

## SECTION II – CHECKLIST OF ITEMS REQUIRED ON THE PLAN/PLAT DOCUMENT

### 1. Number of Plans/Plats

- a. Two (2) Preliminary Plats (18” x 27” or 11” x 17”) prepared by a professional land surveyor/engineer**

Badger Aerial Mapping & Surveying, a professional land surveyor in the State of Idaho, prepared a survey Preliminary Plat.

- b. Two (2) Master Plans (18” x 27” or 11” x 17”) prepared by a professional land surveyor/engineer**

Civilize, PLLC, a professional engineer licensed in the State of Idaho, prepared engineering improvement drawings.

### 2. Items on Plan/Plat

- a. Plans and plats are labeled in lower right-hand corner**

Provided as required.

- b. Section(s), Township, Range**

Provided as required.

- c. Accurate angular and lineal dimensions for all lines, angles and curves used to describe boundaries, streets, alleys, and easements areas to be dedicated for public use, and other important features are shown.**

Provided as required.

- d. Identification for all lots and blocks and road names are clearly shown. Lot lines show dimensions in feet and hundreds.**

Blocks and lots depicted along with road names and dimensions in feet and hundredths.

- e. Perimeter subdivision lines are accurately related by distance and bearings to established roads or street lines, or 1/16 section corners, and closures are a minimum of one (1) foot in 5000 feet.**

Perimeter subdivision lines related by distance and bearings to established roads or street lines, or by section corners.

- f. True angles and distances to the nearest established street lines or official monuments are accurately described in the plat and shown by appropriate symbol.**

True angles and distances are accurately described.

- g. Radii, internal angles, points and curvatures, tangents, tangent bearings, chord, chord bearings and the lengths of all arcs are shown.**

Radii, internal angles, points and curvatures, tangents, tangent bearings, chord, chord bearings and the lengths of all arcs are shown.

- h. Accurate location of all monuments and fire protection to be installed, shown by appropriate symbol, and all of the U.S., State, County, or other official benchmarks, monuments, or triangulation stations in or adjacent to the property.**

Accurate location of all monuments and fire protection to be installed, shown by appropriate symbol along with U.S., State, County, or other official benchmarks, monuments, or triangulation stations in or adjacent to the property.

- i. Each lot corner is monumented or witnessed with permanent marker, in accordance with the rules and regulations of the State Board of Registration for professional engineers and land surveyors, and the markers are shown either by legend or separate description on the plat.**

Each lot corner will be monumented upon recordation of the Final Plat in accordance with Idaho Statute.

- j. Accurate boundaries and legal descriptions are given of any easement or area to be dedicated for public use, with the purpose indicated thereon, and of any area to be reserved by deed or covenant for the common use of all property owners or the general public.**

Accurate boundaries and legal descriptions are given for easements and areas to be dedicated for public use, with the purpose indicated thereon.

- k. Vicinity map with any existing subdivisions within 1 mile and all existing road names**

Vicinity map provided along with existing subdivisions and existing road names.

- l. Names of adjoining developments and ownership of surrounding land**

Names of adjoining developments and property ownership provided.

**m. North arrow**

North arrow provided.

**n. Contours**

Contours provided.

**o. Section and incorporation lines in and within 200 feet**

Section and incorporation lines provided in and within 200 feet.

**p. Boundaries and identification of zoning districts**

Zoning districts and boundaries identified.

**q. Building envelopes**

Building envelopes are defined with setback requirements established by the jurisdiction.

**r. Setback requirements**

Setbacks from the jurisdiction are depicted.

**s. Road names**

Road names are provided.

**t. Accurate scale**

An accurate scale is provided presuming the drawing is printed at the correct scale.

**3. Utilities**

**a. Statement in bold letters of proposed water, wastewater, and maintenance services**

Water service is individual well.

Wastewater service is individual subsurface wastewater dispersal system.

**b. Location, width, and information of utility right(s)-of-way and easement(s) (telephone, power, water, sewer irrigation)**

Location and width of utility right(s)-of-way and easement(s) for utilities shown.

**c. Location and approximate depth of active and abandoned wells and all reservoirs in and within 100 feet**

No wells or reservoirs found in and within 100 feet.

**d. Location and sizes of sewers, water mains, culverts, underground facilities in and within 100 feet**

The City of Driggs owns a wastewater force main that runs along the south boundary of the property.

**4. Improvement standards:**

**a. Curbs and gutter, if any**

No curb & gutter proposed.

**b. Trails and pathways - Title 9 Section C-2**

Trails/pathways are provided along W 2000 South and around the periphery of the development.

**c. Public utilities**

The subdivision does not use public utilities for water and sewer. Power will be provided by Fall River Electric.

**d. Water supply and sewage disposal**

Water supply is by individual well for each lot as a domestic exemption.

Sewage disposal is proposed via individual subsurface wastewater dispersal system.

**e. Maintenance and operation of public water and sewer, if any**

There is no public water and sewer proposed.

**f. Fire protection (pond, well, hydrants. etc.)**

One fire protection pond is proposed with turn-out, a dry hydrant, a domestic exemption well to fill the pond, and two pressurized fire hydrants are planned.

**g. Street lighting, if any**

No street lighting proposed.

**h. Public land access**

No public land adjoins the property; therefore, this provision is not applicable.

## **SECTION III: CHECKLIST OF ITEMS REQUIRED IN DEVELOPMENT AGREEMENT AND PROTECTIVE COVENANTS**

### **1. Development Agreement**

A copy of the development agreement is found in the appendix.

### **2. Protective Covenants (CC & Rs)**

A copy of the draft CC & Rs is found in the appendix.

### **3. In case of a PUD**

The development is not a PUD.

## SECTION IV: DESIGN AND IMPROVEMENT STANDARDS

### 1. Design standards:

#### a. Dedication of street public- private

Trestles Road, Brakeman Lane, Switchman Lane, Shortline Road, Searchlight Lane, Railcar Road, and Railroad Way are proposed as a private streets.

#### b. Street and road locations

Street and road locations are shown on the engineering improvement drawings.

#### c. Intersections

Intersections are shown on the engineering improvement drawings. Intersections meet at angle prescribed in the Teton County standards are utilize round-a-bouts.

#### d. Easements and rights-of-way and dedicated entity

Easements and rights-of-way are depicted on the preliminary plat and transferred to the engineering improvement drawings.

#### e. Irrigation easements - Title 8 Section 8-4-4

There are no irrigation easements on the property.

#### f. Blocks are clearly defined on the master plat

The project consists of two blocks.

#### g. Lots

Lots numbers and sizes are shown on the master plan.

#### h. Planting strips and reserve strips

Planting strips and reserve strips are depicted on the engineering improvement drawings.

#### i. Landscaping Plan - Title 9 Section C-3-A

A landscaping plan is applicable to each individual lot.

#### j. Access to public roads/buildings

Access to public roads is onto W 2000 South.

## 2. Maps/Studies/Plans:

### a. Map access routes to public lands/waterways - Title 9 Section C-2-a

No public land or waterways pass through or are adjacent to the any portion of the land.

### b. Overlay Areas mapped - Title 9 Section C-2-b

The westernmost portion of Trestles is included in the Scenic Corridor Overlay, the Wetlands Overlay, and the Natural Resources/Wildlife Habitat Overlay

### c. Wetlands determination, as required - Title 8 Section 8-5-2

As derived from the Teton County GIS mapping and illustrated in the figure below, a portion of Trestles falls within wetlands mapped on the GIS system, though a site-specific wetlands delineation has not been conducted to confirm this designation. There are no residential lots proposed for this portion of the property and the wetlands as mapped are protected by dedicated open space on the preliminary plat.

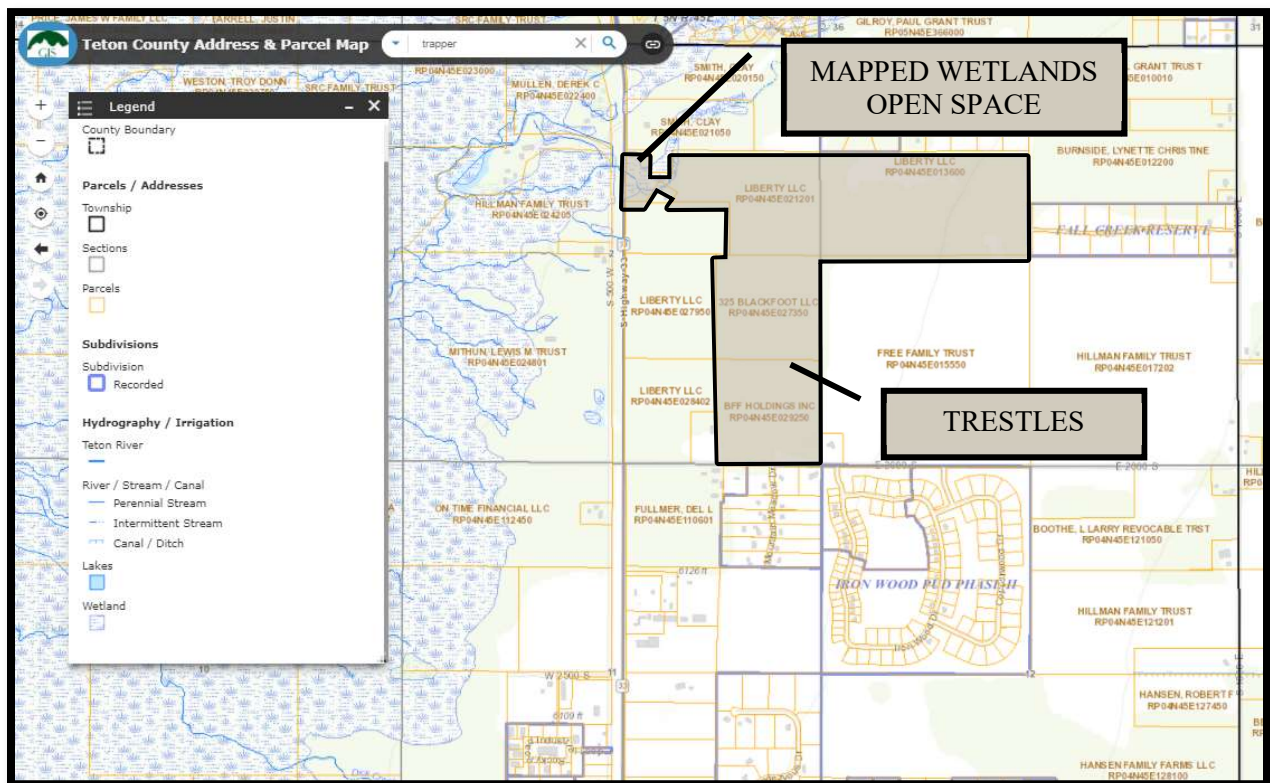


Figure 2: Hydrography and Irrigation per the Teton County GIS Mapping System (2020).

### d. Scenic Corridor, as required - Title 8 Section 8-5-2

The westernmost portion of Trestles falls with the 330' Scenic Corridor for Hwy. 33, although no residential lots are proposed for this portion of the property. Rather, it is dedicated as open space.

**e. Nutrient-Pathogen Study, as required - Title 9 Section C-3-B**

District 7 of the Eastern Idaho Public Health evaluated the soils for four exploration pits and determined the soils were suitable for subsurface wastewater dispersal systems and did not indicate any requirement for a Nutrient-Pathogen study. Refer to the appendix for the communication from District 7. A Nutrient-Pathogen Study was performed, including the Wildfire Subdivision, for the county and is provided under separate cover as part of the application packet.

**f. Flood Hazard areas, as required - Title 8 Section 8-5-2**

As derived from the Teton County GIS mapping and illustrated in the figure below, a portion of Trestles falls within a FEMA Special Flood Hazard Area (SFHA) associated with Spring Creek as depicted on the Teton County GIS system. There are no residential lots proposed for this portion of the property and the floodplain as mapped is protected by dedicated open space on the preliminary plat.

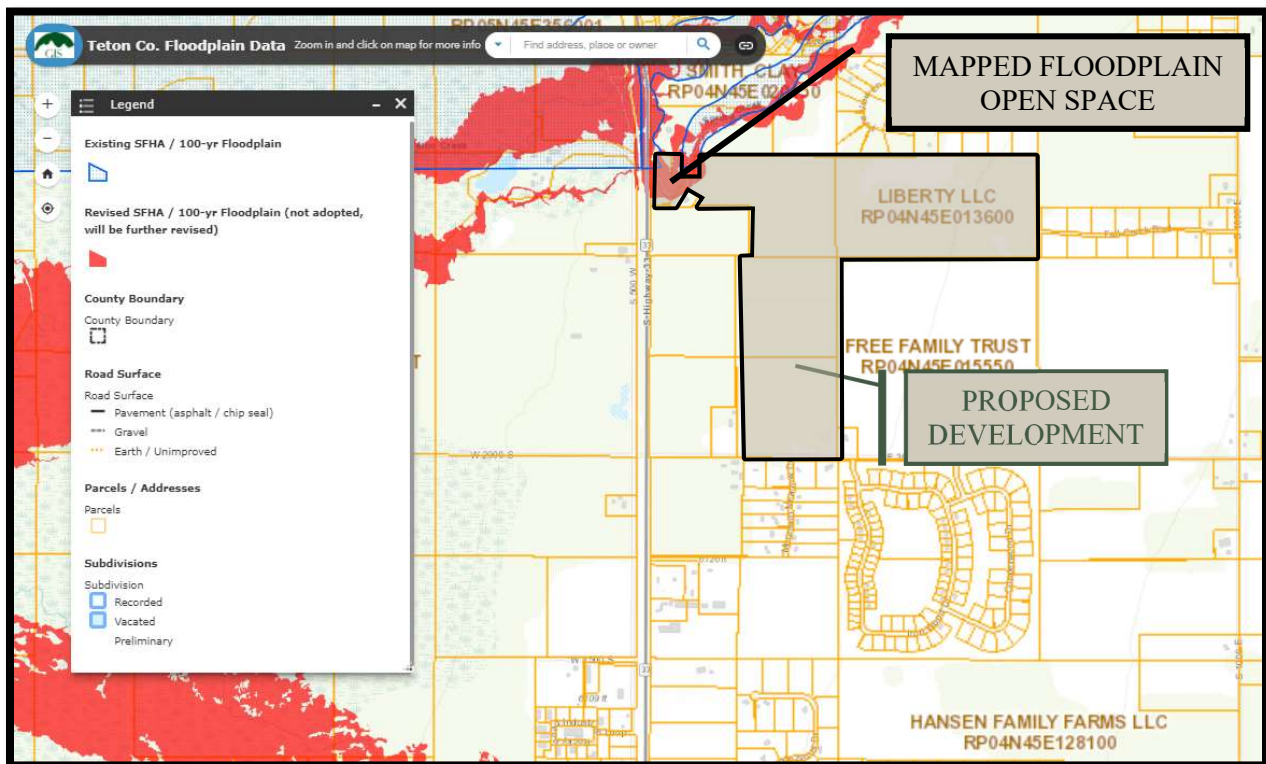


Figure 3: Flood Hazard Mapping from Teton County GIS System (2020).

**g. Geographical Hazards, if any**

No extraordinary geographic hazards are known to be associated with the property. There are other residential developments in the immediate area. This property is subject to the same geographical hazards as those properties.

The site is mapped as “Class 1: Low Liquefaction Susceptibility”, the lowest risk of three categories relating to earthquake hazard.

### h. Sight Line Analysis - Title 9 Section 4-B

The subdivision is not proposed as a PUD.

### i. Natural Resource Analysis - Title 9 Section C-2-b

As derived from the Teton County GIS mapping Trestles does contain lands included in various overlay areas. There are no residential lots proposed for this portion of the property and the floodplain as mapped is protected by dedicated open space on the preliminary plat. A Natural Resources Analysis may be required.

### j. Wildlife Habitat Assessment, as required - Title 9 Section C-2-c

As derived from the Teton County GIS mapping and illustrated in the figure below, a portion of Trestles falls within the Wildlife Habitat Overlay as depicted on the Teton County GIS system. There are no residential lots proposed for this portion of the property and the floodplain as mapped is protected by dedicated open space on the preliminary plat. A Wildlife Habitat Assessment may be required.

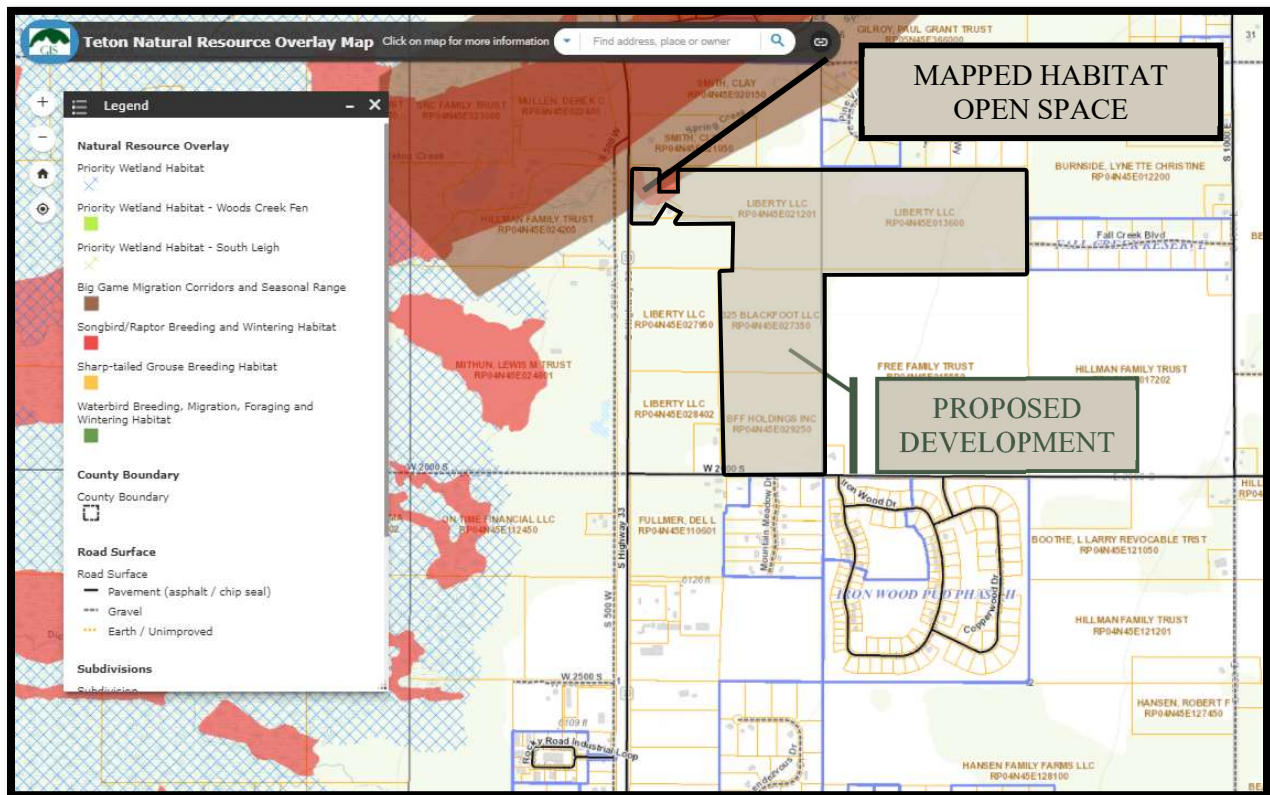


Figure 4: Wetland, Migration Path, and Feeding or Breeding Area Mapping from Teton County GIS (2020).

**k. Hillside Assessment, as required - Title 9 Section C-2-c**

The property does not lie within the Hillside Overlay; therefore, a specific Contour Plan and Grading Plan is not required, nor is a Soils Report, Slope Stabilization and Revegetation Plan, or Building Envelope Location map relevant to the HS Overlay.

**l. Public Services/Fiscal Analysis (twenty lots or more) - Title 9 Section C-4-A**

The proposed development contains 66 residential lots; thus, a Public Services/Fiscal Impact Analysis is required. A Public Services/Fiscal Analysis was prepared and is provided under separate cover as part of the application packet. The Public Services/Fiscal Impact Analysis was a joint analysis including Wildflower Subdivision.

**m. Traffic Impact Study (ten lots or more) - Title 9 Section C-3-D**

The proposed development contains 24 residential lots; thus, a Traffic Impact Study is required. The combined Trestles and Wildflower contains 91 lots. A Traffic Impact Study (TIS) was prepared and is provided under separate cover as part of the application packet. Mitigation measures for existing conditions, prior to the development of Trestles, indicate both left-hand and right-hand turn lanes are warranted on Hwy. 33 for W 2000 South. No additional mitigation measures are warranted. For further information regarding the traffic impact study please see the separate cover as part of the application packet. The Traffic Impact Study was a joint analysis including Wildflower Subdivision.

**n. Natural Resources Impact Mitigation Plan, as required - Title 9 Section C-2-c**

If a Natural Resources Analysis and/or Wildlife Habitat Assessment are indeed required, a Natural Resources Impact Mitigation Plan will be included.

**o. Open Space Management Plan, as required - Title 9 Section C-2-c**

County zoning does not require any open space set-aside for this property. However, the development does include over 12 acres of open space. A preliminary Open Space Management Plan is provided in the appendix.

**p. Facilities Map include existing structures**

The engineering improvement drawings include a Master Plan, Hardscape Plan, Utility Plan, and Grading and Drainage Plan. There are no existing structures.

**q. Written determination signed by a qualified professional that the above condition(s), as applicable, do not exist on the property**

The responses to the above questions as determined from publicly available information, including the mapping prepared by Teton County, represent the professional opinion of the Engineer.

### **3. Other Land Use Applications, as needed:**

#### **a. Scenic Corridor - Title 8 Section 8-5-2**

A portion of the property does lie within the scenic corridor. However, all of the land within the Hwy 33 Scenic Corridor is designated as open space.

#### **b. Zone Change - Title 8 Section 8-3-6**

The Applicant is not proposing any zone change in association with the proposed development.

#### **c. Conditional Use Permit - Title 8 Section 8-6-1**

The Applicant is not proposing any use at this time that would require a Conditional Use Permit.

#### **d. Variance - Title 8 Section 8-8-1**

The Applicant is not proposing any variances in association with the proposed development.

#### **e. Other: \_\_\_\_\_.**

Not applicable.

## SECTION V: CHECKLIST OF REQUIRED ITEMS/INTERAGENCY COORDINATION

### 1. Correspondence Required:

#### a. Financial “Letter of Intent”

A financial “Letter of Intent” is provided in the appendix.

#### b. Letters of Preliminary Approval:

##### ▪ [Fire Marshall](#)

The engineering improvement drawings have been submitted to the Fire Marshall for review and he has accepted the proposed plan.

##### ▪ [DEQ, if applicable](#)

Because there are no public water or sewer systems proposed, there is no requirement from DEQ to review and comment on the proposed development.

##### ▪ [Irrigation District/Canal Company](#)

The proposed development does include an easement for irrigation in Trestles II as well as a portion of Spring Creek. The irrigation easement is preserved on the preliminary plat and Spring Creek is protected by open space.

##### ▪ [Idaho Public Health Department:](#)

District 7 of the Idaho Public Health Department has conducted soil testing on the property and indicated its suitability for installation of subsurface wastewater dispersal systems. The project has been submitted to them for review and comment.

- Property not requiring DEQ approval  
Project does not require DEQ approval. A letter from the Idaho Public Health Department will be provided in the appendix.
- Property with DEQ involvement or unique concerns identified by Public Health Department  
Property does not require DEQ approval.

##### ▪ [“Will Serve Letter” from the City, if applicable](#)

The City is not providing utility services, therefore a “will serve letter” is not applicable.

### 2. Infrastructure Improvement Plans:

Two (2) copies of preliminary infrastructure improvement plans:

### **a. Fire Suppression**

One fire suppression pond is provided which provides the required volume of water required for fire retention.

### **b. Water System, if any**

There is no public water system.

### **c. Sewer System, if any**

There is no public sewer system.

### **d. Storm and Erosion Plan**

A Grading and Drainage Plan is provided in the engineering improvement drawings with calculations for stormwater runoff from the roadway for the 100-Year, 24-Hour storm event.

### **e. Landscaping Plan**

A Landscaping Plan is applicable to each individual lot.

## **3. Roads:**

### **a. Road Access Permit (Road and Bridge Department)**

Access to the development is from a roadway owned by Teton County. A permit for encroachment or an access has already been obtained from the Road and Bridge Department.

### **b. Intent for County Road Improvements (Board of County Commissioners)**

The Applicant has no intent for the County regarding road improvements.

### **c. Description to assure adequate funds for maintenance of roads within the development**

The roads within the subdivision will be maintained by the HOA as described in the CC & Rs.

### **d. Two (2) copies of preliminary road plans prepared by a registered Idaho Civil Engineer including at a minimum the following:**

- [Pavement/gravel design including necessary cross sections](#)

The road design and cross sections appear in the engineering improvement drawings.

The street layout complies with the County standards for a local road consistent with an ADT between 150 and 400 vehicles per day. The proposed ROW is 60' and the proposed road width is 24 feet with one ten-foot travel lane in each direction and a two-foot shoulder on each side of the road.

Minor collector roads differ from major collectors in that these routes should be “spaced at intervals consistent with population density to accumulate traffic from local roads and bring all developed areas within reasonable distances of collector roads; provide service to the remaining smaller communities, and link the locally important traffic generators with their rural hinterland” (AASHTO, 2004).

Although the designation of a minor collector is not based on ADT, major collectors in Teton County as defined in Figure 2 generally have a traffic volume ranging from 150 to 400 vehicles per day. The road standard for minor collectors in Teton County, Idaho is shown in Table 5 below, while the cross-section may be viewed in Figure 6.

Table 5. Minor Collector Standard

Lane Width (ft)	Shoulder Width (ft)	Road Width (ft)	ADT (veh/day)	Speed Limit (mph)
10	2	24	150-400	35-45

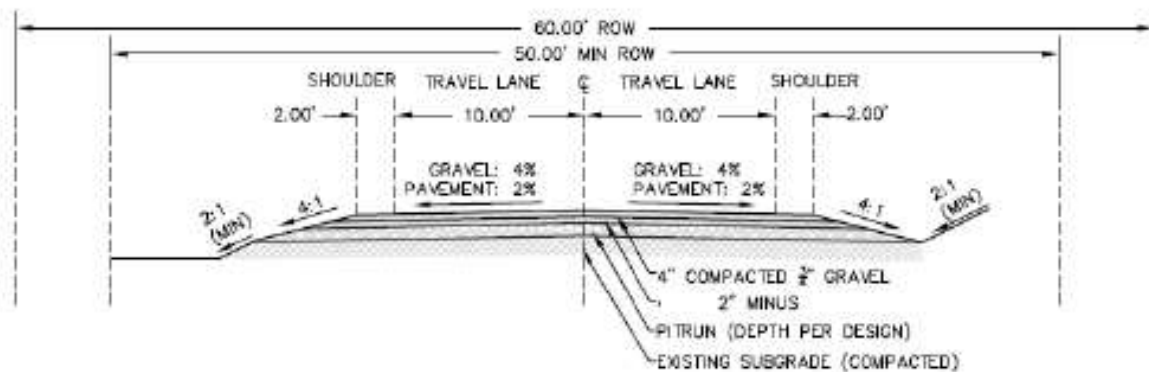


Figure 6. Minor Collector Cross-Section

Each dead-end road includes a cul-de-sac with a 50-foot radius to accommodate emergency response vehicles.

