

Instrument # 973949
Bonner County, Sandpoint, Idaho
01/11/2021 10:35:13 AM No. of Pages: 25
Recorded for: JEREMY GRIMM
Michael W. Rosedale Fee \$82 00
Ex-Officio Recorder Deputy
Index to: MISC

Recording requested by Jeremy Grimm on behalf of:
Timothy F. McDonnell, K-M Enterprises of Idaho, LLC
Derek Mulgrew, M&W Holdings, LLC

Jeremy Grimm
Whiskey Rock Planning + Consulting
614 Creekside Ln.
Sandpoint, ID 83864

When recorded return to:
City of Sandpoint
Attn: City Clerk
1123 Lake St.
Sandpoint, ID 83864

DEVELOPMENT AGREEMENT
UNIVERSITY PARK SUBDIVISION

THIS DEVELOPMENT AGREEMENT (AGREEMENT), is entered into this 30th day of December, 2020, 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 "CITY," whose address is 1123 W. Lake St., Sandpoint, Idaho 83864, and K-M Enterprises of Idaho, LLC, an Idaho Limited Liability Company, and M&W Holdings, LLC, an Idaho Limited Liability Company, hereinafter referred to as "DEVELOPERS", whose addresses are P.O. Box 996, Dover, ID 83825 and 809 W. Main, #303, Spokane, WA 99201, respectively. CITY and DEVELOPERS are sometimes referred to herein as "party" or "parties."

WITNESSETH:

WHEREAS, DEVELOPERS' 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 University Park Subdivision Plat is attached hereto and incorporated herein as Exhibit A (the "Preliminary Plat"); and

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

NOW THEREFORE, pursuant to Sandpoint City Code 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 this Agreement (the "Property") is described as follows:

The east half of Section 15, Township 57 North, Range 2 West Boise Meridian, Lying west of Sand Creek and north of the present wye or railroad tract connecting the Northern Pacific, the Spokane International and Great Northern Railways, less county roads.

Also, less that parcel conveyed to the State of Idaho by Quitclaim deed recorded December 15, 1958 under instrument No, 68533 in Book 100 of deeds, Page 151, records of Bonner County, ID

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 DEVELOPERS. The Property contains 75 acres +/- and is zoned by CITY to allow urban density development. The current permitted uses of the Property shall be in accordance with 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 submerged wetlands.

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

3. **CONSTRUCTION SCHEDULE:** DEVELOPERS' intend to construct Required Infrastructure Improvements and plat over four 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 Sandpoint 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" and 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:** DEVELOPERS agree to use 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 Sandpoint City Code. CITY agrees to provide access to such systems upon payment of the customarily-required fees. DEVELOPERS 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:** DEVELOPERS agree to construct the following public improvements in accordance with the terms of this Agreement and the applicable standards adopted by 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. DEVELOPERS agree 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 CITY.

6. **STANDARDS AND WARRANTY:** The parties agree that the Preliminary Plat, the Concept Plan and the Construction Schedule submitted by DEVELOPERS for development of the Property are generally acceptable to CITY. DEVELOPERS agree that all Required Infrastructure Improvements shall be built to CITY standards and permits, adhering to all CITY policies and procedures and standards adopted by CITY, including but not limited to Idaho Standards for Public Works Construction (ISPWC) (latest edition). DEVELOPERS further agree that the final construction plans shall be submitted to 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. DEVELOPERS will properly warrant all public improvements from defects by providing a warranty bond in an amount approved by CITY and representing twenty percent (20%) of the estimated cost of all Required Public Improvements for a period of two (2) years from the date of written acceptance by CITY and prior to Final Plat

approval. Should DEVELOPERS fail to make any required repairs within thirty (30) days' written notice, CITY may exercise the warranty bond. This period may be extended by CITY if inclement winter weather prevents repair within the 30-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 DEVELOPERS.

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 CITY within ninety (90) days of completion of construction. A letter(s) signed by a professional engineer(s), licensed in Idaho, shall be provided by DEVELOPERS to 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 CITY accept the Required Infrastructure Improvements and/or approve a Final Plat until such documentation has been provided and deemed acceptable by the Sandpoint City Engineer. CITY reserves the right to retain the performance bond for Required Infrastructure Improvements and/or withhold other permits until CITY has accepted same.

9. COVENANTS RUN WITH THE LAND: The terms, conditions and covenants to be performed by DEVELOPERS under this Agreement shall run with the Property and are binding upon DEVELOPER, owners, co-owners, subsequent owners, and DEVELOPERS' heirs, assigns and successors in interest. Transfer of any lot within the development to an owner shall automatically be deemed a transfer of all of the obligations to be performed by DEVELOPERS with respect to any such lot. The obligations of DEVELOPERS 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, DEVELOPERS 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 DEVELOPERS or the DEVELOPERS' contractor shall submit a security device, per phase, sufficient to cover 150% of 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 CITY. CITY reserves the right to perform the Required Infrastructure Improvements and retain the security in the event that DEVELOPERS fail to perform the work in accordance with this Agreement, as determined by 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 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 Sandpoint City Code, but, instead, this Agreement is to be interpreted in connection with and as a supplement to Sandpoint City Code provisions.

12. **CONDITIONS:** DEVELOPERS 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 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 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. DEVELOPERS 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 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 and Associates, 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. 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.

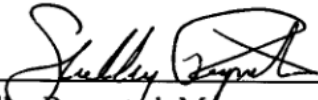
- e. DEVELOPERS shall make full improvements to urban standards to North Boyer Avenue as defined by CITY as specified below:
1. Prior to a certificate of occupancy being issued in Phase II, but no later than 2025, the Developer is to reconstruct the eastern portion of the North Boyer Avenue right-of-way along the property frontage in general accordance with Exhibit B (concept plan/section – not for construction). DEVELOPERS 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 DEVELOPERS.
 2. Frontage improvements at this location shall be in accordance with Sandpoint City Code and standards. DEVELOPERS 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 Home Owners Association (HOA).
 3. CITY shall be responsible for snow removal on the shared pathways.
- f. DEVELOPERS shall make full improvements to urban standards to East Mountain View Drive, as defined by CITY and specified below:
1. Prior to a certificate of occupancy being issued in Phase I, DEVELOPERS to reconstruct the southern portion of the East Mountain View Drive right-of-way along the property frontage in general accordance with Exhibit C (concept plan/section – not for construction). DEVELOPERS shall obtain a construction permit, including CITY approved for construction plans (engineered roadway design by DEVELOPERS).
 2. Frontage improvements at this location shall be in accordance with Sandpoint 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. CITY shall be responsible for snow removal on the shared pathway.
- g. DEVELOPERS 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 (Sandpoint City Code 12-1-12) for system improvements at the intersection of North Boyer Ave/Baldy Mountain Road, specifically to provide signalization. This amount represents the 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. DEVELOPERS 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, DEVELOPERS shall pay a lump sum amount of \$6,703.20 as an extraordinary impact fee (Sandpoint 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 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. DEVELOPERS 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 CITY or others.
 - k. DEVELOPERS 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 Sandpoint City Council at the time of building permit issuance.
 - l. In the event DEVELOPERS do not proceed with the Final Plat, DEVELOPERS shall provide CITY a 30-foot wide utility easement(s), as CITY deems necessary to access, operate and maintain any functionally complete and accepted Required Public Infrastructure.

