

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 WHITE OWL SUBDIVISION

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of _____, 2024, by and between Paul Merrill Family Trust, (the “Developer”) and Teton County Idaho, a political subdivision of the State of Idaho (the “County”).

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

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

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

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

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

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

1. Definitions

1.1. APPLICATION DATE: means 3/28/2022, the date the subdivision/PUD application for the Development was deemed complete and officially received by the County as confirmed in

writing and dated by the Planning Administrator.

- 1.2. APPROVAL DATE: is defined in the recitals.
- 1.3. CERTIFICATE OF SUBDIVISION COMPLETION: is defined in Section 10.
- 1.4. CONSTRUCTION PERMIT: is defined in Section 4.
- 1.5. COUNTY: is defined in the preamble.
- 1.6. DEVELOPER: is defined in the preamble.
- 1.7. DEVELOPMENT: The subdivision/PUD designated and identified as White Owl Subdivision located on the Property as further described in **Exhibit B**.
- 1.8. IMPROVEMENT: Any alteration to the land or other physical construction located on or off the Property that is associated with the Development.
- 1.9. FINAL APPROVAL: means issuance of a Certificate of Subdivision Completion from the Planning and Building Department of the County completed with all required signatures. The form of Certificate of Subdivision Completion is attached hereto as **Exhibit D**.
- 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. **N/A**
- 1.12. REQUIRED IMPROVEMENTS: is defined in Section 2. **N/A**
- 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. N/A

3. Maintenance of Required Improvements- N/A

4. Schedule for Commencement and Completion of the Improvements. N/A: No Improvements required

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. N/A

9. Inspection Fees. N/A

10. Final Inspection and Approval of Improvements. N/A

11. Engineer's Certificate and As-Constructed Plans. N/A

12. Warranty of the Improvements. N/A

13. Financial Security Guarantee. N/A

14. Remedies.

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

15. Voided Agreement.

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

16. Default.

If the Developer defaults or fails to fully perform any of its obligations in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Required Improvements, Teton County shall inform the Developer in writing of the specific default or failing. If the default or failing continues for thirty (30) days after such written notice and the Developer makes no attempt to remedy the default, Teton County shall have, in addition to all of its other rights under the law, the right to complete

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

17. Transfer of Lots or Units.

No lots or units may be offered for sale or sold (warranty deeds transferred) and no building permits for individual lots will be issued prior to a Certificate of Subdivision Completion being issued by the County. Developer hereby agrees to maintain all unsold lots in the Development in safe, sanitary, and orderly condition that does not constitute a public nuisance or adversely affect adjoining properties at the Developer's sole expense, and this responsibility shall run to Developer's successors and assigns.

18. Time of the Essence.

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

19. Binding Upon Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties’ respective heirs, successors, assigns and personal representatives, including County’s corporate authorities and their successors in office. Nothing herein shall in any way prevent sale or alienation of the Property, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. Developer shall promptly notify the County of any sale of the Property and update the Developer’s notice address in accordance with Section 20. Notwithstanding any sale of the Property or change of control of the Developer, the County will retain the financial guarantee provided under Section 13 unless acceptable substitute guarantee is provided by the Property or Developer’s new owners. No assignment or succession of this Agreement shall be deemed valid or permitted, nor shall construction continue under a successor or assignee to this agreement until such time as (1) the successor or assignee provides sufficient security under the terms set forth in Section 13 above and (2) such succession or assignment is approved in writing by Teton County, the approval of which shall not be unreasonably withheld.

20. Notices.

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

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

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

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

Paul Merrill Family Trust

10 Moulton Lane

Victor, ID 83455

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 _____, known to me to be the person whose name is executed above, and acknowledged that he executed the same.