- [Road will be constructed at a minimum of eight \(8\) ft. from the edge of the roadway easement to the nearest edge of traveled way](#)

The design is compliant.

- [Cross-section of pavement and turn around](#)

Cross-sections provided along with plans for turnarounds in the engineering improvement drawings.

- [Cut and fill cross section sheets indicating sections spaced in consideration of gradient of the road](#)

Cut and fill cross sections are not provided.

- [Plan and Profile and typical cross sections of roads and turn-arounds, Plan and Profile should be based at a minimum in consideration of gradient of the road](#)  
Plan & Profile sheets are provided.
- [Road system for un-platted portions of the property](#)  
All of the property is platted.
- [Easements dedicated to the public/Arterial and Collector roads are platted to appropriate separate entities](#)  
No interconnectivity to adjacent parcels is proposed, therefore, there are no easements platted to separate entities.
- [Mailboxes and pullouts](#)  
Mailboxes are planned for a common area near the front of the development.
- [Fire pullouts](#)  
A pullout is provided for the fire pond.
- [Bridges preliminary design](#)  
There are no bridges in the project.
- [\(See Teton County Highway and Street Guidelines road specifications for further information.\)](#)  
Acknowledged.

#### 4. Water Rights:

- **Evidence that development will not interfere with existing agriculture water rights and access for maintenance.**

There is an existing easement for irrigation. This easement is preserved on the preliminary plat.

# APPENDIX A

## Most Recent Deed(s)

**GRANT DEED**

FOR VALUE RECEIVED, **BFF Holdings, Inc., a Utah corporation**, Grantor, does hereby grant to **071500 LLC, a Wyoming limited liability company**, Grantee, whose address is 436 Forest View Dr. Driggs, Id., the following described property situated in Teton County, Idaho: 83422

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or otherwise appertaining, including water rights, and all estate, right, title and interest in and to the said property.

SUBJECT TO: Taxes and assessments for the current year and future years; reservations in patents; all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions and other matters that may appear in the records of the recorder of the county in which said property is located; and any matters that would be revealed by an accurate survey or inspection of said property.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed this 26<sup>th</sup> day of July, 2021.

GRANTOR:

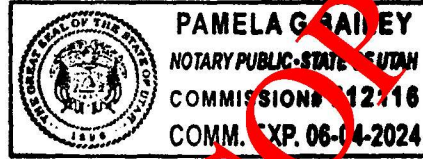
**BFF HOLDINGS, INC., a Utah corporation**

By: [Signature]  
Name: Thomas E. Muir  
Title: President

STATE OF Utah )  
 ) ss.  
County of Salt Lake

This record was acknowledged before me on July 6, 2021, Thomas E. Muir as President of BFF Holdings, Inc., a Utah corporation.

Pamela G. Bailey  
Signature of Notary Public  
**RECEIVED**



(stamp)

JUN 29 2021

My Commission Expires: June 4, 2024

**NOT A LEGAL COPY**

**EXHIBIT A****LEGAL DESCRIPTION**

PART OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$  SECTION 2, TOWNSHIP 4 NORTH, RANGE 45 E.B.M., TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:  
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 2;  
THENCE N. 89°24'04" W. ALONG THE SOUTH LINE OF SAID SECTION 2, 1,327.76 FEET TO A POINT;  
THENCE N. 00°12'00" E. 556.34 FEET TO A POINT;  
THENCE N. 00°14'30" W. 103.60 FEET TO A POINT;  
THENCE N. 89°24'04" W. 12.30 FEET TO A POINT;  
THENCE N. 00°17'13" W. 662.67 FEET TO A POINT;  
THENCE S. 89°24'00" E. 1,327.76 FEET TO A POINT;  
THENCE S. 00°19'48" E. 1,322.67 FEET TO THE POINT OF BEGINNING.

**NOT A LEGAL COPY**

**Instrument # 275831**

TETON COUNTY, IDAHO  
05-13-2022 14:46:00 No. of Pages: 4  
Recorded for: THORNTON BYRON LLP  
KIM KEELEY Fee: \$15.00  
Ex-Officio Recorder Deputy, Kim Keeley  
Index to: DEED, WARRANTY

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

THORNTON BYRON LLP  
3101 W. MAIN, SUITE 200  
PO Box 7156  
BOISE, ID 83707-1156  
208-344-8600

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(SPACE ABOVE LINE FOR RECORDER'S USE)

**WARRANTY DEED**

**NOT A LEGAL COPY**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

THORNTON BYRON LLP  
P.O. Box 7156  
BOISE, IDAHO 83707-1156

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**WARRANTY DEED**

For Value Received, 325 Blackfoot LLC, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto Darby Development, Inc., an Idaho corporation ("Grantee"), whose current address is 851 Paiute Street, Driggs, Idaho 83422, all of its right, title and interest in and to that certain real property located in Teton County, Idaho, more particularly described on Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises with its appurtenances unto Grantee and its heirs and assigns forever. And Grantor does hereby covenant and with Grantee that Grantor is the owner in fee simple of the said premises; that the said premises is free from all encumbrances except the current year's taxes, levies and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

IN WITNESS WHEREOF, Grantor has hereunto subscribed his name to this instrument effective the 10<sup>th</sup> day of May, 2022.

Grantor:

325 Blackfoot LLC

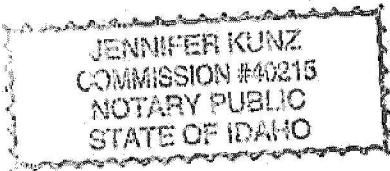
By: Karin Wertheim  
Karin Wertheim, Manager

NOT A LEGAL COPY

STATE OF IDAHO )  
SS.  
COUNTY OF TETON )

On this 10<sup>th</sup> day of May, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Karin Wertheim, known or identified to me to be the Manager of 325 Blackfoot LLC, the Idaho limited liability company that executed the foregoing instrument, and the person whose name is subscribed to the within instrument, and acknowledged to me that such Idaho 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.



*Jennifer Kunz*  
\_\_\_\_\_  
Notary Public, State of Idaho  
Residing at: Victor, Idaho  
My commission expires: March 14, 2023

**NOT A LEGAL COPY**

**EXHIBIT A  
LEGAL DESCRIPTION**

**PARCEL 1:**

THE NE1/4 SE1/4 SECTION 2, TWP. 4N., RNG. 45E., B.M., TETON COUNTY, IDAHO  
BEING FURTHER DESCRIBED AS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 2, S 00°19'48"E, 1322.67  
FEET TO A POINT;

THENCE N 89°24'00"W, 1327.76 FEET TO A POINT;

THENCE N 00°17'13"W, 1322.67 FEET TO A POINT;

THENCE S 89°23'57"E, 1326.76 FEET TO THE POINT OF BEGINNING.

**PARCEL 2: (EASEMENT ESTATE)**

TOGETHER WITH A 60 FOOT WIDE ACCESS AND UTILITY EASEMENT BEING  
FURTHER DESCRIBED AS:

FROM THE E1/4 CORNER OF SECTION 2, TWP. 4N., RNG. 45E., B.M., TETON  
COUNTY, IDAHO S 00°19'48"E, 1322.67 FEET TO THE POINT OF BEGINNING;

THENCE N 89°24'00"W, 60.00 FEET;

THENCE S 00°19'48"E, 1322.67 FEET TO A POINT ON THE COUNTY ROAD W 2000 S;

THENCE S 89°24'04"E, 60.00 FEET TO A POINT;

THENCE N 00°19'48"W, 1322.67 FEET TO THE POINT OF BEGINNING.

NOT A LEGAL COPY

First American Title Company

GRANT DEED

FOR VALUE RECEIVED, **BFF Holdings, Inc.**, a Utah corporation, Grantor, does hereby grant to **Liberty, LLC**, a Nevada limited liability company, Grantee, whose address is **11629 S 700 E #125, Draper, UT 84020**, the following described property situated in Teton County, Idaho:

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all and singular the tenements, hereditament, and appurtenances thereunto belonging, or otherwise appertaining, including water rights, and all estate, right, title and interest in and to the said property.

SUBJECT TO: Taxes and assessments for the current year and future years; reservations in patents; all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions and other matters that may appear in the records of the recorder of the county in which said property is located; and any matters that would be revealed by an accurate survey or inspection of said property.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed this 8 day of June, 2021.

GRANTOR:

**BFF HOLDINGS, INC.**, a Utah corporation

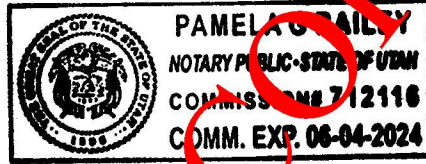
By:   
Name: Thomas E. Muir  
Title: President

STATE OF Utah )  
 ) ss.  
County of Salt Lake

This record was acknowledged before me on JUNE 8, 2021, Thomas E. Muir as President of BFF Holdings, Inc., a Utah corporation.

Pamela G. Bailey  
Signature of Notary Public

(stamp)



My Commission Expires: 6-4-2024

**NOT A LEGAL COPY**

**EXHIBIT 'A'****LEGAL DESCRIPTION:****PARCEL 1:**

**THAT PART OF THE SW1/4 SE1/4, SECTION 2, TWP 4N, RNG 45E, B.M., TETON COUNTY, IDAHO, LYING EAST OF THE STATE HIGHWAY 33 RIGHT-OF-WAY, LESS PARCEL 2, BEING FURTHER DESCRIBED AS:**

**COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 2; THENCE S 89°24'04" E, ALONG THE SOUTH LINE OF SAID SECTION 2, 176.79 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY OF STATE HIGHWAY 33, SAID POINT BEING THE POINT OF BEGINNING; THENCE N 00°07'58" E, ALONG THE EAST LINE OF SAID RIGHT-OF-WAY, 1322.58 FEET, TO A POINT ON THE NORTH LINE OF THE SE1/4 SW1/4; THENCE S 89°24'00" E, 1142.27 FEET, TO THE NE CORNER OF THE SE1/4 SW1/4; THENCE S 00°17'13" E, 662.67 FEET, TO THE NE CORNER OF PARCEL 2; THENCE N 89°24'04" W, 330.00 FEET, TO THE NW CORNER OF PARCEL 2; THENCE S 00°17'13" E 660.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SE1/4 SW1/4; THENCE N 89°24'04" W, 821.96 FEET, TO THE POINT OF BEGINNING.**

**PARCEL 2:**

**TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO SECTION 2: S1/2 NE1/4,**

**LESS AND EXCEPTING THEREFROM THE EXISTING RIGHT-OF-WAY FOR STATE HIGHWAY 33 AND RAILROAD RIGHT-OF-WAY ALONG THE WEST BOUNDARY,**

**ALSO LESS AND EXCEPTING THEREFROM:**

**A PART OF THE SW1/4 NE1/4 SECTION 2, TOWNSHIP 4N, RANGE 45E, B.M., TETON COUNTY, IDAHO BEING FURTHER DESCRIBED AS:**

**FROM THE NW CORNER OF THE SW1/4 NE1/4 OF SAID SECTION 2, S. 00°14'49"E. (DEED CALL: SOUTH), 661.00 FEET ALONG THE WEST LINE OF HIGHWAY 33 RIGHT-OF-WAY AND N. 89°45'13"E (DEED CALL: EAST), 455.00 FEET TO THE POINT OF BEGINNING; THENCE N. 33°00'00"E, 300.00 FEET TO A POINT; THENCE S. 57°00'00"E. 267.94 FEET TO A POINT; THENCE S. 33°00'00"W., 161.77 FEET TO A POINT; THENCE WEST, 300.00 FEET TO A POINT; THENCE NORTH, 30.00 FEET TO A POINT OF BEGINNING.**

**ALSO LESS AND EXCEPTING THEREFROM: COMMENCING AT A POINT 540 FEET WEST OF THE NE CORNER OF THE SW1/4 NE1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, AND RUNNING THENCE SOUTH 300 FEET; THENCE WEST 290 FEET; THENCE NORTH 300 FEET; THENCE EAST 290 FEET TO THE POINT OF BEGINNING.**

**ALSO LESS AND EXCEPTING THEREFROM: A PART OF THE S1/2 NE1/4 SECTION 2, TOWNSHIP 4N, RANGE 45E, B.M., TETON COUNTY, IDAHO BEING FURTHER DESCRIBED AS:**

**COMMENCING AT A POINT WHERE THE EAST RIGHT OF WAY LINE OF THE EXISTING STATE HWY 33 CROSSES THE SOUTH LINE OF THE SW1/4 NE1/4 OF SAID SECTION 2, WHICH POINT IS APPROXIMATELY 176.5 FEET EAST OF THE SW CORNER OF THE NE1/4 OF SECTION 2, AND RUNNING THENCE EAST ALONG THE QUARTER SECTION LINE 1320 FEET; THENCE NORTH 660 FEET; THENCE WEST, PARALLEL TO THE QUARTER SECTION LINE, 1320 FEET MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF HWY 33; THENCE SOUTH ALONG THE EAST RIGHT OF WAY LINE A DISTANCE OF 660 FEET TO THE POINT OF BEGINNING.**

**PARCEL 3:**

**A PART OF THE NW 1/4 SE 1/4 SECTION 2, TWP. 4N, RNG. 45E., B.M., TETON COUNTY, IDAHO BEING FURTHER DESCRIBED AS: FROM THE C 1/4 CORNER OF SAID SECTION 2 S89 23'57"E, 194.19 FEET TO THE POINT OF BEGINNING; THENCE S 89 23' 57" E, 1132.57 FEET TO A POINT; THENCE S 00 17' 13" E, 1322.67 FEET TO A POINT; THENCE N 89 24' 00" W, 1142.27 FEET TO A POINT ON THE EAST LINE OF STATE HWY 33; THENCE ALONG SAID EAST LINE N 00 07'58" E, 1322.58 FEET TO THE POINT OF BEGINNING.**

**PARCEL 4:**

**TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO SECTION 1: S1/2 NW1/4; TOGETHER WITH A 30 FOOT EASEMENT FOR INGRESS AND EGRESS ALONG THE WEST SIDE OF THE SW1/4 OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO.**

First American Title Company

GRANT DEED

FOR VALUE RECEIVED, **BFF Holdings, Inc.**, a Utah corporation, Grantor, does hereby grant to **Liberty, LLC**, a Nevada limited liability company, Grantee, whose address is **11629 S 700 E #125, Draper, UT 84020**, the following described property situated in Teton County, Idaho:

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all and singular the tenements, hereditament, and appurtenances thereunto belonging, or otherwise appertaining, including water rights, and all estate, right, title and interest in and to the said property.

SUBJECT TO: Taxes and assessments for the current year and future years; reservations in patents; all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions and other matters that may appear in the records of the recorder of the county in which said property is located; and any matters that would be revealed by an accurate survey or inspection of said property.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed this 8 day of June March, 2021.

GRANTOR:

**BFF HOLDINGS, INC.**, a Utah corporation

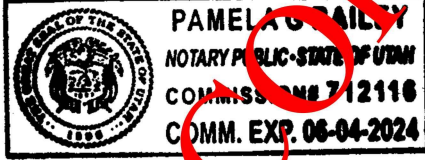
By: [Signature]  
Name: Thomas E. Muir  
Title: President

NOT A LEGAL COPY

STATE OF Utah )  
 ) ss.  
County of Salt Lake

This record was acknowledged before me on June 8, 2021, Thomas E. Muir,  
President of BFF Holdings, Inc., a Utah corporation.

Pamela G. Bailey  
Signature of Notary Public



(stamp)

My Commission Expires: 6-4-2024

NOT A LEGAL COPY

## EXHIBIT 'A'

## LEGAL DESCRIPTION:

## PARCEL 1:

THAT PART OF THE SW1/4 SE1/4, SECTION 2, TWP 4N, RNG 45E, B.M., TETON COUNTY, IDAHO, LYING EAST OF THE STATE HIGHWAY 33 RIGHT-OF-WAY, LESS PARCEL 2, BEING FURTHER DESCRIBED AS:

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LESS AND EXCEPTING THEREFROM THE EXISTING RIGHT-OF-WAY FOR STATE HIGHWAY 33 AND RAILROAD RIGHT-OF-WAY ALONG THE WEST BOUNDARY,

ALSO LESS AND EXCEPTING THEREFROM:

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# APPENDIX B

## Concept Approval



**MINUTES**  
**PLANNING & ZONING COMMISSION**  
**PUBLIC HEARING**  
**September 14, 2021**  
**STARTING AT 5:00 PM**

**LOCATION: 150 Courthouse Dr, Driggs, ID 83422**  
**1st Floor Meeting Room**

**Commissioners Present:**

Jack Haddox  
J.A. Michelbacher  
Taylor Cook  
Rebeca Nolan  
Commissioner Erica Tremblay -- **Absent**  
Commissioner Timothy Watters -- **Absent**  
Commissioner Wyatt Penfold -- **Absent**

**Staff Present**

1. Chairman Business

**Item #1. – SCENIC CORRIDOR: Jolley Scenic Corridor Hearing** The applicants are requesting approval for Scenic Corridor review for placement of an Accessory Dwelling Unit (ADU) “angled towards the road.” The property is located on the west side of Highway 33 north of the city of Victor between 5000 and 6000 south, accessed from 500 west. The parcel is just under an acre and a half in size.

**Legal Description:** RP04N45E264952; TAX #5756 SEC 26 T4N R45E

Mr. Chase reviewed the request for location of an Accessory Dwelling Unit (ADU) in the Scenic Corridor on a parcel north of Victor with access from 500 W. The applicant provided a photo of the proposed building and a site plan for location on the site. He did comment on the white color of the proposed unit that is on the high scale of reflective colors.

The applicant was not present to make a presentation.

**COMMISSION DELIBERATION:**

The Commission had no concerns with the application other than the color of the home proposed and suggested the applicant consider a different shade for the exterior if possible.

**MOTION:** Having found that the proposed development for the Jolley property is consistent with the Teton County development ordinances, specifically Title 8-5-2-D, I move to approve the Scenic Corridor Permit with the following conditions of approval:

1. All structures require a Teton County Building Permit and must comply with the Teton County Building Code.
2. An exterior color sample be provided to the Bldg Dept.
3. An adequate landscaping plan be provided in accordance with the applicable County code.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taylor Cook, Commissioner
<b>SECONDER:</b>	Rebeca Nolan, Commissioner
<b>AYES:</b>	Jack Haddox, Chairman, J.A. Michelbacher, Vice Chairman, Taylor Cook, Commissioner, Rebeca Nolan, Commissioner
<b>ABSENT:</b>	Erica Tremblay, Commissioner, Timothy Watters, Commissioner, Wyatt Penfold, Commissioner

**Item #2. – SCENIC CORRIDOR: Miller Scenic Corridor Hearing** The applicant is requesting approval for Scenic Corridor review for construction of a two car garage with a two bedroom residential use above and have provided a site plan. They describe that the building will not be the main residence and will use earth tones for color. The property is located on the east side of Highway 32 north of Felt Townsite and is just under 20 acres in size.

**Legal Description:** TAX #5675 SEC 29 T7N R45E; RP07N45E293007

Mr. Chase explained the Scenic Corridor application to construct a garage on their property on Hwy 332 just north of Felt Townsite. He discussed the access approved from the highway and the proposed front setback located well beyond the 50" setback required.

The applicant was not present for the hearing.

**COMMISSION DELIBERATION:**

The Commission had no issues with the application.

**MOTION:** Having found that the proposed development for the Roger and Connie Miller property is consistent with the Teton County development ordinances, specifically Title 8-5-2-D, I move to approve the Scenic Corridor Permit with the following condition of approval: 1. All structures require a Teton County Building Permit and must comply with the Teton County Building Code.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Jack Haddox, Chairman
<b>SECONDER:</b>	J.A. Michelbacher, Vice Chairman
<b>AYES:</b>	Jack Haddox, Chairman, J.A. Michelbacher, Vice Chairman, Taylor Cook, Commissioner, Rebeca Nolan, Commissioner
<b>ABSENT:</b>	Erica Tremblay, Commissioner, Timothy Watters, Commissioner, Wyatt Penfold, Commissioner

**Item #3. – PUBLIC HEARING: K Ranch Subdivision Concept Hearing** K Ranch LLC has submitted an application for a 29 lot subdivision on 74.95 acres located on E 8500 S in Victor. The land is zoned Ag/RR 2.5 and is in the Big Game Migration Corridor overlay. The lots will range in size from 2.5 acres to 2.77 acres each.

**Legal Description:** RP03N45E122401; TAX #6586 SEC 12 T3N R45E

Mr. Taylor recused himself due to the conflict with his employer. Therefore, there would not be sufficient Commissioners to make a quorum. The City Victor has requested the Commission withhold a decision until they have had a chance to review the application with their Planning Commission and provide their comments.

**MOTION:** I move to continue the application to the September 28th Planning and Zoning Commission agenda in order to take comment from the City of Victor Planning and Zoning Commission on the proposal.

<b>RESULT:</b>	<b>TABLED [3 TO 0]</b>	<b>Next: 9/28/2021 5:00 PM</b>
<b>MOVER:</b>	J.A. Michelbacher, Vice Chairman	
<b>SECONDER:</b>	Jack Haddox, Chairman	
<b>AYES:</b>	Jack Haddox, Chairman, J.A. Michelbacher, Vice Chairman, Rebeca Nolan, Commissioner	
<b>ABSENT:</b>	Erica Tremblay, Commissioner, Timothy Watters, Commissioner, Wyatt Penfold, Commissioner	
<b>RECUSED:</b>	Taylor Cook, Commissioner	

**Item #4. – PUBLIC HEARING: B&W Ranch Estates Subdivision Concept Hearing** Curt Behle & Karin Wertheim have submitted an application for a 24 lot subdivision on 80.2 acres located on W 2000 S in Driggs. The land is zoned A/RR 2.5 and has no overlays. The lots vary in size from 2.5 acres to 5 acres each. There are no overlays or floodplain on the parcel.

**Legal Description:** RP04N45E029250; TAX #6132 SEC 2 T4N R45E and RP04N45E027350; TAX #7324 SEC 2 T4N R45E AG BREAKOFF

Mr. Chase reviewed the application for a 24 lot subdivision on 80 acres located on W 2000 S with no Natural Resource Overlays so no additional studies would be required other than a Traffic Impact Study and a Fiscal Impact Analysis. He commented that the City of Driggs submitted a letter today even though the application is not located in the Area of Impact. The City was concerned with the high density impact on transportation and they suggested a pedestrian pathway link to the existing public bike path in Driggs. He also mentioned that the applicant will have to provide a traffic impact analysis.

Mr. Curt Behle, applicant, commented they have received approval from EIPH on septic and they are working with Public Works to establish the access from W 2000 S. He also commented he is working with TVTAP to see about a pathway connection. He discussed his efforts to hook into the City of Driggs septic system without success. Regarding fire suppression, he believed they would be installing a fire pond as the closest subdivisions do not have an above ground fire suppression system. He commented they would have that resolved prior to the Preliminary Plat submittal

**PUBLIC COMMENT:**

Ms. Penny Vasquez, local resident, commented she was in favor of the project and felt the developer had done a good job with the lot sizes increase on the back portion of the subdivision. She felt since it does meet the current Code requirements it should be approved.

Ms. Gwen Heilesen, adjacent property owner, commented that the property is a wildlife corridor and she has witnessed these animals passing through for years. She was also concerned with the new septic systems that will be required if they do not hook up to City of Driggs sewer line and concerned with the weeds growing until people build in the subdivision.

Ms. Jan Brown, adjacent property owner, commented she is concerned with her lots' location in relation to the proposed subdivision and maintaining her access.

**APPLICANT REBUTTAL:**

Mr. Behle commented he will continue to work with the City of Driggs regarding connection to City sewer, but he cannot force the City to allow it. Regarding wildlife, he commented he is aware of the wildlife in the area and will try and mitigate the impact on the migration corridors. He also commented he would not be using the existing easement adjacent to Ms. Brown.

**COMMISSION DELIBERATION:**

Mr. Michelbacher was concerned with the amount of septic systems due to the allowance of an ADU. It means there may be up to 48 septic systems on the property.

**MOTION:** Having concluded that all the Criteria for Approval of a Concept Plan found in Title 9-3-2-B can be satisfied, I move to APPROVE the Concept Plan for B&W Ranch Estates subdivision as described in the application materials submitted June 25, 2021 and as supplemented with additional applicant information attached to this staff report with the following conditions:

- 1) Traffic Impact Analysis and Fiscal impact study be provided prior to Preliminary application;
- 2) Fire pond determination be made;
- 3) The correct acreage be established on the Preliminary site plan.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Rebeca Nolan, Commissioner
<b>SECONDER:</b>	Taylor Cook, Commissioner
<b>AYES:</b>	Jack Haddock, Chairman, J.A. Michelbacher, Vice Chairman, Taylor Cook, Commissioner, Rebeca Nolan, Commissioner
<b>ABSENT:</b>	Erica Tremblay, Commissioner, Timothy Watters, Commissioner, Wyatt Penfold, Commissioner

**Item #5. – PUBLIC HEARING: Canyon Wren Subdivision Preliminary Hearing** Nelson Engineering, on behalf of Brian Maw, has submitted an application for an 8 lot subdivision on a 20.05 acre parcel of land approximately 1.3 miles west of the City of Victor on W 9500 S. Proposed lots would each be 2.5 acres. The parcel is zoned as A/RR 2.5

**Legal Description:** RP03N45E155850; TAX #6782 SEC 15 T3N R45E

Mr. Taylor recused himself due to the conflict with his employer. Therefore, there would not be sufficient Commissioners to make a quorum. The City Victor has requested the Commission withhold a decision until they have had a chance to review the application with their Planning Commission and provide their comments.

**MOTION:** I move to continue the application for Canyon Wren Preliminary Plat to the September 28th hearing.

<b>RESULT:</b>	<b>TABLED [3 TO 0]</b>	<b>Next: 9/28/2021 5:00 PM</b>
<b>MOVER:</b>	Rebeca Nolan, Commissioner	
<b>SECONDER:</b>	J.A. Michelbacher, Vice Chairman	
<b>AYES:</b>	Jack Haddox, Chairman, J.A. Michelbacher, Vice Chairman, Rebeca Nolan, Commissioner	
<b>ABSENT:</b>	Erica Tremblay, Commissioner, Timothy Watters, Commissioner, Wyatt Penfold, Commissioner	
<b>RECUSED:</b>	Taylor Cook, Commissioner	

**Item #6. – PUBLIC HEARING: Spur Hill Patent Subdivision Preliminary Hearing** Joseph Montesano is proposing a 4 lot subdivision on 240 acres located north of Driggs on W 2500 N in the Agriculture - 20-Acre Min. Lot Size zone. The lots will range from 30 acres to 90 acres each. The parcel is located in the Priority Wetland Habitat Overlay.