- m. DEVELOPERS 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 DEVELOPERS' final Trip Generation and Distribution letter; future land use actions may require submission of a current TGDL.
- n. DEVELOPERS shall adequately maintain all stormwater conveyance and treatment systems in accordance with the Stormwater Permit issued by 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. DEVELOPERS shall confirm capacity to CITY of existing sewer lift station and upgrade as specified below:
1. Based upon the submitted report, CITY does not anticipate that upsizing will be required. However, depending upon the results of an approved report, DEVELOPERS shall be responsible for the project costs associated with upsizing and/or other necessary upgrades, as determined by the Sandpoint City Engineer.
- p. DEVELOPERS shall demonstrate compliance with wetland requirements.
1. Prior to issuance of any permit for construction impacting wetlands, DEVELOPERS shall provide evidence of authorization issued by the United States Army Corps of Engineers and include receipt of payment for any required wetland credits.
- q. DEVELOPERS 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, DEVELOPERS shall demonstrate the creation of a HOA 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 HOA.
13. **AFFIDAVIT OF OWNER:** DEVELOPERS are 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.

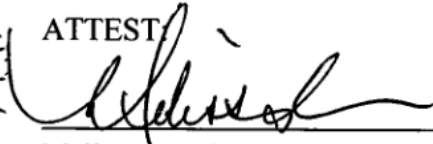
IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Sandpoint have executed this contract on behalf of CITY, the City Clerk has affixed the seal of the City of Sandpoint hereto, and DEVELOPERS have caused the same to be executed the day and year first above written.

CITY OF SANDPOINT



Shelby Rognstad, Mayor

ATTEST

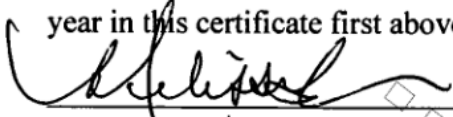


Melissa Ward, Sandpoint City Clerk

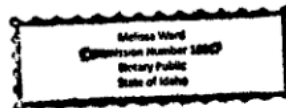
State of Idaho
County of Bonner

On this 30th day of December, in the year 2020, before me, a Notary Public, personally appeared, Shelby Rognstad, whose name is subscribed to the within instrument and who is known to me to be the Mayor of the City of Sandpoint, Idaho, and to have the authority to execute the same on behalf of the City of Sandpoint, Idaho.

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



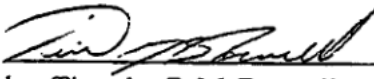
Notary Public: State of Idaho
My Commission expires: 12/28/2021



(signatures of DEVELOPERS on following page)

DEVELOPERS

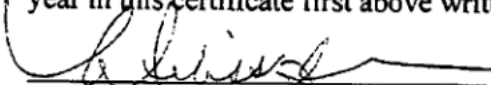
K-M Enterprises of Idaho, LLC


by: Timothy F. McDonnell, Member

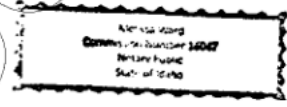
State of Idaho
County of Bonner

On this 10th day of December, in the year 2020, before me, a Notary Public, personally appeared Timothy F. McDonnell, whose name is subscribed to the within instrument and who acknowledged to me that he has the authority to execute the same on behalf of K-M Enterprises of Idaho, LLC, an Idaho limited liability company.


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


Notary Public: State of Idaho

My Commission expires: 12/28/2021



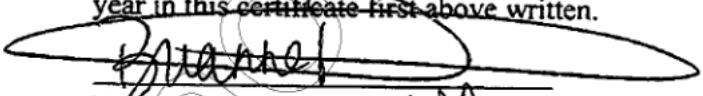
M&W Holdings, LLC


by: Derek Mulgrew, Manager

State of WA
County of Spokane

On this 17 day of December, in the year 2020, before me, a Notary Public, personally appeared Derek Mulgrew, whose name is subscribed to the within instrument and who acknowledged to me that he has the authority to execute the same on behalf of M&W Holdings, LLC, an Idaho limited liability company.

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


Notary Public: State of WA


My Commission expires: Jan 4, 2023



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

We, 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.


K-M Enterprises of Idaho, LLC



by: Timothy F. McDonnell, Member

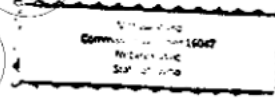
State of Idaho
County of Bonner

This Affidavit of Property Owners was signed before me on the 10th day of December, 2020, by Timothy F. McDonnell.

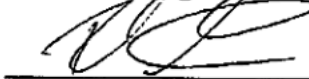


Notary Public: State of Idaho

My Commission expires: 12/28/2021



M&W Holdings, LLC



by: Derek Mulgrew, Manager

State of WA
County of Spokane

This Affidavit of Property Owners was signed before me on the 17 day of December, 2020 by Derek Mulgrew.



Notary Public: State of WA

My Commission expires: Jan 4, 2023

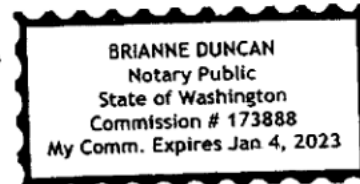
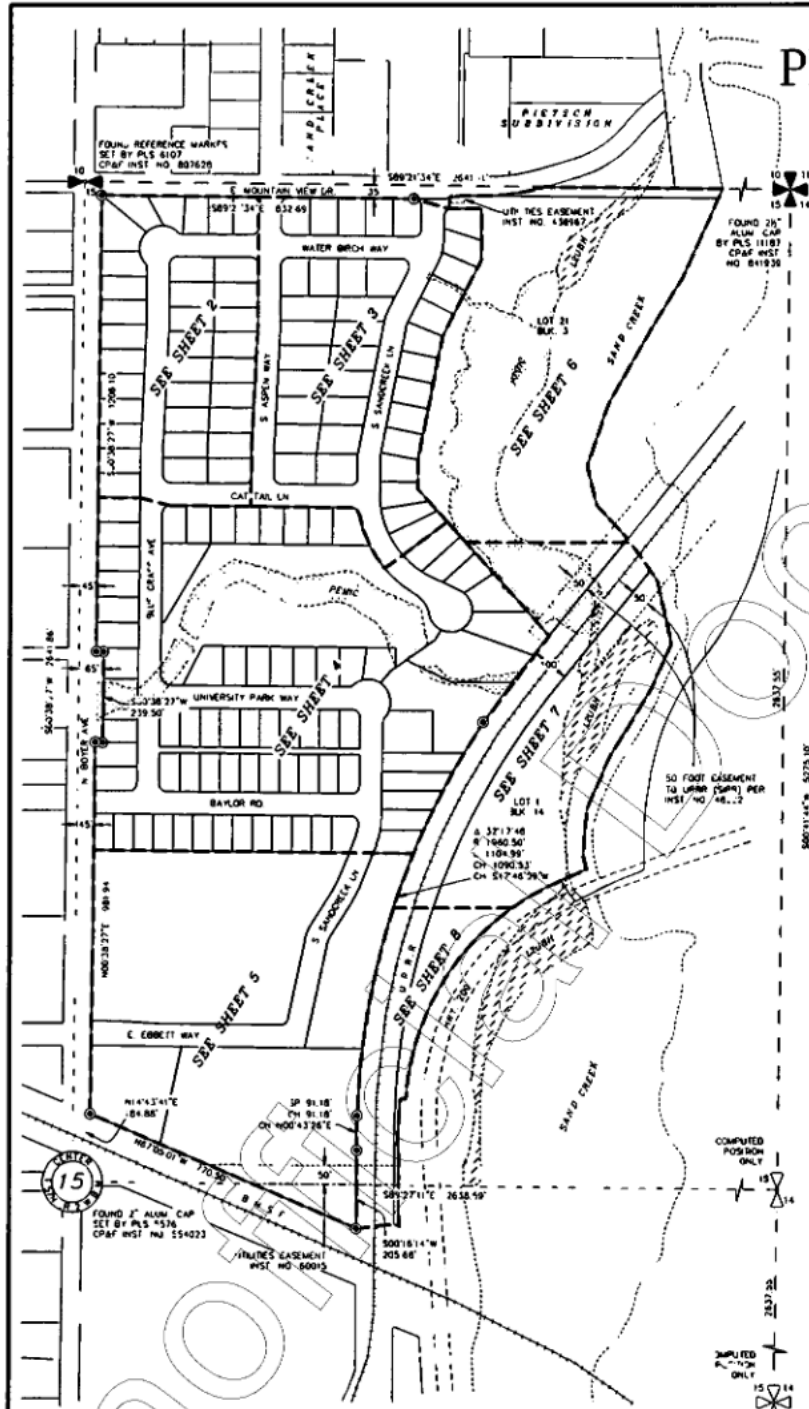


