



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

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## **GENERAL SERVICES/PUBLIC WORKS COMMITTEE**

**with**

**Council Members Wood, Evans, English**

**April 12, 2021, 12:00 p.m.**

**Library Community Room**

**702 Front Avenue**

### **AGENDA**

#### **\*\*\*ITEMS LISTED BELOW ARE CONSIDERED TO BE ACTION ITEMS**

- Item 1      Approval of Interstate Mutual Law Enforcement Assistance (Mutual Aid) Agreement with the Spokane Police Department – Chief Lee White, Police Department
  
- Item 2      Approve the Submission for, and Acceptance of, a Grant from the Coronavirus Emergency Supplemental Funding Program for the Purchase of Personal Protective Equipment (PPE) and Reimbursement of Overtime Costs Associated with the Coronavirus Response in the Amount of \$38,000.00 – Chief Lee White, Police Department
  
- Item 3      Approval of Abandonment of Water and Stormwater Easements on Property Owned by Active West, LLC – City Engineer Chris Bosley, Streets & Engineering Department

*The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 24 hours in advance of the meeting date and time.*

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** April 12, 2021

**FROM:** Lee White, Chief of Police

**SUBJECT:** Approval of an Interstate Mutual Law Enforcement Assistance  
(Mutual Aid) Agreement with the Spokane Police Department

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**Decision Point:**

The Police Department requests permission to execute an updated Mutual Aid agreement between the City of Coeur d'Alene and the City of Spokane for law enforcement activities.

**History:**

The Police Department had various mutual aid agreements in place with regional law enforcement partners for years. The attached agreement represents an updated version of the agreement, required because of the election of a new sheriff to Kootenai County. Our Legal department has reviewed this agreement. This is largely a housekeeping item.

**Financial Analysis:**

There are no additional costs associated with the execution of this agreement.

**Decision Point:**

The City should execute the attached Mutual Aid agreement between the City of Coeur d'Alene and the City of Spokane Police Department for law enforcement activities.

INTERSTATE MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT  
BETWEEN  
THE CITY OF COEUR D'ALENE, IDAHO AND THE  
SPOKANE POLICE DEPARTMENT

This AGREEMENT entered into between City of Coeur d'Alene, Idaho and the Spokane Police Department, both being political subdivisions, or governmental entities, and each of the above entities law enforcement departments or offices, herein referred to as "party or parties."

**WHEREAS**, each of the parties hereto have an interest in law enforcement, protection, and control, and

**WHEREAS**, each of the parties own and maintain equipment and employ personnel who are trained to provide law enforcement, protection, and control and

**WHEREAS**, in the event of an emergency, a catastrophe, or based upon the situation or event, one of the parties may need the assistance of another party to provide law enforcement, protection, and control; and

**WHEREAS**, the city of Coeur d'Alene Police Department and its officers have jurisdiction to enforce all state laws within the boundaries of Kootenai County, Idaho; and

**WHEREAS**, the Spokane Police Department and its officers have jurisdiction to enforce all state laws within the boundaries of the City of Spokane, Washington; and

**WHEREAS**, the geographical boundaries of each requesting or responding party under this AGREEMENT are located in such a manner as to enable each party to render mutual assistance to the other.

**NOW, THEREFORE**, subject to the limitations of this AGREEMENT and in order to provide the above mutual aid assistance between the parties, it is hereby agreed under and pursuant to Idaho Code 67-2337(4) and to the Revised Code of Washington Chapter 10.93 RCW as follows:

1. **DURATION OF AGREEMENT:** This AGREEMENT shall not be effective until it is approved by the parties and each party has fulfilled their statutory obligations pursuant to Chapter 10.93 RCW and Idaho Code 67-2329 respectively. It shall continue in full force and effect until any party terminates this AGREEMENT by thirty (30) days written notice to the other party.
2. **PURPOSE – MUTUAL AID ASSISTANCE:** The purpose of this AGREEMENT is to permit the parties to cooperate to their mutual advantage providing services and equipment to provide mutual aid assistance to the other parties for law enforcement, protection and control in the case of an emergency, catastrophe, or when the need may arise. The duty of each party under this AGREEMENT is discretionary, but each party

agrees that it will provide such assistance to the extent it determines that it has sufficient equipment and personnel to provide the requested assistance.