**Legal Description:** RP05N45E152400; W2NE4, NW4 SEC 15 T5N R45E

Mr. Chase reviewed the application for a 4 lot subdivision on 240 acres located on W 2500 N with A-20 zone and lots ranging from 30 acres to 90 acres each. It is in a Priority Wetland overlay and the applicant has prepared a Wetlands Delineation and a Natural Resource Analysis submitted with this application. He also commented on the potential connection to the Rails to Trails pathways plan. The applicant is not considering providing a link on his property as he would rather leave that decision to the future owners. He also discussed the fire pond access from N 2000 W and commented EIPH has approved the septic application based on the proposed building envelopes. He suggested the applicant request an NP Waiver or do and NP study based on the overlays.

Mr. Leavitt, applicant's business partner, commented the Rails to Trails pathway connection was discussed in the initial pre-app and the applicant felt it should be dealt with by the individual lot owners, especially since there are no other links to connect to on adjacent properties.

Mr. Michelbacher asked about the phasing proposed in the Development Agreement and Mr. Levitt commented the 2nd phase is for the electric installation on the last two lots.

**PUBLIC COMMENT:**

Ms. Penny Vasquez, local resident, spoke in favor of the large lots proposed in the subdivision that might allow small farms to exist. She pointed out that vegetables or landscape plans could easily be grown on small acreages like the ones proposed.

Mrs. Sarah Montessano, wife of applicant, commented the intent of the subdivision was to promote the possibility for small farms.

**COMMISSION DELIBERATION:**

The Commission had no issues with the application.

**MOTION:** Having concluded that the Criteria for Approval of a Subdivision Preliminary Plat found in Title 9-3-2(C-8) can be satisfied, I move to recommend APPROVAL of the Preliminary Plat for Spur Hill Patent subdivision as described in the application materials submitted June 25, 2021 and as supplemented with additional applicant information attached to this staff report with the conditions:

- 1) A fire pond location be defined on the Final Plat;
- 2) The applicant submit an application for an NP Waiver.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	J.A. Michelbacher, Vice Chairman
<b>SECONDER:</b>	Jack Haddox, Chairman
<b>AYES:</b>	Jack Haddox, Chairman, J.A. Michelbacher, Vice Chairman, Taylor Cook, Commissioner, Rebeca Nolan, Commissioner
<b>ABSENT:</b>	Erica Tremblay, Commissioner, Timothy Watters, Commissioner, Wyatt Penfold, Commissioner

## ADJOURN

### MOTION: Adjourn 6:50 PM

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	J.A. Michelbacher, Vice Chairman
<b>SECONDER:</b>	Taylor Cook, Commissioner
<b>AYES:</b>	Jack Haddox, Chairman, J.A. Michelbacher, Vice Chairman, Taylor Cook, Commissioner, Rebeca Nolan, Commissioner
<b>ABSENT:</b>	Erica Tremblay, Commissioner, Timothy Watters, Commissioner, Wyatt Penfold, Commissioner



## CONCEPT PLAN REVIEW PUBLIC HEARING

**BY:** Civilize Engineering  
**FOR:** Trestles (Revised) Subdivision  
**WHERE:** Hwy 33 & 2000 S  
**PREPARED FOR:** Planning and Zoning Commission  
Public Hearing of April 12, 2022

**APPLICANT & OWNER:** Liberty, LLC & 325 Blackfoot LLC

**ENGINEER/SURVEYOR:** Civilize Engineering & Liberty, LLC (Quinn Lite & Curt Behle)

### OVERVIEW:

This is a revised submittal of two separate subdivisions (Trestles Subdivision and Ember Ridge Subdivision) that have previously undergone Concept Reviews before the Planning and Zoning Commission. From a master planning perspective, this combined effort will result in a more thorough and cumulative review.

Trestles Subdivision was reviewed and approved by the Planning and Zoning Commission September 14, 2021. Ember Ridge Subdivision was a proposal for 44 lots reviewed at the March 8, 2022 Planning Commission meeting and continued to the June 14<sup>th</sup> meeting until an access to the subdivision could be established. Trestles Subdivision has revised its layout to provide access to Ember Ridge and fully incorporate that proposal. This proposal is the new, combined application for those two subdivisions for a Concept Review. The subdivision name will be Trestles (the name Ember Ridge will not be used).

The revised Trestles Subdivision includes 4 parcels for a total of 216.53 acres south of the City of Driggs on Hwy 33 and 2000 S. The zoning for these four parcels is A/RR 2.5. Because this abuts Hwy 33, a portion of the northern most parcel is within the Scenic Corridor. Spring Creek runs through the north-western portion of the property and therefore places part of the property within a priority wetland habitat and waterways and wetlands overlay. Additionally, a portion of this property is within the Big Game Migration Corridor and Songbird/ Raptor Breeding and Wintering Grounds. Access for this development is proposed off of S 2000 E.

### APPLICABLE COUNTY CODE:

Subdivision Concept Plan Review pursuant to Title 9, Chapter 3 Teton County Subdivision Ordinance, (revised 5/16/2013) including 9-3-C-2-B for concept review, Teton County Comprehensive Plan (A Vision & Framework 2012-2030).

### LEGAL DESCRIPTION:

RP04N45E029250, RP04N45E027350, RP04N45E021201 and RP04N45E013600

**LOCATION:** Hwy 33 and 2000 S

**ZONING DISTRICT:** A-2.5 Agriculture/ Rural Residential

**PROPERTY SIZE:** 4 parcels totaling 216.53 acres

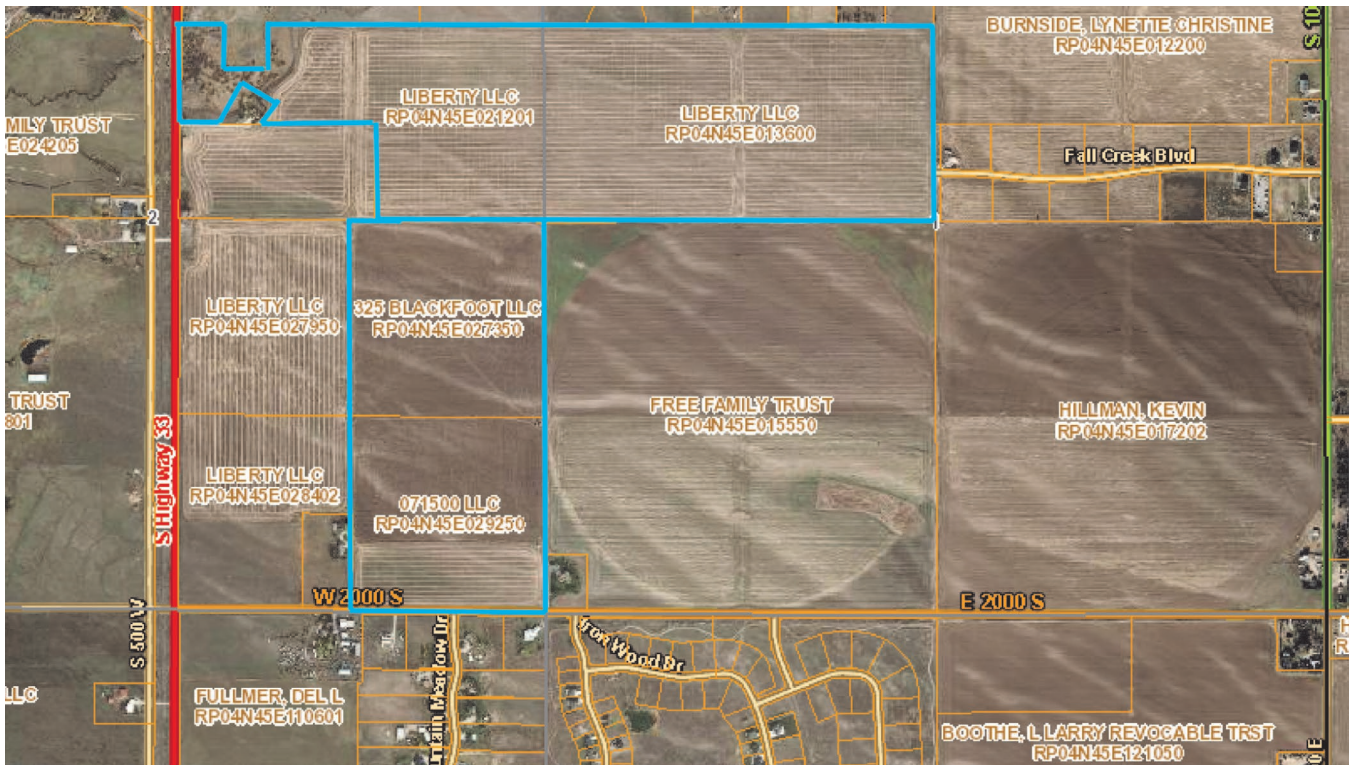


Figure 1. Vicinity map



Figure 2. Aerial Image

The aerial image above shows the existing agricultural nature of the property and surrounding properties. Spring Creek runs through the north-western portion of the property.





Figure 5. Overlays

This image indicates the presence of priority wetland habitat, Big Game Migration Corridor, and Songbird/ Raptor Breeding and Wintering Habitat



Figure 6. Scenic Corridor

**PROJECT DESCRIPTION**

The project consists of 4 parcels that include 216.83 acres. The proposed 68 residential lots range from 2.5 to 5.0 acres which meets the minimum 2.5-acre zoning requirement.

Lot 42 is a 10.81-acre lot of proposed open space, which would encompass the areas of overlays. Lot 43 is a 1.35 acre proposed open space with a fire pond (near the west end of the proposed Concept). There is another open space near Lot 34 that is not labelled but presumably around 2.5 acres in size.

The property is surrounded by similar zoning on each side, and the neighboring piece of property, also owned by Liberty LLC is proposing a second, separate subdivision: Wildflower Reserve.

**PROJECT BACKGROUND**

The first step in the subdivision process is a Concept Plan Review (9-3-2B). Because the proposed subdivision is more than 10 lots and contains overlays, a public hearing before the Teton County Planning and Zoning Commission is required. A pre-application form was received and reviewed on December 1, 2022. A second pre-application conference was held in March to discuss the potential revisions.

Both the former Ember Ridge Subdivision and Trestles Subdivision underwent a Concept Review and public hearing before the Planning and Zoning Commission. Because of the revisions and because Ember Ridge did not yet receive approvals, the combined subdivision proposal was referred back for Concept Review.

**PROPOSED LAYOUT**

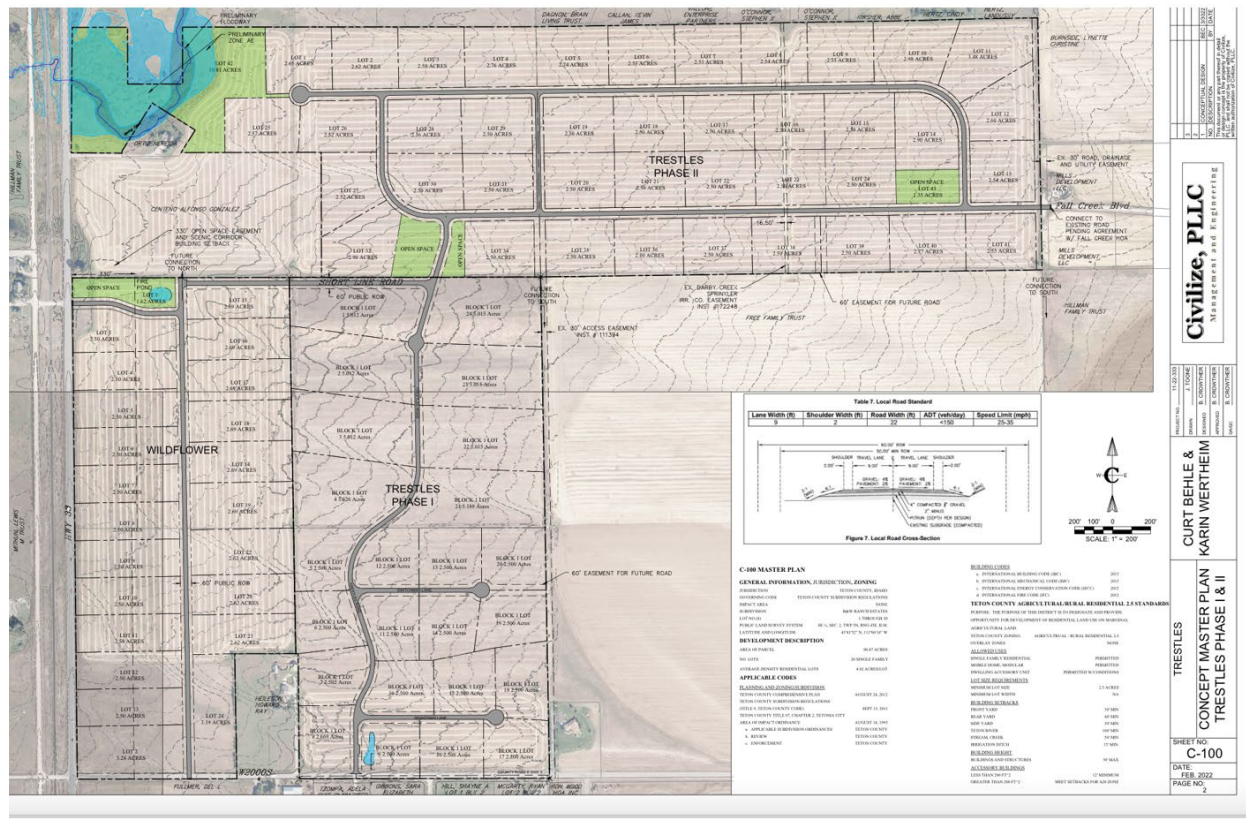


Figure 7. Concept Plan Proposal

Note: Wildflower Reserve is still a separate subdivision proposal (passed concept approvals in March 2022).

**OVERVIEW OF CONCEPT APPROVAL**

A Concept review with the Planning Administrator or Planning and Zoning Commission is the required first step in the development process. The purpose of this review is to:

1. Acquaint the applicant with the procedural requirements of Title 9
2. Provide for an exchange of information regarding the applicant’s proposed development ideas and the regulations and requirements of Title 9, the Master Plan, and other subdivision requirements
3. Advise the applicant of any public sources of information that may aid the applicant or the application, and identify policies and regulations that create opportunities or pose significant restraints for the proposed development
4. Review the sketch plans, if any, and provide the applicant with opportunities to improve the proposed plan in order to mitigate any undesirable project consequences

5. Review the compatibility with nearby land uses, either proposed or existing
6. Provide general assistance by County staff on the overall design of the proposed development

### **KEY ISSUES**

The Planning Department and applicant held a pre-application meeting to discuss the application and answer questions regarding the process and requirements. The County has solicited comments from other agencies and has received comments from the following entities.

- **ROADS & UTILITIES:** Public Works has reviewed this application. Please see the full attachment. General comments are as follows:
  - The applicant will need to obtain an Access Permit from Road & Bridge. Minimum 300 feet separation between access points is desired. The proposed access point is directly across from an existing driveway and appears to meet County requirements.
  - This application will require a Traffic Impact Study for anticipated full build out (68 lots with the potential for 2 units per lot unless otherwise stipulated in CC&Rs).
  - Typical section does not show design depth for 2" minus or pit run. Typically this is 4" thick for a 2-inch minus and 8" thick for the pit run section.
  - A second access point is required per Code Section 9-4-1-J.1. This application suggests connection to the proposed Wildflower Reserve Subdivision to the west. The applicant should provide proof of intent to allow connectivity from Wildflower Reserve Subdivision. Access directly from SH 33 to Wildflower Reserve has been denied by ITD.
  - The application also suggests another access point in the north east corner of the proposed subdivision through existing Fall Creek Reserve Subdivision. The submitted concept plan leads one to believe this is a possible access point. The road is shown on the Fall Creek Reserve Plat as Private. Proof of permission from Fall Creek Reserve HOA should be provided. This access point is desirable in terms of general connectivity and traffic flow.
  - This subdivision will significantly increase the volume of traffic on E 2000 S. Off-site improvements at the intersection of SH 33 and E 2000S are recommended as a condition of approval. SH 33 will have turn lanes installed through BUILD grant funding. The proposed grant improvements do not include improvements on E 2000 S. Addition of a dedicated right and left turn west bound lands are recommended as a condition of approval.
- **FIRE PROTECTION:** The proposal for more than two lots triggers a requirement for a fire suppression system. The Fire Marshal has reviewed and had a few notes of concern:
  - A pressurized water source is preferred to limit the need of additional fire ponds in the adjacent and future developments in the area in the Teton County.
  - Additional and secondary access shall be joint approval with Teton County Road and Bridge and the Fire District to include any requested access for future development.
- **WASTEWATER TREATMENT:** The applicant will need to complete and submit an EIPH subdivision application before the Preliminary Plat Review stage. Please coordinate directly with EIPH. Please note that previous submittals for Trestles Subdivision will not be accepted for the entire proposal since the revisions were made.
- **PLANS & STUDIES:** Because of the aforementioned overlays on this property, a Natural Resources Analysis and Wildlife Mitigation study will be required before preliminary plat review. Additionally, the floodplain may require additional analysis if any development is proposed there (currently it is not). Because of the number of proposed lots, a Public Service / Fiscal Analysis will be required as well as a Traffic Impact Study to include potential full buildout (68 lots but a potential of 136 units).

**SPECIFIC REQUIREMENTS FOR PUBLIC HEARING NOTICE**

Idaho Code, Title 67, Section 67-6509, 67-6511, 67-6512, and Title 9, Section 3-2-(B-2) of the Teton County Code. The public hearing for the Planning & Zoning Commission was duly noticed in the Teton Valley News on March 23 and March 30, 2022.

**COMMENTS FROM NOTIFIED PROPERTY OWNERS AND PUBLIC AT LARGE**

Staff received a letter from the City of Driggs expressing concerns about the impacts from this development as it relates to parks and open space, connectivity and trails, housing and traffic. Please see the attached letter.

## CRITERIA FOR APPROVAL

For the approval of Concept Review of a proposed subdivision (9-3-2(B-4)), the County shall consider the objectives of Teton County Title 9, application materials, and in a general way, at least the following:

**Objective:** 1. The conformance of the subdivision with the Comprehensive Plan

**Applicant Comment:**

The proposed development with 68 lots on 216.83 acres is consistent with this definition

In addition, the development is compatible with the five goals outlined in the 2012 Comprehensive Plan.

**1. Our Community Envisions a Sustainable Future for Teton County We will strive to: Establish a vibrant, diverse and stable economy.**

The proposed development contemplates allowing single family homes on larger lots which encourages settlement of families and a middle-class workforce that contributes to the vibrant, diverse and stable economy.

**2. Create and maintain a well-connected, multi-modal network of transportation infrastructure to provide convenient and safe mobility for all residents, visitors and businesses.**

The proposed development is situated just south of the City of Driggs and within a mile of the major transportation corridor, Hwy. 33, traversing the Teton Basin from north to south. As such, the development takes advantage of the existing major collector roads while exerting minimal impact on the existing transportation system.



**3. Preserve natural resources and a healthy environment, which are essential for creating viable future economic and recreational opportunities for all users.**

As proposed, the development complies with the existing zoning of 2.5 acres which allows for the preservation of natural resources and maintains a healthy outdoor environment for the residents.

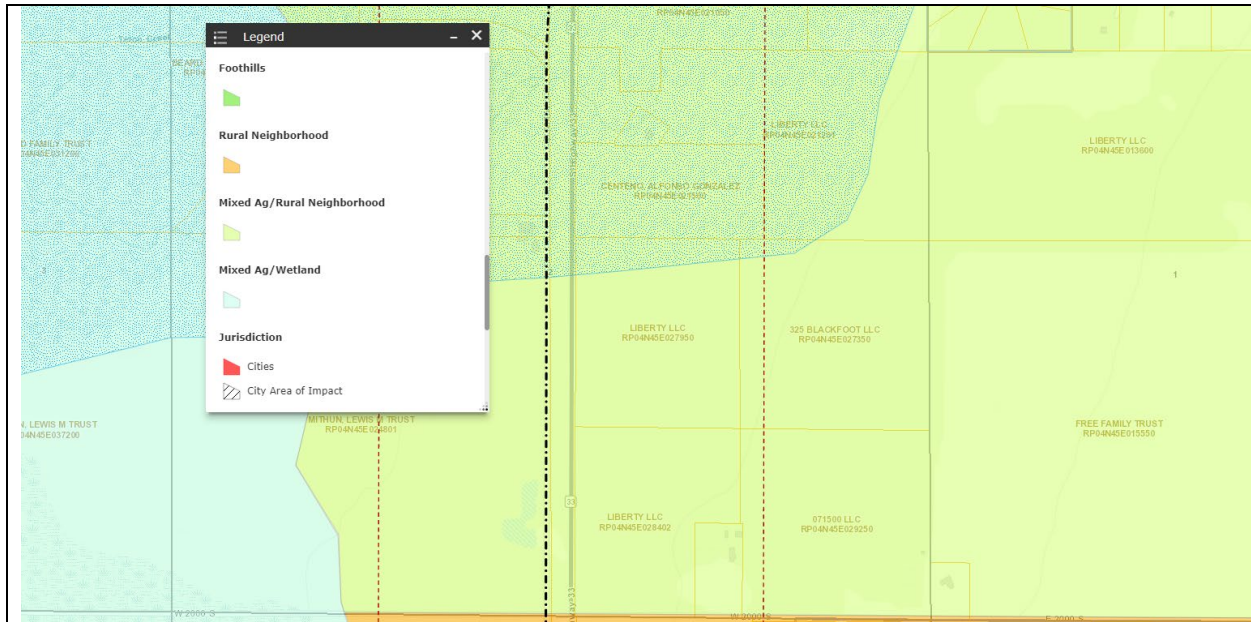
**4. Contribute to our strong sense of community by providing quality facilities, services and activities to benefit the community.**

The proposed development is in close proximity to the City of Driggs and the future residents will participate in the activities and events of the that community.

**5. Maintain, nurture and enhance the rural character and heritage of Teton Valley.**

In keeping with the character of the community, the lots are larger lots and the architectural design of the homes will reflect the rural character and heritage of the Teton Valley.

**Staff Comment:** Under the 2012-2030 Comprehensive Plan Framework, *this proposed development is within the Mixed Ag/ Rural neighborhood character area*. This character area is predominantly rangeland and agricultural land and has high scenic qualities. It should provide “visual separation and a distinct edge between the city and the more rural area to the south.” Future character use is low to medium (where appropriate) residential density. Under the proposed Land Development Code update, this area would fall in the Rural Residential category which, as proposed, would utilize a 20-acre average density.



The surrounding properties are currently agricultural. While this proposal is for 68 lots, the entire big picture of development occurring at 2000 S with full build-out (with allowed accessory dwelling units) would more than likely not align with the vision of the comprehensive plan for that character area.

**Objective:** 2. The availability of public services to accommodate the proposed development.

Applicant Comment:

### Availability of Public Services to Accommodate the Proposed Development.

Given the location of the proposed development, just east of Hwy. 33 and adjacent to E 2000 South, the property is readily accessible. Emergency service and public services have ready access to the property. The property is accessible by the school buses, emergency vehicles, and fire trucks. Central water and sewer are not available.

Staff Comment:

Transportation Department (ITD) should review the preliminary plat for any needed improvements at the intersection of Hwy 33 and E 2000 S. If connection to Fall River Reserve is proposed, an agreement for access should be provided at the preliminary plat application.

**Objective:** 3. The conformity of the proposed development with the Capital Improvements Plan (CIP).

Applicant Comment:

### Conformity of the Proposed Development with the Capital Improvements Plan.

According to the 2021 Capital Improvements Plan, E 2000 South is scheduled for pavement maintenance in 2021.

Staff Comment:

All applicable impact fees based on the Impact Fee Program (2008 CIP) will be assessed at the time of building.

**Objective:** 4. The public financial capability of supporting services for the proposed development.

Applicant Comment:

## Public Financial Capability of Supporting Services for the Proposed Development.

The proposed development does not extend the physical distance necessary to receive supporting services such as police, fire protection ambulance, or school buses. Rather, the development is located just south of the City of Driggs and within one mile of the major highway bisecting the Valley. The location of the development is right where one would prefer development to occur to minimize the impact to supporting public services.

### Staff Comment:

A Public Impact/ Fiscal Analysis study will be required for the Preliminary Plat Application. A public amenity that has been discussed recently in this context is parks / open space. Without any public amenities built into these larger subdivision proposals, more impact will be driven to the City of Driggs' public parks and spaces.

**Objective:** 5. Other health, safety, or general welfare concerns that may be brought to the County's attention.

### Applicant Comment:

No health, safety or general welfare concerns outside of those experienced by any other county resident are known to be associated with the proposed development.

### Staff Comment:

The staff has not identified any health, safety, or general welfare concerns with this proposed subdivision outside of the previously discussed impacts of larger-scale developments. There does not appear to be any development in the floodplain.

### RECOMMENDATION FROM STAFF:

The applicants are participating in a stakeholder meeting with County Staff, City of Driggs Staff, Teton County Board of County Commissioners, Teton County Planning Commissioners and nonprofit stakeholders to discuss amenities and potential project impacts. Staff recommends including agreed upon amenities and concepts from that discussion into the preliminary plat application. Staff also recommends investigating the PUD process for Hillman Farms Subdivision and Free Ranch Subdivision for greater clustering and open space.

### CONDITIONS OF APPROVAL

1. Finalize and obtain approval from Fall Creek HOA for any access and connection to Fall Creek Blvd if that will be a possible connection. Again, this is desirable from a connectivity perspective.
2. Investigate a pressurized fire suppression system. Please coordinate with staff if additional guidance is required. Once finalized, label fire suppression locations on the preliminary plat.
3. Label the open space lot in between (currently labeled) Lots 32 and 33. As it stands, the total area of this project is 216.53 acres and there is approximately 14.66 acres of proposed open space, most of which is near Spring Creek on the western corner of the property. That would be approximately 6.7% of the total project dedicated to open space or green space. *Staff would recommend this be reconsidered and revised to include more open and communal spaces dispersed throughout the development or increased in size to include more meaningful uses.*
4. Studies for the Preliminary Plat will need to be completed – Natural Resource Analysis and Wildlife Habitat Assessment, as well as Fiscal Impact Analysis and Traffic Impact Study with the anticipation of a full build-out of the subdivision (including any accessory dwelling units), and fiscal impact analysis; *If possible, staff recommends that these two studies (Fiscal Impact Analysis and Traffic Impact Study)*

*incorporate Trestles Subdivision, Wildflower Reserve Subdivision, Hillman Farm Subdivision and Free Ranch Subdivision to full build out potential. This should incorporate individual proposal impacts as well as the cumulative impact from all proposals. A combined study will be a cost saving to the applicant. Please coordinate with staff if there are questions on what these studies should include.*

5. Work with EIPH for a subdivision application and approvals before a Preliminary Plat application. The process for EIPH will need to start over, as the previously approvals were for Trestles without the additional lots. A Nutrient Pathogen Study may be required.
6. Receive review from ITD at Preliminary Plat to ensure intersection mitigation and improvements. Teton County Staff will coordinate this review.

#### **PLANNING & ZONING COMMISSION ACTIONS**

- A. Approve the Concept Plan, with the possible conditions of approval listed in this staff report, having provided the reasons and justifications for the approval.
- B. Approve the Concept Plan, with modifications to the application request, or adding conditions of approval, having provided the reasons and justifications for the approval and any modifications or conditions.
- C. Deny the Concept Plan application request and provide the reasons and justifications for the denial.
- D. Continue to a future PZC Public Hearing with reasons given as to the continuation or need for additional information.

#### **MOTIONS**

The following motions could provide a reasoned statement if a Commissioner wanted to approve or deny the application:

#### **APPROVAL**

Having concluded that the Criteria for Approval of a Subdivision Concept Plan found in Title 9-3-2(B-4) can be satisfied (with the inclusion of the following conditions of approval: ...)

- I move to APPROVE the Concept Plan for Trestles Subdivision as described in the application materials submitted March 23, 2022, and as updated with additional applicant information attached to this staff report.

#### **DENIAL**

Having concluded that the Criteria for Approval of a Subdivision Concept Plan found in Title 9-3-2(B-4) have not been satisfied, I move to DENY the Concept Plan for Trestles Subdivision as described in the application materials submitted March 23, 2022, and as supplemented with additional applicant information attached to this staff report. The following could be done to obtain approval:

1. ...

#### **CONTINUATION**

I move to continue the public hearing for Trestles Subdivision Concept Plan in order to obtain additional information from the applicant or other agencies to the following hearing date and time...

Prepared by: Jade Krueger, Senior Planner

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#### **ATTACHMENTS:**

- |                                     |  |
|-------------------------------------|--|
| 1. Application (3 pages)            | 4. Letter from the City of Driggs (2 pages dated 4/5/22) |
| 2. Application Narrative (29 pages) | 5. Fire Marshall letter (1 page dated 4/4/22)            |
| 3. Concept Master Plan (1 page)     | 6. Engineer Review (1 page)                              |

**End of Staff Report**



**MINUTES  
PLANNING & ZONING COMMISSION  
PUBLIC HEARING  
April 12, 2022  
STARTING AT 5:00 PM**

**LOCATION: 150 Courthouse Dr, Driggs, ID 83422  
1st Floor Meeting Room**

**Commissioners Present:**

J.A. Michelbacher  
Erica Tremblay  
Timothy Watters  
Wyatt Penfold  
Rebeca Nolan

**Staff Present**

Jade Kreuger  
Sharon Fox

1. Approval of Minutes

• **Tuesday October 26, 2021**

<b>RESULT:</b>	<b>ACCEPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Wyatt Penfold, Commissioner
<b>SECONDER:</b>	Timothy Watters, Commissioner
<b>AYES:</b>	J.A. Michelbacher, Chairman, Erica Tremblay, Commissioner, Timothy Watters, Commissioner, Wyatt Penfold, Commissioner, Rebeca Nolan, Commissioner

• **Tuesday November 9, 2021**

<b>RESULT:</b>	<b>ACCEPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Erica Tremblay, Commissioner
<b>SECONDER:</b>	Timothy Watters, Commissioner
<b>AYES:</b>	J.A. Michelbacher, Chairman, Erica Tremblay, Commissioner, Timothy Watters, Commissioner, Wyatt Penfold, Commissioner, Rebeca Nolan, Commissioner

2. Chairman Business

Mr. Michelbacher commented he will not be in town for the May meeting and possibly the June meeting and asked the Vice Chairman, Wyatt Penfold, to conduct the meeting in his place.

Mr. Michelbacher also informed the Commission that the BoCC has appointed two new Planning Commissioners who are Lindsey Love and Wade Kaufman. They will be starting at the next meeting in May.

3. Administrator Business

Ms. Krueger commented there will be a new Planner starting in May and she will be transitioning into the Planning Administrator job in the next month.

Ms. Krueger also commented on the volume of applications that are still coming in. She informed the Commission of a tracking spreadsheet the new Administrative Assistant has compiled and informed the Commission that 33 new applications have been received in Q1 and applications are not slowing down yet.

**Item #1. – SCENIC CORRIDOR: Evans Scenic Corridor Review** Doug Evans has submitted an application for a Scenic Corridor Review for an Accessory Dwelling Unit on the property owned by Sendero Estates LLC at 4435 N. Highway 33 near Hatch's Corner.

**Legal Description:** RP05N45E028098; TAX #5624 SEC 2 T5N R45E

Ms. Krueger reviewed the application for a home in the Scenic Corridor at 4435 N. Hwy 33 and talked about the existing garage that went through the same application process before construction. She commented on the exterior of the proposed home that will match the existing garage and explained the landscape buffer already in place.

The applicant was not available for comment.

**COMMISSION DELIBERATION:**

The Commission complimented the design and the exterior siding as well as the existing landscaping and had no issues with the application.

**MOTION:** Having found that the proposed development for Sendero Estates LLC is consistent with the Teton County development ordinances, specifically Title 8-5-2-D, I move to approve the Scenic Corridor Permit with the following conditions of approval: 1. All structures require a Teton County Building Permit and must comply with the Teton County Building Code.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Timothy Watters, Commissioner
<b>SECONDER:</b>	Erica Tremblay, Commissioner
<b>AYES:</b>	J.A. Michelbacher, Chairman, Erica Tremblay, Commissioner, Timothy Watters, Commissioner, Wyatt Penfold, Commissioner, Rebeca Nolan, Commissioner

**Item #2. – PUBLIC HEARING: McCollum Subdivision Concept Plat Hearing** Benjamin McCollum submitted an application for a 2 lot subdivision on 10 acres located on E 5500 S near Victor. Zoning is A/RR 2.5 and resides within the Wetlands and Waterways Overlay. Proposed lots are 4.5 and 5.5 acres.

**Legal Description:** RP04N45E255500; TAX #2974 SEC 25 T4N R45E

Ms. Krueger reviewed the application for a two lot subdivision on 10 acres on E 5500 S near Victor, and that it has Fox Creek located on a portion, which is why the Concept review was not done administratively. She commented the property is surrounded by similar lot size subdivisions and will require a Natural Resource Analysis be completed before Preliminary Plat application. She also wanted the access to be clarified as to use of the existing driveway or the proposed easement for Lot 2.

Mr. Randy Blough with Harmony Design, representing the application, commented he was not aware of the new driveway that was built as they worked on the Concept before the driveway was constructed. He clarified the access will be proposed using the existing driveway and relocating the easement for Lot 2. Regarding the

access easement crossing the creek for the second lot he commented it will be platted to the end of Lot 1 and end at Lot 2. The new owner of Lot 2 will be responsible for deciding how to cross the creek to access their lot.

Mr. Benjamin McCollum, applicant, commented they have started on the road and plat to build a bridge to cross Fox Creek with the centerline of the road being the parcel division line.

**PUBLIC COMMENT:**

There was no public comment.

**COMMISSION DELIBERATION:**

Ms. Tremblay was concerned about the lack of access over Fox Creek and wanted to see the Preliminary Plat application show a bridge for access to Lot 2. Mr. Watters commented that bridge design would be something they applicant would work out with Army Corps of Engineers and that can be done after Concept approval. The Commission felt it blended well with the surrounding area and had no issues with it.

**MOTION:** Having concluded that the Criteria for Approval of a Subdivision Concept Plan found in Title 9-3-2(B-4) can be satisfied I move to APPROVE the Concept Plan for McCollum Subdivision as described in the application materials submitted January 12, 2022, and as updated with additional applicant information attached to this staff report.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Timothy Watters, Commissioner
<b>SECONDER:</b>	Wyatt Penfold, Commissioner
<b>AYES:</b>	J.A. Michelbacher, Chairman, Erica Tremblay, Commissioner, Timothy Watters, Commissioner, Wyatt Penfold, Commissioner, Rebeca Nolan, Commissioner

**Item #3. – PUBLIC HEARING: JC Ranches Subdivision Concept Plat Hearing** JD ID WY, LLC submitted an application for a 25 lot subdivision on 80.31 acres located on W 4000 N near Tetonia. Zoning is A/RR 2.5 and has a Priority Wetlands Habitat overlay. Proposed lots range in size from 2.51 acres to 5.27 acres.

**Legal Description:** RP05N45E101000; TAX #7512 SEC 10 T5N R45E

Ms. Krueger reviewed the application for a 25 lot subdivision on 80.31 acres on W 4000 N near Tetonia and commented on the wetlands that would require additional studies. She discussed surrounding subdivisions, a need for a Traffic Impact Study, and the need for a second access and Fire Marshal approval on the design of the roads and fire suppression as well as Public Works approval of both access and road layout.

Ms. Brenda Younkin with Y2 Consultants, representing the applicant, commented they are anticipating changes to the Concept plat based on the wetlands and input from EIPH and were waiting for that feedback before confirming the 2nd access.

Mr. Michelbacher commented the applicant should work with the Public Works Department when designing the access and road layout. Mr. Penfold also suggested working with the ditch owner to make sure the water will not be impacted by the subdivision.

**PUBLIC COMMENT:**

Mr. Aaron Mylor, representing the owner of the Egbert property to the south, commented on the large canal crossing the property and wanted to make sure that was addressed and asked what will be done with existing water rights. He was also concerned about fencing since he grazes cows on the adjacent property and the fence is important to keep the cows on their property. His last concern was resolving the fence line issue that conflicts with the survey stake.

Ms. Ida Hansen commented that a lot of water flows through the ditch on the property but does not have shares in the water company and wanted to make sure the 15" setbacks would be protected to maintain the ditch and wanted to be sure the land owner would keep the culvert free of debris or it will flood adjacent properties.

**COMMISSION DELIBERATION:**

Mr. Penfold commented that the water rights trump the landowner rights so the 30' ROW must be maintained so that a backhoe can come in and clear any blockage or make any repairs needed to keep the water moving downstream.

The Commission was concerned about moving forward without confirmation on the 2nd access.

**MOTION:** I move to continue the public hearing for the JC Ranches Subdivision Concept Plan in order to obtain additional information from the applicant or other agencies to the May 10, 2022 hearing to address the following: 1) Canal identification on the plat; 2) 2nd access be identified; and 3) Property line location resolution.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	J.A. Michelbacher, Chairman
<b>SECONDER:</b>	Wyatt Penfold, Commissioner
<b>AYES:</b>	J.A. Michelbacher, Chairman, Erica Tremblay, Commissioner, Timothy Watters, Commissioner, Wyatt Penfold, Commissioner, Rebeca Nolan, Commissioner

**Item #4. – PUBLIC HEARING: Wheat Ridge Estates Concept Plat Hearing** Twin Tree II, LLC submitted an application for a 23 lot subdivision on 240 acres located on W 3000 N & N 7000 W between Driggs & Tetonia. Zoning is A/RR 2.5 and is in the Sharp-tailed Grouse Habitat and Big Game Migration overlays. Lots range in size from 2.5 acres to 4.0 acres with 59.5 acres of Open Space.

**Legal Description:** RP05N44E153000; S2NW4, N2NW4 SEC 15 T5N R44E and RP05N44E150600; N2NE4 SEC 15 T5N R44E

Ms. Krueger reviewed the application for a 23 lot subdivision on 240 acres located between Driggs & Tetonia. She discussed the overlays, the open space proposed, the concerns with the Concept design based on the Public Works review, and the studies that will be required.

The applicant was not present in person or via Zoom.

The Commission did not want to move forward based on the design information that needs to be expanded and clarified

**MOTION:** I move to continue the public hearing for Wheat Ridge Estates Subdivision Concept Plan in order to obtain additional information from the applicant or other agencies to the July 12, 2022 to specifically address the following: 1)Layout of the lots with direct access to the County road; To correct duplicate lot number; and 3) Show Horseshoe Creek on the plat.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Erica Tremblay, Commissioner
<b>SECONDER:</b>	Timothy Watters, Commissioner
<b>AYES:</b>	J.A. Michelbacher, Chairman, Erica Tremblay, Commissioner, Timothy Watters, Commissioner, Wyatt Penfold, Commissioner, Rebeca Nolan, Commissioner

**Item #5. – PUBLIC HEARING: Trestles Subdivision Preliminary Plat Hearing** Curt Behle & Karin Wertheim have submitted an application for a 24 lot subdivision on 80.2 acres located on W 2000 S in Driggs. The land is zoned Ag/RR 2.5 and has no overlays. The lots vary in size from 2.5 acres to 5 acres each. There are no overlays or floodplain on the parcel.

**Legal Description:** RP04N45E029250; TAX #6132 SEC 2 T4N R45E and RP04N45E027350; TAX #7324 SEC 2 T4N R45E AG BREAKOFF

Ms. Krueger explained the application is a revised Concept combining two subdivisions, Trestles Subdivision and Ember Ridge Subdivision, which did not have access and was tabled at the last meeting to resolve that problem. They have revised their Concept application to combine the two subdivisions under the name Trestles Subdivision. She reviewed the change to include 4 parcels on 216.53 acres on Hwy 33 & 2000 S. Ms. Krueger reviewed the overlays and wetlands located on the parcels, She also discussed the adjacent proposed subdivisions that will all be accessing Hwy 33 from 2000 S once approved and the meeting held with these applicants to discuss the impacts of the large number of lots proposed so close to the City of Driggs, who also participated in the meeting. She suggested the applicant incorporate some of the suggested improvements brought out at the meeting and discussed suggested conditions if approved and studies required that should incorporate full buildout of all adjacent proposed subdivisions.

Mr. Curt Behle, representing the applicant, commented they are working to combine the two subdivisions but understand that a lot of significant changes need to be made to the proposal prior to Preliminary. He stated he is working with the Public Works Director and Fire Marshal to redesign some of the lots and roads to accommodate some concerns expressed. He was not sure when Free Ranch Subdivision and Hillman Farms Subdivision would be moving forward so he committed to try and work with those applicants to address circulation and Hwy 33 access from 2000 S. He had no problem combining the proposed subdivisions in the Traffic Impact Study and other studies required. He also stated that the City of Driggs has rejected their application to tap into the City sewer system so that is not an option, and stated they were working with TVTAP to develop pedestrian trails throughout the subdivisions.

Mr. Quinn Zite, representing Phase 2 of Trestles Subdivision and the adjacent Wildflower Subdivision, commented they are no longer looking to use an access through Fall Creek Reserve Subdivision based on their concerns, but a 30' easement for a walking path has been proposed to them and he did not think they would object. He also commented there will be open space along Hwy 33 to keep the lots out of the Scenic Corridor.

**PUBLIC COMMENT:**

There was no public comment.

**COMMISSION DELIBERATION:**

The Commission had no issues with approving the Concept but were very clear that moving forward to Preliminary would require more creative solutions to some of the expressed concerns.

**MOTION:** Having concluded that the Criteria for Approval of a Subdivision Concept Plan found in Title 9-3-2(B-4) can be satisfied, I move to APPROVE the Concept Plan for Trestles Subdivision as described in the application materials submitted March 23, 2022, and as updated with additional applicant information attached to this staff report.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Wyatt Penfold, Commissioner
<b>SECONDER:</b>	J.A. Michelbacher, Chairman
<b>AYES:</b>	J.A. Michelbacher, Chairman, Erica Tremblay, Commissioner, Timothy Watters, Commissioner, Wyatt Penfold, Commissioner, Rebeca Nolan, Commissioner

**Item #6. – PUBLIC HEARING: Elle's Aspens Subdivision Preliminary Plat Hearing** Peter Santora & Ashley Stewart have applied for a 2 lot subdivision on 79.44 acres located on W 5500 N & N 7000 W in Tetonia. The parcel is zoned A-20 and has a Big Game Migration overlay. The applicant is proposing 1 20-acre lot and 1 59.44-acre lot.

**Legal Description:** RP06N44E347500; TAX #6528 SEC 34 T6N R44E

Mr. Krueger reviewed the application for a 2 lot subdivision on 79.44 acres on W 5500 N and N 7000 W east of Tetonia. She discussed the big game migration corridor and the mitigation efforts that might be made based on the Natural Resource Analysis, and the access confirmation requested based on the Public Works Director's review.

Ms. Ashley Stuart, applicant, commented they have secured an access agreement from W 5500 N and have provided that.

**PUBLIC COMMENT:**

There was no public comment.

**COMMISSION DELIBERATION:**

The Commission had no issues with the application.

**MOTION:** Having concluded that the Criteria for Approval of a Preliminary Plat found in Title 9-3-2-C can be satisfied, I move to recommend APPROVAL of the Preliminary Plat for Elle's Aspens subdivision as described in the application materials submitted February 22, 2022 and additional information attached to the staff report.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Wyatt Penfold, Commissioner
<b>SECONDER:</b>	Rebeca Nolan, Commissioner
<b>AYES:</b>	J.A. Michelbacher, Chairman, Erica Tremblay, Commissioner, Timothy Watters, Commissioner, Wyatt Penfold, Commissioner, Rebeca Nolan, Commissioner

**ADJOURN****MOTION: Adjourn 7:00 PM**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Timothy Watters, Commissioner
<b>SECONDER:</b>	J.A. Michelbacher, Chairman
<b>AYES:</b>	J.A. Michelbacher, Chairman, Erica Tremblay, Commissioner, Timothy Watters, Commissioner, Wyatt Penfold, Commissioner, Rebeca Nolan, Commissioner



Print This Page



### Teton County ID

Approved  
Apr 12, 2022 5:00 PM

### Planning Item

#### Trestles Subdivision Preliminary Plat Hearing

#### Information

**Department:** Planning Department      **Sponsors:**  
**Category:** Public Hearing

#### Attachments

- Trestles (REVISED) Concept Plan\_Staff Report 041222
- Trestles Subdivision\_Revised Concept Application\_3.25.2022
- Trestles Subdivision\_Revised Concept Narrative\_3.25.2022
- Trestle Subdivision\_Revised Concept Survey\_3.31.2022
- Trestles\_Public Comment\_City of Driggs\_4.5.2022
- Trestles Subdivision-TRLT Comments 4.8.2022
- Trestles Subdivision\_Revised Fire Marshal Email\_4.4.2022
- 2022-04-07 Engineer Review\_Trestles Concept Plan

#### Body

Having concluded that the Criteria for Approval of a Subdivision Concept Plan found in Title 9-3-2(B-4) can be satisfied, I move to APPROVE the Concept Plan for Trestles Subdivision as described in the application materials submitted March 23, 2022, and as updated with additional applicant information attached to this staff report.

#### Meeting History

**Apr 12, 2022 5:00 PM Audio**      **Planning & Zoning Commission**      **Public Hearing**

Ms. Krueger explained the application is a revised Concept combining two subdivisions, Trestles Subdivision and Ember Ridge Subdivision, which did not have access and was tabled at the last meeting to resolve that problem. They have revised their Concept application to combine the two subdivisions under the name Trestles Subdivision. She reviewed the change to include 4 parcels on 216.53 acres on Hwy 33 & 2000 S. Ms. Krueger reviewed the overlays and wetlands located on the parcels, She also discussed the adjacent proposed subdivisions that will all be accessing Hwy 33 from 2000 S once approved and the meeting held with these applicants to discuss the impacts of the large number of lots proposed so close to the City of Driggs, who also participated in the meeting. She suggested the applicant incorporate some of the suggested improvements brought out at the meeting and discussed suggested conditions if approved and studies required that should incorporate full buildout of all adjacent proposed subdivisions.

Mr. Curt Behle, representing the applicant, commented they are working to combine the two subdivisions but understand that a lot of significant changes need to be made to the proposal prior to Preliminary. He stated he is working with the Public Works Director and Fire Marshal to redesign some of the lots and roads to accommodate some concerns expressed. He was not sure when Free Ranch Subdivision and Hillman Farms Subdivision would be moving forward so he committed to try and work with those applicants to address circulation and Hwy 33 access from 2000 S. He had no problem combining the proposed subdivisions in the Traffic Impact Study and other studies required. He also stated that the City of Driggs has rejected their application to tap into the City sewer system so that is not an option, and stated they were working with TVTAP to develop pedestrian trails throughout the subdivisions.

Mr. Quinn Zite, representing Phase 2 of Trestles Subdivision and the adjacent Wildflower Subdivision, commented they are no longer looking to use an access through Fall Creek Reserve Subdivision based on their concerns, but a 30' easement for a walking path has been proposed to them and he did not think they would object. He also commented there will be open space along Hwy 33 to keep the lots out of the Scenic Corridor.

#### PUBLIC COMMENT:

There was no public comment.

#### COMMISSION DELIBERATION:

The Commission had no issues with approving the Concept but were very clear that moving forward to Preliminary would require more creative solutions to some of the expressed concerns.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Wyatt Penfold, Commissioner  
**SECONDER:** J.A. Michelbacher, Chairman  
**AYES:** J.A. Michelbacher, Erica Tremblay, Timothy Watters, Wyatt Penfold, Rebeca Nolan

#### Discussion

Add Comment

# APPENDIX C

## Draft Development Agreement

Recording Requested By and  
When Recorded Return To:

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

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For Recording Purposes Do Not  
Write Above This Line

## **DEVELOPMENT AGREEMENT FOR TRESTLES SUBDIVISION**

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_, 2023, by and between 071500 LLC, a Limited Liability Company & Liberty LLC, a Limited Liability Company (the “Developer”) and Teton County Idaho, a political subdivision of the State of Idaho (the “County”).

WHEREAS, the Developer is the sole owner, in law or equity, of the Property; and

WHEREAS, the Development was approved under the Teton County Code effective as of the Application Date by the Teton County Board of County Commissioners on [date of final plat approval under TCC 9-3-2(D-2-g)] (the “Approval Date”); and

WHEREAS, it is the intent and purpose of the Developer to meet the conditions for recording the final plat allowing the creation of the Development, as set forth in Title 9 of the Teton County Code effective as of the Application Date; and

WHEREAS, it is the intent and purpose of the Developer and the County to enter into this Agreement to guarantee the full and satisfactory completion of the Required Improvements on the Property described in this Agreement; and

WHEREAS, the County has the authority to enter into a Development Agreement for the construction of the Required Improvements associated with the Development under Idaho Code § 67- 6511A .

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

### **1. Definitions**

- 1.1 APPLICATION DATE: means [DATE], the date the subdivision/PUD application for the Development was deemed complete and officially received by the County as confirmed inwriting and dated by the Planning Administrator.

- 1.2 APPROVAL DATE: is defined in the recitals.
- 1.3 CERTIFICATE OF SUBDIVISION COMPLETION: is defined in Section 10.
- 1.4 CONSTRUCTION PERMIT: is defined in Section 4.
- 1.5 COUNTY: is defined in the preamble.
- 1.6 DEVELOPER: is defined in the preamble.
- 1.7 DEVELOPMENT: The subdivision/PUD designated and identified as **Trestles** located on the Property as further described in **Exhibit B**.
- 1.8 IMPROVEMENT: Any alteration to the land or other physical construction located on or off the Property that is associated with the Development.
- 1.9 FINAL APPROVAL: means issuance of a Certificate of Subdivision Completion from the Planning and Building Department of the County completed with all required signatures. The form of Certificate of Subdivision Completion is attached hereto as **Exhibit E**.
- 1.10 PROPERTY: means and refers to the certain parcel(s) of Property located in Teton County, Idaho, as described in Exhibit A.
- 1.11 RECORDED IMPROVEMENT PLANS: is defined in Section 2.
- 1.12 REQUIRED IMPROVEMENTS: is defined in Section 2.
- 1.13 TETON COUNTY STANDARDS: means the development standards and improvement standards in Title 9 of the Teton County Code and any other design and engineering standards separately adopted by the County in effect as of the Application Date.

Capitalized terms not otherwise defined herein shall have the meanings given to such terms in Title 9 of the Teton County Code effective as of the Application Date.

## 2. Required Improvements.

The Developer shall, at its sole cost and expense, complete the road construction, install entrance and street signs, install telephone and electrical service, install fire protection, install approved landscaping, stabilize and re-seed areas of the Property disturbed by installation of Improvements, and complete all other required infrastructure as detailed in the **Trestles** Improvement Plans dated [DATE] recorded in the Teton County Clerk and Records office on \_\_\_\_\_, 2022 as Teton County Instrument No. \_\_\_\_ (the “Recorded Improvement Plans” and the Improvements described therein the “Required Improvements”). Developer agrees that the Required Improvements shall be installed in compliance with Teton County Standards and any other design or engineering standards of other agencies responsible for providing services to the Development.

### **3. Maintenance of Required Improvements.**

The Developer shall maintain all Required Improvements and open space for the Development according to Teton County Standards and any standards adopted by the agencies responsible for providing services to the Development, unless or until such time as the responsibility for maintenance of the Required Improvements and open space is turned over to a homeowner's association for the Development which, in Teton County's sole but reasonable discretion is sufficiently funded to perform such maintenance. This transfer of maintenance responsibility shall not occur until at least 50% of the lots or units have been sold. The Developer shall include in the recorded CC&Rs for the Development that the homeowner's association shall collect dues, a portion of which will be used for maintenance of the Required Improvements and open space. The Developer shall notify the Planning Department in writing when the homeowners association is established and when the transfer of maintenance responsibility has occurred. A mailing address for future notifications shall also be provided.

### **4. Schedule for Commencement and Completion of the Improvements.**

The Developer shall commence construction of the Improvements within [one (1) year] after the Approval Date. Following the recordation of this Development Agreement and provision of the financial security in Section 13 by the Developer, the County shall issue a "Construction Permit" permitting commencement of construction of the Required Improvements. The Developer shall complete construction of the Required Improvements within [one (1) year] after commencement of construction of such Improvements. The Developer may apply for extensions of time for commencement or completion of construction pursuant to Section 5 of this Agreement. However, except for extensions of time approved by the County under Section 5, if Developer does not commence or complete construction of the Required Improvements within the aforementioned time periods, the Developer will lose its approvals and entitlements for the Development and will have to reapply for approval for any planned unit development or subdivision under the then current County subdivision ordinance. If the Developer does not complete construction and receive a Certificate of Subdivision Completion by [DROP DEAD DATE], the Developer will lose its approvals and entitlements and will have to reapply for approval for any planned unit development or subdivision under the then current County subdivision ordinance. The County may choose to use the financial security in Section 13 to complete the Required Improvements if the Developer has not done so and the Board of County Commissioners determines there is a public benefit to having the Improvements completed.

### **5. Extensions of Time.**

Applications for extensions of time shall be made on the Teton County "Development Agreement Extension Application" attached hereto as Exhibit D and shall address the criteria presented on that form. The Developer shall pay the fee associated with the request. Developer acknowledges and agrees the Board of County Commissioners has the sole discretion to grant or deny a request for extension. Any application for an extension of time must be submitted to the Planning Department before the expiration of the original deadline.

### **6. Control of Trash, Weeds, Dust, Erosion, and Sedimentation.**

The Developer shall be fully responsible for all dust abatement, erosion, sedimentation, weed, and trash control on the Property. Developer shall use best management practices and industry standards for

control. Trash shall be contained at all times. Dumpsters and sanitary facilities are required on site during construction. The financial guarantee in Section 13 will not be released until all onsite trash is removed, construction rubble is leveled, lost soils are replaced, and disturbed areas are reseeded with native vegetation or planned landscaping. The responsibilities in this Section shall run with the land and they

shall therefore apply before, during, and until completion of the Required Improvements. This means that trash, weeds, dust, erosion, and sedimentation control on the Property will be fully the responsibility of the current owner of the Property.

