



A REQUEST FOR A ZONING MAP AMENDMENT & CONDITIONAL USE PERMIT

BY: Rachel & Michael Fortier
FOR: Fin and Feather Inn
WHERE: 316 W 9500 S (Victor)
PREPARED FOR: Board of County Commissioners
Public Hearing of June 13, 2016

APPLICANT: Rachel and Michael Fortier

LANDOWNER: Rachel Fortier

APPLICABLE COUNTY & STATE CODES: Amendments pursuant to Title 8, Chapter 11 and Conditional Use Permit pursuant to Title 8, Chapter 6, of the Teton County Zoning Ordinance, (amended 9/9/2013); Teton County Comprehensive Plan (A Vision & Framework 2012-2030). Idaho State Statutes 67-6511 and 67-6512.

REQUEST: Michael and Rachel Fortier, owners of the Fin and Feather Inn, are applying for a zoning map amendment and a conditional use permit. The Fin and Feather Inn was permitted as a Residential Bed & Breakfast in 2014, which allows up to 3 rooms. The Fortiers would like to increase the number of rooms to 5 to accommodate their growth, allow for an operational buffer, and allow for business insurance. A bed & breakfast with 5 rooms is considered a Bed & Breakfast Inn, which is not permitted in the A-2.5 zone. This proposal includes rezoning the Fortier parcel from A-2.5 to R-1, followed by a Conditional Use Permit application for a Bed & Breakfast Inn. This increase in rooms does not require any additional construction.

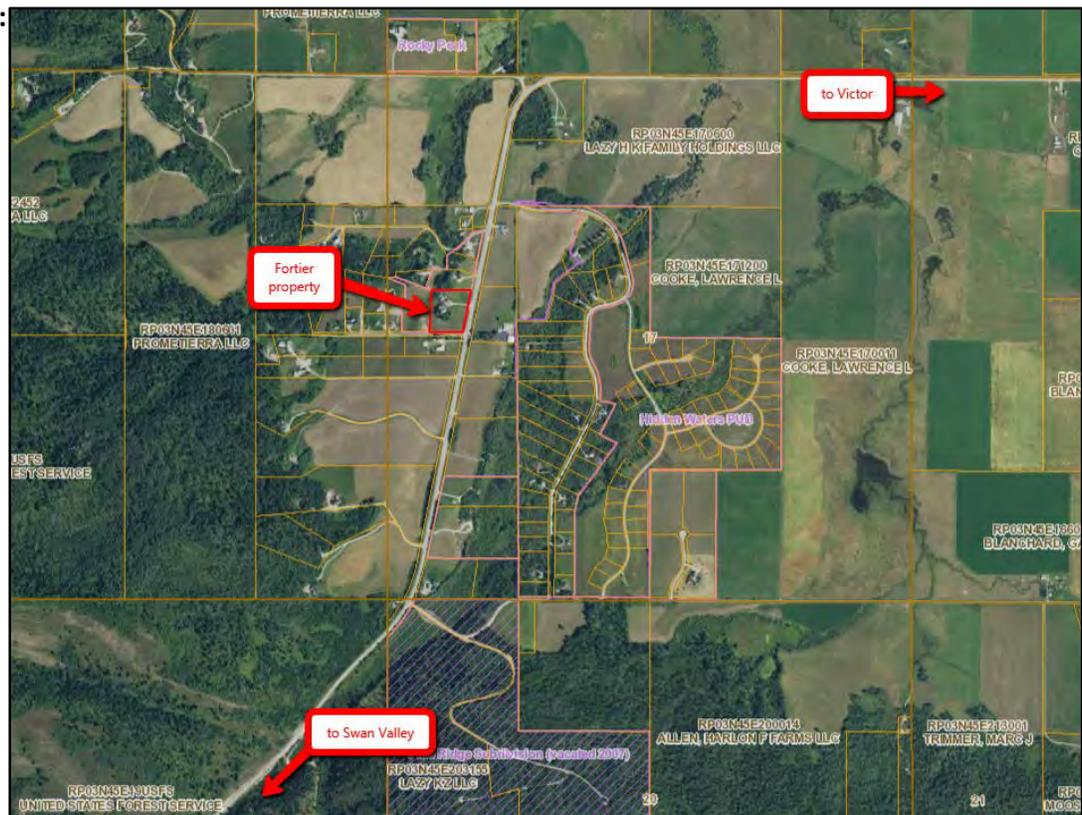
LEGAL DESCRIPTION: RP004600000020; LOT 2 BROWNS ACRES SEC 17 T3N R45E

LOCATION: 316 W 9500 S, Victor, ID 83455

ZONING DISTRICT: A-2.5

PROPERTY SIZE: 3.08 acres

VICINITY MAP:



AERIAL IMAGE OF PROPERTY



PROJECT BACKGROUND

Rachel Fortier, owner of the Fin and Feather Inn, submitted applications for a Zoning Map Amendment and a Conditional Use Permit on March 28, 2016 (Attachments 1-5). A Development Review Committee (DRC) Meeting was held on April 12, 2016 with the applicant, Planning, and Eastern Idaho Public Health to discuss the application materials. The Planning & Zoning Commission held a public hearing for this proposal on May 10, 2016. Both applications were recommended for approval with conditions, which included requiring a development agreement between the property owner and the County (see Attachment 9).

This property is zoned A-2.5. The Fin and Feather Inn was permitted as a Residential Bed & Breakfast in September 2014, which is limited to 3 guestrooms. Prior to receiving the permit for a Residential B&B, the Fortier home was completely renovated to bring the building up to building code standards (see Attachment 5). This property is located in the Scenic Corridor Overlay (see Attachment 7). However, the applicant is not proposing any new structures or changes to the existing structure, so a Scenic Corridor Design Review was not required.

PROJECT DESCRIPTION:

Rachel and Michael Fortier are proposing to use their existing home and Residential Bed & Breakfast as a Bed & Breakfast Inn. A Bed & Breakfast Inn is not currently allowed in the A-2.5 zone. Therefore, the Fortiers are requesting a zone change from A-2.5 to the R-1 zone.

As per Title 8-3-6-C, the purpose of the R-1 zone is “to provide a low, medium, and high density residential land use opportunities in the area within and adjoining the designated area of city impact and the scenic corridor overlay areas.” This property is located in the Scenic Corridor, so it meets this purpose.

The applicants are also requesting a Conditional Use Permit for a Bed & Breakfast Inn. Currently, the Fin and Feather Inn is permitted as a Residential Bed & Breakfast. This is limited to the use of three (3) guestrooms with the option to serve food.

The Teton County Code, Title 8 defines a Bed & Breakfast Inn as:

BED & BREAKFAST INN, BOARDING/LODGING HOUSE: A residence or building that has four or more guest units, exhibits a character of use similar to a motel or hotel, serves food to overnight guests, and is open to the traveling public for stays fewer than 30 consecutive days.

The Fin and Feather Inn is already serving breakfast to its guests, so the only change will be the number of rooms being used. The applicants are requesting the use of five (5) guestrooms. The two additional rooms were previously used by long-term renters. The existing parking area is large enough to accommodate parking with the use of 5 guestrooms, as it was already doing so, and the vehicle traffic will be similar to the existing traffic.

The increase to 5 guestrooms would provide the Fin and Feather Inn with an operational buffer, business insurance options (some insurance companies will only insure a Bed & Breakfast if it has 4+ rooms), more guests, and more employees. The applicant has stated they have been limited when renting to guests because of the available rooms. One of the additional rooms being requested is a 2-bedroom suite with a shared bathroom, which would allow for a diverse group of guests, such as guests with children, to stay without booking multiple rooms.

Zone Change Considerations

1. *Differences Between Zoning Districts*

- a. **Density and Minimum Lot Sizes:** One major difference between the A-2.5 zone and the R-1 zone is the minimum lot size. This parcel cannot be split further in the A-2.5 zone because the split would not be able to meet the underlying density and minimum lot size requirements. The minimum lot size of the R-1 zone is 9,000 ft², which would make it possible for this parcel to be split. However, if the property owner wanted to split this parcel, it would be considered a substantial plat amendment, which requires public hearings and approval by the Board of County Commissioners. The property owner is not intending to increase the density on this parcel or split it further. *This is addressed in the Recommended Conditions of Approval.*
- b. **Allowed Uses:** Another difference between the A-2.5 zone and the R-1 zone are the allowed uses. There are fewer uses identified for the R-1 zone in the Land Use Matrix (8-4-1).
 - i. Uses identified for the R-1 zone that are not included in the A-2.5 zone include:
 1. Day Care Center (13+ children) – Conditional Use Permit
 2. Bed & Breakfast Inn – Conditional Use Permit
 3. Group Home – Conditional Use Permit
 4. Two-family dwelling – Permitted
 5. Multiple-family dwelling – Permitted
 6. Convalescent/Nursing Home – Conditional Use Permit
 7. Assisted Living Center/Retirement Home – Conditional Use Permit
 - ii. Although there are additional uses, most require a Conditional Use Permit. The applicants do not intend to use the property for additional uses beyond their

home and a Bed & Breakfast Inn. *This is addressed in the Recommended Conditions of Approval.*

2. Future Zone Changes

- a. Idaho State Statute 67-6511 states that “if a governing board adopts a zoning classification pursuant to a request by a property owner based upon a valid, existing comprehensive plan and zoning ordinance, the governing board shall not subsequently reverse its action or otherwise change the zoning classification of said property without the consent in writing of the current property owner for a period of four (4) years from the date the governing board adopted said individual property owner's request for a zoning classification change.” This could be a concern as Teton County is currently working on a new Land Use Development Code and Zoning Map. The applicants have stated they would allow the County to rezone their property with the new Zoning Map if the zone change and CUP were approved. *This is addressed in the Recommended Conditions of Approval.*

DRC MEETING - KEY ISSUES:

On April 12, 2016, we had a DRC meeting with Rachel Fortier, Michael Fortier, Eastern Idaho Public Health (Mike Dronen), Teton County Planning Administrator (Jason Boal), and Teton County Planner (Kristin Rader). From this meeting, there were no key issues identified.

- NUMBER OF ROOMS: The applicant requested the use of 5 rooms for the Bed & Breakfast Inn.
- SEPTIC SYSTEM: Based on the application materials, Eastern Idaho Public Health stated that a new septic system was recently installed and the capacity of the system is much larger than needed for the existing and proposed use.

SPECIFIC REQUIREMENTS FOR PUBLIC HEARING NOTICE: Idaho Code, Title 67; Section 67-6509, 67-6511, 67-6512, and Title 8, Section 8-6-1 and Section 8-11 of the Teton County Zoning Ordinance. The public hearing for the Board of County Commissioners was duly noticed in the Teton Valley News. A notification was sent via mail to surrounding property owners within a 300-foot buffer area, including all property owners in subdivisions within the 300-foot buffer area. Political Subdivisions providing services in the area were also noticed, and a notice was also posted on the property providing information about the public hearing.

COMMENTS FROM NOTIFIED PROPERTY OWNERS & PUBLIC AT LARGE

Staff has not received any written comments from the public at the time of this report.

SECTION 8-11-1 CRITERIA FOR APPROVAL OF A ZONING MAP AMENDMENT

Title 8 states that the Board may amend the Zoning Map upon a finding that the amendment is required for public convenience, necessity, health, safety or the general welfare. In addition, Idaho State Statute 67-6511 states that a zoning amendment may not conflict with the adopted Comprehensive Plan.

<i>Criterion</i>	<i>Staff Comments</i>
<p>1. Public convenience, necessity, health, safety or the general welfare</p>	<ul style="list-style-type: none"> ▪ Staff has determined that this application is not negatively impacting the public health, safety, or general welfare. The impact of this use will be the same as the existing use on the property. No new construction is being required, and no new services are being required. This application will provide additional short term lodging options available in the County. ▪ Title 8 only allows the R-1 zoning district in the Areas of City Impact and along the Scenic Corridor. This property is located in the Scenic Corridor, so it would be eligible for the R-1 zone.
<p>2. Not in conflict with the adopted Comprehensive Plan</p>	<ul style="list-style-type: none"> ▪ Staff has determined that this application is not in conflict with the Comp. Plan. The recommended conditions of approval limit the R-1 uses to only a Bed & Breakfast Inn, so no other uses will be permitted on the parcel, nor will additional lot splits be allowed. ▪ Although the Comp. Plan says to concentrate commercial, mixed use development, and housing near existing towns, this is an existing use that does not require additional construction. It is also located near a Gateway area on the Framework Map. The use is only for lodging, which could help support other goals and policies of the Comp. Plan by providing lodging for visitors here to enjoy the Natural Resource and Recreational opportunities in the County, as well as reducing the need for land to be developed for lodging. ▪ This application supports the following policies: <ul style="list-style-type: none"> ○ ED 1.3 Encourage and support local commerce ○ ED 1.6 Encourage and pursue economic diversity, innovation, and creativity to keep our economy stable ○ ED 1.7 Support the expansion of recreational, cultural, and entertainment options that would improve the visitor experience and boost economic development ○ ED 4.7 Encourage creative economic solutions such as live-work opportunities and appropriate home businesses. ▪ This parcel is identified as Rural Agricultural on the Framework Map and Foothills on the Proposed Zoning Map. Both areas call for low density residential uses. There is no agricultural use on the parcel. There is one existing home on the property being used as a Bed & Breakfast, with no new construction or increased density is being proposed. ▪ This parcel is located near a Gateway on the Framework Map. Gateways are identified as areas that emphasize the sense of arrival, which could include rest areas, visitor information, etc. The Fin and Feather Inn website currently includes information about local and regional activities.

RECOMMENDED CONDITIONS OF APPROVAL | *Zoning Map Amendment*

1. The applicant will provide written consent stating Teton County may rezone the property with the adoption of the new Land Use Development Code and associated Zoning Map.

2. The applicant will not pursue a zoning map amendment for their adjacent property, also known as Lot 2 of Brown Acres Subdivision.
3. The applicant will enter into a Development Agreement with Teton County, pursuant to Idaho State Statute 67-6511(a), restricting the R-1 uses to only allow Bed & Breakfast Inn and restricting any subdivision under the R-1 zone.

POSSIBLE BOARD OF COUNTY COMMISSIONERS ACTIONS | Zoning Map Amendment

- A. Approve the Zoning Map Amendment, with the recommended conditions of approval listed in this staff report, having provided the reasons and justifications for the approval.
- B. Approve the Zoning Map Amendment with modifications to the application request, or adding conditions of approval, having provided the reasons and justifications for the approval and for any modifications or conditions.
- C. Deny the Zoning Map Amendment application request and provide the reasons and justifications for the denial.
- D. Continue to a future BoCC Public Hearing with reasons given as to the continuation or need for additional information.
- E. Remand back to the PZC with reasons and justifications for the decision.

POSSIBLE MOTIONS | Zoning Map Amendment

The following motions could provide a reasoned statement if a Commissioner wanted to recommend approval or denial of the application:

APPROVAL

Having concluded that the Criteria for Approval of a Zoning Map Amendment found in Title 8-11 and Idaho State Statute 67-6511 can be satisfied with the inclusion of the following conditions of approval:

1. *The applicant will provide written consent stating Teton County may rezone the property with the adoption of the new Land Use Development Code and associated Zoning Map.*
 2. *The applicant will not pursue a zoning map amendment for their adjacent property, also known as Lot 2 of Brown Acres Subdivision.*
 3. *The applicant will enter into a Development Agreement with Teton County, pursuant to Idaho State Statute 67-6511(a), restricting the R-1 uses to only allow Bed & Breakfast Inn and restricting any subdivision under the R-1 zone.*
- *and having found that the considerations for granting the Zoning Map Amendment can be justified and have been presented in the application materials, staff report, and presentations to the Board of County Commissioners,*
 - *and having found that the proposal is not in conflict with the goals and policies of the 2012-2030 Teton County Comprehensive Plan,*
 - *I move to APPROVE the Zoning Map Amendment for Rachel Fortier as described in the application materials submitted on March 28, 2016 and as supplemented with additional applicant information attached to this staff report.*

DENIAL

Having concluded that the Criteria for Approval of a Zoning Map Amendment found in Title 8-11 and Idaho State Statute 67-6511 have not been satisfied, I move to DENY the Zoning Map Amendment for Rachel Fortier as described in the application materials submitted on March 28, 2016 and as supplemented with additional applicant information attached to this staff report. The following could be done to obtain approval:

1. ...

SECTION 8-6-1-B-7 CRITERIA FOR APPROVAL OF A CONDITIONAL USE

The following findings of fact shall be made if the Conditional Use is being approved. If the application is being denied, the Board should likewise specify the reasons for denial based on the items listed below.

<i>Criterion</i>	<i>Staff Comments</i>
1. Location is compatible to other uses in the general neighborhood.	<ul style="list-style-type: none"> ▪ This property is currently surrounded by residential uses, agricultural uses, and vacant lots. ▪ It is currently being used as a Bed & Breakfast, and no other uses or structures are being proposed. Teton County has not received any complaints about this use since it was permitted in 2014.
2. Use will not place undue burden on existing public services and facilities in the vicinity.	<ul style="list-style-type: none"> ▪ This use will utilize an existing structure that is accessible directly from Highway 31. No new structures are being proposed. No new services are being requested. The impact of this use would be similar to the existing impact because the additional rooms being requested were previously rented by long term tenants. ▪ An original building permit could not be found for the structure, but the building is shown on the 2005 plat, so it would have been included in the calculations for the currently adopted Capital Improvement Plan. ITD was sent the application but did not provide comments.
3. Site is large enough to accommodate the proposed use and other features of this ordinance	<ul style="list-style-type: none"> ▪ The existing building is already being used as a bed & breakfast. There are 8 rooms total in the house, and the applicants are only requesting to use 5 of those. ▪ The Teton County Code requires a minimum of 1 parking space per unit for a hotel, motel, club, lodging house use. With 5 rooms, this use would need 5 parking spaces, which are available.
4. Proposed use is in compliance with and supports the goals, policies and objectives of the Comprehensive Plan.	<ul style="list-style-type: none"> ▪ See comments for Criterion of Approval #2 for Zone Change. ▪ This use is utilizing an existing building, which will help minimize costs. This also complies with other goals of the Comp Plan by not adding new infrastructure that could decrease open space, impact agricultural lands and natural resources, or increase the burden on public services. This also accesses directly from Highway 31, which is transit friendly.

RECOMMENDED CONDITIONS OF APPROVAL | Conditional Use Permit

1. The Bed & Breakfast Inn is limited to using 5 guest rooms. If more rooms are desired, the Conditional Use Permit must be modified through the required process at that time.
2. Any additional development or changes to the existing structure on this property requires a Scenic Corridor Design Review, where applicable.
3. Parking must meet the Teton County Code requirements, including number of spaces and size, as well as ADA accessible requirements.
4. The CUP is conditional on the Development Agreement for the Zoning Map Amendment.

POSSIBLE BOARD OF COUNTY COMMISSIONERS ACTIONS | Conditional Use Permit

- A. Approve the CUP, with the recommended conditions of approval listed in this staff report, having provided the reasons and justifications for the approval.
- B. Approve of the CUP with modifications to the application request, or adding conditions of approval, having provided the reasons and justifications for the approval and for any modifications or conditions.
- C. Deny the CUP application request and provide the reasons and justifications for the denial.

- D. Continue to a future BoCC Public Hearing with reasons given as to the continuation or need for additional information.
- E. Remand back to the PZC with reasons and justifications for the decision.

POSSIBLE MOTIONS | *Conditional Use Permit*

The following motions could provide a reasoned statement if a Commissioner wanted to approve or deny the application:

APPROVAL

Having concluded that the Criteria for Approval of a Conditional Use Permit found in Title 8-6-1 can be satisfied with the inclusion of the following conditions of approval:

1. *The Bed & Breakfast Inn is limited to using 5 guest rooms. If more rooms are desired, the Conditional Use Permit must be modified through the required process at that time.*
 2. *Any additional development or changes to the existing structure on this property requires a Scenic Corridor Design Review, where applicable.*
 3. *Parking must meet the Teton County Code requirements, including number of spaces and size, as well as ADA accessible requirements.*
 4. *The CUP is conditional on the Development Agreement for the Zoning Map Amendment.*
- *and having found that the considerations for granting the Conditional Use Permit can be justified and have been presented in the application materials, staff report, and presentations to the Board of County Commissioners,*
 - *and having found that the proposal is generally consistent with the goals and policies of the 2012-2030 Teton County Comprehensive Plan,*
 - *I move to APPROVE the Conditional Use Permit for the Fin and Feather Inn as described in the application materials submitted on March 28, 2016 and as supplemented with additional applicant information attached to this staff report.*

DENIAL

Having concluded that the Criteria for Approval of a Conditional Use Permit found in Title 8-6-1 have not been satisfied, I move to DENY the Conditional Use Permit for the Fin and Feather Inn as described in the application materials submitted on March 28, 2015 and as supplemented with additional applicant information attached to this staff report. The following could be done to obtain approval:

1. ...

