



STAFF REPORT

VACATION APPLICATION:

Trapper's Ridge PUD

Prepared February 26 for the March 9, 2015
Board of County Commissioners Public Hearing

OWNER: ACTION INVESTORS

APPLICANT: Teton County, ID

REQUESTS:

Teton County, ID is applying to vacate the entitlements for the Trapper's Ridge PUD recorded in 2009. The development agreement states that the improvements shall be commenced within two years of the recording date (June 23, 2009) and completed within one (1) year of commencement. To date, improvements have not been started, putting the developer in breach of contract. Because of this lack of performance, the County is applying to vacate the entitlements to this subdivision.

CODES:

Teton County Subdivision Ordinance Section 9-3-2 (D-2-n) Revocation by Board of County Commissioners. *The Board of County Commissioners may revoke a subdivision or Planned Unit Development upon failure to comply with the conditions of approval of a final plat or subdivision extension, upon the violation of any of the provisions of this Title, or for misrepresentations or material omissions made to the Planning Commission or to the Board of County Commissioners. (amd. 9-17-09)*

Teton County Subdivision Ordinance Section 9-7-1- Vacations of plats, easements, rights-of-way; lot consolidations and amendments to recorded subdivisions documents (2011-08-11).

LEGAL DESCRIPTION:

A part of the south east ¼ of Section 33
Township 6 North, Range 44 East

LOCATION: approx. 5000 N 8000 W – West of the City of Teton

PROPERTY SIZE: 78 acres, 25 lots

ZONING: Underlying zoning is A-20.

OVERLAYS: None

BACKGROUND INFORMATION

On May 9, 2011, the Board of County Commissioners sent, via certified mail, a letter to the owner of Trapper's Ridge PUD informing them that because of the lack of performance of subdivision improvements, the County would be applying to vacate the subdivision entitlements on this property. The County, therefore, is applying to vacate the subdivision entitlements based on a lack of performance of the development agreement contract on the part of the developer, i.e. they have not started or completed the infrastructure improvements outlined in the development agreement.

VICINITY MAP

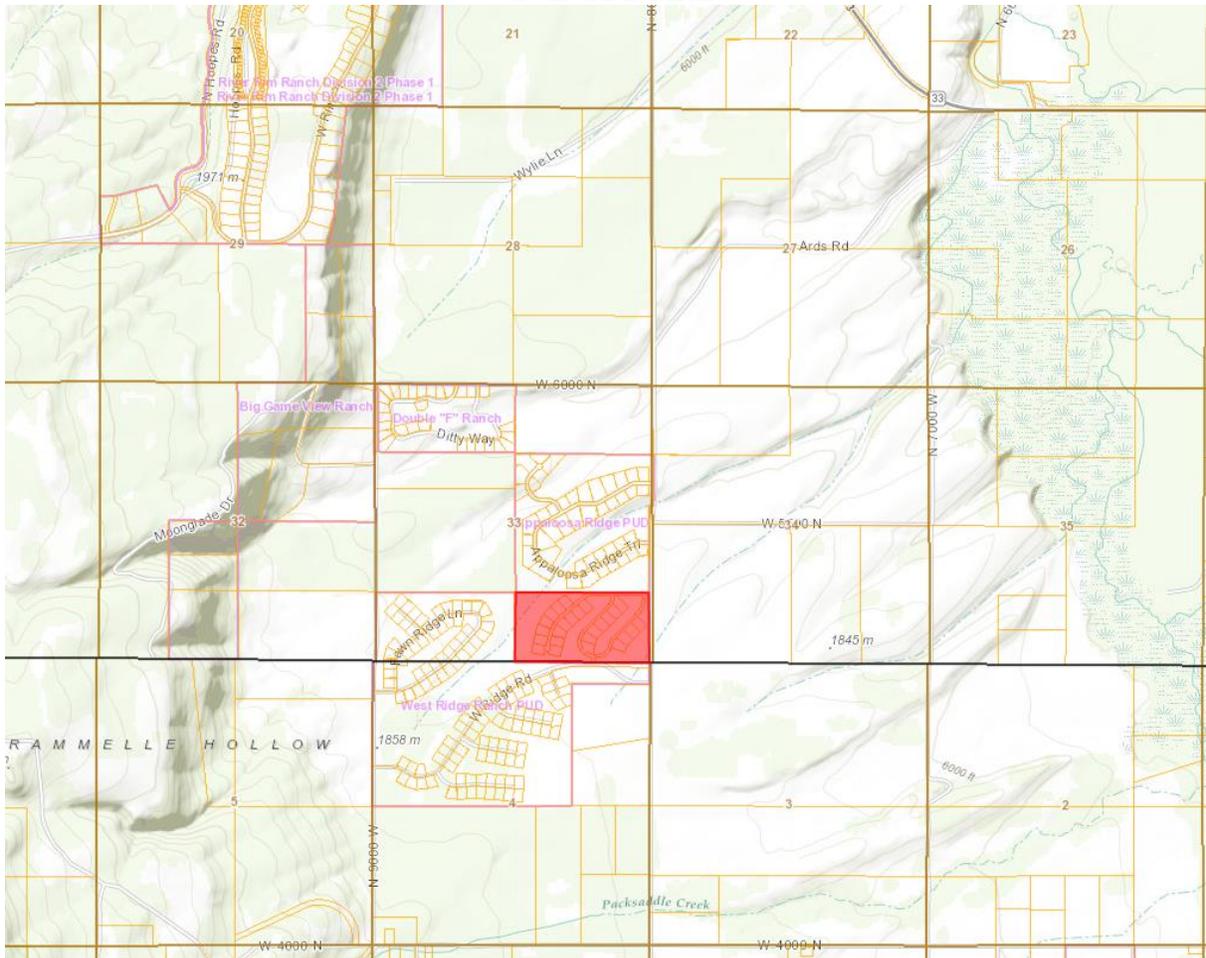


Figure 1: Trapper's Ridge PUD Vicinity Map

STAFF ANALYSIS

It is the planning staff's opinion that vacating the current subdivision entitlements is in the public's best interest. Currently this PUD has no access to water. It was originally supposed to be part of a community system with Appaloosa Ridge PUD, and Westridge Ranch PUD. It is our understanding that the shared water system agreement has been revised so that Trapper's Ridge is no longer part of the agreement. Also, by vacating this PUD it will reduce the number of paper lots in Teton County, which due to the large number of paper lots, may be decreasing market values County-wide. The owner is free to come back to the County at any time to re-apply for subdivision entitlements under the then-current ordinance. This vacation application stems from the lack of performance on the developer's part in not upholding his end of the development agreement and cannot be considered a taking.

