DEVELOPER'S AGREEMENT for Corona Valley Subdivision

This Development Agreement for Corona Valley Subdivision (insert project name) ("the agreement") is made and entered into on the _____ Day of _____, _____, by and between the City of Driggs, Idaho, (hereinafter referred to as "City") and LLKM Properties, LLC (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer owns property described and shown on Exhibit "A" attached hereto and incorporated herein;

WHEREAS, LLKM Properties, LLC (insert development name) is subject to an approved Master Plan and Phasing Plan, attached as Exhibit "B" and "C"

WHEREAS, Developer intends to construct Corona Valley Subdivision within the Property pursuant to the Improvement Plans, attached as Exhibit "D;"

WHEREAS, The City has the authority to approve a subdivision preliminary plat and the construction of improvements proposed for the Property;

WHEREAS, the City has approved the Corona Valley Subdivision Preliminary Plat and improvement plans subject to this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the covenants and promises set forth herein, and for other good and valuable consideration

1. The Developer, without right of contributions or reimbursement from the City, shall pay all development costs.

2. Development of the property shall at all times conform to all applicable provisions of the City's adopted code, comprehensive plan, zoning ordinances and other applicable laws, rules and regulations of any governmental entity having jurisdiction or control over any part or stage of the development. In particular, the Developer must abide by the City's most current edition of the Public Works Standards and Technical Specifications for its construction and building of any roads, water system, sewer system or fire protection system. The Developer must comply in full with this Development Agreement, approved Improvement Plans and any approved Construction management Plan.

3. Phased Development: This project will be completed in phases. The phases are described as follows (Exhibit "C"). This development agreement establishes approval of Phase 1 improvements. Each future Phase will go through the subdivision process, requiring preliminary plat approvals prior to construction.

4. Improvement Plans: Prior to recording of the Final Plat for any development phase of Corona Valley Subdivision Developer shall complete construction of all public improvements required to serve such phase of the development as shown on the attached Master Plan and Phasing Plan (Exhibits "B" and "C") and approved Improvement Plans (Exhibit "D", the "Improvement Plans"). The Improvement Plans show, for all development phases, the streets, pathways, open space improvements, sewer lines, water lines, storm water systems, street signs, lighting, traffic control devices, and other improvements proposed by the Developer or required by the City in accordance with adopted standards or as a condition of (insert whatever approval stage) approval. The Improvement Plans also show the proposed location of other utilities (telephone, electricity) and any irrigation facilities affected by construction of the Development.

5. Timeline to Install Improvements: The Development of the Property will be developed in a series of phases per the attached Phasing Plan (Exhibit "C"). Each phase shall enjoy the rights conferred by and be subject to the terms of this Agreement. Each phase shall be developed in accordance with City's then applicable and lawful ordinances, regulations, and processes with respect to construction, and Developer shall have the discretion to decide in what order such phases of development proceed after Phase I and so long as each phase is adequately served by City Services and approved by the City. All Improvements shown on the Improvement Plans shall be installed for each phase of development within two (2) years from the date of the site development approval letter being issued for each associated development phase. The timeline to install Improvements shall be extended for any delays caused by the City by a period of time corresponding to such delays caused by the City. Developer may be excused from performing any of its obligations hereunder, in whole or in part, to the extent that the inability to perform is caused by a natural disaster, war, riot, civil commotion, explosion, fire, government action, court order, epidemic or other circumstance beyond its reasonable control (a "**Force Majeure Event**"). Developer will not be deemed to be in default of or to have breached any provision of the Agreement as a result of a Force Majeure Event.

6. Sewer Service: The Developer shall install central sewer lines, manholes, and other appurtenances as per the Improvement Plans provided by Connect Engineering and Survey, and approved by the City. Sewer collection system improvements shall be dedicated to the City, after the City has accepted the improvement, subject to the terms of this Agreement.

7. Water Service: The Developer will install central water lines and appurtenances as per the Improvement Plans provided by Connect Engineering and Survey, and approved by the City. Water facility improvements will be dedicated to the City, after the City has accepted the improvements, subject to the terms of this Agreement and the following conditions:

a. The Developer will install water services for each lot as per drawings and specifications provided by (Connect Engineering and approved by the City. Water services will be owned and maintained by the developer until the lot is sold, at which point it is the responsibility of the property owner.
b. Prior to recording of the final plat for each phase of the Development Corona Valley Subdivision, Developer shall complete a transfer of water rights to the City of Driggs to fully offset the water demand for that phase of the Development, using the ratio of 0.85 gallons per minute of water demand per residential unit.
c. The City's water system hydraulic modeling, as detailed in the Keller Associates Technical Memorandum dated March 5, 2026, demonstrates that the existing water distribution system can adequately serve only Phase 1 of the Development (as depicted on Exhibit "C" – Phasing Plan) with respect to domestic demands, peak hour demands, and required fire flows under the modeled conditions (including the 5 psi factor of safety).
    i. Prior to recording of any Final Plat for Phases 3, 4, or 5 (or any additional development beyond a total of 80 units), the Developer shall, at its initial sole expense, design and construct those off-site water system upgrades identified by the City Engineer that are reasonably necessary to serve, and proportional to the water demand generated by, such additional phases. All such off-site upgrades shall be designed by a licensed Idaho Professional Engineer, reviewed and approved by the City Engineer, and constructed in accordance with the City's Public Works Standards and Technical Specifications and all applicable IDEQ requirements.
    ii. Per City of Driggs Code 8-3-13, the development agreement for whatever phase requires those improvements can include a clawback / reimbursement provision for such off-site water system upgrades.
    iii. The Developer shall relocate the existing 18-inch City water trunk line in Phase 1 of the Development. The relocation shall be designed and constructed in accordance with the approved Improvement Plans (Exhibit "D"), the City's Public Works Standards and Technical Specifications, and all applicable IDEQ requirements. The relocated trunk line shall be installed within a minimum 20-foot dedicated easement centered on the new main. All costs associated with the design, relocation, abandonment (if applicable), and testing of the trunk line shall be borne solely by the Developer. The relocation shall be completed and accepted by the City Engineer prior to recording of the Final Plat for Phase 1.

8. Roads: The Developer will install roads and other improvements in the public right-of-way and private road easements as per the Improvement Plans provided by Connect Engineering and Survey, and approved by the City, and may be constructed in phases, in accordance with the approved phasing plan. Road

improvements within the public right of way platted by the Development will be publicly owned and maintained upon acceptance by the City, subject to the terms of this Agreement. The following conditions also apply:

