



A REQUEST FOR FINAL PLAT APPROVAL BY:
David & Daniel Bender,
FOR: Taylor Shadows Subdivision,
WHERE: East of Victor (Victor Cemetery Road)
Prepared for the Board of County Commissioners
Public Hearing of October 14, 2014

APPLICANT: David Bender
LANDOWNER: Daniel Bender

REQUEST: David and Daniel Bender are requesting final plat approval for a two (2) lot subdivision on a 13.93-acre lot. The two resulting lots will be 3.75 acres and 9.68 acres, with a 0.5-acre common area. The subdivision will utilize an existing driveway off of Victor Cemetery Rd.

APPLICABLE COUNTY CODE: Subdivision Preliminary Plat pursuant to Title 9, Chapter 3 Teton County Zoning Ordinance, (revised 5-12-2011); Teton County Comprehensive Plan (A Vision & Framework 2012-2030)

LEGAL DESCRIPTION: RP03N45E128850
Part of W ½ SE ¼ Section 12, Township 3N, Range 45E, B.M
LOCATION: Approx. 600 East Cemetery Rd.
ZONING DISTRICT: A-2.5, Borders Victor City (south), and Victor AOI (west)
PROPERTY SIZE: 13.93 acres
VICINITY MAP: The Bender property is on Victor Cemetery Rd. east of the cemetery.



PROJECT DESCRIPTION:

Daniel Bender owns a 13.93-acre parcel located east of the City of Victor on Victor Cemetery Rd. The site was previously platted for cemetery use; however, due to the difficult nature of digging graves on the property, the plat was abandoned and sold to Mr. Thompson (lot line adjustment). The parcel was then split off from the property to the north (Thompson property) in 2011, utilizing a one-time only lot split (#219995). In order to further divided this parcel, it must go through the subdivision process.

There is an existing driveway on the property, which will be improved for residential access. There is a 0.5-acre piece of land inside the driveway turnaround that the applicant would like to dedicate for common ownership by the two residential parcels. This 0.5-acre lot would be used for agricultural and/or septic uses.

PROJECT BACKGROUND:

David Bender submitted a completed application to the Teton County Planning Department on August 28, 2014.

The first step in the subdivision process is “Concept Review” (§9-3-2(B)). Because the property is completely in (WH) Wildlife Habitat Overlay, a public hearing before the Teton County Planning and Zoning Commission was required. The Concept Review was unanimously approved by the Planning Commission on April 8, 2014. The second step in the subdivision process is the “Preliminary Plat Phase” (§9-3-2(C)). On July 8, 2014, the Teton County Planning and Zoning Commission recommended approval, and on August 11, 2014, the Board of County Commissioners unanimously approved the preliminary plat.

The final step in the subdivision process is the “Final Plat Phase” (§9-3-2(D)). A public hearing is required and will act as a final review before the Board makes a decision to continue, approve, approve with conditions, or deny the subdivision application.

OVERVIEW OF FINAL PLAT APPROVAL:

The purpose of this review is to present the Board of County Commissioners the completed documentation as required by Title 9 for the final phase of the subdivision. This review will act as a final review before the Board makes a decision to continue, approve, approve with conditions, or deny the subdivision application. If the Board elects to amend the application, additional findings and reasoning shall be made in writing in accordance with state code. Otherwise the findings and reasoning should be contained in the Master Plan / Development Agreement / and Final Plat (amd. 06-05).

KEY ISSUES:

On September 16, 2014, we had a Development Review Committee (DRC) meeting with the Teton County Prosecutor (Kathy Spitzer), Teton County Building Official (Tom Davis), Teton County Fire Marshal (Earle Giles), AW Engineering (Arnold Woolstenhulme), Teton County Planning Administrator (Jason Boal), and Teton County Planner (Kristin Rader). From this meeting, the following key issues were identified:

- CC&Rs: Section 2.03 needs to match the Natural Resources Analysis so that animal corrals shall be kept in the common area. This was identified as a condition with the Preliminary Plat approval. After the meeting, the applicant updated the CC&Rs to match the BoCC motion from 8-11-2014.

- Road Plan: Earle Giles expressed concerns that parts of the road and driveway were not designed to County Standards. Specifically, he was concerned that the grade was greater than 10%, and the driveway was longer than 150 feet, so it would need additional turnarounds. He stated that their fire truck could not make it up the driveway to both parcels.

INTER-AGENCY AND DEPARTMENTAL REVIEW COMMENTS

Staff has not received any inter-agency comments at this time.

SPECIFIC REQUIREMENTS FOR PUBLIC HEARING NOTICE:

Idaho Code, Title 67; Section 67-6509, 67-6511, 67-6512, and Title 9, Section 3-2-(B-2) of the Teton County Zoning Ordinance. The public hearing for the Board of County Commissioners was duly noticed in the Teton Valley News. A notification was sent via mail to surrounding property owners within a 300-foot buffer area and many more people because anyone within a subdivision that has a lot within 300 feet of a project is also notified. A notice was also posted on the property providing information about the public hearing.

COMMENTS FROM NOTIFIED PROPERTY OWNERS & PUBLIC AT LARGE:

Staff has not received any written comments from the public.

CONSIDERATION OF APPROVAL:

With their decision, the Board shall make written findings with respect to the items required with the submission of the application and the following:

- a. Previously approved conditions have been met,
- b. Any exception to otherwise applicable restrictions shall be identified with reasons to support the exception,
- c. The subdivision is consistent with the public health, safety, and welfare of the county,
- d. The subdivision is consistent with all applicable provisions of the Teton County Code Titles 8 and 9, and
- e. The required information in the application has been verified and correct.

Additional written findings are not necessary where the public documents or records of the public hearing already provide a written record.

RECOMMENDED CONDITIONS OF APPROVAL

- Compliance with all local, state, and federal regulations.
- Compliance with Teton County Driveway Standards.
- Compliance with Teton County Dark Sky Ordinance
- Signs, if desired, comply with Title 13 Section 7 of the Teton County Code.
- Compliance with Teton County Bear Conflict Prevention Standards.
- Compliance with the Mitigation and Land Management Plans identified in the Natural Resource Analysis.
- Obtain proper permits and approval from the Teton County Planning & Building Department when development occurs.

BOARD OF COUNTY COMMISSIONERS' ACTION:

A. Approve the Final Plat, with the recommended conditions of approval listed in this staff report, having provided the reasons and justifications for the approval.

B. Approve the Final Plat, with modifications to the application request, or adding conditions of approval, having provided the reasons and justifications for the approval and for any modifications or conditions.

C. Deny the Final Plat application request and provide the reasons and justifications for the denial.

D. Continue to a future BoCC Public Hearing with reasons given as to the continuation or need for additional information.

PLANNING STAFF RECOMMENDATIONS:

The Planning Staff recommends ACTION A, APPROVE the Final Plat, with the recommended conditions of approval listed in this staff report, having provided the reasons and justifications for the approval.

Staff suggests the following motion could state a finding of fact and conclusion of law if a Commissioner wanted to approve the application:

Having concluded that all the Criteria for Approval of a Final Plat found in Title 9-3-2-C can be satisfied with the inclusion of the recommended conditions of approval, and having found that the considerations for granting the Final Plat Approval to Mr. Daniel and David Bender can be justified and have been presented in the application materials, staff report, and presentations to the Teton County Board of County Commissioners,

- and having found that the proposal is generally consistent with the goals and policies of the 2012-2030 Teton County Comprehensive Plan,
- I RECOMMEND APPROVAL of the Final Plat for Taylor Shadows subdivision as described in the application materials submitted August 28, 2014 and as supplemented with additional applicant information attached to this staff report.

Prepared by Kristin Rader

Attachments:

- Application
- Development Agreement
- CC&R's
- Final Plat/Master Plan
- Erosion Plan
- Road Construction Drawings
- Notification letter to Adjacent Property Owners
- DRC meeting notes
- Natural Resource Analysis

End of Staff Report



TETON COUNTY
PLANNING & ZONING
AUG 28 2014
RECEIVED

NAME OF SUBDIVISION/PLANNED UNIT DEVELOPMENT

FINAL PLAT & MASTER PLAN

SUBDIVISION/PLANNED UNIT DEVELOPMENT APPLICATION

The Final Plat is the last of three steps in the development process. Upon receipt of the required materials the planning staff shall stamp the application received and prepare a staff report. Once the Planning Administrator has reviewed the staff report and deemed the application complete a public hearing will be scheduled with the Board of County Commissioners. It is recommended that the Applicant review Titles 6, 8 and 9 of the Teton County Code prior to submittal. These Titles 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: DANIEL S. BENDER 4417 FORGE ROAD BOZEMAN, MT 218
 Applicant: DAN BENDER E-mail: dbender99@yahoo.com
 Phone: (208) 821-8880 Mailing Address: 130 ALPINE TRAIL
 City: VICTOR State: ID Zip Code: 85455
 Engineering Firm: MW ENGINEERING Contact Person: ARACED Phone: (208) 787-2952
 Address: 255 S. MAIN ST. VICTOR ID 83858 E-mail: araceng@ida.net

Location and Zoning District:
 Address: OFF VICTOR Cemetery Rd Parcel Number: RPO3N 45E 12J350
 Section: 12 Township: 3N Range: 45E Total Acreage: 13.93 ac
 Proposed Units/Lots: 2 Proposed Open Space Acres: .44 ac
 Proposing a Subdivision Zoning: A 2.5 A 20
 Proposing a Planned Unit Development Planned Community Rural Reserve

- Latest recorded deed to the property
- 30% of total base fee (see current fee schedule)
- Platting process expires on _____
- Preliminary Plat and required materials approved by Planning and Zoning Commission on _____
- Affidavit of Legal Interest
- Engineer/Surveyor review

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: [Signature] Date: 8-21-2014

I, the undersigned, am the owner of the referenced property and do hereby give my permission to [Signature] 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: [Signature] Date: 8-18-2014

SECTION II: ITEMS REQUIRED ON THE MASTER PLAN AND FINAL PLAT DOCUMENTS

1. Eight (8) copies of the Final Plat (3 (18" X 27") (5 (11" x 17")):
The Final Plat is labeled as "Final Plat" and "Development Name" is in the lower right hand corner
 - * Section(s), Township, Range
 - * Approved development name is shown
 - * Vicinity Map
 - * Accurate scale
 - * Certificates of approval:
 - o Assessor
 - o Treasurer
 - o Fire Marshall
 - o Planning and Zoning Commission, Chairperson
 - o Recorder Certificate
 - o Board of County Commissioners, Chairperson
 - o Certificate of Surveyor
 - o Certificate of Review Surveyor
 - o Certification of the sanitary restrictions on the face of the plat as per Section 50-1326 of the Idaho Code.
 - o Certificate of accuracy and workability of water rights distributions and conveyance system to be signed by a land surveyor or engineer registered under the laws of the State of Idaho.
 - o Owner's Dedication
2. Eight (8) copies of the Master Plan (3(18" X 27") (5(11" x 17")) labeled as "Master Plan" and "Development Name":
 - * Indicate total acres, acres of ROW, total lot acres, open space acres, number of lots/units, as applicable
 - * Setbacks
 - * Zoning District
 - * Section(s), Township, Range
 - * Approved development name is shown
 - * Vicinity Map
 - * Accurate scale
 - * "Located" Building Envelopes
 - * Well, septic, hydrant locations, as applicable
 - * Other Facilities, as applicable

SECTION III: CHECKLIST OF REQUIRED ITEMS FOR FINAL PLAT

This section contains the checklist of items necessary to fulfill the requirements for approval of the subdivision application.

- * Draft 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

SECTION IV: CHECKLIST OF REQUIRED ITEMS FOR RECORDING

This section contains the checklist of items required for recording of the subdivision plat and documents.

- Three mylar copies of the Final Plat Plan with approval signatures
- Three mylar copies of the Master Plan with approval signatures
- Development Agreement including engineers cost estimate of public improvements
- Covenants and Restrictions
- Financial Surety (Letter of Credit or Bond)
- Dwg format of Final Plat/Master Plan on CD (required to record)
- Road donations (voluntary)
- Reconciliation of all fees:
 - o Per lot fees
 - o Engineering/surveyor review fees

SECTION V: STAFF SUMMARY

* Required Notification in accordance with Title 67, Chapter 65: Section 6509 of the Idaho Code

This hearing has been duly noticed in the Teton Valley News and notification shall be via mail to surrounding property owners in accordance with Idaho Code 67-6509 and 67-6511.

* Ordinance and standards used to the evaluation of this application

This subdivision application is being reviewed under provisions of Titles 6, 8 and 9 of Teton County, Idaho, as applicable.

SECTION VI: BOARD OF COUNTY COMMISSION ACTION

Reasons for Approval – Denial – Continuance:

This application is scheduled for a public hearing on _____ 200__ with the Teton County, Idaho Board of County Commissioners. This hearing shall be duly noticed in the Teton Valley News and notification shall be via mail to surrounding property owners in accordance with Idaho Code 67-6509 and 67-6511. At this hearing the Board of County Commissioners shall consider public comment.

Approved or Denied on this the _____ day of _____ 200__.

Chairman

AUG 28 2011

RECEIVED

Recording Requested By and
When Recorded Return To:

Planning Administrator
Teton County Planning Department
150 Courthouse Drive, Ste. 107
Driggs, Idaho 83422

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT
FOR TAYLOR SHADOWS SUBDIVISION (or PUD)

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20 ____, by and between DAN BENDER and/or assigns (hereafter "Developer") and Teton County Idaho, a political subdivision of the State of Idaho (hereafter "County").

WHEREAS, the Subdivision was approved under the _____, 20 ____ Teton County Code.

WHEREAS, it is the intent and purpose of the Developer to meet the conditions of approval for the final plat allowing the creation of Taylor Shadows Subdivision, as approved by the Board of County Commissioners of Teton County on _____, 20 ____.

WHEREAS, the Developer is the sole owner, in law or equity, of certain Property located in the County, which Property is hereinafter referred to as the "Development".

WHEREAS, it is the intent and purpose of the Developer and the County to enter into this Agreement that will guarantee the full and satisfactory completion of the required Improvements on the Property described in this Agreement and it is the intent of this Agreement and the parties to satisfy the Improvement guarantee requirements for the final plat recordation of the subdivision.

WHEREAS, the County has the authority to enter into a development Agreement for the construction of required Improvements associated with the Development.

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

Section 1. Definitions

- 1.1 **DEVELOPMENT:** The subject of this Agreement, which is designated and identified as Taylor Shadows Subdivision located on the Property described in Exhibit A in the jurisdiction of Teton County, Idaho. This definition shall include any and all future names or titles for Taylor Shadows Subdivision.

improvements and open space. The Developer shall notify the planning department in writing when the Homeowners Association is established and when the transfer of maintenance responsibility has occurred. A mailing address for future notifications shall also be provided.

Section 5. Off-Site Improvements. The Developer shall construct all off-site Improvements shown on the recorded Improvement Plans for N/A following the design, engineering, and standards of the agency responsible for the Improvement(s). Off-site Improvements shall be included in the engineer's cost estimate requirements as set for in Section 2 of this Agreement. Developer may seek pro-rata compensation for these off-site Improvements as provided for in Title 9 of the Teton County Code and Section 41 of this Agreement.

Section 6. Building Permits. No lots or units may be offered for sale or sold (warranty deeds transferred) prior to recordation of the final plat which shall be approved upon completion of improvements according to the Improvement Plan. The fire protection, including all weather road(s), shall be operational per the Fire District's inspection and written approval, and street signs installed, before any building permit shall be issued by the County. Furthermore, no certificate of occupancy for residential units shall be given until all Improvements have been completed and accepted in writing by the County.

Section 7. Schedule for Commencement and Completion of the Improvements. The Developer shall commence construction of the Improvements for Phase One within N/A years after the recording of the approved final plat, and will complete construction of the Improvements within N/A years after commencement of construction of such Improvements. Subsequent phases shall complete the Improvements no later than N/A years from the effective date of the Development Agreement for each phase. The Developer may be allowed extensions of time beyond the commencement or completion date for unavoidable delays caused by strikes, lockouts, acts of God, or other factors beyond the control, and ability to remedy, of the Developer upon application and granting of such request by the Board of County Commissioners. However, except for extensions for commencement of Improvements allowed for such unavoidable delays, if Developer does not commence construction of the Improvements within 0 years of recording of the final plat, the Developer will lose its approvals and entitlements for N/A and will have to reapply for approval for any planned unit development or subdivision under the then current County subdivision ordinance. If the developer does not complete construction of the Improvements by N/A, 20_____, the Developer will lose its approvals and entitlements and will have to reapply for approval under the then current County subdivision ordinance. The County may choose to use the posted surety to complete the Improvements if the developer has not done so and there is a public benefit to having the Improvements complete.

Section 8. Future Phases. The Developer and County acknowledge that Phase Two and all subsequent phases of N/A will require approval by the Teton County Planning Administrator demonstrating that the plan for that phase is in substantial accordance with the approved and recorded Master Plan for the Development as defined in Teton County Code 9-3-5-C and D. Final plat submittals for future phases shall require review by the Planning Administrator and approval by the Board of County Commissioners, as long as the final plat of the future phase conforms to such Master Plan. If the Teton County Planning Administrator determines that the final plat of the future phase does not conform to the Master Plan, the Developer shall comply with Teton County Code 9-3-2 (D-8) and 9-3-2 (D-9) (as amended 11/14/2008).

Section 9. Request for Additional Phases. Any request to the County for additional phase(s) shall be made at the same time the application is made for the final plat.

Section 10. Extensions of Time. The Developer may be allowed extensions of time for commencement of construction, or for beyond the completion date, for unavoidable delays such as those caused by strikes, lockouts, acts of God, or factors beyond the control of the Developer. Application for extension shall be made on the Teton County "Development Agreement Extension Application" and shall address the criteria presented on that form and in Exhibit C, Extension Criteria. The Developer shall pay the fee associated with the request. Developer acknowledges and agrees that the Board of County Commissioners has the sole discretion to grant or deny a request for extension. The application for a development agreement extension must be submitted to the Planning Department before the expiration of the original development agreement.

Section 11. Construction Dates. The Developer reserves the right to commence construction of the Improvements any time after recording of the final plat, if weather conditions permit, and the obtaining of the financial security guarantee set forth in Section 19 hereof. The subdivision Improvements will be completed within 0 months after construction begins, and no later than _____, 20_____. The Developer will be solely and fully responsible for the supervision of subcontractors and timely completion of installation of the Improvements detailed in Exhibit B and the recorded Improvement plans. Phases of the Development will be constructed and completed no later than as shown below:

Phase	Start Date	Completion Date
One	N/A	
Two	N/A	

Section 12. Control of trash, weeds, dust, erosion, and sedimentation. The Developer shall be fully responsible for all dust abatement, erosion, sedimentation, weed, and trash control on the Property. Developer shall use best management practices and industry standards for control. Trash shall be contained at all times. Dumpsters and sanitary facilities are required on site during every phase of construction. Final bond installment shall not be released until all onsite trash is removed, construction rubble is leveled, lost soils are replaced, and disturbed areas are reseeded with native vegetation or planned landscaping. The responsibilities in this Section shall run with the land and they shall therefore apply before, during, and until completion of Improvements. This means that trash, weeds, dust, erosion, and sedimentation control on the Property will be fully the responsibility of the current owner of the Property

Section 13. Open Space Management Plan. The Developer shall provide a complete open space management plan that includes long term management and control of all open space areas on the Property. The plan must address weed control and include an annual survey of the Property to map weeds and methods to control those weeds.

Section 14. Permits. The Developer is responsible for obtaining all right-of-way, access, excavation, and other permits and approvals required by local, State, and Federal regulations.

Section 15. Inspection. Prior to construction of the Improvements, Developer shall have a pre-construction meeting with Teton County Planning and Engineering representatives, the Fire

Marshal for the Teton County Fire Protection District, and the Developer's engineer and contractor. The Developer's engineer shall make regular inspections and maintain control of the Development while it is under construction. Representatives of the County shall have the right to enter upon the Property at any reasonable time to inspect and to determine whether the Developer is in compliance with this Agreement. The Developer shall permit the County and its representatives to enter upon and inspect the Property at reasonable times. The Developer will not materially deviate from the recorded Improvement Plans without the prior written approval of the County Engineer, which approval will not be unreasonably withheld.

Section 16. Inspection Fees. *(this may or may not apply)* The Developer agrees to pay the inspection fees as required by N/A .

Section 17. Final Inspection and Approval of Improvements. The Developer shall notify the County when it believes that the Improvements have been fully and properly completed and shall request final inspection, approval and acceptance of the Improvements by the County. The County will provide prompt interim and final inspection of the Improvements when notified by the Developer of completion. The Developer must provide a signed and sealed letter from an engineer stating the roads have been built in accordance with the submitted road plans and meet or exceed county standards. In addition to the roads, the signed and sealed letter from the engineer shall certify that all Improvements are 100% completed according to Exhibit B and the recorded Improvement Plans. Upon inspection, the county shall give timely written acceptance of the Improvements or a written checklist of material deficiencies, such noted deficiencies shall be specific as to location and shall specify, in detail, the necessary corrective action to be taken by the Developer. Upon approval of the final inspection, the county shall give express written acceptance of the Improvements. After this written acceptance is received, the Developer shall record the record plat and will be able to sell lots in the development.

Section 18. As Constructed Plans. Prior to County inspection and approval of the Improvements in the Development, the Developer will file signed and sealed "As Constructed" Improvement Plans with the County Engineer, along with a letter of certification from a licensed engineer as to the accuracy of the corrected plans. Such "As Constructed" Improvement Plans shall show actual constructed location of all required Improvements.

Section 19. Warranty of the Improvements. The Developer warrants the prompt and satisfactory correction of all defects and deficiencies, for both materials and workmanship, in the Improvements that occur or become evident within two years for all open space and landscaping Improvements and one year for all other Improvements after acceptance of the Improvements by the County. If such defect or deficiency occurs or becomes evident during such period, then the Developer shall, within thirty (30) days after written demand by the County to do so, correct it or cause it to be corrected. If the defect or deficiency cannot be reasonably corrected within thirty (30) days after written demand from the County, the Developer shall commence the correction of the deficiency within the thirty (30) day period and proceed with reasonable diligence to correct the same or cause it to be corrected. The warranty provided by this Section shall be extended for a full year from the date of repair or replacement of any Improvements repaired or replaced pursuant to such demand.

Section 20. Financial Security Guarantee. In lieu of construction of the Improvements by the Developer during the period after County approval of the final plat and the final plat being recorded for each phase, as security to the County for the performance by the Developer of its obligations to complete the Improvements in accordance with this Agreement, the Developer shall,

prior to the commencement of construction of any Improvements, obtain financial security in one of the following three methods, in the sum of one hundred and twenty-five (125%) of the engineer's estimated costs for all Improvements, which engineer's cost estimate shall be revised and updated within ninety (90) days of securing the financial guarantee described in Section 1. Obtain from a County approved financial institution or approved private financier an irrevocable 12-month letter of credit with guaranteed 6 to 12 month extensions as needed until the public Improvements are completed and accepted by the County or 6 months after the expiration date of this Development Agreement; 2. Deposit into a Teton County escrow account funds in the form of a certified check or cash available for disbursement upon signatures by the Developer and Teton County. The County shall maintain any interest accrued. 3. Obtain a negotiable construction or development bond from a County-approved bonding company for the estimated length of time to fully complete the Improvements including acceptance by the County. The amount of the escrowed funds shall be released for the completed and approved portion of the scheduled Improvements on the subject Property by line item as described on the engineer's cost estimate in Exhibit B. If the County releases a portion of the escrowed funds, the County shall retain twenty five percent (25%) of the original escrowed amount. The Developer shall be limited to three partial releases of escrow per phase. Any amount of the escrowed funds remaining in letter of credit, escrow account, or bond shall not be released until one hundred percent (100%) complete installation and approval of all County required Improvements, including signage and the successful completion of all warranty periods. Ten (10) percent of the original approved engineer's cost estimate for the Improvements shall be provided in one of the three methods presented above in this Section for the entire warranty period described in Section 18 to guarantee the correction of any defects or deficiencies.

Section 21. Remedies. In the event the Developer fails to perform any of the terms, conditions or obligations in this Agreement or has not resolved a defect or deficiency under this Agreement, the County, at its option, may exercise any rights and remedies it may have under law. Furthermore, the County reserves the right, in its absolute discretion, to revoke the Developer's entitlements for Taylor Shadows Subdivision and after such revocation, if Developer chooses to move forward, Developer will have to reapply for approval under the then current County ordinances. Teton County may impose penalties on the Developer in the form of monetary fines, not to exceed the outstanding balance of work not performed or carried out at the scheduled completion date or not to exceed the work to correct the defect or deficiency. The County may withhold the issuance of any building permit or certificate of occupancy for any structure located in the Development, refuse to accept ownership and maintenance of any County Improvements and record a notice of such action in the Teton County Clerk and Recorder's Office, or issue a "stop work" or "cease and desist" order for any building or Improvement under construction in the Development. All of the above remedies are cumulative and to the extent not wholly inconsistent with each other, may be enforced simultaneously or separately, at the sole discretion of the County.

Section 22. Voided Agreement. The County, at its option, may void this Agreement and any vested right should the Developer's failure to perform in compliance with this Agreement results in the County seizing the escrow to complete the Infrastructure or correct the defect or deficiency.

Section 23. Default. If the Developer defaults 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 this Agreement, Teton County shall inform the Developer in writing of the specific default or failing. If the default or failing continues for thirty (30) days after such written notice and the Developer makes no attempt to remedy the default, Teton County shall have, in addition to all of its other rights under the law, the right to complete the construction of the

Improvement(s) or to correct the defect or deficiency, using either its own forces or contractors hired for that purpose. The County shall have the right to draw from either/or the financial security guarantee escrow account or credit line provided, those sums not to exceed 125% of the engineer's estimate for individual Improvements installed. Included in the costs of the work, the County is entitled reasonable legal fees and reasonable administrative expenses.

Section 24. Transfer of Lots or Units. No lots or units may be offered for sale or sold (warranty deeds transferred) prior to final Improvement completion and a Certificate of Completion being issued by the County. The fire protection, including all weather road(s), shall be operational per the Fire District's inspection and written approval, and street signs installed, before any building permit shall be issued by the County. Furthermore, no certificate of occupancy for residential units shall be given until all Improvements have been completed and accepted in writing by the County. Appropriate easements, covenants and deed restrictions regulating the open space portions of the Developer's lots, consistent with the open space regulations contained in the Teton County Subdivision Ordinance (Title 9) will be promulgated by the Developer and binding upon all lot owners. Developer does hereby agree that all unsold lots shall be maintained by the Developer at the Developer's sole expense, and this responsibility shall run into perpetuity.

Section 25. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 26. Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including County's corporate authorities and their successors in office. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

Section 27. Notices. All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below or 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, to the address set forth below.

Notices to the County shall be addressed to, or delivered at, the following address:

Teton County Board of County Commissioners
ATTN: Planning Administrator
150 Courthouse Drive, Rm. 107
Driggs, Idaho 83422

Notices to the Developer shall be addressed to, or delivered at, the following address:

A-W Engineering
P.O. Bx. 139
Victor, ID 83455

By notice complying with the requirements of this Section, each party shall have the right to change the address for all future notices, but no notice of a change of address shall be effective until received as provided above.

Section 28. Enforcement. The parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, without limitation enforce or compel the performance of this Agreement.

Section 29. Indemnification.

- A. No Liability for County Approval. The Developer 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 Developer, or any of its heirs, successors, assigns, tenants, or licensees or any third party, against damage or injury of any kind at any time.
- B. Indemnification. Except as provided below, the Developer agrees to, and does hereby, indemnify the County, and all of its elected and appointed officials, officers, employees, agents and representatives 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 County's review and approval of any plans for the Improvements, (2) the issuance of any approval or acceptance of Improvements, (3) the development, construction, maintenance or use of any portion of the Improvements and (4) the performance by the Developer of its obligations under this Agreement and all related Agreements. The Developer 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 only as to Improvements that are not in conformance with the approved and recorded Master Plan of Taylor Shadowe in compliance with each phase, except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.

Section 30. Amendments or Alterations. All changes, amendments, omissions, or additions to this Agreement shall be in writing and shall be signed by both parties.

Section 31. 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.

Section 32. Filing. The Developer shall have this Agreement recorded in the office of the Teton County Clerk and Recorder at the same time as the final plat is recorded. The Developer shall be responsible for all recording fees associated with this Development.

Section 33. No Conflicts. The County and the Developer hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the County with respect to the approval of this Agreement. The County and the Developer also acknowledge and agree that this Agreement is supported by Title 9 of Teton County Code. The County and the Developer agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right.

Section 34. Authority to Execute. The County hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Board of County Commissioners. The Developer hereby warrants and represents to the County (1) that it is the record owner of fee simple title to the subdivision, (2) that it has the right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein and to bind the subdivision as set forth herein, (3) that all legal action needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (4) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer hereunder will (i) result in a breach or default under any Agreement to which the Developer is a party or to which it or the subdivision is bound or (ii) violate any statute, law restriction, court order, or Agreement to which the Developer or the subdivision is subject.

Section 35. Codes. The Developer agrees to abide by all ordinances, regulations, and codes of Teton County and those of the special purpose districts providing service to the Development.

Section 36. Governing Law. This Agreement shall be construed and governed according to the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Teton County, or in the United States District Court for the District of Idaho.

Section 37. Attorney's 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 attorney's fees as determined by a court of competent jurisdiction.

Section 38. Final Agreement. This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and County relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and County, other than as are stated herein. All Exhibits referenced herein are incorporated in this Agreement as if set forth in full including all text information in the Exhibits. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to County, to a duly adopted ordinance or resolution of County.

Section 39. No Waiver of County 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 continuity waiver unless expressly provided for; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any obligation under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement. Developer acknowledges that Teton County reserves the right to revoke all approvals for (name of subdivision/PUD) upon failure to comply with the conditions of approval of Final Plat, upon any of the violations of Teton County Title 9, or for misrepresentations or material omissions made to the Teton County Planning Commission or Board of County Commissioners.

Section 40. Mitigation of Teton County for Road Improvements. Upon the issuance of a Certificate of Completion of n/a by Teton County and the issuance of

the first building permit for such subdivision, the Developer will make a donation to Teton County in the amount of \$ 0.00 to be designated for road Improvements to _____

Section 41. Community Enhancements. The Developer hereby pledges \$ 0.00 from the proceeds of each lot closing in Taylor Shadows Subdivision. The Developer desires \$ _____ to go to _____, \$ _____ to go to _____, and \$ _____ to go to _____. These contributions are being given on a voluntary basis and will be donated as follows: Funds will be collected at the closing of the initial sale of each lot sold by the Developer; The Developer will record an Agreement placing a lien on the lots such that the collection of these funds will be facilitated by the title company handling the closing of such lots.

Section 42. Sharing Development Costs. Teton County Subdivision Regulations, Title 9, provides the Developer a mechanism to recoup a portion of certain costs associated with Improvements made by the Developer. All shared development rights afforded the Developer under Title 9 and this Agreement, in particular Section 7, are hereby retained; any other Agreement, document, or statement by the Developer shall not be deemed to waive any rights afforded the Developer under Teton County Title 9.

Section 43. Effective Date. This Agreement shall become valid and binding only upon its approval by the Teton County Board of County Commissioners and its recording in the Teton County Clerk and Recorders Office; and it shall be effective on the date first written above.

****The rest of this page is intentionally left blank****

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first above written.

Agreed:

BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, IDAHO

Chairman, Teton County Board of
County Commissioners

STATE OF IDAHO)
) ss:
COUNTY OF TETON)

On this ____ day of _____, 20__, before me, a Notary Public for the State of Idaho, personally appeared ~~Larry Young~~, Chairman, known to me to be the person(s) whose name(s) is executed above, and acknowledged that he executed the same.

(SEAL)

Notary Public
Residing _____
Commission expires _____

Dan Bender

Rachel Bender

(Owner, President or
Managing Director)

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2009, before me, a Notary Public for the State of _____, personally appeared _____ known to me to be the person(s) whose name(s) is executed above, and acknowledged that he executed the same.

(SEAL)

Notary Public
Residing _____
Commission expires _____

EXHIBIT A

LEGAL DESCRIPTION – TAYLOR SHADOWS SUBDIVISION

A portion of the Southwest quarter Southeast quarter of Section 12, Township 3 North, Range 45 E., B.M., Teton County, Idaho, being further described as:

From the Southeast corner of said Section 12, S 89°39'12"W, 1322.43 feet to the Southeast corner of the Southwest quarter Southeast quarter of said Section 12; Thence S 89°39'12"W, 916.43 feet to a point; Thence N 00°17'20"W, 662.44 feet to a point; Thence N 89°40'50"E, 916.19 feet to a point; Thence S 00°18'36"E, 662.00 feet to the point of beginning.

Contains 13.93 acres.

Subject to and together with a private 100 foot wide road & utility easement on the west side of the above described property.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

TAYLOR SHADOWS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Covenants, Conditions and Restrictions is made and executed in Teton County, Idaho this _____ day of _____, 2014 by Daniel S. Bender and David J. Bender hereinafter called "Declarant(s)"

PURPOSE

WHEREAS, Declarants are the owners of a certain property located in Teton County, Idaho, and more particularly described as follows:

DECLARATION

NOW, THEREFORE, Declarants do hereby declare that TAYLOR SHADOWS is and shall be owned, occupied and improved subject to the following uniform covenants, conditions and restrictions. The restrictions set forth herein shall run with the real property and shall be binding upon all persons having or acquiring any interest in such real property or any part thereof; shall inure to the benefit of every portion of such real property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, their successors in interest, and may be enforced by Declarants, by any owner or his successors in interest or by the Taylor Shadows Homeowners' Association.

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in these restrictive covenants shall have the meanings hereinafter specified:

1. ASSESSMENTS shall mean assessments of the Homeowners' Association and includes both regular and special assessments.
2. _____ CONDITIONS, COVENANTS AND RESTRICTIONS shall mean this Declaration as it may be amended from time to time.
3. LOT shall mean each lot as designated as such on the recorded plat, whether or not improved.
4. OWNER shall mean (a) the person or persons or other legal entity or entities, including Declarants, holding an aggregate fee simple interest in a lot or, as the case may be, (b) the purchaser of a lot under an executory contract of sale, but excluding those having such interest as security for the performance of an obligation.

ARTICLE II GENERAL RESTRICTIONS

All real property within Taylor Shadows Subdivision shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 2.01. No Further Subdividing. No lot may be further subdivided, provided, however, that nothing herein shall prevent the transfer or sale of any lot to more than one person to be held by them as tenants in common, joint tenants by the entirety or as community property. Also, two contiguous lots, if owned by the same record owner, may be combined as one lot. For the purposes of applying the covenants and restrictions herein contained by such combined residential lot or lots, the combined lots shall be treated as one lot for the purpose of applying the provisions hereof. See Declaration - pg.1 of this Declaration of Covenants, Conditions and Restrictions.

Section 2.02 Signs and Lighting. No signs of any character shall be placed or maintained on any lot except:

- (1). one sign advertising the premises for sale or rent, which sign shall not exceed six square feet;
- (2). one sign identifying the name and/or address of the owner's or occupant's lot, which sign

shall not exceed two square feet;

(3). one sign used by the builder to advertise the project during the construction period.

(4). exterior lighting must be downward directed, low wattage, dark sky lighting as required by Teton County, Idaho Title 8, Section 8-4-5.

(5). all signs on Taylor Shadows properties will adhere to Teton County, Idaho Title 8, Chapter 9, Sections 8-9-1 through 8-9-7.

Section 2.03 Animals. Owners of animals shall exercise proper care, restraint and control of their animal or animals to prevent them from becoming a nuisance. All livestock as well as any domestic pets shall be kept in a corral in such a way as to keep the area green and growing and also to ensure that wildlife are not chased or harassed. In addition to yard fences, corrals shall be located in the common area. Any hay or feed that must be stored must be contained in such a way as to prevent the attraction of wildlife. If any dog or dogs are caught or identified as being a nuisance the Board shall have the authority to have such animal or animals impounded at any available location, and/or shall assess a penalty against the owner of such animal or animals of not more than \$200.00, plus all costs of impoundment. If any such animal or animals are a chronic nuisance due to barking or are caught or identified chasing or harassing wildlife, livestock or people on a second occasion, the Board shall have the authority to have such animal or animals impounded or destroyed. No owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife or people shall have the right of action against the Board or any member thereof, for the impoundment or destruction of any such animal or animals.

Section 2.04 Offensive Activity. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Taylor Shadows Subdivision. Trash, garbage or other waste shall be kept in sanitary containers that must be stored within an enclosed structure. All incinerators, or other equipment for the storage or disposal of such material, shall be kept clean and sanitary and not become offensive or a nuisance. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants.

Section 2.05 Repair of Buildings. No improvement shall be permitted to fall into disrepair and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof.

Section 2.06 Exemption of Declarants. Nothing herein shall limit the right of the Declarants to complete excavation, grading and construction of improvements to any property owned by Declarants, or to use a structure in as a model home or leasing or sales office. The rights of the Declarants hereunder and elsewhere in these restrictions may be assigned by Declarant.

Section 2.07 No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

Section 2.08 Temporary Structures. Only temporary structures which are approved by the Board may be installed on a lot during construction of a permanent residence. If progress of construction is halted or slowed for any length of time, all materials shall be stored neatly so as to present no hazards or unsightly appearance. All temporary buildings shall be removed promptly when construction of the residence has been completed.

Section 2.09 Weed Maintenance and Control. It shall be each lot owner's responsibility including the Homeowners' Association, to eradicate noxious weeds on land in Taylor Shadows Subdivision to comply with any applicable ordinance, law, rule, or regulation pertaining to the removal and control of noxious weeds. Noxious weeds shall mean those plants which are injurious to public health, crops, livestock, land or other property. If a lot owner does not comply, the Homeowners' Association will assume responsibility of eradicating the weeds on the subject lot and subsequently bill said non-compliant lot owner for costs involved, or lien the lot.

Section 2.10 Buildings and Improvements. No lot shall be improved except by a dwelling or residence structure (hereinafter "residence") designed to accommodate a single family and occasional guests, plus a garage and other improvements incident to a single family residence. All proposed buildings and improvements shall be submitted to the Design Committee for approval. Provided, however, notwithstanding anything contained herein to the contrary, after the primary residence is fully constructed one additional guest house may be constructed (hereinafter "guest house"). No apartments, condominiums or other multiple dwelling structure may be built.

Section 2.11 Unsightliness. No unsightliness shall be permitted on any Lot or on the exterior or other portions of a Residence visible from elsewhere on the Subject Property, Common Area, or any adjacent

property. Without limiting the generality of the foregoing: (1) all unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure or appropriately screened from view; (2) refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure; (3) service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; (4) pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities and gas, oil, water, propane or other tanks, and sewage disposal systems or devices shall be kept and maintained within an enclosed Structure or below the surface of the ground; (5) No grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate; and (6) all rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.

Section 2.12 Sanitation. Sanitary rules and regulations of Eastern Idaho Public Health Dept. will be adhered to. A permit from Eastern Idaho Public Health Dept. is required for the installation of any and all septic systems.

Section 2.13 Right to Farm Provision. Taylor Shadows Subdivision acknowledges the Right to Farm Act Idaho Code Chapter 45 Sections 22-4501 through 22-4504

Section 2.14 Wildlife Habitat Provision. All areas outside of the approved building envelopes will be managed and preserved for wildlife habitat. There will be no development or motorized vehicle access within areas outside of the approved building envelopes.

Section 2.15 Unmodifiable provisions. The following items cannot be changed by Taylor Shadows Homeowners' Association:

- (1). Weed maintenance and control
- (2). Teton County dark skies requirements
- (3). No further lot split statement
- (4). County setbacks and heights as depicted on the approved Master Plan
- (5). Right to Farm Act
- (6). A permit from Eastern Idaho Public Health Dept. is required for the installation of any and all septic systems.

Section 2.16 Bear conflict. Teton County Land use Title 4 Section 7-4 addressing bear conflict will be adhered to.

ARTICLE III **DESIGN STANDARDS**

No building or other improvements shall be constructed on Lots 1-2, nor shall any alterations therein be made until the plans and such other information as the Design Committee may require, shall have been submitted to and approved in writing by the Design Committee. The Design Committee shall consider the suitability of the improvements, the materials, the colors, and the nature of the adjacent improvements. The objective of the Design Committee is to ascertain that any proposed improvements will enhance the aesthetic and monetary values of the area. If the plans are disapproved, said structures and improvements may not be constructed or placed upon said lot. The decision of the Committee is final and binding upon all parties concerned.

Section 3.01 Structures

- (1). Structures shall be located within the designated building envelopes depicted on the approved Master Plan and are encouraged to relate to the terrain and physical features of the property. The primary concern of the board will be that design, exterior finish, and location harmonize with and compliment the natural environment.
- (2). Exterior materials shall be of natural wood, peeled log, stone or other similar natural material. Roof materials shall be cedar shake, heavy weight asphalt shingle, non-reflective metal, decro-bond or similar material. Alternative exterior materials which resemble natural materials may be proposed to the Design Committee for consideration and approval.
- (3). Exterior finishes shall be earth toned stains, or clear non-glossy preservatives. All exposed metals shall have a dull colored finish, or shall be flat color anodized or painted.
- (4). Exterior colors shall be subdued and in the earth tone range. Color samples on pieces of all exterior materials and roofing materials to be used, shall be submitted to the design committee for approval.
- (5). Landscaping shall be in place within a year of construction.

Section 3.02 Parking. Sufficient driveways and parking areas shall be provided by the owner of each lot to permit off-street parking, in order that the flow of traffic may not be obstructed or impeded and that snow removal may be facilitated.

Section 3.03 New Construction. All improvements shall be of new construction and constructed on the lot and no pre-built or pre-fabricated homes will be permitted. Component or modular construction will not be permitted unless the Design Committee specifically permits the same.

Section 3.04 General Development. All development on the property will meet the recommendations of the Natural Resource Analysis that was completed for Taylor Shadows.

ARTICLE IV DESIGN COMMITTEE

Section 4.01 Design Committee. The Design Committee shall consist of the owners of Lots 1 and 2. The Design Committee may adopt rules and regulations as deemed necessary to the performance of their responsibilities, provided said rules and regulations are not in conflict with those adopted by the Association.

Section 4.02 Authority and Duties. The Design Committee shall be responsible for reviewing construction plans and specifications and other responsibilities delegated to them by the Association.

Section 4.03 Meetings. The Design Committee shall meet from time to time as it deems necessary.

Section 4.04 Limitation of Liability. Neither the Design Committee nor any member thereof shall be liable to any party for any action or inaction taken with respect to any provision of these Covenants, provided that such Design Committee has acted in good faith. All members of the Design Committee shall be indemnified and held harmless by the property owners and Association from liability, damages and expenses for any decision or action they may make while acting within the scope and course of their duties.

ARTICLE V ENFORCEMENT

The limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the Declarants, by the Board or by any owner of a lot within the property.

Section 5.01. Right of Enforcement Every owner of a lot within the property hereby consents to the entry of an injunction against him or her, or his or her tenants or guest, to terminate and restrain any violation of these Covenants.

Section 5.02. Violations Any lot owner who uses or allows his or her lot to be used or developed in violation of the covenants further agrees to pay all costs incurred by the Board or the Declarants or other lot owner in enforcing these covenants, including reasonable attorney's fees.

ARTICLE VI DURATION OF COVENANTS

All of the covenants, conditions and restrictions set forth herein shall run until December 31, 2030, unless amended as herein provide. They shall continue and remain in full force and effect at all times against the property and the owners and purchasers of any portion thereof, and shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by owners who own at least eighty percent (80%) of the lots in Taylor Shadows Subdivision, and such written instrument is recorded with the Clerk of Teton County, Idaho.

ARTICLE VII SEVERABILITY

Any decision by a court of competent jurisdiction invalidating any part or paragraph of these covenants shall be limited to the part or paragraph affected by the decision of the court and the remainder of these covenants shall remain in full force and effect.

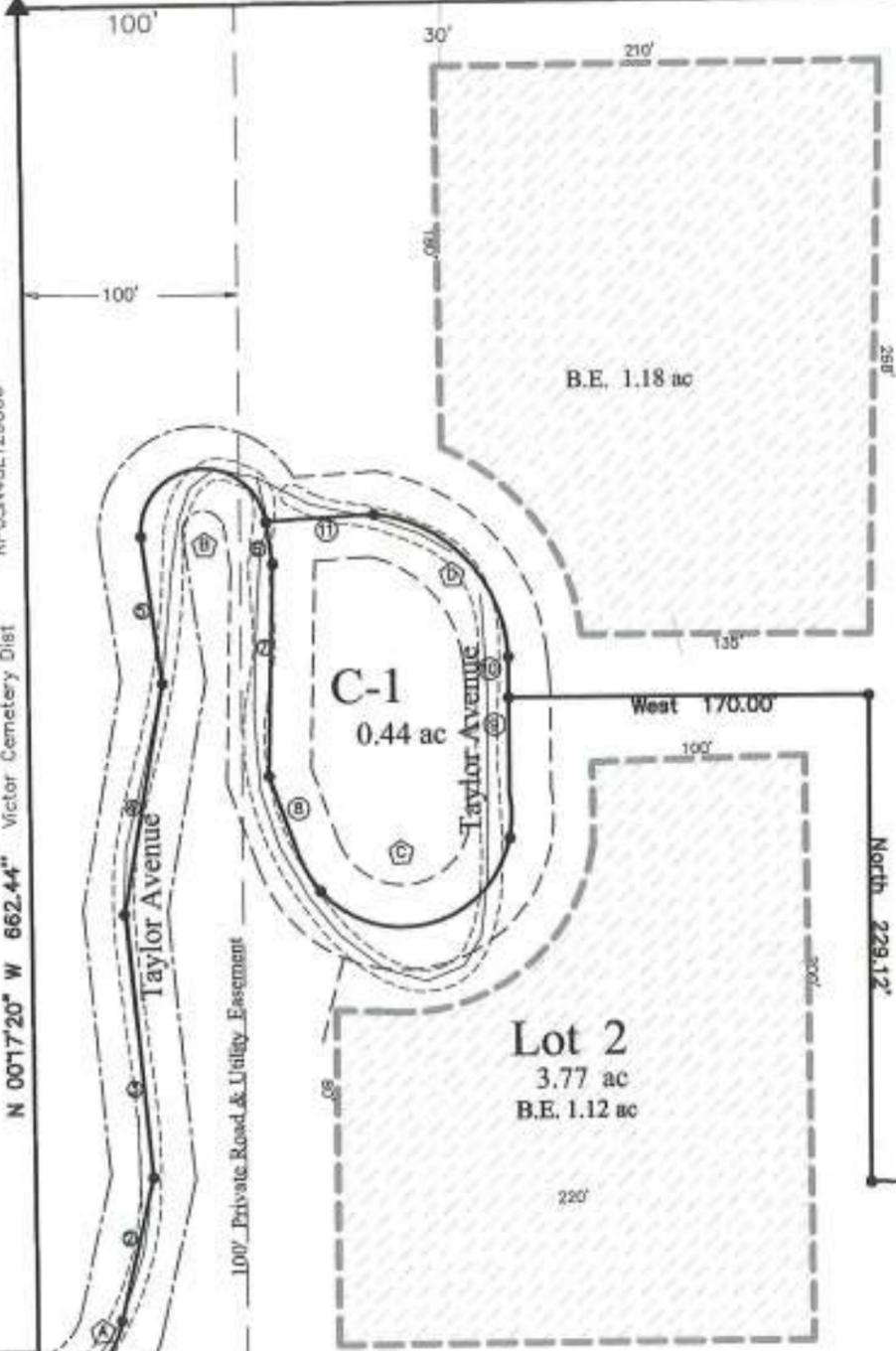
ARTICLE VIII ACCEPTANCE OF COVENANTS

The undersigned Declarants and owners, and every subsequent owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions of these covenants, and every lot owner or purchaser, through his or her purchase or ownership, expressly accepts and consents to the operation and enforcement of all of the provisions of these Covenants.

RP03N45E128400 Donald W. Thompson Prop
S 89°40'50" W 916.19'

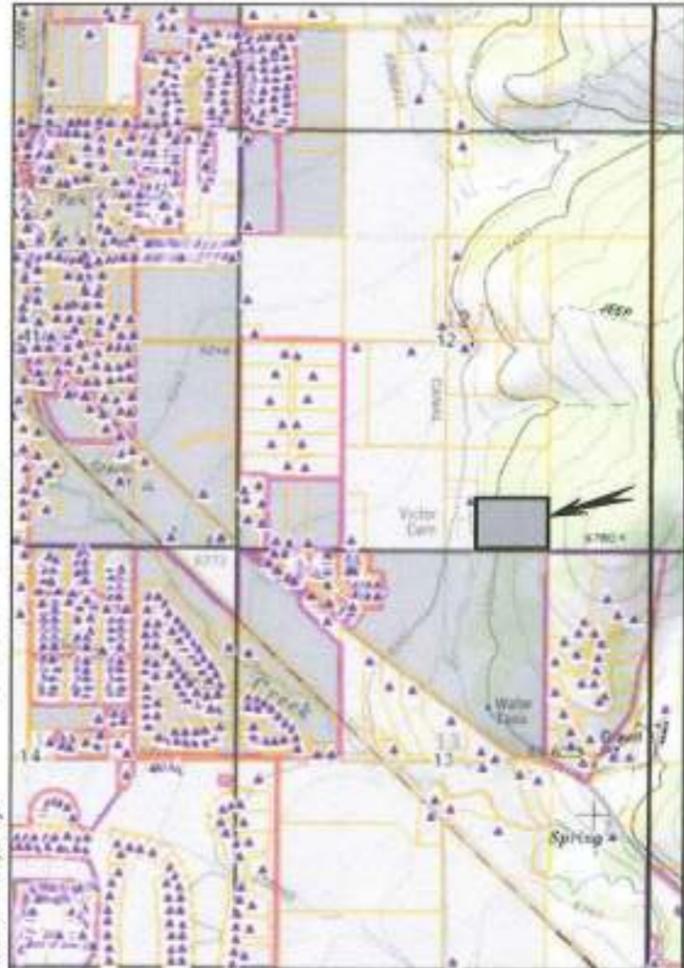
NORTH

RP03N45E128800 Victor Cemetery Dist



Lot 1
9.71 acres

Lot 2
3.77 ac
B.E. 1.12 ac



Sec 12, Twp. 3N., Rng. 45 E., Teton Co., Idaho
VICINITY MAP

SUBDIVISION DESCRIPTION Parcel 2 Plat Instr. # 100075
A portion of the SW ¼ & SE ¼, Section 12, Twp 3 N., Rng 45 E., B.M., Teton County, Idaho. Being further described as:
From the SE corner of said Section 12, S 89°39'12" W, 1322.43 feet to the SE corner of SW ¼ & SE ¼ of Section 12;
THENCE S 89°39'12" W, 916.43 feet to a point;
THENCE N 00°17'20" W, 662.44 feet to a point;
THENCE N 89°40'50" E, 916.19 feet to a point;
THENCE S 00°18'36" E, 662.00 feet to the P.O.B.
Contains 13.93 Acres
Subject to a private 100 ft wide road & utility easement on the west side of said property.

TETON COUNTY
PLANNING & ZONING

AUG 28 2014

RECEIVED



Co Rd 9000 S
S 89°39'12" W 406.00'
RPB3N45E130603 S 89°39'12" W 916.43'
Mountainside Inc. Prop

FINAL PLAT NOTES

- 1- Individual water and sewer systems on site
- 2- Building envelopes less than 20% grade
- 3- Private lane 12 ft surface 10% or less grades 12' x 10' wide turnouts at max 400'
- 4- Access: East end Rd 9000 S, City Victor approved.
- 5- Property lies in Big Game Winter Overlay
- 6- No wetlands on this property
- 7- Not in FEMA 100 yr flood plain.
- 8- No water rights or irrigation water on this property.
- 9- Zoning: Teton Co A-2.5
Setbacks 40' from Front & rear Property line
Sides 30' from P/L, 30' Height
Building Envelope: Cardinal directions or parallel to property lines as shown.

LINE TABLE

#	BEARING	LENGTH
1	N 00°17'20" W	5.00'
2	N 12°30'00" E	65.50'
3	N 05°30'00" W	126.00'
4	N 10°00'00" E	110.00'
5	N 08°30'00" W	66.00'
6	S 08°30'00" E	20.00'
7	S 01°27'00" W	100.00'
8	S 20°00'00" E	40.00'
9	N 00°00'00" E	55.00'
10	N 00°00'00" E	20.31'
11	N 90°00'00" W	50.00'

CURVE TABLE

#	DELTA	RADIUS	ARC	CHORD	CH BEARING
A	62°10'00"	57.225'	62.09'	59.09'	N 43°55'00" E
B	160°00'00"	30.000'	94.25'	60.00'	N 81°30'00" E
C	180°00'00"	51.68'	144.32'	101.29'	N 80°00'00" E
E	90°00'00"	64.352'	101.08'	91.01'	N 45°00'00" W

LEGEND - NOTES

- - - Existing access lane
- Lot & Property Lines
- - - Private Drive & Utility Easement 20' each side P/L/ Centerline
- Section corner as shown
- ▲ Found 5/8" Rebar Pin with AW Cap
- Set 5/8"x24" Rebar Pin with AW AI Cap
- [] B.E. Building Envelopes
Lot 1 Build Envelope 51,360 sf
Lot 2 Build Envelope 31,960 sf

"Final Plat / Master Plan"
TAYLOR SHADOWS subdivision
Part of W1/2 SE 1/4, Sec 12, Twp 3 N., Rng 45 E., B.M., TETON COUNTY, IDAHO

Daniel & Rachel Bender 67 23N45E 128800 4417 Forge Rd Pony Hill W.D. 21126	AW ENGINEERS & SURVEYORS 225 SOUTH MAIN P.O. BOX 139 VICTOR, IDAHO 83453 (208) 767-2253 aweng@ida.net
Survey: G.C. 12-04-13 Survey file: 12-05-13.dwg	Proj # 2013-111 Bender
Drawn: 05-15-14	

DESCRIPTION OF LAND SUBDIVIDED

A PART OF THE SW 1/4 SE 1/4 OF SECTION 12, TWP. 3 N., RNG. 45 E., B.M., TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:
 FROM THE SE CORNER OF SAID SECTION 12, S 89°36'12" W, 1322.43 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE S 89°36'12" W, 916.43 FEET TO A POINT;
 THENCE N 09°17'20" W, 892.44 FEET TO A POINT;
 THENCE N 89°40'50" E, 916.19 FEET TO A POINT;
 THENCE S 09°19'36" E, 662.03 FEET TO THE POINT OF BEGINNING.
 CONTAINS 13.93 ACRES MORE OR LESS.
 THIS PROPERTY IS SUBJECT TO AND TOGETHER WITH A 100 FOOT WIDE PRIVATE ROAD AND UTILITY EASEMENT ALONG THE WEST OF LAND.

OWNERS CERTIFICATE

BE IT KNOWN THAT WE THE UNDERSIGNED OWNERS OF THE LAND AS HEREIN PLATTED AND DESCRIBED, HEREBY CERTIFY THAT IT IS WITH FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES AS THE OWNERS AND PROPRIETORS OF THE DESCRIBED LAND:
 THAT THE NAME OF THE SUBDIVISION SHALL BE "TAYLOR SHADOWS SUBDIVISION";
 THAT THE SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS TO BE RECORDED WITH THIS PLAT;
 THAT THE LOTS SHOWN ON THIS PLAT WILL BE SERVED BY INDIVIDUAL WELLS AND SEPTIC SYSTEMS, WITH NO PUBLIC SYSTEMS AVAILABLE IN THE AREA;
 THAT THE SUBDIVISION IS SUBJECT TO ANY EASEMENTS OF RIGHT ON RECORD;
 THAT ACCESS TO THESE LOTS IS BY THE 40 FOOT WIDE PRIVATE ROAD AND UTILITY EASEMENT FOR USE OF LOTS 1 AND 2 AND ASSOCIATED PUBLIC SERVICES;
 THAT THE EASEMENTS ARE TO BE MAINTAINED BY THE LOT OWNERS FOR THE AREA ADJACENT TO THE LOT;
 THAT ALL UTILITY EASEMENTS ARE GRANTED TO THE PUBLIC SERVICE PROVIDERS FOR INSTALLATION AND MAINTENANCE OF THE FACILITY;
 THE HOMEOWNERS' ASSOCIATION, HEREAFTER KNOWN AS THE H.O.A., WILL BE RESPONSIBLE FOR THE ROAD MAINTENANCE AND SNOW REMOVAL;
 THAT THE DRAINAGE EASEMENTS ARE GRANTED TO THE H.O.A. AND ARE FOR FLOOD DRAINAGE, SNOW STORAGE AND SNOW RUNOFF;
 THAT THE COMMON TRACT (C-1) IS FOR OPEN SPACE AND AGRICULTURE USES ASSOCIATED WITH THE SUBDIVISION LOTS AND IS TO BE MAINTAINED, OWNED AND ADMINISTERED BY THE H.O.A.

 DANIEL BENDER owner

 RACHEL BENDER owner

STATE OF _____ } SS
)
 COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
 ____ DAY OF _____, 2014, BY DANIEL AND RACHEL BENDER.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

RESIDING AT _____

MY COMMISSION EXPIRES _____

WATER RIGHTS USE STATEMENT

THIS PROPERTY HAS NO WATER RIGHTS NOR IRRIGATION SYSTEM ON THIS LAND. THEREFORE IDAHO CODE SECTION 31-3800, SUBSECTION (1)(B), IS NOT APPLICABLE.

 Arnold Woolstenhulme # 2890 2014

SURVEYOR'S CERTIFICATE

I, ARNOLD W. WOOLSTENHULME, BEING A REGISTERED LAND SURVEYOR / ENGINEER IN THE STATE OF IDAHO, No. 2890, DO HEREBY CERTIFY THAT I DID CAUSE THE SURVEY OF THIS SUBDIVISION AS HEREBY PLATTED AND DESCRIBED.

 Arnold Woolstenhulme # 2890 2014

TETON COUNTY FIRE MARSHALL

PRESENTED TO THE TETON COUNTY FIRE MARSHALL ON THE DATE AT WHICH THIS PLAT WAS DEEMED TO MEET TETON COUNTY FIRE CODE AND APPROVED FOR FILING.

 TETON COUNTY FIRE MARSHALL

2014

TETON COUNTY TREASURER'S CERTIFICATE

PRESENTED TO THE TETON COUNTY TREASURER WHO HEREBY CERTIFIES THAT ALL TAXES HAVE BEEN PAID ON THE TRACT OF LAND AS SHOWN ON THIS PLAT AND ARE CURRENT.

 TETON COUNTY TREASURER

2014

TETON COUNTY ASSESSOR CERTIFICATE

PRESENTED TO THE TETON COUNTY ASSESSOR ON THE DATE SHOWN AND AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED FOR FILING.

 TETON COUNTY ASSESSOR

2014

HEALTH DEPARTMENT CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, Chap. 13 HAVE BEEN SATISFIED SUBJECT TO THE INFORMATION CONTAINED IN THE ATTACHED SANITARY REGULATIONS AND RULES. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

 EASTERN IDAHO PUBLIC HEALTH REHS

2014

COUNTY PLANNING & ZONING COMMISSION

PRESENTED TO THE TETON COUNTY PLANNING & ZONING COMMISSION ON THE FOLLOWING DATE, AT WHICH TIME THIS SUBDIVISION AS PLATTED WAS APPROVED AND ACCEPTED.

 PLANNING AND ZONING CHAIRPERSON

2014

TETON COUNTY COMMISSIONERS' APPROVAL

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

 CHAIRPERSON OF TETON COUNTY BOARD OF COMMISSIONERS

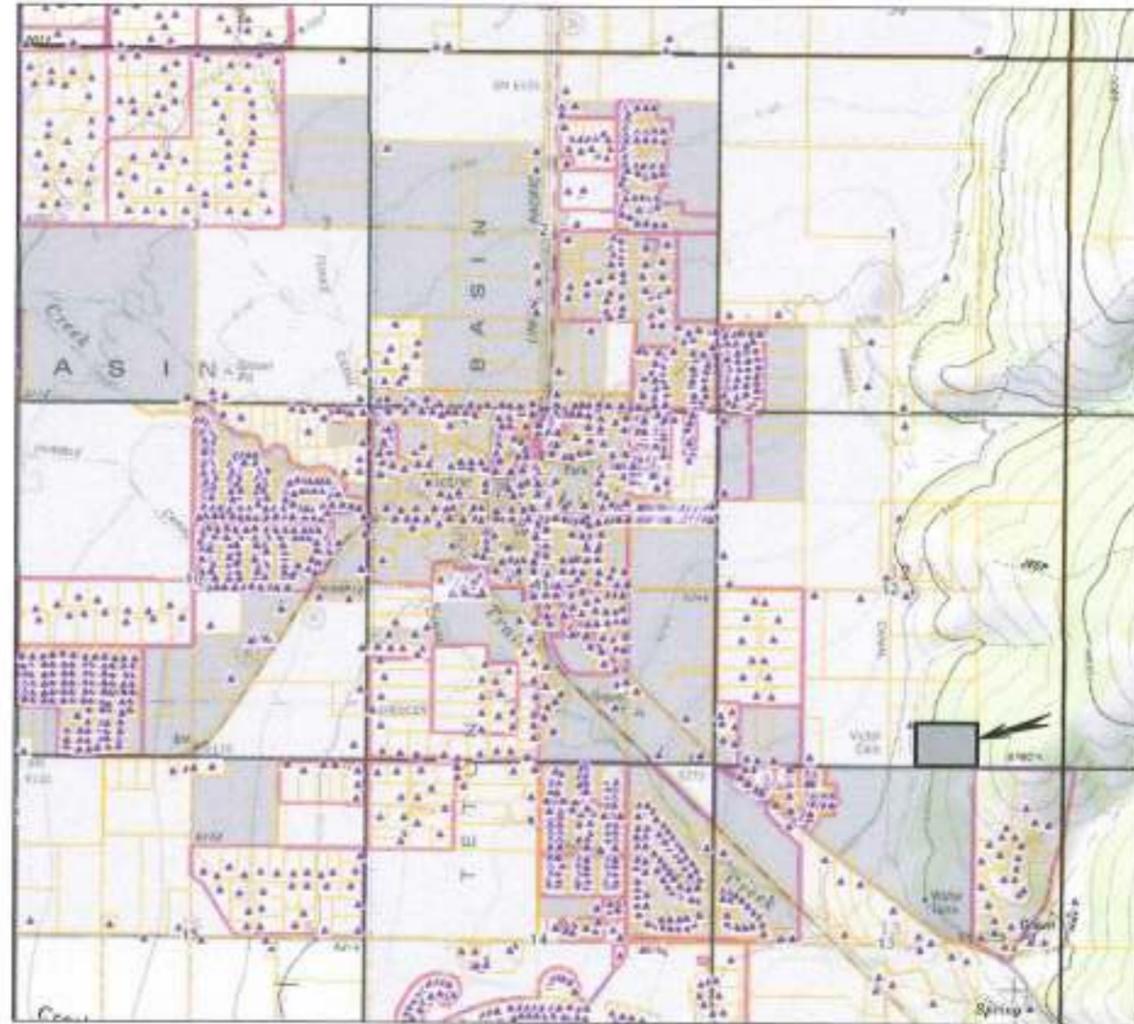
2014

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 IDAHO CODE 50-1305 RELATING TO PLATS AND SURVEYS AND APPROVE THIS PLAT FOR FILING.

 TETON CO. PLAT REVIEW SURVEYOR

2014



RECORDER'S CERTIFICATE

STATE OF IDAHO }
) SS
 COUNTY OF TETON }

I DO HEREBY CERTIFY THAT THIS PLAT WAS FILED THIS ____ DAY OF _____, 2014,
 AT THE REQUEST OF AW ENGINEERING. INSTRUMENT NUMBER _____

 COUNTY RECORDER

"Final Plat / Master Plan"

TAYLOR SHADOWS Subdivision

Part of W10 SE 14, Sec 12, Twp 3 N., Rng 45 E., B.M.,
 TETON COUNTY, IDAHO

Daniel & Rachel Bender
 407 Page Rd
 Pary Mt. ID. 21708



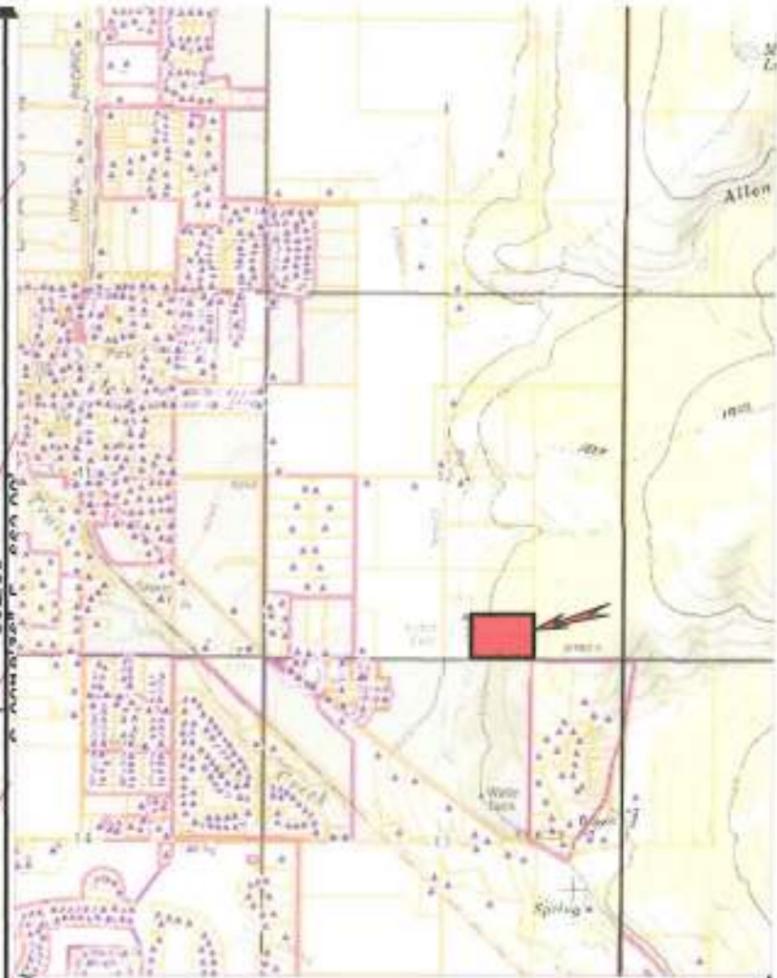
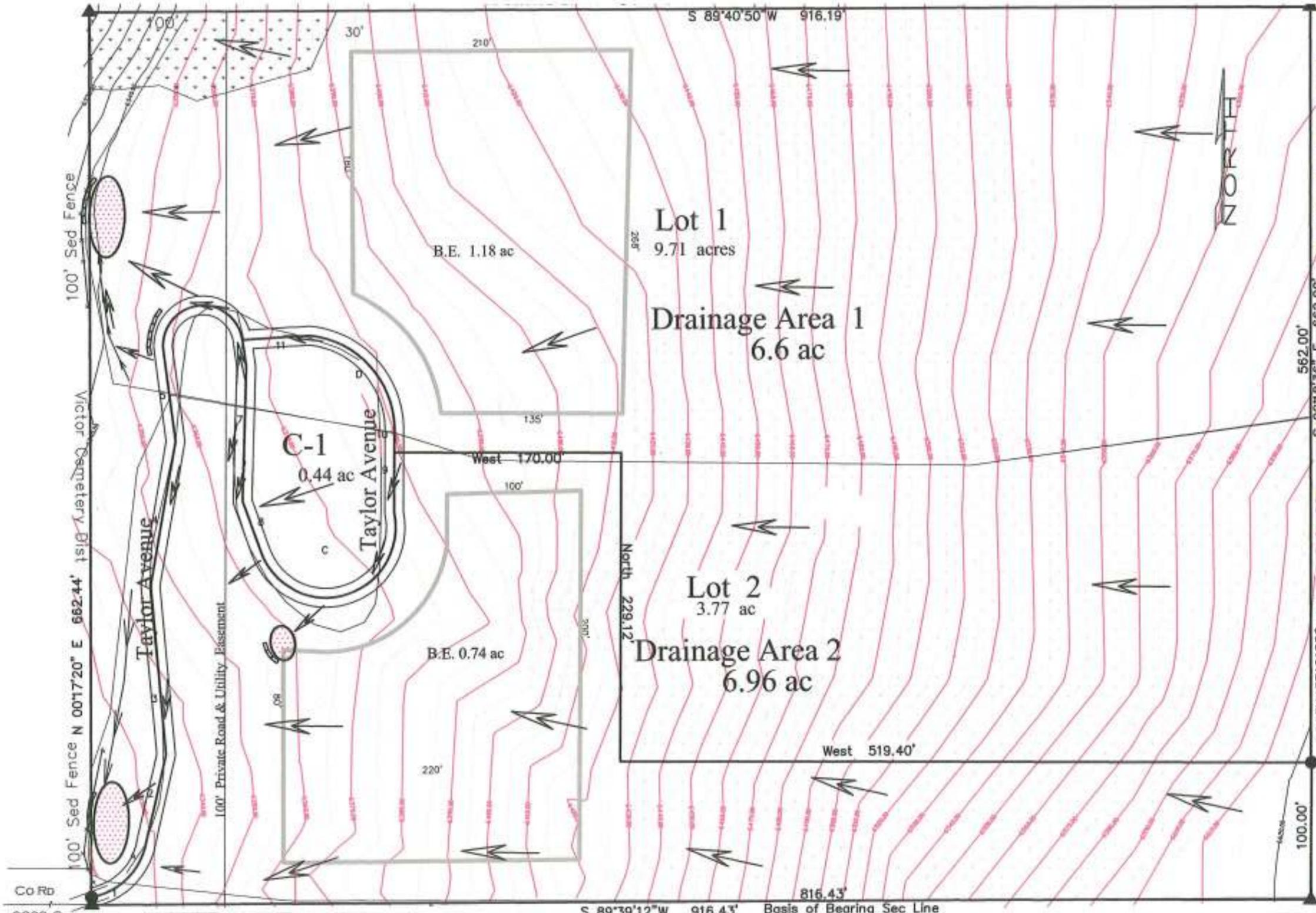
Survey: OLS 12-04-13
 Survey file: 12-05-13.dwg
 Use case: 05-10-14

255 SOUTH MAIN P.O. BOX 138
 TETON, IDAHO 83450
 (208) 707-3352 aweng@aweng.com

Proj # 2013-111 Bender

revised

Sheet 2 of 2



Sec 12, Twp. 3N, Rng. 45 E., Teton Co., Idaho
VICINITY MAP

TETON COUNTY
PLANNING & ZONING
AUG 28 2014
RECEIVED

- PRELIMINARY PLAT NOTES**
- 1- Individual water and sewer systems on site
 - 2- Building envelopes less than 20% grade
 - 3- Private lane 12' wide road reconstruction
Grades 10% or less 12' x 10' wide turnouts
 - 4- Access: East end Rd 9000 S, Victor approved.
 - 5- Property lies in Big Game Winter Overlay
 - 6- No wetlands on this property
 - 7- Not in FEMA 100 yr flood plain.
 - 8- No water rights or irrigation water on this property.
 - 9- Zoning: Teton Co A 2.5

- EROSION PLAN NOTES**
- 1- Minor road and site work because existing drive way at 12 feet wide
 - 2- Construct 3 Drainage Swales as shown
 - 3- Place at least 6 straw bales around low side of shown areas
 - 4- Install 200 feet +/- of silt fence in areas shown or as needed
 - 5- Install any or all other BMP's as needed to control sediment or erosion.

LEGEND - NOTES

	Topo lines 10'		Ground Slope
	Topo lines 5'		Road Grade Slope
	Building envelope		Rd Area Improved 27,000 SF
	Lot & property lines		Storm Storage Pond Total capacity 15,000 gal storage
	Private drive & utility easement 20' each side property line		Straw Bales Min 5 along low side
	Building Envelopes Lot 1 build envelope 51,360 sf Lot 2 build envelope 48,200 sf		Sediment Fence 24" high
	+ 30% Slope		Small drainage ditch & berm

"Erosion Plan"

TAYLOR SHADOWS subdivision

Part of W1/2 SE 1/4, Sec 12, Twp 3 N, Rng 45 E., B.M., TETON COUNTY, IDAHO

<p>Daniel & Rachel Bender SP 03496 128850 4417 Forge Rd Perry 10, M.D. 21128</p> <p>Survey: CLC 12-04-13 Survey file 12-00-13.dwg</p> <p>Drawn 05-15-14 rev</p>	<p></p> <p>255 SOUTH MAIN P.O. BOX 139 VICTOR, IDAHO 83455 (208) 787-2842 aweng@ic.net</p> <p>Proj # 2013-111 Bender</p>
---	--

PRIVATE ROAD CONSTRUCTION

Taylor Shadows Subdivision 600 E 9000 So

Victor Area, Teton County, Id



PROJECT AREA

ROAD INDEX

PAGE DESCRIPTION	PAGE
1- TITLE & QUANTITY PAGE	1
2- PLAN LAYOUT PAGE	2
3- PROFILE OF ROAD WORK	3
3- PROJECT CROSS SECTIONS	4
3- TYPICAL CROSS SECTION	5

CONSTRUCTION QUANTITIES

	QUANTITY / UNIT
1- SUBEXCAVATE, REMOVE & PLACE AT FILLS	270 CU Yds
2- SHAPE AND GRADE ROAD TO 16' SUBGRADE	1200 LIN FT
3- 8" PIT RUN GRAVEL	260 CU Yds
4- 12" PIT RUN GRAVEL AT PULL OUTS	30 CU Yds
4- 3/4" MINUS ROAD SURFACE GRAVEL @ 4"	200 CU YDS
6- 18" CULVERT PIPE (NONE REQUIRED BY ENG)	0 LIN FT

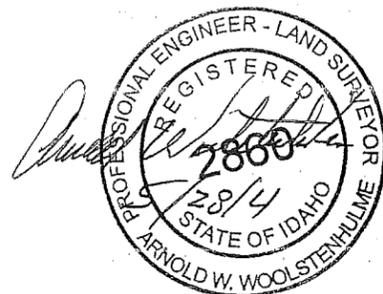
CONSTRUCTION NOTES

- 1- THE ROAD TO BE CONSTRUCTED TO TETON COUNTY ROAD STANDARDS (4/2013) AS PRIVATE LANE, AS A MINIMUM.
- 2- AW ENGINEERING WILL DO REQUIRED OR NEEDED STAKING FOR PROJECT AND INSPECTION WORK FOR THE OWNERS.
- 3- AW ENGINEERING, TETON COUNTY FIRE MARSHALL AND CO. ENGINEER MAY INSPECT THE WORK AS THE CONSTRUCTION IS COMPLETED.
- 4- ALL QUANTITIES ARE ENGINEERS ESTIMATE FROM PLANS. PAYMENT WILL BE MADE ON THE CONTRACT QUANTITIES UNLESS ENGINEER & CONTRACTOR AGREE TO SIGNIFICANT CHANGES TO QUANTITIES.
- 5- TETON COUNTY ROAD SPECIFICATIONS (4/2013) WILL BE USED FOR ALL ROAD WORK PRIMARY SPECIFICATIONS. THE IDAHO IDOT CURRENT SPECIFICATION WILL BE SECONDARY SPECIFICATION WHEN ITEMS ARE NOT COVERED IN COUNTY SPECS.
- 6- QUANTITIES SHOWN ARE MEASURED FOR IN PLACE AND COMPACTED TO 95% AASHTO. THIS WILL BE 3 PASSES WITH A VIBRATOR COMPACTOR FOR PIT RUN GRAVEL.
- 7- PIT RUN GRAVEL IS TO BE COMPLETED ROAD SURFACE. THE GRAVEL SHALL BE 6" MINUS OF UNIFORM CONSISTANCY AND WITH MIN OF 2% FINES IN IT.
- 8- THE ROAD SURFACE WILL CONFORM TO TYPICAL TEMPLATE WITH 2% OUTSLOPE.
- 9- 18" DIAMETER CULVERT TO BE INSTALLED WHERE REQUIRED OR SHOWN ON PLANS.
- 10- FILLS UNDER ROAD SURFACE TO BE COMPACTED IN 12" OR LESS LIFTS TO 95% OF AASHTO T-99.

RECEIVED

MAY 28 2014

TETON COUNTY
PLANNING & ZONING



AW ENGINEERING
255 So MAIN P.O. BOX 139
VICTOR, IDAHO 83455
(208) 787-2952 aweng@ida.net

Road Plan
Taylor Shadows Subdivision

650 E 9000 So Teton Co., Idaho

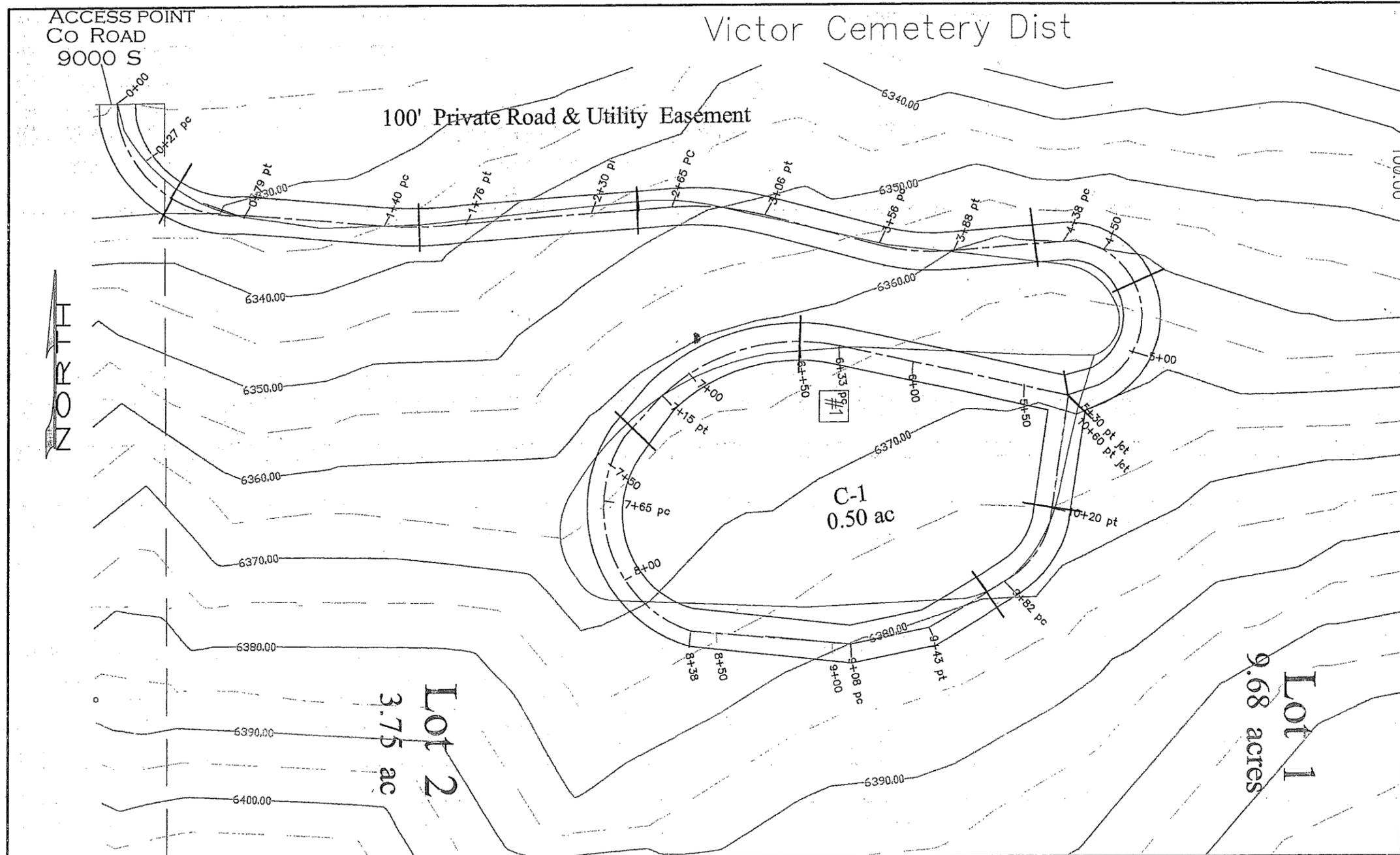
draw by aww
check by sw
Proj 13-111

REVISIONS

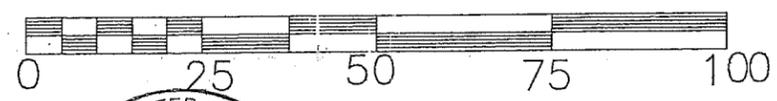
date: 5-20-14

Rd - 1

Pg 1 of 5



"Plan View"



Survey: CLC 12-04-13
 Survey file 12-05-13.dat
 Draw aww 02-12-14

Daniel & Rachel Bender
 RP 03N45E 128850
 4417 Forge Rd
 Perry Hill M.D. 21128

AW ENGINEERING

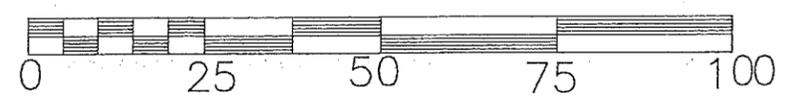
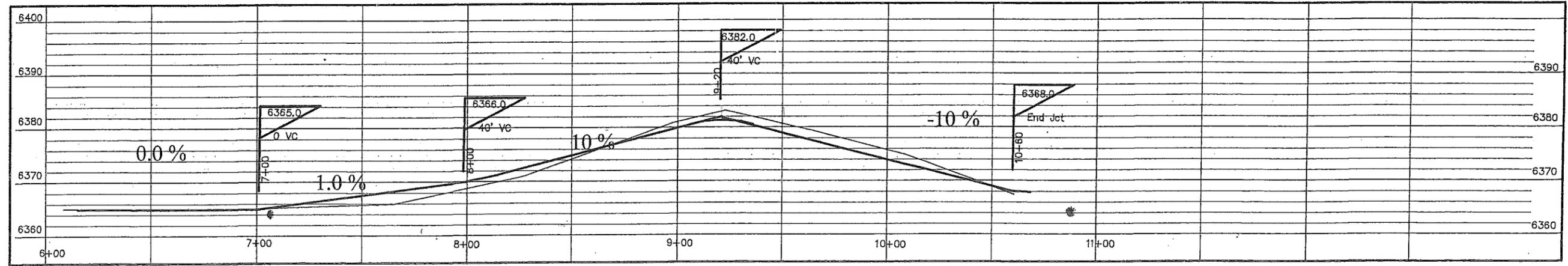
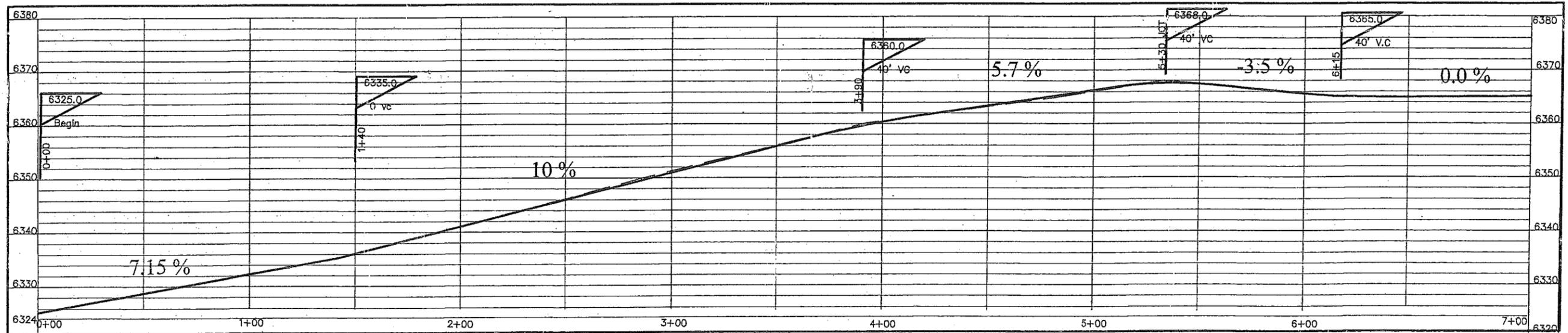
255 SOUTH MAIN P.O. BOX 139
 VICTOR, IDAHO 83455
 (208) 787-2952 aweng@ida.net

Proj # 2013-111 Bender

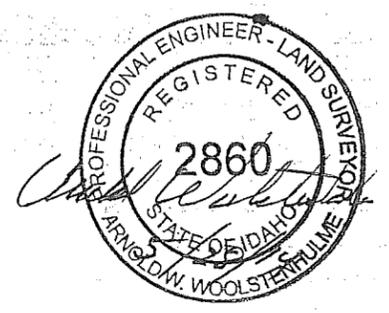
"ROAD PLANS"
 TAYLOR SHADOWS Subdivision

SW1/4 SE 1/4 SEC. 12, TWP 3 N, RNG 45 E,
 Teton County, Idaho

PAGE 2 of 5



"Profile View "

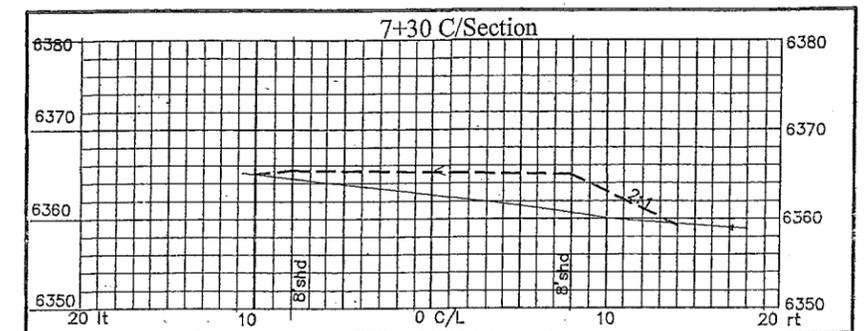
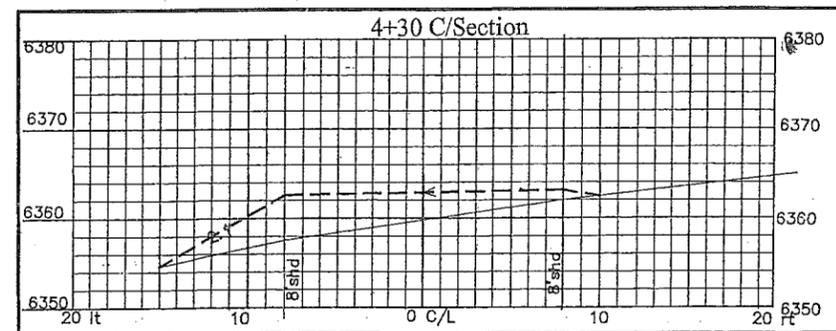
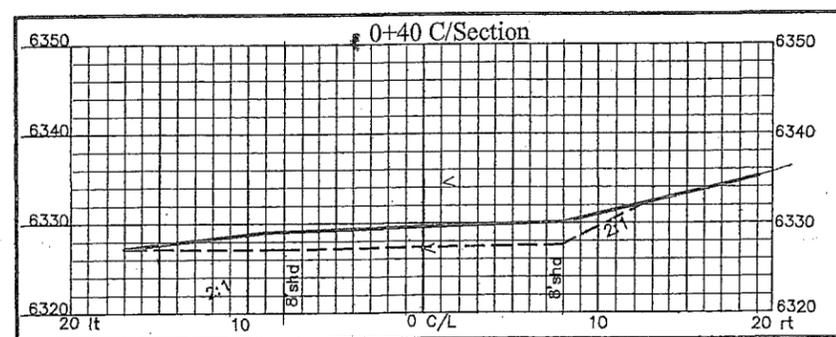
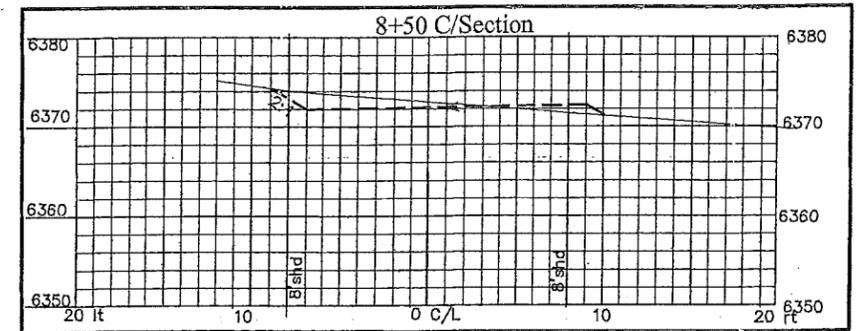
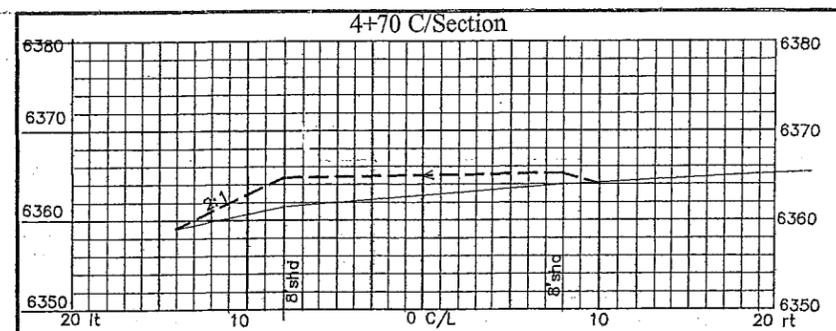
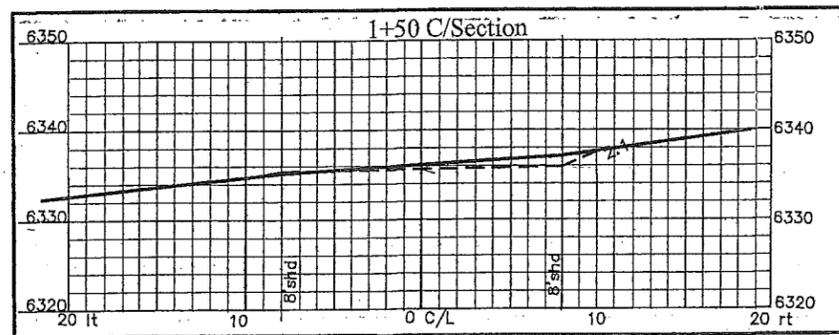
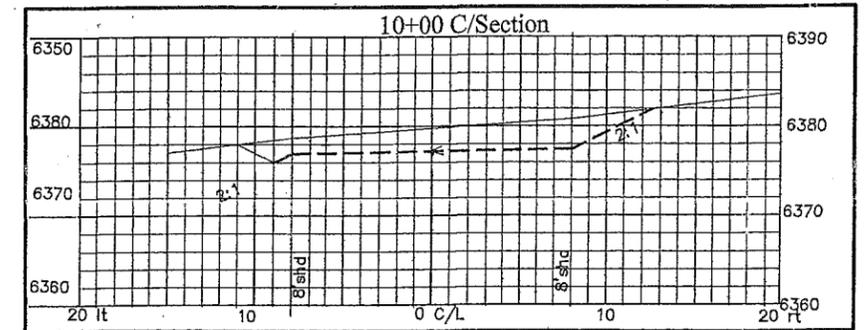
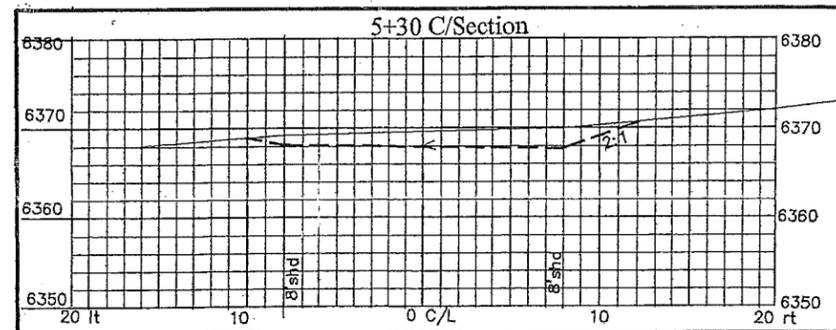
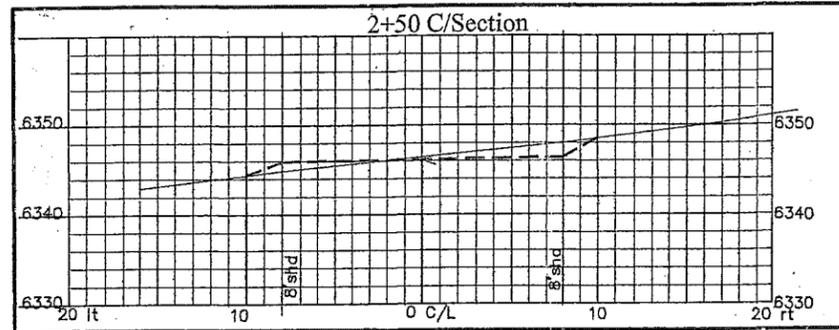
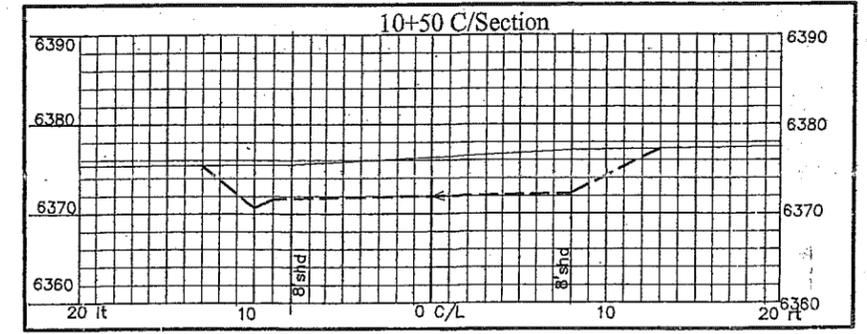
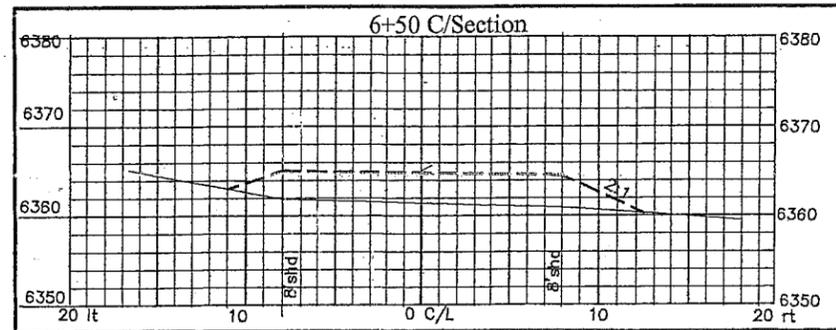
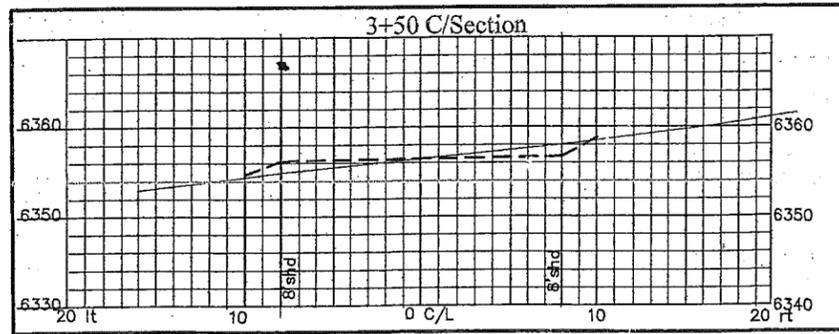


