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Sgt. City
FILED BY

MILLTOWN PARK LLC SHORT PLAT
AGREEMENT

2009 APR -2 A 11:42

MARIE SCOTT
BONNER COUNTY RECORDER
DEPUTY

THIS PLAT AGREEMENT (the "Agreement") entered into as of the 12 day of February 2009 (the "Effective Date") between the City of Sandpoint, a municipal corporation organized pursuant to the laws of the state of Idaho (the "City"), whose address is 1123 Lake Street, Sandpoint, Idaho 83864, and Milltown Park LLC, a Delaware limited liability company (the "Developer") whose address is 36 Washington Street, Suite 220, Wellesley, MA 02481.

WHEREAS the Developer is the owner of the real property described on Exhibit A attached hereto and made a part hereof (the "Property").

WHEREAS the Developer wishes to develop a mixed-use residential and commercial development project (the "Project") on the Property, and the City will benefit from the development of the Project.

WHEREAS the Developer anticipates the Project to require approval in stages, with a Short Plat pursuant to the City's Municipal Code, Section 10-2-2(A)(3) coming in the first stage.

WHEREAS the City's Municipal Code, Section 10-1-3 permits the City and the Developer to enter into an agreement setting forth all commitments made by the Developer to build or bond for the required improvements.

NOW THEREFORE, pursuant to the covenants, terms and conditions set forth below the parties agree as follows:

1. Recitals. That the above recitals are hereby incorporated by reference as if set forth fully herein.
2. Time for Execution of Agreement; Term. The parties agree that this Agreement shall be properly executed and recorded by the City prior to plat recordation. The term of this Agreement (the "Term") shall commence on the Effective Date and continue for 20 years unless otherwise agreed in writing by the parties.
3. Specific Present Use or Uses and Zoning of the Property. The Property subject to this Agreement is zoned as Commercial 'D' within the City. The Developer and subsequent purchasers may utilize the Property for the multitude of uses allowed by the Commercial "D" zoning, as provided in Sandpoint City Code Title 9, attached hereto and incorporated herein as Exhibit B. The City agrees that the Project may be developed in one or more phases (each, a "Phase") during the Term pursuant to a short plat (described on Exhibit C attached hereto and made a part hereof) and/or other necessary entitlement processes and that each Phase may be developed having different uses. This Agreement shall apply to each Phase. All fees and uses for permit applications with respect to the Project shall be those fees and uses currently in effect at the time of permit application.

4. Required Improvements. The City agrees that any City-required on-site or off-site infrastructure improvements (including but not limited to sewers, roads, gutters, catch basins, storm water management facilities, sidewalks, and traffic mitigation) to the Property may be installed, paid for, bonded for and/or implemented in phases as each particular Phase of development is commenced and developed, unless otherwise agreed to by the Developer. Some of the infrastructure improvements for the Property, namely road improvements and traffic mitigation, are included in the City's Capital Improvement Plan as Circulation projects described as Larch/Boyer Traffic Signal and Intersection Improvements. The Developer shall receive a dollar-for-dollar credit against City impact fees for improvements made to like category Capital Improvement Plan infrastructure projects.

5. Vacations and Dedications. In connection with the approval of the necessary entitlements required for the completion of the Project by the City, the Developer and the City will take the following actions:

5.1 Dedication of Public Easements.

5.1.1 Public Utility Easements. The Developer shall, upon the approval of a Short Plat, indicate a thirty (30) foot wide Public Utility Easement (the "PUE") on said plat, for storm, sanitary, and water systems necessary to serve the Property and adjacent properties in the general locations as shown on Exhibit C attached hereto and made a part hereof, which will generally follow the existing sanitary sewer line on the southern portion of the Property, and extend to the north following the existing water line. The Developer reserves the right to relocate the specific location of the PUE as may be necessary with the development of the Property, so long as adequate service and access is provided subject to approval by the City's Public Works Department. The PUE will be more specifically defined with legal descriptions prepared in conjunction with the final version of the Short Plat.

5.1.2 Access Easements. The Developer will, upon the approval of a Short Plat, indicate a permanent forty (40) foot wide cross access/utility easement and a thirty (30) foot wide emergency access easement (the "Access Easements") as shown on Exhibit C. The Developer reserves the right to relocate the Access Easements with the approval of the Fire Department and the Public Works Director. The Developer and the City each agree to cooperate in good faith in negotiating and preparing such easement agreements.

5.1.3 Bikepath Easements. After determining and receiving approval for all building site locations and building permits, the Developer or its successor in interest will indicate upon the Plat, a permanent ten (10) foot wide bikepath at such location as is mutually agreed and determined by the Public Works Director and the Developer or its successor in interest, depending on the approved building locations. The Developer agrees and commits to provide specific notice of this bike path requirement in all purchase and sale agreements entered and negotiated with all subsequent buyers. The Developer and the City each agree to cooperate in good faith in negotiating and locating such future easement, so long as such bike path easement does not interfere with the approved building site locations.

5.2 General. The rights of any parties with respect to the easements described in Section 5.1 shall not vest until such time as the Developer and the City execute and record written easement agreements with respect to the same, which written agreements shall set forth the exact location of the subject easements, describe the parties benefited by the same, describe what rights the Developer shall have with respect to the relocation of such easements, and contain such other terms as shall be reasonably satisfactory to both the Developer and the City. The Developer and the City each agree to cooperate in good faith in negotiating and preparing such easement agreements. At such time as such written easement agreements are executed and recorded, the terms of this Section 5 shall be of no further force or effect.

