

The following pages represent documents that were received in the Planning Department after the Planning Commissioners' July Hearing packets were assembled. These letters will be distributed to the Commission the evening of July 9th at the public hearing.



RENDEZVOUS ENGINEERING, P.C.

Civil Engineers and Planners in Wyoming and Idaho

Rendezvous Project No: 05-003

July 3, 2013

Mr. Dave Hensel, Chairmen
Teton County Planning and Zoning Commission
150 Courthouse Drive - Room 107
Driggs, ID 83422
c/o Angie Rutherford (arutherford@co.teton.id.us)

RE: River Rim Amendment Hearing; July 9, 2013

Dear Dave:

The following comments are offered in response to the thirteen recommended staff conditions for the proposed River Rim amendment. Although we continue to have a number of issues that differ from the staff's perspective on this project, we believe that considerable progress has been made and that the remaining items that are to be resolved are limited and deserve additional discussion. We have presented in this letter the primary reasons for these differences which we will be prepared to discuss and respond to questions at the upcoming public hearing.

Staff Recommendation: PROPOSED CONDITIONS:

1. Letter from DEQ stating that it is okay to base wastewater pre-treatment system on actual flows vs. number of homes. A letter will be requested from the DEQ asking for comments on the language regarding future wastewater treatment included in the proposed development agreement. This same general language was also included in the November 2011 development agreement and was previously sent to the County and DEQ for comment before it was incorporated into the final documents. The DEQ indicated that they did not have a problem with the proposed language but that it was up to the individual counties and cities to make sure that there is the proper infrastructure in place before issuing building permits. The applicant understands this requirement and is the reason why development agreement includes the language that the construction of a new module will take place when the maximum day flows reach 85% of the design capacity.
2. Final Plat show the elimination of Lot 7 Block 9. This change will be made on the final plat.
3. The applicant needs to provide a more thorough weed management plan. Attached is a copy of the ongoing weed management strategy that has been used by River Rim over the past several years. It is important to note that significant progress has been made since current owner, Big Sky Western Bank, took over the property in 2009. This weed management effort will continue indefinitely as long as there is a need to control weeds. Before requiring more thorough documentation about weed management plans, River Rim suggests that a County representative who was familiar with the site in 2009 prior to the Banks involvement visit River Rim to view the progress that has been made.

4. The golf course area shall be re-seeded by Summer of 2014. Below is a summary of key dates for the phased approach that River Rim has proposed as a compromise for the reclamation of the golf course open space. This plan shortens the current timeframe for the final seeding by one year to 2015, even though it is a year longer than the current county staff recommendation. See plan below:

| DESCRIPTION | DATE |
|---------------------------|---|
| -Weed eradication | Ongoing program since 2010 |
| -Site grading/top soiling | Fall 2014 |
| -Agricultural practices | Spring 2015 (continued in future years) |
| -Native grass seeding | Fall 2015 |
| -Trail system | Fall 2016 |
| -Water features/ponds | Fall 2016 |

The main reason for the delay is to allow time for a future buyer to review this reclamation plan and determine whether to follow through with this plan or move forward with the golf course construction. This schedule would potentially avoid the need to unnecessarily disturb reclaimed areas should there be a change in plans. The reclamation will be included in the letter of credit to insure that the work does take place. The applicant will continue with the current weed eradication program as previously noted.

5. The Letter of Credit be submitted for 125% of an engineer’s cost estimate. River Rim will be posting a valid and renewable letter of credit for more than \$3 million dollars. This represents a significant investment on behalf of the current owner and future owner in this project where more than \$35,000,000 in infrastructure and related improvements have already taken place. Therefore based upon the fact that this PUD was originally approved in 2006 and amended in 2011 when a 10 percent contingency was acceptable, along with the fact that the letter of credit will include a contingency of more than \$300,000 and will be held by the county until all work is final and accepted by the county. We request that the County consider the applicant’s request to limit the total cost of the letter of credit which will have a direct impact on the future financial success of this development.
6. On page 13 of the Development Agreement, 32. (d) Roadway/Path Maintenance: add “or POA” so the line reads, “The Owner or POA will maintain all internal roadways.” This change will be added.
7. On page 15 of the Development Agreement, 38 Adjacent Neighbor Provisions: add a period after property and strike the rest of the sentence so the line reads, “Owner agrees to maintain a 200’ separation from all building envelopes to adjacent property.” It is the applicant’s intent for this 200 foot building envelope to apply to future platted lots, most of which will be larger in size or sited in a way to maintain the 200 feet from the exterior boundary. This would not apply to the lots already platted in Division II Phase I. This language will be added to the development agreement with this exception.