I did speak to the land owner (Richard White) of this development as well. He stated that there was no desire to move forward with the previously approved development. I also informed him that he would not be able to utilize the property for a house for himself with it being platted and the improvements not being complete. He was aware the county was moving forward with the vacations of developments in the county and was okay with the vacation of Trapper's Ridge.

COMPLIANCE WITH: TETON COUNTY'S COMPREHENSIVE PLAN- A VISION & FRAMEWORK 2012-2030

Agriculture & Rural Heritage:

Goal ARH 1:Policy 1.2: Encourage vacation of subdivision plats where appropriate and viable.

Staff response: This PUD has had a notice of non-compliance filled against is for nearly 3 years. There has been no movement to complete the items agreed to in the Development Agreement, and The original approval hinged on a shared water system, which is no longer an option for this PUD.

CONSISTENCY WITH THE APPLICABLE TETON COUNTY SUBDIVISION CODE

Teton County Title 9, the Subdivision Ordinance, does not outline criteria for approval for a plat vacation. It does, however, state that “the Board of County Commissioners may revoke a subdivision or Planned Unit Development upon failure to comply with the conditions of approval...” This provision has been in the Teton County Subdivision Code since 1994. Clearly, the developer has failed to comply with the conditions of the approval, as outlined in the development agreement that was recorded on June. 23, 2009.

PUBLIC NOTICE:

1. Legal ads were made to the Teton Valley News in accordance with local and state requirements.
2. A development notification was mailed to the landowner, the landowners within 300 feet and to those who own land within subdivisions within 300 feet of the subject property.

COMMENTS FROM NOTIFIED NEIGHBORS AND GENERAL PUBLIC

Anna Trentadue- see attached email

FINDINGS OF FACT:

1. The Teton County Title 9 Subdivision Ordinance allows for the “revocation” of entitlements upon failure to comply with the conditions of approval of a subdivision.
2. The developer is in breach of the development agreement by not having complied with the conditions of approval of the subdivision.
3. The elimination of these subdivision entitlements would not cause harm to the residents of Teton County.

BOARD ACTION:

- A. APPROVE the vacation as presented.
- B. APPROVE WITH CONDITIONS, which are enumerated in this staff report, and others the Board might add.
- C. DENY the vacation application and provide the reasons and justifications for the denial.
- D. CONTINUE consideration of the application to a future public hearing with reasons given as to the continuation or need for additional information.

PLANNING STAFF RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve the Trapper’s Ridge PUD vacation application based on the fact that the developer is in breach of contract and the original conditions cannot be met.

POSSIBLE MOTION:

Action A: A motion that references the required findings in the code that this vacation application is appropriate. Here is a suggested motion that could be used to approve the vacation.

I move to APPROVE the Trapper's Ridge PUD vacation. We have determined that the procedural requirements for the vacation have been satisfactorily met and that the included findings of fact support this vacation application.

Report prepared by Planning Administrator- Jason Boal

Attachments:

- Notice of Non-Compliance
- Development Agreement
- Master Plan
- Plat
- Email from Anna Trentadue

205352 JUN23'09 AM 9:45

DEVELOPMENT AGREEMENT FOR TRAPPER'S RIDGE SUBDIVISION

THIS AGREEMENT is made and entered into as of the 23 day of June, 2009, by and between **Action Investors I, LLC** and/or assigns (hereafter "Developer") and Teton County 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 **TRAPPER'S RIDGE PUD**, as approved by the Teton County Commission on June 23, 2008; and

WHEREAS, it is the intent and purpose of the Developer and the County to enter into this Agreement, which will guarantee the full and satisfactory completion of the 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.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed as follows:

Section 1. Subdivision Description. This agreement pertains to and includes that property, which is designated and identified as **TRAPPER'S RIDGE PUD**, located within the jurisdiction of Teton County, Idaho.

Section 2. Planned Improvements. The Developer shall, at its own cost and expense, complete the road construction, install entrance and street signs, install telephone & electrical service and install a central water system to provide culinary water and fire protection ("improvements"). The Harmony Design and Engineering's estimated cost to complete these improvements as of April 1, 2008 is \$600,232, as shown on Exhibit A of this Agreement. The Developer shall obtain an updated cost estimate within ninety (90) days prior to obtaining its financial security guarantee and starting construction of any improvements, as set forth in Section 8 hereof.

Section 3. Schedule for Commencement of the Improvements. The Developer shall commence construction of the road improvements, the telephone, and the power and the water system within two (2) years after the recording of the final plat, and will complete construction of such improvements within one (1) year after commencement of construction of such improvements. The Developer shall 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 of the Developer. However, except for extensions for commencement of improvements allowed for such unavoidable delays, if Developer does not commence construction of the improvements within two (2) years of recording of the final plat, the County shall have the right, in its sole and absolute discretion, to revoke the Developer's entitlements for Trapper's Ridge PUD, and upon such revocation, Developer will have to reapply for approval for any planned unit development or subdivision under the then current County subdivision ordinance.

Instrument # 205352

TETON COUNTY, IDAHO
6-23-2009 12:31:25 No. of Pages: 7
Recorded for : HARMONEY DESIGN
MARY LOU HANSEN Fee: 21.00
Ex-Officio Recorder Deputy
Index to: DEVELOPMENT AGREEMENT



Section 4. Estimated Construction Dates. The Developer will commence construction within two (2) years of the recording of the final plat. The Developer reserves the right to begin construction any time after recording of the final plat, if weather conditions permit, after Developer obtains the financial security guarantee set forth in Section 8 hereof. The subdivision is estimated to be completed within 12 months after construction begins. The Developer will be solely and fully responsible for the supervision of subcontractors and timely completion of installation of roads, water, electric and phone. The Developer will be fully responsible for all dust abatement during construction.

Section 5. Inspection. 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.

Section 6. 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. Developer must provide a stamped letter from an engineer stating the roads have been built in accordance with the submitted road plans and are up to county standard. Upon approval the county shall give its written acceptance of the improvements.

Section 7. One-Year Guarantee of the Improvements. The Developer guarantees the prompt and satisfactory correction of all defects and deficiencies in the improvements that occur or become evident within one year after acceptance of the improvements by the County. If such defect or deficiency occurs or becomes evident during such period, and 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 guarantee 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 8. Financial Security Guarantee. 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 a 12 month letter of credit with 12 month extensions as needed until the public improvements are completed and accepted by the County, from an approved financial institution or deposit into a Teton County bond account escrowed funds available for disbursement upon signatures by the Developer and Teton County in the sum of 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 security guarantee described in this Section. The amount of the escrowed funds shall be reduced upon payment to the contractor or sub-contractor for the completed and approved portion of the scheduled improvements on the subject property. Such reduction to the escrowed funds shall be limited to the amounts specified in the engineer's cost estimate for such individual improvements installed. Any amount remaining in the escrow account shall be paid to the Developer within four banking days of the release of the payment for the final portion of the scheduled improvements. Upon complete installation and approval of all County required

improvements and signage, any balance of surety or escrowed funds or irrevocable letter of credit shall be disbursed to the Developer.

Section 9. Default. If 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 or to correct the defect or deficiency in the improvements, using either its own forces or contractors hired for that purpose. The County shall have the right to draw from the financial security guarantee provided pursuant to Section 8 hereof the actual sums necessary to complete the construction of such improvements or correct the defect or deficiency in the improvements. Included in the costs of the work, the County is entitled to reasonable legal fees and reasonable administrative expenses. 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.

Section 10. Transfer of lots. No lots may be offered for sale or sold (warranty deeds transferred) prior to final plat approval and recording and the obtaining of the required financial security guarantee described in Section 8 hereof for the construction and completion of improvements. The fire protection, including roads, must be operational before any building permits may be issued. Furthermore no certificate of occupancy for residential units shall be given until all improvements have been completed.

Appropriate easements, covenants and deed restriction regulating the open space portions of the Developer's lots, consistent with the open space regulations contained in the Teton County Subdivision Ordinance, will be promulgated by the Developer and binding upon all lot owners. Developer does hereby agree that all unsold lots will be maintained by the Developer at the Developer's sole expense.

Section 11. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 12. Successors. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties, their heirs, successors and assigns.

Section 13. Notices. All notices in connection to 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 fifth day after being deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the address set forth below.

Teton County Commissioners
ATTN: Planning Administrator
89 N. Main Street
Driggs, Idaho 83422

Duplicate to:
Action Investors I, LLC
Attn: Peter Lawyer
541 N Stream Rd
Wayzata, MN 55391

Each party shall have the right to change the address for all future notices, as provided above.

Section 14. Enforcement. The parties may without limitation enforce or compel the performance of this Agreement.

Section 15. Amendments or Alterations. All changes or amendments to this Agreement shall be in writing and shall be signed by both parties.

Section 16. 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 17. 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.

Section 18. Authority to Execute. 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 and 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. 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 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 19. Governing Law. This Agreement shall be construed according to the laws of the State of Idaho.

Section 20. Donation to Teton County for Road Improvements. Upon the final approval of TRAPPER'S RIDGE PUD by Teton County and the issuance of the first building permit for such PUD, the Developer will make a donation to Teton County in the amount of \$10,000 to be designated for road improvements to 800 West.

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

**TETON COUNTY, IDAHO
BOARD OF COUNTY COMMISSIONERS**

Larry Young
Larry Young, Chairman

STATE OF IDAHO)
) ss:
COUNTY OF TETON)

On this ____ day of June, 2009, before me, a Notary Public, personally appeared LARRY YOUNG, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

Notary Public
Residing _____
Commission expires _____

ACTION INVESTORS I, LLC

Peter Lawyer
Peter Lawyer,
Managing Director

STATE OF MN)
) ss:
COUNTY OF Dakota)

On this 9th day of June, 2009, before me, a Notary Public, personally appeared PETER LAWYER, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.



