



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 . The planning staff is also available to discuss applications and answer questions prior to receiving an application.

SECTION I: PERSONAL AND PROPERTY RELATED DATA

Owner: Neil and Virginia Griqqs (Dreamcatcher Estates, LLC)

Applicant: " E-mail: grannygriqqs.24@hotmail.com

Phone: (208) 520-5456 Mailing Address: 2375 S. Rimrock

City: Idaho Falls State: ID Zip Code: 83401

Engineering Firm: Nelson Engineering Contact Person: ERIC Phone: (307) 733-2087

Address: P.O. Box 1599 4305 Cache St E-mail: _____
Jackson, WY 83001

Location and Zoning District:

Address: _____ Parcel Number: _____

Section: #30 Township: T5 North Range: 46 E Section 30 Total Acreage: 49.53 acres

Proposed Units/Lots: 10 Proposed Open Space Acres: 24.23 acres

Driqqs Proposing a Subdivision Zoning: A 2.5 A 20 ADR1 ADR 2.5

Proposing a Planned Unit Development Planned Community Rural Reserve

- Latest recorded deed to the property Affidavit of Legal Interest
- 60% of total base fee (see current fee schedule)
- Concept Plan approved on _____
- \$1500.00 minimum retainer for Nutrient Pathogen Evaluation Review, as applicable

Fees are non-refundable.

Wendy Danielson

From: Maureen Green
Sent: Wednesday, September 12, 2012 3:48 PM
To: Wendy Danielson
Subject: RE: taxes - Dreamcatcher Estates

All of the 2011 taxes have been paid on the Dream Catcher Estates, LLC properties.

Thanks,
Maureen

From: Wendy Danielson
Sent: Wednesday, September 12, 2012 1:03 PM
To: Maureen Green
Subject: taxes - Dreamcatcher Estates

Maureen,

Can you please check the status of the taxes on all parcels in The Willows subdivision including the open space? This should include the open space lots too. I believe they are all owned by Dreamcatcher Estates.

Thank you!

Wendy Danielson
Land Use Services Assistant
Teton County Idaho
150 Courthouse Dr. Room 107
Driggs, ID 83422
208-354-2593 x201



_____ Information from ESET NOD32 Antivirus, version of virus signature database 7471 (20120912)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

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The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>



Inc. 1910

102 Years

60 S Main St | PO Box 48 - Driggs, ID 83422 | Ph: 208-354-2362 | Fax: 208-354-8522 | www.driggs.govoffice.com

May 6, 2012

Dreamcatcher Estates LLC
3101 Valencia Drive
Idaho Falls, Idaho 83404

Re: The Willows Second Filing Sewer and Water Service

Dear Dreamcatcher Estates, LLC:

In response to your request for access to the City of Driggs water and/or wastewater treatment facilities, I am pleased to inform you, that you qualify for access to the requested services, and it is the policy of the City of Driggs to make every reasonable effort to provide such services in a timely manner.

Access is limited to available capacities, but as demand dictates, the City has historically, and anticipates continuing to expand our available services. At the present time, there is capacity for continued growth at the projected rates, and the process of expanding our facilities is continuously under evaluation with the end goal being continuous service to all existing customers as well as future growth customers.

We look forward to providing you with the requested services when your demand dictates.

Sincerely,

A handwritten signature in black ink, appearing to read "D. J. Powers".

Mayor Daniel J. Powers

DEVELOPMENT PHASING AGREEMENT
FOR
THE WILLOWS SUBDIVISION

This DEVELOPMENT PHASING AGREEMENT FOR THE WILLOWS (the "Phasing Agreement") is made and entered into this ___ day of _____, 2012 by and between the **City of Driggs, Idaho**, a municipal corporation (hereinafter referred to as "City"), **Teton County, Idaho**, a political subdivision of the State of Idaho (hereinafter referred to as "County") and **Dream Catcher Estates, LLC**, an Idaho limited liability company (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, Developer owns the property specifically described on Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, Developer has submitted and the County has approved a preliminary subdivision plat for The Willows subdivision for the Property, which proposes phased development;

WHEREAS, the Driggs Subdivision Ordinance No. 259-05, adopted by the County, allows a preliminary plat approval to be valid beyond one year if such approval is extended as part of a phasing agreement;

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the covenants and promises set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Developer has submitted a preliminary plat for development of the Property and proposes the following development: The Willows (the "Subdivision").
2. The City and County have approved the Subdivision preliminary plat.
3. The Developer intends to submit Final Plats for each of the proposed development phases according to the schedule and conditions below:

2014

Phase I – Final Plat to be submitted within two (2) years of Preliminary Plat Approval.

