

Recording Requested By and
When Recorded Return To:

**TETON COUNTY
PLANNING & ZONING**

FEB 25 2011

RECEIVED

Planning Administrator
Teton County Planning Department
89 N. Main Street
Driggs, Idaho 83422

For Recording Purposes
Do Not Write Above This
Line

***DRAFT DEVELOPMENT AGREEMENT
FOR CATTLE CREEK RANCH PUD***

THIS AGREEMENT is made and entered into as of the ___ day of _____, 2011, by and between MOREY RANCH LLC and/or assigns (hereafter "Developer") and Teton County Idaho, a political subdivision of the State of Idaho (hereafter "County").

WHEREAS, it is the intent and purpose of the Developer to meet the conditions of approval for the final plat allowing the creation of CATTLE CREEK RANCH, as approved by the Board of County Commissioners of Teton County on _____, 20__.

WHEREAS, the Developer is the sole owner, in law or equity, of certain Property located in the County, which Property is hereinafter referred to as the "Development".

WHEREAS, it is the intent and purpose of the Developer and the County to enter into this Agreement that will guarantee the full and satisfactory completion of the required Improvements on the Property described in this Agreement and it is the intent of this Agreement and the parties to satisfy the Improvement guarantee requirements for the final plat recordation of the subdivision.

WHEREAS, the County has the authority to enter into a development Agreement for the construction of required Improvements associated with the Development.

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

Section 1. Definitions

1.1 DEVELOPMENT: The subject of this Agreement, which is designated and identified as CATTLE CREEK RANCH located on the Property described in Exhibit A in the jurisdiction of Teton County, Idaho. This definition shall include any and all future names or titles for CATTLE CREEK RANCH.

1.2 IMPROVEMENT: Any alteration to the land or other physical construction located on or off the Property that is associated with this subdivision/PUD and building site developments.

1.3 **OWNER/DEVELOPER:** means and refers to MOREY RANCH LLC whose address is 6470 CATTLE CREEK ROAD VICTOR, ID 83455 , the party that owns and is developing said Property and shall include and subsequent owner(s) or developer(s) of the Property.

1.4 **PROPERTY:** means and refers to the certain parcel(s) of Property located in the County of Teton, as described in Exhibit A.

1.5 **UNAVOIDABLE DELAY:** When construction is impeded as a result of strikes, lockouts, acts of God or other factors beyond the control, and ability to remedy, of the Developer.

Section 2. Planned Improvements. The Developer has already completed the road construction, street sign and utility improvements (see attached Engineer's Certification) for the CATTLE CREEK RANCH. Fire protection measures will be installed, completed and inspected in the summer of 2011 as detailed in the CATTLE CREEK RANCH IMPROVEMENT PLAN dated February 25, 2011, recorded in the Teton County Clerk and Recorders office on _____, 20____. Developer agrees that such Improvements shall be installed in compliance with Teton County's Title 9 and any design and engineering standards separately adopted by the County or other agencies responsible for providing services to the Development. Eric August, PE, Intermountain Aquatics, Inc. estimated cost to complete all Improvements as of August, 2011 is shown in Exhibit B of this Agreement.

Section 3. Signs. The Developer understands and agrees to install subdivision entrance sign(s) and street signs prior to the County being able to issue a building permit for a dwelling within the Development. Such signs shall be non-reflective and built in accordance with Teton County requirements, and in a size and shape appropriate to meet ASHTO standards.

Section 4. Public Improvements. The Developer shall designate the following roads as private, CATTLE CREEK ROAD. The Developer shall maintain all public facilities, improvements, and open space for the Development according to Teton County standards and any standards separately adopted by the agencies responsible for providing services to the Development, until such time as the responsibility for maintenance of the public improvements and open space is turned over to the Homeowner's Association for this Phase of the Development. This transfer of maintenance responsibility shall occur when 2 of the lots have been sold. The Homeowner's Association shall collect dues, a portion of which will be used for maintenance of the public 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.

Section 5. Off-Site Improvements. (N/A)

Section 6. Building Permits. No lot or unit may be offered for sale or sold (warranty deeds transferred) prior to final plat approval and recording and the obtaining of the required financial security guarantee described in Section 19 for the construction and completion of Improvements. The fire protection, including all weather road(s), shall be operational per the Fire District's inspection and written approval, and street signs installed, before any building permit shall be issued by the County. Furthermore, Developer acknowledges that no certificate of occupancy for a residential unit

shall be given until all Improvements have been completed and accepted in writing by the County Engineer and Planning Administrator.

Section 7. Schedule for Commencement and Completion of the Improvements. The Developer shall commence and complete construction of the Improvements within 6 months after the recording of the final plat. The Developer may be allowed extensions of time beyond the commencement or completion date for unavoidable delays caused by strikes, lockouts, acts of God, or other factors beyond the control, and ability to remedy, of the Developer. However, except for extensions for commencement of Improvements allowed for such unavoidable delays, if Developer does not commence construction of the Improvements within 2 years of recording of the final plat, the Developer will lose its approvals and entitlements for CATTLE CREEK RANCH and will have to reapply for approval for any planned unit development or subdivision under the then current County subdivision ordinance.

Section 8. Future Phases. (N/A)

Section 9. 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.

Section 10. Extensions of Time. The Developer may be allowed extensions of time for commencement of construction, or for beyond the completion date, for unavoidable delays other than those caused by strikes, lockouts, acts of God, or factors beyond the control of the Developer. Application for extension shall be made on the Teton County "Development Agreement Extension Application" and shall address the criteria presented on that form and in Exhibit C, Extension Criteria. The Developer shall pay the fee associated with the request. Developer acknowledges and agrees that the Board of County Commissioners has the sole discretion to grant or deny a request for extension.

Section 11. Estimated Construction Dates. The Developer reserves the right to commence construction of the Improvements any time after recording of the final plat, if weather conditions permit, and the obtaining of the financial security guarantee set forth in Section 19 hereof. It is estimated that the subdivision Improvements will be completed within 6 months after construction begins. The Developer will be solely and fully responsible for the supervision of sub-contractors and timely completion of installation of the Improvements detailed in Exhibit B and the recorded Improvement plans.

Section 12. 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 every phase of construction. Final remaining escrowed funds shall 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 Improvements.

Section 13. Permits. The Developer is responsible for obtaining all right-of-way, access, excavation, and other permits and approvals required by local, State, and Federal regulations.

Section 14. Inspection. Prior to construction of the 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 will not materially deviate from the recorded Improvement Plans without the prior written approval of the County Engineer, which approval will not be unreasonably withheld.

Section 15. Inspection Fees. The Developer agrees to pay the inspection fees as required by

Section 16. Final Inspection and Approval of Improvements. The Developer shall notify the County when it believes that the Improvements have been fully and properly completed and shall request final inspection and approval and acceptance of the Improvements by the County. The County will provide prompt interim and final inspection of the Improvements when notified by the Developer of completion. Developer must provide a signed and sealed letter from an engineer stating the roads have been built in accordance with the submitted road plans and meet or exceed county standard. In addition to the roads, the signed and sealed letter from the engineer shall certify that all Improvements are 100% completed according to Exhibit B and the recorded Improvement Plans. Upon inspection, the county shall give timely written acceptance of the 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 approval of the final inspection, the county shall give express written acceptance of the Improvements.

Section 17. As Constructed Plans. Prior to County inspection and approval of the Improvements in the Development, the Developer will file signed and sealed "As Constructed" Improvement Plans with the County Engineer, along with a letter of certification from a licensed engineer as to the accuracy of the corrected plans. Such "As Constructed" Improvement Plans shall show actual constructed location of all required Improvements.

Section 18. Warranty of the Improvements. The Developer warrants the prompt and satisfactory correction of all defects and deficiencies, for both materials and workmanship, in the Improvements that occur or become evident within two years for all open space and landscaping Improvements and one year for all other Improvements after acceptance of the 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. 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.

Section 19. Financial Security Guarantee. In lieu of construction of the Improvements by the Developer during the period after County approval of the final plat and the final plat being recorded for each phase, as security to the County for the performance by the Developer of its obligations to complete the Improvements in accordance with this Agreement, the Developer shall, prior to the

commencement of construction of any Improvements, obtain financial security in one of the following three methods, in the sum of one hundred and twenty-five (125%) of the engineer's estimated costs for all Improvements, which engineer's cost estimate shall be revised and updated within ninety (90) days of securing the financial guarantee described in this Section: 1. Obtain from a County approved financial institution or approved private financier an irrevocable 12-month letter of credit with guaranteed 6 to 12 month extensions as needed until the public Improvements are completed and accepted by the County; 2. Deposit into a Teton County escrow account funds in the form of a certified check or cash available for disbursement upon signatures by the Developer and Teton County. The county shall retain any interest accrued. 3. Obtain a negotiable construction or development bond from a County approved bonding company for the estimated length of time to fully complete the Improvements including acceptance by the County. 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. If the County releases a portion of the escrowed funds, the County shall retain twenty five percent (25%) of the original escrowed amount. The Developer shall be limited to three partial releases of escrow per phase. Any amount of the escrowed funds remaining in letter of credit, escrow account, or bond shall not be released until one hundred percent (100%) complete installation and approval of all County required Improvements, including signage and the successful completion of all warranty periods. Ten (10) percent of the original approved engineer's cost estimate for the Improvements shall be provided in one of the three methods presented above in this Section for the entire warranty period described in Section 18 to guarantee the correction of any defects or deficiencies.

Section 20. 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 entitlements for CATTLE CREEK RANCH and after such revocation, if Developer chooses to move forward, Developer will have to reapply for approval under the then current County ordinances. Teton County may impose penalties on the Developer in the form of monetary fines, not to exceed the outstanding balance of work not performed or carried out at the scheduled completion date or not to exceed the work to correct the defect or deficiency. The County may withhold the issuance of any building permit or certificate of occupancy for any structure located in the Development, refuse to accept ownership and maintenance of any County 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.

Section 21. Voided Agreement. The County, at its option, may void this Agreement and any vested right should the Developer's failure to perform in compliance with this Agreement results in the County seizing the escrow to complete the Infrastructure or correct the defect or deficiency.

Section 22 Default. If the Developer defaults or fails to fully perform any of its obligations in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Improvements required by this Agreement, 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 Improvement(s) or to correct the defect or deficiency, using either its own forces or contractors hired

for that purpose. The County shall have the right to draw from either/or the financial security guarantee escrow account or credit line provided, those sums not to exceed 125% of the engineer's estimate for individual Improvements installed. Included in the costs of the work, the County is entitled reasonable legal fees and reasonable administrative expenses.

Section 23. Transfer of Lots or Units. No lots or units may be offered for sale or sold (warranty deeds transferred) prior to final plat approval and recording and the obtaining of the required financial security guarantee described in Section 19 for the construction and completion of Improvements. The fire protection, including all weather road(s), shall be operational per the Fire District's inspection and written approval, and street signs installed, before any building permit shall be issued by the County. Furthermore, no certificate of occupancy for residential units shall be given until all Improvements have been completed and accepted in writing by the County. Appropriate easements, covenants and deed restrictions regulating the open space portions of the Developer's lots, consistent with the open space regulations contained in the Teton County Subdivision Ordinance (Title 9) will be promulgated by the Developer and binding upon all lot owners. Developer does hereby agree that all unsold lots shall be maintained by the Developer at the Developer's sole expense, and this responsibility shall run into perpetuity.

Section 24. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 25. Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including County's corporate authorities and their successors in office. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

Section 26. Notices. All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below or on the third day after being deposited in the United States mail, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, to the address set forth below.

Notices to the County shall be addressed to, or delivered at, the following address:
Teton County Board of County Commissioners
ATTN: Planning Administrator
89 N. Main Street
Driggs, Idaho 83422

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

Mike & Barbara Morey
6470 Cattle Creek Road
Victor, ID 83455

AND
Katie Salsbury, AGENT, Cattle Creek Ranch
P.O. Box 1115

Driggs, ID 83455

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

Section 27. 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.

Section 28. Indemnification.

