

DEVELOPERS AGREEMENT

FOR LAND DEVELOPMENT

City of New Meadows

This Agreement is made this 23rd day of September, 2024 by and between the City of New Meadows, (hereinafter City). AND Rob and Angie Ellsworth, owner(s) of property located at _____, represented by R&A Construction Management, LLC, (name and title where ownership is in a corporation or business name), hereinafter, Developer)

WHEREAS, it is the function of the City to protect public and private property and to control the development of the City within the parameters established by the laws of the Commonwealth; and

WHEREAS, it is the function of the City to prevent the creation of health and safety hazards or conditions which result in a detriment to its citizens; and

WHEREAS, the developer has received approval from New Meadows City Council to _____ construct a plan known as Meadows Subdivision Phase 1A, located on a 17.74 _____ acre parcel, located at _____ and identified as _____ (tax parcel), subject to conditions as incorporated hereinafter called “plan”, and

WHEREAS, the City of New Meadows Subdivision Regulations Ordinance, ~~Ordinance 312-08 as amended~~, **New Meadows City Code Section 11-2-3(G)(5) allows the City Council to** requires the execution of a development or developers’ agreement to include agreed upon conditions, the timeline of construction, hours of operation, maintenance agreements, and reference of amenities and performance bonding for private and public improvements, as based upon municipal ordinances and plan approval conditions, and,

WHEREAS, the Developer is desirous of developing the aforementioned Development in compliance with all conditions of approval, and all applicable Federal, State, County and City laws, codes and ordinances; and,

WHEREAS, the parties hereto, desire to enter into a legally binding agreement in reference to the aforesaid Development.

NOW, THEREFORE, in consideration of the foregoing premises, the conditions, and promises hereinafter set forth, the parties agree to be legally bound as follows:

1. The Developer shall comply with all conditions of approval by Council of the City of New Meadows on _____, 2024, as cited in their entirety under items 2, 3, and 4 of this agreement.
2. The Developer shall complete the following conditions precedent to the issuance of land operations and building permits related to the plan:
3. The Developer acknowledges the following as conditions imposed that shall be completed prior to the issuance of the Certificate of Completion, as cited in City Code, Subdivision Regulations Ordinance, and subsequent issuance of a permanent Certificate of Occupancy.
4. The Developer shall recognize the following as performance conditions, the continued adherence or performance of which shall remain a condition of plan occupancy and shall run with the land until such time as subsequent approvals or city ordinance amendments render such ineffective .
5. The Developer shall, prior to the start of any site preparation activity, including clearing, grubbing, grading, etc., obtain from the City all appropriate permits in accordance with the requirements of all pertinent City of New Meadows Ordinances. Violation of any section or provision of this Agreement shall be deemed a violation of any such permits and Ordinances and shall subject the Developer to any fines and penalties pursuant thereto and shall, in addition, permit the City to revoke any permits issued concerning the development and take any other remedial action provided for in this Agreement or available under applicable law.
6. Developer covenants, promises and agrees to create an Local Improvement District (LID), **for this and all subsequent phases of the Meadows Subidivision**, construct and install all private improvements, in accordance with the plan and those associated construction drawings submitted to the City of New Meadows, including but not limited to all access drives, parking, streets, walkways, gutters, stormwater management facilities, curbs, sewers, landscaping and other facilities to be owned, maintained or operated by a private entity such as an individual, partnership, corporation or Homeowners' or Condominium Association and constructed in accordance with the City construction standards as approved on the aforementioned set of plans.

7. Developer warrants the construction of all private improvements as defined under Item 5, to occur by _____.
8. Developer shall complete the internal roads, sewer and water infrastructure and on site utilities for the Project in accordance with the plans and specifications therefor, as approved by the City of New Meadows City Engineer, prior to the earlier to occur of the execution by the City Council and recordation of the Final Subdivision Plat for the project or the issuance of a Certificate of Occupancy for any unit within the Project, or shall financially assure completion of the same in compliance with the applicable provisions of the New Meadows City Code.
9. During construction, the Developer, its contractors, sub-contractors and builders shall keep public roads, private drives and highways surrounding the property, which are used by vehicles entering and leaving the construction site, in good repair, clean and free of mud, and dust and maintain existing drainage patterns on all roadways.
10. During construction, the Developer shall police the construction area daily, keeping the same safe and free and clear of all rubbish, refuse, brush, debris and discarded building materials so as not to create a public nuisance. The Developer may accumulate said material in an area approved by the Municipality until such time as the accumulated matter is removed from the site by the Developer, provided that the Cit, at its sole discretion, may require the removal of said material by written communication, indicating the reasons therefore, at any time during the development. The Developer shall remove from the site and dispose of all rubbish, refuse, brush, debris and discarded building materials, leaving the Development free and clear of the same prior to the release of any remaining financial security or final acceptance of any public improvements. The burning of any rubbish, refuse, debris shall be in accordance with municipal ordinances and shall require a separate permit.
11. Prior to commencement of any site preparation activity or construction, the Developer shall make arrangements necessary in order to comply with all requirements and regulations in effect at the time of final plan approval with respect to hauling equipment and building materials overweight restricted city roads. Said requirements and regulations may include but need not be limited to fees and/or bonding requirements.
12. The Developer agrees to comply with all regulations, approvals and specifications enacted or promulgated by the Federal Government, Idaho Department of Environmental Quality, as part of the coordinated, comprehensive stormwater management plan, as authorized by

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13. The developer shall maintain all storm water detention and best management practices as required by city ordinances or shall be subject to the penalties thereof.
14. The Developer shall cause its contractors and/or subcontractors to obtain and maintain liability and other insurance coverage in amounts required by the City and to furnish certificates of insurance to the City, where contractors, are installing improvements located on existing public road rights of way and as may be required by the City.
15. It is specifically understood that this Agreement is binding upon the Developer, its successors, assigns, agents, representatives and officers, but that any partial or whole transfer of construction rights, approvals or agreements, shall subject the transferee and all transferee's contractors and subcontractors to all provisions of this Agreement and all other rules, regulations, statutes and ordinances of City of New Meadows and other appropriate entities, Adams County, the United States Government and their agencies. It is further specifically understood that the Developer may not assign or transfer its rights hereunder without prior, written consent of the City of New Meadows.
16. This Agreement shall constitute a covenant running with the land and may be recorded by either party hereto. If so recorded by the City, the Developer shall pay for all recordation expenses.
17. The Developer shall protect, indemnify and save harmless the City of New Meadows and its Council Members, officers, employees, attorneys, and agents against them from any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature (including costs of defense and attorneys fees) incurred by, or asserted or imposed against, New Meadows and its Council Members, officers, employees, attorneys and agents, or any of them, by reason of any accident, injury (including death) or damage to any person or property which occurs or is alleged to have occurred in connection with the development of the property described in this Agreement.
18. Neither this Agreement nor any item hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing by all parties hereto.

IN WITNESS WHEREOF, the parties, having read, understood and freely agreed to the conditions herein, and being duly authorized and intending to be legally bound hereby, and to legally bind the successors, assigns, grantees, agents and officers of the parties, do hereby seal and deliver this Agreement on the day set forth below.

Signed and sealed this _____ day of _____, 2024.

ATTEST:

CITY OF NEW MEADOWS

By: _____

ATTEST:

DEVELOPER

By: _____

By: _____

Title: _____

