

## Resolution 2023-82

**WHEREAS**, *Idaho Code* §31-807 vests the Board of County Commissioners with the power and authority to manage real and personal property for the benefit of the County; and

**WHEREAS**, *Idaho Code* §31-808(7) vests the Board of County Commissioners with the power and authority, at its discretion, when in the county's best interest, to exchange and do all things necessary to exchange any of the real property now or hereafter held and owned by the county for real property of equal value, public or private; and

**WHEREAS**, Big Toy Condos, LLC, desires to grant to Bonner County a Surface and Overhead Avigation Easement, as set forth in Exhibit "A", attached hereto and incorporated herein by reference; and

**WHEREAS**, Bonner County desires to grant to Big Toy Condos, LLC, a Stormwater Easement on the real property described in Exhibit "B", attached hereto and incorporated herein by reference; and

**WHEREAS**, the value of the easements identified hereinabove are of approximately equal value; and

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the Bonner County Board of Commissioners finds that the exchange of the easements identified hereinabove is in the best interest of Bonner County.

**BE IT FURTHER RESOLVED** that the Bonner County Board of Commissioners hereby authorizes the exchange of the easements identified hereinabove pursuant to *Idaho Code* §31-808(7).

**BE IT FURTHER RESOLVED** that the Bonner County Board of Commissioners hereby authorizes the acceptance of the Surface and Overhead Avigation Easement and the execution and recording of a Stormwater Easement.

Upon a motion to adopt the text of the foregoing Resolution made by Commissioner Williams, seconded by Commissioner Omodt, the following vote was recorded:

Commissioner Williams: Yes  
Commissioner Omodt: Yes  
Chairman Bradshaw: Absent

Upon said roll call, the text of the foregoing was duly enacted as a Resolution of the Board of Commissioners of Bonner County, Idaho on the 10 day of October, 2023.

Dated this 10 day of October, 2023.

BONNER COUNTY  
BOARD OF COMMISSIONERS

ATTEST:  
MICHAEL W. ROSEDALE, CLERK

Absent  
Steven Bradshaw, Chairman

By: Ami Schaeffer  
Deputy Clerk

[Signature]  
Luke Omodt, Commissioner

Asia Williams  
Asia Williams, Commissioner



# AIRPORTS

Dave Schuck  
208-255-9179

## AIRPORT ITEM #1

**Meeting Date: October 10, 2023**

## MEMORANDUM

**To:** Commissioners

**Re:** Mutual Easement Acquisition between Bonner County and Big Toy Condos, LLC.

**Description:** Bonner County would like to acquire an avigation easement over a parcel of land adjacent to Sandpoint Airport owned by Big Toy Condos, LLC. Big Toy Condos would like to acquire an underground stormwater conveyance easement on airport property.

An agreement has been reached wherein Bonner County will grant the stormwater easement in exchange for the avigation easement over Big Toy Condos and approximately \$15,000 in proceeds from the removal of trees on airport property as described in the attached appraisal, legal descriptions, and exhibits.

The proposed easement agreement is in the public interest in that it removes a hazard to navigation presented by the trees on airport property and ensures right-of-flight and safety of navigation over the adjacent private property.

I recommend approving this resolution and acquiring this easement.

**Legal Review:**  X \_\_\_\_\_

**Auditing Review:** \_\_\_\_\_

**Distribution:** Original to BOCC Office; email copy to Airports – Dave Schuck; copy to Auditing

**A suggested motion would be:** Mr. Chairman based on the information before us I make a motion to approve Resolution #2023-82 approving the acquisition of this easement as presented.

Recommendation Acceptance:  yes  no  Date: 10-10-23  
Commissioner Steven Bradshaw, Chairman

# RECORD OF SURVEY

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 57 N., RANGE 4 W., BOISE MERIDIAN, BONNER COUNTY, IDAHO

SHEET #



H-SCALE 1" = 60'



## LEGEND

- FOUND BY REBAR WITH YELLOW PLASTIC CAP, P.L.S. 94, OR AS NOTED
- FOUND BY REBAR WITH YELLOW PLASTIC CAP, P.L.S. 902
- FOUND BY REBAR WITH CAP, P.L.S. 519
- DISTURBED BY CONSTRUCTION RE BAR, 1/2" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 987
- SET A 1/2" REBAR AND P.L.S. 907 CAP
- CALCULATED POSITION, NOTHING FOUND OR SET
- ⊕ 1/4" IN SECTION CORNER AS NOTED
- ⊕ SECTION CORNER AS NOTED

