

Recording Requested By and
When Recorded Return To:

Planning Administrator
Teton County Planning Department
150 Courthouse Drive, Ste. 107
Driggs, Idaho 83422

For Recording Purposes Do
Not Write Above This Line

REZONE DEVELOPMENT AGREEMENT FOR REZONE OF THE SETTLERS PLACE SUBDIVISION

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2025, by and between the Settlers Place, LLC, an Idaho limited liability company, and/or assigns (hereafter “Developer”) and Teton County Idaho, a political subdivision of the State of Idaho (hereafter “County”).

WHEREAS, it is the intent and purpose of the Developer to meet the conditions of approval for the rezoning of the Settlers Place Subdivision, located in the County of Teton, as more particularly described as the Settlers Place Subdivision per the official Plat thereof recorded on January 30, 2024 as Instrument Number 283969 in the records of Teton County, Idaho (the “Property”) from LA-35, Lowland Agriculture to IR, Industrial/Research, as conditionally approved by the Teton County Board of County Commissioners, by written decision on _____, 2025 (the “Rezone”).

WHEREAS, it is the intent and purpose of the Developer and the County to enter into this Agreement that will guarantee the full and satisfactory completion of the required conditions of approval for the Rezone.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Definitions

DEVELOPMENT: The subject of this Agreement, which is designated and identified as the Property, includes all improvements made thereon.

IMPROVEMENT: Any alteration to the land or other physical construction located on or off the Property that is associated with this Development.

OWNER/DEVELOPER: Settlers Place, LLC, the party that owns and is developing said Property and shall include and subsequent owner(s) or developer(s) of the Property.

PROJECT: Modifications and improvements to that parcel described in Exhibit “A”.

2. Condition of Approval of the Rezone.

The Developer previously completed all required off site improvements. However, as part of the zoning change, the County required the Developer to complete a Traffic Impact Study (TIS) wherein infrastructure improvements to mitigate the impact of anticipated or forecasted traffic attributable to the Development at the Hwy 33 and 2000 South intersection were determined to be

a left-turn lane from northbound traffic turning west onto 2000 South. The Developer shall pay to the County a proportionate share of this improvement based on the fraction of traffic estimated at the intersection for the year this Agreement is executed in accordance with traffic counts from ITD Automatic Traffic Counters (ATRs) for Hwy 33 and the estimated traffic generated by the Development as projected in the TIS using the *ITE Traffic Generation Manual* for the known and assumed land uses for the platted lots. The Developer's proportionate share of this improvement shall not exceed \$10,000.00. The County shall hold the funds provided by the Developer for intersection improvements in reserve for up to seven years for use in designing and constructing the recommended traffic impact mitigating improvements. If the County or the State does not construct improvements to the intersection within the seven-year timeline, beginning with the date this Agreement is executed, the funds shall be returned to the Developer with any interest earned by the County in the investment fund wherein the funds were held. If the State of Idaho constructs improvements to the intersection without any funding from the County or others, the County shall reimburse the Developer the full amount of the proportionate share provided by the Developer. If the County constructs improvements to the intersection and receives any grant assistance, such as Federal Aid for local roads, the Developer shall be entitled to a proportionate share of the grant funds and the County shall reimburse the Developer an amount equivalent to the grant percentage of the proportionate share provided by the Developer.

3. Use Provisions.

The Property is being rezoned to the IR, Industrial/Research zone. While this zone is governed in part by the use table provided in the Teton County Land Development Code, the parties wish to provide for additional clarity as to certain use restrictions and allowances. To that end the County and Developer have agreed that the following will constitute uses that are allowed at the Property and uses that are prohibited at the Property. It is the intent of this Agreement that the uses listed below as being allowed are permitted without the further need for any applications, such as a special use permit, or review.

Allowed uses:

- a. Contractors shop: office and yard including but not limited to Cabinetry, Landscaping, Building, Well Drilling, Plumbing
- b. Office or professional business
- c. Park and Ride facility
- d. Print Shop
- e. Storage Units / Storage facility / Truck and Auto storage
- f. Vehicle / Appliance repair
- g. Car wash
- h. Light Manufacturing including metal fabrication and welding
- i. Utilities, Major
- j. Indoor recreation
- k. Outdoor recreation
- l. Employee housing per Teton County Land Development Code.

