CITY OF POST FALLS STAFF REPORT

DATE: April 23, 2024

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: ETHAN PORTER, ASSOCIATE PLANNER • eporter@postfalls.gov • 208-457-3353

SUBJECT: FINAL STAFF REPORT FOR THE MAY 14, 2024, P&Z COMMISSION MEETING

MVBC ANNEXATION ANNX-23-6

INTRODUCTION:

Stonehenge is requesting, on behalf of Mountain View Bible Church Inc, the property owners, approval to annex approximately 3.6-acres among two parcels, including rights-of-way, into the City of Post Falls with a zoning request of Limited Commercial (LC) (Exhibit A-2: Narrative). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

- 1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
- 2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
- 3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

PROJECT INFORMATION:

Project Name / File Number: MVBC Annexation File No. ANNX-23-6

Owner(s): Mountain View Bible Church Inc., 3974 N Chase Rd, Post Falls, ID 83854

Applicant: Stonehenge, 1859 N Lakewood Drive Suite 102, Coeur d'Alene, ID 83814

Project Description: Annex approximately 3.6-acres among two parcels, including rights-of-way, into the City of Post Falls with a zoning request of Limited Commercial (LC).

Project Location: The property is located on the southeast corner of N. Chase Rd. and W. Prairie Ave.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located to the north of the subject site is W. Prairie Avenue rights-of-way and west is N. Chase Rd. rights-of-way. To the south and the east there are large lot residential homes in Kootenai County.

Area Context Vicinity Map:



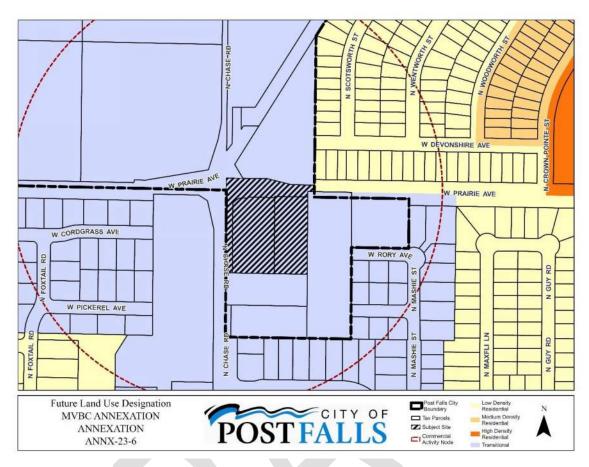
EVALUATION OF ZONING APPROVAL CRITERIA:

The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone change review criteria set forth within the Post Falls Municipal Code sections 18.20.100 are cited within the following staff analysis in **BOLD**. This review criteria provides the framework for decision making for the Planning Commission and City Council.

ZONE CHANGE REVIEW CRITERIA

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

The Future Land Use Map classifies this property with the land use designation of **Transitional**. This designation is assigned to lands suitable for growth. The timing for growth is undetermined, but guidance can be located within the associated Focused Area.



The subject site is located within the **Central Prairie Focus Area**. To date, development trends in the Central Prairie area have been focused on addressing single-family housing needs. But with land values increasing, new projects are more likely to integrate higher density housing with community amenities to broaden their appeal to buyers. Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities. Prairie Avenue's role as a major east/west connecting corridor may spur interest in commercial use development.

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

- Focus multi-family along Prairie Avenue;
- Focus commercial development along Prairie Avenue and near identified commercial nodes;
- Support provisions for a variety of housing types and densities;
- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.

<u>Staff Comment</u>: The proposed Limited Commercial (LC) zone request is consistent with the Future Land Use Map and does align with above within the Central Prairie Focus Area for commercial zoning. The Church use is allowed outright within the LC zoning district 18.20.030.

2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration; Goals and Policies (listed by policy number) that may be relevant to this annexation request are shown below, followed by staff comments.

The following goals may or may not assist with this zone change request.

Goal 1: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

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

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

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, the Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives. The subject site being within a commercial node retains the future use of commercial and its permitted uses through the proposed LC zoning district.

Goal 12: Maintain the City of Post Falls' long-term fiscal health.

Services that cities provide cannot be sustained without fiscal balance and accountability. This goal serves to anchor the City of Post Falls' obligation to sustain its fiscal health – achieved through the gathering of income in responsible, equitable ways, and through decisions, investments and actions that provide rate-payers with efficient, effective services now and in the future.

The following policies may or may not assist with this zone change request.

Policy 1: Support land use patterns that:

· Maintain or enhance community levels of service;

<u>Staff Comment</u>: Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service.

Foster the long-term fiscal health of the community;

<u>Staff Comment</u>: Additional uses may help further long-term fiscal health of the City by being incorporated into the City and proving revenue from taxes to help facilitate needs for the current and future residents within the City.

· Maintain and enhance resident quality of life;

<u>Staff Comment</u>: Future businesses and amenities that are accessible within Post Falls may help enhance the quality of life for those within the City.

Promote compatible, well-designed development;

<u>Staff Comment</u>: Development will be required to meet City design standards during development and/or subdivision.

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

<u>Staff Comment</u>: Transportation impacts, and sewer and water capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be brought into compliance with the relevant agreements and city processes through the public hearing process and land use action proposals.

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

• Future land use mapping;

Staff Comment: This is addressed by the first review criteria 1.

· Compatibility with surrounding land uses;

<u>Staff Comment</u>: The proposed development pattern to expand the church site would not be incompatible with the surrounding uses along N. Chase Rd. or W. Prairie Ave., as they are single-family residential. Religious institutions in residential zoning is allowed to be permitted through special use permit per the City's Land Use Table (PFMC 18.20.030).

• Infrastructure and service plans;

<u>Staff Comment</u>: Sanitary Sewer is not currently available to the site. The site is scheduled to be serviced by the future Fisher Lift Station replacement and Fisher Gravity Main Extension, both City projects under current review for prioritization of construction timing in the new few years. The Fisher Gravity Main Extension project may require temporary and/or permanent easements over portions of the subject property. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System will have the capacity to provide service and the City would be willing to serve the property at the requested density upon completion of needed system improvements associated with the Fisher Lift Station and Fisher Gravity Main Extension. Existing capacity is not a guarantee of future service.

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

Connection to the City's Sewer System would be required upon completion of the identified Fisher Lift Station improvements and before any development of the site which would necessitate Site Plan Review. At the time of connection, the property owners would be responsible for all costs of extending sanitary sewer from the public rights-of-way to the building, including capitalization fees, and abandonment of the existing septic system(s) in conformance with Panhandle Health requirements.

Water service for the site is provided by the East Green Acres Irrigation District.

• Existing and future traffic patterns;

<u>Staff Comment</u>: The property is adjacent to Prairie Avenue, a classified Principal Arterial roadway and Chase Road, a classified Minor Arterial Roadway. The City anticipates a future expansion of the Prairie/Chase Roundabout into a multi-lane

facility. A concept layout of the multi-lane Roundabout is reflected on the applicants' submittals and conforms with the concept layout that was prepared for the City with the City's recent design and construction of the Prairie/Spokane Roundabout. Dedications or rights-of-way and easements would be required at the time of annexation and in conformance to adopted City Design Standards:

Prairie Avenue – Principal Arterial (Critical Arterial Corridor): Rights-of-way will be required at time of annexation and include a 15-foot sidewalk, drainage, and utility easement. Limits of the dedicated rights-of-way and easement shall be in conformance with the limits shown in the Mountain View Bible Church Site Concept (Exhibit A-3). Access to Prairie Avenue will be restricted to right-in / right-out only.

Chase Road – Minor Arterial: Rights-of-way will be required at time of annexation and include a 15-foot sidewalk, drainage, and utility easement. Limits of the dedicated rights-of-way and easement shall be in conformance with the limits shown in the Mountain View Bible Church Site Concept (Exhibit A-3).

Site access to/from Prairie Avenue is limited due to Prairie Avenue being identified as Critical Arterial Corridors by the KMPO and the property's proximity to the Prairie/Chase Roundabout.

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

<u>Staff Comment</u>: The response to this is embedded within the analysis within this section.

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

<u>Staff Comment</u>: The property owner is looking to redevelop the site for the church's needs. Approval to be incorporated into the City of Post Falls may help incentivize development along W. Prairie Ave. and/or south along N. Chase Rd. to help with the City's tax base.

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

<u>Staff Comment</u>: Idaho State Statutes and City ordinances associated with annexations have been followed.

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

<u>Staff Comment</u>: Additional rights-of-way along W. Prairie Ave. and N. Chase Rd. including a 15-foot Sidewalk, Drainage and Utility easement is required to be dedicated along the adjoining roadways as part of the annexation agreement (as shown on Exhibit A-3). Annexation shall include all rights-of-way adjoining the site and currently within the County (As shown on Exhibit A-3 Vicinity Map). Future improvements at the time of site development will need to include consideration of

the KMPO Critical Arterials Corridor Policy that affects access.

Policy 26: Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.

<u>Staff Comment</u>: Upon development through subdivision or site plan review frontage improvements will need to be completed. This allows for continuity of pedestrian pathways and better connection within the roundabout at the intersection of N. Chase Rd. and W. Prairie Ave.

Policy 33: Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.

<u>Staff Comment</u>: Adjacent roadways will be examined for improvement upon site plan review or land action that would require frontage improvements. Missing pedestrian facilities along Prairie Avenue and Chase Road, would be required at the time of site development.

Policy 45: Guide annexation decisions guided by and considering:

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

<u>Staff Comment</u>: Sanitary Sewer is not currently available to the site. The site is scheduled to be serviced by the future Fisher Lift Station replacement and Fisher Gravity Main Extension, both City projects under current review for prioritization of construction timing in the next few years. The Fisher Gravity Main Extension project may require temporary and/or permanent easements over the subject property. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System will have the capacity to provide service and the City would be willing to serve the property at the requested density upon completion of needed system improvements associated with the Fisher Lift Station and Fisher Gravity Main Extension. Existing capacity is not a guarantee of future service.

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

Connection to the City's Sewer System would be required upon completion of the identified Fisher Lift Station improvements and before any development of the site which would necessitate Site Plan Review. At the time of connection, the property owners would be responsible for all costs of extending sanitary sewer from the public rights-of-way to the building, including capitalization fees, and abandonment of the existing septic system(s) in conformance with Panhandle Health requirements.

Provision of necessary rights-of-way and easements;

<u>Staff Comment</u>: Dedication of additional rights-of-way and associated easements have been described previously with Policy 2.

Studies that evaluate environmental and public service factors;

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

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

<u>Staff Comment</u>: Site expansion would require the completion of City Planned improvements to the Fisher Lift Station and the Fisher Gravity Main Extension to Prairie Avenue.

Comprehensive plan goals and policies.

<u>Staff Comment</u>: The response to this is embedded within the analysis within this section.

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

<u>Staff Comment</u>: All development associated with this proposal will be connected to municipal wastewater systems and will not utilize a septic system. Stormwater management will be reviewed through subdivision and site plan review process.

3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city.

<u>Staff Comment</u>: There have been no identified "Demonstrable Adverse Impacts upon the delivery of services by any political subdivision providing public services within the city." at this point in time.

Agencies Notified:

Post Falls Post Office	PF Park & Rec	East Greenacres Irr. District
Kootenai County Fire	Kootenai Electric	Time Warner Cable
PF Highway District	Ross Point Water	PF Police Department
PF School District	Verizon	Utilities (W/WW)
Avista Corp. (WWP-3)	Idaho Department of Lands	Urban Renewal Agency
Department of Environmental	Panhandle Health District	Kootenai County Planning
Quality (DEQ)		
Conoco, Inc. (Pipeline Co.)	NW Pipeline Corp.	KMPO
Yellowstone Pipeline Co.	TransCanada GTN	TDS

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Awaiting Comments

PUBLIC PROCESS: Notice of the proposed annexation was sent to appropriate jurisdictions on April 23, 2024, and notice was mailed to property owners within 300 feet of the proposed project on April 19, 2024. Notice has been published in the Coeur d'Alene Press on April 23, 2024. The property posting was posted May XX, 2024, on the subject site.

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

- Prior to commencement of development of the property, the Owners shall grant to the City or
 to a municipal water purveyor designated by the City all water rights associated with the land
 being annexed, but may continue the use of the water for agricultural purposes from the well
 located on site, if any, until such time that the annexed area is fully developed, at which time
 Owners shall discontinue the use of any well serving the property and the use of the water for
 agricultural purposes.
- 2. Dedication of Rights-of-way and easements along Pleasant View Road
 - a. As shown on Exhibit (X-XX)
 - b. A 15-foot sidewalk, drainage, and utility easement is required.
- 3. Dedication of Rights-of-way and easements along Seltice Way
 - a. As shown on Exhibit (X-XX)
 - b. A 15-foot sidewalk, drainage and utility easement is required
- 4. Access to Prairie Avenue will be restricted to right-in / right-out
- 5. Property is subject to the KMPO Critical Access Corridor Policy

MOTION OPTIONS: The Planning and Zoning Commission must provide a recommendation of zoning to City Council along with an evaluation of how the proposed development does/does not meet the required evaluation criteria for the requested annexation. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1	Annexation Application
Exhibit A-2	Narrative
Exhibit A-3	Vicinity Map
Exhibit A-4	Auth Letter
Exhibit A-5	Title Report
Exhibit A-6	Radius Report

Staff Exhibits:

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map

Exhibit S-3 Future Land Use Map

Testimony:

Exhibit PA-1 Awaiting Comments

Annexation

ANNX-23-6

Submitted On: Nov 8, 2023

Applicant

Connie Krueger

208-500-9268

@ ckrueger@stonehenge-us.com

Primary Location

Point Location: 47.7447, -116.

Application Information

Did an Annexation Pre-app take place?

Applicant Type

Yes Other

Description of Project/Reason for Request

Annexation and Zoning Request

Existing Zoning Adjacent Zoning

AG Ag, Residential

Current Land Use Adjacent Land Use

Church Residential

Proposed Zone

Limited Commercial

Owner Information

Name Company

Zechariah Kemper Mountain View Bible Church

Phone Email

2088164310 zekemper@gmail.com

Address City, State, Zip Code

3974 N Chase St Post Falls, ID 83854

Application Certification

The applicant (or representative) must be present at the public hearing to represent this proposal or the application will not be heard. The applicant will be responsible for costs to re-notice the public hearing.

true

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

true

MOUNTAIN VIEW BIBLE CHURCH

ANNEXATION AND ZONING REQUEST

Post Falls, ID |

KEY HIGHLIGHTS:	2
LOCATION AND DIRECTION	
REGULATORY AREAS AND PLANNING	
Area of City Impact (ACI)/City Limits Designation Zoning District	
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Exhibit A-2



Key Highlights:

This annexation:

Is immediately adjacent to the City of Post Falls

Incorporates a near-island of land into the City

Consistent with the City's future plans, proposes Limited Commercial Zoning within a mapped Commercial Activity Node

Proposes expansion of ecumenical offerings that currently serve the residents of the surrounding area; with a specific goal of serving the residents of Post Falls

Is located at the southeast corner of N Chase Road and W Prairie Avenue, minor and principal arterial road systems capable of carrying current and anticipated traffic volumes, does not impact local roads

Will be serviced by City utilities extended by the owner

Will pay capitalization and impact fees to mitigate specific infrastructure impacts



PROPERTY INFORMATION AND PROPOSAL

This is a proposed annexation of two properties assigned parcel numbers 51N05W-27-3210 and 51N05W-27-3195; AINs #138301 and 142476. The tax parcels are described as 1.49 and 1.21 acres.

The properties are located in the northwest quarter of Section 27, Township 51 North, Range 05 West, Boise Meridian, Kootenai County, Idaho.

Mountain View Bible Church is currently located on the westernmost of the two properties as depicted in the aerial image at right. The church mission statement refers to their location in Post Falls and their desire to serve the Post Falls community. In fact, most of the church members live in the surrounding neighborhoods within one mile of the church.

Mountain View Bible Church is growing, both in membership as well as in the variety of services provided. Mountain View Bible Church offers several services to the Post Falls community including parenting and marriage classes, a support group (for the families of those battling addictions), Biblical counseling, transformational teaching, and a kids club. These offers are not just on Sunday, but all through the week. As the church grows, it is facing challenges with the interior space of the building and the ability to accommodate the wide range of services that the church offers the membership. Given this, an addition is planned to the east side of the existing building, extending into the property to the east, also owned by the church. This expansion is depicted at lower right.

As can be seen in the photo at the upper right, the church is also constrained in expansion due to the limited onsite parking. Additionally, expansion is limited by the capacity of the existing onsite septic tank and drainfield. Expanding this on-site treatment capacity is difficult given that the property is located over the Rathdrum Prairie Aquifer, where strict discharge limits come into play.



Aerial view of properties



Phase 1 and 2 Expansion Plans

All of these items, when taken together; the limits of the building, parking, and sanitary septic, are leading Mountain View Bible Church to the need for the City services that annexation will allow.



Annexation is also a natural progression given that the Church is such an essential partner in the Post Falls community.

Mountain View Bible Church is a still a relatively small church with limited tithes and donations. Given this, the church would like to propose an annexation and development agreement that allows for the phasing of on-site improvements relative to utility and frontage improvements. This agreement will allow the church to dedicate right-of-way and easements at the time of annexation while retaining the onsite parking on the west side and south sides of the building. The first phase of development will be to expand the existing parking to the east, with abandonment of the west side parking and construction of frontage improvements to be done at the time of the second phase building expansion. Connection to the City's sewer system is proposed to be at the time of the second phase building expansion as well.

LOCATION AND DIRECTION

The property is located at 3974 N Chase Street, Post Falls, Idaho 83854. South of West Prairie Avenue and on the east side of N Chase Road.

Directions:

- 1. Right on North Frederick Street
- 2. Right on East 4th Avenue
- 3. Right on North Spokane Street
- 4. At the traffic circle, take the 3rd exit onto West Poleline Avenue
- 5. Right on N Chase Road
- 6. Arrive at N Chase Road



Google Street Maps

REGULATORY AREAS AND PLANNING

Area of City Impact (ACI)/City Limits Designation

This property is located within the Exclusive Area of City Impact for Post Falls and is surrounded by incorporated properties to the west and nearby to the south and the east.

Zoning District

Existing: The zoning is Agriculture pursuant to Kootenai County's General Description 8.2.101: "The Agricultural Zone is a zoning district in which the land has been found to be suitable for uses related to farming, agriculture, forestry, silviculture, aquaculture, and other similar uses."

Proposed: The proposed zoning is Limited Commercial (LC), and its purpose is outlined as follows:



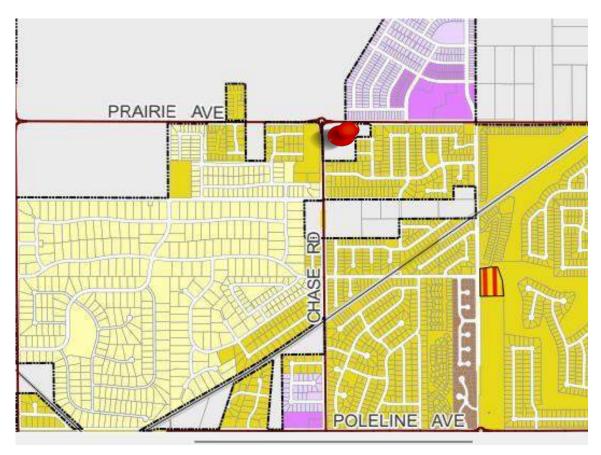
KC Earth ACI Map

The LC Zone permits neighborhood compatible commercial retail and service uses of modest scale in areas not conveniently served by existing or proposed commercially designated lands. This zoning district is compatible with residential lands that would accommodate medium density residential land uses.



Residential uses may be allowed at densities permitted by the Medium Density Residential (R2) Zone by special use permit. Lot area and building bulk and placement requirements shall agree with the values set forth in section 18.20.040, "Official Bulk And Placement Regulations Table", of this title." Religious institutions are permitted outright in the LC Zone District.

The subject properties are bounded by R1 Zoning to the west, south, and east, with SC4 zoning to the north, all within the City of Post Falls.



City Zoning Map

Comprehensive Plan

The property is located in the Central Prairie area of Post Falls. The Central Prairie is described as follows:

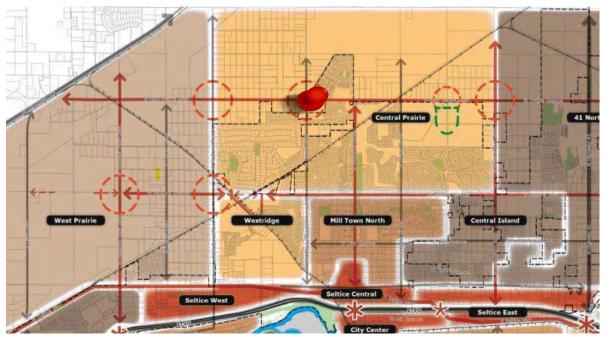
"To date, development trends in the Central Prairie area have been focused on addressing single-family housing needs. But with land values increasing, new projects are more likely to integrate higher density housing with community amenities to broaden their appeal to buyers. Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities. Prairie Avenue's role as a major east/west connecting corridor may spur interest in commercial use development.

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



- Focus multi-family along Prairie Avenue;
- Focus commercial development along Prairie Avenue and near identified commercial nodes;
- Support provisions for a variety of housing types and densities;
- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.

This proposed annexation property would be suitable for limited commercial purposes per the guidelines outlined above.



Post Falls 2020 Comprehensive Plan Map

According to the Future Land Use Map in the City of Post Fall's latest Comprehensive Plan, this property is in a Commercial Activity Node, which makes the property an ideal candidate for annexation with the CCS Zoning.





Post Falls 2020 Comprehensive Plan Future Land Use Map

Environmental Factors

The properties slope to the east, with no known special areas, flood hazards, or any other known hazards impacting the property.

Public Services and Facilities

Schools

The subject property is located within the Post Falls School District #273. A new school site of approximately 66 acres was part of the previous annexation directly to the west of the subject property. It is anticipated that this school, once constructed, will serve this property and the surrounding area.

Emergency Services

The City of Post Falls police station is located at 1717 E Polston Avenue and is approximately four miles from the subject property.

The annexation area is within the jurisdiction of the Kootenai Fire and Rescue District. The nearest fire station (Kootenai Fire and Rescue Station 2) is located at 4320 W Seltice and is approximately 10 miles from the subject site.

Impacts to emergency services can be examined in further detail during the development review process as required by City Code.

INFRASTRUCTURE

Potable Water and Fireflow

Existing: The property falls within the East Greenacres Irrigation District.

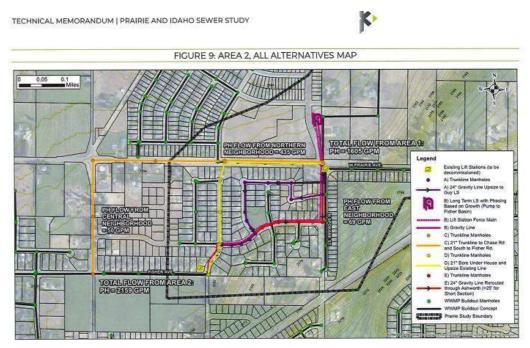
Proposed: Upon building expansion the owner will work with the City of Post Falls and the East Greenacres Irrigation District to address any requirements related to potable and fire water supply. Any



needed improvements will be designed and installed in accordance with the East Green Acres Irrigation District standards and the requirements of the Idaho Department of Environmental Quality (IDEQ). It is the owner's understanding that there currently is sufficient capacity to serve the subject property. Connection and capitalization fees will be paid at the time of future development to offset any impacts to the water system.

Sanitary Sewer

Existing: There is no existing public sewer infrastructure serving this property. There is an existing subsurface sewage system onsite.



City of Post Falls 2019 Wastewater Collection System Master Plan

Proposed: As depicted above, the City of Post Falls has included this area in the recenty updated Sewer Master Plan. Although an exact timeline has not been established, the City has communicated their intention to extend a sewer main below W Prairie Avenue and N Chase Road. The owner understands that the ability to expand the building is dependent on the availability of the sewer infrastructure. New sewer infrastructure will be designed and built in accordance with City of Post Falls and IDEQ standards. Connection and capitalization fees will be paid at the time of future development to offset any impacts to the sewer system.

Transportation

Existing: The property has frontage on W Prairie Avenue, which is classified as a Principal Arterial; and N Chase Road, which is classified as a Major Collector.





Post Falls 2020 Comprehensive Plan Road Classification Map

Proposed: During the Pre-Annexation meetings with City Staff, the owner was informed that dedication of land and easements necessary for expansion of the adjacent rights-of-ways and transportation infrastructure of Prairie Avenue and N Chase Road may be necessary. The owner is amenable to this but is requesting the existing parking be allowed to remain and frontage improvements deferred until construction of the building addition. Impact fees paid will at the time of future development to offset any impacts to the transportation system.

Prairie Avenue is classified as a Critical Area Corridor by the Kootenai Metropolitan Planning Organization (KMPO). Access to the roadway will be required to conform to the access standards contained within the KMPO Critical Arterial Corridor Policy. The proximity of the annexed property to SH53, Interstate 90, and Seltice Way, and location on a Critical Arterial Corridor, allows for convenient access to the property with little to no impact on local access roads and established residential land uses. With the use of the property planned to continue as a church, and the expansion primarily being for facility improvements as well as efficiency, the impact on the existing transportation system is expected to be nominal.

Comprehensive Plan Goals and Policies

The City of Post Falls 2021 Comprehensive Plan is the guiding document for all land use development decisions. It is important that land use decisions meet, or exceed, the Goals and Policies as outlined in the Comprehensive Plan. Criteria which support the goals and policies of the Plan are laid out within the City's Municipal Code.

The project proponent believes that the following Goals and Policies as outlined in the Comprehensive Plan are applicable to the requested annexation and zone classification:

<u>Focus Area:</u> Central Prairie "Focus commercial development along Prairie Avenue and near identified commercial nodes."

The proposed annexation is consistent with the recommendations related to the commercial node of Chase Road, Prairie Avenue, and the Central Prairie focus area including the following:

Goal G-02: "Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls."



Mountain View Bible Church offers several services to the Post Falls community including parenting and marriage classes, a support group (for the families of those battling addictions), Biblical counseling, and moral/transformational teaching. The church encourages an outward focus of its parishioners to consider what is best for those outside the community. Mountain View Bible Church seeks to foster healthy relationships among people in the community, which enhances personal and societal health. The church also offers several community children's programs, community meeting space for groups, and makes its facilities available as voting/polling stations.

Goal G-03: "Maintain and improve Post Falls' small-town scale, charm and aesthetic beauty."

From a land use standpoint, annexation of the property would allow Mountain View Bible Church to accommodate its growth needs in its current location allowing it to continue providing the neighborhood with convenient access to religious and community services.

Goal G-06: "Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives."

From a transportation standpoint, the annexation would involve allocation of right of way to Prairie Avenue and Chase Roads, consistent with the City of Post Falls Transportation plan and goals.

<u>Goal G-07:</u> "Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability."

Annexation as LC Zone maintains diversity of land use while providing community services to the surrounding residential neighborhoods including religious services and meeting spaces for use by groups, both enhancing the quality of the small-town scale and reducing the transportation impacts for residents seeking to access services.

Goal G-08: "Protect and maintain Post Falls' natural resources including clean air, soils, river, aquifer, minimizing light and noise pollution citywide."

Annexation of the property would afford Mountain View Bible Church to eventually abandon the existing septic system and connect to the sewage collection system, when available, thus reducing impacts to the aquifer. The anticipated site improvements would improve stormwater collection and treatment as well as bring parking lot lighting into compliance with city code. Noise pollution from the facility is minimal and would not be anticipated to change since the use would remain the same.

Goal G-11: "Sustain and expand Post Falls' arts, cultural and civic environment."

Annexation affords Mountain View Bible Church the opportunity to accommodate its growth needs in its existing location and maintain the presence of a valuable social organization in its current location, providing positive benefits to the neighborhood.

Policy-01: Land Use Patterns

The annexation maintains the existing land use pattern and services provided by Mountain View Bible Church to the neighborhood that affords opportunity for future improvements to the site such as landscaping and property line buffers that will enhance the character of the community.

Policy-02: Application of Zoning Regulations

The proposed "Limited Commercial" zoning classification is consistent with the location of the property at the intersection of N Chase Road and W Prairie Avenue.



<u>Policy-03:</u> Encourage development patterns that provide suitably scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for those who cannot or choose not to drive.

The location of Mountain View Bible Church provides religious and community services within walking distance of adjacent neighborhoods.

Policy-09: Encourage annexation of County "islands" within the City...

Mountain View Bible Church is located adjacent to existing incorporated areas and at the rate of development could be expected to become an island within the city limits in the near future.

<u>Policy-24:</u> Plan for and protect transportation corridors from encroachment, and preserve adequate rights-of-way.

Policy-26: Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.

<u>Policy-33:</u> Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian way.

With respect to Policies 24, 26, and 33 the annexation would include allocation of right of way to support transportation plans associated with the intersection of N Chase Road and W Prairie Avenue as well as utility easements along the frontage. Allocation of right of way mentioned above also affords opportunity for future frontage improvements to include pedestrian/bicycle paths along N Chase Road and W Prairie Avenue.

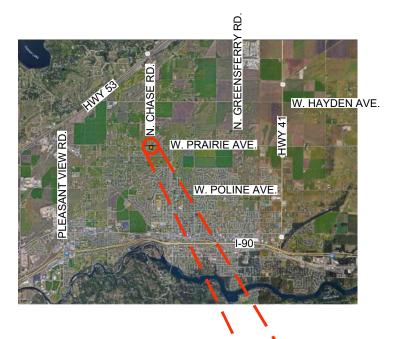
Summary

The proposed annexation of the subject properties into the City of Post Falls is in alignment with the goals and policies of the City, of negligible impact to city services, and mutually beneficial to Mountain View Bible Church, it's members and the community.

Respectfully,







SITE INFORMATION

ADDRESS : 3974 N. CHASE RD., POST FALLS, ID 83854

PARCEL ID : 51N05W-27-3210

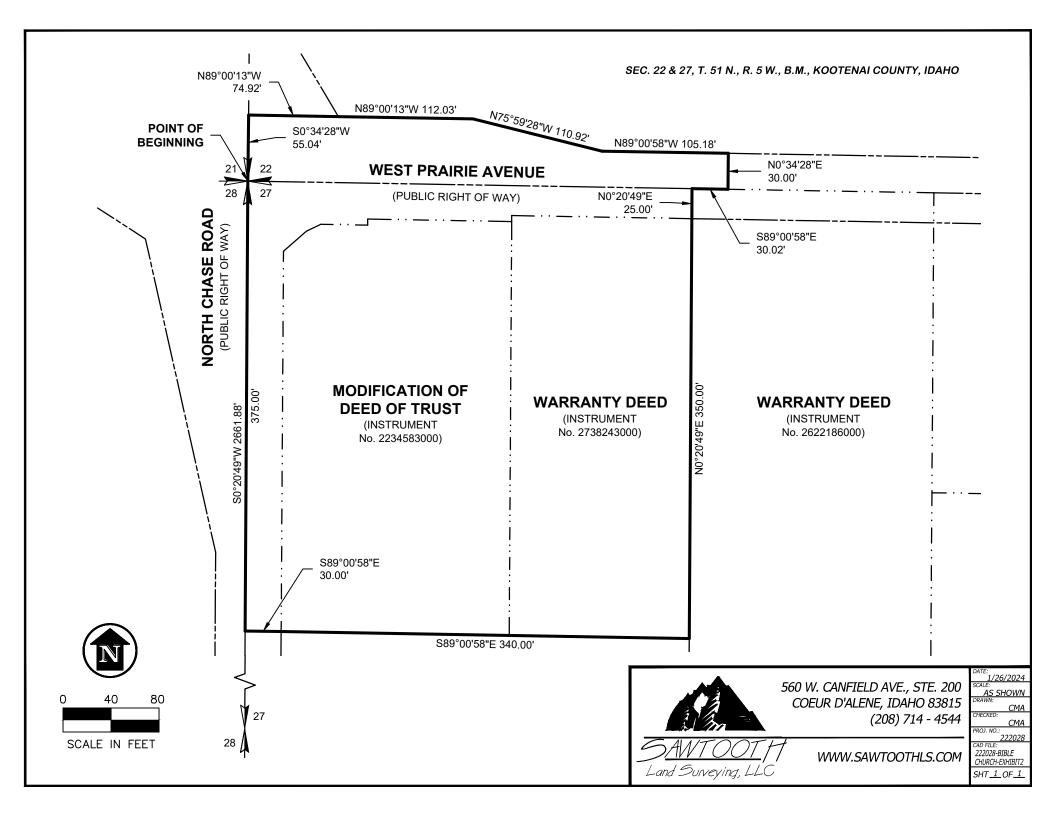
PROPERTY SIZE : CURRENTLY 2 LOTS APPROXIMATELY 2.69 ACRES COMBINED PROPERTY LINES SUBJECT TO CHANGER PER ANNEXATION NEGOTIATIONS



Exhibit A-3







Subject:

Statement of Ownership, Ability to Make Applications, and Authorization of

Representative

Date:

10/26/2023

To:

City of Post Falls

Mountain View Bible Church owns two properties located at the southeast corner of Chase Road and Prairie Avenue; these are identified in the records of Kootenai County as AINs: 138301 and 142476. These properties are currently addressed as 3974 N Chase Road and 12698 W Prairie Avenue.

I am authorized on behalf of Mountain View Bible Church to consent to annexation, land use, subdivision, and development applications and to grant authorization to representatives to act regarding matters concerning the administration and processing of application(s) for these properties. I understand there are no guarantees of approval of the application(s). My assigned representative is:

STONEHENGE DEVELOPMENT AND GOVERNMENT 1859 N LAKEWOOD DR SUITE 102 COEUR D'ALENE, ID 83814

Zechariah Kemper, Pastor

ACKNOWLEDGEMENT

STATE OF Idaho) s.s

county of Kootenai)s.s.



THIS RECORD W	AS ACKNOWLEDGED BEFORE ME ON THIS	26 DAY OF 2023, BY ZECHARIAH KEMPER.
NOTARY PUBLIC	: Cyrulia & Thomas	-
RESIDING AT:	Coeur d' Alene	_
MY COMMISSIO	N EXPIRES ON: 6-7-28	

Exhibit A-4



Loan Policy of Title Insurance

First American Title Insurance Company POLICY NUMBER

5011300-882182-C

Loan Policy

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. Title being vested other than as stated in Schedule A.
- 2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- 3. Unmarketable Title.
- 4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Florinson

Dennis J. Gilmore

Jeffrey S. Robinson Secretary

(This Policy is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document

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Exhibit A-5

COVERED RISKS (Continued)

- 5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 - if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (b) failure of any person or Entity to have authorized a transfer or conveyance;
 - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (g) a defective judicial or administrative proceeding.
- The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
- 11. The lack of priority of the lien of the Insured Mortgage upon the Title
 - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
 - (i) contracted for or commenced on or before Date of Policy; or
 - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
 - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
- 12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
- 13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
 - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;

- (iii) the subdivision of land; or
- (iv) environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

EXCLUSIONS FROM COVERAGE (Continued)

- 3. Defects, liens, encumbrances, adverse claims, or other matters
- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
- (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of
 - (i) the amount of the principal disbursed as of Date of Policy;
 - (ii) the amount of the principal disbursed subsequent to Date of Policy;
 - (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
 - (iv) interest on the loan;
 - (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
 - (vi) the expenses of foreclosure and any other costs of enforcement;
 - (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
 - (viii) the amounts to pay taxes and insurance; and
 - (ix) the reasonable amounts expended to prevent deterioration of improvements;

but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.

- (e) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the

owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;

- (B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;
- (C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
- (D) successors to an Insured by its conversion to another kind of Entity;
- (E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured, or
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
- (F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
- (ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.
- (f) "Insured Claimant": An Insured claiming loss or damage.
- (g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.
- (h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

CONDITIONS (Continued)

- (i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
 - (I) "Title": The estate or interest described in Schedule A.
- (m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company,

at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action.

It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment

CONDITIONS (Continued)

of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.
 - (i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
 - (ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of
 - (i) the Amount of Insurance,

- (ii) the Indebtedness,
- (iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or
- (iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.
- (d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

- (a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.
- (b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

CONDITIONS (Continued)

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

- (i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.
- (ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.
- (c) The Company's Rights Against Non-insured Obligors

The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

13. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is

\$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

16. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way; Santa Ana, CA 92707. Phone: 888-632-1642.



Loan Policy of Title Insurance

ISSUED BY

First American Title Insurance Company POLICY NUMBER

5011300-882182-C

Schedule A

Name and Address of Title Insurance Company: First American Title Company 1866 North Lakewood Drive Coeur d'Alene, ID 83814

File No.: **882182-C**

Loan No.:

Address Reference: 3974 N. Chase Road Post Falls, ID 83854

Amount of Insurance: **\$297,000.00** Premium: **\$1,778.00**

Date of Policy: February 24, 2020 at 4:26 P.M.

1. Name of Insured:

Washington Trust Bank and each successor and/or assign that is a successor in ownership of the Indebtedness, except as provided in Section 12(c) of the Conditions.

2. The estate or interest in the Land that is encumbered by the Insured Mortgage is:

Fee Simple

3. Title is vested in:

Mountain View Bible Church, Inc., an Idaho non-profit corporation

4. The Insured Mortgage and its assignments, if any, are described as follows:

Deed of Trust dated February 19, 2020 to secure an indebtedness of \$297,000.00

Recorded: February 24, 2020 as Instrument No.: 2737876000

Grantor: Mountain View Bible Church, Inc., an Idaho non-profit corporation

Trustee: Brad L. Williams, Attorney at Law

Beneficiary: Washington Trust Bank

5. The Land referred to in this policy is described as follows:

A part of the Northwest quarter of the Northwest quarter of Section 27, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at the Northwest corner of said Section 27; thence East 220 feet; thence

South 375 feet; thence

West 220 feet; thence

North 375 feet to the POINT OF BEGINNING;

EXCEPT County Roads;

AND EXCEPT that portion conveyed to Post Falls Highway District recorded May 21,1993, as Instrument No. 1305221.

ALSO EXCEPT that portion conveyed to Post Falls Highway District recorded April 20, 2016, as Instrument No. 2541764000.

6. This policy incorporates by reference those ALTA endorsements selected below:

	4-06	(Condominium)
	4.1-06	
	5-06	(Planned Unit Development)
	5.1-06	
	6-06	(Variable Rate)
	6.2-06	(Variable RateNegative Amortization)
	8.1-06	(Environmental Protection Lien) Paragraph B refers to the following state
		statute(s):
X	9-06	(Restrictions, Encroachments, Minerals)
	13.1-06	(Leasehold Loan)
	14-06	(Future Advance-Priority)
	14.1-06	(Future Advance-Knowledge)
	14.3-06	(Future Advance-Reverse Mortgage)
X	22-06	(Location) the type of improvement is a Commercial Structure and the
		street address is as shown above.

By:

Authorized Countersignature

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

Juin N. Styftlibeam



Schedule Bl

Loan Policy of Title Insurance

ISSUED BY

First American Title Insurance Company POLICY NUMBER 5011300-882182-C

File No. 882182-C

EXCEPTIONS FROM COVERAGE

PART I

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

- 1. 2020 taxes are an accruing lien, not yet payable.
- 2. Well Agreement upon the terms, conditions and provisions contained therein:

Parties: Various Property Owners

Recorded: November 3, 1964, Instrument No. Book 44 Misc. Page 389

3. Well Agreement upon the terms, conditions and provisions contained therein:

Parties: Various Property Owners

Recorded: July 25, 1968, Instrument No. Book 54 Misc. Page 464

- 4. Easement for Water Pipeline Turnout granted to United States of America, recorded June 11, 1973, as Instrument No. 626891.
- 5. Road Viewers Report, recorded January 6, 2014 as Instrument No. 2442046000.
- 6. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded May 23, 2017, as instrument number 2595581000, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).



Schedule Bll

File No.: 882182-C

Loan Policy of Title Insurance

ISSUED BY

First American Title Insurance Company POLICY NUMBER 5011300-882182-C

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

NONE

Attached to Policy No.: 882182

File No.: 882182-C

ENDORSEMENT

Issued By

First American Title Insurance Company

COMMERCIAL ENVIRONMENTAL PROTECTION LIEN

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: February 24, 2020

First American Title Insurance Company

Dennis J. Gilmore

President

Jeffrey S. Robinson

Secretary

By:

Authorized Countersignature



Privacy Notice

Effective: November 1, 2019Notice Last Updated: November 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit https://www.firstam.com/privacy-policy/index.html. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

<u>What Type of Information Do We Collect About You?</u> We collect both **personal** and **non-personal information** about and from you. **Personal Information** is non-pubic information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

<u>How Do we Share Your Personal Information?</u> We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

<u>How Do We Secure Your Personal Information?</u> The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

<u>How Long Do We Keep Your Personal Information?</u> We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

<u>Your Choices</u> We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to <u>dataprivacy@firstam.com</u> or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

Contact us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

<u>Right to Opt-Out</u>. We do not sell your personal information to third parties, and do not plan to do so in the future.

<u>Right of Non-Discrimination.</u> You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

<u>Collection Notice.</u> The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:



Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; diver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social medial networks; affiliated third parties.
Business Purpose for Collection	The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity.
Categories of Third Parties Shared	The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties.

Categories of Personal Information we have Sold In the Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed for A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

FLYING S TITLE AND ESCROW COMPANY, INC.

P.O. Box 1747 1866 N. Lakewood Drive Coeur d'Alene, ID 83814 208.667.0567 Fax: 208.667.0832

RE: 300 Foot Radius Report Zack Kemper

Attached please find the assessed owners of property in Kootenai County within a three hundred (300) foot radius of the following described parcel of land at your request:

51N05W273195 and 51N05W273210

According to the Kootenai County Assessor's Records as of June 25, 2023 we find the following parties as being assessed to be within a three hundred (300) foot radius of the above-described parcel of land:

See Attached List

This report is based on a search of the Assessor's Records of Kootenai County. This is NOT a title report and no examination of title to the property has been made. For this reason, no liability for this report is assumed hereunder. The Company is not responsible for any errors and omissions contained herein.

Thank you for allowing us to be of service to you. Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

Tonia Swaim

Customer Service Representative

onia Swain



Parcel ID:0294021064AB Site Address:ID 83854 Owner: Hubof Jon Mail Addr:PO Box 934 Post Falls ID 83877 Assessed Value:\$17,275.00 Sale Dt:03/07/2016

Acreage:8.90 Acres Lot SqFt:387,893 SqFt Bldg SqFt: Year Built: Beds:

Baths:

Tax Acct: 168541

Zoning:County-AG - Agriculture Legal:GREENACRES IRR DISTRICT PLAT 4, TR 64 EX RR EX RW 2151N05W



Parcel ID:51N05W226350 Site Address:8236 N Chase Rd Post Falls ID 83854 Owner:Garrett Jonathan B Garrett Michelle L Mail Addr:8236 N Chase Rd Post Falls ID 83854 Assessed Value:\$570,990.00

Zoning:County-AG - Agriculture

Tax Acct:131681 Acreage:5.38 Acres Lot SqFt:234,523 SqFt

Bldg SqFt:2,048 SqFt Year Built:1979 Beds:3 Baths:2.5

Legal:S 865 FT-SW, W OF RW, EX RW 2251N05W

Site Address: 12719 W Prairie Ave Post Falls ID 83854 Owner:Liesenfeld Janet I

Liesenfeld Wilbert B

Assessed Value:\$638,241.00

Parcel ID:51N05W226400

Sale Dt:04/15/2016

Sale Dt:

Tax Acct: 112168 Acreage:3.03 Acres Lot SqFt:132,139 SqFt

Mail Addr: 12719 W Prairie Ave Post Falls ID 83854 Bldg SqFt:1,757 SqFt Year Built:1998 Beds:3 Baths:2

Zoning:County-AG - Agriculture Legal:TAX #5867 EX R/W 2251N05W

Parcel ID:51N05W273050 Site Address: 12550 W Prairie Ave Post Falls ID 83854

Owner:Trout David Trout Kylie

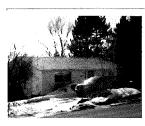
Mail Addr: 12550 W Prairie Ave Post Falls ID 83854

Assessed Value:\$696,565.00 Sale Dt:05/03/2013

Tax Acct: 123646 Acreage: 1.34 Acres Lot SqFt:58,500 SqFt

Bldg SqFt:2,505 SqFt Year Built: 1972 Beds:3 Baths:2.5

Zoning:County-AG - Agriculture Legal:N 250 FT-W 260 FT-E 750 FT-NW-NW EX RW 2751N05W



Parcel ID:51N05W273170 Site Address: 12650 W Prairie Ave Post Falls ID 83854 Owner:Fredekind Dale E Mall Addr:2419 S Cedar St Tacoma WA 98405 Assessed Value: \$754,350,00 Sale Dt: 11/28/2017

> Zoning:County-AG - Agriculture Legal:E 200 FT-W 570 FT-N2-NW-NW 2751N05W

Tax Acct: 115422 Acreage:3.03 Acres Lot SqFt:132,000 SqFt Bldg SqFt:2,016 SqFt Year Built:1970 Beds:4 Baths:2



Parcel ID:51N05W273240 Site Address:3874 N Chase Rd Post Falls ID 83854 Owner: Robert And Elaine Scott Family Trust The Mail Addr: 3874 N Chase Rd Post Falls ID 83854 Assessed Value: \$518,722.00

Sale Dt:

Zoning:County-AG - Agriculture Legal:TAX#24597 [IN NW-NW] 2751N05W

Tax Acct: 140555 Acreage:1.21 Acres Lot SqFt:52,725 SqFt Bldg SqFt:1,196 SqFt Year Built:1969 Beds:3

Baths:1



Parcel ID:51N05W273270 Site Address: 3806 N Chase Rd Post Falls ID 83854

Owner: Randolph And Kathyann Davis Living Trust The Mail Addr:3806 N Chase Rd Post Falls ID 83854 Assessed Value:\$590,205.00

Sale Dt:

Zoning:County-AG - Agriculture Legal:TAX#19509 EX RW [IN NW-NW] 2751N05W

Tax Acct:141392 Acreage:1.13 Acres Lot SqFt:49,162 SqFt Bldg SqFt:1,768 SqFt Year Built:1977 Beds:3

Baths:1,5

Parcel ID: P385028065AD

Site Address: 3875 N Chase Rd Post Falls ID 83854

Owner: Vs Development LLC

Mail Addr:8720 Kulka Rd Las Vegas NV 89161

Assessed Value: \$651,394.00

Sale Dt:

Tax Acct: 196410 Acreage:6.42 Acres Lot SqFt:279,512 SqFt Bldg SqFt:2,115 SqFt Year Built:1912 Beds:4

Baths:1

Zoning:Post Falls-R-1 - Single Family Residential

Legal:GREENACRES IRR DISTRICT PLAT 4, TAX#16296 EX RW IN TR 65, TR 65 SE OF RR RW EX TX#16296, TAX#10486 EX TX#27319 & TX#27320 EX RW IN TR 80 2851N05W



Parcel ID:PL00500000A0 Site Address:Post Falls ID 83854

Owner: Crown Pointe Homeowners Association Inc

Mail Addr:1397 N Biztown Loop Hayden ID 83835

Assessed Value:\$1,000.00

Sale Dt:

Zoning:Post Falls-SC3 - Smartcode 3 Legal:CROWN POINTE 2ND ADD, TRACT A 2251N05W

Tax Acct:332433 Acreage: 0.12 Acres Lot SqFt:5,400 SqFt Bldg SqFt:

Year Built: Beds: Baths:



Parcel ID:PL0050030210

Site Address: 8069 N Scotsworth St Post Falls ID 83854

Owner:Wohletz Caleb J

Lave-Wohletz Causja A

Mail Addr:8069 N Scotsworth St Post Falls ID 83854

Assessed Value:\$551,840.00

Sale Dt:09/27/2021

Tax Acct:332407 Acreage: 0.16 Acres Lot SqFt:6,900 SqFt

Bldg SqFt:2,646 SqFt Year Built:2016 Beds:4

Baths:2.5

Zoning:Post Falls-SC3 - Smartcode 3 Legal: CROWN POINTE 2ND ADD, LT 21 BLK 3 2251N05W



Parcel ID:PL0050050010

Site Address: 12676 W Devonshire Ave Post Falls ID 83854

Owner: Grant Tami M

Tackett Cheryl M

Mail Addr: 12676 W Devonshire Ave Post Falls ID 83854

Assessed Value:\$471,890,00

Sale Dt:03/29/2016

Zoning:Post Falls-SC3 - Smartcode 3 Legal:CROWN POINTE 2ND ADD, LT 1 BLK 5 2251N05W Tax Acct:332427 Acreage: 0.16 Acres Lot SqFt:7,020 SqFt

Bldg SqFt:1,964 SqFt Year Built:2016 Beds:3 Baths:2,5



Parcel ID:PL0050050020

Site Address: 12660 W Devonshire Ave Post Falls ID 83854

Owner: Gehring Todd M Gehring Diana R

Mail Addr:12660 W Devonshire Ave Post Falls ID 83854

Assessed Value:\$471,120.00 Sale Dt:09/02/2016

Zoning:Post Falls-SC3 - Smartcode 3

Legal: CROWN POINTE 2ND ADD, LT 2 BLK 5 2251N05W



Parcel ID:PI 0050050030

Site Address:12628 W Devonshire Ave Post Falls ID 83854

Owner:Riffel Tammy Leilani

Mail Addr:12628 W Devonshire Ave Post Falls ID 83854

Assessed Value:\$472,580.00 Sale Dt:01/25/2018

> Zoning:Post Falls-SC3 - Smartcode 3 Legal: CROWN POINTE 2ND ADD, LT 3 BLK 5 2251N05W



Tax Acct:332428

Acreage: 0.16 Acres

Lot SqFt:7,019 SqFt

Bldg SqFt:1,458 SqFt

Year Built:2016

Beds:3 Baths:2



Parcel ID:PL0050050040

Site Address: 12612 W Devonshire Ave Post Falls ID 83854

Owner:Shaw Melody

Mail Addr:12612 W Devonshire Ave Post Falls ID 83854

Assessed Value:\$400,750.00 Sale Dt:08/12/2016

> Zoning:Post Falls-SC3 - Smartcode 3 Legal:CROWN POINTE 2ND ADD, LT 4 BLK 5 2251N05W

Legal:CROWN POINTE 2ND ADD, LT 5 BLK 5 2251N05W

Tax Acct:332430 Acreage: 0.16 Acres Lot SqFt:7,020 SqFt Bldg SqFt:1,040 SqFt Year Built:2016 Beds:2 Baths:2



Parcel ID:PL0050050050

Site Address: 12594 W Devonshire Ave Post Falls ID 83854

Owner: Mergener Joseph Thomas

Mergener Jenette

Mail Addr:12594 W Devonshire Ave Post Falis ID 83854

Assessed Value:\$492,050.00 Sale Dt:06/20/2019

Tax Acct:332431 Acreage: 0.16 Acres Lot SqFt:7,018 SqFt

Bldg SqFt:2,140 SqFt Year Built:2016 Beds:3 Baths:2.5



Parcel ID:PL2870010070

Site Address: 805 W Ashworth Ln Post Falls ID 83854

Zoning:Post Falls-SC3 - Smartcode 3

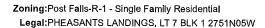
Owner: Tolleson Danny E Toileson Winifred O

Mail Addr:805 W Ashworth Ln Post Falls ID 83854

Assessed Value:\$755,650,00 Sale Dt:03/20/2020

Tax Acct:339189 Acreage: 0.33 Acres Lot SqFt:14,239 SqFt

Bldg SqFt:2,503 SqFt Year Built:2020 Beds:3 Baths:2





Parcel ID:PI 2870010080

Site Address:833 W Ashworth Ln Post Falls ID 83854

Owner: Mitchell Anthony Shawn Sr

Mitchell Karin

Mail Addr:833 W Ashworth Ln Post Falls ID 83854

Assessed Value:\$697,770.00

Sale Dt:07/10/2020

Zoning:Post Falls-R-1 - Single Family Residential Legal:PHEASANTS LANDINGS, LT 8 BLK 1 2751N05W Tax Acct:339190 Acreage: 0.33 Acres Lot SqFt:14,243 SqFt

Bldg SqFt:1,842 SqFt Year Built:2020 Beds:3 Baths:2



Parcel ID:PL2870010090
Site Address:849 W Ashworth Ln Post Falls ID 83854
Owner:Roshau Tyler A
Roshau Megan E
Mail Addr:849 W Ashworth Ln Post Falls ID 83854
Assessed Value:\$775,800,00

Tax Acct:339191 Acreage:0.28 Acres Lot SqFt:12,349 SqFt

Bldg SqFt:4,083 SqFt Year Built:2021 Beds:4 Baths:2,5

Zoning:Post Falls-R-1 - Single Family Residential Legal:PHEASANTS LANDINGS, LT 9 BLK 1 2751N05W



Parcel ID:PL2870010100
Site Address:873 W Ashworth Ln Post Falls ID 83854
Owner:Franck Ryan E
Franck Summer L

Mail Addr:873 W Ashworth Ln Post Falls ID 83854 Assessed Value:\$569,250.00

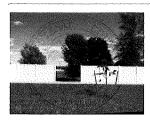
Sale Dt:10/05/2020

Sale Dt:03/17/2021

Zoning:Post Falls-R-1 - Single Family Residential
Legal:PHEASANTS LANDINGS, LT 10 BLK 1 2751N05W

Tax Acct:339192 Acreage:0.29 Acres Lot SqFt:12,518 SqFt

Bldg SqFt:1,526 SqFt Year Built:2020 Beds:3 Baths:2



Parcel ID:PL2870010110
Site Address:921 W Ashworth Ln Post Falls ID 83854

Buchanan Lindsay L

Owner:Buchanan Joseph D

Mail Addr:921 W Ashworth Ln Post Falls ID 83854

Assessed Value:\$568,010.00 Sale Dt:12/03/2021 Tax Acct:339193 Acreage:0.21 Acres Lot SqFt:9,098 SqFt

Bldg SqFt:1,872 SqFt Year Built:2021 Beds:3 Baths:2

Zoning:Post Falls-R-1 - Single Family Residential
Legal:PHEASANTS LANDINGS, LT 11 BLK 1 2751N05W

Parcel ID:PL4820010010

Site Address:744 W Rory Ave Post Falls ID 83854

Owner:Raymond, Richard M Raymond, Monique C

Mail Addr:744 W Rory Ave Post Falls ID 83854

Assessed Value:\$582,430.00 Sale Dt:05/17/2023 Tax Acct:342488 Acreage:0.19 Acres Lot SqFt:8,081 SqFt

Bldg SqFt:2,485 SqFt Year Built:2021 Beds:4 Baths:2,5

Zoning:Post Falls-R-1 - Single Family Residential Legal:RORY SPRINGS, LT 1 BLK 1 2751N05W

Parcel ID:PL4820010020

Site Address:718 W Rory Ave Post Falls ID 83854

Owner: Van Nuis Family Trust

Mail Addr:718 W Rory Ave Post Falls ID 83854

Assessed Value:\$647.960.00

Sale Dt:09/20/2021

Tax Acct:342489
Acreage:0.20 Acres
Lot SqFt:8,801 SqFt
Bldg SqFt:2,402 SqFt
Year Built:2021
Beds:3
Baths:2.5

Zoning:Post Falls-R-1 - Single Family Residential Legal:RORY SPRINGS, LT 2 BLK 1 2751N05W

Parcel ID:PL4820010050

Site Address:717 W Kennedy Ave Post Falls ID 83854

Owner: Nehring Micheala

Mail Addr:717 W Kennedy Ave Post Falls ID 83854

Assessed Value:\$583,530.00

Sale Dt:04/15/2022

Zoning:Post Falls-R-1 - Single Family Residential Legal:RORY SPRINGS, LT 5 BLK 1 2751N05W Tax Acct:342492 Acreage:0.20 Acres Lot SqFt:8,801 SqFt Bldg SqFt:2,355 SqFt Year Built:2022 Beds:3 Baths:2.5

Parcel ID:PL4820010060 Site Address:741 W Kennedy Ave Post Falls ID 83854 Owner:Garrity Michael Garrity Katie

Mail Addr:741 W Kennedy Ave Post Falls ID 83854 Assessed Value:\$663,040.00 Sale Dt:01/14/2022

Legal:RORY SPRINGS, LT 6 BLK 1 2751N05W

Bldg SqFt:3,157 SqFt Year Built:2021 Beds:4

Baths:3

Tax Acct:342493

Acreage:0.19 Acres

Lot SqFt:8,091 SqFt

Zoning:Post Falls-R-1 - Single Family Residential

Parcel ID:PL4820030010 Site Address:740 W Kennedy Ave Post Falls ID 83854 Owner:Onosko Eric S

Onosko Sarah M Mail Addr:740 W Kennedy Ave Post Falls ID 83854 Assessed Value:\$649,390.00 Sale Dt:08/19/2022

> Zoning:Post Falls-R-1 - Single Family Residential Legal:RORY SPRINGS, LT 1 BLK 3 2751N05W

Tax Acct:342501 Acreage:0,19 Acres Lot SqFt:8,188 SqFt

Bldg SqFt:3,047 SqFt Year Built:2022 Beds:4 Baths:2.5

Joseph Buchanan 921 W Ashworth Ln Post Falls Post Falls 83854

Jonathan Garrett

Ryan Franck 873 W Ashworth Ln Post Falls Post Falls 83854

Dale Fredekind 2419 S Cedar St Tacoma Tacoma 98405

Jonathan Garrett 8236 N Chase Rd Post Falls Post Falls 83854

Crown Pointe HOA

1397 N Biztown Loop

Hayden Hayden 83835

Michael Garrity 741 W Kennedy Ave Post Falls Post Falls 83854

Todd Gehring 12660 W Devonshire Ave Post Falls Post Falls 83854 Tami Grant 12676 W Devonshire Ave Post Falls Post Falls 83854 Jon Hubof PO Box 934 Post Falls Post Falls 83877

Janet Liesenfeld 12719 W Prairie Ave Post Falls Post Falls 83854 Joseph Thomas Mergener 12594 W Devonshire Ave Post Falls Post Falls 83854 Anthony Shawn Mitchell Sr 833 W Ashworth Ln Post Falls Post Falls 83854

Micheala Nehring 717 W Kennedy Ave Post Falls Post Falls 83854 Eric Onosko 740 W Kennedy Ave Post Falls Post Falls 83854 Randolph Davis 3806 N Chase Rd Post Falls Post Falls 83854

Richard M Raymond 744 W Rory Ave Post Falls Post Falls 83854 Tammy Leilani Riffel 12628 W Devonshire Ave Post Falls Post Falls 83854 Robert Scott 3874 N Chase Rd Post Falls Post Falls 83854

Tyler Roshau 849 W Ashworth Ln Post Falls Post Falls 83854 Melody Shaw 12612 W Devonshire Ave Post Falls Post Falls 83854 Danny Tolleson 805 W Ashworth Ln Post Falls Post Falls 83854

David Trout 12550 W Prairie Ave Post Falls Post Falls 83854 Van Nuis Family Trust 718 W Rory Ave Post Falls Post Falls 83854 Vs Development LLC 8720 Kulka Rd Las Vegas Las Vegas 89161

Caleb Wohletz 8069 N Scotsworth St Post Falls Post Falls 83854 Joseph Buchanan 921 W Ashworth Ln Post Falls Post Falls 83854

Dale Fredekind 2419 S Cedar St Tacoma Tacoma 98405

Todd. Gehring 12660 W Devonshire Ave Post Falls Post Falls 83854

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Caleb Wohletz 8069 N Scotsworth St Post Falls Post Falls 83854 Crown Pointe HOA 1397 N Biztown Loop Hayden Hayden 83835

Jonathan Garrett 8236 N Chase Rd Post Falls Post Falls 83854

Tami Grant 12676 W Devonshire Ave Post Falls Post Falls 83854

Joseph Thomas Mergener 12594 W Devonshire Ave Post Falls Post Falls 83854

Eric Onosko 740 W Kennedy Ave Post Falls Post Falls 83854

Tammy Leilani Riffel 12628 W Devonshire Ave Post Falls Post Falls 83854

Melody Shaw 12612 W Devonshire Ave Post Falls Post Falls 83854

Van Nuis Family Trust 718 W Rory Ave Post Falls Post Falls 83854 Ryan Franck 873 W Ashworth Ln Post Falls Post Falls 83854

Michael Garrity.
741 W Kennedy Ave
Post Falls Post Falls 83854

Jon Hubof PO Box 934 Post Falls Post Falls 83877

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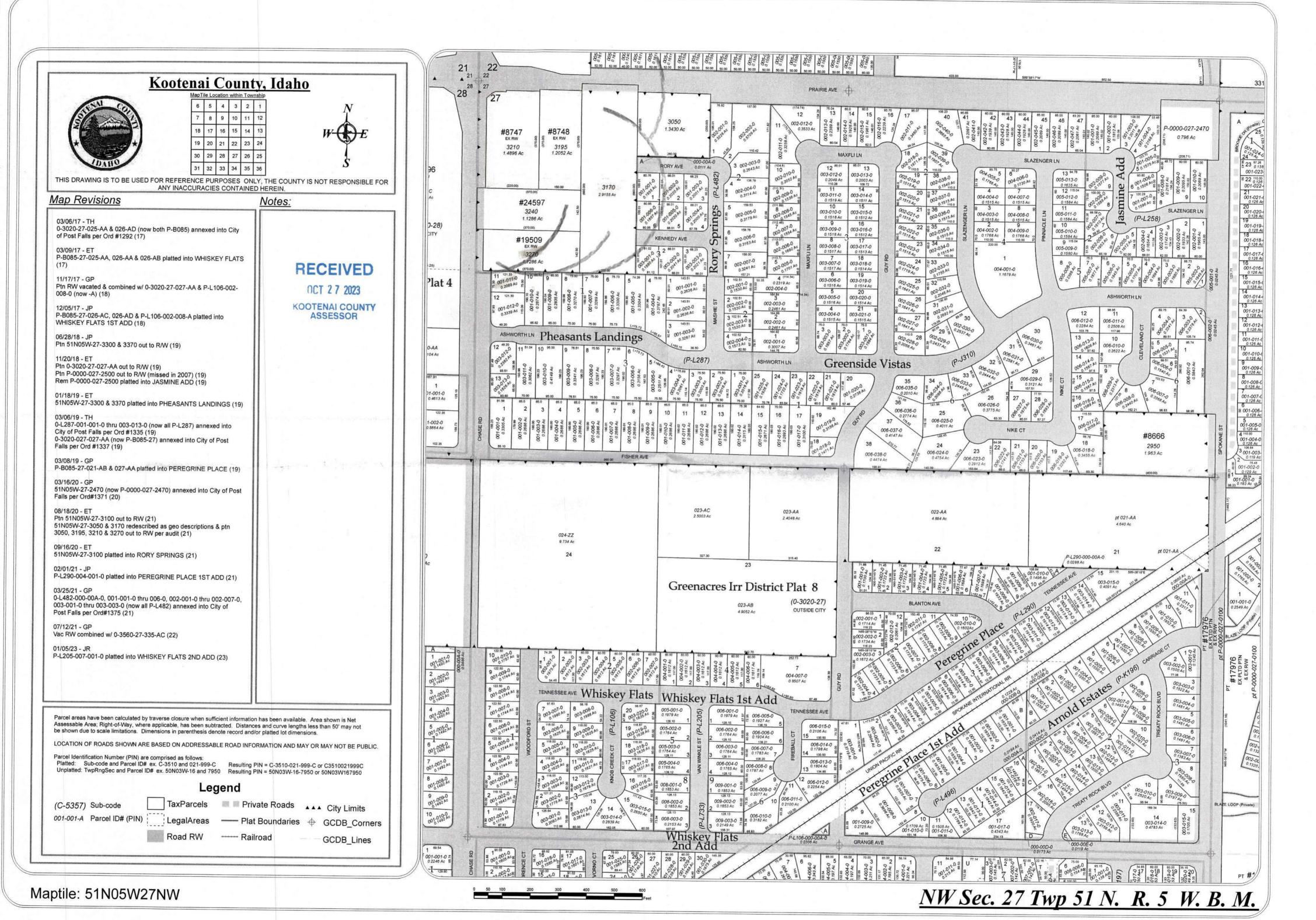
Anthony Shawn Mitchell Sr 833 W Ashworth Ln Post Falls Post Falls 83854

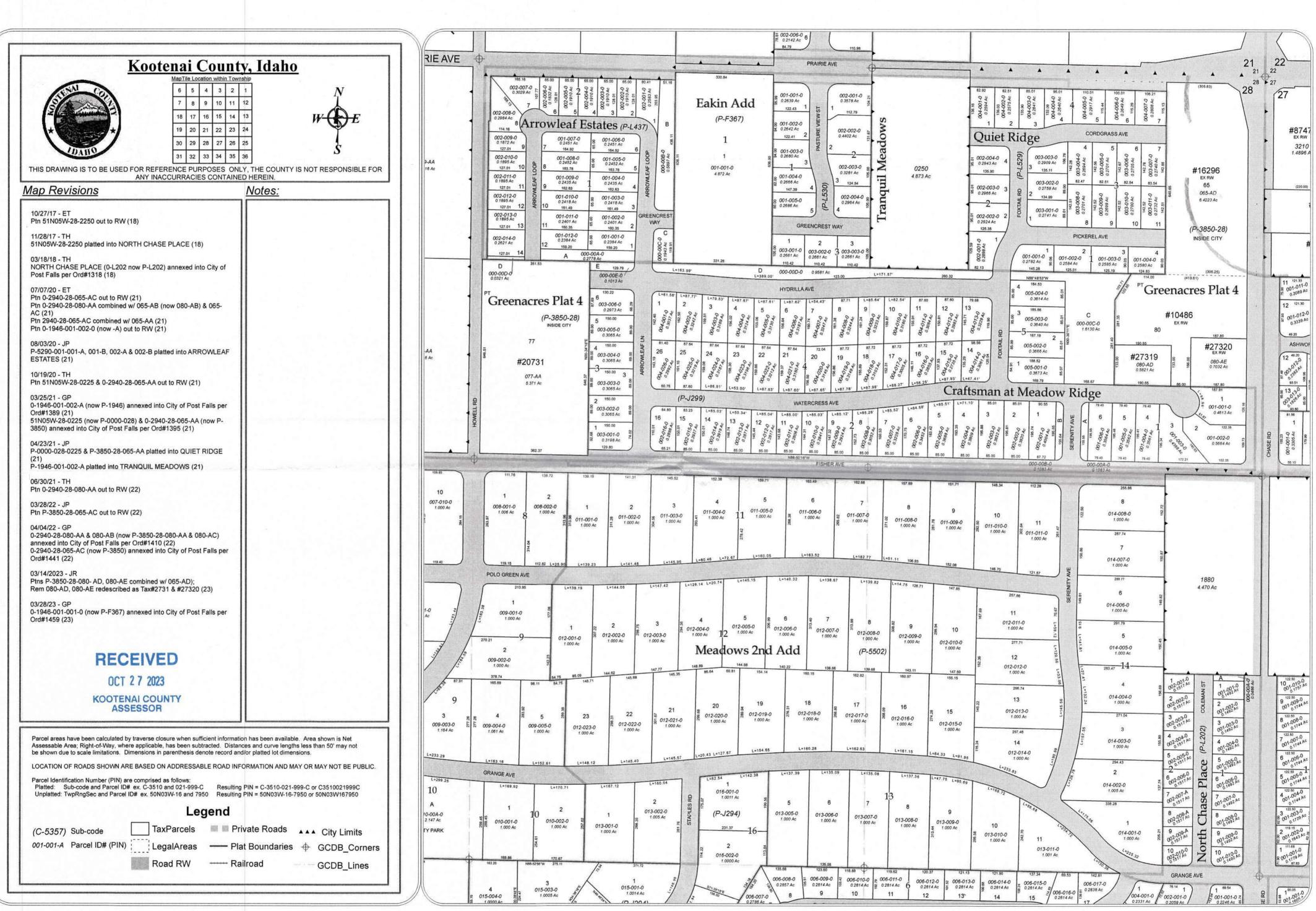
Randolph Davis 3806 N Chase Rd Post Falls Post Falls 83854

Robert Scott 3874 N Chase Rd Post Falls Post Falls 83854

Danny Tolleson 805 W Ashworth Ln Post Falls Post Falls 83854

Vs Development LLC 8720 Kulka Rd Las Vegas Las Vegas 89161

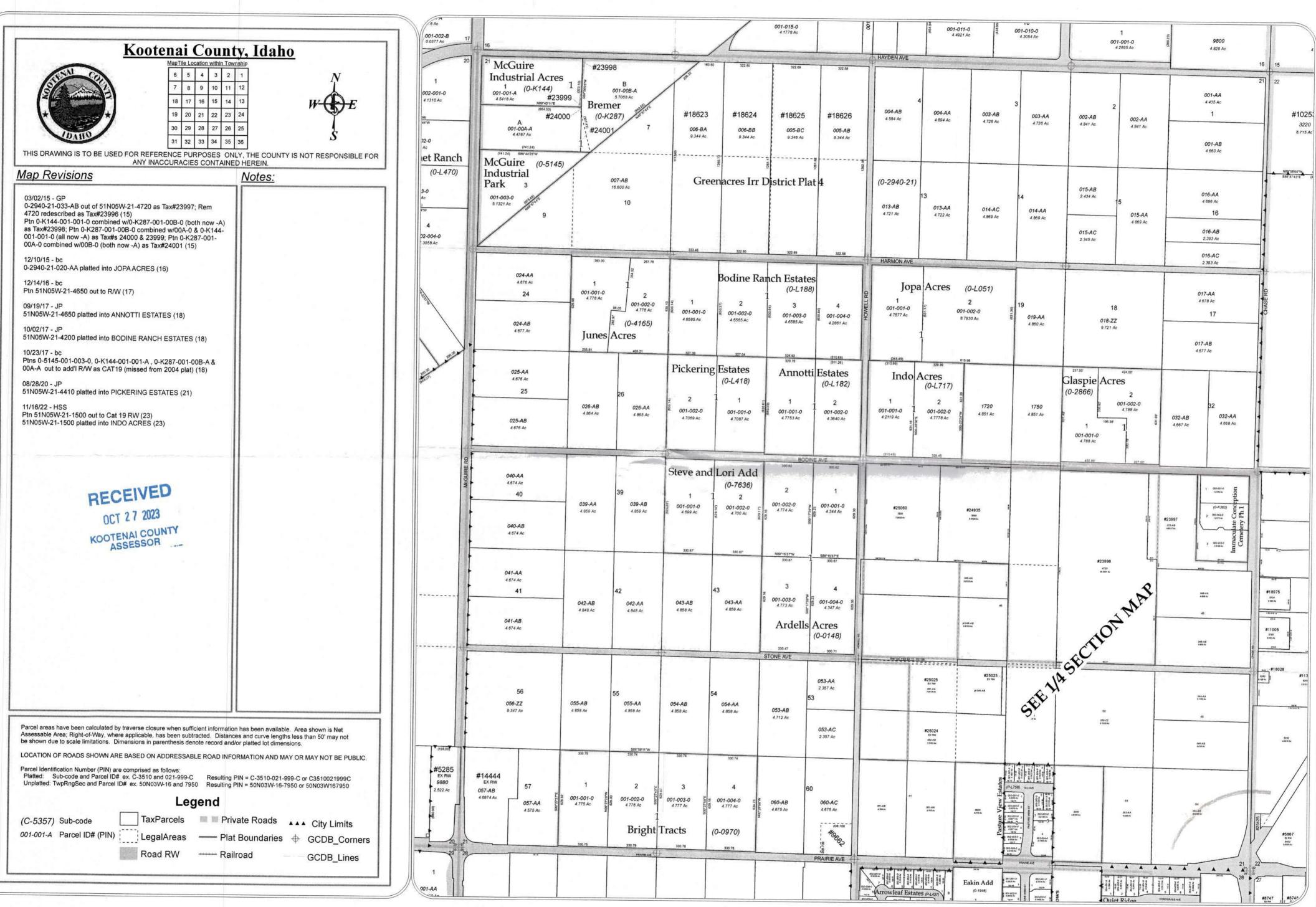


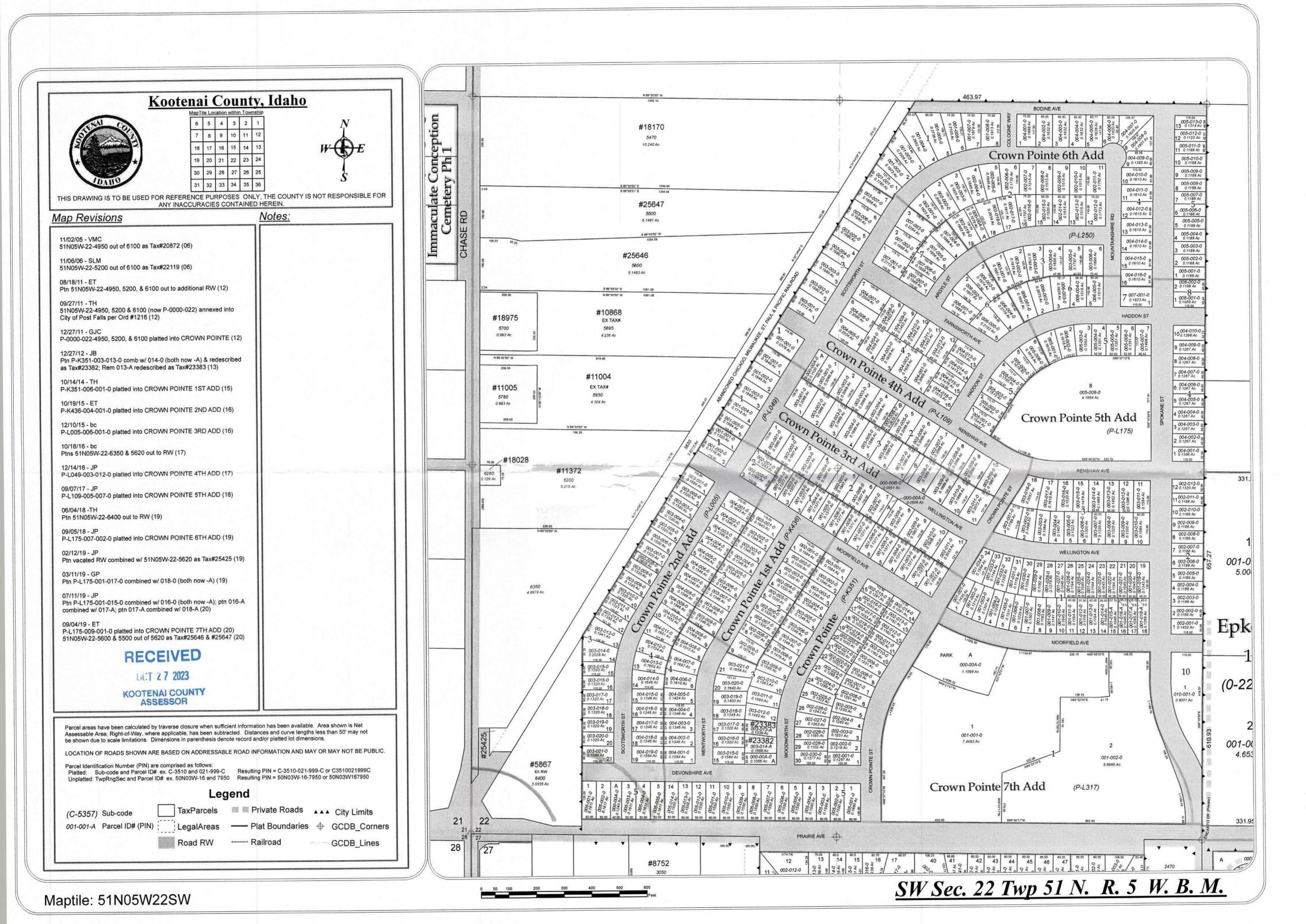


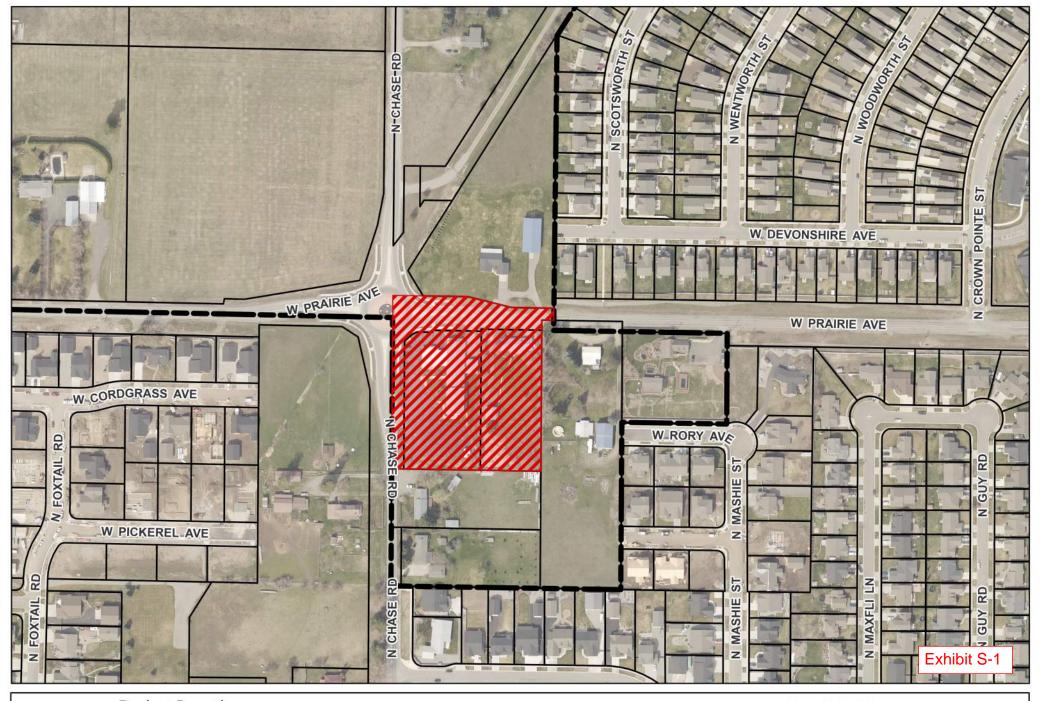
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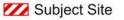


Project Location
MVBC ANNEXATION
ANNEXATION
ANNX-23-6

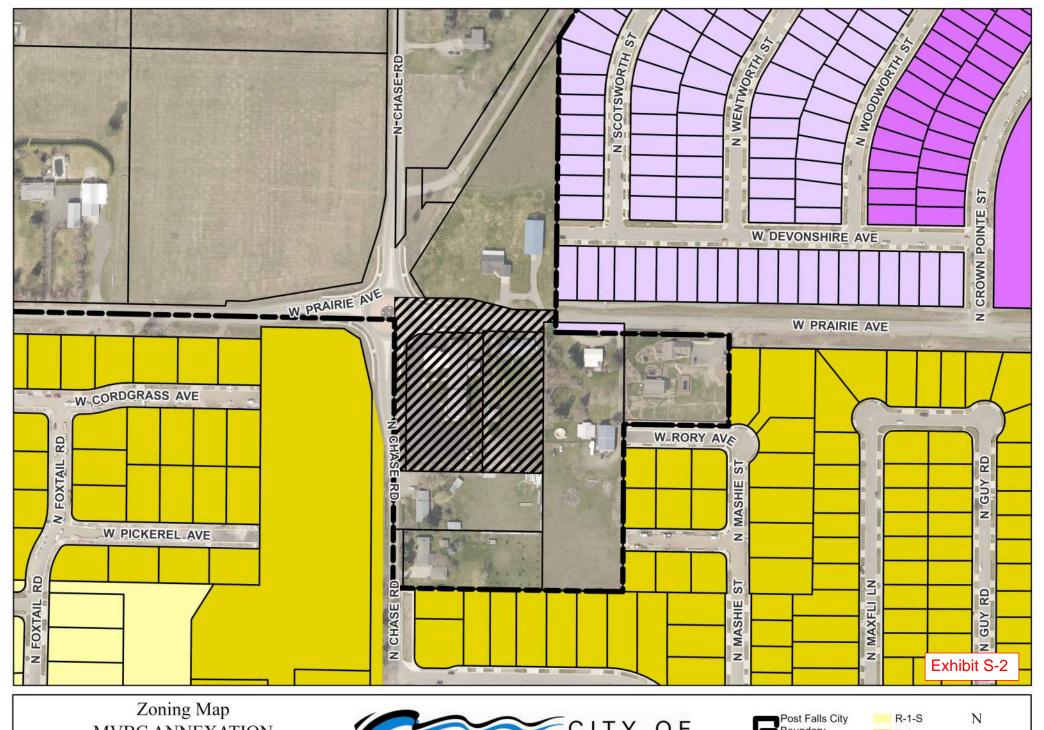












Zoning Map MVBC ANNEXATION ANNEXATION ANNX-23-6