### 3. LEGAL AUTHORITIES:

#### A. Idaho Statutory Provisions:

1. Idaho Code 67-2337(4) provides that Idaho political subdivisions may enter into mutual assistance compacts with other political subdivisions of states immediately adjacent. Any mutual assistance compact between a political subdivision of Idaho with a political subdivision of any other state shall include a written statement of assumption of liability consistent with the requirements of this section.
2. Idaho Code 67-2338 provides that all of the privileges and immunities from liability, exemptions from law, ordinances and rules, all pension, relief and disability, worker's compensation insurance, and other benefits that apply to the activity of officers, agents or employees of any political subdivision, when performing their respective functions within the territorial limits of their respective political subdivisions, shall apply to them in the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially.
3. Idaho Code 6-903(1) provides that except as otherwise provided in this act, every governmental entity is subject to liability for money damages arising out of its negligent or otherwise wrongful acts or omissions and those of its employees acting within the course and scope of their employment or duties, whether arising out of a governmental or proprietary function, where the governmental entity if a private person or entity would be liable for money damages under the laws of the State of Idaho, provided that the governmental entity is subject to liability only for the pro rata share of the total damages awarded in favor of a claimant which is attributable to the negligent or otherwise wrongful acts of omissions of the governmental entity or its employees.
4. Idaho Code 67-2328(d)(1) provides that an agreement for joint exercise of powers shall include a provision for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board, public agencies party to the agreement shall be represented.

#### B. Washington Statutory Provisions

1. Washington Chapter 10.93 RCW sets forth the Washington mutual aid peace officer powers act of 1985 which intends to remove current artificial barriers to mutual aid and cooperative enforcement of the laws among general authority local, state, and federal agencies. This chapter shall be liberally construed to effectuate the intent of the legislature to modify current restrictions upon the limited territorial and enforcement authority of general authority peace officers and to effectuate mutual aid among agencies.
2. Washington RCW 10.93.060 provides that all of the privileges and immunities from liability, exemption from laws, ordinances, and rules, all pension, relief, disability, worker's compensation insurance, and other benefits which apply to the activity of officers, agents, or employees of any law enforcement agency when performing their respective functions within the territorial limits of their respective

agencies shall apply to them and to their primary commissioning agencies to the same degree and extent while such persons are engaged in the performance of authorized functions and duties under this chapter.

3. Washington RCW 10.93.040 provides that any liability or claim of liability which arises out of the exercise or alleged exercise of authority by an officer acting within the course and scope of the officer's duties as a peace officer under this chapter is the responsibility of the primary commissioning agency unless the officer acts under the direction and control of another agency or unless the liability is otherwise allocated under a written agreement between the primary commissioning agency and another agency.
4. **MANNER OF FINANCING AND BUDGET:** There shall be no joint financing of activities under this AGREEMENT except by written amendment of this AGREEMENT between the respective parties regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished under this Agreement by a party. Each party agrees to be responsible for the payment of compensation and benefits for its employees who provide mutual aid assistance under this AGREEMENT for another party. Each party shall independently budget for expected expenses under this AGREEMENT.
5. **REQUEST FOR ASSISTANCE:** Any request for mutual aid assistance under this AGREEMENT shall be made to the highest-ranking official present of the party from whom assistance is requested at the time the assistance is needed. The request may be oral, and shall specify the time and place of the requested assistance, the equipment and personnel requested, and shall state the name of the official who is in charge of the police protection or police control at the place where the assistance is requested.
6. **RESPONSE TO REQUEST:** The party requested to provide mutual aid assistance shall respond to the request as soon as possible if personnel and equipment are available and the requesting party is notified that assistance can be provided. The response may be orally conveyed to the party requesting assistance, it shall notify the requesting party as to the equipment and personnel which will be engaged in the assistance as well as the time it will be provided and the name of the person will be in charge of providing the assistance. If the amount of assistance thereafter varies, the responding party shall amend his notification so that the requesting party will know what assistance was intended.
7. **COMMAND OF EQUIPMENT AND PERSONNEL:** The requesting party shall have on-site command and direction of the equipment and personnel provided by a responding party. The requesting party shall always keep the responding party advised as the person who is exercising command and direction. All personnel who participate in mutual aid assistance shall not be "agents" of the party requesting the assistance, except to the extent inconsistent with this AGREEMENT. When the mutual aid assistance is no longer needed, the personnel be returned to the responding party. Personnel who participate in mutual aid assistance shall remain the employee of their employer for all purposes, including, but not limited to, the payment of wages and their entitlement to the benefits of their employment. Further as provided by Idaho and Washington statutes, all of the

privileges and immunities from liability, exemptions from laws, ordinances and rules, and other benefits shall apply to responding personnel to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially.

8. **STANDARD OF CONDUCT:** Each officer providing assistance shall maintain the standards of professional conduct as required by the standards of the requesting entity. It shall be the sole duty, privilege, and responsibility of the entity employing an officer to determine if there has been any breach of professional standards and to carry out discipline, if any. However, the requesting entity may request that a particular officer be removed from any circumstance and the jurisdiction and the responding entity will honor such request as soon as practical. At all times, the responding officers will be assigned duties customarily and lawfully performed by law enforcement officers of the state of Idaho or the state of Washington and there shall be due and usual regard given to the personal safety of the officers and public consistent with the needs or circumstances and the law enforcement problem being addressed.
9. **RESPONSIBILITIES OF REQUESTING PARTY:** The requesting party will assign personnel to advise responding officers of statutory, administrative, and procedural requirements within the jurisdiction of the occurrence. Officers of the requesting party will be primarily responsible for making and processing arrests and the impounding or safeguarding of lives or property within the territorial boundaries of their jurisdiction. When a responding officer, while in the jurisdiction of the requesting party, takes a person or property into custody, the officer shall relinquish custody of said person or property at the earliest convenience to an officer of the requesting party for disposition in accordance with the laws of the requesting party.
10. **LIABILITY:** The parties agree that each agency shall be liable for the actions of their respective employees when engaged in law enforcement activities in the territorial or geographic jurisdiction of the other party under this AGREEMENT.
11. **RETURN OF EQUIPMENT AND PERSONNEL:** When the mutual aid assistance is no longer required, the requesting party shall notify the responding party of the release of its command of all equipment and personnel and such shall be returned to their normal place of operation.
12. **PRE-INCIDENT PLANNING:** The commanding officers of the parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problem areas where mutual aid assistance may be needed. This AGREEMENT may be supplemented by schedules and lists of types of equipment and personnel that would be dispatched under various possible circumstances and the number of personnel that would be dispatched under certain circumstances. In addition, the parties may engage in mutual training sessions to ensure the efficient operation of this AGREEMENT. The parties agree to take such steps as are feasible to standardize the equipment and procedures used to provide assistance under this AGREEMENT.

13. PERSONNEL AND EQUIPMENT / TRAINING AND MAINTENANCE: Each party shall be responsible for the training of its own personnel and for the maintenance and repair of any equipment used or damaged in performance of this AGREEMENT.

14. ADMINISTRATOR OF MUTUAL AID: The parties designate the Chief of Police for the City of Coeur d'Alene and the Chief of Police for the City of Spokane to administer this AGREEMENT. Neither shall receive additional compensation other than as an employee of one of the parties. It shall be their duty as representatives of each party to coordinate all activities and mutual aid efforts of the parties under this AGREEMENT.

IN WITNESS WHEREOF, the Parties, by and through their respective officials designated below, have caused this Agreement to be executed.

DATED this \_\_\_\_\_ of \_\_\_\_\_, 2021.