Prohibited Uses:

- a. Campground R.V. Park
- b. Commercial fuel storage for retail or wholesale distribution
- c. Truck stop
- d. Vehicle sales lot
- e. Veterinary clinic/hospital

- f. Airport / landing strip
- g. Gravel pit
- h. Motorcycle / Racetrack club

4. Remedies.

In the event the Developer fails to perform any of the terms, conditions or obligations in this Agreement or has not resolved a defect or deficiency under this Agreement, the County, at its option, may exercise any rights and remedies it may have under law. Furthermore, the County reserves the right, in its absolute discretion, to revoke the Developer's Rezone. All of the above remedies are cumulative and to the extent not wholly inconsistent with each other, may be enforced simultaneously or separately, at the sole discretion of the County.

5. Default.

If the Developer defaults or fails to fully perform any of its obligations in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Improvements required by this Agreement, the County shall inform the Developer in writing of the specific default or failing.

6. Binding Upon Successors.

This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including County's corporate authorities and their successors in office. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

7. Notices.

All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below or on the third day after being deposited in the United States mail, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, to the address set forth below.

Notices to the County shall be addressed to, or delivered at, the following address:

County of Teton
ATTN: Planning Administrator
Teton County Planning Department
150 Courthouse Drive, Ste. 107
Driggs, Idaho 83422

Notices to the Developer shall be addressed to, or delivered at, the following address:

Charles Gaudet
PO Box 788
Victor, ID 83455

By notice complying with the requirements of this Section, each party shall have the right to change the address for all future notices, but no notice of a change of address shall be effective until received as provided above.

8. Enforcement. The parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, without limitation enforce or compel the performance of this Agreement.

9. Indemnification. The Developer acknowledges and agrees (1) that the County is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the County's issuance of any approvals or acceptances of the Improvements or use of any portion of the Improvements, and (2) that the County's issuance of any approvals or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, or licensees or any third party, against damage or injury of any kind at any time.

10. Amendments or Alterations. All changes, amendments, omissions, or additions to this Agreement shall be in writing and shall be signed by both parties.

11. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

12. Filing. The County shall have this Agreement recorded in the office of the Teton County Clerk and Recorder. The Developer shall reimburse the County for any recording fees.

13. No Conflicts. The County and the Developer hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the County with respect to the approval of this Agreement. The County and the Developer also acknowledge and agree that this Agreement is supported by Teton County Code and Idaho statutes. The County and the Developer agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right.

14. Authority to Execute. The County hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the County Council. The Developer hereby warrants and represents to the County (1) that it is the record owner of fee simple title to the Property, (2) that it has the right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the Property as set forth herein, (3) that all legal action needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (4) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer hereunder will (i) result in a breach or default under any Agreement to which the Developer is a party or to which it or the Property is bound or (ii) violate any statute, law restriction, court order, or Agreement to which the Developer or the Property is subject.

15. Governing Law. This Agreement shall be construed and governed according to the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Teton County, or in the United States District Court for the District of Idaho.

16. Attorney's Fees. Should any litigation be commenced between the parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a court of competent jurisdiction.

17. Effective Date. This Agreement shall become valid and binding only upon its approval by the County Council and its recording in the Teton County Clerk and Records Office; and it shall be effective on the date first written above.

[signature page to follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first above written.

BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, IDAHO

Chairman, Teton County Board
of County Commissioners

STATE OF IDAHO)
) ss:
COUNTY OF TETON)

On this _____ day of _____, 2025, before me, a Notary Public for the State of Idaho, personally appeared _____, Chairman, known to me to be the person whose name is executed above, and acknowledged that he executed the same.

(SEAL)

Notary Public
Residing _____
Commission expires _____

Settlers Place LLC

By: _____
Name: Charles Gaudet
Title: Manager

STATE OF IDAHO)
)
ss: COUNTY OF TETON)

On this _____ day of _____, 2025, before me, a Notary Public for the State of Idaho, personally appeared Charles Gaudet, known to me to be the person whose name is executed above, and acknowledged that he executed the same.

(SEAL)

Notary Public
Residing _____
Commission expires: _____