

GREENFERRY WATER DISTRICT
MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS
September 10, 2020 4:00 PM, District Office, Coeur d'Alene, Idaho
And Via Zoom

CALL TO ORDER AND ROLL CALL

Chairman Stephen Tanner opened the meeting at 4:00 PM via Zoom. A roll call confirmed that Ron Utz, Rex Grace, Bob Stiger and Carol Rassier, Vice Chairperson (via Zoom) were also present. Staff included John Austin, Manager and Bob and Ian Kuchenski, Water Operators, Roger Glessner, Engineer and Caitlin Kling, Legal Counsel (all via Zoom)

OLD BUSINESS

The Board then reviewed an amended conditional will serve letter (attached) to the Bayshore Estates consultant, requiring a nutrient pathogen evaluation prior to submittal of a final will serve letter. It also includes a six-month expiration date. After discussion, the amended conditional will serve letter was unanimously approved, following a motion by Mr. Grace and second by Ms. Rassier.

Next, the Board considered changes to the attached access utility easement agreement on the Snowshoe/Tanglewood Reservoir site (Dan Chance property), which was unanimously approved following a motion by Ms. Rassier and second by Mr. Grace.

ADJOURN

With no further business to come before the Board, the meeting was adjourned at 5:15 PM following a motion by Mr. Utz and second by Ms. Rassier.

Respectfully Submitted,

Stephen Tanner, Chairman

John Austin, Manager

GREENFERRY WATER AND SEWER DISTRICT
Office Located at 9191 W. Michael, Coeur d'Alene, ID 83814
Post Office Box 2788, Hayden, ID 83835

September 10, 2020

Mr. Rand Wichman
2992 E. Gotham Bay Road
Harrison, ID 83833

RE: Amended Preliminary Will Serve Letter Request for Goetz Property

Dear Rand:

The Board of Directors of the Greenferry Water and Sewer District have approved your request for a preliminary will serve letter, as amended on September 10, 2020, for the development on the Goetz Property. As the District is at capacity at this time, and to ensure the water quality of the District is protected, the request is conditioned upon the following terms:

1. The Developer shall enter into a Construction Improvement Agreement (CIA) with the District, prior to beginning construction of water lines in the development. The CIA shall contain all provisions and policies of the District pertinent to this project.
2. The Developer shall provide a 10" water line through the development, from the District's water plant on Michael Way to Riverview Drive, for a dedicated line to the reservoirs. The installation of the line would allow for the expansion of the District's capacity to provide sufficient water for the development, and thus must be completed before or in conjunction with all initial construction.
3. The Developer shall provide an 8" line to loop from the 10" line to Driftwood Drive on the northwest part of the plat.
4. The Developer shall prepay the Capitalization Fees (at the fee then in effect) for the 28 hookups projected in the first phase of the development, at the time of the issue of the final plat of that phase by the county.
5. The Developer shall prepay the Capitalization Fees (at the fee then in effect) for the 29 hookups projected in the second phase of the development, upon approval of the final plat of that phase by the county.
6. The Developer shall identify and convey to the District a parcel of land, with easements and access, for a booster station, on or near Highland Drive. The Developer shall provide the distribution lines from the booster station to the Highland Reservoir to assist in the recharge of its Highland Reservoir.
7. The Developer shall identify and convey to the District a parcel of land, with easements and access, for a well. The parcel of land identified shall be tested by the District to ensure the quality and quantity of the water is suitable for the District. If the parcel identified is not acceptable, the Developer shall identify and convey a parcel of land that is suitable. The selected parcel of land shall meet all Department of Environmental Quality standards.

8. To help ensure the protection of the water quality in the District's two wells and future wells, the Developer will have a Nutrient-Pathogen Evaluation completed and approved by the Idaho Department of Environmental Quality (IDEQ). The District must approve in writing the qualifications of the consultant that will be completing the evaluation.

This conditional will serve letter will expire no later than six months from the date of this correspondence, or March 10, 2021.

In fulfillment of the conditions herein, the District agrees to issue a final will serve letter for the project.

If you have any questions or comments, please let me know.

Sincerely,

John F. Austin
District Manager
(208) 651-2192
john@pacni.org

**Recording Requested By and
When Recorded Return to:**

Greenferry Water and Sewer District
Attn: John Austin, District Manager
P.O. Box 2788
Hayden, ID 83835

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the record owner of the property with legal authority to grant this easement, Daniel A. Chance, whose address is 10455 W. Snowshoe Road, Post Falls, Idaho 83854 ("Grantor"), hereby grants unto the Greenferry Water and Sewer District, a political subdivision of the State of Idaho, whose physical address is 9191 W. Michael Way, Post Falls, Idaho 83854 ("Grantee"), its successors and assigns, a perpetual, exclusive twenty-five (25) foot wide utility easement ("Easement") to construct, operate and maintain public underground utility lines and appurtenant underground facilities, and an access road to the Greenferry Water and Sewer District's water reservoirs, across, through and under the land of Grantor ("Premises"), located in the State of Idaho, County of Kootenai, as more particularly described on **Exhibit "A"** attached hereto and made a part hereof, and as generally depicted on **Exhibit "B"** attached hereto and made a part hereof.

Together with the right to construct, operate, repair, replace, maintain and/or remove said lines, road and/or facilities from said Premises; and to add to or alter said lines, road and/or facilities at any reasonable time, with access to said Premises and egress therefrom to permit the same. Upon completion of any construction, repair, replacement, removal, alteration and/or maintenance of said lines, road and/or facilities, Grantee or assigns shall have the obligation to restore the attributes of the Premises disturbed by any such construction, repair, replacement, removal, alteration and/or maintenance to as near the pre-disturbance condition, or a Grantor-approved changed condition of the Premises, as the physical characteristics of the installed utility may permit. Maintenance of the surface appearance of the Premises subject to this Easement after any disturbance and restoration caused and/or performed by Grantee shall remain the responsibility of Grantor.

Grantor grants this Easement for the benefit of Grantee, its successors and assigns forever.

This Easement shall run with the land, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns.

[Signature Page Follows]

DATED this _____ day of _____, 2020.

Grantor:

Daniel A. Chance

STATE OF _____)
) ss.
County of Kootenai)

On this ____ day of _____, 2020, before me, a Notary Public in and for said state, personally appeared Daniel A. Chance, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Public for the State of _____
Residing at _____
My commission expires _____

Acceptance of Grant of Easement:

GREENFERRY WATER AND SEWER DISTRICT

By: _____
Stephen Tanner, Chairman

ATTEST:

John Austin, District Manager