



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: RPO0460000010

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.



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Engineering Firm: Contact Person: Phone: ()
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- Fees paid in accordance with current fee schedule 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

4/4/16 Date

to the

Pay to the Order of Teton County Idaho \$ 1215.00

One thousand fifteen 00/100 Dollars

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For Zone change

Rachel R

MP

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



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, 2016.

WITNESS my hand and official seal.

X Wendy A. Danielson
Notary Public

1/24/2017
Expiration Date



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

Instrument # 234828

TETON COUNTY, IDAHO

12-10-2014 10:27:00 AM No. of Pages: 6

Recorded for : MOULTON LAW OFFICE

MARY LOU HANSEN

Fee: 22.00

Ex-Officio Recorder Deputy

INDEX 301 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.

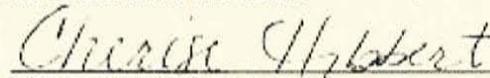
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the GRANTOR at his address hereinbefore set forth.



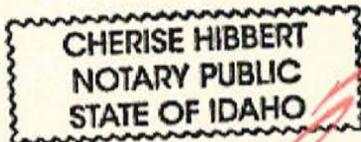
Rachel L. Fortier, Grantor

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.



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



ROMERO, EUSEBIO R

RP03N45E173606
GROVER, DON G

RP03N45E173607
GISCO, AARON

RP000410010010
MITCHELL, DENNIS J

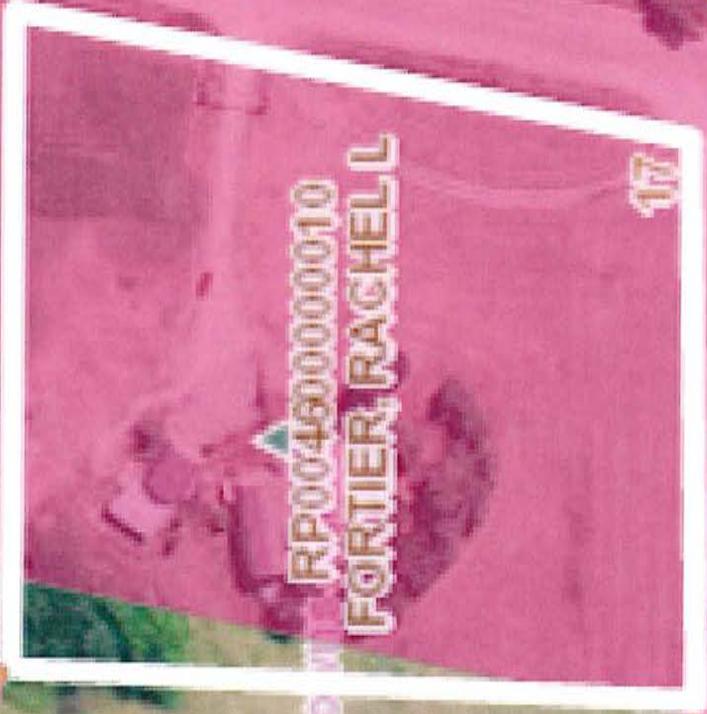
RP004600000010
FORTIER, RACHEL L

17

RP03N45E175560
WOOLSTENHULME, SANDRA

RP03N45E175401
EUSEBIO, EUSEBIO

Pink area
is Scenic
Corridor





VICINITY MAP
SECTION 17, TWP. 3N, RNG. 45E, R. 4E.
TETON COUNTY, IDAHO
SCALE 1" = 100'



