

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**BENEFICIAL USE FIELD REPORT**

A Beneficial Use Field Report is prepared by a water right examiner as the result of an examination to clearly confirm and establish the extent of the beneficial use of water established in connection with a permit during the development period authorized by the permit and any extensions of time previously approved.

**A. GENERAL INFORMATION**Permit No. 22-135951. Owner TETON COUNTYPhone No. 208-354-2905Current address 150 COURTHOUSE DR. DRIGGS, ID. 834222. Examiner's name CASS JONESEXAM DATE 11/21/163. Accompanied by SAUL VALERA

Email \_\_\_\_\_

Address \_\_\_\_\_

Relationship to permit holder TRANSFER STATION FACILITY MANAGER Phone No. 208-354-29054. Source GROUND WATER

tributary to \_\_\_\_\_

**B. OVERLAP REVIEW**1. Other water rights with the same place of use 22-13831 (Permit for commercial park, proof not yet filed)2. Other water rights with the same source and point of diversion NONE**C. DIVERSION AND DELIVERY SYSTEM**

## 1. Point(s) of Diversion:

| Ident. No. | Gov't Lot | ¼  | ¼  | ¼  | Sec | Twp | Rge | County | Method of Determination/Remarks |
|------------|-----------|----|----|----|-----|-----|-----|--------|---------------------------------|
|            |           | SW | SW | SW | 30  | 05N | 46E | TETON  | GPS                             |
|            |           |    |    |    |     |     |     |        |                                 |
|            |           |    |    |    |     |     |     |        |                                 |
|            |           |    |    |    |     |     |     |        |                                 |

2. Place(s) of Use: Method of determination GPS

| Twp | Rge | Sec | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    | Totals |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
|     |     |     | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
| 05N | 46E | 30  |    |    |    |    |    |    |    |    |    |    | C  |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |

3. **Delivery System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe diameter (inside), as applicable. Use the space provided or ☒ see attached.

Scale: 1" = \_\_\_\_\_

- ☒ Copy of USGS Quadrangle attached showing location(s) of point(s) of diversion and place(s) of use (required)  
☒ Aerial photo attached (required for irrigation of 10+ acres)  
☒ Photo of diversion and system attached

4.

| Well or Diversion Identification No.* | Motor Make | Hp | Motor Serial No. | Pump Make | Pump Serial No. or Discharge Size |
|---------------------------------------|------------|----|------------------|-----------|-----------------------------------|
|                                       |            |    |                  |           |                                   |
|                                       |            |    |                  |           |                                   |
|                                       |            |    |                  |           |                                   |

\*Code to correspond with no. on map and aerial photo

#### D. FLOW MEASUREMENTS

1.

| Measurement Equipment | Type | Make | Model No. | Serial No. | Size | Calib. Date |
|-----------------------|------|------|-----------|------------|------|-------------|
|                       |      |      |           |            |      |             |
|                       |      |      |           |            |      |             |

2. Measurements: \_\_\_\_\_

NO MEASUREMENT TAKEN

**E. NARRATIVE/REMARKS/COMMENTS**

WELL IS LOCATED EAST FROM THE PUMP HOUSE ~10 FEET, WHICH IS LOCATED ~100 FEET EAST OF THE SCALE HOUSE. PUMP HOUSE HAS ACCES TO THE PIPES AND TWO PRESSURE TANKS. SCALEHOUSE HAS A FAUCET NEAR THE MAIN ENTRANCE TO THE BUILDING AND A BATHROOM WITH A SINK AND TOILET. RECYCLING BUILDING HAS A FAUCET NEAR THE MAIN ENTRANCE. CREW BUILDING HAS A FAUCET NEAR THE MAIN ENTRANCE, A BATHROOM WITH SINK AND TOILET, AND A KITCHEN WITH A SINK.

FIRE PROTECTION COMES FROM A NEIGHBORING SUBDIVISION, DRIGGS CENTRE, THAT HAS A PENDING WATER PERMIT 22-13831. THIS IS LISTED ABOVE AS AN OVERLAPPING POU FOR FIRE PROTECTION PURPOSES ONLY.

IN THE ORIGINAL APPLICATIUN THERE WAS GOING TO BE A TOILET AND LAVATORY IN THE RECYCLING BUILDING. THIS TOILET AND LAVATORY WAS NEVER INSTALLED, AND WILL NOT BE IN THE FUTURE.

COMMERCIAL USE BETTER DESCRIBES THE USE OF WATER FOR THE TRANSFER STATION

Has the permit holder met all conditions of permit approval, including any mitigation requirements and/or measuring device installation requirements? ☒ Yes ☐ No If no, what must be done to meet the permit requirements?



State of Idaho  
Department of Water Resources  
**Water Right License**  
22-13595



0 0.035 0.07 0.14 Miles

- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections



NWSW

SWSE

05N46E

SESW

SE

Spicket

Spicket

toilet  
sink  
& kitchenette

30

Spicket

toilet  
sink

well  
house



Looking west at pump house in the foreground and scale house in background.

Inside pump house looking at the two pressure tanks.





Inside pump house for fire protection in neighboring subdivision, Driggs Centre, looking at two of three pumps

Inside pump house for fire protection, looking at pressure tanks



194295 DEC21 07 PM 3 25

**Instrument # 194295**

**TETON COUNTY, IDAHO**

**2007-12-21**

**03:25:00 No. of Pages: 12**

**Recorded for : NELSON ENGINEERING**

**MARY LOU HANSEN**

**Fee: 38.00**

**Ex-Officio Recorder Deputy M. Webster**

**Index to: AGREEMENT**

**DEVELOPMENT AGREEMENT  
FOR  
"DRIGGS CENTRE"  
A BUSINESS PARK  
Teton County, Idaho**

*JB*

## DEVELOPMENT AGREEMENT

Driggs Centre Business Park – PHASE I

202001 FEB 9 '09 PM 3 23

This Development Agreement (the "Agreement") is made and entered into this 2 day of February, 2009, by and between Driggs Centre, LLC, an Idaho limited liability company (hereinafter referred to as "Developer"); Teton County, Idaho, a political subdivision of the State of Idaho (hereinafter referred to as "County") and the City of Driggs, Idaho (hereinafter referred to as "City").

### RECITALS

WHEREAS, Developer has received final plat approval from the Teton County Commission for Driggs Centre Business Park – Phase I (the "Development"), consisting of 55 industrial lots (the "Lots") located in the NW ¼ of Section 31, Township 5N, Range 46E, Boise Meridian, Teton County, Idaho, and accessing from County Road 100E; and

WHEREAS, the Development plat has been recorded by the Teton County Clerk as Instrument No. 194294; and

WHEREAS, the Developer has bonded with the County for all Improvements proposed for the Development, and the City has approved the security amount for proposed sewer improvements; and

WHEREAS, City issued a Will Serve Letter on April 19, 2007 for connection of the Development to the City's sewer treatment and collection system (the "City System"); and

WHEREAS, Developer is agreeable to providing for the payment and installation of sewer infrastructure, including a trunk sewer line, as shown on the approved Improvement Plans, to connect the Development to the City System; and

WHEREAS, the Development shall, at all times, conform to all applicable provisions of the City's performance standards in its construction and building of the public improvements and must comply in full with this Agreement.

NOW, THEREFOR, in consideration of the foregoing, and the covenants and agreements hereinafter set forth, the sufficiency of which both Developer and City acknowledge, the parties agree as follows:

### AGREEMENT

1. Wastewater Service. Developer shall install central sewer lines, manholes and other appurtenances (the "Improvements") as per construction drawings (the "Improvement Plans") and specifications provided by a professional engineer (the "Project Engineer") and approved by the City and Idaho Department of Environmental Quality ("IDEQ") per the alignment identified in Exhibit "A" attached hereto. Developer, without right of contributions

Instrument # 202801

TETON COUNTY, IDAHO

2-9-2009 03:23:00 No. of Pages: 9

Recorded for: P & Z

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Instrument to: DEVELOPMENT AGREEMENT

Fee: 0.00

THIS AGREEMENT is made and entered into this 21 day of Dec, 2007, by and between Driggs Professional Park, LLC ("Developer") and Teton County, Idaho ("County").

WHEREAS, it is the intent and purpose of the Developer to meet the conditions of approval for the final plat allowing the creation of "DRIGGS CENTRE", A BUSINESS PARK PUD, as approved by the Teton County Commission on \_\_\_\_\_, 2007; and

WHEREAS, it is the intent and purpose of the Developer and the County to enter into this Agreement, which will guarantee the full and satisfactory completion of the improvements on the property described in this Agreement and it is the intent of this Agreement and the parties to satisfy the improvement guarantee requirements for the final plat recordation of the development.

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

**Section 1. Development Description.** This agreement pertains to that property, which is designated and identified as "DRIGGS CENTRE", A BUSINESS PARK PUD, within the jurisdiction of Teton County, Idaho.

**Section 2. Improvements and Costs of Completion.** The Developer shall, at its own cost and expense, complete the road construction, telephone, power and fire protection in Phase I of "DRIGGS CENTRE", A BUSINESS PARK PUD. The estimated cost to complete these improvements is shown on Exhibit A of this Agreement.

**Section 3. Schedule for Completion of the Improvements.** The Developer shall complete the road improvements, the telephone, the power, the fire protection and signage within two (2) years of the recording of the final plat, per phase. The Developer shall be allowed extensions of time beyond the completion date for unavoidable delays caused by strikes, lockouts, acts of God or other factors beyond the control of the Developer or its contractors. It is estimated that the actual date construction will begin is September 15, 2007.

**Section 4. Inspection.** 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. For the purpose of continuity of inspections, the County may assign the administration and approval of the inspections under this Development Agreement to the City of Driggs.

**Section 5. Final Inspection and Approval of Improvements.** The Developer shall notify the County when it believes that the improvements have been fully and properly completed and shall request final inspection, approval and acceptance of the improvements

by the County. Upon approval, the County shall give its written acceptance of the improvements.

**Section 6. One-Year Guarantee of the Improvements.** The Developer guarantees 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 evident during such period, 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 ten-day period and proceed with reasonable diligence 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.

**Section 7. Financial Security Guarantee.** As security to the County for the performance by the Developer of its obligations to complete the improvements in accordance with this Agreement, the Developer shall, prior to the recordation of the final plat, deposit with the County security in the amount of 110% of the costs of the improvements as stated on Exhibit A. This County security may be drawn down in stages by the Developer as improvements are completed.

**Section 8. Default.** If the Developer defaults in or fails to fully perform any of its obligations in accordance with this Agreement, or fails or refuses to correct any defect or deficiency to the improvements required in Section 6 of this Agreement and such default or failure shall continue for a period of sixty (60) days after written notice of such default, the County shall have the right, at its option, to complete the construction of the improvements or correct the defect or deficiency, and further shall have the right, at its option, to draw from the financial security guarantee pursuant to Section 7 of this Agreement or to demand payment directly from the Developer.

**Section 9. Other Requirements.**

- A. No individual lots shall be deeded until the recording of the Final Subdivision Plat.
- B. No Certificates of Occupancy for residential units will be issued by Teton County, Idaho until such time as the road, water supply, fire protection, wastewater disposal, power and telephone improvements specific to the final plat which accompanies this agreement are completed.
- C. All unsold lots will be maintained by the Developer at the Developer's sole expense.

- D. Appropriate easements, covenants and deed restrictions regulating the open space portions of owner's lots, consistent with the open space regulations contained in the Teton County Subdivision Ordinance, will be promulgated by the Developer and binding upon all lot owners.
- E. Developer shall implement dust control measures while installing infrastructure.
- F. An approved temporary or permanent fire protection system, including an all-weather access road, shall be operational before any building permits may be issued.
- G. Developer shall provide upon completion a written certification from a licensed engineer stating the roads have been built in accordance with the submitted road plans and comply with county standards.
- H. The Developer and/or the Lot Owners Association shall landscape and maintain unpaved areas between the property lines and the setback lines. The setback from street property lines shall be used exclusively for landscaping except for walks and driveways bisecting the required landscape area. All lots within the PUD shall be maintained in accordance with Landscaping Exhibit "B"
- I. Developer agrees to improve the intersection at 100 West and 100 South in accordance with the transportation study attached as Exhibit "C". Developer agrees to converse and work jointly with the Idaho Transportation Department concerning potential improvements to the intersection of 200 South and Highway 33.
- J. Although **"DRIGGS CENTRE", A BUSINESS PARK PUD**, is zoned M-1 under the Teton County Zoning Ordinance in place at the time of acceptance and recordation of the plat, the following operations and uses are specifically prohibited in the Driggs Centre:
  - 1. Brewery;
  - 2. Campground / RV Park;
  - 3. Commercial fuel storage;
  - 4. Kennel / boarding of animals;
  - 5. Truck stop;
  - 6. Vehicle sales lot;
  - 7. Veterinary clinic / hospital;
  - 8. Airport;
  - 9. Airport landing strip;
  - 10. Gravel pit;
  - 11. Motorcycle race track / club;

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, a Notary Public for the State of Idaho, personally appeared Larry Young, Chairman, known to be to be the person whose name is executed above, and acknowledged that he executed the same.

