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October 5, 2020

VIA ELECTRONIC MAIL

Shawn W. Hill, Executive Director
Valley Advocates for Responsible Development
P.O. Box 1164
Driggs, Idaho 83422
Shawn@tetonvalleyadvocates.org

Re: Teton Creek Resort Condominium Plat

Dear Shawn:

You have asked this law firm to analyze the following questions:

- (1) Does the Board of Teton County Commissioners (the "Board") have the authority to determine the use of Lot 12B of the Teton Creek Resort (the "Lot") in addressing the condominium plat (the "Plat") currently before the Board?
- (2) What is the proposed use of the Lot for purposes of zoning compliance?
- (3) Is the proposed use allowed under the Teton County Code ("TCC")?

Following a summary and background discussion, the sections below answer these questions in turn. This letter is intended to be shared with the Board without waiver of the attorney-client privilege.

Summary.

- (1) Does the Board have the authority to determine the use of the “Lot” in addressing the Plat?
Yes.
- (2) What is the proposed use of the Lot for purposes of zoning compliance? The proposed use is either a Manufactured Home Park or it is an unlisted use.
- (3) Is the proposed use allowed under the TCC? Neither Manufactured Home Parks nor unlisted uses are permitted in the A/RR-2.5 zone. Therefore, the Plat must be denied.

Background.

The Teton Creek Resort (the “Resort”) was approved as a planned unit development (“PUD”) subdivision in 1993 (the “1993 PUD”). Final plats were recorded for portions of the Resort, including the Lot, including the most recent revised plat dated July 30, 2019 (the “2019 Plat”). Several documents may be relevant to the requirements set by the PUD, including the Conditions of Approval dated June 7, 1993 (the “Conditions of Approval”) (attached as Exhibit A); the 2019 Plat (attached as Exhibit “B”); the Settlement Agreement dated December 28, 1996, (the “Settlement Agreement”) (attached as Exhibit C); and the Affidavit of Certificate of PUD Standards, dated June 30, 1997 (the “1997 Affidavit”) (attached as Exhibit D). We have also reviewed what we understand to be the County’s entire file regarding the 1993 PUD, but we will not attach it because it is lengthy.

Throughout the analysis below, and in addition to terms defined in this letter, we capitalize terms that are defined in the TCC.

(1) Does the Board have the authority to determine the zoning compliance of the Plat?

Unlike some jurisdictions, the TCC provides no specific provisions for approval of condominium plats. The Idaho Condominium Property Act, Idaho Code Sections 55-1501 through 55-1528 (the “Act”) contains minimum requirements for approval of condominium plats. However, the Act does not provide procedural requirements to apply in the absence of a local ordinance. In addition, the Act states, “Except where inconsistent with the provisions or purposes of this act, state and local laws relating to plats, recording, subdivisions or zoning shall apply to condominiums and to projects as herein defined.” Therefore, the procedures applicable to plats and the zoning compliance of the plat are both governed by the Teton County Code unless inconsistent with the Act.

Teton County Code Subsections 9-1-3 (G) and (H) state that the Subdivision Ordinance governs “[t]he manner and form of making and filing of any plat; and ...[t]he administration of these regulations by defining the powers and duties of approval authorities.” Further, TCC Section 9-1-4 states, “These regulations shall apply to the subdividing of all land within the

unincorporated territory of Teton County...” Further, zoning compliance plainly applies to all subdivisions pursuant to TCC Section 9-1-5: “All subdivisions and PUDs shall comply with all zoning provisions applicable to the property . . .”

The application raises a number of procedural questions that the original Staff Report does not address directly, including whether the Plat is considered a new plat or a modification, and if it is a modification, whether the “insignificant change” provisions or the “substantial change” provisions apply. It appears the October 5, 2020 revised report addresses which procedures apply, but the answer does not fundamentally change the scope of review the Board performs.

If the application were treated as a new plat, the provisions of TCC Section 9-3-2 would apply and significant additional studies and review would be required. The County could reach this conclusion based on the fact no condominium plat has previously been approved for the Lot. Since the larger parcel including the Lot has been previously subdivided, this procedural path is the least likely.

If the Plat is deemed an “insignificant change,” the Board must make the following findings at a “regularly scheduled public meeting” (TCC § 9-7-1.B.4.a.):

(1) “Any proposed changes to an easement, public right-of way, or Planned Unit Development, 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.” TCC § 9-7-1.(B-2).3.a.i.

(2) “Insignificant changes to a recorded plat, master plan, easement, or right –of-way shall not increase or create new and potentially substantial direct or indirect impacts on the neighborhood, vicinity of the subdivision or overall community.” TCC § 9-7-1.B.3.a.iii.

If the Plat is deemed a “substantial change”, the Board must determine that the application complies with all current regulations of the County: “The master plan and plat for a subdivision or Planned Unit Development, including the proposed changes, shall comply with all applicable criteria and standards of the current county regulations.” TCC § 9-7-1.B.3.b.i. Further, the application must be heard by both the Planning and Zoning Commission and the Board for both preliminary and final plats. TCC § 9-7-1.B.4.b.

No matter which of these procedures the County follows, the Board’s obligation to determine zoning compliance is clear: “All subdivisions and PUDs shall comply with all zoning provisions applicable to the property . . .” TCC § 9-1-5.

Therefore, the Board has both the authority and the obligation to determine the zoning compliance of the Plat.

(2) What is the use of the Lot for purposes of zoning compliance?

The paragraphs below address what category or use the proposed Manufactured Home condominium might fall under for purposes of zoning compliance: Condominium, Single-Family Detached Dwelling, Mobile Home, Manufactured Home Park or Unlisted.

Condominium is not a use. The staff report states the use of the Lot as a condominium was previously approved. This statement is correct, but it is insufficient to determine whether the use proposed complies with the zoning provisions of the TCC. A Condominium is not a use as described by a zoning ordinance and is not listed in the table of uses in the TCC. *See* TCC § 8-4-1, Table 1. Rather, it is an estate in land consisting of air rights and undivided ownership in common areas. I.C. 55-1502 (“the condominium estate is a concept of holding property”). The TCC defines condominium consistently with state law: “An estate consisting of an undivided interest in common in real property, in an interest or interests in real property, or in any combination thereof; together with a separate interests in real property, in an interest or interests in real property or in any combination thereof.” TCC § 8-2-1 (p. 2-4). A condominium may be the ownership structure for many uses of land: residential, commercial and industrial condominiums are a few of many examples.

The Act requires that condominium developments be treated for zoning purposes like any other similar use, without regard to the ownership structure. Idaho Code Section 55-1524 states: “Unless a contrary intent is clearly expressed in local zoning ordinances, such ordinances shall be construed to treat like structures, lots, or parcels in like manner regardless of whether the ownership thereof is divided by sale of condominiums created in a project pursuant to this act, rather than by the lease or other disposition of such structures, lots or parcels on any part or parts thereof.” Further, the local zoning code applies to condominium plats unless they are inconsistent with the Act. “Except where inconsistent with the provisions or purposes of this act, state and local laws relating to plats, recording, subdivisions or zoning shall apply to condominiums and to projects as herein defined.” IC 55-1527.

Idaho Code Section 55-1508, cited by the Staff Report, does not change this analysis. That section simply states that a properly approved condominium plat must be accepted for recording. It does not exempt the plat from zoning review consistent with the Act, as expressly stated in Section 55-1527.

The proposed use is not a “Single-Family Detached Dwelling” which the TCC defines as: “A dwelling designed and constructed for occupancy by one household and located on a lot or separate building tract, having no physical connection to a building on any other lot or tract. This includes manufactured homes.” TCC § 8-4-2. The proposed plat fails this definition because the developer proposes not one unit on the Lot, but 16. Further, the use fails as a Single Family Detached Dwelling because the “lot or separate building tract” does not meet the Minimum Lot Size of 2.5 acres set forth in TCC Section 8-4-4 for each structure.

The proposed use is not a Mobile Home. The A/RR-2.5 zone allows a single "Mobile Home, Modular Unit, Single-Wide" on a lot, but not a cluster of 16 units as proposed. Furthermore, the modular, manufactured units proposed by the developer do not meet the definition of a "Mobile Home, Modular Unit, Single-Wide": "A vehicle with or without motive power designed to be used for human habitation. Also, a vehicular portable structure for human habitation, built on a chassis and designed to be used without a permanent foundation which is not taxed as real property by the county and state." TCC § 8-4-2 (p. 4-15).

The 1993 PUD did not approve the proposed use. A PUD is a form of subdivision where variations from zoning requirements are approved in exchange for preservation of open space, amenities and quality design. The variations must be specifically approved, and where variations are not approved, the requirements of the underlying zoning ordinance continue to apply. *See* TCC § 9-5-1.C (current code).

We have reviewed what we believe is the entire existing file for the 1993 PUD and do not see any indication the PUD intended to permit smaller lots or condominiums containing manufactured homes. To the contrary, the PUD approval appears clearly to contemplate attached, multi-story condominium buildings consistent with what has been built in the first phase of the development. See examples attached as Exhibit "E" (Teton Creek Resort Creekside Condominium Building #1 "Bannock," Teton Creek Resort Creekside Condominium Building #2 "Dream Catcher," Teton Creek Resort Creekside Condominium Building #3 "Shoshone," and Teton Creek Resort Creekside Condominium Building #4 "Blackfoot").

We found no evidence the PUD was intended to modify the underlying zoning rules to permit a Manufactured Home Park (see discussion below) as an allowed use in the Resort.

The Board is within its discretion to determine the proposed use is a Manufactured Home Park. Based on a building permit the developer applied for and received in 2018 (the pertinent excerpt of which is attached as Exhibit "F") and the building envelopes on the proposed plat, the developer intends to place "modular homes" on the Lot. This meets the definition of a "manufactured home" under the TCC: "A structure transportable in one or more modules which is designed and built on a permanent chassis to be used as a dwelling, with a permanent foundation and footing and when connected to required utilities, and includes the plumbing, heating, air conditioning and electrical systems therein." TCC § 8-2-1 (p. 2-8).

As discussed above, Manufactured Homes are allowed as Single-Family Detached Dwellings in the A/RR-2.5 zone where the project is located. However, in the absence of a modification through a PUD, such uses must be placed on a separate "lot or separate building tract" with a Minimum Lot Size of 2.5 acres. This is consistent with how the Local Land Use Planning Act regulates manufactured homes: "Manufactured homes on individual lots zoned for single-family residential uses as provided in subsection (1) of this section shall be in addition to manufactured homes on lots within designated mobile home parks or manufactured home subdivisions." I.C. § 67-6509A.

Furthermore, the TCC treats clusters of manufactured homes differently from manufactured homes on individual lots. The TCC defines a Manufactured Home Park as “Any lot or parcel under single ownership on which two (2) or more manufactured homes are to be located or intended to be located for purposes of residential occupancy.” TCC § 8-4-2 (p. 4-14). The Plat appears to meet the TCC’s definition of a Manufactured Home Park. The plat consists of a single undivided interest in land. As is typical of condominiums, the land will be owned in common by a single entity, while air space rights and undivided rights to common areas are allocated to condominium buyers. This is essentially the same ownership structure as a leased manufactured home park, where a landlord owns the land and leases pads to individuals to place manufactured home units. As discussed above, the Act requires that condominium developments be treated for zoning purposes like any other similar use, without regard to the ownership structure. I.C. 55-1524 (“zoning ... ordinances shall be construed to treat like structures, lots, or parcels in like manner regardless of whether the ownership thereof is divided by sale of condominiums created in a project pursuant to this act, rather than by the lease or other disposition of such structures, lots or parcels on any part or parts thereof.”).

Even if the Board does not feel a manufactured home condominium fits squarely within the TCC definition, there is a strong presumption of validity favoring the actions of a zoning authority when applying and interpreting its own zoning ordinances. *South Fork Coalition v. Bd. of Comm’rs*, 117 Idaho 857, 860, 792 P.2d 882, 885 (1990). and we are confident the Board would be within its discretion to determine the proposed use is a Manufactured Home Park.

If the Board determines the proposed use is unlisted, it must deny the application. Should the Board determine the proposed Manufactured Home condominium is neither a single family residential use nor a Manufactured Home Park, the Board is prohibited from approving the use unless it is added to the table of allowed uses pursuant to TCC Section 8-4-3 (“Any use not shown as in a zoning district in Table 8-4-1 is specifically prohibited in that district, unless [it is added by procedures outlined in the ordinance]...”; and TCC Section 8-4-1 (“Permitted land uses are outlined in the following Land Use Matrix (Table 1), land use schedule for the zoning districts. No other uses shall be permitted without being added to the schedule.”).

If the Board were inclined to modify the use table, it could only add the use “in a zone district that permits a listed, materially similar use.” TCC § 8-4-3. Our analysis is that only the R-2 zoning district (where Manufactured Home Parks are already allowed) would qualify, because a dense cluster of manufactured homes is not a “materially similar use” to the large lot residential uses allowed in the County’s other residential districts.

(3) Is the proposed use permitted on the Lot?

As discussed above, the proposed use fits the definition of a Manufactured Home Park. This use is not allowed in the A/RR-2.5 zone. It is only allowed in the R-2 zone.

The proposed use is not otherwise allowed in the A/RR-2.5 zone. The use is not a “Single- Family Detached Dwelling” which is defined as: “A dwelling designed and constructed

Shawn W. Hill, Executive Director
Valley Advocates for Responsible Development
October 5, 2020
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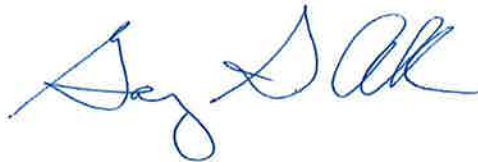
for occupancy by one household and located on a lot or separate building tract, having no physical connection to a building on any other lot or tract. This includes manufactured homes.” The proposed plat fails this definition because the developer proposes not one unit on the Lot, but 16. Further, the use fails as a Single Family Detached Dwelling because the “lot or building tract” does not meet the Minimum Lot Size of 2.5 acres set forth in TCC Section 8-4-4 for more than one unit.

The A/RR-2.5 zone allows a single “Mobile Home, Modular Unit, Single-Wide” on a lot, but not a cluster of 16 units as proposed. Furthermore, the modular, manufactured units proposed by the developer do not appear to meet the definition of a “Mobile Home, Modular Unit, Single-Wide”: “A vehicle with or without motive power designed to be used for human habitation. Also, a vehicular portable structure for human habitation, built on a chassis and designed to be used without a permanent foundation which is not taxed as real property by the county and state.” TCC § 8-4-2 (p. 4-15).

Finally, nothing in the Teton Creek Resort PUD modifies the use schedule to permit a manufactured home park or a cluster of manufactured homes.

Thank you for the opportunity to address these issues, and please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary G. Allen", with a stylized, cursive script.

Gary G. Allen

Encl: (6)

Exhibit A

TETON CREEK RESORT

Conditions for Preliminary Plat Approval

- 1) Appropriate language acknowledging prior water rights of downstream users as approved by the County Attorney be placed on the Final Plat and in the CC&R's (this will hold true for all phases).
- 2) Only clear spanning bridges will be used for road crossings of irrigation ditches. No culverts will be used (this will hold true for all phases).
- 3) All appropriate permits will be obtained from the Idaho Department of Water Resources.
- 4) Approval from Idaho District Senior Health for the temporary septic system will be obtained.
- 5) Appropriate language regarding prior rights of adjacent agriculture users reviewed and approved by the County Attorney will be placed in the CC&R's.
- 6) A final site plan will be submitted for review.
- 7) Final architectural and landscape drawings will be submitted for review.
- 8) A ROW will be provided for access to the Lane Moss road.
- 9) Continued discussions will be held with the appropriate irrigation ditch companies and individuals to identify cooperative efforts for maintenance of the ditches.
- 10) There will be a signed, written agreement, that, with reason, as dictated by the Board, with the Canal Company.
- 11) There will be a signed, written agreement, that, with reason, as dictated by the Board, with the Moss family.
- 12) There will be written approval from all State and Federal Agencies having jurisdiction at the appropriate phase.
- 13) There will be written approval from the County Engineer and other appropriate County Agencies at the appropriate phase.
- 14) A Final Plat drawn out to specs. including, but not limited to, the following: all waterways, easements, utilities, and building envelope will be submitted.
- 15) The recommendations of the wildlife and flood plain studies will be implemented.

16) All improvements required as a condition of approval will be secured by a bond, a letter of credit, or some other form of guarantee prior to final plan signature.

17) There will be no breaking of ground until final conditions and plat of each phase are met.

Exhibit B

Exhibit C

JAN 21 1997

126230

MUTUAL RELEASE OF CLAIMS AND SETTLEMENT AGREEMENTTETON CO., ID
CLERK RECORDER

This Mutual Release and Settlement Agreement ("the Agreement") is entered on the date first written below among: Teton Creek Resort, LLC, a Wyoming limited liability company ("TCR"); The Ad Hoc Committee Against Teton Creek Resort ("Ad Hoc"); Citizens For Teton Valley ("CTV"); The Community Association for Responsible Planning ("CARP"), and the Board of County Commissioners for Teton County, Idaho ("Board"), (sometimes collectively referred to as "the Parties").

RECITALS:

A. On November 20, 1992, TCR submitted a preapplication to construct a planned unit development on land owned by it in Teton County, Idaho ("TCR Property") or ("the Teton Creek Resort Project"). On June 7, 1993, Teton County Planning and Zoning Commission ("P&Z") granted preliminary plat approval. On June 30, 1993, the Board sent a letter to P&Z regarding the granting of preliminary plat approval on June 7, 1993 stating, "The commissioners feel that this would change the established process and that preliminary plat approval, conditional or otherwise, should not be given to Pitchfork Development Company without the filing of an engineer's plat. This plat must address any public safety questions prior to plat approval." On July 12, 1993, P&Z rescinded the granting of preliminary plat approval given on June 7, 1993. On October 12, 1993, the Board affirmed that P&Z decision. TCR filed an appeal of that decision in District Court on October 25, 1993 ("TCR Litigation I"). The Court, on November 24, 1994, issued its order with respect to that appeal, setting aside the July 12 decision of the P&Z, and the October 12, 1993 decision of the Board, and remanded the matter back to P&Z for further proceedings, subject

to a pending appeal by Ad Hoc, CTV, and CARP to the Board of the June 7, 1993 P&Z decision.

On February 27, 1995, the Board, upon remand, denied the appeal of Ad Hoc, CTV, and CARP, and upheld the P&Z June 7 decision which granted conditional preliminary plat approval to the project. Ad Hoc, CTV, and CARP then appealed that decision of the Board to the District Court ("TCR Litigation II"). On March 14, 1996, the District Court upheld the Board's decision of February 27, 1995.

On November 13, 1995, the Board gave final plat approval to the Teton Creek Resort Project. This decision was appealed in the case now pending in the District Court entitled, The Ad Hoc Committee Against Teton Creek Resort, Citizens for Teton Valley, and The Community Association for Responsible Planning, Appellants, vs. Board of County Commissioners of Teton County, Idaho, Respondent, Teton Creek Resort, L.L.C., Intervenor, Case No. CV 95-0128, ("TCR Litigation III").

B. The Parties have decided and agreed that, to avoid further expense and inconvenience, the uncertainty of litigation, and to remove obstacles to the construction of the Teton Creek Resort Project, it is in their respective best interests to enter into this Settlement Agreement and finally and forever settle and resolve all outstanding claims and differences among them, involved in, but not limited to the TCR Litigations I, II, and III (the "Disputes") by way of compromise and without any admission of liability by any party in accordance with the terms set forth below.

AGREEMENTS, REPRESENTATIONS, WARRANTIES AND CONDITIONS

Now, therefore, in consideration of the foregoing and the mutual covenants and agreements set forth below, and in full compromise, settlement and satisfaction of the claims which have been or could be asserted in the Dispute, and the other matters contained in the recitals above, the Parties represent, warrant and agree as follows:

AGREEMENT:

1.0 TCR has agreed to the following payments to or on behalf of Ad Hoc, CTV, and CARP as set forth:

1.1 Fees. Revenue shall be paid by TCR to the Teton Valley Land Trust, an Idaho non-profit corporation, as directed by it, from sales of units in the Teton Creek Resort Project as follows:

\$400 for each 1 bedroom unit sold
\$500 for each 2 bedroom unit sold
\$600 for each 3 bedroom unit sold
\$700 for each 4 bedroom unit sold

The funds shall be provided by TCR only upon closing or the sale of each unit, in a manner that provides the greatest tax benefit, if any, to TCR. TCR agrees that it will be responsible for the payment of other fees, costs, taxes, charges or assessments, or any other liabilities ("Other Fees"), relating to the Project not in the nature of or deemed to be Impact Fees as that term is construed by its ordinary and plain meaning, provided such Other Fees lawfully derive from state enabling statutes, are universally applicable, and are lawfully adopted by appropriate County action. The Parties agree that such payments by TCR shall be in the nature of and in lieu of any and all Impact Fees, or charges of a similar nature for the Teton Creek Resort Development, from which the Parties agree TCR is or shall be exempt, as to

any existing Impact Fees, or fees, costs, taxes, charges, assessments, or any other liabilities, in the nature of Impact Fees, and any such future fees, in the nature of impact fees, which may be imposed on the project.

2.0 Mutual Releases, Disclaimer and Cooperation. Effective upon execution of this Agreement, each party, individually and jointly, mutually releases, from the beginning of time to the end of the world, each other party, their personal representatives, heirs, successors, and assigns, together with their respective owners, members, agents, partners, servants, officers, directors, attorneys, and representatives from any and all claims, actions, causes of action, suits, controversies, demands, covenants, contracts or provisions whatsoever, asserted or unasserted, known or unknown, which that party ever had, or now has, for or by reason of any act, omission, matter, cause, or thing whatsoever, including but not limited to, all claims which are asserted or could be asserted in, or in any way relate to or arise out of or regarding, the Dispute. With the exception of claims that may arise from the breach of this Agreement, the Parties do not intend to reserve any claims whatsoever against each other.

The Parties agree upon execution of this Agreement that through their legal counsel they will promptly execute and file a Stipulation for Dismissal, with prejudice, of the TCR III Litigation.

Ad Hoc, CTV and CARP further agree that they individually or jointly, from the execution of this Agreement until the end of the world, through any present or future members, officers, directors, employees, associates, or agents will not raise or cause to be raised, any claim or objection of any manner whatsoever, to the sale, development, zoning,

land use plan or any other matter in any way arising from development or attempts to sell and develop the Teton Creek Resort Project at issue in, or relating to, arising out of or regarding the Dispute, provided the same are reasonably in accordance with the Recorded Plat, defined at paragraph 7.1. TCR agrees and acknowledges that Ad Hoc, CTV and CARP cannot control and are not responsible for an independent act of an individual who is among the membership of Ad Hoc, CTV or CARP, which act is not consistent with the intent of the parties to this Agreement, that Ad Hoc, CTV and CARP shall not use a member of their organization as an agent to bring or take an action which the organization has agreed not to bring or take under this Agreement.

Consistent with the foregoing, Ad Hoc, CTV and CARP agree, represent and warrant that they shall use their best efforts to cause, upon execution of this Agreement, the dismissal of protests, presently filed or filed in the future with the Idaho Department of Water Resources or other relevant agencies or entities, regarding in any way the application by TCR to use Idaho water in the Project (by way of example and not limitation, the protests of William P. Hunt and John E. Matthews).

3.0 Representations and Warranties. Each party, acting jointly and severally, represents and warrants to the other that no claims or matters which are the subject of this Settlement Agreement have been assigned or transferred to any other person or entity, in whole or in part, by that party and that each such party is the sole owner of said claims. Further, the Parties warrant that they have full power and authority to execute, deliver, and perform this Settlement Agreement, and that they have carefully reviewed this Agreement with their attorneys, and that they enter this Agreement free of any duress or compulsion of

any kind. The Parties will hold harmless and indemnify each other for breach of these representations and warranties, including attorney fees and costs.

4.0 No Support of Litigation. Except as otherwise specifically provided in the Settlement Agreement, no party will provide any information regarding the Dispute or any of the claims asserted in it to any person reasonably known or believed to be involved in any actual or potential suit, litigation or claim by any third party against any other party hereto, except pursuant to lawful subpoena.

5.0 No Admission. Nothing in this Settlement Agreement shall constitute or be construed as an admission of liability or wrongdoing by any party, or of any position whatsoever in connection with any matters in litigation or dispute in the Dispute or otherwise.

6.0 Attorney Fees. Appellants in the Dispute have outstanding attorney fees payable to the Roark Law Firm in the amount of \$11,800. TCR agrees to pay said attorney fees at the time of closing of the sale of the first 64 condominium units on the TCR Property and/or the Teton Creek Resort Project, upon the following formula: \$11,800 divided by 64 units or \$185 per unit. The per unit amount shall be paid at the time of the closing of each of said units directly from the buyers' funds received and shall be paid directly to James W. Phillips at P.O. Box 2740, Hailey, Idaho 83333. In the event that all of said closings do not occur by November 1, 1998, then the remaining amount of said attorney fees shall be paid on that date by TCR to James W. Phillips of the Roark Law Firm ("Attorney"). Said attorney fees shall be and the same hereby are a lien on the real property described in paragraph 7.1 of this Agreement, which lien is in favor of James W. Phillips of the Roark Law Firm and said

lien shall be partially released as each condominium unit is sold and the sum paid as set forth above. This Agreement is intended by the parties to be for the benefit of James W. Phillips of the Roark Law Firm and shall be enforceable by each of them.

7.0 Miscellaneous.

7.1 Binding Agreement and Covenant Running with the Land. This Settlement Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, representatives, successors and assigns. This Agreement shall be a covenant running with the land, more particularly described as Lots 1 through 19, Teton Creek Resort PUD, according to the plat thereof, recorded as Instrument No. 122038 filed on November 13, 1995 in the Teton County, Idaho Recorder's Office ("Recorded Plat").

7.2 Entire Agreement. This Settlement Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter covered in it and supersedes all prior agreements and understandings, written or oral, among any of the Parties with respect to such subject matter.

7.3 Amendment and Waiver. This Settlement Agreement may not be modified or amended, nor may any term or provision be waived or discharged except in writing signed by the party or parties against whom such amendment, modification, waiver or discharge is sought to be enforced. The waiver by any party of any breach by another party of any provision of this Settlement Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision hereof by such party, nor shall any failure to enforce any provision operate as a waiver of such provision or any other provision.

7.4 Enforcement. All reasonable costs and expenses incurred by a party (including but not limited to reasonable attorneys fees) in any actions, legal proceedings or investigations to enforce any substantial claim for breach of this Settlement Agreement shall be paid by the party who does not prevail as to such claim. In the event of breach of this Agreement, the Parties hereto shall have available to them all remedies afforded to them by applicable law, whether at law or in equity, including but not limited to, the remedy of specific performance.

7.5 Severability. If any provision or part of this Settlement Agreement is held invalid, illegal or unenforceable for any reason, the remainder of this Settlement Agreement shall nonetheless remain in full force and effect.

7.6 Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal law of the State of Idaho. The District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Teton, shall have exclusive jurisdiction over any lawsuit, controversy or claim for the enforcement of, arising out of or relating to this Agreement.

7.7 Representations and Warranties. TCR hereby represents and warrants that it is, and shall remain until after recordation of this Agreement, the sole owner of the real property described in the Recorded Plat.


7.8 Recording. This Agreement shall be recorded in the official records of the Recorder's Office of Teton County, Idaho, immediately upon complete execution.

IN WITNESS WHEREOF, the Parties have executed this Mutual Release of Claims and Settlement Agreement the day and year identified.

DATED this 25 day of December, 1996.

TCR:

TETON CREEK RESORT, LLC, a Wyoming
limited liability company

By: 
Its: MANAGER

Ad Hoc:

THE AD HOC COMMITTEE AGAINST
TETON CREEK RESORT

By: 
Its: DIRECTOR

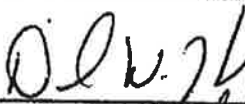
CTV:

CITIZENS FOR TETON VALLEY

By: 
Its: President

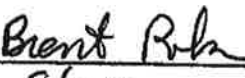
CARP:

THE COMMUNITY ASSOCIATION FOR
RESPONSIBLE PLANNING

By: 
Its: Vice President

Board:

BOARD OF COUNTY COMMISSIONERS FOR
TETON COUNTY, IDAHO

By: 
Its: Chair

STATE OF WY)
County of Teton) ss.

On this 12th day of Dec, 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Peter L. Cook, known to me to be Manager of TETON CREEK RESORT, LLC, a Wyoming limited liability company, the person who executed the within and foregoing Mutual Release of Claims and Settlement Agreement in my presence, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Pauline B. Bagley
Notary Public

My commission expires: 7-30-97



STATE OF IDAHO)
County of Teton) ss.

On this 30 day of December, 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert W. Crandall, known to me to be Director of THE AD HOC COMMITTEE AGAINST TETON CREEK RESORT, the person who executed the within and foregoing Mutual Release of Claims and Settlement Agreement in my presence, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Pauline B. Bagley
Notary Public

My commission expires: 1999



STATE OF IDAHO)
) ss.
County of Teton)

On this 30 day of December, 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lou Parri, known to me to be President of CITIZENS FOR TETON VALLEY, the person who executed the within and foregoing Mutual Release of Claims and Settlement Agreement in my presence, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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



Pauline Bagley
Notary Public

STATE OF IDAHO)
) ss.
County of Teton)

On this 30 day of December, 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David Hensel, known to me to be Vice-President of THE COMMUNITY ASSOCIATION FOR RESPONSIBLE PLANNING, the person who executed the within and foregoing Mutual Release of Claims and Settlement Agreement in my presence, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Pauline Bagley
Notary Public

My commission expires: 1999



STATE OF Idaho)
) ss.
County of Teton)

On this 30 day of Dec, 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bruce Robson, known to me to be Chairman of the BOARD OF COUNTY COMMISSIONERS FOR TETON COUNTY, IDAHO, the person who executed the within and foregoing Mutual Release of Claims and Settlement Agreement in my presence, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

R. C. Munn
Notary Public

My commission expires: 2000



126230

FILED

AT THE REQUEST OF

Robert Cradall

AT 28 MINUTES PAST 11 a.m.

DATE Jan. 21, 1997

Dea. J. Drake

BY Flora Rigby CLERK OF RECORD

DEPUTY

Exhibit D

RECEIVED

JUN 30 1997

TETON CO. ID
CLERK RECORDER

AFFIDAVIT

CERTIFICATE OF PUD STANDARDS

In the Matter of Final Plat)
Approval of the Teton Creek)
Resort ("TCR") Planned Unit)
Development Document)
No. 122038, filed with the Teton)
County Clerk of Recorder on)
November 13, 1995 ("PUD"),)
Consistent with Authorization of)
Development Agreements)
pursuant to Idaho Stat. §67-6511A)

127527

FILED

AT THE REQUEST OF

P. J. Lanning
A. 40 MINUTES PAST 9 A. M.
DATE *June 30, 1997*
Debra J. Drake
CLERK OF RECORD
BY *Clayton Smith* DEPUTY

STATE OF IDAHO)
COUNTY OF TETON) ss.

I, Leslie Nemeth, the Planning Administrator for Teton County, Idaho,
state and allege as follows:

1. This Affidavit is made of my own personal knowledge in that during the entire period of processing the TCR PUD, November of 1992 through Final Plat Approval, I was actively involved, first as the Administrative Assistant to the Planning Administrator and then as the Planning Administrator.
2. The Final Plat accurately sets forth the items there stated, but certain matters are herein set forth for clarification and made a matter of the record for future reference as the PUD is constructed in Phases over time, as originally planned and approved:
 - a) Building height - Buildings within the Teton Creek Resort development shall be no higher than 35' when measured from finished grade.
 - b) Building Setbacks shall be as shown on the recorded PUD.
 - c) Parking shall be provided at a rate of 1 space per one bedroom unit, two spaces per two bedroom unit, three spaces per three bedroom unit and three spaces per four bedroom unit.
 - d) Landscaping shall be in accordance with the Site Development Plan dated August 17, 1995, revised September 13, 1995 and attached for recording as Exhibit A ("Site Plan").

e) Project density shall be in accordance with the Site Plan and as noted on the recorded PUD.

f) Commercial development on Lots 5A and 5B shall be in accordance with the Site Plan. Approved square footage and uses for these lots shall be as described on the Site Plan and shall include but not be limited to the following:

Art/Photography Studio, Camera Shop, General Store, Delicatessen, Branch Bank/Post Office, Recreational Activities Facility, Launderette, Indoor/Outdoor Eating and Drinking Establishment, Daycare Facility, Sporting Goods, Personal Service Facility, Offices, Property Management, Rental/Sales Offices, Community Meeting Facility

For uses which are not listed but which may be similar and/or appropriate, the determination of suitability will be determined by the reasonable discretion of the Planning Administrator.

g. Parking standards for Lots 5A and 5B shall be in accordance with the Site Plan.

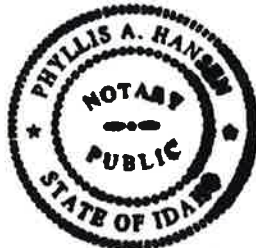
3. The purpose of this Affidavit is to summarize and record the specifications applicable to the TCR PUD. As such, the provisions of any current, proposed or future ordinances shall not affect the validity of the Teton Creek Resort Development for which a Master Site Development Plan was filed prior to the adoption of the Teton County Zoning Ordinance which became effective on July 28, 1993.

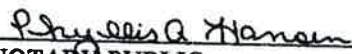
Further affiant sayeth naught.


Leslie Nemeth
Planning Administrator


The foregoing Affidavit was subscribed and sworn to before me by Leslie Nemeth on this 5th day of June, 1997.

Witness my hand and official seal.




NOTARY PUBLIC
My commission expires: 3-1-2001

Reviewed and Approved as to form and substance:

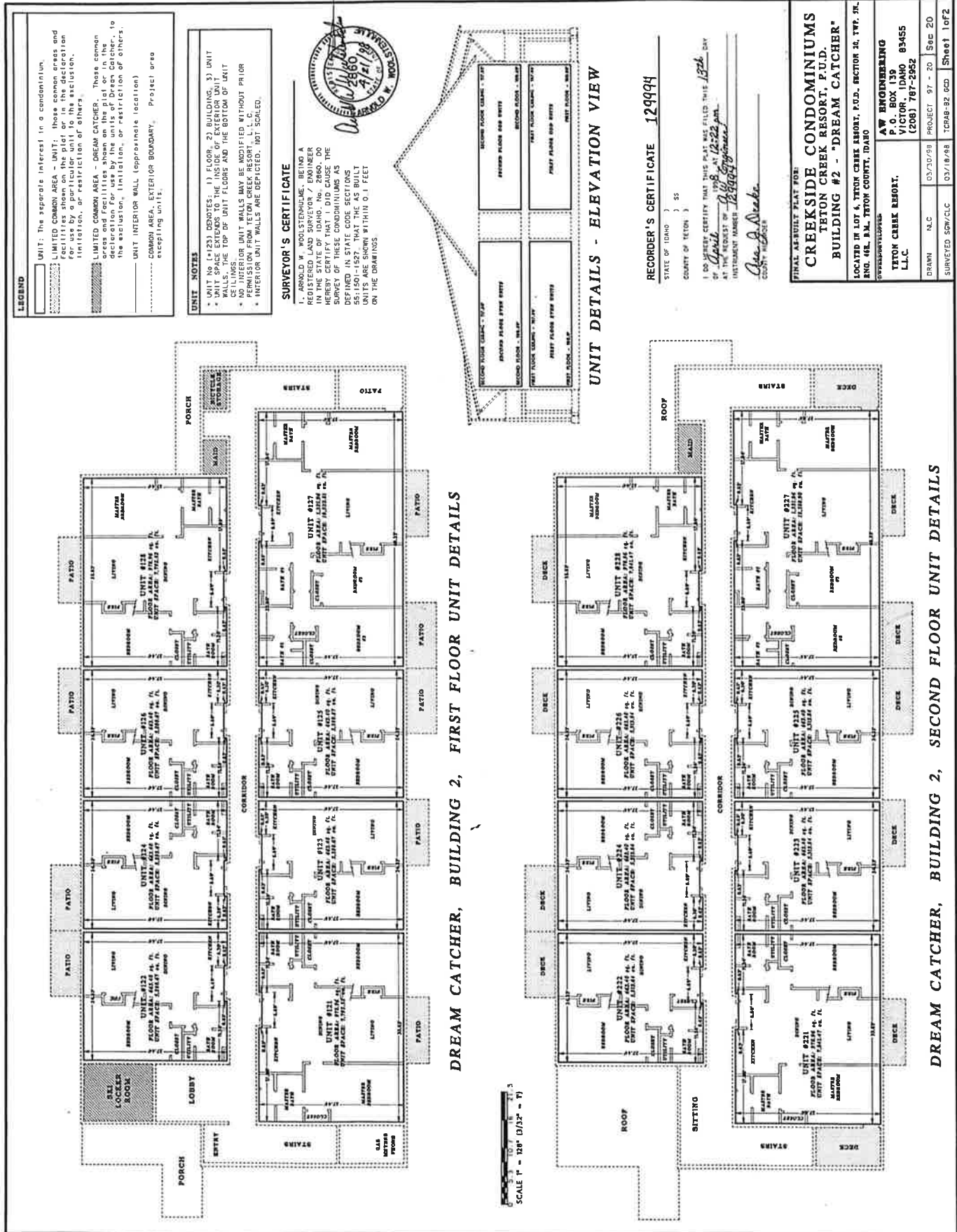


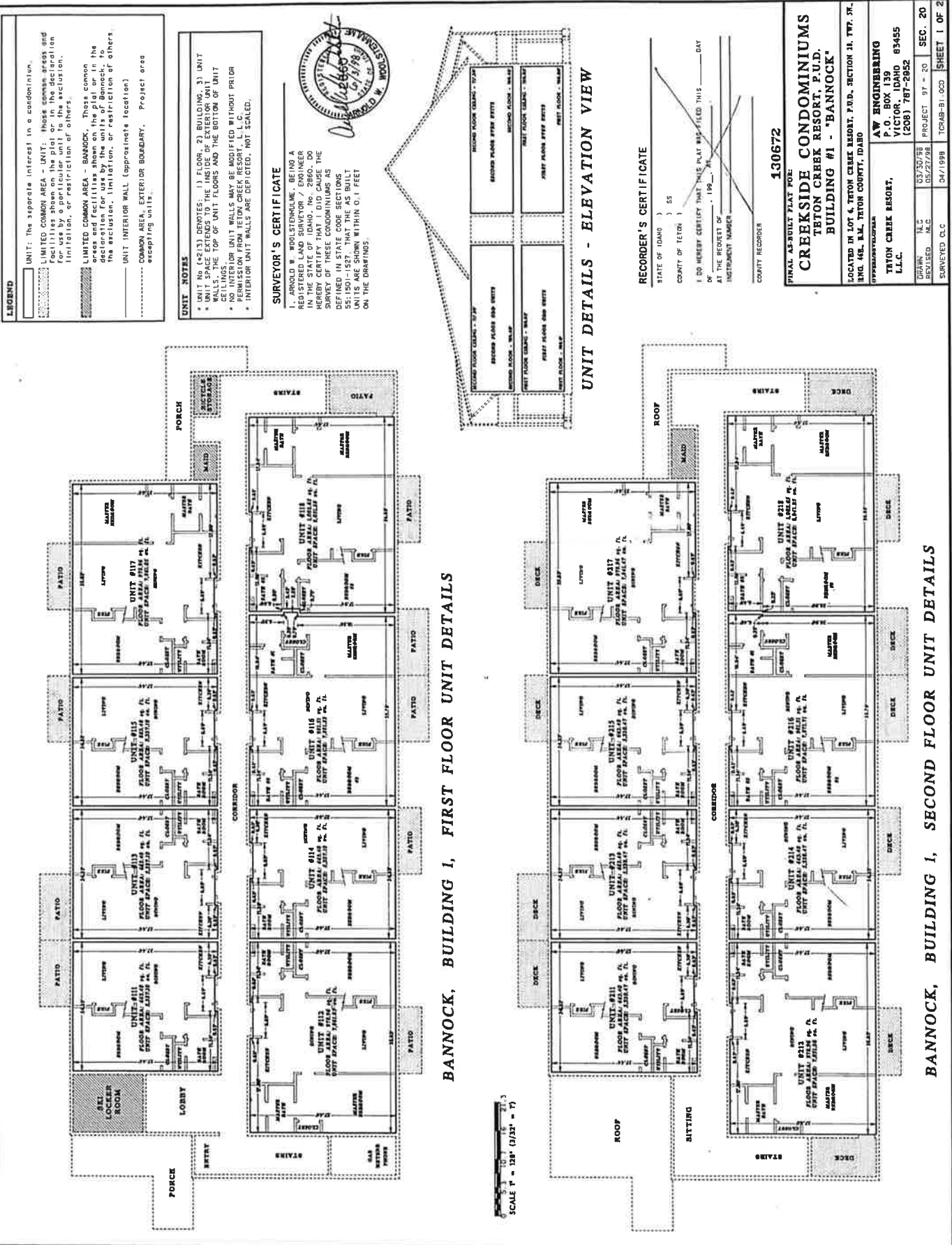
Nancy Schwartz
County Attorney
Teton County, Idaho
Date: 6/13/97

HH:11409 v1

NOT A LEGAL COPY

Exhibit E







TOTAL AD-BUILT FLAT FEE:		CREKSHS CONDOMINIUMS TEKSON CREEK RESORT, P.U.D. BUILDING #3, SHOSHONE LOCATED IN LOT 4, TEKSON CREEK RESORT, P.U.D., SECTION 24, TWP. 24N, RANG. 48W, 14E, TEKSON COUNTY, DADED	
SPECIAL AD-BUILT FLAT FEE:		AW ENGINEERING P.O. BOX 139 VICTORIA, IDAHO 83455 (208) 761-7352	
DRAWN REVISED SURVEYED APPROVED	N.C. N.C. AVE AVE	07/06/17 11/07/00 1997 1997	SHEET 2 OF 2 PROJECT 97 - 020 TCRAB-38.000 SECTION 20

140317

RECORDER'S CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF TETON)

I DO HEREBY CERTIFY THAT THE PLAT WAS FILED THIS 28th DAY
OF November, 1914, AT DES MOINES,
AT THE REQUEST OF H. Engineering

INSTRUMENT NUMBER 140317

W. C. Doyle by H. Pearson
COUNTY RECORDER

SECTION CORNER FOUND AS NOTED

ROAD INTERSECTION POINT SET WITH A 5/8" IRON PIN AND CAP DURING ORIGINAL SURVEY

LOT CORNER SET WITH A 1/2" IRON PIN AND CAP DURING ORIGINAL P. U. D. SURVEY

CALCULATED POINT - NOTHING FOUND OR SET

ROAD CENTERLINE

SETBACK LINE - SEE SETBACK NOTES

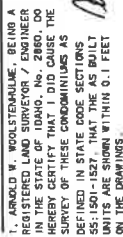
EASEMENT - TYPE AND WIDTH AS NOTED

GENERAL COMMON AREA - TETON CREEK RESORT PROJECT

LIMITED COMMON AREA - SUSHPOHE

0 40 80 120 160

SCALE 1" = 80'



