



Memorandum

To: Christina Giordani, Mayor

From: Brian Parker, Community Development Director, Floodplain Administrator

Re: City of Bellevue Ordinances and Standards Regarding Work Within Bramon Subdivision

Date: May 28, 2026

Background

The City of Bellevue manages floodplain development and other land development through Titles 9-12 of Bellevue City Code. These ordinances are established to balance private property rights with the externalities associated with development.

Site History

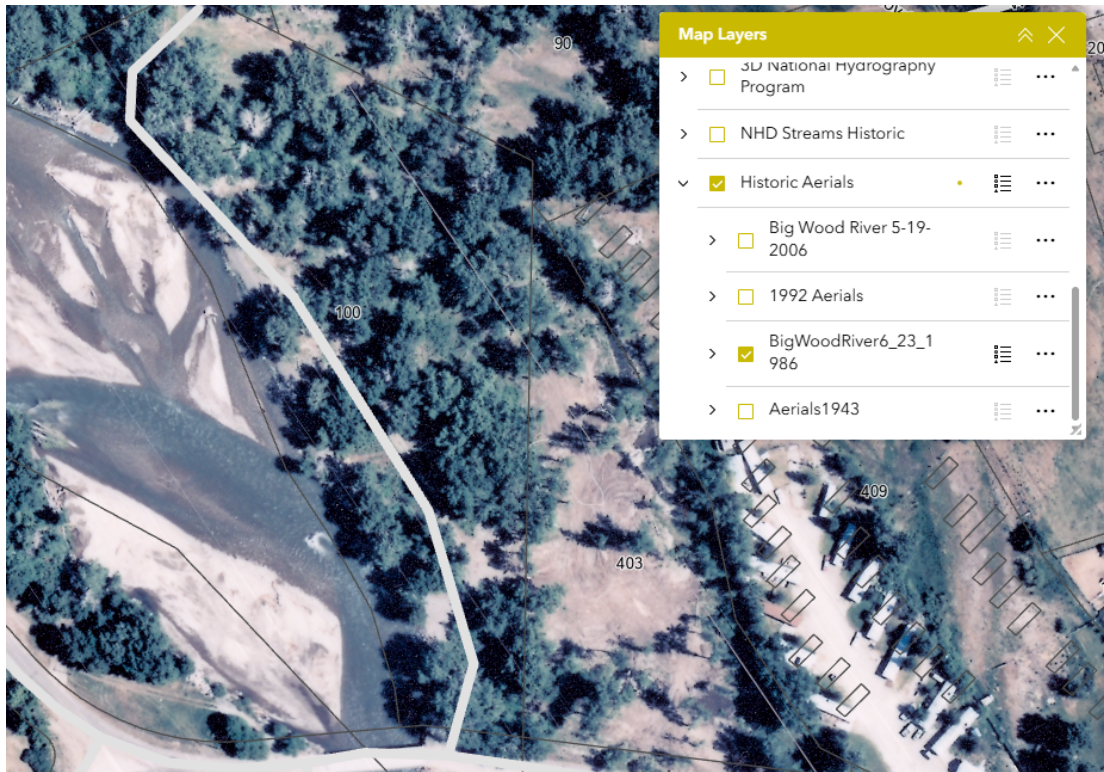
The subject property was annexed and subdivided in 2004. A single family residence existed on Lot 1, Block 1 of Bramon Subdivision. All of Bramon Subdivision was in the 1% floodplain on the Flood Insurance Rate Maps (FIRM) adopted at the time of subdivision, as well as the currently adopted FIRM.

The following relevant notes are included on the face of the Bramon Subdivision plat:

- 2) Bramon Subdivision lies entirely within the 100-year FEMA Floodplain per March 17, 1997 FEMA FIRM Panels 0857 & 0859B.
Note: the FIRM panels showing the subject property at the time of adoption are 0857B & 0859D. It is unclear why the incorrect FIRM panels are referenced.
- 3) The City of Bellevue shall not be held responsible for any flood damage and shall not be responsible for maintenance of the dike.
- 4) The area within the floodplain shall not be disturbed and will remain in its natural condition. No more than one-half acre of each lot shall be disturbed or used for residential construction or landscaping. The area within the driveway shall not be included within this restriction.

Utilizing aerial imagery provided by Blaine County, it appears that substantial landscape modifications of Lot 1, including the replacement of native vegetation with turf grass has occurred since the plat was recorded on May 17, 2004.

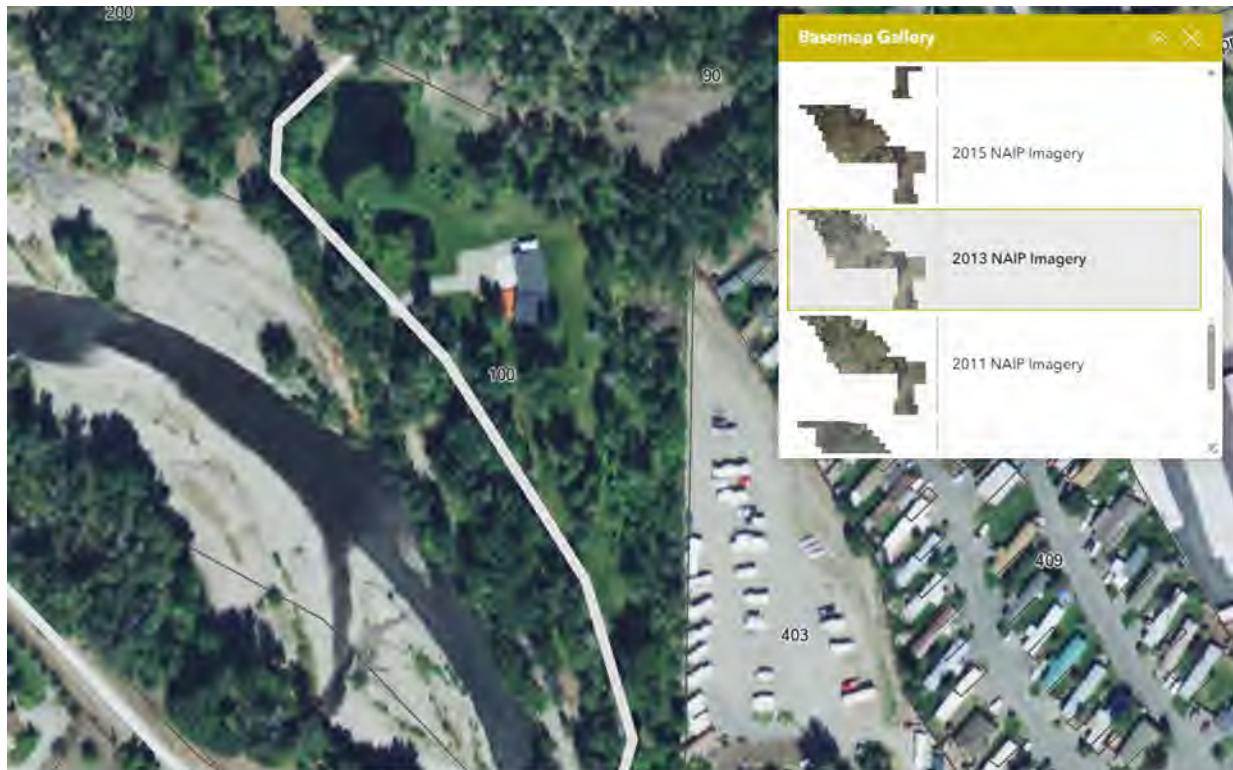
1986 (Pre-development):



2004 (lawn area generally behind residence and near pond):



2013 (lawn area expanded around pond, south of house, near driveway):



2025 (trees regrown in, understory still largely clear of native vegetation):



Staff has not identified any applications, permits, or records of the City reviewing or authorizing these expansions of landscaping or modification of natural vegetation.

Floodplain Development Permit

Relevant Code Sections

- **Bellevue City Code Section 12-2-1: Definitions**

Development	Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.
Development Activity	Any activity defined as development which will necessitate a Floodplain Development Permit; such as: the construction of buildings, structures, or accessory structures; additions or substantial improvements to existing structures; bulkheads, retaining walls, piers, and pools; the placement of mobile homes; or the deposition or extraction of materials; the construction or elevation of dikes, berms and levees.
Levee	A man-made structure, usually an earthen embankment, designed and constructed according to sound engineering practices, to contain, control, or divert the flow of water so as to provide protection from temporary flooding.
Remedy a Violation	To bring the structure or other development into compliance with State or local flood plain management regulations, or, if this is not possible, to reduce the impacts of its non-compliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.
Special Flood Hazard Area (SFHA)	The land in the flood plain within a community subject to a one percent (1%) or greater chance of flooding in any given year. For purposes of these regulations, the term "special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard".
Violation	The failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the Finished Construction Elevation Certificate, other certifications, or other evidence of compliance required in 44 CFR § 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

- **Bellevue City Code Section 12-3-3: Establishment of Floodplain Development Permit**

A Floodplain Development Permit shall be required in conformance with the provisions of this title prior to the commencement of any development activities within Special Flood Hazard Areas determined in accordance with the provisions of Section 12-4-2.

- **Bellevue City Code Section 12-3-8: Penalties for Violation**

No structure or land shall hereafter be located, extended, converted, or altered unless in full compliance with the terms of this title and other applicable regulations.

Violation of the provisions of this title or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this title or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than one hundred dollars (\$100.00) or imprisoned for not more than one hundred eighty

(180) days, or both. Each day the violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Bellevue from taking such other lawful actions as is necessary to prevent or remedy any violation.

- **Bellevue City Code Section 12-4-4: Corrective Procedures:**

- A. **Violations To Be Corrected:** When the Floodplain Administrator finds violations of applicable State and local laws, it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.
- B. **Actions In Event Of Failure To Take Corrective Action:** If the owner of a building or property shall fail to take prompt corrective action, the Floodplain Administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:
 - 1. That the building or property is in violation of the floodplain management regulations;
 - 2. That a hearing will be held before the Floodplain Administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and
 - 3. That following the hearing, the Floodplain Administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.
- C. **Order To Take Corrective Action:** If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more than (90) calendar days. (One hundred eighty (180) calendar days or less is recommended.) Where the Floodplain Administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.
- D. **Appeal:** Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the Floodplain Administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- E. **Failure To Comply With Order:** If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a misdemeanor and shall be punished at the discretion of the court.

- **Bellevue City Code Section 12-5-2(J): Other Development In Regulated Floodways and Flood Fringe:**
 1. Fences that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, in regulated floodways and flood fringe shall meet the limitations of section 12-5-5 of this title.
 2. Retaining walls, bulkheads, sidewalks, and driveways that involve the placement of fill in regulated floodways and flood fringe shall meet the limitations of section 12-5-5 of this title.
 3. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings, and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, which encroach into regulated floodways and flood fringe, shall meet the limitations of section 12-5-5 of this title.
 4. Drilling water, oil, and/or gas wells including fuel storage tanks, apparatus, and any equipment at the site that encroach into regulated floodways and flood fringe shall meet the limitations of section 12-5-5 of this title.
 5. Docks, piers, boat ramps, marinas, moorings, decks, docking facilities, port facilities, shipbuilding, and ship repair facilities that encroach into regulated floodways and flood fringe shall meet the limitations of section 12-5-5 of this title.
- **Bellevue City Code Section 12-5-5: Standards for Floodways and Flood Fringe Areas:**

Areas designated as floodways or flood fringe areas are located within the Special Flood Hazard Areas established in section 12-3-2 . The floodways and flood fringe areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in sections 12-5-1 and 12-5-2 , shall apply to all development within such areas:

 - A. No encroachments, including fill, new construction, substantial improvements, and other developments shall be permitted unless:
 1. It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of floodplain development permit (This is a No-Rise Analysis and Certification); or
 2. A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained within six (6) months of completion of the proposed encroachment.
 - B. If subsection A is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this title.
 - C. Manufactured homes may be permitted provided the following provisions are met:
 1. The anchoring and the elevation standards of subsection 12-5-2 C; and
 2. The encroachment standards of subsection A.

Analysis

- “Development” is specifically defined to include grading. Grading has occurred on the subject property. Staff was alerted to this information on May 18, 2026. Upon receipt of a complaint, Staff conducted a site assessment and verified that unpermitted grading was occurring. The responsible party was on site, and Staff spoke with him and instructed that no additional grading

shall occur until a floodplain development permit had been issued. The responsible party was authorized to remove the brush piles, combustible dead organic matter, and similar vegetated debris as that does not constitute “development activity” as defined in Bellevue City Code Section 12-2-1.

- On May 25, 2026, the responsible party submitted six (6) floodplain development permit applications. Staff reviewed the applications, found that they were not completed on the most current application form, incomplete, and/or not the correct application. On May 26, 2026, Staff emailed the responsible party to notify them that the applications could not be accepted as submitted and provided instructions on how to proceed correctly. On May 27, 2026, the responsible party submitted three (3) floodplain development permits and one (1) fence permit. Application materials are enclosed.
- On May 27, 2026, Staff conducted a site visit to the subject property. While on site, Staff observed excavation equipment moving and loading brush piles, then leveling the dirt around the site of the brush pile. While the removal of brush piles had been previously verbally authorized, the subsequent leveling of the area constituted “grading” and was thus impermissible. The responsible party was notified, who then immediately contacted the excavator and instructed the individual to stop work. To increase clarity around the matter, a Stop Work Order was prepared by Staff and posted on the property.
- As the responsible party was notified of a violation and has taken the appropriate corrective actions thus far in accordance with Bellevue City Code Section 12-4-4, no penalties are required at this time. The City of Bellevue reserves the right to proceed with enforcement should the need arise in the future.
- An unplatted, informal pathway through the subject property had been used by the public through Lot 2. The responsible party operating on the subject properties, seeking to reduce trespassing, blocked this pathway. An alternative unpermitted pathway was subsequently graded out on property owned by the City of Bellevue connecting from the twenty-foot (20’) fisherman’s easement on the subject property to the corner of West Spruce Street and Tendoy Street, also within the area of special flood hazard. The party responsible for the construction of this unpermitted pathway has not been identified to date.

Riparian Setback

Relevant Code Sections

- **Bellevue City Code Section 12-5-1(A):**
 - A. A Riparian Protection Setback is hereby established one hundred feet (100') back from the mean high-water mark of the Bigwood River within the City. The following activities and improvements are prohibited within the Riparian Protection Setback:
 1. New Construction;
 2. Placement of structures, except fences and maintenance thereof;
 3. Placement of fill or dirt or other materials;
 4. Removal of any live vegetation, except for leaning or diseased trees that are hazardous of life or property (provided) the root balls shall not be removed in order to protect against erosion of the river bank) with prior written confirmation of such condition by a

certified Arborist unless a bona fide emergency to life or property exists, and noxious weeds;

5. Planting non-native vegetation, including grass, shrubs and trees;
6. Storage of materials and/or equipment before, during or after any construction or excavation on an adjacent area.

Exceptions:

1. Planting of native riparian vegetation;
2. Maintenance of non-native grasses, shrubs and trees existing on the effective date of this title;
3. Emergency bank stabilization activities pursuant to all required federal, state and City permits; and
4. Construction of public roads, and of public utilities and other structures pursuant to all required by city, state and federal permits; and
5. Maintenance of deed or dedicated public pathways, and the maintenance of existing private pathways, and the creation and maintenance of one private pathway on each parcel of land of not more than eight (8) feet in width down to the river.

Analysis

- The removal of live vegetation within the one-hundred foot (100') riparian setback area occurred, in violation of Bellevue City Code 12-5-1(A)(4). No permitting process is established by Bellevue City Code for work within the riparian setback area. The applicant has been notified of the violation and has provided preliminary concepts for correction. Provided that remediation occurs within a timeframe to prevent erosion and infiltration by invasive species, no further enforcement action is required at this time. The City of Bellevue reserves the right to proceed with enforcement should the need arise in the future.
- The responsible party has provided an email from Carl Hjelm, ISA Certified Arborist (https://certificates.directory.isa-arbor.com/profile/3fe132e8c65981c77dedd849436c5ff15c01af95?search_term=hjelm&page=1), identifying a total of thirty-seven (37) dead or declining trees that would be appropriate for removal, including trees within the riparian setback area.
- While Staff is still waiting for further documentation to this effect, the responsible party has stated in one of declined floodplain development permit applications that cheatgrass, leafy spurge, spotted knapweed, and Canada thistle were present within the removed vegetation.
- Cottonwood trees and woody vegetation was removed from the river-side of the levee. The responsible party has stated that the work was done in coordination with Flood Control District #9, and the District Board Chairman has confirmed this in a phone call and in-person meeting. The Flood Control District has provided recommendations from the most recent Army Corps of Engineers Levee Risk Management Summary indicating that the work that has occurred is necessary to meet the Corps' standards.

Tree Removal

Relevant Code Sections

- Except for the provisions in Bellevue City Code Section 12-5-1, no restrictions or permitting processes exist in Bellevue City Code for the removal of trees located on private property.

Analysis

- Tree removal does not constitute “development activity” as defined by Bellevue City Code Section 12-2-1, and thus a floodplain development permit is not required for tree removal within the area of special flood hazard.
- When tree removal is necessary to occur, as in this case, and opportunities to maximize the benefit exist, such as providing needed training for Bellevue firefighters, it is Staff’s opinion that it is a waste to not take advantage of the opportunity. As such, the responsible party was put in contact with the Fire Chief so he could facilitate training at his discretion.
- As discussed in the site history, it appears that non-natural landscaping has expanded beyond the ½ acre limit imposed by plat note #4. In order to remedy this incursion, further vegetation removal and remediation will likely be required. No work is authorized to occur without appropriate permitting and approval from the City of Bellevue.

Plat Notes

As discussed above, there are plat notes on the face of the Bramon Subdivision plat that are applicable to the work that has been conducted and is proposed. The plat notes are ambiguous in relation to non-native, invasive and noxious weed, hazard tree removal, and other ordinary maintenance of vegetation on the property. As previously discussed, the property was not in compliance with plat note #4 due to the expansion of non-natural lawn areas.

Ownership

The responsible party has provided a signed Property Access and Alteration License Agreement granting the individual to “apply for necessary municipal permits, facilitate property improvements, and contract with licensed, bonded, and insured vendors to work onsite at the Properties.”

Enclosures

1. Materials related to Bramon Subdivision entitlement and Annexation
2. Bramon Subdivision recorded final plat
3. FIRM Panels 0857B & 0859D
4. Property Access and Alteration License
5. Related email correspondence
6. Documents relating to levee provided by Flood Control District #9.
7. Applications for the subject property received to date.
8. Stop Work Order and Posting Photos

Bramon Annexation 4/28/04 CC met.

Plat Notes:

Parcel "B" no additional subdivision
remain open space + Public Access
~~with~~ no structures.

Subdivision ~~Plat~~ approval w/ conditions

Exhibit 1 - Fisherman's easement

"B" 2 - No additional subdivision

3 - Parcel "B" dedicated as "Open Space -
no structures"

4 - Restoration of any disturbed ground

5 - City not responsible for utilities
across City property

6 - Driveway not part of the 1/2 acre
riparian area to remain undisturbed

7 - Confirmation of Legal Description

8 - Bridge Not included in annexation

9 - Current Title Insurance Policy reviewed
by City attorney

10 - Engineering approved by Ferguson Assoc.

11 - Administrative approval of Plat Notes

12 - Completed Annexation Agreement

13 - Payment of all costs related to annexation
and \$25,000 mitigation

14 - Annexation of Property

motion to adopt Ord #2004-05 - subject to
final plan administrative approvals,
property legal description, engineer's
approval, current title insurance
policy approved by City Attorney, ^{payment of costs}
and Councilman Davis - ~~the~~ Council unanimously
by roll call.

motion to adopt Ord #2004-05 - Remediator
Councilman Schryver - ~~Chair~~ & readings
and Councilman Davis - unanimously by
roll call.

Schryver - motion

STAFF REPORT

TO: Bellevue Planning & Zoning Commission
FROM: Jacki Saul, Planning & Zoning Administrator
RE: Annexation-Bramon Property

HEARING DATE: April 8, 2004

Applicant: Frank and Darlene Bramon

Project: Application for annexation of 6.3 acres

General Location of Property: Broadford Road and the Big Wood River, west of Tax Lot 6246

Legal Description: Tax Lots 6247 and 6644

Notice

Notice for the public hearing was published in the Wood River Journal on March 24, 2004. The notice was mailed to property owners within 300 feet, to public agencies, and to area media, on March 24, 2004. Notice was posted on the subject property on March 24, 2004.

Application

Frank and Darlene Bramon, represented by Mike Choat of Galena Engineering, have submitted an application for annexation of approximately 6.3 acres to be utilized for a single family home.