**Driggs Centre, LLC**

STATE OF IDAHO )  
 : ss  
County of Teton )

**Notary Public for Idaho**

**EXHIBIT "A"**  
**ENGINEER'S COST ESTIMATE**  
**(Prepared by Nelson Engineering)**  
**For**  
**Driggs Industrial and Professional Park, LLC**

1/8/2007 Rev. 10/31/07  
JRSmlth Jboos  
Nelson Engineering

DRIGGS CENTRE  
ON-SITE IMPROVEMENTS  
PRELIMINARY COST ESTIMATE FOR BONDING

06-367D-03

| NO. | ITEM                                                                  | UNITS | ESTIM.<br>QUANT. | COST PER<br>UNIT | TOTAL<br>COST   |
|-----|-----------------------------------------------------------------------|-------|------------------|------------------|-----------------|
| 1   | <u>Roadway/Street, 26' wide, 60' R/W</u>                              |       |                  |                  |                 |
|     | If paved with 2" A.C.                                                 | LF    | 5850             | \$ 60.00         | \$ 351,000.00   |
|     | If not paved                                                          | LF    |                  | \$ 27.55         | \$ -            |
|     | Additive Items:                                                       |       |                  |                  |                 |
|     | If using Driggs PCC curb                                              | LF    | 5850             | \$ 12.00         | \$ 70,200.00    |
|     | If using a 5' wide swk.                                               | LF    |                  | \$ 10.00         | \$ -            |
|     | If a cul-de-sac, 80' dia. Gravel                                      | EACH  | 4                | \$ 5,300.00      | \$ 21,200.00    |
|     | If a cul-de-sac, 80' dia. Paved                                       | EACH  |                  | \$ 9,400.00      | \$ -            |
| 2   | <u>Water Facilities, 6 ft. of cover, 6" Dia.</u>                      |       |                  |                  |                 |
|     | If using Ductile Iron Pipe                                            | LF    | 6540             | \$ 28.00         | \$ 183,120.00   |
|     | If using HDPE Pipe                                                    | LF    |                  | \$ 26.00         | \$ -            |
|     | Additive Items:                                                       |       |                  |                  |                 |
|     | If installing 1" water service                                        | EACH  | 55               | \$ 1,200.00      | \$ 66,000.00    |
|     | For each Fire Hydrant                                                 | EACH  | 15               | \$ 3,000.00      | \$ 45,000.00    |
|     | For each Air Release Valve                                            | EACH  | 2                | \$ 4,200.00      | \$ 8,400.00     |
|     | For each 6" Gate Valve                                                | EACH  | 40               | \$ 900.00        | \$ 36,000.00    |
|     | For each well, motor, pump<br>well house, controls                    | EACH  | 2                | \$ 70,000.00     | \$ 140,000.00   |
| 3   | <u>Sewer Facilities, 10 ft. to Invert, 8" Dia.</u>                    |       |                  |                  |                 |
|     | If using PVC Pipe                                                     | LF    | 5940             | \$ 27.00         | \$ 160,380.00   |
|     | Additive Items:                                                       |       |                  |                  |                 |
|     | Manhole                                                               | EACH  | 19               | \$ 2,000.00      | \$ 38,000.00    |
|     | 4" house connection service                                           | EACH  | 55               | \$ 1,100.00      | \$ 60,500.00    |
| 4   | <u>Wire Utilities, phone &amp; power</u>                              | LF    | 6340             | \$ 17.00         | \$ 107,780.00   |
| 5   | <u>Miscellaneous Items</u>                                            |       |                  |                  |                 |
|     | Street Light                                                          | EACH  |                  | \$ 4,500.00      | \$ -            |
|     | Service Pedestal                                                      | EACH  |                  | \$ 4,200.00      | \$ -            |
|     | Painted Crosswalk                                                     | EACH  |                  | \$ 200.00        | \$ -            |
|     | Signage with post                                                     | EACH  | 8                | \$ 500.00        | \$ 4,000.00     |
|     | 18" culvert, 30' long                                                 | EACH  | 1                | \$ 1,500.00      | \$ 1,500.00     |
|     | Mobilization                                                          | LS    |                  | \$ 3,000.00      | \$ -            |
| 6   | <u>Fire Suppression System</u><br>(Included in Water Facilities cost) |       |                  |                  |                 |
| 7   | <u>Monumenting for Subdivision</u>                                    |       |                  |                  |                 |
|     | Monumenting of Subdivision                                            | LS    |                  |                  | \$5,760.00      |
|     | Subtotal                                                              |       |                  |                  | \$ 1,298,840.00 |
|     | plus 10% for Bonding Purposes                                         |       |                  |                  | \$129,884.00    |
|     | TOTAL                                                                 |       |                  |                  | \$ 1,428,724.00 |

7/13/2007  
Jboos  
Nelson Engineering

06-367D-03

DRIGGS CENTRE  
OFF-SITE ROAD IMPROVEMENTS  
PRELIMINARY COST EST FOR BONDING

| NO. | ITEM                                     | UNITS | ESTIM.<br>QUANT. | COST PER<br>UNIT | TOTAL<br>COST |
|-----|------------------------------------------|-------|------------------|------------------|---------------|
| 1   | <u>Roadway/Street, 26' wide, 60' R/W</u> |       |                  |                  |               |
|     | If paved with 2" A.C.                    | LF    | 1000             | \$ 60.00         | \$ 60,000.00  |
|     | Additive Items:                          | LF    | 1000             | \$ 3.00          | \$ 3,000.00   |
|     | Existing Road Demo                       | Yard  | 4500             | \$ 6.50          | \$ 29,250.00  |
|     | Geotextile                               | Yard  | 3400             | \$ 2.00          | \$ 6,800.00   |
|     | Traffic Control                          | LS    | 1                | \$ 5,000.00      | \$ 5,000.00   |
|     | Stormwater                               | LS    | 2                | \$ 5,000.00      | \$ 10,000.00  |
|     | Erosion Control                          | LS    | 1                | \$ 4,000.00      | \$ 4,000.00   |
|     | Subtotal                                 |       |                  |                  | \$ 118,050.00 |
|     | plus 10% for Bonding Purposes            |       |                  |                  | \$ 11,805.00  |
|     | TOTAL                                    |       |                  |                  | \$ 129,855.00 |

5/15/2007 Rev. 6/28/07

JRSmith

JBoos

Nelson Engineering

06-367D-11

DRIGGS CENTRE  
OFF-SITE SEWER IMPROVEMENTS  
PRELIMINARY COST EST FOR BONDING

| Item                         | Quantity | Unit                          | Unit Price  | Amount        |
|------------------------------|----------|-------------------------------|-------------|---------------|
| New pipe 10"                 | 3780     | LF                            | \$ 40.00    | \$ 151,200.00 |
| Replacement pipe 10"         | 2712     | LF                            | \$ 55.00    | \$ 149,160.00 |
| Creek crossing               | 2        | LS                            | \$30,000.00 | \$ 60,000.00  |
| Manholes new                 | 13       | manhole                       | \$ 3,300.00 | \$ 42,900.00  |
| In replacement area          | 9        | manhole                       | \$ 3,700.00 | \$ 33,300.00  |
| Pump Station                 | 1        | LS                            | \$80,000.00 | \$ 80,000.00  |
| Asphalt Replacement          | 120      | LF                            | \$ 104.00   | \$ 12,480.00  |
| Dirt Road Replacement        | 250      | LF                            | \$ 52.00    | \$ 13,000.00  |
| Boring of Main St. (Hwy. 33) |          | LS                            | \$40,000.00 | \$ 40,000.00  |
|                              |          | Subtotal                      |             | \$ 582,040.00 |
|                              |          | 15% Contingency               |             | \$ 87,306.00  |
|                              |          | TOTAL                         |             | \$ 669,346.00 |
|                              |          | plus 10% for Bonding Purposes |             | \$ 100,401.90 |
|                              |          | TOTAL                         |             | \$ 769,747.90 |