

Administrative Committee



Regular Meeting ~Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, October 26, 2020

3:00 PM

**Council Chambers
206 E. Third St.**

REGULAR AGENDA

1. Approval of September 28, 2020 Administrative Committee Minutes (ACTION ITEM) - Taylor Riedner

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes as presented; approve minutes with amendments; or take such other action deemed appropriate.

2. Acceptance of Berman Estate Land Donation (ACTION ITEM) – David Schott

The City of Moscow has been approached by Hoey Graham, Personal Representative of the Estate of Katrina Berman, and John H. Norton, the attorney for the estate. Mrs. Berman's Will provided for a gift of land to the City of Moscow as a small addition to the western side of Berman Creekside Park.

The parcel contains approximately 0.36 acres on the western edge of Berman Creekside Park and will add approximately thirty-two (32) feet to the western boundary of the park. This parcel lies directly west of the parcel of land previously donated to the City of Moscow in November of 1996. The proposed 0.36-acre parcel will have the same conditions as the 0.73-acre parcel donated in 1996, encumbered with a conservation easement to the Palouse Land Trust.

Under Idaho Law, any donation or transfer of real property to the City must be accepted by the City Council. Parks and Recreation Director, Dwight Curtis, and Assistant Parks and Recreation Director, David Schott, both support acceptance of the Berman Estate land donation.

PROPOSED ACTIONS: Recommend acceptance of the Berman Estate land donation, or provide staff further direction.

3. Proposal to Develop Plan to Address Potential for Gender-Neutral Restroom Conversion (ACTION ITEM) - Jen Pfiffner

At the request of the Mayor in response to inquiries and encouragement from citizens and the Human Rights Commission, City staff has conducted preliminary research to determine the potential for converting city-owned restrooms to gender-neutral facilities where feasible.

Preliminary research has been conducted to determine an approach to address that request. A review of gender-neutral restrooms in Idaho have been completed to provide background on how other municipalities have or have not addressed the conversion process. An inventory of the existing City of Moscow restroom facilities has also been completed. Facilities include City

occupied buildings, City owned but not occupied buildings, and City parks facilities. Should staff receive direction to develop a plan, additional considerations initially identified (certainly not limited to) would include safety, privacy, number of fixtures, accessibility, etc. Additional considerations would include costs for conversion.

Staff is seeking City Council direction to develop a phased planning approach for conversion of existing City restrooms to gender-neutral restrooms.

PROPOSED ACTIONS: Recommend Council approval to develop a phased planning approach for conversion of existing City restrooms to gender-neutral restrooms, or provide staff further direction.

REPORTS

Water Conservation Program Report – Nichole Baker

ADJOURN

NOTICE: Moscow City Council and committee meetings are televised, videotaped and/or recorded. Individuals attending the meeting who require special assistance to accommodate physical, hearing, or other impairments, please contact the City Clerk, at (208) 883-7015 or TDD 883-7019, as soon as possible so that arrangements may be made.

Administrative Committee



Regular Meeting ~Minutes~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

Monday, October 12, 2020

4:00 PM

**Council Chambers
206 E. Third St.**

The meeting was called to order at 4:30 p.m.

PRESENT: Art Bettge, Maureen Laflin, Anne Zabala (virtual)

OTHERS: Mayor Bill Lambert, Council Member Taruscio, Council Member Kelly

STAFF: Gary J. Riedner, Mia Bautista (virtual), Bill Belknap, Jen Pfiffner (virtual), Taylor Riedner (virtual), Laurie M. Hopkins (virtual)

REGULAR AGENDA

1. Approval of August 24, 2020 Administrative Committee Minutes (ACTION ITEM) -Taylor Riedner

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes, amend minutes or provide staff further direction.

The minutes were approved as presented.

2. Compensation and Benefit Structure Personnel Policies (ACTION ITEM) - Jen Pfiffner

Updates to the City of Moscow Personnel Policies continue. Compensation and Benefit Structure includes policies addressing employee classification, salary administration, compensation, benefits, and work period. Policy sections will continue to be presented for review. The current Personnel Policy manual will remain in place until all policies have been reviewed and approved.

PROPOSED ACTIONS: Recommend approval of the Compensation and Benefits Structure Personnel Policies or provide staff further direction.

Pfiffner presented the item as written above and provided additional definitions of changes. Employee Compensation will be updated to reflect current practices and to include Idaho Counties Risk Management Program (ICRMP) language to define employee types. Currently, the City has one position at 30 hours per week that has access to benefits proportionate to their hours worked, two positions at 19 hours or less which do not have access to benefits, and 160 full time employees. Seasonal employees work roughly 5 months out of the year and a majority of them are on a parent's insurance still. The average insurance cost of \$672 per month per employee. It would be difficult to determine how much interest as well as cost of the benefit to extend the insurance coverage to part time employees. The Salary Administration section covers how employees are hired on the pay schedule and to better reflect current practice. Compensation and Benefit Structure is a new policy that was recommended by ICRMP to comply with state and federal pay acts. Performance compensation comes to the Council during the budget process after the Finance Department calculates cost of living and performance increase and divide that amongst each department. The AMPS evaluation is based on a curve and employees that receive a higher evaluation receive more in compensation than those that receive a lower evaluation. Benefits have been updated to reflect current practices as well as language

in relation to the different employee types and the effective date of insurance coverage. The Work Period section changes will assist with accuracy of timesheets, especially for those that work weekends, reduce additional paperwork needed to adjust timesheets, and ease the use of current payroll programs. The Committee recommended approval and that it be placed on the Council consent agenda.

REPORTS

Winter Event Update – Jen Pfiffner

The Winter Carnival includes events such as the parade, tree lighting, breakfast with Santa etc., and typically involve large gatherings. Due to these large gatherings and the impact of COVID, it is determined that such events will be cancelled and research is being done to see how people can still be involved through other alternatives and activities. The Community Events Department is still accepting applications for event permits as suggested by City Council and evaluating them on a case by case basis.

ADJOURN

The meeting adjourned at 4:23 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, October 26, 2020



RESPONSIBLE STAFF

David Schott, Assistant Parks and Recreation Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Acceptance of Berman Estate Land Donation (ACTION ITEM) – David Schott

DESCRIPTION

The City of Moscow has been approached by Hoey Graham, Personal Representative of the Estate of Katrina Berman, and John H. Norton, the attorney for the estate. Mrs. Berman's Will provided for a gift of land to the City of Moscow as a small addition to the western side of Berman Creekside Park.

The proposed 0.36-acre parcel will have the same conditions as the 0.73-acre parcel donated in 1996, encumbered with a conservation easement to the Palouse Land Trust. The conservation easement will prevent the property from being subdivided. The conservation easement on the proposed property also includes restrictions on construction and alteration of the land.

The placement or construction of any buildings, structures, or other improvements of any kind is restricted with the exceptions for those structures necessary for members of the public to fully and substantially enjoy the property for low impact recreational and natural area purposes. This would include such amenities as paths, walkways, benches, trash cans, and picnic areas with a maximum square footage of 360 feet. The alteration of the natural lay of the property and only such surface disturbance as is necessary to construct the improvements as described herein.

Under Idaho Law, any donation or transfer of real property to the City must be accepted by the City Council. Parks and Recreation Director, Dwight Curtis, and Assistant Parks and Recreation Director, David Schott, both support acceptance of the Berman Estate land donation.

STAFF RECOMMENDATION

Recommend acceptance of the Berman Estate land donation.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend acceptance of the Berman Estate land donation, or provide staff further direction.

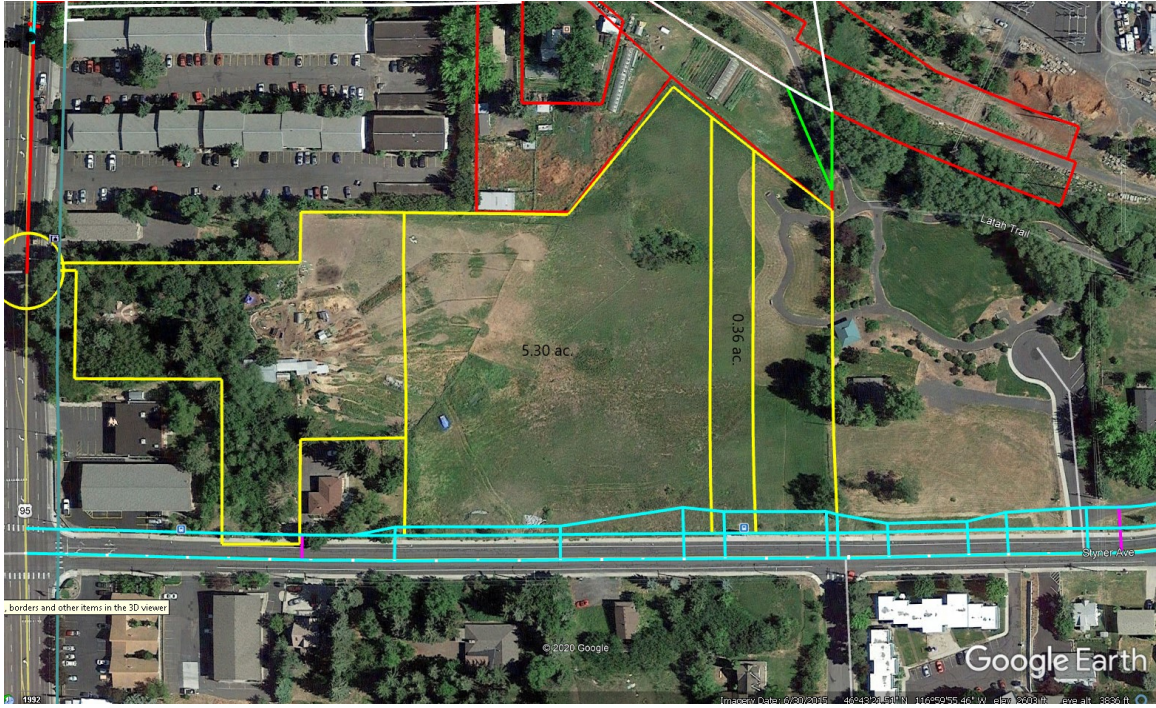
FISCAL IMPACT

N/A

PERSONNEL IMPACT

ATTACHMENTS

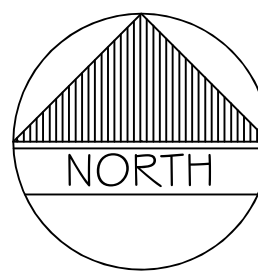
1. Rim Rock Aerial Preliminary
2. Berman Parcel ROS - PRELIMINARY
3. NortonLetterKatrinaBermanBequest



T 39 N, R 5 W, S 17

RECORD OF SURVEY

A Conservation Easement and Division of
Land Located in the W1/2 of the W1/2 of
Section 17, T39N, R5W, Boise Meridian
City of Moscow, Latah County, Idaho



