

January 20, 2025

VIA USPS AND EMAIL

Teton County Board of County Commissioners
150 Courthouse Drive
Driggs, Idaho 83422
commissioners@tetoncountyidaho.gov

RE: Parcel No. RP04N45E234825 - Log Cabin Lane Subdivision

Dear Commissioners,

Log Cabin Lane, LLC (“LLL”) retained me and my firm to represent it pertaining to its subdivision application for its property located at 4710 S 500 W, Victor, Idaho 83455 (the “Property”). Specifically, LLL requested that I write you, the Teton County Board of County Commissioners (the “BoCC”) to address that certain Development Agreement, recorded on April 26, 2010 as Instrument No. 210870 (the “Development Agreement”) and how it affects LLL’s Property and proposed subdivision (the Log Cabin Lane Subdivision). A copy of the Development Agreement is attached hereto as **Exhibit A**.

As explained below, the Development Agreement presents no barriers to LLL’s current subdivision application. Specifically, the *current zoning* of the Property, as established by Teton County, is IR-Industrial Research. Thus, any reversion contemplated within the Development Agreement would be from “Commercial 3 (C-3)” to the current established zoning - namely, IR-Industrial Research.

I. The Development Agreement

In April 2010, the BoCC entered into and executed the Development Agreement with the then-owner of the Property, Grand Teton Log and Lumber, LLC (“GTLL”). According to the Development Agreement, GTLL sought a conditional use permit and a zoning district change for the Property. In granting GTLL’s applications, the BoCC placed several conditions on the zoning change for the Property. At issue here is the following condition within the Development Agreement:

Post Office Box 631
60 East Wallace Avenue
Driggs, Idaho 83422



Telephone 208.354.2345
Fax 208.354.2346

seanmoulton@tetonvalleylaw.com wfischer@tetonvalleylaw.com

Landowner acknowledges that zoning would revert to A/RR 2.5 if the current use shall end. This acknowledgement notwithstanding the landowner does not waive any other rights inherently herein.

See Exhibit A.

In 2010, GTLL used the Property as a lumber mill in conjunction with its log home construction business. GTLL utilized a large industrial building on the Property as the mill for processing and finishing its logs for use in construction (the "Mill"). Although not expressly mentioned within the Development Agreement, it is reasonable to assume that the conditional use authorized by the BoCC in 2010 pertained directly to GTLL's operation of the Mill and log home construction business.

In 2018, GTLL closed its business and demolished the Mill on the Property shortly thereafter. Despite this cessation of use, the Property remained zoned C-3 Wholesale/Light Manufacturing Commercial. GTLL subsequently sold the Property in April 2018 to the Anna C. Haworth Trust.¹ Despite this transfer, the Property remained zoned C-3. Indeed, the Property remained zoned C-3 when it was transferred again in 2020 to Maple Lane LLC².

When Teton County adopted its new Land Development Code, effective August 3, 2022, the Property was assigned a new zoning classification of "IR-Industrial Research." Moreover, the Property remained zoned IR when Maple Lane LLC transferred it to B & R Rental LLC in 2023³, and when B & R Rental LLC ultimately conveyed the Property to LLL in 2023⁴.

II. LLL's Subdivision Application

In August 2024, LLL submitted its completed subdivision application for the Property. LLL's application was and is based upon the Property's *current IR zoning*. As such, LLL's proposed preliminary plat seeks to subdivide the Property under the allowed density available to the IR zone.

¹ See Teton County Instrument No. 249810.

² See Teton County Instrument No. 259260.

³ See Teton County Instrument No. 281662.

⁴ See Teton County Instrument No. 282881.

However, in December 2024, Teton County's then-Planning Administrator, Jade Krueger, communicated with LLL, stating that she had just discovered the Development Agreement and was going to recommend that the BoCC "pursue legal review" of the Development Agreement to see if it was "still binding."

III. The Legal Effect and Applicability of the Development Agreement

In Idaho, the Court will seek to interpret and construe a contract by its "plain meaning." *See Harris v. State, ex rel. Kempthorne*, 147 Idaho 401, 405, 210 P.3d 86, 90 (2009). If the Court finds that a contract contains an ambiguity, it will look to the intention of the parties when they entered the contract. *Kunz v. Nield, Inc.*, 162 Idaho 432, 442, 398 P.3d 165, 175 (2017). Moreover, the Court will resolve any ambiguities within a contract *against the drafter* should the parties' intent be unclear. *See id.*

Here, the plain meaning and interpretation of the Development holds that the zoning of the Property would revert to *its underlying zoning designation* upon GTLL's cessation of use. When the Development Agreement was executed, the Property's underlying zoning was "Residential 2.5 (A/RR 2.5)." However, following the execution of the Development Agreement, two substantial events have transpired: 1) Teton County's Land Development Code was utterly overhauled, resulting in the removal of the A/RR 2.5 zone; and 2) Teton County rezoned the *underlying zoning* of the Property to IR - Industrial Research. Applying these facts to the matter at hand, the Development Agreement does not bar LLL's current subdivision application as it seeks to subdivide under the Property's *current zoning*.

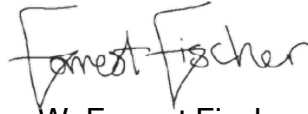
Stated another way, if the BoCC assumes that the Development Agreement's "use" provision still applies, the Property's current designation would be a grandfathered C-3 use/zoning. *See Eddins v. City of Lewiston*, 150 Idaho 30, 34, 244 P.3d 174, 178 (2010). However, LLL is not seeking to utilize this now-nonconforming use. Instead, it seeks to subdivide under the County's current zoning classification established in 2022, which zoned the Property as IR-Industrial Research.

Given the foregoing, the Development Agreement does not, and should not, bar or otherwise hamper LLL's pending subdivision application for the Property. If necessary, LLL will seek declaratory judgment from the District Court on this matter. However, LLL hopes that such extraordinary measures are unnecessary for the above reasons.

Teton County BoCC - Log Cabin Lane Subdivision
January 20, 2025 P - 4

If you have any questions regarding this matter, please let me know. Thank you for your time and consideration of this matter.

Sincerely,

A handwritten signature in black ink that reads "Forrest Fischer". The signature is written in a cursive style with a large, stylized "F" at the beginning.

W. Forrest Fischer
MOULTON LAW OFFICE

EXHIBIT A

DEVELOPMENT AGREEMENT

This agreement is made and entered into this the 17th day of April, 2010 by and between Daryl Dinkla of Grand Teton Log and Lumber, LLC formerly known as Grand Teton Log Homes, LLC. (landowner)

The Board of County Commissioners approved a zoning district change from Agriculture Rural Residential 2.5 (A/RR2.5) to Commercial 3 (C-3) consisting of 20.24 acres on the 11th day of October, 2007.

On August 1, 2007 a site inspection was conducted in association with this Conditional Use Permit and with the Zoning District change. This site inspection included all properties in the application. The following conditions shall be included and adhered to as a condition of approval of the zoning district change. This agreement is binding upon recordation.

- An irrigation ditch runs through the property at a south-westerly direction. This irrigation ditch is to remain free of debris and is not to be obstructed in any way.
- The condition of the property is to become aesthetically pleasing as to protect the scenic vista of Teton County.
- The landowner will be allowed to continue the operation of the lumber mill located on 20.24 acres. If the landowner decides in the future to expand within the property boundary, a review of the Conditional Use Permit shall be required.
- The hours of operation will be established as Monday through Saturday, 7:00 am to 7:00 pm. Special arrangements shall be made for loads/projects on an as needed basis. If hours or days need to be expanded the landowner is aware that this shall require an amendment to the Conditional Use Permit and shall warrant a public hearing to do so.
- The landowners shall be responsible for maintaining the property as to control noxious weeds.
- The landowner recognizes a portion of the 20.24 acres is located in the Scenic Corridor established by Teton County. If in the future, the landowner elects to construct additional buildings, he will be responsible to conform to the Scenic Corridor guidelines.
- Landowner acknowledges that zoning would revert to A/RR 2.5 if the current use shall end. This acknowledgement notwithstanding the landowner does not waive any other rights inherently herein.
- The landowner shall be responsible for providing ongoing dust abatement on County Road 50 West. Dust abatement shall be applied to that portion of said County Road, which fronts landowner's property and shall begin at State Highway 33 extending onto

County Road 50 West. The landowner shall be responsible for providing ongoing dust abatement for the parking area.

- Landscaping Plan as prepared by VLA, as shown as A, shall be closely adhered to.
- The building design for the sales/reception center, as shown on Exhibit B to this agreement, shall be adhered to. Furthermore, prior to obtaining a building permit for this structure, a brief meeting with the Planning and Zoning omission shall be schedule to verify the conformance of the structure.
- An Engineer Cost Estimate, shown as Exhibit C, is prepared to address the installation of improvements, such as: Dust abatement, parking area, and landscaping.
- A financial surety shall be in place until such time all improvements are installed.
- Lighting shall be in conformance with Section 9-4-12, Teton County Subdivision Dark Sky Ordinance.
- The terms of this agreement may be administratively reviewed at anytime and the landowner gives the County permission to enter the property, during reasonable hours, to ensure this agreement is satisfied.

