



River Rim Ranch PUD Division II, AMENDMENT NO. 7
NAME OF SUBDIVISION/PLANNED UNIT DEVELOPMENT

SUBDIVISION/PLANNED UNIT DEVELOPMENT AMENDMENT APPLICATION

Upon receipt of the required materials the planning staff shall stamp the application received and prepare a staff report. It is recommended that the Applicant review Title 9 of the Teton County Code prior to submittal. This Title along with application materials are located on the County website at www.tetoncountyidaho.gov. The planning staff is also available to discuss applications and answer questions prior to receiving an application.

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

SECTION I: PERSONAL AND PROPERTY RELATED DATA

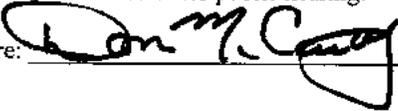
Owner: GBCI Other Real Estate, LLC; 211 West Rim, LLC
Applicant: same as above E-mail: david@hmvsf.com
(312) 239-0931 1549 Market St. Lower Level
Phone: (406) 751-7712 Mailing Address: 49 Commons Loop
City: Kalispell / San Francisco State: Mt. / Ca. Zip Code: 94102
Rendezvous
Engineering Firm: Engineering Contact Person: Bob Ablondi Phone: (307) 733-5252
Address: P.O. Box 4858; Jackson, Wy; 83001 E-mail: rtablondi@aol.com

Location and Zoning District: Block 1 Lots 2,3,4,6,8;
Block 6 Lots 29-34;
Address: multiple, see amended plat Parcel Number: Tracts D, E & G
Section: 8,9,16,17,20 Township: 6N Range: 44E Total Acreage: See plat map
Proposed Units/ Lots: See narrative Current Units/Lots: See narrative
Code Approved Under: Subdivision Regulations: 6/16/2013 revision date

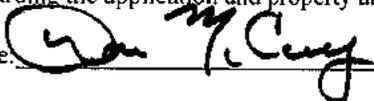
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|--|--|
| <input checked="" type="checkbox"/> FEES (pursuant to current fee schedule) (\$1700) | <input type="checkbox"/> Affidavit of Legal Interest |
| <input type="checkbox"/> Insignificant | <input type="checkbox"/> Engineer/Surveyor review cost |
| <input checked="" type="checkbox"/> Substantial Increase Scale/Impacts | <input type="checkbox"/> Taxes Current |
| <input type="checkbox"/> Substantial Decrease Scale/Impacts | |

Fees are non-refundable.

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

• Applicant Signature:  Date: 4/5/2016

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

• Owner Signature:  Date: 4/5/2016

SECTION II: ADMINISTRATOR DETERMINATION

The Planning Administrator has reviewed the amended plat and/or recorded documents and proposals in accordance with Teton County Subdivision Ordinances Title 9, Chapter 7. The Planning Administrator has determined the changes are:

() Insignificant: The application will be reviewed administratively and approved, approved with conditions or denied. The plat or recorded documents for a subdivision or Planned Unit Development, including the proposed changes, shall comply with all applicable criteria and standards of the county regulations, conditions of approval established in the previous approval, and the development agreement approved as part of the previous approval.

(X) Substantial Changes – Increase Scale, Impact: The application will be reviewed under any applicable current ordinances and a staff report prepared and sent to the Planning and Zoning Commission for preliminary review and noticed as a public hearing at their next available regularly scheduled meeting. Substantial changes will require amended CCR's and Development Agreement and may or may not require additional studies or application materials. After a hearing before the Planning and Zoning Commission, the Commission shall recommend to the Board of County Commissioners approval, approval with conditions or denial of the amended plat and/or recorded documents. A public hearing before the Board of County Commissioner for the final review will then be scheduled and the Board will approve, approve with conditions, or deny the amended plat and/or recorded documents.

() Substantial Changes – Decrease Scale, Impact: The application will be reviewed under the code of original approval and a staff report prepared and sent to the Planning and Zoning Commission for concept review and noticed as a public hearing at their next available regularly scheduled meeting. Substantial changes will require amended CCR's and Development Agreement. No additional studies or application fees will be required. After a hearing before the Planning and Zoning Commission, the Commission shall recommend to the Board of County Commissioners approval, approval with conditions or denial of the amended plat and/or recorded documents. A public hearing before the Board of County Commissioner for the final review will then be scheduled and the Board will approve, approve with conditions, or deny the amended plat and/or recorded documents.

SECTION III: ITEMS REQUIRED ON THE AMENDED PLAT OR IN AMENDED RECORDED DOCUMENTS

1. Narrative explaining the changes that are being proposed. See attached
2. Plat, if applicable, is labeled correctly as "Amended Final Plat". See attached
3. Recorded documents, if applicable, are labeled as "Amended"
3. Itemize briefly the amendments on the original plat and/or recorded documents and the amended plat and/or recorded documents.
4. The following items may also be required, as applicable:
 - Letter of Credit or Bond for financial guarantee of public improvements
 - Engineers cost of public improvements
 - Three (3) Sets of "Final Stamped" construction drawings for public improvements
 - Final approval letter from Eastern Idaho Public Health
 - Final approval letter from Teton County Fire District
 - Acceptance letter from city for sewer hookup from the providing community, if applicable

RIVER RIM RANCH DIVISION II PHASE I PUD **AMENDMENT NO. 7**
NARRATIVE TO ACCOMPANY AMENDED PLAT APPLICATION
April 5, 2016

1. PURPOSE. The primary purpose of this amendment is the re-introduction of the golf course amenity into the River Rim PUD with the ultimate goal of providing higher property values and more viable development that fulfills the intent of the original master plan. Features such as a club house/pro-shop, restaurant, spa and other resort services are also planned for re-introduction at the Golf Village area. In addition limited local convenience commercial uses such as a coffee shop, café, small grocery store, fly fishing shop are planned for the West Rim Village area at the north entrance to the project in this amendment.

Following the recession that began in 2008, developments like River Rim experienced significant financial impacts as sales and interest in resort properties plummeted nationwide. This led the execution of Plat Amendment No. 5 (recorded 2-7-2014 as instrument # 231394) which eliminated the golf course as a required financial commitment of the PUD. The 270 acre open space lot planned for the 18-hole golf course was however reclaimed and the major golf course grading left intact. Infrastructure including the extensive irrigation pump station storage pond and pump station and transmission lines that convey water from the Teton River to the Division II Phase I were also left fully operational.

To make these proposed changes economically feasible, this amendment also proposes to incorporate high quality privately owned two-bedroom hospitality suites into Golf Village Tract E and adjacent Tract D. These units would be available for long and short term rental and cater to prospective golfers who would in turn be able to provide the necessary financial resources to operate the River Rim course. With an excess of undeveloped single family lots surrounding a large open space tract, there is limited potential for sufficient development activity in the near term to support a golf operation. In contrast the hospitality units, which would be designed as a destination resort to attract outside guests to visit River Rim and Teton Valley with the amenity package described, could provide the impetus much more quickly.

2. PROJECT VISION. The vision for this proposed amendment is best described in the March 2016 worksheet drawings prepared by Focus Architects for the Golf Village area and West Rim Community Center, Exhibit A and B to this plat amendment. These drawings show conceptually the types of development that would be incorporated into the project. Additional descriptions of the facilities project vision are also provided in the March 3, 2016 memo from Brett Potter to Jason Boal.

As noted in these concept drawings and descriptions, the overall non-residential component has been scaled back significantly from the original approved PUD from 2007. The objectives are to make the project a better fit with the rural landscape, encourage more environmentally friendly development, and build a small, attractive, outdoor-oriented community while keeping the end product financially viable.

Details regarding the specific structures, sizes, allowed uses, and timing for construction will be further refined as this amendment process unfolds. What is most critical at this time is the solicitation of feedback from the Teton County regarding these changes to determine if the proposed vision and concept are feasible and acceptable.

3. SPECIFIC PLAT CHANGES. As noted in the summary table below, changes are proposed to five (5) specific areas of the current record plat to accomplish the objectives of this amendment. As noted, most of these changes actually involve the re-introduction of components that were part of the original 2007 PUD before the golf course requirement was eliminated in Amendment No. 5.

TABLE 1. PLAT AMMENDMENT NO. 7 LEGEND	
A.	Modify Block 1 Lots 2, 3, 4, 6, 8 to allow for 12 employee housing units and incidental uses described in the amended development agreement.
B.	Eliminate Block 6 Lots 29-34 in exchange for use as golf practice area and open space, Tract J.
C.	Eliminate Tract G lots 26-28 in exchange for use as golf operations and maintenance area.
D.	Modify Tract D cluster cabins to allow for use of hospitality suites in combination with Tract E.
E.	Eliminate Tract E Lots 1-12 in exchange for use as hospitality suites and miscellaneous golf resort uses in combination with Tract D.
Note: See amended River Rim Ranch development agreement for descriptions of incidental uses, golf resort uses and for the specific numbers of units permitted.	

In terms of units and density, the principal changes proposed with this plan are:

- 1) The re-introduction of 30 bed and breakfast units previously planned for the West Rim Village area to be placed in this plan within the Golf Village area; and
- 2) The inclusion of 12 employee housing units within the West Rim Village area, Block 1.

The bed and breakfast units have been moved to the Golf Village area to help centralize the visitor activities in a less visible area and location more compatible with guest services. Plus the additional units are important to making the hospitality suite concept viable in terms of the minimum recommended size and scale of operation. The original PUD had these 30 units included with the West Rim Village which were to be allowed with the golf course construction.

The employee housing units are a new addition that responds to current issues facing Teton County and this region concerning the lack of affordable workforce housing. The units are shown schematically on these plans and would be incorporated into the West Rim Village community area and provide additional vitality to this portion of the development.

Table 2 details the specific changes being proposed, comparing densities associated with the two prior amendments. With the lots being eliminated in Block 6, Tract E and Tract G, there is a net increase of 42 units which as described are the 30 bed and breakfast units and the 12 employee units, resulting in a total unit count for Division II Phase I of 349. Even with these additions, it is important to note that this is a net increase from Amendment 4 when the golf course was a part of the plan of nine (9) units.

It should be also noted that only Phase I of Division II will change with this amendment. All other phases will remain as shown on the River Rim Master Plan document, instrument # 231393.

Also there will be an amended development agreement to accompany this amended plat application, similar to the amendment required with Plat Amendment No. 5. The county attorney has requested for the sake of clarity that the amended development agreement be a standalone document. The initial drafts however will focus on the proposed changes. A draft amended development agreement appears as Exhibit I.

4. INCIDENTAL USE CALCULATION. The current Teton County Subdivision regulations indicate that the primary land use of PUDs is for residential. As described in Title 9-5-3 (C):

“PERMITTED LAND USES: The primary land use in a Planned Community PUD is residential. Non-residential uses may be included provided that the land area of the lots on which they are located does not exceed two (2) percent of the developed land area (excluding required open space) of the PUD.”

Consequently an updated incidental use calculation was prepared for this amendment. Based upon pre-application meetings with the county planner and county attorney, the non-residential components associated with this plan would include uses such as the clubhouse, pro-shop, spa, restaurant, fitness center, etc. in the Golf Village, all typical uses associated with similar resort developments. Also the administration building, multi-purpose commercial building, recreation center and storage units would also be incidental non-residential uses subject to the 2 percent restriction. These uses are also seen as typical for a larger PUD and primarily serve local needs, building upon the golf and fishing theme that has been associated with River Rim since its inception.

Table 3 represents an updated block by block calculation of the “developed” land area within Phase I. In this calculation we have also identified developed land associated with roads and road easements, including County Road 9400 West, and easements associated with the main irrigation pump station. These latter examples are located on an open space lots but could be created as separate lots if required for this analysis. They have been left as easements for simplicity and flexibility as the open space areas

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

INCIDENTIAL USE SUMMARY (See Table 3 for details)		
DESCRIPTION	ACREAGE	PER CENT
Total River Rim, Div. II Phase I	1,464.15	100%
Open Space Portion	956.42	65.3%
Developed Portion by Lot or Easement	507.73	34.7%
Maximum allowable Incidental Use, Div. II Phase I	10.15	2% (of development area)

Based upon the current concept plan, about 3.32 acres of incidental use area have been identified for the Golf Village area and 5.98 acres within the West Rim area for a total of about 9.30 acres. The areas of incidental use included in these calculations appear in Exhibits C and D. Because the current buildings and site plans are conceptual and subject to change as the plan is refined, it is suggested that a note be added to the plat that the final incidental use area not exceed 10.15 acres within both village locations combined.

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

4. INFRASTRUCTURE. As noted in earlier project descriptions, River Rim invested more than 30 million dollars in infrastructure prior to the 2008 recession. This included potable water supply and distribution, fire suppression and irrigation water supply and distribution, sewerage collection and treatment, power and communications and road and site preparation. Since this time the current owner, GBCI Other Real Estate, LLC, has worked extensively with the various agencies to secure final permits and approvals for all of these improvements. In addition the owners have also completed additional infrastructure work and now have a majority (about 55%) of their current \$ 3.8 million obligation associated with the Amended Development Permit (instrument # 231392) completed. The largest remaining item is the paving of the main subdivision roads which will not be required until local traffic exceeds 200 trips per day.

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

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

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

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

Attached with this plat amendment is an update to the traffic analysis previously done for Teton County in November of 2013. This update recalculates traffic estimates based upon the changes proposed in the five areas described. Compared to the 2013 analysis, total traffic increases by about 4.7% from an estimated buildout number of 3,292 ADT with the previous plan to 3,455 ADT with the current plan.

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

Summary. Based upon the infrastructure in place and letters of credit currently held by Teton County no new engineering drawings or cost estimates are anticipated for this amendment.

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

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

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

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

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

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

DESCRIPTION	COPIES	FORMAT	EXHIBIT
Amendment Application with filing fee	1	8-1/2 by 11	
Narrative describing plat amendment	15	8-1/2 by 11	
Concept Worksheet for Golf Village	15	11 by 17	A
Concept Worksheet for West Rim Village	15	11 by 17	B
Memo to County Planner discussing project Vision	15	8-1/2 by 11	C
Plat Amendment No. 7, draft	15	11 by 17	D
River Rim Master Plan Amendment, draft	15	11 by 17	E
Golf Village Incidental Use Exhibit	15	11 by 17	F
West Rim Village Incidental Use Exhibit	15	11 by 17	G
Updated Traffic Memo – stand alone	15	8-1/2 by 11	H
Updated Traffic Memo	3	8-1/2 by 11	H
2013 Traffic Memo	3	8-1/2 by 11	Included with H
ITD Access Permits for River Rim Div.II Phase I	3	8-1/2 by 11	Included with H
Draft Development Agreement Changes	15	8-1/2 by 11	I
DVD with PDF files of all documents	1	DVD	

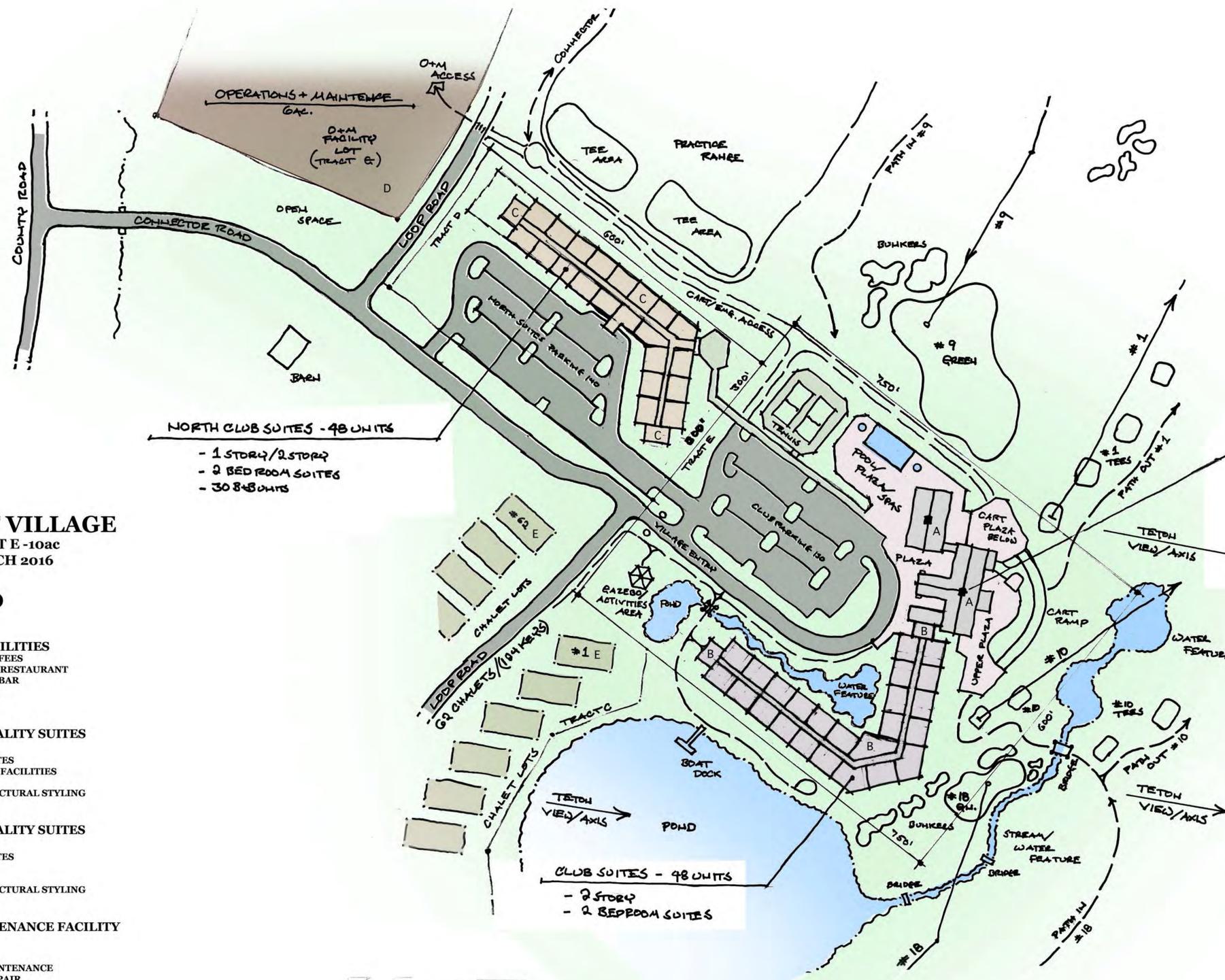


DIVISION II

PREPARED FOR: DAVID CHOO
PREPARED BY: FOCUS ARCHITECTS

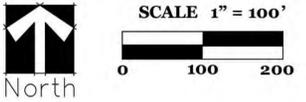


GOLF CLUB & PROSHOP CONCEPT RENDERING - NTS



NORTH CLUB SUITES - 48 UNITS
 - 1 STORY/2 STORY
 - 2 BED ROOM SUITES
 - 30 845 UNITS

CENTRAL CLUB FACILITIES
 - LOBBY/CHECK IN
 - RESTAURANT/LOUNGE/PLAZA
 - OFFICE/ADMIN./PROPERTY MGMT.
 - MEETING/CONFERENCE
 - PRO SHOP/CART STORAGE/
 - FITNESS/SPA
 - POOL PLAZA
 - TENNIS



RIVER RIM GOLF VILLAGE

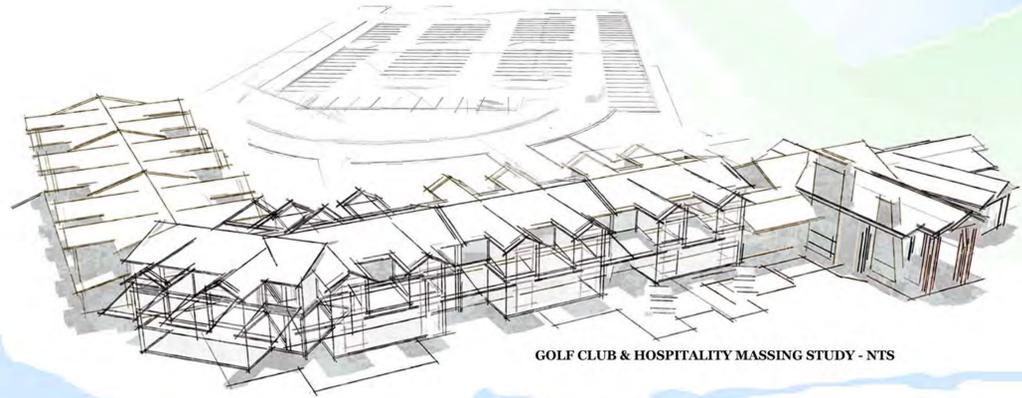
TRACT D - 4ac / TRACT E - 10ac
WORKSHEET - MARCH 2016

LEGEND

- A** CENTRAL GOLF CLUB FACILITIES
 1. PRO SHOP / RENTAL / GREENS FEES
 2. CHECK-IN / MEETING ROOMS / RESTAURANT
 3. INDOOR & OUTDOOR DINING / BAR
 4. SPA / POOL / FITNESS / TENNIS
- B** SOUTH CLUB - 48 HOSPITALITY SUITES
 1. 2 BEDROOM HOSPITALITY SUITES
 2. DIRECT CONNECTION TO CLUB FACILITIES
 3. 2 STORY MAXIMUM
 4. IDAHO VERNACULAR ARCHITECTURAL STYLING
- C** NORTH CLUB - 48 HOSPITALITY SUITES
 1. 2 BEDROOM HOSPITALITY SUITES
 2. COMMON ACCESS
 3. 2 STORY MAXIMUM
 4. IDAHO VERNACULAR ARCHITECTURAL STYLING
- D** OPERATIONS AND MAINTENANCE FACILITY (TRACT G - 6ac.)
 1. GOLF CART STORAGE AND MAINTENANCE
 2. EQUIPMENT STORAGE AND REPAIR
 3. LANDSCAPE MATERIAL STORAGE
- E** 62 CHALET LOTS - EXISTING
 1. 2 HOSPITALITY SUITES PER UNIT



TYP. HOSPITALITY SUITE CONCEPT - NTS



GOLF CLUB & HOSPITALITY MASSING STUDY - NTS



GOLF CLUB & HOSPITALITY CONCEPT SKETCH - NTS



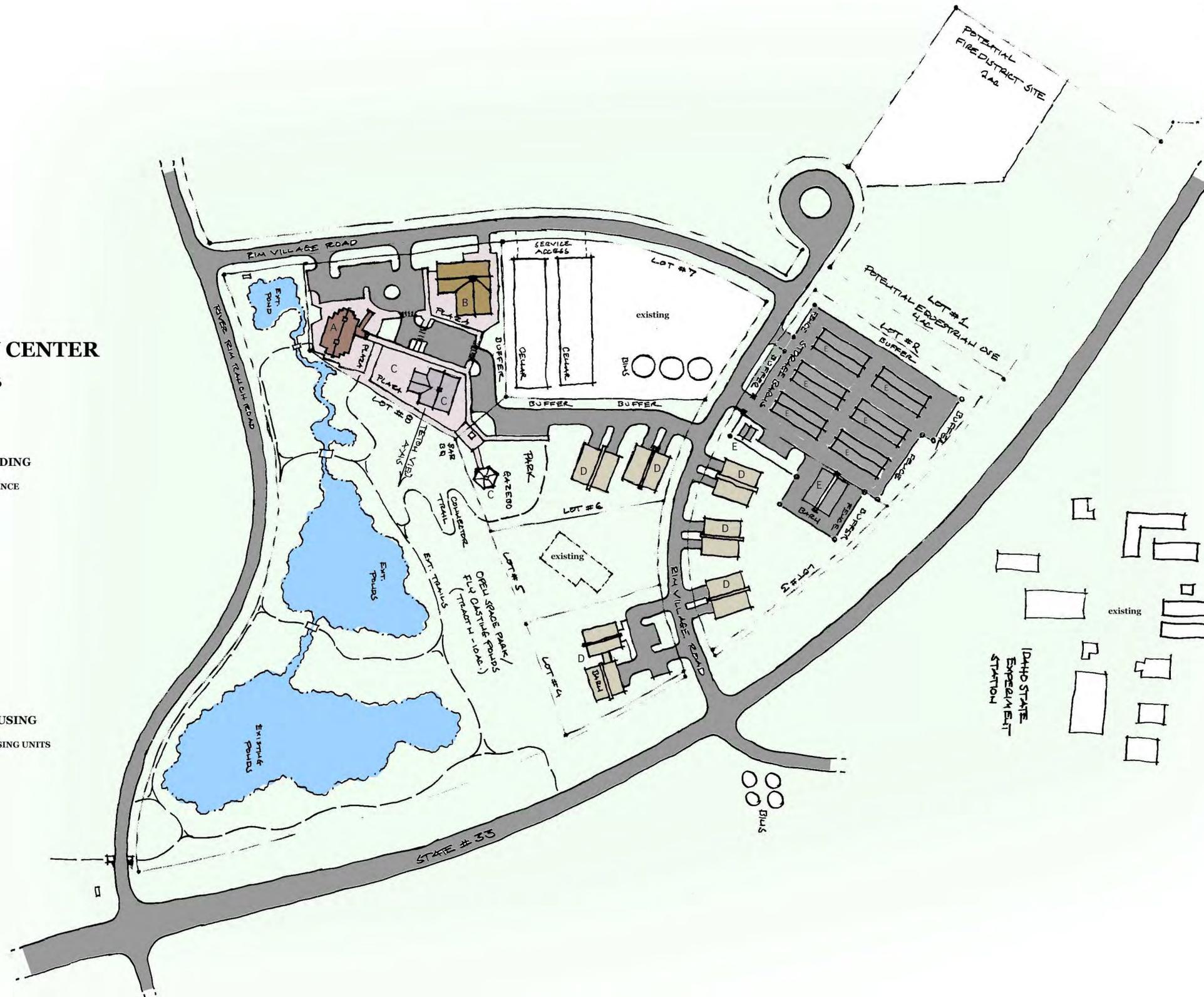
DIVISION II

PREPARED FOR: DAVID CHOO
 PREPARED BY: FOCUS ARCHITECTS

RIVER RIM COMMUNITY CENTER LOTS 2, 3, 4, 6, 8 WORKSHEET - MARCH 2016

LEGEND

- A** EXISTING HEADQUARTERS BUILDING
 - 1. SALES / MARKETING / ADMIN. / CONFERENCE
 - 2. OFFICE / CONFERENCE / RENTALS
 - 3. GARDEN LEVEL / SPA-FITNESS
- B** SUPPORT CENTER
 - 1. POSTAL / GIFTSHOP
 - 2. GROCERY / ESSENTIALS
 - 3. COFFEE SHOP / CAFE
 - 4. DRY CLEANERS / FLY FISHING
- C** RECREATIONAL CENTER
 - 1. PAVILION / MULTI PURPOSE
 - 2. POOL / SPA (POTENTIAL)
 - 3. PATIOS / DECKS
 - 4. WEDDING / EVENTS / BBQ / PARK
- D** 12 EMPLOYEE / WORK FORCE HOUSING
 - 1. SINGLE AND 2-STORY WORK FORCE HOUSING UNITS
- E** STORAGE FACILITIES
 - 1. 10'X20' STORAGE UNITS
 - 2. 20'X40' STORAGE BARNs



Jason Boal - Planning Administrator,

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

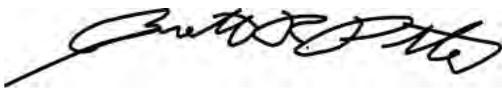
1. A new River Rim Ranch PUD Master Plan with a detailed list of proposed entitlements.
2. A new detailed golf club village site plan with proposed building concepts.
3. A new detailed entry village site plan with "small scale" community support functions.

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

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

Thank you again for the opportunity to discuss this new vision for River Rim Ranch and feel free to contact myself at (406) 579-8450 with any questions.

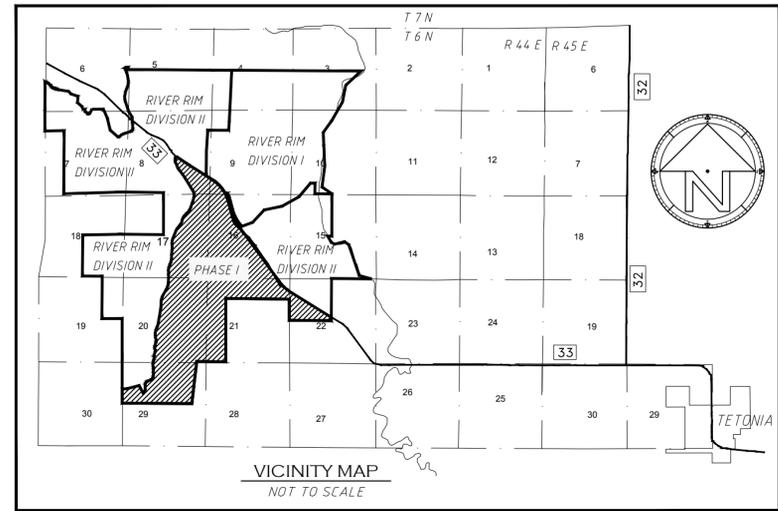
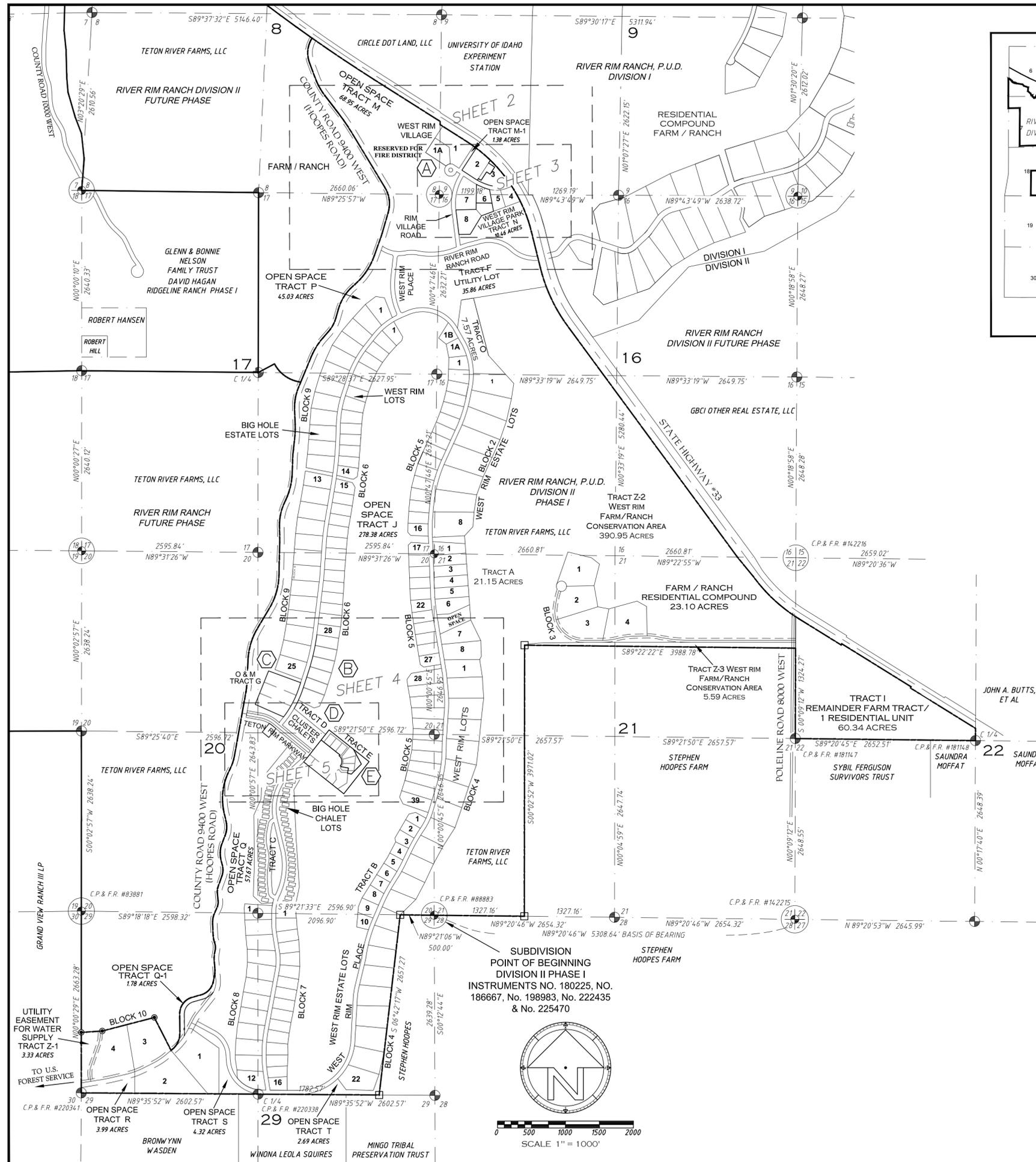
Sincerely



Brett R. Potter, AIA LEED AP
Principal
FOCUS Architects

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www.focusarchitects.com



- AMENDMENT NO. 7 LEGEND**
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 - (D) Modify Tract C cluster cabins to allow for use of hospitality suites in combination with Tract E.
 - (E) Eliminate Tract E Lots 1-12 in exchange for use as hospitality suites and miscellaneous golf resort uses in combination with Tract C.
- Note: See amended River Rim Ranch development agreement for descriptions of incidental uses, golf resort uses and for the specific numbers of units permitted.

- LEGEND**
- Section Corner as shown on previous Plats
 - Other PLSS Corner as shown on previous Plats
 - Corner as shown on previous Plats
 - Lot/Road point-nothing set this survey
 - Corner set - rebar and aluminum cap marked "KML 7012"
 - Lot corner not set: monuments to be set within one year of recording date.
 - Corner Found - AW Engineering Alum. Cap
 - Easement centerline point-nothing set
 - Dimension as shown on previous Plat-Instr. #186667
 - Division II, Phase 1 Boundary line
 - Right-of-Way/Easement line
 - Section lines

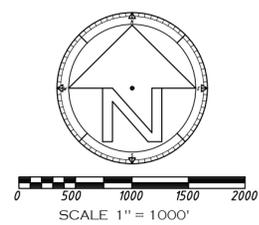
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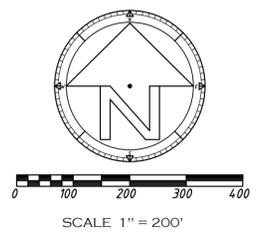
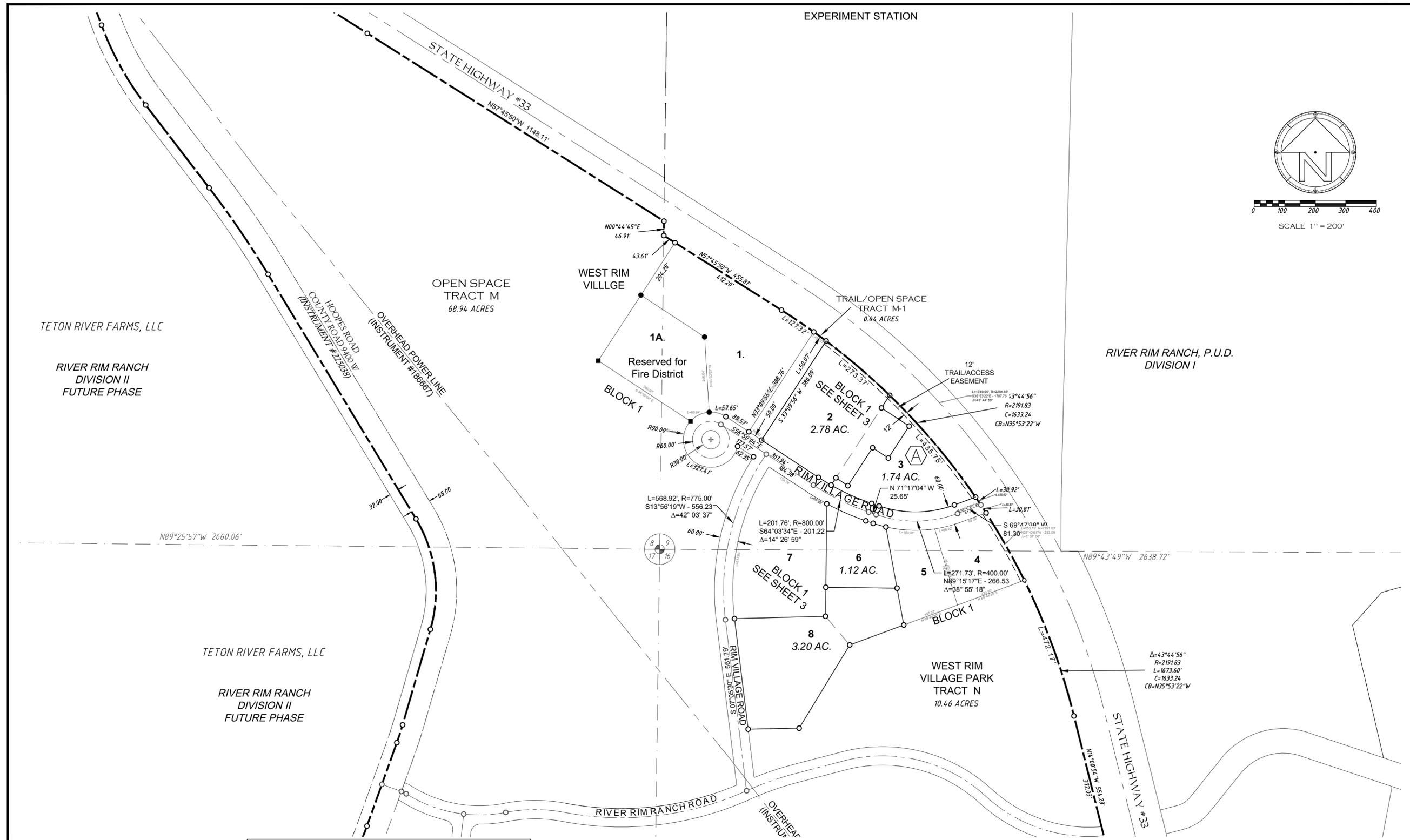
EXHIBIT D

**RIVER RIM RANCH P.U.D.
AMENDMENT NO. 7
DIVISION II PHASE I
TO INSTRUMENTS #186667, #198983,
#222435, #225470 AND #231394
LOCATED IN SECTIONS 4-10, 15-22 and 29; T6N; R44E B.M.,
TETON COUNTY, IDAHO**

<p>RENDZVOUS ENGINEERING, P.C. P.O. BOX 4858 JACKSON, WYOMING 83001 25 SOUTH GROS VENTRE STREET PHONE - 307.733.5252 FAX - 307.733.2334</p>	Project No.: 15-037
	Prepared By: KML, JKC
	Date Prepared: 4/04/2016
	Rev. Date:

SHEET 1 OF 6





AMENDMENT NO. 7 LEGEND

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Note: See amended River Rim Ranch development agreement for descriptions of incidental uses, golf resort uses and for the specific numbers of units permitted.

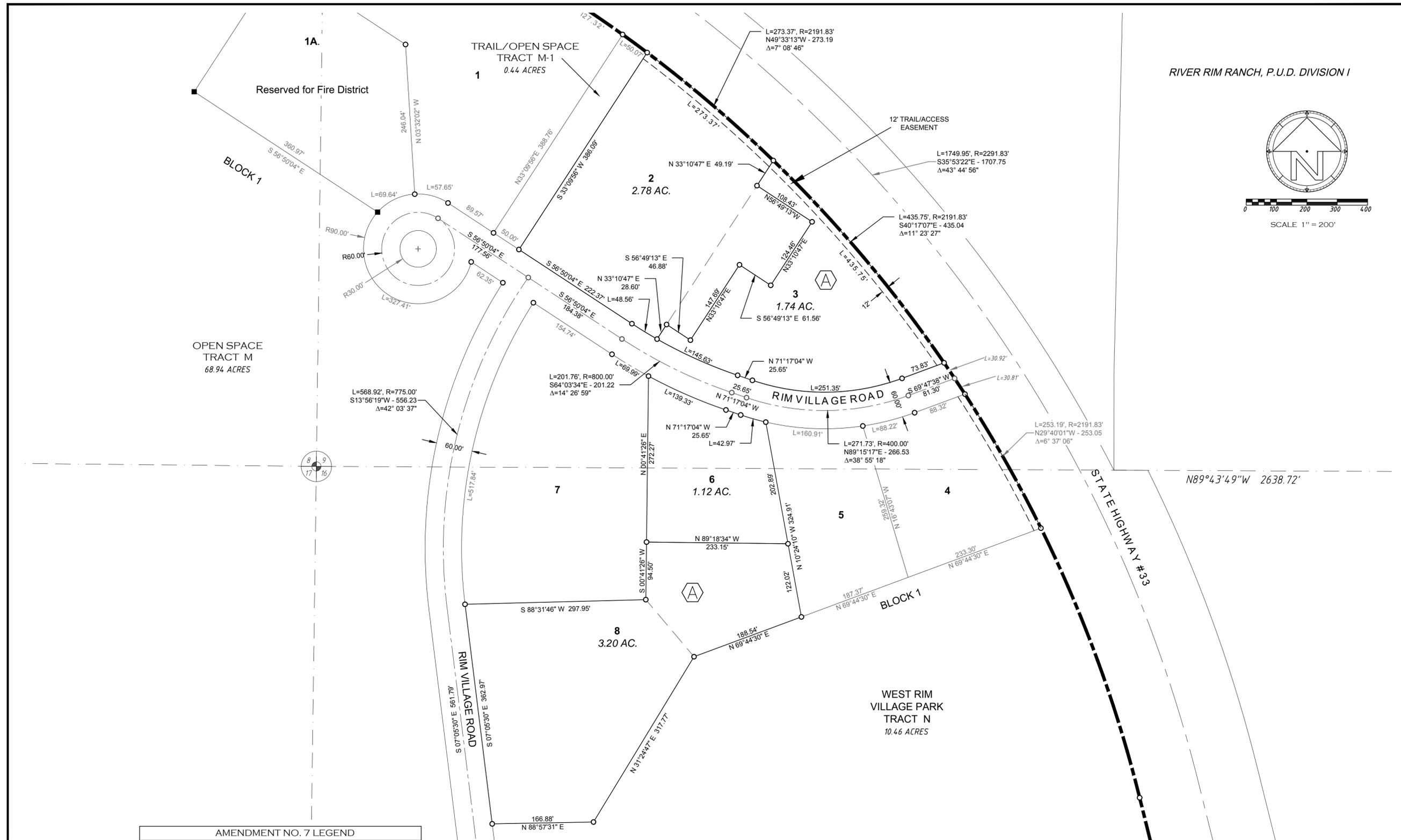
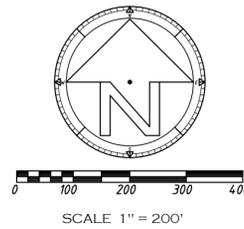
LEGEND

	Section Corner as shown on previous Plats
	Other PLSS Corner as shown on previous Plats
	Corner as shown on previous Plats
	Lot/Road point-nothing set this survey
	Corner set - rebar and aluminum cap marked "KML 7012"
	Lot corner not set: monuments to be set within one year of recording date.
	Corner Found - AW Engineering Alum. Cap
	Easement centerline point-nothing set
	Dimension as shown on previous Plat-Instr. #186667
	Division II, Phase 1 Boundary line
	Right-of-Way/Easement line
	Section lines

**RIVER RIM RANCH P.U.D.
AMENDMENT NO. 7
DIVISION II PHASE I
TO INSTRUMENTS # 186667, #198983,
#222435, #225470 AND #231394
LOCATED IN SECTIONS 4-10, 15-22 and 29; T6N; R44E B.M.,
TETON COUNTY, IDAHO**

<p>RENDEZVOUS ENGINEERING, P.C. P.O. BOX 4858 JACKSON, WYOMING 83001 25 SOUTH GROS VENTRE STREET PHONE - 307.733.5252 FAX - 307.733.2334</p>	Project No.: 15-037
	Prepared By: KML, JKC
	Date Prepared: 4/04/2016
	Rev. Date:

SHEET 2 OF 6



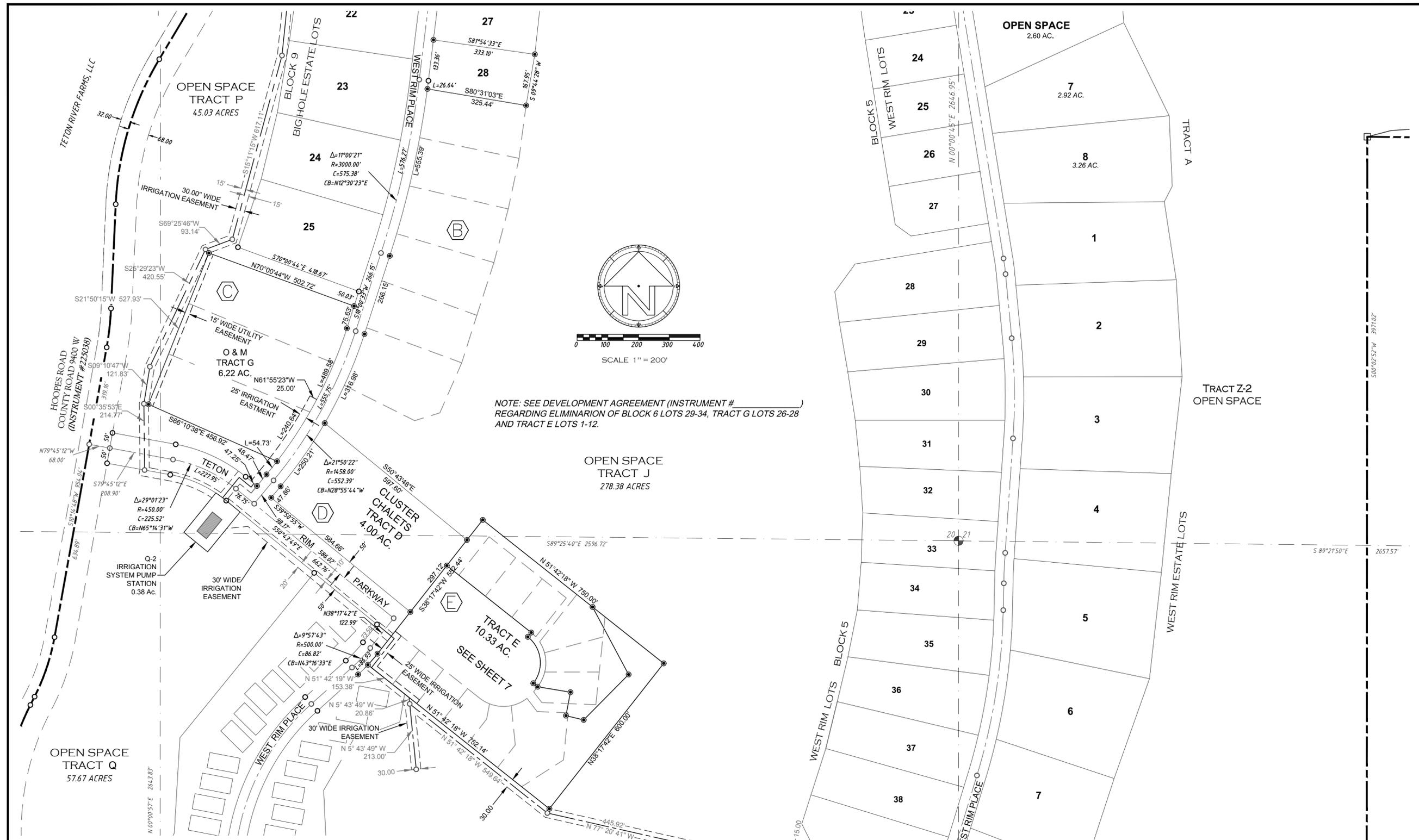
AMENDMENT NO. 7 LEGEND	
	Modify Block 1 Lots 2, 3, 4, 6, 8 to allow for 12 employee housing units and incidental uses described in the amended development agreement.
	Eliminate Block 6 Lots 28-34 in exchange for use as golf practice area and open space, Tract J.
	Eliminate Tract G lots 26-28 in exchange for use as golf operations and maintenance area.
	Modify Tract C cluster cabins to allow for use of hospitality suites in combination with Tract E.
	Eliminate Tract E Lots 1-12 in exchange for use as hospitality suites and miscellaneous golf resort uses in combination with Tract C.
Note: See amended River Rim Ranch development agreement for descriptions of incidental uses, golf resort uses and for the specific numbers of units permitted.	

LEGEND	
	Section Corner as shown on previous Plats
	Other PLSS Corner as shown on previous Plats
	Corner as shown on previous Plats
	Lot/Road point-nothing set this survey
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	Corner Found - AW Engineering Alum. Cap
	Easement centerline point-nothing set
	Dimension as shown on previous Plat-Instr. #186667
	Division II, Phase 1 Boundary line
	Right-of-Way/Easement line
	Section lines

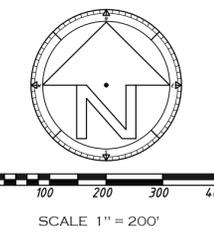
RIVER RIM RANCH P.U.D.
AMENDMENT NO. 7
DIVISION II PHASE I
TO INSTRUMENTS #186667, #198983,
#222435, #225470 AND #231394
LOCATED IN SECTIONS 4-10, 15-22 and 29; T6N; R44E B.M.,
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	Prepared By: KML, JKC
	Date Prepared: 4/04/2016
	Rev. Date:

RE_AmendedPlat-7_S1-S6_4-16.dwg



NOTE: SEE DEVELOPMENT AGREEMENT (INSTRUMENT #
REGARDING ELIMINATION OF BLOCK 6 LOTS 29-34, TRACT G LOTS 26-28
AND TRACT E LOTS 1-12.



AMENDMENT NO. 7 LEGEND

	Modify Block 1 Lots 2, 3, 4, 6, 8 to allow for 12 employee housing units and incidental uses described in the amended development agreement.
	Eliminate Block 6 Lots 28-34 in exchange for use as golf practice area and open space, Tract J.
	Eliminate Tract G lots 26-28 in exchange for use as golf operations and maintenance area.
	Modify Tract C cluster cabins to allow for use of hospitality suites in combination with Tract E.
	Eliminate Tract E Lots 1-12 in exchange for use as hospitality suites and miscellaneous golf resort uses in combination with Tract C.

Note: See amended River Rim Ranch development agreement for descriptions of incidental uses, golf resort uses and for the specific numbers of units permitted.