- CPWF CORNER PERPETUAL FILING RECORD (WITH INSTRUMENT NO.)
- T.P.O.S. TRUE POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY

## REFERENCES

- R-1 PLAT OF TERRAPLANE PLACE BY ALAMY, SEBERT, RECORDED UNDER INSTRUMENT NO. 911417
- R-2 RECORD OF SURVEY BY LAWRENCE L. LEMMEYER P.L.S. 841, RECORDED UNDER INSTRUMENT NO. 498197
- R-3 RECORD OF SURVEY BY MARK W. DUFFNER P.L.S. 900, RECORDED UNDER INSTRUMENT NO. 9004

## BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103), US SURVEY FEET. THE BASIS OF BEARING FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103), US SURVEY FEET. THE BASIS OF BEARING FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103), US SURVEY FEET. THE BASIS OF BEARING FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103), US SURVEY FEET.

## RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF BONNER COUNTY, IDAHO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ M \_\_\_\_\_ AT THE REQUEST OF \_\_\_\_\_

BY \_\_\_\_\_ DEPUTY CLERK

BY \_\_\_\_\_ DEPUTY CLERK

BY \_\_\_\_\_ DEPUTY CLERK

## SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, P.L.S. 9187, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, HAVE MADE THIS SURVEY AND THIS PLAT THEREON. I HAVE BEEN DULY LICENSED BY THE BOARD OF SURVEYORS AND I AM A MEMBER OF THE NATIONAL SOCIETY OF PROFESSIONAL LAND SURVEYORS. I HAVE BEEN DULY LICENSED BY THE BOARD OF SURVEYORS AND I AM A MEMBER OF THE NATIONAL SOCIETY OF PROFESSIONAL LAND SURVEYORS. I HAVE BEEN DULY LICENSED BY THE BOARD OF SURVEYORS AND I AM A MEMBER OF THE NATIONAL SOCIETY OF PROFESSIONAL LAND SURVEYORS.

CHAD J. JOHNSON, P.L.S. 9187

DATE



## RECORD OF SURVEY

SCHWEITZER CUTOFF ROAD  
SECTION 10, TOWNSHIP 57 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN, BONNER COUNTY, IDAHO

