

RENDEZVOUS ENGINEERING, P.C.
Civil Engineers, Land Planners and Landscape Architects in Wyoming and Idaho

MEMORANDUM

DATE: April 2, 2016
TO: Darryl Johnson, P.E., P.L.S.
FROM: Bob Ablondi, Idaho P.E. 5994 
RE: River Rim / Traffic Projections / Proposed Amendment No. 7

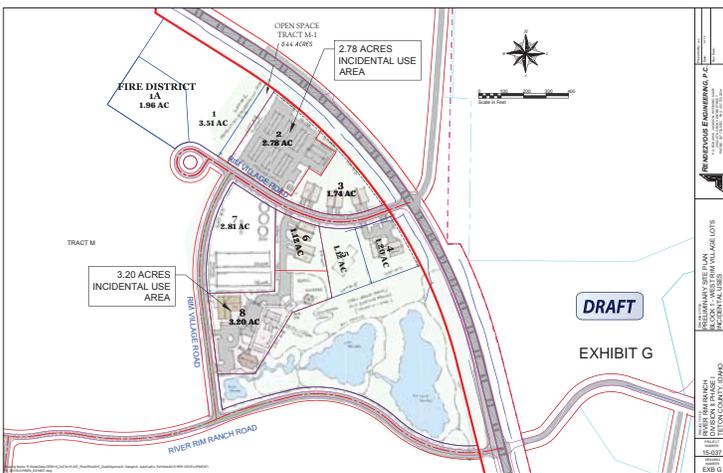
Attached are updated traffic projections for River Rim Ranch based upon a previous analysis prepared in October of 2013. Although the primary purpose of the 2013 traffic analysis was to investigate traffic impacts to County Road 9400 West, the same approach applies to this update which is intended to determine traffic impacts for proposed Amendment No. 7. A copy of the 2013 information is attached for reference.

Attached Table 1 shows the five areas within the project where changes are proposed. We have assigned traffic trips based upon our best judgement of the land use type within the ITE manual and consideration of the remote location of River Rim. As previously noted, the ITE standards would allow a lower number of trips for recreational homes which would apply here however we have kept with the 9.5 trips per day for the residential portion of the development for comparison to the 2013 projects.

Based upon this analysis, the predominant traffic impact is expected to occur at the main entrance where more than 91 percent of the trips expected to enter and exit. This analysis projects that about 4.5% of the traffic would enter and exit at the County Road 9400 West intersection and the remainder or about 4.2% at the north entrance to the Rim Village intersection.

We have also attempted to project traffic growth over time. In this example we use a 2.4 percent annual growth for the residential traffic (an average of about 6 units per year) but have elected to add larger blocks of traffic for the non-residential portion to simulate the introduction of a group of units associated with the golf village and hospitality suites. There is no specific schedule for the hospitality suite construction. However we took this approach instead of a regular annual growth rate given the method in which these units are typically completed. The data used to make these projections are attached as Table 2.

Although this approach may accelerate the actual projected traffic, the end result in not significantly different nor is the conclusion that turning lanes will be needed at this main entrance. As you are aware, the east/south bound portion of the turning lanes were previously completed in association with the work that took place in 2007. There is already a letter of credit for the west/north bound portion which is currently planned to be



constructed with the main road paving. This main loop paving is required when the development reaches 200 ADT currently estimate for about 2018.

Also based upon these projections there does not appear to be need for turning lanes at the north entrance or County Road 9400 West unless required by ITD. Given the current level of use and speed assigned to this section, only the turning lanes at the main entrance would appear necessary.



TABLE 1. RIVER RIM RANCH - FUTURE TRAFFIC PROJECTIONS - BASED UPON PROPOSED AMENDMENT NO. 7 (April 1, 2016 update)

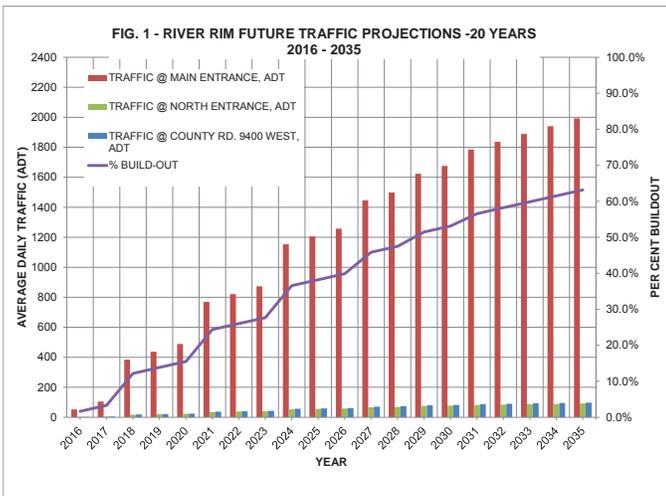
DESCRIPTION	PROPOSED USE	RESIDENTIAL UNITS	OTHER UNITS	ADT PER UNIT	TOTAL ADT	% TRAFFIC ASSIGNED TO 9400 WEST	TRAFFIC @ COUNTY RD. 9400 WEST, ADT	% TRAFFIC ASSIGNED NORTH ENTRANCE	TRAFFIC @ NORTH ENTRANCE, ADT	TRAFFIC @ MAIN ENTRANCE, ADT
BLOCK 1 (West Rim Commercial)	Employee Units		12	6.0	72	2%	1	50%	35	35
	Miscellaneous				100	2%	2	50%	49	49
BLOCK 2	Single Family Residential	8		9.5	76	5%	4	2%	1	71
BLOCK 4	Single Family Residential	22		9.5	209	5%	10	2%	4	195
BLOCK 5	Single Family Residential	41		9.5	390	5%	19	2%	7	363
BLOCK 6	Single Family Residential	28		9.5	266	5%	13	2%	5	248
BLOCK 6 (South End)	Driving Range /Open Space	0		9.5	0	5%	0	2%	0	0
BLOCK 7	Single Family Residential	16		9.5	152	5%	8	2%	3	142
BLOCK 8	Single Family Residential	12		9.5	114	5%	6	2%	2	106
BLOCK 9	Single Family Residential	25		9.5	238	5%	12	2%	5	221
BLOCK 10	Single Family Residential	4		9.5	38	10%	4	2%	1	34
TRACT A	Single Family Residential	8		9.5	76	5%	4	2%	1	71
TRACT B	Single Family Residential	10		9.5	95	5%	5	2%	2	88
TRACT C	Cluster Cabins	62		9.5	589	5%	29	2%	11	548
TRACT D	Hospitality Suites		48	5.0	240	2%	5	2%	5	230
TRACT E ²	Employees		75	3.0	225	2%	5	2%	4	216
	Miscellaneous				75	2%	2	2%	1	72
	Hospitality Suites		48	5.0	240	2%	5	2%	5	230
TRACT G ⁴	O&M, Employees		30	3.0	90	5%	5	2%	2	84
NORMAN RANCH	Single Family Residential	18		9.5	171	10%	17	1%	2	152
TOTALS		254			3,455	4.5%	155		145	3155



TABLE 2. RIVER RIM -- TRAFFIC PROJECTIONS

TOTAL RESIDENTIAL UNITS	254
UNITS PER YEAR	6
% PER YEAR	2.4%
Residential Traffic	2413
Other Traffic	1042
TOTAL TRAFFIC	3455
RESIDENTIAL TRAFFIC INCREASE PER YEAR	57

NO.	YEAR	TOTAL ADT	100%	4.48%	91.3%	4.2%	OTHER TRAFFIC, ADT	% BUILD-OUT
			TRAFFIC @ COUNTY RD. 9400 WEST, ADT	TRAFFIC @ MAIN ENTRANCE, ADT	TRAFFIC @ NORTH ENTRANCE, ADT			
1	2016	57	3	52	2			1.6%
2	2017	114	5	104	5			3.3%
3	2018	421	19	384	18	250		12.2%
4	2019	478	21	436	20			13.8%
5	2020	535	24	489	23			15.5%
6	2021	842	38	769	35	250		24.4%
7	2022	899	40	821	38			26.0%
8	2023	956	43	873	40			27.7%
9	2024	1263	57	1153	53	250		36.6%
10	2025	1320	59	1205	56			38.2%
11	2026	1377	62	1257	58			39.9%
12	2027	1584	71	1446	67	150		45.8%
13	2028	1641	73	1499	69			47.5%
14	2029	1778	80	1624	75	80		51.5%
15	2030	1835	82	1676	77			53.1%
16	2031	1954	87	1784	82	62		56.6%
17	2032	2011	90	1836	85			58.2%
18	2033	2068	93	1888	87			59.9%
19	2034	2125	95	1940	89			61.5%
20	2035	2182	98	1993	92			63.2%
21	2036	2239	100	2045	94			64.8%
22	2037	2296	103	2097	97			66.5%
23	2038	2353	105	2149	99			68.1%
24	2039	2410	108	2201	101			69.8%
25	2040	2467	110	2253	104			71.4%
26	2041	2524	113	2305	106			73.1%
27	2042	2581	116	2357	109			74.7%
28	2043	2638	118	2409	111			76.4%
29	2044	2695	121	2461	113			78.0%
30	2045	2752	123	2513	116			79.7%
31	2046	2809	126	2565	118			81.3%
32	2047	2866	128	2617	121			83.0%
33	2048	2923	131	2669	123			84.6%
34	2049	2980	133	2721	125			86.3%
35	2050	3037	136	2773	128			87.9%
36	2051	3094	138	2825	130			89.6%
37	2052	3151	141	2877	133			91.2%
38	2053	3208	144	2929	135			92.9%
39	2054	3265	146	2981	137			94.5%
40	2055	3322	149	3034	140			96.2%
41	2056	3379	151	3086	142			97.8%
42	2057	3436	154	3138	145	1042		99.5%



Note: Traffic increase assumes average of five new units per year. See Table 1 for trip generation data at build-out.