LEGEND

	Section Corner as shown on previous Plats
	Other PLSS Corner as shown on previous Plats
	Corner as shown on previous Plats
	Lot/Road point-nothing set this survey
	Corner set - rebar and aluminum cap marked "KML 7012"
	Lot corner not set: monuments to be set within one year of recording date.
	Corner Found - AW Engineering Alum. Cap
	Easement centerline point-nothing set
	Dimension as shown on previous Plat-Instr. #186667
	Division II, Phase 1 Boundary line
	Right-of-Way/Easement line
	Section lines

**RIVER RIM RANCH P.U.D.
AMENDMENT NO. 7
DIVISION II PHASE I
TO INSTRUMENTS #186667, #198983,
#222435, #225470 AND #231394
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	Prepared By: KML, JKC
	Date Prepared: 4/04/2016
	Rev. Date:

SHEET 4 OF 6

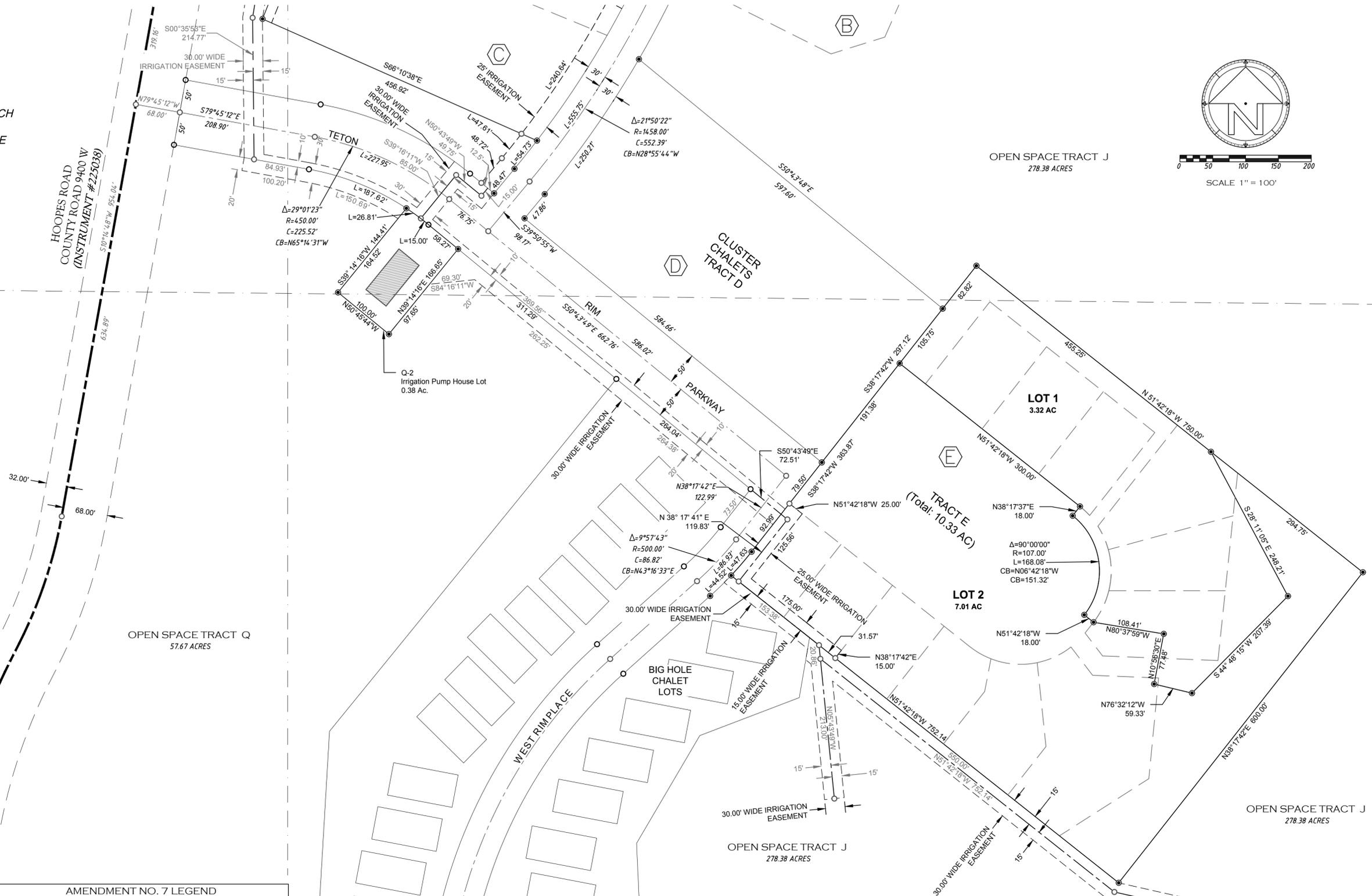
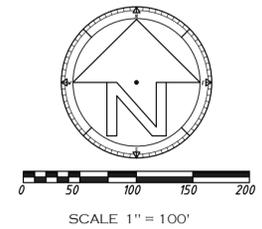
RIVER RIM RANCH
DIVISION II
FUTURE PHASE

HOOPES ROAD
COUNTY ROAD 9400 W
(INSTRUMENT #223038)

OPEN SPACE TRACT Q
57.67 ACRES

OPEN SPACE TRACT J
278.38 ACRES

OPEN SPACE TRACT J
278.38 ACRES



AMENDMENT NO. 7 LEGEND

- (A) Modify Block 1 Lots 2, 3, 4, 6, 8 to allow for 12 employee housing units and incidental uses described in the amended development agreement.
- (B) Eliminate Block 6 Lots 28-34 in exchange for use as golf practice area and open space, Tract J.
- (C) Eliminate Tract G lots 26-28 in exchange for use as golf operations and maintenance area.
- (D) Modify Tract C cluster cabins to allow for use of hospitality suites in combination with Tract E.
- (E) Eliminate Tract E Lots 1-12 in exchange for use as hospitality suites and miscellaneous golf resort uses in combination with Tract C.

Note: See amended River Rim Ranch development agreement for descriptions of incidental uses, golf resort uses and for the specific numbers of units permitted.

LEGEND

- (Symbol: Section Corner) Section Corner as shown on previous Plats
- (Symbol: Other PLSS Corner) Other PLSS Corner as shown on previous Plats
- (Symbol: Corner) Corner as shown on previous Plats
- (Symbol: Lot/Road point) Lot/Road point-nothing set this survey
- (Symbol: Corner set) Corner set - rebar and aluminum cap marked "KML 7012"
- (Symbol: Lot corner) Lot corner not set: monuments to be set within one year of recording date.
- (Symbol: Corner Found) Corner Found - AW Engineering Alum. Cap
- (Symbol: Easement centerline) Easement centerline point-nothing set
- (Symbol: Dimension) Dimension as shown on previous Plat-Instr. #186667
- (Symbol: Division II, Phase 1 Boundary) Division II, Phase 1 Boundary line
- (Symbol: Right-of-Way/Easement line) Right-of-Way/Easement line
- (Symbol: Section lines) Section lines

RIVER RIM RANCH P.U.D.
AMENDMENT NO. 7
DIVISION II PHASE I

TO INSTRUMENTS #186667, #198983,
#222435, #225470 AND #231394
LOCATED IN SECTIONS 4-10, 15-22 and 29; T6N; R44E B.M.,
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Project No.: 15-037
Prepared By: KML, JKC
Date Prepared: 4/04/2016
Rev. Date:

GENERAL NOTES APPLICABLE TO AMENDMENT NO. 7

Updated Plat Notes 4-5-2016

GENERAL NOTES APPLICABLE TO AMENDMENT NO. 7

1. Amendment No. 7 of the River Rim Ranch PUD Division II Phase I has been created for the purpose of making the following changes:
 - a. to modify Block 1 Lots 2, 3, 4, 6, 8 to allow for 12 employee housing units and incidental uses described in the amended development agreement.
 - b. to eliminate Block 6 Lots 28-34 in exchange for use as golf practice area and open space, and become part of Tract J.
 - c. to eliminate Tract G lots 26-28 in exchange for use as a golf operations and maintenance area.
 - d. to modify Tract C cluster cabins to allow for use of hospitality suites in combination with Tract E as described in the amended development agreement.
 - e. to eliminate Tract E Lots 1-12 in exchange for use as hospitality suites and miscellaneous golf resort uses in combination with Tract C as described in the amended development agreement.
2. All other lots and dimensions will remain unchanged as currently shown on the original amended River Rim Ranch P.U.D. Division II Phase I Plat, Instrument #186667; and subsequent Division II Phase I amended plats No. 2 Instrument #198983; No. 3 Instrument #222435; No. 4 Instrument #225470; No. 5 Instrument #231394; and No. 6 Instrument #235774; all of record in the Teton County Clerk's office.
3. The "Amended and Restated Development Agreement for River Rim Ranch Division II Planned Unit Development", Instrument # _____, recorded concurrently with this plat, shall supersede and replace all prior development agreements.
4. The overall River Rim Master Plan shall provide a minimum of 2700 acres of open space and not exceed 558 total residential lots and units as specified in the subdivision development agreement as amended.
5. Portions of the River Rim Ranch Division II Phase I development are situated on land where there is split estate ownership, meaning that the State of Idaho has retained subsurface mineral rights. While this split estate does not preclude development of the land, mineral resources within this land may not be extracted, used, or sold without authorization from the Idaho Department of Lands.
6. This Plat shall also be subject to the Master Declaration of Covenants, Conditions and Restrictions for the River Rim Ranch PUD of record as amended and supplemented.

OWNER'S CERTIFICATE

Be it know that the undersigned owners of the herein platted land know as **River Rim Ranch P.U.D. Amendment No. 7 to Instruments # 186667, #198983, # 222435, #225470, #231394 and #235774;** agree to amend Instruments # 186667, #198983, # 222435, #225470, #231394 and #235774;

That the purpose of this amendment is stated in General Note Number 1 shown on Sheet ___ of this plat;

That this plat shall be **River Rim Ranch P.U.D. Divisoin II Phase I, Amendment No. 7;** and

That the "Amended and Restated Development Agreement for River Rim Ranch Division II Planned Unit Development", Instrument _____ recorded concurrently with this plat, shall supersede and replace all prior development agreements.

GBCI Other Real Estate, LLC, a wholly owned subsidiary of
Glacier Bancorp, Inc., Don Chery, Executive Vice President
and Chief Administrative Officer of Glacier Bancorp. _____ Date

211 West Rim LLC, David Choo Managing Partner _____ Date

STATE OF _____)
) ss.
County of _____)

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 GBCI Other Real Estate, LLC, and acknowledged to me that he subscribed his name thereto as such.

(seal) _____
Notary Public for _____
Residing at: _____
Commission Expires: _____

STATE OF _____)
) ss.
County of _____)

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 GBCI Other Real Estate, LLC, and acknowledged to me that he subscribed his name thereto as such.

(seal) _____
Notary Public for _____
Residing at: _____
Commission Expires: _____

HEALTH DEPARTMENT CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on the Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, not all drinking water or sewer/septic facilities were constructed. Building construction can be allowed with the appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

Eastern Idaho Public Health District _____ Date

COMMISSIONERS' CERTIFICATE

Presented to the Teton County Board of Commissioners on the following date at which time this PUD Amendment was approved and accepted.

Chairman, County Commissioners _____ Date

TREASURER'S CERTIFICATE

I hereby certify that all taxes due have been paid on the tract of land as shown on this plat.

County Treasurer _____ Date

TETON COUNTY FIRE MARSHALL CERTIFICATE

I hereby certify that the provisions for fire protection for this PUD meet the Teton County Fire Code and have been approved by my department.

Fire Marshall _____ Date

ASSESSOR'S CERTIFICATE

Presented to the Teton County Assessor on the following date for approval and acceptance.

County Assessor _____ Date

CERTIFICATE OF REVIEW

I, the undersigned, being a Licensed Surveyor in the State of Idaho, do hereby certify that i have reviewed this plat and find that it complies with the State of Idaho Code relating to Plats and Surveys.

Surveyor _____ Date

SURVEYOR'S CERTIFICATE

I, Kenneth M. Litus, being a Registered Land Surveyor in the State of Idaho, No. 7012, do hereby certify that this plat and the survey of the amended boundaries as shown hereon were performed under my responsible charge and conforms with Idaho Code relating to plats and surveys and that monuments will be set within one year of recording date.

Kenneth M. Litus _____ License No. _____ Date

**RIVER RIM RANCH P.U.D.
AMENDMENT NO. 7
DIVISION II PHASE I
TO INSTRUMENTS #186667, #198983,
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LOCATED IN SECTIONS 4-10, 15-22 and 29; T6N; R44E B.M.,
TETON COUNTY, IDAHO**



RENDEZVOUS ENGINEERING, P.C.

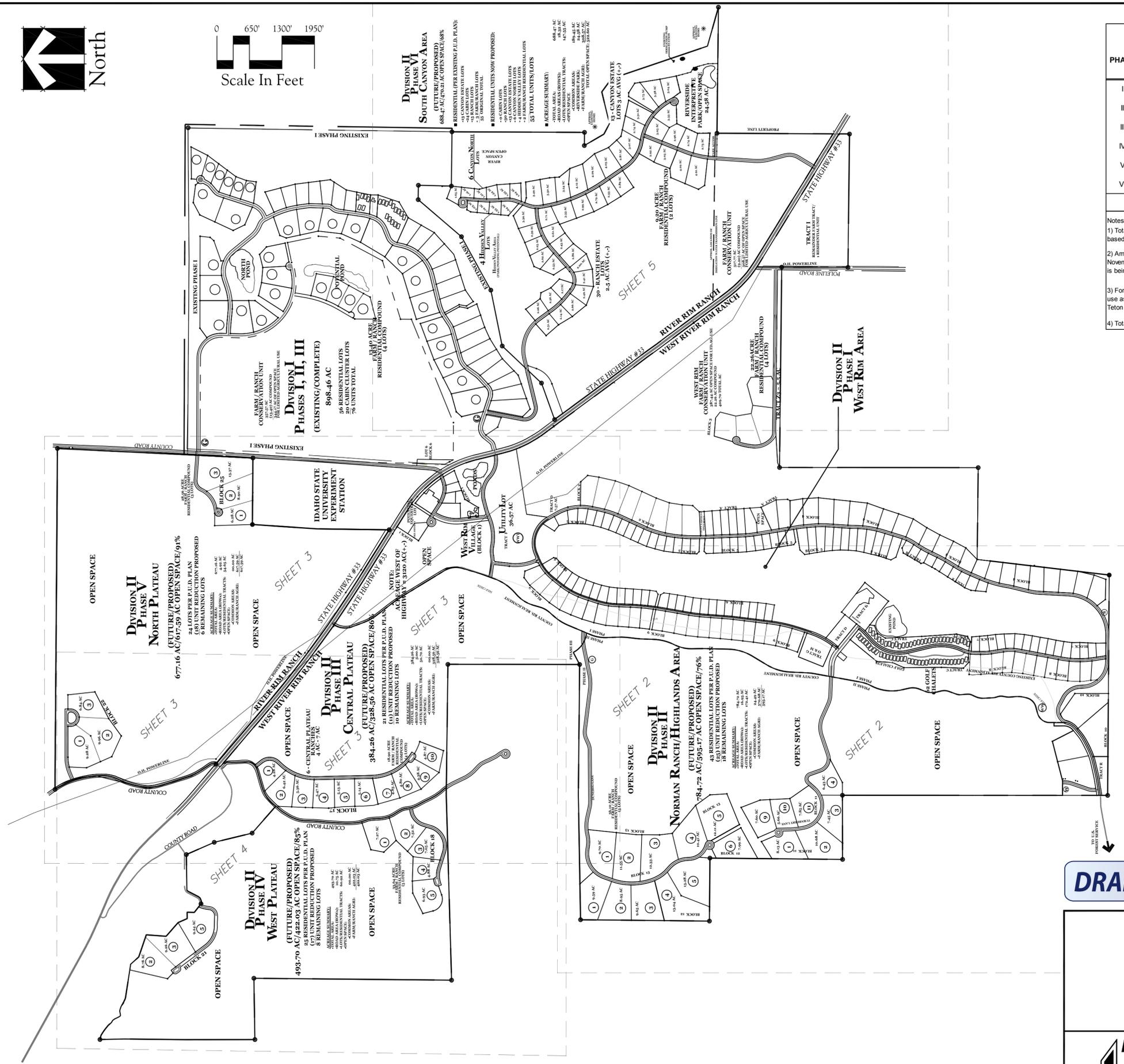
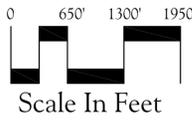
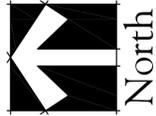
P.O. BOX 4858 JACKSON, WYOMING 83001
25 SOUTH GROS VENTRE STREET
PHONE - 307.733.5252 FAX - 307.733.2334

Project No.: 15-037

Prepared By: KML, JKC

Date Prepared: 4/04/2016

Rev. Date:



RIVER RIM RANCH PUD - DIVISION II / MASTER PLAN SUMMARY						
PHASE	DESCRIPTION	TOTAL ACRES ¹	AMENDED UNITS ²	LOT / TRACT AREA, ACRES	AMENDED OPEN SPACE, ACRES ²	ROAD ACRES (ROW)
I	WEST RIM ³	1,464.2	349	See Phase I Plat Amendment No. 7 for Details		
II	NORMAN RANCH	768.7	18	172.4	595.2	16.9
III	CENTRAL PLATEAU	384.3	10	50.7	328.6	5.0
IV	WEST PLATEAU	493.7	8	60.9	422.0	10.8
V	NORTH PLATEAU	677.2	6	54.7	617.6	4.9
VI	SOUTH CANYON	688.5	55	147.6	522.6	18.3
TOTALS		4,476.5	446	486.2⁴	2486.0⁴	55.9⁴

Notes:
 1) Total Acres for Phases I, II & III based upon Amendment No. 3, Instrument No. 222435. Phases IV, V and VI total acres based upon Amendment No. 2, Instrument No. 199983.
 2) Amended units and open space for Phases I through VI are based upon the master plan amendment approved on November 13, 2013 by the Teton County Board of Commissioners. One additional lot created in Block 1 of West Rim, which is being reserved for Fire Department use, is not included in these unit counts.
 3) For West Rim, Phase I, eliminated 5 lots in Block 6 and 3 lots in Tract G and eliminated 12 lots in Tract E in exchange for use as hospitality suites and miscellaneous golf resort uses and modified 4 lots in Block 1, subject to final approval by the Teton County Board of Commissioners. See Phase I Plat Amendment No. 7 for details.
 4) Totals are for Phases II through VI only.

- Master Plan Conditions:
- Prior to the construction of infrastructure for any new phase, a Final Plat shall be approved by Teton County.
 - Prior to the construction of any new phase, the Final Construction Drawings for required infrastructure improvements shall be approved by Teton County.
 - Prior to the construction of any new phase, an engineering cost estimate for required infrastructure improvements shall be approved by Teton County.
 - Prior to the construction of any new phase, financial guarantees may be required and if so shall be approved by Teton County.
 - Prior to the construction of any new phase, a new or supplemental Development Agreement, approved by Teton County, may be required.
 - Prior to the construction of any new phase, permits required from local, state or federal agencies shall be obtained and copies submitted to Teton County.
 - Prior to the construction of any new phase, new or supplemental Conditions, Covenants and Restrictions and Design Standards governing future development within the phase, approved by Teton County may be required.

- General Notes:
- This master plan map is an approximate representation of future development in Phases II through VI of the River Rim Ranch PUD. Although drawn to scale, only partial lot dimensions and approximate acreages are shown for the purpose of describing the future uses within the development. Changes in lot dimensions, acreages and road alignments are anticipated prior to the filing of a final subdivision plat. All changes will be subject to the final review and approval of Teton County.
 - See Instrument # (234392) (new number to be added), the AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR RIVER RIM RANCH DIVISION II- PLANNED UNIT DEVELOPMENT which governs future development within the River Rim Ranch PUD, Division II.
 - See Instrument # 213464, 4th Amendment to the Master Declaration of Covenants, Conditions and Restrictions for River Rim Planned Unit Development Division I and Division II, and subsequent amendments and supplements, which affect development within portions of the River Rim Ranch PUD.
 - See Instrument # 184972, 2nd Amendment to Master Development Guidelines and Regulations for River Rim Ranch Planned Unit Development Division I and Division II, as amended, for additional criteria governing development within the River Rim Ranch PUD.

NOTE:
 -THIS MAP IS A GRAPHIC REPRESENTATION, PLEASE SEE PLAT DOCUMENTS FOR CLARIFICATION, AND DEVELOPMENT AGREEMENT FOR CLARIFICATIONS.
 -THIS IS A MASTER PLAN ILLUSTRATION AND NOT FOR CONSTRUCTION PURPOSES.

DRAFT

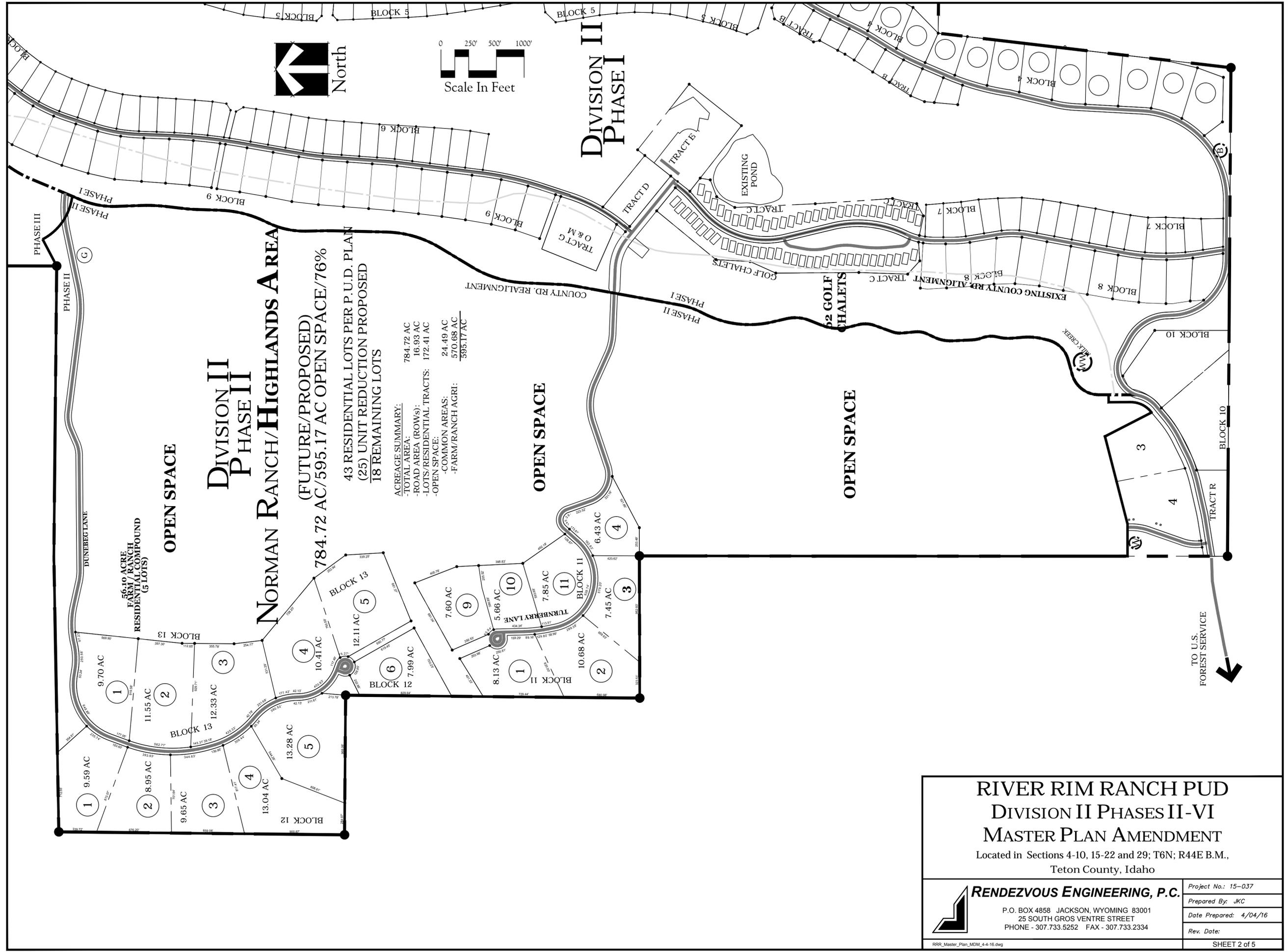
EXHIBIT E

RIVER RIM RANCH PUD DIVISION II PHASES II-VI MASTER PLAN AMENDMENT

Located in Sections 4-10, 15-22 and 29; T6N; R44E B.M.,
 Teton County, Idaho

RENDEZVOUS ENGINEERING, P.C.
 P.O. BOX 4858 JACKSON, WYOMING 83001
 25 SOUTH GROS VENTRE STREET
 PHONE - 307.733.5252 FAX - 307.733.2334

Project No.: 15-037
Prepared By: JKC
Date Prepared: 4/04/16
Rev. Date:



**DIVISION II
PHASE II
NORMAN RANCH/HIGHLANDS AREA**

**(FUTURE/PROPOSED)
784.72 AC/595.17 AC OPEN SPACE/76%**

43 RESIDENTIAL LOTS PER P.U.D. PLAN
(25) UNIT REDUCTION PROPOSED
18 REMAINING LOTS

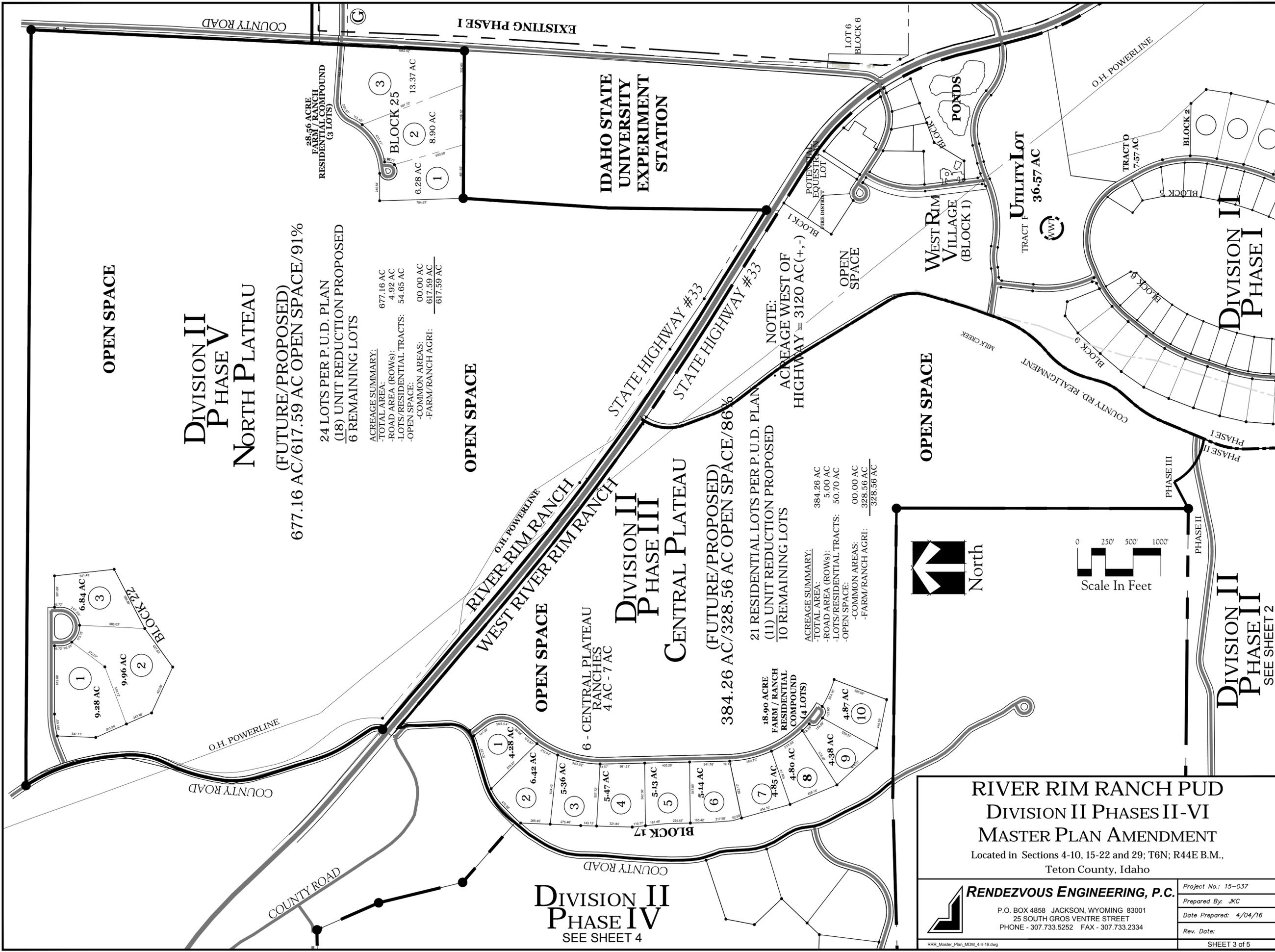
ACREAGE SUMMARY:
 -TOTAL AREA: 784.72 AC
 -ROAD AREA (ROWS): 16.93 AC
 -LOTS/RESIDENTIAL TRACTS: 172.41 AC
 -OPEN SPACE:
 -COMMON AREAS: 24.49 AC
 -FARM/RANCH AGRI: 570.68 AC
 -595.17 AC

**RIVER RIM RANCH PUD
DIVISION II PHASES II-VI
MASTER PLAN AMENDMENT**

Located in Sections 4-10, 15-22 and 29; T6N; R44E B.M.,
Teton County, Idaho

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Project No.: 15-037
Prepared By: JKC
Date Prepared: 4/04/16
Rev. Date:



**DIVISION II
PHASE V
NORTH PLATEAU**

(FUTURE/PROPOSED)
677.16 AC/617.59 AC OPEN SPACE/91%

24 LOTS PER P.U.D. PLAN
(18) UNIT REDUCTION PROPOSED
6 REMAINING LOTS

ACREAGE SUMMARY:

-TOTAL AREA:	677.16 AC
-ROAD AREA (ROWS):	4.92 AC
-LOTS/RESIDENTIAL TRACTS:	54.65 AC
-OPEN SPACE:	00.00 AC
-COMMON AREAS:	617.59 AC
-FARM/RANCH AGRI:	617.59 AC

OPEN SPACE

**DIVISION II
PHASE III
CENTRAL PLATEAU**

(FUTURE/PROPOSED)
384.26 AC/328.56 AC OPEN SPACE/86%

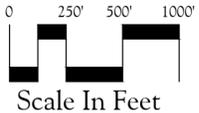
21 RESIDENTIAL LOTS PER P.U.D. PLAN
(11) UNIT REDUCTION PROPOSED
10 REMAINING LOTS

ACREAGE SUMMARY:

-TOTAL AREA:	384.26 AC
-ROAD AREA (ROWS):	5.00 AC
-LOTS/RESIDENTIAL TRACTS:	50.70 AC
-OPEN SPACE:	00.00 AC
-COMMON AREAS:	328.56 AC
-FARM/RANCH AGRI:	328.56 AC



North



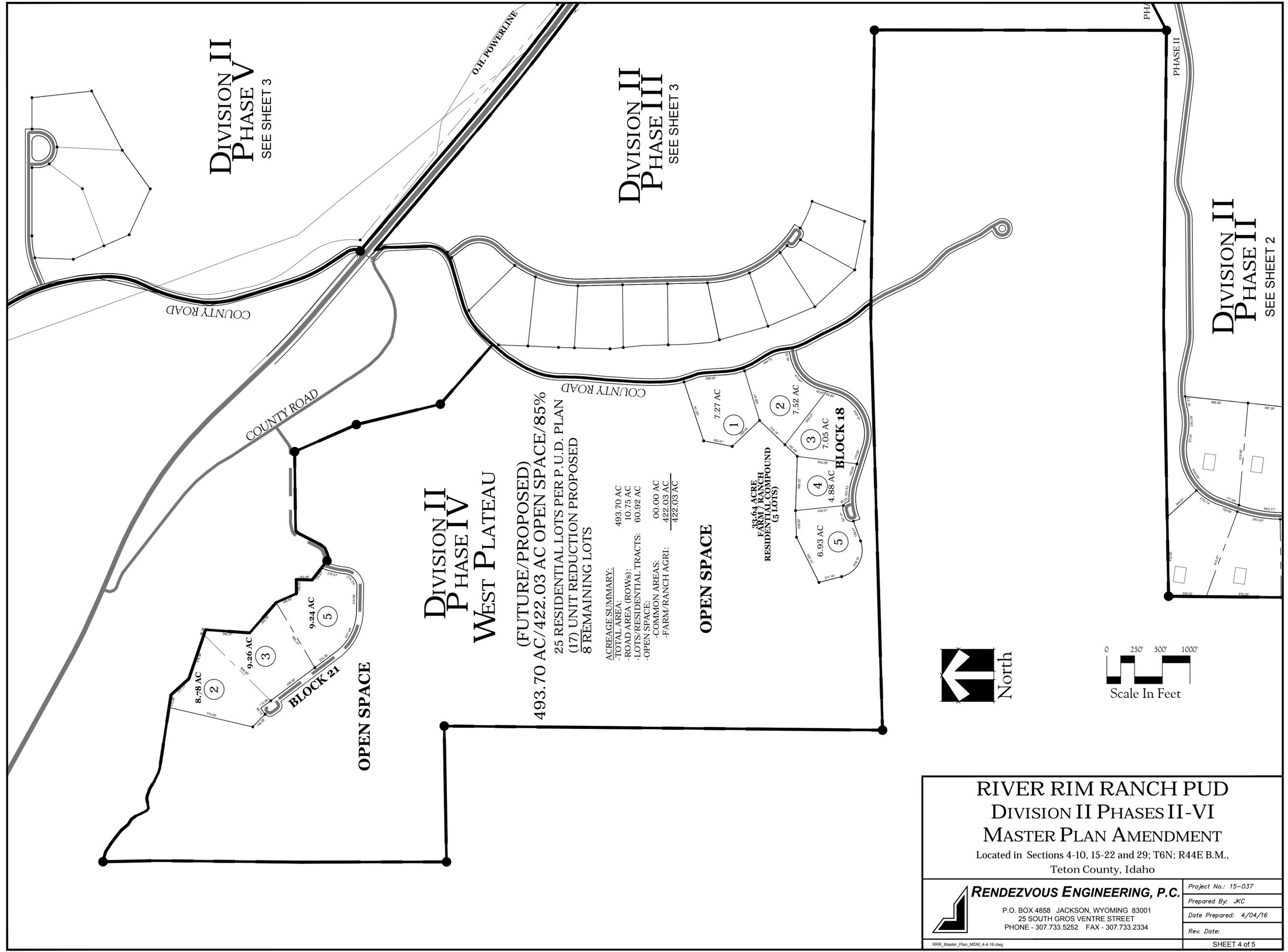
Scale In Feet

**RIVER RIM RANCH PUD
DIVISION II PHASES II-VI
MASTER PLAN AMENDMENT**

Located in Sections 4-10, 15-22 and 29; T6N; R44E B.M.,
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DIVISION II
PHASE V
SEE SHEET 3

DIVISION II
PHASE III
SEE SHEET 3

DIVISION II
PHASE II
SEE SHEET 2

**DIVISION II
PHASE IV
WEST PLATEAU**

(FUTURE/PROPOSED)
493.70 AC/422.03 AC OPEN SPACE/85%
25 RESIDENTIAL LOTS PER P.U.D. PLAN
(17) UNIT REDUCTION PROPOSED
8 REMAINING LOTS

ACREAGE SUMMARY:

-TOTAL AREA:	493.70 AC
-ROAD AREA (ROWS):	10.75 AC
-LOTS/RESIDENTIAL TRACTS:	60.92 AC
-OPEN SPACE:	
-COMMON AREAS:	00.00 AC
-FARM/RANCH AGRI:	422.03 AC
	<u>422.03 AC</u>

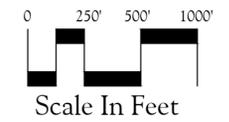
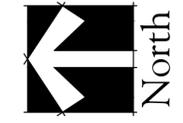
OPEN SPACE

33.64 ACRE
FARM/RANCH
RESIDENTIAL COMPOUND
(5 LOTS)

BLOCK 18

BLOCK 21

OPEN SPACE



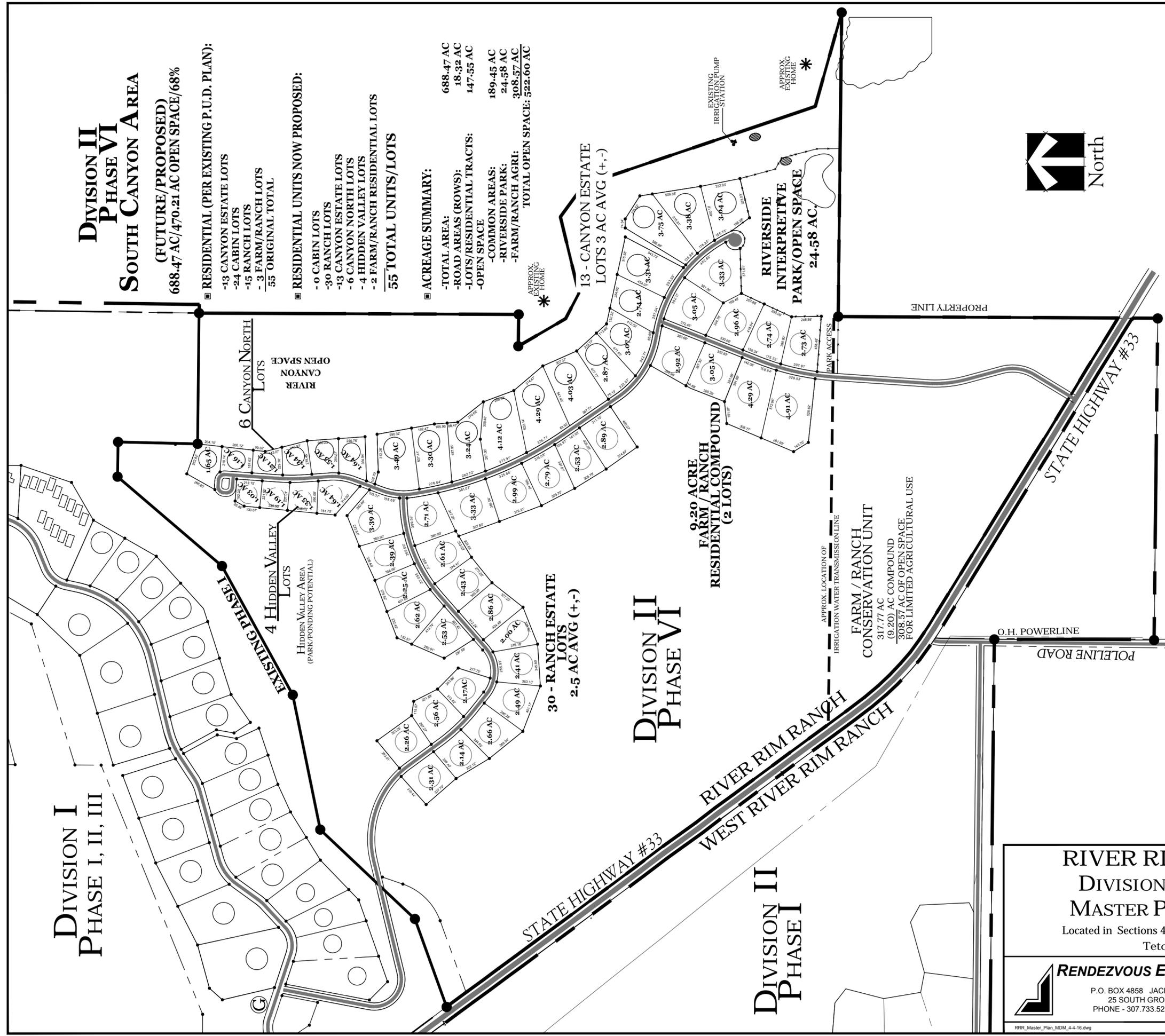
**RIVER RIM RANCH PUD
DIVISION II PHASES II-VI
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Rev. Date:

**DIVISION I
PHASE I, II, III**



**DIVISION II
PHASE VI
SOUTH CANYON AREA**

(FUTURE/PROPOSED)
688.47 AC/470.21 AC OPEN SPACE/68%

RESIDENTIAL (PER EXISTING P.U.D. PLAN):

- 13 CANYON ESTATE LOTS
- 24 CABIN LOTS
- 15 RANCH LOTS
- 3 FARM/RANCH LOTS
- 55 ORIGINAL TOTAL

RESIDENTIAL UNITS NOW PROPOSED:

- 0 CABIN LOTS
- 30 RANCH LOTS
- 13 CANYON ESTATE LOTS
- 6 CANYON NORTH LOTS
- 4 HIDDEN VALLEY LOTS
- 2 FARM/RANCH RESIDENTIAL LOTS

55 TOTAL UNITS/LOTS

ACREAGE SUMMARY:

- TOTAL AREA: 688.47 AC
- ROAD AREAS (ROWS): 18.32 AC
- LOTS/RESIDENTIAL TRACTS: 147.55 AC
- OPEN SPACE
- COMMON AREAS: 189.45 AC
- RIVERSIDE PARK: 24.58 AC
- FARM/RANCH AGRI: 308.57 AC
- TOTAL OPEN SPACE: 522.60 AC

**30 - RANCH ESTATE
LOTS
2.5 AC AVG (+,-)**

**13 - CANYON ESTATE
LOTS 3 AC AVG (+,-)**

**DIVISION II
PHASE VI**

**9.20 ACRE
FARM / RANCH
RESIDENTIAL COMPOUND
(2 LOTS)**

**DIVISION II
PHASE I**

**RIVER RIM RANCH
WEST RIVER RIM RANCH**

**FARM / RANCH
CONSERVATION UNIT
317.77 AC
(9.20) AC COMPOUND
308.57 AC OF OPEN SPACE
FOR LIMITED AGRICULTURAL USE**

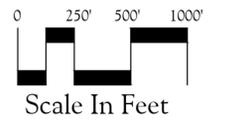
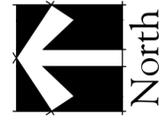
**RIVERSIDE
INTERPRETIVE
PARK/OPEN SPACE
24.58 AC.**

**RIVER RIM RANCH PUD
DIVISION II PHASES II-VI
MASTER PLAN AMENDMENT**

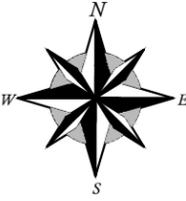
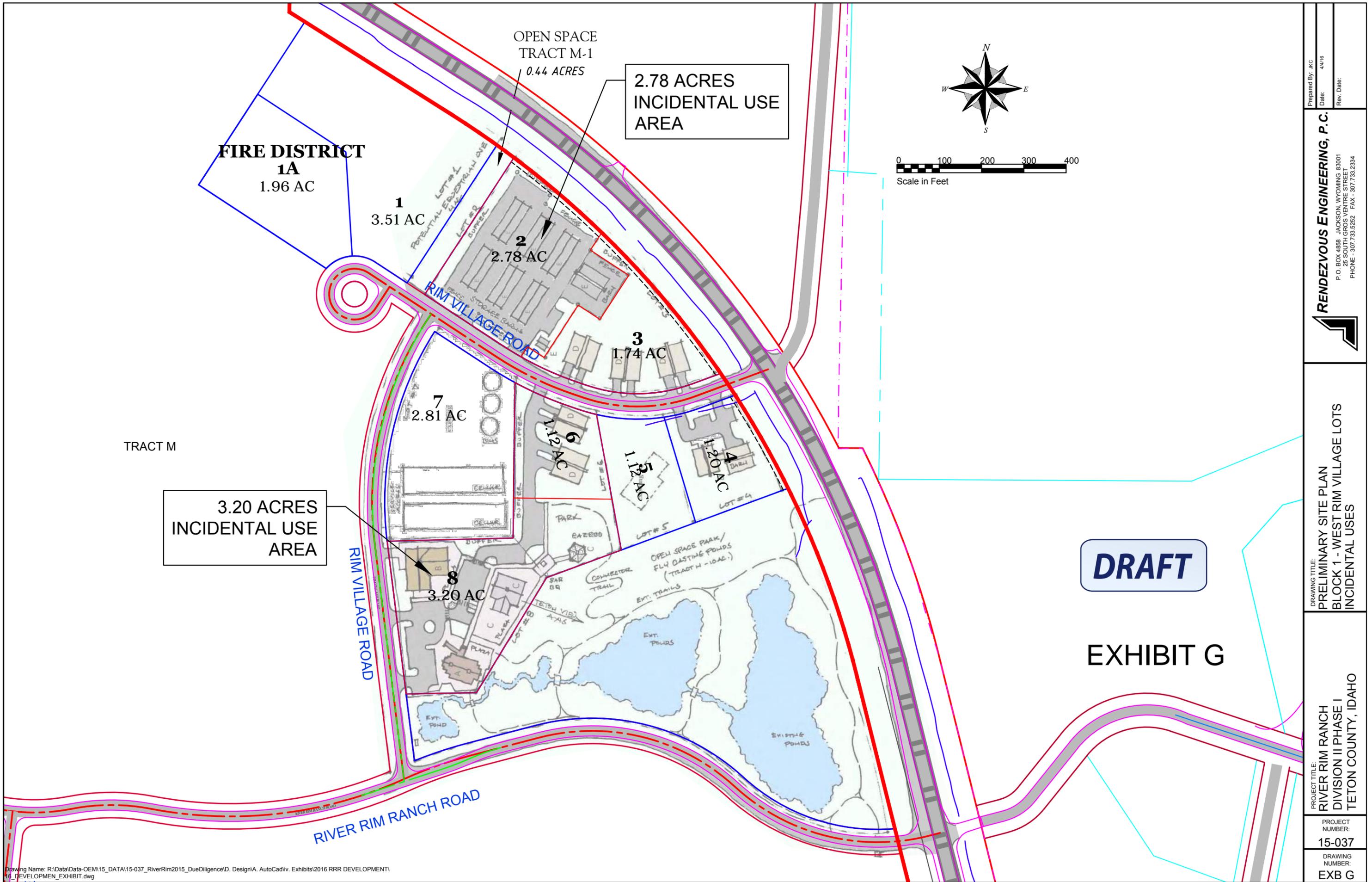
Located in Sections 4-10, 15-22 and 29; T6N; R44E B.M.,
Teton County, Idaho

RENDEZVOUS ENGINEERING, P.C.
P.O. BOX 4858 JACKSON, WYOMING 83001
25 SOUTH GROS VENTRE STREET
PHONE - 307.733.5252 FAX - 307.733.2334

Project No.: 15-037
Prepared By: JKC
Date Prepared: 4/04/16
Rev. Date:



RRR_Master_Plan_MDM_4.4-16.dwg



DRAFT

EXHIBIT G

Prepared By: JKC	Date: 4/4/16
Rev. Date:	
RENDEZVOUS ENGINEERING, P.C.	
P.O. BOX 4888 JACKSON, WYOMING 83001	
25 SOUTH GROS VENTRE STREET	
PHONE - 307.733.5282 FAX - 307.733.2394	
DRAWING TITLE: PRELIMINARY SITE PLAN BLOCK 1 - WEST RIM VILLAGE LOTS INCIDENTAL USES	
PROJECT TITLE: RIVER RIM RANCH DIVISION II PHASE I TETON COUNTY, IDAHO	
PROJECT NUMBER:	15-037
DRAWING NUMBER:	EXB G

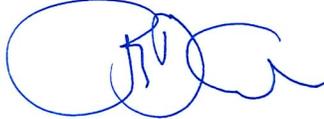


RENDEZVOUS ENGINEERING, P.C.

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

MEMORANDUM

DATE: April 2, 2016

TO: Darryl Johnson, P.E., P.L.S. 

FROM: Bob Ablondi, Idaho P.E. 5994

RE: River Rim / Traffic Projections / Proposed Amendment No. 7

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

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

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

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

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

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

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

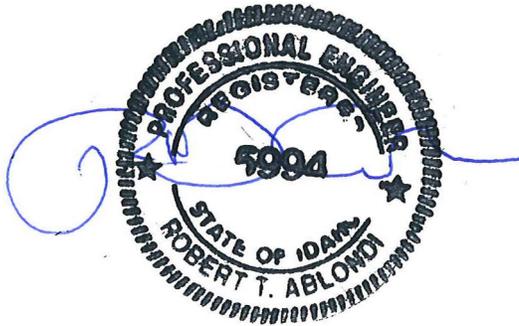
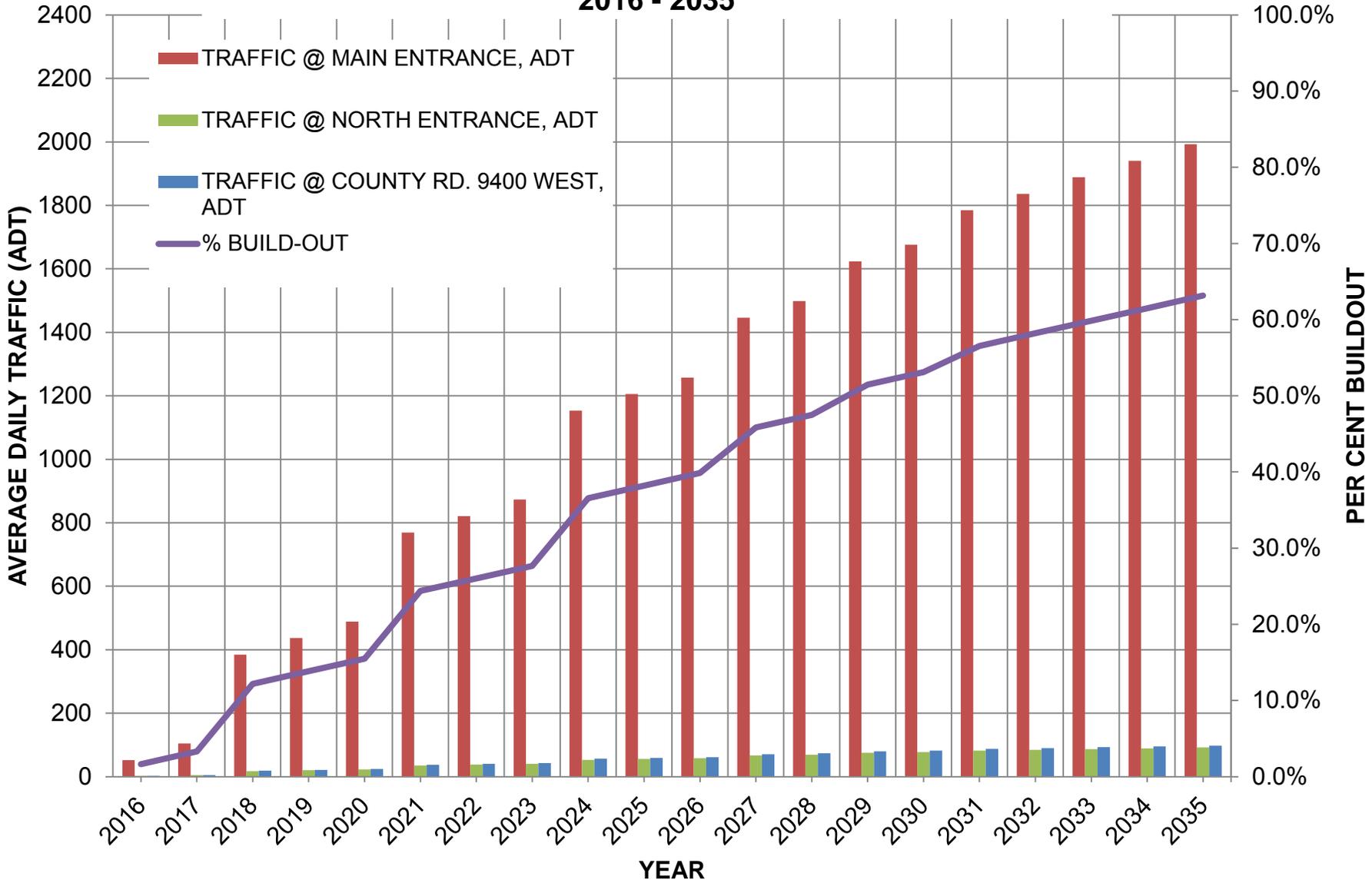


TABLE 1. RIVER RIM RANCH - FUTURE TRAFFIC PROJECTIONS - BASED UPON PROPOSED AMENDMENT NO. 7 (April 1, 2016 update)

DESCRIPTION	PROPOSED USE	RESI- DENTIAL UNITS	OTHER UNITS	ADT PER UNIT	TOTAL ADT	% TRAFFIC ASSIGNED TO 9400 WEST	TRAFFIC @ COUNTY RD. 9400 WEST, ADT	% TRAFFIC ASSIGNED NORTH ENTRANCE	TRAFFIC @ NORTH ENTRANCE, ADT	TRAFFIC @ MAIN ENTRANCE, ADT
BLOCK 1 (West Rim Commercial) ¹	Employee Units		12	6.0	72	2%	1	50%	35	35
	Miscellaneous				100	2%	2	50%	49	49
BLOCK 2	Single Family Residential	8		9.5	76	5%	4	2%	1	71
BLOCK 4	Single Family Residential	22		9.5	209	5%	10	2%	4	195
BLOCK 5	Single Family Residential	41		9.5	390	5%	19	2%	7	363
BLOCK 6	Single Family Residential	28		9.5	266	5%	13	2%	5	248
BLOCK 6 (South End) ²	Driving Range /Open Space	0		9.5	0	5%	0	2%	0	0
BLOCK 7	Single Family Residential	16		9.5	152	5%	8	2%	3	142
BLOCK 8	Single Family Residential	12		9.5	114	5%	6	2%	2	106
BLOCK 9	Single Family Residential	25		9.5	238	5%	12	2%	5	221
BLOCK 10	Single Family Residential	4		9.5	38	10%	4	2%	1	34
TRACT A	Single Family Residential	8		9.5	76	5%	4	2%	1	71
TRACT B	Single Family Residential	10		9.5	95	5%	5	2%	2	88
TRACT C	Cluster Cabins	62		9.5	589	5%	29	2%	11	548
TRACT D	Hospitality Suites		48	5.0	240	2%	5	2%	5	230
TRACT E ²	Employees		75	3.0	225	2%	5	2%	4	216
	Miscellaneous				75	2%	2	2%	1	72
	Hospitality Suites		48	5.0	240	2%	5	2%	5	230
TRACT G ²	O&M, Employees		30	3.0	90	5%	5	2%	2	84
NORMAN RANCH	Single Family Residential	18		9.5	171	10%	17	1%	2	152
TOTALS		254			3,455	4.5%	155		145	3155

**FIG. 1 - RIVER RIM FUTURE TRAFFIC PROJECTIONS -20 YEARS
2016 - 2035**



Note: Traffic increase assumes average of five new units per year. See Table 1 for trip generation data at build-out.

