



**AGENDA  
PLANNING AND ZONING COMMISSION  
PUBLIC HEARING  
November 8, 2016  
STARTING AT 5:00 PM**

Amended  
11-4-2016

**LOCATION: 150 Courthouse Dr., Driggs, ID  
Main Courtroom located on the Third Floor**

1. Approval of Available Minutes
2. Chairman Business
3. Administrator Business

**5:00 PM - Item #1 – PUBLIC HEARING: Preliminary Approval for Nelson Subdivision.** Valoie Nelson is proposing a 2-lot subdivision on her property (8.49 acres) located north of Victor at 680 E 5500 S. This property is not located in any overlay areas.

**Legal Description:** RP04N45E251500, E2SW4NE4 LESS #3584, #3614 SEC 25 T4N R45E

**5:15PM – Nutrient Pathogen Waiver Request: Nelson Subdivision.** Valoie Nelson is requesting a waiver from the Nutrient Pathogen Evaluation. This Evaluation will be required for the Nelson Subdivision Preliminary Approval.

**5:30 PM - Item #2 – PUBLIC HEARING: Amendment to Teton Reserve Planned Unit Development’s Master Plan and Development Agreement.** TR Golf, LLC is proposing an AMENDMENT to the Teton Reserve PUD Master Plan and Development Agreement to reflect the existing location of the golf clubhouse and parking area, as well as to identify specific uses allowed on those lots. This amendment also identifies an event lawn and retains the original clubhouse/parking lots for future growth of those uses. This amendment is defined as a Substantial Changes – Decrease Scale, Impact request pursuant to the Teton County Code, Section 9-7-1-B-2.

**Legal Description:** RP003100010010, LOT 1 BLK 1 TETON RESERVE PUD RED FOX PHASE I SEC 35 T4N R45E; RP003100010020, LOT 2 BLK 1 TETON RESERVE PUD RED FOX PHASE I SEC 35 T4N R45E; RP003100010050, LOT 5 BLK 2 TETON RESERVE PUD RED FOX PHASE I SEC 36 T4N R45E; RP003100TRAC50, TRACT 5 PARKING TETON RESERVE SUB SEC 36 T4N R45E; RP003100TRAC60, TRACT 6 GOLF CLUB HOUSE & EVENT LAWN TETON RESERVE SUB SEC 36 T4N R45E

**ADJOURN**

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- **Written comments received by 5:00 pm, November 1, 2016 will be incorporated into the packet of materials provided to the Planning & Zoning Commission prior to the hearing. Comments received after this date will not be included at the public hearing.**
  - Information on the above application(s) is available for public viewing in the Teton County Planning and Zoning Office at the Courthouse between the hours of 9am and 5pm Monday through Friday.
  - The application(s) and related documents are posted, at [www.tetoncountyidaho.gov](http://www.tetoncountyidaho.gov). To view these items, select the Planning & Zoning Commission department page, then select the 11-8-16 Meeting Docs item in the Additional Information Side Bar.
  - Comments may be emailed to [pz@co.teton.id.us](mailto:pz@co.teton.id.us). Written comments may be mailed or dropped off at: Teton County Planning & Building Department, 150 Courthouse Drive, Room 107, Driggs, Idaho 83422. Faxed comments may be sent to (208) 354-8410.
  - Public comments at this hearing are welcome.

Any person needing special accommodations to participate in the above noticed meeting should contact the Board of County Commissioners’ office 2 business days prior to the meeting at 208-354-8775.



## A REQUEST FOR PRELIMINARY PLAT APPROVAL

**By:** Valoie Nelson

**FOR:** Nelson Subdivision

**WHERE:** 680 E 5500 S and 5482 S 750 E (Victor)

Planning & Zoning Commission

**PREPARED FOR:** Public Hearing of November 8, 2016

**APPLICANT/LANDOWNER:** Valoie Nelson

**REQUEST:** Valoie Nelson is proposing a 2-lot subdivision on her property (8.49 acres) located north of Victor at 680 E 5500 S.

**APPLICABLE COUNTY CODE:** Teton County Zoning Regulations (Title 8); Teton County Subdivision Regulations (Title 9); Teton County Comprehensive Plan (A Vision & Framework 2012-2030); Idaho Statutes Title 67-65, Title 50

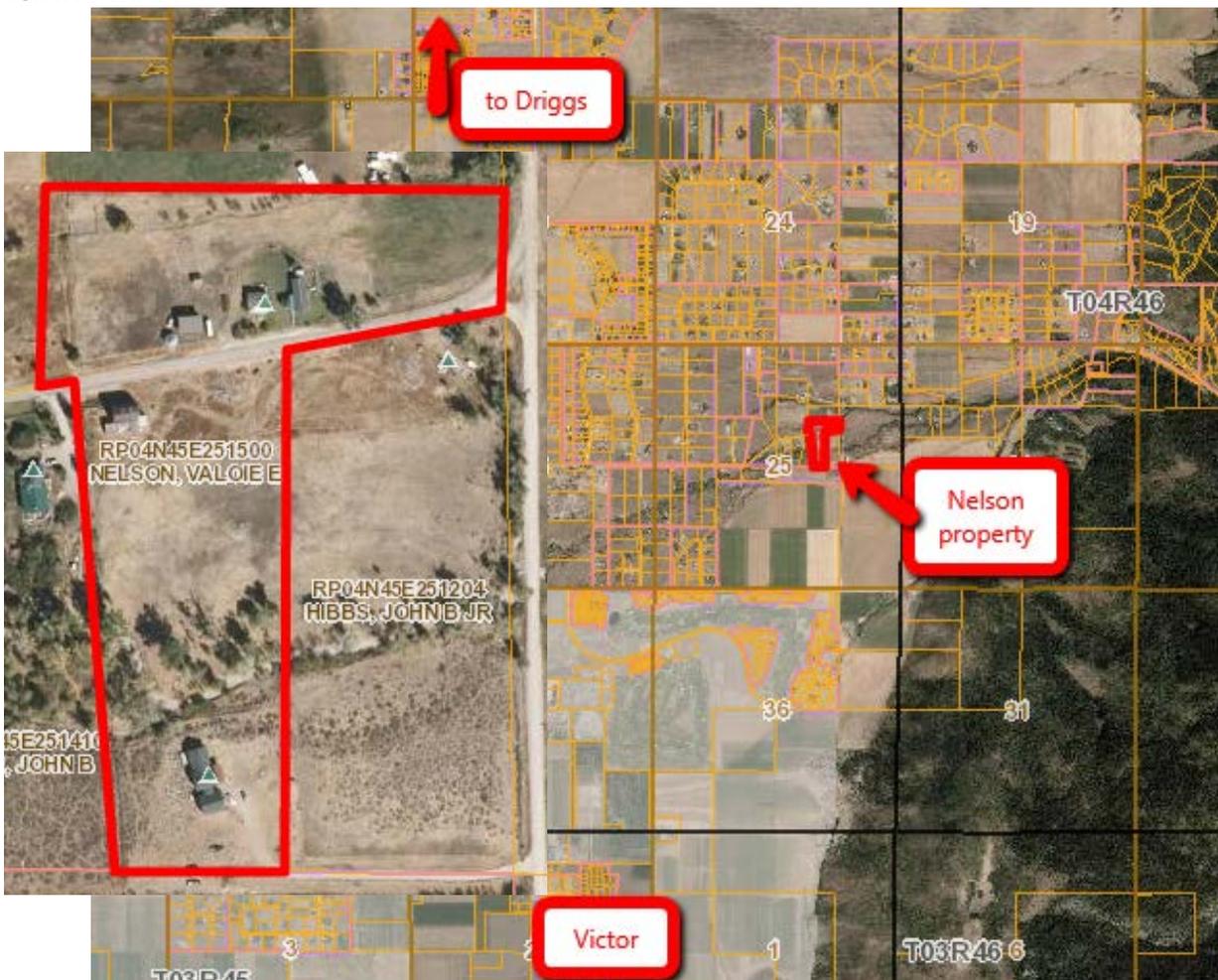
**LEGAL DESCRIPTION:** RP04N45E251500, E2SW4NE4 LESS #3584, #3614 SEC 25 T4N R45E

**LOCATION:** 680 E 5500 S and 5482 S 750 E (Victor)

**ZONING DISTRICT:** A-2.5

**PROPERTY SIZE:** 8.49 acres

**VICINITY MAP:**



## **PROJECT DESCRIPTION**

Valoie Nelson is proposing a 2-lot subdivision on her property (8.49 acres) located north of Victor at 680 E 5500 S. There are two existing homes on the property, each accessing off a County road. Ms. Nelson is proposing to split her parcel into 2 lots, so her son can own the parcel his home is located on, and she can own the parcel that her home is on. This property is not eligible for the One Time Only Land Split because it does not have at least 20 acres.

A Preliminary Plat application was submitted on October 4, 2016. The Concept Review was approved on August 31, 2008 by the Planning Administrator. County Road 5500 crosses through the middle of the parcel. No new infrastructure is being proposed. No new structures are being proposed.

## **INTER-AGENCY AND DEVELOPMENT REVIEW COMMITTEE COMMENTS**

On October 11, 2016, we had a DRC meeting with Pierson Land Works (Patrick Gilroy), Teton County Public Works Director (Darryl Johnson), Eastern Idaho Public Health (Mike Dronen), and Teton County Planning Administrator (Kristin Owen). From this meeting, the following items were identified.

- Access: Lot 2 will continue to use the existing access easement along the southern property line.
- Floodplain: Fox Creek is not currently mapped as floodplain.
- Build-out/Septic: Both lots would be allowed an accessory dwelling based on the current zoning, with a size restriction. However, Mike Dronen commented that Lot 2 is already built out in terms of the septic. Lot 1 could potentially add a second dwelling and septic if they were spaced appropriately.

## **SPECIFIC REQUIREMENTS FOR PUBLIC HEARING NOTICE**

Idaho Code, Title 67; Section 67-6509, 67-6511, 67-6512, and Title 9, Section 3-2-C 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, as well as all property owners in subdivisions that intersect with the 300-foot buffer. A notice was also posted on the property providing information about the public hearing.

## **COMMENTS FROM PUBLIC AT LARGE**

One comment letter was received (see Attachment #11).

## **OVERVIEW OF PRELIMINARY PLAT APPROVAL**

9-3-2-C-1: This two-step Preliminary Plat review process is the phase of the process where the fact-finding details and specifics required by ordinance, and law, are determined. All of the issues surrounding necessary infrastructure will be resolved or have a clearly identified solution to the satisfaction of the County prior to scheduling of the third and final phase of the process. When this phase is finished the necessary information, studies, plats etc. shall be completed to meet the requirements of this phase of development and the requirements of the Final Plat phase. The public hearing for the Final Plat phase of development shall not be scheduled until all documentation is deemed complete by the Planning Administrator.

9-3-2-C-7. Preliminary Plat Hearing(s): The purpose of the hearing, or series of hearings, is to continue discussing the proposed subdivision plan, the development agreement, and the Preliminary Plat for conformity with the Comprehensive Plan, the development's relationship to surrounding development, any site conditions that may require special consideration or treatment, and to discuss and review the requirements of Title 9, Title 8, and Title 6, Chapter 6 of the Teton County, Idaho Development Code. The first hearing of the Preliminary Plat application is also to hear specific comments that may have been

submitted by review agencies, which may include local, state, and federal organizations. The Commission or Board may require specific action from the applicant pertaining to the comments received. At the Preliminary Plat hearings, the Commission or the Board may request review by any qualified professional person, and may conduct, or cause to be conducted, investigations, examinations, tests, and site evaluations as it deems necessary to verify the information contained in the application or shown on the plat. The developer grants the Commission or its agent permission to enter upon the land in question for these purposes by virtue of the subdivision/PUD application

### **CONSIDERATION OF APPROVAL**

The Commission shall only recommend approval 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):

**a. The application is consistent with the Comprehensive Plan.**

This application is generally consistent with the Teton County Comprehensive Plan. The goals and policies that are applicable to this application include:

Goal ED 2, Policy 2.5

Goal NROR 1, Policy 1.5

Goal CEF 4 Policy 4.5

Goal ED 3, Policy 3.2

Goal NROR 1, Policy 1.6

Goal ARH 2

Goal ED 4

Goal NROR 4

**b. The application complies with all applicable County regulations.**

This application complies with applicable County regulations, with the exception of completing the required studies, further explained below.

**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).**

This application is not for a PUD.

**d. The application includes trails and pathways as required by Section 9-4-2(B-4) to the maximum extent feasible.**

Teton County has yet to adopt a trail/pathway plan. This property is not near existing trails, and the application is not proposing any.

**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.**

A Nutrient Pathogen Evaluation has not been conducted at this time. It was originally thought that the property was not located in any overlay areas. However, the property would be considered to be in the Wetlands and Waterways Overlay due to its definition, which includes Fox Creek. Because of this, a Nutrient Pathogen Evaluation will be required before Preliminary

Plat may be approved by the Board of County Commissioners. A Nutrient Pathogen Waiver could be requested, and if approved, the Evaluation would not be 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.**

This application is on a property with two, existing homes, each with an existing septic system. No new systems are being proposed.

- 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.**

A Traffic Impact Study is not required for this application.

- 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.**

This proposal is adjacent to a county road. No new infrastructure is being proposed.

- 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.**

A Natural Resource Analysis will be required because this property is located in the Wetlands and Waterways Overlay (Fox Creek). This does not include the wildlife habitat study because the property is not in any wildlife habitat overlays. No new infrastructure is being proposed with this development.

- 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.**

A Public Service/Fiscal Analysis is not required for this application.

- k. **The application is consistent with any capital improvements plan adopted by the County.**

This proposal includes two, existing homes, each with existing accesses from county roads. No new structures or infrastructure is being proposed. If any new residences are built, any adopted impact fees would be required at that time.

- 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.**

There are no institutional structures (water, sewer, stormwater, etc.) being proposed within the development. The existing homes use existing septic systems and wells. Each would be the property owner's responsibility. Both lots access from County Roads. No new infrastructure is being proposed that would require being maintained. Each property would pay property taxes, which would contribute to the maintenance of the County Roads.

- 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.**

This is not applicable.

- 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.**

This application is not for a PUD.

#### **POSSIBLE CONDITIONS OF APPROVAL**

1. Conduct a Nutrient Pathogen Evaluation, or get a waiver approved by the Board of County Commissioners.
2. Conduct a Natural Resources Analysis.
3. Begin working with Eastern Idaho Public Health for approval.

#### **PLANNING & ZONING COMMISSION ACTION**

- A. Recommend approval of the preliminary plat application, with the possible conditions of approval listed in this staff report, having provided the reasons and justifications for the approval.
- B. Recommend approval of the preliminary plat application, 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. Recommend denial of the preliminary plat application and provide the reasons and justifications for the denial.
- D. Continue to a future PZC Public Hearing with reasons given as to the continuation or need for additional information.

## **POSSIBLE MOTIONS**

The following motions could provide a reasoned statement if a Commissioner wanted to approve or deny the application:

### **APPROVAL**

*Having concluded that the Criteria for Approval of a Preliminary Plat found in Title 9-3-2(C) can be satisfied with the inclusion of the following conditions of approval:*

1. Conduct a Nutrient Pathogen Evaluation, or get a waiver approved by the Board of County Commissioners.
  2. Conduct a Natural Resources Analysis.
  3. Begin working with Eastern Idaho Public Health for approval.
- *and having found that the considerations for recommending Preliminary Plat approval to Valoie Nelson can be justified and have been presented in the application materials, staff report, and presentations to the Teton County 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 move to RECOMMEND APPROVAL of the Preliminary Plat for Nelson Subdivision as described in the application materials submitted October 4, 2016 and as supplemented with additional applicant information attached to this staff report.*

### **DENIAL**

*Having concluded that the Criteria for Approval of a Preliminary Plat found in Title 9-3-2(C) have not been satisfied, I move to RECOMMEND DENIAL of the Preliminary Plat for Nelson Subdivision as described in the application materials submitted October 4, 2016 and as supplemented with additional applicant information attached to this staff report. The following could be done to obtain approval:*

1. ...

Prepared by Kristin Owen

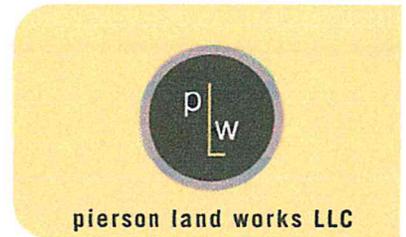
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#### **Attachments:**

- |  |   |
|--|---|
| 1. Narrative (3 pages)                         | 6. Billing Statement (1 page)                 |
| 2. Application (2 pages)                       | 7. Preliminary Plat (2 pages)                 |
| 3. Preliminary Development Agreement (7 pages) | 8. Deed (2 pages)                             |
| 4. Preliminary CC&Rs (11 pages)                | 9. Letter of Authorization (1 pages)          |
| 5. Overlay Maps (2 pages)                      | 10. Adjacent Landowner Notification (2 pages) |
|  | 11. Public Comment (2 pages)                  |

**End of Staff Report**

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October 4, 2016

Teton County Planning & Zoning Department  
Attn: Kristin Rader  
Teton County Courthouse  
150 Courthouse Drive  
Driggs, ID 83422

RE: Preliminary/Master Plat Narrative for proposed 2 Lot Subdivision 680 East 5500 South Victor ID

Dear Staff:

Please consider this Preliminary/Master Plat Narrative we are submitting on behalf of Valoie Nelson owner and applicant for a Two Lot subdivision of 8.11 acres within the SW1/4 NE1/4 of Section 25 T. 4 N., R. 45 E., B.M., TETON COUNTY, IDAHO.

Attached are the following items for your review:

- 1) Application for Preliminary/Master Plat
- 2) Draft of Preliminary/Master Plat 2 - 11" x17" Color
- 3) Development Agreement
- 4) Narrative referencing the Preliminary Plat Subdivision Application
- 5) Draft of Final Protective Covenants

Please let me know if you need additional information or have any questions.

Sincerely,

Patrick Gilroy

Enclosure

**RECEIVED**  
BY: K. Owen  
DATE: 10-4-2016

## **Preliminary/Master Plat Narrative for the Nelson Subdivision**

The proposed Nelson Subdivision is dividing one parcel of land containing 8.11 acres into a 2-Lot Subdivision containing Lot 1 of 5.6 acres and Lot 2 of 2.5 acres. This Preliminary/Masterplan conforms to all Title 6, 8 and 9 of the Teton County Code as amended. The 2-Lot Subdivision, Zoned A-2.5 has set in place infrastructure to supply access and utilities to the proposed subdivision.

### **Section II.**

See attached Preliminary/Master Plat for the "Nelson Subdivision".

1. Attached 11 Sheets of the Preliminary/Master Plat
2. All Items referenced on Plat
3. Utility statement referenced on Plat. Well and Septic permit numbers noted
4. Improvement Standards, Not Applicable infrastructure in place.

### **Section III.**

1. Development Agreement attached.
2. Draft of Final Protective Covenants attached.
3. PUD, N/A

### **Section IV.**

1. Design Standards
  - a. The property remains within Fox Creek Canal Company Irrigation District.
  - b. Wells are establish and permitted on both proposed lots
  - c. Water Rights dedicated per share/acreage.
  - d. Septic systems established and permitted on both proposed lots
  - e. Fox Creek runs seasonally through the Lot 2
  - f. Access via County Road 5500 South and 750 Ease; Right of Way noted on Plat. No new roads proposed
2. Maps Required
  - a. Property does not contain any lands included in any of the Overlay Areas defined in Title 9 or in any of the overlay areas defined in Title 8.
  - b. Geographical Hazards are a non-issue
  - c. Nutrient-Pathogen (NP) Evaluation is not required, infrastructure is in place and permits on record with Teton County Health Department.
  - d. Overlay exhibits attached as determined by Teton County Planning & Zoning Department mapping as depicted in Subdivision Title 9 Maps.
3. Land Use Applications
  - a. Does not apply.

Section V.

1. Correspondence Required
  - a. Items addressed on Plat and letters of intent sent to appropriate parties.
2. Infrastructure Improvement Plans
  - a. Infrastructure set in place to supply access and utilities to the proposed subdivision.
3. Roads
  - a. Access addressed on Plat, County Road 5500 South and 750 Ease; Right of Way noted on Plat. No new roads proposed.
4. Water Rights
  - a. The property remains within Fox Creek Canal Company Irrigation District.
  - b. Wells are establish and permitted on both proposed lots
  - c. Water Rights dedicated per share/acreage.
  - d. Irrigation lines lie within dedicated County Road R.O.W
  - e. Fox Creek runs seasonally through the Lot 2
  - f. Water drainage is a non-issue as all infrastructure and Teton County Public Roads are established.



**RECEIVED**  
BY: K. Owen  
DATE: 10-4-2016

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 6, 8 and 9 of the Teton County Code prior to submittal. These Titles along with application materials are located on the County website at [www.tetoncountyidaho.gov](http://www.tetoncountyidaho.gov). The planning staff is also available to discuss applications and answer questions prior to receiving an application.

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

**SECTION I: PERSONAL AND PROPERTY RELATED DATA**

Owner: Valoie Nelson

Applicant: Valoie Nelson E-mail: \_\_\_\_\_

Phone: (208) 787-2729 Mailing Address: \_\_\_\_\_

City: Victor State: ID Zip Code: 83455

Engineering Firm: Pierson Land Works Contact Person: Patrick Gilroy Phone: (307) 733-5429

Address: 18n. main st Suite 305 Driggs ID E-mail: patrick@plwllc.com

**Location and Zoning District:**

Address: 680 E 5500 S Parcel Number: RP04N45E251500

Section: 25 Township: 4N Range: 45E Total Acreage: 8.11

Proposed Units/ Lots: 2 Proposed Open Space Acres: \_\_\_\_\_

Proposing a Subdivision  Proposing a Planned Unit Development

Zoning: A 2.5  A 20  Planned Community  Rural Reserve

- Latest recorded deed to the property
- 60% of total base fee (see current fee schedule)
- \$1500.00 minimum retainer for Nutrient Pathogen Evaluation Review, as applicable
- Affidavit of Legal Interest
- Concept Plan approved on August 31, 2016

*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: Owner Date: \_\_\_\_\_

I, the undersigned, am the owner of the referenced property and do hereby give my permission to Owner 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: *Salvatore Nelson* Date: 9-12-2016

## SECTION II: CHECKLIST OF ITEMS REQUIRED ON THE PLAN/PLAT DOCUMENT

### 1. Number of Plan/Plats:

- Thirty (30) Preliminary Plats (18" X 27" or 11" X 17") Prepared By A Professional Land Surveyor/Engineer
- Ten (10) Master Plans (18" X 27" or 11" X 17") Prepared By A Professional Land Surveyor/Engineer

### 2. Items on Plan/Plat:

- Plans and Plats are labeled in lower right hand corner
- Section(s), Township, Range
- Accurate angular and lineal dimensions for all lines, angles and curves used to describe boundaries, streets, alleys, and easements areas to be dedicated for public use, and other important features are shown.
- Identification for all lots and blocks and road names are clearly shown. Lot lines show dimensions in feet and hundreds.
- Perimeter subdivision lines are accurately related by distance and bearings to established roads or street lines, or 1/16 section corners, and closures are a minimum of one (1) foot in 5000 feet.
- True angles and distances to the nearest established street lines or official monuments are accurately described in the plat and shown by appropriate symbol.
- Radii, internal angles, points and curvatures, tangents, tangent bearings, chord, chord bearings and the lengths of all arcs are shown.
- Accurate location of all monuments and fire protection to be installed, shown by appropriate symbol, and all of the U.S., State, County, or other official bench marks, monuments, or triangulation stations in or adjacent to the property.
- Each lot corner is monumented or witnessed with permanent marker, in accordance with the rules and regulations of the State Board of Registration for professional engineers and land surveyors, and the markers are shown either by legend or separate description on the plat.
- Accurate boundaries and legal descriptions are given of any easement or area to be dedicated for public use, with the purpose indicated thereon, and of any area to be reserved by deed or covenant for the common use of all property owners or the general public.
- Vicinity map with any existing subdivisions within 1 mile and all existing road names
- Names of adjoining developments and ownership of surrounding land
- North arrow
- Contours
- Section and incorporation lines in and within 200 feet
- Boundaries and identification of zoning districts
- Building envelopes
- Setback requirements
- Road names
- Accurate Scale

### 3. Utilities:

- Statement in bold letters of proposed water, wastewater and maintenance services
- Location, width and information of utility right(s)-of-way and easement(s) (telephone, power, water, sewer irrigation)
- Location and approximate depth of active and abandoned wells and all reservoirs in and within 100 feet

Recording Requested By and  
When Recorded Return To:

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

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For Recording Purposes Do  
Not Write Above This Line

## DEVELOPMENT AGREEMENT FOR NELSON SUBDIVISION

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by and between Valoie Neslon 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 NELSON 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 NELSON 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 NELSON 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 Valoie Nelson whose address is 689 East 5500 South Victor, ID, 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.

**Section 2. Building Permits.** No lots or units may be offered for sale or sold (warranty deeds transferred) prior to recordation of the final plat.

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

**Section 5. 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 NELSON SUBDIVISION and after such revocation, if Developer chooses to move forward, Developer will have to reapply for approval under the then current County ordinances.

**Section 6. Voided Agreement.** The County, at its option, may void this Agreement and any vested right should the Developer's failure to perform in compliance with this Agreement results in the County seizing the escrow to complete the Infrastructure or correct the defect or deficiency.

**Section 7. Transfer of Lots or Units.** No lots or units may be offered for sale or sold (warranty deeds transferred) prior to final Improvement completion and a Certificate of Completion being issued by the County.

**Section 8. Time of the Essence.** Time is of the essence in the performance of all terms and provisions of this Agreement.

**Section 9. 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 10. Notices.** All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below or on the third day after being deposited in the United States mail, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, to the address set forth below.

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

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

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

Valoie Nelson  
689 East 5500 South  
Victor Idaho, 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 11. 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 12. 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. The Developer is not an agent or employee of the County.

**Section 13. Amendments or Alterations.** All changes, amendments, omissions, or additions to this Agreement shall be in writing and shall be signed by both parties.

**Section 14. 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 15. Filing.** The Developer shall have this Agreement recorded in the office of the Teton County Clerk and Recorder at the same time as the final plat is recorded. The Developer shall be responsible for all recording fees associated with this Development.

**Section 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 NELSON 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 23. 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.

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

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

Agreed:

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

\_\_\_\_\_  
Chairman, Teton County Board of  
County Commissioners

STATE OF IDAHO            )  
  ) ss:  
COUNTY OF TETON        )

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

(SEAL)

\_\_\_\_\_  
Notary Public  
Residing \_\_\_\_\_  
Commission expires \_\_\_\_\_

\_\_\_\_\_  
(Owner, President or  
Managing Director)

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20   , before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is executed above, and acknowledged that he executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
Residing \_\_\_\_\_  
Commission expires \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

LEGAL DESCRIPTION OF LAND SUBDIVIDED:

A PARCEL OF LAND IN THE SW 1/4 NE 1/4 SECTION 25, TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SW 1/4 NE 1/4 SECTION 25 MARKED BY A 5/8 INCH DIAMETER STEEL REINFORCING BAR WITH AN ALUMINUM CAP INSCRIBED "PLS 14222" AND HAVING A C.P.F.R. FILED IN THE OFFICE OF THE CLERK, TETON COUNTY, IDAHO;

THENCE ALONG LATITUDINAL CENTERLINE OF SAID SECTION 25; N89° 26'26"W, 331.9 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N89°26'26"W, 257.63 FEET TO A POINT;

THENCE N04°12'56"W, 722.35 FEET TO A POINT;

THENCE N04°17'48"W, 286.18 FEET TO A POINT;

THENCE S89°43'52"E, 648.51 FEET TO A POINT ON THE LONGITUDINAL E 1/16 LINE OF SAID SECTION;

THENCE ALONG SAID LONGITUDINAL LINE S00°53'39"E, 121.96 FEET TO A POINT;

THENCE S77°16'14"W, 336.60 FEET TO A POINT;

THENCE S00°43'17"E, 778.55 FEET TO THE POINT OF BEGINNING;

CONTAINING 8.11 ACRES MORE OR LESS.

SUBJECT TO COUNTY ROAD AND UTILITY EASEMENT FOR COUNTY ROAD S5500E BOTH EXISTING AND OF RECORD WHICH MAY NOT BE SHOWN ON THIS SURVEY.

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE  
NELSON SUBDIVISION**

THIS DECLARATION is made effective as of the date of recording, by E. Valoie Nelson (“Declarant”).

**ARTICLE 1 - RECITALS**

The property subject to this Declaration includes the property legally described on Exhibit A attached hereto (the “Property”) and made a part hereof by this reference.

The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively “Restrictions”) that apply to the Property. The Restrictions are designed to preserve the Property’s value, desirability, and attractiveness, to ensure a well integrated high-quality development, in a cost effective and administratively efficient manner.

**ARTICLE 2 - DECLARATION**

Declarant declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

- A. shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof;
- B. shall inure to the benefit of every lot, parcel, or portion of the Property and any interest therein; and,
- C. shall inure to the benefit of, and be binding upon, Declarant, Declarant’s successors in interest, and each grantee or Owner, and such grantee’s or Owner’s respective successors in interest, and may be enforced by Declarant, by any Owner, or such Owner’s successors in interest, or by the Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant’s right to complete development of the Property and to construct improvements thereon, or any public right-of-way, nor Declarant’s right to post signs incidental

to construction, sales, or leasing, nor Declarant's right to modify plans for the Property, all in accordance with any necessary approvals of Teton County.

### ARTICLE 3 - DEFINITIONS

**"Association."** Association shall mean the governing body of the Nelson Subdivision, which shall consist of the Owners.

**"Association Rules."** Association Rules shall mean those rules and regulations promulgated by an Association governing conduct upon and use of the Property under the jurisdiction or control of an Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

**"Declaration."** Declaration shall mean this Declaration as it may be amended or supplemented from time to time.

**"Declarant."** Declarant shall mean E. Valoie Nelson.

**"Design Guidelines."** Design Guidelines shall mean the construction guidelines approved by the Architectural Committee.

**"Improvement."** Improvement shall mean any structure, facility, or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

**"Lot."** Lot shall mean one or more lots shown on any Plat, upon which Improvements may be constructed.

**"Member."** Member shall mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

**"Owner."** Owner shall mean the person or other legal entity, including Declarant, holding fee simple interest of record to a Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

**"Nelson Subdivision."** Nelson Subdivision shall mean the Property.

**"Person."** Person shall mean any individual, partnership, corporation, or other legal entity.

**“Plat.”** Plat shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Teton County, Idaho, as the same may be amended by duly recorded amendments thereof.

**“Property.”** Property shall mean the real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by any supplemental Declaration or otherwise. The Property also may include, at Declarant’s sole discretion, such additional property in addition to that described in Exhibit A as may be annexed by means of supplemental Declaration.

**“Waterway.”** Waterway shall mean any surface water amenity, including, without limitation, any, canal, ditch, channel, slough, stream or reservoir, natural or artificial, which is located on the Property.

#### **ARTICLE 4 - GENERAL AND SPECIFIC RESTRICTIONS**

**4.1 Structures - Generally.** All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

**4.2 Architectural Committee Review.** No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed, or materially altered or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing.

**4.3 Setbacks and Height.** No residential or other structure (exclusive of fences and similar structures) shall be placed nearer to the Lot lines or built higher than permitted by the Development Setback Line or other restriction set forth in the Plat, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated by the Architectural Committee. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

**4.3.1 Accessory Structures.** Detached garages and other out buildings shall be allowed if in conformity with the provisions of this Declaration, and as approved by the Architectural Committee. The Owner is responsible for obtaining all approvals and permits required by state and local law.

**4.3.2 Driveways.** All access driveways shall be properly graded to assure proper ingress, egress, and drainage.

**4.3.3 Fencing.** All fencing and boundary walls constructed on any Lot shall be approved by the Architectural Committee. In no event shall a fence extend higher than six (6) feet above the finished grade surface of the Lot or extend past the front setback of the home. All fencing must meet the setback requirements of Teton County ordinance.

**4.4 Lighting.** Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Lot. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided. Adequate lighting for safety and security that is not excessive, does not interfere with vision because of glare, avoids excessive visual adjustment to varying light levels, permits the viewing of the night sky in compliance, and is not obtrusive to homes and public places shall be allowed. All exterior lighting shall conform with Teton County Code Title 8, Chapter 4, Sections 5 and 6, and any amendments thereto. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

**4.5 No Further Subdivision.** No Lot may be further subdivided, nor may any easement or other interest therein, unless such subdivision complies with all applicable laws. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

**4.6 Signs.** No sign of any kind shall be displayed for public view without the approval of the applicable Architectural Committee or Association, except:

A. such signs as may be used by Declarant in connection with the development of the Property and sale of Lots;

B. temporary signs naming the contractors, the architect, and the lending institution for particular construction operation;

C. such signs identifying Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee; and,

D. one (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Declarant on or from a Lot advertising the residence for sale or lease

All signage, including signage for the exceptions listed in (A)-(D), must be done in accordance with the Subdivision signage format. In addition, all signs must conform with Teton County Code, Title 8, Chapter 9, and any amendments thereto.

**4.7 Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the Teton County Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights,

or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

**4.8 Right to Farm.** The Property is subject to provisions of Idaho Code §22-4501 *et seq.*, the Idaho Right to Farm Act. Nothing in this Declaration shall be construed to define any agricultural operation, agricultural facility or expansion thereof that is operated in accordance with generally recognized agricultural practices to be a “nuisance,” or to deprive any Owner of full and complete use of agricultural land for production of any agricultural product as such rights are defined by the Right to Farm Act, provided such agricultural use complies with all state and local laws and regulations including those promulgated pursuant to Idaho Code §67-6529, which authorizes counties to regulate the siting of certain animal operations and facilities. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

**4.9 Weed Abatement.** Each owner is responsible for destroying and preventing the spread of noxious weeds found upon the Owner’s Lot. Noxious weeds are those plants designated by the Idaho Director of Agriculture, or local ordinance to be noxious. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

**4.10 Exterior Maintenance: Owner’s Obligations** No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damages property or facilities outside the boundary of that Owner’s Lot, the Association, upon fifteen (15) days prior written notice to the Owner of the offending property, shall have the right to correct such condition, and to enter upon such Owner’s Lot for the purpose of doing so. The Owner of the offending property shall be personally liable, and such Owner’s property shall be subject to a lien, for all costs and expenses incurred in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney’s fees and costs. Any offending Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor.

**4.11 No Hazardous Activities.** No activities shall be conducted on the Property, and improvements constructed on any property, which are or might be unsafe or hazardous to any person or property.

**4.12 No Temporary Structures.** No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) month unless approved by the Association), shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established for the Property.

**4.13 Water and Sewage Disposal Systems.** Each Owner will be responsible for drilling his or her own well and installing his or her own septic system. The Owner will be responsible for all damage caused by drilling his or her well or installing his or her sewer system

and for all damage, which may later be caused by his or her water or sewage. Each Owner shall obtain all testing, permits, and other authorization required by the Eastern Idaho Public Health Department (EIPHD), and all other applicable laws, and any state or local government agencies. This provision of the Declaration is subject to state and local law and cannot be amended in derogation of such laws.

**4.14 Screening and Landscaping.** All Lots shall be screened as required by Title 8, Chapter 12 of the Teton County, Code, and any amendment thereto. All Lots shall be landscaped in a manner that is compatible with the surrounding area and in accordance with any applicable county ordinance.

**4.15 Water Rights Appurtenant to Lots.** All water rights and assessment obligations appurtenant to the Property, as noted on the Plat, shall be transferred by the to purchaser of the Lot to which the water rights are appurtenant, or to the Association for the benefit of the Lot Owners as may be appropriate, and shall comply with all requirements set forth in Idaho Code § 31-3805.

## **ARTICLE 5 - NELSON SUBDIVISION HOMEOWNERS ASSOCIATION**

**5.1 Organization of the Nelson Subdivision Homeowners Association.** The Association shall be charged with the duties and invested with the powers prescribed by law and set forth in this Declaration.

**5.2 Membership.** Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Memberships in the Association shall be appurtenant to the Lot, or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

**5.3 Voting.** Each Member shall be entitled to cast one (1) vote for each Lot owned by such Member on the day of the vote. Fractional votes shall not be allowed. If the Owner of a Lot shall be more than one (1) Person, all such Persons shall be deemed Members, but the voting rights in the Association attributable to that Lot may not be split and shall be exercised by one representative selected by such Persons as they, among themselves, may determine. In the event that such joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

## **5.4 Power and Duties of the Association.**

**5.4.1 Powers.** The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management of the Property the performance of the other responsibilities herein assigned, including without limitation:

**5.4.1.1 Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, including any Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

**5.4.1.2 Emergency Powers.** The power, exercisable by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by and at the expense of the Association.

**5.4.1.3 Rule Making.** Make, establish, promulgate, amend, and repeal such Association Rules as the Association shall deem advisable.

**5.4.1.4 Right to lien.** The power and authority to place a lien on any Lot for all amounts incurred by the Association in exercising its rights and duties under this Declaration owed to the Association, including any attorney fees and costs.

**5.4.1.5 Enforcement of Restrictions and Rules.** Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, including, without limitation, the recordation of any claim of lien with the Teton County Recorder, as more fully provided herein.

**5.5 Personal Liability.** No member of any committee of the Association, or any officer of the Association, if any, or the Declarant, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the manager, if any, or any other representative or employee of the Association, including the Declarant, the Architectural Committee, or any other committee, or any Owner, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

**5.6 Declarant's Exemption.** Any and all Improvements constructed by Declarant on or to the Property are not subject to review and approval by the Architectural Committee.

## ARTICLE 6 - ARCHITECTURAL COMMITTEE

**6.1 Committee.** The Architectural Committee shall consist of one Owner of Lot 1 and one Owner of Lot 2. The Architectural Committee may adopt rules and regulations it deems necessary to fulfill its responsibilities under this Declaration, provided those rules and regulations are consistent with this Declaration.

**6.2 Authority and Duties.** The Architectural Committee shall meet when necessary to review all building plans, specifications, and plot plan or other appropriate plans and specifications, and will provide the applicant Owner with a timely decision as to whether such plans and specifications are approved or disapproved. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including Architectural Committee approved architectural shingles roofing material, physical or aesthetic impacts on other properties artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions.

## ARTICLE 7 - EASEMENTS

**7.1. Waterway Easements.** Declarant hereby reserves for the benefit of the Association and Owners an easement for all Waterways and related pipes, irrigation risers, pumps and other equipment over, across and under all Lots, to the extent reasonably required to maintain any Waterway or water delivery system installed by the Declarant or by the Fox Creek Canal Company for the benefit of the Property. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion.

**7.2. Other Easements.** Other easements and rights-of-way benefitting and/or burdening the Lots in the Property are shown on the Plat.

## ARTICLE 8 - MISCELLANEOUS

### **8.1 Amendment.**

**8.1.1** Any amendment shall be by an instrument in writing signed and acknowledged by all Owners of Lot 1 and Lot 2, and such amendment shall be effective upon its recordation with the Teton County Recorder.

**8.1.2 Effect of Amendment.** Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions,

restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

**8.2 Enforcement and Non-Waiver.**

**8.2.1 Right of Enforcement.** Except as otherwise provided herein, any Owner of any Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

**8.2.2 Violations and Nuisances.** The failure of any Owner to comply with any provision of this Declaration or any Association Rules, is hereby declared a nuisance and will give rise to a cause of action in the Declarant, the Association or any Owner within the Property for recovery of damages or for negative or affirmative injunctive relief or both.

**8.2.3 Violation of Law.** Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

**8.2.4 Remedies Cumulative.** Each remedy provided herein is cumulative and not exclusive.

**8.2.5 Non-Waiver.** The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

**8.3 Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

**8.3.1 Restrictions Construed Together.** All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

**8.3.2 Restrictions Severable.** Notwithstanding the provisions of the foregoing paragraph 8.3.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

**8.3.3 Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

**8.3.4 Captions.** All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

**8.4 Successors and Assigns.** All references herein to Owner or Association, shall be construed to include all successors, assigns, partners, and authorized agents of such Owner or Association.

IN WITNESS WHEREOF, the Declarant has executed this Declaration effective as of the date first set forth above.

\_\_\_\_\_  
E. Valoie Nelson

State of Idaho

ss.

\_\_\_\_\_  
County of Teton

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 2016, before me, an Idaho notary public, personally appeared E. Valoie Nelson, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

\_\_\_\_\_  
Notary Public for Idaho

Residing at \_\_\_\_\_

Commission Expires:

(Seal)

**EXHIBIT A**

**Legal Description of the Property**

A PARCEL OF LAND IN THE SW 1/4 NE 1/4 SECTION 25, TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SW 1/4 NE 1/4 SECTION 25 MARKED BY A 5/8 INCH DIAMETER STEEL REINFORCING BAR WITH AN ALUMINUM CAP INSCRIBED "PLS 14222" AND HAVING A C.P.F.R. FILED IN THE OFFICE OF THE CLERK, TETON COUNTY, IDAHO;

THENCE ALONG LATITUDINAL CENTERLINE OF SAID SECTION 25; N89°26'26"W, 331.9 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N89°26'26"W, 257.63 FEET TO A POINT;

THENCE N04°12'56"W, 722.35 FEET TO A POINT;

THENCE N04°17'48"W, 286.18 FEET TO A POINT;

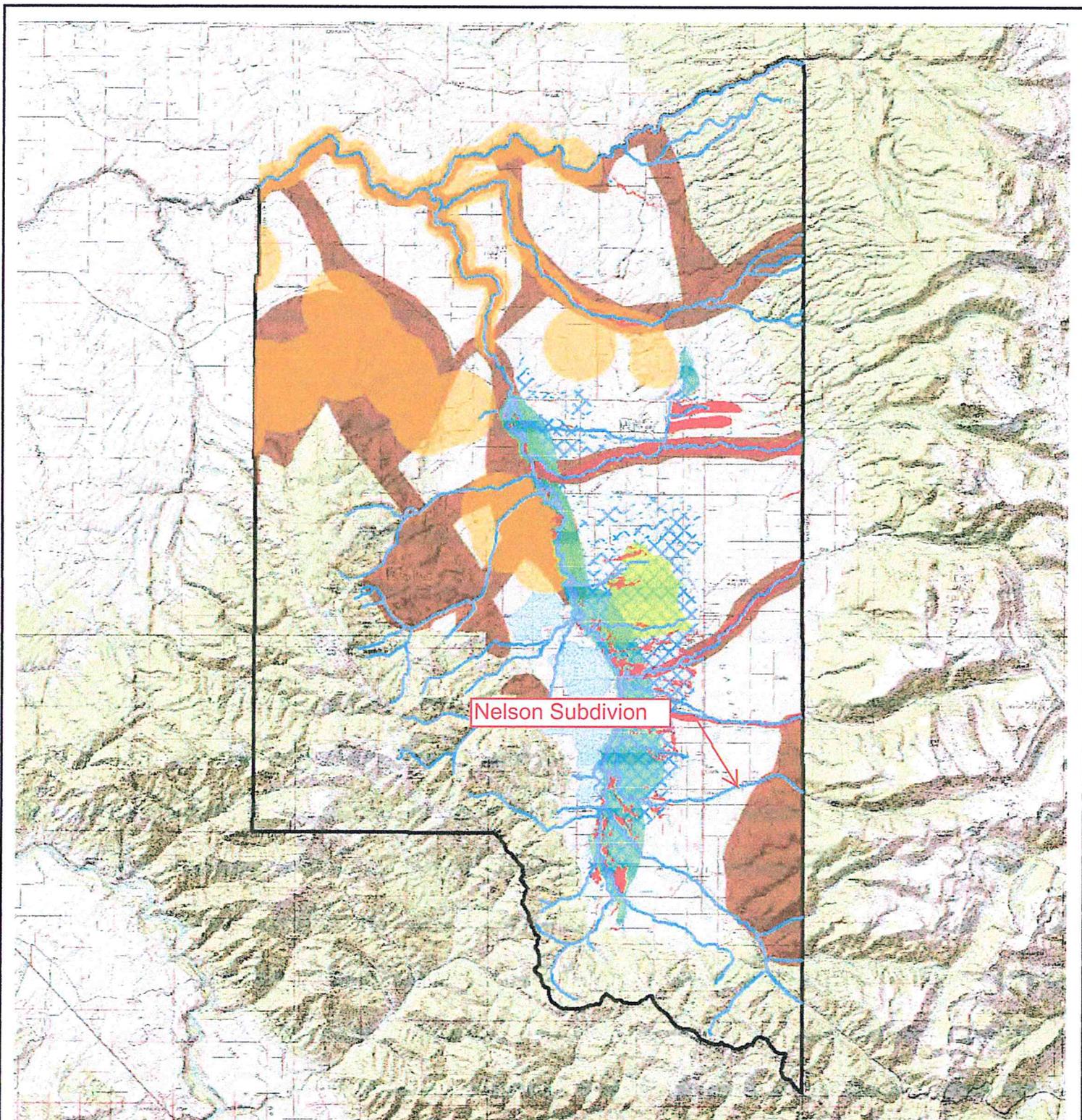
THENCE S89°43'52"E, 648.51 FEET TO A POINT ON THE LONGITUDINAL E 1/16 LINE OF SAID SECTION;

THENCE ALONG SAID LONGITUDINAL LINE S00°53'39"E, 121.96 FEET TO A POINT;

THENCE S77°16'14"W, 336.60 FEET TO A POINT;

THENCE S00°43'17"E, 778.55 FEET TO THE POINT OF BEGINNING;

CONTAINING 8.11 ACRES MORE OR LESS.