Survey: CLC 12-04-13
 Survey file 12-05-13.dat
 Draw aww 02-12-14

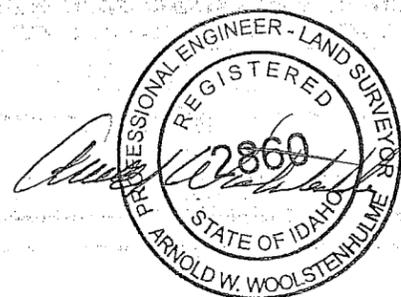
Daniel & Rachel Bender
 RP 03N45E 128850
 4417 Forge Rd
 Perry Hill M.D. 21128

AW ENGINEERING
 255 SOUTH MAIN P.O. BOX 139
 VICTOR, IDAHO 83455
 (208) 787-2952 aweng@ida.net
 Proj # 2013-111 Bender

"ROAD PLANS"
TAYLOR SHADOWS Subdivision
 SW1/4 SE 1/4 SEC. 12, TWP 3 N, RNG 45 E,
 Teton County, Idaho
 PAGE 3 of 5

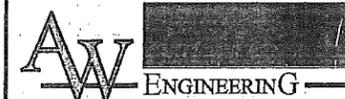


"Road Cross Sections"



Survey: CLC 12-04-13
 Survey file 12-05-13.dot
 Drw aww 02-12-14

Daniel & Rachel Bender
 RP 03N49E 128850
 4417 Forge Rd
 Perry Hill M.D. 21128

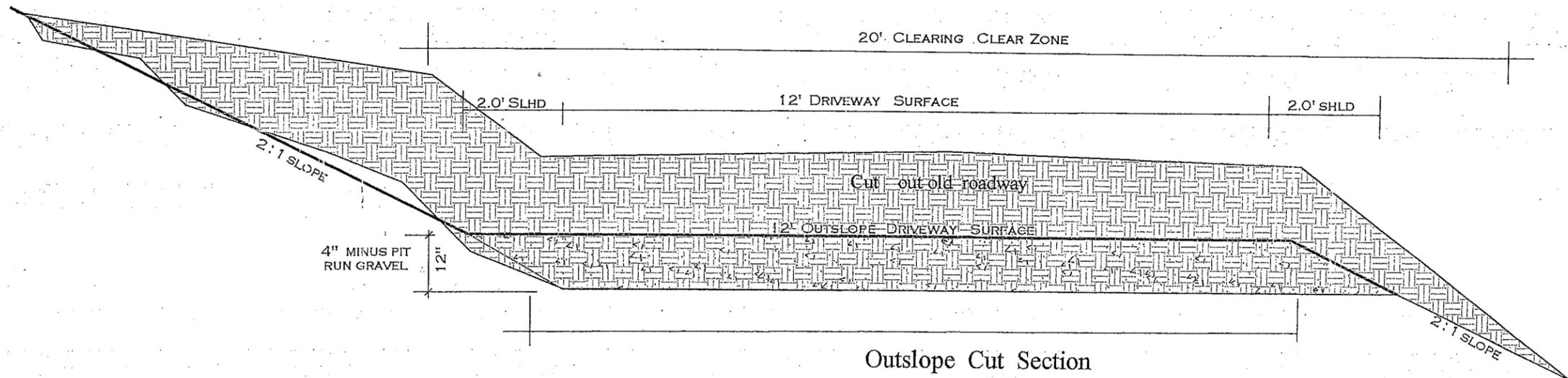


255 SOUTH MAIN P.O. BOX 139
 VICTOR, IDAHO 83455
 (208) 787-2952 aweng@ida.net
 Proj # 2013-111 Bender

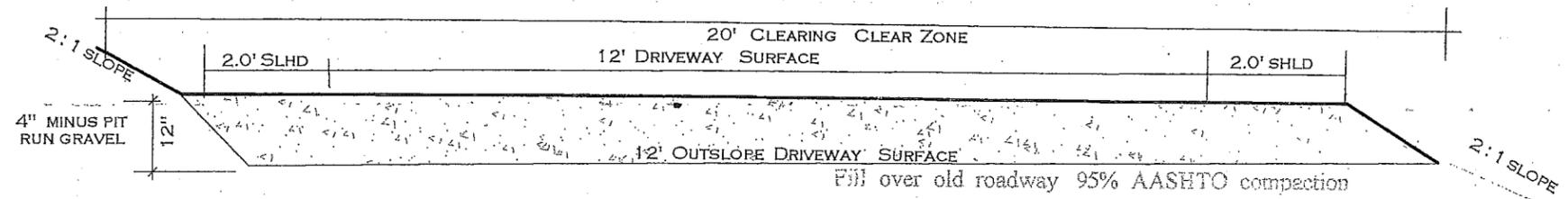
"ROAD PLANS"

TAYLOR SHADOWS Subdivision

SW1/4 SE 1/4 SEC. 12, TWP 3 N, RNG 45 E,
 Teton County, Idaho



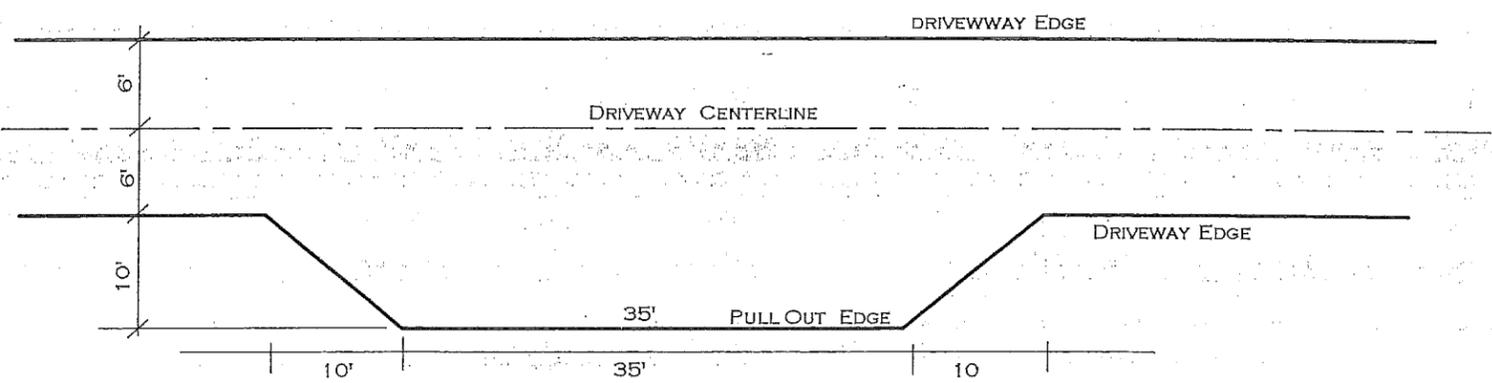
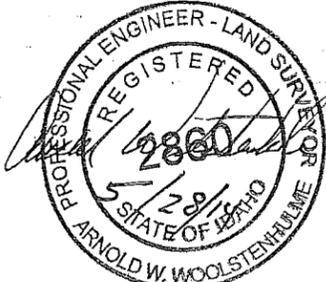
Outslope Cut Section



Outslope Fill Section

CONSTRUCTION NOTES

- 1- THE DRIVING SURFACE WILL HAVE 2% OUTSLOPE GRADE
- 2- 18" MIN DIAM CULVERTS WILL BE INSTALLED IN SWALES WITH WATER RUNOFF EVIDENCE.
- 3- CULVERTS LARGER THAN 18" WILL BE SIZED ACCORDING TO STORM WATER CALCULATIONS
- 4- ALL FILL WILL BE COMPACTED IN 12" OR LESS LAYERS TO 95% AASHTO T-99 STANDARD
- 5- CUT & FILL SLOPES TO BE AT 2:1 UNLESS OTHERWISE SHOWN OR STAKED ON THE GROUND BY THE ENGINEER



Pull Out Typical

LEGEND	
	ROAD SURFACE
	3/4" MINUS CRUSHED GRAVEL 4" DEEP TYPICAL
	6" MINUS PIT RUN GRAVEL 14" DEEP TYPICAL
	NATURAL GROUND LEAVE VEGETATION IN UNTRAVELED AREAS, BLADE MUD OUTSIDE TOPSOIL AREA. PLACE 16' SOIL FABRIC INSTALL AS SHOWN OR DIRECTED

AW-ENGINEERING
 255 So MAIN P.O. BOX 139
 VICTOR, IDAHO 83455
 (208) 787-2952 aweng@ida.net

Road Plan
Taylor Shadows Subdivision
 650 E 9000 So Teton Co., Idaho

draw by aww
 check by sw
 Proj 13-111

REVISIONS

Scale 1"=60'
 date 5-20-14

Rd - 5
 Pg 5 of 5

Teton County, Idaho Planning & Building Department
150 Courthouse Drive, Room 107; Driggs, ID 83422
208-354-2593 ph. 208-354-8410 fax
www.tetoncountyidaho.gov pz@co.teton.id.us



September 19, 2014

Re: Notice of Public Hearing and Solicitation for Comments from property owners within 300 feet of a property that has an application for a subdivision

Dear Property Owners:

This letter is to notify you that an application subdivision has been submitted to the Teton County Planning Department by a nearby landowner. The planning staff is soliciting comments from people in the vicinity of the applicant's property so that we can be aware of neighborhood issues and then incorporate your comments into the staff report to the Board of County Commissioners. The Board of County Commissioners gave Preliminary Approval on August 11th. If you have any comments or questions regarding this application, please contact us at the telephone number, email or address listed above. A public hearing will be held to consider this application. This public hearing will act as a final review before the Board makes a decision to continue, approve, approve with conditions, or deny the subdivision application. With this decision, the Board shall make written findings with respect to the items required with the submission of the application and the following:

- a. previously approved conditions have been met,
- b. any exception to otherwise applicable restrictions shall be identified with reasons to support the exception,
- c. the subdivision is consistent with the public health, safety, and welfare of the county,
- d. the subdivision is consistent with all applicable provisions of the Teton County Code Titles 8 and 9, and
- e. the required information in the application has been verified and correct.

The details below provide more information on the proposal.

Applicant and Landowner: Daniel & David Bender

Legal Description: Part of W ½ SE ¼ Sec 12, T 3N, R 45E, B.M. Teton County, ID. RP03N45E128850

Zoning District: A 2.5

Description of the request: The applicant proposes a 2 lot (13.93 acre) subdivision. The two residential lots will be 9.68 and 3.75 acres, in addition to a 0.5-acre common agricultural area. This project is located east of Victor on Victor Cemetery Road and borders Victor Cemetery to the east.

PUBLIC HEARING

The Teton County Board of County Commissioners will hold a hearing in the Commissioners' Chamber located on the First Floor (lower level, southwest entrance) at 150 Courthouse Drive, Driggs, Idaho on **Tuesday October 14, 2014** on this matter; this is the only item on the agenda. The meeting will begin at **4:00 p.m.**

Information on the above application is available for public viewing in the Teton County Planning and Zoning Department at the Teton County Courthouse in Driggs, Idaho. The development application and various related documents are also posted, as they become available, at www.tetoncountyidaho.gov. To view these items, go to the Calendar or Upcoming Events and select the Board of County Commissioners Public Hearing of 10/14/2014, then select the agenda item in the Additional Information Side Bar. Written comments will be included in the packet of information provided to the Board prior to the hearing if they are received in the Planning and Zoning Department no later than 5:00pm on October 3rd. Written comments may be e-mailed to pz@co.teton.id.us, mailed to the address above, or faxed. You may also present your comments in person at the hearing.

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

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

Mountain Shadows Division II

S Baseline Rd

E 8500 S

Sweet Canyon Acres

12

B.L.M.

7

S 100 E

Rocking SS Ranch

Victor Cemetery Rd

S Baseline Rd

Mountainside Village

Long Ln

Old Jackson Hwy

Edgewood Estates

Timberline Ranch

18

Christopher St

E 9500 S

S Highway 33

E 9500 S

E 9500 S

(access road)

Teton Springs

Major Ln



Legend

- Subject Area
- 300ft Notification Buffer
- Notified Parcels

TAYLOR SHADOWS
SUBDIVISION NOTIFICATION

Printed: September 17, 2014





Teton County Planning
150 Courthouse Drive, Room 107
Driggs, Idaho 83422
Phone: 208.354.2593
Fax: 208.354.8778

FROM: Planner, Kristin Rader
TO: Arnold Woolstenhulme
RE: Taylor Shadows DRC meeting Notes
DATE: September 19, 2014

Arnold, the purpose of this letter is to summarize the meeting we had on Tuesday.

CC&R's

- Section 2.03 needs to match the Natural Resources Analysis. I believe you already contacted the applicant about this, but the new CC&Rs that I received from Sharon do not have the change. I have attached those CC&Rs with the sentence highlighted that needs to be changed. I also added a draft copy of the motion from the Preliminary Plat Public Hearing (the minutes have not been completed). In the motion, it has a condition about addressing Section 2.03 in the CC&Rs.

Road Plan

- Earle Giles expressed concerns that parts of the road and driveway were not designed to County Standards. This will need to be addressed before the subdivision can be signed off as completed.

Public Health/Sewer

- Mike Dronen with EIPHD was unable to attend the meeting; however, he emailed me the following comment:
“I have no additional comments, above those in the 29 May letter. As a reminder, before preparing the plat cover page, the engineer/applicant should contact EIPHD for the specific Health Certificate language.”

Attachments: Taylor Shadows CC&Rs; DRAFT BoCC Motion from 8/11/2014

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

TAYLOR SHADOWS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Covenants, Conditions and Restrictions is made and executed in Teton County, Idaho this _____ day of _____, 2014 by Daniel S. Bender and David J. Bender hereinafter called "Declarant(s)"

PURPOSE

WHEREAS, Declarants are the owners of a certain property located in Teton County, Idaho, and more particularly described as follows:

DECLARATION

NOW, THEREFORE, Declarants do hereby declare that TAYLOR SHADOWS is and shall be owned, occupied and improved subject to the following uniform covenants, conditions and restrictions. The restrictions set forth herein shall run with the real property and shall be binding upon all persons having or acquiring any interest in such real property or any part thereof; shall inure to the benefit of every portion of such real property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, their successors in interest, and may be enforced by Declarants, by any owner or his successors in interest or by the Taylor Shadows Homeowners' Association.

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in these restrictive covenants shall have the meanings hereinafter specified:

1. ASSESSMENTS shall mean assessments of the Homeowners' Association and includes both regular and special assessments.
2. _____ CONDITIONS, COVENANTS AND RESTRICTIONS shall mean this Declaration as it may be amended from time to time.
3. LOT shall mean each lot as designated as such on the recorded plat, whether or not improved.
4. OWNER shall mean (a) the person or persons or other legal entity or entities, including Declarants, holding an aggregate fee simple interest in a lot or, as the case may be, (b) the purchaser of a lot under an executory contract of sale, but excluding those having such interest as security for the performance of an obligation.

ARTICLE II GENERAL RESTRICTIONS

All real property within Taylor Shadows Subdivision shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 2.01. No Further Subdividing. No lot may be further subdivided, provided, however, that nothing herein shall prevent the transfer or sale of any lot to more than one person to be held by them as tenants in common, joint tenants by the entirety or as community property. Also, two contiguous lots, if owned by the same record owner, may be combined as one lot. For the purposes of applying the covenants and restrictions herein contained by such combined residential lot or lots, the combined lots shall be treated as one lot for the purpose of applying the provisions hereof. See Declaration - pg.1 of this Declaration of Covenants, Conditions and Restrictions.

Section 2.02 Signs and Lighting. No signs of any character shall be placed or maintained on any lot except:

- (1). one sign advertising the premises for sale or rent, which sign shall not exceed six square feet;
- (2). one sign identifying the name and/or address of the owner's or occupant's lot, which sign

shall not exceed two square feet;

(3). one sign used by the builder to advertise the project during the construction period.

(4). exterior lighting must be downward directed, low wattage, dark sky lighting as required by Teton County, Idaho Title 8, Section 8-4-5.

(5). all signs on Taylor Shadows properties will adhere to Teton County, Idaho Title 8, Chapter 9, Sections 8-9-1 through 8-9-7.

Section 2.03 Animals. Owners of animals shall exercise proper care, restraint and control of their animal or animals to prevent them from becoming a nuisance. All livestock as well as any domestic pets shall be kept in a corral in such a way as to keep the area green and growing and also to ensure that wildlife are not chased or harassed. In addition to yard fences, corrals may also be located in the common area. Any hay or feed that must be stored must be contained in such a way as to prevent the attraction of wildlife. If any dog or dogs are caught or identified as being a nuisance the Board shall have the authority to have such animal or animals impounded at any available location, and/or shall assess a penalty against the owner of such animal or animals of not more than \$200.00, plus all costs of impoundment. If any such animal or animals are a chronic nuisance due to barking or are caught or identified chasing or harassing wildlife, livestock or people on a second occasion, the Board shall have the authority to have such animal or animals impounded or destroyed. No owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife or people shall have the right of action against the Board or any member thereof, for the impoundment or destruction of any such animal or animals.

Section 2.04 Offensive Activity. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Taylor Shadows Subdivision . Trash, garbage or other waste shall be kept in sanitary containers that must be stored within an enclosed structure. All incinerators, or other equipment for the storage or disposal of such material, shall be kept clean and sanitary and not become offensive or a nuisance. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants.

Section 2.05 Repair of Buildings. No improvement shall be permitted to fall into disrepair and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof.

Section 2.06 Exemption of Declarants. Nothing herein shall limit the right of the Declarants to complete excavation, grading and construction of improvements to any property owned by Declarants, or to use a structure in as a model home or leasing or sales office. The rights of the Declarants hereunder and elsewhere in these restrictions may be assigned by Declarant.

Section 2.07 No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

Section 2.08 Temporary Structures. Only temporary structures which are approved by the Board may be installed on a lot during construction of a permanent residence. If progress of construction is halted or slowed for any length of time, all materials shall be stored neatly so as to present no hazards or unsightly appearance. All temporary buildings shall be removed promptly when construction of the residence has been completed.

Section 2.09 Weed Maintenance and Control. It shall be each lot owner's responsibility including the Homeowners' Association, to eradicate noxious weeds on land in Taylor Shadows Subdivision to comply with any applicable ordinance, law, rule, or regulation pertaining to the removal and control of noxious weeds. Noxious weeds shall mean those plants which are injurious to public health, crops, livestock, land or other property. If a lot owner does not comply, the Homeowners' Association will assume responsibility of eradicating the weeds on the subject lot and subsequently bill said non-compliant lot owner for costs involved, or lien the lot.

Section 2.10 Buildings and Improvements. No lot shall be improved except by a dwelling or residence structure (hereinafter "residence") designed to accommodate a single family and occasional guests, plus a garage and other improvements incident to a single family residence. All proposed buildings and improvements shall be submitted to the Design Committee for approval. Provided, however, notwithstanding anything contained herein to the contrary, after the primary residence is fully constructed one additional guest house may be constructed (hereinafter "guest house"). No apartments, condominiums or other multiple dwelling structure may be built.

Section 2.11 Un Sightliness. No unsightliness shall be permitted on any Lot or on the exterior or other portions of a Residence visible from elsewhere on the Subject Property, Common Area, or any adjacent

property. Without limiting the generality of the foregoing: (1) all unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure or appropriately screened from view; (2) refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure; (3) service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; (4) pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities and gas, oil, water, propane or other tanks, and sewage disposal systems or devices shall be kept and maintained within an enclosed Structure or below the surface of the ground; (5) No grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate; and (6) all rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon.

Section 2.12 Sanitation. Sanitary rules and regulations of Eastern Idaho Public Health Dept. will be adhered to. A permit from Eastern Idaho Public Health Dept. is required for the installation of any and all septic systems.

Section 2.13 Right to Farm Provision. Taylor Shadows Subdivision acknowledges the Right to Farm Act Idaho Code Chapter 45 Sections 22-4501 through 22-4504

Section 2.14 Wildlife Habitat Provision. All areas outside of the approved building envelopes will be managed and preserved for wildlife habitat. There will be no development or motorized vehicle access within areas outside of the approved building envelopes.

Section 2.15 Unmodifiable provisions. The following items cannot be changed by Taylor Shadows Homeowners' Association:

- (1). Weed maintenance and control
- (2). Teton County dark skies requirements
- (3). No further lot split statement
- (4). County setbacks and heights as depicted on the approved Master Plan
- (5). Right to Farm Act
- (6). A permit from Eastern Idaho Public Health Dept. is required for the installation of any and all septic systems.

Section 2.16 Bear conflict. Teton County Land use Title 4 Section 7-4 addressing bear conflict will be adhered to.

ARTICLE III **DESIGN STANDARDS**

No building or other improvements shall be constructed on Lots 1-2, nor shall any alterations therein be made until the plans and such other information as the Design Committee may require, shall have been submitted to and approved in writing by the Design Committee. The Design Committee shall consider the suitability of the improvements, the materials, the colors, and the nature of the adjacent improvements. The objective of the Design Committee is to ascertain that any proposed improvements will enhance the aesthetic and monetary values of the area. If the plans are disapproved, said structures and improvements may not be constructed or placed upon said lot. The decision of the Committee is final and binding upon all parties concerned.

Section 3.01 Structures

- (1). Structures shall be located within the designated building envelopes depicted on the approved Master Plan and are encouraged to relate to the terrain and physical features of the property. The primary concern of the board will be that design, exterior finish, and location harmonize with and compliment the natural environment.
- (2). Exterior materials shall be of natural wood, peeled log, stone or other similar natural material. Roof materials shall be cedar shake, heavy weight asphalt shingle, non-reflective metal, decro-bond or similar material. Alternative exterior materials which resemble natural materials may be proposed to the Design Committee for consideration and approval.
- (3). Exterior finishes shall be earth toned stains, or clear non-glossy preservatives. All exposed metals shall have a dull colored finish, or shall be flat color anodized or painted.
- (4). Exterior colors shall be subdued and in the earth tone range. Color samples on pieces of all exterior materials and roofing materials to be used, shall be submitted to the design committee for approval.
- (5). Landscaping shall be in place within a year of construction.

Section 3.02 Parking. Sufficient driveways and parking areas shall be provided by the owner of each lot to permit off-street parking, in order that the flow of traffic may not be obstructed or impeded and that snow removal may be facilitated.

Section 3.03 New Construction. All improvements shall be of new construction and constructed on the lot and no pre-built or pre-fabricated homes will be permitted. Component or modular construction will not be permitted unless the Design Committee specifically permits the same.

Section 3.04 General Development. All development on the property will meet the recommendations of the Natural Resource Analysis that was completed for Taylor Shadows.

ARTICLE IV DESIGN COMMITTEE

Section 4.01 Design Committee. The Design Committee shall consist of the owners of Lots 1 and 2. The Design Committee may adopt rules and regulations as deemed necessary to the performance of their responsibilities, provided said rules and regulations are not in conflict with those adopted by the Association.

Section 4.02 Authority and Duties. The Design Committee shall be responsible for reviewing construction plans and specifications and other responsibilities delegated to them by the Association.

Section 4.03 Meetings. The Design Committee shall meet from time to time as it deems necessary.

Section 4.04 Limitation of Liability. Neither the Design Committee nor any member thereof shall be liable to any party for any action or inaction taken with respect to any provision of these Covenants, provided that such Design Committee has acted in good faith. All members of the Design Committee shall be indemnified and held harmless by the property owners and Association from liability, damages and expenses for any decision or action they may make while acting within the scope and course of their duties.

ARTICLE V ENFORCEMENT

The limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the Declarants, by the Board or by any owner of a lot within the property.

Section 5.01. Right of Enforcement Every owner of a lot within the property hereby consents to the entry of an injunction against him or her, or his or her tenants or guest, to terminate and restrain any violation of these Covenants.

Section 5.02. Violations Any lot owner who uses or allows his or her lot to be used or developed in violation of the covenants further agrees to pay all costs incurred by the Board or the Declarants or other lot owner in enforcing these covenants, including reasonable attorney's fees.

ARTICLE VI DURATION OF COVENANTS

All of the covenants, conditions and restrictions set forth herein shall run until December 31, 2030, unless amended as herein provide. They shall continue and remain in full force and effect at all times against the property and the owners and purchasers of any portion thereof, and shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by owners who own at least eighty percent (80%) of the lots in Taylor Shadows Subdivision, and such written instrument is recorded with the Clerk of Teton County, Idaho.

ARTICLE VII SEVERABILITY

Any decision by a court of competent jurisdiction invalidating any part or paragraph of these covenants shall be limited to the part or paragraph affected by the decision of the court and the remainder of these covenants shall remain in full force and effect.

ARTICLE VIII ACCEPTANCE OF COVENANTS

The undersigned Declarants and owners, and every subsequent owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions of these covenants, and every lot owner or purchaser, through his or her purchase or ownership, expressly accepts and consents to the operation and enforcement of all of the provisions of these Covenants.

• **MOTION.** 6:11pm Commissioner Kunz moved to approve the Preliminary Plat for the Taylor Shadows Subdivision having concluded that all the Criteria for Approval of a Preliminary Plat found in Title 9-3-2-B can be satisfied with the inclusion of the recommended six conditions of approval from the Planning Commission and the following two items per the Staff Memo of August 8, 2014:

CC&Rs

- Section 2.03 – this section was conflicted with the Natural Resource Analysis for where animals would be kept and was asked to be clarified after the DRC meeting. The updated CC&Rs state: “All livestock as well as any domestic pets shall be kept in a corral in such a way as to keep the area green and growing and also to ensure that wildlife are not chased or harassed. In addition to yard fences, corrals may also be located in the common area.” The Natural Resources Analysis identifies the common area as the location for animal pens, so it is my recommendation that this be changed to “...In addition to yard fences, corrals shall be located in the common area.” so the CC&Rs and Natural Resources Analysis are no longer conflicting.
- All other issues were addressed accordingly.

Stormwater Plan & Erosion Plan

- One of the issues from the DRC meeting was that the legend needed to be revised so the labels were correct. Part of this issue was addressed.
- On the updated Erosion Plan, there are three labels on the legend (straw bales, sediment fence, and small drainage ditch & berm) that are not identified on the plan. This should be identified on the plan as a condition for approval.

And,

- having found that the considerations for granting the Preliminary Plat Approval for the Taylor Shadows Subdivision can be justified and have been presented in the application materials, staff report, and presentations to the Planning & Zoning Commission and the Teton County Board of County Commissioners, and
- having found that the proposal is generally consistent with the goals and policies of the 2012-2030 Teton County Comprehensive Plan,

the Board hereby APPROVES the Preliminary Plat for Taylor Shadows subdivision as described in the application materials submitted May 28, 2014 and as supplemented with additional applicant information attached to this staff report. Motion seconded by Commissioner Rinaldi and passed unanimously.

**NATURAL RESOURCES ANALYSIS
PROPOSED TAYLOR SHADOWS SUBDIVISION,
TETON COUNTY, IDAHO**

RECEIVED
AUG 05 2014
TETON COUNTY
PLANNING & ZONING



Prepared For
David Bender
140 Alpine Trl
Victor, ID 83455

Prepared By



PO Box 8578, 140 E. Broadway, Suite 23, Jackson, Wyoming 83002

August 10, 2014

© Copyright 2014, Biota Research and Consulting, Inc.

CONTENTS

Introduction and Background	1
Location and Physiography.....	1
Existing Conditions Inventory	1
Floodplains, Wetlands, and Riparian Areas.....	1
Geologic or Seismic Hazards.....	1
Wildfire Danger	2
Vegetation Communities	2
Ridges and Rock Outcroppings	3
Proximity to State Highways or Ski Hill Road.....	3
Wildlife Habitat Assessment.....	3
Threatened and Endangered Species	4
Impact Analysis	4
Mule Deer	5
Elk.....	5
Mitigation Plan.....	5
Land Management Plan	6
Summary and Conclusion	6
Literature Cited	7
Appendix 1 – List of Exhibits.....	8
Appendix 2 – Photographic Documentation.....	19
Appendix 3 – Letter from U.S. Fish and Wildlife Service	23
Appendix 4 – Threatened and Endangered Species.....	28
Appendix 5 – General Land Use Recommendations.....	30

TABLES

Table 1. Acreages, percent occurrence, and indicator habitat status of vegetative covertypes within the Proposed Taylor Shadows Subdivision project area.....	2
Table 2. Impact threshold definitions	5

**NATURAL RESOURCES ANALYSIS
PROPOSED TAYLOR SHADOWS SUBDIVISION,
TETON COUNTY, IDAHO**

INTRODUCTION AND BACKGROUND

Biota Research and Consulting, Inc. prepared a Natural Resources Analysis (NRA) for the proposed Taylor Shadows Subdivision in Teton County, Idaho in 2014. Information provided in this NRA is necessary to assess the possible adverse effects of proposed development on natural resources, and to ensure compliance with Title 9 of the Teton County Code. This analysis was required by Teton County because the property is located within the Wildlife Habitat (WH) Overlay for big game migration corridors and seasonal range.

The project area is comprised of a 13.9-acre tract owned by Daniel Bender (RP03N45E128850), within which Taylor Shadows Subdivision has been proposed. Existing development within the project area is minimal, consisting of an old access road and several old barbed wire fences. Proposed development plans currently include upgrading the existing driveway to meet county specifications, and splitting the property into 2 parcels and a 0.5-acre common area. The northern lot (Lot 1) is slated to be 9.68 acres, and the southern lot (Lot 2) will be 3.75 acres. A development area (building envelope) has been proposed for each parcel; the Lot 1 building envelope is 0.92 acres in size, and the Lot 2 envelope is 0.37 acres.

Fieldwork associated with the NRA was conducted in April of 2014, with efforts focused on determining vegetative covertypes and identifying indicator habitat and wildlife use patterns.

LOCATION AND PHYSIOGRAPHY

The project area is located east of the town of Victor in Teton County, Idaho (T3N, R45E, Section 12; Appendix 1-Exhibits 1 and 2). The project area is bordered by the Victor Cemetery on the west, BLM land on the east, and private land to the south and north. Access to the property is gained by traveling east from Victor on Cemetery Road to an existing driveway that accesses the project area. Although the property is elevated above the valley floor, it does not lie within the Hillside (HS) Overlay.

EXISTING CONDITIONS INVENTORY

Per Title 9 of the Teton County Code, the NRA shall include a description of existing conditions on the application parcel.

Floodplains, Wetlands, and Riparian Areas

No floodplains, wetlands, or riparian areas are present within the project area.

Geologic or Seismic Hazards

Seismic maps produced by the Idaho Geological Survey in 2011 depict National Earthquake Hazards Reduction Program (NEHRP) seismic classes for Teton County. According to this mapping, the southwestern portion of the project area is classified as Class 2, and the remainder of the project area is classified as Class 3 (Appendix 1-Exhibit 3). This means that the project area is located in an area of

relatively high shear-wave velocity, which would likely result in lower shaking intensity during a seismic event, and indicates it is a fairly low risk area.

Wildfire Danger

The Title 9 Code refers to the “latest adopted plan of the Teton County Fire Protection District” for a determination of whether there are areas of the project area that are in designated “high” or “extreme” wildfire danger. The scale (county-wide) of the fire hazard map included in the most recent (2009) Wildfire Protection Plan (CWPP) makes it difficult to discern individual parcels, but it appears that the project area is in a Level 1 fire behavior zone (on a scale of 0 to 3, with Level 3 being the highest potential fire hazard). No CWPP GIS data for the county are available, nor is a higher resolution zoomed-in view of the parcel in relation to the CWPP mapping.

In addition to the CWPP information, Wildland Urban Interface (WUI) mapping was acquired from the Teton County GIS Department. The WUI is generally defined as those areas where homes are built near or among lands prone to wildland fire. The local WUI mapping was developed by the Caribou-Targhee National Forest and depicts the project area as within the WUI zone (Appendix 1-Exhibit 4).

Although the CWPP mapping depicts relatively low fire hazard in the vicinity of the project area, the vegetation communities within the project area are dominated by flammable shrubs and trees. It is advisable that the property owners create defensible space around all structures to limit the amount of flammable vegetation and materials surrounding the structures and implement other best management practices for development in fire-prone areas. The National Fire Protection Association provides a number of resources (<http://www.firewise.org/wildfire-preparedness/be-firewise/home-and-landscape.aspx>). Areas included in the defensible space are accounted for in the development impact analysis.

Vegetation Communities

The majority of the project area is comprised of undisturbed, native vegetation communities (Appendix 1-Exhibit 5). Tall Shrub (a.k.a. mountain shrubland) is the dominant community type. Specifically, Serviceberry-big sagebrush/Kentucky bluegrass (*Amelanchier alnifolia-Artemisia tridentata/Poa pratensis*) is the dominant plant association. This association comprises 12.8 acres (92%) of the project area, and the remainder is comprised of a Douglas-fir/chokecherry (*Pseudotsuga menziesii/Prunus virginiana*) association and a previously disturbed area (Table 1).

Table 1. Acreages, percent occurrence, and indicator habitat status of vegetation associations within the Bender project area, Teton County, Idaho.

Vegetation Associations	Area (Acres)	% of Parcel	Big Game Indicator Habitat (Y/N)
Tall Shrub – Serviceberry-big sagebrush/Kentucky bluegrass	12.8	92	Y
Evergreen Woodland – Douglas fir/chokecherry	0.9	7	N
Disturbed (Driveway)	0.2	1	N
Totals	13.9	100	NA

The serviceberry-big sagebrush/Kentucky bluegrass association within the project area is dominated by Saskatoon serviceberry, mountain big sagebrush, antelope bitterbrush, and mountain snowberry in the shrub layer, with an understory dominated by bluegrass, slender wheatgrass, Oregon grape, sulfur buckwheat, common yarrow, and other herbaceous species. Moderate to heavy ungulate browsing was evident on the serviceberry and bitterbrush shrubs. Mature Rocky Mountain juniper and Douglas-fir are scattered throughout this community but do not dominate the overstory.

The Douglas-fir/chokecherry association is dominated by Douglas fir and quaking aspen trees in the overstory, with an understory of serviceberry, Douglas hawthorn, mountain snowberry, and woods rose. This association is located high on the hillside in the northeastern portion, and appears to be an ecotone between the tall shrub community within the project area and the dense Douglas-fir/quaking aspen forest located higher on the hill east of the project area.

Ridges and Rock Outcroppings

No significant ridges or rock outcroppings exist within the project area.

Proximity to State Highways or Ski Hill Road

The project area is located within one mile of Highway 33, and a portion of the parcel is visible from Highway 33 (Appendix 1-Exhibit 6). The project area is not located within one mile of, or visible from, Ski Hill Road.

WILDLIFE HABITAT ASSESSMENT

The project area lies entirely within the WH Overlay for big game migration corridors and seasonal range (Appendix 1-Exhibit 7) and, therefore, is subject to the Teton County WH Overlay regulations as outlined in Title 9. The WH Overlay regulations require that the Natural Resources Analysis include the following documentation:

- Wildlife Habitat Assessment;
- Impact Analysis;
- Mitigation Plan; and
- Land Management Plan.

In addition, the following maps are also required:

- Big game winter range on or within 1 mile of the proposed subdivision;
- Information pertinent to the Wildlife Habitat Assessment;
- Proposed impacts to wildlife or indicator habitat; and
- Proposed mitigation treatment areas and treatment measures.

The indicator species for big game habitat, as defined in Title 9, are elk and mule deer, and the indicator habitat for these species is mountain shrublands. More than 90% of the project area is comprised of a tall shrub (mountain shrubland) plant association (Appendix 1-Exhibit 8). Most of the vegetation within the project area is indicator habitat for big game. The only areas of the project area that are not indicator habitat are the existing driveway and the northeastern corner, which is comprised of a Douglas-fir/chokecherry plant association.

Abundant elk, mule deer, and moose sign observed throughout the project area during field investigations confirms that the area is important habitat for these species. Because elk and mule deer have been identified as indicator species for the WH Overlay, these species will be the focus of the wildlife habitat assessment. Numerous elk and mule deer pellet groups, bedding sites, tracks, rubs, evidence of browsing, and game trails are present throughout the project area (see Appendix 2-Photos 1-4). Elk and mule deer trails are numerous, and it appears some of the more significant trails have been used by horses, or vice versa.

Mule deer pellet groups outnumbered those of elk by a 20:1 ratio, and several mule deer were observed in central portion of the project area during field investigations. Bedding sites and rubs were scattered around the project area. It appears that the project area serves as year-round habitat for elk and mule deer; however, deep snow likely limits winter use in most years. Any mule deer or elk use of the project area in the winter is likely incidental. Concentrated use of the project area by mule deer and elk likely occurs during spring, summer, and fall. The value of the project area as mule deer and elk habitat is elevated by minimal development located on and around the parcel, a lack of human activity, low hunting pressure, and natural environmental features that prove attractive to these species.

Threatened and Endangered Species

Teton County consulted with the US Fish and Wildlife Service (USFWS) regarding the proposed Taylor Shadows Subdivision in March 2014. Correspondence received from the USFWS is presented in Appendix 3. The USFWS identified one species listed as threatened (grizzly bear), one proposed threatened species (yellow-billed cuckoo), and two candidate species for listing (greater sage-grouse and North American wolverine) under the Endangered Species Act that may occur in the vicinity of the Taylor Shadows project area. A response to the USFWS letter is presented in Appendix 4.

IMPACT ANALYSIS

Due to the extent of indicator habitat in the project area and minimal existing development, new development at any scale is likely to have adverse impacts on indicator habitat and indicator species. The only portion of the project area that is not comprised of indicator habitat is the existing driveway and a small area of Douglas-fir/chokecherry coevertype in the northeastern portion. The eastern portion of the project area is dominated by steep slopes that exceed 20% and is not conducive for development.

Proposed development areas have been located in the only portion of the project area that has slopes less than 20% and is the only feasible area upon which to build. The development areas (per plans provided by AW Engineering) will impact approximately 16.8% (2.15 acres) of the mountain shrubland habitat (Appendix 1-Exhibit 9). Proposed development consists of driveway enlargement, construction of 2 single-family residences and appurtenant structures, and a common area for gardens, animal pens, etc. Wildland fire protection measures will include the creation of fire breaks around all structures. The development will result in increased human presence on the property, but human activity will be concentrated in areas proximate to residences.

An assessment of consequences of the proposed development on big game indicator species is provided below. The assessment uses the following impact measure, duration, and intensity definitions.

Impact Measures - Four impact measures are examined including habitat loss, mortality, habitat fragmentation, and human-caused disturbance.

- Habitat Loss - Implementation and perpetuation of all or part of the project would result in a direct loss of habitat.
- Mortality - Implementation and perpetuation of all or part of the project would result in the death(s) of individuals.
- Habitat Fragmentation - Implementation and perpetuation of all or part of the project would result in the fragmentation of habitat.
- Human-caused Disturbance - Implementation and perpetuation of all or part of the project would result in the displacement of individual animals.

Duration of Impact - A short-term impact would have a duration less than or equal to 3 years and a long-term impact would have a duration greater than 3 years following implementation.

Intensity of Impact - Impact thresholds are defined in Table 2.

Table 2. Impact threshold definitions for the development impact analysis.

Impact Threshold Definitions				
Measures	Negligible	Minor	Moderate	Major
Habitat Loss	A small number of individual animals and/or a small amount of their respective habitat may be adversely affected via direct or indirect impacts associated with a given alternative. Populations would not be affected or the effects would be below a measurable level of detection. Mitigation measures are typically not warranted.	Adverse impacts to individual animals and/or their respective habitats would be more numerous and detectable. Populations would not be affected or the effects would be below a measurable level of detection. Mitigation measures may be needed and would be successful in reducing adverse effects.	Effects to individual animals and their habitat would be readily detectable, with consequences occurring at a local population level. Mitigation measures would likely be needed to reduce adverse effects and would likely be successful.	Effects to individual animals and their habitat would be obvious and would have substantive consequences on a regional population level. Extensive mitigation measures would be needed to reduce any adverse effects and their success would not be guaranteed.
Mortality				
Habitat Fragmentation				
Human-caused Disturbance				

The proposed development will result in a direct loss of high quality habitat for elk and mule deer.

Mule Deer

The proposed development will likely negatively affect an unknown number of mule deer by reducing the availability of spring-summer-fall foraging and cover habitat and increasing human activity in the area, but it is not expected to have a measurable effect on the Teton Valley mule deer population. Deer movements to and from the surrounding parcels and the mountains east of the project area will not be disrupted. The proposed development is expected to have minor adverse, long-term impacts on mule deer.

Elk

Elk use the forested areas and mature Douglas-fir trees for cover and, to a lesser degree, the mountain shrubland community for foraging. Proposed development will reduce the availability of spring-summer-fall elk foraging habitat, and increased human activity on the project area may alter elk use patterns. Proposed development will likely negatively affect a few individual elk, but it is not expected to have a measurable effect on the Teton Valley elk population. Elk movements to and from the surrounding parcels and the mountains east of the project area will not be disrupted. The proposed development is expected to have negligible adverse, long-term impacts on elk.

MITIGATION PLAN

Per guidance provided in Title 9, avoidance and minimization of impacts are preferable to offsetting mitigation measures. In this case, complete avoidance of impacts to indicator habitat was not possible; however, project proponents have developed a subdivision plan that minimizes development-related impacts. By splitting a property that is zoned A-2.5 into only 2 lots, the area of disturbance has been minimized. The proposed building envelopes and associated disturbance areas total 2.41 acres. The

existing driveway, which will be used for access to the neighborhood, comprises 0.26 acres of the proposed disturbance area. The remaining 2.15 acres of the impact area is comprised of undisturbed tall shrub habitat. The eastern half of the property will not be developed and will remain in a relatively undisturbed state. The current development plan allows the owner to achieve project goals and objectives while minimizing wildlife habitat disturbance.

Direct, on-site mitigation based on replacement of indicator habitat is not feasible because there are no suitable (i.e., previously-disturbed) areas to implement this type of mitigation on the project area. Instead, mitigation for impacts to indicator species will be accomplished through habitat preservation and land management practices (Appendix 1-Exhibit 10). Use restrictions and habitat protection mechanisms have been incorporated into the covenants, conditions, and restrictions (CCRs) for the neighborhood to ensure that undeveloped portions of the neighborhood are preserved as wildlife habitat. Section 2.14 of the CCRs for Taylor Shadows Subdivision is the Wildlife Habitat Provision, which states that "all areas outside of the approved building envelopes will be managed and preserved for wildlife habitat. There will be no development or motorized vehicle access within areas outside of the approved building envelopes."

In addition the owner will remove several old, dilapidated, barbed wire fences within and surrounding the property that are no longer used. Fence will remain along the northern boundary of the property because this fence keeps g horses on the neighboring property. Any new perimeter fencing will follow the wildlife-friendly fencing guidelines provided in Appendix 5. In addition, the landowner will initiate weed management efforts to control spotted knapweed and other noxious weeds that currently exist in the project area.

These mitigation measures are appropriate and likely to succeed in mitigating impacts to indicator species. Elk and mule deer will continue to use the project area after the development is completed.

LAND MANAGEMENT PLAN

All land outside of the proposed development areas will be managed and maintained to enhance and preserve wildlife habitat. Weed management efforts will be carried out on an as-needed basis and will ensure that noxious weeds are controlled and prevent weed encroachment into native plant communities. As mentioned in the mitigation plan, several of the old barbed wire fences in the project area will be removed. Fence removal will facilitate wildlife movement through the project area and reduce the potential for entanglement and injury. Domestic pets will be restrained within yard fences to ensure that wildlife are not chased or harassed.

All monitoring, management, and maintenance of open areas within the subdivision will be performed and funded by the owners. Human use of the open areas will be minimized. Vegetation communities within the project area are in good condition and will require minimal management. Many of the plant species in these communities are fire-dependent, and in the absence of fire, may require some manual thinning to maintain healthy vigorous growth and optimal habitat characteristics. Land management activities such as thinning and weed control will be carried out on an as-needed basis and will be performed in a manner that minimizes negative impacts to big game habitat and avoids harm to natural resources.

SUMMARY AND CONCLUSION

The proposed Taylor Shadows Subdivision will result in the development of two parcels within the 13.9-acre project area. Development plans provided by AW Engineering include driveway enlargement;

construction of 2 single-family residences and appurtenant structures; and development of a neighborhood common area. This NRA report has been prepared because the project area falls entirely within the WH Overlay for big game migration corridors and seasonal habitat. The proposed development will result in 2.15 acres of impact to the tall shrub (mountain shrubland) plant association, which is indicator habitat for big game. Development-related impacts to mule deer are expected to be adverse, minor, and long-term, and impacts to elk are expected to be adverse, negligible, and long-term.

It is concluded that the proposed development is compliant with Title 9 of the Teton County Code as it pertains to development occurring within the WH Overlay. Proposed development has been located so that direct impacts to big game habitat and indicator species are minimized. Impacts to big game habitat and indicator species will be mitigated through minimization of impacts; the incorporation of a wildlife habitat protection mechanism into the neighborhood CCRs; and implementing wildlife-friendly land management practices.

LITERATURE CITED

Teton County. 2012. Title 9 Teton County Subdivision Regulations. Revised 11/05/2012.
http://www.tetoncountyidaho.gov/pdf/codePolicy/Title9_apdxA_Amdended_20121115.pdf

APPENDIX 1 – LIST OF EXHIBITS
NATURAL RESOURCES ANALYSIS
PROPOSED TAYLOR SHADOWS SUBDIVISION
TETON COUNTY, IDAHO

- 1) Location and topography of the proposed Taylor Shadows Subdivision, Teton County, Idaho.
- 2) Aerial photograph depicting the location and site conditions of the proposed Taylor Shadows Subdivision, Teton County, Idaho.
- 3) Aerial photograph depicting National Earthquake Hazards Reduction Program seismic hazard classes in the vicinity of the Taylor Shadows Subdivision project area, Teton County, Idaho.
- 4) Aerial photograph depicting wildland urban interface (WUI) mapping in the vicinity of the Taylor Shadows Subdivision project area, Teton County, Idaho.
- 5) Aerial photograph depicting vegetation covertypes within the Taylor Shadows Subdivision project area, Teton County, Idaho.
- 6) Aerial photograph depicting state highways within a one-mile radius around the Taylor Shadows Subdivision project area, Teton County, Idaho.
- 7) Aerial photograph depicting the Teton County Wildlife Habitat Overlay in the vicinity of the Taylor Shadows Subdivision project area, Teton County, Idaho.
- 8) Aerial photograph depicting the results of the wildlife habitat assessment within the Taylor Shadows Subdivision project area, Teton County, Idaho.
- 9) Aerial photograph depicting vegetative impacts resulting from proposed development within the Taylor Shadows Subdivision project area, Teton County, Idaho.
- 10) Aerial photograph depicting proposed mitigation measures for the Taylor Shadows Subdivision, Teton County, Idaho.

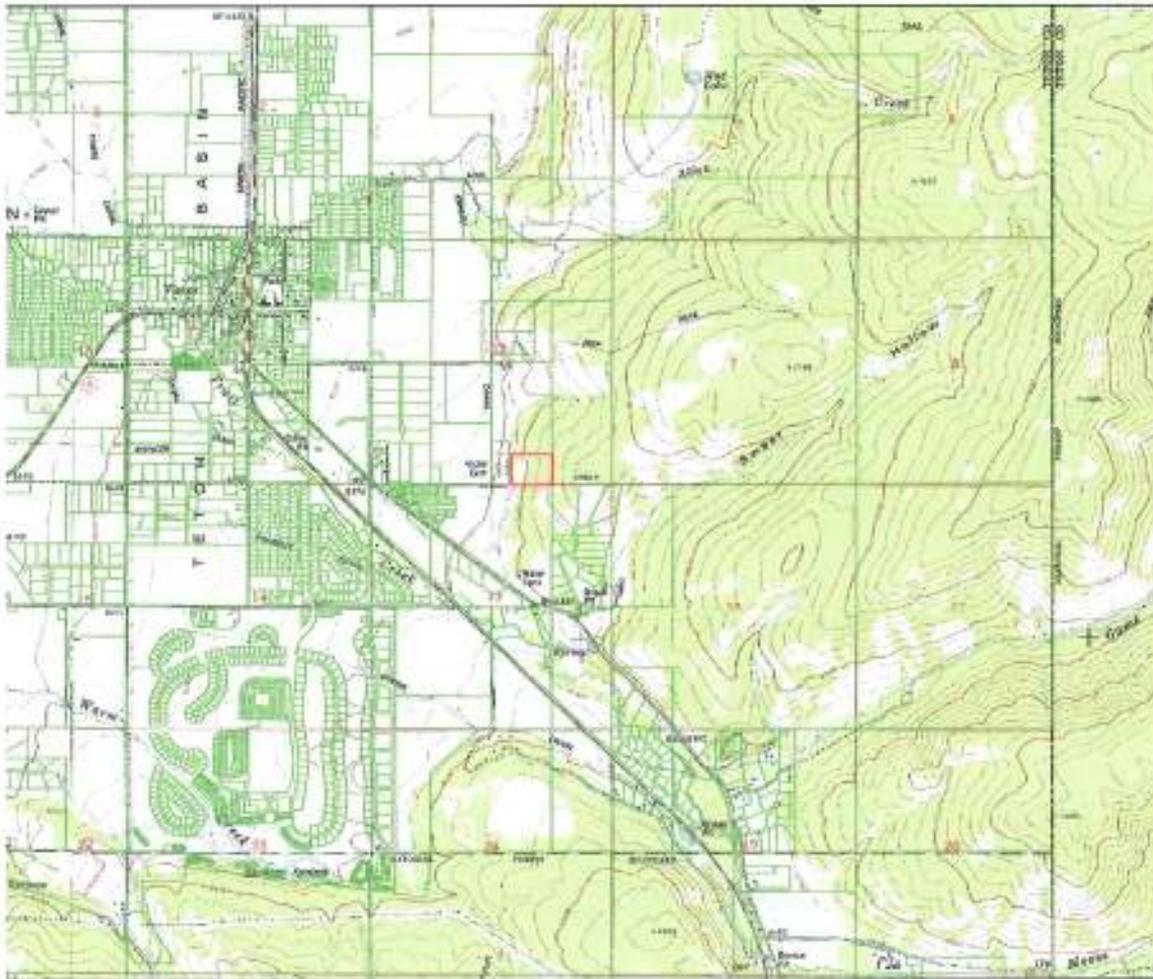


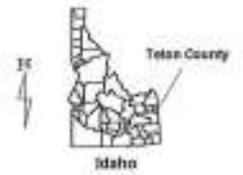
Exhibit 1
 Location and topography of the proposed
 Taylor Shadows Subdivision,
 Teton County, Idaho.

May 8, 2014

Approximate Scale: 1 inch = 2,000 feet

LEGEND

 Project Area



PO Box 872, 140 E. Broadway, Park City, Idaho, 84302



Exhibit 2
Aerial photograph depicting the location and site
conditions of the proposed Taylor Meadows
Subdivision, Teton County, Idaho

May 8, 2014

Approximate Scale: 1 inch = 400 feet

LEGEND

-  Project Area
-  Platted Parcels



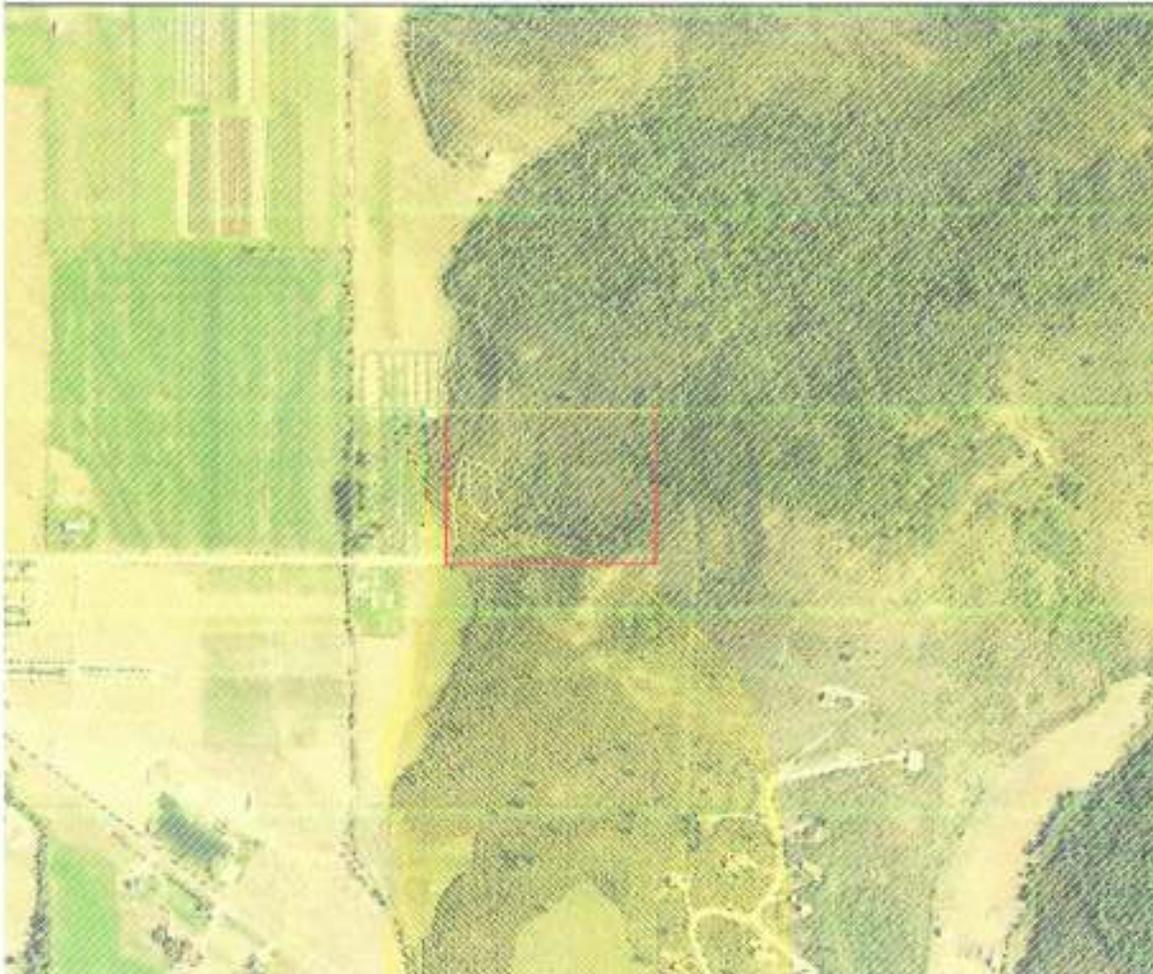


Exhibit 3
Aerial photograph depicting National Earthquake
Hazard Reduction Program seismic hazard
classes in the vicinity of the Taylor Shadows
Subdivision project area, Talbot County, Maine.

May 8, 2014

Approximate Scale: 1 inch = 100 feet

LEGEND

-  Project Area
-  NEHRP Class 2
-  NEHRP Class 3



770 State St., 10th Fl., Newbury, Maine 04951, Tel: 603.882.1111



Exhibit 4
Aerial photograph depicting Wildland Urban
Interface (WUI) mapping in the vicinity of the
Taylor Meadows Subdivision project area,
Teton County, Idaho.

May 8, 2014

Approximate Scale: 1 Inch = 500 Feet

LEGEND

-  Project Area
-  Wildland Urban Interface Mapping
-  Platted Parcels



Environmental & Planning Solutions, Inc.
2010a 2570, 10th S. Sandberg, Suite 11, Salt Lake, UT 84106



Exhibit 5
Aerial photograph depicting vegetation
contemporary with the Taylor Shadows
Subdivision project area, Teton County, Idaho
May 8, 2014

Appendix Table 1 105 - 200/04

LEGEND

-  Project Area
-  Douglas-Fir/Chokeberry
Association (Evergreen Woodland)
-  Serviceberry-Dig Sagebrush/Kentucky
Bluegrass Association (Mountain Shrub)
-  Previously Disturbed (Driveway)



201405014, Lot 6, Shadow, 7400 E, Idaho, ID 83401

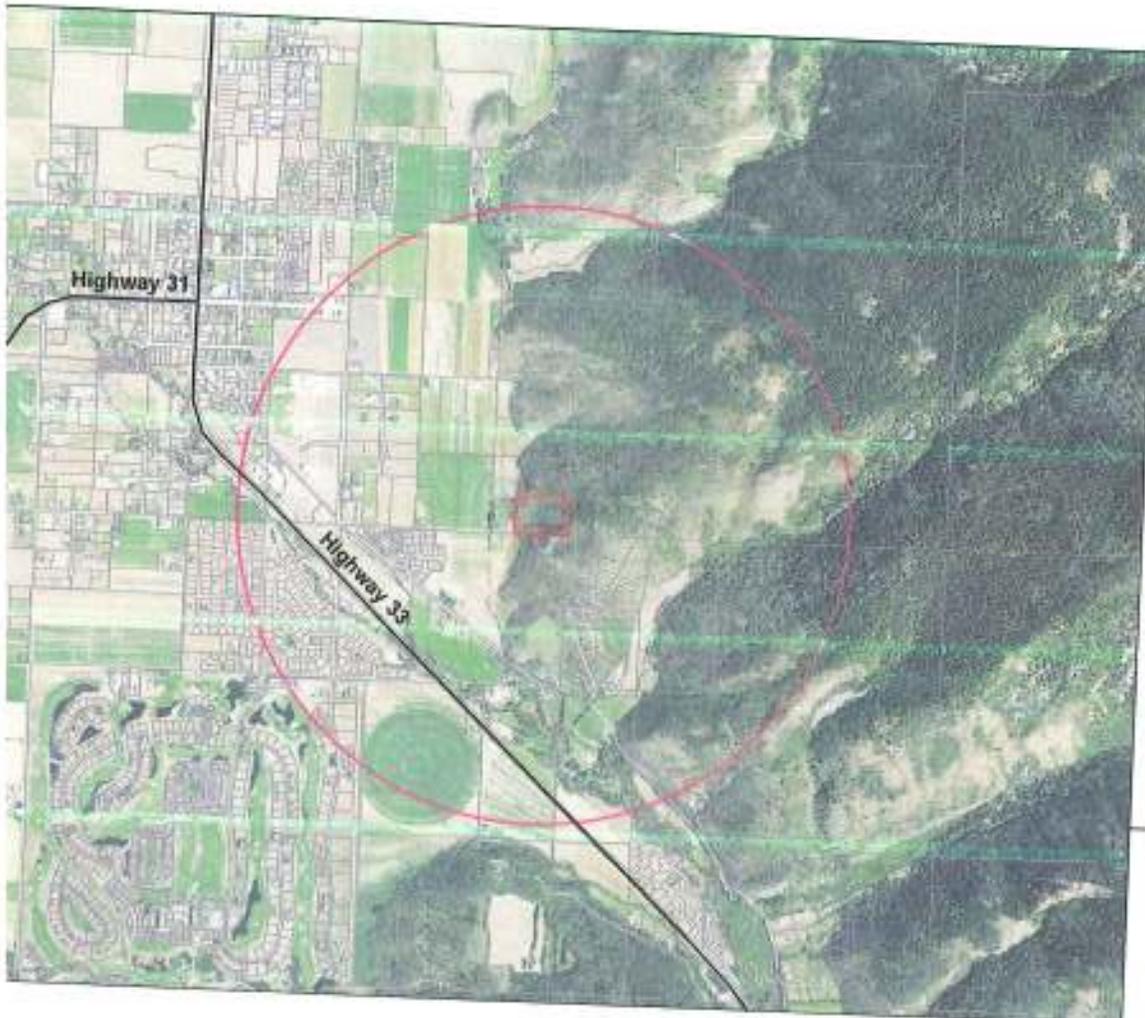


Exhibit 6
 Aerial photograph depicting state highways
 within a one-mile radius around the Taylor
 Shadown Subdivision project area,
 Teton County, Idaho

May 8, 2014

Approximate Scale: 1 inch = 1,000 feet

LEGEND

- Project Area
- State Highways
- Platted Parcels
- 1-Mile Buffer Around the Project Area



PO Box 2078, 140 E. Broadway, Suite 21, Idaho, NY 83402

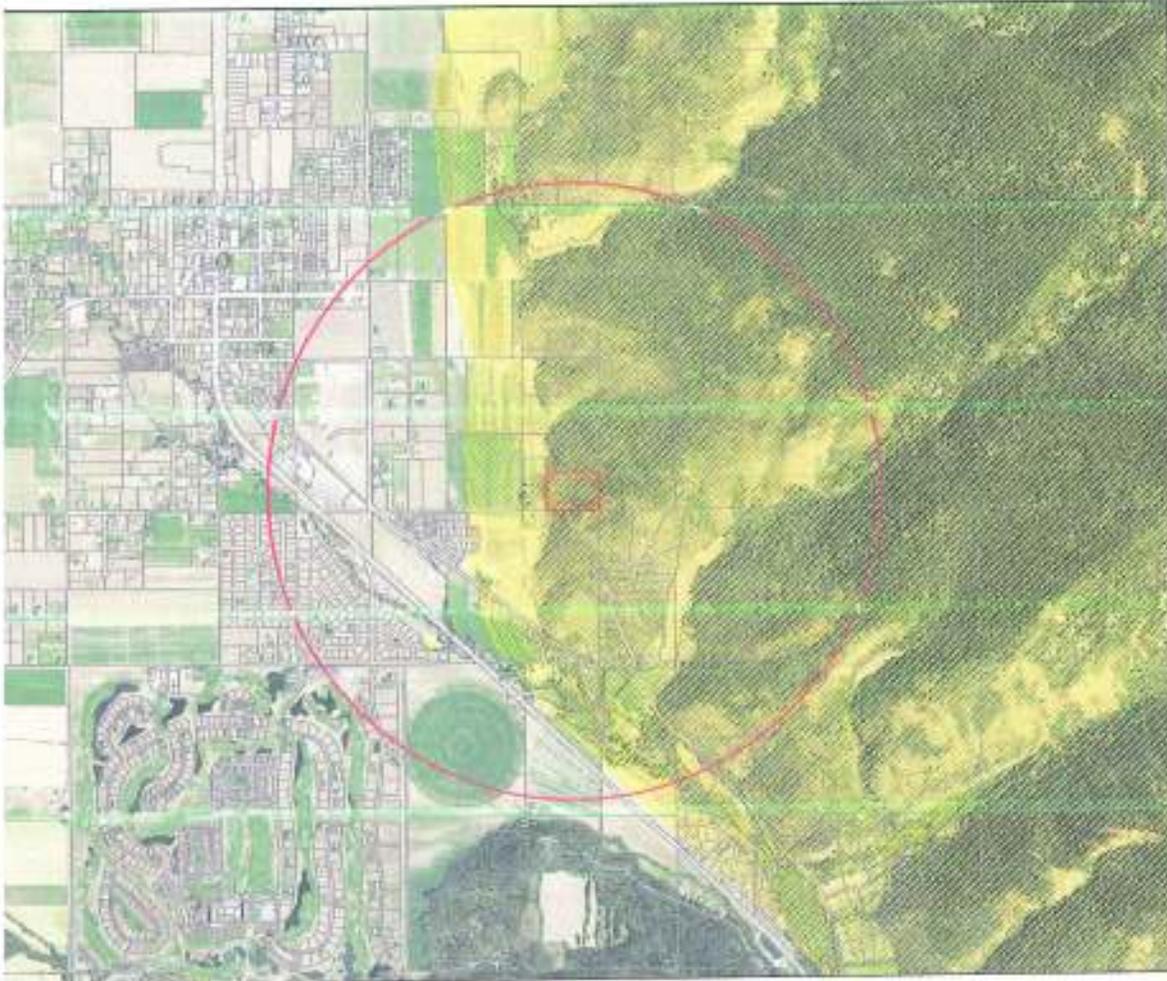


Exhibit 7
Aerial photograph depicting the Teton County
Wildlife Habitat Overlay in the vicinity of the
Taylor Shadows Subdivision project area,
Teton County, Idaho.

