

Instrument # 991045
Bonner County, Sandpoint, Idaho
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Michael W. Rosedale Fee: \$85.00
Ex-Officio Recorder Deputy
Index to: MISC



**DEVELOPMENT AGREEMENT
UNIVERSITY PLACE
SUBDIVISION**

Unofficial Document

Recording requested by:
Jeremy Grimm on behalf of:
Tim McDonnell DBA K-M Enterprise LLC

614 Creekside Lane
Sandpoint, Idaho 83864

When recorded return to:
CITY of Sandpoint
Jennifer Stapleton, City Administrator
1123 Lake Street
Sandpoint, Idaho 83864

DEVELOPMENT AGREEMENT
UNIVERSITY PLACE SUBDIVISION

THIS DEVELOPMENT AGREEMENT (AGREEMENT), is entered into this 4th day of August, 2021 by and between the CITY of Sandpoint, Bonner County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "CITY," whose address is 1123 Lake Street, Sandpoint, Idaho 83864; and K-M Enterprises of Idaho, LLC, an Idaho Limited Liability Company, hereinafter referred to as the "DEVELOPER", whose address is P.O. Box 996, Dover, ID 83825. The CITY and the DEVELOPER are sometimes referred to herein as a "party" or "parties."

WITNESSETH:

WHEREAS, the DEVELOPER's subdivision proposal has been evaluated in accordance with CITY requirements for a subdivision, and received preliminary plat approval, which includes certain express terms, conditions and agreements, which the parties wish to memorialize as applicable to the subdivision. A draft of the proposed Subdivision Plat of University Park, now referred to as University Place, is attached hereto and incorporated herein as Exhibit A (the "Preliminary Plat"); and,

WHEREAS, the Planning Commission, the Mayor and the CITY Council of the CITY have determined that it is in the best interests of the CITY and the citizens thereof to approve the subdivision plat pursuant to the terms, covenants and conditions hereinafter set forth.

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UNIVERSITY PARK SUBDIVISION

WHEREAS, this Agreement replaces and supersedes the original agreement, entered into on the 30th day of December, 2020 and recorded on January 11, 2021 in Bonner County, Idaho, Instrument No. 973949.

NOW THEREFORE, pursuant to Sandpoint CITY Code Section 9-9-11, and in consideration of the terms, covenants and conditions set forth herein, the parties agree as follows:

1. **LEGAL DESCRIPTION:** The property affected by the Preliminary Plat is described as follows:

See EXHIBIT B

The historic use of the Property was an agricultural research station for the University of Idaho. The University declared the Property surplus and sold it to DEVELOPER. The PROPERTY is zoned by the CITY to allow urban density development. The current permitted uses of the Property shall be in accordance with the CITY designation of Residential Single-Family for approximately 60 acres located east of Boyer Avenue and west of the Union Pacific Railroad Tracks, south of Mountain View Drive. Approximately 5.5 Acres located between the Union Pacific Railroad Tracks and US Highway 2 are zoned Commercial B. The remaining 10 acres +/- are encumbered by Railroad Right-of-way or are steep slopes or are submerged wetlands.

2. **CONCEPT PLAN:** The DEVELOPER has prepared a concept plan for the Property, which has been made part of Preliminary Plat, attached hereto as Exhibit A.

3. **CONSTRUCTION SCHEDULE:** The DEVELOPER intends to construct Required Infrastructure Improvements and plat over phases. A specific schedule detailing the anticipated timing of infrastructure construction and estimated cost per phase shall be provided prior to issuance of construction permit(s). The Construction Schedule shall be substantially in the form detailed in Exhibit D. All phases of the Required Infrastructure Improvements shall be substantially completed in accordance with timeframes provided by CITY Code 10-1-7. The development schedule may be modified by the mutual consent of both parties, but in no case will building permits be issued prior to Final Plat approval, per phase. Extensions of the Construction Schedule shall not extend beyond December 31, 2025.

Developer may request a final plat on less than the entirety of any Phase (i.e. Phase 1A or Phase 2A) to be called a "Sub-Phase", to accommodate building on a smaller number of lots previous to the completion and approval of Final Plat of the entire Phase. But, in no case will sale of lots be allowed, nor Certificates of Occupancy be issued on any building constructed in the Sub Phase Final Plat prior to the Final Plat approval on the entire Phase.

4. **UTILITIES:** The DEVELOPER agrees to use the CITY'S water and sanitary sewer systems for the Property as lots are developed and to be responsible for any fees and charges normally required of similarly situated owners pursuant to CITY Code. The CITY agrees to provide access to such systems upon payment of the customarily-required fees. DEVELOPER

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UNIVERSITY PARK SUBDIVISION

may transfer the obligation to pay such fees and costs to the future owner of any Lot as shown on the Final Plat (each a "Lot"). Utility service to each phase shall be fully functional consistent with CITY standards even if such functionality requires improvements on land designated for subsequent phases.

5. **REQUIRED INFRASTRUCTURE IMPROVEMENTS:** The DEVELOPER agrees to construct the following public improvements in accordance with the terms of this Agreement and the applicable standards adopted by the CITY, no later than those dates reflected in the attached phasing schedule: sanitary sewer and water system extensions, fire hydrants, stormwater management, street, signage, curbs and gutters, drainage appurtenances, sidewalks, and the conditions of Section 12 herein (the "Required Infrastructure Improvements"), in accordance with the final plans, Approved For Construction. DEVELOPER agrees to confer with CITY staff during the course of the project to verify that all Required Infrastructure Improvements are in fact being installed and built in conformance with standards adopted by the CITY.

6. **STANDARDS AND WARRANTY:** The parties agree that the Preliminary Plat, the Concept Plan and the Construction Schedule submitted by the DEVELOPER for development of the Property are generally acceptable to the CITY. The DEVELOPER agrees that all Required Infrastructure Improvements shall be built to CITY standards and permits, adhering to all CITY policies and procedures and standards adopted by the CITY, including but not limited to Idaho Standards for Public Works Construction (ISPWC) (latest edition). The DEVELOPER further agrees that the final construction plans shall be submitted to the CITY for approval prior to commencement of any construction; shall detail construction of all Required Infrastructure Improvements; and, that all such work will be constructed in a workmanlike manner. The DEVELOPER will properly warrant all public improvements properly from defects by providing a warranty bond in an amount approved by the CITY and representing twenty percent (20%) of the estimated cost of all Required Public Improvements for a period of two years from the date of written acceptance by the CITY and prior to Final Plat approval. Should the DEVELOPER fail to make any required repairs within thirty days' written notice, the CITY may exercise the warranty bond. This period may be extended by the CITY if inclement winter weather prevents repair within the thirty-day period.

7. **INSPECTION AND TESTING:** All Required Infrastructure Improvements shall be inspected and tested by qualified professionals in accordance with Idaho Standards for Public Works Construction (latest edition) with all costs of testing and inspection to be borne by the DEVELOPER.

8. **ACCEPTANCE AND FAILURE TO COMPLY:** Inspection reports and testing records, conducted at the frequency and method(s) specified in the Idaho Standards for Public Works Construction (latest edition) for all Required Infrastructure Improvements shall be provided to the CITY within ninety days of completion of construction. A letter(s) signed by a professional engineer(s), licensed in Idaho, shall be provided by the DEVELOPER to the CITY stating that the

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substantially completed work was constructed in accordance with the conditions of this Agreement and subsequent permits, including but not limited to the approved plans and standards set forth herein. In no event shall the CITY accept the Required Infrastructure Improvements and/or approve a Final Plat, until such documentation has been provided and deemed acceptable by the CITY Engineer. The CITY reserves the right to retain the performance bond for Required Infrastructure Improvements and/or withhold other permits until the CITY has accepted the same.

9. **COVENANTS RUN WITH THE LAND:** The terms, conditions and covenants to be performed by the DEVELOPER under this Agreement shall run with the Property, and are binding upon the DEVELOPER, owners, co-owners, subsequent owners, and the DEVELOPER'S heirs, assigns and successors in interest. Transfer of any lot within the development to an owner shall automatically be deemed a transfer all of the obligations to be performed by the DEVELOPER with respect to any such lot. The obligations of the DEVELOPER, and any owners under this Agreement shall be joint and several.

Previous to approval of any Final Plat (including any Sub-Phase) within this Subdivision, DEVELOPER will be required to create, submit and have approved a Declaration of Covenants, Conditions, and Restrictions, commonly known as the CC&Rs to be recorded and run with the land.

10. **SECURITY FOR REQUIRED INFRASTRUCTURE IMPROVEMENTS:** The DEVELOPER or the DEVELOPER'S contractor shall submit a security device, per phase, sufficient to cover 150% of the CITY's approved estimated cost of construction, testing, and inspection for those Required Public Improvements not otherwise located on private property, including, but not limited to, streets and associated infrastructure, water main extensions, and sewer main extensions, and storm drainage facilities. This security device shall be provided prior to issuance of the related construction permit(s) and shall inure to the benefit of CITY, and may be in the form of a performance bond, irrevocable letter of credit, cash deposit or other security device acceptable to the CITY. The CITY reserves the right to perform the Required Infrastructure Improvements and retain the security in the event that the DEVELOPER fails to perform the work in accordance with this Agreement, as determined by the CITY. In no event will the security device be released until all Required Infrastructure Improvements have been completed in accordance with this Agreement and the Final Plat is approved by the CITY.

11. **MERGER AND AMENDMENT:** All promises and negotiations between the parties' merge into this Agreement. The Parties agree that this Agreement shall be amended only in writing and signed by both parties. The Parties further agree that this Agreement is not intended to replace any other requirement of CITY Code, but instead this Agreement is to be interpreted in connection with and as a supplement to CITY Code provisions.

12. **CONDITIONS:** The DEVELOPER shall meet the following requirements for this project.

- a. Detailed analysis will occur throughout the subdivision process. The analysis of layout, design, engineering and other factors may result in the need to revise a variety of plan elements. In addition, revisions may be necessary at the time of construction improvement plans. If CITY staff determines the revisions are substantial, these changes will require an amendment to the AGREEMENT. If the CITY staff determines that the revisions are minor, the changes may be approved, disapproved, or approved with conditions administratively. The authority to make the determination of when a revision is minor versus substantial is the CITY's.
- b. The 20' wide utility and emergency exit easement shown on the preliminary plat (sheet 4) shall also contain a publicly dedicated pedestrian easement which shall include a minimum 10' wide paved path to provide connection between what is shown to be both legs of S. Sand Creek Lane. If final utility plans necessitate access for maintenance, the access shall be capable of accommodating CITY maintenance vehicles.
- c. DEVELOPER shall provide a publicly dedicated pedestrian easement which shall include the construction of a minimum 10' wide paved path to provide connection between North Boyer Avenue and Blue Grass Avenue. The location of the pedestrian easement shall be approved by the CITY.
- d. DEVELOPER shall provide an update to the Trip Generation and Distribution Letter dated April 21, 2020 and the subsequent Traffic Impact Analysis (TIA) prepared by David Evans Associated, dated July, 20, 2020 (DEA Project Number KMEP0000-0001) in support of any future rezone or density increase above the current Single Family Residential zone.
- e. DEVELOPER shall make full improvements to urban standards to North Boyer Avenue as defined by CITY as specified below:
 1. Frontage improvements at this location shall be in accordance with CITY Code and standards. Developer shall construct a six (6) foot high non-vinyl fence along the entire frontage of North Boyer Avenue located on private property to provide for visual interest along the edge of the development which shall be maintained in perpetuity by the HOA.
 2. The CITY of Sandpoint shall be responsible for snow removal on the shared pathways.

- f. DEVELOPER shall make full improvements to urban standards to East Mountain View Drive, as defined by CITY as specified below:
1. Prior to a certificate of occupancy being issued on Phase I, Developer to reconstruct the southern portion of the East Mountain View Drive right-of-way along the property frontage, in general accordance with Exhibit B (concept plan/section – not for construction). The Developer shall obtain a construction permit, including CITY approved for construction plans (engineered roadway design by DEVELOPER).
 2. Frontage improvements at this location shall be in accordance with CITY Code and standards. Developer shall construct a six (6) foot high non-vinyl fence along the entire frontage of East Mountain View Drive located on private property to provide for visual interest along the edge of the development which shall be maintained in perpetuity by the HOA.
 3. The CITY of Sandpoint shall be responsible for snow removal on the shared pathway.
- g. DEVELOPER shall pay their “Fair Share” allocation of the cost of signalization of North Boyer Avenue and Baldy Mountain Road as specified below:
1. Prior to issuance of any permit for construction in Phase 2, the Developer shall pay a lump sum amount of \$87,360 as an extraordinary impact fee (CITY Code 12-1-12), for system improvements at the intersection of North Boyer Ave/Baldy Mountain Road, specifically to provide signalization. This total amount represents development’s fair share contribution of 21.84% at this location, resulting from the development, calculated in accordance with the methodology described in the adopted Urban Area Transportation Plan (UATP). The total calculated system improvements at this location include engineering and public infrastructure, and exclude possible right-of-way acquisition and railroad improvements due to the lack of a preliminary design validating the necessity of either.
- h. DEVELOPER shall pay their “Fair Share” allocation of the cost of signalization of US 2 and Larch Street as specified below:
1. Prior to issuance of any permit for construction, the Developer shall pay a lump sum amount of \$6,703.20 as an extraordinary impact fee (CITY Code 12-1-12), for system improvements at the intersection of US-2/Larch Street, specifically, to provide additional and dedicated turn lanes for eastbound and westbound motorists. This total amount represents the development’s fair share contribution of 2.45% at this location, resulting from the development, calculated in accordance with

the methodology described in the adopted Urban Area Transportation Plan (UATP). The total calculated system improvements at this location include engineering and public infrastructure; sufficient right-of-way exists for necessary system improvements.

- i. Development of the lots will be subject to all current requirements in place at the time of permit application.
- j. The DEVELOPER shall maintain compliance with the United States Environmental Protection Agency's Construction General Permit (CGP) throughout development. Failure to comply with the terms of the CGP may result in orders to stop work by the CITY or others.
- k. DEVELOPER and/or owners of individual lots shall be required to pay impact fees prior to issuance of a building permit(s) at the current rate adopted by CITY Council at the time of building permit issuance.
- l. In the event the DEVELOPER do not proceed with the Final Plat, the DEVELOPER shall provide the CITY a 30-foot wide utility easement(s), as the CITY deems necessary to access, operate and maintain any functionally complete and accepted Required Public Infrastructure.
- m. The DEVELOPER shall not be responsible for additional off-site improvements beyond the terms of this Development Agreement unless the actual or estimated average daily trips (ADT) (weekday or weekend) exceeds the number of trips included in the DEVELOPER'S final Trip Generation and Distribution letter; future land use actions may require submission of a current TGDL.
- n. The DEVELOPER shall adequately maintain all stormwater conveyance and treatment systems, in accordance with the Stormwater Permit issued by the CITY, in perpetuity, and shall transfer such maintenance to future, individual property owners and/or another entity by executing subdivision covenants, conditions, and restrictions.
- o. DEVELOPER shall confirm capacity to CITY of existing sewer lift station and upgrade as specified below:
 1. Based upon the submitted report, the CITY does not anticipate that upsizing will be required. However, depending upon the results of an approved report, the Developer shall be responsible for the project costs associated with upsizing and/or other necessary upgrades, as determined by the CITY Engineer.

- p. DEVELOPER shall demonstrate compliance with wetland requirements.
 - 1. Prior to issuance of any permit for construction impacting wetlands, the Developer shall provide evidence of authorization issued by the United States Army Corps of Engineers and including, receipt of payment for any required wetland credits.
- q. DEVELOPER shall demonstrate to CITY that they have applied to Bonner County for a Reservation of Street Names for those streets reflected on the Preliminary Plat. All new street names shall be mutually exclusive from one another.
- r. Prior to approval of any Final Plat, DEVELOPER shall demonstrate the creation of a Homeowners' Association to ensure long-term maintenance of private park, path, structure and storm drainage facilities. Such demonstration shall include Articles of Incorporation, By-laws, and Covenants, Conditions and Restrictions (CC&Rs) for the Homeowners' Association.

13. **AFFIDAVIT OF OWNER:** The DEVELOPER is the legal Property Owner.

14. **JURISDICTION/VENUE/ATTORNEY FEES:** Any action brought to enforce this Agreement, or to interpret its terms, covenants and conditions, shall be governed by Idaho law, and brought in the District Court of the First Judicial District, Bonner County, Idaho. The prevailing party in any such action may recover its reasonable attorney fees in addition to any other remedy available at law or equity.

IN WITNESS WHEREOF, the Mayor and CITY Clerk of the CITY of Sandpoint have executed this contract on behalf of CITY, the CITY Clerk has affixed the seal of CITY hereto, and DEVELOPER has caused the same to be executed the day and year first above written.

CITY OF SANDPOINT,



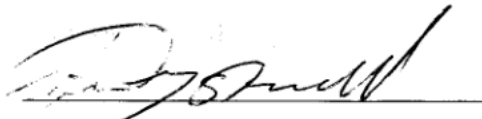
Shelby Rognstad, Mayor

ATTEST:


Melissa Ward, CITY Clerk

DEVELOPER

By: K-M Enterprise LLC



Tim McDonnell

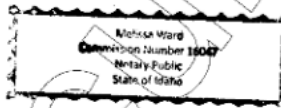
DEVELOPMENT AGREEMENT
UNIVERSITY PARK SUBDIVISION

State of Idaho)
County of Bonner)

On this 1st day of September, in the year of 2021, before me, a Notary Public, personally appeared, Shelby Rognstad, known to me to be the Mayor of the CITY of Sandpoint, Idaho whose name is subscribed to the within instrument, and acknowledged to me that he has the authority to executed the same on behalf of the CITY of Sandpoint, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notaries Seal the day and year in this certificate first above written.

[Signature]



Notary Public: State of Idaho

My Commission expires: 12/28/2021

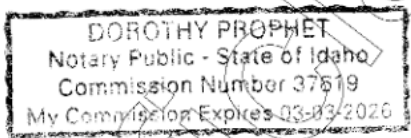
On this 17 day of Aug, in the year of 2021, before me, a Notary Public, personally appeared, Tim McDonnell, legal representative of K-M Enterprises, LLC, proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notaries Seal the day and year in this certificate first above written.