TABLE 2. RIVER RIM -- TRAFFIC PROJECTIONS

TOTAL RESIDENTIAL UNITS	254
UNITS PER YEAR	6
% PER YEAR	2.4%
Residential Traffic	2413
Other Traffic	1042
TOTAL TRAFFIC	3455
RESIDENTIAL TRAFFIC INCREASE PER YEAR	57

NO.	YEAR	100%	4.48%	91.3%	4.2%	OTHER TRAFFIC, ADT	% BUILD-OUT
		TOTAL ADT	TRAFFIC @ COUNTY RD. 9400 WEST, ADT	TRAFFIC @ MAIN ENTRANCE, ADT	TRAFFIC @ NORTH ENTRANCE, ADT		
1	2016	57	3	52	2		1.6%
2	2017	114	5	104	5		3.3%
3	2018	421	19	384	18	250	12.2%
4	2019	478	21	436	20		13.8%
5	2020	535	24	489	23		15.5%
6	2021	842	38	769	35	250	24.4%
7	2022	899	40	821	38		26.0%
8	2023	956	43	873	40		27.7%
9	2024	1263	57	1153	53	250	36.6%
10	2025	1320	59	1205	56		38.2%
11	2026	1377	62	1257	58		39.9%
12	2027	1584	71	1446	67	150	45.8%
13	2028	1641	73	1499	69		47.5%
14	2029	1778	80	1624	75	80	51.5%
15	2030	1835	82	1676	77		53.1%
16	2031	1954	87	1784	82	62	56.6%
17	2032	2011	90	1836	85		58.2%
18	2033	2068	93	1888	87		59.9%
19	2034	2125	95	1940	89		61.5%
20	2035	2182	98	1993	92		63.2%
21	2036	2239	100	2045	94		64.8%
22	2037	2296	103	2097	97		66.5%
23	2038	2353	105	2149	99		68.1%
24	2039	2410	108	2201	101		69.8%
25	2040	2467	110	2253	104		71.4%
26	2041	2524	113	2305	106		73.1%
27	2042	2581	116	2357	109		74.7%
28	2043	2638	118	2409	111		76.4%
29	2044	2695	121	2461	113		78.0%
30	2045	2752	123	2513	116		79.7%
31	2046	2809	126	2565	118		81.3%
32	2047	2866	128	2617	121		83.0%
33	2048	2923	131	2669	123		84.6%
34	2049	2980	133	2721	125		86.3%
35	2050	3037	136	2773	128		87.9%
36	2051	3094	138	2825	130		89.6%
37	2052	3151	141	2877	133		91.2%
38	2053	3208	144	2929	135		92.9%
39	2054	3265	146	2981	137		94.5%
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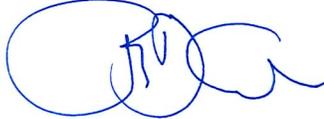


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Civil Engineers, Land Planners and Landscape Architects in Wyoming and Idaho

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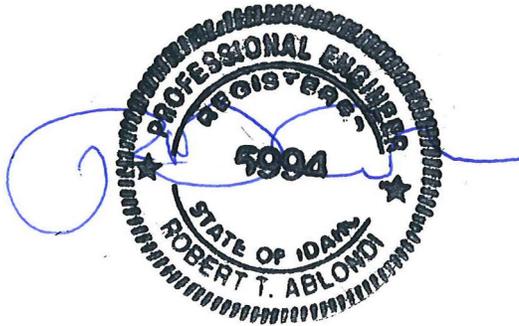
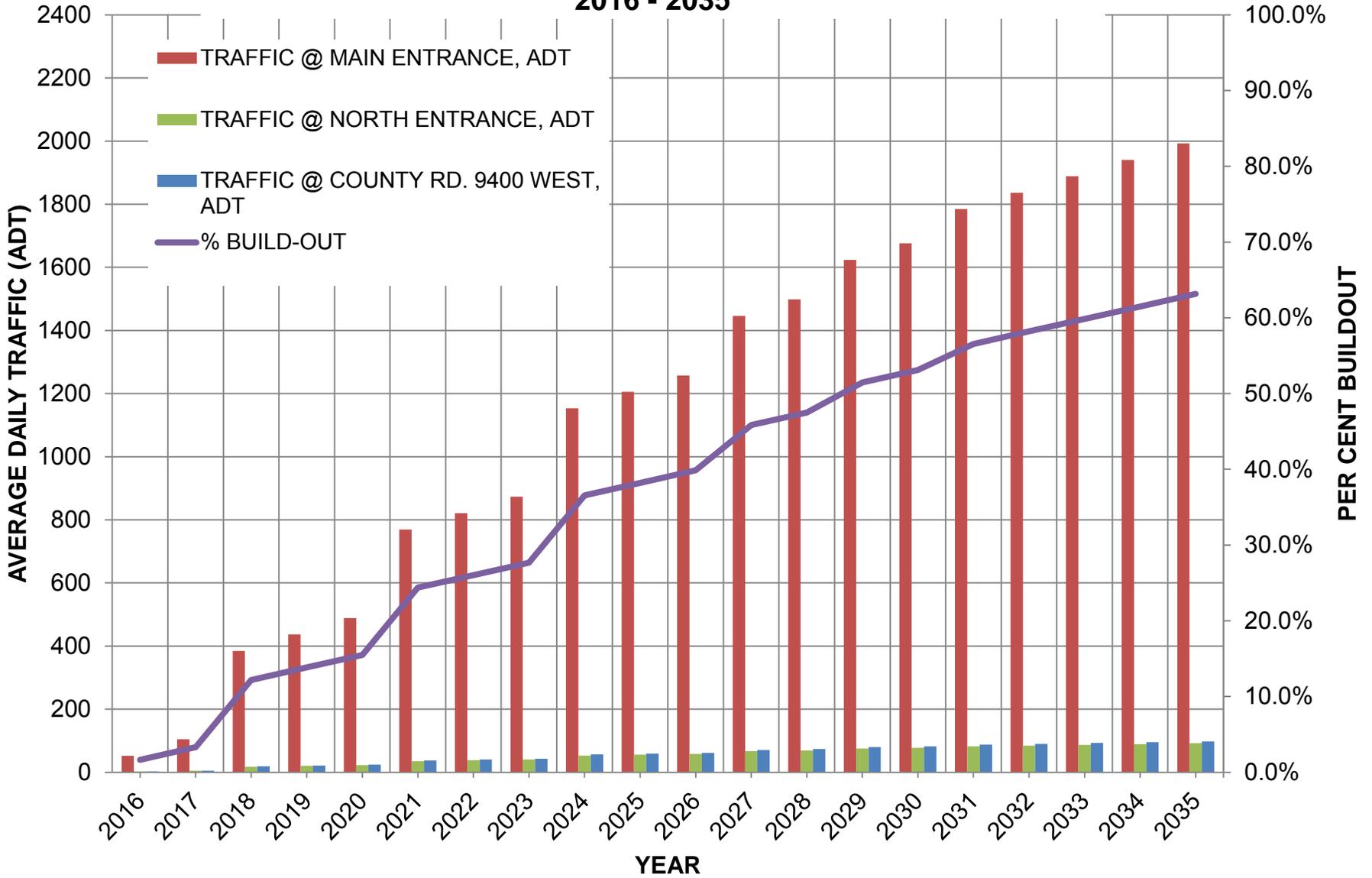


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42	2057	3436	154	3138	145	1042	99.5%



RENDEZVOUS ENGINEERING, P.C.

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

MEMORANDUM

DATE: October 30, 2013

TO: Jay Mazalewski, P.E.

FROM: Bob Ablondi, Idaho P.E. 5994 

RE: River Rim / Traffic Projections and Need for Paving North Section of County Road 9400 West

CC: Teton County Board of Commissioners

Future use of the north section of County Road 9400 West (See attached Exhibit 1) by homeowners in the River Rim development is expected to be limited. A number of key factors contribute to this expectation as described below:

- 1) Availability of a shorter, paved road to access Highway 33 along River Rim Ranch Road.
- 2) Superior access with good site distance and turning lanes at the River Rim Ranch Road - Highway 33 intersection.
- 3) Primary destinations of Tetonia, Driggs, Victor and other principal attractions for residents of River Rim located to the south.
- 4) Reluctance by most drivers to select a gravel road that requires a slower speed and longer distance to access Highway 33.

Although it is difficult to specifically quantify how the above factors will affect actual use, there is a strong rationale to assign only a limited proportion of the traffic from River Rim to the north section of the county road. This also includes traffic from the south section of County Road 9400 West which is also more likely to access Highway 33 along River Rim Ranch Road

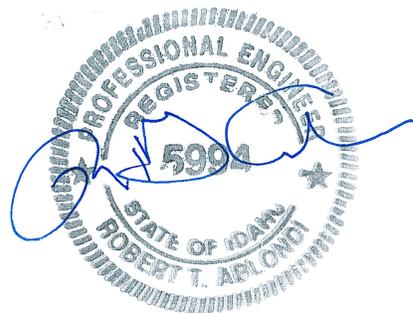
For purposes of this analysis we have assigned 5% of the total projected trips from lots that are located along the West Rim Place Loop Road (East and West) to the north county road section. These lots will access the paved roads within River Rim and will link directly with River Rim Ranch Road and Highway 33. We have assigned a smaller 2% of total traffic to the properties within the West Rim Commercial Village area (Block 1) given their close proximity to Highway 33 and presence of two access points to the state highway. In addition, access along the north County Road to any destination from the West Rim commercial area would be longer and less convenient. We have assigned a higher percentage of the traffic from the 18 future lots in the Norman Ranch (Phase II) and four

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

Future traffic for River Rim Division II Phase I is projected in Table 1 based upon the updated units proposed for the most current amendment (Amendment No. 5 currently under consideration by the Board of County Commissioners). This includes all development areas except Block 3 and Tract I which do not impact County Road 9400 West and instead access directly on to Poleline Road. The projections were based upon a 9.5 trip per day per unit, which represents the standard Institute of Transportation Engineers (ITE) trip generation factor for a conventional single family detached dwelling¹. This same factor was used for all unit types including the bed and breakfast units associated with the West Rim commercial area. An additional 100 ADT was also included for the miscellaneous uses associated with this area. The overall results project that at full build-out, a total of 3,292 trips would occur in Phase I with a total of 167 trips or about 5.1% projected to use the north section of County 9400 West. This is based upon a total buildout of 336 units as summarized in Table 1.

Equally important to the analysis of road impacts is the timing of the traffic and anticipated long term buildout period for River Rim. Although there are many variables affecting future growth, attached Figure 1 projects traffic on the basis of adding an average of five (5) units per year over the next twenty years. At this sustained rate, total trips are projected to reach 980 in twenty years (2014-2033). Trips on the north section of County Road 9400 West from River Rim development are projected to reach 50. Although the use percentages, trip generation rates and growth rates are all variables in this analysis, the projections show that it will be many years -- if ever -- before average daily traffic on the north section of 9400 West approaches the 200 ADT minimum threshold recommended for asphalt pavement. Bonding for such a long time period creates a financial hardship and significantly impacts the ability to sell the overall project to new owners.

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



¹ Note: Trip generation, ADT, for "Recreational Homes" per ITE standards (Trip Generation) is only 3.2 per dwelling unit. This is due in part to having fewer school age children and typically fewer residents per unit which would apply to a significant portion of the River Rim units.



TABLE 1. RIVER RIM RANCH - FUTURE TRAFFIC PROJECTIONS - COUNTY ROAD 9400 WEST

DESCRIPTION	PROPOSED USE	PROPOSED NO. UNITS	ESTIMATED ADT PER UNIT ³	TOTAL ADT	PER CENT TRAFFIC ASSIGNED TO 9400 WEST, NORTH SECTION	TOTAL ESTIMATED ADT - 9400 WEST NORTH SECTION
BLOCK 1 (West Rim Commercial) ¹	Lodge, Bed and Breakfast	16	9.5	152	2%	3
	Miscellaneous			100	2%	2
BLOCK 2	Single Family Residential	8	9.5	76	5%	4
BLOCK 4	Single Family Residential	22	9.5	209	5%	10
BLOCK 5	Single Family Residential	40	9.5	380	5%	19
BLOCK 5, LOT 1B	Single Family Residential	1	9.5	9.5	5%	0
BLOCK 6	Single Family Residential	28	9.5	266	5%	13
BLOCK 6 (South End) ²	Single Family Residential	6	9.5	57	5%	3
BLOCK 7	Single Family Residential	16	9.5	152	5%	8
BLOCK 8	Single Family Residential	12	9.5	114	5%	6
BLOCK 9	Single Family Residential	25	9.5	238	5%	12
BLOCK 10	Single Family Residential	4	9.5	38	10%	4
TRACT A	Single Family Residential	8	9.5	76	5%	4
TRACT B	Single Family Residential	10	9.5	95	5%	5
TRACT C	Cluster Cabins	62	9.5	589	5%	29
TRACT D	Cluster Cabins	45	9.5	428	5%	21
TRACT E ²	Single Family Residential	12	9.5	114	5%	6
TRACT G ²	Single Family Residential	3	9.5	29	5%	1
NORMAN RANCH (PHASE II)	Single Family Residential	18	9.5	171	10%	17
TOTALS		336		3,292	5.1%	167

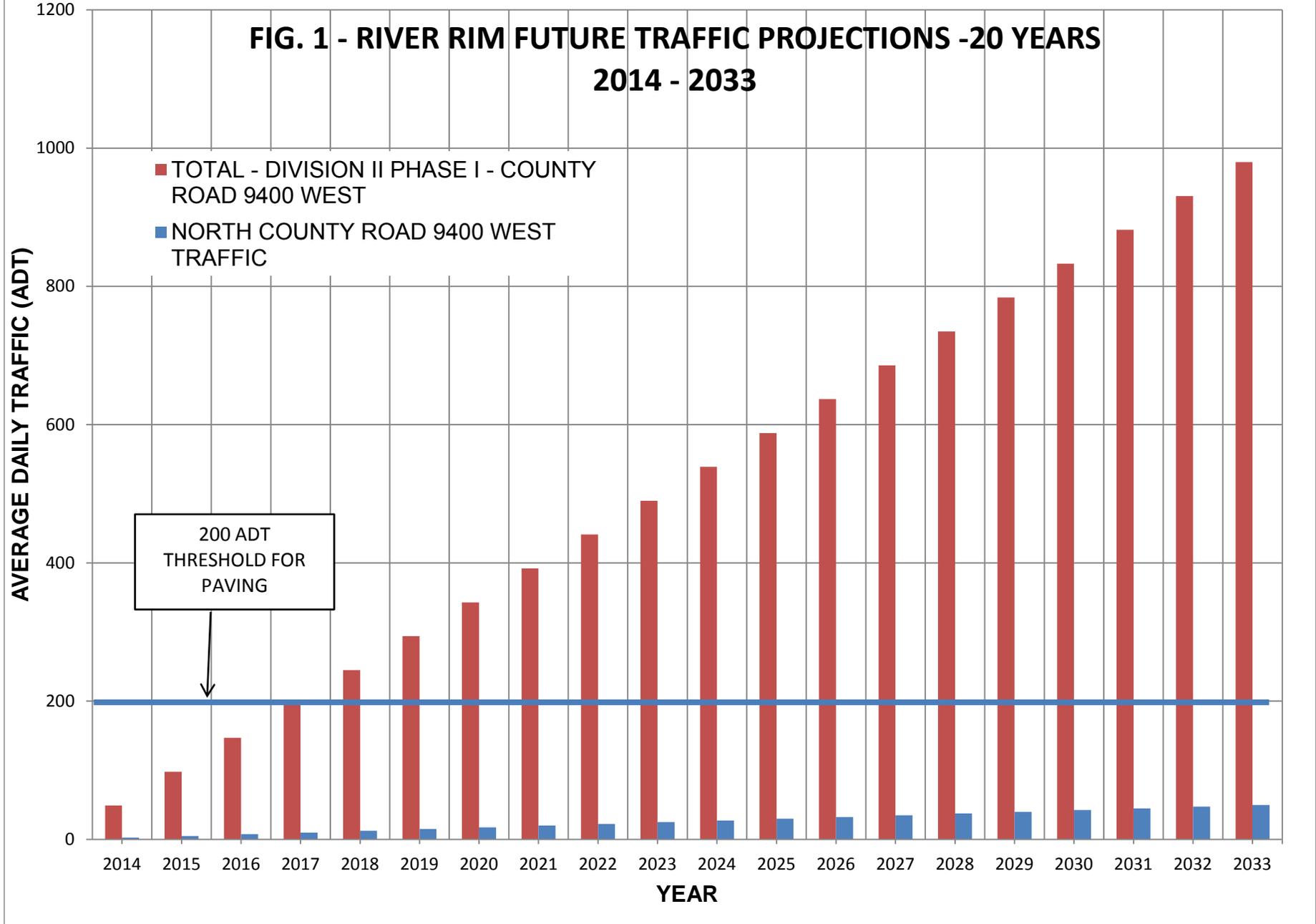
Notes:

1) Miscellaneous uses limited by development agreement

2) The proposed lots in Block 6, Tract E and Tract G, total of 21 units, would be converted to cluster units located on Tract E if the golf course is constructed.

3) Standard detached residential factor of 9.5 ADT per unit per ITE Trip Generation data.

**FIG. 1 - RIVER RIM FUTURE TRAFFIC PROJECTIONS -20 YEARS
2014 - 2033**



Note: Traffic increase assumes average of five new units per year. See Table 1 for trip generation data at build-out.

Right-Of-Way Encroachment Application And Permit Approaches And Other Encroachments

Entered
7/18/06
TB



Permit Number # 06-06-109		Application Date Jan 12, 2006		Project Number SR-RS-6830 (17)	
Route Hwy 33		Segment 002460		C/L Milepost 125.538	
City/County Wyo				C/L Station <input checked="" type="checkbox"/> Right <input type="checkbox"/> Left <input type="checkbox"/> Right <input type="checkbox"/> Left	
Distance From Nearest Approach (both directions, both sides of roadway) - Show on Plan					
Sight Distance		Right (ft)		Left (ft)	
				Posted Speed 65 mph	
GPS Coordinates		Latitude 111° 16' 29"		Longitude 43° 51' 04"	
				Elevation (ft) 6130	
<input type="checkbox"/> Inspection Fee Req'd \$		<input type="checkbox"/> Performance Bond Req'd \$		<input type="checkbox"/> Traffic Impact Study Req'd	
				<input type="checkbox"/> Application Fee \$ 50⁰⁰	
<input type="checkbox"/> Other Permits Required (Specify Type)					
Access Control Type (I-V) 11		Roadway Type (Urban, Rural) Rural		Number of Lanes 2	
Access Permit Type		<input checked="" type="checkbox"/> New Approach <input type="checkbox"/> Modification to Existing Approach (Select all that apply)		<input type="checkbox"/> Location <input type="checkbox"/> Width <input type="checkbox"/> Use	
		<input type="checkbox"/> Other (Specify Type)			
Approach		Quantity		Width / Size	
Max. 1		one		30' wide	
Culvert (If req'd)				24" x 60'	
Approach Type		<input checked="" type="checkbox"/> Residential (SF, MF) <input checked="" type="checkbox"/> Lt. Commercial		<input type="checkbox"/> Heavy Commercial <input type="checkbox"/> Agricultural <input type="checkbox"/> Joint Use	
Remarks: small commercial area being developed to serve subdivision					

Attach the following:

1. A completed Encroachment Checklist, applicable ownership documents, multiple approach permit sheets.
2. Written authorization from the owner (if needed).
3. Plans or drawings (3 sets) showing proposed work, approach locations, drainage details, landscaping, striping plans, and traffic control. (Include Department roadway alignment or project plans when available.)
4. Special Provisions and Traffic Control Plans.

I certify that I am the Owner or Authorized Representative of the property to be served and request permission to construct the above facilities within the State Highway Rights-of-Way in accordance with the General Provisions printed on the reverse side of this form, the Special Provisions, and the Plans made a part of this permit. This permit **SHALL BE VOID** if all work is not completed and the Department has not made final inspection and approval within one year of the issuance date.

Owner's Name (Printed) West Rim LLC		Address P.O. Box 337		City TETONIA		State ID		Zip 83452	
Owner's Signature Roger Hoopes			Owner's Phone 208-456-8300			Owner's Fax same			
Authorized Representative's Name (Printed) Arnold Woolstenhulme		Address Box 139		City Victor		State ID		Zip 83455	
Authorized Representative's Signature Arnold Woolstenhulme			Representative's Phone 208-787-2952			Representative's Fax 787-2957			

Subject to all terms, conditions, and provisions shown on this form or attachments, permission is hereby granted to the above-named applicant to perform the work described.

Local Government Approval When Required			Department Approval	
Government Official's Signature	Title	Date	Chief / District Engineer's Signature	Date
			Tom Cole by KRT	6/28/06

Note: Permit will be considered Temporary until final inspection and approval by a Department representative.

General Provisions

1. During the progress of all work, traffic control devices shall be erected and maintained as necessary or as directed for the protection of the traveling public. All traffic control devices shall conform to the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as adopted by the State. Parked equipment and stored materials shall be as far from the main traveled way as feasible. Items left overnight within 30 feet of the main traveled way shall be marked and/or protected.
2. By signing this permit, the permittee, his designated representative or successors, agree to indemnify, save harmless, and defend regardless of outcome the State from the expenses of and against all suits or claims, including costs, expenses, and attorney fees that may be incurred by reason of any act or omission, neglect, or misconduct of the permittee or its contractor in the design, construction, and maintenance of the work, which is the subject of this permit.
3. Approaches shall be for the bona fide purpose of securing access and not for parking, conducting business, or servicing vehicles on the highway right-of-way.
4. Any disturbance of the highway and/or traffic control devices shall be restored to the satisfaction of the District Engineer.
5. If the work done under this permit interferes in any way with the drainage of the state highway, the permittee shall, at his sole expense, make such corrections as necessary or as directed by the District Engineer.
6. Upon completion of the permitted work, all rubbish and debris shall be immediately removed from the work area to the satisfaction of the District Engineer.
7. All work herein permitted shall conform to current government and industry standards under the supervision and to the satisfaction of the District Engineer, and the entire expense of said supervision shall be borne by the permittee.
8. This permit or privilege granted under ITD 02109 shall not be deemed or held to be an exclusive one and shall not prohibit the State from using any of its highways, streets, or public places or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered. The State reserves the right to make at any time such modification, addition, repair, relocation, or removal of an existing encroachment(s) or its appurtenances or any encroachment(s) or subject(s) authorized by this permit within the highway right-of-way as may be necessary to permit the relocation, reconstruction, widening, and maintenance of the highway and/or to provide proper protection to life and property on or adjacent to the highway.
9. Any modification, relocation, or removal required due in part to negligence of the permittee shall be made at the sole expense of the permittee. All such modifications, relocation, or removal by the permittee shall be done in such a manner as will cause the least interference with the traveling public or any of the State's work.
10. The State may revoke, amend, amplify, or terminate this permit or any of the conditions herein enumerated if the permittee fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the approach, structure, or subject herein granted is not installed or operated and maintained in conformity herewith.
11. The permittee shall maintain at its sole expense the encroachment for which this permit is granted.
12. Inspection of the permitted work may be performed at any time to ensure compliance with the requirements of this permit. The State shall be reimbursed by the permittee for any additional inspection required under the Special Provisions of this permit.
13. The permittee shall furnish all material, labor, and equipment involved in the construction of the approach and its appurtenances. This shall include furnishing drainage pipe of a size specified on the permit (12-inch minimum), curb, gutter, concrete sidewalk, etc., where required. Materials and workmanship shall conform to current government and industry standards and are subject to inspection by the State.
14. No work shall commence until the permittee is given notice to proceed by an authorized representative of the State. The permittee shall notify the State five (5) working days prior to commencing the permitted work if work does not commence immediately upon notice by the State.
15. The original permit or a copy must be kept on the jobsite whenever work is taking place. Any modification, relocation, or removal of an encroachment or subject granted by this permit shall require a new permit prior to commencement of such work.

