



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 09.08.2026

Agenda Item: Authorize Right-of-Way purchase from Maddison Properties, LLC for the Hayden Avenue and Atlas Road Roundabout Project for \$44,500.

Agenda Item Location

Consent

Background and Recommended Action or Motion

The City of Hayden plans to construct a roundabout at the intersection of West Hayden Avenue and North Atlas Road. The project requires the acquisition of right-of-way from adjacent parcels to accommodate the expanded roadway. The Project requires 0.095 acres of additional right-of-way from Kootenai County parcel H405021203AB, located at 3320 W. Hayden Avenue, Hayden, Idaho. The property owner has agreed to the just compensation amount of \$44,500 offered by the City.

Motion: Move to authorize the purchase of right-of-way from Maddison Properties, LLC, owner of the real property located at 3320 West Hayden Avenue for the sum of \$44,500 and authorize the Mayor to sign the right-of-way agreement, warranty deed, and associated acquisition documents.

Functional Impact of Authorizing

The acquisition of this parcel completes a necessary component of the right of way acquisition for the Hayden Avenue and Atlas Road Roundabout Project.

Functional Impact of Not Authorizing.

If the purchase of this right-of-way is not approved, the acquisition will not be completed, delaying the construction of the projects and likely increasing future cost to the City.

Fiscal Impact

This expenditure is budgeted in GL 130-899-59840-8007 – Hayden/Atlas Intersection Project Land Acquisition

Attachments

Right of Way Agreement & Warranty Deed – 3320 W. Hayden Avenue

RIGHT OF WAY AGREEMENT

Project: Hayden Avenue & Atlas Road Roundabout Improvement Project

Parcel No: H405021203AB

Property Address: 3320 W. Hayden Avenue, Hayden, ID 83835

This RIGHT OF WAY AGREEMENT ("AGREEMENT"), made this ____ day of _____, 20____ between, Maddison Properties, LLC, herein ("GRANTOR"), and the CITY of Hayden, Kootenai County, a Political Subdivision of the State of Idaho, 8930 N. Government Way, Hayden, Idaho 83835, herein ("CITY").

The CITY is undertaking a public project known as the Hayden Avenue & Atlas Road Roundabout Improvement Project, herein ("PROJECT") impacting property belonging to GRANTOR known as parcel H405021203AB and located at 3320 W. Hayden Avenue in Hayden, Idaho, herein ("PROPERTY").

The CITY has determined that the acquisition of property described in Exhibit A and depicted in Exhibit B is necessary for public use.

GRANTOR represents that GRANTOR holds title or authority to convey the property interests described herein.

In consideration of the just compensation described herein, GRANTOR conveys the PROPERTY to the CITY by Warranty Deed for right-of-way for the area defined by Exhibit A and depicted in Exhibit B.

NOW THEREFORE, the parties hereto agree as follows:

1. The CITY shall pay GRANTOR and the lienholder(s), if any, the sum of **\$44,500** as just compensation for the PROPERTY. GRANTOR shall notify lienholder(s), if any, of this AGREEMENT and it is the GRANTOR's responsibility to obtain a release of relinquished parcel from his or her lienholder prior to closing on the purchase. GRANTOR agrees to pay all taxes and assessments due and owing, including a pro-rata share of the taxes owing for the year in which the transaction closes. Payment to GRANTOR pursuant to this AGREEMENT is contingent upon GRANTOR demonstrating clear title to the Property through use of documents acceptable to the CITY and Flying S Title Company, the title company being used by the CITY for the Project ("TITLE COMPANY").
2. GRANTOR shall execute and deliver to the CITY a notarized instrument of conveyance corresponding to the interest being acquired. Closing of this transaction shall occur when all required documents, as well as compensation noted herein, have been submitted to Title Company, lienholder(s), if any, have been satisfied, and Title Company is in a position to provide the required title insurance to the CITY ("CLOSING").
3. The parties have set forth the whole of their agreement herein, the performance of which constitutes the entire consideration for the grant of said right of way and shall relieve the CITY of all future claims by the GRANTOR or obligations of the CITY related to this AGREEMENT or the construction, location, and grade of the public infrastructure.

4. GRANTOR represents that to the best of its knowledge no hazardous materials have been stored or spilled on the subject property during its ownership or during previous ownerships at least in so far as GRANTOR has observed or has been informed. In the alternative, if the GRANTOR has knowledge of storage or spill of hazardous materials on the subject property, that information is set out below. This sale is conditional upon full disclosure of any such information.
5. **LEGAL and PHYSICAL POSSESSION:** GRANTOR agrees to give the CITY legal and physical possession of the PROPERTY herein being purchased by the CITY upon CLOSING and remove all private property from the PROPERTY.
6. As of the CLOSING date of this transaction, the land area described and defined herein is under the ownership of the CITY. GRANTOR, its agents or assigns, is required to keep such area free of any personal property, and any garbage, refuse, or other debris. Notice is hereby provided that construction activities, including utility relocation activities, may occur at any time after ownership of the property has transferred to CITY.
7. CITY and GRANTOR acknowledge that relocation activities will occur on the PROPERTY from and after Closing and the CITY will coordinate any such construction activities described herein with the ongoing relocation activities until completed.
8. In consideration of the interest being conveyed, the CITY shall pay the GRANTOR for Right of Way as follows:

Type	Size (Sq. Ft)	Size (Acres)	Amount
Right-of-Way	4,139	.095	\$44,500
Improvements			0
Total Compensation			
			\$44,500

10. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. Venue for any dispute or proceeding to enforce this Agreement shall be brought in the County of Kootenai, State of Idaho.
11. **MODIFICATION:** No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated, and signed by all parties.
12. **BINDING EFFECT:** This Agreement shall inure to the benefit of and shall be binding upon not only the parties hereto, but also upon their respective heirs, successors, representatives and assigns. The terms of this Agreement, to the extent they are in addition to, and not in conflict with, the terms of the Deed, shall survive Closing.
13. **EXECUTION OF DOCUMENTS:** The parties hereby agree to execute, and record where appropriate, any and all documents necessary to effectuate this transaction.
14. **ENTIRE AGREEMENT:** This instrument constitutes the entire agreement between the Parties and inures to the benefit of their respective heirs, descendants, successors, assigns and legal representatives. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, not herein contained. Each party hereby acknowledges that in executing this Agreement he/she has not been induced, persuaded or motivated by any promise or representation made by the other party, unless expressly set forth herein. All previous negotiations,

statements and preliminary instruments by the parties or their representatives are merged in this instrument.

15. **LEGAL REVIEW:** In entering into this Agreement, each party represents and warrants that it has relied upon the legal advice of its attorneys, who are its attorneys of choice, and that the terms, conditions and effects of this Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.
16. **INCORPORATION OF RECITALS:** The Recitals set forth above are incorporated in this Agreement as if set forth fully herein.
17. **EFFECTIVENESS:** This Agreement shall become effective upon the date that it is made and entered into by the parties.
18. **BREACH OF AGREEMENT:** Each party agrees that, in the event of any breach by them of the terms, provisions, and obligations of this Agreement, that party shall pay as damages to the other party or parties, the amount of the damages, expenses, attorney fees and costs associated with remedying any such breach of the Agreement.
19. **SIGNATURE:** The undersigned have read and understand this Settlement Agreement. Signatures to this Agreement may be obtained in counterpart, each of which shall be considered as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY:

GRANTOR:

On _____, 20____

By: 
Andrew J. Ullrich, Sole Owner

By: _____
Alan Davis, Mayor

ATTEST:

Abbi Sanchez, CITY Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2nd day of September, 2026, before me,
Amber Smitham, a Notary Public in and for said State, personally appeared
Andrew Willich, known or identified to me to be the individual who executed the 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.



