



Board of County Commissioners - Staff Report

Subject: S/D2016-0007: Partial Vacation of The Homesteads at Teton Village

Agent: Jorgensen Associates

Applicant: Crystal Springs Ranch, Inc.

Property Owner: Crystal Springs Ranch, Inc.

Presenter: Susan Johnson

REQUESTED ACTION

Subdivision Plat Amendment pursuant to Section 8.5.3, Subdivision Plat, of the Teton County Land Development Regulations, to vacate notes and easements from Plat 1323, The Homesteads at Teton Village.

BACKGROUND/DESCRIPTION

HISTORY

When The Homesteads at Teton Village was platted, the Grand Teton Music Festival (GTMF) had been approved for the placement of their office building on Lot 15. A note was placed on the plat restricting Lot 15 to institutional non-profit office use. Subsequently, GTMF elected not to purchase the lot from Crystal Springs Ranch and abandoned plans for construction of the building. Also during the platting process, a snow storage easement was placed on Lot 16 that interferes with potential development of additional affordable units on that lot.

PROJECT DESCRIPTION

The applicant proposes to remove a note from the plat restricting the use of Lot 15 as an "INSTITUTIONAL NON-PROFIT OFFICE USE LOT." Additionally, the applicant proposes to remove a 5-foot easement on Lot 16, designated for snow storage.

LOCATION

Located on the eastern edge of the Teton Village Planned Unit Development-Planned Resort Expansion Area, south of Teton Thai.

Legal Description: Lots 15 & 16, The Homesteads at Teton Village (Part of Parcel J, Village Core)

PIDN: 22-42-16-19-2-03-015

22-42-16-19-2-03-016

Site Size: Lot 15: 0.26 acres

Lot 16: 0.97 acres

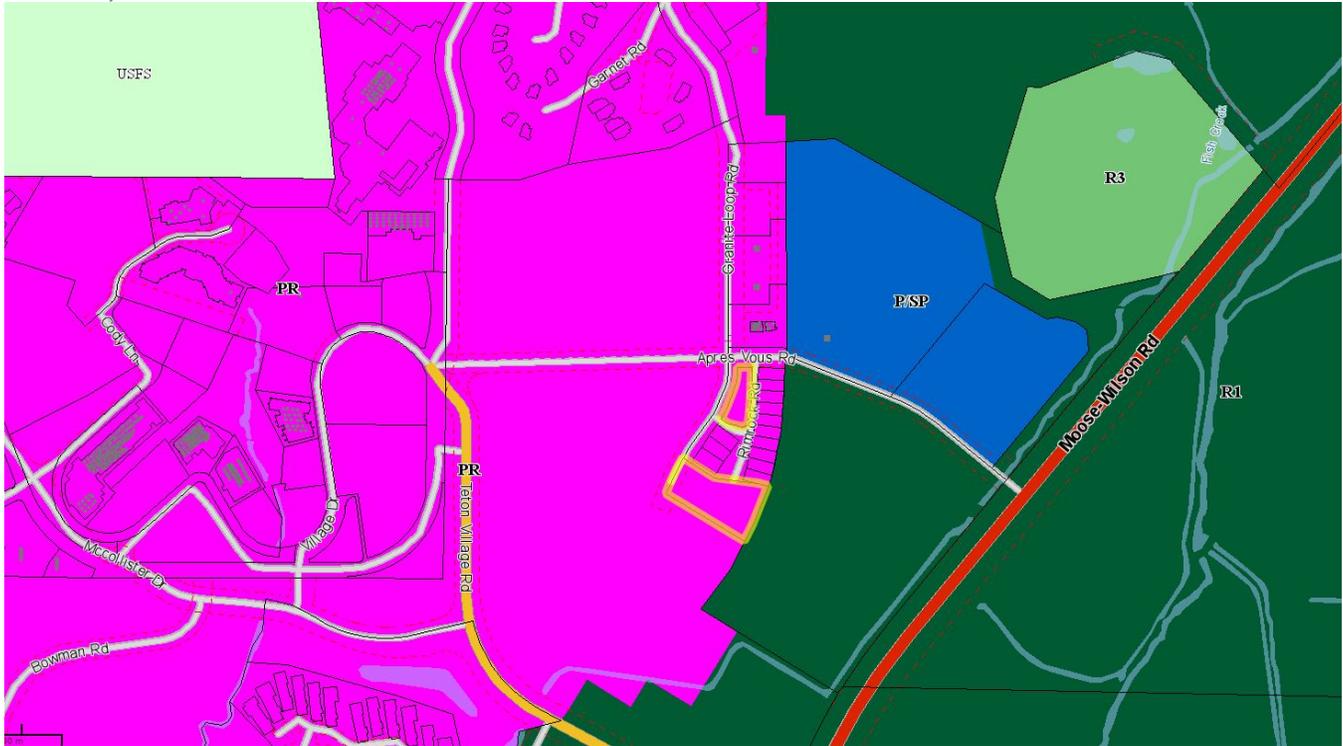
Character District: 13: Teton Village

Subarea: 13.1: Commercial Core

Zone: Planned Resort (PR)

Overlay: Scenic Resources Overlay (SRO)

ZONING/VICINITY MAP



SITE MAP



EXISTING AND DESIRED CHARACTER

Teton Village is a resort community that serves as a major employment center and economic driver for Teton County. Organized around Jackson Hole Mountain Resort, it is defined by a high intensity core, dominated by lodging and other visitor-oriented non-residential uses in some of the largest buildings in the community. The outer edges of the core are lower intensity residential uses surrounded by agricultural open spaces.

In the future, Teton Village's character should be enhanced to include a village feel through the addition of a year-round community. Planned restricted workforce housing will provide a base of full-time residents as well as reduce traffic on the Moose-Wilson Road.

STAFF ANALYSIS

Staff has analyzed this application against both the Teton Village Expansion Resort Master Plan (Area 2 Master Plan) and the LDRs where the Area 2 Master Plan is silent.

PARTIAL VACATION OF NOTES ON A PLAT

The Area 2 Master Plan addresses uses allowed in the Village Core on a broad scale in the *Use Schedule* (Exhibit XII). A variety of uses are permitted in the Village Core. Specific to Parcel J, the Area 2 Master Plan speaks to allowed uses in *Exhibit VIII-3: Program Plan by Parcels*, which specifically does not permit commercial uses, but does allow free market and affordable housing. Because GTMF decided not to purchase the property and put their offices on Lot 15, the applicant is asking to essentially wipe the slate clean, so other uses can be considered for that property. Allowed uses in the Village Core include Institutional uses (e.g.: visitor center, sheriff substation, post office, public performing space, and other similar uses) and Resort Support uses (e.g.: outdoor eating establishments, maintenance facilities, offices related to resort operations), both of which would be permitted on Lot 15. If any commercial use is proposed, then an amendment to the Area 2 Master Plan *Exhibit VIII-3, Program Plan by Parcels*, is required.

PARTIAL VACATION OF EASEMENTS ON A PLAT

A snow storage easement was recorded on the plat bisects Parcel J along the western edge of Lot 16. This snow storage easement interferes with extension of Rimrock Road to serve additional affordable housing units on Lot 16, which is reserved for future development. Removal of this snow storage easement indicated in the application is proposed in order to facilitate future development of affordable housing on Lot 16. The LDRs require a minimum area of 2.5% of the total off-street parking and loading areas, inclusive of access drives, to be available for snow storage. After taking into account removal of the easement, the applicant will have provided more than 21 times the required snow storage (6,929 square feet is provided where 318.08 square feet is required). Additional off-site snow storage is available, if needed, at a 4-acre snow storage area in Teton Village.

APPLICABLE REGULATIONS

A checklist review of the LDRs and other County Resolutions is attached. Below is a list of the LDRs and Resolutions applicable to the application.

- Teton Village Expansion Resort Master Plan (Area 2) Program Plan
- Section 6.2.5.C, Snow Storage
- Section 8.2.13.C, Subdivision Plat Amendment

STAKEHOLDER ANALYSIS

PUBLIC COMMENT

Notice of this hearing was distributed to property owners within 800 feet of the site on September 15, 2016 and posted on the site on October 7, 2016. As of the publishing of this report one comment has been received.

LEGAL REVIEW

Weisman

DEPARTMENT REVIEW

Mary Smith, County Clerk's Office

RECOMMENDATIONS

PLANNING DIRECTOR RECOMMENDATION

The Planning Director recommends **APPROVAL** of **S/D2016-0007**, Partial Vacation of the Homesteads at Teton Village Plat, with no conditions, based on the findings recommended below.

RECOMMENDED FINDINGS

Pursuant to Section 8.5.3 of the Land Development Regulations, **Subdivision Plat**. A plat shall be approved upon finding the proposed plat:

1. Is in substantial conformance with an approved development plan or development option;

Complies. The approved development plan (DEV2011-0017) for Parcel J Phase 1 included 13 townhomes, with Lot 15 reserved for future development of Parcel J Phase Two and Lot 16 reserved for future development of Parcel J Phase Three. Parcel J Phase Two, GTMF offices, was approved as a separate development plan (DEV2011-0019), which expired in 2013. Snow storage areas will continue to exceed the minimum requirement with removal of the snow storage easement.

2. Complies with the standards of this Section;

Complies. The proposed changes to Plat 1323 brings the plat into compliance with Section 8.5.3.D.3.b, which states "A plat shall not include: Notes designating zoning district, setbacks, right to subdivision, or any other standard under these LDRs that is subject to change at the legislative discretion of the Board of County Commissioners." Allowed uses can be changed by the Board and therefore should not be included on the plat.

3. Complies with the subdivision standards of Division 7.2; and

Not applicable.

4. Complies with all other relevant standards of these LDRs and other County Resolutions.

Complies. The application has been reviewed against all applicable LDRs and the Area 2 Master Plan, and meets all standards reviewed. See "Applicable LDRs" attachment to this staff report.

ATTACHMENTS

- Applicable LDR and Resolution Review Checklist
- Public Comment
- Application, including two Affidavits of Partial Vacation (physical copy available upon request)

SUGGESTED MOTION

I move to **APPROVE S/D2016-0007**, Partial Vacation of The Homesteads at Teton Village, with no conditions, being able to make the findings of Section 8.5.3 as recommended by the Planning Director.

ATTACHMENT 1: APPLICABLE REGULATIONS

Teton Village Expansion Resort Master Plan (Area 2) Planned Unit Development Planned Resort (PUD-PR) Master Plan

Exhibit VIII-3: Program Plan by Parcels

		Commercial	Free-Market	Affordable Units	Employee Units	Aff/Emp Persons	Existing Retail
J	Max	0	20	NM	0	75.00	0
	Proposed	0	4	3	0	9.00	0
	Min	0	0	NM	0	0.00	0

Complies. No specific use is being proposed at this time. If in the future a use is being proposed that is not included in the program plan for Parcel J, the applicant will be required to apply for an amendment to the Master Plan.

Teton County Land Development Regulations

Section 6.2.5.3, Snow Storage Standards. A minimum site area representing 2.5% of the total required off-street parking and loading areas, inclusive of access drives shall be provided as snow storage areas.

Complies. Parking areas and access drives total 12,723.37 square feet. 2.5% of this area equals 318.08 square feet. After partial vacation of plat the applicant will be providing 6,929 square feet of snow storage, which exceeds the required snow storage. Additional off-site snow storage is available, if needed, at a 4-acre snow storage area within Teton Village.

Section 8.2.13.C, Subdivision Plat Amendment.

5. **Partial Vacation Without Replat.** Vacation of one or more building envelopes, notes, a lot line for the purpose of combining one or more lots, or a private road or utility easement does not require a new plat provided the following additional standards are met.
 - a. **Instrument Required.** An instrument shall be filed with the County Clerk stating that the partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat. The instrument shall include:
 - i. Acknowledgment by all parties affected by the vacation; and
 - ii. Acknowledgment by the Board of County Commissioners.

Complies. The applicant has provided two instruments, both reviewed by the County Attorney, to be filed with the County Clerk if the Board approves the vacation of the snow storage easement and the vacation of the INSTITUTIONAL NON-PROFIT OFFICE SPACE language. The instruments include acknowledgements from owner Crystal Springs Ranch Inc., as well as the Board of County Commissioners.

- b. **Annotation.** Pursuant to Wyoming Statutes Section 34-12-110, the County Clerk shall make appropriate annotation on the plat referencing the vacated envelopes, notes, easements or lot lines for the purpose of lot combinations. The County Clerk shall also make a reference on said plat to the volume and page in which the required instrument of partial vacation is recorded.

Complies. The applicant has included language in the instrument that instructs the County Clerk to make the appropriate annotations on the plat.

Susan Johnson
Planning Manager
Teton County
PO Box 1727
Jackson, WY 83001

October 10th, 2016

Subject: Crystal Springs Ranch request for Partial Vacation of Plat 1323/Snow Easement Removal

Dear Susan Johnson,

My name is Tim Rieser and am an approved family member of the Homesteads at Teton Village under definition by the Housing Authority and Homesteads CC&Rs. Recently I have moved away from the neighborhood and will be abandoning the designation of “approved household member” in the near future. I lived at the Homesteads for 3.5 years.

