Planning Commission ***Staff Report***

Matters from Staff Agenda item #1: PUD2016-0004 & AMD2016-0009

Meeting Date: December 12, 2016 **Presenter:** Hamilton Smith

Submitting Dept: Planning **Subject:** PUD Amendment & LDR Text Amendment

Applicant/Property Owner: SRSC Lots, LLC **Agent:** Jorgensen Associates, P.C.

REQUESTED ACTION

1) Approval of the 1st Amendment to the Amended and Restated Snake River Canyon Ranch Resort PUD-PR Master Plan ("Master Plan") pursuant to Section 8.7.3, PUD Amendment, of the Teton County Land Development Regulations ("LDRs"), in effect on October 19, 2015, for the addition of Snake River Sporting Club Lot 1, which includes one (1) Development Unit, which is an additional 8,500 square feet of development area in Sub Area III of the Resort, which will increase the total Development Units in Sub Area III from 62 to 63 units, and will increase the maximum permitted development square footage from 210,000 square feet to 218,500 square feet. This increase in Area III is offset by a commensurate decrease in Area II.

2) If the PUD Amendment is approved, the Board will consider approval of a LDR Text Amendment, pursuant to Section 8.7.1 of the LDRs, to update the language in *Section 4.3.6, Snake River Canyon Ranch* of the LDRs to ensure consistency with the approved amendment to the PUD Resort Master Plan and Zoning Map proposed as part of this application. The LDR Text Amendment will update the existing Area Description and Size within Resort Character Subareas, Area III – Snake River Sporting Club Lodging Area, to reflect the proposed addition of Lot 1 and development rights associated with Lot 1. A draft of the applicant's proposed LDR text is attached with Attachment 2 Application Materials.

PROJECT DESCRIPTION

As stated in Sec. 2.3 D.1 of the Master Plan, "Lot 1 of the Snake River Sporting Club PUD is recognized as a logical expansion of Sub Area III and it is expected that Lot 1 of the Snake River Sporting Club will be included within Sub Area III at some point in the future." It is explicitly recognized within the Master Plan that transfer of development units and associated floor area is permitted under the provisions of this Master Plan as a Major Amendment pursuant to Sec. 1.5.B.1.

In accordance with Master Plan requirements specific to Sub Area III, Sec. 2.3.D.1, transfer of development units that includes the expansion of Sub Area III to include Lot 1 of the Snake River Sporting Club into Sub Area III of the Resort shall be reviewed and approved as a Major Amendment to the Resort zone as discussed in Section 1.5.B.1 of the Master Plan.

SITE DESCRIPTION

Property Location:	Lot 1, Snake River Sporting Club, located east of Highway 26/89 and the Snake River, approximately 2.5 miles south of the Astoria bridge and four miles southwest of Hoback Junction (Section 8, T38N, R116W).
Legal Description:	LOT 1, SNAKE RIVER SPORTING CLUB
PIDN:	22-38-16-08-1-01-001
Property Size:	1.54 acres
Character District:	District 8: River Bottom

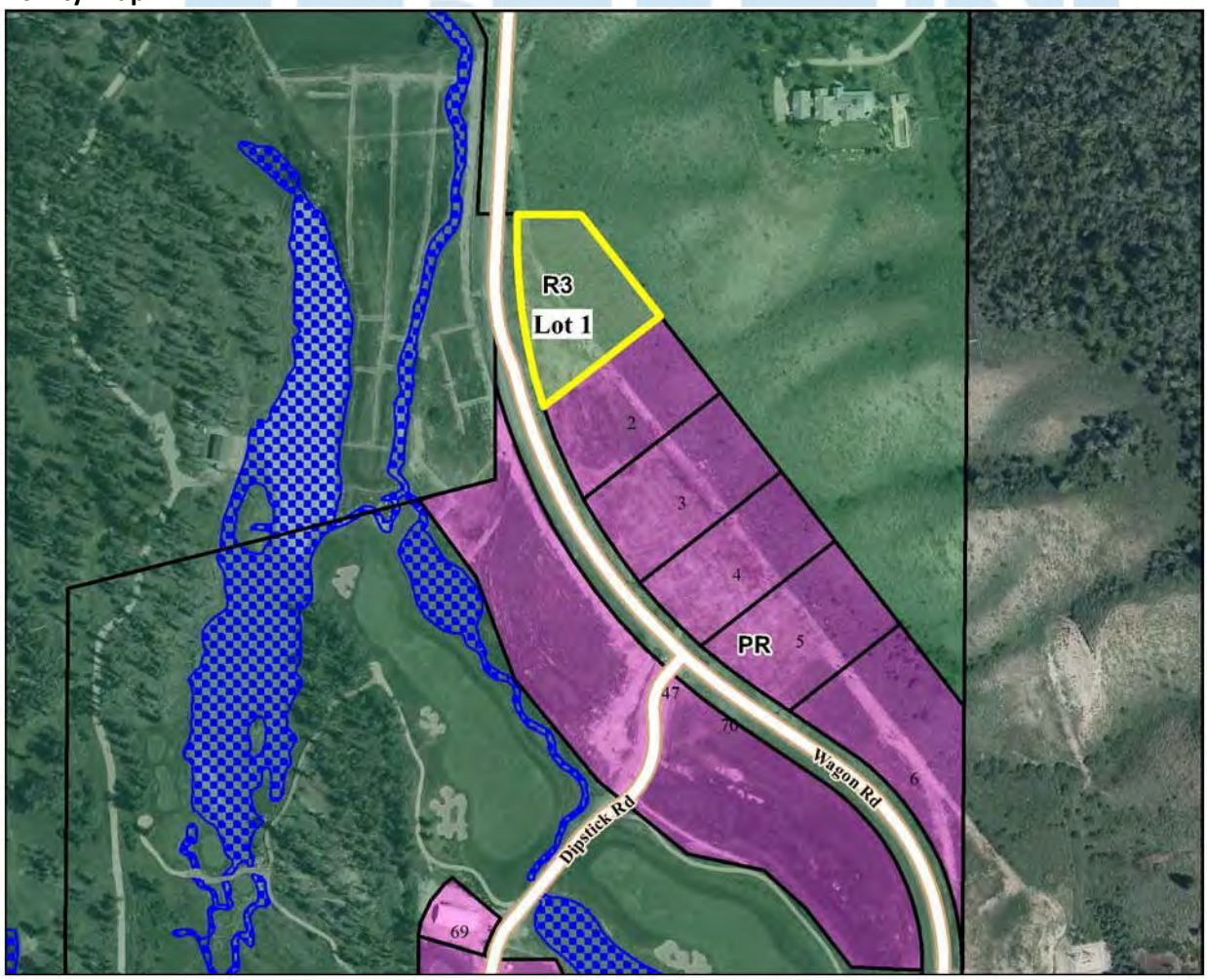
Subarea:	8.3: Canyon Corridor
Classification:	Conservation
Zoning:	Rural 3 (R3)
Overlay(s):	Natural Resources Overlay (NRO), Scenic Resources Overlay (SRO)

APPLICABLE REGULATIONS (see Attachment 1)

Snake River Canyon Ranch Resort (SRCRR) Planned Unit Development Planned Resort (PUD-PR) Master Plan
Division 1.1.5.B.1, Administrative Procedures, Major Amendments (Complies)

Land Development Regulations (Effective 10/19/2015)
Division 8.7.3, Findings for Planned Unit Development (complies)
Division 4.3, Planned Resort Zones (complies as conditioned)
Division 8.7.1, Findings for Approval of an LDR Text Amendment (complies)
Division 8.7.2, Findings for Approval of Zoning Map Amendments (complies)

Vicinity Map:



BACKGROUND

The project area is located within an approximately 1,100-acre swath of land located south of Hoback Junction and east of the Snake River, which spans two major developments—the Snake River Canyon Ranch Resort and

the Snake River Sporting Club Planned Residential Development (PRD) and golf course. Although initially owned and developed by the same entity, the two major developments were permitted and approved through separate planning processes, and have since come under different ownership.

The Amended and Restated Snake River Canyon Ranch Resort PUD-PR Master Plan (signed July 13, 2016)
Approved by the Board of County Commissioners on September 17, 2015, the Planning Director signed and put into force the Certification of Amendment and Complete Restatement of Entitlements, Standards and Conditions for the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort on July 13, 2016. The purpose of the Snake River Canyon Ranch Resort - Planned Resort Zone is to provide for a mix of recreational, retail, and service-oriented activities which have a high degree of self-containment and provides economic and other benefits to the community. The Master Plan establishes the entitlements, standards and conditions for the development and use of the Snake River Canyon Ranch Resort (the Resort).

All development shall comply with the Master Plan. Where the Master Plan is silent, all proposed resort development will comply with Teton County LDRs effective October 19th, 2015.

Snake River Canyon Ranch Resort (excerpted from the Master Plan)
The Snake River Canyon Ranch Resort (SRCRR) Planned Unit Development Planned Resort (PUD-PR) Master Plan was originally approved by the Board of County Commissioners on July 6, 1999 (DEV1999-0016). Since the original approval of the resort zone, the Snake River Canyon Ranch Resort ownership went through a number of bankruptcies and ownership changes.

On September 17, 2015, the Board of County Commissioners approved an amendment to the SRCRR PUD-PR (PUD2015-0002) and approved an accompanying LDR Text Amendment (AMD2015-0003) and Zoning Map Amendment (ZMA2015-0002). These approvals included the removal of 101.7 acres of land within the SRCRR PUD-PR, and rezoning this removed acreage as Park and Open Space. It also relocated 56 lodging units from land removed from the SRCRR PUD-PR land to an 18.5 acre receiving area previously within the Snake River Sporting Club Planned Residential Development. This 18.5 acre receiving area was subsequently rezoned PUD-PR and became part of the SRCRR. As a result of this 2015 amendment, the Resort is comprised of three Planned Resort Zone Sub Areas: Sub Area I - the 5.2 acre "Astoria Hot Spring Site", Sub Area II – the "Legacy Lots and Resort Infrastructure", and Sub Area III, the "Resort Lodging Core".

In conjunction with the approval of the SRCRR PUD-PR amendment, the Board of County Commissioners approved an overall Sketch Plan for the development of lands within the Resort (SKC2015-0001). This sketch plan approval included approval of conceptual development plans for specific areas within the Planned Resort. As a result, the thresholds for required submittal and approval of Physical Development Permits are specific to the Resort and its Sub Areas and these Physical Development Permit threshold requirements are described within this Master Plan Document.

Sub Area III – Resort Lodging Core
Sub Area III of the Resort consists of 18.5 acres of land currently within the Snake River Sporting Club, comprised of Lots 2-6, 47, 69 and 80. These lots represent the site of the majority of the resort development, other than the facilities associated with the hot springs park amenity. A total of 62 lodging units are presently approved within Area III. The total units proposed include the following:

- 16 detached units originally approved as 3 lots in The River Homes and 13 lots in The Canyon Homes proposed at 5,000 square feet each
- 40 attached units originally approved as condominium units within the resort lodge with a proposed total size of 100,000 square feet

- 6 detached units originally approved as five lots within the Snake River Sporting Club PRD, and the golf course superintendent's residence, totaling 35,000 square feet.

The explicit contemplation of expansion of Sub Area III to include Snake River Sporting Club Lot 1 is a component of this approved Master Plan; however, the timing of the acquisition of Lot 1 by the applicant did not coincide with the density transfer approved in 2015. As stated in Section 2.3. B *Physical Development Standards* of the Master Plan:

> Sub Area III is entitled to contain 210,000 s.f. of development within at least 62, and up to 70 homes or townhome sites, excluding future potential transfers from the Resort Sub Area II and/or the inclusion of Lot 1, Snake River Sporting Club PRD into Sub Area III of the Resort, that are available to rent short term or for permanent residential use.

STAFF ANALYSIS: FINDINGS FOR APPROVAL OF A PUD AMENDMENT

The application has been evaluated against the findings pursuant to 8.7.3, Planned Unit Development (PUD):

1. ***Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.***

Existing and Future Desired Characteristics

In the future, the functionality of this district's wildlife habitat and habitat connections should be maintained or enhanced. Wildlife permeability through the district should be improved, and efforts to restore degraded habitat and preserve a network of crucial habitat will be emphasized. Non-development conservation of open spaces should be the focus of future efforts, while respecting existing private property rights. Development potential should be directed out of this district and into Complete Neighborhoods whenever possible. Development that does occur should be clustered adjacent to existing development and designed to protect wildlife habitat and wildlife movement corridors. Redevelopment efforts should focus on improving the functionality of wildlife habitat and connections. Responsible public use of the rivers and eco-tourism that maintains or enhances wildlife viability are desired. The levee system along the Snake River provides an opportunity for residents and tourists to appreciate the ecosystem and engage in public stewardship. Public and commercial access to the levee and rivers will be managed with an emphasis on conservation of wildlife habitat and movement.

Complies. The subject properties are located adjacent to the Snake River and a part of a riparian corridor that provides habitat and migration corridors for elk, moose, mule deer, trumpeter swans, and raptors including the bald eagle. The existing entitlements associated with the Snake River Canyon Ranch Resort were approved prior to adoption of the current Comprehensive Plan. The proposed inclusion of Lot 1 within the Resort does not negatively impact wildlife habitat connectivity or access to the river.

POLICY OBJECTIVES

- ***Policy 1.1.b: Protect wildlife from the impacts of development***

Complies. Two separate Environmental Analyses (EA) were prepared at the time of the 2015 amendment to the PUD to evaluate components of the current proposal. The area proposed for development is adjacent to an existing golf course and the Sub Area III lodging area. The 2015 EA review determined compliance with this policy objective.

- ***Policy 1.1.c: Design for wildlife Permeability***

Complies. The current proposal does not include any physical development; however, future residential development will be bound by LDR Sec. 5.1.2 standards to insure wildlife permeability.

- ***Policy 1.1.h: Promote responsible use of public lands***

Not applicable. The current proposal is located entirely on private lands.

- ***Policy 1.2.a: Buffer water bodies, wetlands, and riparian areas from development***

Complies. Lot 1 is not within any wetland and waterbody buffers.

• **Policy 1.3.b: Maintain expansive hillside and foreground vistas**

Complies. The proposed development is screened from view from the highway and the river. Lot 1 includes slopes in excess of 30%; however, there is no component to this application that includes a proposal to develop on hillsides.

• **Policy 1.4.a: Encourage non-development conservation of wildlife habitat**

Complies. The approval of the Resort in 2015 included a requirement to remove 102 acres of land from within the resort zone, to be rezoned Park and managed as a passive recreation area. Permanent protection of this land is presently underway with the Jackson Hole Land Trust (Appendix 2). The Park zoning district limits the uses and intensity of development, allowing the land to effectively serve as non-development conservation of important wildlife habitat and movement corridors.

• **Policy 1.4.c: Encourage rural development to include quality open space**

Complies. The current proposal was dependent upon the rezoning of 102 acres of land within the resort to Park zoning where it serves as open space. This rezoning was approved by the Board during the 2015 PUD-PR approval, and was memorialized on August 31, 2016. The land is presently in a passive recreation park use, and per the recommendations of the EA will be managed to avoid impacts to wildlife and crucial habitat.

• **Policy 3.1.b: Direct development toward suitable Complete Neighborhood subareas**

Complies. The current proposal involves the inclusion of existing development rights with the R-3 Zone to an existing resort area.

• **Policy 3.1.c: Maintain rural character outside of Complete Neighborhoods**

Complies. Sub Area III of the Resort was approved dependent upon the reorganization of existing development entitlements associated with an approved resort master plan. This decreased the overall intensity of use and removed over 100 acres from the resort, reserving those acres as part of a public park to protect open space and wildlife habitat. The currently proposed development is located away from the Snake River and adjacent to existing residential and golf course uses. The proposal will not alter or diminish the existing rural character of the area.

• **Policy 6.1.b: Promote eco-tourism**

Complies. The PUD amendments and Sketch Plan approved in September of 2015 have led ongoing development of a park at Astoria Hot Springs which will serve as the primary resort amenity and will be open to the public year-round, creating opportunities for recreation during the shoulder and winter seasons. In addition to hot spring soaking pools, the park will include opportunities for passive recreation along the Snake River corridor. Approval of the proposal to include Lot 1 as part of the Resort will minimally expand the opportunity for one additional short-term rental in the Resort, which will contribute to eco-tourism.

2. The findings for the applicable PUD option found in <u>Article 4.</u>

<u>Section 4.3.1.D, All Planned Resort Zones—Findings for Approval</u>

1. **Consistency with the Comprehensive Plan.** The Planned Resort master plan is consistent with the goals and objectives of the Jackson/Teton County Comprehensive Plan.

Complies. See the discussion Findings for Approval of a PUD Amendment, above.

2. **Consistency with Purpose and Intent.** The Planned Resort master plan is substantially consistent with the purpose and intent of this Section, as set forth in <u>4.3.1.A;</u>
   1. *Encourage recreational activities that rely on indigenous natural attributes of the area, contribute to the community's character and economy and have a long-standing, beneficial role in the community; and*

   Not applicable. The purpose of the proposed amendment does not impact the recreational activities associated with the existing resort.

2. *Provide flexibility for planning and developing recreational resort facilities in a creative, efficient and coordinated manner in order to provide quality visitor experiences; and*

Complies. The proposed amendment allows flexibility for developing the resort that would permit additional residential or short-term rental options in close proximity to the existing amenities to enhance the visitor experience.

3. *Create a process in which Teton County and the Town of Jackson collaborate with landowners in planning and designing resort master plans that meet community goals and respond to the unique circumstances of the resort area; and*

Complies. The proposed amendment process includes collaboration with the Town of Jackson. As required, this amendment will be taken before the Town Planning Commission on December 7, 2016 and the Town Council on December 19, 2016 for review.

4. *Permit resort development that contributes to expanding the winter and shoulder economic seasons; and*

Complies. The year-round operation of the resort amenity will help attract tourists and visitors to support the local economy during winter and shoulder seasons. The proposed amendment will provide additional capacity during the winter and the shoulder economic seasons.

5. *Ensure that resort plans incorporate a mix of land uses, promote alternative modes of transportation, and provide a pedestrian-oriented community in order to alleviate traffic-related impacts; and*

Not Applicable. The proposed amendment includes the addition of a single residential or short-term rental units along the northern perimeter of the existing Resort Sub Area III. The overall Resort includes pathways for resident circulation that are accessible from Lot 1, yet the overall Resort layout remains unchanged.

6. Ensure resort plans are consistent with the Comprehensive Plan, and therefore, are beneficial to the community; and

Complies. As described in the Relationship to Character District section above, the current amendment proposals are consistent with the Comprehensive Plan goals for Character District 8: River Bottom and the Canyon Corridor subarea, as well as with other generally applicable Comprehensive Plan policies.

7. Enable long-range planning for infrastructure, capital facilities, and community land use patterns by establishing a level of predictability in the maximum potential size and character of each resort area; and

Not applicable. No new development is proposed that was not already contemplated during the preparation of the current Master Plan.