Prepared by Kristin Rader on 6-1-2016

ATTACHMENTS:

- | | |
|--------------------------------------|--|
| 1. Zone Change Application (4 pages) | 6. Browns Acres plat #167981 (2 page) |
| 2. CUP Application (4 pages) | 7. Scenic Corridor map (1 page) |
| 3. Letter of Authorization (1 page) | 8. Adjacent Landowner Notification (2 pages) |
| 4. Deed of Trust #234828 (5 pages) | 9. Draft Development Agreement (4 pages) |
| 5. Narrative (15 pages) | |

End of Staff Report



RECEIVED
BY: K. Lader
DATE: 3-28-2016

ZONE CHANGE APPLICATION

The planning staff is available to discuss this application and answer questions. Once a complete application is received, it will be reviewed by the planning administrator or his designee and then scheduled for a public hearing with the Planning and Zoning Commission, who will make a recommendation to the Board of County Commissioners. A second public hearing will be scheduled with the Board of County Commissioners who will make the final decision. It is recommended that the applicant review Title 8 of the Teton County Code and 67-6519 and 67-6535 of the Idaho Code. Application materials may be viewed on the Teton County Idaho website at www.tetoncountvidaho.gov

To expedite the review of your application, please be sure to address each of the following items

SECTION I: PERSONAL AND PROPERTY RELATED DATA

Owner: Rachel Fortier
Applicant: Rachel Fortier E-mail: rachel.fortier@gmail.com
Phone: (240) 620-4179 Mailing Address: 9444 S HWY 31
City: Victor State: ID Zip Code: 83455
Engineering Firm: _____ Contact Person: _____ Phone: () _____
Address: _____ E-mail: _____

Location and Zoning District:
Address: 9444 S HWY 31, Victor, ID Parcel Number: RPO04600000010
Section: 17 Township: T3N Range: R45E Total Acreage: 3.52
Present Zoning District: A 2.5 Requested Zoning District: R-1

- Latest Recorded Deed to the Property
- Fees paid in accordance with current fee schedule
- Affidavit of Legal Interest
- Legal Description

I, the undersigned, have reviewed the attached information and found it to be correct. I also understand that the items listed below are required for my application to be considered complete and for it to be scheduled on the agenda for the Board of County Commissioners public hearing.

• Applicant Signature: Rachel Fortier Date: 3/28/16

I, the undersigned, am the owner of the referenced property and do hereby give my permission to _____ to be my agent and represent me in the matters of this application. I have read the attached information regarding the application and property and find it to be correct.

• Owner Signature: Rachel Fortier Date: 3/28/16

Fees are non-refundable.

SECTION II: REQUIRED ITEMS

1. Narrative that addresses the criteria below.
2. Ten (10) copies of the Plat of Survey labeled "Change of Zone"•
 - Legal description
 - Vicinity Map showing surrounding properties
 - Current zoning district
 - Requested zoning district

SECTION III: CRITERIA FOR RECOMMENDATIONS AND DECISIONS

1. Recommendations of the commission and the decisions of the board shall be made a matter of public record in accordance with sections 67-6511, 67-6519 and 67-6535 of the Idaho Code. The recommendations and decisions shall specifically find that such changes, modifications, and reclassifications of zoning districts meet the following criteria:

- The approval or denial of the application shall be based upon standards and criteria which shall be set forth in the comprehensive plan, zoning ordinance or other appropriate county ordinances or regulations, and particular consideration shall be given to the effects of any proposed zone change upon the delivery of public services, including school districts;
- The comprehensive plan is considered for compliance and conformance with the goals, policies and objectives as outlined in the plan and other evidence gathered through the public hearing process;
- The proposed change will maintain and preserve compatibility of surrounding zoning districts and future development;
- The proposed change will maintain the purposes and objectives of zoning and secure the public health, safety and general welfare;
- The approval or denial shall be in writing and accompanied by a reasoned statement that explains the criteria and standards considered relevant, states the relevant facts relied upon, and explains the rationale for the decision based upon the applicable provisions of the comprehensive plan, relevant ordinances and statutory provisions, pertinent constitutional principles and factual information contained in the record.

SECTION IV: SPECIFIC REQUIREMENTS FOR PUBLIC HEARING AND NOTICE

Notification is required for both hearings in accordance with Title 67, Chapter 65; Section 6509 of the Idaho Code. Notice shall be provided by mail to property owners within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered, and any additional area that may be impacted by the proposed change. Notice shall also be posted on the premises not less than one (1) week prior to the hearing. At least fifteen (15) days prior to the hearing, notice of the time, date and place and a summary of the plan to be discussed shall be published in the paper of general circulation within the jurisdiction. This procedure will be completed by the planning staff.

SECTION V: STAFF SUMMARY ANALYSIS, REASONING AND FACT FINDING

SECTION VI: PLANNING AND ZONING COMMISSION ACTION

SECTION VII: BOARD OF COUNTY COMMISSIONERS ACTION



RECEIVED
By: K. Kaler
DATE: 3-28-2016

ZONE CHANGE APPLICATION

The planning staff is available to discuss this application and answer questions. Once a complete application is received, it will be reviewed by the planning administrator or his designee and then scheduled for a public hearing with the Planning and Zoning Commission, who will make a recommendation to the Board of County Commissioners. A second public hearing will be scheduled with the Board of County Commissioners who will make the final decision. It is recommended that the applicant review Title 8 of the Teton County Code and 67-6519 and 67-6535 of the Idaho Code. Application materials may be viewed on the Teton County Idaho website at www.tetoncountyidaho.gov
To expedite the review of your application, please be sure to address each of the following items

SECTION I: PERSONAL AND PROPERTY RELATED DATA

Owner: Rachel Fortier

Applicant: Rachel Fortier E-mail: rachel.fortier@gmail.com

Phone: (240) 620-4179 Mailing Address: 9444 S HWY 31

City: Victor State: ID Zip Code: 83455

Engineering Firm: _____ Contact Person: _____ Phone: () _____

Address: _____ E-mail: _____

Location and Zoning District:

Address: 9444 S HWY 31, Victor, ID Parcel Number: RPO04600000010

Section: 17 Township: T3N Range: R45E Total Acreage: 3.52

Present Zoning District: A 2.5 Requested Zoning District: R-1

- Latest Recorded Deed to the Property
- Fees paid in accordance with current fee schedule
- Affidavit of Legal Interest
- Legal Description

I, the undersigned, have reviewed the attached information and found it to be correct. I also understand that the items listed below are required for my application to be considered complete and for it to be scheduled on the agenda for the Board of County Commissioners public hearing.

RACHEL L FORTIER
9444 SOUTH HIGHWAY 31
VICTOR, ID 83455

1083
93-527/929 328
9866112593
to the

4/4/16
Date

Pay to the Order of Teton County Idaho \$ 1215.00
One thousand fifteen 00/100 Dollars

01007 Wells, N.A. is an Equal Housing Lender



Rachel R

Legal Description of Property

LOT 1 BROWNS ACRES SEC 17 T3N R45E

I Rachel Fortier certify that this application is for the legal description shown above.

Rachel Fortier

9444 S Hwy 31
Victor, ID 83455

RECEIVED
BY: K. Rader
DATE: 3-28-2016



CONDITIONAL USE PERMIT APPLICATION

Teton County, Idaho

The planning staff is available to discuss this application and answer questions. Once a complete application is received, it will be reviewed by the planning administrator or his designee and then scheduled for a public hearing with the Planning and Zoning Commission, who will make a recommendation to the Board of County Commissioners. A second public hearing will be scheduled with the Board of County Commissioners who will make the final decision. It is recommended that the applicant review Title 8 of the Teton County Code and 67-6512 of the Idaho Code. Application materials may be viewed on the Teton County Idaho website at www.tetoncountyidaho.gov.

To expedite the review of your application, please be sure to address each of the following items.

SECTION I: PERSONAL AND PROPERTY RELATED DATA

Owner: Rachel Fortier

Applicant: Rachel Fortier E-mail: rachel.fortier@gmail.com

Phone: (240) 620-4179 Mailing Address: 9444 S HWY 31

City: Victor State: ID Zip Code: 83455

Engineering Firm: _____ Contact Person: _____ Phone: () _____

Address: _____ E-mail: _____

Location and Zoning District:

Address: 9444 S HWY 31, Victor, ID 83455 Parcel Number: RP00460 0000010

Section: 17 Township: T3N Range: R45E Total Acreage: 3.52

Zoning District: A-1 Requested Land Use: Bed and Breakfast Inn

I, the undersigned, have reviewed the attached information and found it to be correct. I also understand that the items listed below are required for my application to be considered complete and for it to be scheduled on the agenda for the Board of County Commissioners public hearing.

• Applicant Signature: *Rachel Fortier* Date: 3/28/16

Fees are non-refundable.

I, the undersigned, am the owner of the referenced property and do hereby give my permission to _____ to be my agent and represent me in the matters of this application. I have read the attached information regarding the application and property and find it to be correct.

• Owner Signature: Rachel R Date: 3/28/16

SECTION I: REQUIRED ITEMS

1. Latest Recorded Deed to the Property
2. Affidavit of Legal Interest
3. Application fee paid in full in accordance with current fee schedule
4. Twelve (12) copies of information and data (pictures, diagrams, etc.) necessary to assure the fullest presentation of the facts for evaluation of the request.
5. Twelve (12) copies of a site plan drawn to scale.
6. Narrative explaining the following:
 - Location is compatible to other uses in the general neighborhood.
 - Use will not place undue burden on existing public services and facilities in the vicinity.
 - Site is large enough to accommodate that proposed use and other features of this ordinance.
 - Proposed use is in compliance with and supports the goals, policies, and objectives of the Comprehensive Plan

SECTION III: CRITERIA FOR RECOMMENDATIONS AND DECISIONS

1. Upon the granting of a conditional use permit, conditions may be attached to a conditional use permit including, but not limited to, those:
 - Minimizing adverse impact on other development;
 - Controlling the sequence and timing of development;
 - Controlling the duration of development;
 - Assuring that development is maintained properly;
 - Designating the exact location and nature of development;
 - Requiring the provision for on-site or off-site public facilities or services;
 - Requiring more restrictive standards than those generally required in this Title;
 - Designating the number of non-family employees in the home occupation and home business based on the type of business and the location;
 - Requiring mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction.
2. Prior to granting a conditional use permit, studies may be required of the social, economic, fiscal, and environmental effects of the proposed conditional use. A conditional use permit shall not be considered as establishing a binding precedent to grant other conditional use permits. A conditional use permit is not transferable from one (1) parcel of land to another.
3. Commercial Development Agreement for all land uses in the C-1, C-2, C-3, and M zoning designations are required to include the following, as applicable:
 - A site plan and/or survey prepared by a professional surveyor to include current and proposed plan;
 - A professionally prepared landscaping plan;
 - Financial guarantee for public improvements which may include but not be limited to: roads, phone, electric, water, sewer, fire protection, and lighting;
 - Professionally prepared final construction drawings.

SECTION IV: SPECIFIC REQUIREMENTS FOR PUBLIC HEARING AND NOTICE

Notification is required for both hearings in accordance with Title 67, Chapter 65; Section 6509 of the Idaho Code. Notice shall be provided by mail to property owners within the land being considered, and within three hundred (300) feet of the external boundaries of the land being considered, and any additional area that may be impacted by the proposed change. Notice shall also be posted on the premises not less than one (1) week prior to the hearing. At least fifteen (15) days prior to the hearing, notice of the time, date and place and a summary of the plan to be discussed shall be published in the newspaper of general circulation within the jurisdiction. This procedure will be completed by the planning staff.

SECTION V: STAFF SUMMARY ANALYSIS, REASONING AND FACT FINDING

SECTION VI: PLANNING AND ZONING COMMISSION ACTION

SECTION VII: BOARD OF COUNTY COMMISSIONERS ACTION

RECEIVED
BY: K. Kader
DATE: 3-28-2016



CONDITIONAL USE PERMIT APPLICATION

Teton County, Idaho

The planning staff is available to discuss this application and answer questions. Once a complete application is received, it will be reviewed by the planning administrator or his designee and then scheduled for a public hearing with the Planning and Zoning Commission, who will make a recommendation to the Board of County Commissioners. A second public hearing will be scheduled with the Board of County Commissioners who will make the final decision. It is recommended that the applicant review Title 8 of the Teton County Code and 67-6512 of the Idaho Code. Application materials may be viewed on the Teton County Idaho website at www.tetoncountyidaho.gov.

To expedite the review of your application, please be sure to address each of the following items.

SECTION I: PERSONAL AND PROPERTY RELATED DATA

Owner: Rachel Fortier

Applicant: Rachel Fortier E-mail: rachel.fortier@gmail.com

Phone: (240) 620-4179 Mailing Address: 9444 S HWY 31

City: Victor State: ID Zip Code: 83455

Engineering Firm: _____ Contact Person: _____ Phone: () _____

Address: _____ E-mail: _____

Location and Zoning District:

Address: 9444 S HWY 31, Victor, ID 83455 Parcel Number: RP00460 0000010

Section: 17 Township: T3N Range: R45E Total Acreage: 3.52

Zoning District: A-1 Requested Land Use: Bed and Breakfast Inn

I, the undersigned listed below are Board of Coun

RACHEL L FORTIER
9444 SOUTH HIGHWAY 31
VICTOR, ID 83455

1082
93-527/929 328
9866112593

• Applic

4/4/16 Date

Pay to the Order of Teton County Idaho \$ 1260.00

One thousand two hundred sixty 00/100 Dollars

Teton County, Idal



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- conditional use permit Rachel Fortier -



PLANNING AND BUILDING DEPARTMENT
AFFIDAVIT OF LEGAL INTEREST and
LETTER OF AUTHORIZATION

Rachel Fortier "Owner" whose address is 9444 South Hwy 31
City Victor State ID Zip 83455

As owner of property more specifically described as: Lot #1 Browns Acres - Rezone application
and conditional use permit application

HEREBY AUTHORIZES Michael Fortier as Agent to represent and act for the Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Teton County Commissioners, Teton County Planning and Zoning, Building, and or other County Departments relating to the modification, development, planning, platting, re-platting, improvements, use or occupancy of land in Teton County, Idaho. Owner agrees that; Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application of any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that; Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platted or re-platting, improvement, occupancy, or use of any structure or land involved in the application shall take place until approved by the appropriate official of Teton County, Idaho, in accordance with applicable codes and regulations.

Owner agrees to pay any fines and be liable for any other penalties arising out of failure to comply with the terms of any permit or arising out of any violation of applicable laws, codes, or regulations applicable to the action sought to be permitted by the application authorized herein.

Under penalty of perjury, the undersigned swears that the forgoing is true and, if signing on the behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

OWNER:
X Rachel Fortier
(Signature of Owner)

Rachel Fortier Title _____
(Print Name)

X _____
(Signature of Co-Owner)

_____ Title _____
(Print Name)

X _____
(Secretary or Corporate Owner)

(Print Name)

NOTARY:
STATE OF: Idaho SS. _____

COUNTY OF: Teton Zip 83455

Subscribed and sworn to before me by Rachel Fortier
this 28th day of March, 2014.

WITNESS my hand and official seal.
X Wendy A Danielson
Notary Public

1/24/2017
Expiration Date



Instrument # 234828

TETON COUNTY, IDAHO

12-10-2014 10:27:00 AM No. of Pages: 5

Recorded for: MOULTON LAW OFFICE

MARY LOU HANSEN

Fee: 22.00

Ex-Officio Recorder Deputy

Index to: DEED OF TRUST

DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of July, 2014, between Rachel L. Fortier whose address is 9444 South Highway 31, Victor, Idaho 83455, herein called GRANTORS, and First American Title Insurance Company, whose address is 81 North Main Street, Driggs, Idaho 83422, herein called TRUSTEE, and Michael K. Fortier and Anne H. Fortier, husband and wife, whose address is 4881 Eagle Ridge Drive, Eden, Utah 84310, herein called BENEFICIARY,

WITNESSETH: that GRANTOR does hereby irrevocably grant, bargain, sell and convey to TRUSTEE in trust, with power of sale, that property in the County of Teton, State of Idaho, described as follows and containing not more than forty acres:

Lot 1 of Browns Acres Subdivision, Teton County, Idaho, as per the plat recorded May 11, 2005, as Instrument No. 167981.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

FOR THE PURPOSE of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by GRANTOR in the sum of Five Hundred Forty Thousand Dollars, (\$540,000.00), final payment due the 1st day of July, 2044, and to secure payment of all such further sums as may hereafter be loaned or advanced by the BENEFICIARY herein to the GRANTOR herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or

expenditures shall be optional with the BENEFICIARY, and provided, further that it is the express intention of the parties to this DEED OF TRUST that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to BENEFICIARY fire insurance satisfactory to and with loss payable to BENEFICIARY. The amount collected under any fire or other insurance policy may be applied by BENEFICIARY upon any indebtedness secured hereby and in such order as BENEFICIARY may determine, or at option of BENEFICIARY the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of BENEFICIARY or TRUSTEE; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which BENEFICIARY or TRUSTEE may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the GRANTOR shall at the option, and on demand of the BENEFICIARY, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for GRANTOR'S use and benefit and for the payment by BENEFICIARY of any such items when due. GRANTOR'S failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by BENEFICIARY or TRUSTEE pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should GRANTOR fail to make any payment or to do any act as herein provided, then BENEFICIARY or TRUSTEE, but without obligation so to do and without notice to or demand upon GRANTOR and without releasing GRANTOR from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, BENEFICIARY or TRUSTEE being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of BENEFICIARY or TRUSTEE; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this DEED OF TRUST by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to BENEFICIARY who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, BENEFICIARY does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this DEED and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, TRUSTEE may: reconvey all or any part of said property; consent to the asking of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of BENEFICIARY stating that all sums secured hereby have been paid, and upon surrender of this DEED and said note to TRUSTEE for cancellation and retention and upon payment of its fees, TRUSTEE shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this DEED OF TRUST of any matters or facts shall be conclusive proof of the truthfulness thereof. The GRANTEE in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, GRANTOR hereby gives to and confers upon BENEFICIARY the right, power and authority, during the continuance of these

TRUSTS, to collect the rents, issues and profits of said property, reserving unto GRANTOR the right, prior to any default by GRANTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, BENEFICIARY may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as BENEFICIARY may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by GRANTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the BENEFICIARY. In the event of default, BENEFICIARY shall execute or cause the TRUSTEE to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, TRUSTEE, without demand on GRANTOR, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. TRUSTEE shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including GRANTOR, TRUSTEE, or BENEFICIARY, may purchase at such sale.

After deducting all costs, fees and expenses of TRUSTEE and of this TRUST, including cost of evidence of title and reasonable counsel fees in connection with sale, TRUSTEE shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This DEED applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term BENEFICIARY shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this DEED, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular

number includes the plural.

8. TRUSTEE is not obligated to notify any party hereto of pending sale under any other DEED OF TRUST or of any action or proceeding in which GRANTOR, BENEFICIARY or TRUSTEE shall be a party unless brought by TRUSTEE.

9. In the event of dissolution or resignation of the TRUSTEE, the BENEFICIARY may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

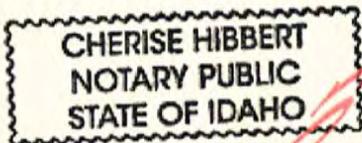
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the GRANTOR at his address hereinbefore set forth.

