



Memo

To: Mayor and Hayden City Council

From: Lisa Ailport, City Administrator

Date: March 16, 2026

Agenda Item: Consider Purchase and Sale Agreement with 3M Alliance Family Trust and LUCRE Holdings to purchase 1.99-and 0.234-acre parcels located off Miles Avenue in Hayden.

Agenda Item Location

New Business

Background and Recommended Action or Motion

Draft Motion: I motion to authorize the Mayor to sign the purchase and sale agreement with 3M Alliance Family Trust and LUCRE Holdings to purchase 1.99-and 0.234-acre parcels located off Miles Avenue in Hayden.

The attached purchase and sale agreement represents an offer placed by city staff to the landowners regarding property that is currently off-market. The city's existing master park plan identifies this area of the city as lacking parks. If the city can complete this sale, it can accomplish a portion of the Park's master plan by purchasing and eventually developing this land into a community park.

Functional Impact of Authorizing or Not Authorizing

Completing this purchase and sale agreement allows the city staff to start reviewing the title for these properties and can also do site visits of the land while under the due diligence section of the agreement. Not authorizing this PSA means the city is no longer interested in the land for the benefit of a city park.

Fiscal Impact

The cost of this property sale will come from park impact fees, which has a fund balance as of February 28, 2026, of \$2,385,508.

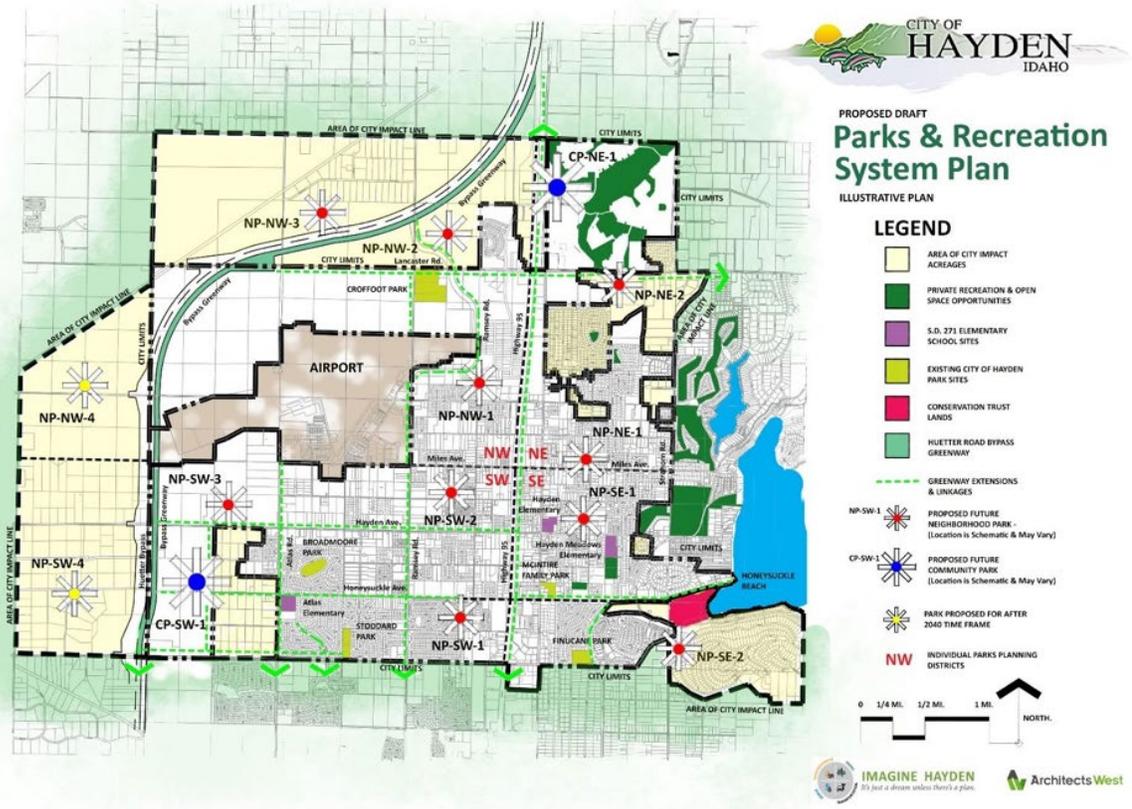
Budget Funding Source / Transfer Request

121-113-59324- Miles and Maple Park Development

Attachment

Signed Professional services agreement by Matrix Consulting Group

Parks Systems Plan Diagram (page 60 of Master Park Plan) Shows Neighborhood Park plan suggestions in the Northeast Quadrant 1, of the city



**PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY KNOWN AS
ASSESSOR PARCEL H045013035AF, A 1.99-ACRE PARCEL AND ASSESSOR
PARCEL H045013035AH, A 0.234 ACRE PARCEL OF LAND**

This **AGREEMENT** is made and entered into this ____ day of _____, 2026 (“Effective Date”), by and between 3M ALLIANCE FAMILY TRUST and LUCRE HOLDINGS, whose address is PO BOX 338, Hayden Idaho 83835, herein after referred to as the (“Seller”) and the CITY OF HAYDEN, an Idaho Municipal Corporation, whose address is 8930 N. Government Way, Hayden, ID 83835 (“Buyer”).

