

# Ponderay - City Planning

## Zone Change Application

2018-017  
**RECEIVED**  
 SEP 24 2018  
 PLANNING OFFICE  
 CITY OF PONDERAY

Site/Project Information	
Current Zoning: <u>Residential</u>	Proposed Zoning: <u>Commercial</u>
Reason for zone change request:	
Future Commercial Development	
Project Representative: Rosalio Ibarra / Lisa Holder	
E-mail: leholder@frontier.com	
Phone #'s: 509-250-0115                      602-315-4547 * LISA	
Location: 810 Kootenai Cutoff Rd, Ponderay, ID	
Legal Description: See Attached Exhibit "A"	

Applicant/Owner Information
Name: Guitron Guitron Ibarra, Inc., Applicant
Legal Owner: Little Creek Alpacas, LLC, Owner
Signature: See Exhibit Bfor Owner
Mailing Address: 111 W. 19th St, 8th Fl, New York, NY 10011
E-Mail:
Phone #'s:

Ponderay Planning Department
File Number: <u>2018-017</u>
Fees: <u>600.00</u>
Zoning: <u>RES.</u>
Received By: <u>EB</u> Date: <u>9/24/18</u>
Comments:



Date: September 19, 2018

To: City of Ponderay – County Commissioners

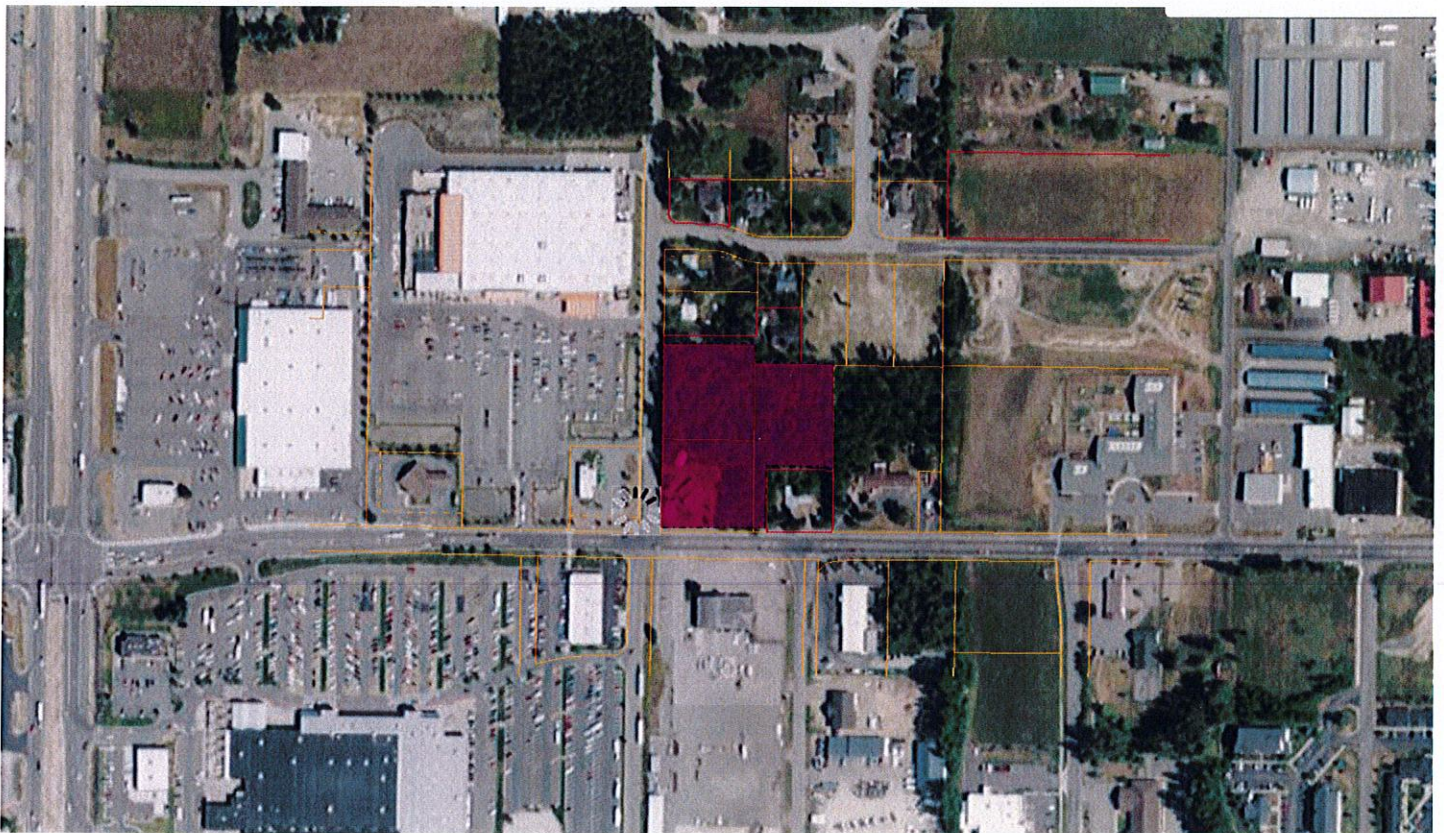
From: Guitron Guitron Ibarra, Inc.

RE: Ponderay – City Planning: Zone Change Application

The following narrative is prepared in response to and in direct correlation to the Zone Change Application requirements.

The below named applicant is currently in escrow to acquire 3 separate tax parcels located on the corner of Kootenai Cutoff Rd and Starr Lane (“Subject Property”), more particularly identified on this date as :

Parcel ID	Parcel No.	Acreage	Address
#1	RPP0441002000CA	1 Acre	810 Kootenai Cutoff Rd
#2	RPP0441002000BA	1 Acre	Vacant Land
#3	RPP0441002000HA	1.09 Acres	Vacant Land



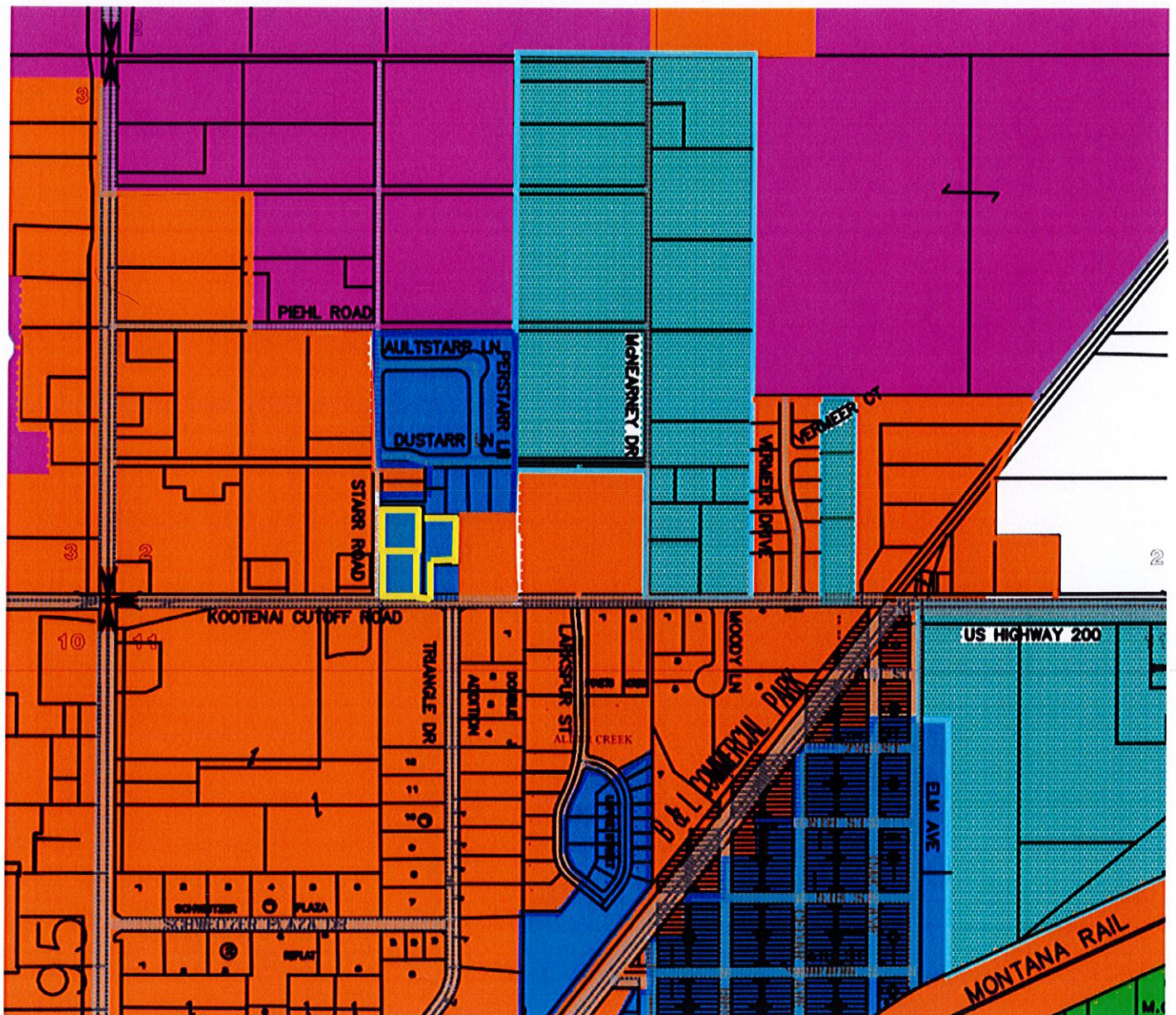
The acreage as sited above was taken from the attached ALTA Survey recorded in the official records of Bonner County attached as **Exhibit “A”**.



REQUIREMENTS:

1a) Zone Change: As a condition of the purchase of this property, the property must first be rezoned to commercial zone (See **Exhibit "B"**) to facilitate Purchaser's future development plans which include commercial development.

1b) Why the need for a Zone Change: The Subject Property is currently located in a area, that has by commercial and industrial growth along this central corridor, diminished into a residentially zoned island (in blue on the zoning map as shown below). By the City's plan, growth pattern and natural selection, it would seem reasonable that the Subject Property would be the next property in this area to be rezoned as commercial. It is the intent of the applicant to develop the property under the City of Ponderay's commercial zoning code with plans that said development would not be initiated for 2 or more years; however, if the commercial zoning cannot be attained, the applicant would not have any further interest in the Subject Property.





1c) Comprehensive Plan Conformity: The Future Land Use Map (figure 5-1) of the City of Ponderay's Comprehensive Plan (also attached as **Exhibit "C"**) includes the Subject Property as part of the commercial zone. This application is in keeping with the planned future land use for the City's commercial core as well as fitting more with adjacent properties such as Home Depot and Fiesta Bonita that lie immediately across Starr Lane to the west of the Subject Property, and then also Frontier Communications which lies immediately across Kootenai Cutoff Rd. south of the Subject Property. Additionally, within 300' of the Subject Property, south across Kootenai Cutoff Rd reside both Waste Management and the Walmart shopping center. Also within northeast and within 300' of the Subject Property is an industrial park. The Comprehensive Plan anticipates that eventually the area that is zoned residential along Kootenai Cutoff Rd will all be rezoned commercial and this application takes the City one step closer to this goal.

1d) Proposed Use: Development of the Subject Property is not anticipated to begin for at least 2 years. During this period, if the contemplated rezoning has occurred as a result of this application, the property owner plans to work with the City of Ponderay to create a commercial development that will both complement and be harmonious to the current and intended character of this central corridor and the surrounding property as it corresponds to the Comprehensive Plan.

1e) Impact on Adjacent Property Owners: There are 9 residential properties within 300' of the Subject property and of those 9 properties only 5 of the residential properties abut the Subject Property. Beyond that there are an estimated 14 additional parcels that are within 300' of the Subject Property that are zoned either commercial or industrial. By simply rezoning the Subject Property there should be no impact on the adjacent property owners. This will be given all due consideration as part of the future development.

1f) Ownership: The Subject Property is currently owned by Little Creek Alpacas LLC, a Delaware limited liability company, whose address is: 111 W. 19<sup>th</sup> Street, 8<sup>th</sup> Floor, New York, NY 10011

1g) Public Services: The following services have been contacted and all have provided an affirmative statement that services for a commercial development on the Subject Property are available

**Water**

City of Sandpoint – Public Works

Sandpoint City Hall

1123 Lake Street

Sandpoint, ID 83864

(208) 263-3407 Darlene Edwards

Frank Cafferty confirmed that the water provider is currently Northside Water which only provides water for residential purposes. Darlene Edwards with the City of Sandpoint – Public Works confirmed that there are water services available for a commercial development, that they have lines running the length of Kootenai Cutoff Rd and that there are additional hookups available for future commercial development on the Subject Property.

**Sewer**

Kootenai-Ponderay Sewer District

511 Whiskey Jack Road

Sandpoint, ID 83864

(208) 263-0229

Applicant has been advised that there are currently two ERUs on sight and that there are additional ERU's which could be obtained with future development.

**Gas and Electric**

Avista Utilities

Don Peterson, Customer Project Coordinator

100 N Lincoln Ave

Sandpoint, ID 83864

MSC-R13

P 208-265-6960      C 208-290-6275      [don.peterson@avistacorp.com](mailto:don.peterson@avistacorp.com)

Mr. Peterson confirmed that there are both gas and 3 phase power hook ups available. There are gas lines running along the Subject Property boundary lines on both Kootenai Cutoff Rd and Starr Lane. Electricity with 3 phase power is on the west side of Starr Lane and the South side of Kootenai Cutoff Rd and that it could be brought across one of the streets to the property.

**Solid Waste**

Waste Management

Ponderay, Idaho

208-263-2432

Located across the street from the Subject Property, Waste Management has the ability and capacity to serve this property as a commercial development with the appropriate site access and facilities

**Telephone and Internet**

Frontier Communications Premier Store

Telecommunications Service Provider

750 Kootenai Cutoff Rd

(208) 263-4867    208-664-7153      Bryant (469) 247-6430

Bryant is the commercial project manager who confirmed that, Frontier Communications, who also has an office directly across Kootenai Cutoff Rd from the Subject Property, there is sufficient line space and bandwidth to accommodate a new commercial development's telephone and internet needs on this corner

1h) **Costs for Public Services:** The plans for future development are anticipated to increase the tax basis by creating new employment opportunities. An offset to this will be the requirement for public services such as health and safety. The tax basis should be sufficient to offset these additional costs and prove a benefit to the economic welfare of the community.

1i) **Future Development Considerations:** It is anticipated that at the time development of the property is initiated that the City will have a process for reviewing and approving all future development and will address any issues relating to conditions that could be deemed detrimental to any persons, property or the general welfare by reason of traffic, noise, smoke, fumes, glare or odors.

1j) **Traffic:** It is anticipated that at the time the property is being developed that the City will provide by requirements and guidance in regard to traffic flow patterns and any impact the development will have on public roads. Currently the property has access at the corner of Starr Lane and Kootenai Cutoff Rd. and additional access to Parcel 3 off of Kootenai Cutoff Rd. The Applicant would redesign access to lessen traffic conflicts and higher traffic counts are anticipated as this business corridor expands.

1k) Natural or Scenic Features: In the past 12 months a prior owner had the property logged leaving a less than scenic property. To the best of Applicant's knowledge, the only structures on the Subject Property are located on the corner of parcel known as 810 Kootenai Cutoff Rd. The structures on this corner are neither scenic or historic and may lie in the path of future traffic patterns. Subsequently, the answer appears to be "No" that future development will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.

1l) Previous Property Use: To the best of the undersigned's knowledge, only one of the 3 parcels has had structures erected on it. The two remaining parcels have, until recently been densely treed and to the best of Applicants knowledge have been undeveloped. The parcel that was built on has a residence with a barn and employs no persons nor is a business run out of this building.

2. Applicant: The applicant's name is Guitron Guitron Ibarra, Inc, an Idaho corporation whose main offices are located: 325 SE 181<sup>st</sup> Ave., Portland, OR, 97233 and

3. Legal Description of the Property: See Attached **Exhibit "D"**

4. A copy of the Recorded Deed: See Attached **Exhibit "E"**

5. Signature of the Legal Title Holder: See Attached **Exhibit "B"** Purchase and Sale Agreement

6. Names and Address of Adjoining Property Owners: To be provided by the City of Ponderay

7. A vicinity map is attached as **Exhibit "F"**

8. Alta Survey As a site plan and floor plans are not currently available, an ALTA survey is attached showing the location of structures on the property.

9. Land Capability Report; Not required at this time

10. Professional Study: Requirement is TBD

Respectfully submitted

A handwritten signature in black ink, appearing to read "Rosalio Ibarra", with a long horizontal line extending to the right.

Rosalio Ibarra  
Guitron Guitron Ibarra, Inc.