**7. Permits.**

The Developer is responsible for obtaining all right-of-way, access, excavation, grading and erosion control, floodplain development, and other permits and approvals required by local, State, and Federal regulations.

**8. Inspection.**

Prior to commencing construction of the Required Improvements, Developer shall have a pre-construction meeting with Teton County Planning and Engineering representatives, the Fire Marshal for the Teton County Fire Protection District, and the Developer’s engineer and contractor. The Developer’s engineer shall make regular inspections and maintain control of the Development while it is under construction. Representatives of the County shall have the right to enter upon the Property at any reasonable time to inspect and to determine whether the Developer is in compliance with this Agreement. The Developer shall permit the County and its representatives to enter upon and inspect the Property at reasonable times. The Developer may not deviate from the Recorded Improvement Plans without the prior written approval of the County Engineer.

**9. Inspection Fees.**

The Developer agrees to pay the inspection fees as required by fee schedule established by Teton County for its Planning and Building Department.

**10. Final Inspection and Approval of Improvements.**

When the Developer believes the Required Improvements have been fully and properly completed, it shall procure and file a signed and sealed engineer’s certificate and “As-Constructed” Improvement Plans (further described in Section 11 below) with the County Engineer and shall request final inspection of the Required Improvements by the County. The County shall provide prompt final inspection of the Required Improvements when notified by the Developer of completion. Following the inspection, the County shall give timely written acceptance of the Required Improvements or a written checklist of material deficiencies, such noted deficiencies shall be specific as to location and shall specify, in detail, the necessary corrective action to be taken by the Developer. Upon satisfaction that the Required Improvement have passed the final inspection, the County shall issue a “Certificate of Subdivision Completion” substantially in the form attached as Exhibit E. Issuance of the Certificate of Subdivision Completion with all required signatures shall be deemed final approval and acceptance of the Required Improvements by the County. After the Certificate of Subdivision Completion is received, the Developer shall record the final plat and will be permitted to sell lots in the Development.

**11. Engineer’s Certificate and As-Constructed Plans.**

Prior to requesting County inspection and approval of the Required Improvements in the Development, the Developer shall file to the County Engineer signed and sealed “As Constructed” Improvement Plans along with a letter of certification from an engineer licensed in the State of Idaho certifying the following:

- a) The “As Constructed” Improvement Plans show the actual constructed location of all Required Improvements.
- b) Road has been built in accordance with the Recorded Improvement Plans and meet or exceed Teton County Standards.
- c) The Required Improvements are 100% completed in accordance with the Recorded Improvement Plans to Teton County Standards and any other applicable design or engineering standards of other agencies responsible for providing services to the Development.

## **12. Warranty of the Improvements.**

The Developer warrants the prompt and satisfactory correction of all defects and deficiencies, for both materials and workmanship, in the Required Improvements that occur or become evident within two (2) years for all landscaping Improvements and one (1) year for all other Improvements after acceptance of the Required Improvements by the County. If such defect or deficiency occurs or becomes evident during such period, then the Developer shall, within thirty (30) days after written demand by the County to do so, correct it or cause it to be corrected. If the defect or deficiency cannot be reasonably corrected within thirty (30) days after written demand from the County, the Developer shall commence the correction of the deficiency within the thirty (30) day period and proceed with reasonable diligence to correct the same or cause it to be corrected. If the Developer fails to commence the correction of the deficiency within thirty (30) days after written demand from the County, the County may cause the deficiency to be corrected at Developer’s cost and may draw on the financial security provided in Section 13 of this Agreement to cover such cost. The warranty provided by this Section shall be extended for a full year from the date of repair or replacement of any Improvements repaired or replaced pursuant to such demand.

## **13. Financial Security Guarantee.**

As security to the County for the performance by the Developer of its obligations to complete the Required Improvements in accordance with this Agreement, the Developer shall, prior to the commencement of construction of the Required Improvements, obtain financial security in favor of the County meeting the requirements of Teton County Code §9-4-2(C-2), in the sum of one hundred and twenty-five (125%) of the engineer’s cost estimate for the Required Improvements approved by the Teton County Board of County Commissioners and attached hereto as Exhibit C, which engineer’s cost estimate shall be revised and updated within ninety (90) days of securing the financial guarantee, by one of the following three methods:

- a) Obtain from a County-approved financial institution authorized to do business in the State of Idaho an irrevocable 12-month letter of credit with guaranteed extensions as needed until the Required Improvements are completed and accepted by the County;
- b) Make a cash deposit into a Teton County escrow account funds in the form of a certified check or cash. The County shall maintain any interest accrued; or
- c) Obtain a negotiable construction or development bond from a County-approved bonding company for a term of not less than 12 months with guaranteed extensions as needed until the Required Improvements are completed and accepted by the County.

The County will not issue the Construction Permit permitting commencement of construction of the Required Improvements until it has received a satisfactory financial guarantee. Following issuance of the Certificate of Subdivision Completion, the County shall release the Developer's financial guarantee; provided, however, ten percent (10%) of the original approved engineer's cost estimate for the Required Improvements shall be provided in one of the three methods presented above in this Section for the entire warranty period described in Section 12 to guarantee the correction of any defects or deficiencies in the Required Improvements.

#### **14. 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 approvals for the Development and after such revocation, Developer will have to reapply for approval for any planned unit development or subdivision under the then current County ordinances. Teton County may impose penalties on the Developer in the form of monetary fines, not to exceed the outstanding balance of work not performed or carried out at the required completion date set forth in Section 4 or the cost to correct the defect or deficiency. The County may withhold the issuance of any building permit or certificate of occupancy for any structure located in the Development, refuse to accept ownership and maintenance of any Improvements and record a notice of such action in the Teton County Clerk and Recorder's Office, or issue a "stop work" or "cease and desist" order for any building or Improvement under construction in the Development. 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.

#### **15. Voided Agreement.**

The County, at its option, may void this Agreement and any vested rights should the Developer's failure to perform in compliance with this Agreement result in the County drawing upon the financial guarantee provided under Section 13 to complete the infrastructure or correct the defect or deficiency.

#### **16. 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 Required Improvements, Teton County shall inform the Developer in writing of the specific default or failing. If the default or failing continues for thirty (30) days after such written notice and the Developer makes no attempt to remedy the default, Teton County shall have, in addition to all of its other rights under the law, the right to complete the construction of the Required Improvement(s) or to correct any defect or deficiency in the Required Improvement, using either its own personnel or contractors hired for that purpose. The County shall have the right to draw from the financial security guarantee provided under Section 13 to cover the costs of completing or correcting the Required Improvements. In addition to the costs of the work, the County is entitled to recover reasonable legal fees and reasonable administrative expenses from the Developer.

#### **17. Transfer of Lots or Units.**

No lots or units may be offered for sale or sold (warranty deeds transferred) and no building permits for individual lots will be issued prior to a Certificate of Subdivision Completion being issued by the County.

Developer hereby agrees to maintain all unsold lots in the Development in safe, sanitary, and orderly condition that does not constitute a public nuisance or adversely affect adjoining properties at the Developer's sole expense, and this responsibility shall run to Developer's successors and assigns.

**18. Time of the Essence.**

Time is of the essence in the performance of all terms and provisions of this

**19. Agreement.Binding Upon Successors and Assigns.**

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, 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. Developer shall promptly notify the County of any sale of the Property and update the Developer's notice address in accordance with Section

Notwithstanding any sale of the Property or change of control of the Developer, the County will retain the financial guarantee provided under Section 13 unless acceptable substitute guarantee is provided by the Property or Developer's new owners. No assignment or succession of this Agreement shall be deemed valid or permitted, nor shall construction continue under a successor or assignee to this agreement until such time as (1) the successor or assignee provides sufficient security under the terms set forth in Section 13 above and (2) such succession or assignment is approved in writing by Teton County, the approval of which shall not be unreasonably withheld.

**20. 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:

Teton County Board of County Commissioners  
ATTN: Planning Administrator  
150 Courthouse Drive, Rm. 107  
Driggs, Idaho 83422

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

[Curt Behle  
436 Forest View Dr.  
Driggs, ID 83422]

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

## **21. 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.

## **22. Indemnification.**

22.1 No Liability for County Approval. The Developer acknowledges and agrees (1) 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) 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.

22.2 Indemnification. Except as provided below, the Developer agrees to, and does hereby, indemnify the County, and all of its elected and appointed officials, officers, employees, agents and representatives from any and all claims, costs and liability of every kind and nature that may be asserted at any time against any such parties for injury or damage received or sustained by any person or entity in connection with (1) the County's review and approval of any plans for the Required Improvements, (2) the issuance of any approval or acceptance of Required Improvements, (3) the development, construction, maintenance or use of any portion of the Required Improvements and (4) the performance by the Developer of its obligations under this Agreement and all related agreements. The Developer further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the Required Improvements provided by this Agreement to the extent the Required Improvements are not in conformance with the Recorded Improvement Plans, except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.

## **23. 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.

## **24. Recording.**

The Developer shall have this Agreement recorded in the office of the Teton County Clerk and Recorder within four (4) months of the Approval Date. The Developer shall be responsible for all recording fees associated with the Development.

## **25. 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 in compliance with and required by Title 9 of the Teton County Code. 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.

**26. 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 Board of County Commissioners. 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 the persons executing this Agreement on its behalf have 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 Developer 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 subdivision is subject.

**27. Codes.**

The Developer agrees to abide by all ordinances, regulations, and codes of Teton County and those of the special purpose districts providing services to the Development.

**28. 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.

**29. 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.

**30. Final Agreement.**

This Agreement sets forth all promises, inducements, agreements, condition and understandings between the Developer and the County relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between the Developer and the County, other than as are stated herein. All Exhibits referenced herein are incorporated in this Agreement as if set forth in full including all text information in the Exhibits.

**31. Amendment.**

No alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to County, to a duly adopted ordinance or resolution of County.

**32. No Waiver of County Rights.**

No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision nor will it be deemed to constitute a continuing waiver unless expressly provided for; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any obligation under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement. Developer acknowledges that Teton County reserves the right to revoke all approvals for the Development if Developer fails to comply with any of the conditions of approval of the final plat of the Development, violates or fails to comply with any provision of Title 9 of the Teton County Code effective as of the Application Date, or makes, or is found to have made any misrepresentations or material omissions to the Teton County Planning Commission or Board of County Commissioners.

**33. Mitigation Measures / Special Conditions of Approval. [Reserved]**

**34. Sharing Development Costs.**

Teton County Code, Title 9 § 9-4-2(G) provides the Developer a mechanism to recoup a portion of costs associated with Improvements benefitting adjacent landowners in certain circumstances. This Agreement shall not be deemed to waive any shared development rights afforded the Developer under Teton County Code Title 9.

**35. Effective Date.**

This Agreement shall become valid and binding only upon its approval by the Teton County Board of County Commissioners and its recording in the Teton County Clerk and Recorder's Office and it shall be effective on the date first written above.

**\*\*The rest of this page is intentionally left blank\*\***

IN WITNESS WHEREOF, the parties have cause this agreement to be executed on the date first written above.

**COUNTY:**  
**TETON COUNTY, IDAHO**

By: \_\_\_\_\_  
Chairman, Teton County Board of County Commissioners

STATE OF IDAHO            )  
  ) ss:  
COUNTY OF TETON        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public for the State of Idaho, personally appeared \_\_\_\_\_ Chairman, known to me to be the person(s) whose name(s) is executed above, and acknowledged that he executed the same.

(SEAL)  
Residing, \_\_\_\_\_  
Commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

**DEVELOPER:**  
**[071500 LLC]**

By: \_\_\_\_\_  
[Curt Behle], [Owner]

STATE OF IDAHO            )  
  ) ss:  
COUNTY OF TETON        )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is executed above, and acknowledged that he executed the same.

(SEAL)  
Residing, \_\_\_\_\_  
Commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

BEGINNING at the Southeast corner of Section 2, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho; Thence, N 01° 02' 34" W for a distance of 2645.34 feet; Thence, N 89° 10' 56" E for a distance of 2648.28 feet; Thence, N 01° 02' 01" W for a distance of 1323.56 feet; Thence, S 89° 09' 46" W for a distance of 2648.49 feet; Thence, S 89° 53' 03" W for a distance of 1865.80 feet; Thence, S 00° 06' 56" E for a distance of 300.00 feet; Thence, S 89° 53' 03" W for a distance of 290.00 feet; Thence, N 00° 06' 56" W for a distance of 300.00 feet; Thence, S 89° 53' 03" W for a distance of 292.75 feet; Thence, S 00° 34' 35" E for a distance of 662.37 feet; Thence, N 89° 53' 17" E for a distance of 256.39 feet; Thence, N 00° 42' 57" W for a distance of 8.13 feet; Thence, N 32° 17' 13" E for a distance of 300.00 feet; Thence, S 57° 42' 46" E for a distance of 267.94 feet; Thence, S 32° 17' 13" W for a distance of 139.59 feet; Thence, N 89° 53' 17" E for a distance of 739.16 feet; Thence, S 00° 06' 43" E for a distance of 660.00 feet; Thence, S 89° 53' 17" W for a distance of 169.73 feet; Thence, S 00° 59' 58" E for a distance of 1322.69 feet; Thence, S 00° 59' 59" E for a distance of 662.67 feet; Thence, N 89° 53' 10" E for a distance of 12.30 feet; Thence, S 00° 57' 16" E for a distance of 103.60 feet; Thence, S 00° 30' 46" E for a distance of 556.34 feet; Thence, N 89° 53' 10" E for a distance of 1321.27 feet to the POINT OF BEGINNING.

**EXHIBIT B**  
**SUBDIVISION PLAT**

**EXHIBIT C**  
**ENGINEER'S COST ESTIMATE**

# Civilize, PLLC

Management and Engineering

## ENGINEER'S OPINION OF PROBABLE COST

Trestles I, Trestles II, Wildflower  
Project Summary

Project No. **01-21-0023, 01-22-0038, & 01-22-0045** Date: 18-Jul-23  
 Project: **Trestles I, Trestles II, & Wildflower** Prepared by: EAS  
 Client: **Behle, Wertheim, & Liberty LLC** Checked by: BEC

LINE NO.	DIVISION	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
<b>CONSTRUCTION COSTS</b>						
1	0 - Bidding	Mobilization, Bonding, Insurance, Bidding, Etc.	3%			\$ 70,000
2	1 - General	Submittals (Shop Drawings, O&M Manuals), Project Coordination, P	1%			\$ 24,000
3	1 - General	Construction Facilities and Temporary Controls - Utilities, etc.	1	LS	6,000.00	\$ 6,000
4	1 - General	Environmental Protection & Special Controls - Solid Waste, Dust, Fu	1	LS	6,000.00	\$ 6,000
		<b>SUBTOTAL</b>				\$ 106,000
<b>ROADWAY</b>						
5	2- Site Const.	Clearing and Grubbing	111,530	SY	1.50	\$ 167,295
6	2- Site Const.	Demolition - Removal of Obstructions	3	LS	0.00	\$ -
7	2- Site Const.	Excavation	0	CY	10.00	\$ -
8	2- Site Const.	Furnish and Install Embankment Material	0	CY	20.00	\$ -
9	2- Site Const.	Geotextile Fabric	0	SY	1.50	\$ -
10	2- Site Const.	Furnish and Install 12-inches Granular Borrow Subgrade (Pit Run)	13,630	CY	32.00	\$ 436,160
11	2- Site Const.	Furnish and Install 4-inches 3/4" Minus Base Course	4,490	CY	42.00	\$ 188,580
12	2- Site Const.	Furnish and Install 4-inches 3/4" Aggregate Surface Course	3,690	CY	48.00	\$ 177,120
12	2- Site Const.	Furnish and Install 3-inches Hot Mix Asphalt Pavement	0	SY	5.00	\$ -
13	2- Site Const.	Furnish and Install Walking Path (5' wide - asphalt)	110,500	SF	5.00	\$ 552,500
14	2- Site Const.	Sidewalk	0	SF	5.00	\$ -
15	2- Site Const.	Ribbon Curb	0	LF	21.00	\$ -
16	2- Site Const.	Curb & Gutter	0	LF	32.00	\$ -
17	2- Site Const.	Furnish and install concrete crossspan/valley gutter	0	Each	4,000.00	\$ -
18	2- Site Const.	Furnish and install ADA ramp	0	Each	2,500.00	\$ -
19	2- Site Const.	Furnish and install reseeding, topsoil, mulch	2,734,000	SF	0.20	\$ 164,040
20	2- Site Const.	Pavment Marking	0	LS	3,000.00	\$ -
21	2- Site Const.	Furnish and install street signs	11	Each	1,250.00	\$ 13,750
22	2- Site Const.	Traffic Control	2	LS	3,000.00	\$ 2,000
		<b>SUBTOTAL</b>				\$ 1,701,445
<b>WATER</b>						
24						\$ -
43						\$ -
		<b>SUBTOTAL</b>				\$ -
<b>SEWER</b>						
44						\$ -
47						\$ -
		<b>SUBTOTAL</b>				\$ -
<b>PRIVATE UTILITIES</b>						
48	2- Site Const.	Trenching for Fall River Electric	13,930	LF	4.00	\$ 55,720
49	2- Site Const.	Furnish and install 2-inch PVC Conduit - Fall River Electric	13,930	LF	6.00	\$ 83,580
50	2- Site Const.	Furnish and install conductor - Fall River Electric	13,930	LF	11.25	\$ 156,713
51	2- Site Const.	Furnish and install transformer, meter, and meter base	108	Each	1,250.00	\$ 270,000
52	2- Site Const.	Furnish and install natural gas	0	LF	0.00	\$ -
53	2- Site Const.	Furnish and install natural gas service lateral - Intermountain Gas	0	Each	3,000.00	\$ -
		<b>SUBTOTAL</b>				\$ 566,013
<b>MISCELLANEOUS</b>						
54	2- Site Const.	Excavation of Fire Pond	60,000	CF	1.00	\$ 45,000
55	2- Site Const.	Geosynthetic Liner	12,000	SF	1.50	\$ 24,000
56	2- Site Const.	Appurtenances	2	LS	10,000.00	\$ 20,000
57	2- Site Const.					\$ -
		<b>SUBTOTAL</b>				\$ 89,000
<b>SUBTOTAL CONSTRUCTION COST</b>						\$ 1,913,445.00
Round to nearest \$10,000						\$ 1,920,000.00
Confidence Factor						90% \$ 192,000.00
<b>TOTAL CONSTRUCTION COST</b>						\$ 2,112,000.00

# Civilize, PLLC

Management and Engineering

## ENGINEER'S OPINION OF PROBABLE COST

Trestles I, Trestles II, Wildflower  
Trestles I

Project No. **01-21-0023** Date: 18-Jul-23  
 Project: **Trestles** Prepared by: EAS  
 Client: **Curt Behle, Karin Wertheim** Checked by: BEC

LINE NO.	DIVISION	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
<b>CONSTRUCTION COSTS</b>						
1	0 - Bidding	Mobilization, Bonding, Insurance, Bidding, Etc.	3%			\$ 23,000
2	1 - General	Submittals (Shop Drawings, O&M Manuals), Project Coordination, P	1%			\$ 8,000
3	1 - General	Construction Facilities and Temporary Controls - Utilities, etc.	1	LS	2,000.00	\$ 2,000
4	1 - General	Environmental Protection & Special Controls - Solid Waste, Dust, Fu	1	LS	2,000.00	\$ 2,000
		<b>SUBTOTAL</b>				\$ 35,000
<b>ROADWAY</b>						
5	2- Site Const.	Clearing and Grubbing	33,530	SY	1.50	\$ 50,295
6	2- Site Const.	Demolition - Removal of Obstructions	1	LS	0.00	\$ -
7	2- Site Const.	Excavation	0	CY	10.00	\$ -
8	2- Site Const.	Furnish and Install Embankment Material	0	CY	20.00	\$ -
9	2- Site Const.	Geotextile Fabric	0	SY	1.50	\$ -
10	2- Site Const.	Furnish and Install 12-inches Granular Borrow Subgrade (Pit Run)	4,100	CY	32.00	\$ 131,200
11	2- Site Const.	Furnish and Install 4-inches 3/4" Minus Base Course	1,350	CY	42.00	\$ 56,700
12	2- Site Const.	Furnish and Install 4-inches 3/4" Aggregate Surface Course	1,110	CY	48.00	\$ 53,280
12	2- Site Const.	Furnish and Install 3-inches Hot Mix Asphalt Pavement	0	SY	5.00	\$ -
13	2- Site Const.	Furnish and Install Walking Path (5' wide - asphalt)	46,250	SF	5.00	\$ 231,250
14	2- Site Const.	Sidewalk	0	SF	5.00	\$ -
15	2- Site Const.	Ribbon Curb	0	LF	21.00	\$ -
16	2- Site Const.	Curb & Gutter	0	LF	32.00	\$ -
17	2- Site Const.	Furnish and install concrete crossspan/valley gutter	0	Each	4,000.00	\$ -
18	2- Site Const.	Furnish and install ADA ramp	0	Each	2,500.00	\$ -
19	2- Site Const.	Furnish and install reseeding, topsoil, mulch	650,000	SF	0.06	\$ 39,000
20	2- Site Const.	Pavment Marking	0	LS	3,000.00	\$ -
21	2- Site Const.	Furnish and install street signs	4	Each	1,250.00	\$ 5,000
22	2- Site Const.	Traffic Control	1	LS	1,000.00	\$ 1,000
		<b>SUBTOTAL</b>				\$ 567,725
<b>WATER</b>						
24						\$ -
43						\$ -
		<b>SUBTOTAL</b>				\$ -
<b>SEWER</b>						
44						\$ -
47						\$ -
		<b>SUBTOTAL</b>				\$ -
<b>PRIVATE UTILITIES</b>						
48	2- Site Const.	Trenching for Fall River Electric	5,030	LF	4.00	\$ 20,120
49	2- Site Const.	Furnish and install 2-inch PVC Conduit - Fall River Electric	5,030	LF	6.00	\$ 30,180
50	2- Site Const.	Furnish and install conductor - Fall River Electric	5,030	LF	11.25	\$ 56,588
51	2- Site Const.	Furnish and install transformer, meter, and meter base	24	Each	2,500.00	\$ 60,000
52	2- Site Const.	Furnish and install natural gas	0	LF	0.00	\$ -
53	2- Site Const.	Furnish and install natural gas service lateral - Intermountain Gas	0	Each	3,000.00	\$ -
		<b>SUBTOTAL</b>				\$ 166,888
<b>MISCELLANEOUS</b>						
54	2- Site Const.	Excavation of Fire Pond	30,000	CF	0.75	\$ 22,500
55	2- Site Const.	Geosynthetic Liner	6,000	SF	2.00	\$ 12,000
56	2- Site Const.	Appurtenances	1	LS	10,000.00	\$ 10,000
57	2- Site Const.					\$ -
		<b>SUBTOTAL</b>				\$ 44,500
<b>SUBTOTAL CONSTRUCTION COST</b>						\$ 637,725.00
Round to nearest \$10,000						\$ 640,000.00
Confidence Factor						\$ 128,000.00
<b>TOTAL CONSTRUCTION COST</b>						\$ 768,000.00

# Civilize, PLLC

Management and Engineering

## ENGINEER'S OPINION OF PROBABLE COST

Trestles I, Trestles II, Wildflower  
Trestles II

Project No. **01-22-0038** Date: 18-Jul-23  
 Project: **Trestles II** Prepared by: EAS  
 Client: **Liberty LLC** Checked by: BEC

LINE NO.	DIVISION	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
<b>CONSTRUCTION COSTS</b>						
1	0 - Bidding	Mobilization, Bonding, Insurance, Bidding, Etc.	3%			\$ 32,000
2	1 - General	Submittals (Shop Drawings, O&M Manuals), Project Coordination, P	1%			\$ 11,000
3	1 - General	Construction Facilities and Temporary Controls - Utilities, etc.	1	LS	2,000.00	\$ 2,000
4	1 - General	Environmental Protection & Special Controls - Solid Waste, Dust, Fu	1	LS	2,000.00	\$ 2,000
		<b>SUBTOTAL</b>				<b>\$ 47,000</b>
<b>ROADWAY</b>						
5	2- Site Const.	Clearing and Grubbing	59,330	SY	1.50	\$ 88,995
6	2- Site Const.	Demolition - Removal of Obstructions	1	LS	0.00	\$ -
7	2- Site Const.	Excavation	0	CY	10.00	\$ -
8	2- Site Const.	Furnish and Install Embankment Material	0	CY	20.00	\$ -
9	2- Site Const.	Geotextile Fabric	0	SY	1.50	\$ -
10	2- Site Const.	Furnish and Install 12-inches Granular Borrow Subgrade (Pit Run)	7,250	CY	32.00	\$ 232,000
11	2- Site Const.	Furnish and Install 4-inches 3/4" Minus Base Course	2,390	CY	42.00	\$ 100,380
12	2- Site Const.	Furnish and Install 4-inches 3/4" Aggregate Surface Course	1,960	CY	48.00	\$ 94,080
12	2- Site Const.	Furnish and Install 3-inches Hot Mix Asphalt Pavement	0	SY	5.00	\$ -
13	2- Site Const.	Furnish and Install Walking Path (5' wide - asphalt)	43,500	SF	5.00	\$ 217,500
14	2- Site Const.	Sidewalk	0	SF	5.00	\$ -
15	2- Site Const.	Ribbon Curb	0	LF	21.00	\$ -
16	2- Site Const.	Curb & Gutter	0	LF	32.00	\$ -
17	2- Site Const.	Furnish and install concrete crossspan/valley gutter	0	Each	4,000.00	\$ -
18	2- Site Const.	Furnish and install ADA ramp	0	Each	2,500.00	\$ -
19	2- Site Const.	Furnish and install reseeding, topsoil, mulch	1,042,000	SF	0.06	\$ 62,520
20	2- Site Const.	Pavment Marking	0	LS	3,000.00	\$ -
21	2- Site Const.	Furnish and install street signs	6	Each	1,250.00	\$ 7,500
22	2- Site Const.	Traffic Control	0	LS	1,000.00	\$ -
		<b>SUBTOTAL</b>				<b>\$ 802,975</b>
<b>WATER</b>						
24						\$ -
43						\$ -
		<b>SUBTOTAL</b>				<b>\$ -</b>
<b>SEWER</b>						
44						\$ -
47						\$ -
		<b>SUBTOTAL</b>				<b>\$ -</b>
<b>PRIVATE UTILITIES</b>						
48	2- Site Const.	Trenching for Fall River Electric	7,500	LF	4.00	\$ 30,000
49	2- Site Const.	Furnish and install 2-inch PVC Conduit - Fall River Electric	7,500	LF	6.00	\$ 45,000
50	2- Site Const.	Furnish and install conductor - Fall River Electric	7,500	LF	11.25	\$ 84,375
51	2- Site Const.	Furnish and install transformer, meter, and meter base	42	Each	2,500.00	\$ 105,000
52	2- Site Const.	Furnish and install natural gas	0	LF	0.00	\$ -
53	2- Site Const.	Furnish and install natural gas service lateral - Intermountain Gas	0	Each	3,000.00	\$ -
		<b>SUBTOTAL</b>				<b>\$ 264,375</b>
<b>MISCELLANEOUS</b>						
54	2- Site Const.	Excavation of Fire Pond	0	CF	0.75	\$ -
55	2- Site Const.	Geosynthetic Liner	0	SF	2.00	\$ -
56	2- Site Const.	Appurtenances	0	LS	10,000.00	\$ -
57	2- Site Const.					\$ -
		<b>SUBTOTAL</b>				<b>\$ -</b>
<b>SUBTOTAL CONSTRUCTION COST</b>						<b>\$ 896,975.00</b>
Round to nearest \$10,000						<b>\$ 900,000.00</b>
Confidence Factor						<b>\$ 180,000.00</b>
<b>TOTAL CONSTRUCTION COST</b>						<b>\$ 1,080,000.00</b>