EXHIBIT A

Preliminary Plat

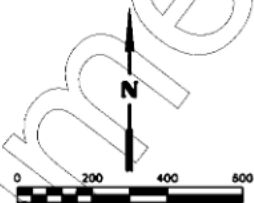
Unofficial Document



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.



DOCUMENTS AND EASEMENTS OF RECORD

THE FOLLOWING DOCUMENTS OF RECORD PER ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, PLS NO. 967696-S, DATED OCTOBER 8, 2019:

1. ANY CLAIM ARISING FROM THE DIFFERENCE IN THE MEAN HIGH WATER LINE OF SAND CREEK AND THE MEASURER 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 HIGH WATER LINE.
3. EASEMENT FOR RIGHT OF WAY GRANTED TO BONNER COUNTY, INST. NO. 39098, BK. 42 OF DEEDS, PG. 817, NOT SHOWN HEREON.
4. A PERPETUAL RIGHT OF WAY AND EASEMENT TO OVERFLOW, FLOOD AND SUBMERGE A PORTION OF THE SUBJECT PROPERTY GRANT, TO THE U.S.A. BY ADJUDICATION ON DECLARATION OF TARIHC, BK.12 OF JUDGMENTS, PG. 86, 8/11/1993.
5. A RAILROAD EASEMENT GRANTED TO SPOKANE INTERNATIONAL RAILROAD COMPANY, INST. NO. 48232, BK. 20 OF MSC, PG. 538, 2/10/1934.
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, 1/24/1937, AS SHOWN HEREON.
7. A UTILITIES EASEMENT GRANTED TO THE CITY OF SANDPOINT, IDAHO, INST. NO. 438687, 1/18/1994, AS SHOWN HEREON.
8. ALL MATTERS, COAR'S EASEMENTS, ETC., AS DISCLOSED BY RECORD OF SURVEY, INST. NO. 512636, 11/8/1987.
9. A UTILITIES EASEMENT GRANTED TO MOUNTAIN STATES POWER CO., INST. NO. 517238, 1/17/1988, NOT SHOWN HEREON (BLANKET EASEMENT).
10. A UTILITIES EASEMENT GRANTED TO THE WASHINGTON WATER POWER COMPANY, INST. NO. 528964, 4/8/1996, AS 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 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 (2011 EPOCH: 2010.000). ALL BEARINGS REFER TO THE GRAND COORDINATE SYSTEM OF 1983, BEST ZONE, (1103) - U.S. SURVEY FT. REFER TO THE DRAWING FOR SPECIFIC LINE AND MONUMENTS USED.

DISTANCES SHOWN HAVE BEEN CONVERTED FROM OND TO GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00012095. CELECTIC NORTH IS AN ANGULAR ROTATION OF -036'00" AT THE CENTER 1/4 CORNER OF SECTION 15.

VICINITY MAP



SURVEYOR'S NARRATIVE

PREPARED FOR:
TIM MCCONNELL
SANDPOINT, ID 83864

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 QUENENDELL, APRIL 2020, AND LABELED HEREON. WETLANDS FOR THE U.S. FISH & WILDLIFE WETLAND INVENTORY MAPPING TOOL ARE SHOWN APPROXIMATELY. WETLANDS ARE CATEGORIZED AS PERMC, LUBW, & PFDIC.
- 3) THE PROPOSED LOTS ARE CATEGORIZED AS ZONE "X", WITH PORTIONS OF THE OPEN SPACE AREA LOCATED IN THE FLOOD ZONE "AC" ALONG SAND CREEK PER FEMA PANEL 1501700798E, EFFECTIVE 11/18/2009.
- 4) THE 10' WIDE UTILITIES EASEMENTS AS SHOWN (SEE SHEETS 2-5) ARE HEREBY GRANTED TO ALL UTILITY PROVIDERS OF THIS PLAT.



1/4	Section	Range	Block
15	57 N	2 W	

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

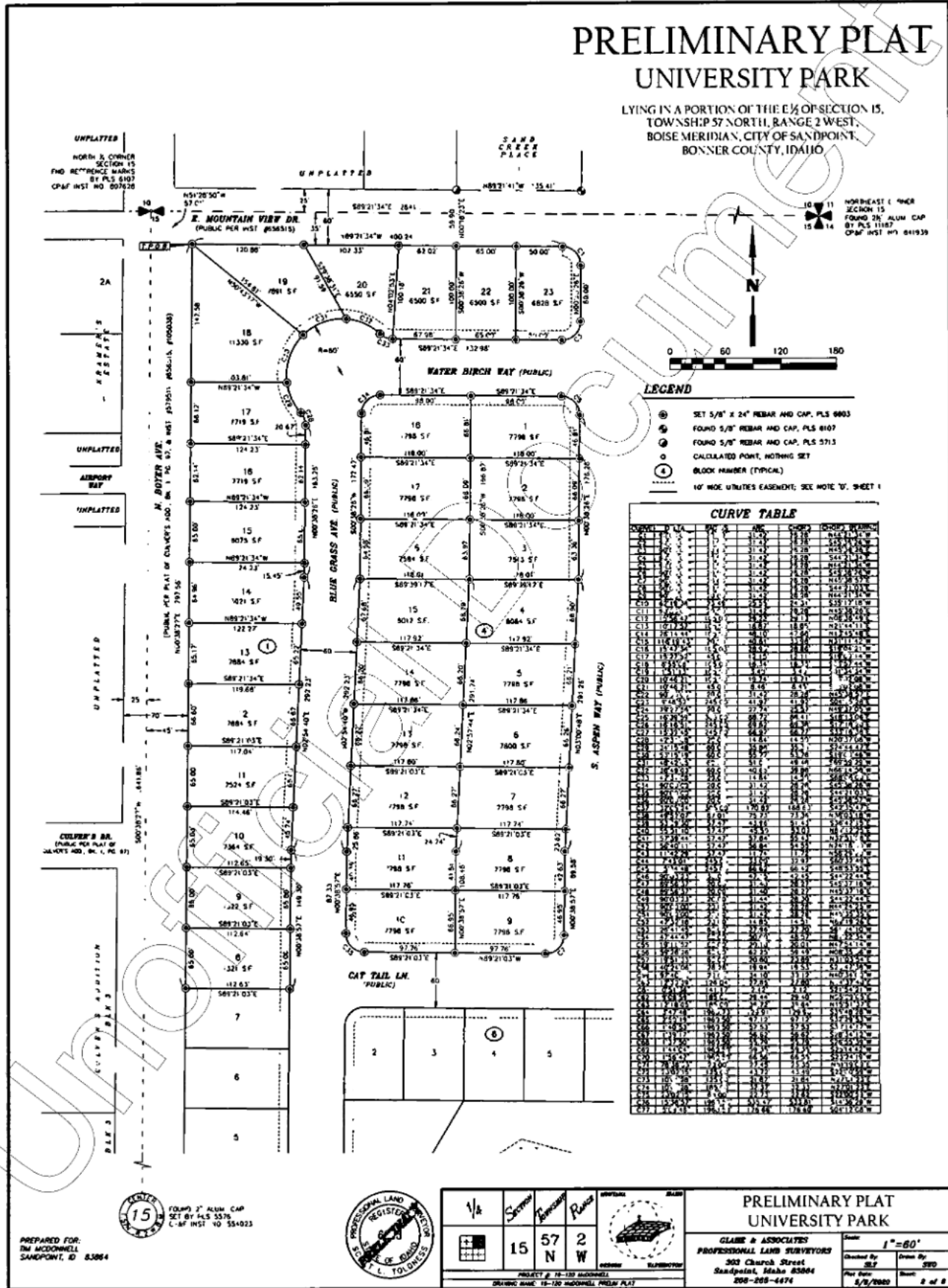
PRELIMINARY PLAT
UNIVERSITY PARK

CLARE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
208-285-6478

Scale: 1" = 200'
Checked By: [Signature]
Drawn By: [Signature]
Plot Date: 5/9/2020
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 5/8" X 24" REBAR AND CAP, PLS 6003
 - ⊙ FOUND 5/8" REBAR AND CAP, PLS 6107
 - ⊙ FOUND 5/8" REBAR AND CAP, PLS 5713
 - ⊙ CALCULATED POINT, NOTHING SET
 - ⊙ BLOCK NUMBER (TYPICAL)
 - 10' WIDE UTILITY EASEMENT; SEE NOTE 'V', SHEET 1

CURVE TABLE

STATION	CHORD BEARING	CHORD DIST.	CHORD BEARING	CHORD DIST.	CHORD BEARING	CHORD DIST.	CHORD BEARING	CHORD DIST.
C10	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C11	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C12	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C13	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C14	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C15	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C16	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C17	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C18	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C19	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C20	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C21	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C22	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C23	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C24	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C25	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C26	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C27	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C28	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C29	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C30	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C31	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C32	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C33	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C34	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C35	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C36	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C37	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C38	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C39	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C40	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C41	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C42	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C43	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C44	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C45	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C46	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C47	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C48	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C49	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00
C50	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00	S89°21'34"E	118.00