Agreed:

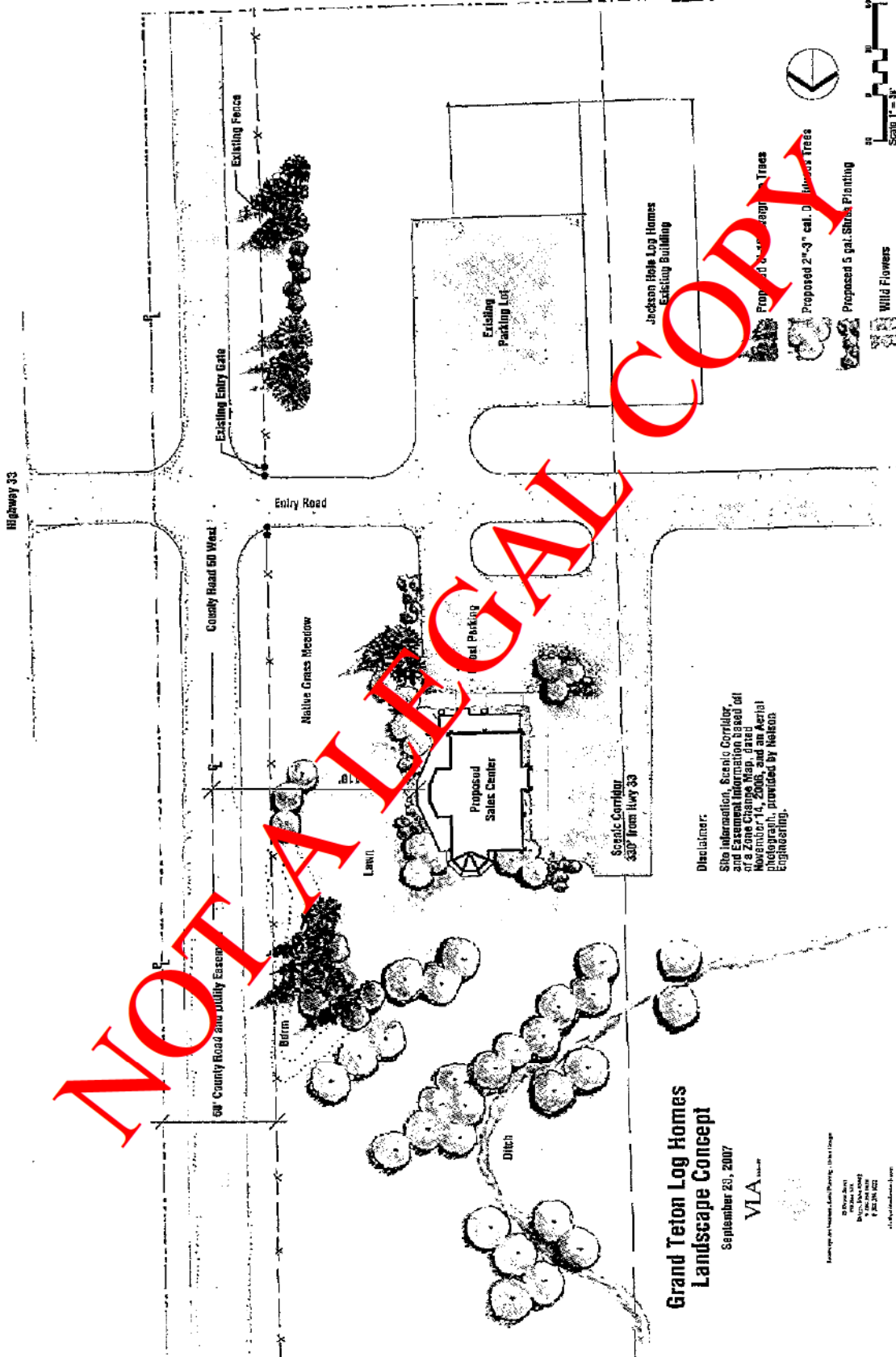
Board of County Commissions, Teton County, Idaho

Larry Young 4-23-10
Larry Young, Chairman Date

Grand Teton Log and Lumber, FKA Grand Teton Log Homes

Daryl E. Dinkla 4-17-2010
Daryl Dinkla, Managing Member Date

NOT LEGAL COPY



**Grand Teton Log Homes
Landscape Concept**

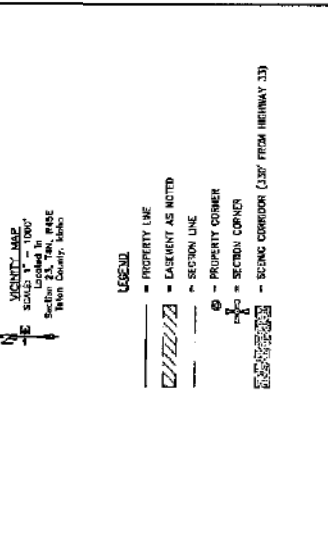
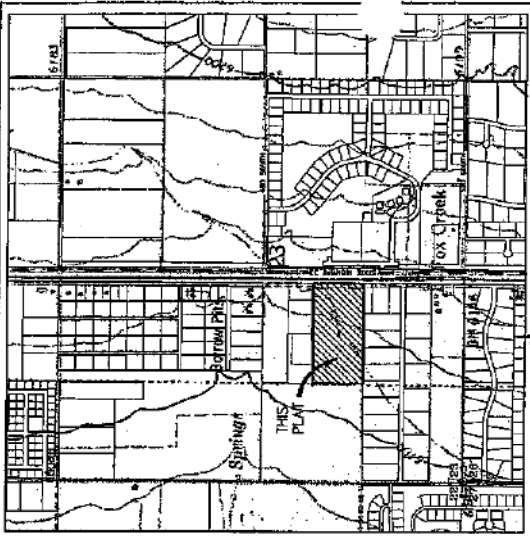
September 28, 2007

VIA

Example of Proposed Landscaping in the Village
 1000 W. 2nd St.
 Suite 100
 Jackson, WY 83001
 Phone: 307.733.1111
 Fax: 307.733.1112
 www.via.com

Disclaimer:
 Site Information, Scenic Corridor,
 and Easement Information based off
 of a Zone Change Map, dated
 November 17, 2006, and an Aerial
 Photograph, provided by Nelson
 Engineering.

EXHIBIT A



PROPERTY DESCRIPTION
 A TRACT OF LAND LOCATED IN THE S 1/2 OF NE 1/4 SW 1/4 SECTION 23, TOWNSHIP 4 NORTH, RANGE 45 EAST OF BOISE MERIDIAN, TETON COUNTY, IDAHO, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:
 COMMENCING AT A 2" ALUMINUM PILE BEARING THE BEARING OF THE SIGHTED IRON PIN AND MAINTAINING THE CENTER QUARTER CORNER OF SAID SECTION 23;
 THENCE S 01°40'00" W 882.68 FEET ALONG THE CENTER LINE OF SAID SECTION 23 TO THE POINT OF BEGINNING;
 THENCE S 01°40'00" W 882.68 FEET TO AN IRON PIN;
 THENCE N 07°13'35" W 464.37 FEET TO AN IRON PIN;
 THENCE N 07°13'35" W 464.37 FEET TO AN IRON PIN;
 THENCE S 89°43'04" E 1330.05 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 20.61 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS, AND RESTRICTIONS, OF BEST INTEREST OF RECORD.

NOT A LEGAL COPY

EXHIBIT B

SITE PLAN TETON VALLEY LOG HOMES LLC (FORMERLY JACKSON HOLE LOG HOMES)	MAP PREPARED 14 NOV 2005
	LOCATED IN THE S 1/2 NE 1/4 SW 1/4 OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 45 EAST OF BOISE MERIDIAN, TETON COUNTY, IDAHO
DRAWN: BAC [REVIEW] JS, PE [PROJECT NO. 06-378D-1]	SURVEYED: -

OWNER
 TMI LLC
 DARYL DANILA
 474 S. 50 WEST
 TONOPAH, IDAHO 83450
 (208) 690-1817

ENGINEER
 NELSON ENGINEERING
 30 N. 1ST EAST
 DRIGGS, ID 83422
 (208) 352 2037

DATE
 14 NOV 2005

SHEET
 1 OF 1

PROJECT NO.
 06-378D-1

Development Agreement – Exhibit C

Engineering Cost Estimate

Description of Materials and Work Completed and to be Performed:

Description	Status	Quantity	U of M	Unit Price	Total Price
Dust Abatement	Bi-Annual	2	Each	\$ 500.00	\$ 1,000.00
Parking Area	Completed	1	Each	\$ 4,500.00	\$ 4,500.00
Tree Planting	Completed	30	Each	\$ 1,078.75	\$ 32,362.50
Shrub Planting	Completed	36	Each	\$ 50.00	\$ 1,800.00
Sprinkler System	Completed	1	Each	\$ 4,500.00	\$ 4,500.00
Spade Grading	Completed	7	Hours	\$ 350.00	\$ 2,450.00
Sod/Bark	Completed	1	Each	\$ 1,500.00	\$ 1,500.00
Native Grass	Completed	1	Each	\$ 600.00	\$ 600.00
Tree Planting	Pending	35	Each	\$ 375.00	\$ 13,125.00
Shrub Planting	Pending	15	Each	\$ 50.00	\$ 750.00
Noxious Weed Control	Annual	1	Each	\$ 500.00	\$ 500.00
Total Completed:					\$ 48,212.50
Total Pending:					\$ 13,875.00
Total Bi-Annual:					\$ 1,000.00

NOT A LEGAL COPY