The property is currently located in the County and is zoned R-5 with a Floodplain Overlay. The annexation application requests that the property be zoned as General Residential (GR) upon annexation.

Procedural History

Refer to the staff report dated February 19, 2004 for a chronological history of this application. On August 23, 2001, the Bellevue Common Council held a public hearing to review the request for annexation. The Council found that the proposal represents an orderly extension of existing City boundaries; and that the proposal relates positively to goals and objectives of the Bellevue Comprehensive Plan.

On September 6, 2001, the Planning and Zoning Commission reviewed the application. At that time, Staff believes that one step in the annexation process was missed – that step being for the Commission to assign an appropriate zoning designation for the property, and to determine conformance to the Bellevue Comprehensive Plan. As such, this action is being requested at this time.

Also at the September 6, 2001 hearing the Commission “allowed the plat as shown for this property” with the following conditions:

- a) A waiver for Lot 2 for street access frontage to be dedicated on a 20 foot driveway. The easement shall be shown on the plat and dedicated to the owner of Lot 2.
- b) The public easement along the Big Wood River shall be 20 feet wide.
- c) The City of Bellevue shall not be held responsible for any flood damage to the maintenance of the dike.
- d) The driveway shall not be considered as part of the one-half acre riparian area to remain undisturbed. It shall not add to or take away from this restriction.
- e) Only one home site shall be allowed on the annexed land
- f) The home shall be setback a minimum of 100 feet from the mean high water mark.
- g) The amount of riparian area to be disturbed for the construction of the new home site shall be limited to one-half acre.

On February 19, 2004 the Planning and Zoning Commission considered this application with respect to compliance to the Bellevue Comprehensive Plan and appropriate zoning upon annexation. The Standards of Evaluation the Commission reviewed were as follows:

Standard of Evaluation

Zoning:

The current county Zoning of the property is R-5 with a Floodplain Overlay. The applicant is requesting a zoning designation of GR. The applicant is aware that a condition placed on prior approval of the annexation allows only one additional residential home site on the property.

Comprehensive Plan:

Chapter 5, Land Use, Guiding Policy 5, Implementing Action 1 reads as follows:

“1. Annexation could only occur if the public services necessary to promote the health, safety, and welfare of those individuals who are being annexed can be provided.”

Implementing Action 2 reads as follows:

“2. When annexation is considered, those areas adjacent to the corporate limits and within the Bellevue Area of City Impact should be developed first. They should also be developed in conformance to city regulations to assure continuity of development.”

Summary and Suggested Conditions

The Common Council shall hold a public hearing to receive public comment and make determinations on the following:

- The manner in which the City services shall be extended;
- How such services shall be paid for.

Also at the September 6, 2001 hearing the Commission “allowed the plat as shown for this property” with the following conditions:

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- g) The amount of riparian area to be disturbed for the construction of the new home site shall be limited to one-half acre.

CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 685

THIS RESOLUTION OF THE CITY OF BELLEVUE, IDAHO,
AUTHORIZING THE MAYOR TO EXECUTE THE BRAMON ANNEXATION,
SERVICES AND DEVELOPMENT AGREEMENT

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF
BELLEVUE, IDAHO:

The City of Bellevue, Idaho, shall enter into the Bramon
Annexation, Services and Development Agreement with Frank Bramon
and Darlene Bramon, husband and wife, and the Mayor is hereby
authorized to execute same on behalf said city.

PASSED by the Bellevue Common Council this ____ day of
_____, 2004.



John Barton, Mayor

ATTEST:

Dorothy Barton, City Clerk

**Annexation Description
For
Frank and Darlene Bramon**

A parcel of land located within Sections 26 and 35, Township 2 North, Range 18 East, Boise Meridian, Blaine County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the Southeast corner of said Section 26;

thence North $0^{\circ} 13' 12''$ West 50.00 feet along the East boundary of said Section 26 to a 1/2 inch rebar by L.S. 792;

thence North $64^{\circ} 01' 04''$ West 329.74 feet to a 1/2 inch rebar by L.S. 792 which point is on the westerly boundary of the City of Bellevue and is also the REAL POINT OF BEGINNING;

thence continuing North $64^{\circ} 01' 04''$ West 122.30 feet to a 5/8 inch rebar by Greg Skinner, L.S.;

thence North $45^{\circ} 23' 23''$ West 281.75 feet to a 1/2 inch rebar by Charles Glasby, P.E.;

thence North $83^{\circ} 53' 23''$ West 356.00 feet;

thence North $59^{\circ} 23' 30''$ West 132.62 feet to the mean high water of the Big Wood River;

thence the following sixteen courses and distances along said mean high water of the Big Wood River:

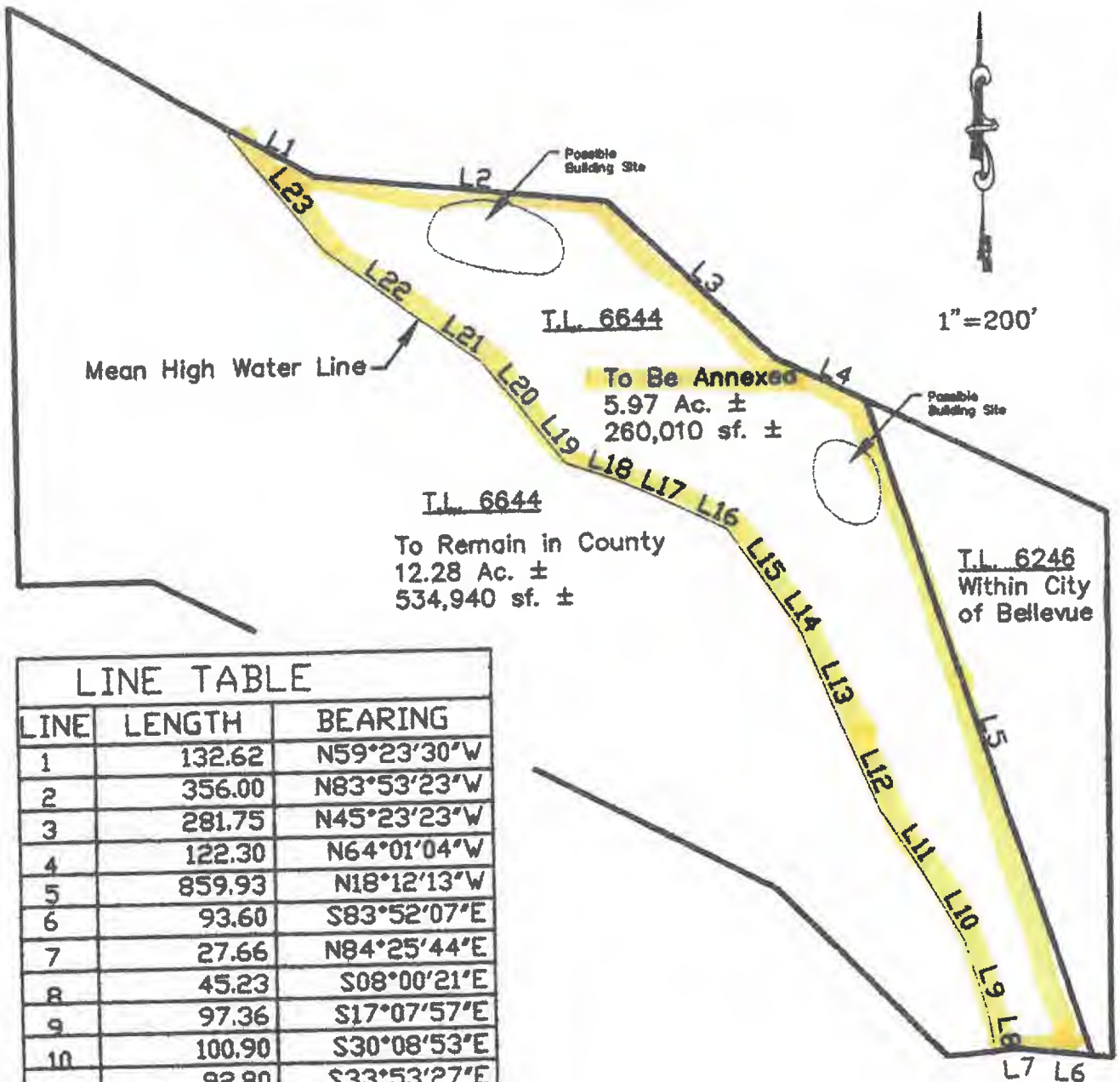
South $38^{\circ} 07' 23''$ East 201.03 feet;
South $51^{\circ} 50' 13''$ East 125.73 feet;
South $54^{\circ} 09' 51''$ East 108.31 feet
South $41^{\circ} 04' 16''$ East 69.42 feet;
South $37^{\circ} 10' 21''$ East 96.02 feet;
South $70^{\circ} 28' 09''$ East 63.44 feet;
South $65^{\circ} 27' 31''$ East 72.28 feet;
South $63^{\circ} 17' 36''$ East 76.49 feet;
South $34^{\circ} 51' 28''$ East 83.72 feet;
South $33^{\circ} 57' 11''$ East 73.22 feet;

South 22° 21' 37" East 117.28 feet;
South 22° 54' 49" East 122.39 feet;
South 33° 53' 27" East 92.80 feet;
South 30° 08' 53" East 100.90 feet;
South 17° 07' 57" East 97.36 feet;
South 8° 00' 21" East 45.23 feet;

thence North 84°25'44" East 27.66 feet along the North boundary of Broadford Road;

thence South 83°52'07" East 93.60 feet along said Broadford Road to the westerly boundary of said City of Bellevue;

thence North 18°12'13" West 859.93 feet along said westerly boundary of the City of Bellevue to the POINT OF BEGINNING, continuing 5.97 acres, more or less.



LINE TABLE		
LINE	LENGTH	BEARING
1	132.62	N59°23'30"W
2	356.00	N83°53'23"W
3	281.75	N45°23'23"W
4	122.30	N64°01'04"W
5	859.93	N18°12'13"W
6	93.60	S83°52'07"E
7	27.66	N84°25'44"E
8	45.23	S08°00'21"E
9	97.36	S17°07'57"E
10	100.90	S30°08'53"E
11	92.80	S33°53'27"E
12	122.39	S22°54'49"E
13	117.28	S22°21'37"E
14	73.22	S33°57'11"E
15	83.72	S34°51'28"E
16	76.49	S63°17'36"E
17	72.28	S65°27'31"E
18	63.44	S70°28'09"E
19	96.02	S37°10'21"E
20	69.42	S41°04'16"E
21	108.31	S54°09'51"E
22	125.73	S51°50'13"E
23	201.03	S38°07'23"E

- Notes:
1. Refer to Record of Survey for Tax Lots 6246, 6247 & 6644 Located at the Blaine County Assessors Office for additional boundary information and ties.
 2. Possible building sites shown, location shall be confirmed prior to site design.

SCALE OF DRAWINGS
 These drawings or any portion thereof, shall not be used in any project or extension of this project except by agreement in writing with Colson Engineering, Inc.

Colson Engineering & Land Surveyors
 1111 1/2 N. 2nd St.
 Boise, Idaho 83722
 208-333-3333

AN ANNEXATION MAP SHOWING
TAX LOTS 6644 & 6246
 WITHIN SECTIONS 28 & 29, T.21N., R.10E., S.1M., IDAHO
 PREPARED FOR FRANK BRANCH



THE ROARK LAW FIRM^{LLP}

ATTORNEYS AND COUNSELORS AT LAW

409 NORTH MAIN STREET
HAILEY, IDAHO 83333

TEL: 208-788-2427 • FAX: 208-788-3918

R. Keith Roark
K. Ellen Baxter
Fritz X. Haemmerle
Jennifer L.K. Haemmerle
Douglas Nelson
James W. Phillips

TWIN FALLS OFFICE:
300 2nd Avenue East
P.O. Box 2956
Twin Falls, Idaho 83308-2956
Tel: 208-733-3945
Fax: 208-733-4477

April 9, 2001

Mr. and Mrs. Frank Bramon
401 Broadford Road
Bellevue, Idaho 83313


Dear Frank and Darlene:

After my conversation with Darlene last week, I contacted the City of Bellevue to see if a letter had been written from the City Council outlining its proposed terms for annexation of your property. Since that had not been done, this letter outlines what the Council had discussed at its meeting on March 22, 2001: Annexation would require payment of \$13,774.10 per lot and dedication of an eighty-foot access easement across the north end of the property to connect the City Park to the river. With regard to the remainder of the property to the west, the City Council felt that if you wish to give it to Blaine County that was fine, or if you wish to give it to the City of Bellevue that was fine.

While I understand from our telephone conversation that you are not in agreement with the proposed monetary contribution, I am enclosing a copy of the worksheet which Monty did showing how that sum was calculated. I would suggest if you wish to discuss this matter in detail, phone the City Clerk to be placed upon an upcoming City Council agenda.

Should you have any additional questions or comments, please feel free to give me a call.

Very truly yours,



James W. Phillips

JWP:jc
Enclosure

June 12, 2001

Bellevue City Council
Bellevue, Idaho

RE: Annexation

Dear Council Members,

Our property is currently located in both the city of Bellevue and Blaine County. We submitted an application to the Council to annex our property that currently borders Wood River and the City of Bellevue (approximately 7 acres). The property from the riverbank on the East to across the river to the West would be given to either the County or the Land Trust.

Since we bought the property in 1982, we donated one-half acre to public parking (fishermen parking) along Broadford Road; we installed 300 feet of main pipe fireline and fire hydrant on Broadford Road, which now belongs to the City of Bellevue and is available for others to use.

We are also proposing to donate to the City of Bellevue a one-acre parcel across the river for a possible park.

It is our understanding that you are asking us to give an 80-foot easement of riverfront along the north portion of our property. This property adjoins the City Park. Since this would take a building site away from us and since you currently have a walking path 175' away; we would like you to reconsider this recommendation.

You have also asked us for \$13,774 to be annexed for User Fees. Please understand that we are not a commercial entity as other annexations in the past have been and this is for one building site.

In summary, since we have donated both property and services that benefit the City of Bellevue and further offer to donate another acre of riverfront property across the river and this property offers the City additional (riverfront) property tax income. Please reconsider your present recommendations of an 80-foot riverfront easement and a User Fee of \$13,774, to be more equitable to an individual property owner. We would ask for the opportunity to negotiate with the Council so that we may all benefit from this annexation.

Sincerely,


Franklin & Darlene Bramon

EXHIBIT "A"

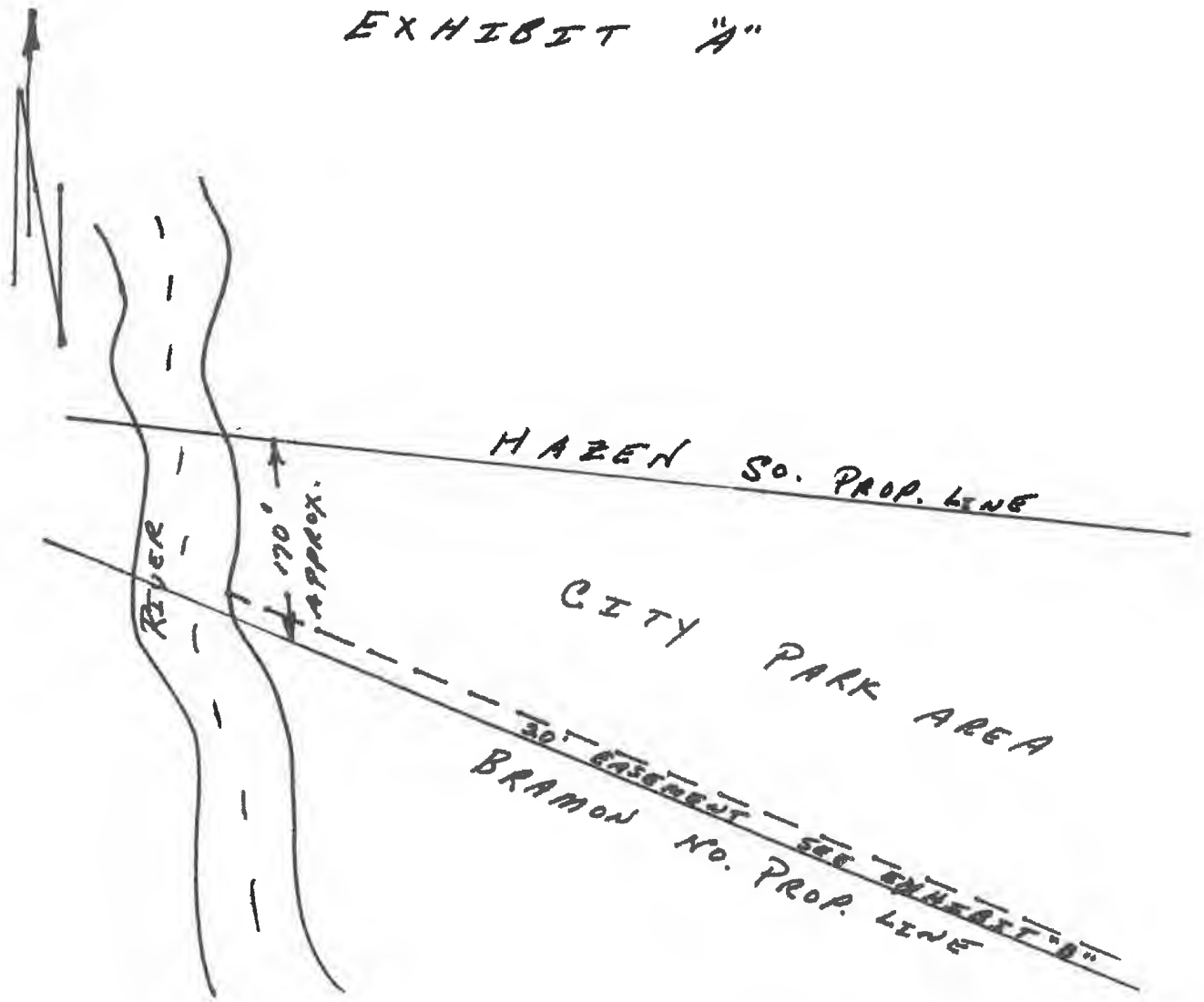
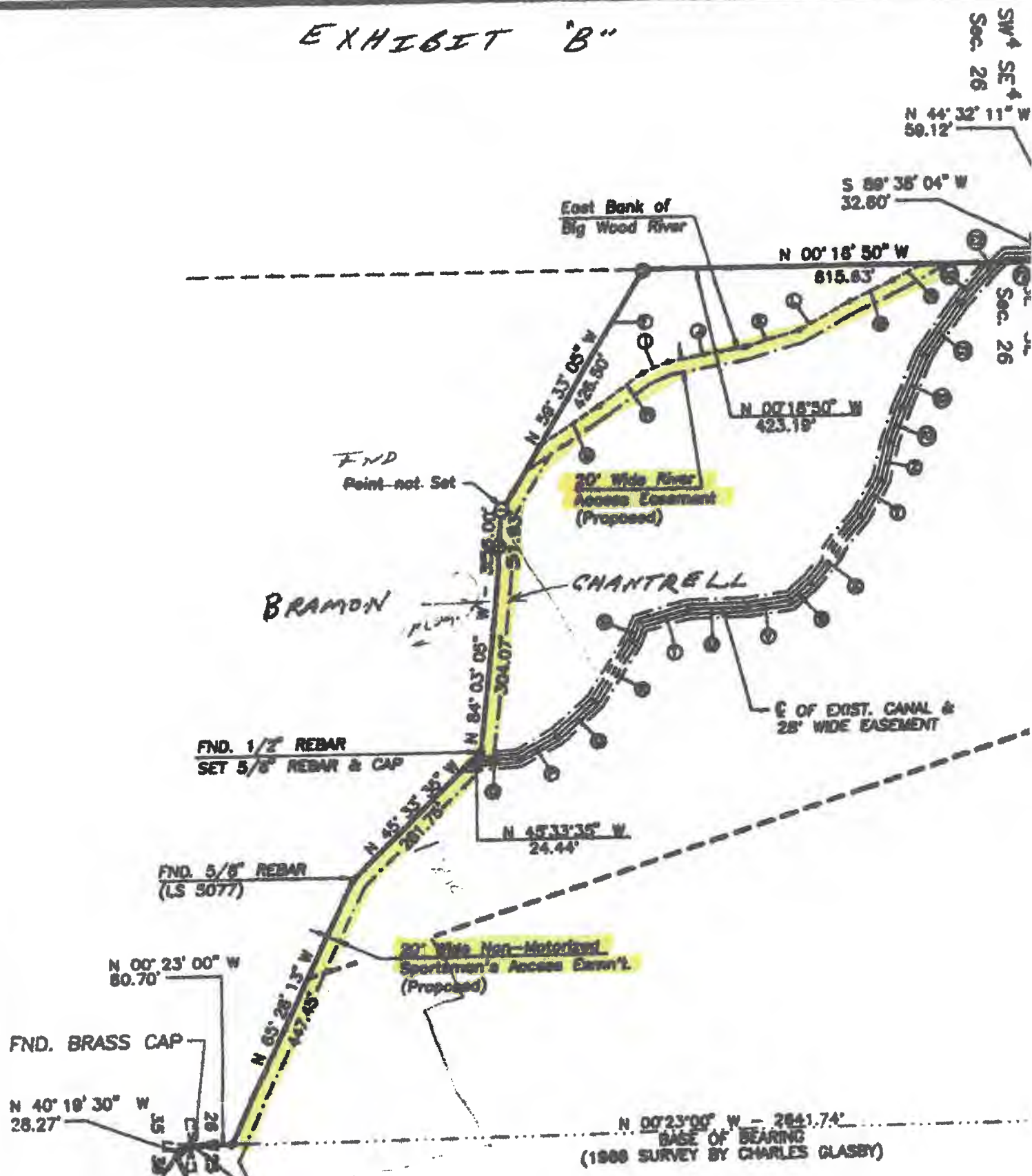


EXHIBIT "B"



Annexation Description
For
Frank and Darlene Bramon

A parcel of land located within Sections 26 and 35, Township 2 North, Range 18 East, Boise Meridian, Blaine County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the Southeast corner of said Section 26;

thence North $0^{\circ} 13' 12''$ West 50.00 feet along the East boundary of said Section 26 to a 1/2 inch rebar by L.S. 792;

thence North $64^{\circ} 01' 04''$ West 329.74 feet to a 1/2 inch rebar by L.S. 792 which point is on the westerly boundary of the City of Bellevue and is also the REAL POINT OF BEGINNING;

thence continuing North $64^{\circ} 01' 04''$ West 122.30 feet to a 5/8 inch rebar by Greg Skinner, L.S.;

thence North $45^{\circ} 23' 23''$ West 281.75 feet to a 1/2 inch rebar by Charles Glasby, P.E.;

thence North $83^{\circ} 53' 23''$ West 356.00 feet;

thence North $59^{\circ} 23' 30''$ West 132.62 feet to the mean high water of the Big Wood River;

thence the following sixteen courses and distances along said mean high water of the Big Wood River:

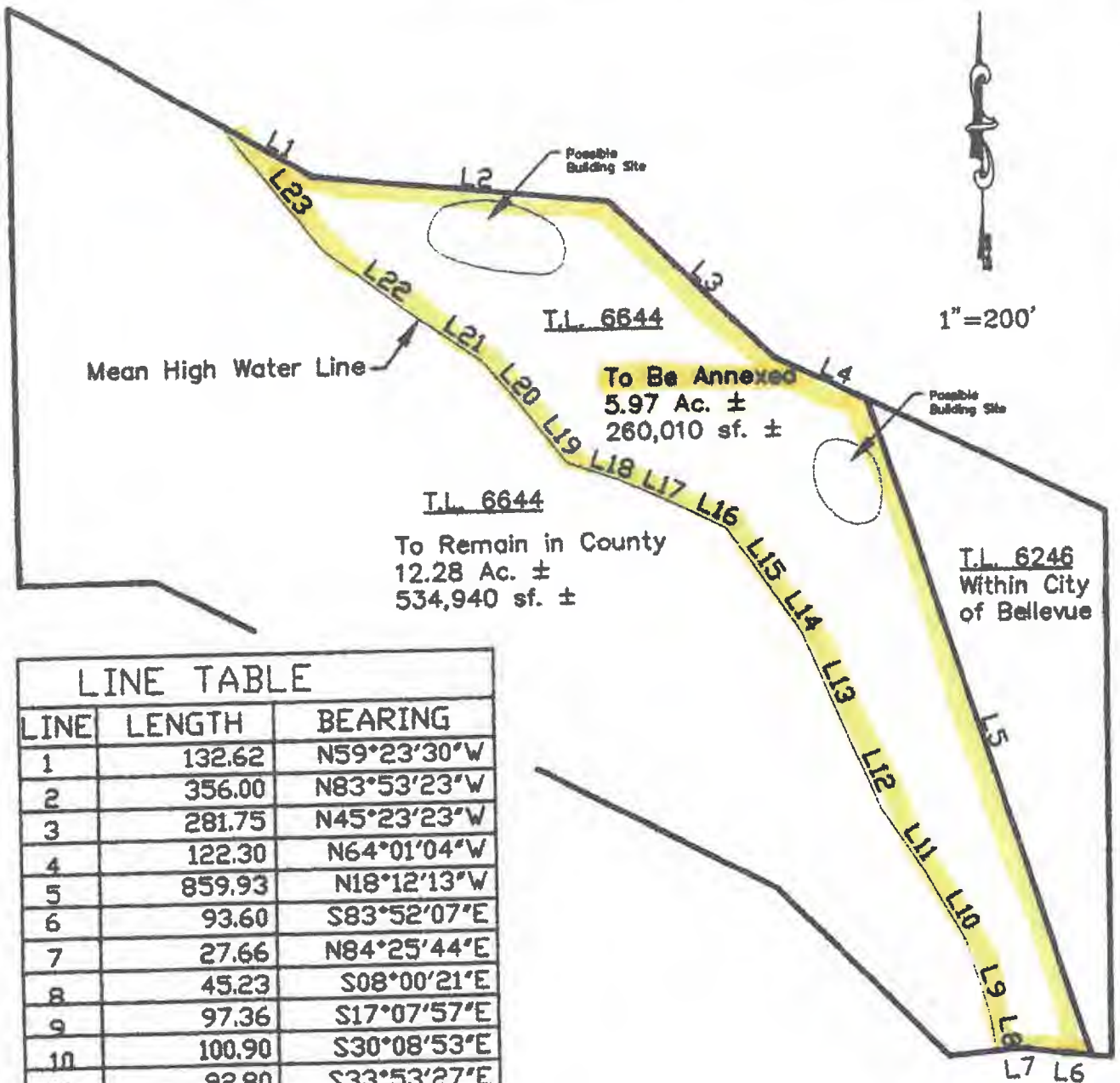
South $38^{\circ} 07' 23''$ East 201.03 feet;
South $51^{\circ} 50' 13''$ East 125.73 feet;
South $54^{\circ} 09' 51''$ East 108.31 feet
South $41^{\circ} 04' 16''$ East 69.42 feet;
South $37^{\circ} 10' 21''$ East 96.02 feet;
South $70^{\circ} 28' 09''$ East 63.44 feet;
South $65^{\circ} 27' 31''$ East 72.28 feet;
South $63^{\circ} 17' 36''$ East 76.49 feet;
South $34^{\circ} 51' 28''$ East 83.72 feet;
South $33^{\circ} 57' 11''$ East 73.22 feet;

South 22° 21' 37" East 117.28 feet;
South 22° 54' 49" East 122.39 feet;
South 33° 53' 27" East 92.80 feet;
South 30° 08' 53" East 100.90 feet;
South 17° 07' 57" East 97.36 feet;
South 8° 00' 21" East 45.23 feet;

thence North 84°25'44" East 27.66 feet along the North boundary of Broadford Road;

thence South 83°52'07" East 93.60 feet along said Broadford Road to the westerly boundary of said City of Bellevue;

thence North 18°12'13" West 859.93 feet along said westerly boundary of the City of Bellevue to the POINT OF BEGINNING, continuing 5.97 acres, more or less.



LINE TABLE		
LINE	LENGTH	BEARING
1	132.62	N59°23'30"W
2	356.00	N83°53'23"W
3	281.75	N45°23'23"W
4	122.30	N64°01'04"W
5	859.93	N18°12'13"W
6	93.60	S83°52'07"E
7	27.66	N84°25'44"E
8	45.23	S08°00'21"E
9	97.36	S17°07'57"E
10	100.90	S30°08'53"E
11	92.80	S33°53'27"E
12	122.39	S22°54'49"E
13	117.28	S22°21'37"E
14	73.22	S33°57'11"E
15	83.72	S34°51'28"E
16	76.49	S63°17'36"E
17	72.28	S65°27'31"E
18	63.44	S70°28'09"E
19	96.02	S37°10'21"E
20	69.42	S41°04'16"E
21	108.31	S54°09'51"E
22	125.73	S51°50'13"E
23	201.03	S38°07'23"E

Notes:
 1. Refer to Record of Survey for Tax Lots 6246, 6247 & 6644 Located at the Blaine County Assessors Office for additional boundary information and ties.

2. Possible building sites shown, location shall be confirmed prior to site design.

REMARKS OF ENGINEER
 These drawings are my best work and shall not be used for any other purpose or intended for any other use without my written consent.



THE ROARK LAW FIRM^{LLP}

ATTORNEYS AND COUNSELORS AT LAW

409 NORTH MAIN STREET

HAILEY, IDAHO 83333

TEL: 208-788-2427 • FAX: 208-788-3918

R. Keith Roark
K. Ellen Baxter
Fritz X. Haemmerle
Jennifer L.K. Haemmerle
Douglas Nelson
James W. Phillips

TWIN FALLS OFFICE:
300 2nd Avenue East
P.O. Box 2956
Twin Falls, Idaho 83308-2956
Tel: 208-733-3945
Fax: 208-733-4477

April 9, 2001

Mr. and Mrs. Frank Bramon
401 Broadford Road
Bellevue, Idaho 83313

Dear Frank and Darlene:

After my conversation with Darlene last week, I contacted the City of Bellevue to see if a letter had been written from the City Council outlining its proposed terms for annexation of your property. Since that had not been done, this letter outlines what the Council had discussed at its meeting on March 22, 2001: Annexation would require payment of \$13,774.10 per lot and dedication of an eighty-foot access easement across the north end of the property to connect the City Park to the river. With regard to the remainder of the property to the west, the City Council felt that if you wish to give it to Blaine County that was fine, or if you wish to give it to the City of Bellevue that was fine.

While I understand from our telephone conversation that you are not in agreement with the proposed monetary contribution, I am enclosing a copy of the worksheet which Monty did showing how that sum was calculated. I would suggest if you wish to discuss this matter in detail, phone the City Clerk to be placed upon an upcoming City Council agenda.

Should you have any additional questions or comments, please feel free to give me a call.

Very truly yours,



James W. Phillips

JWP:jc
Enclosure

June 12, 2001

Bellevue City Council
Bellevue, Idaho

RE: Annexation

Dear Council Members,

Our property is currently located in both the city of Bellevue and Blaine County. We submitted an application to the Council to annex our property that currently borders Wood River and the City of Bellevue (approximately 7 acres). The property from the riverbank on the East to across the river to the West would be given to either the County or the Land Trust.

Since we bought the property in 1982, we donated one-half acre to public parking (fishermen parking) along Broadford Road; we installed 300 feet of main pipe fireline and fire hydrant on Broadford Road, which now belongs to the City of Bellevue and is available for others to use.

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In summary, since we have donated both property and services that benefit the City of Bellevue and further offer to donate another acre of riverfront property across the river and this property offers the City additional (riverfront) property tax income. Please reconsider your present recommendations of an 80-foot riverfront easement and a User Fee of \$13,774, to be more equitable to an individual property owner. We would ask for the opportunity to negotiate with the Council so that we may all benefit from this annexation.

Sincerely,


Franklin & Darlene Bramon

EXHIBIT "A"

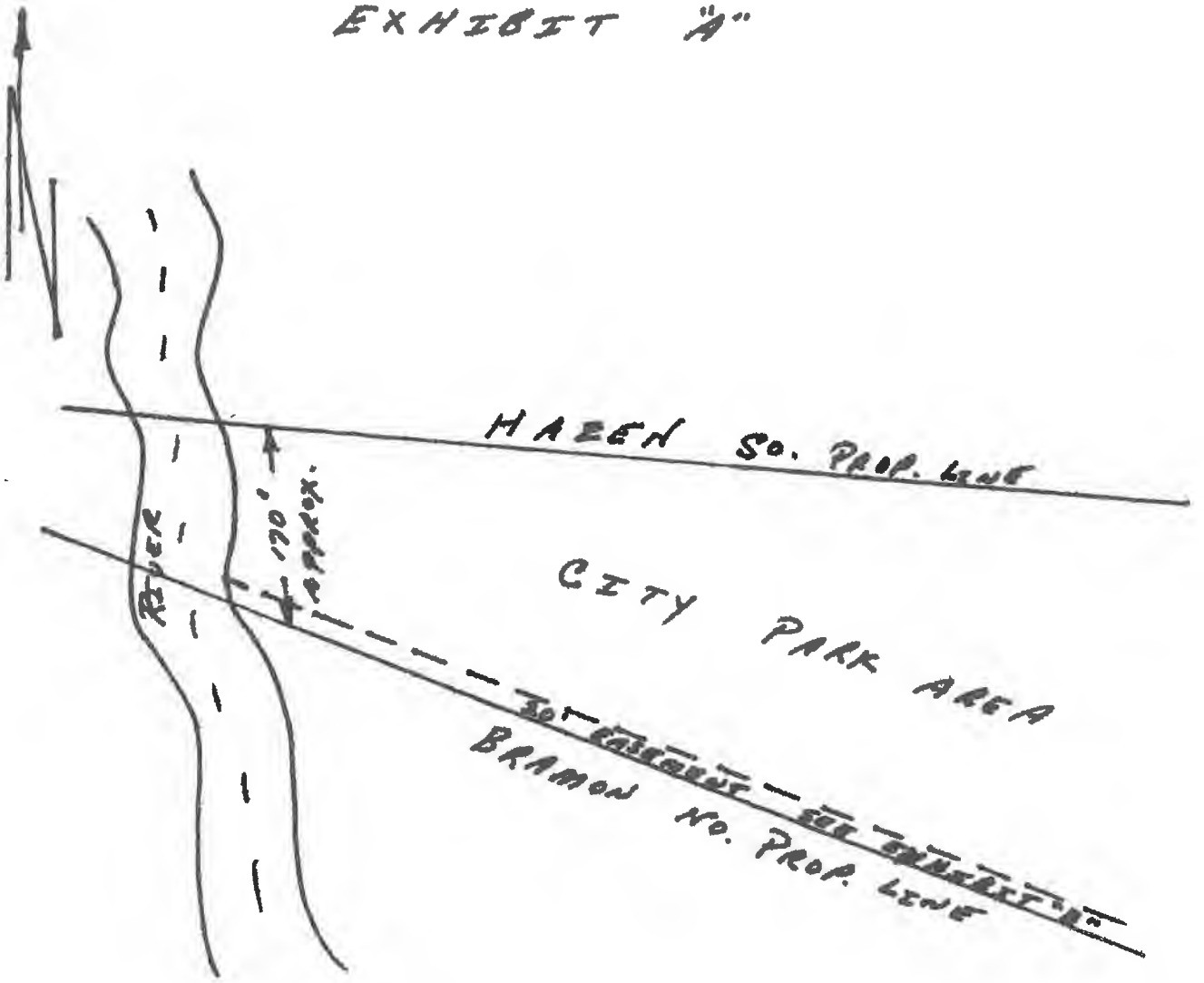
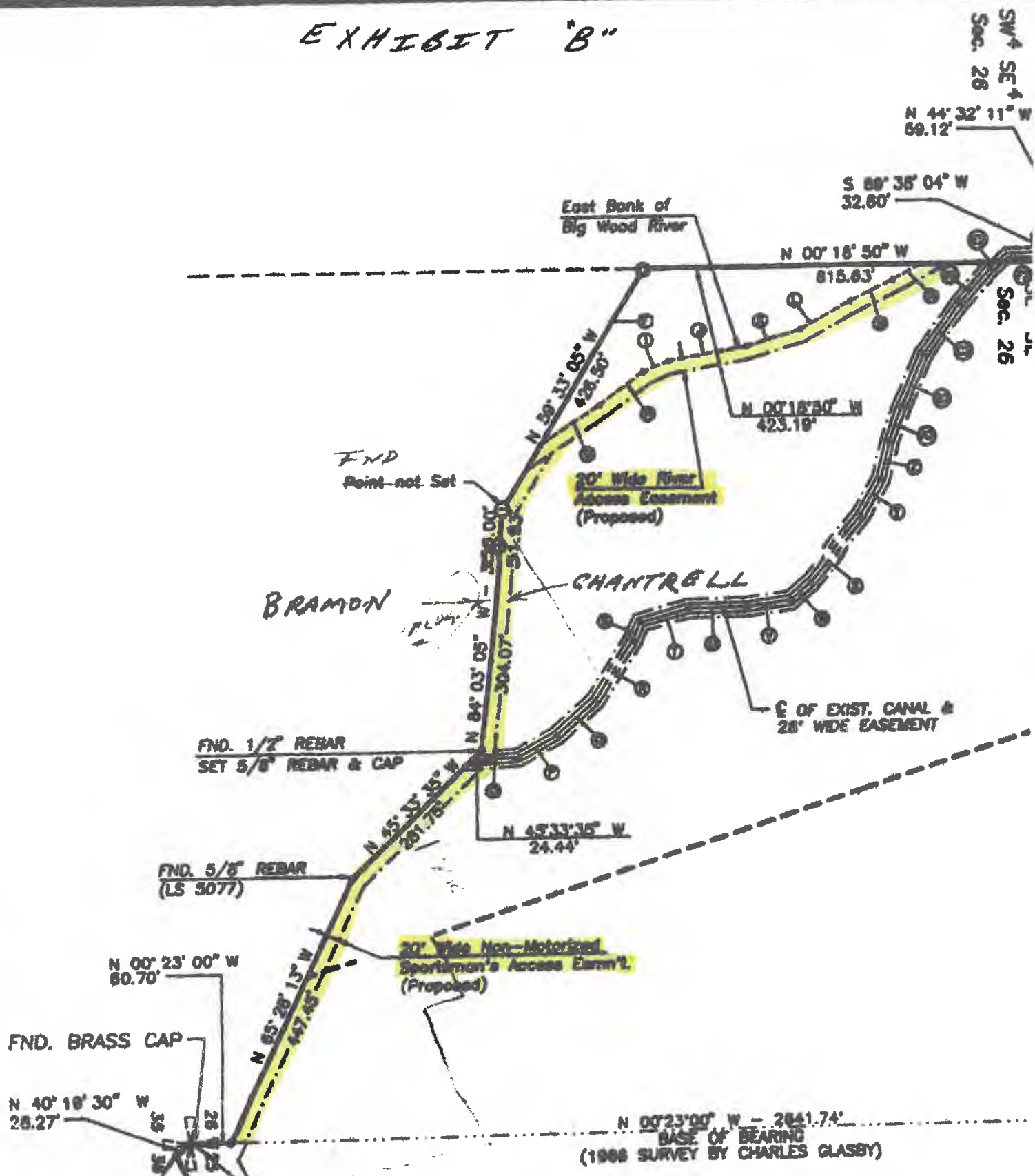


EXHIBIT 'B'



BRAMON ANNEXATION, SERVICES AND DEVELOPMENT AGREEMENT

THIS ANNEXATION, SERVICES AND DEVELOPMENT AGREEMENT, entered into this 9 day of June, 2004, by and between the CITY OF BELLEVUE, IDAHO, a chartered municipal corporation (hereinafter "Bellevue" or "City"), and FRANK BRAMON AND DARLENE BRAMON, husband and wife, (hereinafter jointly and severally referred to a "Bramons"). The Bramons are hereinafter also jointly referred to as "Owners". Bellevue and the Bramons are jointly referred to herein as "the parties".

RECITALS:

This Bramon Annexation, Services and Development Agreement ("Agreement") is predicated upon the following facts:

WHEREAS, Bramons own in fee simple title, free and clear of liens and encumbrances, a tract of land adjacent and contiguous to the westerly municipal boundary of Bellevue, more particularly described in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, the Owners desire, because it is very beneficial to them, to have the Property annexed into Bellevue and in furtherance thereof, the Owners have filed with Bellevue a Request for Annexation of the Property and for General Residential zoning of the Property upon annexation.

WHEREAS, the Bellevue is a chartered municipality having among its powers the power to contract, annex, zone, and approve subdivisions and other development proposals.

WHEREAS, annexation and development of the Property will create substantial burdens for additional public utilities,

Instrument # 504956

HAILEY, BLAINE, IDAHO

2004-06-11

11:59:00 No. of Pages: 18

Recorded for : CITY OF BELLEVUE

MARSHA RIEMANN

Fee: 54.00

Ex-Officio Recorder Deputy

index to AGREEMENT CORRECTION

7/1/04

facilities and services which are particularly attributable to the annexation of the Property, including, but not limited to, on-site and off-site water, sewer, fire protection, streets, parks and general service impacts.

WHEREAS, Bellevue and Owners enter this Agreement for the purpose of establishing certain rights and obligations of the parties with regard to the annexation and development of the Property, including, but not limited to, the nature, extent, and development of the Property, construction of improvements (public and private, on-site and off-site), and minimizing the adverse impacts of the annexation and development upon the city to protect and promote the general health, safety and welfare of the citizens of Bellevue and future occupants of the Property.

WHEREAS, it is in the best interests of Bellevue and Owners that the Property be annexed into the city of Bellevue and developed in accordance with this Agreement and the ordinances, regulations and rules of Bellevue.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein for the annexation of the Property, Bellevue and the Bramons hereby covenant and agree as follows:

1. DEFINITIONS AND GENERAL RESTRICTIONS. Throughout this Agreement, the following terms are defined as follows:

1.1 The Property. This shall mean the real property described in Exhibit A, attached hereto and made a part hereof by reference.

1.2 Development Plan and Restrictions. (A).

Development Plan shall mean the proposed subdivision plat which is the plan for development of the Property and for Parcel B shown thereon (which Parcel is not to be annexed into Bellevue, but will be adjacent to said city). A copy of said Development Plan and proposed subdivision plat is attached hereto as Exhibit B and incorporated herein by reference.

(B). Each of the Lots and Parcel B shown on Exhibit B shall not be further subdivided.

(C). Parcel B shown on Exhibit B shall not be developed and no structure shall be built thereon. Parcel B shall be dedicated by the Owners to open space and public access in perpetuity. The Owners may dedicate or convey same to Bellevue, if Bellevue is willing to accept the dedication, and if not, then dedicated to Blaine County, Idaho, or to a non-profit entity for public access and the preservation of open space.

(D). The Owners agree to place on the final subdivision plat of the Property notes as required by Bellevue and comply with such conditions as required by Bellevue.

1.3 Subdivision Ordinance. This shall mean Bellevue Subdivision Ordinance Number 91-01, and all amendments thereto, and all subsequently adopted subdivision ordinance(s).

1.4 Zoning Ordinance. This shall mean Bellevue Zoning Ordinance Number 86-03, and all amendments thereto, and all subsequently adopted zoning ordinance(s).

1.5 Comprehensive Plan. This shall mean the Bellevue

Comprehensive Plan and all amendments thereto, and all subsequently adopted comprehensive plan(s).

1.6 Bellevue, This shall mean the city of Bellevue, Idaho, a charter city, acting by and through its elected Mayor and Common Council.

2. DEVELOPMENT PLAN AND SUBDIVISION PLAT APPROVAL. Prior to the issuance of a building permit for any structure and prior to any subdivision of the Property, the Owners shall submit and obtain the final approval by Bellevue of and record the final subdivision plat of the Property in accordance with the Exhibit B (the Development Plan) and this Agreement. The Development Plan shall meet the requirements of the ordinances of Bellevue and this Agreement. The Owners shall obtain final subdivision plat approval of the Development Plan and record same within ninety (90) days of the date of this Agreement.

3. CONSTRUCTION OF IMPROVEMENTS. The Owners shall engineer, construct, and otherwise provide, at their sole expense, the following utilities, improvements, and facilities in accordance with the Development Plan and this Agreement. All utilities, including but not limited to, water, sewer, gas, electric, telephone and cable shall be installed underground in accordance with the Development Plan and ordinances, regulations, rules and standards of Bellevue. By this Agreement, the City is not agreeing to accept or maintain any of such utilities, improvements or facilities.

3.1 Driveways. The Owners shall construct, at their

sole expense, all driveways, streets, and public easement improvements as a required subdivision improvement.

3.2 Water System Improvements. The Owners shall engineer and construct, at their sole expense, all lines, equipment, pumps and related improvements necessary to provide the required water flows for domestic and fire flow purposes to each building envelope shown on the Development Plan. As part of the required subdivision improvements the Owner shall install water meters as approved by Bellevue. Bellevue shall grant to the Owners an easement for the construction and maintenance of a private water service line as shown on Exhibit C.

3.4 Sewer System Improvements. The Bellevue sewerage system shall be extended by the Owners, at their expense, to each building envelope shown on the Development Plan, including, without limitation all pipelines, equipment, pumping facilities, manholes, and service stubs and other necessary improvements. Bellevue shall grant to the Owners an easement for the construction and maintenance of a private sewer line as shown on Exhibit C.

3.5 Dedication of Water and Sewer Improvements. While it is not anticipated at this time that the Owners will dedicate any of the water and sewer improvements to Bellevue, until approval of the final subdivision plat of the Property Bellevue retains the right to require such dedication.

SECTION 4. ANNEXATION FEE. Prior to the effective date of the ordinance annexing the Property, the Bramons shall pay Bellevue the sum of \$ 25,000.00 as an annexation fee and, in addition

thereto, reimburse the City for all its costs (engineering, legal, publication, recording, etc.) incurred by Bellevue with regard to the annexation, zoning and subdivision of the Property and this Agreement. The Owners and Bellevue each hereby acknowledge and agree that said fee is a fair and equitable amount voluntarily agreed to by the parties to (a) mitigate the impacts that are specifically attributable to the annexation of the Property and the service demands and adverse impacts which are a direct result of the annexation of the Property; (b) to compensate Bellevue and its residents for the costs of the existing city infrastructure, equipment and similar items which will benefit the Property; and, (c) for the benefits to the Property and to the Owners from annexation of the Property by Bellevue. This fee is based on contract as part of the consideration for the annexation of the property into Bellevue. The sums paid hereunder are in addition to any other fees, charges, assessments and other payments which may be associated with the development or use of the Property or the provision of services with regard thereto.

5. MUNICIPAL EASEMENT AND PARK LAND. As part of the final subdivision plat, the Bramons shall dedicate to Bellevue the public access easement along the Big Wood River shown on the Development Plan (Exhibit B), which easement shall move with the bank of the Big Wood River. The language of said dedication shall be approved by Bellevue. At the time of final subdivision plat approval of the Development Plan, the Owners shall dedicate free of liens and encumbrance deed Parcel A shown on the Development Plan.

6. AGREEMENT PART OF THE OWNERS' REQUEST FOR ANNEXATION.

This Agreement is intended by the Owners to be considered by Bellevue as part of the Owners' Request for Annexation. The Owners acknowledge and intend Bellevue to consider and rely upon this Agreement in its review and consideration of said annexation request and related applications for zoning and development of the Property.

7. AGREEMENT SUBJECT TO ANNEXATION AND ZONING.

This Agreement shall become effective upon and is subject to annexation of the Property into Bellevue. By entering this Agreement, Bellevue does not hereby contract to annex the Property.

8. CONSENT TO ANNEXATION AND DE-ANNEXATION.

The Owners hereby irrevocably consent to the annexation of the Property described in Exhibit A into Bellevue. Furthermore, the Owners hereby irrevocably consent to the de-annexation of the Property from Bellevue, Idaho, in the event the Owners fail, neglect or refuse to fulfill any of the obligations required by them under this Agreement or they are otherwise default under this Agreement.

9. IMPACT MITIGATION AND COVENANT NOT TO SUE.

The Owners hereby agree to pay all fees, make all dedications, and construct all improvements as provided for in this Agreement, based upon contract, in order to help mitigate the adverse impact of annexation of the Property. The Owners covenant not to sue with regard to and waive any right to rescind the payment of said fees or dedication of any easement or the Owner's obligation to construct said improvements or to bring any legal action to

challenge same or have same declared unenforceable. Furthermore, the Owners and Bellevue each hereby acknowledge and agree that said fees are each a fair and equitable amount voluntarily agreed upon by each as set forth in this Agreement.

10. NO WAIVER OF ORDINANCES. This Agreement shall not modify or waive or determine compliance with any law, ordinance, regulation, rule or standard of Bellevue, now existing or hereinafter adopted, affecting subdivision, development, construction or any other matter relating to the Property or its use or development. Nothing contained in this Agreement, shall limit the police powers of Bellevue or its discretion in review of applications regarding development of the Property or any portion thereof.

11. AMENDMENT OF AGREEMENT. This Agreement shall be amended or canceled, in whole or in part, only by the mutual consent of the parties, executed in writing.

12. SUPERSEDING PRIOR AGREEMENTS. This Agreement supersedes and extinguishes all prior agreements, if any, between the parties with regard to the Property, its annexation, use and/or development.

13. DEFAULT AND ENFORCEMENT. In the event of a breach or default of this Agreement, in addition to all remedies at law and equity, this Agreement is enforceable by specific performance by either party, and, in addition, Bellevue may de-annex the Property pursuant to Paragraphs 8 and 9, hereinabove. The following shall constitute a default by the Owners under this Agreement: if the

Owners shall fail to perform or permit violation of any covenant, condition, promise, obligation, term, duty or provision contained in this Agreement, the Development Plan or any subdivision approval with regard to the property.

Upon Bellevue mailing a written Notice of Default to the Owners by certified mail, return receipt requested, the Owners shall have thirty (30) days from the date said notice is mailed to cure such default. If such default is not cured within said thirty (30) day period, Bellevue may declare this Agreement void ab initio and de-annex the Property or, at Bellevue's sole election, it shall have all rights available to it, in law or equity, to enforce the provisions of this Agreement. All remedies shall be cumulative, and the exercise of one right shall not be deemed to be a waiver of any other rights Bellevue may have.

14. ATTORNEY FEES AND COSTS. If legal action is brought by Bellevue against the Owners because of breach of this Agreement or to enforce a provision of this Agreement and Bellevue is the prevailing party in such litigation, Bellevue shall be awarded judgment against the Owners for its reasonable attorney fees and costs incurred in such action.

15. NOTICES. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to Bellevue shall be addressed as follows:

City of Bellevue
P.O. Box 449
Bellevue, Idaho 83313

Notices required to be given to the Owners shall be addressed as follows:

Frank and Darlene Bramon
410 Broadford Road
Bellevue, Idaho 83313

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address. Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of receipt, if delivered by registered or certified mail, postage prepaid and return receipt requested, or (iii) on the date of a signed receipt, if sent by an over night delivery service, or (iv) the date of receipt of a faxed copy thereof.

16. RELATIONSHIP OF PARTIES. It is understood that the contractual relationship between Bellevue and the Owners is such that the Owners are entirely independent of and are not the agent, partner, or joint venturer of Bellevue. This Agreement and each portion thereof shall be for the sole benefit of the Parties and/or their respective successors and assigns, and shall not be for the benefit of or create any rights in favor of any third party.

17. RULES OF CONSTRUCTION AND MISCELLANEOUS TERMS. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive. The captions to 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 such paragraphs.

18. PREPARATION OF AGREEMENT AND REPRESENTATION BY COUNSEL. The parties acknowledge that James W. Phillips is the Bellevue city attorney and has represented solely Bellevue in the negotiation and drafting of this Agreement. The Owners acknowledge that James W. Phillips has not given them, or any of them, any legal advise, nor has he or any official, employee or agent of Bellevue made any promise, representation or warranty to them or either of them. The Owners acknowledge that they, jointly and severally, have the right and ability to seek their own legal counsel and have done so to the extent that each deems advisable. No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and preparation of this Agreement.

19. BINDING EFFECT AND COVENANTS RUNNING WITH THE LAND. This Agreement shall inure to the benefit of and be binding upon Bellevue and the Owners, their respective heirs, successors, assigns, personal representatives, administrators, and trustees. This Agreement shall be a covenant running with the Property, and all portions thereof, described in attached Exhibit A and in attached Exhibit B. The words "successors and assigns" as used in this Agreement shall include, but not be limited to, all successors, assigns, and holders of a security interest in the Property or any portion thereof or interest therein.

20. SURVIVAL AND NON-MERGER CLAUSE. The terms, conditions and obligations of this Agreement shall survive the execution, delivery and recording of each plat, deed, easement or

other document described in, required by or executed in furtherance of this Agreement.

21. NO WAIVER. Any forbearance of any kind that may be granted or allowed by Bellevue to the other under this Agreement shall not in any manner be deemed or construed or considered as waiving or surrendering any provision of this Agreement or any subsequent thereof.

22. RECORDATION. This Agreement together with the Exhibits and documents referred to herein may be recorded in the Office of the Blaine County Recorder, Hailey, Idaho by Bellevue and the Owners shall pay Bellevue the costs of recordation.

23. PARTIAL INVALIDITY. In the event any portion of this Agreement or part thereof shall be determined by any Court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, except if any portion of Section 3, 4, 5, 9, and/or 13 of this Agreement are declared invalid, void or unenforceable for any reason, then this Agreement may be declared void by Bellevue and no building or development of the Property shall occur until the Property is de-annexed from Bellevue as provided by Section 8,9 and 13, herein above.

24. COMPLETE AGREEMENT. This Agreement constitutes the full and complete Agreement of and between the parties hereto. No representations or warranties made by either party or its officers, employees or agents shall be binding unless contained in this

Agreement or subsequent written amendments thereto.

25. EXHIBITS. Attached to this Agreement and made a part of this Agreement by reference are the following Exhibits:

A - Property Description

B - Development Plan

C - Water and Sewer Line Easement Description

26. CAPTIONS. The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

27. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement shall be deemed to have been fully executed and delivered within the state of Idaho. This Agreement shall be construed and enforced in all respects in accordance with the laws of the State of Idaho, without reference to its provisions with regard to conflicts of law. The state and federal courts of Idaho shall have exclusive jurisdiction with regard to any dispute, controversy, action or proceeding arising out of or with regard to this Agreement, and the venue for any litigation and all other proceedings shall be locate in Blaine County, Idaho, and each of the parties hereto hereby irrevocably consents to said jurisdiction and venue.

28. COUNTERPARTS AND FACSIMILES. This Agreement may be executed in counterparts and all counterparts so executed shall constitute one Agreement binding on all the parties. This Agreement may be executed by facsimile signature and any such


signature shall be deemed an original signature. Facsimile copies of this Agreement, or any page thereof, shall be considered originals.

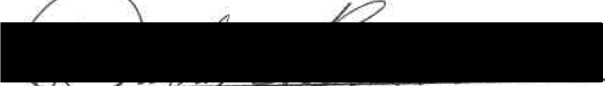
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in accordance with the laws of the State of Idaho, the date and year first written above.

City of Bellevue, Idaho

By  6/9/02
John Barton, Mayor

Owners,

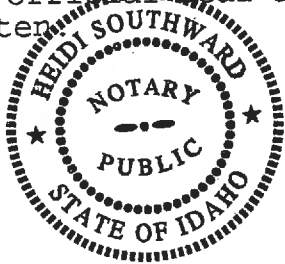

Frank Bramon


Darlene Bramon

STATE OF IDAHO,)
) ss.
County of Blaine)

On this 5 day of May, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared FRANK BRAMON, known to me to be the person whose name is subscribed to 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.

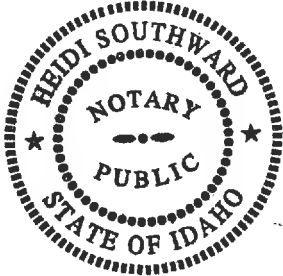


Heidi Southward
NOTARY PUBLIC FOR IDAHO
Residing at: Hailey
Commission expires: 12-8-2004

STATE OF IDAHO,)
) ss.
County of Blaine)

On this 5 day of May, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DARLENE BRAMON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she 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.



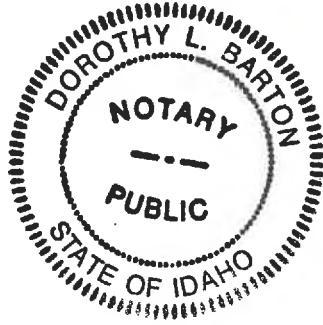
Heidi Southward
NOTARY PUBLIC FOR IDAHO
Residing at: Hailey
Commission expires: 12-8-2004

STATE OF IDAHO,)
) ss.
County of Blaine)

On this 9 day of June, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN BARTON, Mayor of the City of Bellevue,

Idaho, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

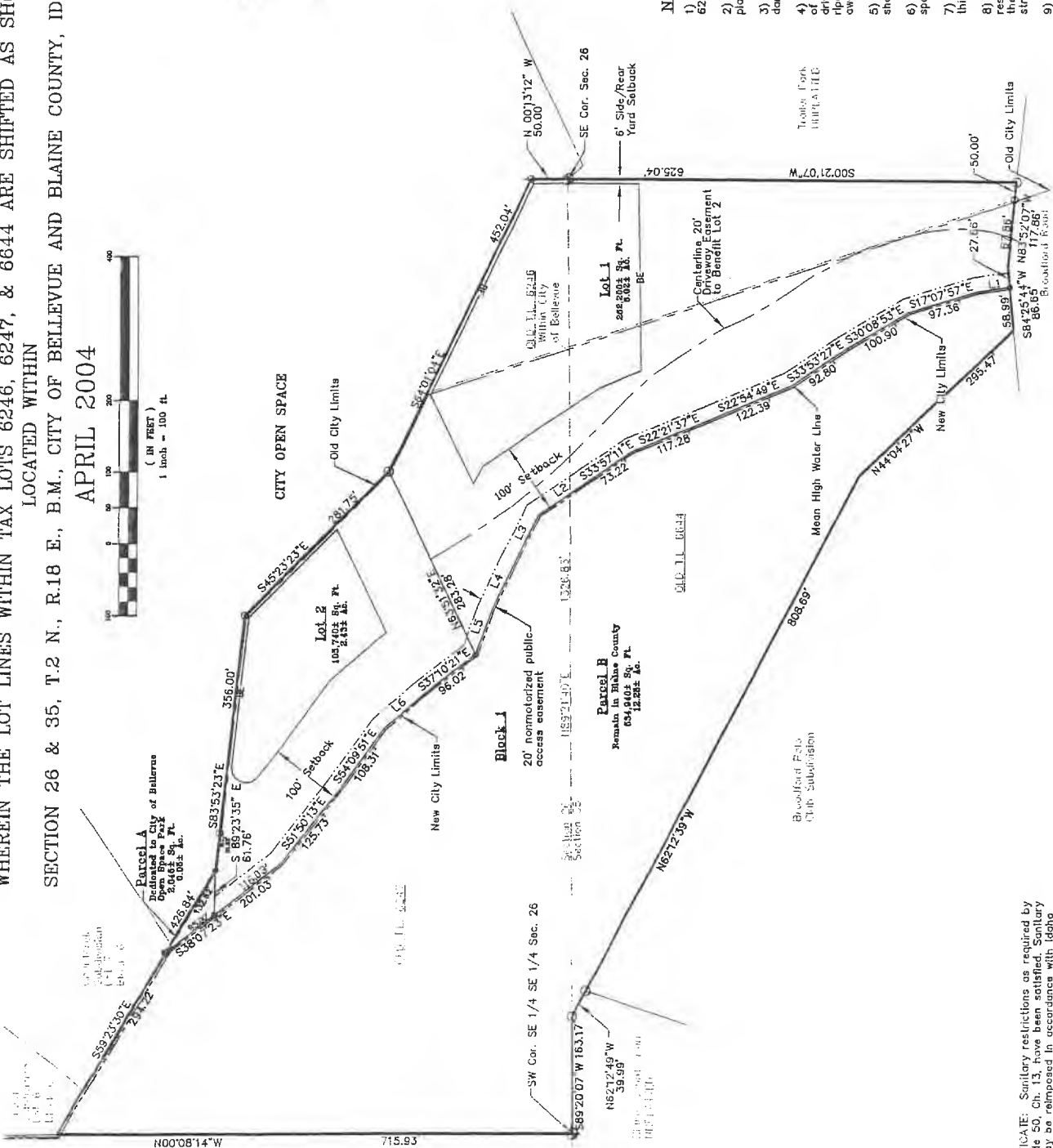
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Dorothy L. Barton
NOTARY PUBLIC FOR IDAHO
Residing at: Buhlfield, ID
Commission expires: 01-09-2008

A LOT LINE SHIFT PLAT SHOWING BRAMON SUBDIVISION

WHEREIN THE LOT LINES WITHIN TAX LOTS 6246, 6247, & 6644 ARE SHIFTED AS SHOWN
LOCATED WITHIN
SECTION 26 & 35, T.2 N., R.18 E., B.M., CITY OF BELLEVUE AND BLAINE COUNTY, IDAHO
APRIL 2004



LEGEND

—	Property Line
---	Proposed Property Line
---	Proposed Lot Line
---	Old City Limits Line
---	New City Limits Line
---	Adjoiner's Lot Line
---	20' Public Access Easement
---	BE = Proposed Building En
○	Found Brass Cap
○	Found 5/8" Rebar
○	Found 1/2" Rebar
○	Sat 5/8" Rebar
○	Sat 1/2" Rebar

LINE TABLE

LINE	LENGTH	BEARING
1	452.04	S06°00'21"E
2	83.72	S34°51'28"E
3	76.49	S63°17'36"E
4	72.28	S65°27'31"E
5	63.44	S70°28'09"E
6	69.42	S41°04'16"E

- NOTES**
- 1) Reference is made to A RECORD OF SURVEY OF TAX LOT 6247, & 6644, dated September 1996.
 - 2) Bramon Subdivision, lies entirely within the 100-year FEM plain per the March 17, 1997 FEMA FIRM Panels 0657 & 06C.
 - 3) The City of Bellevue shall not be held responsible for on damage and shall not be responsible for maintenance of the
 - 4) The amount of riparian area to be disturbed for construction on these lots shall be limited to one-half acre. Driveways shall not be located within the riparian area. A riparian disturbance area. The driveways shall not add to a away from this restriction.
 - 5) All structures shall be located within the building envelope shown on this plat.
 - 6) Parcel A shall be dedicated to the City of Bellevue for space uses.
 - 7) Parcel B shall remain as open space for lots 1 and 2 on this plat.
 - 8) The owners of the lots shown on this plat shall be solely responsible for maintaining the sewer and water utility service in the City of Bellevue main pipelines to the houses or other structures developed on the lots.
 - 9) No further subdivision of the lots shown on this plat are allowed.

