







within River Rim allow for these types of facilities. The following summarizes the results of this calculation:

INCIDENTAL USE SUMMARY	ACREAGE	PER CENT
Total River Rim, Div. II Phase I	1,484.15	100%
Open Space Portion	956.42	65.3%
Developed Portion by Lot or Easement	507.73	34.7%
Maximum allowable Incidental Use, Div. II Phase I	10.15	2% of development area

Based upon the current concept plan, about 332 acres of incidental use area have been identified for the Golf Village area and 5.08 acres within the West Rim area for a total of about 9.32 acres. The areas of incidental use included in these calculations appear in Exhibit C and D. Because the current buildings and site plans are conceptual and subject to change as the plan is refined, it is suggested that a note be added to the plan that the final incidental use area not exceed 10.15 acres within both village locations combined.

The allowable incidental use area will increase as other phases within Division II of River Rim are planned. This calculation only pertains to Phase I.

**4. INFRASTRUCTURE.** As noted in earlier project discussions, River Rim involved more than 30 million dollars in infrastructure prior to the 2008 recession. This included power, water supply and distribution, fire suppression and irrigation water supply and distribution, sewerage collection and treatment, power and communications and road and site preparation. Since this time the current owner, GBCI Other Real Estate, LLC, has worked extensively with the various agencies to secure final permits and approvals for all of these improvements. In addition the owners have also completed additional infrastructure work and now have a majority (about 92%) of their current, \$ 3.1 million obligation associated with the Amended Development Permit (instrument # 231302) completed. The largest remaining item is the paving of the main subdivision roads which will not be required until local traffic exceeds 200 trips per day.

**Water and Sewer Systems.** Both water and sewer systems were designed for the original PUD plan from 2007 which had a total of 358 units in Division II Phase I and considerably more non-residential development. No changes are anticipated for these systems which have ample capacity and can accommodate the proposed changes. Copies of the record drawings for these systems and documentation of the approvals are on file in the county engineer's office.

**Fire Suppression / Irrigation.** The fire suppression and irrigation system was also designed for much higher flow and heavier irrigation use on the golf course. The current golf plan involves more of a links type design which will reduce water needs while simplifying operations. Consequently the current system has excess capacity and will not be affected by the proposed changes. Copies of these plans as approved by the county Fire Marshall are on file with the county engineer's office.

**Power / Communications.** The main systems are in place. Minor extensions are scheduled for this spring. However no major changes are anticipated with these amendments as the level of development is equal or less in intensity compared to the original Golf Village Plan in terms of power needs.

**Roads.** No changes are planned. The same requirements for paving when reaching 200 ADT would remain in place. Also, there is also an ITD approved plan and letter of credit in place for turning lanes at the main entrance. These plans have also been submitted to the county.

Attached with this plan amendment is an update to the traffic analysis previously done for Teton County in November of 2013. This update recalculates traffic estimates based upon the changes proposed in the five areas described. Compared to the 2013 analysis, total traffic increases by about 4.7% from an estimated subdaily number of 3,202 ADT with the previous plan to 3,455 ADT with the current plan.

One large required road improvement was the relocation and upgrade of County Road 9400 West. This work has been completed and is ready for partial release of the performance bond.

**Summary.** Based upon the infrastructure in place and letters of credit currently held by Teton County no new engineering drawings or cost estimates are anticipated for this amendment. The proposed changes will occur within existing platted lots that were part of the original PUD. No wetlands or other environmentally sensitive areas are associated with these changes.

**5. ENVIRONMENTAL REVIEW.** No additional environmental review is anticipated for this amendment. The proposed changes will occur within existing platted lots that were part of the original PUD. No wetlands or other environmentally sensitive areas are associated with these changes.

**6. OWNERSHIP / APPLICANT.** Four out of the five areas where changes are proposed with this plan amendment No. 7 are currently owned by GBCI Other Real Estate, LLC, a subsidiary of Glacier Bancorp and represented by executive vice president Don Chiny. Glacier Bancorp took ownership of this property in 2008 when the original developers ran into financial difficulties and has since been working to complete development agreement obligations that will enable future owners to finalize the project. GBCI has previously completed amendments 3 through 6 which included a major revision to the development agreement with Amendment No. 5.

Tract D is currently owned by 211 West Rim LLC, represented by principle David Choo. 211 West Rim also owns Tract C and therefore has entitlements for 107 total units in River Rim Division II Phase I. The owners of 211 West Rim LLC have signed a

Jason Boal, Planning Administrator  
FOCUS Architects is pleased to present a new vision for River Rim Ranch to the Teton County Planning Department for feedback and this package includes:

1. A new River Rim Ranch PUD Master Plan with a detailed list of proposed entitlements.
2. A new detailed golf club village site plan with proposed building concepts.
3. A new detailed entry village site plan with "small scale" community support functions.

This new vision for River Rim Ranch is consistent with the Teton County Comprehensive Plan and includes:

1. The creation of a concourse outdoor community where people can arrive, park their cars, and walk, bike, or bring an electric golf cart to do almost everything.
2. The creation of a "small scale" neighborhood community center at the entry village that balances the community by allowing residents to have a place to relax, pick up the mail, and drop off the dry cleaning close to home.
3. The creation of a natural water concourse "link" golf course that increases property values and creates neighborhood connectivity with pathway design.
4. A contribution of the River Rim Ranch architectural styles that draws inspiration from local farm, agricultural, cultural, and small town shapes and forms which capture the simple rural beauty of the surrounding area.
5. The continuing commitment to maintaining large parcels of open space which will be used as active farm land to perpetuate.
6. A focus on outdoor amenities including tree access, trail access, plaza space, park space, and open space.
7. Supporting the economic vitality of Teton County by raising the tax base, creating full time, and seasonal job opportunities when employees will have the option to live on site, energizing the local construction industry while increasing regional land appraisal values, boosting the equity of current property owners, and providing economic opportunities for families.

Thank you again for the opportunity to discuss this new vision for River Rim Ranch and feel free to contact myself at (406) 578-8400 with any questions.

Sincerely,  
  
Bob R. Pober, AIA LEED AP  
Principal  
FOCUS Architects

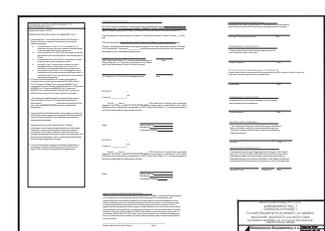
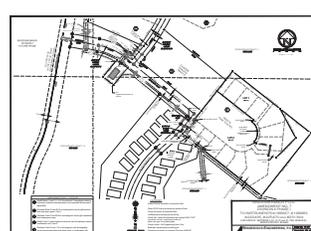
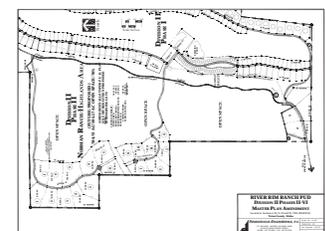
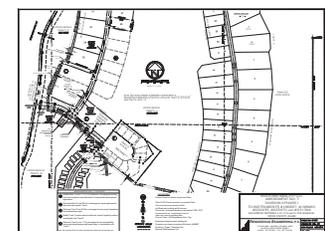
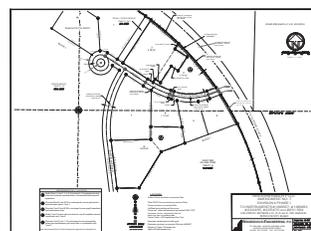
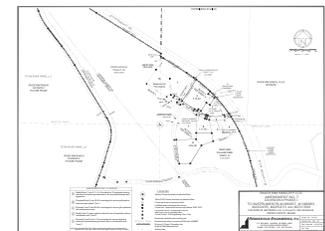
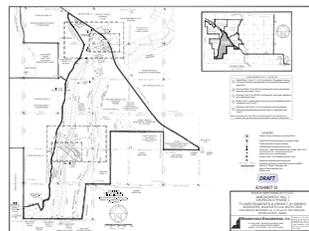
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purchase agreement with GBCI Other Real Estate, LLC which is contingent upon a formal acceptance by Teton County of this revised plan, or similar mutually agreed to plan. It is also contingent upon a comprehensive financial analysis of the plan's viability.

Consequently until formal transfers of ownership or other agreements take place, the amended plan and related documents will include signatures from both property owners. More details in this potential transfer process are expected to be available once additional feedback regarding this plan is obtained from county officials.

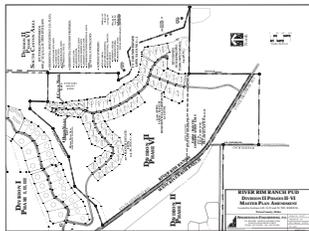
**7. DOCUMENTS TO ACCOMPANY PLAN AMENDMENT.** The following is a summary of the documents that are to be included with this plan amendment application. Three copies of most documents, except as noted, are being submitted at this time along with a DVD with PDF files of all documents. Additional larger format copies of the plan maps and additional copies will be submitted upon request.

DESCRIPTION	COPIES	FORMAT	EXHIBIT
Amendment Application with filing fee	1	8-1/2 by 11	
Negative opinions and amendments	15	8-1/2 by 11	
Concept Worksheet for Golf Village	15	11 by 17	A
Concept Worksheet for River Rim Village	15	11 by 17	B
Memo to County Planner discussing project	15	8-1/2 by 11	C
Plan Amendment No. 7 draft	15	11 by 17	D
River Rim Master Plan Amendment (final draft)	15	11 by 17	E
Golf Village Incidental Use Easement	15	11 by 17	F
River Rim Village Incidental Use Easement	15	11 by 17	G
Updated Traffic Memo - stand alone	15	8-1/2 by 11	H
Updated Traffic Memo	3	8-1/2 by 11	I
GIS Traffic Memo	3	8-1/2 by 11	Included with I
ITD Access Permits for River Rim Div II Phase I	15	8-1/2 by 11	Included with I
Final Development Agreement Change	15	8-1/2 by 11	
DVD with PDF files of all documents	1	EVD	



constructed with the main road paving. This main road paving is required when the development reaches 200 ADT currently estimate for about 2018.

Also based upon these projections there does not appear to be need for turning lanes at the north entrance or County Road 9400 West unless required by ITD. Given the current level of use and speed assigned to this section, only the turning lanes at the main entrance would appear necessary.



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Civil Engineers, Land Planners and Landscape Architects in Wyoming and Idaho

**MEMORANDUM**

DATE: April 2, 2016  
TO: Darryl Johnson, P.E., P.L.S.  
FROM: Bob Abelson, Idaho P.E. 5994  
RE: River Rim / Traffic Projections / Proposed Amendment No. 7

Attached are updated traffic projections for River Rim Ranch based upon a previous analysis prepared in October of 2013. Although the primary purpose of the 2013 traffic analysis was to investigate traffic impacts to County Road 9400 West, the same approach applies to this update which is intended to determine traffic impacts for proposed Amendment No. 7. A copy of the 2013 information is attached for reference.

