

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 LONE PINE SPRINGS SUBDIVISION

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of _____, 2025, by and between Big Green Ranch LLC, (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 _____ 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 6/24/2022, the date the subdivision/PUD application for the Development was deemed complete and officially received by the County as confirmed in

writing 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 Lone Pine Springs Subdivision 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.** See attached improvements plans
3. **Maintenance of Required Improvements-** To be maintained by the subdivision HOA. Teton County, Idaho is not responsible for improvement maintenance.

4. Schedule for Commencement and Completion of the Improvements. Must be complete prior to Final Plat recording.

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.

9. Inspection Fees. N/A

10. Final Inspection and Approval of Improvements.

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

12. Warranty of the Improvements. To be inspected by Teton County, Idaho.

13. Financial Security Guarantee. 125% of total improvements cost.

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 Agreement.

19. 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 20. 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:

Big Green Ranch LLC

1924 N Hudson Ave

Chicago, IL 60614

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 _____, 2025, before me, a Notary Public for the State of Idaho, personally appeared _____, known to me to be the person whose name is executed above, and acknowledged that he executed the same.

(SEAL) _____
Residing _____
Commission expires _____
Notary Public

**DEVELOPER: Big
Green Ranch LLC**

By: Kevin Stineman

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2025, 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

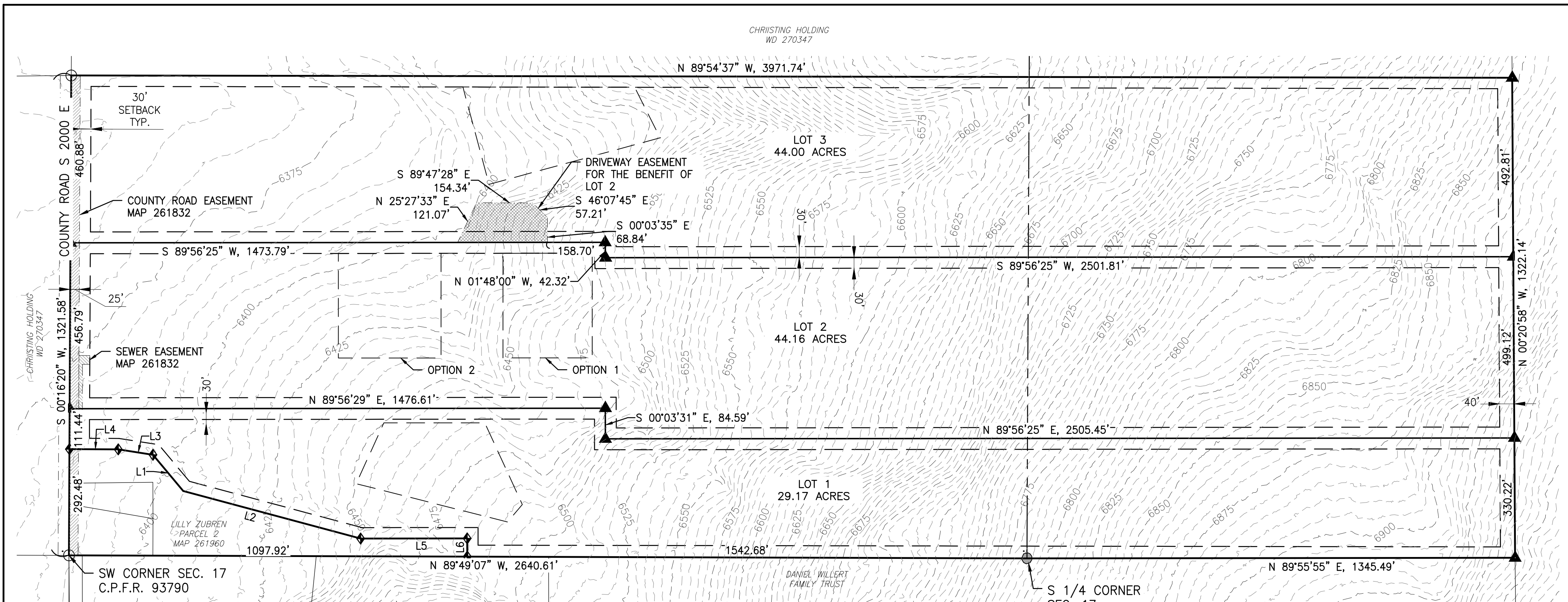
See attached

EXHIBIT B
SUBDIVISION PLAT

See attached/Improvement costs attached

EXHIBIT E
FORM OF CERTIFICATE OF
SUBDIVISION COMPLETION

S:\Proj\2022\181 - Lone Pine Springs Subdivision - Kevin Strenson - Survey Plan (Geo)\4 Drawing\Plotting (PRELIMINARY PLAT) - Mar 21 2024 11:34:11 am PLOTTED BY aagle



LEGEND

- = PROPERTY BOUNDARY LINE
- = LOT LINE
- = ADJACENT PROPERTY LINE
- = EXISTING EASEMENT LINE
- = PROPOSED DRIVEWAY EASEMENT
- = SETBACK LINE
- = BUILDING ENVELOPE
- = FOUND REBAR WITH CAP INSCRIBED "A.W. ENG. 2860"
- = FOUND REBAR
- = FOUND BRASS CAP "A.W. ENG 2860"
- = FOUND ORIGINAL STONE
- = SET REBAR WITH CAP INSCRIBED "NELSON ENGR 13767"

PROJECT TOTAL:

TOTAL ACRES = 117.33 ACRES
 8 LOTS
 LOT 1 = 29.17 ACRES
 LOT 2 = 44.16 ACRES
 LOT 3 = 44.00 ACRES

WATER WILL BE INDIVIDUAL WATER SYSTEM
 SEWER WILL BE INDIVIDUAL SEPTIC SYSTEM

TETON COUNTY ZONE:
 FOOTHILLS 20 AC.

BUILDING SETBACKS PER ZONE:
 FRONT - 30'
 SIDES - 30'
 REAR - 40'
 CREEK - 50'

