

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 THE HILLMAN FARMS SUBDIVISION

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of this **18th day of July, 2024**, by and between Craig Hillman a married man (the “Land Owner”), Curt Behle a married man (the “Developer”) and Teton County Idaho, a political subdivision of the State of Idaho (the “County”).

WHEREAS, the Developer is the sole owner, in law or equity, of the Property; and

WHEREAS, the Development was approved under the Teton County Code effective as of the Application Date by the Teton County Board of County Commissioners on **[date of final plat approval under TCC 9-3-2(D-2-g)]** (the “Approval Date”); and

WHEREAS, it is the intent and purpose of the Developer to meet the conditions for recording the final plat allowing the creation of the Development, as set forth in Title 9 of the Teton County Code effective as of the Application Date; and

WHEREAS, it is the intent and purpose of the Developer and the County to enter into this Agreement to guarantee the full and satisfactory completion of the Required Improvements on the Property described in this Agreement; and

WHEREAS, the County has the authority to enter into a Development Agreement for the construction of the Required Improvements associated with the Development under Idaho Code § 67- 6511A .

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

1. Definitions

- 1.1 APPLICATION DATE: means **[DATE]**, the date the subdivision/PUD application for the Development was deemed complete and officially received by the County as confirmed inwriting and dated by the Planning Administrator.

- 1.2 APPROVAL DATE: is defined in the recitals.
- 1.3 CERTIFICATE OF SUBDIVISION COMPLETION: is defined in Section 10.
- 1.4 CONSTRUCTION PERMIT: is defined in Section 4.
- 1.5 COUNTY: is defined in the preamble.
- 1.6 DEVELOPER: is defined in the preamble.
- 1.7 DEVELOPMENT: The subdivision/PUD designated and identified as **Hillman Farms** located on the Property as further described in **Exhibit B**.
- 1.8 IMPROVEMENT: Any alteration to the land or other physical construction located on or off the Property that is associated with the Development.
- 1.9 FINAL APPROVAL: means issuance of a Certificate of Subdivision Completion from the Planning and Building Department of the County completed with all required signatures. The form of Certificate of Subdivision Completion is attached hereto as **Exhibit E**.
- 1.10 PROPERTY: means and refers to the certain parcel(s) of Property located in Teton County, Idaho, as described in Exhibit A.
- 1.11 RECORDED IMPROVEMENT PLANS: is defined in Section 2.
- 1.12 REQUIRED IMPROVEMENTS: is defined in Section 2.
- 1.13 TETON COUNTY STANDARDS: means the development standards and improvement standards in Title 9 of the Teton County Code and any other design and engineering standards separately adopted by the County in effect as of the Application Date.

Capitalized terms not otherwise defined herein shall have the meanings given to such terms in Title 9 of the Teton County Code effective as of the Application Date.

2. Required Improvements.

The Developer shall, 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, stabilize and re-seed areas of the Property disturbed by installation of Improvements, and complete all other required infrastructure as detailed in the **Hillman Farms** Improvement Plans dated [DATE] recorded in the Teton County Clerk and Records office on _____, 2022 as Teton County Instrument No. ___ (the “Recorded Improvement Plans” and the Improvements described therein the “Required Improvements”). Developer agrees that the Required Improvements shall be installed in compliance with Teton County Standards and any other design or engineering standards of other agencies responsible for providing services to the Development.

3. Maintenance of Required Improvements.

The Developer shall maintain all Required Improvements and open space for the Development according to Teton County Standards and any standards adopted by the agencies responsible for providing services to the Development, unless or until such time as the responsibility for maintenance of the Required Improvements and open space is turned over to a homeowner's association for the Development which, in Teton County's sole but reasonable discretion is sufficiently funded to perform such maintenance. This transfer of maintenance responsibility shall not occur until at least 50% of the lots or units have been sold. The Developer shall include in the recorded CC&Rs for the Development that the homeowner's association shall collect dues, a portion of which will be used for maintenance of the Required 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.

4. Schedule for Commencement and Completion of the Improvements.

The Developer shall commence construction of the Improvements within [one (1) year] after the Approval Date. Following the recordation of this Development Agreement and provision of the financial security in Section 13 by the Developer, the County shall issue a "Construction Permit" permitting commencement of construction of the Required Improvements. The Developer shall complete construction of the Required Improvements within [one (1) year] after commencement of construction of such Improvements. The Developer may apply for extensions of time for commencement or completion of construction pursuant to Section 5 of this Agreement. However, except for extensions of time approved by the County under Section 5, if Developer does not commence or complete construction of the Required Improvements within the aforementioned time periods, the Developer will lose its approvals and entitlements for the Development 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 and receive a Certificate of Subdivision Completion by [DROP DEAD DATE], the Developer will lose its approvals and entitlements and will have to reapply for approval for any planned unit development or subdivision under the then current County subdivision ordinance. The County may choose to use the financial security in Section 13 to complete the Required Improvements if the Developer has not done so and the Board of County Commissioners determines there is a public benefit to having the Improvements completed.

