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Via Email

City of Coeur d'Alene City Council Members

City of Coeur d'Alene Clerk Renatta McLeod cityclerk@cdaid.org

City of Coeur d'Alene Senior Planner Sean Holm SHOLM@cdaid.org

City of Coeur d'Alene Attorney Randy Adams legal@cdaid.org

LEGAL MEMORANUM

RE: Coeur Terre 2 Residential Subdivision Application S-2-26 De Novo Appellate Review

The Coeur Terre 2 Residential Subdivision Application meets or exceeds all requirements set out in the binding legal standards of City Code 16.25.030 and meets or exceeds the binding contractual obligations of the City of Coeur d'Alene-Coeur Terre Development Agreement. As a result, the Coeur Terre 2 residential subdivision Application S-2-26 should be approved again.

The unanimous Decision to approve the residential subdivision as issued by the Planning Commission on July 14, 2026 (*See attached Exhibit A-Findings of Fact, Conclusions of Law and Decision dated July 16, 2026 issued in S-2-26*) was based upon competent, substantive evidence as submitted by the Applicant's representative Melissa Wells, the Applicant's Civil Engineer Gabe Gallinger, the Applicant's Traffic Engineer Sean Messner-CivTech Engineering, the City Engineer Chris Bosely, the City Planning Department Senior Planner Sean Holm, and the City Trails Coordinator Monte McCully. (*See attached Exhibit B-Staff Report S-2-26 dated July 14, 2026*).

In this de novo review appeal, currently pending before the City Council, the competent, substantive evidence as submitted to the Planning Commission, remains scientifically and factually the same. Nothing has changed scientifically or factually about the Application since the July 14 2026 Staff Report was issued in S-2-26 (see attached Ex. B). Likewise, nothing has changed scientifically or factually about the Application since the unanimous approval Decision was issued by the Planning Commission in S-2-26 (see attached Ex. A). The same competent and substantive evidence that supported approval in the Staff Report and in the Decision issued by the Planning Commission, also supports approval AGAIN at this de novo review appeal. Because the supporting facts and evidence have not changed, and because the binding legal standards have not changed, the Coeur Terre 2 subdivision Application S-2-26 should AGAIN be approved. It is respectfully requested that this City Council so order.

EXHIBIT A – PLANNING COMMISSION FACTUAL FINDINGS, CONCLUSIONS OF LAW, AND DECISION IN S-2-26

No errors occurred and no arbitrary or capricious decision was issued by the Planning Commission.

The Planning Commission properly considered the competent substantive evidence and issued its unanimous written approval Decision in Case No. S-2-26, attached Ex. A, stating as follows:

A. FINDINGS OF FACT:

The Planning and Zoning Commission finds that the following facts, A1 through A22, have been established on a more probable than not basis, as shown on the record before it, and on the testimony and exhibits presented at the public hearing. The testimony was conflicting and the Commission determines that the more credible and convincing evidence establishes the following:

A8. ...All proposed densities are within the maximums permitted by the underlying zoning and the Development Agreement.

A9. Lot Size and Frontage: ... all meet the minimum zoning performance standards of a minimum of 7,500 sq. ft and 50-ft. frontage.

A15. Public Utilities: ... All utilities are designed to City standards.

A21. Concurrency Analysis: The applicant has submitted a Concurrency Analysis Matrix (Appendix A to the project narrative), evaluating the proposed preliminary plat against each applicable term of the Development Agreement (Sections 1.3, 1.4, 1.5, 1.6, 1.7, 2.3, and 17.7, as described in the matrix). The matrix confirms each term is satisfied for Coeur Terre 2, consistent with Development Agreement.

A22. The Traffic Impact Analysis used background traffic growth to update the 2025 traffic counts to 2026 conditions.

See excerpts from attached Exhibit A, pages 2-3.

Based upon the competent, substantive evidence supporting Factual Findings A1 through A22, the Planning Commission next applied this competent, substantive factual evidence to the applicable legal standards set out City Code Section 16.25.030, stating as follows:

B. CONCLUSIONS OF LAW:

Based on the foregoing Findings of Fact, the Planning and Zoning Commission makes the following Conclusions of Law.

B1. That all of the general plat requirements **have** been met as attested to by the City Engineer.

B2. That the provision for sidewalks, streets, alleys, rights-of-way, easements, street lighting, fire protection, planting, drainage, pedestrian and bicycle facilities within the subdivision **are** adequate.

B3. That the proposed plat **does** comply with all of the requirements of the subdivision design standards (contained in Municipal Code Chapter 16.15) and all of the subdivision improvement standards (contained in Municipal Code Chapter 16.40).

B4. The lots proposed in the plat **do** meet the requirements of the applicable zoning districts.
See excerpts from attached Exhibit A, page 3.

Thereafter, because the competent, substantive factual evidence met all of the necessary legal requirements of Section 16.25.030, the Planning Commission unanimously “approved [the Subdivision] with conditions.” *See attached Exhibit A, DECISION, page 3-6.* Because the facts have not changed and the legal standards have not changed, the same result should follow in this de novo appellate review before the City Council.

EXHIBIT B – STAFF REPORT ISSUED IN S-2-26 DATED JULY 14, 2026

Competent, substantive evidence shows the residential subdivision Application S-2-26 meets all requirements as set out in the binding Development Agreement¹ and in the City Code. The Subdivision Application S-2-26 should AGAIN be approved.

On pages 15-16 of the Staff Report dated July 14, 2026, attached at Exhibit B, the following SUBDIVISION SUMMARY OF FACTS, are documented, stating as follows:

A8. Proposed Density by Zoning District: R-3 at 2.4 du/acre (max 3 du/acre), R-8 at 3.2 du/acre (max 8 du/acre), and R-17 at 7.3 du/acre (max 17 du/acre). All proposed densities are within the maximums permitted by the underlying zoning and the Development Agreement.

A9. Lot Size and Frontage: R-3 lots meet the minimum 11,500 sq. ft. lot size and 75-ft. frontage. R-8 lots meet the minimum 5,500 sq. ft. lot size and 50-ft. frontage. R-17 lot sizes and frontages vary, but all meet the minimum zoning performance standards of a minimum of 7,500 sq. ft and 50-ft. frontage. All lots front on public streets.

A10. No Design Deviations: The applicant is not requesting any deviations from City Subdivision Code standards. The Coeur Terre 2 Subdivision request is not associated with a Planned Unit Development and is therefore only subject to the Subdivision Findings.

A11. Subdivision Application Checklist: The applicant has submitted a completed Chapter 16.15 Subdivision Design Standards checklist indicating compliance with each applicable standard, including street and path conformance, continuity of the street network, local street design, pedestrian connectivity, and all other applicable design standards.

A12. Traffic Impact Analysis (TIA): A TIA prepared by CivTech (April 2026) evaluated 2030 and 2035 horizon conditions. Project improvements (100% developer responsibility) include the Huetter Road/Access A roundabout and the Huetter/Mullan northbound left-turn lane addition, both of which are in Post Falls Highway District. These improvements are anticipated to be completed by 2030. The TIA also identifies additional proportionate-share system improvements, such as turn lane extensions to ease congestion, to be completed by the City.

A13. Internal Street Network: The proposed street system is designed to align with the Master Plan and Development Agreement. The internal street network avoids creating a direct route through the subdivision to discourage through-traffic. Stop-controlled intersections will be identified on the construction plans with school safety and traffic flow in mind. Collector streets include Coeur Terre Boulevard and Nez Perce Road. Street alignments, intersection geometry, grades, rights-of-way, and easements are designed to City standards.

¹ At Page 4 of the July 14, 2026 Staff Report in S-2-26, attached as Exhibit B, the Development Agreement is correctly referenced as the legally binding contractual obligation. The Staff Report, Exhibit B, correctly states, “*Note: Public Hearings for land use considerations such as subdivision approvals cannot alter the Agreement for zoning, density, access or other defined requirements, limitations, or allowances found within.*”

A14. Pedestrian and Bicycle Facilities: Sidewalks are proposed throughout the development. Perimeter trail systems include a 12-foot asphalt multi-use path along the eastern boundary and a 10-foot asphalt path along the southern boundary. Mid-block walkway tracts are provided where block lengths exceed 600 feet.

A15. Public Utilities: Water systems include distribution mains sized for fire flow and spacing standards. Sewer systems connect to the municipal system. Stormwater management is via on-site infiltration with water quality treatment. **All utilities are designed to City standards.**

A16. Appaloosa Trunk Main: Shall be extended prior to the 454th equivalent residential unit (ERU) connection **per Development Agreement Section 3.2.1.3**, as amended.

A17. Community Park: A 12.309-acre centrally located community park lot is proposed with baseline improvements. **The park lot and improvements shall be dedicated to the City per Development Agreement Section 4.7.2.**

A18. Public School Site: A 10.065-acre lot is designated for an elementary school, to be donated to the Coeur d'Alene School District pursuant to a Memorandum of Understanding **(Exhibit F of the Development Agreement).**

A19. Phasing: The Coeur Terre 2 subdivision is proposed in seven phases: Addition (87 units), 1st Addition (90), 2nd Addition (47), 3rd Addition (69), 4th Addition (park lot), 5th Addition (school lot), and 6th Addition (27 lots / 213 units), with phasing flexibility allowed per the Development Agreement.

A20. Affordable Housing: A minimum of 26 affordable/workforce housing units (approximately 5% of total units) are proposed. **The Development Agreement commits the applicant to providing affordable housing as part of the Master Planned Community.**

A21. Concurrency Analysis: **The applicant has submitted a Concurrency Analysis Matrix (Appendix A to the project narrative),** evaluating the proposed preliminary plat against each applicable term of the Development Agreement (Sections 1.3, 1.4, 1.5, 1.6, 1.7, 2.3, and 17.7, as described in the matrix). **The matrix confirms each term is satisfied for Coeur Terre 2, consistent with Development Agreement.**

See Exhibit A, pages 15-16.

Next, the Staff Report, Exhibit B attached hereto, analyzed and applied the competent, substantive factual evidence in the record to the governing legal standards set out in City Code Section 16.25.030. *(See attached Exhibit B, pages 17 – 23).*

S-2-26: REQUIRED COEUR TERRE 2 SUBDIVISION FINDINGS

Finding B1:

That all of the general preliminary plat requirements (have) (have not) been met as attested to by the City Engineer.

Use the following information as well as testimony from the hearing to make this finding. This corresponds with Subdivision Statement of Facts A11, A12, and A21.

- The preliminary plans submitted contain all of the general preliminary plat elements required by the Municipal Code.

-Submitted by Chris Bosley, City Engineer

See attached Exhibit B, page 17.

Finding B2:

That the provisions for sidewalks, streets, alleys, rights-of-way, easements, street lighting, fire protection, planting, drainage, pedestrian and bicycle facilities, and utilities (are) (are not) adequate.

Use the following information as well as testimony from the hearing to make this finding. This corresponds with Subdivision Statement of Facts A13, A14, A15, and A16.

STREETS:

The subject property is east of Huetter Road and provides two vehicular connections to Appaloosa Road and Nez Perce Roads as defined in the Annexation and Development Agreement. No frontage improvements are required on Huetter Road per the Development Agreement. All proposed interior streets meet the requirements of the Development Agreement and City Standards. All required street improvements were identified in the Traffic Impact Analysis and are discussed below under Traffic. All proposed roadway sections meet or exceed City design standards.

-Submitted by Chris Bosley, City Engineer (See attached Exhibit B at page 28).

City staff has reviewed the design of the street network and connections with Nez Perce Road and Appaloosa Road, and agree that the design satisfies the Development Agreement. Additionally, the road design would not directly connect to the future commercial area, which further limits through-traffic into the neighborhoods.

The additional vehicular connection to and through the Industrial Park in Coeur Terre 1 will not replace and does not allow for the removal of access for either Appaloosa or Nez Perce Roads. The signed Agreement specifically defines these as allowed, and they cannot be altered by this subdivision request. This additional connection was made by the Owner at their own volition and is in addition to the two approved access roads.

-Submitted by Sean Holm, Senior Planner (See attached Exhibit B at page 28).

TRAFFIC:

A Traffic Impact Analysis (TIA) was completed by CivTech for this phase of the development, which identified future traffic volumes, anticipated traffic congestion issues, and potential mitigation measures to relieve congestion. This phase of the development is anticipated to generate 4,896 trips/day with 560 occurring during the AM Peak Hour and 445 occurring during the PM Peak Hour. As described in the TIA, the developer will be responsible for adding a left turn lane on Huetter Road at Mullan Avenue and installing a roundabout at Huetter Avenue and the proposed Halite Ave. The Streets and Engineering department agrees with the mitigation measures identified in the TIA.

-Submitted by Chris Bosley, City Engineer (See attached Exhibit B at pages 28-29)

FIRE:...The existing Woodside Park subdivision to the south of Coeur Terre 2 is out of compliance with IFC access requirements. An emergency Fire Department access point is provided in the subdivision design and reflected in the conditions to remedy the deficiency.

-Submitted by Craig Etherton, Fire Marshal (See attached Exhibit B, page 31).

Parks Analysis

The developer will need to have the dedication of the park and the building of trails to coincide with the building of the development so that, as the development reaches those areas, the parks are dedicated and the trails are built. Having these completed and dedicated by the end of phase 4 aligns with the goals of the department. **If these guidelines are met, this will satisfy the pre-construction work requirement.**

-Submitted by Monte McCully, Trails Coordinator (See attached Exhibit B page 33).

Finding B3:

That the proposed preliminary plat (does) (does not) comply with all of the subdivision design standards (contained in chapter 16.15) and all of the subdivision improvement standards (contained in chapter 16.40).

Use the following information as well as testimony from the hearing to make this finding. This corresponds with Subdivision Statement of Facts A10, A11, A13, A14, and A15.

The applicant has submitted a subdivision application checklist with responses addressing each applicable provision of Chapter 16.15. The checklist indicates compliance with all applicable standards. No design deviations have been requested. The street network and pedestrian connectivity are designed to the applicable design standards. Utilities are designed to City standards. Compliance with Chapter 16.40 improvement standards will be confirmed through engineering plan review and permitting for each phase.

Engineering has vetted the plans for compliance, the preliminary plans meet both subdivision design standards (Chapter 16.15) and improvement standards (Chapter 16.40).

-Submitted by Chris Bosley, City Engineer (See attached Exhibit B at page 23).

Finding B4:

The lots proposed in the preliminary plat (do) (do not) meet the requirements of the applicable zoning district.

Use the following information as well as testimony from the hearing to make this finding. This corresponds with Subdivision Statement of Facts A8 and A9.

See attached Exhibit B, page 23.

All lots are designed to meet the minimum lot size, frontage, and density requirements of their respective zoning districts. Proposed densities of 2.4 du/acre (R-3), 3.2 du/acre (R-8), and 7.3 du/acre (R-17) are within the permitted maximums for each district. The community park lot and public-school site lot are consistent with the zoning assigned at annexation and the Development Agreement. All R-3, R-8, and R-17 lots meet minimum frontage and lot size requirements.

See attached Exhibit B, page 24.

A8. Proposed Density by Zoning District: R-3 at 2.4 du/acre (max 3 du/acre), R-8 at 3.2 du/acre (max 8 du/acre), and R-17 at 7.3 du/acre (max 17 du/acre). All proposed densities are within the maximums permitted by the underlying zoning and the Development Agreement.

A9. Lot Size and Frontage: R-3 lots meet the minimum wing 11,500 sq. ft. lot size and 75-ft. frontage. R-8 lots meet the minimum 5,500 sq. ft. lot size and 50-ft. frontage. R-17 lot

sizes and frontages vary, but all meet the minimum zoning performance standards of a minimum of 7,500 sq. ft and 50-ft. frontage. All lots front on public streets.

See attached Exhibit B, page 15.

Because all legal requirements are fulfilled, the Coeur Terre 2 residential subdivision was properly approved. The same result should occur in this de novo appellate review proceeding.

Unconstitutional Regulatory Taking
U.S. Constitution, Fifth and Fourteenth Amendments; Idaho Constitution, Article I, § 14

A denial of the Coeur Terre 2 residential subdivision Application S-2-26, or the imposition of additional mitigation requirements not supported by the facts or not set out in the City Code or the Development Agreement, would constitute an unconstitutional regulatory taking without just compensation in violation of the Takings Clause of the Fifth Amendment to the United States Constitution, as incorporated against the states by the Fourteenth Amendment, and Article I, § 14 of the Idaho Constitution. Under *Lucas v. South Carolina Coastal Council*, 505 U.S. 1003 (1992), a government order or decision that deprives a property owner of all or substantially all economically beneficial use of property constitutes a *per se* taking requiring financial compensation of money damages suffered by the developer without further inquiry. Prohibiting a developer/owner from proceeding with the subdivision development for which the Property was purchased and for which substantial sums were expended in reliance on the City's previous approvals and in meeting all City Code requirements, deprives such developer/owner of all or substantially all economically beneficial use of the Property. This constitutes a categorical taking under *Lucas*.

Alternatively, even if a development denial is found not to constitute a *per se* taking, the application of the three-part balancing test established in *Penn Central Transportation Co. v. City of New York*, 438 U.S. 104 (1978), compels the same legal conclusion and outcome. Under *Penn Central*, courts consider: (1) the economic impact of the decision on the property owner; (2) the extent to which the government decision interferes with the owner's reasonable, investment-backed expectations; and (3) the character of the governmental action. All three factors weigh heavily in Coeur Terre 2's favor. The economic impact is severe; the developer/owner's investment-backed expectations are concrete, reasonable, and directly supported by the City's own approvals and contractual commitments; and the character of the denial — a prohibition against subdivision development imposed without adequate factual findings or with mitigation requirements that exceed the developments impact — reflect a government action that singles out private property to bear a burden that should, if legitimate at all, be shared by the public at large. Next, a real property owner's investment-backed expectations are among the most protected categories of property interests recognized by American constitutional law. In *Tahoe-Sierra Preservation Council, Inc. v. Tahoe Regional Planning Agency*, 535 U.S. 302 (2002) the Supreme Court noted that when judicially reviewing a regulatory taking claim due to a governmental action prohibiting development, the lower courts must examine whether the governmental prohibition interferes with a property developer's "reasonable investment-backed expectations", a factor in *Penn Central Transp. Co. v. New York City*'s balancing test, in determining whether a compensable regulatory taking has occurred. In the pending appeal before this City Council, the "reasonable investment-backed expectations" of Coeur Terre 2 were directly created and confirmed by the City's own conduct — the approval of the Coeur Terre Annexation Application, approval of the Coeur Terre Master Plan designated zoning districts, and the approval and execution of the Development Agreement with Exhibits showing this planned residential subdivision. The City may not now nullify those approvals and investment backed expectations by denying the requested residential subdivision Application S-2-26, where the factual findings evidence full compliance with all legally binding City Codes and Development Agreement obligations. Such conduct by the City is an unlawful regulatory taking and would require financial compensation to the Developer for its financial damages.

In regard to additional development mitigation measures that are unsupported by competent, substantive evidence, the *Nollan v. California Coastal Comm'n*, 483 U.S. 825 (1987) and *Dolan v. City of Tigard*, 512 U.S. 374 (1994) cases prevent the City from imposing mitigation exactions that are out of proportion to the Coeur Terre 2 subdivision development's impact on the community. *Nollan* and *Dolan* are the most famous unlawful exaction cases. These cases established the dual principles that an exaction is an unconstitutional taking if (1) there is no "nexus" between the exaction and a public need created by the development and (2) the exaction is not roughly proportional to the impact of the proposed development application. If both elements of the *Nollan* and *Dolan* test are satisfied, then the government has committed an unconstitutional regulatory taking and compensation is owed to the developer for the money damages suffered due to the governmental regulatory taking.

Idaho also has its own constitutional protection against regulatory takings. "Private property may be taken for public use, but not until a just compensation, to be ascertained in the manner prescribed by law, shall be paid therefor." *Idaho Const. art. I, § 14*.

***Ultra Vires* Action — Violation of Idaho Local Land Use Planning Act, Idaho Code Title 67, Chapter 65 and Violation of the Development Agreement**

A denial of the Coeur Terre 2 residential subdivision Application could also constitute an *ultra vires* act that exceeds the City's lawful authority under the Local Land Use Planning Act ("LLUPA"), Idaho Code Title 67, Chapter 65. LLUPA defines and limits the land use powers of Idaho municipalities. A municipality may act only within the scope of the authority expressly or impliedly granted by the Legislature. Any action taken that falls outside that grant of authority is void as *ultra vires*. Vested property rights — rights established by prior governmental approvals and reasonable reliance thereon — cannot be extinguished by a subsequent improper municipal action. In this case, Coeur Terre's development rights are vested by virtue of the approved Annexation and Zoning Districts, the Development Agreement with Exhibits showing this residential subdivision, and Coeur Terre's substantial expenditures in reliance thereon. The Coeur Terre Development Agreement creates legally binding contractual obligations on the part of the City that the City cannot unilaterally override or discard through subsequent regulatory action or denials. A municipality that induces private reliance through a contract and then seeks to nullify its own commitments through a regulatory decision acts *ultra vires* and without lawful authority. The municipality is then financially liable for the damages caused by its *ultra vires* actions taken without lawful authority. To the extent the City would attempt to impair the development rights negotiated and confirmed in the Development Agreement and Exhibits, such action is void and legally improper. Consequential money damages would be owed by the City to remedy the financial harm caused by such conduct.

Financial Damages and Breach of Development Agreement

As set forth above, the Development Agreement is a binding contract between the City and Coeur Terre. The Developer has fully performed, and stands ready to perform, all obligations imposed upon it under the Development Agreement. The Development Agreement also creates specific, enforceable obligations on the part of the City, including the obligation to process and approve the Coeur Terre development applications in accordance with the terms of the Development Agreement, the previously granted land use entitlements from annexation and zoning, and the applicable City Code residential subdivision standards. Idaho courts have consistently held that a governmental entity that enters into a binding development agreement is subject to the same contract law principles as any other party and may not unilaterally repudiate its contractual obligations through regulatory action without incurring liability. In *Cowan v. Bd. of Comm'rs of Fremont County*, 143 Idaho 501, 516, 148 P.3d 1247, 1262 (2006), the Idaho Supreme Court noted that "*a development agreement is a contract between the County and the developer and gives the developer vested rights in the plat.*" *Id*; *Cowan*, 143 Idaho at 516, 148 P.3d at 1262.

In conclusion, because the competent, substantive evidence proves that the Coeur Terre 2 residential subdivision Application S-2-26 fulfills all applicable legal requirements of the City Code and the Development Agreement, it follows as a matter of law, that the subdivision Application should be re-approved in this de novo review appeal. The July 15, 2026 unanimous Planning Commission Decision of Approval and the July 14 2026 Staff Report, both correctly and accurately documented that the Coeur Terre 2 subdivision warranted approval. The same result of an approval should follow in this de novo review appeal – as neither the facts nor the law have changed. It is respectfully requested that the City Council so order.

Sincerely,

/s/ Mischelle R. Fulgham
MISCHELLE R. FULGHAM
Attorney at Law

Enc. Exhibits A, B, and C
cc: Client

EXHIBIT A

TO COEUR TERRE 2 RESIDENTIAL SUBDIVISION

LEGAL MEMORANDUM

**COEUR D'ALENE PLANNING AND ZONING COMMISSION
FINDINGS AND ORDER**

S-2-26

INTRODUCTION

This matter came before the Planning and Zoning Commission on July 14, 2026, to consider S-2-26, a request for approval of a preliminary plat to subdivide +/- 202 acres into 284 single-family and 36 multi-family lots, a public park, a public school site, and associated non-buildable tracts, known as Coeur Terre 2 Subdivision.

APPLICANT: Connie Krueger, AICP

OWNER: LREV 33, LLC through LREV 39, LLC (Lakeside Companies)

LOCATION: Property located in the southern portion of the Coeur Terre master planned community, north of W. Woodside Ave., south of the future W. Nez Perce Rd. extension, east of N. Huetter Rd., and West of N. Buckskin Rd.

A. FINDINGS OF FACT:

The Planning and Zoning Commission finds that the following facts, A1 through A22, have been established on a more probable than not basis, as shown on the record before it, and on the testimony and exhibits presented at the public hearing. The testimony was conflicting and the Commission determines that the more credible and convincing evidence establishes the following:

- A1. Public Hearing: The Planning and Zoning Commission held a public hearing on this matter on July 14, 2026, and considered testimony and evidence presented on the record and at the hearing.
- A2. Public Hearing Notice - Publication: Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on June 27, 2026, seventeen days prior to the hearing.
- A3. Public Hearing Notice - Posting: Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). Four notices were posted on the property on July 7, 2026, seven days prior to the hearing.
- A4. Public Hearing Notice - Mailing: Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). One hundred and fifty-one (151) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on June 24, 2026.
- A5. Public Hearing Notice — Political Subdivisions & Pipeline Companies: Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts on June 24, 2026. Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-

1104, Idaho Code. Idaho Code § 67-6511(2)(b). The Notice was sent to pipeline companies providing services within 1,000 feet of the subject property on June 24, 2026.