In 2012 Katharine Conover (my future-wife at that time) secured the parcel known as Lot 13 and I built our home from the ground to completion, much of it with my own hands and labor. We were the first residents of this neighborhood.

The letter does NOT represent any lot owners or residents of the Homesteads at Teton Village and specifically I do not represent Katharine Conover with this letter.

I am writing this in response to the notice of September 15th, 2016 from Crystal Springs Ranch, et al, requesting the following:

- 1) Partial vacation of Homestead at Teton Village plat (1323) removal of a *note* from said plat saying “Institutional Non-Profit Office Use Lot” which currently restricts the lot to said provision.
- 2) Vacation of 5’ snow easement on Lot 16.

**1. PARTIAL VACATION OF NOTE ON PLAT 1323 RESTRICTING USE TO
“INSTITUTIONAL NON-PROFIT USE”.**

a. **CLARIFICATION:**

The Planning & Development notice of 09/16/016 states that “*Teton County Land Development Regulations provide that partial vacations are to be processed and vacated pursuant to Section 8.5.3*”. The prescriptive remedy for partialvacation is: **8.2.13. 5 Partial Vacation Without Replat.**

8.2.13.5.a Instrument Required. An instrument shall be filed with the County Clerk stating that the partial vacation does not abridge or destroy any rights and privileges or other proprietors of the plat. The instrument shall include:

i. Acknowledgement by all parties affected by the vacation;

[Such document does not exist as all “proprietors of the plat” did not sign such a document.

As it stand CSR’s failure to provide a document with all 13 lot owners signatures at the Homesteads acknowledging that their rights and privileges have not been abridged or destroyed does (as required by 8.2.13.5.a.i) , in and of itself, eliminates the legal basis for the county to grant the partial vacation as requested. In order to remove the “non-profit institutional use” wording, Lot 15 MUST be replatted.

However, in the event this case could be further argued, I present the following facts for consideration:

b. PURPOSE OF NOTE ABOUT INSTITUTIONAL USE:

The note restricting the use was put there to obligate Crystal Springs Ranch/Resor/Four Shadows to do what they promised to do and to complete the compact between the community, the county and themselves to further promote non-profit facilities. The Homestead homes were dedicated to be sold to non-profit employees (although this intent appears to have been abused by the developer in making sure business partners were “non-profit” buyers, which they were not) but the intent of that restriction was instrumental to the intent of that approval.

c. CONTRAST IN PROPOSED USES:

The original use was proposed to be a modest non-profit institutional use - that being of offices. There was to be limited space and parking. This kind of use, as the planning department well knows, is the lightest possible commercial use conceivable. With the working hours between 8:00AM and 5:00PM and with almost no foreseeable traffic beyond the few employees.

As we are told, the new proposed use is for apartments, a sheriff substation and a bakery. This would comprise a nearly 24 hour use of the property and with a traffic count increase in some order of magnitude. This would in fact be almost the most intrusive and heavy commercial use possible for this parcel. Further, this traffic would dump out onto the Homesteads’ street which is ill-designed for this kind of traffic. This level of use is inappropriate to this small and family oriented neighborhood.

Further, this so-called mixed-use was not thought out but rather is a new proposal by a developer who suffered a reversal of fortune and could not consummate its intended deal with the Music Festival. This knee-jerk reaction to their problems should not adversely impact the established family neighborhood. Mixed-use requires specific and careful planning.

d. QUID PRO QUO - ADHERENCE TO THE INTENT OF THE APPROVALS AND EXACTIONS:

The inappropriateness of the proposed new use aside, permitting the removal of the restriction on Lot 15 for any reason is to retroactively alter the approved intent to the approval and exactions that permitted the billion-dollar golf course and subdivision to proceed. This was all part of a wider agreement and understanding hashed out over years regarding what CSR/Resor would give back

to the community in exchange for monetizing a billion-dollars of inherited land. Allowing CSR/Resor family to now renege on this assurance of community contribution is wrong.

Further, the non-profit pledge was part of a *quid pro quo* for receiving special considerations. Four years ago I pointedly asked Jason Wells (president of CSR) why they offered to provide non-profit uses and added employment based housing in excess of what was required. He candidly replied, "So we could get something in return." The *quid* has been paid by the residents of Teton County. The *quo* should be paid by the developer as agreed.

e. **REASONABLE RELIANCE:**

Thirteen buyers in the Homesteads purchased their homes believing there would be the lightest possible commercial use on the adjoining property Lot 15 and indeed CSR promoted the eventual use of the property consistent with the platted language of 1323 which unambiguously says: "*INSTITUTIONAL NON-PROFIT OFFICE USE RESERVED FOR FUTURE DEVELOPMENT.*" They used this as a sales tool which I personally witnessed.

CSR/Resor and Four Shadows now wish to renege on their promises. However the memorialization of this promise on the plat plus the full build-out of the neighborhood approved and the reasonable reliance which the buyers placed on this and then predicated their purchases behooves the county to deny the request. This is notwithstanding the legal question of whether this request can be done by amendment, replatting or simply not at all.

f. **CHARACTER OF THE NEIGHBORHOOD:**

Of the three proposed uses – apartments, sheriff substation and bakery, two of them are fully outside the character of the neighborhood. The planners need to protect the character of the established neighborhood in the face of this requests for inappropriate zoning. It is important to remember that this was not designed as a mixed-use development. This is a purely residential ownership design type neighborhood with an unobtrusive addition of a small amount of office space.

As all know, the unsightliest commercial use of all is the rear of a restaurant. This proposal to remove the language and pave the way to change the use would permit the back of a restaurant to face residents located 30 feet away who consider that street view to be their front yard. This 30' zone is the play area for many children. Currently the neighborhood has nearly a dozen and a half children – a number that could swell to three dozen when the next phase of the Homesteads is built. The roads are sub-county standard, lack fire turnarounds, are seriously under-parked and have large and expanding parking issues. The notion of intensifying the use in the most dramatic way and dumping that traffic directly onto these roads that are already in failure is an option to be discarded.

Fortunately, CSR/Resor and Four Shadows are blessed to have substantial alternatives. Across the road and to the west is a large parcel dedicated to commercial use in the future. It is a mixed-use development in which restaurants or a bakery are not only permitted, but encouraged.

The use of Lot 15 as a sheriff substation is inappropriate as it potentially increases high speed official business traffic right into the substandard streets of the Homesteads. Further, it will also potentially increase the site to 24-hour activity thereby diminishing the established character of the neighborhood.

Additionally, Four Shadows has deemed a portion of the parcel containing the uncompleted children's park to the west for a future fire station. It is beyond readily apparent that the proper place for a sheriff substation is in the fire station complex which is some distance away from this neighborhood and already vested with the land.

g. FAILURE TO PRODUCE REQUIRED DOCUMENT

Early in the summer, CSR/Resor/Four Shadows attempted a blitzkrieg effort to force residents to sign a document – sight unseen – that, under the false pretenses of “snow removal”, would pave the way to getting Lot 15 a partial vacation to remove the wording. They were not able to get all lot owners to sign [as required by **8.2.13.5.a.i Instrument Required**] in order to get a partial vacation.

A few weeks later on June 28th Jon Wylie attorney for CSR wrote a letter to myself and the residents in which Attorney Wylie complains about CSR being treated unfairly (?) in the wake of their aggressive effort to bully the community into signing the document. Having failed to get all the signatures required by the LDRs, he bitterly he writes,

“Fourth, CSR and Four Shadows recorded the deed restriction on Lot 15 restricting it as institutional office space and these entities have the authority to remove that deed restriction as they see fit. Homesteads owners [sic] consents are not required to modify or remove these deed restrictions.” So if CSR claims the local resident/owners are in accord with what they are doing with regard to Lot 15, that would constitute a lie.

This is the CSR brand of *“good faith based on transparency and neighborliness”* that the Wylie later goes on to speak of in his letter. The residents of this neighborhood have collectively little sophistication in these matters nor the resources to defend itself against a developer that grossed \$165,100,000 last year alone and for whom vindictive action appears reflexive. [See Jackson Hole News and Guide article October 8th, 2016 *Jackson Dominates state real estate sales*] The HOA itself is wholly controlled by the developer and serves only CSR's interests to the detriment of the resident owner.

I ask that the planners look at this request very carefully and ask is this an appropriate way in which to alter the plat? Is this consistent with the values and ideals of our community, the Master Plan and Comp Plan? Is this safe and appropriate for all the children and residents in a sub-par

development with regard to road widths, parking, guest parking, handicap parking, fire turnarounds, and so forth? And are there other alternatives available with less impact and that would constitute better planning?

2) VACATION OF 5' SNOW EASEMENT ON LOT 16

- a. This request is being made by CSR/Resor in order to gain access to the remainder of the Homesteads project whose access is currently encumbered by a rogue easement which was made along with other errors at the inception. The current neighborhood has serious road related issues.
- b. The cause to get more affordable housing built is imperative. And never more so than with the CSR/Shooting Star development which has burdened the community with hundreds of jobs but who has responded with merely tens of houses.
- c. I encourage this request to be granted but not in the incremental fashion they are requesting it. It should be part of the overall request to develop the parcel Lot 16 into affordable housing and should be granted with a design that addresses the failures of the current project in street width, street safety and parking.

I would like to remind you of the Development Permit DEV2011-0017 dated December 15th 2011. Under "Limitations and Conditions" it says; 3. *If a future impact study demonstrates that safety or health issues demand a road built to a higher standard, then Crystal Springs Road shall be upgraded to that standard as development progresses".* No such study has been implemented and having lived there 3.5 years, there is no question there are health and safety issues concerning the road. CSR's new plan is assuming they can just continue with what has already been built. Absent the study which is indicated, I think CSR is getting a bit ahead of themselves with this incremental request. I would ask you to not deny the request, but to set it aside until such time CSR has developed its plan in accordance with the required study.

Sincerely,



Tim Rieser

**AFFIDAVIT OF
PARTIAL VACATION OF PLAT
AND VACATION OF EASEMENT**

TO WIT:

This instrument is made to be effective upon its recordation in the Office of the Clerk of Teton County, Wyoming by Crystal Springs Ranch Inc., a Wyoming corporation ("CSR"), The Homesteads at Teton Village Homeowners Association, a Wyoming nonprofit corporation (the "HOA") and by the Teton County Board of County Commissioners (the "Board").

WHEREAS, the subject of this Affidavit is a snow storage easement for the benefit of the HOA as specifically described in the twenty-second paragraph of the Certificate of Owner of the Final Plat of the Homesteads at Teton Village recorded in the Office of the Teton County Clerk, Wyoming on November 5, 2012 as Plat No. 1323 (the "Final Plat"), as follows: *"that the Homesteads at Teton Village Homeowners Association is hereby granted a perpetual non-exclusive snow storage easement in, under, over and across those portions of Lots 1 through 13, 15 and 16 of the foregoing subdivision that lie five (5) feet within any boundary of said Lot that is common with a boundary of Common Area Lot 14 of the foregoing subdivision for the purpose of orderly removal, casting and storage by the Association of snow from the roadways, parkways and sidewalks located within Common Area Lot 14"*(the "5 Foot Snow Storage Easement");

WHEREAS, CSR intends to move forward with the affordable housing development of Lot 16 of the Final Plat, also referred to as the Phase 3 Lot in the Declaration of Covenants, Conditions and Restrictions for The Homesteads at Teton Village recorded in the Office of the Teton County Clerk, Wyoming in Book 824 of Photo at Pages 799 to 832 (the "Declaration") and for the purpose of supporting the Town of Jackson and Teton County's mission to pursue and construct workforce housing within Teton County would like to add two additional voluntary affordable/employment based units to its development of Lot 16 (a net result of 10 affordable/employment based homes as opposed to the 8 that were shown as an illustrative concept plan for Lot 16 on the Site Overview Map of the Village Core Parcel J Phase One Sketch Plan, which indicated that the Lot 16 site layout, unit number and type would be determined at Phase Three Sketch Plan);

WHEREAS, the twenty-eighth paragraph of the Certificate of Owner of the Final Plat, which starts with the phrase *"that the undersigned owner hereby reserves the right for itself and for the future owner(s) of Lot 16..."*, expressly reserves to the owner of Lot 16 the right to vacate and replat said Lot 16 as may be necessary in the sole discretion of such owner for the benefit of the owner of Lot 16, and Section 9.9 of the Declaration, as amended by that Second Amendment to the Declaration of Covenants, Conditions and Restrictions for The Homestead at Teton Village recorded in the Office of the Teton County Clerk, Wyoming on June 28, 2016 in Book 923 of Photo at Pages 401 to 403 ("Second Amendment to the Declaration") contains the following provision related to the development of Lot 16 (referred to as the "Phase 3 Lot" in the Declaration):