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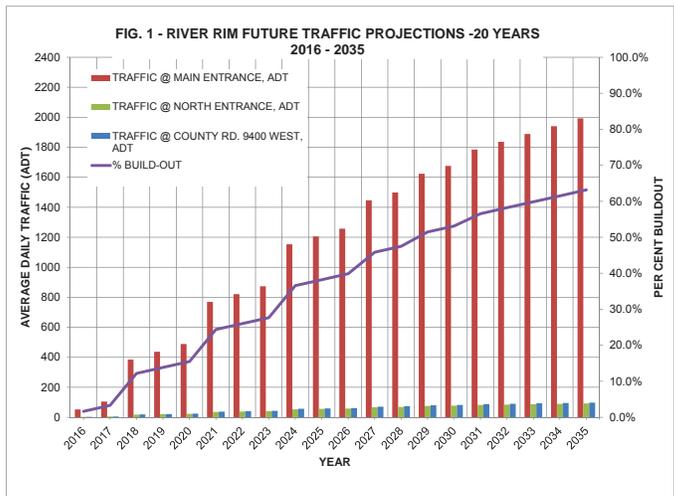
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MEMORANDUM

DATE: October 30, 2013

TO: Jay Mazalewski, P.E.

FROM: Bob Ablondi, Idaho P.E. 5994



RE: River Rim / Traffic Projections and Need for Paving North Section of County Road 9400 West

CC: Teton County Board of Commissioners

Future use of the north section of County Road 9400 West (See attached Exhibit 1) by homeowners in the River Rim development is expected to be limited. A number of key factors contribute to this expectation as described below:

- 1) Availability of a shorter, paved road to access Highway 33 along River Rim Ranch Road.
- 2) Superior access with good site distance and turning lanes at the River Rim Ranch Road - Highway 33 intersection.
- 3) Primary destinations of Teton, Driggs, Victor and other principal attractions for residents of River Rim located to the south.
- 4) Reluctance by most drivers to select a gravel road that requires a slower speed and longer distance to access Highway 33.

Although it is difficult to specifically quantify how the above factors will affect actual use, there is a strong rationale to assign only a limited proportion of the traffic from River Rim to the north section of the county road. This also includes traffic from the south section of County Road 9400 West which is also more likely to access Highway 33 along River Rim Ranch Road

For purposes of this analysis we have assigned 5% of the total projected trips from lots that are located along the West Rim Place Loop Road (East and West) to the north county road section. These lots will access the paved roads within River Rim and will link directly with River Rim Ranch Road and Highway 33. We have assigned a smaller 2% of total traffic to the properties within the West Rim Commercial Village area (Block 1) given their close proximity to Highway 33 and presence of two access points to the state highway. In addition, access along the north County Road to any destination from the West Rim commercial area would be longer and less convenient. We have assigned a higher percentage of the traffic from the 18 future lots in the Norman Ranch (Phase II) and four

25 South Gros Ventre Street - Post Office Box 4558 - Jackson, Wyoming 83001
Phone - 307.733.5252 Fax - 307.733.2334

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33	2048	2923	131	2669	123		84.6%
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41	2056	3379	151	3086	142		97.8%
42	2057	3436	154	3138	145	1042	99.5%

Block 10 lots because these properties access directly onto County Road 9400 West and are less connected to the internal roads within River Rim. The majority of traffic from these lots is still expected to turn off the County Road onto River Rim Ranch Road rather than the north section of County Road 9400 West for the same reasons mentioned above.

Future traffic for River Rim Division II Phase I is projected in Table 1 based upon the updated units proposed for the most current amendment (Amendment No. 5 currently under consideration by the Board of County Commissioners). This includes all development areas except Block 3 and Tract I which do not impact County Road 9400 West and instead access directly on to Poleline Road. The projections were based upon a 9.5 trip per day per unit, which represents the standard Institute of Transportation Engineers (ITE) trip generation factor for a conventional single family detached dwelling¹. This same factor was used for all unit types including the bed and breakfast units associated with the West Rim commercial area. An additional 100 ADT was also included for the miscellaneous uses associated with this area. The overall results project that at full build-out, a total of 3,292 trips would occur in Phase I with a total of 167 trips or about 5.1% projected to use the north section of County 9400 West. This is based upon a total buildout of 336 units as summarized in Table 1.

Equally important to the analysis of road impacts is the timing of the traffic and anticipated long term buildout period for River Rim. Although there are many variables affecting future growth, attached Figure 1 projects traffic on the basis of adding an average of five (5) units per year over the next twenty years. At this sustained rate, total trips are projected to reach 980 in twenty years (2014-2033). Trips on the north section of County Road 9400 West from River Rim development are projected to reach 50. Although the use percentages, trip generation rates and growth rates are all variables in this analysis, the projections show that it will be many years -- if ever -- before average daily traffic on the north section of 9400 West approaches the 200 ADT minimum threshold recommended for asphalt pavement. Bonding for such a long time period creates a financial hardship and significantly impacts the ability to sell the overall project to new owners.

Given that the difficulties in projecting traffic patterns in a new development, lack of existing data and the uncertainties with future growth patterns, we would recommend that actual trip counts be performed in the future to determine if paving will be required. Attached Exhibit 1 shows the proposed location of where the trips should be measured. Only when ADT reaches the 200 total trips per day, should there be consideration of paving the north section of the county road.

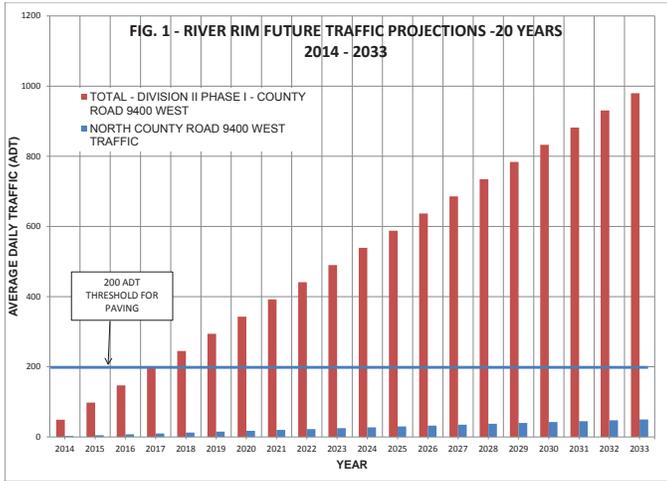


TABLE 1. RIVER RIM RANCH - FUTURE TRAFFIC PROJECTIONS - COUNTY ROAD 9400 WEST

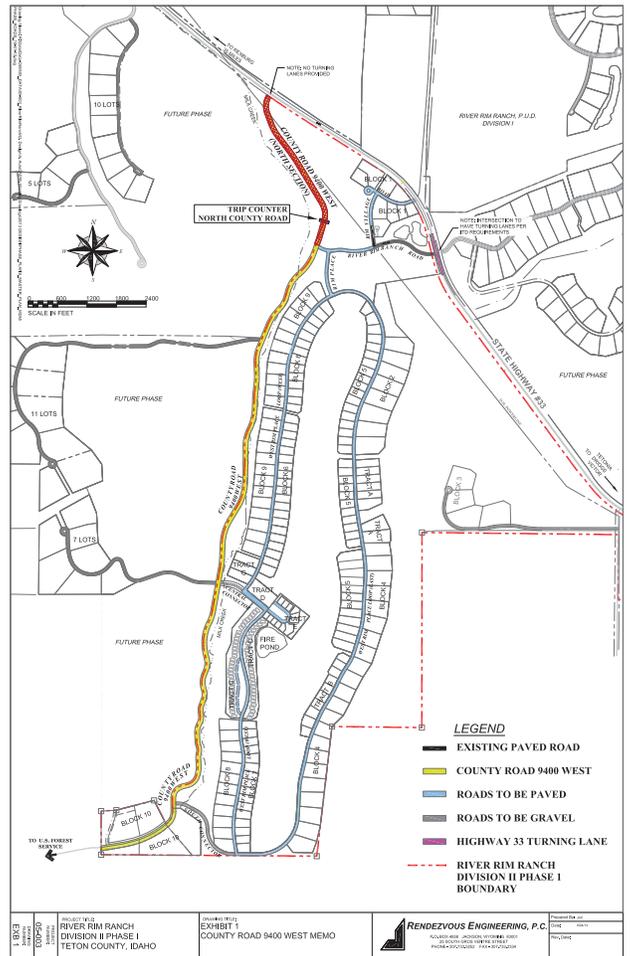
DESCRIPTION	PROPOSED USE	PROPOSED NO. UNITS	ESTIMATED ADT PER UNIT ²	TOTAL ADT	PER CENT TRAFFIC ASSIGNED TO 9400 WEST, NORTH SECTION	TOTAL ESTIMATED ADT - 9400 WEST NORTH SECTION
BLOCK 1 (West Rim Commercial) ¹	Lodge, Bed and Breakfast	16	9.5	152	2%	3
	Miscellaneous			100	2%	2
BLOCK 2	Single Family Residential	8	9.5	76	5%	4
BLOCK 4	Single Family Residential	22	9.5	209	5%	10
BLOCK 5	Single Family Residential	40	9.5	380	5%	19
BLOCK 5, LOT 1B	Single Family Residential	1	9.5	9.5	5%	0
BLOCK 6	Single Family Residential	28	9.5	266	5%	13
BLOCK 6 (South End) ²	Single Family Residential	6	9.5	57	5%	3
BLOCK 7	Single Family Residential	16	9.5	152	5%	8
BLOCK 8	Single Family Residential	12	9.5	114	5%	6
BLOCK 9	Single Family Residential	25	9.5	238	5%	12
BLOCK 10	Single Family Residential	4	9.5	38	10%	4
TRACT A	Single Family Residential	8	9.5	76	5%	4
TRACT B	Single Family Residential	10	9.5	95	5%	5
TRACT C	Cluster Cabins	62	9.5	589	5%	29
TRACT D	Cluster Cabins	45	9.5	428	5%	21
TRACT E ²	Single Family Residential	12	9.5	114	5%	6
TRACT G ²	Single Family Residential	3	9.5	29	5%	1
NORMAN RANCH (PHASE II)	Single Family Residential	18	9.5	171	10%	17
TOTALS		336		3,292	5.1%	167

¹ Note: Trip generation, ADT, for "Recreational Homes" per ITE standards (Trip Generation) is only 3.2 per dwelling unit. This is due in part to having fewer school age children and typically fewer residents per unit which would apply to a significant portion of the River Rim units.

Notes:
1) Miscellaneous uses limited by development agreement
2) The proposed lots in Block 6, Tract E and Tract G, total of 21 units, would be converted to cluster units located on Tract E if the golf course is constructed.
3) Standard detached residential factor of 9.5 ADT per unit per ITE Trip Generation data.



Note: Traffic increase assumes average of five new units per year. See Table 1 for trip generation data at build-out.