A. No Liability for County Approval. The Developer acknowledges and agrees (1) that the County is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the County's issuance of any approvals or acceptances of the Improvements or use of any portion of the Improvements, and (2) that the County's issuance of any approvals or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, or licensees or any third party, against damage or injury of any kind at any time.

B. 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 Improvements, (2) the issuance of any approval or acceptance of Improvements, (3) the development, construction, maintenance or use of any portion of the 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 Improvements provided by this Agreement only as to Improvements that are not in conformance with the approved and recorded Master Plan/Plat of CATTLE CREEK RANCH in compliance with each phase, except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.

Section 29. Amendments or Alterations. All changes, amendments, omissions, or additions to this Agreement shall be in writing and shall be signed by both parties.

Section 30. 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.

Section 31. Filing. The County shall have this Agreement recorded in the office of the Teton County Clerk and Recorder at the same time as the final plat is recorded. The Developer shall reimburse the County for any recording fees associated with this Development.

Section 32. No Conflicts. The County and the Developer hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the County with respect to the approval of this Agreement. The County and the Developer also acknowledge and agree that this Agreement is supported by Title 9 of 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.

Section 33. 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 subdivision, (2) that it has the right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the subdivision 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 subdivision is bound or (ii) violate any statute, law restriction, court order, or Agreement to which the Developer or the subdivision is subject.

Section 34. Codes. The Developer agrees to abide by all ordinances, regulations, and codes of Teton County and those of the special purpose districts providing service to the Development.

Section 35. 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.

Section 36. 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.

Section 37. Final Agreement. This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and County relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and 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. Except as herein otherwise provided, no subsequent 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.

Section 38. 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 continuity 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 (name of subdivision/PUD) upon failure to comply with the conditions of approval of Final Plat, upon any of the violations of Teton County Title 9, or for misrepresentations or material omissions made to the Teton County Planning Commission or Board of County Commissioners.

Section 39. Mitigation of Teton County Road Improvements. Upon the final approval of CATTLE CREEK RANCH by Teton County and the issuance of the first building permit for such

subdivision, the Developer will make a donation to Teton County in the amount of \$_____ to be designated for road Improvements to __(road name)_____.

Section 40. Community Enhancements. The Developer hereby pledges \$_____ from the proceeds of each lot closing in ___(name of subdivision or PUD)____. The Developer desires \$_____ to go to _____, \$_____ to go to _____, and \$_____ to go to _____.

These contributions are being given on a voluntary basis and will be donated as follows: Funds will be collected at the closing of the initial sale of each lot sold by the Developer; The Developer will record an Agreement placing a lien on the lots such that the collection of these funds will be facilitated by the title company handling the closing of such lots.

Section 41. Sharing Development Costs. Teton County Subdivision Regulations, Title 9, provides the Developer a mechanism to recoup a portion of certain costs associated with Improvements made by the Developer. All shared development rights afforded the Developer under Title 9 and this Agreement, in particular Section 7, are hereby retained; any other Agreement, document, or statement by the Developer shall not be deemed to waive any rights afforded the Developer under Teton County Title 9.

Section 42. 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 Recorders Office; and it shall be effective on the date first written above.

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

BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, IDAHO

Chairman

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(s) whose name(s) is executed above, and acknowledged that he executed the same.

(SEAL)

Notary Public
Residing _____
Commission expires _____

MOREY RANCH, LLC

(Owner, President or Managing Director)

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(s) whose name(s) is executed above, and acknowledged that he executed the same.

(SEAL)

Notary Public
Residing _____
Commission expires _____

FEB 25 2011

RECEIVED

Cattle Creek Ranch Open Space Management Plan

The management of the open space shall be the responsibility of the developer and the subsequent HOA.

A budget to maintain open space areas will be determined annually by the HOA and lot owners will be assessed accordingly. In the event that a lot owner does not pay their portion of the maintenance expenses, the HOA reserves the right to place a lien on the property and collect the expenses at the time of a transfer of ownership.

Open space areas may be managed with adjoining lands as long as the use is compatible with the provisions outlined in this plan.

