

STREETLIGHT DEDICATION AGREEMENT

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

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

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

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

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

1. Developer is the legal owner of Name subdivision at **Address of Subdivision**.

2. Developer has provided, or will provide, the streetlight(s), pole(s), fixture(s), and appurtenance(s), and electrical service at Address, as depicted on **Exhibit A**. The Garden City Public Works Department hereby approves said streetlight(s), pole(s) fixture(s), and appurtenance(s), and electrical services as providing the equivalent health, safety, welfare and quality characteristics as approved types provided and said streetlights are spaced in accordance with Garden City's Supplement to ISPWC-2017.

3. Developer intends to give, grant, and dedicate to Garden City for perpetual public use as described below the provided and approved streetlight(s), pole(s), fixture(s), and appurtenance(s) at Address, as depicted on **Exhibit A**.

4. The abovementioned streetlight(s) shall be subject to all applicable Department reviews, approvals, and permitting that otherwise would apply to such projects.

5. After the abovementioned streetlight(s) have been provided, approved, and dedicated for public use by the execution of this agreement, it is agreed that Garden City will take responsibility for the monthly billing of electrical services for the streetlight(s).

6. This Agreement shall become effective on the date of execution and shall govern the relations between the parties hereto thereafter. The duration of this Agreement will be

unlimited. However, Developer or City may terminate this Agreement at any time, for any reason, by giving at least fifteen (15) days' notice in writing to the other party. The irrevocable Dedication shall survive the termination of this Agreement and be perpetual and run with the land forever.

7. The Developer agrees to indemnify, defend and hold harmless City, and its officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property to the extent caused by the Developer's negligence or intentional acts or omissions, during the performance of this Agreement by the Developer or the Developer's agents, employees, or representatives. In case any action or proceeding is brought against City or its officers, agents, or employees by reason of or arising out of connection with Developer's negligence or intentionally wrongful acts or omissions during the performance of this Agreement, Developer, upon written notice from City, shall at Developer's expense, resist or defend such action or proceeding.

DATED this _____ day of _____, 2022.

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

By _____
JOHN EVANS, Mayor

DEVELOPER

By: _____
Its: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 20_____, before me the undersigned, a Notary Public in and for said State personally appeared JOHN EVANS and LISA LEIBY known or identified to me to be the Mayor and City Clerk of the City of Garden City, Idaho, that executed the said instrument, and acknowledged to me that such City of Garden City executed the same.

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

*SEAL

NOTARY PUBLIC FOR IDAHO

Residence: _____

My Commission Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20_____, before me the undersigned, a Notary Public in and for said State personally appeared _____ known or identified to me to be the President and Secretary of DEVELOPER that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

*SEAL

NOTARY PUBLIC FOR IDAHO

Residence: _____

My Commission Expires: _____