9.9 Right to Annexation and Replat Phase 3 Lot; Right to Assign LCE; Right to Grant Future Easements across Properties. *The Declarant hereby reserves the right for itself and for the future Owner(s) of the Phase 3 Lot to vacate and replat such lot. Concurrent with the vacation and replat of the Phase 3 Lot, a Supplemental Declaration may be filed in the Office of the Clerk of Teton County, Wyoming to annex the additional lots and/or units into this Declaration and to designate the common area and limited common elements, as applicable, and create Neighborhoods. Any common area may be conveyed to the Association by warranty deed concurrently upon filing the replat of the Phase 3 Lot, or portion thereof. Declarant hereby reserves the right to add or assign portions of common area to lots and/or units as appurtenant limited common elements (individually or collectively) by filing a Supplemental Declaration in the Office of the Clerk of Teton County, Wyoming. Declarant also reserves for itself and for the future Owner(s) of the Phase 3 Lot, the non-exclusive right and power to modify the LCE-Driveway designated to Lot 13 on the Plat and to grant and record in the Public Records utility, snow storage and access easements in, under, over and across the Common Area, including but not limited to the Roadways and LCE-Driveways, as may be necessary, in the sole discretion of Declarant and the future Owner(s) of the Phase 3 Lot, for the benefit of the Owner(s) of the Phase 3 Lot, and their successors and assigns. By accepting a deed to a Lot, an Owner acknowledges the Declarant's and the Phase 3 Lot Owner's rights set forth in this Section 9.9, and expressly consents hereto to any such vacation and replat of such lot and any such reserved right to modify the LCE-Driveway designated to Lot 13 on the Plat and to grant access, snow storage and utility easements across the Common Area and create Neighborhoods, and hereby grants a power of attorney to the Declarant and/or to the Phase 3 Lot Owner(s) for purposes of acknowledging consent to any such vacation and replat of such lot and for the completion of any other action required by Teton County for the vacation and replat of such lot, including but not limited to the modification of the LCE-Driveway designated to Lot 13 or the conveyance of access, snow storage and utility easements in, under, over and across the Common Area. The Declarant hereby reserves the right to modify and/or vacate any access, snow storage and utility easements described within this Declaration and/or within the Plat as it deems necessary or convenient to the development of any portion of the real property described on the Final Plat, provided that such modification or vacation does not deny access or utilities to any Lot owned by a Person other than Declarant.*

WHEREAS, the 5 Foot Snow Storage Easement described on the Final Plat mistakenly burdens Lot 16 of the Final Plat;

WHEREAS, CSR, as the Declarant under the Declaration and as the owner of Lot 16, desires to vacate the reference to Lot 16 in 5 Foot Snow Storage Easement in order to facilitate development of Lot 16;

WHEREAS, it is not required for the HOA to consent to actions related to the vacation and replat of Lot 16 pursuant to the reserved rights of Declarant set forth in the twenty-eighth paragraph of the Certificate of Owner on the Final Plat and in Section 9.9 of the Declaration; and

WHEREAS, on the _____ day of _____, 201__, having found that the below-described partial vacation does not abridge or destroy any of the rights and privileges of other proprietors in said plat, the Board approved a partial vacation of the Final Plat to remove from the said plat the reference to Lot 16 in the 5 Foot Snow Storage Easement described in the twenty-second paragraph of the Certificate of Owner on the Final Plat.

NOW, THEREFORE, in accordance with Wyoming Statue 34-12-110, the Board hereby respectfully requests that the Teton County Clerk write, "VACATED" across the above-described reference to Lot 16 in the 5 Foot Snow Storage Easement described in the twenty-second paragraph of the Certificate of Owner on the Final Plat, and further requests that the County Clerk make a reference on said plat to the Book and Pages in which this instrument has been recorded in the Office of the Teton County Clerk.

IN WITNESS WHEREOF, CSR and the Board have executed this instrument to be effective as of the date of recording in the Office of the Teton County Clerk, Wyoming (the "Effective Date").

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
its Chairperson

ATTEST:

By: _____
Sherry L. Daigle
County Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____,
Chairperson of the Board of County Commissioners of Teton County, Wyoming and Sherry L.
Daigle, Teton County Clerk, respectively, this day _____ of _____, 201_____.

Witness my hand and official seal.

Notary Public

My Commission Expires:

CRYSTAL SPRINGS RANCH INC.,
a Wyoming Corporation

By: _____
John L. Resor,
its President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

Subscribed and sworn to before me by John L. Resor, acting as President of Crystal Springs Ranch Inc., a Wyoming Corporation, this _____ day of _____, 201_.

Witness my hand and official seal.

Notary Public
My Commission Expires:

**AFFIDAVIT OF
PARTIAL VACATION OF PLAT
AND VACATION OF RESTRICTIVE COVENANT**

TO WIT:

This instrument is made to be effective upon its recordation in the Office of the Clerk of Teton County, Wyoming by Crystal Springs Ranch Inc., a Wyoming corporation ("CSR") and by the Teton County Board of County Commissioners (the "Board").

WHEREAS, the subjects of this Affidavit are the references to "Institutional Non-Profit Office Use" on Lot 15 ("Lot 15") of the Final Plat of the Homesteads at Teton Village recorded in the Office of the Teton County Clerk, Wyoming on November 5, 2012 as Plat No. 1323 (the "Homesteads Plat");

WHEREAS, CSR and Fours Shadows, LLC no longer wish to restrict Lot 15 and have vacated that certain Declaration of Restrictive Covenants recorded in the Office of the Teton County Clerk on November 5, 2012 in Book 824 of Photo at Pages 833 to 835 because Lot 15 was not conveyed to Grand Teton Music Festival as was originally intended;

WHEREAS, CSR is the current owner of Lot 15 and desires to vacate all references to Institutional Non-Profit Use on Lot 15 of the Homesteads Plat, including but not limited to:

- the paragraph 17 statement of the Certificate of Owner on Sheet 1 of the plat that reads "that Lot 15 of the foregoing subdivision is SUBJECT TO that Declaration of Restrictive Covenants in favor of Four Shadows LLC and Crystal Springs Ranch Inc. to be recorded in said Office on the same date as this Plat;"
- that paragraph 21 statement of the Certificate of Owner on Sheet 1 of the plat that reads "...(iii) with respect to Lot 15, the terms and conditions and restrictions of that certain Declaration of Restrictive Covenants in favor of Four Shadows LLC and Crystal Springs Ranch Inc. to be recorded in said Office on the same date as this plat, and any amendments and supplements thereto"
- the Land Use Summary – Project Area Summary Note on Sheet 2 of the plat that reads "Institutional Non-Profit Office Lot"
- the note on the detail map on Sheet 2 of the Plat under the Lot 15 label that reads "INSTITUTIONAL NON-PROFIT OFFICE USE LOT"

WHEREAS, on the _____ day of _____, 201__, having found that the below-described partial vacation does not abridge or destroy any of the rights and privileges of other proprietors in said plat, the Board approved a vacation of the references on Lot 15 of the Homesteads Plat to "Institutional Non-Profit Use" and to remove from the said plat all references to "Institutional Non-Profit Use".

CRYSTAL SPRINGS RANCH INC.,
a Wyoming Corporation

By: _____
John L. Resor,
its President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

Subscribed and sworn to before me by John L. Resor, acting as President of Crystal Springs Ranch Inc., a Wyoming Corporation, this _____ day of _____, 201_.

Witness my hand and official seal.

Notary Public
My Commission Expires:



July 15, 2016

Ms. Susan Johnson
Teton County Planning Manager
HAND DELIVERED & E-MAILED to sjohnson@tetonwyo.org

Re: Sufficiency Submittal - Application for Partial Vacation of Plat 1323, The Homesteads at Teton Village for vacation of snow storage easement burdening Lot 16 created by statement in Certificate of Owner and removal of references to Institutional Non-Profit Office Space Use for Lot 15
Jorgensen Associates Project 06095.57.17

Dear Susan,

The attached constitute the application materials for a partial vacation of Teton County Plat 1323 of The Homesteads at Teton Village, which are as follows:

- A. **APPLICATION FEE** - Jorgensen Associates, P.C. check number 43232 in the amount of \$450
- B. **PLANNING PERMIT APPLICATION** for subdivision permit and attachment with PINs of affected Lots
- C. **SUPPORTING DOCUMENTS**
 1. **Exhibit A1 and A2 - Copies of Sheets 1 and 2 of Plat 1323** with statements to be vacated highlighted in orange: grant of snow storage easement appurtenant to Lot 16, Plat 1323, and references to Institutional Non-Profit Office Space Use of Lot 15
 2. **Exhibit B - Illustrative Map** of areas that are burdened by the snow storage easement to be partially vacated
 3. **EXHIBITS C & D – Copies of Sheet C2.2 and CL1.01 of the Parcel J Phase One Final Development Plan**, DEV 2012-0005 (an amendment to DEV 2011-0017) for what has become Lots 1-14 of The Homesteads at Teton Village, Plat 1323 - with areas highlighted that were approved for and intended to serve as snow storage easements
 4. **Drafts of Instruments** to be recorded in the Office of the Teton County Clerk upon approval by the Board of County Commissioners of the requested partial vacation of plat:
 - a. *AFFIDAVIT OF PARTIAL VACATION OF PLAT AND VACATION OF RESTRICTIVE COVENANT (for Lot 15)*
 - b. *AFFIDAVIT OF PARTIAL VACATION OF PLAT AND VACATION OF EASEMENT (for Lot 16)*
 5. Other supporting documentation
 - a. Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Homesteads at Teton Village, Book 923 of Photo, pages 401-403, Teton County Clerk records
 - b. Copy of recorded Declaration of Restrictive Covenants for Lot 15 (824P833-835) to be vacated
 - c. Vacation of Declaration of Restrictive Covenants, which vacates the Declaration of Restrictive Covenants for Lot 15 listed above; to be recorded in advance of the approval of the Partial Vacation of Plat

REGARDING THE REQUESTED SNOW STORAGE EASEMENT VACATION:

The portion of the snow storage easement being requested for vacation (within Lot 16 only) was granted by the following statement in the Certificate of Owner on Sheet 1 of said Plat:

“that the Homesteads at Teton Village Owners Association is hereby granted a perpetual non-exclusive snow storage easement in, under, over and across those portions of Lots 1 through 13, 15 and 16 of the foregoing subdivision that lie five (5) feet within any boundary of said Lot that is common with a boundary of Common Area Lot 14 of the foregoing subdivision for the purpose of orderly removal, casting and storage by the Association of snow from the roadways, parkways and sidewalks located within Common Area Lot 14;”

The subject easement is not graphically depicted on the plat, but is referenced on plat Sheet 2, titled *Subdivision Overview and Notes* by the following statement under General Notes: “SEE THE CERTIFICATE OF OWNER ON SHEET 1 OF THIS PLAT FOR GRANT OF DRAINAGE AND SNOW STORAGE EASEMENTS”.

See attached Exhibits A1 and A2, which are copies of Sheets 1 and 2 of Plat 1323 that contains the mentioned statements, and the attached Exhibit B, an Illustrative Map showing the areas burdened by the subject easement.

The easement erroneously burdens areas that are in excess of those required for and intended for on-site snow storage. The areas so intended are shown on the attached Exhibits C and D, which are of Sheets C2.2 and L1.01 of the Final Development Plan for Lots 1-14 of The Homesteads at Teton Village. As indicated on Sheet C2.2, off site snow storage is provided for at a 4 acre snow storage site located north of the intersection of the Teton Village Entrance Road and Highway 390. The acreage required for on-site snow storage is calculated below as are the areas that will remain available for snow storage after the requested partial vacation of plat:

2.5% OF TOTAL REQUIRED OFF-STREET PARKING, LOADING AND DRIVES
IS REQUIRED TO BE PROVIDED FOR ON-SITE SNOW STORAGE.

PARKING AND LOADING DRIVES =	12,723.37 s.f.
TOTAL SNOW STORAGE REQUIRED =	318.08 s.f.

AREAS THAT WILL REMAIN UNDER SNOW STORAGE EASEMENT AFTER THE PARTIAL VACATION OF PLAT =
6,929 s.f. +/-

As more fully explained in the attached *AFFIDAVIT OF PARTIAL VACATION OF PLAT AND VACATION OF EASEMENT*, this partial vacation request is made by the owner of Lot 16, Crystal Springs Ranch Inc., as allowed by reservations in the Certificate of Owner of Plat 1323, and in the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for The Homesteads at Teton Village of record in the Teton County Clerk’s records in Book 923 of Photo, pages 401-403, a copy of which is attached as a supporting document.

REGARDING THE VACATION OF REFERENCES TO THE INSTITUTIONAL NON-PROFIT OFFICE SPACE USE OF LOT 15:

At the time of the recordation of Plat 1323 in November of 2012, a Final Development Plan application by GTMF Development, LLC (sanctioned by Four Shadows LLC, the owner of Lot 15 at the time) had been approved for the development on Lot 15 of an institutional non-profit office building for the Grand Teton Music Festival. To assure that the approved and future development of Lot 15 would remain in accord with the Teton Village Expansion Master Plan restrictions on institutional non-profit office space use, Lot 15 was designated on Plat 1323 for that use and a special restriction was recorded against the lot in the Teton County Clerk’s records in Book 824 of Photo, pages 833-835. However, after an extension of the Final Development Plan approval, GTMF Development, LLC elected not to purchase the lot from Crystal Springs Ranch Inc., Four Shadows LLC’s

successor in ownership, and to abandon plans for the construction of the approved office building. GTMF Development, LLC's Final Development Plan was allowed to expire on September 9, 2013.

At this time, the current owner of Lot 15, Crystal Springs Ranch Inc., has preliminary plans to develop Lot 15 for other allowed use and desires to remove the use restrictions on Lot 15. Towards that end the recorded Declaration in Book 824 will be vacated in accord with the terms of that instrument. Copies of the original recorded instrument and the vacation instrument are attached as supporting documents.

