



Memo

To: Mayor and Hayden City Council
From: Robert B. Wright, P.E., City Engineer
Date: 4-4-2024

Agenda Item: Approval of Mayken Investments Final Plat and Approval of Construction Escrow and Disbursement Agreement for Performance Surety

Agenda Item Location

Consent

Recommended Action or Motion

Staff recommends approval of Construction Escrow and Disbursement Agreement and approval of Final Plat contingent upon \$225,755.75 in funds being deposited into the subject escrow account and permit the Mayor to sign both documents prior to recordation with the Kootenai County Recorder's Office.

Summary

Mayken Investments (formerly know as Christian Brothers) Minor Subdivision is a 2-lot commercial subdivision located at the northwest corner of Highway 95 and Miles Avenue. The preliminary plat was approved administratively in May of 2023. Conditions of approval of this plat include, but are not limited to, providing additional right-of-way dedication and grant of easement on Miles Avenue, constructing public sidewalk along the frontage of Miles Avenue, reflecting all pertinent easements for access, sewer, water, stormwater, utilities, and avigation. All appropriate dedications and grants of easement have been indicated on the final plat. The Developer is also required to install appropriate water, sewer, and dry utilities to serve each lot. The Developer has submitted construction plans that have addressed the conditions of approval of the preliminary plat and staff has approved said plans.

The Developer has not constructed any of the required improvements, rather, the Developer worked with the City's legal counsel to arrange for an escrow agreement to be put in place to serve as a performance surety for the required improvements as permitted in City Code 12-4-3 A. The Escrow Agreement has been reviewed and approved by the City's legal counsel, but not yet executed by all parties nor funded. Upon completion of the required subdivision improvements staff will come before you to request acceptance of the public infrastructure associated with this subdivision (public sidewalk and storm water facilities adjacent to Miles Avenue).

Attachment

The following attachments are REQUIRED:

- Construction Escrow and Disbursement Agreement
- Mayken Investments Final Plat

Escrow Number: [_____]

CONSTRUCTION ESCROW AND DISBURSEMENT AGREEMENT

THIS AGREEMENT, is made and entered into on April____, 2024 by **CBH PROPERTIES HAYDEN, LLC**, an Idaho limited liability company, ("**CBH**"), and **HC COMPANY, INC.**, an Idaho corporation, ("**Contractor**"), and Alliance Title & Escrow, through its office located in Hayden, Idaho, as Escrow Disbursement Agent, ("**Alliance**"), with approval by the City of Hayden, Idaho and Mayken Investments, LLC, the owner of the Property.

WHEREAS, CBH has contracted to purchase a portion of certain real property in Hayden, Idaho, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Property**"), and to construct thereon certain improvements including a commercial building. To facilitate that transaction, the Property is planned for a two-lot Commercial minor subdivision to be called Christian Brothers Minor Subdivision.

WHEREAS, Pursuant to that certain Memorandum of Understanding recorded on May 3, 2023, as instrument No.2935698000, records of Kootenai County, Idaho, CBH agreed to bear the cost of constructing certain improvements required by the City of Hayden, Idaho more particularly identified on Exhibit B attached hereto and incorporated herein by reference (the "**Improvements**"). The estimated cost of constructing the Improvements is set forth in Exhibit C attached hereto and incorporated herein by reference, and totals \$225,756.00, including a contingency allowance.

WHEREAS, CBH has entered into a Construction Agreement with Contractor, dated March 11th, 2024 for construction of the Improvements.

WHEREAS, CBH and Contractor desire that Alliance act as escrow agent for disbursal of funds to pay Contractor for its construction of the Improvements. For its escrow and disbursement services, CBH will pay Alliance an escrow fee of \$918.00 and a disbursement fee of \$250.00 for each disbursement, and

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, the parties heretodo hereby agree as follows:

1. CBH will deposit with Alliance the total amount of \$225,756.00 ("**CBH's Contributions**") on the following schedule:

- a. \$ 135,453.60 on 6/1/2024
- b. \$45,151.20 on 7/1/2024
- c. \$45,151.20 on 8/1/2024

2. Contractor will submit a written request to Alliance for disbursement of funds for construction of the Improvements, on the following schedule:

[6/1/2024]

[7/1/2024]

[8/1/2024]

For each requested disbursement, Contractor shall provide Alliance and CBH with such documentation as may be reasonably requested supporting disbursement. Upon approval by CBH (which may in CBH's discretion be conditioned upon approval by the City of Hayden, Idaho) confirming that the work encompassed by the disbursement request has been performed, Alliance will disburse to the Contractor, each subcontractor, and supplier, their respective funds as set out in the draw request in exchange for waivers of claims of lien for the work described in the disbursement.