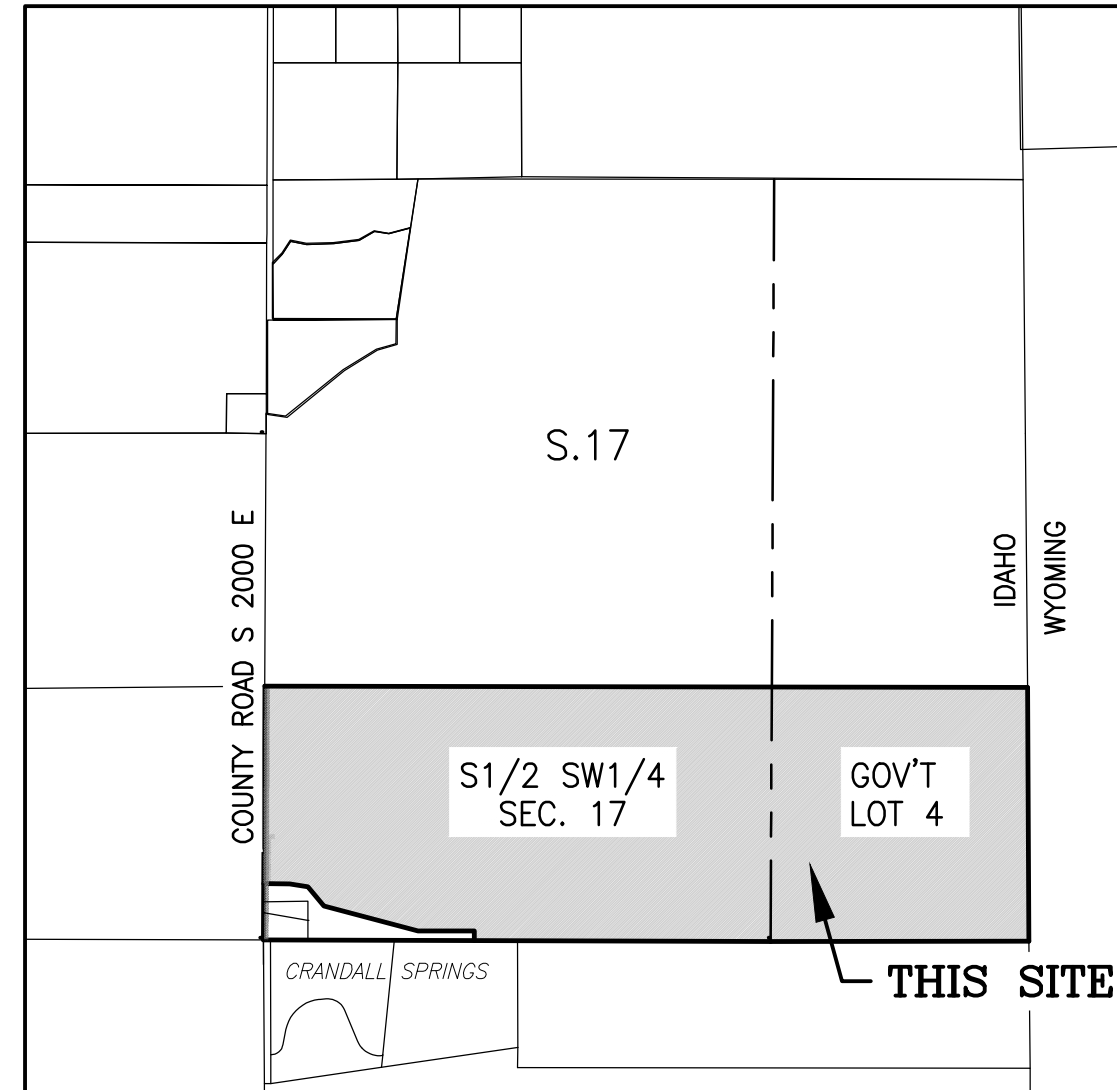
OWNER
 BIG GREEN RANCH LLC
 1924 N. HUDSON AVENUE
 CHICAGO, IL 60614

ENGINEER & SURVEYOR
 NELSON ENGINEERING
 P.O. BOX 1599
 JACKSON, WY 83001
 (307) 733-2087

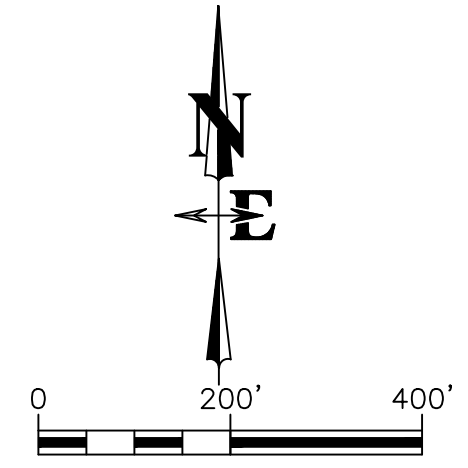
NELSON ENGINEERING

P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

SURVEYED BY: NE DRAWN: AR PROJECT NO. 22-181-01 DATED: 3-21-2024



VICINITY MAP
 SCALE: 1" = 1000'
 Section 17, T4N, R46E B.M.
 Teton County, Idaho



LINE TABLE

LINE #	BEARING	DISTANCE
L1	N40°00'04"W	130.00
L2	N75°00'45"W	506.03
L3	N80°59'12"W	96.94
L4	N89°50'17"W	134.45
L5	N89°57'48"E	293.83
L6	N00°08'46"W	50.00

PRELIMINARY PLAT
Lone Pine Springs Subdivision

a subdivision of Parcel 1
 of that Record of Survey
 Instrument #261960

Located In
 S1/2 SW1/4 & GOV'T LOT 3
 Section 17
 Township 4 North,
 Range 46 East of the B.M.,
 Teton County, Idaho

**EXHIBIT A:
ENGINEER'S OPINION OF COST**

Project # 22-181
3/26/24

LONE PINE SPRINGS SUBDIVISION

Prepared By: **Braden Olson, P.E., Nelson Engineering**

Date: **March 26, 2024**

Item No.	Item Description	Est. Qty	Unit	Unit Price	Total
On-Site Improvements					
Lot 1 Driveway Access					
1	Clear and Grub (Corridor Footprint - 40 LF)	0.02	AC	\$ 5,878.00	\$ 136.56
2	Strip/Stockpile Existing Topsoil	18	CY	\$ 12.00	\$ 213.33
3	Geotextile	88	SY	\$ 4.25	\$ 374.85
4	Structural Fill/Pit Run (16" Road Section)	58	TON	\$ 37.00	\$ 2,131.20
5	Crushed Aggregate Base - Type 1 (4" Road Section)	15	TON	\$ 42.00	\$ 627.20
6	Shape Fill Slopes/Replace Stockpiled Topsoil	11	CY	\$ 13.00	\$ 149.26
7	Seeding Topsoil	41	SY	\$ 3.00	\$ 124.00
8	Utilities Trenching, Infrastructer	1	LS	\$ 15,000.00	\$ 15,000.00
Subtotal:					\$ 18,756.40

Lot 2 Driveway Access					
1	Clear and Grub (Corridor Footprint - 40 LF)	0.02	AC	\$ 5,878.00	\$ 136.56
2	Strip/Stockpile Existing Topsoil	18	CY	\$ 12.00	\$ 213.33
3	Geotextile	88	SY	\$ 4.25	\$ 374.85
4	Structural Fill/Pit Run (16" Road Section)	58	TON	\$ 37.00	\$ 2,131.20
5	Crushed Aggregate Base - Type 1 (4" Road Section)	15	TON	\$ 42.00	\$ 627.20
6	Shape Fill Slopes/Replace Stockpiled Topsoil	11	CY	\$ 13.00	\$ 149.26
7	Seeding Topsoil	41	SY	\$ 3.00	\$ 124.00
8	Utilities Trenching, Infrastructer	1	LS	\$ 10,000.00	\$ 10,000.00
Subtotal:					\$ 13,756.40

Lot 3 Driveway Access					
1	Clear and Grub (Corridor Footprint - 40 LF)	0.02	AC	\$ 5,878.00	\$ 136.56
2	Strip/Stockpile Existing Topsoil	18	CY	\$ 12.00	\$ 213.33
3	Geotextile	88	SY	\$ 4.25	\$ 374.85
4	Structural Fill/Pit Run (16" Road Section)	58	TON	\$ 37.00	\$ 2,131.20
5	Crushed Aggregate Base - Type 1 (4" Road Section)	15	TON	\$ 42.00	\$ 627.20
6	Shape Fill Slopes/Replace Stockpiled Topsoil	11	CY	\$ 13.00	\$ 149.26
7	Seeding Topsoil	41	SY	\$ 3.00	\$ 124.00
8	Utilities Trenching, Infrastructer	1	LS	\$ 20,000.00	\$ 20,000.00
Subtotal:					\$ 23,756.40

Subtotal On-Site Improvements: \$ 56,269.21

Miscellaneous Costs					
23	Mobilization	1	LS	5.00%	\$ 2,813.46
24	Contingency	1	LS	10.00%	\$ 5,626.92
25	Engineering/Inspection Fees	1	LS	5.00%	\$ 2,813.46
Subtotal Miscellaneous:					\$ 11,253.84

TOTAL PROJECT COST:					\$ 67,523.05
----------------------------	--	--	--	--	---------------------

*Note: Road quantities predicated on 16' total top width.

