

STREET LIGHT AGREEMENT

This Agreement is made and entered into by and between the City of Garden City, Idaho, an Idaho municipal corporation of 6015 Glenwood Street, Garden City, Idaho 83714 (hereinafter “Garden City” or “City”) and **Company Name** an Idaho limited liability company of **address**, (hereinafter “Developer”) pertaining to the street lights in **Name** subdivision, a **Residential / Commercial** development within the corporate limits of Garden City, Idaho.

WHEREAS, Garden City has adopted modifications to the Idaho Standards for Public Works Construction which limit the type of street poles and lighting fixtures that may be used in order to comply with Garden City street lighting requirements in subdivision development; and

WHEREAS, Garden City has **endorsed streetlight guidelines on January 8, 2007** which provides latitude and flexibility under certain circumstances in the choice of street lighting poles and fixtures to be located in residential subdivisions; and

WHEREAS, Developer owns and is in the process of developing a subdivision in Garden City to be known as **Name** subdivision, **legally described in Exhibit “A”** attached hereto and incorporated herein by this reference, and wishes to use nonstandard street lighting pursuant to said ordinance; and

WHEREAS, the City of Garden City Public Works Department has determined that the light poles and fixtures described in this Agreement, if appropriately spaced, do meet the equivalent health, safety, welfare and quality characteristics of standard, approved types.

NOW, THEREFOR, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Developer has provided, or will provide, the streetlights, poles fixtures and appurtenances **described in Exhibit “B”** attached hereto and incorporated herein by this reference for the residential development known as **Name** subdivision in Garden City, Idaho. The Garden City Public Works Department hereby approves said streetlights, poles fixtures and appurtenances as providing the equivalent health, safety, welfare and quality characteristics as approved types provided said streetlights are spaced in accordance with Garden City’s Supplement to ISPWC-2006.

2. Developer, and any homeowner’s association created in connection with the proposed subdivision on the property described in **Exhibit “A”**, agree to replace, repair and provide any required maintenance for any of the above mentioned street lights, and/or appurtenances thereof, that may hereafter be broken, damaged, or deteriorated, or require maintenance, at its or their own expense; and it is further agreed that they shall keep the lights operational at all times, it being understood by the City that bulbs, and/or ballast, do burn out and that the City will allow reasonable time to replace them.

3. It is agreed that Garden City will provide and pay for the electrical service to be supplied to the streetlights located in the Name subdivision and assess the residences therein for such cost in the usual and customary manner.

4. It is agreed that the City, because Idaho Power Company will not maintain the bulbs and ballast or provide any maintenance, will enter in to a Schedule 40 Agreement with Idaho Power Company, and not a Schedule 41 Agreement, which in proper cases provides that Idaho Power Company would provide maintenance, bulbs, and ballast. It is also agreed that lighting served under the Schedule 40 Agreement must be controlled by a photo electric device of the "fail off" type.

5. It is understood and agreed that Developer intends to assign its right and obligations hereunder to a homeowners association when formed and operational.

6. This document shall be recorded to provide notice to property owners and prospective property purchasers of the obligations, conditions, terms and requirements of this Street Light Agreement.

7. In the event there is an ongoing and uncured failure by Developer or the homeowners association to provide the required maintenance and repair of the streetlights, the City shall be authorized, after 30 days prior written notice, to engage in the necessary maintenance and repair activities and provide an invoice for the cost of the same to both Developer and the homeowners association. Payment of the invoice shall be a mutual, joint and several obligation of Developer and homeowners association.

8. In the event that the City is required to provide maintenance pursuant to the previous paragraph on an ongoing basis, the City at its discretion shall be authorized to form a local improvement district in order to pay the reasonable and necessary costs of retrofitting the subdivision to standard street lights and fixtures. Property owners within the subdivision that are included in the local improvement district shall be deemed to have consented to the formation of the district by their ongoing failure to perform maintenance obligations.

9. This Agreement and Covenant shall run with the land and shall be binding on Developer, its heirs, successors and assigns, and the City of Garden City, for so long as the subject street lights are used in the subdivision.

DATED this _____ day of _____, 2007.

CITY OF GARDEN CITY, a municipality and
Political Subdivision of the State of Idaho

By _____
JOHN EVANS, Mayor

ATTEST:

PAMALA THOMASON, City Clerk

DEVELOPER

By: _____
Its: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 2006, before me the undersigned, a Notary Public in and for said State personally appeared JOHN EVANS and PAMELA THOMASON known or identified to me to be the Mayor and City Clerk of the City of Garden City, Idaho, that executed the said instrument, and acknowledged to me that such City of Garden City 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 IDAHO
Residence: _____
My Commission Expires: _____

*SEAL

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2006, before me the undersigned, a Notary Public in and for said State personally appeared _____ known or identified to me to be the President and Secretary of **DEVELOPER** 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 hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
Residence: _____
My Commission Expires: _____

*SEAL