8. Ensure a balance is maintained between tourism and community that promotes social diversity but does not cause undesired shifts away from rural, western community character; and

Complies. The proposed amendment will help protect the existing rural character of the Canyon Corridor subarea by following the original intent of the PUD by maintaining the density and intensity of resort development and use away from the river's edge and locating it adjacent to existing golf course and residential development.

9. Produce resort plans that make significant contributions toward protecting attributes of the community that are considered critical to the community's long-term health, welfare, and well-being.

Complies. Protection of the community's unique ecosystem, including critical wildlife habitats and scenic resources, is identified as one of the primary goals in the Comprehensive Plan. These resources contribute to the quality of life in this community for local residents as well as to the sustainability of the area's tourism-based economy. The proposed amendment to the resort master plan will better protect sensitive natural and scenic resources by locating development in an environmentally appropriate location, and clustering development.

3. **Affordable and Employee Housing.** The Planned Resort master plan ensures a supply of affordable and employee housing that is in accordance with the requirements for housing created by development within the Planned Resort.

Complies as Conditioned. A one percent real estate transfer fee agreement was specifically approved by the Board of County Commissioners on July 19, 2005 for the purposes of fulfilling the affordable housing at Snake River Sporting Club, which is not part of the resort and was approved separately. The approved agreement lays out a specific fee-in-lieu amount to offset affordable housing requirements for the southern end of the development (SRSC) but includes no mention of the resort parcels in either the fee agreement or the legal description of parcels to which it applies. The original developer recorded a single set of CC&Rs for both SRSC and the Snake River Canyon Ranch Resort. This action had the effect of making the Snake River Sporting Club lots, of which Lot 1 is included, subject to a real estate transfer fee to meet the affordable and employee housing obligations associated with the resort. Per the CC&Rs and language placed in the deed for Lot 1, the transfer fee has been paid to the Teton County Treasurer, and ultimately dispersed pursuant to the terms of the affordable housing agreement in place for SRSC.

Presently, as a result of the 2015 PUD amendment process, properties within SRCRR - Sub Area III are subject to the Employee Housing Agreement, effective August 30, 2016. The Employee Housing Transfer Fee Agreement and Restrictive Covenant between Teton County, Wyoming, and CYGNUS, SRSC, LLC, shall require a 1% transfer fee in perpetuity on each and every transfer, sale, or resale of all properties, lots, or units in Sub Area III of the Astoria/Snake River Canyon Ranch Resort Project in accord with and satisfaction of Condition No. 3 of PUD2015-0002. Furthermore, the Master Plan binds all properties within Sub Area III to this employee housing agreement, pursuant to Sec. 2.3.D.3 Affordable and Employee Housing Standards. The Agreement is recorded in the land records of the Office of the Teton County Clerk. As the result of this application, Lot 1 will be bound to the Resort Employee Housing Agreement, and therefore as a Condition of this approval, the Employee Housing Transfer Fee Agreement and Restrictive Covenant shall be amended to include Snake River Sporting Club Lot 1 as among the certain real property located in Teton County, Wyoming, referred to as Sub Area III of The Amended Snake River Canyon Ranch Resort, Planned Unit Development Planned Resort. The amended Employee Housing Transfer Fee Agreement and Restrictive Convent shall also be updated within the Snake River Sporting Club Community Master Declaration of Covenants, Conditions and Restrictions prior. The Employee Housing Transfer Fee Agreement shall be updated prior to application for any Use, Physical Development, or Development Option permit tied to Snake River Sporting Club Lot 1.

4. **Design Guidelines.** The Planned Resort master plan contains design guidelines that:
   - **a.** Establish standards for buildings, spaces, signs, and lighting within the Planned Resort;
   - **b.** Promote the design concepts set forth in F.7.; and
   - **c.** Establish a method for consistent implementation of the guidelines.

Complies. The amendment does not include any changes to the design guidelines outlined in the existing Master Plan.

5. Transportation Element. The Planned Resort master plan contains a traffic impact analysis and transportation demand management plan that:

a. Promote multimodal forms of transportation that are consistent with the transportation goals of the Jackson/Teton County Comprehensive Plan;

b. Manage the generation of resort related traffic to avoid undermining community character and endangering the public health, safety, and welfare; and

c. Identify an equitable cost sharing plan for transportation facilities and services.

Complies. The existing Master Plan, with Transportation Infrastructure Requirements and Standards, was based on Sub Area III including up to 70 residential or short-term lodging units. The expansion to include

Lot 1 of the Snake River Sporting Club would not require the development of any new transportation infrastructure.

6. **Capital Improvements Plan.** The Planned Resort master plan contains a capital improvements plan that ensures infrastructure and essential services will be provided in an efficient and timely manner to accommodate projected resort demands.
Complies. Capital Improvements are addressed in the existing Master Plan through the formation of an Improvement Service District (ISD). The applicant is responsible for the establishment of an Improvement Service District (ISD) encompassing the properties within the Resort and SRSC as well as landowners who access their property via the bridge but are not part of either major development. The ISD would be charged with collecting and reporting monthly traffic data, maintaining and operating the bridge, and establishing a long-term capital plan for eventual upgrade or replacement of essential infrastructure when necessary.

7. Land Use Element. The Planned Resort master plan promotes land uses that support and maintain the character of the resort as specified in Sec. 4.3.2 – Sec. 4.3.7.
Complies. Complies with approval of the proposed LDR Text Amendment. The existing master plan creates a specific area of the resort that allows for park and park support uses and facilities to ensure provision of recreation oriented toward the Astoria Hot Springs. The proposed density and intensity of lodging in Sub Area III is consistent with the resort character, as amended, and the location for the majority of the density and intensity is designed to achieve the character goals of highlighting natural features of the site and protecting habitat and environmentally sensitive areas.

8. Phasing Plan. The Planned Resort master plan contains a phasing plan that ensures:

- **a.** Development of the resort, its amenities, and public facilities necessary to serve the resort, occur in logical sequence; and
- **b.** An adequate monitoring program is established for determining accomplishment of proposed remedies and mitigation measures for projected impacts on the community.

Complies. The Amended and Restated Snake River Canyon Ranch Resort PUD-PR Master Plan (2016; Master Plan) approved September 17, 2015, includes phasing requirements (Sec 1.1.C.3).

9. Character Element. The Planned Resort master plan ensures the resort's development will be in keeping with the community's character and the planned character for the vicinity of the resort.
Complies. The plan is consistent with the desired future character of Subarea 8.3: Canyon Corridor, as established in the Comprehensive Plan and discussed in more detail above. The proposed plan is also consistent with the established character for the resort.

3. The applicable findings for the amendment of an existing PUD or other special project found in 8.2.13.D
Not Applicable. The findings of 8.2.13.D. invoke the Article 4 findings for the applicable PUD option, which are made under item #2 of this section, *The findings for the applicable PUD option found in Article 4.,* immediately above.

4. *The findings of Sec. 8.7.1,* FINDINGS FOR APPROVAL OF AN LDR TEXT AMENDMENT*; and*

The applicant's request to amend the Amended and Restated Canyon Ranch Resort Master Plan requires an amendment to the Teton County LDRs for consistency. Certain standards are contained within both the Master Plan and the LDRs and when one is amended, so must the other. In this instance, pursuant to Section 8.7.1, *LDR Text Amendment* of the LDRs, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Board of County Commissioners and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Board of County

Commissioners shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs.

Complies. The purposes of the LDRs are enumerated in Division 1.3, and are generally to implement the Comprehensive Plan and to promote the health, safety, and general welfare of the present and future inhabitants of the community. The proposed amendment will update Section 4.3.6. of the LDRs to ensure the character description for the Snake River Canyon Ranch Resort reflects proposed amendments to the resort master plan. Staff's recommended changes to the LDR text are consistent with the purposes and organization of the LDRs. See the "Findings for Approval of a PUD Amendment" section above for a discussion of how this amendment complies with the Comprehensive Plan.

2. Improves the consistency of the LDRs with other provisions of the LDRs.

Complies. The proposed amendment to Section 4.3.6 of the LDRs will improve the consistency of the Section with other LDR provisions by establishing a clear description within Sec. 4.3.6.D *Resort Character Subareas* of Area III – Snake River Sporting Club Lodging Area, to include updates to the Area Description and Size.

3. Provides flexibility for landowners within standards that clearly define desired character.

Complies. The proposed amendment does not impact the standards that define desired character. Adding a single residential/short-term lodging development unit to Sub Area III is consistent with the desired character of the resort, and maintains the flexibility that this offers landowners within the Lodging Area of the Resort.

4. Is necessary to address changing conditions, public necessity, and/or state or federal legislation.

Not applicable. The proposed amendment is not specifically addressing changing conditions, public necessity, or other regulations.

5. Improves implementation of the Comprehensive Plan.

Complies. Please refer to the "Findings for Approval of a PUD Amendment" section of this report.

6. Is consistent with other adopted County Resolutions.

Complies. The proposal will comply with all adopted resolutions of the County.

5. The findings of <u>Sec. 8.7.2.,</u> **<u>FINDINGS FOR APPROVAL OF ZONING MAP AMENDMENTS</u>**

Pursuant to Section 8.7.2, Zoning Map Amendment of the LDRs, the official zoning map amendment application has been evaluated against the findings below. The proposed Zoning Map Amendment is required to establish the PUD amendment proposal, in which 1.54 acres will be rezoned to the PUD-PR Zoning District.

1. Is consistent with the purposes and organization of the LDRs.

Complies. *See* Findings for Approval Of An LDR Text Amendment, above.

2. Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan.

Complies. Please refer to the "Findings for Approval of a PUD Amendment" section of this report.

3. Is necessary to address changing conditions, public necessity, and/or state or federal legislation.

Not applicable. The proposed amendment is not specifically addressing changing conditions, public necessity, or other regulations.

4. Is consistent with other adopted County Resolutions.

Complies. The proposal will comply with all adopted resolutions of the County.

PLAN REVIEW COMMITTEE REVIEWS

Given that this application formalizes an action that was outlined in the existing Master Plan, the plan review process for Master Plan approval was considered appropriate for the review and comment process on expanding Sub Area III to include SRSC Lot 1. There were no plan review comments specific to Sub Area III expansion during the PUD amendment process.

PUBLIC COMMENTS

Neighbor notifications were mailed on November 10, 2016 to all property owners within 800 feet of the subject property. As of the writing of this staff report, there were no comments received.

ATTACHMENTS

1. Applicable LDRs and provisions of Master Plan
2. PUD2016-0004 Application Materials, which includes proposed Master Plan Amendments
3. AMD2016-0009 Application Materials, which includes proposed LDR Text Amendments

LEGAL REVIEW

Weisman.

RECOMMENDATION

The Planning Director recommends **APPROVAL** of the PUD Amendment **PUD2016-0004** for the addition of Snake River Sporting Club Lot 1, its one Development Unit, including 8,500 s.f. into Sub Area III of the Resort pursuant to Section 8.7.3 of the Teton County Land Development Regulations (effective 10/19/2015) with one condition, finding that the application meets all applicable standards set forth in Snake River Canyon Ranch Resort Master Plan, dated July 13, 2016, and the October 19, 2015 Teton County Land Development Regulations and Jackson/Teton County Comprehensive Plan**.**

1. Prior to approval of any Use, Physical Development, or Development Option permit for Snake River Sporting Club Lot 1, the Employee Housing Transfer Fee Agreement and Restrictive Covenant between Teton County, Wyoming and CYGNUS, SRSC, LLC shall be amended and approved by the Teton County Board of County Commissioners consistent with the expansion of Snake River Canyon Ranch PUD-PR Sub Area III to include Lot 1 and recorded thereafter in the land records of the Office of the County Clerk.

The Planning Director recommends **APPROVAL** of the LDR Text Amendment **AMD2016-0009** to update the language in Section 4.3.6, Snake River Canyon Ranch of the LDRs in order to ensure consistency with the proposed changes to the PUD Resort Master Plan and Zoning Map proposed as part of this application pursuant to Section 8.7.3 of the Teton County Land Development Regulations **with no conditions,** given that the application meets all applicable standards set forth in the October 19, 2015 Teton County Land Development Regulations and the Jackson/Teton County Comprehensive Plan**.**

SUGGESTED MOTION

1.) Move to **APPROVE** PUD Amendment **PUD2016-0003** for the addition of Snake River Sporting Club Lot 1, its one Development Unit, and 8,500 sf into Sub Area III of the Resort, based upon finding that the application meets all applicable standards set forth in the Snake River Canyon Ranch Resort Master Plan and the October 19, 2015 Teton County Land Development Regulations and Comprehensive Plan, with the following condition.

1. Prior to approval of any Use, Physical Development, or Development Option permit for Snake River Sporting Club Lot 1, the Employee Housing Transfer Fee Agreement and Restrictive Covenant between Teton County, Wyoming and CYGNUS, SRSC, LLC shall be amended and approved by the Teton County Board of County Commissioners consistent with the expansion of Snake River Canyon Ranch PUD-PR Sub Area III to include Lot 1 and recorded thereafter in the land records of the Office of the County Clerk.

2.) Move to **APPROVE** LDR Text Amendment **AMD2016-0009** to update the language in Section 4.3.6, Snake River Canyon Ranch of the LDRs in order to ensure consistency with the proposed changes to the PUD Resort Master Plan and Zoning Map proposed as part of this application based upon finding that the application meets all applicable standards set forth in the October 19, 2015 Teton County Land Development Regulations and Comprehensive Plan, as outlined in the Staff Report, with no conditions.

ATTACHMENT 1 APPLICABLE REGULATIONS

RELATIONSHIP TO THE AMENDED AND RESTATED SNAKE RIVER CANYON RANCH RESORT (SRCRR) PLANNED UNIT DEVELOPMENT PLANNED RESORT (PUD-PR) MASTER PLAN

According to the Snake River Canyon Ranch Resort (SRCRR) Planned Unit Development Planned Resort (PUD-PR) Master Plan, Major Amendments "…shall be reviewed and acted upon pursuant to the procedures set forth in Section 8.2.13.D of the LDRs dated October 19, 2015. The amendment shall be subject to all applicable standards of the LDRs dated October 19, 2015."

RELATIONSHIP TO THE APPLICABLE LAND DEVELOPMENT REGULATIONS

This application is being reviewed under the LDRs in effect October 19, 2015.

Division 4.3., Planned Resort Zones

Complies. The planned resort zones provide for and guide the creation or continuation of planned development configured around a major recreational activity. The Standards of the Planned Resort Zone were evaluated and confirmed through the SRCRR review and approval process, specifically the PUD2016-0003 application.

Section 4.3.1.A, Purpose and Intent

1. Encourage recreational activities that rely on indigenous natural attributes of the area, contribute to the community's character and economy and have had a long-standing, beneficial role in the community; and
   Not applicable. The purpose of the proposed amendment does not impact the recreational activities associated with the existing resort.
2. Provide flexibility for planning and developing recreational resort facilities in a creative, efficient and coordinated manner in order to provide quality visitor experiences; and
   Complies. The proposed amendment allows flexibility for developing the resort that would permit additional residential or short-term rental options in close proximity to the existing amenities to enhance the visitor experience.
3. Create a process in which Teton County and the Town of Jackson collaborate with landowners in planning and designing resort master plans that meet community goals and respond to the unique circumstances of the resort area; and
   Complies. The proposed amendment process includes collaboration with the Town of Jackson. As required, this amendment will be taken before the Town Planning Commission on December 7, 2016 and the Town Council on December 19, 2016 for review.
4. Permit resort development that contributes to expanding the winter and shoulder economic seasons; and
   Complies. The year-round operation of the resort amenity will help attract tourists and visitors to support the local economy during winter and shoulder seasons. The proposed amendment will provide additional capacity during the winter and the shoulder economic seasons.
5. Ensure that resort plans incorporate a mix of land uses, promote alternative modes of transportation, and provide a pedestrian-oriented community in order to alleviate traffic-related impacts; and
   Not Applicable. The proposed amendment includes the addition of a single residential or short-term rental unit along the northern perimeter of the existing Resort Sub Area III. The overall Resort includes pathways for resident circulation that are accessible from Lot 1, yet the overall Resort layout remains unchanged.
6. Ensure resort plans are consistent with the Comprehensive Plan, and therefore, are beneficial to the community; and
   Complies. As described in the Findings for Approval of a PUD Amendment section above, the current amendment proposals are consistent with the Comprehensive Plan goals for Character District 8: River Bottom and the Canyon Corridor subarea, as well as with other generally applicable Comprehensive Plan policies.

7. Enable long-range planning for infrastructure, capital facilities, and community land use patterns by establishing a level of predictability in the maximum potential size and character of each resort area; and
   Not applicable. No new development is proposed that was not already contemplated during the preparation of the existing Master Plan.
8. Ensure a balance is maintained between tourism and community that promotes social diversity but does not cause undesired shifts away from rural, western community character; and
   Complies. The proposed amendment will help protect the existing rural character of the Canyon Corridor subarea by following the original intent of the PUD by maintaining the density and intensity of resort development and use away from the river's edge and locating it adjacent to existing golf course and residential/short-term lodging development.
9. Produce resort plans that make significant contributions toward protecting attributes of the community that are considered critical to the community's long-term health, welfare, and well-being.
   Complies. Protection of the community's unique ecosystem, including critical wildlife habitats and scenic resources, is identified as one of the primary goals in the Comprehensive Plan. These resources contribute to the quality of life in this community for local residents as well as to the sustainability of the area's tourism-based economy. The proposed amendment to the resort master plan will have little to no impact on protection of sensitive natural and scenic resources by allowing one lot to be considered part of the Resort.

Section 4.3.1.B, All Planned Resort Zones—Applicability

Section 4.3.1.B. identifies the lands eligible for Planned Resort (PR) zoning, with the intent that a limited number of PR zones be created and only in locations that are consistent with the Comprehensive Plan. Snake River Canyon Ranch is identified as an eligible zone, encompassing the property described in Section 4.3.6 that are currently zoned PUD-PR. This description does not include the lot within the Snake River Sporting Club that is designated to receive the relocated resort development.
Complies with approval of the proposed LDR Text Amendment.

Section 4.3.1.E.5, Joint Review by Town and County

Complies. As required, this amendment was heard by the Town Planning Commission on December 12, 2016 and will be heard by the Town Council on December 19, 2016 for their review and recommendation.

Section 4.3.1.E.4, Recordation

Complies as conditioned. This Subsection requires that all approved amendments to the Master Plan Standards and Conditions be recorded in the Teton County, Wyoming Clerk's Office (see Condition #1). The Land Development Regulations will be amended concurrently to reflect the changes if they are approved by the Board.

Section 4.3.1.F, Standards Applying to All Planned Resorts

The following standards are applicable to the request for the addition of Snake River Sporting Club Lot 1, its one Development Unit, and 8,500 sf into Sub Area III of the Snake River Canyon Ranch Resort:

1. **Consistency with the Comprehensive Plan.**

Complies. See Findings for Approval of a PUD Amendment section of this staff report.

