

MINUTES OF REGULAR MEETING
SUGAR CITY COUNCIL
THURSDAY, OCTOBER 13, 2022

Presiding: Mayor Adams

Meeting Via Internet and at City Hall Convened at 6:30 p.m.

Prayer: Mayor Adams

Pledge of Allegiance: Councilwoman Nielsen

Present at City Hall and Online: Councilors Joy M. Ball, Glenn Dayley, Connie Fogle, and Catherine Nielsen; Public Works Assistant Cody Cureton; City Building Inspector Quinton Owens; Planning and Zoning Administrator Kurt Hibbert; Planning and Zoning Chair Christine Lines; City Attorney Chase Hendricks; Madison County Coroner Sam Butikofer; Office Assistant and Treats in the Streets Planner Erieka Pimentel, Bob, and others who may have joined electronically but not identified. Public Works Director Arlynn Jacobson was excused.

CONSENT AGENDA: Discussion on the Treasurer's Report about spending more than what was budgeted for in the Administration and P&Z Department funds by 2.6% and 11.5% respectively. The mayor was concerned and asked that the city auditor be contacted.

MOTION: It was moved by Councilwoman Nielsen and seconded by Councilwoman Fogle to approve the Consent Agenda; motion carried.

**MADISON COUNTY CORONER'S OFFICE BUSINESS PARK LOT PROPOSAL –
Coroner Sam Butikofer:**

Because of projected growth and current need, Madison County Coroner Sam Butikofer proposed a new coroner's office in the Business Park on the lot next to the Madison County Search and Rescue office. He wondered if the city would donate the lot. The council was divided on donating the lot but liked the idea of having the office in Sugar City because of the many benefits. The mayor asked that Mr. Butikofer work with the Madison County Sheriff's office of possibility building an office that both entities could work from with additional patrol for the city. Mr. Butikofer will return at the next council meeting with plan for council action and contact the Business Park owners for their input.

PUBLIC COMMENTS: No report.

THE MEADOWS DEVELOPMENT AGREEMENT:

Planning and Zoning Administrator Kurt Hibbert presented the Meadows Development Agreement and Final Plat and answered questions and concerns of the Council. The Agreement and Plat were recommended to the Council after review by Planning and Zoning, Public Works, and the City Engineer. The Council approved the agreement and plat for the Meadows on condition that the road names follow City Code 10-4-4K as follows:

Names: Street names shall not duplicate existing street names except where a new street is a continuation of an existing street. Street names spelled differently but that sound like existing street names shall not be used. New streets shall be named as follows:

1. Streets having a predominantly north/south direction shall be named "avenue" or "road".
2. Streets having a predominantly east/west direction shall be named "street" or "highway".
3. Meandering streets shall be named "drive", "lane", "path", or "trail".
4. Cul-de-sacs shall be named "circle", "court", "way", or "place".

MOTION: It was moved by Councilwoman Ball with a friendly revision and seconded by Councilwoman Fogle to approve the Meadows Development Agreement and Final Plat with the condition that the road issues be resolved; motion carried (see Attachment #1).

THE MEADOWS FINAL PLAT: See above.

YELLOWSTONE TOWNHOMES DEVELOPMENT AGREEMENT: Planning and Zoning Administrator Kurt Hibbert presented the Yellowstone Townhomes Development Agreement and answered questions of the Council concerning the use of “swells”. The Agreement was recommended to the Council after review by Planning and Zoning, Public Works, and the City Engineer. A bond is in place and the park will be built simultaneously. Currently the infrastructure and 5th South are being completed.

MOTION: It was moved by Councilwoman Nielsen and seconded by Councilwoman Fogle to approve the Yellowstone Townhomes Development Agreement; motion carried (see Attachment #2).

MADISON COUNTY EMERGENCY TOWNER SPECIAL USE PERMIT: The Madison County Sheriff’s office submitted a Special Use Permit application to use the emergency tower with the addition of a private internet carrier who would use the tower for commercial use as well. Planning and Zoning did not review the application because the tower was approved as emergency use only. Madison County needs the private carrier to boost and enhance reception in Twin Bridges area. The Council asked that the application be reviewed and a recommendation submitted from Planning and Zoning. City Attorney Chase Hendricks will do a legal analysis since other private carriers will want the same access to the tower. The item will be placed on the next agenda for council action.

PUBLIC WORKS REPORT: Public Works Assistant Cody Cureton reported on the following items. Public Works Director Arlynn Jacobson was excused.

Child Safety Grant Sidewalks: A bid was sent out for the construction of the sidewalk along 3rd South as part of the Child Safety Grant.

Well #5: The tank is still leaking about ½” per day which is about half of what it was leaking before Dome fixed the liner. The tank holds about 900,000 gallons of water and is losing about 2,000 gallons per day. The tank will be drained again to check for other possibilities.

Intermountain Gas Line Replacement Project: The gas company will complete the project early next week. They are currently patching holes and cleaning up debris.

Disc Golf: The newly installed disc golf has had a lot of public attention. A map of the course shall be posted online.

PLANNING & ZONING REPORT:

Christine Lines Kurt Hibbert reported on the following items:

Planning and Zoning Plat Review: Planning and Zoning Chair Christine (Sam) Lines asked the Council about reviewing plats now that they have an administrator. They do not review them in depth as they once did. They Council would still like them to review the plats but will defer to the City Code.

Proposed Impact Area: Mr. Hibbert met with the County Commissioners. They were confused and wondered if the proposed impact area request was a serious proposal. This is the first time in Idaho so many people have actively petitioned to be in an area of impact. Sugar City is the fastest growing city in the county, state, and United States. A work meeting bus tour of the area with the County is scheduled to be held on Wednesday, October 26 from 8:00 am to 10:00 am or Thursday, October 27 before 2:00 pm.

GENERAL BUSINESS:

Mayoral Appointment(s): No report.

CALENDARED ITEMS:

First Discussion -

Excavation Permit Code Revisions: The Excavation Permit Application and fees are lacking and have not been reviewed for several years. Public Works Director Arlynn Jacobson has been working with City Attorney Chase Hendricks to revise the code, fees, and application.

Third Discussion -

Street Code Amendment for Road Designations: No report.

Public Works Standard and Resolution: No report

MAYOR AND COUNCIL REPORTS:

Treats in the Streets: Office Staff Member Erieka Pimentel reported to the Council that the Treats in the Streets event was well underway with several businesses donating and participating in the event. The event has been well received. She is excited to plan and organize the event in behalf of the city and hopes that it will be well attended.

Mayor Report: The mayor reported on the annual Water and Wastewater Conference in Post Falls which he attended. He found it interesting and helpful understand the main functions of cities to provide water and wastewater systems to their citizens.

Historic Preservation Commission: The Commission will have a booth at the Treats in the Streets event and hold a meeting afterward..

Tree & Beautification Committee: The Committee received the Rocky Mountain Power Grant for \$5,000 to help with the Memorial Garden. They are applying for another grant of \$1,500 to plant trees around the new water tank.

Councilor Nielsen made a motion for adjournment. Meeting adjourned at 8:42 p.m.

Signed: _____
Mayor Steven Adams

Attested: _____
Wendy McLaughlin, Clerk-Treasurer

CITY OF SUGAR CITY
Standard Development Agreement
Salty Crew Development LLC, Developer,
The Meadows

THIS AGREEMENT, made and entered into this 13th day of October 2022, by and between the **CITY OF SUGAR CITY**, a Municipal Corporation of the State of Idaho, party of the first part, hereinafter called the **City**, and **Salty Crew Development LLC, Developer**, party of the second part, hereinafter called the **Developer**, whose address is, 1660 Highlands Road, Ashton, ID 83420.

WITNESSETH:

WHEREAS, the Developer is the sole owner, in law and/or equity, of a certain tract of land in the County of Madison, State of Idaho, described as follows:

(Plat Map and Associated Legal Attached Hereto as "Attachment I")

WHEREAS, the Developer, as sole owner of said land, has made request to the City to develop the same lands, and has submitted to the City a plat thereof which has been recommended for approval by the Planning and Zoning Board and City Public Works of said City; and

WHEREAS, the City Public Works has recommended to the City Council of said City that such development be granted subject to certain requirements and obligations on the part of the Developer; and

WHEREAS, the said City Council has agreed to the development of said lands within the City of Sugar City, Idaho, subject to the following terms and conditions;

NOW, THEREFORE, the Developer agrees, and hereby binds his, hers, its, or their heirs, successors and assigns to said Agreement, that, in consideration for the approval to develop said area within said City he, she, it, or they as Developer:

1. Will, before development, file or cause to be filed with the City Public Works Director a complete set of "Subdivision Improvement Plans" showing all streets and sidewalks, sewer, water, storm drainage, alleys, utilities and street lights. The Subdivision Improvement Plans or Plans supplemental thereto, shall also show the proposed location of irrigation facilities within or that may affect or be affected by the subdivision development. Said "Subdivision Improvement Plans" once approved in writing by the City Public Works Director and stamped "APPROVED FOR CONSTRUCTION" by DEQ are incorporated herein and made a part hereof by reference.
2. Will, at his, hers or their own expense, construct and install all sanitary sewers, storm drains, pumping stations, water mains and appurtenances, fire hydrants, curbs and gutters, cross drains, streets, signs, street surfacing, patch back from any existing roadways to curb and gutter, as well as any and all other improvements shown on the approved "Subdivision Improvement Plans."

3. Will construct and install all such improvements in strict accordance with the City and DEQ approved Subdivision Improvement Plans. The developer will supply to the City a surety bond naming the City of Sugar City as the sole payee in the amount of 125% of Developer's Idaho Licensed Professional Engineer in Responsible Charge (hereinafter referred to as the Professional Engineer) construction cost estimate.

4. Will provide the City Public Works with at least fifteen (15) days advance written notification of when and of what portion, or portions, of said Subdivision Improvements he intends to complete at that time; and agrees to make such modifications and/or construct any temporary facilities necessitated by such phased construction work as shall be required and approved by the City. If said subdivision is to be phased, Developer will agree to extend utilities, streets, etc. or, make provision as directed by the City Public Works for temporary utility support or serviceability of the constructed portions of the said subdivision.

5. Will have a Professional Engineer firm observe the construction to ensure that construction inspection and testing work necessary to comply with the approved Subdivision Improvement Plans and Specifications occurs. The contracted Professional Engineer Firm's name and address and Professional Engineer are:

Gerald R. Williams, Williams Engineering, Inc
343 East 4th North Ste 117
Rexburg, Idaho 83440

6. Agrees to ensure that his contractor have all soil materials (trenches, roadways, etc.) compacted to the percentages specified in the Idaho Standards for Public Works Construction (ISPWC) most current Edition. The soils shall be tested by a certified technician operating under the direction of an Idaho Professional Engineer and the test results submitted to City Public Works (See also Item 11). Upon completion of the work, the soil testing firm's Professional Engineer shall certify that all soil work performed by the Developer meets the minimum compaction and testing requirements as set out in the ISPWC.

7. Will provide the City Public Works Director with certification that all soil materials used on the project meet the specifications as outlined in the Idaho Standards for Public Works Construction and the approved Subdivision Improvement Plans through the Developer's Professional Engineer or the Professional Engineer from the certified testing laboratory that supervised all materials testing. The Developer's Professional Engineer will also certify to DEQ and the City that all construction materials and equipment (hydrants, manholes, pipe, signs, etc) were provided in accordance with the approved Subdivision Improvement Plans. (See also Item 11).

8. Will notify the City Public Work's Director through the Developer's Professional Engineer and/or contractor, of the schedule and progress of the construction such that periodic visual inspections of all water, sanitary sewer, and storm sewer facilities by the City Public Works office can be made.

9. Will provide copies of all contract documents entered into by Developer pertaining to work to

be performed on this development project including, but not limited to, plans and specifications associated with the work contracted for but not those documents relating to costs.

10. Will have "Record" drawings of all said subdivision improvements CAD prepared by the Professional Engineer and will provide the City and DEQ a paper and electronic copy of the "corrected" drawings of the Subdivision Improvement Plans. The original approved "design" drawings of the proposed subdivision improvements shall be "corrected" to show the actual "As-Built" location (both horizontally and vertically) of the various water and sewer lines and their individual building service lines, the curb and gutter alignment and grades, etc. These "Record" Subdivision Improvement Plans shall include a "Certification" thereon, signed by the Professional Engineer that the "Record" drawings of the various subdivision improvements are true and correct and that he (the Professional Engineer) has inspected the construction of the various subdivision improvements (water lines, sanitary sewer lines, storm drain lines or facilities, curb and gutter, street paving, etc.) and that the materials for and the installation of the same were all done in conformance with the approved drawing set and applicable specifications and details governing the construction of these facilities. An electronic CAD file of the record drawings is to be delivered to the City at the same time as the paper documents.

11. Will, at the conclusion of construction, deliver to the City a final report stamped by the Professional Engineer that includes the certifications required in paragraphs 6 & 7, and all materials testing reports documentation for each utility (including mainlines and service lines) at appropriate intervals and depths, water pressure test reports, evidence of negative bacteriological tests (two tests, both negative, taken 24 hours apart for each line segment separately tested per ISPWC), low pressure sewer mainline air test results, CCTV videos (thumb drive) and paper reports, results of mandrel tests, and the road construction subgrade inspection and compaction results for road section materials at appropriate intervals. Additionally, shop drawings of unusual elements should be included, such as the street light posts and fixtures, grouped mailbox structure, and special double banded boots used at the sewer mainline/manhole connection. The report should identify any aberrations from ISPWC or from the DEQ and City approved drawings.

12. Will, immediately upon the completion of any such constructed portion, portions, or the entirety of said development, notify the City and request inspection and written acceptance of such completed utility or street construction work or improvements. If improvements are not completed or built to the requirements required by the approved Subdivision Improvement Plans, a "Punch List" of items will be provided to the Developer for completion and re-inspection.

13. Remove from all public property all temporary structures, rubbish, and waste materials resulting from their operation or caused by his/hers, it's or their employees.

14. Shall warrantee all materials, workmanship and equipment furnished for a period of one (1) year from the date of written acceptance of the work or the date on which the City signed the final plat, whichever is later. In addition, the Developer and/or contractor shall provide to the City a surety bond naming the City as the sole beneficiary upon application for building permits. The surety bond shall be enforceable for one year and will provide for any and all warrantee items pertaining to the public improvements, i.e., street and street surface, sidewalk curb and gutter, water distribution and services lines, meter boxes and lids, fire hydrants, sewer lines, service laterals, manholes, storm water facilities, street lights, street signs, etc.

15. Be responsible for any damage to any existing public improvements during construction of the subdivision improvements. Developer shall repair or replace any such damage, either during or after construction of the subdivision improvements, as required by the City. This includes replacement of removed property corner pins.

16. Agree (or agrees) that upon his (hers, its, or their) having received written notification from the City, that any of the requirements herein specified have not been complied with, that the City shall have the right to withhold the issuance of any Certificates of Occupancy within such subdivision and/or shall have the right to withhold the providing of culinary water service to any part, parcel, or portion of such subdivision until such time as all requirements specified herein have been complied with; provided, however, the Developer shall have the right to appear before the City Council at any regular meeting after any Certificate of Occupancy or any water service shall have been withheld for reasons set forth in this paragraph, and shall have the right to be heard as to why such Certificate of Occupancy should be issued or water service allowed. The Council shall then decide whether said Certificates of Occupancy shall be issued or water service to said property allowed, and its decision shall be final, except that the rights of the parties are preserved at law and equity.

17. Agree (or agrees) to pay, or cause to be paid, to the City at the time any separate sewer service or culinary water service connection to the City's Sanitary Sewer System or Culinary Water System is requested, all water and sewer hookup fees and capacity buy-in fees, as set forth in the Ordinances and Resolutions of the City in effect at the time said request is made.

18. Special Considerations and Agreements

(A) Ensure that storm water for the public streets be handled in accordance with the engineered plans approved for the development which has designed using underground infiltrators.

(B) Agrees that all fence material and design must be submitted to the City for approval.

(C) Assumes, with his contractors, all responsibility and liability associated with state and federal construction storm water pollution prevention and OSHA Safety Regulations. Additionally, Homeowner's cannot receive a CO (Certificate of Occupancy) until their final lot grading is completed and meets Sugar City criteria that states each lot must retain their individual storm water.