a. Developer agrees to be responsible during construction of the Development for ensuring that no road within the Development shall be allowed to exist in a condition that would violate any existing City Ordinance, Regulation, or Statute in existence at the time of this agreement.
b. The Developer is responsible for this development's proportionate share of off-site improvements as determined by the accepted Traffic Impact Study (TIS). The total cost of improvements indicated in the TIS is $271,800.43 ($7,065.56 per unit/lot within the 180 unit master plan). The Developer shall submit payment of this fee in proportion to the impact of each unit, prior to issuance of a building permit for each unit.
c. The Developer shall initially bear the full cost of constructing the full 60-foot right-of-way residential collector street in accordance with the City's Public Works Standards and Technical Specifications and the approved Improvement Plans (Exhibit "D"), with the roadway centerline aligned with the centerline of the ultimate 60-foot right-of-way. Construction of the full Dalley Avenue cross-section (including both the southern and northern halves of the right-of-way) shall occur as part of Phase 4 of the Development, as shown on Exhibit "C" – Phasing Plan.
d. The Developer shall remove and replace the existing six-foot (6') valley gutter crossing 5th Street at the intersection of North 5th Street and East Harper Avenue with a concrete valley gutter matching the width and depth (approximately 10' x 2.5") of the valley gutters located on E. Little Ave. and in full compliance with the City of Driggs Public Works Standards and Technical Specifications. All work shall be performed under the direction of the City Engineer, with appropriate traffic control, saw-cutting, removal, and restoration of adjacent pavement, curb, and sidewalk as necessary. The upgraded valley gutter shall be completed and accepted by the City prior to recording of the Final Plat for Phase I
e. Developer shall construct curb bulb-outs (curb extensions) along Cowboy Trail on the south side of Ross Avenue at locations approved by the City Engineer/Public Works as part of Phase I. These improvements shall enhance pedestrian safety, shorten crossing distances, improve visibility, and calm traffic. Locations, dimensions, design details, landscaping, signage, and drainage improvements shall be shown on the Improvement Plans and approved by the City prior to construction.
f. Developer shall construct upgrades and expansions to the existing public restroom facilities located in the adjacent Mt. Shredmore park (as coordinated with and approved by City staff) as part of Phase I. The upgrades consist of finishing the currently roughed in 2nd restroom to be ADA-compliant, vandal-resistant, and designed for year-round or seasonal operation as determined by the City. Developer shall coordinate with City staff on location, design, plumbing tie-ins, permitting, and construction.

g. The Developer will remove the existing 8-foot asphalt pathway along Booshway Street and construct a new 10-foot asphalt pathway along the western edge of the Booshway right-of-way, relocating the pathway approximately 15 feet west of its current alignment. All pathway work will be completed in accordance with drawings and specifications prepared by the Developer and approved by the City. Upon completion, the pathway improvements will be dedicated to and accepted by the City, subject to this Agreement and the requirements of the Driggs Subdivision Ordinance.

9. Park Improvements: Designated park areas and constructed park improvements will be privately owned and maintained by the Developer or Home Owners Association, as provided for in the submitted Condominium Declaration, and open to the general public.

    a. Park improvements shall be constructed and dedicated in accordance with the following phasing schedule, as shown on Exhibit "C" – Phasing Plan and Exhibit "D" – Improvement Plans:

        i. The Northeastern Park, Block 1, Lot 11 (full-size and youth soccer/sports field with associated parking, benches, landscaping, and picnic pavilions) shall be fully constructed and dedicated to the City in Phase 1.
        ii. Additional park amenities on Block 8, Lot 13, including the playground area, pergola, and park benches within the stormwater pond park area, shall be constructed in Phase 1.
        iii. Open space improvements and amenities on Block 1, Lot 29, Block 9, Lot 5, & Block 10, Lot 1shall be constructed in Phase 2. This open space and all associated amenities will not be dedicated to the City of Driggs.

    All park improvements shall be constructed to City standards and the approved Improvement Plans. Upon completion and City acceptance of each phase's park improvements, the applicable park areas and associated amenities shall be dedicated to the City in fee simple via the Final Plat and a separate Warranty Deed, free and clear of all liens and encumbrances. Maintenance of dedicated park areas shall transfer to the City upon acceptance. Private open space areas shall continue to be maintained by the HOA as provided in Section 16.

10. Unit Sales: No sale of units shall occur until all public improvements required for the associated phase of development have been installed and accepted by the City, and the Final Plat for the associated phase of development has been recorded.

11. Unit Occupancy Restrictions: The approved qualified workforce housing plan and template QWHIP deed restriction is attached to this exhibit. The following

reflects the breakdown of 9 required QWHIP deed restricted units required with the final plat of each phase of development:

a. Phase 1: Block 10, Lots 2 & 4. Block 2, Lots 7 & 13. Block 2, Lot 4.
b. Phase 2: Block, 5, Lot 1 & 3.
c. Phase 3: Block 6, Lot 1 & 17.

If for any reason, a physical unit is not provided with a QWHIP deed restriction by the time of a final plat application, payment in lieu for each unit required in that phase, utilizing the current adopted administrative procedures and housing guidelines, must be transmitted to the City of Driggs.

12. Impact Fees: Developer understands City adopted development impact fees will be assessed at the time of building permits of each individual unit.

13. Specifications: All improvements shall be constructed to City standards unless otherwise declared on the Improvement Plans approved by the City.

14. Construction Performance Financial Guarantee: To ensure the Developer completes construction of all Improvements required pursuant to and in accordance with this Agreement, the Developer shall, prior to installing the Improvements for each phase of the Development, issue the City an irrevocable letter of credit or cash bond or other adequate security for the amount of 125% of the projected development costs as determined by the Developer and as approved by the City for all improvements shown in the Improvement Plans for that phase.

15. Open Space: Open space will be maintained by the HOA This is to include the following open space lots:
    a. Block 1, Lot 29
    b. Block 8, Lot 13
    c. Block 9, Lot 5
    d. Block 10, Lot 1

16. Corrected Improvement Plans: Prior to acceptance of any public improvements located within the Subdivision, Developer will file "As Constructed" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with the City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and submitted in both paper and digital formats, and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines, curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the original Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected

Improvement Plans that such Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Improvement Plans. The Project Engineer shall also deliver to the City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

17. Inspection: Developer will retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements and the existing water and sewer infrastructure within the Subdivision in order to ensure such improvements are constructed in accordance with this Agreement and the Improvement Plans. Developer will not materially deviate from the Improvement Plans without the express written approval of the City Engineer, which approval shall not be unreasonably withheld.

18. Acceptance of Public Improvements: Upon completion of the public improvements and Developer's delivery of the Corrected Improvement Plans, the City will accept the public improvements constructed for the Development. Such acceptance shall not be valid unless expressly acknowledged in writing by the City Engineer. Upon such acceptance of the public improvements constructed for the Development, the City shall assume ownership, control and maintenance responsibility of the public improvements. Acceptance of such public improvements shall not be deemed as a waiver of Developer's failure to fully and completely perform the terms and conditions hereof.

19. Warranty Against Defects or Deficiencies: Developer agrees to promptly and satisfactorily correct all material defects or deficiencies in the Improvements that occur or become evident during the two-year period following the date of final acceptance of the Improvements. If a material defect or deficiency occurs or becomes evident, Developer shall commence correction of the material defect or deficiency within ten (10) days after written notice from the City. Developer shall proceed with reasonable diligence to correct the material defect or deficiency. The warranty shall be extended one full year from the date of repair or replacement of any Improvement made pursuant to this paragraph.

20. Warranty Financial Guaranty: As a guaranty to the City for the correction of any material defect or deficiency, the Developer shall issue the City an irrevocable letter of credit or cash bond or other adequate security for the amount of 10% of the estimated value of the warranted improvements as determined by the Developer and as approved by the City.

21. Utilities: Electrical and telephone utilities will be installed for each phase of the Development prior to recording the final plat for that phase.

22. Irrigation Facilities: Developer shall relocate or reconstruct any ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that are currently in use and will be impaired or otherwise disturbed by the construction of this development. Developer will also indemnify and hold the City harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or Developer's failure to properly relocate or reconstruct such facilities. Phase 1 has no canal interface. Future phases of the master plan will require approval from Grand Teton Canal Company for any ditch modification or canal interface.

