



RENDEZVOUS ENGINEERING, P.C.

Civil Engineers and Planners in Wyoming and Idaho



Rendezvous Project No: 15-037

June 7, 2016

Ms. Kristin Rader
Interim Teton County Planning Administrator
150 Courthouse Drive - Room 107
Driggs, ID 83422

HAND DELIVERED

RE: River Rim Amendment No. 7 / Response to Comments from May 10, 2016 Planning and Zoning Commission Meeting

Dear Kristin:

Attached are the following documents that were prepared in response to the comments and questions raised by the Planning and Zoning Commission meeting held on May 10, 2016. Also, Brett Potter, Sean Moulton, Sean Cracraft and I will be discussing this information at the upcoming June 14th meeting.

1) Response to Comprehensive Plan Goals. The attached table provides a detailed response to the specific goals that Jason Boal presented in his original staff report. We have listed each of the relevant comprehensive plan goals, Jason's comments and our responses. We will also present an abbreviated summary at the public meeting to help digest the key points discussed in this lengthy table.

2) Fiscal Feasibility Study. Attached is a brief discussion prepared by Sean Cracraft about the financial feasibility of the golf course which the prospective buyers are currently looking to re-introduce. This is based upon a more comprehensive model developed by OB sports for this facility as well as their intimate knowledge of the golf business in Teton Valley. It should also be noted that in the attached timeline there is a substantial period allocated to "financing". The owners need to have a clear picture of what they will be allowed to do and then present this to potential investors before they can truly answer all the questions about financial feasibility. This is also addressed in the development agreement with a "sunset" provision where the project would revert to the current status after a specified date if the golf course is not constructed.

3) Alternative Site Plans. Brett Potter has provided updated site plans for the West Rim Village, Golf Village and overall Phase I Master Plan. In this latest update, there will only be 16 additional units that are being "reinstated" from the original development plan compared to the 30 requested in the original Amendment 7 application. This reduction is in response to some of the general comments received at the May 10th meeting and reflects an understanding of the County's sensitivity to density. The 16 units were also identified as

an acceptable level of development by the Division I owners in their June 2014 letter to the current owner (copy also attached).

The 12 employee units have also been listed as “optional” and would only be added to the development if the County felt they were appropriate at this location. While we believe that the employee units make sense from a planning perspective, we do not believe that they should negatively impact the density discussions. We look for further guidance on this issue from the County and their staff.

The revised plan for the West Rim Village has also reduced the incidental use area significantly with the updated site plan for the storage units and the removal of most commercial use at this site. The current administration building could serve as a temporary site for local convenience commercial until there are options at the Golf Village. Also included are concepts of the storage units to help answer some of the questions about this proposed use.

4) Detailed Timeline. Attached is a general timeline that identifies the major steps and represents the best estimate of dates for the overall project schedule. There is a financing phase and detailed design phase that must come before the golf course construction which itself is expected to take about two years. This pushes the completion of the golf course into the year 2021 assuming all steps happen according to plan.

5) Justification of Unit Density Conversions. Brett Potter has put together a detailed comparison of the impacts associated with the hospitality units as they compare to typical resort single family residence, similar to what currently exists in Division I. Brett will be prepared to discuss his assumptions and conclusions in more detail at the meeting. Separate side by side comparisons are provided for the two bedroom hospitality units associated with the golf village area and the hospitality units that would potentially be associated with Tract C.

6) Draft Stand Alone Development Agreement. Also attached is a “draft” of the development agreement for discussion purposes. It should be understood that this is a work in progress as the prospective buyers are still reviewing and updating. However all parties agree that it is helpful to have this document available early in the process for the benefit of the Board of County Commissioners who will ultimately be reviewing these details in the upcoming public meetings.

Without being contrary to the request of the Planning and Zoning Commission, a discussion about density in the South Canyon is not within our purview or authorization at this time. As you are aware, the number of units allowed was determined after a protracted legal mediation between the County and Glacier Bancorp. The units that are currently shown on the master plan for this phase were located based upon a wildlife analysis, reviewed by the County and Idaho Fish and Game Department, and the regulations that were applicable at the time. This resulted in a reduction in the allowable number of units and increase in the required setback from the river compared to the approved original plan. Plus development of the South Canyon, as stated in the current development agreement, cannot occur until infrastructure in Division II Phase I has been completed. This is expected to be several years away as outlined in the proposed schedule for Phase I.

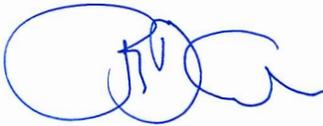


The discussion of possible “conservation options” for this South Canyon site should occur at the time this project comes before the County as a final plat. In the future there is hope that the River Rim development will be profitable providing options and incentives for potential tax relief benefits that could support a conservation plan. Currently River Rim is a distressed property with an uncertain future that the prospective buyers are looking to revitalize with this new plan and reintroduction of the golf course.

We are also attaching copies of recent letters submitted by Division I and Division II owners at River Rim. They typically express the same support and excitement for this new vision after experiencing many years of falling prices, lack of progress and uncertainty.

Please let us know if you or members of the Planning and Zoning Commission have any specific questions or issues regarding this proposed amendment they would like to see discussed at the upcoming meeting on June 14th.

Sincerely,



Robert T. Ablondi, P.E.

Cc: Brett Potter
Sean Cracraft
Sean Moulton
David Choo
Don Chery



CONSISTENCY WITH THE COMPREHENSIVE PLAN GOALS – RIVER RIM PROPOSED AMENDMENT NO 7

REF	GOAL	JASON BOAL COMMENT	RESPONSE
ED 1	Develop a coordinated and collaborative economic development strategy that encourages, promotes and supports locally-owned businesses and creates a hospitable and attractive environment for businesses and tourists	n/a	This amendment would increase tourist traffic to the Teton Valley area and provide economic benefits to the local economy outside of River Rim. This would include additional business for local outfitters, restaurants, retail shops, transportation companies and other tourist support.
ED 2	Preserve our rural character and heritage and promote local agricultural industries.	This proposed amendment would reduce the amount of area being farmed currently, and replace it with a Golf Course.	The important issue is that this amendment would provide the financial model for the local agriculture operation to continue successfully for the long term at River Rim. Only about 50 percent of the golf area is currently being farmed with the remainder native grasses. The large majority of viable farm operation would continue in concert with the golf operation.
ED 2.1	Encourage development and land use proposals that support prime economic values of rural character and heritage.	This proposal does incorporate recreation into the development, however I am not sure golf has strong ties to rural character or heritage	The current development is economically unsustainable which could ultimately jeopardize the farming operation. A viable long term plan is needed for the success of the entire PUD which will help sustain the large percentage of open space used for the farming operation. Also the new golf course plan will be designed to be more family friendly and take advantage of the exceptional views and large open space that is a key element of River Rim.
ED 2.2	Promote local agricultural industries and businesses.	This proposal incorporates farming into the development, however it is unclear what other local business may benefit from the proposal.	The proposal would not change the current farming operation but provide a sustainable financial model that would allow it to continue once the current owner, Glacier Bancorp, eliminates the current subsidies. Additional tourism related business would be generated with the golf operation and hospitality operation.
ED 2.3	Promote smart growth strategies that help preserve rural character by enhancing existing communities and directing development towards them.	This proposal does not support this policy.	Given that River Rim is an existing development designed more than 10 years ago, this proposal does promote rural character by preserving the open space and concentrating the main development at the golf village area within a smaller footprint while providing additional business opportunities as discussed.

ED = Economic Development; T = Transportation; NROR = Natural Resources and Outdoor Recreation; CEF = Community Events and Facilities; ARH = Agriculture and Rural Heritage

CONSISTENCY WITH THE COMPREHENSIVE PLAN GOALS – RIVER RIM PROPOSED AMENDMENT NO 7

REF	GOAL	JASON BOAL COMMENT	RESPONSE
ED 2.4	Encourage and attract businesses that are economically and environmentally friendly, and promote stewardship and accountability in business	This proposal does not affect this policy	The golf and related hospitality business proposed with this plan would be environmentally friendly while helping to grow the local tourist economy. The tourist businesses promoted would be sustainable over the long term while providing the economy necessary to sustain the large open spaces associated with River Rim.
ED 2.5	Encourage development that adheres to environmental standards.	The environmental impacts of the River Rim Development are not insignificant. The question before the PZC, is whether the impacts of proposal can be mitigated, and how could they be mitigated. It is worth discussing what environmental standards the applicant is planning on utilizing or could utilize in their design and construction.	The discussion should start with the fact the River Rim does exist but is not economically sustainable in its current state. The proposed plan will involve a golf design that is better integrated into the existing environment and will be more environmentally sensitive than the historic agricultural operations. Also the proposed changes are relatively minor and can be accommodated within a smaller development footprint.
ED 2.6	Encourage policies and resources which enable farms to adapt to changing paradigms	This proposal does not support this policy	Contrary to this comment, the plan does enable the PUD, which has a major farming element, to continue over the long term on a more economically sustainable basis.
ED 3	Recognize that tourism and lifestyle are fundamental components of our economy and are dependent on healthy natural resources.	This proposal is focused on tourism, however it is not focusing on fostering healthy natural resources.	The new golf design will foster native vegetation to a much greater extent than the current plan and the previous golf design. The native vegetation will cover more than half of the 280 acre open space. Plus the new plan will encourage more compact development and less auto use with the creation of a centralized Golf Village.
ED 3.1	Encourage economic development through the promotion of recreational opportunities and natural resources.	The golf course would provide a recreational opportunity, however there is not a promotion of natural resources	This is more than just the golf course as there would also be a fishing and offsite tourism element that would take advantage of the local natural resources and recreational opportunities in a low impact and sustainable manner.
ED 3.2	Conserve Teton County's natural resources in order to enhance economic development	This proposal would take away the areas that have been returned to native vegetation and convert it to a golf course	This is not the case as the golf would be concentrated in the areas that are currently used for agriculture. All of the native areas would remain and overall increased with the proposed links design.

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CONSISTENCY WITH THE COMPREHENSIVE PLAN GOALS – RIVER RIM PROPOSED AMENDMENT NO 7

REF	GOAL	JASON BOAL COMMENT	RESPONSE
ED 4.0	Accommodate additional population by supporting development that is economically responsible to the County and the community.	-no comment-	River Rim is in place and to date has not created a significant burden to the county relative to the amount of taxes paid. This is in large part due to the fact that there are a proportionally fewer number of school aged children, one of the largest local costs, associated with this type of recreational development. As shown in other surrounding communities, there is positive economy generated from higher priced homes that are only occupied a fraction of the time on an annual basis.
ED 4.1	Assess the public service requirements of new developments and weigh their off-site impacts against projected changes in revenue before approving new developments.	There is a large cost of services to support a resort community 15 miles from Driggs (i.e. emergency services, safety service (building permit inspections), transportation services, educational services (school busses), etc.).	This should be looked at more closely as River Rim has not to date been a burden on the county as it pays in much more than it costs. This has been the case since the bank took this over in 2007. Also the new development plan will focus on the hospitality suites rather than individually owned units which will generate fewer school aged children which is one of the largest economic impacts to the community.
ED 4.2	Support local retail by placing adequate residential density in close proximity to businesses	This policy is not supported	River Rim will not create competing business, only local convenience business designed to reduce traffic and auto use. The tourists who visit River Rim will seek out other recreational and tourism opportunities that will enhance the local economy.
ED 4.3	Consider the economic impact of supply and demand in residential development.	Teton County has a known over-supply of residential building lots, yet under supply of built residential units. The proposal does seek to include 12 workforce housing units for employees or workers associated with the PUD.	Overall the net effect is limited compared to what is currently allowed. Plus the emphasis on hospitality units provides diversity compared to single family residences. The 12 employee units are a positive addition not previously a part of the development and will help offset any employment demands created by the new plan.
ED 4.4	Utilize a variety of regulatory and incentive-based tools to reduce density in sensitive areas and encourage density in areas where services exist.	This proposal does seek to increase the density	The slight increase in density is in an area that has services in place should be considered a positive development.
ED 4.5	Limit commercial retail business to Driggs, Victor and Tetonia	This policy is not supported if commercial is allowed in this area.	The commercial proposed is not designed to compete but to reduce car trips for incidental uses and will be catered to the basic incidental needs of the River Rim owners and guests.

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CONSISTENCY WITH THE COMPREHENSIVE PLAN GOALS – RIVER RIM PROPOSED AMENDMENT NO 7

REF	GOAL	JASON BOAL COMMENT	RESPONSE
ED 4.6	Provide a variety of housing types that are accessible to a socially and economically diverse population	The proposal does seek to include 12 workforce housing units for employees or workers associated with the PUD.	The proposed workforce housing is a significant positive change affecting this goal as noted.
ED 4.7	Encourage creative economic solutions such as live-work opportunities and appropriate home businesses.	This policy is not supported	The project, unlike the current plan, would provide opportunities for small meetings, weddings and other similar public gatherings which could lead to various business development options.
ED 4.8	Encourage the development of low-density, high-quality neighborhoods adjacent to existing cities.	This policy is not supported	Again when the existing River Rim development is taken into consideration, the hospitality units would be clustered in a smaller area that has the essential services in place.
ED 4.9	Maintain rural areas that encourage farming and ranching and support low density residential development	The original approval of the River Rim project incorporated farming into the design plan	The main farming and agricultural element will remain and with this plan be more sustainable over the long term.
ED 5	Support the development of a communications Master Plan	N/A	Agree that this does not directly apply. However River Rim has installed high quality fiber communications lines to maximize internet access and opportunities within the development.
T 1	Provide well-maintained transportation infrastructure including roads, paved pathways and sidewalks.	The proposed amendments provide walking paths inside the subdivision that would also connect to the Division I pathways. It is unclear if there will be limitations on who can use those trails and pathways. The County is responsible for maintaining the County Road 9400 West.	The paths are intended for the local residents.. However there will be interconnections with any regional pathways to further enhance the overall pathway network. River Rim has also done major upgrades to County Road (\$00 West that serves as a major access to Forest lands.
T 1.1	Improve the conditions and safety for vehicles, bicycles and pedestrians of existing transportation infrastructure, especially roads important for agriculture	Most of the infrastructure being constructed in association with this PUD is not existing infrastructure	The paths would be completed with this project which addresses this goal. Contrary to this comment, the only major infrastructure – other than buildings and golf course completion– left after this spring would be the paving of the roads.
T 1.2	Identify and implement financing mechanisms to pay for needed transportation maintenance and improvements	The proposed amendment is not applicable to this policy	The proposed amendment provides the financial basis for maintaining the roads and pathways within River Rim on a long term basis.

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CONSISTENCY WITH THE COMPREHENSIVE PLAN GOALS – RIVER RIM PROPOSED AMENDMENT NO 7

REF	GOAL	JASON BOAL COMMENT	RESPONSE
T 1.3	New development will provide adequate transportation facilities to accommodate needed services	There are no identified “transit” facilities. This is a limited service in the valley, but being a “resort” destination, this may be a policy to discuss	There is opportunity to provide transit from River Rim to other parts of the valley and regional airports to limit vehicle traffic and enhance the overall experience for tourists. This would be a part of the hospitality suite development plan.
T 1.4	Adopt a variety of design standards for all transportation infrastructure.	The proposed amendment is not applicable to this policy	Not related to this project
T 1.5	Provide/promote off-road transportation corridors to and from Public Lands suitable for both motorized and non-motorized vehicles.	The proposal provides winter access to the USFS via an easement and summer access via 9400 West.	As noted, County Road 9400 West was significantly upgraded by River Rim as a part of this project.
T 1.6	Educate and inform the public regarding transportation goals, costs and benefits; road construction and maintenance; and plowing schedules and policies.	The proposed amendment is not applicable to this policy.	Not related
T 1.7	When key infrastructure (roads, bridges, pathways, etc) is damaged or destroyed by naturally occurring events, including deterioration due to age and use, it should be replaced within as short a timeframe as feasible to avoid disruption of service to the public.	The proposed amendment is not applicable to this policy.	Not related
T 2	Create convenient, safe, timely, financially sustainable and efficient options for multi-modal* transportation that satisfies a multitude of needs	n/a	Pathways have always been a part of River Rim and can be completed with the improved financial model provided by this amendment.
T 3	Provide a well-connected transportation network within Teton Valley and within the region.	A possible condition of approval, may include language in the Development Agreement requiring acceptance of a connection to a County wide trail plan/network	River Rim would look to opportunities to connect to regional transportation systems as appropriate. This would also be a net positive for the tourism promoted by this project.
T 4	Develop transportation appropriate for a rural community, respectful of the unique character of Teton Valley.	n/a	n/a

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CONSISTENCY WITH THE COMPREHENSIVE PLAN GOALS – RIVER RIM PROPOSED AMENDMENT NO 7

REF	GOAL	JASON BOAL COMMENT	RESPONSE
T 5	Support continued improvements to the Driggs Memorial Airport to support Teton County's aviation needs	n/a	Not applicable. However future residents and visitors are likely to be users of the Driggs Airport as air transportation opportunities grow in the future.
NROR 1	Conserve our public lands, trail systems, and natural resources (air, water, wildlife, fisheries, wetlands, dark skies, view sheds, soundscape, soils, open space, native vegetation).	As mentioned above this proposal would remove "native vegetation" that was replanted based on the last Master Plan approval	Most native areas will remain with this revised plan as the golf will focus on agricultural areas. It should also be noted that this proposal will not impact any other environmentally sensitive lands such as wetlands, high water table areas, floodplains, etc.
NROR 2	Enhance and preserve access to public lands and recognize the need to accommodate different user groups in a way that minimizes user conflict and damage to natural resources.	Public access to National Forest during the summer would be through a developed part of the subdivision. The winter access would be via the easement agreement that defines the western boundary of Phase I. Public access, both summer and winter would need to be assured.	County Road 9400 West was upgraded for this specific purpose and is a significant improvement from what was in place prior to the River Rim PUD.
NROR 2.1	Maintain and improve existing public land and river access.	The proposed amendment would maintain public access to the Forest Service via 9400 West.	Agreed as noted above
NROR 2.2	Support the creation of new public land access when it's consistent with natural resource conservation goals	The proposed amendment is not applicable to this policy.	Not applicable
NROR 2.3	Support the creation of a County motorized and non-motorized summer and winter travel plan which includes access points	The proposed amendment is not applicable to this policy.	Again County Road 9400 West provides this opportunity
NROR 2.4	Consider and accommodate access for different user groups to minimize user conflict and resource damage	The proposed amendment is not applicable to this policy.	Not applicable
NROR 2.5	Seek cooperation of private landowners to improve accessibility to adjacent public lands.	Winter access, which includes a snow machine path, would be via the existing access easement that forms the western boundary of Phase I, and follows 9400 West	The new 9400 West provides much better year round access to adjacent Forest Service lands.

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CONSISTENCY WITH THE COMPREHENSIVE PLAN GOALS – RIVER RIM PROPOSED AMENDMENT NO 7

REF	GOAL	JASON BOAL COMMENT	RESPONSE
NROR 2.6	Work with state and federal agencies and private landowners to protect environmentally sensitive areas from resource degradation	The proposed amendment is not applicable to this policy	The main development in River Rim has been located on lands that were previously disturbed through historic agricultural operations and no not involve environmentally sensitive areas such as wetlands, floodplains, high groundwater areas or sensitive wildlife areas.
NROR 3	Provide and promote exceptional recreational opportunities for all types of users (including but not limited to biking, skiing, fishing, off-highway vehicle use, target practice, hunting, trail users, equestrians, boating, non-motorized flight) as a means for economic development and enhanced quality of life.	n/a	There is extensive potential for cross-country skiing and hiking trails within the River Rim development that help promote this objective.
NROR 4	Balance private property rights and protection of our natural resources	No comment	River Rim has gone to extensive efforts since its inception to provide balance between development and the preservation of open space and viable farm lands. This amendment will continue and enhance this effort as the new development will be more compact and confined to areas already disturbed.
NROR 4.1	Ensure that development regulations balance natural resources protection, view shed protection and growth, are clear and predictable, and preserve the economic value of the land	The balance identified in this goal is unique with this proposal. Consideration needs to be given to the economic value of the existing infrastructure, existing properties (lots) and the development as a whole. As well as the acceptance, approval and entitlements have been granted in the past. How this fits into the equation should be discussed and determined by the Commission.	As noted, River Rim does provide balance which is an important goal of the overall PUD to preserve open space and agriculture while focusing development in the least constrained portions of the site. This amendment will enhance this effort through the long term preservation of farming and open space and through the promotion of a more compact development footprint.
NROR 5	Recognize, respect and/or mitigate natural hazards, including but not limited to flooding, earthquakes, landslides, radon and fires	n/a	River Rim was originally designed to avoid potential natural hazards. This amendment builds upon these basic criteria.

CONSISTENCY WITH THE COMPREHENSIVE PLAN GOALS – RIVER RIM PROPOSED AMENDMENT NO 7

REF	GOAL	JASON BOAL COMMENT	RESPONSE
NROR 6	Promote natural resource protection by a variety of means including financial compensation for willing buyer/willing seller agreements that promote open space acquisition and land and water easements.	n/a	The original RR PUD does protect significant open space and is able to achieve 70 percent overall open space with a plan that was first development more than 10 years ago when development standards for PUDs only required 50% open space. A successful Division I Phase II also provides greater opportunities for further open space preservation in future phases.
NROR 7	On public lands and accesses, balance recreation with protection of natural resources	n/a	Not Applicable
NROR 8	Respect sensitive habitat and migration areas for wildlife	The development of Phase 1 started before the requirements of the Wildlife Habitat Assessment requirements. The utilities were installed and golf course was graded and shaped. The natural habitat that was there was removed. This proposal would not disturb any additional habitat	Most of the areas associated with the developed portions of RR were previously disturbed as part of an intensive agricultural operation. No new disturbance but more areas of native grass to be created with the links type golf course.
NROR 8.1	Teton County recognizes that wildlife and wildlife habitats provide economic, recreational, and environmental benefits for the residents and visitors of Teton County. Land development decisions will strongly weigh the needs of wildlife to protect the inherent values that they provide.	Additional density in Phase I is a consideration that needs to be weighed against the impact of natural resources	The additional units are all proposed in areas previously planned for development. No new areas will be disturbed.
NROR 8.2	Work with landowners, the Idaho Department of Fish and Game, other state and federal agencies, non-governmental organizations, and other natural resources professionals to utilize wildlife habitat and species information and other tools (such as Western Governors Association Crucial Habitat Assessment Tool and the Wildlife Overlay Map), including new information as it becomes available, to make land use and site planning decisions.	Attached are the past analysis and comments from other agencies.	Extensive efforts were completed for previous plat filings to address these issues.

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REF	GOAL	JASON BOAL COMMENT	RESPONSE
NROR 8.3	Minimize the cumulative impacts of development on wildlife and wildlife habitat	This policy needs to be weighed when reviewing this application	The amendment proposal has been specifically designed to limit impacts to match what has been previously approved. Most noteworthy is the clustering of units at the golf village and now new areas to be disturbed.
NROR 8.4	Protect and/or improve the diversity of native vegetation.	This proposal does not support this policy.	There is significant opportunity to enhance native vegetation with the links course design. Only about 100 acres out of 280 acres would actually be developed with the links type golf design.
NROR 8.5	Protect and improve riparian and aquatic habitats.	This proposal does not support this policy.	“Not applicable” is more accurate response as the areas in question for this amendment do not involve riparian or aquatic areas.
NROR 8.6	A Wildlife Impact Mitigation Plan shall be developed for any development project which impacts an important habitat or which presents concerns of detrimental human-wildlife interaction. Requirements and performance standards for the mitigation plan shall be clearly established in the Zoning and/or Subdivision Ordinance and shall be the basis for approval of the plan.	Without clear mitigation guidance in the development code, the County has relied on comments from the consultants doing the study and Fish and Game to provide guidance if mitigation is needed.	It again should be noted that this plan will not involve new areas of development and that the current areas of development were analyzed in previous plat filings. In addition, the areas proposed for development were a part of historic commercial farming operations The PUD has also incorporated special wild life friendly covenants (fencing, pet control, maintenance of corridors for movement, etc.) based upon previous comments received from the Idaho Fish and Game.
NROR 8.7	Provide incentives for voluntary habitat buffers, seasonal use restrictions, and aquatic connectivity along key drainages	This policy does not apply	The River Rim PUD does through the overall planning and project design address buffer and use restrictions. This proposed amendment will not increase but rather reduce the overall area of impact. There will also be a slight increase in open space.
NROR 8.8	Work collaboratively with other jurisdictions to preserve, enhance, restore and maintain undeveloped lands critical for providing ecosystem connections and buffers for joining significant ecosystems	This policy does not apply	Not Applicable to this amendment. Much of this was accomplished in the planning of the overall River Rim PUD.

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REF	GOAL	JASON BOAL COMMENT	RESPONSE
NROR 8.9	Designate and map lands within or buffering Teton River Canyon as an irreplaceable natural area, and work with private landowners and government agencies to protect and conserve the area's ecological resources, including wintering big game and cutthroat trout.	This policy does not apply	Much of this has already been done with the initial PUD planning and planning for the South Canyon area that was extensively discussed in Amendments 4 and 5. Future changes to the South Canyon area should be addressed with future phases that are only allowed to be initiated once Division II Phase I infrastructure is completed and accepted by the County.
CEF 1	Provide high-quality public and private services and facilities in a coordinated manner for the health, safety, and enjoyment of the community	n/a	River Rim is providing a quality site with full road utility access for a future fire station at no cost to the county.
CEF 2	Encourage the development and support of high-quality education facilities (primary, secondary and post-secondary) and diverse and affordable activities for all ages.	n/a	Not Applicable to this amendment, however there would be future opportunities for various educational activities with a more viable River Rim development
CEF 3	Encourage an environment that fosters community involvement	n/a	River Rim has encouraged community involvement in this process which is seen as an overall positive in the potential success for this development
CEF 4	Adequately fund existing and future public services and facilities	n/a	Financial sustainability is a key objective of this amendment to re-introduce the golf course so as to not create a future burden on local property owners and tax payers.
ARH 1	Preserve and enhance Teton Valley's small town feel, rural heritage and distinctive identity		Not directly applicable to this amendment however the proposed architecture can emphasize these rural and small-town attributes to make this project a better fit for this site.
ARH 1.1	Ensure that planned growth maintains Teton Valley's rural character.	Dense development in rural areas does not maintain Teton Valley's rural character. The question is whether this proposal improves the situation, by adding a tourist & recreational component back in improves the situation over what was already approved	The number of units to be added is relatively small in the overall plan which will actually be more compact by constructing smaller units placing them within the same village area. Proper architectural measures can also offset impacts and help the development fit better into the existing rural landscape.

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CONSISTENCY WITH THE COMPREHENSIVE PLAN GOALS – RIVER RIM PROPOSED AMENDMENT NO 7

REF	GOAL	JASON BOAL COMMENT	RESPONSE
ARH 1.2	Encourage vacation of subdivision plats where appropriate and viable	This policy is not applicable	Vacations are appropriate for dormant projects with minimal improvements completed. River Rim has the majority of its infrastructure in place and is owned by a diverse group of property owners who have a stake in seeing this project succeed at some reasonable level.
ARH 1.3	Ensure that open spaces are managed responsibly	The River Rim project has large amounts of open space that have been and will continue to be farmed. The golf course area, also counted as open space, will need to be managed in a responsible way moving forward.	River Rim has been actively managing the open space even through the project has been dormant since 2007. They have spent nearly \$1.3 MM reclaiming the golf course area. They have spent another \$1.0 MM on the upgraded County Road 9400 West and reclamation of the old county road. They also have a significant annual budget to control weeds.
ARH 1.4	Maintain the County's rural heritage through the scenic corridors	This policy is not applicable	River Rim helps achieve this goal with the dedication of open space with the overall PUD at the level of 70 percent plus.
ARH 1.5	Support the preservation of open space, farmland, natural beauty, and critical environmental areas.	The River Rim Division II Master Plan has approximately 3,300 acres of open space. Most of those areas are intended to be farmed. Two hundred and eighty (280) acres are in the golf course area.	It should be noted that about 50% of the 280 acres or more will be left in native vegetation. The links design is focused on making the course better fit the existing environment.
ARH 1.6	Encourage higher density development in the cities of Driggs, Victor, and Tetonia	This proposal does not support this policy	Again it is important to note that River Rim was first approved for development in 2006. The revised plan is still much less dense than what was originally allowed. The current amendment is now only requesting 16 additional hospitality units to help make the project viable economically. Also to help with ongoing housing shortages, this amendment also includes 12 units dedicated to employees. This employee component was never a part of any of the previous River Rim development scenarios.
ARH 2	Balance property rights and rural character	Should be discussed and determined by the Commission	We believe that the current Amendment 7 is a balance of what works financially without major changes to density or other facets of the development.
ARH 3	Support and enhance agriculture and ranching.	This proposal does not support this policy.	We believe the project does support and enhance agriculture with the preservation of open space and allowance for agriculture in the CC&Rs

ED = Economic Development; T = Transportation; NROR = Natural Resources and Outdoor Recreation; CEF = Community Events and Facilities; ARH = Agriculture and Rural Heritage

CONSISTENCY WITH THE COMPREHENSIVE PLAN GOALS – RIVER RIM PROPOSED AMENDMENT NO 7

REF	GOAL	JASON BOAL COMMENT	RESPONSE
ARH 4	Respect cultural heritage sites	n/a	Not applicable to this amendment
ARH 5	Reduce infestation/introduction of invasive species.	Weeds have been a major problem in the River Rim complex with disturbed soils being left unattended and, in some cases, unplanted, for years. The weed problem needs to continue to be addressed in earnest. A revised weed management plan needs to be created and followed to support weed-fighting efforts in conjunction with the proposal.	As previously noted, River Rim spent \$1.3 MM on golf course reclamation work in addition to the annual weed spraying. Also the farming operation has taken control of portions of the land and is controlling weeds in these areas. This will ultimately transfer over to the golf operation which will also continue to control weeds both from a practical manner relative to the golf course operation and aesthetics. A financially successful project will enable this work to continue.
ARH 5.1	Support on-going efforts to map current noxious weed infestations.	A weed management plan could include mapping of weed infestations	River Rim has undertaken a comprehensive effort to control weeds in all locations, even vacant lots as much as possible. Additional mapping of problem areas can be included in the overall control strategy as appropriate.
ARH 5.2	Continue support of public education and outreach that target noxious weed identification, landowner control responsibilities under Idaho State Law, noxious weed management options and noxious weed management funding alternatives.	This policy is not applicable	River Rim will over the long term desire to become a part of this effort to control weeds on an area wide basis.
ARH 5.3	Continue to offer cost share assistance to willing landowners through the Idaho State Department of Agriculture's (ISDA's) noxious weed cost share grant program.	This policy is not applicable	This may be of interest to the private landowners who want to take additional measures on their properties and to the River Rim property managers as all parties understand that weed management is an ongoing process.
ARH 5.4	Support current county weed control enforcement policies to better report, police and enforce noxious weed violations under State Law in a fair, timely and consistent manner	This policy is not applicable	River Rim has shown a willingness to comply with county weed control regulations and will continue to do so in the future. A economically sustainable project with a golf component, key elements of this amendment, will have a greater probability to succeed in this ongoing effort.
ARH 5.5	High priority will be given to managing invasive species that have, or potentially could have, a substantial impact on county resources, or that can reasonably	This policy is not applicable	As noted above, River Rim continues in its efforts to comply with county regulations and will do so in the future so long as it has the economic ability provided by this proposed amendment.

ED = Economic Development; T = Transportation; NROR = Natural Resources and Outdoor Recreation; CEF = Community Events and Facilities; ARH = Agriculture and Rural Heritage

CONSISTENCY WITH THE COMPREHENSIVE PLAN GOALS – RIVER RIM PROPOSED AMENDMENT NO 7

REF	GOAL	JASON BOAL COMMENT	RESPONSE
	be expected to be successfully controlled.		
ARH 5.6	Address the cause of invasive species infestations and work to reduce initial outbreaks especially on disturbed lands.	Additional disturbances, especially with seed sources in the area, should be carefully managed and protected against weed infestations.	Agreed as River Rim will continue with the weed control as noted. This will become be accomplished in the future with the combined efforts of the local farmers, golf course operators, property managers and individual property owners.
ARH 5.7	Provide public education on appropriate uses of chemical weed control so that it is used in a way that is compatible with surrounding uses.	This policy is not applicable	Private owners and River Rim property managers will be interested in this information to control weeds and maintain the values of this development.

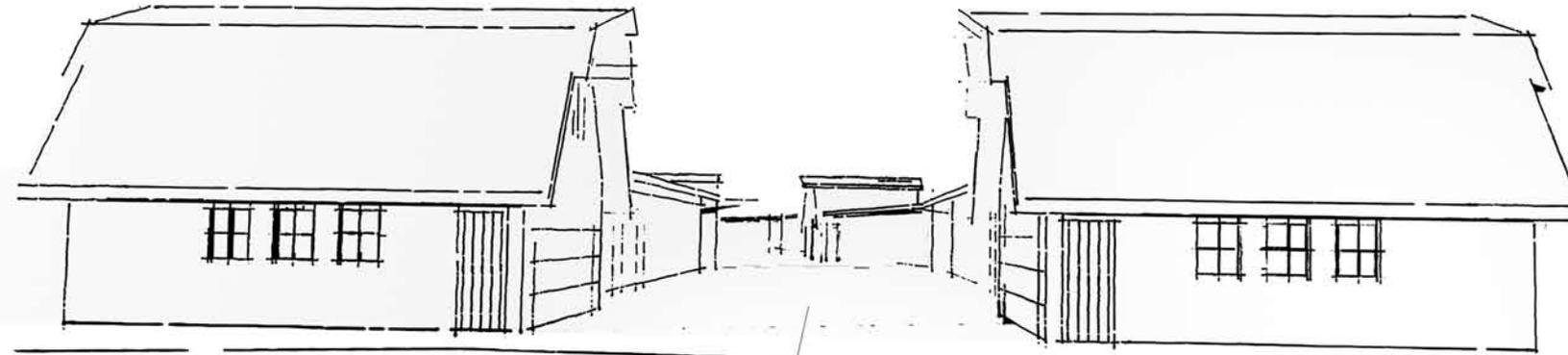
ED = Economic Development; T = Transportation; NROR = Natural Resources and Outdoor Recreation; CEF = Community Events and Facilities;
 ARH = Agriculture and Rural Heritage

River Rim Div. 2 Storage Units Concept Design - nts



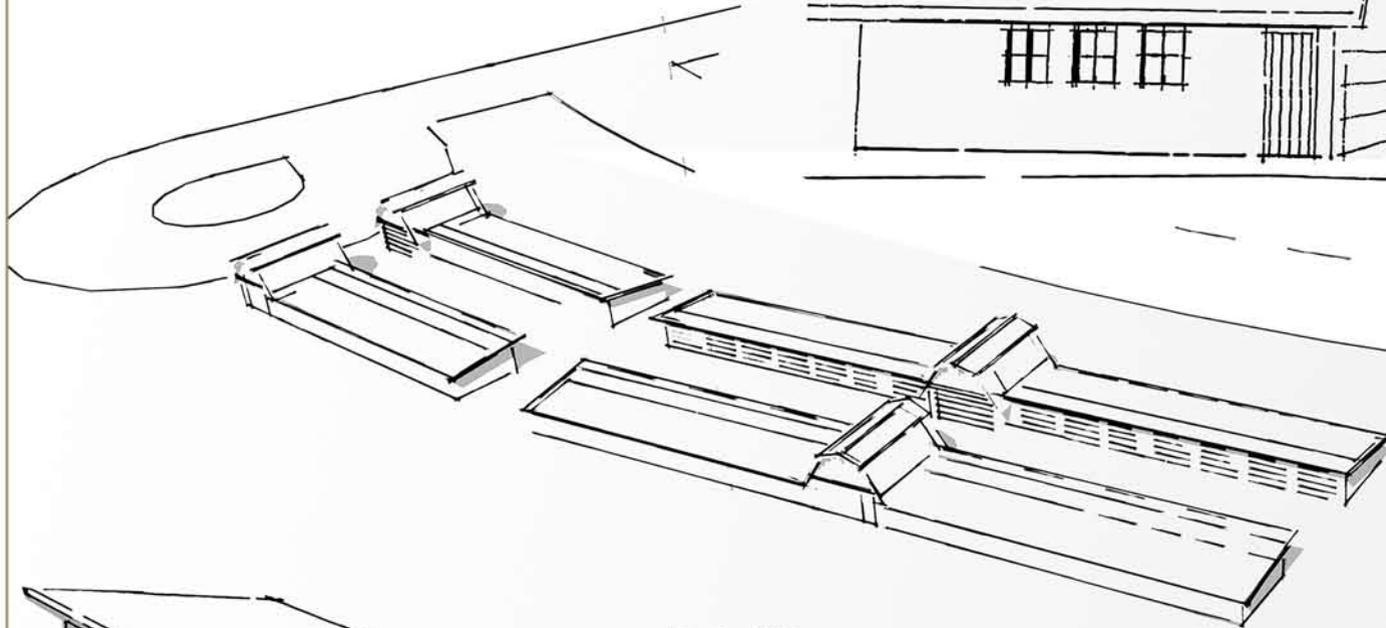
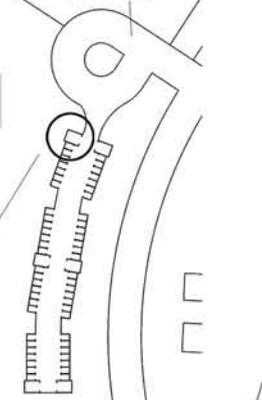
DIVISION II

PREPARED FOR: DAVID CHOO
PREPARED BY: FOCUS ARCHITECTS

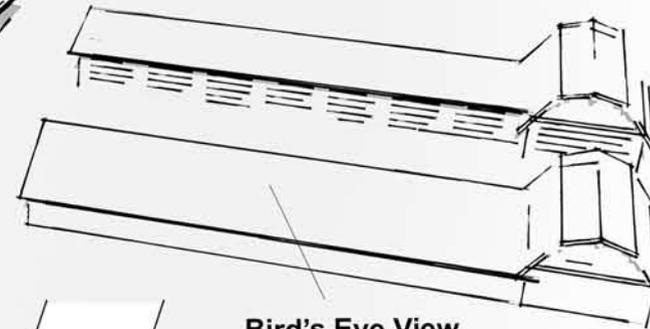


Storage Entry Sketch

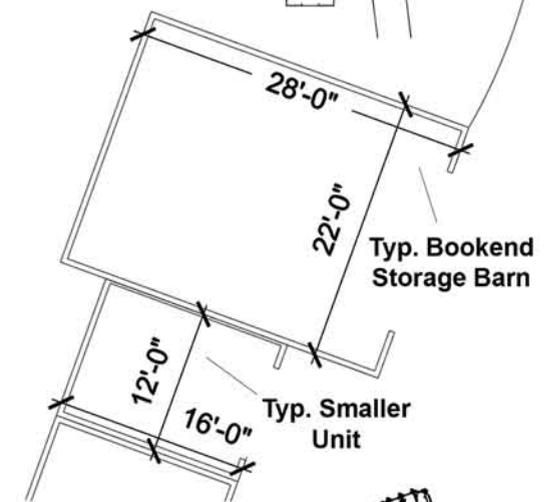
Site Plan



Typical Storage Building

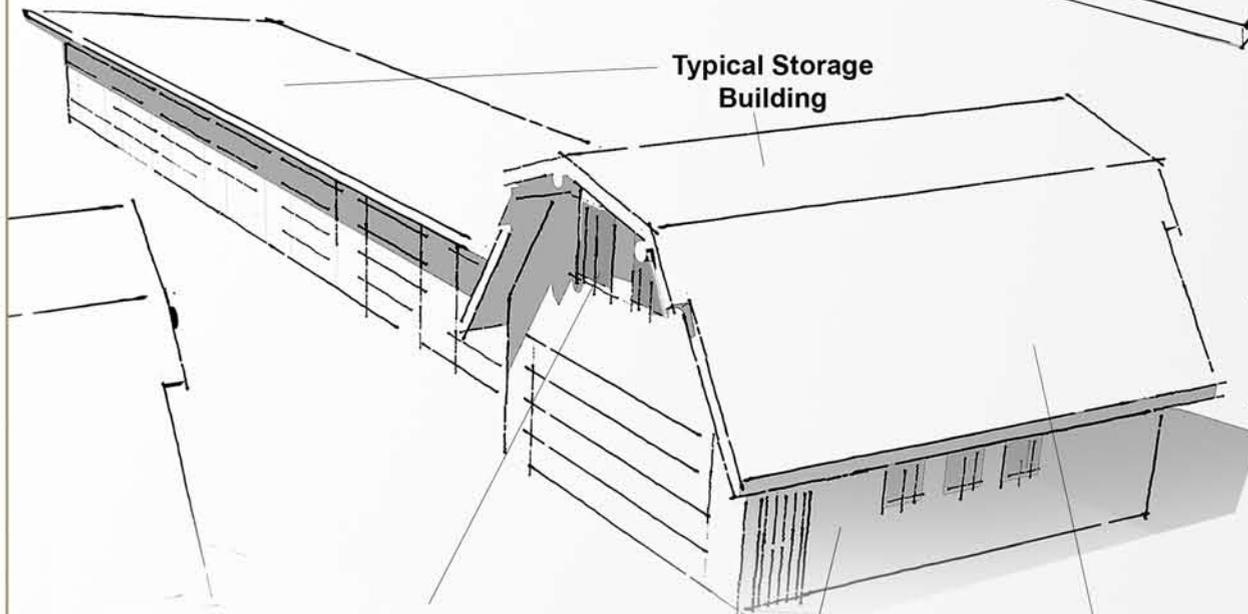


Bird's Eye View



Typ. Bookend Storage Barn

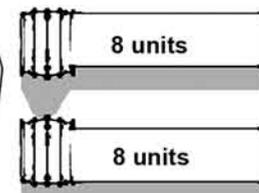
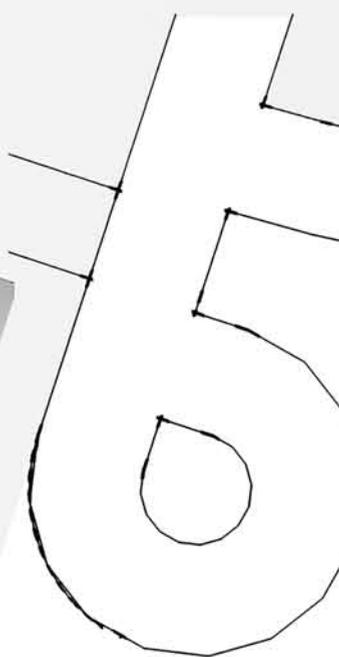
Typ. Smaller Unit



Loft storage option

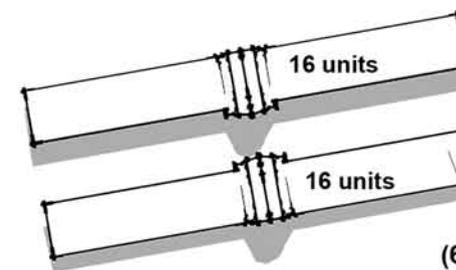
Wood siding @ bookend barns

Asphalt shingle roofing



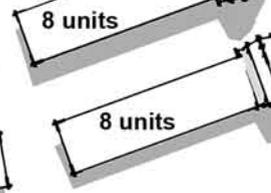
8 units

8 units



16 units

16 units



8 units

8 units

Plan View
(64 units +/-)

HOSPITALITY PROGRAM IMPACT ANALYSIS

WATER USE:

CALCULATION ASSUMPTIONS
 CUSTOM HOME = 3 PEOPLE @ 100 GALLONS/DAY/PERSON = 300 GALLONS/DAY
 2 BEDROOM HOSPITALITY UNIT = 2 PEOPLE @ 80 GALLONS/DAY/PERSON = 160 GALLONS/DAY
 CLUSTER HOME = 3 PEOPLE @ 100 GALLONS/DAY/PERSON = 300 GALLONS/DAY
 4 BEDROOM HOSPITALITY UNIT = 4 PEOPLE @ 80 GALLONS/DAY/PERSON = 320 GALLONS/DAY

DAYS/MONTH OCCUPIED	JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC TOTALS													
	CUSTOM HOME	2 BEDRM. HOSP. UN.	CLUSTER HOME	4 BEDRM. HOSP. UN.	CUSTOM HOME	2 BEDRM. HOSP. UN.	CLUSTER HOME	4 BEDRM. HOSP. UN.	CUSTOM HOME	2 BEDRM. HOSP. UN.	CLUSTER HOME	4 BEDRM. HOSP. UN.		TOTALS
CUSTOM HOME	10	10	10	10	20	30	30	30	30	20	10	10	220x300=66,000gals/year	35%
2 BEDRM. HOSP. UN.	0	0	5	5	15	20	25	25	20	15	10	5	145x160=23,200gals/year	
CLUSTER HOME	10	10	10	10	20	30	30	30	30	20	10	10	220x300=66,000gals/year	
4 BEDRM. HOSP. UN.	0	0	5	5	15	20	25	25	20	15	10	5	145x320=46,400gals/year	

SEWER USE:

CALCULATION ASSUMPTIONS
 CUSTOM HOME = 3 PEOPLE @ 3FLUSHES/DAY/PERSON@2GALLONS/FLUSH = 18 GALLONS/DAY
 2 BEDROOM HOSPITALITY UNIT = 2 PEOPLE @ 3FLUSHES/DAY/PERSON@2GALLONS/FLUSH = 12 GALLONS/DAY
 CLUSTER HOME = 3 PEOPLE @ 3FLUSHES/DAY/PERSON@2GALLONS/FLUSH = 18 GALLONS/DAY
 4 BEDROOM HOSPITALITY UNIT = 4 PEOPLE @ 3FLUSHES/DAY/PERSON@2GALLONS/FLUSH = 24 GALLONS/DAY

DAYS/MONTH OCCUPIED	JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC TOTALS													
	CUSTOM HOME	2 BEDRM. HOSP. UN.	CLUSTER HOME	4 BEDRM. HOSP. UN.	CUSTOM HOME	2 BEDRM. HOSP. UN.	CLUSTER HOME	4 BEDRM. HOSP. UN.	CUSTOM HOME	2 BEDRM. HOSP. UN.	CLUSTER HOME	4 BEDRM. HOSP. UN.		TOTALS
CUSTOM HOME	10	10	10	10	20	30	30	30	30	20	10	10	220x18=3,960gals/year	44%
2 BEDRM. HOSP. UN.	0	0	5	5	15	20	25	25	20	15	10	5	145x12=1,740gals/year	
CLUSTER HOME	10	10	10	10	20	30	30	30	30	20	10	10	220x18=3,960gals/year	
4 BEDRM. HOSP. UN.	0	0	5	5	15	20	25	25	20	15	10	5	145x24=3,480gals/year	

TRAFFIC USE

CALCULATION ASSUMPTIONS
 CUSTOM HOME = 3 PEOPLE @ 2 VEHICLE TRIPS/DAY/PERSON = 6 TRIPS/DAY
 2 BEDROOM HOSPITALITY UNIT = 2 PEOPLE @ 2 VEHICLE TRIPS/DAY/PERSON = 4 TRIPS/DAY
 CLUSTER HOME = 3 PEOPLE @ 2 VEHICLE TRIPS/DAY/PERSON = 6 TRIPS/DAY
 4 BEDROOM HOSPITALITY UNIT = 4 PEOPLE @ 2 VEHICLE TRIPS/DAY/PERSON = 8 TRIPS/DAY

DAYS/MONTH OCCUPIED	JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC TOTALS													
	CUSTOM HOME	2 BEDRM. HOSP. UN.	CLUSTER HOME	4 BEDRM. HOSP. UN.	CUSTOM HOME	2 BEDRM. HOSP. UN.	CLUSTER HOME	4 BEDRM. HOSP. UN.	CUSTOM HOME	2 BEDRM. HOSP. UN.	CLUSTER HOME	4 BEDRM. HOSP. UN.		TOTALS
CUSTOM HOME	10	10	10	10	20	30	30	30	30	20	10	10	220x6=1,320trips/year	44%
2 BEDRM. HOSP. UN.	0	0	5	5	15	20	25	25	20	15	10	5	145x4=580trips/year	
CLUSTER HOME	10	10	10	10	20	30	30	30	30	20	10	10	220x6=1,320trips/year	
4 BEDRM. HOSP. UN.	0	0	5	5	15	20	25	25	20	15	10	5	145x8=1,160trips/year	

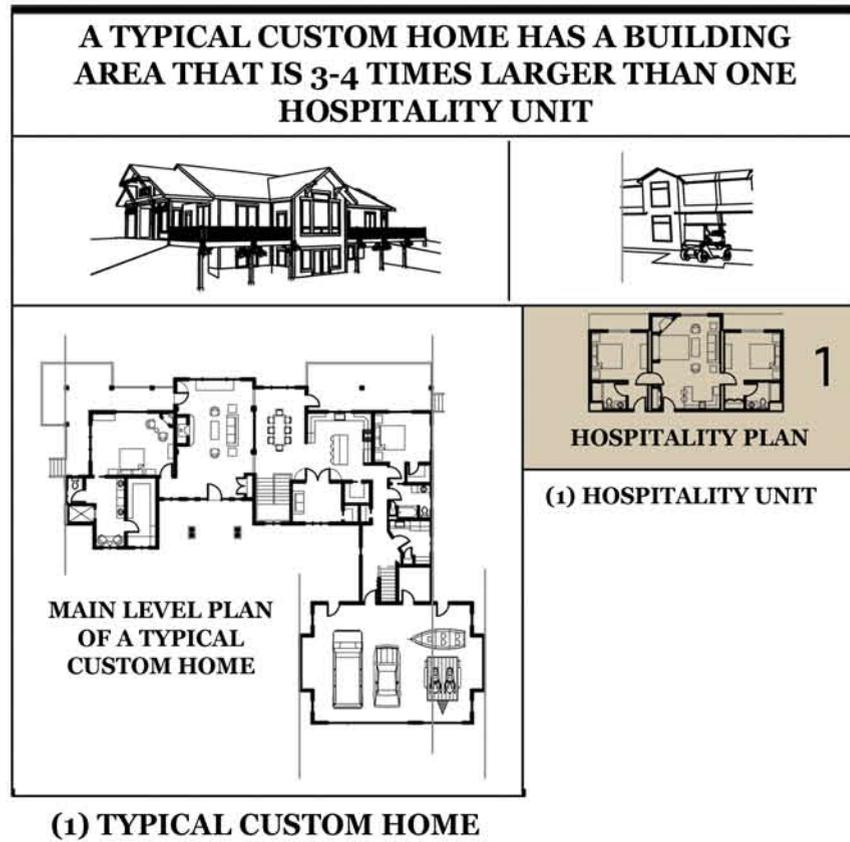
MULTI-MODAL NEIGHBORHOOD

20% AUTOMOBILE TRAFFIC REDUCTION FOR MODE SHARE

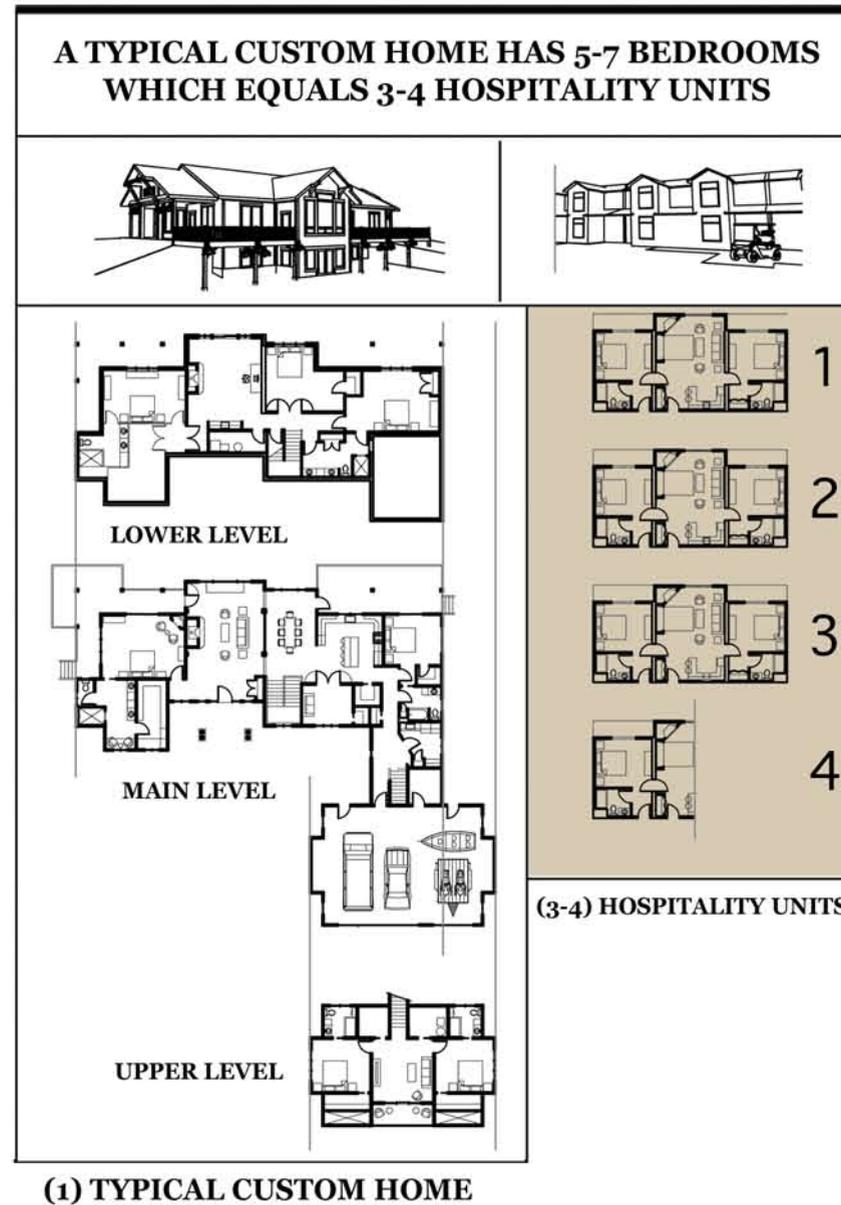
DAYS/MONTH OCCUPIED	JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC TOTALS													
	CUSTOM HOME	2 BEDRM. HOSP. UN.	CLUSTER HOME	4 BEDRM. HOSP. UN.	CUSTOM HOME	2 BEDRM. HOSP. UN.	CLUSTER HOME	4 BEDRM. HOSP. UN.	CUSTOM HOME	2 BEDRM. HOSP. UN.	CLUSTER HOME	4 BEDRM. HOSP. UN.		TOTALS
CUSTOM HOME	10	10	10	10	20	30	30	30	30	20	10	10	220x6=1,320trips/year	35%
2 BEDRM. HOSP. UN.	0	0	5	5	15	20	25	25	20	15	10	5	116x4=464trips/year	
CLUSTER HOME	10	10	10	10	20	30	30	30	30	20	10	10	220x6=1,320trips/year	
4 BEDRM. HOSP. UN.	0	0	5	5	15	20	25	25	20	15	10	5	116x8=928trips/year	

1 A TYPICAL CUSTOM HOME COMPARED TO A TYPICAL (2) BEDROOM HOSPITALITY UNIT

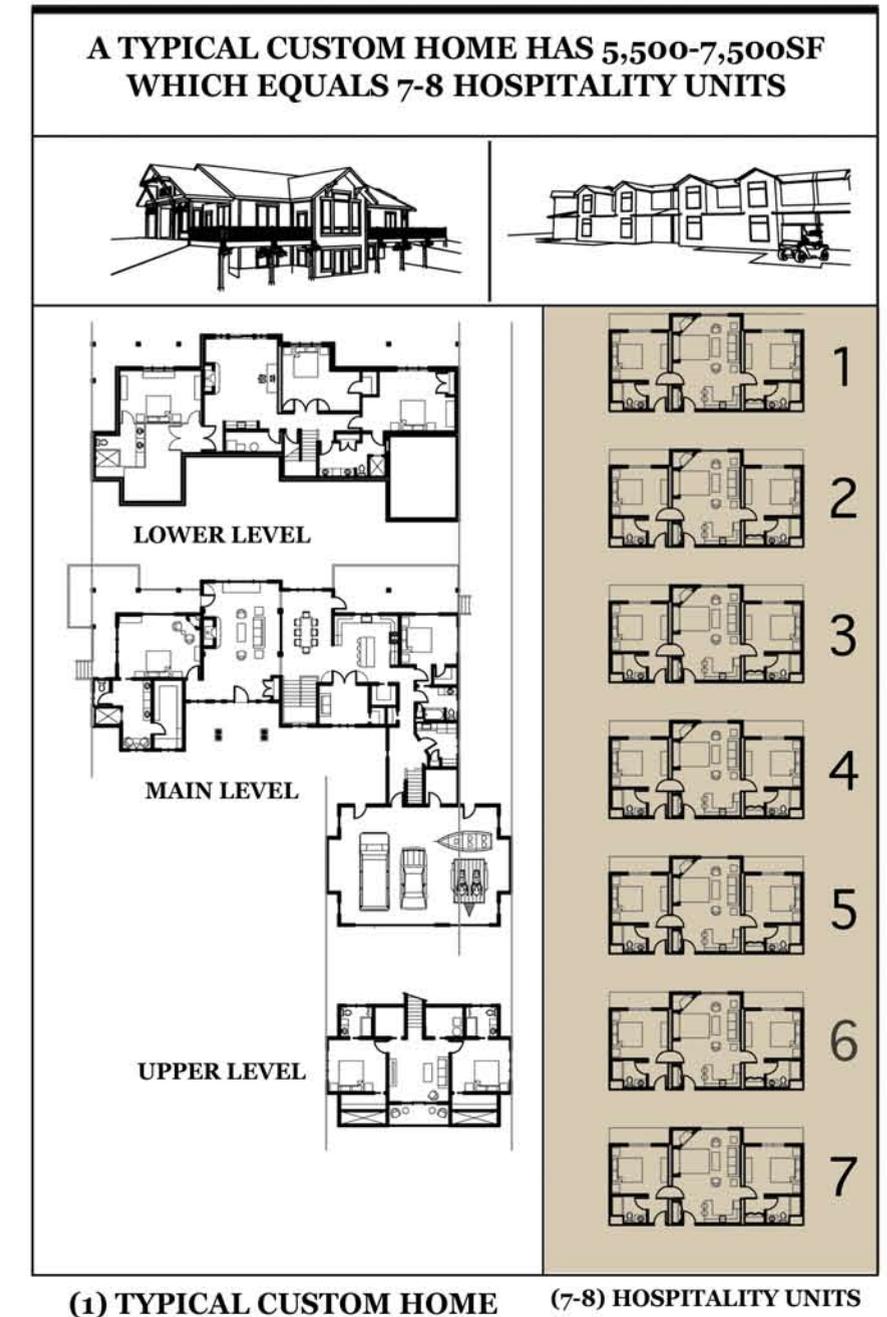
COMPARISON #1



COMPARISON #2

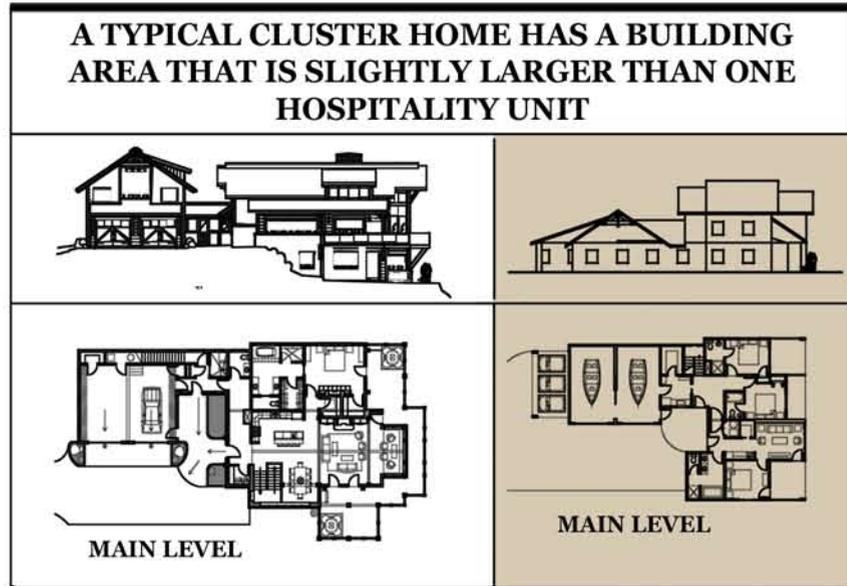


COMPARISON #3



2 A TYPICAL RIVER RIM CLUSTER HOME COMPARED TO A TYPICAL (4) BEDROOM HOSPITALITY UNIT

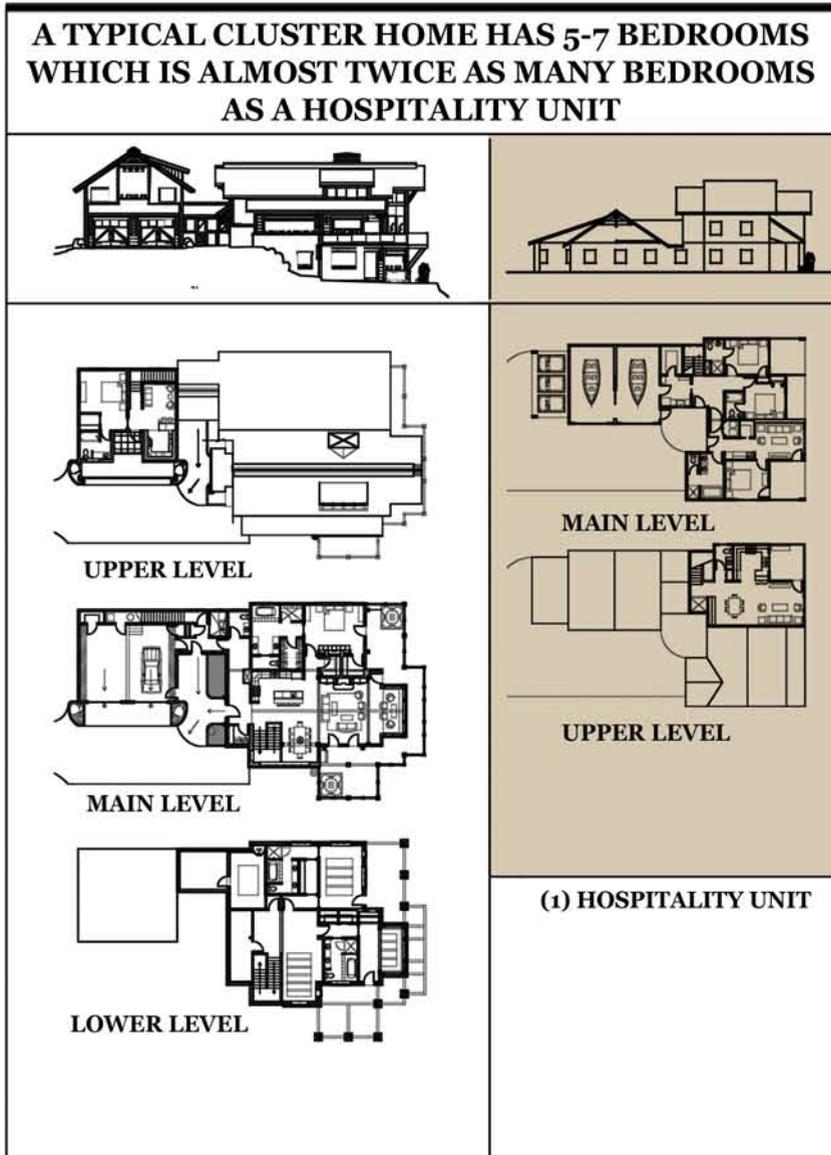
COMPARISON #1



(1) TYPICAL CLUSTER HOME

(1) HOSPITALITY UNIT

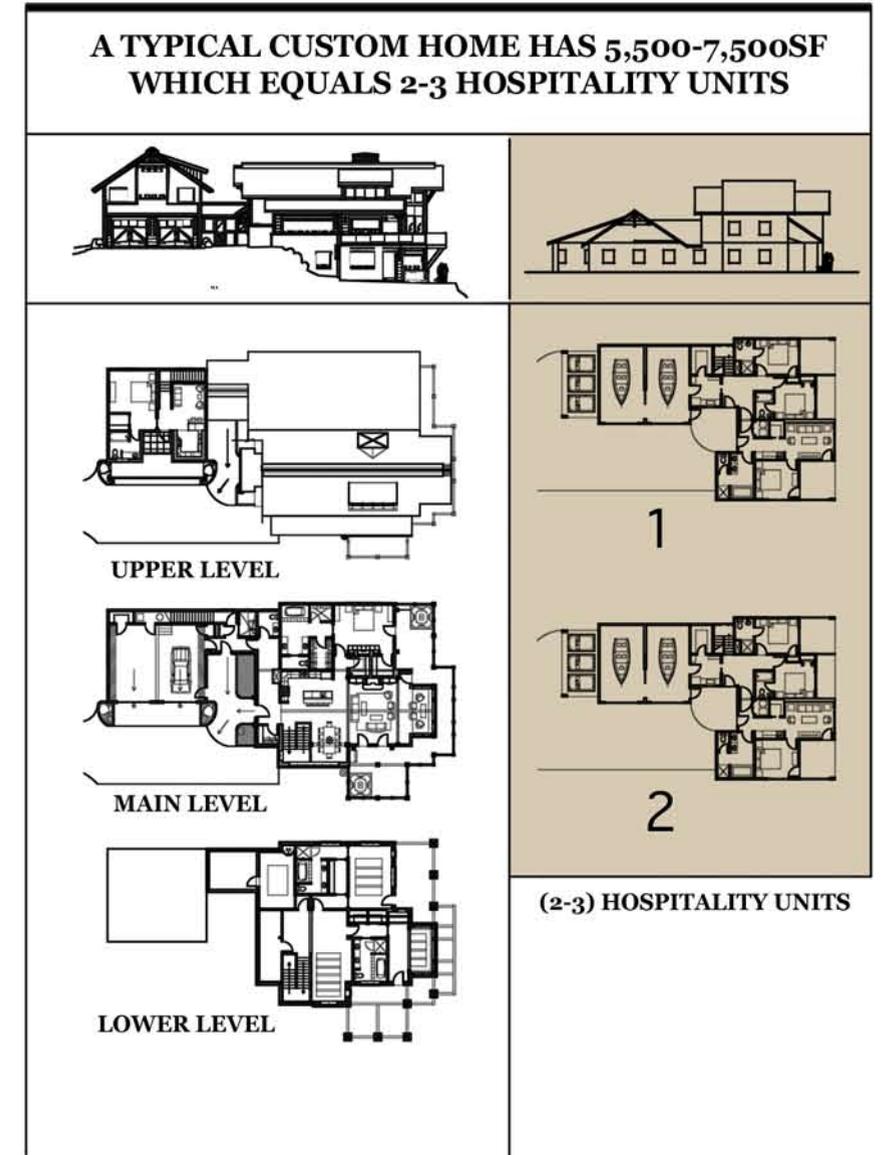
COMPARISON #2



(1) TYPICAL CLUSTER HOME

(1) HOSPITALITY UNIT

COMPARISON #3



(1) TYPICAL CLUSTER HOME

(2-3) HOSPITALITY UNITS



DIVISION II

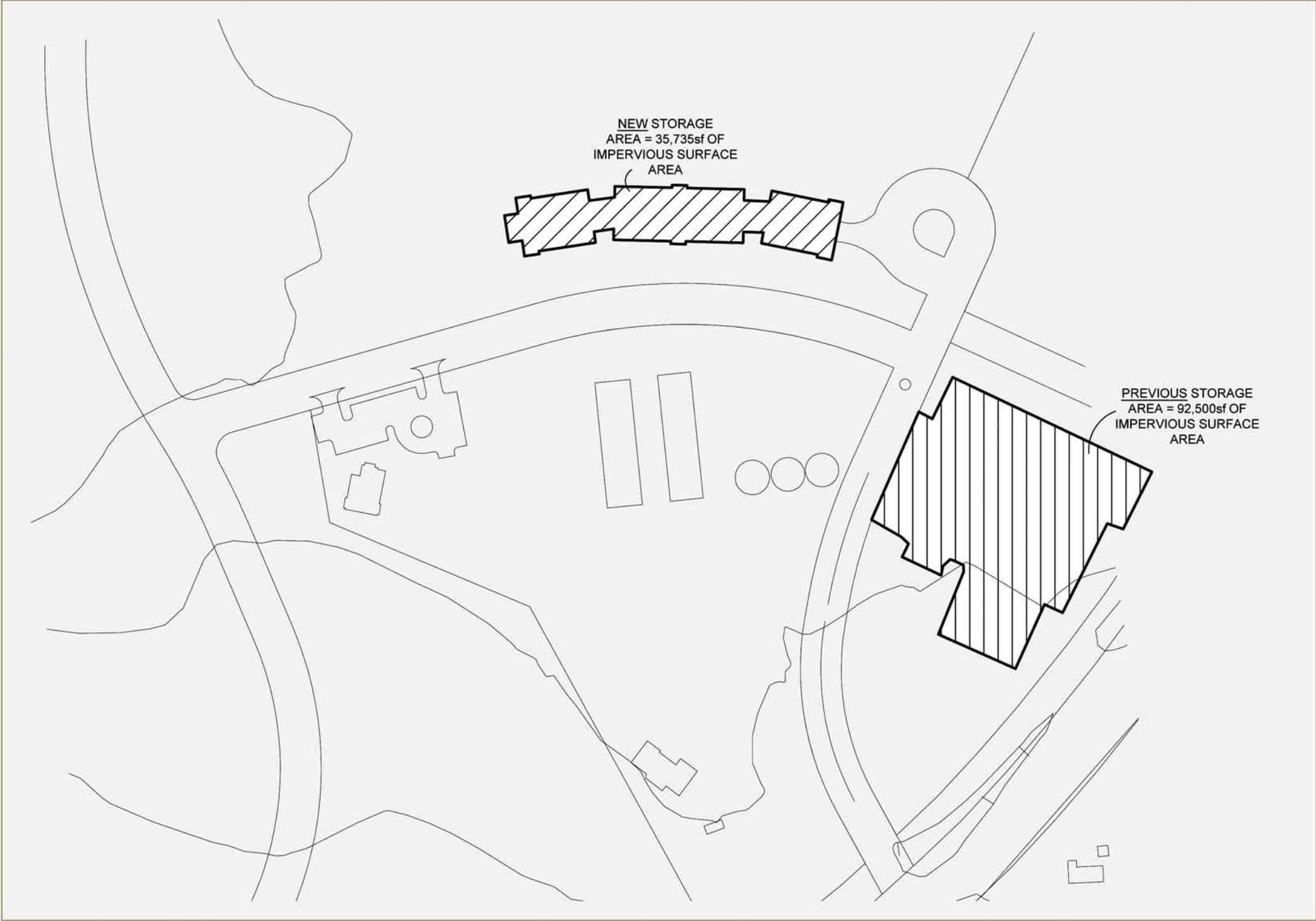
PREPARED FOR: DAVID CHOO
PREPARED BY: FOCUS ARCHITECTS

River Rim Div. 2 Storage Units Impervious Surface - nts



DIVISION II

PREPARED FOR: DAVID CHOO
PREPARED BY: FOCUS ARCHITECTS

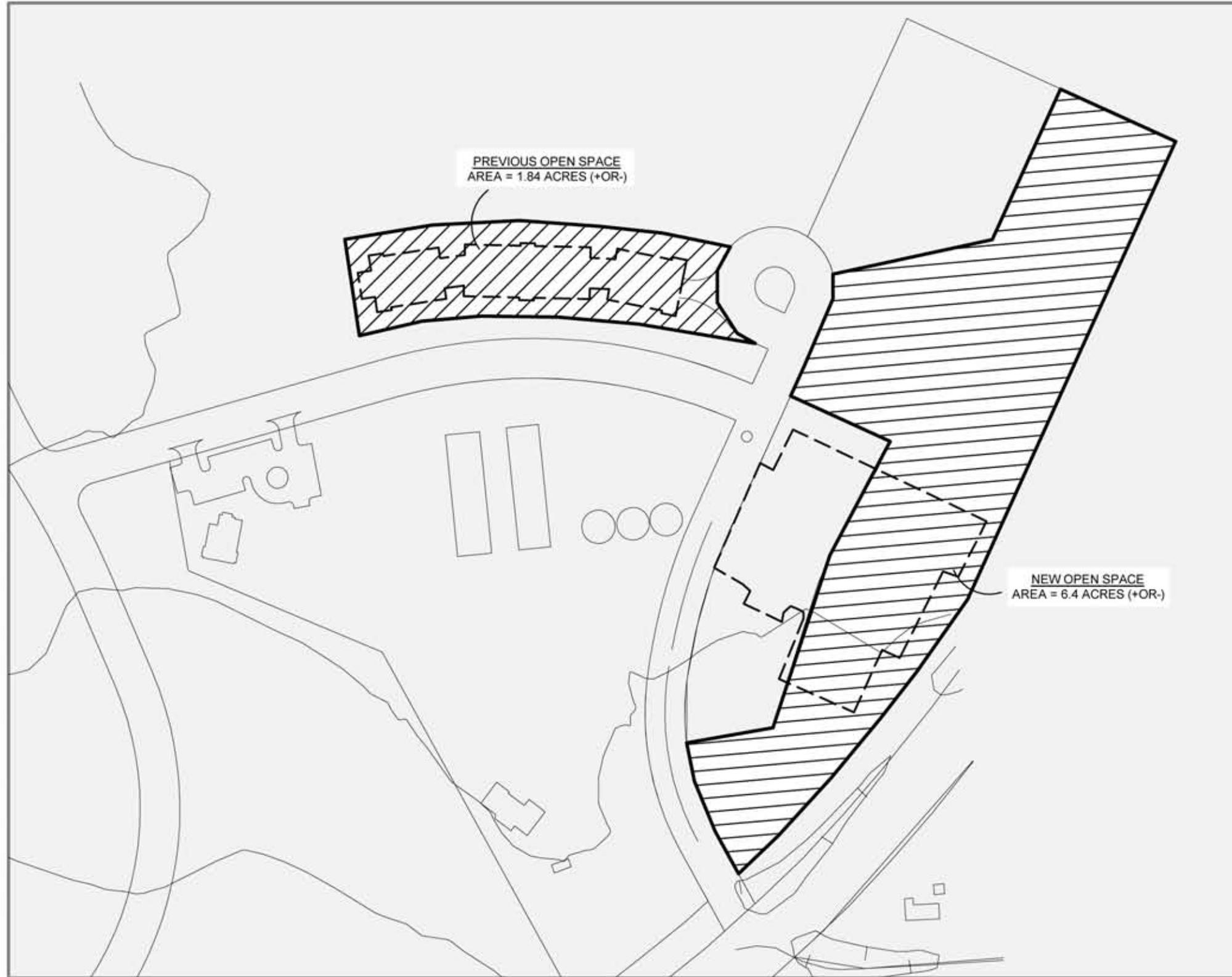


River Rim Div. 2
Open Space - nts



DIVISION II

PREPARED FOR: DAVID CHOO
PREPARED BY: FOCUS ARCHITECTS





River Rim Ranch Golf Course

Operations/Financial Summary

In 2016 there is no question that the business environment for golf is difficult to say the least. That said, there are examples all over the country of courses and clubs that are doing well financially. Although no 2 facilities are identical, there are proven strategies that can lead to financial results that make the business model more realistic. From our experience of being involved in over 100 projects of all types, we believe that River Rim Ranch possesses several of these advantages from its first day of operations.

One key operating advantage will be the fact that the main operations team will be involved in the construction and development of the course and amenities every step of the way. Everything we do during the planning and construction phase will have an eye toward operational efficiencies. This will range from the small things like making sure that every irrigation head is in the right place to larger items such as making sure that the club facilities are designed to intentionally need less people to operate in our slow seasons. This kind of forethought can truly be the key to the long term success of the entire facility.

We also have some major advantages in the actual 'format' of the club. Our positioning of being a resort course, as well as having a membership base, gives us tremendous operational advantages, especially in the early years of the club. Most truly 'private' clubs struggle financially until they are able to gain enough members to cover operating costs. Although our membership will start out small as well, the ability to augment the membership with local and resort play will be a huge advantage for River Rim Ranch. The quality and playability of the course will also make it very attractive to people from the region and around the country. While sometimes it is good to be the first course in a market, it can also be said that many times it is best to come into a market that already has quality, established courses. We believe that adding River Rim's course to the Valley's existing golf portfolio will help all of us. It is well known that golf travelers need several quality courses at their disposal in order to travel to an area specifically for golf. River Rim's course will be another great venue that will help attract avid golfers to our valley.

Probably the most important component of ensuring the financial success of the club is the fact that much of the ‘heavy lifting’ has already been done, not just on the course, but in the facilities themselves. From a course perspective, all of the major dirt work, the main irrigation pond, the irrigation pump station and the maintenance building are already in place. We also have an interim operations facility that is extremely efficient in nature because it will also house most of our key personnel. In theory, our main real estate sales team will also be able to double as operations help during our slower times. This is just one of many cost savings strategies that we will have at our disposal.

One last point, but a very important one, is the fact that much of our available real estate abuts or overlooks the golf course. Although the premiums commanded on the real estate sales side may not be as significant as they have been in the past, there is no question that the home sites on the course will command a premium compared to other locations within the development or region.

The following is a brief summary of a comprehensive business plan provided by OB Sports. Key assumptions include rounds comparable to local courses early in their history, average greens fees that are initially on the low end of the competitive set, and membership sales mostly related to real estate sales projections as well as capturing a percentage of River Rim’s existing property owners through an attractive initial offering. We believe that these financial goals are in line with like developments around the region and other like facilities we manage. We also have the advantage in our plan to have a significant resort component that will do nothing but help the long term financial success of the golf operations.

Financial Summary

Operating Forecast	Operating Year 1	Operating Year 2	Operating Year 3
Rounds	3500	5300	6750
Total Revenue	675,000	1,240,000	1,630,000
Total Expenses	1,365,000	1,440,000	1,480,000
Net from Operations	(690,000)	(200,000)	(150,000)
Membership Sales	1,170,000	950,000	675,000
NOI	480,000	750,000	525,000

June 3, 2016

Mr. Brett Potter
Focus Architects, Inc.
312 Accola Drive
Bozeman, MT 59715

Dear Brett,

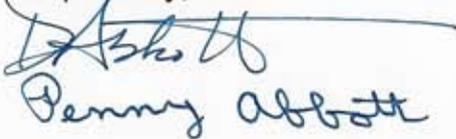
My wife, Penny, and I are homeowners in Division I of River Rim Ranch, Teton, ID. We were one of the first to purchase a lot, one of the first to build a home and the first to become full time residents at River Rim. We have now lived in our River Rim Ranch home for 7 years and we love it here.

We have reviewed the new proposal (which is currently under consideration by the Planning and Zoning Commission) for Division II at River Rim and would like you to add our names to your list of supporters. We are encouraged by the possibility of "resurrecting" Division II and bringing some life, jobs, economic development and excitement to the north end of the Teton Valley.

We view this proposal as a very reasonable and responsible solution to the past challenges at River Rim and the Teton Valley. We hope others share our view.

Best wishes for success with this endeavor. Please don't hesitate to let us know if we can be of further assistance.

Respectfully,

A handwritten signature in blue ink that reads "Penny Abbott". The signature is written in a cursive style with a long horizontal line extending to the right.

Dave and Penny Abbott
9685 River Rim Ranch Road
Teton, ID 83452

June 3, 2016

Mr. Brett Potter
Focus Architects
312 Accola Drive
Bozeman, MT 59715

Re: River Rim Ranch Division II Planned Unit Development

Dear Brett,

My wife and I have owned a cabin lot at River Rim Ranch Division I since 2007. We visit the Teton Valley throughout the seasons, enjoying recreational activities, natural beauty, many fine restaurants, and most importantly its citizens whom we have met, with lasting friendships made along the way. Our recent visit was especially satisfying. There was a spirit of renewal. Most everyone we spoke with was more upbeat and sincerely proud to call the Teton Valley their home. The Valley appears to be transforming as a diverse but inclusive community while sustaining and retaining its inherent splendor and wonder.

It was with interest that we learned about your plans for River Rim Ranch Division II. We support your efforts whole-heartedly. In fact, we view it as an improvement over the earlier model given its objective of creating and maintaining a sustainable community. We are especially appreciative of the drive towards creating a quality of life that emphasizes a healthy, safe environment with energy conserving practices.

Given your background and expertise, we suspect that much thought has been given as to how the amenities as a feature of the project will tie in with the surrounding agriculture and small town feel, while improving the surrounding land values. This project among all the other transformative features occurring in the Teton Valley will reverberate through the Teton Valley with recreational and commercial benefits while maintaining its unique character.

What we most appreciate is the opportunity to create a vibrant community with sustainable values that will be enjoyed by generations to come.

By including a revised Rim Ranch Division II, the Teton Valley will continue to retain its valued heritage while transforming in a socially meaningful way.

Oh and did I mention, that not having to drive 13 miles for a cup of coffee or a gallon of milk is a small but meaningful step in the right direction.

Respectfully,

Rick and Pat Katz
1141 Quince Avenue
Boulder, CO 80304



June 01, 2016

Planning and Zoning Commission of Teton County, Idaho
150 Courthouse Drive, Room 107
Driggs, Idaho 83422

I am an owner of 4 pieces of property at River Rim Ranch, Teton County, Idaho. In division I, I own one cabin overlooking the Teton River. 2. One undeveloped cabin lot. In division II, two undeveloped lots, 12 and 22.

My wife and I strongly support the development goals of Mr. Brett Potter, and would strongly recommend that the planning and zoning commissioners approve his recommendations. River Rim Ranch certainly has the best vistas of any development community in Teton County. In addition, the Teton River is right there. It is a very walkable community and has all the services to enjoy the outdoors. In my opinion, further development of River Rim Ranch would add to the real estate value of Teton County.

Thanks for your support,

Tom and Janet Reich

Mark Streit
130 Providence Oaks Circle
Milton, Georgia 30009

Mr. Brett Potter, LEED, AIA
Yellowstone Architects
Bozeman, MT 59715

Dear Mr Potter,

In response to your recent letter re: River Rim development efforts (golf course and amenities) in Teton, ID here is our opinion:

River Rim Ranch is the perfect place for an outdoor living/recreational community. With the natural beauty of the Teton Range as the backdrop, and the incredible weather in the Teton Valley, this “walkable” outdoor recreational proposal is a must. Having this infrastructure complete will only increase property values of the land, but will also increase interest in future property and home ownership. As property owners who bought property 5 years ago, we have been waiting patiently for someone to come along and move the development forward so that we may build.