ORIGINAL SCALE : 1" = 100 FEET
CADD FILE : Berman Parcel ROS.dwg

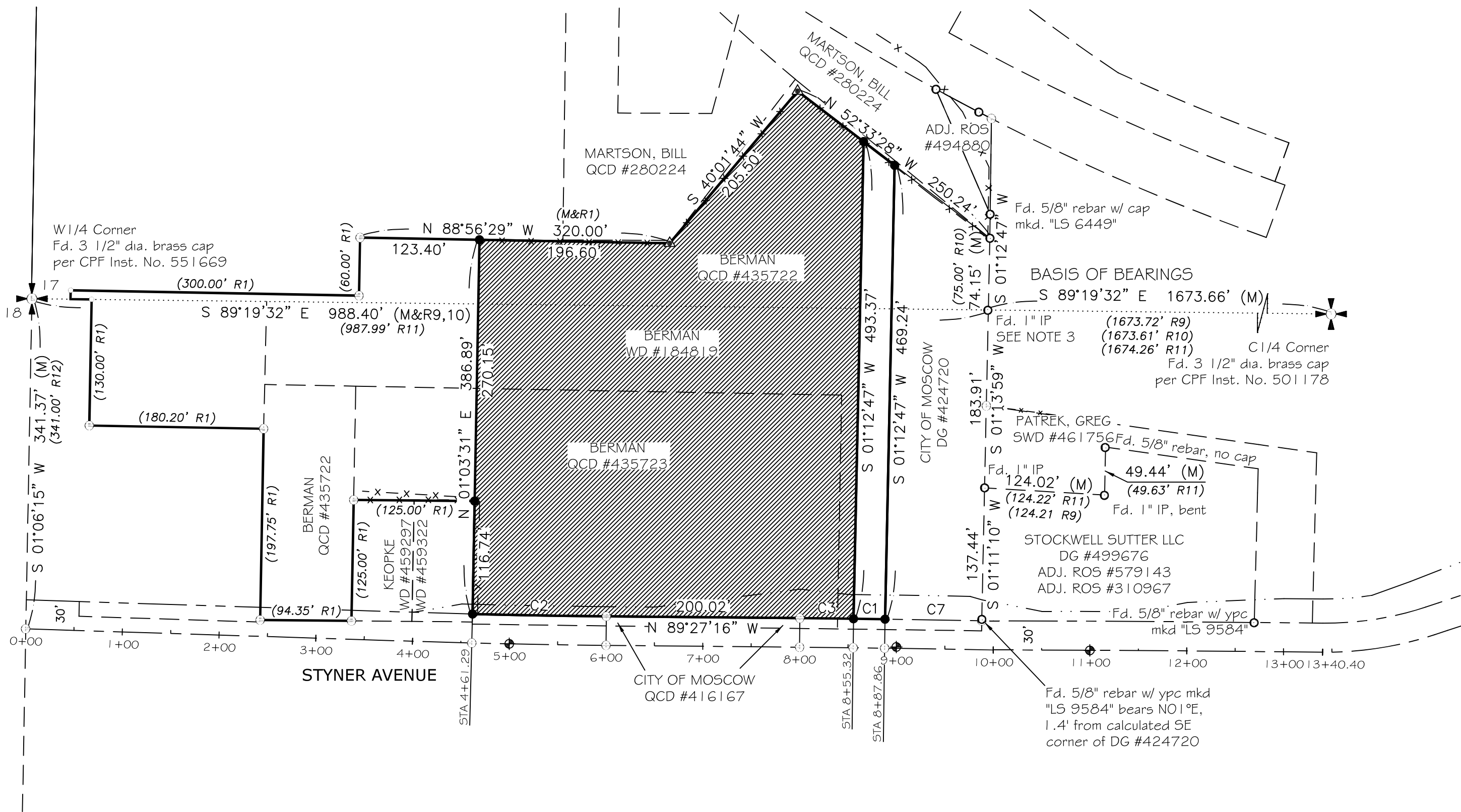
LEGEND

- Set 5/8" X 30" long rebar w/ aluminum cap LS 17534
- Found Property Corner as Described
- ⊕ Found Centerline Monument - 2" aluminum cap
- ▲ Found fence post at location of property corner
- Calculated Position - Nothing Found or Set
- ⊕ Found Section or 1/4 Section Corner
- (M) Measured
- (R) Record Per References

- Subject Property Boundary Line
- Section Line
- Section Subdivision Line
- City Street Centerline
- City Street Right of Way Line
- Permanent Construction Easement Line
- Deed Line
- x - x - x - Fenceline
- ▨ Conservation Easement

BASIS OF BEARINGS

The Basis of Bearings for this survey is the Idaho Coordinate System, West Zone, NAD 83, as shown between the found west quarter corner and the found center quarter corner of Section 17, said bearing being S 89°19'32" E.



SURVEYOR NARRATIVE

- The purpose of this survey is to create a 0.36 acre parcel, more or less, and to create a conservation easement from the parcel of land described in Instrument Numbers 184819, 435722, & 435723.
- According to the adjacent land owner, Bill Martson, the fence running along the north property line has always been used as the property line. Mr. Martson's family moved to Moscow in 1953 and rebuilt the fence where it stood. This survey will use the existing fence corners as the property corners.
- The iron pipe found bears S62°W, 0.67 feet from record position. This survey will use the calculated position for description purposes.
- Styner Avenue is located at the found centerline monuments.
- The west half of the Berman parcel was not surveyed per client's request.

SURVEY REFERENCES

- Warranty Deed, Inst. No. 184819
- Quitclaim Deed, Inst. No. 435722
- Quitclaim Deed, Inst. No. 435723
- Deed of Gift, Inst. No. 424720
- Quitclaim Deed, Inst. No. 416167
- Warranty Deed, Inst. No. 459322
- Warranty Deed, Inst. No. 459297
- Quitclaim Deed, Inst. No. 280224
- Record of Survey, Inst. No. 310967, PLS 3003, 1980
- Record of Survey, Inst. No. 494880, PLS 6449, 2005
- Record of Survey, Inst. No. 579143, PLS 9584, 2016
- Styner Avenue - L.I.D. 113 Roadway Plan, PE 6895, 1994

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	32.58'	20029.81'	S 89°14'58" E	32.58'
C2	138.24'	8600.33'	S 88°59'42" E	138.24'
C3	55.41'	20029.81'	S 89°22'31" E	55.41'
C4	138.15'	8617.27'	N 88°59'41" W	138.15'
C5	5.56'	20054.81'	N 89°18'12" W	5.56'
C6	32.58'	20054.81'	S 89°14'56" E	32.58'
C7	100.00'	20029.81'	S 89°03'35" E	100.00'

SURVEYOR CERTIFICATION

This map correctly represents a survey made by me or under my direction in conformance with the Survey Recording Act. This survey map was prepared at the request of Charles Graham, in October, 2020.

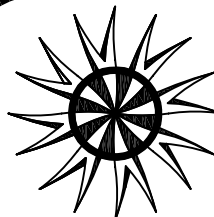
PRELIMINARY
NOT FOR RECORDING

PROFESSIONAL LAND SURVEYOR
LICENSED
17534
STATE OF IDAHO
MICHAEL E. DAHLIN

Michael E. Dahlin - Idaho Professional Land Surveyor

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH
RECORDED AT THE REQUEST OF _____
AT _____ THIS _____ DAY OF _____
RECORDER _____
DEPUTY _____



RIM ROCK CONSULTING, INC.

Land Surveying
Site Planning
Mapping

129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

SHEET

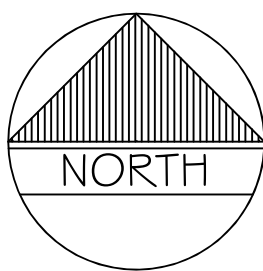
1
OF
2

DATE	STATE	COUNTY	PROJECT	DRAWN BY
OCTOBER 2020	ID	LATAH	BERMAN LD & CONSERVATION EASEMENT	TMH

T 39 N, R 5 W, S 17

RECORD OF SURVEY

A Conservation Easement and Division of
Land Located in the W1/2 of the W1/2 of
Section 17, T39N, R5W, Boise Meridian
City of Moscow, Latah County, Idaho



ORIGINAL SCALE : 1" = 50 FEET
CADD FILE : Berman Parcel ROS.dwg

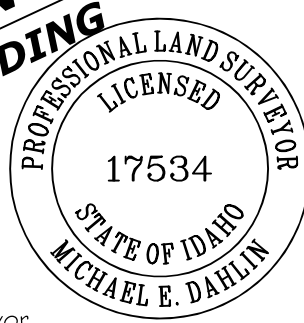
LEGEND

- Set 5/8" X 30" long rebar w/ aluminum cap LS 17534
- Found Property Corner as Described
- ⊕ Found Centerline Monument - 2" aluminum cap
- ▲ Found fence post at location of property corner
- Calculated Position - Nothing Found or Set
- ⊕ Found Section or 1/4 Section Corner
- (M) Measured
- (R) Record Per References
- Subject Property Boundary Line
- Section Line
- Section Subdivision Line
- City Street Centerline
- City Street Right of Way Line
- Permanent Construction Easement Line
- Deed Line
- x - x - x - Fenceline
- ▨ Conservation Easement

SURVEYOR CERTIFICATION

This map correctly represents a survey made by me or under my direction in
conformance with the Survey Recording Act. This survey map was prepared
at the request of Charles Graham, in October, 2020.

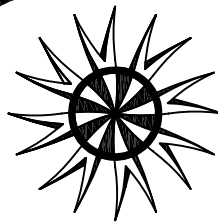
PRELIMINARY
NOT FOR RECORDING



Michael E. Dahlin - Idaho Professional Land Surveyor

COUNTY RECORDER CERTIFICATE

STATE OF IDAHO, COUNTY OF LATAH
RECORDED AT THE REQUEST OF _____
AT _____ THIS _____ DAY OF _____
RECORDER _____
DEPUTY _____



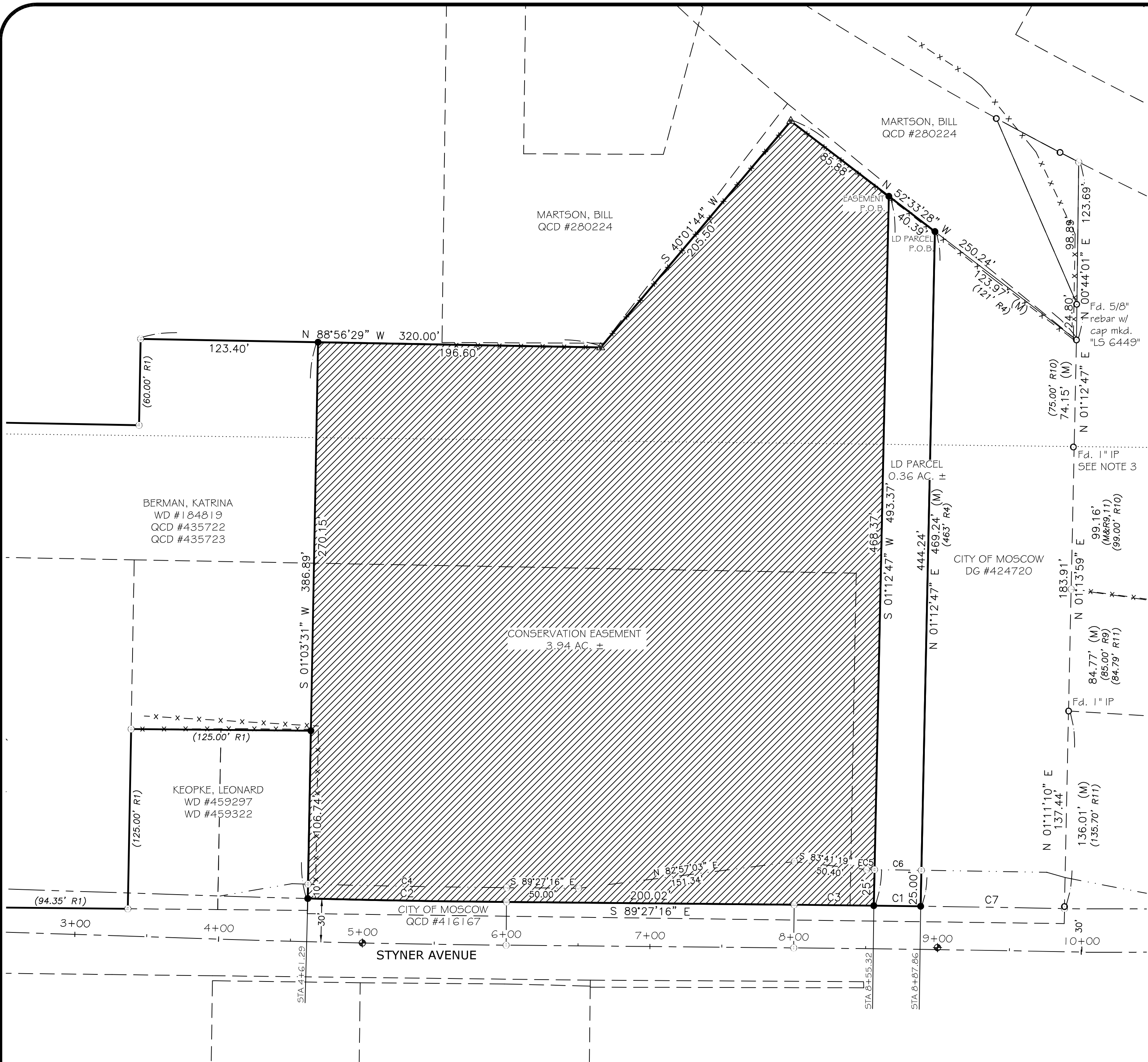
RIM ROCK CONSULTING, INC.