PREPARED FOR:
 TIM MCDONNELL
 SANDPOINT, ID 83864



PROFESSIONAL LAND SURVEYORS
 PROJECT # 19-150 MCDONNELL
 DRAWING NAME 19-150 MCDONNELL PRELIM PLAT

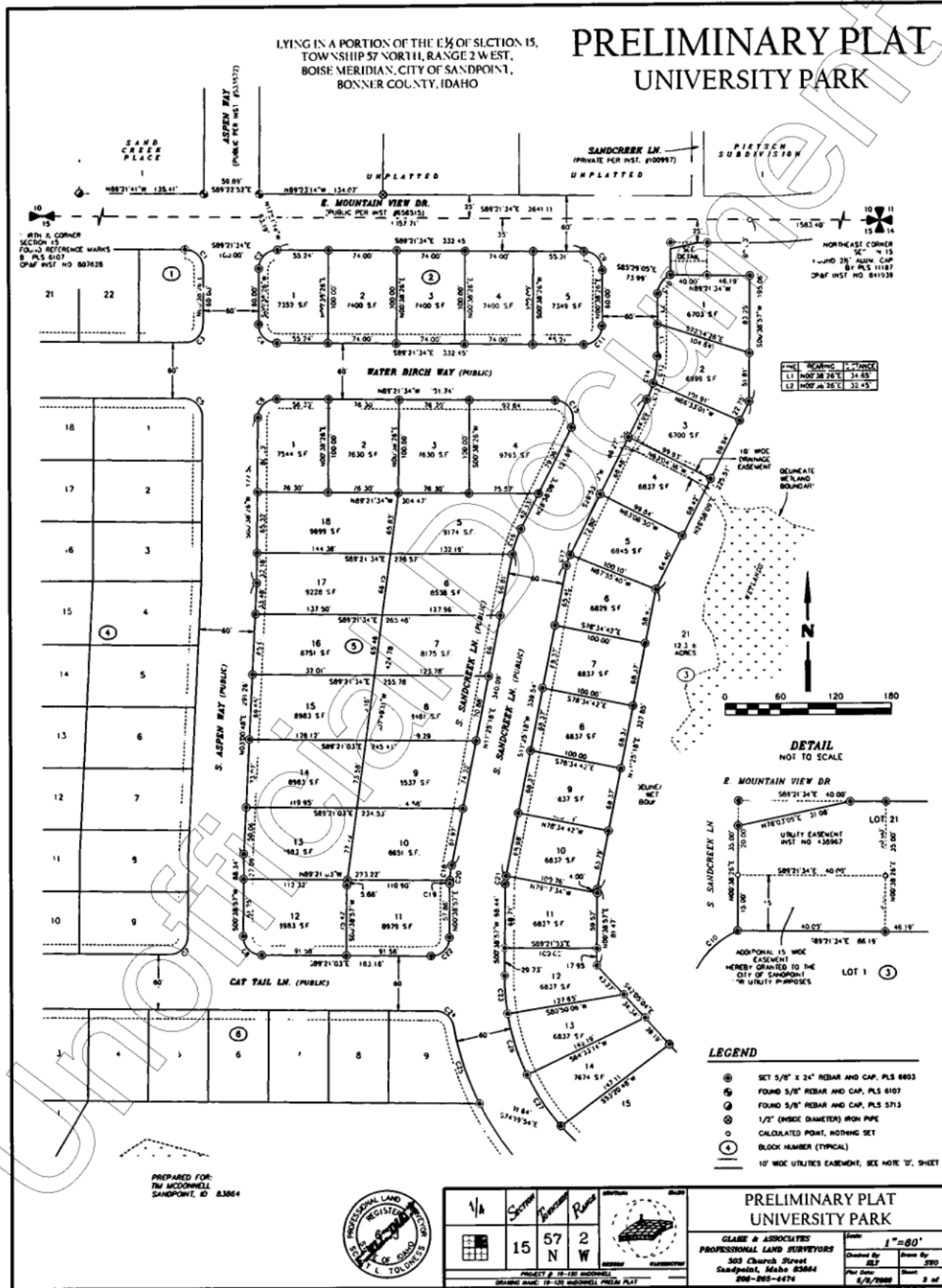
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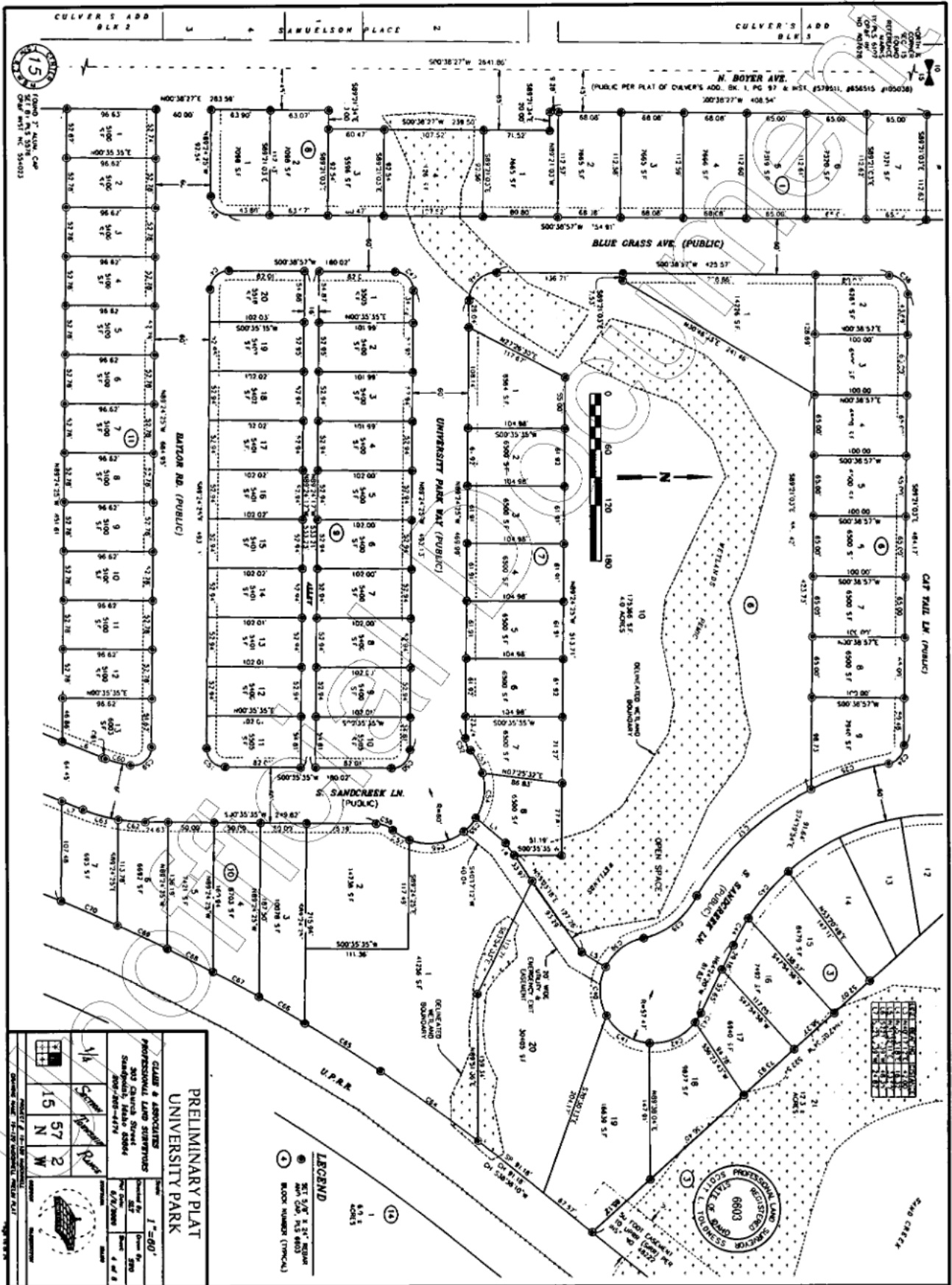
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Checked By: *SLF* Drawn By: *SLF*
 Date: 5/9/2020 Sheet: 2 of 8

PRELIMINARY PLAT
 UNIVERSITY PARK

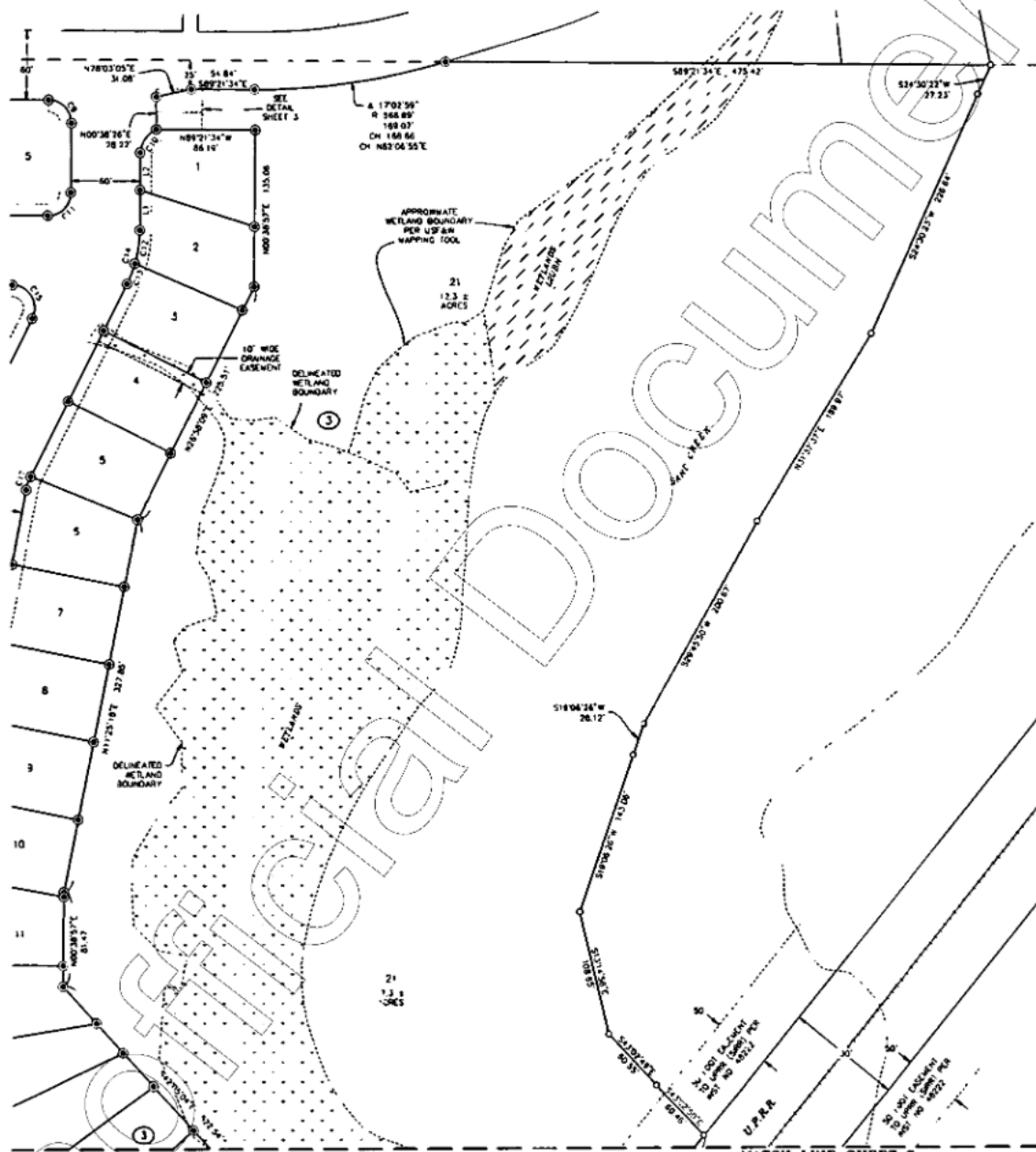
GLASS & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 303 Church Street
 Sandpoint, Idaho 83864
 208-255-4474





