

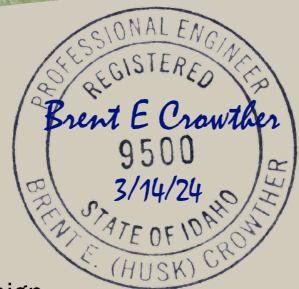
Eustachy-Wysong LLC

2024

Eustachy-Wysong Ranch Preliminary Plat Application Supplement



Civilize, PLLC
Management and Engineering



bcrowther@civilize.design
3853 W. Mountain View Drive
Rexburg, ID 83440
208-351-2824
3/5/2024

Eustachy-Wysong Ranch

Supplementary Information

Preliminary Plat Application Supplement

INTRODUCTION

Eustachy-Wysong Ranch is a proposed ten-lot subdivision located west of N3000W. Eustachy Ranch is a proposed residential subdivision located approximately 1.5 miles southwest of Teton and south of W 4850 North in Teton County, Idaho. The site consists of one 60-acre parcel. There are similar developments to the southwest (Silver Dollar Ranch) and east of the property. The site is zoned A/RR-2.5; the proposed development consists of 10 residential lots with a minimum lot size of 2.5 acres.

PROJECT COMPONENTS

Access & Circulation

The development will be accessed via W 4850 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 with the anticipation that roads will be dedicated to the County.

Setbacks & Building Envelopes

In all cases, building setbacks will comply with the minimum setbacks required by Teton County. Building envelopes will be coincident with those setbacks.

Open Space and Density

The Teton County Subdivision Regulations do not require open space.

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 accomplished using a small individual septic system on each lot. The septic systems must be designed, constructed, and maintained in accordance with Eastern Idaho Public Health standards. Permitting, construction, and maintenance of septic systems will be the responsibility of individual lot owners.

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 will be prepared and submitted with each Building Permit Application.

Fire Protection

Fire protection will be provided by the Teton County Fire District. An agreement between Eustachy-Wysong LLC and Jones-Lehi LLC to share a fire suppression pond was completed.

Overlay Zones

Regarding overlay zones.

- The site is located in a Natural Resource Overlay with critical habitat for big game migration and songbird and raptor breeding and wintering habitat.
- The site is located in the South Leigh Creek Wetland Overlay.

Geophysical Hazards

- Maps indicate there is a FEMA Special Flood Hazard Area (SFHA) mapped on the northwestern corner of the property which is associated with Leigh Creek.
- The site is mapped as “Class 1-Class 2: Low Liquefaction Susceptibility to intermediate Liquefaction susceptibility”, the lowest risk, and the intermediate risk of the three categories relating to earthquake hazard.

SECTION I: PERSONAL AND PROPERTY-RELATED DATA

Parcel Number: RP05N45E053100

Acres: 60.00

Legal Description: TAX #7416 SEC 5 T5N R45E

County Zoning: A/RR-2.5 AGRICULTURE / RURAL RESIDENTIAL 2.5 AC. MIN. LOT SIZE

Approved Subdivision Name: Eustachy-Wysong Ranch

Approved Road Name: Eustachy Lane

Access Roads: W 4850 North

Zoning Overlays: Wildlife Habitat (Big Game Migration Corridor), Wildlife Habitat (Songbird and Raptor Breeding and Wintering Habitat), South Leigh Creek Wetlands Zone

Resource Overlays: Yes **Flood zone:** Yes **Airport Overlay:** No **Hazard Area:** No

Migratory Area: Yes **Adjacent to Public Lands:** No **FEMA Zones:** Yes

Latest recorded deed to the property

See appendix.

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

Fees enclosed.

\$1,500 minimum retainer for Nutrient Pathogen evaluation review, as applicable.

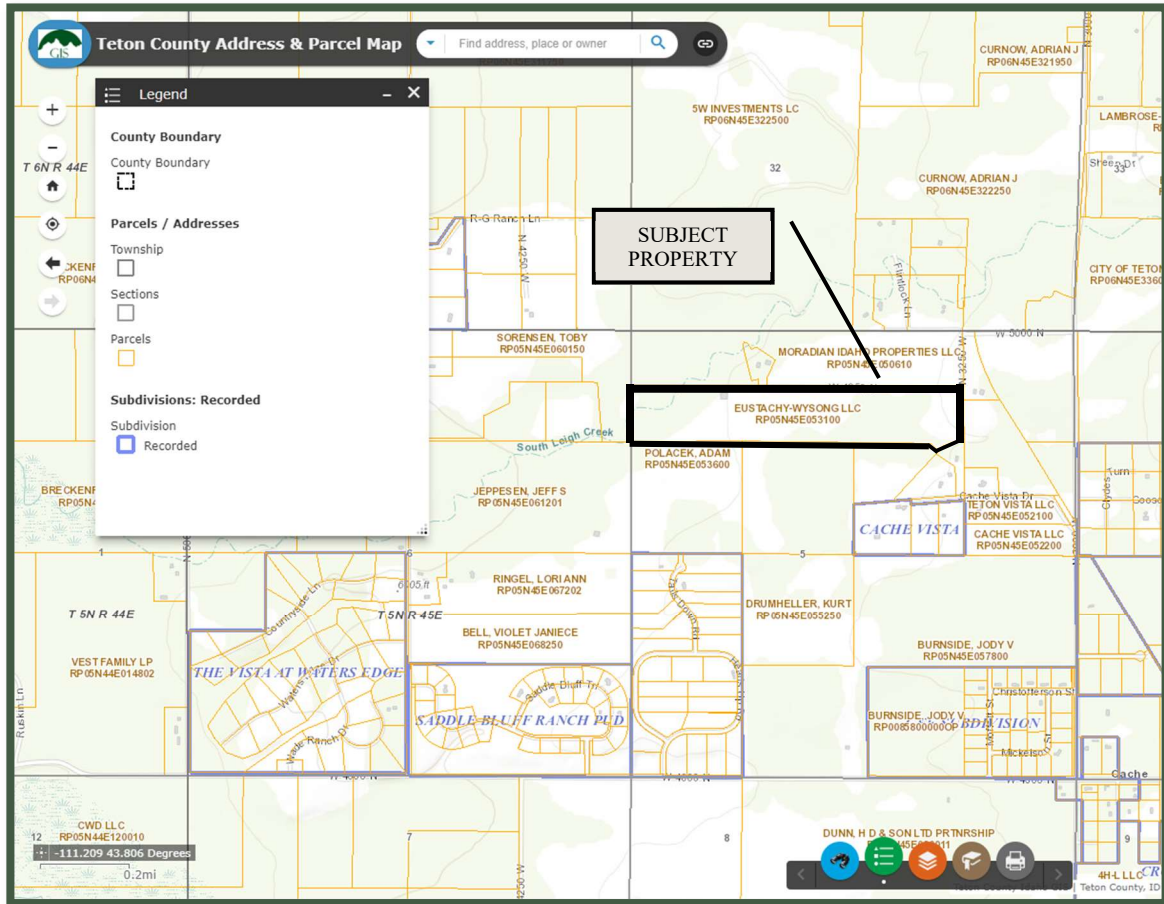
District 7 of the Eastern Idaho Public Health indicated a Nutrient Pathogen Study is unnecessary. This requirement was addressed at the Concept submittal and review and the County did not impose this.

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 September 13, 2022



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.

2. Items on Plan/Plat

- a. Plans and plats are labeled in the 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 easement 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 are 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 of one (1) foot in 5000 feet.**

Perimeter subdivision lines are 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 symbols.

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 a 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 the 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

A vicinity map was 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 are 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 are 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 well.

Wastewater service is an individual subsurface wastewater dispersal system.

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 were 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.)

A fire pond is proposed in conjunction with a neighboring subdivision and shown in the appendix.

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 the development agreement is found in the appendix.

2. Protective Covenants (CC & Rs)

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

3. In case of a PUD (Sections 3.a-3.c are not applicable.)

a. Open Space use type

The open space is intended for private use and not open to the public.

b. Deeding or dedication of open space

The open space is deeded to the Owner and designated on the plat as dedicated to open space.

c. Open Space Management Plan

Open space is not required.

SECTION IV: DESIGN AND IMPROVEMENT STANDARDS

1. Design standards:

a. Dedication of street public-private

Eustachy Lane is proposed as a private street.

b. Street and road locations

Street and road locations are shown on engineering improvement drawings.

c. Intersections

Intersections are shown on the preliminary plat (if applicable).

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

Easements and rights-of-way are depicted on the preliminary plat.

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

Lot numbers and sizes are shown on the preliminary plat.

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 from individual driveways or private roads.

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 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.

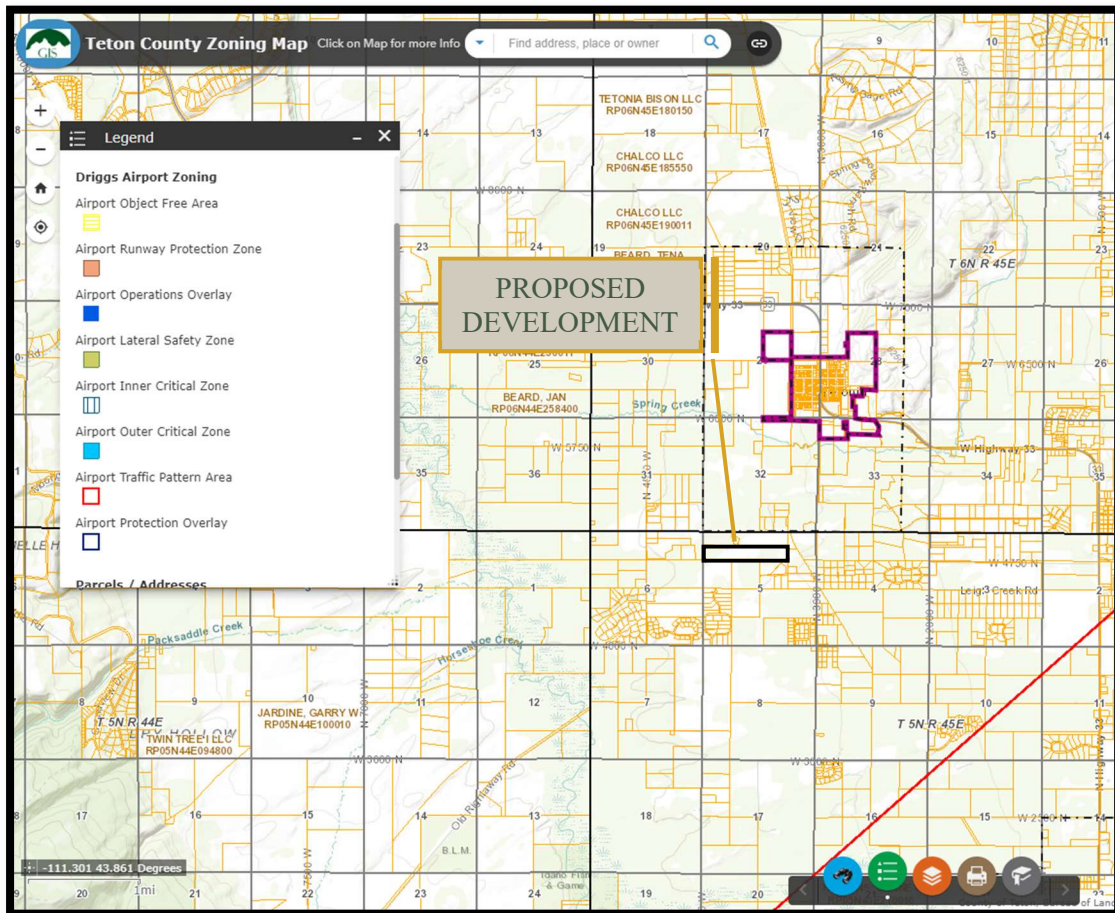


Figure 1: Airport Vicinity Overlay per Teton County GIS (2023)

Floodplain Overlay (Title 8)

See Flood Hazard area section 2.f

Hillside Overlay (Title 8 and Title 9)

The property falls outside the Hillside overlay. The ground slope on the property shows less than 10%, with a portion along the western border at between 10-20%. The building envelopes exclude the portion of the two western lots that have more than a 10% slope.

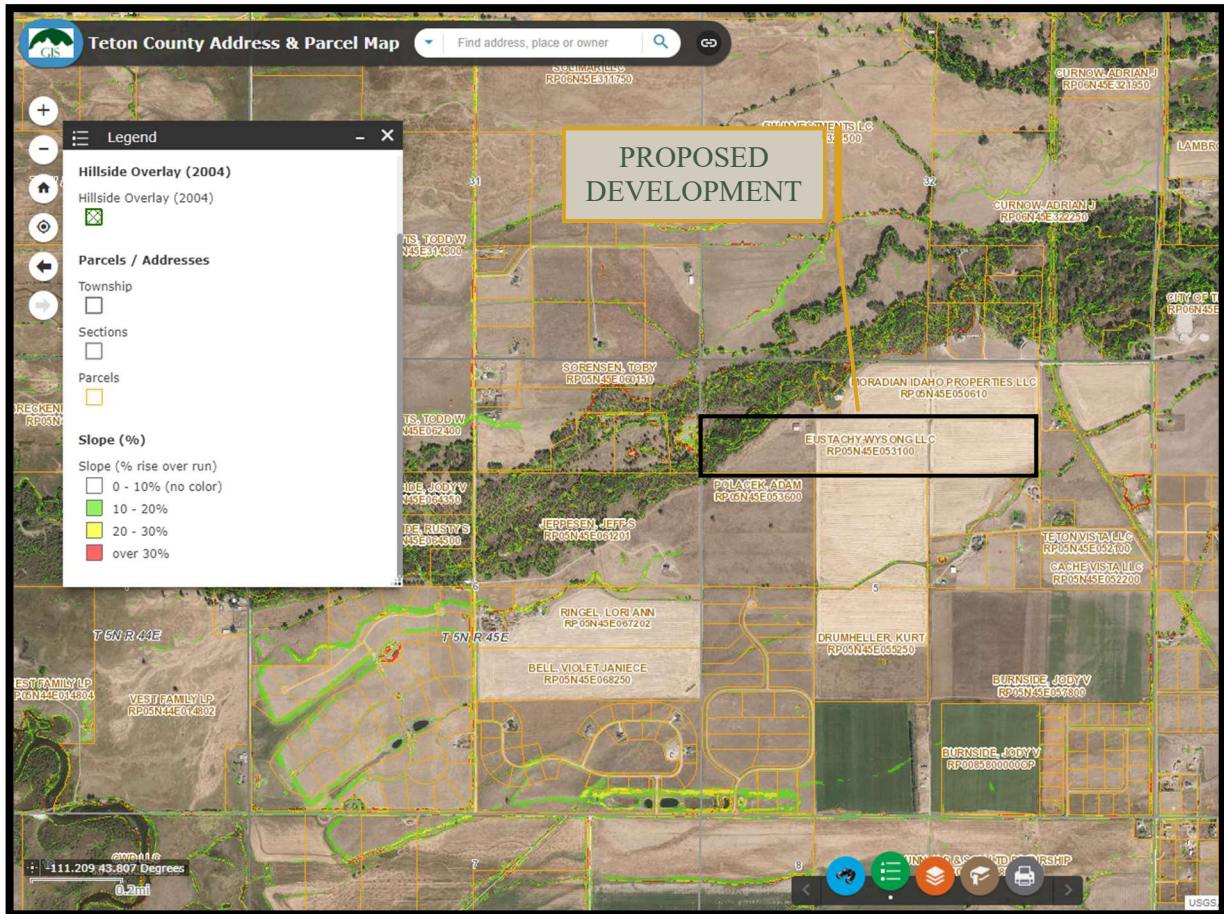


Figure 2: Hillside Overlay Mapping per Teton County GIS (2023)

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 property is located in the big game migration corridor and seasonal range. The properties have been divided with building envelopes to less the impact on migration corridors and seasonal ranges.

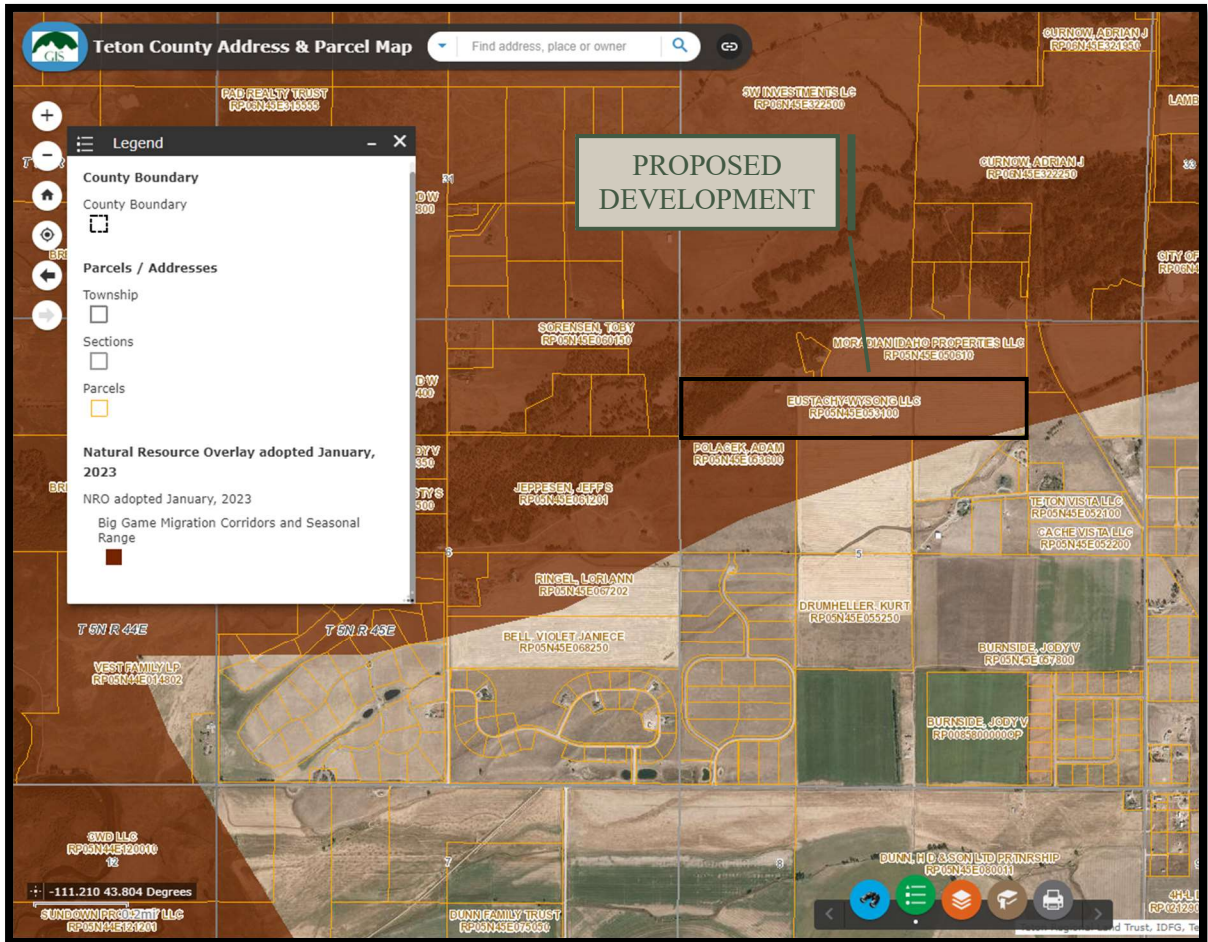


Figure 3: Big Game Migration Corridor Mapping from Teton County GIS (2023).

Songbird/Raptor Breeding and Wintering Habitat

The property is located in the songbird and raptor breeding and wintering habitat. The properties have been divided into building envelopes to less the impact on songbird and raptor breeding and wintering habitat.

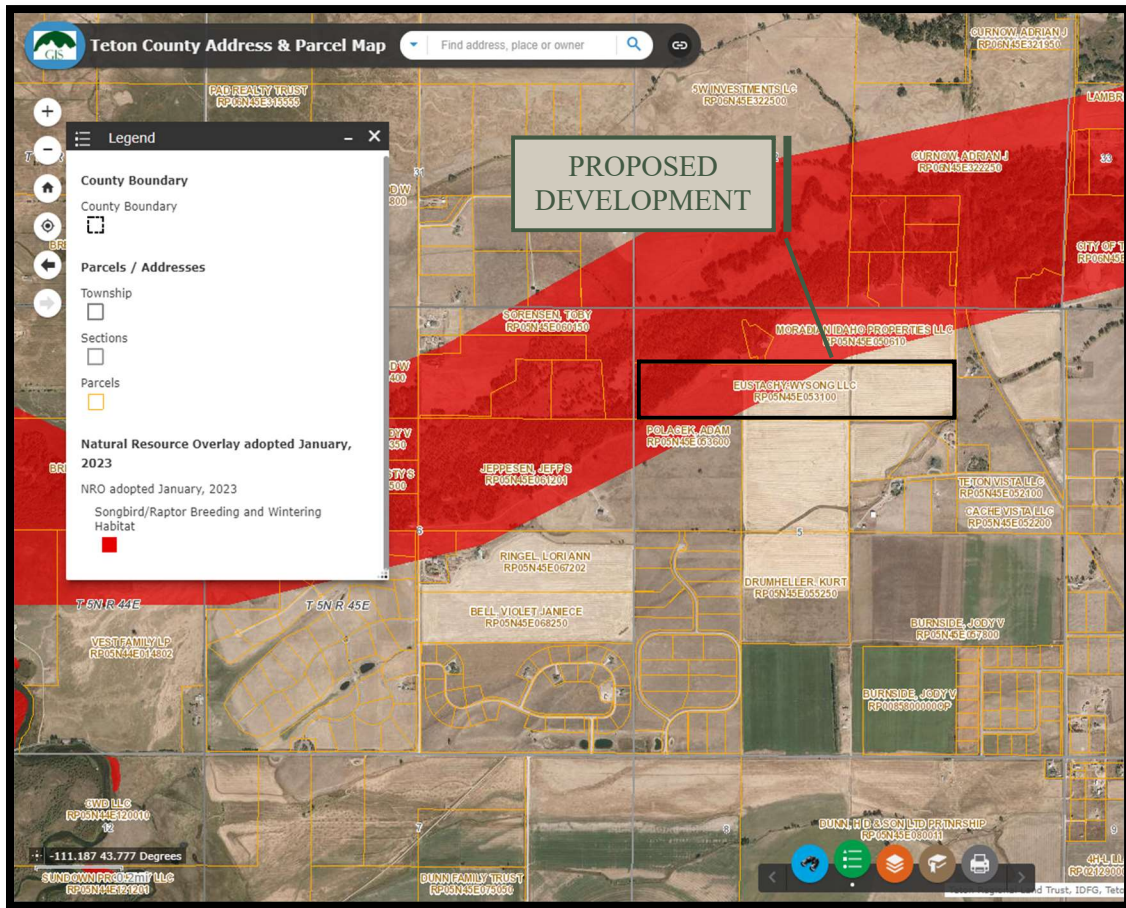


Figure 4: Songbird and Raptor Breeding and Wintering Habitat Mapping from Teton County GIS (2023).

Priority Wetland Habitat-South Leigh Forested Zone

The property is located in the priority wetland habitat in the South Leigh forested zone. All proposed building envelopes are located on the current farm ground to avoid any possible wetland areas.

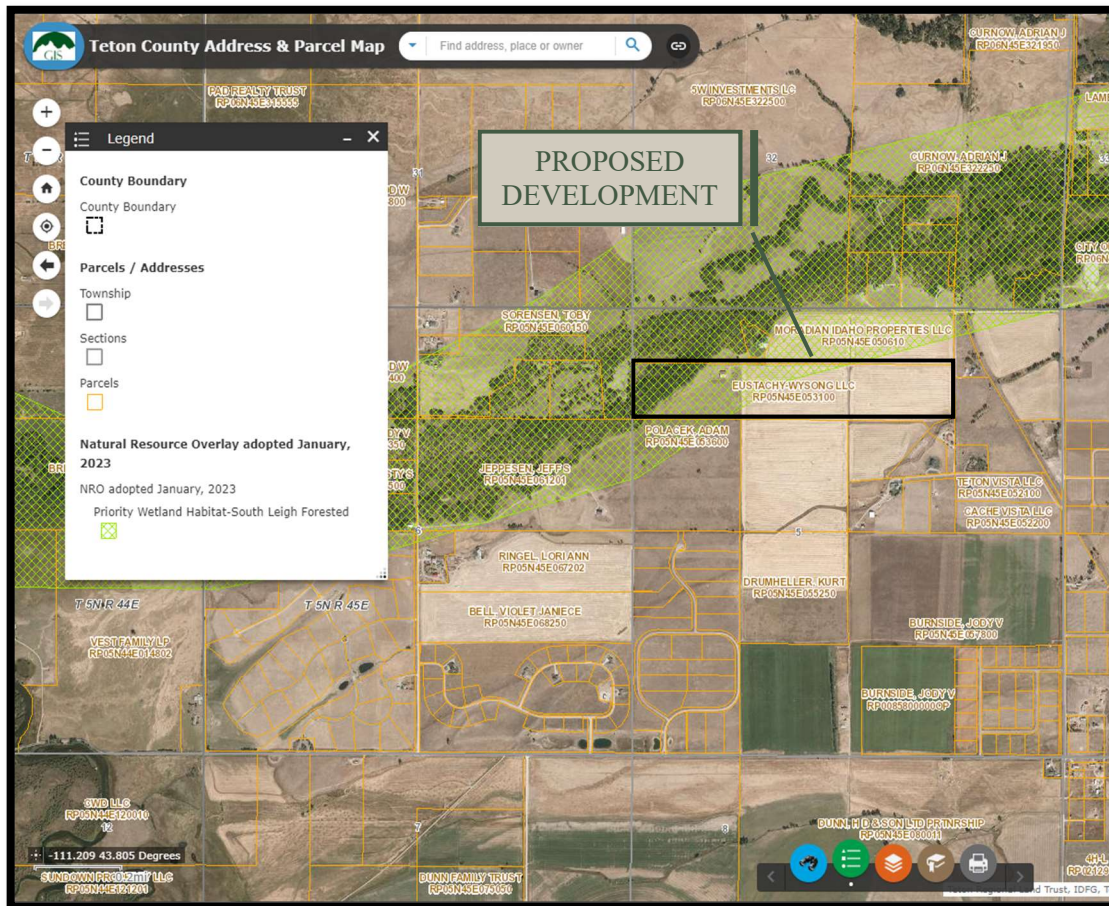


Figure 5: Priority Wetland Habitat-South Leigh Forested Mapping from Teton County GIS (2023).

Wetlands and Waterways Overlay

The project is located in the Wetlands and Waterways Overlay, with a portion extending into a wetland overlay. The mitigation for the wetland area is to divide the parcel into proposed building envelopes that exclude the wetland area from possible building sites.

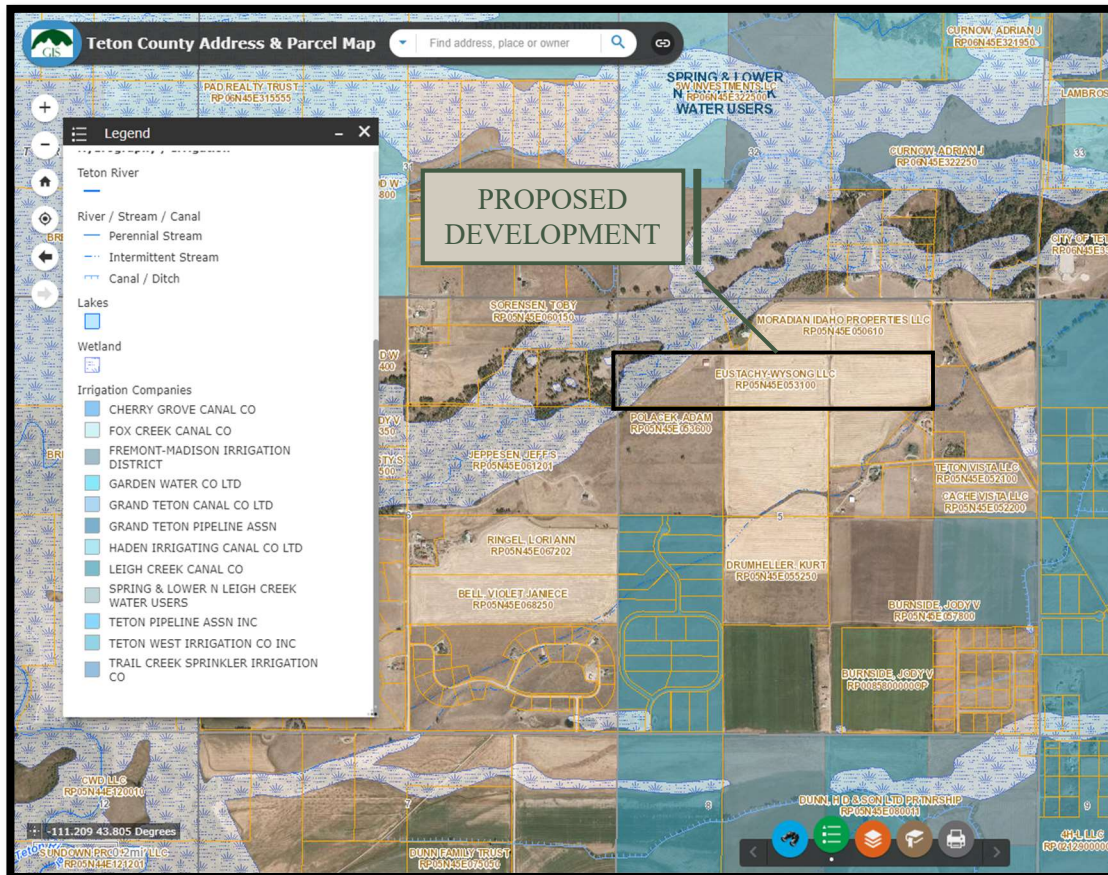


Figure 6: Priority Wetland Habitat-South Leigh Forested Mapping from Teton County GIS (2023).

