

**Instrument # 697818**

HAILEY, BLAINE, IDAHO

12-8-2022 12:31:46 PM No. of Pages: 41

Recorded for : BLAINE COUNTY COMMISSIONERS

STEPHEN MCDUGALL GRAHAM

Fee: 0.00

Ex-Officio Recorder Deputy

Index to: COMMISSIONER AGREEMENTS

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**RECREATION DEVELOPMENT MASTER PLAN AGREEMENT**

This Recreation Development Master Plan Agreement (hereinafter "AGREEMENT") is made and entered into this 25th day of October, 2022, by and among Blaine County, a political subdivision of the State of Idaho, (hereinafter "COUNTY") and The Beev LLC, (hereinafter "APPLICANT").

**WITNESSETH**

WHEREAS, APPLICANT is the owner of the real property in Blaine County, Idaho, commonly referred to as FR SWSW Tax Lot 3674 located at 16643 State Highway 75 (hereinafter "PROPERTY"). APPLICANT has concurrent applications before COUNTY to amend the Blaine County Zoning District Map to rezone PROPERTY from Rural Remote District (RR-40) to Recreation Development (RD) Zoning District and to plat PROPERTY consistent with the State of Idaho's Condominium Property Act and Blaine County Title 10 requirements. Both the rezone and condominium applications affect the entirety of the PROPERTY;

WHEREAS, as a condition of granting a rezone of the PROPERTY, the COUNTY, pursuant to Idaho Code, Section 67-651 1A, and Blaine County Code, Title 9, Sections 26.4 and 9.13, respectively, requires a development agreement concerning the development of the PROPERTY in accordance with the Recreation Development Master Plan;

WHEREAS, the parties agree that the PROPERTY will be developed in accordance with this AGREEMENT and all documents memorialized herein.

NOW THEREFORE, in consideration of the premises and the covenants and conditions herein, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

**1. PROPERTY & APPROVALS.**

- a. A legal description of this property is attached as Exhibit A.
- b. The rezone of the PROPERTY to an RD zoning designation is dependent on the conditions, attached plans and approval thereof, and the terms of this AGREEMENT. Further, the rezone of the PROPERTY is dependent on compliance of the APPLICANT with the Blaine County Board of County Commissioners Findings of Fact and Decision for the Preliminary Condominium Plat (hereinafter "APPROVED PLAT").
- c. The Blaine County Board of County Commissioners Ordinance approving the Zoning Map Amendment to Recreation Development Zoning, dated the 25<sup>th</sup> day of October, 2022, is attached hereto and made a part hereof by reference as Exhibit B.

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- d. The Blaine County Board of County Commissioners Findings of Fact and Decision on the APPROVED PLAT, dated the 25<sup>th</sup> day of October, 2022, is attached hereto and made a part hereof by reference as Exhibit C.
- e. The Blaine County Board of County Commissioners Findings of Fact and Decision on the Recreation Development Master Plan, dated the 25<sup>th</sup> day of October, 2022, including Excerpts from the Applicant's Recreation Development Master Plan Submittal, are attached hereto and made a part hereof by reference as Exhibits D and E, respectively.

## 2. LIMITATION ON PERMITTED USES.

- a. Single family residential uses for Cabin Units 1-9 are permitted on the PROPERTY. The maximum building height of each cabin shall be twenty-five feet (25') and the maximum floor area, excluding the 5' wide front and 10' wide back decks, shall be one thousand six hundred fifty (1,650) gross square feet consistent with the APPROVED PLAT.
- b. Agricultural uses on Common Areas A1, A2 and C1 are permitted on the PROPERTY consistent with the scenic easement recorded on the property as Instrument #269207, Records of Blaine County.
- c. Owners may not allow persons unknown to them to use or occupy their Condominiums, and under no circumstances may owners publicly advertise their Condominiums for rental, lease, or any other use or occupancy, nor may owners engage third party rental service providers (such as Airbnb, Vrbo, etc.) in connection with the use or occupancy of their Condominiums.

## 3. COMMON AREA ACCESSORY USES ALLOWED ON THE PROPERTY.

- a. Allowed accessory uses for the 9 cabin sites shown on the APPROVED PLAT shall be consistent with the bylaws and condominium declarations (hereinafter "CCRs") adopted for the PROPERTY and all conditions of approval set forth by the Blaine County Board of County Commissioners within the Findings of Fact and Decision attached hereto as Exhibit C.
- b. The Homeowner Common Areas depicted on the APPROVED PLAT shall be used as follows:
  - i. Common Areas A1 and A2 shall be used consistent with the agricultural easement requirements set forth by the Sawtooth National Recreation Area (hereinafter "SNRA").
  - ii. Portions of Common Area C1 may be used for roadway, limited parking, utility purposes (public and private), and those uses noted in the RD Master Plan and APPROVED PLAT.
  - iii. Allowed accessory structures in Common Area C1 include the repurposed and restored historic structures, two future outbuildings, and those other plan elements noted in Exhibits C, D and E. The use of shipping containers as an accessory structure is prohibited. Prior to constructing either of the two future outbuildings/storage structures as generally shown on the APPROVED PLAT, the

construction drawings shall be found by the Blaine County Land Use and Building Services staff to be consistent with this agreement and all Exhibits noted herein and as conforming to the design requirements of the SNRA.

- iv. No accessory use shall be permitted on Common Area C1 that would negatively impact the central septic drain field functions of the PROPERTY.
- v. Uses within Common Areas A1, A2, and C1 must be consistent with the easement restrictions established by the SNRA for the PROPERTY as set forth in instrument #269207, records of Blaine County, Idaho.

**5. ADDITIONAL SAWTOOTH CITY PROVISIONS.** The following additional Sawtooth City compatible provisions from Title 9, Chapter 24 of the Blaine County Code shall also apply to the PROPERTY:

- a. **Parking:** Parking and storage of boats, campers and travel trailers is only allowed by resident owners on Parcel C1.
- b. **Compatible Architecture:** Building architecture is to be compatible with the general location, site environment and to be consistent with the present generally rustic western character of the community, which is to be maintained as such in its natural scenic setting. Structures shall be reflective of the historic, pastoral architectural traditions of the Sawtooth Valley. Unusual or nontraditional architectural styles are not permitted.
- c. **Exterior Materials and Colors:** Exterior walls shall be of non-reflective natural materials or composite materials that mimic natural materials and colors. Exterior colors shall be earth tone colors common to the area to preserve the appearance of natural site conditions. Rusted metal materials shall encompass less than 50% of any vertical façade and be non-reflective and weathered.
- d. **Roofs:** Roofs shall be of non-reflective earth tone colors common to the area to preserve the appearance of natural site conditions. Darker gray and darker brown roofs are best absorbed into the background. Bright colors and lighter colors are highly visible and shall be avoided. Roofs shall meet Title 7 Building regulations, Chapter 7 Fire Code.
- e. **Fences:** Fences shall preserve the appearance of natural site conditions. Examples of common fence designs in the area are: logworm, log block, post and rail, and jack and rail fences, with a maximum height of five feet (5').
- f. **Steps and Walks:** Steps and walks are to be constructed of natural materials, or composite materials that mimic natural materials and colors. Colors shall be neutral earth tone colors common to the area to preserve the appearance of natural site conditions.
- g. **LPG Tanks:** Liquefied petroleum gas tanks shall be screened from public view with natural materials. Location of tanks and plans for screening shall require the approval of the Land Use & Building Services administrator.

6. **NONCONFORMING STRUCTURES.** Four historic structures each dating to the early 20<sup>th</sup> Century, including the Beaver Creek Store and three cabins, are located within the 100' structure setback on Highway 75 (Blaine County Code §9-3-10). As shown on the APPROVED PLAT, portions of the original Beaver Creek Store (totaling approximately 900 square feet and including the original Beaver Creek Store log structure and Basque Addition) and one cabin will be retained by the APPLICANT within the 100' Highway setback. These two structures (store and cabin) are hereby recognized and allowed as legal nonconforming buildings within the setback, provided restoration of the buildings does not move them closer to State Highway 75. For purposes of interpretation, façade or cultural monument improvements approved consistent with the "Applicant Steps Toward Beaver Creek Store Rehabilitation" recommendations #4 and #7 of Exhibit E herein shall not be interpreted as intruding further into the setback.

7. **LANDSCAPING.** Existing landscaping within the 100' Highway setback and along the Beaver Creek canal diversion within Common Areas A1 and C1 shall remain to provide screening of future uses from Highway 75.

8. **SHORT- AND LONG-TERM PLAN.** The APPLICANT shall make the improvements set forth within the Short-Term Plan set forth in Exhibit D within 3 years of project approval. Thereafter, unless amended by the COUNTY and the APPLICANT, all improvements on the PROPERTY are to be consistent with the Short- and Long-Term Plan, as set forth in Exhibit D.

9. **NOTICE.** All notices given pursuant to this AGREEMENT shall be deemed given upon receipt. All notices and communications under this AGREEMENT shall be in writing and shall be (a) delivered in person or (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case to the party's address as follows:

County: Blaine County Board of County Commissioners  
Blaine County Courthouse  
206 First Avenue South, Suite 300  
Halley, ID 83333

The Beev LLC  
P.O. Box 1904  
Ketchum, ID 83340

10. **SEVERABILITY.** If any term or provision of this AGREEMENT or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this AGREEMENT or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this AGREEMENT shall be valid and shall be enforced to the extent permitted by law.

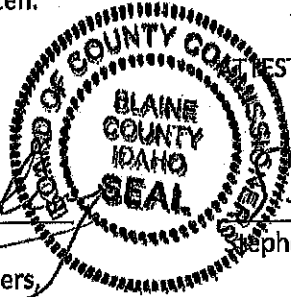
11. EXECUTION OF ADDITIONAL DOCUMENTS. Each of the parties hereto agrees to promptly execute such other and further documents as may be reasonably required to carry out the purpose and intent of this AGREEMENT.
12. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement and understanding concerning the subject matter between the parties and supercedes and replaces all prior discussions or written instruments that are inconsistent with the terms and conditions contained in this AGREEMENT.
13. AMENDMENT TO AGREEMENT. This AGREEMENT shall be subject to the provisions of Blaine County Code §9-26-8 as they exist now or hereafter maybe amended. This AGREEMENT may be modified only in writing in conformance with said Code with the approval of the Blaine County Board of Commissioners.
14. COVENANTS RUNNING WITH THIS LAND. The terms and conditions of this AGREEMENT shall be covenants running with the land in perpetuity which shall be binding upon the current owner, heirs, successors, and assigns of any cabin site or common area subject to this AGREEMENT.
15. NOT A PARTNERSHIP. The provisions of this AGREEMENT are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.
16. THIRD PARTY RIGHTS. This AGREEMENT is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.
17. CAPTIONS AND HEADINGS. The captions and headings in this AGREEMENT are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.
18. JOINT AND SEVERAL OBLIGATIONS. In the event any party is composed of more than one person, the obligations of said party shall be joint and several.
19. RECORDATION. This AGREEMENT shall be recorded in the office of the Blaine County Recorder.
20. EFFECTIVE DATE. This AGREEMENT shall be effective upon recordation.
21. REMEDIES. Any and all civil remedies are available to enforce this AGREEMENT including, but not limited to, specific performance and injunctive relief
22. PAYMENTS. No payments are required hereunder.
23. COMPLIANCE WITH DECISION. APPLICANT shall comply fully with the requirements of the Rezone Decision, including all conditions of approval stated therein.

24. GOVERNING LAW. This AGREEMENT shall be construed in accordance with the laws of the State of Idaho.

25. ATTORNEY FEES AND COSTS. If any party is required to file suit to enforce any provision of this AGREEMENT, the prevailing party shall be entitled to reasonable attorney fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year first above written.

BLAINE COUNTY, IDAHO



WITNESSED BY:

*Richard Fosbury*

*Stephen McDougall Graham*

Richard Fosbury, Chairman  
Board of County Commissioners,  
Blaine County, Idaho

Stephen McDougall Graham, County Clerk

The Beev LLC

*Reid Sanborn*

By: Reid Sanborn, Manager

STATE OF IDAHO )  
 ) S.S.  
County of BLAINE )

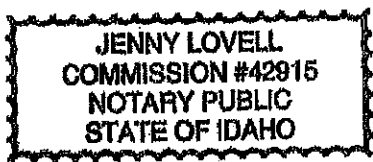
On this 22 day of November, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared REID SANBORN, known or identified to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same.

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

*Jenny Lovell*

Notary Public for the State of  
Residing Blaine Co

My Commission Expires 9-17-25



**EXHIBIT A**

**Legal Description of Tax Lot 2674**

**Section 22, Township 7 North, Range 14 East  
Boise Meridian, Blaine County, Idaho**

A legal description for a parcel of land situated in Section 22, Township 7 North, Range 14 East, Boise Meridian, and being more particularly described as follows:

Commencing at a Brass Cap on 2" Iron Pipe, marking the southwest corner said Section 22, from which a Brass Cap on 1" Iron Pipe, marking the Quarter corner common to Sections 22 & 27 lies S89°13'48"E, 2640.89 feet distant; Thence Proceeding S89°14'29"E, 328.01 feet, to the Southwest corner of Tax Lot 2674, marked by an Aluminum Cap on a 1" Aluminum Pipe, and said point being the TRUE POINT OF BEGINNING:

Thence North 25°55'04" West, 899.76 feet, to an Aluminum Cap on 1" Aluminum Pipe;

Thence South 89°14'37" East, 549.87 feet, to a point that falls along the Westerly Right of Way of State Highway 75, marked by an Aluminum Cap on 1" Aluminum Pipe;

Thence South 25°52'59" East, 6.69 feet, along the Westerly Right of Way of State Highway 75, to an Aluminum Cap on 1" Aluminum Pipe;

Thence South 25°56'14" East, 290.22 feet, along the Westerly Right of Way of State Highway 75, to an Aluminum Cap on 1" Aluminum Pipe;

Thence South 25°56'13" East, 602.78 feet, along the Westerly Right of Way of State Highway 75, to an Aluminum Cap on 1" Aluminum Pipe;

Thence North 89°15'54" West 550.10 feet, along the boundary common with USFS land, to the TRUE POINT OF BEGINNING, containing 442,173 Sq. Ft. (10.15 Ac.), more or less, as determined by computer methods.



Instrument # 697415

HALEY, BLAINE, IDAHO

11-14-2022 06:06:14 PM No. of Pages: 4

Recorded for: BLAINE COUNTY COMMISSIONERS

STEPHEN MCDUGALL GRAHAM

Fee: 0.00

Ex-Officio Recorder Deputy

Index to: ORDINANCES

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**BLAINE COUNTY ORDINANCE NO. 2022 - 06**

**AN ORDINANCE OF BLAINE COUNTY, IDAHO, AMENDING BLAINE COUNTY CODE, TITLE 9, ZONING REGULATIONS BY: AMENDING TITLE 9, CHAPTER 4, SECTION 7 (ZONING MAPS) BY THE ADOPTION OF A MAP RECLASSIFYING TAX LOT 2674, LOCATED AT 16643 STATE HIGHWAY 75, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Board is empowered by the Local Land Use Planning Act of 1975, Idaho Code Section 67-6511, to adopt regulations establishing zoning districts and appropriate uses therefore;

WHEREAS, Blaine County's Comprehensive Plan identifies the subject property as having the Land Use Classification of "Community Townsite";

WHEREAS, the Sawtooth National Recreation Area identifies this property as "Commercial Outside Communities" on its Land Classification Map dated December 15, 1973;

WHEREAS, Sawtooth National Recreation Area easements will remain valid upon rezoning, and the Area Ranger has approved the site plan in his letter dated January 26, 2022;

WHEREAS, Blaine County's Planning and Zoning Commission, after holding an adequately noticed hearing on August 11, 2022, has reviewed the application by The Beev, LLC pursuant to the relevant criteria and made a recommendation to approve an amendment to the zoning map, reclassifying the land referenced in the title above from Rural Remote District (RR-40) to Recreation Development District (RD);

WHEREAS, Blaine County's Board of County Commissioners, after holding an adequately noticed hearing on October 11, 2022, has reviewed the application pursuant to the relevant criteria and approved an amendment to the zoning map, reclassifying the land referenced in the title above, from Rural Remote District (RR-40) to Recreation Development District (RD).

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Blaine County, Idaho:



**Section 1.** That the Zoning Map referenced in Blaine County Code, Title 9, Chapter 4, Section 7 shall be and the same is hereby amended, changed and altered for Tax Lot 2674, located at 16643 State Highway 75, more specifically described in Exhibit A, from Rural Remote District (RR-40) to Recreation Development District (RD), as shown on the map attached as Exhibit B.

**Section 2. Severability Clause.** The Board of County Commissioners intends that each separate provision of this Ordinance be deemed independent of all other provisions herein, and it is further the intention of said Board that if any of the provisions of this ordinance be declared to be invalid, then all other provisions thereof shall remain valid and enforceable.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval and publication.


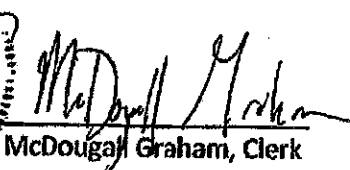
Regularly passed, approved and adopted by the Board of County Commissioners of Blaine County, Idaho, this 25th day of October, 2022.

BOARD OF COUNTY COMMISSIONERS OF BLAINE COUNTY, IDAHO

  
Dick Fosbury, Chairman

  
Angenie McCleary, Vice-Chair

  
Muffy Davis, Commissioner

  
  
Stephen McDougall Graham, Clerk

Published in Idaho Mountain Express on:

November 16, 2022

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