Nelson Subdivision

## TETON COUNTY NATURAL RESOURCES OVERLAY

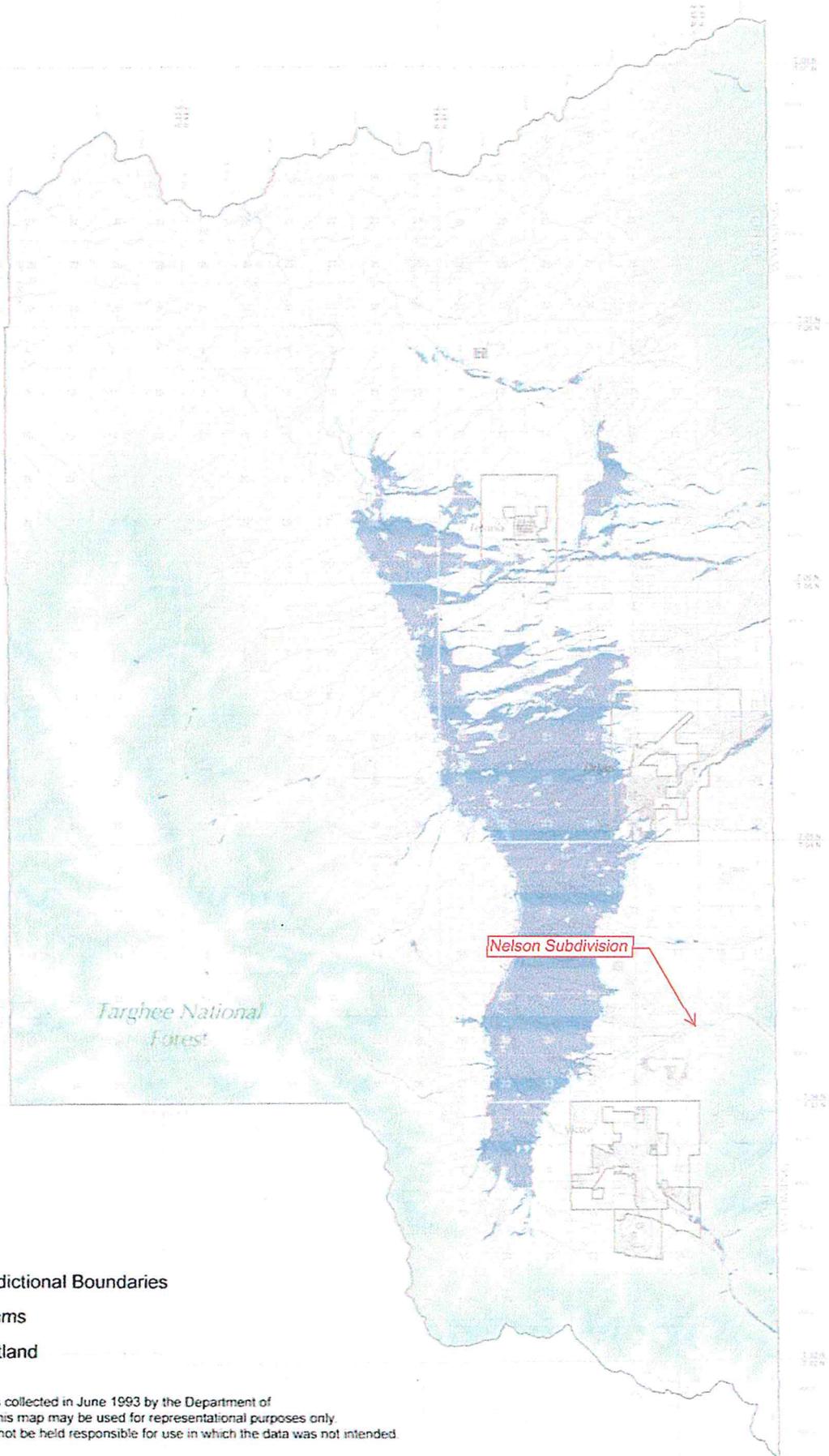


Scale: 1:275,000  
 USGS Topographic Quad 1-100,000  
 Rexburg, Idaho and Wyoming 1982  
 Data Sources: TRLT Surveys (2002-2007)  
 IDF&G Data (2003, 2006),  
 USFWS National Wetlands Inventory (1993),  
 Gregory Aquatics and Henry's Fork Foundation (2005)  
 Map by Teton Regional Land Trust, June 2008

-  BIG GAME MIGRATION CORRIDORS AND SEASONAL RANGE
-  WATERBIRD MIGRATION, FORAGING HABITAT
-  WATERBIRD BREEDING, MIGRATION, FORAGING, WINTERING HABITAT
-  SONGBIRD/RAPTOR BREEDING AND WINTERING HABITAT
-  SHARP-TAILED GROUSE BREEDING AND WINTERING HABITAT
-  PRIORITY WETLAND HABITAT
-  PRIORITY WETLAND HABITAT - WOODS CREEK FEN
-  PRIORITY WETLAND HABITAT - SOUTH LEIGH
-  PERENNIAL AND SEASONAL TROUT HABITAT



TETON REGIONAL LAND TRUST



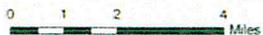
**Legend**

-  Jurisdictional Boundaries
-  Streams
-  \* Wetland

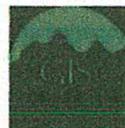
\* Wetland data was collected in June 1993 by the Department of Fish and Wildlife. This map may be used for representational purposes only. Teton County may not be held responsible for use in which the data was not intended.



**TETON COUNTY WETLANDS**



Adopted by Teton County  
Date: 12-11-2006





Teton County Planning  
 150 Courthouse Dr. Ste 107  
 Driggs, ID 83422  
 208-354-2593

Statement Date: 9/12/2016  
 Date Due: Upon Receipt

Sent via email  
 9/12/2016

## APPLICATION STATEMENT - ONE TIME ONLY

**Valoie Nelson**  
 680 E. 5500 S.  
 Victor, ID 83455

*c/o Pat Gilroy | Pierson Landworks, 151 N. Ridge Ave., Ste. 117, Idaho Falls, ID 83402*

DATE	DESCRIPTION	CHARGES	CREDITS	ACCOUNT BALANCE
	Subdivision Application	\$1,000.00		
5/26/2015	10% Due at Concept Phase	\$100.00		\$0.00
	-Paid CK#6703 by Valoie Nelson		\$100.00	
	-Paid CK#367768 by Bank of Commerce		\$113.90	
9/12/2016	60% Due at Preliminary Phase	\$600.00		\$486.10
[DATE]	30% Due at Final Phase	\$300.00		\$300.00
[DATE]	Teton County Survey Review	\$350.00		\$350.00
<b>PRELIMINARY TOTAL DUE</b>				<b>\$486.10</b>
<b>SUBDIVISION PROCESS TOTAL</b>				<b>\$1,136.10</b>

Payment accepted by cash or check only. Please make checks payable to Teton County. If mailing payment, please send to the Planning Department at the address above.

**VALOIE NELSON**  
 PH# 787-2729  
 680 E 5500 S  
 VICTOR, ID 83455

6778  
 92-41/1241  
 12  
 FRAUDARMOR

Date 9-12-16

Pay to the Order of Teton County \$ 486.10  
Four Hundred Eighty Six and 10/100 Dollars

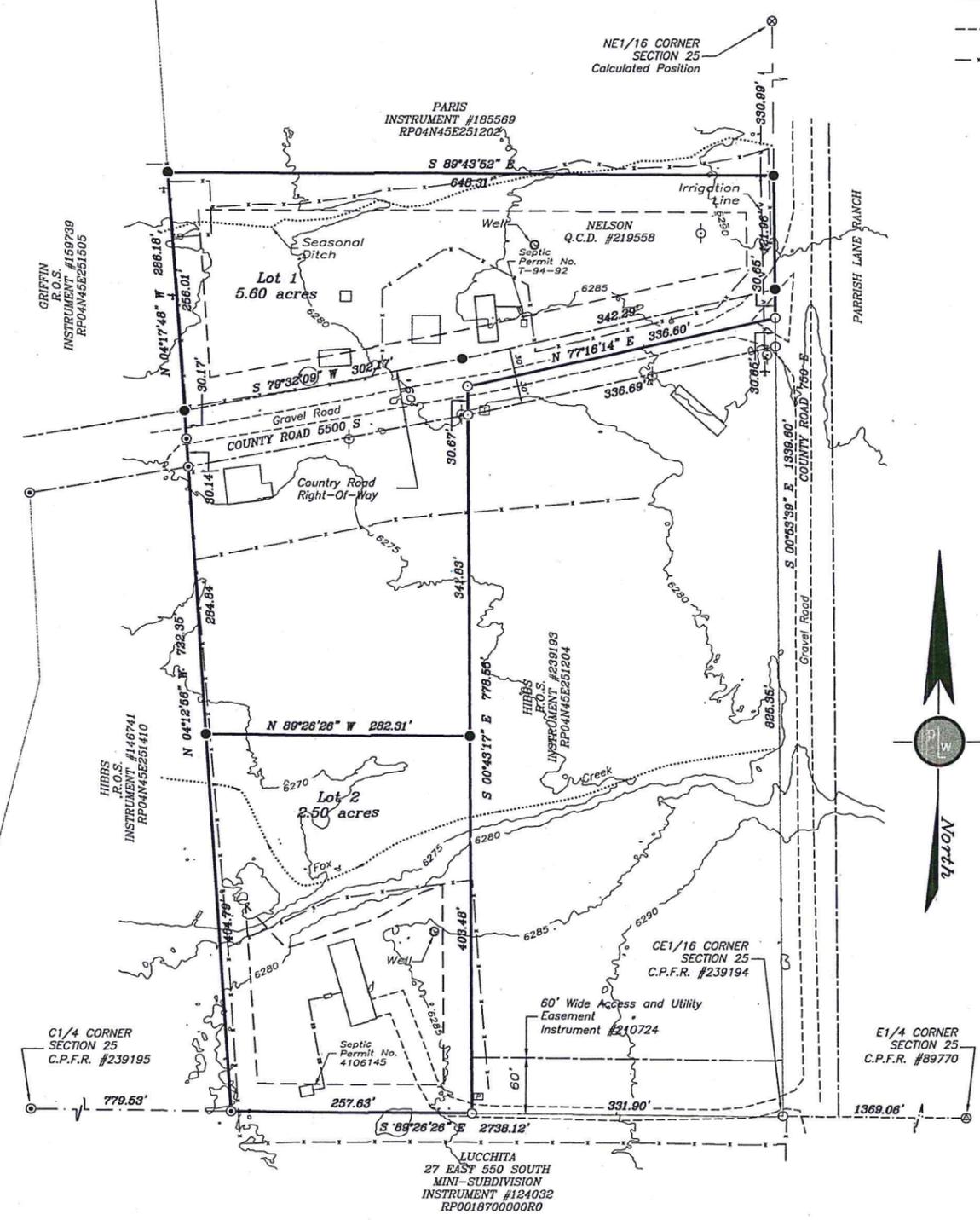
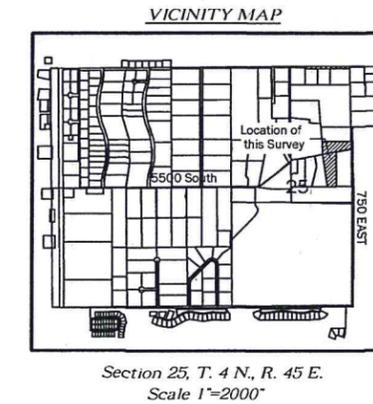
**The Bank of Commerce**  
 DRIGGS OFFICE  
 P.O. BOX 787  
 DRIGGS, IDAHO 83422

For Preliminary Phase Valoie Nelson MP

**LEGEND**

- Indicates a 5/8 inch diameter reinforcing bar with an aluminum cap inscribed "PLS 14222" found this survey.
- ⊙ Indicates a 1/2 inch diameter reinforcing bar with a plastic cap inscribed "AW ENG 2860" found this survey.
- Indicates a 5/8 inch diameter reinforcing bar with an aluminum cap inscribed "PLS 14222" set this survey.
- ⊗ Indicates a 1 inch diameter pipe with a brass cap inscribed "GLO" found this survey.

- Parcel Boundary Line
- Adjoining Lot Line
- - - Road Easement
- - - Quarter Section Line
- - - Sixteenth Section Line
- - - Development Setback Line
- Building Line
- ..... Flow Line
- - - Gravel Road
- - - Fence Line
- ⊕ Power Pole
- ⊕ Irrigation Riser
- ⊕ Telephone Pedestal
- ⊕ Well Head



**NOTES:**

1. INDIVIDUAL WATER AND SEWAGE SYSTEMS ON SITE.
2. ACCESS: COUNTY ROAD 5500S & 750E.
3. SUBDIVISION NOT IN FEMA 100 YEAR FLOOD PLAIN.
4. WATER RIGHTS THROUGH FOX CREEK CANAL COMPANY.
5. SUMMARY OF USES: COUNTY ZONING A-2.5, SETBACKS: FRONT=30 FEET, SIDE=30 FEET, REAR=40 FEET, NATURAL WATERWAY=50 FEET.
6. THE BASIS OF BEARINGS FOR THIS SURVEY IS REFERENCED TO A DIRECT GPS MEASUREMENT FROM GEODETIC NORTH (USING WGS 84, NAD83, CORS96, EPOCH2002.0000), FROM THE CENTER QUARTER CORNER OF SECTION 25 T.4N., R.45E. AND THE EAST QUARTER CORNER OF SECTIONS 25 T.4N., R.45E., AS SHOWN HEREON, BEING N89°26'26" PER INSTRUMENT #124032 AS RECORDED IN SAID OFFICE.
7. SUMMARY OF USES: COUNTY ZONING A-2.5, SETBACKS: FRONT=30 FEET, SIDE=30 FEET, REAR=40 FEET, NATURAL WATERWAY=50 FEET PER TETON COUNTY IDAHO LAND DEVELOPMENT REGULATIONS.
8. EXISTING WARRANTY DEED INSTRUMENT NO. 219558 VAGUELY REFERS COUNTY ROAD 5500S. THE RELATIONSHIP BETWEEN SAID COUNTY ROAD THE SUBJECT PROPERTY'S NORTH LINE IS SHOWN HEREON.
9. LOT DIMENSIONS SHOWN HEREON ARE OF SITE AND RECORD PER ATKINSON PROPERTY SURVEY, INSTRUMENT NO. 92434.

**LEGAL DESCRIPTION OF LAND SUBDIVIDED:**

A PARCEL OF LAND IN THE SW 1/4 NE 1/4 SECTION 25, TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SW 1/4 NE 1/4 SECTION 25 MARKED BY A 5/8 INCH DIAMETER STEEL REINFORCING BAR WITH AN ALUMINUM CAP INSCRIBED "PLS 14222" AND HAVING A C.P.F.R. FILED IN THE OFFICE OF THE CLERK, TETON COUNTY, IDAHO;

THENCE ALONG LATITUDINAL CENTERLINE OF SAID SECTION 25; N89°26'26"W, 331.9 FEET TO THE TRUE POINT OF BEGINNING; THENCE N89°26'26"W, 257.63 FEET TO A POINT; THENCE N04°12'56"W, 722.35 FEET TO A POINT; THENCE N04°17'48"W, 286.18 FEET TO A POINT; THENCE S89°43'52"E, 648.51 FEET TO A POINT ON THE LONGITUDINAL E 1/16 LINE OF SAID SECTION; THENCE ALONG SAID LONGITUDINAL LINE S00°53'39"E, 121.96 FEET TO A POINT; THENCE S77°16'14"W, 336.60 FEET TO A POINT; THENCE S00°43'17"E, 778.55 FEET TO THE POINT OF BEGINNING;

CONTAINING 8.11 ACRES MORE OR LESS.

SUBJECT TO COUNTY ROAD AND UTILITY EASEMENT FOR COUNTY ROAD S5500E BOTH EXISTING AND OF RECORD WHICH MAY NOT BE SHOWN ON THIS SURVEY.

OWNER:  
E. Valoie Nelson  
689E 5500S  
VICTOR, ID 83455

SURVEYOR:  
PIERSON LAND WORKS LLC  
18 North Main St. Suite 305  
DRIGGS, ID 83422  
PHONE: 208-354-5429

ZONE = AR-2  
OVERLAYS: NONE

NUMBER OF LOTS: 2  
MINIMUM ACREAGE/LOT: 2.5 ACRES  
TOTAL PROJECT ACREAGE: 8.11 ACRES

PREPARATION DATE: SEPTEMBER 13, 2016  
FINAL REVISION DATE: ----- 2016

Received: 10-4-2016 By: KMO  
Draft # 1  
Supersedes previous? (Y) N  
Submitted to BoCC or PZC Hearing  
Hearing Date: 11-8-2016

**SURVEYOR'S CERTIFICATE**

I, Justin M. Steffler, a Registered Professional Land Surveyor in the State of Idaho, License Number 14222, do hereby certify that this survey referred to hereon was performed under my responsible charge in accordance with Idaho State Code, Title 55, Chapter 19.

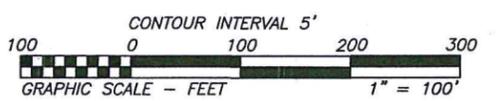
Justin M. Steffler License No. 14222 Date



**DRAFT**

Preliminary/Master Plan  
Final Plat  
Nelson Subdivision  
Being a Portion of SW1/4 NE1/4 of Section 25  
T. 4 N., R. 45 E., B.M.,  
TETON COUNTY, IDAHO

Project Number - 15128  
Project Path - F:\2015\15128ID\Survey\ACAD\15128\_BASE.dwg  
Drawn By - PWG  
Reviewed By - JMS  
Drawing Date - September 13, 2016  
Revision Date -



Pierson Land Works LLC  
1075 S. Utah, Suite 181  
Idaho Falls, ID 83402  
Tel 208.529.5429  
Fax 307.733.9669  
piersonlandworks.com

Sheet 1 of 1



Instrument # 219558

TETON COUNTY, IDAHO

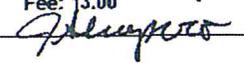
11-10-2011 12:16:26 No. of Pages: 2

Recorded for : ALLIANCE TITLE & ESCROW CORP

MARY LOU HANSEN Fee: 13.00

Ex-Officio Recorder Deputy

Index to: DEED, QUIT-CLAIM



Alliance Title & Escrow Corp.

**QUITCLAIM DEED**

ATEC ORDER NO.: 118420

FOR VALUE RECEIVED,

Fox Meadows South, LLC, an Idaho Limited Liability Company

do(es) hereby convey, release, remise and forever quitclaim unto

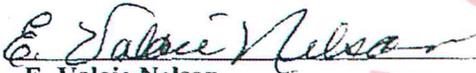
E. Valoie Nelson, an unmarried person

the following described premises:

See Attached Exhibit "A"

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Dated: November 9, 2011

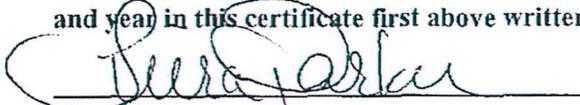


E. Valoie Nelson

State of Idaho} ss  
County of Teton}

On this 9th day of November, 2011, before me, Tiera Parker, a Notary Public in and for said state, personally appeared E. Valoie Nelson known or identified to me to be the Managing Member in the Limited Liability Company known as Fox Meadows South, LLC who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Tiera Parker

Exhibit "A" Legal Description

East Half of the Southwest Quarter of the Northeast Quarter of Section 25, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho; save and except the following: Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 25, Township 4 North, Range 45 East, Boise Meridian, thence South 330 feet, thence West 660 feet, thence North 330 feet, thence East 660 feet to the point of beginning.

Save and except: A part of the South Half of the Northeast Quarter of Section 25, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: From a steel rod which is accepted to be the center quarter corner of said Section 25, South  $89^{\circ}26'26''$  East 684.53 feet along the South line of the Northeast Quarter to the Southwest corner of the East half Southwest Quarter Northeast Quarter, the true point of beginning; thence North  $00^{\circ}43'17''$  West 710.13 feet along the West line of the East Half Southwest Quarter Northeast Quarter to a point on the county road; thence North  $80^{\circ}09'49''$  East 51.0 feet more or less to a point on the projection of a fence line; thence South  $04^{\circ}50'00''$  East 722.35 feet more or less along a fence line to a point on the South line of the Northeast Quarter of said Section 25; thence North  $89^{\circ}26'26''$  West 102.2 feet more or less along the South line of the Northeast Quarter to the point of beginning.

Save and except: Beginning at the Southeast corner of the Southwest Quarter Northeast Quarter of Section 25, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, and running North  $89^{\circ}26'26''$  West 331.9 feet along the South line of said Northeast Quarter; thence North  $0^{\circ}43'17''$  West 772.0 feet to the county road; thence North  $80^{\circ}40'$  East 332.70 feet along the county road; thence South  $0^{\circ}55'02''$  East 829.20 feet to the point of beginning.



PLANNING AND BUILDING DEPARTMENT
AFFIDAVIT OF LEGAL INTEREST and
LETTER OF AUTHORIZATION

Valoie Nelson, "Owner" whose address is
680 E. 5500 South City Victor State Id Zip 83455

As owner of property more specifically described as:
RPO4N45E 251500

HEREBY AUTHORIZES Pierson Roadworks Patrick Gilroy as Agent to represent and act
for the Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Teton County
Commissioners, Teton County Planning and Zoning, Building, and or other County Departments relating to the modification, development,
planning, platting, re-platting, improvements, use or occupancy of land in Teton County, Idaho. Owner agrees that; Owner is or shall be deemed
conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application of any
Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or
modifications to such materials. Owner acknowledges and agrees that; Owner shall be bound and shall abide by the written terms or conditions of
issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platted
or re-platting, improvement, occupancy, or use of any structure or land involved in the application shall take place until approved by the
appropriate official of Teton County, Idaho, in accordance with applicable codes and regulations.

Owner agrees to pay any fines and be liable for any other penalties arising out of failure to comply with the terms of any permit or arising
out of any violation of applicable laws, codes, or regulations applicable to the action sought to be permitted by the application authorized herein.

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on the behalf of a corporation, partnership,
limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if
required.

OWNER:

X Valoie Nelson
(Signature of Owner)

Valoie Nelson Title OWNER
(Print Name)

X
(Signature of Co-Owner)

(Print Name) Title

X
(Secretary or Corporate Owner)

(Print Name)

NOTARY: STATE OF: Idaho SS. Driggs

COUNTY OF: Teton Zip 83422

Subscribed and sworn to before me by Valoie Nelson
this 20th day of May, 2015.



WITNESS my hand and official seal.
Wendy A. Danielson

X Notary Public Expiration Date 1-24-2017



October 20, 2016

**RE:** Notice of Public Hearing and Solicitation for Comments from property owners within 300 feet of a property that has an application for a Subdivision – Preliminary Plat.

**Dear Property Owners:**

This letter is to notify you that an application for a Subdivision Preliminary Plat has been submitted to the Teton County Planning Department by a nearby landowner. Subdivisions are allowed in Idaho State Code and the Teton County Code. This two-step Preliminary Plat review process is the phase of the process where the fact-finding details and specifics required by ordinance, and law, are determined. All of the issues surrounding necessary infrastructure will be resolved or have a clearly identified solution to the satisfaction of the County prior to scheduling of the third and final phase of the process. The Planning and Zoning Commission reviews Preliminary Plat applications, then makes a recommendation to the Board of County Commissioners. The Board will also hold a public hearing, after they receive the Commission's recommendation, to approve or deny the Preliminary Plat application.

The planning staff is soliciting comments from people in the vicinity of the applicant's property so that we can be aware of neighborhood issues and then include your comments in the packet of information provided to the Planning & Zoning Commission for their consideration prior to the hearing. Please provide comments related to this application and the Subdivision Preliminary Plat criteria of approval found in Teton County Code (9-3-2 C).

**Applicant/Landowner:** Valoie Nelson

**Addresses:** 680 E. 5500 S. & 5482 S. 750 E., Victor, ID 83455

**Legal Description:** RP04N45E251500; E2SW4NE4 LESS #3584, #3614 SEC 25 T4N R45E

**Zoning District:** A-2.5

**Description of the Request:** Valoie Nelson is proposing a 2-lot subdivision on her property (8.49 acres) located north of Victor at 680 E 5500 S. This property is not located in any overlay areas.

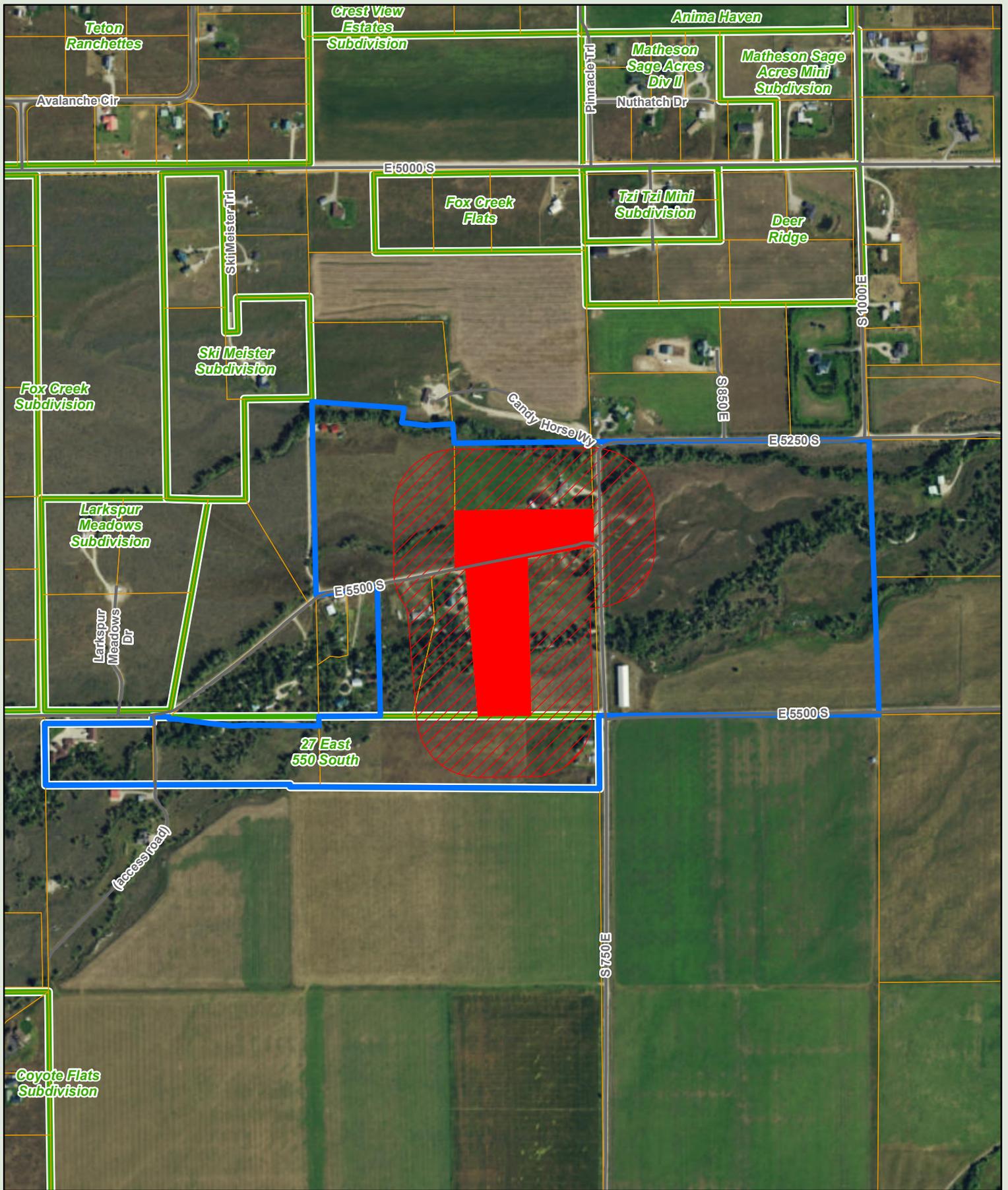
**PUBLIC HEARING**

The Planning & Zoning Commission will hold a public hearing in the Main Courtroom located on the Third Floor (lower level, southwest entrance) at 150 Courthouse Drive, Driggs, Idaho on **November 8, 2016** on this matter. This application is the first item on the agenda, and it is scheduled to be heard at **5:00 pm**.

Information on the above application is available for public viewing in the Teton County Planning Department at the Teton County Courthouse in Driggs, Idaho. The development application and various related documents are also posted, as they become available, at [www.tetoncountyidaho.gov](http://www.tetoncountyidaho.gov). To view these items, go to the Planning & Zoning Commission department page, then select the 11-8-2016 Meeting Docs item in the Additional Information Side Bar. Written comments will be included in the packet of information provided to the Commission for consideration prior to the hearing if they are received in the Planning Department no later than 5:00pm on November 1, 2016. Written comments may be e-mailed to [pz@co.teton.id.us](mailto:pz@co.teton.id.us), mailed to the address above, or faxed. You may also present your comments in person at the hearing.

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

If you have any further questions, please do not hesitate to contact Kristin Owen, Planning Administrator ([kowen@co.teton.id.us](mailto:kowen@co.teton.id.us)).



**Legend**

- 300 ft Notification Buffer
- Subject Parcel
- Notified Parcels
- Subdivisions / Phases
- Parcels

**NELSON SUBDIVISION PRELIMINARY  
PLAT APPLICATION NOTIFICATION**

Printed: October 14, 2016



**Kristin Rader**

---

**From:** Baerbel Lucchitta <[REDACTED]>  
**Sent:** Monday, October 31, 2016 1:20 PM  
**To:** PZ  
**Subject:** Re: Nelson Subdivision Preliminary Plat Application  
**Attachments:** Lucchitta-Nelson-Hibbs parcels.jpg

TETON COUNTY  
PLANNING & ZONING

OCT 31 2016

RECEIVED

Dear  
P  
lanning and  
Zo  
ning  
C  
ommission members,

This note is for the record concerning the Nelson Subdivision public hearing scheduled for November 8, 2016. We, Ivo and Baerbel Lucchitta, are neighbors joining the proposed subdivision on the south side of Lot 2. In general, we have no objections to the proposed subdivision. We hope it will be approved and meet the requirements of our neighbors, the Nelsons. However, we would like to bring to the attention of the commissioners a few items of concern.

1). The legal property boundary on the south side of proposed Lot 2 of the subdivision lies as much as 30 feet north of an

existing fence. See draft plat and image attached below

Future owners of Lot 2 might mistake the fence as their property boundary and should be made aware of this error.

Perhaps a note could be added in the Development Agreement to alert future owners to possible boundary disputes.

2). Access to Lot 2: The driveway lies only partly within the

Right of Way

. A

about one third of the driveway lies within the Lucchitta property. Future owners should be urged to remedy this situation.

3). Section 3 of the Development Agreement refers to the control of trash and weeds

. We would be gratified if the developer

s follow the ir own recommendation

s and improve the aesthetics of the property

and the value of adjacent properties with a major clean-up operation, including the removal of several junked cars that have been parked on the property for a long time (as of October 3, 2016).

We appreciate the thoroughness of the application and the attention to detail.

We sincerely hope you will amend the application to consider the few items of our concern

.  
Thank you for your attention.

Ivo and Baerbel Lucchitta

████████████████████, Victor, Idaho

and

████████████████████, Flagstaff, A

rizona

Telephone: ██████████

Cell: ██████████





---

**FROM:** Kristin Owen, Planning Administrator  
**TO:** Planning & Zoning Commission  
**RE:** Nutrient Pathogen Waiver Request  
**MEETING:** November 8, 2016

---

### **Nutrient Pathogen Waiver for Nelson Subdivision**

Valoie Nelson, represented by Pierson Land Works, has applied for Preliminary Plat approval for a 2-lot subdivision. Fox Creek crosses this property, which is considered part of the Wetlands and Waterways Overlay. This Overlay requires a Nutrient Pathogen Evaluation to be conducted for the Preliminary Phase of a subdivision application.

Title 9 identifies a waiver process for the Nutrient Pathogen Evaluation if the study is not required by IDEQ or Eastern Idaho Public Health. For this application, neither IDEQ nor EIPH require a Nutrient Pathogen Evaluation, which makes this application eligible for the waiver.

The Board of County Commissioners may approve a Nutrient Pathogen Evaluation Waiver after they receive a recommendation from the Planning & Zoning Commission.

### **Comments to Consider**

After speaking with Mike Dronen, Eastern Idaho Public Health does not require Nutrient Pathogen Evaluations.

After speaking with William Teuscher, P.E., the Idaho Department of Environment Quality could require Nutrient Pathogen Evaluations. IDEQ has three conditions that require this evaluation:

1. If the system generates more than 2500 GPD of wastewater (Large Soil Absorption System)
2. If the system falls within one of the State's designated Nitrate Priority Areas. (The only place this may occur in Teton County is on the very north boundary of the county near Bitch Creek.)
3. If the system is over a designated "Sensitive Resource Water", which do not exist in Teton County.

Title 9 identifies Nutrient Pathogen Evaluations for proposed developments. Although Nelson Subdivision is a proposed development, both of the proposed lots have an existing home and septic system in place. New development is not being proposed. However, additional development could take place in the future that may impact water quality, such as adding accessory dwelling units, replacing the existing homes, etc.

### **Possible Motions**

#### *Recommending Approval*

I move to recommend the Nutrient Pathogen Evaluation Waiver Request for Nelson Subdivision to the Board of County Commissioners for approval, with the following condition(s):

1. A section in the Development Agreement for Nelson Subdivision will be added that says the Nutrient Pathogen Evaluation will be required before a building permit will be issued.

#### *Recommending Denial*

I move to recommend the Nutrient Pathogen Evaluation Waiver Request for Ross Meadow Nelson Subdivision to the Board of County Commissioners for denial, for the following reason(s):

1. ...

**Attachment:** NP Waiver Request for Nelson Subdivision

we define, design & deliver  
the places where you play, live & work



November 7, 2016

Teton County Planning & Zoning Department  
Attn: Kristin Rader and Teton County Planning & Zoning Commission  
Teton County Courthouse  
150 Courthouse Drive  
Driggs, ID 83422

RE: Request of a Nutrient-Pathogen Evaluation Waiver for the proposed Nelson Subdivision 2-Lot Subdivision; 680 East 5500 South Victor ID

Dear Kristin and Teton County Planning & Zoning Commission:

Please consider this request to waiver the Nutrient-Pathogen Evaluation as required under Teton County Subdivision Regulations Title 9-2-3(C-3-b). We are submitting this waiver on behalf of Valoie Nelson owner and applicant for the Nelson Subdivision, a 2-Lot subdivision of 8.11 acres within the SW1/4 NE1/4 of Section 25 T. 4 N., R. 45 E., B.M., TETON COUNTY, IDAHO.

The Nelson Subdivision is proposing a new boundary line that will take the parent parcel of 8.11 acres and form a 2-Lot Subdivision consisting of Lot 1 (5.6 acres) and Lot 2 (2.5 acres). The proposed Nelson Subdivision is within the Wetlands and Waterways Overlay due to the fact that a seasonal channel of Fox Creek flows through the property. The WW Overlay was originally overlooked during the Concept Review Phase and was a non-issue in the Development Review Committee meeting held on October 11, 2016. The proposed Nelson Subdivision has existing infrastructure consisting of two homes with appropriate utilities to service the residences. Both domestic wells and sanity sewer systems that service the residences have been approved and are of record with the Eastern Idaho Public Health Department. The Nelson Subdivision proposes no further development that would may require a Nutrient-Pathogen (NP) Evaluation as the in-place infrastructure is satisfactory and current to the standards required by Eastern Idaho Public Health Department.

Please let me know if you need additional information or have any questions. This request to waiver a Nutrient-Pathogen (NP) Evaluation will be on the Preliminary Plat Approval Hearing scheduled November 8, 2016.

Sincerely,

Patrick Gilroy



### A REQUEST FOR A SIGNIFICANT PLAT AMENDMENT APPROVAL

**BY:** TR Golf Inc., represented by Derek Horra  
**FOR:** Teton Reserve PUD, Phase 1  
**WHERE:** Desert Fox Ln. & Reserve Dr. (Victor AOI)  
**PREPARED FOR:** Planning & Zoning Commission  
Public Hearing of November 8, 2016

**APPLICANT:** TR Golf Inc., represented by Derek Horra

**LANDOWNER:** TR Golf Inc.

**REQUEST:** TR Golf, LLC is proposing an amendment to the Teton Reserve PUD Master Plan and Development Agreement to reflect the existing location of the golf clubhouse and parking area, as well as to identify specific uses allowed on those lots. This amendment also identifies an event lawn and retains the original clubhouse/parking lots for future growth of those uses. This amendment is defined as a Substantial Changes – Decrease Scale, Impact request pursuant to the Teton County Code, Section 9-7-1-B-2.

**APPLICABLE COUNTY CODE:** Teton County Zoning Regulations (Title 8); Teton County Subdivision Regulations (Title 9); Areas of Impact Agreement (Title 7-3); Teton County Comprehensive Plan (A Vision & Framework 2012-2013); Idaho Statutes Title 67-65, Title 50

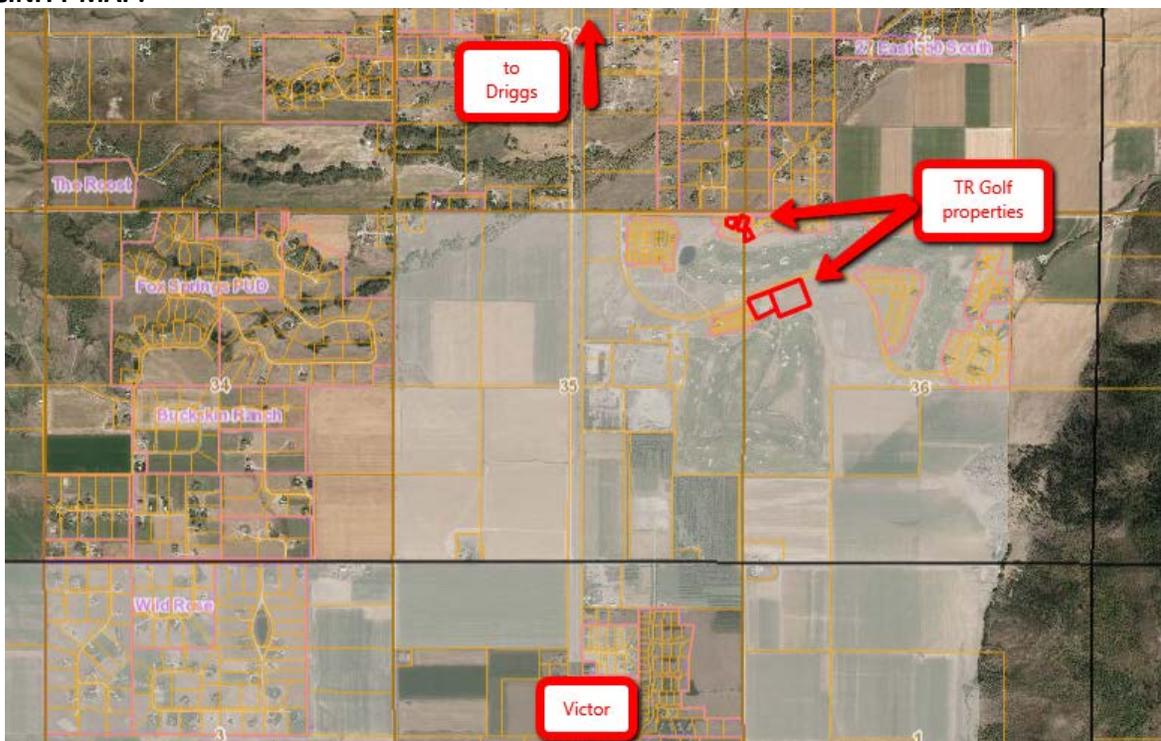
**LEGAL DESCRIPTION:** RP003100010010, LOT 1 BLK 1 TETON RESERVE PUD RED FOX PHASE I SEC 35 T4N R45E; RP003100010020, LOT 2 BLK 1 TETON RESERVE PUD RED FOX PHASE I SEC 35 T4N R45E; RP003100010050, LOT 5 BLK 2 TETON RESERVE PUD RED FOX PHASE I SEC 36 T4N R45E; RP003100TRAC50, TRACT 5 PARKING TETON RESERVE SUB SEC 36 T4N R45E; RP003100TRAC60, TRACT 6 GOLF CLUB HOUSE & EVENT LAWN TETON RESERVE SUB SEC 36 T4N R45E

**LOCATION:** Lots 1,2, & 5, Blk 1, Phase 1 (Desert Fox Ln.), Tracts 5 & 6 (Reserve Dr.)

**ZONING DISTRICT:** A-2.5, Victor Area of Impact

**PROPERTY SIZE:** 8.36 acres total

**VICINITY MAP:**



Lots 1, 2, & 5, Block 1, Phase 1



Tract 5 and Tract 6



## **PROJECT DESCRIPTION**

This amendment is proposing to change the Teton Reserve PUD Master Plan and Development Agreement to reflect the existing location of the golf clubhouse and parking area, as well as to identify specific uses allowed on those lots. This amendment also identifies an event lawn and retains the original clubhouse/parking lots for future growth of those uses. None of the property boundaries are changing, so this amendment is only changing the Master Plan and the Development Agreement. The Development agreement outlines the requested uses for these lots.

When Teton Reserve was originally approved, Tracts 5 & 6 were identified for the Clubhouse and Parking lots. It also was not clear what specific uses were permitted in the Clubhouse. However, since that approval, the Clubhouse and Parking were actually located on Lots 1 & 2, Block 1, Phase 1.

Although Teton Reserve is a Planned Unit Development, the uses in the development must comply with the underlying zoning unless additional uses are specifically identified and approved. Because the Clubhouse and Parking were not approved for Lots 1 & 2, those lots can only be used for residential purposes. This amendment will bring those uses into compliance. In addition to bringing Lots 1 & 2 into compliance, the applicant is also requesting to convert Lot 5, Block 1, Phase 1 into an event lawn. As shown in the aerial image, this lot is currently being used for access to the golf course. It has also been used as their event lawn. The applicant is requesting that Tracts 5 & 6 remain a clubhouse/event lawn and parking area, with the addition of the snack shack use (existing) on Tract 5.

Requested uses include:

- Lot 1 Block 1 – club house building with restaurant and bar, retail golf shop, and golf
- cart storage. In addition, the two rooms attached to the club house may be rented on a nightly basis as an ancillary use to the sports and events facility\*
- Lot 2 Block 1 – parking to accommodate the uses for Lot 1 Block 1\*
- Lot 5 Block 2 – outdoor events area
- Tract 5 – parking and a building with rest rooms and limited food and beverage services\*
- Tract 6 – future club house building, spa, swimming pool, tennis, and other recreation facilities

\*These uses are all existing and considered noncompliant with the A-2.5 zone.

## **INTER-AGENCY AND DEVELOPMENT REVIEW COMMITTEE COMMENTS**

On September 21, 2016, a DRC meeting was held with Derek Horra (applicant), Herb Heimerl (applicant's attorney), and Kristin Owen (Teton County Planning Administrator). Others were invited to this meeting, including Teton County (public works, prosecutor, emergency management), the City of Victor (planning administrator, public works), Teton County Fire District, Eastern Idaho Public Health, Idaho Department of Fish & Game, Idaho Transportation Department, SilverStar, Fall River Electric, and the Teton School District 401. Only the Teton County Public Works Director contacted staff that he did not have comments because this application does not affect County right of ways. At this meeting, the process for approval was discussed. No key issues were identified.

City of Victor Review: This application was sent to the Planning & Zoning Administrator (Jason Boal) and the Public Works Director (Rob Heuseveldt) on September 19, 2016 for review. Comments were requested from the Planning Administrator, but none were provided. The AOI agreement includes a provision for the Victor Planning & Zoning Commission to review an application if it impacts City easements, roadways and utilities. The City of Victor did not comment that this impacts any of those nor did they request the application to be reviewed by their Planning Commission, so it was not.

### **SPECIFIC REQUIREMENTS FOR PUBLIC HEARING NOTICE**

Idaho Code, Title 67; Section 67-6509, 67-6511, 67-6512, and Title 9, Section 3-2-C 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, as well as all property owners in subdivisions that intersect with the 300-foot buffer. A notice was also posted on the property providing information about the public hearing.

### **COMMENTS FROM PUBLIC AT LARGE**

Staff received two written comment letters from the public (Attachment #9).

### **APPLICATION REVIEW PROCESS**

This application is considered a Substantial Change- Decrease Scale, Impact, because it is a renegotiation of development agreement (9-7-1-B). Some uses are being relocated to their existing locations, but these are not encroaching further into natural resource overlays.

Proposed vacations or changes of a recorded easement, right-of-way, or to an approved plat for a subdivision or Planned Unit Development, or a Development Agreement shall be reviewed pursuant to the following procedures.

Substantial Changes–Decrease Scale, Impact. Upon the Planning Administrator determining the application complete, and that the proposed changes will decrease the scale or impacts of the development, the application shall be reviewed by the following procedure.

- i. Concept Review by Planning Administrator. The application for proposed changes shall be reviewed by the Planning Administrator as a Concept Plan. The Administrator shall recommend approval, approval with conditions or denial to the Board.
- ii. Preliminary/Final Plat by Planning and Zoning Commission. Upon receiving a recommendation from the Planning Administrator, the Commission shall review the application at a public hearing. A Final Plat application shall be submitted pursuant to Title 50 of the Idaho Code and Title 9, and shall be accompanied with a revised Development Agreement and /or Conditions, Covenants and Restrictions (CC&R) as such revisions may be necessary to implement the Final Plat. The Commission shall recommend approval, approval with conditions or denial of the proposed Master Plan, Final Plat and/or Development Agreement pursuant to the criteria set forth in B-3-c of this section.
- iii. Final Approval by Board of County Commissioners. Upon receiving a recommendation from the Planning and Zoning Commission, the Board shall review the application at a public meeting. The Board shall approve, approve with conditions, remand back to the Commission, or deny the application pursuant to the criteria set forth in B-3-c of this section

Specific to the Victor Area of Impact – Review Process (7-3-4)

1. Impact Area: All development applications within the Area of Impact shall originate with the County.
2. All development applications within the Impact Area shall be forwarded for review by the Victor Planning & Zoning Administrator. Those applications that may have an impact on current or future compatibility with easements, utility and roadway connectivity and compatibility with those of the City of Victor’s easements, roadways and utilities shall be passed on to the Victor Planning & Zoning Commission for review and comment to the County Planning & Zoning Commission for their disposition. No planned unit developments are allowed in the area of impact.

### **CONCEPT REVIEW FINDINGS:**

The Teton County Planning Administrator has reviewed the proposed changes to the Development Agreement and Master Plan for Teton Reserve PUD and finds that the changes would bring the development into compliance with Teton County regulations. The proposed changes would not require additional analysis, additional studies, additional fees, or additional expenses to Teton County. A revised Master Plan and revised Development Agreement were provided by the applicant.

### **CRITERIA OF APPROVAL**

Applications to vacate or make changes to recorded rights-of way, easements, recorded plats, or master plans shall be reviewed using the following Criteria for Approval.

- i. The applicant shall submit to the Planning Administrator revised maps showing the proposed vacation or revisions to the layout of lots or buildings and any reduction in the number of lots or buildings. The project's Development Agreement may require adjustments in order to reflect the substantial changes being proposed. This revised layout shall be accompanied by the maps and analyses that were submitted as part of the previous application and approval. These maps and analyses include the following to the extent they were required for the previous approval:
  1. Existing Conditions Inventory and Existing Conditions Map;
  2. Existing Contour Map;
  3. Maps of Overlay Areas as established in Title 8 and Title 9;
  4. Land Management Plan and/or Open Space Management Plan
  5. Fiscal and Services Analysis;
  6. Natural Resource Analysis; and,
  7. Traffic Impact Study.
  8. Approved Development Agreement
- ii. No additional studies or analyses are required.
- iii. No additional application fees are required.
- iv. The master plan and plat for subdivision or Planned Unit Development, including the proposed changes, shall reduce governmental costs for operations and capital expenses. The applicant shall provide financial surety of 125% of a current engineer's cost estimate for infrastructure OR the development agreement shall require no lot sales in the improved amended plat until such time as infrastructure is complete or financial surety has been provided. As applicable, shall reduce the intrusion of development into natural resource areas that are protected by criteria in county regulations or reduce development in the Overlay Areas as these areas are defined in Title 8 or Title 9.