- A6.** Property Location and Size: The Coeur Terre 2 preliminary plat boundary encompasses approximately 202.01 gross acres (126.351 developable acres) in the southern portion of the Coeur Terre Master Planned Community, north of Interstate 90 on the west side of Coeur d'Alene.
- A7.** Zoning: The subject property is zoned R-3 (20.185 acres), R-8 (74.844 acres including park lot), and R-17 (30.428 acres including the school lot).
- A8.** Proposed Density by Zoning District: R-3 at 2.4 du/acre (max 3 du/acre), R-8 at 3.2 du/acre (max 8 du/acre), and R-17 at 7.3 du/acre (max 17 du/acre). All proposed densities are within the maximums permitted by the underlying zoning and the Development Agreement.
- A9.** Lot Size and Frontage: R-3 lots meet the minimum 11,500 sq. ft. lot size and 75-ft. frontage. R-8 lots meet the minimum 5,500 sq. ft. lot size and 50-ft. frontage. R-17 lot sizes and frontages vary, but all meet the minimum zoning performance standards of a minimum of 7,500 sq. ft and 50-ft. frontage. All lots front on public streets.
- A10.** No Design Deviations: The applicant is not requesting any deviations from City Subdivision Code standards. The Coeur Terre 2 Subdivision request is not associated with a Planned Unit Development and is therefore only subject to the Subdivision Findings.
- A11.** Subdivision Application Checklist: The applicant has submitted a completed Chapter 16.15 Subdivision Design Standards checklist indicating compliance with each applicable standard, including street and path conformance, continuity of the street network, local street design, pedestrian connectivity, and all other applicable design standards.
- A12.** Traffic Impact Analysis (TIA): A TIA prepared by CivTech (April 2026) evaluated 2030 and 2035 horizon conditions. Project improvements (100% developer responsibility) include the Huetter Road/Access A roundabout and the Huetter/Mullan northbound left-turn lane addition, both of which are in the Post Falls Highway District. These improvements are anticipated to be completed by 2030. The TIA also identifies additional proportionate-share system improvements, such as turn lane extensions to ease congestion, to be completed by the City.
- A13.** Internal Street Network: The proposed street system is designed to align with the Master Plan and Development Agreement. The internal street network avoids creating a direct route through the subdivision to discourage through-traffic. Stop-controlled intersections will be identified on the construction plans with school safety and traffic flow in mind. Collector streets include Coeur Terre Boulevard and Nez Perce Road. Street alignments, intersection geometry, grades, rights-of-way, and easements are designed to City standards.
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- A16.** Appaloosa Trunk Main: Shall be extended prior to the 454th equivalent residential unit (ERU) connection per Development Agreement Section 3.2.1.3, as amended.
- A17.** Community Park: A 12.309-acre centrally located community park lot is proposed with baseline improvements. The park lot and improvements shall be dedicated to the City per Development

Agreement Section 4.7.2.

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- A22. The Traffic Impact Analysis used background traffic growth to update the 2025 traffic counts to 2026 conditions.

B. CONCLUSIONS OF LAW:

Based on the foregoing Findings of Fact, the Planning and Zoning Commission makes the following Conclusions of Law.

- B1. That all of the general plat requirements **have** been met as attested to by the City Engineer.
- B2. That the provision for sidewalks, streets, alleys, rights-of-way, easements, street lighting, fire protection, planting, drainage, pedestrian and bicycle facilities within the subdivision **are** adequate.
- B3. That the proposed plat **does** comply with all of the requirements of the subdivision design standards (contained in Municipal Code Chapter 16.15) and all of the subdivision improvement standards (contained in Municipal Code Chapter 16.40).
- B4. The lots proposed in the plat **do** meet the requirements of the applicable zoning districts.

C. DECISION

The Planning and Zoning Commission, pursuant to the foregoing Findings of Fact and Conclusions of Law, has determined that the preliminary plat **does** comply with the required evaluation criteria, and the request should be **approved with conditions**.

PROJECT CONDITIONS:

Fire:

- 1. Landscaping must not cover or hide fire protection systems such as fire hydrants, FDC's or PIV's.
- 2. Secondary means of egress shall be constructed and accepted by the City prior to the issuance of building permits for more than 30 single-family dwellings or more than 200 multi-family

dwelling units as required by the International Fire Code (IFC). This includes emergency access to Woodside Park which is currently out of compliance with IFC.

3. Minimum fire department access road width is 20' for buildings up to 30' in height and 26' for buildings over 30' in height.
4. No parking on roadways less than 26' in width.

Planning:

5. The 12-acre park site shall be designated as a tract when the final plat is recorded in anticipation of a future City asset.
6. A homeowner's association (HOA) will be required to ensure the perpetual maintenance of private open space/connectivity tracts, stormwater assets, and all other private common areas.
7. Open space/stormwater tracts associated with the phasing must be completed or bonded for (at 150%) as specified by the Development Agreement, or at the time of plat recordation, whichever comes first.
8. The applicant must provide current counts for all homes and rental units in Coeur Terre to ensure the 5% affordable/workforce housing requirement is met.

Wastewater:

9. An unobstructed City-approved "all-weather" access shall be required over all public sewers.
10. All public sewer plans require IDEQ or QLPE Approval prior to construction.
11. Sewer Policy #716 requires all legally recognized parcels within the City to individually connect and discharge into (1) public sewer connection.
12. Any utility easement for the public sewer shall be dedicated to the City prior to building permits.
13. Coeur Terre Surcharge Fees will be applied as well as all applicable Sewer Cap Fees at time of building permit.
14. The Appaloosa Trunk Main must be upsized prior to 454th ERU or as required by the City Wastewater Department.
15. ERU tracking and construction timing/phasing must be timely reported to the Wastewater utility.

Water:

16. Relocation of Existing 24" Transmission Main (Nez Perce): The existing 24" transmission main currently located in Nez Perce will need to be relocated. The final alignment has not yet been determined and must be coordinated with the City and design engineers.
17. Timeline for Relocation: The relocation must be planned and completed prior to any construction activity. All work related to relocation must occur during the off-season (non-peak demand period) to avoid service impacts.
18. Design Requirement: Detailed design work is required for the transmission main relocation. No construction may begin until the design is complete and approved.
19. Hydraulic Study (JUB Engineering): JUB must complete a hydraulic study to confirm:
 - a. The new line and proposed well are adequately sized
 - b. Supply is sufficient for projected demand
 - c. Whether an additional well or water tank is necessary as stated in the water dep comp plan.
20. Service Connections: No individual services will be allowed on the transmission main.
21. Timing of Main Activation: The relocated transmission main must be activated only during the off-season to minimize risk during high-demand periods.
22. **Secondary Irrigation System Requirements:**

If a separate irrigation system is proposed:

 - A certified operator is required to manage it
 - The irrigation provider must be registered with 811
 - Separation of potable and non-potable lines must follow DEQ standards (minimum 10-foot horizontal separation) and any lots that have access to auxiliary water will be

required to have an approved RPBA installed on the supply line immediately downstream of the water meter.

- All irrigation valves must be clearly marked to identify the system.
23. Tree Setbacks: A 10-foot minimum separation is required between trees and all water infrastructure.
 24. Tie-In at W. Arrowhead Rd.: A system tie-in is needed on W. Arrowhead Rd. To facilitate this, Lot 33 must be shifted north to create an open space between Lots 32 and 33.
 25. W. Woodside Ave. Transmission Main & PRV on N. Hutter Rd.:
 - The transmission main exiting W. Woodside must be relocated to accommodate the new layout.
 - The Pressure Reducing Valve (PRV) on N. Hutter Rd. must also be relocated to function correctly with the updated pressure zones and development layout.
 26. Abandonment of Unused Stubs: Any unused water stubs out of W. Woodside Ave. must be abandoned at the main.
 27. Design Submittals for Hydraulic Review: All water system designs must be submitted to JUB for review to determine:
 - Adequate incoming water supply
 - The need for an additional well
 - The need for a storage tank
 28. Easements
 - Provide a minimum 20-foot easement centered over the water main or 30-foot combined sewer and water easement where applicable.
 29. Development Water Study Compliance
 - Contractor is required to complete all upgrades and requirements identified in the Lakeside Development Water Study.

Parks:

30. The 12.3-acre community park and the supporting parking lot shall be designed in a joint effort between the developer and the Parks Department at the time of development per the Development Agreement (199th acre) or by phasing, whichever comes first.

Engineering:

31. As described in the Traffic Impact Assessment (TIA), the developer will be responsible for adding a left turn lane on Huetter Road at Mullan Road and a roundabout at Access A (Halide Ave).
32. At the perimeter and north-south trails where they intersect with Appaloosa Road and Nez Perce Road, the developer will work with the City on trail crossing mitigation and calming measures to address pedestrian and bike safety.
33. The developer will work in good faith with the City, to the greatest extent reasonably possible, to coordinate the opening of Nez Perce Road into Coeur Terre 2 with the installation of the future traffic signal at the intersection of Atlas Road and Nez Perce Road.

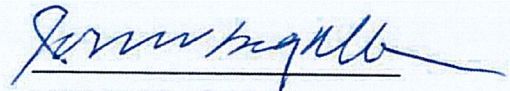
Motion by commissioner McCracken, seconded by commissioner Jantaas, to adopt the foregoing Findings and Order and approve the request with conditions.

ROLL CALL:

COMMISSION MEMBER WARD	Voted	Aye
COMMISSION MEMBER JAMTAAS	Voted	Aye
COMMISSION MEMBER INGALLS	Voted	Aye
COMMISSION MEMBER MCCRACKEN	Voted	Aye

Motion to approve with conditions carried by a 4 to 0 vote.

Commissioners Messina, Fleming, and Coppess were absent.



VICE CHAIR JON INGALLS

Dated: July 15, 2026

**PLANNING AND ZONING COMMISSION
STAFF REPORT**

FROM: SEAN E. HOLM, SENIOR PLANNER

DATE: JULY 14, 2026

SUBJECT: S-2-26: PHASED PRELIMINARY PLAT REQUEST TO SUBDIVIDE APPROXIMATELY 202.01 GROSS ACRES OF EXISTING PROPERTIES INTO 284 SINGLE-FAMILY AND 36 MULTI-FAMILY LOTS, A PUBLIC PARK, A PUBLIC-SCHOOL SITE, AND ASSOCIATED NON-BUILDABLE TRACTS, KNOWN AS THE COEUR TERRE 2 SUBDIVISION.

LOCATION: PROPERTY LOCATED IN THE SOUTHERN PORTION OF THE COEUR TERRE MASTER PLANNED COMMUNITY, NORTH OF W. WOODSIDE AVE., SOUTH OF THE FUTURE W. NEZ PERCE RD. EXTENSION, EAST OF N. HUETTER RD., AND WEST OF N. BUCKSKIN RD.

OWNER:

LREV 33, LLC through LREV 39, LLC
c/o Lakeside Companies
1859 N. Lakewood Dr. #200
Coeur d'Alene, ID 83814

APPLICANT/CONSULTANT:

Connie Krueger, AICP
1859 N. Lakewood Dr. #102
Coeur d'Alene, ID 83814

DECISION POINTS:

Lakeside Companies, through their representative Connie Krueger, AICP, is requesting approval of the Coeur Terre 2 Preliminary Plat, a proposed subdivision of approximately 202 gross acres (126.35 developable acres) within the Coeur Terre Master Planned Community. The preliminary plat would create 320 residential lots (with up to 213 multi-family dwelling units in the R-17 zoning district) plus a public park lot and public-school site with 21 tracts, across seven phased additions. The Planning and Zoning Commission must determine whether the proposed preliminary plat meets the required Subdivision Findings, including applicable subdivision design standards (Chapter 16.15) and improvement standards (Chapter 16.40), and make findings to approve with conditions, approve without conditions, deny, or deny without prejudice.

APPLICATION SUMMARY:

Property Size:

- Approximately 202 gross acres; 126.35 acres proposed for development.

Existing Zoning:

- R-3 (Single-Family Residential, 3 du/acre max)
- R-8 (Single-Family Residential, 8 du/acre max)
- R-17 (Multi-Family Residential, 17 du/acre max)

Coeur Terre 2 Phasing:

- Addition 87 total lots
- 1st Addition 90 total lots
- 2nd Addition 47 total lots
- 3rd Addition 69 total lots
- 4th Addition Public park
- 5th Addition Public school
- 6th Addition 27 lots / 213 units

Proposed Lots/Units by zoning district:

- R-3: 48 single-family lots
- R-8: 236 single-family lots
 - 12.309-acre community park
- R-17: 36 lots (mix of single-family & multi-family)
 - 10.065-acre school site

Affordable Housing:

A minimum of 26 affordable/workforce housing units (approximately 5% of total units), distributed across phased additions as follows:

- Addition: 5 units (5.75%)
- 1st Addition: 4 units (5.08%)
- 2nd Addition: 4 units (5.80%)
- 3rd Addition: 2 units (5.12%)
- 6th Addition: 11 units (5.16%)

Design Deviations:

None requested.

Grand Total:

- ***320 lots with up to 506 residential units (plus public park, school site, and non-buildable tracts)***

HISTORY:

The Coeur Terre property has been the subject of comprehensive planning initiated in 2012, when the applicant first approached the former property owner to develop a master plan for the landholding. Between 2013 and 2017, the applicant engaged SWA Group, a landscape architecture and planning firm, to develop a conceptual master plan. In 2018–2019, the property was sold, and the applicant commissioned John Burns Real Estate Consulting for regional housing analysis and engaged BSB Design to update the master plan.

From 2019 through 2021, the applicant conducted extensive agency coordination with Kootenai Metropolitan Planning Organization (KMPO), Ross Point Water District, School Districts #271 and #273, and the Cities of Post Falls and Coeur d'Alene. The applicant developed a memorandum of understanding with the Coeur d'Alene School District regarding two future school sites (for elementary and middle schools), commissioned a sewer master plan study from JUB Engineers and a transportation master plan study from CivTech, and conducted public outreach through the Langdon Group.

On October 11, 2022, the application for annexation and zoning was heard before the Planning and Zoning Commission. The Commission voted 6–0 to recommend approval of the annexation, zoning, and development agreement as presented at the public hearing.

On March 21, 2023, the City Council approved the annexation, zoning, and the Coeur Terre Annexation and Development Agreement (the "Development Agreement"). The agreement established zoning districts, maximum ERU unit counts (2,800 units across the Master Plan area), and infrastructure and public improvement commitments for the Coeur Terre Master Planned Community.

The proposed Coeur Terre 2 subdivision represents the next major phase of development within the approved Master Plan framework. A pre-application meeting was held with City staff to review the preliminary plat concept.

BACKGROUND & PRIOR APPROVALS:

The Coeur Terre project, a master-planned mixed-use development spanning approximately 438 acres on the western edge of Coeur d'Alene, was annexed from Kootenai County into the city limits on March 21, 2023.

The **annexation** rezoned land previously zoned agriculture-suburban to a combination of residential districts (R-3, R-8, R-17) and commercial zones (C-17 and C-17L). Concurrently, the Coeur Terre **Annexation and Development Agreement** was recorded, allowing up to 2,800 ERUs, commercial spaces, parks, transversing trails, and sites for two public schools over a 20- to 30-year buildout period. *Note: Public Hearings for land use considerations such as subdivision approvals cannot alter the Agreement for zoning, density, access or other defined requirements, limitations, or allowances found within.*

Following annexation, Kootenai County Land Company, LLC, applied for a **four-lot short plat** “Full Circle Tracts,” located at the north end of the project. This short plat created four parcels: one for the City’s water tower, another for a future school site, a commercially zoned parcel (10.91-acres) that has since been sold to the Church of Jesus Christ of Latter-day Saints, and a remainder parcel. Full Circle Tracts was recorded on December 6, 2023.

Amendment No. 1 to the Annexation and Development Agreement, partially approved by City Council on April 15, 2025, adjusted the wastewater utility timeline and relocated/rezoned a well site from C-17L to R-3. The Council denied the applicant’s request to allow underlying zoning to govern all land use types and rejected a zone change from R-17 to C-17 for 14.095 acres in the northwestern corner.

Amendment No. 2 to the Annexation and Development Agreement, approved by City Council on October 21, 2025, modified Exhibit “E” to change the “cluster triplex” land use designation to a combination of “active adult senior living” and “multifamily” for the Coeur Terre 1 PUD.

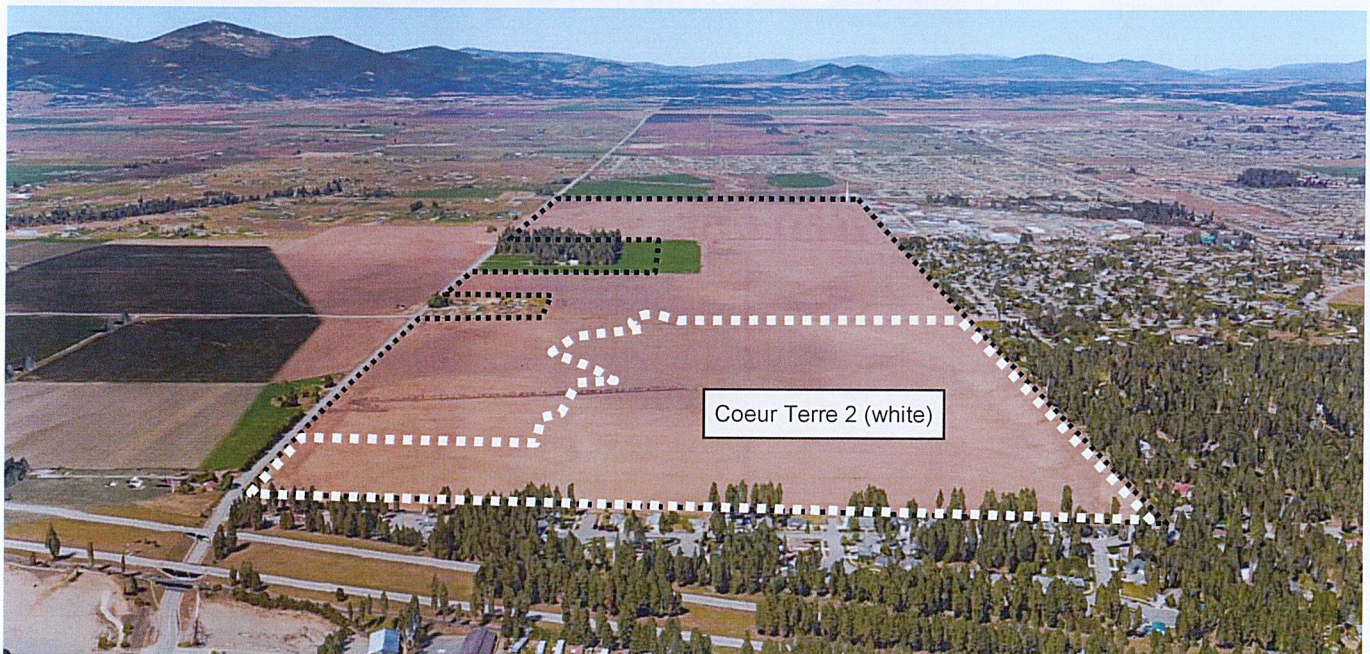
Amendment No. 3 to the Annexation and Development Agreement, approved by City Council on December 2, 2025, modified Exhibit “E” to change the 10.91-acre C-17 zoned church property (Full Circle Tracts, Lot 2 Block 1) from “urban townhomes” to “religious assembly,” following the LDS Church’s renewed request.

On December 9, 2025, the Planning and Zoning Commission reviewed and unanimously approved **PUD-1-25** (Coeur Terre 1 Planned Unit Development), **S-2-25** (preliminary plat), and **LS-1-25** (landscaping plan) for the northern portion of the project. This approval included 595 units consisting of 170 age-restricted senior living units (Affinity at Coeur Terre), 288 multifamily apartment units (The Goat Apartments), and 137 single-family detached units.

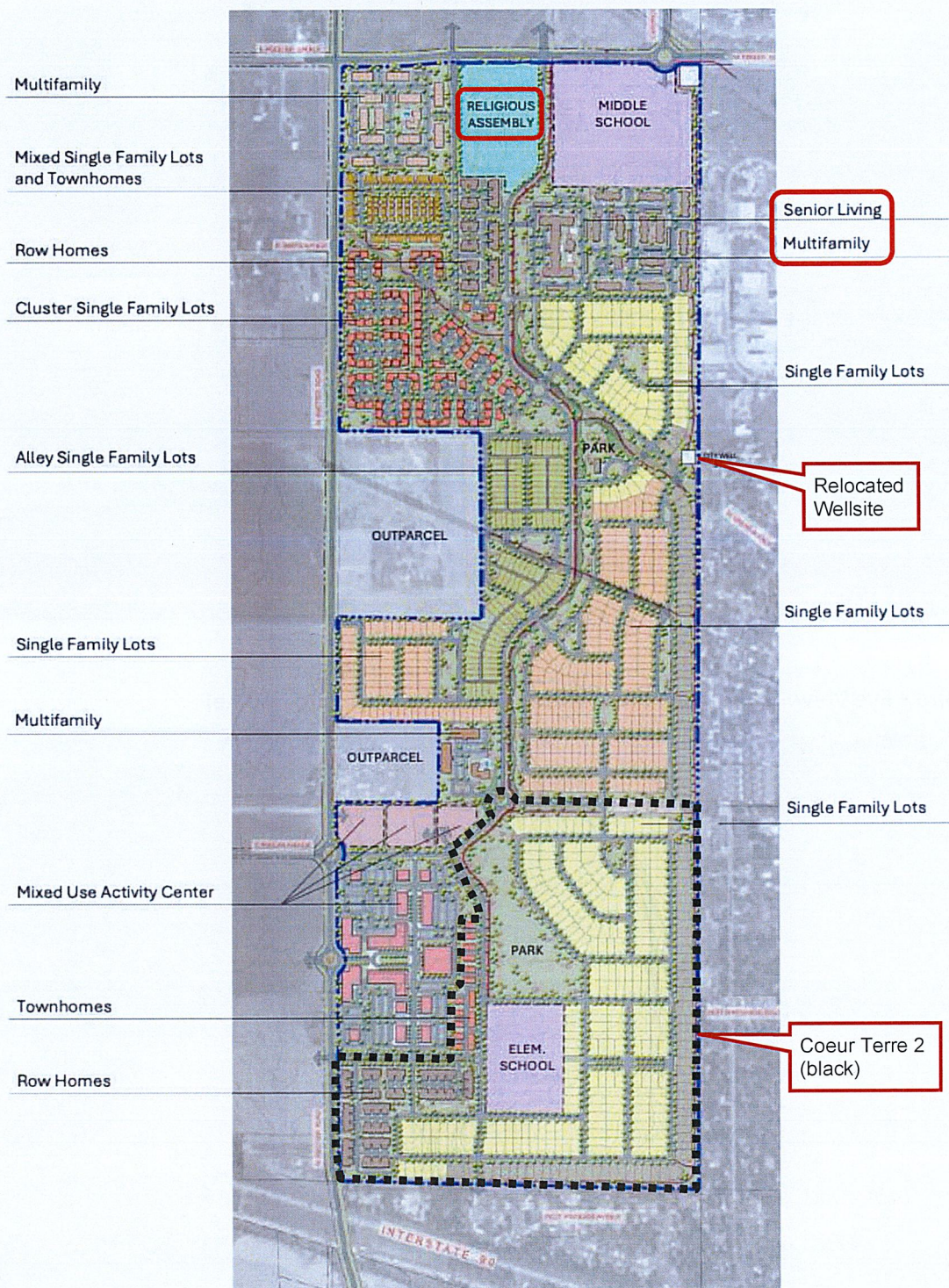
Property Location Map:



Bird's Eye View: Entirety Of Coeur Terre Looking North (white outline)

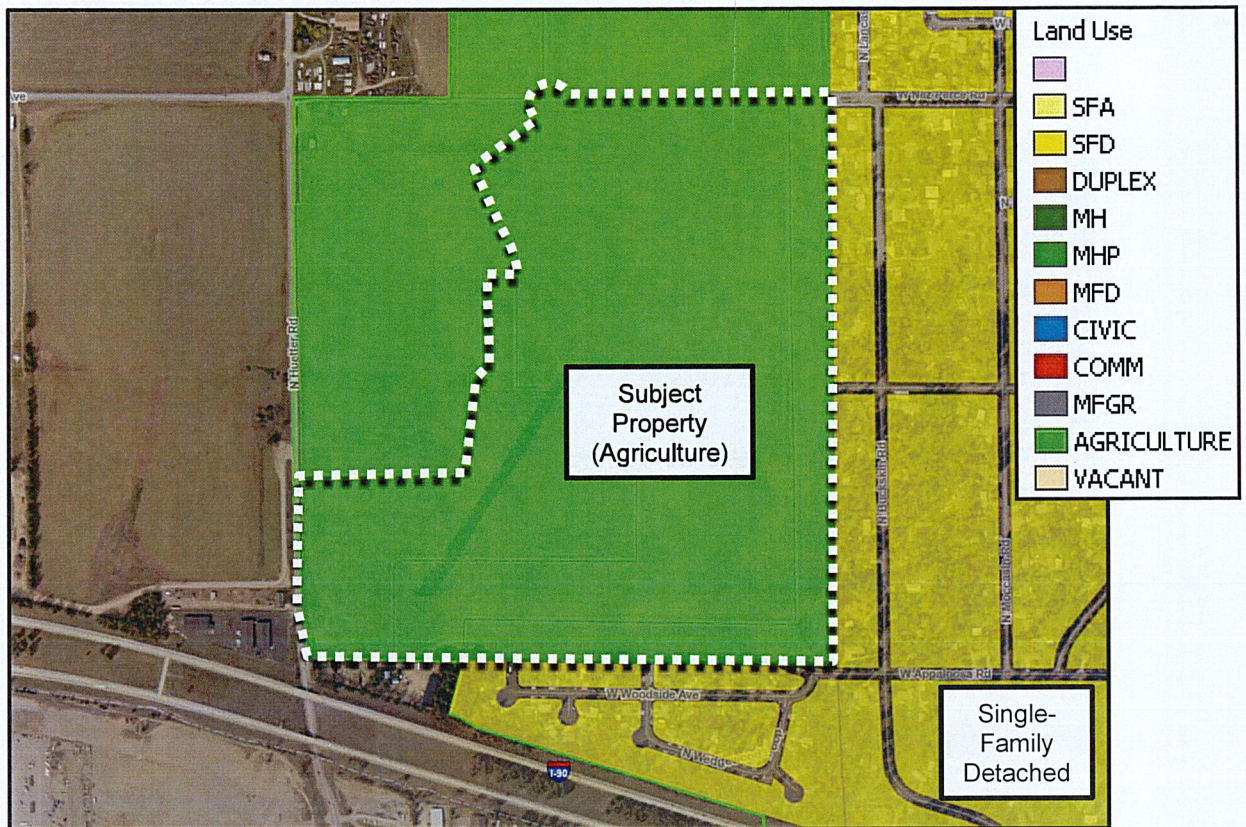


(Generally Adhered to Design: Conceptual Master Plan)

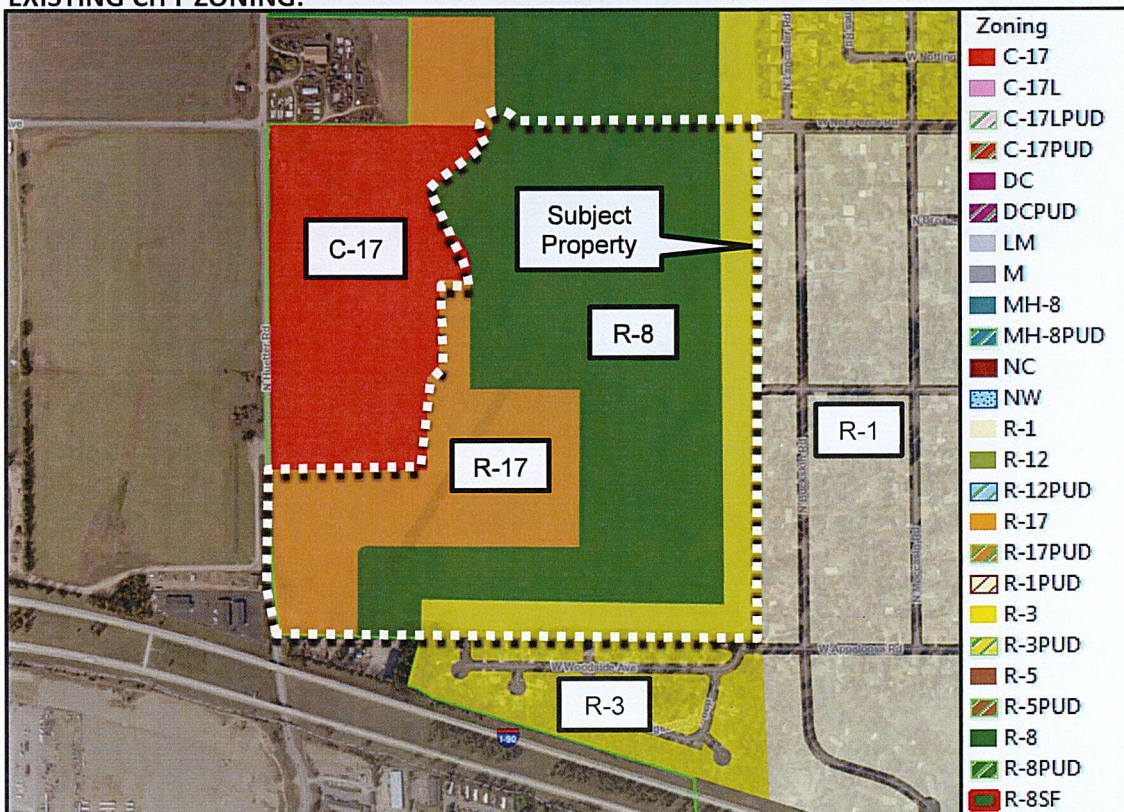


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GENERALIZED LAND USE MAP:



EXISTING CITY ZONING:



AREA PHOTOS:

Intersection of W. Appaloosa Ave. and W. Woodside Ave. (future southern connection):



Looking NW from the SE corner of the subject property showing the existing field:



Image showing grade change at the southern edge of subject property:



Looking North from the SE corner of the subject property (Water tower marked):



Looking E from SW corner of property toward home accessed from Buckskin Rd.:



Looking west along the southern boundary of Coeur Terre toward N. Huetter Rd.:



Looking north along Huetter Rd. from the SW corner of subject property:



Looking east from N. Huetter Rd. along the southern boundary of Coeur Terre:



W. Nez Perce Rd. Looking east near terminus at Coeur Terre:



W. Nez Perce Rd. Looking west into subject property:



S-2-26 SUBDIVISION: “Coeur Terre 2”

SUBDIVISION SUMMARY OF FACTS:

The following facts align with the facts listed in the draft Findings and Order worksheet for the Planning and Zoning Commission’s consideration. These facts can be modified and added to as part of the motion associated with the Findings and Order.

A1. Public Hearing: The Planning and Zoning Commission held a public hearing on this matter on July 14, 2026, and considered testimony and evidence presented on the record.

A2. Public Hearing Notice - Publication: Notice of the public hearing must be published in the official newspaper of the City at least fifteen (15) days prior to the hearing. Idaho Code § 67-6509(a). The Notice was published on June 27, 2026, seventeen days prior to the hearing.

A3. Public Hearing Notice - Posting: Notice of the public hearing must be posted on the premises no less than one (1) week prior to the hearing. Idaho Code § 67-6511(2)(b). Four notices were posted on the property on July 7, 2026, seven days prior to the hearing.

A4. Public Hearing Notice - Mailing: Notice of the public hearing must be provided by mail to property owners or purchasers of record within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered. Idaho Code § 67-6511(2)(b). One hundred and fifty-one (151) notices were mailed to all property owners of record within three hundred feet (300') of the subject property on June 24, 2026.

A5. Public Hearing Notice — Political Subdivisions & Pipeline Companies: Notice of the public hearing must be sent to all political subdivisions providing services within the planning jurisdiction, including school districts and the manager or person in charge of the local public airport, at least fifteen (15) days prior to the public hearing. Idaho Code § 67-6509(a). The Notice was sent to all political subdivisions providing services within the planning jurisdiction, including school districts on June 24, 2026. Notice of the public hearing must be given to a pipeline company operating any existing interstate natural gas transmission pipeline or interstate petroleum products pipeline, as recognized by the pipeline and hazardous materials safety administration, with a center point within one thousand (1,000) feet of the external boundaries of the land being considered, provided that the pipeline company is in compliance with section 62-1104, Idaho Code. Idaho Code § 67-6511(2)(b). The Notice was sent to pipeline companies providing services within 1,000 feet of the subject property on June 24, 2026.

A6. Property Location and Size: The Coeur Terre 2 preliminary plat boundary encompasses approximately 202.01 gross acres (126.351 developable acres) in the southern portion of the Coeur Terre Master Planned Community, north of Interstate 90 on the west side of Coeur d'Alene.

A7. Zoning: The subject property is zoned R-3 (20.185 acres), R-8 (74.844 acres including park lot), and R-17 (30.428 acres including the school lot).

A8. Proposed Density by Zoning District: R-3 at 2.4 du/acre (max 3 du/acre), R-8 at 3.2 du/acre (max 8 du/acre), and R-17 at 7.3 du/acre (max 17 du/acre). All proposed densities are within the maximums permitted by the underlying zoning and the Development Agreement.

A9. Lot Size and Frontage: R-3 lots meet the minimum 11,500 sq. ft. lot size and 75-ft. frontage. R-8 lots meet the minimum 5,500 sq. ft. lot size and 50-ft. frontage. R-17 lot sizes and frontages vary, but all meet the minimum zoning performance standards of a minimum of 7,500 sq. ft and 50-ft. frontage. All lots front on public streets.

A10. No Design Deviations: The applicant is not requesting any deviations from City Subdivision Code standards. The Coeur Terre 2 Subdivision request is not associated with a Planned Unit Development and is therefore only subject to the Subdivision Findings.

A11. Subdivision Application Checklist: The applicant has submitted a completed Chapter 16.15 Subdivision Design Standards checklist indicating compliance with each applicable standard, including street and path conformance, continuity of the street network, local street design, pedestrian connectivity, and all other applicable design standards.

A12. Traffic Impact Analysis (TIA): A TIA prepared by CivTech (April 2026) evaluated 2030 and 2035 horizon conditions. Project improvements (100% developer responsibility) include the Huetter Road/Access A roundabout and the Huetter/Mullan northbound left-turn lane addition, both of which are in Post Falls Highway District. These improvements are anticipated to be completed by 2030. The TIA also identifies additional proportionate-share system improvements, such as turn lane extensions to ease congestion, to be completed by the City.

A13. Internal Street Network: The proposed street system is designed to align with the Master Plan and Development Agreement. The internal street network avoids creating a direct route through the subdivision to discourage through-traffic. Stop-controlled intersections will be identified on the construction plans with school safety and traffic flow in mind. Collector streets include Coeur Terre Boulevard and Nez Perce Road. Street alignments, intersection geometry, grades, rights-of-way, and easements are designed to City standards.

A14. Pedestrian and Bicycle Facilities: Sidewalks are proposed throughout the development. Perimeter trail systems include a 12-foot asphalt multi-use path along the eastern boundary and a 10-foot asphalt path along the southern boundary. Mid-block walkway tracts are provided where block lengths exceed 600 feet.

A15. Public Utilities: Water systems include distribution mains sized for fire flow and spacing standards. Sewer systems connect to the municipal system. Stormwater management is via on-site infiltration with water quality treatment. All utilities are designed to City standards.

A16. Appaloosa Trunk Main: Shall be extended prior to the 454th equivalent residential unit (ERU) connection per Development Agreement Section 3.2.1.3, as amended.

A17. Community Park: A 12.309-acre centrally located community park lot is proposed with baseline improvements. The park lot and improvements shall be dedicated to the City per Development Agreement Section 4.7.2.

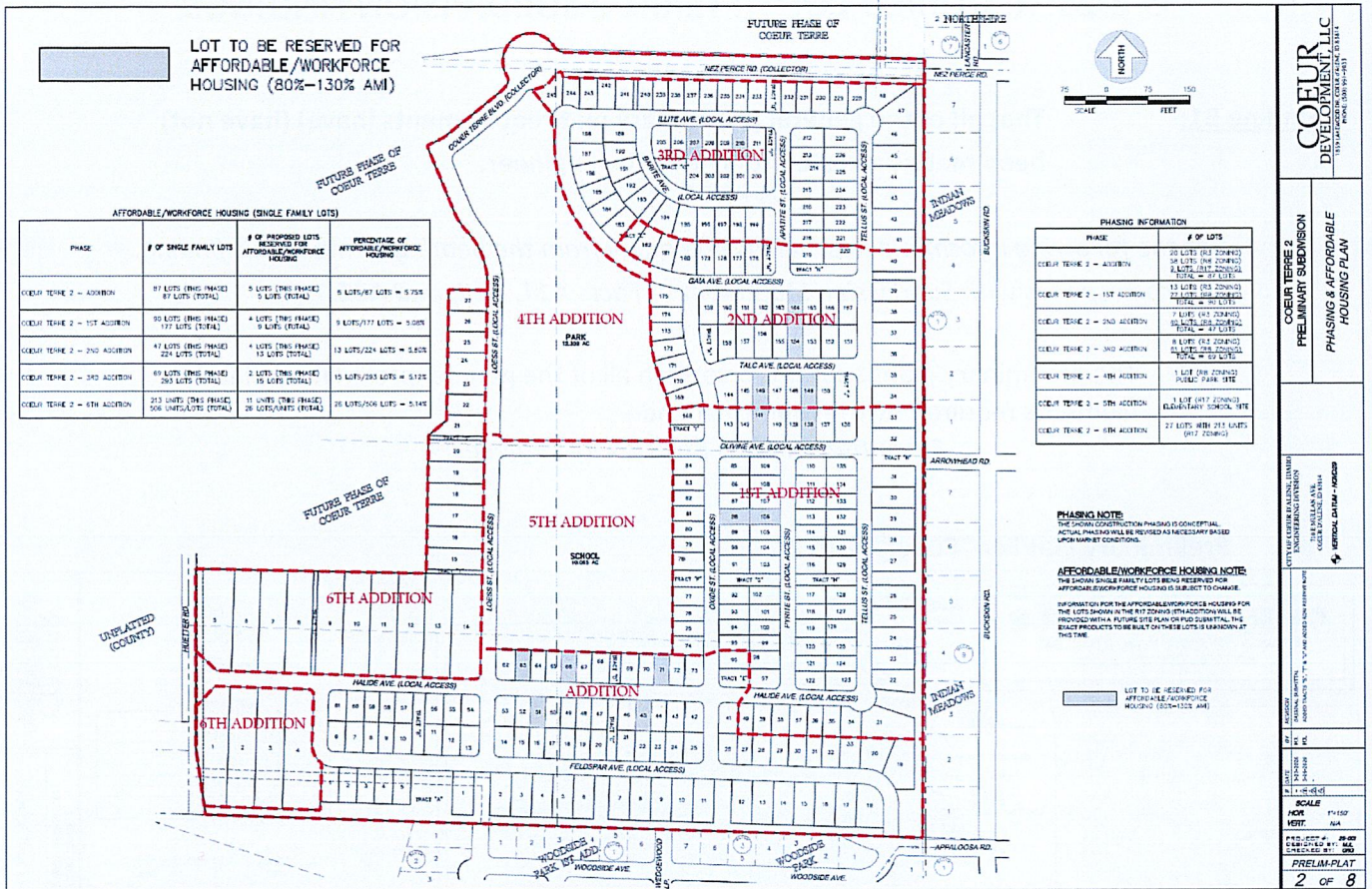
A18. Public School Site: A 10.065-acre lot is designated for an elementary school, to be donated to the Coeur d'Alene School District pursuant to a Memorandum of Understanding (Exhibit F of the Development Agreement).

A19. Phasing: The Coeur Terre 2 subdivision is proposed in seven phases: Addition (87 units), 1st Addition (90), 2nd Addition (47), 3rd Addition (69), 4th Addition (park lot), 5th Addition (school lot), and 6th Addition (27 lots / 213 units), with phasing flexibility allowed per the Development Agreement.

A20. Affordable Housing: A minimum of 26 affordable/workforce housing units (approximately 5% of total units) are proposed. The Development Agreement commits the applicant to providing affordable housing as part of the Master Planned Community.

A21. Concurrency Analysis: The applicant has submitted a Concurrency Analysis Matrix (Appendix A to the project narrative), evaluating the proposed preliminary plat against each applicable term of the Development Agreement (Sections 1.3, 1.4, 1.5, 1.6, 1.7, 2.3, and 17.7, as described in the matrix). The matrix confirms each term is satisfied for Coeur Terre 2, consistent with Development Agreement.

Proposed Phasing:



Note: The applicant has requested flexible phasing, noting that all Development Agreement requirements and staff conditions will be met prior to consideration.

Evaluation: The Planning and Zoning Commission must determine, based on the information before it, whether or not all of the general preliminary plat requirements have been met as attested to by the City Engineer.

Finding B2: That the provisions for sidewalks, streets, alleys, rights-of-way, easements, street lighting, fire protection, planting, drainage, pedestrian and bicycle facilities, and utilities (are) (are not) adequate.

Use the following information as well as testimony from the hearing to make this finding. This corresponds with Subdivision Statement of Facts A13, A14, A15, and A16.

Sidewalks

Sidewalks are proposed on both sides of all local streets throughout the development, supplemented by perimeter multi-use paths and mid-block walkways where block lengths exceed 600 feet. The sidewalk system provides continuous pedestrian connectivity within Coeur Terre 2 and connections to the master-planned trail network.

Streets

The internal street network is designed to City standards for alignment, grade, intersection geometry, and surfacing. Collector streets include Coeur Terre Boulevard and Nez Perce Road. No frontage improvements are required on Huetter Road per the Development Agreement. Off-site transportation improvements include a roundabout at Huetter Road/Access A and a northbound left-turn lane at Huetter/Mullan Road, consistent with the Traffic Impact Analysis. Stop-controlled intersections will be identified on construction plans.

Alleys

No alleys are proposed within the preliminary plat. The street network provides adequate access to all lots via public streets without the need for alleys.

Rights-of-Way

Street rights-of-way, easements, and intersection geometry are designed to City standards. The plat identifies all proposed rights-of-way consistent with the Development Agreement.

Easements

Minimum 20-foot easements centered over water mains and 30-foot combined sewer/water easements are required where applicable. All utility easements for public sewer shall be dedicated to the City prior to building permits.

Street Lighting

Street lighting shall be installed to City standards concurrent with each phase of development, consistent with Development Agreement Section 3.5 and City standards.

Fire Protection

Water distribution mains are sized to meet fire flow and hydrant spacing standards. Fire department access roads meet minimum width requirements (20 feet for buildings up to 30 feet in height, 26 feet for buildings over 30 feet). Hydrant placement and spacing will be reviewed prior to final plat recordation. A secondary means of egress shall be constructed prior to building permits for more than 30 single-family dwellings or more than 200 multi-family dwelling units per the International Fire Code.

Planting

Street trees and landscaping shall be installed to City standards concurrent with each phase at the time of permitting. Tree setbacks of 10 feet from water infrastructure are required.

Drainage

Stormwater management is handled by on-site infiltration. All storm drainage shall be retained on individual lots. A stormwater management plan shall be submitted and approved prior to any construction activity.

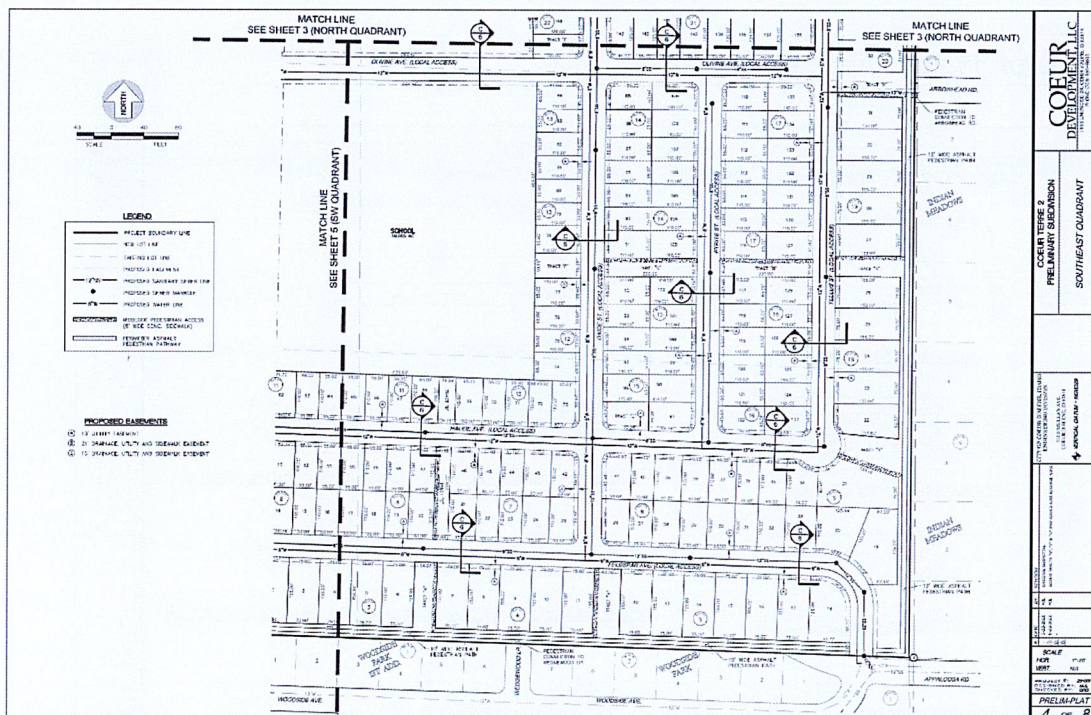
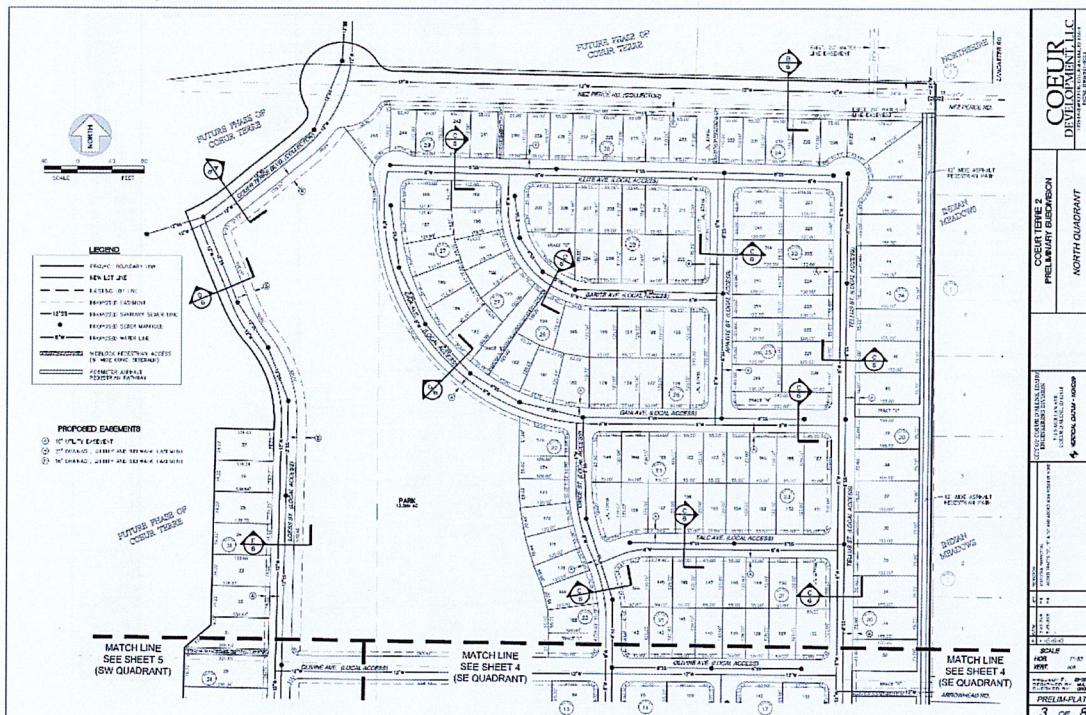
Pedestrian and Bicycle Facilities

Perimeter trail systems include a 12-foot asphalt multi-use path along the eastern boundary (connecting north-south) and a 10-foot path along the southern boundary (connecting east-west). Trail corridors will extend the full length of the development as development progresses by phase. The applicant has agreed to develop and dedicate two traversing north-south trails and two traversing east-west trails to City standards.

Utilities

Water systems include distribution mains sized for fire flow and demand, connecting to the municipal system. Sewer systems connect to the municipal system via the Appaloosa trunk main, which shall be extended prior to the 454th equivalent residential unit (ERU) per Development Agreement Section 3.2.1.3. All utilities are designed to City standards.

Street Layout and Utilities: Water & Sewer



Evaluation: *The Planning and Zoning Commission must determine, based on the information before it, whether or not the provisions for sidewalks, streets, alleys, rights-of-way, easements, street lighting, fire protection, planting, drainage, pedestrian and bicycle facilities, and utilities are adequate for the request. Specific ways in which the request is or is not supported by the facts should be stated in the finding.*

Finding B3: **That the proposed preliminary plat (does) (does not) comply with all of the subdivision design standards (contained in chapter 16.15) and all of the subdivision improvement standards (contained in chapter 16.40).**

Use the following information as well as testimony from the hearing to make this finding. This corresponds with Subdivision Statement of Facts A10, A11, A13, A14, and A15.