3. Alliance shall be responsible for obtaining lien waivers or other assurances that Alliance and CBH deem necessary from Contractor, or from Contractor and each subcontractor and supplier, at the time of each disbursement to insure the Property remains free of any materialmen's or mechanic's claims related to the Improvements.

4. In the event CBH and/or Contractor requests Alliance to stop one or more disbursements, said request must be written and submitted to Alliance prior to disbursement.

5. This agreement shall commence as of the date of execution listed below. This agreement shall expire on the earlier of the last of the disbursements made by Alliance or [March 20th, 2025]. If no instructions are received by Alliance by the expiration of this agreement all funds held by Alliance shall be returned to CBH.

6. In the event a dispute arises between CBH and Contractor, Alliance, upon notification of said dispute, shall cease disbursement of all funds. Disbursement of funds shall resume upon written instructions provided to Alliance executed by CBH and Contractor.

7. Any obligation for IRS reporting of a 1099-MISC form according to IRS REV. Rul. 93-70, shall be the sole responsibility of Contractor.

8. The functions and duties assumed by Alliance include only those described in this Agreement, and Alliance is not obligated to act except in accordance with the covenants and agreements of this Agreement. There is no assurance under the covenants and agreements of this Agreement that the project will be completed, nor does it assure that the Project when completed will be in accordance with Plans, Specifications and Site Plans in connection therewith, nor that sufficient funds will be available for completion, nor does it make the certifications of the Inspector/Architect its own, nor does it assume any liability for such certifications.

9. This Agreement is not to be construed by CBH or Contractor or any party furnishing labor, materials or any other work or product for the improving of the premises as an agreement on the part of Alliance to assure that any party will be paid for furnishing such material, services and products. Alliance may pay all title and escrow charges as they are determined.

10. Alliance will assume no liability to CBH or Contractor for labor or mechanic's lien claims, except and to the extent that Alliance fails to fulfil its obligations in accordance with this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on this _____ day of _____, 2024.

CBH:

CBH PROPERTIES HAYDEN, LLC



By: Dana R. Mason

Its: Vice President

CONTRACTOR:

HC COMPANY, INC.

By: _____

Its: _____

ESCROW DISBURSEMENT AGENT:

Alliance Title & Escrow

By: _____

Is: _____

Approved by:

The City of Hayden

By: _____

Is: _____

Mayken Investments, LLC

By: _____

Is: _____

IN WITNESS WHEREOF, this Agreement has been executed on this day of _____,
2024.


CBH:

CBH PROPERTIES HAYDEN, LLC

By: Dana R. Mason
Its: Vice President

CONTRACTOR:

HC COMPANY, INC.



By: Matt Smith
Its: Executive Vice President

ESCROW DISBURSEMENT AGENT:

Alliance Title & Escrow

By: _____
Is: _____

Approved by:

The City of Hayden

By: _____
Is: _____

Mayken Investments, LLC

By: _____
Is: _____

EXHIBIT "A"

The Land referred to herein below is situated in the County of Kootenai, State of Idaho, and is described as follows:

THAT PORTION OF TRACT 137, AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGE 67, RECORDS OF KOOTENAI COUNTY, IDAHO, LYING WEST OF HIGHWAY NO. 95;

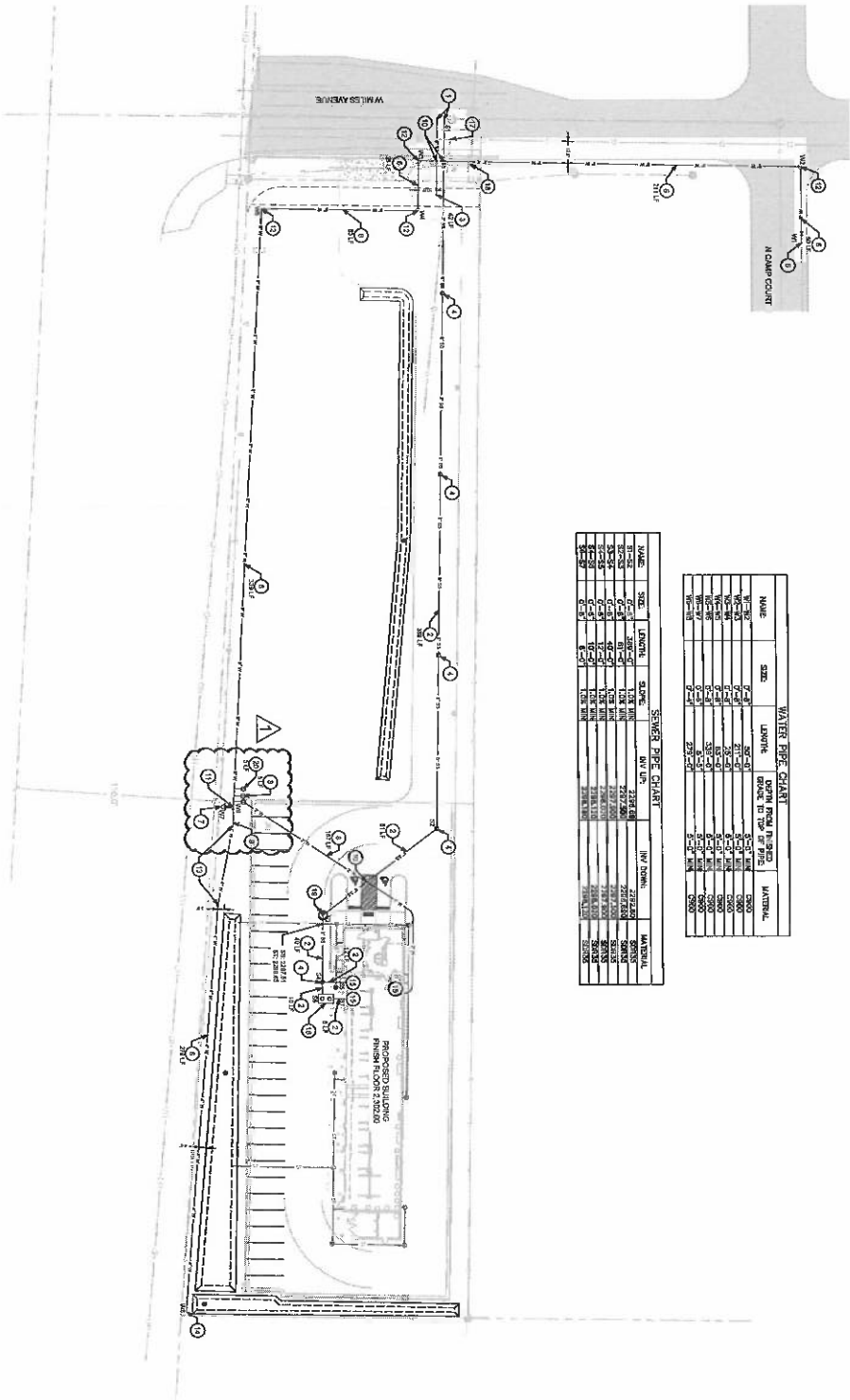
LESS AND EXCEPT ANY PORTION LYING WITHIN MILES AVENUE, BEING FURTHER DELINEATED IN THAT CERTAIN WARRANTY DEED IN FAVOR OF THE STATE OF IDAHO, IDAHO TRANSPORTATION BOARD, RECORDED OCTOBER 24, 2019, AS INSTRUMENT NO. 2719097000.

EXHIBIT "B"

Construction of: sidewalk along Miles Avenue; street repair following utility installation; 6" sewer main with one manhole; 8" and 4" water main" and one fire hydrant, all as shown on the attached plan

WATER PIPE CHART				
NAME	SIZE	LENGTH	DEPTH FROM FINISHED GRADE TO TOP OF PIPE	WATERLINE
W-1	1/2"	10.00	10.00	10.00
W-2	1/2"	10.00	10.00	10.00
W-3	1/2"	10.00	10.00	10.00
W-4	1/2"	10.00	10.00	10.00
W-5	1/2"	10.00	10.00	10.00
W-6	1/2"	10.00	10.00	10.00
W-7	1/2"	10.00	10.00	10.00
W-8	1/2"	10.00	10.00	10.00
W-9	1/2"	10.00	10.00	10.00
W-10	1/2"	10.00	10.00	10.00
W-11	1/2"	10.00	10.00	10.00
W-12	1/2"	10.00	10.00	10.00
W-13	1/2"	10.00	10.00	10.00
W-14	1/2"	10.00	10.00	10.00
W-15	1/2"	10.00	10.00	10.00
W-16	1/2"	10.00	10.00	10.00
W-17	1/2"	10.00	10.00	10.00
W-18	1/2"	10.00	10.00	10.00
W-19	1/2"	10.00	10.00	10.00
W-20	1/2"	10.00	10.00	10.00

SEWER PIPE CHART				
NAME	SIZE	LENGTH	DEPTH FROM FINISHED GRADE TO TOP OF PIPE	SEWERLINE
S-1	1/2"	10.00	10.00	10.00
S-2	1/2"	10.00	10.00	10.00
S-3	1/2"	10.00	10.00	10.00
S-4	1/2"	10.00	10.00	10.00
S-5	1/2"	10.00	10.00	10.00
S-6	1/2"	10.00	10.00	10.00
S-7	1/2"	10.00	10.00	10.00
S-8	1/2"	10.00	10.00	10.00
S-9	1/2"	10.00	10.00	10.00
S-10	1/2"	10.00	10.00	10.00
S-11	1/2"	10.00	10.00	10.00
S-12	1/2"	10.00	10.00	10.00
S-13	1/2"	10.00	10.00	10.00
S-14	1/2"	10.00	10.00	10.00
S-15	1/2"	10.00	10.00	10.00
S-16	1/2"	10.00	10.00	10.00
S-17	1/2"	10.00	10.00	10.00
S-18	1/2"	10.00	10.00	10.00
S-19	1/2"	10.00	10.00	10.00
S-20	1/2"	10.00	10.00	10.00



GENERAL NOTES:

1. PRIOR TO FINAL ASSESSMENT, AFTER ALL UTILITIES ARE IN PLACE, THE CONTRACTOR SHALL REQUEST THE CITY OF HAYDEN PLUMBING DISTRICT TO FIELD AND VERIFY THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HAYDEN PLUMBING DISTRICT AND THE HAYDEN PLUMBING DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HAYDEN PLUMBING DISTRICT AND THE HAYDEN PLUMBING DISTRICT.
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19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HAYDEN PLUMBING DISTRICT AND THE HAYDEN PLUMBING DISTRICT.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HAYDEN PLUMBING DISTRICT AND THE HAYDEN PLUMBING DISTRICT.

- UTILITY NOTES:**
1. CONNECT TO EXISTING SEWER MAIN.
 2. INSTALL 1/2" SEWER SERVICE @ 8'-10" MINIMUM LENGTH AS SHOWN.
 3. INSTALL 1/2" SEWER SERVICE @ 8'-10" MINIMUM LENGTH AS SHOWN.
 4. INSTALL 1/2" SEWER SERVICE @ 8'-10" MINIMUM LENGTH AS SHOWN.
 5. INSTALL 1/2" SEWER SERVICE @ 8'-10" MINIMUM LENGTH AS SHOWN.
 6. CONNECT TO EXISTING WATER MAIN ON CAMP COURT AND INSTALL VALVE.
 7. INSTALL 1/2" WATER SERVICE @ 8'-10" MINIMUM LENGTH AS SHOWN.
 8. INSTALL 1/2" WATER SERVICE @ 8'-10" MINIMUM LENGTH AS SHOWN.
 9. INSTALL 1/2" WATER SERVICE @ 8'-10" MINIMUM LENGTH AS SHOWN.
 10. INSTALL 1/2" WATER SERVICE @ 8'-10" MINIMUM LENGTH AS SHOWN.
 11. INSTALL 1/2" WATER SERVICE @ 8'-10" MINIMUM LENGTH AS SHOWN.
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 14. INSTALL 1/2" WATER SERVICE @ 8'-10" MINIMUM LENGTH AS SHOWN.
 15. INSTALL 1/2" WATER SERVICE @ 8'-10" MINIMUM LENGTH AS SHOWN.
 16. INSTALL 1/2" WATER SERVICE @ 8'-10" MINIMUM LENGTH AS SHOWN.
 17. INSTALL 1/2" WATER SERVICE @ 8'-10" MINIMUM LENGTH AS SHOWN.
 18. INSTALL 1/2" WATER SERVICE @ 8'-10" MINIMUM LENGTH AS SHOWN.
 19. INSTALL 1/2" WATER SERVICE @ 8'-10" MINIMUM LENGTH AS SHOWN.
 20. INSTALL 1/2" WATER SERVICE @ 8'-10" MINIMUM LENGTH AS SHOWN.

THIS DRAWING CONTAINS INFORMATION WHICH IS THE PROPRIETARY PROPERTY OF ALC ARCHITECTURE. NO INFORMATION HEREIN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ALC ARCHITECTURE.

