

**BONNEVILLE COUNTY
DEVELOPMENT AGREEMENT**

[Development Name]

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between BONNEVILLE COUNTY, a political subdivision of the State of Idaho, Party of the First Part, hereinafter called the "County," and _____, an _____ [Idaho Corporation, LLC, etc], Party of the Second Part, hereinafter called the "Developer."

WITNESSETH:

WHEREAS, the Developer is the sole owner, in law and/or equity, of a certain tract of land in Bonneville County, Idaho, more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Developer, as sole owner of said land, has made request to the County to have the same accepted as a subdivision of said County and has submitted to the County a plat of said property to be approved by the County Planning and Zoning Commission and the County Public Works Department; and

WHEREAS, the County Public Works Department has recommended to the County Commissioners of the County that such subdivision be accepted subject to certain requirements and obligations on the part of the Developer; and

WHEREAS, the County Commissioners have agreed to accept platting of said lands to the County subject to the following terms and conditions:

NOW THEREFORE, it is hereby agreed as follows:

I. That Developer, jointly or severally, for himself, his heirs, representatives, itself, their successors and assigns, does hereby covenant, agree, and represent as follows:

A. The subdivision plat, this Development Agreement and attached improvement drawings shall be approved and recorded, at Developer's expense, prior to commencing construction on any public improvements in an approved subdivision.

B. Developer has filed with the County Public Works Department a complete set of improvement plans for each proposed plat. Public improvements shown on the plans include, but are not limited to, sanitary sewers, storm drains, pumping stations, water lines and appurtenances, fire hydrants and fire protection systems, curbs and gutters, sidewalks, landscaping, lighting, off-street parking, cross drains, streets, street surfacing, adjacent street improvements, street and regulatory signs, and all other needed street or utility improvements. Said improvement plans also show the proposed location of other utilities, i.e. telephone, gas, electricity, and irrigation facilities, and such others as may affect or be affected by the subdivision development on such property. Such plans and utility improvements shown thereon meet the approval of the County Public Works Department and are incorporated herein as Exhibit "B". The Developer shall construct and install all such improvements in accordance with the current edition of the Idaho Standards for Public Works Construction and the current edition of the Bonneville County Standard Specifications and Drawings, or as otherwise agreed between the Developer and the County if the standards and specifications are more restrictive and onerous at the time of construction

than at the time of the execution of this document, including compliance with all other County codes and ordinances. Developer shall comply with all state, federal, EPA, DEQ, and other applicable statutes, rules and regulations.

C. Developer shall (check one):

Construct and install, at his or their own expense, all improvements as shown on the approved improvement plans (subject to the special conditions in item P. below) prior to the issuance of any building permit for said subdivision; **OR**

Construct and install, at his or their own expense, all improvements as shown on the approved improvement plans (subject to the special conditions in item P. below) and produce a guarantee of completion (Exhibit "C"), as outlined below, in lieu of completing all infrastructure improvements prior to issuance of building permits.

1. Financial Guarantee Arrangements: The County shall require the developer to provide a financial guarantee of performance in one or a combination of the following arrangements which said requirements shall be in addition to the requirements of any other agency responsible for the administration, operation and maintenance of the applicable public improvement. Public improvements shall include but not be limited to those items outlined in Section I.B.

(a) Surety Bond:

(1) Accrual: The bond shall accrue to the benefit of Bonneville County covering all costs of construction of the specific public improvements.

(2) Amount: The bond shall be in the amount equal to one hundred fifty percent (150%) of the total estimated cost based on the development cost agreement in item (5) below, for completing construction of the specific public improvement, as recommended and approved by the County Public Works Department.

(3) Term Length: The bond shall be in force for a period of 12 months with automatic renewal or until such time as the public improvements are completed and accepted by the County. The County will issue a release of the bond after acceptance depending on whether improvements identified in Section I.N. are completed.

(4) Bonding for Surety Company: The bond shall be with a surety company authorized to do business in the State of Idaho and acceptable to the County Commissioners.

(5) Development Cost Agreement: The Development cost agreement shall be provided by the developer's registered engineer and approved by the County Public Works Department. Said agreement shall reflect estimates of actual costs at the time of the construction of the improvements needed to complete the subdivision.

(b) Cash Deposit, Certified Check, Negotiable Bond or Irrevocable Bank Letter of Credit:

(1) Treasurer, Escrow Agent or Trust Company: A cash deposit, certified check, negotiable bond or an irrevocable bank letter of credit, such surety acceptable by the County, shall be deposited with an escrow agent or trust company;

(2) Dollar Value: The dollar value of the cash deposit, certified check, negotiable bond or an irrevocable bank letter of credit shall be equal to one hundred fifty percent (150%) of the estimated cost based on the development cost agreement in item (4) below, for completing construction of the specific public improvement, as recommended and approved by the County Public

Works Department.

(3) Escrow Time: The escrow time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit, shall be for a period 12 months with automatic renewal until such time as the public improvements are completed and accepted by the County. The County will issue a refund/release after acceptance depending on whether improvements identified in Section I.N. are completed.

(4) Development Cost Agreement: The Development cost agreement shall be provided by the developers registered engineer and approved by the County Public Works Department. Said agreement shall reflect estimates of actual costs at the time of the construction of the improvements needed to complete the subdivision.

2. Developer may phase the construction of improvements as shown on the improvement drawings. Acceptance by the County Public Works Department will be given on each phase, only after satisfactory completion.

D. Developer assumes full responsibility for all improvement construction activity related to said development. Developer further assumes the responsibility to coordinate all construction activities herein with the County Public Works Department and provide bonded contractor(s) to perform all construction.

E. Developer shall provide a professional engineer and/or land surveyor, licensed in the State of Idaho, to furnish all construction staking, and to assume responsibility for the correctness of said construction.

F. Developer shall require all contractors involved in constructing the subdivision improvements to furnish a minimum one (1) year warranty on all materials and workmanship involved. Additional warranty periods may be required in writing by the County on certain materials and products. The warranty period for improvements shall begin on the date of written acceptance given by the County.

G. Developer shall comply with all County requirements in effect at the time construction is commenced on each lot. Developer shall sell no lots at less than the size required in zoning for such property. Lot lines may be changed by owners, but no additional building sites may be created over the number shown on the plat. All building and zoning codes must be complied with in the event of any change.

H. Developer shall pay inspection fee(s) as determined by the Public Works Department. The inspection fee(s) for this subdivision shall be \$_____ which shall be paid prior to recording the subdivision plat and commencing any construction. A refund of 75% of the inspection fee(s) will be issued to Developer if all construction is completed and receives final approval from the County within 2 years of the recording date of this agreement. If it is discovered during the development process that this time line cannot be met, the County must approve an extension in writing but in no case shall the time extend beyond twelve (12) additional months.

I. Developer shall provide the County Public Works Department with at least fifteen (15) days advance written notification of when and of what portions of said street or utility improvements he intends to complete at that time. Developer agrees to make such modifications and/or construct any temporary facilities necessitated by such phase construction work as shall be required and approved by the County.

J. Developer shall immediately upon the completion of any such constructed phase or the

entirety of said development, notify the County Public Works Department and request his final inspection and written acceptance.

K. Developer agrees that within two years after the official recording of this agreement with the County or when houses are built on 50% or more of the lots, whichever occurs first, that a portion, or portions of the entirety of said utility or street improvements need to be completed, in the interests of the health, welfare, and/or safety of the inhabitants of the County, the Developer will construct said needed utility or street improvements, or if he does not so construct within thirty days or a reasonable period of time, not to exceed 12 months, after written notification from the County Public Works Department and the County thereafter determines to construct and does construct such improvement, or improvements, the County will recover the cost of such construction by filing a claim against Developer's guarantee of completion, in such manner and under such terms as the County shall order after conference with the Developer.

L. Developer agrees that upon his having received written notification from the Public Works Department that any of the requirements herein specified have not been complied with, the County shall have the right to withhold the issuance of any certificates of occupancy within the area described in Exhibit A until such time as all requirements specified herein have been complied with; provided, however, that the Developer shall have the right to appear before the County Commissioners at any regular meeting after any Certificate of Occupancy shall have been denied and shall have the right to be heard as to why such certificate should be issued. The Commission shall then decide whether such certificate shall be issued and its decision shall be final, except that the rights of parties are preserved at law and equity.

M. Developer shall make a formal request in writing to the County Public Works Department for conditional acceptance of all said improvements. The request shall include certification from a professional engineer, licensed in the State of Idaho, certifying that said construction has been completed in compliance with the published standards. Along with the request the Developer shall also submit one paper and one digital copy of the certified as-built drawings of the completed project (or phase), road compaction reports and asphalt analysis report. The County will have thirty (30) days from the date the request was received to respond to the Developer. If no written action is received by the Developer from the Public Works Department within the thirty (30) days, the portion of the development submitted for approval shall be deemed accepted.

N. The only improvements not required to be completed at the time of conditional acceptance are chip seal and fog coat. If said improvements are not completed at the time of conditional acceptance, a financial guarantee shall be provided as identified in Section I.C.1. above.

O. In the event the County must complete Public improvements and the guarantee of completion is not sufficient to cover costs, this Development Agreement, upon execution and recording, shall constitute a lien against all property in said Development other than those portions dedicated for public purposes. Upon the satisfactory completion of all warranty periods, the County will issue a final acceptance and lien release.

P. That this Development Agreement shall be subject to the following special conditions:

SC-1:

To the extent otherwise inconsistent, special conditions shall take the precedent over all other terms.

II. The term "Developer" and the language of this agreement, whether it is more than one developer, shall be construed as plural, and if there are any parties that are feminine or are firms or corporations, the masculine shall include the feminine and the neuter. All terms and conditions of this agreement shall run with the land.

IN WITNESS WHEREOF, the County has affixed its seal and caused these presents to be executed by its Commissioners thereunto by resolution of its County Commissioners duly authorized, and the Developer has caused these presents to be executed the day and year first above written.

BONNEVILLE COUNTY, IDAHO

By _____
Chairman, Board of Commissioners

ATTEST: _____
Deputy County Clerk

[Insert Developer Information]

By _____
[Insert Developer title]

ACKNOWLEDGEMENT [EXAMPLE ONLY, use acknowledgement as per IC 55-710 through 55-715]

STATE OF IDAHO)
) ss.
COUNTY OF BONNEVILLE)

On this _ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known to me or identified to me to be _____ and whose name(s) are subscribed to the within instrument, and acknowledged to me that _____ executed the same. In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

Residing at: _____

My commission expires: _____