Rachel L. Fortier
Rachel L. Fortier, Grantor

STATE OF IDAHO)
 : ss
County of Teton)

On this 1 day of July, in the year of 2014, before me, a Notary Public, personally appeared Rachel L. Fortier, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Cherise Hibbert
Notary Public for Idaho
Residing At: *Driggs, ID*
My Commission Expires: *Aug 21, 2019*



Application for Conditional Use Permit for conversion from **Bed and Breakfast to Bed and Breakfast Inn**

Owner: **Rachel Fortier** Address: **9444 South Highway 31, Victor, ID**

In January 2014 the property at 9444 South Highway 31 known as the Old Fin and Feather Taxidermy and purchased and converted into a Bed and Breakfast named the Fin and Feather Inn. The property on 3.52 acres is located within the Scenic Byway Corridor (see slide 4). We are requesting rezoning to R-1 as allowed by Zoning Regulation 8-3-6: Section C. and a Conditional Use Permit for Bed and Breakfast Inn.

Renovation of the two buildings (approx. 6000 total square footage; one housing the 3 Bed and Breakfast rooms the other housing on site manager suite, kitchen facility and dining room) took 8 months and included a new septic system sized for 8 bedrooms. All wiring and plumbing (pex) was replaced and brought up to current building code standards. 5/8" sheetrock was used for sound and fire resistance and all hallway doors are fire resistant and sound proof. Each room has a fire extinguisher along with a "Fire Exit Diagram". There are networked smoke detectors located in each of the rooms. The buildings were rated to a total occupancy of 28. All rooms have high-end appointments: vaulted ceilings, granite countertops and radiant floor heating in private baths, air conditioning. The original ranch entrance was restored to its original look and raised 2 feet to allow tractor-trailer and fire equipment access.

The Fin and Feather Inn opened September 2014 and has been operating for 2 ½ years. It has received awards from Trip Advisor and Booking.com and has a rating of 9.6 based on outstanding reviews. During this time we have received 0 complaints from any neighbor. An additional 3 acres behind the property was purchased a year later by Anne and Mike Fortier ensuring a large separation from our neighbors.

The Fin and Feather Inn currently rents 3 rooms as nightly rentals per regulations for Bed and Breakfast. Two suites were rented as yearly leases by the property owner. One suite has two bedrooms and the other has one bedroom. Both renters have moved which is why we are making this permit request. The Fin and Feather Inn has parking for 8 vehicles (2 garage and 6 surface places). There is **NO** impact to the county by allowing the Fin and Feathers move to B&B Inn. No construction is required. No other facility improvements are required. There is no parking impact. The yearly rental vehicles will be replaced by nightly rental vehicle. There will be no impact to neighbors and no additional county services are required.

Financially the county's B&B limit of 3 rooms is a break-even proposition. The costs as described in slide 14 use most of the revenue. In fact Farmers insurance would not give the Fin and Feather Inn business insurance because they only covered businesses with 4 rooms or more. Additional rooms would create an operational buffer and allow the Fin and Feather Inn to create jobs in Teton Valley. This permit request allows the Fin and Feather Inn to bring more visitors to Teton Valley, more visitors to local businesses and provide new employment opportunities for the valley. The Fin and Feather Inn will always be a great ambassador for Teton Valley.

Room Number Request

We would like to rent out **5 rooms**

1 King bedroom with a bathroom

3 Queen bedrooms all with attached bathrooms

1 suite with 2 rooms with queen bed in each and 1 shared bathroom

APPLICATION FOR CONDITIONAL USE PERMIT



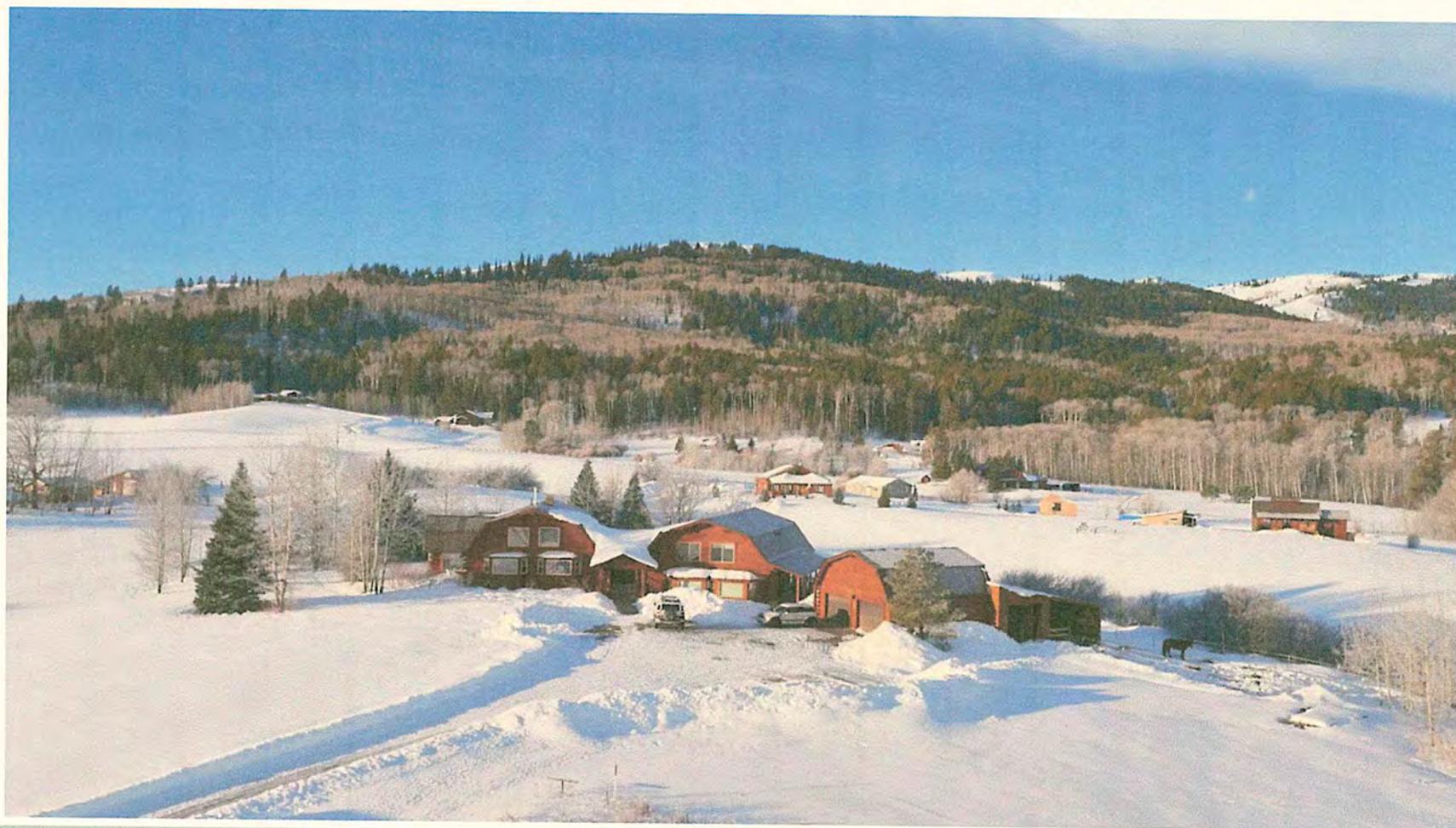


Purpose

- Request a Conditional Use Permit to allow conversion from **Bed and Breakfast** to **Bed and Breakfast Inn**



Fin and Feather Inn 9444 South Highway 31, Victor, ID





History

- Sits on 3.52 Acres
- The old Fin and Feather Taxidermy
 - Owned by Keith and Claudia Davis



- Bought by Michael and Anne Fortier and sold to Rachel Fortier
- Complete Renovation January 2014 – August 2014
- Land in back of the Fin and Feather bought by Michael and Anne Fortier



Website – FinandFeatherInn.com

9444 South Highway 31, Victor, ID 83455 | (208) 787-1007 | rachel@finandfeatherinn.com [Book Now](#)



[HOME](#) [ROOMS](#) [ACTIVITIES](#) [NEWS](#) [CONTACT](#)





Fin and Feather Rooms

3 Rooms as per Bed and Breakfast Regulations

TAKE A LOOK AT OUR COMFORTABLE ROOMS

The Fin and Feather Inn Bed and Breakfast offers 2 queen bed rooms and a king bed room each luxuriously appointed with private baths. One queen bedroom has a shower and claw foot tub and mountain views. The other queen room has a double shower with mountain views. The king bedroom features awesome views of the Grand Teton and spacious shower. The B&B has a separate sitting room with coffee bar for quiet enjoyment of our Grand Teton view. Enjoy our deck and patio with fire pit with friends sharing your days adventure. To view each room click on the picture for the room and reserve it online.



MALLARD ROOM

Beds: 1 King Bed



TROUT ROOM

Beds: 1 Queen Bed



WILDFLOWER ROOM

Beds: 1 Queen Bed



Pictures of Renovation





Renovation Specifics

- New septic sized for 8 bedrooms
- Complete wire and plumbing replacement
- 5/8" sheetrock for sound and fire resistance
- Fire doors for sound and fire resistance
- Fire extinguishers in each room
- Fire exit diagrams on back of doors
- Networked smoke detectors
- Total Occupancy of 28
- High End Rooms
- Restored ranch entrance back to original



Awards

- Have been cited by Trip Advisor and Booking.com
- Have tremendous reviews

36 Reviews from our TripAdvisor Community



Current Use

- Rent 3 rooms on nightly basis – 3 Bath - in B&B wing
- 2 long term rentals (yearly lease)
 - 1 Two Bedroom suite – 1 Bath
 - 1 One Bedroom suite – 1 Bath
- 1 Owner Suite – 1 Bath
- 1 Guest room for Owner – 1 Bath
- Parking for 8 vehicles
 - 3 B&B
 - 3 Yearly lease
 - 1 Owner
 - 1 Guest



Impact of move to B&B Inn - ***ZERO***

- No construction required
- No other facility improvements required
- No Parking Impact
 - Yearly rental vehicles replaces by nightly renters vehicle
 - Most likely there will be 1 less vehicle
- No impact to neighbors
- No additional county services required



Problems and Benefits to Fin and Feather

- Current revenue is barely break even
 - Costs
 - Advertising, Phone, Internet, Satellite TV, Heating, Air conditioning
 - Reservation System, Business Insurance, Food, Laundry, garbage,
 - Reservation Sites, Insurance, Snow removal, Lawn Care, etc.
 - Farmers insurance would not give Business Insurance because only do 4 rooms or more
- Additional rooms would allow Operational buffer
- New Hires to give owner a break from May 1 – Oct 30