ALC Collaborative

1000 E. 10th Street, Suite 100 • Hayden, ID 83401

208.764.1213

PROJECT FOR:

CHRISTIAN BROTHERS AUTOMOTIVE

411 W MILES AVE

HAYDEN, IDAHO

DESIGNED BY:

ALC

CHECKED BY:

JAC

DATE:

2/24/24

SUBMITTAL:

3/8/24

UTILITIES

C5.0

NO.	REVISIONS	DATE
1	REVISED INFORMATION FOR OWNER PREFERENCE	2/22/24
2		
3		
4		
5		

EXHIBIT "C"

CBAC-Hayden, ID-COST SUMMARY for Improvements						
Project Location:		Hayden, ID @ U.S. Rte 95				
Item	Cost					
Demo	\$	28,407.00				
Excavation and Utilities	\$	73,945.85				
Traffic Control	\$	3,681.00				
Grading and Paving	\$	85,152.90				
Landscaping	\$	3,569.00				
Total Costs	\$	225,755.75				

MAYKEN INVESTMENTS

A PORTION OF TRACT 137, HAYDEN LAKE IRRIGATED TRACTS, IN THE NORTHEAST 1/4 OF SECTION 14, T.51N., R.4W., BOISE MERIDIAN, CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO.

2024 SCALE: 1" = 50' SHEET 1 OF 2

REFERENCES

- R1 CAMP COURT NORTH - BOOK G, PAGE 136
R2 ROS BOOK 31 PAGE 605
R3 HAYDEN LAKE IRRIGATED TRACTS - C-66 & C-67

LEGEND:

Graphic Scale:

● SET 5/8" REBAR WITH PLASTIC CAP MARKED
■ SET 5/8" REBAR WITH PLASTIC CAP MARKED
▲ FOUND MONUMENT AS NOTED
○ CALCULATED POINT - NOTHING FOUND OR SET

Scale: 1" = 50'