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

None of the proposed development lies within a wetland. The building envelopes are located on existing farmland.

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

The property is not within the scenic corridor overlay.

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

District 7 of the Eastern Idaho Public Health evaluated the soils for 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. Flood Hazard areas, as required - Title 8 Section 8-5-2

The property in the northwest corner does intersect with the FEMA Risk Map Flood plain. The mitigation for the area in the flood plain is to make the portion of the two lost affected out of the possible building envelope, shown on the site plan.

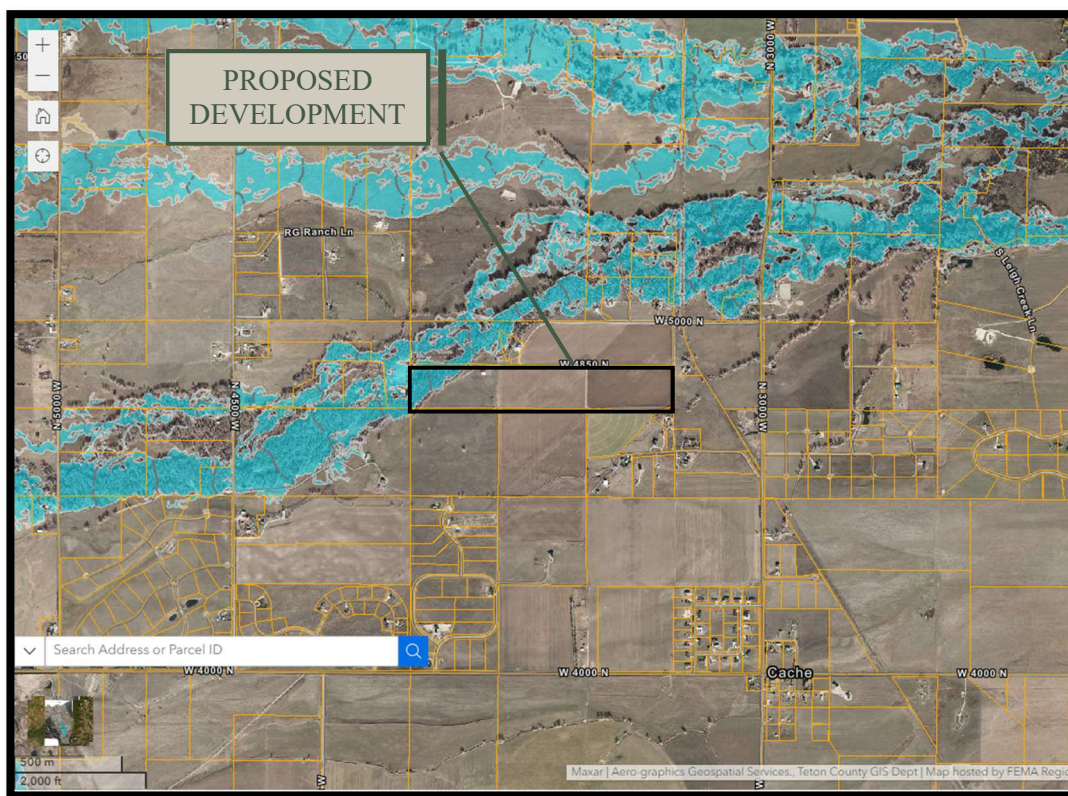


Figure 7: Flood Hazard Mapping from Teton County GIS System (2023).

g. Geographical Hazards, if any

The property possesses three separate liquefaction susceptibility zones that range from low liquefaction susceptibility to high susceptibility. The high liquefaction susceptibility lies in the northwest portion of two lots. The building envelope was developed to remove the high liquefaction susceptibility from a possible building location. Removing the possibility of building in the high liquefaction susceptible area makes this property subject to the same geographical hazards as most properties in Teton County.

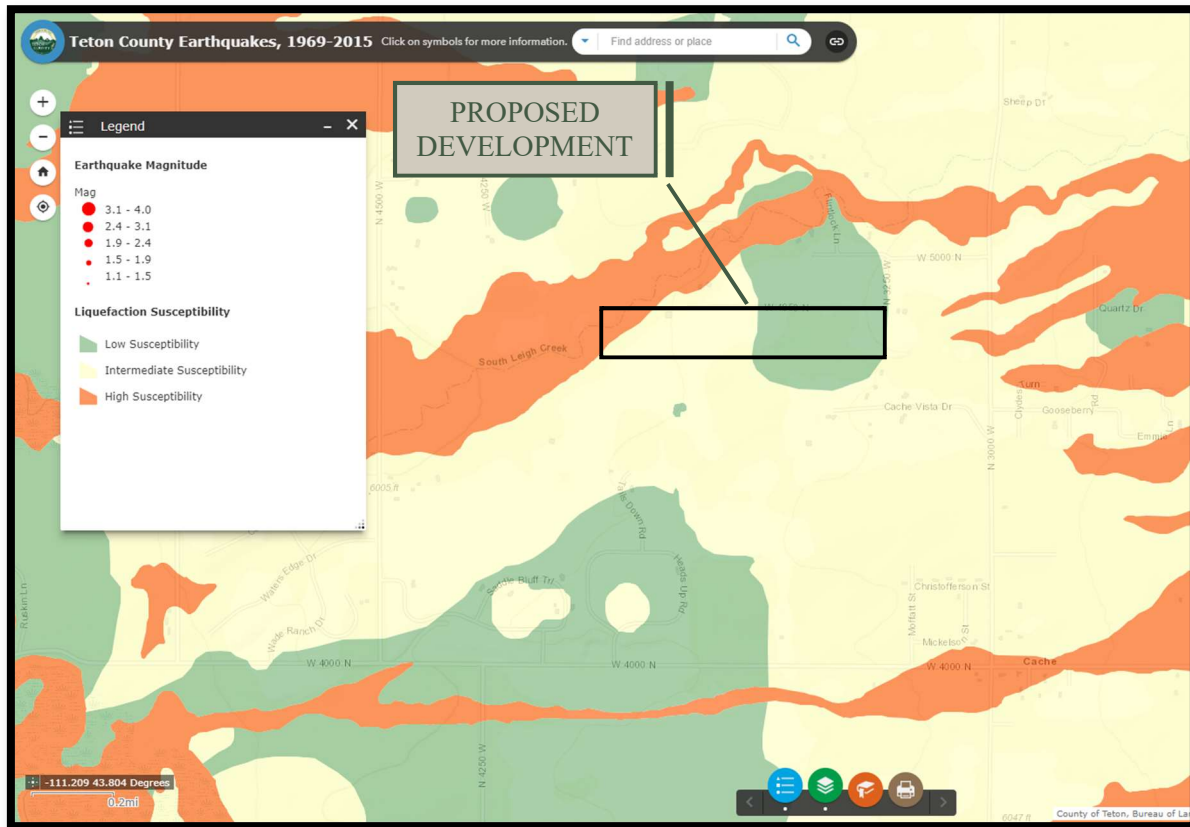


Figure 8: Seismic Hazards per Teton County GIS (2023)

h. Sight Line Analysis - Title 9 Section 4-B

While the development 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.

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

The proposed subdivision does contain lands included in the Natural Resources Overlay, specifically, the Wildlife Habitat Overlay which included the Big Game Migration Corridor and Seasonal Range along with the Songbird and Raptor Breeding and Wintering Habitat. Along with the Wildlife Habitat Overlay Title 9 requires wetland areas along with seismic hazards shown on the respective overlays to be included in the analysis. A Natural Resource Analysis is required.

Existing Conditions Inventory

Floodplains, Wetlands, and riparian areas

Other sections of this document establish that the property is not encumbered with floodplains. The wetlands are discussed and a proposed building envelope to exclude all possible wetland areas is provided in the appendix.

Geological or Seismic Hazards

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

Wildfire Danger

The property falls outside the wildfire hazard zone according to the Teton County Wildfire Hazard Overlay 2023.

Existing vegetation Communities

The vegetation on the property is discussed in the Natural Resources Analysis, Wildlife Habitat Assessment. See Appendix.

Ridges and Rock Outcroppings

The property does not include a ridge or 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.

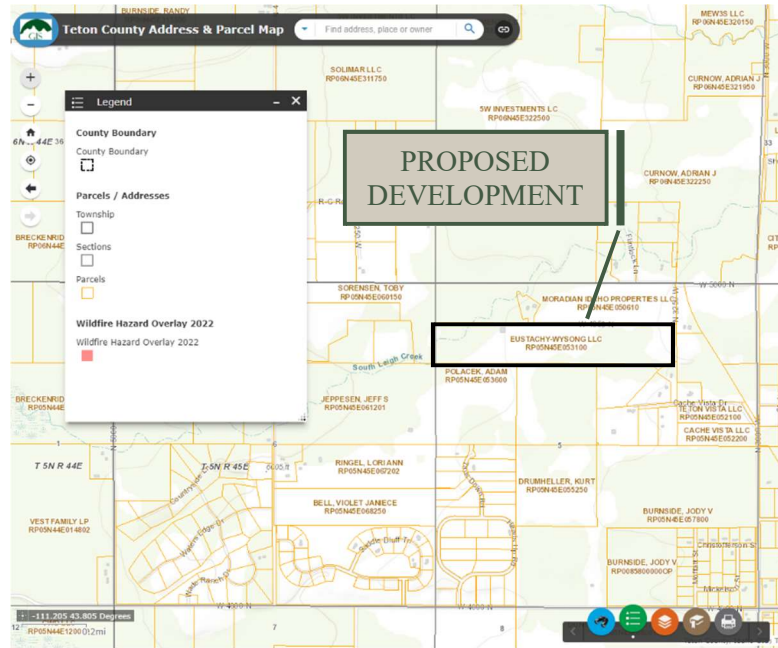


Figure 9: Teton County Wildfire Mitigation Plan, Wildland Fire Hazard Rating (May 2023)

j. Wildlife Habitat Assessment, as required - Title 9 Section C-2-c

The proposed subdivision does contain lands included in the Wildlife Habitat Overlay for big game migration corridors and songbird/raptor breeding and wintering habitat (see section 2.b), a Wildlife Habitat Assessment was completed and supplied in the Appendix.

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

The property does not fall within the Hillside Overlay area.

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

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

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

The proposed development contains ten buildable lots. A Traffic Impact Study is required.

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

The Natural Resources Impact Mitigation Plan is provided in the appendix.

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

The Open Space Management Plan is not required.

p. Facilities Map include existing structures

The property has an existing nonpermanent agricultural building.

q. 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 ten buildable residential lots. A fire pond is shared with an adjacent subdivision. The location of the fire pond is shown in the Appendix.

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 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.

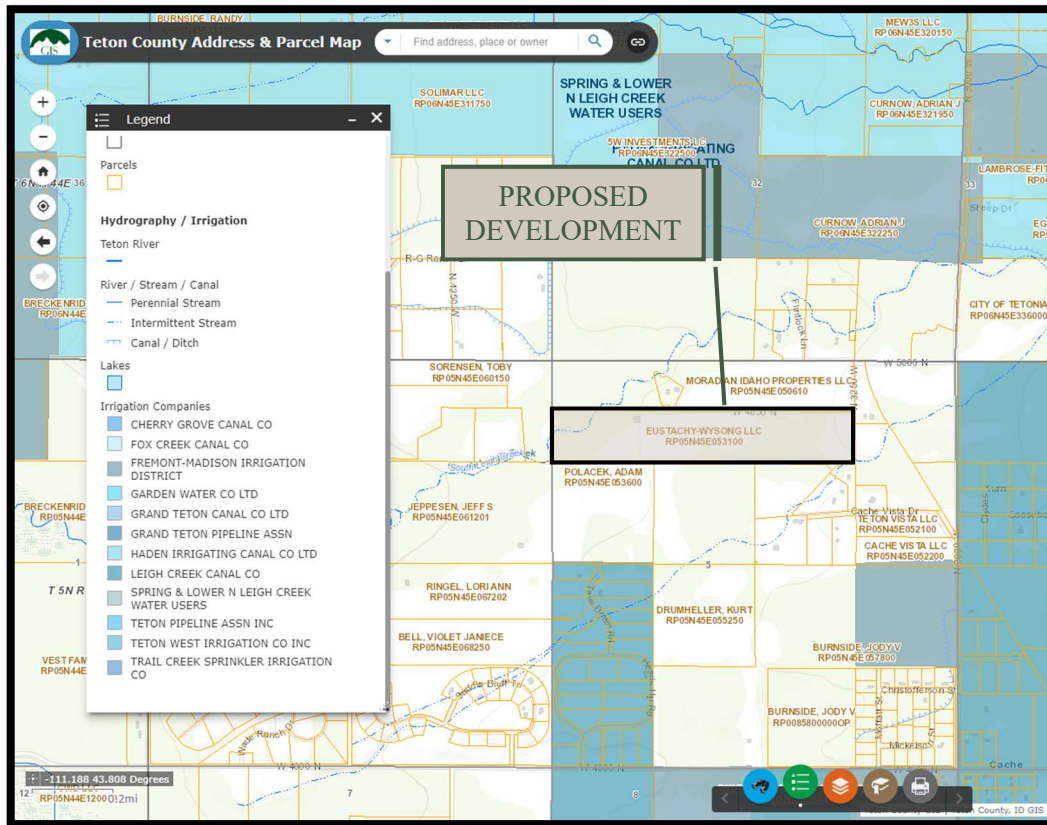


Figure 10: Hydrography and Irrigation per the Teton County GIS Mapping System (2022).

Idaho Public Health Department:

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

Property not requiring DEQ approval

The project does not require DEQ approval. A letter from the Idaho Public Health Department will be provided in the appendix.

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

The 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 ten buildable residential lots. A fire pond is shown in the Appendix.

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 will be provided with each building permit's drawings along with calculations for stormwater runoff for the 100-year, 24-hour storm event.

e. Landscaping Plan

A Landscaping Plan is applicable to each individual lot.

3. Roads:

a. Road Access Permit (Road and Bridge Department)

The warranty deed for the property is provided which includes a description of a 60' road and utility easement for W 4850 North shared by the property owners adjacent to the easement, Eustachy-Wysong on the south and Moradian Idaho Properties LLC on the north. The easement provides access from W 5000 North, south along N 3250 West, and then west along W 4850 North. Refer to the deeds and access exhibit in the appendices.

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

b. 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 & R's.

c. 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 paved 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 of 150 vehicles or less. The proposed ROW is 50' and the proposed road width is 24 feet with one ten-foot travel lane in each direction and a two-foot shoulder on each side of the road. The west end of the east-west road includes a standard cul-de-sac and the other roads also feature standard cul-de-sacs.

Local roads as defined in Figure 2 generally have an ADT of less than 150 vehicles per day, although many exceed this value. The design standard for local roads in Teton County, Idaho is outlined in Table 7 below, while the cross-section may be viewed in Figure 7.

Table 7. Local Road Standard

Lane Width (ft)	Shoulder Width (ft)	Road Width (ft)	ADT (veh/day)	Speed Limit (mph)
9	2	22	<150	25-35

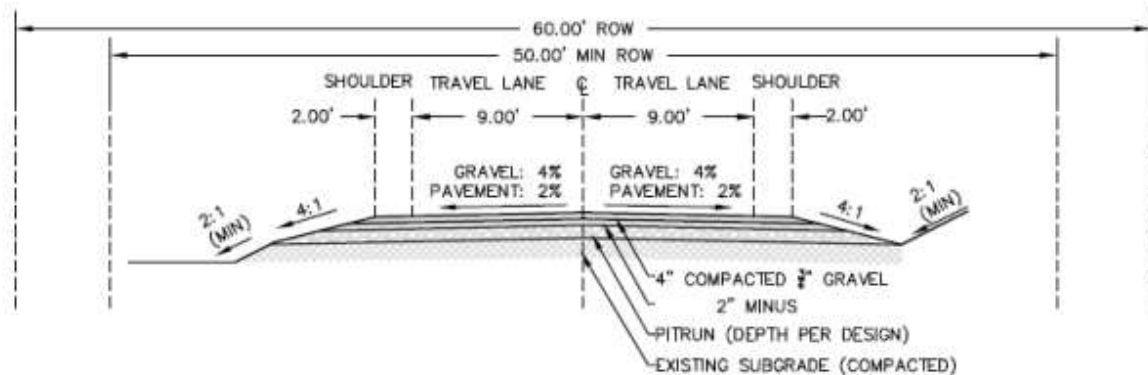


Figure 7. Local Road Cross-Section

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

Acknowledged.

Cross-section of pavement and turn around

Provided in engineer 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 the gradient of the road

Provided in engineer improvement drawings.

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

An easement along the north portion of the property for W 4850 N is shown on the platt. The private roads in the subdivisions are platted appropriately and provided in the appendix.

Mailboxes and pullouts

Each lot will provide its own mailbox.

Fire pullouts

A fire pullout is provided with the shared 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.

APPENDIX A

Most Recent Deed

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **980094-T (JP)**

Date: **June 16, 2021**

For Value Received, **Darin Duane Kerr and Myra Cannon Kerr, Trustees of the Kerr Family Trust, dated February 4, 1993, dated March 4, 1993**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Eustachy-Wysong, LLC, an Idaho limited liability company**, hereinafter called the Grantee, whose current address is **3709 W. 4850 N., Teton, ID 83452**, the following described premises, situated in **Teton County, Idaho**, to-wit:

Parcel 1:

A part of the N1/2 of Section 5, Township 5 North, Range 45 East, B.M., Teton County, Idaho, being further described as:

From the NW corner of said Section 5, thence S. 00°00'30" W. 652.00 feet along the Western Section line to the True Point of Beginning; Thence S. 89°41'13" E. 3956.75 feet to a point more or less in a fence line; Thence S. 00°40'02" E. 608.03 feet more or less along said fence line to an iron pin; Thence S. 70°12'42" W. 263.46 feet to an iron pin; Thence S. 42°58'27" W. 80.00 feet to a point; Thence N. 47°00'00" W. 130.73 feet to a point; Thence N. 89°17'00" W. 2242.66 feet to the SE corner of Government Lot 4 of said Section 5; Thence N. 89°46'29" W. 1323.34 feet along the South line of Government Lot 4 to the SW corner of Government Lot 4 of said Section 5; Thence N. 00°00'30" E. 654.92 feet along the Western Section line of said Section 5 to the true point of beginning.

Parcel 2:

Together with a 60 foot road and utility easement granted to the grantees and their heirs, issue and assigns across a part of Section 5, Township 5 North, Range 45 East, B.M., Teton County, Idaho, being further described as follows:

Commencing at the Northwest corner of Section 5, Township 5 North, Range 45 East of the Boise Meridian, Teton County, Idaho; running thence S.89°52'58"E. along the Section line 2632.144 feet to the North ¼ corner of said Section 5; thence S.89°52'10"E. along the North line of said Section 1303.269 feet to the TRUE POINT OF BEGINNING; running thence S.00°40'02"E. 695.03 feet; thence n.89°41'13"W. 1370.85 feet to a point that is 60 feet west of the North-South Center Section line; thence N.00°02'37"W. 60.00 feet; thence S.89°41'13"E. 1310.00 feet; thence N.00°40'02"W. 634.83 feet to the North line of said Section 5, thence S.89°52'10"E. 60.00 feet to the TRUE POINT OF BEGINNING.

Parcel 3:

Subject to and together with A 60 feet road and utility easement across a part of the N1/2 of Section 5, Township 5 North, Range 45 East, B.M., Teton County, Idaho, being bounded by

Date: 06/16/2021

Warranty Deed
- continued

File No.: 980094-T (JP)

the following described lines:

From the N1/4 corner of Section 5, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho; thence S. 01°31'26" E. 631.15 feet to the true point of beginning; Thence S. 01°31'26" E. 30.02 feet to a point; Thence S. 00°46'00" W. 30.00 feet to a point; Thence N. 89°41'13" W. 1322.35 feet to a point; Thence N. 01°35'00" E. 30.01 feet to a point; Thence N. 01°40'19" W. 30.02 feet to a point; Thence S. 89°41'13" E. 1322.00 feet to the true point of beginning.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

NOT A LEGAL COPY

Date: 06/16/2021

Warranty Deed
- continued

File No.: 980094-T (JP)

Darin Duane Kerr and Myra Cannon Kerr,
Trustees of the Kerr Family Trust, dated
February, 4, 1993

[Handwritten Signature]
Darin Duane Kerr, Trustee
[Handwritten Signature]
Myra Cannon Kerr, Trustee

STATE OF Idaho)
COUNTY OF ~~Teton~~ FRANKLIN)
SS.

On this 15th day of July, 2021, before me, a Notary Public, and for said State, personally appeared **Darin Duane Kerr and Myra Cannon Kerr**, known and identified to me to be the person(s) whose name(s) are subscribed to the within instrument as Trustees of the **Kerr Family Trust** Trust, and acknowledged to me that they executed the same as such Trustees.

[Handwritten Signature]

Notary Public of Idaho
Residing at: Preston
Commission Expires: 7-15-2024

Holly Jo Bessinger
COMMISSION #20191381
NOTARY PUBLIC
State of Idaho

NOT A LEGAL COPY

APPENDIX B

Concept Approval



Print This Page



Teton County ID Planning Item

Approved
Sep 13, 2022 5:00 PM

Eustachy-Wysong Ranch Subdivision Concept Plat Hearing (Continued & Revised)

Information

Department: Planning Department **Sponsors:**
Category: Public Hearing

Attachments

- [Eustachy-Wysong Concept Review_Staff Report 091222](#)
- A. Application (revised)
- B. Concept Plat (revised)
- C. Narrative (revised)
- D. Public Works Review

Body

Having concluded that the Criteria for Approval of a Subdivision Concept Plan found in Title 9-3-2(B-4) can be satisfied with the condition the developer review the layout of the current lots to increase the sizes of the lots and to reduce impact of those lots on the pivot and the multiple habitat overlays, I move to APPROVE the Concept Plan for Eustachy-Wysong Subdivision as described in the application materials submitted March 14, 2022, and as updated with additional applicant information attached to this staff report.

Meeting History

Sep 13, 2022 5:00 PM Audio **Planning & Zoning Commission** **Public Hearing**

Ms. Krueger reviewed the application for a 12 lot subdivision on 60 acres located on 3769 W 7 4850 N south of Teton. She explained the proposal has been revised since the original application hearing and the changes made since the first hearing, along with the required studies and the need for fire suppression approval. Ms. Krueger also commented that the access has been resolved and that no new public comment was received after the proposed changes were posted on the website.

Mr. Brent Crowther with Civilize Engineering, LLC, representing the applicant, commented they have no problems with the proposed conditions of approval and do not believe that clustering the lots was in the best interest of the applicant. He stated they would consider this approach once all the studies are complete based on the results.

Mr. Kaufman asked how the houses would be constructed when the water pivot covers four different properties. Mr. Crowther commented the issues have not been resolved on the water rights and the pivot irrigation at this time.

PUBLIC COMMENT:

Mr. Peter Moffett commented he has been taking care of the property since the new owners took possession and wanted to speak in favor of the Concept application based on the efforts of the applicants to try and develop the property without requesting the maximum density.

Mr. Glenn Moradian, adjacent property owner, commented against the application because it will displace the current Ag use of this parcel that has a pivot that moves across it and adjacent properties that will no longer be able to function if houses are built on this parcel. He was also concerned about access. He stated he will sue the County if this development is approved.

Ms. Sheree Petrovic was concerned about losing the Ag land and the animal migration corridors in this part of the County.

Ms. Helen Seay, adjacent property owner, was concerned about losing the Ag use of the land and the conservation value of losing the existing wildlife corridor.

Ms. Ida Hansen commented that it is the Commission's obligation to base their decision on the Code that was in effect when the application was submitted, and this application meets the underlying densities and will be doing all required studies to move forward to the next step.

Ms. Merri Moradian, adjacent property, provided a video for the Commission showing the property when it was in Ag use. This video was played by Niki Richards with VARD.

APPLICANT REBUTTAL:

Mr. Crowther commented that there is an easement agreement to access the property and the owner is aware that they will have to make road improvements on County roads to mitigate the increased traffic. He was confident that the subdivision application will be approved by EIPH and the parcel will qualify for domestic wells on each lot through IDWR. He also pointed out that the revised application is requesting less than the underlying zoning allows.

COMMISSION DELIBERATION:

Mr. Michelbacher commented the application is a Concept application and will not have all the answers until moving forward to Preliminary Plat stage until the tests are completed. Ms. Tremblay commented she would like to see larger lots and more open space, but since it is a Concept application she felt it meet the criteria for approval. Mr. Kaufman commented he supported individual property rights but was concerned with the loss of productive Ag land. He would prefer to see the lots clustered to allow for more open space and larger lots. Ms. Nolan was concerned that the proposal does not take into consideration the loss of water rights for adjacent Ag lands and the loss of the pivot operations. She wanted to see the building envelopes outside the reach of the pivot so it could continue to operate.

- RESULT:** **APPROVED [3 TO 1]**
- MOVER:** Erica Tremblay, Commissioner
- SECONDER:** J.A. Michelbacher, Chairman
- AYES:** J.A. Michelbacher, Erica Tremblay, Rebeca Nolan
- NAYS:** Wade Kaufman
- ABSENT:** Timothy Watters, Wyatt Penfold, Lindsey Love

Discussion

Add Comment

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 EUSTACHY-WYSONG RANCH

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of ____, 2024, by and between Eustachy-Wysong LLC (the “Developer”) and Teton County Idaho, a political subdivision of the State of Idaho (the “County”).

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

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

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

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

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

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

1. Definitions

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

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

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

2. Required Improvements.

The Developer shall, at its sole cost and expense, complete the road construction, install entrance and street signs, install telephone and electrical service, install fire protection, install approved landscaping, stabilize and re-seed areas of the Property disturbed by installation of Improvements, and complete all other required infrastructure as detailed in the [Eustachy-Wysong Ranch] Improvement Plans dated [December 2022] recorded in the Teton County Clerk and Records office on ___, 2022 as Teton County Instrument No. _____ (the “Recorded Improvement Plans” and the Improvements described therein the “Required Improvements”). Developer agrees that the Required Improvements shall be installed in compliance with Teton County Standards and any other design or engineering standards of other agencies responsible for providing services to the Development.

3. Maintenance of Required Improvements.

The Developer shall maintain all Required Improvements and open space for the Development according to Teton County Standards and any standards adopted by the agencies responsible for providing services

to the Development, unless or until such time as the responsibility for maintenance of the Required Improvements and open space is turned over to a homeowner's association for the Development which, in Teton County's sole but reasonable discretion is sufficiently funded to perform such maintenance. This transfer of maintenance responsibility shall not occur until at least 50% of the lots or units have been sold. The Developer shall include in the recorded CC&Rs for the Development that the homeowner's association shall collect dues, a portion of which will be used for maintenance of the Required Improvements and open space. The Developer shall notify the Planning Department in writing when the homeowners association is established and when the transfer of maintenance responsibility has occurred. A mailing address for future notifications shall also be provided.

4. Schedule for Commencement and Completion of the Improvements.

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

5. Extensions of Time.

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

6. Control of Trash, Weeds, Dust, Erosion, and Sedimentation.

The Developer shall be fully responsible for all dust abatement, erosion, sedimentation, weed, and trash control on the Property. Developer shall use best management practices and industry standards for control. Trash shall be contained at all times. Dumpsters and sanitary facilities are required on site during construction. The financial guarantee in Section 13 will not be released until all onsite trash is removed, construction rubble is leveled, lost soils are replaced, and disturbed areas are reseeded with native vegetation or planned landscaping. The responsibilities in this Section shall run with the land and they

shall therefore apply before, during, and until completion of the Required Improvements. This means that trash, weeds, dust, erosion, and sedimentation control on the Property will be fully the responsibility of the current owner of the Property.

7. Permits.

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

8. Inspection.

Prior to commencing construction of the Required Improvements, Developer shall have a pre-construction meeting with Teton County Planning and Engineering representatives, the Fire Marshal for the Teton County Fire Protection District, and the Developer’s engineer and contractor. The Developer’s engineer shall make regular inspections and maintain control of the Development while it is under construction. Representatives of the County shall have the right to enter upon the Property at any reasonable time to inspect and to determine whether the Developer is in compliance with this Agreement. The Developer shall permit the County and its representatives to enter upon and inspect the Property at reasonable times. The Developer may not deviate from the Recorded Improvement Plans without the prior written approval of the County Engineer.

9. Inspection Fees.

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

10. Final Inspection and Approval of Improvements.

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

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

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

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

12. Warranty of the Improvements.

The Developer warrants the prompt and satisfactory correction of all defects and deficiencies, for both materials and workmanship, in the Required Improvements that occur or become evident within two (2) years for all landscaping Improvements and one (1) year for all other Improvements after acceptance of the Required Improvements by the County. If such defect or deficiency occurs or becomes evident during such period, then the Developer shall, within thirty (30) days after written demand by the County to do so, correct it or cause it to be corrected. If the defect or deficiency cannot be reasonably corrected within thirty (30) days after written demand from the County, the Developer shall commence the correction of the deficiency within the thirty (30) day period and proceed with reasonable diligence to correct the same or cause it to be corrected. If the Developer fails to commence the correction of the deficiency within thirty (30) days after written demand from the County, the County may cause the deficiency to be corrected at Developer’s cost and may draw on the financial security provided in Section 13 of this Agreement to cover such cost. The warranty provided by this Section shall be extended for a full year from the date of repair or replacement of any Improvements repaired or replaced pursuant to such demand.

13. Financial Security Guarantee.

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

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

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

14. Remedies.

In the event the Developer fails to perform any of the terms, conditions or obligations in this Agreement or has not resolved a defect or deficiency under this Agreement, the County, at its option, may exercise any rights and remedies it may have under law. Furthermore, the County reserves the right, in its absolute discretion, to revoke the Developer's approvals for the Development and after such revocation, Developer will have to reapply for approval for any planned unit development or subdivision under the then current County ordinances. Teton County may impose penalties on the Developer in the form of monetary fines, not to exceed the outstanding balance of work not performed or carried out at the required completion date set forth in Section 4 or the cost to correct the defect or deficiency. The County may withhold the issuance of any building permit or certificate of occupancy for any structure located in the Development, refuse to accept ownership and maintenance of any Improvements and record a notice of such action in the Teton County Clerk and Recorder's Office, or issue a "stop work" or "cease and desist" order for any building or Improvement under construction in the Development. All of the above remedies are cumulative and to the extent not wholly inconsistent with each other, may be enforced simultaneously or separately, at the sole discretion of the County.

15. Voided Agreement.

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

16. Default.

If the Developer defaults or fails to fully perform any of its obligations in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Required Improvements, Teton County shall inform the Developer in writing of the specific default or failing. If the default or failing continues for thirty (30) days after such written notice and the Developer makes no attempt to remedy the default, Teton County shall have, in addition to all of its other rights under the law, the right to complete the construction of the Required Improvement(s) or to correct any defect or deficiency in the Required Improvement, using either its own personnel or contractors hired for that purpose. The County shall have the right to draw from the financial security guarantee provided under Section 13 to cover the costs of completing or correcting the Required Improvements. In addition to the costs of the work, the County is entitled to recover reasonable legal fees and reasonable administrative expenses from the Developer.

17. Transfer of Lots or Units.

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

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

18. Time of the Essence.

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

19. Agreement.Binding Upon Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including County's corporate authorities and their successors in office. Nothing herein shall in any way prevent sale or alienation of the Property, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. Developer shall promptly notify the County of any sale of the Property and update the Developer's notice address in accordance with Section

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

20. Notices.

All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below or on the third day after being deposited in the United States mail, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, to the address set forth below.

Notices to the County shall be addressed to, or delivered at, the following address:

Teton County Board of County Commissioners
ATTN: Planning Administrator
150 Courthouse Drive, Rm. 107
Driggs, Idaho 83422

Notices to the Developer shall be addressed to, or delivered at, the following address:

[Larry Eustachy
5557 E Hootowl Dr
Boise, ID 83716]

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

21. Enforcement.

The parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, without limitation enforce or compel the performance of this Agreement.

22. Indemnification.

22.1 No Liability for County Approval. The Developer acknowledges and agrees (1) the County is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the County's issuance of any approvals or acceptances of the Improvements or use of any portion of the Improvements, and (2) the County's issuance of any approvals or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, or licensees or any third party, against damage or injury of any kind at any time.

22.2 Indemnification. Except as provided below, the Developer agrees to, and does hereby, indemnify the County, and all of its elected and appointed officials, officers, employees, agents and representatives from any and all claims, costs and liability of every kind and nature that may be asserted at any time against any such parties for injury or damage received or sustained by any person or entity in connection with (1) the County's review and approval of any plans for the Required Improvements, (2) the issuance of any approval or acceptance of Required Improvements, (3) the development, construction, maintenance or use of any portion of the Required Improvements and (4) the performance by the Developer of its obligations under this Agreement and all related agreements. The Developer further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the Required Improvements provided by this Agreement to the extent the Required Improvements are not in conformance with the Recorded Improvement Plans, except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.

23. Severability.

The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

24. Recording.

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

25. No Conflicts.

The County and the Developer hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the County with respect to the approval of this Agreement. The County and the Developer also acknowledge and agree that this Agreement is in compliance with and required by Title 9 of the Teton County Code. The County and the Developer agree not to challenge

this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right.

26. Authority to Execute.

The County hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Board of County Commissioners. The Developer hereby warrants and represents to the County (1) that it is the record owner of fee simple title to the Property, (2) that the persons executing this Agreement on its behalf have the right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the Developer as set forth herein, (3) that all legal action needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (4) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer hereunder will (i) result in a breach or default under any agreement to which the Developer is a party or to which it or the Property is bound or (ii) violate any statute, law restriction, court order, or agreement to which the Developer or the subdivision is subject.

27. Codes.

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

28. Governing Law.

This Agreement shall be construed and governed according to the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Teton County, or in the United States District Court for the District of Idaho.

29. Attorney's Fees.

Should any litigation be commenced between the parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a court of competent jurisdiction.

30. Final Agreement.

This Agreement sets forth all promises, inducements, agreements, condition and understandings between the Developer and the County relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between the Developer and the County, other than as are stated herein. All Exhibits referenced herein are incorporated in this Agreement as if set forth in full including all text information in the Exhibits.

31. Amendment.

No alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to County, to a duly adopted ordinance or resolution of County.

32. No Waiver of County Rights.

No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision nor will it be deemed to constitute a continuing waiver unless expressly provided for; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any obligation under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement. Developer acknowledges that Teton County reserves the right to revoke all approvals for the Development if Developer fails to comply with any of the conditions of approval of the final plat of the Development, violates or fails to comply with any provision of Title 9 of the Teton County Code effective as of the Application Date, or makes, or is found to have made any misrepresentations or material omissions to the Teton County Planning Commission or Board of County Commissioners.

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

34. Sharing Development Costs.

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

35. Effective Date.

This Agreement shall become valid and binding only upon its approval by the Teton County Board of County Commissioners and its recording in the Teton County Clerk and Recorder's Office and it shall be effective on the date first written above.

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

IN WITNESS WHEREOF, the parties have cause this agreement to be executed on the date first written above.

COUNTY:
TETON COUNTY, IDAHO

By: _____
Chairman, Teton County Board of County Commissioners

STATE OF IDAHO)
) ss:
COUNTY OF TETON)

On this ____ day of _____, 2024, before me, a Notary Public for the State of Idaho, personally appeared _____ Chairman, known to me to be the person(s) whose name(s) is executed above, and acknowledged that he executed the same.

(SEAL)
Residing, _____
Commission expires _____

Notary Public

DEVELOPER:
[Eustachy-Wysong LLC]

By: [Larry Eustachy], [Owner]

STATE OF IDAHO)
) ss:
COUNTY OF TETON)

On this ____ day of _____, 20____, before me, a Notary Public for the State of _____, personally appeared _____ known to me to be the person(s) whose name(s) is executed above, and acknowledged that he executed the same.

(SEAL)
Residing, _____
Commission expires _____

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

BOUNDARY DESCRIPTION

SITUATED IN THE STATE OF IDAHO, COUNTY OF TETON, BEING PART OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 45 EAST, OF B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5;

THENCE SOUTH 00°33'40" EAST, A DISTANCE OF 651.63 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°31'39" EAST, A DISTANCE OF 3,954.27 FEET TO A POINT;

THENCE SOUTH 01°27'10" EAST, A DISTANCE OF 608.03 FEET TO A POINT;

THENCE SOUTH 69°25'34" WEST, A DISTANCE OF 263.46 FEET TO A POINT;

THENCE SOUTH 42°11'19" WEST, A DISTANCE OF 80.00 FEET TO A POINT;

THENCE NORTH 47°47'08" WEST, A DISTANCE OF 130.73 FEET TO A POINT;

THENCE SOUTH 89°55'52" WEST, A DISTANCE OF 929.20 FEET TO A POINT;

THENCE SOUTH 89°55'45" WEST, A DISTANCE OF 1,318.44 FEET TO A POINT;

THENCE SOUTH 89°26'23" WEST, A DISTANCE OF 1,318.36 FEET TO A POINT;

THENCE NORTH 00°33'40" WEST, A DISTANCE OF 654.91 FEET TO THE POINT OF BEGINNING, CONTAINING 60.01 ACRES OF LAND, MORE OR LESS.

EXHIBIT B
ENGINEER'S COST ESTIMATE

Project No. **01-21-0050** Date: 27-Feb-24
 Project: **Eustachy-Wysong Ranch** Prepared by: EAS
 Client: **Larry Eustachy & Mike Wysong** Checked by: BEC

LINE NO.	DIVISION	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
Alternative B						
CONSTRUCTION COSTS						
1	0 - Bidding	Mobilization, Bonding, Insurance, Bidding, Etc.	3%			\$ 1,000
2	1 - General	Submittals (Shop Drawings, O&M Manuals), Project Coordination, P	1%			\$ -
3	1 - General	Construction Facilities and Temporary Controls - Utilities, etc.	1	LS	200.00	\$ 2,000
4	1 - General	Environmental Protection & Special Controls - Solid Waste, Dust, Fu	1	LS	2,000.00	\$ 2,000
		SUBTOTAL				\$ 5,000
ROADWAY						
5	2- Site Const.	Clearing and Grubbing	21,795	SY	1.50	\$ 32,693
6	2- Site Const.	Demolition - Removal of Obstructions	4	LS	0.00	\$ -
7	2- Site Const.	Excavation	4,355	CY	12.00	\$ 52,260
8	2- Site Const.	Furnish and Install Embankment Material	0	CY	30.00	\$ -
9	2- Site Const.	Geotextile Fabric	0	SY	1.75	\$ -
10	2- Site Const.	Furnish and Install 12-inches Granular Borrow Subgrade (Pit Run)	5,865	CY	36.00	\$ 211,140
11	2- Site Const.	Furnish and Install 4-inches 2" Minus Base Course	855	CY	45.00	\$ 38,475
12	2- Site Const.	Furnish and Install 4-inches 3/4" Aggregate Base Course (3/4" Crushed Rock)	130	CY	50.00	\$ 6,500
12	2- Site Const.	Furnish and Install 3-inches Hot Mix Asphalt Pavement	0	SY	7.00	\$ -
13	2- Site Const.	Furnish and Install Walking Path (10' wide - asphalt)	0	SF	6.00	\$ -
14	2- Site Const.	Sidewalk	0	SF	6.00	\$ -
15	2- Site Const.	Ribbon Curb	0	LF	25.00	\$ -
16	2- Site Const.	Curb & Gutter	0	LF	35.00	\$ -
17	2- Site Const.	Furnish and install concrete crossspan/valley gutter	0	Each	6,000.00	\$ -
18	2- Site Const.	Furnish and install ADA ramp	0	Each	3,500.00	\$ -
19	2- Site Const.	Furnish and install reseeding, topsoil, mulch	106,603	SF	0.15	\$ 15,990
20	2- Site Const.	Pavment Marking	0	LS	0.00	\$ -
21	2- Site Const.	Furnish and install street signs	4	Each	1,250.00	\$ 5,000
22	2- Site Const.	Traffic Control	4	LS	500.00	\$ 1,750
		SUBTOTAL				\$ 363,808
WATER						
23						\$ -
24						\$ -
		SUBTOTAL				\$ -
SEWER						
25						\$ -
26						\$ -
		SUBTOTAL				\$ -
PRIVATE UTILITIES						
27	2- Site Const.	Trenching for Fall River Electric	3,850	LF	4.00	\$ 1,600
28	2- Site Const.	Furnish and install 2-inch PVC Conduit - Fall River Electric	3,850	LF	6.00	\$ 2,400
29	2- Site Const.	Furnish and install conductor - Fall River Electric	3,850	LF	11.25	\$ 4,800
30	2- Site Const.	Furnish and install transformer, meter, and meter base	660	Each	2,500.00	\$ 2,400
31	2- Site Const.	Furnish and install natural gas	650	LF	0.00	\$ -
32	2- Site Const.	Furnish and install natural gas service lateral - Intermountain Gas	650	Each	3,000.00	\$ -
		SUBTOTAL				\$ 11,200
MISCELLANEOUS						
54	2- Site Const.	Excavation of Fire Pond	0	CF	6.00	\$ -
55	2- Site Const.	Geosynthetic Liner	0	SF	2.50	\$ -
56	2- Site Const.	Appurtenances	0	LS	15,000.00	\$ -
57	2- Site Const.	Subdivision Sign	0	LS	5,000.00	\$ -
		SUBTOTAL				\$ -
SUBTOTAL CONSTRUCTION COST						\$ 380,007.96
Round to nearest \$10,000						\$ 390,000.00
Confidence Factor						80% \$ 78,000.00
TOTAL CONSTRUCTION COST ALT B						\$ 468,000.00

Project No.	01-21-0050	Date:	27-Feb-24
Project:	Eustachy-Wysong Ranch	Prepared by:	EAS
Client:	Larry Eustachy & Mike Wysong	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%			\$ 1,000
2	1 - General	Submittals (Shop Drawings, O&M Manuals), Project Coordination, P	1%			\$ -
3	1 - General	Construction Facilities and Temporary Controls - Utilities, etc.	1	LS	2,000.00	\$ 2,000
4	1 - General	Environmental Protection & Special Controls - Solid Waste, Dust, Fu	1	LS	2,000.00	\$ 2,000
		SUBTOTAL				\$ 5,000
ROADWAY						
5	2- Site Const.	Clearing and Grubbing	2,060	SY	1.50	\$ 3,090
6	2- Site Const.	Demolition - Removal of Obstructions	1	LS	0.00	\$ -
7	2- Site Const.	Excavation	410	CY	12.00	\$ 4,920
8	2- Site Const.	Furnish and Install Embankment Material	0	CY	30.00	\$ -
9	2- Site Const.	Geotextile Fabric	0	SY	1.75	\$ -
10	2- Site Const.	Furnish and Install 12-inches Granular Borrow Subgrade (Pit Run)	380	CY	36.00	\$ 13,680
11	2- Site Const.	Furnish and Install 4-inches 2" Minus Base Course	130	CY	45.00	\$ 5,850
12	2- Site Const.	Furnish and Install 4-inches 3/4" Aggregate Base Course (3/4"	130	CY	50.00	\$ 6,500
12	2- Site Const.	Crushed Rock)	0	SY	7.00	\$ -
13	2- Site Const.	Furnish and Install 3-inches Hot Mix Asphalt Pavement	0	SF	6.00	\$ -
14	2- Site Const.	Furnish and Install Walking Path (10' wide - asphalt)	0	SF	6.00	\$ -
15	2- Site Const.	Sidewalk	0	SF	6.00	\$ -
16	2- Site Const.	Ribbon Curb	0	LF	25.00	\$ -
17	2- Site Const.	Curb & Gutter	0	LF	35.00	\$ -
17	2- Site Const.	Furnish and install concrete crosspan/valley gutter	0	Each	6,000.00	\$ -
18	2- Site Const.	Furnish and install ADA ramp	0	Each	3,500.00	\$ -
19	2- Site Const.	Furnish and install reseeding, topsoil, mulch	11,863	SF	0.15	\$ 1,780
20	2- Site Const.	Pavment Marking	0	LS	0.00	\$ -
21	2- Site Const.	Furnish and install street signs	1	Each	1,250.00	\$ 1,250
22	2- Site Const.	Traffic Control	1	LS	500.00	\$ 500
		SUBTOTAL				\$ 37,570
WATER						
23						\$ -
24						\$ -
		SUBTOTAL				\$ -
SEWER						
25						\$ -
26						\$ -
		SUBTOTAL				\$ -
PRIVATE UTILITIES						
27	2- Site Const.	Trenching for Fall River Electric	400	LF	4.00	\$ 1,600
28	2- Site Const.	Furnish and install 2-inch PVC Conduit - Fall River Electric	400	LF	6.00	\$ 2,400
29	2- Site Const.	Furnish and install conductor - Fall River Electric	400	LF	12.00	\$ 4,800
30	2- Site Const.	Furnish and install transformer, meter, and meter base	2	Each	1,200.00	\$ 2,400
31	2- Site Const.	Furnish and install natural gas communication fiber	0	LF	0.00	\$ -
32	2- Site Const.	Furnish and install natural gas service lateral - Intermountain Gas	0	Each	3,600.00	\$ -
		SUBTOTAL				\$ 11,200
MISCELLANEOUS						
33	2- Site Const.	Excavation of Fire Pond	0	CY	6.00	\$ -
34	2- Site Const.	Geosynthetic Liner	0	SF	2.50	\$ -
35	2- Site Const.	Appurtenances	0	LS	15,000.00	\$ -
36	2- Site Const.					\$ -
		SUBTOTAL				\$ -
SUBTOTAL CONSTRUCTION COST						\$ 53,769.50
Round to nearest \$10,000						\$ 60,000.00
Confidence Factor						80%
TOTAL CONSTRUCTION COST						\$ 72,000.00

Project No.	01-21-0050	Date:	27-Feb-24
Project:	Eustachy-Wysong Ranch	Prepared by:	EAS
Client:	Larry Eustachy & Mike Wysong	Checked by:	BEC

LINE NO.	DIVISION	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
ENGINEERING AND CONSTRUCTION OBSERVATION						
1		Design Services				\$ 40,000
2		Bid Services				\$ 5,000
3		Construction Observation/Inspection				\$ 10,000
4		Post Construction Services				\$ 2,000
SUBTOTAL ENGINEERING AND CONSTRUCTION OBSERVATION COSTS						\$ 57,000
OTHER PROJECT COSTS						
1		Facility Planning Study				\$ -
2		Grant Application & Project Development				\$ -
3		Environmental Assessment				\$ 5,000
4		Water Sampling and Testing				\$ -
5		Permitting				\$ 500
6		Traffic Impact Study				\$ 7,000
7		Surveying				\$ 6,000
8		Geotechnical Investigation				\$ -
9		Preliminary Engineering Report				\$ -
10		Land Acquisition				\$ -
11		Legal/Bonding & Audit				\$ -
12		Contract Administration and Funding Support				\$ -
SUBTOTAL OTHER PROJECT COSTS						\$ 18,500
SUBTOTAL ENGINEERING, CONSTRUCTION OBSERVATION, AND OTHER PROJECT COSTS						\$ 75,500
PROJECT CONTINGENCY						
		Contingency on project costs		10.00%		\$ 20,000.00
TOTAL ENGINEER'S OPINION OF PROBABLE PROJECT COST						\$ 167,500

Project No.	01-21-0050	Date:	27-Feb-24
Project:	Eustachy-Wysong Ranch	Prepared by:	EAS
Client:	Larry Eustachy & Mike Wysong	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%			\$ 7,000
2	1 - General	Submittals (Shop Drawings, O&M Manuals), Project Coordination, P	1%			\$ 2,000
3	1 - General	Construction Facilities and Temporary Controls - Utilities, etc.	1	LS	2,000.00	\$ 2,000
4	1 - General	Environmental Protection & Special Controls - Solid Waste, Dust, Fu	1	LS	2,000.00	\$ 2,000
		SUBTOTAL				\$ 13,000
ROADWAY						
5	2- Site Const.	Clearing and Grubbing	8,950	SY	1.50	\$ 13,425
6	2- Site Const.	Demolition - Removal of Obstructions	1	LS	0.00	\$ -
7	2- Site Const.	Excavation	1,790	CY	12.00	\$ 21,480
8	2- Site Const.	Furnish and Install Embankment Material	0	CY	30.00	\$ -
9	2- Site Const.	Geotextile Fabric	0	SY	1.75	\$ -
10	2- Site Const.	Furnish and Install 12-inches Granular Borrow Subgrade (Pit Run)	2,490	CY	36.00	\$ 89,640
11	2- Site Const.	Furnish and Install 4-inches 2" Minus Base Course	330	CY	45.00	\$ 14,850
12	2- Site Const.	Furnish and Install 4-inches 3/4" Aggregate Base Course (3/4" Crushed Rock)	0	CY	50.00	\$ -
12	2- Site Const.	Furnish and Install 3-inches Hot Mix Asphalt Pavement	0	SY	7.00	\$ -
13	2- Site Const.	Furnish and Install Walking Path (10' wide - asphalt)	0	SF	6.00	\$ -
14	2- Site Const.	Sidewalk	0	SF	6.00	\$ -
15	2- Site Const.	Ribbon Curb	0	LF	25.00	\$ -
16	2- Site Const.	Curb & Gutter	0	LF	35.00	\$ -
17	2- Site Const.	Furnish and install concrete crosspan/valley gutter	0	Each	6,000.00	\$ -
18	2- Site Const.	Furnish and install ADA ramp	0	Each	3,500.00	\$ -
19	2- Site Const.	Furnish and install reseeding, topsoil, mulch	42,976	SF	0.15	\$ 6,446
20	2- Site Const.	Pavment Marking	0	LS	0.00	\$ -
21	2- Site Const.	Furnish and install street signs	1	Each	1,250.00	\$ 1,250
22	2- Site Const.	Traffic Control	1	LS	500.00	\$ 500
		SUBTOTAL				\$ 147,591
WATER						
23						\$ -
24						\$ -
		SUBTOTAL				\$ -
SEWER						
25						\$ -
26						\$ -
		SUBTOTAL				\$ -
PRIVATE UTILITIES						
27	2- Site Const.	Trenching for Fall River Electric	2,800	LF	4.00	\$ 11,200
28	2- Site Const.	Furnish and install 2-inch PVC Conduit - Fall River Electric	2,800	LF	6.00	\$ 16,800
29	2- Site Const.	Furnish and install conductor - Fall River Electric	2,800	LF	12.00	\$ 33,600
30	2- Site Const.	Furnish and install transformer, meter, and meter base	8	Each	1,200.00	\$ 9,600
31	2- Site Const.	Furnish and install natural gas	0	LF	0.00	\$ -
32	2- Site Const.	Furnish and install natural gas service lateral - Intermountain Gas	0	Each	3,600.00	\$ -
		SUBTOTAL				\$ 71,200
MISCELLANEOUS						
33	2- Site Const.	Excavation of Fire Pond	0	CF	6.00	\$ -
34	2- Site Const.	Geosynthetic Liner	0	SF	2.50	\$ -
35	2- Site Const.	Appurtenances	0	LS	15,000.00	\$ -
36	2- Site Const.	Subdivision Sign		LS	5,000.00	\$ -
		SUBTOTAL				\$ -
SUBTOTAL CONSTRUCTION COST						\$ 231,791.40
Round to nearest \$10,000						\$ 240,000.00
Confidence Factor						80%
TOTAL CONSTRUCTION COST						\$ 288,000.00

Project No.	01-21-0050	Date:	27-Feb-24
Project:	Eustachy-Wysong Ranch	Prepared by:	EAS
Client:	Larry Eustachy & Mike Wysong	Checked by:	BEC

LINE NO.	DIVISION	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
ENGINEERING AND CONSTRUCTION OBSERVATION						
1		Design Services				\$ -
2		Bid Services				\$ -
3		Construction Observation/Inspection				\$ -
4		Post Construction Services				\$ -
SUBTOTAL ENGINEERING AND CONSTRUCTION OBSERVATION COSTS						\$ -
OTHER PROJECT COSTS						
1		Facility Planning Study				\$ -
2		Grant Application & Project Development				\$ -
3		Environmental Assessment				\$ -
4		Water Sampling and Testing				\$ -
5		Permitting				\$ -
6		Traffic Impact Study				\$ -
7		Surveying				\$ -
8		Geotechnical Investigation				\$ -
9		Preliminary Engineering Report				\$ -
10		Land Acquisition				\$ -
11		Legal/Bonding & Audit				\$ -
12		Contract Administration and Funding Support				\$ -
SUBTOTAL OTHER PROJECT COSTS						\$ -
SUBTOTAL ENGINEERING, CONSTRUCTION OBSERVATION, AND OTHER PROJECT COSTS						\$ -
PROJECT CONTINGENCY						
		Contingency on project costs		10.00%		\$ 29,000.00
TOTAL ENGINEER'S OPINION OF PROBABLE PROJECT COST						\$ 317,000

Project No.	01-21-0050	Date:	27-Feb-24
Project:	Eustachy-Wysong Ranch	Prepared by:	EAS
Client:	Larry Eustachy & Mike Wysong	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%			\$ 6,000
2	1 - General	Submittals (Shop Drawings, O&M Manuals), Project Coordination, P	1%			\$ 2,000
3	1 - General	Construction Facilities and Temporary Controls - Utilities, etc.	1	LS	2,000.00	\$ 2,000
4	1 - General	Environmental Protection & Special Controls - Solid Waste, Dust, Fu	1	LS	2,000.00	\$ 2,000
		SUBTOTAL				\$ 12,000
ROADWAY						
5	2- Site Const.	Clearing and Grubbing	8,720	SY	1.50	\$ 13,080
6	2- Site Const.	Demolition - Removal of Obstructions	1	LS	0.00	\$ -
7	2- Site Const.	Excavation	1,740	CY	12.00	\$ 20,880
8	2- Site Const.	Furnish and Install Embankment Material	0	CY	30.00	\$ -
9	2- Site Const.	Geotextile Fabric	0	SY	1.75	\$ -
10	2- Site Const.	Furnish and Install 12-inches Granular Borrow Subgrade (Pit Run)	2,420	CY	36.00	\$ 87,120
11	2- Site Const.	Furnish and Install 4-inches 2" Minus Base Course	320	CY	45.00	\$ 14,400
12	2- Site Const.	Furnish and Install 4-inches 3/4" Aggregate Base Course (3/4" Crushed Rock)	0	CY	50.00	\$ -
12	2- Site Const.	Furnish and Install 3-inches Hot Mix Asphalt Pavement	0	SY	7.00	\$ -
13	2- Site Const.	Furnish and Install Walking Path (10' wide - asphalt)	0	SF	6.00	\$ -
14	2- Site Const.	Sidewalk	0	SF	6.00	\$ -
15	2- Site Const.	Ribbon Curb	0	LF	25.00	\$ -
16	2- Site Const.	Curb & Gutter	0	LF	35.00	\$ -
17	2- Site Const.	Furnish and install concrete crosspan/valley gutter	0	Each	6,000.00	\$ -
18	2- Site Const.	Furnish and install ADA ramp	0	Each	3,500.00	\$ -
19	2- Site Const.	Furnish and install reseeding, topsoil, mulch	41,843	SF	0.15	\$ 6,276
20	2- Site Const.	Pavment Marking	0	LS	0.00	\$ -
21	2- Site Const.	Furnish and install street signs	1	Each	1,250.00	\$ 1,250
22	2- Site Const.	Traffic Control	1	LS	500.00	\$ 500
		SUBTOTAL				\$ 143,506
WATER						
23						\$ -
24						\$ -
		SUBTOTAL				\$ -
SEWER						
25						\$ -
26						\$ -
		SUBTOTAL				\$ -
PRIVATE UTILITIES						
27	2- Site Const.	Trenching for Fall River Electric	2,800	LF	4.00	\$ 11,200
28	2- Site Const.	Furnish and install 2-inch PVC Conduit - Fall River Electric	2,800	LF	6.00	\$ 16,800
29	2- Site Const.	Furnish and install conductor - Fall River Electric	2,800	LF	12.00	\$ 33,600
30	2- Site Const.	Furnish and install transformer, meter, and meter base	8	Each	1,200.00	\$ 9,600
31	2- Site Const.	Furnish and install natural gas	0	LF	0.00	\$ -
32	2- Site Const.	Furnish and install natural gas service lateral - Intermountain Gas	0	Each	3,600.00	\$ -
		SUBTOTAL				\$ 71,200
MISCELLANEOUS						
33	2- Site Const.	Excavation of Fire Pond	0	CF	6.00	\$ -
34	2- Site Const.	Geosynthetic Liner	0	SF	2.50	\$ -
35	2- Site Const.	Appurtenances	0	LS	15,000.00	\$ -
36	2- Site Const.	Subdivision Sign		LS	5,000.00	\$ -
		SUBTOTAL				\$ -
SUBTOTAL CONSTRUCTION COST						\$ 226,706.48
Round to nearest \$10,000						\$ 230,000.00
Confidence Factor						80%
TOTAL CONSTRUCTION COST						\$ 276,000.00

Project No.	01-21-0050	Date:	27-Feb-24
Project:	Eustachy-Wysong Ranch	Prepared by:	EAS
Client:	Larry Eustachy & Mike Wysong	Checked by:	BEC

LINE NO.	DIVISION	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
ENGINEERING AND CONSTRUCTION OBSERVATION						
1		Design Services				\$ -
2		Bid Services				\$ -
3		Construction Observation/Inspection				\$ -
4		Post Construction Services				\$ -
SUBTOTAL ENGINEERING AND CONSTRUCTION OBSERVATION COSTS						\$ -
OTHER PROJECT COSTS						
1		Facility Planning Study				\$ -
2		Grant Application & Project Development				\$ -
3		Environmental Assessment				\$ -
4		Water Sampling and Testing				\$ -
5		Permitting				\$ -
6		Traffic Impact Study				\$ -
7		Surveying				\$ -
8		Geotechnical Investigation				\$ -
9		Preliminary Engineering Report				\$ -
10		Land Acquisition				\$ -
11		Legal/Bonding & Audit				\$ -
12		Contract Administration and Funding Support				\$ -
SUBTOTAL OTHER PROJECT COSTS						\$ -
SUBTOTAL ENGINEERING, CONSTRUCTION OBSERVATION, AND OTHER PROJECT COSTS						\$ -
PROJECT CONTINGENCY						
		Contingency on project costs		10.00%		\$ 28,000.00
TOTAL ENGINEER'S OPINION OF PROBABLE PROJECT COST						\$ 304,000

