



A REQUEST FOR PRELIMINARY 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 August 11, 2014

APPLICANT: David Bender
LANDOWNER: Daniel Bender

REQUEST: David and Daniel Bender are requesting preliminary 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 1/2 SE 1/4 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 acres 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 May 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)). This is a two-step process. A public hearing before the Teton County Planning and Zoning Commission is required. After the Planning Commission makes a recommendation, a second public hearing with the Board of County Commissioners is required for approval. The Preliminary Plat Phase was unanimously recommended for approval by the Planning Commission on July 8, 2014.

OVERVIEW OF PRELIMINARY PLAT APPROVAL: The purpose of this review is to:

- a. Provide for an exchange of information regarding applicant’s proposed development ideas and the regulations and requirements of Title 9, the Master Plan, the Natural Resources Assessment, and other subdivision/PUD requirements;
- b. Advise the applicant of any public sources of information that may aid the applicant or the application, and identify policies and regulations that create opportunities or pose significant restraints for the proposed development;
- c. Review the sketch plans, if any, and provide the applicant with opportunities to improve the proposed plan in order to mitigate any undesirable project consequences;
- d. Review the compatibility with nearby land uses, either proposed or existing; and
- e. Provide general assistance by County staff on the overall design of the proposed development.

It is not to determine the exactness of each item required in the checklist of the final plat process.

KEY ISSUES:

On June 17, 2014, we had a Development Review Committee (DRC) meeting with the Teton County Engineer (Jay Mazalewski), Teton County Prosecutor (Kathy Spitzer), Teton County Building

Official (Tom Davis), 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:

- The CC&R's need to have sections added to address Bear Conflict Zone Prevention Standards, sign regulations, and that the development will meet the recommendations of the Natural Resource Analysis that was completed for the property.
- The Stormwater Plan & Erosion Plan should be reviewed to ensure the basins will be sized based on the area(s) they are receiving runoff from, basins need to be delineated on the map, and the map descriptors (legend and flow directions) need to be corrected.
- A response to the U.S. Fish & Wildlife letter needs to be added to the Natural Resources Analysis.
- A description for all four soil types on the property needs to be added to the Soils Report.
- Pullouts for emergency services need to be added and shown on the Road Plan.

INTER-AGENCY AND DEPARTMENTAL REVIEW COMMENTS

U.S. Fish & Wildlife Services: A letter from the US Fish & Wildlife services that identified “endangered, threatened, proposed and/or candidate species and designated critical habitat which may occur in the area of the proposed” subdivision was received during the Concept Review process. One listed species, one proposed species, and two candidate species were identified. This information has been forwarded to the applicant to be used in the Natural Resource Analysis.

City of Victor: A letter from the City of Victor has been received recommending that the County allow access for the subdivision. The City recommends that parking on the street right of way should not be allowed during the snow removal season, and access to the Cemetery should be maintained at all times.

Eastern Idaho Public Health District: A letter was received from EIPHD approving the subdivision, recommending that both lots will most likely require alternative on-site sewage disposal systems. If locating them off-site, an easement will be required prior to EIPHD issuing a septic permit.

Idaho Department of Fish and Game: A letter from IDFG was received with comments on the Natural Resource Analysis for this subdivision. IDFG commented that if the recommendations in the Natural Resource Analysis were followed, negative effects on big game would be minimized. They also recommended that the property owners should plant vegetation that will not attract wildlife in order to avoid wildlife damages. In addition, they recommend that the Idaho State Department of Agriculture “Rules of Governing Private Feeding of Big Game Animals” is included in the Natural Resource Analysis as an addendum to ensure the owners are away of legal issues and negative effects with feeding big game. This information has been forwarded to the applicant to be added to the Natural Resource Analysis.

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 Planning & Zoning Commission 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:

The Commission shall only recommend approval and the Board shall only approve if it finds that all of the following criteria (§9-3-2(C-8)) have been met (or if it finds that some of the criteria have not been met, may recommend approval with conditions that would ensure that the proposed development meets the criteria): (amd. 11-14-08 and 2011-03-17):