Amber Smitham
Notary Public for the State of Idaho
Residing at Hayden, ID
My commission expires April 18, 2028

WARRANTY DEED

FOR VALUE RECEIVED, **Maddison Properties, LLC**, hereinafter called "GRANTOR", hereby grants, sells, and conveys unto the **City of Hayden, Kootenai County, a Political Subdivision of the State of Idaho**, 8930 N. Government Way, Hayden, Idaho 83835, hereinafter called "CITY" the premises described in EXHIBIT A and depicted in EXHIBIT B.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the CITY, that he/she/they is/are the Owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject to those made, suffered, or done by the CITY; current taxes, levies, assessments, easements, reservations and right of way of view and covenants, conditions, restrictions, easements, reservations, dedications, right of way, and agreements of record and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

DATED. _____, 2026

CITY:

Acceptance by the City of Hayden

On _____, 2026

By: _____
Alan Davis, Mayor

GRANTOR:

By:  _____
Andrew J. Ullrich, Sole Owner

ATTEST:

Abbi Sanchez, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2nd day of September, 2026, before me,
Amber Smitham, a Notary Public in and for said State, personally appeared
Andrew Ullrich, known or identified to me to be the individual who executed the 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 Idaho
Residing at Hayden, ID
My commission expires April 18, 2028

Legal Description- Maddison Properties LLC

That portion of the northeast quarter of Section 21, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

Commencing at a 3 1/2 inch aluminum cap marking the northeast corner of said Section 21 as shown on Corner Perpetuation and Filing recorded as Instrument Number 2466168000, records of Kootenai County, said monument bears S 88°29'28" E a distance of 2634.60 feet from a 2 1/2 inch brass cap marking the North quarter corner of said Section 21 as shown on Corner Perpetuation and Filing recorded as Instrument Number 2890180000, records of Kootenai County.

Thence along the North line of said northeast quarter, N 88° 29' 28" W a distance of 328.88 feet;

Thence perpendicular to the South right of way of Hayden Avenue, S 01° 30' 32" W a distance of 30.00 feet to the East line of the West half of Tract 203 of Amended Hayden Lake Irrigated Tracts, recorded in Book C of Plats, Pages 66 and 67, records of Kootenai County, said point also being the **TRUE POINT OF BEGINNING;**

Thence along said East line, S 00° 49' 56" W a distance of 27.00 feet;

Thence parallel with said North line, N 88° 29' 28" W a distance of 153.30 feet to the East line of the West 176 feet of said Tract 203;

Thence along said West line, N 00° 47' 40" E a distance of 27.00 feet to the South right of way of said Hayden Avenue;