Regards,

Mark and Laura Streit
770 855 8211

June 19, 2014

Teton County Commissioners
Teton County Courthouse
150 Courthouse Drive
Driggs, ID 83422

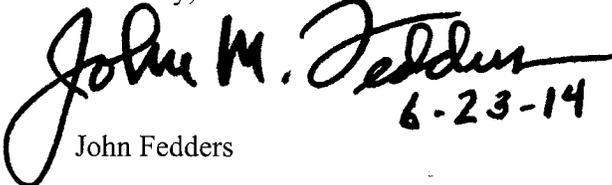
Dear Commissioners:

The purpose of this letter is to express the support of the lot owners listed below for certain additional incidental uses to be allowed on the commercial lots in Division II of River Rim Ranch P.U.D. The support of the lot owners listed below is limited to the following incidental uses:

1. Use of the building on Lot 8, Block 1 of Division II (commonly known as the Sales Office) as a lodge facility.
2. Sixteen (16) overnight stay units
3. A health club facility
4. An equestrian facility
5. A self-storage facility (provided that the self-storage facility is completely fenced in by a privacy fence at least six (6) feet tall, built in accordance with the current Design Guidelines and subject to the approval of the Committee for Design Review for Division II, which will ensure that the construction is harmonious with the existing development)
6. Real estate office
7. Property management office
8. Meeting conference space

Teton County Commissioners
June 19, 2014
Page 2

Approval of the foregoing additional incidental uses is supported by the Division I lot owners listed below. Thank you for your consideration.

Sincerely,

John Fedders
6-23-14

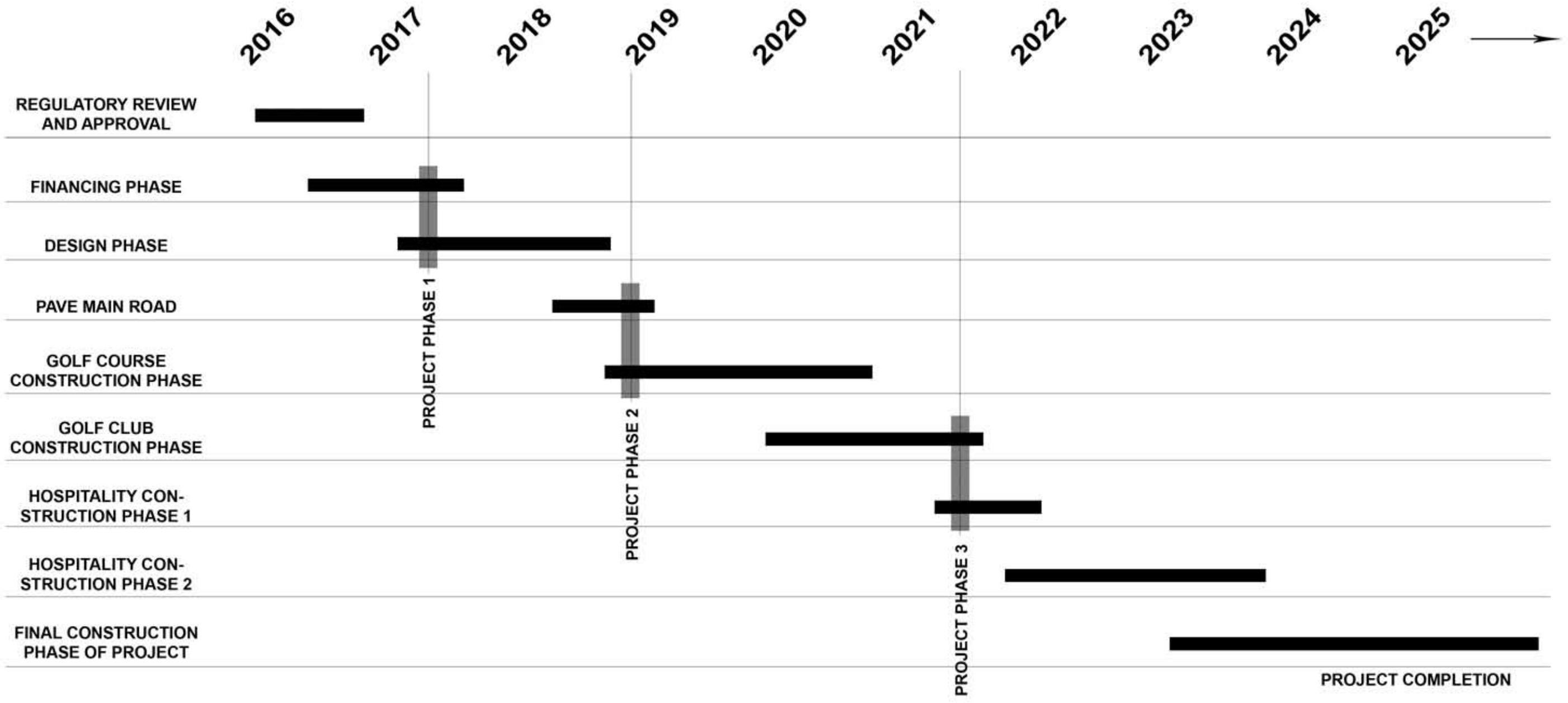
David Abbott

List of Division I owners who support the approval of the above-listed additional incidental uses:

JOHN FEDDERS
DAVID ABBOTT
PENELOPE ABBOTT
LINDSAY W. BREHM
KRISTY BREHM
LOUIS CARAVELLA
PATRICIA CARAVELLA
ROBERT BURKE
SHARON MOORE
DWAYNE MOORE
LANCE GUNDERSON
BERT O'NEAL
PATRICIA SAYLOR
ROGER SAYLOR
MIKE THORTON
NONA THORTON
TXM, INC.

Proposed Timeline

-Estimate only subject to revision



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

This Amended and Restated Development Agreement for River Rim Ranch Division II, Phase I, Planned Unit Development (this "Agreement") is made this ___ day of _____, 2016, by and between Teton County (the "County") and GBCI Other Real Estate LLC and 211 West Rim, LLC (the "Owner" which term shall include any successors and assigns of the Owner to the ownership of River Rim Ranch PUD) (collectively referred to herein as the "Parties").

STIPULATION OF FACTS

- A. This Agreement pertains to Division II of the River Rim Ranch Planned Unit Development ("River Rim") which was approved by the County and recognized as a master planned unit development.
- B. On July 27, 2006, a Development Agreement for Division II was made between West Rim LLC ("West Rim") as developer and the County. The Development Agreement was recorded on August 7, 2006, as Teton County Recorder's Instrument No. 179247.
- C. On or about June 30, 2009, the Owner acquired River Rim Ranch property (the "Project") from West Rim pursuant to a non-merger Warranty Deed in Lieu of Foreclosure recorded on July 14, 2009, as Teton County Recorder's Instrument No. 205788.
- D. The 2006 Development Agreement was amended by: (i) that certain Amendment to Recorded Development Agreement for the River Rim Ranch - Division II Planned Unit Development, dated November 18, 2011, recorded on December 13, 2011, as Teton County Recorder's Instrument No. 220042 (the "2011 Amendment"); (ii) that certain Administrative Amendment to Development Agreement for River Rim Ranch Division II Planned Unit Development, dated May 14, 2012, recorded on May 17, 2012, as Teton County Recorder's Instrument No. 222136 (the "Administrative Amendment"); by (iii) that certain Administrative Amendment to Development Agreement for River Rim Ranch Division II Planned Unit Development, dated November 13, 2012, recorded December 14, 2012, as Teton County Recorder's Instrument No. 225471 (the "Second Administrative Amendment"); and by (iv) that certain Amended and Restated Development Agreement for River Rim Ranch Division II Planned Unit Development, dated February 7, 2014, as Teton County's Recorder's Instrument No. 231392 (the "2014 Amendment"). Unless specifically indicated otherwise, the 2006 Development Agreement as amended by the 2011 Amendment, the Administrative Amendment, the Second Administrative Amendment, and the 2014 Amendment are collectively referred to herein as the "Prior Development Agreements."

- E. This Agreement shall supersede and replace the Prior Development Agreements solely as applicable to the changes made hereafter to the River Rim Ranch - Division II, Phase I, Planned Unit Development.

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

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

1. **Subdivision Description.** This Development Agreement pertains to and includes that property which is designated and identified as River Rim Ranch Division II (Div. II), Phase I (including Tracts C, D, E G and Block 6(south) with reinstated uses), as described in the Illustrative Master Plan attached as **Exhibit A and incorporated herein by reference.**
2. **Division II Phase I.** The Division II, Phase I, phases are amended and restated as more specifically described below and in the Exhibits attached hereto and incorporated herein by reference.
 - (a). Lot/Unit Redistribution and Reinstatement.

(1) The Lots/Units are restated as follows:

(A) Tract D. This tract will be converted from 45 chalet units to 41 hospitality suites and may be combined with Tract E to optimize site planning.

(B) Tract E. (Teton Rim Golf Village). This tract will be converted from 12 residential lots to 41 hospitality suites and may be combined with Tract D to optimize site planning. The additional 29 hospitality suites would be transferred from the following blocks/tracts:

SOURCE	DESCRIPTION	UNITS
BLOCK 1	Reinstatement of Bed and Breakfast Units	16
BLOCK 6 (South End)	Proposed Golf Driving Range Site and Open Space	6
TRACT D	Optimize Site Planning	4
TRACT G	Proposed Golf O&M Site	3
TOTALS		29

Tract E will feature a mixed use club village and incidental non-residential uses to serve the River Rim community and Golf Course including:

- Clubhouse/Golf Pro Shop/ Outdoor Recreation Shop
- Restaraunt/Bar/Lounge/ Indoor-Outdoor Dining

- Cart Barn/Storage/Multipurpose/Office
- Reception Center/Hospitality Check In/Property Management
- Multi-purpose pavilion/Plaza/Lawn commons
- Meeting Rooms / Conference Area
- Wedding Pavilion/BBQ/Community Activity
- Pool-Jacuzzi area/Tennis Courts/Fitness Center
- Community Center/Neighborhood Grocery Store/Coffee Shop/Post Office Service/Dry Cleaning/Office Space/Small outdoor retail shop (e.g., fishing, biking, golfing, etc.)

The incidental uses within the Golf Village (Tracts D and E combined) shall occupy a maximum of 3.5 acres.

Tract E may be combined with Tract D to optimize site planning

The hospitality suite on Tracts D and E shall have a maximum of two (2) bedrooms.

(C) Tract G. The Operation and Maintenance lot (“O&M lot”) will be converted from three (3) single family residential lots to lots used exclusively for the operation and maintenance of the golf course per the attached plats and those plats associated with this Agreement. Uses of the O&M lot shall include golf cart storage, equipment storage and repair shop, landscape material storage and other operations reasonably related to the operation and maintenance of the golf course. The three (3) single family lots shall be transferred to Tract E and converted to three (3) hospitality suites.

(D) Block 6 (south). Lots 28 through 34, total of six (6) single family lots, shall be transferred to Tract E and this area vacated and converted to golf course and open space. The six (6) single family lots shall be converted to six (6) hospitality suites.

(E) Tract C. This tract is platted for 62 individual chalet units. These units may be individually owned residential units or individually owned hospitality suites associated with the guest facilities on Tract E. The hospitality suites on Tract C shall have a maximum of four (4) bedrooms.

(F) West Rim Village (Block 1). Reinstatement of 16 of the 30 Bed and Breakfast Condominium Units, previously approved in the 2006 Development Agreement and associated plats, which units are to be transferred to Tract E and converted to hospitality suites.

The following additional “incidental uses” within Block 1 will include:

- Multi-purpose Meeting/Conference Space (within existing administration building)
- Outdoor lawn area to serve as wedding and special event venue with patios and decks
- General storage facility to serve the residents of River Rim only up to a maximum site area of two (2) acres.
- Interim general store facility, in existing administration building, to serve the residents of River Rim only and to be allowed until construction of a store at the Golf Village area
- Future Teton County Fire Station lot, maximum of two (2) acres.
- Wedding Pavilion
- Locker room, fitness/gym facilities

The incidental uses within the West Rim Village shall occupy a maximum of five (5) acres not including the Fire Department Lot 1A or the agricultural uses on Lot 7.

West Rim Village will also include optional employee housing, maximum of 12 units and a maximum total of 2,200 square feet per unit, maximum of two stories. The employee units are to be included only if specifically requested to be part of the River Rim PUD by Teton County.

- (b) **Hospitality Units.** Each hospitality suite or unit, as mentioned through this Agreement, shall consist of a two to four (2-4) bedroom unit with a dual-key configuration allowing each “key” to be managed as a separate part of the hospitality operation as two separate subunits or as one complete two to four (2-4) bedroom hospitality suite, however, each “key” will not be considered a legally divided lot. Further, each “key” may be managed for short-term rentals, including, but not limited to, overnight rentals.

The hospitality suites may be operated by one or more hotel/hospitality/resort operators or developers or management companies and individual units may be sold as timeshare or other forms of joint ownership. Each of the two “keys” in each of the hospitality suites may be rented to separate parties at any given night or other time period and may be advertised for hospitality accommodations on various marketing mediums including signs, the internet (including Airbnb and VRBO and other internet marketing platforms) and other forms of advertising.

- (c) **Exercise of Option to to construct golf course area (Tract J).** If and when the the Owner exercises its option to construct and reinstate the golf course area, pursuant to its option to do so as set forth in the 2014 Amendment, Owner will construct the golf course on open space Tract J (approximately 270 Acres) of Phase I in accordance with the following public benefits, provisions, and guarantees:
- 1) Owner will open the golf course to public play by residents of Teton County, Idaho. County residents shall be entitled to play a maximum of two rounds per year and shall receive a twenty five percent (25%) discount from the publish local greens fees. Such public play shall be limited to Tuesdays and Wednesdays of each week.
 - 2) Should the Owner exercise its option to construct the golf course pursuant to its right to do so under the 2014 Amendment, the entire 18 holes of the golf course shall be constructed, finished, and playable by 2023.
- (d) **Remaining Infrastructure (Division II Phase I).** The Owner shall be responsible for the completion of the following infrastructure items. Financial guarantees shall be required for the road paving. No financial guarantee shall be required for the future wastewater modules which will be paid for with tap fees.

Road Paving.

- 1) Loop Road. Asphalt paving of the Loop Road shall be completed by December 31, 2026, or when 30 residential building permits, or equivalent, are issued within River Rim, whichever is sooner.
- 2) Turning Lanes. Asphalt paving for the turning lanes on State Highway 33 (**main entrance**) shall be completed by either December 31, 2026; mandate of the Idaho Transportation Department; the issuance of 30 building permits in Division II Phase I; or when the Average Daily Traffic (ADT) exceeds 200 ADT, whichever is sooner.
- 3) The North - West entrance turning lanes will required prior to the occupancy of the 12 employee housing units.

Future Wastewater Modules

- 1) The previous requirements for the construction of future wastewater modules shall remain in effect.

- (e) **Financial guarantee.** The Owner will provide to the County an updated Financial guarantee in an amount equal to one hundred twenty-five

percent (125%) of the engineers estimated costs for construction of each of the remaining infrastructure items described in section (c) of this Agreement. No Financial guarantee will be required for the golf course construction. However, a Financial guarantee for the reclamation of the golf course, will stay in place in the event the golf course is not completed by *(timing / phasing plan pending – subject to allowable uses and formal application)*. The estimated costs, on a line item basis, and a description of the items excepted from coverage under the financial guarantee, is attached hereto as **Exhibit B and incorporated herein by reference**. The specific financial guarantee shall be provided at or before the recordation of the final plat amendment.

- (f) **County Acceptance of Completed Infrastructure.** The Owner may submit a request to the County for approval of completed infrastructure on a line-item basis as completions are accomplished. The Owner shall also provide documentation from an Idaho Registered Engineer certifying that the improvements have been completed in general compliance with the design. Upon the County's acceptance of the infrastructure, the County shall provide written acceptance of the completed infrastructure and release any financial guarantee, or portion thereof, for that specific infrastructure/line-item. The County shall retain for draw on the financial guarantee twenty-five percent (25%) of the amount of the original line item until acceptance of the entire phase associated with a specific infrastructure line item and the one year warranty period for the entire phase has expired, at which time said amount will be released from any financial guarantee to the Owner.
- (g) **Phasing Plan.** The proposed phasing plan for the completion of infrastructure as described in the preceding paragraphs is attached hereto as **Exhibit C, and incorporated herein by reference**.

3. **Expiration of Agreement and Reversion to "2014 Amendment"**. In the event the owner does not exercise the right to exercise the option to construct the golf course on or before July 1, 2021, this Agreement and associated plats shall expire, become null and void, and revert back to the 2014 Amendment (Instrument No. 231392) and associated plats.
4. **Guarantee of Improvements.** The Owner warrants that each completed improvement will operate in accordance with its intended use for one year from the date that the phase is accepted by the County.
5. **Building and Occupancy Permits.** Building permits and certificates of occupancy shall be issued by Teton County in accordance with the Phasing Plan attached as Exhibit C.
6. **Public Benefits.** The following public benefits shall be provided:

- (a) Golf course, guest accommodations and other related facilities shall be open for public use.
7. **Density.** The modifications to density by phase are amended as more specifically described in **Exhibit D** attached hereto.
8. **Inspection.** Representatives authorized by the County shall have the right to enter upon the property at any reasonable time to inspect and determine whether the Owner is in compliance with this Agreement. The Owner shall permit the County and its representatives to enter upon and inspect the property at any reasonable time.
9. **Final Inspection and Approval of Improvements.** The Owner shall notify the County when it believes any improvements have been fully and properly completed and shall request final inspection, approval, and acceptance of the improvements by the County. Upon approval the County shall give its written acceptance of the improvements.
10. **Default.** If the Owner defaults in or fails to fully perform any of its obligations in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the improvements required by the provisions of this Agreement and such default or failure shall continue for a period of thirty (30) days after written notice specifying the default is deposited in the United States mail addressed to the Owner, without being completely remedied, satisfied and discharged, the County shall have, and the Owner hereby grants to the County, in addition to all other rights afforded to the County in this Agreement and by law, the right, at the County's option, to complete the construction of the improvements or to correct such defect or deficiency. The County may draw on the financial guarantee pursuant to the specific terms of the Financial guarantee and this Agreement, that amount required to complete the improvements on a line-item basis. The County must commence the work within 365 days of drawing the funds from the Financial guarantee. Notwithstanding any provisions in the Financial guarantee or this Agreement, the Financial guarantee shall be automatically extended, renewed and remain binding on owner until such time as the improvements are completed and accepted by Teton County. The County may enforce any other remedy provided by law. These remedies are cumulative in nature. In addition, if the Owner is in breach of this Agreement, that is uncured after any applicable cure period, the most recently approved Master Plan may be vacated for all unplatted phases of the project (Phases II-VI) and all applicable subdivision and zoning regulations in effect at the time shall govern the future use of this land. Prior to the expiration of the time limitations above, and without causing a breach of this Agreement, the Owner may apply to vacate all or a portion of any platted phase or amend the design of the platted lots in accordance with applicable subdivision and zoning regulations.

11. **Liability and Indemnity of County.**

(a) **No Liability for County Approval.** The Owner acknowledges and agrees (1) that the County is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the County's issuance of any approvals or acceptances of the improvements or use of any portion of the improvements, and (2) that the County's issuance of any approvals or acceptances does not, and shall not, in any way be deemed to insure the Owner, or any of its successors, assigns, tenants, or licensees, or any third party, against damage or injury of any kind at any time.

(b) **Indemnification.** The Owner agrees to, and does hereby, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, and attorneys from any and all claims, costs and liability of every kind and nature that may be asserted at any time against any such parties for injury or damage received or sustained by any person or entity in connection with (1) the development, construction, maintenance or use of any portion of the improvements and, (2) the performance by the Owner of its obligations under this Agreement and all related Agreements. The Owner further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the improvements provided by this Agreement except where such suit is brought by the Owner. The Owner is not an agent or employee of the County. This indemnification does not extend to claims, costs and liability asserted by the Owner or any third person in the event the County fails in its duties and obligations to Owner or any third person as set forth in this Agreement or by law. The County acknowledges (accepts) that what has transpired before with respect to the previous Development Agreements for the River Rim subdivision, supplements and addendums and the various Delarations, amended declarations, other amendments and supplements are accepted by the County and that the County, in exchange for this indemnification from Owner, agrees that the subdivision as it is presently platted as exists is not in violation of, or is not consistent with, County law, statutes or its interpretation of all these various agreements, understanding and previous events that have taken place with the River Rim subdivision.

12. **No Waiver of Rights.** No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision nor will it be deemed to constitute a continued waiver unless expressly provided for; nor will the waiver of any such default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to perform any obligation under this Agreement will not constitute the approval of any wrongful act by the Owner or the acceptance of any improvement.

13. **Assignment.** It is expressly agreed that the Owner may assign this Agreement, in whole or in part, to any third party, without prior written consent of the County.

14. **Notices.** All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third day after being deposited in the United States mail, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below.

Unless notified otherwise, notices to the County shall be addressed to, and delivered at, the following address:

Teton County Commissioners
Attn: Planning Administrator
Teton County Courthouse
150 Courthouse Drive
Driggs, Idaho 83422

Unless notified otherwise, or notified subsequently by written notice by Owner, notices to the Owner shall be addressed to, and delivered at, the following address:

Don Chery
Executive Vice President and Chief Administrative Officer
Glacier Bancorp, Inc.
49 Commons Loop
Kallispel, Montana 59901

15. **Enforcement.** The parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement.

16. **Other Requirements.**

- (a) **Certificate of Occupancy.** Except as otherwise provided herein, building permits shall be issued in accordance with Exhibit C of the Phasing Plan. However, Certificates of Occupancy for residential units will not be issued by the County, until the applicable infrastructure is complete for each phase, or other arrangements have been made and agreed to in writing by the Owner and the County.
- (b) **Acknowledgment of Other Permitting Requirements.** The Owner acknowledges the requirement for approvals and permitting from the State Department of Environmental Quality (“DEQ”) for sewer and water improvements, District 7 for septic systems, Corp. of Engineers for Wetlands permitting, Idaho Department of

Transportation for Route 33 intersection upgrades; Idaho Department of Water Resources for wells and irrigation and other State or Federal requirements. DEQ approval is required prior to sewer and water improvements. Construction activities subject to these permitting requirements will not commence until permits are received and permit copies provided to the County Planning Office.

- (c) **Right to Farm Provision.** The Owner acknowledges the Right to Farm Act contained in Idaho Code Chapter 45, Sections 22-4501 through 22-4504 or as may be amended.
17. **Golf Course – Open Space Area (Tract J).** Should Owner exercise its option to construct the Golf Course – Open Space Area (Tract J), as shown on **Exhibit E**, it will be managed by the Owner, Property Owners Association, subassociations, club operations or the private owners to whom title to such area is conveyed.
18. **Teton Pipeline Association.** The Project falls within the jurisdiction of Teton Pipeline Association, Inc. (TPA), for surface irrigation water and the Owner will abide by the Bylaws, Operating Agreements, pro rata cost sharing provisions, and other mutual agreements within TPA jurisdiction. Shares of TPA stock or water rights pertaining to the River Rim Ranch property will be held as follows. The Property Owners Association or subassociations may hold TPA stock in common for lots and common areas that are subject to phased Final Subdivision Plats. The Property Owners Association, subassociations, or private property owners may hold TPA stock for open areas and farm/ranch areas and for areas that are not yet subject to a phased Final Subdivision Plat. Notwithstanding the foregoing, it is understood that, with respect to open areas and farm/ranch areas that are subject to a Final Subdivision Plat, the private owner of such parcel(s) may continue to hold TPA stock and exercise all rights associated therewith. A single “Water Master” for River Rim Ranch will be appointed to work with the Board of Directors of TPA.
19. **Public Improvements Provision.** The Owner shall be responsible for public improvements and shall not transfer initial construction obligations and the responsibility for completion of public improvements to the lot owners. Improvement District assessments, Owner’s Association assessments, sewer and water company or district assessments, etc., are not encumbered by this provision.
20. **Open Space Provisions.** The Golf Course – Open Space Area (Tract J), and all other Open Space associated with River Rim Ranch Divisions II, Phase I, as shown on **Exhibit E**. The Owner will maintain all open space free of noxious weeds, free of fire hazards or other nuisances under the administration of the POA. The Master Declaration of Protective Covenants, Conditions and Restrictions for River Rim Ranch and the amendments and supplements thereto set forth these provisions. There shall be no restriction placed on any such Open

Space which would prohibit the use of the Open Space for agricultural and/or farming purposes. These areas (including farm/ranch areas) will be managed by the Property Owners Association, subassociations, club operations, or the private owners to whom title to such areas is conveyed.

21. **Adjacent Neighbor Provisions.** Owner agrees to maintain a 200' separation from all building envelopes to adjacent property in Phases II-VI.
22. **Sharing of Development Costs.** The County has approved a Letter of Notification to the County, regarding Sharing of Development Costs (Teton County Subdivision Regulation Section 9-4-2 (G) as revised on May 12, 2011) submitted to the County which entitles the Owner to collect a pro-rata share of compensation for a portion of the costs of the public improvements required by the Teton County Subdivision Ordinance from adjacent property owners outside of River Rim.
23. **Filing.** The Owner may record this Agreement in the office of the Teton County Clerk and Recorder.
24. **Binding on Successors.** This Agreement shall be binding, inure to the benefit of, and be enforceable by the parties hereto, their respective successors and assigns and runs with the land.
25. **Entire Agreement.** This Agreement constitutes the entire understanding among the Parties hereto in connection with the subject matter, and except as otherwise provided herein, supersedes and replaces all prior negotiations, agreements, understandings, or representations whether oral or written. The terms of this Agreement may be modified only in writing, by the authorized signature of all of the Parties.
26. **Time is of the Essence.** Time is of the essence in the performance of all terms and provisions in this Agreement.
27. **Waiver of Claims.** Each of the Parties hereby waives and releases any and all claims or causes of action they have or may have against the other, and their respective officers, directors, employees, agents and attorneys, resulting from any claims or causes of action occurring prior to the execution of this Agreement.
28. **Statement of Fact.** The statements set forth in the Stipulation of Facts above are facts upon which the parties agree and are not to be construed as mere recitals. Said statements of fact are incorporated into this Agreement by reference as if set forth fully.
29. **Amendments.** All amendments to this Agreement shall be in writing and shall be approved by the Owner and the County.

30. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
31. **Authority to Execute.** The Parties hereby warrant and represent each to the other, without any limitation or qualification that (i) they are duly authorized and empowered to enter into and sign this Agreement; (ii) the persons executing this Agreement on behalf of the Parties are authorized to do so; and (iii) this Agreement is valid, binding and enforceable on the Parties in accordance with its terms.
32. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Idaho and jurisdiction and venue for any litigation of this Agreement shall be in the state or federal courts of the State of Idaho.
33. **Attorney Fees.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction.

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

[Signatures on next page]

BIG SKY WESTERN BANK

By: _____

Don Chery
Executive Vice President and
Chief Administrative Officer of
Glacier Bancorp, Inc., owner of
Big Sky Western Bank

STATE OF IDAHO)

County of _____)
:ss.

On this ____ day of _____, 2016, before me, a Notary Public, personally appeared Don Chery, known to me to be the person whose name is subscribed to the within instrument as the authorized representative of Glacier Bancorp, Inc., and acknowledged to me that he subscribed his name thereto as such.

(SEAL)

Notary Public for IDAHO
Residing at: _____
Commission expires: _____

BOARD OF COUNTY COMMISSIONERS
TETON COUNTY, IDAHO

By: _____
William Leake, Chairman

STATE OF IDAHO)
 :ss.
County of _____)

On this ____ day of _____, 2016, before me, a Notary Public, personally appeared William Leake, known to me to be the person whose name is subscribed to the within instrument as the Chairman of the Teton County Board of Commissioners, and acknowledged to me that she subscribed her name thereto as such.

(SEAL)

Notary Public for IDAHO
Residing at: _____
Commission expires: _____

EXHIBIT A: Illustrative Master Plan dated _____, prepared by Focus Architects

EXHIBIT B: Engineer's Estimate for Financial guarantee

EXHIBIT C: Phasing Plan

EXHIBIT D: Density Table by Phase

EXHIBIT E: Reinstated Golf Course – Open Space Area (Tract J) Plat

DRAFT