ITD 2109 (Rev. 06-04)

Right-Of-Way Encroachment Application And Permit Approaches And Other Encroachments

Permit Number # 06-06-109	Application Date Jan 12, 2006	Project Number SR-RS-6830 (17)
Route New 33	Segment 002460	C/L Milepost 125.538
City/County New 33	Right/Left Right	Dist. From Nearest Approach
Sight Distance	Right (ft)	Left (ft)
GPS Coordinates 11° 16' 39"	Latitude	Longitude 43° 51' 04"
Posted Speed 65 MPH	Application Fee \$ 50.00	Elevation (ft) 6130
Inspection Fee Req'd	Performance Bond Req'd	Traffic Impact Study Req'd
Access Control Type (U-V)	Roadway Type (Urban, Rural)	Number of Lanes
Access Permit Type	Quantity	Width / Size
Approach	Max 1	30' wide
Culvert (if req'd)	one	24" x 60"
Approach Type	Residential (SF, MF)	Lt. Commercial
Remarks	small commercial area being developed to serve subdivision	

Attach the following:

- A completed Encroachment Checklist, applicable ownership documents, multiple approach permit sheets.
- Written authorization from the owner (if needed).
- Plans or drawings (3 sets) showing proposed work, approach locations, drainage details, landscaping, striping plans, and traffic control. (Include Department roadway alignment or project plans when available.)
- Special Provisions and Traffic Control Plans.

I certify that I am the Owner or Authorized Representative of the property to be served and request permission to construct the above facilities within the State Highway Rights-of-Way in accordance with the General Provisions printed on the reverse side of this form, the Special Provisions, and the Plans made a part of this permit. This permit SHALL BE VOID if all work is not completed and the Department has not made final inspection and approval within one year of the issuance date.

Owner's Name (Printed) West Rim LLC	Address P.O. Box 337	City TETONIA	State ID	Zip 83455
Owner's Signature Roger Hoopes	Owner's Phone 208-456-8300	Owner's Fax same		
Authorized Representative's Name (Printed) Arnell Wiestenhouse	Address Box 139	City Victor	State ID	Zip 83455
Authorized Representative's Signature Arnell Wiestenhouse	Representative's Phone 208-787-9953	Representative's Fax 787-2957		
Local Government Approval When Required		Department Approval		
Government Official's Signature	Title	Date	Chef / District Engineer's Signature	Date
			Tom Cole by VRT	4/20/06

Note: Permit will be considered Temporary until final inspection and approval by a Department representative.

ITD 2109 (Rev. 06-04)
Reverse Side

General Provisions

- During the progress of all work, traffic control devices shall be erected and maintained as necessary or as directed for the protection of the traveling public. All traffic control devices shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State. Parked equipment and stored materials shall be as far from the main traveled way as feasible. Items left overnight within 30 feet of the main traveled way shall be marked and/or protected.
- By signing this permit, the permittee, his designated representative or successors, agree to indemnify, save harmless, and defend regardless of outcome the State from the expenses of and against all suits or claims, including costs, expenses, and attorney fees that may be incurred by the State from any act or omission, neglect, or misconduct of the permittee or its contractor in the design, construction, and maintenance of the work, which is the subject of this permit.
- Approaches shall be for the bona fide purpose of securing access and not for parking, conducting business, or servicing vehicles on the highway right-of-way.
- Any disturbance of the highway and/or traffic control devices shall be restored to the satisfaction of the District Engineer.
- If the work done under this permit interferes in any way with the drainage of the state highway, the permittee shall, at his sole expense, make such corrections as necessary or as directed by the District Engineer.
- Upon completion of the permitted work, all rubbish and debris shall be immediately removed from the work area to the satisfaction of the District Engineer.
- All work herein permitted shall conform to current government and industry standards under the supervision and to the satisfaction of the District Engineer, and the entire expense of said supervision shall be borne by the permittee.
- This permit or privilege granted under ITD 02109 shall not be deemed or held to be an exclusive one and shall not prohibit the State from using any of its highways, streets, or public places or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered. The State reserves the right to make at any time such modification, addition, repair, relocation, or removal of an existing encroachment(s) or its appurtenances or any encroachment(s) or subject(s) authorized by this permit within the highway right-of-way as may be on or adjacent to the highway.
- Any modification, relocation, or removal required due in part to negligence of the permittee shall be made at the sole expense of the permittee. All such modifications, relocation, or removal by the permittee shall be done in such a manner as will cause the least interference with the traveling public or any of the State's work.
- The State may revoke, amend, amplify, or terminate this permit or any of the conditions herein enumerated if the permittee fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the approach, structure, or subject herein granted is not installed or operated and maintained in conformity herewith.
- The permittee shall maintain at its sole expense the encroachment for which this permit is granted.
- Inspection of the permitted work may be performed at any time to ensure compliance with the requirements of this permit. The State shall be reimbursed by the permittee for any additional inspection required under the Special Provisions of this permit.
- The permittee shall furnish all material, labor, and equipment involved in the construction of the approach and its appurtenances. This shall include furnishing drainage pipe of a size specified on the permit (12-inch minimum), curb, gutter, concrete sidewalk, etc., where required. Materials and workmanship shall conform to current government and industry standards and are subject to inspection by the State.
- No work shall commence until the permittee is given notice to proceed by an authorized representative of the State. The permittee shall notify the State five (5) working days prior to commencing the permitted work, if work does not commence immediately upon notice by the State.
- The original permit or a copy must be kept on the jobsite whenever work is taking place. Any modification, relocation, or removal of an encroachment or subject granted by this permit shall require a new permit prior to commencement of such work.

Headquarters Staff Review

Review	Reviewer	Date	Recommendation
			Yes No*
Traffic			<input type="checkbox"/> <input type="checkbox"/>
Bridge			<input type="checkbox"/> <input type="checkbox"/>
Utilities			<input type="checkbox"/> <input type="checkbox"/>
Right-of-Way			<input type="checkbox"/> <input type="checkbox"/>
Design			<input type="checkbox"/> <input type="checkbox"/>
Environmental			<input type="checkbox"/> <input type="checkbox"/>
Review	Reviewer	Date	Recommendation
			Deny Approve
DTE			<input type="checkbox"/> <input type="checkbox"/>
DE			<input type="checkbox"/> <input type="checkbox"/>
STE			<input type="checkbox"/> <input type="checkbox"/>

*Attach reason(s) for denial and/or recommendations

Review	Reviewer	Date	Recommendation
			Yes No*
Traffic			<input checked="" type="checkbox"/> <input type="checkbox"/>
Maintenance			<input checked="" type="checkbox"/> <input type="checkbox"/>
Design			<input type="checkbox"/> <input type="checkbox"/>
Right-of-Way			<input type="checkbox"/> <input type="checkbox"/>
Environmental			<input type="checkbox"/> <input type="checkbox"/>
Review	Reviewer	Date	Recommendation
			Deny Approve
CE			<input type="checkbox"/> <input type="checkbox"/>
Hearing Offr			<input type="checkbox"/> <input type="checkbox"/>
Director			<input type="checkbox"/> <input type="checkbox"/>

October 17, 2006

RDZ Project No. 05-003

Idaho Transportation Department – District 6
P.O. Box 97
Rigby, ID 83442-0997

Attn: Tony Black
TTS Traffic

Re: River Rim Ranch – Highway Turning Lanes

Tony:

Attached are revised design drawings and traffic control plans for your use. These documents were updated based on review comments received from IDT.

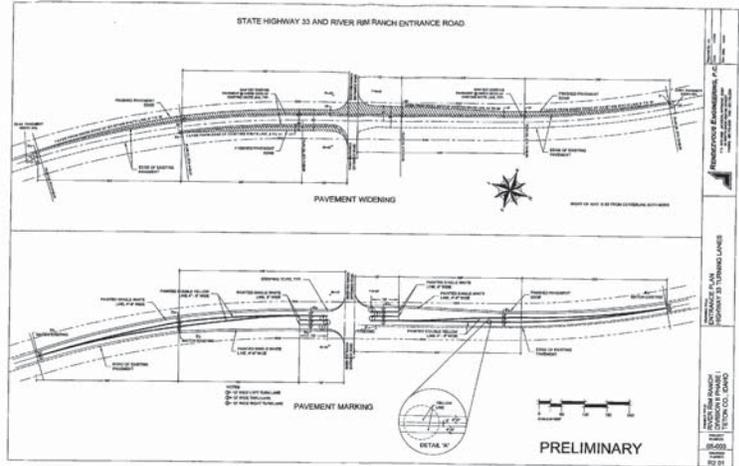
Thank you for your project approval. If you require any additional information or further clarification, feel free to contact me at any time.

Sincerely,
RENDEZVOUS ENGINEERING, P.C.

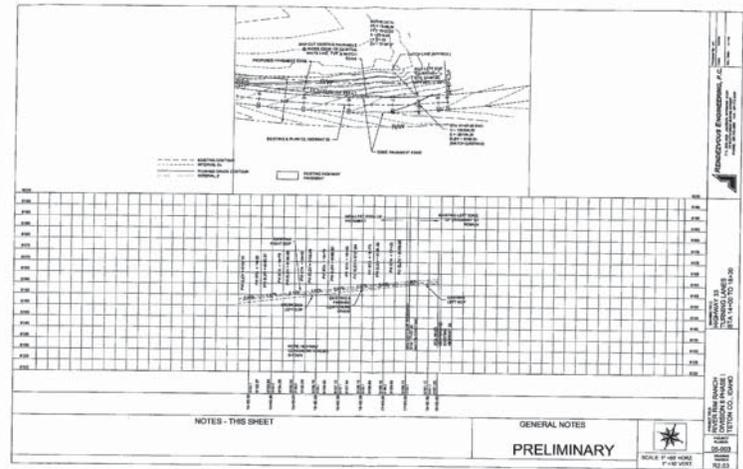
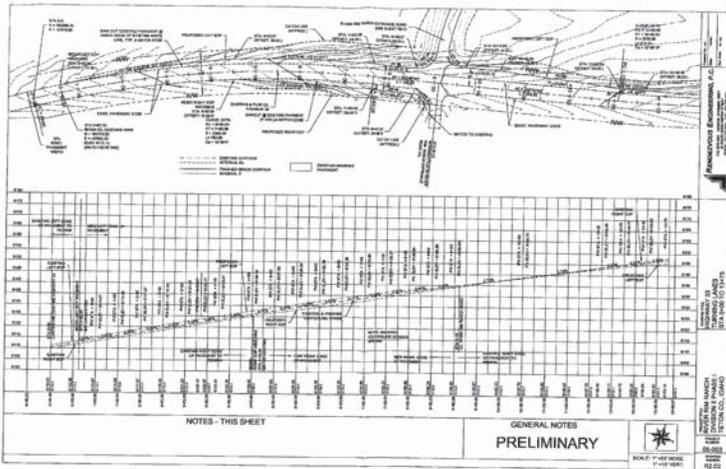
James W. Gute, P.E.
Project Engineer