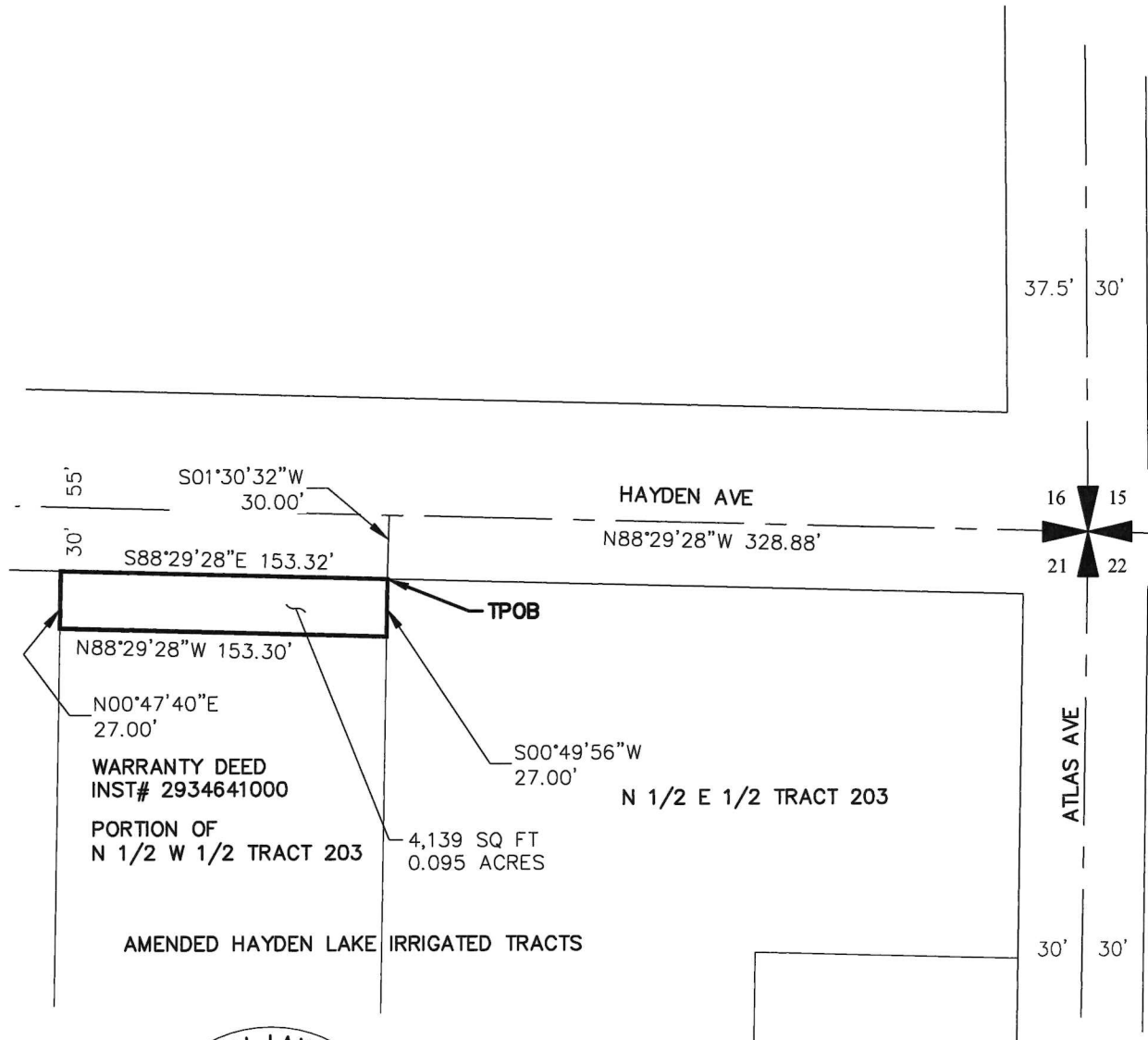
Thence along said South right of way, S 88° 29' 28" E a distance of 153.32 feet to the **TRUE POINT OF BEGINNING.**

Contains 4,139 square feet or 0.095 acres more or less.



Digitally signed by
Michael L
Hathaway
Date: 2023.12.19
10:12:43-08'00'

EXHIBIT B
 RIGHT OF WAY — MADDISON PROPERTIES LLC
 LOCATED IN THE NORTHEAST QUARTER OF
 SECTION 21, TOWNSHIP 51 NORTH, RANGE 4 WEST,
 CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO



Digitally signed
 by Michael L
 Hathaway
 Date:
 2023.12.19
 10:05:13-08'00'

SCALE: 1"=80'

WELCH-COMER
 ENGINEERS | SURVEYORS

www.welchcomer.com 208-664-9382
 330 E. Lakeside Ave, Suite 101 (toll free) 877-815-5672
 Coeur d'Alene, ID 83814 (fax) 208-664-5946

EXHIBIT B - RIGHT OF WAY
 MADDISON PROPERTIES LLC
 PROPOSED RIGHT OF WAY
 H405021203AB

PROJECT NO.: 41014.020
 DESIGNED BY: MLH
 DRAWN BY: RVR
 DWG: 41014.020EX01.DWG
 DATE: 12/6/2023
 SHEET NO: **1 OF 1**