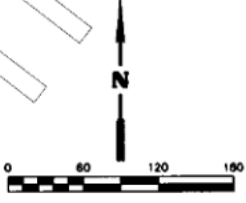
LYING IN A PORTION OF THE E 1/4 OF SECTION 15,
 TOWNSHIP 57 NORTH, RANGE 2 WEST,
 BOISE MERIDIAN, CITY OF SANDPOINT,
 BONNER COUNTY, IDAHO

PRELIMINARY PLAT UNIVERSITY PARK



LEGEND

- ⊙ SET 5/8" x 14" 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	Range	Township
15	57	2	N
		W	

**PRELIMINARY PLAT
 UNIVERSITY PARK**

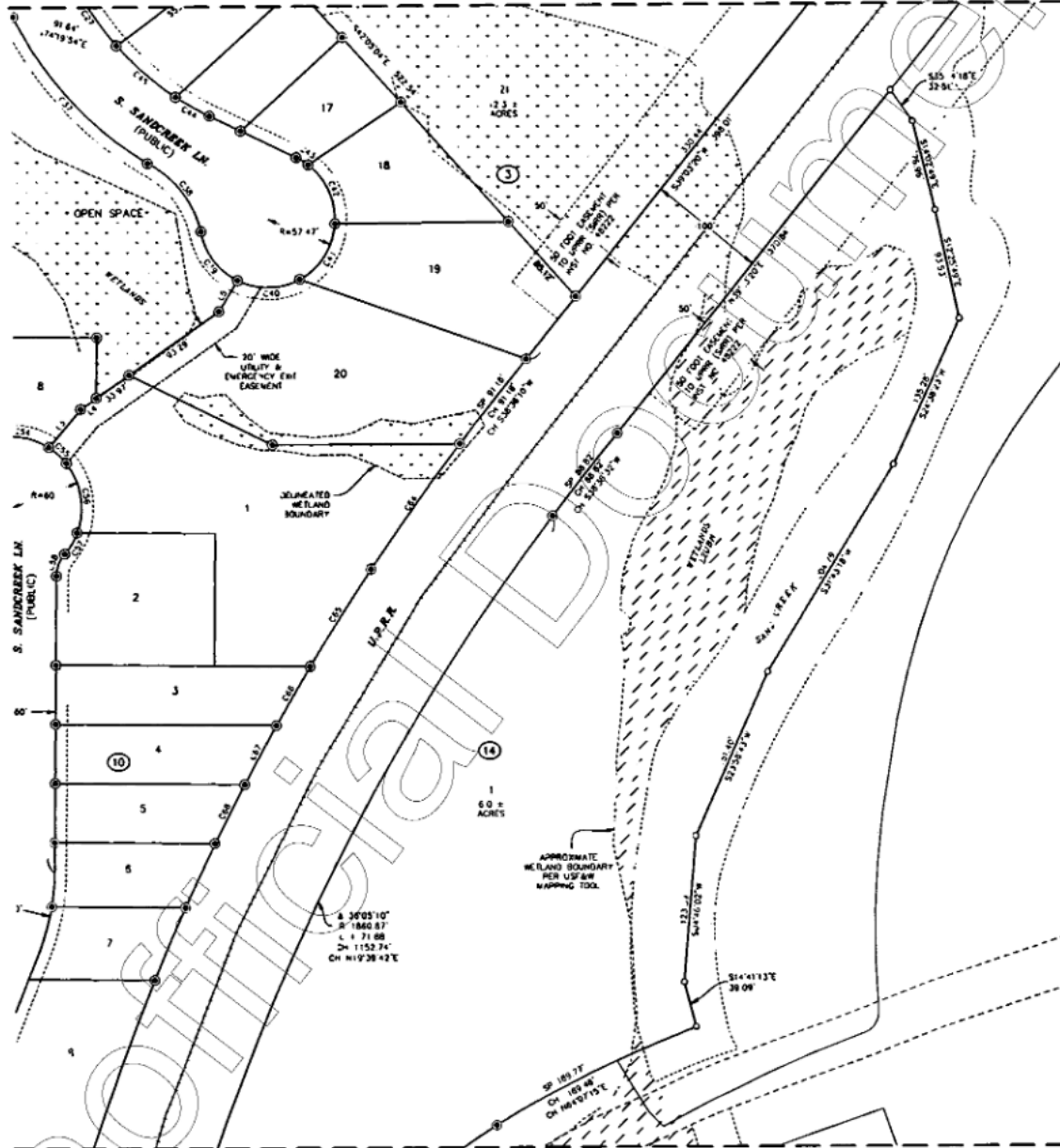
GLANE & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 303 Church Street
 Sandpoint, Idaho 83864
 208-265-4474

Scale: 1"=60'
 Checked By: SLF
 Drawn By: SPB
 Plot Date: 5/3/2020
 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

MATCH LINE SHEET 6



- LEGEND**
- ⊙ SET 5/8" X 24" REBAR AND CAP, PLS 8603
 - CALCULATED POINT, HORNING SET
 - ④ BLOCK NUMBER (TYPICAL)
 - 10' WIDE UTILITY EASEMENT; SEE NOTE 'D', SHEET 1

PREPARED FOR:
 THE MCCORMICK
 SANDPOINT, ID 83864



1/4	Section	Range	Township
15	57	2	N
		W	

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

**PRELIMINARY PLAT
 UNIVERSITY PARK**

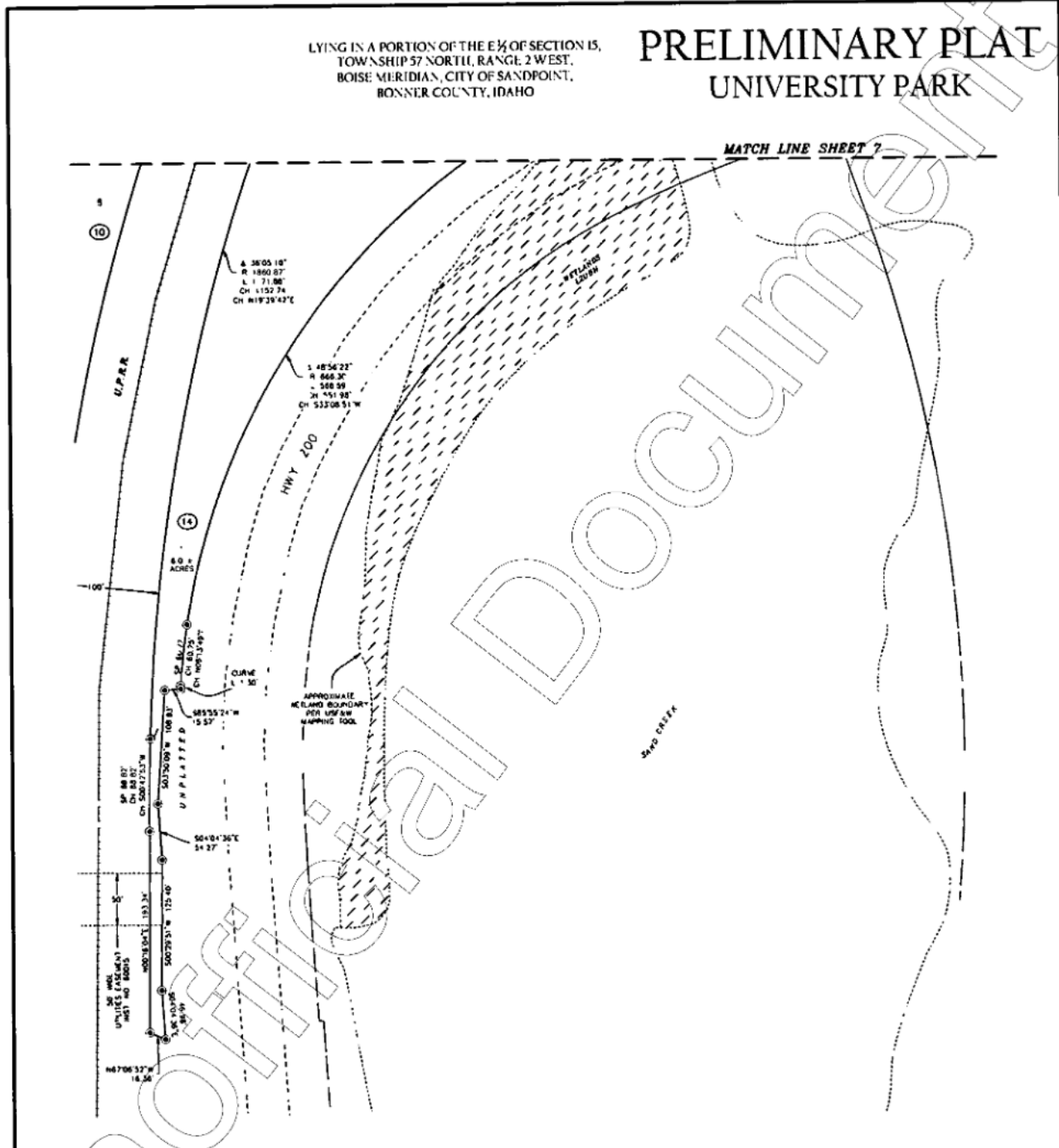
GLARE & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS
 303 Church Street
 Sandpoint, Idaho 83864
 208-265-4474

Scale: 1" = 60'
 Drawn By: SLT
 Date: 5/3/2020
 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

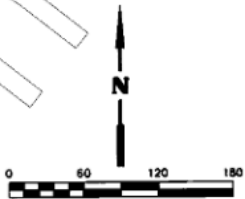
PRELIMINARY PLAT UNIVERSITY PARK

MATCH LINE SHEET 7



LEGEND

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



PREPARED FOR:
 TM MCDONNELL
 SANDPOINT, ID 83864



1/4	Section	Range	Block
15	57 N	2 W	

**PRELIMINARY PLAT
 UNIVERSITY PARK**

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

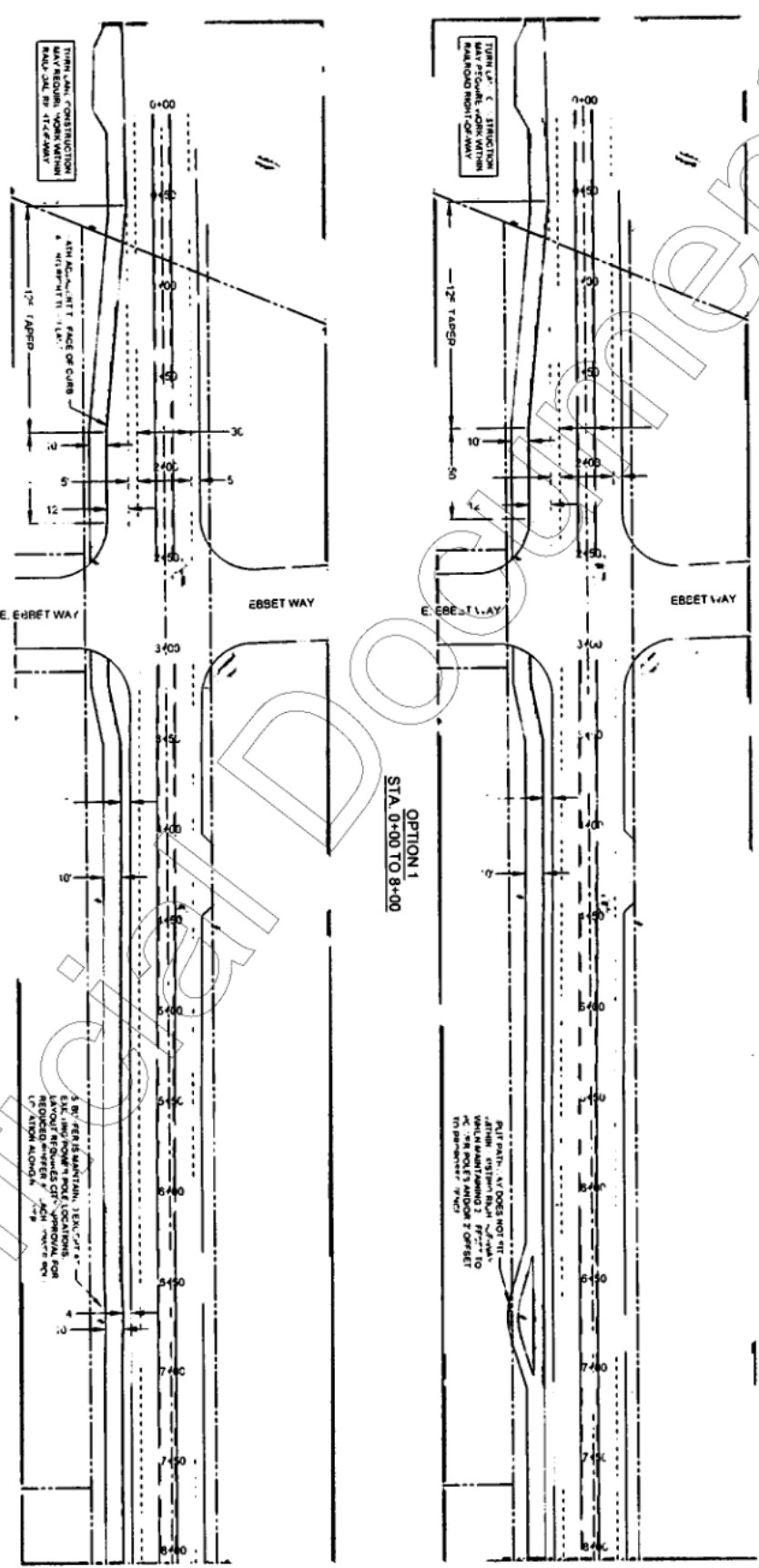
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 Drawn By: [Signature]
 Plot Date: 8/8/2020
 Sheet: 8 of 8