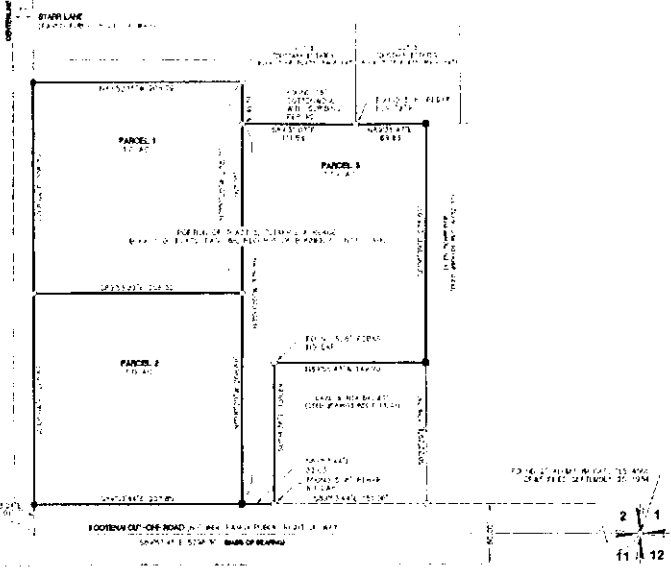
**Exhibit A**  
**Recorded ALTA Survey**

911327

51N-2W 2

# SECTION 2, TWP. 57N., RNG. 2W., BOISE MERIDIAN

BONNER COUNTY, IDAHO



**BASIS OF BEARING**

ALL BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE BOISE MERIDIAN.

**SURVEYOR'S NOTE**

THIS SURVEY WAS PERFORMED USING A TOTAL STATION WITH AN ELECTRONIC DISTANCE MEASUREMENT SYSTEM (EDMS) EQUIPPED WITH AN INVAR ROD. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.

**PURPOSE OF SURVEY**

TO SURVEY AND RECORD THE BOUNDARIES OF THE PARCELS SHOWN ON THIS PLAN AND TO ESTABLISH THE CORNERS THEREOF.

**SURVEY REFERENCES**

1. THE 1983 PLAT OF THE BOISE MERIDIAN UNDER INSTRUMENT 64350, COUNTY OF BONNER COUNTY, IDAHO.
2. THE 1983 PLAT OF THE BOISE MERIDIAN UNDER INSTRUMENT 64350, COUNTY OF BONNER COUNTY, IDAHO.
3. THE 1983 PLAT OF THE BOISE MERIDIAN UNDER INSTRUMENT 64350, COUNTY OF BONNER COUNTY, IDAHO.
4. THE 1983 PLAT OF THE BOISE MERIDIAN UNDER INSTRUMENT 64350, COUNTY OF BONNER COUNTY, IDAHO.

**SURVEYOR'S CERTIFICATE**

I, THE SURVEYOR, HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF IDAHO AND THAT I HAVE PERSONALLY CONDUCTED THIS SURVEY AND THAT THE RESULTS THEREOF ARE TRUE AND CORRECT.

*[Signature]*  
DANIEL J. PROFFER, SURVEYOR



**LEGEND**

- SET CORNER WITH PLASTIC CAP 1/2" DIA.
- SET CORNER WITH PLASTIC CAP 1/2" DIA. UNLESS OTHERWISE NOTED.
- SET CORNER WITH PLASTIC CAP 1/2" DIA.

**RECORDER'S CERTIFICATE**

THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF BONNER COUNTY, IDAHO, ON September 2, 2011 AT 1:58 p.m. AT THE REQUEST OF JAMES A. SEWELL AND ASSOCIATES, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Sandpoint, Idaho, this 2 day of September, 2011.

*[Signature]*  
DANIEL J. PROFFER, RECORDER

Instrument # 911327  
Date of Survey: 8/22/11  
Surveyor: Daniel J. Proffer  
Recorder: Daniel J. Proffer  
County: Bonner  
State: Idaho

	SHEET TITLE <b>RECORD OF SURVEY FOR LITTLE CREEK ALPACAS, LLC</b>	51N-2W R2 S2 SECTION 2
	James A. Sewell and Associates, LLC 1319 NORTH DIVISION AVENUE SANDPOINT, IDAHO 83864, (208) 263-4160	



Exhibit B

Redacted Purchase Agreement

**RE-23 COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

JULY 2017 EDITION

Page 1 of 6

1 ID# \_\_\_\_\_ DATE July 18, 2018

2

3 LISTING AGENCY CENTURY 21 RIVERSTONE Office Phone # 208-255-2244 Fax # \_\_\_\_\_

4 Listing Agent Jolena Overland E-Mail jolena@sandpoint.com Phone # 208-265-4120

5 SELLING AGENCY Keller Williams Realty Coeur d'Alene & Sandpoint Office Phone # (208) 265-2020 Fax # (208) 265-5151

6 Selling Agent Lisa E Holder E-Mail leholder@frontier.com Phone # (208) 660-9221

7

8 1. BUYER: Guitron Gultron Ibarra, Inc

9 (Hereinafter called "BUYER") agrees to purchase, and SELLER: Little Creek Alpacas LLC

10 (Hereinafter called "SELLER") agrees to sell the following described real estate hereinafter referred to as "PROPERTY"

11 COMMONLY KNOWN AS 810 Kootenai Cutoff (plus 2 adjacent parcels with no number assigned)

12 City Ponderay County Bonner Idaho, Zip 83852 legally described as:

13 RFP0441002000HA, RFP0441002000CA, RFP0441002000BA: 2-57N-2W STARRS ACREAGE S2 and N2 OF TAX 1 OF BLK 2, and BLK 2 TAX 6

14 OR Legal Description Attached as exhibit \_\_\_\_\_ (Exhibit must accompany original offer and be signed or initialed by

15 BUYER and SELLER.)

16

17 2. \$ \_\_\_\_\_ PURCHASE PRICE: \_\_\_\_\_

18 which shall be payable by federal wire transfer or other collected funds at Closing, unless otherwise specified in an addendum hereto. Title of SELLER is to

19 be conveyed by  warranty deed  special warranty deed or  \_\_\_\_\_ deed (not including closing costs).

20

21 3. FINANCING CONTINGENCY: This  IS  IS NOT an all cash offer. If this is an all cash offer, BUYER'S OBLIGATION TO CLOSE SHALL NOT

22 BE SUBJECT TO ANY FINANCING CONTINGENCY. If this is not an all cash offer and an appraisal is required by lender, the PROPERTY must

23 appraise at not less than purchase price or BUYER'S Earnest Money shall be returned at BUYER'S request. BUYER shall exercise good faith reasonable

24 efforts to obtain financing. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and

25 conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements of the SELLER. This Agreement is only subject to a

26 satisfactory appraisal and final lender underwriting after the release of all contingencies, inspections, due diligence and feasibility studies have been

27 completed to the satisfaction of BUYER.

28

29 4. EARNEST MONEY: BUYER hereby offers \_\_\_\_\_ DOLLARS as Earnest Money in the following

30 form:  cash  personal check  cashier's check  note (due date): \_\_\_\_\_

31  other \_\_\_\_\_ and  receipt is hereby acknowledged OR  BUYER will deliver

32 Earnest Money within 5 \_\_\_\_\_ business days (three [3] if left blank) of acceptance.

33 Earnest Money to be deposited in trust account  upon receipt or  upon acceptance by BUYER and SELLER or  other within 5 days of

34 acceptance by both parties \_\_\_\_\_ and shall be held by:  Listing Broker  Selling Broker

35  Closing Agency  other First American Title company \_\_\_\_\_ for the benefit of the parties hereto.

36 Unless otherwise agreed to in writing, the Earnest Money shall be applicable to the purchase price.

37 THE RESPONSIBLE BROKER SHALL BE: Bud Bolan

38

39

40 5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations, addenda and/or

41 contingencies which must be satisfied prior to closing. During the term of the loan Buyer shall be engaged in planning, entitlement, and development

42 of the Property. Those matters requiring Seller's approval or ratification during the term of the loan shall be presented to Seller whose approval

43 shall not be unduly withheld and who shall respond within 15 calendar days of any such request. During the Due Diligence Period Buyer shall be

44 entitled to review any leases and contracts on the property and shall notify Seller as to if they want to have the lease terminated or assigned to

45 Buyer at Closing.

46 \*\*\* As a condition of approval of the property, Buyer shall, at Buyer's expense apply to the City for rezoning of the property to commercial. The

47 initial Due Diligence Deadline (DDD) shall expire 60 days from Acceptance. Buyer shall have a two 30 day options to extend the Due Diligence

48 Deadline with 15 days prior written notice delivered to Seller of said option to extend.

49 \*\*\* Settlement and Closing Deadline shall occur 15 Business days after Buyer's written satisfaction of DDD.

50

51 6. DEADLINES: The following deadlines shall be binding on the parties and referred by name in this Agreement. TIME IS OF THE ESSENCE IN THIS

52 AGREEMENT.

53 (A) "SELLER DISCLOSURE DEADLINE": 10 \_\_\_\_\_ CALENDAR DAYS (ten [10] if left blank) FROM: Acceptance

54 (B) "DUE DILIGENCE DEADLINE": \*\*\* (See Section 5) \_\_\_\_\_ CALENDAR DAYS (thirty [30] if left blank) FROM: Acceptance

55 (C) "SETTLEMENT AND CLOSING DEADLINE": \*\* (See Section 5) \_\_\_\_\_ (DATE)

56

57 7. TITLE COMPANY: The parties agree that First American Title Insurance Company

58 Title Company located at 419 N 2nd Avenue | PO Box 802, Sandpoint, ID 83864, Phone: 208.263.6833 | Fax: 208.263.5690 shall provide the title

59 policy and preliminary report of commitment.

60

61 8. ACCEPTANCE: This offer is made subject to the acceptance, counter or rejection of SELLER and BUYER on or before

62 (Date) July 24, 2018 at (Local Time in which PROPERTY is located) 5:00 \_\_\_\_\_  A.M.  P.M.

63

64

BUYER'S Initials (RTJ) Date 7-18-18 SELLER'S Initials (LE) Date 07/24/2018 4:07 PM EDT

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JULY 2017 EDITION RE-23 COMMERCIAL / INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT Page 1 of 6

Serial# 052349-400153-1940864

Prepared by Lisa Holder | Keller Williams Realty | leholder@frontier.com | 2086609221



PROPERTY ADDRESS: 810 Kootenai Cutoff, Ponderay, ID 83852

ID#: \_\_\_\_\_

332 40. BUYER'S SIGNATURES:

341  SEE ATTACHED BUYER'S ADDENDUM(S): #1 - Financing Addendum (Specify number of BUYER addendum(s) attached.)  
342  SEE ATTACHED BUYER'S EXHIBIT(S): (Specify number of BUYER exhibit(s) attached.)

343  BUYER does currently hold an active Idaho real estate license.  BUYER is related to agent.

344 BUYER Signature [Signature] BUYER (Print Name) Rosalio Ibarra

345 If BUYER is an entity: Name of Entity: Guitron Guitron Ibarra, Inc Signor's Position: Vice President

346 Date 7.18.18 Time 12:50 PM  A.M.  P.M. Phone # \_\_\_\_\_ Cell # 509-250-0015

347 Address \_\_\_\_\_

348 E-Mail \_\_\_\_\_ Fax # \_\_\_\_\_

349  BUYER does currently hold an active Idaho real estate license.  BUYER is related to agent.

350 BUYER Signature \_\_\_\_\_ BUYER (Print Name) \_\_\_\_\_

351 If BUYER is an entity: Name of Entity: \_\_\_\_\_ Signor's Position: \_\_\_\_\_

352 Date \_\_\_\_\_ Time \_\_\_\_\_  A.M.  P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

353 Address \_\_\_\_\_

354 E-Mail \_\_\_\_\_ Fax # \_\_\_\_\_

371 41. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

373  SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER  
374  SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # \_\_\_\_\_  
375  SIGNATURE(S) SUBJECT TO ATTACHED EXHIBIT(S) # \_\_\_\_\_