Megan Sara Sackett
Notary Public
Residing Dakota County, MN
Commission expires Jan. 31, 2010

Exhibit A



DEVELOPER: Action Investors I, LLC.
 PROJECT: Trapper's Ridge P.U.D.
 LOCATION: Teton County
 JOB NO.: 06036-08-1

COMPUTED BY: JTM
 CHECKED BY: JPZ
 DATE: 4/1/08



ENGINEER'S ESTIMATE OF PROBABLE COST

SOURCE: Means Site Work & Landscape Cost Data, 2007

ITEM	SOURCE REFERENCE	QUANTITY	UNIT	UNIT COST	
				LABOR & MATERIALS	TOTAL COST
MISCELLANEOUS					
Mobilization and Demobilization	Engineer's Estimate	1	EA	\$60,000.00	\$40,000.00
Storm Water Pollution Prevention Plan	Engineer's Estimate	1	LS	\$5,000.00	\$5,000.00
Misc Landscape Restoration	Engineer's Estimate	1	LS	\$2,000.00	\$2,000.00
Erosion Control	Engineer's Estimate	1	LS	\$5,000.00	\$5,000.00
Construction Staking	Engineer's Estimate	1	LS	\$10,000.00	\$10,000.00
MISCELLANEOUS SUBTOTAL					\$62,000
ROAD WORK					
24' Gravel Roadway	Engineer's Estimate	5920	LF	\$25.00	\$148,000.00
24" CMP Culvert	33 41 13.40 2140	120	LF	\$38.83	\$4,659.30
24" CMP Flared End Sections	33 41 13.40 2275	6	EA	\$354.88	\$2,129.25
Culvert Trenching & Backfill	G1030-805-1840	120	LF	\$10.57	\$1,268.53
Culvert Bedding	G1030-815-2280	120	LF	\$5.41	\$649.30
ROAD WORK SUBTOTAL					\$156,706
UTILITIES					
Electrical & Telephone Conduit 2-4"	33 71 19.17 5400	5,880	LF	\$8.43	\$49,588.98
Electrical & Telephone Trenching & Backfill	G1030-805-1320	5,880	LF	\$2.50	\$14,680.30
Electrical & Telephone Bedding	G1030-815-1460	5,880	LF	\$1.84	\$10,801.56
UTILITIES SUBTOTAL					\$75,071
WATER SYSTEM					
Fire Hydrant Assembly	G3010 410 3200	9	EA	\$5,093.50	\$45,841.50
10" DIP Water Line	33 11 13.15 3060	2,094	LF	\$31.73	\$66,442.62
10" bends	33 11 13.15 8060	8	EA	\$567.80	\$4,542.40
10" Gate Valves	33 12 16.10 3818	3	EA	\$1,419.50	\$4,258.50
10" Tee	33 11 13.15 8240	2		\$1,169.00	\$2,338.00
8" DIP Water Line	33 11 13.15 3040	4,533		\$23.80	\$107,874.07
8" bends	33 11 13.15 8040	20	EA	\$459.25	\$9,185.00
8" Gate Valves	33 12 16.10 3814	4		\$743.15	\$2,972.60

ENGINEER'S ESTIMATE OF PROBABLE COST

SOURCE: Means Site Work & Landscape Cost Data, 2007

ITEM	SOURCE REFERENCE	QUANTITY	UNIT	UNIT COST	
				LABOR & MATERIALS	TOTAL COST
8" Tee	33 11 13.15 8260	1		\$693.05	\$693.05
3/4" Water Service to each lot	33 11 13.45 2000	300	LF	\$8.56	\$2,567.63
Curb Stop	33 12 16.10 5200	25	EA	\$70.14	\$1,753.50
Service Line Trenching & backfill	G1030-805-1840	300	LF	\$10.57	\$3,171.33
Service Line Bedding	G1030-815-1440	300	LF	\$0.83	\$248.00
WATER SYSTEM SUBTOTAL					\$251,888
TOTAL I					\$545,665
10 % Contingency					\$54,567
TOTAL ENGINEERS ESTIMATE					\$600,232
BONDING AT 125% OF ENGINEER'S ESTIMATE					\$750,290

NOTICE:

This opinion of probable cost has been prepared solely as a general reference document for the information of the Client listed above. This opinion of probable cost has not been prepared by a cost estimator or contractor and, as such, should not be considered a reliable estimate of the actual costs likely to be encountered. This opinion of probable cost has been fashioned in part to help meet the unique needs of the Client. Reliance on this opinion by any party other than Client is expressly forbidden, except with the express written permission of the Client and Harmony Design, Inc.

- ROBERT W. HOOPES -

- KAREN DUSTIN
NILA THOMPSON -

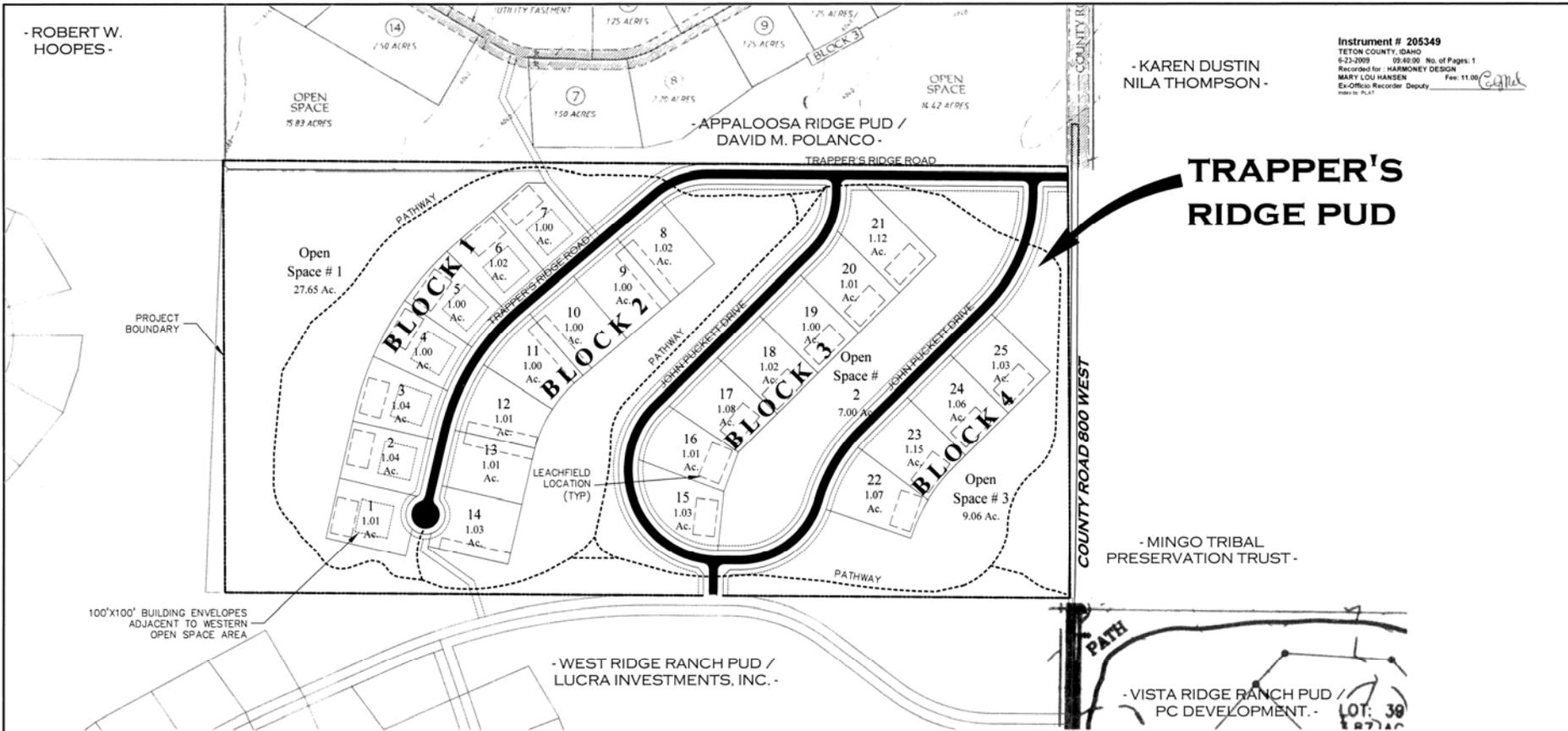
Instrument # 205349
TETON COUNTY, IDAHO
9-23-2009 09:40:00 No. of Pages: 1
Recorded for: HARMONEY DESIGN
MARY LOU HANSEN Fee: 11.00
Ex-Officio Recorder Deputy
www.tc2.idaho.gov

HARMONY
DESIGN & ENGINEERING
119 E. LITTLE LANE • DRUGGS ID. 83422
T. 208.354.1331

PREPARED FOR
ACTION INVESTORS I, LLC.
541 N. STREAM ROAD
WAYZATA, MN 55391

SCALE: 1" = 200'
DESIGNED BY: JPT
DRAWN BY: JTM
CHECKED BY: JAC
PROJ. #: 06033191

PROJECT NAME
TRAPPER'S RIDGE P.U.D.
FINAL IMPROVEMENT PLANS
MASTER PLAN



**TRAPPER'S
RIDGE PUD**

- MINGO TRIBAL
PRESERVATION TRUST -

- WEST RIDGE RANCH PUD /
LUCRA INVESTMENTS, INC. -

- VISTA RIDGE RANCH PUD
PC DEVELOPMENT. -

SUBDIVISION INFORMATION

ADDRESS: 800 WEST & 500 NORTH, TETON COUNTY,
IDAHO

LEGAL DESCRIPTION: THE S $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ SECTION 33,
T6N, R44E, B.M. IN TETON COUNTY, IDAHO.

PRESENT ZONING DISTRICT: AGRICULTURE LAND

PRESENT DENSITY ZONE: RURAL RESERVE (A-20)

TOTAL PROPERTY ACREAGE: 77.96 ACRES

NUMBER OF BUILDABLE LOTS: 25 (25.76 ACRES)

LOT SIZE: 1 ACRE +/-

BUILDING SETBACKS: 30' FRONT, 30' SIDE, 40' REAR

OPEN SPACE: 3 LOTS (43.71 ACRES)

OPEN SPACE: 56.07%

ROAD AREA: 8.49 ACRES

FLOODPLAIN: THE PROPERTY LIES WITHIN ZONE X,
AREAS OUTSIDE OF SPECIAL FLOOD HAZARD AREAS PER
FEMA FIRM MAP NO. 16081C0100C.

WATERBODIES: THERE ARE NO EXISTING WETLANDS OR
CREEKS WITHIN THE PROPERTY BOUNDARY.

NO SURFACE WATER ON OR WITHIN 300' OF SITE.

WELL TO SEPTIC: 50' (MIN.)

WELL TO LEACHFIELD: 100' (MIN.)



200 100 0 200 400

SCALE: 1" = 200'
(24"x36" SHEET)

LEGEND

- OR LEACHFIELD LOCATION
- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT
- ROADWAY

TRAPPER'S RIDGE PLANNED UNIT DEVELOPMENT DIVISION NO. 1 TETON COUNTY, IDAHO

LOCATED IN THE SE 1/4 OF SECTION 33, T6N R44E, B.M.



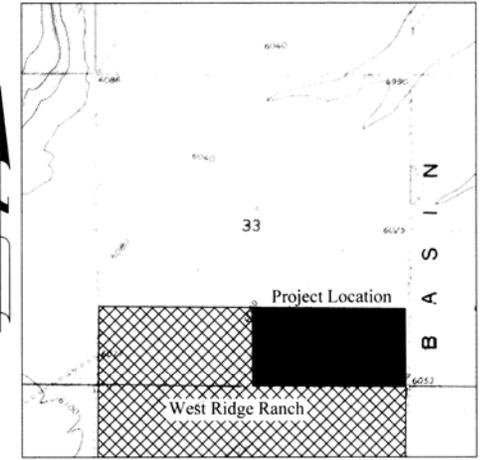
SURVEYOR
Kevin L. Thompson, P.L.S.
215 Farnsworth Way
Rigby, ID. 83442
(208) 745-8771

ENGINEER
Harmony Design and
Engineering
60 East Little Ave
Driggs, ID. 83422
(208) 354-1331

LAND DEVELOPER
Action Investors I, L.L.C.
541 N. Stream Road
Wayzata, MN 55391
(847) 644-4975

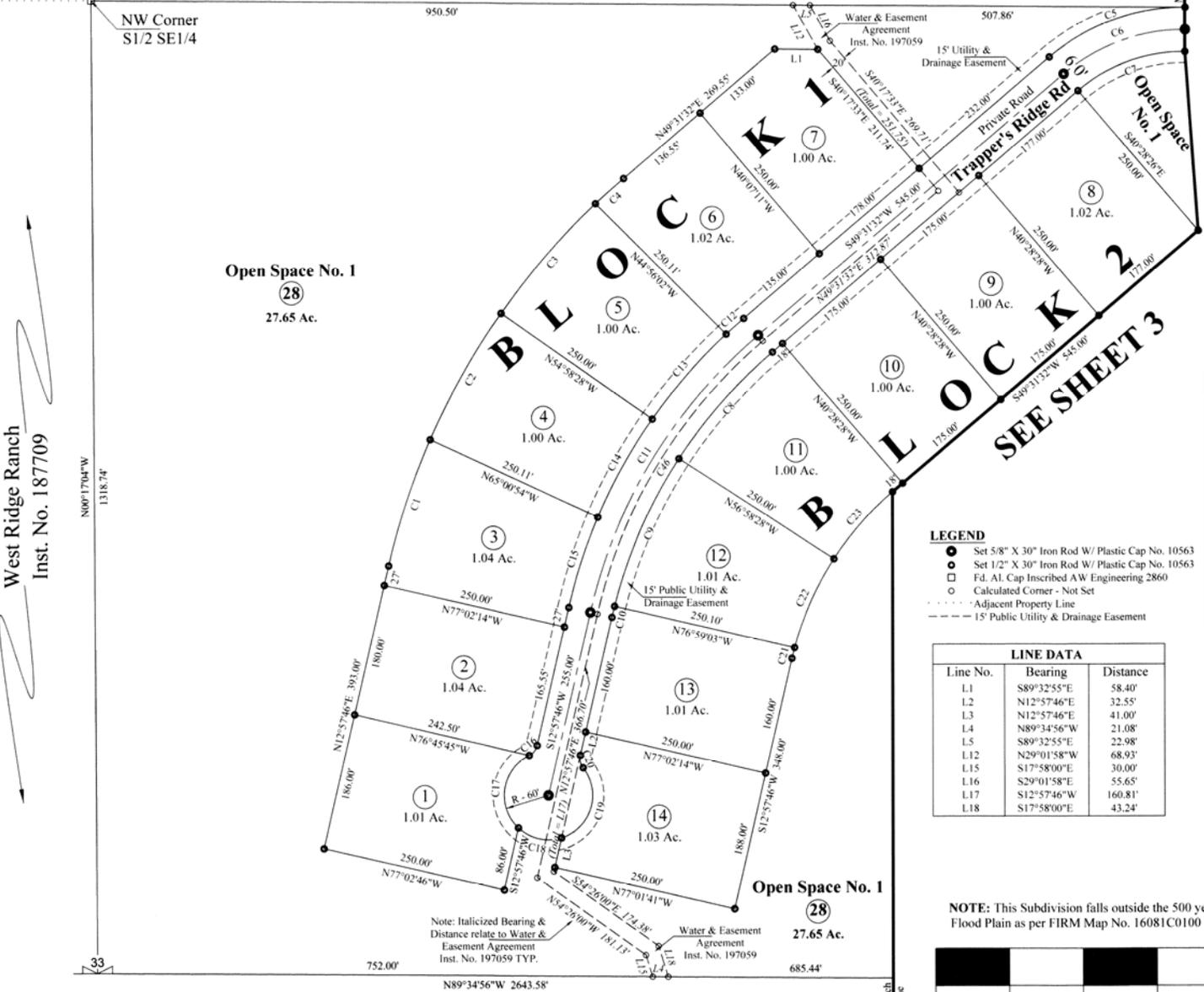
Robert W. Hoopes
Warranty Deed
Inst. No. 86868

David M. Polanco
Corporate Warranty Deed
Inst. No. 175027



VICINITY MAP
(No Scale)

Instrument # 205350
TETON COUNTY, IDAHO
6-23-2009 09:41:00 No. of Pages: 3
Recorded for: HARMONEY DESIGN
MARY LDU HANSEN Fee: 11.00
Ex-Office Recorder/ Deputy



West Ridge Ranch
Inst. No. 187709

N00°17'04"W
1318.74'

Fd. 1/2" Iron Rod
w/Al. Cap
Inst. No. 88894

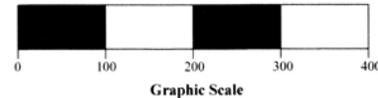
West Ridge Ranch
Inst. No. 187709

- LEGEND**
- Set 5/8" X 30" Iron Rod w/ Plastic Cap No. 10563
 - Set 1/2" X 30" Iron Rod w/ Plastic Cap No. 10563
 - Fd. Al. Cap Inscribed AW Engineering 2860
 - Calculated Corner - Not Set
 - Adjacent Property Line
 - - - 15' Public Utility & Drainage Easement

Line No.	Bearing	Distance
L1	S89°32'55"E	58.40'
L2	N12°57'46"E	32.55'
L3	N12°57'46"E	41.00'
L4	N89°34'56"W	21.08'
L5	S89°32'55"E	22.98'
L12	N29°01'58"W	68.93'
L15	S17°58'00"E	30.00'
L16	S29°01'58"E	55.65'
L17	S12°57'46"W	160.81'
L18	S17°58'00"E	43.24'

CURVE DATA						
Curve No.	Delta	Radius	Arc	Tangent	Chord	Chord Bearing
C1	10°33'45"	980.00'	180.66'	90.59'	180.41'	N18°14'39"E
C2	11°30'00"	980.00'	196.70'	98.68'	196.37'	N29°16'32"E
C3	11°30'00"	980.00'	196.70'	98.68'	196.37'	N40°46'32"E
C4	03°00'00"	980.00'	51.31'	25.66'	51.31'	N48°01'32"E
C5	40°55'33"	280.00'	200.00'	104.48'	195.78'	S69°59'18"W
C6	40°55'33"	250.00'	178.57'	93.29'	174.80'	S69°59'18"W
C7	40°55'33"	220.00'	157.14'	82.09'	153.82'	S69°59'18"W
C8	16°30'00"	670.00'	192.95'	97.15'	192.28'	S41°16'32"W
C9	18°45'00"	670.00'	219.26'	110.62'	218.28'	S23°39'02"W
C10	01°18'45"	670.00'	15.35'	7.67'	15.35'	S13°37'09"W
C11	36°33'45"	700.00'	446.70'	231.25'	439.16'	S31°14'39"W
C12	02°30'00"	730.00'	31.85'	15.93'	31.85'	S48°16'32"W
C13	12°00'00"	730.00'	152.89'	76.73'	152.61'	S41°01'32"W
C14	12°00'00"	730.00'	152.89'	76.73'	152.61'	S29°01'32"W
C15	10°03'45"	730.00'	128.21'	64.27'	128.04'	S17°59'39"W
C16	51°19'04"	20.00'	17.91'	9.61'	17.32'	S38°37'19"W
C17	111°19'04"	60.00'	116.57'	87.82'	99.08'	S08°37'18"W
C18	60°00'00"	60.00'	62.83'	34.64'	60.00'	S77°02'14"E
C19	111°19'04"	60.00'	116.57'	87.82'	99.08'	N17°18'14"E
C20	51°19'04"	20.00'	17.91'	9.61'	17.32'	N12°41'46"W
C21	02°03'45"	420.00'	15.12'	7.56'	15.12'	S13°59'39"W
C22	18°00'00"	420.00'	131.95'	66.52'	131.40'	S24°01'32"W
C23	16°30'00"	420.00'	120.95'	60.90'	120.53'	S41°16'32"W
C46	36°33'45"	690.00'	440.31'	227.95'	432.88'	N31°14'39"E

NOTE: This Subdivision falls outside the 500 year Flood Plain as per FIRM Map No. 16081C0100 C.



TE THOMPSON ENGINEERING, INC.
CONSULTING ENGINEERS
RIGBY, IDAHO 83442

FINAL PLAT

LOCATED IN THE SE 1/4 OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 44 EAST, TETON COUNTY, IDAHO

Project Name: Trapper's Ridge P.U.D.	Scale 1" = 100'
Job Number: 2006-118	
CoGo File: TrappersRidge2006-118.pro	
Date: October 13, 2008	
Surveyor: K.L.T.	Sheet 2
Drawn By: T.S.G.	Of 3

SURVEYOR
Kevin L. Thompson, P.L.S.
215 Farnsworth Way
Rigby, ID. 83442
(208) 745-8771

ENGINEER
Harmony Design and
Engineering
60 East Little Ave
Driggs, ID. 83422
(208) 354-1331

LAND DEVELOPER
Action Investors I, L.L.C.
541 N. Stream Road
Wayzata, MN 55391
(847) 644-4975

David M. Polanco
Corporate Warranty Deed
Inst. No. 175027

TRAPPER'S RIDGE

PLANNED UNIT DEVELOPMENT

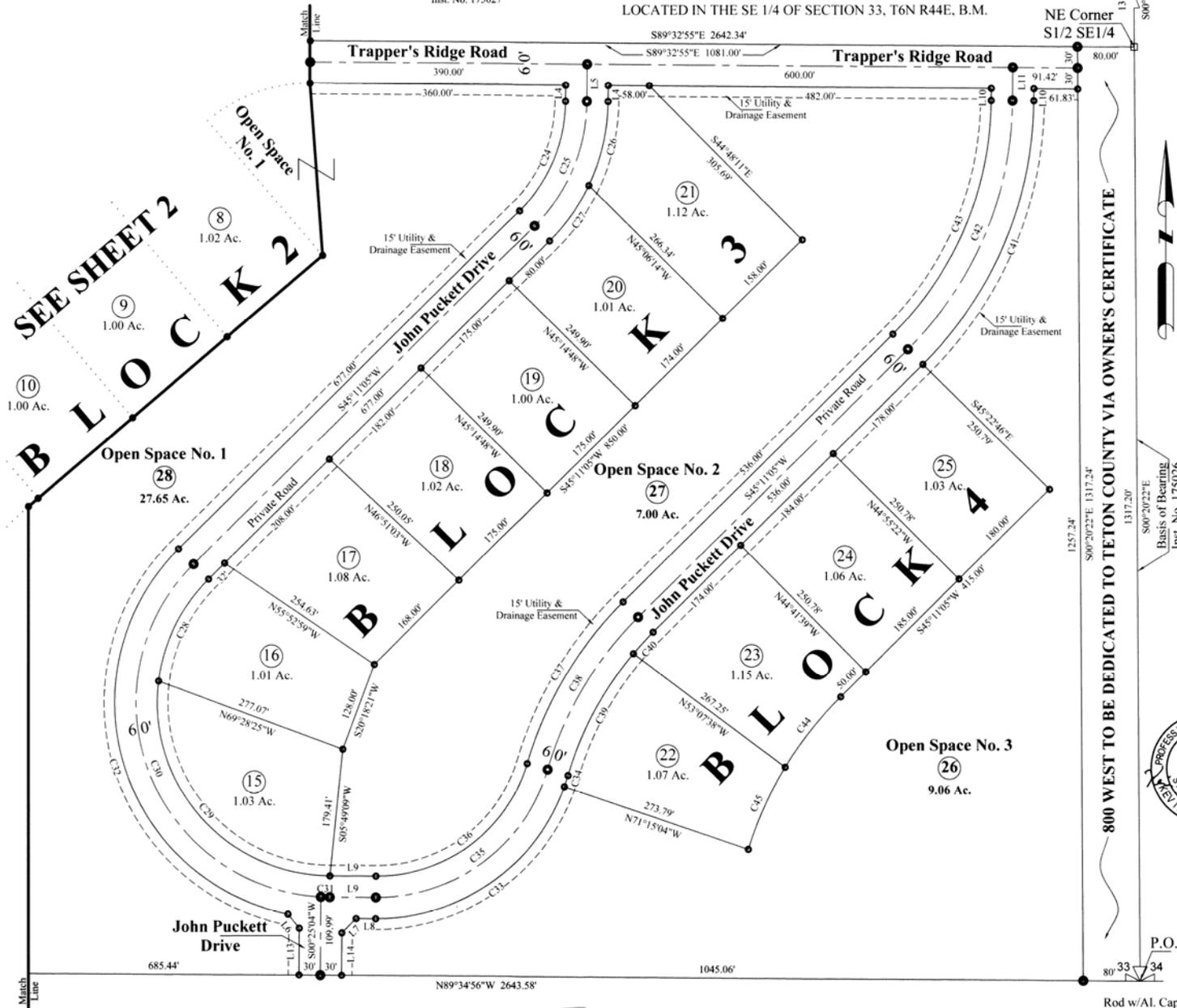
DIVISION NO. 1

TETON COUNTY, IDAHO

LOCATED IN THE SE 1/4 OF SECTION 33, T6N R44E, B.M.

Fd. 3/4" Iron Rod w/ Al. Cap
Inst. No. 174000

Instrument # 205350
TETON COUNTY, IDAHO
6-23-2009 09:41:00 No. of Pages: 3
Recorded for HARMONEY DESIGN
MARY LOU HANSEN Fee: 11.00
Ex-Officio Recorder Deputy
Date of Plat



- LEGEND**
- Set 5/8" X 30" Iron Rod W/ Plastic Cap No. 10563
 - Set 1/2" X 30" Iron Rod W/ Plastic Cap No. 10563
 - Fd. Al. Cap Inscribed AW Engineering 2860
 - Adjacent Property Line
 - - - 15' Utility & Drainage Easement

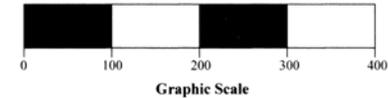
LINE DATA

Line No.	Bearing	Distance
L4	S00°27'05"W	22.61'
L5	S00°27'05"W	52.61'
L6	S39°01'52"E	25.42'
L7	N45°25'04"E	28.28'
L8	S89°34'56"E	27.42'
L9	S89°34'56"E	64.84'
L10	S00°27'05"W	17.07'
L11	S00°27'05"W	47.07'
L13	S00°25'04"W	65.79'
L14	S00°25'04"W	59.71'

CURVE DATA

Curve No.	Delta	Radius	Arc	Tangent	Chord	Chord Bearing
C24	44°44'00"	220.00'	171.76'	90.53'	167.43'	S22°49'05"W
C25	44°44'00"	250.00'	195.19'	102.87'	190.27'	S22°49'05"W
C26	25°00'00"	280.00'	122.17'	62.07'	121.21'	S12°57'05"W
C27	19°44'00"	280.00'	96.44'	48.70'	95.96'	S35°19'05"W
C28	38°00'00"	245.00'	162.49'	84.36'	159.53'	S26°11'05"W
C29	96°46'01"	245.00'	413.78'	275.79'	366.33'	S41°11'56"E
C30	132°08'40"	275.00'	634.25'	619.76'	502.73'	S20°53'15"E
C31	02°37'22"	275.00'	12.59'	6.30'	12.59'	S88°16'16"E
C32	123°39'52"	305.00'	658.30'	569.59'	537.76'	S16°38'51"E
C33	70°47'40"	280.00'	345.97'	198.97'	324.38'	N55°01'13"E
C34	03°25'00"	280.00'	16.70'	8.35'	16.69'	N17°54'53"E
C35	74°12'40"	250.00'	323.81'	189.11'	301.64'	N53°18'43"E
C36	74°12'40"	220.00'	284.95'	166.42'	265.45'	N53°18'44"E
C37	28°58'42"	530.00'	268.06'	136.96'	265.21'	N30°41'44"E
C38	28°58'42"	500.00'	252.88'	129.21'	250.20'	N30°41'44"E
C39	23°58'42"	470.00'	196.69'	99.81'	195.26'	N28°11'44"E
C40	05°00'00"	470.00'	41.02'	20.52'	41.00'	N42°41'05"E
C41	44°44'00"	530.00'	413.79'	218.09'	403.36'	S22°49'05"W
C42	44°44'00"	500.00'	390.37'	205.74'	380.53'	S22°49'05"W
C43	44°44'00"	470.00'	366.95'	193.40'	357.70'	S22°49'05"W
C44	14°00'00"	520.00'	127.06'	63.85'	126.74'	S38°11'05"W
C45	14°00'00"	520.00'	127.06'	63.85'	126.74'	S24°11'05"W

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Date	October 13, 2008	Drawn By:	T.S.G.
Sheet	3	Of	3

West Ridge Ranch
Inst. No. 187709

800 WEST TO BE DEDICATED TO TETON COUNTY VIA OWNER'S CERTIFICATE

Match Line

Match Line

Rod w/Al. Cap
Inst. No. 142220