5. Extensions of Time.

Applications for extensions of time shall be made on the Teton County "Development Agreement Extension Application" attached hereto as Exhibit D and shall address the criteria presented on that form. The Developer shall pay the fee associated with the request. Developer acknowledges and agrees the Board of County Commissioners has the sole discretion to grant or deny a request for extension. Any application for an extension of time must be submitted to the Planning Department before the expiration of the original deadline.

6. 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 construction. The financial guarantee in Section 13 will 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 the Required 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.

7. Permits.

The Developer is responsible for obtaining all right-of-way, access, excavation, grading and erosion control, floodplain development, and other permits and approvals required by local, State, and Federal regulations.

8. Inspection.

Prior to commencing construction of the Required 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 may not deviate from the Recorded Improvement Plans without the prior written approval of the County Engineer.

9. Inspection Fees.

The Developer agrees to pay the inspection fees as required by fee schedule established by Teton County for its Planning and Building Department.

10. Final Inspection and Approval of Improvements.

When the Developer believes the Required Improvements have been fully and properly completed, it shall procure and file a signed and sealed engineer’s certificate and “As-Constructed” Improvement Plans (further described in Section 11 below) with the County Engineer and shall request final inspection of the Required Improvements by the County. The County shall provide prompt final inspection of the Required Improvements when notified by the Developer of completion. Following the inspection, the County shall give timely written acceptance of the Required 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 satisfaction that the Required Improvement have passed the final inspection, the County shall issue a “Certificate of Subdivision Completion” substantially in the form attached as Exhibit E. Issuance of the Certificate of Subdivision Completion with all required signatures shall be deemed final approval and acceptance of the Required Improvements by the County. After the Certificate of Subdivision Completion is received, the Developer shall record the final plat and will be permitted to sell lots in the Development.

11. Engineer’s Certificate and As-Constructed Plans.

Prior to requesting County inspection and approval of the Required Improvements in the Development, the Developer shall file to the County Engineer signed and sealed “As Constructed” Improvement Plans along with a letter of certification from an engineer licensed in the State of Idaho certifying the following:

- a) The “As Constructed” Improvement Plans show the actual constructed location of all Required Improvements.
- b) Road has been built in accordance with the Recorded Improvement Plans and meet or exceed Teton County Standards.
- c) The Required Improvements are 100% completed in accordance with the Recorded Improvement Plans to Teton County Standards and any other applicable design or engineering standards of other agencies responsible for providing services to the Development.

12. Warranty of the Improvements.

The Developer warrants the prompt and satisfactory correction of all defects and deficiencies, for both materials and workmanship, in the Required Improvements that occur or become evident within two (2) years for all landscaping Improvements and one (1) year for all other Improvements after acceptance of the Required 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. If the Developer fails to commence the correction of the deficiency within thirty (30) days after written demand from the County, the County may cause the deficiency to be corrected at Developer’s cost and may draw on the financial security provided in Section 13 of this Agreement to cover such cost. 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.

13. Financial Security Guarantee.

As security to the County for the performance by the Developer of its obligations to complete the Required Improvements in accordance with this Agreement, the Developer shall, prior to the commencement of construction of the Required Improvements, obtain financial security in favor of the County meeting the requirements of Teton County Code §9-4-2(C-2), in the sum of one hundred and twenty-five (125%) of the engineer’s cost estimate for the Required Improvements approved by the Teton County Board of County Commissioners and attached hereto as Exhibit C, which engineer’s cost estimate shall be revised and updated within ninety (90) days of securing the financial guarantee, by one of the following three methods:

- a) Obtain from a County-approved financial institution authorized to do business in the State of Idaho an irrevocable 12-month letter of credit with guaranteed extensions as needed until the Required Improvements are completed and accepted by the County;
- b) Make a cash deposit into a Teton County escrow account funds in the form of a certified check or cash. The County shall maintain any interest accrued; or
- c) Obtain a negotiable construction or development bond from a County-approved bonding company for a term of not less than 12 months with guaranteed extensions as needed until the Required Improvements are completed and accepted by the County.

The County will not issue the Construction Permit permitting commencement of construction of the Required Improvements until it has received a satisfactory financial guarantee. Following issuance of the Certificate of Subdivision Completion, the County shall release the Developer's financial guarantee; provided, however, ten percent (10%) of the original approved engineer's cost estimate for the Required Improvements shall be provided in one of the three methods presented above in this Section for the entire warranty period described in Section 12 to guarantee the correction of any defects or deficiencies in the Required Improvements.

14. 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 approvals for the Development and after such revocation, Developer will have to reapply for approval for any planned unit development or subdivision 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 required completion date set forth in Section 4 or the cost 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 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.

15. Voided Agreement.

The County, at its option, may void this Agreement and any vested rights should the Developer's failure to perform in compliance with this Agreement result in the County drawing upon the financial guarantee provided under Section 13 to complete the infrastructure or correct the defect or deficiency.

16. 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 Required Improvements, 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 Required Improvement(s) or to correct any defect or deficiency in the Required Improvement, using either its own personnel or contractors hired for that purpose. The County shall have the right to draw from the financial security guarantee provided under Section 13 to cover the costs of completing or correcting the Required Improvements. In addition to the costs of the work, the County is entitled to recover reasonable legal fees and reasonable administrative expenses from the Developer.

17. Transfer of Lots or Units.

No lots or units may be offered for sale or sold (warranty deeds transferred) and no building permits for individual lots will be issued prior to a Certificate of Subdivision Completion being issued by the County.

Developer hereby agrees to maintain all unsold lots in the Development in safe, sanitary, and orderly condition that does not constitute a public nuisance or adversely affect adjoining properties at the Developer's sole expense, and this responsibility shall run to Developer's successors and assigns.

18. Time of the Essence.

Time is of the essence in the performance of all terms and provisions of this

19. Agreement.Binding Upon Successors and Assigns.

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, 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. Developer shall promptly notify the County of any sale of the Property and update the Developer's notice address in accordance with Section

Notwithstanding any sale of the Property or change of control of the Developer, the County will retain the financial guarantee provided under Section 13 unless acceptable substitute guarantee is provided by the Property or Developer's new owners. No assignment or succession of this Agreement shall be deemed valid or permitted, nor shall construction continue under a successor or assignee to this agreement until such time as (1) the successor or assignee provides sufficient security under the terms set forth in Section 13 above and (2) such succession or assignment is approved in writing by Teton County, the approval of which shall not be unreasonably withheld.

20. 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:

[Curt Behle
436 Forest View Dr.
Driggs, ID 83422]

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

21. 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.

22. Indemnification.

22.1 No Liability for County Approval. The Developer acknowledges and agrees (1) 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) 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.

22.2 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 Required Improvements, (2) the issuance of any approval or acceptance of Required Improvements, (3) the development, construction, maintenance or use of any portion of the Required 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 Required Improvements provided by this Agreement to the extent the Required Improvements are not in conformance with the Recorded Improvement Plans, except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.

23. 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.

24. Recording.

The Developer shall have this Agreement recorded in the office of the Teton County Clerk and Recorder within four (4) months of the Approval Date. The Developer shall be responsible for all recording fees associated with the Development.

25. 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 in compliance with and required by Title 9 of the 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.

26. 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 Property, (2) that the persons executing this Agreement on its behalf have 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 Developer 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 Property is bound or (ii) violate any statute, law restriction, court order, or agreement to which the Developer or the subdivision is subject.

27. Codes.

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

28. 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.

29. 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.

30. Final Agreement.

This Agreement sets forth all promises, inducements, agreements, condition and understandings between the Developer and the County relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between the Developer and the 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.

31. Amendment.

No 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.

32. 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 continuing 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 Development if Developer fails to comply with any of the conditions of approval of the final plat of the Development, violates or fails to comply with any provision of Title 9 of the Teton County Code effective as of the Application Date, or makes, or is found to have made any misrepresentations or material omissions to the Teton County Planning Commission or Board of County Commissioners.

33. Mitigation Measures / Special Conditions of Approval. [Reserved]

34. Sharing Development Costs.

Teton County Code, Title 9 § 9-4-2(G) provides the Developer a mechanism to recoup a portion of costs associated with Improvements benefitting adjacent landowners in certain circumstances. This Agreement shall not be deemed to waive any shared development rights afforded the Developer under Teton County Code Title 9.

35. 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 Recorder's 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 cause this agreement to be executed on the date first written above.

COUNTY:
TETON COUNTY, IDAHO

By: _____
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)
Residing, _____
Commission expires _____

Notary Public

LAND OWNER:
[Craig Hillman]

By: [Craig Hillman], [Owner]

STATE OF IDAHO)
) ss:
COUNTY OF TETON)

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)
Residing, _____
Commission expires _____

Notary Public

DEVELOPER:

[Curt Behle]

By: _____
[Curt Behle], [Developer]

STATE OF IDAHO)
) ss:
COUNTY OF TETON)

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)
Residing, _____
Commission expires _____

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

SITUATED IN THE STATE OF IDAHO, COUNTY OF TETON, BEING PARK OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 45 EAST, OF B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 1;
THENCE NORTH 01°02'09" WEST, A DISTANCE OF 2,662.52 FEET TO A POINT;
THENCE NORTH 89°10'47" EAST, A DISTANCE OF 2,309.37 FEET TO A POINT;
THENCE SOUTH 01°01'36" EAST, A DISTANCE OF 330.00 FEET TO A POINT;
THENCE NORTH 89°10'47" EAST, A DISTANCE OF 330.00 FEET TO A POINT;
THENCE SOUTH 01°01'36" EAST, A DISTANCE OF 994.56 FEET TO A POINT;
THENCE SOUTH 89°02'03" WEST, A DISTANCE OF 1,319.57 FEET TO A POINT;
THENCE SOUTH 01°01'53" EAST, A DISTANCE OF 1,327.91 FEET TO A POINT;
THENCE SOUTH 88°53'20" WEST, A DISTANCE OF 1,319.47 FEET TO A POINT;

CONTAINING 118.23 ACRES OF LAND, MORE OR LESS

THE ABOVE DESCRIPTION WAS PREPARED BY JEFFREY M. ROWE, PLS 13856 IN NOVEMBER 2021, AND IS SUBJECT TO EASEMENT AND RIGHT-OF-WAY OF RECORD.

EXHIBIT B
SUBDIVISION PLAT

PRELIMINARY PLAT
HILLMAN FARMS SUBDIVISION DIVISION NO. 1
PART OF SE 1/4, SECTION 1, TWP. 4 N, RANGE 45 E, B.M.
TETON COUNTY, IDAHO

NOTES:

BEARINGS SHOWN HEREIN ARE BASED ON THE IDAHO STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 DATUM. DISTANCES SHOWN HEREON ARE GROUND DISTANCES USING AN AVERAGE PROJECT ELEVATION OF 6100 FEET.

BOUNDARY DESCRIPTION

SITUATED IN THE STATE OF IDAHO, COUNTY OF TETON, BEING PART OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 45 EAST, OF B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/ 4 CORNER OF SAID SECTION 1;

THENCE NORTH 01°02'09" WEST, A DISTANCE OF 2,662.52 FEET TO A POINT;

THENCE NORTH 89°10'47" EAST, A DISTANCE OF 2,309.37 FEET TO A POINT;

THENCE SOUTH 01°01'36" EAST, A DISTANCE OF 330.00 FEET TO A POINT;

THENCE NORTH 89°10'47" EAST, A DISTANCE OF 330.00 FEET TO A POINT;

THENCE SOUTH 01°01'36" EAST, A DISTANCE OF 994.56 FEET TO A POINT;

THENCE SOUTH 89°02'03" WEST, A DISTANCE OF 1,319.57 FEET TO A POINT;

THENCE SOUTH 01°01'53" EAST, A DISTANCE OF 1,327.91 FEET TO A POINT;

THENCE SOUTH 88°53'20" WEST, A DISTANCE OF 1,319.47 FEET TO THE POINT OF BEGINNING, CONTAINING 118.23 ACRES OF LAND, MORE OR LESS.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, IS THE OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAVE CAUSED THE SAME TO BE PLATTED INTO BLOCKS, AND LOTS TO BE HEREAFTER KNOWN AS HILLMAN FARMS SUBDIVISION DIVISION NO. 1, TETON COUNTY, IDAHO, THE EASEMENTS SHOWN HEREON ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHT TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES OR FOR ANY OTHER USE DESIGNATED ON THE PLAT. THE LANDS INCLUDED WITHIN THIS PLAT WILL BE IRRIGATED IN COMPLIANCE WITH TETON COUNTY POLICY, WATER AND/OR CANAL COMPANY REGULATIONS AND IN ACCORDANCE WITH IDAHO CODE 31-3805. WE ALSO CERTIFY THAT THE LOTS SHOWN ON THIS PLAT WILL BE SERVED BY INDIVIDUAL WELLS.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE DULY SIGNED THIS CERTIFICATE ON THIS ____DAY OF _____, 2024

CRAIG HILLMAN

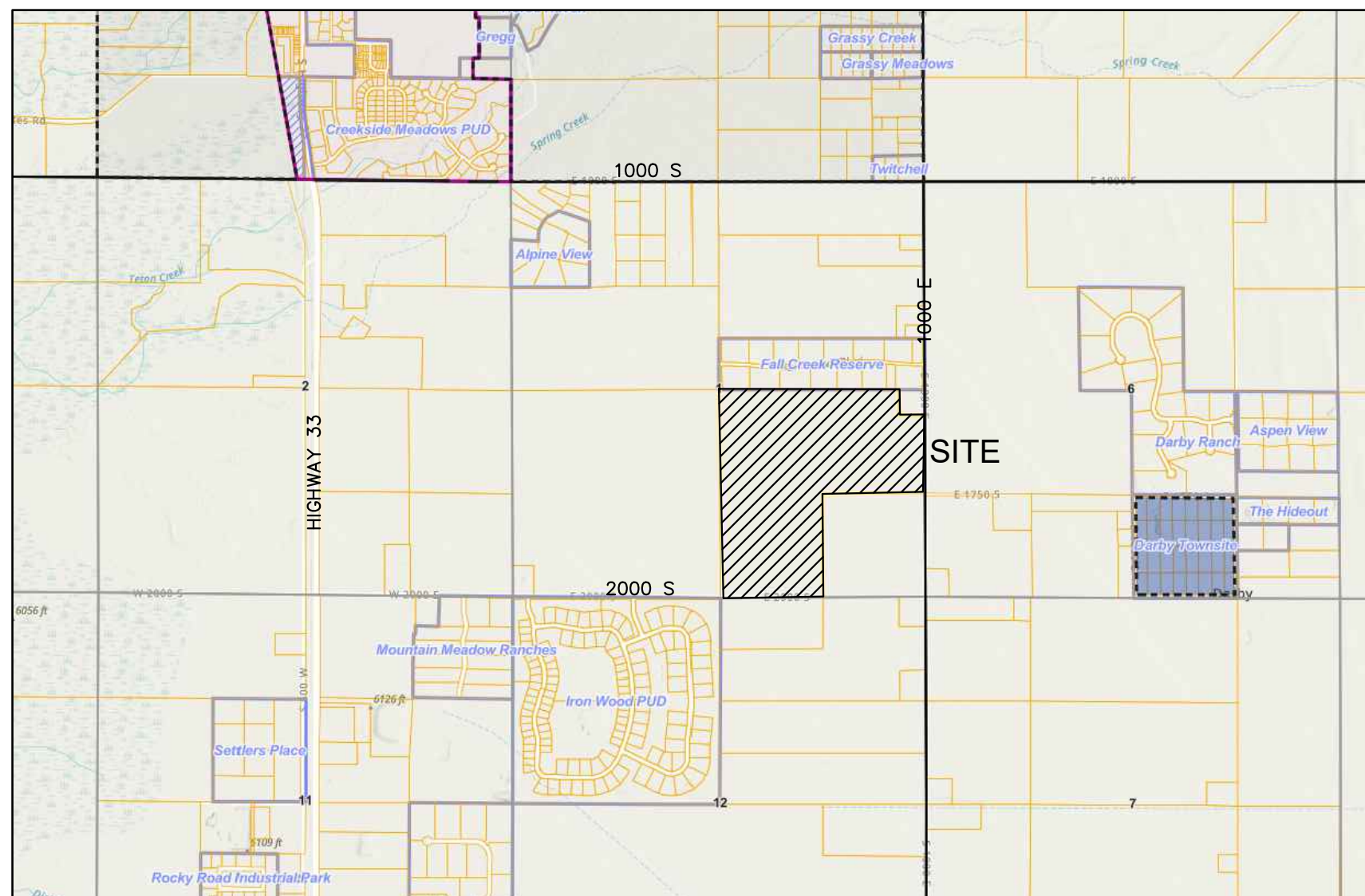
ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

ON THIS _____ DAY OF _____, 2024 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CRAIG HILLMAN, KNOWN OR IDENTIFIED TO ME AND THE PERSON WHO SUBSCRIBED TO THE ATTACHED OWNER'S DEDICATION AND ACKNOWLEDGED TO ME THAT (HE) (SHE)(THEY) EXECUTED THE SAME.

IN WITNESS WHEREOF: I HAVE HEREBY SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF _____
RESIDING IN _____ COUNTY, _____
MY COMMISSION EXPIRES _____



LOCATION MAP

EXAMINING SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND ACCEPTABLE AS REQUIRED IN SECTION 50-1303 OF THE IDAHO CODE.

TETON COUNTY REVIEW SURVEYOR _____ DATE _____

HEALTH DEPARTMENT CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

EASTERN IDAHO PUBLIC HEALTH

ENVIRONMENTAL HEALTH SPECIALIST _____ DATE _____

TREASURER'S AND ASSESSOR'S CERTIFICATE

WE THE UNDERSIGNED COUNTY TREASURER AND COUNTY ASSESSOR IN AND FOR THE COUNTY OF TETON, STATE OF IDAHO, HAVING REVIEWED THIS PLAT PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ALL COUNTY TAXES FOR THE PROPERTY SHOWN AND DESCRIBED ON THIS PLAT AS BEING SUBDIVIDED ARE CURRENT.

TETON COUNTY TREASURER _____ DATE _____ TETON COUNTY ASSESSOR _____

COUNTY COMMISSIONERS APPROVAL

THIS PLAT WAS DULY ACCEPTED AND APPROVED BY THE TETON COUNTY BOARD OF COMMISSIONERS, ON THE FOLLOWING DATE.

CHAIRMAN, COUNTY COMMISSIONERS _____ DATE _____

PLANNING AND ZONING CERTIFICATE

PRESENTED TO THE TETON COUNTY PLANNING AND ZONING ADMINISTRATOR ON THE FOLLOWING DATE AT WHICH TIME THIS PLAT WAS APPROVED AND ACCEPTED.

CHAIRPERSON, PLANNING AND ZONING _____ DATE _____

COUNTY FIRE MARSHALL

I HEREBY CERTIFY THAT THE PROVISIONS FOR FIRE PROTECTION FOR THIS PLAT MEET TETON COUNTY FIRE CODE AND HAVE BEEN APPROVED BY MY DEPARTMENT

TETON COUNTY FIRE MARSHAL _____ DATE _____

FLOOD ZONE NOTICE

THIS SUBDIVISION FALLS OUTSIDE THE 100 YEAR FLOOD PLANE AS PER FIRM MAP NO. 16081C 0150C, EFFECTIVE DATE 8-4-1988.

RECORDER'S CERTIFICATE

SURVEYOR'S CERTIFICATE

I, JEFFREY M. ROWE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, NUMBER 13856, DO HEREBY CERTIFY THAT THIS MAP AND THE SURVEY REFERRED TO HEREON WERE PERFORMED UNDER MY RESPONSIBLE CHARGE IN ACCORDANCE WITH IDAHO STATE CODE, TITLE 55, CHAPTER 19.



HILLMAN FARMS SUBDIVISION
DIVISION NO. 1 - PRLIMINARY PLAT
PART SE 1/4, SECTION 1, TWP. 4 N, R 45 E, B.M. TETON
COUNTY, IDAHO

TETON VIEW SURVEYING
2847 East 700 North
St. Anthony, Id. 83445
P: 208.516.6877

Sheet No.: 1 OF 2 Date: 8-13-2024 Project No. 23-086 Reviewed By: JMR

PRELIMINARY PLAT HILLMAN FARMS SUBDIVISION DIVISION NO. 1

PART OF SE 1/4, SECTION 1, TWP. 4 N, RANGE 45 E, B.M.
TETON COUNTY, IDAHO

NOTES:
BEARINGS SHOWN HEREIN ARE BASED ON THE IDAHO STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 DATUM. DISTANCES SHOWN HEREON ARE GROUND DISTANCES USING AN AVERAGE PROJECT ELEVATION OF 6250 FEET.

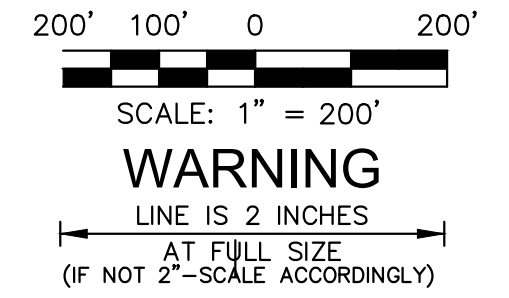
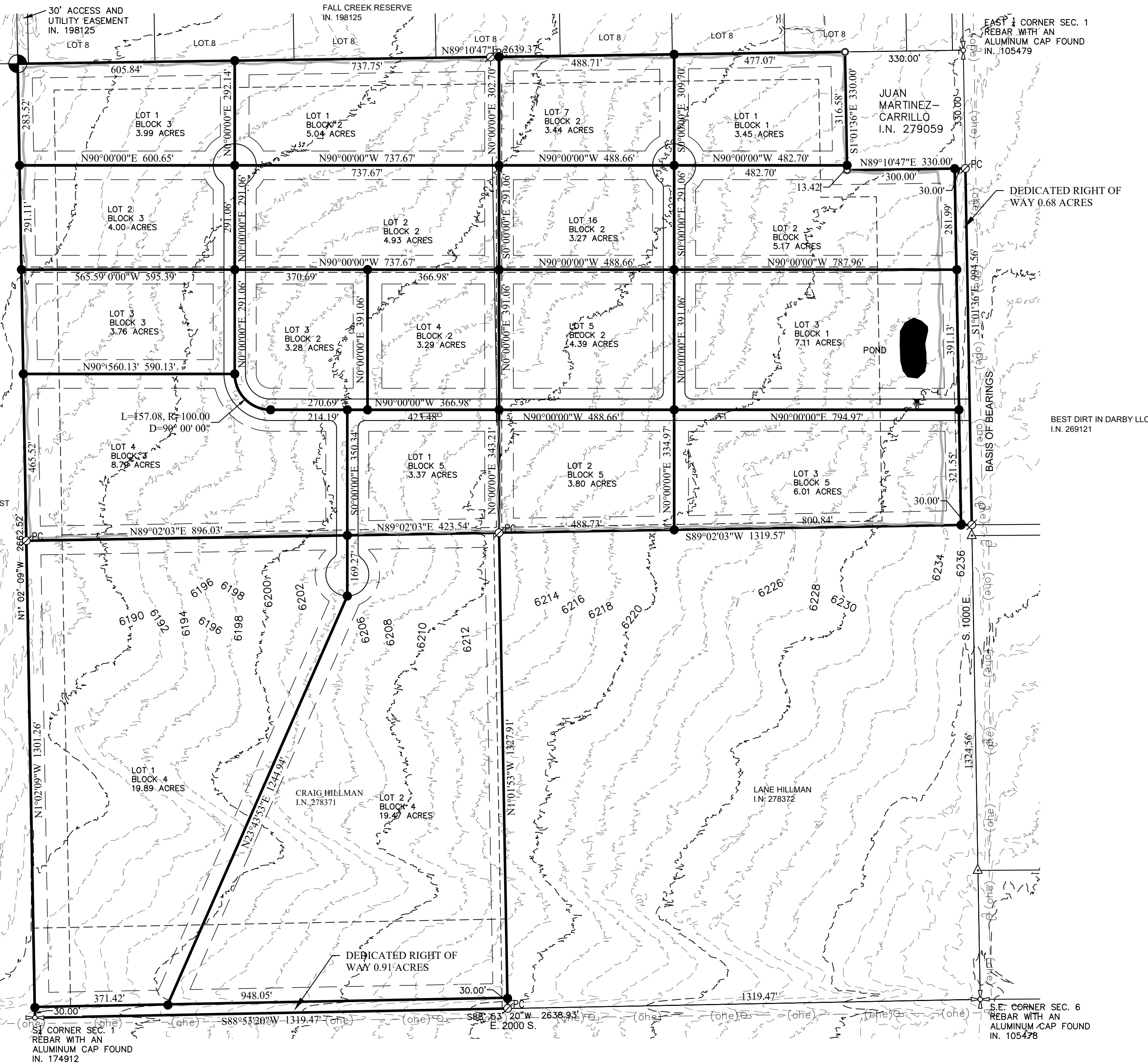
ALL IRON PINS SET ARE 5/8" x 24" REBAR WITH A PLASTIC CAP STAMPED "PLS 13856".

NARRATIVE
WE WERE HIRED BY CURT BUEHLE TO PREPARE THIS 46 LOT SUBDIVISION.

REFERENCES:
FALL CREEK RESERVE - IN. 198125
THOMPSON ENGINEERING - IN. 194856
TETON VIEW SURVEYING - IN. 255315
TETON VIEW SURVEYING - IN. 278371
AW ENGINEERING - IN. 121518
AW ENGINEERING - IN. 235968

OVERLAYS:
NONE

CENTER 1/4 CORNER
SEC. 1 REBAR WITH
AN ALUMINUM CAP
FOUND
IN. 174913



LEGEND

- ALUMINUM CAP FOUND
- CENTER 1/4 FOUND (AS NOTED)
- REBAR WITH PLASTIC CAP FOUND
- REBAR FOUND
- 5/8" X 24" REBAR WITH A PLASTIC CAP SET STAMPED "PLS 13856"
- CONTROLLING SECTION CORNER FND. (AS NOTED)
- QUARTER SECTION CORNER FND. (AS NOTED)
- RIGHT OF WAY
- SECTION LINE
- BUILDING SETBACKS
- PROPOSED PROPERTY LINE

SURVEYOR'S CERTIFICATE

I, JEFFREY M. ROWE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, NUMBER 13856, DO HEREBY CERTIFY THAT THIS MAP AND THE SURVEY REFERRED TO HEREON WERE PERFORMED UNDER MY RESPONSIBLE CHARGE IN ACCORDANCE WITH IDAHO STATE CODE, TITLE 55, CHAPTER 19.



**HILLMAN FARMS SUBDIVISION
DIVISION NO. 1 - PRELIMINARY PLAT**

PART SE 1/4, SECTION 1, TWP. 4 N, R 45 E, B.M. TETON
COUNTY, IDAHO

TETON VIEW SURVEYING

2847 East 700 North
St. Anthony, Id. 83445
P: 208.516.6877

Sheet No.: 2 OF 2 | Date: 3-13-2024 | Project No. 23-086 | Reviewed By: JMR

EXHIBIT C
ENGINEER'S COST ESTIMATE

Project No. **01-21-0051** Date: 26-Feb-24
 Project: **Hillman Farms** Prepared by: EAS
 Client: **Curt Behle** Checked by: BEC

LINE NO.	DIVISION	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
CONSTRUCTION COSTS						
1	0 - Bidding	Mobilization, Bonding, Insurance, Bidding, Etc.	3%			\$ 15,000
2	1 - General	Submittals (Shop Drawings, O&M Manuals), Project Coordination, P	1%			\$ 5,000
3	1 - General	Construction Facilities and Temporary Controls - Utilities, etc.	1	LS	2,000.00	\$ 2,000
4	1 - General	Environmental Protection & Special Controls - Solid Waste, Dust, Fu	1	LS	2,000.00	\$ 2,000
		SUBTOTAL				\$ 24,000
ROADWAY						
5	2- Site Const.	Clearing and Grubbing	26,770	SY	1.50	\$ 40,155
6	2- Site Const.	Demolition - Removal of Obstructions	1	LS	0.00	\$ -
7	2- Site Const.	Excavation	0	CY	12.00	\$ -
8	2- Site Const.	Furnish and Install Embankment Material	0	CY	30.00	\$ -
9	2- Site Const.	Geotextile Fabric	0	SY	1.75	\$ -
10	2- Site Const.	Furnish and Install 12-inches Granular Borrow Subgrade (Pit Run)	4,160	CY	36.00	\$ 149,760
11	2- Site Const.	Furnish and Install 4-inches 2" Minus Base Course	1,370	CY	45.00	\$ 61,650
12	2- Site Const.	Furnish and Install 4-inches 3/4" Aggregate Base Course (3/4"	1,390	CY	50.00	\$ 69,500
12	2- Site Const.	Crushed Rock)	0	SY	7.00	\$ -
13	2- Site Const.	Furnish and Install 3-inches Hot Mix Asphalt Pavement	0	SF	6.00	\$ -
14	2- Site Const.	Furnish and Install Walking Path (10' wide - asphalt)	0	SF	6.00	\$ -
15	2- Site Const.	Sidewalk	0	SF	6.00	\$ -
16	2- Site Const.	Ribbon Curb	0	LF	25.00	\$ -
17	2- Site Const.	Curb & Gutter	0	LF	35.00	\$ -
18	2- Site Const.	Furnish and install concrete crosspan/valley gutter	0	Each	6,000.00	\$ -
19	2- Site Const.	Furnish and install ADA ramp	0	Each	3,500.00	\$ -
20	2- Site Const.	Furnish and install reseeding, topsoil, mulch	60,240	SF	0.15	\$ 9,036
21	2- Site Const.	Pavment Marking	0	LS	0.00	\$ -
22	2- Site Const.	Furnish and install street signs	1	Each	1,250.00	\$ 1,250
23	2- Site Const.	Traffic Control	1	LS	500.00	\$ 500
		SUBTOTAL				\$ 331,851
WATER						
24						\$ -
43						\$ -
		SUBTOTAL				\$ -
SEWER						
44						\$ -
47						\$ -
		SUBTOTAL				\$ -
PRIVATE UTILITIES						
48	2- Site Const.	Trenching for Fall River Electric	4,016	LF	4.00	\$ 16,064
49	2- Site Const.	Furnish and install 2-inch PVC Conduit - Fall River Electric	4,016	LF	6.00	\$ 24,096
50	2- Site Const.	Furnish and install conductor - Fall River Electric	4,016	LF	12.00	\$ 48,192
51	2- Site Const.	Furnish and install transformer, meter, and meter base	18	Each	1,200.00	\$ 21,600
52	2- Site Const.	Furnish and install natural gas communication fiber	0	LF	0.00	\$ -
53	2- Site Const.	Furnish and install natural gas service lateral - Intermountain Gas	0	Each	3,600.00	\$ -
		SUBTOTAL				\$ 109,952
MISCELLANEOUS						
54	2- Site Const.	Excavation of Fire Pond	2,500	CY	6.00	\$ 15,000
55	2- Site Const.	Geosynthetic Liner	10,500	SF	2.50	\$ 26,250
56	2- Site Const.	Appurtenances	1	LS	15,000.00	\$ 15,000
57	2- Site Const.					\$ -
		SUBTOTAL				\$ 56,250
SUBTOTAL CONSTRUCTION COST						\$ 522,053.00
Round to nearest \$10,000						\$ 530,000.00
Confidence Factor 80%						\$ 106,000.00
TOTAL CONSTRUCTION COST						\$ 636,000.00



EXHIBIT D
DEVELOPMENT AGREEMENT
EXTENSION APPLICATION



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: _____

Applicant: _____ **E-mail:** _____

Phone: () _____ **Mailing Address:** _____

City: _____ **State:** _____ **Zip Code:** _____

Engineering Firm: _____ **Contact Person:** _____ **Phone:** () _____

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.)

SECTION III: CONSIDERATIONS FOR DEVELOPMENT AGREEMENT EXTENSION APPROVAL

The burden is on the applicant to provide a detailed narrative explaining their extraordinary and unique reason(s) for consideration. The extent of completion of the required improvements will be taken into consideration.

1. Incomplete due to seeding time frames. Non-irrigated seeding and re-seeding in Teton Valley is only viable from May 15 to June 15 and October 1 through snowfall. Facts should be presented that the project was completed during the time when seeding is not viable and that only seeding work remains to be finished. A time extension should be considered for only the period necessary to complete the seeding; or
2. Shortage of key construction material. Substantiation should be presented that shows the shortage is extraordinary; or
3. Labor strike, lockout, extraordinary weather event, or act of God; or
4. Problem with the contractor, such as leaving the area or going broke. The developer should substantiate his/her good faith efforts to replace the contractor; or
5. Conflicts with major unknowns, such as sinkholes, utilities, environmental contamination, or other underground hazards; or
6. Inability to renew or secure a new letter of credit (or bond, if applicable). The developer should provide proof of failed attempts to secure financial surety for the project; or
7. Infrastructure is re-designed for one reason or another. The developer has submitted the re-designed improvements to the Planning and Engineering Departments for approval; or
8. Nothing in the development agreement is changing except:
 - a. The time to complete the improvements (maximum extension is one year and only one extension allowed except for acts of God);
 - b. The phasing plan. The developer has submitted an amended development agreement and phasing plan to the Planning and Engineering departments. The addition of phases will require the development agreement to be revised to state:
 1. No lots have been sold in the added phases;
 2. No lots shall be sold in the added phases until the improvements are 100% completed and approved by the County; or
9. It is in the public interest; or
10. Delays are the result of securing regulatory approvals or lengthy/unusual approval agency timeframes. The developer should provide proof of the delays;
11. Other extenuating circumstances, such as other governmental agencies have changed their approval requirements. The developer should substantiate these circumstances.

12. County property taxes are current on developer owned lots.

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: _____ Date: _____

I, the undersigned, am the owner of the referenced property and do hereby give my permission to _____ 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: _____ Date: _____

- 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.

EXHIBIT E
FORM OF CERTIFICATE OF
SUBDIVISION COMPLETION



TETON COUNTY, IDAHO
PLANNING AND BUILDING
DEPARTMENT
CERTIFICATE OF SUBDIVISION COMPLETION
INDICATING COMPLETION OF DEVELOPMENT AGREEMENT

Date Issued

Name Of Applicant: _____

Name Of Subdivision: _____

Address or Legal Description: _____

City _____ **State** Idaho **Zip Code** _____

Section ____ **Township** ____ **Range** ____ **Zoning District**

- **DEVELOPER/OWNER:**

Developer/Owner _____
Date

- **COMPLETION OF ROADS:**

Applicants Engineer _____
Date

- **FIRE PROTECTION:**

Fire Marshall _____
Date

- **COUNTY ENGINEER:**

County Engineer _____
Date

- **DEVELOPMENT AGREEMENT:**

Planning Administrator _____
Date