### **POSSIBLE CONDITIONS OF APPROVAL**

1. Begin working with EIPH and IDEQ for approval.
2. Begin working with the Teton County Fire Marshal & Building Official to ensure Clubhouse compliance with the International Fire Code and Building Codes.

### **PLANNING & ZONING COMMISSION ACTION**

- A. Recommend approval of the Master Plan & Development Agreement Amendment, with the possible conditions of approval listed in this staff report, having provided the reasons and justifications for the approval.
- B. Recommend approval of the Master Plan & Development Agreement Amendment, 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. Recommend denial of the Master Plan & Development Agreement Amendment and provide the reasons and justifications for the denial.
- D. Continue to a future joint PZC Public Hearing with reasons given as to the continuation or need for additional information.

## **POSSIBLE MOTIONS**

The following motions could provide a reasoned statement if a Commissioner wanted to recommend approval or denial of the application:

### **APPROVAL**

*Having concluded that the Criteria for Approval of a Substantial Change - Decrease Scale, Impact found in Title 9-7-1-B can be satisfied with the inclusion of the following conditions of approval:*

1. *Begin working with EIPH and IDEQ for approval.*
  2. *Begin working with the Teton County Fire Marshal & Building Official to ensure Clubhouse compliance with the International Fire Code and Building Codes.*
- *and having found that the considerations for granting the Master Plan & Development Agreement Amendment to TR Golf Inc. can be justified and have been presented in the application materials, staff report, and presentations to the Teton County Planning & Zoning Commission,*
  - *I move to RECOMMEND APPROVAL of the Master Plan & Development Agreement Amendment for Teton Reserve PUD Phase 1, including Lots 1, 2, & 5, Block 1 and Tracts 5 & 6, as described in the application materials and as supplemented with additional applicant information attached to this staff report.*

### **DENIAL**

*Having concluded that the Criteria for Approval of a Substantial Change – Decrease Scale, Impact found in Title 9-7-1-B have not been satisfied, I move to RECOMMEND DENIAL of the Master Plan & Development Agreement Amendment for Teton Reserve PUD Phase 1, including Lots 1, 2, & 5, Block 1 and Tracts 5 & 6, as described in the application materials and as supplemented with additional applicant information attached to this staff report. The following could be done to obtain approval:*

1. ...

Prepared by Kristin Owen

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#### **Attachments:**

- |   |  |
|---|--|
| 1. Application (2 pages)                | 6. Amended Master Plan (3 pages)             |
| 2. Deeds (7 pages)                      | 7. Amended Development Agreement (3 pages)   |
| 3. Old Plats/Master Plans (8 pages)     | 8. Adjacent Landowner Notification (2 pages) |
| 4. Clubhouse Legal Description (1 page) | 9. Public Comment (3 pages)                  |
| 5. Site Photos (4 pages)                |  |

**End of Staff Report**



**RECEIVED**  
 BY: K. Rader  
 DATE: 5-12-2016

NAME OF SUBDIVISION/PLANNED UNIT DEVELOPMENT

**SUBDIVISION/PLANNED UNIT DEVELOPMENT AMENDMENT APPLICATION**

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

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

**SECTION I: PERSONAL AND PROPERTY RELATED DATA**

Owner: TR GOLF

Applicant: BRUCE HOLLIS E-mail: hollisb@mxk.edu

Phone: (873) 406-5781 Mailing Address: 1732 CANYON OAKS DR.

City: Mt. PLEASANT State: SC Zip Code: 29464

Engineering Firm: N/A Contact Person: DEREK Phone: (208) 709-8008

Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

Location and Zoning District:

Address: TETON RESERVE Parcel Number: \_\_\_\_\_

Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_ Total Acreage: \_\_\_\_\_

Proposed Units/Lots: \_\_\_\_\_ Current Units/Lots: \_\_\_\_\_

Code Approved Under: \_\_\_\_\_

- |   |  |
|---|--|
| <input type="checkbox"/> FEES (pursuant to current fee schedule) \$1700 + \$200 Survey Review Fee | <input type="checkbox"/> Affidavit of Legal Interest   |
| <input type="checkbox"/> Insignificant  | <input type="checkbox"/> Engineer/Surveyor review cost |
| <input type="checkbox"/> Substantial Increase Scale/Impacts                                       | <input type="checkbox"/> Taxes Current                 |
| <input checked="" type="checkbox"/> Substantial Decrease Scale/Impacts                            |  |

Fees are non-refundable.

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

• Applicant Signature: [Signature] Date: 5-11-16

I, the undersigned, am the owner of the referenced property and do hereby give my permission to DEREK HARRIS 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: 5-11-16  
*Bruce W. Helly*

**SECTION II: ADMINISTRATOR DETERMINATION**

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

- ( ) Insignificant: The application will be reviewed administratively and approved, approved with conditions or denied. The plat or recorded documents for a subdivision or Planned Unit Development, including the proposed changes, shall comply with all applicable criteria and standards of the county regulations, conditions of approval established in the previous approval, and the development agreement approved as part of the previous approval.
- ( ) Substantial Changes – Increase Scale, Impact: The application will be reviewed under any applicable current ordinances and a staff report prepared and sent to the Planning and Zoning Commission for preliminary review and noticed as a public hearing at their next available regularly scheduled meeting. Substantial changes will require amended CCR's and Development Agreement and may or may not require additional studies or application materials. After a hearing before the Planning and Zoning Commission, the Commission shall recommend to the Board of County Commissioners approval, approval with conditions or denial of the amended plat and/or recorded documents. A public hearing before the Board of County Commissioner for the final review will then be scheduled and the Board will approve, approve with conditions, or deny the amended plat and/or recorded documents.
- () Substantial Changes – Decrease Scale, Impact: The application will be reviewed under the code of original approval and a staff report prepared and sent to the Planning and Zoning Commission for concept review and noticed as a public hearing at their next available regularly scheduled meeting. Substantial changes will require amended CCR's and Development Agreement. No additional studies or application fees will be required. After a hearing before the Planning and Zoning Commission, the Commission shall recommend to the Board of County Commissioners approval, approval with conditions or denial of the amended plat and/or recorded documents. A public hearing before the Board of County Commissioner for the final review will then be scheduled and the Board will approve, approve with conditions, or deny the amended plat and/or recorded documents.

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

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

**Instrument # 224119**

TETON COUNTY, IDAHO  
09-21-2012 12:39:28 No. of Pages: 2  
Recorded for: ALLIANCE TITLE - DRIGGS OFFICE  
MARY LOU HANSEN Fee: \$13.00  
Ex-Officio Recorder Deputy, Mary Lou Hansen  
Index to: DEED, WARRANTY

**WARRANTY DEED**

ATEC Order No.:160479

**FOR VALUE RECEIVED**

**Hopkins Mortgage Fund, LLC, an Idaho Limited Liability Company, as Trustee for the benefit on a parity of all Series "A" Debenture Holders**

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

**TR Golf LLC**

whose current address is

~~900 East Carol Street~~ 1732 Canyon Oaks Drive  
~~Meredon, ID 83666~~ Mount Pleasant, SC 29464

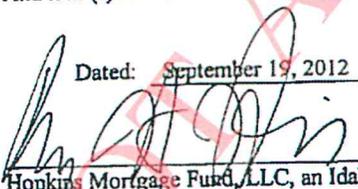
the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

**Lot 1 in Block 1 of Red Fox Lots, Final Plat Phase One for Teton Reserve Planned Unit Development Phase I, Teton County, Idaho, as the same appears on the official plat thereof recorded September 2, 2004, as Instrument No. 163218**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: September 19, 2012

  
Hopkins Mortgage Fund, LLC, an Idaho Limited Liability Company, as Trustee for the benefit on a parity of all Series "A" Debenture Holders

BY: Randy H Hopkins, Manager

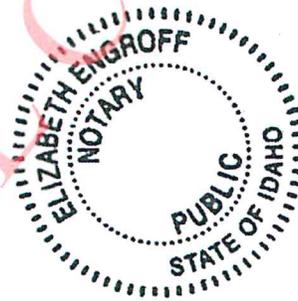
State of Id ss  
County of Ada

On this 19th day of Sept, 2012, before me, Elizabeth Engroff, a Notary Public in and for said state, personally appeared Randall H Hopkins, Manager known or identified to me to be the Managing Member in the Limited Liability Company known as Hopkins Mortgage Fund, LLC, an Idaho Limited Liability Company, as Trustee for the benefit on a parity of all Series "A" Debenture Holders who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Elizabeth Engroff

Notary Public for the State of Id  
Residing at: Idse Id  
Commission Expires: 2/3/2013



NOT A LEGAL COPY

Instrument # 224596

TETON COUNTY, IDAHO  
10-19-2012 14:29:64 No. of Pages: 1  
Recorded for: ALLIANCE TITLE - DRIGGS OFFICE  
MARY LOU HANSEN Fee: \$10.00  
Ex-Officio Recorder Deputy, Mary Lou Hansen  
Index to: DEED, QUIT-CLAIM

QUITCLAIM DEED

ATEC ORDER NO.: 160467

FOR VALUE RECEIVED,

Joey Fullmer and James Fullmer, wife and husband

do(es) hereby convey, release, remise and forever quitclaim unto

TR Golf, LLC, an Idaho Limited Liability Company

whose current address is: 1732 Canyon Oaks Drive, Mount Pleasant, SC, 29464

the following described premises:

Lot 2 of Block 1, Red Fox, Amended Phase 1 for Teton Reserve Planned Unit Development, Teton County, Idaho, as the same appears on the official plat thereof recorded September 2, 2004, as Instrument No. 163248, and Amended to Teton Reserve Planned Unit Development, Replat of Lots 2 & 3, Block 1, Teton County, Idaho, as the same appears on the official plat thereof recorded October 24, 2007 as Instrument No. 192722.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Dated: 10/19/12 Dated: 10/19/12

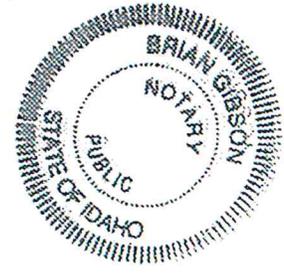
James Fullmer Joey Fullmer  
James Fullmer Joey Fullmer

State of Idaho } ss  
County of Teton }

On this 19 day of October, 2012, before me, Brian Gibson, a Notary Public in and for said state, personally appeared James Fullmer and Joey Fullmer, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Brian Gibson  
Notary Public for the State of Idaho  
Residing at: Driggs  
Commission Expires: 4/10/13



Instrument # 224221

TETON COUNTY, IDAHO  
09-27-2012 09:00:37 No. of Pages: 1  
Recorded for: ALLIANCE TITLE - DRIGGS OFFICE  
MARY LOU HANSEN Fee: \$10.00  
Ex-Officio Recorder Deputy, Mary Lou Hansen  
Index to: DEED, QUIT-CLAIM

QUITCLAIM DEED

ATEC ORDER NO.: 160446

FOR VALUE RECEIVED,

Ronald L. Horst and Marina E. Horst, husband and wife,

do(es) hereby convey, release, remise and forever quitclaim unto

TR Golf, LLC

whose current address is: 910 E Carol St, Meridian, ID 83646

the following described premises:

Lot 5 of Block 2, Red Fox, Amended Phase 1 for Teton Reserve Planned Unit Development, Teton County, Idaho, as the same appears on the official plat thereof recorded September 2, 2004, as Instrument No. 163215

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Dated: September 19, 2012

Ronald L. Horst Marina E. Horst  
Ronald L. Horst Marina E. Horst

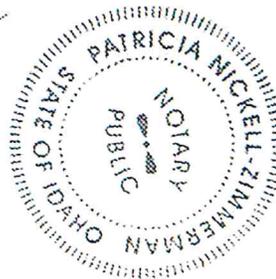
State of Idaho ) ss  
County of Teton)

On this 26 day of Sept, 2012, before me, Patricia Nickell-Zimmerman, a Notary Public in and for said state, personally appeared Ronald L. Horst and Marina E. Horst, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Patricia Nickell-Zimmerman

Notary Public for the State of Idaho  
Residing at: Teton, Idaho  
Commission Expires: 9-26-17



## Instrument # 224404

TETON COUNTY, IDAHO  
 10-09-2012 10:51:22 No. of Pages: 3  
 Recorded for: ALLIANCE TITLE - DRIGGS OFFICE  
 MARY LOU HANSEN Fee: \$16.00  
 Ex-Officio Recorder Deputy, Mary Lou Hansen  
 Index to: DEED, WARRANTY

*Re-Recorded to Correct Legal  
 Ref# 224121, 224318 224338*

## WARRANTY DEED

ATEC Order No.:160446

## FOR VALUE RECEIVED

Hopkins Northwest Fund, L.L.C., an Idaho Limited Liability Company "as trustee on a parity for the benefit of all Series "NW" Debenture Holders"

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

TR Golf LLC

whose current address is

1732 Canyon Oaks Drive  
 Mount Pleasant, SC 29464

the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

ALL OF TETON RESERVE PLANNED UNIT DEVELOPMENT, Teton County, Idaho, as the same appears on the official plat thereof as Instrument No. 153363; 161570; 163218; 192722; 172906; 172907; 184195; 186347.

LESS AND EXCEPTING THEREFROM the following:

Lots 1, 2 and 3 in Block 1 (Red Fox) and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 in Block 2 (Red Fox), Amended Phase 1, of Teton Reserve Planned Unit Development, Teton County, Idaho, as the same appears on the official plat thereof, recorded September 2, 2004, as Instrument No. 163218, and Amended to Teton Reserve Planned Unit Development, Replat of Lots 2 & 3, Block 1, Teton County, Idaho, as the same appears on the official plat thereof recorded October 24, 2007 as Instrument No. 192722.

ALSO LESS AND EXCEPTING THEREFROM the following:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 in Block 3 (Silver Fox), Amended Phase 1, of Teton Reserve Planned Unit Development, Teton County, Idaho, as the same appears on the official plat thereof, recorded September 2, 2004, as Instrument No. 163218.

ALSO LESS AND EXCEPTING THEREFROM the following:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 in Block 15, Lots 1, 2, 3, 4, and 5 in Block 16, Lots 1, 2, 3, 4 and 5 in Block 17; of Teton Reserve Planned Unit Development, (Royal Elk) Teton County, Idaho, as the same appears on the official plat thereof, recorded March 30, 2007, as Instrument No. 186347.

ALSO LESS AND EXCEPTING THEREFROM the following:

Lots 1, 2, 3, 4, 5 and 6 in Block 4, Lots 1, 2, 3 and 4 in Block 5, Lots 1, 2, 3, 4, and 5

Idaho, as the same appears on the official plat thereof, recorded November 23, 2005, as Instrument No. 172906.

ALSO LESS AND EXCEPTING THEREFROM the following:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 13, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Block 14, Bison Phase for Teton Reserve Planned Unit Development, Teton County, Idaho, as the same appears on the official plat thereof, recorded January 12, 2007, as Instrument No. 184195, Replat of Bison Phase, recorded May 1, 2007 as Instrument No. 187153.

ALSO LESS AND EXCEPTING THEREFROM the following:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 in Block 10, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 in Block 11, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 in Block 12 Red Hawk Phase for Teton Reserve Planned Unit Development, Teton County, Idaho, as the same appears on the official Plat thereof, recorded September 28, 2006, as Instrument No. 180719, and Lot Line Adjustment for Red Hawk, recorded November 6, 2007, as Instrument No. 193136.

ALSO LESS AND EXCEPTING THEREFROM the following:

Tract 1 - Commercial Teton Reserve Planned Unit Development, (Formerly Teton Valley Country Club), Teton County, Idaho, as the same appears on the official plat thereof recorded March 3, 2003, as Instrument No. 153363. Also known as:  
A parcel of land lying in the Northeast Quarter of Section 35, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho more particularly described as follows: Commencing at the North Quarter corner of said Section 35; thence along the North line of said Section 35, North 89°24'07" East 216.46 feet; thence South 00°32'55" East 28.87 feet to a point on the Southerly Right of Way of 600 South and the Easterly Right of Way of Highway 33 to the true point of beginning; thence along said Southerly Right of Way North 89°58'32" East 529.75 feet to a point on the Westerly Right of Way of Teton Reserve Drive; thence along said Westerly Right of Way South 00°27'07" East 546.11 feet to a point on a tangent curve to the left having a Radius of 1000.00 feet, a Delta of 09°29'53", a Chord of 165.58 feet which bears South 05°12'04" East; thence along said curve for an arc distance of 165.77 feet; thence South 89°27'05" West 542.24 feet to a point on the Easterly Right of Way of Highway 33; thence along said Easterly Right of Way North 00°32'55" West 716.00 feet to the true point of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: September 17, 2012

Hopkins Northwest Fund, L.L.C., an Idaho Limited Liability Company "as trustee on a parity for the benefit of all Series "NW" Debenture Holders"

[Signature]  
BY: Randall H Hopkins, Manager

State of Idaho }  
County of Teton ada } ss.

On this 17th day of Sept, 2012, before me, a Notary Public in and for said state, personally appeared Randy Hopkins known or identified to me to be the Manager of the Limited Liability Company known as Hopkins Northwest Fund, L.L.C., an Idaho Limited Liability Company "as trustee on a parity for the benefit of all Series "NW" Debenture Holders" who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

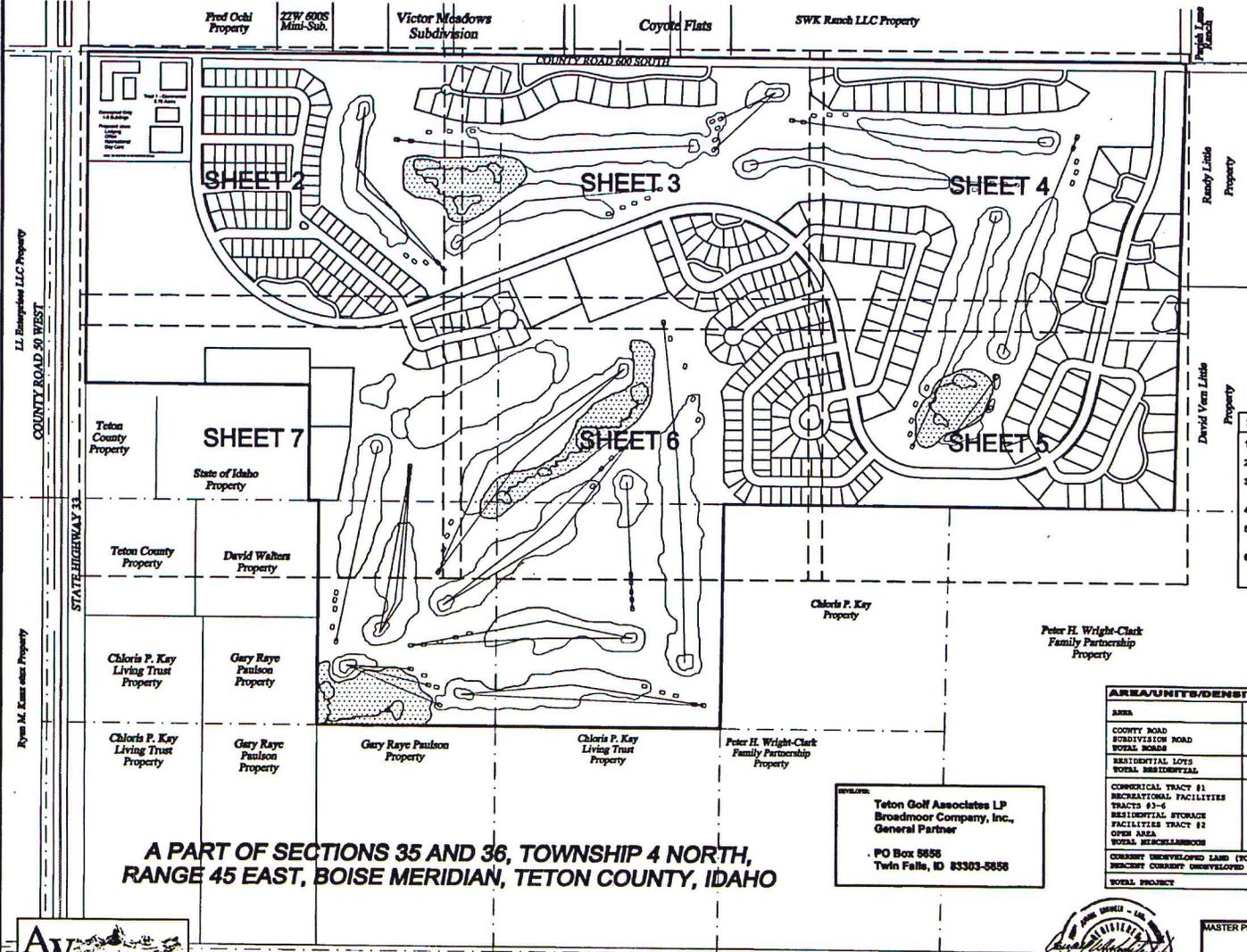
[Signature]  
Notary Public for the State of Idaho  
Residing at:  
Commission Expires:



NOTAILED COPY

# TETON RESERVE

## PLANNED UNIT DEVELOPMENT



BUILDING SETBACKS	
FRONT	20'
SIDE	10'
REAR	20'



0 200 400 600 800  
SCALE 1" = 400'

- SUBDIVISION NOTES**
- 1) A CENTRAL WATER SYSTEM IS PROPOSED.
  - 2) A CENTRAL SEWER SYSTEM IS PROPOSED.
  - 3) THERE ARE NO KNOWN WILDLIFE MIGRATION ROUTES OR UNIQUE AREAS ON THE PROPERTY.
  - 4) THERE ARE NO FLOOD PLAINS WITHIN THE PROJECT.
  - 5) THE ENTIRE PROJECT AND ALL ADJACENT PARCELS ARE WITHIN THE A-2.5 ZONE.
  - 6) 10' UTILITY EASEMENTS WILL RUN ADJACENT TO ALL SUBDIVISION, COUNTY, AND STATE ROADS WITHIN THE PROJECT.

