

Instrument # 1026084  
Bonner County, Sandpoint, Idaho  
10/04/2023 12:03:08 PM No. of Pages: 4  
Recorded for: BOCC/LUKE OMODT  
Michael W. Rosedale Fee: \$0.00  
Ex-Officio Recorder Deputy *CB*  
Index to: MISC



## ZONING DEVELOPMENT AGREEMENT

This Development Agreement, pursuant to Section 9-9-11 of the Sandpoint City Code, is entered into by the City of Sandpoint, a municipal corporation of the State of Idaho, 1123 Lake Street, Sandpoint, Idaho 83864, hereinafter referred to as **CITY**, and Bonner County, a political subdivision of the State of Idaho, hereinafter referred to as **APPLICANT**.

The purpose of this Zoning Agreement is to allow a change in zoning within the City of Sandpoint with conditions to allow a specific project for a specific property. Approval of this Agreement, pursuant to the provisions set forth herein and pursuant to Section 9-9-11 of Sandpoint City Code and permitted pursuant to Idaho Code Section 67-6511A shall permit such proposed uses with conditions upon the real property hereinafter described and within the proposed zone.

This Zoning Agreement has been initiated upon the recommendation of the City Planner and as required by the Planning and Zoning Commission and City Council of the City of Sandpoint. Said officials and agencies have determined that the proposed rezoning be approved Council subject to the execution and implementation of this Agreement.

The APPLICANT and owner of property described below, does hereby acknowledge, covenant, agree, stipulate and affirm that the property and uses proposed shall be subject to this Development Agreement.

The legal description of the real property parcel subject herein is as follows:

A portion of the approximate 40-acre parcel known as the Bonner County Fairgrounds which is the SE 1/4 of the SW 1/4 of Section 3, Township 57 North, Range 2 West. Beginning at the South 1/4 corner of Section 3 which is the North 1/4 Corner of Section 10 and the Northeast corner of Lot 1 of the Bonner County Readiness Center Plat, thence N89°26'39"W a distance of 495.15 feet along the shared property line between Lot 1 and the Fairgrounds to a fence corner; thence North a distance of 25.47 feet to a fence corner; thence N88°38'07"E a distance of 495.55 feet generally along an existing fence to the East line of said SE 1/4 of the SW 1/4; thence S0°23'14"W a distance of 42.08' along said East line to the point of the beginning. This land is located between the playground at the southeast corner of the fairgrounds and the Bonner County Drivers Licensing office.

In addition to those items specifically required by Chapter 9, Title 9 of the Sandpoint City Code, the following are likewise included herein and are conditions of **rezoning of this property from the to the Rural Residential One (RR-1) zoning district to the Mixed Use Residential (MUR) zoning district**:

1. Prior to finalization of the rezoning, a platting action must be approved that adjusts the property lines to correspond with the zoning districts.
2. All City Code provisions in effect once the rezoning is finalized that are applicable to the Mixed Use Residential (MUR) District shall apply to this property.

This Zoning Agreement has been approved by the Sandpoint City Council and the Sandpoint City Attorney.

This Agreement, following approval by the City Council of the City of Sandpoint, shall be recorded in its entirety in the office of Bonner County Recorder. The cost and expense of such recording shall be paid by **APPLICANT**. This Agreement shall be deemed to run with the land and be affixed thereto and shall be a continuing obligation of **APPLICANT** or any subsequent owner, co-owner, agent, transferee, heir or assignee. The use of the property and compliance with this Agreement shall be reviewed and approved by the City, prior to issuance of any building permits.

The provisions of this Agreement, if approved, may be modified or amended only after a public hearing by the City Council of the City of Sandpoint and no modification of this Agreement shall allow a use or condition on this property that is not permitted within the proposed zone and any said modification shall be agreed to in writing by the parties to this agreement. Any modification to this Agreement shall be recorded in its entirety in the office of the Bonner County Recorder.

Compliance with this Agreement may be enforced by the action of the City of Sandpoint by any means deemed appropriate, including but not limited to specific enforcement, injunctive relief, damages or criminal penalties. Such enforcement options available to the City Council shall be deemed to be cumulative.

This Agreement is made and entered into freely, knowingly and voluntarily by the parties hereto in their appropriate and lawful capacities.

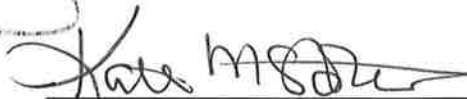
This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

Zoning Development Agreement between Bonner County and City of Sandpoint – September 2023

DATED this 28<sup>th</sup> day of September 2023.

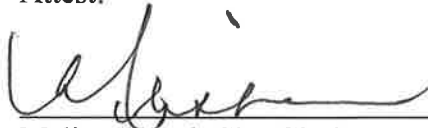


**CITY OF SANDPOINT**



Kate McAlister, City Council President  
for Shelby Rognstad, Mayor

Attest:



Melissa Ward, City Clerk

APPLICANT


A handwritten signature in black ink, appearing to read "Steven Bradshaw", written over a horizontal line.

Steven Bradshaw, Chairman, Bonner County Board  
of Commissioners

Attest:

A handwritten signature in black ink, appearing to read "Michael Rosedale", written over a horizontal line.

Michael Rosedale, County Clerk

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The **APPLICANT** and owner of property described below, does hereby acknowledge, covenant, agree, stipulate and affirm that the property and uses proposed shall be subject to this Development Agreement.

The legal description of the real property parcel subject herein is as follows:

A portion of Lot 1, Bonner County Readiness Center located in Section 10, Township 57 North, Range 2 West. Beginning at the Northwest corner of Lot 1 of the Bonner County Readiness Center Plat, thence S89°26'39"E along the northerly property line of Lot 1 a distance of 617.17 feet; thence S 00°00'00"E a distance of 151.55' to the Northeast corner of Lot 2 of the Bonner County Readiness Center Plat; thence S90°00'00"W along the shared property line between Lot 1 and Lot 2 a distance of 619.00' to the Northwest corner of Lot 2; thence N00°40'08"E a distance of 157.55' along the westerly property line of Lot 1 to the point of beginning. This land is bordered by Samuelson Avenue to the west, the existing Fairgrounds property to the north, and the Bonner County Sheriff's Office to the east.

In addition to those items specifically required by Chapter 9, Title 9 of the Sandpoint City Code, the following are likewise included herein and are conditions of **rezoning of this property from the Mixed Use Residential (MUR) zoning district to the Rural Residential 1 (RR-1) zoning district**:

1. Prior to finalization of the rezoning, a platting action must be approved that adjusts the property lines to correspond with the zoning districts.
2. All City Code provisions in effect once the rezoning is finalized that are applicable to the Rural Residential One (RR-1) District shall apply to this property.

This Zoning Agreement has been approved by the Sandpoint City Council and the Sandpoint City Attorney.

This Agreement, following approval by the City Council of the City of Sandpoint, shall be recorded in its entirety in the office of Bonner County Recorder. The cost and expense of such recording shall be paid by **APPLICANT**. This Agreement shall be deemed to run with the land and be affixed thereto and shall be a continuing obligation of **APPLICANT** or any subsequent owner, co-owner, agent, transferee, heir or assignee. The use of the property and compliance with this Agreement shall be reviewed and approved by the City, prior to issuance of any building permits.

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This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

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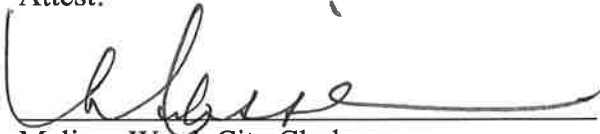


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Attest:



Melissa Ward, City Clerk

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