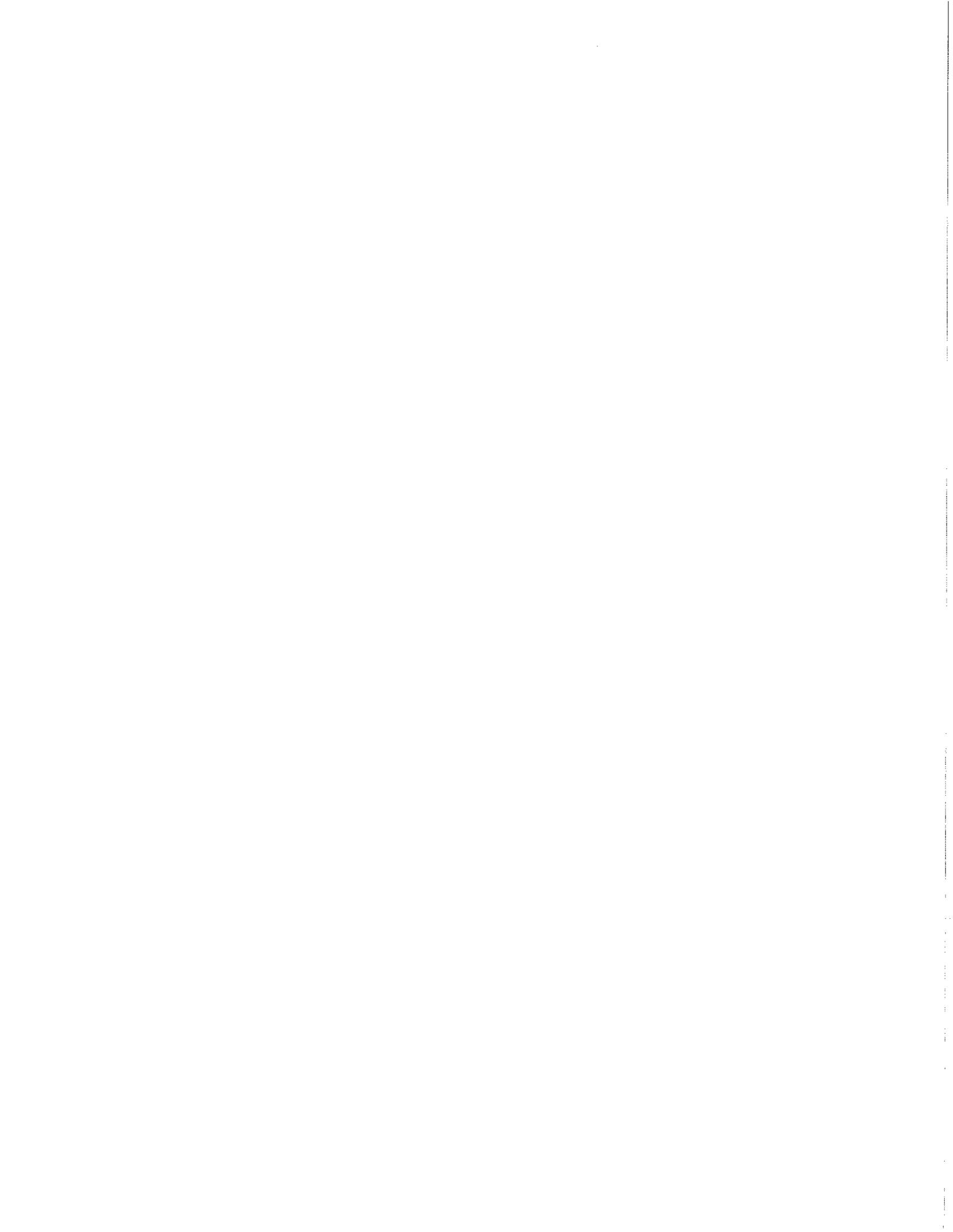
2017

Phase II – Final Plat to be submitted within five (5) years of Preliminary Plat Approval. Final Plat for Phase II may not be submitted until the Final Plat for Phase I has been recorded.

2020

Phase III – Final Plat to be submitted within eight (8) years of Preliminary Plat Approval. Final Plat for Phase III may not be submitted until the Final Plat for Phase II has been recorded.

4. The City and County agree that the Subdivision preliminary plat approval shall remain valid for a period of eight (8) years from the date of preliminary plat approval by the County unless the Developer defaults in the performance of the schedule or conditions listed section 3 above.
5. The County may also invalidate the preliminary plat approval for failure to remedy any default of a developer agreement between County and Developer or City and Developer for the Subdivision.
6. Miscellaneous Provisions:
 - a. This Agreement and the approved preliminary subdivision plat submitted by the Developer contain the entire phasing agreement of the parties.
 - b. All covenants and conditions set herein shall be appurtenant to and run with the subdivision and shall be binding upon Developer's heirs, successors or assigns.
 - c. The parties agree that the relationship created by this Agreement is solely that of a private Developer and the County and City. Nothing in this agreement shall create the Developer, County or City as an agent, employer, employee, legal representative, partner or subsidiary of the other.
 - d. This Agreement may only be modified in writing and shall be executed by all parties hereto.
 - e. The failure of any party to insist upon strict performance of any term of this Agreement shall not be considered a waiver of any term of this Agreement. All terms of this Agreement shall remain in full force and effect.
 - f. All notices in connection to this Agreement shall be in writing and shall be deemed delivered to the addresses when delivered in person on a business day at the address set forth under the signatures of this agreement below or on the same day as deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the address set forth under the signatures of this agreement below.
 - g. This Agreement shall be construed and enforced pursuant to the laws of the State of Idaho.
 - h. If any party shall bring suit against another party to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.
 - i. If any term of this Agreement is declared invalid, illegal or unenforceable, the remainder of this Agreement shall remain operative and binding.
 - j. This Agreement shall be signed in triplicate originals. Each party shall receive one original of this Agreement.
 - k. The Developer 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 be responsible for all recording fees associated with this Development.



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 FOR THE WILLOWS, SECOND FILING, PHASE I

THIS AGREEMENT is made and entered into as of the ___ day of _____, 2012, by and between Dream Catchers Estates LLC and/or assigns (hereafter "Developer") and Teton County Idaho, a political subdivision of the State of Idaho (hereafter "County").

WHEREAS, the Subdivision was approved under Teton County Code in effect on May 6, 2011, the date of application filing.

WHEREAS, it is the intent and purpose of the Developer to meet the conditions of approval for the final plat allowing the creation of The Willows, Second Filing – Phase I, 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 The Willows, Second Filing – Phase I 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 The Willows, Second Filing – Phase I.

- 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 _____ whose address is commonly known as _____, 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 shall, at its sole cost and expense, complete the road construction, install entrance (completed) and street signs, install telephone and electrical service, install fire protection, install approved landscaping, stabilized and re-seed areas of the Property disturbed by installation of Improvements, and complete all other required infrastructure as detailed in the The Willows, Second Filing – Phase I Improvement plans dated _____, 20__ , recorded in the Teton County Clerk and Recorders office on _____, 20__ . Developer agrees that such Improvements shall be installed in compliance with the Driggs Subdivision Code and Public Works Standards and any design and engineering standards separately adopted by the County or other agencies responsible for providing services to the Development. The Nelson Engineering’s estimated cost to complete all Improvements as of _____ 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, as set forth in Section 8 hereof. Copies of the approved Improvement Plans are shown in Exhibit C 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 obtain 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 for public use: Salix Way. 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 80% of the lots or units have been sold. The Owner/Developer/Homeowner’s Association may 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. The Developer shall construct all off-site Improvements shown on the recorded Improvement Plans for The Willows, Second Filing – Phase I 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.

Section 6. Building Permits. 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.

Section 7. Schedule for Completion of the Improvements. The Developer shall either complete construction of the Improvements prior to recording the development final plat, or shall submit a financial security guarantee as provided for in Section 17, and complete construction of the Improvements within two (2) years after recording the development final plat.

Section 8. Extensions of Time. The Developer may be allowed extensions of time for commencement of construction, or for beyond the completion date, for unavoidable delays such as 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. 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. The application for a development agreement extension must be submitted to the Planning Department before the expiration of the original development agreement.

Section 9. 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 bond installment 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. This means that trash, weeds, dust, erosion, and sedimentation control on the Property will be fully the responsibility of the current owner of the Property.

Section 10. Open Space Management Plan. The Developer has provided an Open Space Management Plan (Exhibit D), addressing long term management and control of all open space areas on the Property, and including an annual survey of the property to map weeds and methods to control those weeds.

Section 11. 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 12. Inspection. Prior to construction of the Improvements, Developer shall have a pre-construction meeting with Teton County Planning and Engineering representatives, City of Driggs Public Works Director, 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. Requests for significant deviation from the Improvement Plans may, at the discretion of the County Engineer or County Prosecuting Attorney, require a public hearing before the Board of County Commissioners.

Section 13. Inspection Fees. *(this may or may not apply)* The Developer agrees to pay the inspection fees as required by _____.

Section 14. 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 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, 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. 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. 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 17. Financial Security Guarantee. 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 final plat being recorded, obtain and provide the County 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: 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 or 6 months after the expiration date of this Development Agreement; 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 maintain 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. 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 16 to guarantee the correction of any defects or deficiencies.

Section 18. 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 The Willows, Second Filing – Phase I 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 19. 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 20. 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 21. Transfer of Lots or Units. No lots or units may be offered for sale or sold (warranty deeds transferred) prior to final Improvement completion and a Certificate of Completion being issued by the County.

Section 22. Open Space and Unsold Lot Maintenance. 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
150 Courthouse Drive, Rm. 107
Driggs, Idaho 83422

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

Dream Catcher Estates, LLC
3101 Valencia Drive
Idaho Falls, Idaho 83404

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 Improvement plans, 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 Developer 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 be responsible for all 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 The Willows, Second Filing – Phase I 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. 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 Records 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

Kathryn Rinaldi, Chair

STATE OF IDAHO)
) ss:
COUNTY OF TETON)

On this ____ day of _____, 20__, before me, a Notary Public for the State of Idaho, personally appeared Kathryn Rinaldi, Chair, 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 _____

(Virginia Lee Griggs)

(Manager, Dream
Catchers Estates, LLC

STATE OF _____)
) ss:
COUNTY OF _____)

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

(SEAL)

Notary Public
Residing _____
Commission expires _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

DRAFT

February 28, 2011

TETON COUNTY
PLANNING & ZONING

MAR 03 2011

RECEIVED

Teton County Planning and Zoning
150 Courthouse Drive
Driggs, Idaho 83422

Dear Angie Rutherford,

We would like the County to consider giving us an extension of time to start Phase I of The Willows Development. It is obvious that in our present market, it would not make sense to start infrastructure and try to sell lots. That infrastructure would sit idle for the next few years. I believe it is possible that it would sit up to five (5) years before we had any market.

As you can see by our new-proposed development map of The Willows, we have made significant changes to our present-approved development map. We feel these changes go a long way in meeting the new standards for what Teton County would want in their present concept of a residential development.

Our goal from the very beginning has been to develop this property in a way to allow not only keeping, but improving, the natural habitat while allowing for a residential area that the people of Driggs and our family would be proud.

We would ask that the County extend our present Development Agreement for at least five (5) years. We are hopeful that the economic atmosphere will improve and allow us to continue with Phase I during this time period. Also, in Exhibit B, a copy of the letter we sent to Doug and the City, we asked to be allowed to not be forced to maintain a "letter of credit" during this period. If you allow us this exemption, we would expect the condition that we could not sell any lots or start construction of the infrastructure until we then provided the County with a current "letter of credit".

As stated in Exhibit B, we cannot maintain the 115% that was required to be deposited in the bank without it becoming stressful financially for us. Your developmental agreement extension now requires 125% of our monies required to be deposited in the bank. Under these economic conditions, a "letter of credit" would not be possible to obtain.

We hope the County takes our present position into consideration. We have worked very hard the past few years with all parties in the Valley who are concerned about this project. Our largest expense to date has been obtaining the new LOMAR. Because of the unexpected amount of work required and time lapse of two (2) years, it delayed us from developing The Willows when there was a market for lots. The positive aspect for The Willows is we now have the correct FEMA map which correctly defines the flood plane and the floodway areas. If we had used the old FEMA map, we could have had similar problems to what has occurred downstream from us.

It is obvious that we have missed the market for The Willows project because of the time taken for the new LOMAR. This has put us in a financially stressed position. Obviously we expected to sell lots when we started this project. A positive outcome of our time and expense in developing the new LOMAR has helped establish correct standards, not only for The Willows, but for all other projects along the Teton Creek.

Again, we are very willing to work with all parties of interest on creating our project, The Willows. We want it to fit within the present vision of the City and County for new residential developments.

My brother, Floyd Hill, and I will be in Driggs on Thursday, March 10, 2011 and plan to meet with the Friends of Teton River and VARD to obtain their input on our new plan. We would like to meet with you on that same date, if possible. We will call to set an appointment.

Thank you for your Consideration

Neil and Virginia Griggs