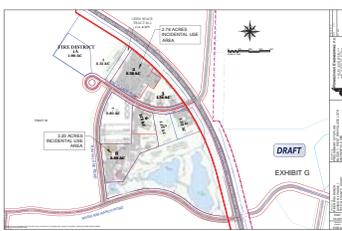
Attached Table 1 shows the five areas within the project where changes are proposed. We have assigned traffic trips based upon our best judgment of the land use type within the ITE manual and consideration of the remote location of River Rim. As previously noted, the ITE standards would allow a lower number of trips for recreational homes which would apply here however we have kept with the 9.5 trips per day for the residential portion of the development for comparison to the 2013 projects.

Based upon this analysis, the predominant traffic impact is expected to occur at the main entrance where more than 91 percent of the trips expected to enter and exit. This analysis projects that about 4.5% of the traffic would enter and exit at the County Road 9400 West intersection and the remainder or about 4.2% at the north entrance to the Rim Village intersection.

We have also attempted to project traffic growth over time. In this example we use a 2.4 percent annual growth for the residential traffic (an average of about 6 units per year) but have elected to add larger blocks of traffic for the non-residential portions to simulate the introduction of a group of units associated with the golf village and hospitality suites. There is no specific schedule for the hospitality suite construction, however we took this approach instead of a regular annual growth rate given the method in which these units are typically completed. The data used to make these projections are attached as Table 2.

Although this approach may accelerate the actual projected traffic, the end result is not significantly different nor is the conclusion that turning lanes will be needed at this main entrance. As you are aware, the southeast bound portion of the turning lanes were previously completed in association with the work that took place in 2007. There is already a letter of credit for the westbound bound portion which is currently planned to be

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Block 10 lots because these properties access directly onto County Road 9400 West and are less connected to the internal roads within River Rim. The majority of traffic on these lots is still expected to turn off the County Road onto River Rim Ranch Road rather than the north section of County Road 9400 West for the same reasons mentioned above.

Yield traffic for River Rim Division II Phase 1 is projected in Table 1 based upon the updated units proposed for the most current amendment (Amendment No. 5 currently under consideration by the Board of County Commissioners). This includes all development areas except Block 3 and Tract 1 which do not impact County Road 9400 West and instead access directly on to Frisbie Road. The projections were based upon a 9.5 trips per day per unit, which represents the standard Institute of Transportation Engineers (ITE) trip generation factor for a conventional single family detached dwelling. This same factor was used for all unit types including the bed and breakfast units associated with the West Rim commercial area. An additional 100 ADT was also included for the miscellaneous units associated with this area. The overall results project that at full build-out, a total of 3,202 trips would occur in Phase 1 with a total of 147 trips or about 5.1% projected to use the north section of County Road 9400 West. This is based upon a total build-out of 336 units as summarized in Table 1.

Equally important to the analysis of road impacts is the timing of the traffic and anticipated long term buildout period for River Rim. Although there are many variables affecting traffic growth, attached Figure 1 projects traffic on the basis of adding an average of five (5) units per year over the next twenty years. At this sustained rate, total trips are projected to reach 560 in twenty years (2014-2033). Trips on the north section of County Road 9400 West from River Rim development are projected to reach 50. Although the use percentages, trip generation rates and growth rates are all variables in this analysis, the projections show that it will be many years - even - before average daily traffic on the north section of 9400 West approaches the 200 ADT currently threshold recommended for pavement financing for such a long time period creates a financial hardship and significantly impacts the ability to sell the overall project to new owners.

Given that the difficulties in projecting traffic patterns is a new development, lack of existing data and the uncertainties with future growth patterns, we would recommend that actual trip counts be performed in the future to determine if paving will be required. Attached Exhibit 1 shows the proposed location of where the trips should be measured. Only when ADT reaches the 200 total trip per day, should there be consideration of paving the north section of the county road.

Note: Trip generation, ADT for "Recreational Homes" per ITE standards (Trip Generation) is only 2 per dwelling unit. This is due to a pair of having lower school age children and typically fewer residents per unit which would apply to a significant portion of the River Rim units.

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TABLE 1. RIVER RIM RANCH - FUTURE TRAFFIC PROJECTIONS - BASED UPON PROPOSED AMENDMENT NO. 7 (April 1, 2016 Update)

DESCRIPTION	PROPOSED USE	EST. NO. UNITS	EST. ADU PER UNIT	TOTAL ADU	TRAFFIC - NORTH SECTION		TRAFFIC - MAIN ENTRANCE		TRAFFIC - SOUTH SECTION	
					ADT	%	ADT	%	ADT	%
BLOCK 1 (Phase 1)	Single Family Residential	10	9.5	95	2	2.1%	2	2.1%	91	95.8%
BLOCK 2	Single Family Residential	10	9.5	95	2	2.1%	2	2.1%	91	95.8%
BLOCK 3	Single Family Residential	10	9.5	95	2	2.1%	2	2.1%	91	95.8%
BLOCK 4	Single Family Residential	10	9.5	95	2	2.1%	2	2.1%	91	95.8%
BLOCK 5	Single Family Residential	10	9.5	95	2	2.1%	2	2.1%	91	95.8%
BLOCK 6	Single Family Residential	10	9.5	95	2	2.1%	2	2.1%	91	95.8%
BLOCK 7	Single Family Residential	10	9.5	95	2	2.1%	2	2.1%	91	95.8%
BLOCK 8	Single Family Residential	10	9.5	95	2	2.1%	2	2.1%	91	95.8%
BLOCK 9	Single Family Residential	10	9.5	95	2	2.1%	2	2.1%	91	95.8%
BLOCK 10	Single Family Residential	10	9.5	95	2	2.1%	2	2.1%	91	95.8%
TRACT A	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT B	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT C	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT D	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT E	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT F	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT G	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT H	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT I	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT J	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT K	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT L	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT M	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT N	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT O	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT P	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT Q	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT R	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT S	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT T	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT U	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT V	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT W	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT X	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT Y	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TRACT Z	Single Family Residential	4	9.5	38	4	10.5%	4	10.5%	34	89.5%
TOTALS		336		3,202	147	4.6%	147	4.6%	3,055	95.4%

TABLE 2. RIVER RIM - TRAFFIC PROJECTIONS

TOTAL RESIDENTIAL UNITS		2013
2013	PER YEAR	2,426
2014	PER YEAR	2,480
2015	PER YEAR	2,534
2016	PER YEAR	2,588
2017	PER YEAR	2,642
2018	PER YEAR	2,696
2019	PER YEAR	2,750
2020	PER YEAR	2,804
2021	PER YEAR	2,858
2022	PER YEAR	2,912
2023	PER YEAR	2,966
2024	PER YEAR	3,020
2025	PER YEAR	3,074
2026	PER YEAR	3,128
2027	PER YEAR	3,182
2028	PER YEAR	3,236
2029	PER YEAR	3,290
2030	PER YEAR	3,344
2031	PER YEAR	3,398
2032	PER YEAR	3,452
2033	PER YEAR	3,506
2034	PER YEAR	3,560
2035	PER YEAR	3,614
2036	PER YEAR	3,668
2037	PER YEAR	3,722
2038	PER YEAR	3,776
2039	PER YEAR	3,830
2040	PER YEAR	3,884
2041	PER YEAR	3,938
2042	PER YEAR	3,992
2043	PER YEAR	4,046
2044	PER YEAR	4,100
2045	PER YEAR	4,154
2046	PER YEAR	4,208
2047	PER YEAR	4,262
2048	PER YEAR	4,316
2049	PER YEAR	4,370
2050	PER YEAR	4,424
2051	PER YEAR	4,478
2052	PER YEAR	4,532
2053	PER YEAR	4,586
2054	PER YEAR	4,640
2055	PER YEAR	4,694
2056	PER YEAR	4,748
2057	PER YEAR	4,802
2058	PER YEAR	4,856
2059	PER YEAR	4,910
2060	PER YEAR	4,964
2061	PER YEAR	5,018
2062	PER YEAR	5,072
2063	PER YEAR	5,126
2064	PER YEAR	5,180
2065	PER YEAR	5,234
2066	PER YEAR	5,288
2067	PER YEAR	5,342
2068	PER YEAR	5,396
2069	PER YEAR	5,450
2070	PER YEAR	5,504
2071	PER YEAR	5,558
2072	PER YEAR	5,612
2073	PER YEAR	5,666
2074	PER YEAR	5,720
2075	PER YEAR	5,774
2076	PER YEAR	5,828
2077	PER YEAR	5,882
2078	PER YEAR	5,936
2079	PER YEAR	5,990
2080	PER YEAR	6,044
2081	PER YEAR	6,098
2082	PER YEAR	6,152
2083	PER YEAR	6,206
2084	PER YEAR	6,260
2085	PER YEAR	6,314
2086	PER YEAR	6,368
2087	PER YEAR	6,422
2088	PER YEAR	6,476
2089	PER YEAR	6,530
2090	PER YEAR	6,584
2091	PER YEAR	6,638
2092	PER YEAR	6,692
2093	PER YEAR	6,746
2094	PER YEAR	6,800
2095	PER YEAR	6,854
2096	PER YEAR	6,908
2097	PER YEAR	6,962
2098	PER YEAR	7,016
2099	PER YEAR	7,070
2100	PER YEAR	7,124
2101	PER YEAR	7,178
2102	PER YEAR	7,232
2103	PER YEAR	7,286
2104	PER YEAR	7,340
2105	PER YEAR	7,394
2106	PER YEAR	7,448
2107	PER YEAR	7,502
2108	PER YEAR	7,556
2109	PER YEAR	7,610
2110	PER YEAR	7,664
2111	PER YEAR	7,718
2112	PER YEAR	7,772
2113	PER YEAR	7,826
2114	PER YEAR	7,880
2115	PER YEAR	7,934
2116	PER YEAR	7,988
2117	PER YEAR	8,04



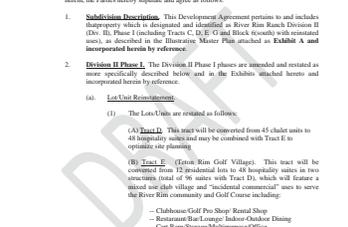
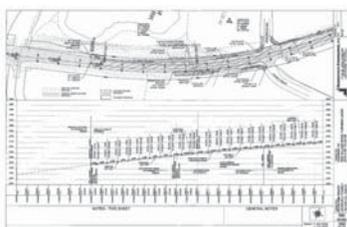
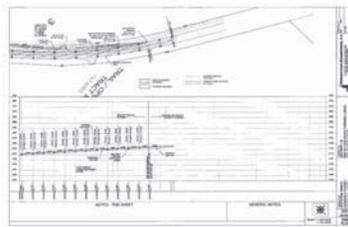
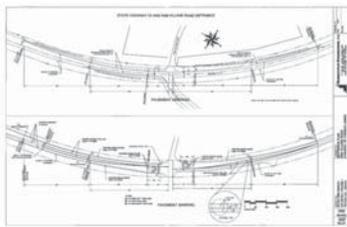
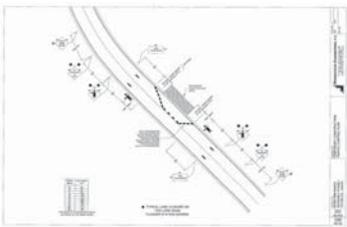
AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR RIVER RANCH DIVISION II - PLANNED UNIT DEVELOPMENT

This Amended and Restated Development Agreement for River Ranch Division II Planned Unit Development ("Agreement") is made this \_\_\_ day of \_\_\_, 2016, by and between Teton County (the "County") and Big Sky Western Bank (the "Owner," which term shall include any successors and assigns of the Owner to the ownership of River Ranch PUD) (collectively referred to herein as the "Parties").

