

CITY OF BONNERS FERRY, IDAHO
ANNEXATION AGREEMENT
(File #AN_____)

THIS AGREEMENT is made effective this 9 day of January, 2023, by and between the *City of Bonners Ferry*, 7232 Main Street, Bonners Ferry, Idaho 83805, a municipal corporation organized pursuant to the laws of the State of Idaho, hereinafter termed the “City,” and, **Grace Bible Church, Inc.**, hereinafter termed the “Owner.”

WHEREAS, the Owner owns a tract of land adjacent to the Bonners Ferry city limits, which the Owner wishes to have annexed into the City. Said property for which annexation is requested is more particularly described in the attached Exhibit A and illustrated in attached Exhibit B, and made a part of this agreement.

WHEREAS, the Mayor and City Council of the City of Bonners Ferry have determined it to be in the best interests of the City to annex the lands described above (hereinafter termed “Described Lands”), subject to the Owner performing the covenants and conditions hereafter set forth;

WHEREAS, the City and the Owner with the execution of this document agrees to the terms and conditions as set forth therein;

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. *Purpose:*

Owner enters into this Agreement to obtain annexation of the Described Lands, while City seeks to obtain mitigation of the effects of annexation of the Described Lands. Owner acknowledges that city has no duty to annex the Described Lands and that the promises of Owner constitute an inducement for City to do so. The term “Owner” is deemed to include any successor in interest in the Described Lands.

2. *Prerequisites:*

Upon proper execution and recordation of this Agreement, and upon performance of the prerequisite steps called for herein, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner’s property. Prior to recordation of the annexation:

2A. The Owner shall dedicate a 25-foot-wide public right-of-way, along the southern boundary of the property for purposes of future transportation corridor.

2C. The Owner shall cause to be moved the existing encroachment along Highway 95 that currently is used to access the Community Fellowship Church on parcel know as RP61N01E040150A. The new approach shall be located in the future 50-foot wide right-of-way and shall be approved for the location and authorized for construction by the Idaho State Department of Transportation. The access shall be considered a shared commercial driveway and be privately maintained.

2D. The city shall be responsible for providing the legal description for inclusion within the annexation application.

3. *Annexation*

Upon completion of the above prerequisites, the City shall record the annexation ordinance and shall adopt a new zoning map to include the lands as described herein. In addition, future utilities and densities to/for the property shall be provided in accordance with the language provided below:

3A. Utilities:

(1) **CONSTRUCTION OF FUTURE RIGHT-OF-WAY:** The city is not responsible or required to construct or pay for the development of the future street as part of this annexation. Furthermore, the city is not obligated to construct such road at any time in the future, unless it deems it necessary and can provide funding for the construction. The landowner may be required to develop said street, should development or expansion of a use on the existing property be approved by the city.

3B. Future Zoning and Development Density:

(1) Upon annexation, the property will be designated “Commercial” on the comprehensive plan and zoned as Commercial on the official zoning map.

4. Construct to City Standards:

Unless otherwise stipulated or agreed to, the Owner agrees that all improvements required by this Agreement or by City codes shall be built to City standards or to the standards of any public agency providing service to the development, adhering to all City policies and procedures at the expense of the owner.

5. Applicable Standards:

The Owner agrees that all laws, standards, policies and procedures regarding residential and/or utility construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes shall be those in effect when application for connection is sought.

6. Severability:

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and be

interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

7. *Merger and Amendment:*

All promises and prior negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in law. The parties agree that this Agreement is not intended to replace any other requirement of City Code and that its execution shall not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.

8. *Enforcement - Attorney's Fees:*

Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and related costs of enforcement.

IN WITNESS WHEREOF, the City of Bonners Ferry has caused this Agreement to be approved by the City Council, executed by its Mayor and City Clerk, and the Owner(s) has executed this Agreement to be effective the day and year first above written.

CITY OF BONNERS FERRY

By:

James R. Staples, Mayor

Attest:

Christine McNair, City Clerk

OWNER:

By:



Grace Bible Church, Inc.

ACKNOWLEDGMENTS

On this ____ day of _____, 20____, before me, a Notary for the state of Idaho, personally appeared _____, known, or identified to me to be the Owner who executed this instrument or the person who executed the instrument.

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

Notary Public for the state of Idaho
Residing at:
Commission Expires: