



Tony & Anne Campbell

2023

Northern Lights
Preliminary Plat Application Supplement



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Management and Engineering

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Northern Lights

Supplementary Information

Application for Preliminary Plat Supplement

INTRODUCTION

Northern Lights is a proposed residential subdivision located approximately 1.25 miles northeast of Tetonia on the south side of W 7000 North in Teton County, Idaho. The site consists of two 40.0-acre parcels. There are similar developments to the northwest and southeast of the property. Most of the site is zoned A/RR-2.5 with a portion on the east side of the east parcel zoned as A-20. The proposed development consists of 17 residential lots with a minimum lot size of 2.50 acres and a maximum size of 20.0 acres making the average lot size 4.71 acres

PROJECT COMPONENTS

Access & Circulation

The development will be accessed via W 7000 North on the north side of the property. Lots within the subdivision will be served by a new road internal to the development providing access to each lot. All roads within the subdivision will be constructed to Teton County standards for road construction for local roads as required and will remain as private roads per Teton County's current policy.

Setbacks & Building Envelopes

In all cases, building setbacks will comply with the minimum setbacks required by Teton County. Building envelopes, which often exceed the minimum setback requirements, are being contemplated in the subdivision covenants, conditions, and restrictions (CCR) which may further limit the location of future buildings for the purpose of preserving views for each lot.

Open Space and Density

There is no requirement for open space in the A/RR-2.5 zoning district. However, there is a 20-acre parcel that will continue to farmed on the east side of the project.

Domestic Water

Domestic water will be provided by individual wells on each lot. Installation, maintenance, and permitting of domestic wells will be the responsibility of individual lot owners.

Wastewater

Wastewater treatment will be provided by individual subsurface wastewater disposal systems, one for each buildable lot.

Stormwater

During initial construction appropriate erosion control measures and best practices will be used to minimize erosion and pollution. The proposed development maintains the natural drainage patterns of the

site to the maximum extent practicable. A Stormwater Management Plan for the roadway has been prepared and is incorporated into the Grading & Drainage Plan included in the engineering improvement drawings. With lots averaging nearly 5 acres, drainage for the individual lots should not pose an issue.

Fire Protection

The concept plan considers the development and construction of a fire pond with dry hydrants meeting the requirements of the Teton County Fire District. The Fire Marshal for the Teton County Fire District has given his approval for the proposed fire suppression system.

Overlay Zones

The site does not feature any natural resource overlays such as a big game migration corridor. No critical habitat areas are known or mapped on the subject site. There are no FEMA Special Flood Hazard Areas (SFHA) mapped on the site. There is no surface water on the site. It is not within the Airport Overlay and does not fall within the Scenic Corridor Overlay.

Geophysical Hazards

The site is mapped as “Class 1: Low Liquefaction Susceptibility”, the lowest risk of the three categories relating to earthquake hazard.

SECTION I: PERSONAL AND PROPERTY RELATED DATA

Parcel Number: RP06N45E280010 & RP06N45E273000

Acres: 40.0 + 40.0 = 80.0

Legal Description: NE1/4 NE1/4 SEC 28 T6N R45E, NW1/4 NW1/4 SEC 27 T6N R45E

County Zoning: A/RR-2.5 Agriculture / Rural Residential, 2.5-acre min. lot size, A-20 Agriculture, 20-acre min.

Approved Subdivision Name: Northern Lights

Approved Road Name: Solstice Circle, Eclipse Place

Access Roads: W 7000 North, N 1750 West, N 2250 West

Zoning Overlays:

Resource Overlays: None **Floodzone:** No **Airport Overlay:** No **Hazard Area:** No

Migratory Area: No **Adjacent to Public Lands:** No **FEMA Zones:** None

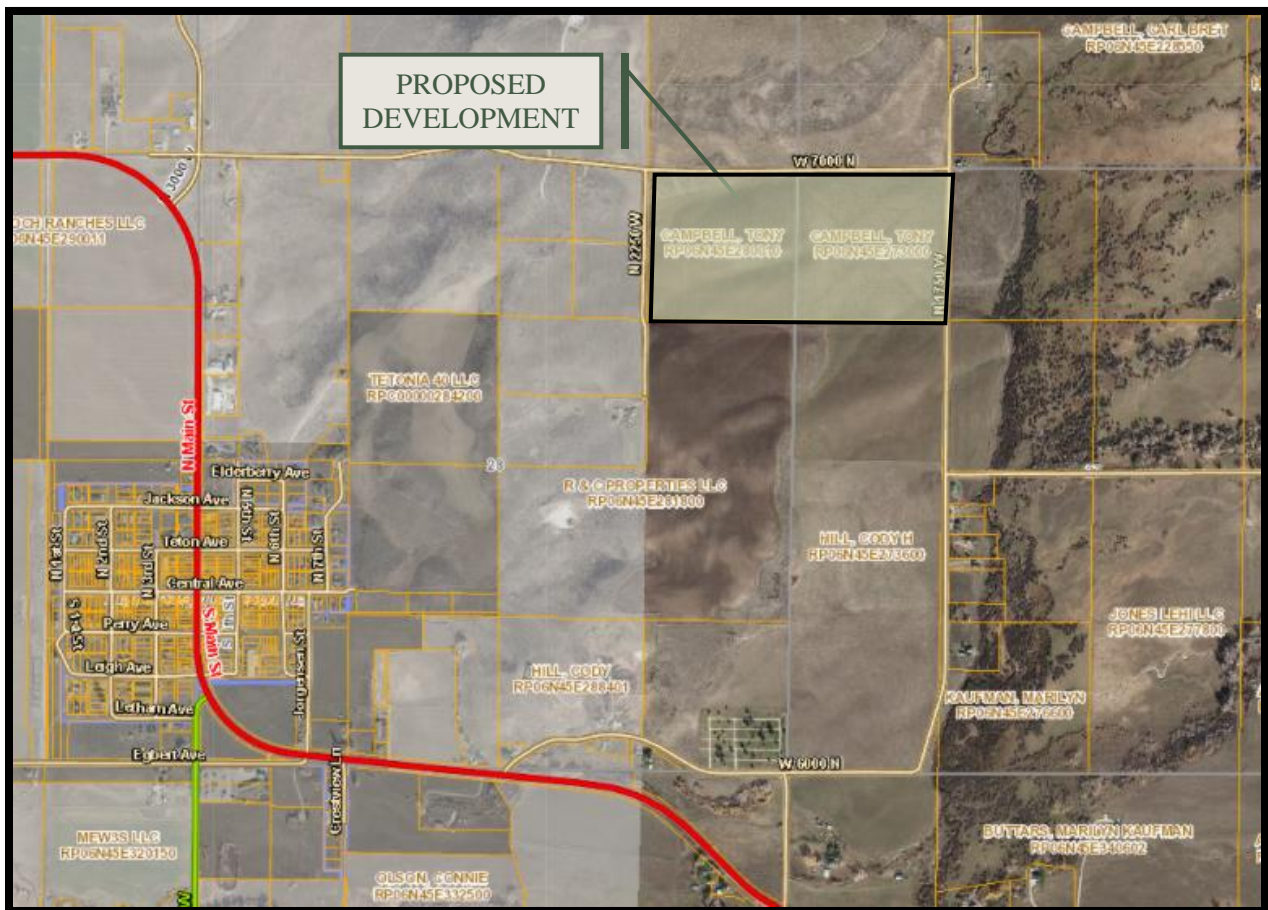


Figure 1: Location Map for Northern Lights

Latest recorded deed to the property

See appendix.

10% of total base fee (see current fee schedule)

Fees enclosed.

Minimum retainer for Nutrient Pathogen evaluation review, as applicable.

District 7 of the Eastern Idaho Public Health (EIPH) indicated a Nutrient Pathogen Study is not necessary. This requirement was addressed at the Concept submittal and review and the County did not impose this requirement above the opinion of EIPH.

Affidavit of Legal Interest

The deed establishes the legal interest. See Appendix.

Concept Plan approved

The Concept Plan was approved by Teton County Planning & Zoning staff on August 9, 2022



Figure 2: Vicinity Map for Northern Lights

SECTION II – CHECKLIST OF ITEMS REQUIRED ON THE PLAN/PLAT DOCUMENT

1. Number of Plans/Plats

- a. **Two (2) Preliminary Plats (18” x 27” or 11” x 17”) prepared by a professional land surveyor/engineer**

Teton View Surveying, a professional land surveyor in the State of Idaho, prepared a survey Preliminary Plat.

- b. **Two (2) Master Plans (18” x 27” or 11” x 17”) prepared by a professional land surveyor/engineer**

Civilize, PLLC, a professional engineer licensed in the State of Idaho, prepared engineering improvement drawings including a master plan drawing.

2. Items on Plan/Plat

- a. **Plans and plats are labeled in lower right-hand corner**

Provided as required.

- b. **Section(s), Township, Range**

Provided as required.

- c. **Accurate angular and lineal dimensions for all lines, angles and curves used to describe boundaries, streets, alleys, and easements areas to be dedicated for public use, and other important features are shown.**

Provided as required.

- d. **Identification for all lots and blocks and road names are clearly shown. Lot lines show dimensions in feet and hundreds.**

Blocks and lots depicted along with road names and dimensions in feet and hundredths.

- e. **Perimeter subdivision lines are accurately related by distance and bearings to established roads or street lines, or 1/16 section corners, and closures are a minimum if one (1) foot in 5000 feet.**

Perimeter subdivision lines related by distance and bearings to established roads or street lines, or by section corners.

f. True angles and distances to the nearest established street lines or official monuments are accurately described in the plat and shown by appropriate symbol.

True angles and distances are accurately described.

g. Radii, internal angles, points and curvatures, tangents, tangent bearings, chord, chord bearings and the lengths of all arcs are shown.

Radii, internal angles, points and curvatures, tangents, tangent bearings, chord, chord bearings and the lengths of all arcs are shown.

h. Accurate location of all monuments and fire protection to be installed, shown by appropriate symbol, and all of the U.S., State, County, or other official benchmarks, monuments, or triangulation stations in or adjacent to the property.

Accurate location of all monuments and fire protection to be installed, shown by appropriate symbol along with U.S., State, County, or other official benchmarks, monuments, or triangulation stations in or adjacent to the property.

i. Each lot corner is monumented or witnessed with permanent marker, in accordance with the rules and regulations of the State Board of Registration for professional engineers and land surveyors, and the markers are shown either by legend or separate description on the plat.

Each lot corner will be monumented upon recordation of the Final Plat in accordance with Idaho Statute.

j. Accurate boundaries and legal descriptions are given of any easement or area to be dedicated for public use, with the purpose indicated thereon, and of any area to be reserved by deed or covenant for the common use of all property owners or the general public.

Accurate boundaries and legal descriptions are given for easements and areas to be dedicated for public use, with the purpose indicated thereon.

k. Vicinity map with any existing subdivisions within 1 mile and all existing road names

Vicinity map provided along with existing subdivisions and existing road names.

l. Names of adjoining developments and ownership of surrounding land

Names of adjoining developments and property ownership provided.

m. North arrow

North arrow provided.

n. Contours

Contours provided.

o. Section and incorporation lines in and within 200 feet

Section and incorporation lines provided in and within 200 feet.

p. Boundaries and identification of zoning districts

Zoning districts and boundaries identified.

q. Building envelopes

Building envelopes are defined with setback requirements established by the jurisdiction.

r. Setback requirements

Setbacks from the jurisdiction are depicted.

s. Road names

Road names are provided.

t. Accurate scale

An accurate scale is provided presuming the drawing is printed at the correct scale.

3. Utilities

a. Statement in bold letters of proposed water, wastewater, and maintenance services

Water service is individual wells.

Wastewater service is individual subsurface wastewater dispersal systems.

b. Location, width, and information of utility right(s)-of-way and easement(s) (telephone, power, water, sewer irrigation)

Location and width of utility right(s)-of-way and easement(s) for utilities shown.

c. Location and approximate depth of active and abandoned wells and all reservoirs in and within 100 feet

No wells or reservoirs found in and within 100 feet.

d. Location and sizes of sewers, water mains, culverts, underground facilities in and within 100 feet

No central sewer or water mains are within the vicinity of the property.

4. Improvement standards:

a. Curbs and gutter, if any

No curb & gutter proposed.

b. Trails and pathways - Title 9 Section C-2

No internal trails are proposed.

c. Public utilities

The subdivision does not use public utilities for water and sewer.

d. Water supply and sewage disposal

Water supply is by individual well for each lot as a domestic exemption.

Sewage disposal is proposed via individual subsurface wastewater dispersal system.

e. Maintenance and operation of public water and sewer, if any

There is no public water and sewer proposed.

f. Fire protection (pond, well, hydrants. etc.)

Fire suppression is required. The development proposes a fire pond equipped with a dry hydrant per the requirements of the Teton County Fire District.

g. Street lighting, if any

No street lighting proposed.

h. Public land access

No public land adjoins the property; therefore, this provision is not applicable.

SECTION III: CHECKLIST OF ITEMS REQUIRED IN DEVELOPMENT AGREEMENT AND PROTECTIVE COVENANTS

1. Development Agreement

A copy of a draft development agreement prepared using the template provided by Teton County is found in the appendix. All dates and terms will need updated following approval of the Final Plat.

- Estimated date the subdivision will be completed..... Estimated
- The date actual construction will begin..... Estimated
- The date public improvements will be completed and can be inspected..... Estimated
- Inspection of public improvements under construction Included
- Control during development..... Included
- The developer shall control dust while installing infrastructure Included
- A registered professional engineer’s stamped estimate of costs for all improvements Included
- Any other conditions agreed to..... Included
- Irrevocable bank Letter of Credit (Letter of Intent from financial institution)..... Statement
- Reduction and release of guarantee Included
- Guarantee of completion of improvements Included
- Penalty in case of failure to complete construction of a public improvement..... Included
- Lots shall not be sold and recorded until final plat recording Included
- No building permits may be issued until the fire protection, including roads, are operational .. Included
- No Certificates of Occupancy will be issued until public improvements are complete Included
- The developer shall provide a stamped letter from the engineer stating the roads have been built in accordance with the submitted road plans and are up to county standards Included
- Subdivision entrance sign and street signs Included

2. Protective Covenants (CC & Rs)

A copy of the draft CC & Rs is found in the appendix.

- Homeowners Association..... Included
- Right to Farm provision Included
- County setbacks and height restrictions Included
- Architectural style and building design..... Included
- Maintenance of landscaping Included
- Screening..... Not Included
- Garbage areas Included
- Private road..... On Plat
- Storage areas..... Included
- Maintenance building Included
- No further divisions of lots..... Not Included
- Low wattage lighting downward directed Included
- Weed control Included
- Sanitary rules/regulations Included
- Mention that the following items cannot be changed by the HOA: Included

- Weed maintenance and control
- Teton County dark skies requirements
- No further lot split statement
- County setback and heights
- Right to Farm Act
- The EIPHD has authority over the HOA

3. In case of a PUD

The project is not proposed as a PUD

SECTION IV: DESIGN AND IMPROVEMENT STANDARDS

1. Design standards:

a. Dedication of street public- private

Solstice Circle and Eclipse Place are proposed as a private streets unless the Count is willing to accept them, which to date has not been the practice for the County.

b. Street and road locations

Street and road locations are shown on the engineering improvement drawings.

c. Intersections

Intersections are shown on the engineering improvement drawings.

d. Easements and rights-of-way and dedicated entity

Easements and rights-of-way are depicted on the preliminary plat as well as the engineering improvement drawings.

e. Irrigation easements - Title 8 Section 8-4-4

There are no irrigation easements on the property.

f. Blocks are clearly defined on the master plat

There is a single block.

g. Lots

Lots numbers and sizes are shown on the master plan.

h. Planting strips and reserve strips

There are no planting strips or reserve strips proposed or required for the project.

i. Landscaping Plan - Title 9 Section C-3-A

A landscaping plan is applicable to each individual lot.

j. Access to public roads/buildings

Access to public roads is onto W 7000 North.

2. Maps/Studies/Plans:

a. Map access routes to public lands/waterways - Title 9 Section C-2-a

No public land or waterways pass through or are adjacent to the any portion of the land.

b. Overlay Areas mapped - Title 9 Section C-2-b

Airport Vicinity Overlay (Title 8)

The project is not within the Airport Vicinity Overlay.

Floodplain Overlay (Title 8)

The project is not within the Floodplain Overlay

Hillside Overlay (Title 8 and Title 9)

The ground slope on the property ranges from less than 10% up to 30% in the northwest corner. Most of the property is less than 20% slope and not subject to the Hillside Overlay Zone and each lot has sufficient property less than 20% suitable for construction of a home.

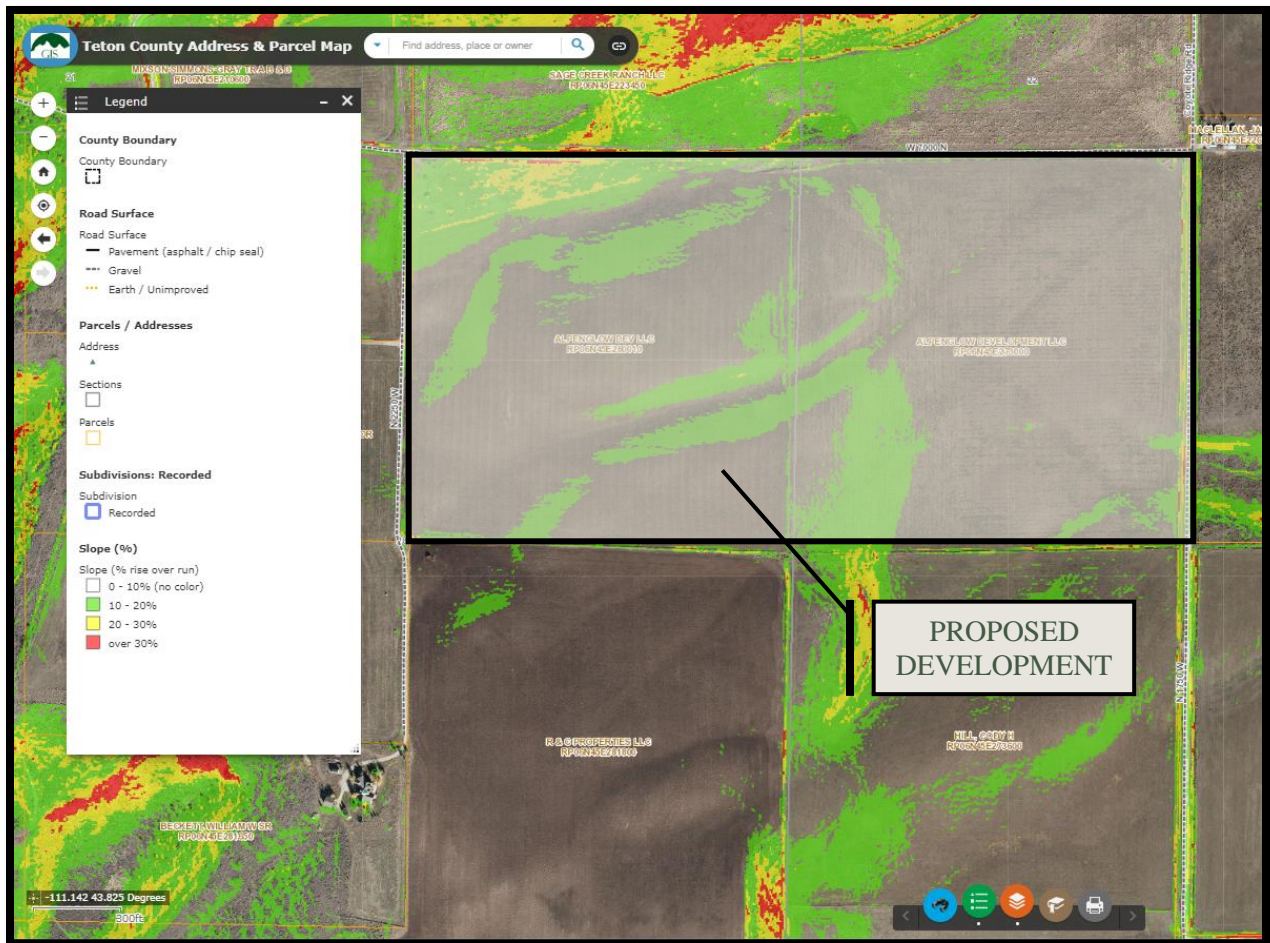


Figure 3: Hillside Overlay Mapping per Teton County GIS (2022)

Scenic Corridor Overlay (Title 8)

The project is not within the Scenic Corridor Overlay.

Wildlife Habitat Overlay (Title 8 and Title 9)

Big Game Migration Corridor

The Big Game Migration Corridor is mapped on the Master Plan.

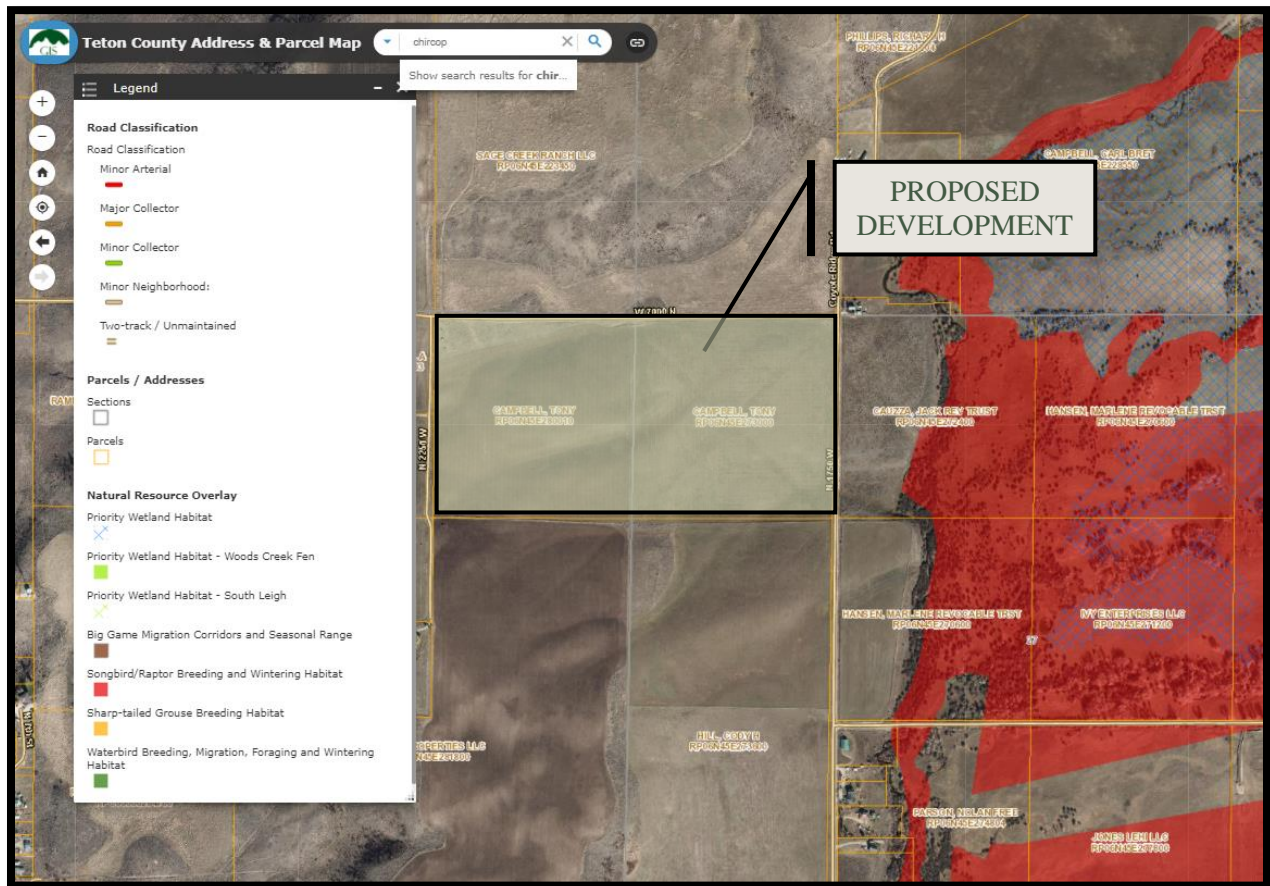


Figure 4: Wetland, Migraton Path, and Feeding or Breeding Area Mapping from Teton County GIS (2021).

Wetlands and Waterways Overlay

The project is not in the Wetlands and Waterways Overlay.

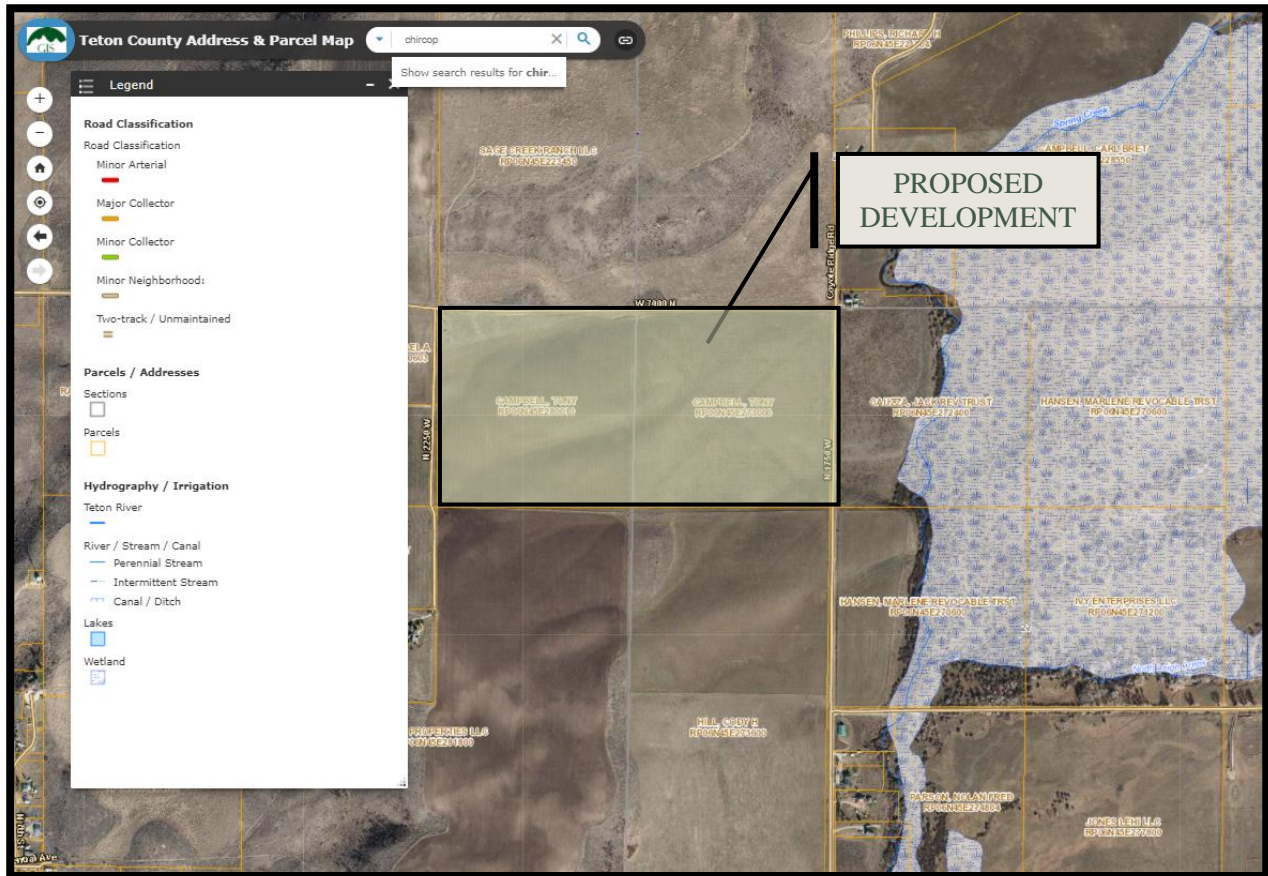


Figure 5: Hydrography and Irrigation per the Teton County GIS Mapping System (2020).

Wetlands Determination, as required - Title 8 Section 8-5-2

None of the proposed development lies within a wetland.

c. Scenic Corridor, as required - Title 8 Section 8-5-2

The property is not within the scenic corridor overlay.

d. Nutrient-Pathogen Study, as required - Title 9 Section C-3-B

District 7 of the Eastern Idaho Public Health evaluated the soils for five exploration pits and determined the soils were suitable for subsurface wastewater dispersal systems and did not indicate any requirement for a Nutrient-Pathogen study.

f. Geographical Hazards, if any

No extraordinary geographic hazards are known to be associated with the property. There is other residential development in the immediate area including the City of Tetonia. This property is subject to the same geographical hazards as those properties. There are no FEMA Special Flood Hazard Areas (SFHA) mapped on the site. There is no surface water on the site. The site is mapped as “Class 1: Low Liquefaction Susceptibility”, the lowest risk of three categories relating to earthquake hazard.

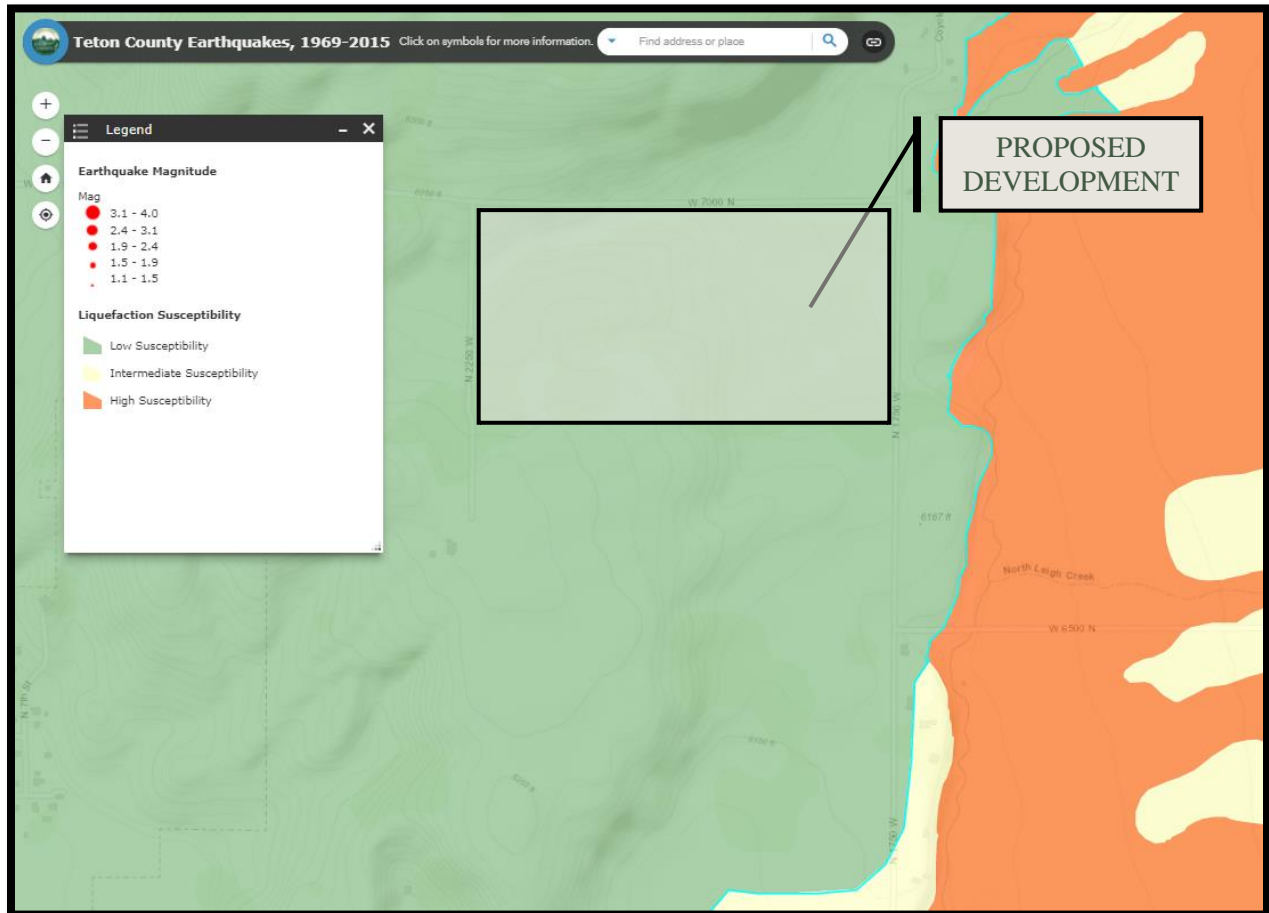


Figure 7: Earthquake Susceptibility per Teton County GIS Mapping System (2020).

Sight Line Analysis - Title 9 Section 4-B

The project is not located near Hwy. 33 or Ski Hill Road, nor are the homes proposed as clusters. As such, it does not appear the sight line analysis is applicable.

g. Natural Resource Analysis - Title 9 Section C-2-b

The proposed subdivision does not contain lands included in the Natural Resources Overlay including the Wildlife Habitat Overlay. Therefore, a Natural Resource Analysis is not required nor does it appear that any of the other elements identified in the Teton County Title 9, Section C-2-b are applicable.

Existing Conditions Inventory

Floodplains, Wetlands, and riparian areas

Other sections of this document establish that the property is not encumbered with floodplains or wetlands.

Geological or Seismic Hazards

Other sections of this document establish that the property is not encumbered by geologic hazards.

Wildfire Danger

The property falls within a high hazard rating according to the Teton County Wildfire Mitigation Plan.

Existing vegetation Communities

The property is managed as cultivated agriculture, primarily hay and grass with occasional rotation to grain.

Ridges and Rock Outcroppings

The property does not include any significant rock outcroppings.

Location within One Mile of Ski Hill Road or any State Highway

The property is not within one mile of Ski Hill Road or any state highway.

h. Wildlife Habitat

Assessment, as required - Title 9 Section C-2-c

The proposed subdivision does not contain any lands included in the Wildlife Habitat Overlay; therefore, a Wildlife Habitat Assessment is not required.

i. Hillside Assessment, as required - Title 9 Section C-2-c

A minor portion of the property falls within the Hillside Overlay; therefore, a specific Contour Plan and Grading Plan may be required along with a Soils Report, Slope Stabilization and Revegetation Plan, and Building Envelope Location map relevant to the Hillside Overlay. The engineering improvement drawings include a contour plan. The CC&Rs will restrict building upon areas greater than 20% unless the property owner performs the appropriate soil analysis.

Contour Plan

The Contour Plan is provided in the Engineering Improvement drawing package.

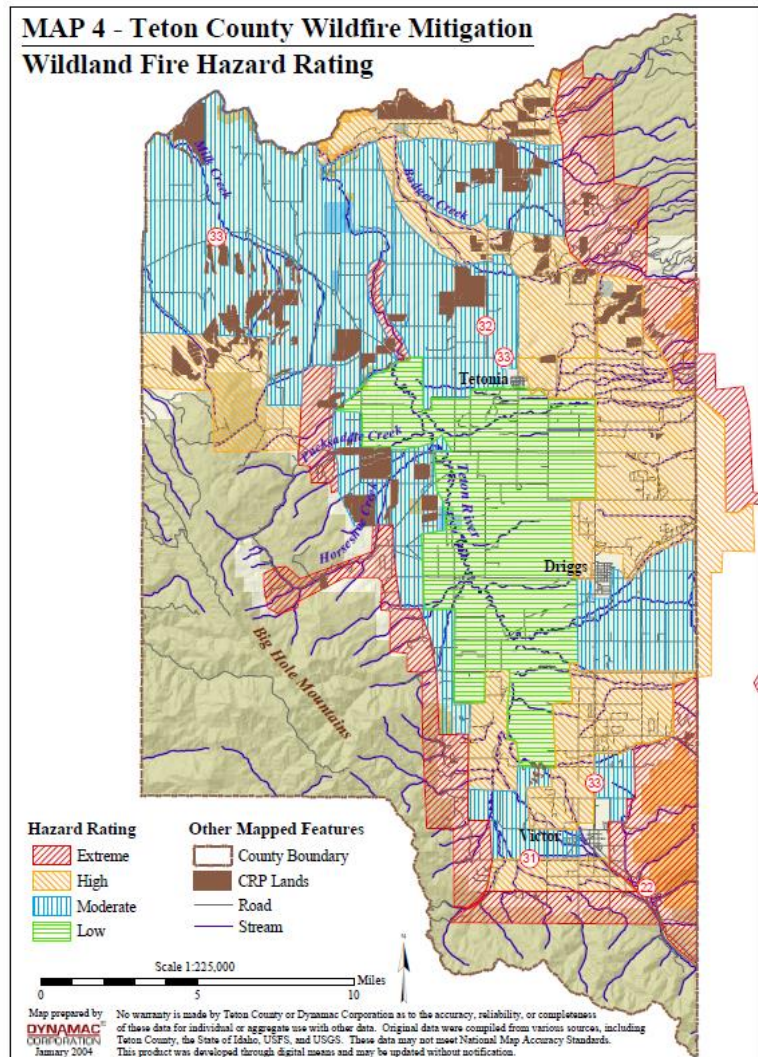


Figure 8: Teton County Wildfire Mitigation Plan, Wildland Fire Hazard Rating (April 2004)

Grading Plan

The Grading Plan is provided in the Engineering Improvement drawing package. Grading is applicable to the road prism only as individual lot owners will determine the grading on specific lots.

Soils Report

The project does not contemplate building envelopes that include ground with a slope greater than 20%, therefore, a Soils Report may not be necessary.

Slope Stabilization Plan

The project does not contemplate building envelopes that include ground with a slope greater than 20%, therefore, a Slope Stabilization Plan may not be necessary.

Revegetation Plan

The project does not contemplate building envelopes that include ground with a slope greater than 20%, therefore, a Revegetation Plan may not be necessary.

Building Envelopes

Building envelopes are not specifically planned but may be considered to preserve views for potential lot owners.

j. Public Services/Fiscal Impact Analysis (twenty lots or more) - Title 9 Section C-4-A

The proposed development contains seventeen buildable lots. A Public Services/Fiscal Impact Analysis is not required.

k. Traffic Impact Study (ten lots or more) - Title 9 Section C-3-D

The proposed development contains seventeen buildable lots. A Traffic Impact Study is required and has been prepared. See Appendix.

l. Natural Resources Impact Mitigation Plan, as required - Title 9 Section C-2-c

The project does not include any natural resource overlays, therefore, a Natural Resource Impact Mitigation Plan is not required.

m. Open Space Management Plan, as required - Title 9 Section C-2-c

The project does not include any open space, therefore, an Open Space Management Plan is not required.

n. Facilities Map include existing structures

The engineering improvement drawings include a Master Plan, Hardscape Plan, and Grading & Drainage Plan. There are no existing structures on the property.

o. Written determination signed by a qualified professional that the above condition(s), as applicable, do not exist on the property

The responses to the above questions as determined from publicly available information, including the mapping prepared by Teton County, represent the professional opinion of the Engineer.

3. Other Land Use Applications, as needed:

a. Scenic Corridor - Title 8 Section 8-5-2

The proposed development does not fall within the scenic corridor.

b. Zone Change - Title 8 Section 8-3-6

The Applicant is not proposing any zone change in association with the proposed development.

c. Conditional Use Permit - Title 8 Section 8-6-1

The Applicant is not proposing any use at this time that would require a Conditional Use Permit.

d. Variance - Title 8 Section 8-8-1

The Applicant is not proposing any variances in association with the proposed development.

e. Other: _____.

Not applicable.

SECTION V: CHECKLIST OF REQUIRED ITEMS/INTERAGENCY COORDINATION

1. Correspondence Required:

a. Financial “Letter of Intent”

A financial “Letter of Intent” is provided in the appendix.

b. Letters of Preliminary Approval:

Fire Marshal

The development contains seventeen buildable residential lots. A fire suppression system is required. The Fire Marshal was provided with the preliminary engineering drawings and has provided correspondence indicating the requirements for fire suppression.

DEQ, if applicable

Because there are no public water or sewer systems proposed, there is no requirement from DEQ to review and comment on the proposed development.

Irrigation District/Canal Company

The proposed development does not have any creeks, canals, or ditches on the property and therefore there is no ownership, ROW, or easement on the property for an irrigation district or canal company. However, the property falls within the Haden Irrigating Canal Co. LTD

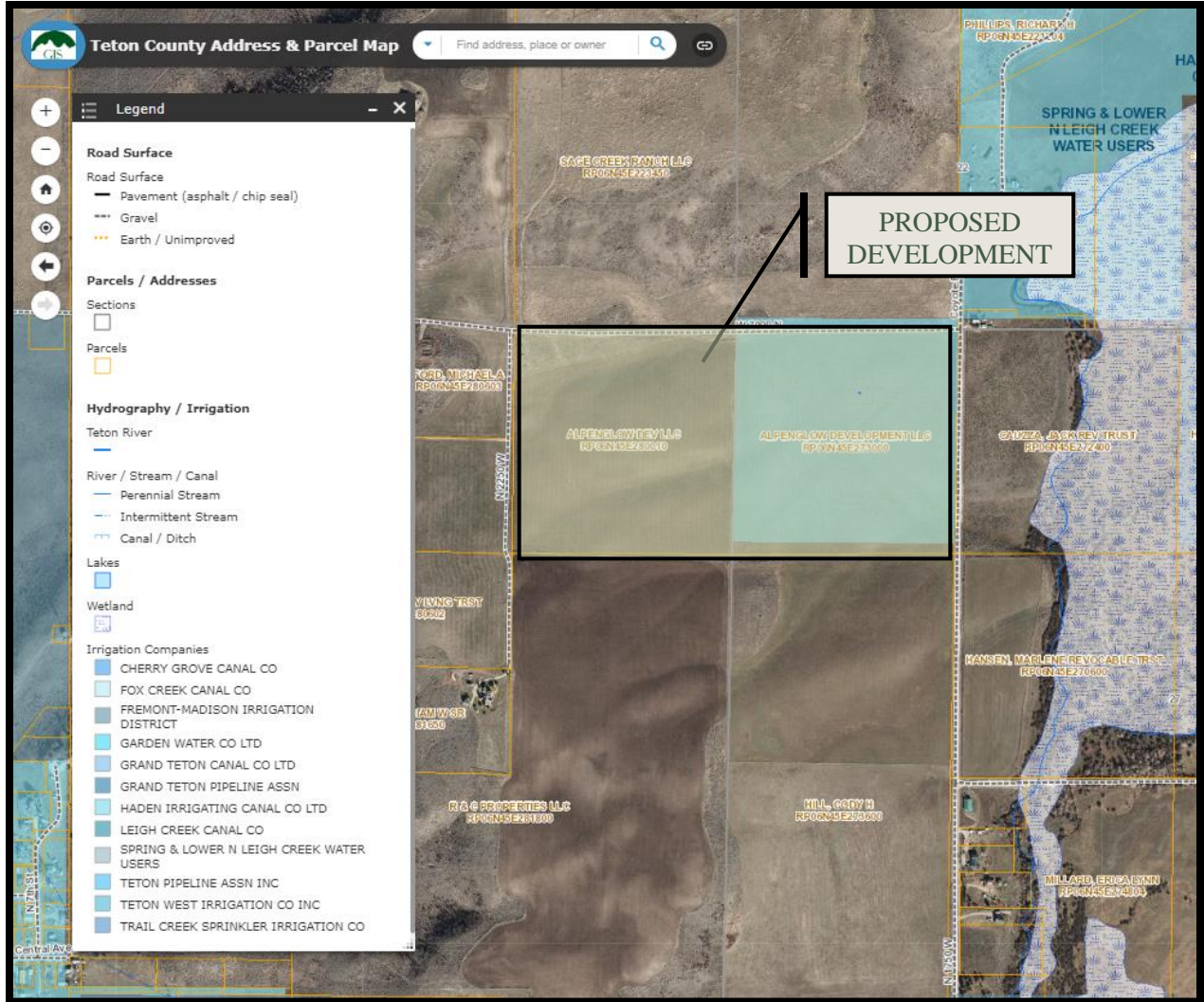


Figure 9: Hydrography and Irrigation per the Teton County GIS Mapping System (2022).

Idaho Public Health Department:

District 7 of the Idaho Public Health Department has conducted soil testing on the property and indicated its suitability for installation of subsurface wastewater dispersal systems. The project has been submitted to them for review and comment.

Property not requiring DEQ approval

Project does not require DEQ approval. A letter from the Idaho Public Health Department is provided in the appendix.

Property with DEQ involvement or unique concerns identified by Public Health Department

Property does not require DEQ approval.

“Will Serve Letter” from the City, if applicable

The City is not providing utility services, therefore a “will serve letter” is not applicable.

2. Infrastructure Improvement Plans:

Two (2) copies of preliminary infrastructure improvement plans:

a. Fire Suppression

The development contains seventeen buildable residential lots. A fire pond is proposed as the mechanism for fire suppression system.

b. Water System, if any

There is no public water system.

c. Sewer System, if any

There is no public sewer system.

d. Storm and Erosion Plan

A Grading and Drainage Plan is provided in the engineering improvement drawings with calculations for stormwater runoff for the 100-Year, 24-Hour storm event from the road ROW.

e. Landscaping Plan

A Landscaping Plan is applicable to each individual lot.

3. Roads:

a. Road Access Permit (Road and Bridge Department)

Access to the development is from a roadway owned by Teton County. The development proposes to utilize one existing approach and to permit a second approach which will require an encroachment permit from the County Road & Bridge Department.

b. Intent for County Road Improvements (Board of County Commissioners)

The Applicant has no intent for the County regarding road improvements.

c. Description to assure adequate funds for maintenance of roads within the development

The roads within the subdivision will be maintained by the HOA as described in the CC & Rs.

d. Two (2) copies of preliminary road plans prepared by a registered Idaho Civil Engineer including at a minimum the following:

Pavement/gravel design including necessary cross sections

The road design and cross sections appear in the engineering improvement drawings.

The street layout complies with the County standards for a local road consistent with an ADT less than 150 vehicles per day. The proposed ROW is 60' and the proposed road width is 20 feet with one ten-foot travel lane in each direction and a two-foot shoulder on each side of the road.

Minor collector roads differ from major collectors in that these routes should be “spaced at intervals consistent with population density to accumulate traffic from local roads and bring all developed areas within reasonable distances of collector roads; provide service to the remaining smaller communities; and link the locally important traffic generators with their rural hinterland” (AASHTO, 2004).

Although the designation of a minor collector is not based on ADT, major collectors in Teton County as defined in Figure 2 generally have a traffic volume ranging from 150 to 400 vehicles per day. The road standard for minor collectors in Teton County, Idaho is shown in Table 5 below, while the cross-section may be viewed in Figure 6..

