



TETON COUNTY
PLANNING & ZONING

AUG 17 2010

RECEIVED

Heritage Peaks Subdivision

NAME OF SUBDIVISION/PLANNED UNIT DEVELOPMENT

PRELIMINARY PLAT

SUBDIVISION/PLANNED UNIT DEVELOPMENT APPLICATION

The Preliminary Plat is the second of three steps in the development process. Upon receipt of the required materials the planning staff shall stamp the application received and prepare a staff report. Once the Planning Administrator or his designee has reviewed the staff report and deemed the application complete a public hearing will be scheduled with the Planning and Zoning Commission. It is recommended that the Applicant review Titles 6, 8 and 9 of the Teton County Code prior to submittal. These Titles along with application materials are located on the County website at www.tetoncountyidaho.gov. The planning staff is also available to discuss applications and answer questions prior to receiving an application.

To expedite the review of your application, please be sure to address each of the following items.

SECTION I: PERSONAL AND PROPERTY RELATED DATA

Owner: D+R Family Limited Partnership

Applicant: D+R Family Limited Partnership

Phone: (307) 690-1638 Mailing Address: P.O. Box 417

City: Driggs State: ID Zip Code: 83422

Engineering Firm: A-W Engineering Contact Person: Sharon Woolstenhulme Phone: (208) 787-2952

Address: P.O. Box 139 Victor ID 83455 E-mail: aweng@

Location and Zoning District:

Address: 2000 W Hwy 33 Tetonia Parcel Number: RP6L6N45E343800

Section: 34 Township: 60N Range: 45E Total Acreage: _____

Proposed Units/ Lots: 2 lots. Proposed Open Space Acres: _____

Proposing a Subdivision Proposing a Planned Unit Development

Zoning: A 2.5 A 20 Planned Community Rural Reserve

- Latest recorded deed to the property
- *60% of proposed unit base total
- Affidavit of Legal Interest
- Concept Plan approved on 10/20/2008

* Acceptance of this amount does not suggest there will be a particular number of units approved. There are no entitlements granted by the payment of the per lot/unit fee. A refund due or balance due of the total lots approved at final plat shall be settled prior to recording of final plat.

I, the undersigned, have reviewed the attached information and found it to be correct. I also understand that the items listed below are required for my application to be considered complete and for it to be scheduled on the agenda for the Planning and Zoning Commission public hearing.

• Applicant Signature: *Debbie L Roberts* Date: 8-13-10
8-13-10

I, the undersigned, am the owner of the referenced property and do hereby give my permission to AW Engineering to be my agent and represent me in the matters of this application. I have read the attached information regarding the application and property and find it to be correct.

• Owner Signature: *Debbie L Roberts* Date: 8-13-10
8-13-10

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

1. Number of Plan/Plats:
 - Thirty (30) Preliminary Plats (18" X 27" or 11" X 17") Prepared By A Professional Land Surveyor/Engineer
 - Ten (10) Master Plans (18" X 27" or 11" X 17") Prepared By A Professional Land Surveyor/Engineer
2. Items on Plan/Plat:
 - Plans and Plats are labeled in lower right hand corner
 - Section(s), Township, Range
 - Accurate angular and lineal dimensions for all lines, angles and curves used to describe boundaries, streets, alleys, and easements areas to be dedicated for public use, and other important features are shown.
 - Identification for all lots and blocks and road names are clearly shown. Lot lines show dimensions in feet and hundreds.
 - Perimeter subdivision lines are accurately related by distance and bearings to established roads or street lines, or 1/16 section corners, and closures are a minimum of one (1) foot in 5000 feet.
 - True angles and distances to the nearest established street lines or official monuments are accurately described in the plat and shown by appropriate symbol.
 - Radii, internal angles, points and curvatures, tangents, tangent bearings, chord, chord bearings and the lengths of all arcs are shown.
 - Accurate location of all monuments and fire protection to be installed, shown by appropriate symbol, and all of the U.S., State, County, or other official bench marks, monuments, or triangulation stations in or adjacent to the property.
 - Each lot corner is monumented or witnessed with permanent marker, in accordance with the rules and regulations of the State Board of Registration for professional engineers and land surveyors, and the markers are shown either by legend or separate description on the plat.
 - Accurate boundaries and legal descriptions are given of any easement or area to be dedicated for public use, with the purpose indicated thereon, and of any area to be reserved by deed or covenant for the common use of all property owners or the general public.
 - Vicinity map with any existing subdivisions within 1 mile and all existing road names
 - Names of adjoining developments and ownership of surrounding land
 - North arrow
 - Contours
 - Section and incorporation lines in and within 200 feet
 - Boundaries and identification of zoning districts
 - Building envelopes
 - Setback requirements
 - Road names
 - Accurate Scale

“Evaluation Criteria Narrative”

for

Heritage Peaks Planned Unit Development

A part of the S ½ NW ¼ of
Section 34, Twp. 6 North, Range 45 East, B.M.,
Teton County, Idaho

OWNER/DEVELOPER:

D & R Roberts Ltd.
PO Box 417
Driggs, ID 83422
(307) 690-1638

ENGINEER:

Arnold W. Woolstenhulme
A-W Engineering
P.O. Box 139
Victor, ID 83455
(208) 787-2952

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1. INTRODUCTION

This report provides the required information to submit the Heritage Peaks Planned Unit Development for the preliminary hearing of the Teton County Planning and Zoning Commission. This report supplements information provided on the preliminary master plat. This development is located in a portion of the S ½ NW ¼ of Section 34, Twp 6 N., Range 45 E., B.M., Teton County, Idaho. The proposed development lies approximately at State Highway 33 and County Road 200 West, Teton, Idaho. The 20.00-acre property will be subdivided into 2 lots, ranging in size from 6.02 to 8.26 acres with a single-family residence proposed for each site. The property is zoned ARR-2.5, and no change to this zoning is proposed.

2.A ANALYSIS OF COMPREHENSIVE PLAN POLICIES

2.1 Property Rights

Policy 1: The developers of Heritage Peaks Planned Unit Development recognize their rights to develop this property via these named constitutional rights and also recognize these development rights are governed by the applicable ordinances of Teton County.

2.2 Population

Policy 1: The Developers of Heritage Peaks Planned Unit development encourage Teton County to continue in this worthwhile endeavor.

2.3 School Facilities & Transportation

Policies 1-4: The target market for this development are single-family homeowners. If each home site in this development is occupied as a primary residence, according to the data received from the Superintendent of District #401, the number of children per household from the last census is .87 students. According to census estimates, this will result in an additional 1.74 children being enrolled in the school district, representing a very slight increase in enrollment. Houses in this part of the valley are traditionally higher end homes that have higher assessment values and therefore generate more taxes. Only the State of Idaho is empowered to change the tax structure.

Transport?

2.4 Economic Development

Policies 1-5: This development conforms to these policies by (1) adding moderate growth to the county; (2) providing commercial support to Grand Targhee ski resort by fostering growth of the local customer base; (3) supporting and balancing growth with the natural assets of the county; (4) providing jobs for the work force in the construction industry by providing work for concrete, framers, carpenters, electricians, painters, lumber yards, and landscaping businesses.

2.5 Land Use

Policies 1-8: This development supports this policy by maintaining and protecting the scenic corridor; (2) concentrating higher-density development with the cities' areas of impact; (3) enhancing the range of housing options available in the county; (4) limiting the commercial development away from the city areas of impact. This is not a high density development nor is there industrial or commercial uses being proposed. Housing options are being met by providing alternatives.

2.6 Natural Resources

Policies 1-7: As development prices for subdivision prices increase and the cost of agricultural enterprises, including equipment escalates, maintaining agriculture as a way of life is becoming less and less feasible. However, larger lots contribute to a rural sense of community. Outdoor lighting will adhere to Section 9-4-1K, street lighting is not required and is discouraged in areas that are naturally dark; no public lands adjoin this development. There are no know wildlife habitats on this property that was previously formed; weed control is mandated by the CC&Rs.

*- wetlands
- critical overlay*

2.7 Hazardous Areas

Policies 1-3: No known hazardous areas exist on this property; protection from wildfires will be a primary issue for the Homeowners Association.

2.8 Public Services & Utilities

Policies 1-6: 1. Public services With a single-family residence on each lot, this development will generate approximately \$7,200 in property tax revenue each year after build out. The following table breaks this estimated revenue down according to the various county levies.

2. Estimated tax revenue

Number of homes	2	
Estimated value of each home	\$300,000	
Combined value of all homes	\$600,000	
Estimated tax valuation	\$210,675	
Estimated total value	\$421,350	
Levy	Rate	Taxes generated
County general fund	0.001612444	\$679.40
City	N/A	N/A
School District #401	0.004055182	\$1708.65
Cemetery	0.000054257	\$ 22.86
Valley of the Tetons Library	0.000093743	\$ 39.50
County road and bridge	N/A	N/A
Fire district	0.00108373	\$456.63
Total	0.006899356	\$2907.04

Due to the minimal impact of this development on county services and public facilities, no additional financing of services should be required. The additional tax revenue generated by this project should offset any impact to these surfaces. The developers will assume responsibility for maintenance of the subdivision including snow removal, weed control, and road maintenance until the homeowners association can assume control of this responsibility. The homeowners association will assume this responsibility after 50% of the lots have been sold and the governing structure of the association has been established. This maintenance will be funded by monthly dues paid by lot owners. The CCRs of Heritage Peaks Planned Unit Development will establish the organization for this association and specify how dues will be assessed and collected.

2.9 Transportation

Policies 1-4: Heritage Peaks Planned Unit Development recognizes the transportation challenges of Teton County and encourages the county commissioners to adopt a capital improvements plan.

2.10 Recreation

Policies 1-4: Due to its location, Heritage Peaks Planned Unit Development will protect the natural recreational assets of Teton Valley by not hindering public access to or the serene environment of National Forest or Bureau of Land Management lands or the Teton River or other streams.

2.11 Special Areas or Sites

Policy 1: There are no historic sites or buildings will be impacted by this development.

2.12 **Housing**

Policies 1-3: This development conforms to these policies by (1) providing affordable housing opportunities; (2) not creating high-density development away from the cities or their areas of impact.

2.13 **Community Design**

Policies 1-2: The size of lots in Heritage Peaks opens up scenic vistas and views of the Teton Mountain Range with their forested landscapes. Nightskies are protected through strict adherence to Section 9-4-1K; the Outdoor Lighting Ordinance. Because of its location; Heritage Peaks Planned Unit Development does not connect to the Teton Valley Trails and Pathways System

AUG 17 2010

HERITAGE PEAKS SUBDIVISION

RECEIVED

TIME FRAME OF EVENTS

- 09/18/08 - CONCEPT APPLICATION SUBMITTED TO PLANNING & ZONING STAFF
- 10/30/08 - APPLICATION IS ACCEPTED BY THE PLANNING & ZONING ADMINISTRATOR 6 WEEKS LATER, STARTING THE CLOCK FOR THE 2 YEAR COMPLETION DATE.
- 11/2008 - DIFFERENT ENVIRONMENTAL FIRMS ARE EVALUATED BY THE OWNER TO MAKE A SELECTION FOR ONE TO PERFORM A LEVEL 1 NP STUDY
- 11/25/08 - ROCKY MOUNTAIN ENVIRONMENTAL IS ASKED TO SUBMIT A QUOTE TO PERFORM THE WORK.
- 12/08 - ROCKY MOUNTAIN ENVIRONMENTAL SUBMITS A PROPOSAL TO THE OWNER. A WORK ORDER FOR ROCKY MOUNTAIN ENVIRONMENTAL IS SIGNED BY THE OWNER, AUTHORIZING THEM TO PROCEED WITH THE LEVEL 1 NP STUDY
- 1/15/09 - ROCKY MOUNTAIN ENVIRONMENTAL BEGINS DISCUSSIONS WITH D.E.Q. REGARDING ANY CONCERNS AND REQUIREMENTS
- PEAKS THEY WILL HAVE. ROCKY MOUNTAIN ENVIRONMENTAL HAS DETERMINED THAT THE NUMBER OF LOTS IN HERITAGE WILL LIKELY NEED TO BE DECREASED.
- 1/16/09 - ROCKY MOUNTAIN ENVIRONMENTAL INFORMS THE OWNER'S ATTORNEY THAT D.E.Q. WANTS A DRAINFIELD SHIFTED AND ONE LOT ELIMINATED.
- 1/09 THROUGH 2/09 - A-W ENGINEERING WORKS ON DRAFTING REVISIONS TO PRELIMINARY PLAT; MASTER PLAN; ROAD PLANS; STORM & EROSION PLANS AND REQUIRED PRELIMINARY PLAT DOCUMENTS TO CONFORM TO D.E.Q. DIRECTIVES.

- 3/09 - ROCKY MOUNTAIN ENVIRONMENTAL SENDS AN E-MAIL INDICATING INTERNAL COMPLICATIONS WITHIN D.E.Q. WHICH RESULT IN TIME DELAYS FOR SECURING THE D.E.Q. LETTER REQUIRED BY TETON COUNTY.

- 3/25/09 - D.E.Q. ISSUES A LETTER WITH AN ADDITIONAL REQUIREMENT BEYOND THE TYPICAL SCOPE OF A LEVEL 1 NP STUDY, ACCORDING TO JENNIFER ZUNG OF HARMONY DESIGN.

- 4//09-5/09 - OWNER & A-W ENGINEERING ARE WAITING FOR WORK TO BE COMPLETED BY ROCKY MOUNTAIN ENVIRONMENTAL.

- 5/09 - ROCKY MOUNTAIN ENVIRONMENTAL STATES IN AN E-MAIL THAT D.E.Q. IS NOW BECOMING MORE STRINGENT AND ADDITIONAL TIME IS GOING TO BE NECESSARY TO ADDRESS ADDITIONAL D.E.Q. REQUIREMENTS. JOHN RICE OF ROCKY MOUNTAIN ENVIRONMENTAL STATES THAT HE CANNOT ESTIMATE THE AMOUNT OF ADDITIONAL TIME IT IS GOING TO TAKE TO ACHIEVE A PASSING NP STUDY.

- 6/09-01/10 - OWNER AND A-W ENGINEERING ARE WAITING FOR ROCKY MOUNTAIN ENVIRONMENTAL AND D.E.Q. TO REACH COMMON GROUND TO SECURE THE REQUIRED D.E.Q. LETTER

- 01/10 - THE OWNER HIRES MR. CLEVE BOOKER OF BOOKER GREY ENVIRONMENTAL TO HOPEFULLY HELP IN MOVING THE HERITAGE PEAKS PROJECT FORWARD.

- 01/10-03/10 - OWNER AND A-W ENGINEERING ARE STILL WAITING FOR THE ENVIRONMENTAL COMPANIES TO SATISFY D.E.Q. REQUIREMENTS.

- 03/02/10 - CLEVE BOOKER RECEIVES AN E-MAIL FROM MR. PATRICK VAILE, TETON COUNTY PLANNING & ZONING ADMINISTRATOR REITERATING THAT AN NP EVALUATION MUST BE SUBMITTED TO D.E.Q. AND A STAFF REPORT FROM D.E.Q. SUBSEQUENTLY RECEIVED BY MR. VAILE..

- SPRING/10 - HARMONY DESIGN IS RETAINED TO HELP MR. BOOKER COMPLETE THE ADDITIONAL WORK REQUIRED BY D.E.Q.

- 03//10 - 06/10 - HERITAGE PEAKS IS FURTHER REDUCED TO TWO LOTS, RESULTING IN PRELIMINARY PLAT; MASTER PLAN; ROAD

PLANS; STORM & EROSION PLANS; FACILITIES MAP;
LANDSCAPING PLAN AND SUPPORTING DOCUMENTS TO BE
RE-DRAFTED BY A-W ENGINEERING.

07/16/10 - D.E.Q. LETTER OF APPROVAL IS RECEIVED WHICH IS THE
DEADLINE TO SUBMIT THE PRELIMINARY PLAT APPLICATION
IN ORDER TO HAVE THE TWO FINAL REMAINING PUBLIC
HEARINGS BEFORE EXPIRATION DATE.

08//2010 - HOWEVER, A LETTER OF APPROVAL FROM EASTERN IDAHO
PUBLIC HEALTH HAD NOT BEEN SECURED. AN ORIGINAL
LETTER OF APPROVAL HAD BEEN RECEIVED ON
MARCH 1, 2007 AS PART OF THE FIRST APPLICATION FOR
HERITAGE PEAKS. HOWEVER, MARCH 23, 2010, EASTERN
IDAHO PUBLIC HEALTH RESCINDED THAT APPROVAL, SAYING
THEY WANTED TO KNOW THAT THE D.E.Q. ITEMS LISTED IN
THE D.E.Q. LETTER OF MARCH 25, 2009 WERE RESOLVED

BEFORE

THEY WOULD ISSUE AN UPDATED LETTER OF APPROVAL.

THE 2 MONTH DELAY IS ALSO CAUSED BY
DETERMINATIONS OF WHAT ARE INTERMITTENT STREAMS OR
IRRIGATION CANALS ON THE SUBJECT PROPERTY. A-W
ENGINEERING AND HARMONY DESIGN DO THE FIELD WORK
AND DRAIN FIELD LOCATION PLATTING TO MEET HEALTH
DEPT. REQUIREMENTS AND TO HELP MAKE THOSE FINAL
DETERMINATIONS. THAT WORK IS COMPLETED THE WEEK
PRIOR TO OBTAINING THE LETTER OF APPROVAL FROM
EASTERN IDAHO PUBLIC HEALTH.

08/16/2010 - EASTERN IDAHO PUBLIC HEALTH ISSUES THE LETTER OF
APPROVAL.

IT IS THE POSITION OF THE OWNER AND A-W ENGINEERING THAT THE
SIGNIFICANT TIME DELAYS THAT PREVENTED US FROM COMPLETING THE
FINALIZING OF HERITAGE PEAKS SUBDIVISION WERE CAUSED BY
GOVERNMENT AGENCIES, WHICH WERE OUT OF OUR CONTROL.

OPEN SPACE MANAGEMENT PLAN

HERITAGE PEAKS SUBDIVISION

Heritage Peaks is a proposed subdivision encompassing 20.00 acres, of which 7.72 acres is open space. Technically an open space management plan is not a requirement for this application because it is not being processed as a planned unit development. However this is being submitted to assure the public of the care that will be given to this pristine parcel of land.

The open space is located adjacent to State Highway 33, acting as a physical and scenic buffer between the State Highway and the residences of Heritage Peaks Subdivision.

The open space area will remain in the native flora and fauna that are presently growing.

Weed control will be a regular maintenance practice governed initially by the owner/developer, Mr. Reg Roberts, principle in the D&R Roberts Family Limited Partnership and then subsequently by the Heritage Peaks Homeowners Association.

The Declarant will reserve for itself, its successors and assigns, and grants for the benefit of all the owners and the Association, a perpetual easement across all private roadways within the Property for access to Lots.

Open Space land shall mean land depicted upon the Subdivision plat and limited to uses permitted by the joint consent of the lot owners. Open Space Land shall be maintained by the Heritage Peaks Homeowners Association.

Owner shall take all actions necessary to control noxious weeds as defined by the Teton County Weed Control Board and the Heritage Peaks Homeowners Association Board. All open space areas shall be kept free of noxious weeds. Because the timing for effective control of noxious weeds is critical, the Homeowners Association Board shall deem such timely control a priority item, both in scheduling and budgeting. Noxious weed treatment shall be limited to herbicides approved by the Teton County Weed Control Board.

To protect, preserve, and maintain existing wildlife on the property and to minimize the adverse effect of development on wildlife habitat, dogs, horses and other domestic animals shall be controlled at all times, per the Covenants, Conditions, and Restrictions for Heritage Peaks Subdivision.

FOR HERITAGE PEAKS SUBDIVISION

Recording Requested By and
When Recorded Return To:

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

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the ___ day of _____, 20___, by and between D&R ROBERTS FAMILY LIMITED PARTNERSHIP 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 Heritage Peaks Subdivision, 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 Heritage Peaks subdivision 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 Heritage Peaks subdivision.

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 D&R Roberts Family Limited Partnership whose address is 352 West 500 North Teton, Idaho 83452, 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 divided the installation of the required Improvements into one phase. The Developer shall, and at its sole cost and expense, complete the road construction, install entrance and street signs, install telephone and electrical service, install fire protection, stabilize and re-seed areas of the Property disturbed by installation of Improvements, and complete all other required infrastructure for each phase as detailed in the Heritage Peaks Improvement plans dated _____, 2010, recorded in the Teton County Clerk and Records office on _____, 2010. 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. The AW Engineering's estimated cost to complete all Improvements as of (date of estimate), 2010 is shown in Exhibit B of this Agreement. The Developer shall obtain an updated cost estimate within ninety (90) days prior to obtaining its Letter of Credit and starting construction of any Improvements in every phase, as set forth in Section 8 hereof.

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.

It shall be

retro-reflective, unless it is deemed

Section 4—Public Improvements. The Developer shall designate the following road(s) as private for public use: Heritage Drive. 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 100% of the lots or units 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.

that the subdivision sign is to be non-reflective

Section 5—Off-Site Improvements. The Developer shall construct all off-site Improvements shown on the recorded Improvement Plans for Heritage Peaks subdivision, if any, following the design, engineering, and standards of the agency responsible for the Improvement(s). Off-site Improvements shall be included in the engineer's cost estimate requirements as set for in Section 2 of this Agreement. Developer may seek pro-rata compensation for these off-site Improvements, if any, as provided for in Title 9 of the Teton County Code and Section 41 of this Agreement.

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.

→ **ADD - NO Cert of OCC until all improvements have been completed.**

Section 7—Schedule for Commencement and Completion of the Improvements. The Developer shall commence construction of the Improvements for the subdivision within one year after the recording of the final plat, and will complete construction of the Improvements within two years after commencement of construction of such Improvements. 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 one year of recording of the final plat, the Developer will lose its approvals and entitlements for Heritage Peaks subdivision and will have to reapply for approval for any planned unit development or subdivision under the then current County subdivision ordinance.

Section 8—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 9—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 10—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 24 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. Phases of the Development will be constructed and completed no later than as shown below:

Section 11—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 12—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 13—Inspections. 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 14—Inspection Fees. No inspection fees are required by Teton County.

Section 15—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 16—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

→ Planning Administrator

Improvements.

Section 17—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 18—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 19—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 Heritage Peaks subdivision 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 20—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 21—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 22—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 23—Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 24—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 25—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:

D&R ROBERTS FAMILY LIMITED PARTNERSHIP
352 W 500 N
Tetonia, ID 83452

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 26—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 27—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 of Heritage Peaks subdivision 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 28—Amendments or Alterations. All changes, amendments, omissions, or additions to this Agreement shall be in writing and shall be signed by both parties.

Section 29—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 30—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 31—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 32—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 33—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 34—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 35—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 36—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 37—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 Heritage Peaks subdivision 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 38—Mitigation of Teton County Road Improvements. Upon the final approval of Heritage Peaks subdivision 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 39—Community Enhancements. The Developer hereby pledges \$ _____ from the proceeds of each lot closing in Heritage Peaks subdivision. 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 40—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 41—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

Larry Young, 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 Larry Young, Chairman, 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**

**EXHIBIT B
ENGINEER'S COST ESTIMATE**

AW Engineering

Box 139, Victor, Idaho 83455

Phone 208-787-2952 Fax 208-787-2957

Aug 4, 2010

EXHIBIT "B"

Engineer's Final Cost Estimate

Heritage Peaks Subdivision

Section 34, Township 6 N, Range 45 E. B. M., Teton County, Idaho

	DESCRIPTION	COST/UNIT	UNITS	COST
1	Electric power service Installed 2008	\$7.00/l.f.	800 l.f. (In)	0
2	Telephone service Installed 2008	\$4.00/l.f.	800 l.f. (In)	\$ 0
3a	Road system: 24' wide base gravel road Base grave exists on 18' wide road Cost estimate	\$3.50/l.f.	800	\$ 2,800
3b	4" Crushed Gravel on 12' wide x 820'	5.00 / lf	800 lf	4,000
4	Fire System for Project	None	0	0
5	Entrance Sign	1200	1	1,200
6	Landscaping around entrance area	1000	1 area	1,000
7	Mail boxes private Boxes Not Sub project	None	0	0
		TOTAL:		\$ 9,000

PROJECT TOTAL ENGINEER'S ESTIMATED COST \$9,000

Planning & Zoning requirement of 125% = \$ 11,250.00

This plan and proposal does not include central water or sewer systems and it is not expected to be required by Teton County.

The road plan and costs are for a 4" x 24 feet wide crushed gravel road surface which meets county specifications.

Arnold Woolstenhulme



**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HERITAGE PEAKS SUBDIVISION**

This is a Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of real property, made effective this ____ day of September 2010, by D&R ROBERTS FAMILY LIMITED PARTNERSHIP, Declarant.

1. **Purpose.** Declarant is the owner of that certain real property located in Teton County, Idaho, which property is more particularly described in Exhibit A attached hereto and made part hereof, and which is hereinafter referred to as the Property. The Declarant is adopting the following covenants, conditions and restrictions to preserve and maintain the natural character and value of the property for the benefit of all owners of the property or any part thereof.

2. **Declaration.** Declarant hereby declares that the property described in Exhibit A attached hereto, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants, conditions, and restrictions, which are sometimes referred to hereinafter as the "Covenants". The covenants shall run with the property and any lot thereof, and shall be binding upon all parties having acquiring any legal or equitable interest of every owner of any part of this property, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

3. **Definitions.** The following terms and phrases used in these covenants shall be defined as follows:

A. **Common Area** - shall include the common road, shared access, entry gate, entry-landscaping area, and any area designated as "open space" of Heritage Peaks subdivision and the recorded plat thereof.

B. **Common Services** - shall mean the roadway maintenance, snow removal services, irrigation system maintenance, utility lines maintenance and/or repair services for the Common Road and Shared Access Road and the utility lines located in the right-of-ways of such roads and cable television lines at such time as they become available. Utility lines shall include all electric, telephone, irrigation, and cable television.

C. **Committee** - shall mean the management committee responsible for the administration and enforcement of these covenants and conditions.

D. **Declarant** - shall mean and refer to Reginald Roberts, his successors and assigns or heirs.

E. **Development** - shall mean any alteration of the natural land surface, and

all buildings, structures or other site improvements placed on the land to accommodate the use of a lot.

F. Lot - shall mean and refer to any plot of land shown upon the recorded plat map hereinafter referred to as Heritage Peaks recorded by Reginald Roberts on the ____ day of September, 2010.

H. Owner - shall mean the recorded owner of a lot, including a contract purchaser, but excluding anyone having an interest in a lot as security for the performance of an obligation.

I. Principal Residence - shall mean the single-family residential structure, constructed on any lot of the property, which is the principal use of such lot, and to which other authorized structures on such lot are necessary.

4. **Association Membership.** Every owner of a lot within Heritage Peaks subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment.

5. **Voting Rights.** The Association shall have one class of voting membership. Members shall all be lot owners and shall be entitled to one vote for each lot owned.

6. **Meetings.** As the original developer and owner of the subdivision, Reginald Roberts shall act as the Chairperson of the owners association and remain as such until such time as the Declarant completely divests itself of ownership of the subdivision. At such time as the Declarant completely divests itself from ownership of the subdivision, a representative from each lot owner within the subdivision shall rotate the responsibility of acting Chairperson every two years. The Chairperson shall call and conduct an annual meeting of lot owners, and shall meet from time to time as necessary to administer and enforce these covenants. Written notice of any meeting shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. Notice may be given by U.S. mail, email, or fax. The lot owners of both lots must be present in person or via telephone to continue any meeting. The owners through the purchase of their lots agree to serve on the Committee. The Committee shall adopt such rules for the conduct of its business as are appropriate, including designation of officers and procedure for annual meetings of lot owners.

7. **Committee.** The Committee, until one of the lots is sold to a party other than declarant, shall consist of the Declarant. Upon the sale one of the lots, the owners shall hold a special meeting to designate a representative from each lot owner to act as the Committee. The then existing Committee shall function until new representatives are designated by the respective lot owners and the representatives assume their respective positions. Newly designated representatives of the respective lot owners shall fill vacancies in the Committee caused by death, resignation or inability to act. All Committee members shall be owners of lots within the Heritage Peaks. The Committee shall consist of two (2) members.