BRAMON SUBDIVISION
GALENA ENGINEERING, INC.
3500 10th Ave N
SHEET 1 OF 2
Job No. 1578-02

RICHARD D. FOSBURY, L.S. 3621

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions are in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

South Central District Health Dept., EHS

Date

EXHIBIT "B"

SEWER AND WATER SERVICE
EASEMENT
From the City of Bellevue
April 15, 2004

A parcel of land 10 feet in width lying within the City of Bellevue, Chantrelle open space parcel located within Section 26, Township 2 North, Range 18 East, Boise Meridian, City of Bellevue, Blaine County, Idaho and being more particularly described as follows:

Commencing at a brass cap marking the southeast corner of said Section 26, thence North 23°09'15" West, 559.76 feet to a point on the easterly boundary of Lot 10, Block 3, Chantrelle II Subdivision Phase 3, said point being the southeasterly corner of Amber Street right-of-way, said point being the REAL POINT OF BEGINNING;

thence South 18°29'32" East, 84.73 feet along the easterly boundary of said Lot 10;

thence South 71°30'28" West, 175.00 feet along the southerly boundary of said Lot 10;

thence continuing South 71°30'28" West, 141.90 feet to a point on the easterly boundary of Lot 2, Bramon Subdivision;

thence South 45°23'23" East, 11.21 feet along the easterly boundary of said Lot 2, Bramon Subdivision;

thence North 71°30'28" East, 321.84 feet;

thence North 18°29'32" West, 94.67 feet to a point on the southerly right-of-way of said Amber Street;

thence South 71°49'11" West, 10.00 feet along the southerly right-of-way of said Amber Street to the REAL POINT OF BEGINNING.

MDC:cdw



EXHIBIT "C"

P/SDSKPROJ/1576.02

CITY OF BELLEVUE
BLCORE

BLAINE COUNTY RECORDER

6/11/2004 14277

<u>Invoice No.</u>	<u>Date</u>	<u>Account #</u>	<u>Gross</u>	<u>Discount</u>	<u>Net Amount</u>
06/11/2004 BRAMON	6/11/2004	BRAMON ANNEX.	54.00	0.00	54.00

4.00

OFFICIAL RECEIPT
BLAINE COUNTY • HAILEY, IDAHO

No. 4085

_____ 6-11, 2004

Received of City of Bellevue

_____ Dollars (\$ 54.00)

For Recording

_____ MARSHA RIEMANN

HOW PAID		
Cash		
Check	54	—
Money Order		

Auditor, Recorder, Clerk

By M. Shultz
Deputy

14277

Annexation Description
For
Frank and Darlene Bramon
April 26, 2004

A parcel of land located within Sections 26 and 35, Township 2 North, Range 18 East, Boise Meridian, Blaine County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the Southeast corner of said Section 26;

thence North 0° 13' 12" West, 50.00 feet along the East boundary of said Section 26 to a 1/2 inch rebar by L.S. 792;

thence North 64°01'04" West, 122.34 feet to a 1/2 inch rebar by L.S. 792 which point is on the westerly boundary of the City of Bellevue and is also the REAL POINT OF BEGINNING;

thence continuing North 64°01'04" West, 122.30 feet to a 5/8 inch rebar by Greg Skinner, L.S.;

thence North 45°23'23" West, 281.75 feet to a 1/2 inch rebar by Charles Glasby, P.E.;

thence North 83°53'23" West, 356.00 feet;

thence North 59°23'30" West, 132.62 feet to the mean high water of the Big Wood River;

thence the following sixteen courses and distances along said mean high water of the Big Wood River:

- South 38° 07' 23" East, 201.03 feet;
- South 51° 50' 13" East, 125.73 feet;
- South 54° 09' 51" East, 108.31 feet;
- South 41° 04' 16" East, 69.42 feet;
- South 37° 10' 21" East, 96.02 feet;
- South 70° 28' 09" East, 63.44 feet;
- South 65° 27' 31" East, 72.28 feet;
- South 63° 17' 36" East, 76.49 feet;
- South 34° 51' 28" East, 83.72 feet;
- South 33° 57' 11" East, 73.22 feet;
- South 22° 21' 37" East, 117.28 feet;
- South 22° 54' 49" East, 122.39 feet;
- South 33° 53' 27" East, 92.80 feet;
- South 30° 08' 53" East, 100.90 feet;
- South 17° 07' 57" East, 97.36 feet;
- South 8° 00' 21" East, 45.23 feet;



thence North 84°25'44" East, 27.66 feet along the North boundary of Broadford Road;

thence South 83°52'07" East, 93.60 feet along said Broadford Road to the westerly boundary of said City of Bellevue;

thence North 18°12'13" West, 859.93 feet along said westerly boundary of the City of Bellevue to the POINT OF BEGINNING, continuing 5.97 acres, more or less.

MDC:cdw

P.O.Box 449 Bellevue, Id. 83313
Ph. # 788-2128 Fax. # 788-2092

City of Bellevue

Fax

To: STEVEN YARLESLEY **From:** JACK
Fax: 208-385-0819 **Pages:** 2 WITH COVS
Ph # _____ **Date:** 6-8-04
Re _____
: _____

FRANKLIN L. BRAMON
DARLENE BRAMON
P O BOX 4029 208-788-4350
HAILEY, ID 83333

COPY

May 5 2004

4363

92-372/1231 3610

Pay to the Order of City of Bellevue \$ 25,000⁰⁰
Twenty Five thousand & 00/100 Dollars

usbank.
Five Star Service Guaranteed

www.usbank.com

PRIVATE CLIENT GROUP

For annual fee

deposited 6/10/04

MOTION TO ADOPT ORDINANCE 2004-05

That Common Council adopt Bellevue Ordinance 2000-05 subject to confirmation of title report and legal description and final subdivision plat compliance by City Attorney, City Engineer and the Planning and Zoning Administrator, and execution of the Bramon Annexation, Services and Development Agreement.

MOTION TO APPROVE THE PRELIMINARY PLAT OF THE BRAMON SUBDIVISION:

That Common Council approves the preliminary plat of the Bramon Subdivision subject to the following conditions and amendments to the plat:

1. The fishermen's easement be twenty feet in width and move with the bank of the river.
2. Each lot and parcel shown on the plat shall not be subdivided.
3. Parcel B shall be dedicated to open space and public access. No structures shall be constructed or placed thereon.
4. All ground disturbed by construction shall be restored to its prior condition.
5. The city shall not be responsible for the construction or maintenance of any utilities constructed under or across city property to serve the lots within the subdivision.
6. The area within the 100 riparian setback shall not be disturbed and remain in its natural condition. No more than one-half acre of each lot shall be disturbed or used for construction or landscaping. The area within the driveway shall not be included.
7. Confirmation of the legal description of the annexation by the City Attorney.
8. The bridge shall not be part of the annexed area.
9. Current title report be reviewed and approved by the City Attorney.
10. Engineering reviewed and approved by City Engineer.
11. Execution of the Bramon Annexation, Services and Development Agreement.
12. Payment of all costs related to the annexation and the \$25,000 annexation fee.

13. Annexation of the property.

14. Review and approval of plat notes by City Attorney and the Planning and Zoning Administrator

15. Confirmation of final subdivision plat compliance by City Attorney, City Engineer and the Planning and Zoning Administrator,

CITY OF BELLEVUE, IDAHO
ORDINANCE NO. 2004-2004-05

AN ORDINANCE OF THE CITY OF BELLEVUE, IDAHO, ANNEXING CERTAIN ADJACENT AND CONTIGUOUS LAND INTO THE CITY OF BELLEVUE, IDAHO; PROVIDING THAT SAID REAL PROPERTY AND ALL PERSONS WITHIN THE LIMITS OF SUCH ANNEXED TRACTS OF LANDS SHALL BE SUBJECT TO THE PROVISIONS OF ALL BYLAWS AND ORDINANCES OF THE CITY OF BELLEVUE, IDAHO; PROVIDING FOR AMENDMENTS TO THE BELLEVUE COMPREHENSIVE PLAN WITH REGARD TO SAID REAL PROPERTY; PROVIDING FOR THE ZONING OF SAID REAL PROPERTY UPON ANNEXATION; PROVIDING FOR THE FILING OF COPIES OF THE ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF BELLEVUE, IDAHO:

SECTION 1. The land lying adjacent and contiguous to the City of Bellevue, Idaho, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, is hereby declared to be a part of the City of Bellevue, Idaho and is hereby annexed into the City of Bellevue, Idaho.

SECTION 2. From and after the effective date of this ordinance, all lands, property and persons within the limits of the tracts of land described in Exhibit A, attached hereto, shall be and are hereby subject to the provisions of all charter, bylaws and ordinances, rules and regulations of the City of Bellevue, Idaho.

SECTION 3. Pursuant to Idaho Code, the Clerk of the City of Bellevue, Idaho, shall, within ten (10) days following the effective date of this ordinance, file a certified copy of this ordinance with the Blaine County Auditor, the Blaine County Treasurer, the Blaine County Assessor and the Idaho State Tax Commission.

SECTION 4. The Clerk of the City of Bellevue, Idaho, shall, within ten (10) days following the effective date of this ordinance, cause one (1) copy of the legal description and map prepared in a draftsman like manner which shall plainly and clearly designate the boundaries of the City of Bellevue, Idaho, as altered, to be filed with the Blaine County Recorder, the Blaine County Assessor and the Idaho State Tax Commission.

SECTION 5. The above described tract of land shall be and is hereby given the Land Use Designation of "General Residential" under the provisions of Bellevue Comprehensive Plan and the Comprehensive Land Use Map of said city is hereby amended to so designate said real property.

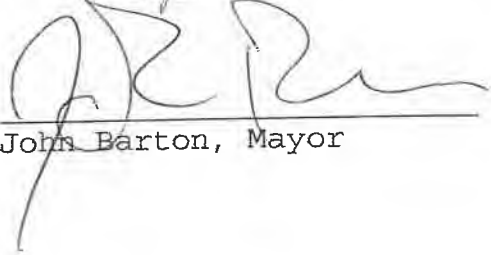
SECTION 6. The above described tract of land shall be and is hereby zoned and classified "General Residential Zoning District" under the provisions of Ordinance Number 86-03, as amended, of the City of Bellevue, Idaho (the Bellevue Zoning

Ordinance), and that the portions of said tract of land within the floodway and floodplain, as defined by said zoning ordinance and other applicable ordinances, are hereby classified as "Floodplain Overlay Zoning District" in accordance with said zoning ordinance; and that from the effective date of this Ordinance, said lands are hereby so zoned and classified and the Zoning Map of said city is hereby amended to so designate said real property.

SECTION 7. If any section or portion of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not effect the validity of the remaining portions of this ordinance.

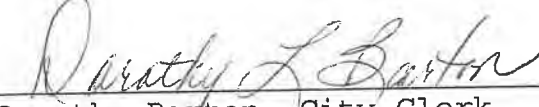
SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED BY THE COMMON COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BELLEVUE, IDAHO this 22 day of April, 2004.



John Barton, Mayor

ATTEST:



Dorothy Barton, City Clerk

Annexation Description
For
Frank and Darlene Bramon

A parcel of land located within Sections 26 and 35, Township 2 North, Range 18 East, Boise Meridian, Blaine County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the Southeast corner of said Section 26;

thence North $0^{\circ} 13' 12''$ West 50.00 feet along the East boundary of said Section 26 to a 1/2 inch rebar by L.S. 792;

thence North $64^{\circ} 01' 04''$ West 329.74 feet to a 1/2 inch rebar by L.S. 792 which point is on the westerly boundary of the City of Bellevue and is also the REAL POINT OF BEGINNING;

thence continuing North $64^{\circ} 01' 04''$ West 122.30 feet to a 5/8 inch rebar by Greg Skinner, L.S.;

thence North $45^{\circ} 23' 23''$ West 281.75 feet to a 1/2 inch rebar by Charles Glasby, P.E.;

thence North $83^{\circ} 53' 23''$ West 356.00 feet;

thence North $59^{\circ} 23' 30''$ West 132.62 feet to the mean high water of the Big Wood River;

thence the following sixteen courses and distances along said mean high water of the Big Wood River:

South $38^{\circ} 07' 23''$ East 201.03 feet;
South $51^{\circ} 50' 13''$ East 125.73 feet;
South $54^{\circ} 09' 51''$ East 108.31 feet;
South $41^{\circ} 04' 16''$ East 69.42 feet;
South $37^{\circ} 10' 21''$ East 96.02 feet;
South $70^{\circ} 28' 09''$ East 63.44 feet;
South $65^{\circ} 27' 31''$ East 72.28 feet;
South $63^{\circ} 17' 36''$ East 76.49 feet;
South $34^{\circ} 51' 28''$ East 83.72 feet;
South $33^{\circ} 57' 11''$ East 73.22 feet;

EXHIBIT "A"

South 22° 21' 37" East 117.28 feet;
South 22° 54' 49" East 122.39 feet;
South 33° 53' 27" East 92.80 feet;
South 30° 08' 53" East 100.90 feet;
South 17° 07' 57" East 97.36 feet;
South 8° 00' 21" East 45.23 feet;

thence North 84°25'44" East 27.66 feet along the North boundary of Broadford Road;

thence South 83°52'07" East 93.60 feet along said Broadford Road to the westerly boundary of said City of Bellevue;

thence North 18°12'13" West 859.93 feet along said westerly boundary of the City of Bellevue to the POINT OF BEGINNING, continuing 5.97 acres, more or less.

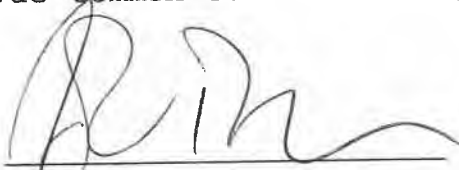
CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 685

THIS RESOLUTION OF THE CITY OF BELLEVUE, IDAHO,
AUTHORIZING THE MAYOR TO EXECUTE THE BRAMON ANNEXATION,
SERVICES AND DEVELOPMENT AGREEMENT

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF
BELLEVUE, IDAHO:

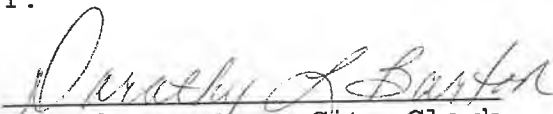
The City of Bellevue, Idaho, shall enter into the Bramon
Annexation, Services and Development Agreement with Frank Bramon
and Darlene Bramon, husband and wife, and the Mayor is hereby
authorized to execute same on behalf said city upon confirmation of
title report and legal description and final subdivision plat
compliance by City Attorney, City Engineer and the Planning and
Zoning Administrator.

April PASSED by the Bellevue Common Council this 22 day of
April, 2004.



John Barton, Mayor

ATTEST:



Dorothy Barton, City Clerk

BRAMON ANNEXATION, SERVICES AND DEVELOPMENT AGREEMENT

THIS ANNEXATION, SERVICES AND DEVELOPMENT AGREEMENT, entered into this 9 day of June, 2004, by and between the CITY OF BELLEVUE, IDAHO, a chartered municipal corporation (hereinafter "Bellevue" or "City"), and FRANK BRAMON AND DARLENE BRAMON, husband and wife, (hereinafter jointly and severally referred to a "Bramons"). The Bramons are hereinafter also jointly referred to as "Owners". Bellevue and the Bramons are jointly referred to herein as "the parties".

RECITALS:

This Bramon Annexation, Services and Development Agreement ("Agreement") is predicated upon the following facts:

WHEREAS, Bramons own in fee simple title, free and clear of liens and encumbrances, a tract of land adjacent and contiguous to the westerly municipal boundary of Bellevue, more particularly described in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, the Owners desire, because it is very beneficial to them, to have the Property annexed into Bellevue and in furtherance thereof, the Owners have filed with Bellevue a Request for Annexation of the Property and for General Residential zoning of the Property upon annexation.

WHEREAS, the Bellevue is a chartered municipality having among its powers the power to contract, annex, zone, and approve subdivisions and other development proposals.

WHEREAS, annexation and development of the Property will create substantial burdens for additional public utilities,

facilities and services which are particularly attributable to the annexation of the Property, including, but not limited to, on-site and off-site water, sewer, fire protection, streets, parks and general service impacts.

WHEREAS, Bellevue and Owners enter this Agreement for the purpose of establishing certain rights and obligations of the parties with regard to the annexation and development of the Property, including, but not limited to, the nature, extent, and development of the Property, construction of improvements (public and private, on-site and off-site), and minimizing the adverse impacts of the annexation and development upon the city to protect and promote the general health, safety and welfare of the citizens of Bellevue and future occupants of the Property.

WHEREAS, it is in the best interests of Bellevue and Owners that the Property be annexed into the city of Bellevue and developed in accordance with this Agreement and the ordinances, regulations and rules of Bellevue.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein for the annexation of the Property, Bellevue and the Bramons hereby covenant and agree as follows:

1. DEFINITIONS AND GENERAL RESTRICTIONS. Throughout this Agreement, the following terms are defined as follows:

1.1 The Property. This shall mean the real property described in Exhibit A, attached hereto and made a part hereof by reference.

1.2 Development Plan and Restrictions. (A).

Development Plan shall mean the proposed subdivision plat which is the plan for development of the Property and for Parcel B shown thereon (which Parcel is not to be annexed into Bellevue, but will be adjacent to said city). A copy of said Development Plan and proposed subdivision plat is attached hereto as Exhibit B and incorporated herein by reference.

(B). Each of the Lots and Parcel B shown on Exhibit B shall not be further subdivided.

(C). Parcel B shown on Exhibit B shall not be developed and no structure shall be built thereon. Parcel B shall be dedicated by the Owners to open space and public access in perpetuity. The Owners may dedicate or convey same to Bellevue, if Bellevue is willing to accept the dedication, and if not, then dedicated to Blaine County, Idaho, or to a non-profit entity for public access and the preservation of open space.

(D). The Owners agree to place on the final subdivision plat of the Property notes as required by Bellevue and comply with such conditions as required by Bellevue.

1.3 Subdivision Ordinance. This shall mean Bellevue Subdivision Ordinance Number 91-01, and all amendments thereto, and all subsequently adopted subdivision ordinance(s).

1.4 Zoning Ordinance. This shall mean Bellevue Zoning Ordinance Number 86-03, and all amendments thereto, and all subsequently adopted zoning ordinance(s).

1.5 Comprehensive Plan. This shall mean the Bellevue

- Comprehensive Plan and all amendments thereto, and all subsequently adopted comprehensive plan(s).

1.6 Bellevue, This shall mean the city of Bellevue, Idaho, a charter city, acting by and through its elected Mayor and Common Council.

2. DEVELOPMENT PLAN AND SUBDIVISION PLAT APPROVAL. Prior to the issuance of a building permit for any structure and prior to any subdivision of the Property, the Owners shall submit and obtain the final approval by Bellevue of and record the final subdivision plat of the Property in accordance with the Exhibit B (the Development Plan) and this Agreement. The Development Plan shall meet the requirements of the ordinances of Bellevue and this Agreement. The Owners shall obtain final subdivision plat approval of the Development Plan and record same within ninety (90) days of the date of this Agreement.

3. CONSTRUCTION OF IMPROVEMENTS. The Owners shall engineer, construct, and otherwise provide, at their sole expense, the following utilities, improvements, and facilities in accordance with the Development Plan and this Agreement. All utilities, including but not limited to, water, sewer, gas, electric, telephone and cable shall be installed underground in accordance with the Development Plan and ordinances, regulations, rules and standards of Bellevue. By this Agreement, the City is not agreeing to accept or maintain any of such utilities, improvements or facilities.

3.1 Driveways. The Owners shall construct, at their

sole expense, all driveways, streets, and public easement improvements as a required subdivision improvement.

3.2 Water System Improvements. The Owners shall engineer and construct, at their sole expense, all lines, equipment, pumps and related improvements necessary to provide the required water flows for domestic and fire flow purposes to each building envelope shown on the Development Plan. As part of the required subdivision improvements the Owner shall install water meters as approved by Bellevue. Bellevue shall grant to the Owners an easement for the construction and maintenance of a private water service line as shown on Exhibit C.

3.4 Sewer System Improvements. The Bellevue sewerage system shall be extended by the Owners, at their expense, to each building envelope shown on the Development Plan, including, without limitation all pipelines, equipment, pumping facilities, manholes, and service stubs and other necessary improvements. Bellevue shall grant to the Owners an easement for the construction and maintenance of a private sewer line as shown on Exhibit C.

3.5 Dedication of Water and Sewer Improvements. While it is not anticipated at this time that the Owners will dedicate any of the water and sewer improvements to Bellevue, until approval of the final subdivision plat of the Property Bellevue retains the right to require such dedication.

SECTION 4. ANNEXATION FEE. Prior to the effective date of the ordinance annexing the Property, the Bramons shall pay Bellevue the sum of \$ 25,000.00 as an annexation fee and, in addition

• thereto, reimburse the City for all its costs (engineering, legal, publication, recording, etc.) incurred by Bellevue with regard to the annexation, zoning and subdivision of the Property and this Agreement. The Owners and Bellevue each hereby acknowledge and agree that said fee is a fair and equitable amount voluntarily agreed to by the parties to (a) mitigate the impacts that are specifically attributable to the annexation of the Property and the service demands and adverse impacts which are a direct result of the annexation of the Property; (b) to compensate Bellevue and its residents for the costs of the existing city infrastructure, equipment and similar items which will benefit the Property; and, (c) for the benefits to the Property and to the Owners from annexation of the Property by Bellevue. This fee is based on contract as part of the consideration for the annexation of the property into Bellevue. The sums paid hereunder are in addition to any other fees, charges, assessments and other payments which may be associated with the development or use of the Property or the provision of services with regard thereto.

5. MUNICIPAL EASEMENT AND PARK LAND. As part of the final subdivision plat, the Bramons shall dedicate to Bellevue the public access easement along the Big Wood River shown on the Development Plan (Exhibit B), which easement shall move with the bank of the Big Wood River. The language of said dedication shall be approved by Bellevue. At the time of final subdivision plat approval of the Development Plan, the Owners shall dedicate free of liens and encumbrance deed Parcel A shown on the Development Plan.

6. AGREEMENT PART OF THE OWNERS' REQUEST FOR ANNEXATION.

This Agreement is intended by the Owners to be considered by Bellevue as part of the Owners' Request for Annexation. The Owners acknowledge and intend Bellevue to consider and rely upon this Agreement in its review and consideration of said annexation request and related applications for zoning and development of the Property.

7. AGREEMENT SUBJECT TO ANNEXATION AND ZONING. This

Agreement shall become effective upon and is subject to annexation of the Property into Bellevue. By entering this Agreement, Bellevue does not hereby contract to annex the Property.

8. CONSENT TO ANNEXATION AND DE-ANNEXATION. The Owners

hereby irrevocably consent to the annexation of the Property described in Exhibit A into. Furthermore, the Owners hereby irrevocably consent to the de-annexation of the Property from Bellevue, Idaho, in the event the Owners fail, neglect or refuse to fulfill any of the obligations required by them under this Agreement or they are otherwise default under this Agreement.

9. IMPACT MITIGATION AND COVENANT NOT TO SUE. The Owners

hereby agree to pay all fees, make all dedications, and construct all improvements as provided for in this Agreement, based upon contract, in order to help mitigate the adverse impact of annexation of the Property. The Owners covenant not to sue with regard to and waive any right to rescind the payment of said fees or dedication of any easement or the Owner's obligation to construct said improvements or to bring any legal action to

challenge same or have same declared unenforceable. Furthermore, the Owners and Bellevue each hereby acknowledge and agree that said fees are each a fair and equitable amount voluntarily agreed upon by each as set forth in this Agreement.

10. NO WAIVER OF ORDINANCES. This Agreement shall not modify or waive or determine compliance with any law, ordinance, regulation, rule or standard of Bellevue, now existing or hereinafter adopted, affecting subdivision, development, construction or any other matter relating to the Property or its use or development. Nothing contained in this Agreement, shall limit the police powers of Bellevue or its discretion in review of applications regarding development of the Property or any portion thereof.

11. AMENDMENT OF AGREEMENT. This Agreement shall be amended or canceled, in whole or in part, only by the mutual consent of the parties, executed in writing.

12. SUPERSEDING PRIOR AGREEMENTS. This Agreement supersedes and extinguishes all prior agreements, if any, between the parties with regard to the Property, its annexation, use and/or development.

13. DEFAULT AND ENFORCEMENT. In the event of a breach or default of this Agreement, in addition to all remedies at law and equity, this Agreement is enforceable by specific performance by either party, and, in addition, Bellevue may de-annex the Property pursuant to Paragraphs 8 and 9, hereinabove. The following shall constitute a default by the Owners under this Agreement: if the

Owners shall fail to perform or permit violation of any covenant, condition, promise, obligation, term, duty or provision contained in this Agreement, the Development Plan or any subdivision approval with regard to the property.

Upon Bellevue mailing a written Notice of Default to the Owners by certified mail, return receipt requested, the Owners shall have thirty (30) days from the date said notice is mailed to cure such default. If such default is not cured within said thirty (30) day period, Bellevue may declare this Agreement void ab initio and de-annex the Property or, at Bellevue's sole election, it shall have all rights available to it, in law or equity, to enforce the provisions of this Agreement. All remedies shall be cumulative, and the exercise of one right shall not be deemed to be a waiver of any other rights Bellevue may have.

14. ATTORNEY FEES AND COSTS. If legal action is brought by Bellevue against the Owners because of breach of this Agreement or to enforce a provision of this Agreement and Bellevue is the prevailing party in such litigation, Bellevue shall be awarded judgment against the Owners for its reasonable attorney fees and costs incurred in such action.

15. NOTICES. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to Bellevue shall be addressed as follows:

City of Bellevue
P.O. Box 449
Bellevue, Idaho 83313

Notices required to be given to the Owners shall be addressed as follows:

Frank and Darlene Bramon
410 Broadford Road
Bellevue, Idaho 83313

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address. Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of receipt, if delivered by registered or certified mail, postage prepaid and return receipt requested, or (iii) on the date of a signed receipt, if sent by an over night delivery service, or (iv) the date of receipt of a faxed copy thereof.

16. RELATIONSHIP OF PARTIES. It is understood that the contractual relationship between Bellevue and the Owners is such that the Owners are entirely independent of and are not the agent, partner, or joint venturer of Bellevue. This Agreement and each portion thereof shall be for the sole benefit of the Parties and/or their respective successors and assigns, and shall not be for the benefit of or create any rights in favor of any third party.

17. RULES OF CONSTRUCTION AND MISCELLANEOUS TERMS. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive. The captions to 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 such paragraphs.

18. PREPARATION OF AGREEMENT AND REPRESENTATION BY COUNSEL. The parties acknowledge that James W. Phillips is the Bellevue city attorney and has represented solely Bellevue in the negotiation and drafting of this Agreement. The Owners acknowledge that James W. Phillips has not given them, or any of them, any legal advise, nor has he or any official, employee or agent of Bellevue made any promise, representation or warranty to them or either of them. The Owners acknowledge that they, jointly and severally, have the right and ability to seek their own legal counsel and have done so to the extent that each deems advisable. No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and preparation of this Agreement.

19. BINDING EFFECT AND COVENANTS RUNNING WITH THE LAND. This Agreement shall inure to the benefit of and be binding upon Bellevue and the Owners, their respective heirs, successors, assigns, personal representatives, administrators, and trustees. This Agreement shall be a covenant running with the Property, and all portions thereof, described in attached Exhibit A and in attached Exhibit B. The words "successors and assigns" as used in this Agreement shall include, but not be limited to, all successors, assigns, and holders of a security interest in the Property or any portion thereof or interest therein.

20. SURVIVAL AND NON-MERGER CLAUSE. The terms, conditions and obligations of this Agreement shall survive the execution, delivery and recording of each plat, deed, easement or

other document described in, required by or executed in furtherance of this Agreement.

21. NO WAIVER. Any forbearance of any kind that may be granted or allowed by Bellevue to the other under this Agreement shall not in any manner be deemed or construed or considered as waiving or surrendering any provision of this Agreement or any subsequent thereof.

22. RECORDATION. This Agreement together with the Exhibits and documents referred to herein may be recorded in the Office of the Blaine County Recorder, Hailey, Idaho by Bellevue and the Owners shall pay Bellevue the costs of recordation.

23. PARTIAL INVALIDITY. In the event any portion of this Agreement or part thereof shall be determined by any Court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, except if any portion of Section 3, 4, 5, 9, and/or 13 of this Agreement are declared invalid, void or unenforceable for any reason, then this Agreement may be declared void by Bellevue and no building or development of the Property shall occur until the Property is de-annexed from Bellevue as provided by Section 8,9 and 13, herein above.

24. COMPLETE AGREEMENT. This Agreement constitutes the full and complete Agreement of and between the parties hereto. No representations or warranties made by either party or its officers, employees or agents shall be binding unless contained in this

Agreement or subsequent written amendments thereto.

25. EXHIBITS. Attached to this Agreement and made a part of this Agreement by reference are the following Exhibits:

A - Property Description

B - Development Plan

C - Water and Sewer Line Easement Description

26. CAPTIONS. The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

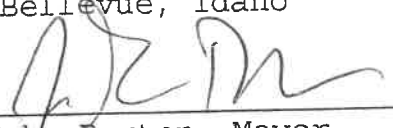
27. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement shall be deemed to have been fully executed and delivered within the state of Idaho. This Agreement shall be construed and enforced in all respects in accordance with the laws of the State of Idaho, without reference to its provisions with regard to conflicts of law. The state and federal courts of Idaho shall have exclusive jurisdiction with regard to any dispute, controversy, action or proceeding arising out of or with regard to this Agreement, and the venue for any litigation and all other proceedings shall be locate in Blaine County, Idaho, and each of the parties hereto hereby irrevocably consents to said jurisdiction and venue.

28. COUNTERPARTS AND FACSIMILES. This Agreement may be executed in counterparts and all counterparts so executed shall constitute one Agreement binding on all the parties. This Agreement may be executed by facsimile signature and any such

signature shall be deemed an original signature. Facsimile copies of this Agreement, or any page thereof, shall be considered originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in accordance with the laws of the State of Idaho, the date and year first written above.

City of Bellevue, Idaho

By  6/9/02
John Barton, Mayor

Owners,

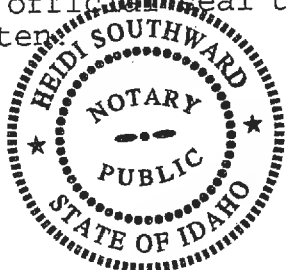

Frank Bramon


Darlene Bramon

STATE OF IDAHO,)
) ss.
County of Blaine)

On this 5 day of May, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared FRANK BRAMON, known to me to be the person whose name is subscribed to 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.

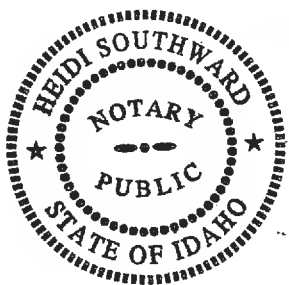


Heidi Southward
NOTARY PUBLIC FOR IDAHO
Residing at: Hailey
Commission expires: 12-8-2004

STATE OF IDAHO,)
) ss.
County of Blaine)

On this 5 day of May, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DARLENE BRAMON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she 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.



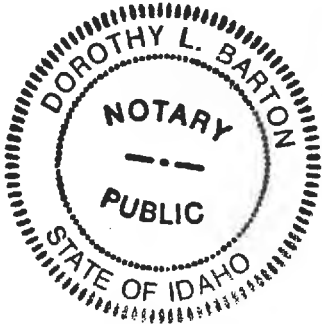
Heidi Southward
NOTARY PUBLIC FOR IDAHO
Residing at: Hailey
Commission expires: 12-8-2004

STATE OF IDAHO,)
) ss.
County of Blaine)

On this 9 day of June, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN BARTON, Mayor of the City of Bellevue,

Idaho, known to me to be the person whose name is subscribed to 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.



Dorothy L Barton
NOTARY PUBLIC FOR IDAHO
Residing at: Buhlfield, ID
Commission expires: 01-09-2008

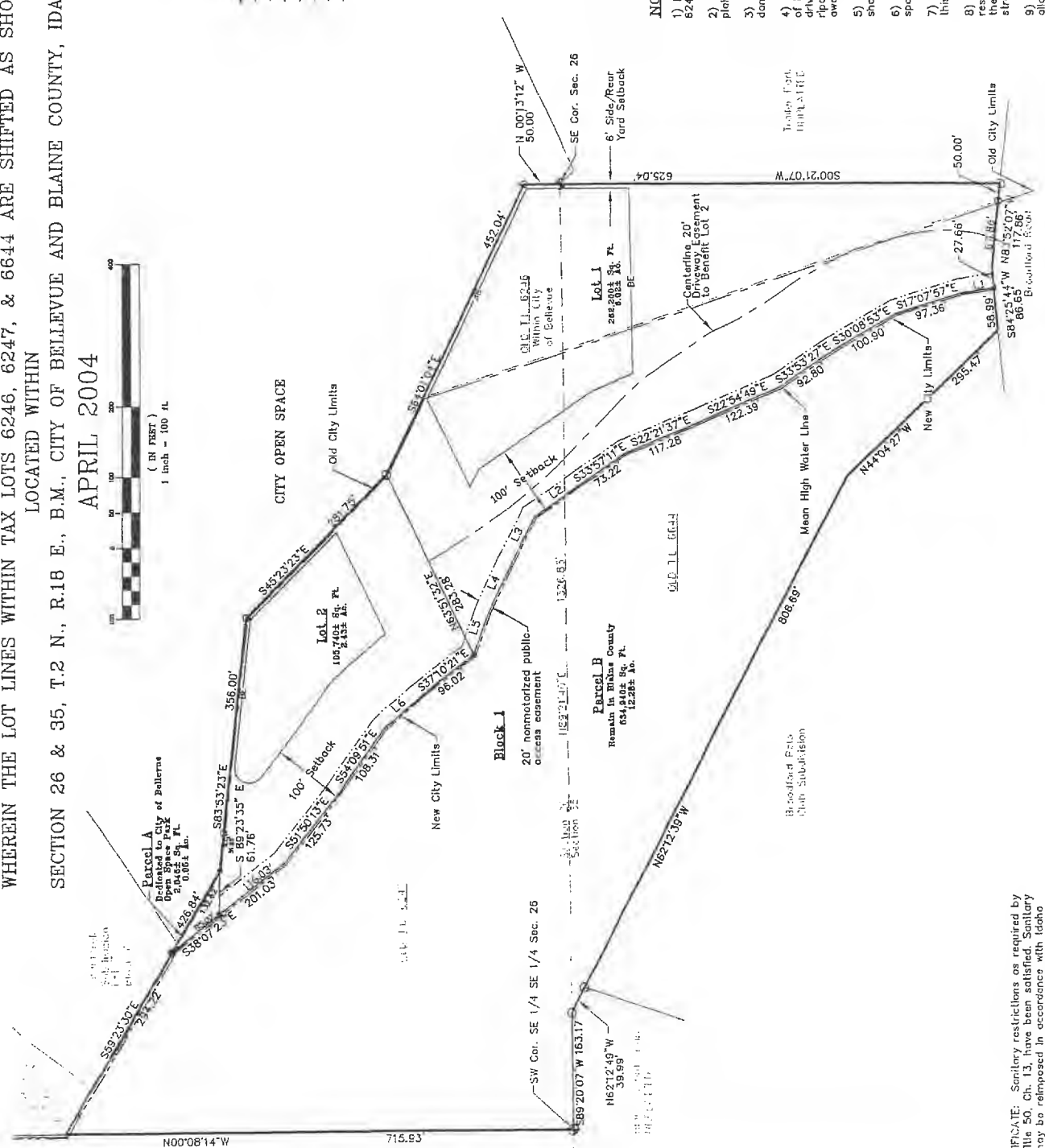
A LOT LINE SHIFT PLAT SHOWING

BRAMON SUBDIVISION

WHEREIN THE LOT LINES WITHIN TAX LOTS 6246, 6247, & 6644 ARE SHIFTED AS SHOWN LOCATED WITHIN

SECTION 26 & 35, T.2 N., R.18 E., B.M., CITY OF BELLEVUE AND BLAINE COUNTY, IDAHO

APRIL 2004



LEGEND

- Property Line
- Proposed Property Line
- Previous Lot Line
- Old City Limits Line
- New City Limits Line
- Adjacent's Lot Line
- 20' Public Access Easement
- BE = Proposed Building E
- Found Brass Cap
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set 5/8" Rebar
- Set 1/2" Rebar

LINE	LENGTH	BEARING
1	452.83	S08°00'21"E
2	68.72	S34°51'28"E
3	76.49	S63°17'36"E
4	72.28	S65°27'31"E
5	63.44	S70°28'09"E
6	69.42	S41°04'16"E

NOTES

- 1) Reference is made to A RECORD OF SURVEY OF TAX LO 6247, & 6644, dated September 1996.
- 2) Bramon Subdivision lies entirely within the 100-year FEI plan per the March 17, 1997 FEMA FIRMA Panels 0657 & 01
- 3) The City of Bellevue shall not be held responsible for damage and shall not be responsible for maintenance of the amount of riparian area to be disturbed for construction of home sites on these lots shall be limited to one-half of the riparian area. The driveways shall not be considered as part of the one-half riparian disturbance area. The driveways shall not add to away from this restriction.
- 4) The amount of riparian area to be disturbed for construction of home sites on these lots shall be limited to one-half of the riparian area. The driveways shall not be considered as part of the one-half riparian disturbance area. The driveways shall not add to away from this restriction.
- 5) All structures shall be located within the building envelope shown on this plat.
- 6) Parcel A shall be dedicated to the City of Bellevue for space uses.
- 7) Parcel B shall remain as open space for lots 1 and 2 this plat.
- 8) The owners of the lots shown on this plat shall be responsible for maintaining the sewer and water utility service to the City of Bellevue main pipelines to the houses or other structures developed on the lots.
- 9) No further subdivision of the lots shown on this plat is allowed.

BRAMON SUBDIVISION
 CALENA ENGINEERING, INC.
 SHELTON, IDAHO
 SHEET 1 OF 2
 Job No. 1576-02

RICHARD D. FOSBURY, L.S. 3621

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

South Central District Health Dept., EHS

Date

EXHIBIT "B"

SEWER AND WATER SERVICE
EASEMENT
From the City of Bellevue
April 15, 2004

A parcel of land 10 feet in width lying within the City of Bellevue, Chantrelle open space parcel located within Section 26, Township 2 North, Range 18 East, Boise Meridian, City of Bellevue, Blaine County, Idaho and being more particularly described as follows:

Commencing at a brass cap marking the southeast corner of said Section 26, thence North 23°09'15" West, 559.76 feet to a point on the easterly boundary of Lot 10, Block 3, Chantrelle II Subdivision Phase 3, said point being the southeasterly corner of Amber Street right-of-way, said point being the REAL POINT OF BEGINNING;

thence South 18°29'32" East, 84.73 feet along the easterly boundary of said Lot 10;

thence South 71°30'28" West, 175.00 feet along the southerly boundary of said Lot 10;

thence continuing South 71°30'28" West, 141.90 feet to a point on the easterly boundary of Lot 2, Bramon Subdivision;

thence South 45°23'23" East, 11.21 feet along the easterly boundary of said Lot 2, Bramon Subdivision;

thence North 71°30'28" East, 321.84 feet;

thence North 18°29'32" West, 94.67 feet to a point on the southerly right-of-way of said Amber Street;

thence South 71°49'11" West, 10.00 feet along the southerly right-of-way of said Amber Street to the REAL POINT OF BEGINNING.

MDC:cdw



EXHIBIT "C"

F\SDSKPROJ\1576.02

A LOT LINE SHIFT PLAT SHOWING BRAMON SUBDIVISION

WHEREIN THE LOT LINES WITHIN TAX LOTS 6246, 6247 & 6644 ARE SHIFTED AS SHOWN

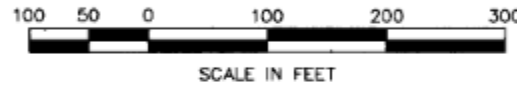
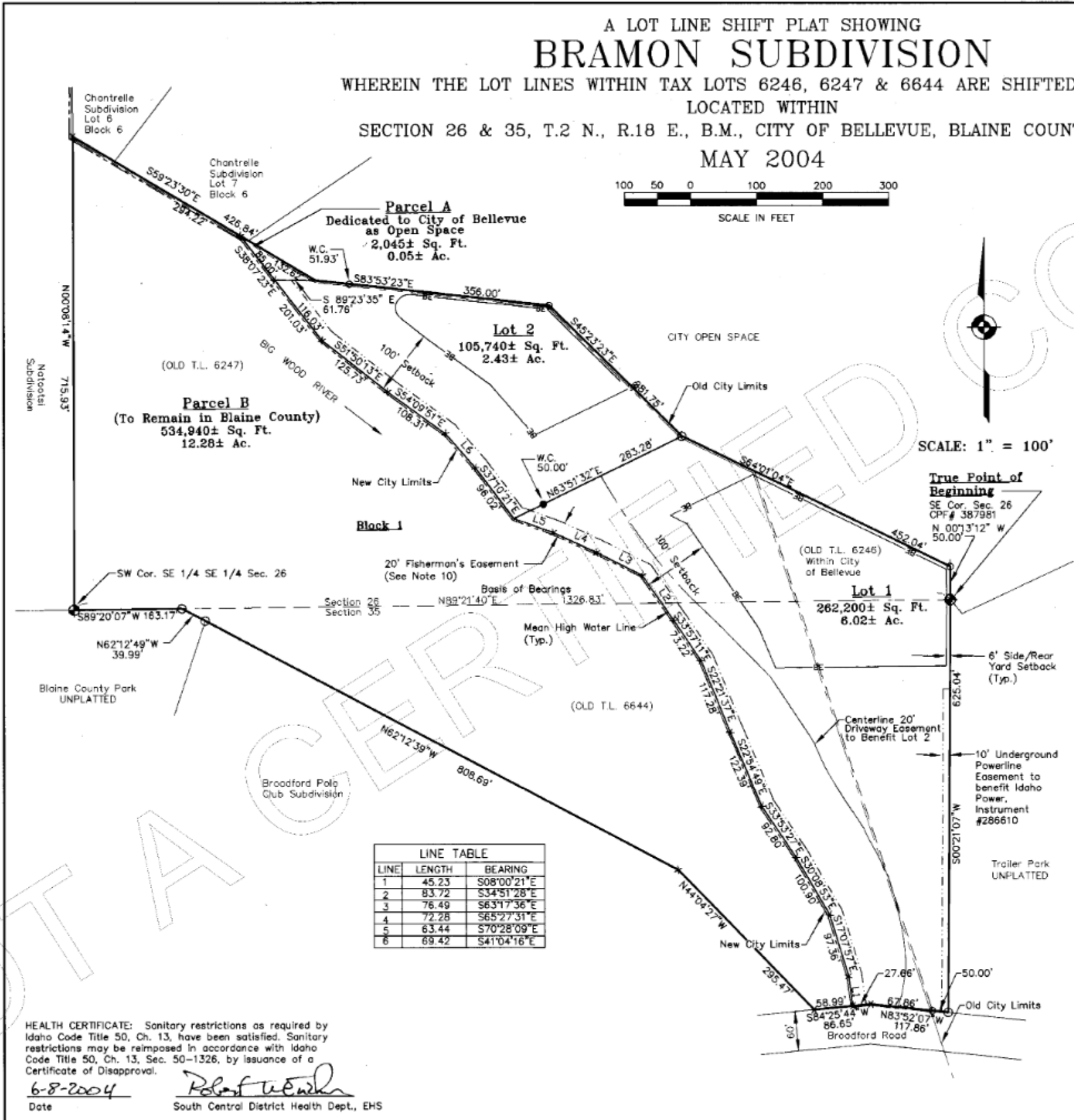
LOCATED WITHIN

SECTION 26 & 35, T.2 N., R.18 E., B.M., CITY OF BELLEVUE, BLAINE COUNTY, IDAHO

MAY 2004

BRAMON SUBDIVISION
825A35 T2N R18E
Tax lots 6246 and 6644 are shifted
page 1 of 2

DRAWING NUMBER
Instrument # 505243
HAILEY, BLAINE, IDAHO 08.15.00 No. of Pages: 2
2004-06-17
Prepared for: GALENA ENGINEERING
Checked by: MICHAEL D. CHOAT
Eligible Boundary Survey
DATE: 6-8-04



SCALE: 1" = 100'

LEGEND

- Property Boundary Line
- - - Lot Line
- - - Previous Lot Line
- - - Old City Limits Line
- - - New City Limits Line
- - - Adjoining Lot Line
- - - 20' Fisherman's Easement
- BE — Building Envelope
- ⊕ Found Brass Cap
- Found 5/8" Rebar
- Found 1/2" Rebar
- Set 5/8" Rebar
- Set 1/2" Rebar
- X Calculated Point - Not Set

NOTES

- 1) Reference is made to A RECORD OF SURVEY OF TAX LOTS 6246, 6247, & 6644, dated September 1996, Instrument No. , records of Blaine County, Idaho.
- 2) Bramon Subdivision lies entirely within the 100-year FEMA Floodplain per March 17, 1997 FEMA FIRM Panels 0857 & 0859B.
- 3) The City of Bellevue shall not be held responsible for any flood damage and shall not be responsible for maintenance of the dike.
- 4) The area within the floodplain shall not be disturbed and will remain in its natural condition. No more than one-half acre of each lot shall be disturbed or used for residential construction or landscaping. The area within the driveway shall not be included within this restriction.
- 5) All structures shall be located within the building envelopes shown on this plat.
- 6) Parcel A shall be dedicated to the City of Bellevue for open space uses.
- 7) Parcel B is dedicated to open space and public access. No structures shall be constructed thereon.
- 8) The owners of the lots shown on this plat shall be solely responsible for maintaining the sewer and water utility services from the City of Bellevue main pipelines to the houses or other structures developed on the lots, including surface repair to Bellevue's Chantrelle Subdivision Open Space.
- 9) No lot or parcel shown on this plat shall be subdivided.
- 10) The Fisherman's Easement shall move with the bank of the Big Wood River and shall include public pedestrian access.
- 11) The lots and parcels shown on this plat are subject 40' wide Ingress and Egress Easements for maintenance of stream alteration protection to benefit Blaine County, Instrument No.s 278200 & 278201, records of Blaine County, Idaho.
- 12) The lots and parcels shown on this plat are subject to an Ingress and Egress Easement for maintenance of levees and embankments to benefit Flood Control District No. 9, Instrument No. 279376, records of Blaine County, Idaho.

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

6-8-2004
Date
Robert [Signature]
South Central District Health Dept., EHS



MICHAEL D. CHOAT, L.S. 10161

BRAMON SUBDIVISION
GALENA ENGINEERING, INC.
KETCHUM, IDAHO
SHEET 1 OF 2
Job No. 1576-02

CERTIFICATE blainecountyid-web.tylerhost.net - To exit full screen, press Esc

SURVEYOR'S CERTIFICATION

I, Michael D. Choat, a duly licensed Land Surveyor in the State of Idaho, do hereby certify that the foregoing plat is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



BLAINE COUNTY SURVEYOR'S APPROVAL

I, Jim W. Koonce, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Jim W. Koonce 5/24/04
Blaine County Surveyor

BELLEVUE CITY ENGINEER'S APPROVAL

The foregoing plat was approved by STEVEN YEARSLEY, City Engineer for the City of Bellevue on this 20 day of MAY, 2004.

STEVEN YEARSLEY
City Engineer

BELLEVUE CITY COUNCIL APPROVAL

The foregoing plat was approved by the Bellevue City Council on this 22 day of April, 2004.

Martha L. Barlow
City Clerk

ACCEPTANCE OF DEDICATION BY THE CITY OF BELLEVUE

Dedication of Parcel A as shown on this plat was approved and accepted this 22 day of April, 2004 by the City of Bellevue.

Martha L. Barlow
City Clerk

BLAINE COUNTY TREASURER'S APPROVAL

The taxes on the foregoing parcel of land have been paid to this date and this plat is hereby approved this 8 day of June, 2004.

Vicki L. Dick by Kellie England
Blaine County Treasurer

BLAINE COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF BLAINE } ss
This is to certify that the foregoing plat was filed in the office of the Recorder of Blaine County, Idaho on this ___ day of _____, 2004, at _____ M., and duly recorded under Instrument Number _____

Instrument # 505243
HAILEY, BLAINE, IDAHO
2004-06-17 09:15:00 No. of Pages: 2
Recorded for: GALENA ENGINEERING
MARSHA RIEMANN Fee: 11.00
Ex-Officio Recorder Deputy
www.idaho.gov

Ex-officio Recorder
Bramon Subdivision
City of Bellevue, Idaho
Galena Engineering, Inc.
Ketchum, Idaho
Sheet 2 of 2
Job No.1576.02

This is to certify that the undersigned are the owners in fee simple of the following described parcel of land:
A parcel of land located within Sections 26 and 35, Township 2 North, Range 18 East, Boise Meridian, City of Bellevue, Blaine County, Idaho; more particularly described as follows:

Beginning at a brass cap marking the southeast corner of said Section 26: said point being the True Point of Beginning,
Thence N 00°13'12" W, 50.00 feet,
Thence N 64°01'04" W, 452.04 feet,
Thence N 45°23'23" W, 281.75 feet,
Thence N 83°53'23" W, 356.00 feet,
Thence N 59°23'30" E, 426.84 feet,
Thence S 00°08'14" E, 715.93 feet,
Thence N 89°20'07" E, 163.17 feet,
Thence S 62°12'49" E, 39.99 feet,
Thence S 62°12'39" E, 808.69 feet,
Thence S 44°04'27" E, 295.47 feet,
Thence N 84°25'44" E, 86.65 feet,
Thence S 83°52'07" E, 117.86 feet,
Thence N 00°21'07" E, 625.04 feet to the True Point of Beginning.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.
It is the intent of the owners to hereby include said land in this plat.

Darlene M. Bramon
DARLENE M. BRAMON

Franklin L. Bramon
FRANKLIN L. BRAMON

ACKNOWLEDGMENT

STATE OF Idaho }
COUNTY OF Blaine } ss
On this 6th day of May, 2004, before me, a Notary Public in and for said State, personally appeared Darlene M. Bramon, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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.

Colleen D. Weber
Notary Public in and for said State
Residing in Bellevue
My Commission Expires 3/5/10

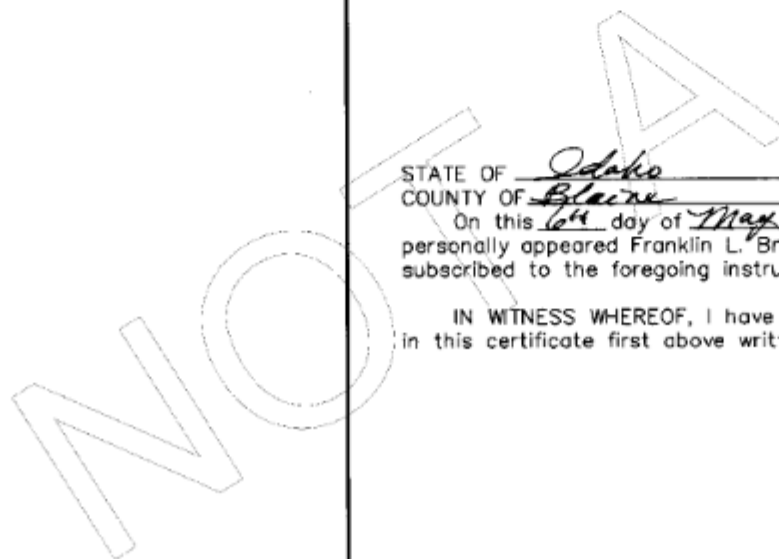
ACKNOWLEDGMENT

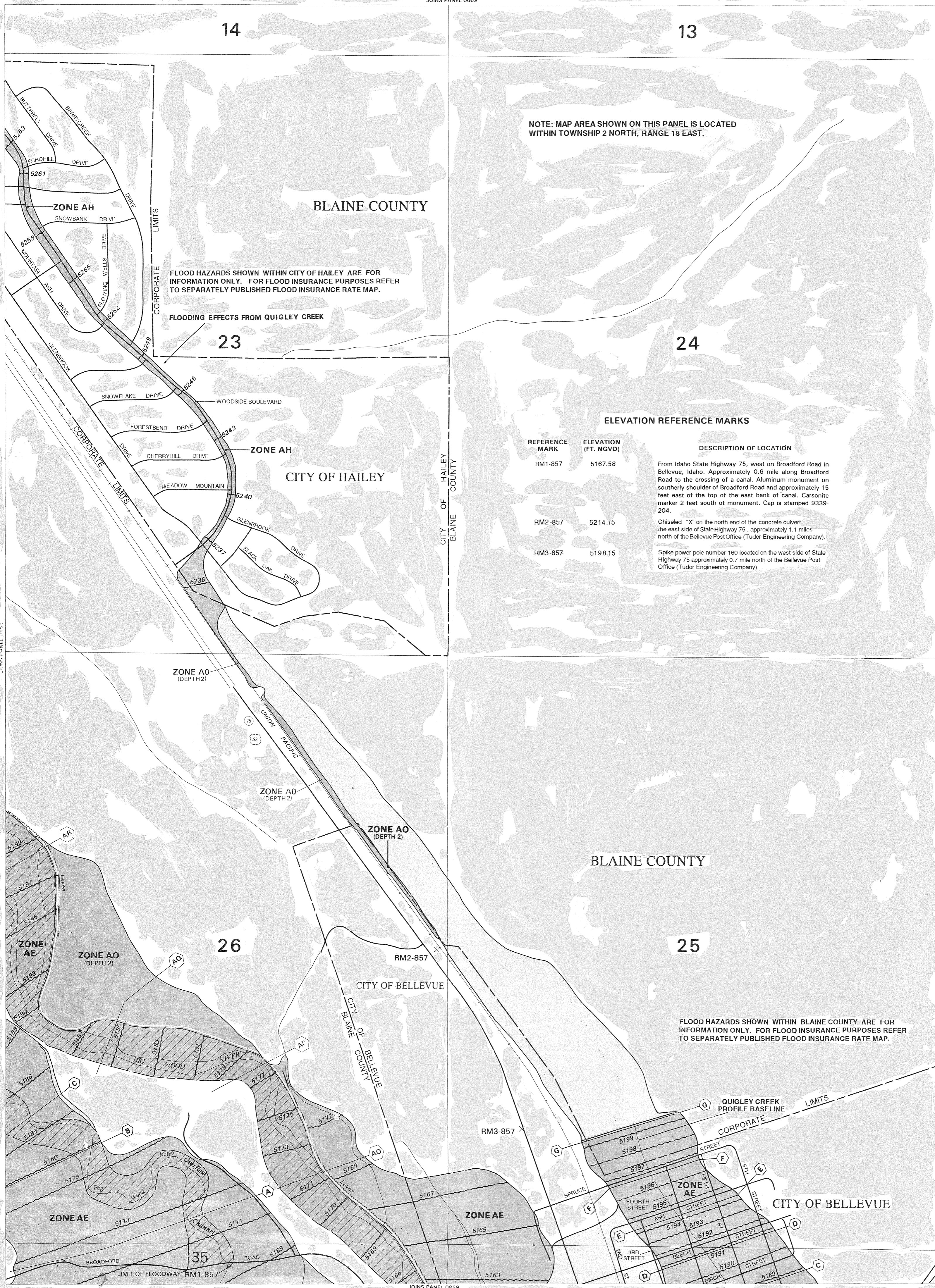
STATE OF Idaho }
COUNTY OF Blaine } ss
On this 6th day of May, 2004, before me, a Notary Public in and for said State, personally appeared Franklin L. Bramon, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Colleen D. Weber
Notary Public in and for said State
Residing in Bellevue
My Commission Expires 3/5/10

BRAMON SUBDIVISION
S25435 T2N 318E
Tax lots 6246 and 6644 are abutted
page 2 of 2
SAYED PRODUCTS - A MINNAPARC, MINNETONKA, MN
RECORDED BY INSTRUMENT NUMBER 505243

DRAWING NUMBER
Instrument # 505243
HAILEY, BLAINE, IDAHO 09:15:00 No. of Pages: 2
Recorded for: GALENA ENGINEERING
MARSHA RIEMANN
Ex-Officio Recorder Deputy
www.idaho.gov





NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 2 NORTH, RANGE 18 EAST.

FLOOD HAZARDS SHOWN WITHIN CITY OF HAILEY ARE FOR INFORMATION ONLY. FOR FLOOD INSURANCE PURPOSES REFER TO SEPARATELY PUBLISHED FLOOD INSURANCE RATE MAP.

FLOODING EFFECTS FROM QUIGLEY CREEK

ELEVATION REFERENCE MARKS

REFERENCE MARK	ELEVATION (FT. NGVD)	DESCRIPTION OF LOCATION
RM1-857	5167.58	From Idaho State Highway 75, west on Broadford Road in Bellevue, Idaho. Approximately 0.6 mile along Broadford Road to the crossing of a canal. Aluminum monument on southerly shoulder of Broadford Road and approximately 15 feet east of the top of the east bank of canal. Carsonite marker 2 feet south of monument. Cap is stamped 9339-204.
RM2-857	5214.15	Chiseled "X" on the north end of the concrete culvert, the east side of State Highway 75, approximately 1.1 miles north of the Bellevue Post Office (Tudor Engineering Company).
RM3-857	5198.15	Spike power pole number 160 located on the west side of State Highway 75 approximately 0.7 mile north of the Bellevue Post Office (Tudor Engineering Company).

BLAINE COUNTY

FLOOD HAZARDS SHOWN WITHIN BLAINE COUNTY ARE FOR INFORMATION ONLY. FOR FLOOD INSURANCE PURPOSES REFER TO SEPARATELY PUBLISHED FLOOD INSURANCE RATE MAP.

LEGEND

- SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD
- ZONE A** No base flood elevations determined.
- ZONE AE** Base flood elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding; velocities also determined.
- ZONE A99** To be protected from 100-year flood by Federal flood protection system under construction; no base flood elevations determined.
- ZONE V** Coastal flood with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood with velocity hazard (wave action); base flood elevations determined.
- FLOODWAY AREAS IN ZONE AE
- OTHER FLOOD AREAS**
- ZONE X** Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood.
- OTHER AREAS**
- ZONE X** Areas determined to be outside 500-year floodplain.
- ZONE D** Areas in which flood hazards are undetermined.
- UNDEVELOPED COASTAL BARRIERS†**
- Identified 1983
- Identified 1990
- Otherwise Protected Areas
- Floodplain Boundary
- Floodway Boundary
- Zone D Boundary
- Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Coastal Hazard Zones.
- Base Flood Elevation Line; Elevation in Feet*
- Cross Section Line
- Base Flood Elevation in Feet Where Uniform Within Zone*
- Elevation Reference Mark
- River Mile

*Referenced to the National Geodetic Vertical Datum of 1929

NOTES

This map is for use in administering the National Flood Insurance Program; it does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size, or all planimetric features outside Special Flood Hazard Areas. The community map repository should be consulted for more detailed data on BFEs, and for any information on floodway delineations, prior to use of this map for property purchase or construction purposes.

Areas of Special Flood Hazard (100-year flood) include Zones A, AE, A1-A30, AH, AO, A99, V, VE and V1-V30.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the Federal Emergency Management Agency.

Floodway widths in some areas may be too narrow to show to scale. Refer to Floodway Data Table where floodway widths is shown at 1/20 inch.

Coastal base flood elevations apply only landward of 0.0 NGVD, and include the effects of wave action; these elevations may also differ significantly from those developed by the National Weather Service for hurricane evacuation planning.

Corporate limits shown are current as of the date of this map. The user should contact appropriate community officials to determine if corporate limits have changed subsequent to the issuance of this map.

For adjoining panels, see separately printed Map Index.