B.O.B. BASIS OF BEARING
CP&F CORNER PERPETUATION AND FILING RECORD

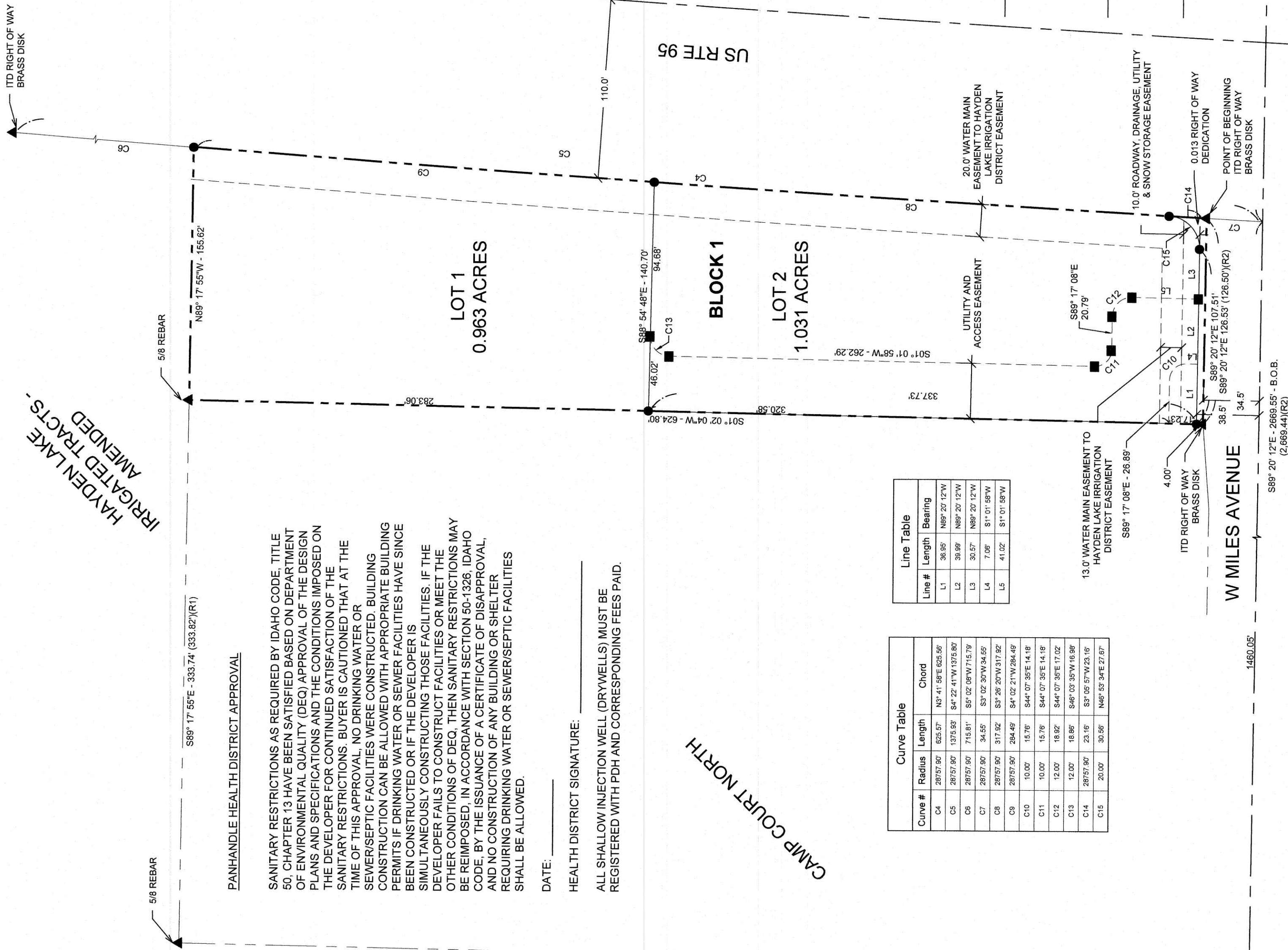
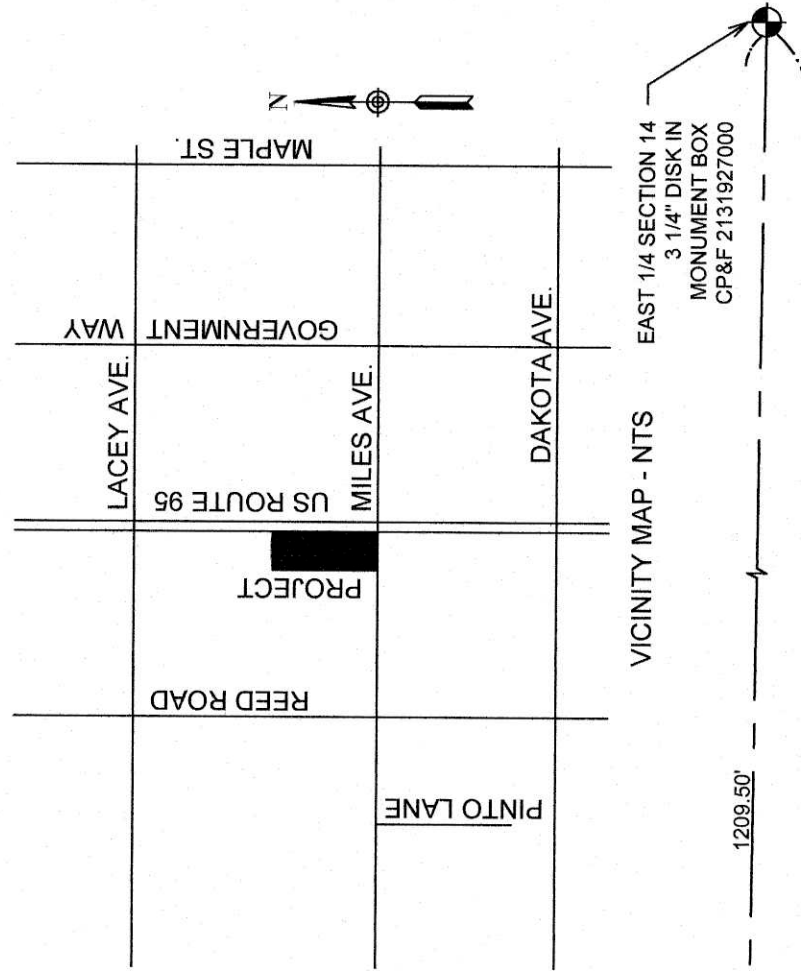
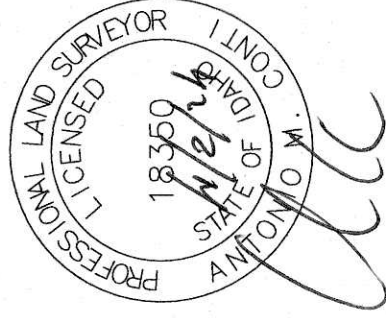
- SUBJECT PARCEL
--- PROPERTY LINE
--- REFERENCE BOUNDARIES
--- EASEMENT LINE

SURVEYOR'S NARRATIVE:

- SEE RECORD INFORMATION FOR DOCUMENTS USED TO PREPARE THIS PLAT
- MEASUREMENTS SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED, PER I.C. 55-1906.
- THE WEST LINE WAS ESTABLISHED BY HOLDING FOUND MONUMENTS ON CAMP COURT EASTERN BOUNDARY. NORTH LINE WAS ESTABLISHED BY PROJECTING THE NORTH LINE OF CAMP COURT TO US ROUTE 95 RIGHT OF WAY. THE EAST LINE WAS ESTABLISHED BY HOLDING RECORD RADIUS BETWEEN TWO FOUND RIGHT OF WAY MONUMENTS. THE SOUTH LINE WAS ESTABLISHED HOLDING FOUND RIGHT OF WAY MONUMENTS.