2. **Compliance with Land Development Regulations.**

Complies. As discussed in this staff report, the proposed amendment to the Snake River Canyon Ranch PUD Resort Master Plan is consistent with the LDRs with the approval of the LDR Text Amendment as proposed.

3.**Statement of purpose.** The Planned Resort master plan shall have a Statement of Purpose which describes the applicant's rationale for resort expansion and the design theme of the resort development.
Not applicable. The addition of Lot 1 was considered during the 2015 approval.

4.**Master Site Plan.**

Complies. The master plan amendment application contains a site plan that adequately defines the proposed amendment to Sub Area III of the resort.

5.**Dimensional Limitation Plan.**

Not applicable. There is no change from the 2015 approval.

6. **Housing element.** The Master Plan shall have a housing element to ensure a supply of affordable and employee housing that is commensurate to the demand for housing created by the development.

Complies as Conditioned. Properties within Sub Area III are subject to the Employee Housing Agreement, effective August 30, 2016. The Employee Housing Transfer Fee Agreement and Restrictive Covenant between Teton County, Wyoming, and CYGNUS, SRSC, LLC, shall require a 1% transfer fee in perpetuity on each and every transfer, sale, or resale of all properties, lots, or units in Sub Area III of the Astoria/Snake River Canyon Ranch Resort Project in accord with and satisfaction of Condition No. 3 of PUD2015-0002. The Agreement is recorded in the land records of the Office of the Teton County Clerk. *See* additional discussion above under Section 4.3.1.D, All Planned Resort Zones—Findings for Approval.

7. **Design Element.**

Not applicable. There is no change from the 2015 approval.

8.**Transportation element.** The Planned Resort Master Plan shall have a transportation element to ensure that resort development does not produce an amount of vehicular traffic that undermines the community's character, and endangers the public health, safety and welfare. The Master Plan shall provide an optimum mix of automobile, transit and pathway facilities within the resort, encourage coordination of all resort transportation facilities with the County-wide transportation system, promote design and management which encourages shifts from single-occupancy vehicle trips to multi-occupancy trips, or other transportation modes, and provide equitable cost sharing for facilities and services.

Complies. There is no change from the 2015 approval.

9.**Capital improvements element.**

Not applicable. There is no change from the 2015 approval.

10. **Land use element.** Land uses shall be consistent with both the applicant's design theme and the character objectives for the resort.

a. **Permitted uses** include:

(1) Residential uses.

(2) Uses necessary for operation of the resort's primary recreational activity (ski area, hot springs) shall be permitted

(3) Nonresidential uses that provide for the basic needs of the resort's lodging guests, day visitors, employees and vicinity residents shall be permitted.

(4) Regional-serving commercial uses which rely upon vehicle trips from a community-wide market area rather than the Planned Resort vicinity shall be prohibited, unless they are determined by the Board of County Commissioners to be resort-related amenities, such as restaurants.

(5) Commercial amusement activities that are detrimental to the outdoor, natural resource character of Teton County shall be prohibited.

Complies. The proposed amendment will increase the residential and short-term lodging units by one development unit, which will continue to allow residential uses to continue, as well as allow short-term rentals, which provides for the basic needs of the resort's lodging guests. Permitting both uses may increase the likelihood of units being occupied. No other uses are proposed to change at this time.

b. **Amount and type of development** shall be consistent with:

(1) The character objectives for the resort area

(2) The overall amount of development that can be permitted while preserving community character, as reflected in the Comprehensive Plan.

3) The amount of infrastructure capacity that can be provided while maintaining consistency with community character goals.

(4) Providing a level of self-sufficiency within the resort, such that vehicle trips ending outside the resort are minimized.

Complies. See the Findings for Approval of a PUD Amendment section of this Staff Report.

11. **Phasing element.**

Not applicable. There is no change from the 2015 approval.

12. **Community services element (optional)**.

Not applicable. There is no change from the 2015 approval.

13. **Character Element.** Each Planned Resort master plan shall have a character element to ensure that resort development is in keeping with the community's character and the planned character for the vicinity in which the resort development is located.

Complies. The character description for the Snake River Canyon Ranch Resort is established in Section 4.3.6 of the LDRs. The existing Master Plan contemplates up to 70 development units, of which SRSC Lot 1 was specifically identified as a logical area for future expansion of Sub Area III of the resort.

Section 4.3.1.G, Increased Density Limited to Affordable or Employee Housing

Complies. The existing Master Plan approved in July of 2016 specifically identifies the future expansion to include SRSC Lot 1 as among the allowable approved development density, and therefore the application does not constitute an increase in allowed density. The current density threshold for Sub Area III under the existing Master Plan is 70 residential or short-term lodging units. At this time there are fewer than 40 permitted Development Units within Sub Area III.

ATTACHMENT 2 PUD2016-0004 APPLICATION MATERIALS

TETON COUNTY WYOMING

PLANNING PERMIT APPLICATION
Planning & Development Department
Planning Division

200 S. Willow St.
P.O. Box 1727
Jackson, WY 83001

ph: (307) 733-3959
fax: (307) 739-9208
www.tetonwyo.org

RECEIVED
SEP 23 2016
TETON COUNTY PLANNING OFFICE

For Office Use Only

Fees Paid $5000.00
Check # 43545 Credit Card _____ Cash _____
Application #s PUD 2016-0004 _____ _____

PROJECT.

Name/Description: Snake River Sporting Club - Area III
Physical Address: 14110 S WAGON ROAD
Lot, Subdivision: LOT 1, SNAKE RIVER SPORTING CLUB PIDN: 22-38-16-08-1-01-001

OWNER.

Name: SRS CLUB, LLC Phone:
Mailing Address: 3060 PEACHTREE ROAD NW, SUITE 1080 ZIP: 30305
E-mail: jheilbrun@sportingclub.com

APPLICANT/AGENT.

Name: Brendan Schulte with Jorgensen Associates, PC Phone: (307) 733-5150
Mailing Address: P.O. Box 9550/Jackson, WY ZIP: 83001
E-mail: bschulte@jorgensenassociates.com

DESIGNATED PRIMARY CONTACT.

☐ Owner ☑ Applicant/Agent

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

PRE-SUBMITTAL STEPS. *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department.* ***If this application is amending a previous approval, indicate the original permit number.***

Pre-application Conference #: PAP2016-0088 Environmental Analysis #: EVA2014-0010

Original Permit #: _____ Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. *One copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department. The initial application submittal may occur electronically, but one hard copy of all materials is required for an application to be found sufficient. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant.*

Have you attached the following?

☑ **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.

☐ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.

☑ **Response to Submittal Checklist.** All applications require response to applicable review standards. These standards are outlined on the Submittal Checklists for each application type. If a pre-application conference is held, the Submittal Checklists will be provided at the conference. If no pre-application conference is required, please see the Administrative Manual for the applicable Checklists. The checklist is intended as a reference to assist you in submitting a sufficient application; submitting a copy of the checklist itself is not required.

FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Signature of Owner or Authorized Applicant/Agent — Date: 9/21/2016

Christopher Swann — Name Printed

Owner — Title

Application Submittal Checklist for an
LDR TEXT AMENDMENT (AMD)
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

APPLICABILITY. *This checklist should be used when submitting an application for an **LDR Text Amendment**. The purpose of an LDR Text Amendment is to publicly review a change to the LDRs to ensure that it improves implementation of the Jackson/Teton County Comprehensive Plan.*

When is an LDR Text Amendment application required?
An LDR text amendment application is needed for any proposal that involves changes to the language in the LDRs.

Do I need a Pre-Application Conference first?
A Pre-Application Conference is not required prior to submittal, but an applicant may request a pre-application meeting to discuss the requirements and applicable regulations with Planning Staff. This is encouraged for applicants who are unfamiliar with the regulations and the planning process. If a Pre-Application Conference is held, this checklist may be modified by staff to reflect the specifics of your project.

POSTED NOTICE. *The applicant is responsible for posting and maintaining a notice of the public hearing on the land subject to the application. The posted notice shall meet the following standards.*

- **Content.** The posted notice shall contain the notice content required by Subsection 1 above, except the description of the location of the land subject to the application. A template is available in the Administrative Manual.
- **Timing.** The notice shall be posted for at least 10 days prior to the hearing, and shall be removed within 5 days following the hearing.
- **Size.** The notice shall be 4 ft by 4 ft.
- **Location and Legibility.** A notice shall be placed along each front lot line so as to be legible from each access point to the site. The notice may be mounted to a building. If the notice is freestanding, it should be set back 2 ft from any lot line or access easement.
- **Materials.** The notice shall meet the materials standards of Div. 5.6. and shall not be lighted.

FINDINGS FOR APPROVAL. *The application shall include a narrative statement addressing each of the applicable Findings, found in **Section 8.7.1, LDR Text Amendment.***

The advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Board of County Commissioners and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Board of County Commissioners shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;
2. Improves the consistency of the LDRs with other provisions of the LDRs;
3. Provides flexibility for landowners within standards that clearly define desired character;
4. Is necessary to address changing conditions, public necessity, and/or state or federal legislation;
5. Improves implementation of the Comprehensive Plan; and
6. Is consistent with other adopted County Resolutions.

SUBMITTAL REQUIREMENTS.

✓ **Narrative description of the objective.** Briefly describe the purpose or objective of the proposed amendment.
✓ **Existing Text to be Amended.** If the proposed amendment is to existing text within the LDRs, please identify the relevant Article, Section, or Subsection.
✓ **Proposed Amendment.** A narrative description or proposal for the amendment content and structure. Chapters, articles,

or specific text language is not required, but is helpful in review.

_____**Neighborhood Meeting Summary (optional).** If a neighborhood meeting is held, the applicant may submit a summary of comments or questions received and the applicant's response.

JORGENSEN
It s About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
| www jorgeng com

September 23, 2016

Mr. Hamilton Smith
Teton County Planning Dept.
P.O. Box 1727
200 South Willow St.
Jackson, WY 83001

-Hand Delivered-

RE: 1st AMENDMENT to the Amended and Complete Restatement of Entitlements, Standards and Conditions for the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort

Dear Mr. Smith,

Enclosed you will find the necessary materials for a the 1st amendment to the Amended and Complete Restatement of Entitlements, Standards and Conditions for the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort (SRCRRMP) we are submitting on behalf of SRS Club, LLC. The nature of the proposed amendment to the SRCRRMP is to incorporate Lot 1 (PID: 22-38-16-08-1-01-001) of Plat No. 1165 into Sub Area III. As a result, Lot 1, its one Development Unit, and 8,500 Square Feet will be incorporated into Sub Area III. This will increase the total Development Units in Area III from 62 to 63 units, and will increase the Square Footage from 210,000 s.f. to 218,500 s.f.

Included with this transmittal you will find the following:

- PUD Amendment Checklist and Application
- Check for $5,000
- Conceptual Site plan

Pursuant to Section 1.5.B.1. of the SRCRRMP, the amendment shall be reviewed and acted upon pursuant to the procedures set forth in the 8.2.13.D. of the LDRs.

Please call me if you have any question, or if you require any additional information at this time.

Sincerely,

JORGENSEN ASSOCIATES, P.C.

Brendan Schulte
Senior Planner

JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
| www.jorgeng.com

September 23, 2016

Mr. Hamilton Smith
Teton County Planning Dept.
P.O. Box 1727
200 South Willow St.
Jackson, WY 83001

-Hand Delivered-

RE: 1st AMENDMENT to the Amended and Complete Restatement of Entitlements, Standards and Conditions for the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort

Dear Mr. Smith,

Amended Map of Sub Area III located on Page 28 of the Master Plan indicating the incorporation of Lot 1 into Sub Area II

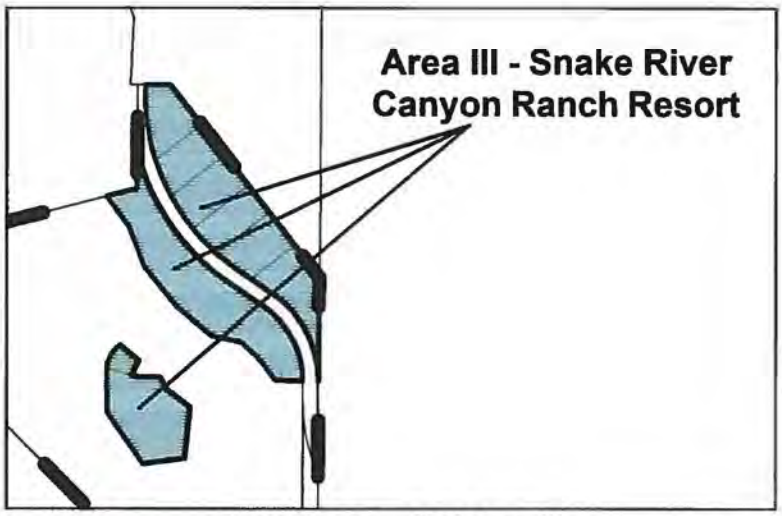


Figure 4: Map of Sub Area III

Please call me if you have any question, or if you require any additional information at this time.

Sincerely,

JORGENSEN ASSOCIATES, P.C.

Ron Levy
Associate Planner

2.3 Standards Applicable to Sub Area III – Resort Lodging Core

A. Intent and Purpose

Sub Area III shall have a western character reminiscent of the great mountain lodges of the West but smaller in scale. Development shall have a presentation from the highway that is in scale with the mountain backdrop, have varied roof lines and horizontal planes that visually reduce the bulk and scale of the buildings, and a development pattern that favors a reduction in building foot prints to protect the natural resources of the site, thereby minimizing overall impact of development. Development will highlight the natural features of a site, retain the rural atmosphere and protect habitat and environmentally sensitive areas.

The purpose of Sub Area III – Resort Lodging Core is to concentrate lodging, residential, and resort development in ~~an 18.5a~~ 20.04-acre area resulting in the protection of lands north of Sub Area III previously entitled for development and subsequently zoned Park and Open Space. Sub Area III provides a centralized, efficient area to provide clustered development that supports the Resort and the Snake River Sporting Club. By clustering previously approved, scattered development within the Resort Lodging Core, the overall Resort will provide recreational resort facilities in a creative, efficient and coordinated manner, provide a quality visitor experience, and contribute to the protection of attributes of the community that are considered critical to the community's long term health, welfare and well-being.

Map of Sub Area III

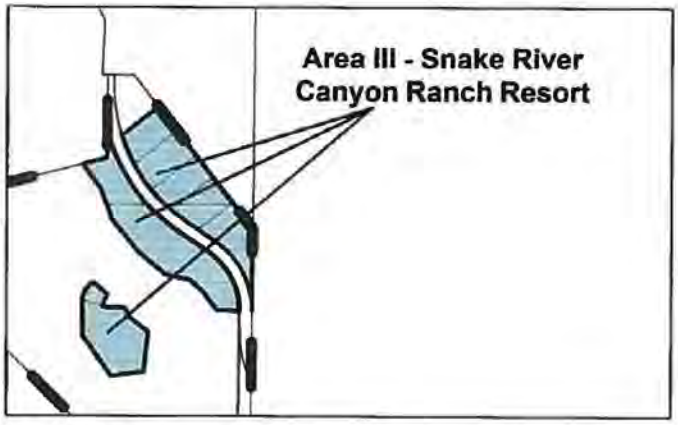


Figure 4: Map of Sub Area III – Resort Lodging Core, for illustration purposes only. See Attachment 2 for legal description.

B. Physical Development Standards

Standards applicable to the physical development of Sub Area III are provided within this sub-section. Cross references provided refer to specific sections of the LDRs effective on October 19, 2015.

Sub Area III is entitled to contain ~~210,000~~218,500 s.f. of development within at least ~~62~~63, and up to 70 homes or townhome sites, excluding future potential transfers from the Resort Sub Area II ~~and/or the inclusion of Lot 1, Snake River Sporting Club PRD~~ into Sub Area III of the Resort, that are available to rent short term or for permanent residential use. Individual units within Sub Area III are limited to a maximum of 10,000 s.f., however, there are no restrictions on maximum floor area for individual buildings, which shall be finally determined and approved through Development Plan.

B.1. Structure Location and Mass

	Site Development (Max)*	Street Setback (Min)	Side Setback (Min)	Rear Setback (min)	Height (max)	FAR (max)**
All Allowed Uses	.45 - .75	5'	5'	5'	30'	n/a

Amended Map of Sub Area III located on Page 28 of the Master Plan indicating the incorporation of Lot 1 into Sub Area III

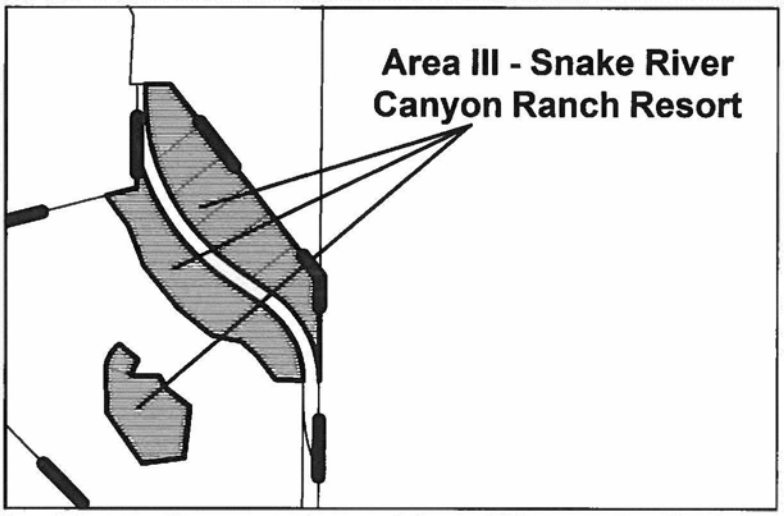


Figure 4: Map of Sub Area III

Teton County Planning and Development Department
P.O. Box 1727, Jackson, Wyoming 83001
Telephone: 307-733-3959
Facsimile: 307-733-4451
E-mail: planning@tetonwyo.org

TETON COUNTY

Memo

To: Jeff Heilbrun, Snake River Sporting Club
Brendan Schulte, Jorgensen Associates

From: Hamilton Smith, Senior Planner

CC: Christopher Swan, Cygnus Capital

Date: August 26, 2016

Re: Pre-Application Conference for Master Plan Amendment to Incorporate Lot 1 Snake River Sporting Club PRD into Sub Area III, Snake River Canyon Ranch Resort

---

Jeff and Brendan,

Thank you for meeting today for pre-application conference PAP2016-0088, to discuss the incorporation of Lot 1 of the Snake River Sporting Club PRD (Plat No. 1165) into Sub Area III of the Snake River Canyon Ranch Resort Master Plan (SRCRR MP). The proposal will be reviewed under the Snake River Canyon Ranch Resort Master Plan. The subject lot will be moved from the R-3 zone to Resort land zoned Planned Unit Development—Planned Resort (PUD-PR). Please note that the Findings discussed in our pre-application conference remain the same; however, given that the Amended and Restated Master Plan indicates the following, "Transfer of Development Units ... that includes the expansion of Sub Area III to include Lot 1 of the Snake River Sporting Club (Lot 1) into Sub Area III of the Resort shall be reviewed and approved as a Major Amendment to the Resorts zone". This being the case, as described below, a Major Amendment will need to go through a public hearing process. Pursuant to Section 1.5.B.1 of the Master Plan, "The Major Amendment shall be reviewed and acted upon pursuant to the procedures set forth in Section 8.2.13.D of the LDRs dated October 19, 2015. The amendment shall be subject to all applicable standards of the LDRs dated October 19, 2015."