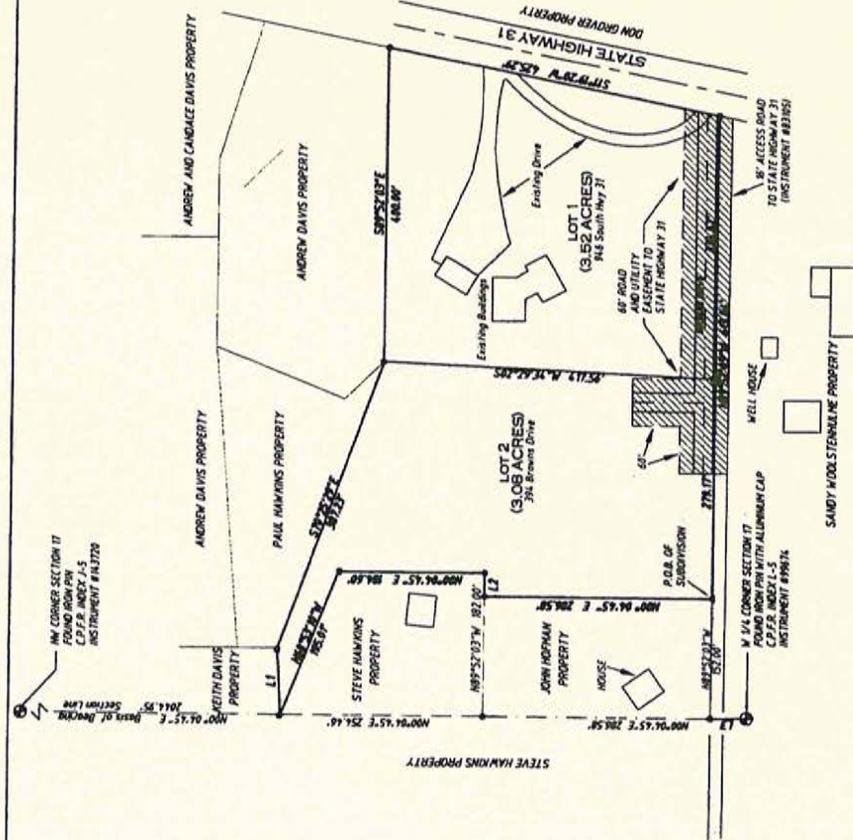
SCALE 1" = 100'

COUNTY STANDARD SETBACKS
FRONT - 30'
SIDE - 30'
REAR - 45'

LINE	LENGTH	BEARING
L1	82.00'	N89°42'21"E
L2	30.00'	N87°52'07"W
L3	45.78'	N87°39'48"W

SUBDIVISION NOTES

1. LOT SIZES ARE 1.47308 ACRES, AND 1.417357 ACRES (16.60 ACRES/2 LOTS)
2. SEWER SYSTEM IS INDIVIDUAL SEPTIC
3. WATER SYSTEM IS INDIVIDUAL WELLS
4. SOLID WASTE DISPOSAL BY COUNTY VIA VORNESS SANITATION PROJECT.
5. NO KNOWN WILDLIFE MIGRATION ROUTES EXIST WITHIN THIS PROJECT.
6. NO FLOODPLAINS EXIST WITHIN THIS PROJECT
7. PROJECT IS ZONED A-2.5
8. ROAD LENGTH \$38.65 LIN. FT.



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
- AN ENG 2880 STAMPED
- SET 5/16" IRON PIN WITH ALUM CAP RECORDED AN ENG 2880
- SUBDIVISION POINT OR BEGINNING SET 3/16" IRON PIN WITH 2" ALUM STAMPED CAP
- WATER WELL
- SECTIONAL BREAKDOWN LINE
- EASEMENT - TYPE AND WIDTH AS NOTED
- ORIGINAL PROPERTY LINE
- CENTERLINE OF ROAD

RECEIVED

RECORDED & INDEXED
TETON COUNTY CLERK
RECORDED IN BOOK 1277-18 No. of Pages: 2
INDEXED IN BOOK 1277-18 No. of Pages: 2
BY: [Signature]
DATE: 11/18/20

SURVEYOR'S CERTIFICATE
I, ARNOLD W. WOODSTERNALINE BEING A REGISTERED LAND SURVEYOR / ENGINEER IN THE STATE OF IDAHO, NO. 2844, DO HEREBY CERTIFY THAT I DID CAUSE THE SURVEY OF THIS LAND AS HEREIN PLATTED AND DESCRIBED.

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

BROWNS ACRES

FINAL PLAT / MASTER PLAN

PART OF THE SW 1/4 NW 1/4 SECTION 17, TWP. 3N, RNG. 45E, B.M., TETON COUNTY, IDAHO

KEITH DAVIS
848 South Hwy 7, Bldg. 53
Vetrol, Idaho, 83455
(208) 787-2771

PROJECT NO. 284 - 08

SHEET 1 OF 2

SUBMITTED DATE	APPROVED DATE	RECEIVED DATE	APPROVED NAME	RECEIVED NAME