376  SELLER does currently hold an active Idaho real estate license.  SELLER is related to agent.

377 SELLER Signature [Signature] SELLER (Print Name) Lynn Edens

378 If SELLER is an entity: Name of Entity: \_\_\_\_\_ Signor's Position: \_\_\_\_\_

379 Date 07/24/2018 4:08 PM EDT Time \_\_\_\_\_  A.M.  P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

380 Address \_\_\_\_\_

381 E-Mail \_\_\_\_\_ Fax # \_\_\_\_\_

382 CONTRACTOR REGISTRATION # (if applicable) \_\_\_\_\_

383  SELLER does currently hold an active Idaho real estate license.  SELLER is related to agent.

384 SELLER Signature \_\_\_\_\_ SELLER (Print Name) \_\_\_\_\_

385 If SELLER is an entity: Name of Entity: \_\_\_\_\_ Signor's Position: \_\_\_\_\_

386 Date \_\_\_\_\_ Time \_\_\_\_\_  A.M.  P.M. Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

387 Address \_\_\_\_\_

388 E-Mail \_\_\_\_\_ Fax # \_\_\_\_\_

389 CONTRACTOR REGISTRATION # (if applicable) \_\_\_\_\_

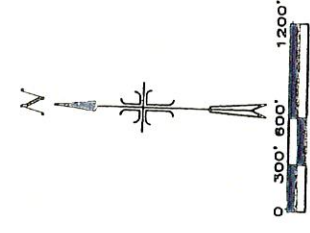
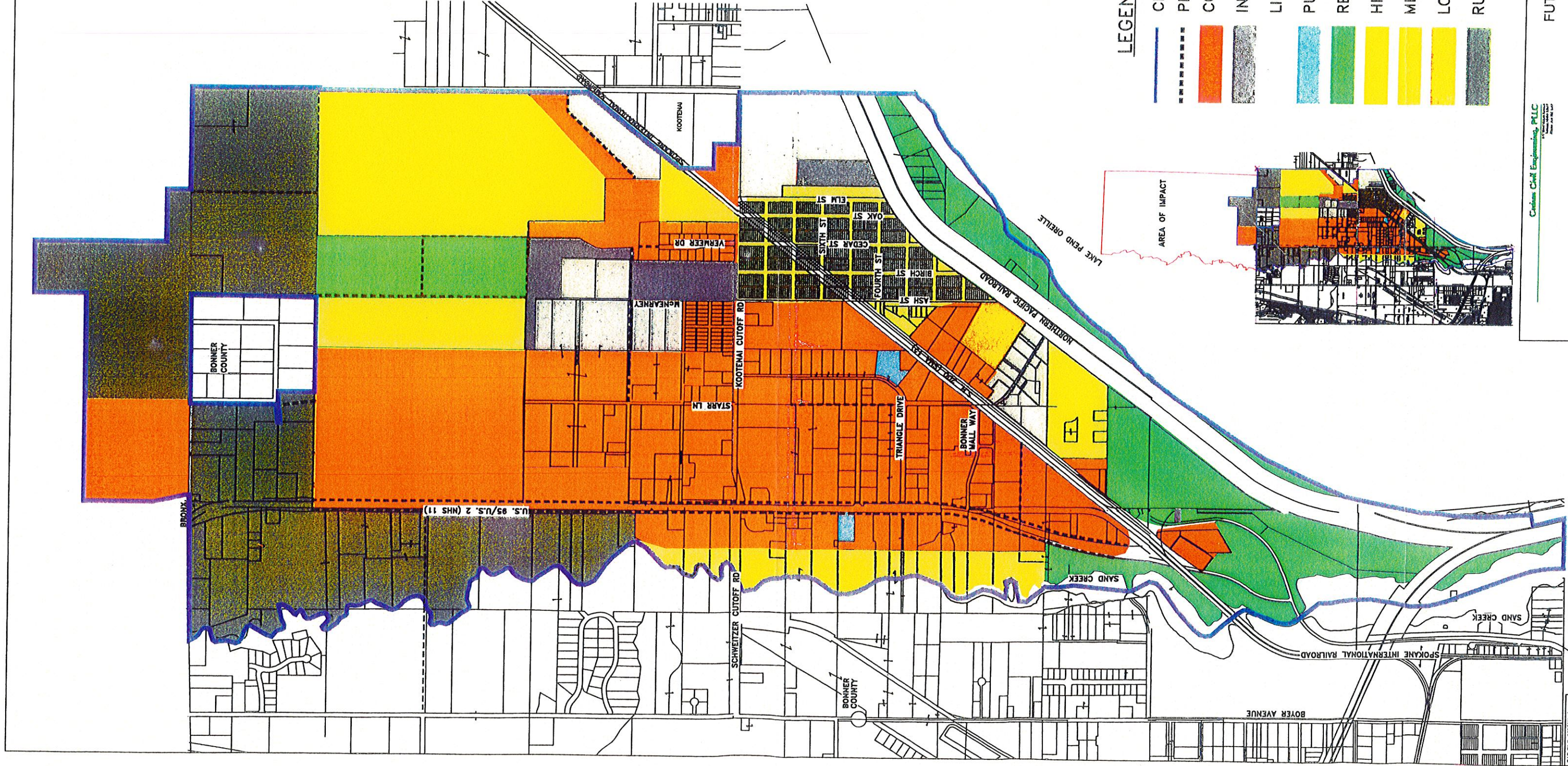
407 LATE ACCEPTANCE

408 If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within \_\_\_\_\_  
409 calendar days (three [3] if left blank) by BUYER initialing HERE (\_\_\_\_\_) (\_\_\_\_\_) Date \_\_\_\_\_. If BUYER timely approves of SELLER's late  
410 acceptance, an initialed copy of this page shall be immediately delivered to SELLER.

**Exhibit C**

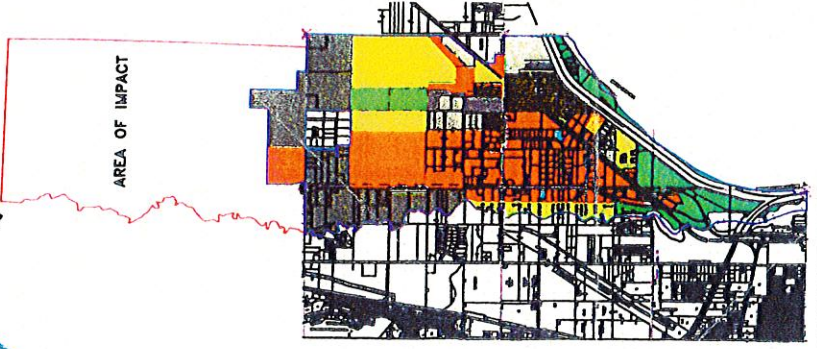
**Map from Comprehensive Plan**



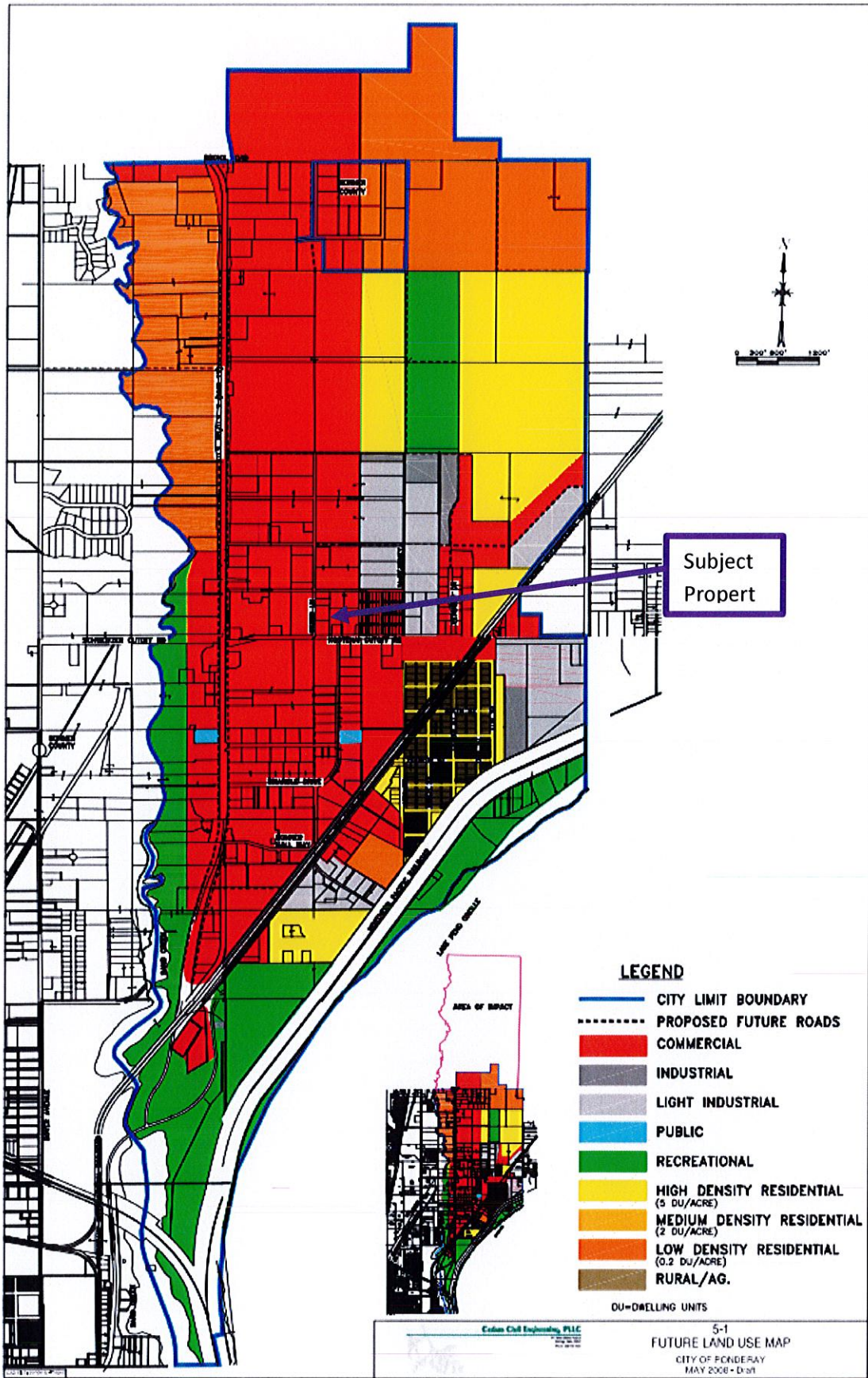


**LEGEND**

- CITY LIMIT BOUNDARY
- PROPOSED FUTURE ROADS
- COMMERCIAL
- INDUSTRIAL
- LIGHT INDUSTRIAL
- PUBLIC
- RECREATIONAL
- HIGH DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- RURAL/AG.









## Exhibit "D"

### Legal Description

#### Exhibit "A"

Real property in the County of Bonner, State of Idaho, described as follows:

##### PARCEL 1:

That portion of Tract 2, STARR'S ACREAGE, according to the plat thereof, recorded in Book 1 of Plats, Page 88, records of Bonner County, Idaho, described as follows:

Beginning at the Southwest corner of Tract 2;

Thence East 208 feet 8 1/2 inches along the South line of said tract;

Thence North 417 1/2 feet;

Thence West 208 feet 8 1/2 inches to the West line of said tract;

Thence South 417 1/2 feet to the Point of Beginning.

Except that portion of Tract 2, STARR'S ACREAGE, according to the plat thereof, recorded in Book 1 of Plats, Page 88, in Bonner County, Idaho, described as follows:

Beginning at the Southwest corner of Tract 2;

Thence East 208 feet 8 1/2 inches along the South line of said tract;

Thence North 208 feet 8 1/2 inches;

Thence West 208 feet 8 1/2 inches to the West line of said tract;

Thence South 208 feet 8 1/2 inches to the Point of Beginning.

##### Parcel 2:

That portion of Tract 2, STARR'S ACREAGE, according to the plat thereof, recorded in Book 1 of Plats, Page 88, records of Bonner County, Idaho, as follows:

Beginning at the Southwest corner of Tract 2; thence East 208 feet 8 1/2 inches along the South line of said tract;

Thence North 208 feet 8 1/2 inches;

Thence West 208 feet 8 1/2 inches to the West line of said Tract;

Thence South 208 feet 8 1/2 inches to the point of beginning.

##### PARCEL 3:

That portion of Block 2 (also known as Tract 2) of STARR'S ACREAGE, according to the plat thereof, recorded in Book 1 of Plats, Page 88, records of Bonner County, Idaho, described as follows:

Beginning at a point, which is 250 feet West of the Southeast corner of said Block 2;

Thence West to a point, which is 208 feet 8 1/2 inches East of the Southwest corner of said Block 2;

Thence North 376 feet;

Thence East to a point, which is 376 feet North of the point of beginning;

Thence South 376 feet to the point of beginning.

LESS the South 140 feet of the East 150 feet thereof

**Exhibit "E"**

**Vesting Deed**



Instrument # 911607  
Bonner County, Sandpoint, Idaho  
09/20/2017 11:42:35 AM No. of Pages: 4  
Recorded for: SANDPOINT TITLE INSURANCE  
Michael W. Rosedale Fee: \$16.00  
Ex-Officio Recorder Deputy rflaherty  
Index to: WARRANTY DEED

After recording mail to: Grantee



SANDPOINT TITLE INSURANCE  
LOCAL ROOTS . SUPERIOR SERVICE

120 East Lake Street, Suite 202 Sandpoint, Idaho 83864  
Phone (208) 263-2222 Fax (208) 265-4040

## WARRANTY DEED

Escrow No.: 65738-VW

### FOR VALUE RECEIVED

**Donald Skinner and Julie O. Skinner, Husband and Wife, as to Parcels 1 and 2 and Donald Skinner and Julie Skinner, Husband and Wife, as to Parcel 3**

the grantors, do(cs) hereby grant, bargain, sell and convey unto

**Little Creek Alpacas LLC, a Delaware Limited Liability Company**

whose current address is **1345 Avenue Of The Americas New York, NY 10105**

the grantee , the following described premises, in Bonner County, Idaho, TO WIT:

### PARCEL 1:

That portion of Tract 2, STARR'S ACREAGE, according to the plat thereof recorded in Book 1 of Plats, Page 88, records of Bonner County, Idaho, described as follows:

Beginning at the Southwest corner of Tract 2;

Thence East 208 feet 8 1/2 inches along the South line of said tract;

Thence North 417 1/2 feet;

Thence West 208 feet 8 1/2 inches to the West line of said tract;

Thence South 417 1/2 feet to the Point of Beginning.

EXCEPT that portion of Tract 2, STARR'S ACREAGE, according to the plat thereof recorded in Book 1 of Plats, Page 88, in Bonner County, Idaho, described as follows:

Beginning at the Southwest corner of Tract 2;

Thence East 208 feet 8 1/2 inches along the South line of said tract;

Thence North 208 feet 8 1/2 inches;

Thence West 208 feet 8 1/2 inches to the West line of said tract;

Thence South 208 feet 8 1/2 inches to the Point of Beginning.

PARCEL 2:

That portion of Tract 2, STARR'S ACREAGE, according to the Plat thereof, recorded in Book 1 of Plats, Page 88, records of Bonner County, Idaho as follows:

Beginning at the Southwest corner of Tract 2, thence East 208 feet 8 1/2 inches along the South line of said Tract;

Thence North 208 feet 8 1/2 inches;

Thence West 208 feet 8 1/2 inches to the West line of said Tract;

Thence South 208 feet 8 1/2 inches to the point of beginning.

PARCEL 3:

That portion of Block 2 (also known as Tract 2) of STARR'S ACREAGE, according to the plat thereof, recorded in Book 1 of Plats, Page 88, records of Bonner County, Idaho, described as follows:

Beginning at a point, which is 250 feet West of the Southeast corner of said Block 2;

Thence West to a point, which is 208 feet 8 1/2 inches East of the Southwest corner of said Block 2;

Thence North 376 feet;

Thence East to a point, which is 376 feet North of the point of beginning;

Thence South 376 feet to the point of beginning.

LESS the South 140 feet of the East 150 feet thereof.



**TO HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that he/she the owner in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: Aug 31, 2017

[Signature]  
Donald Skinner

[Signature]  
Julie O. Skinner, also shown of record as Julie Skinner

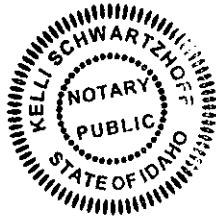
STATE OF IDAHO }  
COUNTY OF BONNER }SS

On this 31<sup>st</sup> day of August, 2017 before me, a Notary Public in and for said state, personally appeared Donald Skinner and Julie O. Skinner known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]  
Notary Public for the State of Idaho

Residing at: SANDPOINT  
Commission Expires: 4/28/22 11/20/21  
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**Exhibit "F"**

**Vicinity Map  
(from the Bonner County Website)**



# Sandpoint Web Map



**City limits**

- DOVER
- KOOTENAI
- PONDERAY
- SANDPOINT

**Parcels**

- TRANS\_ROADS
- TRANS\_RR