Land Surveying
Site Planning
Mapping

129 West 3rd Street #102 Moscow, Idaho 83843 208-883-5339 rimrock@rimrockconsulting.net

SHEET

2
OF
2



DATE	STATE	COUNTY	PROJECT	DRAWN BY
OCTOBER 2020	ID	LATAH	BERMAN LD & CONSERVATION EASEMENT	TMH

JOHN H. NORTON

ATTORNEY AT LAW
1522 BORAH AVE.
MOSCOW, ID 83843

1-208-882-5169
attorneynorton@moscow.com

PRACTICING IN IDAHO
AND WASHINGTON

September 9, 2020

Mia Bautista
City Attorney
City of Moscow
P.O. Box 9203
Moscow, ID 83843

Lovina Englund
Executive Director
Palouse Land Trust
PO Box 8506
Moscow, ID 83843

Re: Bequests of Katrina Berman, deceased
Latah County Probate Case# - CV2012-1019
Charles Graham, Personal Representative

Dear Mia and Lovina,

I represent Charles Graham, the Personal Representative of the Estate of Katrina Berman. This may be new territory for Mia, but Lovina is familiar with the fact that Mrs. Berman's Will provided for a gift of land to the City of Moscow as a small addition to the western side of the Berman Creekside Park. The Will also provides that such gift to the City come after placement of a conservation easement on the property. I do believe Gary Riedner is also aware of this gift.

Mrs. Berman's Last Will and Testament, a copy of which is attached, was admitted to probate in the above Latah County probate proceeding in 2012 and remains under informal administration with Mr. Graham serving as the personal representative. A copy of the Letters Testamentary is attached. In her Will, Mrs. Berman stated:

1.07 Specific Bequest I direct my Personal Representative to grant to the City of Moscow the small strip of land next to the parcel I previously donated to the City of Moscow. This parcel contains approximately .36 acres on the east side of my property, directly west of the .73 acre parcel currently owned by the City of Moscow which is directly east of my property. I direct this bequest be made whether the property is owned by Berman Family Limited Partnership or myself. I further direct my personal representative to place a conservation easement on any property given to the City of Moscow such that it may not be subdivided.

Prior to Mrs. Berman's death, and as noted in the quote above, she had created a limited partnership for tax planning purposes and placed some of her real property into that partnership. This created a cloud upon the Estate's claim to fee simple title and conflicted with her intent to gift the additional .36 acres of land in order to expand the Park.

Recently, in response to a Petition filed by the Estate, which Petition was not contested, Magistrate Marshall entered an Order, among other relief, Quieting Title to the land in the partnership in the name of the Estate of Katrina Berman and directing the Estate to begin preparations for transfers to the City and the conservation easement called for in the Will. The pertinent part of the Order states:

1. IT IS HEREBY ORDERED, DECREED AND ADJUDGED THAT:

All right title and interest in the real property legally described in the attached Exhibit A is hereby quieted in and vested solely and exclusively in the Estate of Katrina Voorhees Berman. This ORDER shall act and have the same effect as a final Judgment Quieting Title in fee simple in the Estate of Katrina Voorhees Berman for the real property legally described in Exhibit A as against the entity named the Berman Limited Partnership. The Estate may record this ORDER in the records of Latah County as a judgment.

2. IT IS FURTHER ORDERED that the entity known as the Berman Limited Partnership, the same being the entity acting under a certificate of organization originally filed with the Secretary of the State of Idaho on August 4th, 1997, is hereby terminated and shall be deemed void ab initio. The Estate is authorized to file with the Secretary of the State of Idaho any documents as may be necessary to formally terminate such entity.

3. IT IS FURTHER ORDERED that the Estate effectuate transfer of the easternmost .36 acre portion of the Estate's real property to the City of Moscow, encumbered with a conservation easement to the Palouse Land Trust.

A copy of the full Order is attached.

We have asked Moscow Title Company to prepare an updated title commitment showing, we assume, clear title in the name of the Estate of Katrina Berman. A copy of the prior title commitment by Moscow Title, showing an ownership interest in the Berman Limited Partnership, is being updated to reflect the Court's Order quieting title in the Estate. We will share this update with you as soon as we receive it.

Further, the Estate has engaged Rim Rock Consulting to prepare a survey of the .36 acres. This will provide the Estate with a legal description, and we have asked Rim Rock to stake the new property boundary line which will form the new western boundary of Berman Creekside Park, assuming the City accepts the gift, making visual inspection possible.

As stated in the Will, and the Court's Order, it was Mrs. Berman's desire that the land gifted to the City was to be encumbered with a conservation easement. As such, a condition of the gift would be that the City accept such encumbrance as part of the gift of land. Fortunately, the earlier gift of land made to the City by Mrs. Berman came with the same proviso. Thus, there currently exists a conservation easement on a portion of the Berman Creekside Park and we are hopeful the same terms will be acceptable to all parties. It is our understanding that the Palouse Land Trust is willing simply to consider an extension of the existing easement. A copy of the existing recorded conservation easement is attached.

Based upon the Court's Order creating a pathway for completion of Mrs. Berman's wishes, it is time for us to contact you both and ask that each of you proceed with the steps necessary to bring this matter to the Council, or the Board in the case of the Land Trust, and make a determination as to whether each entity will accept the gift.

Mr. Graham and I are available to answer any questions that arise. (Mia, you are welcome to contact Mr. Graham without my consent, and the same is true for any City official.) If you need further documentation, I may be in a better position than Mr. Graham to quickly provide that information. I will get the title commitment to you as soon as I have it, and the same is true of the preliminary survey. I can prepare the Personal Representative's Deed and we will all coordinate efforts to create an extension of the existing easement.

Mr. Graham and I understand that you both have procedures to follow in ultimately bringing these matters for a vote and would like to urge that you move this process along as soon as possible.

Again, let us know how best we can assist. We look forward to working with you both.

Sincerely,

A handwritten signature in black ink, appearing to read "John H. Norton", written in a cursive style.

John H. Norton

Last Will and Testament

OF

KATRINA V. BERMAN

I, **KATRINA V. BERMAN**, of Latah County, Idaho, make my Last Will and Testament, revoking all previous wills and codicils. I am a widow. I have four (4) children born unto me, namely, **JONATHAN D. BERMAN**, **MATTHEW D. BERMAN**, **DEBORAH V. BERMAN**, and **JUDITH E. BERMAN**, all legal age. All references to my children are to such children and to any child subsequently born to or legally adopted by me.

ARTICLE 1: SPECIFIC GIFTS.

1.01 Personal and household effects.

(a) Gift by Written Statement. I give my personal and household effects of every kind, including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glassware, jewelry, wearing apparel, boats, automobiles and other vehicles, in accordance with a written statement signed by me or in my handwriting which I intend to leave at my death.

(b) Contingent Gift. I give all of such property not effectively disposed of by such written statement to my children who survive me, to be divided among them, as they shall agree, or, if they shall fail to agree within six (6) months after the appointment of my personal representative, to be divided among them in portions of approximately equal value, as determined by my personal representative.

1.02 Ademption. Except as expressly provided to the contrary, the gift of any item of property under this Article 1 shall fail to the extent that I do not own such property at my death.

1.03 Lapse. If the gift of any item of property under this Article 1 fails or lapses, such property shall become a part of my residuary estate and shall be distributed as provided in Article 2.

1.04 Personal Representative's Decision Final. All matters pertaining to identification, distribution or division of property given by this Article 1 shall be determined by my personal representative, and its determinations shall be final and binding upon all persons having any interest in my estate.

1.05 Specific Bequest. I hereby direct that all alpacas that I own at the time of my death and any shelters for them be given to my daughter, DEBORAH V. BERMAN.

1.06 Specific Bequest. I give all of my property, both real and personal, that is located on Quadra Island in British Columbia, Canada to my children, equally, share and share alike, by representation. Before this bequest is completed, however, I direct my personal representative to place a conservation covenant upon said property. The larger parcel containing approximately 50+ acres shall have a conservation covenant placed against it such that the property may not be subdivided. The smaller parcel, consisting of approximately 10 acres, shall have a conservation covenant placed against it that precludes placing structures or other physical improvements upon the property, as well as prohibiting subdivision of the property. To the extent that conservation covenants must be bequeathed to a charitable organization, I give those conservation covenants rights to the Quadra Island Conservancy and Stewardship Society.

1.07 Specific Bequest I direct my Personal Representative to grant to the City of Moscow the small strip of land next to the parcel I previously donated to the City of Moscow. This

parcel contains approximately .36 acres on the east side of my property, directly west of the .73 acre parcel currently owned by the City of Moscow which is directly east of my property. I direct this bequest be made whether the property is owned by Berman Family Limited Partnership or myself. I further direct my personal representative to place a conservation easement on any property given to the City of Moscow such that it may not be subdivided.

1.08 Specific Bequest. I direct that my personal representative place a conservation easement on the remainder of my property in Latah County located within the City limits of the City of Moscow, such that the property may not be developed and shall be managed in a manner that sustains itself through permaculture methods.

1.09 Specific Bequest. I direct that my Personal Representative enter into a two year lease, from the date of my death, with Suvia Judd and Deborah V. Berman, at then current market rates, for my Moscow, Idaho real property. The rental rate shall be the fair market rental rate for a residence and property subject to the conservation easement set out in Paragraph 1.08 herein. This is so that they have a place to live and continue the Alpaca venture.

1.10 Specific Bequest. I give Suvia Judd and Deborah V. Berman an Option to Purchase my real property located in Latah County within the City limits of the City of Moscow (excluding the small parcel of property being given to the City of Moscow). The Option must be exercised within a two-year period following my death, and may be exercised by both Suvia Judd and Deborah V. Berman, or by either one. The purchase price shall be the fair market value of the real property subject to the conservation easement set out in Paragraph 1.08 herein. The terms of the sale shall consist of no money down, and equal payments of the purchase price and accrued interest to be paid in equal payments on a monthly basis over a ten-year period. The interest rate shall be the market interest rate at the time the Option to Purchase is exercised.