[Signature]

Notary Public: State of Idaho

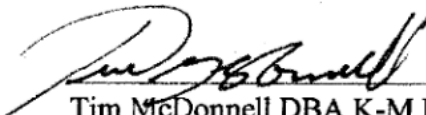
My Commission expires: 3-3-2024



**AFFIDAVIT OF PROPERTY OWNERS
SANDPOINT CITY CODE SECTION 9-9-11(C)**

I, the undersigned owners of the above described Property, hereby acknowledge and agree to submission of the use of said Property pursuant to the terms, covenants and conditions of this Agreement.

Dated this 4 day of Aug, 2021.


Tim McDonnell DBA K-M Enterprise LLC

SUBSCRIBED AND SWORN TO before me this 4 day of Aug, 2021.

KATHRYN JUNE KEENEY
Notary Public - State of Idaho
Commission Number 20191638
My Commission Expires 08-07-2025

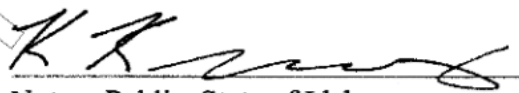

Notary Public, State of Idaho
My commission expires: August 7, 2025

EXHIBIT A

Preliminary Plat

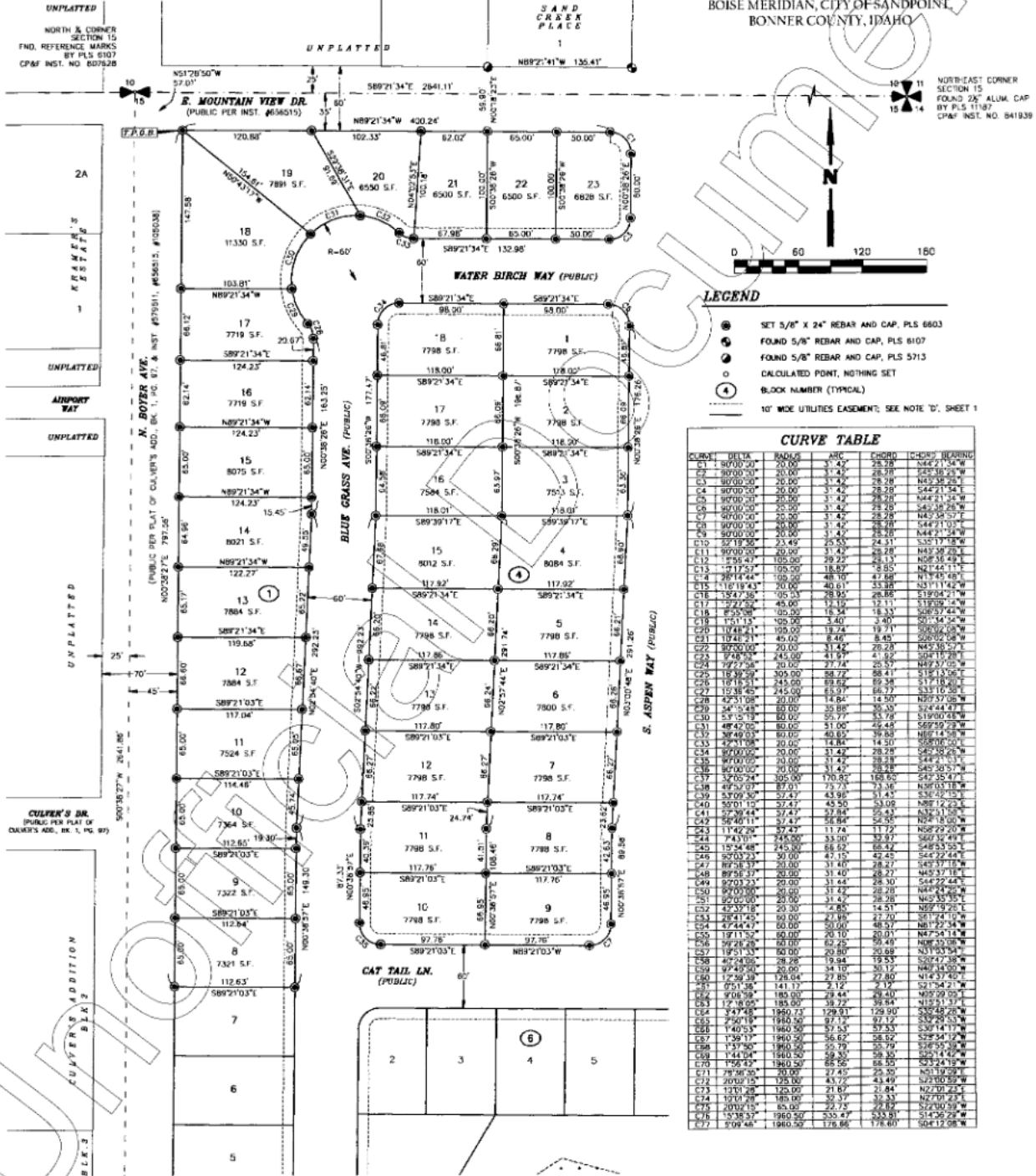
Exhibit "A"

Unofficial Document

PRELIMINARY PLAT

UNIVERSITY PARK

LYING IN A PORTION OF THE E 1/2 OF SECTION 15,
TOWNSHIP 57 NORTH, RANGE 2 WEST,
BOISE MERIDIAN, CITY OF SANDPOINT,
BONNER COUNTY, IDAHO



- LEGEND**
- SET 5/8" X 24" REBAR AND CAP, PLS 6803
 - FOUND 5/8" REBAR AND CAP, PLS 8107
 - FOUND 5/8" REBAR AND CAP, PLS 5713
 - CALCULATED POINT, NOTHING SET
 - ④ BLOCK NUMBER (TYPICAL)
 - 10' WIDE UTILITIES EASEMENT; SEE NOTE 'D', SHEET 1

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	90.0000	20.00	3.42	26.78	S44°15'44"W
C2	90.0000	20.00	3.42	26.78	S55°18'21"W
C3	90.0000	20.00	3.42	26.78	N43°38'25"W
C4	90.0000	20.00	3.42	26.78	N43°38'25"W
C5	90.0000	20.00	3.42	26.78	N44°11'34"W
C6	90.0000	20.00	3.42	26.78	S43°28'26"W
C7	90.0000	20.00	3.42	26.78	S44°05'47"W
C8	90.0000	20.00	3.42	26.78	S44°11'03"W
C9	90.0000	20.00	3.42	26.78	N44°05'47"W
C10	90.0000	20.00	3.42	26.78	S43°17'58"W
C11	90.0000	20.00	3.42	26.78	N43°38'25"W
C12	179.9999	20.00	3.42	26.78	N56°14'11"W
C13	179.9999	20.00	3.42	26.78	N56°14'11"W
C14	28.1144	100.00	48.10	47.88	N17°45'48"W
C15	154.1743	100.00	48.10	47.88	N17°45'48"W
C16	154.1743	100.00	48.10	47.88	S19°04'17"W
C17	122.7277	45.00	13.12	12.11	S13°09'42"W
C18	105.2000	15.00	2.44	2.41	S12°17'58"W
C19	151.1515	100.00	48.10	47.88	S01°34'52"W
C20	104.8214	100.00	18.74	19.71	S89°04'06"W
C21	104.8214	100.00	18.74	19.71	S89°04'06"W
C22	202.0000	20.00	3.42	26.78	N43°38'25"W
C23	77.4825	245.00	41.97	41.82	S04°15'01"W
C24	77.4825	245.00	41.97	41.82	S04°15'01"W
C25	18.3929	305.00	58.72	58.41	S18°13'05"W
C26	18.3929	305.00	58.72	58.41	S18°13'05"W
C27	62.5700	100.00	31.42	28.78	S44°11'34"W
C28	42.3108	40.00	14.84	14.50	N09°07'08"W
C29	34.5448	80.00	25.85	25.70	S19°00'42"W
C30	53.5759	80.00	25.85	25.70	S19°00'42"W
C31	48.4200	80.00	51.00	45.48	S69°59'22"W
C32	28.4800	80.00	48.63	39.58	N09°44'58"W
C33	28.4800	80.00	48.63	39.58	N09°44'58"W
C34	89.0000	20.00	3.42	26.78	S43°28'26"W
C35	89.0000	20.00	3.42	26.78	S43°28'26"W
C36	89.0000	20.00	3.42	26.78	S44°11'34"W
C37	37.0524	305.00	170.82	169.65	S43°35'47"W
C38	42.3108	40.00	14.84	14.50	N09°07'08"W
C39	53.0930	57.47	43.98	41.43	S32°42'15"W
C40	53.0930	57.47	43.98	41.43	N09°12'23"W
C41	74.3701	57.47	51.88	52.43	N09°12'23"W
C42	56.4011	57.47	58.84	52.95	N09°12'23"W
C43	114.226	24.00	11.74	11.72	N59°59'20"W
C44	114.226	24.00	11.74	11.72	N59°59'20"W
C45	19.5448	245.00	41.97	41.82	S04°15'01"W
C46	92.0522	20.00	41.15	40.87	S48°53'52"W
C47	92.0522	20.00	41.15	40.87	S48°53'52"W
C48	89.3633	20.00	31.40	28.27	N43°37'17"W
C49	89.3633	20.00	31.40	28.27	N43°37'17"W
C50	89.0000	20.00	3.42	26.78	N44°05'47"W
C51	89.0000	20.00	3.42	26.78	N43°35'17"W
C52	23.3711	20.00	2.86	2.84	S11°24'10"W
C53	23.3711	20.00	2.86	2.84	N01°24'10"W
C54	47.4447	80.00	50.00	48.57	N01°24'10"W
C55	171.750	80.00	26.10	26.91	N47°41'18"W
C56	36.2828	80.00	62.25	59.49	N08°33'08"W
C57	185.133	80.00	20.80	20.88	S03°53'34"W
C58	47.4447	80.00	19.84	19.53	S04°12'59"W
C59	97.4350	20.00	34.10	30.12	N49°14'30"W
C60	125.363	128.60	27.85	27.87	N44°11'34"W
C61	125.363	128.60	27.85	27.87	S11°24'10"W
C62	170.139	185.00	29.44	29.40	N03°29'55"W
C63	170.139	185.00	29.44	29.40	N03°29'55"W
C64	147.478	190.75	129.93	129.90	S08°48'26"W
C65	147.478	190.75	129.93	129.90	S08°48'26"W
C66	140.251	190.50	97.17	97.12	S02°20'53"W
C67	136.177	190.50	56.62	56.52	S08°54'12"W
C68	137.300	190.50	50.79	50.79	N47°41'18"W
C69	144.104	190.50	29.70	29.70	N47°41'18"W
C70	152.420	190.50	68.50	68.50	S13°24'19"W
C71	78.4630	20.00	27.45	25.50	N01°24'10"W
C72	103.000	125.00	63.72	64.49	S13°30'59"W
C73	130.228	125.00	21.87	21.84	N22°00'22"W
C74	133.000	185.00	27.33	27.33	N22°00'22"W
C75	100.000	185.00	27.73	27.89	N22°00'22"W
C76	138.351	190.50	33.47	33.81	S14°26'22"W
C77	109.448	190.50	176.80	176.80	S04°12'59"W

PREPARED FOR:
THE McDONNELL
SANDPOINT, ID 83864

FOUND 2" ALUM. CAP
SET BY PLS 5576
CP&F INST. NO. 504023

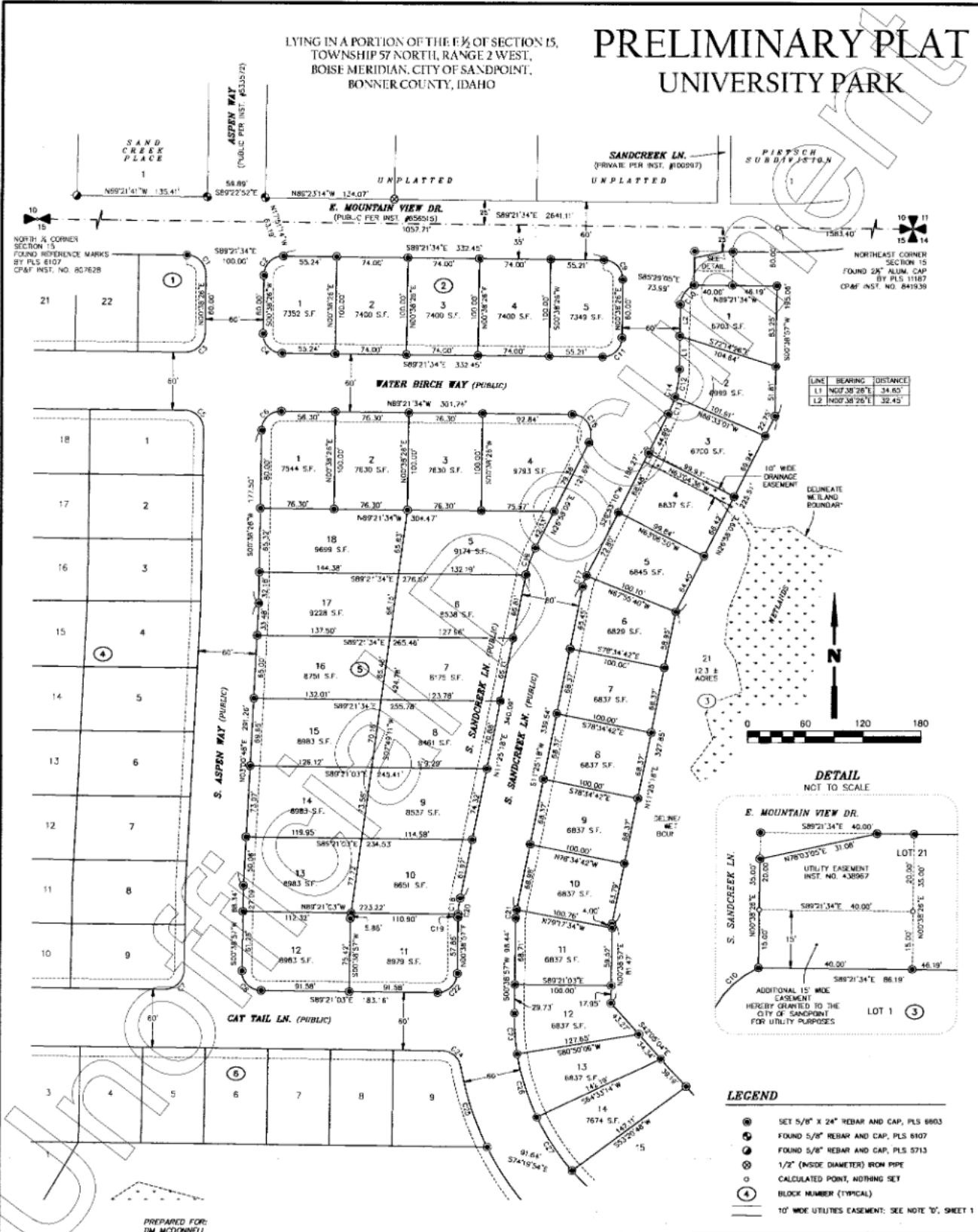
PROJECT # 19-100-000000
DRAWING NAME: 19-100-000000 PREL PLAT

CLARE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-265-4474

Scale: 1" = 60'
Checked By: SLT
Drawn By: SFO
Plot Date: 5/8/2020
Sheet: 2 of 8

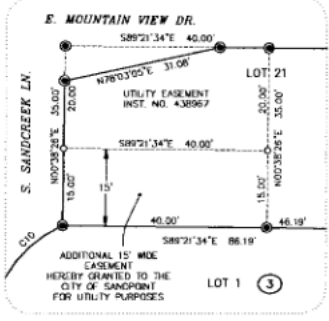
LYING IN A PORTION OF THE E 1/2 OF SECTION 15,
 TOWNSHIP 57 NORTH, RANGE 2 WEST,
 BOISE MERIDIAN, CITY OF SANDPOINT,
 BONNER COUNTY, IDAHO

PRELIMINARY PLAT UNIVERSITY PARK



LINE	BEARING	DISTANCE
L1	N00°30'20"E	34.63'
L2	N00°30'20"E	32.45'

DETAIL
 NOT TO SCALE



- LEGEND**
- SET 5/8" X 24" REBAR AND CAP, PLS 6603
 - ⊙ FOUND 5/8" REBAR AND CAP, PLS 6107
 - ⊙ FOUND 5/8" REBAR AND CAP, PLS 5713
 - ⊙ 1/2" (INSIDE DIAMETER) IRON PIPE
 - CALCULATED POINT, NOTHING SET
 - ④ BLOCK NUMBER (TYPICAL)
 - 10' WIDE UTILITIES EASEMENT: SEE NOTE 'D', SHEET 1

PREPARED FOR:
 TIM MCCONNELL
 SANDPOINT, ID 83864



1/4	Section	Range	TOWNSHIP	RANGE
15	57	2	N	W
PROJECT # 19-120 MCCONNELL				
DRAWING NAME: 19-120 MCCONNELL PRELIM PLAT				

**PRELIMINARY PLAT
 UNIVERSITY PARK**

CLAHE & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 303 Church Street
 Sandpoint, Idaho 83864
 208-895-4474