Table 5. Minor Collector Standard

Lane Width (ft)	Shoulder Width (ft)	Road Width (ft)	ADT (veh/day)	Speed Limit (mph)
10	2	24	150-400	35-45

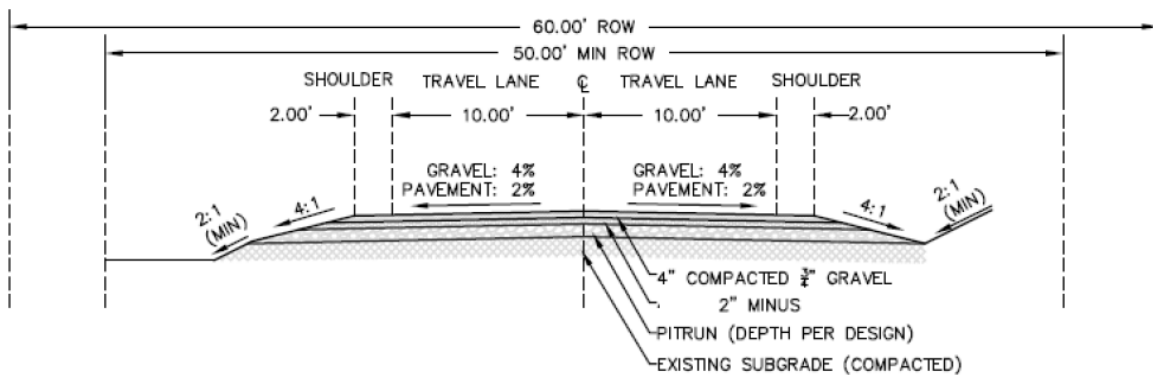


Figure 6. Minor Collector Cross-Section

Figure 10: Minor Collector Road Cross-Section

The roads for the subdivision include a looped road that accesses each of the lots planned for residential construction and a dead end with a cul-de-sac built to Teton County standards to accommodate emergency response vehicles.

Road will be constructed at a minimum of eight (8) ft. from the edge of the roadway easement to the nearest edge of traveled way

The design is compliant.

Cross-section of pavement and turn around

Cross-sections provided along with plans for turn arounds in the engineering improvement drawings.

Cut and fill cross section sheets indicating sections spaced in consideration of gradient of the road

Cut and fill cross sections are not provided.

Plan and Profile and typical cross sections of roads and turn-arounds, Plan and Profile should be based at a minimum in consideration of gradient of the road

Plan & Profile sheets are provided.

Road system for un-platted portions of the property

All of the property is platted.

Easements dedicated to the public/Arterial and Collector roads are platted to appropriate separate entities

No interconnectivity to adjacent parcels is proposed, therefore, there are no easements platted to separate entities.

Mailboxes and pullouts

Mailboxes are planned for a common area near the front of the development.

Fire pullouts

A pullout is provided near the fire pond.

Bridges preliminary design

There are no bridges in the project.

(See Teton County Highway and Street Guidelines for road specifications for further information.)

Acknowledged.

4. Water Rights:

a. Evidence that development will not interfere with existing agriculture water rights and access for maintenance.

There are no canals, ditches, or waterways on the property which are owned or controlled by an irrigation district or canal company. However, the property does have some water rights associated with the ground for which documentation is provided in the appendix.

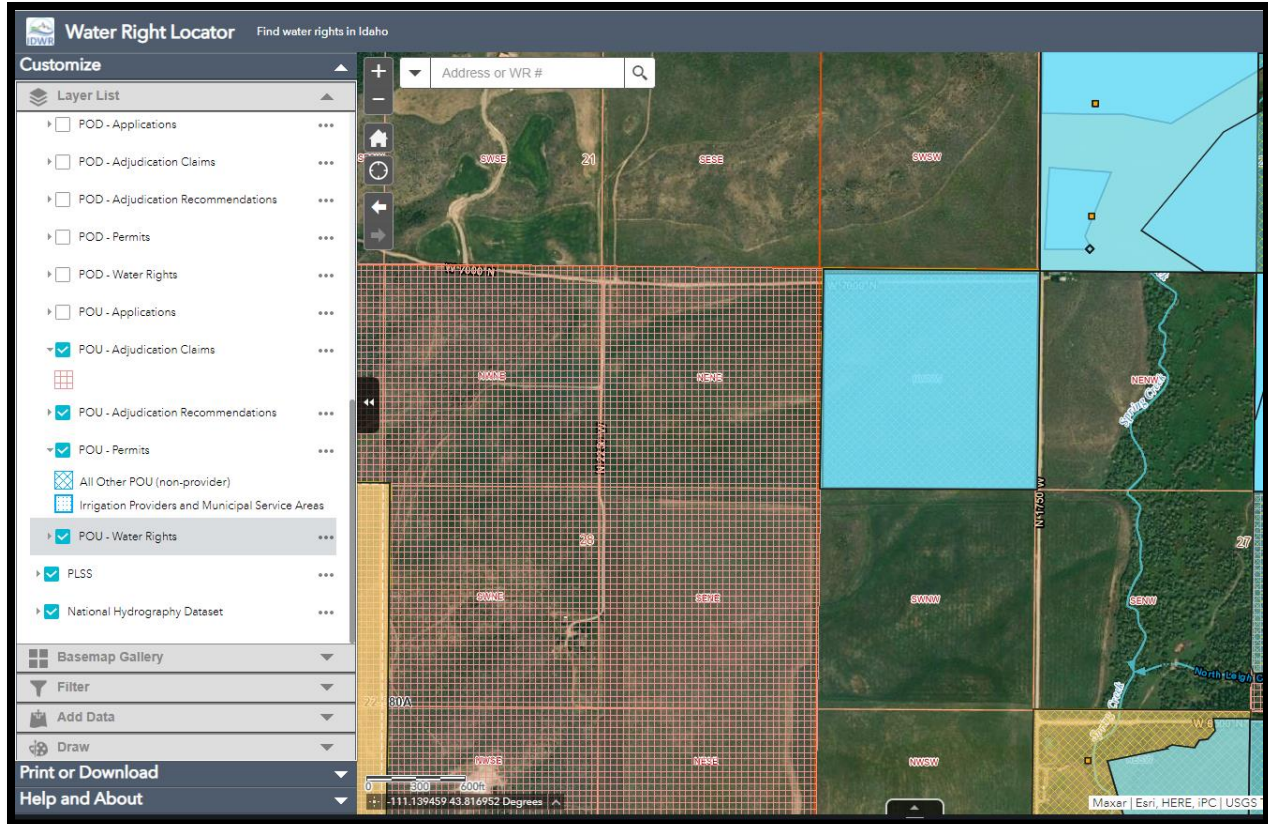


Figure 11: IDWR Water Rights Locator, Point of Use for Water Rights

APPENDIX A

Most Recent Deed

Instrument # 276913

TETON COUNTY, IDAHO
07-22-2022 09:00:00 No. of Pages: 2
Recorded for: SMITH KNOWLES PC
KIM KEELEY Fee: \$15.00
Ex-Officio Recorder Deputy, Kim Keeley
Index to: DEED, QUIT-CLAIM

When Recorded Return To:
Smith Knowles, P.C.
Patrick J. Galloway
943 W Overland Road, Ste 109
Meridian, Idaho 83642

QUIT CLAIM DEED

For value received, TONY CAMPBELL and ANNE CAMPBELL, husband and wife, GRANTORS, hereby quit claim and conveys all right, title and interest to ALPENGLOW DEVELOPMENT, LLC, as GRANTEE, the following described property situated in Teton County, State of Idaho:

NW ¼ NW ¼ SEC27 T6N R45E, BOISE MERIDIAN, TETON COUNTY, IDAHO

NE ¼ NE ¼ SEC28 T6N R45E, BOISE MERIDIAN, TETON COUNTY, IDAHO

Subject to easements, restrictions, and rights of way of record.

WITNESS the hand of said Grantors this 21 day of ~~June~~ ^{July} 2022.

//Signature Page Follows//

NOT A LEGAL COPY

APPENDIX B

Concept Approval



**MINUTES
PLANNING & ZONING COMMISSION
PUBLIC HEARING
August 9, 2022
STARTING AT 5:00 PM**

**LOCATION: 150 Courthouse Dr, Driggs, ID 83422
1st Floor Meeting Room**

Commissioners Present:

Wade Kaufman
J.A. Michelbacher
Erica Tremblay
Wyatt Penfold
Rebeca Nolan
Commissioner Timothy Watters -- **Absent**
Commissioner Lindsey Love -- **Absent**

Staff Present

Jade Kreuger
Claire Lazes
Sharon Fox

1. Approval of Minutes
2. Chairman Business

Mr. Michelbacher asked the Commissioners how many Commissioners whose terms are up will want to continue on another 3 year term. Mr. Michelbacher, Ms. Nolan, Mr. Watters and Mr. Penfold agreed to stay on for another 3 years. Ms. Tremblay stated that she is retiring from service as Planning Commissioner. Mr. Michelbacher thanked her for her volunteered time and service on the Planning Commission..

3. Administrator Business

Item #1. – PUBLIC HEARING: Two Thousand Views Subdivision Concept Hearing Brian Maw submitted an application for a 10-lot subdivision on 27.97 acres located on W 2000 S. Zoning is A/RR 2.5 and lots range in size from 2.5 -3.9 acres. There are no overlays on the parcel.

Legal Description: RP04N46E066705 TAX #5647 SEC 6 T4N R46E

Ms. Krueger reviewed the application for a 10 lot subdivision on 27.97 acres located on W 2000 S. There are no overlays on the parcel but it will require a Traffic Impact Study based on the number of lots. She also pointed out that the applicant will need to base that study on full buildout taking into consideration the potential for 2 homes on each lot. Ms. Krueger also encouraged the applicant to work with other applicants in the same neighborhood and participate in some joint public amenities, and pointed out the irrigation canal that crosses the parcel and requested that be identified on the Preliminary plat.

Mr. Taylor Cook with Nelson Engineering, representing the applicant, commented they will prepare all the required studies prior to Preliminary Plat application and committed to use full buildout numbers for the Traffic Impact Study.

Mr. Brian Maw, applicant, commented he was not aware of the easement but will make sure to contact the irrigation company involved.

PUBLIC COMMENT:

There was no public comment.

COMMISSION DELIBERATION:

The Commission had no issues with the application based on the suggested conditions of approval.

MOTION: Having concluded that the Criteria for Approval of a Subdivision Concept Plan found in Title 9-3-2(B-4) can be satisfied I move to APPROVE the Concept Plan for Two Thousand Views Subdivision as described in the application materials submitted February 11, 2022, and as updated with additional applicant information attached to this staff report with the inclusion of the following conditions of approval: 1) Fire suppression be approved; and 2) Garden Water Co. Ltd easement identified on the plat.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rebeca Nolan, Commissioner
SECONDER:	Erica Tremblay, Commissioner
AYES:	Wade Kaufman, Commissioner, J.A. Michelbacher, Chairman, Erica Tremblay, Commissioner, Wyatt Penfold, Commissioner, Rebeca Nolan, Commissioner
ABSENT:	Timothy Watters, Commissioner

Item #2. – PUBLIC HEARING: Northern Lights Subdivision Concept Hearing . Tony & Anne Campbell submitted an application for a 24-lot subdivision on two 40-acre parcels located on N 2250 W & W 7000 N northeast of Tetonia. Zoning is A/RR 2.5 and lots range in size from 2.5 - 20 acres. There are no overlays on the parcels.

Legal Description: RP06N45E280010 NE4NE4 SEC 28 T6N R45E & RP06N45E273000 NW4NW4 SEC 27 T6N R45E

Ms. Krueger reviewed the application for a 24 lot subdivision on two 40-acre parcels located on W 7000 N northeast of Tetonia. There are no overlays but will require a Traffic Impact Study and a Fiscal Impact Study. She noted a pathway trail identified inside the subdivision but it will not connect to anything outside the subdivision. She discussed the public comment that was received after the packet was sent out commenting on traffic impact issues and wildlife concerns along with the high density. Ms. Krueger also covered the information that will need to be provided at the Preliminary Plat application stage

Mr. Brent Crowther with Civilize Engineering, representing the applicant, commented on the history of the applicant and their willingness to work with the neighbors after reading their comments and will be making adjustments to the Preliminary Plat based on the studies and the conversations with the neighbors. He stated they will be meeting with the Director of Public Works after the Traffic Impact Study is completed to discuss the results and the potential need for improvements offsite on the County roads.

PUBLIC COMMENT:

Mr. Troy Black commented he moved to the north end of the valley because it is mostly farmland and he asked why an applicant would want to do this subdivision. He was concerned with the traffic on the road.

Ms. Mack Sullivan commented she was concerned with the density proposed that will access from 7000 N and the impact on the wildlife.

Mr. Robert Stewart commented his parents built their home on 7000 N and there were no other homes close to theirs for all these years. He now lives on the land and was concerned with the density of the proposed subdivision and the impact on traffic and wildlife. He was also concerned about his water quality.

Mr. Paul Forester commented he was opposed to the application and asked for more consideration for the wildlife habitats on the site because he was concerned with losing that.

Ms. Becca Parkinson commented she was concerned with the scale of the application based on the existing character of the neighborhood and the impact on wildlife. She felt the density should be lower based on the surrounding parcels.

Mr. Jeremiah Keavney commented he agreed with the neighbors comments and wanted to add he felt the traffic study should take into account the possibility of using 1750 N and 2000 N, which most people will use based on the slope of 7000 N.

Mr. Cody Hill commented he was concerned about the traffic impact.

Ms. Claire Vittuci commented she lives on 1750 N and was concerned with the traffic that will be passing by her home and was concerned with the impact on the water table.

Mr. Marc Olesen commented he would like the applicant to withdraw their application because of how it will impact his quality of life. He was concerned with the impact on the water table and wildlife as well.

Ms. Ida Hansen commented the hearing is for a Concept approval which does not require any studies completed. The applicant will have the option to make appropriate changes to their application once the studies are done, but it should not be judged based on the criteria for a Preliminary Plat approval. It does comply with the criteria of approval for a Concept application based on the Subdivision Ordinance it is being considered under.

APPLICANT REBUTTAL:

Mr. Crowther commented for the applicant due to the inability of the applicant to get their Zoom connection to work. He commented the applicant based his application on the current rules when he applied for the subdivision. It is their intent to complete the studies and to assess the impacts based on this information and make changes they feel are appropriate.

Mr. Tony Campbell, applicant, commented he grew up in Teton Valley and is very familiar with the property and the surrounding roads that will be used for access. He does understand that the roads could use some improvement, but he did not believe he should bear all of the costs. He stated they intend to live in the subdivision.

COMMISSION DELIBERATION:

Ms. Tremblay commented she wanted to see the applicant come back with larger lots to help reduce the traffic impacts and wildlife impacts. Ms. Nolan wanted to see a PUD and have the lots clustered along with a reduction in the number of lots. Mr. Michelbacher pointed out that this is a Concept hearing and there have

been no studies done yet to base the changes on, and he felt the studies would bring some changes before the Preliminary application. Mr. Penfold commented his family has been farming their land on 2000 S for years and there are now close to 300 lots being proposed surrounding his farm. It is based on the zoning allowed and unless someone can afford to buy the land adjacent to them it is not possible to prevent the owner from developing it based on the allowed densities. The Commission agreed that the application meets the criteria for approval, but hoped the applicant will listen closely to the neighbors concerns.

MOTION: Having concluded that the Criteria for Approval of a Subdivision Concept Plan found in Title 9-3-2(B-4) can be satisfied I move to APPROVE the Concept Plan for Northern Lights Subdivision as described in the application materials submitted March 28, 2022, and as updated with additional applicant information attached to this staff report.

RESULT:	APPROVED [4 TO 1]
MOVER:	Rebeca Nolan, Commissioner
SECONDER:	Wyatt Penfold, Commissioner
AYES:	Wade Kaufman, Commissioner, J.A. Michelbacher, Chairman, Wyatt Penfold, Commissioner, Rebeca Nolan, Commissioner
NAYS:	Erica Tremblay, Commissioner
ABSENT:	Timothy Watters, Commissioner, Lindsey Love, Commissioner

Item #3. – PUBLIC HEARING: Homestead Ranches Subdivision Concept Hearing Tetoniahills 79, LLC has submitted an application for a 2-lot subdivision on 79.82 acres located on N 8000 W. Zoning is A-20 and the lots are 39.82 & 40 acres each. The parcel is located southwest of Tetonia and has the Big Game Migration & Seasonal Range overlay.

