

Instrument # 991044
Bonner County, Sandpoint, Idaho
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Recorded for: JEREMY GRIMM
Michael W. Rosedale Fee \$85.00
Ex-Officio Recorder Deputy
Index to: MISC

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DEVELOPMENT AGREEMENT UNIVERSITY PLACE SUBDIVISION

Unofficial Document

Recording requested by:
Jeremy Grimm on behalf of:
Derek Mulgrew DBA M&W Holdings 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 13 day of Aug, 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 M&W Holdings, LLC, an Idaho Limited Liability Company hereinafter referred to as the "DEVELOPER", whose address is 809 W Main, #303, Spokane, WA 99201 respectively. 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.

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.

DEVELOPMENT AGREEMENT
UNIVERSITY PARK SUBDIVISION

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 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 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 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 KMED0000-0001) in support of any future rezone or density increase above the current Single Family Residential zone. Additional mitigation beyond that identified in this Development Agreement, including, but not limited to, a northbound right turn lane on North Boyer Avenue at the project driveway at Ebbett Way may be required.
- d. DEVELOPER shall make full improvements to urban standards to North Boyer Avenue as defined by CITY as specified below:
 1. Prior to a certificate of occupancy being issued on Phase II, but no later than 2025, the Developer is to reconstruct the eastern portion of the North Boyer Avenue right-of-way along the property frontage, in general accordance with Original DA Exhibit B (concept plan/section – not for construction). The Developer shall obtain a construction permit, including CITY approved for construction plans. Construction plans shall provide completed engineered roadway design. Any and all utility relocations required as a result of these improvements are the responsibility of the 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 frontage of North Boyer Avenue for Block 8 , Lot 1-3 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 pathways.
- e. Development of the lots will be subject to all current requirements in place at the time of permit application.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.

1. 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.
 - m. 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.
 - n. 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

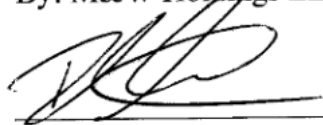
ATTEST:

Melissa Ward, CITY Clerk

State of Idaho)

DEVELOPMENT AGREEMENT
UNIVERSITY PARK SUBDIVISION

DEVELOPER

By: M&W Holdings LLC

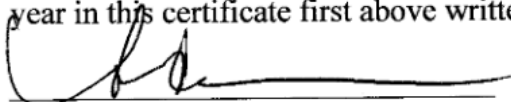


Derek Mulgrew

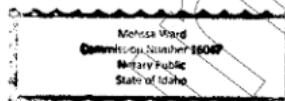
County of Bonner)

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.



Notary Public: State of Idaho



My Commission expires: 12/28/2021

Unofficial Document

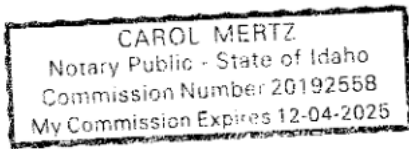
DEVELOPMENT AGREEMENT
UNIVERSITY PARK SUBDIVISION

Notary Public: State of Idaho

My Commission expires: _____

On this 13 day of August 2021 in the year of 2021, before me, a Notary Public, personally appeared, Derek Mulgrew, legal representative of M&W Holdings, 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.



Carol Mertz
Notary Public: State of Idaho
My Commission expires: 12-04-2025

**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 13 day of Aug, 2021.



Derek Mulgrew DBA M&W Holdings LLC

SUBSCRIBED AND SWORN TO before me this 13 day of August, 2021.



Notary Public, State of Idaho

My commission expires: 12-04-2025

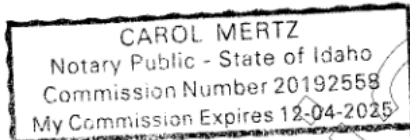
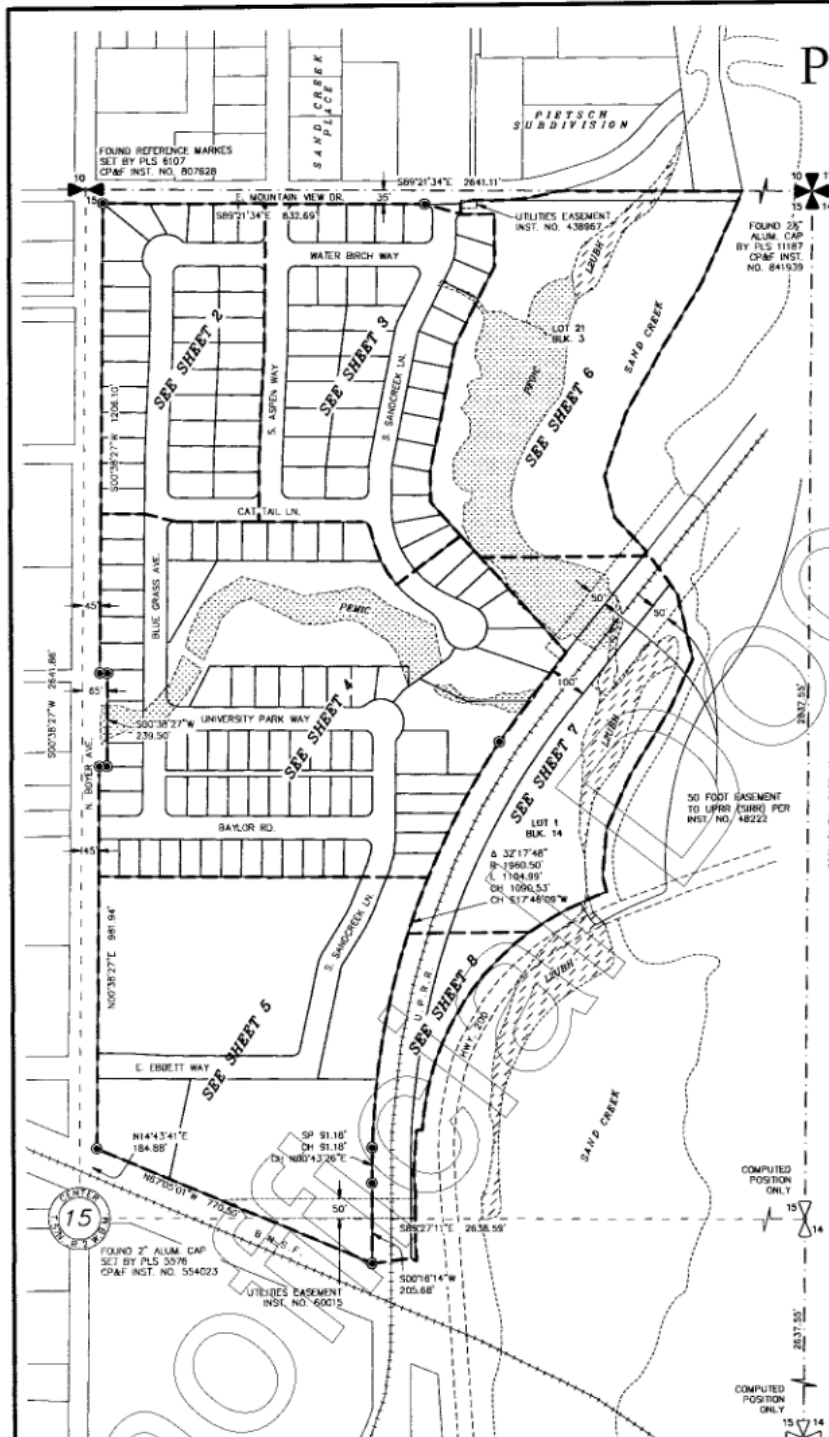


EXHIBIT A

Preliminary Plat

Exhibit "A"



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.



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. 867958-S, 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. 5908B, BK. 42 OF DEEDS, PG. 617, NOT SHOWN HEREON.
4. A PERPETUAL RIGHT OF WAY AND EASEMENT TO OVERTLOW, 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. 96, 8/11/2002.
5. A RAILROAD EASEMENT GRANTED TO SPOKANE INTERNATIONAL RAILROAD COMPANY, INST. NO. 48222, BK. 20 OF MISC., PG. 536, 2/10/1954.
6. A UTILITIES EASEMENT, 25' ON EACH SIDE OF THE POWER LINE, GRANTED TO PACIFIC POWER AND LIGHT CO., INST. NO. 60015, BK. 23 OF MISC., PG. 431, 1/24/1957, AS SHOWN HEREON.
7. A UTILITIES EASEMENT GRANTED TO THE CITY OF SANDPOINT, IDAHO, INST. NO. 438967, 1/18/1994, AS SHOWN HEREON.
8. ALL MATTERS, CORNER, EASEMENTS, ETC., AS DISCLOSED BY RECORD OF SURVEY, INST. NO. 513676, 11/6/1997.
9. A UTILITIES EASEMENT GRANTED TO MOUNTAIN STATES POWER CO., INST. NO. 517238, 1/22/1988, NOT SHOWN HEREON (BLANKET EASEMENT).
10. A UTILITIES EASEMENT GRANTED TO THE WASHINGTON WATER POWER COMPANY, INST. NO. 526984, 4/6/1998, AS SHOWN HEREON.
11. A RIGHT OF WAY EASEMENT (BOYER AVE) GRANTED TO CITY OF SANDPOINT, INST. NO. 656515, 8/6/2004, AS SHOWN HEREON.

LEGEND

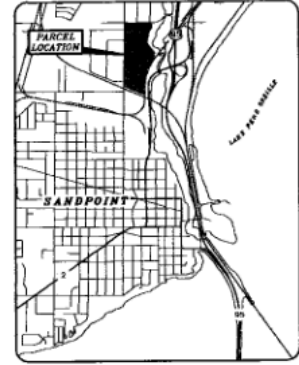
- SECTIONAL CORNER, AS NOTED.
- SET 5/8" X 24" REBAR AND CAP, PLS 8603
- SHEET BOUNDARY

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 (2011EPOCH: 2010.000). ALL BEARINGS REFER TO THE SAHO COORDINATE SYSTEM OF 1983, WEST ZONE, (1103) - U.S. 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. GEODETIC NORTH IS AN ANGULAR ROTATION OF -030'08" AT THE CENTER 1/4 CORNER OF SECTION 15.

VICINITY MAP



SURVEYOR'S NARRATIVE

GENERAL NOTES

- A) SOLID WASTE SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS.
- B) WETLANDS ARE PRESENT ON THE SUBJECT PROPERTY AS DELINEATED BY TOM DUEBENDORFER, APRIL, 2020, AND LABELED HEREON. WETLANDS PER THE U.S. FISH & WILDLIFE WETLAND INVENTORY MAPPING TOOL ARE SHOWN APPROXIMATELY. WETLANDS ARE CATEGORIZED AS PEMIC, LZUBH, & PFDIC.
- C) 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 1501FC0745E, EFFECTIVE 11/18/2009.
- D) THE 10' WIDE UTILITIES EASEMENTS AS SHOWN (SEE SHEETS 2-5) ARE HEREBY GRANTED TO ALL UTILITY PROVIDERS OF THIS PLAT.

PREPARED FOR:
 TIM MCCONNELL
 SANDPOINT, ID 83864



1/4	Section	Range	BLANK
15	57	2	
	N	W	

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

PRELIMINARY PLAT
UNIVERSITY PARK

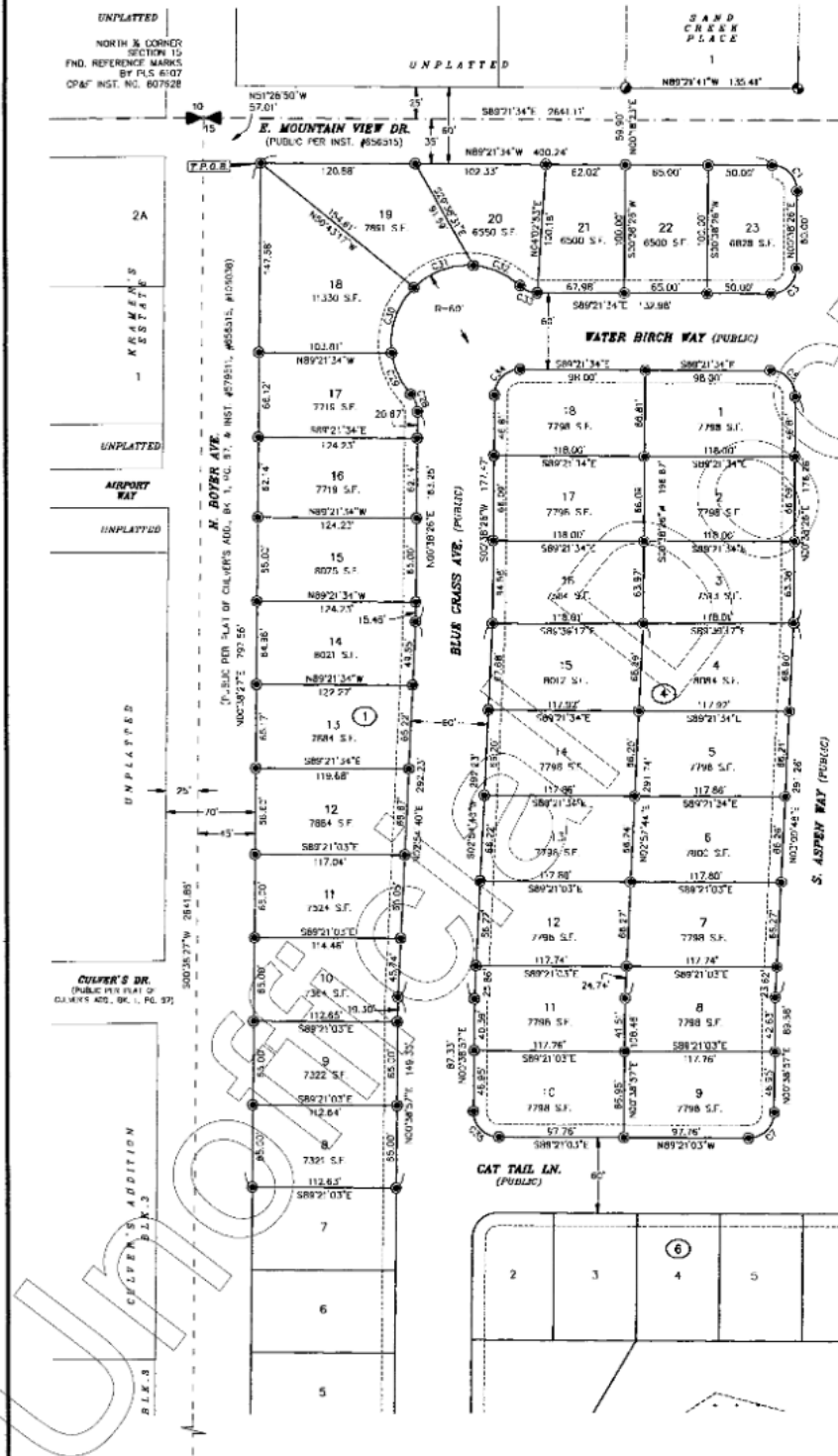
GLAHE & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 303 Church Street
 Sandpoint, Idaho 83864
 208-265-4474