Project No. **01-21-0050** Date: 27-Feb-24
 Project: **Eustachy-Wysong Ranch** Prepared by: EAS
 Client: **Larry Eustachy & Mike Wysong** 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%			\$ 3,000
2	1 - General	Submittals (Shop Drawings, O&M Manuals), Project Coordination, P	1%			\$ 1,000
3	1 - General	Construction Facilities and Temporary Controls - Utilities, etc.	1	LS	2,000.00	\$ 2,000
4	1 - General	Environmental Protection & Special Controls - Solid Waste, Dust, Fu	1	LS	2,000.00	\$ 2,000
		SUBTOTAL				\$ 8,000
ROADWAY						
5	2- Site Const.	Clearing and Grubbing	4,210	SY	1.50	\$ 6,315
6	2- Site Const.	Demolition - Removal of Obstructions	1	LS	0.00	\$ -
7	2- Site Const.	Excavation	840	CY	12.00	\$ 10,080
8	2- Site Const.	Furnish and Install Embankment Material	0	CY	30.00	\$ -
9	2- Site Const.	Geotextile Fabric	0	SY	1.75	\$ -
10	2- Site Const.	Furnish and Install 12-inches Granular Borrow Subgrade (Pit Run)	1,170	CY	36.00	\$ 42,120
11	2- Site Const.	Furnish and Install 4-inches 2" Minus Base Course	150	CY	45.00	\$ 6,750
12	2- Site Const.	Furnish and Install 4-inches 3/4" Aggregate Base Course (3/4"	0	CY	50.00	\$ -
12	2- Site Const.	Crushed Rock)	0	SY	7.00	\$ -
13	2- Site Const.	Furnish and Install 3-inches Hot Mix Asphalt Pavement	0	SF	6.00	\$ -
14	2- Site Const.	Furnish and Install Walking Path (10' wide - asphalt)	0	SF	6.00	\$ -
15	2- Site Const.	Sidewalk	0	LF	25.00	\$ -
16	2- Site Const.	Ribbon Curb	0	LF	35.00	\$ -
16	2- Site Const.	Curb & Gutter	0	Each	6,000.00	\$ -
17	2- Site Const.	Furnish and install concrete crosspan/valley gutter	0	Each	3,500.00	\$ -
18	2- Site Const.	Furnish and install ADA ramp	20,213	SF	0.15	\$ 3,032
19	2- Site Const.	Furnish and install reseeding, topsoil, mulch	0	LS	0.00	\$ -
20	2- Site Const.	Pavment Marking	1	Each	1,250.00	\$ 1,250
21	2- Site Const.	Furnish and install street signs	1	LS	500.00	\$ 500
22	2- Site Const.	Traffic Control				\$ 70,047
		SUBTOTAL				\$ 70,047
WATER						
23						\$ -
24						\$ -
		SUBTOTAL				\$ -
SEWER						
25						\$ -
26						\$ -
		SUBTOTAL				\$ -
PRIVATE UTILITIES						
27	2- Site Const.	Trenching for Fall River Electric	650	LF	4.00	\$ 2,600
28	2- Site Const.	Furnish and install 2-inch PVC Conduit - Fall River Electric	650	LF	6.00	\$ 3,900
29	2- Site Const.	Furnish and install conductor - Fall River Electric	650	LF	12.00	\$ 7,800
30	2- Site Const.	Furnish and install transformer, meter, and meter base	0	Each	1,200.00	\$ -
31	2- Site Const.	Furnish and install natural gas	0	LF	0.00	\$ -
32	2- Site Const.	Furnish and install natural gas service lateral - Intermountain Gas	0	Each	3,600.00	\$ -
		SUBTOTAL				\$ 14,300
MISCELLANEOUS						
33	2- Site Const.	Excavation of Fire Pond	0	CF	6.00	\$ -
34	2- Site Const.	Geosynthetic Liner	0	SF	2.50	\$ -
35	2- Site Const.	Appurtenances	0	LS	15,000.00	\$ -
36	2- Site Const.	Subdivision Sign		LS	5,000.00	\$ -
		SUBTOTAL				\$ -
SUBTOTAL CONSTRUCTION COST						\$ 92,347.02
Round to nearest \$10,000						\$ 100,000.00
Confidence Factor						\$ 20,000.00
						80%
TOTAL CONSTRUCTION COST						\$ 120,000.00

Project No.	01-21-0050	Date:	27-Feb-24
Project:	Eustachy-Wysong Ranch	Prepared by:	EAS
Client:	Larry Eustachy & Mike Wysong	Checked by:	BEC

LINE NO.	DIVISION	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
ENGINEERING AND CONSTRUCTION OBSERVATION						
1		Design Services				\$ -
2		Bid Services				\$ -
3		Construction Observation/Inspection				\$ -
4		Post Construction Services				\$ -
SUBTOTAL ENGINEERING AND CONSTRUCTION OBSERVATION COSTS						\$ -
OTHER PROJECT COSTS						
1		Facility Planning Study				\$ -
2		Grant Application & Project Development				\$ -
3		Environmental Assessment				\$ -
4		Water Sampling and Testing				\$ -
5		Permitting				\$ -
6		Traffic Impact Study				\$ -
7		Surveying				\$ -
8		Geotechnical Investigation				\$ -
9		Preliminary Engineering Report				\$ -
10		Land Acquisition				\$ -
11		Legal/Bonding & Audit				\$ -
12		Contract Administration and Funding Support				\$ -
SUBTOTAL OTHER PROJECT COSTS						\$ -
SUBTOTAL ENGINEERING, CONSTRUCTION OBSERVATION, AND OTHER PROJECT COSTS						\$ -
PROJECT CONTINGENCY						
		Contingency on project costs		10.00%		\$ 12,000.00
TOTAL ENGINEER'S OPINION OF PROBABLE PROJECT COST						\$ 132,000

Civilize, PLLC

Management and Engineering

ENGINEER'S OPINION OF PROBABLE COST

Eustachy-Wysong Ranch Subdivision
W 5000 N Road Section

Project No. **01-21-0050** Date: 27-Feb-24
 Project: **Eustachy-Wysong Ranch** Prepared by: EAS
 Client: **Larry Eustachy & Mike Wysong** 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%			\$ 4,000
2	1 - General	Submittals (Shop Drawings, O&M Manuals), Project Coordination, P	1%			\$ 1,000
3	1 - General	Construction Facilities and Temporary Controls - Utilities, etc.	1	LS	2,000.00	\$ 2,000
4	1 - General	Environmental Protection & Special Controls - Solid Waste, Dust, Fu	1	LS	2,000.00	\$ 2,000
		SUBTOTAL				\$ 9,000
ROADWAY						
5	2- Site Const.	Clearing and Grubbing	8,640	SY	1.50	\$ 12,960
6	2- Site Const.	Demolition - Removal of Obstructions	1	LS	0.00	\$ -
7	2- Site Const.	Excavation	1,730	CY	12.00	\$ 20,760
8	2- Site Const.	Furnish and Install Embankment Material	0	CY	30.00	\$ -
9	2- Site Const.	Geotextile Fabric	0	SY	1.75	\$ -
10	2- Site Const.	Furnish and Install 12-inches Granular Borrow Subgrade (Pit Run)	2,400	CY	36.00	\$ 86,400
11	2- Site Const.	Furnish and Install 4-inches 2" Minus Base Course	320	CY	45.00	\$ 14,400
12	2- Site Const.	Furnish and Install 4-inches 3/4" Aggregate Base Course (3/4"	0	CY	50.00	\$ -
12	2- Site Const.	Crushed Rock)	0	SY	7.00	\$ -
13	2- Site Const.	Furnish and Install 3-inches Hot Mix Asphalt Pavement	0	SF	6.00	\$ -
14	2- Site Const.	Furnish and Install Walking Path (10' wide - asphalt)	0	SF	6.00	\$ -
15	2- Site Const.	Sidewalk	0	LF	25.00	\$ -
16	2- Site Const.	Ribbon Curb	0	LF	35.00	\$ -
17	2- Site Const.	Curb & Gutter	0	Each	6,000.00	\$ -
18	2- Site Const.	Furnish and install concrete crosspan/valley gutter	0	Each	3,500.00	\$ -
19	2- Site Const.	Furnish and install reseeding, topsoil, mulch	41,471	SF	0.15	\$ 6,221
20	2- Site Const.	Pavment Marking	0	LS	0.00	\$ -
21	2- Site Const.	Furnish and install street signs	2	Each	1,250.00	\$ 2,500
22	2- Site Const.	Traffic Control	1	LS	500.00	\$ 500
		SUBTOTAL				\$ 143,741
WATER						
23						\$ -
24						\$ -
		SUBTOTAL				\$ -
SEWER						
25						\$ -
26						\$ -
		SUBTOTAL				\$ -
PRIVATE UTILITIES						
27	2- Site Const.	Trenching for Fall River Electric	0	LF	4.00	\$ -
28	2- Site Const.	Furnish and install 2-inch PVC Conduit - Fall River Electric	0	LF	6.00	\$ -
29	2- Site Const.	Furnish and install conductor - Fall River Electric	0	LF	12.00	\$ -
30	2- Site Const.	Furnish and install transformer, meter, and meter base	0	Each	1,200.00	\$ -
31	2- Site Const.	Furnish and install natural gas	0	LF	0.00	\$ -
32	2- Site Const.	Furnish and install natural gas service lateral - Intermountain Gas	0	Each	3,600.00	\$ -
		SUBTOTAL				\$ -
MISCELLANEOUS						
33	2- Site Const.	Excavation of Fire Pond	0	CF	6.00	\$ -
34	2- Site Const.	Geosynthetic Liner	0	SF	2.50	\$ -
35	2- Site Const.	Appurtenances	0	LS	15,000.00	\$ -
36	2- Site Const.	Subdivision Sign		LS	5,000.00	\$ -
		SUBTOTAL				\$ -
SUBTOTAL CONSTRUCTION COST						\$ 152,740.61
Round to nearest \$10,000						\$ 160,000.00
Confidence Factor 80%						\$ 32,000.00
TOTAL CONSTRUCTION COST						\$ 192,000.00

Project No.	01-21-0050	Date:	27-Feb-24
Project:	Eustachy-Wysong Ranch	Prepared by:	EAS
Client:	Larry Eustachy & Mike Wysong	Checked by:	BEC

LINE NO.	DIVISION	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
ENGINEERING AND CONSTRUCTION OBSERVATION						
1		Design Services				\$ -
2		Bid Services				\$ -
3		Construction Observation/Inspection				\$ -
4		Post Construction Services				\$ -
SUBTOTAL ENGINEERING AND CONSTRUCTION OBSERVATION COSTS						\$ -
OTHER PROJECT COSTS						
1		Facility Planning Study				\$ -
2		Grant Application & Project Development				\$ -
3		Environmental Assessment				\$ -
4		Water Sampling and Testing				\$ -
5		Permitting				\$ -
6		Traffic Impact Study				\$ -
7		Surveying				\$ -
8		Geotechnical Investigation				\$ -
9		Preliminary Engineering Report				\$ -
10		Land Acquisition				\$ -
11		Legal/Bonding & Audit				\$ -
12		Contract Administration and Funding Support				\$ -
SUBTOTAL OTHER PROJECT COSTS						\$ -
SUBTOTAL ENGINEERING, CONSTRUCTION OBSERVATION, AND OTHER PROJECT COSTS						\$ -
PROJECT CONTINGENCY						
		Contingency on project costs		10.00%		\$ 19,000.00
TOTAL ENGINEER'S OPINION OF PROBABLE PROJECT COST						\$ 211,000

EXHIBIT C
PHASING PLAN

The project consists of a single phase

APPENDIX D

Draft CC & Rs

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EUSTACHY-WYSONG RANCH 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 7 Day of July, 2024, by **Eustachy-Wysong Ranch** subdivision, identified as, Teton County, Idaho, consisting of **Eustachy-Wysong, LLC**, an Idaho Limited Liability Company, herein referred to as “Declarant” the Owner or Beneficial Owner of all the lots in the Eustachy-Wysong Ranch subdivision, according to the plat filed for record in Teton County, Idaho, and which shall herein be referred to as “properties.” Eustachy-Wysong Ranch Homeowners Association, Inc. (“Association”) is bound and governed by the terms of this Declaration.

ARTICLE 1 - PURPOSE AND DECLARATION

NOW THEREFORE, the 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 along with 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. Si 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 the 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 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 use 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, and 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 access 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 Eustachy-Wysong Ranch 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 the 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 boats, travel trailers, recreational vehicles, motorhomes, campers, or similar vehicles 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, which must be contained in designated, enclosed areas to prevent interactions with wildlife. It is the responsibility of each Owner to maintain and restrain all animals to eliminate disturbance or annoyance of others and wildlife. To ensure the safety of wildlife, domestic cats should not be permitted to roam freely outdoors, particularly to prevent mortality of songbirds and waterbirds protected by Teton County. Special care should be taken to keep cats out of the riparian/emergent wetlands habitat on the western portions of the

development.

Moreover, livestock, including horses, pigs, sheep, or other farm animals, may be kept for non-commercial purposes, subject to the maximums listed in the table below. Owners are obligated to prevent disturbance or nuisance of their livestock to other Lot Owners, ensuring harmony within the community.

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 Eustachy-Wysong Ranch Subdivision is an agriculturally supportive development and as such Owners shall ensure undeveloped areas of their Lots are kept as agricultural 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 the 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 a 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 9-4-12, is required. Outdoor lighting will be designed to downcast, per Teton County's Dark Sky Lighting Ordinance, to minimize light pollution and its adverse effects on wildlife and neighboring properties. Bright lights have been shown to disrupt wildlife movement and impair avian species' navigation abilities. Motion detector lights are encouraged, provided they meet the requirements for floodlights. When not needed, such as when the residence is unoccupied, lights should remain off to mitigate disturbance to wildlife.

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 a 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 to 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 - Septic. 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. Waste Disposal – Bear Attractants. To mitigate the risk of attracting bears, any outdoor food storage areas should be designed to minimize artificial attractants. This involves taking measures to manage or remove livestock carcasses promptly and ensuring that human foods, garbage, and dog food are stored properly.

W. 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.

X. Fencing. Fences on the Property shall be treated as improvements and require prior written approval from the Design Group. If a Lot Owner fails to adequately maintain the lot boundary fences, the Design Group may take necessary action after providing proper notice to ensure property values are protected, with any expenses incurred assessed to the Lot Owner. While not mandatory for every Lot Owner, fences must comply with this provision if needed and be maintained accordingly. Additionally, all fences will be designed to minimize impacts on indicator species' current use of the Property and habitat connectivity. Design considerations, conducted by a qualified individual, will account for adjacent land use, especially in the riparian forest/emergent wetlands on the western portion of the Property. Guidelines from the Teton County Idaho Zoning Ordinance will be followed, with livestock containment fences (if permitted) clustered near buildings to regulate livestock use of the wetland habitat, ensuring grazing intensity is low enough to preserve wildlife habitat.

Y. 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.

Z. 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.

AA. Noxious weeds. Lot Owners are responsible for ensuring that state-listed noxious weeds are kept under control at all times, at their own expense, and that their lots are properly maintained. In the event of non-compliance with weed control, either the Lot Owner or the Homeowners' Association, as applicable, must take action to eliminate the weeds from the affected lots. Failure to comply will result in a \$1000 penalty assessed to the lot, with a lien recorded in the Office of the Clerk of Teton County, Idaho, to collect the penalty and the cost of weed eradication if the Owner does not reimburse the weed control costs. Weed control measures should avoid herbicide use in wildlife habitat areas during the breeding season and promote methods that support the thriving of native plant species. Preservation of existing natural features, such as forested and shrub vegetative cover types, is prioritized to enhance the attractiveness and habitat quality of the property. In addition to controlling noxious weeds, lot owners must ensure that ornamental plants selected for landscaping are non-toxic. Special attention should be given to avoiding the cultivation of ornamental yews, including Japanese yew (*Taxus cuspidata*), European or English yew (*Taxus baccata*), and Chinese yew (*Taxus chinensis*) and their hybrids, on any portion of the Property.

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 Eustachy-Wysong Ranch 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 Eustachy-Wysong Ranch 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.

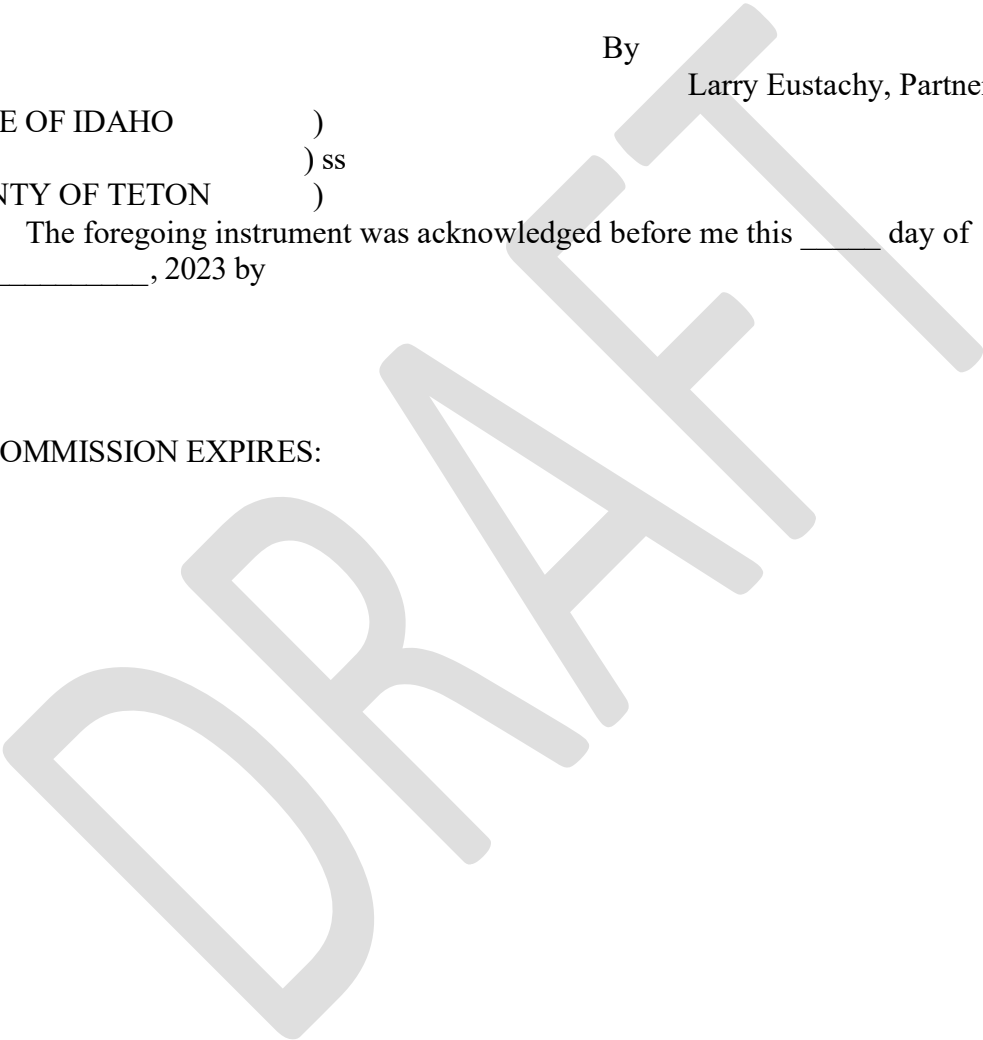
EUSTACHY-WYSONG LLC

By
Larry Eustachy, Partner

STATE OF IDAHO)
) ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by

MY COMMISSION EXPIRES:



APPENDIX E

Open Space Management Plan

Not Applicable

APPENDIX F

Financial “Letter of Intent”

Financial Security

Regarding financial security for construction of the improvements for Eustachy-Wysong, 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

11/02/2022

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

Michael Wysong / Larry Eustachy
P.O. Box 401
Las Vegas, NV

RE: Eustachy-Wysong Ranch

I have reviewed the application to have the parcel RP05N45E053100 subdivided into fourteen (14)) 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. Three (3) test holes were excavated on October 31, 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.

Soil observation is as follows:

0-24-30 inches silty sandy loam topsoil with minor rock content (5%). Slightly variable in thickness. 30-120 inches gravelly loamy sand with 40% rock content. Clasts are well rounded 1-5 inch in diameter. Sand is medium to coarse grained. Minor fine content. A2b Soil Type.

Subsurface waste disposal systems will be sized using B1 application rate of 0.6 gallons per day per square foot due to the 40% rock content.

All test holes were dry with no evidence of groundwater through out depth. No bedrock was encountered.

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

Slope is insignificant across the property (1.1% across 0.6 miles). Average elevation is 6024 feet above sea level.

Eastern Idaho Public Health gives preliminary approval of the application to divide this parcel creating the Eustacy-Wysong Ranch 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, appearing to read 'Kathleen Price'. The signature is fluid and cursive, 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: 10-31-2022 Time: Travel _____ On-site _____

I. NAME OF SUBDIVISION: Eustachy - Wysong Ranch

II. LOCATION (COUNTY): Teton RPO5N45E05.3100

III. GENERAL INFORMATION:

A. Current Land Use: Agriculture

B. Adjoining Property Use: Residential + Agriculture

C. Surface Water (on or near development): - NA -

D. Slope: Minor to None < 2% General S → N

E. Drainage Areas Present: No

F. Rock Outcrop Present: No

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:

Flat Ag land, No surface or ground water evident to 120"
below grade,
Available for sub-surface waste disposal.

EHS: R. Price

TEST HOLE INFORMATION

SUBDIVISION Eastchry. Wysonig DATE 10-31-2022

RP05 N45E 05S100

Test Hole # 1

Test Hole # 2.

Test Hole # 3

Location: See Map (West)

Location: See Map (Center)

Location: See Map (East)

Depth: 120"

Depth: 120"

Depth: 120"

30" —

Silty sandy loam
minor rock content < 5%

gravelly loamy sand
40% rock content
clasts well rounded
1-5" Diameter
medium to coarse sand
w/minor fines.
A2b.

120" — Dry / No Bedrock

24-30" —

Silty sandy loam 5% rock content

Same as TH 1

A2b

120" — Dry / No Bedrock

30" —

Same as TH 1 + 2

slightly smaller rock clasts
1-4" Diameter
A2b

120" — Dry No Bedrock.

A2b soil type dominant. Size using B1 application Rate Due to rock content.

Test Hole # _____

Test Hole # _____

Test Hole # _____

Location: _____

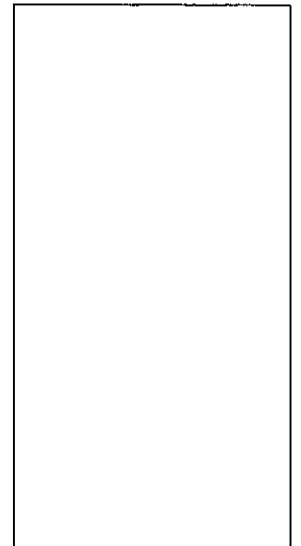
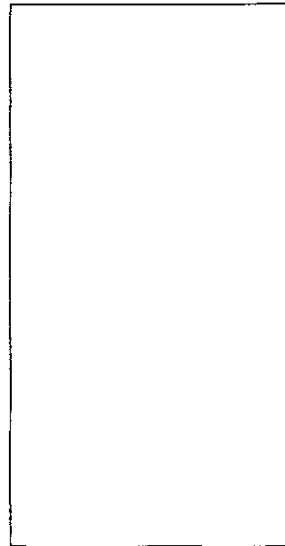
Location: _____

Location: _____

Depth: _____

Depth: _____

Depth: _____







W 5000 N

N 3200 W

Eustachy-Wysong Ranch Subdivision

W 4850 N

W 4850 N

W 4850 N

TH1

TH2

TH3

3769 W 4850 N

* T4 locations

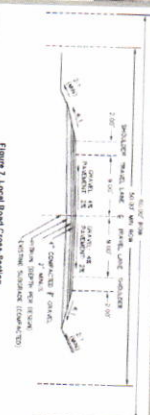


Figure 7 - Lot Layout Diagram

DEVELOPMENT NOTES

GENERAL INFORMATION, JURISDICTION, ZONING
 JURISDICTION: TETON COUNTY, IDAHO
 GOVERNING CODE: TETON COUNTY SUBDIVISION REGULATIONS
 IMPACT AREA CODE: AGRICULTURAL/RURAL RESIDENTIAL 2.5
 PLANNING AND ZONING DIVISION
 LOT NO. 13
 PUBLIC LAND SURVEY SYSTEM: 1812 2ND SEC. 1 T4P 18R000N25E
 LATITUDE AND LONGITUDE: 43°47'59"N, 111°09'09"W
 AREA OF PARCEL: 60.00 ACRES
 PROPOSED ZONING: AGRICULTURAL/RURAL RESIDENTIAL 2.5
 APPLICABLE CODES: 429 AMRES LOT

PLANNING AND ZONING DIVISION
 TETON COUNTY COMPREHENSIVE PLAN: AUGUST 24, 2012
 TETON COUNTY ZONING ORDINANCE: SEPT 2011
 BUILDING CODES: 2018
 INTERNATIONAL BUILDING CODE (IBC): 2018
 INTERNATIONAL MECHANICAL CODE (IMC): 2018
 INTERNATIONAL ENERGY CONSERVATION CODE (IECC): 2018
 INTERNATIONAL FIRE CODE (IFC): 2018

AGRICULTURAL/RURAL RESIDENTIAL 2.5
 PURPOSE: THE PURPOSE OF THIS DISTRICT IS TO DESIGNATE AND PROVIDE OPPORTUNITY FOR DEVELOPMENT OF RESIDENTIAL LAND USES THAT ARE COMPATIBLE WITH THE AGRICULTURAL CHARACTER OF THE AREA.
 DESIGN REVIEW OVERLAY: WILDLIFE HABITAT
 OVERLAY ZONES: WETLANDS

ALLOWED USES
 PLANNED UNIT DEVELOPMENTS (PUD)
 SINGLE FAMILY RESIDENTIAL
 DOUBLE HOME, MOBILE HOME
 LOT SIZE REQUIREMENTS: PERMITTED
 MINIMUM LOT WIDTH: 25 ACRES
 BUILDING SETBACKS: BY MAX

BEAR YARD: 30 MIN.
TREES: 30 MIN.
STEAM CURB: 30 MIN.
REGULATION DITCH: 15 MIN.
BUILDING HEIGHT: BY MAX
BUILDINGS AND STRUCTURES: BY MAX
ACCESSORY BUILDINGS: 12' MINIMUM
CEAS: 12' MINIMUM
CEAS SETBACKS FOR AD ZONE: MEET SETBACKS FOR AD ZONE.

EUSTACHY-WYSONG, LLC
EUSTACHY-WYSONG RANCH
CONCEPT MASTER PLAN V2.5
Civilize, PLLC
 Management and Engineering

Stops 1.1% in 0.6 miles
 Average elevation 6024'

Eric Stoddard

From: Earle Giles <egiles@tetoncountyfire.com>
Sent: Monday, March 11, 2024 9:11 AM
To: Eric Stoddard
Subject: Re: Proposed Shared Fire Pond for Eustachy-Wysong Ranch

Eric,
I found no fire related issues or concerns with the shared use fire pond proposal. The fire pond shall be inspected and certified annually before construction begins. Thank you,

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: Eric Stoddard <estoddard@civilize.design>
Sent: Thursday, March 7, 2024 1:07 PM
To: Earle Giles <egiles@tetoncountyfire.com>
Subject: Proposed Shared Fire Pond for Eustachy-Wysong Ranch

Good Afternoon, Earle,

I have another fire pond proposal to discuss, but this one has some unique aspects. Previously, we proposed a fire pond for the Dorothy Gale Ranch Subdivision, and I received your approval via email at the beginning of August. Now, the proposed subdivision (Eustachy-Wysong Ranch) directly to the north is interested in sharing the Dorothy Gale Ranch Fire Pond. The Dorothy Gale Ranch Subdivision consists of 6 lots, while the Eustachy-Wysong Ranch Subdivision comprises 10 lots, both being relatively small developments. Access to the Dorothy Gale Ranch Subdivision is through the Eustachy-Wysong Ranch subdivision. I've attached the drawings for the original Dorothy Gale Ranch Fire Pond that received approval, along with a page illustrating the location of each subdivision. Please let me know if you require any additional information or have any questions.

Thanks,

Eric A. Stoddard

APPENDIX H
Natural Resources Analysis
Wildlife Habitat Assessment
Big Game Migration Corridor
Mitigation Plan

Natural Resources Analysis

Proposed Eustachy-Wysong Ranch Subdivision

4 March 2024



Prepared by:

Eric C. Miller, MS

Principal Earth Scientist

Jericho C. Whiting, PhD

Principal Wildlife Ecologist

Yellowstone Earth Science

2202 West 8200 South • Rexburg, ID • 83440
(208) 816-2881

Prepared for:
Mr. Brent "Husk" Crowther
Civilize, PLLC
Rexburg, Idaho



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Introduction

This document provides a Natural Resources Analysis (NRA) for Teton County Idaho parcel RP05N45E053100 located at 3769 W 4850 N Teton, ID (the Property). In this document, we describe existing conditions and assess potential impacts of the proposed residential subdivision to the natural resources on the Property. The Property is located within Township 5N, Range 45E, Section 5 in the US Public Lands Survey System.

The application to build a residential subdivision on the Property was submitted prior to August 2022. As a result, we assessed natural resources under the Teton County, Idaho, Zoning Ordinances Title 9 Division 9-3-2 (C-2-B), *Natural Resources Analysis* (Teton County, 2013b). The 60.0-acre Property owned by Eustachy-Wysong, LLC is adjacent to South Leigh Creek (Figure 1) and is approximately 1.6 miles south, south-west of the town of Teton, Idaho (Figure 2).