**RECEIVED**  
153363 MAR 3 2003  
TETON CO., ID  
CLERK RECORDER

AREA/UNITS/DENSITY TABLE - MASTER PLAN				
AREA	BLOCKS	ACRES	UNITS (R)	DENSITY
COUNTY ROAD SUBDIVISION ROAD	-	7.29	-	-
LOCAL ROADS	-	34.78	-	-
RESIDENTIAL LOTS	ALL	90.93	384	4.22
TOTAL RESIDENTIAL	TOTAL	90.93	384	4.22
COMMERCIAL TRACT #1 RECREATIONAL FACILITIES TRACTS #3-6	-	6.70	-	-
RESIDENTIAL STORAGE FACILITIES TRACT #2	-	11.21	-	-
OPEN AREA	-	290.09	-	-
TOTAL MISCELLANEOUS	-	321.98	-	-
CURRENT UNDEVELOPED LAND (TOTAL LAMB COUNTY ROAD)	-	436.69	ACRES	-
PERCENT CURRENT UNDEVELOPED LAND IN OPEN AREA	-	64.1	-	-
TOTAL PROJECT	-	445.98	384	0.86

DEVELOPER:  
**Teton Golf Associates LP**  
Broadmoor Company, Inc.,  
General Partner  
PO Box 9655  
Twin Falls, ID 83303-5656

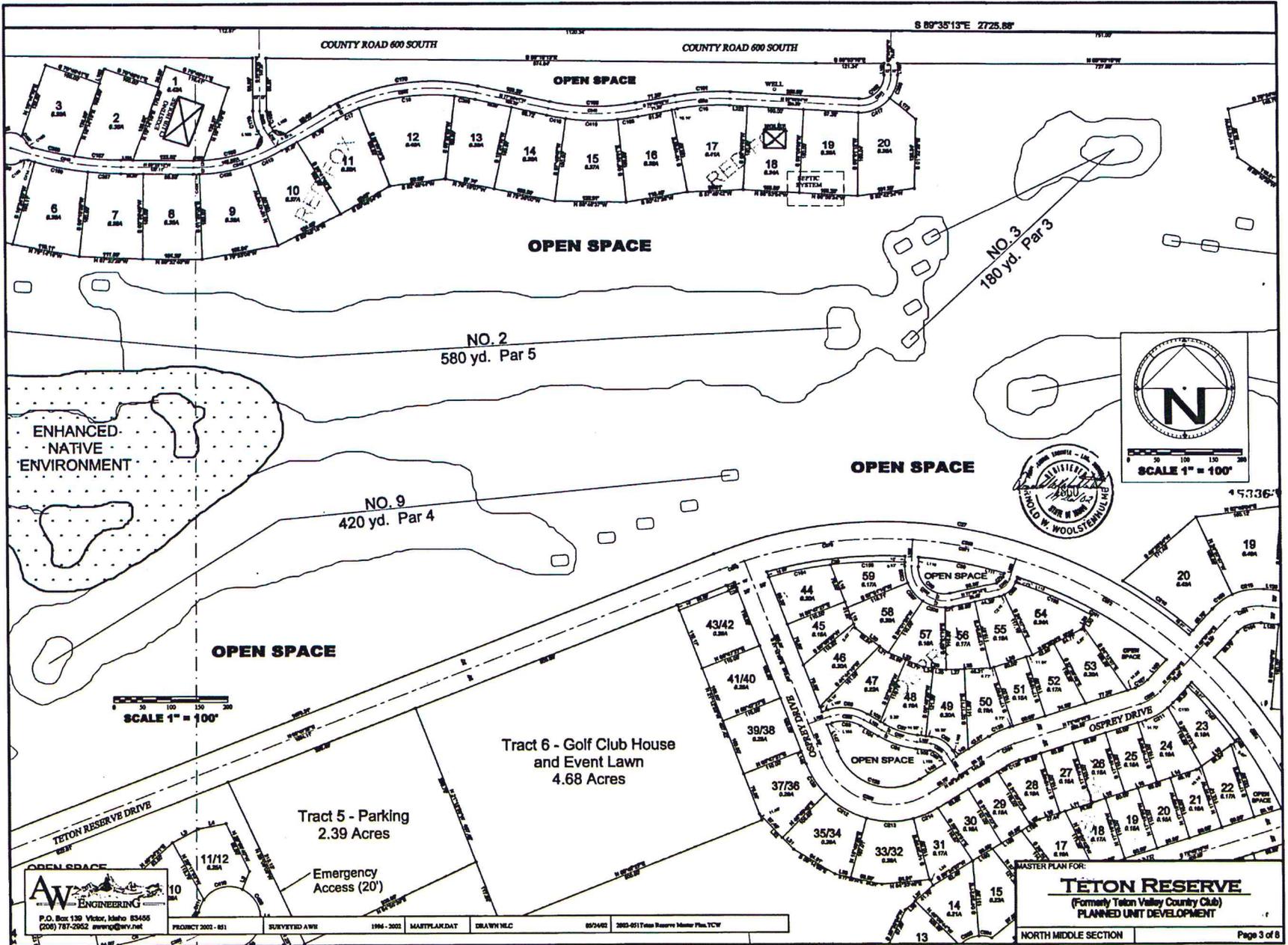
**A PART OF SECTIONS 35 AND 36, TOWNSHIP 4 NORTH,  
RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO**

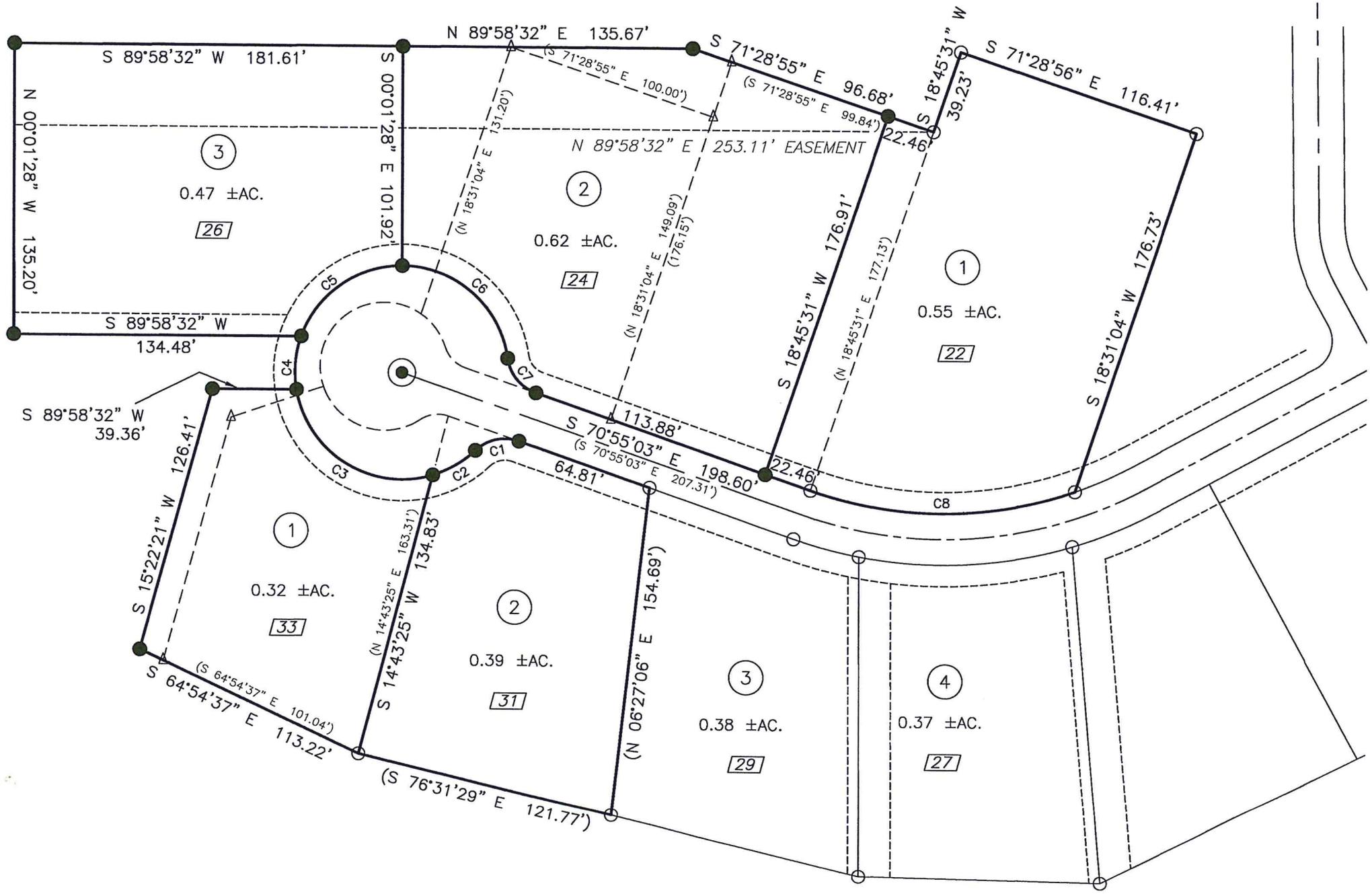
**AW ENGINEERING**  
P.O. Box 139 Victor, Idaho 83455  
(208) 787-2952 aweng@vtr.net



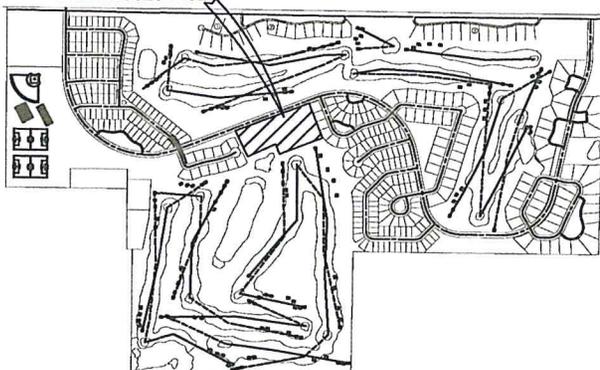
MASTER PLAN FOR:  
**TETON RESERVE**  
(Formerly Teton Valley Country Club)  
PLANNED UNIT DEVELOPMENT  
TITLE PAGE / SHEET INDEX / NOTES Page 1 of 8

PROJECT 2002 - 051	SURVEYED AWE	1996 - 2002	MAP/PLAN/DAT	DRAWN HLC	05/24/02	2002-051 Teton Reserve Master Plan.TCW
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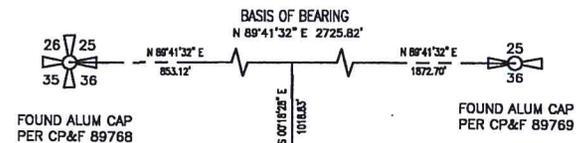
CLUB HOUSE PHASE



OVERVIEW  
NOT TO SCALE

# TETON RESERVE PLANNED UNIT DEVELOPMENT - CLUB HOUSE COMPLEX REPLAT - BLOCK 18

LOCATED IN SECTIONS 35 AND 36, T.4N., R.45E., B.M.  
IN TETON COUNTY, IDAHO



BASIS OF BEARING PER IDAHO STATE PLANE  
COORDINATE SYSTEM 83, EAST ZONE GRID  
BEARINGS. GROUND DISTANCE BASED ON  
SCALE FACTOR OF 1.0002566965



TETON RESERVE DRIVE

BLOCK 18  
6.63 ±Ac.

Future Osprey Area

- Fd 1/2" per Bison Plat 1573.00'
- Fd 5/8" per Bison Plat N 89°41'12" E 1567.31'
- Fd 1/2" per Bison Plat 622.23'

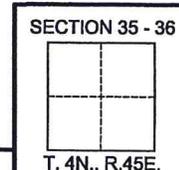
**LEGEND**

- SET 1/2" x 24" REBAR WITH PLASTIC CAP PLS 10900
- FOUND REBAR AS NOTED
- SECTION LINES
- - - RIGHT OF WAY LINES
- NEW LOT LINES
- · - ROADWAY CENTERLINE
- · - 10' UTILITY EASEMENT AS SHOWN
- ORIGINAL LOT LINES
- EXISTING EDGE OF GOLF COURSE

40.00'  
N 39°42'55" E 316.20'  
Bison Area

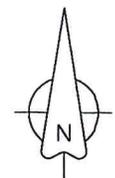
7.15'  
N 63°17'00" E 333.00'  
331.80'  
46.30'  
Fid 1/2" per Clubhouse Plat

40.55'  
N 89°41'12" E 160.55'  
5.2125 ±Ac. E  
Fid 1/2" per Clubhouse Plat



**Dioptra Geomatics**  
TETON RESERVE

Drawn By: SKW      Scale: 1"=60'  
Date: 06-18-07      Project: 05009



ASSESSOR'S CERTIFICATE

PRESENTED TO THE TETON COUNTY ASSESSOR ON THE FOLLOWING DATE FOR APPROVAL AND ACCEPTANCE.

Rebecca Ward 5-17-07  
COUNTY ASSESSOR DATE

RECORDER'S CERTIFICATE

STATE OF IDAHO )  
) SS  
COUNTY OF TETON )

I DO HEREBY CERTIFY THAT THIS PLAT WAS FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_\_\_, AT \_\_\_\_\_

AT THE REQUEST OF \_\_\_\_\_  
INSTRUMENT NUMBER \_\_\_\_\_

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES DUE HAVE BEEN PAID ON THE TRACT OF LAND AS SHOWN ON THIS PLAT.

Bruce Hatch 8-17-07  
COUNTY TREASURER DATE

COMMISSIONERS' CERTIFICATE

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

[Signature] 10-24-07  
CHAIRMAN, COUNTY COMMISSIONERS DATE

PLANNING AND ZONING APPROVAL

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

[Signature] 10-19-07  
CHAIRMAN, PLANNING AND ZONING DATE

HEALTH DEPARTMENT CERTIFICATE

I HEREBY CERTIFY THAT SANITARY RESTRICTIONS AS DESCRIBED IN SECTIONS 50-1326-29, IDAHO CODE, HAVE BEEN SATISFIED AND THIS PLAT IS HEREBY APPROVED BY THIS DEPARTMENT FOR RECORDING.

[Signature] 13 August 07  
DISTRICT HEALTH DEPARTMENT DATE

OWNERS CERTIFICATE

BE IT KNOWN THAT WE, THE UNDERSIGNED OWNERS OF THE SUBDIVISION OF LAND AS HEREIN PLATED AND DESCRIBED, CERTIFY THAT IT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS AND PROPRIETORS OF SAID DESCRIBED LANDS; THAT THE NAME OF THE SUBDIVISION SHALL BE TETON RESERVE; THAT ACCESS TO SAID SUBDIVISION SHALL BE FROM COUNTY ROAD 600 SOUTH; THAT THE SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS TO BE RECORDED WITH THIS PLAT; THAT THE SUBDIVISION IS SUBJECT TO ANY RIGHTS-OF-WAY OR EASEMENTS OF RIGHT OR RECORD AND AS DEDICATE BY THIS PLAT; THAT THE SUBDIVISION IS SUBJECT TO THE RIGHT TO FARM STATED IN IDAHO CODE SECTION 22-4500 AND DOES RECOGNIZE THE NEIGHBORING LAND RIGHTS UNDER THIS PLAT; THAT ALL ROADS WILL BE CONSIDERED PRIVATE ROADS FOR MAINTENANCE, GRADING, SNOW CLEARING, AND RIGHT OF ACCESS TO THE SUBDIVISION. THAT THE OWNER/DEVELOPER OF THE PROJECT WILL BE RESPONSIBLE FOR THE MAINTENANCE AND SNOW CLEARING OF ALL ROADS UNTIL THE HOMEOWNERS' ASSOCIATION ASSUMES RESPONSIBILITY FOR SAID MAINTENANCE AND SNOW CLEARING; THAT THE DEDICATED 10 FOOT UTILITY EASEMENT IS FOR THE USE OF ELECTRIC, TELEPHONE, AND CABLE TV UTILITIES, AND OTHER UTILITIES AS APPROVED BY THE HOMEOWNERS' ASSOCIATION; THAT THE DEVELOPER/OWNER WILL MAINTAIN ALL LANDSCAPING ACCORDING TO THE FINAL LANDSCAPING PLAN SUBMITTED TO THE TETON COUNTY PLANNING AND ZONING COMMISSION UNTIL THE HOMEOWNERS' ASSOCIATION ASSUMES RESPONSIBILITY FOR SAID LANDSCAPING MAINTENANCE.

DESCRIPTION OF LAND BEING DIVIDED:

APART OF SECTIONS 35 AND 36, TOWNSHIP 4 NORTH, RANGE 45 EAST OF THE BOISE MERIDIAN, LOCATED IN TETON COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 2 AND 3 OF BLOCK 1 AND A PORTION OF THE COMMON AREA OF THE TETON RESERVE PLANNED UNIT DEVELOPMENT - AMENDED PHASE 1 SUBDIVISION PLAT AS RECORDED IN THE TETON COUNTY COURTHOUSE

[Signature]  
SAND CREEK LLC, AARON PETERSON  
[Signature]  
CYNTHIA PARDEE  
[Signature]  
TETON VALLEY GOLF ASSOCIATES, PAM WASCHER

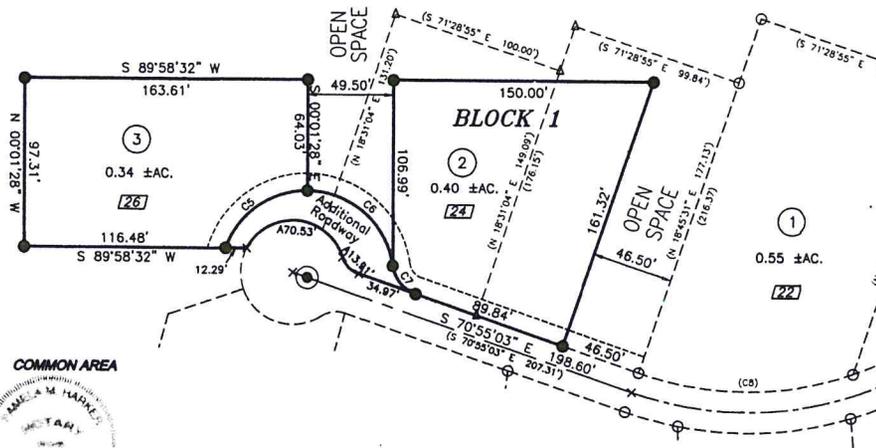
TETON RESERVE  
PLANNED UNIT DEVELOPMENT

REPLAT OF LOTS 2 & 3 BLOCK 1

LOCATED IN SECTIONS 35 AND 36, T.4N., R.45E., B.M.  
IN TETON COUNTY, IDAHO

LEGEND

- ⊙ SET 5/8" x 30" REBAR WITH ALUM CAP PLS 10900
- SET 1/2" x 24" REBAR WITH PLASTIC CAP PLS 10900
- x CALCULATED POINT NOTHING SET IN ASPHALT
- ⊕ FOUND 5/8" REBAR WITH ALUM CAP PLS 10900
- FOUND 1/2" REBAR WITH PLASTIC CAP PLS 10900
- △ FOUND 1/2" REBAR WITH PLASTIC CAP PLS 10900 OLD LOT CORNER REMOVED
- N 90°00'00" W 124.02' NEW BEARINGS AND DISTANCE
- (N 90°00'00" W 124.02') RECORD BEARINGS AND DISTANCE
- ▭ PARCEL STREET ADDRESS
- PROPOSED LOT LINES
- - - EXISTING LOT LINES
- - - OLD LOT LINE
- ROADWAY CENTERLINE
- - - NEW 10' UTILITY EASEMENT AS SHOWN



COMMON AREA

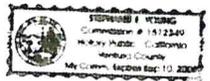


ACKNOWLEDGEMENT - SAND CREEK LLC

STATE OF IDAHO )  
) SS  
COUNTY OF Teton )  
THE EXECUTION OF THE FOREGOING INSTRUMENT BY AARON PETERSON WAS ACKNOWLEDGED BEFORE ME THIS 26 DAY OF July, 2007, BY Aaron Peterson  
WITNESS MY HAND AND OFFICIAL SEAL  
NOTARY PUBLIC Pamela M. Wascher  
MY COMMISSION EXPIRES 01-31-2013

ACKNOWLEDGEMENT - PARDEE

STATE OF CA )  
) SS  
COUNTY OF Ventura )  
THE EXECUTION OF THE FOREGOING INSTRUMENT BY CYNTHIA PARDEE WAS ACKNOWLEDGED BEFORE ME THIS 8th DAY OF May, 2007, BY Cynthia Pardee  
WITNESS MY HAND AND OFFICIAL SEAL  
NOTARY PUBLIC [Signature]  
MY COMMISSION EXPIRES Sep 10, 2008



ACKNOWLEDGEMENT - TETON GOLF ASSOCIATES

STATE OF IDAHO )  
) SS  
COUNTY OF Teton )  
THE EXECUTION OF THE FOREGOING INSTRUMENT BY PAM WASCHER WAS ACKNOWLEDGED BEFORE ME THIS 30 DAY OF July, 2007, BY Pamela Wascher  
WITNESS MY HAND AND OFFICIAL SEAL  
NOTARY PUBLIC [Signature]  
MY COMMISSION EXPIRES 01-31-2013



CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA ANGLE
C4	50.00'	25.37'	25.10'	N 04°58'18" E	29°04'03"
C5	50.00'	61.50'	57.69'	N 54°44'26" E	70°28'12"
C6	50.00'	71.47'	65.54'	N 49°04'21" E	81°54'14"
C7	20.00'	21.92'	20.84'	N 39°31'08" W	62°47'50"
C8	188.00'	126.19'	123.63'	S 89°51'12" W	38°27'30"

SURVEYORS CERTIFICATE

I, Rodney T. Burch, a Registered Professional Land Surveyor in the state of Idaho do hereby certify that this survey was made under my direction of the premises described in the legal description and shown on the accompanying plat upon which this certification appears. I further certify that plat is prepared under my direction and that the monumentation shown conforms with that set on the ground and that the pertinent statutes of the State of Idaho, together with all local ordinances have been complied with.



BASIS OF BEARING PER IDAHO STATE PLANE COORDINATE SYSTEM 83, EAST ZONE GRID BEARINGS. GROUND DISTANCE BASED ON SCALE FACTOR OF 1.0002568965

SECTION 35

**Dioptra Geomat**

TETON RESERVE

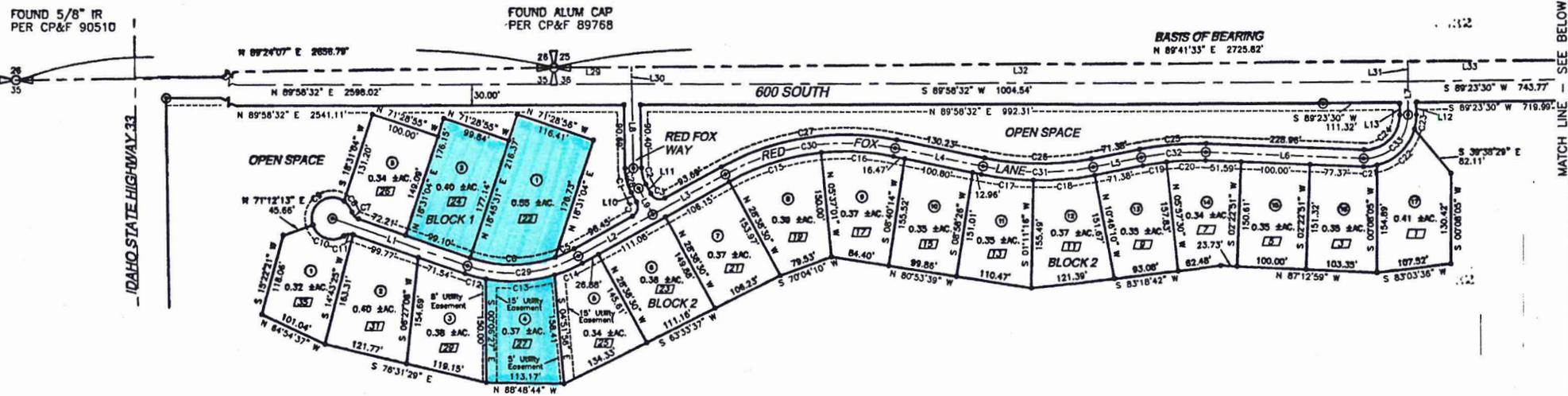
Drawn By: BVB Scale: 1" = 400'

Date: 5-01-07 Project: C

# TETON RESERVE PLANNED UNIT DEVELOPMENT - AMENDED PHASE 1

LOCATED IN SECTIONS 35 AND 36, T.4N., R.45E., B.M.  
IN TETON COUNTY, IDAHO

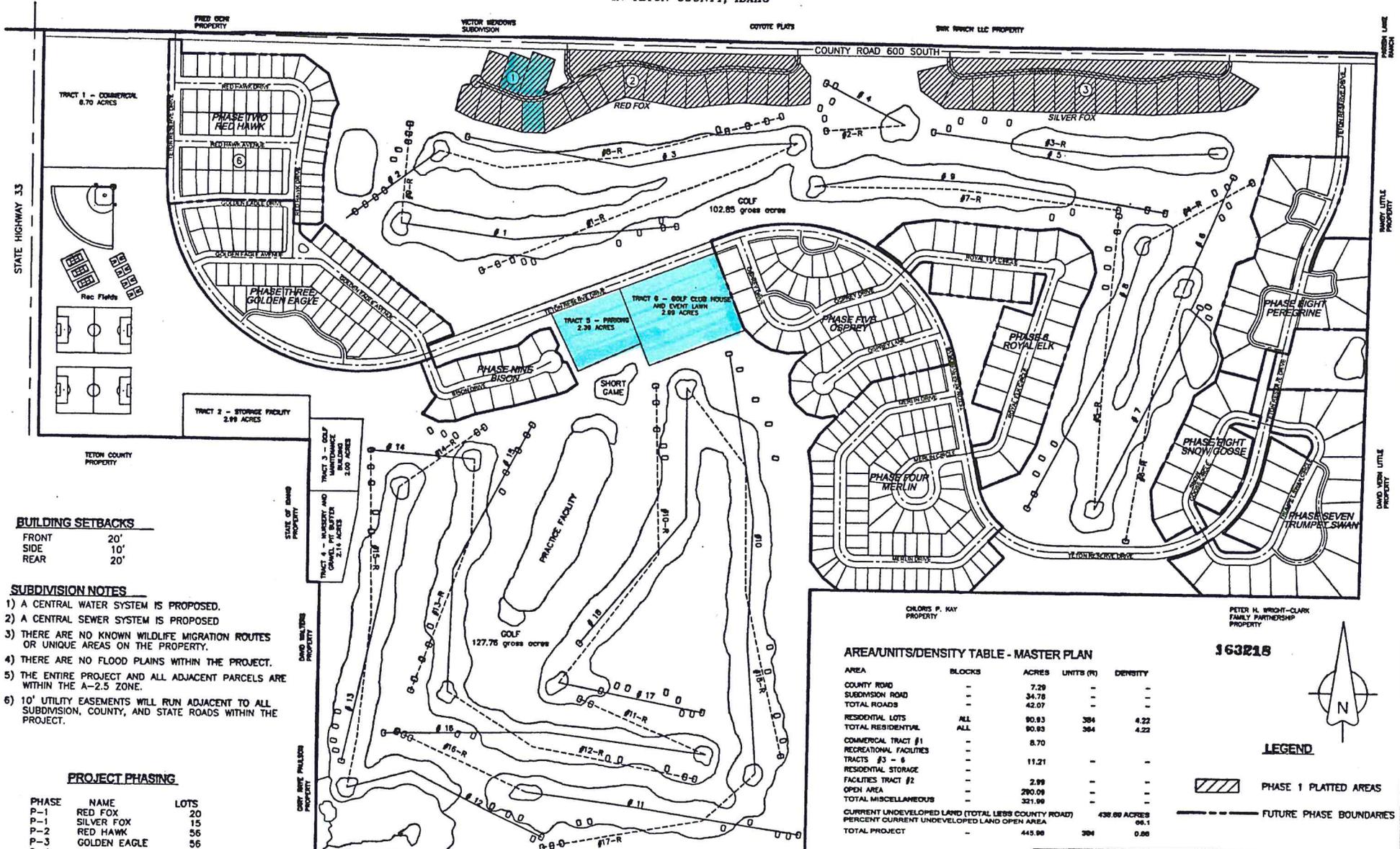
The applicant highlighted Lot 4, but  
the application is for Lot 5.



# TETON RESERVE PLANNED UNIT DEVELOPMENT - AMENDED MASTER PLAN / PHASE MAP

LOCATED IN SECTIONS 35 AND 36, T.4N., R.45E., B.M.  
IN TETON COUNTY, IDAHO

The applicant highlighted Lot 4,  
but the application is for Lot 5.



**BUILDING SETBACKS**

FRONT	20'
SIDE	10'
REAR	20'

**SUBDIVISION NOTES**

- 1) A CENTRAL WATER SYSTEM IS PROPOSED.
- 2) A CENTRAL SEWER SYSTEM IS PROPOSED.
- 3) THERE ARE NO KNOWN WILDLIFE MIGRATION ROUTES OR UNIQUE AREAS ON THE PROPERTY.
- 4) THERE ARE NO FLOOD PLAINS WITHIN THE PROJECT.
- 5) THE ENTIRE PROJECT AND ALL ADJACENT PARCELS ARE WITHIN THE A-2.5 ZONE.
- 6) 10' UTILITY EASEMENTS WILL RUN ADJACENT TO ALL SUBDIVISION, COUNTY, AND STATE ROADS WITHIN THE PROJECT.

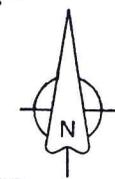
**PROJECT PHASING**

PHASE	NAME	LOTS
P-1	RED FOX	20
P-1	SILVER FOX	15
P-2	RED HAWK	56
P-3	GOLDEN EAGLE	56
P-4	MERLIN	74
P-5	OSPREY	59
P-6	ROYAL ELK	30
P-7	TRUMPET SWAN	20
P-8	SNOW GOOSE	12
P-8	PEREGRINE	16
P-9	BISON	26
TOTAL		384

**AREA/UNITS/DENSITY TABLE - MASTER PLAN**

AREA	BLOCKS	ACRES	UNITS (P)	DENSITY
COUNTY ROAD	-	7.29	-	-
SUBDIVISION ROAD	-	34.78	-	-
TOTAL ROADS	-	42.07	-	-
RESIDENTIAL LOTS	ALL	90.83	384	4.22
TOTAL RESIDENTIAL	ALL	90.83	384	4.22
COMMERCIAL TRACT #1	-	8.70	-	-
RECREATIONAL FACILITIES	-	11.21	-	-
TRACTS #3 - 6	-	2.99	-	-
RESIDENTIAL STORAGE	-	280.09	-	-
FACILITIES TRACT #2	-	321.99	-	-
OPEN AREA	-	438.08	-	-
TOTAL MISCELLANEOUS	-	96.1	-	-
CURRENT UNDEVELOPED LAND (TOTAL LIBS COUNTY ROAD)	-	445.98	384	0.86
PERCENT CURRENT UNDEVELOPED LAND OPEN AREA	-	-	-	-
TOTAL PROJECT	-	-	-	-

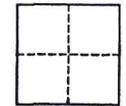
163218



**LEGEND**

- PHASE 1 PLATTED AREAS
- FUTURE PHASE BOUNDARIES

SECTION 35 - 36



**Dioptra Geomatics**

TETON RESERVE

Drawn By: RTB BCW Scale: 1"=300'  
Date: 08-23-04 Project: 04007

SHEET 1 OF 3

T. 4N., R.45E.





**Teton Reserve  
Clubhouse Legal**

Part of Section 36, Township 4 North, Range 45 East Boise Meridian, Teton county, Idaho, described as;

Commencing at the Northwest corner of Section 36, Township 4 North, Range 45 East and running thence N 89°42'32" E 853.12 feet along the north line of said Section 36, thence S 00°18'28" E 1018.83 feet to a point on the south right-of-way line of Teton Reserve Drive, said point being the **True Point of Beginning**;

Thence S 21°55'48" E 407.42 feet along the west line of Osprey Area;

Thence S 68°04'12" W 500.00 feet;

Thence N 21°55'48" W 120.00 feet;

Thence S 63°17'05" W 331.80 feet;

Thence N 26°42'55" W 316.20 feet to a point on the south right-of-way line of Teton Reserve Drive;

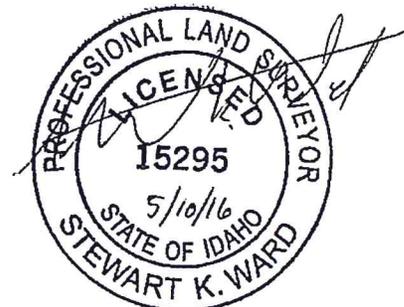
Thence N 68°04'12" E 857.03 feet along the south right-of-way line of Teton Reserve Drive to the **Point of Beginning**.

Parcel contains ±7.06 acres

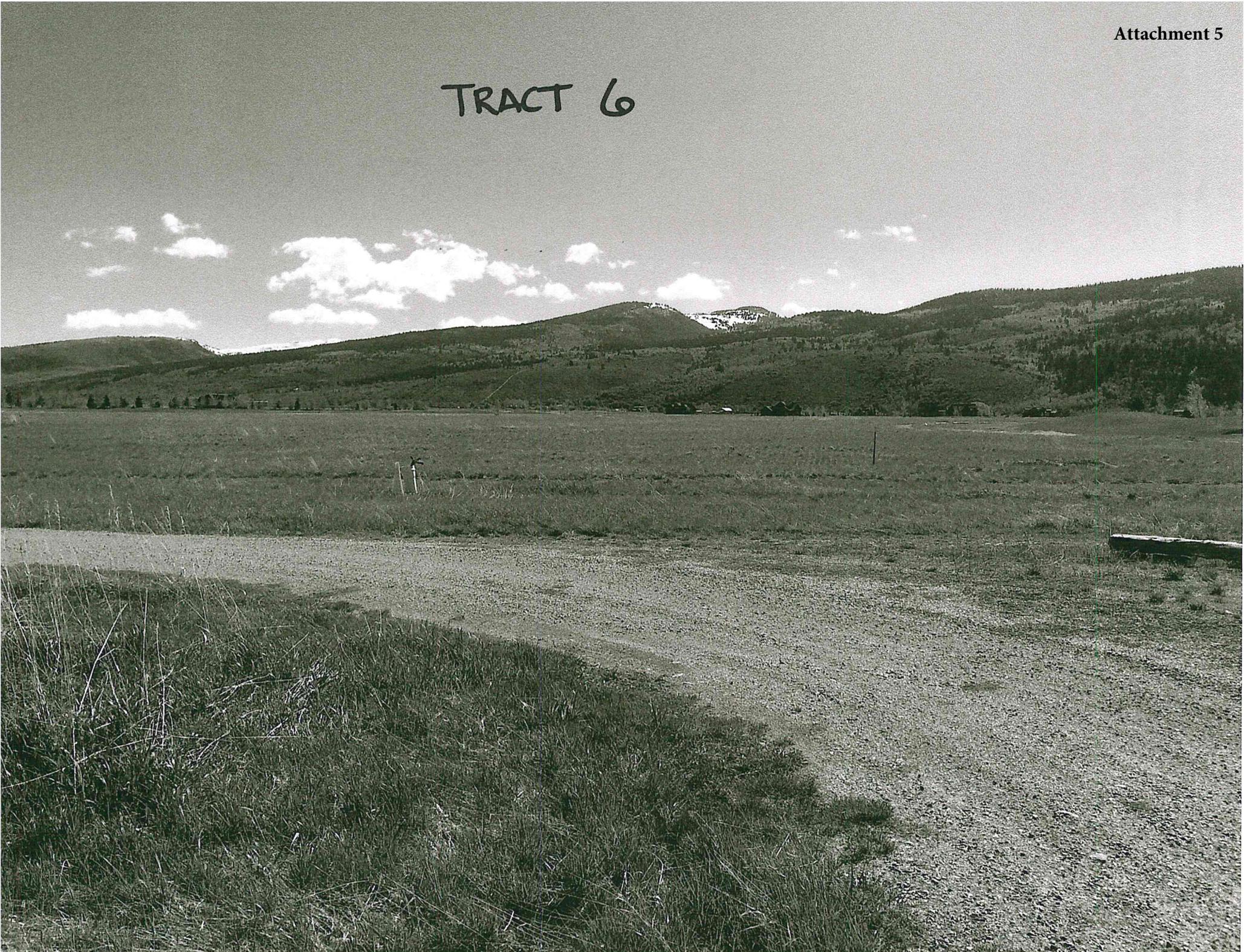
SMB / DRH

May 10, 2016

Z:\projects\2005 Projects\05009 Teton Reserve II\Clubhouse Legal.docx



TRACT 6



TRACT 5





1232

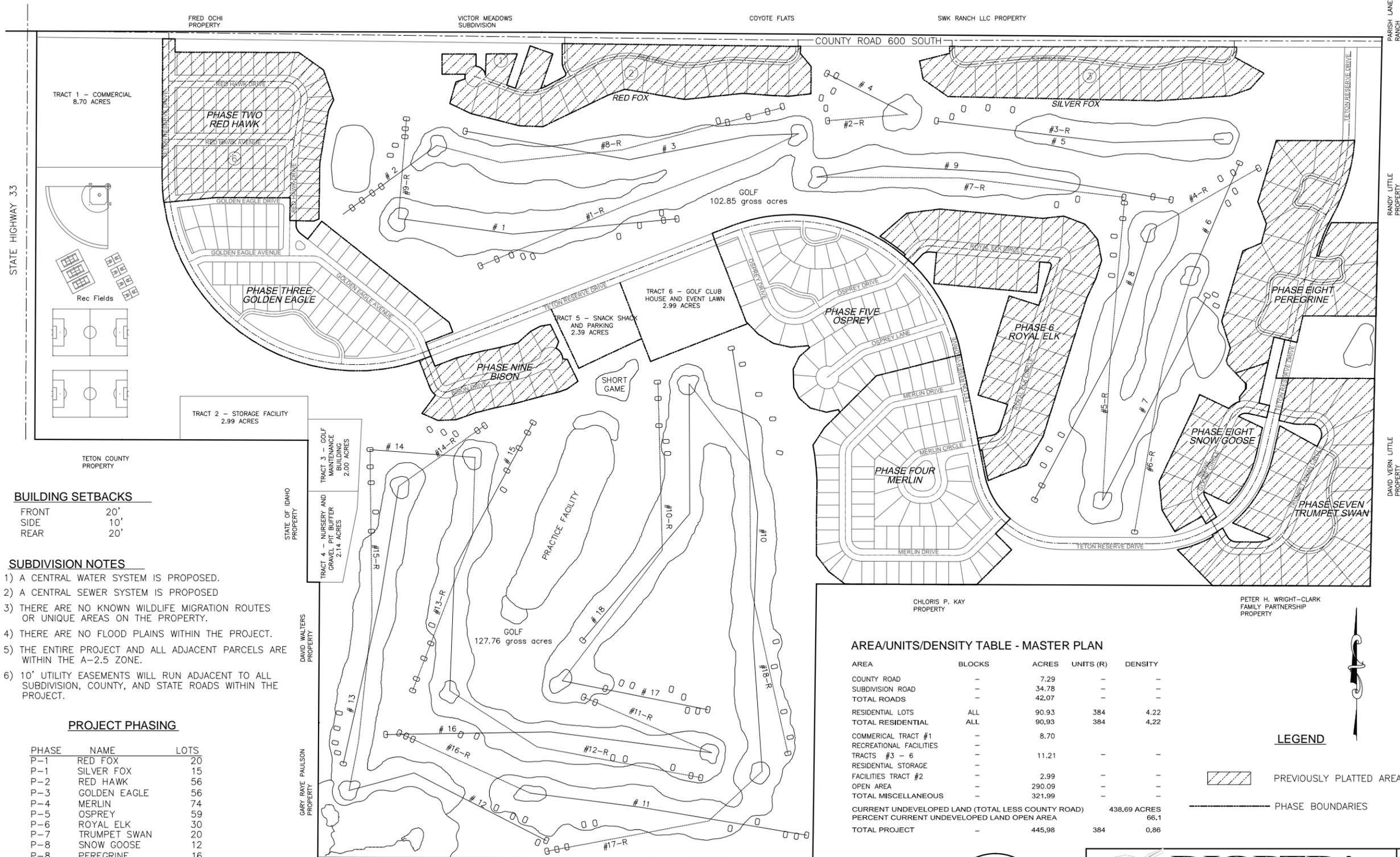


HOUSE - VISITOR CENTER

LIBI

# TETON RESERVE PLANNED UNIT DEVELOPMENT – AMENDED MASTER PLAN / PHASE MAP

LOCATED IN SECTIONS 35 AND 36, T.4N., R.45E., B.M.  
IN TETON COUNTY, IDAHO



**BUILDING SETBACKS**

FRONT	20'
SIDE	10'
REAR	20'

- SUBDIVISION NOTES**
- 1) A CENTRAL WATER SYSTEM IS PROPOSED.
  - 2) A CENTRAL SEWER SYSTEM IS PROPOSED
  - 3) THERE ARE NO KNOWN WILDLIFE MIGRATION ROUTES OR UNIQUE AREAS ON THE PROPERTY.
  - 4) THERE ARE NO FLOOD PLAINS WITHIN THE PROJECT.
  - 5) THE ENTIRE PROJECT AND ALL ADJACENT PARCELS ARE WITHIN THE A-2.5 ZONE.
  - 6) 10' UTILITY EASEMENTS WILL RUN ADJACENT TO ALL SUBDIVISION, COUNTY, AND STATE ROADS WITHIN THE PROJECT.

**PROJECT PHASING**

PHASE	NAME	LOTS
P-1	RED FOX	20
P-1	SILVER FOX	15
P-2	RED HAWK	56
P-3	GOLDEN EAGLE	56
P-4	MERLIN	74
P-5	OSPREY	59
P-6	ROYAL ELK	30
P-7	TRUMPET SWAN	20
P-8	SNOW GOOSE	12
P-8	PEREGRINE	16
P-9	BISON	26
TOTAL		384

**NOTE:**

1. THE PURPOSE OF THIS AMENDED MASTER PLAN IS TO REFLECT THE CHANGE IN USE ON LOTS 1 AND 2, BLOCK 1, LOT 4 BLOCK 2 AND TRACT 5. LOT 1 IS DESIGNATED AS THE CURRENT GOLF CLUBHOUSE, LOT 2 IS DESIGNATED AS THE CLUBHOUSE PARKING AND LOT 4 IS DESIGNATED AS THE EVENTS LAWN. TRACT 5 IS DESIGNATED AS A SNACK SHACK AND PARKING AREA.
2. TRACTS 5 AND 6 AS SHOWN ON THE ORIGINAL MASTER PLAN WILL REMAIN AS FUTURE GOLF CLUBHOUSE AND PARKING.
3. REFER TO THE RECORDED PLATS FOR BEARINGS AND DISTANCES ON ALL AREAS SHOWN AS BEING PREVIOUSLY PLATTED.

CHLORIS P. KAY PROPERTY  
PETER H. WRIGHT-CLARK FAMILY PARTNERSHIP PROPERTY

**AREA/UNITS/DENSITY TABLE - MASTER PLAN**

AREA	BLOCKS	ACRES	UNITS (R)	DENSITY
COUNTY ROAD	-	7.29	-	-
SUBDIVISION ROAD	-	34.78	-	-
TOTAL ROADS	-	42.07	-	-
RESIDENTIAL LOTS	ALL	90.93	384	4.22
TOTAL RESIDENTIAL	ALL	90.93	384	4.22
COMMERCIAL TRACT #1	-	8.70	-	-
RECREATIONAL FACILITIES	-	-	-	-
TRACTS #3 - 6	-	11.21	-	-
RESIDENTIAL STORAGE	-	-	-	-
FACILITIES TRACT #2	-	2.99	-	-
OPEN AREA	-	290.09	-	-
TOTAL MISCELLANEOUS	-	321.99	-	-
CURRENT UNDEVELOPED LAND (TOTAL LESS COUNTY ROAD)	-	-	438.69 ACRES	-
PERCENT CURRENT UNDEVELOPED LAND OPEN AREA	-	-	-	66.1
TOTAL PROJECT	-	445.98	384	0.86

**LEGEND**

PREVIOUSLY PLATTED AREAS

PHASE BOUNDARIES



**DIOPTRA**  
A Company of Geomatics Professionals  
4737 Afton Place, Suite B, Chubbuck, ID. 83202 Ph:208-237-7373  
www.dioptrageomatics.com

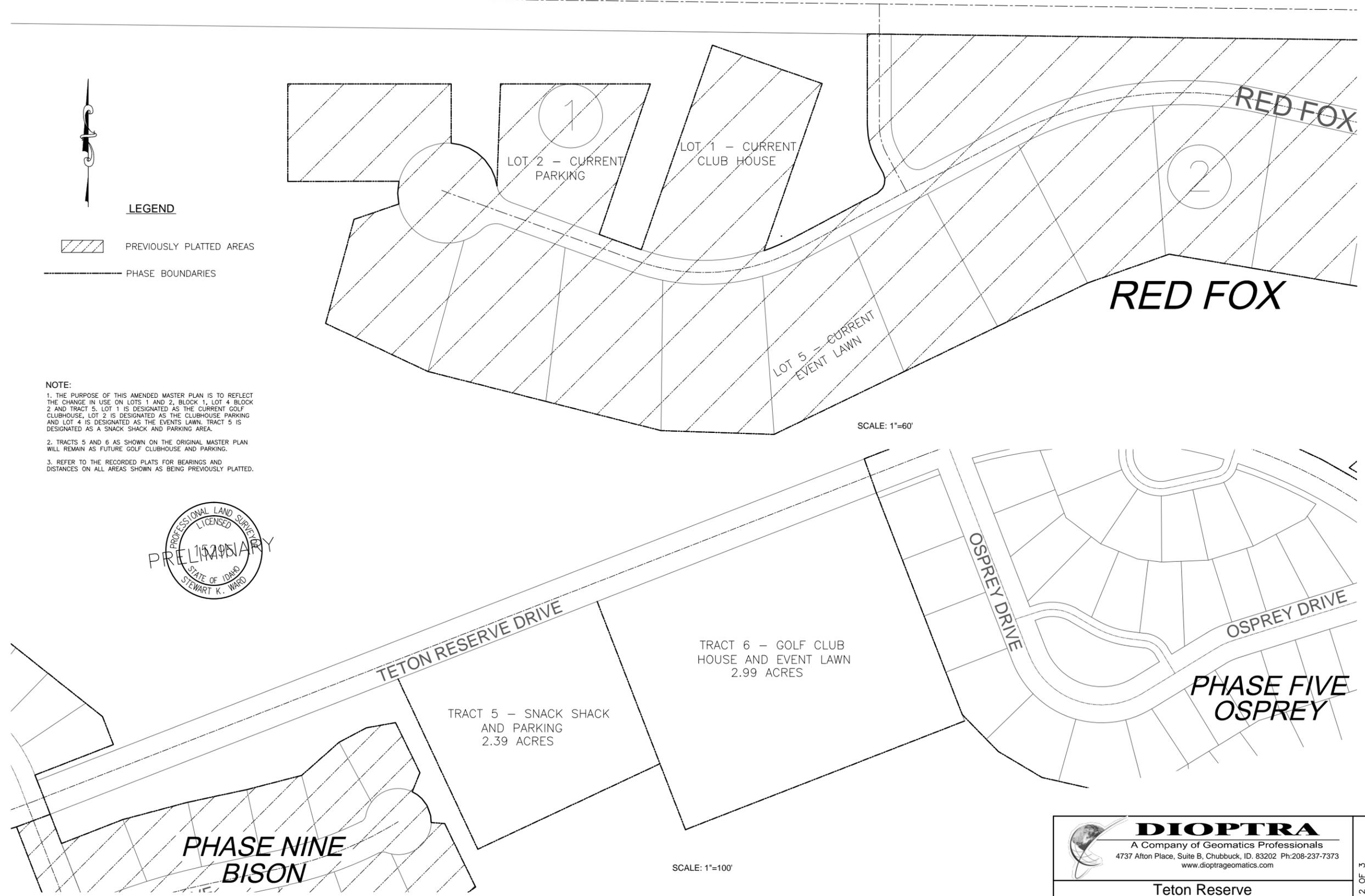
**Teton Reserve**

Drawn By: SKW	Scale: 1"=300'
Date: 05-18-16	Project: 16034

# TETON RESERVE

## PLANNED UNIT DEVELOPMENT – AMENDED MASTER PLAN / PHASE MAP

LOCATED IN SECTIONS 35 AND 36, T.4N., R.45E., B.M.  
IN TETON COUNTY, IDAHO



**LEGEND**

- PREVIOUSLY PLATTED AREAS
- PHASE BOUNDARIES

**NOTE:**

1. THE PURPOSE OF THIS AMENDED MASTER PLAN IS TO REFLECT THE CHANGE IN USE ON LOTS 1 AND 2, BLOCK 1, LOT 4, BLOCK 2 AND TRACT 5. LOT 1 IS DESIGNATED AS THE CURRENT GOLF CLUBHOUSE, LOT 2 IS DESIGNATED AS THE CLUBHOUSE PARKING AND LOT 4 IS DESIGNATED AS THE EVENTS LAWN. TRACT 5 IS DESIGNATED AS A SNACK SHACK AND PARKING AREA.
2. TRACTS 5 AND 6 AS SHOWN ON THE ORIGINAL MASTER PLAN WILL REMAIN AS FUTURE GOLF CLUBHOUSE AND PARKING.
3. REFER TO THE RECORDED PLATS FOR BEARINGS AND DISTANCES ON ALL AREAS SHOWN AS BEING PREVIOUSLY PLATTED.



SCALE: 1"=60'

SCALE: 1"=100'

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<b>Teton Reserve</b>	
Drawn By: SKW	Scale: 1"=300'
Date: 10-12-16	Project: 16034

Sheet: 2 OF 3

**TETON RESERVE**  
**PLANNED UNIT DEVELOPMENT – AMENDED MASTER PLAN / PHASE MAP**

LOCATED IN SECTIONS 35 AND 36, T.4N., R.45E., B.M.  
 IN TETON COUNTY, IDAHO

**OWNERS CERTIFICATE**

BE IT KNOWN THAT WE, THE UNDERSIGNED OWNERS OF THE SUBDIVISION OF LAND AS HEREIN PLATTED AND DESCRIBED, CERTIFY THAT IT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS AND PROPRIETORS OF SAID DESCRIBED LANDS;  
 THAT THE NAME OF THE SUBDIVISION SHALL BE TETON RESERVE;  
 THAT ACCESS TO SAID SUBDIVISION SHALL BE FROM COUNTY ROAD 600 SOUTH;  
 THAT THE SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS TO BE RECORDED WITH THIS PLAT;  
 THAT THE SUBDIVISION IS SUBJECT TO ANY RIGHTS-OF-WAY OR EASEMENTS OF SIGHT OR RECORD AND AS DEDICATED BY THIS PLAT;  
 THAT THE SUBDIVISION IS SUBJECT TO THE RIGHT TO FARM STATED IN IDAHO CODE SECTION 22-4500 AND DOES RECOGNIZE THE NEIGHBORING LAND RIGHTS UNDER THIS LAW;  
 THAT ALL ROADS WILL BE CONSIDERED PRIVATE ROADS FOR MAINTENANCE, GRADING, SNOW CLEARING, AND RIGHT OF ACCESS TO THE SUBDIVISION.  
 THAT THE OWNER/DEVELOPER OF THE PROJECT WILL BE RESPONSIBLE FOR THE MAINTENANCE AND SNOW CLEARING OF ALL ROADS UNTIL THE HOMEOWNERS' ASSOCIATION ASSUMES RESPONSIBILITY FOR SAID MAINTENANCE AND SNOW CLEARING;  
 THAT THE DEDICATED 10 FOOT UTILITY EASEMENT IS FOR THE USE OF ELECTRIC, TELEPHONE, AND CABLE TV UTILITIES, AND OTHER UTILITIES AS APPROVED BY THE HOMEOWNERS' ASSOCIATION;  
 THAT THE OWNER/DEVELOPER WILL MAINTAIN ALL LANDSCAPING ACCORDING TO THE FINAL LANDSCAPING PLAN SUBMITTED TO THE TETON COUNTY PLANNING AND ZONING COMMISSION UNTIL THE HOMEOWNERS' ASSOCIATION ASSUMES RESPONSIBILITY FOR SAID LANDSCAPING MAINTENANCE.

DESCRIPTION OF LAND BEING DIVIDED;

A PART OF SECTIONS 35 AND 36, TOWNSHIP 4 NORTH, RANGE 45 EAST OF THE BOISE MERIDIAN, TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36 AND RUNNING THENCE S 89°35'13" E 2725.88 FEET ALONG THE NORTH LINE OF SAID SECTION 36 TO THE NORTH 1/4 CORNER OF SAID SECTION 36, THENCE S 89°52'43" E 1335.76 ALONG THE NORTH LINE OF SAID SECTION 36 TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, THENCE S 01°15'28" W 2845.87 FEET ALONG THE EAST LINE OF SAID WEST 1/2 OF THE NORTHEAST 1/4 TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 36, THENCE N 89°46'49" W 2675.08 FEET ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 36 TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36, THENCE S 00°44'48" W 1326.50 FEET ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36, THENCE N 89°48'13" W 1056.00 FEET ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35 TO A POINT, THENCE N 00°20'41" E 1325.96 FEET TO A POINT, THENCE N 89°48'54" W 59.44 FEET TO A POINT, THENCE N 00°16'08" E 683.40 FEET TO A POINT, THENCE N 89°48'54" W 1318.36 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 33, THENCE N 00°16'08" E 1966.58 FEET ALONG THE EASTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 33 TO A POINT ON THE NORTHERN SECTION LINE OF SAID SECTION 35, THENCE S 89°52'13" E 2437.31 FEET ALONG THE NORTHERN SECTION LINE OF SAID SECTION 35 TO THE POINT OF BEGINNING.

CONTAINS 445.96 ACRES, MORE OR LESS

\_\_\_\_\_  
 \_\_\_\_\_

STATE OF IDAHO )  
 ) SS  
 COUNTY OF TETON )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY \_\_\_\_\_  
 WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

**PLANNING AND ZONING APPROVAL**

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

CHAIRMAN, PLANNING AND ZONING \_\_\_\_\_ DATE \_\_\_\_\_

**ASSESSOR'S CERTIFICATE**

PRESENTED TO THE TETON COUNTY ASSESSOR ON THE FOLLOWING DATE FOR APPROVAL AND ACCEPTANCE FOR FILING.

COUNTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_

**RECORDER'S CERTIFICATE**

STATE OF IDAHO )  
 ) SS  
 COUNTY OF TETON )

I DO HEREBY CERTIFY THAT THIS PLAT WAS FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_.

AT THE REQUEST OF \_\_\_\_\_

INSTRUMENT NUMBER \_\_\_\_\_

**TREASURER'S CERTIFICATE**

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

COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

**COMMISSIONERS' CERTIFICATE**

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

CHAIRMAN, COUNTY COMMISSIONERS \_\_\_\_\_ DATE \_\_\_\_\_

**COUNTY FIRE MARSHAL CERTIFICATE**

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

COUNTY FIRE MARSHAL \_\_\_\_\_ DATE \_\_\_\_\_

**HEALTH DEPARTMENT CERTIFICATE**

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

EASTERN IDAHO PUBLIC HEALTH, REHS \_\_\_\_\_

DATE \_\_\_\_\_

**REVIEWING SURVEYOR'S CERTIFICATE**

I, THE UNDERSIGNED, BEING A SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT AND FIND THAT IT COMPLIES WITH IDAHO CODE 50-1305 RELATING TO PLATS AND SURVEYS AND APPROVE THIS PLAT FOR FILING.

TETON CO. PLAT REVIEW SURVEYOR \_\_\_\_\_ PLS # \_\_\_\_\_

**SURVEYORS CERTIFICATE**

I, STEWART K. WARD, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE PREMISES DESCRIBED IN THE BOUNDARY DESCRIPTION AND SHOWN ON THIS PLAT UPON WHICH THIS CERTIFICATION APPEARS. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND THAT THE MONUMENTATION SHOWN CONFORMS WITH THAT SET ON THE GROUND AND THAT THE PERTINENT STATUTES OF THE STATE OF IDAHO, TOGETHER WITH ALL LOCAL ORDINANCES HAVE BEEN COMPLIED WITH.

Stewart K. Ward, License No. 15295 \_\_\_\_\_ Date \_\_\_\_\_



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<b>Teton Reserve</b>	
Drawn By: SKW	Scale: 1"=300'
Date: 05-18-16	Project: 16034

**AMENDMENT TO DEVELOPERS AGREEMENT  
FOR  
TETON RESERVE**

This Amendment to Developers Agreement, made the \_\_\_\_ day of November, 2016, by and between Teton County, Idaho, hereinafter called the "County", and TR Golf, LLC, whose mailing address is \_\_\_\_\_, Idaho 83422 (this "Amendment").

WHEREAS, Teton Valley Golf Associates, LP (the "Developer") and the County entered into that certain Final Master Plan Development Agreement (the "DA") dated September 9th, 2002, regarding the Teton Reserve Planned Unit Development (the "Subdivision"), which was recorded in the Teton County Clerk's Office on March 5, 2003 as Instrument # 153426; and

WHEREAS, the Developer caused a plat to be filed in the Teton County Clerk's Office on \_\_\_\_\_, under cover number \_\_\_\_\_ depicting the subdivision (the "Plat"); and

WHEREAS, TR Golf, LLC purchased the unsold lots in the Subdivision from the Developer; and

WHEREAS, TR Golf and the County have agreed to amend the DA and the Plat to make it clear as to what the uses of certain lots in the Subdivision may be used for.

NOW THEREFORE, in consideration of the covenants and conditions set forth herein, the parties hereto agree to amend the DA and the Plat in the following manner:

- 1) The following Article V is hereby added to the DA:

**ARTICLE V  
Permitted Land Uses**

The following are permitted land uses pursuant to Teton County Code Subdivision Ordinance 9-5-3(B) and the referenced lots, blocks, and tracts correlate to the Plat:

- A) Lot 1 Block 1 – club house building with restaurant and bar, retail golf shop, and golf cart storage. In addition, the two rooms attached to the club house may be rented on a nightly basis as an ancillary use to the sports and events facility.
  - B) Lot 2 Block 1 – parking to accommodate the uses for Lot 1 Block 1.
  - C) Lot 5 Block 2 – outdoor events area
  - D) Tract 5 – parking and a building with rest rooms and limited food and beverage services.
  - E) Tract 6 – future club house building, spa, swimming pool, tennis, and other recreation facilities.
- 2) Any inconsistencies between this Amendment and the DA shall be construed in favor of this Amendment, and all other terms and conditions of the DA shall remain unaffected by this Amendment and in full force and effect.
  - 3) This Amendment and the DA shall be construed according to the laws of the State of Idaho.
  - 4) This Amendment shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors, and assigns.
  - 5) The parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Amendment or the DA.

- 6) The invalidity or unenforceability of any provision of this Amendment or the DA shall not affect the other provisions hereof or in the DA and this Amendment shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 7) 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 Amendment or the DA and agree not to challenge this Amendment or the DA 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 Amendment on its behalf have been properly authorized to do so by the County. The Developer hereby warrants and represents to the County (1) that it has the right, power, and authority to enter into this Amendment and to agree to the terms, provisions, and conditions set forth herein, (2) that all legal action needed to authorize the execution, delivery and performance of this Amendment have been taken, and (3) that neither the execution of this Amendment 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.
- 8) The Developer shall have this Amendment recorded in the office of the Teton county Clerk.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first above written.

Teton County

TR Golf, LLC

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

STATE OF IDAHO        )  
                                  ) ss.  
COUNTY OF TETON     )

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_, known and identified to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

SEAL

\_\_\_\_\_  
Notary Public for Idaho

Residing at: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

STATE OF IDAHO        )  
                                  ) ss.  
COUNTY OF TETON     )

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_, known and identified to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

SEAL

\_\_\_\_\_  
Notary Public for Idaho

Residing at: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



**NOTE: This application was rescheduled to November 8, so the applicant could correct an error. This proposal includes Lot 5 of Red Fox, not Lot 4.**

October 14, 2016

**RE:** Notice of Public Hearing and Solicitation for Comments from property owners within 300 feet of a property that has an application for a Subdivision Amendment – “Substantial Changes – Decrease Scale, Impact”.

Dear Property Owners:

This letter is to notify you that an application for a Subdivision Amendment to amend the Master Plan and Development Agreement has been submitted to the Teton County Planning Department by a nearby landowner. Subdivision Amendments are allowed in Idaho State Code and the Teton County Code. This process is intended to provide an efficient procedure for reviewing changes or proposed vacations to previously recorded subdivisions and PUDs, to ensure the revised documents comply with all applicable regulations, and to reduce the intrusion of development into sensitive natural areas of the county and reduce governmental costs associated with scattered development.

The planning staff is soliciting comments from people in the vicinity of the applicant’s property so that we can be aware of neighborhood issues and then include your comments in the packet of information provided to the Planning & Zoning Commission for their consideration prior to the hearing. Please provide comments related to this application and the Subdivision Amendment criteria of approval found in Teton County Code (9-7-1-B-3).

**Applicant:** TR Golf LLC **Landowner:** TR Golf LLC

**Legal Description:** RP003100010010, LOT 1 BLK 1 TETON RESERVE PUD RED FOX PHASE I SEC 35 T4N R45E; RP003100010020, LOT 2 BLK 1 TETON RESERVE PUD RED FOX PHASE I SEC 35 T4N R45E; RP003100010050, **LOT 5 BLK 2 TETON RESERVE PUD RED FOX PHASE I SEC 36 T4N R45E**; RP003100TRAC50, TRACT 5 PARKING TETON RESERVE SUB SEC 36 T4N R45E; RP003100TRAC60, TRACT 6 GOLF CLUB HOUSE & EVENT LAWN TETON RESERVE SUB SEC 36 T4N R45E

**Zoning District:** A-2.5; Victor Area of Impact

**Description of the Request:** TR Golf, LLC is proposing an AMENDMENT to the Teton Reserve PUD Master Plan and Development Agreement to reflect the existing location of the golf clubhouse and parking area, as well as to identify specific uses allowed on those lots. This amendment also identifies an event lawn and retains the original clubhouse/parking lots for future growth of those uses. This amendment is defined as a Substantial Changes – Decrease Scale, Impact request pursuant to the Teton County Code, Section 9-7-1-B-2.

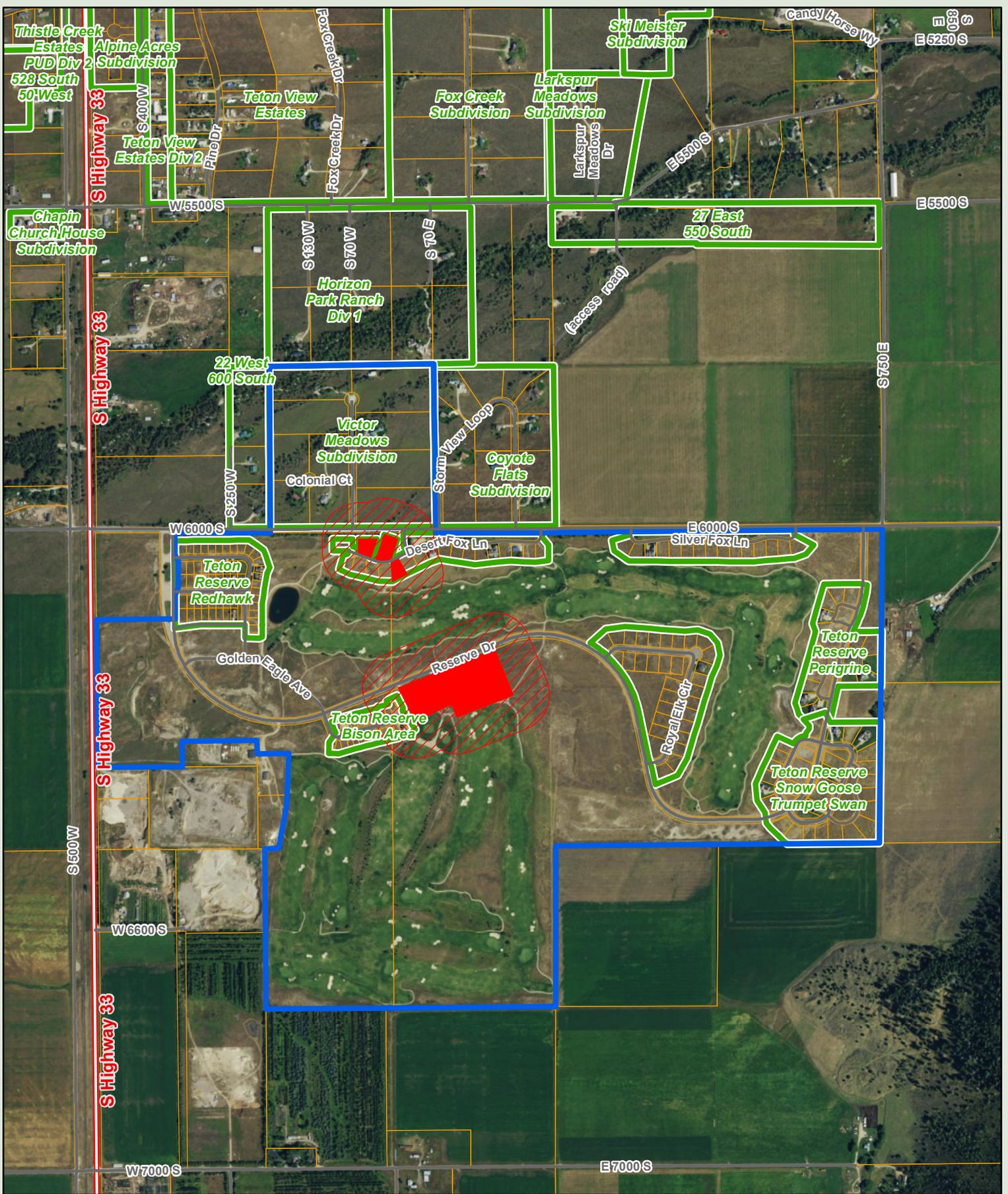
## **PUBLIC HEARING**

The Planning & Zoning Commission will hold a public hearing in the Main Courtroom located on the Third Floor (lower level, southwest entrance) at 150 Courthouse Drive, Driggs, Idaho on **November 8, 2016** on this matter. This application is the second item on the agenda, and it is scheduled to be heard at **5:30 pm**.

Information on the above application is available for public viewing in the Teton County Planning Department at the Teton County Courthouse in Driggs, Idaho. The development application and various related documents are also posted, as they become available, at [www.tetoncountyidaho.gov](http://www.tetoncountyidaho.gov). To view these items, go to the Planning & Zoning Commission department page, then select the 11-8-2016 Meeting Docs item in the Additional Information Side Bar. Written comments will be included in the packet of information provided to the Commission for consideration prior to the hearing if they are received in the Planning Department no later than 5:00pm on November 1, 2016. Written comments may be e-mailed to [pz@co.teton.id.us](mailto:pz@co.teton.id.us), mailed to the address above, or faxed. You may also present your comments in person at the hearing.

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

If you have any further questions, please do not hesitate to contact Kristin Owen, Planning Administrator ([kowen@co.teton.id.us](mailto:kowen@co.teton.id.us)).



**Legend**

- 300 ft Notification Buffer
- Subject Parcel
- Subdivisions / Phases
- Parcels
- Notified Parcels

**TETON RESERVE PUD, PHASE 1  
SUBDIVISION AMENDMENT APPLICATION NOTIFICATION  
(MASTER PLAN & DEVELOPMENT AGREEMENT)**

**Attachment 8**

Printed: October 14, 2016



**Kristin Rader**

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**From:** Judith McKinney [REDACTED]  
**Sent:** Tuesday, October 11, 2016 7:01 PM  
**To:** PZ  
**Cc:** [REDACTED]  
**Subject:** Public Hearing 10-18-2016

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Teton Planning Department:

RE: Comments for proposed Amendment to the Teton PUD Master Plan

I am a homeowner in Teton Reserve and I am very concerned about the proposed variation by TR Golf to the Teton Reserve Master Plan.

My home directly faces the current temporary clubhouse and parking lot. In our original plan those amenities and parking were planned for an off road location on the south border of the community facing the south and open land. The proposal will now make a parking lot part of my permanent view and will be a detriment to the lots that directly interface with the temporary clubhouse and parking lots. I am sure future homeowners will not be pleased with looking at the parking lot and being in the midst of "events." Most likely they will never be able to be sold, and if they are, at a greatly reduced price. The addition of the parking and events will contribute to a higher noise level, traffic and safety concerns. We have no trained staff to accommodate larger groups of people in our community.

I know that this comment is a few hours late. I live out of town and have been away on business for a couple of weeks. All of my neighbors and I are retired or semi-retired and look for a wonderful life in the valley that we love. We chose our location for the great beauty and wilderness qualities that it represents, not a golf course. We need your help in protecting us from the dominance of a business/investor controlled board to protect the regular homeowners from the board's autocratic rule.

The owners of TR golf have never presented a long term plan for their golf course or for the surrounding development. They are also part of the three people who control the HOA board of Teton Reserve. So far, they have been neglectful fiduciaries in their role as board members. They have acted in an irresponsible manner with little or no communication with homeowners, and little documentation required by their position and the bylaws of the HOA. For example, the documents for this request were filed in May and June and your notification was the first we heard of this request even though we had our annual meeting in August and this was not in our minutes nor discussed.

Further, the owners of TR Golf are also in direct conflict of interest in their roles as board members of the HOA and are not acting in the best interest of the homeowners and the Teton Reserve community as a whole. Their interest is primarily for the benefit of their businesses. Since we ultimately as homeowners have no real input into their decisions as three of our board officers control the majority of lots(votes), we look to you to help us make sure that the decisions that you make benefit the homeowners and not their failing business( the golf course is currently losing in excess of \$100,000 per year).

Respectfully submitted,

Judith H McKinney  
[REDACTED]

Victor, ID 83455

Mailing address:

[REDACTED]  
Libertyville, IL 60048

[REDACTED]  
Sent from other than my office.

**Kristin Rader**

---

**From:** Donna Dengler [REDACTED]  
**Sent:** Tuesday, October 11, 2016 4:32 PM  
**To:** PZ  
**Cc:** Donna Dengler  
**Subject:** Public Hearing 10-18-2016

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Comments for proposed Amendment to the Teton Reserve PUD Master Plan.

As a homeowner in the Teton Reserve, I'm very concerned with many issues facing this Subdivision. Bruce Hollis and Ron Horst, Teton Reserve Golf Course owners have never provided homeowners with Audits, board meeting notes, and HOA notes for the past Three years. They are also in violation of numerous Idaho laws with this negligence. I was told by Board Member Robert Anderson if I wanted an Audit I could pay for it myself.

I received a letter from the Teton County P&Z committee requesting a hearing on [October 18](#) concerning a plat amendment. I feel this should not be approved by the P&Z not only due to the possible increased noise, traffic and congestion this plat variance would cause, but also due to the golf course owners negligence and lack of fiduciary responsibilities in running the HOA. There is no consideration in regards to the Homeowners with Bruce Hollis as president. The running of the current HOA is plagued with legal difficulties. Please post-pone any approval of an Amendment to the Teton Reserve PUD Master Plan until these legal issues are resolved. Your consideration in this matter would be greatly appreciated.

Respectfully Submitted by,

Donna Dengler  
[REDACTED]  
Victor, Idaho 83455

Sent from my iPhone