Scale: 1" = 200'
 Checked By: SEJ
 Drawn By: JPD
 Plot Date: 5/8/2020
 Sheet: 1 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



- LEGEND**
- SET 3/8" X 24" REBAR AND CAP, PLS 8603
 - FOUND 3/8" REBAR AND CAP, PLS 6107
 - FOUND 3/8" REBAR AND CAP, PLS 3713
 - CALCULATED POINT, NOTHING SET
 - BLOCK NUMBER (TYPICAL)
- 10' WIDE UTILITIES EASEMENT; SEE NOTE 'D', SHEET 1

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	WEARING
C1	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C2	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C3	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C4	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C5	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C6	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C7	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C8	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C9	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C10	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C11	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C12	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C13	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C14	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C15	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C16	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C17	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C18	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C19	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C20	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C21	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C22	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C23	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C24	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C25	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C26	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C27	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C28	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C29	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C30	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C31	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C32	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C33	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C34	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C35	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C36	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C37	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C38	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C39	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C40	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C41	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C42	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C43	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C44	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C45	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C46	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C47	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C48	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C49	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C50	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C51	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C52	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C53	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C54	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C55	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C56	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C57	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C58	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C59	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C60	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C61	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C62	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C63	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C64	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C65	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C66	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C67	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C68	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C69	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C70	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C71	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C72	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C73	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C74	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C75	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W
C76	90.0000	20.00	31.42	20.00	14.14	S45°21'34"W
C77	90.0000	20.00	31.42	20.00	14.14	N45°21'34"W

PREPARED FOR:
 TIM MCDONNELL
 SANDPOINT, ID 83864

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

15 57 2
 N W

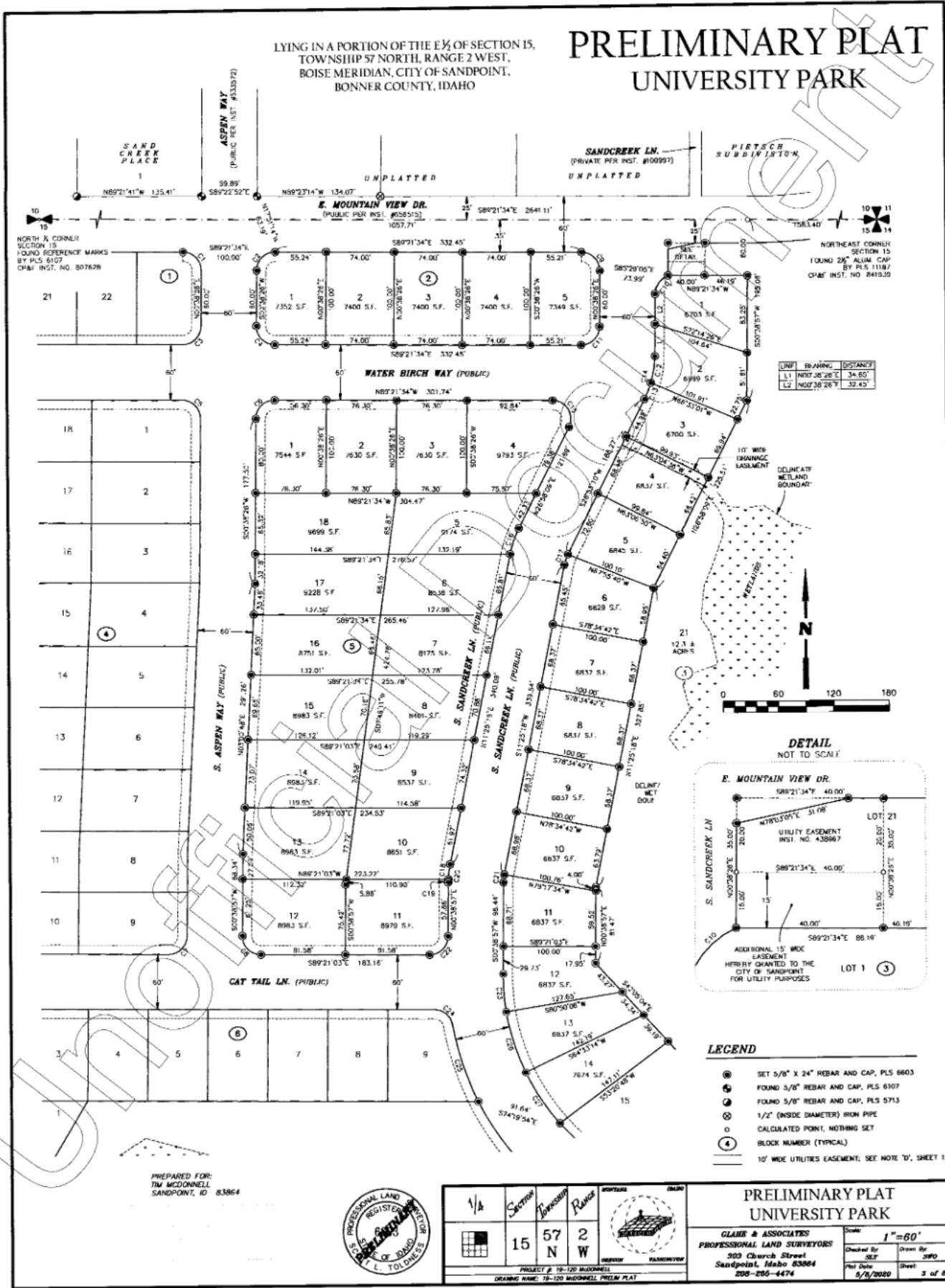
CLARK & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 303 Church Street
 Sandpoint, Idaho 83864
 208-265-4474

Scale: 1"=60'
 Checked by: SLT
 Drawn by: SWO
 Plot Date: 5/9/2020
 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