The applicant has submitted a subdivision application checklist with responses addressing each applicable provision of Chapter 16.15. The checklist indicates compliance with all applicable standards. No design deviations have been requested. The street network and pedestrian connectivity are designed to the applicable design standards. Utilities are designed to City standards. Compliance with Chapter 16.40 improvement standards will be confirmed through engineering plan review and permitting for each phase.

Engineering has vetted the plans for compliance, the preliminary plans meet both subdivision design standards (Chapter 16.15) and improvement standards (Chapter 16.40).

-Submitted by Chris Bosley, City Engineer

Evaluation: *The Planning and Zoning Commission must determine, based on the information before it, whether the proposed preliminary plat does or does not comply with all of the subdivision design standards (contained in chapter 16.15) and all of the subdivision improvement standards (contained in chapter 16.40). Specific ways in which the request is or is not supported by the facts should be stated in the finding.*

Finding B4: **The lots proposed in the preliminary plat (do) (do not) meet the requirements of the applicable zoning district.**

Use the following information as well as testimony from the hearing to make this finding. This corresponds with Subdivision Statement of Facts A8 and A9.

All lots are designed to meet the minimum lot size, frontage, and density requirements of their respective zoning districts. Proposed densities of 2.4 du/acre (R-3), 3.2 du/acre (R-8), and 7.3 du/acre (R-17) are within the permitted maximums for each district. The community park lot and public-school site lot are consistent with the zoning assigned at annexation and the Development Agreement. All R-3, R-8, and R-17 lots meet minimum frontage and lot size requirements.

R-3 (Residential at 3 units/acre): Single-family homes

17.05.010: GENERALLY:

- A. The R-3 District is intended as a residential area that permits single-family detached housing at a density of three (3) units per gross acre (i.e., the density for an acre of unsubdivided land, regardless of where streets, etc., may or may not be located, will be calculated at a minimum of 3 units).
- B. The gross acre calculation is intended to provide the subdivider flexibility, so when dedicating land for public use, the density may be made up elsewhere in the subdivision as long as the other site performance standards are met.
- C. This district is intended for those areas of the City that are developed at this density because of factors such as vehicular access, topography, flood hazard and landslide hazard.
- D. A maximum of two (2) dwelling units are allowed per lot provided the lot meets the minimum lot square footage for two (2) units and each dwelling unit meets the minimum yard (setback) requirements.
 1. For the purposes of this section, the term "two (2) dwelling units" shall mean two (2) single family dwelling units or one single family dwelling unit and one accessory dwelling unit.

17.05.020: PERMITTED USES; PRINCIPAL:

Principal permitted uses in an R-3 District shall be as follows:

- Administrative.
- Essential service (underground).
- "Home occupation", as defined in this title.
- Neighborhood recreation.
- Public recreation.
- Single-family detached housing.

17.05.030: PERMITTED USES; ACCESSORY:

Accessory permitted uses in an R-3 District shall be as follows:

- Accessory dwelling units.
- Garage or carport (attached or detached).
- Private recreation facility (enclosed or unenclosed).

17.05.070: SITE PERFORMANCE STANDARDS; MINIMUM LOT:

Minimum lot requirements in an R-3 District shall be eleven thousand five hundred (11,500) square feet. All buildable lots must have seventy-five feet (75') of frontage on a public street, unless an alternative is approved by the City through normal subdivision procedure (i.e., cul-de-sac and flag lots), or unless a lot is nonconforming (see section 17.06.980 of this title).

R-8 (Residential at 8 units/acre): Single-family homes and public park

17.05.090: GENERALLY:

- A. The R-8 District is intended as a residential area that permits a mix of housing types at a density not greater than eight (8) units per gross acre.
- B. In this district a special use permit, as prescribed in section 17.09.205 of this title may be requested by neighborhood sponsor to restrict development for a specific area to single-family detached housing only at eight (8) units per gross acre. To constitute neighborhood sponsor, at least sixty six percent (66%) of the people who own at least sixty six percent (66%) of the property involved must be party to the request. The area of the request must be at least one and one-half (1 1/2) acres bounded by streets, alleys, rear lot lines, or other recognized boundary. Side lot lines may be used for the boundary only if it is also the rear lot line of the adjacent property.
- C. Project review (see sections 17.07.305 through 17.07.330 of this title) is required for all subdivisions and for all residential, civic, commercial, service and industry uses, except residential uses for four (4) or fewer dwellings.
- D. A maximum of two (2) dwelling units are allowed per lot provided the lot meets the minimum lot square footage for two (2) units and each dwelling unit meets the minimum yard (setback) requirements.
 1. For the purposes of this section, the term "two (2) dwelling units" shall mean two (2) single family dwelling units, one single family dwelling unit and one accessory dwelling unit (ADU), or one duplex. (Ord. 3600, 2018; Ord. 3560, 2017)

17.05.100: PERMITTED USES; PRINCIPAL:

Principal permitted uses in an R-8 District shall be as follows:

- Administrative.
- Duplex housing.
- Essential service (underground).

- "Home occupation", as defined in this title.
- Neighborhood recreation.

- Public recreation.
- Single-family detached housing.

17.05.110: PERMITTED USES; ACCESSORY:

Accessory permitted uses in an R-8 District shall be as follows:

- Accessory dwelling units.
- Garage or carport (attached or detached).
- Private recreation facility (enclosed or unenclosed)

17.05.150: SITE PERFORMANCE STANDARDS; MINIMUM LOT:

The minimum lot requirements in an R-8 District shall be five thousand five hundred (5,500) square feet per unit per individual lot. All buildable lots must have fifty feet (50') of frontage on a public street, unless an alternative is approved by the City through normal subdivision procedure, or unless a lot is nonconforming (see section [17.06.980](#) of this title)

R-17 (Residential at 17 units/acre): Multi-family and school site

17.05.250: GENERALLY:

- A. The R-17 District is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre.
- B. This district permits single-family detached housing as specified by the R-8 District and duplex housing as specified by the R-12 District.
- C. This district is for establishment in those areas that are not suitable for lower density residential due to proximity to more intense types of land use.
- D. This district is appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low-density residential districts.
- E. Project review (see chapter 17.07, article IV of this title) is required for all subdivisions and for all residential, civic, commercial, service and industry uses except residential uses for four (4) or fewer dwellings. (Ord. 3560, 2017)

17.05.260: PERMITTED USES; PRINCIPAL:

Principal permitted uses in an R-17 District shall be as follows:

- Administrative.
- Childcare facility.
- Community education.
- Duplex housing as specified by the R-12 District.
- Essential service.

- "Home occupation", as defined in this title.
- Multiple-family.
- Neighborhood recreation.
- Public recreation.
- Single-family detached housing.

17.05.270: PERMITTED USES; ACCESSORY:

Accessory permitted uses in an R-17 District shall be as follows:

- Accessory dwelling units.
- Garage or carport (attached or detached).
- Mailroom and/or common use room for multiple-family developments.
- Outside area or building for storage when incidental to the principal use.
- Private recreation facility (enclosed or unenclosed)

17.05.310: SITE PERFORMANCE STANDARDS; MINIMUM LOT:

A. Minimum lot requirements in an R-17 District shall be as follows:

1. Two thousand five hundred (2,500) square feet per unit except for single-family or duplex housing.
2. Five thousand five hundred (5,500) square feet per single-family detached lot.
3. Three thousand five hundred (3,500) square feet per unit for duplex housing lots.

B. All buildable lots must have fifty feet (50') of frontage on a public street unless an alternative is approved by the City through the normal subdivision procedure or unless a lot is nonconforming (see section 17.06.980 of this title).

The R-17 zoning district allows single-family homes and a variety of housing types supporting multiple families, such as townhomes, row homes, twin homes, duplexes, and apartments. It also allows the school use. This subdivision includes R-17 lots that could support all the above.

Evaluation: *The Planning and Zoning Commission must determine, based on the information before it, whether or not the lots proposed in the preliminary plat do or do not meet the requirements of the applicable zoning district.*

ADDITIONAL DETAILS

The following information is provided for the Planning and Zoning Commission's consideration. Specific comments below support the preceding findings by describing how each utility, facility, and Development Agreement triggering requirement would be implemented with this request.

STREETS:

The subject property is east of Huetter Road and provides two vehicular connections to Appaloosa Road and Nez Perce Roads as defined in the Annexation and Development Agreement. No frontage improvements are required on Huetter Road per the Development Agreement. All proposed interior streets meet the requirements of the Development Agreement and City Standards. All required street improvements were identified in the Traffic Impact Analysis and are discussed below under Traffic. All proposed roadway sections meet or exceed City design standards.

-Submitted by Chris Bosley, City Engineer

Section 4.3 of the Development Agreement acknowledges that there were seven dead-end roadways at the eastern and southern property boundaries and that the Owners agree that only W. Nez Perce Road and W. Appaloosa Road shall be allowed to connect the property with the residential subdivisions to the east and south. These two connections are necessary for public safety reasons. The Owners, in consultation with the City, shall design and construct the connections with traffic calming features to discourage speeding and, to the greatest extent reasonably possible, through-traffic, to ensure designs that encourage traffic originating in Coeur Terre to exit onto W. Hanley Avenue and N. Huetter Road, instead of to the east. Bollards and lock gates will not be acceptable methods of discouraging through traffic. The remaining streets shall permanently terminate at the Property's eastern and southern boundaries, but pedestrian and bicycle access shall be provided at the terminuses of these streets. City staff has reviewed the design of the street network and connections with Nez Perce Road and Appaloosa Road, and agree that the design satisfies the Development Agreement. Additionally, the road design would not directly connect to the future commercial area, which further limits through-traffic into the neighborhoods.

The additional vehicular connection to and through the Industrial Park in Coeur Terre 1 will not replace and does not allow for the removal of access for either Appaloosa or Nez Perce Roads. The signed Agreement specifically defines these as allowed, and they cannot be altered by this subdivision request. This additional connection was made by the Owner at their own volition and is in addition to the two approved access roads.

-Submitted by Sean Holm, Senior Planner

TRAFFIC:

A Traffic Impact Analysis (TIA) was completed by CivTech for this phase of the development, which identified future traffic volumes, anticipated traffic congestion issues, and potential mitigation measures to relieve congestion. This phase of the development is anticipated to generate 4,896 trips/day with 560 occurring during the

AM Peak Hour and 445 occurring during the PM Peak Hour. As described in the TIA, the developer will be responsible for adding a left turn lane on Huetter Road at Mullan Avenue and installing a roundabout at Huetter Avenue and the proposed Halite Ave. The Streets and Engineering department agrees with the mitigation measures identified in the TIA.

-Submitted by Chris Bosley, City Engineer

STORMWATER:

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site. Development of the subject property will require that all storm drainage be retained on individual parcels. This issue will be addressed at the time of plan review and site development of the subject property.

-Submitted by Chris Bosley, City Engineer

WATER:

Water System Requirements & Coordination for Proposed Development

1. Relocation of Existing 24" Transmission Main (Nez Perce):

- The existing 24" transmission main currently located in Nez Perce will need to be relocated. The final alignment has not yet been determined and must be coordinated with the City and design engineers.

2. Timeline for Relocation:

- The relocation must be planned and completed prior to any construction activity. All work related to relocation must occur during the off-season (non-peak demand period) to avoid service impacts.

3. Design Requirement:

- Detailed design work is required for the transmission main relocation. No construction may begin until the design is complete and approved.

4. Hydraulic Study (JUB Engineering):

JUB must complete a hydraulic study to confirm:

- The new line and proposed well are adequately sized
- Supply is sufficient for projected demand
- Whether an additional well or water tank is necessary as stated in the water dept comp plan.

5. Service Connections:

- No individual services will be allowed on the transmission main.

6. Timing of Main Activation:

- The relocated transmission main must be activated only during the off-season to minimize risk during high-demand periods.

7. Coordination with School District:

This is necessary to avoid future redesigns.

Secondary Irrigation System Requirements:

If a separate irrigation system is proposed:

- ✓ A certified operator is required to manage it
- ✓ The irrigation provider must be registered with 811
- ✓ Separation of potable and non-potable lines must follow DEQ standards (minimum 10-foot horizontal separation) and any lots that have access to auxiliary water will be required to have an approved RPBA installed on the supply line immediately downstream of the water meter.

8. All irrigation valves must be clearly marked to identify the system.

9. Tree Setbacks:

- A 10-foot minimum separation is required between trees and all water infrastructure.

10. Tie-In at W. Arrowhead Rd.:

- A system tie-in is needed on W. Arrowhead Rd. To facilitate this, Lot 33 must be shifted north to create an open space between Lots 32 and 33.

11. W. Woodside Ave. Transmission Main & PRV on N. Hutter Rd.:

- The transmission main exiting W. Woodside must be relocated to accommodate the new layout.
- The Pressure Reducing Valve (PRV) on N. Hutter Rd. must also be relocated to function correctly with the updated pressure zones and development layout.

12. Abandonment of Unused Stubs:

- Any unused water stubs out of W. Woodside Ave. must be abandoned at the main.

13. Design Submittals for Hydraulic Review:

All water system designs must be submitted to JUB for review to determine:

- Adequate incoming water supply
- The need for an additional well
- The need for a storage tank

14. Easements

- Provide a minimum 20-foot easement centered over the water main or minimum 30-foot easement over combined sewer and water facilities where applicable.

15. Development Water Study Compliance

- Contractor is required to complete all upgrades and requirements identified in the Lakeside Development Water Study.

-Submitted by Glen Poelstra, Water Department Assistant Director

WASTEWATER:**Appaloosa Trunk Main (3.2.1.3)**

- Critical trigger – The Appaloosa Trunk Main must be upsized prior to 454th equivalent residential unit (ERU) or as required by the City Wastewater Department. Coeur Terre 2's 506 units exceed this; narrative and Appendix A confirm owner responsibility. ERU tracking and construction timing/phasing must be reported to the Wastewater utility.
- The Trunk Main in Appaloosa Rd. between manhole MH FWN1-23HA and FWN1-23H may require upsizing (current main is 8 inches with change to 12 inches prior to manhole FMNH1-23H)
- Fairway & Riverside Surcharge Fees: Surcharges assessed on individual building permits (proportionate share) at time of submittal.
- Coeur Terre must meet all Wastewater standards and policies and adhere to the development agreement and all amendments as approved.

-Submitted by Torri Green, Wastewater Utility

POLICE:

Coeur Terre 2 would generate an additional 1,130 +/- residents and, based on the staffing ratios that have proven successful for providing appropriate Police services to the City of Coeur d'Alene, the department would need to add 1.89 sworn positions to take on the extra call volume.

-Submitted by David Hagar, Patrol Captain

FIRE:

The Fire Department works with the Engineering, Water, and Building Departments to ensure the design of any proposal meets mandated safety requirements for the city and its residents and can provide services to the subject property.

Fire department access to the site (Road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (Size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development and Building Permit, utilizing the currently adopted International Fire Code (IFC) for compliance.

The existing Woodside Park subdivision to the south of Coeur Terre 2 is out of compliance with IFC access requirements. An emergency Fire Department access point is provided in the subdivision design and reflected in the conditions to remedy the deficiency.

-Submitted by Craig Etherton, Fire Marshal

PARKS:

Community Park: The Owners have agreed to donate to the City, via Warranty Deed, approximately 12.3 acres of land in the Development to the City for a public community park. The Owners further agree to complete baseline improvements for the park, according to a design and layout approved by the City, including items such as parking lots, perimeter sidewalks (trails), rough grading, and installation of irrigation and utility stub-outs to the park, and to transfer the park to the City by the commencement of the development of the 199th gross acre of the Property (school sites and water assets excluded). This park shall be counted toward the required ten percent (10%) open space for any approved Planned Unit Development (PUD), but shall not serve to satisfy any deficiencies of open space which may exist in a PUD developed prior to the construction of the park.

Parks Analysis

The owners have agreed to donate 12.3 acres for a public community park in this phase. In the Development Agreement, we required a total of 17.7 acres of parkland to be allocated between the two proposed parks. The neighborhood park to the north has been approved at 5.4 acres, so the size of this park meets the department's needs. Regarding the baseline requirements, we met with the developer regarding the neighborhood park, and they agreed to substitute the sidewalk requirement around the park with 10-foot paved trails. We would like a similar arrangement with the community park. These trails will be configured to create a perimeter pathway around the park. The parking lot will be built to accommodate 50 stalls. Two of those will be handicapped stalls with a load/unload zone between them. Configuration to match the parking lot at Shadduck Park.

Trails:

Public Trail/Multiuse Path System (N-S): The Owners have agreed to develop and dedicate two (2) traversing north-south trails to City standards that connect out of the Development to facilities for public use, a minimum of twelve feet (12') wide and paved to City standards. The north-south trails shall be developed and dedicated adjacent to each phase of development and shall eventually extend the entire length of the Development, to be constructed as development of each phase progresses, or once the water transmission main is relocated, whichever is sooner.

Trails Analysis

The plan shows a 12-foot-wide north/south trail on the east side of Coeur Terre Boulevard, starting from Hanley Road and terminating at the southern end of the future

community park. This trail will need to continue to the southern end of the development. The future north/south trail on the east side of the development turns west at the southern end and continues west to end at Coeur Terre Boulevard. This trail should continue to Huetter. The Coeur Terre Boulevard needs to connect to this trail. This way, all trails connect to and through the development.

Public Trail/Multiuse Path System (E-W): The Owners have agreed to develop and dedicate two (2) traversing east-west trails to City standards that connect out of the Development to facilities for public use, a minimum of ten feet (10') wide and paved to City standards. The east-west trails shall be developed and dedicated adjacent to each phase of development.

Trails Analysis

The plan shows a 10-foot-wide east/west trail, starting on the east side of the property, running along Nez Perce Road to Coeur Terre Boulevard, and ending at the future park. According to the Development Agreement, this trail will need to connect all the way through to Huetter on the west to create connectivity through the development.

Pre-Construction Work: Prior to dedicating any park parcel, the Owners agree to maintain the site in a manner that facilitates future park development by avoiding contaminants, soil compaction, improper fill, and the like. The Owners will also remove any construction waste or debris and decompact the soil prior to dedication to the City. This property will be mass graded to match adjacent street grades, and to address infrastructure needs such as utility cover, and the like.

Parks Analysis

The developer will need to have the dedication of the park and the building of trails to coincide with the building of the development so that, as the development reaches those areas, the parks are dedicated and the trails are built. Having these completed and dedicated by the end of phase 4 aligns with the goals of the department. If these guidelines are met, this will satisfy the pre-construction work requirement.

-Submitted by Monte McCully, Trails Coordinator

Development Agreement: ARTICLE VI. MISCELLANEOUS

6.5 Affordability Covenants with Use, Refinance, and Resale Restrictions and Purchase Option: The Owners agree to reserve at least five percent (5%) of owned residential units and five percent (5%) of the rental residential units for affordable and professional workforce housing that meets 80-130% of Area Median Income (AMI) for the date on which it is sold or rented. All residential units shall be a variety of bedroom counts. The

affordable and workforce housing requirement shall be protected by deed restriction or another equally effective method, and shall be reviewed in light of the addendum study to the Housing Availability and Affordability Study by PAHA, CDAEDC and U of I. Habitat for Humanity shall be given First Right of Refusal on a minimum one (1) multi-family parcel for its land trust inventory. The Owners shall be entitled to build thirty (30) market rate units before this requirement is triggered. Thereafter, the Owners agree that the five percent (5%) reserved-units requirement shall be met with each phase, provided that a subsequent phase may have less than five percent (5%) to the extent that previous phases exceeded five percent (5%). The reserved units shall be a mix of rental and owned, as well as a mix of housing types. The Owners agree to work with Panhandle Area Housing Alliance (PAHA), other housing agencies, and/or shall self-administer the program. The Owners agree to provide an annual report to the City of how this requirement has been addressed in the preceding twelve-month period and will also conceptually outline plans for the next twelve-month period as to how this will be addressed. If the City determines that there are concerns with the reporting and/or satisfaction of this condition, the Owners agree to an independent third-party audit and compliance measures as agreed upon by the Parties to effectuate this condition.

Affordability Analysis for Coeur Terre 2

A minimum of 26 affordable/workforce housing units totaling approximately 5% of Coeur Terre units, distributed across phased additions as follows:

- Addition: 5 units (5.75%)
- 1st Addition: 4 units (5.08%)
- 2nd Addition: 4 units (5.80%)
- 3rd Addition: 2 units (5.12%)
- 6th Addition: 11 units (5.16%)

Overall, this yields 15 affordable owned units in the R-3 and R-8 zones and 11 affordable rental units in R-17 zone (6th Addition). The distribution achieves a mix of housing types: single-family owned across the first four additions and multi-family rental in the 6th Addition and allows for phase-to-phase balancing. The proposal aligns with the Development Agreement's intent to provide workforce housing options. Note that the applicant may choose to distribute the affordable/workforce units across Coeur Terre as long as no less than 5% are realized in any given phase per the Development Agreement.

Phasing Flexibility

The phasing order shown on the preliminary plat is conceptual. The Development Agreement (Section 6.1) provides for phased development over a 20- to 30-year buildout period and contemplates that specific phasing order may be adjusted based on market conditions and infrastructure readiness. Any phasing adjustments remain

subject to the development triggers established in the Development Agreement, including: the Appaloosa trunk main extension, the community park dedication, the school site dedication, the Nez Perce Road connection, and the affordable housing requirement.

Concurrency

The applicant has submitted a Concurrency Analysis Matrix “A” confirming that each phase satisfies the requirements of the Development Agreement, consistent with Development Agreement. The matrix demonstrates that infrastructure, facilities, and services will be adequate and available concurrent with each phase of development.

ORDINANCES & STANDARDS USED FOR EVALUATION:

- 2042 Comprehensive Plan
- Transportation Plan
- Municipal Code
- Idaho Code
- Wastewater Treatment Facility Plan
- Water and Sewer Service Policies
- Urban Forestry Standards
- Transportation and Traffic Engineering Handbook, I.T.E.
- Manual on Uniform Traffic Control Devices (MUTCD)
- 2017 Coeur d'Alene Trails Master Plan
- 2021 Parks Master Plan

PROPOSED SUBDIVISION CONDITIONS OF APPROVAL:

Fire:

1. Landscaping must not cover or hide fire protection systems such as fire hydrants, FDC's or PIV's.
2. Secondary means of egress shall be constructed and accepted by the City prior to the issuance of building permits for more than 30 single-family dwellings or more than 200 multi-family dwelling units as required by the International Fire Code (IFC). This includes emergency access to Woodside Park which is currently out of compliance with IFC.
3. Minimum fire department access road width is 20' for buildings up to 30' in height and 26' in buildings over 30' in height.
4. No parking on roadways less than 26' in width.

Planning:

5. The 12-acre park site shall be designated as a tract when the final plat is recorded in anticipation of a future City asset.

6. A homeowner's association (HOA) will be required to ensure the perpetual maintenance of private open space/connectivity tracts, stormwater assets, and all other private common areas.
7. Open space/stormwater tracts associated with the phasing must be completed or bonded for (at 150%) as specified by the Development Agreement, or at the time of plat recordation, whichever comes first.
8. The applicant must provide current counts for all homes and rental units in Coeur Terre to ensure the 5% affordable/workforce housing requirement is met.

Wastewater:

9. An unobstructed City approved "all-weather" access shall be required over all public sewers.
10. All public sewer plans require IDEQ or QLPE Approval prior to construction.
11. Sewer Policy #716 requires all legally recognized parcels within the City to individually connect and discharge into (1) public sewer connection.
12. Any utility easement for the public sewer shall be dedicated to the City prior to building permits.
13. Coeur Terre Surcharge Fees will be applied as well as all applicable Sewer Cap Fees at time of building permit.
14. The Appaloosa Trunk Main must be upsized prior to 454th ERU or as required by the City Wastewater Department.
15. ERU tracking and construction timing/phasing must be reported to the Wastewater utility.

Water:

16. Relocation of Existing 24" Transmission Main (Nez Perce): The existing 24" transmission main currently located in Nez Perce will need to be relocated. The final alignment has not yet been determined and must be coordinated with the city and design engineers.
17. Timeline for Relocation: The relocation must be planned and completed prior to any construction activity. All work related to relocation must occur during the off-season (non-peak demand period) to avoid service impacts.
18. Design Requirement: Detailed design work is required for the transmission main relocation. No construction may begin until the design is complete and approved.
19. Hydraulic Study (JUB Engineering): JUB must complete a hydraulic study to confirm:
 - a. The new line and proposed well are adequately sized
 - b. Supply is sufficient for projected demand
 - c. Whether an additional well or water tank is necessary as stated in the water dep comp plan.

20. Service Connections: No individual services will be allowed on the transmission main.
21. Timing of Main Activation: The relocated transmission main must be activated only during the off-season to minimize risk during high-demand periods.
22. **Secondary Irrigation System Requirements:**
If a separate irrigation system is proposed:
- A certified operator is required to manage it
 - The irrigation provider must be registered with 811
 - Separation of potable and non-potable lines must follow DEQ standards (minimum 10-foot horizontal separation) and any lots that have access to auxiliary water will be required to have an approved RPBA installed on the supply line immediately downstream of the water meter.
 - All irrigation valves must be clearly marked to identify the system.
23. Tree Setbacks: A 10-foot minimum separation is required between trees and all water infrastructure.
24. Tie-In at W. Arrowhead Rd.: A system tie-in is needed on W. Arrowhead Rd. To facilitate this, Lot 33 must be shifted north to create an open space between Lots 32 and 33.
25. W. Woodside Ave. Transmission Main & PRV on N. Hutter Rd.:
- The transmission main exiting W. Woodside must be relocated to accommodate the new layout.
 - The Pressure Reducing Valve (PRV) on N. Hutter Rd. must also be relocated to function correctly with the updated pressure zones and development layout.
26. Abandonment of Unused Stubs: Any unused water stubs out of W. Woodside Ave. must be abandoned at the main.
27. Design Submittals for Hydraulic Review: All water system designs must be submitted to JUB for review to determine:
- Adequate incoming water supply
 - The need for an additional well
 - The need for a storage tank
27. Easements
- Provide a minimum 20-foot easement centered over the water main or 30-foot combined sewer and water easement where applicable.
28. Development Water Study Compliance
- Contractor is required to complete all upgrades and requirements identified in the Lakeside Development Water Study.

Parks:

29. The 12.3-acre public park and the supporting parking lot shall be designed in a joint effort between the developer and the Parks Department at the time of development per the Development Agreement (199th acre) or by phasing, whichever comes first.

Engineering:

30. As described in the Traffic Impact Assessment (TIA), the developer will be responsible for adding a left turn lane on Huetter Road at Mullan Road and a roundabout at Access A (Halide Ave).

ACTION ALTERNATIVES:

Planning and Zoning Commission will need to consider this Subdivision request and make separate findings to approve with conditions, approve without conditions, deny, or deny without prejudice. The findings worksheets are attached.

Attachment(s):

Applicant's Application, Narrative, & Supporting Documentation
MOU Between Owner and SD #271
Development Agreement

EXHIBIT C

TO COEUR TERRE 2 RESIDENTIAL SUBDIVISION

LEGAL MEMORANDUM

ANNEXATION AND DEVELOPMENT AGREEMENT

(File No. A-4-22)

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and dated this 21 day of March, 2023, by and between the City of Coeur d'Alene, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, a municipal corporation organized and existing pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and Kootenai County Land Company, LLC, an Idaho limited liability company, together with its affiliated entities which hold legal title to the subject Property, LREV 27 LLC, an Idaho limited liability company, LREV 28 LLC, an Idaho limited liability company, LREV 29 LLC, an Idaho limited liability company, LREV 30 LLC, an Idaho limited liability company, LREV 31 LLC, an Idaho limited liability company, LREV 32 LLC, an Idaho limited liability company, LREV 33 LLC, an Idaho limited liability company, LREV 34 LLC, an Idaho limited liability company, LREV 35 LLC, an Idaho limited liability company, LREV 36 LLC, an Idaho limited liability company, LREV 37 LLC, an Idaho limited liability company, LREV 38 LLC, an Idaho limited liability company, and LREV 39 LLC, an Idaho limited liability company, all Attn: Melissa Wells, 1859 N. Lakewood Drive, Coeur d'Alene, ID 83814, and C/O J. Todd Taylor, Randall | Danskin, 601 W. Riverside Avenue, Suite 1500, Spokane, WA 99201. Such affiliated entities are referred to herein collectively as the "Owners."

WITNESSETH:

WHEREAS, the Developer, as an affiliate of the Owners holding title to the subject property, intends to develop 438.718 acres of land, comprised of fourteen (14) parcels, adjacent to the City limits of the City which the Developer wishes to develop in phases over the next twenty (20) to thirty (30) years, and the Developer (together with the Owners) has applied for annexation to the City and said property to be annexed is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, on October 11, 2022, the Coeur d'Alene Planning and Zoning Commission recommended zoning of the Property in advance of annexation and approval of the requested annexation, subject to the successful completion of the annexation process. A copy of the approved Findings and Order is attached hereto and incorporated herein by reference as Exhibit "B;" and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Developer, the Owners, or their affiliates, performing the conditions hereinafter set forth. A copy of Council's Findings and Order is attached hereto and incorporated herein by reference as Exhibit "C;" and

WHEREAS, the Community Planning Director and the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof for the

ANNEXATION AND DEVELOPMENT AGREEMENT - 1
Resolution No. 23-012

JENNIFER LOCKE 50 P 2932621000
KOOTENAI COUNTY RECORDER
KKR Date 03/30/2023 1:55 PM
REQ OF COEUR D'ALENE CITY

RECORDING FEE: \$0.00

XK



City to enter into a Development Agreement with the Developer and Owners of the Property pursuant to the terms contained herein; and

WHEREAS, the Developer and Owners have participated in the drafting of this Agreement and acknowledge that the terms hereof are fair and reasonable; and

WHEREAS, the Developer and Owners consent and agree to the terms of this Agreement.

NOW, THEREFORE,

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

ARTICLE I: PURPOSE, LEGAL DESCRIPTION, ANNEXATION MAP, AND ZONING

- 1.1 Purpose: Developer and Owners enter into this Agreement, in part, in order to obtain annexation and zoning of the Property, while the City seeks to obtain partial mitigation of the impacts of annexation, zoning, and the future phased development of the Property; and that the promises of Owners to mitigate as contained in this Agreement are a partial inducement for City to do so. The terms "Owner" and "Owners" includes any and all successors in interest of the Property, and/or any portion of the Property. This Agreement will be recorded as an encumbrance against the Property and all obligations herein shall attach and run with the land.
- 1.2 Legal Description and Annexation Map: The Property is 438.718 acres, comprised of fourteen (14) parcels, generally located east of Huetter Road, south of future Hanley Avenue, west of the Industrial Park, Northshire and Indian Meadows neighborhoods, and north of the Woodside neighborhood, and is more particularly described in Exhibit "A."
- 1.3 Zoning Districts and Zoning Map: The agreed upon zoning districts are described and shown on the zoning map attached hereto and incorporated herein by reference as Exhibit "D."
- 1.4 Maximum Number of Residential Units: Despite zoning that could theoretically allow for approximately four thousand nine hundred forty (4,940) residential units, the Owner agrees to a maximum residential unit count of two thousand eight hundred (2,800). This is the number that the City's wastewater system is capable of handling at the time of this Agreement, as evaluated in the May 2022 Wastewater Collection Study. The distribution of density shall be governed by underlying zoning and shall be generally consistent with the Conceptual Master Plan (Exhibit "E").
- 1.5 Buffer Zone: The Owner shall provide a minimum of two hundred (200) feet of R-3 zoning abutting existing residential neighborhoods to the east and south. Properties zoned R-3

shall be limited to single-family residential with a maximum height of thirty-two (32) feet. Other allowable uses within this R-3 zoning district include open space, trails and public utilities.

- 1.6 Dedication of Huetter Right-of-Way: The Owners agree that, within sixty (60) days after the recording of this Agreement, an agreed portion of property owned by the Owners located west of the annexation boundary (Exhibit "A") and within the City's Area of City Impact ("ACI") shall be dedicated to the Post Falls Highway District in order to establish the eastern edge of the Huetter right-of-way. This dedication is intended to provide the required fifty-foot (50') half right-of-way on the east side of Huetter Road.

ARTICLE II: STANDARDS

- 2.1. Construction to City Standards: The Owners agree that all improvements required by this Agreement, or by any and all applicable codes, regulations, and policies adopted by the City, will be built to City standards or to the standards of the public agency with jurisdiction over a particular service to the Property. The Owners further agree to adhere to all applicable City policies and procedures regarding such improvements, including, but not limited to, sanitary sewer, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities, traffic control devices, and roads. Such policies specifically include those concerning extension of utility lines in a manner acceptable to the City to make service available to adjoining lands and limiting site access from arterial and collector roadways utilizing access management policy.
- 2.2. Effective Date of Applicable Standards: The Owners agree that all laws, codes, standards, policies, and procedures regarding public improvement construction that the Owners are required to comply with or otherwise meet pursuant to this Agreement or applicable City codes are those in effect when construction of each such improvement is commenced. If the Owners fail to comply with applicable laws in the course of constructing improvements on the Property, public or otherwise, the Owners acknowledge that the City may withhold further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval, until such compliance is attained. The Owners further acknowledge that the City may also pursue any other legal remedy for its failure to comply with applicable laws.
- 2.3. Inspection and Testing: The Owners agree that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. The Owners agree to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be

provided at no cost to the City and comply with City submittal standards. The Owners agree that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. The Owners agree to provide the City with at least twenty-four (24) hours-notice before such testing. The City retain sole authority to determine if the public improvement meets City requirements for acceptance.

- 2.4. As-Built Drawings: The Owners agree to provide the City accurate "as-built" drawings, conforming with City submittal standards, of all public improvements within thirty (30) days of the date of substantial completion of construction of any specific public improvement on the Property or portion thereof if the public improvement is to be built in phases. If as-builts are not provided as required by this Agreement, the Owners agree that the City may withhold further development approvals for the Property and waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approvals. The Owners understand and agree that the City will not accept public improvements for maintenance or allow occupancy of structures using said improvements until accurate "as-builts" are provided, the improvements have passed City inspection referenced in Section 2.3, and the improvements have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES

- 3.1. Water: The Owners agree to use a public water supply system for any development of the Property and to pay all required fees and charges, including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owners may seek to obtain water service from any lawful source whether public or private beginning ninety (90) days after the date that the Owners requested water service from each public water supply system that has legal authority to serve the Property. The Owners may continue to use existing wells on the Property, subject to the subsection below, for irrigation of agriculture, common areas, open space; for use in water features and ponds; and in public or private parks only. Use of such wells for any other purpose shall constitute a violation of this Agreement.
- 3.1.1 Water Rights: The parties agree that the City shall apply for domestic water rights, with the Owners reimbursing the City for the application fee. If the new domestic water rights are not granted, the Owners agree to grant to the public water supply system agreeing to provide water service to the Property, in a form acceptable to the City, a portion of water right # 95-7049 in the amount of 5 CFS, in order to assure that the public water system has adequate water rights to supply domestic water and/or irrigation to the Property. Nothing shall preclude the Owners from developing their own irrigation system using existing and/or new irrigation water rights.

- 3.2. Wastewater: The Owners agree to use the City Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges, including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with the rules and regulations of the City in effect at the time of request. The City does not warrant that sanitary sewer capacity will be available at the time the Owners request connection to the sanitary sewer system. Any connections and associated projects must not negatively impact the progression and continuity of the City's wastewater collection system.

- 3.2.1 Limitation on Development Based on Sewer Flows: In the October 2021 study performed by JUB Engineering, entitled "Coeur Terre Development Wastewater Collection Study," five (5) "limiting reaches" were identified when adding planned flow from the Coeur Terre Development (hereinafter referred to as the "Development") into the City's collection system based on the 2013 Master Plan ("2013 MP") Flows. The following identifies those limiting reaches and establishes the City's requirements for the corrective projects necessitated by additional future flows contemplated in the 2013 Master Plan, which includes the planned growth of the Coeur Terre Development. The project timing specified supersedes any conflicting information in the 2021 JUB Study. The City reserves the right to reassess available capacity based on actual flow meter data. An annual report shall be submitted by the Owners updating the ERU's contributing to each "reach" as well as expected ERU's to be contributing in the coming year.

- 3.2.1.1 Hawk's Nest Lift Station: The lift station currently has an excess capacity of 325 gallons per minute ("gpm") under all 2013 MP scenarios. City Staff has determined that if the flow into the lift station is increased, the capacity of the lift station must be increased to maintain the current excess capacity of 325 gpm. The Development is anticipated to increase the flow into the lift station to 1,130 gpm. Therefore, upgrades are required to increase the capacity of the Hawk's Nest Lift Station in order to maintain the 325 gpm excess capacity.

- a. To increase the capacity of the Hawk's Nest Lift Station, larger pumps, electrical switchgear, and VFD controls are required per the City's lift station standards. In addition, it will be necessary to provide onsite natural gas for future emergency power generation.
- b. To ensure adequate capacity for existing customers, wastewater requires the pump station be upgraded prior to the recordation of any plat.
- c. The Owners will be responsible for all costs, engineering, and construction associated with these modifications.

3.2.1.2 Laurel/Sherwood Trunk Main: This main will be minimally impacted by the Development considering the 2013 MP pipe design parameters. This section will not need modification based on the information provided at the time of this study.

- a. If it is subsequently determined that modification is needed based on the increased density, revised sewer routing, or similar factor of the Development, the Owners will be responsible for its proportionate share of the costs, engineering, and construction associated with the Development's impacts.

3.2.1.3 Appaloosa Trunk Main: The existing Appaloosa Trunk Main does not have sufficient remaining capacity to accommodate the Development flow. The gravity sewer in Appaloosa Road to Atlas Road should be upsized to a fifteen-inch (15") pipe. In addition, the existing pipe slopes are variable and contain several near-flat reaches as well as steep reaches. To avoid the need to upsize the pipe diameter further, modifications to the pipe slope shall be made to increase the capacity of the fifteen-inch (15") pipe by straight grading and creating a more uniform slope that is still steeper than the minimum slope of a fifteen-inch (15") gravity sewer pipe.

- a. There is minimal flow in this line currently and it can handle approximately 908 additional ERUs (@155 gpd per ERU) before reaching design maximum. The City requires that this main be modified based on a modeled 0.5 d/D or 454 new ERUs as a result of the Development.
- b. The Owners will be responsible for all costs, engineering, and construction associated with these modifications.

3.2.1.4 Fairway Trunk Main: The existing eighteen-inch (18") Fairway Trunk Main does not have sufficient remaining capacity to accommodate the additional projects necessitated by additional future flows contemplated in the 2013 Master Plan, which includes the planned growth of the Coeur Terre development. The existing pipe slopes are variable and contain several near-flat reaches as well as steep reaches. In order to avoid upsizing the pipe diameter, which would result in excess capacity that likely would not be used, modifications to the pipe slope will need to be made to increase the capacity of the existing 18-inch pipe by straight grading and creating a more uniform slope.

- a. This pipe section can handle approximately 3,354 additional ERUs (@155 gpd per ERU) before reaching design maximum.
- b. The City will adopt a surcharge for this improvement within one year of recording this Agreement, evaluated annually based on the regional Construction Cost Index. The surcharge to be paid with each building permit within the Property that contributes to this section of sewer main line. The Owners will pay the surcharge as required by the adopting ordinance.
- c. The Owners will only be responsible for its proportionate share of the costs, engineering, and construction associated with the Development's impacts.

3.2.1.5 Riverside Interceptor: With the addition of the Development flow, the existing twenty-four inch (24") Riverside Interceptor will experience a maximum flow of 8.34 million gallons per day ("mgd") and a d/D that is greater than the acceptable maximum. In order to reduce the resulting d/D of the existing twenty four-inch (24") interceptor, flow from the Hawk's Nest Lift Station force main and the Fairway Trunk Main must be rerouted into a new parallel twenty-four inch (24") pipe along the same alignment.

- a. The existing pipe section can handle approximately 5,617 additional ERUs (@155 gpd per ERU) before reaching design maximum.
- b. The City will adopt a surcharge for this improvement within one year of recording this agreement, evaluated annually based on the regional Construction Cost Index. The surcharge to be paid with each building permit within the Property that contributes to this section of sewer main line. The Owners will pay the surcharge as required by the adopting ordinance.
- c. The Owners will only be responsible for its proportionate share of the costs, engineering, and construction associated with the Development's impacts.

3.3 Size of Water and Sewer Mains: The Owners agree on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the City or other public entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, the City will determine the appropriate main size based on adopted City master plans and may require the Owners to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owners may request

reimbursement for oversizing costs during the subdivision or other development approval process.

- 3.4 Garbage Collection: The Owners agree that, upon the expiration of the term of any existing contract which provides garbage collection services to the Property, the Owners will begin using the garbage collection service contracted by the City. The City agrees that its garbage collection contractor will provide curb side garbage service to all approval accesses, including arterials, collectors, local streets, private streets, and alleyways. The Owners are responsible for contacting the City's garbage collection vendor to determine if the vendor has capacity to serve the Development. If the vendor does not have such capacity, the Owners shall arrange for garbage collection services for the Development with a vendor of its choice.
- 3.5 Street Lights: The Owners agree to adhere to City policies and standards for street light design and construction.
- 3.6 Street Trees: The Owners agree to adhere to City policies and standards for street trees.

ARTICLE IV: PUBLIC IMPROVEMENTS & DEDICATIONS

- 4.1. Installation of Public Improvements: The Owners agree that, with each phase of development in a subdivision, PUD, or site plan, prior to occupancy, and prior to issuance of any building permits, it shall submit plans for approval and construct and install, or otherwise secure the required construction and installation, in a manner acceptable to the City for all improvements required by City Code, policy, or this Agreement, including, but not limited to, sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, street trees, pedestrian/bicycle paths, traffic control devices, and sidewalks. The City shall have no obligation for maintenance of any such improvement until the City formally accepts said improvement.
- 4.2 Rights-of-Way and Easements: As partial consideration for this Agreement, the Owners agree to dedicate the following rights-of-way and grant the following easements to the City at the time of execution of this Agreement and/or with subsequent development requests as required by the City and to enter into a Road Development Agreement with the Post Falls Highway District.
- 4.2.1 Until the final alignment of the Huetter Bypass is determined with the alternatives analysis planning process that is underway with the Idaho Transportation Department, the Owners agree to hold, in a reserve area for future right-of-way dedication to the Post Falls Highway District, the easterly fifty feet (50') of S.33, T.51N., R.4W., B.M., and S.4, T.50N., R.4W., B.M., within the Property as legally described on Exhibit "A." This will ensure that if future improvements are needed

to bring Huetter Road to an arterial road standard, adequate area is available for the necessary right-of-way. The Owners agree that signage, parking, circulation facilities, landscaping, and buffers typically associated with roads shall be the only items allowed to be placed within the Huetter Road reserve area.

- 4.2.2 With the first phase of development, Hanley Avenue shall be constructed to three lanes, along with installation of pedestrian facilities to accommodate Hanley Avenue's full future buildout. The full buildout of Hanley Avenue will be based on concurrency analysis. The Owners shall pay its proportionate share of the Hanley-Huetter signalized intersection at a time as determined by the affected agencies.
- 4.2.3 In order to address cumulative traffic impacts associated with phased development, the Owners, including its agents, representatives, and assigns, shall install urban standard transportation improvements concurrent with each phase of development, in compliance with City standards and the current City of Coeur d'Alene Trails and Bikeways Master Plan. Traffic studies acceptable to the City and the Post Falls Highway District where applicable, shall be required for each major project phase, as mutually determined by the Parties. A traffic concurrency analysis shall be completed with each subdivision application or every two years, whichever comes first, until the build-out of the project. Concurrent improvements within each phase shall provide independent utility to address the trips generated by that phase, and may not rely on previous improvements not designed or constructed to meet the anticipated travel demand of the new phase nor any subsequent transportation improvements anticipated in future phases. Proposed connections to the existing transportation network in each phase will be determined through the City's development review process and must comply with the Post Falls Highway District's standard if it has jurisdiction of the public right-of-way.
- 4.2.4 All access onto Huetter Road from the development shall be approved by Post Falls Highway District prior to construction and must comply with the Post Falls Highway District's Access Management Ordinance if it has jurisdiction of the public right-of-way.
- 4.3 Street Connections to Existing Subdivisions: Currently, the following streets through subdivisions to the east and south of the Property dead end at the eastern Property boundary: W. Appaloosa Rd., W. Arrowhead Rd., W. Nez Perce Rd., W. Laurel Ave., W. Woodside Ave., W. Wedgewood Loop, and W. Spiers Ave. The Owners agree that only W. Nez Perce Rd. and W. Appaloosa Rd., shall be allowed to connect the Property with the residential subdivisions to the east and south. These two (2) connections are necessary for public safety reasons. The Owners, in consultation with the City, shall design and construct the connections with traffic calming features to discourage speeding and, to the greatest extent reasonably possible, through-traffic, and to ensure designs that encourage traffic originating in Coeur Terre to exit onto W. Hanley Ave. and N. Huetter Rd. instead of to the east. Bollards and lock gates will not be acceptable methods of discouraging through traffic. The remaining streets shall permanently terminate at the Property's eastern

and southern boundaries, but pedestrian and bicycle access shall be provided at the terminuses of these streets.

- 4.4 Roundabouts: No roundabouts on W. Hanley Ave., along the northern boundary of the Property, shall be allowed.
- 4.5 Wastewater Easements: Any wastewater infrastructure not located in the public right-of-way shall be located within a minimum twenty (20) foot wide easement granted to the City of Coeur d'Alene. Any manholes located within easements shall have an unobstructed, all-weather surface so that manholes can be accessible. No wastewater system or public sewer line shall traverse private land outside of an easement.
- 4.6 Impact Fee Credit: The Owners agree that any credit towards the payment of the City's Impact Fees shall be determined by State law and the City Code at the time of assessment.
- 4.7 Public Parklands:
 - 4.7.1 Neighborhood Park: The Owners have agreed to donate to the City, via Warranty Deed, approximately five point four (5.4) acres of land in the Development to the City for a public neighborhood park. The Owners further agree to complete baseline improvements for the park, according to a design and layout approved by the City, including items such as parking lots, perimeter sidewalks, rough grading, and installation of irrigation and utility stubouts to the park, and to transfer the park to the City by the commencement of the development of the eighty-first (81st) gross acre of the Property (school sites and water assets excluded). This park shall be counted toward the required ten percent (10%) open space for any approved Planned Unit Development (PUD), but shall not serve to satisfy any deficiencies of open space which may exist in a PUD developed prior to the construction of the park.
 - 4.7.2 Community Park: The Owners have agreed to develop and donate to the City, via Warranty Deed, approximately twelve point three (12.3) acres of land in the Development to the City for a public community park. The Owners further agree to complete baseline improvements for the park, according to a design and layout approved by the City, including items such as parking lots, perimeter sidewalks, rough grading, and installation of irrigation and utility stubouts to the park, and to transfer the park to the City by the commencement of the development of the one-hundred ninety-ninth (199th) gross acre of the Property (school sites and water assets excluded). This park shall be counted toward the required ten percent (10%) open space for any approved Planned Unit Development (PUD), but shall not serve to satisfy any deficiencies of open space which may exist in a PUD developed prior to the construction of the park.

- 4.7.3 Public Trail/Multiuse Path System (N-S): The Owners have agreed to develop and dedicate two (2) traversing north-south trails to City standards that connect out of the Development to facilities for public use a minimum of twelve feet (12') wide and paved to City standards. The north-south trails shall be developed and dedicated adjacent to each phase of development and shall eventually extend the entire length of the Development, to be constructed as development of each phase progresses or once the water transmission main is relocated, whichever is sooner.
- 4.7.4 Public Trail/Multiuse Path System (E-W): The Owners have agreed to develop and dedicate two (2) traversing east-west trails to City standards that connect out of the Development to facilities for public use a minimum of ten feet (10') wide and paved to City standards. The east-west trails shall be developed and dedicated adjacent to each phase of development.
- 4.7.5 Pre-Construction Work: Prior to dedicating any park parcel, the Owners agree to maintain the site in a manner that facilitates future park development by avoiding contaminants, soil compaction, improper fill, and the like. The Owners will also remove any construction waste or debris and decompact the soil prior to dedication to the City. This property will be mass graded to match adjacent street grades, and to address infrastructure needs such as utility cover, and the like.

4.8 Water Facilities:

- 4.8.1 Water Tower Site: The Owners acknowledge that the existing City Water System Master Plan identifies the parcel upon which an existing water storage facility is located, pursuant to a perpetual lease under a previous owner's grant, which parcel was to be transferred by Warranty Deed to the City upon annexation. Therefore, the Owners agree to transfer to the City a parcel of at least one-hundred fifty feet by one-hundred fifty feet (150'x150') at the current location for the water storage facility. The transfer of property ownership shall occur contemporaneously with the annexation of the Property.
- 4.8.2 Well Site: The Owners acknowledge that the City Water System Master Plan identifies the need for a well in the quadrant where the Property is located. Therefore, the Owners agree to transfer to the City a parcel at least one-hundred fifty feet by one-hundred fifty feet (150'x150') at a mutually acceptable location for a new City well. The tentative well site is identified in Exhibits "D" (p. 39) and the corresponding Zoning Map, and Exhibits "E" and "G." The transfer of ownership shall occur within seven (7) days after determination that the well site meets City standards. The well site must meet City standards for water quality and flow. The City will commence test drilling on the proposed site within one (1) year from the date of dedication. If the proposed site does not meet the City's water quality or flow requirements, the Owners shall provide another site at a mutually

acceptable location. This process will continue until a site is found that meets the City's water quality and flow requirements. The Owners are not responsible for any cost associated with the testing or construction of the well except for the transfer of ownership of the site. The parties agree to amend Exhibits "D," "E," and "G" when a final well site has been finally selected in accordance with this paragraph.

- 4.9 Compliance with conditions of approval: The conditions of approval, within the Planning and Zoning Commission's Findings and Order attached as Exhibit "B," are expressly incorporated into this Agreement as binding provisions of this Agreement. The Owners specifically agree to fulfill each condition of approval, as clarified and adopted in this Agreement, as if such condition was specifically enumerated in this Agreement.
- 4.10 School Sites: Pursuant to the Memorandum of Understanding entered into by the Owners and School District #271, a copy of which is attached to and incorporated herein by reference as Exhibit "F," the Owners will convey two future school sites to School District #271. If a school is constructed on W. Hanley Ave., a right-turn lane for eastbound traffic on W. Hanley Ave. shall be required. Additionally, the Owners shall be responsible for the cost of Rectangular Rapid Flashing Beacons (RRFBs), including installation costs, for both school sites. The Concurrence Analyses shall determine the exact locations, how many are required for each school, and the timing of installation.
- 4.11 Police Substation: The Owners shall provide space in a commercial development with convenient access to Huetter Road for a police substation. The size of the substation shall be adequate for use by officers to write reports and carry out other official functions. The Owners agree to work with the Police Department to satisfy this requirement.

ARTICLE V: CONSIDERATION & FEES

- 5.1. Annexation Fee: The Owners agree to provide, as an annexation fee, a total cash payment in the amount of Two Million Dollars (\$2,000,000.00). One Million Dollars (\$1,000,000.00) of this will be paid to the City at the time of recordation of the Annexation ordinance and this Agreement, and One Million Dollars (\$1,000,000.00) will be paid to the City no later than two (2) years after the date of recordation of the annexation agreement. This negotiated annexation fee is based on the policy adopted by the City Council by Resolution 98-112, which Resolution provides for consideration in lieu of fees as proposed by the developer and as agreed by the City, which consideration includes benefits to the City of dedication, donations, and below market sales of lands and improvements over and above City code requirements as well as the anticipated build-out densities of the development which are limited by unbuildable lands, development restrictions, and sewer capacity. The negotiated Two Million Dollar Fee, as provided for by this Agreement, is deemed by the parties to be a reasonable annexation fee for City benefits and services provided to the Owners' Property, including but not limited to public safety and other

services. The Owners will remain responsible for all other costs and fees required by City Code.

- 5.2 Increase in Zoning Density: If, within two (2) years of the recordation of the Annexation ordinance and this Agreement, the Owners, or any successor-in-interest, requests a zone change which results in an increase in density, the Owners agree to pay an additional Annexation Fee representing the difference between the fee described in paragraph 5.1 and the fee which would have been owed had the density increase been utilized in the original calculation of the Annexation Fee, based on the fee in effect at the time of the increase in zoning density.
- 5.3 Other Consideration: The Owners agree that other fees and promises set out in this Agreement constitute additional consideration for the Agreement between the parties. The consideration specified herein is deemed by the parties to be good and sufficient, and reasonable in exchange for the benefits provided by the City to the Owners for the use and development of the Property, including, but not limited to: public safety, street services, police and fire equipment, community, and traffic planning.
- 5.4 No Extension of Credit: The parties, after careful determination of the actual burdens on the City, have agreed to a specific timeline governing when the consideration will become due. This timeline anticipates specific payment at a specific date and is, in no manner, a loan of services or an extension of credit by the City in violation of the State Constitution.
- 5.5 Payment of Annexation Fees: If the fees required by this Agreement are not paid in a timely manner, the Owners expressly agree that the City may withhold final plat approval or building permit issuance until such time as the required fees are paid.
- 5.6 Other Fees: Additionally, the Owners shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), building permit fees, and any applicable impact fees. Fees referred to in this section are established by Municipal Ordinance and/or resolution and arise independent of this Agreement.
- 5.7 Owners' Reimbursement to the City: The Parties agree that the City has utilized substantial staff time to prepare the Annexation and Development Agreement that will benefit the Owners. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such Agreement. The Parties agree that such fee shall be in the amount of Five Thousand and no/100 Dollars (\$5,000.00).

ARTICLE VI. MISCELLANEOUS

- 6.1 Subdivision, Planned Unit Development, Site Plan, Boundary Line Adjustment, and other Land Use Applications: The Parties acknowledge that it is the Owners' intent to develop

the Property in phases through the subdivision, planned unit development (PUD), and other land use application processes, such as site plans and boundary line adjustments, over the next twenty (20) to thirty (30) years. The Owners agree that Exhibit "F" hereto represents a preliminary phasing plan which will serve as a general outline for the Project. Council shall be notified of any significant change in the preliminary phasing plan. Future PUD and subdivision proposals shall consider compatibility with surrounding neighborhoods.

- 6.2 The Owners agree that in the event a subdivision plat, a planned unit development (PUD), site plan, or boundary line adjustment is desired, then the Owners will submit a proper and complete application in compliance with the City's development ordinances in effect at the time of the desired action.
- 6.3 Construction Activities: The Owners shall provide that all construction vehicles, including delivery vehicles and private vehicles of construction employees, shall access the Property from W. Hanley Ave. or N. Huetter Rd. without traveling through the Indian Meadows, Northshire, or Woodside Park subdivisions.
- 6.4 Concurrency Analysis: The Owners agree that concurrency with the minimum approved standards of this Agreement and any future approvals is borne by the Owners. Each phase and/or subdivision request made to the City shall be accompanied by a concurrency analysis of the Development, as a whole and as to the phase, to address compliance for each proposed plat with current codes, regulations, and policies. Open space, parks, trails/multiuse paths, affordable and professional worker housing, transportation, water, sanitary sewer, unit count, and overall density by zone, phase, and the subject property as a whole, including compliance with the total cap on density and units, shall be tracked and reported throughout the project duration in a timely manner by the Owners to the Planning Department.
- 6.5 Affordability Covenants with Use, Refinance, and Resale Restrictions and Purchase Option: The Owners agree to reserve at least five percent (5%) of owned residential units and five percent (5%) of the rental residential units for affordable and professional workforce housing that meets 80-130% of Area Median Income (AMI) for the date on which it is sold or rented. All residential units shall be a variety of bedroom counts. The affordable and workforce housing requirement shall be protected by deed restriction or another equally effective method, and shall be reviewed in light of the addendum study to the Housing Availability and Affordability Study by PAHA, CDAEDC and U of I. Habitat for Humanity shall be given First Right of Refusal on a minimum one (1) multi-family parcel for its land trust inventory. The Owners shall be entitled to build thirty (30) market-rate units before this requirement is triggered. Thereafter, the Owners agree that the five percent (5%) reserved-units requirement shall be met with each phase, provided that a subsequent phase may have less than five percent (5%) to the extent that previous phases exceeded five percent (5%). The reserved units shall be a mix of rental and owned, as well as a mix of housing types. The Owners agree to work with Panhandle Area Housing

Alliance (PAHA), other housing agencies, and/or shall self-administer the program. The Owners agree to provide an annual report to the City of how this requirement has been addressed in the preceding twelve-month period and will also conceptually outline plans for the next twelve-month period as to how this will be addressed. If the City determines that there are concerns with the reporting and/or satisfaction of this condition, the Owners agree to an independent third-party audit and compliance measures as agreed upon by the Parties to effectuate this condition.

- 6.6 Conceptual Master Plan: Future subdivision and PUD applications shall generally adhere to the alignment of the transportation network, product and place types, trails/multiuse paths, and public parks as shown in the conceptual design, attached hereto and incorporated herein by reference as Exhibit "E," subject to the Zoning Code in effect at the time of development.
- 6.7 Remedies and Deannexation: The Parties agree that in the event a Party fails to comply with the terms of this Agreement, commits any material breach, defaults, or otherwise fails to perform any substantive and material term or condition of this Agreement, and does not cure such breach, default, or failure within thirty (30) days of written notice from the adverse Party, or in the case of a breach, default, or failure to perform that is incapable of being cured within the thirty (30) day time period from written notice from the adverse Party, the Party fails to cure the same and thereafter to prosecute the cure of such breach with reasonable due diligence and continuity, then the adverse Party may deannex any property that has not been developed following the City's notice and public hearing process for Annexation pursuant to the City.
- 6.8 Force Majeure: Notwithstanding the foregoing, the Owners, on behalf of all successors and assigns, shall be held to a standard of reasonableness and shall not be liable to the City or considered in breach or default of this Agreement, based upon matters outside its control, including but not limited to acts of God, civil riot, war, strikes, labor unrest, or shortage of labor or materials. In such an event, the City shall grant Owners and their successors and assigns, extensions, upon the request of Owners or successors and assigns, for such period of time as said matters may remain in effect.
- 6.9 Notices: All notices under this Agreement shall be in writing, shall be delivered to each of the Parties, and shall be (i) delivered in person or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the Party, address set forth in the introductory paragraph of this Agreement, or (iii) sent by facsimile and email with the original to follow by mail in the manner described above. It is provided, however, that any Party may change its respective address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party hereto in the manner provided above. All notices sent pursuant to the terms of this paragraph shall be deemed received (i) if sent by overnight, express carrier, on the next business day immediately following the day sent,

(ii) if sent by registered or certified mail, on the third business day following the day sent or (iii) if sent by facsimile or email on the date so sent.

- 6.10 Reliance by Parties: This Agreement is intended by Owners to be considered by the City as part of the Owners' request for annexation of the Property and for Owners' future applications for subdivision approval, PUD approval, and other. This Agreement is contingent upon said annexation. Owners acknowledge and intends the City to consider and rely upon this Agreement in its review and consideration of said annexation request and future subdivision and PUD applications.
- 6.11 Relationship of Parties: It is understood that the contractual relationship between the City, and the Owners is such that no Party is the agent, partner, or joint venturer of any other Party.
- 6.12 Successors and Assigns: Recorded Covenant Running with Land: This Agreement shall inure to the benefit of the City, the Owners, and each of their respective heirs, successors and assigns. This Agreement, including all covenants, terms, and conditions set forth herein, shall be and is hereby declared a covenant running with the land with regard to the Property or any portion thereof, and is binding on all parties to this Agreement as well as their respective heirs, successors and assigns.
- 6.13 No Waiver: In the event that the Parties or their respective successors and assigns, do not strictly comply with any of the obligations and duties set forth herein, thereby causing a default under this Agreement, any forbearance of any kind that may be granted or allowed by the City, the Owners, or any successor or assign, to the other party under this Agreement shall not in any manner be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement with regard to any subsequent default or breach.
- 6.14 Partial Invalidity: In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court or other governmental body, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.
- 6.15 Entire Agreement: This Agreement sets forth the entire understanding of the Parties hereto, and shall not be changed or terminated orally. Any other agreements between the Parties, express or implied, are hereby cancelled and of no further force nor effect. It is understood and agreed by the Parties hereto that there are no verbal or written promises, agreements, stipulations or other representations of any kind or character, express or implied, other than as set forth in writing in this Agreement.

- 6.16 Exhibits: All exhibits referred to herein are incorporated in this Agreement by reference, whether or not actually attached.
- 6.17 Authority: Each of the persons executing this Agreement represents and warrants that he has the lawful authority and authorization to execute this Agreement, as well as all deeds, easements, liens and other documents required hereunder, for and on behalf of the entity executing this Agreement.
- 6.18 Time is of the Essence: Time is of the essence in this Agreement. The Parties agree that this Agreement will be finalized and recorded within six (6) months of annexation and zoning approval by the City Council.
- 6.19 Merger: The representations, warranties, covenants, conditions, and agreements of the parties contained in this Agreement shall survive the acceptance of any deeds, dedications, and/or easements.
- 6.20 Recordation, Merger, and Amendment: The Owners further agree this Agreement shall be recorded by the City at the Owners' expense. All promises and negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended by a writing signed by both parties. The parties agree that this Agreement shall not be amended by a change in any law. The parties agree this Agreement is not intended to replace any other requirement of City Code.
- 6.21 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 pertain.
- 6.22 Compliance with Applicable Laws: The Owners agree to comply with all applicable Federal, State, and local laws and regulations.
- 6.23 Publication of Ordinance: The parties agree that, until the date of publication of the annexation ordinance, no final annexation of the Owners' Property shall occur. Upon proper execution and recordation of this Agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Owners' Property.
- 6.24 Promise of Cooperation and Mediation: Should circumstances change, operational difficulties arise, or misunderstandings develop, the Parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement. If the Parties cannot amicably resolve the disagreement, then they agree to retain a mediator, acceptable to both parties, and to conduct at least four (4) hours of mediation prior to initiating a lawsuit against the adverse party.

- IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and Melissa Wells has caused the same to be executed on behalf of the Owners, the day and year first above written.

By James Hammond
James Hammond, Mayor

Kelley Setters
Renata McLeod, City Clerk
Deputy Kelley Setters

On this 21 day of March, 2023, before me, a Notary Public, personally appeared James Hammond and Renata McLeod, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

SHERRIE L. BADERTSCHER
COMM. #20205077
NOTARY PUBLIC
STATE OF IDAHO

Sherrill Bodecker
Notary Public for Idaho
Residing at Spiritlake, ID
My Commission expires: 12/28/2026

DEVELOPER
KOOTENAI COUNTY LAND COMPANY, LLC

By Melissa Wells
Melissa Wells, Manager

OWNERS

LREV 27 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 28 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 29 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 30 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 31 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 32 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 33 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 34 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 35 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 36 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 37 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 38 LLC

By Melissa Wells
Melissa Wells, Manager

LREV 39 LLC

By Melissa Wells
Melissa Wells, Manager

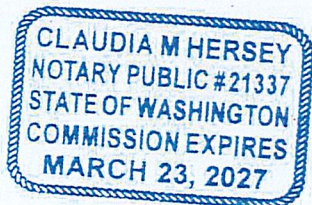
Washington
STATE OF IDAHO)

) ss.

County of ~~Kootenai~~) Spokane

On this 29th day of March, 2023, before me, a Notary Public, personally appeared Melissa Wells, representing Kootenai County Land Company, LLC, LREV 27 LLC, LREV 28 LLC, LREV 29 LLC, LREV 30 LLC, LREV 31 LLC, LREV 32 LLC, LREV 33 LLC, LREV 34 LLC, LREV 35 LLC, LREV 36 LLC, LREV 37 LLC, LREV 38 LLC, and LREV 39 LLC, as member, and acknowledged to me that she executed the same on behalf of, and with the authority of, the companies.

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



Claudia M Hersey
Notary Public for Idaho Washington
Residing at Spokane, WA
My Commission expires: March 23, 2027

EXHIBIT "A"

(Legal Description & Annexation Map: Excludes Property Outside ACD)

KOOTENAI COUNTY LAND COMPANY

CITY OF COEUR D' ALENE ANNEXATION

THAT PART OF THE WEST HALF OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 88°39'33" EAST, ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE ALONG THE EXISTING CITY LIMITS BOUNDARY OF THE CITY OF COEUR D'ALENE THE FOLLOWING 5 COURSES AND DISTANCES:

1. THENCE SOUTH 88°39'33" EAST 2587.01 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33;
2. THENCE SOUTH 00°52'54" WEST 2641.95 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 33;
3. THENCE SOUTH 00°53'34" WEST 2645.44 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;
4. THENCE SOUTH 00°19'49" WEST, ALONG THE WESTERLY BOUNDARY OF THE PLAT OF INDIAN MEADOWS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO, A DISTANCE OF 2737.32 TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4;
5. THENCE NORTH 88°04'43" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4; A DISTANCE OF 1830.40 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 2 OF THE PLAT OF WOODSIDE PARK FIRST ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 368, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE DEPARTING SAID EXISTING CITY LIMITS BOUNDARY, CONTINUING NORTH 88°04'43" WEST 751.85 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD THE FOLLOWING 4 COURSES AND DISTANCES:

1. THENCE NORTH 07°59'16" WEST 239.25 FEET
2. THENCE NORTH 00°05'34" EAST 1962.47 FEET;
3. THENCE SOUTH 88°47'00" EAST 15.00 FEET;
4. THENCE NORTH 00°05'34" EAST 507.07 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 33;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD, SOUTH 88°47'00" EAST, ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 745.81 FEET;

THENCE NORTH 01°08'46" EAST, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 575.74 FEET;

THENCE NORTH 88°46'45" WEST 760.82 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE NORTH 01°08'46" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD 745.56 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD, SOUTH 88°46'22" EAST 1062.89 FEET;

THENCE NORTH 00°15'35" EAST 1325.02 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE NORTH 88°45'41" WEST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1042.39 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD THE FOLLOWING 3 COURSES AND DISTANCES:

1. THENCE NORTH 01°09'27" EAST 2175.54 FEET;
2. THENCE SOUTH 88°39'33" EAST 15.00 FEET;
3. THENCE NORTH 01°09'27" EAST 471.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 438.718 ACRES, MORE OR LESS.

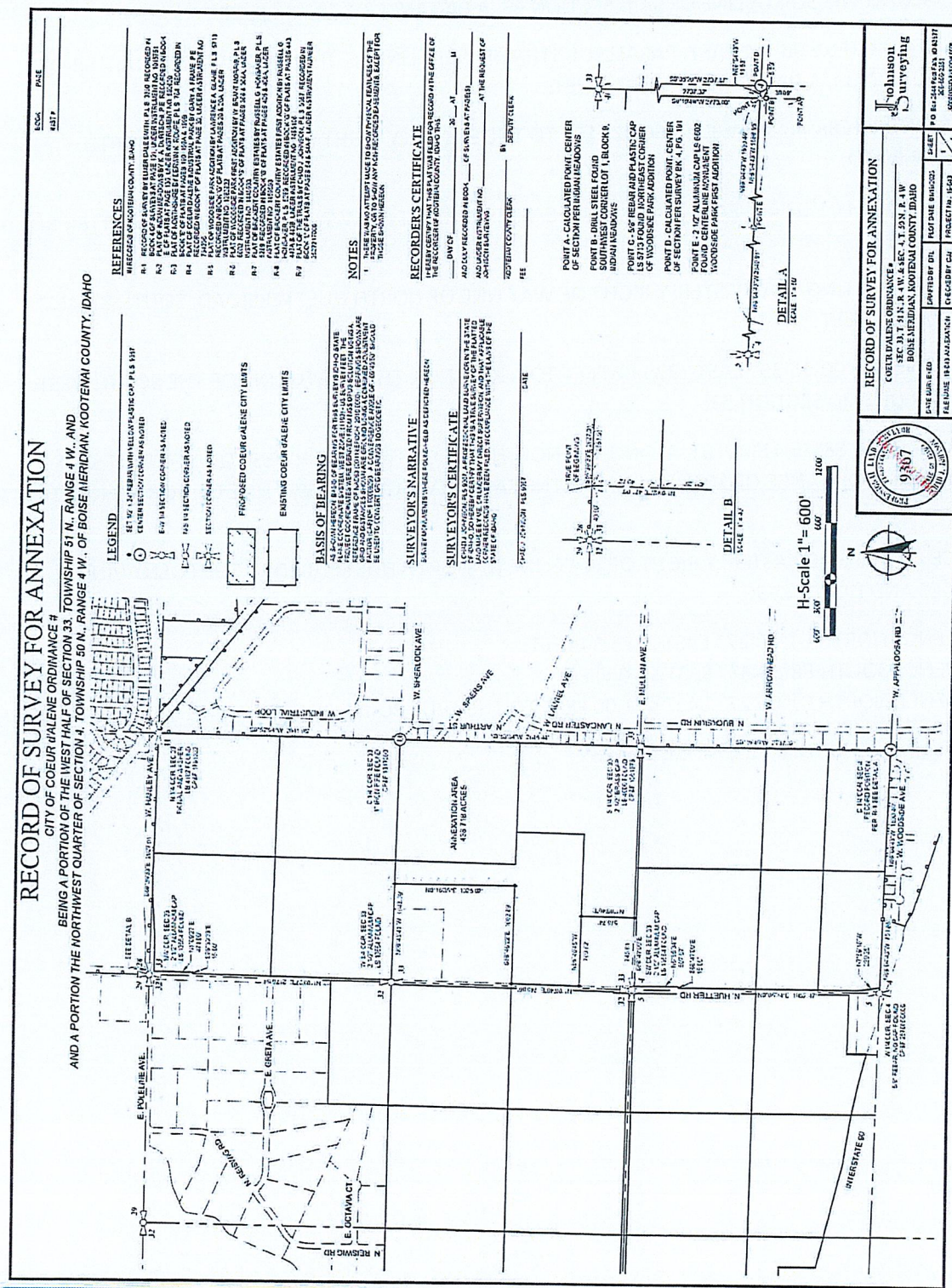


EXHIBIT "B"

(Planning and Zoning Commission Findings and Order)

COEUR D'ALENE PLANNING COMMISSION

FINDINGS AND ORDER

A-4-22

A. INTRODUCTION

This matter having come before the Planning Commission on October 11, 2022 and there being present a person requesting approval of ITEM A-4-22, a request for zoning prior to annexation of +/- 440 acres from County Ag Suburban to City R-8, R-17, C-17L, and C-17.

APPLICANT: KOOTENAI COUNTY LAND COMPANY, LLC

LOCATION: PROPERTY NORTH OF INTERSTATE-90 AND WOODSIDE AVENUE,
SOUTH OF WEST HANLEY AVENUE, EAST OF HUETTER ROAD, AND
WEST OF ATLAS ROAD

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

(The Planning Commission may adopt Items B1 to B7.)

- B1. That the existing land uses are residential and commercial
- B2. That the Comprehensive Plan Map designation is Single Family Neighborhood, Compact Neighborhood, Urban Neighborhood and Mixed-Use Low.
- B3. That the zoning is County Ag Suburban.
- B4. That the notice of public hearing was published on, September 17, 2022, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on October 3, 2022 , which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on October 11, 2022.
- B8. That this proposal is in conformance with the Comprehensive Plan as follows:

Community & Identity

Goal CI 1: Coeur d'Alene citizens are well informed, responsive, and involved in community discussions.

Objective CI 1.1: Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement.

Goal CI 3: Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households.

Objective CI 3.1: Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing.

Growth & Development

Goal GD 1: Develop a mix of land uses throughout the city that balance housing and employment while preserving the qualities that make Coeur d'Alene a great place to live.

Objective GD 1.1: Achieve a balance of housing product types and price points, including affordable housing, to meet city needs.

Objective GD 1.5: Recognize neighborhood and district identities.

Goal GD 2: Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth.

Objective GD 2.1: Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on all staff input, testimony and in the staff report noting pages 22 and 23 listing all the conditions from the various departments the capacity to serve this property.
- B10. That the physical characteristics of the site make it suitable for the request at this time because the land is flat with exception of portions in the south with no topography issues or physical site constraints.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses because the zoning that is proposed provides the right adjacent capability with surrounding areas. KMPO said in their presentation "Most facilities with planned improvements can tolerate additional traffic and are in support of this development and later be able to evaluate this project as phases come forward. He stated the zones selected R-17, C-17L and C-17 are designed to provide a good buffer to the surrounding properties.

C. ORDER: CONCLUSION AND DECISION

Planning Commission is tasked with recommending zoning for the annexation request. The Commission shall provide a recommendation of zoning to City Council along with an evaluation of how the proposed annexation does meet the required evaluation criteria for the requested annexation.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

Note: The following items are specific to this annexation request and are potential conditions that are subject to negotiation between the parties. All other policies and department requirements for development are obligatory and included in the annexation and development agreement.

Water:

- Existing public utility easements for the City's 24" transmission main will be maintained or replaced at the developer's expense.
- The property for an existing water storage facility under the tank, as mutually agreed upon, shall be transferred to the City.
- A well parcel for a potential new water source is required to be transferred to the City as the developer's contribution toward the expense of developing an additional water source to adequately serve the community. The well site is requested to be transferred upon confirmation of acceptable water quality through City installation of a test well on an agreed upon site.
- Water rights for the property, both domestic potable and irrigation, will be addressed in the annexation and development agreement.

Wastewater:

- There are 5 potential projects highlighted by Lakeside Real Estate Holdings and JUB Engineering to upgrade sewer collection system sewer capacity. These projects are laid out in the "Coeur Terra Development Wastewater Collection Study" (May 2022) from the developer and JUB Engineering. Five (5) "limiting reaches" were identified when adding planned flow from the Coeur Terre project into the City sewer collection system at 2013 Master Plan Flows. Below is a list of these. The development agreement specifies Wastewater's response and defines the necessary corrective projects proposed in this study.
 1. HAWKS NEST LIFT STATION
 2. LAUREL/SHERWOOD TRUNK MAIN
 3. APPALOOSA TRUNK MAIN
 4. FAIRWAY TRUNK MAIN
 5. RIVERSIDE INTERCEPTOR

Streets & Engineering (Transportation/Traffic):

- In the areas where the Bypass project does not impact the existing Huetter Road, Huetter Road shall be reconstructed to the Post Falls and City of Coeur d'Alene standards, as applicable. The City desires that Huetter Road shall be reconstructed from the southern extent of the development to Hanley Road for three lane Arterials,

including bike lanes, a shared-use path on the east side, and dedication of right-of-way to meet the City Standard of 100 feet minimum. The design, alignment and extent of improvements are subject to the location and design of the proposed Huetter Bypass.

- Additional right-of-way shall be set aside and made available as determined by the Idaho Transportation Department for the future Huetter Bypass.
- The Hanley Avenue/Huetter Road intersection shall be reconstructed to its future configuration as modeled for 2045, which includes five lanes on Hanley Ave, reducing to three lanes at the planned collector street into the proposed development. Bike lanes and shared-use paths are also required on both sides of Hanley Ave.
- The Nez Perce Road/Hanley Ave intersection shall be constructed to its future configuration as modeled for 2045. In order to manage increases in traffic, connectivity to existing streets is required without delay throughout the construction of the phased development. The owner shall commit to constructing five road connections to existing streets to the south and east by phases and in a manner that does not allow for this connectivity to be delayed to future phases.
- Any property owned by the applicant that is west of the city's ACI along Huetter Road must be subdivided and conveyed or dedicated to Post Falls Highway District per conversations with the applicant, Post Falls Highway District, and Kootenai County. Property outside the ACI should not be annexed into the City at this time.

Parks:

- Ten (10) acres for one Community Park
- Eight (8) acres of land for one Residential Park
- Two (2) traversing north-south trails that connect out of the development
- Two (2) traversing east-west trails that connect out of the development
- Timing for large scale public park improvements and dedication(s) along with trails connections and improvements to be defined in the annexation and development agreement.

Planning:

- Proposed use limitations: No Adult Entertainment, Billboards, Industrial Uses, Heliports, Outdoor Sales or Rental of Boats, Vehicles, or Equipment, Outdoor Storage of materials and equipment (except during construction), Repair of Vehicles (unless entirely within a building), Sewage Treatment Plants and other Extensive Impact activities (unless publicly owned), Work Release Facilities, Wrecking Yards, and Vehicle Washing (unless located within a building or parking structure).
- Five percent (5%) of the residential units qualify as "affordable/workforce housing" in conjunction with PAHA (or similar organization as exists at the time of implementation) as the administering entity. This level of commitment was discussed with the applicant prior to any hearings with details to be addressed in the annexation and development agreement.
- Ongoing concurrency analysis for total acreage developed, open space improvements (parks and trails), transportation improvements (volume and connections), and affordable/workforce housing will be provided by zone and phase.
- This request is for annexation and zoning designations only. The applicant has provided preliminary conceptual design information that is not binding at this time. Staff

suggests that at a minimum the annexation and development agreement include language that ties future subdivision applications to generally adhere to: alignment of transportation, product types (place types), trails and public parks as shown in the conceptual design.

Other:

- The developer has a Memorandum of Understanding (MOU) with School District #271 for two (2) future school sites. While the City is not a party to the MOU between the developer and the School District, this commitment should be considered in the annexation and development agreement.
- Electric transmission lines, natural gas, and any other existing easements for utilities may exist on the subject properties. The applicant must adhere to the required easements or seek legal changes to alter/extinguish, if needed.

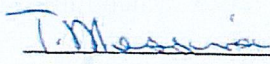
Motion by Ingalls, seconded by Fleming, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Mandel	Voted Yes
Commissioner McCracken	Voted Yes
Commissioner Ward	Voted Yes
Chairman Messina	Voted Yes

Commissioner Luttrupp was absent.

Motion to approve carried by a 6 to 0 vote.


CHAIRMAN TOM MESSINA

COEUR D'ALENE CITY COUNCIL FINDINGS, CONCLUSION, AND ORDER

This matter having come before the City Council on March 21, 2023, and there being present a person requesting approval of ITEM A-4-22, a requested annexation of a +/- 440-acre parcel in Kootenai County, currently zoned AG-Suburban, to be incorporated into city limits with a mix of zoning designations including: R-3, R-8, R-17, C-17L, and C-17.

The Applicant is Kootenai County Land Company, LLC.

The Location is: Property north of Interstate 90 and West Woodside Avenue, south of the future West Hanley Avenue, east of North Huetter Road, and west of North Atlas Road.

FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

The City Council adopts items B1 through B7.

- Finding #B1: That the existing land uses are residential and commercial.
- Finding #B2: That the Comprehensive Plan map designation is Single Family Neighborhood, Compact Neighborhood, Urban Neighborhood, and Mixed-Use Low.
- Finding #B3: That the current zoning is County Ag Suburban.
- Finding #B4: That the notices of public hearings were published on February 4, 2023, and March 4, 2023, which fulfills the legal requirement.
- Finding #B5: That a notice of public hearing was posted on the property on March 3, 2023, which fulfills the legal requirement.
- Finding #B6: That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- Finding #B7: That public testimony was heard on February 21, 2023, and March 21, 2023.
- Finding #B8: That this proposal is in conformance with the Comprehensive Plan policies as follows:
 - Community and Identity. Goal CI 1: Coeur d'Alene citizens are well informed, responsive and involved in community discussion. *Citizens were involved and provided community input multiple times throughout the process.*

- Community and Identity Objective CI 1.1: Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement. *The development is in conformance with the Comprehensive Plan as citizens were involved in the process.*
- Community and Identity Goal CI 3: Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households. *The Developer will provide low-income housing as required in the Development Agreement with a required deed restriction to a certain area median income (percentage of AMI).*
- Community and Identity Objective CI 3.1: Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing. *The Developer will up to 2,800 units of multiple housing types and bedrooms, and provide low-income housing as required in the Development Agreement with a required deed restriction to a certain area median income (percentage of AMI).*
- Growth and Development Goal GD 1: Develop a mix of land uses throughout the city that balances housing and employment while preserving the qualities that make Coeur d'Alene a great place to live. *Coeur d'Alene has a balance of land uses throughout the City and this is a mixed use development, involving residential uses of various types and sizes, as well as commercial and civic uses.*
- Growth and Development Objective GD 1.1: Achieve a balance of housing product types and price points, including affordable housing, to meet City needs. *This is provided for in the Development Agreement.*
- Growth and Development Objective GD 1.5: Recognize neighborhood and district identities. *The Project is a great opportunity to create something unique with opportunities for families, including trails, parks, and schools.*
- Growth and Development Goal GD 2: Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth. *All of the City's utilities have examined the development proposal and planned for the future development. They are able to provide high-quality infrastructure to accommodate the proposed growth and development.*
- Growth and Development Objective GD 2.1: Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment. *The City's utilities have planned for future development and are able to provide high-quality infrastructure to accommodate growth and redevelopment.*
- Finding #B9: That public facilities and utilities are available and adequate for the proposed use. This is based on *staff input, the testimony of the developer, the proposed Annexation and Development Agreement, and the staff reports.*

- Finding #B10: That the physical characteristics of the site make it suitable for the request at this time because: *the land is relatively flat, there are no topographical issues or physical site constraints.*
- Finding #B11: That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses because: *the zoning that is proposed adjacent to the surrounding residential subdivisions (R-3) is in accordance with the City's Comprehensive Plan. The traffic concerns are addressed in the Annexation and Development Agreement with concurrency studies to be completed with each phase.*

ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned findings, concludes and orders that the request of KOOTENAI COUNTY LAND COMPANY, LLC, for annexation of a +/- 440-acre parcel in Kootenai County, and assigning zoning districts R-3, R-8, R-17, C-17L, and C-17 as shown in the Annexation and Development Agreement, should be approved.

The City Council further orders that the Annexation shall be contingent on the Owners of the Property signing an Annexation and Development Agreement as approved by Council.

MOTION: Motion by McEvers, seconded by Evans, to move to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Wood	Voted No
Council Member Gookin	Voted No
Council Member Miller	Voted Aye
Council Member McEvers	Voted Aye
Council Member Evans	Voted Aye
Council Member English	Voted Aye

Motion to approve A-4-22 carried by a 4 to 2 vote.

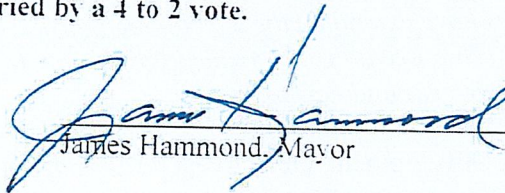

James Hammond, Mayor

EXHIBIT "D"

(Legal Descriptions of Zoning Districts & Corresponding Zoning Map)

ZONE C-17L (WATER TOWER)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE SOUTH 00°52'54" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER 150.00 FEET;

THENCE NORTH 88°39'33" WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER 150.00 FEET;

THENCE NORTH 00°52'54" EAST 150.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 88°39'33" EAST 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 22501 SQ. FT OR 0.517 ACRE, MORE OF LESS.

ZONE C-17 (NORTH)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88°39'33" WEST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE, 1135.12 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01°20'27" WEST 676.63 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 26°24'24" WEST, A CHORD DISTANCE OF 169.46 FEET, THROUGH A CENTRAL ANGLE OF 50°07'53", A DISTANCE OF 174.99 FEET;

THENCE SOUTH 51°28'20" WEST 145.79 FEET;

THENCE NORTH 88°38'42" WEST 99.77 FEET;

THENCE NORTH 00°44'36" EAST 113.94 FEET;

THENCE NORTH 89°43'47" WEST 343.18 FEET;

THENCE NORTH 00°24'13" EAST 554.45 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET; A CHORD BEARING OF NORTH 01°54'22" WEST, A CHORD DISTANCE OF 40.30 FEET, THROUGH A CENTRAL ANGLE OF 04°37'10", A DISTANCE OF 40.31 FEET;

THENCE NORTH 04°12'57" WEST 103.40 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 01°54'22" WEST, A CHORD DISTANCE OF 24.18 FEET, THROUGH A CENTRAL ANGLE OF 04°34'10", A DISTANCE OF 24.19 FEET;

THENCE NORTH 00°24'13" EAST 86.26 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4960.00 FEET, A CHORD BEARING OF NORTH 88°50'10" EAST, A CHORD DISTANCE OF 186.03 FEET, THROUGH A CENTRAL ANGLE OF 02°08'57", A DISTANCE OF 186.04 FEET;

THENCE SOUTH 88°39'33" EAST 466.07 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 12.239 ACRES, MORE OR LESS.

ZONE R-17 (NORTH)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88°39'33" WEST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE, 150.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 88°39'33" WEST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY AVENUE 985.12 FEET;

THENCE SOUTH 01°20'27" WEST 676.63 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 26°24'24" WEST, A CHORD DISTANCE OF 169.46 FEET, THROUGH A CENTRAL ANGLE OF 50°07'53", A DISTANCE OF 174.99 FEET;

THENCE SOUTH $51^{\circ}28'20''$ WEST 145.79 FEET;
THENCE NORTH $88^{\circ}38'42''$ WEST 99.77 FEET;
THENCE NORTH $00^{\circ}44'36''$ EAST 113.94 FEET;
THENCE NORTH $89^{\circ}43'47''$ WEST 343.18 FEET;
THENCE NORTH $00^{\circ}24'13''$ EAST 554.45 FEET;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET; A
CHORD BEARING OF NORTH $01^{\circ}54'22''$ WEST, A CHORD DISTANCE OF 40.30 FEET,
THROUGH A CENTRAL ANGLE OF $04^{\circ}37'10''$, A DISTANCE OF 40.31 FEET;
THENCE NORTH $04^{\circ}12'57''$ WEST 103.40 FEET;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A
CHORD BEARING OF NORTH $01^{\circ}54'22''$ WEST, A CHORD DISTANCE OF 24.18 FEET,
THROUGH A CENTRAL ANGLE OF $04^{\circ}34'10''$, A DISTANCE OF 24.19 FEET;
THENCE NORTH $00^{\circ}24'13''$ EAST 86.26 FEET TO THE SOUTHERLY RIGHT OF WAY
LINE OF WEST HANLEY AVENUE;
THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF WEST HANLEY
AVENUE THE FOLLOWING 3 COURSES AND DISTANCES:
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4960.00, A CHORD
BEARING OF SOUTH $86^{\circ}29'36''$ WEST, A CHORD DISTANCE OF 219.56 FEET,
THROUGH A CENTRAL ANGLE OF $02^{\circ}32'11''$, A DISTANCE OF 219.57 FEET;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4050.00 FEET, A
CHORD BEARING OF SOUTH $88^{\circ}17'10''$ WEST, A CHORD DISTANCE OF 432.53 FEET,
THROUGH A CENTRAL ANGLE OF $06^{\circ}07'19''$, A DISTANCE OF 432.74 FEET;
THENCE NORTH $88^{\circ}39'10''$ WEST 149.13 FEET TO AN INTERSECTION WITH THE
EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD;
THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF NORTH HUETTER ROAD
THE FOLLOWING 3 COURSES AND DISTANCES:
THENCE SOUTH $01^{\circ}09'27''$ WEST 421.28 FEET;
THENCE NORTH $88^{\circ}39'33''$ WEST 15.00 FEET;
THENCE SOUTH $01^{\circ}09'27''$ WEST 2175.54 FEET, TO THE SOUTH LINE OF SAID
NORTHWEST QUARTER;
THENCE SOUTH $88^{\circ}45'41''$ EAST, ALONG LAST SAID SOUTH LINE 1209.14 FEET;
THENCE NORTH $39^{\circ}57'50''$ EAST 393.70 FEET;
THENCE NORTH $50^{\circ}02'10''$ WEST 202.18 FEET;
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THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 24°38'47" WEST, A CHORD DISTANCE OF 171.51 FEET, THROUGH A CENTRAL ANGLE OF 50°46'46", A DISTANCE OF 177.25 FEET;

THENCE NORTH 00°44'36" EAST 381.86 FEET;

THENCE SOUTH 89°09'46" EAST 1389.12 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 00°52'54" EAST, ALONG LAST SAID EAST LINE 1512.42 FEET;

THENCE NORTH 88°39'33" WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER 150.00 FEET;

THENCE NORTH 00°52'54" EAST 150.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 114.941 ACRES, MORE OR LESS.

ZONE R-8

THAT PART OF THE WEST HALF OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33; THENCE SOUTH 88°45'41" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1067.39 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88°45'41" EAST 166.75 FEET;

THENCE NORTH 39°57'50" EAST 393.70 FEET;

THENCE NORTH 50°02'10" WEST 202.18 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 24°38'47" WEST, A CHORD DISTANCE OF 171.51 FEET, THROUGH A CENTRAL ANGLE OF 50°46'46", A DISTANCE OF 177.25 FEET;

THENCE NORTH 00°44'36" EAST 381.86 FEET;

THENCE SOUTH 89°09'46" EAST 1389.12 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH 00°52'54" WEST, ALONG LAST SAID EAST LINE 979.52 FEET TO THE CENTER OF SAID SECTION 33;

THENCE SOUTH 00°53'34" WEST 2645.44 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE SOUTH 00°19'49" WEST, ALONG THE WEST LINE OF THE PLAT OF INDIAN MEADOWS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO, A DISTANCE OF 2737.32 TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH 88°04'43" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4; A DISTANCE OF 2171.16 FEET;

THENCE NORTH 01°10'25" EAST 435.05 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 42.50 FEET, A CHORD BEARING OF NORTH 46°10'25" EAST, A CHORD DISTANCE OF 60.10 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 66.76 FEET;

THENCE SOUTH 88°49'35" EAST 1143.59 FEET;

THENCE NORTH 01°10'30" EAST 833.70 FEET;

THENCE NORTH 88°49'35" WEST 587.50 FEET;

THENCE NORTH 01°10'25" EAST 645.87 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 23°08'37" WEST, A CHORD DISTANCE OF 164.71 FEET, THROUGH A CENTRAL ANGLE OF 48°38'04", A DISTANCE OF 169.77 FEET;

THENCE NORTH 47°27'39" WEST 62.22 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 34°53'56" WEST, A CHORD DISTANCE OF 130.50 FEET, THROUGH A CENTRAL ANGLE OF 25°07'26", A DISTANCE OF 131.55 FEET;

THENCE NORTH 22°20'13" WEST 119.08 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 59°34'04" EAST, A CHORD DISTANCE OF 83.08 FEET, THROUGH A CENTRAL ANGLE OF 16°11'27", A DISTANCE OF 83.36 FEET; THENCE NORTH 51°28'20" EAST 244.38 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 26°05'43" EAST, A CHORD DISTANCE OF 252.86 FEET, THROUGH A CENTRAL ANGLE OF 50°45'15", A DISTANCE OF 261.32 FEET;

THENCE NORTH 00°43'05" EAST 493.51 FEET;

THENCE NORTH 88°46'45" WEST 1217.16 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD;

THENCE NORTH 01°08'46" EAST, ALONG LAST SAID EAST RIGHT OF WAY LINE 745.56 FEET;

THENCE SOUTH 88°46'22" EAST 1062.89 FEET;

THENCE NORTH 00°15'35" EAST 1325.02 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 33, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF NORTHSHIRE, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 199, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 00°53'34" WEST, ALONG THE WEST LINE OF SAID PLAT OF NORTHSHIRE, 2605.44 FEET TO THE SOUTHWEST CORNER OF SAID PLAT OF NORTHSHIRE;

THENCE SOUTH 00°53'34" WEST 40.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE SOUTH 00°19'49" WEST 40.00 FEET TO THE NORTHWEST CORNER OF INDIAN MEADOWS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 00°19'49" WEST, ALONG THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS, 2697.32 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF WOODSIDE PARK ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 20, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE NORTH 88°04'43" WEST ALONG THE NORTH LINE OF SAID PLAT OF WOODSIDE PARK ADDITION AND THE NORTH LINE OF WOODSIDE PARK FIRST ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 368, RECORDS OF KOOTENAI COUNTY, IDAHO; 1830.40 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF WOODSIDE PARK FIRST ADDITION;

THENCE NORTH 01°55'17" EAST 300 FEET;

THENCE SOUTH 88°04'43" EAST 1521.95 FEET TO A POINT WHICH IS 300 FEET WEST OF THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS;

THENCE NORTH 00°19'49" EAST 2430.34 FEET;

THENCE NORTH 00°53'34" EAST 2648.72 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH 88°45'41" EAST 300.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 187.099 ACRES, MORE OR LESS.

ZONE R-3

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 33, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF NORTHSHIRE, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 199, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 00°53'34" WEST, ALONG THE WEST LINE OF SAID PLAT OF NORTHSHIRE, 2605.44 FEET TO THE SOUTHWEST CORNER OF SAID PLAT OF NORTHSHIRE;

THENCE SOUTH 00°53'34" WEST 40.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;

THENCE SOUTH 00°19'49" WEST 40.00 FEET TO THE NORTHWEST CORNER OF INDIAN MEADOWS, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'E' OF PLATS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 00°19'49" WEST, ALONG THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS, 2697.32 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF WOODSIDE PARK ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 20, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE NORTH 88°04'43" WEST ALONG THE NORTH LINE OF SAID PLAT OF WOODSIDE PARK ADDITION AND THE NORTH LINE OF WOODSIDE PARK FIRST ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'G' OF PLATS, PAGE 368, RECORDS OF KOOTENAI COUNTY, IDAHO; 1830.40 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF WOODSIDE PARK FIRST ADDITION;

THENCE NORTH 01°55'17" EAST 300 FEET;

THENCE SOUTH 88°04'43" EAST 1521.95 FEET TO A POINT WHICH IS 300 FEET WEST OF THE WEST LINE OF SAID PLAT OF INDIAN MEADOWS;

THENCE NORTH 00°19'49" EAST 2430.34 FEET;

THENCE NORTH 00°53'34" EAST 2648.72 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33;

THENCE SOUTH 88°45'41" EAST 300.01 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE NORTH 88°47'00" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 53.95 FEET; THENCE NORTH 00°24'13" EAST 53.05 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°24'13" EAST 150.00 FEET;

THENCE NORTH 89°35'47" WEST 150.00 FEET;
THENCE SOUTH 00°24'13" WEST 150.00 FEET;
THENCE SOUTH 89°35'47" EAST 150.00 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING 47.053 ACRE, MORE OR LESS.

ZONE C-17L (WELL SITE)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE NORTH 88°47'00" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 53.95 FEET; THENCE NORTH 00°24'13" EAST 53.05 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°24'13" EAST 150.00 FEET;
THENCE NORTH 89°35'47" WEST 150.00 FEET;
THENCE SOUTH 00°24'13" WEST 150.00 FEET;
THENCE SOUTH 89°35'47" EAST 150.00 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING 22500 SQ. FT. OR 0.517 ACRE, MORE OR LESS.

ZONE R-17 (MIDDLE)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 88°47'00" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 785.82 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°47'00" EAST 371.35 FEET;
THENCE SOUTH 67°40'56" EAST 73.76 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 11°31'05" EAST, A CHORD DISTANCE OF 110.55 FEET, THROUGH A CENTRAL ANGLE OF 21°35'59", A DISTANCE OF 111.21 FEET;

THENCE NORTH 00°43'05" EAST 493.51 FEET;

THENCE NORTH 88°46'45" WEST 456.34 FEET;

THENCE SOUTH 01°08'46" WEST 575.74 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 6.076 ACRES, MORE OR LESS.

ZONE C-17 (SOUTH)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE SOUTH 88°47'00" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 40.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD AND TRUE POINT OF BEGINNING;

THENCE ALONG THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD THE FOLLOWING 3 COURSES AND DISTANCES:

1. THENCE SOUTH 00°05'34" WEST 507.07 FEET;

2. THENCE NORTH 88°47'00" WEST 15.00 FEET;

3. THENCE SOUTH 00°05'34" WEST 1322.51 FEET;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 88°49'35" EAST 831.44 FEET;

THENCE NORTH 01°10'25" EAST 490.42 FEET;

THENCE NORTH 50°14'22" EAST 83.48 FEET;

THENCE NORTH 01°10'25" EAST 464.64 FEET;

THENCE SOUTH 88°49'35" EAST 165.32 FEET;

THENCE NORTH 01°10'25" EAST 65.95 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 23°08'37" WEST, A CHORD DISTANCE OF 164.71 FEET, THROUGH A CENTRAL ANGLE OF 48°38'04", A DISTANCE OF 169.77 FEET;

THENCE NORTH 47°27'39" WEST 62.22 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 34°53'56" WEST, A CHORD DISTANCE OF 130.50 FEET, THROUGH A CENTRAL ANGLE OF 25°07'26", A DISTANCE OF 131.55 FEET;

THENCE NORTH 22°20'13" WEST 119.08 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 59°34'04" EAST, A CHORD DISTANCE OF 83.08 FEET, THROUGH A CENTRAL ANGLE OF 16°11'27", A DISTANCE OF 83.36 FEET;

THENCE NORTH 51°28'20" EAST 244.38 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CHORD BEARING OF NORTH 36°53'42" EAST, A CHORD DISTANCE OF 148.49 FEET, THROUGH A CENTRAL ANGLE OF 29°09'16", A DISTANCE OF 150.11 FEET;

THENCE NORTH 67°40'56" WEST 73.76 FEET, TO THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 88°47'00" WEST 1117.16 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 39.158 ACRES, MORE OR LESS.

ZONE R-17 (SOUTH)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE SOUTH 88°47'00" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 40.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD; THENCE ALONG THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD THE FOLLOWING 3 COURSES AND DISTANCES:

1. THENCE SOUTH 00°05'34" WEST 507.07 FEET;
2. THENCE NORTH 88°47'00" WEST 15.00 FEET;
3. THENCE SOUTH 00°05'34" WEST 1322.51 FEET TO THE TRUE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 88°49'35" EAST 831.44 FEET;

THENCE NORTH 01°10'25" EAST 490.42 FEET;

THENCE NORTH 50°14'22" EAST 83.48 FEET;

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THENCE NORTH $01^{\circ}10'25''$ EAST 464.64 FEET;
THENCE SOUTH $88^{\circ}49'35''$ EAST 165.32 FEET;
THENCE SOUTH $01^{\circ}10'25''$ WEST 579.91 FEET;
THENCE SOUTH $88^{\circ}49'35''$ EAST 587.50 FEET;
THENCE SOUTH $01^{\circ}10'30''$ WEST 833.70 FEET;
THENCE NORTH $88^{\circ}49'35''$ WEST 1143.59 FEET;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 42.50 FEET, A
CHORD BEARING OF SOUTH $46^{\circ}10'25''$ WEST, A CHORD DISTANCE OF 60.10,
THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, A DISTANCE OF 66.76 FEET;
THENCE SOUTH $01^{\circ}10'25''$ WEST 435.05 FEET TO THE SOUTH LINE OF SAID
NORTHWEST QUARTER;
THENCE NORTH $88^{\circ}04'43''$ WEST, ALONG LAST SAID SOUTH LINE 411.09 FEET TO
THE EAST RIGHT OF WAY LINE OF NORTH HUETTER ROAD;
THENCE NORTH $07^{\circ}59'16''$ WEST, ALONG SAID EAST RIGHT OF WAY LINE, 239.25
FEET;
THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, NORTH $00^{\circ}05'34''$
EAST 639.95 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING 30.428 ACRES, MORE OR LESS.

CORRESPONDING ZONING MAP:

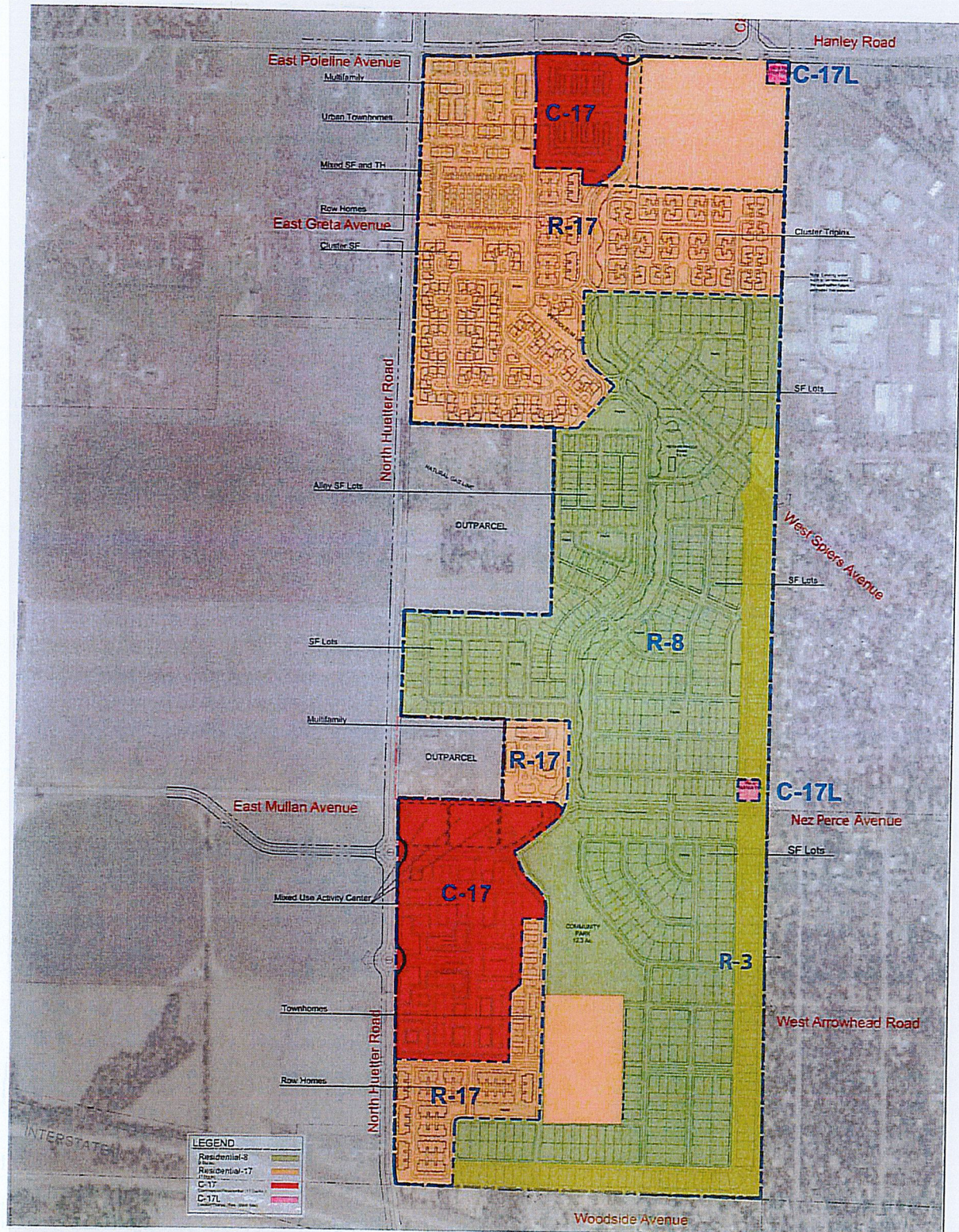
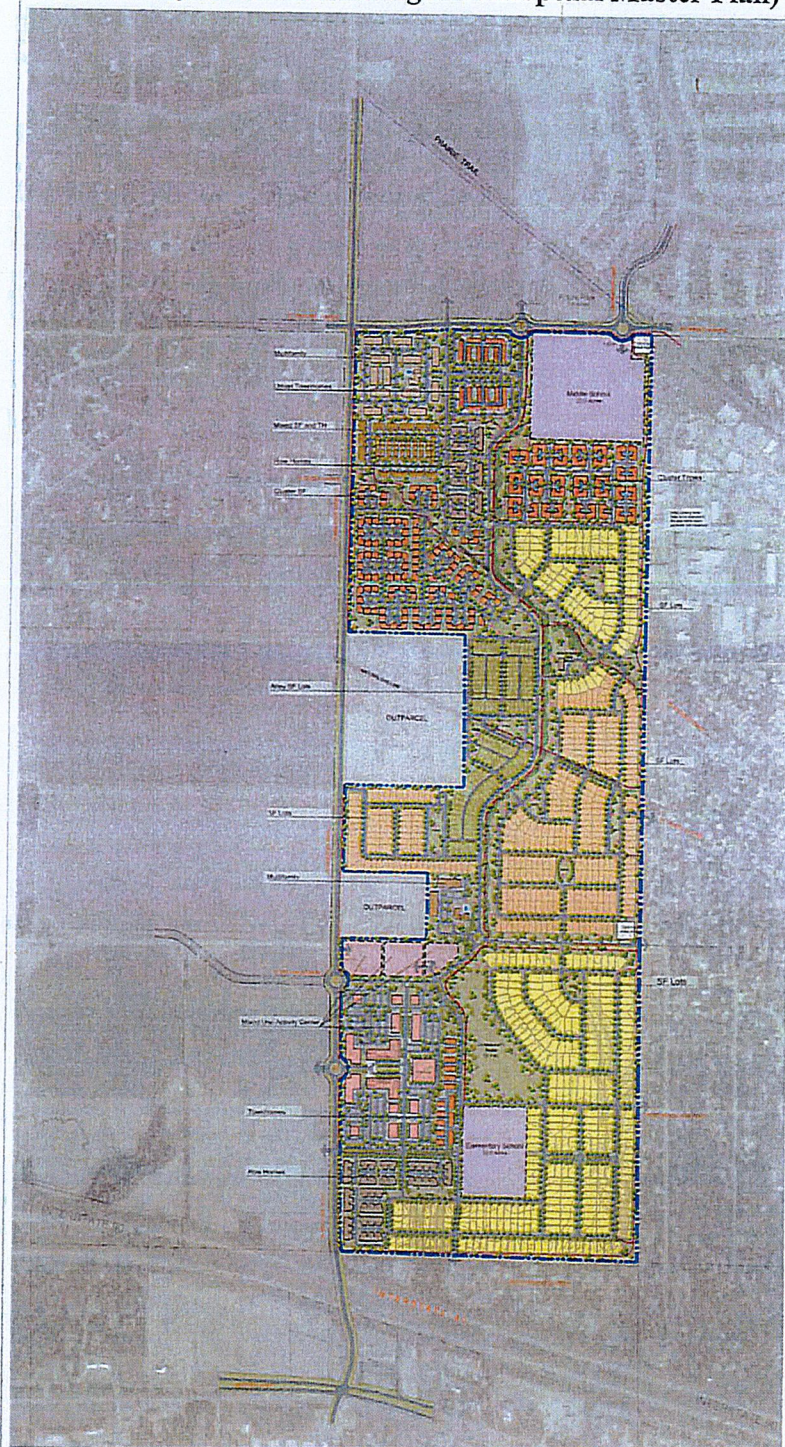


EXHIBIT "E"

(Generally Adhered to Design: Conceptual Master Plan)



ANNEXATION
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EXHIBIT "F"

(Copy of MOU with School District #271)

MEMORANDUM OF UNDERSTANDING

Coeur d'Alene School District #271 and LRE V, LLC

This memorandum of understanding ("MOU") is entered into on this 7th day of February, 2022 (the "Effective Date"), by and between LRE V, LLC, an Idaho limited liability company and its wholly owned subsidiaries which hold title to the subject properties (together with its successors and assigns, collectively referred to herein as, "Owner") and the Coeur d'Alene School District #271 (the "District"). Collectively, the District and Owner are referred to herein as the "Parties"; provided, however, the Parties acknowledge and agree that: (1) LRE V LLC holds the property for investment and does not intend to develop the subject Property and, instead, shall convey its interest in the subject Property, to an entity which intends to develop the Property and incident to that conveyance the transferee shall assume all obligations of the Owner under this MOU and (2) any reference herein to development, annexation or subdivision of the subject Property is in reference to actions to be taken by the transferee or successor in interest to the present Owner, which is signatory to this MOU.

RECITALS:

- A. The District is in need of, and has had significant difficulty locating, at a feasible price, appropriate real property for purposes of a new elementary school and middle school.
- B. The Owner desires to work with the District to donate certain property and sell other property to meet the District's needs as outlined below.
- C. Owner is the owner of certain unimproved real property located east of N. Huetter Rd., bounded to the north by what will be an extension of N. Hanley and to the south by W. Appaloosa Road, all of which property is located in Kootenai County, Idaho within the District's boundaries and generally depicted on Exhibit "A" hereto (the "Property").
- D. Owner intends to annex the Property into the jurisdiction of the City of Coeur d'Alene, Idaho in conjunction with (or followed by) an application for zoning and subdivision approval (the "Project").
- E. Owner intends to donate, and the District desires to accept, a subdivided or boundary adjusted parcel of land included in the Property, consisting of approximately ten (10) acres, located within the Project near W. Appaloosa Road as generally depicted on Exhibit "B" hereto (the "Donated School Property"), subject to the terms of this MOU.
- F. In addition to the Donated School Property, the District intends to purchase, and Owner desires to sell, a subdivided or boundary adjusted parcel of land included in the Property, consisting of approximately twenty (20) acres, located within the Project near N. Hanley as depicted on Exhibit "B" (the "Purchased School Property"). The Donated School Property and the Purchased School Property are sometimes referred to herein, collectively, as the "School Lots."

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- G. The Parties desire to work together, in good faith, to achieve the mutual goals and interests outlined herein.

NOW THEREFORE, the Parties agree that the following steps outline the basic terms of the intended donative and sale transfers contemplated by the Parties:

1. Owner agrees (or to cause its successors in interest to agree) to work in good faith toward the following goals:
 - a. To submit (or cause its successor in interest to submit) applications to the City of Coeur d'Alene for the purposes of annexation, rezoning and subdivision of the Property in a timely manner not to exceed 180 days from the Effective Date of this agreement.
 - b. To include (or cause its successors in interest to include) on all application materials its intent, and conditional obligation, to donate the Donated School Property to the District.
 - i. The location, layout, size and requested zoning of the Donated School Property shall be subjected to review by and coordination with the District before submission to the City.
 - ii. The sewer, water, roads, traffic, zoning and plat content relating to the Donated School Property and required for development thereof shall be subjected to review by and coordination with the District before submission to the City.
 - c. To include (or cause its successors in interest to include) on all application materials its intent, and conditional obligation, to sell the Purchased School Property to the District.
 - i. The location, layout, size and requested zoning of the Purchased School Property shall be subjected to review by and coordination with the District before submission to the City.
 - ii. The sewer, water, roads, traffic, zoning and plat content relating to the Purchased School Property and required for development thereof shall be subjected to review by and coordination with the District before submission to the City.
 - d. To include (or cause its successors in interest to include) in its plans and factoring for the Project, the size and location of the School Lots as depicted on Exhibit "B", and to include the same in all studies submitted (including but not limited to sewer, water, roads and traffic) in order to complete all necessary submittals and infrastructure required to obtain final plat approval from the City of Coeur d'Alene.
2. The District agrees to work in good faith toward the following goals:
 - a. To work with Owner (or its successors in interest) on the location, layout, size and requested zoning of the School Lots consistent with the parameters outlined herein.

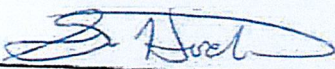
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- b. To write a letter of support in favor of annexation and development of the Property to the City of Coeur d'Alene and otherwise support annexation and development of the Property as reasonably requested by Owner or its successors in interest.
3. The Parties recognize and agree that this Agreement is preliminary in nature and only addresses the conceptual shared goals of (i) annexation of the Property into the City; (ii) donation of the Donated School Property; and (iii) purchase of the Purchased School Property. If the Property is successfully annexed into the City, the Parties agree to work together in good faith to negotiate a subsequent MOU to address additional details such as (but not limited to) the purchase price for the Purchased School Property and the potential to share the cost of necessary infrastructure associated with the School Lots.
4. The Parties recognize and agree that any donation and/or purchase of real property requires the approval of the District's then sitting Board of Trustees, in addition to other requirements mandated by Idaho law.
5. All obligations of Owner under this MOU, any subsequent MOU, any Purchase Agreement or Donation Agreement shall be contingent on the prior annexation of the Property into the City of Coeur d'Alene and approval and undertaking of the subdivision and development of the subject Property.
6. This MOU shall take effect on the Effective Date and can only be modified by a written document signed by the Parties. The Parties may mutually agree to terminate this MOU at any time and this MOU may be terminated by either party in the event of a material breach of any obligations set forth herein.
7. The Parties agree to work in good faith towards the goals outlined herein.

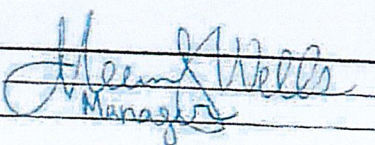
In witness hereof, the Parties hereto have executed this Memorandum of Understanding on the date set forth below.

Coeur d'Alene School District #271

LRE V, LLC, an Idaho limited liability company



By: Dr. Shon Hocker
Its: Superintendent



By: _____
Its: Manager

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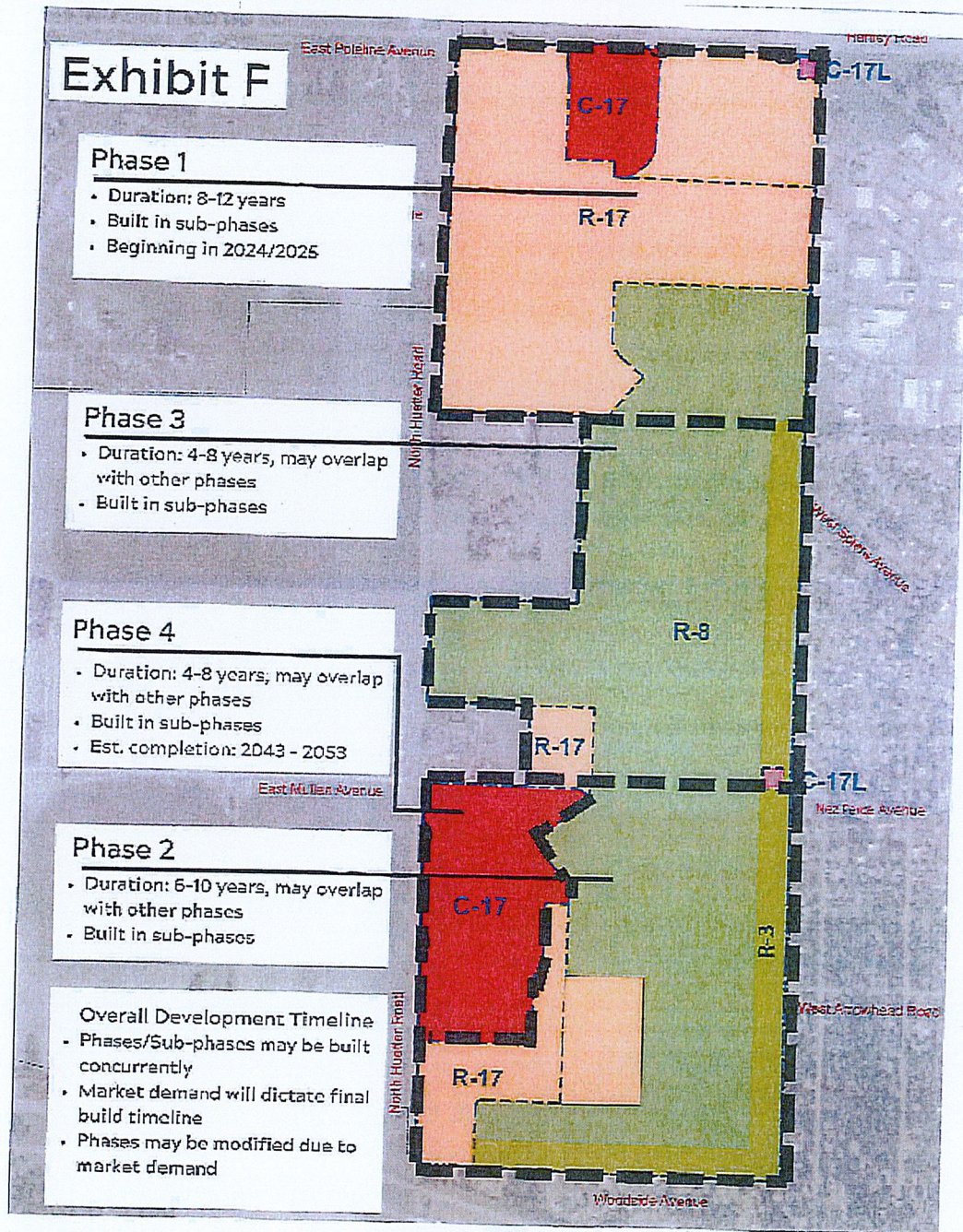
EXHIBIT "A"
General Depiction of the "Property"



MO... (District = 27) and Armstrong Development Property - 4

END OF EXHIBIT "F"

EXHIBIT "G"
(Preliminary Phasing Plan)



Renata@cdaid.org

RE: Appeal Hearing August 31, 2026 for Coeur Terre

Dear Mayor and Council:

This letter is to ask that changes be made to the design plan for Coeur Terre, specifically regarding traffic.

I attended the last meeting of the Planning and Zoning Committee and was taken aback at how little the committee considered the concerns brought before the committee (not for the first time) of the residents in Indian Meadows. The "traffic study" appeared to not include any traffic associated with the new temple, the park or the schools. It seemed to include only minimum counts. In addition to the above, each home will potentially increase traffic with post office deliveries, Amazon deliveries and services including yard care companies and such, and ADU's.

Please direct Coeur Terre to funnel traffic to the west and the north. The roads in Indian Meadows were not designed for the increase of traffic from Coeur Terre homes, apartments, commercial district, the Mormon Temple, parks and two schools.

Our streets should not be used as access in and out of Coeur Terre. Please protect our property rights and values, our peace, quiet and safety and the ability to walk on our streets without the worry of speeding traffic.

Please do not sacrifice existing neighborhoods for the benefit of future development.

Respectfully,

Bill and Laurie Robb
3704 N Tamarack Rd
Coeur d'Alene

MCLEOD, RENATA

From: Bill Todd <billmtodd@outlook.com>
Sent: Sunday, August 30, 2026 6:44 PM
To: MCLEOD, RENATA
Subject: Coeur Terre

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

August 30, 2026

To: CDA City Council

RE: Coeur Terre

Please reconsider the Coeur 2 Subdivision Application that planning and zoning rubber stamped without any careful analysis on the project being done.

The current plan has two ways to get out of the subdivision to the east, Appaloosa and Nez Perce, one to Huetter to the west, and none to Hanley??

It is basically a straight shot from Huetter to Appaloosa in the plan which many people will use and quickly overwhelm Appaloosa and the surrounding streets. It was supposed to have some calming features built in which are basically non-existent. Also, Appaloosa has no sidewalks nor any place to put them.

No real study has been done on the impact on Atlas Road and Nez Perce, which seems to be just "We will see what happens when we get there" Great Plan!

I am well aware the growth is going to happen, but let's not do it to the expense and safety of people who have lived in Indian Meadows for years.

Thank you for your time.

Sincerely,

William Todd

4302 W Appaloosa Road

MCLEOD, RENATA

From: Brian Kitchen <2wltime@gmail.com>
Sent: Sunday, August 30, 2026 5:54 PM
To: MCLEOD, RENATA; Hannah Hill; Dawn Papineau
Subject: CoeurTerre
Attachments: 20260830_175205.jpg

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This is regarding the CoeurTerre development which we have been to many meeting about because it affects our neighborhood. Every meeting has been met with the City Council agreeing to the terms of CoeurTerre. So frustrating as residents of Northshire and Indian Meadows.

CoeurTerre has represented that they want traffic come through on Nez Perce, Arrowhead and Appaloosa. The Commissioners adopted flawed findings A8, A12, A18 A19, and A21 as well as 4.2.3 and 4.3 of the Development Agreement, and Municipal code 16.15.05.

Just the fact that you want to bring through our neighborhoods all of this traffic to funnel out to Atlas Rd which is a 2-lane road with no right of way available to the east, it will not work. The USFS is not going to give you right of way on their project and you know it. Northshire and Indian Meadows are established older neighborhoods. There are so many residents who walk their dogs and families along with families riding bikes in the neighborhoods. What you propose will take those freedoms away from us because we will not be safe any longer.

Are you proposing that we residents should have to pay for sidewalks for the CoeurTerre Developers in our neighborhoods? Taxation without representation.

The United States was established as a Republic. It is a government Of the People, For the People and By the People, (not land developers).

All of the meetings we have attended and spoke at have left us in total frustration with our City Council Members to this point. You do not appear to represent us, you appear to pander to money-laden developers who can help increase your tax base. We are disgusted and are looking for another place to live. You truly are ruining what Coeur d'Alene was by how much building you are voting for along with your lack of attending to infrastructure as law requires that you do. (See Paragraph 2).

There is so much more to be addressed between the traffic impact analysis, faulty studies and who they were done by. It is clear that you do not care about the residents of Northshire and Indian Meadows.

MCLEOD, RENATA

From: Dawn Papineau <papdawn@gmail.com>
Sent: Friday, August 28, 2026 8:01 PM
To: MCLEOD, RENATA
Subject: Coeur Terre Development

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City council Members,

From the first meeting about the Coeur Terre Development until now, there have been so many changes with no consideration for the residents of Northshire and Indian meadows. Atlas road widening won't happen until 2033-2040, what happens to traffic before then? It's already very, very congested.

The Developer was supposed to design traffic calming features to slow traffic down. It appears now, they are not.

There is still a great concern over safe walking on our streets...with all the new traffic! Will the Developer or we the property owners have to pay for sidewalks in order to be safe if the city council votes for that requirement?

So many problems, so many changes that don't address the issues and so much misleading information.

Our neighborhood is not happy !

Our concerns are being swept under the rug.

Dawn Papineau
Northshire

MCLEOD, RENATA

From: bkohler24@aol.com
Sent: Thursday, August 27, 2026 10:09 PM
To: MCLEOD, RENATA
Subject: Fw: Statement to Mayor Gookin @ City Council members

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Sent from AOL on Android

Statement to City Council — Coeur Terre Exit onto Appaloosa

Mayor and Council Members,
My Name is Bob Kohler and i live in Coeur d'Alene.

I want to raise a serious safety and neighborhood-impact concern regarding the proposed Coeur Terre exit onto Appaloosa.

The location of this exit is particularly concerning because it is near a **blind curve coming out of Woodside Park** and a stop-sign intersection. Drivers approaching this area may have limited visibility of vehicles coming around the curve. Adding a substantial amount of traffic from Coeur Terre to this location increases the potential for conflicts and creates a safety concern that deserves careful consideration.

Is this really the best possible location for this traffic to be directed through? or just the simplest? There are **two other existing or planned access points** serving the development that are more centrally located creating a better access point for southbound traffic instead. This isn't simply a matter of convenience for residents but safety.

There are **two homes immediately adjacent to the currently proposed intersection**. These homeowners would be faced with a continuous flow of vehicles directly in front of their properties. That means increased traffic, noise, headlights, turning movements, and

a significant change to the character of what is currently a quiet residential neighborhood. And will devalue their properties.

As Coeur Terre develops, this will not be a handful of additional cars. The City needs to consider the **cumulative and long-term traffic impact** of the development and whether this intersection can safely accommodate that traffic.

We are asking the Council to look beyond the map and consider what this connection will actually mean on the ground: a blind curve, a stop-sign intersection, increased traffic, and homes immediately beside the proposed exit.

Before approving this traffic pattern, please require the City and developer to fully evaluate the safety of this intersection and consider whether a more appropriate, centrally located access point can handle this traffic.

This is about putting traffic where it can move safely—not simply where it is easiest to put it on the map.

Thank you. Robert Kohler

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