

After recording return to:

City of Sandpoint  
Attn: City Clerk  
1123 W Lake Street  
Sandpoint, ID 83864

## IMPROVEMENT AGREEMENT

This Improvement Agreement (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 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” and Carousel Holdings, LLC, owner of property known as Lot 1, Block 3 of Boyer Farm Estates, parcel RPS00000102850A, hereinafter referred to as “DEVELOPER,” and any successors, heirs, or assigns. The CITY and DEVELOPER are sometimes referred to herein as a “party” or “parties”.

### Recitals

WHEREAS, DEVELOPER owns real property and improvements in the City of Sandpoint, Bonner County, Idaho, legally described as: Lot 1, Block 3 of Boyer Farm Estates, located in Section 10, Township 57 North, Range 2 West, Boise Meridian, Parcel RPS00000102850A, hereinafter referred to as the “PROPERTY”; and

WHEREAS The Sandpoint City Council on September 7, 2022, approved the preliminary plat of the Boyer Farm Estates Subdivision, Phase 2, with conditions; and

WHEREAS DEVELOPER desires to record final plat of the Replat of Lot 1, Block 3 of Boyer Farm Estates, also known as “Boyer Farm Estates Subdivision Phase 2,” as shown in Exhibit A, before completing all required public infrastructure improvements, pursuant to Sandpoint City Code §10-1-3-A.

**NOW, THEREFORE**, based on the foregoing Recitals, which are incorporated into and made a part of this Agreement, the Parties agree as follows:

1. The following improvements shall be completed by DEVELOPER and approved by the CITY no later than three (3) years from the date of city council approval of the final plat of the Boyer Farm Estates Subdivision Phase 2:
  - a. Topsoil and seeding of all planting strips within the public right of way adjacent to all lots, between sidewalk and curb, as well as all landscape and stormwater facilities as shown on the approved record drawings, prepared by Scott Brown, P.E., dated 2/5/2025 (hereinafter referred to as “RECORD DRAWINGS” and attached hereto as Exhibit ##).
  - b. Install all rock energy dissipation pads as shown on the RECORD DRAWINGS.
  - c. Adjust all water meter boxes and valves to finished grade.
  - d. Construct three (3) concrete driveway approaches to city standard.
  - e. Remove and replace a section of concrete sidewalk damaged during construction, near STA 2+00 on the RECORD DRAWINGS, to city standards.



My commission expires: \_\_\_\_\_

CITY OF SANDPOINT

\_\_\_\_\_  
Jeremy Grimm, Mayor

STATE OF IDAHO     )  
                              :SS  
County of BONNER    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Jeremy Grimm, known or identified to me to be the Mayor of the City Sandpoint, Idaho, the entity that executed the herein described instrument, and acknowledged to me that said City executed the same.

\_\_\_\_\_  
Notary Public

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_