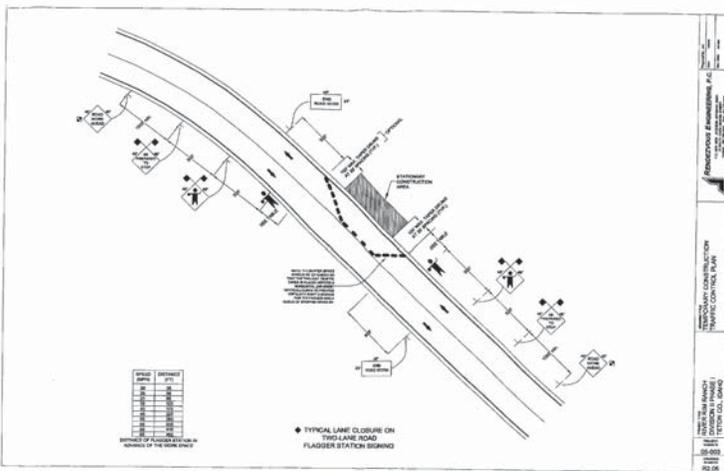
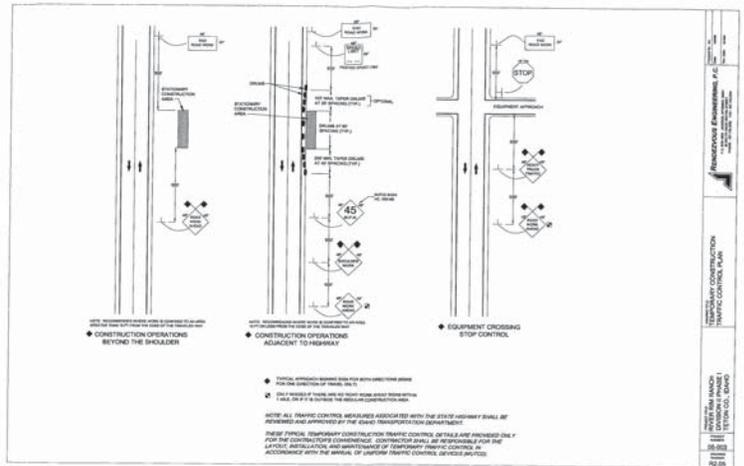
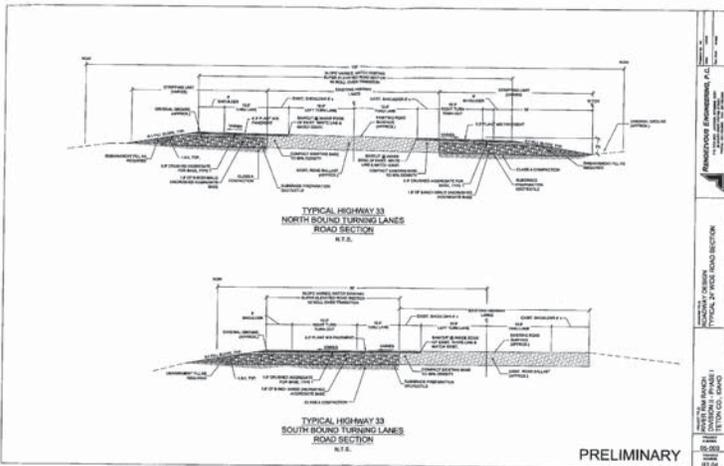
Attachments: 11x17 Intersection Design Drawings & Traffic Control Plan

Cc: David Owen, Owen-PC Construction
Mike Piker, Rendezvous Engineering, P.C.
Robert T. Ablondi, P.E., Rendezvous Engineering, P.C.



25 South Gros Ventre Street - Post Office Box 4858 - Jackson, Wyoming 83001
Phone - 307.733.5252 Fax - 307.733.2334





From: ITD 06 MAIN OFFICE 208 745 8735 12/09/2010 14:23 #639 P.002/003

ITD 2108 (Rev. 09-06) **Right-Of-Way Encroachment Application and Permit Approaches and Other Encroachments**

Project Number (From ITD Highway Plan)		Application Date September 27, 2007		Number of Encroachments 1		Permit Number 06-08-032	
Route Highway 33	Segment Colyed	C/L Milepost 125.9	Right <input checked="" type="checkbox"/> Left <input type="checkbox"/>	C/L Station	Right <input type="checkbox"/> Left <input type="checkbox"/>	Access Control Type (A-C) 1	
City and/or County Teton County, Idaho (north of Teton)		Township; Range; Section Township 0N, Range 44E, Section 9		Roadway Type (Urban, Rural) Rural		Number of Lanes 2	
Median Type (Raised, Painted, etc.) None	Traffic Impact Study Required <input type="checkbox"/>	Appraisal Required <input type="checkbox"/>	Application Fee \$ 50.00	Inspection Fee (if Req'd) \$	Performance Bond (if Req'd) \$		

Encroachment Type (When permitting multiple encroachments, attach additional sections on Page 3)

New Approach		Existing Approach Modifications (Select all that apply)		Approach Width (Without Flares)		Culvert (if Required)	
<input checked="" type="checkbox"/>	Location	<input type="checkbox"/>	Width	<input type="checkbox"/>	Use	<input type="checkbox"/>	30' wide
Approach Type: SF Residential <input type="checkbox"/> MF Residential <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Agricultural <input type="checkbox"/> Joint Use <input type="checkbox"/>		Length		Diameter		24"	
Distance From Nearest Approach (both directions, both sides of roadway) - Show on Plan				Approach Volume			
Sight Distance				Vehicle Trips Per Day 1,000			
Right (ft)	Left (ft)	Posted Speed	65	Latitude	111° 16' 29"	Longitude	43° 51' 04"
Elevation (ft)		6,130					

Remarks (Attach additional sheets if needed)
Turn out will serve commercial area being developed to in turn serve the River Rim subdivision

Other Encroachments Specify Type (i.e.: Landscaping, Benches, Bus Turnout, etc.)
None

- Include the following:**
- A completed Encroachment Checklist, applicable ownership documents, multiple approach permit sheets.
 - Written authorization from the owner or signature of joint user (when required).
 - Plans or drawings (3 sets) showing proposed work, approach locations, drainage details, landscaping, striping plans, and traffic control. (Include department roadway alignment or project plans when available.)
 - Special Provisions, Traffic Control Plans, Environmental documents and any other required permits.

I certify that I am the owner or authorized representative of the property to be served and request permission to construct the above facilities within the State Highway Rights-of-Way in accordance with the general provisions specified on page 2 of this form and any special provisions or plans made a part of this permit. I further certify that I have obtained and provided a copy to the Idaho Transportation Department (ITD) of all other required governmental approval to perform the work authorized under this permit.

I further understand that this permit shall be void if all work has not been completed within one year of permit issuance and a final inspection and approval from ITD has not been obtained.

Owner's Name (Printed) West Rim LLC	Address PO Box 337	City Tetonia	State ID	Zip 83452
Owner's Signature 	Phone Number (208) 458-6300	Fax Number Same		
Authorized Representative or Joint User (Printed) Randszovus Engineering, P.C.	Address PO Box 4858	City Jackson	State WY	Zip 83001
Authorized Representative or Joint User's Signature 	Phone Number MIKE PIKE (307) 733-6252	Fax Number (307) 733-2335		

Subject to all terms, conditions, and provisions shown on this form or attachments, permission is hereby granted to the above-named applicant to perform the work described.

Local Government Approval When Required			Department Approval		
Signature	Title	Date	Signature	Issue Date	
				11/15/07	

Note: Permit will be considered **Temporary** until final inspection and approval by a department representative.

ITD 2109 (Rev. 09/06)

General Provisions

- During the progress of all work, traffic control devices shall be erected and maintained as necessary or as directed for the protection of the traveling public. All traffic control devices shall conform to the most current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as adopted by the state (ITD). Equipment or materials within the highway right-of-way shall be delineated and protected at all times with appropriate approved traffic control devices.
- By signing this permit, the permittee, his designated representative or successors, agree to indemnify, save harmless, and defend regardless of outcome ITD from the expenses of and against all suits or claims, including costs, expenses, and attorney fees that may be incurred by reason of any act or omission, neglect, or misconduct of the permittee or its contractor in the design, construction, and maintenance of the work, which is the subject of this permit.
- Approaches shall be for the bona fide purpose of securing access and not for parking, conducting business, or servicing vehicles on the highway right-of-way.
- Any disturbance of the highway, right of way, and/or traffic control devices shall be restored to the satisfaction of ITD.
- If the work done under this permit interferes in any way with the drainage of the state highway, the permittee shall, at his sole expense, make such corrections as necessary or as directed by ITD.
- Upon completion of the permitted work, all rubbish and debris shall be immediately removed from the work area to the satisfaction of ITD.
- All work herein permitted shall conform to current government and industry standards and be performed and completed to the satisfaction of ITD. The expense of any required supervision of work performed under this permit shall be borne by the permittee.
- This permit or privilege granted under ITD 2109 shall not be deemed or held to be an exclusive one and shall not prohibit the state from using any of its highways, streets, or public places or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered. ITD reserves the right to make at any time such modification, addition, repair, relocation, or removal of an existing encroachment(s) or its appurtenances or any encroachment(s) or subject(s) authorized by this permit within the highway right-of-way as may be necessary to permit the relocation, reconstruction, widening, and maintenance of the highway and/or to provide proper protection to life and property on or adjacent to the highway.
- Any modification, relocation, or removal required due in part to negligence of the permittee shall be made at the sole expense of the permittee. All such modifications, relocation, or removal by the permittee shall be done in such a manner as will cause the least interference with the traveling public or any of the state's work.
- ITD may revoke, amend, amplify, or terminate this permit or any of the conditions herein enumerated if the permittee fails to comply with any of all its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the approach, structure, or subject herein granted is not installed or operated and maintained in conformity herewith.
- The permittee shall maintain at its sole expense the encroachment for which this permit is granted.
- Inspection of the permitted work may be performed at any time to ensure compliance with the requirements of this permit. ITD shall be reimbursed by the permittee for any additional inspection required under the special provisions of this permit.
- The permittee shall furnish all material, labor, and equipment involved in the construction of the approach and its appurtenances. This shall include furnishing drainage pipe of a size specified on the permit (12-inch minimum), curb, gutter, concrete sidewalk, etc., where required. Materials and workmanship shall conform to current government and industry standards and are subject to inspection by ITD.
- No work shall commence until the permittee is given notice to proceed by an authorized representative of ITD. The permittee shall notify ITD five (5) working days prior to commencing the permitted work if work does not commence immediately upon notice by ITD.
- The original permit or a copy must be kept on the job site whenever work is taking place. Any modification, relocation, or removal of an encroachment or subject granted by this permit shall require a new permit prior to commencement of such work.



RDZ Project No. 05-003

October 4, 2007

Idaho Transportation Department - District 6
P.O. Box 97
Rigby, ID 83442-0997

Attn: Derk Williams
TTS Traffic

Re: River Rim Ranch - Highway Turning Lanes

Dear Derk:

Enclosed are design drawings and a traffic control plan for a new intersection at the River Rim Ranch project on State Highway 33, MP-125.9, as requested. All construction will be in conformance with the Idaho Standards for Public Works Construction, as well as the Idaho Transportation Department Standard Drawings.

Please review these documents at your earliest convenience. If you require any additional information or further clarification, feel free to contact me at any time.

Sincerely,

Michael Piker

Michael Piker
RENDEZVOUS ENGINEERING, P.C.

Attachments: 11x17 Intersection Design Drawings and Traffic Control Plan

cc. David Owen, Owen-PC Construction
Robert T. Ablondi, P.E., Rendezvous Engineering, P.C.

District Staff Review

Review	Reviewer	Date	Recommendation	
			Yes	No*
Design	<i>M.Piker</i>	<i>11/5/07</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maintenance	<i>W. Williams</i>	<i>11/5/07</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Planner			<input type="checkbox"/>	<input type="checkbox"/>
Right-of-Way			<input type="checkbox"/>	<input type="checkbox"/>
Traffic			<input type="checkbox"/>	<input type="checkbox"/>

Headquarters Staff Review *Permit # 440004*

Review	Reviewer	Date	Recommendation	
			Yes	No*
Bridge			<input type="checkbox"/>	<input type="checkbox"/>
Design			<input type="checkbox"/>	<input type="checkbox"/>
Environmental			<input type="checkbox"/>	<input type="checkbox"/>
OHOS			<input type="checkbox"/>	<input type="checkbox"/>
Right-of-Way			<input type="checkbox"/>	<input type="checkbox"/>
Utilities			<input type="checkbox"/>	<input type="checkbox"/>

District Appeal Review

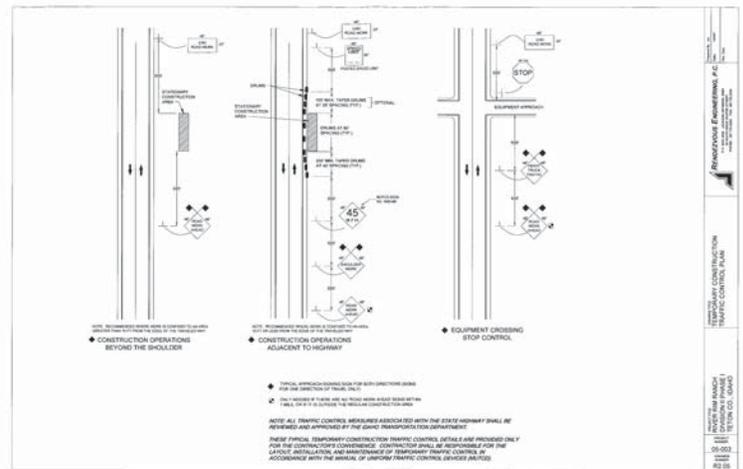
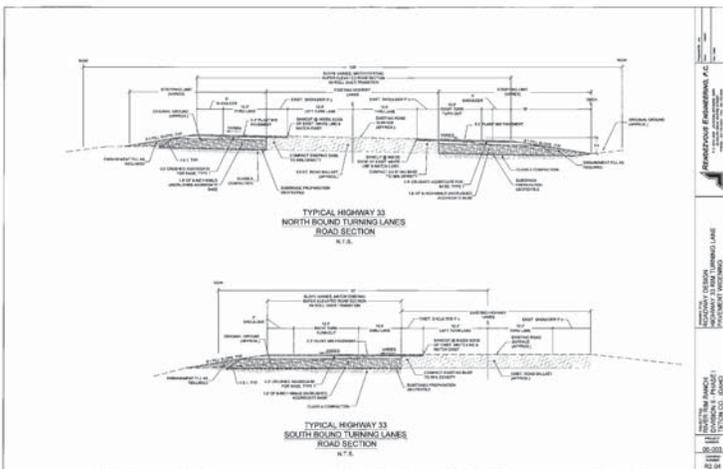
Review	Reviewer	Date	Recommendation	
			Approve	Deny*
DTE			<input type="checkbox"/>	<input type="checkbox"/>
DE			<input type="checkbox"/>	<input type="checkbox"/>

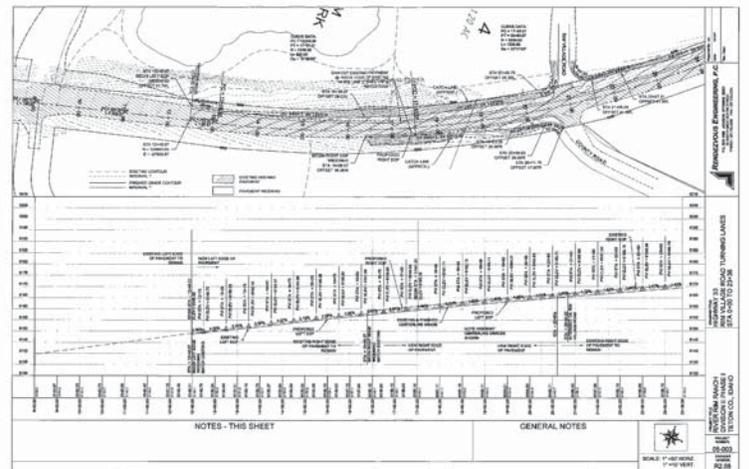
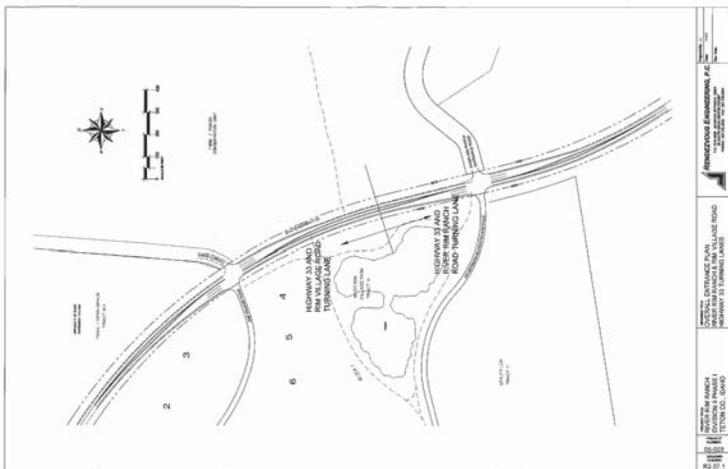
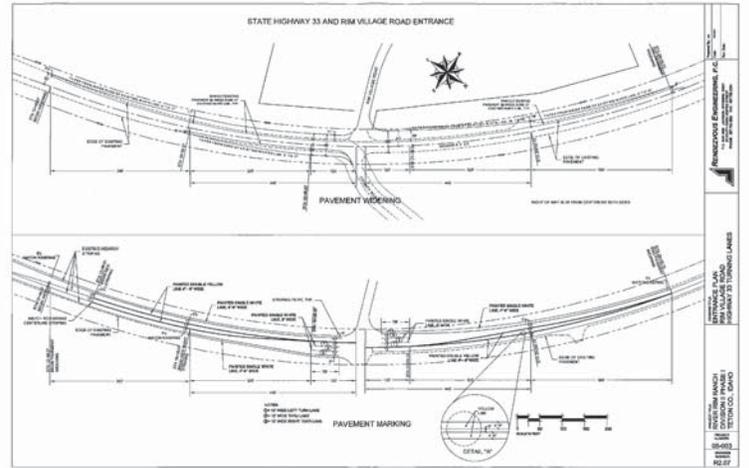
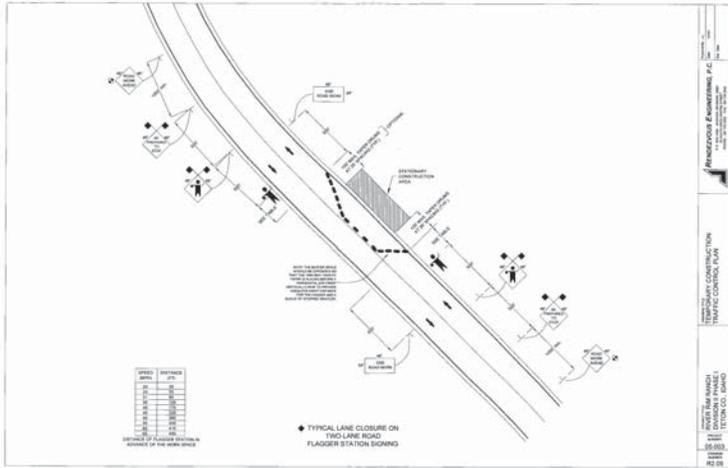
Headquarters Appeal Review

Review	Reviewer	Date	Recommendation	
			Approve	Deny*
HOSE			<input type="checkbox"/>	<input type="checkbox"/>
Hearing Officer			<input type="checkbox"/>	<input type="checkbox"/>
Director			<input type="checkbox"/>	<input type="checkbox"/>

Attach reason(s) for denial and/or recommendations

25 South Gros Ventre Street - Post Office Box 4858 - Jackson, Wyoming 83001
Phone - 307.733.5252 Fax - 307.733.2334



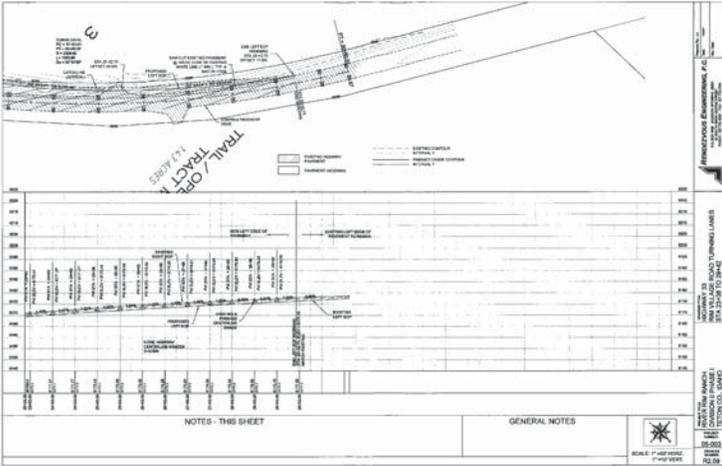


**“EXHIBIT I”
AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR RIVER RIM RANCH DIVISION II- PLANNED UNIT DEVELOPMENT**

This Amended and Restated Development Agreement for River Rim Ranch Division II Planned Unit Development (this “Agreement”) is made this ___ day of _____, 2016, by and between Teton County (the “County”) and Big Sky Western Bank (the “Owner” which term shall include any successors and assigns of the Owner to the ownership of River Rim Ranch PUD) (collectively referred to herein as the “Parties”).

STIPULATION OF FACTS

- A. This Agreement pertains to Division II of the River Rim Ranch Planned Unit Development (“River Rim”) which was approved by the County and recognized as a master planned unit development.
- B. On July 27, 2006, a Development Agreement for Division II was made between West Rim LLC (“West Rim”) as developer and the County. The Development Agreement was recorded on August 7, 2006, as Teton County Recorder’s Instrument No. 179247.
- C. On or about June 30, 2009, the Owner acquired River Rim Ranch property (the “Project”) from West Rim pursuant to a non-merger Warranty Deed in Lieu of Foreclosure recorded on July 14, 2009, as Teton County Recorder’s Instrument No. 205788.
- D. The 2006 Development Agreement was amended by: (i) that certain Amendment to Recorded Development Agreement for the River Rim Ranch - Division II Planned Unit Development, dated November 18, 2011, recorded on December 13, 2011, as Teton County Recorder’s Instrument No. 220042 (the “2011 Amendment”); (ii) that certain Administrative Amendment to Development Agreement for River Rim Ranch Division II Planned Unit Development, dated May 14, 2012, recorded on May 17, 2012, as Teton County Recorder’s Instrument No. 22136 (the “Administrative Amendment”); by (iii) that certain Administrative Amendment to Development Agreement for River Rim Ranch Division II Planned Unit Development, dated November 13, 2012, recorded December 14, 2012, as Teton County Recorder’s Instrument No. 225471 (the “Second Administrative Amendment”); and by (iv) that certain Amended and Restated Development Agreement for River Rim Ranch Division II Planned Unit Development, dated February 7, 2014, as Teton County’s Recorder’s Instrument No. 231392 (the “2014 Amendment”). Unless specifically indicated otherwise, the 2006 Development Agreement as amended by the 2011 Amendment, the Administrative Amendment, the Second Administrative Amendment, and the 2014 Amendment are collectively referred to herein as the “Prior Development Agreements.”



- E. The Owner and the County hereby amend and restate the Prior Development Agreements into this Agreement. This Agreement shall supersede and replace the Prior Development Agreements. Provisions contained in the Prior Development Agreements that are no longer applicable are not included in this Agreement.

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

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

- 1. **Subdivision Description.** This Development Agreement pertains to and includes that property which is designated and identified as River Rim Ranch Division II (Div. II), Phase I (including Tracts C, D, E, G and Block 6(south) with reinstated uses), as described in the Illustrative Master Plan attached as **Exhibit A and incorporated herein by reference.**
- 2. **Division II Phase I.** The Division II Phase I phases are amended and restated as more specifically described below and in the Exhibits attached hereto and incorporated herein by reference.

(a). **Lot/Unit Reinstatement.**

- (1) The Lots/Units are restated as follows:

(A) **Tract D.** This tract will be converted from 45 chalet units to 48 hospitality suites and may be combined with Tract E to optimize site planning

(B) **Tract E.** (Teton Rim Golf Village). This tract will be converted from 12 residential lots to 48 hospitality suites in two structures (total of 96 suites with Tract D), which will feature a mixed use club village and “incidental commercial” uses to serve the River Rim community and Golf Course including:

- Clubhouse/Golf Pro Shop/ Rental Shop
- Restaurant/Bar/Lounge/ Indoor-Outdoor Dining
- Cart Barn/Storage/Multipurpose/Office
- Reception Center/Check In/Property Management
- Multi-purpose pavilion/Plaza/Lawn commons
- Meeting Rooms / Conference Area
- Wedding Pavilion/BBQ/Community Activity
- Pool-Jacuzzi area/Tennis Courts/Fitness Center

Tract E may be combined with Tract D to optimize site planning

(C) **Tract G.** The Operation and Maintenance lot (“O&M lot”) will be converted from 3 single family residential lots back to the entitlements found in the 2006 Development Agreement and shall include golf cart storage, equipment storage and repair shop, landscape material storage and other operations specifically related to the operation and maintenance of the golf course.

(D) Block 6 (south) Lots 28 through 34, total of 6 units, shall be transferred to Tract E and this area vacated and converted to golf course and open space.

(E) Tract C. This tract is platted for 62 individual chalet units. These units may be individually owned residential units and / or hospitality suites associated with the guest facilities on Tract E.

(F) **West Rim Village (Block 1).** Reinstatement of the Bed and Breakfast with 30 Condominium Units found in the 2006 Development Agreement, which units are to be transferred to Tract E and converted to two bedroom hospitality suites. In addition to the uses currently permitted, the following “incidental commercial” uses to Serve the River Rim community will include:

- Local Convenience General Store/Post Office
- Café/Coffe Shop
- Dry Cleaners / Fly Fishing Shop/ Pro Shops
- Multi-purpose Meeting/Conference Space
- Recreation Center
- Recreational Facilities including pool, spa, BBQ, gazebo, park area, wedding venue, patios, decks
- Employee Housing, maximum of 12 units and a maximum total of ___ square feet, maximum of two stories
- Additional General Storage for the residents of River Rim up to a maximum total of ___ square feet

- (b) **Exercise of Option to to construct golf course area (Tract J).** The Owner is exercising its option to construct and reinstate the golf course area, which is open space Tract J (about 270 Acres) of Phase I in accordance with the provisions and guarantees found in the 2006 Development Agreement. The entire 18 holes of the golf course shall be finished by (timing / phasing plan pending – subject to allowable uses and formal application)

- (c) **Remaining Infrastructure (Division II Phase I).** The Owner shall be responsible for the completion of the following infrastructure items.

Financial guarantees shall be required for the road paving. No financial guarantee shall be required for the future wastewater modules which will be paid for with tap fees.

Road Paving.

- 1) **Loop Road.** Asphalt paving of the Loop Road shall be completed by December 31, 2026, or when 30 residential building permits, or equivalent, are issued within River Rim, whichever is sooner.
- 2) **Turning Lanes.** Asphalt paving for the turning lanes on State Highway 33 (**main entrance**) shall be completed by either December 31, 2026; mandate of the Idaho Transportation Department; the issuance of 30 building permits in Division II Phase I; or when the Average Daily Traffic (ADT) exceeds 200 ADT, whichever is sooner.
- 3) The North - West entrance turning lanes will be required prior to the occupancy of the 12 employee housing units.

Future Wastewater Modules

- 1) The previous requirements for the construction of future wastewater modules shall remain in effect.
- (d) **Financial guarantee.** The Owner will provide to the County an updated Financial guarantee in an amount equal to one hundred twenty-five percent (125%) of the engineers estimated costs for construction of each of the remaining infrastructure items described in section (c) of this Agreement. No Financial guarantee will be required for the golf course construction. However, a Financial guarantee for the reclamation of the golf course, will stay in place in the event the golf course is not completed by (*timing / phasing plan pending – subject to allowable uses and formal application*). The estimated costs, on a line item basis, and a description of the items excepted from coverage under the financial guarantee, is attached hereto as **Exhibit B and incorporated herein by reference**. The specific financial guarantee shall be provided at or before the recordation of the final plat amendment.
- (e) **County Acceptance of Completed Infrastructure.** The Owner may submit a request to the County for approval of completed infrastructure on a line-item basis as completions are accomplished. The Owner shall also provide documentation from an Idaho Registered Engineer certifying that the improvements have been completed in general compliance with the design. Upon the County's acceptance of the infrastructure, the County shall provide written acceptance of the completed infrastructure and release any financial guarantee, or portion thereof, for that specific

infrastructure/line-item. The County shall retain for draw on the financial guarantee twenty-five percent (25%) of the amount of the original line item until acceptance of the entire phase associated with a specific infrastructure line item and the one year warranty period for the entire phase has expired, at which time said amount will be released from any financial guarantee to the Owner.

- (f) **Phasing Plan.** The proposed phasing plan for the completion of infrastructure as described in the preceding paragraphs is attached hereto as **Exhibit C, and incorporated herein by reference**.
3. **Guarantee of Improvements.** The Owner warrants that each completed improvement will operate in accordance with its intended use for one year from the date that the phase is accepted by the County.
4. **Building and Occupancy Permits.** Building permits and certificates of occupancy shall be issued by Teton County in accordance with Exhibit C of the Phasing Plan found in the 2014 Development Agreement.
5. **Public Benefits.** The following public benefits shall be provided:
 - (a) Golf course, guest accommodations and other related facilities shall be open for public use.
6. **Density.** The modifications to density by phase are amended as more specifically described in **Exhibit D** attached hereto.
7. **Inspection.** Representatives authorized by the County shall have the right to enter upon the property at any reasonable time to inspect and determine whether the Owner is in compliance with this Agreement. The Owner shall permit the County and its representatives to enter upon and inspect the property at any reasonable time.
8. **Final Inspection and Approval of Improvements.** The Owner shall notify the County when it believes any improvements have been fully and properly completed and shall request final inspection, approval, and acceptance of the improvements by the County. Upon approval the County shall give its written acceptance of the improvements.
9. **Default.** If the Owner defaults in or fails to fully perform any of its obligations in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the improvements required by the provisions of this Agreement and such default or failure shall continue for a period of thirty (30) days after written notice specifying the default is deposited in the United States mail addressed to the Owner, without being completely remedied, satisfied and discharged, the County shall have, and the Owner hereby grants to the County, in addition to all

other rights afforded to the County in this Agreement and by law, the right, at the County's option, to complete the construction of the improvements or to correct such defect or deficiency. The County may draw on the financial guarantee/financial guarantee pursuant to the specific terms of the Financial guarantee and this Agreement, that amount required to complete the improvements on a line-item basis. The County must commence the work within 365 days of drawing the funds from the Financial guarantee. Notwithstanding any provisions in the Financial guarantee or this Agreement, the Financial guarantee shall be automatically extended, renewed and remain binding on owner until such time as the improvements are completed and accepted by Teton County. The County may enforce any other remedy provided by law. These remedies are cumulative in nature. In addition, if the Owner is in breach of this Agreement, that is uncured after any applicable cure period, the most recently approved Master Plan may be vacated for all unplatted phases of the project (Phases II-VI) and all applicable subdivision and zoning regulations in effect at the time shall govern the future use of this land. Prior to the expiration of the time limitations above, and without causing a breach of this Agreement, the Owner may apply to vacate all or a portion of any platted phase or amend the design of the platted lots in accordance with applicable subdivision and zoning regulations.

10. Liability and Indemnity of County.

- (a) **No Liability for County Approval.** The Owner 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 Owner, or any of its successors, assigns, tenants, or licensees, or any third party, against damage or injury of any kind at any time.
- (b) **Indemnification.** The Owner agrees to, and does hereby, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, and attorneys from any and all claims, costs and liability of every kind and nature that may be asserted at any time against any such parties for injury or damage received or sustained by any person or entity in connection with (1) the development, construction, maintenance or use of any portion of the improvements and, (2) the performance by the Owner of its obligations under this Agreement and all related Agreements. The Owner further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the improvements provided by this Agreement except where such suit is brought by the Owner. The Owner is not an agent or employee of the County. This indemnification does not extend to claims, costs and liability asserted by the Owner or any third person in the event the County fails in its duties and

obligations to Owner or any third person as set forth in this Agreement or by law.

11. **No Waiver of 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 continued waiver unless expressly provided for; nor will the waiver of any such default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to perform any obligation under this Agreement will not constitute the approval of any wrongful act by the Owner or the acceptance of any improvement.
12. **Assignment.** It is expressly agreed that the Owner may assign this Agreement, in whole or in part, to any third party, without prior written consent of the County.
13. **Notices.** All notices in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) 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, at the address set forth below.

Unless notified otherwise, notices to the County shall be addressed to, and delivered at, the following address:

Teton County Commissioners
Attn: Planning Administrator
Teton County Courthouse
150 Courthouse Drive
Driggs, Idaho 83422

Unless notified otherwise, notices to the Owner shall be addressed to, and delivered at, the following address:

Don Chery
Executive Vice President and Chief Administrative Officer
Glacier Bancorp, Inc.
49 Commons Loop
Kallispel, Montana 59901

14. **Enforcement.** 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 Agreement.
15. **Other Requirements.**

- (a) **Certificate of Occupancy.** Except as otherwise provided herein, building permits shall be issued in accordance with Exhibit C of the Phasing Plan found in the 2014 Development Agreement. However, Certificates of Occupancy for residential units will not be issued by the County, until the applicable infrastructure is complete for each phase, or other arrangements have been made and agreed to in writing by the Owner and the County.
 - (b) **Acknowledgment of Other Permitting Requirements.** The Owner acknowledges the requirement for approvals and permitting from the State Department of Environmental Quality ("DEQ") for sewer and water improvements, District 7 for septic systems, Corp. of Engineers for Wetlands permitting, Idaho Department of Transportation for Route 33 intersection upgrades; Idaho Department of Water Resources for wells and irrigation and other State or Federal requirements. DEQ approval is required prior to sewer and water improvements. Construction activities subject to these permitting requirements will not commence until permits are received and permit copies provided to the County Planning Office.
 - (c) **Right to Farm Provision.** The Owner acknowledges the Right to Farm Act contained in Idaho Code Chapter 45, Sections 22-4501 through 22-4504 or as may be amended.
16. **Golf Course – Open Space Area (Tract J).** The Golf Course – Open Space Area (Tract J), as shown on Exhibit E, will be managed by the Owner, Property Owners Association, subassociations, club operations or the private owners to whom title to such area is conveyed.
 17. **Teton Pipeline Association.** The Project falls within the jurisdiction of Teton Pipeline Association, Inc. (TPA), for surface irrigation water and the Owner will abide by the Bylaws, Operating Agreements, pro rata cost sharing provisions, and other mutual agreements within TPA jurisdiction. Shares of TPA stock or water rights pertaining to the River Rim Ranch property will be held as follows. The Property Owners Association or subassociations may hold TPA stock in common for lots and common areas that are subject to phased Final Subdivision Plats. The Property Owners Association, subassociations, or private property owners may hold TPA stock for open areas and farm/ranch areas and for areas that are not yet subject to a phased Final Subdivision Plat. Notwithstanding the foregoing, it is understood that, with respect to open areas and farm/ranch areas that are subject to a Final Subdivision Plat, the private owner of such parcel(s) may continue to hold TPA stock and exercise all rights associated therewith. A single "Water Master" for River Rim Ranch will be appointed to work with the Board of Directors of TPA.

18. **Public Improvements Provision.** The Owner shall be responsible for public improvements and shall not transfer initial construction obligations and the responsibility for completion of public improvements to the lot owners. Improvement District assessments, Owner's Association assessments, sewer and water company or district assessments, etc., are not encumbered by this provision.
19. **Open Space Provisions.** The Golf Course – Open Space Area (Tract J), and all other Open Space associated with River Rim Ranch Divisions II, Phase I, as shown on Exhibit E. The Owner will maintain all open space free of noxious weeds, free of fire hazards or other nuisances under the administration of the POA. The Master Declaration of Protective Covenants, Conditions and Restrictions for River Rim Ranch and the amendments and supplements thereto set forth these provisions. There shall be no restriction placed on any such Open Space which would prohibit the use of the Open Space for agricultural and/or farming purposes. These areas (including farm/ranch areas) will be managed by the Property Owners Association, subassociations, club operations, or the private owners to whom title to such areas is conveyed.
20. **Adjacent Neighbor Provisions.** Owner agrees to maintain a 200' separation from all building envelopes to adjacent property in Phases II-VI.
21. **Sharing of Development Costs.** The County has approved a Letter of Notification to the County, regarding Sharing of Development Costs (Teton County Subdivision Regulation Section 9-4-2 (G) as revised on May 12, 2011) submitted to the County which entitles the Owner to collect a pro-rata share of compensation for a portion of the costs of the public improvements required by the Teton County Subdivision Ordinance from adjacent property owners outside of River Rim.
22. **Filing.** The Owner may record this Agreement in the office of the Teton County Clerk and Recorder.
23. **Binding on Successors.** This Agreement shall be binding, inure to the benefit of, and be enforceable by the parties hereto, their respective successors and assigns and runs with the land.
24. **Entire Agreement.** This Agreement constitutes the entire understanding among the Parties hereto in connection with the subject matter, and except as otherwise provided herein, supersedes and replaces all prior negotiations, agreements, understandings, or representations whether oral or written. The terms of this Agreement may be modified only in writing, by the authorized signature of all of the Parties.
25. **Time is of the Essence.** Time is of the essence in the performance of all terms and provisions in this Agreement.

26. **Waiver of Claims.** Each of the Parties hereby waives and releases any and all claims or causes of action they have or may have against the other, and their respective officers, directors, employees, agents and attorneys, resulting from any claims or causes of action occurring prior to the execution of this Agreement.
27. **Statement of Fact.** The statements set forth in the Stipulation of Facts above are facts upon which the parties agree and are not to be construed as mere recitals. Said statements of fact are incorporated into this Agreement by reference as if set forth fully.
28. **Amendments.** All amendments to this Agreement shall be in writing and shall be approved by the Owner and the County.
29. **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.
30. **Authority to Execute.** The Parties hereby warrant and represent each to the other, without any limitation or qualification that (i) they are duly authorized and empowered to enter into and sign this Agreement; (ii) the persons executing this Agreement on behalf of the Parties are authorized to do so; and (iii) this Agreement is valid, binding and enforceable on the Parties in accordance with its terms.
31. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Idaho and jurisdiction and venue for any litigation of this Agreement shall be in the state or federal courts of the State of Idaho.
32. **Attorney 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 attorneys' fees as determined by a court of competent jurisdiction.

IN WITNESS WHEREOF the Parties have hereunto set their hands on the date first above written.

[Signatures on next page]

BIG SKY WESTERN BANK

By: _____
 Don Chery
 Executive Vice President and
 Chief Administrative Officer of
 Glacier Bancorp, Inc., owner of
 Big Sky Western Bank

STATE OF IDAHO)

County of _____)
 :ss.

On this ____ day of _____, 2013, before me, a Notary Public, personally appeared Don Chery, known to me to be the person whose name is subscribed to the within instrument as the authorized representative of Glacier Bancorp, Inc., and acknowledged to me that he subscribed his name thereto as such.

Notary Public for IDAHO
 Residing at: _____
 Commission expires: _____

(SEAL)

BOARD OF COUNTY COMMISSIONERS
TETON COUNTY, IDAHO

By: _____
William Leake, Chairman

STATE OF IDAHO)
)
) ss.
County of _____)

On this ____ day of _____, 2016, before me, a Notary Public, personally appeared William Leake, known to me to be the person whose name is subscribed to the within instrument as the Chairman of the Teton County Board of Commissioners, and acknowledged to me that she subscribed her name thereto as such.

(SEAL) _____
Notary Public for IDAHO
Residing at: _____
Commission expires: _____

EXHIBIT A: Illustrative Master Plan dated _____, prepared by Focus Architects

EXHIBIT B: Engineer's Estimate for Financial guarantee

EXHIBIT C: Phasing Plan

EXHIBIT D: Density Table by Phase

EXHIBIT E: Reinstated Golf Course – Open Space Area (Tract J) Plat

Jason Boal

From: Gregory.Eager@deq.idaho.gov
Sent: Friday, April 29, 2016 10:24 AM
To: Jason Boal; mdronen@eiph.idaho.gov
Subject: RE: River Rim Records-

The should be monitoring and reporting. I included below citations from Idaho onsite rules. In addition, the Health Department sent out a reminder letter which I will email shortly.

20. Large Soil Absorption System. A large soil absorption system is a subsurface sewage disposal system designed to receive two thousand five hundred (2,500) gallons of wastewater or more per day, including where the total wastewater flow from the entire proposed project exceeds two thousand five hundred (2,500) gallons per day but the flow is separated into absorption modules which receive less than two thousand five hundred (2,500) gallons per day.

f. An annual "Large Soil Absorption System Report" shall be filed with the Director no later than January 31 of each year for the last twelve (12) month period and shall include section on operation, maintenance and monthly and annual monitoring data.

From: Jason Boal [mailto:jboal@co.teton.id.us]
Sent: Wednesday, April 27, 2016 6:56 PM
To: Mike Dronen; Gregory Eager
Subject: RE: River Rim Records-

I received this response from Bob-

There are limited records available due to the fact that use has been minimal. The wastewater use has essentially been the equivalent of one single family residence or about 300 gpd on a 30,000 gpd system – 1 percent of the design capacity. The flow monitoring and other O&M recording obligations are triggered at significantly higher flows

Thoughts?

-Jason

From: Mike Dronen [mailto:mdronen@eiph.idaho.gov]
Sent: Wednesday, April 27, 2016 2:37 PM
To: Jason Boal <jboal@co.teton.id.us>; Gregory Eager (gregory.eager@deq.idaho.gov) <gregory.eager@deq.idaho.gov>
Subject: RE: River Rim Records-

I have not received any of the information yet.

Mike Dronen
Mike Dronen
Environmental Health Specialist II
p.208.354.2220
mdronen@eiph.idaho.gov



From: Jason Boal [mailto:jboal@co.teton.id.us]
Sent: Wednesday, April 27, 2016 2:13 PM
To: Mike Dronen; Gregory Eager (gregory.eager@deq.idaho.gov)
Subject: River Rim Records-

I was wondering if you have received any of the records you requested from River Rim at the DRC meeting?

Jason Boal – AICP, CFM
Planning & Building Administrator
Teton County, Idaho
150 Courthouse Drive # 107 Driggs, ID 83422
208-354-2593 x204



ATTENTION: Our e-mail and web addresses have recently had a domain change to **EIPH.Idaho.gov**. Please update any e-mail contacts and browser bookmarks accordingly.

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To learn more about Eastern Idaho Public Health, please visit www.EIPH.Idaho.gov

RECEIVED

APR 28 2016

DEQ-IDAHO FALLS

April 25, 2016

River Rim Ranch Division 1
Homeowners' Association
PO Box 2282
Jackson, WY 83001-2282

RE: ANNUAL REPORT NEEDS

To whom it may concern:

This letter is being sent as the THIRD and final reminder to you about the Annual Report needed for the large soil absorption system (LSAS) under your management. The second reminder sent to you in early March requested that the report be submitted by March 31, 2016.

Please forward your 2015 annual report to the following contact person and address.

Charlie Mazzone
Department of Environmental Quality
900 North Skyline
Idaho Falls, ID 83402

This Department is in hopes that you will follow the proper operation and maintenance requirements of your LSAS. Failure to submit a report by May 31, 2016, will result in a referral package to the Department of Environmental Quality for enforcement action.

Please contact me if you have questions. The phone number to call is (208) 523-5382.

Sincerely,



Kellye Eager, REHS
Environmental Health Director

Cc: Geri Rackow, EIPH- District Director
EIPH County Environmental Health Staff
Erick Neher, DEQ- Idaho Falls Regional Administrator
Charlie Mazzone, DEQ- Idaho Falls Regional Office
Tyler Fortunati, DEQ- Boise

2016AJC

Jason Boal

From: Thursday, April 28, 2016 8:50 AM
To: Jason Boal
Subject: Re: River Rim PUD

No we don't, thanks for checking.
Monte

Monte R. Woolstenhulme, Ed.S.
Superintendent, Teton School District 401 208-228-5923
P.O. Box 775, 445 N. Main St.
Driggs, Idaho 83422
<http://tsd401.org>

On Wed, Apr 27, 2016 at 5:09 PM, Jason Boal <jboal@co.teton.id.us> wrote:

Monte, I was wondering if the School District might have any comments on River Rim PUD? They are looking to bring back the golf course and add "hospitality suites" at a lodge. The proposal would not impact the number of single family home out there.

[16-reduced.compressed.pdf](#)

The application and documents can be found here-
http://www.tetoncountyidaho.gov/pdf/additionalInfo/River_Rim_Ranch_PUD_Division_II_Amend_7_4-5-

Thank you for any thoughts you might have.

Jason Boal - AICP, CFM

Planning & Building Administrator

Teton County, Idaho

150 Courthouse Drive #107 Driggs, ID 83422

208-354-2593 x204



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 RENDEZVOUS ENGINEERING, P.C.
Civil Engineers and Planners in Wyoming and Idaho

Rendezvous Project No: 15-037

April 29, 2016

Mr. Jason Boal
Teton County Planning Administrator
150 Courthouse Drive - Room 107
Driggs, ID 83422

RE: River Rim Amendment No. 7

Dear Jason:

We sincerely appreciate your comprehensive analysis of the River Rim Ranch Amendment No. 7 proposal. It is very helpful to the applicant to have all the planning issues for this proposal identified in detail as we go forward and consider options for this complex and multi-faceted project.

The project team, led by designer Brett Potter, plans to make a thorough and informative presentation at the upcoming planning and zoning meeting where we hope to answer any outstanding questions that you, commission members or members of the public may have about this concept. We also look forward to gathering valuable feedback about what may be possible under the current county regulations for a development that has obviously continued to struggle since the post 2007 economy. We are excited about this opportunity, which is still in the very early planning and feasibility phase that would bring back a golf option that is a better fit environmentally and financially for this specific area.

Team member Sean Cracraft will also be participating in the presentation to talk about the construction of a "links type" course that has many parallels to one of his company's recent golf projects in a remote area of central Washington. This will be an opportunity for commission members to ask Sean about the Gamble Sands development and how this experience can potentially benefit River Rim. It is important to note that with this plan, many of the natural grass areas that were recently reclaimed by the current owner will remain. Only of portion of the 280 acre golf property will be disturbed in this new model which has attracted much attention from golf enthusiasts.

Brett Potter will be able to describe the two "key" hospitality unit concept that is also becoming more common within resort developments. This provides an opportunity for guest accommodations and individual ownership in compact development plan. The prospective buyer of this development is looking for feedback on this proposal as an opportunity to make the golf financially viable in today's market. The new plan maintains all the original open space and density requirements and only asks for the re-introduction of the previously allowed 30 bed and breakfast units that were eliminated in Amendment 5 with the elimination of the golf course. This is one of the changes seen as an important part of the plan's economic viability. The new plan also includes a much more scaled down

and compact clubhouse facility which compared to previous plans for this project will ultimately result in fewer overall impacts.

The plan also includes a number of components, some of which were part of the previous plan, such as a small local convenience commercial facility and multiuse building at the West Rim Village, added for the benefit of the local homeowners. This concept also includes employee housing and storage for local residents. These elements all provide support to the project but are less important to its overall economic success.

Please let us know if there are any other issues that we should be prepared to discuss at the planning commission meeting or if you or members of the commission have any specific questions for the project team.

Sincerely,



Robert T. Ablondi, P.E.

Cc: Brett Potter
Sean Cracraft
Sean Moulton
David Choo
Don Chery



May 3, 2016

Teton County Planning & Zoning Commission
150 Courthouse Drive
Driggs, ID 83422

Re: 2016 River Rim Ranch PUD Amendment

Dear Commissioners:

Over the last 12 years, our organization has consistently tracked the evolution of this Planned Unit Development (PUD) and its numerous amendments since Division 1 was first platted in 2004. As this Commission knows very well, processing all of these amendments has placed an enormous administrative burden on Teton County over the years. There is no obligation to recommend approval here; the applicants must first provide a compelling case as to why a particular amendment provides a public benefit to the citizens of Teton County.

The Planning & Zoning Administrator's (PZA's) report provides a thorough analysis of the issues at stake; we concur and support the numerous issues raised therein. Furthermore, any amendment to this PUD requires the review of the entire PUD. This is clearly established by the plain language of the current Development Agreement, and the applicant has enjoyed a significant increase in development potential by virtue of River Rim Ranch being a "planned community PUD" pursuant Section 9-5-3 of the Teton County Code. As such, any changes proposed to the PUD must be considered in the context of the entire PUD, and must fulfill the purpose and intent of the PUD ordinance. Specifically, any change to the PUD must conform to the purpose and intent established in Sections 9-5-1-B and 9-7-1-B-1. **In other words, any amendment to a PUD must reduce its intrusion into sensitive natural areas and result in a more compact development footprint.**

Issue #1: Protection of South Canyon

The applicant has requested a significant increase in density for Phase 1 while retaining established density in other phases, particularly in the highly sensitive Phase 6 (South Canyon) of the development. This 55-unit phase is a tendrill of development that extends to the rim of Teton River Canyon, one of the most scenic and wildlife-rich areas of Teton County. **An offset to the density/intensity of the River Rim Ranch through the elimination or substantial redesign of South Canyon phase should be seriously considered.**



Issue #2: Expansion of incidental uses along Highway 33

Furthermore, the applicant is requesting an increase in the number of commercial uses in the West Rim Village area, including a "gift shop," "coffee shop," and "convenience store." Since the West Rim Village is located on Highway 33, the introduction of these uses violates Section 9-5-3-B, which requires all nonresidential uses to be located "within the interior of the PUD, and not along state highways..." The current development agreement limits uses to "real estate office," "property management office," "existing agricultural buildings," "existing storage," and the "Brent Hoopes Residence." Prior approvals of highway-oriented uses seem to have been made in error, and opening the door to them again will not only violate the intent of the PUD, but could set an undesirable precedent for PUDs elsewhere in Teton County.

Issue #3: Conformance with the 2030 Comprehensive Plan.

Finally, all development applications, especially discretionary approvals such as this PUD amendment, are subject to 2030 Teton County Comprehensive Plan. As noted in the PZA's report, the proposed PUD amendment conflicts with many goals and policies of the plan, which was the result of unprecedented public involvement and is basis of which future land use decisions shall be made.

Conclusion

Due to its lack of conformance with Title 9 and inconsistency with the Teton County Comprehensive Plan, we agree with the conclusions made in the PZA's report and recommend denial of the River Rim Ranch PUD Amendment as proposed.

Thank you for this opportunity to provide comments.

Respectfully,

Shawn W. Hill
Executive Director
Valley Advocates for Responsible Development