MAP REPOSITORY
City Hall
117 Pine Street,
Bellevue, Idaho 83313
(Maps available for reference only, not for distribution.)

INITIAL IDENTIFICATION:
NOVEMBER 23, 1973

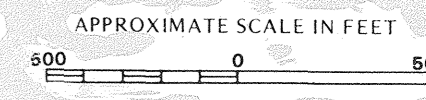
FLOOD HAZARD BOUNDARY MAP REVISION:
AUGUST 1, 1978

FLOOD INSURANCE RATE MAP EFFECTIVE:
AUGUST 1, 1978

FLOOD INSURANCE RATE MAP REVISIONS:
MARCH 17, 1997

Map revised July 20, 1998 to add base flood elevations, to change special flood hazard areas, to change zone designations, and to incorporate previously issued letter of map revision.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at (800) 638-6620.



NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

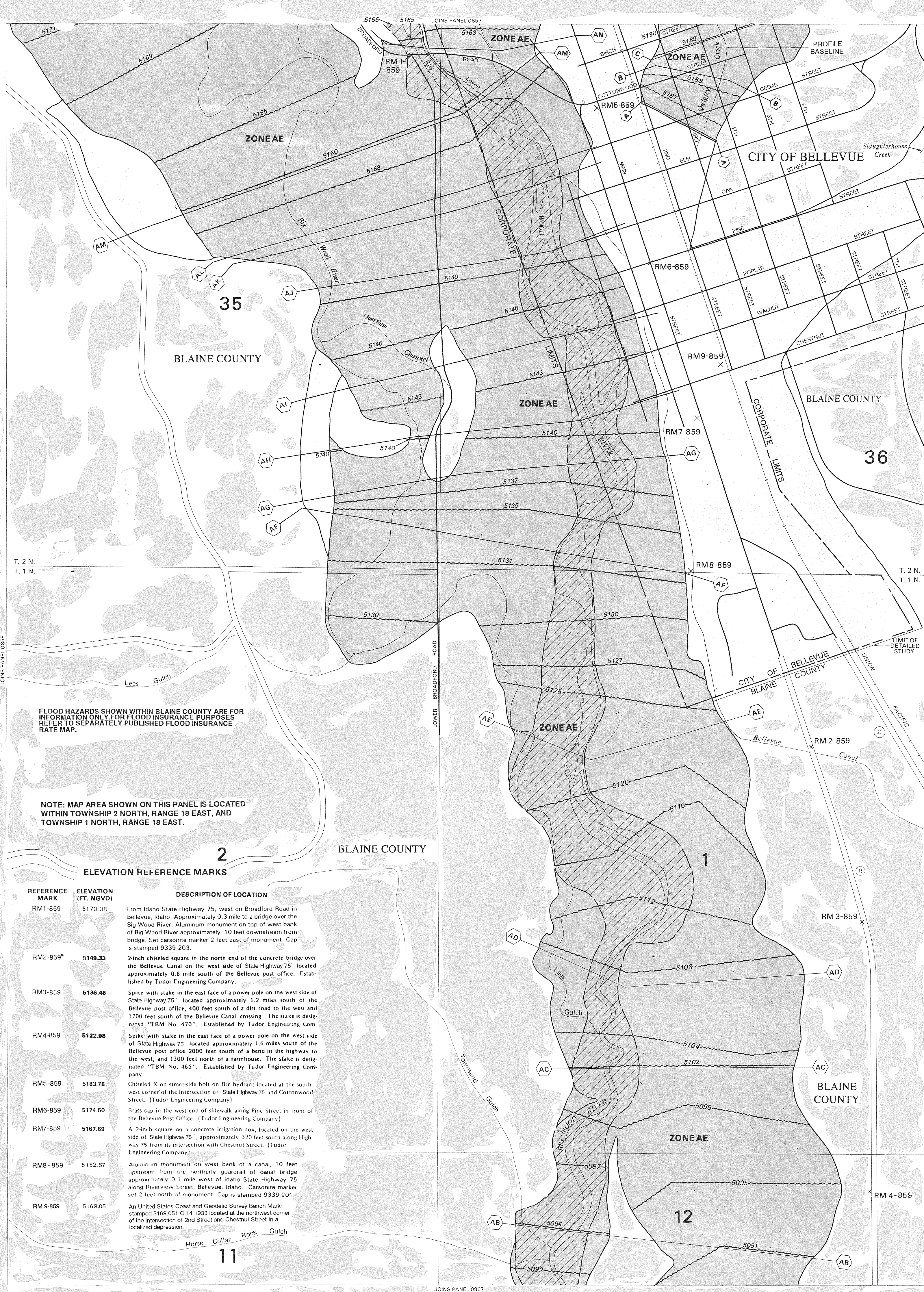
CITY OF BELLEVUE, IDAHO
BLAINE COUNTY

PANEL 857 OF 1950
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
160021 0857 D
MAP REVISED:
JULY 20, 1998



Federal Emergency Management Agency



LEGEND

- SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD
- ZONE A** No base flood elevations determined.
- ZONE AE** Base flood elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE A99** To be protected from 100-year flood by Federal flood protection system under construction; no base flood elevations determined.
- ZONE V** Coastal flood with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood with velocity hazard (wave action); base flood elevations determined.
- FLOODWAY AREAS IN ZONE AE
- OTHER FLOOD AREAS
- ZONE X** Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood.
- OTHER AREAS
- ZONE X** Areas determined to be outside 500-year floodplain.
- ZONE D** Areas in which flood hazards are undetermined.
- UNDEVELOPED COASTAL BARRIERS†**
- Identified 1983
- Identified 1990
- Other Protected Areas
- Floodplain Boundary
- Floodway Boundary
- Zone D Boundary
- Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones.
- Base Flood Elevation Line; Elevation in Feet*
- Cross Section Line
- Base Flood Elevation in Feet Where Uniform Within Zone*
- Elevation Reference Mark
- River Mile

NOTES

This map is for use in administering the National Flood Insurance Program; it does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size, or all planimetric features outside Special Flood Hazard Areas. The community map repository should be consulted for more detailed data on BFEs, and for any information on floodway delineations, prior to use of this map for property purchase or construction purposes.

Areas of Special Flood Hazard (100-year flood) include Zones A, AE, A1-A30, AH, AO, A99, V, VE and V1-V30.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the Federal Emergency Management Agency.

Floodway widths in some areas may be too narrow to show to scale. Refer to Floodway Data Table where floodway width is shown at 1/20 inch.

Coastal base flood elevations apply only landward of 0.0 NGVD, and include the effects of wave action; these elevations may also differ significantly from those developed by the National Weather Service for hurricane evacuation planning.

Corporate limits shown are current as of the date of this map. The user should contact appropriate community officials to determine if corporate limits have changed subsequent to the issuance of this map.

For adjoining panels, see separately printed Map Index.

MAP REPOSITORY
 City Hall
 117 Pine Street
 Bellevue, Idaho 83313
 (Maps available for reference only, not for distribution.)

INITIAL IDENTIFICATION:
 NOVEMBER 23, 1973

FLOOD HAZARD BOUNDARY MAP REVISION:

FLOOD INSURANCE RATE MAP EFFECTIVE:
 AUGUST 1, 1978

FLOOD INSURANCE RATE MAP REVISIONS:
 March 17, 1997

Map revised July 20, 1998 to add base flood elevations, to change special flood hazard areas, to change zone designations, and to incorporate previously issued letter of map revision.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at (800) 638-6620.

APPROXIMATE SCALE IN FEET
 500 0 500

FLOOD HAZARDS SHOWN WITHIN BLAINE COUNTY ARE FOR INFORMATION ONLY. FOR FLOOD INSURANCE PURPOSES REFER TO SEPARATELY PUBLISHED FLOOD INSURANCE RATE MAP.

NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 2 NORTH, RANGE 18 EAST, AND TOWNSHIP 1 NORTH, RANGE 18 EAST.

ELEVATION REFERENCE MARKS

REFERENCE MARK	ELEVATION (FT. NGVD)	DESCRIPTION OF LOCATION
RM1-859	5170.08	From Idaho State Highway 75, west on Broadford Road in Bellevue, Idaho. Approximately 0.3 mile to a bridge over the Big Wood River. Aluminum monument on top of west bank of Big Wood River approximately 10 feet downstream from bridge. Set carsonite marker 2 feet east of monument. Cap is stamped 9339-203.
RM2-859*	5149.33	2-inch chiseled square in the north end of the concrete bridge over the Bellevue Canal on the west side of State Highway 75 located approximately 0.8 mile south of the Bellevue post office. Established by Tudor Engineering Company.
RM3-859	5136.48	Spike with stake in the east face of a power pole on the west side of State Highway 75 located approximately 1.2 miles south of the Bellevue post office, 400 feet south of a dirt road to the west and 1700 feet south of the Bellevue Canal crossing. The stake is designated "TBM No. 470". Established by Tudor Engineering Company.
RM4-859	5122.98	Spike with stake in the east face of a power pole on the west side of State Highway 75 located approximately 1.6 miles south of the Bellevue post office, 2000 feet south of a bend in the highway to the west, and 1300 feet north of a farmhouse. The stake is designated "TBM No. 465". Established by Tudor Engineering Company.
RM5-859	5183.78	Chiseled X on street-side bolt on fire hydrant located at the southwest corner of the intersection of State Highway 75 and Cottonwood Street. (Tudor Engineering Company)
RM6-859	5174.50	Brass cap in the west end of sidewalk along Pine Street in front of the Bellevue Post Office. (Tudor Engineering Company)
RM7-859	5167.69	A 2-inch square on a concrete irrigation box, located on the west side of State Highway 75, approximately 320 feet south along Highway 75 from its intersection with Chestnut Street. (Tudor Engineering Company)
RM8-859	5152.57	Aluminum monument on west bank of a canal, 10 feet upstream from the northerly quadrant of canal bridge approximately 0.1 mile west of Idaho State Highway 75 along Riverview Street, Bellevue, Idaho. Carsonite marker set 2 feet north of monument. Cap is stamped 9339-201.
RM9-859	5169.05	An United States Coast and Geodetic Survey Bench Mark-stamped 5169.051 C 14 1933 located at the northwest corner of the intersection of 2nd Street and Chestnut Street in a localized depression.

NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

CITY OF BELLEVUE, IDAHO
 BLAINE COUNTY

PANEL 859 OF 1950
 (SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
 160021 0859 D

MAP REVISED:
 JULY 20, 1998

Federal Emergency Management Agency

Revised License Agreement

PROPERTY ACCESS AND ALTERATION LICENSE

Effective Date: May 26, 2026

Licensor (Owner): David Donovanick

Licensee (Buyer): Lars Knudsen

Properties: 100 Trout Lane, 200 Trout Lane, Bellevue, ID 83313, and the adjacent river parcel (collectively, the "Properties").

This License Agreement ("License") grants Lars Knudsen permission to access and perform improvements on the Properties subject to the following terms:

1. **Grant of Authority:** Licensor authorizes Licensee to apply for necessary municipal permits, facilitate property improvements, and contract with licensed, bonded, and insured vendors to work onsite at the Properties.
2. **Indemnification & Hold Harmless:** In exchange for this License, Licensee agrees to defend, indemnify, and hold Licensor harmless from and against any and all claims, demands, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of, related to, or resulting from any activities, construction, or work performed on the Properties by Licensee, his agents, employees, or vendors.
3. **Compliance, Liens & Billing:** Licensee ensures all work complies with local building codes. Licensee shall keep the Properties free from any mechanic's or materialman's liens resulting from the work. Licensee shall be responsible for all payment associated with contracted improvements.
4. **No Transfer of Ownership:** This License does not transfer legal title or ownership rights prior to the official closing of the purchase contract. If the purchase contract terminates, this License immediately expires.
5. **Agreement Conflict:** This License is a supplement to the Purchase & Sale Agreement between the parties. If there are any conflicts, the Purchase & Sale Agreement shall prevail.

Licensor Signature: _____ Date: 5/26/26

Licensee Signature: _____ Date: 5/26/26

Archived: Thursday, May 28, 2026 5:30:51 PM
From: [Tony Evans](#)
Mail received time: Thu, 28 May 2026 16:31:08 +0000
Subject: Re: Trout Lane question

It's not clear from this message when Brian spoke to Lars and said to halt work until a flood plain development permit was approved. On Friday, or the following week.

[Tony Tekaroniake Evans](#)
Idaho Mountain Express
<https://www.mtexpress.com/>
office: 208 726-8060
cell: 208 720-4821

From: Christina Giordani <cgiordani@bellevueidaho.us>
Sent: Thursday, May 28, 2026 10:05 AM
To: Tony Evans <tevans@mtexpress.com>
Cc: Brian Parker <bparker@bellevueidaho.us>
Subject: RE: Trout Lane question

Tony,

I instructed Brian Parker, Community Development Director to issue the stop work order. Brian had spoken to the Lars Knudson the responsible party working on the property on Friday and gave a verbal warning to stop work until a Flood Plain Permit was issued. Brian personally observed work being done Tuesday at 2:25pm. Thus, a stop work order was issued yesterday with the remedy as following - Receive Floodplain Development Permit Approval, Work with Staff on Remediation Plan.

I personally received a call specifically about tree removal at the trout lane property. Please reach out to Brian for further information or questions about city complaints.

Thank you!
Christina



Christina Giordani
[Mayor](#)
[City Of Bellevue](#)
Cell: 208.309.6731
115 E. Pine Street
PO Box 825
Bellevue, ID 83313

From: Tony Evans <tevans@mtexpress.com>

Sent: Thursday, May 28, 2026 8:53 AM

To: Christina Giordani <cgiordani@bellevueidaho.us>

Subject: Trout Lane question

Why was a stop work order issued on Trout Lane?

Did the city get any complaints over the Memorial Day weekend?

Thanks,
Tony

[Tony Tekaroniake Evans](#)

Idaho Mountain Express

<https://www.mtexpress.com/>

office: 208 726-8060

cell: 208 720-4821

From: [Lars Knudsen](#)

Mail received time: Thu, 28 May 2026 16:08:14 +0000

Subject: Confirming receipt

Archived: Thursday, May 28, 2026 5:30:54 PM

Good morning Brian.

Can you do me a favor? Can you please confirm you received the letter of authorization from David and I on the property?

The initial one I sent a few days ago, didn't go through and I resent it.

Thanks have a good day.

Yours,

Lars




Archived: Thursday, May 28, 2026 5:30:58 PM

From: [Lars Knudsen](#)

Mail received time: Thu, 28 May 2026 15:42:53 +0000

Subject: Property access and alteration agreement

Attachments:

[2026-05-27 13-02.pdf](#) 

Yours,

Lars


Archived: Thursday, May 28, 2026 5:31:01 PM

From: [Sarah Lurie](#)

Mail received time: Wed, 27 May 2026 18:32:46 -0600

Subject: Tree Removal, Permits & Fire Dept. Involvement at 100/200 Trout Lane

Brian-

I attended the May 26, 2026 City Council meeting online and reviewed the subsequent public comments regarding ongoing site work and tree removal at 100 & 200 Trout Lane (Brabant Subdivision parcels RPB029400110010 and RPB029400110020).

Residents and Councilmember Suzanne Wrede raised significant concerns about compliance with Plat Note 4 (floodplain disturbance limits), riparian setbacks, floodplain ordinances, and the apparent use of city resources (including Bellevue Fire Department personnel and equipment) for private-property tree removal and driveway widening **before the buyer, Lars Knudsen, had closed on the property.**

Mr. Knudsen stated during public comment that he had communicated with the City and received confirmation that the work was **okay** and that the Fire Department required the driveway widening for safety reasons.

This sequence of events has raised several important questions about process, permitting, and the use of public resources.

I respectfully request answers to the following questions and copies of the records listed below:

1. Did you, any member of the Community Development Department, or any other City staff provide **verbal or written authorization** (including email, text, or phone confirmation) to Mr. Knudsen, the current property owners, or their agents to conduct tree removal, driveway widening, grading, or any other site work **prior to closing** and prior to issuance of any permits?
2. Were any permits issued for this work (building permit, grading permit, floodplain development permit, or other)? If yes, please provide copies of the applications, approvals, staff reports, and any conditions of approval. If no, please explain why no permit was required.
3. What role did the Bellevue Fire Department play? Specifically:
 - Was Fire Department personnel and/or equipment (truck, chainsaws, etc.) used to remove trees or perform site work?
 - Was this activity classified as official **training** or any other departmental exercise?
 - Who authorized the Fire Department's involvement?
 - Has the City (or the property owner) reimbursed the Fire Department or general fund for any personnel time, equipment use, or other costs? Please provide any related invoices, agreements, or reimbursement records.
4. Did the City consider or document compliance with Plat Note 4 of the Brabant Subdivision, the City's riparian setback requirements, the 100-year floodplain overlay, or the National Wetlands Inventory mapping for this property before any work began?
5. Please provide a complete timeline of all communications between City staff (including yourself), the Fire Department, Mr. Knudsen, and/or the property sellers regarding this project from the date the property was listed for sale through the issuance of the alleged stop-work order on May 27, 2026.

6. What is the current status of the stop-work order, and what steps must the property owner take to lift it and/or proceed with any further work?

Thank you.

--

Kindly,
Sarah Lurie
Publisher



Archived: Thursday, May 28, 2026 5:31:05 PM

From: [Florence Blanchard](#)

Subject:

I agree. The City should issue a stop work order immediately. Especially if work is continuing without a permit or without a decision regarding removal of the flood plain vegetation.

Sent from my iPad

On May 27, 2026, at 3:26 PM, Suzanne Wrede <swrede@bellevueidaho.us> wrote:

?

All -

I am writing to confirm that the City of Bellevue is aware that clearing of this area is continuing unabated as of video taken at 2:30PM today. The City has yet to produce any documentation that the concerns around this area have been properly evaluated, that any permits have actually been issued or what reports and reviews have been undertaken.

On behalf of all residents, I seek immediate production of all applications, permits and reports that show that this activity meets all required plat notes, ordinances and applicable codes. This is a current project and all of these materials - including the mechanism by which City resources were used for this private project to cut trees and the source of the identification of trees to be destroyed - should be immediately available.

If this project is found to be out of code in anyway, then immediate action is essential for minimizing the damage. ANY questions about plat notes or any other part of this project - especially as raised by residents last evening - should require a stop work order until the City can produce the requested information specifically because these environments are so sensitive. The City cannot undo much of the damage done and what damage can be repaired will come at significant cost.

On behalf of residents who have listed concerns that the City has not addressed and in the interest of ensuring proper protection for residents assets, I request that the City issue a **stop work order for this project until the documentation is provided and the facts can be verified.**

Thank you,

Suzanne Wrede
Bellevue City Council

From: Suzanne Wrede

Sent: Wednesday, May 27, 2026 11:05 AM

To: Christina Giordani <cgiordani@bellevueidaho.us>; Brian Parker <bparker@bellevueidaho.us>

Cc: Evan Stelma <elstelma@ctshelp.net>; Doro Schinella <doroschinella@gmail.com>; Diane Shay <dshay@bellevueidaho.us>; steve@stevesmithphotography.com <steve@stevesmithphotography.com>; fkblanchard@gmail.com <fkblanchard@gmail.com>; naturewalker7@gmail.com <naturewalker7@gmail.com>

Subject: Council Request: Permit List and Supporting Reports for Trout Lane

Dear Mayor Giordani and Community Development Director Parker,

I am requesting a complete list of all permits issued for the Trout Lane development discussed by residents at the 5/26/2026 City Council meeting, specifically parcels RPB029400110010 and RPB029400110020, along with all reports, staff reviews, supporting documents, and materials relied upon in issuing those permits. Please include any related inspections, correspondence, and internal assessments associated with the permitting process.

Bellevue has allocated over \$250,000 to the Community Development Department. With that level of investment, residents should reasonably expect access to basic public-facing services, including a portal where permits, reports, and related documentation can be easily reviewed. The absence of such a system is precisely why I must request these materials directly. I would appreciate an update on the status of this basic resident service, including whether development has begun and when residents can expect this fundamental service to be available.

As an elected member of the Bellevue City Council, I have a statutory and fiduciary obligation to review City actions, ensure compliance with adopted procedures, and respond to resident concerns based on accurate information. To fulfill these duties, I require timely access to the underlying records.

To avoid any misunderstanding: this request concerns official records and administrative actions, not public engagement or discussion formats. Therefore, it cannot be deferred to a town hall or other public meeting. My responsibility to review the City's permitting decisions is independent of any public forum, and timely access to these materials is necessary for me to perform the role voters elected me to carry out.

Please provide the requested documents or confirm the expected delivery date.

Thank you,

Suzanne Wrede

Bellevue City Council