EXHIBIT B

**Concept Plan / Section Views
North Boyer Avenue**

Unofficial Document

N. BOYER AVE
POTENTIAL BOYER CONFIGURATIONS



REUSE OF DOCUMENTS

THIS DRAWING AND THE DESIGN INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF CENTURY WEST ENGINEERING CORPORATION AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF CENTURY WEST ENGINEERING CORPORATION.

DATE 1/27/20

PROJECT NO. 19171 (N1918)

SCALE AS SHOWN

DRAWN BY JLAB

CHECKED BY M.A.

UNIVERSITY PARK
N. BOYER AVE

POTENTIAL BOYER CONFIGURATIONS

NO.	DATE	BY	REVISION

DRAWING NO. 19171 (N1918)

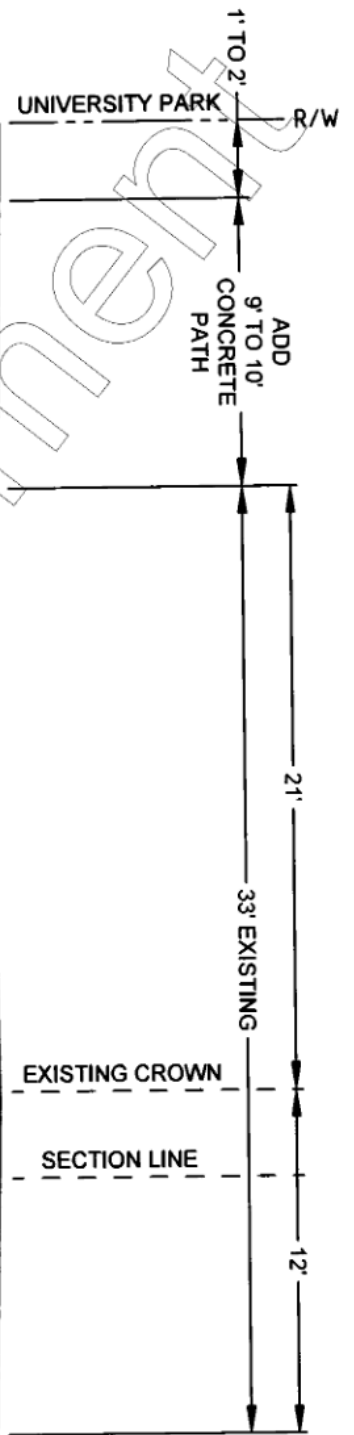
SHEET NO. 1 OF 1

NOT FOR CONSTRUCTION

EXHIBIT C

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

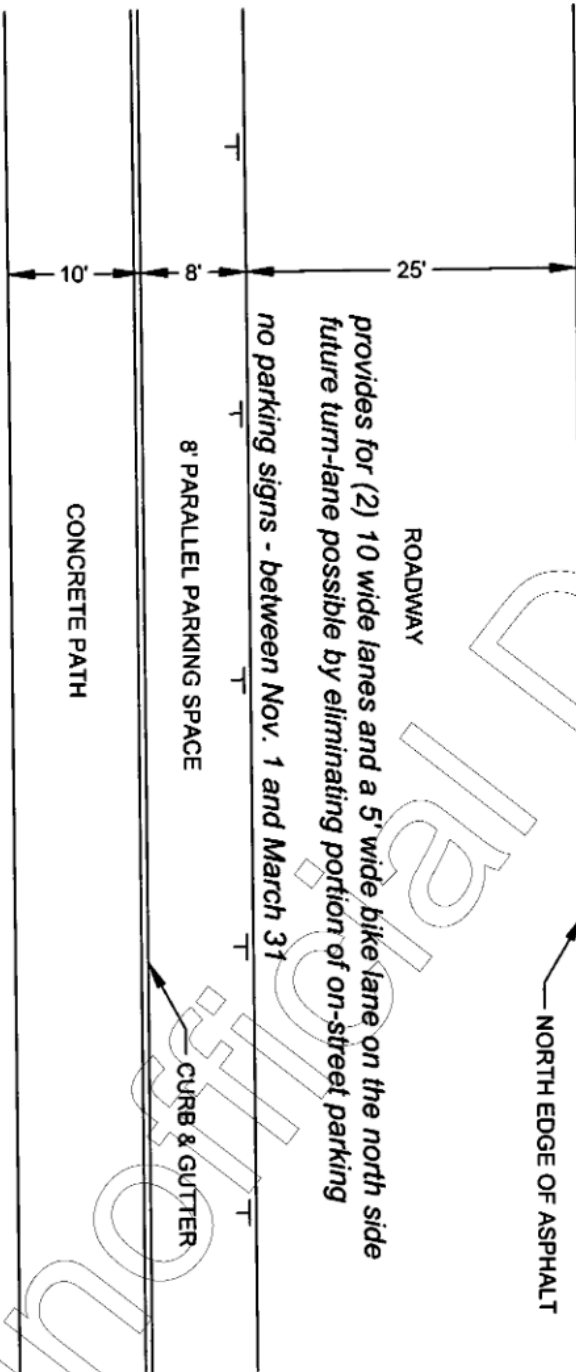
Unofficial Document



E. MOUNTAIN VIEW DR. - PROPOSED FRONTAGE IMPROVEMENTS

N.T.S.

(between N. Boyer Ave and Sandcreek Lane)



E. MOUNTAIN VIEW DR. - PROPOSED LANE WIDTHS

N.T.S.

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	Boyer Avenue	5/2021	10/2021
E	East Mountain View	5/2021	10/2021
F	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
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