



NAME OF SUBDIVISION/PLANNED UNIT DEVELOPMENT DEVELOPMENT AGREEMENT EXTENSION APPLICATION

The Planning Administrator or his or her designee will review this application. It will then be scheduled for review by the Board of County Commissioners. The planning staff is available to discuss this application and answer questions. The burden of proof is on the applicant to demonstrate that the application meets the criteria for approval. It is recommended that the applicant review Title 9, Section 9-3-2 (D-7-f) of the Teton County Code prior to submittal. This Title and application are available on the County website at www.tetoncountyidaho.gov.

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: RANDALL FOES

Applicant: RANDALL FOES E-mail: randallfoes@gmail.com

Phone: (208) 201-1243 Mailing Address: 5115 PINE DR

City: VICTOR State: ID Zip Code: 83455

Engineering Firm: A B W Contact Person: Drew Phone: (208) 787-2952

Address: _____ E-mail: _____

SECTION II: APPLICATION NARRATIVE

The Development Agreement should be extended for the following reason(s): (provide detailed narrative and documentation that substantiates your request. The considerations used the Board of County Commissioners are in Section III on the reverse side. Address only those criteria that apply and describe the unique or extraordinary circumstances that make the criteria applicable. An attached sheet or sheets may be used.)

The secure financial surety for the development was with First Bank of the Teton.
Existing cut to provide the road on property started full of ice & snow stopped by snow into ditch.

SECTION III: CONSIDERATIONS FOR DEVELOPMENT AGREEMENT EXTENSION APPROVAL

Conditions of Approval for Development Agreement Extensions

All Development Agreement extensions shall have the following conditions of approval written into the amended development agreement:

- A. A recent engineer's cost estimate (less than 90 days old) approved by the County and calculated at 125% of the cost estimated for all remaining improvements.
- B. Financial surety in the form of letter of credit, bond, or cash deposit for the amount of the approved cost estimate ("A" above) and for a term matching or exceeding the extension period of 12 months or less, or for 12 months with guaranteed extensions for the remaining extension period for terms longer than 12 months.
- C. A two year warranty on open space and landscaping improvements and a one year warranty on all other required improvements.

I, the undersigned, have reviewed the attached information and found it to be correct. I also understand that the items listed on this application are required for my application to be considered complete and for it to be scheduled on the agenda for the Board of County Commissioners.

• Applicant Signature: Randall Fous Date: 7-8-11

I, the undersigned, am the owner of the referenced property and do hereby give my permission to Dean Moulton 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.

• Property Owner Signature: Randall Fous Date: 7-8-11

- Application Fee: In accordance with current fee schedule
- Date Received: _____
- 60% of unit base total application fees have been paid.

SECTION IV: BOARD OF COUNTY COMMISSION ACTION

APPROVED

DENIED

• Chairman Signature: _____ Date: _____

Fees are non-refundable.

Instrument # 185807

TETON COUNTY, IDAHO

2007-03-12 04:27:00 No. of Pages: 7

Recorded for : A W ENGINEERING

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to: AGREEMENT

185807 MAR 12 07 PM 4 27

TETON COUNTY
PLANNING & ZONING

MAR 2 2007

RECEIVED

Fee: 21.00

**DEVELOPMENT AGREEMENT
FOR
CORNERSTONE WEST MEADOWS SUBDIVISION**

THIS AGREEMENT is made and entered into this 12 day of March, 2007
by and between RANDALL A. FOES & LISA MARIE FOES and Teton County, Idaho.

It is the intent and purpose of the Developers to meet the conditions of approval for the final platting of CORNERSTONE WEST MEADOWS as approved by the Teton County Commission on Sept. 26, 2005; and

It is the intent and purpose of the Developers to obtain final plat approval for the subdivision. It is the intent and purpose of the Developers and the county to enter into this Agreement, which will guarantee the full and satisfactory completion of the improvements on the property described in this Agreement. It is the intent of this Agreement and the parties to satisfy the improvement guarantee requirements for the final plat recordation of the subdivision.

In consideration of the mutual covenants and conditions contained herein, it is agreed as follows:

Section 1. Subdivision Description. This agreement pertains to and includes that property, which is designated and identified as CORNERSTONE WEST MEADOWS located in Section 25, Township 5 North, Range 45 East in Teton County, Idaho. The Developers are the sole owners, in law or equity, of a certain tract of land in the County of Teton, State of Idaho, which land is more particularly described above.

Section 2. Improvements and Time of Completion. The Developers shall, at their own cost and expense, complete the road construction, the telephone, power, and fire protection. The estimated costs to complete these improvement are \$25,000.00 as shown on Exhibit A of this Agreement.

Section 3. Schedule for Completion of the Improvements. The Developers shall complete the road improvements, the telephone, and the power within two (2) years of the recording of the final plat. The Developers shall be allowed extensions of time beyond the completion date for unavoidable delays caused by strikes, lockouts, acts of God or other factors beyond the control of the Developers.

Developers intend to construct street and utility improvements within the Development that are consistent with the design specifications set forth. Developers shall be solely responsible for all costs associated with such construction.

Section 4. Inspection. Representatives of the County shall have the right to enter upon the property at any reasonable time to inspect and to determine whether the Developers are in compliance with this Agreement. The Developers shall permit the County and its representatives to enter upon and inspect the property at reasonable times.

Section 5. Final Inspection and Approval of Improvements. The Developers 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. Upon approval, the county shall give its written acceptance of the improvements.

Section 6. One-Year Guarantee of the Improvements. The Developers guarantees the prompt and satisfactory correction of all defects and deficiencies in the improvements that occur or become evident within one year after acceptance of the improvements by the County. If such defect or deficiency occurs or becomes evident during such period, and then the Developers shall, within ten 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 ten days after written demand from the County, the Developers shall commence the correction of the deficiency within the ten-day period and proceed with reasonable diligence to correct the same or cause it to be corrected. The guarantee 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.

In the event the Developers do not cause the improvements to be completed as outlined in this Development Agreement, Teton County is granted the authority to complete said improvements with the county's cost being provided via the **Financial Security Guarantee**.

Section 7. Financial Security Guarantee. The attached letter from First Bank of the Tetons warrants that sufficient funds are available at First Bank of the Tetons solely for the completion of the roads, electric and phone.

The amount of the escrowed funds shall be reduced upon payment to the sub-contractors for the completed and approved portion of the scheduled improvements on the subject property. Any amount remaining in the escrow account shall be paid to the developers within four banking days of the release of the payment for the final portion of the scheduled improvements.

Teton County may impose penalties on the Developers in the form of monetary fines, not to exceed the outstanding balance of work not performed or carried out at the scheduled completion date.

Section 8. Estimated dates. It is estimated the actual date construction will begin is September 15, 2005. The subdivision is estimated to be completed by September 1, 2007.

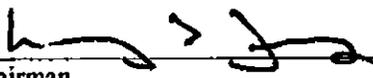
Randall A. Foes and Lisa Marie Foes, Developers, will be solely and fully responsible for the supervision of sub-contractors and timely completion of installation of roads, electric and phone.

Section 9. Transfer of lots. No lots may be sold (warranty deeds transferred) prior to the completion of the improvements and or final plat approval and furthermore no certificate of occupancy shall be given until all improvements have been completed.

Developers do hereby agree that all unsold lots and common areas will be maintained by the Developers at the Developers' sole expense.

Agreed:

BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, IDAHO


Chairman


RANDALL A. FOES


LISA MARIE FOES

State of _____)
SS

County of _____)

On this _____ day of _____, 200__, before me, a Notary Public for the State of _____, personally appeared RANDALL A. FOES AND LISA MARIE FOES known to be the persons whose names are executed above, and acknowledged that they executed the same.

Notary Public _____

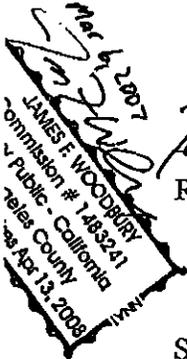
Residing _____

Commission expires _____

IN WITNESS THEREOF

The undersigned have executed this instrument this 6 day

of March, 2007.



Randall A. Foes
Randall A. Foes

Lisa Marie Foes
Lisa Marie Foes

STATE OF IDAHO)

ss

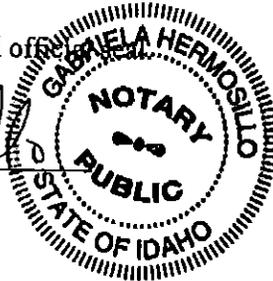
COUNTY OF TETON)

On this 12th day of March, 2007

before me, the undersigned, a Notary Public in and for said State, personally appeared ~~RANDALL A. FOES~~ and LISA MARIE FOES, ~~husband~~ and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Witness my hand and office

Gabriela Hermosillo
Notary Public

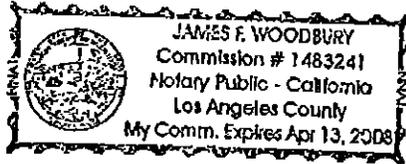


My commission expires: Sept. 22, 2012

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On Mar 6, 2007 before me, James F. Woodbury, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Randall A. Foes
Name(s) of Signer(s)



personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Declarational Covenants, Conditions and Restrictions for Cornerstone Well Meadowe Subd. W/100
Document Date: Mar 6, 2007 Number of Pages: 12

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



FINAL ENGINEER'S COST ESTIMATE

Cornerstone Subdivision

Section 25, Township 5 North, Range 44 East of B., Teton County, Idaho

| | DESCRIPTION | COST/UNIT | UNITS | COST |
|---|---|--------------|--------------|--------------|
| 1 | Electric power service | \$9.00/l.f. | 700 | 6300 |
| 2 | Telephone service | \$3.80/l.f. | 700 | 2660 |
| 3 | Road system: 24' wide base gravel road | \$11.00/l.f. | 700 | 7700 |
| 4 | Culverts and drainage for road | \$36.00/l.f. | 40 | 1440 |
| 5 | Fire protection system (Dry Hydrant in T River) | Installed | 3 | 0 |
| 7 | Trenching for utilities | \$2.00/l.f. | 700l.f. | 1400 |
| 8 | Landscape Entrance and Signs | \$1500.00 | 1 | 1500 |
| | | | TOTAL | 21000 |

PROJECT TOTAL ENGINEER'S ESTIMATED COST at 125% = \$ 28,750

=====
 This plan and proposal does not include Engineers fees, or central water or sewer systems which are not expected to be required by Teton County.

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

Sincerely,

Arnold W Woolstenhulme 11/11/2011

Arnold W Woolstenhulme P.E./L.S.