DATE SURVEYED: JUNE 2022

FILE NAME: 22-122 SURVEY

CHECKED BY: CJJ

PROJECT NO.: 22-122

SHEET 1

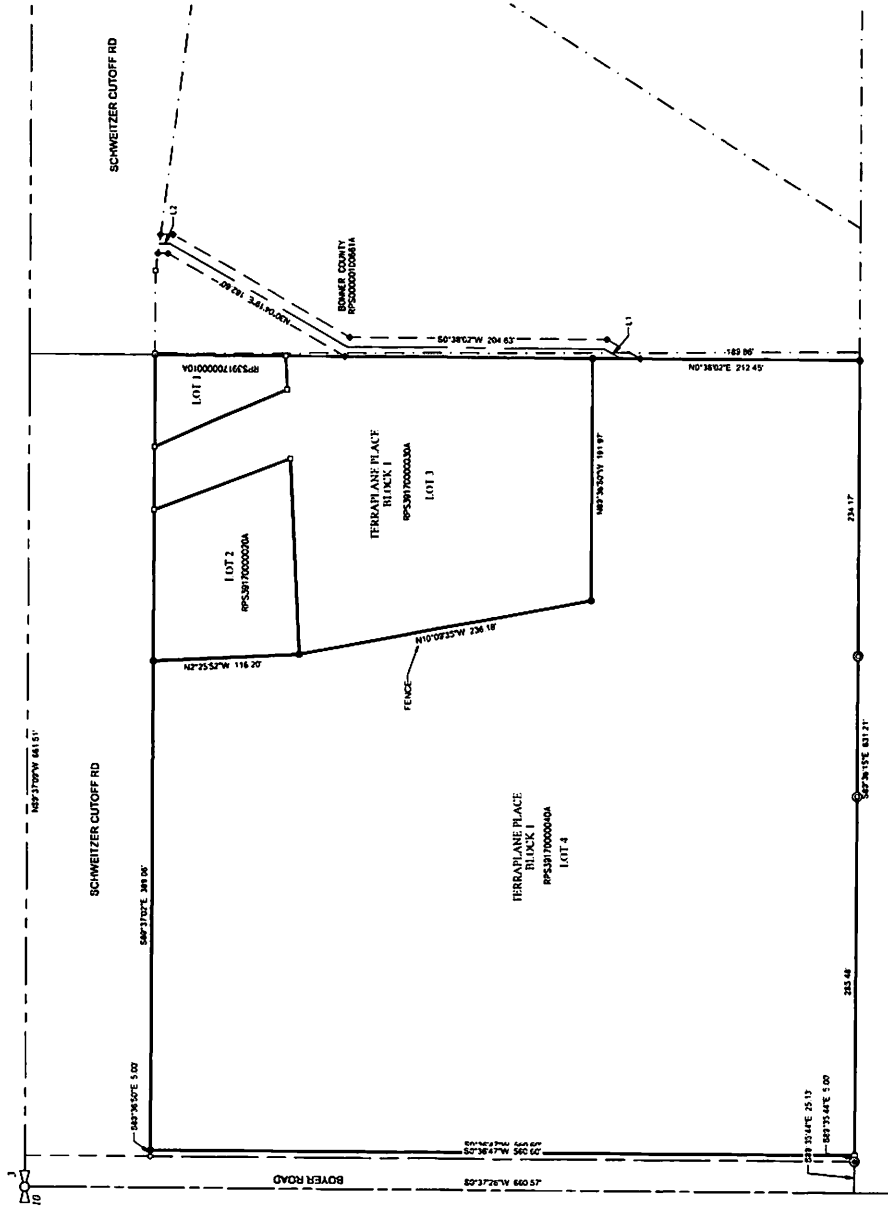
LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°30'15"E	15.34'
L2	N07°37'27"E	8.81'

## SURVEYOR'S NARRATIVE

THIS RECORD OF SURVEY IS A TOTAL STATION SURVEY. ALL POINTS WERE RECOVERED BY REBAR WITH YELLOW PLASTIC CAP OR AS NOTED. THE BOUNDARIES OF TERRAPLANE PLACE WERE DISTURBED BY CONSTRUCTION AND I REBAR THE PLAT BASED ON THE ORIGINAL PLAT. THE BOUNDARIES OF TERRAPLANE PLACE WERE DISTURBED BY CONSTRUCTION AND I REBAR THE PLAT BASED ON THE ORIGINAL PLAT. THE BOUNDARIES OF TERRAPLANE PLACE WERE DISTURBED BY CONSTRUCTION AND I REBAR THE PLAT BASED ON THE ORIGINAL PLAT.

## NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PLAT OR TO SHOW ANY NON-RECORDED EASEMENTS EXCEPT FOR THOSE SHOWN HEREON.



**EXHIBIT "A"**  
**EASEMENT DESCRIPTION**

A STRIP OF LAND 15 FEET IN WIDTH OVER, UNDER AND ACROSS A PORTION OF THE PROPERTY DESCRIBED IN WARRANTY DEED RECORDED UNDER INSTRUMENT NUMBER 993658, RECORDS OF BONNER COUNTY, IDAHO, LYING IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 57 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CITY OF SANDPOINT, BONNER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF LOT 4 BLOCK 1 OF TERRAPLANE PLACE, UNDER INSTRUMENT NUMBER 971472, RECORDS OF BONNER COUNTY, IDAHO; THENCE ALONG THE EAST LINE OF SAID LOT 4, NORTH 00°38'02" EAST A DISTANCE OF 189.86 FEET TO THE CENTERLINE OF THE 15 FOOT STORM WATER EASEMENT, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE, LEAVING SAID EAST LINE OF LOT 4 BLOCK 1 OF TERRAPLANE PLACE ALONG THE CENTERLINE OF SAID 15 FOOT STORM WATER EASEMENT, NORTH 30°04'19" EAST A DISTANCE OF 15.34;

THENCE, NORTH 00°38'02" EAST PARALLEL TO THE EAST LINE OF TERRAPLANE PLACE A DISTANCE OF 204.63 FEET;

THENCE, NORTH 30°04'19" EAST A DISTANCE OF 162.60 FEET;

THENCE, NORTH 00°07'37" EAST A DISTANCE OF 8.91 FEET TO THE TERMINUS POINT ON THE SOUTH RIGHT OF WAY OF SCHWEITZER CUTOFF ROAD.

WITH THE SIDE LINES OF SAID 15 FOOT STRIP LENGTHENING OR SHORTENING TO INTERSECT THE EAST BOUNDARY OF LOT 4 BLOCK 1 TERRAPLANE PLACE AND THE SOUTH RIGHT OF WAY OF SCHWEITZER CUT ROAD.

## **SURFACE AND OVERHEAD AVIGATION EASEMENT**

**THIS INDENTURE** is made this \_\_\_ day of \_\_\_\_\_, 2023 by and between Big Toy Condos, whose address is 425 Schweitzer Cutoff Road, Sandpoint, Idaho 83864 (“GRANTORS”), and Bonner County, Idaho, whose address is 1500 Highway 2, Suite 308, Sandpoint, Idaho 83864 (“GRANTEE”). The term GRANTORS as used herein includes GRANTORS’ heirs, administrators, executors, successors and assigns regardless of whether explicitly mentioned.

**WHEREAS**, GRANTORS are the fee owners of the following specifically described parcel of land situated in Bonner County, Idaho, which is hereinafter called the “EASEMENT PROPERTY” and with the legal description(s), maps, and/or drawings attached hereto and made a part hereof as Exhibit A.

**WHEREAS**, the GRANTEE is the owner and operator of the Sandpoint Airport (“AIRPORT”), situated in Bonner County, Idaho, and in close proximity to the EASEMENT PROPERTY owned by the GRANTORS; and

**WHEREAS**, the GRANTEE desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the AIRPORT, and the GRANTORS desire to grant said right;

**NOW THEREFORE**, for and in consideration of the sum of \$1.00 (dollars) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the GRANTORS, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby grant the easement described herein over and across the EASEMENT PROPERTY to the GRANTEE, its successors and assigns, for the benefit of the general public at large:

1. An easement for (i) the free, unobstructed use and passage of all types of aircraft in and through the airspace at any height or altitude above the acquired surface as described and depicted on Exhibit A hereto, and as amended or revised by any applicable airport layout plan, hereinafter referred to as the ACQUIRED SURFACE; (ii) the free, unobstructed passage of aircraft landing upon, taking off from, or maneuvering about the AIRPORT, as legally permitted by state and federal statutes, rules and/or regulations governing aircraft operations on or near airports as they now exist or may be amended or revised in the future; and, (iii) any and all activities that are inherent in the operation of aircraft.
2. The right of said aircraft to cause noise, vibrations, fumes, deposits of dust, fuel

particles (incidental to the normal operation of aircraft); fear, interference with sleep or communication, and any other effects associated with the normal operation of aircraft taking off, landing or operating in the vicinity of the AIRPORT.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include jet, propeller-driven, civil, military or commercial aircraft; helicopters, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

This easement shall remain in full force and effect until such time that the AIRPORT shall be abandoned and shall cease to be used for public airport purposes, upon which event it shall terminate automatically with no further action by any party hereto.

The rights and benefits appurtenant to the easement hereby granted include the uses, rights and restrictions as follows:

1. GRANTEE shall at all times have the free, unrestricted:

- (a) right to keep the airspace above the ACQUIRED SURFACE, clear and free from any and all fences, crops, trees, poles, buildings, and other obstructions of any kind or nature which now extend, or which may at any time in the future extend, above the ACQUIRED SURFACE;
- (b) right to remove to ground level any or all natural growths which extend on the EASEMENT PROPERTY above the ACQUIRED SURFACE, to the extent such action is reasonably necessary, in the sole discretion of GRANTEE, in furtherance of the purpose of this easement. Examples include situations in which: (i) trimming is unsafe or not reasonably possible, (ii) the species of the tree or other natural growth is too fast growing, or (iii) trimming would have a reasonable probability of killing the tree or other natural growth or causing it to become susceptible to disease;
- (c) right to remove obstructions from the EASEMENT PROPERTY. Except in cases of imminent danger to health, safety or welfare, the GRANTEE shall provide the GRANTORS reasonable advance written notice of its intent to remove any obstruction;
- (d) right to mark and light, or cause to require to be marked or lighted, as obstructions to air navigation on the EASEMENT PROPERTY, any and all buildings, structures, or other improvements, and trees or other objects, which extend into or above the ACQUIRED SURFACE;
- (e) right of ingress to, passage within, and egress from the EASEMENT PROPERTY,

for the purposes described in subparagraphs (a) through (d) above, at reasonable times and after reasonable notice; and