STIPULATION OF FACTS

- A. This Agreement pertains to Division II of the River Ranch Planned Unit Development ("River Ranch") which was approved by the County and recognized as a master planned unit development.
B. On July 27, 2006, a Development Agreement for Division II was made between West River LLC ("West River") as developer and the County. The Development Agreement was recorded on August 7, 2006, as Teton County Recorder's Instrument No. 205788.
C. On or about June 30, 2009, the Owner acquired River Ranch property (the "Property") from West River pursuant to a non-assignable Warranty Deed in Lieu of Foreclosure recorded on July 14, 2009, as Teton County Recorder's Instrument No. 205788.
D. The 2006 Development Agreement was amended by (i) that certain Amendment to Recaptured Development Agreement for River Ranch Division II Planned Unit Development, dated November 18, 2011, recorded on December 13, 2011, as Teton County Recorder's Instrument No. 22042 (the "2011 Amendment"); (ii) that certain Administrative Amendment to Development Agreement for River Ranch Division II Planned Unit Development, dated May 14, 2012, recorded on May 17, 2012, as Teton County Recorder's Instrument No. 22213; (iii) that certain Amendment to Development Agreement for River Ranch Division II Planned Unit Development, dated November 11, 2012, recorded December 14, 2012, as Teton County Recorder's Instrument No. 22471 (the "2012 Amendment"); (iv) that certain Amendment to Development Agreement for River Ranch Division II Planned Unit Development, dated February 7, 2014, as Teton County Recorder's Instrument No. 23193 (the "2014 Amendment"); (v) that certain Amendment, and the 2006 Development Agreement as amended by the 2011 Amendment, the 2012 Amendment, the 2014 Amendment, and the 2014 Amendment are collectively referred to herein as the "Prior Development Agreement."

AMENDMENT TO RESTATED DEVELOPMENT AGREEMENT Page 1



E. The Owner and the County hereby amend and restate the Prior Development Agreement into this Agreement. This Agreement shall supersede and replace the Prior Development Agreement. Provisions contained in the Prior Development Agreement that are no longer applicable are not included in this Agreement.

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

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

- 1. Subdivision Description. This Development Agreement pertains to and includes Subdivision II, Phase I (including Tracts C, D, E, G and Block 60) with existing uses as described in the Historic Master Plan attached as Exhibit A and incorporated herein by reference.
2. Division II Phase I. The Division II Phase I parcels are amended and restated as described herein and in the Exhibits attached hereto and incorporated herein by reference.
(a) Lot Utilization.
(i) The Lots/Units are restated as follows:
(A) Tract D. This tract will be converted from 43 total units to 45 temporary units and may be combined with Tract E to optimize site planning.
(B) Tract E (Teton Run Golf Village). This tract will be converted from 12 residential lots to 48 temporary units in two waves over a total of 90 units with Tract D, which will feature a mixed use village and "residential commercial" uses to serve River Ranch community and Golf Course including:
- Clubhouse/Golf Pro Shop Rental Shop
- Restaurant/Bar/Lounge/Outdoor Dining
- Car Wash/Storage/Multi-purpose Office
- Reception Center/Club Property Management
- Multi-purpose multi-use Plaza area common area
- Meeting Rooms / Conference Area
- Working Parking/Bike Community Activity
- Post-Jacuzzi area/Tennis Courts/Fitness Center
Tract E may be combined with Tract D to optimize site planning.

AMENDMENT TO RESTATED DEVELOPMENT AGREEMENT Page 2

- (C) Tract L. The Operation and Maintenance fee ("O&M fee") will be converted from 1 single family residential lots back to the entitlements found in the 2006 Development Agreement and shall include golf cart storage, equipment storage and repair shop, landscape material storage and other operations specifically related to the operation and maintenance of the golf course.
(D) Block 4 (south) Lots 28 through 34 total of units, shall be transferred to Tract E and this area vacated and converted to golf course and open space.
(E) Tract C. This tract is planned for 62 individual chalet units. These units may be individually zoned residential units and/or hospitality units consistent with highest facilities on Tract E.
(F) West River Village (Block L). Reimbursement of the Bed and Breakfast with 16 Condominium Units found in the 2006 Development Agreement, which are to be demolished and replaced and converted to two bedroom hospitality units. In addition to the units currently permitted, the owner shall be permitted to construct to serve the River Ranch community will include:
- Light Commercial General Store/Post Office
- Café/Cafe
- Dry Cleaners / Dry Cleaning Shop
- Multi-purpose Meeting/Conference Space
- Recreation Center
- Recreational facility including pool, spa, BBQ, patios, parking, walking tennis, parties
- Employment/Storage of minimum 12 units and a maximum total of \_\_\_ square feet, maximum of two stories
- Additional General Storage for the residents of River Ranch up to a maximum total of \_\_\_ square feet
(b) Exhibit of Option to construct golf course area (Tract J). The Owner is exercising its option to construct and rezone the golf course area, which is open space for other uses under the administration of the POA. The Master Declaration of Protective Covenants, Conditions and Restrictions for River Ranch and other instruments under the administration of the POA, shall be amended to reflect the rezoning of the golf course area. There shall be no restriction placed on any such Open Space which would prohibit the use of the Open Space for agricultural uses for farming purposes. These areas (including farmstead areas) will be managed by the Property Owners Association, subject to the approval of the present owners to whom title to such areas is conveyed.
(c) Remedial Infrastructure (Division II Phase I). The Owner shall be responsible for the completion of the following infrastructure items:

AMENDMENT TO RESTATED DEVELOPMENT AGREEMENT Page 3

Financial guarantees shall be required for the road paving. No financial guarantees shall be required for the future wastewater mains which will be paid for with taxes.

- 1. Location. Asphalt paving of the Loop Road shall be completed by December 31, 2016, or within 30 business building permits or equivalent, as issued within River Ranch, whichever is sooner.
2. Timing. Location. Asphalt paving for the turning lanes on State Highway 211 main entrance shall be completed by either December 31, 2016, or within 60 business building permits or equivalent, whichever is sooner.
3. The North - West entrance turning lanes will required prior to the occupancy of the 12 employee housing units.
Future Wastewater Mainlines.
1. The previous requirements for the construction of future wastewater mains shall remain in effect.
2. Financial Guarantees. The Owner will provide to the County an updated financial guarantee in an amount equal to one hundred twenty-five percent (125%) of the estimated construction cost for construction of each of the remaining infrastructure items described in section 6(c) of this Agreement. No financial guarantee will be required for the golf course maintenance. However, a financial guarantee for the reclamation of the golf course, will apply in place in the event the golf course is not completed by opening / facility plan pending - subject to allowable area as found applicable. The estimated costs, on a line item basis, and a description of the items accepted from coverage under the financial guarantee, is attached hereto as Exhibit B and incorporated herein by reference. The specific financial guarantee shall be provided at or before the reclamation of the full field plan amendment.
3. County Acceptance of Completed Infrastructure. The Owner must submit a request to the County for approval of completed infrastructure on a line item basis as completed, or as successful. The Owner shall also provide documentation from an Idaho Registered Engineer certifying that the improvements have been completed in general compliance with the design/plan/permit. The County may commence the work within 30 days of the County's acceptance of the infrastructure. The County shall provide written acceptance of the completed infrastructure and release any financial guarantee or portion thereof, for that specific infrastructure item.

AMENDMENT TO RESTATED DEVELOPMENT AGREEMENT Page 4

infrastructure item. The County shall retain the right to draw on the financial guarantee to first prevent 20% of the amount of the original line item until acceptance of the entire phase associated with a specific infrastructure item and the one year warranty period for the entire phase has expired, or which time said amount will be released from any financial guarantee to the Owner.

- 4. Planning Plan. The proposed planning plan for the completion of infrastructure is described in the preceding paragraphs in attached hereto as Exhibit B and incorporated herein by reference.
5. Covenants of Improvements. The Owner warrants that each completed improvement will operate in accordance with its intended use for one year from the date that the phase is accepted by the County.
6. Building and Occupancy Permits. Building permits and certificates of occupancy shall be issued by Teton County in accordance with Exhibit C of the Planning Plan found in the 2014 Development Agreement.
7. Public Benefits. The following public benefits shall be provided:
(a) Golf course, paint accommodations and other related facilities shall be open for public use.
8. Changes. The modifications to identify by plan are amended as more specifically described in Exhibit B attached hereto.
9. Inspection. Representatives assigned by the County shall have the right to enter upon the property if any reasonable time to inspect and determine whether the Owner is in compliance with this Agreement. The Owner shall permit the County and its representatives to enter upon and inspect the property at any reasonable time.
10. Final Inspection and Approval of Improvements. The Owner shall notify the County when it believes any improvements have been fully and properly completed and shall request final inspection, approval, and acceptance of the improvements by the County. Upon receipt the County shall give its written acceptance of the improvements or any noncompliance.
11. Default. If the Owner defaults in or fails to fully perform any of its obligations in this Agreement, or fails three times to correct any defect or deficiency in the improvements provided by the provisions of this Agreement and such default or failure shall continue for a period of thirty (30) days after written notice specifying the default is received in the United States mail addressed to the Owner, without being completely remedied, satisfied and discharged, the County shall have, and the Owner hereby grants to the County, in addition to all

AMENDMENT TO RESTATED DEVELOPMENT AGREEMENT Page 5

other rights afforded to the County in this Agreement and by law, the right, at the County's option, to complete the construction of the improvements or to correct such defect or deficiency. The County may draw on the financial guarantee/financial guarantee provided to the County to complete the financial guarantee/financial guarantee that amount required to complete the improvements on a line item basis. The County may commence the work within 30 days of the County's acceptance of the improvements. The County shall provide written acceptance of the completed infrastructure and release any financial guarantee or portion thereof, for that specific infrastructure item.