8. All phase owners must sign the Development Agreement. Attached is an excerpt of typical language that is included in the Purchase and Sales Agreements (PSA) signed by the buyers of River Rim Phases II, III, IV and V. These are extensive documents involving over 100 pages which define the terms of the purchase and allowed uses on the properties. All PSAs and recorded Supplements to the CCRs have been provided to Kathy Spitzer in January and again in March of this year with the specific areas of interest highlighted in each document. Similarly, CCRs were provided referencing specific areas that allow declarant to complete these amendments without all owners consent as well. Attorneys Dan Green and Peter Christofferson have both agreed that these document provide the applicant the authority necessary to make the changes to the master plan and development agreement.

The following language is from the Norman Ranch (Phase II) purchase agreement and is representative of the language associated with all four phases no longer owned by Big Sky Western Bank:

“The Norman Ranch/Western Highlands Property constitutes a portion of the property encumbered by the Development Agreement. Under the Development Agreement, the owner of the Norman Ranch/Western Highlands Property currently has the right to develop forty-three (43) platted lots thereon. After Closing, **Buyer shall cooperate with Seller in Seller’s effort to amend the Development Agreement and the Plat Master Plan** either: (a) to transfer twenty-five (25) of the forty-three (43) development rights from the Norman Ranch/Western Highlands Property to other property owned by Seller, or (b) to remove twenty-five (25) of the forty-three (43) lot development rights from the Norman Ranch/Western Highlands Property. Such amendment will provide that eighteen (18) of the forty-three (43) development rights shall remain with the Norman Ranch/Western Highlands Property (namely, Block 12, Lots 1-6; Block 13, Lots 1-5; Block 11, Lots 1-4 & 9-11) and that the owner of the Norman Ranch/Western Highlands Property shall have the right, but not the obligation, to develop on the Norman Ranch/Western Highlands Property up to eighteen (18) lots containing, in the aggregate, up to 171.30 acres. “

As shown in the highlighted language, the buyer is required by this agreement to cooperate with the seller in the seller’s effort to amend the development agreement and master plan. This paragraph also reduces the number of allowed units from 43 to 18, which is the main issue associated with this amendment affecting Phase II.

The amendment will provide further that all other acreage in the Norman Ranch/Western Highlands Property, outside of the aforementioned 171.30 acres, will be preserved as Open Space and that there shall be no restriction placed on any such Open Space which would prohibit the use of the Open Space for agricultural and/or farming purposes. Buyer will not assume any of the obligations of Seller under the Development Agreement other than (i) **the obligation to comply with the provisions of the Development Agreement regarding lot development in the event that Buyer elects to develop one or more lots allocated to the Norman Ranch/Western Highlands Property and** (ii) **the obligation to preserve Open Space as described above.** If Seller fails to obtain and record the amendments described in this Section 6.8.2 by December 31, 2013, Buyer shall have the right, but not the obligation, to develop on the Norman Ranch/Western Highlands Property up to forty-three (43) lots containing, in the aggregate, up to the number of acres approved for such lots by Teton County, Idaho, pursuant to the Development Agreement and/or the Master Plan associated therewith.



Again the buyer is obligated to comply with the provisions of the development agreement as shown in the highlighted language. This paragraph also requires the buyer to preserve as open space all but 171.30 acres out of the total 768.71 associated with Norman Ranch. However, the buyer has the right to the entire 43 lots that were a part of the original approval if the amended plat is not completed by the end of this year.

Attorneys for River Rim have commented several times that it is their position that this language included in the purchase agreements was planned in advance of this proposed amendment and is adequate to bind the new owners to the main requirements of the proposed amendment and that there is no need for these owners to sign the revised development agreement.

9. Only the lodge, existing structures and uses directly related to the River Rim development shall be allowed in the commercial area without a golf course. The applicant has requested a short list of uses in the commercial area which are believed to be reasonable for a PUD involving more than 300 units, even without the golf course. These are low intensity uses and most have been planned as part of the PUD since the inception of the project. Similarly the infrastructure is already in place to accommodate these uses which are located in accordance with the original master plan for this site.

- Equestrian Area with outdoor and indoor riding arena facilities;
- Self-Storage Units/Office Storage Units;
- Multi-Purpose Meeting Conference Space;
- Real Estate Office;
- Property Management Office;
- Existing Agricultural Buildings;
- Existing Storage;
- Existing Brent Hoopes Residence;
- Retail/Boutique and Antique Shops;
- Café/Logo Shop;
- Fire Sub-station
- Lodge Facility, maximum of 16 units

In addition, all of these uses would be subject to County building permit and siting requirements.

10. Additional units for the proposed lodge shall not be in more than two buildings. River Rim agrees to a limit of 16 total lodge units on lots 6 and 8 of Block 1. The existing headquarters building would be converted to a maximum of 10 units as previously discussed. Although it is likely that the additional units will be located in a separate single building, the applicant does not see the need to make this a condition and requests that flexibility be allowed for the design of any additional units not made a part of the existing headquarters building. We believe that that consideration should be given to the fact that several smaller buildings may be more appropriate and have less impact for this site than one larger building.
11. All engineer comments shall be addressed. The primary outstanding engineering issue relates to the separation of driveway accesses onto West Rim loop, should this road be



used as County Road 9400 West. The applicant wishes to discuss possible options with the County Engineer including one or more of the following:

- 1) the use of shared driveways as specified locations;
- 2) the possible use of a separate frontage road for the lots within Tract C;
- 3) the use of West Rim loop on an interim basis until there is a justification for a separate county road, including a letter of credit for this future construction;
- 4) the construction of the south portion of County Road 9400 West as a separate gravel road; and
- 5) the preparation of a traffic analysis where actual traffic counts will be performed for 9400 West to better determine the current volume and type of traffic using the road for making projections about future use.

We hope to have the opportunity to discuss our ideas with Jay Mazalewski and will bring any updated information to the planning and zoning meeting, which we understand Jay is expected to attend.

12. All fish and game comments shall be addressed. A copy of the letter prepared by Biota in response to the Idaho Fish and Game comments is attached. We understand that the recent IF&G comments identify the agency goals for the siting of development units. However, we have been asked to assess the wildlife impacts of the proposed plan for Phase VI involving 9 additional units as compared to the current plan set forth in the 2006 PUD. Based upon the April 2013 wildlife assessment performed by an independent, reputable and knowledgeable wild life consultant, we stand by the findings of the Biota study which indicates that impacts of the revised plan are less than those of the original 2006 plan for Phase VI. Plus we believe that the overall net reduction of 150 units and increase of 588 acres of open space associated with this overall amendment provide additional wildlife benefits not credited in the Biota report.
13. [other conditions such as: Division I homeowners' approval, mitigations for visual impact in Phase VI] Attached is a draft copy of the "Long Term Organizational Plan" prepared by River Rim to respond to the primary concern expressed by the Division I homeowners about future liabilities associated with this overall project. In this plan, there is a provision for the creation of separate "sub-associations" which would separate responsibilities and limit the areas or components of the project for which current owners would be responsible. The plan also provides the opportunity for representatives from the various sub-associations to take part on an overall decision making master association. The intent is to divide responsibilities to the specific areas of interest to a given group of property owners and eliminate the concern that current owners will be responsible for infrastructure and improvements for which they do not benefit while giving the owners the opportunity to express their wishes as members of the master associations. Specifically, this plan includes the following statement that addresses one of the main issues voiced by the Division I owners:

"The Division I property owners will not be subjected to any capital costs or amenities operation costs or amenities dues within Division II for future amenities unless they may want access to and are willing to pay prevailing dues amounts for these amenities at that time."



Copies of this draft plan have been submitted to interested owners of Division I. In addition, Big Sky Western Bank has had a number of one-on-one conversations with the owners and remains open to other ideas or suggestions that may be presented to resolve owner concerns.

Also attached is an overlay plan which identifies the various constraints that affect the siting of units in Phase VI. The current plan maintains the river set back established in the 2006 plan, reduces the number of river front units, increases the wildlife corridor and clusters all new units adjacent to existing road ways in areas previously disturbed by intensive agricultural activities. In addition, the plan maintains a minimum building envelope separation of 800 feet from Highway 33. When all these factors are considered, along with the overall increase in open space and net reduction of units, this plan appears reasonable and appropriate for a project of this size and scope.

Under the current ownership of Big Sky Western Bank, River Rim has over the past four years worked diligently and in good faith with the County, recent land purchasers and existing property owners to make significant changes to the master plan that will ultimately benefit all parties in difficult economic times. Although this development has experienced significant economic loss for all owners, the Bank's main objective is to keep this project viable so that it is attractive to a future owner who can move forward with the final infrastructure and amenities – a key benefit for all owners and the County. A default of the River Rim Master plan will only result in greater losses for all parties and additional costs to the County from the chaos that will result when the leadership provided by Big Sky Western Bank is withdrawn. As was shown in 2011 when Big Sky Western Bank solely funded a two party mediation with the County, there is no desire on the part of the applicant to get involved in long and expensive litigation. However, as a public company that is responsible to shareholders, the Bank will be forced to make rational and economic decisions that may not always coincide precisely with the wishes of all owners, county staff or planners or new regulations that have been adopted since the project was originally planned. However, we feel that this amendment, with the changes that are proposed by the applicant, is a fair and reasonable compromise that is worthy of your consideration and approval to allow this significant project to move forward in a positive manner.

Respectfully,



Robert Ablondi, Project Engineer
On Behalf of River Rim / Big Sky Western Bank

Cc: Angie Rutherford
Kathy Spitzer
Don Chery
Mike Potter
Dan Green



LAW OFFICES OF

**RACINE OLSON NYE BUDGE & BAILEY
CHARTERED**

W. MARCUS W. NYE
RANDALL C. BUDGE
JOHN A. BAILEY, JR.
JOHN R. GOODELL
JOHN B. INGELSTROM
DANIEL C. GREEN
BRENT O. ROCHE
KIRK B. HADLEY
FRED J. LEWIS
ERIC L. OLSEN
CONRAD J. AIKEN
RICHARD A. HEARN, M.D.
LANE V. ERICKSON
FREDERICK J. HAHN, III
PATRICK N. GEORGE
SCOTT J. SMITH
JOSHUA D. JOHNSON
STEPHEN J. MUHONEN
DAVID E. ALEXANDER
CAROL TIPPY VOLYN
JONATHAN M. VOLYN
THOMAS J. BUDGE
BRENT L. WHITING
DAVE BAGLEY
JASON E. FLAIG
AARON A. CRARY
JOHN J. BULGER
BRETT R. CAHOON
NOLAN E. WITTRICK
RACHEL A. MILLER

201 EAST CENTER STREET
POST OFFICE BOX 1391
POCATELLO, IDAHO 83204-1391

TELEPHONE (208) 232-6101
FACSIMILE (208) 232-6109

www.racinelaw.net

SENDER'S E-MAIL ADDRESS: dan@racinelaw.net

BOISE OFFICE
101 SOUTH CAPITOL
BOULEVARD, SUITE 300
BOISE, IDAHO 83702
TELEPHONE: (208) 398-0011
FACSIMILE: (208) 433-0167

IDAHO FALLS OFFICE
477 SHOUP AVENUE
SUITE 107
POST OFFICE BOX 50698
IDAHO FALLS, ID 83408
TELEPHONE: (208) 528-6101
FACSIMILE: (208) 528-6109

ALL OFFICES TOLL FREE
(877) 232-6101

LOUIS F. RACINE (1917-2005)
WILLIAM D. OLSON, OF COUNSEL
JONATHAN S. BYINGTON, OF COUNSEL

July 3, 2013

Teton Planning and Zoning Commission
c/o Angie Rutherford, Planner Teton County, Idaho
150 Courthouse Drive
Driggs, ID 83422

Sent via email to arutherford@co.teton.id.us

Re: *River Rim Ranch, Response to John M. Fedders' letter dated July 1, 2013*

Commission Members:

This letter responds to the points raised by John M. Fedders ("Fedders") in his letter to the Commission dated July 1, 2013.

In the letter, Fedders raises three reasons for his objection to the Application and Amended and Restated Development Agreement (the "Application"), each of which will be discussed in turn below.

Fedders argues that the approval of the Application by the County would be illegal because it constitutes an interference with private contracts between Big Sky Western Bank (the "Bank") and the RRR owners (the "Owners"). Fedders asserts that approval of the Application would relieve the Bank from fulfilling what Fedders claims is an obligation of the Bank to complete amenities. Fedders' argument is flawed for several reasons. First, the property Fedders owns is located in Division I and his only rights are those of a Division I property owner. The rights of Division I owners are governed by the River Rim Ranch Planned Unit Development, Declarations of Covenants, Conditions and Restrictions as Amended (the "CC&R's") and must be interpreted in light of the rights of the Bank to deal with the project without interference. Article VI of the Fourth

Amended CC&R's defines the Bank's reserved rights (the "Reserved Rights"). Under this Section, the Bank is authorized to amend the plans to or for anticipated improvements required by the Development Agreement. Additionally, under Section 6.8, the Bank also reserves the right to transfer undeveloped, isolated or independent portions or phases of the common interest community to third parties and/or release such areas from all or a portion of the authority of the CC&R's. The Reserved Rights continue until the first to occur of (i) thirty years after the recording of the CC&R's or (ii) the Bank's relinquishment and surrender of such rights by recorded instrument, neither of which has occurred. In addition to the Reserved Rights, the Division I property owners executed a "General Information Disclosure" at the time they purchased property in which they acknowledged that there could be future phases which may or may not connect with the initial Phase I and agreed not to contest or oppose future phase expansion plans or subdivision platting procedures. There is nothing in either the CC&R's or the General Information Disclosure that establishes a contractual obligation or duty to the Division I owners for the construction of amenities. Based on the above, it is not illegal for the county to approve the Amendment which affects only Phase II and does not impair any legal rights of Division I owners.

It is, however, illegal for the County to require consent of the Division I owners as a condition of approval of the Amendment. The Division I owner's rights are governed by private contracts with the Bank in which the County has no contractual privity. The contract rights of the parties are property rights and to the extent the County conditions its approval of the Amendment by parties who are not parties to it, the County is interfering with the Bank's property rights. In addition, conditioning approval of the Amendment on the Division I owners' consent, may also constitute an illegal taking of property in violation of the Fifth Amendment. (*Coontz v. St. John's River Water Mgmt. District* 2013 U.S. Lexis 4918 (June 25, 2013)).

Even though as a Division I owner, Fedders lacks standing to complain about the Amendments to Division II, he nevertheless argues that the Application is deficient because it fails to inform the Commission of the consequences if the Application is approved. Contrary to Fedders' claims, however, the County has been provided with a detailed analysis of the Amendments and their impact not only from the Bank, but also from the County staff. The County's and the Bank's engineers have been in close contact concerning the roads. The Bank has retained a private and independent expert to analyze the impact the South Canyon Amendments will have on wildlife and the surrounding habitat. The Amendment is specific on how the proposed sewage system will work and be paid for. Fedders' queries what the effect of converting the golf course area into a park will have on property values. However, Fedders does not consider the impact a failed project would have on property values because the current terms of the development agreement are not feasible in this market or the foreseeable future.

Finally, Fedders misrepresents to the Commission that the Bank has not negotiated with the Division I owners in good faith or attempted to resolve their concerns. Fedders indicates that the Bank has failed to provide sufficient information to the owners and has refused to negotiate. The Bank voluntarily notified all owners and adjacent owners by letter dated March 26, 2013 of the

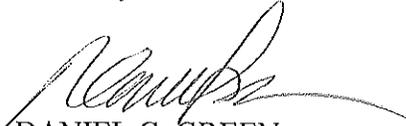
proposed amendment and a meeting to discuss the issue held on April 5, 2013. Knowing that this was short notice and the majority of owners lived out of the area, the Bank anticipated limited attendance, so two email addresses and cell phone numbers were in the letter encouraging all to contact the on-site manager or the Bank. The Bank also mailed out a follow up letter to all owners and adjacent owners dated April 10, 2013, restating the contact information and letting everyone know they could also make comments directly to the county. Because of the comments during the in person meeting, the Bank and on-site manager had at least two phone conferences and one in person meeting with these parties prior to the May 14th P&Z meeting trying to resolve their concerns. The Bank had maps, CC&R documents, proposed amendment documents and other information sent to these parties for their review and agreed to continue to work with them to try to resolve the differences. After the P&Z meeting, the Bank has had at least two additional phone conferences and other correspondence with the parties who want to limit their potential liability and remove the declarant's rights, things the bank cannot completely do. So, if the owners are "uninformed" as some of the public comments state, it is not because the Bank hasn't attempted to communicate with them or get input from them. The Bank has also recently given them a written proposal (the County has a copy of this in the packet) trying to address their concerns while also retaining enough declarant rights to enable the project to have a chance to move forward. There has been no counter proposal made. If anyone is acting in bad faith, it is the small minority group of vocal Division I owners who have offered no reasonable solutions. The Bank's last email dated June 26, 2013 to the owners encouraged dialogue and requested a response about what they didn't like about the proposal. But, instead of responding to the Bank, Mr. Fedders sent you his letter.

In any event, as stated above, the negotiations between the property owners and the Bank is not the County's business and to the extent that the County attempts to make it its business, it is interfering with the private rights of the parties. If the Owners believe that their rights are being overlooked they should file their own law suit against the Bank rather than expect the County to assert their rights.

Fedders questions the quality of the Bank's citizenship. The Bank could have easily placed the RRR project into foreclosure and simply abandoned the project until it could be sold. As the Commission is aware, Teton County has no shortage of abandoned development projects. Instead, the Bank has invested millions of dollars into the project to complete infrastructure and make other improvements. The Bank is not in the business of developing property and there becomes a point in which investing in a project no longer makes economic sense. Without approval of the Amendments, it is very unlikely anyone will purchase this project and spend \$2+ million paving roads to no homes and building another golf course in Teton Valley that will have minimal play and a seriously negative annual cash flow. The project will likely go into default and be at the mercy of the County. The Bank has offered common sense solutions that need reasonable compromise. If a compromise cannot be reached and the Bank is forced to abandon its planned development of the Property the Bank may seek redress from the County for its losses.

Teton County Planning and Zoning Commission
July 3, 2013
Page 4

Sincerely,



DANIEL C. GREEN

DCG: dcd

RECEIVED

JUL 20 2013

TETON COUNTY
PLANNING & ZONING

June 27, 2013

Angie Rutherford

150 Courthouse Drive, room 107

Driggs, Idaho 83422

Why it serves no meaningful purpose for Teton County to approve the Glacier Bank resolution regarding River Rim:

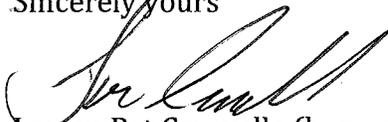
1. To begin the bank has made it crystal clear that they have no intent of developing any aspect of the River Rim Project. Their only desire is to sell it to a developer.
 - a. They have no sales office for River Rim
 - b. They have no sales staff
 - c. They have made no attempt to advertise the availability of home sites in River Rim
 - d. Several people have made offers to purchase lots from the bank about 18 months ago (one a personal friend of mine). The bank made no attempt to negotiate a sale with any of these folks, preferring to defer to the next developer.
 - e. Since Glacier Bank has owned the property they have made no improvements in any phase. In spite of the fact that Division One is entirely sold out and several amenities have not yet been completed in Division I, Glacier has made no attempt to complete any of these. Furthermore there are several improvements that the bank should be making in other phases and they have made no attempt to initiate any of these either. Instead they propose an amendment to delay or eliminate improvements after having previously been given a similar dispensation from the county in the past.
2. Secondly, it is needless to say that should a developer purchase River Rim with the actual intent of completing the development, they will likely have numerous changes that they will want to incorporate. Why would the county want to grant a host of amendments now and as such lose any leverage that they may have in negotiating with a future developer which is inevitable?
3. Third, one of the banks requests makes no sense at all. This is in regards to their request to be granted relief from installing a sewage system for the next phase. Their solution is to charge the home owners \$7000+ each to create this sewage system when they begin to build their homes. THIS IS ENTIRELY NON-SENSICAL. Even if a homeowner was to pay his or her \$7000 fee at such time as they began construction, in to what would they tap for their sewage? The infrastructure must be built before home construction can commence and in fact that is standard building practices in new

developments. No home owner will agree to pay an additional \$7000 without an infrastructure in place.

Furthermore, if you enter River Rim on the west side of highway, you will notice that all of the lots on the left all the way to the farther extent of the development have been sold. However without the infrastructure NO ONE CAN BUILD. Hence it is the banks failure to build the sewage infrastructure and move the dirt road along with the uncertainty of the golf course that is PREVENTING MANY HOME OWNERS FROM BUILDING AND MOVING THE PROJECT ALONG.

4. Next, the bank does not wish to move the road and pave the existing one that goes through the future developments. This is of itself DANGEROUS! How could you let farm equipment and trucks travel at high speed in the midst of a residential area? Furthermore, such an idea is guaranteed to stall future development. The many lot owners that may wish to build will certainly not do so without such a road.
5. Finally, Glacier Bank has not fulfilled their obligations to Division I land owners; is intent upon getting out of their obligations to division two land owners, and one can be certain that Glacier Bank will be back again in the future for a third amendment to once again delay their obligations and hood wink the County once again
6. The county has recourse in such instance that Glacier Bank does not fulfill its obligations and they should resort to those after the bank has made earlier investors in all divisions whole.
7. And finally the county should insist that Division One be severed from the rest of the development and allowed self-governance as was the initial promise.

Sincerely yours



Lou an Pat Caravella (homeowners)