2. In furtherance of this easement, the GRANTORS hereby covenant, both on their own behalf and on behalf of their successors and assigns, for and during the term of this easement, as follows:

- (a) The GRANTORS shall not construct upon the EASEMENT PROPERTY any structure that extends above the ACQUIRED SURFACE.
- (b) The GRANTORS shall not promote any activity on the EASEMENT PROPERTY that is incompatible with the purpose of this easement or the AIRPORT.
- (c) The GRANTORS shall not cause to be located in the EASEMENT PROPERTY any structure or device that might create electrical interference with radio communication to or from any aircraft, create glare or make it difficult for aircraft pilots to distinguish between airport lights and other lights, impair visibility in the vicinity of the AIRPORT, or otherwise to endanger the landing, taking-off, maneuvering or flight of aircraft.
- (d) The GRANTORS shall not use the EASEMENT PROPERTY for any use that would be incompatible with the operation of the AIRPORT including, but not limited to, the following: landfills, open dumps, waste disposal sites, storm water retention ponds, creation of new wetlands, planting of crops that would attract or sustain hazardous bird movements, or any use that would be incompatible with the operation of the AIRPORT.

As additional consideration for the sum paid by GRANTEE to GRANTORS, GRANTORS hereby knowingly and irrevocably waive all claims of any nature, whether sounding in law or equity, together with any associated damages or claims for damages, that GRANTORS may now have, or ever in the future have, as against GRANTEE, caused or alleged to be caused by any of the uses, rights or restrictions granted in or appurtenant to this easement document.

GRANTORS shall, on receipt of notice from GRANTEE, sign, or cause to be signed, all further documents, do, or cause to be done, all further acts, and provide all assurances as may reasonably be necessary or desirable to give effect to the terms of this easement. GRANTORS shall, where the EASEMENT PROPERTY is encumbered by a mortgage or mortgages, facilitate obtaining the consent of all mortgagees, in the form set forth on Exhibit B hereto.



TO HAVE AND TO HOLD said easement, and all rights appertaining thereto unto the GRANTEE, its successors, and assigns, until the AIRPORT shall be abandoned and shall cease to be used for public airport purposes. It is understood and agreed that all provisions herein shall run with the land and shall be binding upon the GRANTORS, their heirs, administrators, executors, successors, and assigns until such time that the easement is extinguished.

IN WITNESS WHERE OF, the GRANTORS have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTORS PRINTED NAMES**

**SIGNATURE**

\_\_\_\_\_

\_\_\_\_\_

**STATE OF IDAHO**

**COUNTY OF \_\_\_\_\_**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public, in and for said

County, personally appeared \_\_\_\_\_ to me known to be the same person(s)

described in, and who executed the within instrument.

\_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Idaho,

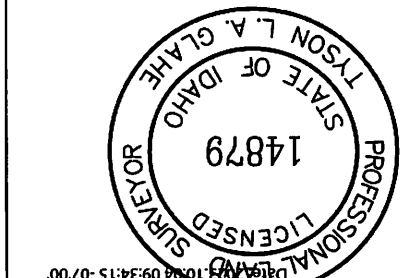
My Commission Expires: \_\_\_\_\_

When recorded please return to the following address (name and address):

SCALE: 1"=100'  
 DRAWN BY: FLAG  
 DATE: 8/18/2023  
 DWG: 23-000A  
 SHEET 1 of 1

**GIAHE & ASSOCIATES**  
 PROFESSIONAL LAND SURVEYORS  
 P.O. Box 1863  
 Sandpoint, ID 83864  
 208-265-4474

COUNTY PARCEL #RPS39170000040A



Tyson L.A. Glahé, PLS  
 Digitally signed by Tyson L.A. Glahé, PLS  
 Date: 2023.10.04 09:34:15 -07'00'

L1 N84°48'20"E - 5.08'