- 12. Liability and Indemnity of County. The Owner agrees to, and does hereby, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, representatives, employees, and attorneys 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 development, construction, maintenance or use of any portion of the improvements and, (2) the performance by the Owner of its obligations under this Agreement and all related Agreements. The Owner further agrees to and defend the County in the event that the County is named as a defendant in an action concerning the improvements provided by this Agreement except where such suit is brought by the Owner. The Owner is not an agent or employee of the County. This indemnification does not extend to claims, costs and liability asserted by the Owner or any third person in the event the County fails in its duties and obligations to the County or any third person as set forth in this Agreement or by law.
13. No Warranty of Deficiency. No warranty of any provision of this Agreement will be deemed to constitute a warranty of any provision or it will be deemed to constitute a warranty of any provision of this Agreement unless such default under this Agreement is deemed a warranty of any subsequent default or deficiency of the same type. The County's failure to perform any obligation under this Agreement will not constitute the approval of any warranty by the County or acceptance of any noncompliance.
14. Assignment. It is expressly agreed that the Owner may assign this Agreement, in whole or in part, to any third party, without prior written consent of the County.
15. Notices. All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee hereof (1) if filed delivered by person on a business day at the address set forth below or (2) on the third day after being deposited in the United States mail by delivery by prepay/air/overnight postage prepaid, certified or registered mail, return receipt requested, if the address set forth below.
Teton County Commissioners
Ann Plummer, Administrator
Teton County Courthouse
100 Cliff Drive, Teton
Teton, Idaho 83422
16. Notices. All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee hereof (1) if filed delivered by person on a business day at the address set forth below or (2) on the third day after being deposited in the United States mail by delivery by prepay/air/overnight postage prepaid, certified or registered mail, return receipt requested, if the address set forth below.
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Ann Plummer, Administrator
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100 Cliff Drive, Teton
Teton, Idaho 83422
17. Notices. All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee hereof (1) if filed delivered by person on a business day at the address set forth below or (2) on the third day after being deposited in the United States mail by delivery by prepay/air/overnight postage prepaid, certified or registered mail, return receipt requested, if the address set forth below.
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Teton, Idaho 83422
18. Notices. All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee hereof (1) if filed delivered by person on a business day at the address set forth below or (2) on the third day after being deposited in the United States mail by delivery by prepay/air/overnight postage prepaid, certified or registered mail, return receipt requested, if the address set forth below.
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Ann Plummer, Administrator
Teton County Courthouse
100 Cliff Drive, Teton
Teton, Idaho 83422
19. Notices. All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee hereof (1) if filed delivered by person on a business day at the address set forth below or (2) on the third day after being deposited in the United States mail by delivery by prepay/air/overnight postage prepaid, certified or registered mail, return receipt requested, if the address set forth below.
Teton County Commissioners
Ann Plummer, Administrator
Teton County Courthouse
100 Cliff Drive, Teton
Teton, Idaho 83422
20. Notices. All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee hereof (1) if filed delivered by person on a business day at the address set forth below or (2) on the third day after being deposited in the United States mail by delivery by prepay/air/overnight postage prepaid, certified or registered mail, return receipt requested, if the address set forth below.
Teton County Commissioners
Ann Plummer, Administrator
Teton County Courthouse
100 Cliff Drive, Teton
Teton, Idaho 83422
21. Notices. All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee hereof (1) if filed delivered by person on a business day at the address set forth below or (2) on the third day after being deposited in the United States mail by delivery by prepay/air/overnight postage prepaid, certified or registered mail, return receipt requested, if the address set forth below.
Teton County Commissioners
Ann Plummer, Administrator
Teton County Courthouse
100 Cliff Drive, Teton
Teton, Idaho 83422
22. Notices. All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee hereof (1) if filed delivered by person on a business day at the address set forth below or (2) on the third day after being deposited in the United States mail by delivery by prepay/air/overnight postage prepaid, certified or registered mail, return receipt requested, if the address set forth below.
Teton County Commissioners
Ann Plummer, Administrator
Teton County Courthouse
100 Cliff Drive, Teton
Teton, Idaho 83422
23. Notices. All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee hereof (1) if filed delivered by person on a business day at the address set forth below or (2) on the third day after being deposited in the United States mail by delivery by prepay/air/overnight postage prepaid, certified or registered mail, return receipt requested, if the address set forth below.
Teton County Commissioners
Ann Plummer, Administrator
Teton County Courthouse
100 Cliff Drive, Teton
Teton, Idaho 83422
24. Notices. All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee hereof (1) if filed delivered by person on a business day at the address set forth below or (2) on the third day after being deposited in the United States mail by delivery by prepay/air/overnight postage prepaid, certified or registered mail, return receipt requested, if the address set forth below.
Teton County Commissioners
Ann Plummer, Administrator
Teton County Courthouse
100 Cliff Drive, Teton
Teton, Idaho 83422
25. Notices. All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee hereof (1) if filed delivered by person on a business day at the address set forth below or (2) on the third day after being deposited in the United States mail by delivery by prepay/air/overnight postage prepaid, certified or registered mail, return receipt requested, if the address set forth below.
Teton County Commissioners
Ann Plummer, Administrator
Teton County Courthouse
100 Cliff Drive, Teton
Teton, Idaho 83422

AMENDMENT TO RESTATED DEVELOPMENT AGREEMENT Page 6

- 16. Golf Course - Open Space Area (Tract J). The Golf Course - Open Space Area (Tract J), as shown on EXHIBIT E, will be managed by the Owner, Property Owners Association, subcontractors, club members or the private owners to whom title to such area is conveyed.
17. Teton Property Association. The Project falls within the jurisdiction of Teton Property Association, Inc. (TPA) for surface irrigation water and the Owner will be able to by the Bylaws, Operating Agreements, pro rata cost sharing provisions, and other related agreements with TPA jurisdiction. Status of TPA stock or water right pertaining to the River Ranch property will be held as follows. The Property Owners Association, subcontractors, club members and private owners may hold TPA stock open areas and farmstead areas and for areas that are not yet subject to a phase final subdivision plan. Notwithstanding the foregoing, it is understood that, with respect to open space and farmstead areas that are subject to a final subdivision plan, the private owner of such parcels may continue to hold TPA stock and exercise its rights associated therewith. A single "Water Right" for River Ranch will be approved to work with the Board of Directors of TPA.
18. Public Improvements. The Owner shall be responsible for public improvements which shall include initial construction obligations and then responsibility for complete public improvements in the lot owners. Improvement District assessment, water user's Association assessments, sewer and water company district assessments, etc., are not encumbered by this provision.
19. Open Space Provisions. The Golf Course - Open Space Area (Tract J), and all other Open Space associated with River Ranch Division II, Phase I, as shown on Exhibit E. The Owner will maintain all open space for five and ten years, free of fee for leases or other uses under the administration of the POA. The Master Declaration of Protective Covenants, Conditions and Restrictions for River Ranch and other instruments under the administration of the POA, shall be amended to reflect the rezoning of the golf course area. There shall be no restriction placed on any such Open Space which would prohibit the use of the Open Space for agricultural uses for farming purposes. These areas (including farmstead areas) will be managed by the Property Owners Association, subject to the approval of the present owners to whom title to such areas is conveyed.
20. Advance Notice of Construction. The Owner agrees to maintain a 200' separation from all building envelopes, adjacent property to Phase II-VI.
21. Shading of Development Costs. The County has approved a Letter of Notification to the County, regarding Shading of Development Costs (Teton County Subdivision Regulation Section 16.02) as revised on May 12, 2011) submitted to the County which outlines the Owner to collect a pro-rata share of compensation for a portion of the cost of the public improvements required by the Teton County Subdivision Regulations from adjacent property owners outside River Ranch.
22. EIR. The Owner may need this Agreement in the office of the Teton County Clerk and Recorder.
23. Binding on Successors. This Agreement shall be binding, inure to the benefit of, and be enforceable by the parties hereto, their respective successors and assigns and heirs and their heirs.
24. Entire Agreement. This Agreement reflects the entire understanding among the Parties hereto in connection with the subject matter, and except as otherwise provided herein, supersedes and replaces all prior negotiations, agreements, understandings, or representations whether oral or written. The terms of this Agreement may be amended only in writing, by the authorized signature of all of the Parties.
25. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

AMENDMENT TO RESTATED DEVELOPMENT AGREEMENT Page 7

- 26. Waiver of Claims. Each of the Parties hereto waives and releases any and all claims or causes of action they have or may have against the other, and their respective officers, directors, employees, agents, attorneys, resulting from any claims or causes of action occurring prior to the execution of this Agreement.
27. Statement of Facts. The statements set forth in the Stipulation of Facts above are facts upon which the parties agree and are to be construed as more recitals. Said statements of fact are incorporated into this Agreement by reference as if set forth fully.
28. Assignments. All amendments to this Agreement shall be in writing and shall be approved by the Owner and the County.
29. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed as if no such invalid or unenforceable provisions were omitted.
30. Authority to Execute. The Parties hereto warrant and represent each to the other that they have the authority to execute this Agreement, and that they are authorized and empowered to enter into and sign this Agreement, (a) the persons executing this Agreement as behalf of the Parties are sufficient to do so, and (b) this Agreement is a valid, binding and enforceable on the Parties in accordance with its terms.
31. Counterparty Law. This Agreement shall be governed by and construed under the laws of the State of Idaho and jurisdiction and venue for any litigation of this Agreement shall be in the Superior or Federal courts of the State of Idaho.
32. Attorney Fees. Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief to which it may be entitled, to court costs and reasonable attorney fees as determined by a court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

[Signatures on next page]

BIG SKY WESTERN BANK
By:
Drew Chery
Executive Vice President and
Chief Administrative Officer of
Glickler Bancorp, Inc., owner of
Big Sky Western Bank

STATE OF IDAHO )
) ss.
County of \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2013 before me, a Notary Public, personally appeared Drew Chery, known to me to be the person whose name is subscribed to the within instrument as the authorized representative of Glickler Bancorp, Inc., and acknowledged to me that he subscribed his name thereto in respect of:

Notary Public for IDAHO
Residing at:
Commission Expires: \_\_\_\_\_

(SEAL)

AMENDMENT TO RESTATED DEVELOPMENT AGREEMENT Page 8

BOARD OF COUNTY COMMISSIONERS  
TETON COUNTY, IDAHO

EXHIBIT A: Illustrative Master Plan dated \_\_\_\_\_ prepared by Paces Architects

EXHIBIT B: Engineer's Estimate for Financial guarantee

EXHIBIT C: Phasing Plan

EXHIBIT D: Density Table by Phase

EXHIBIT E: Reinstated Golf Course - Open Space Area (Tract A) Plan

By: \_\_\_\_\_  
William Leake, Chairman

STATE OF IDAHO )  
County of \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ 2016, before me, a Notary Public, personally appeared William Leake, known to me to be the person whose name is subscribed to the within instrument as the Chairman of the Teton County Board of Commissioners, and acknowledged to me that he subscribed for the same in due and lawful manner.