City of Coeur d'Alene, Idaho

Spokane Police Department

\_\_\_\_\_  
Steve Widmyer, Mayor

\_\_\_\_\_  
Craig Meidl, Chief of Police

ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
By:

Approved as to form:

Approved as to form:

\_\_\_\_\_  
By: Michael Gridley  
Title: City Attorney

\_\_\_\_\_  
By: Michael Ormsby  
Title: City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** April 12, 2021

**FROM:** Lee White, Chief of Police

**SUBJECT:** Apply for and Accept if Awarded Coronavirus Emergency Supplemental Funding Program

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**DECISION POINT:**

Staff requests that Council allow the Coeur d'Alene Police Department to apply for and accept, if awarded, a Coronavirus Emergency Supplemental Funding Program (CFDA 16.034) administered by the Idaho State Police Grants Department for the amount of \$38,000 to include the purchase of Personal Protective Equipment (PPE) at \$10,000 and for reimbursement of overtime expenses from March 13, 2020, to March 23, 2021, at \$28,000. The overtime expenses include the costs of covering those staff members who were quarantined due to one of the four categories of exposure and the additional staffing that was needed for the increased law enforcement activity in the downtown area due to alcohol-related crimes in correlation with neighboring states more restrictive phased re-openings.

**HISTORY:**

In 2020, the federal government passed legislative bills to assist eligible states, local units of government and tribes in preventing, preparing for, and responding to the Coronavirus. The Department had received BJA separate from this request to pay for PPE and technology equipment in creating away to have more employees work from home. The PPE costs increased dramatically during this time and procurement was difficult due to demand. Currently procurement is easier but the costs are still higher than expected. Additionally, the Department had to cover shifts of those staff members that were exposed to the virus. These were unanticipated when the FY 19-20 budget was accepted. In addition, on November 15, 2020, Governor Inslee of Washington ordered the closure of bars and restaurants causing an influx of bar patrons to the downtown area. The Department saw a large increase in alcohol-related incidents requiring extra patrols resulting in higher overtime costs.

**FINANCIAL ANALYSIS:**

If awarded, this grant will allow a surplus of needed PPE to be used by Department personnel. In addition, the funds will be used to reimburse the costs associated with the response to the Coronavirus, as allowed by the grant process.

**PERFORMANCE ANALYSIS:**

If awarded, all funds must be spent by January 30, 2022. This funding opportunity is to be used to purchase PPE and merely pay for already spent funds on overtime rather than projecting what overtimes may be needed in the future.

**DECISION POINT/RECOMMENDATION:**

Staff requests that the Council allow the Police Department apply for and if awarded, accept the grant for the purchase of PPE and reimbursement of overtime costs associated with the Coronavirus response for the amount of \$38,000.



**PUBLIC WORKS/GENERAL SERVICES  
STAFF REPORT**

**DATE:** April 12, 2021

**FROM:** Chris Bosley – City Engineer

**SUBJECT: Request for Approval of Abandonment of Water and Stormwater  
Easements on Property Owned by Active West, LLC**

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**DECISION POINT:**

Should Council approve of Water and Stormwater easement abandonments on property owned by Active West, LLC.?

**HISTORY:**

During the construction of The Union subdivision off of Beebe Boulevard, existing City water and stormwater pipes were relocated to easements that were recorded in the subdivision's plat. The easements where the pipes were originally located now need to be abandoned in order to allow for the sale of residential units on the lots where the easements exist. These easement abandonments allow Active West to receive Certificates of Occupancy for the homes as approved by the City.

**FINANCIAL ANALYSIS:**

These easement abandonments allow Active West to receive Certificates of Occupancy and sell the residential units. No cost will be incurred by the City for this abandonment.

**PERFORMANCE ANALYSIS:**

Approval of these easement abandonments allows Active West to receive Certificates of Occupancy and sell the residential units on the property as approved by the City.

**DECISION POINT/RECOMMENDATION:**

Council should approve the abandonment of Water and Stormwater easements on property owned by Active West, LLC.

## **ABANDONMENT OF EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that City of Coeur d' Alene, whose address is 710 East Mullan Avenue, Coeur d' Alene, Idaho, 83814, the dominant tenant of the easement described herein, for and in consideration of good and valuable consideration, paid by ActiveWest LLC, the servient tenant of the easement described herein, receipt of which is acknowledged, does hereby abandon the following described easement:

### **20' WATER LINE EASEMENT (VACATION #1)**

A strip of land 20 feet wide across a parcel of land located in Government Lot 4, Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being 10 feet wide on each side of the following described centerline, more particularly described as follows:

Commencing at the northeast corner of Tract "D", THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, from which the southeast corner of Tract "A", THE UNION, bears South 02°58'21" West, a distance of 210.84 feet;

Thence North 65°21'10" West along the north line of said Plat of THE UNION, a distance of 207.29 feet to a point on the northerly right-of-way line of Union Drive and the **Point of Beginning**;

Thence South 44°16'39" West, a distance of 126.77 feet to the south line of said Tract "A" and the **Point of Terminus**;

Lengthening and shortening the sidelines of said strip so as to terminate on the northerly right-of-way line of Union Drive, and the north and south lines of said Plat of THE UNION;

Containing 2,535 square feet or 0.058 acres, more or less.

#### **SUBJECT TO:**

Existing rights-of-way and easements of record and or appearing on said above described parcels.

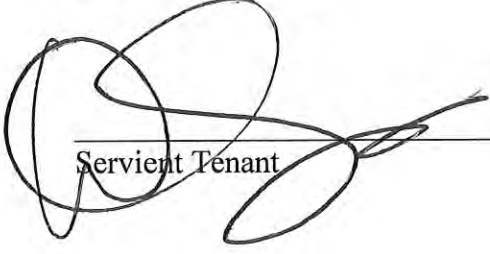
#### **END OF DESCRIPTION**

over and through the following described property:

Tract A, Tract C, Lot 7, Block 1 of THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, and Union Drive.

**IN WITNESS WHEREOF**, the undersigned have executed this instrument on this 24<sup>th</sup> day of March, 2021.

\_\_\_\_\_  
Dominant Tenant

  
\_\_\_\_\_  
Servient Tenant

STATE OF IDAHO            )  
                                      )  
COUNTY OF KOOTENAI    )       SS

On the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO            )  
                                      )  
COUNTY OF KOOTENAI    )       SS

On the 24<sup>th</sup> day of March, 2021, before me, a Notary Public, personally appeared Dennis E Cunningham II, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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



Charyl Ragan  
Notary Public for Idaho  
Residing at Plummer  
My Commission Expires: April 15, 2023

**Easement Vacation #1**  
**Legal Description**  
**Exhibit "A"**

A strip of land 20 feet wide across a parcel of land located in Government Lot 4, Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being 10 feet wide on each side of the following described centerline, more particularly described as follows:

Commencing at the northeast corner of Tract "D", THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, from which the southeast corner of Tract "A", THE UNION, bears South 02°58'21" West, a distance of 210.84 feet;

Thence North 65°21'10" West along the north line of said Plat of THE UNION, a distance of 207.29 feet to a point on the northerly right-of-way line of Union Drive and the Point of Beginning;

Thence South 44°16'39" West, a distance of 126.77 feet to the south line of said Tract "A" and the Point of Terminus;

Lengthening and shortening the sidelines of said strip so as to terminate on the northerly right-of-way line of Union Drive, and the north and south lines of said Plat of THE UNION;

Containing 2,535 square feet or 0.058 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcels.

END OF DESCRIPTION

Prepared by this office:

## **ABANDONMENT OF EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that City of Coeur d' Alene, whose address is 710 East Mullan Avenue, Coeur d' Alene, Idaho, 83814, the dominant tenant of the easement described herein, for and in consideration of good and valuable consideration, paid by ActiveWest LLC, the servient tenant of the easement described herein, receipt of which is acknowledged, does hereby abandon the following described easement:

### **20' WATER LINE EASEMENT (VACATION #2)**

A strip of land 20 feet wide across a parcel of land located in Government Lot 4, Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being 10 feet wide on each side of the following described centerline, more particularly described as follows:

Commencing at the northeast corner of Tract "D", THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, from which the southeast corner of Tract "A", THE UNION, bears South 02°58'21" West, a distance of 210.84 feet;

Thence North 65°21'10" West along the north line of THE UNION, a distance of 186.14 feet to a point on the northerly right-of-way line of Union Drive and the **Point of Beginning**;

Thence South 06°11'31" West, a distance of 150.93 feet to the south line of said Tract "A" and the **Point of Terminus**;

Lengthening and shortening the sidelines of said strip so as to terminate on the northerly right-of-way line of Union Drive, and the south line of said Tract "A";

Containing 3,019 square feet or 0.069 acres, more or less.

#### **SUBJECT TO:**

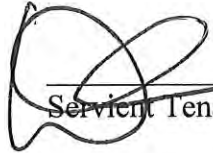
Existing rights-of-way and easements of record and or appearing on said above described parcels.

over and through the following described property:

Tract A, Lot 5 & 6 , Block 1 of THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, and Union Drive.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 24<sup>th</sup>  
day of March, 2021.

\_\_\_\_\_  
Dominant Tenant

\_\_\_\_\_  
Servient Tenant

STATE OF IDAHO            )  
                                      )  
COUNTY OF KOOTENAI    )       SS

On the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO            )  
                                      )  
COUNTY OF KOOTENAI    )       SS

On the 24th day of March, 2021, before me, a Notary Public, personally appeared Dennis E Cunningham II, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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



Charyl Ragan  
Notary Public for Idaho  
Residing at Plummer  
My Commission Expires: April 15, 2023



**Easement Vacation #2**  
**Legal Description**  
**Exhibit "A"**

A strip of land 20 feet wide across a parcel of land located in Government Lot 4, Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being 10 feet wide on each side of the following described centerline, more particularly described as follows:

**Commencing** at the northeast corner of Tract "D", THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, from which the southeast corner of Tract "A", THE UNION, bears South 02°58'21" West, a distance of 210.84 feet;

Thence North 65°21'10" West along the north line of THE UNION, a distance of 186.14 feet to a point on the northerly right-of-way line of Union Drive and the **Point of Beginning**;

Thence South 06°11'31" West, a distance of 150.93 feet to the south line of said Tract "A" and the **Point of Terminus**;

Lengthening and shortening the sidelines of said strip so as to terminate on the northerly right-of-way line of Union Drive, and the south line of said Tract "A";

Containing 3,019 square feet or 0.069 acres, more or less.

**SUBJECT TO:**

Existing rights-of-way and easements of record and or appearing on said above described parcels.

**END OF DESCRIPTION**

Prepared by this office:  
h2 Surveying, LLC

## **ABANDONMENT OF EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that City of Coeur d' Alene, whose address is 710 East Mullan Avenue, Coeur d' Alene, Idaho, 83814, the dominant tenant of the easement described herein, for and in consideration of good and valuable consideration, paid by ActiveWest LLC, the servient tenant of the easement described herein, receipt of which is acknowledged, does hereby abandon the following described easement:

### **20' STORM SEWER EASEMENT (VACATION #3)**

A strip of land 20 feet wide across a parcel of land located in Government Lot 4, Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being 10 feet wide on each side of the following described centerline, more particularly described as follows:

**Beginning** at the northeast corner of Tract "D", THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, from which the southeast corner of Tract "A", THE UNION, bears South 02°58'21" West, a distance of 210.84 feet;

Thence South 51°18'13" West, a distance of 87.45 feet;

Thence South 58°52'02" West, a distance of 91.70 feet to the south line of said Tract "A" and the **Point of Terminus**;

Lengthening and shortening the sidelines of said strip so as to terminate on the north and east lines of said Tract "D", and the south line of said Tract "A";

Containing 3,515 square feet or 0.081 acres, more or less.

#### **SUBJECT TO:**

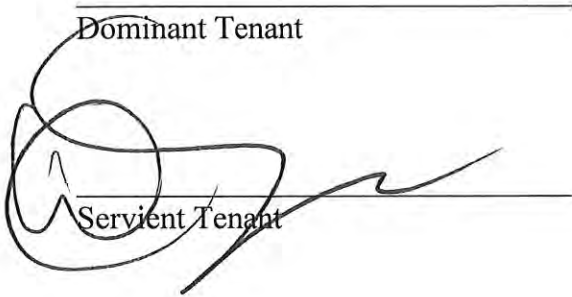
Existing rights-of-way and easements of record and or appearing on said above described parcels.

over and through the following described property:

Tract A, Lot 1, 2, & 3, Block 1 of THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, and Union Drive.

**IN WITNESS WHEREOF**, the undersigned have executed this instrument on this 24<sup>th</sup>  
day of March, 2021.

\_\_\_\_\_  
Dominant Tenant

  
\_\_\_\_\_  
Servient Tenant

STATE OF IDAHO                    )  
  )  
COUNTY OF KOOTENAI        )       SS

On the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO                    )  
  )  
COUNTY OF KOOTENAI        )       SS

On the 24<sup>th</sup> day of March, 2021, before me, a Notary Public, personally appeared Dennis E. Cunningham Jr., known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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



Charyl Ragan  
Notary Public for Idaho  
Residing at Plummer  
My Commission Expires: April 15, 2023

**Easement Vacation #3**  
**Legal Description**  
**Exhibit "A"**

A strip of land 20 feet wide across a parcel of land located in Government Lot 4, Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being 10 feet wide on each side of the following described centerline, more particularly described as follows:

**Beginning** at the northeast corner of Tract "D", THE UNION, as recorded in Book "L" of Plats, Page 538, Instrument #2799518000, records of Kootenai County, Idaho, from which the southeast corner of Tract "A", THE UNION, bears South  $02^{\circ}58'21''$  West, a distance of 210.84 feet;

Thence South  $51^{\circ}18'13''$  West, a distance of 87.45 feet;

Thence South  $58^{\circ}52'02''$  West, a distance of 91.70 feet to the south line of said Tract "A" and the **Point of Terminus**;

Lengthening and shortening the sidelines of said strip so as to terminate on the north and east lines of said Tract "D", and the south line of said Tract "A";

Containing 3,515 square feet or 0.081 acres, more or less.

**SUBJECT TO:**

Existing rights-of-way and easements of record and or appearing on said above described parcels.

**END OF DESCRIPTION**

Prepared by this office:

h2 Surveying, LLC



## *The Union Easement Abandonment*



*April 12, 2021*

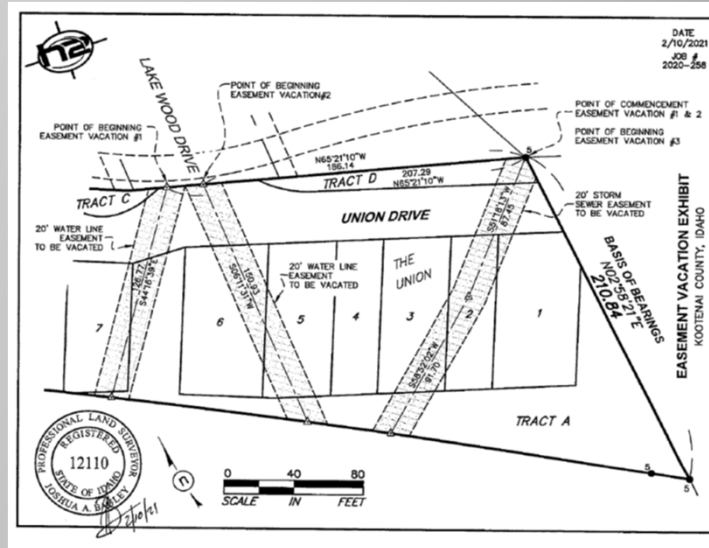
## *The Union Easement Abandonment*







## *The Union Easement Abandonment*



## *The Union Easement Abandonment*

**DECISION POINT/RECOMMENDATION:**

Staff recommends the approval of the abandonment of Water and Stormwater easements on property owned by Active West, LLC.