At the time of the proposed preliminary plat application, all lands within the subdivision were being used to provide summer pasture and winter feeding areas for livestock. No active irrigation was present on the ranch and all pasture was maintained through sub-irrigation. Weeds were controlled on the ranch using integrated weed management strategies including mapping, cultural and chemical methods.

It is the intention of the developer that, as long as there is an interest of at least one lot owner, the open space areas within the Cattle Creek Ranch shall be managed to facilitate agricultural activities. These activities shall include, but not be limited to the following: the raising of livestock including horses; the cultivation and tillage of the soil; keeping of horses as a commercial enterprise; and keeping and raising of poultry, swine, cattle, sheep, and other domesticated animals for food and other agricultural purposes, including bees and goats.

All agricultural activities within the open space shall conform to current Best Management Practices set fourth by the Natural Resource Conservation Service. Stocking rates shall be calculated by estimating the annual forage yield of the pasture within the subdivision in Animal Unit Month's (AUM's) and dividing the AUM's per species and quantity of livestock into the total estimated yield.

All open space perimeter and pasture fencing must be maintained to keep livestock in designated areas.

Grazing may or may not be allowed by in riparian areas along the creek depending on plant vigor and the conditions of any current contracts with the Natural Resource Conservation Service. Grazing in riparian areas may be allowed by the HOA but must maintain a diverse and healthy plant community.

The developer and the HOA have the right to sublease agricultural activities within the open space areas.

Noxious weeds shall be controlled throughout the open space areas using integrated weed management strategies including: mapping, cultural, chemical and biological methods.

Open space within the subdivision may be dedicated to a conservation easement.

In the event that agricultural activities are no longer being practiced within the open space, an evaluation shall be made as to whether or not relatively weed-free pasture can be maintained. If it is not feasible to maintain relatively weed free pasture using integrated weed management strategies alone, the open space areas will be cultivated to support native plants that can resist weed invasions under the current management strategies.

If there is a perception by a lot owner, or the public, that weeds are increasing on the open space, the HOA will be responsible for continuing with integrated weed management strategies and mapping annually for a period of three years. If the mapping shows that weed infestations are not decreasing under the current management methods, these methods will be adapted and open space areas will be mapped until a significant decrease can be documented.

RECREATIONAL ACTIVITIES:

In addition to the agricultural activities described above, the open space may be used for recreational activities including, but not limited to, walking, jogging, horseback riding, cross-country skiing, atv/utv operation and snowmobiling.

This open space management plan shall be updated by the HOA periodically to reflect current Best Management Practices for agricultural and open space lands in Teton County, Idaho.

**APPENDIX A – GRAZING MANAGEMENT PLAN for the
CATTLE CREEK RANCH**

Morey Ranch Prescribed Grazing Plan

By Scott Engle

Setting: The Morey Ranch is located southwest of Driggs in Teton County, Idaho. The land consists of approximately 140 acre and is located in a very wet area. At present there is a good road through the property leading to a large home on the northwest corner. There is a small pony pasture located near the house. The land has been entered into an EQIP contract with Katie Salsbury having authority to sign for the ranch. The EQIP contract has cost shared fencing off the streams. This has resulted in two pastures available for livestock grazing. The north pasture is 37 acres of mixed aspen groves and wetland vegetation. There is a 3 acre fenced area around some corrals on the south end of the North Pasture.

The Middle-South pasture is almost divided by the riparian fences, but an area along the road remains open. Katie reports that a gate on the road is not acceptable as there is already one gate to open going into the property. A cattle guard is not wanted either as it is perceived to be a danger to both livestock and people. Katie reports that this property had been overgrazed for many years until they developed the property. She is seeing improvement in the vegetation every year with the lighter stocking rate they are using.

Travis Allan runs a small number of purebred cows on the property year round. Three adult horses, one draft horse, one pony and two miniature horses are also run on the property year round. All the animals are fed hay from approximately November 20 to June 1. Both pastures are being used during part of the rapid growing period for the grass every year.

Goals and objectives: The long term plan for the property is to develop some home sites in the middle area along the road. The riparian areas will not be grazed. The rest of the property will continue to be grazed by livestock. Goals related to the grazing plan are:

1. Obtain the skills and experience needed to manage vegetation with livestock grazing.
2. Improve the health and vigor of the vegetation in the North and Middle Pastures.
3. Improve the harvest efficiency of the forage in the South Pasture.
4. Increase cow numbers to make use of the extra forage produced by the planned grazing.

Resource inventory: On July 15, 2010, I did a pasture inventory on the property. These are wetland pastures on which it is difficult to determine carrying capacity due to the tremendous re-growth potential. The North pasture rated 32 on a pasture condition score. This means that improvements in management would improve the condition of the vegetation and forage production. The middle area rated a 26 on a pasture condition score. This means that

JW

immediate management changes are needed and high returns are likely. The south area rated 40 on a pasture condition score. This means that productivity is high, but management changes could improve the forage harvest efficiency.

The middle area is a drier area which is located in the same pasture as a wet meadow. The livestock use this area down to a one inch stubble height before going on to the wet meadows. This keeps this area in poor condition. This area is also near the road which makes it the place where a lot of the winter feeding is done. Katie reports that the average grazing height on the wet areas is 8 inches at the end of the grazing season. This indicates that harvest efficiency and carrying capacity could be increased by planned grazing.

Carrying capacity was based on observations of the area as compared with known carrying capacity of similar fields in close proximity. The North Pasture was rated at .75 animal unit months (AUMs) per acre, the middle area was rated at 0.5 AUMs per acre and the south area was rated at 1 AUM per acre. This results in a carrying capacity of 80.5 AUMs. These figures are shown on the attached ID-CPA 009 form for continuous grazing. An AUM is the amount of feed needed to supply a cow for one month. Horses use a little more feed and are usually rated at 1.25 AUMs per month.

Carrying capacity also varies with the intensity of grazing. The current grazing is basically continuous use during the growing season. If a deferred rotation system is used on the two unbalanced pastures (as in alternative 1) carrying capacity should increase by 10% to 88 AUMs. If a good deferred rotation system on 3 fairly equal pastures is used (as in alternatives 2a and 2b), the carrying capacity is expected to increase another 10% to 93 AUMs. If a 5 pasture intensive rotation is used (as in alternative 3), the carrying capacity is expected to increase by another 10% to 105 AUMs. This information is shown on the attached ID-CPA-009 forms for each alternative. These forms also show how the cow numbers could be increased with the various alternatives. The efficiency which animals harvest their feed increase as the pastures get smaller and the grazing times are shortened.

Please remember that all these figures are estimates that need to be checked with what the pastures look like at the end of the grazing season. Generally, we like to see at least a 4 inch average stubble height on a pasture. This will not happen on the middle area until at least alternative 2. Even then, it will not be present during the feeding period.

Livestock-forage balance:

Available forage was also figured based on estimates of expected production and 30 % harvest efficiency for a deferred rotation grazing plan. This is shown on the Range and Pasture Computation Sheet (form ID-CPA-008). The Livestock-Forage Balance is shown on the ID-CPA-009 form. It shows that the range could support the existing horses plus 7 cows and 2 heifers

for the planned grazing season of June 1 to November 20. The cow numbers are not planned to exceed this for the next two years.

Grazing Plan:

The decision has been made to use a three pasture deferred rotation system for the next two years when the EQIP contract is expected to end. (As progress is made in grazing management, the intensity of the grazing may be increased by subdividing pastures with electric fence and grazing for shorter periods.) To make the three pastures the Middle –South Pasture will be divided with an electric fence on the west side of the road at the south end of the property (see the map for alternative 2b).

The Middle Pasture will be used for winter feeding. This means that animals will be fed on it in early spring when they will be searching for the new growth. Therefore, the Middle Pasture will be allowed to go through most of the grazing season before experiencing any more grazing. This will allow the grasses to make most of their growth for the season. The Middle Pasture will be grazed last each year for the next two years. The other two pastures will be rotated so that one is used first during one year and then deferred until later in the season the next year. The second year the rotation will be reversed.

Grazing use is planned to use 50% of the standing forage in a pasture. This will leave enough leaf area on a majority of the plants so they can make later growth if soil moisture is still available. Another way to picture this is to leave an average stubble height of 4 inches.

The planned grazing schedule is:

First year- North Pasture- graze June 1 to July 15
South Pasture- graze July 15 to Sept.23
Middle pasture- graze Sept. 24 to Nov. 20

Second year- South Pasture- graze June 1 to July 31
North Pasture- graze August 1 to Sept. 23
Middle Pasture- graze Sept.24 to Nov.20

Third year- same as first year

Fourth year- same as second year

These dates are based on expected growth rate of the pastures and time in a pasture may be extended if the planned grazing level is not reached.

Contingency plan:

A contingency plan is based on expected emergencies usually resulting in reduced forage production. The NRCS estimates of carrying capacity are usually conservative. Drought is not a usual occurrence in this location, but frosts and cold weather early in the growing season regularly affect production of forage. If forage is reduced more than expected it may be necessary to reduce the stocking rate or find a rented pasture.

Monitoring:

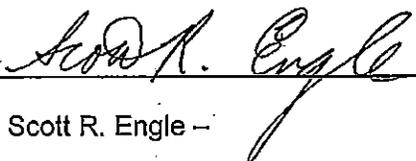
Morey Ranch will record actual use during the next two years and provide a copy to NRCS in November each year. Actual use is the kind of animals, the number of animals, and the dates that they are using each pasture. NRCS and Morey Ranch will visit each pasture in October and record utilization. The actual use and utilization over a several year period can be used to determine a better stocking rate for each pasture than the estimates that were originally made.

If Morey Ranch wishes to do more monitoring, photo points can be set up in each pasture.

Operation: Prescribed Grazing will be applied on a continuing basis throughout the occupation period of all grazing units. Adjustments will be made as needed to ensure that the goals and objectives of the prescribed grazing strategy are met.

Maintenance: Monitoring data and grazing records will be used on a regular basis within the prescribed grazing plan to ensure that objectives are being met. All facilitating practices (i.e., fence, watering facilities, etc.) that are needed to effect adequate grazing distribution as planned by this practice standard will be maintained in good working order.

Morey Ranch by Katie Salsbury



Scott R. Engle --

Rangeland Management Specialist, NRCS



Prescribed Grazing - 528
Livestock, Forage and Feed Balance

ID-CPA-009

Idaho
February 2008

Natural Resources Conservation Service

Client: Morey alternative 2b Date: 2/14/2011

Location: Scott Engle Planner: Scott Engle

Livestock Inventory:

Livestock / Wildlife	Planned Number	A.U. Equiv.	Total A.U.'s	Animal Units of Forage Needed												Total AUM's							
				MONTHS																			
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec								
horse - mature	5	1.25	6.25							6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	37.5
beef cow (yearlong avg.)	7	1.00	7							7	7	7	7	7	7	7	7	7	7	7	7	7	42
bull - mature	1	1.25	1.25							1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	3.75
heifers (13 - 18 mo.)	2	0.70	1.4							1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	8.4
TOTALS			15.9							14.65	15.9	15.9	15.9	15.9	14.65	91.65							

Forage and Feed Inventory:

Pasture Number	Feed / Forage Type	Acres	Total AUM/AC	Trend	Adj. Factor	Total AUM's	Animal Units of Forage Available															
							MONTHS															
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
North		36	0.86		1	30.96								5	9	8	5	4				
Middle		38	0.67		1	25.46								3	7	5	3	1.8				
South		31	1.18		1	36.58								6.5	13	11	6	6				
TOTALS						93								14.5	29	24	14	11.8				

Livestock - Feed/Forage Balance:

	Total AUM's	MONTHS																					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec										
		Total forage available (adjusted AUM's)	93					14.5	29	24	14	11.8											
Total forage needs in AUM's	91.65						14.65	15.9	15.9	15.9	14.65	14.65	14.65	14.65	14.65	14.65	14.65	14.65	14.65	14.65	14.65	14.65	
Difference (+) or (-) AUM's	1						15	14	8	(2)	(4)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	



Natural Resources Conservation Service

Prescribed Grazing - 528

ID-CPA-008

Range & Pasture Computation Worksheet

Idaho

February 2008

Ranch : Morey Ranch

Location :

