



AGENDA ACTION ITEM

DATE: November 14, 2023

TO: Planning & Zoning Commission

FROM: Jade Kreuger, Planning Administrator

ITEM TITLE: **6:45 PM - PUBLIC HEARING: Trestles Subdivision Preliminary Plat**. The Trestles project consists of 66 residential lots and 2 open space lots. Trestles occupies four existing parcels totaling 216.83 acres located at W 2000 S, Driggs. The property is zoned A/RR-2.5 and all of the residential lots meet, or exceed, the minimum size of 2.5 acres. The site is located in the Scenic Corridor overlay, a Songbird/Raptor Breeding and Wintering Habitat overlay, and Big Game Migration Corridors and Seasonal Range, Priority Wetland Habitat-NW! overlay.

Legal Description: RP04N45E021201; S2NE4 LESS TAX #1691 PART OF TAX #7158 & TAX #7308 SEC 2 T4N R45E, RP04N45E013600; S2NW4 SEC 1 T4N R45E, RP04N45E027350; TAX #7324 SEC 2 T4N R45E AG BREAKOFF, RP04N45E029250; TAX #6132 SEC 2 T4N R45E

SUGGESTED MOTION:

APPROVAL

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 Trestles Subdivision as described in the application materials submitted on August 24, 2023, and additional information attached to the staff report. (with the following conditions of approval. . .)

DENIAL

Having concluded that the Criteria for Approval of a Preliminary Plat found in Title 9-3-2-B have not been satisfied, I move to RECOMMEND DENIAL of the Preliminary Plat for Trestles Subdivision as described in the application materials submitted on August 24, 2023 and additional information attached to the staff report, based on the following findings:

1.

CONTINUATION

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

ATTACHMENT(S):

[Trestles Subdivision_Preliminary Plat Staff Report 111423.pdf](#)

[A. Application_9.8.2023.pdf](#)

[B. Narrative_8.9.2023.pdf](#)

[C. Preliminary Plat_8.9.2023.pdf](#)

D. Fiscal Impact Analysis_Trestles & Wildflower 2023-07-18(SSF).pdf
E. Traffic Impact Study TIS_Trestles, &WF 2023-08-17.pdf
F. Revised NP Evaluation_101323 (1).pdf
G. NP Technical Review.pdf
H. NP Review Letter DEQ.pdf
I. Improvement Plans (Part one).pdf
J. Improvement Plans (Part two).pdf
K. Natural Resource Analysis.pdf
L. Wertheim LLC documentation.pdf
M. Behle LLC Documentation.pdf
N. Demand for Takings Analysis_8.11.2023.pdf
O. Supplement (CCRs, DA, EIPH, LOI).pdf
P. Letter of Authorization Liberty LLC.pdf
Q. Fire Marshal Review.pdf
R. DEQ Second Review of NP Evaluation.pdf
S. Public Comment.pdf
T. Public Works Review.pdf



REQUEST FOR PRELIMINARY PLAT REVIEW

FOR: Trestles Subdivision
WHERE: Hwy 33 & S 2000 E
PREPARED FOR: Planning & Zoning Commission Preliminary Review –
Public Hearing of November 14, 2023

APPLICANTS & OWNERS:

- Liberty LLC, Glen Lent
- 071500 LLC, Curt Behle
- Darby Development Inc, LLC, Karen Wertheim

ENGINEER/SURVEYOR: Civilize, PLLC & Badger Aerial

OVERVIEW: Trestles Subdivision is the revised submittal of two separate subdivisions (Trestles Subdivision and Ember Ridge Subdivision) that have previously undergone individual Concept Reviews before the Planning and Zoning Commission. They were combined and held a new concept review April 12, 2022.

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 proposal is for 68 lots, with an average lot size of 3.12 acres. 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.

It is important to note that the NRA predates the adoption of the revised, more stringent overlays introduced in 2023 and referenced above. The community should be held to the overlays that were used at the time of the application submittal. Staff confirms in the next paragraph that the 2013 code applies. It should also be noticed that the areas where the overlays were shown are set aside as open space.

APPLICABLE COUNTY CODE: Subdivision Preliminary Plat Review pursuant to Title 9, Chapter 3-2-C, Teton County Subdivision Ordinance, (revised 5/16/2013); Teton County Comprehensive Plan (A Vision & Framework 2012-2030)

LEGAL DESCRIPTION: RP04N45E029250, RP04N45E027350, RP04N45E021201 and RP04N45E013600

LOCATION: S 2000 E & Hwy 33

ZONING DISTRICT: A/RR-2.5

PROPERTY SIZE: 4 parcels totaling 212.26 acres



Figure 1. Vicinity Map

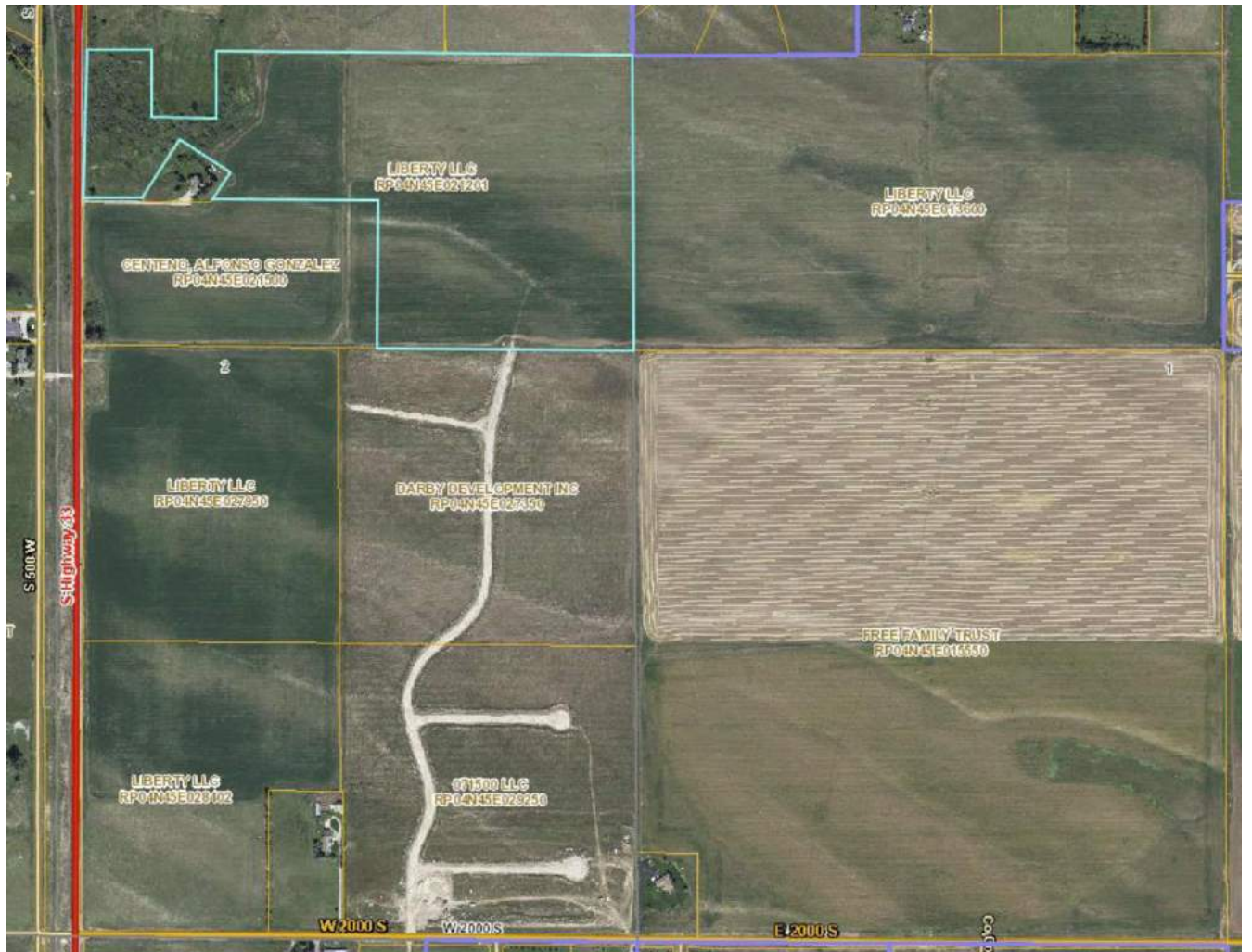


Figure 2. Aerial Image; The aerial image above shows the existing agricultural nature of the property and surrounding properties. Spring Creek runs through the north-western portion of the property.



Figure 3. Indicates the Big Game Migration Corridor & Seasonal Range Overlay (brown) & Sharp-Tailed Grouse Breeding Habitat (red)

The image above is the 2023 overlay. The previous overlay that the Applicant is vested under is shown below.

Trestles Phase I & II Natural Resource Overlay Exhibit (enlarged view)

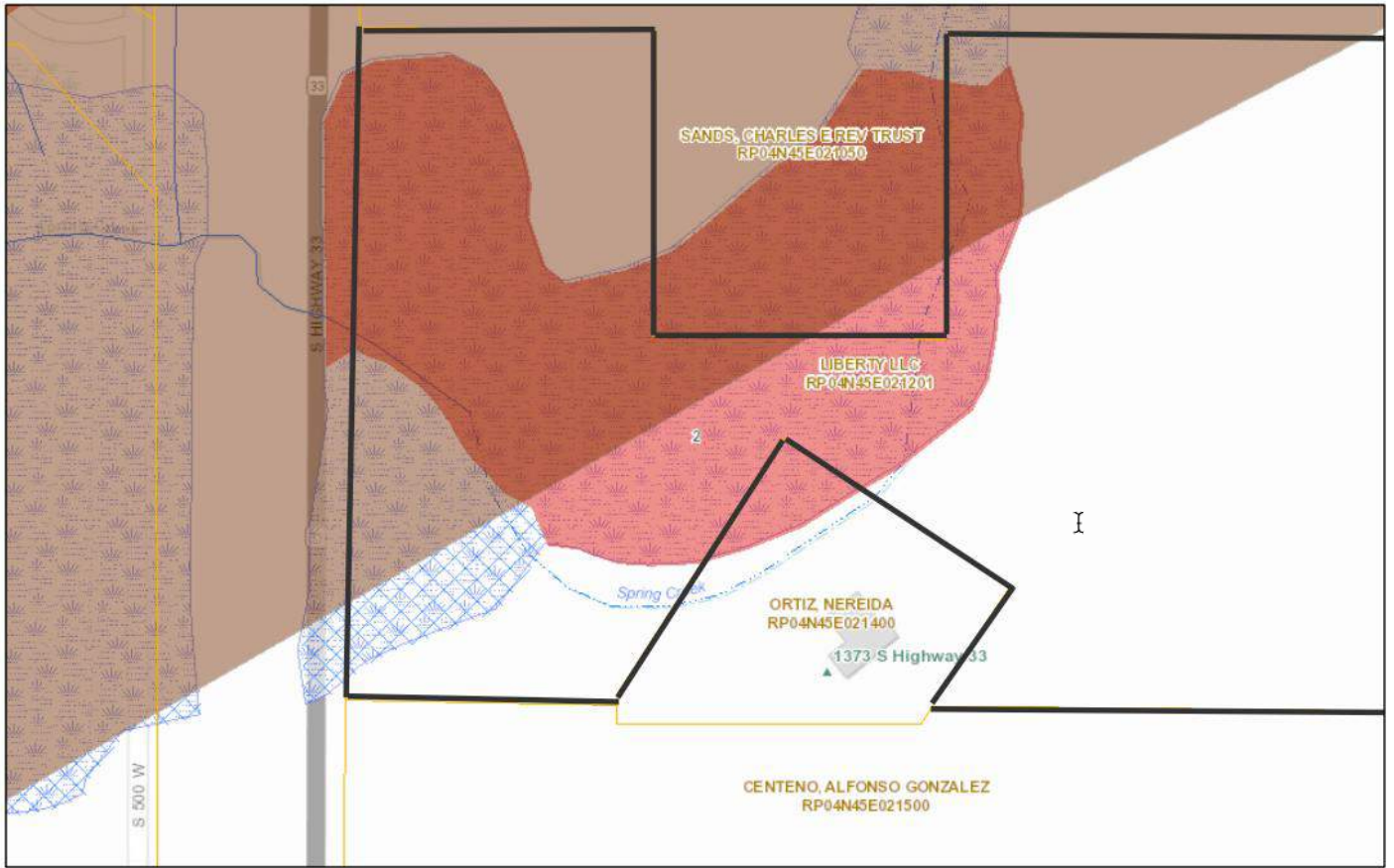


Figure 4. Scenic Corridor (Outlined in pink) running over the north western portion of the property



Figure 5. Wetland & Waterways



Figure 6. Overall Development on E 2000 S
 Wildflower Reserve PUD – 26 lots; potential for 52 units
 Trestles Subdivision – 68 lots; potential for 136 units
 Hillman Farms – 24 lots; potential for 48 units
 Free Ranch – property has withdrawn application

PROJECT DESCRIPTION

This proposal includes 68 lots with 66 buildable residential lots on 212.26 acres. Block 2, Lot 6 (10.671 acres) and Block 2, Lot 44 (1.38 acres) are proposed as open space internal to the development a total of 12.051 acres. All residential lots are proposing individual septic and wells. Access is proposed from S 2000. The development is for more than 20 lots, which triggers the need for two points of access/ egress.

No provisions in Teton County Code Titles 8 or 9 allow for Subdivisions to have phased development. PUDs were intended to allow for phasing. Trestles I & II is a single subdivision application with separate ownership.

The Applicant disagrees with this statement. The vested Code clearly states that phasing is allowed.

In 9-3-2 (C-10-a) it states, "After the preliminary plat is approved, improvements plans for the subdivision or for a phase of the subdivision as shown on the approved Master Plan, shall be submitted to the Planning Department." In 9-3-2 (C-10-c-i) it also states, "For a phased project, there shall be a key map that reflects the past, present, and future phases". 9-3-2 (D-2-a-ii) talks about the Final Plat submittal requiring "The Final Development Agreement including phasing". In section 9-5-1 (E-2-G) it states that "PUD developments can be developed in one or more phases", but it doesn't exclude regular subdivisions. Final plat submittals as documented in 9-3-2 (D-2-a) requests a Final Master Plan that would typically be filed at this stage showing how things will be phased.

In addition, there are many reasons why the participating parties would not want to build the entire subdivision at once. For one, it only makes sense to bring on new product as the demand warrants it and allow the other to continue to be farmed. This is not only for cash flow reasons, but it also protects the community from receiving an onslaught of lots that appear to be vacant and uncared for. Bonds and infrastructure securities can be provided to protect the ultimate buildout of those utilities.

PROJECT BACKGROUND

Pre-application conference: Formally Trestles was named B&W Ranch. A pre-application conference was done by previous planning staff. The concept application was reviewed by the PZC September 14, 2021 and approved. The application was subsequently revised.

Concept: The first step in the subdivision process is a Concept Plan Review (9-3-2B). Because the proposed subdivision is more than ten lots, and there are natural resource overlays, a public hearing before the Teton County Planning and Zoning Commission was required. Ember Ridge and Trestles were reviewed individually as concept plans. Because Ember Ridge did not receive concept approval (there was an access issue), the applicants for both Ember Ridge and Trestles Subdivisions then revised their applications into a combined subdivision application and resubmitted for concept review. The concept application was received and deemed completed March 23, 2022 (the date the three-year development timeline begins). The PZC reviewed the Concept for revised Trestles on April 12, 2022:

The Planning and Zoning Commission reviewed and approved the concept application with the following motions.

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.

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

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 north 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.

Staff comment: Conditions of approval 5 was not completed. Applicant has subsequently reduced open space provided in the development between concept and preliminary plat (see Condition 3).

An updated letter from EIPH provided on November 13, 2023 prior to the PNZ meeting, shown in Appendix E specifically states, "It has been brought to my attention that the number of lots has changed and may be changing again for the Trestles project. This is a very common aspect of working with land development. The parcels being developed do not change geologically or topographically if development configuration changes. Lot number and boundary line changes do not require further evaluation of the property by EIPH. The information in the reports provided covers the existing soils, surface water, groundwater and topographic features that define suitability and type of sub-surface wastewater disposal systems to serve residences that may be built in the future on the proposed lots of the subdivisions."

PROPOSED LAYOUT



Figure 7a. Preliminary Plat – showing the north western portion



Figure 7c. Remainder of lots on the north central portion of the project



Figure 7d. Lots on the north eastern portion of the project



Figure 7e. Southern portion of development (lots directly north of 2000 S)

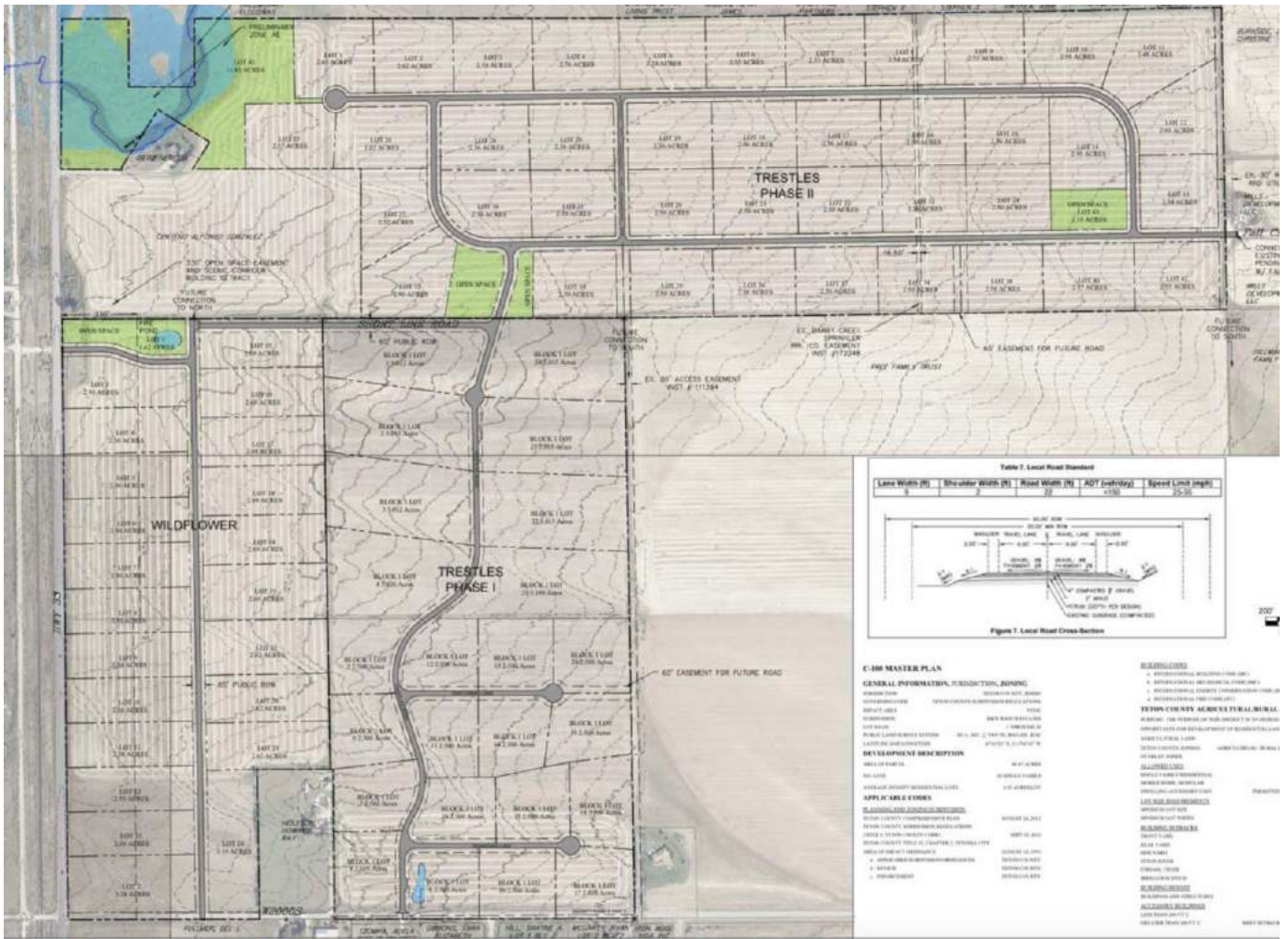


Figure 8. Concept Master Plan (for context of preliminary plat)

This is an old concept master plan. The new one shows Wildflower as a clustered PUD and shows its secondary access. Below is a copy of the recent concept.



OVERVIEW OF PRELIMINARY PLAT APPROVAL (9-3-2-C):

The preliminary plat phase is a two-step process with review by both the Planning and Zoning commission and Board of County Commissioners, where the fact-finding details and specific requirements of the ordinance and law are determined. All of the issues surrounding required infrastructure will be resolved, or have a clear solution acceptable to the County, before scheduling the final plat review.

REVIEW & INTER-AGENCY COMMENTS

The County has solicited comments from other agencies and has received comments from the following entities.

ROADS & UTILITIES: The Public Works Director made the following comments (also attached to the staff report):

- 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.

The minimum separation is 348' as shown below. Previous communication with the County resulted in a decision that driveways opposite one another were preferred even if the distance between driveways was less than the recommended distance. This explains the location of the Trestles I access road designed to align with the driveway for the house at 201 W 2000 S.



- Culverts should be incorporated at profile low points.

If culverts are warranted, they will be provided. This will require dialogue with the PWD to determine where culverts are suggested. We don't have canals or ditches throughout the property that we intend to preserve.

- Typical Section shows 4" 3/4-inch gravel as wearing surface on top of 4" 3/4-inch base. The 3/4-inch base layer should be 2-inch minus material

The road section will be revised per requirements as described in the County standard per the PWD's comment.

- Shortline Road must connect with Trestles Subdivision, Phase I and be built to County Local Road standards.

Shortline Road connects with the Trestles Subdivision, Phase I and will be built to County Local Road standards. See added figure below Figure 8 above for reference.

Plat is proposing a second access point through Wildflower Subdivision. The developer must show proof of ability to construct the second access independent of Trestles Subdivision development (i.e. easement or agreement).

A copy of the legal agreement providing secondary access is provided in [Appendix A](#).

- Recommend having developer provide an alternate road configuration for Phase II that better addresses the

purpose for a second access requirement.

The applicant believes that an adequate emergency secondary access could be provided through Fall Creek Blvd. Although the road is maintained privately, the plat dedicates the road easement to the County providing public access. A road between Lots 23 and 24 in Trestles II (see below) could connect to Fall Creek Blvd with a crash gate to only be used by emergency vehicles. In addition, the plat shows a further half road dedication running north-south on the west side of the Fall Creek Subdivision indicating that previously the County had envisioned a north-south connector road in the future that could provide the secondary access.



- Traffic Impact Study—Figure 17, page 26 (pm Peak Hour Traffic 2000S/1000E) is same as Figure 16, page 25 (pm PHT SH33/2000S)

Comment noted. Figure 17 is incorrect and will be replaced with the correct figure. While the figure is incorrect, it does not change the analyses or the results.

- Traffic Impact Study—Tables 9 & 11 pages 31 & 32; ADU PM Peak row for both Trestles & Wildflower is shown as AM Peak

Comment noted. A correction will be implemented. While the label is incorrect and representative of a typical cut and paste error, the numerical values are correct.

- This subdivision will significantly increase the volume of traffic on E2000S. Off-site improvements at the Condition of approval consideration should address off-site improvements mentioned in TIS mitigation measures section:
 - SH33 left turn lanes for both north and southbound (warranted for existing traffic conditions)
 - 2000S westbound left turn lane (warranted for subdivision build out)
 - SH33 northbound traffic right turn lane (warranted for subdivision build out)
 - SH33 southbound traffic right turn lane (warranted for horizon year 2052)

See traffic comments below in Mayor Christensen's concerns.

FIRE PROTECTION & EMS: The proposal is more than 2 lots and therefore does trigger fire suppression. Teton County Fire Marshal Earle Giles III, made the following comment (also attached to the staff report):

- Is approved for fire department access and the proposed water systems for fire suppression

Teton County Fire Chief Maltavarne made the following comments (also attached to the staff report):

- In recent history, Teton County has felt the adverse effects on traffic due to a rapidly growing community and increased visitation. Our community regularly sees high speed, high impact motor vehicle collisions along the Highway 33 corridor as it stretches through Driggs and Victor. These

collisions often times result in severe injuries or fatalities and alter traffic flow for hours at a time.

- Many stakeholders like Teton County and Teton County Fire Rescue have come to the table in a collaborative effort to understand the effects of the traffic and look toward solutions to the associated risks that motorists are facing on Highway 33. Those conversations have led to immediate fixes like public education, improved signage and quick road enhancements like rumble strips and striping. The more long-term remedies have led to conversations around long range planning, traffic studies, partnering with Idaho Transportation Department and future improved roadway design and construction projects to accommodate the increased traffic.
- In the interest of public safety, I would encourage the Planning and Zoning Commission and Board of Commissioners to take into account the cumulative effects on the multiple developments that are being proposed just South of Driggs. While they may be proposed incrementally or taken into consideration in a singular fashion, the cumulative effects may be overlooked in terms of motorist safety and future fiscal impacts when road improvements are warranted.

The Fire Marshal updated approval letter which is provided in [Appendix B](#)

WASTE WATER TREATMENT: The applicants individually coordinated with EIPH to receive approvals as separate subdivision applications prior to the combined application. Staff is unsure if this approval is still valid given the combination of applications for Trestles, which is now 68 lots. Applicant should obtain an approval for the Trestles subdivision that is complete for the presented application. *This was a condition of approval on the concept application.*

A updated letter from the EIPH has been provided that clearly states it is not the number of lots developed, only that the EIPH was able to obtain a representative sample of the underlying features of the existing soils, surface water, groundwater and topographic features . Please see [Appendix E](#).

CITY OF DRIGGS: The City of Driggs, represented by Mayor Christensen, has submitted several comment letters related to this development but the most recent (dated 11/7/23) had the following concerns:

During the Concept Plan review, the City submitted comments regarding parks, transportation, and other concerns regarding the impacts of this and other developments in the area. When the Planning & Zoning Commission considered the Concept Plan, the Commission recommended that the applicant work to address the many concerns of the City and other stakeholders. I and city staff have met with the applicant since the Concept Plan was approved, however, we do not see much meaningful change in this application from the Concept Plan.

- This area is identified as appropriate for Mixed Agriculture/ Rural Neighborhood development in your Comprehensive Plan. Teton County's Comprehensive Plan further describes this area as appropriate for:
Mixed Agriculture / Rural Neighborhood: Mixed Agriculture / Rural Neighborhood areas are located south of Driggs and east of Highway 33. These areas are predominantly rangeland and agricultural land and have high scenic qualities. The area along the highway south of Driggs provides a visual separation and distinct edge between the city and the more rural area to the south. Desired future character and land uses include: Agriculture Ranching low to medium where appropriate, low density residential, with provisions for clustering/conservation development to preserve views Conservation and wildlife habitat enhancement/protection.
- The Trestles Preliminary Plat does not represent Agricultural Ranching, low density residential, clustering/conservation development or wildlife habitat enhancement. The City of Driggs supports the Teton County Comp Plan. We share many of the same goals within our adopted Comprehensive Plan, which incorporated great input and support from many, many county residents. We share a desire to support density within cities. Trestles, along with the nine other proposed developments in this area would essentially create another city and create sprawl in this scenic corridor. Both Comprehensive Plans clearly

support a hard edge to the city. The south end of the city at Teton Creek beautifully demonstrates this, but continued sprawl in this area will blur this line.