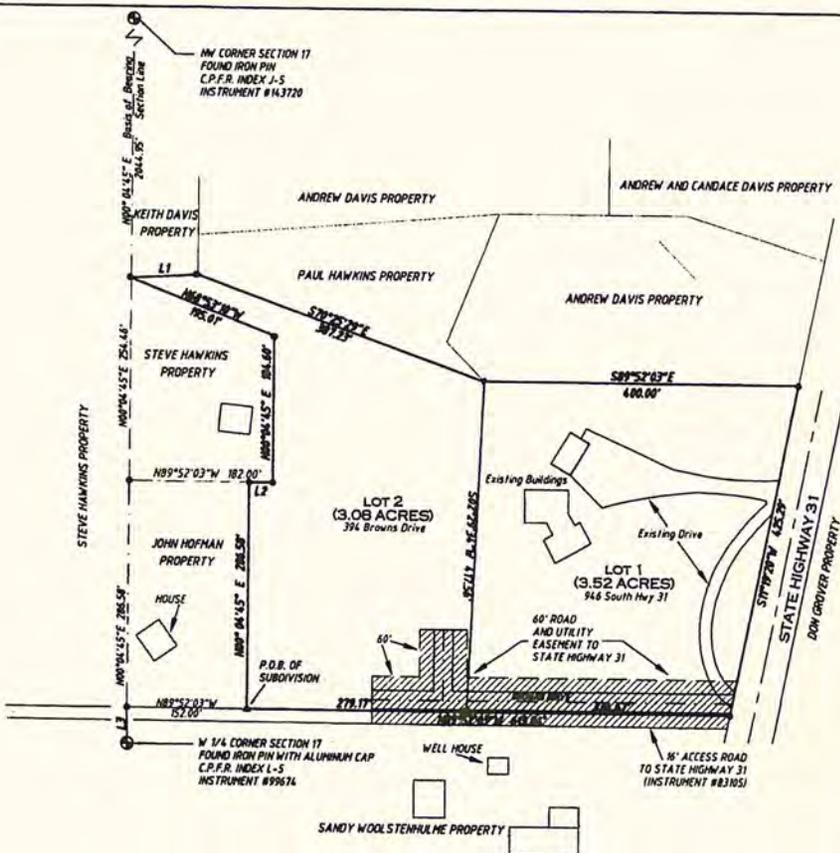


Benefits to Valley

- More visitors to Teton Valley
- More visitors to local businesses
 - Restaurants
 - Guide Services
 - Skiers to Grand Targhee and Jackson
- Provide employment to the valley
- Great Ambassador for the valley
 - Fantastic reviews
 - Return Visitors(very high return rate)
 - Friend of previous visitors
- Promote Valley Events

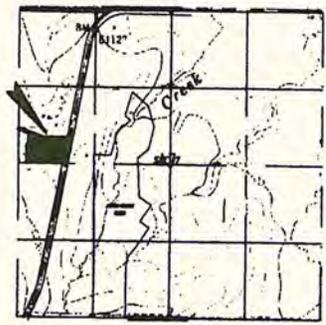
Browns Acres

Sec. 17, Twp. 3N, Rng. 4S



COUNTY STANDARD SETBACKS
 FRONT - 30'
 SIDE - 30'
 REAR - 40'

LINE	LENGTH	BEARING
L1	83.88'	N86°49'23\"E
L2	30.00'	N89°52'03\"W
L3	45.78'	N60°39'48\"W



VICINITY MAP
 SECTION 17, TWP. 3N, RNG. 4S, B.M.
 TETON COUNTY, IDAHO
 SCALE: 1" = 100'



SCALE 1" = 100'

- SUBDIVISION NOTES**
1. LOT SIZES ARE 1 AT 3.08 ACRES, AND 1 AT 3.52 ACRES (6.60 ACRES/2 LOTS)
 2. SEWER SYSTEM IS INDIVIDUAL SEPTIC
 3. WATER SYSTEM IS INDIVIDUAL WELLS
 4. SOLID WASTE DISPOSAL BY COUNTY VIA VORNEES SAMTATION
 5. NO KNOWN WILDLIFE MIGRATION ROUTES EXIST WITHIN THIS PROJECT.
 6. NO FLOODPLAINS EXIST WITHIN THIS PROJECT
 7. PROJECT IS ZONED A-2S
 8. ROAD LENGTH 535.85 LIN. FT.

Instrument # 167801
 DIVISION: TETON, IDAHO
 2008-06-11 04:27:19 No. of Pages: 2
 Recorded for: A.W. ENGINEERS
 HOLAN Q. BOYLE (P) (P) 10:00
 Re-Office Recorder: Debra
 Index to PL27

RECEIVED



SURVEYOR'S CERTIFICATE
 I, ARNOLD W. WOOLSTENHALM, BEING A REGISTERED LAND SURVEYOR / ENGINEER IN THE STATE OF IDAHO, No. 2964, DO HEREBY CERTIFY THAT I DID CAUSE THE SURVEY OF THE TRACT OF LAND AS HEREIN PLATTED AND DESCRIBED.

RECORDER'S CERTIFICATE
 STATE OF IDAHO /
 COUNTY OF TETON /
 I DO HEREBY CERTIFY THAT THIS PLAT WAS FILED THIS _____ DAY OF _____, 2008, AT _____ AT THE REQUEST OF _____ INSTRUMENT NUMBER _____
 COUNTY RECORDER _____

FINAL PLAT / MASTER PLAN

BROWNS ACRES

PART OF THE SW 1/4 NW 1/4 SECTION 17, TWP. 3N., RNG. 4S., B.M., TETON COUNTY, IDAHO

KEITH DAVIS
 946 South HWY 31
 Victor, Idaho 83455
 (208) 787-2771

PROJECT NO. 2003-054 SHEET 1 OF 2 SECTION 17

AREA/UNITS/DENSITY TABLE

AREA	LOTS	ACRES	DENSITY
ROAD EASEMENTS	-	0.55	-
COUNTY ROADS	-	0.00	-
TOTAL ROADS	-	0.55	-
RESIDENTIAL AREA	2	6.60	.30
TOTAL RESIDENTIAL	2	6.60	.30
PROJECT TOTAL	2	6.60	.30

LEGEND

- SECTION CORNER FOUND OR SET AS NOTED
- PROPERTY CORNER - FOUND 1/2" IRON PIN AW ENG 2860 STAMPED
- SET 5/8" IRON PIN WITH ALUM CAP INSCRIBED: AW ENG 2860
- ▲ SUBDIVISION POINT OF BEGINNING SET 3/4" IRON PIN WITH 2" ALUM STAMPED CAP
- WATER WELL
- SECTIONAL BREAKDOWN LINE
- EASEMENT - TYPE AND WIDTH AS NOTED
- ORIGINAL PROPERTY LINE
- CENTERLINE OF ROAD

SURVEYED ELC 08/2003 BNDADJ.DAT DRAWN BAH 04/12/05 2005-031 / DAVIS/ML/DVS REVISED AMW 04/12/05

F:\LAND\DATA\2003-054\054\054ELEC.dwg 08/19/2005 11:23:41 AM WJ

OWNERS' CERTIFICATE

BE IT KNOWN THAT WE, THE UNDERSIGNED OWNERS OF THE SUBDIVISION OF LAND AS HEREIN PLATTED AND DESCRIBED, CERTIFY THAT IT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS AND PROPRIETORS OF SAID DESCRIBED LANDS;
 THAT THE NAME OF THE SUBDIVISION SHALL BE BROWNS ACRES;
 THAT ACCESS TO SAID SUBDIVISION SHALL BE FROM STATE HWY 31, AND A 60 FOOT PUBLIC ROAD AND UTILITY EASEMENT TO BE KNOWN AS BROWNS DRIVE;
 THAT RIGHTS OF ACCESS ON BROWNS DRIVE ARE GRANTED FOR NORMAL SERVICES, DELIVERIES, POLICE AND EMERGENCY SERVICES;
 THAT THE SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS TO BE RECORDED WITH THIS PLAT;
 THAT THE SUBDIVISION IS SUBJECT TO ANY RIGHTS-OF-WAY OR EASEMENTS OF SIGHT OR RECORD AND AS DEDICATED BY THIS PLAT;
 THAT THE SUBDIVISION IS SUBJECT TO THE RIGHT TO FARM ACT STATED IN IDAHO CODE SECTION 22-4509, AND DOES RECOGNIZE THE NEIGHBORING LAND RIGHTS UNDER THIS LAW;
 THAT THE DEDICATED EASEMENTS ARE FOR THE USE OF SEWER, WATER, ELECTRIC, TELEPHONE, AND CABLE TV UTILITIES.

DESCRIPTION OF LANDS BEING DIVIDED:
 A PART OF THE SW 1/4 NW 1/4 SECTION 17, TWP. 3N., RNG. 4SE., B.M., TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:
 FROM THE W 1/4 CORNER OF SAID SECTION 17, THENCE N 00°39'48"W, 45.78 FEET ALONG THE WESTERN SECTION LINE TO A POINT; THENCE S 89°52'03"E, 152.00 FEET TO THE POINT OF BEGINNING;
 THENCE N 00°00'14"W, 286.58 FEET TO A POINT;
 THENCE S 89°52'03"E, 30.00 FEET TO A POINT;
 THENCE N 00°00'14"W, 184.60 FEET TO A POINT;
 THENCE N 68°53'10"W, 195.10 FEET TO A POINT;
 THENCE N 86°42'14"E, 84.66 FEET TO A POINT;
 THENCE S 70°25'29"E, 387.23 FEET TO A POINT;
 THENCE S 89°52'03"E, 490.00 FEET TO A POINT;
 THENCE S 17°18'20"W, 425.29 FEET TO A POINT;
 THENCE N 89°52'03"W, 615.84 FEET TO THE POINT OF BEGINNING.

CONTAINS 6.60 ACRES, MORE OR LESS.