23. Weed Control: The Developer must comply with City and County Ordinances for weed control.

24. Construction Management Plan and Impacts Mitigation: The Developer will submit a Construction Management Plan to the City for approval prior to commencement of excavation or grading for any improvements approved within the Development. The Construction Management Plan shall include and conform to the following items:
    a. Public Communications Strategy, which shall include a pre-construction meeting, noticed to all property owners within 300 feet, and a construction sign with contractor name, address, phone number and emergency contact information
    b. Hours of Operation
    c. Construction access point(s) and any traffic safety mitigations
    d. Parking, Stockpiling & Staging locations, and mitigations on any impacted public parking spaces
    e. Storm Water Pollution Prevention Plan, as required by the EPA
    f. Trash Management and Recycling, which shall show adequate storage and program for trash removal
    g. Control of Dust and Mud, which shall include measures preventing the tracking of mud and dirt onto streets
    h. Temporary Lighting, if used
    i. Construction access and haul route.
    j. Construction timeline, which shall include any planned right-of-way encroachments.

25. Miscellaneous Provisions:
    a. This Agreement and Attachments (Insert Attachments) which include the approved preliminary plat, improvement drawings, and Master Plan submitted by the Developer contain the entire agreement of the parties.
    b. The parties agree that the relationship created by the Agreement is solely that of a private Developer and the City. Nothing in this Agreement shall create the Developer or City as an agent, employer, employee, legal representative, partner or subsidiary of the other.
    c. This Agreement may only be modified in writing.

d. The failure of any party to insist upon strict performance of any term of this Agreement shall not be considered a waiver of any term of this Agreement. No waiver of any such right under this Agreement shall be binding, unless reduced to writing and signed by the party to be charged therewith. All terms of this Agreement shall remain in full force and effect.
e. All notice must be in writing, mailed in the U.S. Mail via certified mail to the addresses indicated on this Agreement.
f. This Agreement shall be construed and enforced pursuant to the laws of the State of Idaho.
g. If any party shall bring suit against the other party to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.
h. The Developer and the City shall each pay their own costs and expenses incurred in preparation and execution of and performance under this Agreement, except as otherwise expressly provided herein.
i. If any term of this Agreement is declared invalid, illegal or unenforceable, the remainder of this Agreement shall remain operative and binding.
j. The Developer shall promptly and satisfactorily correct all material defects or deficiencies in the improvements that occur or become evident during the one-year period following final construction of the improvements. If the material defect or deficiency occurs or becomes evident, then the Developer shall commence correction of the material defect of deficiency within a commercially reasonable time frame after written notice from the City. The Developer shall proceed with reasonable diligence to correct the material defect or deficiency. The warranty shall be extended one full year from the date of repair or replacement of any improvement made pursuant to this paragraph.
k. This Agreement shall be signed in duplicate originals. Each party shall receive one original of this Agreement.
l. This Agreement shall be recorded in the office of the Teton County Clerk.

26. Default: If the Developer defaults in or fails to completely perform any of its obligations in accordance with this Agreement, or fails or refuses to correct any material defaults or deficiency in the improvements required by this Agreement and default continues beyond a commercially reasonable period of time without being completely remedied, satisfied and discharged, the City shall have, and the Developer shall grant to the City, in addition to all other rights afforded to the City in this Agreement and by law, the right, at the City's option, to complete the construction of the improvements or to correct such material defect or deficiency, using either its own forces or contractors hired for that purpose. The City shall have the right to draw from the financial security guarantee of this Agreement, as well as the right to demand payment directly from the Developer, based either on costs actually incurred or on the City's reasonable estimates of the costs to be incurred, an amount of money sufficient to defray the entire costs of the work,

including legal fees and administrative expenses. The City may enforce any other remedy provided by law. These remedies are cumulative in nature.

AGREED:

City of Driggs, Idaho

P.O. Box 48
Driggs, Idaho 83422 Attest:

By:_____
Mayor
Mayor
City of Driggs

Date: _____ By:_____

City Clerk By: _____
Developer

Developer:
Include Address

Date: _____

Attachments:

A. Preliminary Plat for Phase I
B. Master Plan for Corona Valley Subdivision
C. Phasing Plan for Development
D. Phase I Improvement Plans
E. Cost Estimate for Phase I Improvements
F. Qualified Workforce Housing Plan
G. QWHIP Template Deed Restriction