Legal Description: RP06N44E346150 S2SW4 SEC 34 T6N R44E

Ms. Krueger reviewed the application for a 2 lot subdivision on 79.82 acres access on N 8000 W west of Tetonia. She discussed the overlays and the studies that would be required as well as the need to secure the access point. No fire suppression is required.

Mr. Carl Womack, applicant, commented he is just asking for 2 lots and supports the new zoning that also supports his application. He has no problem with a shared driveway for access.

PUBLIC COMMENT:

There was no public comment

COMMISSION DELIBERATION:

The Commission had no issues with the application.

MOTION: Having concluded that the Criteria for Approval of a Subdivision Concept Plan found in Title 9-3-2(B-4) can be satisfied I move to APPROVE the Concept Plan for the Homestead Ranch Subdivision as described in the application materials submitted May 11, 2022, and as updated with additional applicant information attached to this staff report.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wyatt Penfold, Commissioner
SECONDER:	Erica Tremblay, Commissioner
AYES:	Wade Kaufman, Commissioner, J.A. Michelbacher, Chairman, Erica Tremblay, Commissioner, Wyatt Penfold, Commissioner, Rebeca Nolan, Commissioner
ABSENT:	Timothy Watters, Commissioner, Lindsey Love, Commissioner

Item #4. – PUBLIC HEARING: Farm to Market Fields Subdivision Preliminary Hearing Davide & Michele Lucchina submitted an application for a 2-lot subdivision on 40.27 acres zoned A-20 located southwest of Driggs and accesses through an easement which connects to W 200 S/S 5750 W. Zoning is A-20 and there are no overlays on the parcel.

Legal Description: RP04N44E014801 TAX #6525 SEC 1 T4N R44E

Ms. Krueger reviewed the application for a 2 lot subdivision on 40.27 acres southwest of Driggs. There are no overlays that would generate a study and no fire suppression is required.

Mrs. Sharon Woolstenhulme with AW Engineering, representing the applicant, commented the subdivision process was required because a One Time Only lot split had already been used. She also commented on the County road improvements that the applicant has already done voluntarily. She stated water rights have been legally transferred to the new owner.

PUBLIC COMMENT:

There was no public comment.

COMMISSION DELIBERATION:

The Commission had no issues with the application.

MOTION: Having concluded that the Criteria for Approval of a Preliminary Plat found in Title 9-3-2-C can be satisfied, I move to RECOMMEND APPROVAL of the Preliminary Plat for Farm to Market Fields Subdivision as described in the application materials submitted April 14, 2022, and additional information attached to the staff report.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Tremblay, Commissioner
SECONDER:	Rebeca Nolan, Commissioner
AYES:	Wade Kaufman, Commissioner, J.A. Michelbacher, Chairman, Erica Tremblay, Commissioner, Wyatt Penfold, Commissioner, Rebeca Nolan, Commissioner
ABSENT:	Timothy Watters, Commissioner, Lindsey Love, Commissioner

Item #5. – PUBLIC HEARING: Norville Subdivision Preliminary Plat Hearing Charles Norville submitted an application for a 3-lot subdivision on 40.2 acres located at approximately N 2500 W & W 4000 N. Lots range in size from 4.052 - 33.14 acres and is in the Wetlands & Waterways overlay area. The parcel has mixed zoning of A/RR 2.5 and A-20.

Legal Description: RP05N45E090450 TAX #6217 SEC 9 T5N R45E

Ms. Krueger reviewed the application for a 3 lot subdivision on 40.2 acres located on N 2500 W & W 4000 N. She reviewed the overlays and the required studies that were done, the approved fire suppression agreement with Daydream Ranch, a nearby subdivision, and pointed out the trail connection being included on the parcel that may someday be able to connect to the Rails to Trails path system. She also reviewed the conditions of approval in the attached staff report.

Mr. Taylor Cook with Nelson Engineering, representing the applicant, commented the driveway standards will be applied to the shared access for Lots 1 and 2 and Lot 3 will have a separate access. He commented the Army Corp of Engineers has approved the driveway design based on the wetland delineation that was done.

PUBLIC COMMENT:

Ms. Ida Hansen commented on the water rights and explained the water shares come from the Hog Cannal and continue down to the next property and she emphasized the fact that the ditches cannot be disturbed. She also commented the parcel has irrigated wetlands, not natural wetlands.

COMMISSION DELIBERATION:

The Commission had no issues with the application as long as there was a plat note for the irrigation ditch.

MOTION: Having concluded that the Criteria for Approval of a Preliminary Plat found in Title 9-3-2-C can be satisfied, I move to RECOMMEND APPROVAL of the Preliminary Plat for Norville Subdivision as described in the application materials submitted April 12, 2022, and additional information attached to the staff report.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wyatt Penfold, Commissioner
SECONDER:	Erica Tremblay, Commissioner
AYES:	Wade Kaufman, Commissioner, J.A. Michelbacher, Chairman, Erica Tremblay, Commissioner, Wyatt Penfold, Commissioner, Rebeca Nolan, Commissioner
ABSENT:	Timothy Watters, Commissioner, Lindsey Love, Commissioner

Item #6. – PUBLIC HEARING: Crossed Arrows Subdivision Preliminary Plat Hearing Lindsay Neven has applied for a 5-lot subdivision on 118.48 acres located near Tetonia in Cache Townsite owned by Ryan Kearsley. The zoning is Agriculture - 20-Acre Min. Lot Size and there is a Priority Wetland Habitat overlay on the parcel. Lots range from 20 - 30 acres in size.

Legal Description: RP05N45E093601 TAX #6222 LESS TAX #6223 & 6680 CACHE TOWNSITE SEC 9 T5N R45E

Ms. Krueger reviewed the application for a 5 lot subdivision on 118.48 acres located in Cache Townsite south of Tetonia with lots ranging from 20 to 30 acres in size. She discussed the overlays and the studies that were completed, the access requiring a 300' separation, and the approval of a shared fire suppression system. She said the applicant does need to get a subdivision approval from EIPH prior to the next Preliminary hearing. Ms. Krueger also noted the applicant has agreed to include a trail easement across the parcel for potential future connections to the Rails to Trails pathway.

Mr. Taylor Cook with Nelson Engineering, representing the applicant, commented there is a recorded instrument for an easement for an adjacent property owner and it will be noted on the next Preliminary Plat submitted for the BoCC hearing. He also discussed the NP study conducted and once reviewed the applicant will adhere to any recommendations.

PUBLIC COMMENT:

Ms. Ida Hansen commented the lot has 35 water shares and it is irrigated wetlands, not natural wetlands. She wanted to know who will maintain the fence easement noted that there is a shared agreement.

COMMISSION DELIBERATION:

The Commission had no issues with the application and complimented the applicant on the lot sizes.

MOTION: Having concluded that the Criteria for Approval of a Preliminary Plat found in Title 9-3-2-C can be satisfied, I move to RECOMMEND APPROVAL of the Preliminary Plat for the Crossed Arrows Subdivision as described in the application materials submitted on April 6, 2022, and additional information attached to the staff report with the following condition of approval: 1) Information on distribution of water rights be included in the CC&Rs.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wyatt Penfold, Commissioner
SECONDER:	Rebeca Nolan, Commissioner
AYES:	Wade Kaufman, Commissioner, J.A. Michelbacher, Chairman, Erica Tremblay, Commissioner, Wyatt Penfold, Commissioner, Rebeca Nolan, Commissioner
ABSENT:	Timothy Watters, Commissioner, Lindsey Love, Commissioner

Item #7. – PUBLIC HEARING: Driggs Centre Business Park Substantial Plat Amendment Solimar LLC has submitted a plat amendment application to further divide Lot 41 of the Driggs Centre Business Park, Phase 1 into 3 lots. The zoning is M-1 and the lots will range in size from .41 -.50 acres. There are no overlays on the parcel.

Legal Description: RP006600000410 LOT 41 DRIGGS CENTRE BUSINESS PARK PHASE 1 SEC 31 T5N R46E

Ms. Krueger reviewed the request to amend the Driggs Centre Business Park plat to split Lot 41 into 3 smaller lots ranging from .41 to .50 acres. She reviewed the zone and the standards associated with the M-1 zoning, the lack of overlays, and the suggested conditions for approval.

Mrs. Sharon Woolstenhulme with AW Engineering, representing the applicant, they will increase the 50' easement before the next hearing and will check into the acreage discrepancy to make sure that is corrected.

PUBLIC COMMENT:

Mr. Peter Landry commented he was concerned with changes proposed because of the impact on the other lots nearby.

Mr. Matt Strong commented he owns several parcels in the subdivision and was questioning the increased hookups and the lack of a turnaround at the end of this road.

APPLICANT REBUTTAL:

Mrs. Woolstenhulme commented the zone is M-1 and the CC&Rs do not prohibit further splitting the lots and the Fire Marshal does not require a turn around on this road due to the length of the road. Mr. Kevin Mayberry, applicant commented he realizes the lots are smaller than some of the existing lots but they are large enough to put a commercial building on.

COMMISSION DELIBERATION:

The Commission had no issues with the application and were happy to see the development moving forward.

MOTION: Having concluded that the Criteria for Approval of a Subdivision Plat Amendment found in Title 9-7-1 (B-2b) have been met, I move to recommend APPROVAL of the Amended Plat for the Driggs Centre PUD as described in the application materials submitted March 31, 2022.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Wade Kaufman, Commissioner
SECONDER:	Erica Tremblay, Commissioner
AYES:	Wade Kaufman, Commissioner, J.A. Michelbacher, Chairman, Erica Tremblay, Commissioner, Wyatt Penfold, Commissioner, Rebeca Nolan, Commissioner
ABSENT:	Timothy Watters, Commissioner, Lindsey Love, Commissioner

Adjourn at 8:40

MOTION: Adjourn 8:40 PM

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rebeca Nolan, Commissioner
SECONDER:	Erica Tremblay, Commissioner
AYES:	Wade Kaufman, Commissioner, J.A. Michelbacher, Chairman, Erica Tremblay, Commissioner, Wyatt Penfold, Commissioner, Rebeca Nolan, Commissioner
ABSENT:	Timothy Watters, Commissioner, Lindsey Love, Commissioner

APPENDIX C

Draft Development Agreement

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 NORTHERN LIGHTS

THIS AGREEMENT is made and entered into as of the 30th day of June, 2023 by and between Alpenglow Development, LLC and/or assigns (hereafter "Developer") and Teton County Idaho, a political subdivision of the State of Idaho (hereafter "County").

WHEREAS, the Subdivision was approved under the 2012 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 Northern Lights, as approved by the Board of County Commissioners of Teton County on June 12, 2023.

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 Northern Lights located on the Property described in Exhibit A in the jurisdiction of Teton County, Idaho. This definition shall include any and all future names or titles for the Northern Lights

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 Alpenglow Development, LLC whose address is 718 Meadow Hills Drive, Richland, WA 99352, 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 one phase. 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 as detailed in the Northern Lights Improvement plans dated June 2023, recorded in the Teton County Clerk and Records office on June 30, 2023. 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 Northern Lights estimated cost to complete all Improvements as of June 30, 2023 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: Solstice Circle and Eclipse Place. 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 15% 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 Northern Lights 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 one year(s) after the recording of the approved final plat, and will complete construction of the Improvements within two years after commencement of construction of such Improvements. Subsequent phases shall complete the Improvements no later than two 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 one year(s) of recording of the final plat, the Developer will lose its approvals and entitlements for Northern Lights 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 June 30, 2026, 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 Northern Lights 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 24 months after construction begins, and no later than June 30, 2026. 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	July 1, 2023	June 30, 2026

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 Not Applicable

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 Northern Lights 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:

Alpenglow Development, LLC
718 Meadow Hills Drive
Richland, WA 99352

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 Northern Lights 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 fall 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 Northern Lights 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 Northern Lights 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 \$0.00 to be designated for road Improvements to not applicable.

Section 41. Community Enhancements. The Developer hereby pledges \$0.00 from the proceeds of each lot closing in Northern Lights. The Developer desires \$0.00 to go to not applicable, \$0.00 to go to not applicable and \$0.00 to go to not applicable. 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 Records 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 _____, 2023, 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

SITUATED IN THE STATE OF IDAHO, COUNTY OF TETON, BEING ALL OF THE NE $\frac{1}{4}$, NE $\frac{1}{4}$, OF SECTION 28, AND ALL OF THE NW $\frac{1}{4}$, NW $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 45 EAST, B.M.

EXHIBIT B
ENGINEER'S COST ESTIMATE

Project No. **01-22-0011** Date: 24-Jan-23
 Project: **Northern Lights** Prepared by: JTF
 Client: **Tony & Anne Campbell** 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%			\$ 14,000
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	4,000.00	\$ 4,000
4	1 - General	Environmental Protection & Special Controls - Solid Waste, Dust, Fu	1	LS	4,000.00	\$ 4,000
		SUBTOTAL				\$ 27,000
ROADWAY						
5	2- Site Const.	Clearing and Grubbing	26,000	SY	1.50	\$ 39,000
6	2- Site Const.	Demolition - Removal of Obstructions	1	LS	0.00	\$ -
7	2- Site Const.	Excavation	0	CY	10.00	\$ -
8	2- Site Const.	Furnish and Install Embankment Material	0	CY	20.00	\$ -
9	2- Site Const.	Geotextile Fabric	12,100	SY	1.50	\$ 18,150
10	2- Site Const.	Furnish and Install 12-inches Granular Borrow Subgrade (Pit Run)	3,790	CY	32.00	\$ 121,280
11	2- Site Const.	Furnish and Install 4-inches 2" Minus Base Course	1,240	CY	42.00	\$ 52,080
12	2- Site Const.	Furnish and Install 4-inches 3/4" Aggregate Base Course (3/4"	1,140	CY	48.00	\$ 54,720
12	2- Site Const.	Crushed Rock)	0	SY	5.00	\$ -
13	2- Site Const.	Furnish and Install 3-inches Hot Mix Asphalt Pavement	0	SF	5.00	\$ -
14	2- Site Const.	Furnish and Install Walking Path (10' wide - asphalt)	0	SF	5.00	\$ -
15	2- Site Const.	Sidewalk	0	SF	5.00	\$ -
16	2- Site Const.	Ribbon Curb	0	LF	21.00	\$ -
16	2- Site Const.	Curb & Gutter	0	LF	32.00	\$ -
17	2- Site Const.	Furnish and install concrete crosspan/valley gutter	0	Each	4,000.00	\$ -
18	2- Site Const.	Furnish and install ADA ramp	0	Each	2,500.00	\$ -
19	2- Site Const.	Furnish and install reseeding, topsoil, mulch	65,440	SF	0.20	\$ 13,088
20	2- Site Const.	Pavment Marking	0	LS	3,000.00	\$ -
21	2- Site Const.	Furnish and install street signs	6	Each	1,250.00	\$ 7,500
22	2- Site Const.	Traffic Control	1	LS	2,000.00	\$ 2,000
		SUBTOTAL				\$ 307,818
WATER						
24						\$ -
43						\$ -
		SUBTOTAL				\$ -
SEWER						
44						\$ -
47						\$ -
		SUBTOTAL				\$ -
PRIVATE UTILITIES						
48	2- Site Const.	Trenching for Fall River Electric	1,185	LF	4.00	\$ 15,600
49	2- Site Const.	Furnish and install 2-inch PVC Conduit - Fall River Electric	1,185	LF	6.00	\$ 23,400
50	2- Site Const.	Furnish and install conductor - Fall River Electric	1,185	LF	11.25	\$ 43,875
51	2- Site Const.	Furnish and install transformer, meter, and meter base	0	Each	1,250.00	\$ 21,250
52	2- Site Const.	Furnish and install natural gas	0	LF	0.00	\$ -
53	2- Site Const.	Furnish and install natural gas service lateral - Intermountain Gas	0	Each	3,000.00	\$ -
		SUBTOTAL				\$ 104,125
MISCELLANEOUS						
54	2- Site Const.	Excavation of Fire Pond	30,000	CF	1.00	\$ 22,500
55	2- Site Const.	Geosynthetic Liner	6,000	SF	1.50	\$ 12,000
56	2- Site Const.	Appurtenances	1	LS	10,000.00	\$ 10,000
57	2- Site Const.					\$ -
		SUBTOTAL				\$ 44,500
		SUBTOTAL CONSTRUCTION COST				\$ 361,818.00
		Round to nearest \$10,000				\$ 370,000.00
		Confidence Factor			90%	\$ 37,000.00
TOTAL CONSTRUCTION COST						\$ 407,000.00

EXHIBIT C PHASING PLAN

The project consists of a single phase.

APPENDIX D

Draft CC & Rs

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NORTHERN LIGHTS SUBDIVISION

This is a Declaration of the Protective Covenants, Conditions, and Restrictions regulating and controlling the use and development of real property, made effective this **10 Day of October 2023**, by **Northern Lights** subdivision, identified as, Teton County, Idaho, consisting of **Alpenglow Development, LLC**, an Idaho Limited Liability Company, herein referred to as “Declarant” the Owner or beneficial Owner of all the lots in the Northern Lights subdivision, according to the plat filed for record in Teton County, Idaho, and which shall herein be referred to as “properties.” Northern Lights Homeowners Association, Inc. (“Association”) is bound and governed by the terms of this Declaration.

ARTICLE 1 - PURPOSE AND DECLARATION

NOW THEREFORE, declarant hereby declares that all properties described shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of said land and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns.

ARTICLE 2 - DESIGN GROUP AND COMMITTEE

“Design Group and Committee” shall mean a committee consisting of two or more people to consider and act upon proposals for plans submitted for construction. The initial committee shall consist of the Declarant. Upon the sale of 75% of the lots, the successors to the Design Group shall be elected by the existing Lot Owners. The Lot Owners shall be entitled to one vote per lot and a determination shall be made at that time, prescribing the number and size of the Design Group.

ARTICLE 3 - HOMEOWNERS ASSOCIATION

After 15% of the lots have been sold, a Homeowners Association shall be formed from the existing Lot Owners to administer and enforce these covenants. Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Lot and such membership shall automatically terminate when the Owner ceases to have an ownership interest in the Lot. Upon the transfer of an ownership interest in a Lot the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a

Lot is held by more than one Person, the membership appurtenant to that Lot shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Lot is held. Notwithstanding the foregoing, the Declarant shall also be granted voting rights as a Class "B" Member, as defined below.

The members of the Association shall hold meetings at intervals set by the Association. Additional regular or special meetings of the members may be held if deemed necessary. This entity shall be responsible for the contracting for services and the collection of Homeowners Fees and the disbursement of the same.

ARTICLE 4 - VOTING

Each Owner shall be entitled to one (1) equal vote for each Lot in which they are an Owner. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such Person(s) is present, the votes appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot. With regard to any approval that requires a specified percentage of total membership, the total membership shall be calculated from the total number of Owners eligible to vote at the time such approval is sought.

The Association shall have two (2) classes of voting membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of Class "B" membership, if any. Only an Owner that is current on all assessments and/or other fees, and whose Lot does not have any outstanding violations, shall be deemed in good standing and entitled to vote at any annual or special meeting.

(b) Class "B". The Class "B" Member shall be Declarant. In all matters requiring a vote, the Class "B" membership shall receive one hundred (100) votes for each recorded Lot owned by Declarant. The Class "B" membership shall also be entitled to appoint the members of the Board and Association during the Declarant Control Period. During the Declarant Control Period the Declarant may exercise all rights and privileges of the Association, and such additional rights as stated herein, without prior notice, meeting, or vote of the members. It is the intent of this Declaration to allow Declarant to exercise full control of all aspects of the Association and the Subdivision during the Control Period, or sooner if Declarant assigns or terminates its rights in writing.

ARTICLE 5 - CONTROL PERIOD

The Declarant Control Period runs until the first to occur of the following:

- (a) When the total number of votes for the Class “B” Member is less than the total number of votes for the Class A Members (Declarant no longer owns at least one Lot in the Subdivision); or
- (b) When, at its discretion, the Class “B” Member so determines.

Notwithstanding anything to the contrary in this Declaration, Declarant may exercise its discretionary termination of control in whole or in part as to any portion of the Subdivision at its sole election and determination. In doing so as to a portion of the Subdivision, it does not waive any reversionary or remaining control as to all other portions of the Subdivision, the control of which is not expressly terminated by Declarant.

ARTICLE 6 - HOMEOWNERS FEES

Each Lot Owner shall be responsible for his or her pro-rata share for the snow removal, road maintenance, fire pond maintenance, dust control, weed control program, and perimeter fence maintenance. All costs associated with any maintenance occurring on the easement accessing the property shall be included in these fees. On a yearly basis, the homeowner’s association shall assess fees against each lot and notify the respective owners of the same for the following year. Unless the Homeowner’s Association designates otherwise, annual assessments shall be paid in full during the fiscal year and shall be due on the first day of January, of the calendar year. Failure to pay the fees can result in a lien being placed on the lot or lots owned and/or additional legal action. Any installment or other portion of an assessment not paid within 15 days after its due date shall be delinquent and shall be subject to interest and late charges not to exceed the maximum rate permitted by law, as well as all other additional charges. Until 15% of the lots have been sold, the Design Group shall act in this capacity.

ARTICLE 7 – ARCHITECTURAL DESIGN AND CONTROL

No building, fence or other improvement shall be constructed, erected or maintained, on a lot in the subdivision, nor shall any addition thereto, or alteration therein, be made until the ideas, plans, specifications and such other information relating to such improvements have been submitted and approved in writing by the Design Group. In passing upon such plans and specifications, the type of materials, the quality of the materials, and the color to be used, shall be considered by the Design Group in approving or disapproving the plans. Consideration shall be given to compliment the type of other structures in the subdivision and in no manner be derogatory thereto. The Design Group shall have absolute discretion in making determinations as to acceptability.

ARTICLE 8 - DESIGN REVIEW

All plans and specifications shall be acted upon by the Design Group within 15 days of submission thereof to determine if the proposed used or development conforms to the requirements of these covenants. The Design Group may approve plans and specifications subject to any conditions or modifications which the Design Group determines to be necessary in order to ensure conformity with the requirements of these covenants. The Design Group shall retain one set of plans and specifications.

Limitation of Liability. Neither the Design Group nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of these covenants, provided that such committee or member thereof has acted in good faith.

ARTICLE 9 - DEVELOPMENT AND RESTRICTIONS ON USE

All construction, development or use shall conform to the following requirements:

A. Provisions in addition to County Land Use Regulations. Conformity with all applicable land use regulations of Teton County, Idaho, shall be required in addition to the requirements of these covenants. In case of any conflict, the more stringent requirements shall govern.

B. Residential Use. Every lot is hereby restricted in use for residential purpose only, and neither the premises, nor any improvements thereon, shall be used for any commercial, including hotel, industrial, public, illegal or immoral purposes and no nuisance shall be maintained or permitted to exist thereon. No signs for purposes of advertising shall be permitted.

C. Authorized Structures. No building or structure shall be constructed, placed or maintained on any lot except a single-family residence and one accessory structure All buildings or structures that have been approved in writing by the Design Group prior to any construction.

D. Accessory structures. All accessory structures, including barns, garages, corrals, guest residences on any Lot must be approved by the Design Group and must be constructed of the same materials or materials of similar architectural style and quality as the Dwelling on the Lot. Accessory structures are allowed only after the primary Dwelling has been constructed on the Lot. Size, height, color, other features and placement of all accessory structures must be approved by the Design Group. The total number of all accessory structures shall not exceed one (1). A multipurpose structure may be constructed e.g., a small greenhouse attached to a barn or a guestroom above a secondary garage would be counted as one structure. The purpose of this subsection is to reduce the clutter of buildings and the impact of the scenic view of all owners. All such structures must comply with municipal and County codes. All such structures must be placed behind the fence line. All structures on any lot shall be compatible in design and materials.

E. Driveways/egress. Driveway access to accessory structures shall be the same driveway used to access the main residence, or an extension thereof, so long as a separate driveway from the subdivision interior access road is not installed. It is the intent that driveway accesses to the interior subdivision access road be minimized.

F. Construction and Architectural Guidelines. All homes and structures must be “Architecturally Significant” in design to distinguish Northern Lights from other common subdivisions. All architectural designs, modern or traditional, must include design aspects that respect the farming and mountain lifestyle heritage and traditions of Teton Valley. Modern versions and interpretations using current or future design and construction methods and materials are encouraged and welcomed, but all concepts and designs must be approved by the Design Group first.

No A-frame, Tiny Home, Prefabricated, Mobile or Yurt structures shall be allowed. Only new construction shall be permitted. No non-approved used materials shall be used. Exterior colors shall be flat, subdued white, dark, in the earth tone range. Color samples, on pieces of all exterior siding and roofing materials to be used, shall be submitted to the Design Group for approval.

No non-approved materials, nor prefabricated materials of any kind other than structural components (wall panels, and truss systems), shall be permitted on any lot. Pre-cast concrete panels and or prefabricated structural panels are allowed for use as construction or architectural components but cannot be used as finished exterior surfaces unless those components are part of the architectural features and approved by the Design Group.

Natural materials shall be preferred. No vinyl siding shall be allowed. Unless otherwise permitted by the design group, no garage, stable, corral or other outbuildings shall be constructed of vinyl materials.

The roofs of all structures shall be constructed of shake shingles, slate, cement or ceramic tile, approved metallic roof coverings or such materials as may be approved by the Design Group. Any and all roof pitches are allowed as long as they provide adequate weather shedding faculties and are not architecturally unappealing. Solar collectors shall not be considered as roofs unless the solar panels are integrated into the roofing system themselves or can be considered an architectural feature and are approved by the Design Group.

All construction shall be completed within one year from the commencement date of construction unless the Design Group approves an extension for good cause. All construction must conform to Uniform Building Code (UBC). All construction and alteration shall comply with all current county and state building and safety codes. All construction and alteration, in addition, shall comply with all zoning and applicable laws of Teton County, Idaho.

G. Dwelling size Limitations. The interior area of any Dwelling constructed on a Lot, exclusive of the porches and garages, must be at least two thousand (2000) square feet livable space.

H. Height Limitations, Setbacks, Building locations. No building shall be of a height which will unreasonably obstruct the view of the Tetons, which is defined as “to block an existing Owner from having natural, direct, line-of-sight to 9,000 ft. and higher of the actual peaks, that includes Mt. Owen, Grand Teton, Middle Teton, and South Teton from said Owner’s place of residence, limited to their main living room window, center of width and at 5 feet high. The right to an “unobstructed view of the Tetons” is given to all Owner’s in their existing main dwelling. Building height shall be measured from established building grade to the highest point of the roof structure but shall not include chimneys or vents. No building or structure of any kind constructed on the lot shall exceed a height of 35 feet above the established building grade.

I. Set Back Requirement for Improvements. All structures shall be set back a reasonable distance from the lot line, be in compliance with applicable County standards and requirements required at the discretion of the Design Group during the design review process.

J. Construction Debris. The burning of construction debris within the Property is strictly prohibited. Builders must repair any damage done to roads or other improvements in connection with their work on the Property.

K. Utilities. All utilities must be installed underground. Electrical and telephone lines, cable and or fiber will be installed underground along the roads accessing the subdivision. All propane tanks and similar facilities shall be (i) installed underground, screened or enclosed in a separate structure, or constructed as an integral part of the main structure of the residence, all in accordance with applicable laws and code requirements; and (ii) conspicuously flagged or otherwise marked to be easily identified by fire and other emergency vehicles and by snow removal equipment.

L. Temporary Structure Prohibited. No RV’s or temporary structures, such as trailers, tents, shacks or other similar buildings used as a residence or habitation shall be permitted on the lot, except during construction as authorized by the Design Group or visitation for 90-day maximum per calendar year.

M. Vehicles. Construction on each lot must include garaged parking, attached or detached, for a minimum of 2 automobiles. No dilapidated, un-repaired, inoperable or unsightly vehicles or similar equipment (working or non-working) shall be parked or stored on any portion of the Property (including streets and driveways) unless enclosed by a structure or screened from view behind the side yard. All boat, travel trailer, recreational vehicle, motorhome, camper or similar vehicle shall be stored in a garage or shielded from the road and/or neighbors.

N. Livestock and Household Animals. Owners may keep a reasonable number of dogs, cats or other domestic household pets. It shall be the obligation of each Owner to maintain and restrain all animals to eliminate disturbance or annoyance of others. A pet shall be allowed to roam free until it proves a disturbance or nuisance to other Lot Owners.

Livestock, including horses, pigs, sheep, or other farm animals may be kept for non-commercial purposes, up to the maximums listed in the table below. Owners are under the same obligation

to eliminate/prevent disturbance or nuisance of their livestock to other Lot Owners.

Livestock	Max # Grazed per 2.5 Acres	Max # Boarded / Penned per Lot Owner
Horses/Lama	2	6
Cattle	0	0
Pigs	0	2
Chickens	15	15
Goats/sheep	2 (staked)	4

O. Duty to Maintain. The Northern Lights Subdivision is an agriculturally supportive development and as such Owners shall ensure undeveloped areas of their Lots are kept as agriculture ground, in a manner for ease of tillage or planting and harvesting crops as default (unfenced where applicable). Owners may opt to individually or mutually lease property areas for this purpose to support healthy maintenance of the subdivision. This keeps the unconstructed areas healthy, green in the summer and white and open in the winter. The Design Group may establish other rules and standards for maintaining Dwellings, Improvements, and Landscaping on Owner Lots. It is the obligation of each Owner to maintain their Lot at all times in order to preserve and enhance the enjoyment of the Subdivision. The Owner shall be responsible for keeping the Dwelling and Improvements thereon in a clean and sanitary condition, free of pests and rodents, and uncluttered.

Landscaping around dwellings and structures shall be kept in a healthy, well-trimmed manner, free from weeds, with lawns properly watered, fertilized and mowed on a regular basis, and trees pruned. The Owner shall comply with County rules regarding noxious/invasive weeds/thistles and follow control recommendations to keep Lot(s) free from thistles. Trees adjacent to Solstice Circle and Eclipse Place are intended to be species that are indigenous to the local area such as pine, aspen, etc. and will not be planted as to, nor when fully grown, “obstruct the view of the Tetons” as defined in Section 1. Owners are responsible to maintain said trees on their Lot(s).

Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure. Service areas, storage piles, compost piles and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scraps or refuse or trash shall be kept, stored or allowed to accumulate on the lot.

(a.) Blithe – All property Owners shall be responsible for cleaning and maintaining their property to a standard that is respectful of adjacent property owners and the subdivision by maintaining visually appealing properties. This means no abandoned vehicles, junk, trash, signs or other materials and activities that may negatively affect the property values of the subdivision. Any property deemed by the Homeowner’s Association or majority of property Owners to be visually or physically offensive will be subject to penalties and made responsible for the cleanup. If the property owner is unwilling or unable to perform the required cleanup, the homeowner’s association will

assume that responsibility and a \$1000 penalty will be assessed to the lot, and a lien recorded in the Office of the Clerk of Teton County, Idaho, to collect the penalty and the cost of the cleanup.

P. Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to Owners in the area in the enjoyment of their lots. In determining whether there has been a violation of this paragraph, recognition must be given to the premise that adjoining Owners, by virtue of their interest and participation, are entitled to the reasonable enjoyment of the natural benefits surrounding the lot.

Q. Light Pollution. Without limiting the foregoing, no light shall be emitted from a lot which is unreasonably bright or causes unreasonable glare for any adjacent Lot Owner. Downward-directed, low-wattage, dark sky lighting, in conformance with the Teton County, Idaho, Dark Sky Lighting Ordinance 9-412, is required.