ARTICLE 2: RESIDUARY ESTATE.

2.01 Definition of Residuary Estate. All the residue of my estate, real and personal, tangible and intangible, including any community property over which I have the right of testamentary disposition, but excluding property over which I may have a power of appointment, shall constitute and be referred to in this will as my "residuary estate."

2.02 Gift of Residuary Estate. I give my residuary estate as follows:

I give one-fifth (1/5) of my residuary estate to each of my children, JONATHAN D. BERMAN, MATTHEW D. BERMAN, DEBORAH V. BERMAN, and JUDITH E. BERMAN, by representation, equally, share and share alike.

I give one-fifth (1/5) of my residuary estate to all of my grandchildren, by representation, equally, share and share alike.

ARTICLE 3: APPOINTMENT AND SUCCESSION OF FIDUCIARIES.

3.01 Personal Representative.

(a) Designation. I nominate as my personal representative JOHN HOLLAND.

(b) Succession. In the event a vacancy exists, for any reason, in the office of personal representative, I nominate as substitute personal representatives, to act successively: CHARLES L. GRAHAM of Moscow, Idaho; DAYTON ^{Voorhees} ~~BERMAN~~ ^{KVB}

3.02 Powers of Substitute Fiduciaries. Every substitute fiduciary shall have all the title, rights, powers, privileges and duties herein conferred or imposed upon the original fiduciary without any act of conveyance or transfer. No substitute fiduciary shall be obligated to examine the accounts, records and acts of any previous fiduciary or any allocation of my estate or any trust estate,

nor shall such substitute fiduciary be required to proceed against a previous fiduciary for any act or omission to act on the part of such previous fiduciary.

3.03 Ancillary Fiduciaries. If it shall be necessary for a representative of my estate to qualify as a fiduciary in any jurisdiction other than my domicile, I appoint as ancillary fiduciary in such jurisdiction such person, bank or trust corporation (including my domiciliary personal representative) as may be designated in writing by my domiciliary personal representative. Such ancillary fiduciary shall have in such other jurisdiction all the rights, powers, privileges and immunities conferred upon my fiduciaries under this will and under the laws of such other jurisdiction.

3.04 Bonds Waived. I direct that each fiduciary, including substitutes, shall be permitted to qualify without the necessity of giving a bond or other undertaking in this or any other jurisdiction for the faithful performance of such fiduciary's duties, or if any bond shall be required by law, statute or rule of court, without the necessity of sureties thereon.

ARTICLE 4: PAYMENT OF TAXES AND EXPENSES.

All expenses of administering my estate and all inheritance, estate and similar taxes payable by reason of my death, including taxes with respect to property not passing under this will, shall be paid, without right of contribution from any person, by my personal representative out of my residuary estate.

ARTICLE 5: ADMINISTRATION OF ESTATE.

5.01 No Supervised Estate Administration. If any person interested in my estate shall petition for supervised administration, such administration shall not be ordered unless the

court finds that changed circumstances which I could not have anticipated would require supervised administration to protect the interests of my estate and its beneficiaries.

5.02 Administrative Powers of Personal Representative. In addition to the powers it would otherwise have by reason of any statute or rule of law, my personal representative shall have power, without prior authorization or approval of any court, to do everything it shall consider advisable in the management of my estate, including actions not specifically authorized by statute or rule of law.

ARTICLE 6: CONSTRUCTIONAL RULES.

6.01 Issue. "Issue" means all persons who are descended from the person referred to for purposes of intestate succession as determined under the laws of Idaho as those laws exist on the date of my death. However, for the purposes of the foregoing, an adopted person shall be considered as descended from the person referred to only if he has been adopted while under the age of eighteen (18).

6.02 Determination of Distributees. If under any provision of this will a distribution of my estate is to be made to the issue of any person, my personal representative shall make distributions to those persons whom it believes, after making such inquiry as it thinks reasonable, to be the persons so described, or if after making such inquiry it believes there is no such person, it may act upon such belief. My personal representative shall not be obliged to secure judicial ascertainment of the identity of such issue or the lack thereof and shall be immune from all liability which it might otherwise incur by reason of making distribution without the aid of judicial settlement or decree.

6.03 Order of Deaths. If any person dies within thirty (30) days after my death or under such circumstances that there is not, in the judgment of my personal representative, whose

decision shall be conclusive, sufficient evidence to determine whether such person has died within thirty (30) days after my death, I shall be deemed to have survived such person.

6.04 Court Decrees. All decrees of adoption of persons under the age of eighteen (18) when such decrees are rendered and all decrees of divorce at any time rendered by courts of record shall be considered valid for all purposes of this will and codicils to this will.

6.05 Child in Gestation. A child in gestation who is later born alive shall be considered as a living child throughout the period of gestation.

6.06 Personal Representative. Unless a contrary meaning or reference shall be expressly indicated or clearly implied from the context, the terms "personal representative" and the pronoun "it" in reference to personal representative always refer interchangeably to the male or female person or persons or to the institution or any combination of them then acting as my personal representatives.

6.07 Governing Law. The laws of Idaho shall govern all questions as to the validity and construction of this will.

6.08 Other Principles of Construction. Words in any gender shall be deemed to include the other genders; the singular shall be deemed to include the plural and vice versa; the word "give" shall also mean devise and bequeath but shall not mean appoint; the words "pay" and "distribute" shall also mean assign and convey; and the table of contents, headings and paragraph titles are for guidance only and shall have no significance in the interpretation of this will.

IN WITNESS WHEREOF I have hereunto set my hand and published and declared this to be my Last Will and Testament dated this 24th day of January, 2008.

Kathrina V. Berman
KATRINA V. BERMAN

The foregoing instrument, consisting of 8 pages, including this additional page, was at the date thereof by KATRINA V. BERMAN, the Testatrix named herein, signed, sealed and published as, and declared by her to be her Last Will and Testament, in the presence of us, who at her request and in her presence, and in the presence of each other, and who being of the opinion that she at the time of executing this Will, was of sound and disposing mind and memory, and not acting under duress, menace, fraud or undue influence of any person, have subscribed our names as witnesses thereto.

[Signature] 1/24/08 residing at Moscow Idaho
May F. Ustborg 1/24/08 residing at Moscow Idaho

JOHN H. NORTON, ISBN 2520
Attorney at Law
Kenworthy Plaza 5
127 South Washington
Moscow, ID 83843
(208) 882-5169

CASE NO. CV-2012-1019

2012 OCT 16 PM 1:02

CLERK OF DISTRICT COURT
LATAH COUNTY

BY Da

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH

In the Matter of the Estate)

Case No. CV-2012-1019

Katrina Voorhees Berman,)

LETTERS TESTAMENTARY

Deceased.)

Charles Graham, duly appointed and qualified as general personal representative of the estate of the above-named decedent on the 16th day of October, 2012, by the above-entitled Court, with all authority pertaining thereto. The administration of this estate is unsupervised.

These Letters are issued to evidence the appointment, qualification, and authority of said personal representative.

WITNESS my signature and seal of this Court this 16th day of October, 2012.

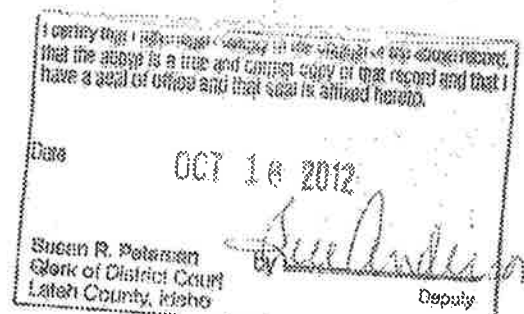
RANDALL W. ROBINSON

Magistrate

C:\probate\Berman.testlet.pr2

LETTERS TESTAMENTARY

CERTIFIED COPY



JOHN H. NORTON, ISB#2520
Attorney at Law
5 Kenworthy Plaza
109 South Washington
Moscow, ID 83843
(208) 882-5169
attorneynorton@moscow.com

Filed: 08/04/2020 16:13:39
Second Judicial District, Latah County
Henrienne K. Westberg, Clerk of the Court
By: Deputy Clerk - Lynd, Peggy

**IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF LATAH**

In the Matter of the Estate of:	)	Case No. CV-2012-1019
	)	
	)	
	)	
KATRINA VOORHEES BERMAN,	)	1. ORDER QUIETING TITLE TO REAL
	)	PROPERTY IN THE ESTATE
Deceased.	)	OF KATRINA V. BERMAN
	)	
	)	2. ORDER AUTHORIZING SURVEY,
	)	APPRAISAL AND
	)	REAL PROPERTY TRANSFERS
	)	TO THE CITY OF MOSCOW
	)	AND THE PALOUSE LAND TRUST
	)	
	)	3. ORDER GRANTING AN OPTION
	)	TO PURCHASE REAL PROPERTY
	)	FOR SUVIA JUDD AND DEBORAH
	)	BERMAN, AND MAKE
	)	DISTRIBUTION
	)	

The Estate of Katrina Voorhees Berman, deceased, through the Estate's Personal Representative Charles Graham, petitioned this Court to review and effectuate portions of the terms of the decedent's Last Will and Testament admitted to informal probate in the above matter. The Court has reviewed the file in this matter, the Petition to Quiet Title, et. seq., the supporting briefs of the Estate and heir Suvia Judd, and upon notice properly and duly given to

**ORDER TO QUIET TITLE TO REAL PROPERTY, CONVEY CONSERVATION
EASEMENTS AND SELL OR DISTRIBUTE PROPERTY--1**

all interested parties with an opportunity to be heard and object, oral argument was held and participated in by Estate's attorney John Norton and its Personal Representative Charles Graham, Laurene Sorenson for Suvia Judd, and Jonathan Berman, heir, in his individual capacity.

At the close of the hearing, the Court provided an additional two week period for the non-appearing heirs of the Estate, being the children (Jonathan Berman excepted) and grandchildren of the decedent, to respond to the brief filed by Laurene Sorenson on behalf of Suvia Judd on the 29th day of June, 2020.

The Court has had a opportunity to review this matter in full and it appears that there is no objection to this Court granting the relief sought under the Petition to Quiet Title, et. seq. The entity known as the Berman Limited Partnership was never properly formed and should be terminated so as not to frustrate and contravene the explicit terms and conditions provided in the Last Will and Testament of the decedent. As such, title to the real property of the Estate should be cleared and quieted in fee simple in the Estate. It further appears that three provisions of the Last Will and Testament regarding the real property, now quieted in the Estate, ought to be effectuated. First, the Will provides for transfer of a small parcel to the City of Moscow encumbered by a conservation easement. Second, the Will also provides for a transfer of a conservation easement on the remaining portion of the real property, but only as to that portion of such real property as may be suitable and acceptable for such conservation easement. Third, it appears that provisions in the decedent's Will to provide an option to purchase the real property granted to Suvia Judd and/or Deborah Berman can only now be effectuated. It is determined that application of the two (2) year period within which the option was to have been exercised would bar Suvia Judd and/or Deborah Berman from deriving the benefit of an option to purchase the Estate's real property as contemplated by the Will.

ORDER TO QUIET TITLE TO REAL PROPERTY, CONVEY CONSERVATION EASEMENTS AND SELL OR DISTRIBUTE PROPERTY—2

THEREFORE, IT IS ORDERED as follows:

1. IT IS HEREBY ORDERED, DECREED AND ADJUDGED THAT:

All right title and interest in the real property legally described in the attached Exhibit A is hereby quieted in and vested solely and exclusively in the Estate of Katrina Voorhees Berman. This ORDER shall act and have the same effect as a final Judgment Quieting Title in fee simple in the Estate of Katrina Voorhees Berman for the real property legally described in Exhibit A as against the entity named the Berman Limited Partnership. The Estate may record this ORDER in the records of Latah County as a judgment.

2. IT IS FURTHER ORDERED that the entity known as the Berman Limited Partnership, the same being the entity acting under a certificate of organization originally filed with the Secretary of the State of Idaho on August 4th, 1997, is hereby terminated and shall be deemed void ab initio. The Estate is authorized to file with the Secretary of the State of Idaho any documents as may be necessary to formally terminate such entity.

3. IT IS FURTHER ORDERED that the Estate effectuate transfer of the easternmost .36 acre portion of the Estate's real property to the City of Moscow, encumbered with a conservation easement to the Palouse Land Trust.

4. IT IS FURTHER ORDERED that the Estate is authorized to negotiate the terms of the transfer of a conservation easement to the Palouse Land Trust for a portion of the real property of the Estate as set forth in Exhibit A, less real property as conveyed to the City of Moscow. Such conservation easement shall be for that portion of the real property lying easterly of a line extending from the south boundary of the such real property to its

north boundary, such line being parallel to the eastern most boundary of the Estate's real property and beginning at the point on the southern boundary where such real property adjoins the southeast corner of Latah County Assessor's Parcel RPM00000175585, thence running north to the north boundary of the Estate's real property.

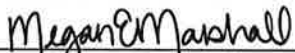
5. **IT IS FURTHER ORDERED** that Deborah Berman and/or Suvia Judd shall have a period of One-Hundred and Eighty (180) days, such period to begin running as provided below, within which to purchase the real property interests of the Estate remaining following the transfers provided in paragraphs 3 and 4 above. Such purchase shall be for the fair market value of the real estate as shown by an independent MAI certified appraisal and on the following terms and conditions, or more favorable conditions for the Estate as may be negotiated and determined by the Personal Representative, to wit: No earnest money or payment of a down payment shall be required, and equal monthly payments of the purchase price and accrued interest shall be paid under a promissory note payable in full over a ten- year (10) period. The interest rate shall be the market interest rate for 10 year fixed rate real property purchases at the time the Option to Purchase is exercised. The promissory note shall be secured by a standard form deed of trust upon the real property in favor of the Estate, subordinate to any conservation easement, payable through an escrow account, with such note and deed of trust assignable and distributable to the residuary heirs of the Estate. The 180 period shall begin to run from the date of the last to receive delivery of the appraisal of either Suvia Judd or Deborah Berman, either in person or via United States mail, postage prepaid, proof of delivery to be provided by the Estate and filed with the Court.

6. **IT IS FURTHER ORDERED** that if there is no sale consummated to either Deborah Berman and/or Suvia Judd, the Estate is authorized to distribute the real property of the Estate to the heirs, in-kind, as provided in Idaho Code §15-3-906 as a residuary asset of the Estate.

Either or both Deborah Berman and/or Suvia Judd may decline to exercise such option and shall do so by executing a declination suitable for recording in the real property records of Latah County.

7. **IT IS FURTHER ORDERED** that in order to effectuate such conveyances and the purchase option as ordered herein, the Estate is authorized to purchase such surveys, appraisals, title insurance policies, and expend such transfer, recording and stewardship fees as may be necessary to accomplish such transfers.

DATED this 4th day of August, 2020.


Magistrate Megan Marshall

Signed: 8/4/2020 03:32 PM

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing ORDER was delivered by first class mail, postage prepaid, or by ELECTRONIC delivery, as indicated below, this 4th day of August, 2020, to:

Personal Representative

By Electronic delivery to:

John Norton, Attorney for the Personal Representative at:

attorneynorton@moscow.com

and to:

Suvia Judd, c/o her Attorney Laurene Sorensen at:

sorensen@mrlegal.com

By United States Mail to:

Matthew D. Berman, PO Box 662, Girdwood, AK 99587

Jonathan D. Berman, 8550 North Tyler, Portland, OR 97203

Judith E. Berman, 2316 Howard St., Victoria BC V8R 4K7

Deborah V. Berman, 1304 South Main, Moscow, ID 83843

Mei Xing Berman, 3340 NW Norwood Dr., Corvallis, OR 97330

Samuel Holland, 2316 Howard St., Victoria, BC V8R 4K7

Robert Berman, 1015 High Street, #101, Bellingham, WA 98225

Maya Berman, 1450 N. Prescott St. #429., Portland, OR 97217

Naomi Berman, 4315 Indian Pipe Loop NE, Building A 905, Box 60470, Olympia, WA 98505

DATED this ____ day of _____, 2020.

Signed: 8/4/2020 04:14 PM

Peggy Lynd
Clerk of the Court

EXHIBIT A

Situate in the County of Latah, State of Idaho, to-wit:

Beginning at a point 130.0 feet South and 61.53 feet East of the Northwest corner of the Southwest Quarter of Section 17, Township 39 North, Range 5 West Boise Meridian and on the East right-of-way line of U. S. Highway No. 95 and running thence East 180.2 feet; thence South 197.75 feet to a point on the North line of Styner Avenue; thence N. 89° 28' East 94.35 feet on said North line of Styner Avenue; thence North 125.0 feet; thence N. 89° 28' E. 125.0 feet; thence South 125.0 feet to a point on the said North line of Styner Avenue; thence N. 89° 28' E, 527.15 feet on said North line of Styner Avenue; thence North 404.4 feet to the South line of the right-of-way of the O. R. & N. Ry's Survey for extension; thence following the South line of said right-of-way in a Northwesterly direction for a distance of 258.0 feet; thence Southwesterly for a distance of 210.0 feet to a point 4 rods North and 40 rods East of the Southwest corner of the Northwest Quarter of said Section 17; thence West 320.0 feet; thence South 60.0 feet; thence West 280.0 feet to a point on the East right-of-way line of U. S. Highway No. 95, said point being also 60.0 feet East and 6.0 feet North of said Southwest corner of the Northwest Quarter of Section 17; thence S. 00° 38' E, 136.0 feet along said East right-of-way line of U. S. Highway No. 95 to the Point of Beginning.

EXCEPTING THEREFROM that portion of Tax No. 2735 described in the following parcel:
The East 100 feet of Tax No. 2432 and the East 100 feet of Tax No. 2735, records of Latah County, Idaho, situated in the SW 1/4 of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, more particularly described as follows: Beginning at a point at the Southeast corner of Tax No. 2432 which is a point on the Northerly right-of-way of Styner Avenue; thence Westerly 100 feet along the arc of a circular curve concave to the South, said curve having a radius of 20028.21 feet, a central angle of 0° 32' 17" and a long chord that bears North 89° 16' 57" West; thence North approximately 463 feet to the South line of the right of way if the O. R. & N. Ry's Survey for Extension; thence following the South line of said right-of-way in a Southeasterly direction a distance of approximately 121 feet to the East line of Tax Parcel No. 2735 (as conveyed in Instrument No. 184819, records of Latah County, Idaho; thence South approximately 394 feet to the Point of Beginning.

AND ALSO EXCEPTING THEREFROM all that portion of land deeded to the City of Moscow as disclosed in a Quit Claim Deed recorded November 3, 1995 as Instrument No. 416167, records of Latah County, Idaho.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by

STEWART TITLE GUARANTY COMPANY

Stewart Title Guaranty Company, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

Authorized Countersignature

Moscow Title, Inc.

Company Name

Moscow, ID

City, State

stewart
title guaranty company



Matt Morris
Matt Morris
President and CEO

Danise Carraux
Danise Carraux
Secretary

Copyright 2004-2008 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members in good standing at the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association

AMERICAN
LAND TITLE
ASSOCIATION



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

Stewart Title Guaranty Company
COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment No. 16837

1. Effective Date: November 26, 2013 at 8:00 a.m.

2. Policy or Policies to be issued:

(a) ☒ ALTA Owner's Policy Standard Coverage – (6/17/06) Amount

Premium

Proposed Insured:

(b) ☐ ALTA Loan Policy Standard Coverage – (6/17/06) Amount

Premium

Proposed Insured:

Endorsements:

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Parcel # 1: Katrina V Berman

Parcel # 2: Berman Limited Partnership, an Idaho Limited Partnership

5. The land referred to in the Commitment is described as follows:

See attached Exhibit A hereto and made a part hereof.

According to the information available to our office the address to the subject property is:

1304 S Main Street
Moscow, Idaho 83843

ALTA Commitment (6/17/06)

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 1 page(s)

EXHIBIT A

Parcel # 1:

Situate in the County of Latah, State of Idaho, to-wit:

Beginning at a point 130.0 feet South and 61.53 feet East of the Northwest corner of the Southwest Quarter of Section 17, Township 39 North, Range 5 West Boise Meridian and on the East right-of-way line of U. S. Highway No. 95 and running thence East 180.2 feet; thence South 197.75 feet to a point on the North line of Styner Avenue; thence N. 89° 28' East 94.35 feet on said North line of Styner Avenue; thence North 125.0 feet; thence N. 89° 28' E. 125.0 feet; thence South 125.0 feet to a point on the said North line of Styner Avenue; thence N. 89° 28' E. 527.15 feet on said North line of Styner Avenue; thence North 404.4 feet to the South line of the right-of-way of the O. R. & N. Ry's Survey for extension; thence following the South line of said right-of-way in a Northwesterly direction for a distance of 258.0 feet; thence Southwesterly for a distance of 210.0 feet to a point 4 rods North and 40 rods East of the Southwest corner of the Northwest Quarter of said Section 17; thence West 320.0 feet; thence South 60.0 feet; thence West 280.0 feet to a point on the East right-of-way line of U. S. Highway No. 95, said point being also 60.0 feet East and 6.0 feet North of said Southwest corner of the Northwest Quarter of Section 17; thence S. 00° 38' E, 136.0 feet along said East right-of-way line of U. S. Highway No. 95 to the Point of Beginning.

EXCEPTING THEREFROM that portion of Tax No. 2735 described in the following parcel: The East 100 feet of Tax No. 2432 and the East 100 feet of Tax No. 2735, records of Latah County, Idaho, situated in the SW 1/4 of Section 17, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, more particularly described as follows: Beginning at a point at the Southeast corner of Tax No. 2432 which is a point on the Northerly right-of-way of Styner Avenue; thence Westerly 100 feet along the arc of a circular curve concave to the South, said curve having a radius of 20028.21 feet, a central angle of 0° 32' 17" and a long chord that bears North 89° 16' 57" West; thence North approximately 463 feet to the South line of the right of way if the O. R. & N. Ry's Survey for Extension; thence following the South line of said right-of-way in a Southeasterly direction a distance of approximately 121 feet to the East line of Tax Parcel No. 2735 (as conveyed in Instrument No. 184819, records of Latah County, Idaho; thence South approximately 394 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM the following described real property in the County of Latah, State of Idaho, to-wit: Beginning at a point 61.53 feet East of the Northwest corner of the Southwest Quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian, in the City of Moscow, Idaho and on the East right of way of U. S. Highway 95 and running thence South 130 feet; running thence East 180.2 feet; running thence South 197.75 feet to a point on the North line of Styner Avenue; running thence North 89° 20' East 94.35 feet on the North line of Styner Avenue; running thence North 125 feet to the True Point of Beginning; thence running North 89° 28' East 125 feet; running thence South 125 feet; running thence East along the North line of Styner Ave. 377.15 feet; running thence North 240.00 feet; running thence West 502.15 feet; running thence Southerly to the True Point of Beginning.