Notary Public for IDAHO  
My Comm. Expires: \_\_\_\_\_  
My Comm. No.: \_\_\_\_\_

(SEAL)

Eastern Idaho Public Health logo and RECEIVED stamp. Text includes: Eastern Idaho Public Health, Prevent. Promote. Protect., April 23, 2016, River Run Ranch Division I, Planning & Building Administrator, 150 Courthouse Drive, Driggs, ID 83422. Subject: RE: ANNUAL REPORT NEEDS. This letter is being sent to you as the TRHEE and final member to you about the Annual Report needed for the large soil abatement system (LSAS) under your management. The second member sent to you is early March request that the report be submitted by March 31, 2016. Please forward your 2015 annual report to the following contact person and address.

Jason Boal contact information and meeting details. Text includes: Jason Boal, Thursday, April 23, 2016 8:50 AM, From: Jason Boal, To: Jason Boal, Re: River Run PUD. No we don't, thanks for checking. Jason: Monte R. Weisbrod, EAS, Supervisor, Teton School District 407, 208-238-9323, P.O. Box 771, 441 W. Main St., Driggs, Idaho 83422, 809-6481111. On Wed, Apr 27, 2016 at 5:09 PM, Jason Boal <jboal@tetonidaho.gov> wrote: Monte, I was wondering if the school district might have any comments on River Run PUD? They are looking to bring back the golf course and add "hospitality area" a la Sage. The proposal would impact the number of single family homes out there. Attached is the report. The application and documents can be found here: https://www.tetonidaho.gov/river-run-ranch-pud-division-i-amendment-1-4-4. Thank you for any thoughts you might have. Jason Boal - AICP, CFM, Planning & Building Administrator, Teton County, Idaho, 150 Courthouse Drive #107 Driggs, ID 83422, 208-324-3900 ext 107, jboal@tetonidaho.gov

AMENDMENT TO RESOURCE DEVELOPMENT AGREEMENT - Page 12

AMENDMENT TO RESOURCE DEVELOPMENT AGREEMENT - Page 13

Jason Boal From: Gregory Eger@tetonidaho.gov Sent: Friday, April 23, 2016 3:24 AM To: Jason Boal, mtweisbrod@tetonidaho.gov Subject: RE: River Run Ranch. The should be monitoring and reporting. I included below citations from Idaho statute rules. In addition, the Health Department can send a compliance letter which will email directly. 20. Large Fuel Storage System. A large fuel storage system is a structure or vessel designed to contain no more than 100 gallons of flammable or combustible liquid, including, when the total maximum flow from the entire proposed project exceeds the amount in the table (2,000 gallons per day for the flow from a proposed fuel storage tank which contains more than two thousand (2,000) gallons per day. 4. An aerial "Large Fuel Storage System" shall not be used to store more than 100 gallons of fuel per day for the fuel tanks (12 month period) and shall include volume expansion, maintenance and assembly and annual extinguishing plan. From: Jason Boal [mailto:jboal@tetonidaho.gov] Sent: Wednesday, April 27, 2016 9:16 AM To: Mike Dornen, Gregory Eger Subject: RE: River Run Ranch. I received this response from Bob: There are limited records available but the fact that you have been minimal. The maintenance can be essentially been the operation of one single family residence or about 100 BOD per acre on a 30,000 gallon system - 1 percent of the design capacity. The flow monitoring and other O&M recording obligations are triggered at significantly higher flows. Thoughts: Jason From: Mike Dornen [mailto:mikedornen@tetonidaho.gov] Sent: Wednesday, April 27, 2016 2:37 PM To: Jason Boal [mailto:jboal@tetonidaho.gov], Gregory Eger [mailto:geger@tetonidaho.gov], mtweisbrod@tetonidaho.gov Subject: RE: River Run Ranch. I have not reviewed any of the information.

From: Jason Boal [mailto:jboal@tetonidaho.gov] Sent: Wednesday, April 27, 2016 2:37 PM To: Mike Dornen, Gregory Eger [mailto:geger@tetonidaho.gov] Subject: RE: River Run Ranch. I was wondering if you have reviewed any of the records you requested from River Run at the DMU meeting? Jason Boal - AICP, CFM, Planning & Building Administrator, Teton County, Idaho, 150 Courthouse Drive #107 Driggs, ID 83422, 208-324-3900 ext 107, jboal@tetonidaho.gov ATTENTION: Our e-mail and web addresses have recently had a domain change to EPI@tetonidaho.gov. Please update any e-mail contacts and remove bookmarks accordingly. The information contained in this e-mail is confidential, privileged, or otherwise protected from disclosure. It is intended only for the use of individual individuals. Any unauthorized disclosure, copying, distribution or taking of any action based on the content of the material is strictly prohibited and may result in civil or criminal penalties. If you have received this e-mail in error, please advise us immediately. To learn more about Eastern Idaho Public Health, please visit www.EPI@tetonidaho.gov

RENDEZVOUS ENGINEERING, P.C. Civil Engineers and Planners - Hydrating and Irrigation. Rendezvous Project No. 15-037. April 29, 2016. Mr. Jason Boal, Teton County Planning Administrator, 150 Courthouse Drive, Room 107, Driggs, ID 83422. RE: River Run Amendment No. 7. Dear Jason: We sincerely appreciate your comprehensive analysis of the River Run Ranch Amendment No. 7 proposal. It is very helpful to the applicant to have all the planning issues for the proposal identified in detail as we go forward and consider options for this complex and multi-faceted project. The project team, led by designer Brett Potter, plans to make a thorough and informative presentation at the upcoming planning and zoning meeting where we hope to answer any outstanding questions that you, commission members or members of the public may have about this concept. We also look forward to gathering valuable feedback about what may be possible under the current county regulations for a development that has obviously continued to struggle since the post 2007 economy. We are excited about this opportunity, which is still in the very early planning and feasibility phase that would bring back a golf option that is a better environmentally and financially for this specific area. Team member Sean Cracraft will also be participating in the presentation to talk about the construction of a "link type" course that has many parallels to one of his company's recent golf projects in a remote area of central Washington. This will be an opportunity for commission members to ask Sean about the Gambler Sands development and how the experience can potentially benefit River Run. It is important to note that with this plan, many of the natural grass areas that were recently incorporated by the current owner will remain. Only a portion of the 280 acre golf property will be disturbed in this new model which has attracted much attention from golf enthusiasts. Brett Potter will be able to describe the "no" "habitability" unit concept that is also becoming more common within resort developments. This provides an opportunity for the prospective buyer of this development is looking for feedback on the proposal as an opportunity to make the golf financially viable in today's market. The new plan maintains all the original open space and density requirements and only asks for the re-introduction of the previously allowed 30 bed and breakfast units that were eliminated in Amendment 5 with the elimination of the golf course. This is one of the changes seen as an important part of the plan's economic viability. The new plan also includes a much more scaled down

and compact clubhouse facility which compared to previous plans for this project will ultimately result in fewer overall impacts. The plan also includes a number of components, some of which were part of the previous plan, such as a small local convenience commercial facility and multi-use building at the West Rim Village, added for the benefit of the local homeowners. This concept also includes employee housing and storage for local residents. These elements all provide support to the project but are less important to its overall economic success. Please let us know if there are any other issues that we should be prepared to discuss at the planning commission meeting or if you or members of the commission have any specific questions for the project team. Sincerely, Robert T. Ablond, P.E. CC: Brett Potter, Sean Cracraft, Sean Moulton, David Chou, Don Clary

Logo for Eastern Idaho Public Health with text: Eastern Idaho Public Health, Prevent. Promote. Protect.

Logo for Teton County with text: TETON COUNTY, IDAHO, PLANNING & ZONING DEPARTMENT.

25 South Gate Street, Suite 100 - Post Office Box 488 - Jackson, Wyoming 83001 Phone: 307.733.5252 Fax: 307.733.2334

RENDZVOUS ENGINEERING, P.C. Page 10 of 7

Valley Advocates for Responsible Development logo and text. Text includes: May 3, 2016, Teton County Planning & Zoning Commission, 150 Courthouse Drive, Driggs, ID 83422. Re: 2016 River Run Ranch PUD Amendment. Over the last 12 years, our organization has consistently tracked the evolution of this Planned Unit Development (PUD) and its numerous amendments since Division I was first planned in 2004. As this Commission knows very well, proceeding all of these amendments has placed an onerous administrative burden on Teton County over the years. There is no obligation to recommend approval here; the applicants must first provide a compelling case as to why a particular amendment provides a public benefit to the citizens of Teton County. The Planning & Zoning Administrator's (PZA's) report provides a thorough analysis of the issues at stake; we concur and support the numerous issues raised therein. Furthermore, any amendment to this PUD requires the review of the entire PUD. This is clearly established by the plain language of the current Development Agreement, and the applicant has expressed a significant increase in development potential by virtue of River Run Ranch being a "planned community PUD" pursuant to Section 9-5-3 of the Teton County Code. As such, any changes proposed to the PUD must be considered in the context of the entire PUD, and must follow the purpose and intent of the PUD ordinance. Specifically, any change to the PUD must conform to the purpose and intent established in Sections 9-5-1, 9-5-2 and 9-7-1-1 to 1-1. In other words, any amendment to a PUD must reduce its intrusion into sensitive natural areas and result in a more compact development. Issue #1: Protection of South Canyon. The applicant has requested a significant increase in density for Phase 1 while retaining established density in other phases, particularly in the highly sensitive Phase 8 (South Canyon) of the development. This 55-unit phase is a blend of development that extends to the rim of Teton River Canyon, one of the most scenic and wildlife-rich areas of Teton County. An offset to the density/intensity of the River Run Ranch through the elimination or substantial reduction of South Canyon phase should be seriously considered.