BASIS OF BEARINGS

THE BASIS OF BEARING OF THIS SURVEY IS IDENTICAL TO THE E-W QUARTER LINE OF SECTION 14, BEING N89°20'12"W AS ESTABLISHED HOLDING FOUND MONUMENTS



Line Table		
Line #	Length	Bearing
L1	36.95	N89°20'12"W
L2	38.99	N89°20'12"W
L3	30.57	N89°20'12"W
L4	7.05	S1°01'58"W
L5	41.02	S1°01'58"W

Curve Table			
Curve #	Radius	Length	Chord
C4	28757.90	625.57	N9°41'59"E 625.56
C5	28757.90	1375.93	S4°22'41"W 1375.90
C6	28757.90	716.91	S5°02'08"W 715.79
C7	28757.90	34.55	S3°02'30"W 34.55
C8	28757.90	317.52	S3°26'20"W 317.92
C9	28757.90	294.49	S4°02'21"W 294.49
C10	10.00	15.76	S44°07'38"E 14.18
C11	10.00	15.76	S44°07'38"E 14.18
C12	12.00	18.92	S44°07'38"E 17.02
C13	12.00	18.92	S46°03'35"W 16.99
C14	28757.90	23.16	S3°05'57"W 23.16
C15	20.00	30.56	N46°53'34"E 27.97

ENGINEERING

- ☒ APPROVED
☐ APPROVED WITH CONDITIONS
☐ REVISE AND RESUBMIT

REVIEW OF THESE PLANS IS TO VERIFY CONFORMANCE WITH CITY CODE, STANDARDS, AND POLICIES, AND ANY ACTION SHOWN IS SUBJECT TO THOSE REQUIREMENTS. SHOULD THESE PLANS CONTAIN ANY PROVISIONS NOT IN CONFORMANCE WITH CITY CODE, STANDARDS, AND POLICIES, THIS APPROVAL DOES NOT CONSTITUTE A VARIANCE OR APPROVAL FOR DEVIATION. THE DEVELOPER'S ENGINEER AND CONTRACTOR ARE RESPONSIBLE FOR VERIFICATION OF DIMENSIONS, UTILITY LOCATIONS, AND EXISTING SITE CONDITIONS; FOR DIRECTION OF ANY FABRICATION PROCESSES, CONSTRUCTION TECHNIQUES, AND PROJECT COORDINATION; AND FOR SATISFACTORY PERFORMANCE AND COMPLETION OF THE WORK.

BY: rwright

DATE: 4/2/2024

CERTIFICATE OF OWNERS
KNOW ALL MEN BY THESE PRESENTS THAT MAYKEN INVESTMENTS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, IS THE RECORD OWNER OF THE REAL PROPERTY ON THIS CERTIFICATION AND HAVE CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AND BLOCKS AS HEREIN PLATTED, TO BE KNOWN AS MAYKEN INVESTMENTS:

THE LAND REFERRED HEREIN AND BELOW IS SITUATED IN THE NE QUARTER OF SECTION 14 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF HAYDEN, KOOTENAI COUNTY, STATE OF IDAHO, BEING A PORTION OF TRACT 137, HAYDEN LAKE IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATES PAGE 67, RECORD OF KOOTENAI COUNTY, IDAHO, LYING WEST OF HWY 95 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SAID SECTION 14, THENCE ON THE EAST WEST QUARTER LINE S89°20'12"E A DISTANCE OF 1,460.05 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY LINE OF STATE ROUTE 95; THENCE ON SAID RIGHT OF WAY LINE A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 28,757.90 FEET, A LENGTH OF 34.55 FEET, AND A CHORD BEARING N3°02'30"E A DISTANCE OF 34.55 FEET; TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID RIGHT OF WAY LINE A CHORD HAVING A RADIUS OF 28,757.90 FEET, A LENGTH OF 625.57 FEET AND A CHORD BEARING N3°41'58"E A DISTANCE OF 625.58 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 137; THENCE ON SAID NORTH LINE N89°17'55"W A DISTANCE OF 155.62 FEET TO THE NORTH EAST CORNER OF CAMP COURT NORTH SUBDIVISION AS RECORDED IN BOOK G OF PLATS PAGE 136; THENCE ON THE EAST LINE OF SAID CAMP COURT NORTH SUBDIVISION S01°02'04"W A DISTANCE OF 624.80 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MILES AVENUE; THENCE ON LAST SAID RIGHT OF WAY LINE S89°20'12"E A DISTANCE OF 126.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.008 ACRES, MORE OR LESS.

SUBJECT TO:

EXISTING RIGHTS OF WAY AND EASEMENTS OF RECORD AND OR APPEARING ON SAID ABOVE DESCRIBED PARCEL.

THIS PLAT IS SUBJECT TO AN AVIGATION EASEMENT RECORDED AT INSTRUMENT NO. _____ RECORDS OF KOOTENAI COUNTY, IDAHO

BE IT FURTHER KNOWN THAT:

WATER SERVICES WILL BE PROVIDED BY HAYDEN LAKE IRRIGATION DISTRICT
SEWER SERVICES WILL BE PROVIDED BY THE CITY OF HAYDEN
A 10-FOOT WIDE ROADWAY, DRAINAGE, UTILITY AND SNOW STORAGE EASEMENT IS HEREBY GRANTED TO THE CITY OF HAYDEN, AS SHOWN ON THE FACE OF THE PLAT
A RIGHT OF WAY IS HEREBY GRANTED TO THE CITY OF HAYDEN, AS SHOWN ON THE FACE OF THE PLAT
A UTILITY AND ACCESS EASEMENT SHALL BE PROVIDED ON LOT 2 FOR THE BENEFIT OF LOT 1 AS SHOWN ON THE FACE OF THE PLAT.

A 20 FOOT AND 13 FOOT WATER MAIN/UTILITY EASEMENT IS HEREBY GRANTED TO HAYDEN LAKE IRRIGATION DISTRICT, AS SHOWN ON THE FACE OF THE PLAT

OWNER:

MAYKEN INVESTMENTS, LLC

JAMES P KENNEY III
MANAGER
ACKNOWLEDGMENT
DATE

STATE OF _____

COUNTY OF _____

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____ 202

BY: JAMES P KENNEY III, MANAGER OF MAYKEN INVESTMENTS, LLC

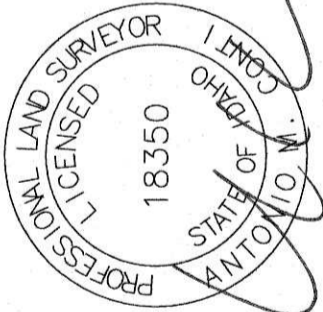
RESIDING AT _____
COMMISSION EXPIRES _____

SIGNATURE OF NOTARY _____

CERTIFICATE OF SURVEYOR

I, ANTONIO M. CONTI, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND THE ATTACHED PLAT WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND, MADE BY ME OR UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODES 55-1601 THROUGH 55-1612.

ANTONIO M. CONTI, P.L.S. 18350
DATE 4/2/24



CITY OF HAYDEN ENGINEER
I CERTIFY THAT I HAVE REVIEWED THIS PLAT AND APPROVED THE SAME FOR FILING WITH KOOTENAI COUNTY

CITY ENGINEER _____ DATE _____

CITY COUNCIL CERTIFICATE

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HAYDEN, IDAHO ON THIS _____ DAY OF _____, 202

MAYOR _____ CLERK _____

KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE HAVE BEEN PAID THROUGH _____

THIS _____ DAY OF _____, 202

MAYKEN INVESTMENTS

A PORTION OF TRACT 137, HAYDEN LAKE IRRIGATED TRACTS, IN THE NORTHEAST 1/4 OF SECTION 14, T.51 N., R.4W., BOISE MERIDIAN, CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO.

2024 SHEET 2 OF 2

KOOTENAI COUNTY SURVEYOR

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET

DATED THIS _____ DAY OF _____, 202

KOOTENAI COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO AT THE REQUEST OF MAYKEN INVESTMENTS, LLC

THIS _____ DAY OF _____, 202, AT _____ M.

AND DULY RECORDED IN BOOK _____ OF PLATS AT PAGE(S) _____

AS INSTRUMENT NUMBER _____

FEE: _____

KOOTENAI COUNTY CLERK _____ BY: _____ DEPUTY