Headquarters Staff Review

Review	Reviewer	Date	Recommendation	
			Yes	No*
Traffic			<input type="checkbox"/>	<input type="checkbox"/>
Bridge			<input type="checkbox"/>	<input type="checkbox"/>
Utilities			<input type="checkbox"/>	<input type="checkbox"/>
Right-of-Way			<input type="checkbox"/>	<input type="checkbox"/>
Design			<input type="checkbox"/>	<input type="checkbox"/>
Environmental			<input type="checkbox"/>	<input type="checkbox"/>

Review	Reviewer	Date	Recommendation	
			Deny	Approve
DTE			<input type="checkbox"/>	<input type="checkbox"/>
DE			<input type="checkbox"/>	<input type="checkbox"/>
STE			<input type="checkbox"/>	<input type="checkbox"/>

*Attach reason(s) for denial and/or recommendations

District Staff Review Permit # 06-06-109

Review	Reviewer	Date	Recommendation	
			Yes	No*
Traffic	<i>C. Richardson</i>	<i>6-26-06</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maintenance	<i>DOB Krause</i>	<i>1/30/06</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Design			<input type="checkbox"/>	<input type="checkbox"/>
Right-of-Way	<i>Mark Zepher</i>	<i>6-26-06</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Planner			<input type="checkbox"/>	<input type="checkbox"/>

Review	Reviewer	Date	Recommendation	
			Deny	Approve
CE			<input type="checkbox"/>	<input type="checkbox"/>
Hearing Offcr			<input type="checkbox"/>	<input type="checkbox"/>
Director			<input type="checkbox"/>	<input type="checkbox"/>



RENDEZVOUS ENGINEERING, P.C.

Civil Engineers and Planners in Wyoming and Idaho

October 17, 2006

RDZ Project No. 05-003

Idaho Transportation Department – District 6
P.O. Box 97
Rigby, ID 83442-0997

Attn: Tony Black
TTS Traffic

Re: River Rim Ranch – Highway Turning Lanes

Tony:

Attached are revised design drawings and traffic control plans for your use. These documents were updated based on review comments received from IDT.

Thank you for your project approval. If you require any additional information or further clarification, feel free to contact me at any time.

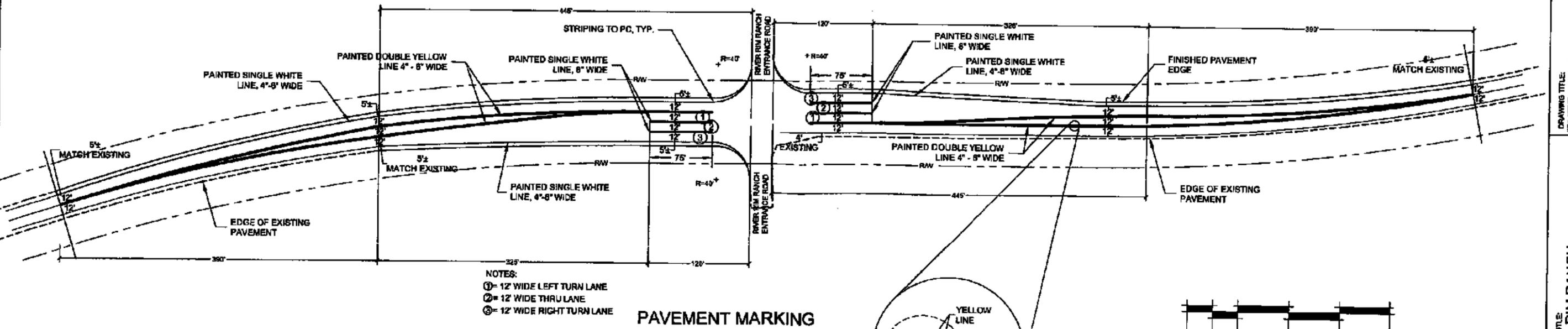
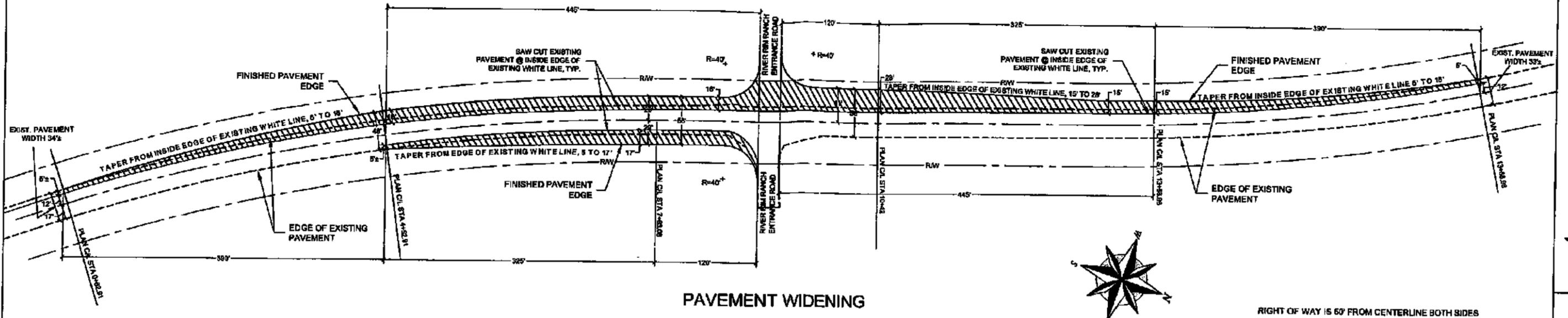
Sincerely,
RENDEZVOUS ENGINEERING, P.C.

James W. Gute, P.E.
Project Engineer

Attachments: 11x17 Intersection Design Drawings & Traffic Control Plan

Cc. David Owen, Owen-PC Construction
Mike Piker, Rendezvous Engineering, P.C.
Robert T. Ablondi, P.E., Rendezvous Engineering, P.C.

STATE HIGHWAY 33 AND RIVER RIM RANCH ENTRANCE ROAD.



- NOTES:
- ①= 12' WIDE LEFT TURN LANE
 - ②= 12' WIDE THRU LANE
 - ③= 12' WIDE RIGHT TURN LANE

Prepared By: JAC
 Date: 10/09
 Rev. Date: 10/08

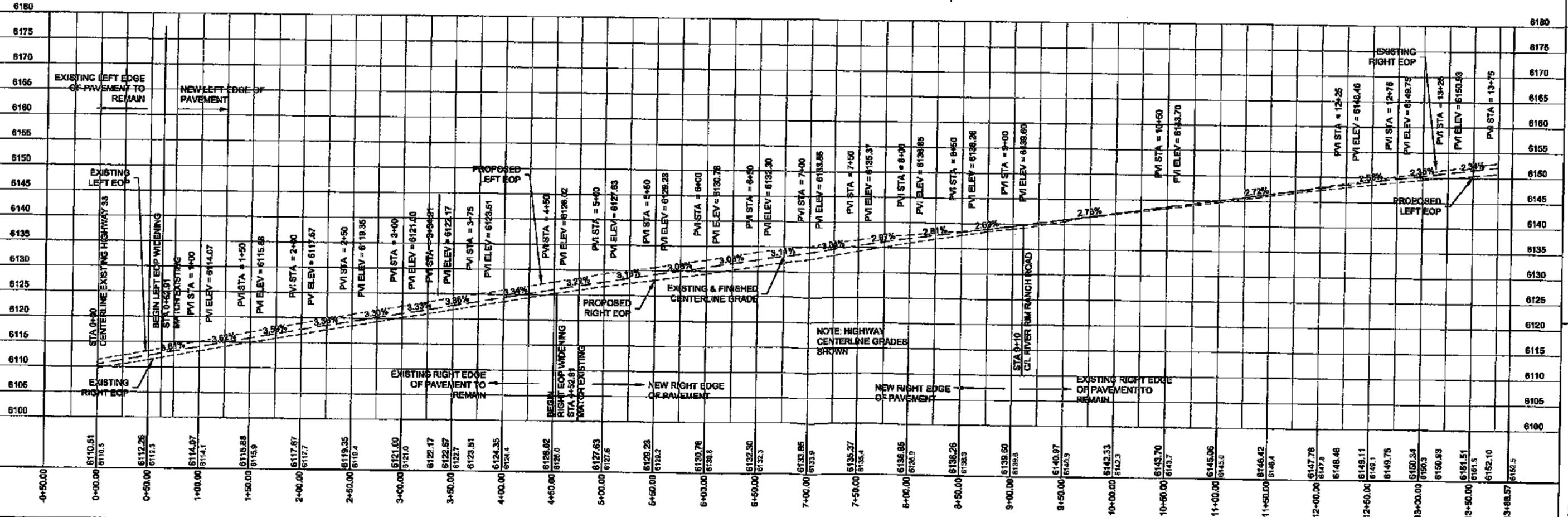
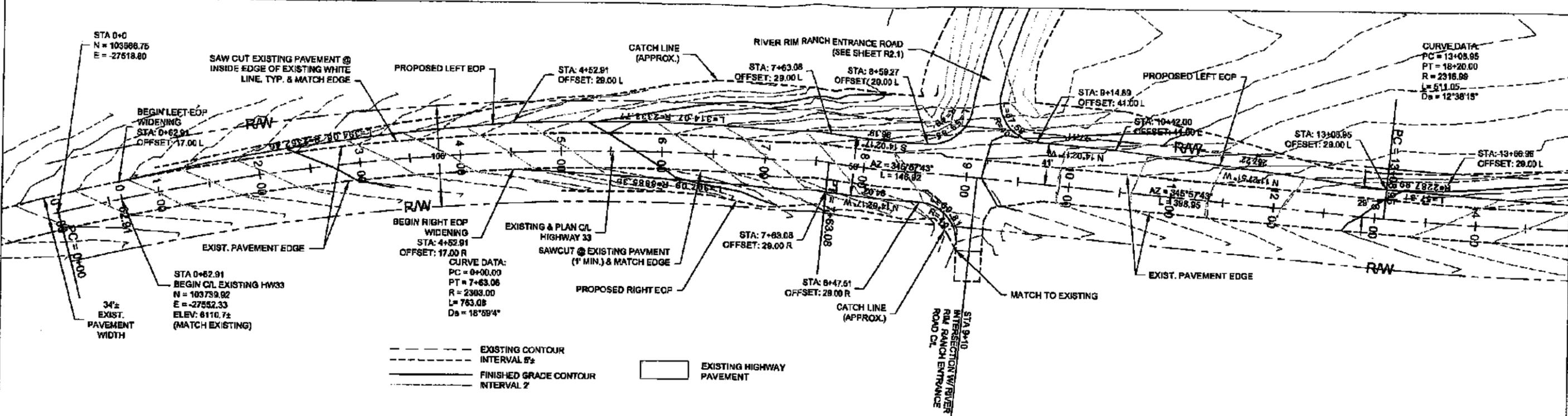
RENDEZVOUS ENGINEERING, P.C.
 P.O. BOX 4988 JACKSON, WYOMING 83001
 25 SOUTH GROSS VENTURE STREET
 PHONE - 307.733.0302 FAX - 307.733.0304

DRAWING TITLE:
**ENTRANCE PLAN
 HIGHWAY 33 TURNING LANES**

PROJECT TITLE:
**RIVER RIM RANCH
 DIVISION II PHASE I
 TETON CO., IDAHO**

PROJECT NUMBER:
05-003
 DRAWING NUMBER:
R2.01

PRELIMINARY



NOTES - THIS SHEET

GENERAL NOTES

PRELIMINARY

SCALE: 1" = 50' HORZ.
1" = 10' VERT.

PROJECT TITLE: RIVER RIM RANCH DIVISION II PHASE I TETON CO., IDAHO

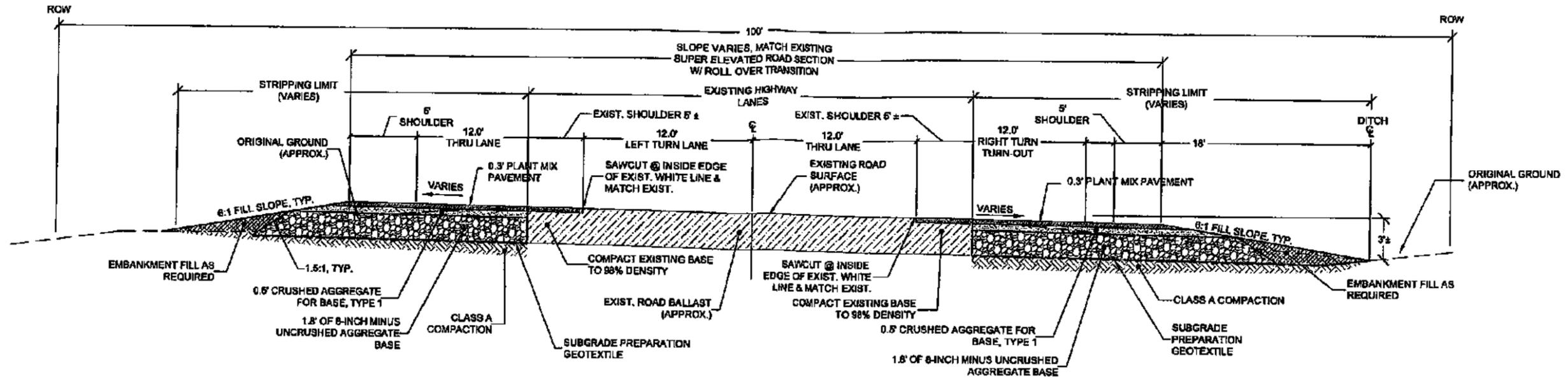
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PROJECT NUMBER: 05-003

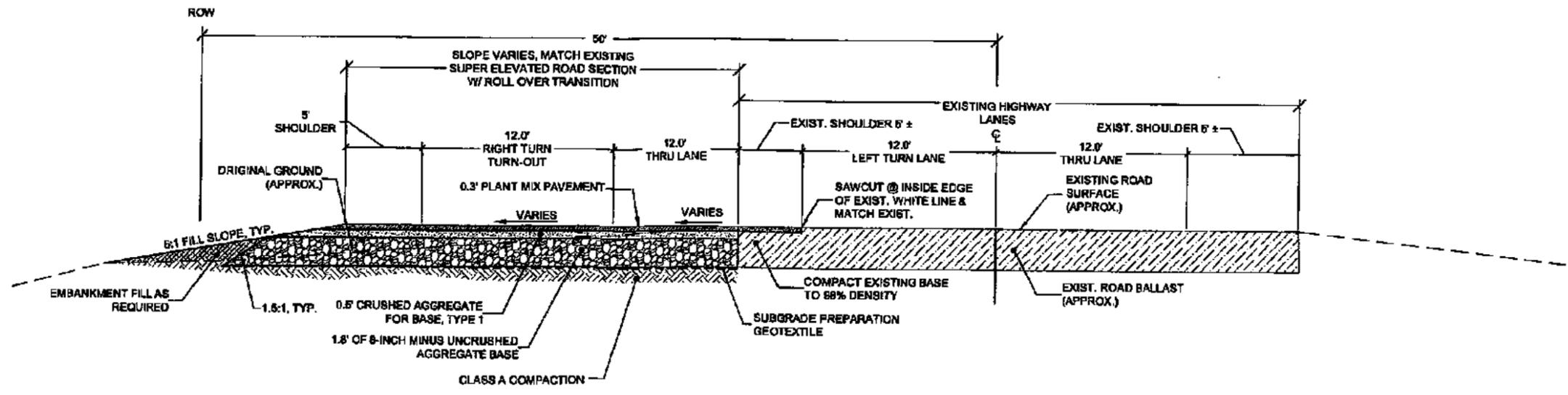
DRAWING NUMBER: R2.02

RENDEZVOUS ENGINEERING, P.C.
 P.O. BOX 488 JACKSON, WYOMING 83001
 20 SOUTH GARDEN VERMONT STREET
 PHONE: 307.733.0222 FAX: 307.733.2354

Prepared By: JTC
 Date: 10/20/08
 Rev. Date: 01/10/09



**TYPICAL HIGHWAY 33
NORTH BOUND TURNING LANES
ROAD SECTION**
N.T.S.



**TYPICAL HIGHWAY 33
SOUTH BOUND TURNING LANES
ROAD SECTION**
N.T.S.

PRELIMINARY

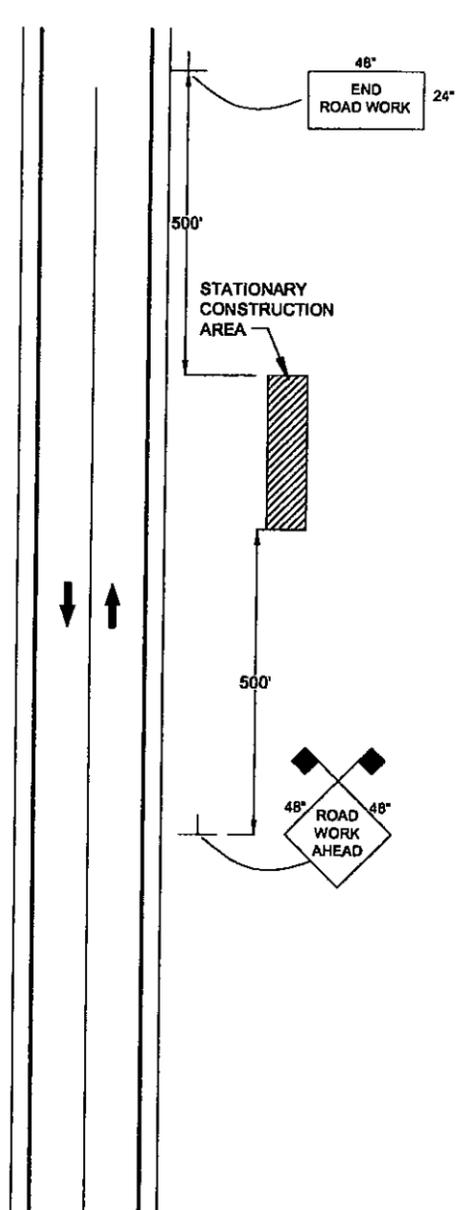
Prepared By: JAC
Checked: JAC
Rev. Date: 05/03

RENDEZVOUS ENGINEERING, P.C.
P.O. BOX 4855 JACKSON, WYOMING 83001
28 SOUTH GROES VENTURE STREET
PHONE - 307.733.6582 FAX - 307.733.0284

DRAWING TITLE
**ROADWAY DESIGN
TYPICAL 24' WIDE ROAD SECTION**

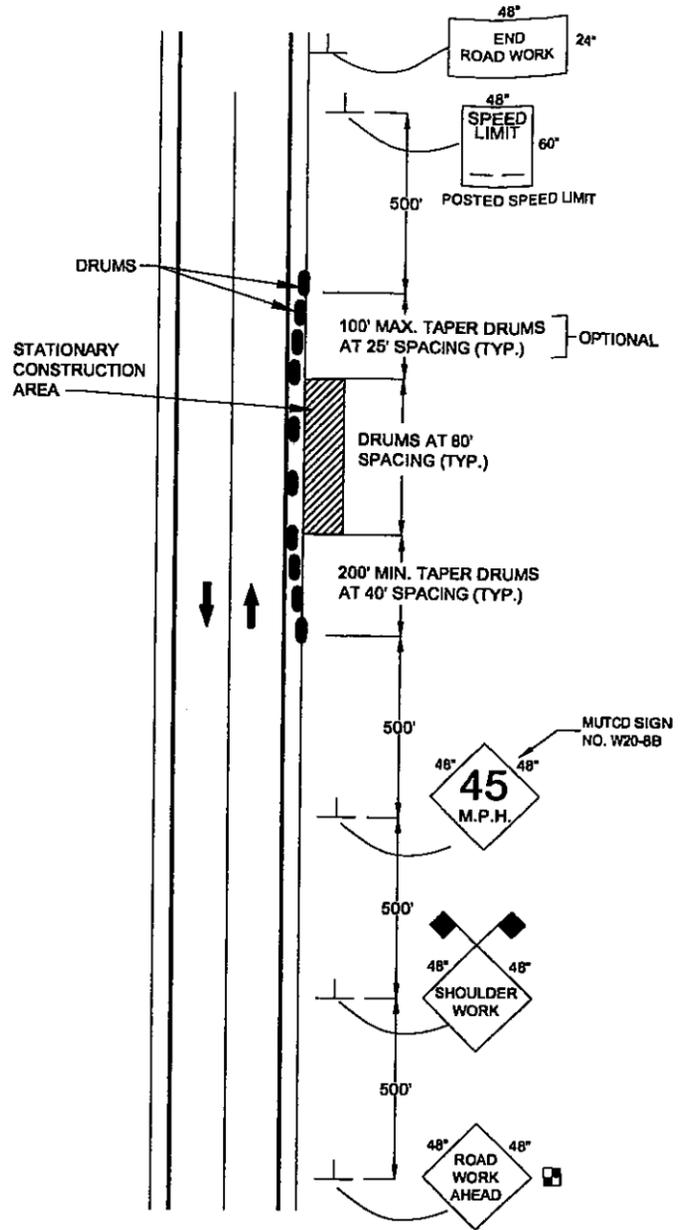
PROJECT TITLE
**RIVER RIM RANCH
DIVISION II - PHASE I
TETON CO., IDAHO**

PROJECT NUMBER
05-003
DRAWING NUMBER
R2.04



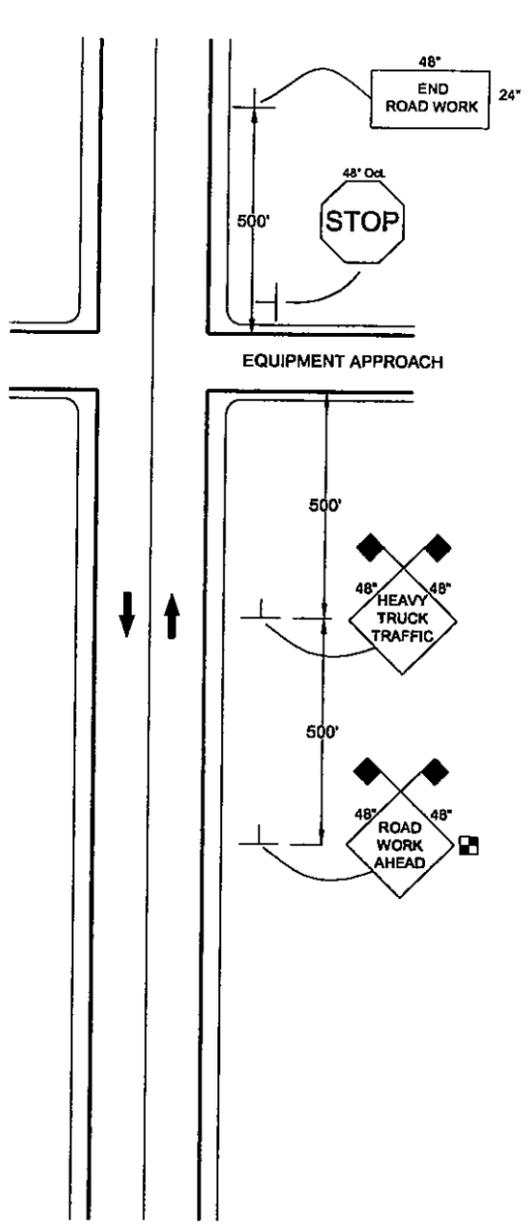
NOTE: RECOMMENDED WHERE WORK IS CONFINED TO AN AREA GREATER THAN 15 FT FROM THE EDGE OF THE TRAVELED WAY

◆ CONSTRUCTION OPERATIONS BEYOND THE SHOULDER



NOTE: RECOMMENDED WHERE WORK IS CONFINED TO AN AREA 15 FT OR LESS FROM THE EDGE OF THE TRAVELED WAY

◆ CONSTRUCTION OPERATIONS ADJACENT TO HIGHWAY



◆ EQUIPMENT CROSSING STOP CONTROL

- ◆ TYPICAL APPROACH SIGNING SIGN FOR BOTH DIRECTIONS (SIGNS FOR ONE DIRECTION OF TRAVEL ONLY)
- ◻ ONLY NEEDED IF THERE ARE NO 'ROAD WORK AHEAD' SIGNS WITHIN 1 MILE, OR IF IT IS OUTSIDE THE REGULAR CONSTRUCTION AREA

NOTE: ALL TRAFFIC CONTROL MEASURES ASSOCIATED WITH THE STATE HIGHWAY SHALL BE REVIEWED AND APPROVED BY THE IDAHO TRANSPORTATION DEPARTMENT.

THESE TYPICAL TEMPORARY CONSTRUCTION TRAFFIC CONTROL DETAILS ARE PROVIDED ONLY FOR THE CONTRACTOR'S CONVENIENCE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT, INSTALLATION, AND MAINTENANCE OF TEMPORARY TRAFFIC CONTROL IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

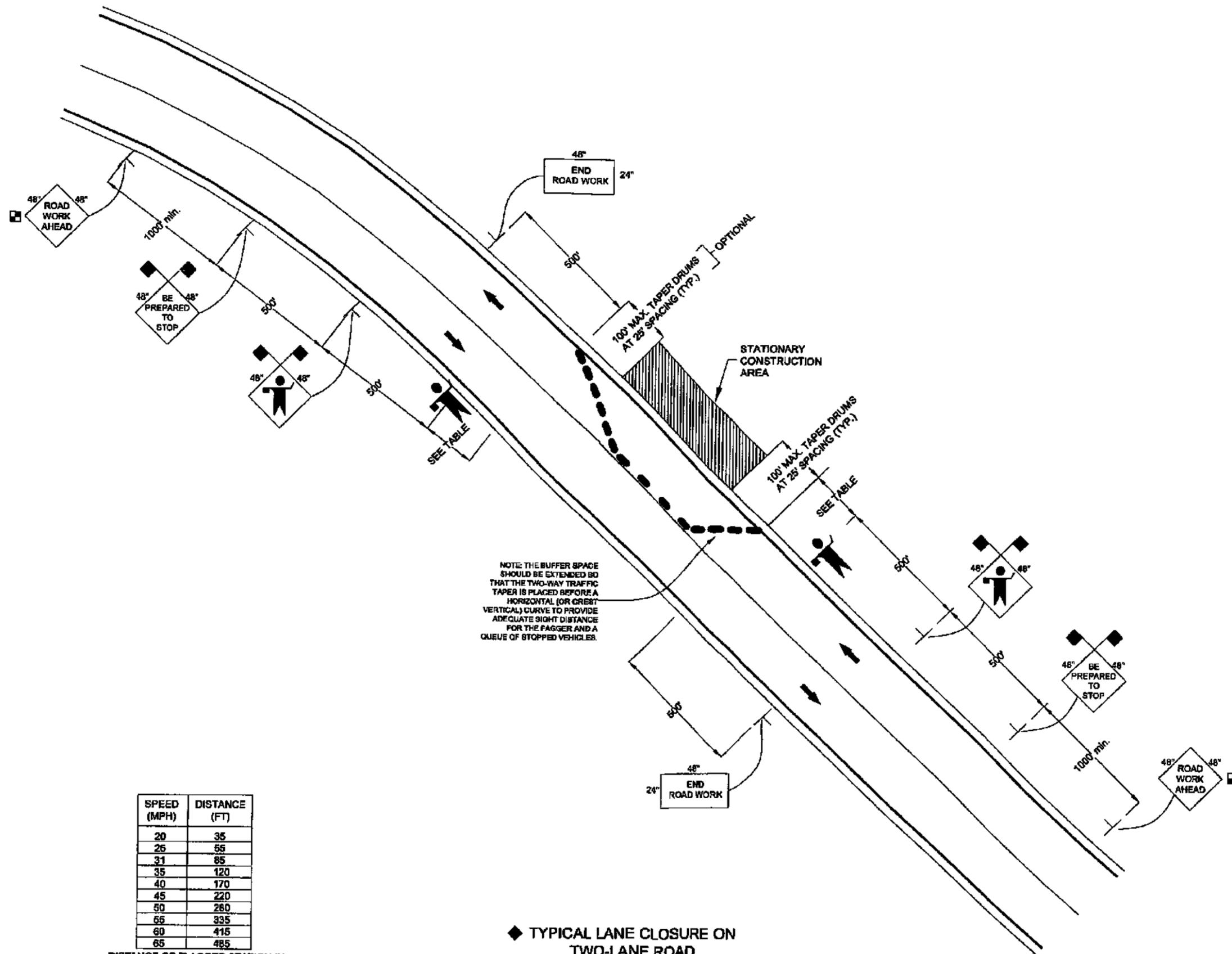
Prepared By: inc
 Date: 10/20/06
 Rev. Date: 10/20/06

RENDEZVOUS ENGINEERING, P.C.
 P.O. BOX 4868 JACKSON, WYOMING 83001
 26 SOUTH GROS VENTRE STREET
 PHONE - 307.733.6262 FAX - 307.733.2334

DRAWING TITLE:
TEMPORARY CONSTRUCTION TRAFFIC CONTROL PLAN

PROJECT TITLE:
RIVER RIM RANCH DIVISION II PHASE I TETON CO., IDAHO

PROJECT NUMBER:
05-003
 DRAWING NUMBER:
R2.05



DISTANCE OF FLAGGER STATION IN ADVANCE OF THE WORK SPACE

Prepared By: arc
 Date: 10/20/00
 Rev. Date: 10/20/00

RENDEZVOUS ENGINEERING, P.C.
 P.O. BOX 4858 JACKSON, WYOMING 83001
 25 SOUTH GRAND AVENUE SUITE
 PHONE - 307.733.8282 FAX - 307.733.2354

DRAWING TITLE:
**TEMPORARY CONSTRUCTION
 TRAFFIC CONTROL PLAN**

PROJECT TITLE:
**RIVER RIM RANCH
 DIVISION II PHASE I
 TETON CO., IDAHO**

PROJECT NUMBER:
05-003
 DRAWING NUMBER:
R2.06

ITD 2109 (Rev. 09-06)
itd.idaho.gov

Right-Of-Way Encroachment Application and Permit Approaches and Other Encroachments



Project Number (From ITD Highway Plan)			Application Date September 27, 2007		Number of Encroachments 1		Permit Number 06-08-032	
Route Highway 33	Segment Cozyed	C/L Milepost 125.9	Right <input checked="" type="checkbox"/> Left <input type="checkbox"/>		Right <input type="checkbox"/> Left <input type="checkbox"/>		Access Control Type (I-V) 1	
City and/or County Teton County, Idaho (north of Teton)			Township; Range; Section Township 6N, Range 44E, Section 9		Roadway Type (Urban, Rural) Rural		Number of Lanes 2	
Median Type (Raised, Painted, etc.) None	Traffic Impact Study Required <input type="checkbox"/>	Appraisal Required <input type="checkbox"/>	Application Fee \$ 50.00	Inspection Fee (If Req'd) \$	Performance Bond (If Req'd) \$			

Encroachment Type (When permitting multiple encroachments, attach additional sections on Page 3)

Approaches	New Approach <input checked="" type="checkbox"/>		Existing Approach Modifications (Select all that apply) Location <input type="checkbox"/> Width <input type="checkbox"/> Use <input type="checkbox"/>		Approach Width (Without Flares) 30' wide		Culvert (If Required) Length 60' Diameter 24"	
	Approach Type: SF Residential <input type="checkbox"/> MF Residential <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Agricultural <input type="checkbox"/> Joint Use <input type="checkbox"/>							
	Distance From Nearest Approach (both directions, both sides of roadway) - Show on Plan						Approach Volume Vehicle Trips Per Day 1,000	
	Sight Distance Right (ft) _____ Left (ft) _____ Posted Speed 65			GPS Coordinates Latitude 111° 16' 29" Longitude 43° 51' 04" Elevation (ft) 6,130				
	Remarks (Attach additional sheets if needed) Turn out will serve commercial area being developed to in turn serve the River Rim subdivision							

Other Encroachments	Specify Type (i.e.: Landscaping, Benches, Bus Turnout, etc.) None
----------------------------	--

Include the following:

1. A completed Encroachment Checklist, applicable ownership documents, multiple approach permit sheets.
2. Written authorization from the owner or signature of joint user (when required).
3. Plans or drawings (3 sets) showing proposed work, approach locations, drainage details, landscaping, striping plans, and traffic control. (Include department roadway alignment or project plans when available.)
4. Special Provisions, Traffic Control Plans, Environmental documents and any other required permits.

I certify that I am the owner or authorized representative of the property to be served and request permission to construct the above facilities within the State Highway Rights-of-Way in accordance with the general provisions specified on page 2 of this form and any special provisions or plans made a part of this permit. I further certify that I have obtained and provided a copy to the Idaho Transportation Department (ITD) of all other required governmental approval to perform the work authorized under this permit.

I further understand that this permit shall be void if all work has not been completed within one year of permit issuance and a final inspection and approval from ITD has not been obtained.

Owner's Name (Printed) West Rim LLC		Address PO Box 337		City Tetonia		State ID		Zip 83452	
Owner's Signature 				Phone Number (208) 456-8300		Fax Number Same			
Authorized Representative or Joint User (Printed) Rendezvous Engineering, P.C.		Address PO Box 4858		City Jackson		State WY		Zip 83001	
Authorized Representative or Joint User's Signature 				Phone Number MIKE PIKER (307) 733-5252		Fax Number (307) 733-2335			

Subject to all terms, conditions, and provisions shown on this form or attachments, permission is hereby granted to the above-named applicant to perform the work described.

Local Government Approval When Required				Department Approval	
Signature	Title	Date	Signature	Issue Date 11/15/07	

Note: Permit will be considered Temporary until final inspection and approval by a department representative.

TD 2109 (Rev. 09-06)

General Provisions

- During the progress of all work, traffic control devices shall be erected and maintained as necessary or as directed for the protection of the traveling public. All traffic control devices shall conform to the most current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as adopted by the state (ITD). Equipment or materials within the highway right-of-way shall be delineated and protected at all times with appropriate approved traffic control devices.
- By signing this permit, the permittee, his designated representative or successors, agree to indemnify, save harmless, and defend regardless of outcome ITD from the expenses of and against all suits or claims, including costs, expenses, and attorney fees that may be incurred by reason of any act or omission, neglect, or misconduct of the permittee or its contractor in the design, construction, and maintenance of the work, which is the subject of this permit.
- Approaches shall be for the bona fide purpose of securing access and not for parking, conducting business, or servicing vehicles on the highway right-of-way.
- Any disturbance of the highway, right of way, and/or traffic control devices shall be restored to the satisfaction of ITD.
- If the work done under this permit interferes in any way with the drainage of the state highway, the permittee shall, at his sole expense, make such corrections as necessary or as directed by ITD.
- 6. Upon completion of the permitted work, all rubbish and debris shall be immediately removed from the work area to the satisfaction of ITD.
- All work herein permitted shall conform to current government and industry standards and be performed and completed to the satisfaction of ITD. The expense of any required supervision of work performed under this permit shall be borne by the permittee.
- This permit or privilege granted under ITD 2109 shall not be deemed or held to be an exclusive one and shall not prohibit the state from using any of its highways, streets, or public places or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered. ITD reserves the right to make at any time such modification, addition, repair, relocation, or removal of an existing encroachment(s) or its appurtenances or any encroachment(s) or subject(s) authorized by this permit within the highway right-of-way as may be necessary to permit the relocation, reconstruction, widening, and maintenance of the highway and/or to provide proper protection to life and property on or adjacent to the highway.
- Any modification, relocation, or removal required due in part to negligence of the permittee shall be made at the sole expense of the permittee. All such modifications, relocation, or removal by the permittee shall be done in such a manner as will cause the least interference with the traveling public or any of the state's work.
- 0. ITD may revoke, amend, amplify, or terminate this permit or any of the conditions herein enumerated if the permittee fails to comply with any of all of its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the approach, structure, or subject herein granted is not installed or operated and maintained in conformity herewith.
 1. The permittee shall maintain at its sole expense the encroachment for which this permit is granted.
 2. Inspection of the permitted work may be performed at any time to ensure compliance with the requirements of this permit. ITD shall be reimbursed by the permittee for any additional inspection required under the special provisions of this permit.
 3. The permittee shall furnish all material, labor, and equipment involved in the construction of the approach and its appurtenances. This shall include furnishing drainage pipe of a size specified on the permit (12-inch minimum), curb, gutter, concrete sidewalk, etc., where required. Materials and workmanship shall conform to current government and industry standards and are subject to inspection by ITD.
 14. No work shall commence until the permittee is given notice to proceed by an authorized representative of ITD. The permittee shall notify ITD five (5) working days prior to commencing the permitted work if work does not commence immediately upon notice by ITD.
 5. The original permit or a copy must be kept on the job site whenever work is taking place. Any modification, relocation, or removal of an encroachment or subject granted by this permit shall require a new permit prior to commencement of such work.

District Staff Review

Review	Reviewer	Date	Recommendation	
			Yes	No*
Design	Mason	11/5/07	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maintenance	Willard	11/5/07	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Planner			<input type="checkbox"/>	<input type="checkbox"/>
Right-of-Way			<input type="checkbox"/>	<input type="checkbox"/>
Traffic			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

Headquarters Staff Review

Permit # 11-0000

Review	Reviewer	Date	Recommendation	
			Yes	No*
Bridge			<input type="checkbox"/>	<input type="checkbox"/>
Design			<input type="checkbox"/>	<input type="checkbox"/>
Environmental			<input type="checkbox"/>	<input type="checkbox"/>
OHOS			<input type="checkbox"/>	<input type="checkbox"/>
Right-of-Way			<input type="checkbox"/>	<input type="checkbox"/>
Utilities			<input type="checkbox"/>	<input type="checkbox"/>

District Appeal Review

Review	Reviewer	Date	Recommendation	
			Approve	Deny*
DTE			<input type="checkbox"/>	<input type="checkbox"/>
DE			<input type="checkbox"/>	<input type="checkbox"/>

Headquarters Appeal Review

Review	Reviewer	Date	Recommendation	
			Approve	Deny*
HOSE			<input type="checkbox"/>	<input type="checkbox"/>
Hearing Officer			<input type="checkbox"/>	<input type="checkbox"/>
Director			<input type="checkbox"/>	<input type="checkbox"/>

Attach reason(s) for denial and/or recommendations



RENDEZVOUS ENGINEERING, P.C.

Civil Engineers and Planners in Wyoming and Idaho

RDZ Project No. 05-003

October 4, 2007

Idaho Transportation Department – District 6
P.O. Box 97
Rigby, ID 83442-0997

Attn: Derk Williams
TTS Traffic

Re: River Rim Ranch – Highway Turning Lanes

Dear Derk:

Enclosed are design drawings and a traffic control plan for a new intersection at the River Rim Ranch project on State Highway 33, MP-125.9, as requested. All construction will be in conformance with the Idaho Standards for Public Works Construction, as well as the Idaho Transportation Department Standard Drawings.

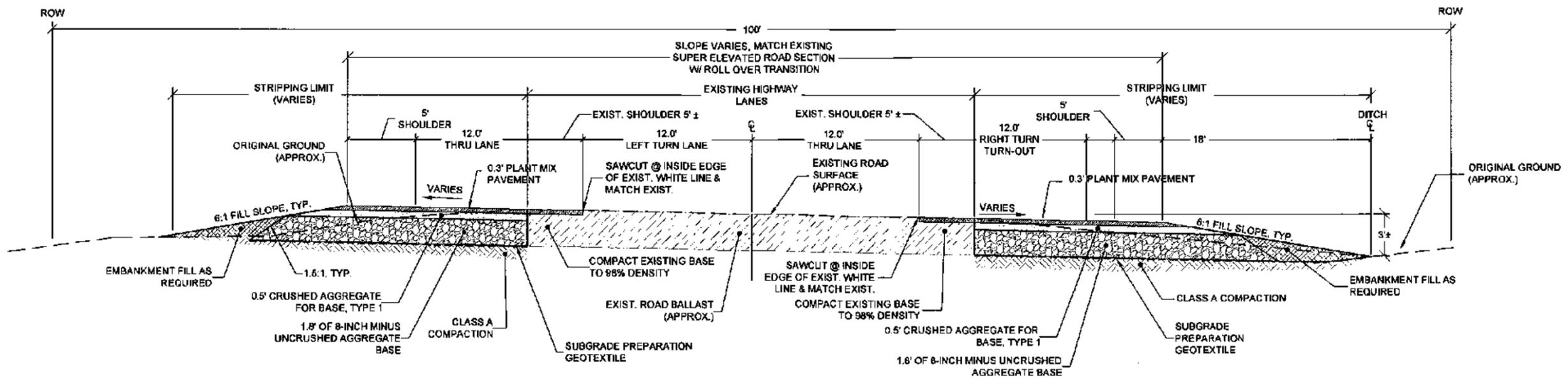
Please review these documents at your earliest convenience. If you require any additional information or further clarification, feel free to contact me at any time.

Sincerely,

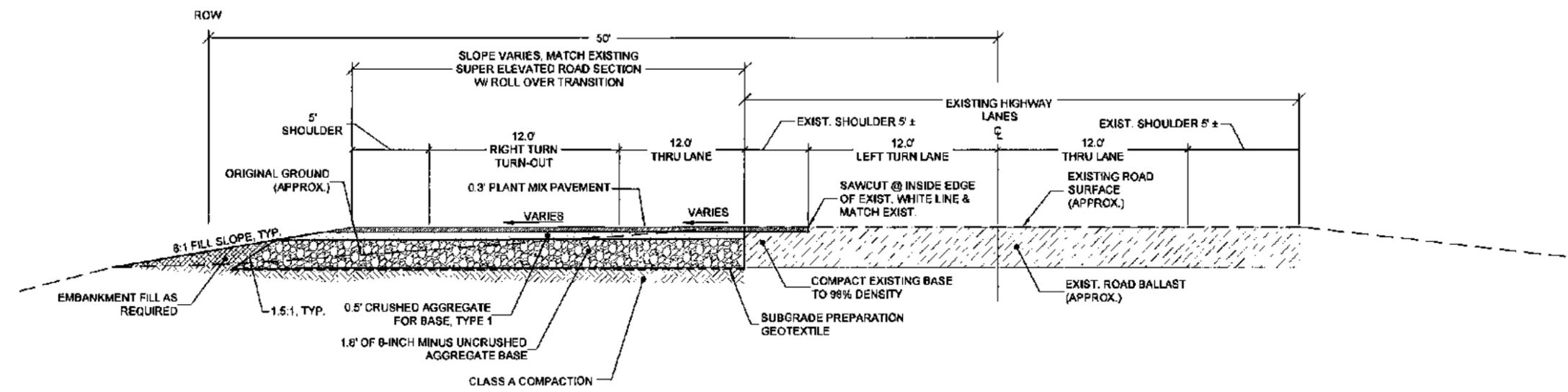
Michael Piker
RENDEZVOUS ENGINEERING, P.C.

Attachments: 11x17 Intersection Design Drawings and Traffic Control Plan

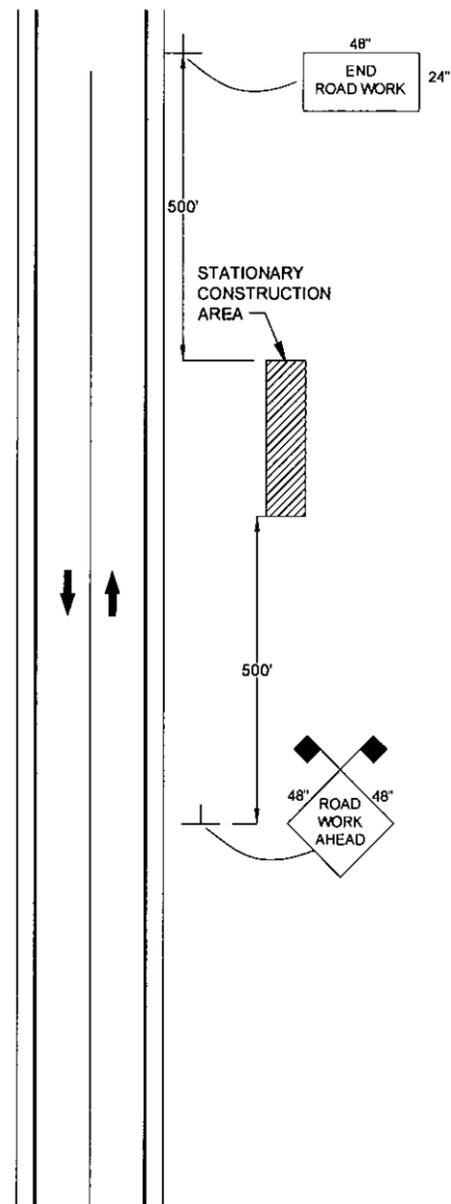
cc. David Owen, Owen-PC Construction
Robert T. Ablondi, P.E., Rendezvous Engineering, P.C.



**TYPICAL HIGHWAY 33
 NORTH BOUND TURNING LANES
 ROAD SECTION**
 N.T.S.

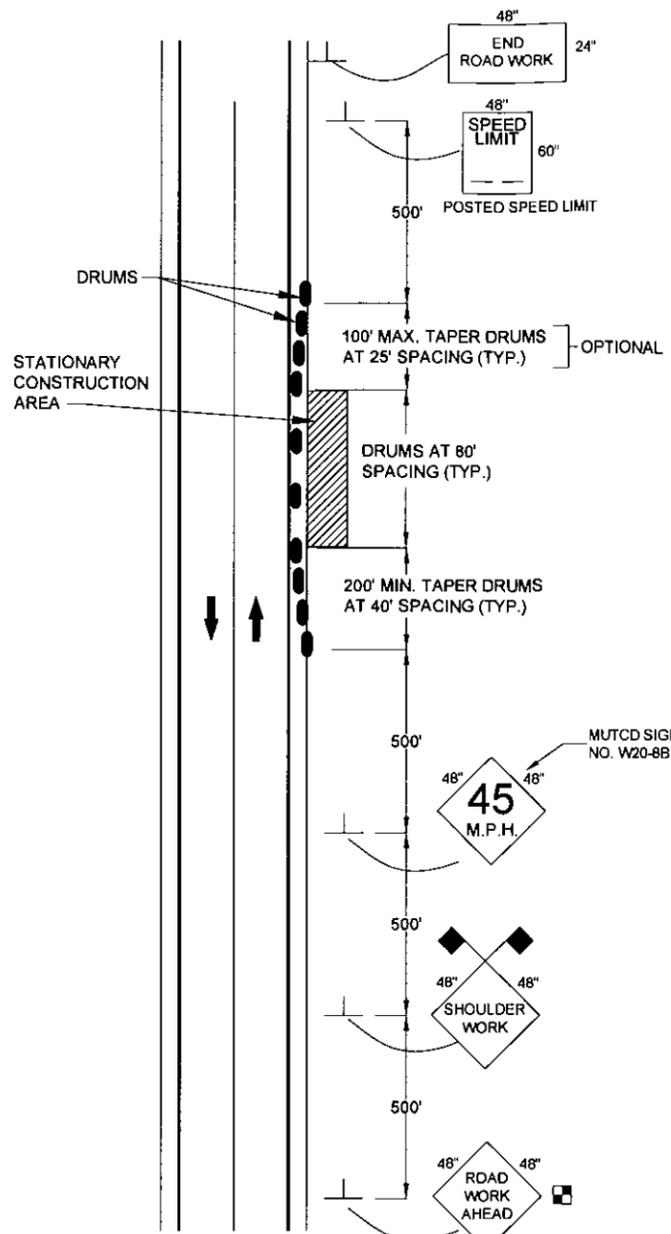


**TYPICAL HIGHWAY 33
 SOUTH BOUND TURNING LANES
 ROAD SECTION**
 N.T.S.



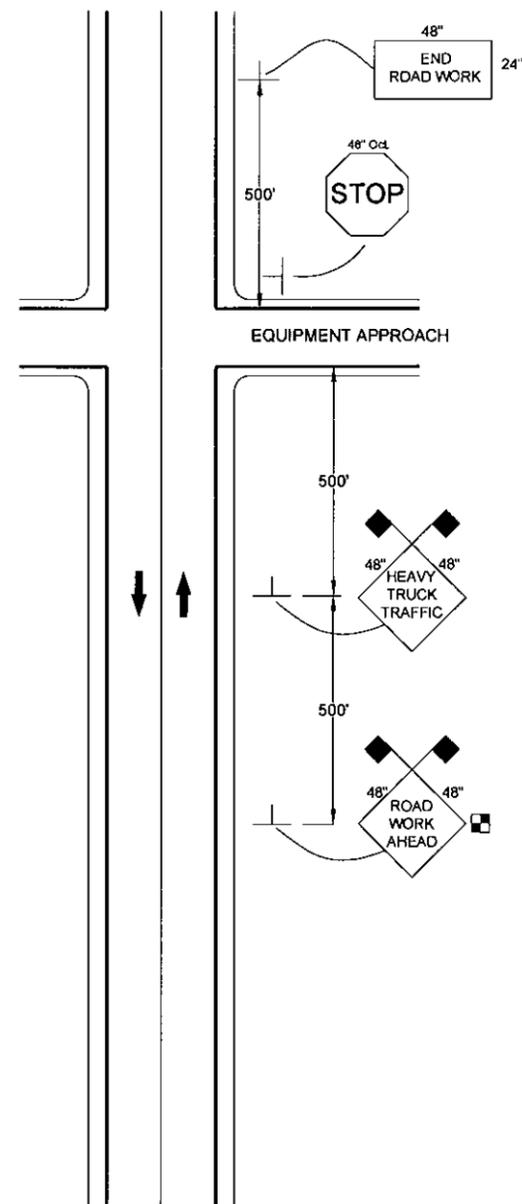
NOTE: RECOMMENDED WHERE WORK IS CONFINED TO AN AREA GREATER THAN 15 FT FROM THE EDGE OF THE TRAVELED WAY

◆ CONSTRUCTION OPERATIONS BEYOND THE SHOULDER



NOTE: RECOMMENDED WHERE WORK IS CONFINED TO AN AREA 15 FT OR LESS FROM THE EDGE OF THE TRAVELED WAY

◆ CONSTRUCTION OPERATIONS ADJACENT TO HIGHWAY



◆ EQUIPMENT CROSSING STOP CONTROL

◆ TYPICAL APPROACH SIGNING SIGN FOR BOTH DIRECTIONS (SIGNS FOR ONE DIRECTION OF TRAVEL ONLY)

☐ ONLY NEEDED IF THERE ARE NO 'ROAD WORK AHEAD' SIGNS WITHIN 1 MILE, OR IF IT IS OUTSIDE THE REGULAR CONSTRUCTION AREA

NOTE: ALL TRAFFIC CONTROL MEASURES ASSOCIATED WITH THE STATE HIGHWAY SHALL BE REVIEWED AND APPROVED BY THE IDAHO TRANSPORTATION DEPARTMENT.

THESE TYPICAL TEMPORARY CONSTRUCTION TRAFFIC CONTROL DETAILS ARE PROVIDED ONLY FOR THE CONTRACTOR'S CONVENIENCE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT, INSTALLATION, AND MAINTENANCE OF TEMPORARY TRAFFIC CONTROL IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

Prepared By: jrc
Date: 10/06/07

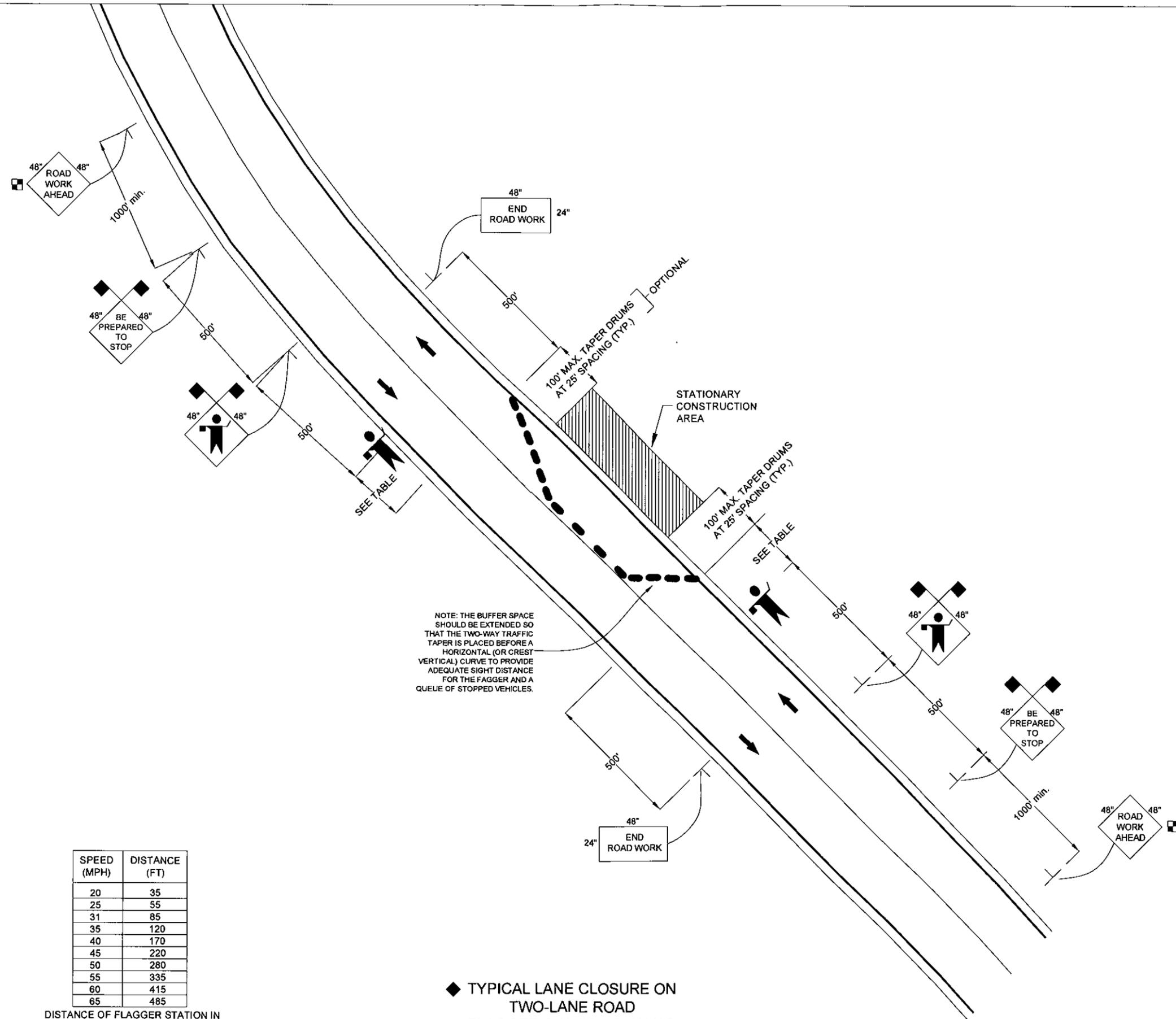
RENEZVOUS ENGINEERING, P.C.
P.O. BOX 4858 JACKSON, WYOMING 83001
25 SOUTH GROS VENTRE STREET
PHONE - 307.733.5252 FAX - 307.733.2334

DRAWING TITLE:
TEMPORARY CONSTRUCTION
TRAFFIC CONTROL PLAN

PROJECT TITLE:
RIVER RIM RANCH
DIVISION II PHASE I
TETON CO., IDAHO

PROJECT NUMBER:
05-003

DRAWING NUMBER:
R2.05



NOTE: THE BUFFER SPACE SHOULD BE EXTENDED SO THAT THE TWO-WAY TRAFFIC TAPER IS PLACED BEFORE A HORIZONTAL (OR CREST VERTICAL) CURVE TO PROVIDE ADEQUATE SIGHT DISTANCE FOR THE FLAGGER AND A QUEUE OF STOPPED VEHICLES.

SPEED (MPH)	DISTANCE (FT)
20	35
25	55
31	85
35	120
40	170
45	220
50	280
55	335
60	415
65	485

DISTANCE OF FLAGGER STATION IN ADVANCE OF THE WORK SPACE

◆ TYPICAL LANE CLOSURE ON TWO-LANE ROAD FLAGGER STATION SIGNING

Prepared By: JKC
Date: 10/20/07
Rev. Date:

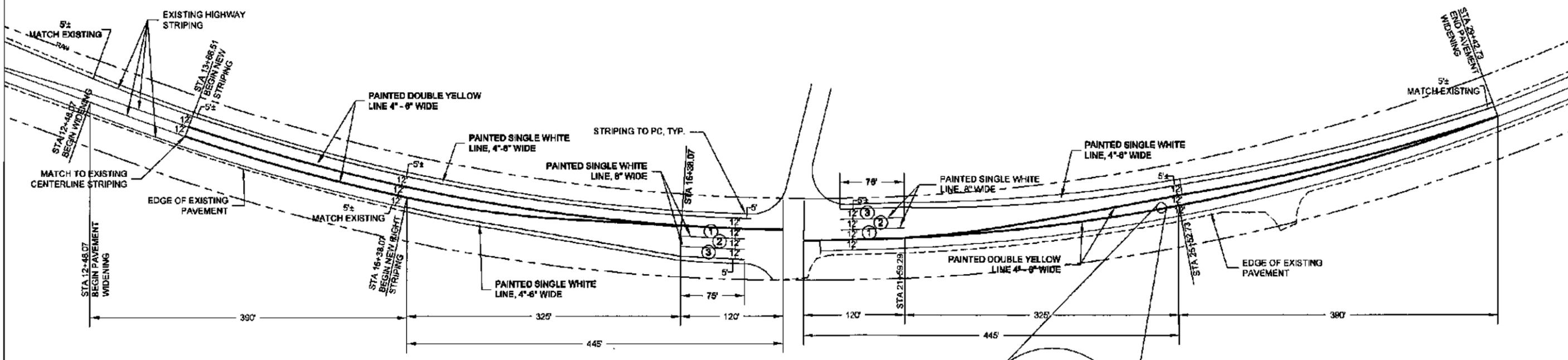
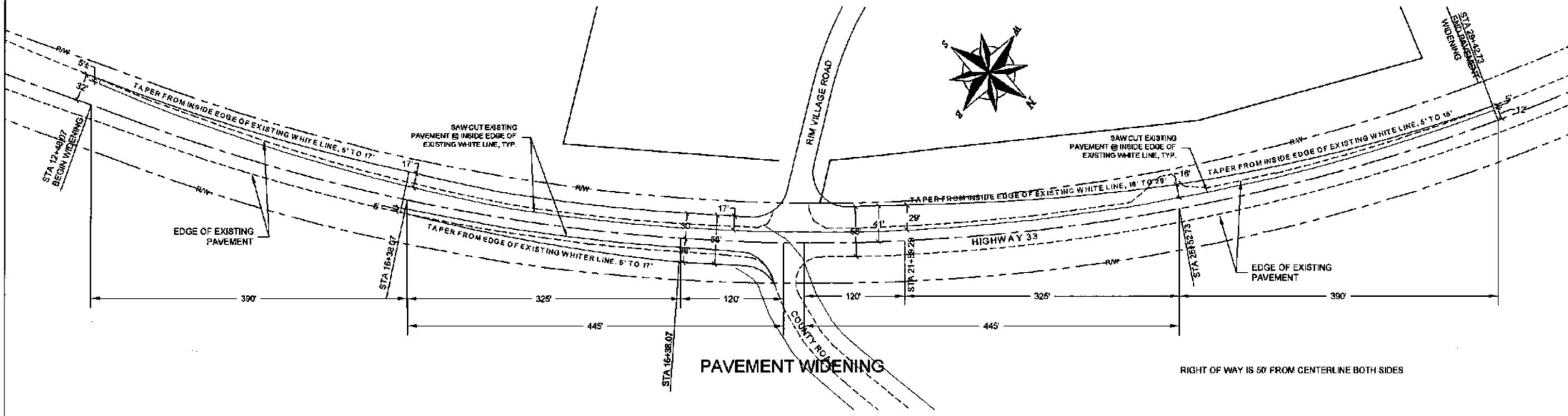
RENDEZVOUS ENGINEERING, P.C.
P.O. BOX 4858 JACKSON WYOMING 83001
25 SOUTH GROS VENTRE STREET
PHONE - 307.733.5252 FAX - 307.733.2334

DRAWING TITLE:
TEMPORARY CONSTRUCTION TRAFFIC CONTROL PLAN

PROJECT TITLE:
RIVER RIM RANCH DIVISION II PHASE I TETON CO., IDAHO

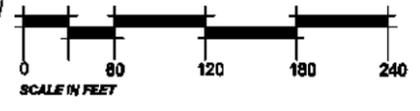
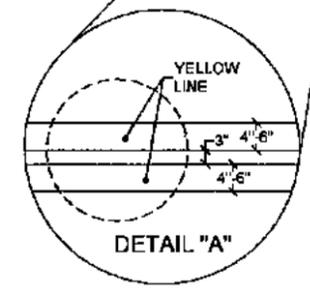
PROJECT NUMBER:
05-003
DRAWING NUMBER:
R2.06

STATE HIGHWAY 33 AND RIM VILLAGE ROAD ENTRANCE

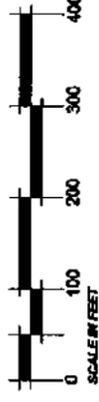


- NOTES:
 ① = 12' WIDE LEFT TURN LANE
 ② = 12' WIDE THRU LANE
 ③ = 12' WIDE RIGHT TURN LANE

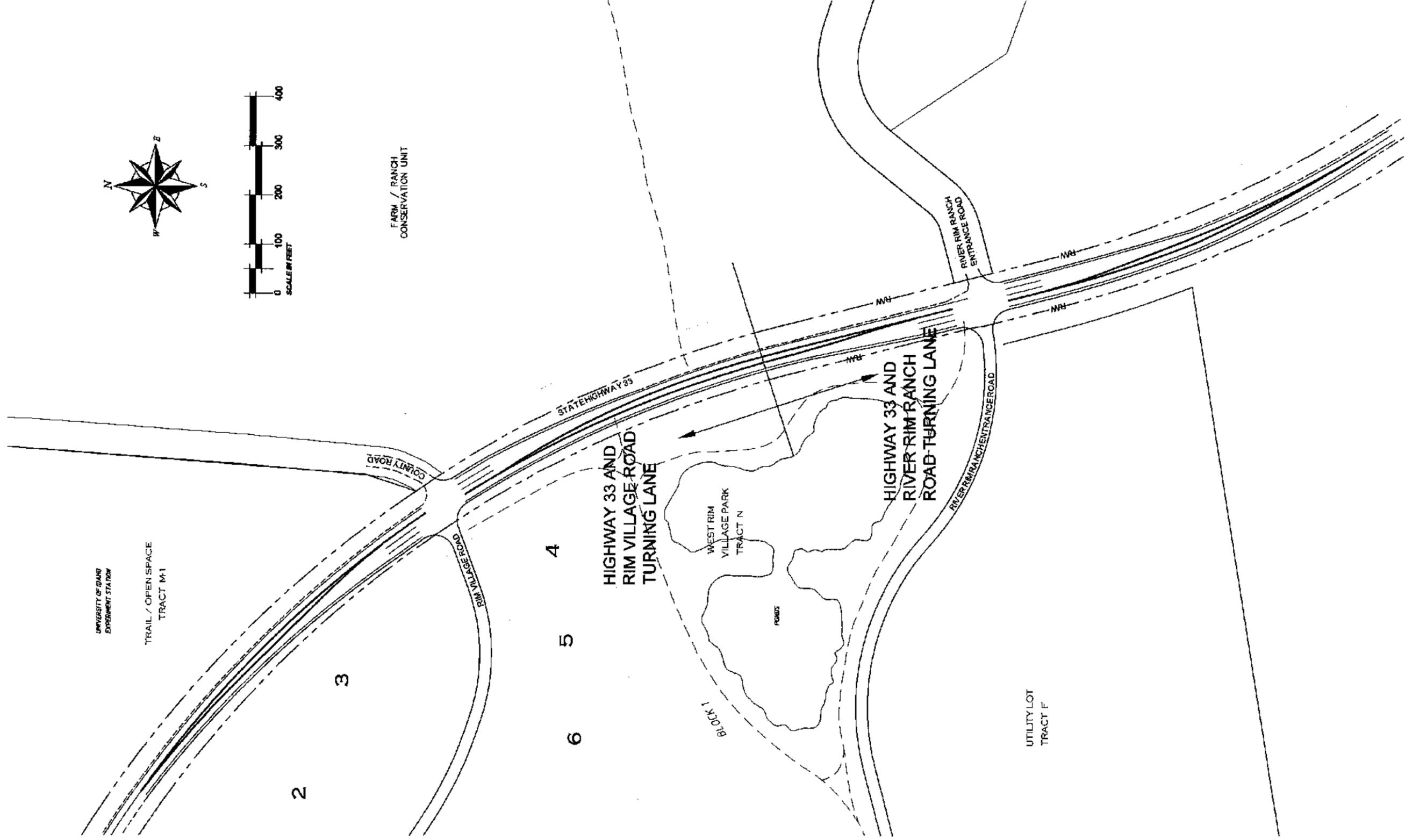
PAVEMENT MARKING



Prepared By: jsc	Checked: victory	Row: Dolar
RENDEZVOUS ENGINEERING, P.C. P.O. BOX 4688 JACKSON, WYOMING 83001 25 SOUTH CROSS VENTURE STREET PHONE - 307.733.8282 FAX - 307.733.2584		
DRAWING TITLE: ENTRANCE PLAN RIM VILLAGE ROAD HIGHWAY 33 TURNING LANES		
PROJECT TITLE: RIVER RIM RANCH DIVISION II PHASE I TETON CO., IDAHO		
PROJECT NUMBER: 05-003		
DRAWING NUMBER: R2.07		



FARM / RANCH
CONSERVATION UNIT



UNIVERSITY OF IDAHO
EXPERIMENT STA. ROW

TRAIL / OPEN SPACE
TRACT M-1

2

3

4

5

6

HIGHWAY 33 AND
RIM VILLAGE ROAD
TURNING LANE

BLOCK 1

WEST RIM
VILLAGE PARK
TRACT N

POND

HIGHWAY 33 AND
RIVER RIM RANCH
ROAD TURNING LANE

UTILITY LOT
TRACT F

PROJECT TITLE:
RIVER RIM RANCH
DIVISION II PHASE I
TETON CO., IDAHO

PROJECT
NUMBER:
05-003

DRAWING
NUMBER:
R2.07.1

DRAWING TITLE:
OVERALL ENTRANCE PLAN
RIVER RIM RANCH & RIM VILLAGE ROAD
HIGHWAY 33 TURNING LANES



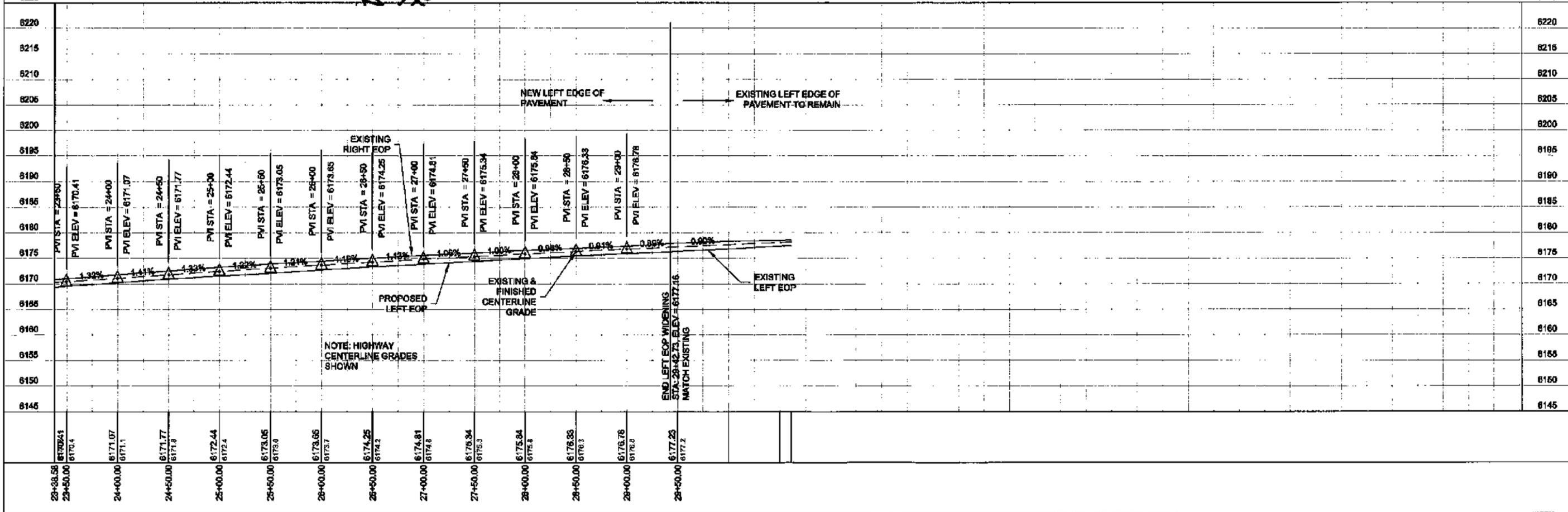
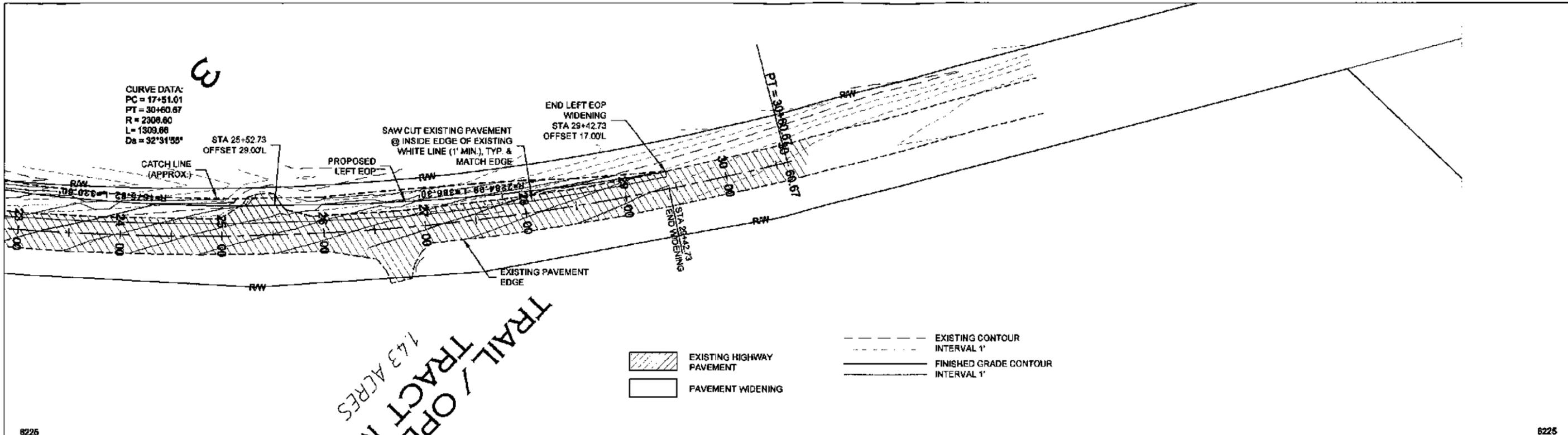
RENDEZVOUS ENGINEERING, P.C.

P.O. BOX 489 JACKSON, WYOMING 83001
25 SOUTH GROES VENTURE STREET
PHONE - 307.733.9332 FAX - 307.733.2594

Prepared By: JAC

Date: 10/20/07

Rev: Dale



NOTES - THIS SHEET

GENERAL NOTES

SCALE: 1" = 50' HORIZ.
 1" = 10' VERT.

PROJECT TITLE: RIVER RIM RANCH DIVISION II PHASE I TETON CO., IDAHO

PROJECT NUMBER: 05-003

DRAWING NUMBER: R2.09

DRAWING TITLE: HIGHWAY 33 RIM VILLAGE ROAD TURNING LANES STA 23+38 TO 29+42

RENDERZEVOUS ENGINEERING, P.C.
 P.O. BOX 4588 JACKSON, WYOMING 83001
 25 SOUTH OROS VENTURE STREET
 PHONE - 307.733.8282 FAX - 307.733.2334

Prepared By: JRC
 Date: 10/08/07
 Rev. Date:

“EXHIBIT I”
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 Planned Unit Development (this “Agreement”) is made this ___ day of _____, 2016, by and between Teton County (the “County”) and Big Sky Western Bank (the “Owner” which term shall include any successors and assigns of the Owner to the ownership of River 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. The Owner and the County hereby amend and restate the Prior Development Agreements into this Agreement. This Agreement shall supersede and replace the Prior Development Agreements. Provisions contained in the Prior Development Agreements that are no longer applicable are not included in this Agreement.

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

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

1. **Subdivision Description.** This Development Agreement pertains to and includes 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 Reinstatement.**
 - (1) The Lots/Units are restated as follows:
 - (A) Tract D. This tract will be converted from 45 chalet units to 48 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 48 hospitality suites in two structures (total of 96 suites with Tract D), which will feature a mixed use club village and “incidental commercial” uses to serve the River Rim community and Golf Course including:
 - Clubhouse/Golf Pro Shop/ Rental Shop
 - Restaraunt/Bar/Lounge/ Indoor-Outdoor Dining
 - Cart Barn/Storage/Multipurpose/Office
 - Reception Center/Check In/Property Management
 - Multi-purpose pavilion/Plaza/Lawn commons
 - Meeting Rooms / Conference Area
 - Wedding Pavilion/BBQ/Community Activity
 - Pool-Jaccuzzi area/Tennis Courts/Fitness Center

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

(C) Tract G. The Operation and Maintenance lot (“O&M lot”) will be converted from 3 single family residential lots back to the entitlements found in the 2006 Development Agreement and shall include golf cart storage, equipment storage and repair shop, landscape material storage and other operations specifically related to the operation and maintenance of the golf course.

(D) Block 6 (south) Lots 28 through 34, total of 6 units, shall be transferred to Tract E and this area vacated and converted to golf course and open space.

(E) Tract C. This tract is platted for 62 individual chalet units. These units may be individually owned residential units and / or hospitality suites associated with the guest facilities on Tract E.

(F) West Rim Village (Block 1). Reinstatement of the Bed and Breakfast with 30 Condominium Units found in the 2006 Development Agreement, which units are to be transferred to Tract E and converted to two bedroom hospitality suites. In addition to the uses currently permitted, the following “Incidental commercial” uses to Serve the River Rim community will include:

- Local Convenience General Store/Post Office
- Café /Coffe Shop
- Dry Cleaners / Fly Fishing Shop/ Pro Shops
- Multi-purpose Meeting/Conference Space
- Recreation Center
- Recreational Facilities including pool, spa, BBQ, gazebo, park area, wedding venue, patios, decks
- Employee Housing, maximum of 12 units and a maximum total of ___ square feet, maximum of two stories
- Additional General Storage for the residents of River Rim up to a maximum total of ___ square feet

- (b) **Exercise of Option to to construct golf course area (Tract J)**. The Owner is exercising its option to construct and reinstate the golf course area, which is open space Tract J (about 270 Acres) of Phase I in accordance with the provisions and guarantees found in the 2006 Development Agreement. The entire 18 holes of the golf course shall be finished by (*timing / phasing plan pending – subject to allowable uses and formal application*)
- (c) **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 be 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.
- (d) **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.
- (e) **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.

- (f) **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. **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.
4. **Building and Occupancy Permits.** Building permits and certificates of occupancy shall be issued by Teton County in accordance with Exhibit C of the Phasing Plan found in the 2014 Development Agreement.
5. **Public Benefits.** The following public benefits shall be provided:
- (a) Golf course, guest accommodations and other related facilities shall be open for public use.
6. **Density.** The modifications to density by phase are amended as more specifically described in **Exhibit D** attached hereto.
7. **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.
8. **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.
9. **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.

10. 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.

11. **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.
12. **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.
13. **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, 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

14. **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.
15. **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 found in the 2014 Development Agreement. 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.
16. **Golf Course – Open Space Area (Tract J).** The Golf Course – Open Space Area (Tract J), as shown on **Exhibit E**, will be managed by the Owner, Property Owners Association, subassociations, club operations or the private owners to whom title to such area is conveyed.
17. **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.

18. **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.
19. **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.
20. **Adjacent Neighbor Provisions.** Owner agrees to maintain a 200' separation from all building envelopes to adjacent property in Phases II-VI.
21. **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.
22. **Filing.** The Owner may record this Agreement in the office of the Teton County Clerk and Recorder.
23. **Binding on Successors.** This Agreement shall be binding, inure to the benefit of, and be enforceable by the parties hereto, their respective successors and assigns and runs with the land.
24. **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.
25. **Time is of the Essence.** Time is of the essence in the performance of all terms and provisions in this Agreement.

26. **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.
27. **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.
28. **Amendments.** All amendments to this Agreement shall be in writing and shall be approved by the Owner and the County.
29. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
30. **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.
31. **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.
32. **Attorney Fees.** Should any litigation be commenced between the Parties concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief 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)

:ss.

County of _____)

On this ____ day of _____, 2013, 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.

Notary Public for IDAHO

Residing at: _____

Commission expires: _____

(SEAL)

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