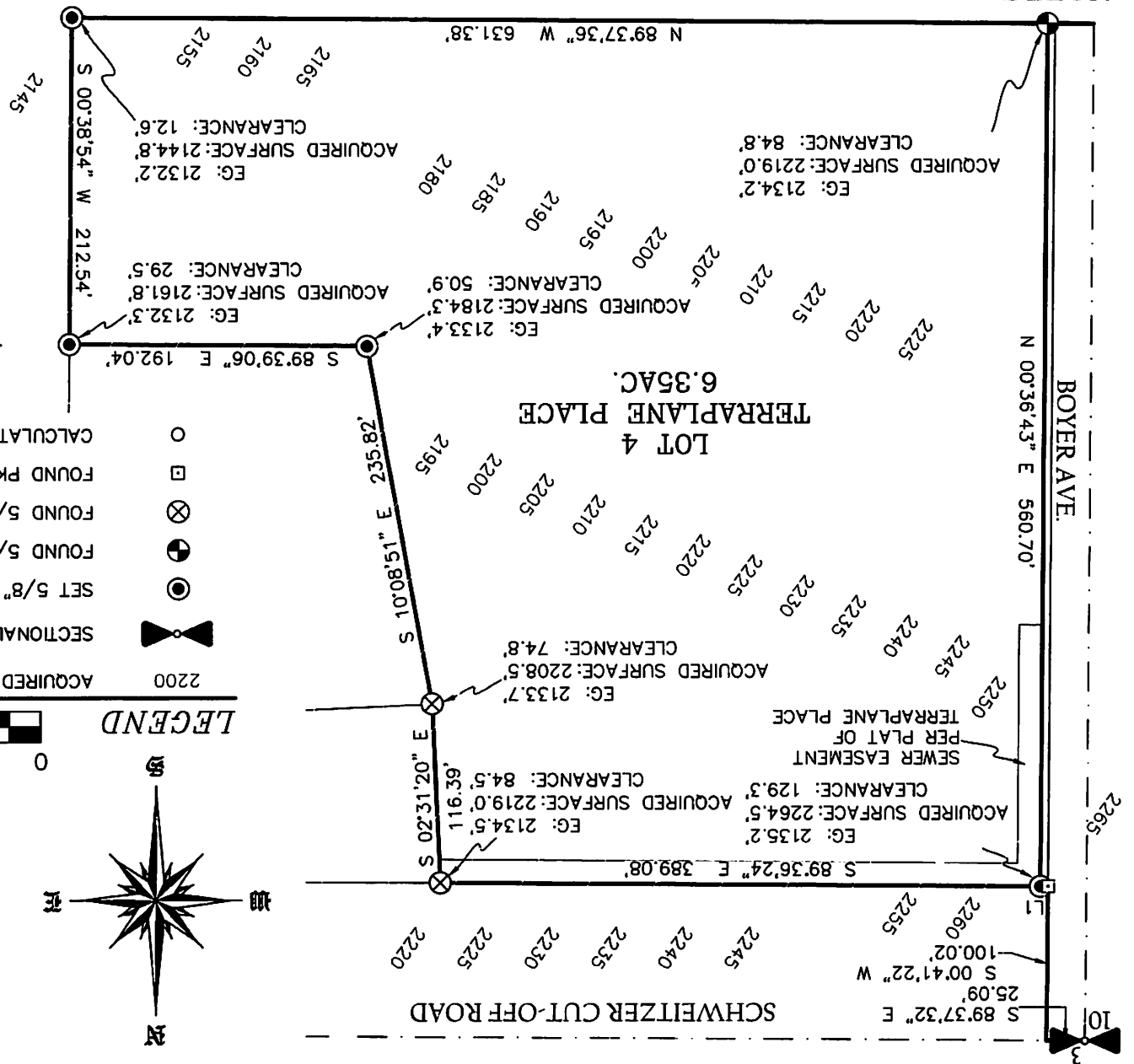
- ACQUIRED SURFACE CONTOUR 2200
- SECTIONAL 1/4 CORNER
- SET 5/8" X 24" REBAR AND CAP, PLS 14879
- FOUND 5/8" REBAR AND CAP, PLS 974
- FOUND 5/8" REBAR AND CAP, PLS 9367
- FOUND PK NAIL, PLS 9905
- CALCULATED POINT, NOTHING SET