AND ALSO EXCEPTING THEREFROM all that portion of land deeded to the City of Moscow as disclosed in a Quit Claim Deed recorded November 3, 1995 as Instrument No. 416167, records of Latah County, Idaho.

Parcel # 2:

Situate in the County of Latah, State of Idaho, to-wit:

A parcel of land located in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 17, Township 39 North, Range 5 West Boise Meridian and more particularly described as follows:

Beginning at a point 61.53 feet East of the Northwest corner of the Southwest Quarter of Section 17, Township 39 North, Range 5 West, Boise Meridian in the City of Moscow, Idaho and on the East right of way of U. S. Highway No. 95 and running thence South 130 feet; running thence East 180.2 feet; running thence South 197.75 feet to a point on the North line of Styner Ave; running thence North 89° 20' East 94.35 feet on thence North line of Styner Avenue; running thence North 125 feet to the True Point of Beginning; thence running North 89° 28' East 125 feet; running thence South 125 feet; running thence East along the North line of Styner Ave. 377.15 feet; running thence North 240.00 feet; running thence West 502.15 feet; running thence Southerly to the True Point of Beginning.

EXCEPTING THEREFROM all that portion of land deeded to the City of Moscow as disclosed in a Quit Claim Deed recorded November 3, 1995 as Instrument No. 416167, records of Latah County, Idaho.

Stewart Title Guaranty Company
COMMITMENT FOR TITLE INSURANCE

SCHEDULE B – SECTION II

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. *Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public record.*
2. *Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by any inspection of the land or by making inquiry of persons in possession thereof.*
3. *Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.*
4. *Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.*
5. *(a) Unpatented mining claims; (b) reservations or exceptions in patents, or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.*
6. *Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*
7. *Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.*

NOTE: The above paragraphs 1 through 7 may be cleared on the forthcoming Extended Lender's, and Residential Owner's Title Policies.

8. General taxes for the year 2013, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.
9. All rights of way for public utilities and public roads as the same now exists over and across the herein described property.
10. Right of Way Easement granted to the Washington Water Power Company, recorded December 15, 1930 in Book 89 of Deeds at Page 415, records of Latah County, Idaho.

ALTA Commitment (6/17/06)

File No.: 16837

This commitment is invalid unless the Insuring Provisions and Schedules A and B-Section I are attached.

Schedule B- Section II consists of 2 page(s)

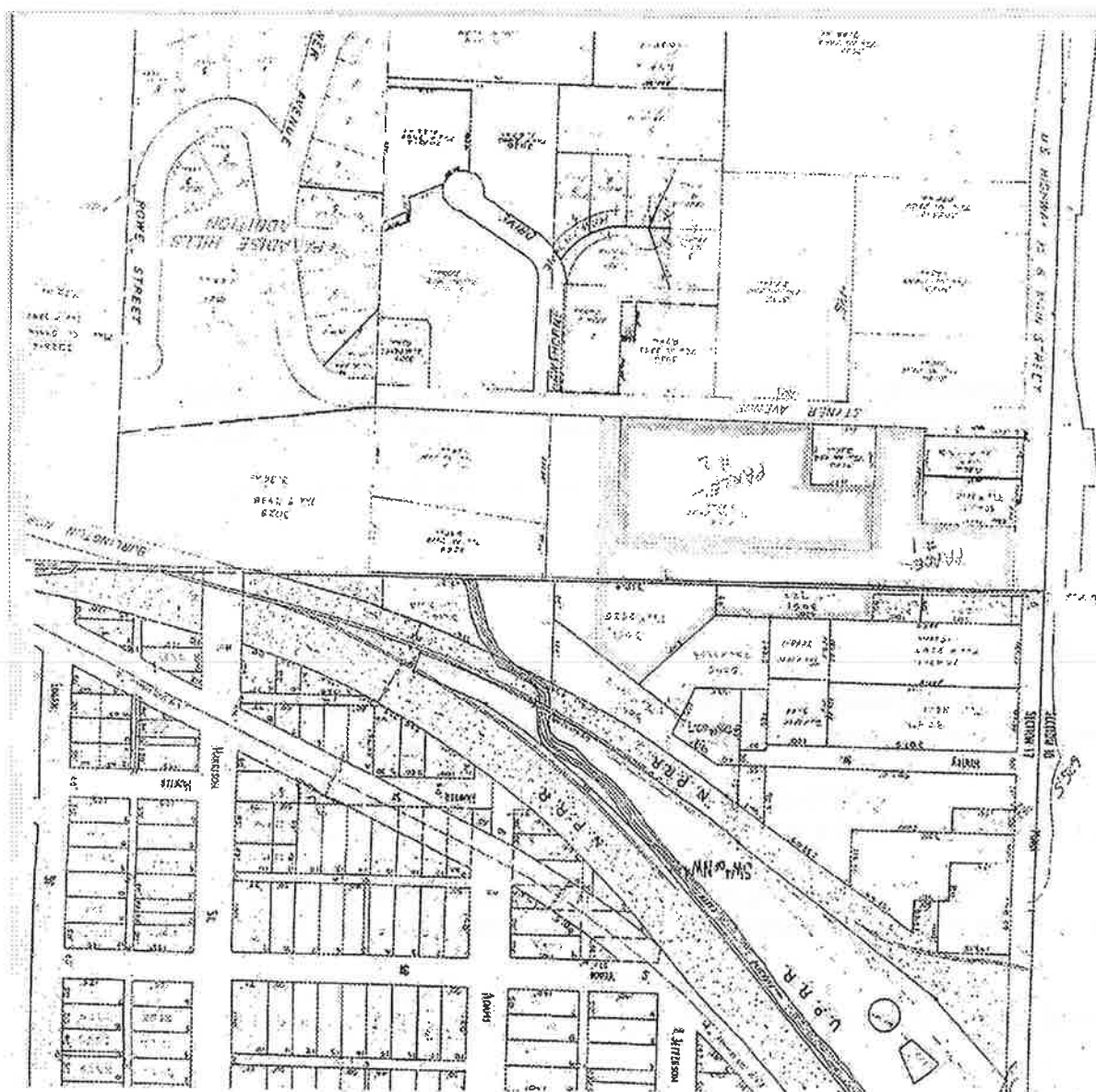
Stewart Title Guaranty Company
COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II

EXCEPTIONS

11. Right of Way Deeds to the State of Idaho, recorded February 10, 1939 in Book 99 of Deeds at Pages 36 and 37, records of Latah County, Idaho.
12. City of Moscow Ordinance No. 94-12 for Local Improvement District No. 113, recorded July 11, 1994 as Instrument No. 406099, records of Latah County, Idaho.
13. Permanent Easement granted to the City of Moscow, recorded November 3, 1995 as Instrument No. 416168, records of Latah County, Idaho.
14. Grant Deed of Conservation Easement granted to the Palouse Land Trust, recorded December 23, 1996 as Instrument No. 424719, records of Latah County, Idaho.
15. The Effect of and conditions contained in Deed of Gift between Katrina V Berman, Grantor to the City of Moscow, Grantee, recorded December 23, 1996 as Instrument No. 424720, records of Latah County, Idaho.
16. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

NOTE: Taxes on Statement No.RPM00000174055 originally assessed in the amount of \$2,003.04 for the year 2013, which are Due and Payable, with Homeowners.



Conservation Easement

ORIGINAL

GRANT DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 12th day of November, 1996, by Katrina Berman, a single woman dealing with her sole and separate property, having an address at 1304 S. Main, Moscow, Idaho, Grantor, and in favor of the Palouse Land Trust, non-profit corporation qualified to do business in Idaho, having an address: 109 South Washington, Moscow, Idaho 83843, and the Idaho Foundation for Parks and Lands, 5657 Warm Springs Road, Boise, Idaho 83712, Grantees.

I. RECITALS

WHEREAS, Grantor is the owner in fee simple of that certain real property (hereinafter the "Protected Property") in Latah County, State of Idaho, more particularly described in Exhibit "A" (legal description) and shown on Exhibit B (site plan), which are attached hereto and incorporated herein by this reference.

AND WHEREAS, The Protected Property possesses natural, scenic, open space, educational, and recreational values (collectively, "Conservation Values") of great importance to Grantor, the people of The City of Moscow, Latah County and the people of State of Idaho.

The Conservation values of the Protected Property consist of:

- A. Opportunities for outdoor recreation by, or education of, the general public.
- B. Open space, that provides a significant public benefit in preserving open space contiguous to and adjoining areas designated for purchase and preservation or already owned by the city as part of the City of Moscow Linear Park, and open space that both furthers clearly delineated federal or state governmental policies relative to wetlands, erosion control, and provides for the scenic enjoyment of the public by providing views of Moscow Mountain and Paradise Creek providing relief from urban closeness in the multi-family residential area not otherwise served by a City park.
- C. Physical access to other land and the waters of Paradise Creek.
- D. The Protected Property would also be extremely desirable property for substantial residential development because of its location and orientation. In the absence of a Grant Deed of Conservation Easement, the Protected Property could be developed in a manner which would destroy the open-space character of the Protected Property and its significant natural, recreational, scenic and open space value.
- E. Baseline documentation. The specific Conservation Values of the Protected Property are documented in an inventory of relevant features of the Protected Property, dated DEC. 20th, 1996, on file at the offices of Grantees and incorporated herein by this reference. ("Baseline Documentation consists of reports, maps, photographs, Plot plan, with structures, improvements, roads, wells, flora and fauna, general and specific Baseline data photos, soil maps, vegetation maps, existing "views" and other documentation that provide, collectively, an accurate representation of the Protected Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant.) Grantor and Grantees further agree that, within three (3) months of the execution hereof, a collection of additional Baseline Documentation may be compiled by Grantees, and incorporated herein by this reference. Failure to timely compile the additional Baseline Documentation shall not affect the enforceability or validity of any other provision hereof.

F. Continuation of Existing Uses:

Grantor intends that the Conservation Values of the Protected Property be preserved and maintained by the continuation of land uses on the Protected Property that do not significantly impair or interfere with those Conservation Values. These current uses include the scenic, agricultural and recreational uses as permitted herein and as consistent with this Easement.

G. Conveyance of Right to Protect Conservation Values

Grantor, owner in fee of the Protected Property, has the right to identify, protect, and preserve in perpetuity the Conservation Values of the Protected Property, and desires to transfer such rights to Grantees.

H. Qualifications of Grantees

Grantees are publicly supported, tax-exempt nonprofit organizations, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and also qualified as a non-profit corporation under the laws of the state of Idaho and whose primary purpose is consistent with the preservation of the Protected Property.

I. Grantees' commitment

Grantees agree by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Protected Property for the benefit of this generation and the generations to come.

II. CONVEYANCE AND CONSIDERATIONS

A. For the reasons stated above, and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby voluntarily grants, conveys, and warrants to Grantees a conservation easement in perpetuity over the Protected Property, consisting of the rights in the Protected Property, hereinafter enumerated, subject only to the restrictions set forth herein ("Easement").

B. This conveyance is a conveyance of an interest in real property under the provisions of the law of the State of Idaho, and is made as an absolute, unconditional, unqualified, and completed gift subject only to the mutual covenants and terms, conditions, and restrictions hereinafter set forth, and for no other consideration whatsoever.

C. Grantor expressly intends that this Easement runs with the land and that this Easement shall be binding upon Grantor's personal representatives, heirs, successors, and assigns.