6. Reimbursement and Apportionment. Nothing in this Agreement precludes the City and the Developer from entering into any reimbursement agreements for the portion (if any) of the cost of any water or sewer infrastructure that the City shall require to be installed by the Developer, and the City shall cooperate in arranging for such reimbursement agreements or so called "late comer agreements" when the Developer pays the cost of any such water or sewer infrastructure improvements which may benefit other properties as approved by the Public Works Director.

7. Processing. Upon satisfactory completion by the Developer of all required preliminary actions for the Project, and payment of appropriate processing fees, the City shall, subject to all legal procedural requirements, promptly initiate and use its reasonable efforts to complete at the earliest possible time all required steps, and expeditiously grant any approvals and permits, as necessary for the completion of the development of the Project. If requested by the Developer, the City shall, at the Developer's sole cost and expense, hire a dedicated planner or other staff personnel to expedite any permit applications required by the City for the Project. The Developer shall have a reasonable opportunity to comment, review, and approve the City's selection of said planner or staff personnel. The City agrees that all costs, expenses, bills, and invoices incurred or generated by the planner or staff personnel, shall be submitted to the Developer for payment upon reasonable review and approval.

8. Other Governmental Bodies. To the extent that the City, the City Council, Planning Commission or any other City agency constitutes and sits as any other board or agency, such board or agency shall not take any action that conflicts with the City's obligations under this Agreement.

9. Utility Services--"Will Serve." The City, upon payment of applicable fees, will provide water and sewer services but share no cost for line extension or expansion, to the Phases of the Property as required by the Developer.

10. Traffic Study. The parties acknowledge that prior to the date hereof, the Developer has engaged Group Mackenzie ("Developer's Traffic Consultant") as its consultant to prepare a traffic study to assess the traffic impact of the development of the Project and the City has engaged David Evans and Associates ("City's Traffic Consultant") to work with Developer's Traffic Consultant in connection with such study and that City's Traffic consultant has previously prepared a draft report with its findings and delivered such report to both Developer and the City. After the Effective Date, Developer's Traffic Consultant will prepare a final traffic report. After receipt of that report, Developer and the City each agree to cooperate in good faith

to negotiate any traffic mitigation actions Developer may be required to take in connection with the Project and to agree upon a written agreement memorializing that traffic mitigation plan, all of which shall be reasonably satisfactory to both parties. Any mitigation efforts required of the Developer in any traffic mitigation plan set forth in such agreement shall be set out on a Phase-by-Phase basis not exceeding 4 phases, and shall be implemented by the Developer in phases to coordinate with the construction of each Phase of the Property. To the extent provided in such agreement or otherwise permitted by the City, the Developer may pay the City the cash equivalent of all or a portion of any mitigation required by the traffic mitigation agreement and, in such event, the City shall be responsible for implementing any such mitigation. The Developer shall receive a dollar-for-dollar credit for all costs and improvements associated with qualifying traffic mitigation against any circulation impact fees charged to the development and otherwise payable by the Developer to the City as set out in the City's 2005 Capital Improvement Plan. Reimbursable projects included in the City's Capital Improvement Plan and related to this short plat include 1) the Larch/Boyer Traffic Signalization & Intersection Improvements. The Larch Street and Boyer Avenue Traffic Signal and Intersection Improvements shall be accomplished in the first phase of development.

11. Right to Assign. The Developer shall have the right to sell, assign, mortgage, hypothecate or transfer any portion of or interest in the Property from time to time without the prior consent of the City, and this Agreement shall apply to any such transferred portions or Phases of the Property, solely as it relates to such portion or Phases. After any such transfer, the transferring party shall notify the City of the name of and notice address for the transferee. Upon the sale, transfer or assignment of any portion of the Property by the Developer and the delegation or assignment of the duties and obligations related thereto, the Developer shall be released from its obligations under this Agreement with respect to such portion of the transferred Property arising subsequent to the effective date of such transfer. If bonding or infrastructure requirements remain in place, then the Developer agrees to transfer, assign, or obtain replacement bonding upon the transfer of the Property and the release of the Developer from such requirements. The City agrees to reasonably cooperate in allowing and accepting replacement bonding upon the transfer of the Property in phases.

12. Agreement to Run with the Land. The parties agree this Agreement shall be recorded, shall run with the land and shall be considered continuing obligations of the owner, co-owners or subsequent owners of the Property or owners of each Phase of the Property to the extent that it relates to the portion of the Property owned by them. Each owner, co-owner or subsequent owner of property which is subject to an agreement adopted pursuant to this Section shall comply with this Agreement.

13. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit the Developer, in any manner, at the Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing (each, a "Mortgage"). The City acknowledges that the lender(s) providing such financing may require certain interpretations and modifications of this Agreement and agrees upon request, from time to time, to meet with the Developer and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. The City shall not withhold its consent to any such requested

interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement and does not materially or adversely affect any of the City's rights or privileges hereunder. Any mortgagee of a mortgage or beneficiary of a deed of trust ("Mortgagee") of any portion of the Property shall be entitled to the following rights and privileges:

13.1 Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on any portion of the Property made in good faith and for value. At the request of any Mortgagee, the City shall agree to subordinate this Agreement to the terms and provisions of any Mortgage.

13.2 The Mortgagee encumbering any portion of the Property who has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default by the Developer in the performance of the Developer's obligations under this Agreement.

13.3 If the City receives a request from a Mortgagee requesting a copy of any such notice of default given to the Developer under the terms of this Agreement, the City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to the Developer. The Mortgagee shall have the right, but not the obligation, to cure the default.

13.4 Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, if it elects not to have the City subordinate this Agreement in accordance with para. 13.1, shall (unless subordinated) take the Property, or part thereof, subject to the terms of this Agreement; provided, however, in no event shall such Mortgagee be liable for any defaults or monetary obligations of the Developer arising prior to acquisition of title to the Property by such Mortgagee, except that any such Mortgagee or its successors or assigns shall not be entitled to a building permit or occupancy certificate until all legal requirements and, to the extent that the same are susceptible of cure by the Mortgagee and are not covenants personal to the prior owners of the Property, the requirements hereof have been satisfied and all delinquent and current fees and other monetary obligations due under this Agreement for the Property, or any portion thereof, acquired by such Mortgagee have been paid to the City.

14. Further Assurances; Covenant to Sign Documents. Each party shall cooperate with the other party and shall take all actions and do all things, and execute, with acknowledgment or affidavit, if required, any and all documents and writings, that may be necessary or proper to achieve the purposes and objectives of this Agreement.

15. Time of the Essence. Time shall be of the essence in and under this Agreement.

16. Enforcement of Agreement. The parties agree this Agreement may be enforced by the parties through any means deemed to be appropriate, including but not limited to, specific enforcement, injunctive relief, damages or criminal penalty for violation of Municipal Code. The parties further agree the enforcement options available to the Council shall be considered cumulative.

17. Defense of Agreement. The City shall take all actions which are necessary or advisable to uphold the validity and enforceability of this Agreement. If this Agreement is adjudicated or determined to be invalid or unenforceable, the City agrees, subject to all legal requirements, to consider, and act in good faith with respect to, modifications to this Agreement to render it valid and enforceable to the extent permitted by applicable law.

18. Attorney Fees. In the event either party requires the services of an attorney for enforcement of this Agreement, or in the event of any suit or other proceedings brought for enforcement of the terms of this Agreement, or because of the breach of this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees against the other party, including fees pertaining to foreclosure.

19. Notices. All notices to be given to either party shall be given, in writing, personally, by overnight delivery service (such as FedEx) or by depositing the same in the United States Mail, postage prepaid, and addressed to the party at the address noted above, or at such other address as may be in writing designated by one other party to the other. All notices are effective upon delivery. In addition, a copy of all notices to be given to Milltown Park LLC hereunder shall also be given to The Prudential Insurance Company of America, c/o Prudential Real Estate Investors, 8 Campus Drive, Fourth Floor, Arbor Circle South, Parsippany, New Jersey 07054-4493, Attention: PRISA II Asset Manager – Milltown Park. All notices must be delivered on a business day.

20. Waiver. The waiver by the City or the Developer of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition with regard to any subsequent breach of the same or any other term, covenant or condition.

21. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

22. Waiver of Right to Contest. This Agreement is made and entered into freely, knowingly and voluntarily by the parties hereto in their appropriate and lawful capacities.

23. Severability. It is hereby declared to be the legislative intent that the provisions and parts thereof of this Agreement shall be severable. Should any section, subsection, paragraph, clause or phrase of this Agreement, or any particular application thereof, be declared invalid or unconstitutional for any reason by a court of competent jurisdiction, such decision shall not affect the remaining portions of said section, subsection, paragraph, clause, or phrase of this Agreement.

24. Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to contracts made and performed in that state. Venue shall be in the First Judicial District Court in and for Bonner County, Idaho.

25. Captions. The captions to the paragraphs of this Agreement are for convenience only, and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of those paragraphs.

26. Recordation. The parties hereto hereby direct the City Clerk to record a copy of this Agreement against the Property with the County Recorder of Bonner County within ten (10) days after the Effective Date. This recordation is in addition to the recordation of other documents expressly contemplated herein.

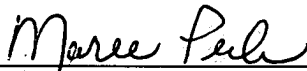
IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

CITY OF SANDPOINT



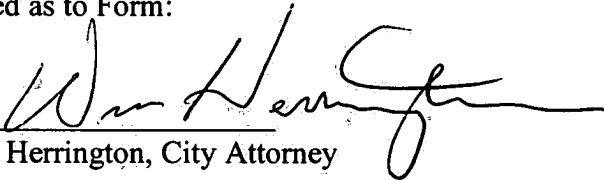
Gretchen Hellar, Mayor

Attest:



Maree Peck, City Clerk

Approved as to Form:



William Herrington, City Attorney

MILLTOWN PARK LLC,
a Delaware limited liability company

By: BROWNFIELD DEVELOPMENT I LLC,
Its Sole Member

By: RENOVIA PARTNERS LLC,
a Delaware limited liability company,
Its Member

By:

Name: Norman Pedersen III

Title: Managing Principal

ATTACHMENTS

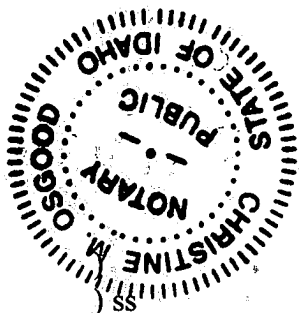
Exhibit A. Legal Description of the Property
Exhibit B. Commercial D Zoning Standards
Exhibit C. Short Plat

ACKNOWLEDGMENTS

State of Idaho)
) ss
County of Bonner)

On this 17th day of February, 2009, before me, a Notary for the state of Idaho, personally appeared Gretchen Hellar, Mayor of the City of Sandpoint, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

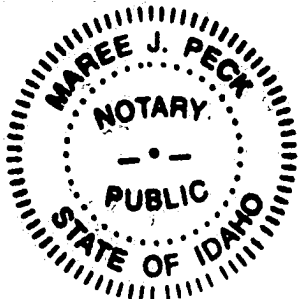


Christine M. Osgood
Notary Public for Idaho
Residing at: Priest River
My Commission expires: 8-2011

State of Idaho)
) ss
County of Bonner)

On this 12th day of February, 2009, before me, a Notary for the state of Idaho, personally appeared Norman Pedersen III, Managing Principal, Renova Partners LLC, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.



Maree J. Peck
Notary Public for Idaho
Residing at: Sagle
My Commission expires: 1-17-10

PARCEL 1

That portion of the Southeast Quarter of Section 15, Township 57 North, Range 2 West, Boise Meridian, City of Sandpoint, Bonner County, Idaho, described as follows:

Commencing at the South Quarter Corner of said Section 15, Thence North 00°37'55" East along the North-South centerline of said Section 15, a distance of 30.00 feet; Thence South 89°30'41" East, a distance of 30.00 feet to a point lying on the easterly right of way of Boyer Avenue and the northerly right of way of Larch Street in the City of Sandpoint, and the True Point of Beginning of this description.

Thence South 89°30'41" East along said northerly right of way line of said Larch Street, 470.00 feet;
Thence leaving said right of way, North 00°37'55" East, 85.00 feet;
Thence South 89°30'41" East, 151.00 feet;
Thence North 00°37'55" East, 75.00 feet;
Thence South 89°30'41" East, 147.03 feet to the westerly right of way line of the Spokane International Railroad (Union Pacific Railroad);
Thence North 00°37'55" East, along said railroad right of way, 945.67 feet to a point of curvature and the beginning of the Spokane International to Great Northern Railway transfer track;
Thence along a curve to the left, having a radius of 437.02 feet, through a central angle of 8°10'00", an arc distance of 62.29 feet to a point of compound curvature;
Thence along a curve to the left, having a radius of 547.99 feet, through a central angle of 13°15'00", an arc distance of 126.72 feet;
Thence leaving said right of way, North 89°29'10" West, 111.06 feet;
Thence North 00°16'00" East, 174.95 feet to a point on said right of way of said transfer track, said point is on curve to the left, the center of which bears South 47°00'35" West, 547.99 feet distant;
Thence along said curve to the left, having a radius of 547.99 feet, through a central angle of 28°57'05", an arc distance of 276.90 feet to a point on the southerly right of way line of the Great Northern to Northern Pacific Railroad transfer track; Thence along said southerly right of way line, North 78°42'04" West a distance of 386.02 feet to said easterly right of way line of said Boyer Avenue;
Thence South 00°37'55" West, along said easterly right of way, a distance of 1682.61 feet to the Point Of Beginning;

Said tract contains 1,144,066 Square Feet, or 26.26 Acres, more or less.

PARCEL 2:

That portion of the Southeast Quarter of Section 15, Township 57 North, Range 2 West, B.M. Bonner County, Idaho, described as follows:

Commencing at the South Quarter Corner of said Section 15, Thence North 00°37'55" East along the North-South centerline of said Section 15, a distance of 1718.34 feet to a point on the southerly right of way line of the Great Northern to Northern Pacific Railroad transfer track; Thence along said southerly right of way line, South 78°42'04" East a distance of 599.96 feet to a point of Intersection with the easterly right of way line of the Spokane International to Great Northern Railway transfer track which is the True Point of Beginning. Said point is on a non-tangent curve to the right, the center of which bears South 35°47'29" West, 597.99 feet distant; Thence southeasterly along said curve to the right, having a radius of 597.99 feet, through a central angle of 06°20'29", an arc distance of 66.19 feet; Thence leaving said easterly right of way, North 00°16'00" East, a distance of 31.29 feet to said southerly right of way line of said Great Northern to Northern Pacific Railroad transfer track; Thence North 78°42'04" West, along said southerly right of way, a distance of 52.60 feet to the True Point Of Beginning;

Said tract contains 767 Square Feet, or .01 Acres, more or less.

9-3-6: COMMERCIAL D ZONE:

A. Use Regulations: Permitted uses are:

Those uses allowed in the CN and PO zones other than schools, public or private, except those schools of vocational nature which operate similarly to a retail business where a product or products may be purchased on the premises.

Agricultural implement sales and service conducted wholly within completely enclosed buildings.

Air conditioning and heating sales and service.

Apartments, provided they are located above the first floor and above a business use permitted in this district.

Auction rooms.

Auditoriums.

Automobile sales and service shops conducted wholly within completely enclosed buildings and each one as an integrated business operation, but not including automobile painting, upholstering, rebuilding or body and fender work.

Automobile service station.

Bakeries, where all goods are sold on the premises at retail.

Banks.

Barbershops and beauty parlors.

Battery and tire service stations.

Beverage distributors, but not including bottling plants.

Billiard and pool rooms.

Book and stationery stores.

Bookbinding.

Business, music, dance or commercial schools.

Catering establishments.

Crematories, mausoleums or mortuaries.

Dance halls.

Department, furniture and home appliance stores.

Drugstores.

Dry cleaners employing facilities for not more than one thousand (1,000) pounds of dry goods per day and using carbon tetrachloride or other nonflammable cleaning agents.

Electrical appliance and repair shops.

Employment agencies.

Expressing, baggage and transfer delivery service.

Florist shops and greenhouses for retail trade only.

Frozen food lockers.

Galleries.

Garages, public, for storage of private passenger automobiles, but not including repair service.

Gas or service stations providing for the retail sale on the premises of motor vehicle fuel and other petroleum products and automobile accessories, and for the lubrication and minor repairs of automotive vehicles, but not including tire recapping, engine overhaul or body and fender work.

Grocery, fruit or vegetable stores.

Hand laundries.

Hardware stores.

Hotels.

Laboratories.

Launderettes and laundromats.

Laundries employing facilities for not more than one thousand (1,000) pounds of dry goods per day.

EXHIBIT B

COMMERCIAL D ZONING

Manufacturing or processing which is clearly incidental to retail use is permitted. Such manufacturing or processing is limited to that which employs not more than ten (10) persons in the manufacturing or processing.

Meat market or poultry stores, if no slaughter or stripping is involved.

Motels.

Offices.

Painting and decorating shops.

Pet shops or animal hospitals when conducted wholly within enclosed buildings.

Photographer's or artist's studios.

Plumbing, heating and roofing supply and workshops.

Printing, publishing and issuing of newspapers, periodicals, books and other reading matter.

Printing shops.

Professional or service offices.

Radio and television antenna towers for commercial purposes.

Radio and television sales and service.

Radio broadcasting stations.

Recreation places.

Restaurants.

Retail stores and services, but expressly excluding those uses listed in Industrial E and light industrial ER zones.

Shoe repair shops.

Signs, outdoor advertising.

Tailor and dressmaking shops.

Taverns or retail sale of alcoholic liquors, subject to the regulations of other provisions of this code⁵.

Taxi service stations.

Telegraph service stations.

Telephone exchange building.

Temporary buildings incidental only to construction of a permitted use.

Theaters, indoor (not including outdoor theaters).

Tourist homes.

Trailer sales when conducted within buildings.

Undertaking establishments.

Uses customarily incidental to any of the above uses and accessory buildings when located on the same lot, provided that outdoor sales shall not exceed fifty percent (50%) of the interior business square footage. However, outdoor eating areas for restaurants will not be limited. All business and service stores, shops or businesses shall primarily be conducted wholly within completely enclosed buildings, except for automobile parking and off street parking, loading areas and sale of automobile fuel and lubricants.

Wholesale establishments, excluding a building the principal use of which is for a storage warehouse.

B. Conditional Uses:

Automobile or trailer sales lots may be permitted whenever such use is specifically authorized by the commission.

Buildings or structures having a height greater than forty five feet (45'), with the maximum height not to exceed sixty feet (60') within specified areas zoned commercial D, where the proposal incorporates requirements set forth within subsection C of this section. The conditional use permit may only be available at such time when the city council determines the fire department is capable of fighting fires above forty five feet (45').

Helicopter pads as an accessory use for hospitals, forest services, and Idaho department of lands.

Ministorage units.

Outdoor retail sales when not customarily incidental to a permitted use.

Recreation vehicle overnight parking when the same is an accessory use to a contiguous motel.

Schools, public or private, except those schools of vocational nature which operate similarly to a retail business where a product or products may be purchased on the premises. (Ord. 1178, 8-15-2007)

C. Height: No building or structure shall be erected or structurally altered to exceed forty five feet (45') in height. This maximum may be increased to a height not to exceed sixty feet (60') within specified areas zoned commercial D with an approved conditional use permit or as part of an approved planned unit development. The approval shall not be a matter of right and shall be granted only upon a showing by the applicant that the project design is appropriate for the site and provides outstanding design in accordance with the following guidelines:

1. Open Space: The request may be favorably viewed if it provides open space in excess of code requirements.
2. Landscaping: The request may be favorably viewed if it provides landscaping in excess of code requirements.
3. Siting: The request may be favorably viewed if it is in character with other buildings and uses in the vicinity including sites abutting residential areas.
4. Pedestrian Amenities: The request may be favorably viewed if pedestrian amenities exceed other requirements of the city.
5. Architectural Design And Materials: The request may be favorably viewed if it provides design (such as U.S. green building council LEED certification or other such standard) and material features which are exceptional yet in keeping with the character and style of the surrounding development and environment.
6. Parking Amenities: The request may be favorably viewed if the project provides underground parking or parking features which will keep vehicles out of view from the sidewalk yet through building design; provide a streetscape attractive to vehicles and pedestrian traffic.
7. Providing Beneficial Use(s): The project may be viewed favorably if the structure and/or design for the inside of the building will provide for important uses or needs.
8. Safety And Fire Considerations: The request may be favorably viewed if the project provides safety and fire considerations in excess of code requirements.
9. Solar And View Access: The request may be viewed unfavorably if it reduces solar and view access to other property owners and public spaces in the vicinity beyond what a forty five foot (45') high building would cause.
10. Historic Status: A conditional use permit shall not be available for the site of historical building designated as such by the Sandpoint comprehensive plan or any ordinance or resolution of the city providing such historical designation.
11. Within Commercial D Zone: Areas within the commercial D zone, as of May 18, 2005, where the conditional use is authorized are as follows:
 - a. North of Larch Street, east of Boyer Avenue, and south and west of the BNSF railroad right of way.
 - b. A portion of the commercial D overlay zone with borders described as south of Cedar Street, east of Sixth Avenue, south of Church Street, east of Boyer Ave, north of Lake Street, west of Euclid Avenue, north of Pine Street, and west of Fourth Avenue. (Ord. 1133, 6-18-2005)

D. Areas: No front or side yards shall be required except that when a building or group of buildings abuts upon a residential district, a yard shall be provided on the side of the lot abutting the residential district, such yard having a width of not less than ten feet (10'). There shall be a rear yard with a depth of not less than twenty feet (20') when no dedicated alley or public way exists at the rear of the lot. The rear yard may be used for off street parking and loading as provided in this title⁶.

E. Minimum Requirements: New dwellings shall have not less than eight hundred (800) square feet of floor space. (Ord. 1069, 7-17-2002)

Footnotes - Click any footnote link to go back to its reference.

Footnote 1: See chapter 5 of this title.

Footnote 2: See chapter 5 of this title.

Footnote 3: See chapter 5 of this title.

Footnote 4: See chapter 5 of this title.

Footnote 5: See title 3, chapter 2 of this code.

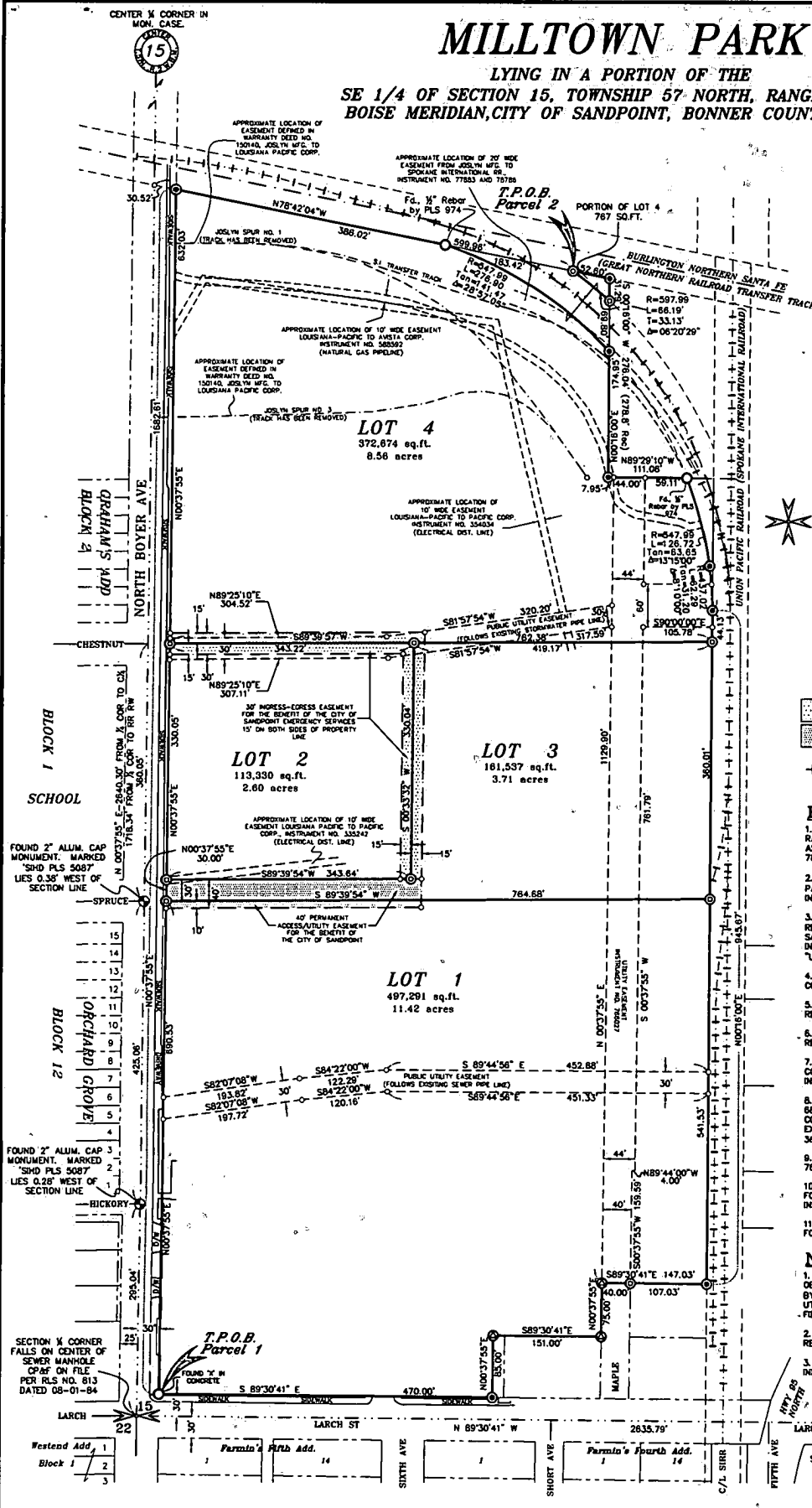
Footnote 6: See chapter 5 of this title.

Footnote 7: See Chapter 4 of this Title.

EXHIBIT C

MILLTOWN PARK

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



BASIS OF BEARINGS

ALL BEARINGS ARE BASED UPON ALTA/ACSM SURVEY, INSTRUMENT NO. 687834, RECORDS OF BONNER COUNTY, IDAHO.

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED WITHIN A ZONE C FLOOD ZONE DESIGNATION. AREAS OF MINIMAL FLOODING PER FIRM FLOOD INSURANCE RATE MAP, CITY OF SANDPOINT, IDAHO, COMMUNITY PANEL NO. 160025 0001C. REVISION DATE AUGUST 4, 1987.

LEGEND

- FOUND, SECTIONAL CORNER AS NOTED.
- SET, 5/8" DIA. X 30" LONG REBAR WITH YELLOW PLASTIC CAP MARKED "TOLDSNESS PLS 6603"
- FOUND STREET MONUMENTATION, AS NOTED
- FOUND 5/8" REBAR/CAP - PLS 57513
- FOUND, PK NAIL WITH WASHER.
- FOUND, AS NOTED
- () BEARING AND DISTANCE PER ROS INST. NO. 596382
- 30 FOOT EMERGENCY ACCESS EASEMENT
- 40 FOOT PERMANENT ACCESS/UTILITY EASEMENT
- RAILROAD
- CALCULATED POINT, NOTHING FOUND OR SET

EASEMENTS AND DOCUMENTS OF RECORD

1. EASEMENT FOR RAILROAD TRACKS GRANTED TO SPOKANE INTERNATIONAL RAILROAD COMPANY, A WASHINGTON CORPORATION, RECORDED OCTOBER 28, 1960 AS INSTRUMENT NO. 77883, RE-RECORDED DECEMBER 27, 1960 AS INSTRUMENT NO. 78786.
2. EASEMENT FOR UTILITIES GRANTED TO MOUNTAIN STATES POWER COMPANY (NOW PACIFIC POWER AND LIGHT COMPANY), RECORDED DECEMBER 6, 1933 AS INSTRUMENT NO. 84257.
3. RIGHT, TITLE OR INTEREST OF THE CITY OF SANDPOINT AND THE EFFECT AND RESTRICTIONS OF LICENSE, ENTITLED "RESOLUTION #1001 BETWEEN THE CITY OF SANDPOINT AND GEORGIA-PACIFIC CORPORATION, RECORDED FEBRUARY 23, 1972 AS INSTRUMENT NO. 158825, AS TO A PORTION OF WHAT IS REFERRED TO AS "UNPLATTED MAPLE STREET"
4. PROVISIONS IN DEED FROM JOSLYN MFG. AND SUPPLY CO., TO LOUISIANA PACIFIC CORPORATION, RECORDED JUNE 21, 1973 AS INSTRUMENT NO. 150140.
5. EASEMENT FOR UTILITIES GRANTED TO PACIFIC POWER AND LIGHT COMPANY, RECORDED MAY 22, 1987 AS INSTRUMENT NO. 333242.
6. EASEMENT FOR UTILITIES GRANTED TO PACIFIC POWER AND LIGHT COMPANY, RECORDED OCTOBER 6, 1988 AS INSTRUMENT NO. 334034.
7. EASEMENT FOR UNDERGROUND NATURAL GAS PIPELINE GRANTED TO AVISTA CORPORATION, A WASHINGTON CORPORATION, RECORDED SEPTEMBER 28, 2001 AS INSTRUMENT NO. 568592.
8. COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NO. 687825, BUT OMITTING ANY COVENANT, CONDITION OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN TO THE EXTENT THAT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(c).
9. EASEMENT FOR UTILITIES AS DECLARED IN QUITCLAIM DEED, INSTRUMENT NO. 768027, RECORDS OF BONNER COUNTY, IDAHO.
10. ORDINANCE OF THE CITY OF SANDPOINT VACATING RIGHT OF WAYS WITH THE FORMER LOUISIANA-PACIFIC MILL SITE WITH THE EXCEPTION OF MAPLE ST., INSTRUMENT NO. 725813, ORDINANCE NO. 1142.
11. ORDINANCE OF THE CITY OF SANDPOINT VACATING MAPLE ST. WITHIN THE FORMER LOUISIANA-PACIFIC MILL SITE, INSTRUMENT NO. 765893, ORD. NO. 1197.

NOTES:

1. UNDERGROUND UTILITY LOCATIONS AS SHOWN HEREON ARE FROM INFORMATION OBTAINED AT THE SITE, INFORMATION OF RECORD AND FROM INFORMATION PROVIDED BY THE RESPECTIVE PURVEYORS. THE EXACT LOCATION OF CERTAIN UNDERGROUND UTILITIES MAY VARY FROM THE LOCATION SHOWN HEREON AND ARE SUBJECT TO FIELD VERIFICATION.
2. THIS PLAT IS SUBJECT TO THE PROVISIONS OF A DEVELOPMENT AGREEMENT RECORDED AT INSTRUMENT NO. _____ RECORDS OF BONNER COUNTY, IDAHO.
3. EASEMENTS EXISTING PRIOR TO THE DATE HEREOF ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

SECTION CORNER FALLS IN A BUILDING, CALCULATED POSITION PER ROS 337529. CP&F ON FILE PER RLS NO. 813 DATED 08-01-84

Prepared for:
MILLTOWN PARK, LLC.
36 WASHINGTON ST.
SUITE 220
WELLESLEY, MA
02481

UTILITY NOTE

THE LOCATIONS OF THE PUBLIC UTILITY EASEMENTS, AS SHOWN ON THIS PLAT, ARE SUBJECT TO CHANGE AS NECESSARY BY THE LOT OWNERS AND AS APPROVED BY THE CITY OF SANDPOINT.

RECORDER'S CERTIFICATE

Filed this _____ day of _____, 2009, at _____ o'clock _____ m., at the request of Glabe & Associates, Inc., as Instrument No. _____

County Recorder _____ by Deputy _____

1/4	Section	Township	Range
15	57	2	
N	W		
Project No. _____ Drawing Name: _____ Plot Date: 04/01/2009			

MILLTOWN PARK GLABE & ASSOCIATES PROFESSIONAL LAND SURVEYORS 303 Church Street Sandpoint, Idaho 83864 208-265-4474		Scale: 1 in. = 100 ft. Drawn By: ST/LAC Date: APRIL 2009 Sheet: 1 of 2
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MILLTOWN PARK

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

APPROVAL OF THE CITY OF SANDPOINT

I, Mayor of the City of Sandpoint, Bonner County, Idaho, do hereby certify that this plot has been examined and approved this ____ day of ____, 2009.

Mayor _____ City Clerk _____

Water Service: City of Sandpoint Municipal Water System
Sewer Service: City of Sandpoint Municipal Sewer System

WATER AND SEWER NOTE

Water Service: City of Sandpoint Municipal Water System
Sewer Service: City of Sandpoint Municipal Sewer System

PANHANDLE HEALTH DISTRICT I

A Sanitary Restriction according to Idaho Code 50-1326 to 50-1329 is imposed on this plot. No building, dwelling, or other structure shall be erected until sanitary restriction requirements are satisfied and lifted.

Approved this ____ day of ____, 2009.

Panhandle Health District I

Sanitary Restrictions satisfied and lifted this ____ day of ____, 2009.

Panhandle Health District I

PLANNING DIRECTOR

This plot has been examined for conformance to the Zoning and Subdivision Codes and approved this ____ day of ____, 2009.

Planning Director _____

DIRECTOR OF PUBLIC WORKS

This plot has been examined and approved.

Dated this ____ day of ____, 2009.

Director of Public Works - City Engineer

COUNTY RECORDER'S CERTIFICATE

Filed this ____ day of ____, 2009, of ____ in Book ____ of ____ on page ____, at the request of Gabe and Associates, Inc.

Bonner County Recorder _____ Instrument No. _____

COUNTY TREASURER'S CERTIFICATE

I hereby certify that the required taxes on the herein described property have been fully paid up to and including the year ____.

Dated this ____ day of ____, 2009.

Bonner County Treasurer _____

OWNERS' CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS that Norman A. Pedersen, managing member of MILLTOWN PARK, L.L.C., a Delaware Limited Liability Company, hereby certifies that it is the owner of the real property described in this certificate and have caused the same to be divided into Lots 1, 2, 3 and 4, the same to be known as the Plot of Milltown Park, and being a portion of the Southeast Quarter of Section 15, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, and more particularly described as follows:

PARCEL 1:

Commencing at the South Quarter Corner of said Section 15, Thence North 00°37'55" East along the North-South centerline of said Section 15, a distance of 30.00 feet; Thence South 89°30'41" East, a distance of 30.00 feet to a point lying on the easterly right of way of Boyer Avenue and the northerly right of way of Larch Street in the City of Sandpoint; and the TRUE POINT OF BEGINNING of this description.

Thence South 89°30'41" East along said northerly right of way line of said Larch Street, 470.00 feet; Thence leaving said right of way, North 00°37'55" East, 85.00 feet;

Thence South 89°30'41" East, 151.00 feet;

Thence North 00°37'55" East, 75.00 feet;

Thence South 89°30'41" East, 147.03 feet to the westerly right of way line of the Spokane International Railroad (Union Pacific Railroad);

Thence North 00°16'00" East, along said railroad right of way, 945.87 feet to a point of curvature and the beginning of the Spokane International to Great Northern Railway transfer track;

Thence, along a curve to the left, having a radius of 437.02 feet, through a central angle of 170°00', on arc distance of 82.28 feet to a point of compound curvature;

Thence, along a curve to the left, having a radius of 547.59 feet, through a central angle of 131°50'07", on arc distance of 128.72 feet to a point of compound curvature;

Thence, along a curve to the left, having a radius of 547.59 feet, through a central angle of 170°00', on arc distance of 128.72 feet to a point of compound curvature;

Thence North 00°16'00" East, 174.95 feet to a point on said right of way of said transfer track, said point is on curve to the left, the center of which bears South 47°00'35" West, 547.59 feet distant;

Thence, along said curve to the left, having a radius of 547.59 feet, through a central angle of 28°37'05", on arc distance of 276.90 feet to a point on the southerly right of way line of the Great Northern to Northern Pacific Railroad transfer track; Thence along said southerly right of way line, North 78°42'04" West a distance of 386.02 feet to said southerly right of way line of said Boyer Avenue;

Thence, South 00°37'55" West, along said easterly right of way, a distance of 1682.61 feet to the Point Of Beginning;

Said tract contains 1.144,006 Square Feet, or 26.26 Acres, more or less.

PARCEL 2:

That portion of the Southeast Quarter of Section 15, Township 57 North, Range 2 West, B.M. Bonner County, Idaho, described as follows:

Commencing at the South Quarter Corner of said Section 15, Thence North 00°37'55" East along the North-South centerline of said Section 15, a distance of 1718.34 feet to a point on the southerly right of way line of the Great Northern to Northern Pacific Railroad transfer track;

Thence, along said southerly right of way line, South 78°42'04" East, a distance of 599.96 feet to a point of intersection with the easterly right of way line of the Spokane International to Great Northern Railway transfer track which is the True Point of Beginning; Said point is on a non-curved curve to the right, the center of which bears South 35°47'28" West, 597.99 feet distant; Thence southeasterly along said curve to the right, having a radius of 597.99 feet, through a central angle of 66°20'29", on arc distance of 66.19 feet; Thence leaving said southerly right of way, North 00°16'00" East, a distance of 31.29 feet to said southerly right of way line of said Great Northern to Northern Pacific Railroad transfer track; Thence North 78°42'04" West, along said southerly right of way, a distance of 32.00 feet to the True Point Of Beginning; Said tract contains 767 Square Feet, or .02 Acres, more or less.

TOGETHER WITH the following easements:

A 30 foot wide Emergency Access Easement, over portions of Lots 2, 3 and 4, as shown hereon, is hereby granted to the City of Sandpoint, for ingress-egress of emergency services only;

A 40 foot wide Permanent Access/Utility Easement, over portions of Lots 1 and 3 as shown hereon, is hereby granted to the City of Sandpoint;

A 30 foot wide Utility Easement for an existing Stormwater Pipeline, over portions of Lots 2, 3 and 4, as shown hereon, is hereby granted to the City of Sandpoint;

A 30 foot wide Utility Easement for an existing Sanitary Sewer Pipeline, over a portion of Lot 1, as shown hereon, is hereby granted to the City of Sandpoint;

SUBJECT to all other easements, covenants, conditions and restrictions of record.

Norman A. Pedersen, Managing Member, Milltown Park, L.L.C.



Project No.	1/4	Section	15	Township	57	Range	2
County	N	W					
Drawing Name	MILLTOWN PARK						
Scale	AS SHOWN						
Prepared By	GLABE & ASSOCIATES						
Check By	309 Church Street						
Date	Sandpoint, Idaho 83864						
Issue	209-205-4474						
Sheet	12 / 16						
Drawn By	789/TMG						
Check By	789/TMG						
Date	8/11/2009						
Sheet	8 of 8						