- For these reasons, I do not support the Trestles development, but if you, as a P&Z member, decide to approve it regardless, please take your time and carefully consider the decision criteria in front of you. Please review the Fiscal Impact Analysis, which conveniently addresses a handful of the developments in this area, and ensure that this application appropriately mitigates the impacts that it creates. Please consider the following:

1) Transportation Impacts: The City of Driggs is concerned that the proposed subdivision is in the Scenic Corridor in addition to the level of traffic that would be generated by the proposed development and the nine others in this area and the resulting impact on intersections with state highway 33 and traffic growth on highway 33 and Driggs arterials and collector roads. The City requests that:

- a. The findings of the Traffic Impact Study should be required to be implemented by the Developer. This encompasses the turn lane headed north and south on highway 33 and a right turn lane on 2000 S. These should be required;
- b. Bicycle and pedestrian connectivity to the highway 33 Pathway be required, including the construction of an underpass under highway 33 to ensure safe routes for all travelers. I do not agree with the assertion in the applicant's PSFA, which states that a trail within the development will satisfy needs or mitigate impacts to existing trails. Residents in this area deserve safe alternative transportation routes connecting them to services.

2) Subdivision Access: The more northern portion of the development, referred to as "Phase II," appears to only have one access point on "Trestles Road" for forty buildable lots, since Fall Creek subdivision has appeared to deny access through their private road. This does not meet Fire code requirements and needs to be addressed.

3) Parks Impacts: The City of Driggs is concerned that continued development in the county increases demand for City Park and recreation facilities and that this is not being met by the county impact fees, which are designated only for fairgrounds improvements. Furthermore, the Trestles Development does not include any park space, only open space close to the highway, which conveniently satisfies scenic corridor setbacks and floodplain and more generally appears to be awkward and questionably functional. This is not meaningful or useful open space, this is a convenient cobcation in an area that isn't buildable anyways, and it will not mitigate any impacts on the City's existing parks. The City requests that:

- a) Park land and improvements (e.g., playground and field or courts) be required of the developer on subdivision land which will decrease the demand on parks created by this development in a meaningful way. Or, the county should collect impact fees from the development to go toward City

of Driggs parks. Such fees could be remitted to the cities, which are currently providing park space accessible to all county residents, or held in a fund to be used toward future countywide (including in-city) recreation and park improvements.

- 1) Housing:** The City of Driggs is concerned that future housing growth will not adequately address the attainability goals established through the Teton County Joint Housing Authority, including the impact of Short Term Rentals on new housing growth. The City would like to strongly encourage the developer to consider a restriction on Short Term Rentals within their CC&Rs. Additionally, the applicant had suggested to me during one of our meetings that this and/or the other development in the area be used to provide housing for area teachers. I would like to encourage the developer to implement this and provide a meaningful benefit to our school system and community.

PLANS & STUDIES:

- The natural resources present (Wetland & Waterways, Priority Wetland Habitat, Big Game Migration Corridor & Seasonal Range, Sharptail Grouse Breeding & Wintering Habitat) triggered the need for a NRA and WHA. There is also scenic corridor in this north western portion of the property as well which would trigger this requirement.
- The Wetlands & Waterways Overlay also triggered the need for a Nutrient Pathogen Evaluation. Applicant’s narrative on page 5 incorrectly states this was not a requirement. This should be corrected.
- The number of units proposed triggered a Traffic Impact Study and Fiscal Impact Analysis.
- All studies were presented as part of the application submission.

The Applicant appreciates the comments that have been made by Mayor Christensen. Her comments are noted, and in some cases are applicable and in some cases are not. To suggest that the plan is not compliant with the Comprehensive Plan of the County essentially means that the County didn’t comply with the Comprehensive Plan when they created their Zoning ordinances. The Applicant did not draft the zoning ordinance, the city did. The Applicant simply has followed the zoning ordinance created by the County for the RR 2.5 zone.

Resolving transportation impacts are important to the applicant as to not exacerbate the traffic situation for our future homeowners. However, there are some things out of their control. For instance, the Applicant cannot make changes to an ITD road without their permission. This includes adding turn lanes and creating an underpass for pedestrians. The Applicants are willing to pay a proportionate amount of improvements that are needed based upon the existing traffic counts and the estimated traffic counts created by the addition of the community.

Also, referring to short-term rentals, the Applicant cannot dictate how, when, and where short-term rentals statutes are created and enforced by the State Legislature.

The Applicant is also concerned as to how the County is counting ADU’s in traffic counts. We only ask that the County apply consistency in their process, especially when a precedent has been set. It is unfair to require different Applicants to use different methods.

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 October 25 and November 1, 2023. A notification was sent via mail to surrounding property owners within a 300-foot buffer area on October 18, 2023. A notice was also posted on the property providing information about the public hearing.

PUBLIC COMMENT:

Staff received public comment on this application (all attached to this staff report). Most concerns revolve around

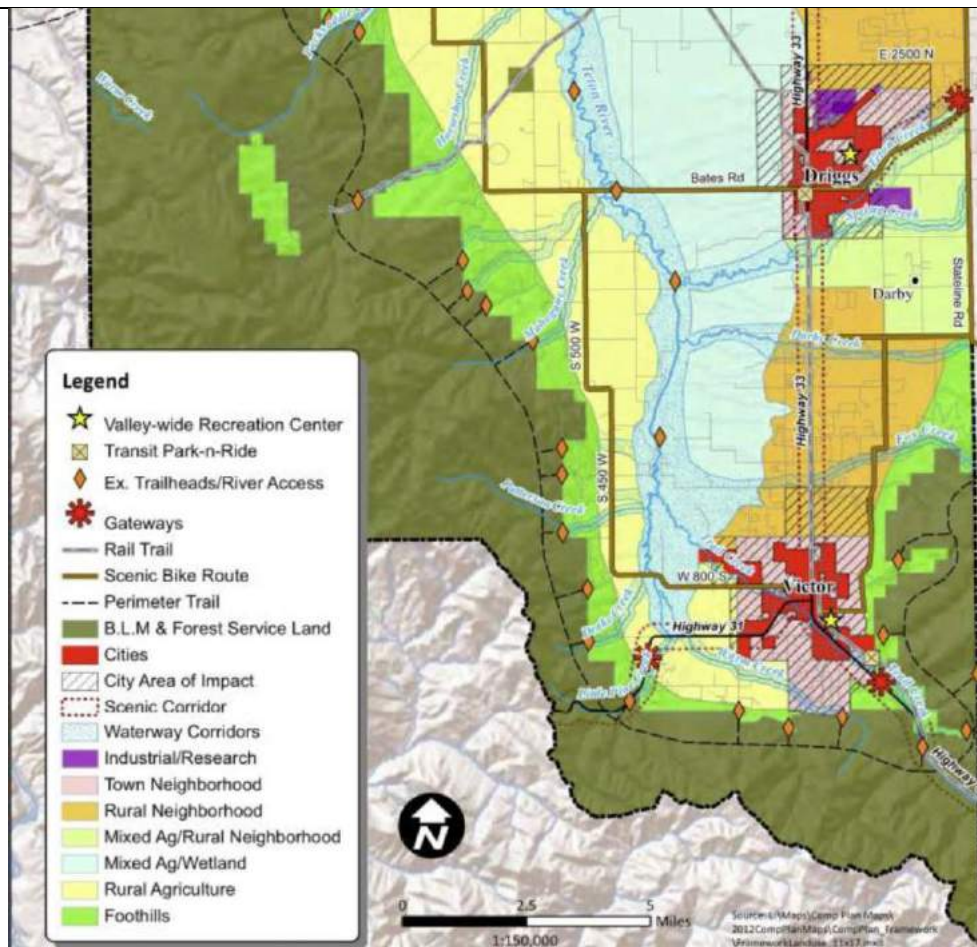
density of the proposal, traffic impacts, wildlife impacts, sprawl of development beyond the City limits of Driggs, lack of compliance with the Comprehensive Plan, and lack of mitigation for impacts.

CRITERIA FOR APPROVAL

The Planning and Zoning Commissioners shall only approve if it finds that all of the following criteria (9-3-2(C-8)) have been met (or if it finds that some of the criteria have not been met, may recommend approval with conditions that would ensure that the proposed development meets the criteria):

Objective: 1. The application is consistent with the Comprehensive Plan.

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.



Mixed Agriculture / Rural Neighborhood: Mixed Agriculture / Rural Neighborhood areas are located south of Driggs and east of Highway 33. These areas are predominately rangeland and agriculture land and have high scenic qualities. The area along the highway south of Driggs provides a visual separation and distinct edge between the city and the more rural area to the south. Desired future character and land uses include:

- Agriculture
- Ranching
- Low, to medium where appropriate, density residential, with provisions for clustering/conservation development to preserve views
- Conservation and wildlife habitat enhancement/protection

Figures 9 & 10. Comprehensive Plan 2012-2030

Staff believes this could be better suited with clustered developed through a PUD application. Without provisions for clustering or conservation development and wildlife habitat enhancement and protection, the current proposal does not meet the vision of the comprehensive plan. Staff has suggested the application proposed a clustered PUD to the applicant several times, including the latest concept staff report.

To suggest that the plan is not compliant with the Comprehensive Plan, also suggests that the County wasn't compliant with the plan when they drafted and adopted the RR 2.5 zone. In theory, the County adopts zoning ordinances based upon the Comprehensive Plan, which is only an advisory document. As long as the Applicants follows the rules and regulations of the zone, they are in compliance with the Comprehensive Plan. The Applicant has followed the vested zoning ordinance created by the County for the RR 2.5 zone which met the vision of the Comprehensive Plan when they were drafted. To also suggest that the only way to be compliant is through a PUD, goes against the very intent of having a regular subdivision. It also goes against the current land use decision the County has implemented to remove the PUD ordinance all together. The Applicant disagrees with the Planning Commission that the community is non-compliant with this objective and reason to deny the community. The Planning Commission did not provide any substantial evidence to support their claim.

Objective: 2. The application complies with all applicable county regulations.

Application does not appears to comply with all county regulations.

- 1) **Proposed Lot 44 of Block 2** is proposed as only 1.348 acres. It is proposed as open space but regardless, this does not meet the minimum zoning requirements of a subdivision. **Proposed Lot 3 of Block 2** (proposed as residential) is also 1.658 acres which does not meet the minimum zoning requirements. **Proposed Block 2, Lot 1** is 2.273 acres, which does not meet the requirement. **Proposed Lot 17 Block 1** is

2.44 acres, which again does not meet the minimum zoning requirements of 2.5 acres for the A/RR-2.5 acre zone district under Titles 8 & 9 of TCC. The narrative incorrectly states on page 2 that "Per those rules {2012 zoning ordinances, Titles 8 & 9), all of the residential lots meet or exceed the minimum size of 2.5 acres."

These lots have been adjusted to reflect a minimum size of 2.5 acres. (see [Appendix C](#)). Applicant was not able to find the code reference that defines open space as a lot. Applicant delivered to Staff an updated plat on November 14th prior to the Trestles PNZ meeting that reflected all lots being a minimum of 2.5 acres. Applicant would have appreciated a short notice prior to the staff report being released so that the Applicant could have fixed the simple error. Subsequently, the PNZ ruled this item as non-compliant and reason to deny the community. This simple issue could have been avoided and the item should have been a condition of approval rather than a non-compliance to an objective of the subdivision. These kinds of items can very easily be fixed between preliminary plat approvals and final plat approvals since many reviews will be performed during that period.

2) Per Title 9, the order of subdivision operations is as follows:

2. After concept approval, the applicant prepares for preliminary plat. This goes before the Planning & Zoning Commission first for a recommendation and then to the BoCC for a final decision.
3. Once an application has received preliminary plat approval from the BoCC, the applicant may prepare all final documents including final master plan, final plat, CCRs, Development Agreement, and Improvement Plans. Once Final Plat Application is submitted (and the application is deemed complete), it can be scheduled for a final plat hearing before the BoCC.
4. The applicant must then receive final plat approval from the BoCC. The applicant must then record the Final Development Agreement, Final Master Plan, Final CCRs, and final Improvement Plans within four (4) months of that approval date. Financial Surety of improvements is also provided at this stage. As a note, a final master plan would only be required if it is a phased PUD.
5. Final plats cannot be recorded until all improvements are done. There is no established time limit under the previous Title 9 for when final plats must be recorded; rather there is (or will be) a time limit established in the development agreement for when all the improvements should be done. If, for example, your development agreement indicates that your improvements will be done in 18 months, you must have completed your improvements within that timeframe, had county inspection and approval, and then come to record your final plat.
6. Lots cannot be sold until the final plat is recorded (and all of the improvements are done, inspected and approved by Teton County). As-built plans are required to confirm the approved improvements match what was constructed.

Parcel has seen some earthwork and neighbor complaints of potential infrastructure improvements occurring before final plat approval. *PZC should consider this violation of Title 9 in their recommendation to the BoCC.*

The owners of Trestles I have a legal obligation to provide access to Wildflower and Trestles II as depicted in [Appendix A](#). To provide this access, the owner of Trestles I graded and provided pit run (no utilities) for a road through their property to provide access. The owner sought approval from the Roads and Bridges director Daryl Johnson and after a site visit with the owner and Mr. Johnson there was an agreement that no permits nor further permission was required. The Applicant is open to reviewing any code violations if the County can identify those to us in the code.

Staff's opinion that these improvements might violate some part of the code is improper and illegal and clearly biased PNZ's decision. Staff's comments were irrelevant, irresponsible, and potentially illegal. There has been no code enforcement cited to date.



Title 9, including without limitation regulations controlling the types and locations of open space to be included in the development and the required design and size of development clusters. If the application is for a Planned Community PUD, the application adequately mitigates any impacts identified in those additional studies required by Section 9-3-2(C).

The application is not a PUD.

Objective: 4. The application includes trails and pathways as required by Section 9-4-2(B-4) to the maximum extent feasible.

There are no adopted trails and pathways on this property. The Recreation Master Plan from Teton County suggests a pathway on E 1000 and 3000 S. The applicant has proposed a 15' pathway easement on the south part of his property and a 12' pathway easement along the sides of the property as an internal amenity to the subdivision.

Applicant states this should suffice as open space combined with the 12.051 acres provided in the two open space lots but staff believes this is inadequate for a development of this scale.

It is the intent of the applicant to pay for and construct all trails located in the community including not only the 15' trail & bike easement on the south side of the property but also the trails located on the rear of the lots shown as highlighted in green below. These trails were included in the submittals and Staff's suggestion that there were none clearly influenced the PNZ. The Applicant has included the cost of the trails in the EOPC shown in [Appendix D](#).



Objective: 5. The application is consistent with the results of any Nutrient-Pathogen Study required for the property and includes any conditions or changes required to avoid any potential degradation of surface or groundwater identified in that study.

The application triggered the need for a Nutrient Pathogen Evaluation because of Spring Creek's presence on the northern portion of the property. Applicants submitted a nutrient pathogen evaluation but the technical review had many requested revisions.

Technical Review of the presented NP Evaluation:

Conclusion

Based on the selection of modeled compliance boundaries, this review finds that the conclusions of the evaluation report are not supported and that the appropriate selection of compliance boundaries would indicate a significant (per Howarth, 2002; i.e. greater than 1.0 mg/l) increase in groundwater nitrate concentrations.

The evaluation conclusions are not supported and therefore the report is insufficient. The technical review was sent back to the applicant for revisions on September 13, 2023. Applicant submitted a revised study on October 26, 2023 but it has not been reviewed yet. Applicant will receive any technical review results when they're ready.

The Applicants Engineering Consultants, (Civilize), completed the original N-P Evaluation per the guidelines recommended by the DEQ, the agency within the State of Idaho responsible for developing the procedures and the criteria upon which results are determined. The Eastern Idaho Public Health (EIPH) performed an investigative analysis of the proposed development(s) and also concluded that, "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." DEQ issued a statement indicating the N-P Evaluation was completed in accordance with their guidelines and the results indicate there would be no significant degradation of groundwater from subsurface wastewater dispersal systems.

Subsequently, the County elected to hire a consultant to complete an additional review of the N-P Evaluation which resulted in a recommendation to deviate from the standard DEQ guidelines and to use a method that does not comply with the code

There are two methods to obtain results based upon different compliance boundaries.

- *Individual lot boundaries - when non-centralized water supply wells are used (e.g. a single on-site wastewater treatment system cannot cause nitrate concentrations to increase more than 1.0 mg/l above pre-development levels as measured at the downgradient lot boundary when neighboring lots contain individual water supply wells).*
- *Downgradient boundary of the overall subdivision or development - when a centralized, or community, water system is used (e.g., nitrate concentrations cannot increase more than 1.0 mg/l above pre-development levels as a result of the combined effect of all on-site wastewater treatment systems as measured at the outermost boundary of the development when the development is served by a centralized water system).*

The Individual lot boundary is the correct method to use per code. The County's consultants are suggesting that the following Downgradient boundary method should be used, but the community does not have a "centralized, or community, water system", only individual wells. When correctly performed and calculated, the results are shown to allow individual wells and septic on individual lots.

In addition, when the Applicant has asked the County to allow us to collaborate with their 3rd party consultant, they have been told that they are not allowed to, even though, section 9-3-2(C-3-b-iv-b-1) states "The Applicant shall keep the County's technical representative in the correspondence loop during the ensuing process".

Applicant welcomes a review with the County's 3rd party consultant, the DEQ, the EIPH, and the Applicants engineer that performed the study. A collective method and results should be agreed upon before the PNZ can state that the application is non-compliant with this objective.

Objective: 6. The application is consistent with the recommendations of any report on the adequacy of the proposed sewage system for the development and includes any recommended mitigation measures identified in that report.

The applicant has received preliminary approval from EIPH for the individual subdivision applications (Trestles and Ember Ridge) in 2021. Staff is unsure if this approval is still valid given the combination of applications for Trestles, which is now 68 lots. Applicant should obtain an approval for the Trestles subdivision that is complete, representative and accurate for the presented application.

An updated letter from EIPH confirming that the report is valid regardless of the number of lots is shown in [Appendix E](#).

Objective: 7. The application is consistent with any Traffic Impact Study required for the property and will not result in a decrease in the level of service (for example, from the level of service B to C) on any State Highway or a maintained county road and includes any mitigation measures recommended in the Traffic Impact Study.

The application did trigger a Traffic Impact Study which has been completed by Civilize, PLLC. The study was conducted to include Trestles and the neighboring PUD, Wildflower Reserve. The TIS incorporates 48 total units for Phase I of Trestles, 74 units for Phase II of Trestles and 44 units for Wildflower Reserve which would incorporate full build-out of the subdivision and PUD.

Public Works found the following in reviewing the TIS:

- Traffic Impact Study –Figure 17, page 26 (pm Peak Hour Traffic 2000S/1000E) is same as Figure 16, page25

(pm PHT SH33/2000S)

- Traffic Impact Study –Tables 9 & 11 pages 31 & 32; ADU PM Peak row for both Trestles & Wildflower is shown as AM Peak
- This subdivision will significantly increase the volume of traffic on E2000S. Off-site improvements at the Condition of approval consideration should address off-site improvements mentioned in TIS mitigation measures section:
 - SH33 left turn lanes for both north and southbound (warranted for existing traffic conditions)
 - 2000S westbound left turn lane (warranted for subdivision build out)
 - SH33 northbound traffic right turn lane (warranted for subdivision build out)
 - SH33 southbound traffic right turn lane (warranted for horizon year 2052)

Applicant has not supplied any improvement plans for 2000 nor any mitigation proposals. ITD has yet to provide comments on the TIS as it relates to HWY 33 and off site mitigation.

The Applicant welcomes a meeting with City Staff to discuss any traffic implications of the future community. Figure 17 and Tables 9 & 10 had cut and paste errors. These items have been fixed and are included in [Appendix F](#). The Applicant has also supplied improvement plans for 2000 South as shown in [Appendix G](#). Regarding improvements on Hwy 33, the Applicant cannot make changes to an ITD road without their permission. This includes adding turn lanes and creating an underpass for pedestrians. The Applicant is willing to meet with the ITD and the County to discuss. The Applicant is also willing to pay a proportionate amount of improvements that are needed based upon the existing traffic counts and the estimated traffic counts created by the addition of the community.

Objective: 8. If the application is for land that is not adjacent to a state highway or a maintained county road, the applicant will bear the costs of constructing roads to connect the proposed development to at least one state highway or a maintained county road, and adequate for anticipated traffic, and will be constructed to County Road Standards.

The applicants will be responsible for providing turn lanes on S 2000 E. Applicants shall prepare design and cost estimate between the proposals and submit improvement plans. Staff recommends ITD review the TIS relative to impacts on HWY 33 and provide comment. This is yet to be completed. Further development without turn lanes on HWY 33 to 2000 is a safety concern.

The Applicant does not believe that Staff is interpreting the Code correctly. Objective 8 suggests that if the community "is not adjacent to a state highway or a maintained county road" the Applicant should essentially build a road to the community that is built to County road standards that is adequate for the anticipated traffic. This Code does not suggest that the applicant should improve state highways or maintained county roads, only provide a connector between the community and one of these roads. However, as state in Objective 7, the Applicant welcomes a meeting with the County to discuss improvements deemed necessary and appropriate in a pro-rata situation.

Objective: 9. If a Natural Resources Analysis is required, the proposed development will avoid all mapped Overlay Areas (except the AV Airport Vicinity Overlay Area), or will minimize any unavoidable impacts to the mapped Overlay Areas to the maximum extent feasible and mitigate any unavoidable impacts. In the case of land located in the WH Overlay Area, the duty to avoid or mitigate impacts on habitat areas shall only apply if the wildlife habitat assessment reveals evidence of an indicator species or the presence of indicator habitat, and shall only apply to portions of the parcel where the evidence or habitat is found.

A natural resource analysis and wildlife habitat assessment were triggered by the presence of the Big Game Migration Corridor & Seasonal Range on the property. The wetlands and riparian area near Spring Creek are a proposed open space lot which should preserve them from development.

Findings/Conclusions

Utilization by Big Game, Songbird/Raptors is primarily in the riparian/waterway habitat and observations of browsing, scat, etc., indicate ethereal use by these species. The riparian/waterway habitat in addition to adjacent farmland is all contained in Block 2 Lot 6. The 10.671 acres of Open Area/Space will provide double the amount of suitable wildlife habitat than the overlays suggest. As previously mentioned, this area may be a candidate for a permanent conservation easement.

However, this area is entirely comprised of agricultural cropland which provides low seasonal range and migration corridors for big game. The primary use by big game species is expected to be from moose, seasonally utilizing the wetland/riparian area.

The proposed Trestles Subdivision Phase I & II, has a small portion of the total property within the Wildlife Habitat Overlay, contains no "crucial habitats" and is primarily cultivated cropland which provides low foraging and reproductive habitat for indicator wildlife species. There will be no direct impacts to indicator wildlife species from the proposed development.

The 10.671-acre Open Area which includes all the prime wildlife habitat within the proposed development and upland buffer will remain intact and potentially become a permanent conservation easement. This protection off sets any potential impacts direct and/or secondary to wildlife within the parcel. There are no areas where the proposed development poses a threat to the water quality of a river, stream or wetland.

The following management practices for residents within the proposed subdivision include,

Lighting – Outdoor lighting will be downcast and motion detector lights will be encouraged.

Pet Control – Owners of family pets will be restrained from interacting with wildlife should an encounter occur.

Wildlife Friendly Fencing – There are existing working fences along the perimeter of the parcel. All new fence construction will follow guidelines per Teton County Idaho Zoning Ordinance, Title 9 Division 9-3-2 (C-2-c-WH-vi-b) (Teton County, 2013b).

The PZC should deliberate if the design review criteria for the WH overlays are met by the proposal TCC 9-3-2((-2-c-HS)). Staff has suggested to the applicants that building envelopes in the Big Game Migration Corridor & Seasonal Range would minimize impact to the overlay but they were not provided.

Design Review Criteria: A development application shall only be recommended for Board approval if the Commission finds that the Natural Resources Analysis (including Wildlife Habitat Assessment, Impact Analysis and Mitigation Plan, and Land Management Plan) is complete, accurate, and adequate. Specific guidelines include, but are not limited to, the following:

- (a) Building envelopes shall be located:
 - (1) To minimize fragmentation of any functional, intact areas of native vegetation and indicator habitat; (amd. 05-11-10)
 - (2) To avoid rare landscape elements such as unique rock formations, sheltered draws or drainage ways, or other features, and locate buildings near areas containing more common landscape elements;
 - (3) To maintain connections among fish and wildlife habitats and to protect sensitive fish and wildlife breeding areas;
 - (4) To provide adequate buffers between any building envelope for a habitable building and; (amd. 05-11-10)
 - (5) Any wildlife migration corridors identified through the wildlife habitat assessment and;
 - (6) Any fish or wildlife breeding areas or big game wintering habitat identified through the wildlife habitat assessment. (amd. 05-11-10)
 - (7) The buffer distance and configuration shall be determined by a qualified person who has demonstrated appropriate expertise in the fields of resource biology, fish and wildlife management, and similar disciplines and shall be designed to minimize the effect of planned development and infrastructure (including roads, pathways, and trails) on use of the habitat or migration corridor by the indicator species. (amd. 11-14-08)

The Applicant has adjusted the NRA study to include the Wildflower community. The new study is included in Appendix H. The Applicant is also willing to consider building envelopes on the northern lots in the Trestles II subdivision. This shall satisfy the intent of the objective and remove any reasons for non-compliance with the objective.

Objective: 10. The required Public Service/Fiscal Analysis shows that all public services provided to the proposed subdivision or PUD have adequate capacity to service it, or if they do not, the applicant has committed to mitigation or financing to ensure that those services and facilities will be provided within two (2) years after the first unit in the development is occupied and that any shortfall of tax revenues below the costs of providing the services or facilities will be covered without cost to the County.

A Public Service/ Fiscal Analysis was required for this proposal. Staff feels the report is inadequate (section 3.0) in addressing all services and facilities: parks and open space and recreation were in adequately addressed and reviewed in the analysis.

5.2.4 Recreation and Culture

5.2.4.1 Parks and Open Space

The development provides open space intrinsic to each individual lot. Because of the intrinsic open space, the impact to parks and open space at public facilities is determined to be minimal.

5.2.4.2 Recreation

Specific information regarding the annual cost for the recreation is not available and there is not a specific levy for recreation programs. If funding is provided for recreation programs from property tax, it is assumed it is part of the general County levy.

5.2.4.3 Libraries

Specific information regarding the annual cost for the library is not available. However, the proposed subdivision would provide \$18,147 for the library through the library levy. With the addition of ADU's the subdivision would provide \$23,712 through the library levy.