Valley Advocates for Responsible Development logo and text. Text includes: Issue #2: Expansion of incidental uses along Highway 33. Furthermore, the applicant is requesting an increase in the number of commercial uses in the West Rim Village area, including a "gift shop," "coffee shop," and "convenience store." Since the West Rim Village is located on Highway 33, the introduction of these uses violates Section 9-5-3-R, which requires all nonresidential uses to be located "within the interior of the PUD, and not along state highways." The current development agreement limits uses to "real estate offices," "property management offices," "existing agricultural buildings," "existing storage," and the "Forest Hoopoe Residence." Prior approvals of highway-oriented uses seem to have been made in error, and opening the door to these again will not only violate the intent of the PUD, but could set an undesirable precedent for PUDs elsewhere in Teton County. Issue #3: Conformance with the 2030 Comprehensive Plan. Finally, all development applications, especially discretionary approvals such as this PUD amendment, are subject to 2030 Teton County Comprehensive Plan. As noted in the PZA report, the proposed PUD amendment conflicts with many goals and policies of the plan, which was the result of unprecedented public involvement and in favor of which Teton land use decisions shall be made. Conclusion. Due to its lack of conformance with Title 9 and inconsistency with the Teton County Comprehensive Plan, we agree with the conclusions made in the PZA report and recommend denial of the River Run Ranch PUD Amendment as proposed. Thank you for this opportunity to provide comments. Respectfully, Shawn W. Hill, Executive Director, Valley Advocates for Responsible Development.

AMENDMENT TO TITLE 9, TETON COUNTY SUBDIVISION ORDINANCE - ADDING CHAPTER 11 - BUILDING PERMIT ELIGIBILITY OF PREVIOUSLY CREATED PARCELS

APPLICANT: Teton County Planning Department. APPLICABLE CODE: Idaho State Code- 67-6513 Subdivision Ordinance, Teton County Subdivision Ordinance Title 9-10-1 Amendment Procedure. REQUESTS: Staff is proposing to add a chapter to Title 9, the Subdivision Ordinance, to clarify (codify) a process for: 1) better define what parcels qualify for building rights, 2) determining the building right eligibility of a parcel, 3) providing an action for recourse for a property owner who unknowingly purchases a parcel without building rights, and 4) provides a process for property owners to obtain building rights (other than a "retro-active" One-Time Only or subdivision). APPLICABILITY: County wide, all zoning districts.

AMENDMENT DESCRIPTION: The proposed ordinance identifies the application, processing, and approval requirements that are needed to utilize this new process. This process will be used to "rectify" parcels that were created and may have had an expectation of a building permit. However, they cannot be considered "legally designated "lots" (Teton County Code: 8-3-5) because they did not meet the legal (ordinance) requirements at the time of their creation. The purpose is to provide an official process, for land owners, where these lots can be reviewed and approved, and the building rights guaranteed.

BACKGROUND: The Teton County Planning and Building Department started to be concerned about how parcels were created and if they had building rights in the fall of 2014. To help educate the public and provide a resource for property owners, we start the "Property Inquiry Process" (see attached flyer and application- Attachment #1). Since the fall of 2014, we have researched over 400 parcels in the county. The majority of the parcels we researched were created through a proper legal process to obtain building rights. (It is important to understand the distinction between a parcel being created and a parcel obtaining building rights. A survey or a deed are used to create a parcel. However, a county adopted process such as a One-Time-Only or Subdivision that has specific criteria (and that criteria is met) must be used to create a parcel with building rights.)

The reasons the parcels did not meet the ordinance mainly can be narrowed down to two issues: 1) lot size didn't meet the underlying zoning and 2) they were not eligible to split (the parent parcel was created through the OTO, the parent parcel was

illegally created, or the parent parcel was created through an Ag Split (Attachment #2 provides further explanation).

Through providing the "Inquiry Process" we identified parcels that do not have building rights for a variety of reasons.

The summary of our findings includes (Attachment #3 provides a map of the findings):

- 331- Parcels that are buildable
- 34- Parcels that did not have building rights
  - 31 have existing options for obtaining building rights
  - 3 have no option at this time
- 4- Parcels that have one RP# with multiple building rights
- 62- Parcels that have multiple RP#s but only have 1 building right

*This proposed code provides clarity to the existing "Inquiry Process" (9-11-4 & 9-11-5) and what property owners can expect from going through the process- "Certificate of Compliance".*

In most cases the only way for a property owner without building rights to obtain them under the current code is to go through the subdivision process. There have been some instances where the parent parcel qualified for an OTO when they were created, and we have worked with both property owners to create the lots through a legal process, all be it retroactively.

*This proposed ordinance's intent is to provide an additional remedy option to parcels that were created outside a legally adopted process for any number of reasons. It does this in the following ways:*

1. *It accepts all parcels created through a One-Time-Only survey that is signed and recorded.*
2. *It provides a process for parcels that were created through a recorded survey that meet the ordinance*

#### **AMENDMENTS TO TITLE 9 – TETON COUNTY SUBDIVISION ORDINANCE**

See Attachment #4

#### **STAFF ANALYSIS:**

1. **Consistent with purposes of the Teton County Subdivision Ordinance.** The proposed amendment and associated text changes are consistent with Section 9-1-3 Purposes and Scope of Title 9 of the Teton County Subdivision Ordinance, and in particular 9-1-3-G: "The manner and form of making and filing of any plat." This process would require a plat to be recorded to ensure the building rights are obtained.
2. **Consistent with Comprehensive Plan.** The proposed amendment is consistent with the Teton County Comprehensive Plan 2012-2030. This proposal maintains larger lots in most cases, and provides an approval process to reduce the "incentives" or desire to subdivide into smaller lots to obtain building rights.

#### **FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

1. The proposed amendment supports the goals, purposes and intent of the Teton County Comprehensive Plan.
  - a. Goal ED 2, Policy 2.1: Encourage development and land use proposals that support prime economic values of rural character and heritage.
  - b. Goal ED 4, Policy 4.9: Maintain rural areas that encourage farming and ranching and support low density residential development.
  - c. Goal ARH 1 Policy 1.6: Encourage higher density development in the cities of Driggs, Victor, and Teton.
2. The proposed amendment supports the goals, purposes and intent of Teton County Title 9, Subdivision Ordinance.
3. The proposed amendment is in compliance with Idaho State Statute, specifically the Purpose found in 67-6502.

**PUBLIC NOTICE:** Legal ads were made to the Teton Valley News and sent to political subdivisions in accordance with local and state requirements.

**COMMENTS FROM NOTIFIED NEIGHBORS AND GENERAL PUBLIC**  
No comments have been received at the time of this reports writing.

**STAFF RECOMMENDATION:** It is staff's recommendation that you recommend approval this amendment to the BoCC.

#### **POSSIBLE MOTIONS**

**Recommending Approval-** Having found that the proposed amendment to Title 9 is in compliance with state statute and supports the comprehensive plan and other Teton County ordinances, for the following reasons \_\_\_\_\_ and that a public hearing was legally noticed and conducted, I move to recommend approval of the amendment as presented in the attachment entitled "**CHAPTER 11 BUILDING PERMIT ELIGIBILITY OF PREVIOUSLY CREATED PARCELS**" to the Board of County Commissioners *[with the following changes]*.

**Recommending Denial-** Having found that the proposed amendment to Title 9 is not compliance with state statute and supports the comprehensive plan and other Teton County ordinances, for the following reasons \_\_\_\_\_ and that a public hearing was legally noticed and conducted, I move to recommend denial of the amendment as presented in the attachment entitled "**CHAPTER 11 BUILDING PERMIT ELIGIBILITY OF PREVIOUSLY CREATED PARCELS**" to the Board of County Commissioners.

#### **Attachments:**

- #1- Buildability Handout & Inquiry Application
- #2- Unbuildable Parcel Determinations
- #3- Property Inquiry Map
- #4- Proposed 9-11 Ordinance

3. **Consistent with other sections of the Teton County Zoning and Subdivision Ordinance.** The proposed amendment is consistent with other provisions of the Teton County Code. The proposed amendment utilizes the basic framework for the Plat Amendment Process.

4. **Consistent with State Statute.** The proposed amendment is consistent with the Idaho State Local Land Use Planning Act 67-65.

67-6502. PURPOSE. The purpose of this act shall be to promote the health, safety and general welfare of the people of the state of Idaho as follows:

- (a) To protect property rights while making accommodations for other necessary types of development such as low-cost housing and mobile home parks.
- (b) To ensure that adequate public facilities and services are provided to the people at reasonable cost.
- (c) To ensure that the economy of the state and localities is protected.
- (d) To ensure that the important environmental features of the state and localities are protected.
- (e) To encourage the protection of prime agricultural, forestry and mining lands and land uses for production of food, fiber and minerals, as well as the economic benefits they provide to the community.
- (f) To encourage urban and urban-type development within incorporated cities.
- (g) To avoid undue concentration of population and overcrowding of land.
- (h) To ensure that the development on land is commensurate with the physical characteristics of the land.
- (i) To protect life and property in areas subject to natural hazards and disasters.
- (j) To protect fish, wildlife and recreation resources.
- (k) To avoid undue water and air pollution.
- (l) To allow local school districts to participate in the community planning and development process so as to address public school needs and impacts on an ongoing basis.
- (m) To protect public airports as essential community facilities that provide safe transportation alternatives and contribute to the economy of the state.

## Dividing or Buying Parcels

### WHAT YOU NEED TO KNOW



Teton County Planning and Building Department

February 2015

#### **ILLEGAL LOT SPLITS & BUILDING RIGHTS**

There are many reasons why a property owner may want to divide an existing parcel of land. However, if the division of land does not comply with County and State laws, the property owner may forfeit a residential building right to one or all of the parcels when the division is recorded with the County Recorder.

The Teton County Subdivision Ordinance states that property owners are allowed a One Time Only Split of One Parcel of Land, allowed since June 14, 1999, without being required to subdivide and plat. At least 20 acres of land is required for this One Time Only Split of One Parcel of Land. Once this One Time Only Split has been utilized on a parcel, any further divisions are required to subdivide and plat according to the Teton County Subdivision Ordinance. **If this process is not followed and a deed is recorded with the County Recorder, one or all parcels WILL lose residential building rights.**

Teton County Planning & Building recommends that anyone desiring to split a parcel or considering purchasing a parcel to call or stop by our office. At your request, Teton County Planning & Building will research the recorded history of a parcel to determine if a split is available. If a split is not available, there may be steps available to remedy the issue. All potential buyers of parcels are recommended to request property research, because even if the current property owner did not split the land, an illegal split by a previous owner will render the property non-buildable.