# Civilize, PLLC

Management and Engineering

## ENGINEER'S OPINION OF PROBABLE COST

Trestles I, Trestles II, Wildflower  
Wildflower

Project No. **01-22-0045** Date: 18-Jul-23  
 Project: **Wildflower** Prepared by: EAS  
 Client: **Liberty LLC** Checked by: BEC

LINE NO.	DIVISION	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
<b>CONSTRUCTION COSTS</b>						
1	0 - Bidding	Mobilization, Bonding, Insurance, Bidding, Etc.	3%			\$ 15,000
2	1 - General	Submittals (Shop Drawings, O&M Manuals), Project Coordination, P	1%			\$ 5,000
3	1 - General	Construction Facilities and Temporary Controls - Utilities, etc.	1	LS	2,000.00	\$ 2,000
4	1 - General	Environmental Protection & Special Controls - Solid Waste, Dust, Fu	1	LS	2,000.00	\$ 2,000
		<b>SUBTOTAL</b>				<b>\$ 24,000</b>
<b>ROADWAY</b>						
5	2- Site Const.	Clearing and Grubbing	18,670	SY	1.50	\$ 28,005
6	2- Site Const.	Demolition - Removal of Obstructions	1	LS	0.00	\$ -
7	2- Site Const.	Excavation	0	CY	10.00	\$ -
8	2- Site Const.	Furnish and Install Embankment Material	0	CY	20.00	\$ -
9	2- Site Const.	Geotextile Fabric	0	SY	1.50	\$ -
10	2- Site Const.	Furnish and Install 12-inches Granular Borrow Subgrade (Pit Run)	2,280	CY	32.00	\$ 72,960
11	2- Site Const.	Furnish and Install 4-inches 3/4" Minus Base Course	750	CY	42.00	\$ 31,500
12	2- Site Const.	Furnish and Install 4-inches 3/4" Aggregate Surface Course	620	CY	48.00	\$ 29,760
12	2- Site Const.	Furnish and Install 3-inches Hot Mix Asphalt Pavement	0	SY	5.00	\$ -
13	2- Site Const.	Furnish and Install Walking Path (5' wide - asphalt)	20,750	SF	5.00	\$ 103,750
14	2- Site Const.	Sidewalk	0	SF	5.00	\$ -
15	2- Site Const.	Ribbon Curb	0	LF	21.00	\$ -
16	2- Site Const.	Curb & Gutter	0	LF	32.00	\$ -
17	2- Site Const.	Furnish and install concrete crossspan/valley gutter	0	Each	4,000.00	\$ -
18	2- Site Const.	Furnish and install ADA ramp	0	Each	2,500.00	\$ -
19	2- Site Const.	Furnish and install reseeding, topsoil, mulch	1,042,000	SF	0.06	\$ 62,520
20	2- Site Const.	Pavment Marking	0	LS	3,000.00	\$ -
21	2- Site Const.	Furnish and install street signs	1	Each	1,250.00	\$ 1,250
22	2- Site Const.	Traffic Control	1	LS	1,000.00	\$ 1,000
		<b>SUBTOTAL</b>				<b>\$ 330,745</b>
<b>WATER</b>						
24						\$ -
43						\$ -
		<b>SUBTOTAL</b>				<b>\$ -</b>
<b>SEWER</b>						
44						\$ -
47						\$ -
		<b>SUBTOTAL</b>				<b>\$ -</b>
<b>PRIVATE UTILITIES</b>						
48	2- Site Const.	Trenching for Fall River Electric	1,400	LF	4.00	\$ 5,600
49	2- Site Const.	Furnish and install 2-inch PVC Conduit - Fall River Electric	1,400	LF	6.00	\$ 8,400
50	2- Site Const.	Furnish and install conductor - Fall River Electric	1,400	LF	11.25	\$ 15,750
51	2- Site Const.	Furnish and install transformer, meter, and meter base	42	Each	2,500.00	\$ 105,000
52	2- Site Const.	Furnish and install natural gas	0	LF	0.00	\$ -
53	2- Site Const.	Furnish and install natural gas service lateral - Intermountain Gas	0	Each	3,000.00	\$ -
		<b>SUBTOTAL</b>				<b>\$ 134,750</b>
<b>MISCELLANEOUS</b>						
54	2- Site Const.	Excavation of Fire Pond	30,000	CF	0.75	\$ 22,500
55	2- Site Const.	Geosynthetic Liner	6,000	SF	2.00	\$ 12,000
56	2- Site Const.	Appurtenances	1	LS	10,000.00	\$ 10,000
57	2- Site Const.					\$ -
		<b>SUBTOTAL</b>				<b>\$ 44,500</b>
<b>SUBTOTAL CONSTRUCTION COST</b>						<b>\$ 378,745.00</b>
Round to nearest \$10,000						<b>\$ 380,000.00</b>
Confidence Factor						<b>\$ 76,000.00</b>
<b>TOTAL CONSTRUCTION COST</b>						<b>\$ 456,000.00</b>

**EXHIBIT D**  
**DEVELOPMENT AGREEMENT**  
**EXTENSION APPLICATION**

**EXHIBIT E**  
**FORM OF CERTIFICATE OF**  
**SUBDIVISION COMPLETION**

# APPENDIX D

## Draft CC & Rs

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR TRESTLES SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions (“Declaration”) is made to be effective the 18 day of July, 2023, by Trestles LLC, an Idaho limited liability company (“Declarant”).

WHEREAS, Declarant is the owner of certain real property in Teton County, Idaho, known as Trestles Subdivision, more particularly described as all that real property shown and described on **Plat** attached hereto and made a part hereof as though set forth in full herein (hereinafter referred to as the “Subject Property”); and

WHEREAS, Declarant desires to provide for the preservation of the desirability and attractiveness of the Subject Property, and any real property which may be annexed thereto pursuant to this Declaration, through the covenants, conditions, restrictions and provisions as hereinafter set forth.

NOW, THEREFORE, The Declarant hereby declares that the Subject Property, and any real property which may be annexed thereto pursuant to the provisions of the Declaration, shall be held, conveyed, divided, encumbered, hypothecated, bonded, rented used, occupied and improved in accordance with and subject to the following provisions, covenants, conditions and restrictions (hereinafter sometimes collectively referred to as “Covenants”), all of which are for the purpose of enhancing and protecting the character, values, desirability and attractiveness of said real property. The covenants shall run with said real property and shall be binding on all parties having or acquiring any right, title or interest in said real property, or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Declarant, and each Owner (as hereinafter defined) or person or entity deriving rights from an Owner. Any conveyance, transfer, sale, assignment, lease of sublease of said real property will be and hereby is deemed to incorporate by reference the provisions of this Declaration and the covenants herein contained.

**ARTICLE I**  
Definitions

As used herein, the following terms shall be defined as in this Article provided:

Section 1. Articles. The term “Articles” shall mean the Articles of Incorporation of the Association, as the same may from time to time be amended.

Section 2. Assessment The term “Assessments” shall mean and refer to any Assessment duly made and levied pursuant to Article VIII hereof.

Section 3. Association. The term “Association” shall mean and refer to the Trestles Homeowner’s Association formed and incorporated to be and constitute the Association to which reference is made in this Declaration, and its successors and assigns, whether by way of merger, consolidation, transfer, or otherwise. The Association shall include, when the context requires, its board of directors, officers, and duly authorized representatives and agents as the same, or any of them, may from time to time be constituted.

Section 4. Board. The term “Board” shall mean and refer to the Board of Directors of the Association as the same may from time to time be constituted.

Section 5. Bylaws. The term “Bylaws” shall mean and refer to the duly adopted bylaws of the Association, as the same may from time to time be amended.

Section 6. Covenants. The term “Covenants” shall refer to this Declaration of Covenants, Conditions and Restrictions or to Supplemental Declarations.

Section 7. Declarant. The term “Declarant” shall mean and refer to Trestles its successors and assigns, under an instrument specifically designating such successor or assign as a successor or assign under this Declaration.

Section 8. Excavation. The term “Excavation” shall mean and refer to any disturbance of the land (except to the extent reasonably necessary for planting) which results in the removal of earth, rock, trees or other substances from a depth of more than twelve (12) inches below the natural surface of such land.

Section 9. Fill. The term “Fill” shall mean and refer to any addition of rock or earth materials to the surface of land which increases the natural elevation of such surface by more than twelve (12) inches.

Section 10. Improvements. The term “Improvements” shall include but not be limited to any buildings, roads, driveways, parking areas, fences, bridges,

retaining walls, stairs, decks, hedges, windbreaks, patios, poles, signs, and any other structures of type or kind.

Section 11. Lot. The term “Lot” shall mean and refer to any parcel of real property comprising a part of the Subject Property shown on a recorded plat or map, or otherwise described in a recorded instrument, which is clearly identified as an individual lot to be used as a building site.

Section 12. Member. The term “Member” shall mean and refer to every person or entity who holds membership in the Association.

Section 13. Mortgage. The term “Mortgage” shall mean and refer to any security device encumbering all or any portion of the Subject Property and as used herein the term “mortgage” shall include a deed of trust.

Section 14. Mortgagee. The term “Mortgagee” shall mean and refer to the record owner of a beneficial interest under a Mortgage.

Section 15. Owner. The term “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a Lot, including contract sellers, but excluding those having an interest in the Subject Property merely as security for the performance of an obligation.

Section 16. Record; Recorded. The term “record” or “recorded” shall mean, with respect to any document, that said documents shall have been recorded in the Office of the County Clerk of Teton County, State of Idaho.

Section 17. Residence. The term “Residence” shall mean a residence structure, but does not include such other improvements and structures as may be customarily incident thereto, on a Lot.

Section 18. Road. The term “Road” shall mean and refer to any graded and improved vehicular way now or hereafter located or constructed within or upon a portion of the Subject Property or the Common Area and designated as a private roadway on any recorded plat or map, or described in a recorded instrument, and shall include roads, drives, lanes, courts, circles and places, all of which shall be dedicated to the Association for repair and maintenance responsibility.

Section 19. Structure. The term “Structure” shall mean and refer to anything constructed or erected on real property, the use of which requires location on the ground or attachment to something having location on the ground.

## ARTICLE II

### Provisions Applicable to Particular Land Classifications

Section 1. Lot Restrictions. Each Lot shall be used exclusively for dwelling purposes and such purposes as are customarily incident thereto, including the leasing thereof. Furthermore, unless otherwise specified on a recorded plat or map, or in a Supplemental Declaration covering the Lot, the following shall apply to each Lot:

(a) Improvement. No Lot shall be improved except with a Residence or and/or shop;

(b) Construction. Unless otherwise expressly approved in writing by the Association, no used Structure or Improvement constructed or erected upon other real property shall be moved from another location to any Lot, and all construction on any Lot shall be first approved by the Association, with new materials and shall be prosecuted diligently and continuously from the commencement thereof until completion. No HUD style mobile homes shall be allowed;

(c) Grading and Landscaping. Grading, excavation or fill shall reflect the natural topography of the site and shall be replanted with plant materials which shall blend with the native vegetation. Berms may not exceed 3 feet in slope or as approved by the Association. All landscaping shall be completed as quickly as possible but in no event later than eighteen (18) months after commencement thereof.

(d) Subdivision. No Lot may be divided or subdivided or a fractional portion thereof sold or conveyed so as to be held undivided ownership. Notwithstanding the foregoing, Owners of adjoining Lots may, with the prior written approval of the Association, sell, lease or purchase adjoining property in any manner permitted by law to accomplish relocation of the boundary line between such Lots if such sale and purchase will not cause or result in a violation of any setback, building or other restriction herein contained or shown on a recorded plat, map, or other applicable law. In such cases, the

new boundary line thus established shall be deemed the new boundary line between the respective Lots but no setback lines, easements, or land uses for such properties with respect to the former boundary line or otherwise shall be changed or shifted by reason of the change of boundary line. Notwithstanding the foregoing, Lots 1, 2 and 9 may be further divided per Teton County permitting.

(e) Combining Lots. Provided that the Owner elects to do so in writing and duly records same in the Office of the County Clerk, Teton County, Idaho, two or more adjoining Lots owned by a single Owner may be combined and developed as one Lot but shall thereafter be deemed one Lot, and may not thereafter be split and developed separately.

(f) Maintenance. Each Owner shall keep all Lots and the exteriors of Improvements thereon and the exteriors, landscaping and surrounding areas of all structures in good order and repair, and in a clean, safe, attractive and sightly condition.

(g) Drainage. The established drainage pattern from, on or over any Lot shall not be obstructed, altered or in any way modified, unless previous written consent is obtained from the Association.

(h) Livestock and Pets. The keeping of horses on the property shall only be permitted by landowner's that own at least 2.5 acres. In this case, the lot owner shall be entitled to keep no more than two horses for personal (on-boarding) use (no stallions for breeding purposes) in a dry lot corral type structure. No domestic animals or fowl totaling more than three (3) generally recognized house or yard pets shall be maintained on any Lot.

(i) Unsightliness. No unsightliness shall be permitted on any Lot or on the exterior or other portions of a Residence visible from elsewhere on the Subject Property, Common Area, or any adjacent property. Without limiting the generality of the foregoing: (1) all unsightly Structures, facilities, equipment, objects and conditions shall be enclosed within an approved Structure or appropriately screened from view; (2) work related professional trailers, trucks, boats, tractors, vehicles, automobiles, campers whether or not on a truck, snow removal equipment and garden or maintenance equipment shall be kept at all times within an enclosed Structure, except when in actual use; (3) refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or

appropriately screened from view; (4) service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; (5) pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities and gas, oil, water or other tanks, and sewage disposal systems or devices shall be kept and maintained within an enclosed Structure or below the surface of the ground; (6) No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate; and (7) all rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Notwithstanding the foregoing, if at the time of the occupancy of any approved structure, connections to a nearby underground electricity line or telephone line are not available, then temporary poles or wires for electricity, or telephone service, as the case may be, may be installed to a reasonable necessary height provided that they shall be promptly removed at the expense of the Owner after the availability of connections to nearby underground lines or cables, which in all events shall be within 120 days (unless said period is extended by the Association). If, at the time of the occupancy of any approved Structure, a connection to a nearby television cable is not available, and if a signal from a booster or translator is not being produced into the area, an Owner may install a temporary antennae inside the Structure, or small satellite dish approved by the Association, or otherwise not visible from adjacent property. If at any time a connection to a nearby television cable becomes available, each Owner shall remove promptly at his expense all television antennae previously installed.

(j) Motor Vehicles. All motor vehicles, including, without limitation, automobiles, trucks, motorcycles, dune buggies, all-terrain vehicles, snowmobiles and other types of recreational vehicles must have mufflers on their exhaust systems and shall be driven only on Roads. Such use of roads shall be limited to ingress and egress only.

(k) No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done, made or suffered or placed thereon which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices except security devices used exclusively to protect the security of any Lot, shall be placed thereon.

(l) No Hazardous Activities. No activities shall be done, made, suffered, or conducted on any Lot and no Improvements constructed thereon which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms, shall be discharged upon any Lot, and no open fires shall be lighted or permitted on any Lot except in a contained unit while attended and in use or within a safe and well-designed interior fireplace, or as otherwise specifically scheduled or approved by the Board.

(m) Fences. Fences shall be treated as improvements with approval of the homeowner's association. All fencing shall be screened. The height limit for fencing shall be 66 inches. No barbed wire or chain link fences are allowed. This is not to require every lot owner to fence his or her lot, but if a fence is desired, it must comply with this provision and be maintained accordingly.

(n) No Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth.

(o) No motorcycles, trail bikes or snowmobiles shall be used on any of the property covered by the Covenants except strictly in accordance with rules promulgated by the Association.

Section 2. Roads. Roads shall be used for roadway and street purposes subject to the rules and regulations of the Association and the Association and shall be maintained by the Association as hereinafter provided.

### **ARTICLE III**

#### **Required Approval of all Changes**

Section 1. Change in the Existing State of Property. "Change in the Existing State of Property" shall mean and include, without limitation, the construction or reconstruction of any building, structure or other improvement, including utility facilities, the making or creation of any excavation, fill or similar disturbance of the surface of land including, without limitation, change of grade, stream bed, ground level or drainage pattern; the clearing, marring, defacing or damaging of trees, shrubs or other growing things; the landscaping or planting of trees, shrubs, lawns

or plants; or any change, alteration or refinishing, including without limitation, any change of color, texture or exterior appearance, of any previously approved change in the existing state of the property, insofar as the same shall apply to any Lot of Subject Property.

Section 2. Approval of Change in Existing State Required. No Change in the Existing State of Property shall be made or permitted, except by Declarant or Trustee, without the prior written approval of the Association and without compliance with this Article III. The following paragraphs of this Article III shall not be applicable to any Change in the Existing State of Property undertaken by Declarant, or any duly authorized agent or representative of Declarant.

Section 3. Association Approval. The Association shall have complete discretion to approve or disapprove any Change in the Existing State of Property. The Association shall exercise such discretion with the following objectives in mind: to carry out the general purposes expressed in this Declaration; to prevent violation of any specific provision of this Declaration or any Supplemental Declaration; to prevent any change which would be unsafe or hazardous to any persons or property; to minimize, as in the sole discretion of the Association is reasonable under circumstances, obstruction or diminution of the view of others; to preserve visual continuity of the area and to prevent a marked or unnecessary transition between improved and unimproved areas and any sharp definition of boundaries of property ownership; to assure that any change will be of good and attractive design and in harmony with the rustic and natural setting of the area and will serve to preserve and enhance existing features of natural beauty; to avoid duplication; to assure that materials and workmanship for all improvements are of high quality comparable to other improvements in the area; and to assure that any change will require as little maintenance as possible so as to assure a better appearing area under all conditions.

Section 4. Association Criteria. The Association shall adopt criteria consistent with Section 3 by which it intends to exercise its discretion with regard to approval or disapproval of any change in the existing state of property. The Association Criteria as formulated by the Association from time to time shall be set forth in writing which shall be made available to Owners of Lots.

Section 5. Prosecution of Work After Approval. After approval by the Association, any Proposed Change in the Existing State of Property shall be accomplished as promptly and diligently as possible and in substantial conformity with the description of the proposed Change in the Existing State of Property and

with any plans and specifications therefor given to the Association. Failure to commence the Change in the Existing State of Property within one (1) year after the date of approval or to complete the proposed Change in the Existing State of Property (including completion of the landscaping) substantially in conformity with the description thereof and plans and specifications therefore within a reasonable period of time (not to exceed two (2) years after commencement of construction) shall operate to automatically revoke the approval of the proposed Change in the Existing State of Property, and, upon demand by the Association, the Property shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed Change in the Existing State of Property. If an Improvement is destroyed (whether totally or partially), the debris shall be removed promptly and the remainder of the Improvement shall either be removed within ninety (90) days or restoration commenced within said ninety (90) day period commencing on the date the destruction occurred. The Association and its duly appointed agents may enter upon any property at any reasonable time or times to inspect the progress or status of any Change in the Existing State of Property being made or which may have been made.

Section 6. Failure to Comply. If the Association shall find that any change in the existing State of Property shall have been undertaken without the approval of the Association in violation of the provisions of this Article III, it shall immediately notify the Declarant and the Association, any of which shall have the right to remove any such Change in the Existing State of Property at the sole cost and expense of the Owner or Owners of the Lot.

If the Association shall find that a Change in the Existing State of Property was not completed in substantial conformity with the description thereof and any plans and specifications therefor as approved by the Association, the Association shall notify the Owner or Owners of such noncompliance and require remedy of such noncompliance. If within sixty (60) days from the date of such notification, the Owner or Owners shall have failed to remedy the noncompliance, the Association shall notify the Declarant and the Association, any of which shall have the right, at its option, to remove the Change in the Existing State of Property or to remedy the noncompliance, in either case at the sole cost and expense of the Owner or Owners of the Lot.

Section 7. Waiver. The approval of the Association of the plans and specifications for any Change in the existing State of Property shall not be deemed to be a waiver by the Association of its rights to object to any of the features or

elements embodied in any other plans and specifications for another change in the Existing State of Property, nor shall such approval be construed as in any manner modifying, altering or waiving any of the Covenants of this Declaration or any Covenants, Conditions, Restrictions or provisions in any Supplemental Declaration.

Section 8. Presumption of Compliance. All of the Changes in the Existing State of Property heretofore or hereafter undertaken by Declarant or his agents or representatives on any Lot shall be conclusively presumed in compliance with the provisions of this Article III.

Section 9. Association Action. If any Owner is obligated to pay for or perform some act in accordance with the terms hereof, or with the terms of any By-Laws or rules promulgated pursuant to these Covenants, and such Owner fails to do so, the Association may cure such failure (but in on event whatsoever shall be obligated to do so) and may recover from the Owner all costs of such cure in addition to any other rights or remedies it may have hereunder. In no event, however, shall the Association or any of its officers, employees or Committee members be liable in any way for its decision to cure same or not to cure same or for the partial or faulty cure of same.

## **ARTICLE IV**

### **Association**

Section 1. General Purposes and Powers. The Association has been formed by Declarant as a nonprofit Idaho corporation by the filing of the Articles. Its affairs shall be governed by the Articles and By-Laws. The Association shall be obligated and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration and any similar functions or obligations imposed on it or contemplated for it under any Supplemental Declaration. The Association shall have all powers necessary or desirable to effectuate these purposes.

Section 2. Duties of Association. The Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration and any Supplemental Declarations, have the obligations, duties and functions to do and perform each of the following for the benefit of the Owners, and members, and for the maintenance, administration and improvement of the Subject Property, and other property owned by the Association, the Recreational Facilities and Common Areas or any other property as may be required or appropriate.

Section 3. Powers and Authorities of Association. The Association shall have all of the powers of a nonprofit corporation organized under the laws of the state of Idaho, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, By-Laws or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done hereunder, or by the Articles and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of its express powers, including the following which are listed without intent to limit the foregoing articulation:

- (a) Assessments. To levy Assessments, charges, fines and penalties on the Owners, and to enforce the payment of the same, all in accordance with the provisions of this Declaration and its Supplements, the Articles, By-Laws, rules and regulations of the Association.
- (b) Easements and Rights of Way. To grant and convey to any third party easements and rights of way in, on, over or under the Association's property or common areas owned by the Association for the purpose of constructing, erecting, generating or maintaining any Improvements, utilities or other facilities, subject to the prior written approval of the Association.
- (c) Employment of Manager and Employees. To employ the service of any person or firm as manager, together with employees, to manage, conduct and perform the business, obligations and duties of the Association as may be directed by the Board and to enter into contracts for such purposes. To obtain, and pay for, legal, accounting, engineering, management and other professional services as may be necessary or desirable.
- (d) Mortgagee Protective Agreements. To execute and cause to be recorded from time to time agreements in favor of holders or insurers of mortgages secured by portions of the Subject Property. Such agreements may condition specified action relevant to this Declaration or the activities of the Association upon approval by a specified group or number of such Mortgage holders or insurers.
- (e) Right to Make Rules and Regulations. The Association shall be authorized to and shall have the power to adopt and enforce rules and regulations to regulate use of any and all facilities and property of the Association to assure fullest enjoyment and use by the persons entitled to enjoy and use the same, provided that such rules and regulations shall not be

in conflict with this Declaration or any Supplemental Declaration. The Association may provide for enforcement of any such rules and regulations through reasonable and uniformly applied fines and penalties, through exclusion of violators from property and facilities of the Association or otherwise. Each Owner, members of his family and his tenants, guests and invitees shall be obligated to comply with and abide by any such rules and regulations.

(f) Right to Prosecute Actions. The Association shall have the power and authority from time to time, in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits in law and in equity to restrain any breach or threatened breach of this Declaration or any supplemental Declaration and to enforce, by mandatory injunction or otherwise, all of the provisions of this Declaration or any Supplemental Declaration.

(g) Insurance. To obtain, maintain and pay for such insurance policies or bonds, whether or not required by any provision of the Declaration, or any By-Laws, as the Association shall deem to be appropriate for the protection or benefit of the Owners, their tenants, or guests, including, but without limitation, fire and extended coverage insurance covering the Association Property, liability insurance, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance and fidelity bonds.

(h) Utility Service. To contract and pay for, or otherwise provide for, utility services, including, but without limitation, water, sewer, garbage, electrical, telephone, and gas services over any of the Subject Property owned by the Association.

(i) Road Maintenance. To contract and pay for, or otherwise provide for, the construction, reconstruction, repair, maintenance, snow removal, replacement, or refinishing of any roads, drives, or other paved areas upon any portion of the Subject Property owned by the Association.

(j) Trail Maintenance. To contract and pay for, or otherwise provide for, the construction, reconstruction, repair, maintenance, snow removal, replacement, or refinishing of any paved trail areas upon any portion of the Subject Property owned by the Association.

(k) Protective Services. To contract and pay for, or otherwise provide for, fire and such other protective services as the Association shall from time to time deem appropriate for the benefit of the Owners, their tenants, and guests.

(l) General Contracts. To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment and labor as and to the extent the Association deems necessary.

(m) Liens. To pay and to discharge any and all liens from time to time placed or imposed upon any common area owned by the Association on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration.

(n) Implied Rights of Association. The Association shall have and may exercise any right or privilege given to it expressly in this Declaration or any Supplemental Declaration, its Articles and By-Laws or, except to the extent limited by the terms and provisions of this Declaration, given to it by law, and shall have and may exercise every other right or privilege or power and authority necessary or desirable to fulfill its obligations, including, without limiting the generality of the foregoing.

(o) Right to Enter Upon Any Lot. The Association, or its duly authorized agents, shall have the right at any time, and from time to time, without liability to any Owner for trespass or otherwise, to enter upon any Lot of the Subject Property, or any structure or improvement thereon, for the purpose of (1) maintaining same in the event of default on the part of the Owner or Owners thereof, in the maintenance thereof; (2) removing any Change in Existing State of Property in violation of the provisions of Article IV hereof; and (3) otherwise enforcing the Covenants contained in this Declaration or any provisions, Covenants Conditions or Restrictions contained in any Supplemental Declaration; provided however, any entry into any structure shall require 24 hours advance notice by personal delivery or posting conspicuously on such structure.

(p) Fees and Fines. The Association, or its duly authorized agents, shall have the right at any time, and from time to time, without liability to any Owner have the authority to set the rate of fees for services to the Owners and to adopt a fine schedule for the violation of this Declaration. Prior to the

issuance of any fines to an Owner the Association must invite the Owner to which such fine is directed to a hearing in front of the Board on the matter to which the fine is proposed.

## **ARTICLE V**

### Association-Member and Management

Section 1. Regular Membership. There shall be one (1) Regular Membership in the Association and one (1) vote for each Lot regardless of the size of such Lot, and regardless of the differences in the size or scope of Improvements thereon. Such Membership in the Association shall be mandatory. Each such membership shall be appurtenant to the fee simple title to such Lot. The Owner or Owners (including Declarant) for the Lot, shall be deemed the Owner or Owners of the Membership appurtenant to that property and title to and ownership of the Membership for that property shall automatically pass upon transfer of fee simple title or long term lease to that property. Each Owner or Owners of a Lot aforesaid shall be at all times entitled to the benefits and subject to the burdens relating to the Membership for such property. For purposes hereof, if an Owner has entered into a lease for the property with an original term of twenty-five (25) years or more, such Owner may give such lessee his proxy to exercise rights of membership as to such property and shall file such proxy with the Association. If fee simple title or long term lease to a Lot of property as aforesaid, is held by more than one person or entity the membership appurtenant to that property shall be shared by all such persons or entities in the same proportionate interest and by the same type of ownership in which fee simple title to that property is held.

Section 2. Board of Directors. The affairs of the Association shall be managed by a Board of Directors consisting of Three (3) persons. In all events, the Board of Directors may, however, delegate any portion of its authority, by resolution, or to an Executive Committee, or to an Executive Manager or Director for the Association. Members of the Board of Directors, shall be elected annually by the members. Vacancies in the Board may be filled by the action of a majority of the remaining Board Members.

Members of the Board and their officers, assistant officers, agents and employees acting in good faith on behalf of the Association:

- a) shall not be liable to the Owners as a result of their activities for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith;
- b) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity;
- c) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith; and
- d) shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their official capacity.

Section 3. Voting of Members. Each Member shall have one vote for each Lot as provided in Section 1 herein above, in the election of members of the Board of Directors of the Association, and in all other matters submitted to the vote of Members. In all voting by Members, voting by proxy shall be allowed and permitted, and in all voting for members of the Board cumulative voting shall be allowed and permitted. When one or more persons hold an interest or interests in any Lot the vote shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Until 67% of the Lots have been sold and title transferred to Owners other than Declarant, whichever occurs first, the Declarant reserves the right to appoint and remove all members of the Board and to exercise the powers and responsibilities otherwise assigned by the Declaration to the Association. Notwithstanding the foregoing, by express written declaration, Declarant shall have the option to at any time turn over to the Association, and its members, the total responsibility for electing and removing members of the Board.

Section 4. Notices of Meetings. A member shall be entitled to at least thirty (30) days' notice of all meetings in which a vote of the Members is to be taken and when the amount of all Assessments which the members are obligated to pay will be determined. Notice shall be considered given when written notice is mailed or telegraphed to a Member addressed to the Member under the name and address for the Member furnished by the Member to the Association and, in any event shall be deemed given on the earlier of actual receipt or three (3) days after mailing or telegraphing. If a Member fails to furnish a name or address to the Association to which notices may be mailed, the Association shall be entitled to give notice by mail,

telegraph or deliver of a written notice to the address of such member's property, addressed "Care of Owners".

Section 5. Quorum. A quorum shall consist of fifty-one percent (51%) of the Members.

## **ARTICLE VI**

### **Assessments**

Section 1. Operating Fund. The Association, acting by and through the Board, shall collect and deposit to an account in the name of the Association all moneys paid to it by way of assessment, by way of fees or charges for the use of the Common Area and the Recreation Facilities, or otherwise and from which the Association shall make disbursements in performing the functions which the Association performs under this Declaration.

Section 2. Maintenance Assessment. Not later than thirty (30) days prior to the commencement of each calendar year, the Association shall estimate the costs and expenses to be incurred by it during such year in performing its function, including reasonable provisions for defraying expenses attributable to ownership, maintenance, operation and furnishing of Common Area and the Improvements thereon and for contingencies, reconstruction and replacements and for alterations, modifications and improvements thereto, including but not limited to the payment of taxes of the Association, the payment of taxes levied on or with respect to the property owned by the Association, the payment of utility charges, maintenance expenses for the utility installations and Roads and snow removal therefore, Board expenses, expenses of enforcement of this Declaration and professional fees. In so estimating, the Association shall take into consideration the anticipated balance in the operating fund as of the start of such year and the estimated receipts of all assessments, charges, fees, and other payments to be collected during the year. The net estimate determined by the Association as being necessary and required shall be divided and assessed by it as of January 1 of each year as an assessment for such year against all Owners of Lots (each Lot being treated the same as all other Lots regardless of differences in size, regardless of whether improved or unimproved, and regardless of differences in size, degree or nature of the Improvements) in proportion to the number of Lots owned by each Owner.

Section 3. Supplemental Assessment. If at any time and from time to time during any year it shall appear that the assessment is or will be inadequate for any reason, including nonpayment by any Owner of his share, the Association may levy

a further assessment to all Owners in the amount of such actual or estimated inadequacy.

Section 4. Payment of Maintenance Assessment. The assessments shall be due and payable by the Owners to the Association in equal quarterly installments in advance on or before the thirtieth (30th) day of each January, April, July and October, or in such other manner as the Association shall designate, but not in advance in an amount in excess of the estimate for the full year.

Section 5. Special Assessments. The Association may also levy a special assessment against any Owner where, as a direct result of said Owner's acts or failure or refusal to act or otherwise to comply with this Declaration the By-Laws, the Covenants, and any rules prescribed by the Board of Directors, moneys were or will have to be expended from the fund by the Association in performing its functions or enforcing the Covenants under this Declaration, the By-Laws, the Covenants, or any rules prescribed by the Board of Directors. Such special assessment shall be in the amount to be expended or so expended therefor and shall be due and payable to the Association when levied and shall include without limitation, engineers', architects', attorneys' and accountants' fees reasonably incurred by the Association.

Section 6. Special Assessments for Capital Improvements. In addition to the annual assessments the Association may levy a special assessment for the purpose of paying part or all of the costs of construction, re-construction or replacement of any capital improvements located upon the Common Area, including necessary fixtures or personal property related thereto. Any special assessment shall apply only to the year in which it is set. Any special assessments shall require the prior approval of two-thirds (2/3) of the members. There shall be a development fund into which the Association shall deposit all monies paid to it as special or capital development assessments and income and profits attributable to investment of the development fund and from which Association shall make disbursements in performing the functions for which such assessments are levied.

Section 7. Obligation of Payment. Each assessment (maintenance, supplemental, special or development) shall be a separate, distinct and personal debt and obligation of the Owner against whom it is assessed, at the time the assessments is made, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it be so expressed in such deed, is deemed to covenant and agree to timely pay the same to the Association. If the Owner does not pay such assessment, or any installment thereof, when due, the Owner shall be deemed in default, and the amount

of the assessment not paid, plus interest at on and one-half percent (1 1/2%) per month (not to exceed, however, the highest rate permitted under Idaho law) and costs, including reasonable attorneys' fees, shall be and become a continuing lien upon the Lot or Lots of such Owner, effective upon and as of the recordation of a notice of default. Such notice of default shall set forth the amount of the delinquent assessment and other charges, a description of the Lot against which the same has been assessed and the name of the record holder thereof, and shall be signed by any officer of the Association, and shall be mailed to Owner at least ten (10) days prior to the recording of a lien. Such lien shall be prior to all other liens and shall continue for so long as the debt secured by such lien is statutorily enforceable. Such lien may be foreclosed by the Association in like manner as a Mortgage of real property, and the Association shall have the power to bid on the Lot at a foreclosure sale and to acquire and thereafter hold, lease, mortgage and convey the same. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such assessment obligation. Upon payment of any such delinquent assessment, interest and charges in connection with which such notice of default has been so filed, or other satisfaction thereof, the Association shall cause to be filed a further notice stating the satisfaction and release of the lien thereof.

Section 8. Estoppel Certificate. On request by any proposed purchaser, Mortgagee or transferee of a Lot, the Association shall execute and acknowledge a certificate stating the amount of the assessment secured by any lien upon such Lot, or that there is no outstanding assessment, as the case may be. Such certificate shall be conclusive upon the Association and the Owners in favor of all persons who rely thereon in good faith as of the amount of such indebtedness or the absence of any indebtedness as of the date of the certificate. The Association may charge a reasonable fee for the issuance of such certificate.

Section 9. No Owner subject to assessment, charges, fines, or penalties hereunder may exempt himself from liability for same, nor release his Lot or any portion thereof from the liens thereof, by waivers of the use and enjoyment of the property and facilities promoted by such assessments, charges, fines and penalties or by abandonment of his Lot or any portion thereof.

## **ARTICLE VII**

### **Property Rights**

Section 1. Drainage. There is hereby reserved to Declarant a non-exclusive easement for drainage of surface waters from portions of the Subject Property across

other portions of the Subject Property. Said drainage shall conform to a development plan as it is developed by Declarant. Drainage shall be limited to reasonable amounts of water and shall be so designed and constructed so as not to materially interfere with the development, use and enjoyment of the portions of the property onto which such water drains. The drainage as established shall not be altered, modified or changed as to any part of the Subject Property without the consent of the Owners who will be affected by any such alteration, modification or change.

Section 2. Roads. Each Owner of a Lot, as well as Declarant, shall have a non-exclusive easement appurtenant to his property of ingress and egress over and on all Roads. Each Owner may delegate his right under said non-exclusive easement for the benefit of his family, his tenants, servants, employees, agents, guests and invitees, and any transferee by way of lease assignment or contract for purchase of the property to which said non-exclusive easement is appurtenant.

Section 3. Members' Easements of Enjoyment. Subject to (i) the applicable rules and regulations (ii) existing easements and reservations of rights, and (iii) requirements of applicable law, every member of the Association shall as Owner of one or more Lots, together with Declarant, have a right and non-exclusive easement of use and enjoyment in and to all property owned by the Association, property interest, and Recreational Facilities owned or held by the Association. Such right and easement shall be appurtenant to and shall pass with the title to every Lot subject to the following limitations:

- (a) The right of the Association to limit the number of guests, and to adopt Association Rules regulating the use and enjoyment of the same.

Section 4. Delegation of Use. The Owner of any Lot may delegate to any occupant of the same the right to the use and enjoyment of the said facilities and any privilege appurtenant to such Lot on which the same is located.

Section 5. Parking Rights. The use of parking areas (if any) within the Association's properties, together with the terms and conditions with regard to such use, shall be subject to and at all times governed by the Trustee's rules or the Association's rules as the same are in effect from time to time.

## ARTICLE VIII

### Miscellaneous

Section 1. Duration of Declaration. Any provision, covenant, condition or restriction contained in this Declaration or any Supplemental Declaration shall be Covenants running with the land for the use and benefit of the Lots, Association's Property and Common Area, and shall continue and remain in full force and effect for the period of forty (40) years following the date of recording after which time they shall continue automatically for successive periods of ten (10) years, unless, at least one year prior to the expiration of any such period, this Declaration is terminated by recorded instrument directing termination signed by the Owners of not less than two-thirds (2/3)) of the aggregate number of Lots.

Section 2. Effect of Provisions of Declaration. Each provision, covenant, condition and restriction contained in this Declaration:

(a) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property subject to this Declaration is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(b) shall, by virtue of any person's or entity's acceptance of any right, title or interest in any parcel of property subject to this Declaration, be deemed accepted, ratified, adopted and declared as a personal covenant of such person or entity and, as a personal covenant of such person or entity shall be binding on such person or entity and such person's or entity's heirs, personal representatives, successors and assigns and, if a personal covenant of a person or entity other than the Association or Declarant shall be deemed a personal covenant to, with and for the benefit of Declarant and to, with and for the benefit of the Association and, if a personal covenant of the Association, shall be deemed a personal covenant to, with and for the benefit of Declarant and to, with and for the benefit of each Owner of Property subject to this Declaration;

(c) shall be deemed a real covenant by Declarant, for itself, its successors and assigns, and also an equitable servitude running, in each case, as a burden with the title to each parcel of property now or hereafter subject to this Declaration and, both as a real covenant and an equitable servitude, shall be a burden upon and binding on each such parcel of property and upon each person or entity owning any right, title or interest in such parcel of property for so long as such person or entity owns any such right, title or interest, and, with respect to any property of a person or entity other than the Association, or Declarant, shall,

both as a real covenant and an equitable servitude, be deemed a covenant and servitude for the benefit of any property now or hereafter owned by Declarant subject to this Declaration, and for the benefit of any property now or hereafter owned by the Association which is subject to this Declaration and for the benefit of any and all property which is subject to this Declaration;

(d) shall be deemed a covenant, secured by alien binding, burdening and encumbering the title to each parcel of property which is subject to this Declaration and, with respect to any property or entity other than the Association of Declarant, shall, as a lien, be deemed a lien in favor of Declarant and the Association and, with respect to any property owned by the Association, shall, as a lien, be deemed a lien in favor of Declarant; and

(e) shall be deemed a condition subject to which title to each parcel of property which is subject to this Declaration is and shall at all times be held.

Section 3. Enforcement and Remedies. The covenants contained in this Declaration and the provisions, covenants, conditions and restrictions contained in any Supplemental Declaration with respect to the Subject Property, the Association or property of the Association shall be enforceable by Declarant, by the Association, or by any Owner of property subject to this Declaration by a proceeding for a prohibitive or mandatory injunction. The covenants contained in this Declaration and the provisions, covenants, conditions and restrictions contained in any Supplemental Declaration with respect to a person or entity or property of a person or entity or the Association or Declarant shall be enforceable by the Declarant or the Association by a proceeding for prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid or, in the discretion of the Association or the Declarant, for so long as any person or entity fails to comply with any such provision, covenant, condition or restriction, by exclusion of such person or entity and such person's or entity's guests or invitees from use of any property or facility owned or held by the Association and from enjoyment of any function undertaken by the Association. In addition to the remedies stated above, if, with respect to any property subject to this Declaration, conveyed to the Association or to any other person or entity by Declarant, there is a violation or breach of or failure to comply with, any of the provisions, covenants, conditions or restrictions contained in this Declaration or the provisions, covenants, conditions and restrictions contained in any Supplemental Declaration, then Declarant shall be deemed to have and shall have a power of termination and the right immediately or at any time during the continuation of any such violation, breach, or failure to re-enter and take possession of the real property and, upon

exercise of this right of re-entry, title to the property shall thereupon vest in Declarant. This right of re-entry and for re-vesting of title shall be subject to the provisions of Article IV, Section 7. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

Section 4. Protection of Mortgagee. No violation or breach of any of the provisions, covenants, conditions or restrictions contained in this Declaration or any provision, covenant, condition or restriction contained in any Supplemental Declaration and no action to enforce the same shall defeat, render invalid or impair the lien of any Mortgage taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such Mortgage. Any such purchase shall, however, take subject to this Declaration except only that violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors or assigns.

Section 5. Limited Liability. Neither Declarant, the Association, the Board of Directors of the Association, nor any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith.

Section 6. Successors and Assigns. This Declaration and any Supplemental Declaration shall be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of the Association, Declarant, Owners, lessees, guests, invitees, and all other persons or entities deriving rights therefrom, whether voluntary or involuntary by operation of law or otherwise.

Section 7. Severability. Invalidity or unenforceability of any provision of this Declaration or of any Supplemental Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration or of any Supplemental Declaration.

Section 8. Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any covenant contained in this Declaration.

Section 9. No Waiver. Failure to enforce any covenant in this Declaration or in any Supplemental Declaration shall not operate as a waiver of any such covenant or of any other provision, restriction, covenant or condition.

Section 10. Notice. Except as otherwise provided, any notice permitted or required to be delivered may be done so either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered four (4) days after a copy of same has been deposited in the United States Mail, postage prepaid, addressed to the person at the address given by such person to the Board of Directors of the Association for the purpose of service of such notice, or to the property of such person which is subject to this Declaration or any Supplemental Declaration if no address has been given to the Board of Directors. Such address may be changed from time to time by notice in writing to the Board of Directors of the Association.

Section 11. Amendment. The provisions of this Declaration may be amended by the vote of those holding at least two-thirds (2/3) of the votes of the members in the Association. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Secretary of the Board.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

Trestles

By \_\_\_\_\_

Name: Curt Behle

Title: Owner/Manager

STATE OF IDAHO            )  
  ) SS.  
COUNTY OF TETON        )

The foregoing Declaration of Covenants, Conditions and Restrictions for \_\_\_\_\_ was acknowledged before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Witness my hand and official seal.

SEAL

\_\_\_\_\_  
Notary Public

# APPENDIX E

## Financial “Letter of Intent”

# Financial Security

Regarding financial security for the construction of the improvements for the Trestles development, the intention is securing bond through cash in owner accounts.

# APPENDIX J

## Open Space Management Plan

# Open Space Management Plan

## I. Introduction

Trestles is a proposed residential subdivision located north of E 2000 South and east of Highway 33. The site consists of 216.83 acres of farmland. The proposed development consists of 68 lots with 66 buildable lots in accordance with the Teton County Subdivision Regulations. The unbuildable lots consisting of 12.019 acres will be set aside as an open space for wildlife conservation or as agricultural farmland.

## II. Purpose

This document has been prepared to establish guidelines for the use and maintenance of the Open Spaces within Trestles. This document is intended as a guide to the general principles of land management, for use by the Trestles Homeowners Association (“HOA”) in establishing open space lands that enhance the landscape and provides measures for low impact recreation for the residents of the Development. As such, it does not attempt to include all operational documents and contracts that may be required for its implementation.

The intent of the open space is to remain as natural as possible with native vegetation, or vegetation as currently found on the parcel.

The requirements of these Open Spaces will continue to evolve over time. This document does not purport to anticipate all future needs. Instead, it establishes a system for management that permits flexibility and responsiveness to changing conditions and needs, and a means to revise procedures and resolve problems if they arise. The Open Spaces shall comply with the Teton County Zoning Regulations at the time the subdivision was approved.

## II. Open Space Lands

### Open Space Easement Use

In general, the Open Space Easements are intended to provide resource protection, buffer from adjacent properties, preservation of views and a low impact recreational amenity for the property owners of the development, as well as allow access for facility maintenance. The Open Space lands, lots, and/or easements as shown on the Plat are platted to the property owners with rights reserved to the HOA for construction and maintenance of improvements and amenities.

The designated open space consists of 12.019 acre parcels platted as open space. The open space parcel occupies the western lot of the property with Spring Creek traversing the lot. The Spring Creek lot provides the best cover for wildlife and bounds the mapped Wildlife Migration Corridor per Teton County GIS mapping. Unless determined otherwise by the HOA, the areas designated as Open Space will remain in their current native condition to preserve their natural character, to provide wildlife habitat, scenic views, and low impact recreational opportunities.

## Wildlife Management

A Natural Resource Evaluation with Wildlife Habitat Assessment was completed on the property. That document identifies the open space parcel as the most valuable wildlife habitat within the 20–acre RR subdivision with most of the use by wildlife described as transitory. However, the report includes recommendations to support maintenance of the wildlife habitat, which include:

- Wildlife friendly fencing
- Outdoor lighting restrictions
- Management of pets
- Management of noxious weeds

## Open Space Access

The Open Space will allow access for all property owners within the subdivision for passive recreational use (walking, equestrian, bicycling, picnicking, etc.). Motorized vehicles will be limited in the Open Space except for those necessary for maintenance and agricultural operations.

The Open Space allocated as parks and trails will allow access to the general public for passive recreational use.

## Open Space Management

Operational costs for the Open Space areas will be financed and managed by the HOA. Management will consist of encouraging native vegetation, repairing and replacing existing livestock fencing, periodically maintaining natural surface trails, and controlling invasive weeds.

Weed control will be a major objective for management of the open spaces. The HOA will conduct periodic surveys of the property to ascertain the presence of noxious weeds and establish the methods to control the weeds as necessary. Control of noxious weeds in the open space will be performed by the HOA or a licensed contractor hired by the HOA in accordance with Idaho Statute Title 22, Chapter 24, Noxious Weeds 22-2407. The control efforts will employ chemical, cultural, and biological methods and follow integrated pest management and best management practices as recommended and approved by the Teton County Idaho Weeds Department. Precautions will be implemented to restrict materials or methods which would endanger wildlife, water quality or adjacent lands.

In addition to weed control, open space areas may be enhanced from time to time with plantings of trees, shrubs, native grasses, and forbs.

## IV. Individual Residential Building Sites

The area of each residential lot that lies outside of any Open Space Easement is the development area. Within the development area is a designated building envelope in which all buildings must be constructed. The development area outside the building envelope may not contain buildings but may include landscaping, wells, septic systems, driveways, walkways, gardens, etc.

### Responsibilities of Individual Lot Owners

Management and maintenance, including weed control and erosion control, of all property within the development area is the responsibility of the individual lot owner, whether developed or not.

### Remedies for Deficient Management by Individual Lot Owners

If an individual lot owner is unwilling or unable to maintain their development area in an acceptable condition, the HOA is empowered by the CCR's to correct any and all deficiencies.

## **Responsibility for Managing Open Space**

The responsibility for managing the open space is the HOA.

The party(ies) responsible for the open space management will implement the recommendations of the Wildlife Habitat Assessment in terms of wildlife friendly fencing, if any, lighting to meet the Teton County Lighting Ordinance, and management of pets.

# APPENDIX K

## Letters of Preliminary Approval

## Eric Stoddard

---

**From:** Brent CROWTHER  
**Sent:** Tuesday, July 18, 2023 8:20 PM  
**To:** Eric Stoddard  
**Subject:** FW: 01-22-0045 Trestles and Wildflower - Revised Fire Suppression Plan

Approved

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** Earle Giles <egiles@tetoncountyfire.com>  
**Date:** 6/12/23 3:34 PM (GMT-07:00)  
**To:** Brent CROWTHER <bcrowther@civilize.design>  
**Cc:** Curt Behle <curtbehle@gmail.com>, Quinn QUINN Zite <quinnzite@gmail.com>  
**Subject:** Re: 01-22-0045 Trestles and Wildflower - Revised Fire Suppression Plan

Mr. Crowther,

Thank you for the research and time and money invested into the pressurized water/well system and the Engineering to change from depending Solly on fire ponds for the water supply need for fire suppression. I am approving the proposed redundant system with pressurized as the primary source and the ponds as a backup for drafting capability's as needed if we have a larger fire event in the area.

Thank you,

### **EARLE GILES, III**

Deputy Fire Chief  
Fire Marshal  
Teton County Fire Protection District  
[egiles@tetoncountyfire.com](mailto:egiles@tetoncountyfire.com)  
[tetoncountyfire.com](http://tetoncountyfire.com)  
p: 208.715.5201  
f: 208.936.7014

---

**From:** Brent CROWTHER <bcrowther@civilize.design>  
**Sent:** Monday, June 12, 2023 1:47 PM  
**To:** Earle Giles <egiles@tetoncountyfire.com>  
**Cc:** Curt Behle <curtbehle@gmail.com>; Quinn QUINN Zite <quinnzite@gmail.com>  
**Subject:** FW: 01-22-0045 Trestles and Wildflower - Revised Fire Suppression Plan

Earl,

The attached file is updated to eliminate a couple of the details that were carryovers from previous submissions. Review this instead of the file attached to the previous email.

*Brent E. "Husk" Crowther, P.E., PMP, CFM*

Brent E Crowther, P.E. PMP, CFM  
President  
Civilize, PLLC  
Management and Engineering  
3853 W. Mountain View Dr.  
Rexburg, ID 83440  
208-351-2824  
bcrowther@civilize.design

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---

**From:** Brent CROWTHER  
**Sent:** Monday, June 12, 2023 1:41 PM  
**To:** Earl Giles <egiles@tetoncountyfire.com>  
**Cc:** Curt Behle <curtbehle@gmail.com>; Quinn QUINN Zite <quinnzite@gmail.com>  
**Subject:** 01-22-0045 Trestles and Wildflower - Revised Fire Suppression Plan

Earl,

Attached is a revised fire suppression plan for Trestles I, Trestles II, and Wildflower that should address our conversation as well as those you have had with Curt and Quinn. The proposal is to provide two year-round pressurized hydrants using the existing well; one hydrant at the boundary between Trestles and Wildflower and one hydrant at the boundary between Trestles I and Trestles II. The hydrants will be those specified by the City of Driggs and will feature a turnout from the subdivision road for access to fill the trucks. The pressurized hydrants will entail designing a well house with valving to separate the irrigation system from the fire suppression system but that is relatively straightforward. For redundancy, we also propose the two fire ponds at the two entrances to the developments, one on 2000 South at the entrance to Wildflower and one on 2000 South at the entrance to Trestles. I think this strikes a reasonable balance between the needs of the Fire District, the IFC recommendations, and the cost for the developer. It gives us a year-round water source for fire suppression along with a redundant source.

Can you let us know if this proposal is acceptable and satisfies the design you have expressed over the past couple of months in terms of a pressurized system?

Thank you.

*Brent E. "Husk" Crowther, P.E., PMP, CFM*

Brent E Crowther, P.E. PMP, CFM  
President  
Civilize, PLLC  
Management and Engineering  
3853 W. Mountain View Dr.  
Rexburg, ID 83440  
208-351-2824  
[bcrowther@civilize.design](mailto:bcrowther@civilize.design)

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**TETON COUNTY**  
820 Valley Centre Drive  
Driggs, ID 83422  
OFFICE (208) 354-2220  
FAX (208) 354-2224

7/29/2021

Teton County Planning and Zoning  
89 North Main Suite 6  
Driggs, Idaho 83422

Curt Behle  
436 Forest View Drive  
Driggs, Idaho 83422

Re: B & W Subdivision

Four test pits were observed June 8, 2021 on the parcels RP04N45E029250 and RP04N45E027350 in Teton County Idaho to determine suitability for residential sub-surface wastewater disposal in a proposed 24 lot subdivision of the properties. Below are the findings of the soil horizons observed in these test pits. Field notes are attached from the site visit and soil observations.

All Test Pits (1-4) show consistent soil horizons of the following: 0-12/24 inches silt loam Topsoil B2 Soil Type. 12/24-120 inches of gravelly medium to coarse sand with minor fines and approximately 70% rock content. Rock consists of rounded 2-6-inch diameter cobbles that increase in concentration and size with depth. All Test Pits were dry, and no bedrock was encountered. Locations are listed below:

Test Pit 1 N43.41.853 W111.06.160  
Test Pit 2 N43.42.060 W111.06.102  
Test Pit 3 N43.42.055 W111.06.285  
Test Pit 4 N43.41.652 W111.06.061

No surface waters were observed on the properties at the time of evaluation. Any natural water ways would be intermittent/seasonal and flow less than 2 months out of the year. Irrigation pipe and small ditches are found onsite but are dry and separation from these (if used) would be able to be met on lots containing the small water ways.

Slope is variable due to undulation of topography, but is never greater than 10% and is not enough to exclude installing a sub-surface waste water disposal system.

Adjacent properties have been approved for subdivision development and residential use.

It may be required by EIPH that each lot have a site evaluation at the time a property owner applies for a septic system. This will assure that the owner is being issued a permit for the system that will best serve their need and meet all State of Idaho Sub Surface Wastewater Rules and Requirements.

The proposed lots are suitable for residential basic gravity flow subsurface waste disposal dependent on location of dwellings. EIPH approves the Subdivision Application and Preliminary Plan for the B & W

Subdivision. Attached are the Sanitary Rules/Regulations and Health Certificate for the development. The sanitary information must be properly recorded with the final plat and the plat cover page must contain the certificate.

A copy of the final plat is to be provided to EIPH at the time the Health Certificate is signed. The application fee balance will also be collected prior to signing the Health Certificate. If this application /plan changes for any reason, please coordinate those changes in advance with Kathleen Price, Driggs Office, Eastern Idaho Public Health.

Thank you,

*Kathleen Price*

Kathleen Price  
REHS/MSG  
Eastern Idaho Public Health District  
[kprice@eiph.idaho.gov](mailto:kprice@eiph.idaho.gov)  
208-354-2220

**CERTIFICATE OF APPROVAL**

(Individual wells and subsurface sewage)

The use of the following Certificate of Approval is for subdivisions with approved individual wells and subsurface sewage disposal systems. This is to be used by the HDs to lift sanitary restrictions after all requirements are met for each lot and every lot shown on the final plat:

**CERTIFICATE OF APPROVAL**

**Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.**

**Date:** \_\_\_\_\_ **Health District Signature:** \_\_\_\_\_



**SUBDIVISION ON-SITE**

Conducted on: 7-15-21 Time: Travel 30 On-site 90+

I. NAME OF SUBDIVISION: B+W Subdivision

II. LOCATION (COUNTY): Teton

III. GENERAL INFORMATION:

A. Current Land Use: Agriculture

B. Adjoining Property Use: Ag + Residential.

C. Surface Water (on or near development): > 500'

D. Slope: minor, but

E. Drainage Areas Present: No -

F. Rock Outcrop Present: No.

G. Wetland Indications: No extremely dry - old irrigation pipe + ditches not in use.

IV. EVALUATION:

A. Individual water and sewer:  
Does each lot appear to have sufficient area to install proposed system and to meet minimum separation requirements? Yes X No \_\_\_\_\_

B. Individual water and central sewer:  
Does there appear to be sufficient area for central system and replacement area? Yes \_\_\_\_\_ No \_\_\_\_\_

C. Individual sewer and central water system:  
Does each lot appear to have sufficient area to install proposed system and to meet minimum separation requirements? Yes \_\_\_\_\_ No \_\_\_\_\_

D. Individual sewer and public water system:  
Does each lot have sufficient area to install proposed system and to meet minimum separation requirements? Yes \_\_\_\_\_ No \_\_\_\_\_

COMMENTS:

There is variable slope due to undulation in topography but no slope > 10% - All lots will have ample space for septic systems, replacement areas and wells. Soil horizons are consistent thru out site -

EHS: [Signature] #93

# TEST HOLE INFORMATION

SUBDIVISION B+W DATE 7-15-21

Test Hole # 1  
 Location: N43°41.853' W 14°06.160'  
 Depth: 120"

Test Hole # 2  
 Location: 43°42.060'  
 Depth: 120" 102.

Test Hole # \_\_\_\_\_  
 Location: N43°42.055'  
 Depth: 120

*2 1/2"*  
 Silt loam  
 F.S. B7  
 gravelly sand A2A  
 w/minor fines  
 >70% rock content  
 rounded.  
 2-6" diameters  
 increasing w/depth in size  
 + content  
 No bedrock.  
 No G.W.

Silt loam  
 sand gravel  
 medium to coarse  
 sand  
 minor fines  
 some rock content  
 layered  
 sand.  
 may be some sand  
 just @

*12"*  
 This top soil  
 layered rock  
 sand minor  
 silt  
 Dry  
 No bedrock

Test Hole # 3  
 Location: N43°41.652'  
 Depth: 120"

Test Hole # \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Depth: \_\_\_\_\_

Test Hole # \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Depth: \_\_\_\_\_

Some A9  
 others

August 10<sup>th</sup>  
 Meeting w/county.

ANTONIO ALFONSO GONZALEZ  
RP04N45E021500

HARLEY  
E024799

LIBERTY LLC  
RP04N45E027950

325 BLACKFOOT LLC  
RP04N45E027350

LIBERTY LLC  
RP04N45E028402

071500 LLC  
RP04N45E029250

FREE FA  
RP04N

S Highway 33

W 2000 S

FULMER DEL  
RP04N45E110601

SCHMITTER KAREN  
RP001520010030

ROKES, ETTA L  
RP001520020040

ROSS, KACY L  
RP001520030050

IRONWOOD PUD PHASE I

Iron W.

S 900 W

\* Approximate Test Pit Locations.



Public Health  
Prevent. Promote. Protect.

### Application for Subdivision/Land Development Review

FEES:  
Central Water Sewer  
Plats:

On-Site Sewage Plats or  
Parcel Splits:

## Idaho Public Health Districts

Developer/Applicant Name: Curt Behle Phone #: 858-361-0503 Fax#:

Mailing Address: 436 Forest View dr Driggs ID 83422  
Street/P.O. Box City State Zip

E-mail address: CurtBehle@gmail.com

Name of Subdivision: B & W subdivision

City: Driggs County: Teton

Location of Subdivision: West 2000 South, Driggs, ID 83422

Legal Description: Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ 1/4 Section \_\_\_\_\_

Parent Parcel Number of Site: BFF Holdings Inc - 325 Bbehfoot LLC  
RP04N45E029250 RP04N45E027350

Property Owner (if different): \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax#: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street/P.O. Box City State Zip

E-mail address: \_\_\_\_\_

Engineer: Brent Crowther 208-351-2824  
Name Phone License #

Mailing Address: 3853 W Mountain View dr Rexberg, ID 83440  
Street/P.O. Box City State Zip

E-mail address: bcrowther@civilize.design Fax#: \_\_\_\_\_

Surveyor: Badger ariel mapping & survey 208-715-4380  
Name Phone License #

Acres 80 Total # Lots 24 Land 24  
Buildable 24 Non-buildable \_\_\_\_\_  
Minimum Lot Size in Acres 2.5 Average Lot Size in Acres 4

#### Water

- Type of Water:  Private Water  Shared Well (Non-Public)  Public Water System
- Water Supply:  Surface Water  Ground Water

If Public Water System, services provided by: NA

Change in lot # let me know 7-28-2021

**Sewer**

Type of sewage disposal system:  Individual Septic  Municipal Sewer  
 Central Septic &/or LSAS Septic (>2 dwellings or 2500gpd)

If municipal sewer, services provided by: \_\_\_\_\_

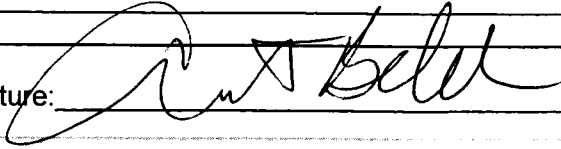
Type of Plat:  Residential  Commercial  Industrial  
Location:  City  County  Impact Zone  
Directions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Stormwater**

Type of Disposal:  Shallow Injection Wells (drywells)  Grassy Swale  N/A  
Service for:  Street Only  Street and Lots  Other  N/A

**Chemical/Hazardous Materials**  
(Commercial or Industrial Subdivisions Only)

Are chemicals or petroleum products likely to be stored/handled/used at these sites?  Yes  No  N/A  
If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant Signature:  Date: 7/9/2021

**This Section for Official Use only**

If on-site sewage disposal systems used; date predevelopment meeting held with District (if required):  
Date of Meeting: 7-9-2021

Application Date	<u>7-9-21</u>	Fee \$	<u>1000<sup>00</sup></u>	Receipt #	<u>131283</u>
File/Document #	_____	Instrument#	_____		
Final Plat Approval Date	_____	Fee \$	_____	Receipt #	_____

Sanitary Restrictions:  In-Force  Satisfied  See Attached Letter

EHS Signature: \_\_\_\_\_ EHS #: \_\_\_\_\_ Date: \_\_\_\_\_

6/6/2022

Teton County Planning and Zoning  
89 North Main Suite 6  
Driggs, Idaho 83422

Liberty LLC  
436 Forest View Dr  
Driggs, Idaho 83422

RE: Trestles and Wildflower Subdivisions

I have received application for two subdivisions located in Teton County adjacent to one another on parcels RP04NE021201/RP04N45E013600 (Trestles, 40 lots) and RP04N45E027950/RP04N45E028402 (Wildflower, 22 lots). A site evaluation along with observation of soils in 18 test holes was done on May 31, 2022, to determine suitability of the proposed developments for individual septic systems. The property is suitable for sub-surface waste disposal systems in all areas. There are no groundwater, surface water or topographic components that will interfere with the installation of such systems to serve residents on the lots.

Soil information observed during the evaluation show the following which is consistent across all parcels with some variation of the thickness of the top layer of silty sand. The following is an average of the soil horizon observed:  
0-48 inches of silty sand with no or very minor rock content B1 Soil Type. Some test holes show this soil layer at depth to 48 inches.  
48-120 inches of gravely sand with 40% rock content which increases to 60% rock content at depth. Rounded rock clasts range from 2"-8 inches in diameter. A2b soil type.  
The thickness of the top silty sand layer is related to the topography. This layer is deeper in the shallow swales and thinner on the mounds. This is a typical characteristic of soils in the area. All test holes were dry and there is no evidence of groundwater. No bedrock was encountered. Specific test hole information is on the field notes which are included in this report.

Septic system drainfields will be sized using the B1 application rate of 0.6 gallons per day per sq foot.

The property is relatively flat with a general slope of <4% to the Southwest. There is surface undulation, and each lot should be reviewed at time of build and septic installation to determine the best location to maintain gravity flow for effluent to the drainfield. New test holes should not be needed as the soils are very consistent.

Eastern Idaho Public Health gives preliminary approval to divide the parcels referred to above to develop the Trestles and Wildflower Subdivisions to be served by individual well and septic systems per lot. Individual subsurface sewage disposal systems may be allowed in accordance with IDAPA 58.01.03 and the Technical Guidance Manual for Individual Subsurface Waste Disposal. All current Idaho Rules must be met. Suitability criteria and required separation distances are to be maintained.

A copy of the final plat is to be provided to the Health District at the time the Health Certificate is signed. The application fee balance if any will also be collected prior to signing the Health Certificate. If this application /plan changes for any reason, please coordinate those changes in advance, with this office.



Kathleen Price  
REHS/MSG  
Eastern Idaho Public Health District  
kprice@eiph.idaho.gov  
208-354-2220

# TEST HOLE INFORMATION

SUBDIVISION Wildflower DATE 5-31-2022

Test Hole # 1

Location: \_\_\_\_\_

Depth: 120"

Test Hole # 2

Location: \_\_\_\_\_

Depth: 120"

Test Hole # 3

Location: \_\_\_\_\_

Depth: 120"

60" —  
Silty sandy loam. B<sub>1</sub>  
minor rock content  
A<sub>2</sub>b:  
gravelly sand  
40-60% Rock content  
classes 2-8" Diameter  
Rock content > @ depth.  
Dry / No Bedrock.

84" —  
Silty sandy loam. B<sub>1</sub>  
No rock content  
gravelly silty sand. A<sub>2</sub>b  
> 35-40% rock content  
1-3" diameter  
Dry / No Bedrock

Same as TH 1

Test Hole # 4

Location: \_\_\_\_\_

Depth: 120"

Test Hole # 5

Location: \_\_\_\_\_

Depth: 120"

Test Hole # 6

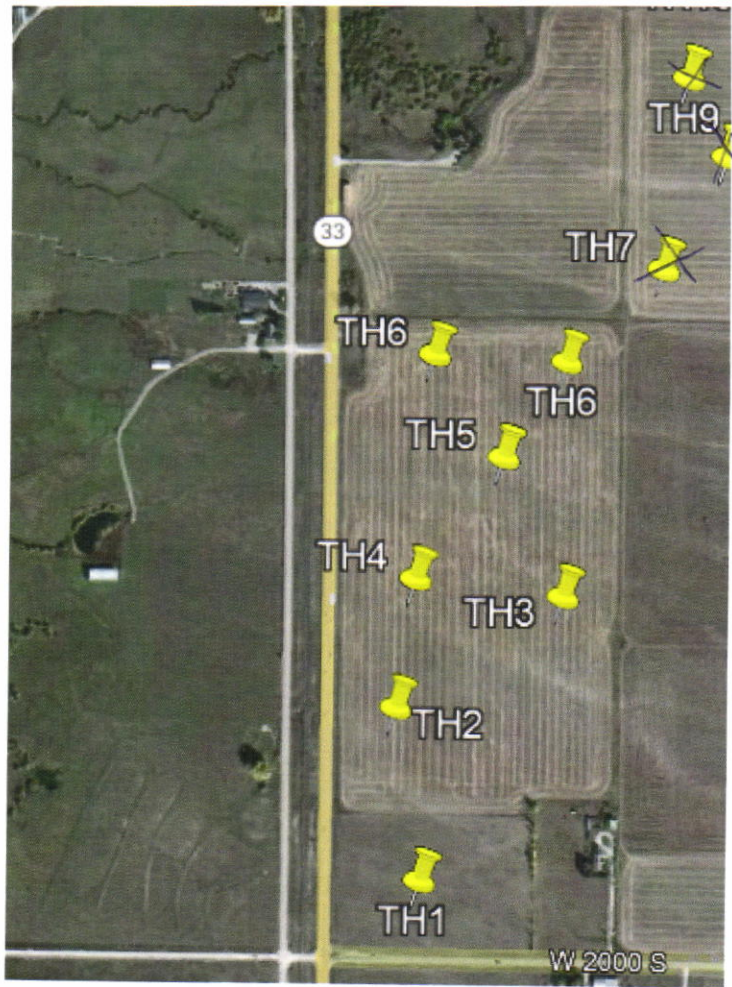
Location: \_\_\_\_\_

Depth: 120"

Same as TH 1

— Same as TH 2

Same as T.H. 1



Wildflower Subdivision  
Till Locations

# TEST HOLE INFORMATION

SUBDIVISION Trestles DATE 5-31-2022

Test Hole # TH 7

Location: \_\_\_\_\_

Depth: 120"

Test Hole # TH 8

Location: \_\_\_\_\_

Depth: 120"

Test Hole # TH 9

Location: \_\_\_\_\_

Depth: 120"

60" — silty sandy Bi  
Loam  
gravelly sandy  
w/mud/clay  
A2b.  
35-60% rock content.  
1-6" Diameter  
Dry/No Bedrock.

Same as  
TH 7

Same as  
TH 7.

Test Hole # 10

Location: \_\_\_\_\_

Depth: 120"

Test Hole # 11

Location: \_\_\_\_\_

Depth: 120"

Test Hole # 12

Location: \_\_\_\_\_

Depth: 120"

Same as  
T.H. 7

30" — silty sandy Bi  
loam  
gravelly sandy  
loam.  
35% rock A2b  
content.  
120" Dry/No bedrock.

Same as  
T.H. 11

All test holes are dry / No bedrock. change in Bi layer is related to topography.

**TEST HOLE INFORMATION**

SUBDIVISION Trestles - DATE 5-31-2022

Test Hole # TH 13

Location: \_\_\_\_\_

Depth: 120"

Same as  
T.H. 11

Test Hole # 14

Location: \_\_\_\_\_

Depth: 120"

Same as  
TH 11

Test Hole # 15

Location: \_\_\_\_\_

Depth: 120"

36" — silty sandy loam B1  
gravelly sandy loam. Azb  
33-40% rock content  
Dry / No Base rock

Test Hole # 16

Location: \_\_\_\_\_

Depth: 120"

Same as  
T.H. 15

Test Hole # 17

Location: \_\_\_\_\_

Depth: 120"

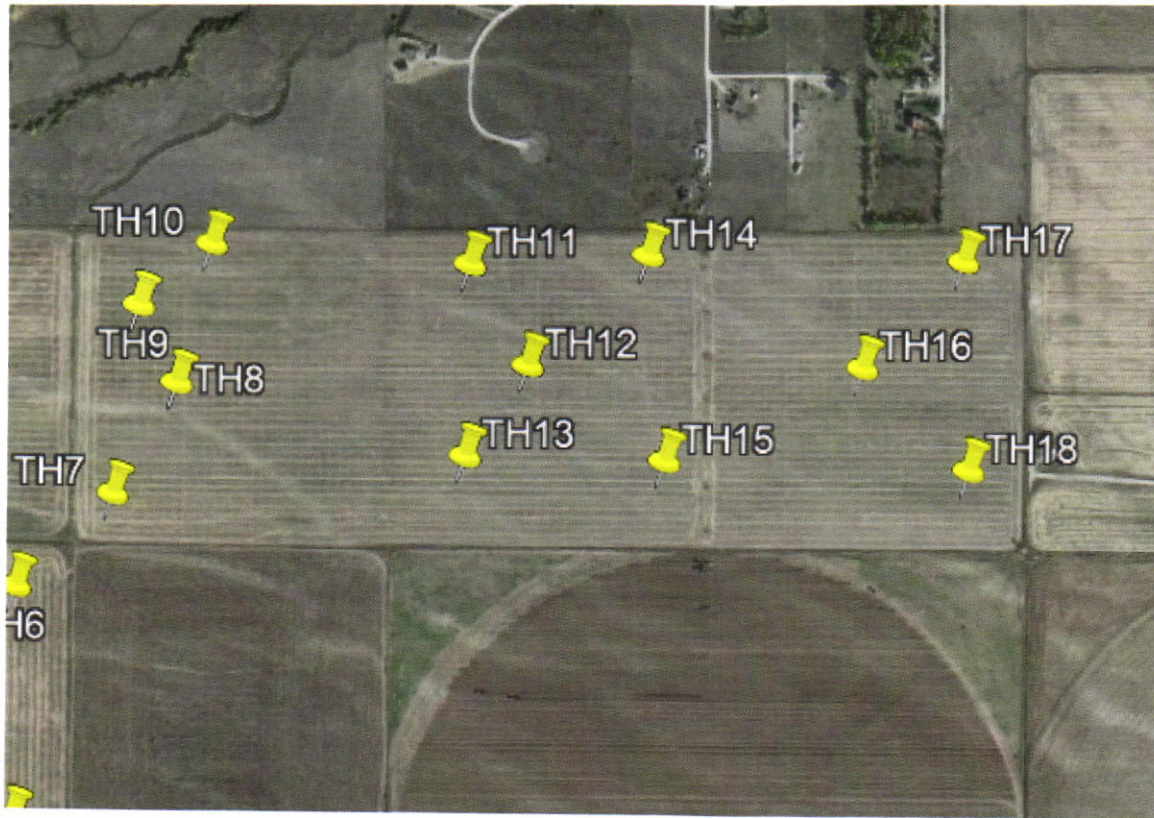
Same as  
TH 15

Test Hole # 18

Location: \_\_\_\_\_

Depth: 120"

Same as  
TH 15



Trestles Subdivision  
Test Hole Locations

The following Health Certificate is to be place on the plat and signed by Eastern Idaho Public Health District representative prior to recording with the County.

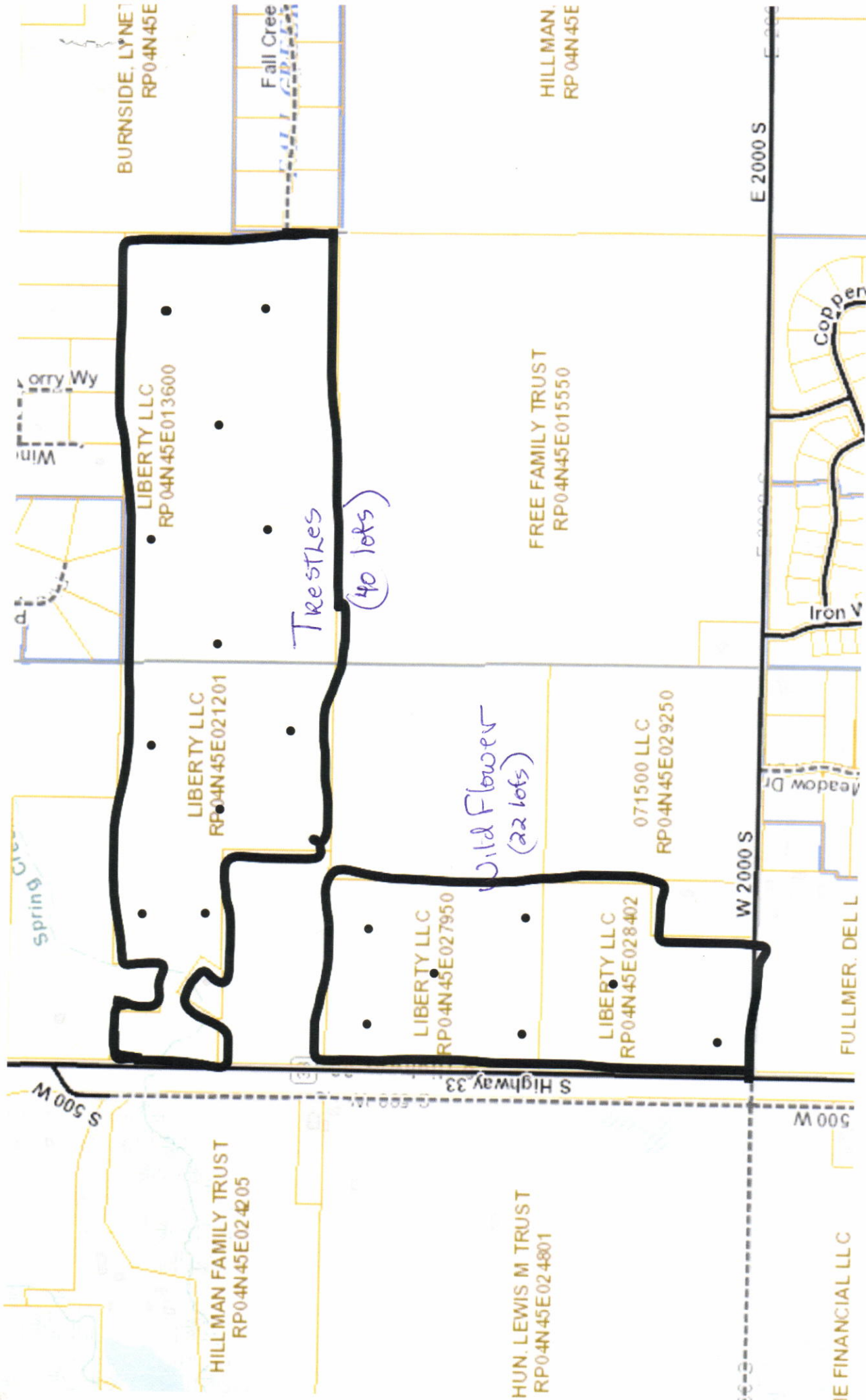
Health Certificate

Sanitary Restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied subject to the information contained in the attached Sanitary Rules and Regulation. Sanitary Restrictions May be Reimposed, in Accordance with Section 50-1326, Idaho Code, By the issuance of a certificate of Disapproval

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Eastern Idaho Public Health, EHS

Date



BURNSIDE, LYNE  
RP04N45E

Fall Cree

HILLMAN  
RP04N45E

E 2000 S

Worry Wy  
Win

LIBERTY LLC  
RP04N45E013600

FREE FAMILY TRUST  
RP04N45E015550

Trestles  
(40 lots)

Copper

Iron V

LIBERTY LLC  
RP04N45E021201

Wild Flower  
(22 lots)

071500 LLC  
RP04N45E029250

Meadow Dr

Spring Creek

W 2000 S

S 500 W

S Highway 33

500 W

HILLMAN FAMILY TRUST  
RP04N45E024205

HUN. LEWIS M TRUST  
RP04N45E024801

IE FINANCIAL LLC

FULLMER, DELL



Permit No. 2021-AC062

**APPLICATION AND PERMIT TO WORK WITHIN COUNTY RIGHT OF WAY  
TETON COUNTY ROAD AND BRIDGE DEPARTMENT**

Permittee Curt Behle (Behle Construction) Phone 858-361-0888  
Type or Print  
 Address 436 Forest view dr Street Driggs City ID State 83422 Zip EMAIL: CurtBehle@comcast.com  
 Road Name Trapper Trail Subdivision Name B & W Ranch Estates Subdivision  
 Location (grid address must be correct) tax# 16132 sec 2 T4N R45E #16 Bricatoff/20005 E Side  
 Start Date of Subdivision 4/1/2021 completion Estimated Completion Date 7/1/2021 of 33 Sec map  
 Approach:  Single residence  Subdivision  Commercial  Agriculture  Other  
 Type Of Work (Detailed Description) Excavation & Road Build For Subdivision  
 Excavation By Behle Construction Company Name Curt Behle Contact 858-361-0888 Phone

CULVERT REQUIRED:  YES  NO (To be determined by Teton County Road and Bridge Department)  
 CULVERT SIZE: 18" + (Culvert size to be determined by the applicant, minimum culvert size is 18-inches)  
 If a culvert or bridge is installed over a canal, applicant must coordinate with the irrigation or canal company.

MAILBOX INSTALLATION:  YES  NO If a mailbox is installed at a location it must be on a break away post at least 8' feet off the traveled roadway (in accordance with U.S. Postal regulations).

**GENERAL REQUIREMENTS**

1. A fee is required and due with the permit application. The fee is \$30.00 per approach or for right of way work for a single residence, and \$60.00 per approach or for right of way work for a Subdivision or Commercial use.
2. The Local Highway Jurisdiction (LHJ) may change, amend or terminate this permit or any of the conditions herein enumerated if permittee fails to comply with its provisions or requirements as set forth herein.
3. Approaches shall be for the bona fide purpose of securing access and not for the purpose of parking, conducting business, or servicing vehicles on the public right-of-way.
4. No revisions or additions shall be made to an approach or its appurtenances on the public right-of-way without the written permission of the LHJ.
5. The permittee shall furnish all material, labor and equipment involved in the construction of the approach and its appurtenances. This shall include furnishing approved drainage pipe of a size specified on permit.
6. The LHJ reserves the right to require the permittee, its successors and assigns, at any time, to make such changes, additions, repairs and relocations to any approach or its appurtenances within the public right-of-way as may be necessary to permit the relocation, reconstruction, widening, drainage, and maintenance of the roadway and/or to provide proper protection to life and property on or adjacent to the roadway.
7. Approaches shall conform to the plans made a part of this permit. Adequate drawings or sketches shall be included showing the design, materials, construction requirements and proposed location of the approach. All approaches shall be in accordance with Exhibits 9 and 13 of the Manual for Use of Public Right-of-Way Standard Approach Policy.