



# Memo

**To:** Mayor and Hayden City Council

**From:** Dulci Kau, P.E., City Engineer

**Date:** 04.28.2026

**Agenda Item:** Approval of Right-of-Way purchase from Richard and Trisha Agueros

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## **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 parcels adjacent to the intersection. The Project requires 0.208 acres of additional right-of-way and 0.0724 acres of construction easements from the northeast corner of the intersection. The property owners have agreed to the just compensation amount provided in the appraisal.

**Motion:** I move to authorize the purchase of right-of-way and easement from Richard and Trisha Agueros, owners of the real property located at 3125 West Hayden Avenue for the sum of \$58,565 and permit the Mayor to sign the right-of-way contract.

## **Functional Impact of Authorizing**

The acquisition of this parcel completes a necessary component of the roundabout project and temporary signal project, allowing staff to continue to facilitate the construction of a controlled intersection.

## **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 the cost to the City.

## **Fiscal Impact**

\$58,565 would be spent out of GL 120-112-59237 – Hayden/Atlas Intersection ROW ACQ.

## **Attachments**

Right of Way Contract – 3125 W. Hayden Avenue

## RIGHT OF WAY AGREEMENT

**Project:** Hayden Avenue & Atlas Road Roundabout Improvement Project

**Parcel No:** H405015175AB

**Property Address:** 3125 W. Hayden Avenue, Hayden, ID 83835

This RIGHT OF WAY AGREEMENT (“AGREEMENT”), made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Richard and Trisha Agueros, husband and wife, 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 H405015175AB and located at 3125 W. Hayden Avenue in Hayden, Idaho, herein (“PROPERTY”).

The CITY has determined that the acquisition of property described in Exhibit A, and the right of way and temporary construction easement 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 and easement needs for the area defined by Exhibit A and the right of way and temporary construction easement defined herein 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 **\$58,565** 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 Kootenai 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. INGRESS and EGRESS: GRANTOR agrees to enter into a temporary construction easement with the CITY for the purpose of ingress and egress for construction of sidewalks, curbs and gutters, drainage facilities, tree removal and yard restoration, utility relocation, approaches, or any other item requiring minor encroachment on the GRANTOR's property extending 10 feet from the edge of the right of way for the entire frontage of the property and 25 feet at the limits of driveway approaches during construction as depicted in Exhibit B. Construction easement begins at CLOSING and terminates upon completion of construction.
6. 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.
7. 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.
8. 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.
9. In consideration of the interest being conveyed, the CITY shall pay the GRANTOR for Right of Way and Easements as follows:

Type	Size (Sq. Ft)	Size (Acres)	Amount
Right-of-Way	9,055	.208	\$56,593.75
Permanent Easement			0
Temporary Easement	3155	.0724	\$1971.25
Improvements:			0
Just Compensation			<b>\$58,565</b>
<b>Total Compensation</b>			<b>\$58,565</b>

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: \_\_\_\_\_

Richard Agueros

By: \_\_\_\_\_  
Alan Davis, Mayor

By: \_\_\_\_\_  
Trisha Agueros

ATTEST:

\_\_\_\_\_  
Abbi Sanchez, CITY Clerk

STATE OF IDAHO                    )  
  ) ss.  
County of Kootenai                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, husband and wife, 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.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Legal Description- Richard Agueros

That portion of the southwest quarter of Section 15, 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 southwest corner of said Section 15 as shown on Corner Perpetuation and Filing recorded as Instrument Number 2466168000, records of Kootenai County, said monument bears N 88°28'40" W a distance of 2630.18 feet from a 2 1/2 inch brass cap marking the South quarter corner of said Section 15 as shown on Corner Perpetuation and Filing recorded as Instrument Number 2417005000, records of Kootenai County.

Thence along the South line of said southwest quarter, S 88° 28' 40" E a distance of 29.06 feet;

Thence perpendicular to the North right of way of Hayden Avenue, N 01° 31' 20" E a distance of 30.00 feet to the right of way intersection of Atlas Avenue and said Hayden Avenue, said point also being the **TRUE POINT OF BEGINNING;**

Thence along the East right of way of said Atlas Avenue, N 00° 18' 13" W a distance of 231.31 feet;

Thence perpendicular to said East right of way, N 89° 41' 47" E a distance of 6.00 feet;

Thence parallel with said East right of way, S 00° 18' 13" E a distance of 50.38 feet;

Thence S 30° 08' 20" E a distance of 22.97 feet;

Thence S 01° 26' 07" W a distance of 109.05 feet to the beginning of a curve to the left, having a radius of 32.00 feet;

