



SPECIAL CALL BOARD MEETING

TUESDAY NOVEMBER 28, 2023 3:00 P.M.

CDA CHAMBER OF COMMERCE

LARGE CONFERENCE ROOM

105 N. 1ST STREET, CDA, IDAHO

MINUTES

1. CALL TO ORDER

ignite cda Finance Committee Chair Garcia called the board meeting to order at 3:01 p.m.

ignite cda board members present: None

ignite cda board members attending remotely: Chapkis, Garcia, Evans, Meyer, Armon

ignite cda staff present: Berns **ignite cda** legal counsel present: Quade

2. AREA 13: APPROVAL OF PERMANENT PUBLIC ACCESS AND UTILITY EASEMENT ASSOCIATED WITH THE PENDING ATLAS WATERFRONT PARK PROPERTY ASSET TRANSFER FROM THE CITY OF CDA TO IGNITE CDA

*Background: Background re. this agenda item is captured in the November 15, 2023 **ignite cda** board meeting minutes.*

Ex. Director Berns and Counsel Quade reviewed/discussed with the board the proposed permanent public access and utility easement relative to Atlas Project Area 13 wherein the City of CDA will transfer a +/- 0.178 acre portion of the western edge of the Atlas Waterfront Park (refer to depictions below) to **ignite cda**, and **ignite cda** will then grant a permanent public access and utility easement to the City for said transferred property. The transferred property will then be combined with the existing Area 13 property and sold to deChase-Miksis under the existing Area 13 Disposition and Development Agreement (DDA). The permanent easement will run with the land.

Depictions of proposed property transfer and permanent easement area.



The easement area is left of the red line and adjacent to Area 13.

Motion by Commissioner Armon, seconded by Commissioner Garcia, to approve the proposed Atlas Project Area 13 permanent public access and utility easement as proposed relative to the pending transfer by the City to ignite cda of +/- 0.178 acres located on the western edge of the Atlas Waterfront Park, also authorizing the Executive Director to sign said easement on behalf of the Agency. Motion carried.

3. ADJOURN

Motion by Commissioner Armon, seconded by Commissioner Meyer, to adjourn. Motion carried.

The **ignite cda** special call board meeting adjourned at 3:05 p.m. Minutes prepared and submitted by Ex. Director Berns.

Recording Requested By and
When Recorded Return to:

Hawley Troxell Ennis & Hawley LLP
Attn: Danielle S.C. Quade
P.O. Box 1617
Boise, Idaho 83701

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT OF EASEMENT (Public Access and Utility)

THIS GRANT OF EASEMENT is made effective this ____ day of December, 2023, by COEUR D'ALENE URBAN RENEWAL AGENCY, dba ignite cda, a public body, corporate and politic (the "**Grantor**"), and THE CITY OF COEUR D'ALENE, a public body, corporate and politic (the "**Grantee**"). The Grantor and the Grantee may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

WHEREAS, the Grantor is the owner of that certain real property legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**").

WHEREAS, Grantor desires to grant a non-exclusive, permanent easement on, over, across and under those portions of the Property legally described on **Exhibit B** and graphically depicted as the on **Exhibit C**, described respectively as the "**Public Easement Property**" or the "**Stormwater Easement Property**," (as defined herein) both of which are attached hereto and incorporated herein by this reference (collectively, the "**Easement Property**"), for the uses and purposes set forth herein.

EASEMENT GRANT AND AUTHORIZED USES

1. **Grant of Easement:** Grantor, for themselves, their heirs, successors, and assigns, hereby declares, grants, creates, establishes, and conveys unto Grantee a perpetual, non-exclusive, easement over, on, and through the Easement Property, for the following purposes:

- (a) for use by (i) all members of the general public and Grantee as a shared-use path and promenade for ingress, egress and recreation by pedestrians and non-motorized vehicles and (ii) the City of Coeur d'Alene, Idaho (the "**City**") for motorized vehicular fire protection access through that portion of the Property described on **Exhibit B** as the Public Easement Property (the "**Public Easement Property**") (the "**Public Easement**"); and

- (b) to operate, maintain, repair, replace and remove stormwater drains, pipes and all necessary related facilities and appurtenances thereto (collectively, the “**Stormwater Utilities**”) through that portion of the Property described on Exhibit B as the Stormwater Easement Property (the “**Stormwater Easement Property**”) (the “**Stormwater Easement**” and, together with the Public Easement, the “**Easement**”).