Technician's Name : Scott Engle

Date :

Management Unit Name	Total Acres	Response Unit	Acres	Ecological Site / Forage Type			Harvest Efficiency	Adjustment Factors	AUM's/Ac	AUM's
				Similarity Index	Forage Value	Total Lbs/Acre				
1 North Pasture	36	aspen	6			1500	30%	100%	0.49	3
		Mountain meadow loamy-semiwet	30			2800	30%	100%	0.92	28
MU Total										
2 Middle Pasture	38	wet meadow	5			3600	30%	100%	1.18	6
		Mountain meadow loamy-semiwet	33			1800	30%	100%	0.59	20
MU Total										
3 South Pasture	31	wet meadow	31			3600	30%	100%	1.18	37
MU Total										
4										
MU Total										
5										
MU Total										
6										
MU Total										
7										
MU Total										
8										
MU Total										
9										
MU Total										

**APPENDIX B – WEED MANAGEMENT PLAN for the
CATTLE CREEK RANCH**

Cattle Creek Ranch

Weed Management Plan

Management Goals:

- Promote the growth and establishment of desirable native and pasture vegetation across the property.
- Protect natural resources on property, as well as, downstream aquatic and riparian habitat.
- Reduce present noxious weed populations and prevent further establishment of noxious weeds.

Weed Management Areas:

- South WMA (40 acres) – This area is south of the subdivision boundaries but included in the weed management plan. Moderate impact from grazing and the highest occurrence of noxious weed species. Area will continue to be grazed. A strategy of confinement and gradual pressure will be implemented in this WMA. Tolerance for Canada thistle and sulphur cinquefoil should exist. Measures should be taken to increase vegetative cover in the area.
- North WMA (80 acres) – This area includes the 40 acres of the subdivision and the north 40 acres. Area of planned construction and residences as well as the most intact plant communities. A strategy of eradication for biennial weeds and significant reduction of perennial weeds will be implemented in this WMA. Vigilant monitoring for invasion of weeds into the intact wet meadow vegetation on the north end should occur.

Management Objectives:

- Revegetate bare ground.
- Reduce seed production of listed noxious weeds by 70-80% each year.
- Prevent new infestations within construction disturbance.
- Reduce current noxious weed populations by 80% in five years.
- Reduce Canada thistle populations by 50% in five years.
- Annual mapping to assess accomplishment of objectives.

Weeds of Concern:

- Yellow toadflax (*Linaria vulgaris*) – in area, monitor.
- Bull / Musk / Plumeless thistle (*Cirsium* spp.) – occasional on site, reduce.
- Sulphur cinquefoil (*Potentilla recta*) – sporadic on site, reduce.
- Canada thistle (*Cirsium arvense*) – prevalent throughout site, pressure.
- Houndstongue (*Cynoglossum officinale*) – occasional on site, reduce.
- Spotted knapweed (*Centaurea maculosa*) – in area, monitor for invasion.
- Leafy spurge (*Euphorbia esula*) – in area, monitor for invasion.

Control Options:

- Chemical
 - Metsulfuron methyl (Escort) – houndstongue control.
 - Glyphosate (AquaNeat) – seedbed prep
 - Aminopyralid (Milestone) – Canada thistle and biennial thistles.
 - Triclopyr (Renovate) – Canada thistle in wet areas.
- Cultural
 - Overseed pasture prior to grazing to improve pasture condition.
 - Seed degraded aspen islands and bare cattle “wallows.”
 - Implement rotational grazing strategy to maximize grass growth.
- Mechanical
 - Pull houndstongue plants in spring.
 - Mow biennial thistle.

Management Schedule:

May/June –

Chemical control of biennial thistle rosettes, houndstounge and toadflax.
Monitoring site visits conducted every two weeks to insure that multi-age stands are treated.

July –

Chemical control using glyphosate along roadside ROW.
Annual mapping.

September –

Chemical control of Canada thistle

Spring/Fall Post Construction:

Spring tillage of all disturbed areas and re-seed with wet meadow pasture mix.