FINAL ADULTRY PLAY POS CREEKSIDE CONDOMINIUMS TETON CREEK RESORT, P.U.D. BUILDING # 4, BLACKFOOT"		AW ENGINEERING P.O. BOX 130 WILSON, IDAHO 83455 (208) 767-2852		SHEET 2 OF 2
LOCATED IN LOT 4 TETON CREEK RESORT, P.U.D., SECTION 36, TWP. 36N, R. 10E, S. 14E, TETON COUNTY, IDAHO		TETON CREEK RESORT, L.L.C.		PROJECT 97 - 020 TCRAB-36.000
DRAWN REVISION SURVEYED	DATE BY AVE	09/06/97 10/11/99 1997	N.C. N.C. AVE	SECTION 20

RECORDED & INDEXED 135749

STATE OF IDAHO)
COUNTY OF TETON)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED THIS 8th DAY
OF JANUARY 1923, AT 2:23 PM.
AT THE REQUEST OF WILLIAM W. WEAVER
INSTRUMENT NUMBER 135749

Walter G. Boyle
COUNTY RECORDER

ROAD INTERSECTION POINT SET WITH A 5/8" IRON PIN AND CAP DURING ORIGINAL SURVEY

LOT CORNER SET WITH A 1/2" IRON PIN AND CAP DURING ORIGINAL U.S. SURVEY

CALCULATED POINT - NOTHING FOUND OR SET

ROAD CENTERLINE

SETBACK LINE - SEE SETBACK NOTES

EASEMENT - TYPE AND WIDTH AS NOTED

GENERAL COMMON AREA - TETON CREEK RESORT PROJECT

LIMITED COMMON AREA - DREAM CATCHER

SCALE 1" = 80'

Exhibit F



RECEIVED
SEP 05 2018
Teton County Building Dept.

PLANNING and BUILDING DEPARTMENT
RESIDENTIAL BUILDING PERMIT APPLICATION

This form is for detached one and two family dwellings and associated accessory buildings only. Commercial or multi-family dwelling units require a different form. Each structure on your property requires a separate permit. Building permits expire three years from the date of issuance. Permits may be renewed with an extension application and payment of appropriate extension fees.

OWNER: TCR LLC, a Wyoming limited liability company

Phone (307) 413-3473 Email hstatter@firewise.net

Mailing Address P.O. Box 10586

City Jackson State WY ZIP 83002

APPLICANT (Contact Person*): Harry Statter

Phone (307) 413-3473 Email hstatter@firewise.net

Mailing Address P.O. Box 10586

City Jackson State WY ZIP 83002

* If applicant is other than owner, a letter of authorization must accompany this application. Only the owner or his/her authorized agent may sign the application, correction list, or permit.

CONTRACTOR: _____ Phone (_____) _____

Mailing Address _____

City _____ State _____ ZIP _____

State of Idaho Contractor's Registration Number: _____ Email _____

Insurance Carrier _____ Phone (_____) _____

MECHANICAL CONTRACTOR: _____ Phone (_____) _____

State of Idaho HVAC Contractor License Number _____

SITE LOCATION: 17B 2465 Creek View Dr.

Street Address Lot 12A Teton Creek Resort Phase III City Driggs

LEGAL DESCRIPTION:

Section 20 Township 5N Range 46R Parcel NE 1/4, SW 1/4, Sec 20

Subdivision Teton Creek Resort phase III Lot 12A Block 12B

PROPOSED USE: Please describe the nature of the project. (i.e. new single family dwelling with attached garage, detached garage, guest house, barn, shed, addition to a single family dwelling, etc.)

Single Family Dwelling with Attached Single Car Garage - modular

FIRE DEPARTMENT REVIEW: Your site plan must be reviewed by the County Fire Marshall, including driveways and hillside slopes, and must meet fire department access requirements. For properties located within a subdivision, current certification of the fire suppression system will be required prior to approval by the Fire Marshall.

Fire Department Review by (Print Name) see attached Signature _____ Date _____

GROSS SITE AREA OF LOT: 2.7 Acres or: _____ Square Feet.

NUMBER OF EXISTING BUILDINGS: Dwellings 0 Outbuildings 0

SITE TOPOGRAPHY: Percent of slope to be developed: Building Site 0-2 % Driveway 0-2 %

SITE ELEVATION: Is the site at 6,600 feet above sea level or higher? Yes _____ No X (see snow load requirements)

SCENIC CORRIDOR: Structures with-in 330 ft. of the edge of the Right Of Way of State Highway 33, 32, 31, and Ski Hill Road are considered to be in the Scenic Corridor. Is this structure in the Scenic Corridor? Yes _____ No X
If yes, then you will be required to apply for a Scenic Corridor Permit, which must be submitted and approved prior to receiving a Building Permit.

FLOODPLAIN: Is the structure located in a Special Flood Hazard Zone? Yes _____ No X
If yes, then a separate Flood Plain Development application must be submitted with this building application. A Pre-construction, Construction, and Finish Elevation Certificate, certified and stamped by an engineer/surveyor licensed in the State of Idaho, are required. See Teton County Title 12: Flood Damage Prevention and Flood Insurance Rate Maps (FIRMs), which are available in the County Planning Department, if you are unsure of whether or not your property is in a mapped Flood Zone.

WETLANDS: Are there designated wetlands located on or adjacent to the property, the site of the proposed structure or the access roadway? Yes _____ No X
If yes, you must contact the Army Corp of Engineers for the required permits and submit documentation from the Army Corp with this application. See the Teton County Wetland Overlay Map, which is available in the County Planning Department, for information regarding designated overlay areas.

BRIDGES: Are there any bridges proposed for the site? Yes _____ No X
If yes, contact the Teton County Road and Bridge Department for the standards & required permits. You must submit your approved bridge permit with this application. Floodplain and/or Wetland permits may be required for a proposed bridge as well, See above.

PROPOSED ACCESS: If proposed construction is accessed by a State or County road, an approved road access is required. Contact:

Idaho Department of Transportation
206 North Yellowstone Hwy. Rigby, Id.
(208)-745-7781

OR

Teton County Road and Bridge
224 North Main Driggs, Id
(208) 354-2932

SETBACKS: Indicate the distances of proposed structures from property lines, road easement or right of way lines, rivers, creeks, streams, wetlands and ditches. Clearly show any of these features on your site plan for review by the Planning Department. See the attached setback chart.

Front 240 ft. Rear 20 ft. Left Side 10 ft. Right Side 240 ft.

Roads (easement or right of way) n/a ft.

Rivers 100 ft. (Teton) Creeks/Streams 50 ft. Irrigation Ditches/ Canal 20 ft

HEIGHT OF STRUCTURE: 16-18 ft. (30 ft, max)

Height as defined by Teton County Title 8: The vertical distance as measured from the highest point of the roof or the building, down to a point representative of the average finished grade of the land around the perimeter of the building, except on hillside development, in which case height will be measured from the high side of the foundation, but no further than eight feet (8') out from the foundation wall.

TCR, llc

FIRE DEPARTMENT REVIEW: Your site plan must be reviewed by the County Fire Marshall, including driveways and hillside slopes, and must meet fire department access requirements. For properties located within a subdivision, current certification of the fire suppression system will be required prior to approval by the Fire Marshall.

Earle Giles [Signature] Date 10-9-2018
Fire Department Review by (Print Name) Signature

GROSS SITE AREA OF LOT: 2.7 Acres or: _____ Square Feet.

NUMBER OF EXISTING BUILDINGS: Dwellings 0 Outbuildings 0

SITE TOPOGRAPHY: Percent of slope to be developed: Building Site 0-2 % Driveway 0-2 %

SITE ELEVATION: Is the site at 6,600 feet above sea level or higher? Yes ___ No X (see snow load requirements)

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HEIGHT OF STRUCTURE: 16-18 ft. (30 ft. max)

Height as defined by Teton County Title 8: The vertical distance as measured from the highest point of the roof or the building, down to a point representative of the average finished grade of the land around the perimeter of the building, except on hillside development, in which case height will be measured from the high side of the foundation, but no further than eight feet (8') out from the foundation wall.

	Existing	Proposed (New)
Habitable above grade main floor:	_____ sq. ft.	_____ sq. ft.
Habitable above grade 2 nd floor:	_____ sq. ft.	_____ sq. ft.
Habitable above grade 3 rd floor:	_____ sq. ft.	_____ sq. ft.
Manufactured Home <u>Modular</u> Home Setting	_____ sq. ft.	<u>1062</u> sq. ft.
(x) Full concrete () Piers		
Habitable below grade (basement):	_____ sq. ft.	_____ sq. ft.
Non-habitable below grade (basement):	_____ sq. ft.	_____ sq. ft.
Garage/ Barn w/ Foundation:	_____ sq. ft.	<u>416</u> sq. ft.
Attached <u>X</u> Detached _____		
Pole barns, sheds, carports, covered decks:	_____ sq. ft.	_____ sq. ft.

Habitable space is defined as conditioned living space. Garages, barns, and other miscellaneous out buildings, attic spaces, and crawl spaces are not included as habitable floor area. Heated storage areas, studios, exercise rooms, and/or offices are included as habitable floor area. **Gross floor** area is measured from exterior wall surface.

If the **manufactured home** listed on this application was constructed prior to June 15, 1976, it is required by the State of Idaho to be re-certified under the Idaho Mobile Home Rehabilitation Act which became effective on July 1, 1998. Rehabilitation repairs (if needed) shall be in accordance with Section 44-2503 of the Idaho Mobile Home Rehabilitation Act prior to issuance of a setting permit.

	Existing	Proposed (New)
Number of bedrooms:	_____	<u>2</u>
Number of bathrooms:	_____	<u>2</u>
Number of kitchens:	_____	<u>1</u>

HVAC SYSTEM(S): (Place a check by each type being installed and indicate the quantity.)

_____ Forced air electric	Number of furnaces	_____
_____ Forced air gas	Number of furnaces	_____
_____ Water heater gas	Number of Water heaters	_____
_____ Gas in-floor heat	Number of Boilers	_____
_____ Electric in floor heat	Number of Boilers	_____
_____ Other	List _____	

FIREPLACE(S): (Place a check by each type being installed.)

_____ Gas fireplace (s) factory built	Number to be installed	_____
_____ Solid fuel fire place(s) factory built	Number to be installed	_____
_____ Solid fuel masonry fire place(s)	Number to be installed	_____

ESTIMATED COST OF CONSTRUCTION: \$ 150,000.00 (Round to nearest dollar amount.)

This figure should be the actual cost of construction not including land, this will be used for reporting purposes only. Permit & Plan Review fees will be calculated based on the valuation determined by the Building Department using the Building Valuation Data published by the International Code Council.

APPLICANT'S SIGNATURE: Under penalty of perjury, I hereby certify that I have read this application and state that the information herein is correct and true to the best of my knowledge. I agree to comply with all County regulations and State Laws relating to the subject matters of this application and hereby authorize a representative of this County to enter upon the above-mentioned property for inspection purposes. In signing this application, I acknowledge that the County's acceptance of this application and permit fees does not constitute approval of the permit. I agree not to commence any work for which this application is being made prior to approval of this application by the appropriate County Agencies and understand that additional fees will be assessed if such work is commenced. I also understand that this permit is not valid until all fees are paid in full.


Signature *

Harry A. Statter, Managing Member
Print Name and Title

9/5/18
Date

Signature *

Print Name and Title

Date

* If owned by a corporation, trust or similar entity, provide documentation of authority to sign.

SUBMITTAL REQUIREMENTS FOR BUILDING PERMIT APPLICATIONS

The following items are required and shall be submitted to the building department when applying for a permit.

1. **Application:** Make sure you have the proper application type, i.e. residential or commercial. All applicable portions of the permit shall be filled in. If you are unsure about the applicability of a question, please call ahead or come in to ask for assistance.
2. **Owner Application Check List:** Every item on this checklist, found below, must be filled out with Y, N, or NA or your application may be deemed incomplete.
3. **Plans:** Residential building permit applications require 2 sets of plans be submitted for review. Plans shall be reviewed and stamped by a Structural Engineer licensed in the state of Idaho.
4. **Proof of Ownership:** A copy of either the Warranty Deed or Quit Claim Deed must be submitted with this application.
5. **Letter of Authorization:** If the owner will not sign the application, he/she may submit a letter of authorization with the application to allow a representative to sign and act for the owner. A template is available on the County website or in the Building Department.
6. **Septic or Sewer Permit:** Individual septic permits are issued by Eastern Idaho Public Health Department (208-354-2220). If you are connecting to a central sewer system you will need to submit a copy of the receipt of payment for connection fees to either the Driggs or Victor sewer system.
7. **Energy Analysis:** It is highly recommended that an energy analysis be run on all habitable structures. You can download a free copy of the program at www.energycodes.gov (Rescheck for residential projects). Follow the directions provided and submit a copy of the results with your application OR you can use the form for the prescriptive method provided at the back of this application.
8. **Floodplain:** Provide all necessary elevation certificates and Floodplain specific information with this building permit application.
9. **Access Permit(s):** Provide a copy of all approved access permits from the State of Idaho or Teton County Road and Bridge Dept.
10. **Impact Fees:** Complete the appropriate impact fee application and submit it with this application.

Owner / Applicant Acknowledge: (Read each of the following and initial acknowledgment.)

1. Name, address, and permit must be clearly posted on the project.
2. Certificate of Occupancy may be denied if the home is occupied prior to a final inspection. Before occupying your project, you must have a final inspection by the Building Department and other appropriate County and State Agencies. Following approval of these inspections, a Certificate of Occupancy will be issued. Occupation of the proposed building in whole or in part without the appropriate final inspections may make you subject to fines under the Teton County Building Code (Title 6) and the currently adopted International Residential Code.
3. You must have final inspections from the State Division of Building Safety Electrical and Plumbing Inspectors prior to receiving a Certificate of Occupancy.
4. When applicable, you must have a final inspection and approval of the septic system from Eastern Idaho Public Health prior to receiving a Certificate of Occupancy.
5. There shall be provisions made for a port-a-potty or access to sanitation facilities on all job sites. (This is strictly enforced.)
6. Final approved addresses must be posted in accordance with Teton County requirements. These requirements can be found in Title 13 (Address Ordinance) of the Teton County Code.

INSTRUCTIONS FOR OWNER APPLICATION CHECKLIST

In an effort to inform owners, design professionals, and builders of the minimum requirements the plans examiner is looking for, we have created the owner application checklist. We require that all of the items on the checklist be addressed during the plan review stage. The checklist must be filled out and submitted with your building permit application. Plans found to be insufficient for architectural, life safety, or structural reasons will be refused. If refused, the applicant will be responsible for picking up one set of their prints from the building department, making all required corrections, and returning two corrected sets for review by the Building Official. When completing the checklist, note that several of the items have the option of either detail or notes. For example, flashing under the building envelope section can be addressed on a general note page with the following statement: flashing shall be provided at all required locations, including but not limited to, windows, doors, masonry intersecting with framing, above projecting trim, where roofs or decks intersect with walls, etc. Other items will require some research on behalf of the applicant, such as structures located in areas subject to ground water due to seasonal spring run-off or irrigation. While we can often let the applicant know that high water is present on a site we cannot always make the determination that it is not. Assurance that these issues have been addressed shall be the responsibility of the applicant.

Complete each of the following with: Y, N, or NA

Format:

- Y Plan size should not exceed 24"x 36"; printed in ink or other acceptable means. A PDF file of the plans for new homes, including structural, mechanical, and electrical if possible, is also appreciated.
- Y Plans should scan-able, min. 1/8" lettering; min. 1/4" scale, or other commonly accepted scale, good contrast.
- Y Plans shall be to scale; scale is indicated for each drawing; pages are numbered.
- Y All pages shall bear owners name, designers name, date of drawings, sheet number and description.
- Y Site plan, 24"x 36" or at a commonly accepted engineering scale. (11" x 17", 8 1/2" x 14", and 8 1/2" x 11" are acceptable)

Special Conditions:

- N/A Proposed structures within 330 ft. of highways 31, 32, 33, and Ski Hill Road must submit a separate permit application for building in the Scenic Corridor. The approval of the County Planning & Zoning Commission shall be attached to this application when submitting.
- N/A Structures located within the FEMA, Special Flood Hazard Area shall show compliance with the Flood Resistive Construction requirements of the IRC.
- N/A All structures proposed in a Special Flood Hazard Area shall be required to provide the following:
1. Preconstruction Elevation Certificate,
 2. Construction Elevation Certificate
 3. Final Elevation Certificate.
- These shall be prepared and certified by a Surveyor or Engineer licensed by the State of Idaho. All Elevation Certificates shall be stamped and signed.
- N/A Plans for structures located in areas subject to seasonal high ground water from spring run-off or irrigation must be drawn by a licensed design professional and shall include details protecting the structure, and all insulation, electrical, plumbing, and mechanical systems from damage due to moisture and/or mold.

Architectural Drawings (when prepared by a licensed architect, must be stamped and signed.):

- Y Cover sheet showing applicable codes as adopted by Teton County, owner information, contact information, legal description and address, snow loads, wind load, and seismic design category.
- Y All site plans are required to show all property lines, set backs, septic location, wells and/or sewer and water connections. Show any wet lands, Special Flood Hazard Areas, north indicator, easements, ditches, streams, rivers etc.
- Y Dimensioned floor plans for each floor including details for stairs, handrails, and guards are required. All doors show size and direction of swing.
- Y Provide the size of and location of crawlspace and attic access. Note: access is required within 20 ft. of any mechanical equipment located in crawl spaces or attics.
- Y Indicate fire separation for garage walls, ceilings and their supporting elements common to the dwelling unit.
- Y Provide exterior elevations (all sides) of the building indicating existing and final grades.
- Y Interior cross sections showing ceiling height and headroom at landings and stairs with rise and run called out on the plans.
- Y Window details shall show head and sill height and a schedule showing call-out sizes and indicating units that are egress units or tempered glass. Egress units shall also be indicated on floor plans.
- Y Provide details of egress window wells shall include size and depth when required. Wells deeper than 44" shall show window swing and ladder.

Building Envelope:

- Y Indicate the depth of foundations from finished grade to bottom of footing. All basements and crawlspaces must be damp proofed or water proofed against infiltration with an approved moisture barrier on the exterior of the walls enclosing interior spaces or floors. Provide detailed drawings of any footing drain system in the case of sub-water or surface water issues. Show final grade slopes away from foundations. (No exceptions)
- Y It is recommended that a radon system be installed below living spaces. Plans must indicate the type and show locations of vent(s) through the roof.
- Y Provide wall section(s) showing exterior finish, weather barriers, structural sheathing, building envelope insulation, vapor barrier and interior finished surfaces.
- Y Indicate R-values for roof, walls, floors, crawlspaces, basement walls, and concrete slabs. Indicate U-factors for windows.
- Y Flashing details and/or notes shall be provided for all required locations including, but not limited to, windows, doors, where masonry intersects with framing, above projecting trim, where exterior walls intersect with roofs or decks.

Exterior & Interior Stone and Masonry Veneer: (Engineering may be required)

- N/A Indicate size, type, and location of rock or stone veneer.
- N/A Show attachment, support from below and supporting walls in accordance with the requirements and limitations of 2012 IRC Section R703.7, 2012 IRC Section R1001, IBC section 1405, and IBC Section 2111 for seismic zone D.

Wood Burning Masonry Fireplace: (Engineering required unless otherwise approved by the Building Official)

- N/A Show compliance for clearance from combustibles and required fire blocking.
- N/A Indicate all directional changes in chimney walls and/or flue lining.
- N/A Indicate compliance for chimney termination and spark arrestors.

continued...

- N/A Indicate size, thickness, extension, and material type for mantles, hearths and supporting elements.
- N/A Provide dimensions of the fireplace opening.
- N/A If the fireplace is located on an exterior wall, provide a detail of the chimney attachment to floors and roofs more than 6 feet above grade.
- N/A Provide dimensions and location of lintel, throat, damper, smoke chamber and flue.
- N/A Provide combustion air size, material, and location within the firebox. Indicate the termination at the building exterior.
- N/A When used as a structural element of the building, show attachments and reinforcement of beams, etc.

Gas Fireplace:

- N/A Provide manufacturer and model of all vented gas fireplaces and fireplace heaters. Installation shall be in accordance with the manufacture's installation instructions. (A copy of these instructions shall be onsite for reference, if needed, by the inspector)
- N/A Provide size and location of the exterior combustion air openings.
- N/A Direct-vent fireplaces and heaters are recommended for sleeping rooms. (Un-vented heaters are not allowed for comfort heat in occupied spaces)

Mechanical:

- N/A Show location and Btu rating of all gas appliances including, but not limited to, boilers, furnaces, ranges and cook tops, vented fireplaces and heaters, and water heaters.
- N/A Show gas line piping with sizing, individual appliance demands and total demand.
- N/A Required drain pans and combustion air shall be shown on plans.
- Y Indicate access to, and required clearances for, all mechanical equipment.
- Y Provide details and/or notes for proper vent termination of all appliances.
- Y Show access and clearances for all equipment and appliances. (Including clearances above the cook top.)
- N/A Provide the location of any condensate disposal.
- Y Provide required water heater and/or boiler combustion air openings, seismic bracing, and drain pans.
- N/A Appliances located in garages shall be protected from impact and have their source of ignition a minimum of 18" off the floor unless otherwise tested, listed and approved for floor installation.

Electrical:

- Y Show location and type of exterior light to meet requirements in the Teton County Zoning Ordinance 8-4-6 and Subdivision Ordinance 9-4-1-K Outdoor Lighting
- Y Provide the location and type of smoke detectors to be used. (All smoke detectors shall be interconnected, hard wired with battery back-up).

Climatic and Geographic Design Criteria

Ground Snow Load: An engineer, licensed in the state of Idaho, shall determine the site specific ground snow load (using the University of Idaho Normalized Ground Snow Load Map or other approved source). Ground snow loads for the majority of Teton County exceed 70 psf therefore all structures built in Teton County Idaho are required to be reviewed and stamped by an Structural Engineer licensed in the state of Idaho

Roof Snow Load: In lieu of an engineer's determination, the following requirements should be used:

Minimum roof snow load for elevations less than 6,600 feet above sea level is 85 psf + dead load + drift

Minimum roof snow load for elevations of 6,600 above sea level or higher is 100 psf + dead load + drift

Wind Speed: 90 MPH / 3 second gusts.

Seismic Category: D-1

Weathering: Severe (per 2012 IRC figure 301.2.3). Concrete and masonry shall conform to severe requirements of the IRC.

Frost Line Depth: 32" From bottom of footing vertically to finished grade or as determined by a soils investigation.

Termite: None to Slight as per IRC

Winter Design Temp: -30 degree outdoor design temperature.

Under-Layment Req: Yes/ice water shield shall extend from the lowest edges of all roof surfaces to a point 24 inches inside the exterior wall line of the building

Air Freezing Index: 2500 per 2012 IRC Figure 403.3(2). An Estimate of the 100 year (1%) Return Period

Mean Annual Temp: 40f – 45f

Table of 2012 IECC Building Envelope Requirements for Idaho
Prescriptive Requirements for Climate Zone 6B

Window	Skylight	Ceiling	Wood Frame	Mass Wall	Floor	Basement Wall	Slab	Crawl Space Wall
U-Factor	U-Factor	R-Value	R-Value	R-Value	R-Value	R-Value	R-Value & Depth	R-Value
.35	.60	R-49	R-20 or 13+5h	R15 to 19	R-30	R-15 to R-19	R-10 / 4 ft.	R-10 to 13

RESIDENTIAL ENERGY CONSERVATION CODE

All residential structures in Teton County are required to be designed and constructed for the most effective use of energy. Compliance shall be documented in one of the following two ways:

1. At no charge by going to www.energycodes.gov, downloading the latest version of Res-Check, and following the directions provided. After compliance has been met print off a copy and submit it with the building permit application. (This is the most economical way to meet the energy code requirements.)

2. By using the prescriptive method, the following requirements shall be met:

Windows	Minimum U-Factor = U .35
Skylight	Minimum U-Factor = U .60
Ceiling	Minimum R-Value = R 49
Wood Frame Wall	Minimum R-Value = R 20 or 13+5h
Mass Wall R-Value [i.e. ICF, Masonry etc]	Minimum R-Value = R 15 to 19
Floor	Minimum R-Value = R 30
Basement Wall	Minimum R-Value Cont. = R 15 Minimum-R Value Frame = R 19
Slab	Minimum R-Value = R 10 & Depth = 4 ft.
Crawl Space Wall	Minimum R Value Cont. R 10 Minimum R Value Frame R 13

Statement of Compliance:

The proposed building design represented in these documents is consistent with the building plans, specification, and other calculations submitted with the permit application. The proposed building has been designed to meet the requirements of the currently adopted International Energy Conservation Code.


Building Designer / Applicant

Contractor

Date 9/5/18

OFFICE USE ONLY

ESTIMATED VALUE 166,640

166,640 garage 250- garage 150k mod
BUILDING PERMIT FEES 250- SETTING PERMIT FEES 250- IMPACT FEES 2005.96

FOUNDATION S _____ Date _____ Check Number/Cash _____ REMAINING BALANCE: S 2255.96

PAYMENT RECEIVED BY _____ DATE _____ CHECK # _____ AMOUNT S _____

PLANS APPROVED BY: TH Davis Date: 9/12/2019
Building Official

BUILDING PERMIT NUMBER: FI-1022-233 EXPIRES ON: 10/1/2022