SUMMARY OF NOTES, STATEMENTS TO BE VACATED FROM PLAT 1323:

PLAT SHEET 1 CERTIFICATE OF OWNER STATEMENTS to be modified as indicated by Strikeout:

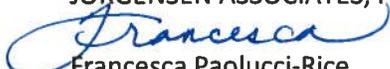
- ~~"that Lot 15 of the foregoing subdivision is SUBJECT TO that Declaration of Restrictive Covenants in favor of Four Shadows LLC and Crystal Springs Ranch Inc. to be recorded in said Office on the same date as this Plat;"~~
- "that the Homesteads at Teton Village Owners Association is hereby granted a perpetual non-exclusive snow storage easement in, under, over and across those portions of Lots 1 through 13, 15 and 16 of the foregoing subdivision that lie five (5) feet within any boundary of said Lot that is common with a boundary of Common Area Lot 14 of the foregoing subdivision for the purpose of orderly removal, casting and storage by the Association of snow from the roadways, parkways and sidewalks located within Common Area Lot 14;"

PLAT SHEET 2

- Land Use Summary Note to Be Modified by Indicated Strikeout
~~"Institutional Non-Profit Office Lot~~
Reserved for Future Development 1 (Lot 15)
- Note Under Lot Number on Map Detail to Be Modified by Indicated Strikeout
Lot 15
0.25 Acres
~~INSTITUTIONAL~~
~~NON-PROFIT~~
~~OFFICE-USE LOT~~
RESERVED FOR
FUTURE DEVELOPMENT

For your use, later today I will send a digital copy of this submittal to you via e-mail. Once we receive your sufficiency determination we will provide updated electronic copies as necessary for distribution to the technical review committee, and upon your request additional hard copies. Should you have any questions, or require any additional copies or information at this time please contact me at our office. Thank you for your assistance.

Best Regards,
JORGENSEN ASSOCIATES, P.C.


Francesca Paolucci-Rice

Enclosures

CC: Crystal Springs Ranch Inc. (John Resor, Jason Wells); Wylie Baker LP (Brenda Wylie)

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JORGENSEN

It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 203
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

August 5, 2016

Ms. Susan Johnson
Teton County Planning Manager
E-MAILED to sjohnson@tetonwyo.org

Re: Revision to Submittal - Application for Partial Vacation of Plat 1323, The Homesteads at Teton Village for vacation of snow storage easement burdening Lot 16 created by statement in Certificate of Owner and removal of references to Institutional Non-Profit Office Space Use for Lot 15

SD2016-0007
Jorgensen Associates Project 06095.57.17

Dear Susan,

As we discussed previously by telephone, regarding the vacation of references to the institutional non-profit office space use of Lot 15 requested in the submitted application, there is an additional reference in the Certificate of Owner that will need to be vacated. In the summary below, the statement to be vacated, which was not referenced in the original application submittal letter is highlighted in yellow.

SUMMARY OF ALL NOTES, STATEMENTS TO BE VACATED FROM PLAT 1323:

PLAT SHEET 1 CERTIFICATE OF OWNER STATEMENTS to be modified as indicated by Strikeout:

- ~~“that Lot 15 of the foregoing subdivision is SUBJECT TO that Declaration of Restrictive Covenants in favor of Four Shadows LLC and Crystal Springs Ranch Inc. to be recorded in said Office on the same date as this Plat;”~~
- “that the undersigned owner hereby declares that each lot of the foregoing subdivision (hereinafter referred to as a Lot) is hereby burdened with a perpetual non-exclusive drainage easement ... (iii) with respect to Lot 15, the terms and conditions and restrictions of that certain Declaration of Restrictive Covenants in favor of Four Shadows LLC and Crystal Spring Ranch Inc. to be recorded in said Office on the same date as this plat, and all amendments and supplements thereto; and (iv) and Development or Grading and Erosions Control Permits required by Teton County for the development of a Lot;”
- “that the Homesteads at Teton Village Owners Association is hereby granted a perpetual non-exclusive snow storage easement in, under, over and across those portions of Lots 1 through 13, 15 and 16 of the foregoing subdivision that lie five (5) feet within any boundary of said Lot that is common with a boundary of Common Area Lot 14 of the foregoing subdivision for the purpose of orderly removal, casting and storage by the Association of snow from the roadways, parkways and sidewalks located within Common Area Lot 14;”

PLAT SHEET 2

- Land Use Summary Note to Be Modified by Indicated Strikeout
~~“Institutional Non-Profit Office Lot
Reserved for Future Development 1 (Lot 15)~~
- Note Under Lot Number on Map Detail to Be Modified by Indicated Strikeout
Lot 15

0.25 Acres
~~INSTITUTIONAL~~
~~NON-PROFIT~~
~~OFFICE USE LOT~~
RESERVED FOR
FUTURE DEVELOPMENT

The draft AFFIDAVIT OF PARTIAL VACATION OF PLAT AND VACATION OF RESTRICTIVE COVENANT (for Lot 15) to be recorded in the Office of the Teton County Clerk upon approval by the Board of County Commissioners of the requested partial vacation of plat has been appropriately revised and a copy of the revised instrument attached.

Should you have any questions, or require hard copies or additional information for technical review, please contact me at our office. Thank you for your assistance.

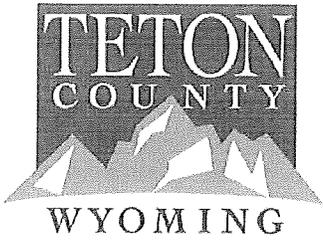
Best Regards,
JORGENSEN ASSOCIATES, P.C.


Francesca Paolucci-Rice

Enclosures

CC: Crystal Springs Ranch Inc. (John Resor, Jason Wells); Wylie Baker LP (Brenda Wylie)

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PLANNING PERMIT APPLICATION
Planning & Development Department
Planning Division

200 S. Willow St. | ph: (307) 733-3959
 P.O. Box 1727 | fax: (307) 739-9208
 Jackson, WY 83001 | www.tetonwyo.org

<i>For Office Use Only</i>		
Fees Paid _____		
Check # _____	Credit Card _____	Cash _____
Application #s _____		

PROJECT.

Name/Description: Partial Vacation of Plat 1323, The Homesteads at Teton Village - References to Lot 15 Use & C of O Easement Grant Burdening Lot 16
 Physical Address: Rim Rock and Taminah Roads
 Lot, Subdivision: Lots burdened by subject easement in which easement to be vacated : Lot 16, Plat 1323 PIDN: See attached
Lot benefited by subject easement: Lot 14, Plat 1323 ; Lot burdened by subject use designation, Lot 15

OWNER. Lot 14, Plat 1323

Name: Crystal Springs Ranch Inc. Phone: 307-739-1908
 Mailing Address: 3490 Clubhouse Drive Wilson, WY ZIP: 83014
 E-mail: Jason Wells - jwells@shootingstarjh.com

APPLICANT/AGENT. APPLICANT: Crystal Springs Ranch Inc. and

Name: Crystal Springs Ranch Inc. Phone: 307-733-739-1908
 Mailing Address: 3490 Clubhouse Drive Wilson, WY ZIP: 83014
 E-mail: Jason Wells - jwells@shootingstarjh.com

DESIGNATED PRIMARY CONTACT. AGENT: Jorgensen Associates, P.C. Attn: Francesca Paolucci-Rice
 P.O. Box 9550 Jackson, WY 83002 307-733-5150
 Owner Applicant/Agent fpr@jorgeng.com

TYPE OF APPLICATION. Please check all that apply; see Fee Schedule for applicable fees.

Use Permit

- Basic Use
- Conditional Use
- Special Use

Physical Development

- Sketch Plan
- Development Plan

Interpretations

- Formal Interpretation
- Zoning Compliance Verification

Relief from the LDRs

- Administrative Adjustment
- Variance
- Beneficial Use Determination
- Appeal of an Admin. Decision

Development Option/Subdivision

- Development Option Plan
- Subdivision Plat
- Boundary Adjustment (replat)
- Boundary Adjustment (no plat)

Amendments to the LDRs

- LDR Text Amendment
- Zoning Map Amendment
- Planned Unit Development

ATTACHMENT TO PLANNING PERMIT APPLICATION

For

PARTIAL VACATION OF THE HOMESTEADS OF TETON VILLAGE, PLAT 1323 -
to remove easement grant statement Burdening Lot 16 from the Certificate of Owner of
Plat 1323, and references to Lot 15 as a lot used reserved for Institutional Non-Profit Office
Space use

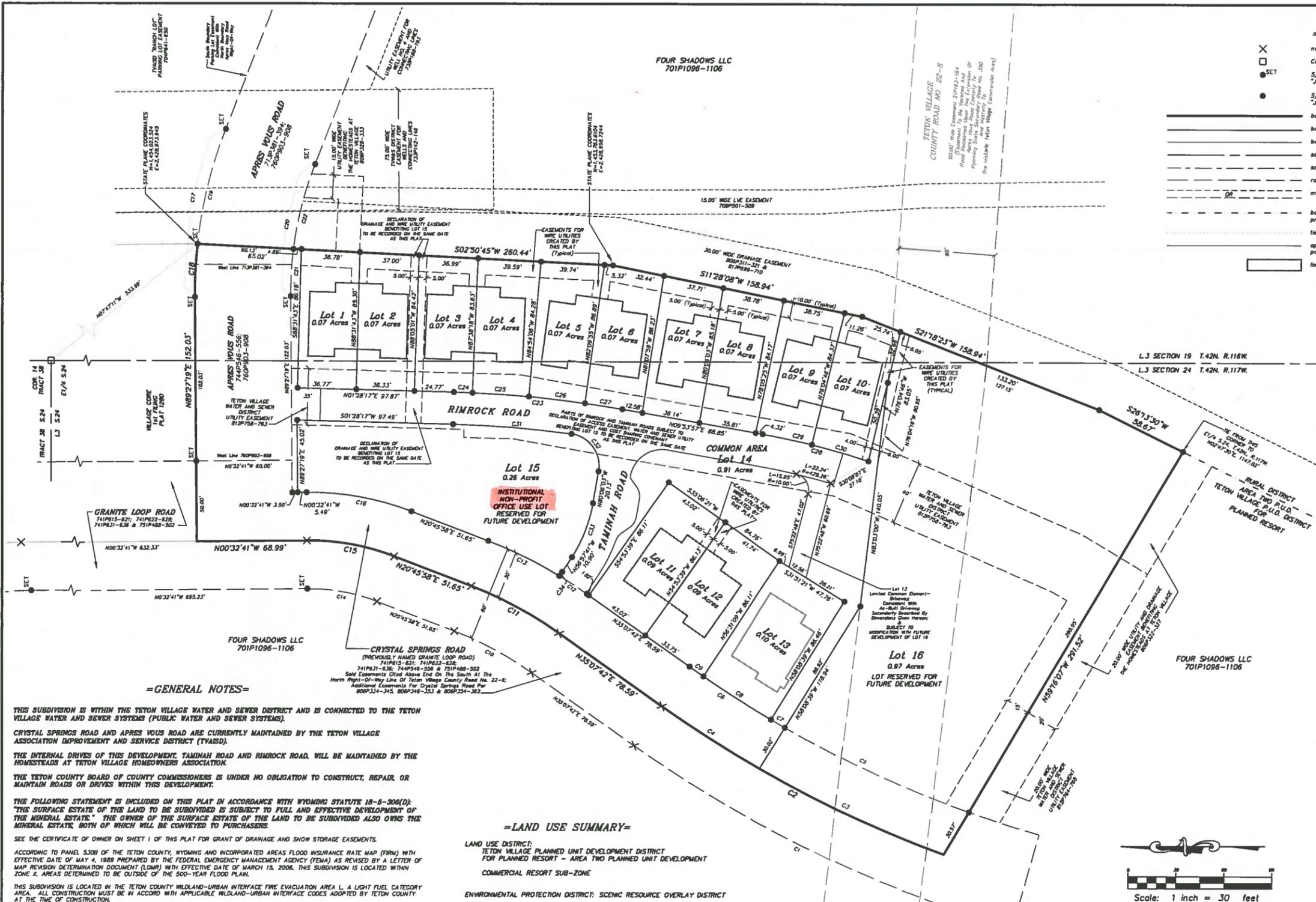
Jorgensen Associates P.C. Project 06095.57.17

Prepared July 06, 2016

Parcel ID's of Lots of The Homesteads at Teton Village, Plat 1323 Affected by Subject
Partial Vacation of Plat

LOT NUMBER	PARCEL ID NUMBER	
14	22-42-16-19-2-03-014	
15	22-42-16-19-2-03-015	
16	22-42-16-19-2-03-016	

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=LEGEND=

- no monument found or set; symbol used only as necessary for drawing clarity
- Corner Record on file; monument found this survey
- 5/8 inch diameter steel reinforcing bar with 2 inch diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS #469" previously set
- 5/8 inch diameter steel reinforcing bar with 2 inch diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS #469" to be set by November 15, 2014
- boundary The Homesteads at Teton Village
- boundary of a lot of The Homesteads at Teton Village
- boundary adjacent property
- section line
- sectional subdivision line
- road easement boundary
- miscellaneous easement boundary
- boundary Teton Village P.U.D. District for Planned Resort, where not coincident with property line or section line (see also Vicinity Map Sheet 1)
- tie line
- approximate edge of pavement being constructed with development of Lots 1-15; pavement may be extended with development of Lot 16
- foundation of building as constructed