2. Purposes of this Grant of Public Easement: Grantor and Grantee acknowledge that the sole purpose of the Public Easement is to allow Grantee to maintain, operate, and reconstruct a shared-use path and promenade for pedestrian and non-motorized vehicles and motorized vehicular fire protection access, which shall include the following improvements located on the Public Easement Property, including without limitation: soil fill material, base rock, concrete (or other paving approved by the City and Master Developer Architectural Design Review Committee for the Atlas Waterfront development), concrete curbing, landscaping, public seating, drywell(s), lighting, and irrigation systems (collectively, hereafter the “**Public Facilities**”), and the right of ingress and egress for the maintenance, operation and reconstruction of the Public Facilities.

3. Purposes of this Grant of Stormwater Easement: Grantor and Grantee acknowledge that the sole purpose of the Stormwater Easement is to allow Grantee to operate, maintain, repair, replace and remove the Stormwater Utilities located on or under the Stormwater Easement Property and the right of ingress and egress for the maintenance, operation and reconstruction of the Stormwater Utilities.

5. Easement is Perpetual: Grantee is to have and to hold the Easement Property for the uses and purposes of the Easement perpetually.

6. Maintenance and Condition of Easement: Grantee shall keep, maintain, repair, and preserve the Stormwater Easement Property for the benefit of the public for the purposes stated herein at Grantee’s sole cost and expense. Grantee shall keep, maintain, repair, and preserve the Stormwater Utilities in a manner consistent with maintenance of other similar facilities of the City, and in a good and safe condition. Grantee, at its sole cost and expense, agrees to restore the Easement Property to substantially the same condition as existing on immediately prior to commencing any maintenance, repairs, installation or reconstruction on the Easement Property. Grantee shall take all steps necessary to avoid the filing of any mechanic’s or materialmen’s liens against the Easement Property as a result of such activities related to the operation, maintenance, repair or reconstruction of the Public Facilities or Stormwater Utilities.

7. No Conflicting Easements: Grantor hereby covenants and agrees it shall not grant any additional easements over the Property which would materially limit Grantee’s right under this Easement.

8. Public Access: Grantor hereby covenants and agrees that the Public Easement Property shall be available to the general public for the purposes provided herein for the Public Easement.

9. Immunities Preserved. Nothing in this Agreement is intended, nor shall it be interpreted, to restrict Grantor or Grantee from availing themselves of the protections offered by

applicable laws affording any immunity or defense, including without limitation any limitation of landowner liability afforded by so-called Recreational Immunity statutes, Idaho Code Section 36-1604, or by the limitations contained in the Idaho Tort Claims Act.

10. Insurance. Grantee shall maintain public liability insurance with limits of no less than \$500,000 per occurrence covering injury or death to any person or damage to any property caused by or resulting from any act, omission, or failure to act of the Grantee or its officers, employees, contractors, agents, successors, or assigns, or resulting for any indemnity obligation of the Indemnified Parties. Grantee shall have the right, at Grantee's discretion, to accomplish the coverages required herein using, in full or in part, a program of self-insurance.

11. Binding Effect: The promises, covenants, conditions and agreements herein contained shall be binding on each of the Parties hereto and on all parties and all persons claiming such covenants under them or any of them and the rights and obligations hereof shall inure to the benefit of each of the Parties hereto and their respective successor and assigns. All provisions herein contained, including the promises, covenants, conditions, agreements, benefits, and burdens, shall run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.

12. Recitals: The recitals set forth above are hereby incorporated by this reference.

13. Recording: This Easement shall be recorded in the Official Real Property Records of Kootenai County, Idaho.

[Signatures on the Following Pages]

IN WITNESS HEREOF, the Grantor makes this Easement effective the date and year first written above.

GRANTOR:

COEUR D'ALENE URBAN RENEWAL AGENCY, DBA IGNITE CDA (formerly Coeur d'Alene Urban Renewal Agency, dba Lake City Development Corporation, a/k/a Lake city Development Corporation)

By: _____
Tony Berns, Executive Director

STATE OF IDAHO)
) ss.

County of Kootenai)

On __ day of _____, 2023, before me, a Notary Public in and for said state, personally appeared _____, known or identified to me to be the Executive Director of the Coeur d'Alene Urban Renewal Agency, dba ignite cda, an independent public body, corporate and politic and urban renewal agency created and existing in the City of Coeur d'Alene, Idaho, and the person who executed the foregoing instrument, and acknowledged to me that he executed the same in said entity's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

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

GRANTEE:

CITY OF COEUR D'ALENE,
the independent public body, corporate and politic

By: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____ 2023, before me the undersigned notary public in and for said State, personally appeared _____ known or identified to me to be the _____ of the CITY OF COEUR D'ALENE, the independent public body, corporate and politic, that executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of said City of Coeur D'Alene.

Notary Public for Idaho
My commission expires _____

EXHIBIT "A"

Legal Description of the Property

Lot 1, Block 12 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho.

TOGETHER WITH AND INCLUDING:

That portion of Tract 1 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho, described as follows:

BEGINNING at northeast corner of Lot 1, Block 12, of said Atlas Waterfront Second Addition, said point being an angle point on the North line of said Tract 1 and the beginning of a non-tangent curve to the right having a radius of 568.50 feet;

Thence easterly along the North line of said Tract 1 and along said curve, through an arc length of 30.35 feet, through a central angle of $03^{\circ} 03' 31''$, a chord bearing of South $87^{\circ} 57' 28''$ East and a chord distance of 30.35 feet to a point 30 feet from, when measured perpendicular to, the East line of said Lot 1;

Thence parallel with and 30 feet distant from said East line, South $10^{\circ} 41' 38''$ West a distance of 260.00 feet;

Thence North $82^{\circ} 26' 34''$ West a distance of 30.05 feet to the southeast corner of said Lot 1;

Thence along the East line of said Lot 1, North $10^{\circ} 41' 38''$ East a distance of 257.08 to the **POINT OF BEGINNING.**

Containing 55,833 square feet or 1.281 acres more or less.

EXHIBIT "B"

Legal Description of Easement Property

Public Easement Property

That portion of Tract 1 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho, described as follows:

BEGINNING at northeast corner of Lot 1, Block 12, of said Atlas Waterfront Second Addition, said point being an angle point on the North line of said Tract 1 and the beginning of a non-tangent curve to the right having a radius of 568.50 feet;

Thence easterly along the North line of said Tract 1 and along said curve, through an arc length of 30.35 feet, through a central angle of $03^{\circ} 03' 31''$, a chord bearing of South $87^{\circ} 57' 28''$ East and a chord distance of 30.35 feet to a point 30 feet from, when measured perpendicular to, the East line of said Lot 1;

Thence parallel with and 30 feet distant from said East line, South $10^{\circ} 41' 38''$ West a distance of 260.00 feet;

Thence North $82^{\circ} 26' 34''$ West a distance of 30.05 feet to the southeast corner of said Lot 1;

Thence along the East line of said Lot 1, North $10^{\circ} 41' 38''$ East a distance of 257.08 to the **POINT OF BEGINNING**.

Containing 7,760 square feet or 0.178 acres more or less.

Stormwater Easement Property

That portion of Tract 1 of Atlas Waterfront Second Addition, recorded in Book 'L' of Plats, Page 708, records of Kootenai County, Idaho, described as follows:

A 20-foot strip of land lying 10 feet each side of the following described centerline:

Commencing at northeast corner of Lot 1, Block 12, of said Atlas Waterfront Second Addition, said point being an angle point on the North line of said Tract 1 and the beginning of a non-tangent curve to the right having a radius of 568.50 feet; Thence easterly along the North line of said Tract 1 and along said curve, through an arc length of 10.14 feet, through a central angle of $01^{\circ} 01' 21''$, a chord bearing of South $88^{\circ} 58' 33''$ East and a chord distance of 10.14 feet to the **BEGINNING** of said centerline:

Thence South $10^{\circ} 41' 38''$ West a distance of 258.24 feet to the **END** of said centerline.

EXHIBIT "C"

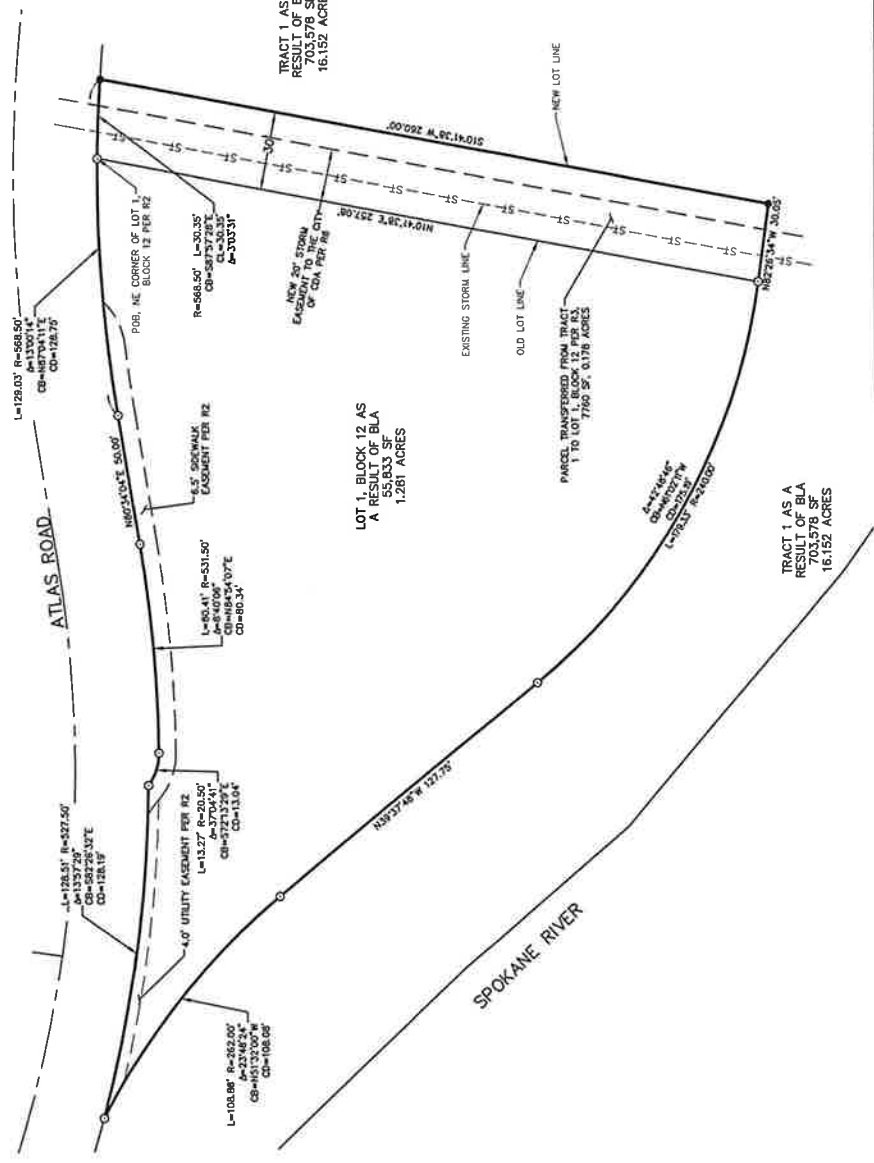
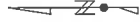
Graphic Depiction of Easement Property

See Attached.

RECORD OF SURVEY

LOT 1, BLOCK 12 AND TRACT 1 OF ATLAS WATERFRONT SECOND ADDITION
 LOCATED IN THE NW 1/4, NE 1/4 AND SE 1/4 OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST,
 BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

INSTRUMENT NO. _____
 BK _____ PL _____



- LEGEND**
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "WELCH" CORNER PLS 12318"
 - 5/8" REBAR WITH CAP MARKED "PLS 12318" PER R1 AND R2. NOT RESERVED FOR THIS SURVEY

BASIS OF BEARING
 S. 01°15'21" W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, IDAHO COORDINATE SYSTEM, WEST ZONE, NAD83 (GON1) (POGCH 2010.000). SEE R1.

SURVEY NARRATIVE
 THE PURPOSE OF THIS SURVEY IS TO DOCUMENT THE ADJUSTED BOUNDARY LINE BETWEEN LOT 1, BLOCK 12 AND TRACT 1 AND TO DOCUMENT THE NEW CITY OF COEUR STORM EASEMENT.

- REFERENCES:** RECORDS OF KOOTENAI COUNTY
- R1) PLAT OF ATLAS WATERFRONT 1ST ADDITION RECORDED IN BOOK L OF PLATS, PAGE 619
 - R2) PLAT OF ATLAS WATERFRONT 2ND ADDITION RECORDED IN BOOK L OF PLATS, PAGE 708
 - R3) DEED RECORDED AS INSTRUMENT NUMBER 977777777777
 - R4) DEED RECORDED AS INSTRUMENT NUMBER 977777777777
 - R5) DEED RECORDED AS INSTRUMENT NUMBER 977777777777
 - R6) DEED RECORDED AS INSTRUMENT NUMBER 977777777777
 - R7) DEED RECORDED AS INSTRUMENT NUMBER 977777777777

SURVEYOR'S CERTIFICATE
 I, MICHAEL LYNN HATHAWAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, LICENSE NUMBER 12318, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN CONFORMANCE WITH STATE OF IDAHO CODES.



MICHAEL LYNN HATHAWAY PLS NO. 12318

THIS RECORD OF SURVEY WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO AT THE REQUEST OF WELCH-COMER & ASSOC., INC. ON THIS _____ DAY OF _____, 20____ AT _____ M., AND DULY RECORDED IN BOOK _____ AT PAGE _____ AS INST. NO. _____ KOOTENAI COUNTY CLERK KOOTENAI COUNTY DEPUTY CLERK

CITY OF COEUR D'ALENE APPROVAL
 THIS RECORD OF SURVEY MEETS THE REQUIREMENTS SET FORTH BY THE CITY OF COEUR D'ALENE MUNICIPAL CODE, TITLE 16, SECTION 16.1.0.
 ENGINEERING DEPARTMENT _____ DATE _____

WELCH-COMER & ASSOCIATES
 ENGINEERING & SURVEYING
 330 E. Lakeside Ave., Suite 101
 Coeur d'Alene, ID 83814
 208-864-0200
 Fax 208-877-15-657
 (208) 864-6946

RECORD OF SURVEY
 LOT 1, BLOCK 12 AND TRACT 1
 IN THE NW, NE AND SE 1/4 OF SEC 10
 T 50 N, R 4 W, B 1 M.,
 KOOTENAI COUNTY, IDAHO

PROJECT NO.: 47292 CO.D
 DRAWN BY: M.L.H.
 CHECKED BY: M.L.H.
 NAME: MICHAEL L. HATHAWAY
 DATE: 05/20/08
 SHEET NO. 1 OF 2