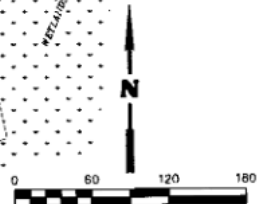
UNIVERSITY PARK



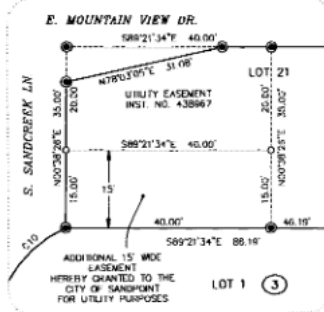
NORTH & CORNER SECTION 15 FOUND REFERENCE MARKS BY PLS 8507 C&E INST. NO. 807628

NORTHEAST CORNER SECTION 15 FOUND 2" ALUM. CAP BY PLS 11187 C&E INST. NO. 841933

LINE	BEARING	DISTANCE
L1	N00°38'28"E	34.65'
L2	N00°38'26"W	32.42'



DETAIL NOT TO SCALE



- LEGEND**
- SET 5/8" X 24" REBAR AND CAP, PLS 6603
 - FOUND 5/8" REBAR AND CAP, PLS 8107
 - ⊙ 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 McDONNELL
 SANDPOINT, ID 83864

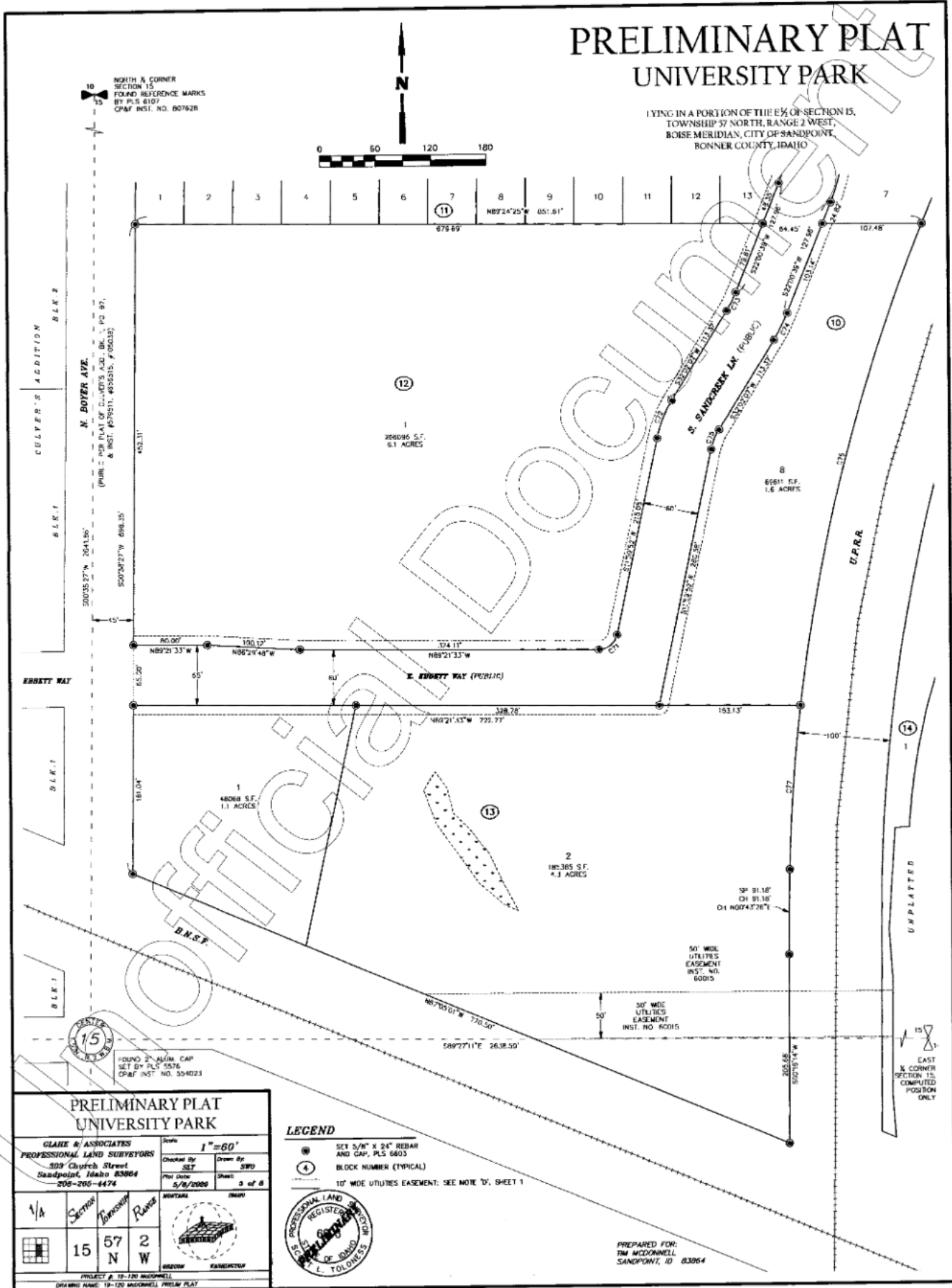


1/4	Section	Township	Range
15	57	2	N W
PROJECT # 19-120 McDONNELL			
DRAWING NAME: 19-120 McDONNELL PRELIM PLAT			

PRELIMINARY PLAT
UNIVERSITY PARK

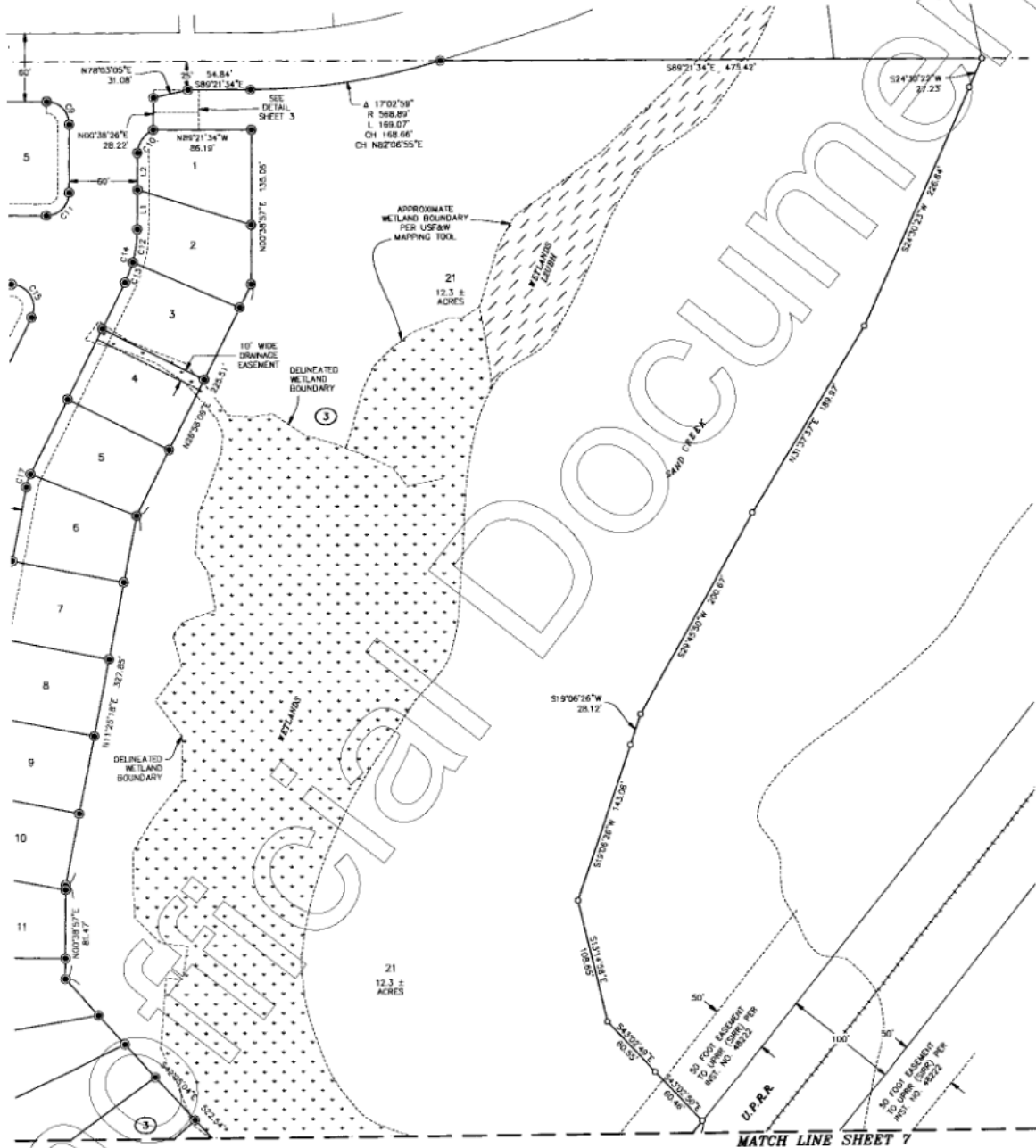
GLASSER & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 303 Church Street
 Sandpoint, Idaho 83864
 200-265-4474

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 Drawn By: [Signature]
 Plot Date: 5/9/2020
 Sheet: 3 of 8



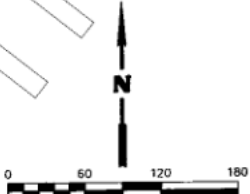
LYING IN A PORTION OF THE E 1/2 OF SECTION 15,
 TOWNSHIP 57 NORTH, RANGE 2 WEST,
 BOISE MERIDIAN, CITY OF SANDPOINT,
 BONNER COUNTY, IDAHO

PRELIMINARY PLAT UNIVERSITY PARK



LEGEND

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



PREPARED FOR:
 TIM MCDONNELL
 SANDPOINT, ID 83864



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

**PRELIMINARY PLAT
 UNIVERSITY PARK**

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

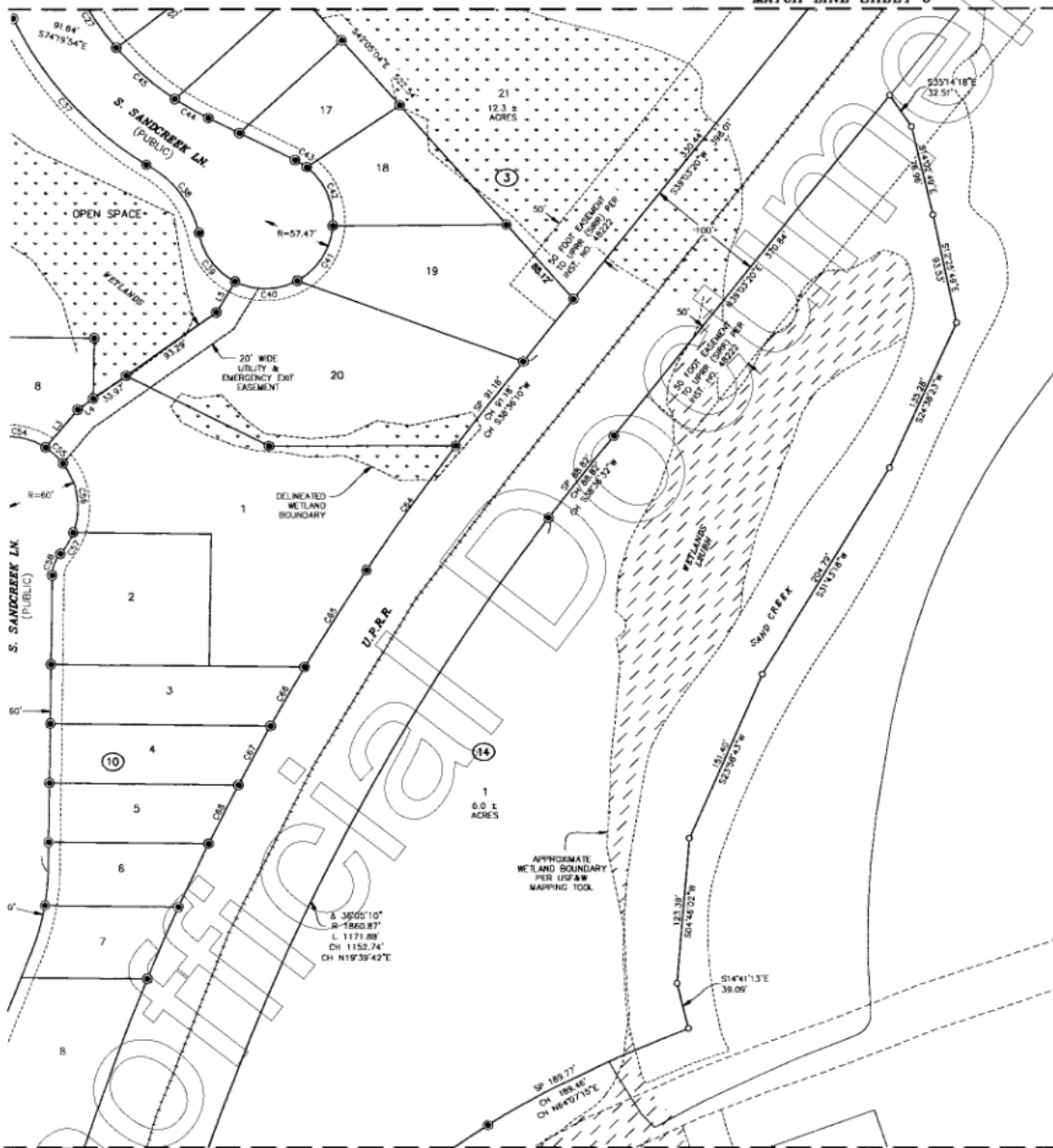
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Checked By: SLP	Drawn By: CWB
Plot Date: 5/9/2020	Sheet: 6 of 6

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

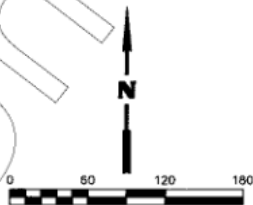
MATCH LINE SHEET 6



MATCH LINE SHEET 8

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 MCDONNELL
 SANDPOINT, ID 83864



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

**PRELIMINARY PLAT
 UNIVERSITY PARK**

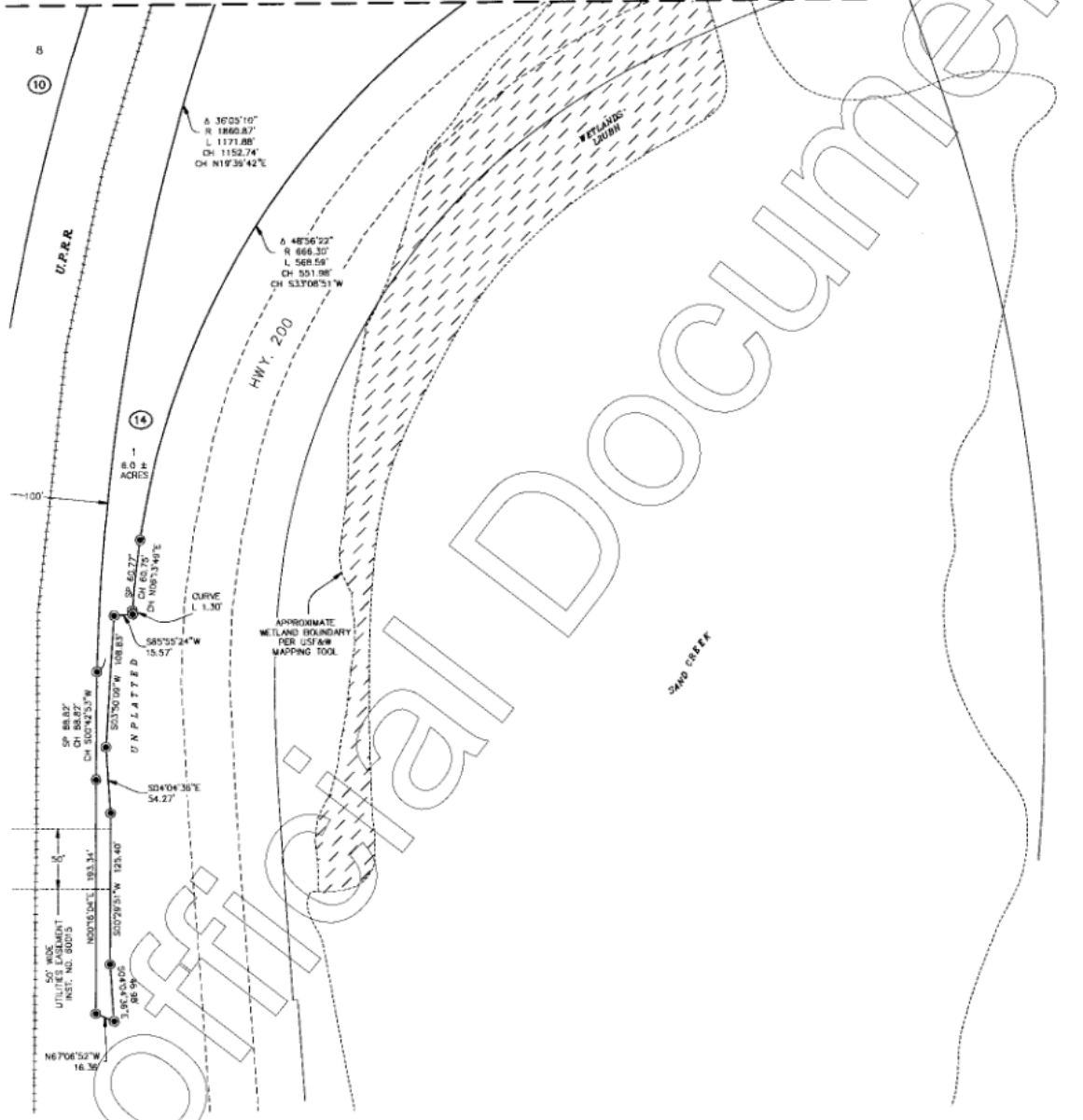
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 PROFESSIONAL LAND SURVEYORS
 303 Church Street
 Sandpoint, Idaho 83864
 208-285-4474

Scale: 1" = 60'
 Checked By: SET
 Drawn By: SWD
 Plot Date: 5/9/2020
 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

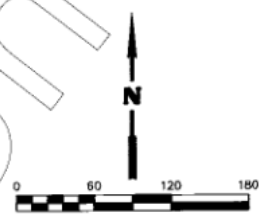
PRELIMINARY PLAT UNIVERSITY PARK

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 MCDONNELL
SANDPOINT, ID 83864



1/4	Section	Township	Range	Meridian
15	57 N	2 W		
PROJECT # 10-120 MCDONNELL				
DRAWING NAME: 10-120 MCDONNELL PRELIM PLAT				