(SEAL) _____
Residing _____
Commission expires _____
Notary Public

**DEVELOPER: Paul
Merrill Trust**

By: Paul Merrill, Trustee

STATE OF _____)
) ss:
COUNTY OF _____)

On this ___ day of _____, 2024, 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**

Instrument # 271989
TETON COUNTY, IDAHO
10-29-2021 14:47:00 No. of Pages: 2
Recorded for: ALLIANCE TITLE - DRGGS OFFICE
KIM KEELEY Fax: \$15.00
Ex-Officio Recorder Deputy, Kim Keeley
Index to: DEED, WARRANTY



WARRANTY DEED

Alliance Title & Escrow, LLC Order No.:522613

FOR VALUE RECEIVED

Brutus Holdings LLC, a New York Limited Liability Company

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Paul Merrill, Trustee of The Paul Merrill Family Trust, dated December 20, 2014

whose current address is

**10 Moulton Lane
Victor, ID 83455**

the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

A part of the North half of the Southeast quarter of Section 19, Township 3 North, Range 46 East of the Boise Meridian, Teton County, Idaho being further described as:

Commencing at the South quarter corner of said Section 19, as marked with a G.L.O. (General Land Office) brass capped monument;

Thence North 00°48'14" West along the West line of the Southeast quarter of said Section 19 a distance of 2,633.40 feet to the Center Quarter Corner of said Section 19, as marked with a ELM Brass Cap monument;

Thence North 89°25'40" East along the North line of the Southeast quarter of said Section 19 a distance of 203.47 feet to a rebar with plastic cap P.L.S. 14222, and the POINT OF BEGINNING;

Thence continuing along said North line North 89°25'40" East a distance of 972.61 feet to a rebar with plastic cap P.L.S. 14222;

Thence South 00°40'18" East a distance of 253.22 feet to a found 5/8"x24" rebar with plastic cap "AW ENG 2860";

Thence South 88°57'36" West a distance of 946.18 feet to a found 5/8"x24" rebar with plastic cap "AW ENG 2860";

Thence North 06°27'32" West a distance of 262.32 ft. to a rebar with plastic cap P.L.S. 14222, and the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