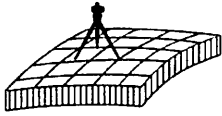
**EXHIBIT 'A'**  
 FOR  
 BONNER COUNTY  
 SANDPOINT AIRPORT  
 AVIGATION EASEMENT ACQUISITION  
 LYING IN A PORTION OF THE  
 NE¼ OF SECTION 10,  
 TOWNSHIP 57 NORTH, RANGE 2 WEST,  
 BOISE MERIDIAN, CITY OF SANDPOINT,  
 BONNER COUNTY, IDAHO

**NOTES**

- THIS SURVEY MAKES NO REPRESENTATION OF OWNERSHIP, NOR ATTEMPTS TO SHOW ALL EASEMENTS OF RECORD OR IN VIEW, NOR PHYSICAL FEATURES AND IMPROVEMENTS OF THE PROPERTY.
- ELEVATIONS SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1988 (NAVD88), COMPUTED USING GEOID18.



**LEGEND**



**GLAHE & ASSOCIATES, Professional Land Surveyors**

P.O. Box 1863  
303 Church Street  
Sandpoint, ID 83864

Phone: (208) 265-4474  
Fax: (208) 265-0675  
Website: glaheinc.com

**LEGAL DESCRIPTION**

**LOT 4 – 6.349 ACRES**

**Bonner County, Idaho**

**Section 10, Township 57 North, Range 2 West, B.M.**

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 57 NORTH, RANGE 2 WEST, BOISE MERIDIAN, BEING LOT 4, TERRAPLANE PLACE, AS RECORDED IN BOOK 15 OF PLATS, PAGE 99, INSTRUMENT NO. 971472, RECORDS OF BONNER COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 10;

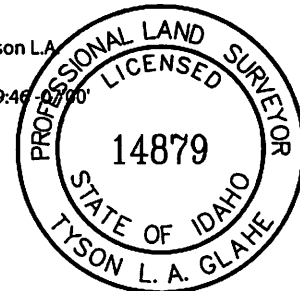
THENCE ALONG THE NORTH SECTION LINE, SOUTH 89°37'32" EAST, 25.09 FEET;  
THENCE LEAVING SAID NORTH LINE, SOUTH 00°41'22" WEST, 100.02 FEET;  
THENCE NORTH 89°48'20" EAST, 5.08 FEET TO THE NW CORNER, SAID LOT 4 AND THE POINT OF BEGINNING;

THENCE ALONG THE PERIMETER OF SAID LOT 4, THE FOLLOWING SEVEN (7) COURSES:

1. SOUTH 89°36'24" EAST, 389.08 FEET;
2. SOUTH 02°31'20" EAST, 116.39 FEET;
3. SOUTH 10°08'51" EAST, 235.82 FEET;
4. SOUTH 89°39'06" EAST, 192.04 FEET;
5. SOUTH 00°38'54" WEST, 212.54 FEET;
6. NORTH 89°37'36" WEST, 631.38 FEET;
7. NORTH 00°36'43" EAST, 560.70 FEET TO THE POINT OF BEGINNING ENCOMPASSING AN AREA OF 276,578 SQUARE FEET, (6.349 ACRES) MORE OR LESS.

**Tyson L.A. Glahe, PLS**

Digitally signed by Tyson L.A. Glahe, PLS  
Date: 2023.08.18 09:29:46 -0700



**EXHIBIT B**

**CONSENT OF MORTGAGEE**

The undersigned, the Mortgagee under that certain Mortgage dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and filed the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, as Document No. \_\_\_\_\_ in the Office of the County Recorder or Registrar of Titles in and for Bonner County, Idaho, for itself and its successors and assigns, does hereby consent to the foregoing Surface and Overhead Avigation Easement to which this Consent is attached as Exhibit B, and agrees to be bound by the terms thereof and agrees that its interest in the property described therein shall be subordinate to the covenants contained therein. In granting this consent, Mortgagee waives the right to consent to any subsequent amendment or modification of the Surface and Overhead Avigation Easement.

By \_\_\_\_\_ (signature)

<Name>

\_\_\_\_\_ (print)

<Name>

\_\_\_\_\_ (print)

<Title>

\_\_\_\_\_ <Business/Company name>

State of Idaho

ss.

County of Bonner

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the \_\_\_\_\_.

\_\_\_\_\_ (signature)

Notary Public  
Bonner County, Idaho