(D) Coordinate with Rocky Mountain Power for the provision of streetlights and pay all associated material and installation costs. City will contract with Rocky Mountain Power to pay the energy and maintenance of the lights and fixtures, but no deferred materials or installation costs. Contractor is to submit a street lighting submittal from Rocky Mountain Power to the City for acceptance prior to ordering and installation.

(E) Assumes, with his contractors, all responsibility and liability associated with construction traffic control safety.

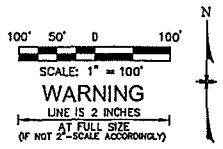
- (F) Homeowners will not receive a Certificate of Occupancy (CO) until the sidewalks are completed on their lot according to the specifications of Sugar City code. A detail of lot grading is available through Williams Engineering, Inc and will be available on the subdivision plat.
- (G) Parking on 5th South Avenue will be allowed until both of the two following conditions occur. The first condition is connection of 5th South in The Meadows Subdivision to 5th South in Old Farm Estates through the property tract **RP06N40E091145** and/or property tract **RP06N40E091142**. The second condition is a bridge connecting 5th South Avenue in The Meadows to Digger Drive. Until both of these conditions occur, parking will be allowed on 5th South Avenue in The Meadows Subdivision.
- (H) The lift station that will be constructed by Salty Crew Development, LLC. The City will allow Salty Crew Development, LLC the right of recovery of expenses incurred in constructing the infrastructure facilities from latecomers located in or adjacent to the development area who desire to connect onto and use the improved and extended infrastructure to serve their own proposed developments. Such recovered costs shall be reviewed and approved by the City based on a proportional share of area served by the facilities and documented initial development costs, and may be levied and collected for a period of fifteen (15) years after acceptance of the infrastructure improvements by the City.
- (I) City may choose to participate financially in the upsizing of lift stations, water lines, sewer and wastewater improvements, etc. to accommodate future adjacent development, recouping their sunk cost at the time of development.
- (J) The Developer will be responsible for any incurred costs directly pertaining to review engineering, legal, etc.

ADDITIONALLY,

- 19. This Development Agreement shall be valid and binding only upon its acceptance by the City Council of the Plat and the City Council approved recommendations of the City Planning and Zoning Board and staff reports, and its execution by the Mayor and Developer. This development agreement is expected to be completed within a period of two (2) years from the date of execution.
- 20. Developer agrees to pay all recording fees necessary to record this Agreement with the Madison County Recorder's office.
- 21. All covenants and conditions set forth herein shall be appurtenant to and shall run with the land and shall be binding upon Developer's heirs, successors or assigns.
- 22. Upon approval and recording of the final plat, developer will transfer 3.5 shares of water from the Teton Island Canal Company to the City of Sugar City.

IN WITNESS WHEREOF, the City has affixed its seal and caused these presents to be executed by its Mayor, and the Developer has caused these presents to be executed the day and year first

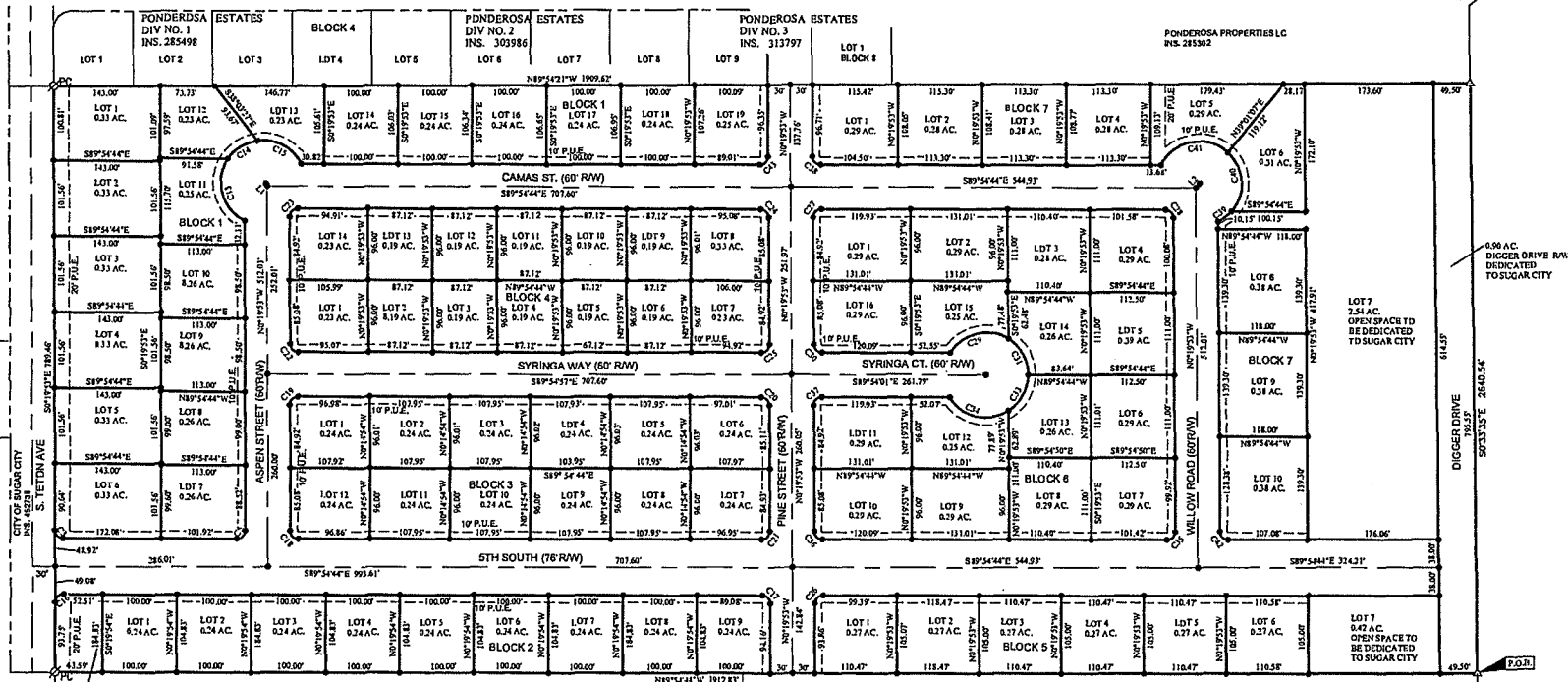
**FINAL PLAT
THE MEADOWS**
BEING PART OF NE 1/4, SECTION 9, TWP. 6 N, RANGE 40 E, B.M.
CITY OF SUGAR CITY, MADISON COUNTY, IDAHO



NOTES:
BEARINGS SHOWN HEREIN ARE BASED ON THE IDAHO STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD 83 DATUM. DISTANCES SHOWN HEREIN ARE GROUND DISTANCES USING AN AVERAGE PROJECT ELEVATION OF 5000 FEET.

NARRATIVE:
WE WERE HIRED BY BRENT BARRUS TO PERFORM 4 LOT SPLITS OF THE BRCL, INC. PROPERTY.

REFERENCES:
PONDEROSA ESTATES DIV. NO 1 INS. 285498
PONDEROSA ESTATES DIV. NO. 2 INS. 303984
PONDEROSA ESTATES DIV. NO. 3 IN. 313797



NE COR. SEC. 9
BRASS CAP FOUND
INS. 404600

6.06 AC.
DIGGER DRIVE RW
DEDICATED TO SUGAR CITY

DIGGER DRIVE
64.53'
50.33'± E 26.40'±

POB1

Parcel Line Table

Line #	Bearing	Length
L1	N43°34'32" W	8.88
L2	N44°50'48" E	7.38

**JACQUELINE HARRIS
INS. 498787**

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C3	17.20	11.00	89°34'51"	N45° 07' 19" W	15.50
C5	17.36	11.00	90°25'09"	S44° 52' 42" W	15.81
C13	38.12	57.00	89°37'49"	S14° 40' 44" E	36.45
C14	47.48	57.00	47°43'50"	S58° 30' 05" W	46.12
C15	71.31	57.00	71°40'44"	N81° 47' 38" W	66.75
C16	17.36	11.00	90°25'09"	N44° 52' 41" E	15.81
C17	17.20	11.00	89°34'51"	S45° 07' 19" W	15.50
C18	17.20	11.00	89°34'51"	N45° 07' 19" W	15.50
C19	17.36	11.00	90°24'57"	N44° 52' 35" E	15.61
C20	17.21	11.00	89°39'08"	S45° 05' 23" E	15.51
C21	17.35	11.00	90°21'05"	S44° 54' 44" W	15.60
C22	17.20	11.00	89°34'51"	N45° 07' 19" W	15.50
C23	17.36	11.00	90°25'09"	N44° 52' 41" E	15.81

**HANS T REDD
INS. 410669**

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C24	17.20	11.00	89°34'51"	S45° 07' 19" E	15.50
C25	17.36	11.00	90°25'09"	S44° 52' 41" W	15.81
C26	17.36	11.00	90°25'09"	N44° 52' 41" E	15.81
C27	17.36	11.00	90°25'09"	N44° 52' 41" E	15.81
C28	17.20	11.00	89°34'51"	S45° 07' 19" E	15.50
C29	89.36	57.00	89°49'38"	S78° 47' 18" W	80.49
C30	17.20	11.00	89°34'51"	N45° 07' 19" W	15.50
C31	58.07	57.00	86°22'13"	N29° 06' 46" W	55.59
C33	57.27	57.00	57°33'46"	N28° 51' 14" E	54.89
C34	30.28	57.00	90°43'34"	S77° 00' 06" E	31.12
C35	17.36	11.00	90°25'09"	S44° 52' 42" W	15.81
C38	17.20	11.00	89°34'53"	N45° 07' 18" W	15.50
C37	17.36	11.00	90°25'09"	N44° 52' 42" E	15.81

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C38	17.20	11.00	89°34'51"	N45° 07' 19" W	15.50
C39	22.80	57.00	22°42'44"	N52° 38' 17" E	22.45
C40	87.89	57.00	88°21'01"	N2° 53' 38" W	79.44
C41	106.55	57.00	107°05'55"	S79° 22' 56" W	91.70
C42	17.20	11.00	89°34'51"	N45° 07' 19" W	15.50
C43	17.36	11.00	90°25'04"	S44° 52' 39" W	15.81

LEGEND
 Δ PK NAIL FOUND
 ○ 5/8" ROUND PLASTIC CAP "PLS 13859"
 ● SET 5/8" X 24" REBAR WITH PLASTIC CAP STAMPED PLS 13856
 ○ CONTROLLING SECTION CORNER FND. (AS NOTED)
 ○ QUARTER SECTION CORNER FND. (AS NOTED)
 --- SECTION LINE
 --- PROPOSED PROPERTY LINE
 --- RIGHT-OF-WAY
 --- CENTERLINE
 --- PUBLIC UTILITY EASEMENT



THE MEADOWS
 PART OF SECTION 9, TWP. 6 N, R. 40 E, B.M.
 MADISON COUNTY, IDAHO
LETON VIEW SURVEYING
 2647 East 700 North
 St. Anthony, Id. 83445
 P: 208.616.6877

Sheet No.: 1 DP.1 Date: 10/2/2022 Drawn By: JTB Reviewed By: JMR

**FINAL PLAT
THE MEADOWS**
BEING PART OF NE 1/4, SECTION 9, TWP. 6 N, RANGE 40 E, B.M.
CITY OF SUGAR CITY, MADISON COUNTY, IDAHO

BOUNDARY DESCRIPTION

SITUATED IN THE STATE OF IDAHO, COUNTY OF MADISON, CITY OF SUGAR CITY, BEING PART OF THE NORTH EAST 1/4, SECTION 9, TOWNSHIP 6 NORTH, RANGE 40 EAST, OF B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP FOUND MARKING THE EAST 1/4 CORNER OF SAID SECTION 9;

THENCE NORTH 00°33'33" WEST, A DISTANCE OF 1,019.99 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°54'44" WEST, A DISTANCE OF 1,912.83 FEET TO A REBAR WITH A PLASTIC CAP FOUND;

THENCE NORTH 00°19'53" WEST, A DISTANCE OF 709.46 FEET TO A REBAR WITH A PLASTIC CAP FOUND;

THENCE NORTH 89°54'21" EAST, A DISTANCE OF 1,909.62 FEET TO A POINT;

THENCE SOUTH 00°33'33" EAST, A DISTANCE OF 795.55 FEET TO THE POINT OF BEGINNING, CONTAINING 34.77 ACRES OF LAND, MORE OR LESS..

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAVE CAUSED THE SAME TO BE PLATTED INTO BLOCKS, LOTS AND STREETS TO BE HEREAFTER KNOWN AS THE MEADOWS, CITY OF SUGAR CITY, MADISON COUNTY, IDAHO. WE DO HEREBY DEDICATE TO THE PUBLIC ALL STREETS, RIGHTS-OF-WAY AND TRACTS AS SHOWN HEREON. THE EASEMENTS SHOWN HEREON ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHT TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES OR FOR ANY OTHER USE DESIGNATED ON THE PLAT. WE ALSO CERTIFY OPEN SPACE PER CITY CODE IS HEREBY PERPETUALLY RESERVED. THE UNDERSIGNED ALSO CERTIFY ALL LOTS SHOWN ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER AND SEWER FROM THE CITY OF SUGAR CITY AND SAID CITY HAS AGREED IN WRITING TO SERVE THIS SUBDIVISION. CC & RS GOVERNING THIS SUBDIVISION ARE IN EFFECT AND ARE RECORDED IN INSTRUMENT NUMBER _____ DATED _____, MADISON COUNTY RECORDERS OFFICE.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE DULY SIGNED THIS CERTIFICATE ON THIS _____ DAY OF _____, 20____

SALTY CREW LAND HOLDINGS, LLC.

ROYCE G. KLINGLER - MEMBER

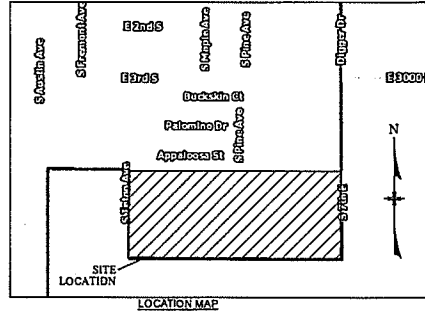
ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID STATE, PERSONALLY APPEARED ROYCE G. KLINGLER, KNOWN OR IDENTIFIED TO ME TO BE AN OWNER OF SALTY CREW LAND HOLDINGS, LLC, AN IDAHO LIMITED COMPANY, THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF _____
RESIDING IN _____ COUNTY, _____
MY COMMISSION EXPIRES _____



EXAMINING SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND ACCEPTABLE AS REQUIRED BY SECTION 50-1305 OF THE IDAHO CODE.

PROFESSIONAL LAND SURVEYOR LICENSE NO. _____ DATE _____

HEALTH DEPARTMENT CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

EASTERN IDAHO PUBLIC HEALTH
ENVIRONMENTAL HEALTH SPECIALIST DATE _____

PUBLIC UTILITY EASEMENT NOTE:

UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PUE AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNERS EXPENSE, AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUE.

NOTES:

BEARINGS SHOWN HEREIN ARE BASED ON THE IDAHO STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 DATUM. DISTANCES SHOWN HEREON ARE GROUND DISTANCES USING AN AVERAGE PROJECT ELEVATION OF 4900 FEET.

ALL IRON PINS SET ARE 5/8" x 24" REBAR WITH A YELLOW PLASTIC CAP STAMPED "PLS 13856".

FLOOD ZONE NOTICE

ORIGINALLY, ACCORDING TO FEMA FIRM, MADISON COUNTY COMMUNITY PANEL NO. 18065C00100 EFFECTIVE JUNE 3, 1991 THIS SUBDIVISION WAS IN A ZONE A-1 AREA OF SHEET FLOODING TO A DEPTH OF 1 FOOT. SUBSEQUENTLY FEMA LDMR (CASE # 00-10-330P) DATED NOV 27, 2000 IDENTIFIED THIS AREA AS ZONE X AND NO LONGER CONSIDERED AN AREA OF SPECIAL FLOOD HAZARD

IRRIGATION CERTIFICATION

ALL STATUTORY REQUIREMENTS OF IDAHO CODE HAVE BEEN MET, INCLUDING 31-3805. THE LOTS ON THIS PLAT WILL NOT RECEIVE ANY IRRIGATION WATER RIGHTS OR SHARES IN AN IRRIGATION COMPANY, OTHER THAN HAVE BEEN AGREED TO IN WRITING BETWEEN DEVELOPER AND IRRIGATION DISTRICT.

ASSESSOR'S / TREASURER'S CERTIFICATE

I THE UNDERSIGNED COUNTY TREASURER IN AND COUNTY ASSESSOR FOR THE COUNTY OF MADISON, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THIS PROJECT ARE CURRENT.

COUNTY ASSESSOR _____ DATE _____ COUNTY TREASURER _____ DATE _____

RECORDERS CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT OF THE MEADOWS, IN MADISON COUNTY, IDAHO WAS FILED FOR RECORDING IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IDAHO ON THIS _____ DAY OF _____, 20____ AT _____ M. AND RECORDED UNDER INSTRUMENT NUMBER _____.

CITY'S ACCEPTANCE

THIS FOREGOING PLAT WAS DULY ACCEPTED AND APPROVED BY THE CITY OF SUGAR CITY, IDAHO BY RESOLUTION ADOPTED THIS _____ DAY OF _____, 20____.

MAYOR _____ CITY ENGINEER _____

CITY CLERK _____ PLANNING AND ZONING OFFICIAL _____

SURVEYOR'S CERTIFICATE

I, JEFFREY M. ROWE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, NUMBER 13856, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE TRACT OF LAND DESCRIBED IN THE BOUNDARY DESCRIPTION ATTACHED HERETO, AND THAT SAID PARCELS ARE STAKED ON THE GROUND IN ACCORDANCE TO STATE LAW SECTION 50-1303.



SUBDIVIDER
SALTY CREW LAND HOLDINGS, LLC,
1650 HIGHLANDS ROAD
ASHTON, ID 83420

SURVEYOR
TETON VIEW SURVEYING
2647 E. 700 N,
ST. ANTHONY, ID. 83445
208-516-5877

THE MEADOWS

PART OF NE 1/4 SECTION 9, TWP. 6 N, R 40 E, B.M.,
MADISON COUNTY, ID.

TETON VIEW SURVEYING
2647 East 700 North
St. Anthony, Id. 83445
P: 206.516.6877

Reviewed By: JMR
PROJECT NO. 20-097
Date: 5-15-2020
Sheet No.: 1 of 2

THE CITY OF SUGAR CITY
Standard Development Agreement
Summit Building Group, LLC,
Yellowstone Townhomes

THIS AGREEMENT, made and entered into this _____ day of September 2022, by and between the **THE CITY OF SUGAR CITY**, a Municipal Corporation of the State of Idaho, party of the first part, hereinafter called the **City**, and **Brandt M. Monette** of **SUMMIT BUILDING GROUP, LLC**, party of the second part, hereinafter called the **Developer**, whose address is, 901 Pier View Dr. Suite #204, Idaho Falls, ID 83401.

WITNESSETH:

WHEREAS, the Developer is the sole owner, in law and/or equity, of a certain tract of land in the County of Madison, State of Idaho, described as follows:

(Plat Map and Associated Legal Attached Hereto as “Attachment I”)

WHEREAS, the Developer, as sole owner of said land, has made request to the City to develop the same lands, and has submitted to the City a plat thereof which has been recommend for approval by the Planning and Zoning Board and City Public Works of said City; and

WHEREAS, the City Public Works has recommended to the City Council of said City that such development be granted subject to certain requirements and obligations on the part of the Developer; and

WHEREAS, the said City Council has agreed to the development of said lands within the City of Sugar City, Idaho, subject to the following terms and conditions;

NOW, THEREFORE, the Developer agrees, and hereby binds his, hers, its, or their heirs, successors and assigns to said Agreement, that, in consideration for the approval to develop said area within said City he, she, it, or they as Developer:

1. Will, before development, file or cause to be filed with the City Public Works a complete set of “Subdivision Improvement Plans” showing all streets and sidewalks, sewer, water, storm drainage, alleys, utilities and street lights. The Subdivision Improvement Plans or Plans supplemental thereto, shall also show the proposed location of irrigation facilities within or that may affect or be affected by the subdivision development. Said “Subdivision Improvement Plans” once approved in writing by the City Public Works Director and stamped “APPROVED FOR CONSTRUCTION” by DEQ are incorporated herein and made a part hereof by reference.

2. Will, at his, hers or their own expense, construct and install all sanitary sewers, storm drains, pumping stations, water mains and appurtenances, fire hydrants, curbs and gutters, cross drains, streets, signs, street surfacing, patch back from any existing roadways to curb and gutter, as well as any and all other improvements shown on the approved “Subdivision Improvement Plans.”

3. Will construct and install all such improvements in strict accordance with the City and DEQ approved Subdivision Improvement Plans. Upon application for building permits, the developer will supply to the City a surety bond naming the City of Sugar City as the sole payee in the amount of 125% of Developer's Idaho Licensed Professional Engineer in Responsible Charge (hereinafter referred to as the Professional Engineer) construction cost estimate.

4. Will provide the City Public Works with at least fifteen (15) days advance written notification of when and of what portion, or portions, of said Subdivision Improvements he intends to complete at that time; and agrees to make such modifications and/or construct any temporary facilities necessitated by such phased construction work as shall be required and approved by the City. If said subdivision is to be phased, Developer will agree to extend utilities, streets, etc. or, make provision as directed by the City Public Works for temporary utility support or serviceability of the constructed portions of the said subdivision.

5. Will have a Professional Engineer firm observe the construction to ensure that construction inspection and testing work necessary to comply with the approved Subdivision Improvement Plans and Specifications occurs. The contracted Professional Engineer Firm's name and address and Professional Engineer are:

**Eagle Rock Engineering and Land Surveying
1331 Fremont Ave, Idaho Falls, ID 83402**

6. Agrees to ensure that his contractor have all soil materials (trenches, roadways, etc.) compacted to the percentages specified in the Idaho Standards for Public Works Construction (ISPWC) most current Edition. The soils shall be tested by a certified technician operating under the direction of an Idaho Professional Engineer and the test results submitted to City Public Works (See also Item 11). Upon completion of the work, the soil testing firm's Professional Engineer shall certify that all soil work performed by the Developer meets the minimum compaction and testing requirements as set out in the ISPWC.

7. Will provide the City Public Works Director with certification that all soil materials used on the project meet the specifications as outlined in the Idaho Standards for Public Works Construction and the approved Subdivision Improvement Plans through Developer's Professional Engineer or the Professional Engineer from the certified testing laboratory that supervised all materials testing. The Developer's Professional Engineer will also certify to DEQ and the City that all construction materials and equipment (hydrants, manholes, pipe, signs, etc) were provided in accordance with the approved Subdivision Improvement Plans. (See also Item 11).

8. Will notify the City Public Work's Office through the Developer's Professional Engineer and/or contractor, of the schedule and progress of the construction such that periodic visual inspections of all water, sanitary sewer, and storm sewer facilities by the City Public Works office can be made.

9. Will provide copies of all contract documents entered into by Developer pertaining to work to be performed on this development project including, but not limited to, plans and specifications

associated with the work contracted for but not those documents relating to costs.

10. Will have "Record" drawings of all said subdivision improvements CAD prepared by the Professional Engineer and will provide the City and DEQ a paper copy of the "corrected" drawings of the Subdivision Improvement Plans. The original approved "design" drawings of the proposed subdivision improvements shall be "corrected" to show the actual "AsBuilt" location (both horizontally and vertically) of the various water and sewer lines and their individual building service lines, the curb and gutter alignment and grades, etc. These "Record" Subdivision Improvement Plans shall include a "Certification" thereon, signed by the Professional Engineer that the "Record" drawings of the various subdivision improvements are true and correct and that he (the Professional Engineer) has inspected the construction of the various subdivision improvements (water lines, sanitary sewer lines, storm drain lines or facilities, curb and gutter, street paving, etc.) and that the materials for and the installation of the same were all done in conformance with the approved drawing set and applicable specifications and details governing the construction of these facilities. An electronic CAD file of the record drawings is to be delivered to the City at the same time as the paper documents.

11. Will, at the conclusion of construction, deliver to the City a final report stamped by the Professional Engineer that includes the certifications required in paragraphs 6 & 7, and all materials testing reports documentation for each utility (including mainlines and service lines) at appropriate intervals and depths, water pressure test reports, evidence of negative bacteriological tests (two tests, both negative, taken 24 hrs apart for each line segment separately tested per ISPWC), low pressure sewer mainline air test results, CCTV videos (thumb drive) and paper reports, results of mandrel tests, and the road construction subgrade inspection and compaction results for road section materials at appropriate intervals. Additionally, shop drawings of unusual elements should be included, such as the street light posts and fixtures, grouped mailbox structure, and special double banded boots used at the sewer mainline/manhole connection. The report should identify any aberrations from ISPWC or from the DEQ and City approved drawings.

12. Will, immediately upon the completion of any such constructed portion, portions, or the entirety of said development, notify the City and request inspection and written acceptance of such completed utility or street construction work or improvements. If improvements are not completed or built to the requirements required by the approved Subdivision Improvement Plans, a "Punch List" of items will be provided to the Developer for completion and re-inspection.

13. Remove from all public property all temporary structures, rubbish, and waste materials resulting from their operation or caused by his/hers, it's or their employees.

14. Shall warrantee all materials, workmanship and equipment furnished for a period of one (1) year from the date of written acceptance of the work or the date on which the City signed the final plat, whichever is later. In addition, the Developer and/or contractor shall provide to the City a surety bond naming the City as the sole beneficiary upon application for building permits. The surety bond shall be enforceable for one year and will provide for any and all warrantee items pertaining to the public improvements, i.e. street and street surface, sidewalk curb and gutter, water distribution and services lines, meter boxes and lids, fire hydrants, sewer lines,

service laterals, manholes, storm water facilities, street lights, street signs, etc.

15. Be responsible for any damage to any existing public improvements during construction of the subdivision improvements. Developer shall repair or replace any such damage, either during or after construction of the subdivision improvements, as required by the City. This includes replacement of removed property corner pins.

16. Agree (or agrees) that upon his (hers, its, or their) having received written notification from the City, that any of the requirements herein specified have not been complied with, that the City shall have the right to withhold the issuance of any Certificates of Occupancy within such subdivision and/or shall have the right to withhold the providing of culinary water service to any part, parcel, or portion of such subdivision until such time as all requirements specified herein have been complied with; provided, however, the Developer shall have the right to appear before the City Council at any regular meeting after any Certificate of Occupancy or any water service shall have been withheld for reasons set forth in this paragraph, and shall have the right to be heard as to why such Certificate of Occupancy should be issued or water service allowed. The Council shall then decide whether said Certificates of Occupancy shall be issued or water service to said property allowed, and its decision shall be final, except that the rights of the parties are preserved at law and equity.

17. Agree (or agrees) to pay, or cause to be paid, to the City at the time any separate sewer service or culinary water service connection to the City's Sanitary Sewer System or Culinary Water System is requested, all water and sewer hookup fees and capacity buy-in fees, as set forth in the Ordinances and Resolutions of the City in effect at the time said request is made.

18. Special Considerations and Agreements

- (A) Ensure that stormwater swales be constructed for each lot per the approved Development Improvement Drawings. The City has final approval authority of each swale. There will be no parking, filling in, or changing the swells once installed and approved by the City. The importance of maintaining depth and all other necessary maintenance of the swales is in the interest of the City, the subdivision, and the inhabitants of the subdivision so that storm water will efficiently and safely be assimilated into the ground. Maintenance and landscaping of these swales will be the responsibility of each land owner, including keeping them free of weeds, landscaping watered, and free of rubbish and debris.
- (B) Agrees that all fence material and design must be submitted to the City for approval.
- (C) Assumes, with his contractors, all responsibility and liability associated with state and federal construction stormwater pollution prevention and OSHA Safety Regulations.
- (D) Coordinate with Rocky Mountain Power for the provision of streetlights and pay all associated material and installation costs. City will contract with Rocky Mountain Power to pay the energy and maintenance of the lights and fixtures, but no deferred materials or installation costs. Contractor is to submit a street lighting submittal from Rocky Mountain Power to the City for acceptance prior to ordering and installation.
- (E) Assumes, with his contractors, all responsibility and liability associated with construction traffic control safety.

NOTARY PUBLIC FOR IDAHO
Residing at Sugar City, Idaho.
My commission expires:

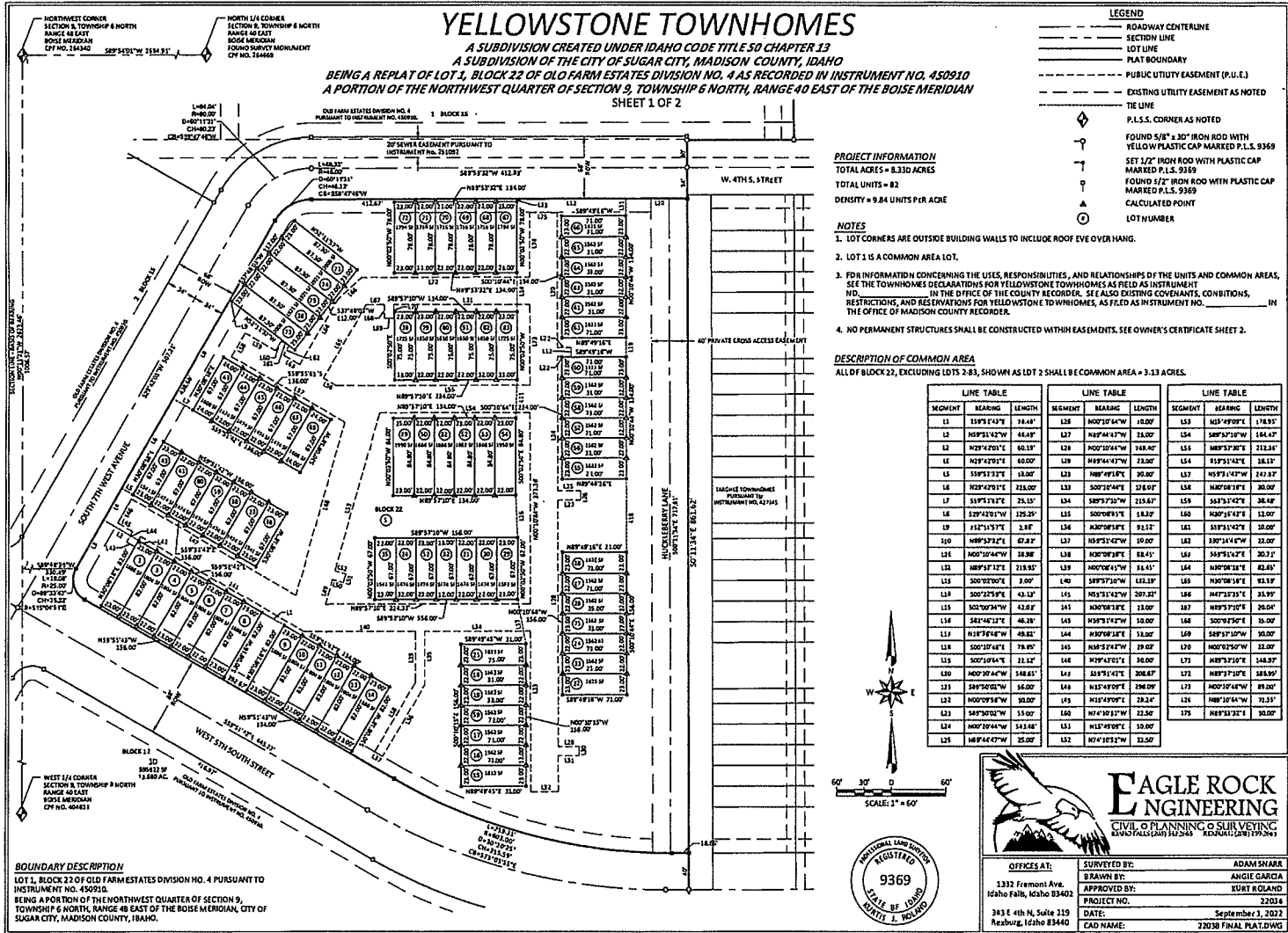
STATE OF IDAHO)
 :SS
County of Madison)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me or proved to me to be the individual who executed the foregoing instrument, and acknowledged to me that he 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 FOR
Residing at Sugar City, Idaho
My commission expires:

ATTACHMENT "I"



YELLOWSTONE TOWNHOMES

A SUBDIVISION CREATED UNDER IDAHO CODE TITLE 50 CHAPTER 13
 A SUBDIVISION OF THE CITY OF SUGAR CITY, MADISON COUNTY, IDAHO
 BEING A REPLAT OF LOT 1, BLOCK 22 OF OLD FARM ESTATES DIVISION NO. 4 AS RECORDED IN INSTRUMENT NO. 450910
 A PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 40 EAST OF THE BOISE MERIDIAN
 SHEET 1 OF 2

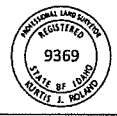
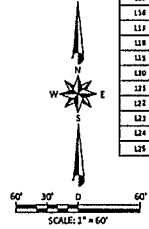
- LEGEND**
- ROADWAY CENTERLINE
 - SECTION LINE
 - LOT LINE
 - PLAT BOUNDARY
 - PUBLIC UTILITY EASEMENT (P.U.E.)
 - EXISTING UTILITY EASEMENT AS NOTED
 - THE LINE
 - ◇ P.L.S.S. CORNER AS NOTED
 - ⊕ FOUND 5/8" ± 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED P.L.S. 9369
 - ⊕ SET 1/2" IRON ROD WITH PLASTIC CAP MARKED P.L.S. 9369
 - ⊕ FOUND 5/2" IRON ROD WITH PLASTIC CAP MARKED P.L.S. 9369
 - ▲ CALCULATED POINT
 - LOT NUMBER

PROJECT INFORMATION
 TOTAL ACRES = 8.330 ACRES
 TOTAL UNITS = 82
 DENSITY = 9.84 UNITS PER ACRE

- NOTES**
- LOT CORNERS ARE OUTSIDE BUILDING WALLS TO INCLUDE ROOF EAVE OVER HANG.
 - LOT 1 IS A COMMON AREA LOT.
 - FOR INFORMATION CONCERNING THE USES, RESPONSIBILITIES, AND RELATIONSHIPS OF THE UNITS AND COMMON AREAS, SEE THE TOWNHOMES DECLARATIONS FOR YELLOWSTONE TOWNHOMES AS FILED AS INSTRUMENT NO. 450910 IN THE OFFICE OF THE COUNTY RECORDER. SEE ALSO EXISTING COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS FOR YELLOWSTONE TOWNHOMES, AS FILED AS INSTRUMENT NO. 450910 IN THE OFFICE OF MADISON COUNTY RECORDER.
 - NO PERMANENT STRUCTURES SHALL BE CONSTRUCTED WITHIN EASEMENTS. SEE OWNER'S CERTIFICATE SHEET 2.

DESCRIPTION OF COMMON AREA
 ALL OF BLOCK 22, EXCLUDING LOTS 2-83, SHOWN AS LOT 2 SHALL BE COMMON AREA = 3.13 ACRES.

LINE TABLE			LINE TABLE			LINE TABLE		
SEGMENT	BEARING	LENGTH	SEGMENT	BEARING	LENGTH	SEGMENT	BEARING	LENGTH
L1	S59°54'38" E	78.48'	L26	N00°30'54" W	13.00'	L53	N15°49'09" E	178.93'
L2	N59°51'42" W	64.49'	L27	N49°44'47" W	23.00'	L54	N49°53'30" E	164.47'
L3	N29°47'01" E	60.13'	L28	N00°30'54" W	148.40'	L55	N49°53'30" E	212.24'
L4	N29°47'01" E	60.00'	L29	N49°44'47" W	23.00'	L56	N15°49'09" E	181.11'
L5	S59°51'32" E	13.00'	L30	N49°47'18" E	30.00'	L57	N59°51'42" W	147.82'
L6	N29°47'01" E	216.00'	L31	S00°30'54" W	37.60'	L58	N49°53'30" E	205.00'
L7	S59°51'42" E	75.00'	L32	S49°51'42" W	215.00'	L59	S49°51'42" W	208.40'
L8	S59°51'42" W	125.20'	L33	S00°30'54" W	113.80'	L60	N49°53'30" E	132.00'
L9	N15°49'09" E	2.35'	L34	N00°30'54" W	71.13'	L61	S15°49'09" E	150.00'
L10	N49°53'30" E	10.00'	L35	N49°53'30" E	10.00'	L62	S00°30'54" W	32.00'
L11	N00°30'54" W	32.00'	L36	N00°30'54" W	62.41'	L63	S49°51'42" W	202.71'
L12	N00°30'54" W	32.00'	L37	N00°30'54" W	62.41'	L64	N00°30'54" W	62.40'
L13	N49°53'30" E	218.00'	L38	N00°30'54" W	14.41'	L65	N00°30'54" W	62.50'
L14	S00°30'54" W	3.00'	L39	N00°30'54" W	142.19'	L66	N49°53'30" E	35.90'
L15	S00°30'54" W	42.00'	L40	S49°51'42" W	207.32'	L67	N49°53'30" E	204.00'
L16	S49°51'42" W	46.30'	L41	N00°30'54" W	13.00'	L68	S00°30'54" W	15.00'
L17	N15°49'09" E	48.82'	L42	N49°53'30" E	50.00'	L69	S49°51'42" W	30.00'
L18	S00°30'54" W	78.90'	L43	N15°49'09" E	19.00'	L70	N00°30'54" W	22.00'
L19	S00°30'54" W	21.12'	L44	N15°49'09" E	30.00'	L71	N49°53'30" E	148.90'
L20	N00°30'54" W	548.85'	L45	S49°51'42" W	208.87'	L72	N49°53'30" E	188.90'
L21	S49°51'42" W	56.00'	L46	N15°49'09" E	198.00'	L73	N00°30'54" W	89.00'
L22	N00°30'54" W	30.00'	L47	N15°49'09" E	28.24'	L74	N49°53'30" E	21.33'
L23	S49°51'42" W	55.00'	L48	N49°53'30" E	22.50'	L75	N49°53'30" E	30.00'
L24	N00°30'54" W	54.50'	L49	N15°49'09" E	30.00'			
L25	N49°53'30" E	25.00'	L50	N49°53'30" E	22.50'			



EAGLE ROCK ENGINEERING
 CIVIL & PLANNING SURVEYING
 1332 Fremont Ave.
 Idaho Falls, Idaho 83402

OFFICES AT:
 383 E 4th N, Suite 219
 Redmond, Idaho 83440

SURVEYED BY: ADAM SNARE
BRAWN BY: ANGIE GARCIA
APPROVED BY: KURT ROLAND
PROJECT NO.: 22036
DATE: September 3, 2022
CAD NAME: 22036 FINAL PLAT.DWG

BOUNDARY DESCRIPTION
 LOT 1, BLOCK 22 OF OLD FARM ESTATES DIVISION NO. 4 PURSUANT TO INSTRUMENT NO. 450910.
 BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 40 EAST OF THE BOISE MERIDIAN, CITY OF SUGAR CITY, MADISON COUNTY, IDAHO.

YELLOWSTONE TOWNHOMES

A SUBDIVISION CREATED UNDER IDAHO CODE TITLE 50 CHAPTER 13
 A SUBDIVISION OF THE CITY OF SUGAR CITY, MADISON COUNTY, IDAHO
 BEING A REPLAT OF LOT 1, BLOCK 22 OF OLD FARM ESTATES DIVISION NO. 4 AS RECORDED IN INSTRUMENT NO. 450910
 A PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 40 EAST OF THE BOISE MERIDIAN
 SHEET 2 OF 2

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OLD FARM HOLDINGS, LLC AN IDAHO LIMITED LIABILITY COMPANY, THE LAWFUL OWNER OF THE TRACT OF LAND DIVIDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AND DIVIDED INTO BLOCKS, LOTS, AND STREETS, WHICH PLAT SHALL HEREAFTER BE KNOWN AS YELLOWSTONE TOWNHOMES, A SUBDIVISION OF THE CITY OF SUGAR CITY, IDAHO, MADISON COUNTY, IDAHO.

BE IT FURTHER KNOWN THAT OWNERS DO HEREBY DEDICATE GRANT AND CONVEY TO THE PUBLIC, ALL STREETS AND RIGHT-OF-WAYS SHOWN HEREON, THAT OWNER ALSO DOES HEREBY GRANT AND CONVEY TO THE CITY OF SUGAR CITY ALL PUBLIC EASEMENTS FOREVER AS IRREVOCABLE PERMANENT NON-EXCLUSIVE PUBLIC EASEMENTS AS SHOWN AND DESCRIBED HEREON.

COMMONS

OWNER DOES HEREBY GRANT AND CONVEY ALL THAT PORTION OF LOT 1, BLOCK 22 TO LOTS 2-83 OF BLOCK 22, A PRIVATE COMMON GENERAL CROSS-ACCESS EASEMENT, THE SAID PRIVATE COMMONS IS GRANTED BY THE MUTUAL CONSENT AND AGREEMENT BETWEEN THE PARTIES, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THAT THE OWNER ALSO DOES HEREBY GRANT, BARGAIN, AND CONVEY TO THE OWNERS OF SAID LOTS HEREAFTER COLLECTIVELY REFERRED TO AS, BENEFITERS COMMONS HOLDERS, THEIR LICENSEES, INVITEES, AGENTS, SUCCESSORS, AND ASSIGNS, THE FULL AND FREE RIGHT FOR SAID BENEFITED COMMONS HOLDERS AND SAID BENEFITED COMMONS HOLDERS' TENANTS, INVITEES, LICENSEES, AND VISITORS TO THE PRIVATE COMMONS DISCLOSED HEREIN IN COMMON WITH ALL PERSONS DESIGNATED TO HAVE A USE RIGHT AT ALL TIMES HEREAFTER, FOR INGRESS AND EGRESS AND NON-VEHICULAR ACCESS, THAT ALSO,

OWNERS, OR ITS HEIRS AND ASSIGNS, AGREE THEY WILL CONSTRUCT AND PERMANENT STRUCTURES OR MAINTAIN ANY RESTRICTIONS ON SAID COMMONS, EASEMENTS, INCLUDING BUT NOT LIMITED TO GATES, BARRIERS, OR VEHICLES OF ANY TYPE WITHIN OR UPON ANY EASEMENT SHOWN HEREON, AND THE CITY OF SUGAR CITY AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES SHALL ALSO HAVE THE RIGHT, TO REMOVE, CUT OR TRIM ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANT WHICH MAY INJURE OR INTERFERE WITH THE USE THEREOF FOR ITS INTENDED PURPOSES, SUCH RIGHT MAY BE EXERCISED WITHOUT PRIOR NOTICE TO OWNER OR ITS SUCCESSORS OR ASSIGNS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE THAT THEY SHALL NOT PLANT ANY TREES, BRUSH, ORNAMENTAL SHRUBBERY OR PLANTS WHICH MAY HINDER THE SAFE AND EFFICIENT UTILIZATION OF ALL SAID PUBLIC AND PRIVATE EASEMENTS.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS FURTHER AGREE TO MAINTAIN THE SAID COMMON AREA AND TO REMOVE SHOW PURSUANT TO THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE §503 AS IT IS AMENDED FROM TIME TO TIME, AND AS ADOPTED BY THE CITY OF SUGAR CITY, IDAHO.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS HEREBY RELEASES THE CITY OF SUGAR CITY AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES FROM ANY CLAIM FOR DAMAGES, BASED UPON CONCEALED OR UNDISCLOSED PRIVATE IMPROVEMENTS CONSTRUCTED OR PERMITTED TO BE CONSTRUCTED BY OWNER OR ITS SUCCESSORS OR ASSIGNS WITHIN ANY PUBLIC EASEMENTS, SUBSEQUENT TO RECORDING THIS SUBDIVISION, THAT MAY BE INCURRED AS A RESULT OF THE CITY OF SUGAR CITY AND ITS SUCCESSORS, ASSIGNS, PERMITEES OR LICENSEES ORDINARY USE OF THE PUBLIC EASEMENTS WITH DUE CARE.

OWNER OR ITS HEIRS, SUCCESSORS OR ASSIGNS DO HEREBY WARRANT AND SHALL DEFEND SUCH DEDICATION AND CONVEYANCES IN THE QUIET AND PEACEFUL POSSESSION OF THE PUBLIC OR THE CITY OF SUGAR CITY, AS THE CASE MAY BE, AGAINST SAID OWNER AND ITS HEIRS, SUCCESSORS AND ASSIGNS, AND AGAINST EVERY PERSON WHOMSOEVER WHO LAWFULLY HOLDS OR WHO LATER CLAIMS TO HAVE LAWFULLY HELD ANY RIGHTS IN SAID ESTATE AS OF THE DATE HEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO SET HIS SIGNATURE THIS _____ DAY OF _____, 2022.

RYAN LERWILL, MANAGING MEMBER OF OLD FARM HOLDINGS, LLC.

ACKNOWLEDGMENT

STATE OF IDAHO
 COUNTY OF MADISON

ON THIS _____ DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED RYAN LERWILL (MANAGING MEMBER FOR OLD FARM HOLDINGS, LLC), KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THE ATTACHED OWNERS' DEDICATION AND THE DRINKING WATER SYSTEM CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO EXECUTE THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND THE YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF IDAHO
 RESIDING IN _____ COUNTY,
 COMMISSION EXPIRATION DATE: _____

WATER SYSTEM

PER IDAHO CODE §0-1334, THIS SUBDIVISION WILL BE SERVED BY THE CITY OF SUGAR CITY MUNICIPAL WATER SUPPLY DISTRIBUTION SYSTEM.

WATER RIGHTS DISCLOSURE

NOTICE IS HEREBY GIVEN THAT ALL LOTS OR PROPERTY INCLUDED WITHIN THIS PLAT ARE WITHIN THE TETON ISLAND FEEDER CANAL COMPANY AND THAT A SUITABLE SURFACE WATER DELIVERY SYSTEM HAS NOT BEEN PROVIDED FOR SUCH LOTS OF PROPERTY. ALL LOTS WILL REMAIN SUBJECT TO ASSESSMENTS LEVIED BY SUCH IRRIGATION DISTRICT AND EACH INDIVIDUAL PURCHASER/OWNER WILL BE RESPONSIBLE TO PAY SUCH ASSESSMENTS. ALL ASSESSMENTS ARE A LIEN UPON THE LOTS OF PROPERTY UNLESS THE PURCHASER/OWNER FILES A PETITION REQUESTING EXCLUSION FROM THE DISTRICT. THE PURCHASER/OWNER MAY FILE SUCH PETITION AT ANY FUTURE DATE. THE OWNER/DEVELOPER IS OBLIGATED TO COMPLY WITH THE PROVISIONS OF I.C. §33-3805.

HEALTH DEPARTMENT CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY I.C. §50-1326 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO BRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326. BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SEWER REQUIRING BRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

EASTERN IDAHO PUBLIC HEALTH DISTRICT

ENVIRONMENTAL HEALTH SPECIALIST, RES _____ DATE: _____

TREASURER'S CERTIFICATE

I THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF MADISON, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE §0-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THIS PROJECT ARE CURRENT.

DATE: _____
 MADISON COUNTY TREASURER _____

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT OF YELLOWSTONE TOWNHOMES, TO THE CITY OF SUGAR CITY, MADISON COUNTY, IDAHO WAS FILED FOR RECORDING IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IDAHO ON THIS _____ DAY OF _____, 2022 AT _____ AND RECORDED UNDER INSTRUMENT NUMBER _____.

MADISON COUNTY RECORDER _____

CITY'S ACCEPTANCE

THIS FOREGOING PLAT WAS FULLY ACCEPTED AND APPROVED BY THE CITY OF SUGAR CITY, IDAHO BY RESOLUTION ADOPTED THIS _____ DAY OF _____, 2022.

MAYOR _____ CITY CLERK _____
 CITY ENGINEER _____ PLANNING AND ZONING _____

EXAMINING SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND ACCEPTABLE AS REQUIRED IN SECTION 50-1305 OF THE IDAHO CODE.

DATE: _____
 PROFESSIONAL LAND SURVEYOR _____ CERT. NO. _____

SURVEYOR'S CERTIFICATION

I, KURTIS J. ROLAND, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS YELLOWSTONE TOWNHOMES, WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

UCD96 NO. 9369



OFFICES AT: 1331 Fremont Ave. Idaho Falls, Idaho 83402	SURVEYED BY: ADAM SHARR DRAWN BY: ANGIE GARCIA APPROVED BY: KURT ROLAND PROJECT NO.: 22038 DATE: September 1, 2022 CAD NAME: 22038 FINAL PLAT.DWG
343 E 4th N, Suite 119 Reznor, Idaho 83440	