Applicant is proposing NO mitigations for the development of 182 units. If the applicants request to not provide any mitigation, Staff would recommend to the PZC that a technical review of the FIA be completed to confirm the study.

results.

7.0 Extraordinary Impacts

In accordance with Idaho State Statutes, Chapter 82 Development Impact Fees, Teton County Development Fee Ordinance, Section 7: Extraordinary Impact allows the County to determine if a proposed development imposes impacts beyond the standard impacts defined in the Capital Improvements Plan and Impact Fee Analysis. The County, the City of Driggs, the Developer, and the Developer's representative met via online conference call on June 29, 2023 to review the Public Service / Fiscal Impact Analysis presented to the County in June of 2023. Teton County determined that the proposed development posed extraordinary impacts to the parks system owned and operated by the City of Driggs. The proposed development does not fall within the city limits of the Driggs, nor does it fall within the impact area for the City of Driggs. Never-the-less, Teton County requested the Developer consider extraordinary impacts related to recreation and to present mitigation for said impacts similar to the provisions imposed by the City of Driggs upon developments within the city limits.

7.1 City of Driggs Development Impacts

The City of Driggs updated their Capital Improvements Plan and Development Impact Fee Study in 2022 using the same consultant used by Teton County. The study included a section on the impacts for recreation, which includes parks.

7.1.1 Recreation Impact Fees

The maximum projected development impact fee identified in the 2022 Capital Improvements Plan and Development Impact Fee Study is \$1,597 per single-family housing unit. The number of units in the proposed development(s) and the associated development impact fees are presented in the following table.

Source	Single-Family Units	Impact Fee Revenue	Accessory Dwelling Units	Impact Fee Revenue	Combined Units	Total Impact Fee Revenue
Trestles I	24	\$38,328	24	\$38,328	48	\$76,656
Trestles II	42	\$67,074	42	\$67,074	84	\$134,148
Wildflower	25	\$39,925	25	\$39,925	50	\$79,850
Total	91	\$145,327	91	\$145,327	182	\$290,654

7.1.2 Parks, Other Open Space and Natural Features

Chapter 4, Section 10 Design Standards, Subsection 6 Parks, Other Open Space and Natural Features of the Driggs Land Development Code discusses the requirement for parks and open space for developments within the city limits. With respect to parks, the code states that any subdivision creating more than ten lots shall mitigate its impact on the city park system by setting aside land for a park. The amount of land required is based on the number of units according to the following formula.

$$P = \# \text{ Units} \times 0.028 \text{ acres/unit}$$

If we include the ADUs as required by Teton County for impact analyses, the number of acres of additional parks, should the proposed development fall within the City of Driggs, is 5.096 acres (182 units x 0.028 acres/unit)

The provisions in the LDC indicate the park may be owned by the HOA, or if five acres are more in area, dedicated to the city. In this case, the proposed development are not within the city limits and it is unlikely, or rather implausible, for the park to be dedicated to the city.

The provisions in the LDC define a park between 1.0 and 10.0 acres as a neighborhood park. The minimum required improvements for a neighborhood park include.

-
- (1) *Minimum improvements include finished grading and ground cover, large grassy areas, trees and shrubs, automatic irrigation system, sheltered picnic table(s), trash container(s), park bench(es), parking as required by the zoning ordinance, and one or more of the following: play structures, restrooms, athletic fields, trails, hard surface multiple use court (tennis or basketball courts).*
 - (2) *All parks shall provide an average of fifteen (15) trees per acre, of which at least fifteen percent (15%) shall be of four-inch (4") caliper or greater. Planted trees shall include a mixture of deciduous and evergreen species, not to exceed seventy-five percent (75%) of either type.*
-

7.2 Proposed Mitigation

The combined proposed projects propose the following mitigation germane to parks, trails, and open space.

7.2.1 Parks

Two neighborhood parks owned and operated by the HOA are proposed, one at the entrance to Trestles I adjacent to 2000 South and one in Trestles II at the transition from Trestles I to Trestles II. Both parks will be open to the public. The parks will feature irrigated turf area, a blend of deciduous and evergreen trees, benches, a sheltered picnic area, trash receptacles, and playground equipment.

7.2.2 Trails

The proposed projects feature approximately 2.5 miles of walking/biking trails that are open to the public. The land area associated with the trail system is over three acres.

7.2.3 Open Space

7.2.3.1 Recreational Open Space

Trestles II includes 10.67 acres of recreational open space in the riparian corridor of Spring Creek that will be predominately natural vegetation. This space includes waterways and wetlands. The property can be accessed via the walking/biking trails.

7.2.3.2 Agricultural Open Space

The Wildflower Rural Reserve PUD includes 50% open space which equates to 32.18 acres. The open space is inclusive of the 330-foot scenic corridor associated with Hwy. 33. The proposed land use is agricultural.

There is no proposed mitigation only interior amenities for the subdivision proposal. The open space being provided by Wildflower Reserve is a requirement of a PUD application, not a mitigation method for Trestles Subdivision. Staff would recommend a formal, technical review by an outside consultant if the applicant refuses to provide meaningful mitigation.

The Applicant disagrees with the statement that 182 units will be built. This would require an ADU to be built on every lot which is highly unlikely.

Regarding parks and open space, the Applicant would like to explore options of donating the open space to the County or other interested groups like “Friends of Teton Valley Sports and Wellness” where additional community sports fields or a recreation center could be placed. In studying the 2014 Recreation Master Plan, there appears to be a significant need for additional amenities. It also appears the County has a shortage of adequate fields for all sports as documented in the Plan. Comments from the City of Driggs, Jr. Jazz, competitive soccer clubs, softball leagues, and the Teton School District all suggest that current field and facilities are overused and insufficient. The vision the applicant has is that this open space could be deeded to the County for a regional or community park that was large enough to host regional tournaments and events, weekly practices and games for local organizations and a potential future Recreational Center.

Other mitigative efforts as outlined in the study include 1) paying recreational impact fees even though the County doesn’t currently have them; 2) providing parks within the community to deter homeowners from using other municipal parks; and 3) providing an incredible amount of open space and trails throughout the community.

Objective: 11. The application is consistent with any Capital Improvements Plan (CIP) adopted by the County.

All applicable fees based on the Impact Fee Program (2023 CIP) will be assessed at the time of building. The 2008 CIP

(for which was in place at the time of subdivision application and should be used in subdivision review) indicated that this area was appropriate for 80 units per 100 acres. This proposal of 66 residential lots on approximately 212.26 acres can meet this dwelling unit per acre ratio at .31 du/acre. With accessory dwelling units, the ratio would increase to .62 du/acre.

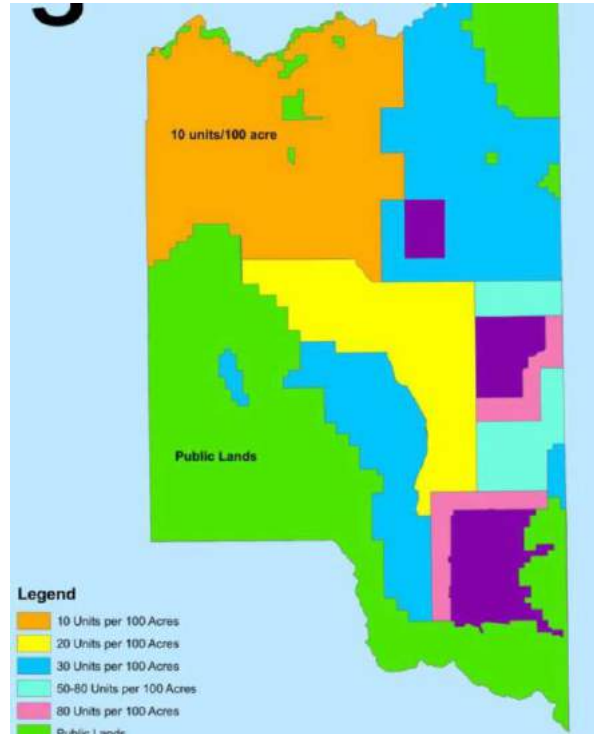


Figure 15. 2008 adopted CIP

Objective: 12. An adequate institutional structure has been created to ensure that long-term maintenance costs of roads, water, sewer, and drainage systems will be collected from within the development and used to maintain such items. If the chosen structure relies on payments of dues (for example, through a homeowners’ association) rather than taxes, the county shall be granted the institutional power to enforce payments of those dues in the event the organization fails to do so.

There are CC&Rs established for this subdivision. They include forming HOA, voting, design, fees, development and restrictions.

The CCRs should be updated to reflect the mitigation measures presented in the NRA and WHA:

Lighting – Outdoor lighting will be downcast and motion detector lights will be encouraged.

Pet Control – Owners of family pets will be restrained from interacting with wildlife should an encounter occur.

Wildlife Friendly Fencing – There are existing working fences along the perimeter of the parcel.

All new fence construction will follow guidelines per Teton County Idaho Zoning Ordinance, Title 9 Division 9-3-2 (C-2-c-WH-vi-b) (Teton County, 2013b).

They should also include all owners of the subdivision. Currently only Curt Behle is listed as the Owner/Manager.

The Applicant has updated the CC&R’s to reflect the changes above in Appendix I.

Objective: 13. If land ownership boundaries or natural terrain features make it impossible for the application to meet all of the criteria outlined in Section 9-3-2(C-3), the application shall meet as many of the criteria as possible.

There is floodplain on the property. However, because this area is proposed as an open space lot, it would keep development outside of the floodplain. There are no steep slopes on the property nor any wildland urban interface. The parcel is not within the Bear Conflict Zone.

Staff has not identified any other health, safety, or general welfare concerns not previously mentioned in the review of the Traffic Impact Study or the Fiscal Impact Analysis, which without mitigation could warrant health and safety concerns with a development of this size.

The Applicant agrees with Staff's observation that the overlays have been avoided and set aside as open space.

Objective: 14. In addition to the above, for a Planned Community PUD, the application is consistent with the recommendations of any report on the adequacy of the school system to accommodate school-aged children anticipated by the development and includes any recommended mitigation measures identified in that study. If the applicant is obligated to pay an impact fee for schools, then mitigation measures identified in the report will not be required.

N/A

Staff Recommendations:

As presented, the project does not conform with the zoning district requirements under Titles 8 & 9 and cannot be approved:

- a. **4 lots within the subdivision proposal do not meet the minimum lot size requirements: Proposed Lot 44 of Block 2** is proposed as only 1.348 acres. It is proposed as open space but regardless, this does not meet the minimum zoning requirements of a subdivision. **Proposed Lot 3 of Block 2** (proposed as residential) is also 1.658 acres which does not meet the minimum zoning requirements. **Proposed Block 2, Lot 1** (proposed as residential) is 2.273 acres, which does not meet the requirement. **Proposed Lot 17 Block 1** (proposed as residential) is 2.44 acres, which again does not meet the minimum zoning requirements of 2.5 acres for the A/RR-2.5 acre zone district under Titles 8 & 9 of TCC.

See response in the body of the document. These items have been corrected.

Other considerations for Conditions of Approval, if the PZC recommends approval:

- 1. The nutrient pathogen evaluation was found to be unsupported. Applicants were noticed of the insufficiencies and revisions requested on 9/13/23. The revisions were made by the applicant and sent back to the planning department on 10/26/23. A second technical review of those revisions has not yet been completed.

See information provided in Objective 5 of the body of the document.

- 2. The applicants individually coordinated with EIPH to receive approvals as separate subdivision applications prior to the combined application. Staff is unsure if this approval is still valid given the combination of applications for Trestles, which is now 68 lots. Applicant should obtain an approval from EIPH for the Trestles subdivision that is complete for the presented application. *This was a condition of approval for the concept plan approval that was not met.*

EIPH provided an updated letter stating that their site evaluation remains valid for the combined developments. See Appendix E.

- 3. Applicants have not presented any mitigation proposals for the Fiscal Impact Analysis, despite meeting with staff and various agencies. This is inadequate. If the application is recommended for approval, Staff would recommend a formal, technical review of the FIA by an outside consultant if the applicant refuses to provide meaningful mitigation.

Please see notes in Objective 10.

- 4. Parcel has undergone earthwork indicating infrastructure improvements occurring before final plat approval. Staff recommends seeking a legal review of the potential infraction associated with this code violation.

Please see notes in Objective 2.

5. The PZC should deliberate if the design review criteria for the WH overlays are met by the proposal (TCC 9-3-2(C-2-c-HS). Staff has suggested to the applicants that building envelopes in the Big Game Migration Corridor & Season Range would minimize impact to the overlay but they were not provided.

There are no WH overlays in the community except near Spring Creek which has been set aside as open space.

CONDITIONS OF APPROVAL

1. The development agreement must include all owners responsible for the development. Currently it only has one owner within one LLC.

The Development Agreement has been revised. See Appendix M.

2. The improvement plans need to include entrance landscaping and subdivision signs. Those were not presented. Further, the documents reference City of Rexburg standards. *These corrections have been made. See Appendix L.*
3. Applicant shall design improvement plans for all improvements on S 2000. Cost estimate should be updated to reflect the improvements.

The 2000 S. improvement Plans are shown in [Appendix G](#). The Engineer's Opinion of Probable Cost (EOPC) is in [Appendix D](#).

4. Narrative, page 5, incorrectly states a Nutrient Pathogen Evaluation was not necessary. This should be updated to reflect accurate information.

The original application for Trestles I did not require an N-P Evaluation, nor did the original application for Wildflower. Only the Trestles II community required an N-P Evaluation as a result of the presence of Spring Creek located on the extreme northwestern edge of the community which introduced the Waterways Overlay. After Trestles II was combined with Trestles I, the County required the N-P Evaluation to apply to all three properties. The language, "not necessary" was a carryover from the original Trestles I application. This has been corrected.

5. Applicant must provide documented legal use of the secondary access road – The road which Wildflower Reserve PUD is proposing is the second point of access for this proposed subdivision. Applicant must demonstrate the ability to build/operate and maintain the road for their proposal independently of Wildflower Reserve PUD, in the instance that Wildflower does not develop. An owned easement may be a means of indicating this ability.

An agreement regarding secondary access is provided in the [Appendix A](#).

6. Address all public works comments: *See comments in "inter-agency" section of the report above.*
 - 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.
 - Culverts should be incorporated at profile low points.
 - Typical Section shows 4" 3/4-inch gravel as wearing surface on top of 4" 3/4-inch base. The 3/4-inch base layer should be 2-inch minus material
 - Shortline Road must connect with Trestles Subdivision, Phase I and be built to County Local Road standards.
 - Plat is proposing a second access point through Wildflower Subdivision. The developer must show proof of ability to construct the second access independent of Trestles Subdivision development (i.e. easement or agreement).
 - Recommend having developer provide an alternate road configuration for Phase II that better addresses the purpose for a second access requirement.

The Applicant requests discussion with the PWD to ascertain a preferred alternate road configuration. The applicant believes that an adequate emergency secondary access could be provided through Fall Creek Blvd. Although the road is maintained privately, the plat dedicates the road easement to the County providing public access. A road between Lots 23 and 24 in Trestles II could connect to Fall Creek Blvd with a crash gate to only be used by emergency vehicles. In addition, the plat shows a further half road dedication running north-south on the west side of the Fall Creek Subdivision indicating that previously the County had envisioned a north-south connector road in the future that could provide the secondary access.

- Traffic Impact Study –Figure 17, page 26 (pm Peak Hour Traffic 2000S/1000E) is same as Figure 16, page25 (pm PHT SH33/2000S)

Correction made.

- Traffic Impact Study –Tables 9 & 11 pages 31 & 32; ADU PM Peak row for both Trestles & Wildflower is shown as AM Peak

Correction made.

- This subdivision will significantly increase the volume of traffic on E2000S. Off-site improvements at the Condition of approval consideration should address off-site improvements mentioned in TIS mitigation measures section:
 - SH33 left turn lanes for both north and southbound (warranted for existing traffic conditions)
 - 2000S westbound left turn lane (warranted for subdivision build out)
 - SH33 northbound traffic right turn lane (warranted for subdivision build out)
 - SH33 southbound traffic right turn lane (warranted for horizon year 2052)

See comments in “inter-agency” section of the report above

7. Staff recommends I TD review the TIS relative to impacts on Hwy. 33 and provide comment this is yet to be done completed.

The Engineer for the Applicant has met with ITD but will reach out again and discuss the revised TIS.

8. CCRs should be updated to reflect the mitigation measures presented in the NRA and WHA:
 - a. *Lighting* Outdoor lighting will be downcast and motion detector lights will be encouraged.
 - b. *Pet Control* Owners of family pets will be restrained from interacting with wildlife should an encounter occur.
 - c. *Wildlife Friendly Fencing.* There are existing working fences along the perimeter of the parcel. All new fence construction will follow guidelines per Teton County Idaho Zoning Ordinance, Title 9 Division 9-3-2 (C-2-c-WH-vi-b) (Teton County, 2013b).

The CC&Rs have been updated and are provided in [Appendix I](#).

PLANNING & ZONING COMMISSION ACTIONS

A. Recommend approval of the Preliminary Plat, with the possible conditions of approval listed in this staff report, having provided the reasons and justifications for the approval.

—
—

—

- B. Recommend approval of the Preliminary Plat, with modifications to the application, or adding conditions of approval, having provided the reasons and justifications for the approval and any modifications or conditions.
- C. Recommend Denial of the Preliminary Plat application 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 move recommending to approve or deny the application:

APPROVAL

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 Trestles Subdivision as described in the application materials submitted on August 24, 2023, and additional information attached to the staff report. (with the following conditions of approval...)

DENIAL

Having concluded that the Criteria for Approval of a Preliminary Plat found in Title 9-3-2-B have not been satisfied, I move to RECOMMEND DENIAL of the Preliminary Plat for Trestles Subdivision as described in the application materials submitted on August 24, 2023 and additional information attached to the staff report, based on the following findings:

- 1.

CONTINUATION

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

Jade Krueger, Planning Administrator

ATTACHMENTS:

- A) Application (6 pages)
- B) Narrative (6 pages)
- C) Preliminary Plat (10 pages)
- D) Fiscal Impact Analysis (91 pages)
- E) Traffic Impact Study (121 pages)
- F) Nutrient Pathogen Evaluation (207 pages)
- G) NP Technical Review (2 pages)
- H) NP Review Letter DEQ – 1 (1 page)
- I) Improvement Plans Part one (21 pages)
- J) Improvement Plans Part two (23 pages)
- K) Natural Resource Analysis (18 pages)
- L) Wertheim LLC documentation (2 pages)
- M) Behle LLC documentation (24 pages)
- N) Demand for a Takings Analysis (2 pages)
- O) Supplement (134 pages)
 - Appendix A: Property Deeds (page 16-31)
 - C: Development Agreement (page 59- 71)
 - Cost Estimate (page 75-79)
 - D: Drafted CC&Rs (pages 82-106)
 - E: Letter of Intent of financial surety (page 107-108)
 - J: Open Space Management Plan (page 109-112)
 - K: EIPH letters (117-134 pages)
- P) Letter of Authorization Liberty LLC (2 pages)
- Q) Fire Marshal Review (1 page)
- R) NP Review by DEQ – 2 (1 page)
- S) Public Comment (28 pages)
- T) Public Works Review (1 page)

APPENDIX A

EASEMENT AGREEMENT



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

(Space Above For Recorder's Use)

ACCESS EASEMENT

For value received, this Access Easement is made effective this 20 day of April 2022, by and between 071500, LLC, a Wyoming limited liability company (“Grantor 071500”), by and between 325 Blackfoot, LLC, an Idaho limited liability company (“Grantor 325 Blackfoot”), and by and between Liberty, LLC, a Nevada limited liability company (“Grantee”). Grantor 071500 and the Grantor 325 Blackfoot may be collectively referred to as the “Grantors.” The Grantors and Grantee may be collectively referred to as the parties.

RECITALS:

WHEREAS, Grantor 071500 is the owner of that certain property in Teton County, Idaho, as more fully described in *Exhibit A – 1*, which exhibit is attached hereto and incorporated herein;

WHEREAS, Grantor 325 Blackfoot is the owner of that certain property in Teton County, Idaho, as more fully described in *Exhibit A – 2*, which exhibit is attached hereto and incorporated herein (known collectively with the property identified in Exhibit A – 1 as the “Grantors’ Property”);

WHEREAS, Grantee is the owner of that certain property in Teton County, Idaho as depicted in *Exhibit B*, which exhibit is attached hereto and incorporated herein (“Grantee’s Property”);

WHEREAS, Grantors desire to grant and Grantee desires to receive an easement for ingress and egress across the Grantors’ Property as depicted on *Exhibit C* under the terms and conditions outlined hereafter.

AGREEMENT:

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

1. Grant. Grantors hereby grant a non-exclusive perpetual access easement over, on, across, and through the Grantors’ Property for ingress and egress in the location depicted on *Exhibit C* (“Easement”). The ingress and egress shall be approximately 60-foot wide.

2. Purpose of Easement. The Easement shall be used for ingress and egress that specifically includes pedestrian travel, vehicular travel, and underground utilities. Said Easement includes any

respective representatives, customers, invitees, and agents. No parking of any vehicles shall be permitted on the Easement.

3. Improvements. Grantee may construct improvements over, under, in, along, across, and upon the Easement that are reasonably related to both the purpose of the Easement and Grantee's use and enjoyment of the Easement (the "**Improvements**").

4. Binding on Successors. This Easement shall be recorded in the official records of Teton County, Idaho, and shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto and shall run with the land.

5. Counterparts. This Easement may be executed in counterparts, each part being considered an original document, all parts being but one document.

6. Indemnification. The Grantee agrees to indemnify, defend and hold the Grantors, and their successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expense that arise from use of the Easement by Grantee and its successors.

7. Remedies. In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Easement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements.

8. Relocation Reservation. Grantors or Grantee may relocate the Easement if prior written consent is obtained from the nonrequesting party (Grantors or Grantee), which the nonrequesting party shall not unreasonably withhold. If a party wants to relocate the Easement, that party shall send a request to relocate the Easement in writing to the other party (Grantors or Grantee). The nonrequesting party shall respond to such request to relocate, in writing, within 20 days of receiving such relocation request. If the parties agree to relocate the Easement, then this Agreement shall be amended to reflect same. Both Grantors and Grantee, hereby acknowledge and agree that the party requesting the relocation shall be responsible for the all costs and expenses, including reasonable attorneys' fees of the other party, incurred in connection with relocating the Easement. For purposes of this section 8, Grantors act as one party so the Grantors together are either the requesting party or the nonrequesting party and not one Grantor as a requesting party and the other Grantor as a nonrequesting party.

9. Easement Obstructions. No fence or other barrier shall be erected or permitted within or across the Easement which would prevent or obstruct the passage of pedestrian or vehicular travel; provided, however, that the foregoing shall not prohibit (i) the temporary erection of barricades which are reasonably necessary for security or safety purposes in connection with the construction, reconstruction, repair and maintenance of improvements, including the Easement, on the Grantors' Property, it being agreed by the parties however, that all such work shall be conducted in an expeditious manner reasonably possible to minimize the interference with the use of the Easement by Grantors, and such work shall be diligently prosecuted to completion, or (ii) the construction of limited curbing or other forms of traffic controls along the outer perimeter of the Easement.

Grantors reserve the right to close off the Easement for such reasonable period of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to taking such action, Grantors shall give written notice to Grantee of its intention to do so, and to the extent reasonably possible, the parties shall coordinate such closing so that the interruption in the use and enjoyment of the Easement is kept to a minimum. Grantors shall use reasonable efforts to avoid the need to close off the Easement.

10. Notices. All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is (i) delivered to the party intended, (ii) delivered to the then current address of the party intended, or (iii) rejected at the then current address of the party intended, provided such writing was sent prepaid. The initial address of the signatories hereto is:

Grantee: Liberty, LLC
c/o Ken Edwards
11629 S 700 E #125
Draper, UT 84020

Grantor: 071500, LLC
c/o Curt Behle
436 Forest View Drive
Driggs, ID 83422

Grantor: 325 Blackfoot, LLC
c/o Karin Wertheim
851 Paiute Street
Driggs, ID. 83422

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

11. Dedications. Grantors except and reserve unto itself, its successors and assigns, the right to dedicate the Easement as a public street or drive at any time at its sole election. Upon any such dedication all private rights of Grantee therein shall automatically terminate and expire. Until and unless an express dedication is made of the Easement, no use hereunder shall be deemed to constitute the Easement as a public way or a quasi-public way, but to the contrary the Easement shall constitute and remain a private way and drive. No dedication shall, however, be made of the Easement unless:

- a. Such Easement is accepted by the public entity for maintenance as a public street or drive; and
- b. The dedication does not preclude, prevent, or materially impair the continued use by Grantee of the entrance to and exit from the Easement then being used incident to the Grantee's Property.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day and year first written above.

GRANTEE:

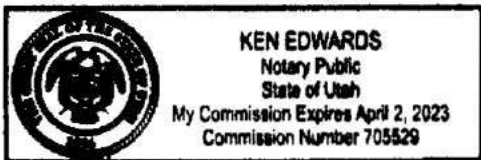
Liberty, LLC

By REJ
Its MANAGER

STATE OF UTAH)
County of Salt Lake) ss.

On this 20 day of April, 2022, before me Ken Edwards, personally appeared, Randy Larsen, known or identified to me (or proved to me on the oath of Nevada Driver License) to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



[Signature]
NOTARY PUBLIC FOR UTAH
Residing at Draper UT
My Commission Expires 4/2/2023

EXHIBIT A - 1

(Grantor 071500, LLC Property Legal Description)

PART OF THE SE¹/₄ 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, 1,321.27 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.

EXHIBIT A - 2

(Grantor 325 Blackfoot, LLC Property 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.

EXHIBIT B
(Grantee's Property)

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 S00°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: S117. 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°45'11"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 S1/2NE1/4 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 SW1/4NE1/4 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.

EXHIBIT C

(60-Foot Access and Utility Easement)

A strip of land being 60 feet in width over and across those tracts of land described in Grant Deed Instrument No. 269605 and Grant Deed Instrument No. 263901 as recorded in the Teton County Clerk's Office. Said 60-foot strip is located within the E1/2SE1/4 of Section 2, T.4N., R.45E., B.M. with the sidelines of the strip being 30 feet on each side of the following described centerline:

COMMENCING at the S1/4 Section Corner of said Section 2, Corner Perpetuation Form Instrument No. 103717 ;

THENCE N 89°53'10" E, 1636.10 FEET along the south line of said Section 2 to the **POINT OF BEGINNING** of this centerline description;

THENCE N 00°30'46" W, 298.45 feet, to a point;

THENCE along a curve turning to the right with an arc length of 167.17 feet, a radius of 300.00 feet, a chord bearing of N 15°27'03" E, and a chord length of 165.02 feet;

THENCE N 31°24'52" E, 3.72 feet, to a point;

THENCE along a curve turning to the left with an arc length of 260.65 feet, a radius of 300.00 feet, a chord bearing of N 06°31'28" E, and a chord length of 252.53 feet;

THENCE N 18°21'55" W, 278.15 feet, to a point;

THENCE along a curve turning to the right with an arc length of 376.76 feet, a radius of 300.00 feet, a chord bearing of N 17°36'46" E, and a chord length of 352.49 feet;

THENCE N 53°35'28" E, 142.39 feet, to a point;

THENCE along a curve turning to the left with an arc length of 285.78 feet, a radius of 300.00 feet, a chord bearing of N 26°18'03" E, and a chord length of 275.10 feet;

THENCE N 00°59'21" W, 656.66 feet, to a point;

THENCE N 16°25'41" E, 330.10 feet, to a point;

THENCE S 89°53'17" W, 762.38 feet, to a point intersecting the east line of that tract of land as described in Grant Deed Instrument No. 268929 as Parcel 3 and referenced as Parcel 1 on that Record of Survey, Instrument No. 263456, being the **POINT OF TERMINUS** of this centerline description.

With the sidelines of the above-described easement being lengthened or foreshortened to intersect the south line of said Section 2 to the south, the east line of that tract of land as described in Grant Deed Instrument No. 268929 as Parcel 3 and referenced as Parcel 1 on that Record of Survey, Instrument No. 263456 to the west, and the south line of that tract of land as described in Grant Deed Instrument No. 268929 as Parcel 2.

The Basis of Bearings for this description is S 89°53'10" W between the S1/4 Corner of said Section 2 and the Southeast Corner of said Section 2.

CENTENO ALFONSO GONZALEZ
WD 261736
R.O.S INST NO. 261734

LIBERTY LLC
GRANT DEED 268929
R.O.S INST NO. 261734

E 1/4 CORNER
SECTION 2
CPFR #174914

LIBERTY LLC
GRANT DEED
268929

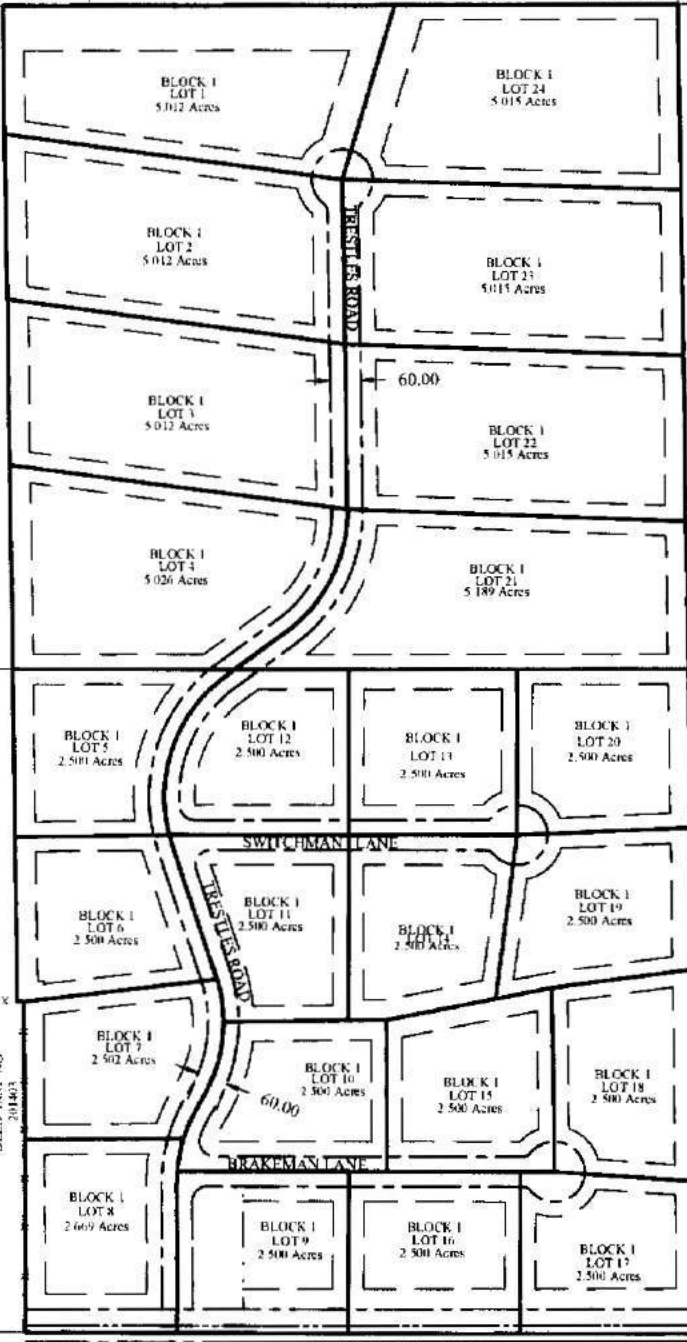
**TRESTLES SUBDIVISION
PRELIMINARY PLAT
EXHIBIT
PROPOSED 60' ACCESS
AND UTILITY EASEMENT**

LIBERTY LLC
PARCEL 1
R.O.S INST NO. 261456

LIBERTY LLC
GRANT DEED
INST NO. 268929

HEULESON
HOWARD RAY
CONVULSED
WARRANTY
DEED INST NO.
201403

S 1/4
CORNER
SECTION 2
CPFR
#101717



FREE FAMILY TRUST
WARRANTY DEED
INST NO. 219650
R.O.S #219650

FREE FAMILY TRUST
WARRANTY DEED
INST NO. 219650
R.O.S #219650

HARMS WILLIAM D AND BROWN JANICE M
QUIT CLAIM DEED
INST NO 246642
P.O.S #235968

60' ACCESS AND UTILITY EASEMENT
PROPOSED LOT LINE
BUILDING ENVELOPE

EXHIBIT NOTES:

THE CENTERLINE OF THE 60' FOOT ACCESS AND UTILITY EASEMENT SHALL BE MONUMENTED AND A RECORD OF SURVEY FILED. THIS EXHIBIT IS PRELIMINARY IN NATURE. THE EASEMENT CENTERLINE SHALL FOLLOW THE APPROVED LOCATION OF TRESTLES ROAD AS RECORDED AT THE TIME OF FINAL PLAT APPROVAL.



COUNTY ROAD E 2000 S

SE CORNER SECTION 2
CPFR #101718

60' ACCESS AND UTILITY EASEMENT EXHIBIT

DATE	2022-06-29	DRAWN BY	CTC
PROJECT	2439 - TRESTLES		

402 VAN HORN ST
SUITE 101
208-735-3276

4141 S.W.W.
E-900 P.O. BOX 82
208-735-4780

APPENDIX B

FIRE MARSHALL APPROVAL LETTER

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
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

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APPENDIX C
LOT SIZE ADJUSTMENTS

APPENDIX D

EOPC

Project No.	01-22-0038	Date:	12-Jan-24
Project:	2000 South	Prepared by:	EAS
Client:	Liberty LLC and Curt Behle	Checked by:	BEC

LINE NO.	DIVISION	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
CONSTRUCTION COSTS						
1	0 - Bidding	Mobilization, Bonding, Insurance, Bidding, Etc.	5%			\$ 6,000
2	1 - General	Submittals (Shop Drawings, O&M Manuals), Project Coordination, P	1%			\$ 1,000
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
SUBTOTAL						\$ 11,000
ROADWAY						
5	2- Site Const.	Clearing and Grubbing	1,300	SY	1.50	\$ 1,950
6	2- Site Const.	Demolition - Removal of Obstructions	0	LS	0.00	\$ -
7	2- Site Const.	Excavation	1,300	CY	10.00	\$ 13,000
8	2- Site Const.	Furnish and Install Embankment Material	0	CY	20.00	\$ -
9	2- Site Const.	Geotextile Fabric	1,300	SY	1.50	\$ 1,950
		Furnish and Install 12-inches Granular Borrow Subgrade (Pit Run)				
10	2- Site Const.		1,300	CY	32.00	\$ 41,600
11	2- Site Const.	Furnish and Install 4-inches 2" Minus Base Course	0	CY	42.00	\$ -
12	2- Site Const.	Furnish and Install 4-inches 3/4" Aggregate Surface Course	433	CY	48.00	\$ 20,784
13	2- Site Const.	Furnish and Install 4-inches Hot Mix Asphalt Pavement	1,300	SY	21.00	\$ 27,300
14	2- Site Const.	Furnish and Install Walking Path (5' wide - asphalt)	0	SF	5.00	\$ -
15	2- Site Const.	Sidewalk	0	SF	5.00	\$ -
16	2- Site Const.	Ribbon Curb	0	LF	21.00	\$ -
17	2- Site Const.	Curb & Gutter	0	LF	32.00	\$ -
18	2- Site Const.	Furnish and install concrete crossspan/valley gutter	0	Each	4,000.00	\$ -
19	2- Site Const.	Furnish and install ADA ramp	0	Each	2,500.00	\$ -
20	2- Site Const.	Furnish and install reseeding, topsoil, mulch	0	SF	0.20	\$ -
21	2- Site Const.	Pavment Marking	1	LS	3,000.00	\$ 3,000
22	2- Site Const.	Furnish and install street signs	0	Each	1,250.00	\$ -
23	2- Site Const.	Traffic Control	1	LS	5,000.00	\$ 5,000
SUBTOTAL						\$ 114,584
WATER						
24	2- Site Const.					\$ -
25	2- Site Const.					\$ -
SUBTOTAL						\$ -
SEWER						
26	2- Site Const.					\$ -
27	2- Site Const.					\$ -
SUBTOTAL						\$ -
PARK						
28	2- Site Const.	Benches	0	Each	705.00	\$ -
29	2- Site Const.	Picnic Tables	0	Each	650.00	\$ -
30	2- Site Const.	Garbage Can	0	Each	457.00	\$ -
31	2- Site Const.	Park Grill	0	Each	344.00	\$ -
32	2- Site Const.	Gazebo	0	Each	1,600.00	\$ -
33	2- Site Const.	Irrigation System	0	Each	8,000.00	\$ -
SUBTOTAL						\$ -
PRIVATE UTILITIES						
34	2- Site Const.	Trenching for Fall River Electric	0	LF	4.00	\$ -
35	2- Site Const.	Furnish and install 2-inch PVC Conduit - Fall River Electric	0	LF	6.00	\$ -
36	2- Site Const.	Furnish and install conductor - Fall River Electric	0	LF	11.25	\$ -
37	2- Site Const.	Furnish and install transformer, meter, and meter base	0	Each	2,500.00	\$ -
38	2- Site Const.	Furnish and install natural gas	0	LF	0.00	\$ -
		Furnish and install natural gas service lateral - Intermountain Gas				
39	2- Site Const.		0	Each	3,000.00	\$ -
SUBTOTAL						\$ -

MISCELLANEOUS						
40	2- Site Const.	Excavation of Fire Pond	0	CF	0.75	\$ -
41	2- Site Const.	Geosynthetic Liner	0	SF	2.00	\$ -
42	2- Site Const.	Appurtenances	0	LS	10,000.00	\$ -
		SUBTOTAL				\$ -
		SUBTOTAL CONSTRUCTION COST				\$ 125,584.00
		Round to nearest \$10,000				\$ 130,000.00
		Confidence Factor		90%		\$ 13,000.00
		TOTAL CONSTRUCTION COST				\$ 143,000.00



Project No. **01-21-0023, 01-22-0038, & 01-22-0045** Date: 12-Jan-24
 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
CONSTRUCTION COSTS						
1	0 - Bidding	Mobilization, Bonding, Insurance, Bidding, Etc.	1	LS		\$ 15,000
2	1 - General	Submittals (Shop Drawings, O&M Manuals), Project Coordination, P	1	LS		\$ 9,000
3	1 - General	Construction Facilities and Temporary Controls - Utilities, etc.	1	LS		\$ 9,000
4	1 - General	Environmental Protection & Special Controls - Solid Waste, Dust, Fu	0	LS		\$ -
SUBTOTAL						\$ 33,000
ROADWAY						
5	2- Site Const.	Clearing and Grubbing	50,000	CY	3.80	\$ 190,000
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)	21,000	CY	13.81	\$ 290,000
11	2- Site Const.	Furnish and Install 4-inches 2" Minus Base Course	3,700	CY	48.65	\$ 180,000
12	2- Site Const.	Furnish and Install 4-inches 3/4" Aggregate Surface Course	3,700	CY	48.00	\$ 177,600
13	2- Site Const.	Furnish and Install 3-inches Hot Mix Asphalt Pavement	0	SY	5.00	\$ -
14	2- Site Const.	Furnish and Install Walking Path (5' wide - gravel)	20,000	LF	4.50	\$ 90,000
15	2- Site Const.	Sidewalk	0	SF	5.00	\$ -
16	2- Site Const.	Ribbon Curb	0	LF	21.00	\$ -
17	2- Site Const.	Curb & Gutter	0	LF	32.00	\$ -
18	2- Site Const.	Furnish and install concrete crossspan/valley gutter	0	Each	4,000.00	\$ -
19	2- Site Const.	Furnish and install ADA ramp	0	Each	2,500.00	\$ -
20	2- Site Const.	Furnish and install reseeding, topsoil, mulch	0	SF	0.20	\$ -
21	2- Site Const.	Pavment Marking	0	LS	3,000.00	\$ -
22	2- Site Const.	Furnish and install street signs	0	Each	1,250.00	\$ -
23	2- Site Const.	Traffic Control	0	LS	3,000.00	\$ -
SUBTOTAL						\$ 927,600
LANDSCAPING						
24	2- Site Const.	Revegetation of disrupted soil	3	LS	28,500	\$ 28,500
25	2- Site Const.	Landscaping	3	LS	62,000	\$ 62,000
SUBTOTAL						\$ 90,500
SIGNAGE						
26	2- Site Const.	Furnish and install entrance sign	2	Each	9,750.00	\$ 19,500
27	2- Site Const.	Furnish and install community mailboxes	2	Each	18,000.00	\$ 36,000
SUBTOTAL						\$ 55,500
PARK						
28	2- Site Const.	Playground	2	Each	5,000.00	\$ 30,000
29	2- Site Const.	Picnic Tables	8	Each	5,000.00	\$ 4,000
30	2- Site Const.	Garbage System	4	Each	15,000.00	\$ 2,400
31	2- Site Const.	Benches	8	Each	10,000.00	\$ 3,200
32	2- Site Const.	Park Grill	4	Each	15,000.00	\$ 5,400
33	2- Site Const.	Gazebo	4	Each	20,000.00	\$ 40,000
34	2- Site Const.					\$ -
SUBTOTAL						\$ 85,000
SEWER						
35						\$ -
36						\$ -
SUBTOTAL						\$ -
PRIVATE UTILITIES						
37	2- Site Const.	Trenching for Fall River Electric	13,930	LF	5.58	\$ 77,708
38	2- Site Const.	Furnish and install 2-inch PVC Conduit - Fall River Electric	13,930	LF	6.00	\$ 83,580
39	2- Site Const.	Furnish and install conductor - Fall River Electric	13,930	LF	11.25	\$ 156,713
40	2- Site Const.	Furnish and install transformer, meter, and meter base	108	Each	1,250.00	\$ 135,000
41	2- Site Const.	Furnish and install internet service	25,000	LF	3.32	\$ 83,000
42	2- Site Const.	Furnish and install natural gas service lateral - Intermountain Gas	0	Each	3,000.00	\$ -
SUBTOTAL						\$ 453,000

MISCELLANEOUS						
43	2- Site Const.	Excavation of Fire Pond	60,000	CF	0.68	\$ 41,000
44	2- Site Const.	Geosynthetic Liner	12,000	SF	1.50	\$ 24,000
45	2- Site Const.	Appurtenances	2	LS	10,000.00	\$ 20,000
46	2- Site Const.	Furnish and install pressure fire system and hydrants	3	LS		\$ 62,000
		SUBTOTAL				\$ 147,000
		SUBTOTAL CONSTRUCTION COST				\$ 1,791,601
		Round to nearest \$10,000				\$ 1,800,000
		Confidence Factor	90%			\$ 180,000
TOTAL CONSTRUCTION COST						\$ 1,980,000.00



Project No. **01-21-0023** Date: 12-Jan-24
 Project: **Trestles** Prepared by: EAS
 Client: **Curt Behle, Karin Wertheim** Checked by: BEC

LINE NO.	DIVISION	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
CONSTRUCTION COSTS						
1	0 - Bidding	Mobilization, Bonding, Insurance, Bidding, Etc.	1	LS		\$ 5,000
2	1 - General	Submittals (Shop Drawings, O&M Manuals), Project Coordination, P	1	LS		\$ 3,000
3	1 - General	Construction Facilities and Temporary Controls - Utilities, etc.	1	LS		\$ 3,000
4	1 - General	Environmental Protection & Special Controls - Solid Waste, Dust, Fu	0	LS		\$ -
SUBTOTAL						\$ 11,000
ROADWAY						
5	2- Site Const.	Clearing and Grubbing	15,033	CY	3.80	\$ 57,125
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)	6,314	CY	13.81	\$ 87,191
11	2- Site Const.	Furnish and Install 4-inches 2" Minus Base Course	1,112	CY	48.65	\$ 54,119
12	2- Site Const.	Furnish and Install 4-inches 3/4" Aggregate Surface Course	1,112	CY	48.00	\$ 53,397
13	2- Site Const.	Furnish and Install 3-inches Hot Mix Asphalt Pavement	0	SY	5.00	\$ -
14	2- Site Const.	Furnish and Install Walking Path (5' wide - gravel)	8,371	LF	4.50	\$ 37,670
15	2- Site Const.	Sidewalk	0	SF	5.00	\$ -
16	2- Site Const.	Ribbon Curb	0	LF	21.00	\$ -
17	2- Site Const.	Curb & Gutter	0	LF	32.00	\$ -
18	2- Site Const.	Furnish and install concrete crossspan/valley gutter	0	Each	4,000.00	\$ -
19	2- Site Const.	Furnish and install ADA ramp	0	Each	2,500.00	\$ -
20	2- Site Const.	Furnish and install reseeding, topsoil, mulch	0	SF	0.20	\$ -
21	2- Site Const.	Pavment Marking	0	LS	3,000.00	\$ -
22	2- Site Const.	Furnish and install street signs	0	Each	1,250.00	\$ -
23	2- Site Const.	Traffic Control	0	LS	1,000.00	\$ -
SUBTOTAL						\$ 289,502
LANDSCAPING						
24	2- Site Const.	Revegetation of disrupted soil	1	LS	9,500.00	\$ 9,500
25	2- Site Const.	Landscaping	1	LS	20,666.67	\$ 20,667
SUBTOTAL						\$ 30,167
SIGNAGE						
26	2- Site Const.	Furnish and install entrance sign	1	Each	9,750.00	\$ 9,750
27	2- Site Const.	Furnish and install community mailboxes	1	Each	18,000.00	\$ 18,000
SUBTOTAL						\$ 27,750
PARK						
28	2- Site Const.	Playground	0	Each	5,000.00	\$ -
29	2- Site Const.	Picnic Tables	0	Each	5,000.00	\$ -
30	2- Site Const.	Garbage System	0	Each	15,000.00	\$ -
31	2- Site Const.	Benches	0	Each	10,000.00	\$ -
32	2- Site Const.	Park Grill	0	Each	15,000.00	\$ -
33	2- Site Const.	Gazebo	0	Each	20,000.00	\$ -
34	2- Site Const.					\$ -
SUBTOTAL						\$ -
SEWER						
35						
36						
SUBTOTAL						
PRIVATE UTILITIES						
37	2- Site Const.	Trenching for Fall River Electric	5,030	LF	5.58	\$ 28,060
38	2- Site Const.	Furnish and install 2-inch PVC Conduit - Fall River Electric	5,030	LF	6.00	\$ 30,180
39	2- Site Const.	Furnish and install conductor - Fall River Electric	5,030	LF	11.25	\$ 56,588
40	2- Site Const.	Furnish and install transformer, meter, and meter base	24	Each	1,250.00	\$ 30,000
41	2- Site Const.	Furnish and install internet service	9,027	LF	3.32	\$ 29,971
42	2- Site Const.	Furnish and install natural gas service lateral - Intermountain Gas	0	Each	3,000.00	\$ -
SUBTOTAL						\$ 144,827

MISCELLANEOUS						
43	2- Site Const.	Excavation of Fire Pond	30,000	CF	0.68	\$ 20,500
44	2- Site Const.	Geosynthetic Liner	6,000	SF	2.00	\$ 12,000
45	2- Site Const.	Appurtenances	1	LS	10,000.00	\$ 10,000
46	2- Site Const.	Furnish and install pressure fire system and hydrants	1	LS		\$ -
		SUBTOTAL				\$ 42,500
		SUBTOTAL CONSTRUCTION COST				\$ 534,746.47
		Round to nearest \$10,000				\$ 540,000.00
		Confidence Factor			90%	\$ 54,000.00
		TOTAL CONSTRUCTION COST				\$ 594,000.00

Project No. **01-22-0038** Date: 12-Jan-24
 Project: **Trestles II** Prepared by: EAS
 Client: **Liberty LLC** Checked by: BEC

LINE NO.	DIVISION	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
CONSTRUCTION COSTS						
1	0 - Bidding	Mobilization, Bonding, Insurance, Bidding, Etc.	1	LS		\$ 5,000
2	1 - General	Submittals (Shop Drawings, O&M Manuals), Project Coordination, P	1	LS		\$ 3,000
3	1 - General	Construction Facilities and Temporary Controls - Utilities, etc.	1	LS		\$ 3,000
4	1 - General	Environmental Protection & Special Controls - Solid Waste, Dust, Fu	0	LS		\$ -
SUBTOTAL						\$ 11,000
ROADWAY						
5	2- Site Const.	Clearing and Grubbing	26,599	CY	3.80	\$ 101,076
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)	11,172	CY	13.81	\$ 154,274
11	2- Site Const.	Furnish and Install 4-inches 2" Minus Base Course	1,968	CY	48.65	\$ 95,756
12	2- Site Const.	Furnish and Install 4-inches 3/4" Aggregate Surface Course	1,968	CY	48.00	\$ 94,479
13	2- Site Const.	Furnish and Install 3-inches Hot Mix Asphalt Pavement	0	SY	5.00	\$ -
14	2- Site Const.	Furnish and Install Walking Path (5' wide - gravel)	7,873	LF	4.50	\$ 35,430
15	2- Site Const.	Sidewalk	0	SF	5.00	\$ -
16	2- Site Const.	Ribbon Curb	0	LF	21.00	\$ -
17	2- Site Const.	Curb & Gutter	0	LF	32.00	\$ -
18	2- Site Const.	Furnish and install concrete crossspan/valley gutter	0	Each	4,000.00	\$ -
19	2- Site Const.	Furnish and install ADA ramp	0	Each	2,500.00	\$ -
20	2- Site Const.	Furnish and install reseeding, topsoil, mulch	0	SF	0.20	\$ -
21	2- Site Const.	Pavment Marking	0	LS	3,000.00	\$ -
22	2- Site Const.	Furnish and install street signs	0	Each	1,250.00	\$ -
23	2- Site Const.	Traffic Control	0	LS	1,000.00	\$ -
SUBTOTAL						\$ 481,015
LANDSCAPING						
24	2- Site Const.	Revegetation of disrupted soil	1	LS	9,500.00	\$ 9,500
25	2- Site Const.	Landscaping	1	LS	20,666.67	\$ 20,667
SUBTOTAL						\$ 30,167
SIGNAGE						
26	2- Site Const.	Furnish and install entrance sign	0	Each	9,750.00	\$ -
27	2- Site Const.	Furnish and install community mailboxes	0	Each	18,000.00	\$ -
SUBTOTAL						\$ -
PARK						
28	2- Site Const.	Playground	1	Each	15,000.00	\$ 15,000
29	2- Site Const.	Picnic Tables	4	Each	500.00	\$ 2,000
30	2- Site Const.	Garbage System	2	Each	600.00	\$ 1,200
31	2- Site Const.	Benches	4	Each	400.00	\$ 1,600
32	2- Site Const.	Park Grill	2	Each	1,350.00	\$ 2,700
33	2- Site Const.	Gazebo	2	Each	10,000.00	\$ 20,000
34	2- Site Const.					\$ -
SUBTOTAL						\$ 42,500
SEWER						
35						\$ -
36						\$ -
SUBTOTAL						\$ -
PRIVATE UTILITIES						
37	2- Site Const.	Trenching for Fall River Electric	7,500	LF	5.58	\$ 41,838
38	2- Site Const.	Furnish and install 2-inch PVC Conduit - Fall River Electric	7,500	LF	6.00	\$ 45,000
39	2- Site Const.	Furnish and install conductor - Fall River Electric	7,500	LF	11.25	\$ 84,375
40	2- Site Const.	Furnish and install transformer, meter, and meter base	42	Each	1,250.00	\$ 52,500
41	2- Site Const.	Furnish and install internet service	13,460	LF	3.32	\$ 44,688
42	2- Site Const.	Furnish and install natural gas service lateral - Intermountain Gas	0	Each	3,000.00	\$ -
SUBTOTAL						\$ 223,713

MISCELLANEOUS						
43	2- Site Const.	Excavation of Fire Pond	0	CF	0.68	\$ -
44	2- Site Const.	Geosynthetic Liner	0	SF	2.00	\$ -
45	2- Site Const.	Appurtenances	0	LS	10,000.00	\$ -
46	2- Site Const.	Furnish and install pressure fire system and hydrants	1	LS	62,000.00	\$ 62,000
SUBTOTAL						\$ 62,000
SUBTOTAL CONSTRUCTION COST						\$ 839,394.66
Round to nearest \$10,000						\$ 840,000.00
Confidence Factor						90% \$ 84,000.00
TOTAL CONSTRUCTION COST						\$ 924,000.00

Project No. **01-22-0045** Date: 12-Jan-24
 Project: **Wildflower** Prepared by: EAS
 Client: **Liberty LLC** Checked by: BEC

LINE NO.	DIVISION	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
CONSTRUCTION COSTS						
1	0 - Bidding	Mobilization, Bonding, Insurance, Bidding, Etc.	1	LS		\$ 5,000
2	1 - General	Submittals (Shop Drawings, O&M Manuals), Project Coordination, P	1	LS		\$ 3,000
3	1 - General	Construction Facilities and Temporary Controls - Utilities, etc.	1	LS		\$ 3,000
4	1 - General	Environmental Protection & Special Controls - Solid Waste, Dust, Fu	0	LS		\$ -
SUBTOTAL						\$ 11,000
ROADWAY						
5	2- Site Const.	Clearing and Grubbing	8,368	CY	3.80	\$ 31,799
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)	3,515	CY	13.81	\$ 48,535
11	2- Site Const.	Furnish and Install 4-inches 2" Minus Base Course	619	CY	48.65	\$ 30,125
12	2- Site Const.	Furnish and Install 4-inches 3/4" Aggregate Surface Course	619	CY	48.00	\$ 29,723
13	2- Site Const.	Furnish and Install 3-inches Hot Mix Asphalt Pavement	0	SY	5.00	\$ -
14	2- Site Const.	Furnish and Install Walking Path (5' wide - gravel)	3,756	LF	4.50	\$ 16,900
15	2- Site Const.	Sidewalk	0	SF	5.00	\$ -
16	2- Site Const.	Ribbon Curb	0	LF	21.00	\$ -
17	2- Site Const.	Curb & Gutter	0	LF	32.00	\$ -
18	2- Site Const.	Furnish and install concrete crossspan/valley gutter	0	Each	4,000.00	\$ -
19	2- Site Const.	Furnish and install ADA ramp	0	Each	2,500.00	\$ -
20	2- Site Const.	Furnish and install reseeding, topsoil, mulch	0	SF	0.20	\$ -
21	2- Site Const.	Pavment Marking	0	LS	3,000.00	\$ -
22	2- Site Const.	Furnish and install street signs	0	Each	1,250.00	\$ -
23	2- Site Const.	Traffic Control	0	LS	1,000.00	\$ -
SUBTOTAL						\$ 157,083
LANDSCAPING						
24	2- Site Const.	Revegetation of disrupted soil	1	LS	9,500.00	\$ 9,500
25	2- Site Const.	Landscaping	1	LS	20,666.67	\$ 20,667
SUBTOTAL						\$ 30,167
SIGNAGE						
26	2- Site Const.	Furnish and install entrance sign	1	Each	9,750.00	\$ 9,750
27	2- Site Const.	Furnish and install community mailboxes	1	Each	18,000.00	\$ 18,000
SUBTOTAL						\$ 27,750
PARK						
28	2- Site Const.	Playground	1	Each	15,000.00	\$ 15,000
29	2- Site Const.	Picnic Tables	4	Each	500.00	\$ 2,000
30	2- Site Const.	Garbage System	2	Each	600.00	\$ 1,200
31	2- Site Const.	Benches	4	Each	400.00	\$ 1,600
32	2- Site Const.	Park Grill	2	Each	1,350.00	\$ 2,700
33	2- Site Const.	Gazebo	2	Each	10,000.00	\$ 20,000
34	2- Site Const.					\$ -
SUBTOTAL						\$ 42,500
SEWER						
35						\$ -
36						\$ -
SUBTOTAL						\$ -
PRIVATE UTILITIES						
37	2- Site Const.	Trenching for Fall River Electric	1,400	LF	5.58	\$ 7,810
38	2- Site Const.	Furnish and install 2-inch PVC Conduit - Fall River Electric	1,400	LF	6.00	\$ 8,400
39	2- Site Const.	Furnish and install conductor - Fall River Electric	1,400	LF	11.25	\$ 15,750
40	2- Site Const.	Furnish and install transformer, meter, and meter base	42	Each	1,250.00	\$ 52,500
41	2- Site Const.	Furnish and install internet service	2,513	LF	3.32	\$ 8,342
42	2- Site Const.	Furnish and install natural gas service lateral - Intermountain Gas	0	Each	3,000.00	\$ -
SUBTOTAL						\$ 84,460

MISCELLANEOUS						
43	2- Site Const.	Excavation of Fire Pond	30,000	CF	0.68	\$ 20,500
44	2- Site Const.	Geosynthetic Liner	6,000	SF	2.00	\$ 12,000
45	2- Site Const.	Appurtenances	1	LS	10,000.00	\$ 10,000
46	2- Site Const.	Furnish and install pressure fire system and hydrants	1	LS		\$ -
SUBTOTAL						\$ 42,500
SUBTOTAL CONSTRUCTION COST						\$ 384,459.58
Round to nearest \$10,000						\$ 390,000.00
Confidence Factor						90% \$ 39,000.00
TOTAL CONSTRUCTION COST						\$ 429,000.00

APPENDIX E

LETTER FROM EIPH

11/13/2023

Teton County Planning and Zoning
150 Courthouse drive Room 107
Driggs, ID 83422

RE: Teton County Trestles Subdivision Phase 1 and Phase 2, Wildflower Subdivision

To Whom It May Concern:

Application for the above listed subdivisions was received in May of 2022. Site evaluations along with test holes revealing soil horizon and possible groundwater presence were excavated and observed May 31, 2022, by myself as EHS representing EIPH. I have attached the findings and short reports of this work to this letter.

It has been brought to my attention that the number of lots has changed and may be changing again for the Trestles project. This is a very common aspect of working with land development. The parcels being developed do not change geologically or topographically if development configuration changes. Lot number and boundary line changes do not require further evaluation of the property by EIPH. The information in the reports provided covers the existing soils, surface water, groundwater and topographic features that define suitability and type of sub-surface wastewater disposal systems to server residences that may be built in the future on the proposed lots of the subdivisions.

The changes as have been described to me do not change the original conclusion that the parcels being developed. The Trestles Phases (both) and the Wildflower Subdivisions are suitable to be served by individual wells and septic systems. These 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 will be maintained. DEQ sent out a letter on October 30, 2023, stating that a revised NP evaluation with greater analysis beyond the normal conducted for a level 1 NP evaluation found there was no cause to suspect any significant degradation to groundwater or surface water from the indivial subsurface disposal system if constructed per the current rules concerning waste disposal governed by the State of Idaho.

Additional lots from the original application received by EIPH may result in additional fees. If there is a concern that buildable lots require more enhanced septic systems than the original evaluation individual lots can and will be reevaluated when a septic system permit application is submitted for the lot. According to the developer no buildable lot is with in 500 feet of any surface water or wetland area.

If the developer wishes to a statement may be placed on the plat that requires further evaluation on any lot that may be questionable. EIPH does not have concerns about contamination to any of the waters of the State of Idaho based on the above information and requirements.

Thank you,



Kathleen Price
REHS/MSG
Eastern Idaho Public Health

APPENDIX F

Correction to Traffic Tables

Table 1- Land Use and Trip Generation (Peak Hour) for Buildout (2032)

Development	Land Use Category	ITE Code	Size	Units	Trip Generation per unit	Total Trips	Internal Capture Trips	Pass-by Trips	Primary Trips Total
	Peak Hour								
Trestles Phase I	Single Family Detached Housing, AM Peak	210	24	Dwelling Units	0.76	18	0%	0	18
	ADUs, AM Peak	210	24	Dwelling Units	0.76	18	0%	0	18
	Single Family Detached Housing, PM Peak	210	24	Dwelling Units	1	24	0%	0	24
	ADUs, PM Peak	210	24	Dwelling Units	1	24	0%	0	24
Trestles Phase II	Single Family Detached Housing, AM Peak	210	42	Dwelling Units	0.76	32	0%	0	32
	ADUs, AM Peak	210	42	Dwelling Units	0.76	32	0%	0	32
	Single Family Detached Housing, PM Peak	210	42	Dwelling Units	1	42	0%	0	42
	ADUs, PM Peak	210	42	Dwelling Units	1	42	0%	0	42
Wildflower	Single Family Detached Housing, AM Peak	210	25	Dwelling Units	0.76	19	0%	0	19
	ADUs, AM Peak	210	25	Dwelling Units	0.76	19	0%	0	19
	Single Family Detached Housing, PM Peak	210	25	Dwelling Units	1	25	0%	0	25
	ADUs, PM Peak	210	25	Dwelling Units	1	25	0%	0	25

Table 2- Trip Distribution (Peak Hour) for Buildout (2032)

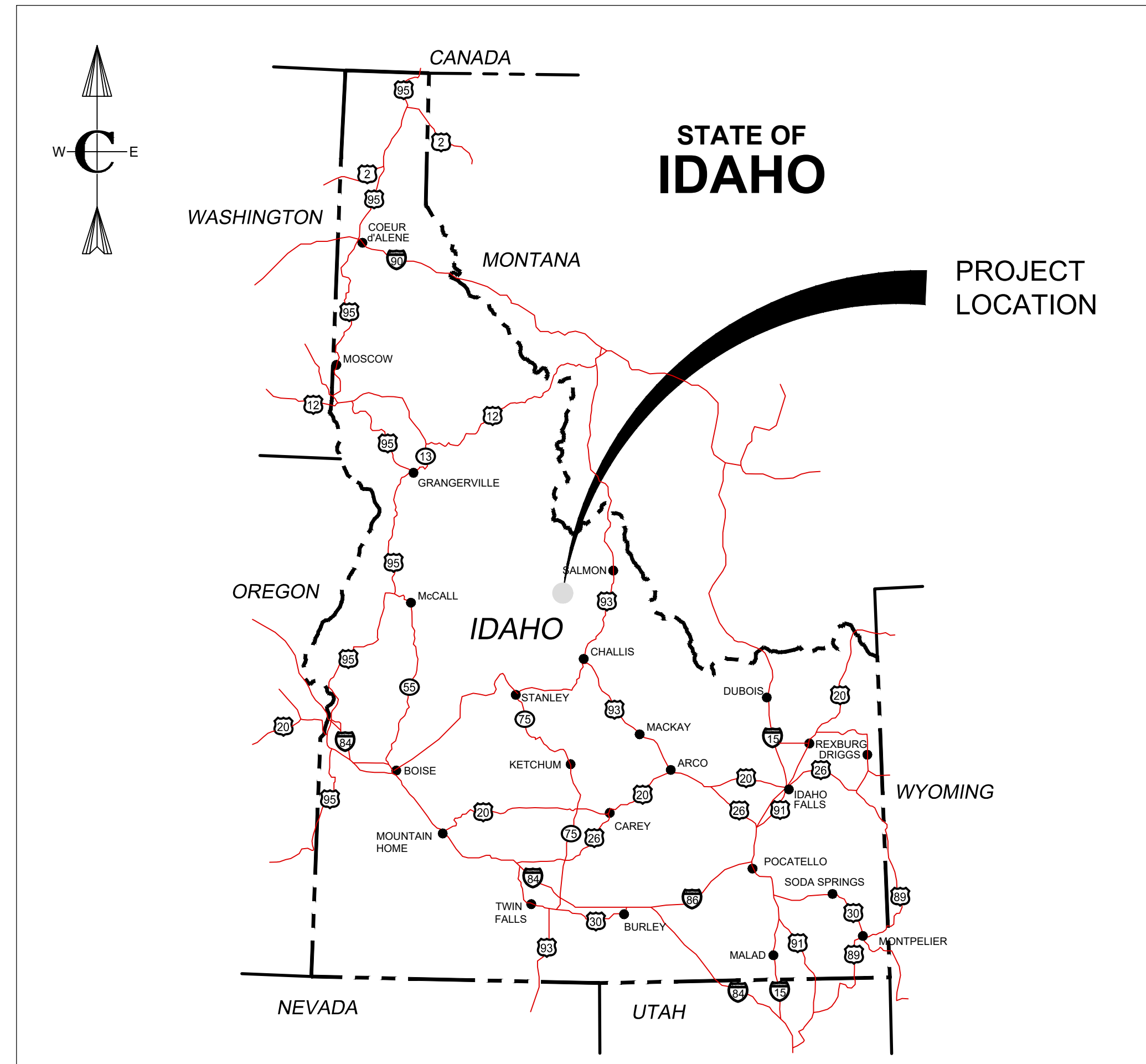
Development	Land Use Category	ITE Code	Size	Units	Trip Generation per unit	Total Trips	Internal Capture Trips	Pass-by Trips	Primary Trips Total	Primary Trips Entering	Primary Trips Exiting
	Peak Hour										
Trestles Phase I	Single Family Detached Housing, AM Peak	210	24	Dwelling Units	0.76	18	0%	0	18	26%	5
	ADUs, AM Peak	210	24	Dwelling Units	0.76	18	0%	0	18	26%	5
	Single Family Detached Housing, PM Peak	210	24	Dwelling Units	1	24	0%	0	24	64%	15
	ADUs, PM Peak	210	24	Dwelling Units	1	24	0%	0	24	64%	15
Trestles Phase II	Single Family Detached Housing, AM Peak	210	42	Dwelling Units	0.76	32	0%	0	32	26%	8
	ADUs, AM Peak	210	42	Dwelling Units	0.76	32	0%	0	32	26%	8
	Single Family Detached Housing, PM Peak	210	42	Dwelling Units	1	42	0%	0	42	64%	27
	ADUs, PM Peak	210	42	Dwelling Units	1	42	0%	0	42	64%	27
Wildflower	Single Family Detached Housing, AM Peak	210	25	Dwelling Units	0.76	19	0%	0	19	26%	5
	ADUs, AM Peak	210	25	Dwelling Units	0.76	19	0%	0	19	26%	5
	Single Family Detached Housing, PM Peak	210	25	Dwelling Units	1	25	0%	0	25	64%	16
	ADUs, PM Peak	210	25	Dwelling Units	1	25	0%	0	25	64%	16

APPENDIX G

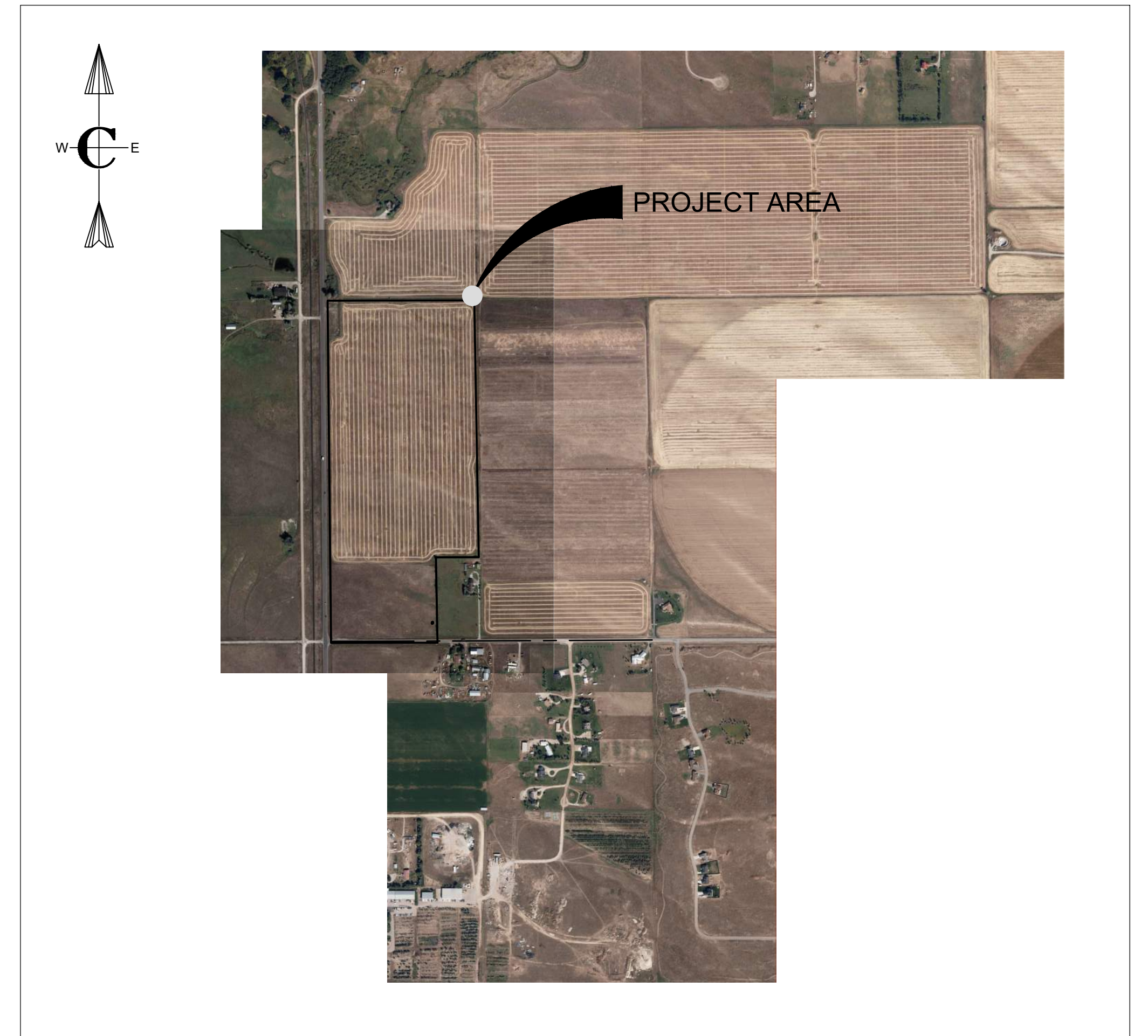
2000 S. IMPROVEMENT PLANS

LIBERTY LLC & CURT BEHLE

W 2000 S AND HIGHWAY 33 INTERSECTION IMPROVEMENTS TETON COUNTY, IDAHO



PROJECT LOCATION MAP
N.T.S.



VICINITY MAP
N.T.S.

PROJECT NO. 01-22-0045
DATE: JANUARY 2024

PRELIMINARY
DRAWING
NOT FOR
CONSTRUCTION

Civilize, PLLC
Management and Engineering



(OWNER)	
(OWNER'S REPRESENTATIVE)	DATE

DEQ STAMP

CIVIL GENERAL NOTES

1. CONTRACTOR SHALL OBTAIN AN NPDES PERMIT AND DEVELOP A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND FURNISH AND INSTALL ALL NECESSARY BEST MANAGEMENT PRACTICES (BMP) ALL BMPS SHALL BE IN ACCORDANCE WITH ISPWC AND DEQ STANDARDS.
2. CONTRACTOR SHALL PROTECT THE EXISTING BUILDINGS, ASPHALT, CURB AND GUTTER, FENCE AND OTHER HARDSCAPE ON ADJACENT PROPERTIES DURING ALL CONSTRUCTION ACTIVITIES. IN THE EVENT DAMAGED OR DISTURBANCE HAPPENS, THE CONTRACTOR SHALL REPAIR OR REPLACE THE DAMAGED OR DISTURBED STRUCTURES OR SURFACES AT NO ADDITIONAL COST TO THE PROJECT.
3. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE PLANS. BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT AND ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK AND AVOIDING DAMAGE TO SAME.
4. (**) INDICATES DIMENSIONS, LOCATIONS OR ELEVATIONS TO BE FIELD VERIFIED.
5. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE STARTING WORK AND SHALL IMMEDIATELY NOTIFY THE OWNER OF ANY DISCREPANCIES. ADDITIONALLY ALL OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH ANY WORK INVOLVED.
6. UNLESS DETAILED, SPECIFIED OR INDICATED OTHERWISE, CONSTRUCTION SHALL BE AS INDICATED IN THE APPLICABLE TYPICAL DETAILS AND GENERAL NOTES. TYPICAL DETAILS ARE MEANT TO APPLY EVEN THOUGH NOT REFERENCED AT SPECIFIC LOCATIONS OR ON SPECIFIC DRAWINGS.
7. SCREENING OR SHADING OF WORK IS USED TO INDICATE EXISTING COMPONENTS OR TO DE-EMPHASIZE PROPOSED IMPROVEMENTS TO HIGHLIGHT SELECTED TRADE WORK. REFER TO CONTEXT OF EACH DRAWING FOR USAGE.
8. CONTRACTOR SHALL KEEP ALL CONSTRUCTION EQUIPMENT AT LEAST 10' FROM EXISTING OVERHEAD POWER LINES. IF THIS IS NOT FEASIBLE, CONTACT THE UTILITY OWNER TO INSTALL A TEMPORARY PROTECTIVE COVERING ON THE POWER LINES.
9. DRAWINGS SHOWING GENERAL SYMBOLOGY ARE STANDARD DRAWINGS. ALL SYMBOLS ARE NOT NECESSARILY USED ON THIS PROJECT.
10. ALL DESIGN, CONSTRUCTION, AND INSPECTION SHALL BE IN CONFORMANCE WITH THE 2015 INTERNATIONAL BUILDING CODE.
11. CONSTRUCTION SHALL CONFORM WITH THE LATEST EDITION OF THE UNIFORM BUILDING CODE, EXCEPT WHERE OTHER APPLICABLE CODES OR THESE DRAWINGS AND/OR SPECIFICATIONS ARE MORE RESTRICTIVE.
12. DRAWINGS INDICATE THE FINISHED PRODUCT. THEY DO NOT INDICATE A METHOD OF CONSTRUCTION. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT NEW AND EXISTING STRUCTURES DURING CONSTRUCTION. SUCH PRECAUTIONS SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, SHORING FOR CONSTRUCTION EQUIPMENT, ETC.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPENSATING THE OWNER FOR ANY CHANGES MADE AS A RESULT OF A DEVIATION FROM THE CONTRACT DOCUMENTS SPECIFICATIONS, FAULTY MATERIALS, OR FAULTY WORKMANSHIP.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY AND PROTECTION WITHIN AND ADJACENT TO THE JOB SITE.
15. OBSERVATION VISITS TO THE JOB SITE BY FIELD REPRESENTATIVES OF THE ENGINEER SHALL NEITHER BE CONSTRUED AS INSPECTION NOR APPROVAL OF CONSTRUCTION.
16. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE APPROPRIATE UTILITY COMPANIES WHEN CONSTRUCTION MIGHT INTERFERE WITH NORMAL OPERATION OF ANY UTILITIES. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT DIGLINE OF IDAHO 1-800-342-1585 OR 811 TO HAVE THE APPROPRIATE UTILITY COMPANIES LOCATE ANY UTILITY LOCATIONS WHICH MIGHT INTERFERE WITH CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SERVICE OF EXISTING UTILITIES AND FOR RESTORING ANY UTILITIES DAMAGED DUE TO CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
17. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE ARRANGEMENTS FOR WATER REQUIRED FOR COMPACTION, ANY DUST PREVENTION MEASURES AND FOR TESTING OF LINES.
18. THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL SIGNING WHERE REQUIRED IN ACCORDANCE WITH THE FEDERAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING SOURCES FOR GRANULAR MATERIAL, WATER FOR CONSTRUCTION, PRE APPROVED WASTE SITES, AND ADDITION MATERIALS THAT MAY BE NECESSARY FOR PROPERLY CONSTRUCTION OF THE PROJECT.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFORMING WITH OSHA REQUIREMENTS DURING CONSTRUCTION FOR TRENCH EXCAVATION, CONFINED SPACE AND OTHER SAFETY STANDARDS REQUIRED DURING CONSTRUCTION.
21. SCALE IS FOR FULL SIZE DRAWINGS, TYPICAL ALL SHEETS.
22. ALL WORK IN RIGHT OF WAY, I.E. STREET, SIDEWALK, CURB & GUTTER, ETC. MUST BE CONSTRUCTED PER CITY OF SODA SPRINGS STANDARDS.

Sheet List Table

Page Number	Sheet Number	Sheet Title
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9	C-600	CIVIL DETAILS

Civilize, PLLC
Management and Engineering

PROJECT NO.	01-22-0045
DRAWN	J. TOONE
DESIGNED	B. CROWTHER
APPROVED	B. CROWTHER
QA/QC	B. CROWTHER

**LIBERTY LLC &
CURT BEHLE**

**W 2000 S AND HIGHWAY 33
INTERSECTION IMPROVEMENTS
SHEET INDEX AND
CIVIL GENERAL NOTES**

SHEET NO:	G-02
DATE:	JAN 2024
PAGE NO:	2

PRELIMINARY

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3			
2			
1	PRELIMINARY DESIGN		

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LEGEND

	EXISTING	PROPOSED
MATCH LINE		
CENTER LINE		
CONTROL LINE		
PROPERTY OR R/W LINE		
EASEMENT LINE		
STREET MONUMENT LINE		
WIRE FENCE		
CHAIN LINK FENCE		
BARBED WIRE FENCE		
CONTOUR LINE		
SPOT ELEVATION		
BANK SLOPES		
CANAL		
OPEN DITCH		
UNDERGROUND ELECTRIC		
OVERHEAD ELECTRIC		
ELECTRIC BOX		
ELECTRIC MANHOLE		
ELECTRIC METER		
GAS LINE		
GAS VALVE		
GAS METER		
IRRIGATION LINE		
SANITARY SEWER LINE		
SANITARY SEWER CLEANOUT		
SANITARY SEWER MANHOLE		
SECONDARY WATER LINE		
SECONDARY WATER VALVE		
SECONDARY WATER VAULT		
STORM DRAIN LINE		
STORM DRAIN CATCH BASIN		
STORM DRAIN INLET(S)		
STORM DRAIN COMBO BOX		
STORM DRAIN MANHOLE		
STORM DRAIN CLEANOUT BOX		
STORM DRAIN VAULT		
CULVERT		
TELEPHONE CABLE		
TELEPHONE BOX		
TELEPHONE MANHOLE		
TELEPHONE POST		
WATER LINE		
FIRE HYDRANT		
FIRE RISER		
WATER VALVE		
WATER AIR RELEASE VALVE		
WATER METER		
UTILITY POLE & ANCHOR		
POWER POLE		
STREET LIGHT		
LIGHT		
ASPHALT PAVING		
CURB & GUTTER		
SIDEWALK		
RAILROAD TRACKS		
GUARD RAIL		
SIGN		
STRUCTURE		
LANDSCAPING (TREES ETC.)		
SECTION CORNER		
MONUMENT		
BENCH MARK		
TESTING BOREHOLE		

ANNOTATION

REVISION TRIANGLE 	KEYNOTE CALLOUT
PIPE CALLOUT 	EQUIPMENT CALLOUT
DETAIL NAME 	DETAIL CALLOUT
SECTION NAME 	SECTION CALLOUT
VIEW NAME 	ISOMETRIC VIEW CALLOUT
GENERAL CALLOUT 	PROPOSED CALLOUT

HATCHING/PATTERNS

CONCRETE	
ASPHALT PAVEMENT	
SAND	
UNDISTURBED SOIL	
GROUTED RIP RAP	
LOOSE RIP RAP	
UNTREATED BASE COURSE	
STRUCTURAL FILL	
WETLANDS	
WATER	
DEMOLITION AREA	
BACKFILL	
STEEL	
CONCRETE MASONRY UNIT (CMU)	

CIVIL ABBREVIATIONS

ABUT	ABUTMENT	G	GAS	S	SOUTH
AC	ASPHALT CEMENT	GALV	GALVANIZED	SAN	SANITARY
ALT	ALTERNATE	GM	GAS METER	SCHED	SCHEDULE
APPROX	APPROXIMATELY	GRD	GROUND	SD	STORM DRAIN
ARV	AIR RELEASE VALVE	GV	GAS VALVE	SEC	SECTION
ASP	ASPHALT	HDWL	HEADWALL	SHT	SHEET
BCR	BEGIN CURB RETURN	H&T	HUB AND TACK	SLB&M	SALT LAKE BASE & MERIDIAN
BEG	BEGINNING/BEGIN	HORIZ	HORIZONTAL	SPECS	SPECIFICATIONS
BDRY	BOUNDARY	HWL	HIGH WATER LEVEL	SQ	SQUARE
BK	BACK	HWY	HIGHWAY	SS	SANITARY SEWER
BKFL	BACKFILL	HYD	HYDRANT	ST	STREET
BLDG	BUILDING	ID	INSIDE DIAMETER	STL	STEEL
BLM	BUREAU OF LAND MANAGEMENT	IE	INVERT ELEVATION	STA	STATION
BM	BENCH MARK	IRR	IRRIGATION	STD	STANDARD
BOT	BOTTOM	INV	INVERT	STRUCT	STRUCTURE
BRG	BEARING	JCT	JUNCTION	T	TOWNSHIP, TELEPHONE
BSMT	BASEMENT	JB	JUNCTION BOX	TAN	TANGENT
BTWN	BETWEEN	km	KILOMETER	TBC	TOP BACK CURB
BOF	BOTTOM OF FOOTING	L	LENGTH	TEMP	TEMPORARY
BW	BACK OF WALK	LB	POUND	TEL	TELEPHONE/TELEGRAM
CALC	CALCULATED	LF	LINEAR FEET	TH	TEST HOLE
CB	CATCH BASIN	LIN	LINEAR/LINEAL	TOC	TOP OF CONCRETE
CCW	COUNTERCLOCKWISE	LT	LEFT	TOF	TOP OF FOOTING
C-C	CENTER TO CENTER	LWL	LOW WATER LEVEL	TOS	TOP OF SLAB
C&G	CURB AND GUTTER	m	METER	TP	TELEPHONE POLE
CFS	CUBIC FEET PER SECOND	MATL	MATERIAL	TYP	TYPICAL
CLS	CLASS	MAX	MAXIMUM	UBC	UNIFORM BUILDING CODES
CL or CL	CENTERLINE/CONTROL LINE	MKR	MARKER	UG	UNDERGROUND
CIP	CAST IRON PIPE	MH	MANHOLE	UT	UNDERGROUND TELEPHONE
cm	CENTIMETER	MI	MILE	VB	VALVE BOX
CMP	CORRUGATED METAL PIPE	MISC	MISCELLANEOUS	VC	VERTICAL CURVE
CMPA	CORRUGATED METAL PIPE-ARCH	MON	MONUMENT	VERT	VERTICAL
COB	CLEAN OUT BOX	MPH	MILES PER HOUR	VOL	VOLUME
COL	COLUMN	N	NORTH	VPI	VERTICAL POINT OF INTERSECTION
CONC	CONCRETE	N/A	NO ACCESS or NOT APPLICABLE	VPC	VERTICAL POINT OF CURVE
CONST	CONSTRUCT	NIC	NOT IN CONTRACT	VPT	VERTICAL POINT OF TANGENCY
COR	CORNER	NRCP	NON-REINFORCED CONCRETE PIPE	W	WEST/WATER
CORR	CORRUGATED	NTS	NOT TO SCALE	WM	WATER METER
CEN	CENTER	No	NUMBER	WP	WORK POINT
CU	CUBIC	OBLIT	OBLITERATE	WW	WATER VALVE
CULV	CULVERT	OD	OUTSIDE DIAMETER	XING	CROSSING
CW	CLOCKWISE	O-O	OUTSIDE TO OUTSIDE	XSEC	CROSSING SECTION
°	DEGREE	OFF REV	OFFICE REVISION	Yd	YARD
DET	DETAIL	ORIG	ORIGINAL	@	AT
DIA	DIAMETER	PVMT	PAVEMENT	&	AND
DIP	DUCTILE IRON PIPE	PC	POINT OF CURVATURE	<	ANGLE
DIST	DISTANCE	PCC	POINT OF COMPOUND CURVATURE	∅	ROUND or DIAMETER
DN	DOWN	PE	POLYETHELENE	W/	WITH
DWG	DRAWING	PERF	PERFORATED	W/O	WITHOUT
DRWY	DRIVEWAY	PI	POINT OF INTERSECTION	Δ	DELTA
E	EAST	PL or P L	PROPERTY LINE	%	PERCENT
EA	EACH	POB	POINT OF BEGINNING		
ECR	END CURB RETURN	POC	POINT ON CURVE		
ELEV	ELEVATION	PP	POWER POLE		
ELEC	ELECTRIC/ELECTRICAL	PRC	POINT OF REVERSE CURVE		
EMB	EMBANKMENT	PROJ	PROJECT		
EO	EDGE OF OIL	PROP	PROPERTY		
EXC	EXCAVATION	PSC	POINT OF SPIRAL CURVE		
EQUIP	EQUIPMENT	PSI	POUNDS PER SQUARE INCH		
EST	ESTIMATE	PT	POINT OF TANGENCY		
EXIST	EXISTING	PVC	POLYVINYL CHLORIDE		
FEN	FENCE	QTY	QUANTITY		
FD	FOUND	R	RANGE/RADIUS		
FDN	FOUNDATION	RCP	REINFORCED CONCRETE PIPE		
FG	FINISH GRADE	RD	ROAD		
FIN	FINISH	REF	REFERENCE		
FL OR FL	FLOW LINE	REINF	REINFORCED		
FLR	FLOOR	REQD	REQUIRED		
FLG	FLANGE	REV	REVISION		
FPS	FEET PER SECOND	RP	REFERENCE POINT/RADIUS POINT		
FS	FINISH SURFACE	RR	RAILROAD		
FT	FEET	RT	RIGHT/ROUTE		
FTG	FOOTING	R/W	RIGHT OF WAY		

Liberty LLC & Curt Behle

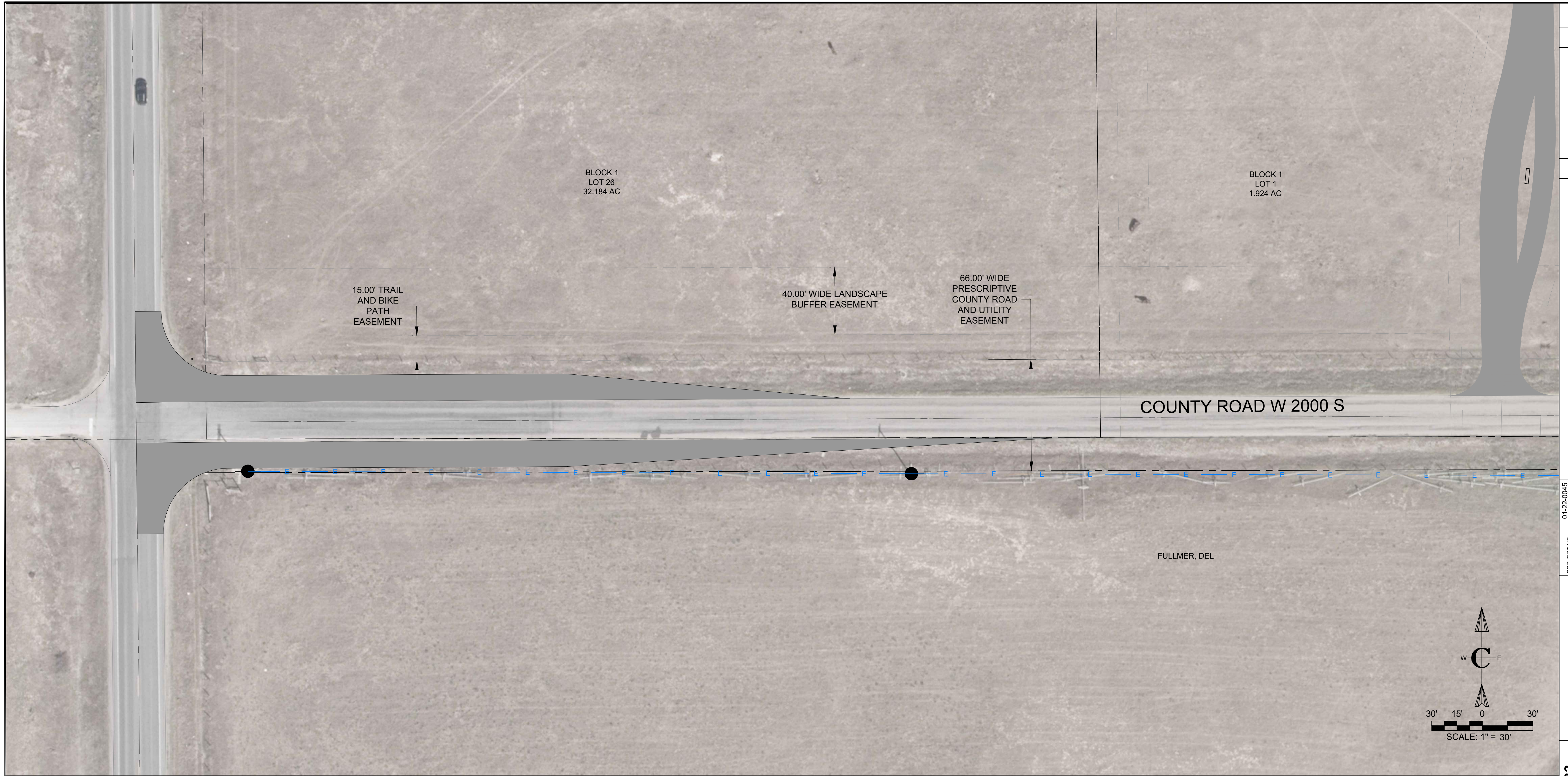
Management and Engineering

PROJECT NO.	01-22-0045	DESIGNED	B. CROWTHER	APPROVED	B. CROWTHER
DRAWN	J. TOONE	DESIGNED	B. CROWTHER	APPROVED	B. CROWTHER

W 2000 S AND HIGHWAY 33 INTERSECTION IMPROVEMENTS LEGEND AND CIVIL ABBREVIATIONS

SHEET NO:	G-03
DATE:	JAN 2024
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PRELIMINARY

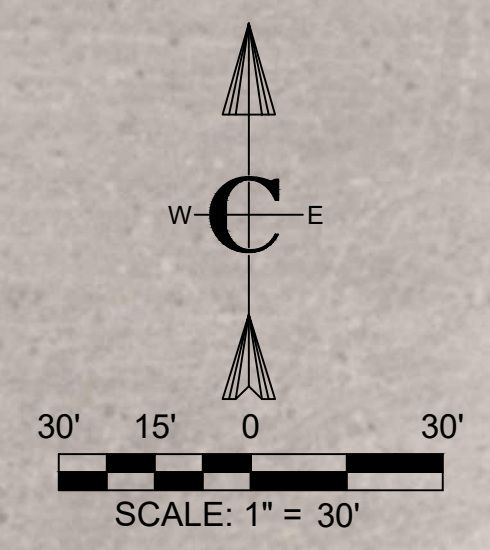


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DRAWN	J. TOONE
DESIGNED	B. CROWTHER
APPROVED	B. CROWTHER
DATE	B. CROWTHER

LIBERTY LLC & CURT BEHLE



GENERAL INFORMATION, JURISDICTION, ZONING

JURISDICTION TETON COUNTY, IDAHO
 GOVERNING CODE TETON COUNTY SUBDIVISION REGULATIONS
 IMPACT AREA NOT APPLICABLE
 EXISTING SUBDIVISION NONE
 PUBLIC LAND SURVEY SYSTEM SE ¼, SEC. 2, TWP 5N, RNG 45E, B.M.
 LATITUDE AND LONGITUDE 43°41'52" N, 111°06'14" W

DEVELOPMENT DESCRIPTION

NAME OF SUBDIVISION TRESTLES I
 AREA OF DEVELOPMENT 216.83 ACRES
 TOTAL NO. LOTS 68
 TOTAL NO. BUILDABLE LOTS 66 SINGLE FAMILY
 OPEN SPACE 12.66 ACRES (5.8%)
 AVERAGE DENSITY RESIDENTIAL LOTS 3.29 ACRES/LOT

TRESTLES I
 AREA TRESTLES I (PHASE I) 40.17 +40.30 = 80.47 ACRES
 PARCEL NO(S) RP04N45E029250 & RP04N45E027350
 NO. LOTS TRESTLES I 24
 NO. BUILDABLE LOTS 24
 AVERAGE DENSITY TRESTLES I 3.35
 OPEN SPACE 0.64 ACRES

APPLICABLE CODES

PLANNING AND ZONING/SUBDIVISION
 TETON COUNTY COMPREHENSIVE PLAN AUGUST 24, 2012
 TETON COUNTY SUBDIVISION REGULATIONS (TITLE 9, TETON COUNTY CODE) SEPT 15, 2011

TETON COUNTY TITLE 07, CHAPTER 2, TETONIA CITY

AREA OF IMPACT ORDINANCE AUGUST 14, 1995

a. APPLICABLE SUBDIVISION ORDINANCES TETON COUNTY
 b. REVIEW TETON COUNTY
 c. ENFORCEMENT TETON COUNTY

BUILDING CODES

a. INTERNATIONAL BUILDING CODE (IBC) 2018
 b. INTERNATIONAL MECHANICAL CODE (IMC) 2018
 c. INTERNATIONAL ENERGY CONSERVATION CODE (IECC) 2018
 d. INTERNATIONAL FIRE CODE (IFC) 2018

TETON COUNTY AGRICULTURAL/RURAL RESIDENTIAL 2.5 STANDARDS

PURPOSE: THE PURPOSE OF THIS DISTRICT IS TO DESIGNATE AND PROVIDE OPPORTUNITY FOR DEVELOPMENT OF RESIDENTIAL LAND USE ON MARGINAL AGRICULTURAL LAND.

TETON COUNTY ZONING AGRICULTURAL /RURAL RESIDENTIAL 2.5
 OVERLAY ZONES NONE

ALLOWED USES

SINGLE FAMILY RESIDENTIAL PERMITTED
 MOBILE HOME, MODULAR PERMITTED
 DWELLING ACCESSORY UNIT PERMITTED W/CONDITIONS

LOT SIZE REQUIREMENTS

MINIMUM LOT SIZE 2.5 ACRES
 MINIMUM LOT WIDTH NA

BUILDING SETBACKS

FRONT YARD 30' MIN
 REAR YARD 40' MIN
 SIDE YARD 30' MIN

TETON RIVER 100' MIN
 STREAM, CREEK 50' MIN
 IRRIGATION DITCH 15' MIN.

BUILDING HEIGHT
 BUILDINGS AND STRUCTURES 30' MAX

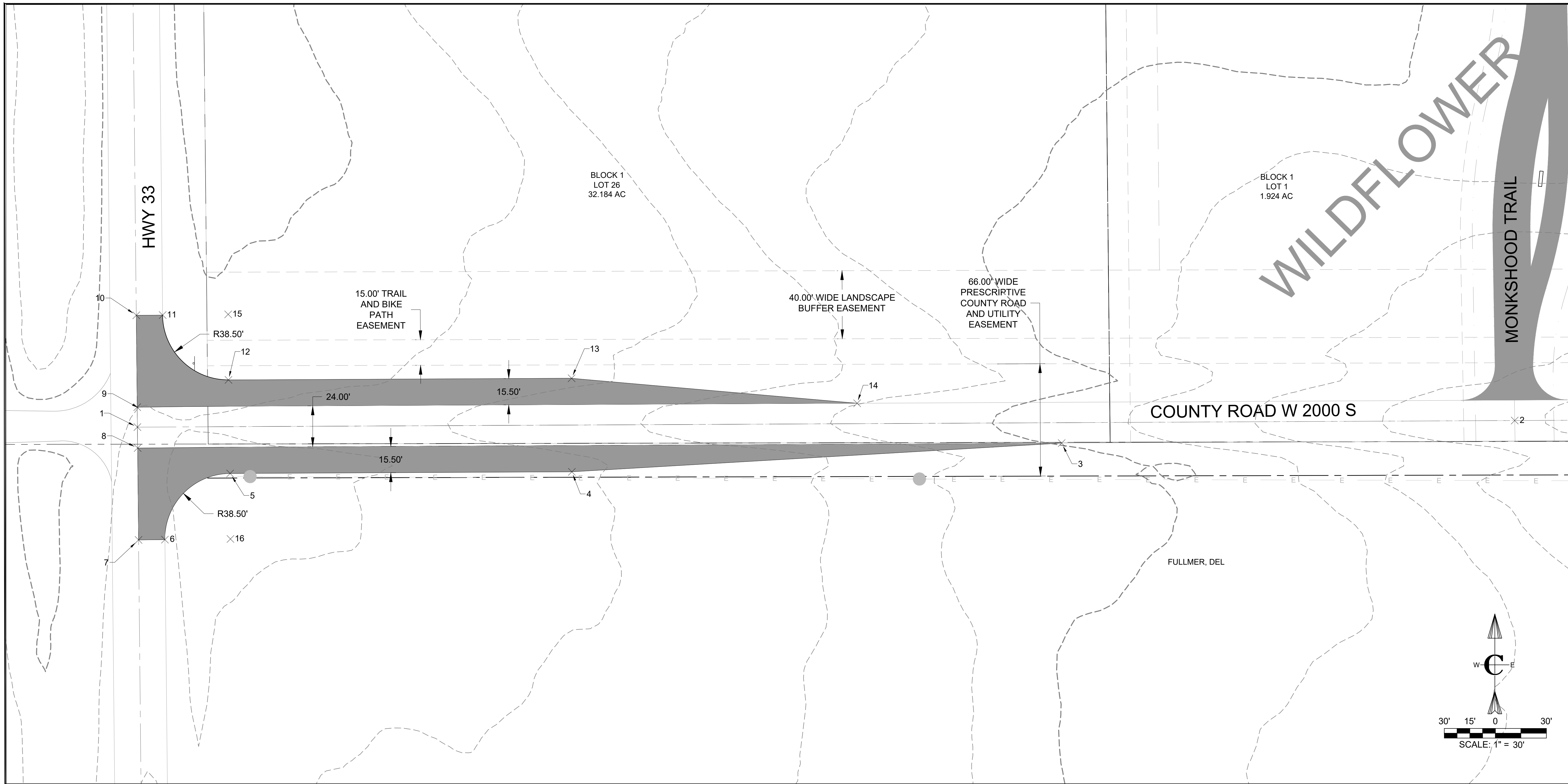
ACCESSORY BUILDINGS

LESS THAN 200 FT² 12' MINIMUM
 GREATER THAN 200 FT² MEET SETBACKS FOR A20 ZONE

W 2000 S AND HIGHWAY 33 INTERSECTION IMPROVEMENTS MASTER PLAN

SHEET NO: C-101
 DATE: JAN 2024
 PAGE NO: 4

PRELIMINARY



NO.	DESCRIPTION	BY	DATE
1	PRELIMINARY DESIGN	B. CROWTHER	
2			
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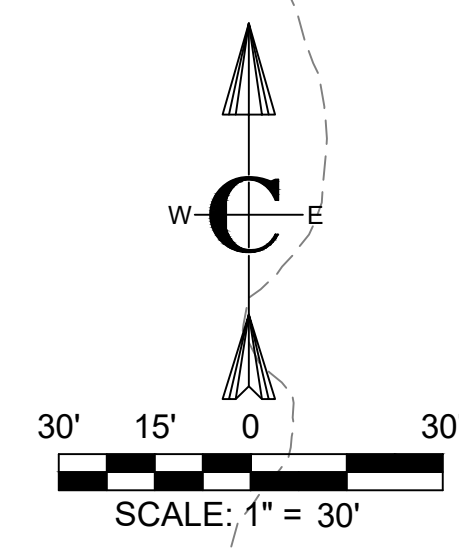
Civilize, PLLC
Management and Engineering

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APPROVED	B. CROWTHER
DATE	

LIBERTY LLC & CURT BEHLE

**W 2000 S AND HIGHWAY 33
INTERSECTION IMPROVEMENTS
HARDSCAPE PLAN**

SHEET NO: **C-200**
DATE: **JAN 2024**
PAGE NO: **5**



CONSTRUCTION NOTES

A. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE STARTING WORK AND SHALL IMMEDIATELY NOTIFY THE OWNER OF ANY DISCREPANCIES.

B. BENCHMARKS ARE PROVIDED FOR THE CONTRACTOR'S CONVENIENCE. IF NEW OR DIFFERENT BENCHMARKS ARE DESIRED, CONTACT THE ENGINEER OR THE SURVEYOR.

C. PROTECT EXISTING IMPROVEMENTS INCLUDING UTILITIES, STRUCTURES, AND PAVED SURFACES.

D. HARDSCAPE CONSTRUCTION SHALL CONFORM WITH THE TETON COUNTY HIGHWAY & STREET GUIDELINES FOR DESIGN AND CONSTRUCTION (H&SGDC) AS WELL AS THE IDAHO DIVISION OF PUBLIC WORKS STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPW) AS FOLLOWS. IN CASE OF CONFLICT, THE CONSTRUCTION DRAWINGS GOVERN FOLLOWED BY THE TETON COUNTY H&SGDC AND THEN THE ISPW.

a. EARTHWORK INCLUDING EROSION CONTROL DIVISION 200
b. TRENCHING DIVISION 300
c. CONCRETE DIVISION 700
d. AGGREGATES AND ASPHALT DIVISION 800
e. CONSTRUCTION STORMWATER BEST MANAGEMENT PRACTICES DIVISION 1000
f. TRAFFIC CONTROL DIVISION 1100
g. MISCELLANEOUS DIVISION 2000

ROADWAY GEOMETRICS

E. THE PROPOSED ROAD IS A PRIVATELY-OWNED LOCAL ROAD SERVING THE SUBDIVISION.

F. STREET AND ROAD RIGHT-OF-WAY AND PAVEMENT WIDTHS SHALL CONFORM TO ALL ADOPTED PLANS AND THE RULES OF THE APPROPRIATE DEPARTMENTS HAVING JURISDICTION. RIGHT-OF-WAY LINES OF INTERSECTING OR CONNECTING STREETS SHALL BE CONNECTED WITH CURVE HAVING A MINIMUM RADIUS OF 20 FEET.

G. INTERSECTIONS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

a. VERTICAL GRADES: MINIMUM 0.5%; MAXIMUM 10%.
b. ANGLE OF INTERSECTION. STREETS SHALL INTERSECT AT 90 DEGREES OR AS CLOSELY THERETO AS POSSIBLE, AND IN NO CASE SHALL STREETS INTERSECT AT LESS THAN 70 DEGREES.
c. SIGHT DISTANCE. MINIMUM CLEAR SIGHT DISTANCE AT ALL MINOR STREET INTERSECTIONS SHALL PERMIT VEHICLES TO BE VISIBLE TO THE DRIVER OF ANOTHER VEHICLE WHEN EACH IS 200 FEET FROM THE CENTER OF AN INTERSECTION.

MATERIALS

H. ROADWAY MATERIALS SHALL CONFORM WITH THE TETON COUNTY HIGHWAY AND STREET GUIDELINES FOR DESIGN AND CONSTRUCTION (H&SGDC).

a. SUB-BASE: THE MINIMUM SUB-BASE SHALL BE 12-INCHES OF PIT RUN AFTER COMPACTION WITH A SAND EQUIVALENT NOT LESS THAN 30, COMPACTED TO 95% OF MAXIMUM DRY DENSITY PER AASHTO T-99 PROCTOR AND PLACED IN LAYERS NOT MORE THAN 6-INCHES THICK. THE SUB-BASE SHALL MEET THE FOLLOWING GRADATION:

SEIVE SIZE	% PASSING
6-INCH	100
3-INCH	60-100
2-INCH	40-100
1-INCH	30-80
#4	10-40
#200	3-12

b. 2-INCH MINUS: THE MINIMUM SUB-BASE SHALL BE 4-INCHES AFTER COMPACTION, COMPACTED TO 95% OF MAXIMUM DRY DENSITY PER AASHTO T-99 PROCTOR AND PLACED IN LAYERS NOT MORE THAN 4-INCHES THICK. THE SUB-BASE SHALL MEET THE FOLLOWING GRADATION:

SEIVE SIZE	% PASSING
6-INCH	100
3-INCH	60-100
2-INCH	40-100
1-INCH	30-80
#4	10-40
#200	3-12

c. AGGREGATE BASE COURSE/GRAVEL SURFACE: THE MINIMUM DEPTH SHALL BE 4-INCHES OF CRUSHED AGGREGATE AFTER COMPACTION, COMPACTED TO 95% OF MAXIMUM DRY DENSITY PER AASHTO T-99 PROCTOR AND PLACED IN LAYERS NOT MORE THAN 4-INCHES THICK. THE BASE COURSE SHALL MEET THE FOLLOWING GRADATION:

SEIVE SIZE	% PASSING
3/8-INCH	95-100
3/8-INCH	67-83
#4	48-68
#16	30-45
#40	15-35
#200	10-18

APPROACH-ACCESS MANAGEMENT

I. APPROACHES ARE ONTO STATE HIGHWAYS, REQUIRE AN APPROVED ENCROACHMENT PERMIT, AND GOVERNED BY ITD STANDARDS

UTILITIES

J. ABOVE GROUND UTILITIES MUST BE CONSTRUCTED AT LEAST 15 FEET FROM THE SHOULDER OF THE ROAD OR 24 FEET FROM THE CENTERLINE, WHICHEVER IS GREATER AND STILL WITHIN THE ROW.

SIGNS

K. ALL TRAFFIC CONTROL DEVICES (SIGNING, PAVEMENT MARKINGS, ETC.) SHALL CONFORM TO THE UNIFORM MANUAL OF TRAFFIC CONTROL DEVICES (MUTCD) AS ADOPTED IN IDAHO.

QUALITY CONTROL

L. QUALITY CONTROL SHALL BE IN ACCORDANCE WITH DIVISION 2100 OF THE ISPW.

KEYED NOTES

ROADWAY AND PARKING

1. FURNISH AND CONSTRUCT ROADWAY PER TETON COUNTY H&SGDC STANDARD DETAIL (FIGURE 7) FOR LOCAL ROADS AS MODIFIED FOR THIS PROJECT. TRAVEL LANE SHALL BE 12 FEET WITH MATERIALS IN ACCORDANCE WITH THE CONSTRUCTION SPECIFICATIONS FOUND HEREIN AND IN THE TETON COUNTY H&SGDC.

2. CONSTRUCT ROUNDABOUT SIMILAR TO CUL-DE-SAC DEPICTED IN FIGURE 3 IN THE TETON COUNTY H&SGDC AS MODIFIED IN THESE DRAWINGS. SEE DETAIL X-C-DT-01

3. CONSTRUCT ROUNDABOUT SIMILAR TO CUL-DE-SAC DEPICTED IN FIGURE 3 IN THE TETON COUNTY H&SGDC AS MODIFIED IN THESE DRAWINGS. SEE DETAIL X-C-DT-02

4. FURNISH MATERIALS AND CONSTRUCT DRIVEWAY PULL-OUT IN ACCORDANCE WITH FIGURE 10 OF THE TETON COUNTY H&SGDC AS MODIFIED IN THESE DRAWINGS.

5. FURNISH AND CONSTRUCT 12" X 12" RIBBON CURB WITH TOP FLUSH WITH ROADWAY SURFACE.

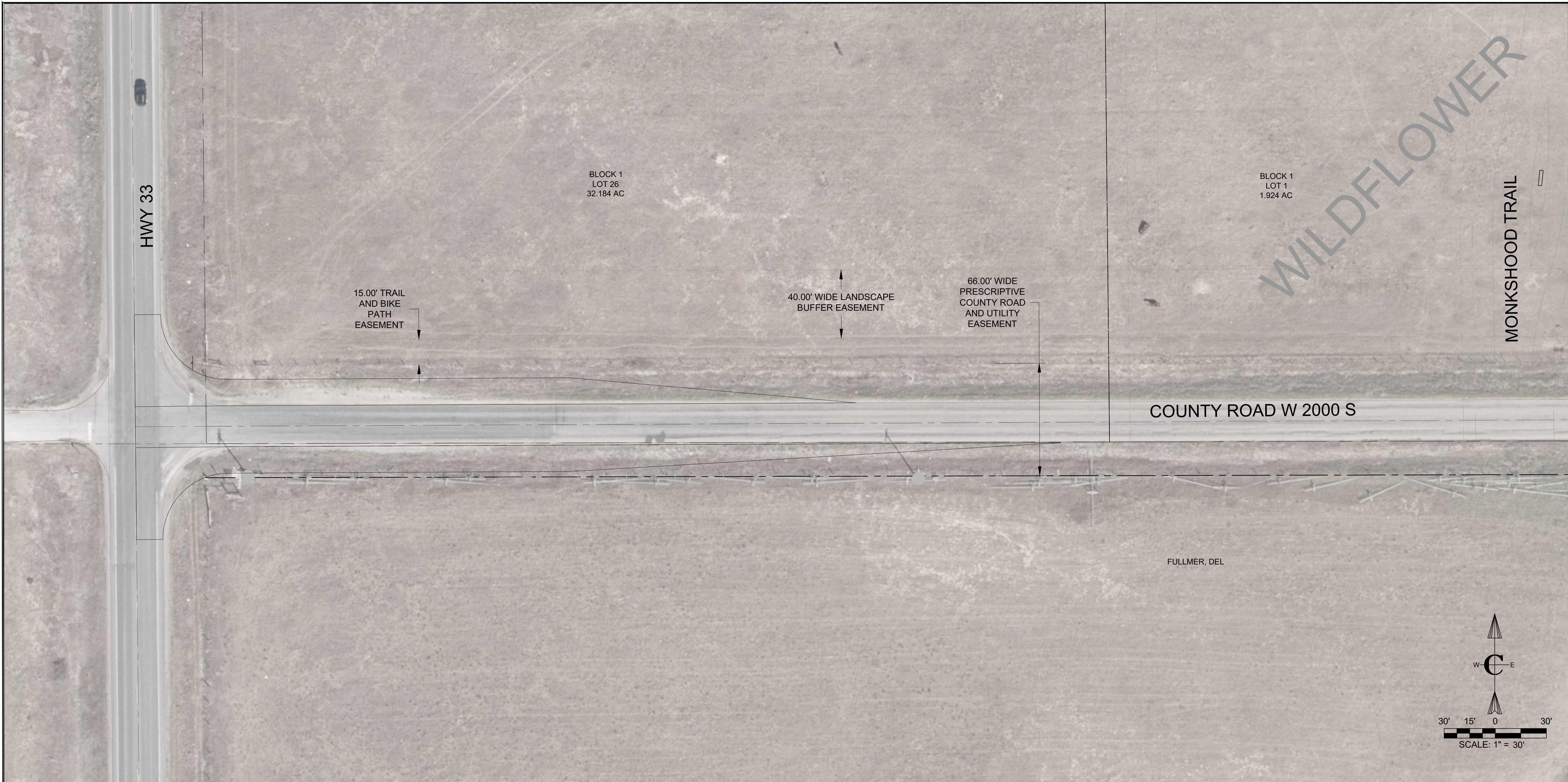
6. FURNISH AND INSTALL CULVERT PER FIGURE 14 IN THE TETON COUNTY H&SGDC AS MODIFIED IN THESE DRAWINGS

7. CONSTRUCT DRAINAGE SWALE AS SHOWN AND IN ACCORDANCE WITH THE GRADING AND DRAINAGE PLAN.

Point #	Northing	Easting
1	740634.313	935519.553
2	740638.195	936328.893
3	740624.918	936062.676
4	740608.037	935774.832
5	740607.074	935574.036
6	740568.185	935535.723
7	740568.028	935520.224
8	740622.025	935519.678
9	740646.026	935519.435
10	740700.023	935518.889

Point #	Northing	Easting
11	740700.180	935534.388
12	740662.070	935573.071
13	740663.027	935774.702
14	740648.342	935942.489
15	740700.570	935572.886
16	740568.574	935574.221

PRELIMINARY



WILDFLOWER

NO.	DESCRIPTION	BY	DATE
1	PRELIMINARY DESIGN	BEC	1/12/24
2			
3			

Civilize, PLLC
Management and Engineering

PROJECT NO.	01-22-0045
DRAWN	J. TOONE
DESIGNED	B. CROWTHER
APPROVED	B. CROWTHER
DATE	04/03

**LIBERTY LLC &
CURT BEHLE**

**W 2000 S AND HIGHWAY 33
INTERSECTION IMPROVEMENTS
UTILITY PLAN**

SHEET NO:
C-300

DATE:
JAN 2024

PAGE NO:
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CONSTRUCTION NOTES

A. GENERAL LOCATION OF UTILITIES IS SHOWN ON THE PLANS. THEY ARE SHOWN FOR GENERAL INFORMATION ONLY AND DO NOT DESIGNATE EXACT UTILITY LOCATION. UTILITIES SHOWN MAY NOT BE INCLUSIVE OF ALL UTILITIES THAT EXIST.

B. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY "DIG LINE" PRIOR TO EXCAVATING AND TO COMPLY WITH IDAHO CODE SECTION 55-2207 AND ALL OTHER APPLICABLE LAWS AND REGULATIONS REGARDING THE PROTECTION OF UNDERGROUND UTILITIES.

C. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND EXPOSE OR IDENTIFY ALL EXISTING UTILITIES, BOTH UNDERGROUND AND OVERHEAD, FOR THE PURPOSE OF PREVENTING DAMAGE TO THEM.

D. THE CONTRACTOR SHALL NOTIFY ALL CONCERNED UTILITY OFFICES AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS IN WHICH A UTILITY AGENCY'S FACILITIES MAY BE INVOLVED. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, IRRIGATION WATER, CULINARY WATER, SANITARY SEWER, TELEPHONE, GAS, AND ELECTRIC.

E. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CHANGES TO, OR RE-CONNECTIONS TO, PUBLIC UTILITY FACILITIES ENCOUNTERED OR INTERRUPTED DURING EXECUTION OF THE WORK, AND ALL COSTS RELATED THERETO SHALL BE BORNE BY THE CONTRACTOR.

F. CONTINUOUS SERVICE - UNLESS OTHERWISE REQUIRED IN THE CONTRACT DOCUMENTS, ALL UTILITIES, BOTH UNDERGROUND AND OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONTRACT PERIOD.

G. ACCIDENTAL INTERRUPTION OF SERVICE - IN THE EVENT OF INTERRUPTION OF OTHER UTILITY SERVICES AS A RESULT OF ACCIDENTAL BREAKAGE, THE CONTRACTOR SHALL PROMPTLY NOTIFY THE APPROPRIATE RESPONSIBLE AUTHORITY. THE CONTRACTOR SHALL THEN COOPERATE WITH THAT AUTHORITY TO RESTORE SERVICE AS SOON AS POSSIBLE.

H. TEMPORARY INTERRUPTION AND RELOCATION - IF THE CONTRACTOR DESIRES TO DISRUPT ANY UTILITY OR APPURTENANCE, THE CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS AND AGREEMENTS WITH THE OWNER OR OPERATOR OF THE RESPECTIVE UTILITY AND SHALL BE COMPLETELY RESPONSIBLE FOR ALL COSTS CONCERNED WITH THE DISRUPTION AND RECONSTRUCTION.

I. DIMENSIONS TO, OR COORDINATES FOR, MANHOLES, PIPELINES, ETC. ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

J. ELEVATIONS SHOWN ARE TO FINISHED SURFACE OR PIPE INVERT UNLESS OTHERWISE NOTED.

K. ALL NEW UTILITY LINES ARE TO BE LOCATED AS SHOWN ON THE PLANS UNLESS RELOCATED IN THE FIELD BY THE ENGINEER TO AVOID INTERFERENCE WITH OTHER ASPECTS OF THE PROJECT.

L. WHILE GROUNDWATER IS NOT EXPECTED, THE CONTRACTOR SHALL INVESTIGATE GROUNDWATER CONDITIONS PRIOR TO CONSTRUCTION AND SHALL BE RESPONSIBLE FOR ANY DEWATERING NECESSARY TO CONSTRUCT THE PROJECT.

M. UTILITY INSTALLATION SHALL CONFORM WITH TETON COUNTY H&SGDC AND WITH THE ISPWG.

SANITARY SEWER

N. EACH LOT WILL HAVE AN INDIVIDUAL SUBSURFACE WASTEWATER DISPOSAL SYSTEM PER DISTRICT 7 HEALTH DEPARTMENT

BUILDING SEWER

MATERIAL: PVC SDR 35 OR ABS SCHEDULE 40.

SIZE (MINIMUM): 4 IN

MINIMUM SLOPE: 1/4 INCH PER FOOT, 2%

MAXIMUM SLOPE: 1 INCH PER FOOT, 8%

O. ALIGNMENT: BUILDING SEWER PIPE SHALL BE LAID IN A STRAIGHT LINE.

P. CLEANOUTS: CLEAN OUTS SHALL BE PLACED AT EVERY CHANGE IN HORIZONTAL ALIGNMENT GREATER OR EQUAL TO 22.5 DEGREES AND AT INTERVALS OF UP TO 100 FT IN STRAIGHT RUNS. A 4-INCH CAPPED CLEANOUT SHALL BE PLACED WITHIN FIVE FEET OF THE BUILDING.

Q. BACKFILL: ALL SEWER PIPE SHALL BE INSTALLED ON A FIRM BED, PROTECTED FROM DAMAGE DUE TO ROCKS, CLOUDS, AND DEBRIS THAT MIGHT DAMAGE THE PIPE. THE BACKFILL SHALL BE COMPACTED TO A DENSITY AT LEAST EQUIVALENT TO THE TRENCH WALLS. BACKFILL OR INSULATING MATERIAL OVER THE PIPE SHALL BE OF A SUFFICIENT DEPTH TO PROTECT THE WASTEWATER FROM FREEZING AND FROM EXPECTED TRAFFIC LOADS.

SETBACKS FOR SEPTIC TANK

WELLS: 50 FT.

PROPERTY LINES: 5 FT.

BUILDING FOUNDATIONS: 5 FT.

POTABLE WATER PIPES: 25 FT.

SURFACE WATER: 50 FT.

SETBACKS FOR ABSORPTION SYSTEM

WELLS: 100 FT.

PROPERTY LINES: 5 FT.

BUILDING FOUNDATIONS: 20 FT.

POTABLE WATER PIPES: 25 FT.

SEPTIC TANKS: 6 FT.

SURFACE WATER: 50 FT.

GROUNDWATER AND SOILS

GROUND WATER DEPTH (BY EXPLORATION PIT OBSERVED BY HEALTH DEPT.): > 8 FT. BGS

SOIL TEXTURAL CLASSIFICATION 0-4' BGS (PER DISTRICT 7 HEALTH DEPT.): B-1

SUBGROUP CORRECTION (ONE SUBGROUP): B-2

MINIMUM EFFECTIVE SOIL DEPTH BY SOIL DESIGN SUBGROUP TO LIMITING LAYER (TGM TABLE 2-5)

LIMITING LAYER	SOIL DESIGN SUBGROUP					
	A-1	A-2	B-1	B-2	C-1	C-2
FRACTURED BEDROCK	8	3	4	3	3	2.5
SEASONAL HIGH GROUNDWATER	8	3	4	3	3	2.5
PERMANENT HIGH GROUNDWATER	1	1	1	1	1	1

MODIFIED EFFECTIVE SOIL DEPTH TO IMPERMEABLE LAYER ALLOWED (TGM TABLE 2-6)

a. SITE SLOPE SEPTIC SYSTEM, E TO W: 10% +/-

b. SITE SLOPE DRAIN FIELD, E TO W: 0-1%

c. LOT SIZE AREA: <= 1 ACRE

d. POTENTIAL MODIFIED EFFECTIVE DEPTH 4.0 FEET - NO MODIFICATION

EFFECTIVE SEPARATION DISTANCE TO PERMANENT WATER ALLOWED 200 FEET

a. REDUCTION (VERTICAL DISTANCE TO WATER > 25 FEET - NO) 0 FEET

i. RESULTING SEPARATION TO PERMANENT WATER: 200 FEET

ii. SEPARATION FOR LINED POND: 100 FEET

CULINARY WATER

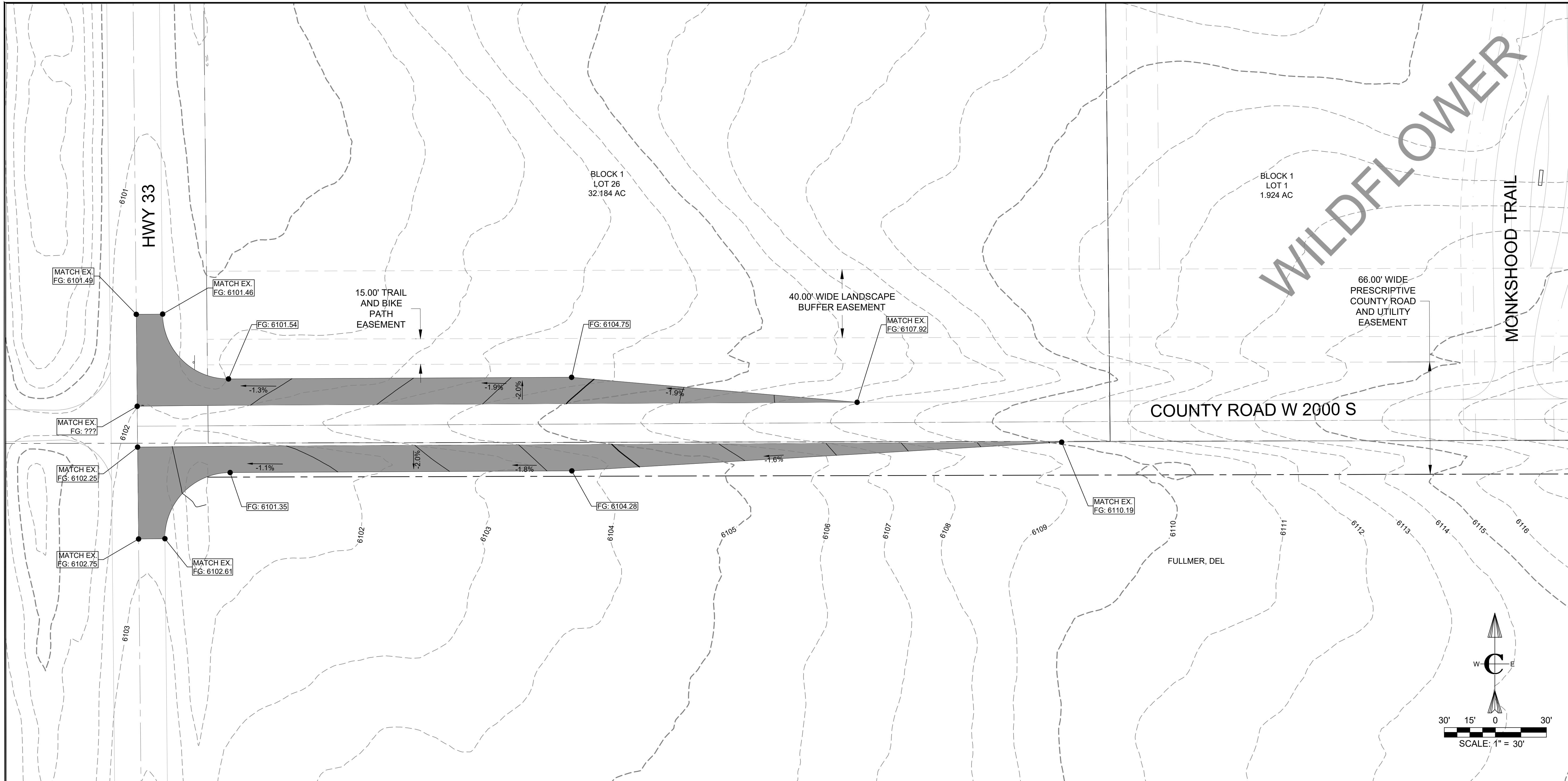
R. EACH STRUCTURE WILL HAVE AN INDIVIDUAL WELL UNDER THE DOMESTIC EXEMPTION ALLOWED BY THE STATE OF IDAHO.

PRIVATE UTILITIES

S. FALL RIVER ELECTRIC IS THE POWER PROVIDER FOR ELECTRICITY AND WILL DESIGN THE POWER DISTRIBUTION SYSTEM

T. GAS WILL BE PROVIDED BY THE INDIVIDUAL HOMEOWNER THROUGH INSTALLATION OF A PROPANE TANK.

PRELIMINARY



WILDFLOWER

NO.	DESCRIPTION	BY	DATE
1	PRELIMINARY DESIGN	BEC	1/12/24
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3			

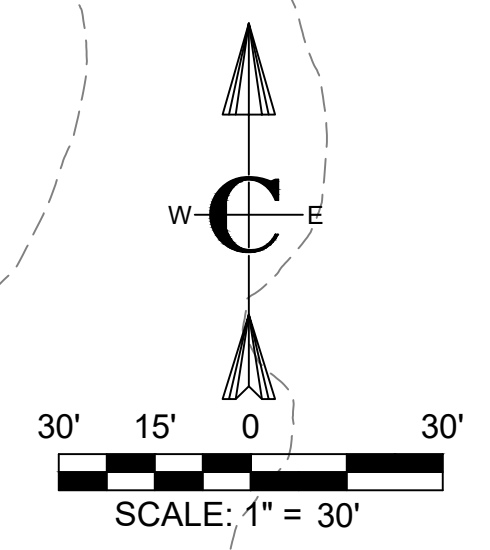
Civilize, PLLC
Management and Engineering

PROJECT NO.	01-22-0045
DRAWN	J. TOONE
DESIGNED	B. CROWTHER
APPROVED	B. CROWTHER
DATE	04/03

**LIBERTY LLC &
CURT BEHLE**

**W 2000 S AND HIGHWAY 33
INTERSECTION IMPROVEMENTS
GRADING AND
DRAINAGE PLAN**

SHEET NO:
C-400
DATE:
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CONSTRUCTION NOTES

CLEARING AND GRUBBING SHALL BE PERFORMED PER TETON COUNTY HIGHWAY AND STREET GUIDELINES FOR DESIGN AND CONSTRUCTION (H&SGDC).

EXCAVATION AND EMBANKMENT SHALL BE PERFORMED PER TETON COUNTY H&SGDC AND ISPW SECTION 202 - EXCAVATION AND EMBANKMENT

EMBANKMENT CONSTRUCTION CONSISTS OF THE CONSTRUCTION OF FILLS AND PLACEMENT OF BACKFILLS WITHIN THE PROJECT LIMITS TO THE LINES, GRADES, DIMENSIONS AND THE TYPICAL SECTIONS SHOWN ON THE CONTRACT DOCUMENTS OR AS DESIGNATED.

EMBANKMENT AND STRUCTURAL FILL MATERIALS SHALL BE PROVIDED PER TETON COUNTY H&SGDC AND ISPW SECTION 203 - SOIL MATERIALS

STRUCTURAL EXCAVATION, BACKFILL AND COMPACTION SHALL BE PERFORMED PER TETON COUNTY H&SGDC AND ISPW SECTION 204 - STRUCTURAL EXCAVATION AND COMPACTING BACKFILL.

DEWATERING, IF NECESSARY, SHALL BE PERFORMED PER ISPW SECTION 205 - DEWATERING.

EROSION CONTROL SHALL BE PERFORMED PER ISPW SECTION 206 - PERMANENT EROSION CONTROL.

STORMWATER MANAGEMENT SHALL BE PROVIDED AND PERFORMED PER SECTION 207 - PERMANENT STORMWATER BEST MANAGEMENT PRACTICES.

TRENCH EXCAVATION SHOULD BE PERFORMED PER ISPW SECTION 301 - TRENCH EXCAVATION.

ROCK EXCAVATION, IF NECESSARY, SHALL BE PERFORMED PER SECTION 302 - ROCK EXCAVATION.

OVEREXCAVATION FOR UNSUITABLE MATERIALS SHALL BE PERFORMED PER SECTION 304 - TRENCH FOUNDATION STABILIZATION.

BACKFILLING OF TRENCHES SHALL BE PERFORMED PER SECTION 306 - TRENCH BACKFILL.

PROVIDE AND INSTALL STORM DRAIN INLETS, CATCH BASINS, MANHOLES, AND OTHER STORM DRAIN COMPONENTS PER ISPW DIVISION 600 CULVERTS, STORM DRAIN, AND GRAVITY IRRIGATION.

KEYED NOTES:

DESIGN CRITERIA

STORM DRAIN DESIGN CRITERIA ARE EXTRACTED FROM THE TETON COUNTY DEVELOPMENT CODE. DESIGN CRITERIA IS BASED ON THE IDAHO TRANSPORTATION DEPARTMENT'S PUBLICATION, URBAN STORM SEWER DESIGN FOR IDAHO HIGHWAYS, LATEST EDITION, OR PROCEDURES AS SET FORTH BY TETON COUNTY, IDAHO. THE DESIGN STORM

RETURN PERIOD FOR DRAINAGE SYSTEMS SHALL BE AT LEAST TEN (10) YEARS.

STORM DRAINAGE RAINFALL VALUES AND RUN-OFF COEFFICIENTS SHALL BE ESTABLISHED IN ACCORDANCE WITH STATE OF IDAHO CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES

FOR THIS PROJECT, THE PEAK FLOW RATE AND MAXIMUM WATER SURFACE ELEVATIONS ARE CALCULATED FOR THE 25-YEAR, 1-HOUR STORM EVENT.

THE OVERFLOW ROUTE SHALL DIRECT THE 25-YEAR, 24-HOUR POST-DEVELOPMENT FLOW SAFELY TOWARDS THE DOWNSTREAM CONVEYANCE SYSTEM.

TETON COUNTY USES THE 10-YEAR, 24-HOUR EVENT FOR SIZING OF ON-SITE RUNOFF STORAGE FACILITIES. HOWEVER, THIS PROJECT WILL USE THE 100-YEAR, 2-HOUR STORM TO SIZE THE RETENTION FACILITIES FOR THE ROAD ROW.

STORMWATER QUANTITY (DRAINAGE CONVEYANCES)

DESIGN STORM 10-YEAR, 24-HOUR.

TOTAL PRECIPITATION DEPTH 1.70"

STORMWATER QUANTITY (RETENTION)

DESIGN STORM 100-YEAR, 24-HOUR.

TOTAL PRECIPITATION DEPTH 2.60"

RETENTION

RETENTION IS PROVIDED FOR THE ROAD ROW IN SWALES ADJACENT TO THE ROAD. EACH LOT IS RESPONSIBLE FOR RETENTION OF STORMWATER GENERATED ON THAT LOT.

TOTAL STORM VOLUME, 100-YEAR, 24-HOUR 23,722 CF

PREDEVELOPMENT RUNOFF COEFFICIENT (VEGETATION, AVERAGE 1% - 3% SLOPE) 0.25 IN

TOTAL STORMWATER RUNOFF, PREDEVELOPMENT 13,179 CF

POSTDEVELOPMENT RUNOFF COEFFICIENT (COMPOSITE) 0.45 IN

TOTAL STORMWATER RUNOFF, POSTDEVELOPMENT 23,722 CF

REQUIRED RETENTION VOLUME 10,543 CF

RETENTION METHOD SWALES

RETENTION VOLUME PROVIDED 97,320 CF

Surface Type	LAND USE DATA			DRAINAGE DATA		
	AREA (SQUARE FEET)	AREA (ACRES)	PERCENTAGE OF TOTAL	RUNOFF COEFFICIENT	RAINFALL (INCHES)	VOLUME (CUBIC FEET)
Pavement, Asphalt	0	0.00	0.0%	0.95	2.6	0
Pavement, Concrete	0	0.00	0.0%	0.95	2.6	0
Pavement, Gravel	0	0.00	0.0%	0.75	2.6	0
Roofs, Conventional	0	0.00	0.0%	0.95	2.6	0
Vegetation, Average (1 - 3% slope)	0	0.00	0.0%	0.20	2.6	0
Vegetation, Hilly (3 - 10% slope)	243,300	5.59	100.0%	0.25	2.6	13,179
TOTAL	243,300	5.59	100.00%	0.25	2.6	13,179

Surface Type	LAND USE DATA			DRAINAGE DATA		
	AREA (SQUARE FEET)	AREA (ACRES)	PERCENTAGE OF TOTAL	RUNOFF COEFFICIENT	RAINFALL (INCHES)	VOLUME (CUBIC FEET)
Pavement, Asphalt	0	0.00	0.0%	0.95	2.6	0
Pavement, Concrete	0	0.00	0.0%	0.95	2.6	0
Pavement, Gravel	97,320	2.23	40.0%	0.75	2.6	15,815
Roofs, Conventional	0	0.00	0.0%	0.95	2.6	0
Vegetation, Average (1 - 3% slope)	0	0.00	0.0%	0.20	2.6	0
Vegetation, Hilly (3 - 10% slope)	145,980	3.35	60.0%	0.25	2.6	7,907
TOTAL	243,300	5.59	100.00%	0.45	2.6	23,722

PRELIMINARY

WILDFLOWER

MONKSHOOD TRAIL

HWY 33

BLOCK 1
LOT 26
32.184 AC

BLOCK 1
LOT 1
1.924 AC

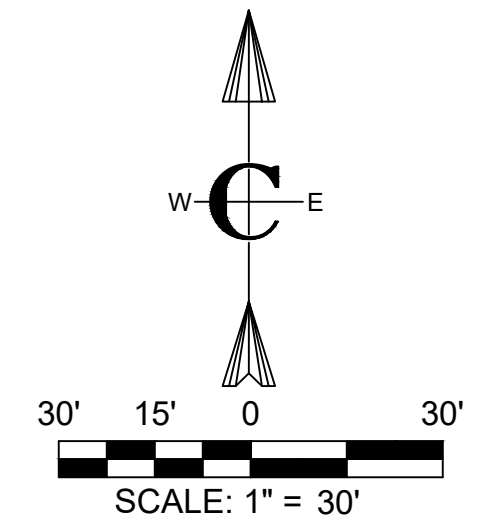
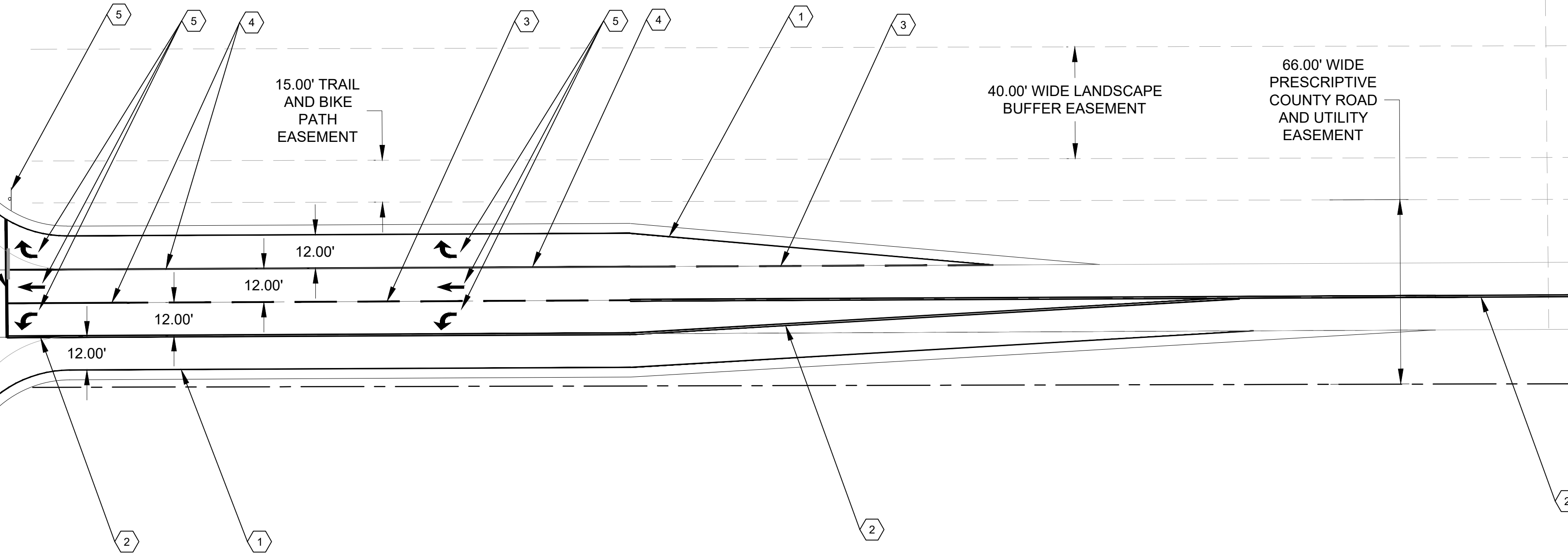
COUNTY ROAD W 2000 S

FULLMER, DEL

15.00' TRAIL
AND BIKE
PATH
EASEMENT

40.00' WIDE LANDSCAPE
BUFFER EASEMENT

66.00' WIDE
PRESCRIPTIVE
COUNTY ROAD
AND UTILITY
EASEMENT



CONSTRUCTION NOTES

A. ALL ROADWAY STRIPING AND ALL SIGNAGE TO MEET IDAHO D.O.T. AND M.U.T.C.D. STANDARDS AND SPECIFICATIONS.

- 1 4" WIDE WHITE PAINT STRIPE
- 2 4" WIDE DOUBLE YELLOW PAINT STRIPE
- 3 6" WIDE WHITE SKIP LINE
- 4 6" WIDE SOLID WHITE LINE
- 5 INSTALL RELOCATED STOP SIGN PER TETON COUNTY STANDARDS
- 6 PAINTED DIRECTIONAL TURN ARROWS AS SHOWN ON PLAN PER TETON COUNTY STANDARDS
- 7 INSTALL 12" WIDE STOP BAR PER TETON COUNTY STANDARDS

NO.	DESCRIPTION	BY	DATE
1	PRELIMINARY DESIGN	BEC	1/12/24
2			
3			

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Management and Engineering

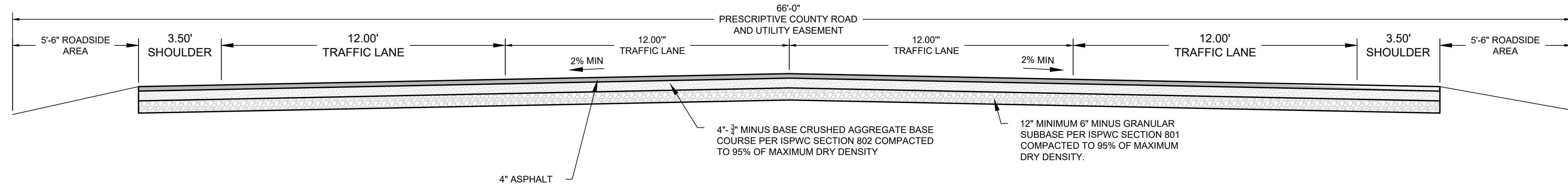
PROJECT NO.	01-22-0045
DRAWN	J. TOONE
DESIGNED	B. CROWTHER
APPROVED	B. CROWTHER
QA/QC	B. CROWTHER

**LIBERTY LLC &
CURT BEHLE**

**W 2000 S AND HIGHWAY 33
INTERSECTION IMPROVEMENTS
SIGNAGE AND
STRIPING PLAN**

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PRELIMINARY



TYPICAL CROSS SECTION
SCALE: NTS

PRELIMINARY

LIBERTY LLC & CURT BEHLE	CIVIL DETAILS	W 2000 S AND HIGHWAY 33 INTERSECTION IMPROVEMENTS	Civilize, PLLC Management and Engineering
PROJECT NO. 01-22-0045	DRAWN J. TOONE	DESIGNED B. CROWTHER	NO. DESCRIPTION BEC 1/12/24
APPROVED B. CROWTHER	CHECKED B. CROWTHER	DATE	BY
This document or any part thereof in detail shall not be copied without the written authorization of Civilize, PLLC.			
SHEET NO. C-DT-01	DATE: JAN 2024	PAGE NO. 9	

APPENDIX H
NEW NRA STUDY



Booker Grey
Environmental, LLC

Consulting Biologist

Ms. Jade Krueger
Planning Administrator
Teton County Planning Department
150 Courthouse Drive
Driggs, Idaho 83452

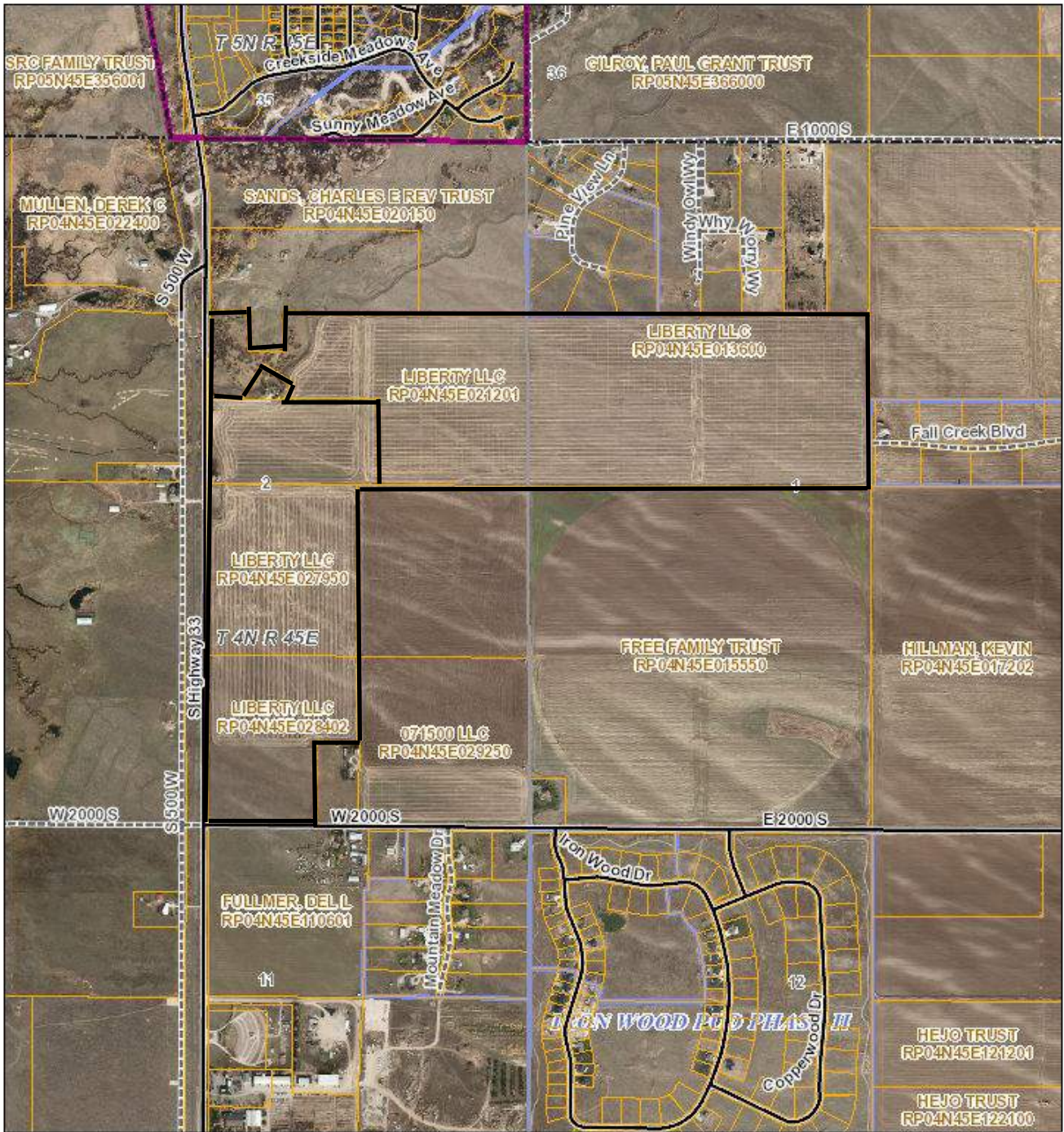
Re: Trestles I & II Natural Resource Analysis/Aquatic Resource Inventory - October 7, 2023

Jade,

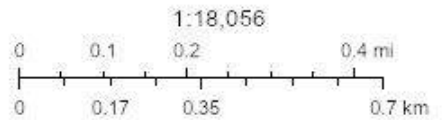
The attached Site Location Map exhibit from the report depicts the physical boundaries of the parcels that are included in the Natural Resource Analysis and Aquatic Resource Inventory report submitted as Trestles I & II. Although the "name" Wildflower PUD was not added to the title page of the report, the boundaries of the Wildflower PUD were included as part of the studies discussed in the Trestles I & II report.

Sincerely,

Trestles Phase I & II - Site Location Map



10/8/2022, 1:43:21 PM



Teton County Idaho GIS, Teton County, ID GIS, GIS, Aero-graphics Geospatial Services., Teton County GIS Dept, Teton County GIS

APPENDIX I

CC&Rs

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WILDFLOWER RURAL
RESERVE PUD AND TRESTLES II
SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions (“Declaration”) is made to be effective the ___ day of _____ 2024, by Trestles, LLC, an Idaho limited liability company (“Declarant”).

WHEREAS, Declarant is the owner of certain real properties in Teton County, Idaho, known as Wildflower Rural Reserve PUD and the Trestles II 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 Wildflower 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.

(p) Outdoor Lighting. All outdoor lighting shall conform to the Outdoor Lighting (Dark Sky) requirements of Title 8-4-6 per Title 8, Rev. 09/09/2013

(q) Open Space Management Plan

The Wildflower PUD is a 64.36-acre property located at Hwy 33 & S. 2000 E. The community will consist of 26 residential lots. There are 32.18 acres designated as Farm Easement. The land within Farm easements will be owned and managed collectively by the Wildflower PUD Home Owners Association (HOA). This plan identifies specifically how these lands will be managed.

Farm Easement Use

The purpose of the Farm Easements is to provide for the continuation of the historical agricultural use of the land and preserve the agricultural heritage of the region. These areas will also serve as an aesthetic amenity, buffer for the residential lots, and protection of the viewshed from Hwy 33. Farm Easements as shown on the Plat are dedicated to the HOA. These areas will remain in agricultural

production.

Farm Easement Access

Farm easements allow access for the HOA and any contract farmer hired by the HOA for the purpose of growing agricultural crops and associated agricultural operations. Access for ditch companies for periodic maintenance of ditches, head gates, diversion structures, and other irrigation structures is also permitted.

Farm Easement Management

Operations and maintenance of Farm Easement areas will be financed and managed by the HOA. The HOA will contract with an independent operator (farmer) to continue agricultural operations on the property. The farm operator will determine the appropriate crops and processes for the property annually based on commodity demand and best agricultural management practice.

Section 2. Roads. Roads shall be used for roadway and street purposes subject to the rules and regulations of the Association and the Association 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) 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.

(k) 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.

(l) 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.

(m) 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.

(n) 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.

(o) 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, LLC

By _____

Name: Randy Larsen

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.

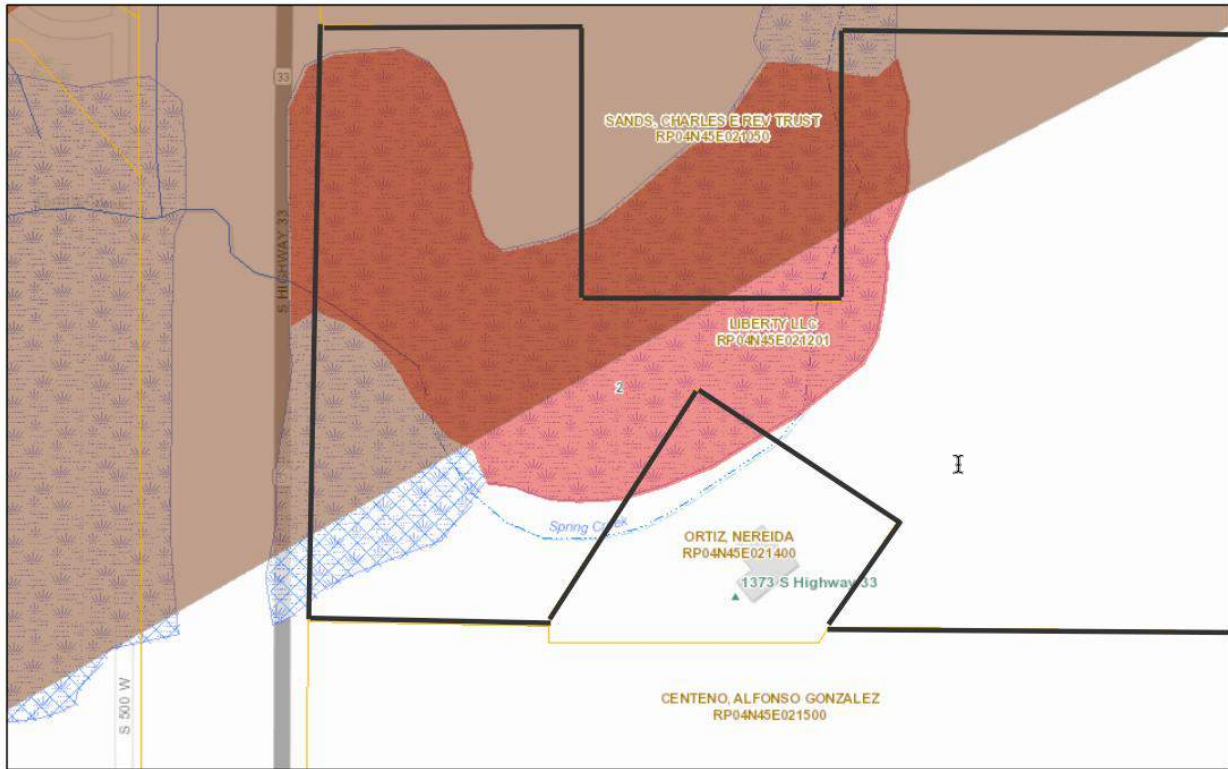
Witness my hand and official seal.

SEAL

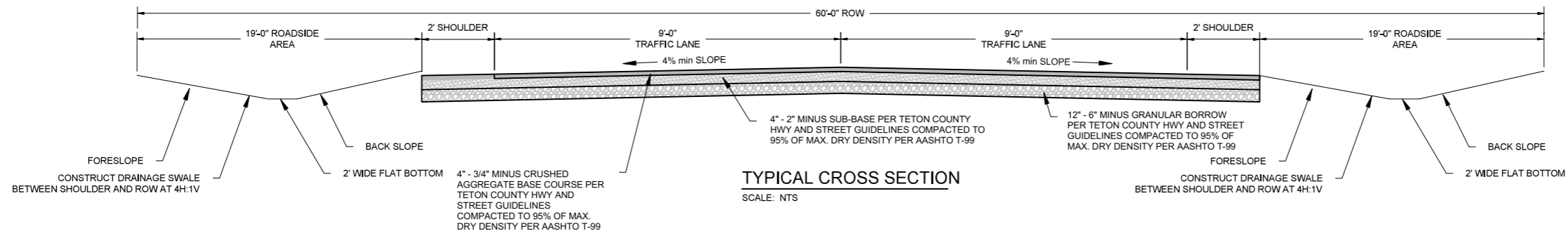
Notary Public

APPENDIX J
WILDLIFE HABITAT

Trestles Phase I & II Natural Resource Overlay Exhibit (enlarged view)



APPENDIX K
NEW ROAD SECTION



3	FINAL-RESUB	BEC 9/21/22
2	PRELIMINARY DESIGN-RESUB	BEC 7/21/22
1	PRELIMINARY DESIGN	BEC 2/7/22
	NO. DESCRIPTION	BY DATE

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Civilize, PLLC
Management and Engineering

PROJECT NO.	11-22-333
DRAWN	J. TOONE
DESIGNED	B. CROWTHER
APPROVED	B. CROWTHER
QA/QC	B. CROWTHER

CURT BEHLE & KARIN WERTHEIM

TRESTLES
CIVIL DETAILS

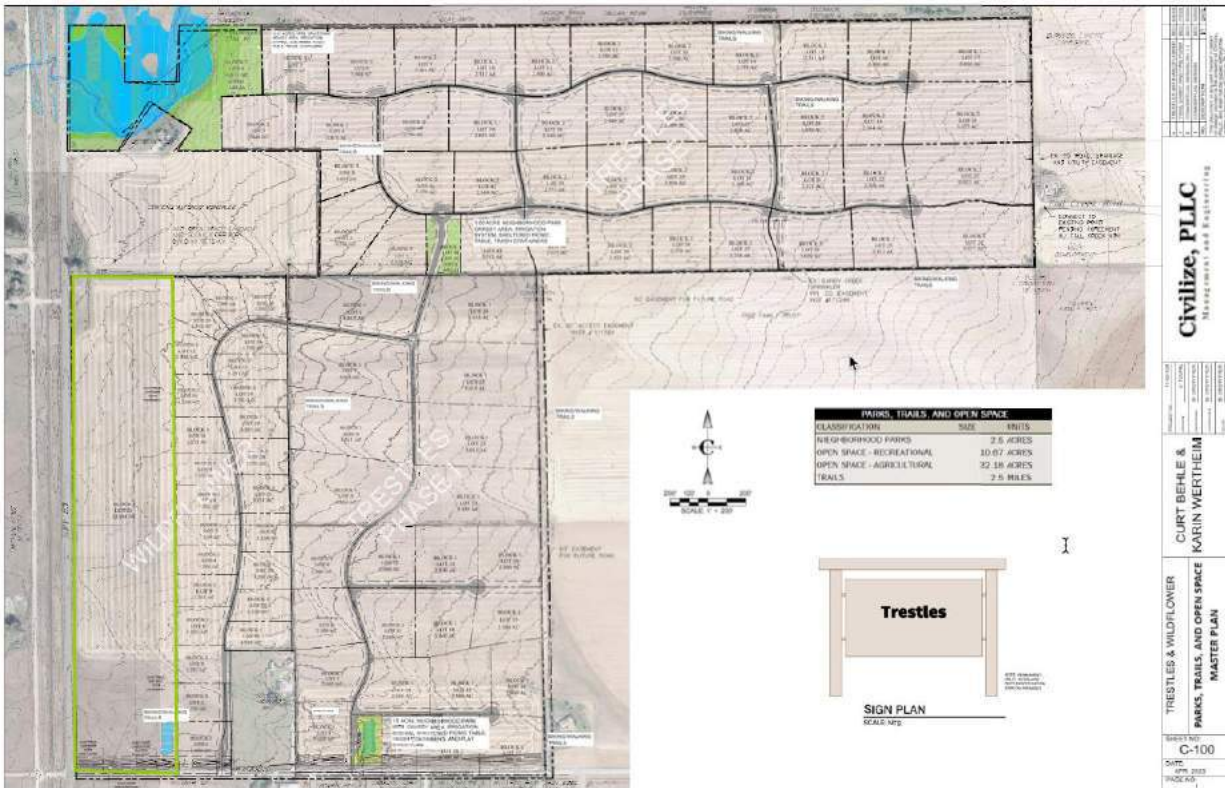
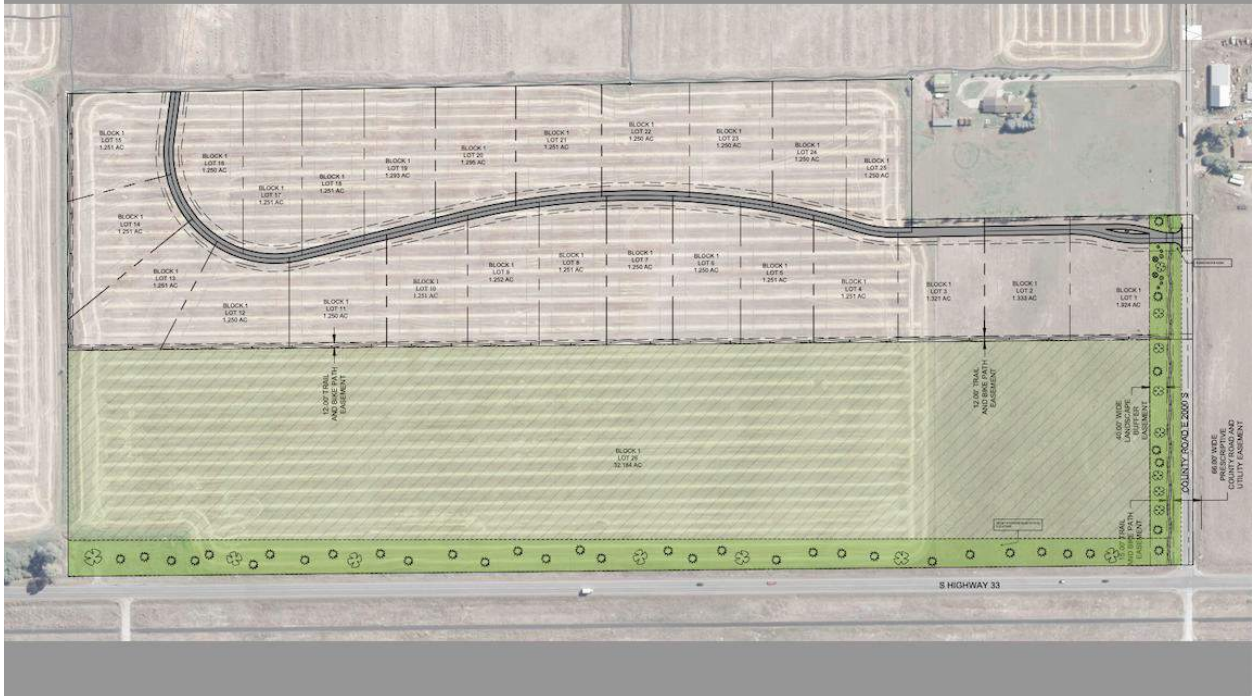


SHEET NO:
C-DT-01

DATE:
SEPT. 2022

PAGE NO:
19

APPENDIX L
LANDSCAPING AND SIGNAGE



Civilize, PLLC
 PLANNING, ENGINEERING, AND ARCHITECTURE

CURT BEHLE &
 KARIN WERTHEIM

TRESTLES & WILDFLOWER
 PARKS, TRAILS, AND OPEN SPACE
 MASTER PLAN

C-100
 DATE: 09/28/23
 TRACED: 1

APPENDIX M
UPDATED DEVELOPMENT AGREEMENT

Recording Requested By
and When Recorded
Return To:

Liberty, LLC
P.O. Box 1000
Kaysville, UT 84037-1000

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

For Recording Purposes Do
Not Write Above This Line

**DEVELOPMENT AGREEMENT
TRESTLES AND WILDFLOWER SUBDIVISIONS**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this _____ day of _____, 20____, by and between Liberty, LLC, a Nevada limited liability company ("Liberty"), by and between 071500, LLC, a Wyoming limited liability company ("071500"), by and between Darby Development, Inc., a Idaho corporation ("Darby"), and by and between Teton County Idaho, a political subdivision of the State of Idaho (the "County"). Liberty, 071500 and Darby may be collectively referred to as the Developer.

WHEREAS, the Developer is the 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 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 3/23/2022, the date the subdivision/PUD application for the Development was deemed complete and officially received by the County as confirmed writing 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 Development 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 has divided the installation of the required Improvements into XX phases. The Developer shall, in conjunction with each phase, and 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 and Wildflower Development Improvement Plans dated [DATE] recorded in the Teton County Clerk and Recorders office on _____, 2023]4 as Teton County Instrument No. _____ (the “Recorded Improvement Plans” and the Improvements described therein the “Required Improvements”). Such Improvements shall be constructed so that each phase is “stand alone” in terms of providing Improvements to the lots and units in that phase. 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 for Phase 1 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 XX/XX/XX, 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. Future Phases.

The Developer and County acknowledge that Phase Two and all subsequent phases of Trestles and Wildflower Subdivisions will require approval by the Teton County Planning Administrator demonstrating that the plan for that phase is in substantial accordance with the approved and recorded Master Plan for the Development as defined in Teton County Code 9-3-5-C and D. Final plat submittals for future phases shall require review by the Planning Administrator and approval by the Board of County Commissioners, as long as the final plat of the future phase conforms to such Master Plan. If the Teton County Planning Administrator determines that the final plat of the future phase does not conform to the Master Plan, the Developer shall comply with Teton County Code 9-3-2 (D-8) and 9-3-2 (D-9) (as amended 11/14/2008).

6. Request for Additional Phases.

Any request to the County for additional phase(s) shall be made at the same time the application is made for the final plat.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 (or actual bids to construct) 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. The amount of the escrowed funds shall be released for the completed and approved portion of the scheduled Improvements on the subject Property by line item as described on the engineer's cost estimate in Exhibit B minus the ten percent (10%) warranty amount.

16. 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. * Needs cure period. *This is what the bond is for, no need for fines. 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.

17. 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.

18. 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.

19. 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.

20. Time of the Essence.

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

21. 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 13. 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.

22. 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. *Needs email provision.

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:

Liberty, LLC
ATTN: Randy Larsen
P.O. Box 1000
Kaysville, UT 84037-1000

071500, LLC
ATTN: Curt Behle
436 Forest View Drive
Driggs, ID 83422

Darby Development, Inc.
ATTN: Karin Wertheim
851 Paiute St.
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.

20. 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.

21. Indemnification.

21.1. 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. *I don't like this. Once improvements are received by the County, they should be under their control, not the developers.

21.2. 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. *I don't like this either.

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

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 cost 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.

[Remainder of Page 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 _____, 20__, before me, a Notary Public for the State of Idaho, personally appeared _____, known to me to be the person whose name is executed above, and acknowledged that he executed the same.

(SEAL)

Notary Public
Residing _____
Commission expires _____

DEVELOPER:
LIBERTY, LLC

By: Randy Larsen, Manager

STATE OF _____)
) ss:
COUNTY OF _____)

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

(SEAL)

Notary Public
Residing _____
Commission expires _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

RP04N45E013600

RP04N45E021201

RP04N45E029250

RP04N45E027350