R. Solar Collectors. Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be placed on any structure in a manner which causes objectionable glare to any neighboring residence. Solar collectors shall be integrated into the structure of a residence, garage, carport or accessory building and shall not be free-standing. If for whatever reason it is deemed necessary to create a free-standing solar system, that system shall be completely enclosed and shielded from view of the road and or neighboring properties in a way that is aesthetically pleasing and accepted and approved by the Design Group or majority of Owners. No solar collectors of any kind shall be permitted without specific approval of the Design Group or majority of the Homeowners.

S. Water System. Each structure designed for occupancy or use by human beings shall be connected to a water supply system at the Owner's expense. Such water system shall conform to the standards applicable for the area, including, without being limited to, the District 7 Health Department and other applicable state or local agencies. Per county regulations, residents are permitted to irrigate 0.5 acres. Irrigation ditches if any are present can be altered or moved, but water volumes cannot be impeded.

T. Septic Systems. Each Owner will maintain their septic system in compliance with all applicable Eastern Idaho Public Health and Idaho Department of Environmental Quality recommendations.

As per Idaho Statutes, access shall be granted as follows:

TITLE 42

IRRIGATION AND DRAINAGE – WATER RIGHTS AND RECLAMATION

CHAPTER 12 MAINTENANCE AND REPAIR OF DITCHES

42-1204. PREVENTION OF DAMAGE TO OTHERS. *If any water ditches or canals are present, the owners or constructors of ditches, canals, works or other aqueducts, and*

their successors in interest, using and employing the same to convey the waters of any stream or spring, whether the said ditches, canals, works or aqueducts be upon the lands owned or claimed by them, or upon other lands, must carefully keep and maintain the same, and the embankments, flumes or other conduits, by which such waters are or may be conducted, in good repair and condition, so as not to damage or in any way injure the property or premises of others. The owners or constructors have the right to enter the land across which the right-of-way extends, for the purposes of cleaning, maintaining and repairing the ditch, canal or conduit, and to occupy such width of the land along the banks of the ditch, canal or conduit as is necessary to properly do the work of cleaning, maintaining and repairing the ditch, canal or conduit with personnel and with such equipment as is commonly used, or is reasonably adapted, to that work. The right-of-way also includes the right to deposit on the banks of the ditch or canal the debris and other matter necessarily required to be taken from the ditch or canal to properly clean and maintain it, but no greater width of land along the banks of the canal or ditch than is absolutely necessary for such deposits shall be occupied by the removed debris or other matter.

U. Waste Disposal. Each structure designed for occupancy or used by human beings shall be connected to an authorized waste disposal system at the Owner's expense. Such waste disposal system will conform to the standards applicable to the area, including without being limited to, the District 7 Health Department and other applicable state or local agencies. No outdoor toilets shall be permitted, except during construction at which time all construction toilets must be screened from view of other residents. It must be of a storage type and be serviced on a needed basis.

V. Excavation and Mining. No excavation for stone, sand, gravel, or earth shall be made on any lot, except for such excavation as may be necessary in connection with the erection of an approved structure or improvement thereon. No oil drilling, oil development operation, quarrying or mining operations of any kind shall be permitted on any lot without the consent of all Lot Owners of the subdivision. All spoils from excavation related to construction must be replanted within 6 months.

W. Fencing. Fences shall be treated as improvements and subject to the prior written approval of the Design Group. Should the Lot Owner not adequately maintain the lot boundary fences, and after proper and adequate notice as to needed maintenance, the Design Group shall take necessary action in order to protect property values and assess Lot Owner for expenses incurred. This is *NOT* to require or encourage every Lot Owner to fence his or her lot, but if a fence is needed, it must comply with this provision and be maintained accordingly.

X. Landscaping. The area between the Lot line and the finished road surface shall be landscaped and maintained by the Owner in a uniform manner. Additional landscaping requirements may be contained in the Design Group Guidelines. Xeriscaping in the front yard may be allowed, subject to submission of a detailed landscape plan and prior written approval by the Design Group. Landscaping shall be maintained in the same location and species as approved in the original Landscape Plan. Modifications to landscaping must be preapproved in writing by the Design Group.

Y. Trees, Landscaping, and Weed Abatement Program. Plans for landscaping and tree and shrubbery planting shall be submitted to the Design Group for prior approval. The Design Group will implement a weed abatement program when the development begins in the subdivision and at the time of road reclamation. Existing lots will not be disturbed and will be left in agricultural use until development begins.

Z. Noxious weeds. Noxious weeds must be kept under control at all times at the expense of the Owner, and lots should not be left in an uncared-for condition. In the event that a Lot Owner fails to comply with weed control, either the Lot Owner or the Homeowners' Association, whichever is applicable, shall commence to eliminate the weeds from the infested lots. A \$1000 penalty will be assessed to the lot, and a lien recorded in the Office of the Clerk of Teton County, Idaho, to collect the penalty and the cost of the weed eradication if the Owner does not reimburse said weed control costs.

ARTICLE 10 – EASEMENTS AND SUBDIVISION

A. Easements – Each lot will be assigned one prescribed easement for access to and from the lot onto common roads, based on the final building location and safety of the subdivision as approved by the Design Group. No additional easements can be granted or sold by Lot Owners to other parties. Each lot may or may not be subject to common easements for roads, utilities, maintenance, access, recreation, open space and other possible easement requirements for the proper maintenance and compliance requirements of the subdivision.

B. Fire Control Pond. Easement rights to and around the pond shall be granted to emergency crews for the purpose of utilizing the pond. Easement shall also be granted to the Homeowners Association for the purpose of maintaining the pond. The Homeowners Association shall be responsible for all costs associated with maintaining the pond.

C. Subdivision of Lots - No lots within the Northern Lights Subdivision may be further divided.

ARTICLE 11 – LEASES AND RENTAL AGREEMENTS

All lease/rental agreements are made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration. Any failure on the part of any tenant to comply with this Declaration shall constitute a default under the terms of such rental agreement and a violation of this Declaration by the Owner of the Lot.

A. Farming. Owners may provide individual or group leases of their lot(s) or a portion of their lot(s) to individuals for the agricultural purposes of farming and/or grazing. The Association may establish additional rules regulating leasing which may not prohibit the rental rights of Owners in this Section but may impose additional requirements and burdens on the Owner.

B. Third Parties. All Owners' guests, invitees, licensees, tenants, and occupants shall be required to comply with the rules and restrictions of the Association contained in this

Declaration and the other Governing Documents. Owners shall remain responsible and subject to enforcement for the actions of their guests, invitees, licensees, tenants, and occupants.

C. Vacation Rentals. Subject to the foregoing restrictions and any subsequent amendments to this Section that may hereafter be adopted, Owners of Lots shall have the right to rent out their dwellings pursuant to Idaho Code § 55-3211 and § 67-6539: For the purposes of subdivision safety and security and to cover additional expenses caused by excessive use of vacation renters the following conditions will apply to Owners wishing to rent their homes as vacation rentals.

(a) Vacation Rental License Fee - Owners wishing to rent their homes as vacation rentals will be subject to a vacation renter license fee of \$1,000 per year. This right can be revoked permanently or at any time if the renters cause damage to common areas or violate the right of adjacent Owners to quiet enjoyment of their property.

(b) Rental Terms - Dwellings may be rented by the Owners thereof for short-term, transient or hotel purposes, which shall be defined as:

- 1) a rental for any period less than thirty (30) days, or any rental if the occupants of the dwelling are provided customary hotel service, maid service, furnishing laundry and linen.
- 2) Owner is approved in good standing with a rental or property management agency approved and listed by Northern Lights Subdivision. This includes: VRBO®, Airbnb Inc., Teton Valley Property Management, PMI Grand Tetons, Wydaho Property Management.
- 3) All rental agreements are made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration. Any failure on the part of any tenant to comply with this Declaration shall constitute a default under the terms of such rental agreement and a violation of this Declaration by the Owner of the Lot.

(c) Renter Vehicles - Vacation renters shall be limited to no more than 2 vehicles and 1 boat or RV per rental period.

(d) Certificate of Insurance – A Certificate of Insurance shall be required of homeowners wishing to rent their homes as vacation rentals naming the subdivision as additionally insured to protect the subdivision from damage or liability caused by renters. Please contact the Homeowner’s Association for current insurance coverage requirements.

(e) Disposal Fees – Any additional disposal charges caused by excessive waste by rented homes and incurred or charged to the Homeowner’s Association will be the sole responsibility of the Lot Owner and will be charged accordingly.

(f) Rules and Responsibility – In the interest of safety and security and respect for our neighbors the requirements listed above will be strictly enforced. Any violations may result in the permanent revocation of your ability to rent your home for our definition of short-term rentals. In addition, if you are found to be renting your home without proper

authorization or payment of your vacation rental license fee from the Homeowner's Association a \$1000 penalty along with whatever license fee charges will be assessed to the lot, and a lien recorded in the Office of the Clerk of Teton County, Idaho, to collect the penalty and the cost penalty and license fee. All property Owners will be responsible for the actions of their renters that negatively affect the rights and property of other Owners and the subdivision in any way. Check with City and County for other regulations and fees that may apply.

ARTICLE 12 – COVENANTS DURATION, AMENDMENTS, AND ENFORCEMENT

A. Occupancy. No Certificates of Occupancy will be issued until all public improvements are completed. No lots may be sold (warranty deeds transferred) prior to the completion of the improvements for the infrastructure, which are the responsibility of the owner/developer, and/or final plat approval.

B. Severability. Any decision by a Court of competent jurisdiction validating any part or paragraph of these covenants shall be limited to the part or paragraph affected by the decision of the Court, and the remaining paragraphs and the covenants, conditions and restrictions therein shall remain in full force and effect.

C. Duration of Covenants. All the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the property and the Owners and purchasers of any portion thereof. These covenants shall be deemed to automatically renew themselves at ten-year intervals.

D. Amendment. These covenants may be amended at any time by the Declarant prior to the sale of 75% of the lots in the subdivision. Upon the sale of 75% of the lots, a majority of the Lot Owners can amend these covenants.

E. Violations; Enforcement; Liens; Costs. The limitations and requirements for land use and development set forth in these covenants shall be enforceable by the Design Group. A lien may be placed on properties as deemed necessary for assessment collection.

F. The Right to Farm Act. Idaho Code Chapter 45, Sections 22-4501, is hereby made a part of this document.

IN WITNESS WHEREOF, Declarant has executed this declaration effective the day and year first set forth above.

ALPENGLOW DEVELOPMENT, LLC

By
Tony Campbell & Anne Campbell

STATE OF IDAHO)
) ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by

MY COMMISSION EXPIRES:

APPENDIX E

Traffic Impact Study

APPENDIX F

Financial “Letter of Intent”

Financial Security

Regarding financial security for construction of the improvements for Northern Lights development, the intention is posting a letter of credit from the Owner's bank for the estimated amount of the improvements remaining to be constructed prior to recordation of the final plat.

APPENDIX G

Letters of Preliminary Approval

10/26/2022

Teton County Planning and Zoning
89 North Main Suite 6
Driggs, Idaho 83422

Tony & Anne Campbell
718 Meadow Hills Dr
Richland, WA 99352

RE: Northern Lights Subdivision

I have reviewed the application to have the parcels RP06N45E280010 and RP06N45E273000 subdivided into twenty-four (24) lots to be known as the Northern Lights Subdivision and determined that the property is suitable for sub-surface waste disposal systems to serve residences. Five (5) test holes were excavated on October 25, 2022, to allow observation of the soil horizon to ten feet below natural grade. Please see Test Hole Information Sheet for details of soil depth and type for each hole excavated.

The soil observed in the test holes consists of silty sandy loam with very minor rock content. Very fine sand increases with depth. This layer is variable in depth, ranging from 96 inches to 24 inches depending on location (see map of test hole locations). The soil does not ribbon as there is little if any clay in the matrix. Soil Type assigned is B1. The small amount of rock content (<10%) consists of angular clasts of rhyolite and pumice. A platy, fractured rhyolite overlain by ash in some test holes lies at depth and is classified as the impermeable bedrock layer. This layer will determine depth of the drainfield for any type of drainfield used in subsurface wastewater disposal. It will be necessary for individual lots to have site evaluations with test holes when application for a septic system permit is made. No groundwater evidence was encountered in any test hole.

No surface water flows on or adjacent to the parcels proposed for development.

Slope is variable ranging from 5% to 30%. This slope range is not a deterrent to installation of septic systems. Drainfield trenches are required to follow the contour of the slope. Some lots may be required to install a steep slope system depending on percent slope and location of dwellings. This will be determined at time of septic system application.

Eastern Idaho Public Health gives preliminary approval of the application to divide this parcel creating the Northern Lights Subdivision based on suitability for residential sub-surface waste disposal. Individual subsurface sewage disposal systems may be allowed in accordance with IDAPA 58.01.03 and

the Technical Guidance Manual for Individual Subsurface Waste Disposal. All current Idaho Rules must be met at time of installation.

A copy of the final plat is to be provided to the Health District at the time the Health Certificate is signed. The application fee balance if any will also be collected prior to signing the Health Certificate. If this application /plan changes for any reason, please coordinate those changes in advance, with this office.

A handwritten signature in black ink that reads "Kathleen Price". The signature is written in a cursive style with a large, prominent initial "K".

Kathleen Price
REHS/MSG
Eastern Idaho Public Health District
kprice@eiph.idaho.gov
208-354-2220

SUBDIVISION ON-SITE

Conducted on: Oct. 25, 2022 Time: Travel _____ On-site _____

- I. NAME OF SUBDIVISION: Northern Lights
- II. LOCATION (COUNTY): Teton County, 2901-2941 W 7000 N Tetonia
- III. GENERAL INFORMATION:
- A. Current Land Use: Agriculture
- B. Adjoining Property Use: Residential + Agriculture
- C. Surface Water (on or near development): No
- D. Slope: Variable up to 25% Rolling hills topography -
- E. Drainage Areas Present: Swales but no stream beds -
- F. Rock Outcrop Present: NE corner - bedrock of Rhyolite @ Surface.
- G. Wetland Indications: No

- IV. EVALUATION:
- A. Individual water and sewer:
Does each lot appear to have sufficient area to install proposed system and to meet minimum separation requirements? Yes X No _____
- B. Individual water and central sewer:
Does there appear to be sufficient area for central system and replacement area? Yes _____ No _____
- C. Individual sewer and central water system:
Does each lot appear to have sufficient area to install proposed system and to meet minimum separation requirements? Yes _____ No _____
- D. Individual sewer and public water system:
Does each lot have sufficient area to install proposed system and to meet minimum separation requirements? Yes _____ No _____

COMMENTS:

lots should be evaluated individually @ time of septic permit application. Soil depth to bedrock & slope need to be understood on each lot.

EHS: R. Reese

TEST HOLE INFORMATION

SUBDIVISION Northern Lights DATE 10-25-2022
 See Map for locations.

Test Hole # 1 Test Hole # 2 Test Hole # 3
 Location: _____ Location: _____ Location: _____
 Depth: 96" * Depth: 66" * Depth: 96"

36" — Silty sandy loam Top Soil
 very much rock content
 small .25" diameter round
 B1 soil type
 > sand content
 lighter in color
 10% rock content
 1-3" Diameter
 Angular to sub rounded
 Sand is very fine
 96" — Dry / No bedrock

20" — silty silt loam —
 Top Soil B2
 Very fine sand w/ some silt
 Does not ribbon —
 B1 soil type
 60" — light colored Ashy/dusty
 fine silt B2 soil type
 volcanic ash layer —
 66" — Bedrock of
 platy fractured Rhyolite
 Dry

48" — Silty sandy loam
 extremely fine sand
 No rock content
 extremely fine sand.
 60" — 20% rock content
 angular gravel
 to sub rounded
 1/3" Diameter
 some pumice
 96" — Dry / No Bedrock

Test Hole # TH4 Test Hole # TH5 Test Hole # _____
 Location: _____ Location: _____ Location: _____
 Depth: 60" Depth: 30" Depth: _____

48" — Silty sandy loam
 > sand content
 < 5% rock content
 Angular broken pieces.
 60" — Rhyolite Bedrock Dry

30" — Silty sand loam
 Rhyolite Bedrock.
 platy + fractured.

Northern Lights Subdivision

TH2

TH1

TH3

TH4

TH5

N-2250-W

N-1750-W





Brent Crowther

From: Earle Giles <egiles@tetoncountyfire.com>
Sent: Wednesday, February 1, 2023 3:28 PM
To: Brent Crowther
Subject: Re: 01-22-0011 Northern Lights - Fire Suppression

Brent,
It all looks to be in order and compliant with the County and Fire codes.
Access and water supply are approved as submitted.

EARLE GILES, III

Deputy Fire Chief
Fire Marshal
Teton County Fire Protection District
egiles@tetoncountyfire.com
tetoncountyfire.com
p: 208.715.5201
f: 208.936.7014

From: Brent Crowther <strategiops@gmail.com>
Sent: Tuesday, January 31, 2023 4:04 PM
To: Earle Giles <egiles@tetoncountyfire.com>
Subject: 01-22-0011 Northern Lights - Fire Suppression

Earl,

Attached is a drawing set for a project northeast of Tetonia. It is a 17 lot subdivision on 60 acres. We have elected to construct a fire suppression pond on the property and are seeking your input/approval on that approach. Could you take a look at what we have drawn and provide us with some written response as we are putting together the application for preliminary plat.

Thank you.

Brent E. Crowther

Brent E. Crowther, MBA PMP
CEO
StrategiOPS, LLC
3853 W. Mountain View Dr.
Rexburg, ID 83440
Phone 208-351-2824

APPENDIX H

Water Rights



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

January 25, 2023

ALPENGLow DEVELOPMENT LLC
718 MEADOW HILLS DR
RICHLAND WA 99352-8630

Re: Change in Water Right Ownership: 22-450 (Split into 22-450 and 22-14519), 22-451 (Split into 22-451 and 22-14520),

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,


Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: RICHARD PHILLIPS
WATER DISTRICT 01

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/23/2023

Water Right 22-450 *Before Split*

Owner Type **Name and Address**
Current Owner RICHARD H PHILLIPS
 C/O HOLDEN KIDWELL HAHN &
 CRAPO PLLC PO BOX 50130
 IDAHO FALLS, ID 83405
 (208) 523-0620

Priority Date: 9/1/1901

Basis: Decreed

Status: Active

Source **Tributary**
SPRING CREEK TETON RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	0.400 CFS	
	<u>Total Diversion</u>		0.400 CFS	

Source and Point(s) of Diversion:

SPRING CREEK	NWSE	Sec. 22, Twp 06N, Rge 45E, TETON County
SPRING CREEK	SESW	Sec. 22, Twp 06N, Rge 45E, TETON County
SPRING CREEK	NESE	Sec. 22, Twp 06N, Rge 45E, TETON County

Place Of Use:

IRRIGATION within TETON County

Twp	Rng	Sec	NE				NW				SW				SE				Totals	
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE						
06N	45E	22			22.0						0.2	18.0			13.0	34.0	0.3		87.5	
06N	45E	27						38.0												38.0

POU Total Acres: 125.5

Conditions of Approval:

1. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
3. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
4. E56 The rights listed below are limited to the irrigation of a combined total of 125.5 acres in a single irrigation season. Combined Right Nos.: 22-450, 22-451.

IDAHO DEPARTMENT OF WATER RESOURCES

1/23/2023

Proof Report

Water Right 22-451 *Before Split*

Owner Type **Name and Address**
 Current Owner RICHARD H PHILLIPS
 C/O HOLDEN KIDWELL HAHN &
 CRAPO PLLC PO BOX 50130
 IDAHO FALLS, ID 83405
 (208) 523-0620

Priority Date: 6/1/1904

Basis: Decreed

Status: Active

Source

BADGER CREEK

Tributary

TETON RIVER

Beneficial Use

IRRIGATION

From

04/15

To

10/31

Diversion Rate

1.600 CFS

Volume

Total Diversion

1.600 CFS

Source and Point(s) of Diversion:

BADGER CREEK	NENE	Sec. 12, Twp 06N, Rge 45E, TETON County
BADGER CREEK	NENW	Sec. 23, Twp 06N, Rge 45E, TETON County(I)
BADGER CREEK	NESE	Sec. 22, Twp 06N, Rge 45E, TETON County(R)
BADGER CREEK	SESW	Sec. 22, Twp 06N, Rge 45E, TETON County(R)
BADGER CREEK	NWSE	Sec. 22, Twp 06N, Rge 45E, TETON County(R)

Place Of Use:

IRRIGATION within TETON County

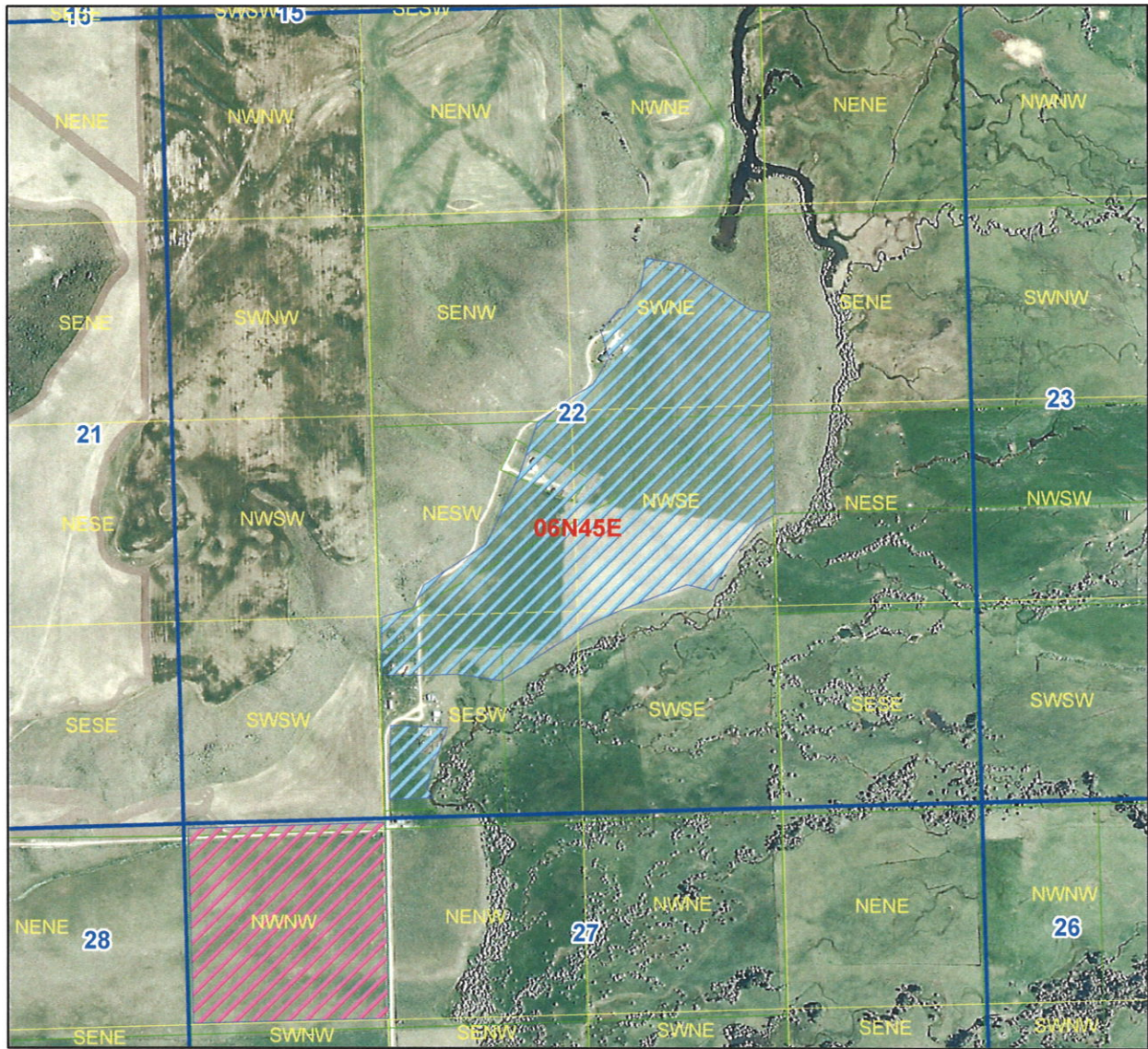
Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	45E	22			22.0					0.2	18.0					13.0	34.0	0.3	87.5
06N	45E	27							38.0										38.0

POU Total Acres: 125.5







Conditions of Approval:

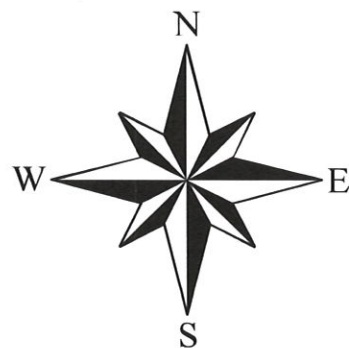
1. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
3. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
4. E56 The rights listed below are limited to the irrigation of a combined total of 125.5 acres in a single irrigation season. Combined Right Nos.: 22-450, 22-451.
5. F01 Water is delivered through Haden Canal.
6. G02 Point of injection into Grouse Creek. point of rediversion from Spring Creek.

Idaho Department of Water Resources



Legend

-  22-450 and 22-451 After Split
-  22-14519 and 22-14520 After Split
-  Township/Range
-  Sections
-  QQ
-  Parcels



**IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report**

1/25/2023

Water Right 22-450

After Split

Owner Type **Name and Address**
Current Owner RICHARD H PHILLIPS
 C/O HOLDEN KIDWELL HAHN &
 CRAPO PLLC PO BOX 50130
 IDAHO FALLS, ID 83405
 (208) 523-0620

Priority Date: 9/1/1901
Basis: Decreed
Status: Active

Source		Tributary	
SPRING CREEK		TETON RIVER	
Beneficial Use	From	To	Diversion Rate
IRRIGATION	04/15	10/31	0.280 CFS
	Total Diversion		0.280 CFS

Source and Point(s) of Diversion:

SPRING CREEK	NWSE	Sec. 22, Twp 06N, Rge 45E, TETON County
SPRING CREEK	SESW	Sec. 22, Twp 06N, Rge 45E, TETON County
SPRING CREEK	NESE	Sec. 22, Twp 06N, Rge 45E, TETON County

Place Of Use:
IRRIGATION within TETON County

Twp	Rng	Sec	NE				NW				SW				SE				Totals	
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE						
06N	45E	22			22.0					0.2	18.0					13.0		34.0	0.3	87.5

POU Total Acres: 87.5

Conditions of Approval:

1. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
3. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
4. E56 The rights listed below are limited to the irrigation of a combined total of 87.5 acres in a single irrigation season. Combined Right Nos.: 22-450, 22-451.

Comments:

1 j barg 1/25/2023 Ownership Change
Water right 22-450 was split into 22-450 and 22-14519.

**IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report**

1/25/2023

Water Right 22-451 *After Split*

Owner Type **Name and Address**
Current Owner RICHARD H PHILLIPS
 C/O HOLDEN KIDWELL HAHN &
 CRAPO PLLC PO BOX 50130
 IDAHO FALLS, ID 83405
 (208) 523-0620

Priority Date: 6/1/1904

Basis: Decreed

Status: Active

Source

BADGER CREEK

Tributary

TETON RIVER

Beneficial Use

IRRIGATION

From

04/15

To

10/31

Diversion Rate

1.120 CFS

Volume

Total Diversion

1.120 CFS

Source and Point(s) of Diversion:

BADGER CREEK	NENE	Sec. 12, Twp 06N, Rge 45E, TETON County
BADGER CREEK	NENW	Sec. 23, Twp 06N, Rge 45E, TETON County(I)
BADGER CREEK	NESE	Sec. 22, Twp 06N, Rge 45E, TETON County(R)
BADGER CREEK	SESW	Sec. 22, Twp 06N, Rge 45E, TETON County(R)
BADGER CREEK	NWSE	Sec. 22, Twp 06N, Rge 45E, TETON County(R)

Place Of Use:

IRRIGATION within TETON County

Twp	Rng	Sec	NE				NW				SW				SE				Totals				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE					
06N	45E	22			22.0							0.2	18.0					13.0		34.0	0.3		87.5

POU Total Acres: 87.5

Conditions of Approval:

1. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
3. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
4. E56 The rights listed below are limited to the irrigation of a combined total of 87.5 acres in a single irrigation season. Combined Right Nos.: 22-450, 22-451.
5. F01 Water is delivered through Haden Canal.
6. G02 Point of injection into Grouse Creek. point of rediversion from Spring Creek.

Comments:

1 j barg 1/25/2023 Ownership Change
Water right 22-451 split into 22-451 and 22-14520.

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/25/2023

Water Right 22-14519 *After Split*

Owner Type **Name and Address**
Current Owner ALPENGLOW DEVELOPMENT LLC
 718 MEADOW HILLS DR
 RICHLAND, WA 99352-8630

Priority Date: 9/1/1901
Basis: Decreed
Status: Active

Source **Tributary**
SPRING CREEK TETON RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/15	10/31	0.120 CFS	
	Total Diversion		0.120 CFS	

Source and Point(s) of Diversion:

SPRING CREEK	NESE	Sec. 22, Twp 06N, Rge 45E, TETON County
SPRING CREEK	NWSE	Sec. 22, Twp 06N, Rge 45E, TETON County
SPRING CREEK	SESW	Sec. 22, Twp 06N, Rge 45E, TETON County

Place Of Use:

IRRIGATION within TETON County

Twp	Rng	Sec	NE				NW				SW				SE				Totals	
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
06N	45E	27								38.0										38.0

POU Total Acres: 38.0

Conditions of Approval:

1. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
3. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
4. E56 The rights listed below are limited to the irrigation of a combined total of 38 acres in a single irrigation season. Combined Right Nos.: 22-14519 and 22-14520.

Comments:

1 jburg 1/25/2023 Ownership change
Water right 22-450 was split into 22-450 and 22-14519.

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/25/2023

Water Right 22-14520 *After Split*

Owner Type **Name and Address**
Current Owner ALPENGLow DEVELOPMENT LLC
718 MEADOW HILLS DR
RICHLAND, WA 99352-8630

Priority Date: 6/1/1904

Basis: Decreed

Status: Active

Source **Tributary**
BADGER CREEK TETON RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	0.480 CFS	
	Total Diversion		0.480 CFS	

Source and Point(s) of Diversion:

BADGER CREEK	NENW	Sec. 23, Twp 06N, Rge 45E, TETON County(I)
BADGER CREEK	NESE	Sec. 22, Twp 06N, Rge 45E, TETON County(R)
BADGER CREEK	SESW	Sec. 22, Twp 06N, Rge 45E, TETON County(R)
BADGER CREEK	NWSE	Sec. 22, Twp 06N, Rge 45E, TETON County(R)
BADGER CREEK	NENE	Sec. 12, Twp 06N, Rge 45E, TETON County

Place Of Use:

IRRIGATION within TETON County

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	45E	27								38.0									38.0

POU Total Acres: 38.0

Conditions of Approval:

- C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
- C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
- C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
- E56 The rights listed below are limited to the irrigation of a combined total of 38 acres in a single irrigation season. Combined Right Nos.: 22-14519 and 22-14520.
- F01 Water is delivered through Haden Canal.
- G02 Point of injection into Grouse Creek. point of rediversion from Spring Creek.

Comments:

1 jborg 1/25/2023 Ownership Change
Water right 22-451 was split into 22-451 and 22-14520.

APPENDIX I

Survey Preliminary Plat

APPENDIX J

Engineering Improvement Drawings for Preliminary Plat