Keith W. Davis
 OWNER, KEITH DAVIS

Claudia Davis
 OWNER, CLAUDIA DAVIS

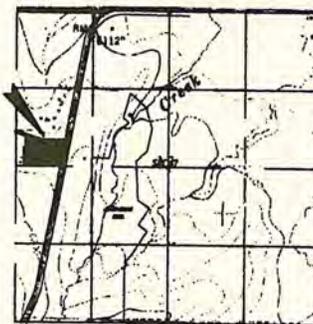
STATE OF Idaho)
 COUNTY OF Teton) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 29th DAY OF April 2005 BY Keith W. Davis & Claudia Davis
 WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC Sharon H. Workman



MY COMMISSION EXPIRES: 10-15-2008



VICINITY MAP

SECTION 17, TWP. 3N., RNG. 4SE., B.M., TETON COUNTY, IDAHO
 SCALE: 1" = 2000'

HEALTH DEPARTMENT CERTIFICATE

I HEREBY CERTIFY THAT SANITARY RESTRICTIONS AS DESCRIBED IN SECTIONS 50-1326-29 IDAHO CODE HAVE BEEN SATISFIED, AND THIS PLAT IS HEREBY APPROVED BY THIS DEPARTMENT FOR RECORDING.

Walter J. ... 4/28/05
 DISTRICT 7 HEALTH DEPARTMENT DATE

CERTIFICATE OF REVIEW

I, THE UNDERSIGNED, BEING A LICENSED SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

Alvin ... 4/28/05
 SURVEYOR DATE

ENGINEER'S IRRIGATION STATEMENT

BE IT KNOWN THAT I, ARNOLD WOOLSTENRAE, REVIEWED THE WATER RIGHTS FOR THIS PROPERTY WITH THE OFFICE OF THE IDAHO DEPARTMENT OF WATER RESOURCES, AND THE OWNERS AND I HAVE DETERMINED THAT NONE EXIST.

Arnold W. Woolstenrae 4-29-05
 ARNOLD W. WOOLSTENRAE - ENGINEER DATE

RECORDER'S CERTIFICATE

STATE OF IDAHO)
 COUNTY OF TETON)

I DO HEREBY CERTIFY THAT THIS PLAT WAS FILED THIS _____ DAY OF _____, 2005, AT _____ AT THE REQUEST OF _____ INSTRUMENT NUMBER _____

COUNTY RECORDER _____

PLANNING AND ZONING APPROVAL

PRESENTED TO THE TETON COUNTY PLANNING AND ZONING CHAIRMAN ON THE FOLLOWING DATE, AT WHICH TIME THIS LAND SPLIT WAS APPROVED AND ACCEPTED.

W. Workman 5-12-05
 CHAIRMAN, PLANNING AND ZONING DATE

COMMISSIONERS' CERTIFICATE

PRESENTED TO THE TETON COUNTY BOARD OF COMMISSIONERS ON THE FOLLOWING DATE, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

W. Workman 5-11-05
 CHAIRMAN, COUNTY COMMISSIONERS DATE

NOTE: TETON COUNTY WILL NOT BE HELD RESPONSIBLE FOR THE CONSTRUCTION OR MAINTENANCE OF ANY NATURE OF ANY STREET, ALLEY, OR ROAD WITHIN THIS SUBDIVISION.

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES DUE HAVE BEEN PAID ON THE TRACT OF LAND AS SHOWN ON THIS PLAT.

Sharon H. Workman 4-28-05
 COUNTY TREASURER DATE

ASSESSOR'S CERTIFICATE

PRESENTED TO THE TETON COUNTY ASSESSOR ON THE FOLLOWING DATE FOR APPROVAL AND ACCEPTANCE.

Denny Thomas By RB 4-27-05
 COUNTY ASSESSOR DATE

SURVEYOR'S CERTIFICATE

I, ARNOLD W. WOOLSTENRAE, BEING A REGISTERED LAND SURVEYOR / ENGINEER IN THE STATE OF IDAHO, No. 2864, DO HEREBY CERTIFY THAT I DID CAUSE THE SURVEY OF THE TRACT OF LAND AS HEREIN PLATTED AND DESCRIBED.



AREA/UNITS/DENSITY TABLE			
AREA	LOTS	ACRES	DENSITY
ROAD EASEMENTS	-	0.55	-
COUNTY ROADS	-	0.60	-
TOTAL ROADS	-	0.55	-
RESIDENTIAL AREA	2	6.60	.30
TOTAL RESIDENTIAL	2	6.60	.30
PROJECT TOTAL	2	6.60	.30

SURVEYED CLC 06/2003 BROADJST.DAT DRAWN BAH 02/01/04 DAVISsme/hrs.DWG REVISED 02/03/05

FINAL PLAT/ MASTER PLAN
BROWNS ACRES
 PART OF THE SW 1/4 NW 1/4 SECTION 17, TWP. 3N., RNG. 4SE., B.M., TETON COUNTY, IDAHO

KEITH DAVIS
 946 South Hwy 31
 Victor, Idaho 83455
 (208) 787-2771

AW
 255 South Main P.O. Box 139
 Victor, Idaho 83455
 (208) 787-2952 av@angbarv.net

PROJECT NO. 2003-054 SHEET 2 OF 2 SECTIONS 7

I:\PROJECTS\2003-054\03-054-001\03-054-001-001.dwg 11:23:52 AM 05/05

Browns Acres

107301

RP000410010010
MITCHELL, DENNIS J

ROMERO, EUSEBIO R

Brown
RP004600000010
FORTIER, RACHEL L

RP03N45E173606
GROVER, DON C

17

RP03N45E175560
WOOLSTENHULME, SANDRA

RP03N45E173607
CISCO, AARON

Pink area
is Scenic
Corridor

RP03N45E175401
BUSHONG, BRUCE



May 24, 2016

RE: Notice of Public Hearing and Solicitation for Comments from property owners within 300 feet of a property that has an application for a zoning map amendment (rezone) and a conditional use permit.

Dear Property Owners:

This letter is to notify you that an application for a Zoning Map Amendment (Rezone) from A-2.5 to R-1 and a Conditional Use Permit (CUP) for a Bed & Breakfast Inn has been submitted to the Teton County Planning Department by a nearby landowner. Rezones and CUPs are allowed approval processes in Idaho State Code and the Teton County Zoning Ordinance. Any resident of the county may propose a Rezone, and the Board of County Commissioners may only approve a rezone upon finding the amendment is required for public convenience, necessity, health, safety, or the general welfare. CUPs are allowed for uses that require an additional level of review, special conditions placed upon them prior to approval, or specific limits placed upon them due to the nature and/or location of the proposed use.

The planning staff is soliciting comments from people in the vicinity of the applicant's property so that we can be aware of neighborhood issues and then include your comments in the packet of information provided to the Teton County Planning & Zoning Commission for their consideration prior to the hearing. Please provide comments related to this application and the Rezone/CUP criteria of approval: (1) The Rezone is not in conflict with the policies of the adopted comprehensive plan; (2) The Rezone is required for public convenience, necessity, health, safety, or the general welfare; (3) The location of the proposed CUP use is compatible to other uses in the general neighborhood; (4) The proposed CUP use will not place undue burden on existing public services and facilities in the vicinity; (5) The site is large enough to accommodate the proposed CUP use and other features as required by Teton County Code; (6) The proposed CUP use is in compliance with and supports the goals, policies, and objectives of the Comprehensive Plan.

Applicant: Rachel & Michael Fortier (Fin and Feather B&B) **Landowner:** Rachel Fortier
Legal Description: RP00460000010; LOT 1 BROWNS ACRES SEC 17 T3N R45E
Parcel Size: 3.52 acres **Physical Address:** 9444 South Highway 31, Victor, ID 83455
Zoning District: A-2.5; located in the Scenic Corridor

Description of the Request: Michael and Rachel Fortier, owners of the Fin and Feather Bed & Breakfast, are applying for a zoning map amendment and a conditional use permit. The Fin and Feather was permitted as a Residential Bed & Breakfast in 2014, which allows up to 3 rooms. The Fortiers would like to increase the number of rooms to 5 to accommodate their growth, allow for an operational buffer, and allow for business insurance. A bed & breakfast with 5 rooms is considered a Bed & Breakfast Inn, which is not permitted in the A-2.5 zone. This proposal includes rezoning the Fortier parcel, located at 9444 S HWY 31, Victor, ID 83455, from A-2.5 to R-1, followed by a Conditional Use Permit application for a Bed & Breakfast Inn. This increase in rooms does not require any additional construction. The Planning & Zoning Commission has recommended approval with conditions for both applications.

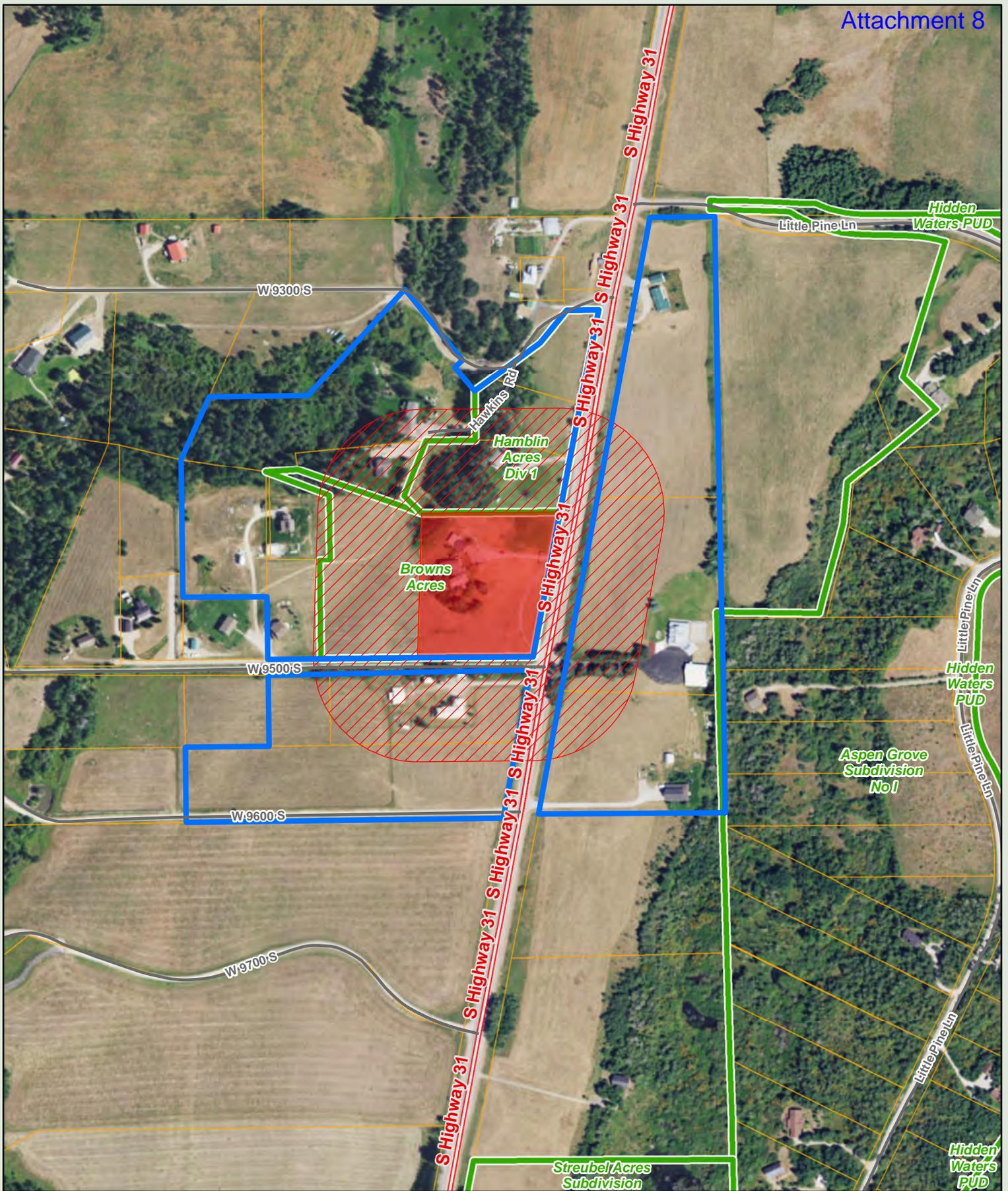
PUBLIC HEARING

The Teton County Board of County Commissioners will hold a public hearing in the Commissioners' Chamber located on the First Floor (lower level, southwest entrance) at 150 Courthouse Drive, Driggs, Idaho on **June 13, 2016** on this matter. This application is scheduled to be heard at **10:30am**.

Information on the above application is available for public viewing in the Teton County Planning and Building Department at the Teton County Courthouse in Driggs, Idaho. The development application and various related documents are also posted, as they become available, at www.tetoncountyidaho.gov. To view these items, go to the Board of County Commissioners department page, then select the Public Hearing of June 13, 2016 item in the Additional Information Side Bar. Written comments will be included in the packet of information provided to the Board for consideration prior to the hearing if they are received in the Planning and Building Department no later than 5:00pm on Wednesday, June 6, 2016. Written comments may be e-mailed to pz@co.teton.id.us, mailed to the address above, or faxed. You may also present your comments in person at the hearing.

The public shall not contact members of the Board of County Commissioners concerning this application, as their decision must, by law, be confined to the record produced at the public hearing.

If you have any further questions, please do not hesitate to call the Teton County Planning and Building Department at 208-354-2593.



Legend

- 300 ft Notification Buffer
- Subject Parcel
- Notified Parcels
- Subdivisions / Phases
- Parcels

**FIN AND FEATHER BED & BREAKFAST
REZONE AND CONDITIONAL USE PERMIT
APPLICATION NOTIFICATION**

Printed: May 24, 2016



DEVELOPER'S AGREEMENT FOR THE FIN AND FEATHER

On the _____ day of _____, 2016, Teton County, Idaho (hereinafter referred to as "County"), and Rachel and Michael Fortier and/or assigns (hereinafter referred to as "Developer"), the owner of the real property described in the attached Exhibit A enter into the following agreement:

WHEREAS, the Developer has applied for a zone change from A-2.5 to R-1, for certain real property described in Exhibit "A", attached hereto and located in Teton County Idaho, and hereinafter referred to as "the property"; and

WHEREAS, the Developer has requested the zone change for the purpose of obtaining a conditional use permit for the operation of a Bed and Breakfast Inn with a maximum of 5 bedrooms on the property; and

WHEREAS, the County, pursuant to Section 67-6511A, Idaho Code, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate; and

WHEREAS, the County and the Developer desire to formalize and clarify the respective obligations of the parties, it is agreed as follows:

1. Zoning Ordinance Amendment: Pursuant to the terms and conditions of this Agreement, the County hereby grants the zone change from A-2.5 (agricultural, rural residential) to R-1 (Residential), for the property, and will amend the Teton County Zoning Map to rezone the property to R-1.

2. Conditions on Development: The rezone of the Property is based upon this Development Agreement, identifying responsibilities and obligations pertaining to certain matters relating to present and future improvements and operations on the property. The Property shall be subject to the following terms and conditions, in addition to the other terms hereof:

a) This Agreement is contingent upon a conditional use permit being granted and maintained for the operation of a Bed and Breakfast Inn as defined in Title 8 of the Teton County Code, with the limitation that the Bed and Breakfast have a maximum of 5 bedrooms:

BED & BREAKFAST INN, BOARDING/LODGING HOUSE: A residence or building that has four or more guest units, exhibits a character of use similar to a motel or hotel, serves food to overnight guests, and is open to the traveling public for stays fewer than 30 consecutive days.

If the CUP is ever terminated, the property may be rezoned in accordance with this Agreement.

b) The sole use allowed on the Property is the operation of a Bed and Breakfast Inn as defined above. No other uses identified for the R-1 zone shall be permitted.

- c) The Property shall not be subdivided, nor shall the Property be split into smaller parcels.
- d) Teton County may rezone the property with the adoption of the new Land Use Development Code and associated Zoning Map, but any rezoning shall not restrict the Developer from operating a 5 bedroom Bed and Breakfast Inn as defined above.
- e) The applicant will not pursue a zoning map amendment for their adjacent property, known as Lot 2 of Brown Acres Subdivision.

3. Indemnity: Developer agrees to, and does hereby, defend, hold harmless and indemnify the County, all associated elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any such parties in connection with:

- a. The County's review and approval of any plans or improvements, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and/or development of the property;
- b. The development, construction, and maintenance of the property;
- c. The performance by the County of all related ordinances, resolutions, or other agreements; and
- d. Notwithstanding the foregoing, the indemnification terms of this paragraph 3 shall not extend or apply to the failure of the County to follow, in good faith, governing law or ordinances.

4. Agreement Modification: This Agreement may be modified only by a written document, signed by the parties, or their successors in interest, after complying with the notice and hearing procedures of Idaho Code §67-6509 and the Teton County Code.

5. Zoning Reversion Consent: The execution of this Agreement shall be deemed written consent by Developer to change the zoning of the subject property to its prior designation upon failure to comply with the conditions imposed by this Agreement. No reversion shall take place until after a hearing on this matter pursuant to Idaho Code §67-6511A. Upon notice and hearing, as provided in this Agreement and in Idaho Code §67-6509, if the property described in the attached Exhibit "A" is not used as approved, or if the approved use ends or is abandoned, the Board of County Commissioners may order that the property will revert to the zoning designation (and land uses allowed by that zoning designation) existing immediately prior to the rezone action, i.e., the property shall revert back to the A-2.5 zone. If the A-2.5 zone no longer exists in the County then the zone shall revert to whatever zone the immediately adjacent properties are zoned. The Board of County Commissioners may also re-zone the property to whatever zone they believe appropriate so long as the notice and hearing requirements of the Local Land Use Planning Act and Teton County Code are followed.

6. Annual Review: The County may, while this Agreement is in effect, annual review the extent of good faith substantial compliance with the terms of this Agreement.

Developer shall have the duty to demonstrate Developer's good faith compliance with the terms of this Agreement during such review.

7. Performance: Developer shall comply with all commitments set out in this Agreement. Developer shall timely and satisfactorily carry out all required performance to appropriately maintain, in the discretion of the County, all commitments set forth in this Agreement.

8. Default and Remedies: In the event of a default or breach of this Agreement or of any of its terms or conditions, the party alleging default shall give the breaching party thirty (30) days Notice of Default, in writing. The time of the giving of the notice shall be measured from the date on the written Notice of Default. The Notice of Default shall specify the nature of the alleged default and the thirty (30) day period of time during which said default must be satisfactorily cured. If the default is cured within thirty (30) days, then no default shall exist and the County shall take no further action. If the default is not cured then the County may terminate this Agreement in accordance with Paragraph 9 below. If more than one default occurs during a 12 month period, the County may terminate this Agreement in accordance with Paragraph 9 below, whether or not such default is cured.

9. Termination: This Agreement may be terminated in accordance with the notice and hearing procedures of Idaho Code §67-6509, and the zoning designation upon which the use is based reversed, upon failure of Developer, a subsequent owner, or other person acquiring an interest in the Property to comply with the terms of this Agreement.

10. Compliance with Laws: Developer agrees to comply with all federal, state, county and local laws, rules and regulations, which appertain to the subject property. Developer's failure to comply with the above laws or the terms of this Agreement will subject Developer to an enforcement action by the County in a court of competent jurisdiction.

11. Changes in Law: Any reference to laws, ordinances, rules, regulations, or resolutions shall include such laws, ordinances, rules, regulations, or resolutions as have been, to the date of this Agreement, or as they may then be in force in the future with respect to proposed amendments to this Agreement in the future.

12. Miscellaneous Provisions:

a. The parties agree that the relationship created by the Agreement is solely that of a private Developer and the County. Nothing in this agreement shall create the Developer or County as an agent, employer, employee, legal representative, partner or subsidiary of the other.

b. The parties agree that this Agreement shall run with the land and bind the property in perpetuity, and shall inure to the benefit of and be enforceable by the parties, and any of their respective legal representatives, heirs, successors, and assigns.

c. All notice must be in writing, mailed in the U.S. Mail via certified mail to the addresses indicated on this Agreement.

d. This Agreement shall be construed and enforced pursuant to the laws of the State of Idaho.

e. If any party shall bring suit against the other party to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

f. If any term of this Agreement is declared invalid, illegal or unenforceable, the remainder of this Agreement shall remain operative and binding.

g. This Agreement shall be signed in duplicate originals. Each party shall receive one original of this Agreement.

i. The County shall have this Agreement recorded in the office of the Teton County Clerk.

AGREED:

Teton County, Idaho

By: _____

Attest:

By: _____

Developer:

By: _____