**PRELIMINARY PLAT
UNIVERSITY PARK**

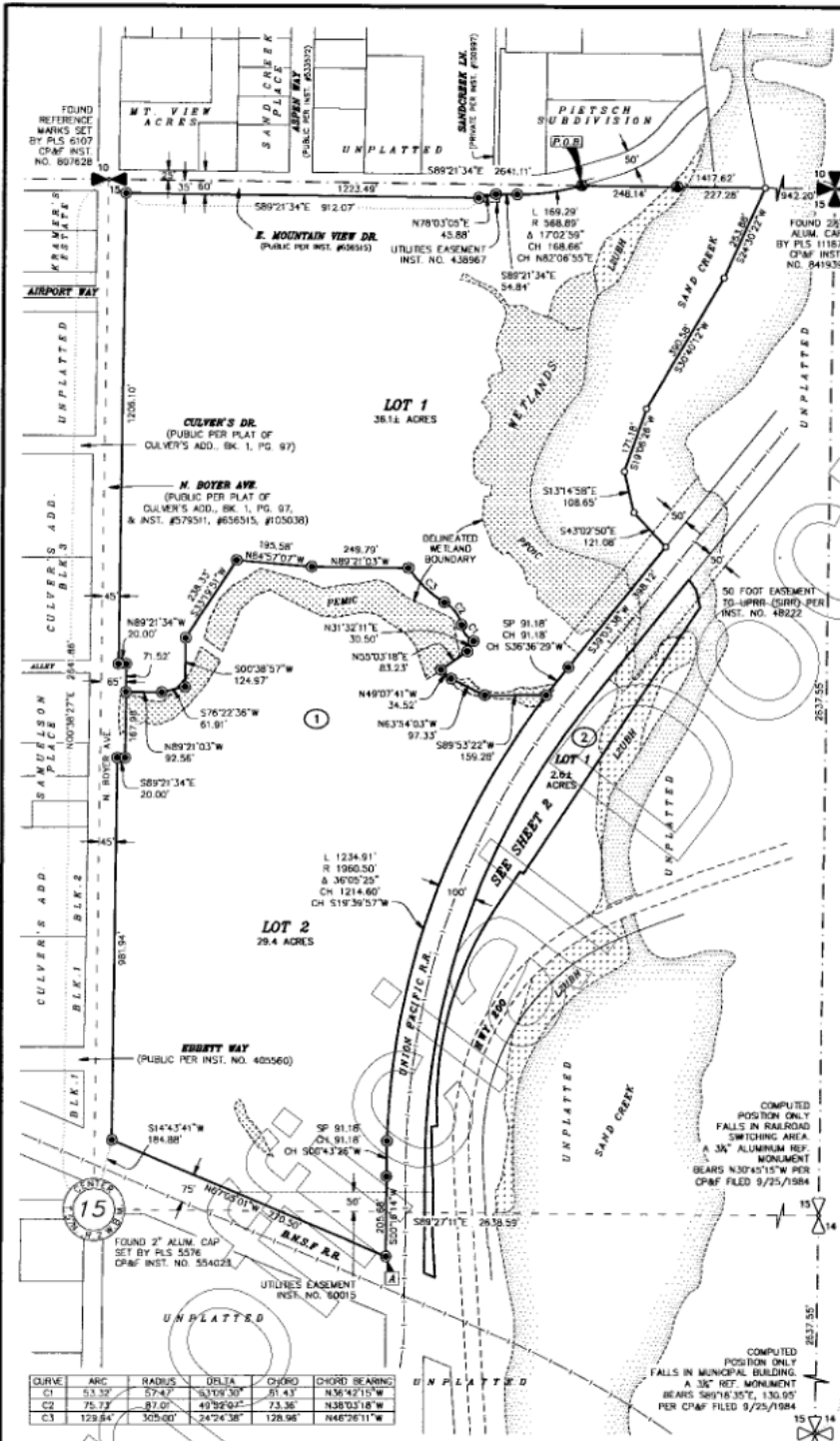
GLABE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
305 Church Street
Sandpoint, Idaho 83864
208-265-4474

Scale: 1"=60'

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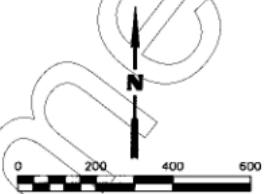
EXHIBIT B

Exhibit "B"



UNIVERSITY PLACE

LYING IN A PORTION OF THE E 1/4 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 BOI REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NO. 867698-S, 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. RIGHTS, 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. 59086, BK. 42 OF DEEDS, PG. 617, NOT SHOWN HEREON.
4. A PERPETUAL RIGHT OF WAY AND EASEMENT TO OVERTLOW, 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. 96, 8/11/1959.
5. A RAILROAD EASEMENT GRANTED TO SPOKANE INTERNATIONAL RAILROAD COMPANY, INST. NO. 48222, BK. 20 OF MSC, 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. 60015, BK. 23 OF MSC, PG. 431, 1/24/1957, AS SHOWN HEREON.
7. A UTILITIES EASEMENT GRANTED TO THE CITY OF SANDPOINT, IDAHO, INST. NO. 438967, 1/18/1994, AS SHOWN HEREON.
8. ALL MATTERS, COVENANTS, EASEMENTS, ETC., AS DISCLOSED BY RECORD OF SURVEY, INST. NO. 513676, 11/6/1997.
9. A UTILITIES EASEMENT GRANTED TO MOUNTAIN STATES POWER CO., INST. NO. 517236, 1/12/1998, NOT SHOWN HEREON (BLANKET EASEMENT).
10. A UTILITIES EASEMENT GRANTED TO THE WASHINGTON WATER POWER COMPANY, INST. NO. 526964, 4/6/1998, NOT SHOWN HEREON.
11. A RIGHT OF WAY EASEMENT (BOYER AVE) GRANTED TO CITY OF SANDPOINT, INST. NO. 656515, 6/6/2004, AS SHOWN HEREON.

LEGEND

- ⊗ SECTIONAL CORNER, AS NOTED.
- ⊙ SET 5/8" X 24" REBAR AND CAP, PLS 8603
- FOUND ALUMINUM CAP, PLS 6019
- CALCULATED POINT, NOTHING SET
- Ⓐ REFERENCE POINT 'A' (SEE OWNERS' CERTIFICATE, SHEET 3)
- ② BLOCK NUMBER (TYPICAL)

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY GPS CONTROL COORDINATES DERIVED FROM INSD 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. GEODETIC NORTH IS AN ANGULAR ROTATION OF -0°36'09" AT THE CENTER 1/4 CORNER OF SECTION 15.

VICINITY MAP



GENERAL NOTES

- A) SOLID WASTE SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS.
- B) WETLANDS ARE PRESENT ON THE SUBJECT PROPERTY AS DELINEATED BY TOM DUERDENDORFER, APRIL, 2020, AND LABELED HEREON. WETLANDS PER THE U.S. FISH & WILDLIFE WETLAND INVENTORY MAPPING TOOL ARE SHOWN APPROXIMATELY. WETLANDS ARE CATEGORIZED AS PEM1C, L2UBH, & PF01C.
- C) 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 160900701E, EFFECTIVE 11/18/2009.
- D) ALL LAND WITHIN THE BOUNDARY OF THIS SHORT PLAT IS SUBJECT TO THE PROVISIONS AND CONDITIONS OF APPROVAL OF 1920-0003 UNIVERSITY PARK (SUBDIVISION) AND ALL PROVISIONS AND REQUIREMENTS OF THE DEVELOPMENT AGREEMENTS BETWEEN THE CITY OF SANDPOINT, K-W ENTERPRISES OF IDAHO, LLC, AND MAW HOLDINGS, LLC, DATED 11/18/2009 AND RECORDED AS INSTRUMENT NO. 11181 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 AFORESAID DOCUMENTS.
- E) 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 SANDS 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

- (R1) RECORD OF SURVEY, PLS 862, INST. NO. 215014, 6/18/1979
- (R2) RECORD OF SURVEY, PLS 862, INST. NO. 454845, 10/28/1994
- (R3) SAND CREEK PLACE, BK. 4, PG. 95, INST. NO. 378123, 7/23/1990
- (R4) REPLAT OF LOT 4 SAND CREEK PLACE, BK. 4, PG. 162, INST. NO. 433572, 10/12/1993
- (R5) RECORD OF SURVEY, PLS 5578, INST. NO. 513676, 11/6/1997
- (R6) RECORD OF SURVEY, PLS 5067, INST. NO. 554273, 10/26/1999
- (R7) PIETSCH SUBDIVISION, BK. 6, PG. 23, INST. NO. 365856, 6/27/2000
- (R8) RECORD OF SURVEY, PLS 10677, INST. NO. 808432, 4/14/2011
- (R9) RECORD OF SURVEY, PLS 14879, INST. NO. 918022, 12/21/2017

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THAT PARCEL DESCRIBED IN WARRANTY DEED, INST. NO. 902053, INTO 3 CONFORMING LOTS BY MEANS OF THE CITY OF SANDPOINT SHORT PLAT PROCESS.



PROJECT # 19-120 ANCHORAGE
DRAWING NAME: 19-120 University Place

1/4 Section Township Range
15 57 N 2 W

Scale: 1"=200'

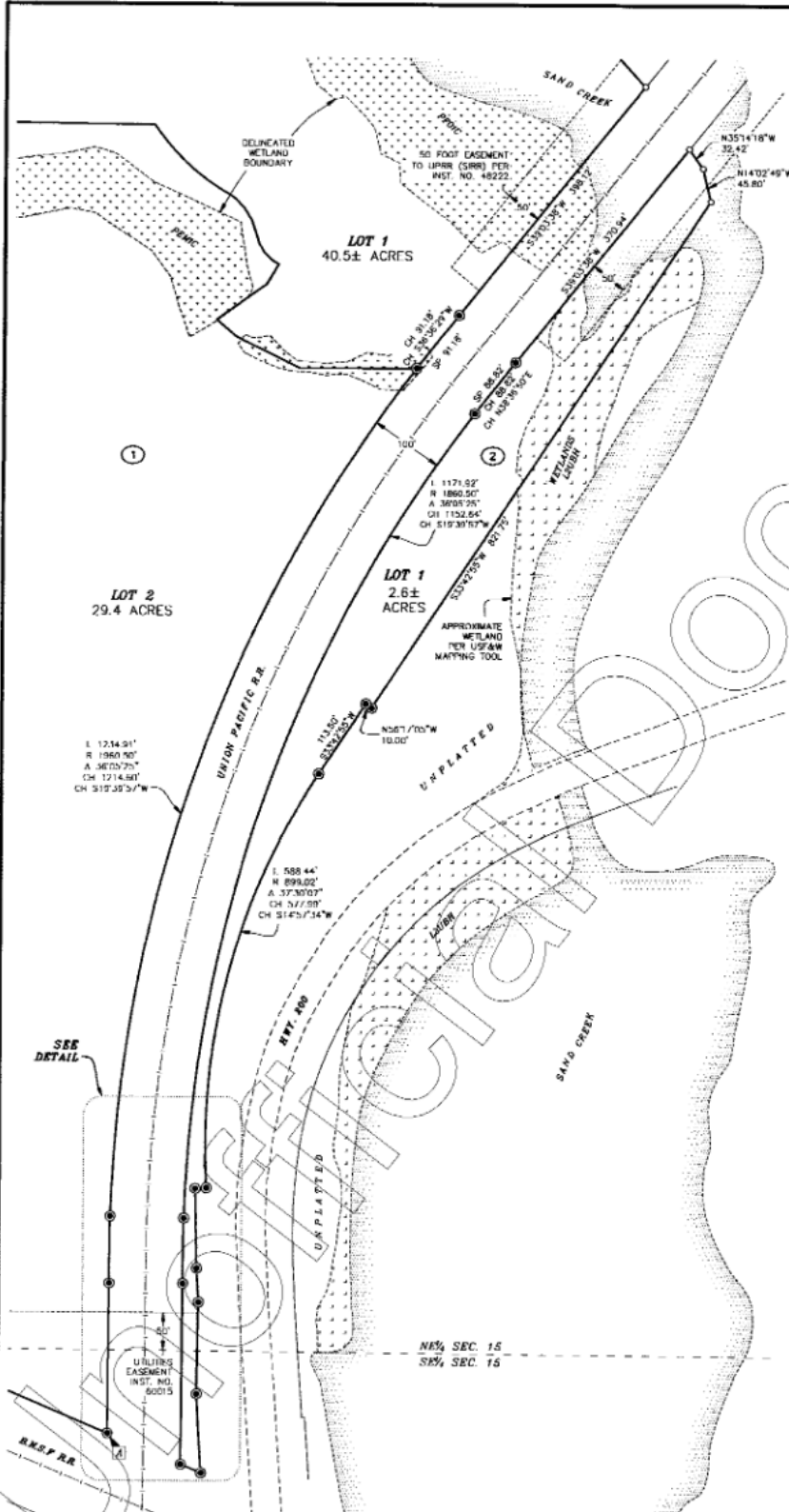
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Plot Date: 8/11/2021
Sheet: 1 of 3

UNIVERSITY PLACE

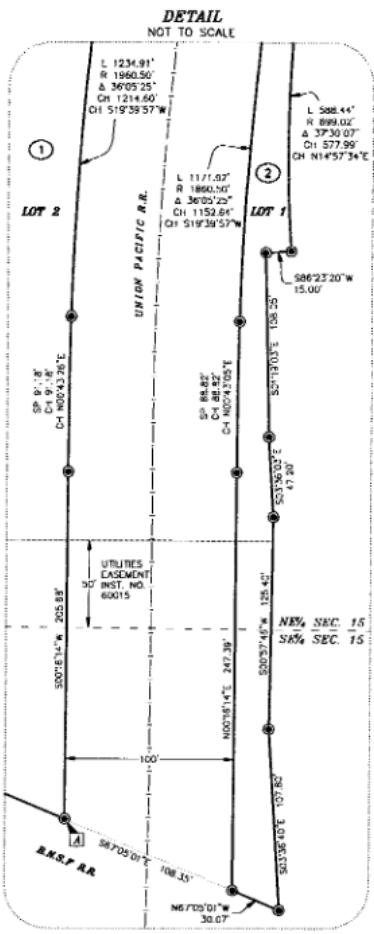
CLARE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-265-4474

UNIVERSITY PLACE

LYING IN A PORTION OF THE E 1/4 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 8603
 - CALCULATED POINT, NOTHING SET
 - Ⓐ REFERENCE POINT 'A' (SEE OWNERS' CERTIFICATE, SHEET 3)
 - ② BLOCK NUMBER (TYPICAL)



1/4	Section	Township	Range	Meridian	County	State
15	57	2	N	W	BOISE	IDAHO
PROJECT # 19-120 MIDNIGHT						
DRAWING NAME: 19-120 University Place						

UNIVERSITY PLACE

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

Scale: 1"=100'

Checked By: SEL
Drawn By: SWO
Plot Date: 8/11/2021
Sheet: 2 of 3

EXHIBIT D
Construction Schedule

	Activity	Est. Start	Est. Completion
Phase II			
A	Sewer / Water	5/2021	10/2021
B	Stormwater	5/2021	10/2021
C	Street/Frontage	5/2021	10/2021
D	Boyer Avenue	5/2021	10/2021
D	East Mountain View	5/2021	10/2021
E	Final Plat	5/2021	10/2021
Phase IV			
A	*Rezone	1/2021	3/2021
B	Sewer / Water	5/2022	5/2024
C	Stormwater	5/2022	5/2024
D	Street/Frontage	5/2022	5/2025
E	Boyer – Rt. Turn Lane**	TBD**	TBD**
F	Final Plat	10/2022	12/2025