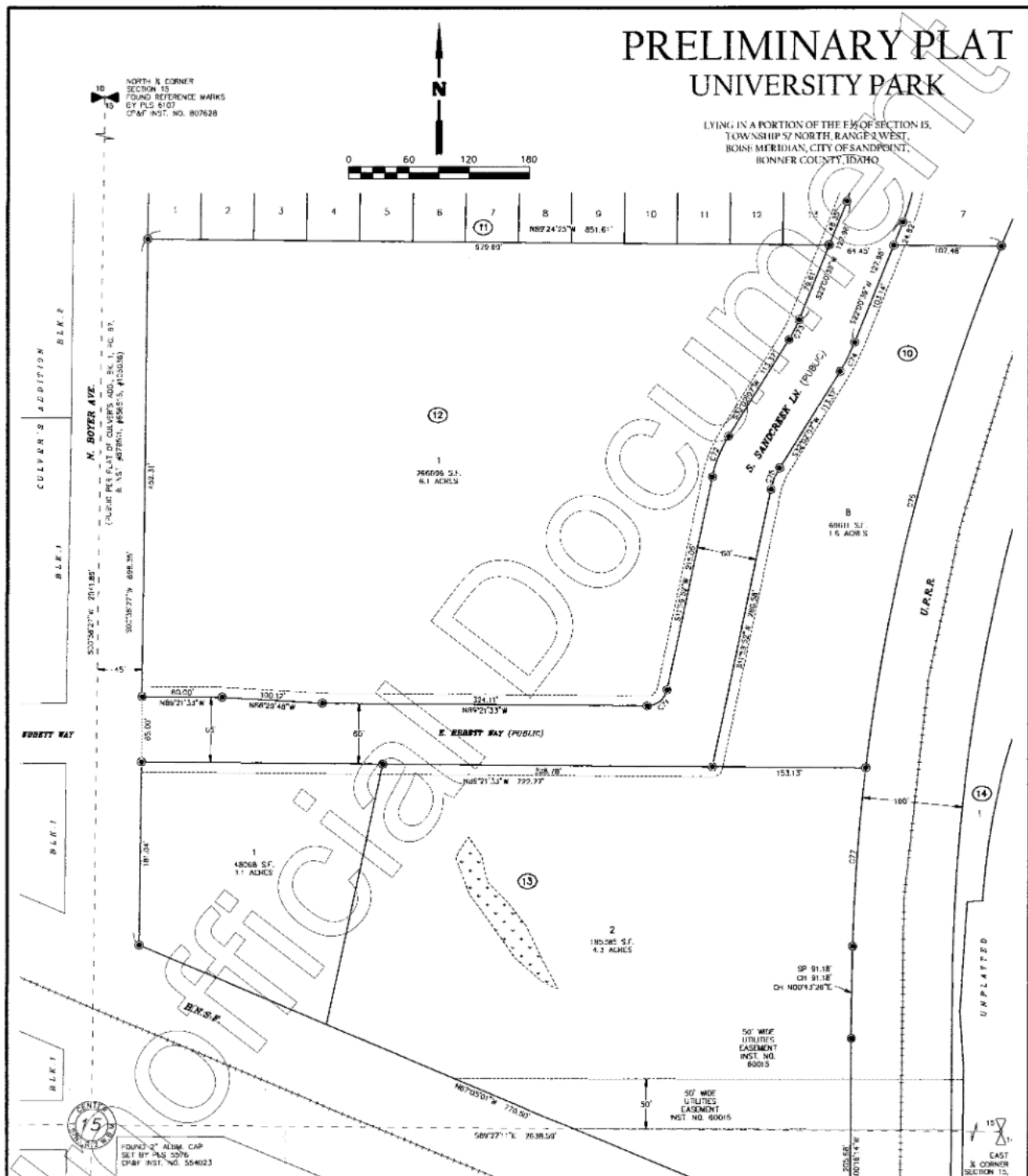
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Checked By: [Signature] Drawn By: [Signature]

Plot Date: 5/8/2020 Sheet: 3 of 8

PRELIMINARY PLAT UNIVERSITY PARK

LYING IN A PORTION OF THE E 1/2 OF SECTION 15,
 TOWNSHIP 57 NORTH, RANGE 2 WEST,
 BOISE MERIDIAN, CITY OF SANDPOINT,
 BONNER COUNTY, IDAHO



**PRELIMINARY PLAT
 UNIVERSITY PARK**

GLAHE & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 303 Church Street
 Sandpoint, Idaho 83864
 208-285-4474

Scale: 1"=60'
 Checked By: SET
 Drawn By: SWD
 Plat Date: 6/8/2020
 Sheet: 8 of 8

1/4	Section	Township	Range
	15	57 N	2 W

PROJECT # 19-120 MCDONNELL
 DRAWING NAME: 19-120 MCDONNELL PRELIM PLAT

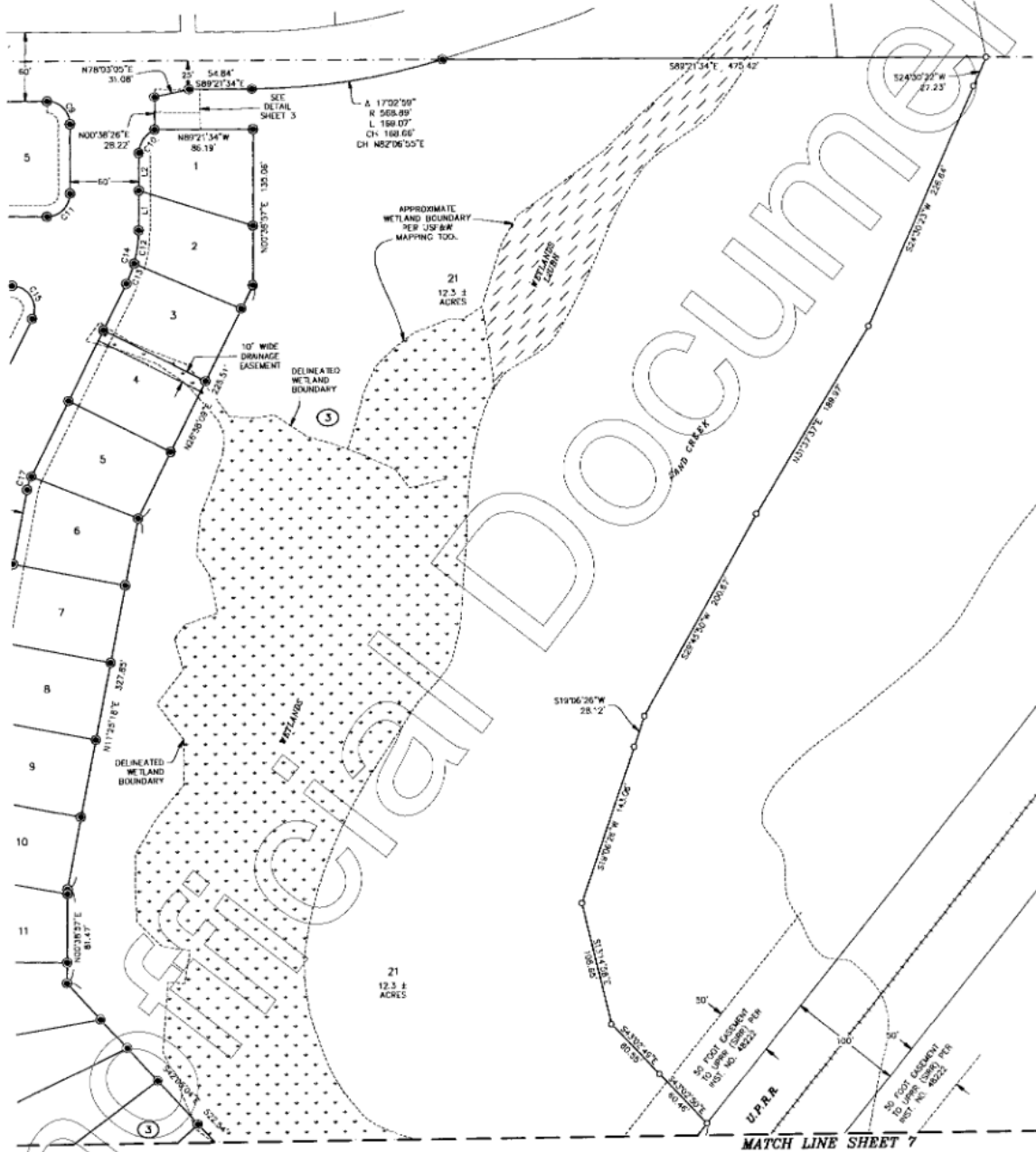
- LEGEND**
- SET 5/8" X 24" REBAR AND CAP, PLS 6603
 - ④ BLOCK NUMBER (TYPICAL)
 - 10' WIDE UTILITIES EASEMENT; SEE NOTE 'D', SHEET 1



PREPARED FOR:
 TIM MCDONNELL
 SANDPOINT, ID 83864

LYING IN A PORTION OF THE E 1/2 OF SECTION 15,
 TOWNSHIP 57 NORTH, RANGE 2 WEST,
 BOISE MERIDIAN, CITY OF SANDPOINT,
 BONNER COUNTY, IDAHO

PRELIMINARY PLAT UNIVERSITY PARK



- LEGEND**
- SET 5/8" x 24" REBAR AND CAP, PLS 6603
 - CALCULATED POINT, NOTHING SET
 - ④ BLOCK NUMBER (TYPICAL)
 - 10' WIDE UTILITIES EASEMENT; SEE NOTE 10, SHEET 1

PREPARED FOR:
 TIM MCDONNELL
 SANDPOINT, ID 83864



1/4	Section	Range	Meridian	County
15	57 N	2 W	Boise	Bonner
PROJECT # 19-130 MCDONNELL				
DRAWING NAME: 19-130 MCDONNELL PRELIM PLAT				