- a. The application is consistent with the Comprehensive Plan. (amd. 11-14-08)
 - **Framework Map: This property is located in the Foothills designation on the Framework Map.**
 - **Goal ED 2: Preserve our rural character and heritage and promote local agricultural industries.**
 - Goal ED 2, Policy 2.3: Promote smart growth strategies that help preserve rural character by enhancing existing communities and directing development towards them.
 - Goal ED 2, Policy 2.5: Encourage development that adheres to environmental standards.
 - **Goal ED 4: Accommodate additional population by supporting development that is economically responsible to the County and the community.**
 - Goal ED 4, Policy 4.1: Assess the public service requirements of new developments and weigh their off-site impacts against projected changes in revenue before approving new developments.
 - Goal ED 4, Policy 4.2: Support local retail by placing adequate residential density in close proximity to businesses.
 - Goal ED 4, Policy 4.3: Consider the economic impact of supply and demand in residential development.
 - Goal ED 4, Policy 4.8: Encourage the development of low-density, high-quality neighborhoods adjacent to existing cities.
 - **Goal T 1: Provide well-maintained transportation infrastructure including roads, paved pathways, and sidewalks.**
 - Goal T 1, Policy 1.3: New development will provide adequate transportation facilities to accommodate needed services.
 - Goal T 3, Policy 3.12: When key transportation routes and pathways cross into or link with routes in other political jurisdictions, a substantial “extra” effort shall be made to coordinate with the other jurisdictions in planning and maintaining the affected roadways and pathways so that residents do not suffer as a result of an uncoordinated failure to take timely action.
 - **Goal NROR 1: Conserve our public lands, trail systems, and natural resources (air, water, wildlife, fisheries, wetlands, dark skies, viewsheds, soundscape, soils, open space, native vegetation).**
 - **Goal NROR 4: Balance private property rights and protection of our natural resources.**

Goal NROR 4, Policy 4.1: Ensure that development regulations balance natural resources protection, viewshed protection, and growth, are clear and predictable, and preserve the economic value of the land.

- **Goal NROR 5: Recognize, respect, and/or mitigate natural hazards, including but not limited to flooding, earthquakes, landslides, radon, and fires.**

Goal NROR 5, Policy 5.2: Hazardous areas that present danger to life and property from flood, forest fire, steep slopes, erosion, unstable soil, subsidence or other hazards will be delineated, and development in such areas will be carefully controlled or prohibited by a rigorous building code and permitting process.

- **Goal NROR 8: Respect sensitive habitat and migration areas for wildlife.**

Goal NROR 8 Policy 8.1: Teton County recognizes that wildlife and wildlife habitats provide economic, recreational, and environmental benefits for the residents and visitors of Teton County. Land development decisions will strongly weigh the needs of wildlife to protect the inherent values that they provide.

Goal NROR 8 Policy 8.2: Work with landowners, the Idaho Department of Fish and Game, other state and federal agencies, non-governmental organizations, and other natural resources professionals to utilize wildlife habitat and species information and other tools (such as Western Governors Association Crucial Habitat Assessment Tool and the Wildlife Overlay Map), including new information as it becomes available, to make land use and site planning decisions.

Goal NROR 8 Policy 8.3: Minimize the cumulative impacts of development on wildlife and wildlife habitat.

Goal NROR 8 Policy 8.4: Protect and/or improve the diversity of native vegetation.

Goal NROR 8 Policy 8.6: A Wildlife Impact Mitigation Plan shall be developed for any development project which impacts an important habitat or which presents concerns of detrimental human-wildlife interaction. Requirements and performance standards for the mitigation plan shall be clearly established in the Zoning and/or Subdivision Ordinance and shall be the basis for approval of the plan.

- **Goal ARH 1: Preserve and enhance Teton Valley's small town feel, rural heritage, and distinctive identity.**

Goal ARH 1 Policy 1.3: Ensure that open spaces are managed responsibly.

Goal ARH 1 Policy 1.5: Support the preservation of open space, farmland, natural beauty, and critical environmental areas.

- **Goal ARH 5: Reduce infestation/introduction of invasive species.**

Goal ARH 5 Policy 5.6: Address the cause of invasive species infestations and work to reduce initial outbreaks especially on disturbed lands.

- b. The application complies with all applicable County regulations. (amd. 11-14- 08)
- The planning staff believes this application complies with all applicable County regulations. Some regulations were addressed in the DRC meeting that need to be addressed, see KEY ISSUES above.
 - The Natural Resource Analysis concluded that the proposed development was compliant with the WH Overlay in Title 9 of the Teton County Code.

- c. If the application is for a PUD, it complies with any regulations applicable to PUDs under Chapter 5 of Title 9, including without limitation regulations controlling the types and locations of open space to be included in the development and the required design and size of development clusters. If the application is for a Planned Community PUD, the application adequately mitigates any impacts identified in those additional studies required by Section 9-3-2(C). (amd. 11-14-08)
 - This does not apply to this application because it is not a PUD.
- d. The application includes trails and pathways as required by Section 9-4-2(B-4) to the maximum extent feasible. (amd. 11-14-08)
 - This does not apply to this application because it does not include trails or pathways.
- e. The application is consistent with the results of any Nutrient-Pathogen Study required for the property and includes any conditions or changes required to avoid any potential degradation of surface or groundwater identified in that study. (amd. 11-14-08)
 - This does not apply to this application because a Nutrient-Pathogen Study was not required.
- f. The application is consistent with the recommendations of any report on the adequacy of the proposed sewage system for the development and includes any recommended mitigation measures identified in that report. (amd. 11-14-08)
 - See comments from EIPHD above.
- g. The application is consistent with any Traffic Impact Study required for the property and will not result in a decrease in the level of service (for example, from level of service B to C) on any State Highway or a maintained county road and includes any mitigation measures recommended in the Traffic Impact Study.(amd. 11-14-08)
 - This does not apply to this application because a Traffic Impact Study was not required.
- h. If the application is for land that is not adjacent to a State Highway or a maintained county road, the applicant will bear the costs of constructing roads to connect the proposed development to at least one State Highway or a maintained county road, and adequate for anticipated traffic and will be constructed to County Road Standards. (amd. 11-14-08)
 - This does not apply to this application because it has an existing driveway connected to a maintained county road.
- i. If a Natural Resources Analysis is required, the proposed development will avoid all mapped Overlay Areas (except the AV Airport Vicinity Overlay Area), or will minimize any unavoidable impacts to the mapped Overlay Areas to the maximum extent feasible and mitigate any unavoidable impacts. In the case of land located in the WH Overlay Area, the duty to avoid or mitigate impacts on habitat areas shall only apply if the wildlife habitat assessment reveals evidence of an indicator species or the presence of indicator habitat, and shall only apply to portions of the parcel where the evidence or habitat is found. (amd. 11-14-08)
 - The property is entirely within the WH Overlay Area. The applicant is developing the property in a way so that there will be minor adverse, long-term impacts on mule deer and negligible adverse, long-term impacts on elk. A mitigation plan was developed in the Natural Resource Analysis to reduce impact.
 - The property is in a Bear Conflict Zone, so the subdivision must adhere to the Teton County Bear Conflict Prevention Standards (§4-7-3).
- j. The required Public Service/Fiscal Analysis shows that all public services provided to the proposed subdivision or PUD have adequate capacity to service it, or if they do not, the applicant has committed to mitigation or financing to ensure that those services and facilities will be provided within two (2) years after the first unit in the development is occupied and that any shortfall of tax revenues below the costs of providing the services or facilities will be covered without cost to the County. (amd. 11-14-08)
 - The subdivision will utilize private wells and septic systems.

- Access will be provided by a public road: Victor Cemetery Rd. The applicant is to get approval from the City of Victor to use that access; a recommendation has been received – see Inter-agency and Departmental Review Comments above.
 - The subdivision is in close proximity to the City of Victor, reducing the distance needed to travel for emergency services.
 - Due to the proximity to the City of Victor and the fact it is only two lots, this should not place a financial burden on the county.
- k. The application is consistent with any capital improvements plan adopted by the County. (amd. 11-14-08)
- Due to the proximity to the City of Victor, this property will not place a large demand (or any demand) on Teton County for capital improvements.
- l. An adequate institutional structure has been created to ensure that long-term maintenance costs of roads, water, sewer, and drainage systems will be collected from within the development and used to maintain such items. If the chosen structure relies on payments of dues (for example, through a homeowners association) rather than taxes, the county shall be granted the institutional power to enforce payments of those dues in the event the organization fails to do so. (amd. 11-14-08)
- An institutional structure has not been created. Roads, water, sewer, and drainage systems on the property are all private.
- m. If land ownership boundaries or natural terrain features make it impossible for the application to meet all of the criteria outlined in Section 9-3-2(C- 3), the application shall meet as many of the criteria as possible. (amd. 11-14-08)
- The eastern portion of the property is very steep. The applicant is developing the property in a way, so that those slopes are avoided and preserved.
- n. In addition to the above, for a Planned Community PUD, the application is consistent with the recommendations of any report on the adequacy of the school system to accommodate school aged children anticipated by the development, and includes any recommended mitigation measures identified in that study. If the applicant is obligated to pay an impact fee for schools, then mitigation measures identified in the report will not be required. (amd. 11-14-08)
- This does not apply to this application because it is not a PUD.

PLANNING COMMISSION’S 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) in compliance with Title 13 Section 7 of the Teton County Code.
- Compliance with Teton County Bear Conflict Prevention Standards.
- Address comments from DRC meeting.

BOARD OF COUNTY COMMISSIONERS ACTION:

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

B. Approve the Preliminary 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 Preliminary 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:

ACTION A, APPROVE the Taylor Shadows Preliminary Plat as described in the application materials submitted on May 28, 2014, as supplemented with additional application information attached to this staff report, and with the suggested conditions provided by the PZC.

The following motion could be given:

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 conditions of 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,*
- *I hereby APPROVE 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.*

Prepared by Kristin Rader

Attachments:

- Application
- DRC Meeting Notes
- Preliminary Plat
- Final Plat/Master Plan
- Development Agreement
- CC&R's
- Natural Resource Analysis
- Soil Resource Report
- Stormwater Management Report
- Road Construction Drawings
- Erosion Plan
- Adjacent Landowner Notification Map

Letters of Agency Review:

- U.S. Fish and Wildlife
- City of Victor Letter
- Eastern Idaho Public Health District
- Idaho Department of Fish and Game

End of Staff Report

Mountain Shadows Division II

S Baseline Rd

E 8500 S

Sweet Canyon Acres

12

BLM

7

S 100 E

Rocking SS Ranch

Victor Cemetery Rd

S Baseline Rd

Mountainside Village

Long Ln

Old Jackson Hwy

Edgewood Estates

Timberline Ranch

Christopher St

E 9500 S

S Highway 33

E 9500 S

E 9500 S

(access road)

Teton Springs

Major Rd

18

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



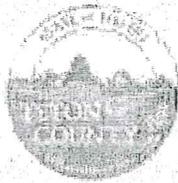
Legend

-  Subject Area
-  300ft Buffer
-  Notification Area

TAYLOR SHADOWS PRELIMINARY PLAT SUBDIVISION NOTIFICATION

Printed: June 16, 2014





TETON COUNTY
PLANNING & ZONING

MAY 28 2014

RECEIVED

NAME OF SUBDIVISION/PLANNED UNIT DEVELOPMENT

PRELIMINARY PLAT

SUBDIVISION/PLANNED UNIT DEVELOPMENT APPLICATION

The Preliminary Plat is the second 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 or his designee has reviewed the staff report and deemed the application complete a public hearing will be scheduled with the Planning and Zoning Commission. It is recommended that the Applicant review Titles 8, 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.tetoncountynv.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 Bender, 4417 Edge Rd, Perry Hall, MD 21128
 Applicant: David Bender E-mail: davebender99@yahoo.com
 Phone: 381-9900 Mailing Address: 130 Alpine Trail
 City: Victor State: ID Zip Code: 83455
 Engineering Firm: A-W Engineering Contact Person: Arnold Phone: (208) 781-2852
 Address: 355 S Main, Victor, ID 83455 E-mail: aweng@ida.net

Location and Zoning District:
 Address: off Victor Cemetery Rd. (unaddressed) Parcel Number: R903N45E129850
 Section: 12 Township: 3 N Range: 45 E Total Acreage: 13.93 AC
 Proposed Units/Lots: 2 Proposed Open Space Acres: 4.1 AC

Proposing a Subdivision
 Zoning: A-2.3 w/ A 2011

Proposing a Planned Unit Development
 Planned Community Rural Reserve

- Latest recorded deed to the property Affidavit of Legal Interest
- 25% of total base fee (see current fee schedule)
- Concept Plan approved on _____
- \$1,500.00 minimum retainer for Nutrient Pathogen Evaluation Review, as applicable

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 Planning and Zoning Commission public hearing:

• Applicant Signature [Signature] Date 5-21-14

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

• Owner Signature [Signature] Date 5-12-2014

Recording Requested By and
When Recorded Return To:

TETON COUNTY
PLANNING & ZONING

MAY 28 2014

RECEIVED

Planning Administrator
Teton County Planning Department
89 N. Main Street
Driggs, Idaho 83422

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT FOR TAYLOR SHADOWS SUBDIVISION

THIS AGREEMENT is made and entered into as of the ___ day of _____, 20___, by and between Daniel S. Bender and Rachel E. Bender and/or assigns (hereafter "Developer") and Teton County Idaho, a political subdivision of the State of Idaho (hereafter "County").

