KATHY SPITZER

Teton County, ID Prosecutor kspitzer@co.teton.id.us

WHAT WAS AGREED?

Development agreements don't tell us much

Motions were ambiguous

20220630H9*09*M4*03

ONE YEAR IMPROVEMENT GUARANTEE LETTER

KEARSLEY	ACRES	SUBDIVISION

KEARSLEY ACRES SURDIVISION	
THIS AGREEMENT is made and entered into this	93
It is the intest and purpose of the Developer to meet the conditions of approval for the final plat allowing the creation of Kennsley Acres Subdivision, as approved by the Feton County Commission on , 206_; and	Tom Stuetty, a
The first intend and assumes a City Physics with the city of the c	

It is the intent and purpose of the Developer to obtain final plat approval for the subdivision. It is 🚡 the intest and perpose of the Developer and the county to enter into this Agreement, which will guarantee the fall and satisfactory completion of the improvements on the property described in this Agroessors. It is the intent of this Agreement and the parties to satisfy the improvement gustantee requirements for the final plat recordation of the subdivision.

in consideration of the mutual covenants and conditions contained herein, it is agreed as follows:

Section 1. Subdivision Description. This agreement periains to and includes that property. which is designated and identified as Kearsley Acres Subdivision, located in a portion of the East half East half Southwest quarter of Section 4, Twp. 3 N., Reg. 45 E., B.M., in Teton County, Idebu.

Section 2. One-Year Generantee of the Improvements. The Developer generatees the prompt and satisfactory correction of all defects and deficiencies in the improvements that occur or become evident within one year after acceptance of the improvements by the County. If such defect or deficiency occurs or becomes ovident during such period, and then the Developer shall, within ten days after written demand by the County to do so, correct it or emise it to be corrected. If the defect or deficiency cannot be reasonably corrected within ten days after written demand from the County, the Doveloper shall commance the correction of the deficiency within the ten-day period and proceed with reasonable diligance to correct the same or cause it to be corrected. The guarantee 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.

Developes does hereby agree that all second lots and common areas will be maistained by the Developer at the Developers sole expense. Once the Kesnsley Acres Homsowners' Association is crossed and functioning, said Association will assume responsibility for common areas. Developer will continue to maintain any usueld lots at developers' sale expense until said lots are sold,

IN WITNESS THEREOF

The undersigned have executed this instrument this & day of Decembe the year 2008.
Vane Keselicy Samantha Keamber Louise
STATE OF) COUNTY OF)
On this & day of Decem hav, before me, the undersigned, a Notary
Public in and for said State, personally apposited Votets Hours Joy
and Jamenthe Krowstry known to me so
be the persons whose name(s) are subscribed to the within instrument, and acknowledged
to me that they succeited the same. IN WITNESS THEREOF, I have becomes act my
hand and affixed my official seal the day and year in contificate above written.
My consistion expères: 6/8/2010 Victor, Idoko PUBLIC PUBLIC

WHAT WAS DONE?

Plats and/or Master Plan Recorded

Lots Sold

Money Spent

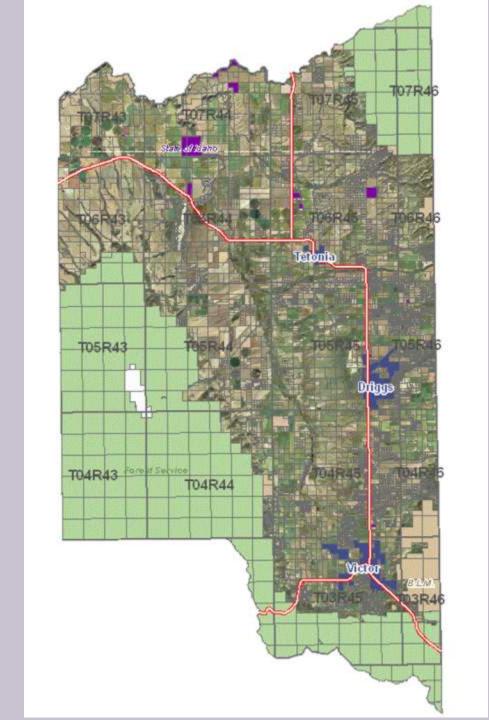
Replat Ordinance (Carrot)

Vacations (Stick)

ANGIE RUTHERFORD

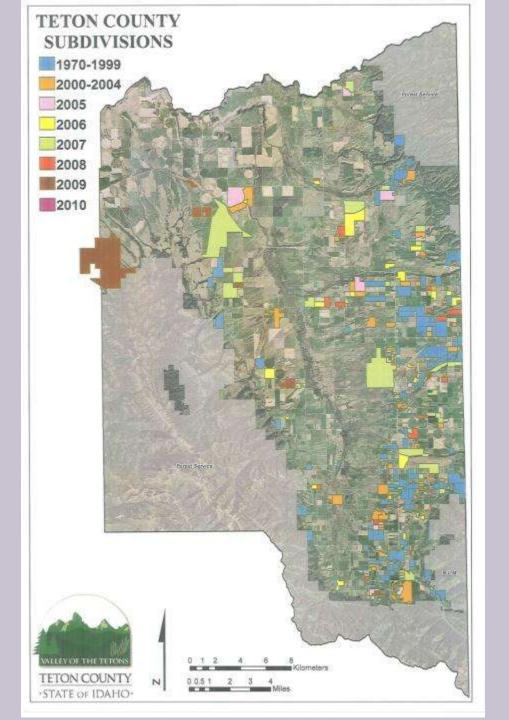
Teton County, ID Planning Administrator arutherford@co.teton.id.us

STATE OF IDAM

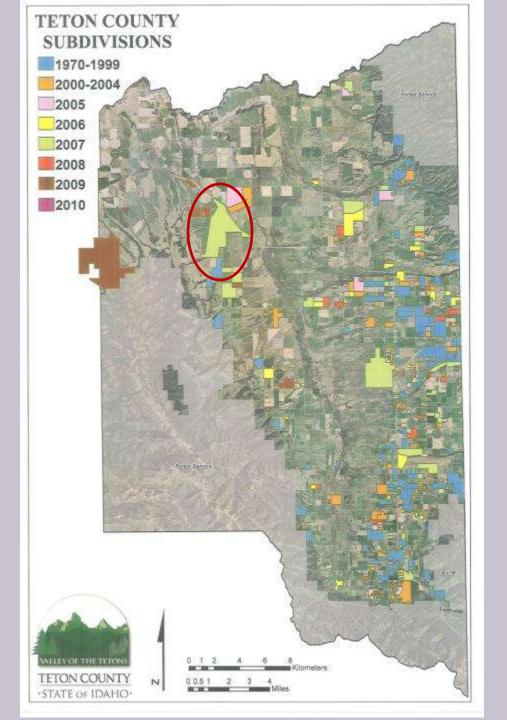


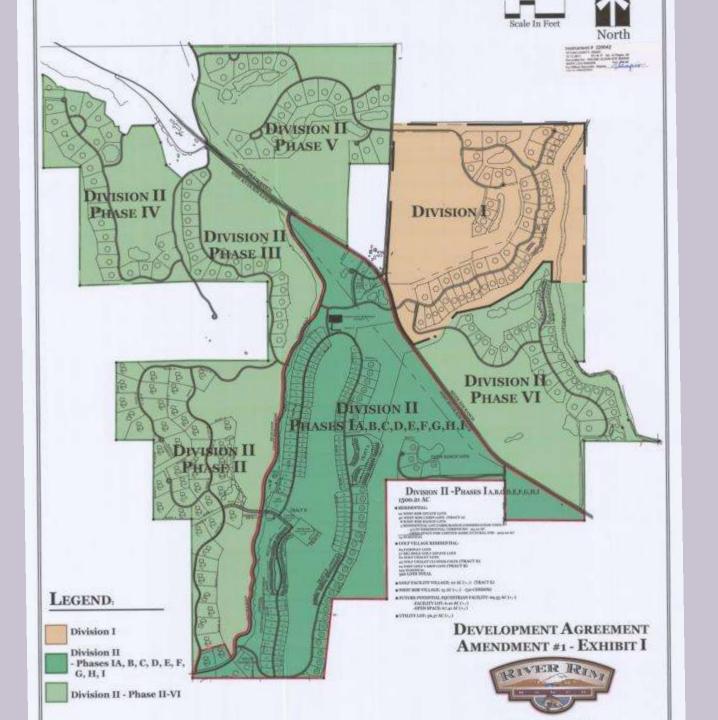






Can a Subdivision be Too Big to Fail?







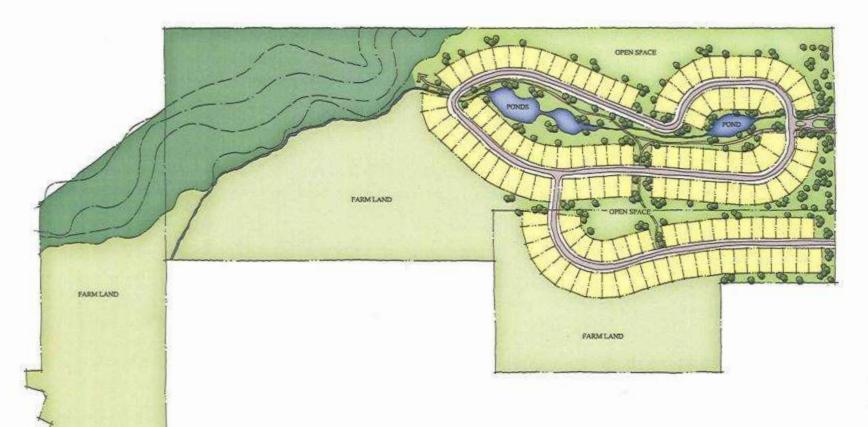
#	TRACT	PHASE I	PHASES II - VI	DIVISION II - MASTER PLAN SUI	MMARY T	ABLE					
A	WEST RIM CABINS	36.82 AC.		AREA	BLOCKS	LOT	2010	OPEN COLCE	LINETE	LOTE	TOTAL
В	EAST GOLF CABINS	10.09 AC				ACRES	ROAD ACRES	OPEN SPACE ACRES	UNITS	LOTS (C)	TOTAL ACRES
С	BIG HOLE CHALE IS	25.52 AC.	-		-	ACKES	VCKE	ACRES	161	101	ACKES
D	GOLF VILLAGE CHALETS	4.00 AC	*	PHASE I							
E	GOLF VILLAGE FACILITIES	10.33 AC.	*	WEST RIM - RESIDENTIAL	2 - 10	322.79			159	5	-
F	UTILITY LOT	36.16 AC.	-	WEST RIM CABIN UNITS	TRACT A	36.82	25	2	40	-	-
G	0&M	6.22 AC.	-	EAST GOLF CABINS	TRACT B	10.09			24		
11	SOUTH CANYON CABINS		13.59 AC.					terreliwer-			
1	AG & REMAINDER FARM TRACT	59.52 AC.		CHALET LOTS	TRACTC	25.52	7	350	62		
1	GOLF LOT	278.90 AC.		GOLF VILLAGE CHALETS	TRACT D	4.00	-	-	45	-	-
K	SHARK POND COMMONS		2.92 AC	WEST RIM VILLAGE COMMERCIAL	1	19.70			30	9	
L	PARK		9.65 AC.	GOLF VILLAGE *	TRACTE	10.33	-	-	-	1	12
М	OPEN SPACE	66.44 AE.	- 1	0& M*	TRACT G	6.22				· ,	
M-1	TRAIL / OPEN SPACE	0.80 AC	-		IMALIU					,	
Z	WEST RIM VILLAGE PARK	10.99 AC	-	PHASE I TOTALS		435.92	68.28	942.85	360	10	1447.05
0	OPEN SPACE	84.68 AC.	- 1	PHASES II - VI	T			-			
P	OPEN SPACE	40.31 AC.	-	PHASES II - VI	TOACTC						
Q	OPEN SPACE	54.77 AC.	4		TRACTS W. U(1-3), V.W.						
R	OPEN SPACE	3.19 AC.	-	WESTERN HIGHLANDS - PHASE II	X,Y & Z-1	400.49	52.03	335.81	45	-	788.33
5	OPEN SPACE	4.42 AC.	-	CENTRAL PLATEAU - PHASE III	BLK 10 - 14 15 - 17	106.81	16.93	26101	21		384.75
T	OPEN SPACE	2.70 AC	-		100	0.0000000	100000	(7,7,7,6,7)	2.77	- 2	J. 57/00/02
U-1	FARM / RANCH CONSERV. UNIT		177.29 AC.	WEST PLATEAU - PHASE IV	18 - 21	192.79	21.02	279.89	25		493 70
U-2	FARM / RANCH CONSERV. UNIT	-	102.60 AC.	NORTH PLATEAU - PHASE V	22 - 25	173.88	19.18	484.10	24		677.16
ν	OPEN SPACE	-	25.65 AC.	SOUTH CANYON - PHASE VI	26-29, H, L	157.05	18.77	512.65	55	-	688.47
W	OPEN SPACE	-	13.81 AC.	PHASES II - VI TOTALS	-	1031.02	127.93	1873.46	170	-	3032.41
X	OPEN SPACE	-	0.85 AC.	THE SECTION OF THE SE		705 102	147.72	10.3.10			2022.71
Υ	OPEN SPACE	-	3.03 AC.	RESERVE UNITS	-	-	-		22		
Z-1	OPEN SPACE	-	10.51 AC.	DIAT CHANADY TOTALS	T	1467.06	196.21	** 2816.31	*** 552	10	4479.46
Z-2	FARM / RANCH CONSERV. UNIT	299.97 AC.	-	PLAT SUMMARY TOTALS		SEESTINGS.	1600000	6209/08	(327)	000	4472.40
				* TRACT SUBJECT TO ADDITIONA ** OPEN SPACE MINIMUM REQUIRE *** TOTAL RESIDENTIAL LOTS AND	MENT 2700 A	CRES PER L	DEVELOPME	NT AGREEMENT.		AYOJTS.	



Financing Challenges









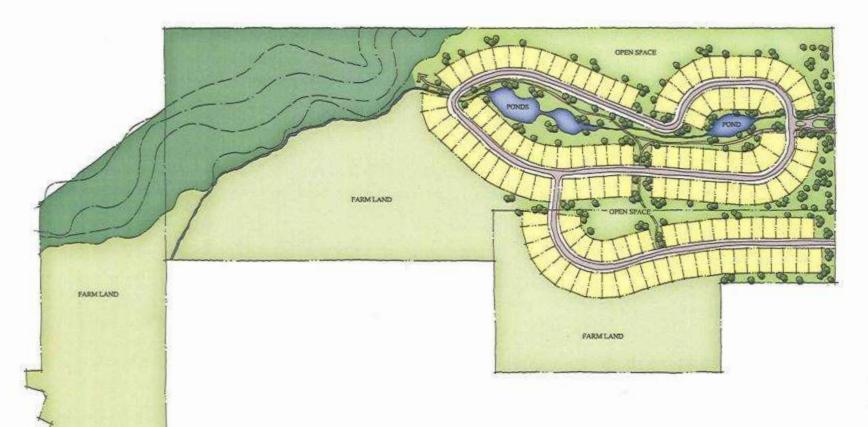
Concept Plan

TARGHEE HILL ESTATES

LAND EQUITY PARTNERS 10B PINEBROOK ROAD PARK CITY, UTAH









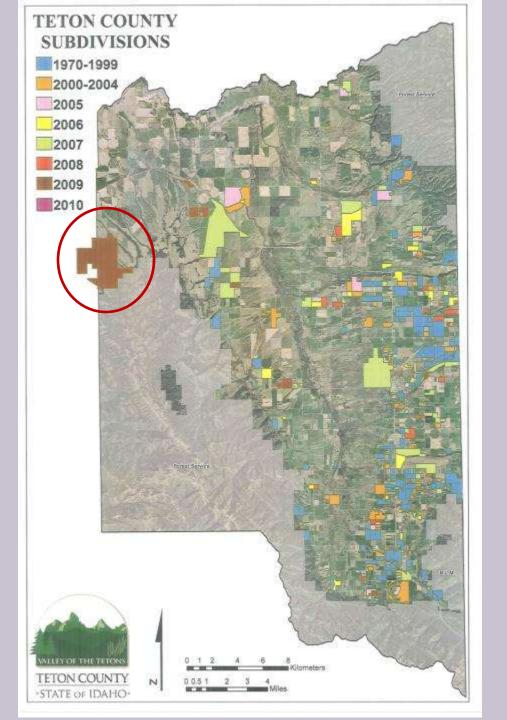
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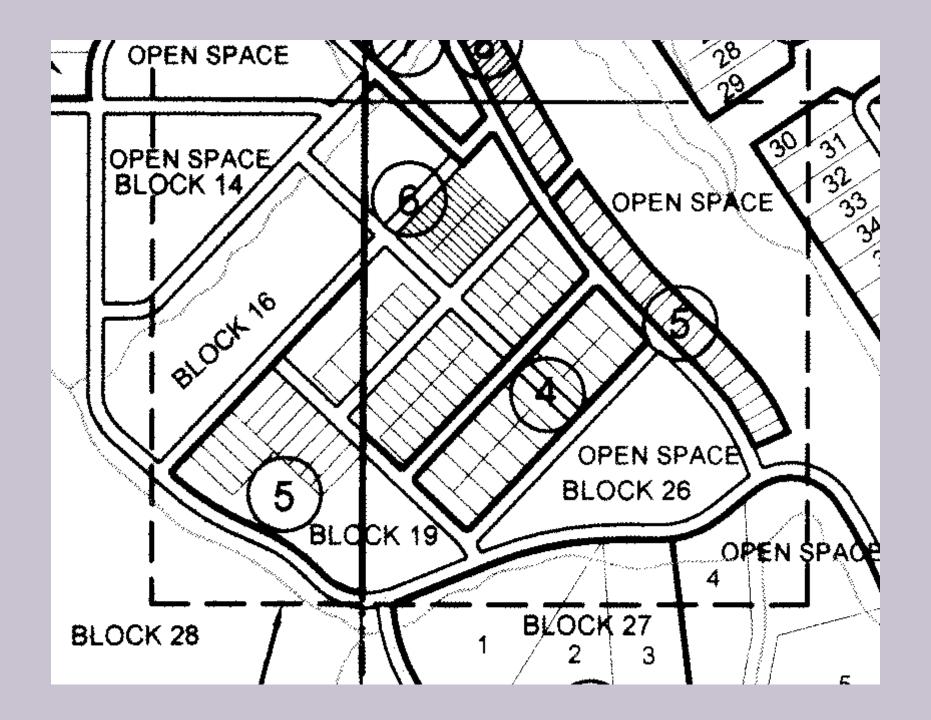


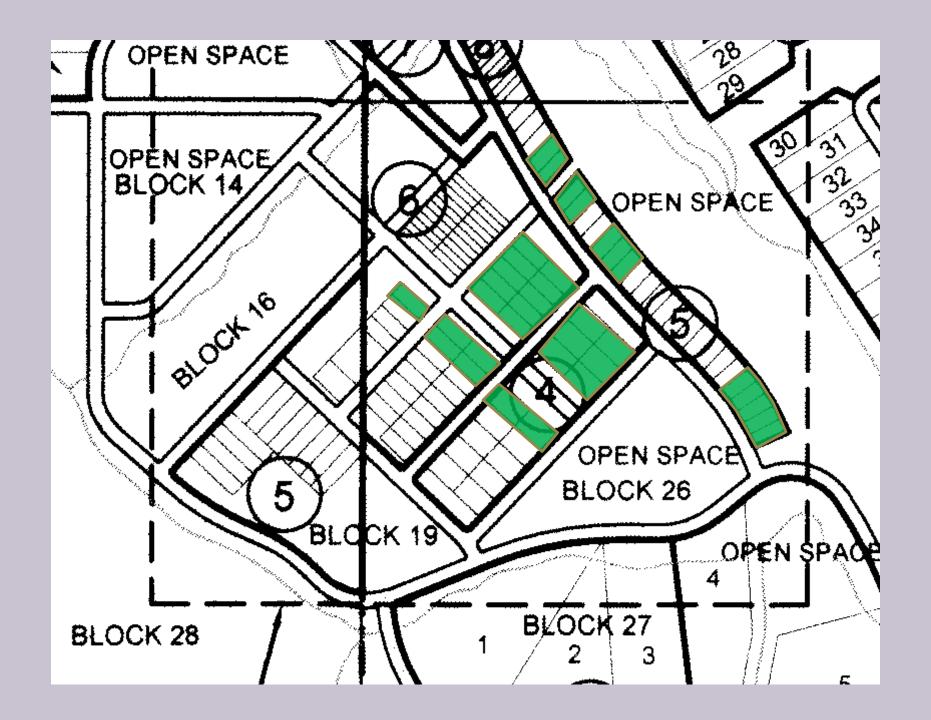
What constitutes a significant decrease of impacts?

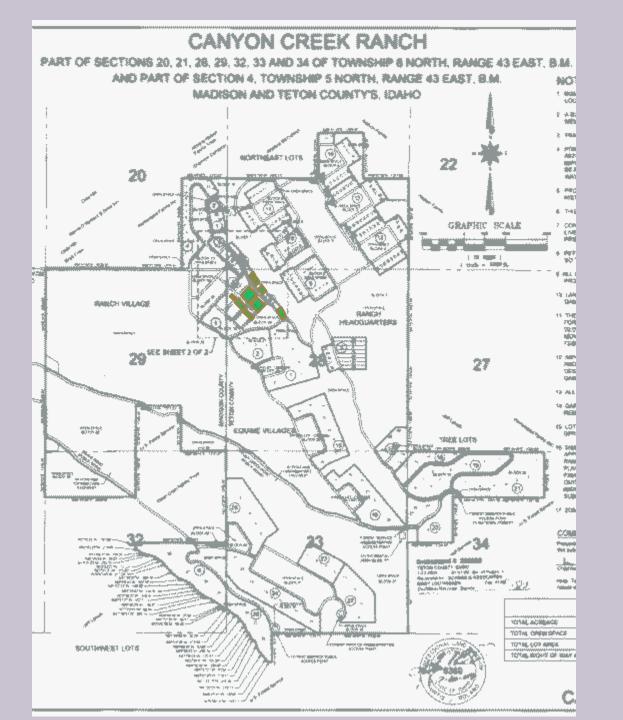


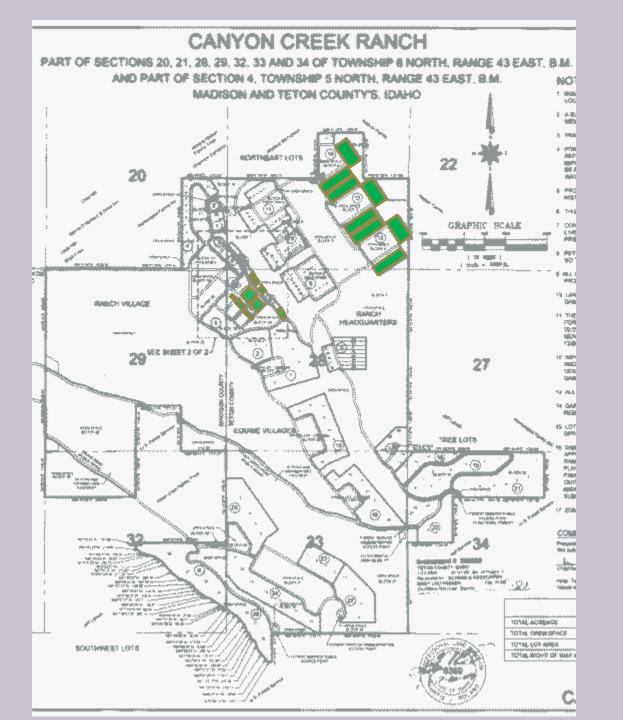


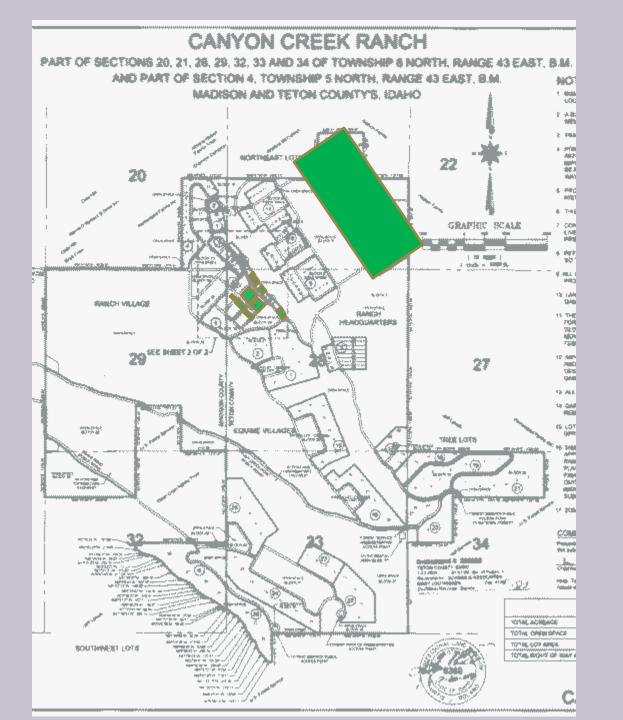


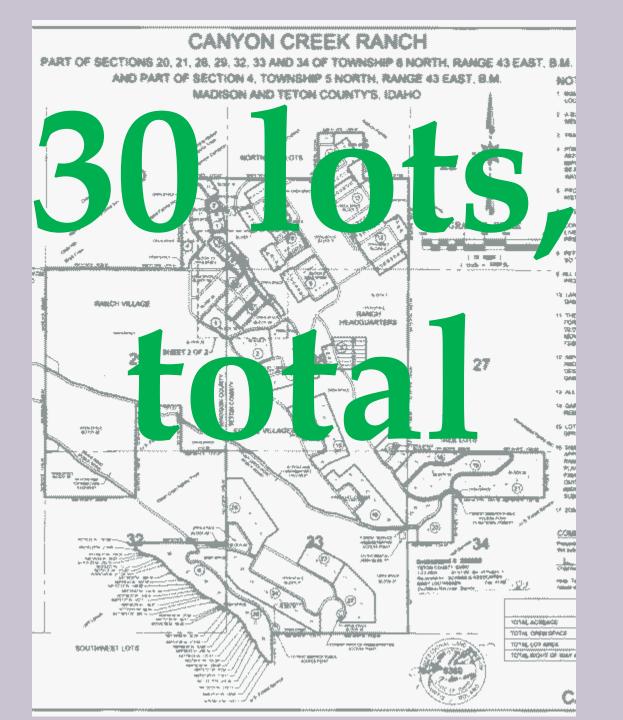




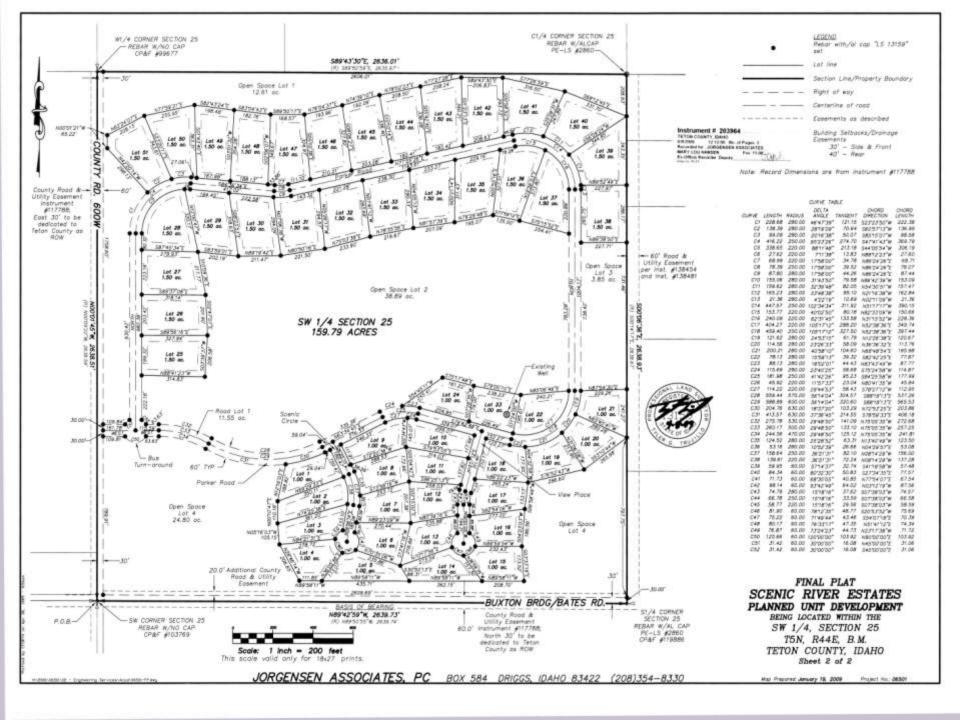


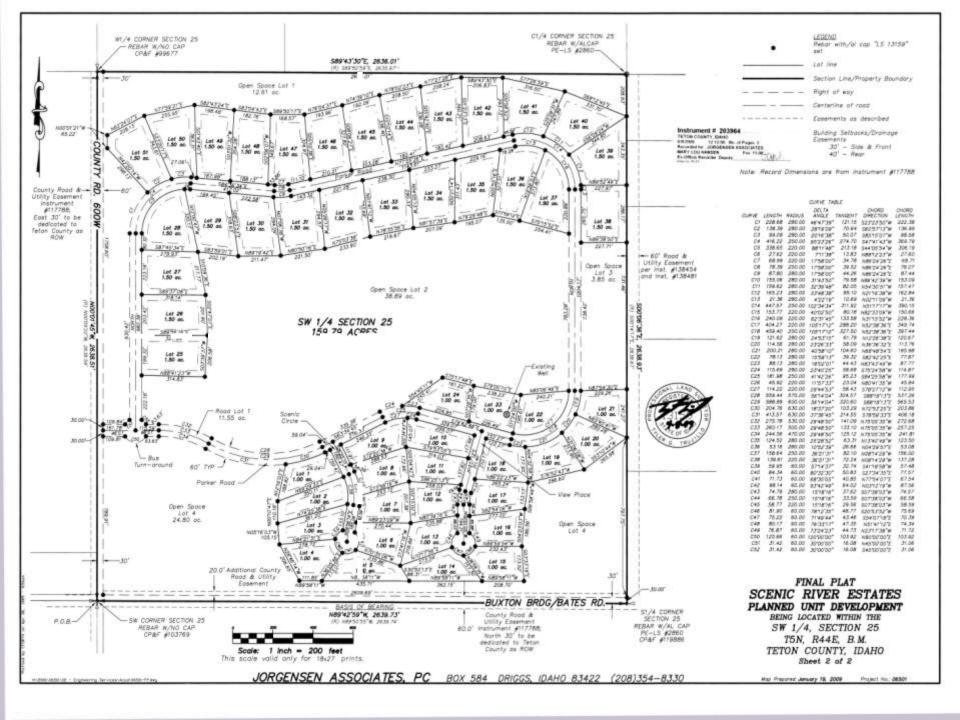




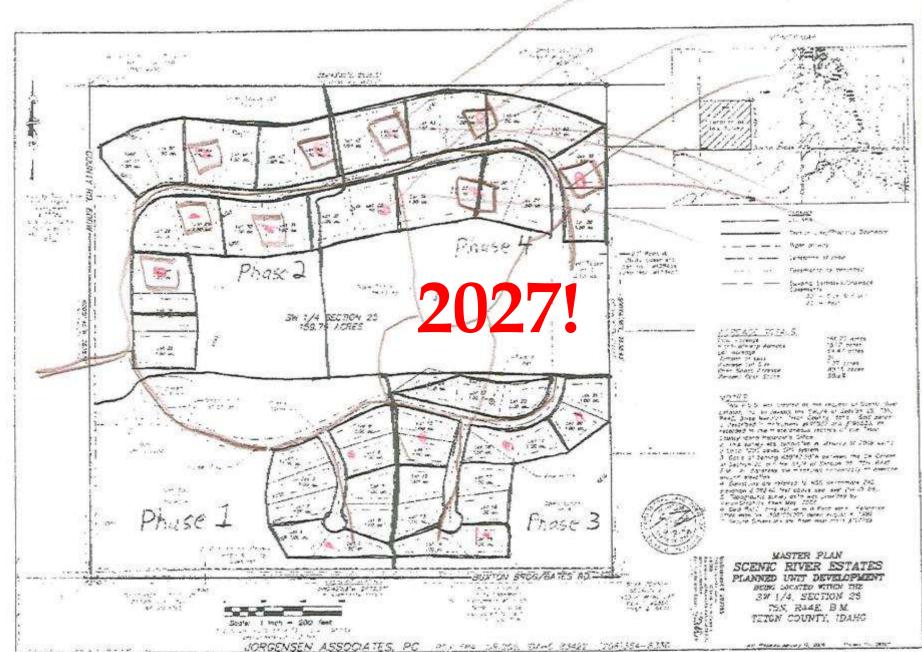


De-facto Extension

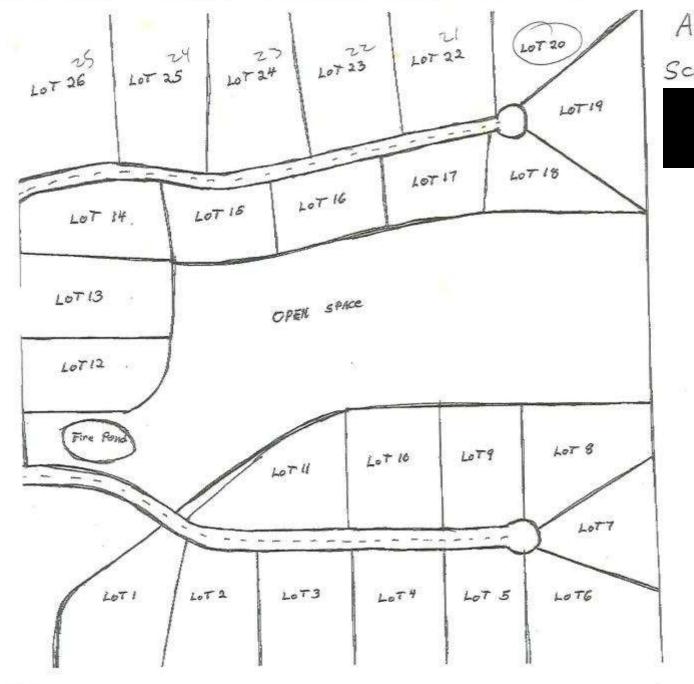








Maritime and Art Maria



ATT. Kurt Scienic River



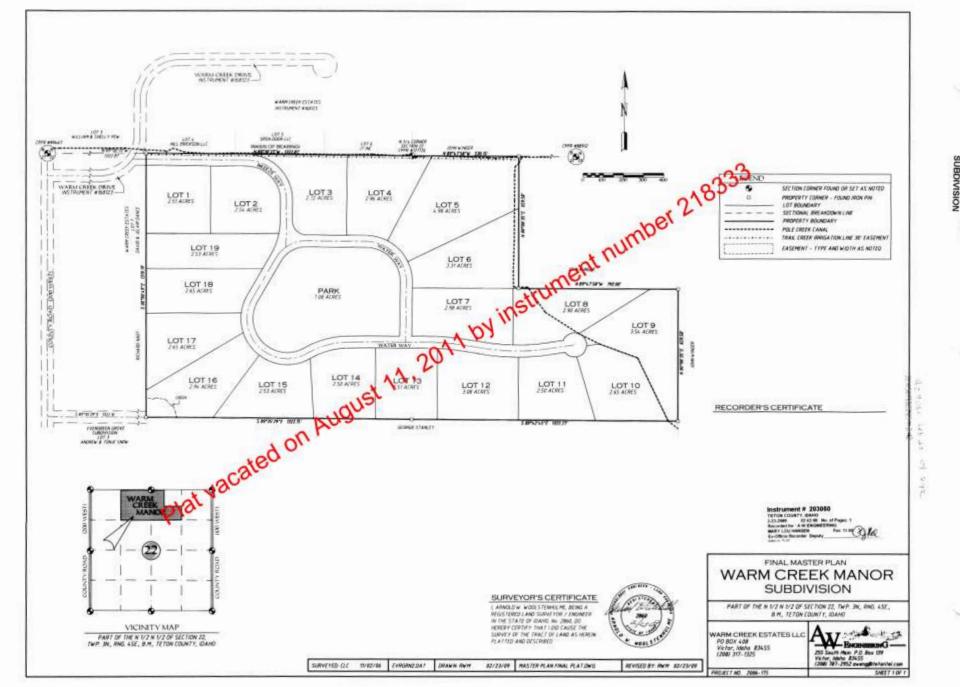
90 days

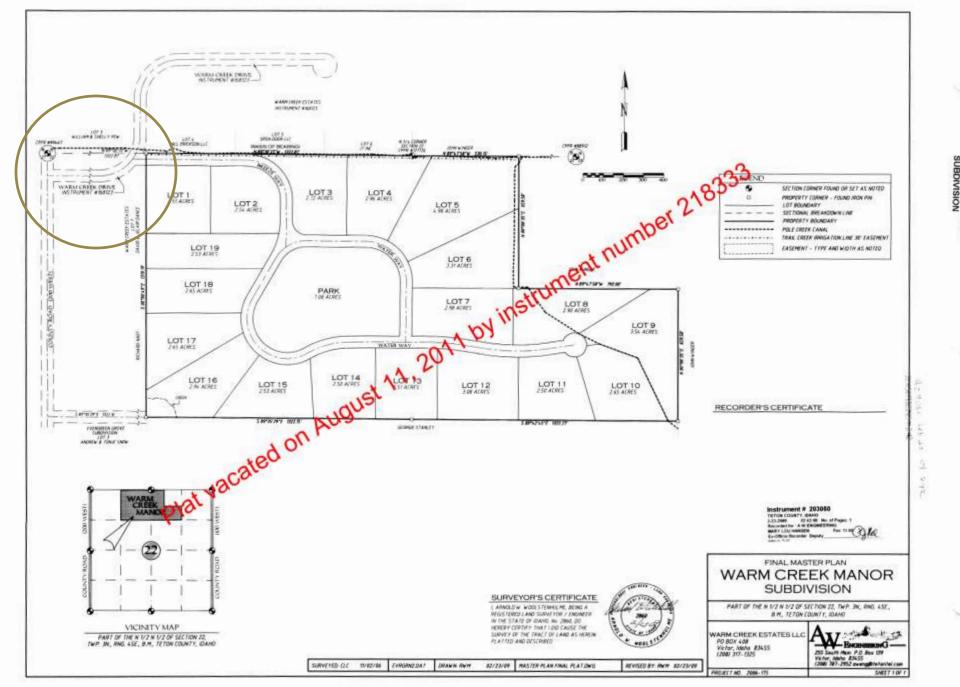
Clay/S

Unanticipated lssues









Area of Impact