**PRELIMINARY PLAT
 UNIVERSITY PARK**

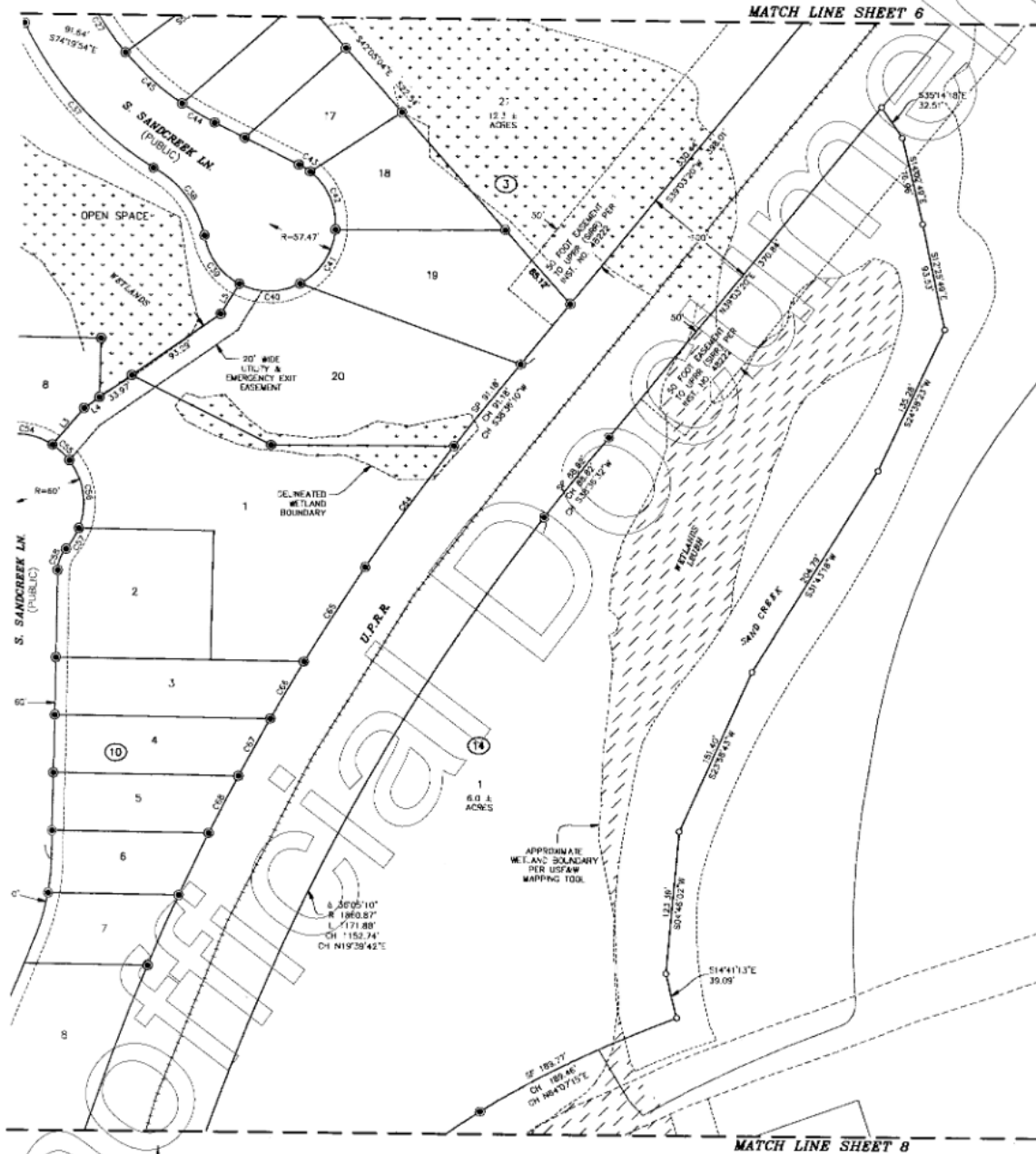
GLAHE & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 305 Church Street
 Sandpoint, Idaho 83864
 208-265-4474

Scale: 1"=60'

Checked By: SLT
 Drawn By: SWO
 Plot Date: 5/8/2020
 Sheet: 8 of 8

LYING IN A PORTION OF THE E 1/2 OF SECTION 15,
 TOWNSHIP 57 NORTH, RANGE 2 WEST,
 BOISE MERIDIAN, CITY OF SANDPOINT,
 BONNER COUNTY, IDAHO

PRELIMINARY PLAT UNIVERSITY PARK



LEGEND

- SET 5/8" X 24" REBAR AND CAP, PLS 6603
- CALCULATED POINT, NOTHING SET
- ④ BLOCK NUMBER (TYPICAL)
- 10' WIDE UTILITIES EASEMENT; SEE NOTE 17, SHEET 1



PREPARED FOR:
 TIM MCDONNELL
 SANDPOINT, ID 83864



1/4	Section	Range	Range	Range
15	57	2	W	W
PROJECT # 19-120 MCDONNELL DRAWING NAME: 19-120 MCDONNELL PRELIM PLAT				

**PRELIMINARY PLAT
 UNIVERSITY PARK**

CLARK & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 303 Church Street
 Sandpoint, Idaho 83864
 208-295-4474

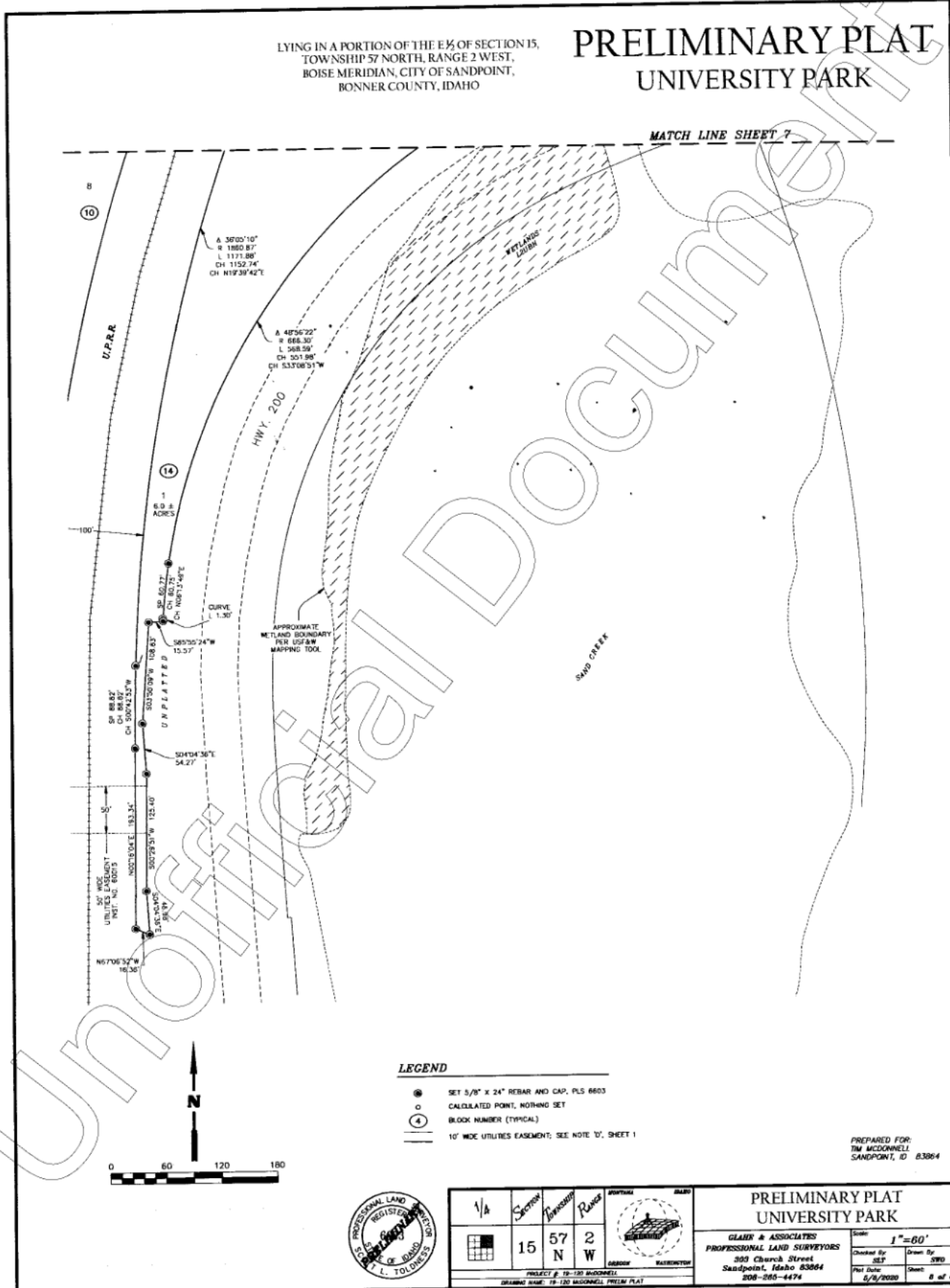
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 Plot Date: 3/5/2020
 Sheet: 7 of 8