EXHIBIT B SUBDIVISION PLAT

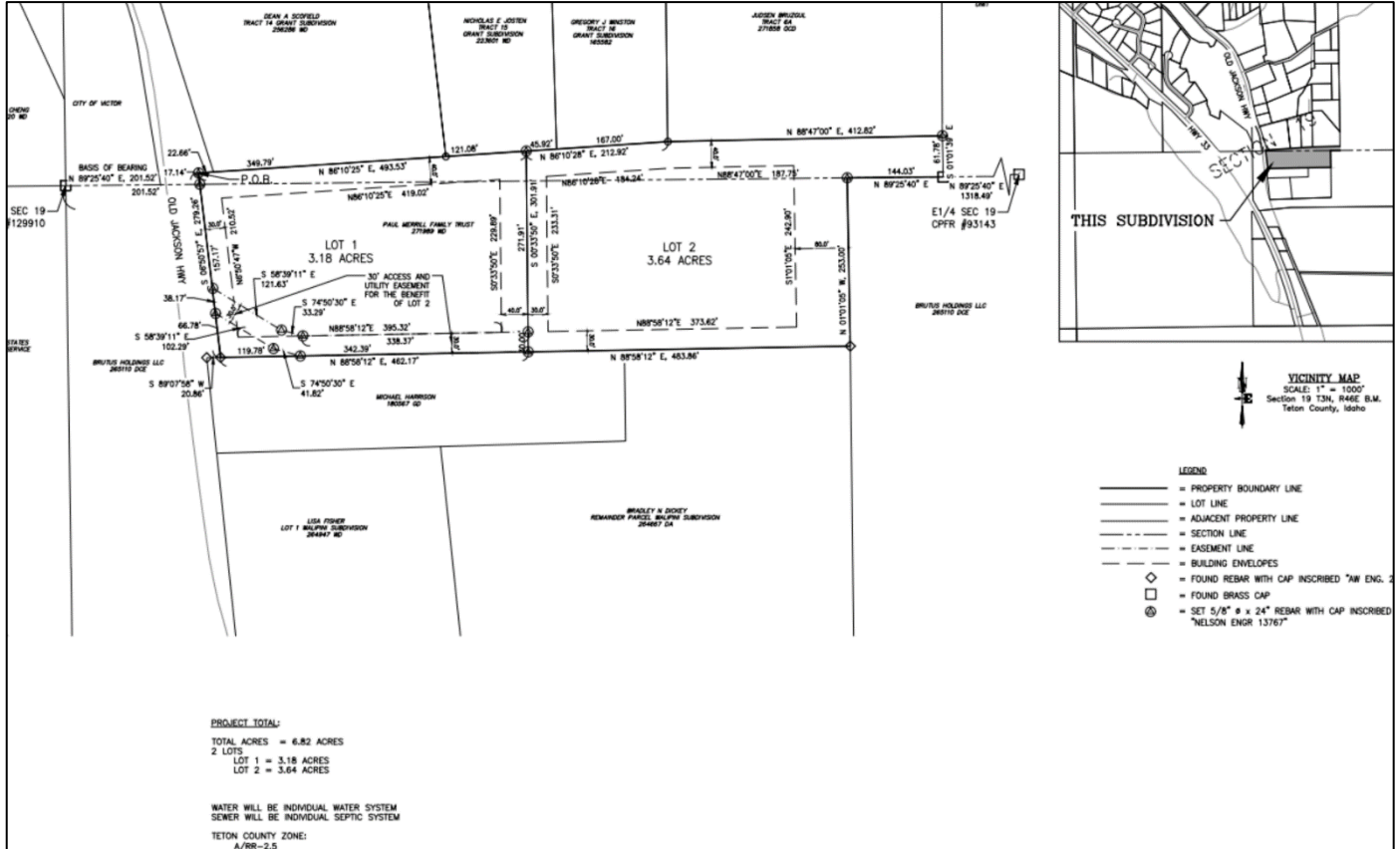


EXHIBIT C COST ESTIMATE



JOB ESTIMATE

Project ID:

038628

ASSEMBLY	INSTALL/RETIRE	QUANTITY	ASSEMBLY DESCRIPTION	ASSEMBLY COST
4ACSR	EXISTING	1,718	CONDUCTOR 4 ACSR SWANATE	
A1	EXISTING	2	1 PH VERT SINGLE PIN SUPPORT	
G105	EXISTING	1	SGL PHS TRX MNT TANGT CSP	
M2-11	EXISTING	2	GROUND ASSEMBLY - ROD TYPE	
P40-4	EXISTING	2	POLE - 40' CLASS 4	
UA1	EXISTING	1	1 PHASE PRIMARY UG TAKE OFF	
UM5-2	EXISTING	2	SECONDARY DIP 2" CONDUIT	
UM6-8-2P	EXISTING	1	2" BY 5' CONDUIT EXTENSION	
4/0T-USE	INSTALLED	40	CABLE 600V 4/0 SWEETBRIAR	464.00
A1	INSTALLED	1	1 PH VERT SINGLE PIN SUPPORT	657.30
BASE PERMANENT	INSTALLED	1	BASE PERM	500.00
G105	INSTALLED	1	SGL PHS TRX MNT TANGT CSP	773.82
M2-11	INSTALLED	1	GROUND ASSEMBLY - ROD TYPE	759.17
P40-4	INSTALLED	1	POLE - 40' CLASS 4	2,519.48
UM5-3	INSTALLED	1	SECONDARY DIP 3" CONDUIT	991.43
UM6-4N	INSTALLED	1	MTR INSTAL, UG SOURCE	
Total Cost of Construction:				6,665.20
<hr/>				
DEDUCTED FROM CONSTRUCTION				
G105	INSTALLED	1	SGL PHS TRX MNT TANGT CSP	-773.82

Residential Credit: 0.00

Commercial Credit: 0.00

Irrigation Credit: 0.00

Miscellaneous Adjustment: 0.00

AMOUNT DUE FROM MEMBER: 5,891.38

HL Excavation
 PO Box 363
 Victor, ID 83455 US
 5172028543
 MHLexcavation@gmail.com



Estimate

ADDRESS

Paul Merrill
 Old Jackson HWY
 Victor, ID 83455

ESTIMATE # 1012

DATE 04/04/2023

EXPIRATION DATE 04/30/2023

	DESCRIPTION	AMOUNT
02 Site Work	Site Work - spread excavated soil over existing driveway for revegetation by owner. Reuse material if possible.	1,000.00
02 Site Work	Site Work - Cut new driveway per plat (coming soon), 12" pit run, 4" crushed layer wearing surface.	6,000.00
Mobilization	Equipment mobilization.	750.00
Relocate driveway to South side of property. Tie into existing pad. Spread soil on existing driveway for revegetation by owner.		TOTAL \$7,750.00

Accepted By

Accepted Date

25% deposit due upon signing Contract with HLE prior to performing work.
 All past due balances are subject to a SERVICE CHARGE of 1.5% per month.
 Fuel surcharge is applied when the cost of diesel is above \$5.00/gallon and will be applied as a percentage (5%) of the entire bill.

EXHIBIT D
FORM OF CERTIFICATE OF
SUBDIVISION COMPLETION



Permit No. _____

APPLICATION AND PERMIT TO WORK WITHIN COUNTY RIGHT OF WAY
TETON COUNTY ROAD AND BRIDGE DEPARTMENT

Permittee Paul Merrill Phone _____
Type or Print

Address 10 Moulton Lane PO Box _____
Street

Victor ID 83455
City State Zip

Road Name _____ Subdivision Name _____

Location (grid address **must** be correct) SEC 19 T3N R46E

Start Date _____ Estimated Completion Date _____

Approach: Single residence Subdivision Commercial Agriculture Other

Type Of Work (Detailed Description) _____

Excavation By _____
Company Name Contact Phone

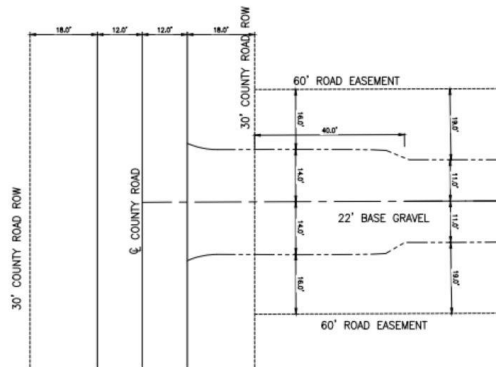
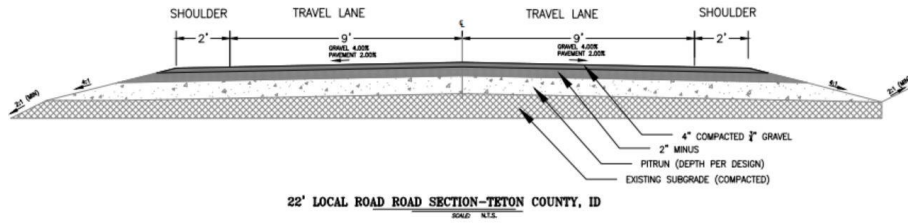
CULVERT REQUIRED: YES NO (To be determined by Teton County Road and Bridge Department)
 CULVERT SIZE: _____ (Culvert size to be determined by the applicant, minimum culvert size is 18-inches)
 If a culvert or bridge is installed over a canal, applicant must coordinate with the irrigation or canal company.

MAILBOX INSTALLATION: YES NO If a mailbox is installed at a location it must be on a break away post at least 8' feet off the traveled roadway (in accordance with U.S. Postal regulations).

GENERAL REQUIREMENTS

1. A fee is required and due with the permit application. The fee is \$30.00 per approach or for right of way work for a single residence, and \$60.00 per approach or for right of way work for a Subdivision or Commercial use.
2. The Local Highway Jurisdiction (LHJ) may change, amend or terminate this permit or any of the conditions herein enumerated if permittee fails to comply with its provisions or requirements as set forth herein.
3. Approaches shall be for the bona fide purpose of securing access and not for the purpose of parking, conducting business, or servicing vehicles on the public right-of-way.
4. No revisions or additions shall be made to an approach or it's appurtenances on the public right-of-way without the written permission of the LHJ.
5. The permit tee shall furnish all material, labor and equipment involved in the construction of the approach and it's appurtenances. This shall include furnishing approved drainage pipe of a size specified on permit.
6. The LHJ reserves the right to require the permittee, its successors and assigns, at any time, to make such changes, additions, repairs and relocations to any approach or its appurtenances within the public right-of-way as may be necessary to permit the relocation, reconstruction, widening, drainage, and maintenance of the roadway and/or to provide proper protection to life and property on or adjacent to the roadway
7. Approaches shall conform to the plans made a part of this permit. Adequate drawings or sketches shall be included showing the design, materials, construction requirements and proposed location of the approach. All approaches shall be in accordance with Exhibits 9 and 13 of the Manual for Use of Public Right-of-Way Standard Approach Policy.

EXHIBIT E ACCESS PLAN



ENTRANCE AND ACCESSSES
TO SUBDIVISION
**WHITE OWL
SUBDIVISION**
a subdivision of RP03N46E197800

Located In
N 1/2NW1/4
Section 19
Township 3 North,
Range 46 East of the B.M.,
Teton County, Idaho

Sheet
2 of 2

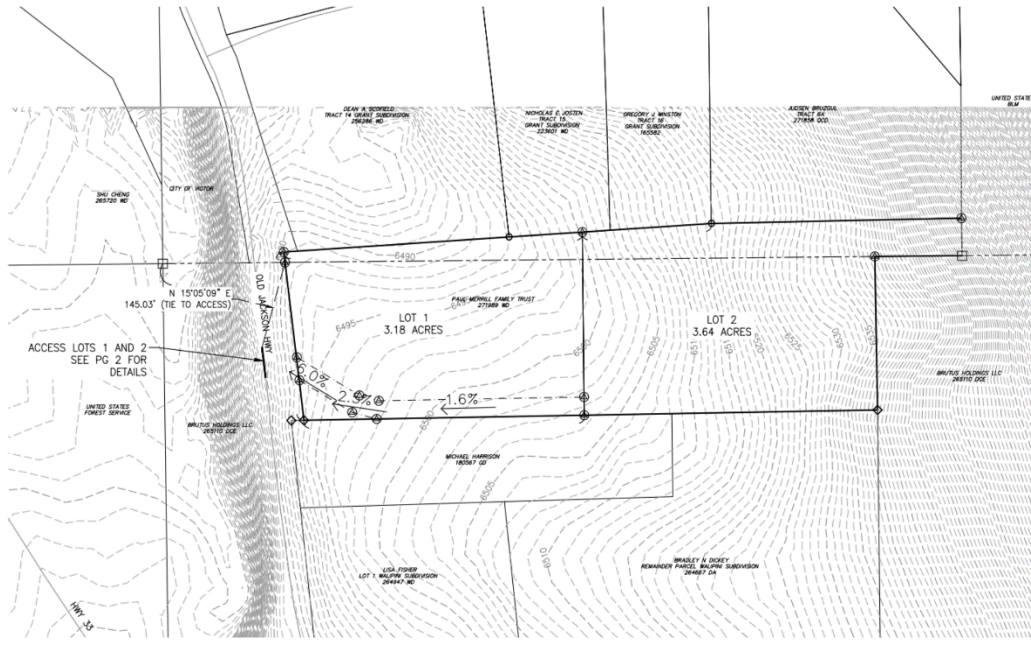
**NELSON
ENGINEERING**

P.O. BOX 1500, JACKSON WYOMING (307) 733-2087

SURVEYED BY: NE DRAWING PROJECT NO. 22-055-01 DATED: 5-4-2023

ENTRANCE ACCESSES & INFRASTRUCTURE PLANS WHITE OWL SUBDIVISION

Part of N 1/2NW1/4 Section 19 Township 3 North, Range 46 East of the B.M., Teton County, Idaho



- SUBDIVISION NOTES**
1. TOTAL ACRES = 79.73 ACRES
 2. NUMBER OF LOTS: 2
 3. ROADS = 14' ACCESS APPROACH STANDARDS
 4. NO PUBLIC PATHS
 5. THE PROPERTY IS NOT IN A DESIGNATED WETLAND AREA.
 6. THE PROPERTY IS NOT IN A FLOOD PLAN.
 7. NO SIGNS REQUIRED FOR 2 LOTS.
 8. INDIVIDUAL STANDARD MAIL BOXES ON POST BY OWNER
 9. NO FIRE PROTECTION SYSTEM REQUIRED.
 10. NO NEW ROAD CONSTRUCTION.

- INFRASTRUCTURE CONSTRUCTION NOTES**
1. THE OWNER/DEVELOPER WILL INSTALL NEW COUNTY STANDARD ROAD APPROACHES TO EACH LOT FROM THE COUNTY ROAD.
 2. MAIL BOXES WILL BE THE OWNERS RESPONSIBILITY AT TIME OF OCCUPANCY OF RESIDENCE IF THEY DESIRE.
 3. THE LOT OWNER WILL BE RESPONSIBLE FOR ELECTRICAL TIE INTO EXISTING OVERHEAD POWER LINE.
 4. NO OTHER INFRASTRUCTURE WORK IS REQUIRED BY TETON COUNTY AT THIS TIME.