Thence southeasterly along said curve, through an arc length 50.25 feet, through a central angle of 89° 58' 22", a chord bearing of S 43° 33' 04" E and a chord distance of 45.24 feet;

Thence S 88° 32' 15" E a distance of 253.62 feet to the East line of West half of Tract 175 of the Amended Plat of Hayden Lake Irrigated Tracts, recorded in Book C of Plats, Pages 66 and 67, records of Kootenai County;

Thence along said East line, S 00° 12' 26" E a distance of 20.74 feet to the North right of way of said Hayden Avenue;

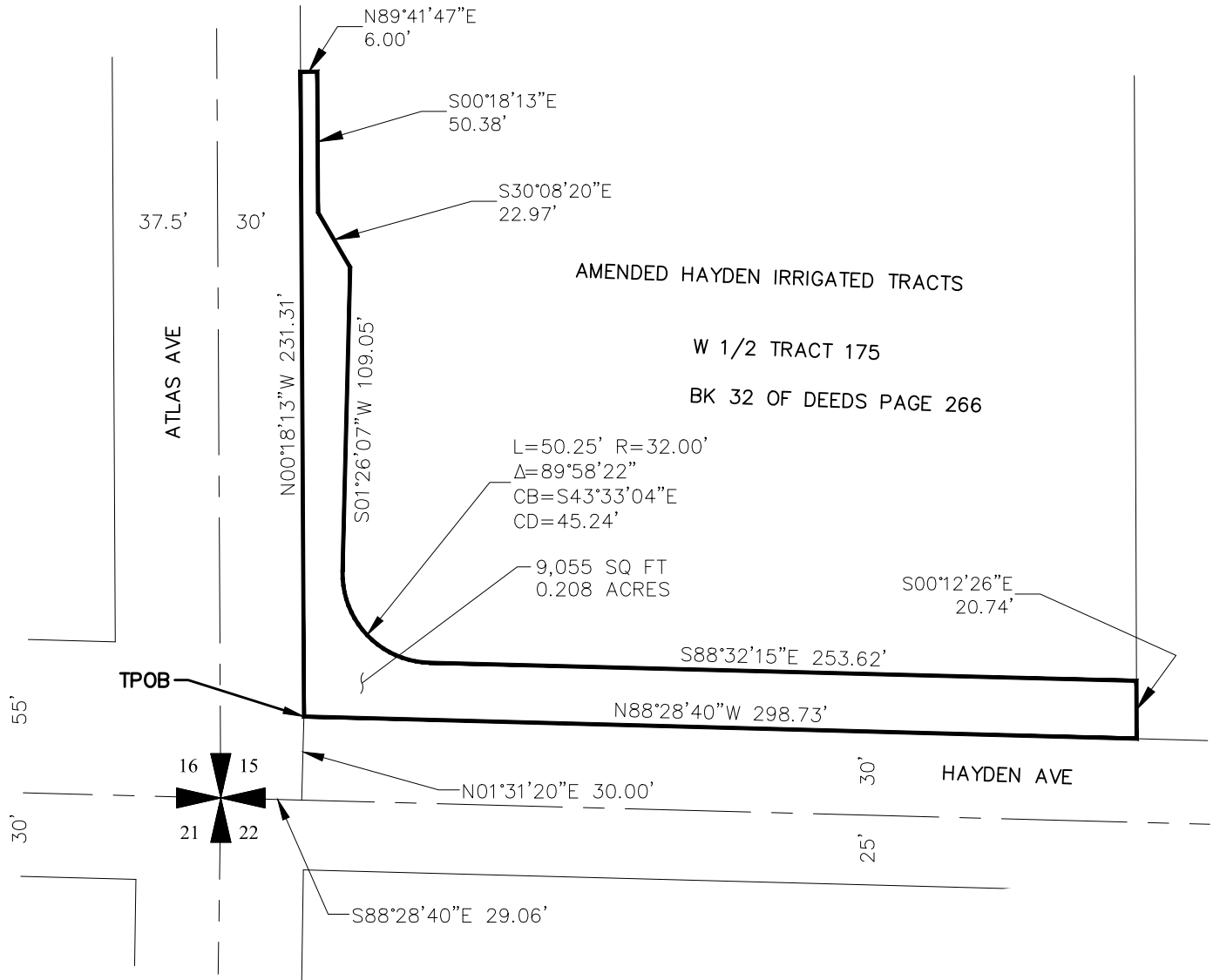
Thence along said North right of way line, N 88° 28' 40" W a distance of 298.73 feet to the **TRUE POINT OF BEGINNING.**

Contains 9,055 Square feet or 0.208 acres more or less.



Digitally signed  
by Michael L  
Hathaway  
Date:  
2023.12.19  
10:11:10-08'00'

EXHIBIT B  
 RIGHT OF WAY – RICHARD AGUEROS  
 LOCATED IN THE SOUTHWEST QUARTER OF  
 SECTION 15, TOWNSHIP 51 NORTH, RANGE 4 WEST,  
 CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO



L=50.25' R=32.00'  
 $\Delta=89^{\circ}58'22''$   
 CB=S43°33'04"E  
 CD=45.24'

9,055 SQ FT  
 0.208 ACRES



Digitally signed  
 by Michael L  
 Hathaway  
 Date: 2023.12.19  
 10:06:15-08'00'



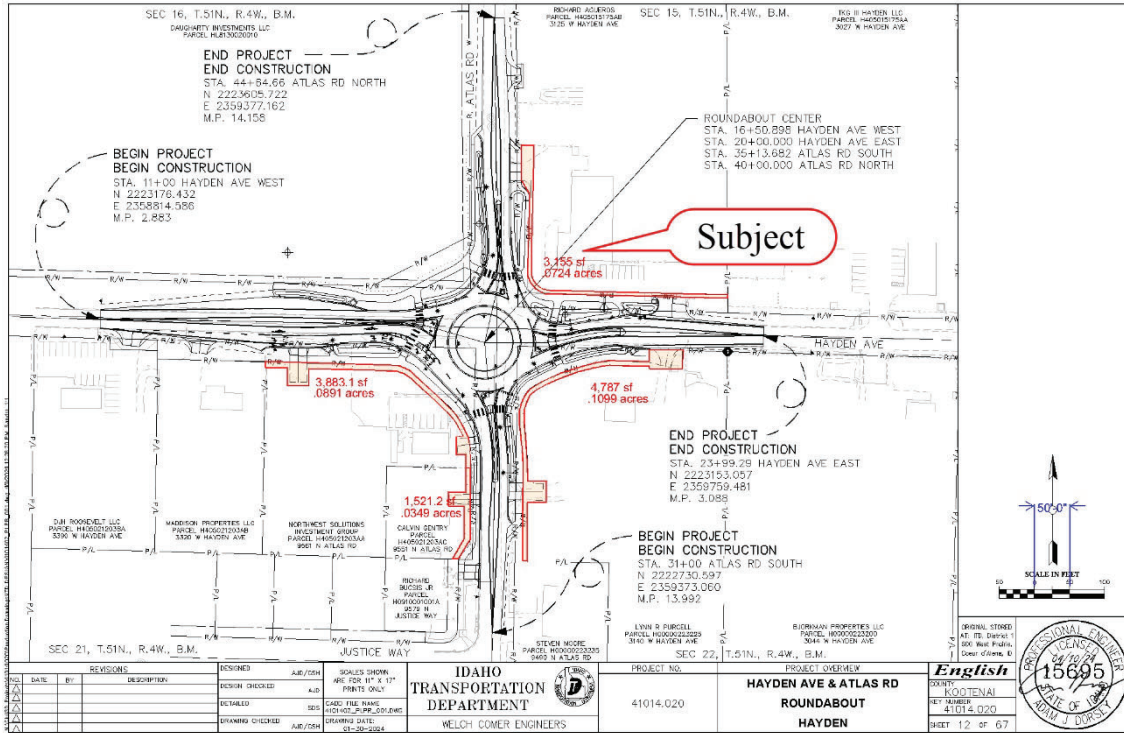
SCALE: 1"=60'



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  
 RICHARD AGUEROS  
 PROPOSED RIGHT OF WAY  
 H405015175AB

PROJECT NO.: 41014.020  
 DESIGNED BY: MLH  
 DRAWN BY: RVR  
 DWG: 41014.020EX01.DWG  
 DATE: 12/6/2023  
 SHEET NO: 1 OF 2



NO.	DATE	BY	REVISIONS

DESIGNED	DESIGN CHECKED	DETAILS	DRAWING CHECKED
JMB/JSM			

**IDAHO**  
**TRANSPORTATION**  
**DEPARTMENT**  
 WELCH COMER ENGINEERS

PROJECT No.  
 41014.020

PROJECT OVERVIEW  
**HAYDEN AVE & ATLAS RD**  
**ROUNDBOUT**  
**HAYDEN**

**English**  
 COUNTY:  
 KOOTENAI  
 DIST. NUMBER:  
 41014.020  
 SHEET 12 OF 67