1. **AGREEMENT OF SALE.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the fee simple land as described in herein, subject to the terms and conditions set forth in this Agreement.

Parcel 1: Commonly known as Assessor Parcel number H045013035AH, described as AVONDALE, W2-W2-TR 35 EX TX#6776 & EX W 75 FT 1351N04W and approximately 0.234 acres in size.

Parcel 2: Commonly known as Assessor Parcel number H045013035AF, described as AVONDALE, TAX#6776 IN TR 35 1351N04W and approximately 1.99 acres in size.

Together with all development rights located thereon, and subject to all easements, rights, encumbrances and appurtenances thereto.

The legal descriptions for each property are attached hereto as “Exhibit A” respectively.

2. **PURCHASE PRICE AND TERMS OF PAYMENT.** The total purchase price to be paid by Buyer to Seller in exchange for the Real Property as described in section 1 of this offer shall be SIX HUNDRED THOUSAND (\$600,000), payable in full to Seller within ninety (90) days from the effective date herein, subject to the following terms and conditions.

3. **TITLE**

- a. **Title Commitment.** Seller can provide a title commitment of the property via their own vendor. The title commitment, at a minimum, shall set forth the status of title to the fee simple land, showing all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, and any other matters affecting the land in question as provided for in Section 1 of this agreement.
- b. **Title Review.** Buyer shall have fifteen (15) days from the effective date of receipt of the title commitment to review and object to any matters shown in said Title Commitment. Such objections, along with a requested accompanying remedy, shall be submitted in writing to the Seller for review and subsequent cure, by Seller, under this agreement. Seller shall have thirty (30) days, from the date such objection is made, to cure said objection or to enter into a separate agreement with Buyer on an agreed timeline to cure said objection. In the event Seller fails to cure

Buyers objection within the specified timelines, Buyer shall have the authority to terminate this Agreement.

4. **DUE DILIGENCE**

- a. **Due Diligence Period.** Buyer shall have a period of thirty (30) days after the Effective Date (the "Due Diligence Period") to conduct such inspections, tests, and investigations of the subject real property as Buyer deems necessary or desirable.
- b. **Access.** Seller grants to Buyer and its agents, employees, and contractors the right to enter upon the Property during the Due Diligence Period for the purpose of conducting such inspections, tests, and investigations. Buyer shall provide Seller with reasonable advance notice prior to any entry onto the Property.
- c. **Insurance.** Buyer shall maintain, and shall require its contractors to maintain, commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. **Restoration.** Buyer shall repair any damage to the Property caused by Buyer's inspections, tests, or investigations and shall restore the Property to substantially the same condition as existed prior to such inspections, tests, or investigations.
- e. **Termination.** If Buyer determines, in its sole discretion, that the subject real property is not suitable for Buyer's intended use, Buyer may terminate this Agreement by delivering written notice to Seller prior to the expiration of the Due Diligence Period, in which case any Deposit provided shall be returned to Buyer and neither party shall have any further obligations hereunder except for those obligations that expressly survive termination.

5. **CLOSING**

- a. **Closing Date.** The closing of the purchase and sale of the subject real property (the "Closing") shall take place on or before the date that is sixty (60) days after the expiration of the Due Diligence Period (the "Closing Date"), unless otherwise agreed to in writing by the parties.
- b. **Seller's Deliveries.** At Closing, Seller shall deliver to Buyer the following: (a) A duly executed warranty deed conveying the subject real property to Buyer, free and clear of all liens and encumbrances except for any Permitted Exceptions; (b) A duly executed closing statement; and (c) Such other documents and instruments as may be reasonably necessary to effectuate the transactions contemplated by this Agreement.
- c. **Buyer's Deliveries.** At Closing, Buyer shall deliver to Seller the following: (a) The Purchase Price, less any Deposit and subject to the prorations and adjustments set forth herein; (b) A duly executed closing statement; and (c) Such

other documents and instruments as may be reasonably necessary to effectuate the transactions contemplated by this Agreement.

- d. **Closing Costs.** Closing costs shall be allocated as follows: (a) Seller shall pay: (i) the cost of preparing the deed; (ii) the cost of releasing any liens or encumbrances that are not Permitted Exceptions; and (iii) Seller's attorneys' fees. (b) Buyer shall pay: (i) the cost of the Title Commitment and owner's policy of title insurance; (ii) the cost of recording the deed; (iv) documentary stamps, or similar charges; and (v) Buyer's attorneys' fees. (c) All other closing costs shall be allocated in accordance with local customs.
- e. **Prorations.** Real estate taxes, assessments, and other items customarily prorated shall be prorated as of the Closing Date.

6. **NOTICES.** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when: (a) personally delivered; (b) sent by certified mail, return receipt requested; (c) sent by a nationally recognized overnight courier service; or (d) sent by electronic mail with confirmation of receipt, addressed as follows:

If to Seller: 3M ALLIANCE FAMILY TRUST & LUCRE HOLDINGS,
PO BOX 338,
Hayden Idaho 83835

If to Buyer: Mayor, City of Hayden
8930 N. Government Way
Hayden, ID 83835

7. **LEGAL REPRESENTATION.** The Parties acknowledge that Fonda L. Jovick of Lake City Law Group PLLC, represents the Buyer and can only represent the Buyer in this transaction. Fonda L. Jovick has not represented the Seller or been employed by Seller at any time during the course of this transaction. Seller is encouraged to seek their own individual legal counsel in this transaction.

8. **ATTORNEY FEES.** Buyer and Seller shall be responsible for payment of their own Attorney's fees with respect to this transaction. In the event that either of the parties hereto shall seek the services of an attorney, or institute any action or proceeding against the other party, relating to the enforcement of this Agreement, the prevailing party in such dispute, action or proceeding shall be entitled to reimbursement for their costs and expenses, including reasonable attorney fees, incurred in connection therewith.

9. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

10. **VENUE.** Venue for any dispute or proceeding to enforce this Agreement shall be brought in the County of Kootenai, State of Idaho.

11. **SEVERANCE**. In the event any provision of this Agreement, or any part thereof, shall be determined by any court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

12. **MODIFICATION**. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated, and signed by all parties.

13. **WAIVER**. No waiver of any breach, term or condition of this Agreement by any party shall constitute a subsequent waiver of the same or any other breach, term or condition.

14. **PUBLIC RECORDS**. This Agreement may be recorded in the public records at Buyer's option.

15. **EXECUTION OF DOCUMENTS**. The parties hereby agree to execute, and record where appropriate, any and all documents necessary to effectuate this transaction.

16. **SIGNATURES**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of a facsimile or electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature.

17. **ASSIGNMENT**. Neither party may assign this Agreement without the prior written consent of the other party.

18. **COUNTERPARTS**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. **TIME OF ESSENCE**. Time is of the essence with respect to all provisions of this Agreement.

20. **SURVIVAL**. The provisions of this Agreement that by their nature should survive the Closing or termination of this Agreement shall survive the Closing or termination of this Agreement.

21. **ENTIRE AGREEMENT**. This instrument, including any Exhibits attached hereto, constitutes the entire agreement between the Parties. 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 they have 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.

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

BUYER:
CITY OF HAYDEN

SELLER:
3M ALLIANCE FAMILY TRUST

By: Alan Davis
Its: Mayor

By: Lani K Scott McMahon

Attest:

SELLER:
LUCRE HOLDINGS

By: Abbi Sanchez
Its: City Clerk

By: Lani K Scott McMahon

EXHIBIT A

LEGAL DESCRIPTIONS

Parcel 1: The West half of the West half of Tract 35 AVONDALE, Kootenai County, State of Idaho, according to the plat recorded in book B of Plats, Page 132.

Excepting THEREFROM that portion described as follows:

BEGINNING at the Northwest corner of Tract 35, thence, East along the North line of Tract 35, a distance of 164.21 feet to the Northeast corner of said West half of the West Half; thence South along the East line of said West half of the West half, 528.73 feet; thence West parallel with the North line of Miles Avenue 115.7 feet distance therefrom, 163.98 feet to a point on the west line of Tract 35; thence, North along the West line of Tract 35, a distance of 528.6 feet to the POINT OF BEGINNING.

AND ALSO EXCEPT the West 75 feet thereof.

Parcel is approximately 0.234 acres in size

Parcel 2: The West half of the West half of Tract 35 AVONDALE, Kootenai County, State of Idaho, according to the plat recorded in book B of Plats, Page 132.

BEGINNING at the Northwest corner of Tract 35, thence, East along the North line of Tract 35, a distance of 164.21 feet to the Northeast corner of said West half of the West Half; thence South along the East line of said West half of the West half, 528.73 feet; thence West parallel with the North line of Miles Avenue 115.7 feet distance therefrom, 163.98 feet to a point on the west line of Tract 35; thence, North along the West line of Tract 35, a distance of 528.6 feet to the POINT OF BEGINNING.

Parcel is approximately 1.99 acres in size.