Most of the Property is located in the Big Game Migration Corridors and Seasonal Range overlay. Most of the western half of the Property is located in both the Priority Wetland Habitat-South Leigh Forested and Songbird/Raptor Breeding and Wintering Habitat overlays (Figure 3). Under Idaho Zoning Ordinances Title 9, most of the Property is zoned Agriculture/Rural Residential with a 2.5-acre minimum lot size (A/RR-2.5). Under the current zoning effective as of August 3, 2022, the Property is zoned LA-35, Lowland Agricultural 35-acre average density (Teton County, 2022a).

We conducted an initial site visit to the Property on November 4, 2023, to assess the overlap of the Property with the *Big Game Migration Corridors and Seasonal Range*, *Priority Wetland Habitat-South Leigh Forested*, and the *Songbird/Raptor Breeding and Wintering Habitat* overlays. In addition, the site visit on November 4, 2023, also documented site-specific habitat for indicator species that could occur on the Property.

We subsequently visited the Property on November 15, 2023, to complete an inventory of the existing conditions, finalize the wildlife habitat assessment (including mapping of vegetative cover), and to conduct a limited wetlands survey. This NRA was completed in accordance with Teton County Idaho Regulations outlined in division 8-5-2, *Overlay Regulations* (Teton County, 2013a) and Division 9-3-2 (C-2-B), *Natural Resources Analysis Standards* (Teton County, 2013b). Given that the Property is located within various wildlife habitat overlays, this NRA was completed in accordance with Division 9-3-2 (C-2-c-WH) to include a Wildlife Habitat Assessment, Impact Analysis and Mitigation Plan, Land Management Plan, and Design Review sections.

General Property Location and Description

The Eustachy-Wysong Property is located within the northern half of Township 5N, Range 45E, Section 5 in the US Public Lands Survey System. The 60-acre Property is located approximately

1.6 miles south, south-west of the town of Teton, Idaho, adjacent to South Leigh Creek. The Property is situated approximately 3.1 miles west of US Highway 33 and approximately 1.8 miles east, north-east of the closest point of the Teton River (near Cache Bridge, Figure 2). The Property is approximately 3,950 ft long (East/West) and 660 ft wide (North/South). A review of available aerial imagery indicated that the eastern 2/3 of the Property has been under pivot or wheel-line irrigation since the mid-1990s (Image 1). The western margin of the Property (~6 acres) intersects the emergent wetlands of South Leigh Creek. These western wetlands contain approximately 800 ft of South Leigh Creek. The hydroperiod associated with the South Leigh Creek wetland/riparian area is seasonal, snowpack dependent, and varies dramatically from year to year. The remaining acres between the agricultural land to the east and wetlands to the west are native shrub and grasslands, which appear to have been moderately degraded by invasive plants.

At present, one farmhouse/storage building lies on the native shrub and grasslands area of the Property (Image 2). The surrounding properties are comprised of agricultural fields and sparsely developed areas, and private land with single-family residential homes. Soils on the Property are predominantly Alpine-St. Anthony Complex (i.e., very-extremely gravelly loam) soils with 0 to 2% slopes. Existing slopes on the site range from 1 to 3%. The westernmost emergent wetlands on the Property lie in Zone A, which is defined as a Special Flood Hazard Area inundated by the 100-year flood with no base flood elevations determined.

Overlay Areas

WETLANDS & WATERWAYS OVERLAY

Title 8-2-1 defines the *Wetland and Waterways Overlay* as the following: 1) all wetland areas identified on the U.S. Fish and Wildlife National Wetland Inventory (NWI) maps; 2) all delineated wetlands verified by the U.S. Army Corps of Engineers (USACE); and (3) areas within 300 feet of the high-water mark of designated waterways. Approximately 6.06 acres of the Property is located in the *Wetlands and Waterways Overlay* as specified by NWI wetlands mapped on the western margin of the Property (Figure 4). That area is identified as PFO1A [Palustrine (P), Forested (FO), Broad-leaved Deciduous (1)] emergent wetland that is likely temporarily flooded. As noted previously, we visited the Property on November 15, 2023, which included the limited wetlands survey. Although we did not conduct a formal wetland delineation on that date, the general survey of soils and vegetation confirmed the NWI demarcation along the western portion of the Property. Teton County Land Development Code (LDC), adopted August 3, 2022, requires that development be separated by 100 feet from a NWI boundary unless a wetland delineation is approved by the USACE. If that approval is completed, a 50-ft setback is applied (division 5-4-2 Riparian Buffers; Teton County, 2022a).

Wildlife Habitat Overlay

Most of the Property is located within the *Big Game Migration Corridors and Seasonal Range* overlay (Table 1, Figure 3). Most of the western half of the Property is located in both the *Priority Wetland Habitat-South Leigh Forested* and *Songbird/Raptor Breeding and Wintering Habitat* overlays (Table 1, Figure 3). Teton County requires that property developments in

Wildlife Habitat Overlays avoid or minimize disturbance to wildlife habitat (Teton County, 2013a).

Table 1. Occurrence of Natural Resources Overlays (NRO) for the Proposed Eustachy-Wysong Ranch Subdivision.

Natural Resource Overlays	NRO Overlay on Property	NRO Overlay Within 1 Mile of Property
Priority Wetland Habitat – NWI	No	Yes
Priority Wetland Habitat – South Leigh Forested	Yes ¹	Yes ¹
Priority Wetland Habitat – Woods Creek Fen	No	No
Songbird/Raptor Breeding and Wintering Habitat	Yes	Yes
Sharp-tailed Grouse Breeding Habitat	No	No
Waterbird Breeding, Migration, Foraging and Wintering Habitat	No	No
Big Game Migration Corridors and Seasonal Range	Yes	Yes

¹PFO1A = Palustrine (P), Forested (FO), Broad-leaved Deciduous (1), Temporarily Flooded (A)

Floodplain Overlay

The westernmost emergent wetlands (~6.06 acre) of the Property lies within Zone A, which is defined as a Special Flood Hazard Area inundated by the 100-year flood with no base flood elevations determined (Figure 1). The emergent wetlands portion of the Property also falls within Teton County’s preliminary revised 100-year floodplain based on an updated Special Flood Hazard Area that will be revised according to the Teton County Interactive Floodplain Revision Map (FEMA Teton County, 2023). The Property is within the *Floodplain Overlay* as defined in Title 8-2-1 *Overlay Areas*. If a proposal is presented to develop in the floodplain, an Application for Permit to Develop in a Floodplain would be required (Teton County, 2013a).

Scenic Corridor Overlay

The Eustachy-Wysong Property is more than 3 miles from State Highway 33 to the east and approximately 1.2 miles from State Highway 33 at its closest point near the town of Tetonia (Figure 2). Visibility to the Property from any point on Highway 33 is highly unlikely. Therefore, the Property falls outside the *Scenic Corridor Overlay* as defined in Title 8-2-1 *Overlay Areas*.

Existing Conditions Inventory

We identified the existing conditions of the natural resources on the Property using aerial imagery (2019 USDA NAIP, 2019 Teton County), during several site visits in November 2023, and by reviewing other data (e.g., Idaho Department of Fish and Game’s website). We categorized

vegetative cover types based on Teton County's preferred vegetation classification system (Merigliano, 2009). Additional levels of cover types were in the broad categories defined by Merigliano (2009). Vegetative cover types we identified on the Property included disturbed areas (agricultural land, driveways, and buildings), grassland, riparian forest (including emergent wetlands), and surface water of South Leigh Creek (Table 2, Figure 5).

Table 2. Vegetative Cover Types for the Proposed Eustachy-Wysong Ranch Subdivision.

Vegetative Cover Types	Dominant Species ¹	Area (ac)	Percent
Disturbed (Agricultural) Land	NA	38.51	64.2
Sagebrush Steppe (grassland)	<i>Bromus inermis</i> , <i>Phleum pratense</i> , <i>Koeleria macrantha</i>	13.01	21
Forested Wetland (emergent wetland) ²	<i>Populus angustifolia</i>	6.76	11.3
Forested Wetland (forested riparian)	<i>P. angustifolia</i>	1.69	2.8
Surface water	NA	0.03	< 1
Total		60.00	100

¹Other species encountered included California oatgrass (*Danthonia californica*), sagewort (*Artemisia ludoviciana*), musk thistle (*Carduus nutans*), fowl bluegrass (*Poa palustris*), low sagebrush (*A. arbuscula* Nutt), and green rabbitbrush (*Chrysothamnus viscidiflorus*).

²Subarea of forested riparian area formally delineated in the NWI as PFO1A = Palustrine (P), Forested (FO), Broad-leaved Deciduous (1), Temporarily Flooded (A).

We documented that 38.51 acres of the 60.0-acre Property consisted of disturbed lands with the overwhelming majority as irrigated agricultural lands and the remainder was disturbed land with an unpaved road and one storage building (Images Image 1 and Image 2). Aerial imagery indicated the likely production of hay/pasture grass through pivot irrigation and more recently grain production through either hand or wheel lines. Such areas and cover types are high priority areas for development and are considered low wildlife habitat quality for Teton County indicator species. In the western portion of the Property there are approximately 8.45 acres of riparian forest land, which intersects the floodplain of South Leigh Creek. Approximately 1.69 acres of that land area was delineated was NWI of which approximately 0.03 acres consisting of the stream channel of South Leigh Creek, which transects approximately 800 feet of the Property. The approximately 8.65 acres of riparian forest and emergent wetlands will hereafter generally be discussed as riparian forest/emergent wetlands. Between the agricultural land to the east and the riparian forest to the west, we considered approximately 13.01 acres of grassland to be moderately degraded based on the occurrence of invasive species including musk thistle.

Wetland hydrology of the Property is supported primarily by seasonal flows in South Leigh Creek. Although we did not conduct a formal wetland delineation, our general survey of soils and vegetation confirmed the NWI demarcation along the western margin of the Property (Figure 4).

Other existing conditions as required by Title 9, Division 9-3-2 (C-2-b-i) *Existing Conditions Inventory* were as follows:

- The westernmost emergent wetlands portion of the Property lies within Zone A, which is defined as a Special Flood Hazard Area inundated by the 100-year flood with no base flood elevations determined. That designation may or may not change given future scheduled updates of local floodplain maps by the Federal Emergency Management Agency.
- The riparian forest/emergent wetlands on the Property occur in Class 3 – High Liquefaction Susceptibility, based on potential for saturation and presence of cohesionless sediments. The remaining western half of the Property is classified as Intermediate Liquefaction Susceptibility. The eastern half of the Property consists of grassland and agricultural land classified as Low Liquefaction Susceptibility (Phillips, 2011).
- All of the Property is located in the Wildland-Urban Interface. We made that determination based on the 2015 Map for Teton County, Idaho, from the 2016 Teton County Idaho Wildfire Protection Plan (Teton County, 2016). That 2016 plan did not designate “high” or “extreme” wildfire danger on the Property.
- No ridges or rock outcroppings occur on the Property.

Wildlife Habitat Assessment

We used the 2023 Teton County Natural Resource overlay map to assess the overlap of the Property with mapped natural resources (Teton County, 2024). Based on that assessment, the Property overlaps with the following indicator habitats that are a part of the riparian forest/emergent wetlands along South Leigh Creek that extends from the Wyoming border to the Teton River (Figure 2):

- The Property overlaps approximately 95% with the *Teton County Big Game Migration Corridors and Seasonal Range* overlay (Figure 3). The Property, however, does not overlap with the migration routes of elk or mule deer, or the high winter-use and general winter-use areas for elk or mule deer (IDFG, 2022). Indeed, the Property is more than 2.2 miles away from the migration routes of elk and mule deer (IDFG, 2022) and about 1.2 miles from the closest high winter-use and general winter-use areas for elk or mule deer (IDFG, 2022).
- The western portion of the Property overlaps approximately 50% with the *Priority Wetland Habitat-South Leigh Forested* overlay (Figure 3).
- The western portion of the Property also overlaps approximately 50% with the *Songbird/Raptor Breeding and Wintering Habitat* overlay (Figure 3).

The Property does not overlap with the Priority Wetland Habitat-NWI; Sharp-tailed Grouse Breeding Habitat; or the Waterbird Breeding, Migration, Foraging, and Wintering Habitat overlays (Table 1). Although some areas of South Leigh Creek may be habitat for Yellowstone cutthroat trout in spring (IDFG, 2022), during our site visit in November there was no water in that creek (Image 3). Additionally, although a grizzly bear/human interaction was recorded about 1.3 miles northeast of the Property along South Leigh Creek sometime between 1992 to 2021 (IDFG, 2022), the Property does not intersect with the mapped Demographic Monitoring Area for the Yellowstone Grizzly Bear (IDFG, 2022). Indeed, that boundary is 5.6 miles to the northeast of the Property. South Leigh Creek, however, may provide a movement corridor for grizzly bears (IDFG, 2022).

We used the Idaho Department of Fish and Game's website that documents the distribution of species based on breeding, migratory, summer, and year-round habitat in Idaho (<https://idfg.idaho.gov/species/taxa>); the document entitled *A Summary of Fish and Wildlife Resources in Teton County, Idaho* (IDFG, 2022); as well as the Idaho State Wildlife Action Plan, 2023 (IDFG, 2023) to document the potential occurrence of indicator species on the Property. From that website and those documents, we identified the following indicator species that could occur on the Property:

- Bald eagle (Year-round habitat)
- Moose (Year-round habitat)
- Trumpeter swan (Year-round habitat)
- Greater sandhill crane (Breeding habitat)
- Long-billed curlew (Breeding habitat)

We visited the Property on November 4, 2023, to assess the overlap of the Property with the Teton County Big Game Migration Corridors and Seasonal Range, Priority Wetland Habitat-South Leigh Forested, and Songbird/Raptor Breeding and Wintering Habitat overlays, as well as to document site-specific habitat for indicator species that could occur on the Property. On the day of our survey there was 90% cloud cover and no snow on the ground. We spent 20 minutes driving around the Property and 40 minutes walking around the Property. The Property is surrounded by scattered residential housing and cultivated fields. The middle and eastern 2/3 of the Property were in active cultivation with wheel lines and what appeared to be harvested crops; therefore, we did not walk in that area (Image 1). Furthermore, the adjacent properties directly north and south of the middle and eastern 2/3 of the Property were also cultivated. The Property and those areas have been actively cultivated since 2019, and the middle portion of the Property has been cultivated at least since 2008. There were also electrical boxes on the north side of this portion of the Property along the dirt road. During our visit, we also observed 3 large domestic dogs on neighboring properties that were free roaming.

The disturbed agricultural and grassland areas most likely do not provide habitat for moose, trumpeter swans, and greater sandhill cranes, because of the limited availability of suitable cover, lack of standing water, roads, residential structures, and the presence of large dogs. The cultivated area and grassland could provide some seasonal habitat for nesting songbirds, nesting and brood-rearing habitat for long-billed curlew, and potential foraging areas for eagles and other raptors (Figure 5). The usefulness of that area would be minimized for those wildlife species because of semi-fragmented, unsuitable habitat; the farmhouse; and large, unleashed dogs in the area.

We walked a 0.7 mile transect on the western 1/3 of the Property (Figure 5). We started that transect by the farmhouse (Image 2), traveled in a southwest direction along a two-track road to the fence on the south side of the Property. The grassland area of the Property consisted of dirt roads, cheat grass and other invasive plant species, a farmhouse, a corral, an old piece of farm equipment, and fence material (Figure 5). We then walked west along the south fence into the riparian area to the fence on the west side of the Property (Figure 5). We then traveled north in the dry riverbed through the riparian area to the fence on the north side of the Property

(Image 3). We finished the transect by walking east back to the farmhouse. While walking the last portion of the transect, Jericho was chased by a large, free-roaming dog back to his vehicle.

While walking that transect, we observed a nest box for kestrels or other birds that was attached to the south fence of the Property southwest of the farmhouse. We observed signs of birds using that nest box. We also observed a red-tailed hawk in the riparian area that flew 0.19 miles to a large tree in the neighboring property to the south of the Property. While walking in the riparian forest/emergent wetlands, we also observed a non-active nest of a raptor or raven and one pile of what appeared to be white-tailed deer feces. During our visit, we observed no other signs of wildlife. The riparian habitat appeared to be in good condition with dense undergrowth and numerous felled logs, snags, and with limited trails or paths (Image 3).

Although the Teton County Big Game Migration Corridors and Seasonal Range, Priority Wetland Habitat-South Leigh Forested, and the Songbird/Raptor Breeding and Wintering Habitat overlays overlap the Property, the best habitat that would be used by wildlife would include the approximately 14% (i.e., 8.65 acres) of the western portion of the Property that intersects with South Leigh Creek and its associated riparian forest/emergent wetlands (Figure 5). The indicator species that would most likely use that area are bald eagles and other raptors (e.g., great gray owls) during winter along the riparian corridor (IDFG, 2022). Songbirds would use habitat that occurs on the Property, especially the western 1/3 of the Property during breeding and migration (IDFG, 2022), and long-billed curlews during breeding and brood rearing also could occur on the western portion of the Property. Moose, and possibly elk or mule deer, could move through the riparian forest/emergent wetlands corridor on the western portion of the Property (IDFG, 2022)—as this area is connected to a larger corridor of South Leigh Creek on the northeast and southwest sides of the Property. That riparian/emergent wetlands area could also be used as year-round habitat for moose. The area of the Property that intersects with South Leigh Creek and its associated riparian habitat is likely not suitable year-round habitat for trumpeter swans or greater sandhill cranes, because of the high density of cottonwood trees and undergrowth (IDFG, 2022). Yellowstone cutthroat trout may use South Leigh Creek in spring during high-water flow. Grizzly bears may rarely move through the riparian forest/emergent wetlands and the larger corridor of South Leigh Creek on the northeast and southwest sides of the Property.

Impact Analysis & Mitigation Plan

The proposed residential subdivision divides the Property into 10 buildable lots with one access road from W5000N terminating in a cul-de-sac (Figure 3). Lots 1-8 range in size from 4.84 to 5.29 acres and are oriented north to south (Figure 3). Those lots are in disturbed agricultural lands and do not contain protected natural resources. Land use south of the Property consists of disturbed agricultural lands and several single-family dwellings. As indicated above, given the previously disturbed condition of the smaller lots 1-8 of the Property, a fence along the southern border of the Property, the presence of free-roaming dogs in the area, and the distance to undisturbed riparian/wetlands, building on these lots would not significantly affect the value of this area as wildlife habitat despite the mapping of the *Wildlife Habitat Overlay* with

the presence of the *Big Game Migration Corridors and Seasonal Range*, *Priority Wetland Habitat-South Leigh Forested*, and *Songbird/Raptor Breeding and Wintering Habitat* overlays.

Lots 9 and 10 are 9.90 acres, are oriented east to west, and occur on the western margin of the Property, which borders the riparian/emergent wetlands of South Leigh Creek (Figure 3).

The western margins of those two larger lots intersect riparian/emergent wetlands by approximately 25% for lot 9 and 50% for lot 10 (Figure 3). The remaining portions of lots 9 & 10 are located in moderately degraded grasslands with a farmhouse, a corral, an old piece of farm equipment, and fence material as described previously (Image 2). Building envelopes for lots 9 & 10 are outside of the riparian/emergent wetlands with the building envelope of lot 9 more than 100 ft from the defined NWI demarcation. However, the building envelope for lot 10 does appear to be less than 100 ft from the defined NWI demarcation. Those NWI demarcations were accurate in the vicinity of the building envelopes for lots 9 & 10 during the November 2023 wetlands survey. We recommend that the building envelope for lot 10 be reduced in size and shifted east in order to ensure that a minimum of 100 ft buffer occurs separating the margin of the building envelope and the currently mapped NWI demarcation.

Assuming building envelopes for lots 9 & 10 are maintained a minimum of 100 ft from the NWI demarcation, the presence of buildings on the grasslands portion of lot 9 & 10 would not significantly affect the value of that area as wildlife habitat despite the mapping of the *Wildlife Habitat Overlay* with the presence of the *Big Game Migration Corridors and Seasonal Range*, *Priority Wetland Habitat-South Leigh Forested*, and *Songbird/Raptor Breeding and Wintering Habitat* overlays. That area does provide some minimal habitat, but as indicated above, that area consists of dirt roads, cheat grass and other invasive plant species, a farmhouse, a corral, an old piece of farm equipment, and fence material. These building envelopes ensure that development will comply with current LDC regulations, and that construction activities will have minimal impacts on Teton County indicator wildlife species.

Although the proposed subdivision and building envelopes are designed to minimize impacts to wildlife species and habitat by preserving wetlands and habitat connectivity, Teton County indicator wildlife species will likely continue to use the riparian/emergent wetland habitat in the western portion of proposed subdivision (Figure 5). Consequently, we recommend that lot owners use wildlife friendly fencing in that area to allow for that movement, especially for the rare potential movement of grizzly bears. If livestock are allowed on the lots, we recommend those animals be managed to minimize contact with wild ungulates and carnivores and that domestic pets not be allowed to roam free. Furthermore, as there is a robust stand of cottonwood trees, dense undergrowth, and numerous felled logs and snags in the riparian/emergent wetland habitat in the western portion of proposed subdivision (Figure 5), we recommend that those habitat features remain with little change. Also, we recommend that there be limited trails, paths, and no dams on South Leigh Creek in that area. Doing so will conserve habitat for indicator wildlife species, especially Yellowstone cutthroat trout (IDFG, 2022), as well as other wildlife (e.g., several species of bats) that are species of greatest

conservation and information need in Idaho (IDFG, 2023). Additional measures for minimizing impacts to indicator wildlife species are outlined below in the Land Management Plan.

Land Management Plan

The subdivision Covenants, Conditions, and Restrictions (CC&Rs) for the Eustachy-Wysong Ranch Subdivision will help establish land management standards and designate responsibility of implementation and maintenance of wildlife habitat to individual landowners or the Homeowner's Association (HOA). Funds for land management will be maintained by individual landowners or by the HOA through the collection of fees. Below, are the Management provisions to be addressed in the proposed subdivision CC&Rs:

Open Space Management—According to state laws, lot owners will be responsible to control for state-listed noxious weeds. Those owners will keep the occurrence of weeds to a minimum on their lots. Pesticides should not be used in western margins of the Property (approximately 25% of lot 9 and 50% of lot 10) in the riparian forest/emergent wetlands. In addition to controlling noxious weeds, lot owners will ensure that ornamental plants selected for landscaping are not toxic, especially ensuring that ornamental yews, including Japanese yew (*Taxus cuspidata*), European or English yew (*T. baccata*), Chinese yew (*T. chinensis*), and their hybrids, not be planted on any portion of the Property. We recommend that the existing bird nest box be retained on the fence to the southwest of the Property. We recommend residents plant native trees and shrubs on their property to provide habitat for wildlife.

Lighting—We recommend that outdoor lighting be downcast (Teton County, 2022a). We encourage residents to use motion-detector lights (Teton County, 2022a).

Pet Control—As indicated above, we observed free-roaming dogs in areas surrounding the Property. Pet dogs and cats can have negative effects on wildlife (Hughes and Macdonald, 2013); cats can be especially detrimental to birds (Loss et al., 2013). We recommend that dogs be kept in a confined area near the resident's home to limit negative interactions with wildlife. We recommend that residents keep cats inside their homes, especially for lots 9 & 10 near the riparian forest/emergent wetlands.

Bear Attractants—Grizzly bears occur in Teton Valley and the surrounding mountains (IDFG, 2022). We recommend where outdoor food storage is required that unnatural attractants to bears be minimized. Such attractants include treatment or removal of livestock carcasses and proper storage of human foods, garbage, and dog food to minimize human-bear interactions and bear habituation.

Storm Water Pollution Prevention Plan—It is assumed that an approved Storm Water Pollution Prevention Plan will be developed and approved for construction for subdivision infrastructure and for individual lot development. This plan should include specific provision to ensure that preventative measures are included to prevent stormwater sediments from being transported from construction areas and materials to South Leigh Creek, which will benefit Yellowstone cutthroat trout (IDFG, 2022).

Design Review

The Eustachy-Wysong Ranch Subdivision (Parcel RP05N45E053100) located at 3769 W 4850 N Tetonia, ID, has lands included in the *Wetlands & Waterways Overlay* and *Wildlife Habitat Overlays* as defined in Titles 8 and 9. The subdivision includes 10 lots. Those lots were designed according to zoning requirements, and lot building envelopes were designated to ensure that development is located mostly outside of Natural Resources Overlays. The proposed road easements border the agricultural fields and will avoid all wetland and habitat areas, as well as South Leigh Creek. The proposed development will comply with Teton County Title 8 and 9 regulations as follows:

Building Envelopes—Because building envelopes in lots 1-9 are away from high-quality wildlife habitat and outside of the 100 ft riparian setback from the NWI boundary as required in Division 5-4-2 of the new Teton County LDC, habitat fragmentation will be avoided. We recommend that the building envelope for lot 10 be reduced in size and shifted east in order to ensure that a minimum of 100 ft buffer occurs separating the margin of the building envelope and the currently mapped NWI demarcation.

Fencing—As indicated above, all fences on the Property will be designed to minimize effects on indicator species and habitat connectivity, particularly on the western portion of the Property in the riparian forest/emergent wetlands. Guidelines for the construction of fences will follow Teton County Idaho Zoning Ordinance, Title 9 Division 9-3-2 (C-2-c-WH-vi-b) (Teton County, 2013b). If livestock are allowed on building lots, we recommend fences to contain livestock be built adjacent to buildings. Livestock will not be allowed in the wetland habitat on the western portion of the Property.

Vegetation Impacts—Effects on habitat used by indicator species will be avoided by not building or removing habitat in the western margins of two larger lots that intersect riparian/emergent wetlands by approximately 25% of lot 9 and 50% of lot 10 (Figure 5).

Utilities—All service utilities will be underground.

References

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- Loss, S., Will, T. and Marra, P. 2013. The impact of free-ranging domestic cats on wildlife of the United States. *Nature Communications* 4:1396. <https://doi.org/10.1038/ncomms2380>.

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- Teton County. 2022a. Teton County Land Development Code: Final Adopted LDC Document. Teton County, ID.
- Teton County. 2024. Teton County Natural Resources Overlay. Accessed on February 24, 2024 at <https://experience.arcgis.com/experience/573df20b70e546ecaf1546912514cf72>.
- FEMA, Teton County 2023 accessed at <https://experience.arcgis.com/experience/e0a933224a5c4c0387d055c0c942cbec/page/Draft-Floodplains/>

Figures

Figure 1.

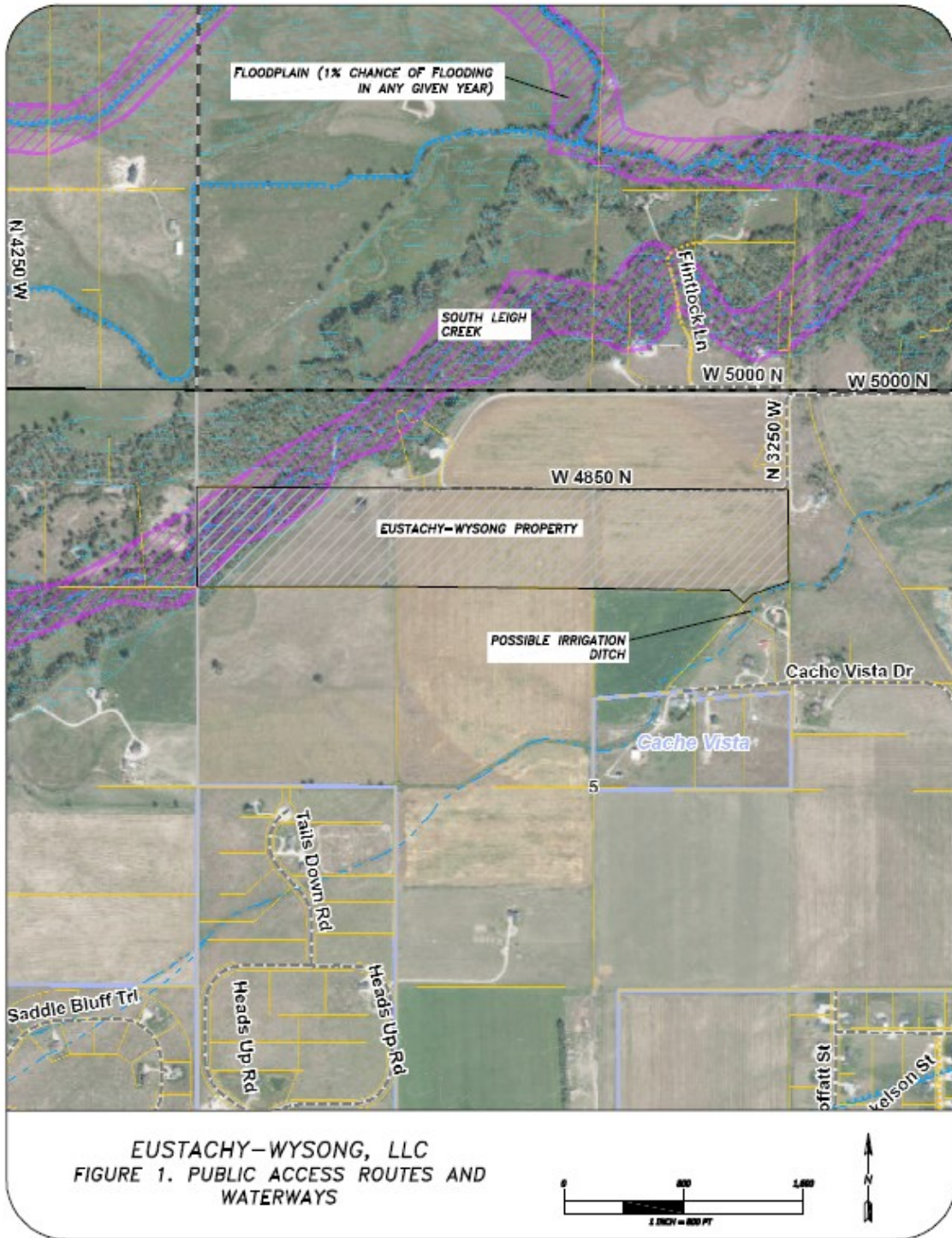


Figure 2.

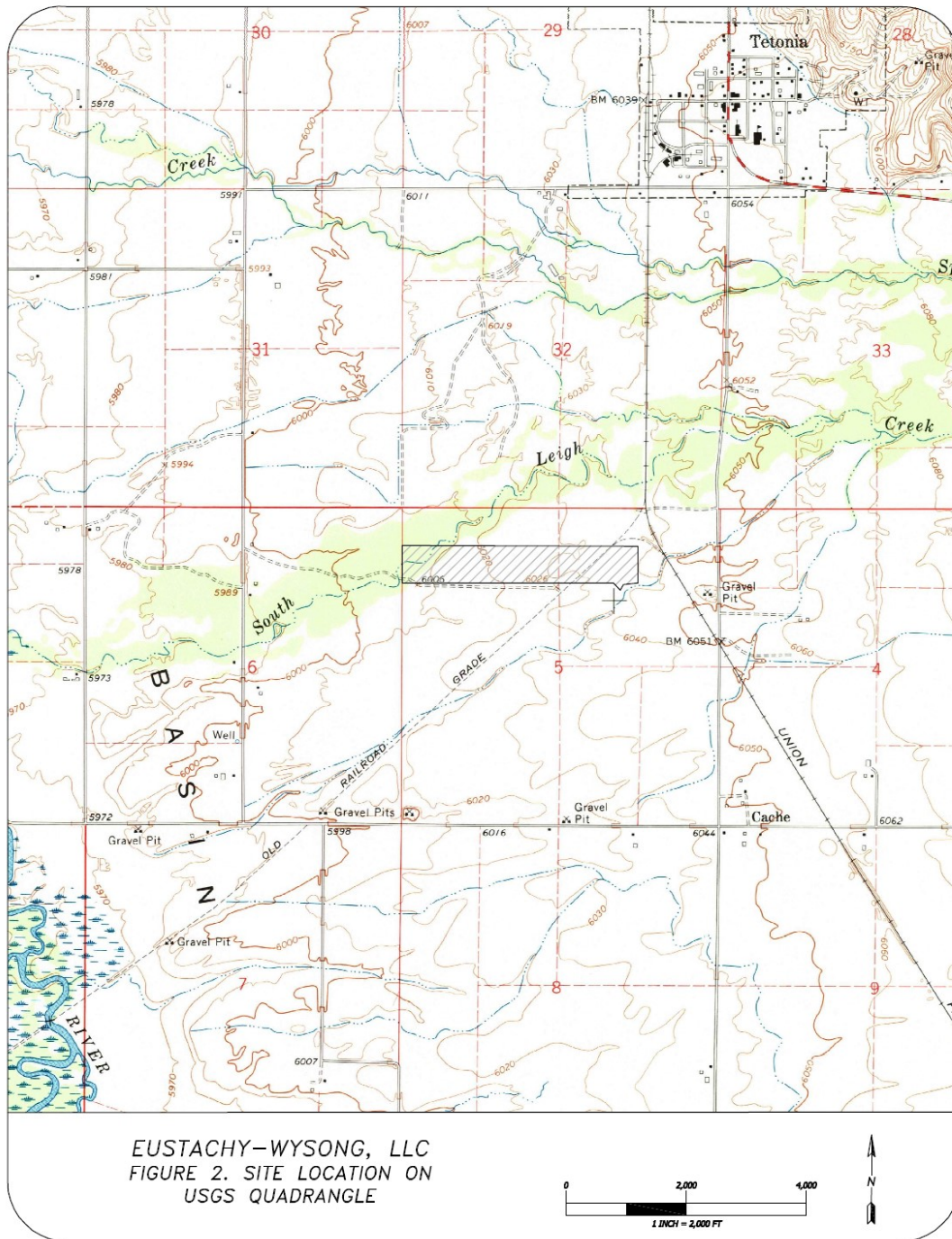


Figure 3. Subdivision Layout with Natural Resource Overlays for the Proposed Eustachy-Wysong Ranch Subdivision.

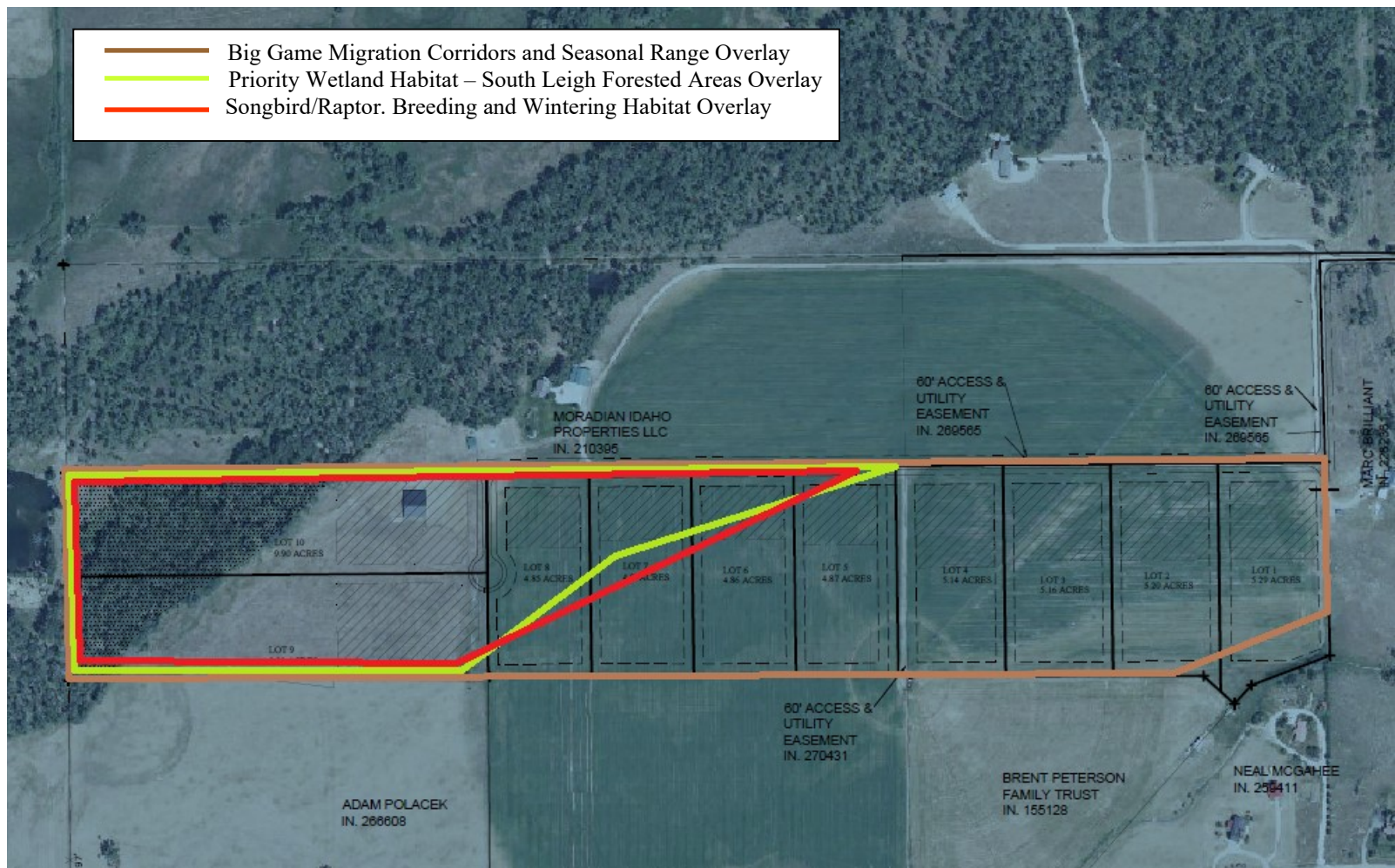


Figure 4. US Fish and Wildlife Service wetland map of the Property and surrounding area.

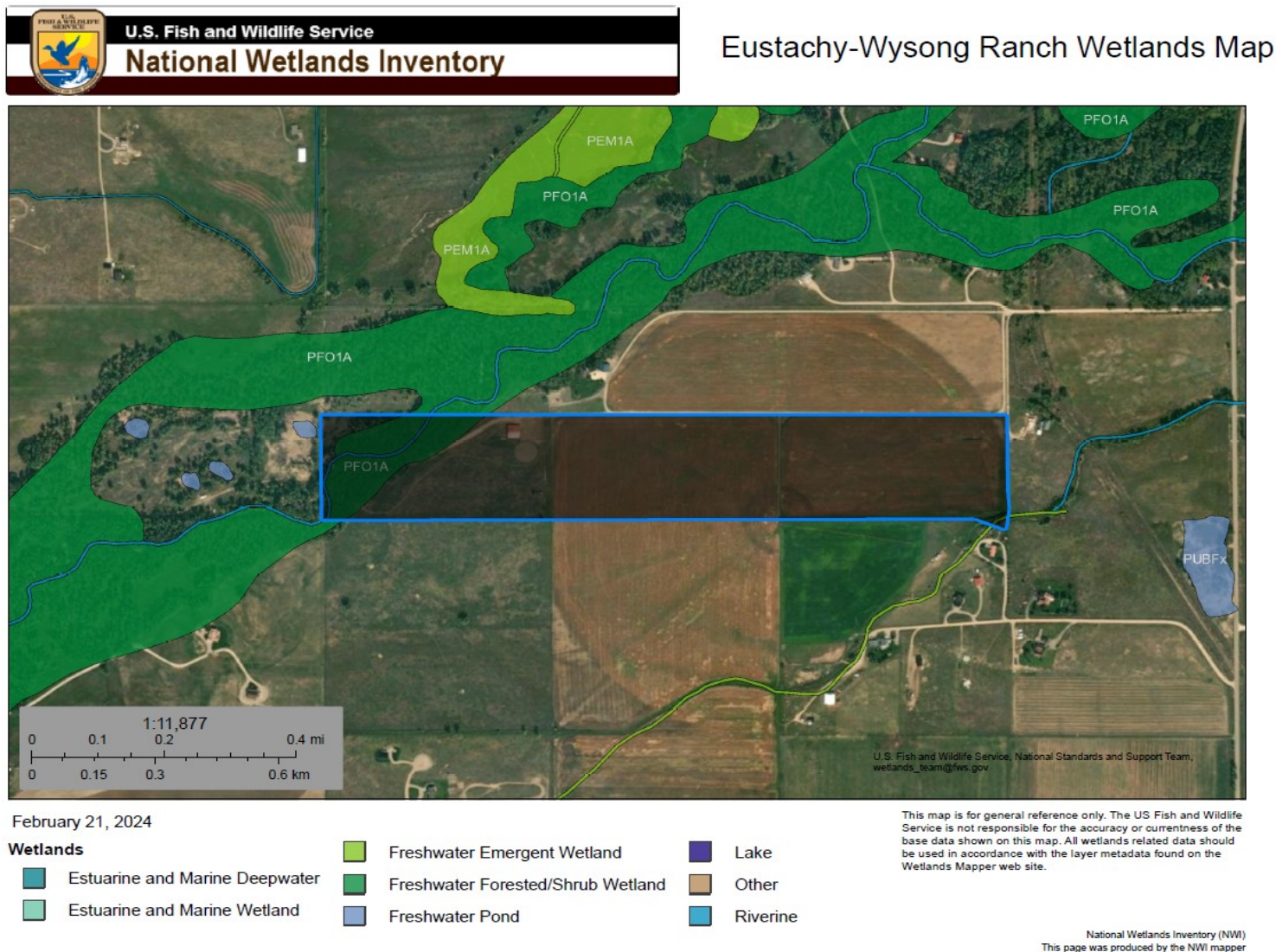
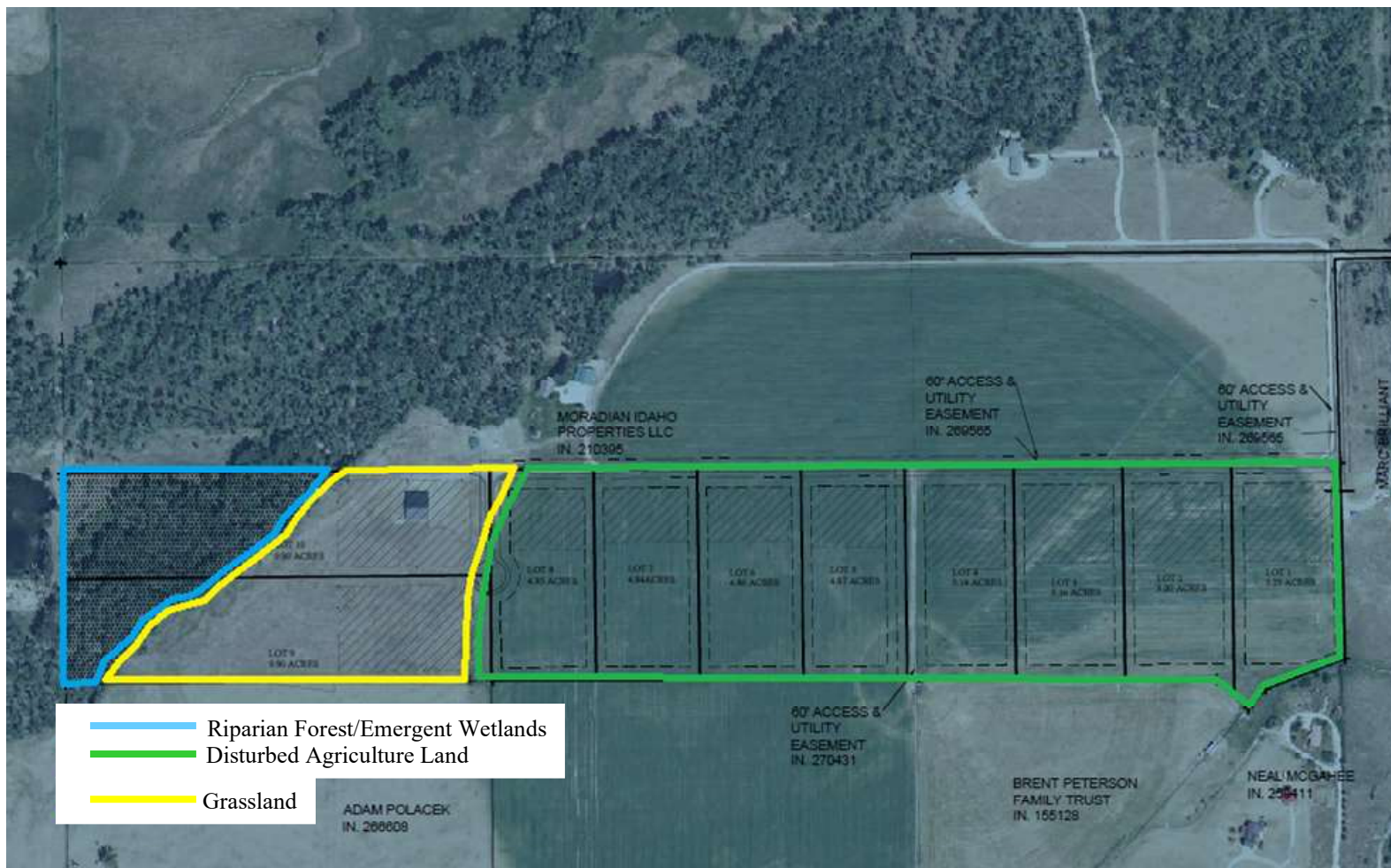


Figure 5. Subdivision Layout with vegetation descriptions for the Proposed Eustachy-Wysong Ranch Subdivision.



Images

Image 1. Cultivated field of the Proposed Eustachy-Wysong Ranch Subdivision looking east. Photograph was taken on 4 November 2023.



Image 2. Farmhouse/shop on the western side of the Eustachy-Wysong Ranch property.
Photograph was taken on 4 November 2023.



Image 3. The dry riverbed channel and the riparian/emergent wetland area on the west side of the Eustachy-Wysong Ranch property. Photograph was taken on 4 November 2023.



APPENDIX I

Survey Preliminary Plat

**PRELIMINARY PLAT
EUSTACHY-WYSONG RANCH**

BEING PART OF THE NW¹/₄, SECTION 5, TWP. 5 N, RANGE 45 E, B.M.
TETON COUNTY, IDAHO

NOTES:

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

BOUNDARY DESCRIPTION

SITUATED IN THE STATE OF IDAHO, COUNTY OF TETON, BEING PART OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 45 EAST, OF B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5;

THENCE SOUTH 00°33'40" EAST, A DISTANCE OF 651.63 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°31'39" EAST, A DISTANCE OF 3,954.27 FEET TO A POINT;

THENCE SOUTH 01°27'10" EAST, A DISTANCE OF 608.03 FEET TO A POINT;

THENCE SOUTH 69°25'34" WEST, A DISTANCE OF 263.46 FEET TO A POINT;

THENCE SOUTH 42°11'19" WEST, A DISTANCE OF 80.00 FEET TO A POINT;

THENCE NORTH 47°47'08" WEST, A DISTANCE OF 130.73 FEET TO A POINT;

THENCE SOUTH 89°55'52" WEST, A DISTANCE OF 929.20 FEET TO A POINT;

THENCE SOUTH 89°55'45" WEST, A DISTANCE OF 1,318.44 FEET TO A POINT;

THENCE SOUTH 89°26'23" WEST, A DISTANCE OF 1,318.36 FEET TO A POINT;

THENCE NORTH 00°33'40" WEST, A DISTANCE OF 654.91 FEET TO THE POINT OF BEGINNING, CONTAINING 60.01 ACRES OF LAND, MORE OR LESS.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, IS THE OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAVE CAUSED THE SAME TO BE PLATTED INTO BLOCKS, AND LOTS TO BE HEREAFTER KNOWN AS EUSTACHY-WYSONG RANCH, TETON COUNTY, IDAHO, THE EASEMENTS SHOWN HEREON ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHT TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES OR FOR ANY OTHER USE DESIGNATED ON THE PLAT. THE LANDS INCLUDED WITHIN THIS PLAT WILL BE IRRIGATED IN COMPLIANCE WITH TETON COUNTY POLICY, WATER AND/OR CANAL COMPANY REGULATIONS AND IN ACCORDANCE WITH IDAHO CODE 31-3805. WE ALSO CERTIFY THAT THE LOTS SHOWN ON THIS PLAT WILL BE SERVED BY INDIVIDUAL WELLS.

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

EUSTACHY-WYSONG RANCH

_____ - MEMBER

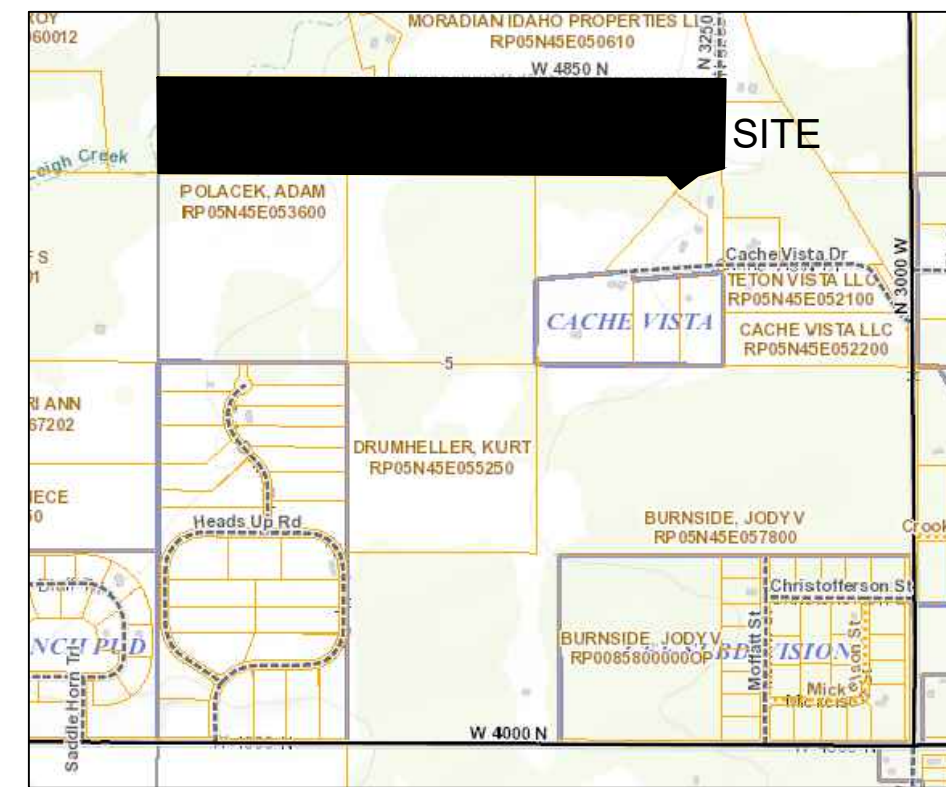
ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

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

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

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



LOCATION MAP

EXAMINING SURVEYOR'S CERTIFICATE

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

TETON COUNTY REVIEW SURVEYOR DATE

HEALTH DEPARTMENT CERTIFICATE

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

EASTERN IDAHO PUBLIC HEALTH

ENVIRONMENTAL HEALTH SPECIALIST DATE

TREASURER'S AND ASSESSOR'S CERTIFICATE

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

TETON COUNTY TREASURER DATE TETON COUNTY ASSESSOR

COUNTY COMMISSIONERS APPROVAL

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

CHAIRMAN, COUNTY COMMISSIONERS DATE

PLANNING AND ZONING CERTIFICATE

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

ADMINISTRATOR, PLANNING AND ZONING DATE

COUNTY FIRE MARSHAL

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

TETON COUNTY FIRE MARSHAL DATE

FLOOD ZONE NOTICE

THIS SUBDIVISION FALLS OUTSIDE THE 100 YEAR FLOOD PLANE AS PER FIRM MAP NO. 16081C 0100C, EFFECTIVE DATE 8-4-1988.

REFERENCES:

- AW ENGINEERING ROS IN. 238813
- AW ENGINEERING ROS IN. 263416
- CACHE VISTA IN. 120090
- SILVER DOLLAR RANCH IN. 196953

NARRATIVE:

WE WERE HIRED BY CIVILIZE DESIGN TO PREPARE A 10 LOT SUBDIVISION. MULTIPLE GAPS AND OVERLAPS EXIST BETWEEN THE DEEDS AND SURVEYS. THE SOUTH LINE WE HELD THE CENTER ¹/₄ FOUND AND THE NE COR ¹/₄ OF SILVER DOLLAR RANCH. THE WEST LINE WE HELD THE PINS FOUND IN INSTRUMENT NO. 263416 AFTER DISCUSSING WITH HARMONY DESIGN GROUP WHO ARE DOING THE SUBDIVISION TO THE SOUTHWEST. THE NORTH LINE AND SOUTH LINE WE HELD THE LINE DESCRIBED IN INSTRUMENT NO. 269565.

RECORDER'S CERTIFICATE

SURVEYOR'S CERTIFICATE

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



PRELIMINARY PLAT - EUSTACHY-WYSONG RANCH

PART OF NW¹/₄, SECTION 5, TWP. 5 N, R 45 E, B.M.
TETON COUNTY, IDAHO

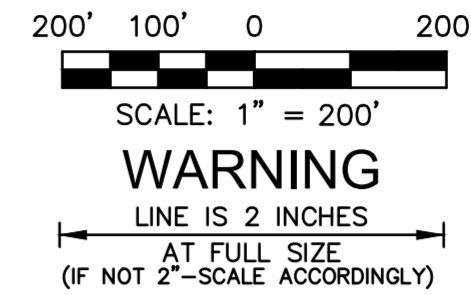
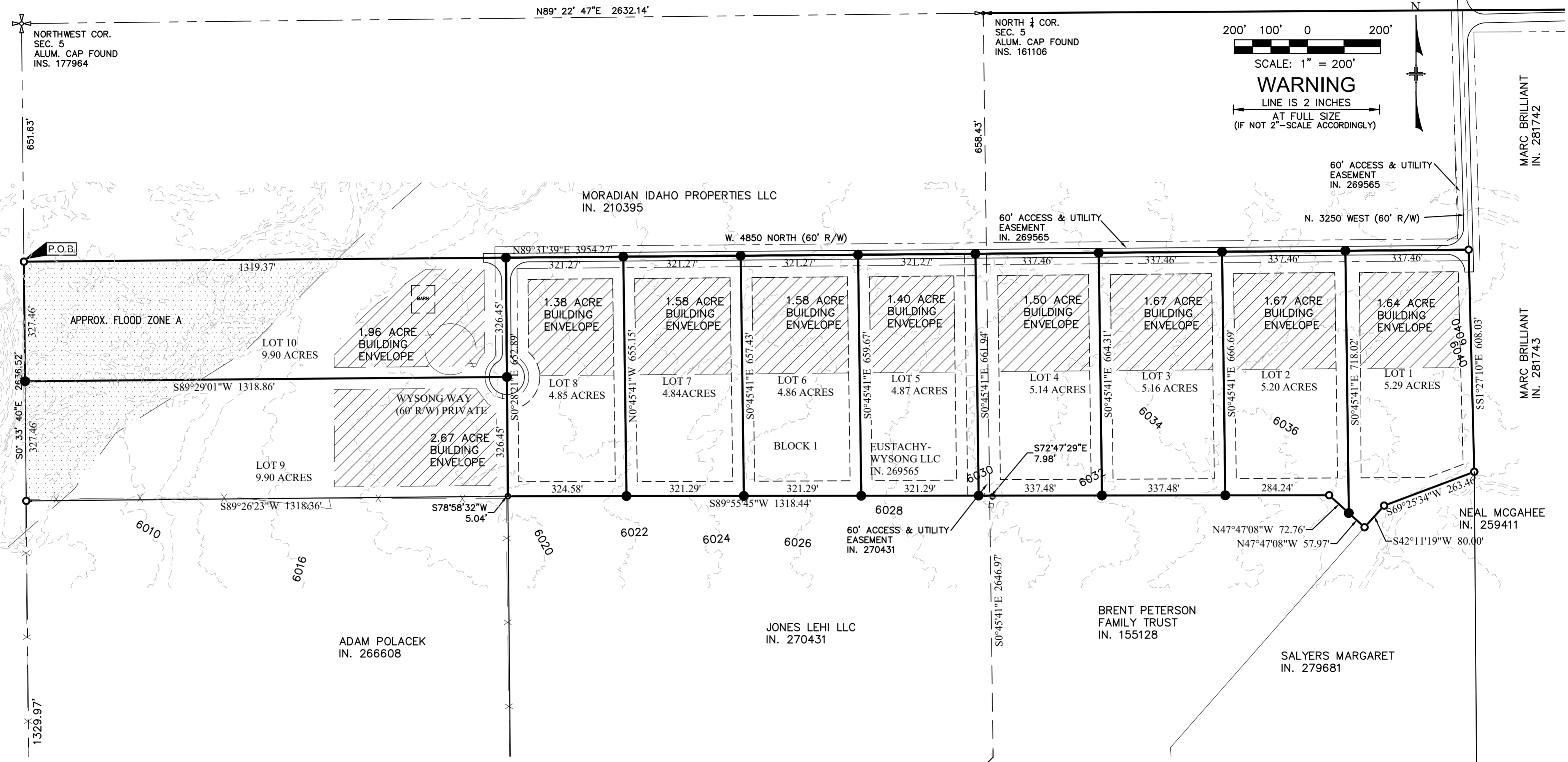
TETON VIEW SURVEYING

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

Reviewed By: JMR
Project No.: 22-086
Date: 3/13/2024
Sheet No.: 1 OF 1

PRELIMINARY PLAT EUSTACHY-WYSONG RANCH

BEING PART OF THE NW¹/₄, SECTION 5, TWP. 5 N, RANGE 45 E, B.M.
TETON COUNTY, IDAHO



BUILDING SETBACKS

FRONT YARD	30'
REAR YARD	40'
SIDE YARD	30'
TETON RIVER.....	100'
STREAM, CREEK	50'
IRRIGATION DITCH	15'

OVERLAYS

BIG GAME MIGRATION CORRIDORS AND SEASONAL RANGE

PRIORITY WETLAND HABITAT-SOUTH LEIGH FORESTED

LEGEND

	CENTER 1/4 CORNER FOUND
	REBAR WITH AN ALUMINUM CAP FOUND "AW ENG 2860"
	REBAR WITH NO CAP FOUND
	SET 5/8" X 24" REBAR WITH A PLASTIC CAP STAMPED "PLS 13856"
	CONTROLLING SECTION CORNER FND. (AS NOTED)
	QUARTER SECTION CORNER FND. (AS NOTED)
	FENCE
	SECTION LINE
	NEW PROPERTY LINE
	EASEMENT
	RIGHT OF WAY
	SETBACK
	CENTERLINE
	BUILDING ENVELOPE
	APPROX. FLOOD ZONE A

SURVEYOR'S CERTIFICATE

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



PRELIMINARY PLAT - EUSTACHY-WYSONG RANCH
PART OF NW¹/₄, SECTION 5, TWP. 5 N, R 45 E, B.M.
TETON COUNTY, IDAHO

TETON VIEW SURVEYING

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

Project No.: 22-036
Date: 3/13/2024
Sheet No.: 1 OF 1
Reviewed By: JMR

APPENDIX J

Engineering Improvement Drawings for Preliminary Plat

PROVIDED SEPARATELY DUE TO SIZE

APPENDIX K

Access Deeds and Letter

July 5, 2023

Teton County Planning & Zoning Commission
150 Courthouse Dr # 107
Driggs, ID 83422
pz@co.teton.id.us

RE: Eustachy-Wysong, LLC - [PERMIT NAME]

Dear Commissioners,

My name is W. Forrest Fischer, and I am an attorney with Moulton Law Office in Driggs. Eustachy-Wysong, LLC, retained this firm and asked that we communicate with you concerning its pending subdivision application for parcel number RP05N45E053100 (the "Property"). Specifically, our client requested that we write you concerning its subdivision application and access to its Property.