May 8, 2014

Appointed Date: 1:00 - 1:10 PM

LEGEND

-  Project Area
-  Wildlife Habitat Overlay
-  Planned Parcels
-  1-Mile Buffer Around the Project Area





Exhibit 8
 Aerial photograph depicting the results of the wildlife habitat assessment within the Taylor Shadows Subdivision project area, Teton County, Idaho.

May 8, 2014

Approximate Scale 1 inch = 100 feet

LEGEND

- Project Area
- Big Game Indicator Habitat (Mountain Shrubs)

* Moderate elk use and heavy mule deer use was evident throughout the big game indicator (mountain shrub) habitat within the project area.



100 East 815, 1400 E. Broadway, Suite 20, Jackson, WY 83202

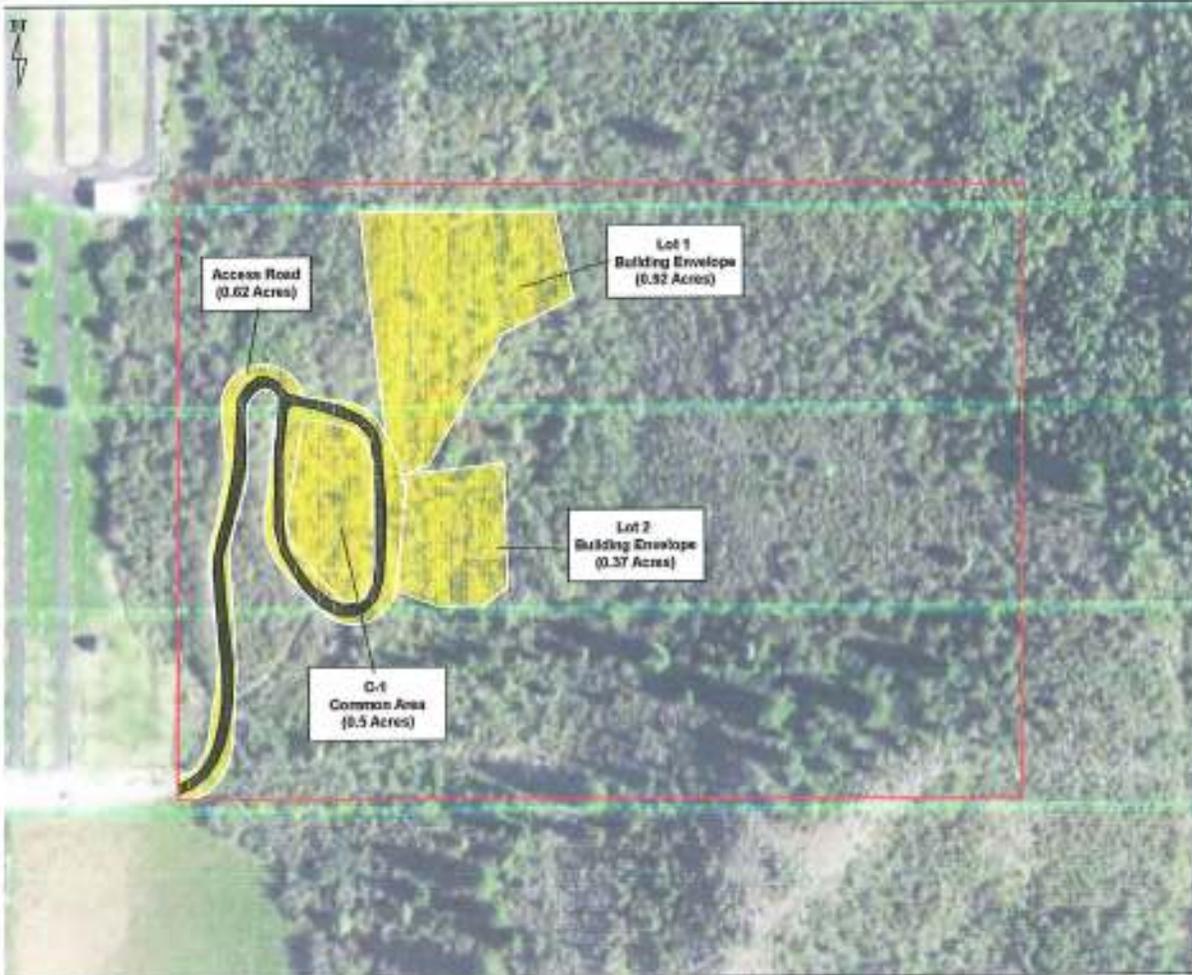


Exhibit 9
 Aerial photograph depicting vegetative impacts
 resulting from proposed development within the
 Taylor Meadows Subdivision project area,
 Teton County, Idaho.

May 8, 2014

Applicable State Code - 30-504

LEGEND

- Project Area
- Platted Parcels
- Proposed Development Area
- COVEYER IMPACTS**
- Mountain Shrubland (0.15 Acres)
- Disturbed Area (0.28 Acres)





Exhibit 19
Aerial photograph depicting proposed mitigation
measures for Taylor Shadows Subdivision,
Teton County, Idaho
May 8, 2014

Apprentice Scale: 1 inch = 100 feet

LEGEND

-  Project Area
-  Proposed Habitat Protection Area
-  Proposed Development Area
-  Fence To Be Removed



Environmental Science & Consulting, LLC
2010a 2014, 140 E. Broadway, Suite 210, Idaho, WY 83402

APPENDIX 2 – PHOTOGRAPHIC DOCUMENTATION
NATURAL RESOURCES ANALYSIS
PROPOSED TAYLOR SHADOWS SUBDIVISION
TETON COUNTY, IDAHO



Photo 1. One of many mule deer pellet groups observed in the project area.



Photo 2. Heavily browsed serviceberry branches in the central portion of the project area.



Photo 3. A game trail in the central portion of the project area.



Photo 4. A recent elk rub on an aspen tree in the northern portion of the project area.



Photo 5. Spotted knapweed along the driveway in the southwestern portion of the project area.



Photo 6. An old barbed wire fence near the proposed development area scheduled for removal.

**APPENDIX 3 – LETTER FROM U.S. FISH AND WILDLIFE SERVICE
Proposed Taylor Shadows Subdivision, Teton County, Idaho**



United States Department of the Interior
FISH AND WILDLIFE SERVICE

Eastern Idaho Field Office
4425 Burley Dr., Suite A
Chubbuck, Idaho 83202
Telephone (208) 237-6975
<http://www.fws.gov/idaho/>



MAR 18 2014

Jason Boal
Planning Administrator
Teton County
150 Courthouse Drive # 107
Driggs, ID 83422

Subject: Proposed City of Victor 2 Lot Subdivision in Teton County, Idaho.
2014-TA-0258 Species Request

Dear Mr. Boal:

The Fish and Wildlife Service (Service) is providing you with a list of endangered, threatened, proposed, and/or candidate species, and designated critical habitat which may occur in the area of the proposed 2 Lot subdivision outside the City of Victor in Teton County, Idaho.

The Endangered Species Act of 1973, as amended (Act) includes provisions for the conservation of listed species on both Federal and non-Federal lands. A private landowner may wish to enter into an agreement with the Service under section 10 of the Act for activities that benefit listed, proposed, and candidate species. Voluntary agreements such as Safe Harbor Agreements or Candidate Conservation Agreements contribute to the conservation of listed, proposed, or candidate species while allowing for management activities on non-Federal lands. In addition, Section 9 of the Act prohibits the "taking" of any listed species without an exemption (issued by the Service) for that take¹. For private landowners, that exemption is developed through the permit process of Section 10 (through a Habitat Conservation Plan) of the Act. More information on the various mechanisms for take exemption available to private landowners under the Act can be found at <http://www.fws.gov/idaho/Landowners.htm>.

Section 7 of the Act requires Federal agencies to assure that their actions do not jeopardize any listed species and provides a process for exemption of take for federal agencies. If there is a Federal action (funding, permitting, or direct action) associated with your project, the Federal

¹ Take of threatened or endangered animal species is defined as; harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct. Harm is further defined by the Service to include significant habitat modification or degradation that results in death or injury to listed species by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering. Harass is defined by the Service as an intentional or negligent act or omission which creates the likelihood of injury to wildlife by annoying it to such an extent as to significantly disrupt normal behavior patterns which include, but are not limited to, breeding, feeding, or sheltering.

agency is required to consult with the Service if the action may affect a listed species. Section 7 regulations allow for applicants to be involved in the consultation process. For instance, a Federal agency may designate you or another non-Federal entity to represent them in an informal consultation.

The enclosed list fulfills the requirements for a species list under section 7(c) of the Act. If the project decision has not been made within 180 days of this letter, regulations require that you request an updated list. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at

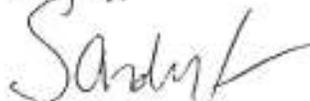
<http://www.fws.gov/endangered/consultations/s7hndbk/s7hndbk.htm>. Section 7 consultation information specific to Idaho listed species can also be found on the Snake River Fish and Wildlife Office website at <http://www.fws.gov/idaho/species.htm>.

For more information on grizzly bears, and living and recreating in grizzly bear country, please visit the Service's Mountain-Prairie Region Grizzly Bear Recovery Home Page at:

http://mountain-prairie.fws.gov/species/mammals/grizzly/fact_sheets.htm.

If you have any questions about your responsibilities under section 7 of the Act, or require further information, please contact Nisa Marks of our Eastern Idaho Field Office at (208)237-6975 extension 121. Thank you for your interest in endangered species conservation.

Sincerely,



ks
David Kampwerth
Field Supervisor

Enclosures



TETON COUNTY
TETON COUNTY, IDAHO
SPECIES LIST 2014

LISTED SPECIES

COMMENTS

Grizzly bear (*Ursus arctos*)

LT

PROPOSED SPECIES

Yellow-billed cuckoo (*Coccyzus americanus*)

PT

CANDIDATE SPECIES¹

Greater sage-grouse (*Centrocercus urophasianus*) C

North American Wolverine (*Gulo gulo luscus*) C

LE - Listed Endangered
LT - Listed Threatened
XN - Experimental/Non-essential population
PT - Proposed Threatened
C - Candidate

¹Candidate species have no protection under the Act, but are included for your early planning consideration. Candidate species could be proposed or listed during the project planning period, and would then be covered under Section 7 of the Act. The Service advises an evaluation of potential effects on candidate species that may occur in the project area.



U.S. Fish and Wildlife Service
Mountain-Prairie Region, P.O. Box 25486
Lakewood, Colorado 80228
phone 303/236-7905, fax 303/236-3815
website: <http://mountain-prairie.fws.gov>



Tips for Residents in Grizzly Country

To reduce the risk of problems with bears on or near your property, we urge you to follow this list of simple precautions. Avoid attracting bears to your residence. Please do your part so people and bears can live together.

Garbage should be stored where bears can neither smell nor gain access to it: either in a bear-resistant container or inside a building bears can't get into. Use outside garbage cans for non-food items only. Haul garbage to an approved disposal site as often as possible, but at least once a week, to avoid build-up of odors.

Fruits trees attract bears, especially when wild foods are scarce. Electric fencing is the most effective way to keep bears out of orchards. Pick all fruit from trees and the ground as soon as possible; do not leave fruit through the fall.

Vegetable and flower gardens also attract bears. Gardens should be located away from forests or shrubs, which bears use for security and travel. Bears will dig up carrots and bulbs, so electric fencing is a good idea.

Composting is not recommended, because the odors attract bears. If you do compost, use an electric fence or enclosed, bear-resistant composter. Don't put meat, grease, or bones in a compost pile.

Livestock and poultry feed, along with pet food, should be stored in bear-resistant containers – such as a 55-gallon drum with a lid that seals – preferably inside a sturdy building that bears can't get into. Reduce spillage of oats and pellets by feeding from buckets or other containers, and don't leave leftover livestock food out overnight.

Dogs and other pets should be kept inside at night. If possible, feed pets inside. If you must feed pets outside, feed only during the day in amounts that will be consumed immediately. Don't leave bowls and pet food out overnight.

Sheep and pigs are easy prey for bears. Sheep should be closely herded. Consider electric fencing for pigs, or not keeping pigs. Do not bury dead livestock – bears will dig them up! Haul them to a landfill or rendering plant.

Bears love honey as well as bee larvae found in hives. You can protect the hives with electric fencing or by elevating the hives on platforms supported by metal poles that bears can't climb.

Bird feeders can also attract bears. Feed suet only during the winter months, and suspend hummingbird feeders out of reach of bears – at least 10 feet off the ground and 4 feet away from any tree trunk or pole.

Closely supervise children when they are playing outdoors. Make sure they are home before dusk and not outside before dawn. Talk with children about bears and teach them what to do if they encounter one.

If bears get into garbage or other food, REMOVE THE ATTRACTANT IMMEDIATELY. Avoid giving bears a repeated food reward. Bears that associate people and places people live with easy food rewards can become dangerous, and may eventually have to be killed.

APPENDIX 3 – THREATENED AND ENDANGERED SPECIES

Proposed Taylor Shadows Subdivision, Teton County, Idaho

Teton County consulted with the US Fish and Wildlife Service (USFWS) regarding the proposed Taylor Shadows Subdivision in March 2014. Correspondence received from the USFWS identified one species listed as threatened (grizzly bear) and one proposed threatened species (yellow-billed cuckoo) under the Endangered Species Act that may occur in the vicinity of the Taylor Shadows project area (Table 1). The USFWS also recommended analysis of potential effects on two candidate species (greater sage-grouse and North American wolverine), as candidate species may be proposed or listed during the project planning period.

Table 1. Wildlife species listed as threatened, proposed threatened, or candidate which may occur within or near the Taylor Shadows Subdivision project area, Teton County, Idaho (USFWS 2014).

Species	Federal Status	Expected Occurrence
Grizzly bear (<i>Ursus arctos</i>)	Threatened	Incidental
Yellow-billed Cuckoo (<i>Coccyzus americanus</i>)	Proposed	Not expected to occur
Greater sage-grouse (<i>Centrocercus urophasianus</i>)	Candidate	Not expected to occur
North American wolverine (<i>Gulo gulo luscus</i>)	Candidate	Not expected to occur

Grizzly Bear (*Ursus arctos*)

Grizzly bears once ranged over most of western North America, from the Arctic Ocean to central Mexico. Although still abundant throughout much of Canada and Alaska, the range of grizzly bears in the lower 48 states is now confined to 6 separate areas in Wyoming, Montana, Idaho, and Washington covering only a small portion of its historic range in the lower 48 states. Grizzly bears currently inhabit much of the Greater Yellowstone Area (GYA), including portions of Yellowstone National Park, Grand Teton National Park, and Bridger-Teton, Shoshone, Caribou-Targhee, Gallatin, and Custer National Forests, but at a relatively low density. The core population of grizzly bears in the region is centered in Yellowstone National Park, though historic observations confirm that the project area is within grizzly bear habitat. Extensive home ranges of Yellowstone grizzly bears (more than 100 mi²) and the availability of prey such as deer, elk, and moose in the vicinity of the project area, suggests that bears may occasionally be present in the vicinity of the project area. All available measures to minimize bear attraction, such as those outlined in the Idaho Yellowstone Grizzly Bear Management Plan (2002), should be implemented.

Yellow-billed cuckoo (*Coccyzus americanus*)

Yellow-billed cuckoo typically inhabit cottonwood-dominated riparian forests and are not expected to occur within the project area.

Greater sage-grouse (*Centrocercus urophasianus*)

Greater sage-grouse are not expected to occur within the project area. The Upper Snake Sage-grouse Local Working Group published a Plan for Increasing Sage-grouse Populations (2009), at which time the planning area boundary was extended to include all of Teton County, excluding the Big Hole Mountains. There is no currently occupied or potential future habitat for greater sage-grouse on or in the vicinity of the project area, and proposed development will not impede the stated goals of the local working group plan.

North American wolverine (*Gulo gulo luscus*)

The North American wolverine has been found to occupy a wide variety of habitats, but it readily selects habitat that is isolated from the presence of humans. Due to their vast home ranges only a few wolverines are likely to be present in the Tetons, and they are not expected to occur within the project area.

APPENDIX 4 – GENERAL LAND USE RECOMMENDATIONS

Proposed Taylor Shadows Subdivision, Teton County, Idaho

The following recommendations, if implemented, would aid in protecting, preserving, and improving the wildlife and habitat values associated with the property.

1. **Agriculture.** The pasturing of livestock on the parcel is not recommended since the vegetation communities have little forage value for domestic livestock and these communities represent very important wildlife habitat and are used by elk, mule deer, and moose. Any livestock kept on the properties should be kept in corrals or paddocks to minimize impacts on native vegetation and wildlife habitat. Measures should be taken to reduce the likelihood of attracting deer, elk, and/or moose to hay/feed stockpiles and livestock feeding areas.
2. **Fences.** An assessment of site-specific fencing needs should be made for the property. Fences frequently disrupt or discourage normal movement and use patterns of wildlife or actually present hazards to wildlife and their use should be avoided or minimized. If the control of livestock is not necessary, perimeter fences around the parcel should be removed. In situations where perimeter fences are necessary, they should be constructed in such a way so as to reduce their potential negative impacts to wildlife. Unless fences are intended to exclude wildlife (e.g., for gardens) or restrain domestic pets, fence construction should closely adhere to the recommendations provided below for wildlife-compatible fences.

Recommendations for any fences internal to or around the parcel are provided below:

- 1) The preferred fence design is a combination of pressure-treated posts, wire strands, and a pressure-treated top pole. This design effectively controls livestock while promoting wildlife movements.
- 2) The spacing of fence posts should be on 12-foot centers.
- 3) The overall height of the fence should not exceed 42 inches; the preferred height is 38 inches in most situations and 40 inches if problems develop.
- 4) Installed fence posts should have extra height to allow raising or lowering top pole 38-42 inches above the ground.
- 5) The bottom wire should consist of smooth twisted wire located 16-17 inches above the ground. This will allow small and medium-sized mammals, such as moose/ elk calves and deer fawns, to crawl under the fence.
- 6) The second and third wire strands can be barbed wire (if necessary) and spaced evenly over the 26-27 inches distance between the bottom strand and the top of fence (e.g., the second strand is at 25 inches and the third strand is at 34 inches). It may be that only one strand of wire is actually needed and could be placed at about 29 inches. Spacing between the top pole and the first strand of wire also varies between 6 in on 38-in high fence and 10 inches on 42- inches fence.
- 7) The top pole spiked to the side of the fence posts will facilitate animals attempting to jump the fence and protect them from injuries resulting from rubbing or becoming entangled in a top strand of wire. The top pole should be set at either 38 or 42 inches due to alternating top rails.
- 8) Gates should be constructed of wire with an optimal height of 38 inches. The gates should be installed at least every 450-foot of continuous fence. The spacing of the wires should be the same as that on the fence (i.e., bottom at 16-17 inches above ground, top at no more than 42 inches, and either one or two strands spaced evenly between). The top and bottom strands should be of smooth-twisted wire. The middle strand(s) can be barbed wire, if necessary. Opening gates will allow wildlife access to the property during periods when livestock control is unnecessary. Gates should be left opened whenever possible to facilitate ease of wildlife movement.

These recommendations generally follow guidelines developed by the Wyoming Game and Fish Department and the Bureau of Land Management. If adhered to, the fences resulting from these recommendations will be "wildlife friendly" and promote the continued use of the important wildlife habitat found on the parcel. In particular, crucial wildlife winter habitats will be easily accessible to animals, especially if efforts are taken to lower top poles or open gates when livestock are not present.

3. **Non-native Plants.** The introduction of any non-native plants that might compete with or harm native species and result in their decline is discouraged. Exceptions to this would be the introduction of a non-native species that would improve or prevent undue damage to the natural environment (e.g., soil stabilization) or plants within the immediate confines of the building envelope.
4. **Non-native Fauna.** The introduction into the wild of any non-native or domesticated animal species that might compete with or harm native species and result in a decline in their use is strongly discouraged.

5. **Vegetation Alteration.** The destruction, removal or alteration of living or dead vegetation is discouraged except when absolutely necessary. This is particularly important for properties that have wildlife use occurring within stands of woody overstory and shrubby understory vegetation. Standing dead trees, and dead and down vegetation provide important habitat for a variety of smaller wildlife species and greatly diversifies a piece of land. Woodpeckers forage for insects in standing dead trees and create nesting cavities for themselves and numerous other bird species. Fallen, rotten plant material creates shelter used by many small mammals while simultaneously returning nutrients to the soil.
6. **Roads.** The construction of roads should be minimized.
7. **Habitat Enhancement.** Wildlife habitat enhancements are acceptable physical alterations to the property. A plan describing enhancements and delineating affected areas should be developed by a qualified, county-approved consultant. This plan should consider negative impacts to non-target species.
8. **Herbicides.** The use of chemical herbicides and pesticides are discouraged except for controlling noxious weeds. Application of state-approved herbicides should be done responsibly by persons appropriately licensed and trained, and application instructions should be strictly adhered to.
9. **Burning.** The burning of any materials or vegetation is discouraged except in accordance with government regulations, and in the case of vegetation, where burning is shown to be beneficial to wildlife.
10. **Off-road Vehicle Use.** Control the use of any off-road vehicles such as all-wheel drives, motorcycles, all-terrain vehicles, and snowmobiles, except when necessary for specified activities on existing roads. This will allow wildlife to adapt to predictable patterns of human use.
11. **Topographic Alterations.** The filling, excavating, dredging, mining, drilling, or removing of topsoil, sand, gravel, rock, minerals, or other materials, or other changes of the topography of the property is discouraged, except where absolutely necessary or associated with approved development and enhancement plans.
12. **Domestic Pets.** Free-roaming, unrestrained domestic pets disturb wildlife. Unrestrained pets can easily disrupt wildlife use on parcels and must be controlled. Dogs will readily chase, harass, and even kill both small and large mammals, as well as birds. Although less conspicuous than dogs, free-roaming cats can be as damaging to wildlife as dogs. Cats are effective predators of small birds and mammals and free-roaming cats have a high potential (both short- and long-term) for disturbing many wildlife species.
13. **Wildlife Feeding.** Intentionally feeding moose, deer, and elk anywhere in Teton County, Idaho is illegal.
14. **Wildlife Harassment.** Mule deer, elk, and moose will be present on the property at various times of the year. This is because important habitats for these ungulates are found on and in the vicinity of the parcel. The presence of these and other wildlife species should be expected and tolerated. People residing or owning property within the subdivision should be both respectful of and sensitive to wintering wildlife and not purposefully harass these animals as they struggle to survive harsh winter conditions. Moose, in particular, can be expected to browse upon landscaped vegetation and this activity can sometimes cause significant damage to this vegetation. Project proponents should make a concerted effort to educate themselves and future residents on how to minimize wildlife harassment.
15. **Trash Storage.** If the project area is located in bear habitat, bear-resistant garbage containers should be used to prevent bear-human conflicts. If non bear-resistant garbage containers are used, they should be stored inside an enclosed building or bear-resistant enclosure until the morning of waste pick-up, and promptly returned to secure storage after waste pick-up.