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.
- 1.2 **IMPROVEMENT:** Any alteration to the land or other physical construction located on or off the Property that is associated with this subdivision/PUD and building site developments.

- 1.3 **OWNER/DEVELOPER:** means and refers to DANIEL BENDER whose address is 4417 Forge Rd., Perry Hall, MD 21128, the party that owns and is developing said Property and shall include and subsequent owner(s) or developer(s) of the Property.
- 1.4 **PROPERTY:** means and refers to the certain parcel(s) of Property located in the County of Teton, as described in Exhibit A.

of the Teton County Code and Section 41 of this Agreement.

Section 2. Building Permits. No lot or unit may be offered for sale or sold (warranty deeds transferred) prior to final plat approval and recording.

Section 3. 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.

Section 4. 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 and after such revocation, if Developer chooses to move forward, Developer will have to reapply for approval under the then current County ordinances.

Section 5. 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.

Section 6. Transfer of Lots or Units. No lots or units may be offered for sale or sold (warranty deeds transferred) prior to final plat approval and recording. 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 7. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 8. 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 9. 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
89 N. Main Street
Driggs, Idaho 83422

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

David Bender
130 Alpine Trail
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 10. 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 11. 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 the performance by the Developer of its obligations under this Agreement and all related Agreements. The Developer is not an agent or employee of the County.

Section 12. Amendments or Alterations. All changes, amendments, omissions, or additions to this Agreement shall be in writing and shall be signed by both parties.

Section 13. 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 14. Filing. The County 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 reimburse the County for any recording fees associated with this Development.

Section 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 TAYLOR SHADOWS SUBDIVISION 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 22. 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 Records Office; and it shall be effective on the date first written above.

Section 23. Addendum Notes for Clarification for Deviations from Teton County Development Agreement Template. Section 2 was revised because there are no public improvements.

Section 3 is non applicable because Teton County Title 9-4-2 (B11) states that entrance signs are required for more than 2 lots.

Sections 4 & 5 are non applicable because of no public or off-site improvements.

Section 7 is non applicable for the above stated reason.

Sections 8 & 9 are non applicable because no phasing is being proposed.

Section 10 isn't needed because no extensions are required since there are no installations of public improvements.

Section 11: No construction time frames are required for the above stated reasons.

Sections 13-19 are non applicable.

Section 22 is non-applicable since there is no construction for which a default would occur.

Section 39: The road providing access to Taylor Shadows Subdivision is a City of Victor road, not a county road. Therefore this section is non-applicable

Section 40: Since this is a voluntary contribution, the owner of Taylor Shadows is opting to not contribute. There are only 2 lots, each one going to a family member. This is not a "for-profit" development.

Exhibit B is not applicable because of Planning & Zoning determination that an engineer's cost estimate is not required per e-mail dated April 14, 2014.

Exhibit C is not applicable because there is no phasing plan.

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

Kelly Park, Chairperson

STATE OF IDAHO)
) ss:
COUNTY OF TETON)

On this ____ day of _____, 20__, before me, a Notary Public for the State of Idaho, personally appeared Kelly Park, Chairperson 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 _____

(_____ Owner' Name _____)

(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

TAYLOR SHADOWS SUBDIVISION LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER SOUTHEAST QUARTER, 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 SAID 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 A PRIVATE 100 FOOT WIDE ROAD & UTILITY EASEMENT ALONG THE WESTERN BOUNDARY OF SAID PROPERTY.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

TAYLOR SHADOWS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

TETON COUNTY
PLANNING & ZONING
MAY 28 2014
RECEIVED

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 Title 8, Section 8-4-5.

Section 2.03 Animals. No animals of any kind shall be raised, bred or kept, excepting that dogs, cats, and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Owners of animals shall exercise proper care, restraint and control of their animal or animals to prevent them from becoming a nuisance. Lots 1 and 2 only may be considered for two horses or mules as well as chickens, goats, turkeys, cows pending approval from the design committee. In the event permission for said animals is granted, they shall be kept in a corral in such a way as to keep the area green and growing. Under no circumstances will any grazing be allowed in any of the designated Common Areas. 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. In the event the Declarants develop amenities such as walking paths, picnic areas, etc. in the Common Area as designated on the plat of Taylor Shadows Subdivision, all dogs in said area shall be leashed.

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.

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.

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.

TETON COUNTY PLANNING AND ZONING COMMISSION
DRAFT Meeting Minutes from July 8, 2014
County Commissioners Meeting Room, Driggs, ID

COMMISSIONERS PRESENT: Mr. Dave Hensel, Mr. Bruce Arnold, Mr. Chris Larson, Mr. Cleve Booker, Ms. Marlene Robson, Mr. Pete Moyer, Mr. Shawn Hill and Mr. David Breckenridge.

COUNTY STAFF PRESENT: Mr. Jason Boal, Planning Administrator, Ms. Kristin Rader, Planner.

The meeting was called to order at 5:08 PM.

Approval of Minutes:

Motion: Mr. Arnold moved to approve the Minutes from June 10, 2014. Ms. Robson seconded the motion.

Vote: The motion passed unanimously.

Chairman Business:

There was no Chairman's business.

Administrative Business:

There was no administrative business.

PUBLIC HEARING: Preliminary Plat Approval for Taylor Shadows Subdivision. Daniel and David Bender are proposing a 2 lot (13.93 acre) subdivision. The two residential lots will be 9.68 and 3.75 acres, in addition to a .5 acre common agricultural area. This project is located east of Victor on Victor Cemetery Road and borders Victor Cemetery to the east.

Ms. Rader commented that in April the Commission approved the concept review and the staff has reviewed the application for the Preliminary Plat approval. Ms. Rader stated that on June 17th they had a meeting with the DRC committee and some concerns included the CC&Rs addressing the bear conflict zone prevention and some recommendations in the Natural Resources Analysis that didn't match up with the CC&Rs. There was also a letter from the U.S. Fish & Wildlife that needed to be addressed in the Natural Resources Analysis. Regarding the inter-agency reviews the U.S. Fish & Wildlife and the Idaho Fish & Game both had some comments for the Natural Resources Analysis. The City of Victor and the Health District did not have any problems with the application and recommended approval. She reviewed the conditions the staff had for approval.

Applicant Presentation:

Mr. Arnold Woolstenhulme with AW Engineering, representing the applicant, commented that they had reviewed all the comments and recommendations and did not have any issues with them. He stated they had not addressed all the comments yet and returned the information to the Planning & Zoning Department because they felt they should wait for the results of the hearing and address everything required at that time. Ms. Sharon Woolstenhulme, also representing the applicant, commented on the

CC&Rs and stated that according to the Subdivision Ordinance an entrance sign is required for subdivisions of more than two lots and applicant is only asking for a two lot subdivision so it would not apply. Regarding the bear verbiage the CC&Rs have been amended to include the Section 4 Bear Conflict Zone information. Ms. Woolstenhulme commented that in regards to the conflict with domestic animals, the applicant would try to come up with a resolution prior to coming before the BOCC for final approval.

Public Comment:

There was no public comment.

Commission Deliberation:

Mr. Hensel suggested that any interior perimeter fencing be wildlife friendly. Mr. Breckenridge asked how horse fencing could be wildlife friendly. Mr. Hensel read the description from the Natural Resource Analysis that described wildlife friendly fencing. Mr. Arnold was concerned with not only the 42” height proposed but the type of fencing suggested because cows cannot get through mesh fence but they can barbed wire. Mr. Boal commented that wildlife friendly fencing comes in numerous designs and Staff is not recommending any specific design. The applicant would be tasked with determining what would work best for their uses.

Motion: Mr. Arnold moved that 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 conditions of approval; and having found that the considerations for granting the Preliminary 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 Planning & Zoning Commission; 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 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.

Mr. Hill seconded the motion.

Vote: After a roll call vote the motion was unanimously approved.

PUBLIC HEARING: (Continued): Conditional Use Permit Application from Taylor Family Campground. The Taylor family owns property along Highway 33, between Driggs and Tetonia. They would like to develop a primitive campground area. The property is within the scenic corridor and the use of a campground requires a Conditional Use Permit.

Mr. Boal commented that staff had met with the applicant on June 17th and they have revised the site plan based on the questions and recommendations from staff and the Commission at the previous hearing. He explained the biggest change to the application was the phases originally proposed versus the revised application that proposed only the Phase 1 plan at this time to see how well it progressed. If things went well with Phase 1 they would come before the Commission at some point in the future to proceed with future phases. The revised site plan shows the private road construction and the layout for