*Requests for property research may be submitted to Teton County Planning & Building using the attached form, which may be delivered to the office, faxed, or emailed. We ask for up to ten (10) days to complete property research.*



**TETON COUNTY  
PLANNING & BUILDING**  
150 Courthouse Drive  
Driggs, ID 83422

PHONE: 208-354-2593  
FAX: 208-354-8401  
EMAIL: [pz@co.teton.id.us](mailto:pz@co.teton.id.us)



TETON COUNTY PLANNING & BUILDING DEPARTMENT

150 COURTHOUSE DRIVE | DRIGGS, ID 83422 | pz@co.teton.id.us

PHONE: 208-354-2593 | FAX: 208-354-8410



PROPERTY INQUIRY REQUEST

Owner Developer Appraiser Other:

Personal Information

NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

PHONE NUMBER(S):

EMAIL ADDRESS:

HOW WOULD YOU PREFER TO RECEIVE THE RESULTS OF THIS REQUEST? USPS Mail Email

Property Information

PROPERTY OWNER:

PROPERTY ADDRESS:

PARCEL ID (RP NUMBER):

This information can be obtained from the Assessor's Office, tax notices, or the online, public GIS.

What exactly do you want to know about the history of this property? Please be very specific.

Empty box for property history details.

FROM: Planning & Building Administrator Jason Boal
TO: Board of County Commissioners
RE: Unbuildable Parcel Determinations
MEETING: February 22nd, 2016

Staff has reviewed the inquiries that we have completed up to this point to identify a list of "potential" issues which explain how a parcel has become unbuildable.

Staff's recommendation is that we try to utilize the existing "approvals" (OTO or Subdivision) as much as possible. This would clarify any issues moving forward, provide specific approval for each property which is documented and not provide a large loophole that other property owners did not have opportunity for.

Possible reasons for no building rights:

- 1. Parcels deeded off without going through a division process-
a. Explanation- A parcel owner came into the county and records two or more new deeds dividing their property into two parcels.
2. Parcel created through an Ag Split-
a. Explanation- If deeded and recorded before 9-22-2003, Ag Splits were allowed one building permit.
3. Parcel split through the OTO and did not meet the ordinances-
a. Explanation- We have identified at least five (5) reasons that what appears to be a correct process One-Time-Only was not in fact in conformance with the ordinance.

- i. Not valid because the parent parcel was created through an Ag Split.
ii. Not valid because they did not meet the underlying zoning
1. Minimum lot size of new parcels (i.e. creating a one acre lot in the A-20 zone, where the minimum lot size is 20 acres, through the OTO)- Unless the parcel meets the underlying zoning requirements now (lot size), there is no remedy currently for these parcels to obtain building rights.
2. Minimum lot size of parent parcel to be eligible (i.e. the parent parcel was only 10 acres when the ordinance requires the parcel to be 20 acres before it can be eligible for a OTO).
iii. Not valid because the parent parcel was created through an "illegal" split, i.e. a process was not followed and parcel did not have building rights to begin with.
iv. Not valid because the parent parcel was created through a OTO (i.e. the parcel that applied to be split through the OTO was the product of a previous OTO)
v. Not valid because the parent parcel was created through the Subdivision, and a plat amendment was required to split the property again.
b. Existing Solutions (See below): 1, 3, 4.
4. Parent parcel created through a Family Exemption and those conditions were not met-
a. Explanation- The ordinance required that the parcel be deeded to separate family members, only once, had to maintain deed for a number of years, etc.
5. Parcel is part of a subdivision that has not been completed-
a. Explanation- Technically the lot has building rights because it's platted, however it may not be eligible for a building permit and/or certificate of occupancy at this time because the development as a whole is out of compliance with the conditions of approval or the development agreement.
b. Existing Solutions- The solution here is for the development to come into compliance with the requirements. This may take action by multiple land owners, the HOA or the "developer" to complete these requirements and have them signed off by the county.

- iii. New deeds
iv. Fee- \$206 & \$200 Survey review fee
v. Outside Costs-
1. Survey/Deeds
2. Recording Fees
vi. Time to Complete- this application is highly dependent on the applicant and the surveyor/engineer they use for the survey.
3. Two-Lot Subdivision
a. This solution requires the applicant to submit all of the items currently required for Two-Lot Subdivision:
i. Application- We would require all owners of parcels created from the parent parcel to sign any application, if they want building rights.
ii. Plat
iii. County Fee- \$1,000
1. Survey Review Fee- \$350
iv. Outside Costs-
1. Plat & Improvement Plans (storm water plans, utilities, roads, etc.)
2. Possible Studies (See Notes)
3. Recording Fees
v. Time to complete
1. If the parcels are outside an overlay they do require 3 public hearings- Best case scenario is 4 months (not realistic).
2. If the parcel is in an overlay it requires an additional public hearing (4 total)- best case scenario 4 months (not realistic).
vi. Notes
1. Two Lot Subdivisions do not require fire protection (fire ponds)
2. Depending on the location, there may be habitat, NP or other studies required in addition to the application and plat.
4. Three or more -Lot Subdivision
i. Application
ii. Plat
iii. County Fee- \$2,139
1. Survey Review Fee- \$350
iv. Outside Costs-
1. Plat & Improvement Plans (storm water plans, utilities, roads, etc.)
2. Possible Studies (See Notes)
3. Recording Fees
v. Time to complete
1. If the parcels are outside an overlay they do require 3 public hearings- Best case scenario is 4 months (not realistic).
2. If the parcel is in an overlay it requires an additional public hearing (4 total)- best case scenario 4 months (not realistic).
vi. Notes
1. Three or more lots in a subdivision does trigger the fire protection requirement.
2. Depending on the location, there may be habitat, NP or other studies required in addition to the application and plat.

Current Solutions for Obtaining Building Rights on Currently Unbuildable Lots:

Current solutions allowed by Title 9 include-

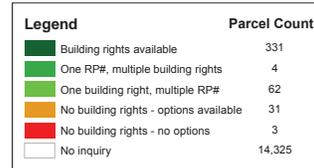
- 1. Record Deeds Identifying one of the parcels that was previously created as buildable and the others as unbuildable.
2. "Retroactive" One-Time-Only
a. This solution requires the applicant to submit all of the items currently required for a OTO, including:
i. Application- We would require all owners of parcels created from the parent parcel to sign any application, if they want building rights.
ii. A new updated survey (they can utilize the surveyor and data of an old survey, if one was completed)

Possible "Additional" Remedies to Aid in the Obtaining Building Rights on Currently Unbuildable Lots:

The BoCC could pass a resolution detailing the specific issues and remedies you are seeking to address.

1. **Fee Waiver/Reduction**- The fees for the following could be waived or reduced. It should be noted that these fees are intended to cover: staff time, noticing requirements, PZC/BoCC stipends/time and supplies. These costs will need to be paid for or covered by another source. Also, in some cases there have been fees paid to the county in the past for a process of dividing the land.
  - a. OTO Application Fee
  - b. 2 Lot Subdivision Fee
  - c. 3- 7 Lot Subdivision Fee
  - d. Survey Review Fee
2. **Modification of Process** – This would modify the process that applicants would need to go through to obtain approval. One of the complaints we have heard is the amount of time it will take to come into compliance.
  - a. OTO- This really is the simplest process available and I don't see any way of simplifying it.
  - b. Subdivisions- State Code 67-6513 does not require a public hearing for the approval of a subdivision. The BoCC could hold a public hearing to adopt a "special" subdivision process that would modify the process (Concept, Preliminary, and Final approval) and the number of PZC and BoCC meetings required for applicants who are seeking to come into compliance. It could be similar to the process for Plat Amendments, for example. This ordinance could be made very narrow (i.e. only for 2 lot subdivisions that meet the current zoning requirements and have a record of survey recorded with the county prior to 2010) and "sunset" or automatically become void after a period of time. Another option to narrowly define the eligible applicants and make it more equitable, would be to allow the modified process only available to those who have applied/paid to the county in the past for approval.
3. **Modification of Requirements**- This would change the requirements an applicant would have to meet in order to obtain approval. Staff is leery of any action taken in this regard. There are property owners who have met the requirements of the code to obtain approval since 1999. I am sure there are also property owners who were denied or didn't apply because they could not meet the requirements. In any case, some examples of these modifications could include:
  - a. Submittal requirements for:
    - i. OTO
    - ii. Subdivision
      1. Plans required for submittal, such as storm-water, wildlife habitat, NP study
  - b. Lot size requirements
  - c. Parent Parcel Requirements (*How the parent parcel was created. So for example an Ag Split Parcel could be eligible for an OTO, or a deeded property could be eligible for an OTO.*)
4. **Potential Changes in the new Land Use Code which may provide additional remedies-**
  - a. The new Land Use Code does modify the lot size requirements, so that past divisions that did not meet the lot size requirements, but would meet the density standards, would have the ability to apply for a retro-active OTO, Land Division or Subdivision.
  - b. The New Land Use Code does provide additional division options that we do not currently have: Land Division and Short Plat. These division options may provide some land owners additional options, with reduced standards from the Full-Plat Subdivision that they currently do not have.

## Property Inquiries - Building Rights Status May 2016



### ORDINANCE NO. 2016-9-11

AN ORDINANCE OF THE COUNTY OF TETON, STATE OF IDAHO, ADDING TETON COUNTY CODE TITLE 9, CHAPTER 11 TO ADDRESS THE BUILDING RIGHT ELIGIBILITY OF PREVIOUSLY CREATED PARCELS.

BE IT ORDAINED by the Board of County Commissioners of Teton County, Idaho that Title 9, Chapter 11 of the Teton County Code shall be added as follows:

#### CHAPTER 11

#### BUILDING PERMIT ELIGIBILITY OF PREVIOUSLY CREATED PARCELS

##### SECTION:

- 9-11-1 PURPOSE AND INTENT OF PROVISIONS.
- 9-11-2 LEGALLY CREATED PARCELS – REQUIRED FOR GRANTING OF CERTAIN PERMITS – CRITERIA FOR DETERMINATION.
- 9-11-3 NOTICE OF VIOLATION – REQUIRED WHEN – CONTENTS – EFFECT.
- 9-11-4 CERTIFICATE OF COMPLIANCE – REQUEST FOR DETERMINATION AUTHORIZED.
- 9-11-5 CERTIFICATE OF COMPLIANCE – APPLICATION PROCEDURE – DOCUMENTS TO BE SUBMITTED – FEE.
- 9-11-6 VOIDABILITY OF DEEDS OR CONTRACTS VIOLATING PROVISIONS.
- 9-11-7 FAILURE TO COMPLY AND ILLEGAL DIVISION OF LAND DEEMED MISDEMEANOR – PENALTY.
- 9-11-8 NONCOMPLYING PARCELS – PROCESSES FOR OBTAINING BUILDING RIGHTS.
- 9-11-9 DENIAL OF APPLICATION.
- 9-11-10 APPEAL OF FINAL DECISIONS.

##### 9-11-1 PURPOSE AND INTENT OF PROVISIONS.

In accordance with the provisions of the LLUPA (Idaho State Code 67-65), it is the purpose and intent of the Board of County Commissioners to establish procedures for placing purchasers of illegally split parcels on notice that such parcel split occurred in violation of the LLUPA and the requirements of Teton County Code- Title 9, and to provide for a means of certifying that the real property does comply with the provisions of LLUPA and Teton County Code- Title 9.

##### 9-11-2 LEGALLY CREATED PARCELS – REQUIRED FOR GRANTING OF CERTAIN PERMITS – CRITERIA FOR DETERMINATION.

No building permit, grading permit nor any other permit may be issued, nor any approval granted necessary to develop any property, unless and until said property has been determined to have been

legally created; provided further, such permits may be denied if the applicant was the owner of the real property at the same time of the violation or currently owns the property with the knowledge of the violation as provided through a notice of violation pursuant to the procedures set forth herein.

For a parcel to be considered a legally created parcel, its specific boundaries must have been established or set forth by one of the following means:

- A. A signed & recorded subdivision plat;
- B. If the parcel was created BEFORE June 14, 1999-
  - a. A deed describing the parcel by a metes-and-bounds description recorded prior to June 14, 1999 (contiguous sub-"lots" or sub-"parcels" described on a single deed are considered a single parcel);
  - b. A record of survey recorded prior to June 14, 1999 showing the existing boundaries;
- C. If the parcel was created AFTER June 14, 1999-
  - a. A recorded One-Time-Only survey with a Teton County authorization signature;
  - b. A recorded survey identifying the legal process in Title 9 and the created parcels met the requirements of the identified process in Title 9 at the date of creation;
- D. Any of the above means combined with a County-approved and recorded boundary adjustment survey or amended plat;
- E. Signed & recorded "Parcel Rectification Plat", in compliance with 9-11-8.

##### 9-11-3 NOTICE OF VIOLATION – REQUIRED WHEN – CONTENTS – EFFECT.

If the Planning Director becomes aware of any parcel which has not resulted from a legal division or consolidation of property in compliance with LLUPA and applicable County Codes, he/she will send to the property owner, or owners, of said property written notice notifying them of the violation. This written notification will advise the property owner(s) that:

- A. The Planning Director has determined that subject property together with other contiguous property has been divided or has resulted from a division in violation of LLUPA and applicable County codes;
- B. No building permit, grading permit nor any other permit may be issued, nor any approval granted necessary to develop said property, unless and until an identified approval process 9-11-8 is completed, approved, and recorded in full compliance with the LLUPA and provisions of this Chapter, adopted pursuant thereto.
- C. The Planning Director will cause a notice of violation to be recorded in the office of the county recorder within 15 days of notification to property owner(s) which will describe the violation and the property and name the owner(s) thereof. This notice when recorded will be constructive notice of the violation to all successors in interest of said property;
- D. If subject property was purchased through a licensed real estate salesman or broker after the adoption of this ordinance and it is felt that the property was misrepresented, the Idaho Real Estate Commission shall be notified.

#### 9-11-4 CERTIFICATE OF COMPLIANCE – REQUEST FOR DETERMINATION AUTHORIZED.

Any person owning real property may apply for a Certificate of Compliance, and the County shall determine, whether said property was created in a way that complied with the provisions of Title 9, and thus constitutes a legal and buildable parcel.

#### 9-11-5 CERTIFICATE OF COMPLIANCE – APPLICATION PROCEDURE – DOCUMENTS TO BE SUBMITTED – FEE.

##### A. Application.

1. Application for a "Certificate of Compliance" shall be made with the Planning and Building Department in accordance with the following specifications:
  - i. A completed application form must be filled out
2. Each plat shall contain the following information:

##### B. A notice stating the following shall be signed:

This certificate relates on to issues of compliance or noncompliance with LLUPA and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with LLUPA or any local ordinance enacted pursuant hereto. Development of the parcel may require issuance of a permit or permits, or other grants of approval.

##### C. The required filing fee(s).

#### 9-11-6 VOIDABILITY OF DEEDS OR CONTRACTS VIOLATING PROVISIONS.

Any deed of conveyance, sale or contract to sell made contrary to the provisions of this title may be voidable in accordance with Idaho State Code 55-9.

#### 9-11-7 FAILURE TO COMPLY AND ILLEGAL DIVISION OF LAND DEEMED MISDEMEANOR – PENALTY.

Those parcels of land which are subdivided contrary to the provisions of this title shall not constitute legal building sites and no permit shall be issued for the installation of fixtures or equipment or for the erection, construction, conversion, establishment, alteration or enlargement of any building, structure or improvement thereon unless and until an identified approval process (9-11-8) is completed, approved, and recorded in full compliance with the LLUPA and provisions of this Chapter. Any person who subdivides or causes to be subdivided land without complying in all respects with the provisions of this title shall be subject to prosecution for a misdemeanor as defined hereinafter. Any offer to sell, contract to sell, sale or deed of conveyance made contrary to the provisions of this title is a misdemeanor, and any person, firm or corporation, upon conviction thereof, shall be punishable by a fine of not more than \$10,000, or imprisonment for a period of not more than one year, or by both such fine and imprisonment.

#### 9-11-8 NONCOMPLYING PARCELS – PROCESSES FOR OBTAINING BUILDING RIGHTS.

The owner, purchaser, or his successor in interest, of a parcel which is the result of a division of land that did not comply with the provisions of Title 9 may utilize the following provisions to bring the parcel/parcels into compliance:

- p. Owner's Certificate – Signature block with approval statement. MUST BE NOTARIZED
- q. Recorder's Certificate
- r. Certificate of Acceptance of Mortgagee, if applicable. MUST BE NOTARIZED

##### 3. Process

Once a completed "Parcel Rectification Plat" application is made the process for approval is as follows:

- i. Staff Review: Any proposed application shall first be reviewed by the Planning Administrator to determine if the application meets the criteria of this Chapter and the intent of the Comprehensive Plan. The Planning Administrator has the discretion to schedule a meeting with the applicant to review possible modifications of the application. Once the Planning Administrator has reviewed the application and finds it does or does not meet the criteria of this Chapter and the intent of the Comprehensive Plan, a letter will be sent to the applicant outlining the findings. If the application does meet the criteria of this section and the intent of the Comprehensive Plan, it will be scheduled on the next available Board of County Commissioner Agenda.
- ii. Board Review: The Board will review staff's findings and the application during a regularly schedule public meeting. The Board will approve, deny, or table the application to another meeting if additional information is needed. Approvals will only be granted if the application meets the criteria found in 9-11-4.
- iii. Survey Review: Once the Board has approved the application, the County Surveyor will review the submitted plat. Any changes needed to the plat will be forwarded to the applicant.
- iv. Recording: Once the plat has been reviewed and approved by the County Surveyor, the following shall be submitted to the Teton County Planning and Building Department for recording:
  - Two mylar copies of the Final Plat with approval signatures
  - At least one paper copy of the Final Plat with approval signatures (for the applicant)
  - Development Agreement, if required
  - DWG format of Final Plat on CD

The applicant is responsible for all recording fees required at the time of recording.

##### 4. Criteria for Approval-

The following criteria must be met in order for the application to be approved by the Board.

- i. The proposed lots must meet the minimum lot size of the underlying zone, exclusive of any public dedicated easements or right-of-ways, either based on the adopted requirements at the time of this application or the adopted requirements at the time the parcels were created through one of the processes identified in 9-11-1.
- ii. The proposed lots must have approved access.
- iii. There must have been a survey recorded with Teton County showing the creation of the parcel(s) prior to 2010.

A. Recordation of no building rights: if the illegal split resulted in two (2) parcels, but there was only one (1) building right and the property owners of the two lots agree that one of the lots will remain unbuildable, they may record an official document clarifying which parcel would receive the building right and which one would not.

##### B. Retroactive One-Time-Only:

1. Applicability-The parent parcel of the illegal split would be eligible for a One-Time-Only under the existing code.
2. Process- The process for a One-Time-Only split must be followed, and the required fees for that process shall be submitted as well. The property owners of both parcels must sign the application.
3. Criteria for Approval- All requirements and submittals for the One-Time-Only shall be followed.

##### C. Parcel Rectification Plat:

1. Applicability-The parcel would not qualify for a retroactive One-Time-Only, yet can meet the criteria found in 9-11-8-C-4.
2. Application-

A property owner(s) of parcel(s) receiving a notice of violation, that does not qualify for a Retroactive One-Time-Only can complete and submit the "Parcel Rectification Plat" application provided by the Planning and Building Department. Application to this process does not guarantee approval. In addition to the complete application form, the following is required:

  - i. Fees (Application and Survey/Plat review fee);
  - ii. Narrative outlining how, when, and by whom the parcels were originally created;
  - iii. Approval letter from Eastern Idaho Public Health;
  - iv. Approval letter from Teton County Fire District;
  - v. Acceptance letter from the city for sewer hookup, or from the providing community, if applicable;
  - vi. Plat created by a surveyor, licensed in the State of Idaho which includes:
    - a. Vicinity Map, Date of Survey, and North Arrow
    - b. Map scale adequate to depict all adjusted lots (show Bar Scale)
    - c. Legend with a description for all line weights and symbols used
    - d. All bearings and distances for all property lines. Include Basis of Bearing and CP&F Reference
    - e. All known easements shown with their instrument numbers
    - f. All existing physical access points shown
    - g. Legal access points shown or possibility for future County Road access permits established
    - h. Property Legal Descriptions
    - i. Surveyor's Certification – Signature block with statement
    - j. County Treasurer's Certification
    - k. County Assessor's Certification
    - l. Easter Idaho Public Health Certification
    - m. Teton County Board of County Commissioners Chair Certification
    - n. Fire District – Signature block with approval statement
    - o. Certificate of Survey Review – Signature block with approval statement

iv. No more than two (2) buildable lots are being created through this process.

##### D. Subdivision Process:

1. Applicability-The parent parcel of the illegal split would be eligible for a subdivision under the existing code.
2. Process- The process for a subdivision must be followed, and the required fees for that process shall be submitted as well. The property owners of all parcels must sign the application.
3. Criteria for Approval- All requirements and submittals for the subdivision shall be followed.

#### 9-11-9 DENIAL OF APPLICATION.

If the application fails to meet the criteria identified above, it shall be denied. Fees paid are not refundable if the application is denied.

#### 9-11-10 APPEAL OF FINAL DECISIONS.

Decisions of the Board of County Commissioners are final. Applicants or affected property owners shall have no more than 14 days after the written decision is delivered to request reconsideration by the BoCC. If still not satisfied with a decision of the Board of County Commissioners, one may pursue appeals to District Court within 28 days of the written decision being delivered.