III. PURPOSE

It is the purpose of this Easement to assure that the Protected Property will be retained forever predominantly in its natural, scenic, open space recreational condition and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property. Grantor intends that this Easement will confine the use of the Property to such activities that are consistent with this purpose as set forth below.

IV. RIGHTS CONVEYED TO GRANTEES

To accomplish the purpose of this Easement the following rights are conveyed to Grantees by this Easement:

A. To identify, preserve and protect in perpetuity and to enhance by mutual agreement the Conservation Values of the Protected Property;

B. Recreational or Educational Use or Management

For the benefit of the public, and for the public's substantial and regular use, to allow persons or groups to enter upon the Protected Property for low impact non-motorized recreational and educational uses and scenic enjoyment. Low impact shall mean by way of example and not by way of limitation, the following: in keeping with the natural topography, for dispersed non-motorized individual type recreation or small unorganized activities such as walking, jogging, dog walking, skiing, sledding, picnicking, nature study, kite flying, and scenic enjoyment, and to restrict use of the property for organized recreational activities.

C. Injunction and Restoration

To enjoin any use of, or activity on, the Protected Property which is inconsistent with this Easement, and undertake or cause to be undertaken the restoration of such areas or features of the Protected Property as may be damaged by activities contrary to the provisions hereof, all in accordance with Section IX.

D. Assignment

To assign, convey, or otherwise transfer Grantees' interest in the Protected Property in accordance with Section XIII herein.

V. USE

A. General. Any use of, or activity on, the Protected Property inconsistent with the purposes of the Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in or permit any such use or activity. Without limiting the generality of the foregoing, the following uses of, or activities on, the Protected Property, though not an exhaustive list of inconsistent uses or activities, are inconsistent with the purposes of this Easement and shall be prohibited, except as expressly provided in Section VI below:

B. Subdivision. The legal or "de facto" subdivision and development of the Protected Property.

C. Feedlots. The establishment and maintenance of a commercial feedlot. For the purposes of this Easement, a commercial feedlot is a confined area or facility within which the land is not grazed or cropped at least annually and which is used to receive livestock that has been raised off the Protected Property for feeding and fattening for market.

D. Construction. The placement or construction of any buildings, structures, or other improvements of any kind EXCEPT as follows: Those structures necessary for members of the public to fully and substantially enjoy the property for low impact recreational and natural area purposes including but not limited to paths and walkways, benches, refuse disposal cans, picnic areas (including one covered, unsided picnic area with a slab base of no greater square footage than 360 feet, directional safety lighting, and fencing to protect the adjoining property to the West of the Protected Property from trespass, which fencing shall be constructed and maintained at the request of the owner of the adjoining property and at the cost of the Grantor or assigns, with the type of fencing as may be agreed between the parties. Nothing in this paragraph shall be construed to permit the construction or placement of restrooms on the property.

E. Alteration of Land. The alteration of the natural lay of the property and only such surface disturbance as is necessary to construct improvements listed in Paragraph D above, and except as deemed necessary by Grantees to preserve or protect the Conservation Values of the Protected Property and as is necessary for the installation of underground irrigation and utilities services.

F. Erosion or Water Pollution. Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.

G. **Removal of Trees and Other Vegetation.** The pruning, cutting down, or other destruction or removal of live trees and other vegetation located in the Protected Property, except in accordance with the Moscow Community Forestry Ordinance.

H. **Waste Disposal.** The disposal or storage of rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly, offensive, or hazardous waste or material on the Protected Property.

I. **Utilities.** The installation of above ground utility systems or extensions of existing utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities, except as reasonably necessary to service underground irrigation and underground utility service.

J. **Signs, Parking and Ballfields.** The placement of commercial signs, billboards, or other advertising material on the Protected Property, or the use of the Protected Property for a parking, or as a ballfield, basketball court or similar organized activity requiring a level playing surface. This does not include a restriction on the use of informational, directional, or educational signage.

L. **Hunting.** Hunting or trapping, except to the extent determined necessary by Grantees to preserve or protect the Conservation Values of the Protected Property, but under no circumstances shall cats or dogs be hunted or trapped.

M. **Mining.** The exploration for, or development and extraction of, minerals and hydrocarbons on or below the surface of the Protected Property.

N. **Wildlife Disruption.** The disruption of wildlife breeding and nesting activities except during permitted development.

O. **Introduced Trees and Scrubs.** The planting or introduction of non-native species of trees and shrubs, or native species not from Paradise Creek drainage genetic material on the Protected Property.

P. **Harvesting of Native Plants.** The gathering, picking, taking or harvesting of native plants from the Protected Property.

Q. **Off-Road Vehicles and Excessive Noise.** The operation of motorcycles, dune buggies, snow mobiles, or other type of off-road motorized vehicles or the operation of other sources of excessive noise pollution inconsistent with City noise ordinances, and excepting the operation of maintenance equipment.

R. **Access to the Protected Property from Styner Avenue** shall be by foot traffic only. There shall be no motorized vehicles permitted on the property except motorized wheelchairs or other similar devices for the disabled or maintenance vehicles as necessary for maintenance only. Other access to the Protected Property shall be through any adjoining publicly owned facilities or grounds.

S. **Pesticides.** Integrated pest management shall be used, with use of pesticides as a last resort and only with prior approval of Grantees.

VI. PERMITTED USES

General. Grantor reserves for herself and her heirs, successors, and assigns, any use of, or activity on, the Protected Property which is not inconsistent with the purposes of the Easement and which is not prohibited herein. Without limiting the generality of the foregoing, Grantor specifically reserves for herself and her heirs, successors, and assigns, the following uses and activities:

A. To provide for the substantial and regular use by the general public, including the handicapped, for low impact uses (as defined above) that enhance and use the natural terrain and take advantage of the natural features of the property, the Grantor shall have the control of the design of the landscaping, pathway and public picnic and recreation facilities. This shall include design decisions for the improvements, placement of pathways and prevention of random pathway development, utility design layouts, code compliance, and the placement and choices of native vegetation, all as restricted hereinabove.

B. To provide for the maintenance and improvement of the facilities for the recreational, scenic, educational and open space values of the area.

VII. NOTICE AND APPROVAL

Grantor shall notify Grantees prior to undertaking those permitted uses provided in Section VI which are in the nature of permanent improvements or changes and to review any integrated pest management (IPM) activities. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted uses and activities is to afford Grantee an opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the purposes of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing prior to the date Grantor intends to undertake the use or activity in question: in the case of permanent improvements, not less than twenty-one days (21) notice; in the case of IPM activity, not less than seven (7) days notice.

VIII. DISPUTE RESOLUTION

If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Easement, the parties shall meet together to discuss the dispute and attempt resolution. Thereafter, either party may refer the dispute to mediation by request made in writing upon the other. Within ten (10) days of the receipt of such a request, the parties shall select a single mediator to hear the matter, and the mediator shall decide the matter within the next ten (10) days. The parties agree not to proceed with the use or activity pending resolution of the dispute.

IX. GRANTEES' REMEDIES

A. -E. Notice and Enforcement Action

A. Notice of Failure. If Grantees determine that the Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantees shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Protected Property so injured.

B. Grantor's Failure to respond. If Grantor .

1. Fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantees; or
2. Under circumstances where the violation cannot reasonably be cured within the thirty (30) day period, fails to begin curing such violation within the thirty (30) day period or to continue diligently to cure such violation until finally cured;

Grantees may bring an action as provided in subsection C.

C. Grantees' Action. Grantees may bring action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary by temporary or permanent injunction, and to require the restoration of the Protected Property to the condition that existed prior to any such injury.

D. **Immediate Action Required.** If Grantees, in the reasonable exercise of their sole discretion, determine that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantees may pursue their remedies under this section without prior notice to Grantor, without mediation or without waiting for the period provided for cure to expire.

E. **Nature of Remedy.** Grantees' rights under this section apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantees' remedies at law for any violation of the terms of this Easement are inadequate and that Grantees shall be entitled to the injunctive relief described in this section both prohibitive and mandatory, in addition to such other relief to which Grantees may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

F. **Costs of Enforcement.** In the event either party must enforce the terms of this Easement, the costs, expenses, including attorney's fees, shall be borne by those against whom a judgment is entered. In the event that Grantees secure redress for an Easement violation without initiating or completing a judicial proceeding, the costs of such restoration and Grantees' reasonable expenses shall be borne by Grantor and those of its heirs, successors, or assigns who are otherwise determined to be responsible for the unauthorized activity or use. If Grantor prevails in any judicial proceeding initiated by Grantees to enforce the terms of the Easement, Grantor's cost of suit, including attorney's fees, shall be borne by Grantees.

G. **Grantees' Discretion.** Enforcement of the terms of this Easement shall be at the discretion of the Grantees, and any forbearance by the Grantees to exercise their rights under this Easement in the event of any breach of any terms of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantees of such term of any Grantees' rights under this Easement. No delay or omission by Grantees in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

H. **Waiver of Certain Claims and Defenses.** Grantor acknowledges that it has carefully reviewed this Grant Deed of Conservation Easement and has consulted with and been advised by counsel of its terms and requirements. In full knowledge of the provisions of this Grant Deed of Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantees or their successors in interest under or pertaining to this Easement based upon waiver, laches, estopped adverse possession, or prescription.

I. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantees to bring any action against Grantor to abate, correct, or restore any condition on the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

X. COSTS, LIABILITIES, TAXES, AND INDEMNIFICATION

A. Liabilities and Insurance

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property. Grantor shall keep the Protected Property free of any liens arising out of any work performed for, material furnished to, or obligations incurred by Grantor.

B. Environmental Representations and Warranties

Grantor represents and warrants that to the best of Grantor's knowledge:

1. There are no apparent or latent defects in or on the Protected Property;
2. There has been no release, dumping, burying, abandonment, or migration from off-site on the Protected Property of any substances, materials, or wastes which are hazardous, toxic, dangerous, harmful or are designated as, or contain components which are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful or as a pollutant by any federal, state or local law, regulation, statute, or ordinance;
3. Neither Grantor nor Grantees' predecessors in interest have disposed of any hazardous substances off-site, nor have they disposed of substances at sites designated or proposed to be designated as federal or state Superfund site; and
4. There is no pending or threatened litigation affecting the Protected Property or any portion thereof which will materially impair the Conservation Values of the Protected Property or any portion thereof to the Grantees. No civil or criminal proceedings have been instigated or are pending against the Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and neither Grantor nor its predecessors in interest have received any notices of violation, penalties, claims, demand letters, or other notifications relating to a breach of environmental laws.

C. Indemnification

Each part shall hold the other harmless, indemnify, and defend the other and their members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively Indemnified Parties-) from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with:

1. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;
2. The obligations specified in subsection A of this section;
3. The breach of the environmental representation and warranties specified in subsection B of this section; or
4. The existence or administration of this Easement.

XI. SUBSEQUENT TRANSFER OR EXTINQUISHMENT

A. Extinguishment

If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantees shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Idaho law at the time, in accordance with subsection B herein. Grantees shall use all such proceeds in a manner consistent with the conservation purposes of this Easement.

B. Valuation

This Easement constitutes a real property interest immediately vested in Grantees, which, for the purpose

of subsection A herein, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Protected Property unencumbered by the Easement (minus any increase in the value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Protected Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reasons of this grant, pursuant to section 170(h) of the Internal Revenue Code of 1986, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Protected Property unencumbered by the Easement shall remain constant.

C. Condemnation

If the Easement is taken, in the whole or in the part, by the exercise of the power of eminent domain, Grantees shall be entitled to compensation in accordance with applicable law.

D. Subsequent Transfers

Grantor agrees (1) to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including without limitation, a leasehold interest, and (2) to describe this Easement in and append it to, any executory contract for the transfer of any interest in the Protected property. Grantor further agrees to give written notice to the Grantees of the transfer of any interest of at least thirty (30) days prior to the date of such transfer. Such notice to Grantees shall include the name, address, and telephone number of the prospective transferee or his or her representative. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

XII. AMENDMENT

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantees are free to jointly amend this Easement; provided that no amendment shall be allowed that shall affect the qualification of this Easement or the status of Grantees under any applicable laws, or Section 170(h) of the Internal Revenue Code of 1986, as amended, and any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of County, State, and any other jurisdiction in which such recording is required.

XIII. ASSIGNMENT

A. Assignment. This Easement is transferable, but Grantees may assign their rights and obligations under this easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under [any applicable state law] (or any successor provision then applicable). As a condition of such transfer, Grantees shall require that the Conservation Purposes that this Easement is intended to advance continue to be carried out by the transferee. Grantees shall notify Grantor in writing, at Grantor's last known address, in advance of such assignment.

B. Succession. If at any time it becomes impossible for Grantees to ensure compliance with the covenants contained herein and Grantees has not named a successor organization, or the Grantees shall cease to exist, then their rights and duties hereunder shall become vested and fall upon the following named entities to the extent that they shall accept this Easement, in the following order:

Such other entity, with purposes similar to the Palouse Land Trust, constituting a "qualified organization" within the meaning of the Internal Revenue Code of 1986 (or corresponding provision of any future statute); provided that if such vesting in the entities named above is deemed to be void under the Rule Against Perpetuities, the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct, pursuant to the applicable state law and the Internal Revenue Code of 1986 (or corresponding provision of any future statute) and with due regard to the purposes of this Easement.

XIV. RECORDATION

Grantees shall record this instrument in a timely fashion in the official records of Latah County, Idaho and in any other appropriate jurisdictions, and may re-record it at any time as may be required to preserve their rights in this Easement.

XV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Easement shall be governed by the laws of the State of Idaho.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of [any applicable state law]. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section XIII herein.

E. No Forfeiture

Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

F. "Grantor" - "Grantees"

The term "Grantor" and "Grantees," wherever used herein, and any pronouns used in the place thereof, shall be held to mean and include, respectively the above-named Grantor, and its personal representatives, heirs, successors, and assigns, and the above-named Grantees, their successors and assigns.

G. Successors

The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.

H. Termination of Rights and Obligations

A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

I. Captions

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

J. Counterparts

The parties may execute this instrument in two or more Counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

K. Joint Obligation

The obligations imposed by this Easement upon Grantor shall be joint and several.

TO HAVE AND TO HOLD unto Grantees, their successors, and assigns forever.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this 12th day of November, 1996.

Grantor Katrina V. Berman
Katrina Berman

THE Palouse Land Trust and the Idaho Foundation for Parks and Lands does hereby accept the above Grant Deed of Conservation Easement.

Grantees John Norton
Palouse Land Trust Inc. by John Norton, President

Grantees Don K. Weilmunster
Idaho Foundation for Parks and Land
By: Don K. Weilmunster, President

EXHIBIT A

The east 100 feet of Tax No. 2432 and the east 100 feet of Tax No. 2735, records of Latah County, Idaho, situated in the SW1/4 of Section 17, Township 39 North, Range 5W, Boise Meridian, Latah County, Idaho more particularly described as follows:

Beginning at a point at the Southeast corner of Tax No. 2432 which is a point on the Northerly right-of-way of Styner Avenue; thence Westerly 100 feet along the arc of a circular curve concave to the south, said curve having a radius of 20028.21 feet, a central angle of $0^{\circ}32'17''$ and a long chord that bears North $89^{\circ}16'57''$ West;

Thence North approximately 463 feet to the South line of the right-of-way of the O.R. & N. Ry's Survey For Extension;

Thence following the South line of said right-of-way in a Southeasterly direction a distance of approximately 121 feet to the east line of Tax Parcel No. 2735 (as conveyed in Instrument No. 184819, records of Latah County, Idaho); thence South approximately 394 feet to the point of beginning and containing .98 acre, more or less.

124719

SECTION 18
TOWNSHIP 17 N.
RANGE 17 W.

SW 1/4 of NW 1/4

N. P. R. R.

HUNTER ST

HEWLEY ST

STYNER AVENUE

PARCEL ALSO CONTAINS
0.03 AC #2336 0.03 AC #2337
0.03 AC #2337 0.03 AC #2338
0.03 AC #2339 0.03 AC #2340
0.03 AC #2341 0.03 AC #2342

4035
7.49 AC

5425
0.23 AC

5422
1.41 AC

5575
0.39 AC

4036
7.49 AC

4037
7.49 AC

4038
7.49 AC

4039
7.49 AC

4040
7.49 AC

4041
7.49 AC

4042
7.49 AC

4043
7.49 AC

4044
7.49 AC

4045
7.49 AC

4046
7.49 AC

4047
7.49 AC

4048
7.49 AC

4049
7.49 AC

4050
7.49 AC

4051
7.49 AC

4052
7.49 AC

4053
7.49 AC

4054
7.49 AC

4055
7.49 AC

4056
7.49 AC

4057
7.49 AC

4058
7.49 AC

4059
7.49 AC

4060
7.49 AC

4061
7.49 AC

4062
7.49 AC

4063
7.49 AC

4064
7.49 AC

4065
7.49 AC

4066
7.49 AC

4067
7.49 AC

4068
7.49 AC

4069
7.49 AC

4070
7.49 AC

4071
7.49 AC

4072
7.49 AC

4073
7.49 AC

4074
7.49 AC

4075
7.49 AC

4076
7.49 AC

4077
7.49 AC

4078
7.49 AC

4079
7.49 AC

4080
7.49 AC

4081
7.49 AC

4082
7.49 AC

4083
7.49 AC

4084
7.49 AC

4085
7.49 AC

4086
7.49 AC

4087
7.49 AC

4088
7.49 AC

4089
7.49 AC

4090
7.49 AC

4091
7.49 AC

4092
7.49 AC

4093
7.49 AC

4094
7.49 AC

4095
7.49 AC

4096
7.49 AC

4097
7.49 AC

4098
7.49 AC

4099
7.49 AC

4100
7.49 AC

4101
7.49 AC

4102
7.49 AC

4103
7.49 AC

4104
7.49 AC

4105
7.49 AC

4106
7.49 AC

4107
7.49 AC

4108
7.49 AC

4109
7.49 AC

4110
7.49 AC

4111
7.49 AC

4112
7.49 AC

4113
7.49 AC

4114
7.49 AC

4115
7.49 AC

4116
7.49 AC

4117
7.49 AC

4118
7.49 AC

4119
7.49 AC

4120
7.49 AC

4121
7.49 AC

4122
7.49 AC

4123
7.49 AC

4124
7.49 AC

4125
7.49 AC

4126
7.49 AC

4127
7.49 AC

4128
7.49 AC

4129
7.49 AC

4130
7.49 AC

4131
7.49 AC

4132
7.49 AC

4133
7.49 AC

4134
7.49 AC

4135
7.49 AC

4136
7.49 AC

4137
7.49 AC

4138
7.49 AC

4139
7.49 AC

4140
7.49 AC

4141
7.49 AC

4142
7.49 AC

4143
7.49 AC

4144
7.49 AC

4145
7.49 AC

4146
7.49 AC

4147
7.49 AC

4148
7.49 AC

4149
7.49 AC

4150
7.49 AC

4151
7.49 AC

4152
7.49 AC

4153
7.49 AC

4154
7.49 AC

4155
7.49 AC

4156
7.49 AC

4157
7.49 AC

4158
7.49 AC

4159
7.49 AC

4160
7.49 AC

4161
7.49 AC

4162
7.49 AC

4163
7.49 AC

4164
7.49 AC

4165
7.49 AC

4166
7.49 AC

4167
7.49 AC

4168
7.49 AC

4169
7.49 AC

4170
7.49 AC

4171
7.49 AC

4172
7.49 AC

4173
7.49 AC

4174
7.49 AC

4175
7.49 AC

4176
7.49 AC

4177
7.49 AC

4178
7.49 AC

4179
7.49 AC

4180
7.49 AC

4181
7.49 AC

4182
7.49 AC

4183
7.49 AC

4184
7.49 AC

4185
7.49 AC

4186
7.49 AC

4187
7.49 AC

4188
7.49 AC

4189
7.49 AC

4190
7.49 AC

4191
7.49 AC

4192
7.49 AC

4193
7.49 AC

4194
7.49 AC

4195
7.49 AC

4196
7.49 AC

4197
7.49 AC

4198
7.49 AC

4199
7.49 AC

4200
7.49 AC

4201
7.49 AC

4202
7.49 AC

4203
7.49 AC

4204
7.49 AC

4205
7.49 AC

4206
7.49 AC

4207
7.49 AC

4208
7.49 AC

4209
7.49 AC

4210
7.49 AC

4211
7.49 AC

4212
7.49 AC

4213
7.49 AC

4214
7.49 AC

4215
7.49 AC

4216
7.49 AC

4217
7.49 AC

4218
7.49 AC

4219
7.49 AC

4220
7.49 AC

4221
7.49 AC

4222
7.49 AC

4223
7.49 AC

4224
7.49 AC

4225
7.49 AC

4226
7.49 AC

4227
7.49 AC

4228
7.49 AC

4229
7.49 AC

4230
7.49 AC

4231
7.49 AC

4232
7.49 AC

4233
7.49 AC

4234
7.49 AC

4235
7.49 AC

4236
7.49 AC

4237
7.49 AC

4238
7.49 AC

4239
7.49 AC

4240
7.49 AC

4241
7.49 AC

4242
7.49 AC

4243
7.49 AC

4244
7.49 AC

4245
7.49 AC

4246
7.49 AC

4247
7.49 AC

4248
7.49 AC

4249
7.49 AC

4250
7.49 AC

4251
7.49 AC

4252
7.49 AC

EXHIBIT B

COMMITTEE STAFF REPORT

DATE: Monday, October 26, 2020



RESPONSIBLE STAFF

Jen Pfflner, Assistant City Supervisor, Dwight Curtis, Parks & Recreation Director

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Proposal to Develop Plan to Address Potential for Gender-Neutral Restroom Conversion (ACTION ITEM) - Jen Pfflner

DESCRIPTION

At the request of the Mayor in response to inquiries and encouragement from citizens and the Human Rights Commission, City staff has conducted preliminary research to determine the potential for converting city-owned restrooms to gender-neutral facilities where feasible.

Preliminary research has been conducted to determine an approach to address that request. A review of gender-neutral restrooms in Idaho have been completed to provide background on how other municipalities have or have not addressed the conversion process. An inventory of the existing City of Moscow restroom facilities has also been completed. Facilities include City occupied buildings, City owned but not occupied buildings, and City parks facilities. Should staff receive direction to develop a plan, additional considerations initially identified (certainly not limited to) would include safety, privacy, number of fixtures, accessibility, etc. Additional considerations would include costs for conversion.

Staff is seeking City Council direction to develop a phased planning approach for conversion of existing City restrooms to gender-neutral restrooms.

STAFF RECOMMENDATION

Recommend Council approval to develop a phased planning approach for conversion of existing City restrooms to gender-neutral restrooms.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend Council approval to develop a phased planning approach for conversion of existing City restrooms to gender-neutral restrooms, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

None