8. **Building Permit.** No building, fence, or other improvement, shall be constructed, erected, or maintained on any lot or tract, nor shall any addition thereto, or alteration therein be made until the ideas, plans, and specification, shall have been submitted to the Committee for comments. Comments of representatives of the Committee are not binding on the lot owner.

10. **Development and Land Use Restrictions.** All development and use shall conform to the following requirements:

A. "Night Sky" Lighting and County land use regulations - Conformity with any and all applicable land use regulations of Teton County shall be required, in addition to the requirements of these covenants. In case of any conflict, the more stringent requirements shall govern. Specifically, all lighting is to be shielded and confined with property lines in accordance with Teton County "Night Sky" zoning ordinance 9-4-12.

B. Residential Use - All lots and tracts are hereby restricted in use for residential purpose only, and neither the premises, nor any improvements thereon shall be used for any commercial, industrial, public, illegal or immoral purposes and no nuisance shall be maintained or permitted to exist thereon. Home offices and/or private music or art lessons are allowed if they do not create an amount of traffic that would be considered burdensome by a reasonable and prudent neighbor. No parking shall be allowed at any time on the common roads within the development due to fire protection and snow removal requirements.

C. Construction - All construction and alteration shall comply with provisions of the Teton County, Idaho, building, health, and safety codes as may be applicable to the subdivision. All construction shall comply with the following minimum construction standards:

i. Set backs. All residences with minimum set backs of 30 feet in the front, 30 feet at the sides and 40 feet in the rear of all Lots.

ii. Landscaping. Landscaping irrigation by well water shall be limited to .5 (1/2) acre. Landscaping is measured from structure, walks, driveways, or apparatus, whichever is greater. Irrigation water from the appurtenant water rights of the subdivision will be shared equally between both lot owners with preference given to irrigation of pastures first, open space second, and private lots third.

iii. Type and Character of Design. All construction shall be of custom quality. "Manufactured" homes will not be permitted. Wood shall be the dominant theme. All barn structures shall have wood/rock exteriors. All exterior colors, textures and materials, including roof materials, must be non-reflective.

iv. Residence Size Requirements. No primary residence shall be erected on any Lot having total floor area of the main structure, exclusive of open porches, garages, patios, exterior stairways and landings, of less than 2,000 square feet. In the event a residence has more than one story, the ground floor area shall have at least 1,000 square feet. No guest home shall be erected on any Lot having a total floor area of the main structure, exclusive of open porches, garages, patios, exterior stairways and landings, of less than 800 square feet.

D. Utilities - Electrical and telephone lines have been installed underground along the roadway and across the roadway. Connections from the lots within the property to the underground utility lines shall be completed at the lot owners expense and shall be underground.

E. Temporary Structure Prohibited - No temporary structures, such as trailers, tents, shacks or other similar buildings shall be permitted on any lot, except during construction as authorized by the both representatives of the Committee. No boat, travel trailer, recreational vehicle, motor home, camper or similar vehicle shall be allowed or stored on any lot unless it is appropriately garaged or appropriately screened. No travel-trailers, boats, tents, temporary structures or like improvements shall be used as a residence in the Development at any time, except for temporary guests who stay no longer than two weeks.

F. Maintenance - Each lot and all improvements thereon shall be maintained in clean, safe and sightly condition. Boats, motors, tractors, vehicles other than automobiles and pickups, campers when off the truck, snow removal equipment, and garden or maintenance equipment or parts thereof shall be kept at all times except when in actual use within an enclosed or appropriately screened structure. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, or scraps or refuse or trash shall be kept, stored or allowed to accumulate on any lot except as appropriately screened from view. Lots shall be mowed regularly. Noxious weeds must be kept under control at all times at the expense of the owner, and lots should not be left in an uncared for condition. Failure of any lot owner to control weeds on his lot, properly contain garbage or reasonably mow his law shall result in the other lot owner correcting the situation and assessing the offending lot owner for the expense incurred.

G. Noxious or Offensive Activities - No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their lots, or in their use of the

RECEIVED

NOV 28 2008

DEPARTMENT OF
WATER RESOURCES

DISTRICT COURT-SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

NOV 26 2008

Clerk
Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

)
) Water Rights: 22-13667,
) 22-13668 & 22-13669

)
) ORDER OF PARTIAL DECREES
)
)

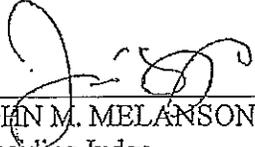
On December 22, 2006, the Idaho Department of Water Resources filed its *Director's Report for Basin 22, Part II, Reporting Area 17, for Irrigation and Other Water Rights*, which included a recommendation for water right 22-00336.

On January 29, 2007, the Idaho Department of Water Resources filed a *Notice of Completed Administrative Proceeding and Amended Director's Reports* notifying the Court that water right 22-00336 had been split into water rights 22-13667, 22-13668 and 22-13669. No objections were filed to the *Amended Director's Reports* and the time period for filing objections has expired.

Therefore, IT IS ORDERED that the above-captioned water rights be decreed as set forth in the attached *Partial Decrees Pursuant to I.R.C.P. 54(b)*.

DATED

November 26, 2008.


JOHN M. MELANSON

Presiding Judge

Snake River Basin Adjudication

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 22-13667

DISTRICT COURT-SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho
NOV 26 2008
By _____
Clerk
Deputy Clerk

NAME AND ADDRESS: EDNA HOPKINS
PO BOX 61
TETONIA, ID 83452

SOURCE: SOUTH LEIGH CREEK TRIBUTARY: TETON RIVER
UNNAMED STREAM TRIBUTARY: SPRING CREEK

QUANTITY: 0.58 CFS

PRIORITY DATE: 06/01/1897

POINT OF DIVERSION: T06N R45E S34 SESENW Within Teton County
SENW

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-15 TO 10-31	0.58 CFS

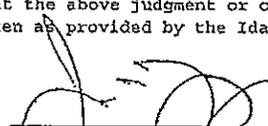
PLACE OF USE: Irrigation Within Teton County
T06N R45E S34 SWNW 0.5 SENW 13.0
13.5 Acres Total

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

01/23/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 22-13668
NAME AND ADDRESS: D & R ROBERTS FAMILY LTD PARTNERSHIP
PO BOX 417
DRIGGS ID 83422

SOURCE: SOUTH LEIGH CREEK . TRIBUTARY: TETON RIVER
UNNAMED STREAM TRIBUTARY: SPRING CREEK

QUANTITY: 0.150 CFS

PRIORITY DATE: 06/01/1897

POINT OF DIVERSION: T06N R45E S34 SENW Within TETON County
T06N R45E S34 SESENW Within TETON County

PURPOSE AND PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/31	0.150 CFS

PLACE OF USE:

<u>IRRIGATION in TETON County</u>	
T06N R45E S34 SWNW 1.90	T06N R45E S34 SENW 1.70

3.6 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Source is also known as Little Dry Creek for one of the points of diversion.

This right is a split from former right 22-336 .

Right includes accomplished change in source pursuant to Section 42-1425, Idaho Code.

Water is delivered through Hopkins Ditch.

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

01/23/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 22-13669

NAME AND ADDRESS: DONETTA ANDERSON
1666 E COUNTRY LN
ERDA UT 84074

SOURCE: SOUTH LEIGH CREEK
UNNAMED STREAM

TRIBUTARY: TETON RIVER
TRIBUTARY: SPRING CREEK

QUANTITY: 0.470 CFS

PRIORITY DATE: 06/01/1897

POINT OF DIVERSION: T06N R45E S34 SENW Within TETON County
T06N R45E S34 SESENW Within TETON County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/15 10/31	0.470 CFS

PLACE OF USE: IRRIGATION in TETON County

T06N R45E S34	SESNW	6.10	T06N R45E S34	SENW	5.00
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11.1 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

Source is also known as Little Dry Creek for one of the points of diversion.

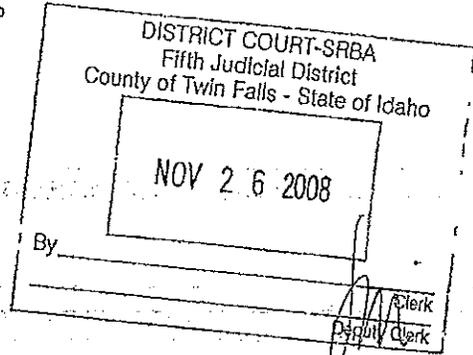
Right includes accomplished change in source pursuant to Section 42-1425, Idaho Code.

Water is delivered through Hopkins Ditch.

This right is a split from former right 22-336 .

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 22-13669



NAME AND ADDRESS: DONETTA ANDERSON
1666 E COUNTRY LN
ERDA, UT 84074

SOURCE: SOUTH LEIGH CREEK TRIBUTARY: TETON RIVER
UNNAMED STREAM TRIBUTARY: SPRING CREEK

QUANTITY: 0.47 CFS

PRIORITY DATE: 06/01/1897

POINT OF DIVERSION: T06N R45E S34 SESENW Within Teton County
SENW

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-15 TO 10-31	0.47 CFS

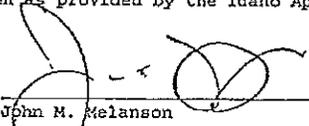
PLACE OF USE: Irrigation
T06N R45E S34 SWNW 6.1 Within Teton County
11.1 Acres Total SENW 5.0

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication