



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 09.22.2026

Agenda Item: Authorize Amendment 1 to the Right of Way Contract with the property owner of 8675 North Ramsey Road to release the City from the obligation to remove a tree and stump.

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Authorize Amendment 1 to the Right of Way Contract with Tina Tipke, owner of property at 8675 North Ramsey Road to release the City from the obligation to remove a tree and stump.

Summary

The Right of Way Contract that was negotiated with the property owners of 8675 North Ramsey Road as part of the right of way acquisition process for the Ramsey Road and Honeysuckle Avenue Roundabout Project included a requirement that the City remove a large maple tree from the frontage of the property at the City's expense. The property owner requested that the City preserve the tree. Amendment 1 of the Right of Way Contract removes this obligation from the City and prevents any future claims to the contrary by current or future property owners.

Fiscal Impact

None.

Budget Funding Source

N/A

Attachments

Tipke Right of Way Contract Amendment 1 and Exhibit A

RIGHT OF WAY CONTRACT – AMENDMENT 1

Project: Honeysuckle Avenue & Ramsey Road Roundabout Improvement

Parcel No: H-0000-022-7320

Site Address: 8675 N. Ramsey Road, Hayden

This RIGHT OF WAY CONTRACT AMENDMENT (“AMENDMENT”), made this ____ day of September, 2026 between Tina Tipke, herein called “GRANTOR,” and the City of Hayden, Kootenai County, a Political Subdivision of the State of Idaho, 8930 N. Government Way, Hayden, Idaho 83835, herein called “GRANTEE.”

Whereas, GRANTOR and GRANTEE have entered into a RIGHT OF WAY CONTRACT (“AGREEMENT”), made the 23rd day of July, 2019.

Whereas, GRANTOR delivered to the GRANTEE a Warranty Deed for highway purposes.

Whereas, the Project is being constructed in the Summer of 2026, and the GRANTOR’s wishes have changed from the time AGREEMENT was executed, and the time of construction of the Project.

NOW THEREFORE, the parties hereto agree as follows:

1. The GRANTOR assigns the tree in the GRANTOR’s front yard shall remain, and removes the GRANTEE’s ownership of and obligation to remove the tree and stump. This is the only modification to the Agreement executed in 2019. The location of the tree is shown in Exhibit A.
2. The AGREEMENT shall extend to successors and assigns. No further amendments or modifications to the AGREEMENT shall have been made.

The Parties have had sufficient opportunity to consult with legal counsel of their own choice. The Parties agree that this Amendment shall be recorded at Kootenai County, Idaho.

The AMENDMENT shall apply to all parcel successors and assignees.

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

GRANTEE:

Acceptance by the City of Hayden

On _____, 2026

By: _____
Alan Davis, Mayor

GRANTOR:

By: Tina M Tipke
Tina Tipke

ATTEST:

Abbi Sanchez, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 10th day of September, 2026, before me,
Amber Smitham, a Notary Public in and for said State, personally appeared
Tina Tipke known or identified to me to be the individuals 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

Exhibit A

Right of Way Contract -- Amendment 1 -
8675 N. Ramsey Road