Getting right to the point, the Idaho Supreme Court has expressly held that a county "Board has **no authority to adjudicate easements.**" *Hawkins v. Bonneville Cnty. Bd. of Comm'rs*, 151 Idaho 228, 234, 254 P.3d 1224, 1230 (2011) (emphasis added). Stated another way, neither you nor the County Commissioners have the authority to determine the legal sufficiency of the easements providing access to the Property. That said, the County may approve the land use application contingent upon judicial resolution of an access issue, but only if "access to the land is **not certain.**" *Shinn v. Bd. of Cnty. (In re Variance ZV2011-2)*, 156 Idaho 491, 496, 328 P.3d 471, 476 (2014) (emphasis added). However, the County cannot refuse or otherwise table a subdivision application for an issue wholly related to the legality of access, as has been done here.

Here, there is no question that the Property has access from W 3000 N. Numerous recorded documents going back to the 80s evidence access easements burdening the parcels between W 3000 N and the Property. For example, access to the Property is shown in that record of survey recorded as Instrument No. 248619, as well as that Mutual Cross-Access Easement Agreement recorded as Instrument No. 269564. These documents, as well as many others, conclusively demonstrate access to the Property.

Given the foregoing, no good faith arguments could be put forth by third parties seeking to challenge access to the Property. In other words, access to the Property *is certain*. To hold otherwise would likely be challenged as arbitrary and capricious.

Ultimately, we respectfully request that you decide and determine the application submitted by our client as soon as possible. We further request that you not require a legal determination of access as a condition for approval. Thank you.

Sincerely,

W. Forrest Fischer
MOULTON LAW OFFICE

FEB 28 1991

TETON Co. Id.
Clerk Recorder

DEED

GRANTING EASEMENT

We, RICHARD A. EGBERT and ALTA EGBERT, husband and wife and RICHARD A. EGBERT for RICHARD A. EGBERT, a Limited Partnership, of the City of Teton, County of Teton, State of Idaho, in consideration of Ten Dollars (\$10.00) and other good and sufficient consideration, receipt of which is acknowledged, hereby grant, bargain, sell and convey to STANFORD W. HUFF and BONNIE HUFF, husband and wife, and HELEN HUFF and JAMES E. HATCH and LAREE HATCH, husband and wife of the City of Driggs, County of Teton, State of Idaho, the Grantees, the following:

A sixty (60) foot easement for ingress and egress along the Northernmost sixty (60) feet of Lot 1 in Section 5, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.

This easement is for the benefit of and appurtenant to that land or any portion thereof in the County of Teton, State of Idaho, described as follows:

Tract I:

Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.

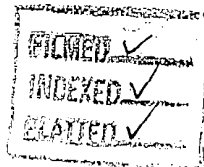
Section 5: SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$
Less Tract III, described below.

Tract II:

Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho.

Section 5: Lots 2, 3, and 4 and the SW $\frac{1}{4}$ NE $\frac{1}{4}$

DEED GRANTING EASEMENT- 1



107553

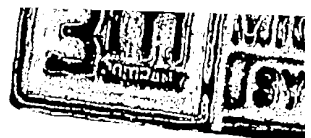
FILED

AT THE REQUEST OF

First American
AT _____ MINUTES PAST *4* P. M.
DATE *Feb. 28 1991*
Asa J. Drake
CLERK OF RECORDER
BY *Nora Hill*

DEPU

NOT A LEGAL COPY



Less: Beginning at the center of Section 5, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence South 89°42'21" East, 1320.15 feet; thence North 00°33'17" West, 717.00 feet; thence South 85°26'23" West, 1323.25 feet; thence South 00°33'17" East, 605.00 feet to the point of beginning (Coyle Contract)

Also Less: A strip of land one hundred (100) feet wide, being fifty (50) feet on each side of the center line of main track of the Coal Fields Branch of the Oregon Short Line Railroad as same is now located and staked over and across Lot Two (2) and the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Five (5), Township five (5) North, Range Forty-five (45) East of the Boise Meridian, Teton County, Idaho, said center line of track being more particularly described as follows: Beginning at a point in the North and South center line of said Section five (5) and Fourteen hundred eight (1408) feet, more or less, South of the North line of said Section Five (5); thence Northeasterly along a straight line for a distance of fifteen hundred forty-one and four tenths (1541.4) feet; thence continuing Northeasterly along a six degree and five minute (6°05') curve to the left for a distance of two hundred sixty-five and six tenths (265.6) feet, more or less, to a point in the East line of said Lot Two (2) and one hundred seventy (170) feet more or less, South of the Northeast corner thereof. (Railroad Property 4.15 acres)

Also less: An irregular tract of land in Lot Two (2), of Section Five (5), Township Five (5) North, Range Forty-five (45) East, of the Boise Meridian, Teton County, Idaho, bounded and described as follows:

Beginning at a point in the East line of said Lot Two (2) and two hundred fifty (250) feet, more or less, South of the Northeast corner thereof; thence Southwesterly, parallel to and fifty (50)

feet Southeasterly from the center line of proposed main track of the Coal Fields Branch of the Oregon Short Line Railroad, for a distance of six hundred (600) feet, more or less; thence Easterly along a curve to the right, with a radius of five hundred twenty-three and seven tenths (523.7) feet, being fifty (50) feet southerly from and parallel to the center line of proposed wye track of said railroad, for a distance of four hundred sixty-five (465) feet, more or less, to a point in the East line of said Lot Two (2); thence North three hundred eight (308) feet, more or less, to the point of beginning. (Railroad Property 0.92 acres, more or less)

A strip, piece or parcel of land, one hundred (100) feet in width, situated in the West Half of the Northeast Quarter ($NE\frac{1}{4}$) of Section Five (5), Township Five (5) North, Range 45 East, Boise Meridian in Teton County, Idaho, being fifty (50) feet in width, measured at right angles, on each side of the center line of the abandoned Gallop Branch of the Oregon Short Line Railroad Company, leased to the Union Pacific Railroad Company, as said branch line of railroad was formerly constructed and operated, and extending Northeasterly from the West line of said Northeast Quarter ($NE\frac{1}{4}$) of Section Five (5), to a straight line at right angles to said center line of abandoned main track at a point thereon that is five hundred forty-eight (548) feet distant northeasterly, measured along said center line of abandoned main track, from said west line of Northeast quarter ($NE\frac{1}{4}$).

Tract III:

A strip of land one hundred (100) feet wide, being fifty (50) feet on each side of the center line of main track of the Coal Fields Branch of the Oregon Short Line Railroad as same is now located and staked over and across the South half of the Northwest quarter ($S\frac{1}{2}NW\frac{1}{4}$) and Northeast quarter of the Southwest quarter ($NE\frac{1}{4}SW\frac{1}{4}$) of Section Five (5), Township Five (5) North, Range Forty-five (45) East of the Boise Meridian, Teton County, Idaho, said center line of main track being more

particularly described as follows:
Beginning at a point in the North and South center line of Section Five (5) and Fourteen hundred eight (1408) feet, more or less South of the North line of said Section Five (5); thence Southwesterly along a straight line for a distance of eighteen hundred eighteen (1818) feet, more or less, to a point in the East and West Center line of said Section Five (5) and twelve hundred eighty-eight (1288) feet, more or less, East of the West quarter Section corner thereof. (Railroad Property owned by County, 4.18 acres more or less)

IN WITNESS WHEREOF, we have hereunto set our hands this 4th day of January, 1991.

Richard A. Egbert
RICHARD A. EGBERT, GRANTOR

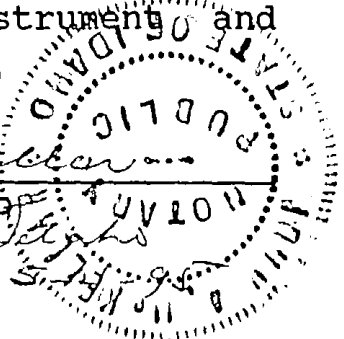
Alta Egbert
ALTA EGBERT, GRANTOR

Richard A. Egbert
RICHARD A. EGBERT for RICHARD A. EGBERT, a Limited Partnership, GRANTOR

STATE OF IDAHO)
County of Teton) ss.

On this 4 day of January in the year of 1991, before me, John A. Miller, a Notary Public in and for said State, personally appeared RICHARD A. EGBERT and ALTA EGBERT, husband and wife and RICHARD A. EGBERT for RICHARD A. EGBERT, a Limited Partnership, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

John A. Miller
Notary Public for Idaho
Residing at: Duys, Idaho
My Commission expires: 5-11-92



RECEIVED

JUL 21 1999

QUITCLAIM DEED

TETON CO., ID
CLERK RECORDER

For Value Received FIRST AMERICAN TITLE COMPANY OF EAST IDAHO

do hereby convey, release, remise and forever quit claim unto

TETON VALLEY LAND TRUST, INC.
whose address is: P.O. BOX 247, DRIGGS, IDAHO 834322

the following described premises situated in Teton County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

RESERVING TO Grantor and Grantor's assigns a 60 foot easement over the North 60 feet of the above described property for ingress and egress and utilities.

together with their appurtenances.

Dated: 6-4-99

FIRST AMERICAN TITLE COMPANY OF EAST IDAHO

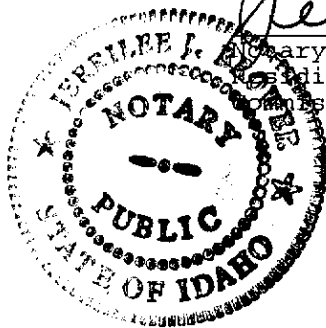
STATE OF IDAHO)

COUNTY OF Teton)

: SS

On this 4th day of June, in the year 1999, before me, a Notary Public in and for said State, personally appeared Layne W. Price, known or identified to me to be the Vice President of the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

NOT A LEGAL COPY



Terrence J. Brower
Notary Public of Idaho
Residing at Tetonia, Idaho
Commission Expires: 2-27-04

134523

FILED

AT THE REQUEST OF

First American
AT 52 MINUTES PAST 3 PM
DATE July 21 1999
Allen B. Boyle
CLERK OF RECORD
BY Boyle

EXHIBIT "A"
FIRST AMERICAN to LAND TRUST

All of that portion of the following described property that lies within Government Lot 1 (NW1/4NW1/4) of Section 5, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho:

A parcel of land situate in the North Half of the North-east Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 5, Township 5 North, and the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 32, Township 6 North, both of Range 45 East of the Boise Meridian, County of Teton, State of Idaho, more particularly described as follows:

Commencing at the east quarter corner of said Section 5;

thence along the east line of said Section 5, North, a distance of 389.3 feet to a point on the center line of the main track of the Teton Valley Branch of the Oregon Short Line Railroad Company, as presently constructed and operated;

thence along the center line of said main track, North 32 degrees 01 minutes West, a distance of 1,694.5 feet to the beginning of an increasing spiral curve to the right, having 11-30 foot chords and a spiral angle of 6 degrees 36 minutes;

thence at right angles to said centerline South 57 degrees 59 minutes West, a distance of 50.0 feet to a point 50.0 feet south-westerly, measured at right angles from said center line of the main track, said point being on the westerly right of way line of the Teton Valley Branch of said Railroad Company, said point also being the TRUE POINT OF BEGINNING;

thence parallel with and 50.0 feet southwesterly, measured at right angles, from the center line of the abandoned southerly leg of wye track of said Railroad Company, as formerly constructed and operated, North 32 degrees 01 minutes West, a distance of 5.8 feet to the beginning of a tangent curve concave southwesterly, having a radius of 1,029.75 feet;

thence northerly along said curve parallel with said center line of the abandoned wye track, through an angle of 5 degrees 00 minutes, an arc distance of 89.86 feet;

thence tangent to the last described curve and continuing parallel with said center line of the abandoned wye track, North 37 degrees 01 minutes West, a distance of 8.4 feet to the beginning of a tangent curve concave southerly, having a radius of 523.69 feet;

thence westerly along said curve parallel with said center line of the abandoned wye track, through an angle of 90 degrees 05 minutes, an arc distance of 823.37 feet;

thence tangent to the last described curve and continuing parallel with said center line of the abandoned wye track, South 52 degrees 54 minutes West, a distance of 10.0 feet to the beginning of a tangent curve concave southeasterly, having a radius of 892.29 feet;

thence southwesterly along said curve parallel with said center line of the abandoned wye track, through a central angle of 5 degrees 44 minutes, an arc distance of 89.29 feet, to a point 50.0 feet southeasterly, measured at right angles, from the center line of the abandoned main track of the Talbot Branch of said Railroad Company, as formerly constructed and operated;

thence tangent to the last described curve and parallel with said center line of the abandoned main track of the Talbot Branch, South 47 degrees 10 minutes West, a distance of 519.2 feet;

thence at right angles to said center line of the abandoned main track of the Talbot Branch, North 42 degrees 50 minutes West, a distance of 100.0 feet to a point 50.0 feet northwesterly, measured at right angles, from said center line of the abandoned main track of the Talbot Branch;

thence parallel with said center line of the abandoned main track of the Talbot Branch, North 47 degrees 10 minutes East, a distance of 980.4 feet to the beginning of a tangent curve concave northwesterly, having a radius of 892.29 feet;

thence northeasterly along said curve parallel with said center line of the abandoned main track of the Talbot Branch, through a central angle of 43 degrees 56 minutes 29 seconds, an arc distance of 684.29 feet to a point;

thence North 89 degrees 59 minutes East, a distance of 1.43 feet, more or less, to a point 50.0 feet westerly, measured at right angles, from said center line of the main track of said Teton Valley Branch;

thence along said westerly right of way line and parallel with said center line of the main track of said Teton Valley Branch, South 0 degrees 01 minutes East, a distance of 23.4 feet to a point opposite the beginning of an increasing spiral curve to the left in said center line of the main track, having 11-30 foot chords, an a spiral angle of 6 degrees 36 minutes;

thence southerly, concentric with said spiral curve in said center line, a distance of 336.07 feet, more or less, to the beginning of a circular curve concave easterly, having a radius of 1,482.69 feet;

thence southerly along said curve and along said right of way line and parallel with said center line of the main track, through a central angle of 18 degrees 48 minutes, an arc distance of 486.50 feet to a point opposite the beginning of a decreasing spiral curve to the left in said center line of the main track, having 11-30 foot chords and a spiral angle of 6 degrees 36 minutes;

thence southerly concentric with said spiral curve in said center line, a distance of 336.07 feet, more or less, to the TRUE POINT OF BEGINNING.

J. Rogel

JOINT ROAD MAINTENANCE AGREEMENT

OWNERS NAME/ LEGAL DESCRIPTION/ PARCEL

Patti J. Burr

OWNERS NAME/ LEGAL DESCRIPTION/ PARCEL

Johnna Tanner

OWNERS NAME/ LEGAL DESCRIPTION/ TAX ID

Exhibit A
Garage Road
Bob Rogel

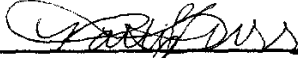
WHEREAS, EACH PARTY HERETO ON BEHALF OF HIMSELF OR HERSELF, AND RESPECTIVE HEIRS, SUCCESSORS OR ASSIGNS, WISHES TO CONTRACT FOR PERPETUAL MAINTENANCE OF THE: INSERT LEGAL OF EASEMENT HERE

EACH PARTY AGREES AS FOLLOWS:


- 1. MAINTENANCE. THE PARTIES SHALL MAINTAIN AND REPAIR THE EXISTING ROAD. ALL PARTIES SHALL SHARE EQUALLY IN THE EXPENSES FOR NORMAL MAINTENANCE AND REPAIR. NO EXPENSE SHALL BE INCURRED BY ANY PARTY WITHOUT UNANIMOUS CONSENT OF ALL OTHER PARTIES HERETO. SUCH CONSENT SHALL BE IN WRITING, SIGNED BY ALL PARTIES, WITH A COPY DELIVERED TO EACH PARTY.**

- 2. PAYMENT. THE COST FOR AGREED MAINTENANCE AND REPAIR SHALL BE BORNE AND SHARED EQUALLY BY THE OWNERS OF THE PARCELS HAVING EQUAL ACCESS THEREFROM. IN THE CONSENT TO REPAIR, THE PARTIES SHALL DESIGNATE A PARTY TO BE THE AGENT FOR CONTRACTING OR UNDERTAKING THE AGREED REPAIR OR MAINTENANCE AND TO COLLECT EACH PARTY'S SHARE OF THE COST THEREOF**
- 3. SUCCESSORS IN INTEREST. THIS AGREEMENT IS BINDING ON THE HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST OF THE PARTIES.**
- 4. UNDERGROUND UTILITY REPAIRS. WHENEVER CHANGES TO OR EMERGENCY REPAIRS ARE REQUIRED TO THE UNDERGROUND SERVICING SYSTEMS (GAS, WATER, ELECTRICITY, SEWER, CABLE AND PHONE) THAT REQUIRE BREAKING THE SURFACE OF THE EASEMENT PROPERTY TO CONDUCT REPAIR OR CHANGE, THE PROPERTY OWNER AND OTHER PARTIES HAVING SERVICE SYSTEMS WITHIN THE EASEMENT AREA SHALL BE NOTIFIED IMMEDIATELY. THE METHOD USED TO EXPOSE THE SERVICE SYSTEM FOR CHANGE OR REPAIR SHALL BE AGREED TO BY THE PROPERTY OWNER PRIOR TO INITIATION.**
- 5. DAMAGE. IT IS ALSO UNDERSTOOD AND AGREED THAT IF THE OWNER OF A PARCEL HAVING ACCESS OVER THIS EASEMENT DAMAGES OR DISTURBS THE SURFACE OF THE ROADWAY OVER THIS EASEMENT, (OTHER THAN NORMAL AUTOMOBILE AND SERVICE INGRESS AND EGRESS.) THEN HE/SHE SHALL BE RESPONSIBLE TO IMMEDIATELY RESTORE THE ROAD SURFACE TO AS NEARLY AS POSSIBLE THE CONDITION IN WHICH IT EXISTED PRIOR TO BEING DISTURBED.**
- 6. UNPAID COSTS OR UNREPAIRED DAMAGE TO BE A LIEN ON LAND. IN THE EVENT A PARTY DOES NOT PAY HIS OR**


HERS PRO RATA SHARE ON COSTS WITHIN THIRTY (30) DAYS AFTER IT IS REQUESTED OR A PARTY RESPONSIBLE FOR DAMAGE TO THE ROADWAY DOES NOT IMMEDIATELY CORRECT THE DAMAGE, THEN THE REMAINING PARTIES SHALL BE ENTITLED TO CLAIM A LIEN AGAINST THE NON-PAYING OR NON-PERFORMING PARTY'S PARCEL OF PROPERTY, AND TO BRING SUIT FOR SUCH COSTS INCURRED THEREBY. SAID LIEN SHALL BE FORCLOSABLE AS A MORTGAGE PURSUANT TO THE LAWS OF THE STATE OF IDAHO.




OWNERS NAME



OWNERS NAME



OWNERS NAME



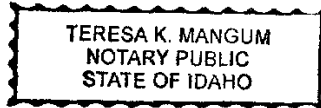
OWNERS NAME

State of: Idaho

ss:

County of: Teton

On this 13th day of October, in the year of 2011, before me, a Notary Public, personally appeared Patti J. Burr, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



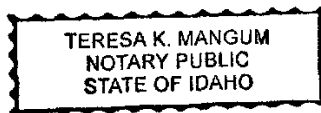
Notary Teresa K. Mangum
Residing at: Driggs Idaho
Commission Expires: 07-24-2015

State of: Idaho

ss:

County of: Teton

On this 13th day of October, in the year of 2011, before me, a Notary Public, personally appeared Johnna Tanner, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



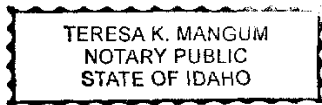
Teresa K. Mangum
Notary
Residing at: Driggs Idaho
Commission Expires: 07-24-2015

State of: Idaho

ss:

County of: Teton

On this 13th day of October, in the year of 2011, before me, a Notary Public, personally appeared Gabe Rogel and Sara Rogel, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.



Teresa K. Mangum
Notary
Residing at: Driggs Idaho
Commission Expires: 07-24-2015

RECEIVED

JAN 16 2004

TETON CO, ID
CLERK RECORDER

For Value Received **Dan Burr and Patti Burr, husband and wife**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Tim V. Tanner and Johnna L Tanner, husband and wife

whose address is: **PO Box 190, Teton, ID 83452**

Instrument # 159480
DRIGGS, TETON, IDAHO
2004-01-16 02:21:26 No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE
NOLAN G. BOYLE Fee: 8.00
Ex-Officio Recorder Deputy *Nolan G. Boyle*
Index to: DEED, WARRANTY

Hereinafter called the Grantee, the following described premises situated in **Teton** County, Idaho, to-wit:

See Attached Legal:

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: January 16, 2004

[Signature]

Dan Burr

[Signature]

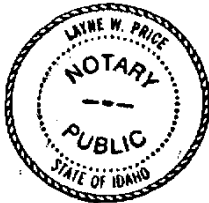
Patti Burr

STATE OF Idaho
)ss.
COUNTY OF TETON

On this 16 day of January, 2004, before me, a Notary Public, personally appeared Dan Burr and Patti Burr, known or identified to me (or proved to me on the oath of), to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

[Signature]

Notary Public of Idaho
Residing at Driggs
Commission Expires: 12-01-06



1ST REVISED COMMITMENT

ATTACHED LEGAL DESCRIPTION

Order No.: T11332

Township 6 North, Range 45 East, Boise Meridian, Teton County, Idaho
Section 32: NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$

TOGETHER WITH an easement for ingress, egress and utilities over and across a strip of ground (existing road) Beginning at the NE Corner of Section 5, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running thence West 1320 feet more or less to the West boundary of the old Railroad right of way; thence South 60 feet; thence East 1320 feet more or less to the county road 300 West; thence North 60 feet to the point of beginning.

ALSO TOGETHER WITH a non-exclusive easement for ingress and egress as created in Final Judgment and Order Determining Easement recorded as Instrument No. 127303 and Amended as Instrument No. 136792 described as follows: Beginning at the Northeast corner of Lot 2 of Section 5 Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, and then proceeding west along a straight line a distance of 50 feet to the point of the existing gateway leading to the private lane of Correia, then along a straight line in a southerly direction following the course of the existing gate and fence line for a distance of approximately 112 feet to the fence corner, thence proceeding east 50 feet more or less along fence line to the fence corner, thence North approximately 112 feet to the point of beginning.

ALSO TOGETHER WITH a non-exclusive 60 foot wide easement for ingress and egress and utilities across the South 60 feet of the East 1/2 of the Southwest Quarter of the Southeast Quarter of Section 32, Township 6 North, Range 45 East of the Boise Meridian, Teton County, Idaho,

ALSO TOGETHER WITH a non-exclusive 60 foot wide easement for ingress and egress and utilities across the East 60 feet of the South 1/2 of the West 1/2 of the Southwest Quarter of the Southeast Quarter of Section 32, Township 6 North, Range 45 East, Boise Meridian, Teton County, Idaho.

ALSO TOGETHER WITH a 30 foot wide road and utility easement for purposes of ingress, egress and utilities to the NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 6 North, Range 45 East, Boise Meridian, Teton County, Idaho, being 15 feet wide on each side of the following described centerline:
From the Northwest corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 32, N 89°58'36" E, 666.47 feet along North line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ and S 02°22'36" W, 351.64 feet to the True Point of Beginning.
Thence S 83°52'00" W, 31.00 feet to a point;
Thence S 67°29'00" W, 88.00 feet to a point;
Thence S 58°13'00" W, 41.00 feet to a point;
Thence S 37°20'00" W, 57.00 feet to a point;
Thence S 14°00'00" E, 85.00 feet to a point;
Thence S 18°00'00" E, 4.00 feet to a point;
Thence S 11°00'00" E, 28.00 feet to a point;
Thence S 16°00'00" E, 285.00 feet to a point on the existing access easement described in Instrument No. 132957 as recorded in the records of the Clerk of Teton County, Idaho.

ALTA Plain Language Commitment Legal Description
(T11332.PFD/T11332/24)

159480

125629
QUITCLAIM DEED

RECEIVED

NOV 22 1996

TELEPHONE ORDER

For Value Received

Ronald Roberts and Debbie Roberts, Husband and Wife

do hereby convey, release, remise and forever quit claim unto

Dan Burr and Patti Burr, Husband and Wife

whose current address is

P.O. BOX 50, Tetonid, ID 83457

the following described premises, to-wit:

The E1/2 SW1/4 SE1/4 of Section 32, Township 6 North, Range 43 East, Boise Meridian, Teton County, Idaho;

together with a perpetual access to the property; the established access road having been in unchallenged use by present and past owners of said property for the past thirty years.

together with their appurtenances.

Dated: November 11, 1996

Ronald Roberts
Ronald Roberts

Debbie Roberts
Debbie Roberts

STATE OF IDAHO, COUNTY OF Teton
On this 20th day of November, 1996,
before me, a notary public in and for said State, personally
appeared

Ronald Roberts and Debbie Roberts

known to me to be the persons whose names
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Nancy Ann Perry
Nancy Ann Perry, Notary Public
Residing at Teton County, Idaho
Comm. Expires 4/3/01

OFFICIAL SEAL
NANCY ANN PERRY
NOTARY PUBLIC - IDAHO
TETON COUNTY
COMMISSION EXPIRES 4/3/01

125629

FILED

AT THE REQUEST OF

ALLIANCE TITLE AND ESCROW

At 50 MINUTES PAST 3

DATE Nov 22, 1996

By *Nancy Ann Perry*

Notary Public

Furnished by the

125629

ALLIANCE
TITLE & ESCROW

EXHIBIT 'A'

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF TRACTS 1 AND 2 OF THAT LARGER PARCEL OF LAND PREVIOUSLY DESCRIBED AT INSTRUMENT 137446 IN THE OFFICE OF THE TETON COUNTY CLERK AND RECORDER, LYING ENTIRELY WITHIN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 45 EAST OF THE BOISE MERIDIAN, TETON COUNTY, IDAHO, THE BOUNDARY OF WHICH, PURSUANT TO AN ACTUAL SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID SECTION 5, AS FILED FOR RECORD AT INSTRUMENT NO. 95755 IN SAID TETON COUNTY RECORDS; THENCE N89°45'41"W ALONG THE NORTH LINE OF SAID SECTION 5 A DISTANCE OF 1341.82 FEET TO A REBAR WITH CAP BEARING THE PLS NO. 2860, SET FOR THE NE CORNER OF THAT CERTAIN PARCEL OF LAND PREVIOUSLY DESCRIBED AT INSTRUMENT NO. 176366 IN SAID TETON COUNTY RECORDS; THENCE S00°31'41"E A DISTANCE OF 73.36 FEET TO A REBAR WITH CAP BEARING THE PLS NO. 2860, SET FOR THE NW CORNER OF SAID TRACT 1 OF SAID PARCEL DESCRIBED AT INSTRUMENT NO. 137446; THENCE S89°46'11"E ALONG THE NORTH LINE OF SAID TRACT 1 A DISTANCE OF 26.06 FEET; THENCE ALONG THE BOUNDARY OF A PORTION OF SAID TRACT 2 OF SAID PARCEL DESCRIBED AT INSTRUMENT NO. 137446 FOR THE FOLLOWING TWO COURSES:

1.) 79.37 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05°23'56", A RADIUS OF 842.29 FEET, AND A CHORD WHICH BEARS N22°38'59"E 79.34 FEET;

2.) S89°45'41"E ALONG SAID NORTH LINE OF SECTION 5 A DISTANCE OF 34.46 FEET; THENCE SOUTH A DISTANCE OF 73.34 FEET TO A REBAR WITH CAP BEARING THE PLS NO. 2860 SET FOR THE NE CORNER OF SAID TRACT 1; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT 1, AS MONUMENTED PER THE RECORD OF SURVEY FILED AT INSTRUMENT NO. 144323 IN SAID TETON COUNTY RECORDS (SHOWN ON SAID SURVEY AS "TRACT 2"), FOR THE FOLLOWING SIX COURSES:

1.) S11°26'47"E A DISTANCE OF 180.93 FEET;

2.) S15°11'18"E A DISTANCE OF 123.48 FEET;

3.) S18°44'01"E A DISTANCE OF 60.70 FEET;

4.) S20°44'35"E A DISTANCE OF 89.28 FEET;

5.) S24°45'27"E A DISTANCE OF 128.45 FEET;

6.) S30°12'38"E A DISTANCE OF 211.82 FEET;

EXHIBIT A

A PARCEL OF LAND BEING A PORTION OF TRACTS 1 AND 2 OF THAT LARGER PARCEL OF LAND PREVIOUSLY DESCRIBED AT INSTRUMENT 137446 IN THE OFFICE OF THE TETON COUNTY CLERK AND RECORDER, LYING ENTIRELY WITHIN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 45 EAST OF THE BOISE MERIDIAN, TETON COUNTY, IDAHO, THE BOUNDARY OF WHICH, PURSUANT TO AN ACTUAL SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 - 4.) S20°44'35"E A DISTANCE OF 89.28 FEET;
 - 5.) S24°45'27"E A DISTANCE OF 128.45 FEET;
 - 6.) S30°12'38"E A DISTANCE OF 211.82 FEET;THENCE WEST A DISTANCE OF 363.37 FEET TO A REBAR WITH CAP BEARING THE PLS NO. 1027; THENCE N00°34'43"W ALONG AN EXISTING FENCE LINE A DISTANCE OF 737.58 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT 60 FEET IN WIDTH PARALLEL TO AND ADJOINING WITH SAID NORTH LINE OF SECTION 5 FOR THE PURPOSES OF INGRESS, EGRESS, AND THE INSTALLATION AND MAINTENANCE OF UTILITY LINES AND THEIR APPURTENANCES, AND TOGETHER WITH AN EASEMENT ALONG BEING 60 FEET IN WIDTH FOR THE PURPOSES OF INGRESS, EGRESS, AND THE INSTALLATION AND MAINTENANCE OF UTILITIES AND THEIR APPURTENANCES AS PREVIOUSLY DESCRIBED A INSTRUMENT NO. 137445 IN SAID TETON COUNTY RECORDS.

THENCE WEST A DISTANCE OF 363.37 FEET TO A REBAR WITH CAP BEARING THE PLS NO. 1027; THENCE N00°34'43"W ALONG AN EXISTING FENCE LINE A DISTANCE OF 737.58 FEET TO THE POINT OF BEGINNING.

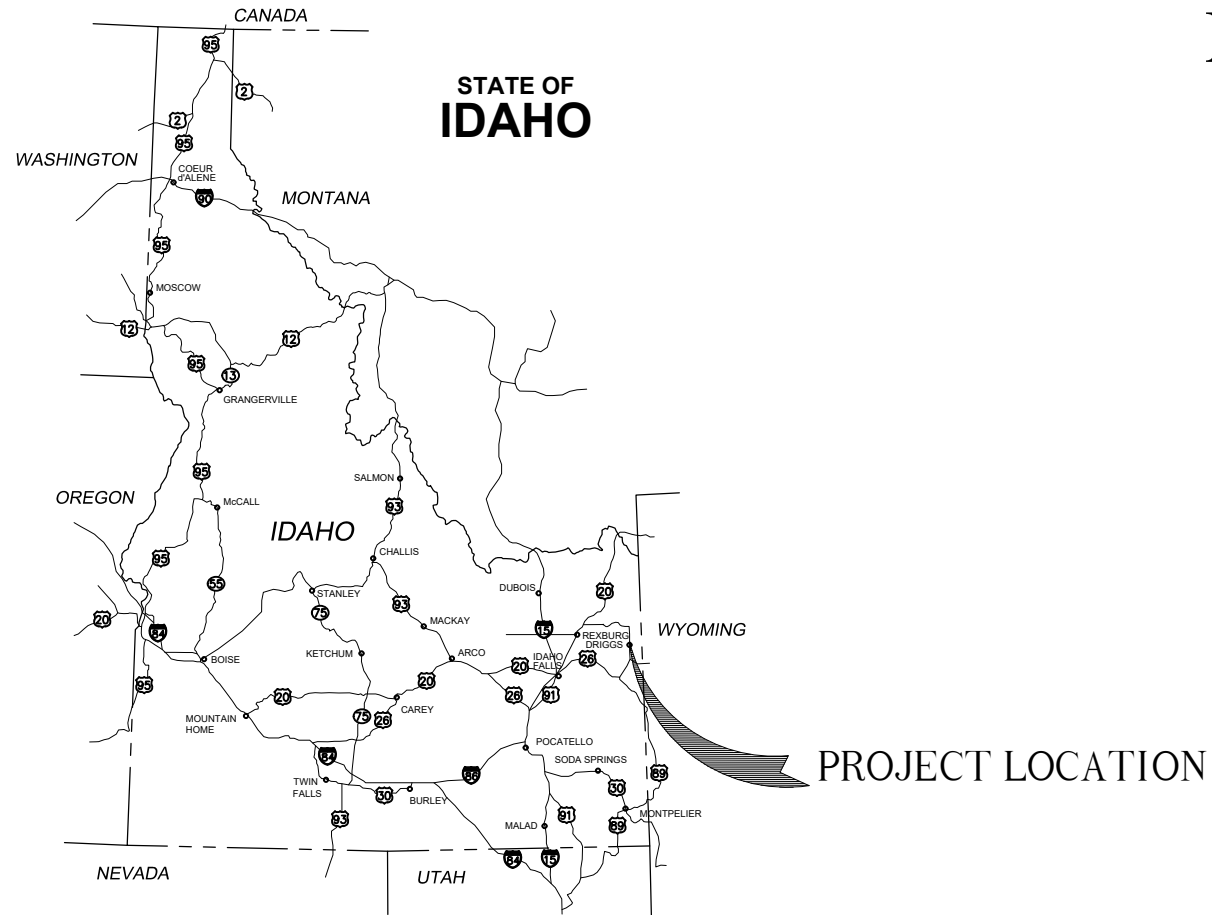
SUBJECT TO AN EASEMENT 60 FEET IN WIDTH PARALLEL TO AND ADJOINING WITH SAID NORTH LINE OF SECTION 5 FOR THE PURPOSES OF INGRESS, EGRESS, AND THE INSTALLATION AND MAINTENANCE OF UTILITY LINES AND THEIR APPURTENANCES, AND TOGETHER WITH AN EASEMENT ALONG BEING 60 FEET IN WIDTH FOR THE PURPOSES OF INGRESS, EGRESS, AND THE INSTALLATION AND MAINTENANCE OF UTILITIES AND THEIR APPURTENANCES AS PREVIOUSLY DESCRIBED A INSTRUMENT NO. 137445 IN SAID TETON COUNTY RECORDS.

APPENDIX L

Shared Fire Pond Drawings

DOROTHY GAYLE RANCH/ EUSTACHY-WYSONG RANCH FIRE POND DESIGN

MARCH 2024



LOCATION MAP



PROJECT LOCATION

VICINITY MAP

Civilize, PLLC
Management and Engineering

PROJECT NO: 01-21-0040
DRAWN: D. MILLER
DESIGNED: B. CROWTHER
APPROVED: B. CROWTHER
QA/QC: B. CROWTHER

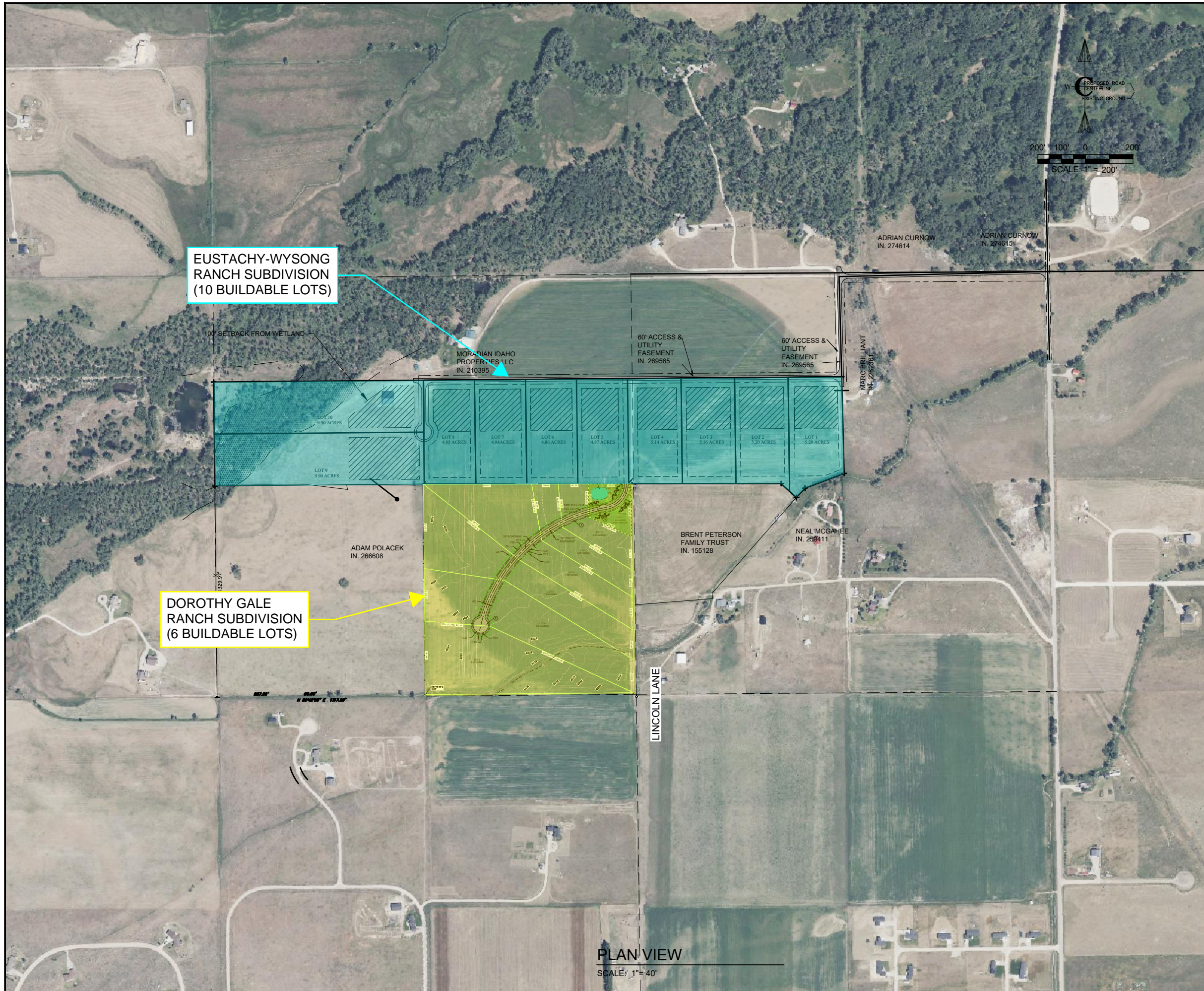
DOROTHY GALE RANCH
EUSTACHY-WYSONG RANCH
COVER SHEET

SHEET NO:
C-GN-01
DATE:
PAGE NO:

PROJECT NUMBER 01-21-0040

NO.	REVISIONS	BY	DATE

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**EUSTACHY-WYSONG RANCH SUBDIVISION
(10 BUILDABLE LOTS)**

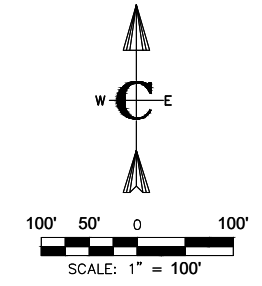
**DOROTHY GALE RANCH SUBDIVISION
(6 BUILDABLE LOTS)**

PLAN VIEW
SCALE: 1" = 40'

PROJECT NO. 01-21-0060		DRAWN R. BARKER		NO. 1		PRELIMINARY DESIGN		REVISIONS		BEC 3/23	
DESIGNED B. CROWTHER		APPROVED B. CROWTHER		BY B. CROWTHER		DATE					
<p>DOROTHY GALE RANCH EUSTACHY-WYSONG RANCH</p> <p>OVERALL SITE PLAN</p>											
<p>SHEET NO. C-100</p> <p>DATE:</p> <p>PAGE NO:</p>											
<p>Civilize, PLLC Management and Engineering</p> <p><small>This document or any part thereof is the property of Civilize, PLLC, and shall not be copied without the written authorization of Civilize, PLLC.</small></p>											

EUSTACHY-WYSONG SUBDIVISION

EUSTACHY-WYSONG SUBDIVISION



GENERAL INFORMATION, JURISDICTION, ZONING
 JURISDICTION: TETON COUNTY, IDAHO
 GOVERNING CODE: TETON COUNTY SUBDIVISION REGULATIONS
 IMPACT AREA: TETON COUNTY, IDAHO
 SUBDIVISION: DOROTHY GAYLE RANCH
 LOT NO. (S): 1 THROUGH 16
 PUBLIC LAND SURVEY SYSTEM: SW 1/4, NE 1/4 SEC. 5, TWP 5N, RNG 45E, B.M.
 LATITUDE AND LONGITUDE: 43°47'27"N 111°10'22"W
 EXISTING ZONING: AGRICULTURAL / RURAL RESIDENTIAL 2.5
 OVERLAY ZONES: NATURAL RESOURCES, WILDLIFE HABITAT, BIG GAME MIGRATION

PROPOSED DEVELOPMENT DESCRIPTION
 AREA OF PARCEL: 40.46 ACRES
 TYPE: RESIDENTIAL, SINGLE FAMILY
 NO. LOTS: 8
 AVERAGE DENSITY RESIDENTIAL LOTS: 6.74 ACRES/LOT
 PROPOSED ZONING: AGRICULTURAL / RURAL RESIDENTIAL 2.5

APPLICABLE CODES
PLANNING AND ZONING/SUBDIVISION
 TETON COUNTY COMPREHENSIVE PLAN: AUGUST 24, 2012
 TETON COUNTY SUBDIVISION REGULATIONS (TITLE 9, TETON COUNTY CODE): SEPT 15, 2011
 a. ARTICLE 1: ZONING REGULATIONS: 2008
 b. ARTICLE 4: SUBDIVISION: 2008
 c. ARTICLE 2: STANDARDS: 2008
BUILDING CODES
 a. INTERNATIONAL BUILDING CODE (IBC): 2015
 b. INTERNATIONAL MECHANICAL CODE (IMC): 2015
 c. INTERNATIONAL ENERGY CONSERVATION CODE (IECC): 2015
 d. INTERNATIONAL FIRE CODE (IFC): 2012

TETON COUNTY AGRICULTURAL/RURAL RESIDENTIAL 2.5 STANDARDS
 PURPOSE: THE PURPOSE OF THIS DISTRICT IS TO DESIGNATE AND PROVIDE OPPORTUNITY FOR DEVELOPMENT OF RESIDENTIAL LAND USE ON MARGINAL AGRICULTURAL LAND.
 IMPACT AREA: NA
 DESIGN REVIEW OVERLAY: NA
 OVERLAY ZONE: NA
ALLOWED USES
 SINGLE FAMILY RESIDENTIAL: PERMITTED
 MOBILE HOME, MODULAR: PERMITTED
 DWELLING ACCESSORY UNIT: PERMITTED W/CONDITIONS
LOT SIZE REQUIREMENTS
 MINIMUM LOT SIZE: 2.5 ACRES
 MINIMUM LOT WIDTH: NA
BUILDING SETBACKS
 FRONT YARD: 30' MIN
 REAR YARD: 40' MIN
 SIDE YARD: 30' MIN
 TETON RIVER: 100' MIN
 STREAM, CREEK: 50' MIN
 IRRIGATION DITCH: 15' MIN.
BUILDING HEIGHT
 BUILDINGS AND STRUCTURES: 30' MAX
ACCESSORY BUILDINGS
 LESS THAN 200 FT*2: 12' MINIMUM
 GREATER THAN 200 FT*2: MEET SETBACKS FOR A20 ZONE
OPEN SPACE
 OPEN SPACE REQUIRED: 0 ACRES
 TETON COUNTY ARR 2.5 ZONE: 0 ACRES
 OPEN SPACE PROVIDED: 1.69 ACRES
 GENERAL OPEN SPACE: 1.69 ACRES

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	198.12	194.12	58.48	S51° 08' 59"W	189.63
C2	253.36	179.12	81.05	S39° 51' 57"W	232.76
C4	210.93	149.12	81.05	S39° 51' 57"W	193.78
C6	168.49	119.12	81.05	S39° 51' 57"W	154.79
C7	147.27	104.12	81.05	N39° 51' 57"E	135.30
C8	1153.27	1037.56	63.69	N48° 32' 46"E	1094.81
C9	1144.32	1022.56	64.12	S48° 19' 47"W	1085.53
C11	1261.99	992.56	72.85	S43° 57' 52"W	1178.68
C13	1075.65	962.56	64.03	S48° 22' 31"W	1020.55
C14	1050.63	947.56	63.53	S48° 37' 29"W	997.64
C16	314.14	60.00	299.98	S75° 11' 04"E	60.02
C17	374.66	75.00	286.22	N74° 57' 08"W	90.04
C18	191.00	137.12	79.81	S39° 14' 57"W	175.93
C19	227.90	161.12	81.05	N39° 51' 57"E	209.37
C20	1064.32	1004.56	60.70	S47° 19' 32"W	1015.24
C21	1082.72	980.56	63.26	N48° 45' 23"E	1028.55
C22	314.14	60.00	299.98	S75° 11' 04"E	60.02
C23	248.35	48.00	296.45	S74° 49' 08"E	50.55

NO. REVISIONS BY DATE
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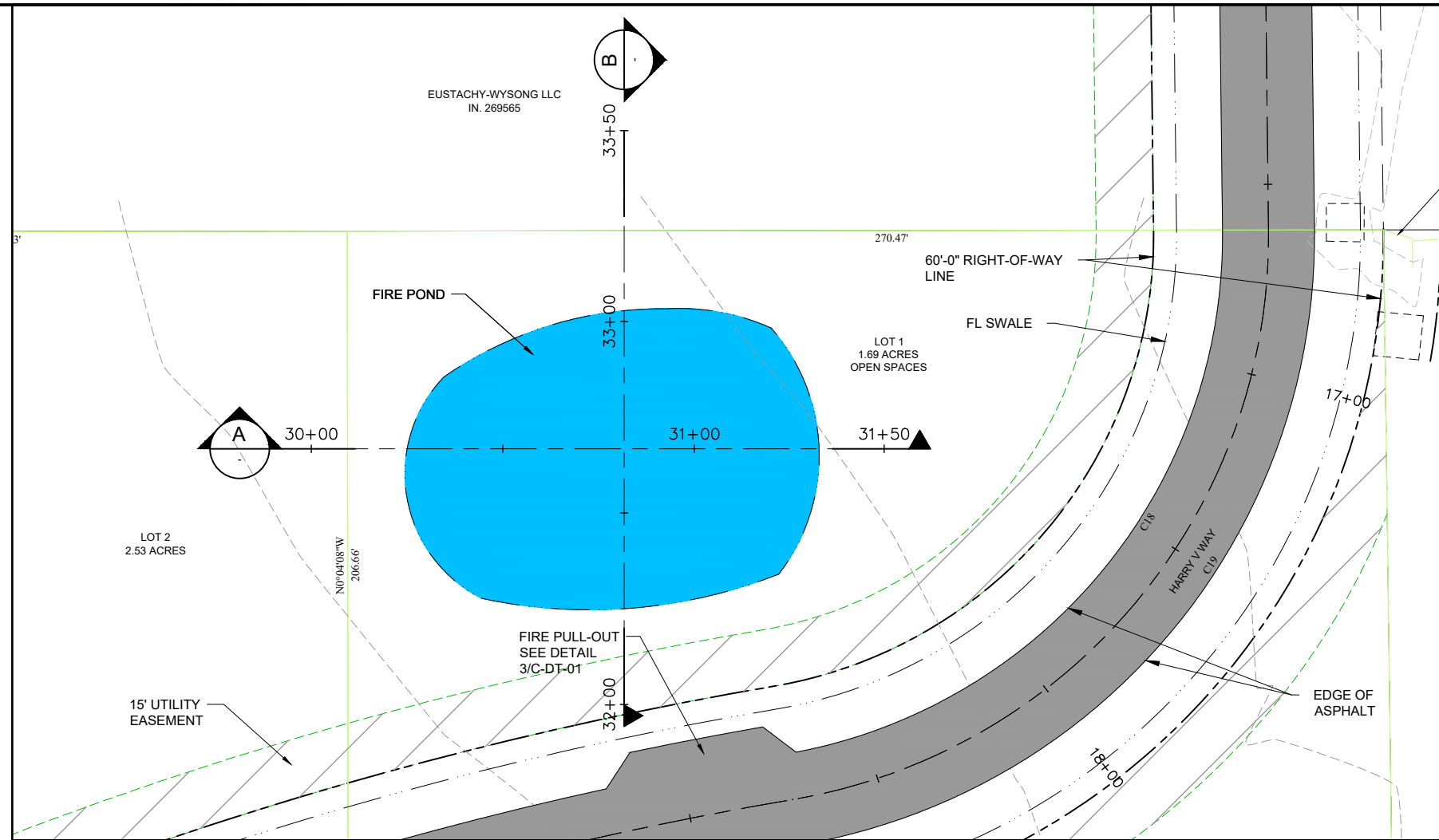
Civilize, PLLC
 Management and Engineering

PROJECT NO: 02/24/2023
 DRAWN: D. WLEER
 DESIGNED: B. CROWTHER
 APPROVED: B. CROWTHER
 IN CHARGE: B. CROWTHER

DOROTHY GAYLE RANCH

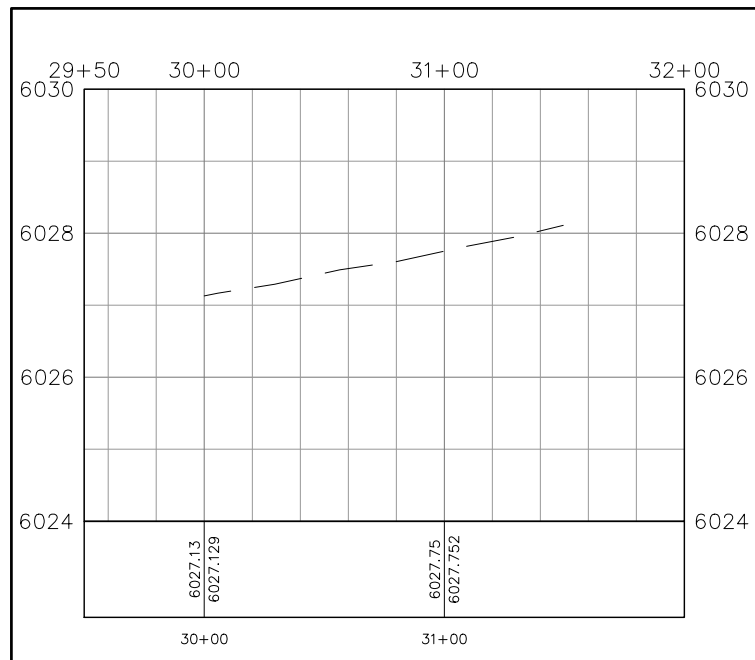
SUBDIVISION
 SUBDIVISION MASTER PLAN AND LANDSCAPE PLAN

SHEET NO: **C-MP-01**
 DATE: JANUARY 2023
 PAGE NO:



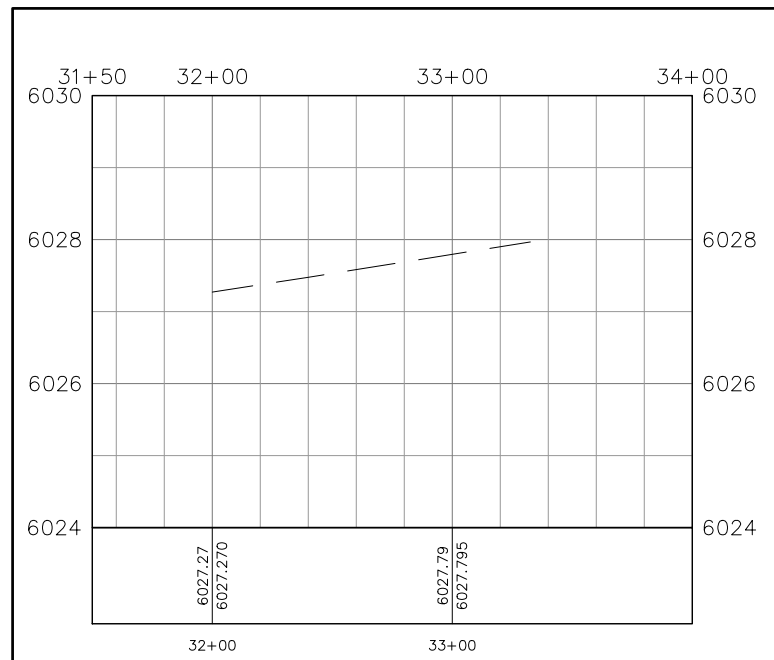
PLAN VIEW

SCALE: 1" = 20'



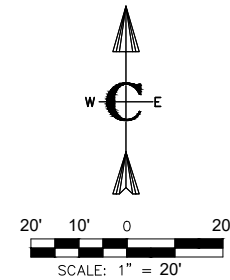
FIRE POND SECTION

SCALE: NTS



FIRE POND SECTION

SCALE: NTS



CONSTRUCTION NOTES:

GENERAL NOTES - DRY HYDRANT AND FIRE POND

A. DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH NFPA 1231 "STANDARD ON WATER SUPPLIES FOR SUBURBAN AND RURAL FIRE FIGHTING."

B. FLOW: PER THE LOCAL FIRE MARSHAL, THE DRY HYDRANT SYSTEM SHALL BE CAPABLE OF PROVIDING A FLOW RATE OF 1,000 GALLONS PER MINUTE FOR TWO HOURS (120,000 GALLONS)

POND VOLUME AND CONFIGURATION

C. THE INTAKE STRAINER SHALL BE PLACED AT LEAST EIGHT FEET BELOW THE NORMAL WATER ELEVATION OF THE POND

a. THE TOP TWO FEET OF WATER BELOW THE NORMAL WATER ELEVATION SHOULD ALLOW FOR DROUGHT AND ICE CONDITIONS AND SHOULD BE CONSIDERED NON-USABLE.

b. THE SIX FEET IMMEDIATELY ABOVE THE INTAKE STRAINER SHOULD BE CONSIDERED USABLE WATER WITH A TOTAL VOLUME IN THIS ZONE OF 120,000 GALLONS

D. A MINIMUM OF TWO FEET SHALL SEPARATE THE BOTTOM OF THE INTAKE STRAINER AND THE BOTTOM OF THE POND.

DRY HYDRANT PLACEMENT

E. THE DRY HYDRANT FITTING AT THE ROAD SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL FIRE DISTRICT.

SPECIFICATIONS

F. PIPING, ELBOWS, AND COUPLINGS, REDUCERS, AND UNDERWATER STRAINER SHALL BE SCHEDULE 40 OR HEAVIER PVC AND SHALL BE JOINED WITH APPROPRIATE PVC-TYPE CEMENT ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS TO ENSURE THE JOINTS ARE AIRTIGHT.

G. HORIZONTAL PIPING SHALL HAVE A MINIMUM INSIDE DIAMETER OF SIX INCHES.

H. RISER PIPING SHALL HAVE A MINIMUM INSIDE DIAMETER OF SIX INCHES.

I. AN INTAKE STRAINER CAPABLE OF SUPPORTING THE FLOW REQUIREMENTS SHALL BE PROVIDED.

J. HORIZONTAL PIPE SHALL BE BURIED AND PLACED NEARLY LEVEL WITH MINIMUM COVER OF 5 FEET BELOW FINISHED GRADE.

K. THE NORMAL WATER SURFACE IN THE RISER SHALL BE A MINIMUM OF 4 FEET BELOW FINISHED GRADE UNLESS ALTERNATE FROST PROTECTION IS PROVIDED.

POND CONSTRUCTION

L. THE FOUNDATION AREA, POOL AREA, AND BORROW AREA SHALL BE CLEARED OF ALL TREES, STUMPS, ROOTS AND OTHER DEBRIS.

M. TOPSIL SHALL BE STRIPPED FROM THE FOUNDATION AREA AND STOCKPILE FOR FUTURE USE.

N. THE FOUNDATIONS AREA SHALL BE SCARIFIED BEFORE THE FIRST LAYER OF FILL IS PLACED.

O. SUITABLE FILL MATERIAL FOR EMBANKMENT CONSTRUCTION SHALL BE USED TO CONSTRUCT THE POND LINER. MATERIAL SHALL CONTAIN A MINIMUM OF 40% CLAY AND SHALL BE FREE OF SOD, ROOTS, FROZEN SOIL, STONES, ETC.

P. THE PRINCIPAL OUTLET SHALL BE PLACED ON A FIRM FOUNDATION TO THE LINES AND GRADES SHOWN ON THE PLAN.

DESIGN CRITERIA:

FIRE FLOW _____ 1,000 GPM X 2 HOURS
 VOLUME REQUIRED _____ 120,000 GALLONS
 FREEBOARD _____ 1 FOOT
 ALLOWANCE FOR ICE _____ 2 FEET

POND DESIGN

SURFACE AREA _____ 5,000 SQUARE FEET
 SIDE SLOPES _____ 4H:1V
 MAXIMUM DEPTH _____ 9 FEET
 AVERAGE WIDTH _____ 60 FEET
 AVERAGE LENGTH _____ 100 FEET
 CALCULATED TOTAL VOLUME ESTIMATE _____ 220,000 GALLONS
 CALCULATED USABLE VOLUME (WITH ICE) _____ 150,000 GALLONS

NO.	REVISIONS	BY	DATE

Civilize, PLLC
Management and Engineering

PROJECT NO.	02/24/2023
DRAWN	D. WILBER
DESIGNED	B. CROWTHER
APPROVED	B. CROWTHER

DOROTHY GAYLE RANCH

SUBDIVISION

FIRE POND SITE PLAN

SHEET NO:
C-FP-01

DATE:
JANUARY 2023

PAGE NO:

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