=CURVE TABLE=

NAME	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1922'34"	780.00	263.78	S23°26'29"W	262.52
C2	1514'29"	750.00	199.51	S27°30'27"W	198.82
C3	8'42'49"	750.00	127.15	S24°44'37"W	127.00
C4	5'31'40"	750.00	72.36	S32°21'52"W	72.33
C5	10'04'38"	720.00	126.64	S24°28'04"W	126.47
C6	4'48'32"	720.00	60.64	S32°42'58"E	60.62
C7	0'47'46"	720.00	18.01	S29°54'17"W	18.01
C8	3'38'45"	720.00	50.21	S32°18'32"W	50.20
C9	0'48'47"	720.00	18.43	S34°42'48"W	18.43
C10	14'21'44"	220.00	55.15	N27°56'30"E	55.00
C11	14'21'44"	250.00	62.67	N27°56'30"E	62.50
C12	4'10'38"	280.00	20.44	N33°02'17"E	20.44
C13	10'16'48"	280.00	48.75	N25°51'21"E	48.68
C14	2'16'38"	120.00	44.63	N10°06'39"E	44.38
C15	2'16'38"	150.00	55.79	N10°06'39"E	55.47
C16	2'16'38"	180.00	66.95	N10°06'39"E	66.58
C17	2'15'39"	200.00	106.64	N79°36'31"W	106.19
C18	6'45'43"	280.00	33.05	N87°08'49"W	33.03
C19	15'05'58"	280.00	73.79	N76°14'30"W	73.57
C20	2'15'39"	220.00	63.84	N79°36'31"W	63.43
C21	7'46'59"	220.00	28.50	N86°42'11"W	28.48
C22	14'16'40"	220.00	54.44	N75°46'22"W	54.30
C23	8'25'40"	722.54	108.28	N5°11'07"E	106.19
C24	0'55'02"	722.54	11.57	N135°48'E	11.57
C25	2'48'18"	722.54	35.58	N3°47'57"E	35.57
C26	2'48'18"	722.54	35.58	N8°37'14"E	35.58
C27	1'52'04"	722.54	23.56	N8°37'55"E	23.55
C28	8'42'32"	448.26	68.29	N1°57'52"E	68.22
C29	4'00'51"	448.26	31.47	N11°54'22"E	31.47
C30	4'41'41"	448.26	36.81	N16°15'38"E	36.80
C31	8'05'03"	702.54	74.60	N4°30'48"E	74.57
C32	8'27'37"	20.00	32.23	N53°47'39"E	28.86
C33	2'108'21"	80.00	36.35	S68°31'32"E	36.10
C34	6'56'53"	25.00	3.03	S33°29'15"E	3.03

=GENERAL NOTES=

THIS SUBDIVISION IS WITHIN THE TETON VILLAGE WATER AND SEWER DISTRICT AND IS CONNECTED TO THE TETON VILLAGE WATER AND SEWER SYSTEMS (PUBLIC WATER AND SEWER SYSTEMS).

CRYSTAL SPRINGS ROAD AND APRES VOUS ROAD ARE CURRENTLY MAINTAINED BY THE TETON VILLAGE ASSOCIATION IMPROVEMENT AND SERVICE DISTRICT (TVAISD).

THE INTERNAL DRIVES OF THIS DEVELOPMENT, TAMNAH ROAD AND RIMROCK ROAD, WILL BE MAINTAINED BY THE HOMESTEADS AT TETON VILLAGE HOMEOWNERS ASSOCIATION.

THE TETON COUNTY BOARD OF COUNTY COMMISSIONERS IS UNDER NO OBLIGATION TO CONSTRUCT, REPAIR, OR MAINTAIN ROADS OR DRIVES WITHIN THIS DEVELOPMENT.

THE FOLLOWING STATEMENT IS INCLUDED ON THIS PLAT IN ACCORDANCE WITH WYOMING STATUTE 18-6-306(D): "THIS SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THIS MINERAL ESTATE." THE OWNER OF THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED ALSO OWNS THE MINERAL ESTATE, BOTH OF WHICH WILL BE CONVEYED TO PURCHASERS.

SEE THE CERTIFICATE OF OWNER ON SHEET 1 OF THIS PLAT FOR GRANT OF DRAINAGE AND SNOW STORAGE EASEMENTS.

ACCORDING TO PANEL 5308 OF THE TETON COUNTY, WYOMING INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM) WITH EFFECTIVE DATE OF MAY 4, 1989 PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AS REVISED BY A LETTER OF MAP REVISION DETERMINATION DOCUMENT (LDMR) WITH EFFECTIVE DATE OF MARCH 15, 2006, THIS SUBDIVISION IS LOCATED WITHIN ZONE X. AREAS DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOOD PLAN.

THIS SUBDIVISION IS LOCATED IN THE TETON COUNTY WILDLAND-URBAN INTERFACE FIRE EVACUATION AREA L, A LIGHT FUEL CATEGORY AREA. ALL CONSTRUCTION MUST BE IN ACCORD WITH APPLICABLE WILDLAND-URBAN INTERFACE CODES ADOPTED BY TETON COUNTY AT THE TIME OF CONSTRUCTION.

PURSUANT TO SECTION 9(D)(9) OF THE STANDARDS AND CONDITIONS OF THE MASTER PLAN FOR AREA TWO - TETON VILLAGE EXPANSION PLANNED UNIT DEVELOPMENT - PLANNED RESORT, AS INCORPORATED IN THAT AFFIDAVIT AFFECTING TITLE RE: AMENDMENT AND COMPLETE RESTATEMENT OF STANDARDS AND CONDITIONS FOR AREA TWO - TETON VILLAGE EXPANSION PLANNED UNIT DEVELOPMENT - PLANNED RESORT RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING IN BOOK 746 OF PHOTO, PAGES 403-477, AS AMENDED BY THAT AMENDMENT OF AFFIDAVIT AFFECTING TITLE ("TETON VILLAGE EXPANSION PUO") RECORDED IN SAID OFFICE IN BOOK 793 OF PHOTO, PAGES 1028-1088, THE OWNER OF ANY LOT OF THE FOREGOING SUBDIVISION WILL BE CHARGED A TRANSIT IMPACT FEE BY TETON COUNTY UPON ISSUANCE OF A BUILDING PERMIT FOR A BUILDING CONTAINING OFFICE SPACE, RESTAURANT SPACE, RETAIL SPACE OR FREE MARKET UNITS. THE TRANSIT IMPACT FEE SHALL NOT APPLY TO AFFORDABLE HOUSING OR INSTITUTIONAL NON-PROFIT OFFICE SPACE.

EXCEPT FOR THE PAVEMENT FOR TAMNAH AND RIMROCK ROADS, AND THAT PART OF THE LOT 13 DRIVEWAY WITHIN COMMON AREA LOT 14, THIS MAP DOES NOT SHOW DECKS, DRIVEWAYS, PARKING AREAS, PATHWAYS/SIDEWALKS OR OTHER SHARED IMPROVEMENTS APPROVED UNDER DEVELOPMENT PERMIT DEV 2011-0017 FOR THE DEVELOPMENT OF LOTS 1-13 OF THIS SUBDIVISION.

A FINAL DEVELOPMENT PLAN, DEV 2011-0018, HAS BEEN APPROVED FOR LOT 15, BUT NO DEVELOPMENT PERMIT HAS BEEN ISSUED AT THE TIME OF THE APPROVAL AND RECORDATION OF THIS PLAT; THEREFORE, NO BUILDING FOUNDATION OR IMPROVEMENTS ARE SHOWN WITHIN LOT 15. LOT 15 IS RESERVED FOR FUTURE DEVELOPMENT IN ACCORDANCE WITH THE MASTER PLAN FOR THE AREA TWO PLANNED UNIT DEVELOPMENT OF THE TETON VILLAGE PLANNED UNIT DEVELOPMENT DISTRICT FOR PLANNED RESORT.

NO FINAL DEVELOPMENT PLAN HAS BEEN SUBMITTED FOR LOT 16. LOT 16 IS RESERVED FOR FUTURE DEVELOPMENT AND SUBDIVISION IN ACCORDANCE WITH THE MASTER PLAN FOR THE AREA TWO PLANNED UNIT DEVELOPMENT OF THE TETON VILLAGE PLANNED UNIT DEVELOPMENT DISTRICT FOR PLANNED RESORT.

AREAS OF IMPROVEMENTS WITHIN COMMON AREA LOT 14 NOT DESIGNATED HEREON AS LIMITED COMMON ELEMENT (LCE) SHALL BE CONSIDERED GENERAL COMMON AREA/GENERAL COMMON ELEMENTS AS DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HOMESTEADS AT TETON VILLAGE TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING ON THE SAME DATE AS THIS PLAT. SAID DECLARATION PROVIDES FOR THE GRANT OF EASEMENTS WITHIN SAID COMMON AREA, THE DESIGNATION OF ADDITIONAL LCE, AND FOR THE MODIFICATION OF THE LOT 13 LCE-DRIVEWAY SHOWN HEREON AS MAY BE NECESSARY FOR THE FUTURE DEVELOPMENT OF LOT 16.

=LAND USE SUMMARY=

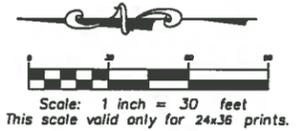
LAND USE DISTRICT:
 TETON VILLAGE PLANNED UNIT DEVELOPMENT DISTRICT
 PLANNED RESORT - AREA TWO PLANNED UNIT DEVELOPMENT
 COMMERCIAL RESORT SUB-ZONE

ENVIRONMENTAL PROTECTION DISTRICT: SCENIC RESOURCE OVERLAY DISTRICT

PROJECT AREA SUMMARY:
 TOTAL AREA: 314 Acres
 TOTAL NUMBER OF LOTS: 16
 Residential Townhome Lots: 13 (Lots 1-13)
 Common Area Lot: 1 (Lot 14)
 Institutional Non-Profit Office Lot: 1 (Lot 15)
 Reserved For Future Development: 1 (Lot 16)
 Lot Reserved For Future Development: 1 (Lot 16)

MINIMUM SETBACK REQUIREMENTS FROM SUBDIVISION BOUNDARY:
 FRONT STREET YARD (Crystal Springs Road): 10'
 FRONT STREET YARD (Apres Vous Road): 10'
 SOUTH SIDE: 5'
 EAST SIDE: 10'

MINIMUM SETBACK REQUIREMENTS FROM INTERNAL LOT BOUNDARIES:
 For Lots 1-13 Per Site Plan Approved Under Final Development Plan DEV 2011-0017 As Amended For Lots 15 and Lot 16 To Be Established By Final Development Plans Under Which Development Of Those Lots Occurs

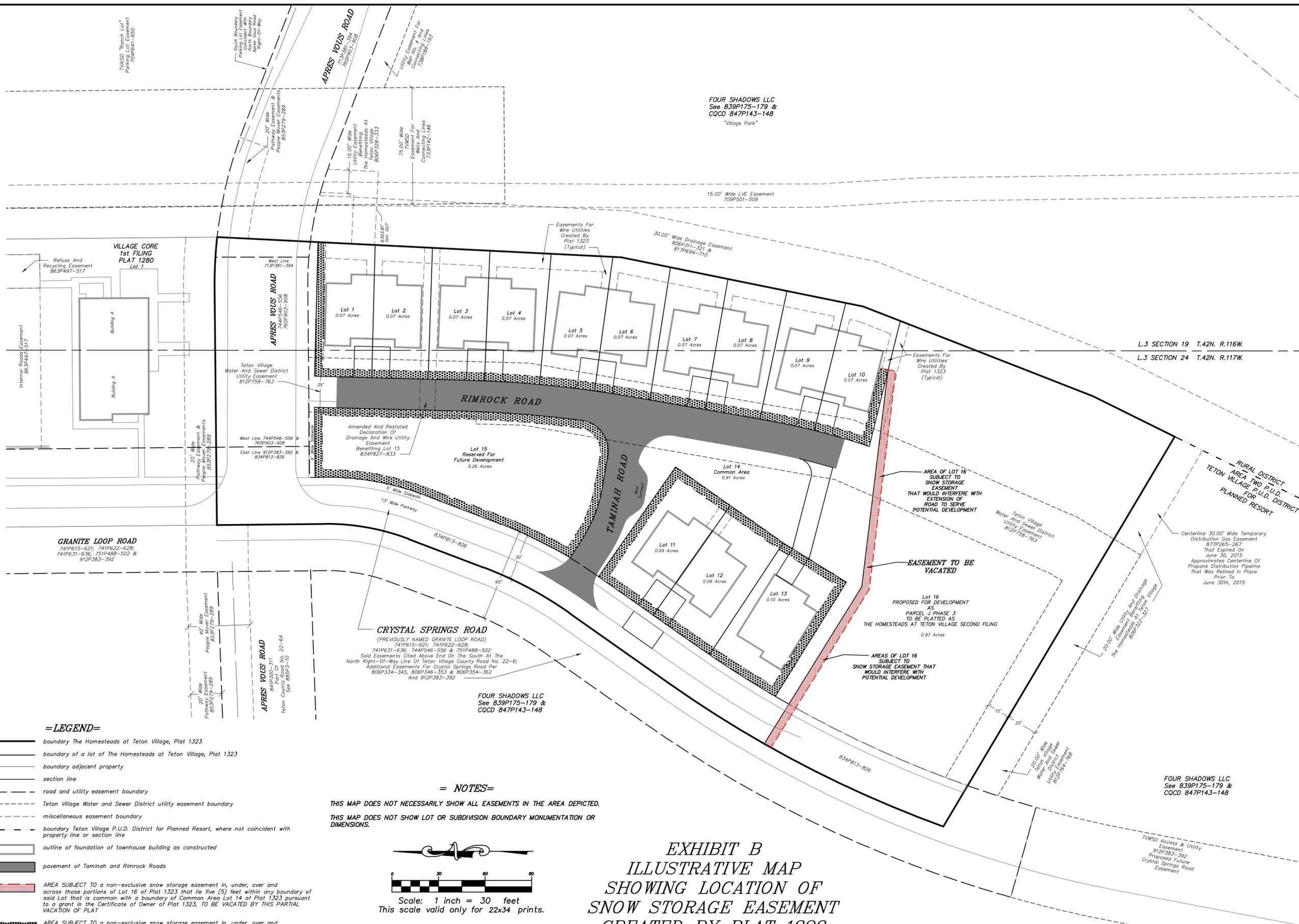


THE HOMESTEADS AT TETON VILLAGE
 A Subdivision Containing Townhome Lots
 Identical With
 Lot 1 Village Core Second Filing, Plat 1312
 ("Village Core Parcel J")
 And Located Within
 Government Lot 3, Section 19, T.42N., R.116W.
 And
 Government Lot 3, Section 24, T.42N., R.117W.
 6th P.M., Teton County, Wyoming

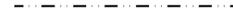
PROJECT TITLE:
**PARTIAL VACATION OF PLAT 1323
TO VACATE LOT 16
SNOW STORAGE EASEMENT**

SHEET TITLE:
**ILLUSTRATIVE MAP SHOWING
SNOW STORAGE EASEMENT
GRANTED BY PLAT 1323 -
TO BE VACATED**

DRAFTED BY:	ALB & FPR
REVIEWED BY:	
PLAN VERSION	DATE
EXHIBIT	2016-07-05
PROJECT NUMBER	06095.57.17
SHEET	1 Of 1

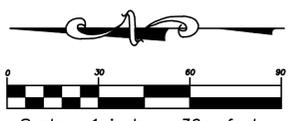


= LEGEND =

-  boundary The Homesteads at Teton Village, Plat 1323
-  boundary of a lot of The Homesteads at Teton Village, Plat 1323
-  boundary adjacent property
-  section line
-  road and utility easement boundary
-  Teton Village Water and Sewer District utility easement boundary
-  miscellaneous easement boundary
-  boundary Teton Village P.U.D. District for Planned Resort, where not coincident with property line or section line
-  outline of foundation of townhouse building as constructed
-  pavement of Taminah and Rimrock Roads
-  AREA SUBJECT TO A non-exclusive snow storage easement in, under, over and across those portions of Lot 16 of Plat 1323 that lie five (5) feet within any boundary of said Lot that is common with a boundary of Common Area Lot 14 of Plat 1323 pursuant to a grant in the Certificate of Owner of Plat 1323, TO BE VACATED BY THIS PARTIAL VACATION OF PLAT
-  AREA SUBJECT TO A non-exclusive snow storage easement in, under, over and across those portions of Lots 1 through 13 of Plat 1323 that lie five (5) feet within any boundary of said Lot that is common with a boundary of Common Area Lot 14 of Plat 1323 pursuant to a grant in the Certificate of Owner of Plat 1323, NOT AFFECTED BY THIS PARTIAL VACATION OF PLAT

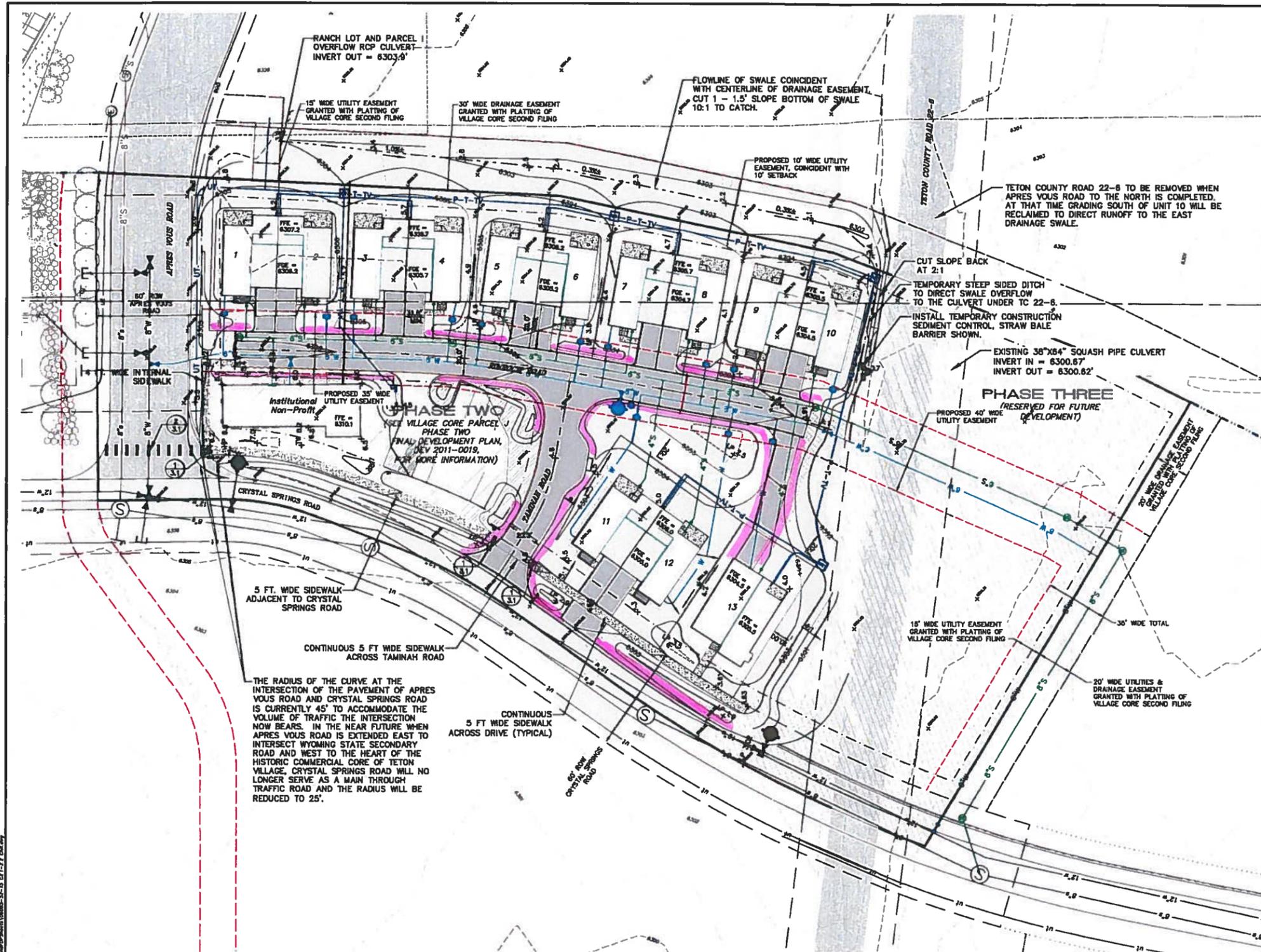
= NOTES =

THIS MAP DOES NOT NECESSARILY SHOW ALL EASEMENTS IN THE AREA DEPICTED.
THIS MAP DOES NOT SHOW LOT OR SUBDIVISION BOUNDARY MONUMENTATION OR DIMENSIONS.



**EXHIBIT B
ILLUSTRATIVE MAP
SHOWING LOCATION OF
SNOW STORAGE EASEMENT
CREATED BY PLAT 1323
TO BE VACATED**

I:\2016\06095.57\Drawn\17-24-2016\17-24-2016\06095.57_17-24-2016_Snow_Storage_Easement_Plat_1323.dwg



SNOW STORAGE NOTES:

- 2.5% OF TOTAL REQUIRED OFF-STREET PARKING, LOADING AND DRIVES SHALL BE PROVIDED FOR ON-SITE SNOW STORAGE.
- PARKING, LOADING, AND DRIVES AREA = 9,344 SF
TOTAL SNOW STORAGE - REQUIRED = 235 SF
TOTAL SNOW STORAGE - PROVIDED = 1,200 SF
- A 2-FOOT CLEAR ZONE ALONG THE EDGE OF ALL ROADS AND DRIVES PROVIDES FOR SNOW STORAGE.
- COORDINATE SNOW STORAGE WITH LANDSCAPING TO PROVIDE REQUIRED AREA. SEE LANDSCAPE PLAN, SHEET L1.01.
- ADDITIONAL OFFSITE SNOW STORAGE AREA FOR VILLAGE CORE PARCEL J IS AVAILABLE AT A 4 ACRE SNOW STORAGE AREA LOCATED NORTH OF THE INTERSECTION OF THE TETON VILLAGE ENTRANCE ROAD AND HWY 390, SEE VICINITY MAP, SHEET C1.1. SNOW STORAGE PROVIDED UNDER THE SNOW STORAGE EASEMENT TO THE TVA AND TVAISD (OF RECORD IN BOOK 741 OF PHOTO, PAGES 789-805).

STORMWATER NOTES:

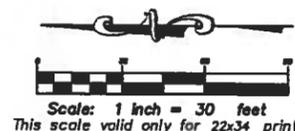
- STORMWATER RUNOFF FROM CRYSTAL SPRINGS ROAD WILL BE DETAINED IN ROADSIDE SWALES. STORMWATER FROM INTERNAL ROADS WILL BE DETAINED IN ROADSIDE SWALES. DRAINAGE ON THE EAST SIDE OF THE PROPERTY WILL BE DETAINED IN THE DRAINAGE EASEMENT TO THE EAST OF THE PROPERTY. STORMWATER RUNOFF FROM ROOFS AND YARDS WILL BE COLLECTED IN SMALL DETENTION AREAS WITHIN THE YARDS. IF NECESSARY SMALL INFILTRATION DRAINS MAY BE INSTALLED TO REDUCE NUISANCE STANDING WATER.

BIKE PARKING:

- EACH UNIT HAS A GARAGE THAT CAN BE UTILIZED FOR GEAR STORAGE.

PARKING NOTES:

- EACH UNIT HAS TWO OFF STREET PARKING SPACES. ONE SPACE IS IN THE GARAGE AND THE OTHER IS THE DRIVEWAY TO THE GARAGE.
- MINIMUM DRIVEWAY DIMENSIONS ARE SHOWN ON THE PLANS.
- PARKING REQUIREMENTS FOR THE INSTITUTIONAL SPACE IS ADDRESSED IN THE PHASE TWO SKETCH PLAN APPLICATION (SKC 2011-0001).
- NO LOADING BAYS ARE REQUIRED FOR THIS DEVELOPMENT.



EXISTING CONTOURS WITHIN PHASE ONE ARE NOT SHOWN FOR CLARITY. SEE SHEET C1.3 FOR EXISTING CONDITIONS.

Approximate Areas Intended for Snow Storage

PLAN VERSION	DATE	DRAFTER	APPROVED
A01	04/17/2011	ST	
A02	04/12/2012		

SHEET TITLE:
GRADING, DRAINAGE, AND SNOW STORAGE, AND PARKING PLAN

PROJECT TITLE:
MINOR AMENDMENT TO FINAL DEVELOPMENT PLAN (DEV 2011-0017) VILLAGE CORE PARCEL J PHASE ONE

JORGENSEN ASSOCIATES, P.C.
 ARCHITECTS - LANDSCAPE ARCHITECTS - ENGINEERS
 P.O. Box 100000 - Land & Building Division
 (207) 726-5100 FAX (207) 726-5107
 jorgensen.com

PROJECT NUMBER	06095.52.15
SHEET	C2.2

Exhibit C
 Project 06095-57.17
 Partial Vacation of Plat 1323

MINOR AMENDMENT TO FINAL DEVELOPMENT PLAN (DEV 2011-0017) VILLAGE CORE PARCEL J PHASE ONE

LEGEND

- Property Boundary - Parcel J
- Property Boundary - Individual Lots
- Proposed Road Edge / Driveway
- Proposed Sidewalk
- Setback

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	NOTE
DECIDUOUS TREES:					
○	<i>Picea pungens</i>	Spruce	12' Height	4	B&B
○	<i>Picea pungens</i>	Spruce	14' Height	4	B&B
○	<i>Picea pungens</i>	Spruce	16' Height	4	B&B
○	<i>Populus angustifolia</i>	Cottonwood	3.5" CAL	4	B&B
○	<i>Populus tremuloides</i>	Quaking Aspen	2.5" CAL	36	B&B
○	<i>Populus tremuloides</i>	Quaking Aspen	3.5" CAL	35	B&B
DECIDUOUS SHRUBS:					
○	<i>Cornus sericea 'saxif'</i>	Island Dogwood	5 GAL	38	
ORNAMENTAL GRASSES:					
○	<i>Helicoverria sempervirens</i>	Blue Oat Grass	1 GAL	72	
○	<i>Elymus chersonus</i>	Great Basin Wild Rye	1 GAL	102	
TURF GRASSES:					
■	Kentucky Bluegrass Seed			7,200 SF	
■	Native Fescue Seed		Tall / Fine Fescue Blend	25,500 SF	

PLANT LIST COST ESTIMATE

PROPOSED PLANT MATERIAL:					
BOTANICAL NAME	COMMON NAME	SIZE	QTY.	UNIT INSTALL	TOTAL
DECIDUOUS TREES:					
<i>Picea pungens</i>	Colorado Spruce	12' H	4	\$700.00	\$2,800.00
<i>Picea pungens</i>	Colorado Spruce	14' H	4	\$800.00	\$3,200.00
<i>Picea pungens</i>	Colorado Spruce	16' H	4	\$900.00	\$3,600.00
<i>Populus angustifolia</i>	Cottonwood	3.5" CAL	4	\$350.00	\$1,400.00
<i>Populus tremuloides</i>	Quaking Aspen	2.5" CAL	36	\$300.00	\$10,800.00
<i>Populus tremuloides</i>	Quaking Aspen	3.5" CAL	35	\$350.00	\$12,250.00
DECIDUOUS SHRUBS:					
<i>Cornus sericea 'saxif'</i>	Island Dogwood	5 GAL	38	\$36.00	\$1,368.00
ORNAMENTAL GRASSES:					
<i>Helicoverria sempervirens</i>	Blue Oat Grass	1 GAL	72	\$15.00	\$1,080.00
<i>Elymus chersonus</i>	Great Basin Wild Rye	1 GAL	102	\$15.00	\$1,530.00
TOTAL PLANT MATERIAL EXCLUDING TURF GRASS					\$38,038.00
GRASSES / TURF					
Kentucky Bluegrass Seed		7,200 SF	\$0.09/SF	\$648.00	
Native Fescue Seed		25,500 SF	\$0.09/SF	\$2,295.00	
TOTAL TURF GRASS					\$2,943.00
TOTAL COST ESTIMATE					\$40,971.00

HERSHBERGER DESIGN

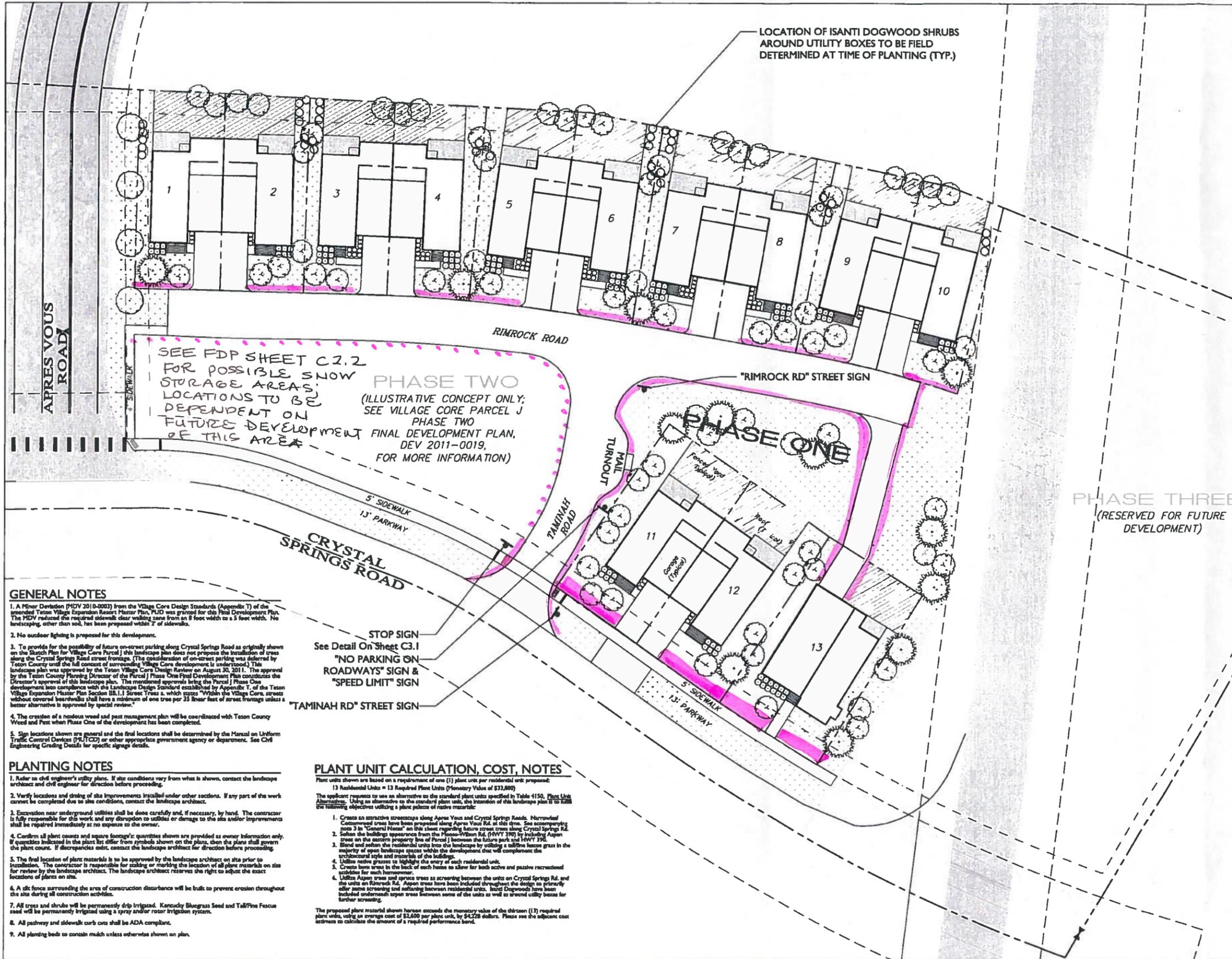
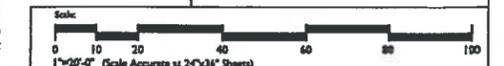
Landscape Architecture - Environmental Planning - Urban Design
3813 Cheyenne Rd., Suite 1100, Golden, Wyoming 80401 (307) 278-1200 (307) 278-1202

- Issue Date:
- August 21, 2011 - FDP SUBMISSION
 - October 31, 2011 - UPDATED FDP SUBMISSION
 - April 16, 2012 - MINOR AMENDMENT TO FDP (DEV 2011-0017)
 - May 01, 2012 - UPDATED LANDSCAPE PLAN

Drawing Title:
Landscape and Sign Plan

Drawing Number:

LI.01



LOCATION OF ISANTI DOGWOOD SHRUBS AROUND UTILITY BOXES TO BE FIELD DETERMINED AT TIME OF PLANTING (TYP.)

SEE FDP SHEET C2.2 FOR POSSIBLE SNOW STORAGE AREAS. LOCATIONS TO BE DEPENDENT ON FUTURE DEVELOPMENT OF THIS AREA.

PHASE TWO (ILLUSTRATIVE CONCEPT ONLY; SEE VILLAGE CORE PARCEL J PHASE TWO FINAL DEVELOPMENT PLAN, DEV 2011-0019, FOR MORE INFORMATION)

GENERAL NOTES

- A Minor Deviation (MDV 2010-0023) from the Village Core Design Standards (Appendix T) of the amended Teton Village Expansion Resort Master Plan, PUD was granted for this Final Development Plan. The MDV reduced the required sidewalk clear walking zone from an 8 foot wide to a 5 foot wide. No landscaping, other than sod, has been proposed within 2' of sidewalks.
- No outdoor lighting is proposed for this development.
- To provide for the possibility of future on-street parking along Crystal Springs Road as originally shown on the Sketch Plan for Village Core Parcel J this landscape plan does not propose the installation of trees along the Crystal Springs Road street frontage. (The consideration of on-street parking was deferred by Teton County until the full context of surrounding Village Core development is understood.) This landscape plan was approved by the Teton Village Core Design Review on August 30, 2011. The approval by the Teton County Planning Director of the Parcel J Phase One Final Development Plan constitutes the Director's approval of this landscape plan. The mandated approvals being the Parcel J Phase One development team compliance with the Landscape Design Standard established by Appendix T, of the Teton Village Expansion Master Plan Section III.1.1 Street Trees & which states: "Within the Village Core, streets without covered boardwalks shall have a minimum of one tree per 35 linear feet of street frontage unless a better alternative is approved by special review."
- The creation of a noxious weed and pest management plan will be coordinated with Teton County Weed and Pest when Phase One of the development has been completed.
- Sign locations shown are general and the final locations shall be determined by the Marshal on Uniform Traffic Control Devices (MUTCD) or other appropriate government agency or department. See Civil Engineering Grading Details for specific signage details.

PLANTING NOTES

- Refer to civil engineer's utility plans. If site conditions vary from what is shown, contact the landscape architect and civil engineer for direction before proceeding.
- Verify locations and timing of site improvements installed under other sections. If any part of the work cannot be completed due to site conditions, contact the landscape architect.
- Excavation near underground utilities shall be done carefully and, if necessary, by hand. The contractor is fully responsible for this work and any disruption to utilities or damage to the site and/or improvements shall be repaired immediately as to exposure to the owner.
- Confirm all plant counts and square footages; quantities shown are provided as owner information only. If quantities indicated in the plans differ from symbols shown on the plans, then the plans shall govern the plant count. If discrepancies exist, contact the landscape architect for direction before proceeding.
- The final location of plant materials is to be approved by the landscape architect on site prior to installation. The contractor is responsible for staking or marking the location of all plant materials on site for review by the landscape architect. The landscape architect reserves the right to adjust the exact locations of plants on site.
- A site fence surrounding the area of construction disturbance will be built to prevent erosion throughout the site during all construction activities.
- All trees and shrubs will be permanently drip irrigated. Kentucky Bluegrass Seed and Tall/Fine Fescue Seed will be permanently irrigated using a spray and/or rotor irrigation system.
- All pathway and sidewalk curb cuts shall be ADA compliant.
- All planting beds to contain mulch unless otherwise shown on plan.

PLANT UNIT CALCULATION, COST, NOTES

Plant units shown are based on a requirement of one (1) plant unit per residential unit proposed:
13 Residential Units = 13 Required Plant Units (Monetary Value of \$33,000)

The applicant requests to use an alternative to the standard plant units specified in Table 4150, Plant Unit Alternatives. Using an alternative to the standard plant unit, the location of this landscape plan is to be in the following locations utilizing a plant palette of native materials:

- Create an attractive streetscape along Apres Vous and Crystal Springs Roads. Strucured Cottonwood trees have been proposed along Apres Vous Rd. at this time. See accompanying page 3 in "General Notes" on this sheet regarding future street trees along Crystal Springs Rd.
- Softens the building appearance from the Mason-Wilson Rd. (HWY 390) by including Aspen trees on the eastern property line of Parcel J between the future park and HWY 390.
- Blend and soften the residential units into the landscape by utilizing a tall, fine fescue grass in the majority of open landscape spaces within the development that will complement the architectural style and materials of the buildings.
- Utilize native grasses to highlight the entry of each residential unit.
- Create lawn areas in the back of each home to allow for both active and passive recreational activities for each homeowner.
- Utilize Aspen trees and spruce trees as screening between the units on Crystal Springs Rd. and the units on Rimrock Rd. Aspen trees have been included throughout the design to primarily offer some screening and softening between residential units. Island Dogwoods have been included underneath spruce trees between some of the units as well as around utility boxes for further screening.

The proposed plant material shown herein exceeds the monetary value of the thirteen (13) required plant units, using an average cost of \$1,609 per plant unit, for \$4,228 dollars. Please see the adjacent cost estimate to calculate the amount of a required performance bond.

APPROXIMATE AREAS INTENDED FOR SNOW STORAGE

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Exhibit D
Project 06095.57.17
Partial Vacation of Plat 1323

**Second Amendment to
Declaration of Covenants, Conditions and Restrictions
for
The Homesteads at Teton Village**

Released	
Indexed	
Abstracted	/
Scanned	

This SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HOMESTEADS AT TETON VILLAGE (this "Amendment") is made this 28th day of June, 2016, by Crystal Springs Ranch Inc., a Wyoming corporation ("CSR").

WITNESSETH:

WHEREAS, on November 5, 2012, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for The Homesteads at Teton Village in the Office of the Clerk in Teton County, Wyoming in Book 824 of Photo, Pages 799 to 832, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for The Homesteads at Teton Village recorded in the Office of the Clerk in Teton County, Wyoming the same date hereof (collectively, the "Declaration");

WHEREAS, pursuant to Article XII, Section 12.1 of the Declaration, the Declarant reserved the unilateral authority to amend or repeal the Declaration for any purpose until the conveyance of all of the real property set forth on the Final Plat of the Homesteads at Teton Village recorded in the Office of the Teton County Clerk, Wyoming on November 5, 2012 as Plat No. 1323 (the "Plat") to an Owner unaffiliated with the Declarant;

WHEREAS, as of the date hereof, Declarant has not conveyed all of the real property set forth on the Final Plat to an Owner unaffiliated with Declarant; and

WHEREAS, Declarant desires to amend the Declaration as set forth herein.

NOW, THEREFORE, pursuant to the powers reserved to the Declarant under the Declaration, the Declarant hereby amends the Declaration as follows:

1. **Association Board of Directors.** The section referenced at the end of the third sentence of Article VI, Section 6.5 shall be amended to reference Section 9.12(a) instead of Section 9.14(a).

2. **Lots.** The definition of "Lots" set forth in Article II, Section 2.13 is hereby deleted in its entirety and replaced with the following:

*2.13 **"Lot"**. Those lots designated on the Final Plat as a Lots 1 through 13, and all lots annexed hereto in the future pursuant to Article 9 of this Declaration.*

3. **Rule Making Authority.** The last sentence of Article III, Section 3.2(a) is hereby deleted in its entirety.

4. **Authority of Board; Acceptance and Control of the Association Property.** Article VII, Section 7.1(b) is hereby deleted and replaced with the following:

The Association, through action of its Board, may acquire, hold, operate and dispose of tangible and intangible personal property and real property; however, no conveyance by the Association of any real

GRANTOR: CRYSTAL SPRINGS RANCH INC
GRANTEE: THE PUBLIC
Doc 0908011 bk 923 pg 401-403 Filed At 10:57 ON 06/28/16
Sherry L. Daigle Teton County Clerk fees: 22.00
By Mary Smith Deputy

property or easements therein shall deprive any Lot of vehicular access to and from Crystal Springs Road or access to utilities necessary for construction and occupancy of a dwelling on such Lot. So long as the Declarant owns any portion of the Properties or owns any property adjacent to the Properties, the Declarant may grant, convey, or dedicate to the Association fee title, easements, or other interests in any such property which it owns; provided, upon Declarant's written request, the Association shall release its interest in or reconvey to Declarant any easement or other portion of the Common Area which does not contain permanent structures other than signage, if the Declarant originally granted, dedicated, or conveyed such easement or other portion of the Common Area to the Association at no charge and the Declarant deems it necessary or desirable for the development and sale of any portion of the Properties.

5. **Easements for Maintenance, Snow Storage, Emergency and Enforcement.** The last sentence of Section 10.3 is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

The Declarant hereby grants to the Association a perpetual non-exclusive snow storage easement in, under, over and across those portions of individual Lots not developed by Declarant as Roadways, parkways, driveways, sidewalks and/or permanent structures other than signage that lie within five (5) feet of any Roadway constructed on the Common Area, for the purpose of orderly removal and storage by the Association of snow from the Roadways, parkways, driveways and sidewalks located within the General Common Elements.

6. **Right to Annexation and Replat Phase 3 Lot; Right to Assign LCE; Right to Grant Future Easements Across Properties.** The following is hereby added to the end of Section 9.9:

The Declarant hereby reserves the right to modify and/or vacate any snow storage and utility easements described within this Declaration and/or within the Plat as it deems necessary or convenient to the development of any portion of the real property described on the Final Plat, provided that such modification or vacation does not deny access or utilities to any Lot owned by a Person other than Declarant.

7. Except as expressly amended by this Amendment, the Declaration is and remains in full force and effect, unchanged. Capitalized terms not defined herein shall be construed in accordance with their definitions set forth in the Declaration. References to section numbers refer to section numbers contained in the Declaration, unless otherwise expressly delineated to the contrary. This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment on the date and year first written above.

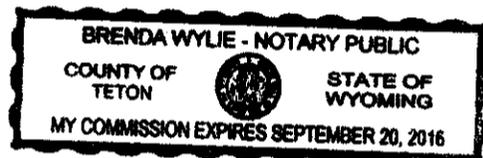
CRYSTAL SPRINGS RANCH INC.,
a Wyoming Corporation

By: John L. Resor
John L. Resor,
its President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

Subscribed and sworn to before me by John L. Resor, acting as President of Crystal Springs Ranch Inc., a Wyoming Corporation, this 28th day of June, 2016.

Witness my hand and official seal.
Brenda Wylie
Notary Public
My Commission Expires: September 20, 2016



DECLARATION OF RESTRICTIVE COVENANTS

Crystal Springs Ranch Inc., a Wyoming corporation (the "Declarant") executes this Declaration of Restrictive Covenants (this "Declaration") effective as of the date of recording of this instrument in the Office of the Teton County Clerk.

RECITALS

WHEREAS, Declarant owns that certain real property in Teton County, Wyoming specifically described as Lot 15 of The Homesteads at Teton Village according to that Final Plat recorded in the Office of the Teton County Clerk the same date hereof ("Lot 15", and the "Final Plat", respectively);

WHEREAS, on April 16, 2012, Four Shadows LLC, a Wyoming limited liability company ("Four Shadows"), recorded a Declaration of Restrictive Covenants in the Office of the Teton County Clerk in Book 805 of Photo at Pages 1092 to 1094 and such instrument burdened Lot 15 ("Original Restrictive Covenants");

WHEREAS, on July 16, 2012 and upon the request of Declarant, Four Shadows vacated the Original Restrictive Covenants pursuant to that certain Vacation of Declaration of Restrictive Covenants recorded in the Office of the Teton County Clerk in Book 813 of Photo at Page 1129 in exchange for Declarant agreeing to record this Declaration on the same date of the recordation of the Final Plat for The Homesteads at Teton Village; and

WHEREAS, Declarant desires, subject to the terms and conditions hereinafter provided, to burden Lot 15 with those certain restrictive covenants set forth herein.

DECLARATIONS

NOW, THEREFORE, in consideration of the foregoing recitals and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Declarant, Declarant hereby declares that Lot 15 shall be held, sold, transferred, conveyed and occupied subject to the following covenants, conditions and restrictions:

1. **Institutional Non-Profit Office Space Use Restriction; Above Grade Square Footage Restriction; Basement Restrictions.** Lot 15 may only be used for "institutional non-profit office space use" in accordance with allowances for such use set forth in the Master Plan for the Area Two Planned Unit Development (Teton Village Expansion) of the Teton Village Planned Resort District (on file in the Teton County Planning and Development Department) and those Affidavits Affecting Title that memorialize the standards and conditions of said Master Plan recorded in the Office of the Clerk of Teton County, Wyoming, as amended from time to time ("Master Plan"). A maximum of three thousand (3,000) square feet of above-grade improvements (not including decks, porches, sidewalks and walkways) may be constructed within Lot 15. The construction and use of a basement space within Lot 15 may only be permitted if such basement space meets all of the following parameters: (i) such space shall solely be used as institutional use storage space; (ii) the square footage of the basement shall not exceed two thousand (2,000) square feet; (iii) the design and construction of the

RELEASED	
INDEXED	✓
ABSTRACTED	✓
SCANNED	

storage space shall meet the storage use classification as determined by the Teton County Building Department (the storage space shall be classified as storage on the building permit); and (iv) the walls of the basement space may only extend four feet or less above grade for at least fifty percent of the total perimeter of the building and at no point may be more than ten feet above grade. In all events, the landscape surface area within the Lot 15 shall be equal to or above 38.5%. In addition, the owner of Lot 15 shall be permitted an additional six hundred forty (640) square feet of above-grade improvements on Lot 15 (for a total allowable above-grade square footage of 3,640 square feet of habitable space as defined by the Teton County Land Development Regulations, which allowable square footage does not include decks, porches, sidewalks and walkways) if (i) such additional square footage is not obtained from entitlements transferred from other real property owned by Declarant or Four Shadows, and (ii) provided that the owner of Lot 15 delivers to Declarant and Four Shadows written documentation (prior to commencing construction of such additional square footage) from Teton County providing that such additional square footage will not be taken from nor affect in any manner (x) the development of Lot 16 of The Homesteads at Teton Village, and/or (y) any other entitlements previously granted to Declarant or Four Shadows pursuant to the Master Plan.

2. **Enforcement; Attorney's Fees.** Declarant and/or Four Shadows, or either of their respective specific assignee(s) (such specific assignment shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness), shall have the right to enforce, by any proceeding in equity or at law, Paragraph 1 of this Declaration and any violation of the drainage easement in favor of Lot 15 set forth on the Certificate of Owner on the Final Plat. If any party is required to take action to enforce the terms and conditions of this Declaration or the foregoing described drainage easement, the defaulting party agrees to pay all costs incurred by the non-defaulting party, including reasonable attorney's fees, whether suit is brought or not.

3. **No Merger; Construction.** This Declaration and the covenants, conditions and restrictions declared and established herein are intended to remain separate from the Declarant's fee simple interest in Lot 15 and shall not merge therewith. Any recitals in this Declaration are represented to be accurate and constitute a part of the substantive agreement. This Declaration shall be construed in accordance with the laws of the State of Wyoming. Venue for any disagreement hereunder is in Teton County, Wyoming.

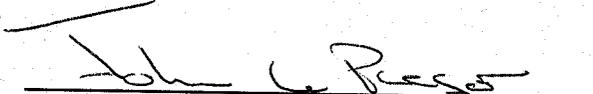
4. **Real Covenants; Duration.** All covenants, conditions, and restrictions granted, created, reserved or declared by this Declaration shall be covenants appurtenant to Lot 15, running with the land and binding upon all parties owning any right, title and interest in the Property or any part thereof and their heirs, successors and assigns. Declarant, as the current owner of fee simple title to Lot 15, expressly intends to and by the recording of this Declaration in the Office of the Clerk of Teton County, Wyoming, does hereby subject Lot 15 to the provisions of this Declaration. The covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the Office of the Clerk of Teton County, Wyoming and shall remain in full force and effect thereafter, unless earlier terminated, for a period of forty (40) years from the date this Declaration is recorded with the County Clerk's Office of Teton County, Wyoming and thereafter shall be of no further force or effect.

5. **Amendment.** Neither this Declaration nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, except by the written consent of the then current owner of Lot 15, Declarant and Four Shadows, or either of Declarant's or Four Shadow's respective specific assignee(s) (such specific assignment shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness), as of the date of such amendment or termination, which amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

IN WITNESS WHEREOF, the Declarant has executed this instrument to be effective as of the date of the recording of this instrument in the Office of the Teton County Clerk.

DECLARANT:

Crystal Springs Ranch Inc.,
a Wyoming corporation


By: John L. Resor
Its: President

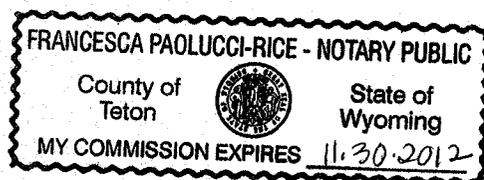
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by John L. Resor, in his capacity as President of CRYSTAL SPRINGS RANCH INC., a Wyoming corporation, this 31st day of October, 2012.

Witness my hand and official seal.


Notary Public

My commission Expires: 11.30.2012



**VACATION OF
DECLARATION OF RESTRICTIVE COVENANTS**

KNOW ALL PERSONS BY THESE PRESENTS, that pursuant to Paragraph 5 of that certain Declaration of Restrictive Covenants recorded in the Office of the Teton County Clerk on November 5, 2012 in Book 824 of Photo at Pages 833 to 835 (the "Declaration of Restrictive Covenants"), the Declaration of Restrictive Covenants may be terminated upon the consent of the owner of Lot 15 of The Homesteads at Teton Village according to that Final Plat recorded in the Office of the Teton County Clerk as Plat No. 1323 ("Lot 15"), Crystal Springs Ranch Inc., a Wyoming limited liability company ("CSR"), and Four Shadows LLC, a Wyoming close limited liability company ("Four Shadows"). CSR, as the owner of Lot 15 and as the current declarant and a beneficiary of the Declaration of Restrictive Covenants, and Four Shadows, as the original declarant and a beneficiary of the Declaration of Restrictive Covenants, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby vacate, discharge and render null and void the Declaration of Restrictive Covenants, it being the intent hereof of the undersigned to hereby declare that the Declaration of Restrictive Covenants is hereby vacated, released, discharged and rendered null and void, said vacation and release to be effective as of the date this instrument is recorded in the Office of the Teton County Clerk.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the _____ day of _____, 201__.

CRYSTAL SPRINGS RANCH INC.,
a Wyoming corporation

By: _____
John L. Resor,
its President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

Subscribed and sworn to before me by John L. Resor, acting as President of Crystal Springs Ranch Inc., a Wyoming corporation, this ___ day of _____, 201__.

Witness my hand and official seal.

Notary Public
My Commission Expires:

FOUR SHADOWS LLC,
a Wyoming close limited liability company

By: _____
William B. Resor,
Manager

By: _____
Barbara T. Hauge,
Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

Subscribed and sworn to before me by William B. Resor, Manager of Four Shadows LLC, a Wyoming close limited liability company, this _____ day of _____, 201_.

Witness my hand and official seal.

Notary Public
My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

Subscribed and sworn to before me by Barbara T. Hauge, Manager of Four Shadows LLC, a Wyoming close limited liability company, this _____ day of _____, 201_.

Witness my hand and official seal.

Notary Public
My Commission Expires: