Recording Requested By and
When Recorded Return To:

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

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT
FOR Walipini SUBDIVISION (or PUD)

THIS AGREEMENT is made and entered into as of the_____ day of _____, 20 21, by and between Bradley N. Dickey and/or assigns (hereafter "Developer") and Teton County Idaho, a political subdivision of the State of Idaho (hereafter "County").

WHERAS, the Subdivision was approved under the _____, 20 21 Teton County Code.

WHEREAS, it is the intent and purpose of the Developer to meet the conditions of approval for the final plat allowing the creation of Walipini Subdivision, as approved by the Board of County Commissioners of Teton County on October, 20 21.

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 Walipini 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 Walipini 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 Bradley N. Dickey___ whose address is PO Box 11231, Jackson, WY___, 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 6___ phases. The Developer shall, in conjunction with each phase, and at its sole cost and expense, complete the road construction, install entrance and street signs, install telephone and electrical service, install fire protection, install approved landscaping, stabilized 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 Walipini Subdivision Improvement plans dated _____, 2021, recorded in the Teton County Clerk and Recorders office on _____, 2021. Such Improvements shall be constructed so that each phase is "stand alone" in terms of providing Improvements to the lots and units in that phase. Developer agrees that 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 Walipini Subdivision's estimated cost to complete all Improvements as of _____, 2021 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. The phasing plan for the Development is 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 issue a building permit for a dwelling within the Development. Such signs shall be non-reflective and built in accordance with Teton County requirements, and in a size and shape appropriate to meet ASHTO standards.

Section 4. Public Improvements. The Developer shall designate the following roads as private for public use: Walipini Lane, n/a, n/a, and n/a. 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.

Section 5. Off-Site Improvements. The Developer shall construct all off-site Improvements shown on the recorded Improvement Plans for Walipini Subdivision 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 as provided for in Title 9 of the Teton County Code and Section 41 of this Agreement.

Section 6. Building Permits. No lots or units may be offered for sale or sold (warranty deeds transferred) prior to recordation of the final plat which shall be approved upon completion of improvements according to the Improvement Plan. 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 Commencement and Completion of the Improvements. The Developer shall commence construction of the Improvements for Phase One within ____ years after the recording of the approved final plat, and will complete construction of the Improvements within _____ years after commencement of construction of such Improvements. Subsequent phases shall complete the Improvements no later than ___ years from the effective date of the Development Agreement for each phase. 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 upon application and granting of such request by the Board of County Commissioners. However, except for extensions for commencement of Improvements allowed for such unavoidable delays, if Developer does not commence construction of the Improvements within 0____ years of recording of the final plat, the Developer will lose its approvals and entitlements for Walipini Subdivision and will have to reapply for approval for any planned unit development or subdivision under the then current County subdivision ordinance. If the developer does not complete construction of the Improvements by October, 20 21, the Developer will lose its approvals and entitlements and will have to reapply for approval under the then current County subdivision ordinance. The County may choose to use the posted surety to complete the Improvements if the developer has not done so and there is a public benefit to having the Improvements complete.

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

Section 9. Request for Additional Phases. Any request to the County for additional phase(s) shall be made at the same time the application is made for the final plat.

Section 10. Extensions of Time. The Developer may be allowed extensions of time for commencement of construction, or for beyond the completion date, for unavoidable delays 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 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. The application for a development agreement extension must be submitted to the Planning Department before the expiration of the original development agreement.

Section 11. 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. The subdivision Improvements will be completed within 6 months after construction begins, and no later than October, 20 21. The Developer will be solely and fully responsible for the supervision of subcontractors 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:

Phase	Start Date	Completion Date
One	August 2020	October 2020
Two	July 2021	October 2021

Section 12. Control of trash, weeds, dust, erosion, and sedimentation. The Developer shall be fully responsible for all dust abatement, erosion, sedimentation, weed, and trash control on the Property. Developer shall use best management practices and industry standards for control. Trash shall be contained at all times. Dumpsters and sanitary facilities are required on site during every phase of construction. Final 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 13. Open Space Management Plan. The Developer shall provide a complete open space management plan that includes long term management and control of all open space areas on the Property. The plan must address weed control and include an annual survey of the Property to map weeds and methods to control those weeds.

Section 14. 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 15. Inspection. Prior to construction of the Improvements, Developer shall have a pre-construction meeting with Teton County Planning and Engineering representatives, the Fire

Marshal for the Teton County Fire Protection District, and the Developer's engineer and contractor. The Developer's engineer shall make regular inspections and maintain control of the Development while it is under construction. Representatives of the County shall have the right to enter upon the Property at any reasonable time to inspect and to determine whether the Developer is in compliance with this Agreement. The Developer shall permit the County and its representatives to enter upon and inspect the Property at reasonable times. The Developer will not materially deviate from the recorded Improvement Plans without the prior written approval of the County Engineer, which approval will not be unreasonably withheld.

Section 16. Inspection Fees. *(this may or may not apply)* The Developer agrees to pay the inspection fees as required by _____.

Section 17. 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. The 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 standards. 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. After this written acceptance is received, the Developer shall record the record plat and will be able to sell lots in the development.

Section 18. 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 19. 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 20. 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 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 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 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 21. 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 Walipini 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 22. 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 23. 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 24. 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. 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 25. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 26. 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 27. 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:

Bradley Dickey
PO Box 11231
Jackson, WY 83002

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 28. 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 29. 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 Walipini 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 30. Amendments or Alterations. All changes, amendments, omissions, or additions to this Agreement shall be in writing and shall be signed by both parties.

Section 31. 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 32. 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 33. 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 34. 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 35. 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 36. 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 37. 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 38. 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 39. No Waiver of County Rights. No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision nor will it be deemed to constitute a continuity waiver unless expressly provided for; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any obligation under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement. Developer acknowledges that Teton County reserves the right to revoke all approvals for (name of subdivision/PUD) upon failure to comply with the conditions of approval of Final Plat, upon any of the violations of Teton County Title 9, or for misrepresentations or material omissions made to the Teton County Planning Commission or Board of County Commissioners.

Section 40. Mitigation of Teton County for Road Improvements. Upon the issuance of a Certificate of Completion of Walipini 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 _____

Section 41. Community Enhancements. The Developer hereby pledges $_____ from the proceeds of each lot closing in Walipini 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 42. 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 43. 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.

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

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

Agreed:

BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, IDAHO

_____
Chairman, Teton County Board of
County Commissioners

STATE OF IDAHO)
) ss:
COUNTY OF TETON)

On this ____day of _____, 20__, before me, a Notary Public for the State of Idaho, personally appeared_____, 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_____

_____

_____
(Owner, President or
Managing Director)

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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A Parcel of land located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) Section 19, Township 3 North, Range 46 East, Boise Meridian, Teton County, Idaho, being that Parcel of land conveyed by that deed recorded as instrument number 240147 in the Office of the Clerk and Recorder of Teton County Idaho, being more particularly described by metes and bounds as follows:

COMMENCING at the Quarter Section Corner common to Sections 19 and 30, being marked by a 1 inch diameter steel pipe with a 2-1/2 inch GLO Brass Cap inscribed "U.S. GENERAL LAND OFFICE SURVEY 1913" along with other markings;

THENCE N 00°47'52" W, 1904.48 feet, along the north-south mid-section line of said Section 19 to a point;

THENCE departing said mid-section line, N 89°19'23" E, 250.59 feet, to the POINT OF BEGINNING, marked with 5/8 inch diameter rebar with a 2 inch diameter aluminum cap inscribed "PLS 19140" set this survey, said point lies in the Old Jackson Highway County Road;

THENCE N 05°57'22" W, 325.07 feet, along said Old Jackson Highway, to a point marked with 5/8 inch diameter rebar with a 2 inch diameter aluminum cap inscribed "PLS 19140" set this survey;

THENCE N 88°16'29" E, 22.18 feet, to a point of intersection with the easterly right-of-way line of said Old Jackson Highway, said point being marked by a plastic cap inscribed "LS 2860" found this survey;

THENCE continuing N 88°16'29" E, 592.33 feet, to a point marked by a plastic cap inscribed "LS 2860" found this survey;

THENCE N 00°44'06" W, 136.74 feet, to a point marked by a plastic cap inscribed "LS 2860" found this survey;

THENCE N 88°57'55" E, 339.21 feet, to a point marked by a plastic cap inscribed "LS 2860" found this survey;

THENCE S 00°41'04" E, 453.59 feet, to a point marked by a plastic cap inscribed "LS 2860" found this survey;

THENCE S 88°04'12" W, 871.97 feet, to a point of intersection with the easterly right-of-way line of said Old Jackson Highway, said point being marked by a plastic cap inscribed "LS 2860" found this survey;

THENCE continuing S 88°04'12" W, 51.88 feet, to the POINT OF BEGINNING.

Said Parcel encompasses 8.0 acres, more or less.

Subject to that Old Jackson Highway County Road Right-Of-Way.

EXHIBIT B
ENGINEER'S COST ESTIMATE

WALIPINI SUBDIVISION: PHASE 2 IMPROVEMENTS
ENGINEER'S ESTIMATE OF PROBABLE COST

Prepared for Bradley Dickey
Prepared by Harmony Design & Engineering
Project # 10022-283-1
Date: 4/23/2020

DESCRIPTION	UNIT	QUANTITY	UNIT COST	SUBTOTAL	TOTAL
MISCELANEOUS					
MOBILIZATION	LS	1	$4,000.00	$4,000	
CONSTRUCTION STAKING	LS	1	$3,000.00	$3,000	
TEMPORARY EROSION CONTROL	LS	1	$1,000.00	$1,000	
TOTAL MISCELANEOUS					**$8,000**
ROAD					
CLEARING AND GRUBBING	SY	3,567	$0.45	$1,605	
TOPSOIL STRIPPING (ASSUME 1' AVE. DEPTH)	CY	1,189	$3.00	$3,567	
EXCAVATION AND EMBANKMENT	CY	1,320	$12.00	$15,840	
PIT RUN	CY	410	$22.00	$9,017	
2" MINUS	CY	188	$25.00	$4,691	
3/4" MINUS	CY	153	$42.00	$6,430	
18" CULVERT	LF	72	$65.00	$4,680	
SIGNS (COMBINATION "STOP" AND "STREET NAME")	EA	1	$600.00	$600	
TOTAL NEW ROAD					**$41,150**
UTILITIES					
UTILITY TRENCHING	LF	500	$7.00	$3,500	
ELECTRIC	LF	500	$7.00	$3,500	
TOTAL UTILITIES					**$7,000**
REVEGETATION AND LANDSCAPING					
EROSION MATTING FOR 2:1 SLOPES	SY	764	$1.00	$764	
TOPSOIL AND SEED DISTURBED AREAS	SY	3,567	$0.45	$1,605	
HABITAT MITIGATION AND SCREENING LANDSCAPING	LS	1	$6,000.00	$6,000	
TOTAL REVEGETATION AND LANDSCAPING					**$8,369**

TOTAL	$64,519
15% CONTINGENCY	$9,677.79
TOTAL ESTIMATE	**$74,196**

NOTICE:

This opinion of probable cost has been prepared solely as a general reference document for the information of the Client listed above. This opinion of probable cost has not been prepared by a cost estimator or contractor opinion of probable cost has been fashioned in part to help meet the unique needs of the Client. Reliance on this opinion by any party other than Client is expressly forbidden, except with the express written permission of the Client and Harmony Design, Inc.

EXHIBIT C
PHASING PLAN

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PHASING PLAN

The Wailipini Subdivision is to be constructed in two (2) Phases.

PHASE 1:

Phase 1 shall consist of creation of Lot 1. No improvements are proposed with Phase 1.

PHASE 2:

Phase 2 shall consist of Lots 2 and 3 and will include all proposed improvements including construction of Walipini Lane as shown on the Improvement Plans and installation of dry utilities.