LYING IN A PORTION OF THE E 1/2 OF SECTION 15,
 TOWNSHIP 57 NORTH, RANGE 2 WEST,
 BOISE MERIDIAN, CITY OF SANDPOINT,
 BONNER COUNTY, IDAHO

PRELIMINARY PLAT UNIVERSITY PARK

MATCH LINE SHEET 7



LEGEND

- SET 5/8" x 24" REBAR AND CAP, PLS 6603
- CALCULATED POINT, NOTHING SET
- ④ BLOCK NUMBER (TYPICAL)
- 10' WIDE UTILITIES EASEMENT; SEE NOTE 'D', SHEET 1

PREPARED FOR:
 TIM MCCONNELL
 SANDPOINT, ID 83864



1/4	Section	Township	Range	Meridian	BLM
15	57	N	2	W	
PROJECT # 19-10 BOUNDARY DRAWING NAME: 19-100 MCCONNELL PRELIM PLAT					

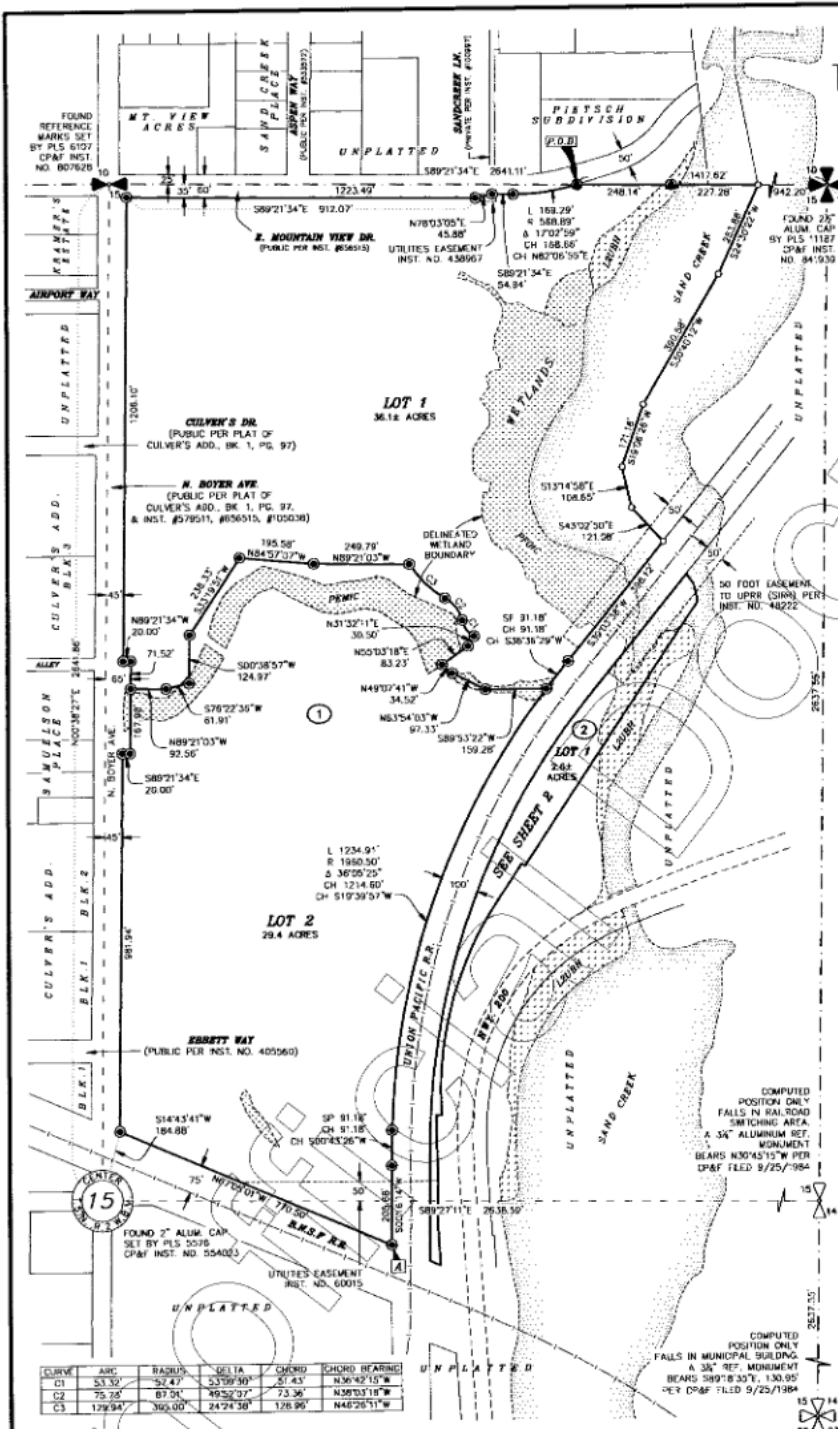
**PRELIMINARY PLAT
 UNIVERSITY PARK**

GLANK & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 303 Church Street
 Sandpoint, Idaho 83864
 208-285-4474

Scale: 1"=60'
 Checked By: JLF
 Drawn By: SWD
 Plot Date: 6/8/2020
 Sheet: 8 of 8

EXHIBIT B

Exhibit "B"



UNIVERSITY PLACE

LYING IN A PORTION OF THE E/2 OF SECTION 15,
 TOWNSHIP 57 NORTH, RANGE 2 WEST,
 BOISE MERIDIAN, CITY OF SANDPOINT,
 BONNER COUNTY, IDAHO

DOCUMENTS AND EASEMENTS OF RECORD

THE FOLLOWING DOCUMENTS OF RECORD PER ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NO. 867898-5, DATED OCTOBER 8, 2019:

1. ANY CLAIM ARISING FROM THE DIFFERENCE IN THE MEAN HIGH WATER LINE OF SAND CREEK AND THE MEANDER LINE AS SHOWN BY THE ORIGINAL GOVERNMENT SURVEY.
2. RIGHT TITLE AND INTEREST OF THE STATE OF IDAHO WITHIN THE NATURAL BED OF SAND CREEK BELOW THE ORDINARY HIGH WATER LINE, AND ALSO EXCEPTING ANY ARTIFICIAL ACCRETIONS WATERWARD OF SAID ORDINARY LOW WATER LINE.
3. EASEMENT FOR RIGHT OF WAY GRANTED TO BONNER COUNTY, INST. NO. 58064, BK. 42 OF DEEDS, PG. 817, NOT SHOWN HEREON.
4. A PERPETUAL RIGHT OF WAY AND EASEMENT TO OVERLOOK, FLOOD AND SUBMERGE A PORTION OF THE SUBJECT PROPERTY GRANTED TO THE U.S.A. BY JUDGMENT ON DECLARATION OF TAKING, BK.12 OF JUDGMENTS, PG. 98, 8/11/12952.
5. A RAILROAD EASEMENT GRANTED TO SPOKANE INTERNATIONAL RAILROAD COMPANY, INST. NO. 48222, BK. 20 OF MISC., PG. 536, 2/10/1954, AS SHOWN HEREON.
6. A UTILITIES EASEMENT, 25' ON EACH SIDE OF THE POWER LINE, GRANTED TO PACIFIC POWER AND LIGHT CO., INST. NO. 80015, BK. 23 OF MISC. PG. 43, 1/24/1957, AS SHOWN HEREON.
7. A UTILITIES EASEMENT GRANTED TO THE CITY OF SANDPOINT, IDAHO, INST. NO. 43887, 1/18/1994, AS SHOWN HEREON.
8. ALL MATTERS, COOR'S, EASEMENTS, ETC., AS DISCLOSED BY RECORD OF SURVEY, INST. NO. 513676, 11/8/1997.
9. A UTILITIES EASEMENT GRANTED TO MOUNTAIN STATES POWER CO., INST. NO. 517238, 1/12/1998, NOT SHOWN HEREON (BLANKET EASEMENT).
10. A UTILITIES EASEMENT GRANTED TO THE WASHINGTON WATER POWER COMPANY, INST. NO. 526964, 4/8/1988, NOT SHOWN HEREON.
11. A RIGHT OF WAY EASEMENT (BOYER AVE) GRANTED TO CITY OF SANDPOINT, INST. NO. 856515, 8/8/2004, AS SHOWN HEREON.

LEGEND

- SECTIONAL CORNER, AS NOTED.
- SET 5/8" X 24" REBAR AND CAP, PLS 6603
- FOUND ALUMINUM CAP, PLS 6019
- CALCULATED POINT, NOTHING SET
- REFERENCE POINT 'A' (SEE OWNERS' CERTIFICATE, SHEET 3)
- BLOCK NUMBER (TYPICAL)

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY GPS CONTROL COORDINATES DERIVED FROM NGS OPUS SOLUTIONS USING A REFERENCE FRAME OF NAD83 (2011) (EPOCH: 2010.000). ALL BEARINGS REFER TO THE IDAHO COORDINATE SYSTEM OF 1983, WEST ZONE, (1103) - US SURVEY FT. REFER TO THE DRAWING FOR SPECIFIC LINE AND MONUMENTS USED.

DISTANCES SHOWN HAVE BEEN CONVERTED FROM GRID TO GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00012095. GEODEIC NORTH IS AN ANGULAR ROTATION OF -0.38619\" AT THE CENTER 1/4 CORNER OF SECTION 15.



CURVE	ARC	RADIUS	DELTA	CHORD	CHORD BEARING
C1	33.30	52.47	53.79/30'	27.43	N30°42'10\" W
C2	75.26	87.94	49.52/37'	73.36	N30°13'18\" W
C3	129.94	365.00	24.24/30'	126.90	N48°28'11\" W

GENERAL NOTES

1. SOLID WASTE SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS.
2. WETLANDS ARE PRESENT ON THE SUBJECT PROPERTY AS DELINEATED BY TOM OUBENBOMER, APRIL, 2020, AND LABELED HEREON. WETLANDS PER THE U.S. FISH & WILDLIFE WETLAND INVENTORY MAPPING TOOL ARE SHOWN APPROXIMATELY. WETLANDS ARE CATEGORIZED AS PEMIC, L2UBH, & PFOTIC.
3. THE PROPOSED LOTS ARE CATEGORIZED AS ZONE 'X', WITH PORTIONS OF THE OPEN SPACE AREA LOCATED IN THE FLOOD ZONE 'AE' ALONG SAND CREEK PER FEMA PANEL 16017C018E, EFFECTIVE 11/18/2009.
4. ALL LAND WITHIN THE BOUNDARY OF THIS SHORT PLAT IS SUBJECT TO THE PROVISIONS AND CONDITIONS OF APPROVAL OF P520-0003 (UNIVERSITY PARK SUBDIVISION) AND ALL PROVISIONS AND REQUIREMENTS OF THE DEVELOPMENT AGREEMENTS BETWEEN THE CITY OF SANDPOINT, K-M ENTERPRISES OF IDAHO, LLC, AND MAW HOLDINGS, LLC, DATED / / AND RECORDED AS INSTRUMENT NO. / / AND ANY FUTURE SUBDIVISION OR REPLAT OF ALL LAND WITHIN THE BOUNDARY OF THIS SHORT PLAT WILL ALSO BE SUBJECT TO THE PROVISIONS AND REQUIREMENTS OF THE FOREMENTIONED DOCUMENTS.
5. FUTURE DEVELOPMENT OF LOT 1 OF BLOCK 2 SHALL BE SUBJECT TO THE PROVISIONS OF THE ZONING DISTRICT AT THE TIME OF DEVELOPMENT AND CONTINGENT UPON LEGAL ACCESS TO HWY 2 PER THE REQUIREMENTS OF THE IDAHO TRANSPORTATION DEPARTMENT. NO BUILDING PERMIT SHALL BE ISSUED FOR LOT 1 OF BLOCK 2 UNTIL SATISFACTORY PROOF OF ACCESS HAS BEEN PROVIDED AND ACCEPTED BY THE CITY OF SANDPOINT.

RECORD REFERENCES

1. RECORD OF SURVEY, PLS 882, INST. NO. 215514, 8/78/1979
2. RECORD OF SURVEY, PLS 892, INST. NO. 454845, 10/28/1984
3. SAND CREEK PLACE, BK. 4, PG. 55, INST. NO. 378125, 7/23/1960
4. REPLAT OF LOT 4 SAND CREEK PLACE, BK. 4, PG. 152, INST. NO. 435572, 10/12/1993
5. RECORD OF SURVEY, PLS 5076, INST. NO. 513676, 11/8/1997
6. RECORD OF SURVEY, PLS 5087, INST. NO. 504275, 10/26/1989
7. WETSH SUBDIVISION, BK. 6, PG. 93, INST. NO. 505869, 6/21/2000
8. RECORD OF SURVEY, PLS 10077, INST. NO. 808452, 4/14/2001
9. RECORD OF SURVEY, PLS 14679, INST. NO. 918022, 12/2/2017



1/4	Section	Range	Township
15	57 N	2 W	

PROJECT # 19-130 WOODHILL
 DRAWING NAME: 19-130 University Place

UNIVERSITY PLACE

GLARE & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 303 Church Street
 Sandpoint, Idaho 83864
 208-285-4474

Scale: 1" = 200'
 Checked by: SEL
 Drawn by: GWO
 Per Date: 8/11/2021
 Sheet: 1 of 3

UNIVERSITY PLACE

LYING IN A PORTION OF THE E 1/2 OF SECTION 15,
 TOWNSHIP 57 NORTH, RANGE 2 WEST,
 BOISE MERIDIAN, CITY OF SANDPOINT,
 BONNER COUNTY, IDAHO

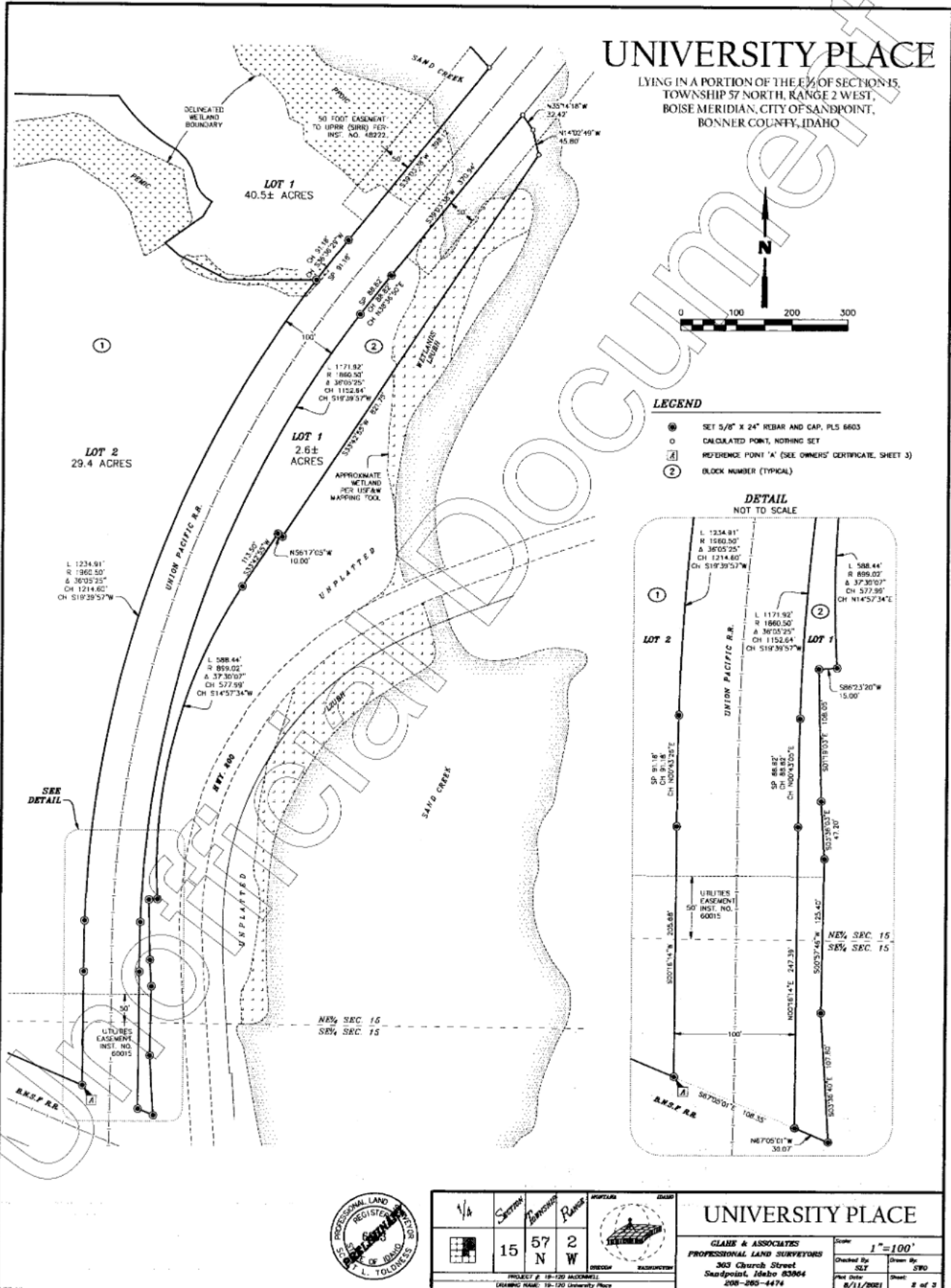


EXHIBIT C

**Concept Plan / Section Views
Mountain View Drive**

Unofficial Document

EXHIBIT D
Construction Schedule

	Activity	Est. Start	Est. Completion
Phase I			
A	Sewer / Water	12/2020	4/2021
B	Stormwater	12/2020	4/2021
C	Street/Frontage	12/2020	4/2021
D	Final Plat 1a	TBD	TBD
E	Paving	5/2021	5/2021
F	Final Plat 1b	TBD	TBD
Phase II			
A	Sewer / Water	5/2021	10/2021
B	Stormwater	5/2021	10/2021
C	Street/Frontage	5/2021	10/2021
D	East Mountain View	5/2021	10/2021
E	Final Plat	5/2021	10/2021
Phase III			
A	Sewer / Water	10/2021	10/2022
B	Stormwater	10/2021	10/2023
C	Street/Frontage	10/2021	10/2023
D	Final Plat	5/2022	12/2023

Unofficial