Summary of Proposal

The application requests an amendment to the SRCRR MP to incorporate Lot 1 of the Snake River Sporting Club into Sub Area III of the Resort. As a result, Lot 1, its one Development Unit, and 8,500 sq ft will be incorporated into Sub Area III. This will increase the total Development Units in Sub Area III from 62 to 63 units, and will increase the square footage from 210,000 sq ft to 218,500 sq ft.

Applicable Master Plan Standards/LDRs: Master Plan Division 2.3, Standards Applicable to Sub Area III – Resort Lodging Core, identifies the future transfer of Lot 1 as a logical expansion of Sub Area III. The

maximum density within Sub Area III is permitted to increase as described in Master Plan Sec. 2.3.C.1. As stated above, "transfer of Development Units ... that includes the expansion of Sub Area III to include Lot 1 of the Snake River Sporting Club into Sub Area III of the Resort shall be reviewed and approved as a Major Amendment to the Resorts zone as discussed in Section 1.5.B.1 of this Master Plan".

The Standards of LDR Sec. 8.2.13.D. apply, which indicate that findings as applicable to this resort zone shall be made from Article 4, Sec. 8.7.1, and Sec. 8.7.2.

If you feel there is anything else we discussed missing from this summary, please let me know within thirty (30) days so that it may be added to the official record of our meeting. If you have any questions or concerns about your application or the process for submittal, please feel free to contact me by email at hsmith@tetonwyo.org or by phone at 733-3959.

PRE-APPLICATION CONFERENCE SUMMARY
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

This Summary will be prepared by Planning Staff. The applicant, or the applicant's agent, shall receive a copy of this summary for their reference in submitting a sufficient application.

Staff may request additional materials during review as needed to determine compliance with the LDRs.

PRE-APPLICATION MEETING BASICS.

PAP#: PAP2016-0088

Date of Conference: 8/12/16

Planning Staff: Hamilton Smith

PROJECT.

Name/Description: Snake River Canyon Ranch Resort Master Plan Amendment

Physical Address: -as referenced in Master Plan Attachments 1-3

Lot, Subdivision _____ PIDN: _____

Zoning District(s): PUD-PR

Overlay(s): Natural Resouces Overlay (NRO), Scenic Resources Overlay (SRO)

STAKEHOLDERS.

Applicant: Jeff Heilbrun, SRS Club, LLC

Owner: SRS Club, LLC

Agent: _____

REQUIRED APPLICATIONS. *This project will require the following applications:*

Application	Reason	Fee
Master Plan Amendment	Required for any expansion or increase in overall resort area	$5,000.00

MEETING ATTENDEES:

Name	Company	Phone/Email
Brendan Sculte	Jorgensen Associates	307-733-5150 bschulte@jorgensenassociates.com
Jeff Heilbrun	SRS Club, LLC	(307) 201-2560 jheilbrun@srsportingclub.com

Christopher Swann	Cygnus Capital (by phone)	(404) 465-3685 cswann@cygnuscapital.com

TIMELINES. *This table is intended to provide general information regarding the review process and timing of decisions. See Article 8 for a complete explanation of the review process.*

For administrative decisions made by the Planning Director, the following timelines are generally applicable:

Application Types:	Sufficiency	Planning Commission (PC)	Board of County Commissioners
Planned Unit Development (PUD)	Within 14 days of Submittal	Hearing within 90 days of Sufficiency	Hearing within 60 days of PC Recommendation

GENERAL INFORMATION.

__X__ *Required, If Checked.*

_____ *If not checked, review requirement with a Staff member to determine if necessary for your application.*

Requirement		Notes
X	**Planning Permit Application.** The application should list all pertinent permits (use, physical development, interpretation, relief from the LDRs, Development Option/Subdivisions, Amendments to the LDRs) for which you are applying.	
	Notarized Letter of Authorization. See Section 8.2.4.A for requirements. A template is established in the Administrative Manual.	
X	**Application Fees.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.	As indicated on previous page
X	**Review fees.** The applicant is responsible for paying any review fees and expenses from consulting services necessitated by the review of the application by the County Surveyor, County Engineer, County Engineering Technician, Title Company and any other required consultant. Such fees shall be paid prior to approval of the permit.	
n/a	**Mailed Notice fee.** See Section 8.2.14.C.2 for notice requirements. If mailed notices are required, the applicant is responsible for paying for any mailing in excess of 25 notices.	
X	**Other information needed.** All applications submitted to the Teton County Planning Department must be submitted in digital format once the application is determined to be sufficient.	

X	**Response to Submittal Checklist.** All applications require response to applicable review standards. For applications where a pre-application conference is required, applicable standards are identified below. If a pre-application conference is optional, see the submittal checklist for the relevant application type, established in the Administrative Manual.	
X	**Title Report.** A title report, title certificate or record document guarantee prepared within the last six months that includes evidence of ownership and all encumbrances on the subject property. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review.	
X	**Narrative description of the proposed development.** Briefly describe the existing condition of the property and the proposed use, physical development, subdivision or development option for which you are seeking approval.	
X	**Findings for approval.** Include in your narrative a response to the findings for approval found in LDR **Sec. 8.2.13.D**. Please note that this tiers back to **Sec. 8.7.3.**, and **Article 4**; the findings of **Sec. 8.7.1**; and the findings of **Sec. 8.7.2.**	
	Proposed Development Program. Please use the template established in the Administrative Manual.	
X	**Site Plan.** Please see the list of minimum standards for a site plan, established in the Administrative Manual.	
n/a	**Floor Plans.** Include floor plans for any existing buildings that will be occupied by a proposed use. If changes to existing buildings are proposed, indicate those on the floor plans.	
n/a	**Neighborhood Meeting Summary.** See Section 8.2.3 for Neighborhood Meeting requirements.	Optional

ARTICLES 2 (COMPLETE NEIGHBORHOODS), 3 (RURAL AREA ZONES), and 4 (SPECIAL PURPOSE ZONES).

Applicable Zone: Snake River Canyon Ranch Resort Area 3

Applicable LDR Section: **Sec. 8.2.13.D.** (*see* Findings of Approval above)

SUBSECTION B, PHYSICAL DEVELOPMENT. *Please provide the following information for the applicable zone.*

_____ *Required, If Checked.*

_____ *If not checked, this requirement is not applicable to your application.*

Requirement	Notes
_____ **Structure Location and Mass**	
_____ **Maximum Scale of Development**	
_____ **Building Design**	
_____ **Site Development**	
_____ **Landscaping (see Div. 5.5 for more information)**	
_____ **Fencing (see Sec. 5.1.2 for more information)**	

_____ **Environmental Standards (see Div. 5.1 and 5.2 for more information)**

- Natural Resource Buffers
- Irrigation Ditch Setback
- Wild Animal Feeding
- Natural Resource Overlay Standards
- Bear Conflict Area Standards

_____ **Scenic Standards (see Div. 5.3 for more information)**

- Exterior Lighting
- Scenic Resource Overlay (SRO) Standards

_____ **Natural Hazards to Avoid (see Div. 5.4 for more information)**

- Steep Slopes
- Areas of Unstable Soils
- Fault Areas
- Floodplains
- Wildland Urban Interface

_____ **Signs (see Div. 5.6 for more information)**

_____ **Grading, Erosion Control, Stormwater (see Div. 5.7 for more information)**

- Grading
- Erosion Control
- Stormwater Management

SUBSECTION C, USE STANDARDS. *Please provide the following information for the applicable zone.*

_____*Required, If Checked.*

_____*If not checked, this requirement is not applicable to your application.*

Requirement	Notes
_____ **Allowed Uses (see Div. 6.1 for more information)**	
_____ **Use Requirements (see Div. 6.2 and 6.3 for more information)** • Parking • Employees Required to be Housed	
_____ **Maximum Scale of Use**	
_____ **Operational Standards (see Div. 6.4 for more information)** • Outside Storage • Refuse and Recycling • Noise • Vibration • Electrical Disturbances • Fire and Explosive Hazards • Heat and Humidity • Radioactivity	

SUBSECTION D, DEVELOPMENT OPTIONS. *Please provide the following information for the applicable zone.*

_____*Required, If Checked.*

_____*If not checked, this requirement is not applicable to your application.*

Requirement	Notes
_____ **Allowed Subdivision and Development Options (see Div. 7.1 and 7.2 for more information)**	
_____ **Residential Subdivision Requirements (see Div. 7.4 and 7.5 for more information)** • Affordable Housing • School and Parks Exactions	
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OTHER APPLICABLE LDR STANDARDS.

_____*Required, If Checked.*

_____*If not checked, this requirement is not applicable to your application.*

Requirement	Notes:
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_____ **Division 7.3, Open Space Standards** **7.3.3** Configuration and Location of Required Open Space **7.3.4** Use of Open Space **7.3.5** Physical Development Permitted in Open Space **7.3.6** Record of Restriction **7.3.7** Ownership of Open Space	

PLAN REVIEW COMMITTEE. *The Plan Review Committee consists of the following listed agencies. Planning Staff will transmit pertinent portions of the application to each agency.* ***Other agencies and individuals not checked off on this list may be added to the PRC if necessary.***

	Agency	Required for:
_____	Building Official	
X	County Attorney	
X	County Engineer	
X	County Sanitarian	
_____	County Surveyor	At plat
X	Fire Marshal	
X	Housing Authority	

_____	Integrated Solid Waste & Recycling	
_____	National Park Service	
_____	Parks and Recreation Department	
_____	Pathways Coordinator	
_____	Public and Environmental Health	
_____	Road & Levee Supervisor	
X	Sheriff's Department	
X	Teton Conservation District (required when subdividing land)	
_____	Teton County Scenic Preserve Trust	
X	Teton County School District	
_____	Town of Jackson (required when subdividing land within one mile of the Town of Jackson)	
_____	U.S. Forest Service (if adjacent to or accessing through forest service lands)	
X	Weed & Pest	
X	Wyoming Department of Game & Fish	
_____	Other—County Clerk and Title Company	At plat
X	County Floodplain Admistrator	

Other Key Issues

JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
| www.jorgeng.com

September 21, 2016

Mr. Hamilton Smith
Teton County Planning Dept.
P.O. Box 1727
200 South Willow St.
Jackson, WY 83001

-Hand Delivered-

RE: 1st AMENDMENT to the Amended and Complete Restatement of Entitlements, Standards and Conditions for the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort

Dear Mr. Smith,

Enclosed you will find the necessary materials for a the 1st amendment to the Amended and Complete Restatement of Entitlements, Standards and Conditions for the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort (SRCRRMP) we are submitting on behalf of SRS Club, LLC. The nature of the proposed amendment to the SRCRRMP is to incorporate Lot 1 (PID: 22-38-16-08-1-01-001) of Plat No. 1165 into Sub Area III. As a result, Lot 1, its one Development Unit, and 8,500 Square Feet will be incorporated into Sub Area III. This will increase the total Development Units in Area III from 62 to 63 units, and will increase the Square Footage from 210,000 s.f. to 218,500 s.f.

Included with this transmittal you will find the following:

- Text Amendment Checklist and Application
- Check for $1,500
- Conceptual Site plan

Pursuant to Section 1.5.B.1. of the SRCRRMP, the amendment shall be reviewed and acted upon pursuant to the procedures set forth in the 8.2.13.D. of the LDRs.

Please call me if you have any question, or if you require any additional information at this time.

Sincerely,

JORGENSEN ASSOCIATES, P.C.

Brendan Schulte
Senior Planner

1st AMENDMENT

to the

Amendment and Complete Restatement of Entitlements, Standards and Conditions for the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort

Applicants:

SRS Club, LLC
&
Cygnus Capital, Inc.
&
SRSC Lots, LLC
&
Snake River Sporting Partners, LLC
3060 Peachtree Road NW - Suite 1080
Atlanta, GA 30305

Prepared by:

JORGENSEN
It's About People, Trust and Know How

Jorgensen Associates, P.C.
Engineers, Land Surveyors, & Planners
1315 Highway 89 South, Suites 201 & 203 83001
P.O. Box 9550
Jackson, WY 83002
307.733.5150

Teton County
Initial Submittal Date: September 21, 2016

Jorgensen Associates, P.C.
Project No. 15040.01.14

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SECTION 1 - PROJECT BACKGROUND AND OVERVIEW

A. PROJECT BACKGROUND

For the past few years the applicant, owners of the Snake River Sporting Club (**The Club**) and the Snake River Bend Ranch (**The Ranch**), have been working to make this area of Teton County a more viable resort and destination for visitors of Jackson Hole. More recently, a partnership with the Trust for Public Lands(TPL) helped facilitate the re-imagination of the Astoria Hot Springs Park that closed in the late 1990's prior to the previous developer's effort to create a resort in this area. This partnership completed a density transfer on July 11 2016 previously entitled to be located around the Astoria Hot Springs to a more suitable location south toward the Clubhouse at Snake River Sporting Club known as SUB AREA III of the Snake River Canyon Ranch Resort (**The Resort**) Planned Unit Development Planned Resort (PUD-PR).

Two years of planning and negotiation between stakeholders and Teton County resulted in an amendment to **The Resort**. It was originally approved by the Board of County Commissioners(BCC) on July 6, 1999. In conjunction with the 1999 PUD-PR Master Plan approval, the Teton County Official Zoning District Map was amended, rezoning approximately 195 acres of land from Rural to PUD-PR. In addition, a text amendment to the Teton County Land Development Regulations that reflected the new resort was approved at that time. The 1999 PUD-PR Master Plan approval allowed for a main lodge with a maximum of 28 hotel rooms, six condominiums, six single-unit cabins, 16 duplex cabins, eight single family home sites, at total of 56 development units. Also approved were hot spring/spa facilities, platform tennis facilities, a helicopter pad and associated support and maintenance facilities for a heli-skiing operation, affordable and employee housing, and miscellaneous resort support facilities.

On September 17, 2015, the BCC approved an amendment to the Resort PUD-PR **(PUD2015-0002),** a Text Amendment **(AMD2015-0003)** to the Teton County Land Development Regulations(LDRs) and Zoning Map Amendment **(ZMA2015-0002**). These approvals resulted in the removal of approximately 95 acres of land within the Resort PUD-PR, and the rezoning of the removed acreage as Park and Open Space. It also relocated 56 lodging units from land removed from the Resort PUD-PR land to an 18.5 acre receiving area within the Snake River Sporting Club (The Club) Planned Residential Development(PRD) which was subsequently rezoned PUD-PR and became part of the Resort. As a result of the 2015 amendment, the Resort is now comprised of three Planned Resort Zone Sub Areas: Sub Area I - the 5.2 acre "Astoria Hot Spring Site" **(AREA I)**, Sub Area II – the "Legacy Lots and Resort Infrastructure" (**AREA II**), and Sub Area III, the "Resort Lodging Core" **(AREA III)**.

Along with the 56 units transferred from AREA I, the Club-PRD was entitled with six additional remaining units that combined for a total of 62 units constituting 210,000 square feet to be

developed within the 18.5 acres of AREA III.

The Sketch Plan Approval **(SKC2015-0001)** allows for the creation of a 5.2 acre "Astoria Hot Spring Site" and 9,000 square feet of facilities, and the development the above-referenced 62 attached and detached lodging units totaling 210,000 square feet. This transfer of density triggered the necessity to amend both Conditional Use Permit(CUP-2015-0003) for the SRSC Golf Course and the development plan for the Club PRD **(DEV2015-0002)**. All of these amendment applications were approved by the BCC on September 15, 2015.

During all of the above permitting and entitlement work transfer Lot 1 of SRSC, Plat No. 1165 was not included due to the applicant and the previous owners still being in negotiations. The timing of the acquisition of Lot 1 by the applicant did not coincide with the density transfer. Subsequently on September 12 2016 the applicant purchased Lot 1 and now wished to include it and its entitlement into SUB AREA III of the Resort. Along with the total of 62 units constituting 210,000 square feet to be developed within the 18.5 acres of SUB-AREA III, this Amendment incorporates Lot 1, and all of its development rights, into SUB-AREA III; this plausible scenario has been referenced to at various times in the Master Plan. This Amendment effectively raises the total developable units of SUB-AREA III from 62 to 63, and increases the square footage by 8,500 SQ, FT., thereby increasing it from 210,000 square feet to 218,500 square feet.

B. OWNER & PROJECT TEAM INFORMATION

PROPERTY OWNERS & APPLICANTS:
SRS Club, LLC, Cygnus Capital, Inc., SRSC Lots, LLC, &
Snake River Sporting Partners, LLC
3060 Peachtree Road NW - Suite 1080
Atlanta, GA 30305

ENGINEERING & LAND PLANNING
Jorgensen Associates, P.C.
1315 Highway 89 South, Suites 201 & 203; 83001
P.O. Box 9550 Jackson, Wyoming 83002
307-733-5150

SURVEYOR:
On Sight Land Surveyors, Inc.
155 West Gill Avenue
P.O. Box 12290
Jackson, Wyoming 83002
307-734-6131

LAND PLANNING & LANDSCAPE ARCHITECT:
DHM Design
201 South Wallace Ave, Suite A-4
Bozeman, MT 59715
406-219-2012

C. DEVELOPMENT PROPOSAL

This proposed 1st Amendment to the Amendment and Complete Restatement of Entitlements, Standards and Conditions for the Snake River Canyon Ranch Resort Planned Unit Development Planned resort (SRCRR) is to incorporate Lot 1 (PID: 22-38-16-08-1-01-001) of Snake River Sporting Club Plat No. 1165 into SUB-AREA III of the Resort. The potential for the incorporation of Lot 1 to Sub SUB-AREA III is referenced in Division 2.3. of the Master Plan. As a result, all the development rights of Lot 1 will be incorporated into SUB-AREA III of the Master Plan. This will increase the total Development Units in SUB-AREA III by one, from 62 to 63 units, and will increase the Square Footage by 8,500 square feet, increasing it from 210,000 SQ. FT.to 218,500 square feet, and will increase the acreage by 1.54 acres (the size of Lot 1). This density transfer will effectively remove Lot 1 from the Canyon Club PRD and Golf Course as approved by DEV2002-0024.

This Amendment has been prepared in accordance with Dimensional Limitations established by the Master Plan approved by Teton County Planning Department on _____ ____, 2016. The final signed version is attached in Section 7 with edits to the appropriate pieces of text. A digital version of this text will be provided under separate cover.

D. FINDINGS FOR APPROVAL

Division 8.7.1.C. Text Amendment to the Master Plan

1. ***Is consistent with the purpose and organization of the LDRs.*** **Complies**. This amendment is consistent with the purpose and organization of both the Sketch Plan **(SKC2015-0001)**, which allows for the creation of a 5.2 acre "Astoria Hot Spring Site", and Conditional Use Permit(CUP-2015-0003) for the SRSC Golf Course and the development plan for the Club PRD **(DEV2015-0002)** wherein the transfer of density and all development rights moved to SUB-AREA III of the Snake River Master Plan.

2. ***Improves the consistency of the LDRs with other provisions of the LDRs.*** **Complies**. The proposed text amendment is consistent with the SRSC Master Plan and all other provisions therein.

3. ***Provides flexibility for landowners within standards that clearly define desired character.*** **Complies**. The proposed text amendment maintains the flexibility for landowners within the standards set forth within the Master Plan, which clearly defines the character of SUB-AREA III and all of development phases 1 thru 6. Including Lot 1 into SUB AREA III will add 1.54 acres of land and increase flexibility to place physical development within SUB AREA III.

4. ***Is necessary to address changing conditions, public necessity, and/or state or federal legislation.*** **Complies**. This amendment is necessary to reflect the changing in conditions as they exist today. The applicant now owns all the land in an around SUB AREA III and needs to incorporate Lot 1 into the SUB AREA so that it may developed in coordination with the standards and condition of the Resort and achieve a consistent character of the Resort..

5. ***Improves implementation of the Comprehensive Plan.*** **Complies.** This amendment applies to a SUB AREA III which falls within District 8.3: River Bottom/Canyon Corridor of the Comprehensive Plan. This Amendment is in accordance with the Comp Plan by assigning the transferred development rights of Lot 1 to SUB-AREA III , which is located away from the river and screened from the highway and is an area of increased density.

6. ***Is consistent with other adopted County Resolutions.*** **Complies.** Based on the enclosed application materials this Amendment complies with the previous approval all applicable standards of the Master Plan, LDRs and other County Resolutions.

E. PROPOSED DEVELOPMENT PROGRAM

1. **Development Summary** - This Amendment incorporates Snake River Sporting Club Plat No. 1165, Lot 1 = 1.54 acres into the Final Development Plan development in SUB-AREA III of the Amended Snake River Canyon Ranch Resort(SRCRR) Planned Unit Development Planned Resort (PUD-PR).

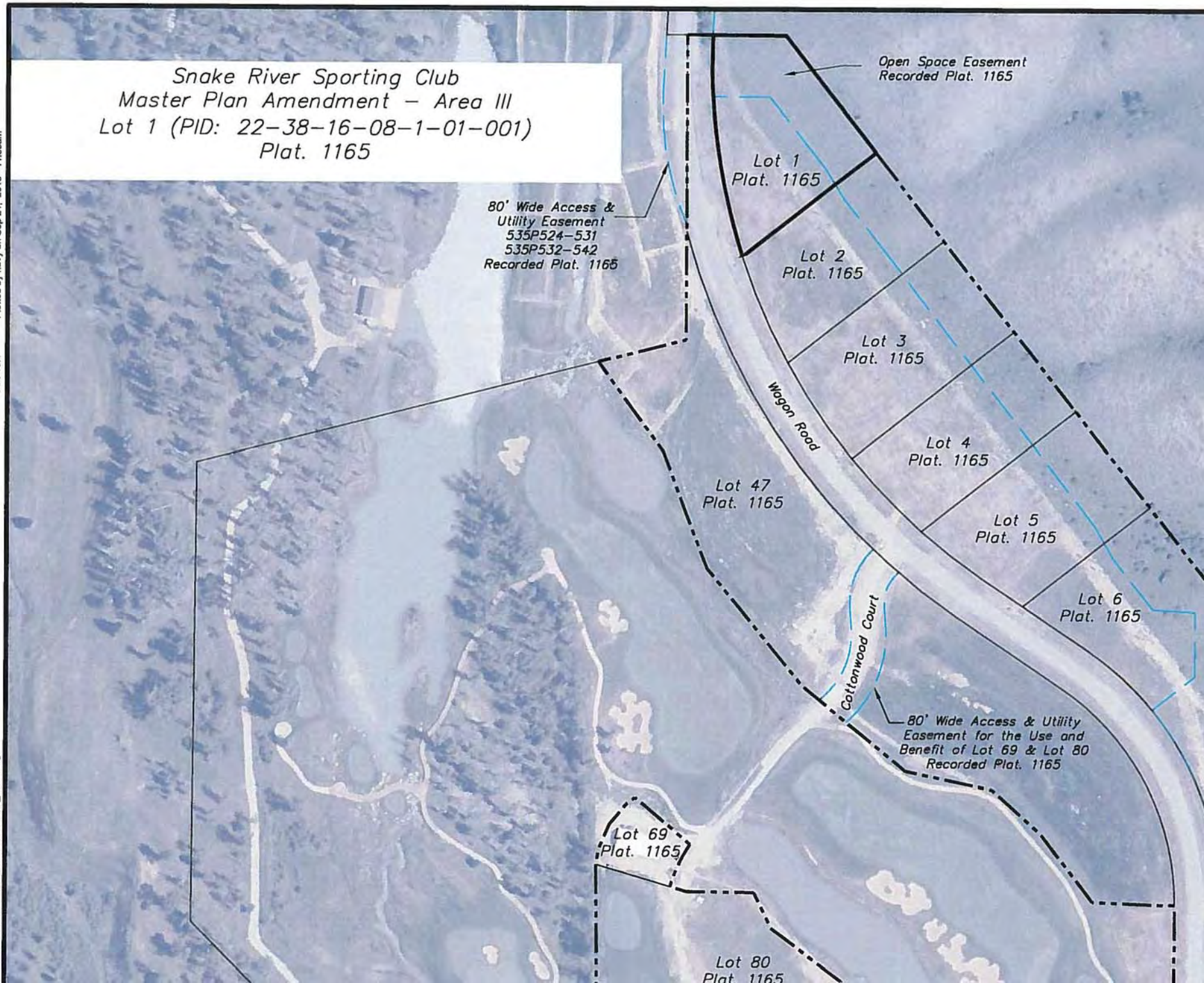
   This incorporation results in the addition of:

   - 1.54 acres, described as Lot 1 of the Snake River Sporting Club Plat No. 1165;
   - 8,500 square feet of development (increasing to a total of 218,500 square feet);
   - 1 (one) additional Development Unit (increasing to a total of 63 Units).

F. ZONE SPECIFIC STANDARDS

1. **Section 2.3 of Master Plan –** all development rights of Lot 1 transferred to SUB AREA III shall comply with Section 2.3 of the Master Plan. Where the Master Plan is silent, all development in SUB-AREA III will comply with Teton County Land Development Regulations(LDRs) dated October 19th, 2015,

SECTION 2 – EXHIBIT 1 11" X 17" FORMAT



The Following Xrefs:
Includes: 2015 Teton County Aerial Photo_State Plane [L:\CADD\CAD GIS Data

Plotted by rlevy on Sep 21, 2016 - 11:35am

Ver. 15.1

The Following Images:
U:\Tetco\TC\Images\2015\RGB\Teton2015.sid

U:\cad\20160912_15040_13_MP Amendment_Lot 1.dwg

SECTION 3 – MASTER PLAN TRACK CHANGES

CERTIFICATION OF AMENDMENT AND COMPLETE RESTATEMENT OF ENTITLEMENTS, STANDARDS AND CONDITIONS FOR THE SNAKE RIVER CANYON RANCH RESORT PLANNED UNIT DEVELOPMENT PLANNED RESORT

Know All Persons By These Presents that the Planning Director of Teton County, Wyoming, does hereby certify and states as follows:

1. On September 17, 2005, the Board of County Commissioners of Teton County, Wyoming, provided its approval and by execution of this Amendment and Complete Restatement of Entitlements, Standards and Conditions for the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort, which is consistent with the approvals made by the Board of County Commissioners of Teton County, Wyoming, and having been reviewed and approved by the Planning Director of Teton County, Wyoming, who has the authority to hereby grant final approval to be effective upon the date below.

2. The Amendment and Complete Restatement of the Entitlements, Standards and Conditions for the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort is derived solely from the Snake River Canyon Ranch Planned Unit Development District for Planned Resort PUD Resort Master Plan, which was originally approved by the Board of County Commissioners of Teton County, Wyoming, on July 6, 1999, amendments and deviations thereafter were approved on October 2, 2001, and any other amendments and conditions thereto were approved by the Board of County Commissioners of Teton County, Wyoming, prior to September 17, 2015, the date of approval of the Amendment and Complete Restatement of Entitlements, Standards and Conditions for the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort.

3. The Amendment and Complete Restatement of Entitlements, Standards and Conditions for the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort, approved by the Board of County Commissioners of Teton County, Wyoming, on September 17, 2015, shall hereby supplant, amend, supersede and completely replace in all particulars of the original Snake River Canyon Ranch Planned Unit Development District for Planned Resort PUD Resort Master Plan, which was approved by the Board of County Commissioners of Teton County, Wyoming, on July 6, 1999, and all subsequent amendments, minor amendments, and minor deviations thereto, adopted prior to the date of approval by the Board of County Commissioners of Teton County, Wyoming, on September 17, 2015.

IN WITNESS WHEREOF, Tyler Sinclair, the Planning Director of Teton County, Wyoming, does hereby set his hand to this Certification of Amendment and Complete Restatement of Entitlements,

Standards and Conditions for the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort, to be effective upon the date executed below.

PLANNING DIRECTOR OF
TETON COUNTY, WYOMING:

_____
Tyler Sinclair

The foregoing instrument was acknowledged before me by Tyler Sinclair, Planning Director of Teton County, Wyoming, on this _____day of _____, 20___.

WITNESS, my hand and official seal.

_____
Notary Public

My Commission Expires:

SNAKE RIVER CANYON RANCH RESORT MASTER PLAN

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Division 1. Snake River Canyon Ranch Resort - Planned Resort Zone

1.1. Title

The title of this document is established by Section 4.3.6. of the Teton County Land Development Regulations as "Snake River Canyon Ranch Resort Master Plan", and is referred to throughout the document as the "Resort Master Plan" or "Master Plan".

1.2. Purpose, Background and Intent

A. Purpose

This Master Plan, approved by the Planning Director of Teton County, Wyoming pursuant to the Teton County Land Development Regulations (LDRs) effective October 19, 2015, establishes the entitlements, standards and conditions for the development and use of the Snake River Canyon Ranch Resort (the Resort). This Master Plan establishes the zoning for lands within the boundaries of the Resort, which are more precisely defined and depicted on Attachment 2.

B. Background

The Snake River Canyon Ranch Resort (SRCRR) Planned Unit Development Planned Resort (PUD-PR) Master Plan was originally approved by the Board of County Commissioners on July 6, 1999 (DEV1999-0016). In conjunction with the 1999 PUD-PR Master Plan approval, the Teton County Official Zoning District Map was amended, rezoning approximately 195 acres of land from Rural to PUD-PR. In addition, a text amendment to the LDRs that reflected the new resort was approved at that time. The 1999 PUD-PR Master Plan approval allowed for a main lodge with a maximum of 28 hotel rooms, six condominiums, six single unit cabins, 16 duplex cabins, eight single family home sites, hot spring/spa facilities, platform tennis facilities, a helicopter pad and associated support and maintenance facilities for a heli-skiing operation, affordable and employee housing, and miscellaneous resort support facilities.

The Snake River Canyon Ranch Resort Planned Unit Development Planned Resort is one of six Resort Zones in Teton County, Wyoming, including Teton Village I, Teton Village II, Jackson Hole Golf and Tennis, Grand Targhee Resort, and Snow King Resort. Since the original approval of the resort zone, the Snake River Canyon Ranch Resort ownership went through a number of bankruptcies and ownership changes.

On September 17, 2015, the Teton County, Wyoming Board of County Commissioners approved an amendment to the SRCRR PUD-PR (PUD2015-0002) and approved accompanying Land Development Regulations Text Amendment (AMD2015-0003) and Zoning Map Amendment (ZMA2015-0002). These approvals include the removal of approximately 95 acres of land within the SRCRR PUD-PR, and rezoning this removed acreage as Park and Open Space. It also relocated 56 lodging units from land removed from the SRCRR PUD-PR land to a 20.04 acre receiving area previously within the Snake River Sporting Club Planned Residential Development. This 20.04 acre receiving area was subsequently rezoned PUD-PR and became part of the SRCRR. As a result of this 2015 amendment, the Resort is comprised of three Planned Resort Zone Sub Areas: Sub Area I - the 5.2 acre "Astoria Hot Spring Site", Sub Area II – the "Legacy Lots and Resort Infrastructure", and Sub Area III, the "Resort Lodging Core".

In conjunction with the approval of the SRCRR PUD-PR amendment, the Teton County Board of County Commissioners approved an overall Sketch Plan for the development of lands within the Resort. This sketch plan approval included approval of conceptual development plans for specific areas within the Planned Resort. As a result, the thresholds for required submittal and approval of Physical Development Permits are specific to the Resort and its Sub Areas and these Physical Development Permit threshold requirements are described within this Master Plan Document.

C. Intent (Teton County LDR Section 4.3.1.A.)

The purpose of the Snake River Canyon Ranch Resort - Planned Resort Zone is to provide for a mix of recreational, retail, and service-oriented activities which have a high degree of self-containment and provides economic and other benefits to the community. The Planned Resort Zone is intended to guide the creation or continuation of a planned development configured around a major recreational activity. The intent of this development type is to:

1. Encourage recreational activities that rely on indigenous natural attributes of the area, contribute to the community's character and economy and have a longstanding, beneficial role in the community; and
2. Provide flexibility for planning and developing recreational resort facilities in a creative, efficient and coordinated manner in order to provide quality visitor experiences; and
3. Create a process in which Teton County and the Town of Jackson collaborate with landowners in planning and designing resort master plans that meet community goals and respond to the unique circumstances of the resort area; and
4. Permit resort development that contributes to expanding the winter and shoulder economic seasons; and
5. Ensure that resort plans incorporate a mix of land uses, promote alternative modes of transportation, and provide a pedestrian-oriented community in order to alleviate traffic-related impacts; and
6. Ensure resort plans are consistent with the Comprehensive Plan, and therefore, are beneficial to the community; and
7. Enable long-range planning for infrastructure, capital facilities, and community land use patterns by establishing a level of predictability in the maximum potential size and character of each resort area; and
8. Ensure a balance is maintained between tourism and community that promotes social diversity but does not cause undesired shifts away from rural, western community character; and
9. Produce resort plans that make significant contributions toward protecting attributes of the community that are considered critical to the community's long-term health, welfare, and well-being.

1.3. Applicability

A. Repealer

This Master Plan shall supplant and replace for all purposes and in their entirety, the Snake River Canyon Ranch Planned Unit Development District for Planned Resort (PUD-PR) Resort Master Plan approved on July 6, 1999 and all subsequent amendments and minor deviations thereto adopted prior to the date of approval hereof by the Planning Director of Teton County, Wyoming.

B. Applicability of Master Plan

This Master Plan applies only to lands within the Snake River Canyon Ranch Resort boundaries, as depicted on the Official Zoning District Map. This Master Plan does not apply to lands within the Snake River Sporting Club Planned Residential Development that are outside the Resort boundaries. This Master Plan also does not apply to land zoned Park and Open Space that borders Sub Area I and Sub Area II of the Resort and is commonly referred to as the Astoria Hot Springs Park. The above notwithstanding, there exist separate individual documents that establish land use standards for land areas within the Snake River Sporting Club, the Astoria Hot Springs Park, and the Snake River Canyon Ranch Resort that apply to one, two, or all of these land areas. These documents include, but are not limited to the Improvement Service District Agreement applicable to these lands, the Snake River Canyon Ranch Master Declaration of Covenants, Conditions and Restrictions, the Snake River Sporting Club Owners Association bylaws, and the Snake River Sporting Club Architectural Review Board Design Guidelines. Refer to these documents for applicability of land use standards contained therein to lands within the Resort.

C. Expiration, Extension and Phasing

C.1. Expiration of Resort Master Plan

Time Frame: The Resort Master Plan shall expire three (3) years from the date of approval of this Master Plan unless a sufficient application for approval of a Development Plan is filed with the Planning Department. The approved Master Plan shall expire five (5) years from the date of approval unless there is commencement of construction or operations of land uses or activities in accordance with a phasing plan approved in conjunction with the approval of a Final Development Plan.

Effect: Upon expiration of the Resort Master Plan, LDR Section 4.3.1.E.8.b shall apply.

C.2. Extension

1. The Resort Master Plan expiration date may be extended by the Board of County Commissioners provided a written request for extension is received at least thirty (30) days prior to expiration of the Resort Master Plan.
2. **Procedure:** The request for extension shall be reviewed by the Board of County Commissioners at a regularly scheduled meeting, by which time a public hearing notice shall be advertised and any

necessary information pertinent to the extension request can be made available. The Resort Master Plan shall be deemed extended until the Board of County Commissioners acts upon the request for extension.

3. **Grounds for Extension:** The grounds for extending the Resort Master Plan approval shall be specified by the Board and shall include, but not be limited to, the following:
    a. **No change in conditions**: Conditions in the community have not substantially changed since the original Master Plan approval. No extension shall be granted if the Board finds that changes in the community result in the Resort plan being inconsistent with the community's land use patterns, the LDRs, or the community's ability to provide infrastructure and services to accommodate the Resort; and
    b. **Good faith efforts**: Activities and investments on the part of landowners within the Resort demonstrate good faith efforts in pursuing the development permitted by the Resort Master Plan.
4. **Reconsideration:** If development within the Resort fails to proceed in general accordance with the approved phasing plan, the BOCC may require reconsideration of the Master Plan as appropriate.
    a. **Amendment:** Amendment of the phasing plan shall be appropriate of either an acceptable alternative phasing plan that meets the standards of this Section or a development schedule acceptable to the BOCC for regaining compliance with the original phasing plan in presented.
    b. **Revocation:** Revocation of the Master Plan shall have the effect of forfeiting all rights within the Resort to any further development according to the Resort Master Plan and shall be appropriate if:
        i. No material progress has been made in development of the resort for ten (10 consecutive years, or
        ii. There is substantial noncompliance with the performance objectives specified in the conditions of approval, or the monitoring program, and no agreement can be reached between representatives of the landowners within the Resort of applicant of record and the BOCC for bringing the Resort development into compliance with the standards of this Section.
    c. **Procedure:** The BOCC shall hold a public hearing, in accordance with Sec 8.2.10 of the LDRs for the purpose of examining the development that has occurred within the Resort and is consistency with the Master Plan. The BOCC shall issue a determination as to whether the amendment or revocation of the Master Plan is appropriate, in accordance with the above specified standards. Revocation of the Master Plan shall be accomplished by amending the Resort area on the Official Zoning Map from Planned Resort Zone to the zone that existed prior to the approval of the Resort Master Plan.

C.3. Phasing Requirements

1. Phasing requirements for the overall Resort is limited to the Resort road and infrastructure maintenance and improvement requirements. The Resort road and bridge infrastructure phasing shall comply with the following standards:

    a. Prior to issuance of the first Use, Physical Development, or Development Option Permit within the Resort the Improvement Service District, or other entity approved by the Teton County Planning Director, shall be responsible for installing appropriate signage, to be approved by the Teton County Engineer, at each bridge end.
    b. An Improvement Service District, or other entity approved by the Teton County Planning Director, shall be created within three years of the approval of the first Use, Physical Development, or Development Option Permit to ensure that all landowners south of Astoria Bridge will be responsible for the safe operation and maintenance of the road and bridge infrastructure serving the Resort.
    c. Prior to issuance of the first Use, Physical Development, or Development Option Permit within the Resort after adoption of this Master Plan by Teton County, the ISD, or other entity approved by the Teton County Planning Director, shall install and maintain a traffic counter, capable of capturing peak hour counts, during peak operation across the Astoria Bridge. The traffic counter shall be in place and operational year round. Traffic count reports, including daily and peak hour counts shall be summarized and reported to Teton County annually. An observational traffic movement study shall be conducted annually in July during one calendar week during normal operational hours (defined as 7 am to 6 pm) to observe and document actual vehicle queuing/stacking and peak hour traffic counts for both weekday and weekend timeframes. This study shall be conducted by an independent qualified engineering firm with experience in transportation/traffic engineering. This study shall also produce a qualitative functional analysis (level of service). This annual study shall be provided by October 30th of the same

calendar year to the Teton County Engineer. If during the reporting time, vehicle staking into the US 89 clear zone (30') is observed (with the exception of any special event that implements traffic control) the ISD shall be required to implement a mitigation plan to reduce the vehicle queuing length to be outside the 30' clear zone of US 89. Mitigating measures, include, but are not limited to, installing traffic signals, controlling the number of vehicles entering the site, various traffic demand management tactics or improvements to the bridge facility.

d. Prior to issuance of the first Use, Physical Development or Development Option Permit, within the Resort after adoption of this Master Plan by Teton County, the applicant shall be required to provide the following to the Teton County Engineer for review, approval or approval subject to additional conditions and requirements:

   i. Documentation of an official agreement with the US Forest Service formalizing Jonny Counts Road/South Hoback Junction Road for emergency access and limited construction access purposes in instances where the load cannot meet the height limits of the Astoria Bridge. If and official agreement has not been reached at that time, the ISD, or other entity approved by the Teton County Planning Director, shall either provide written documentation from the US Forest Service regarding anticipated timing for an agreement or confirmation that an agreement is not possible, to be submitted to the County Engineer.

   ii. Documents necessary for the establishment of the proposed Improvement Service District, or other entity approved by the Teton County Planning Director, which will be charged with the operation and maintenance of the Astoria Bridge, monitoring and submittal of traffic counts as required above, development and management of the proposed community traffic awareness program, evaluation implementation and enforcement of traffic demand management strategies, including, but not limited to those described in the June 23, 2015 memo prepared by Jorgensen Associates (attached to this Master Plan as Attachment 6) and establishment of a long term capital plan to create a reserve fund for the eventual capital needs of the bridge.

2. There is no other phasing requirement of the Resort as a whole. Each Sub Area shall provide a revised phasing plan that incorporates necessary infrastructure improvements, any housing requirements, and a monitoring plan with performance measures as required by this Master Plan and the LDRs that is specific to that Sub Area. Refer to each individual Sub Area within this Master Plan for phasing requirements specific to that Sub Area.

1.4. Relationship Between Regulations and Interpretation

A. Relationship to Land Development Regulations

When this Master Plan refers to the LDRs, or where they are silent and the LDRs are used for guiding the development or use of properties within the boundaries of the Snake River Canyon Ranch, Teton County LDRs version effective on October 19, 2015, shall apply. Should future amendments to the Teton County LDRs contain less restrictive standards limitations of restrictions, a Property Owner must apply for a Minor Amendment to the Master Plan to change the LDRs referenced in the Master Plan in order to take advantage of the less restrictive standard. See Minor Amendment procedures section of this Master Plan.

B. Interpretation

The Teton County Planning Director shall be responsible for interpreting this Master Plan and shall base his/her interpretation first, on the information contained within this Master Plan, and second, on the clear legislative intent of the Board of County Commissioners in its approval and adoption of PUD 2015-0002. With the exception of the modification to the basis for interpretation made herein, the provisions of Section 8.6 of the LDRs effective October 19, 2015 shall govern the findings to be considered in rendering interpretations of this Master Plan, and the procedure for requesting an interpretation of this Master Plan. Pursuant to Section 8.6 of the LDRs, only a Property Owner within the boundaries of the Resort may request an interpretation of this Master Plan.

1.5. Administrative Procedures

A. Subject to Land Development Regulations:

Unless otherwise noted in this document, all provisions of the LDRs dated October 19, 2015, shall apply. In the event of a contradiction between this Master Plan and the LDRs this Master Plan shall govern and control.

B. Procedures and Requirements to Amend Approved Master Plan

B.1 Major Amendments:

Major Amendments to the Master Plan include any expansion or increase to the overall resort area, density, physical development standards, uses or development or subdivision options that cannot be considered a Minor Amendment. Major Amendments to the Master Plan do not include a reduction in the resort area, density or intensity of use, or a revision to the physical development standards that decreases the allowable maximum or increases the allowable minimum. Major Amendments to the approved Master Plan also do not include any transfer of development rights from Sub Area II to Sub Area III, if such transfer does not include an expansion to the boundaries of Sub Area III. In such cases, the transfer of development rights shall be considered a Minor Amendment and shall be reviewed and approved as a Development Option Plan pursuant to Sections 8.5.2 and 4.3.1. of the LDRs. In cases where transfer of development rights from Sub Area II to Sub Area III includes the expansion of the boundaries of Sub Area III, such transfer shall be considered a Major Amendment and acted upon in accordance with the procedures and requirements for Major Amendments.

Only a property owner, or authorized agent of a property owner, within the Resort may apply for a Major Amendment to the Master Plan. The Major Amendment shall be reviewed and acted upon pursuant to the procedures set forth in Section 8.2.13.D of the LDRs dated October 19, 2015. The amendment shall be subject to all applicable standards of the LDRs dated October 19, 2015.

B.2 Minor Amendments:

Minor amendments to this Master Plan may be approved by the Planning Director. Minor Amendments will require a Pre-application conference pursuant to LDR Section 8.2.1. The Planning Director shall be required to determine sufficiency of the Minor Amendment application within 14 days of submitting the application and render a decision on the application for Minor Amendment within 60 days after the date of sufficiency. The above notwithstanding, the Planning Director may choose to elevate the Minor Amendment pursuant to LDR Section 8.2.9. The minor amendment shall comply with the following standards:

1. The proposed minor amendment does not increase the total amount of development permitted within the Resort.

2. The proposed minor amendment does not materially affect other property owners within the Resort.

All of the following findings shall be made in order for the Planning Director to approve Minor Amendments:

1. That the minor amendment is consistent with the PUD-PR Division of the Teton County LDRs dated 10/19/15; and

2. That the minor amendment is consistent with the Conditions of Approval of the Amendment to the Snake River Canyon Ranch Resort Planned Unit Development PUD 2015-0002; and

3. That the minor amendment is consistent with the applicable provisions of the LDRs dated October 19, 2015; and

4. That the minor amendment is consistent with the applicable provisions of the Jackson/Teton County Comprehensive Plan in affect at the time of approval of the Amendment to the Snake River Canyon Ranch Resort Planned Unit Development PUD 2015-0002; and

5. That the amendment provides for greater administrative clarity in carrying out the purpose and intent of the Master Plan; and

6. That the minor amendment reflects changes in the regulations or policy of Teton County.

B.3. Amendments are Included in Master Plan:

Any amendment approved by Teton County shall thereafter become a part of the Master Plan. The Master Plan shall be revised and amended within 1 year of the final approval of the amendment to reflect the

standards, conditions and entitlements approved. Any application to Teton County that acts upon the approved amendment shall not be delayed by Teton County as a result of this requirement to amend the Master Plan.

Time Frame: All amendments shall be considered a part of the Master Plan unless the Master Plan is not revised and amended within 1 year of the approval of the amendment to reflect the standards, conditions and entitlements of the approved amendment within one year, at which time the amendment shall expire.

1.6. Establishment of Resort Areas and Sub Areas

This Master Plan establishes the area of land within the Snake River Canyon Ranch Resort and further establishes specific Sub Areas within the Resort.

The Snake River Canyon Ranch Resort consists of approximately 112 acres of land approximately three miles south of Hoback Junction on Wyoming Highway 89. The Resort is located on the east bank of the Snake River and is bordered by US Forest Service land to the east, and the Snake River Sporting Club PRD to the South. Access to the Resort is provided by the one lane Astoria Bridge crossing the Snake River.

The Resort consists of three distinct sub areas: Sub Area I – "Astoria Hot Springs Site", Sub Area II – "Legacy Lot and Resort Infrastructure", and Sub Area III - "Resort Lodging Core". Each Sub Area has entitlements, standards and conditions that are unique and specific to the respective Sub Area. In addition, entitlements, standards and conditions exist that are common to all Sub Areas. Each Sub Area also has individual infrastructure standards and conditions unique to that Sub Area as well as common to all Sub Areas.

Sub Area I – Astoria Hot Springs Site:

Sub Area I, the "Astoria Hot Springs Site" consists of 5.2 acres of land area located on the bank of the Snake River, it is the northernmost portion of the Resort. This sub area contains the geothermal Astoria Hot Springs, a helicopter landing pad, road and parking infrastructure, the "Johnny Counts Cabin", and recreational support amenities. Land within the Astoria Hot Springs Site is designated for parkland use, including hot springs pools for swimming/soaking, trails and pathways, and river access that shall be open to the public. Sub Area I is designed to take advantage of the natural environmental setting and highlight the natural resources of the site with the hot springs bathing and spa facilities being the central recreational activity, providing a mountain resort experience for visitors and locals.

Sub Area II – Legacy Lots and Resort Infrastructure:

Sub Area II, the "Legacy Lots and Resort Infrastructure" Sub Area consists of seven individual lots. Ranging in area from approximately 1 acre to approximately 32 acres, these lots are referred to in plats and previous Teton County development approvals as Canyon Homes, River Homes, and Ranch Homes. Building envelopes for each of these lots are approved and recorded with the Teton County Clerk.

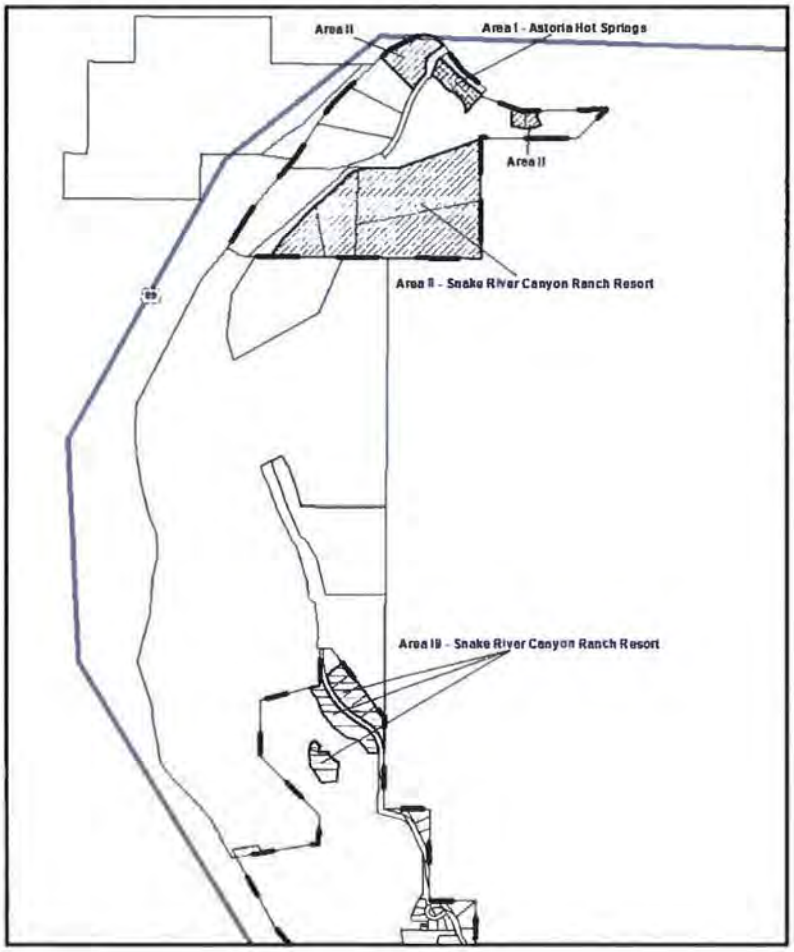
These building envelopes were approved by Teton County and are the approved building envelopes under the Snake River Canyon Ranch Master Declaration of Covenants, Conditions and Restrictions. Any changes or amendments to these building envelopes require approval from the Snake River Sporting Club Owners Association. Teton County shall review and approve development on lots within Sub Area II based on the provisions of this Planned Resort Master Plan.

The Legacy Lots within Sub Area II are designated and approved for residential, infrastructure, and short-term rental use. The physical development standards for each lot are based on the lot's overall area and physical characteristics. Therefore, each lot will have individual and unique development standards and infrastructure requirements. Sub Area II is also the site of existing and potential new infrastructure that serves, or will serve, the Resort. This infrastructure includes but is not limited to utility facilities such as water and wastewater facilities, and wireless communication facilities.

Sub Area III – Resort Lodging Core:

Sub Area III, the "Resort Lodging Core" consists of 20.04 acres of land area and includes the most intensive development entitlements within the Resort. The 20.04 acres of land is comprised of what was previously known as lots 1-6, 47, 69, and 80 of the Snake River Sporting Club PRD.

Map of Overall Planned Resort Zone



A NEW MAP WILL BE INCLUDED IN THE FINAL VERSION.

Figure 1: Map of Snake River Canyon Ranch Resort Area - for illustration purposes only. See Attachment 2 for legal description

1.7. Definitions

Purpose: The purpose of this section is to define words, terms and phrases contained within the Master Plan to explain the relationship between this Master Plan and the Teton County Land Development Regulations. Any term not defined herein shall have the meaning as defined in the Teton County Land Development Regulations effective October 19, 2015.

Astoria Bridge: Shall mean the bridge, in its existing form at the time of approval of this document or as may be changed, improved, or replaced in the future, that crosses the Snake River from US Highway 89 and provides access to the Astoria Hot Springs and Snake River Canyon Ranch Resort Planned Unit Development Planed Resort.
Building: Shall mean any structure having a roof supported by columns or walls; and enclosed structure, including tarpaulin structures, designed or used for the housing or enclosures of persons, animals, chattels or property of any kind; or attached appurtenance thereto, but not including an advertising sign board, fence, tepee, tent, or similar temporary structure.
Density: Shall mean the number of individual dwelling units and lodging units, including detached single family, attached single family, apartment, condominium, townhouse, or other type of residential dwelling unit or lodging unit permitted to be constructed or occupied on a lot, site, sub-area or other part or portion of the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort.

Design Guidelines: Shall mean the Snake River Sporting Club Architectural Review Board Design Guidelines for the Snake River Sporting Club. (Despite the title of the Design Guidelines referring to the Snake River Sporting Club, they apply to land within the Resort)
Dwelling Unit: Shall mean any individual dwelling units or lodging unit, including detached single family, attached single family, apartment, condominium, townhouse, or other type of residential dwelling unit or lodging unit permitted to be constructed or occupied on a lot, site, sub-area of and other part or portion of the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort.
Employee Housing Agreement: Shall mean the "Employee Housing Transfer Fee Agreement and Restrictive Covenant" between Teton County, Wyoming, a duly organized county of the State of Wyoming ("Teton County") and CYGNUS, SRSC, LLC ("SRSC"), a Georgia limited liability company, which is included herein by reference.
Floor Area: Shall mean the area of all floors interior to an enclosed building that have at least 5 feet of clearance between floor and ceiling. Floor area shall be measured to the exterior face of the structural members of the wall. Roofed architectural recesses and open covered porches are not considered interior to the building. A building with at least 50% of its perimeter open to the outside shall not be considered enclosed.
Heliport: Shall mean the specific area, permitted by the Federal Aviation Administration (FAA) and identified by the FAA as Airport Identifier 97WY, that may be used for the landing and takeoff of helicopters in a manner and volume consistent with the terms of the FAA permit and for the purposes and uses approved by the Federal Aviation Administration and any associated permits that are issued for a Heliport within the Snake River Canyon Ranch Resort boundary.
Hot Springs or Astoria Hot Springs: Shall mean the geothermal hot springs pools, located in Sub Area I that have been determined to not qualify as wetlands protected under the LDRs pursuant to EVA2014-0008, as they may be developed, created, shaped or constructed into pools that are for the recreational purpose of swimming, bathing or soaking and shall be open to the public.
Improvement Service District: Shall mean the Snake River Sporting Club Improvement and Service District.
Land Development Regulations: Shall mean the Teton County Land Development Regulations effective October 19, 2015.
Master Plan or Resort Master Plan Shall mean the Amendment and Complete Restatement of the Entitlements, Standards and Conditions for The Snake River Canyon Ranch Resort Planned Unit Development Planned Resort and approved by the Teton County Board of County Commissioners on September 17, 2015.
Owners Association: Shall mean the Snake River Sporting Club Owners Association, Inc. (The Owners Association applies land use standards to land area both within and outside the Resort Boundaries, including the Snake River Sporting Club and the Astoria Hot Springs Park).
Provisional Campground: Shall mean a use permitted within Sub Area III as a Basic Use that allows for up to four (4) Campground units, defined as mobile homes, recreational vehicles, trailers, campers, tents and Recreational Park Trailers, based on the provisions and limitations found within Master Plan Section 2.3 – Standards Applicable to Sub Area III – Resort Lodging Core.
Property Owner: Shall mean any owner(s) of real property within the Snake River Canyon Ranch Resort.
Resort: Shall mean the Snake River Canyon Ranch Resort in whole or in part.
Resort Support Uses: Shall mean those facilities that provide amenities to and/or support for the operation of the overall Resort and that are incidental and subordinate to the principle Resort Use. Examples of Resort Support Uses include daycare facilities, eating areas, outdoor eating establishments not associated with a restaurant, housekeeping facilities, laundry, spa rooms, athletic facilities, gyms, restrooms, recreation areas, locker rooms, bar or conference/meeting space, employee housing, maintenance facilities, offices related to Resort operations, facilities and amenities for recreational activities associated with the Resort, assembly and reception/event uses, and similar uses. Resort Support Uses are incidental to the Resort use(s) and are intended primarily for the use of resort owners, visitors and guests as determined by resort owners and management. Resort Support Uses are those uses that are commonly integrated into the operation of the Resort use(s) even if the Resort Support Use would be classified as a different use if it were separated.
Sales Office: Shall mean a Real Estate Sales office located in a structure placed on a site and used as a sales office or meeting place for marketing, sales and lease of dwelling units or other type of development within the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort.
Signage Plan: Shall mean the Signage Plan included within the Snake River Sporting Club Architectural Review Board Design Guidelines, which in included herein at Attachment 7.
Single Family Lot: Shall mean any and all of the single family lots located within the boundaries of the Snake River Canyon Ranch Resort.
Snake River Sporting Club: Shall mean the Snake River Sporting Club Planned Residential Development.
Snake River Sporting Club Owners Association: Shall mean the entity created by the Snake River Canyon Ranch Master Declarations of Covenants, Conditions and Restrictions that is charged with enforcing the Snake River Canyon Ranch Master Declarations of Covenants Conditions and Restrictions, as may be amended from time to time.
Snake River Canyon Ranch Master Declarations of Covenants, Conditions and Restrictions: Shall mean the Master Declaration of Covenants, Conditions and Restrictions that govern the development and use of the lands

within the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort, which may be amended or revised from time to time.
Structure: Shall mean any building, bridge, fence, pole, tower, deck, liquid storage tank, gazebo, pier, dam, culvert, satellite dish, personal wireless telecommunication facilities, or other construction or erection greater than 4 feet in height excluding artwork, such as sculptures.
Sub Area: Shall mean any and all of the three individual Sub-Areas, described as Sub Area I, Sub Area II and Sub Area III within the Snake River Canyon Ranch Resort.
Temporary Shelter: Shall mean a mobile or manufactured home or conventional camping unit temporarily occupied while a residential unit with a valid building permit is being constructed.
Transfer Fee: Shall mean the 1% transfer fee for and payment of an In-Lieu Fee as required by the terms of the Employee Housing Agreement, which shall be collected in perpetuity and shall not expire.

1.8. Abbreviations

BOCC	Teton County Board of County Commissioners
EA	Environmental Analysis
ISD	Improvement Service District
LDRs	Teton County Land Development Regulations dated October 15, 2015
n/a	Not Applicable
PRD	Snake River Sporting Club Planned Residential Development
PUD-PR	Planned Unit Development – Planned Resort Zoning
CC&Rs	Snake River Canyon Ranch Master Declaration of Covenants, Conditions and Restrictions
SRCRR	Snake River Canyon Ranch Resort
SRSC	Snake River Sporting Club
SRSC-ARB	Snake River Sporting Club Architectural Review Board
WYDEQ	Wyoming Department of Environmental Quality

1.9. List of Attachments

The following documents are attached hereto and made a part hereof.

1. Subdivision Plats for Lots within Sub Area II
2. Legal descriptions of Resort Sub-Areas
3. Sub Area II Building Envelopes
4. Improvement Service District Agreement
5. Sub Area III Avalanche study
6. Jorgensen Associates P.C. Memo titled "Astoria Hot Springs Park and Snake River Sporting Club Response to Engineering Comments" dated June 23, 2015 bridge memo dated June 23, 2015
7. Snake River Sporting Club Architectural Review Board Design Guidelines Signage Plan

Division 2. Standards Applicable to Individual Resort Sub Areas

2.1. Standards Applicable to Sub Area I – Astoria Hot Spring Site

A. Intent and Purpose

The purpose of Sub Area I – Astoria Hot Springs Site shall be open to the public to provide the public and resort guests with the opportunity to access and enjoy a hot spring bathing experience and to ensure there are sufficient support facilities and amenities to provide for the safe, convenient and enjoyable use of the Hot Springs. The Astoria Hot Springs site, while included within the Resort, is bordered by approximately 95 acres of land zoned Park and Open Space. The Hot Springs site and the park are intended to and shall function together collectively as a family oriented recreational park.

Map of Sub Area I

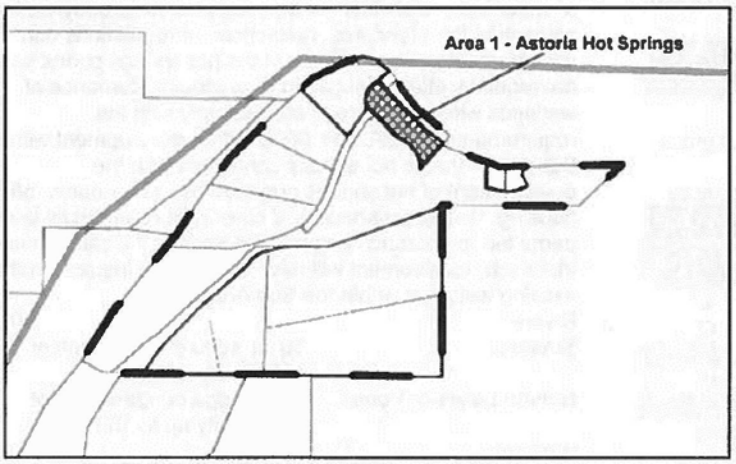


Figure 2: Map of Astoria Hot Springs Site, for illustration purposes only. See Appendix 2 for legal description

B. Physical Development Standards

Standards applicable to the physical development of Sub Area I are provided within this sub-section. Cross references provided refer to specific sections of the LDRs.

B.1. Structure Location and Mass

	LSR (min)	Street Setback (Min)	Side Setback (Min)	Rear Setback (min)	Height (max)	FAR (max)
All Allowed Uses	.66	5'	5'	5'	20'	n/a *

Exceptions: All uses: street/side/rear yard projections, including cornices, canopies, eaves, decks, porches, bay windows, chimneys, patios, and similar architectural features may encroach into any setback not more than 5'.

* There is no explicit floor area ratio within Sub Area I. The overall Sub Area I is permitted to contain a maximum of 9,000 s.f. of development, excluding floor area dedicated to employee housing, with no limitation on maximum scale of development.

B.2. Maximum Scale of Development

Individual Building (max gross FA):

Individual Building: 9,000 s.f.

B.3. Building Design

All Building Materials:

External surfaces shall be non-reflective. Colors shall blend into terrain using muted colors and earthy hues.

Note: Sub Area I is subject to certain Snake River Sporting Club Design Guidelines which may be amended from time to time. Approval of building designs by the SRSC-ARB is required prior to building permit submittal to Teton County.

B.4. Site Development

Site Development Setbacks (min)

Side/Rear	½ the structure setback
Front	
40%of lineal frontage	½ the structure setback
60% of lineal frontage	structure setback
No other limitations apply	

Exemptions:

Driveways providing access across street yard, and shared parking and driveways

B.5. Landscaping: LDR Div. 5.5

Plant Units (min)

Residential	1 per DU
Nonresidential	1 per 1,000 s.f. of gross floor area
Parking Lot	1 per 8 parking spaces

B.6. Fencing: LDR Sec. 5.1.2

Wildlife friendly fencing

Special Purpose Fencing Height

In Street Yard:	4'
In Side or Rear Yard:	6'

Special Purpose Fencing Setback:

Any Yard	0'

Exemptions:

As recognized in Teton County LDR Section 5.1.2, there exist exemptions for "Special Purpose Fencing", including fencing for swimming pool enclosures. It is likely that special purpose fencing exemptions to the Wildlife Fencing Standards will be required.

B.7. Environmental Standards:

The amendment to the SRCRR PUD-PR (PUD2015-0002) approved by the BOCC on September 17, 2015, along with the associated Zoning Map Amendment (ZMA2015-0002) included the preparation and approval of an Environmental Analysis that looked closely at the protected resources and potential impacts of development within and in the vicinity of the Sub Area I – the Astoria Hot Springs Site. The EA found that the development configuration approved in the Sketch Plan (SKC 2015-001) approval associated with PUD2015-0002 combined with the transfer of previously approved development entitlements in the vicinity of Sub Area I to Sub Area III of the Resort, along with rezoning approximately 95 acres from PUD-PR to Park and Open Space zoning will reduce the intensity of use and development in the vicinity of Sub Area I and will minimize or reduce overall impacts to wildlife and wildlife habitat and movement corridors when compared to previous entitlements. This notwithstanding, the EA contains conditions of approval that will apply to development and use within Sub Area I. Based on the above, all future applications for development within Sub Area I will not require additional natural resource impact review, including the preparation and/or review of additional Environmental Analysis. At the time of submittal of a Development Plan Permit or Use Permit application, development will be subject to natural resource impact mitigation requirements based on the preparation and evaluation of a Use Management Plan. The Use Management Plan will include a requirement that an environmental professional evaluate the intensity, operational characteristics, and potential impacts of the uses at Development Plan or Use Permit approval based on the previously approved Environmental Analysis. A final mitigation plan must be included with Development Plan and final mitigation requirements will be part of Development Plan approval.

Natural Resource Buffers: LDR Sec. 5.1.1

The purpose of Sub Area I is to provide the public with access to Astoria Hot Springs. Based on an Environmental Analysis Review for the Astoria Hot Springs Park (EVA2014-0008) it was determined that the wetlands associated with the existing hot springs ponds were determined not to qualify as wetlands protected under the LDRs. Therefore, Hot Springs shall be considered swimming pools for the purpose of this Resort Master Plan and shall not be considered a river, stream, natural lake/pond, wetland, ditch or other form of water body and shall not be subject to waterbody/wetland setback/buffer standards, restrictions or regulations and development in the proximity of the hot springs ponds shall not require wetland mitigation. Any other disturbance of wetlands within Sub Area I shall comply with the requirements of EVA2014-0008. Other development within Sub Area I that is not directly connected with the development of hot springs pools, such as restrooms, offices, housing, restaurant space and other light commercial uses is permitted to encroach into the Hot Springs if it can be shown that such development will have no adverse impact to other existing wetlands within the Sub Area.

Rivers:	20'
Streams	50' or edge of riparian plant community up to 150'
Natural Lakes or Ponds:	50' or edge of riparian plant community up to 150'
Wetland:	30'

Irrigation Ditch/Pond Setback: LDR Sec. 7.7.4.D

Irrigation Ditch/Pond:	15'

Wild Animal Feeding LDR Sec. 5.1.3

Wild Animal Feeding Prohibited

Natural Resource Overlay (NRO) Standards LDR Sec. 5.2.1

Bear Conflict Standards LDR Sec. 5.2.2

Bear resistant trash required in conflict area 1

B.8. Scenic Standards:

Exterior Lighting: LDR Sec. 5.3.1

Total cut off angle (max)	90
Illumination in footcandles	.50
Height	15'

Scenic Resource Overlay (SRO) Standards LDR Sec. 5.3.2

The amendment to the SRCRR PUD-PR (PUD2015-0002) approved by the BOCC on September 17, 2015, along with the associated Zoning Map Amendment (ZMA2015-0002) included the preparation of a Visual Resource Analysis that demonstrated that the amendments to the PUD-PR resulted in reduced visual impacts to the scenic foreground when compared to the prior SRCRR PUD-PR approval. Any additional site specific scenic resource analysis shall base findings, conclusions and recommendations on the reduction of visual impacts has resulted from the transfer of development rights from Sub Area I to Sub Area III within the Resort approved under PUD2015-0002. Pursuant to SKC 2015-0001 Condition of Approval #4, "Prior to Approval of a Development Plan for Sub Area I, the applicant shall be

required to submit a more detailed visual analysis of the bulk and scale proposed, to ensure that development is adequately screened and visual impacts are minimized." Any site specific visual resource analysis for Sub Area I shall be reviewed for compliance by the Planning Director pursuant to Section 8.6.2. of the Teton County LDRs

B.9. Natural Hazards to Avoid:	
Steep Slopes	LDR Sec. 5.4.1
Development Prohibited:	Slopes >30%
Areas of Unstable Soils:	LDR Sec. 5.4.2
Fault Areas:	LDR Sec. 5.4.3
Floodplains:	LDR Sec. 5.4.4
Wildland Urban Interface	LDR Sec. 5.4.5

B.10. Signs:	LDR Div. 5.6
Allowable Signage	
No limitation. Subject to Development Plan approval	
Sign Area	
See Snake River Sporting Club Architectural Review Board Design Guidelines Signage Plan (Attachment 7). Subject to Development Plan approval.	
Sign Height:	
See Snake River Sporting Club Architectural Review Board Design Guidelines Signage Plan (Attachment 7). Subject to Development Plan approval.	

B.11. Grading, Erosion Control, Stormwater:	
Grading	LDR Sec. 5.7.2
Erosion control	LDR Sec. 5.7.3
Erosion shall be controlled at all times	
Stormwater Management	LDR Sec. 5.7.4
No increase in peak flow rate or velocity across property lines.	

B.12. Required Physical Development Permits

The following identifies the required physical development permits for development within Sub Area I:

Physical Development	Sketch Plan	Development Plan	Building Permit	Sign permit	Grading permit
Development up to 9,000 s.f. of floor area	Approved	Required	Required	Included with FDP	LDR Sec. 5.7.1

Note: No Conditional Use Permit is required for development within Sub Area I unless explicitly identified in Master Plan Subsection 2.1.C.1 below.

C. Use Standards

Standards applicable to uses in Sub Area I of the Resort are provided or referenced below. Allowed uses are listed in Master Plan Subsection 2.1.C.1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to LDR section 6.1.2.D.

C.1. Allowed Uses				C.2. Use Requirements	
Use	Permit	BSA (min)	Density (max)	Parking (min)	Employees required to be housed
Open Space					
Agriculture	Y	0 ac.	n/a	n/a	Exempt
Residential					
Detached Single Family	Y	0 s.f.	n/a*	2/DU	Exempt
Attached Single Family	Y	0 s.f.	n/a*	2/DU	Exempt
Resort Support Use					
All Resort Support Uses	Y	0 s.f.	n/a	Independent calc	Exempt
Commercial					
Office	B	0 s.f.	n/a	Independent calc	See MP Sec.2.1.E
Retail	B	0 s.f.	n/a	Independent calc	See MP Sec.2.1.E See MP Sec.2.1.E
Restaurant/Bar	B	0 s.f.	n/a	Independent calc	
Amusement/Recreation					
Outdoor Recreation	B	0 s.f.	n/a	Independent calc	Independent calc.
Developed Recreation	B	0 s.f.	n/a	Independent calc	Independent calc.
Institutional					
Assembly	B	n/a	n/a	Independent calc.	Exempt
Daycare/Education	B	n/a	n/a	Independent calc.	Exempt
Transportation/Infrastructure					
Wireless communication Facilities	6.1.10.D	0 s.f.	n/a	1/employee + 1/stored vehicle	Exempt
Heliport	C, See Sec. 6.1.10.E.2.d	0 s.f.	n/a	Independent calc	Exempt
Accessory Uses					
Accessory Residential Unit	Y	0 s.f.	n/a*	2/DU	Exempt
Home Occupation	B	0 s.f.	n/a	n/a	Exempt
Home Business	B	0 s.f.	n/a	1/DU	Exempt
Receptions/Events	C	0 s.f.	n/a	Independent calc	Exempt

Temporary Uses					
Real Estate Sales Office	Y	0 s.f.	n/a	3.3/1,000 s.f.	Exempt
Temporary Shelter	Y	0 s.f.	1/ valid bld. Permit**	2/DU	Exempt
Temporary Gravel Extraction and Processing	B	0 s.f.	n/a	1/employee	Exempt
Farm Stand	B	0 s.f.	n/a	5/1,000 s.f. display area	Exempt

Y = Allowed Use, no use permit required, B= Basic Use Permit (LDR Sec. 8.4.1), C= Conditional Use Permit (LDR Section 8.4.2)

* There is no residential density limitation within Sub Area I. All residential uses shall be limited to deed restricted Employee Housing.

** Temporary Shelter is an allowed use and shall be permitted in accordance with Section 6.1.12.D. of the LDRs.

C.3. Maximum Scale of Use

Individual Use (floor area) (max)

No limitations apply.

C.4. Operational Standards LDR Div. 6.4

Division 6.4 of the LDRs apply.

In addition, Sub Area I - Astoria Hot Springs Site is a community recreational amenity which shall be open and available to the public and represents a significant benefit to residents and visitors alike. The operational standards of Astoria Hot Springs, including the permitted use of a Heliport on the site, shall allow the site to operate in a manner that accommodates the public and visitors that ensures this public benefit can be achieved in an ongoing basis, which shall remain open to the public.

1. The uses within the Astoria Hot Springs Site identified in Section 2.1.C.1 of this Master Plan are uses that are approved by Teton County within Sub Area I. However, this Master Plan recognizes that the operations of the Astoria Hot Springs Site that are approved and permitted within Sub Area I may have impacts that require mitigation. This includes a condition within the approved EA (EVA2014-0008) for Sub Area I that requires a use management plan addressing winter recreational use and pet control shall be prepared and incorporated into a final mitigation plan in order to minimize adverse impacts to wildlife and crucial winter habitat. In addition to the impacts of approved uses within Sub Area I on natural resources, the operation of the site may have impacts to neighbors and transportation/transportation infrastructure. Therefore, as part of a Use Permit, a use management plan will be required that addresses impacts to natural resources, neighbors and transportation/transportation infrastructure. The use management plan will be reviewed and approved by the Planning Director pursuant to the procedure set forth in LDR section 8.4.1., or by the Board of County Commissioners at the discretion of the Planning Director. Where operational impacts are found to require mitigation, the mitigation shall be permitted to occur on or off the Sub Area I site and shall not render the approved uses infeasible or otherwise prevent the operational feasibility of the approved uses and mitigation shall not restrict the following: Astoria Hot Springs Site shall be permitted to operate year round regardless of the presence of NRO protected species or habitats.
2. Hours of operation of Astoria Hot Springs Site may be determined based on seasonal use and demand. However, any restriction on hours of operation shall only be imposed on the owner/operator of the Astoria Hot Springs Site if it is shown that the impacts of operation cannot be mitigated in manners other than restricting hours of operation, including, but not limited to noise mitigation, light impact mitigation, traffic and visitor number minimization, and physical improvements that result in mitigation of the above impacts.
3. The Astoria Hot Springs Site shall be permitted to accommodate Special Events and Receptions/Events. The number and scale of special events and Receptions/Events shall be proposed and approved under a Use Management plan and shall balance the public benefit with impacts to natural resources, transportation, and neighboring residential uses.
4. The existing heliport operations are permitted to maintain their historic volume of commercial air tours and this historic volume shall be transferable to future buyers of the existing operations.

D. Development Options

Standards applicable to development options and subdivision in Sub Area I of the SRCRR PUD-PR are provided or referenced below.

D.1. Allowed Subdivision Development Options

Option	BSA	Lot Size (min)	Density (Max)	OSR (Min)	FAR (max)	Height (max)
Land Division	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
Condominium/Townhouse	n/a	n/a	n/a	n/a	Determined by physical development	Determined by Physical development

No land division permitted in Sub Area I. Any Condominium or Townhouse unit created shall be deed restricted employee housing.

D.2. Required Subdivision and Development Option Permits

Option	Sketch Plan (8.3.1)	Development Plan (8.3.2)	Development Option Plan (8.5.2)	Subdivision Plat (8.5.3)
Any subdivision				
<10 units		X		X
> 10 units	X	X		X

D.3. Affordable and Employee Housing Standards

Employee housing requirements for development within Sub Area I are limited to the provision of housing four (4) persons. This is the maximum employee housing requirement. However, the owner may provide additional employee housing which exceeds this requirement. This employee housing requirement may be fulfilled by recording a deed restriction limiting the residential use of the Johnny Counts Cabin to housing for employees of Astoria Hot Spring Park or persons otherwise employed in Teton County, (office uses for the benefit of the Astoria Hot Springs Site are permitted within Johnny Counts Cabin) or the provision of housing on site for four (4) employees of Astoria Hot Spring Park or persons otherwise employed in Teton County. Occupancy preference shall be for employees of Astoria Hot Spring Park.

While the owner of Sub Area I may deed restrict Johnny Counts Cabin as employee housing, nothing herein shall require that the Johnny Counts Cabin shall remain as employee housing in perpetuity. This housing requirement shall explicitly allow the owner to transfer the employee housing requirement to another structure or structures on site, or to a location south of the Astoria Bridge, within the development area or immediate surroundings, or any combination thereof, as long as the total persons housed equals or exceeds four (4). Any deed restriction placed on Johnny Counts Cabin shall reflect this ability to transfer the housing requirement to another building(s) and shall be subject to approval by the appropriate entity within Teton County, which may be the BOCC. The above notwithstanding, all employee housing requirements associated with Sub Area I are permitted to be located on any lot or parcel south of the Astoria Bridge.

There is no Affordable Housing requirement within Sub Area I.

D.4. Infrastructure Requirements and Standards

1. Transportation Plan:

   There is no specific transportation plan for Sub Area I. The transportation plan for the entire Resort, discussed in Division III of this Master Plan shall govern transportation plan requirements for Sub Area I.

2. Stormwater Management Plan

   All stormwater shall be handled and accommodated in accordance with Section 5.7.4 of the LDRs.

3. Water and Sewer Management Plans

Sub Area I is served by existing water and waste water systems. The existing Community Water System supplies water to all Sub Areas of the Resort, as well as the SRSC PUD. All Sub Areas within the Resort will be a member of an ISD, or other entity approved by the Teton County Planning Director, which will manage the capacity of the systems on behalf of the members within the Resort. The community water system is discussed in Division 3 of this Master Plan below.

Sub Area I is served by an individual waste water system that is separate from and independent of the waste water systems within Sub Area II and III. At the time of issuance of a Development Permit for development within Sub Area I the applicant will provide the County with Wyoming DEQ documentation that the Sub Area I waste water system has adequate capacity for the proposed development and, when expansion or improvements are necessary and appropriate, will provide the County with Wyoming DEQ permits for such wastewater system expansion or improvement prior to issuance of a building permit for such development.

It is explicitly stated and recognized that the wastewater system for Sub Area I and any requirements for expansion or improvement are unique and specific to Sub Area I and any application for a Development Plan or building permit within Sub Area I shall not be contingent upon the demonstration of adequacy, or requirements for expansion or improvements of the wastewater system(s) within Sub Area II or III of the Resort.

E. Phasing Standards

Development within Sub Area I is required to show all infrastructure, including roads, parking, water and wastewater facilities are adequate to support the proposed development and must be completed concurrently with or prior to the completion of development dependent on said infrastructure. Development within Sub Area I shall also show that Natural Resource and Scenic Resource mitigation associated with said development can be completed and shall define a plan and timeline for mitigation prior to completion of said development.

Below is a projected time frame for completion of various phases in Sub Area I, based on the effective date of this Master Plan:

Within 5 years: Hot Springs and critical building development permits granted.

Within 10 years: Meadow and vegetation restoration completed.

Within 15 years: Remaining building construction permits granted and vegetation restoration completed.

The phasing plan is an estimate and may be subject to changes without requiring an amendment to the Master Plan.

A revised phasing plan that incorporates necessary infrastructure improvements, any housing requirements, and a monitoring plan with performance measures as required by this Master Plan and the LDRs shall be approved by the BOCC independent from or in conjunction with a Development Plan for Sub Area I. The above notwithstanding, in the event that development generates the need for infrastructure improvements and/or mitigation requirements, those improvements and/or requirements must be completed concurrently with the development that generates the infrastructure need or mitigation requirement.

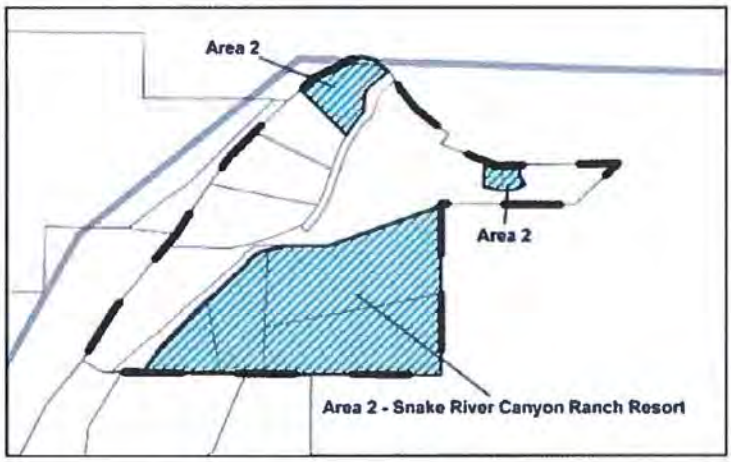
2.2 Standards Applicable to Sub Area II – Legacy Lots and Resort Infrastructure

A. Intent and Purpose

Sub Area II shall have a western character reminiscent of the great mountain lodges of the West but smaller in scale. Development shall have a presentation from the highway that is in scale with the mountain backdrop, have varied roof lines and horizontal planes that visually reduce the bulk and scale of the buildings, and a development pattern that favors a reduction in building footprints to protect the natural resources of the site, thereby minimizing overall impact of development. Development will highlight the natural features of a site, retain the rural atmosphere, and protect habitat and environmentally sensitive areas.

The purpose of Sub Area II – Legacy Lots and Resort Infrastructure is to maintain the entitlements and standards established in the original Snake River Canyon Ranch Resort Master Plan approved on July 6, 1999. These entitlements and standards apply to Lots 2, and 3, The Canyon Ranch Homes, Snake River Canyon Ranch (Plat #1040), Lot 23, River Homes, Snake River Canyon Ranch (Plat #1030), Lots 24, 25, 26 and 27, The Ranch Homes, Snake River Canyon Ranch (Plat #1031).

Map of Sub Area II



A NEW MAP WILL BE INCLUDED IN THE FINAL VERSION.

Figure 3: Map of Sub Area II – "Snake River Original Lots, for illustration purposes only. See Appendix 2 for legal description

B. Physical Development Standards

Standards applicable to the physical development of Sub Area II are provided within this sub-section. Cross references provided refer to specific sections of the Teton County Land Development Regulations.

B.1. Structure Location and Mass

	Site Development (Max)	Street Setback (Min)	Side Setback (Min)	Rear Setback (min)	Height (max)	FAR (max)
All Allowed Uses	GSA(.04) +15,007 s.f.	5'	5'	5'	30'	10,000 s.f. + 100 s.f./ acre > 10

Building envelopes for each of these lots are approved and recorded with Teton County as follows:

- The Canyon Homes, Snake River Canyon Ranch, Lots 2 and 3. Building Envelopes are recorded at Book 447, pages 804-849.
- The River Homes, Snake River Canyon Ranch Lot 23 and The Ranch Homes, Snake River Canyon Ranch Lots 24, 25, 26 and 27 are recorded at Book 434 Pages 783-839.

Building envelopes for lots within Sub Area II are included herein as Attachment 3.

These building envelopes are approved by Teton County and are the approved building envelopes under the Snake River Canyon Ranch Master Declaration of Covenants, Conditions and Restrictions. In the event of a discrepancy between zoning requirements and the building envelopes approved for lots within Sub Area II, the individual building envelopes shall govern.

Any changes or amendments to these building envelopes require approval from the Snake River Sporting Club Owners Association, Inc. Teton County shall review and approve development on lots within Sub Area II based on the provisions of this Master Plan.

The above notwithstanding, development on lots within Sub Area II shall be required to locate all development outside the Teton County Scenic Preserve Trust's and/or the Jackson Hole Land Trust's conservation easement area. Building envelopes and development on lots within Sub Area II may be located anywhere outside areas restricted by any conservation easements subject to other restrictions stated within this Master Plan, subject to Owners Association review and subject to Teton County review.

B.2. Maximum Scale of Development

Individual Building (max gross FA):

Part of Single Family Unit	10,000 s.f.

B.3. Building Design

All Building Materials:

External Surfaces shall be non-reflective. Colors shall blend into terrain using muted colors and earthy hues. No other Teton County limitations apply.

Note: Sub Area II is subject to certain Snake River Sporting Club Design Guidelines which may be amended from time to time. Approval of building designs by the SRSC-ARB is required prior to building permit submittal to Teton County.

B.4. Site Development

Site Development Setbacks (min)

Side/Rear Setback:	½ structure setback
Front Setback:	
40% of lineal lot frontage:	½ structure setback
60% of lineal lot frontage:	½ structure setback

Exemptions:

Driveways providing access across a street yard; and shared parking and driveways

B.5. Landscaping: LDR Div. 5.5

Plant Units (min)

Residential:	1/DU

B.6. Fencing: LDR Sec. 5.1.2

Wildlife friendly fencing

Special Purpose Fencing Height

In Street Yard:	4'
In Side or Rear Yard:	6'

Special Purpose Fencing Setback:

Any Yard	0'

B.7. Environmental Standards:

Natural Resource Buffers: LDR Sec. 5.1.1

No Environmental Analysis is required for development of single family lots within Sub Area II. In addition, existing building envelopes for lots within Sub Area II are approved by both Teton County and the Owners Association and if any of the Teton County approved building envelopes are not compliant with the Natural Resource Buffers stated herein, they are permitted to be developed within any buffers standards described herein, and shall be permitted pursuant to review and approval of a building permit application.

Rivers:	150'
Streams	50' or edge of riparian plant community up to 150'
Natural Lakes or Ponds:	50' or edge of riparian plant community up to 150'
Wetland:	30'

Irrigation Ditch Setback: LDR Sec. 7.7.4.D

Irrigation Ditch:	15'

Wild Animal Feeding LDR Sec. 5.1.3

Wild Animal Feeding Prohibited

Natural Resource Overlay (NRO) Standards LDR Sec. 5.2.1

Bear Conflict Standards LDR Sec. 5.2.2

Bear Resistant trash required in conflict area 1

B.8. Scenic Standards:

Exterior Lighting: LDR Sec. 5.3.1

Total cut off angle (max)	90
Illumination in footcandles	.50
Height	15'

Scenic Resource Overlay (SRO) Standards LDR Sec. 5.3.2

Building envelopes for lots within Sub Area II have previously been approved. No further Scenic Resource Analysis required unless building envelopes change.

B.9. Natural Hazards to Avoid:

Steep Slopes	LDR Sec. 5.4.1
Development Prohibited:	Slopes >30%
Areas of Unstable Soils:	LDR Sec. 5.4.2
Fault Areas:	LDR Sec. 5.4.3
Floodplains:	LDR Sec. 5.4.4
Wildland Urban Interface	LDR Sec. 5.4.5
Avalanche Hazard Areas	LDR Sec. 5.4.2

B.10. Signs: LDR Div. 5.6

Allowable Signage

No limitation. Subject to Development Plan approval

Sign Area

See Snake River Sporting Club Architectural Review Board Design Guidelines Signage Plan (Attachment 7). Subject to Development Plan approval.

Sign Height:

See Snake River Sporting Club Architectural Review Board Design Guidelines Signage Plan (Attachment 7). Subject to Development Plan approval.

B.11. Grading, Erosion Control, Stormwater:

Grading	LDR Sec. 5.7.2
Erosion control	LDR Sec. 5.7.3

Erosion shall be controlled at all times

Stormwater Management LDR Sec. 5.7.4

No increase in peak flow rate or velocity across property lines.

B12. Required Physical Development Permits

Permitting for physical development for any dwelling units within Sub Area II is limited to submittal and approval of Building Permit Pursuant to Section 8.3.3 of the Teton County LDRs dated October 19, 2015. No Development Plan is required.

The following identifies the required physical development permits for development within Sun Area II:

Physical Development	Sketch Plan	Development Plan	Building Permit	Sign permit	Grading permit
All residential development	n/a	n/a	Required	Included with Bldg. Permit	LDR Sec. 5.7.1

C. Use Standards

Standards applicable to uses in Sub Area II of the Resort are provided or referenced below. Allowed uses are listed in Subsection 2.2.C.1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to LDR section 6.1.2.D.

C.1. Allowed Uses				C.2. Use Requirements	
Use	Permit	BSA (min)	Density (max)	Parking (min)	Employees required to be housed
Open Space					
Agriculture	Y	0 ac.	n/a	n/a	See MP Sec.2.2.E
Residential					
Detached Single Family	Y	0 s.f.	1 unit/lot	2/DU	See MP Sec.2.2.E
Lodging					
Short Term Rental	Y	0 s.f.	1 unit/lot	2/lodging unit	See MP Sec.2.2.E
Transportation/Infrastructure					
Utility Facility	Y	0 ac.	n/a	1/employee +1/stored vehicle	Exempt.
Wireless communication Facilities	6.1.10.D	6.1.10.D	n/a	1/employee + 1/stored vehicle	Exempt
Accessory Uses					
Accessory Residential Unit	Y	0 s.f.	1 unit/lot	1/DU	Exempt
Home Occupation	B	0 s.f.	n/a	n/a	Exempt
Temporary Uses					
Real Estate Sales Office	Y	0 s.f.	n/a	3.3/1,000 s.f.	Exempt
Temporary Shelter	Y	0 s.f.	1/ valid bld. Permit*	2/DU	Exempt
Temporary Gravel Extraction and Processing	Y	0 s.f.	n/a	1/employee	Exempt

Y = Allowed Use, no permit required, B= Basic Use Permit (LDR Sec. 8.4.1), C= Conditional Use Permit (LDR Section 8.4.2)

* Temporary Shelter is an allowed use and shall be permitted in accordance with Section 6.1.12.D. of the Teton County Land Development Regulations.

C.3. Maximum Scale of Use

Individual Use (floor area) (max)

Single Family Unit (detached)

Habitable Floor Area excluding basement 8,000 s.f.

C.4. Operational Standards	LDR Div. 6.4

Refer to LDR Division 6.4.

D. Development Options

Standards applicable to development options and subdivision in Sub Area III of the SRCRR PUD-PR are provided or referenced below.

D.1. Allowed Subdivision Development Options

Option	BSA	Lot Size (min)	Density (Max)	OSR (Min)	FAR (max)	Height (max)
Land Division	35 ac	n/a	n/a	n/a	Determined by physical development	30'
Transfer of Units from Area II to Area III	Consistent with original allowances for lots in Area II					

It is explicitly recognized within this Master Plan that transfer of development units and associated floor area from Sub Area II to Sub Area III is permitted under the provisions of this Master Plan. Units transferred from Sub Area II to Sub Area III shall be relocated in accordance with the original approvals granted for development of parcels or lots within Sub Area II. Transfer of Development Units from Sub Area II to Sub Area III that does not include the expansion of the land area of Sub Area III shall be reviewed as a Development Options Plan pursuant to LDR Section 8.5.2. Transfer of Development Units from Sub Area II to Sub Area III that includes the expansion of Sub Area III to include Lot 1 of the Snake River Sporting Club into Sub Area III of the Resort shall be reviewed and approved as a Major Amendment to the Resorts zone as discussed in Section 1.5.B.1 of this Master Plan.

D.2. Required Subdivision and Development Option Permits

Option	Sketch Plan (8.3.1)	Development Plan (8.3.2)	Development Option Plan (8.5.2)	Subdivision Plat (8.5.3)
Transfer of Units			X	

D.3. Affordable and Employee Housing Standards

Properties within Sub Area II are not subject to the Employee Housing Agreement. Lots within Sub Area II are also not subject to the Affordable Housing Requirements of the LDRs. To meet the purpose of the Affordable and Employee Housing requirements within Teton County, lots within Sub Area II continue to be subject to a 1% Real Estate Transfer Fee as described in Section 4.7 of the SRSC CC&Rs, that portion of which may not be amended without approval of the Board of County Commissioners.

No other housing standards and conditions apply to development within Sub Area II.

D.4. Infrastructure Requirements and Standards

1. Transportation Plan:

   There is no specific transportation plan for Sub Area II. The transportation plan for the entire Resort, discussed in Division 3 of this Master Plan shall govern transportation plan requirements for Sub Area II.

2. Stormwater Management Plan

   All stormwater shall be handled and accommodated in accordance with Section 5.7.4 of the Teton County LDRs.

3 Water and Sewer Management Plans

The individual lots within Sub Area II are served by the existing Community Water System that serves the Resort and the SRSC. For information of the Community Water System associated standards refer to Division 3 of this Master Plan.

Each Sub Area within the Resort is independently responsible for providing wastewater systems adequate to the scale and intensity of development within the individual Sub Area. Sub Area II consists of eight individual lots, three of which are connected to a common community waster water system. Each individual lot or lots within Sub Area II will provide a wastewater system or systems that will meet requirements of the Wyoming DEQ and any applicable Teton County requirements prior to issuance of a building permit for development of one or any combination of the lots.

E. Phasing Standards

The individual lots within Sub Area II have already been platted and therefore no phasing standards apply.

2.3 Standards Applicable to Sub Area III – Resort Lodging Core

A. Intent and Purpose

Sub Area III shall have a western character reminiscent of the great mountain lodges of the West but smaller in scale. Development shall have a presentation from the highway that is in scale with the mountain backdrop, have varied roof lines and horizontal planes that visually reduce the bulk and scale of the buildings, and a development pattern that favors a reduction in building foot prints to protect the natural resources of the site, thereby minimizing overall impact of development. Development will highlight the natural features of a site, retain the rural atmosphere and protect habitat and environmentally sensitive areas.

The purpose of Sub Area III – Resort Lodging Core is to concentrate lodging, residential, and resort development in a 20.04-acre area resulting in the protection of lands north of Sub Area III previously entitled for development and subsequently zoned Park and Open Space. Sub Area III provides a centralized, efficient area to provide clustered development that supports the Resort and the Snake River Sporting Club. By clustering previously approved, scattered development within the Resort Lodging Core, the overall Resort will provide recreational resort facilities in a creative, efficient and coordinated manner, provide a quality visitor experience, and contribute to the protection of attributes of the community that are considered critical to the community's long term health, welfare and well-being.

Map of Sub Area III

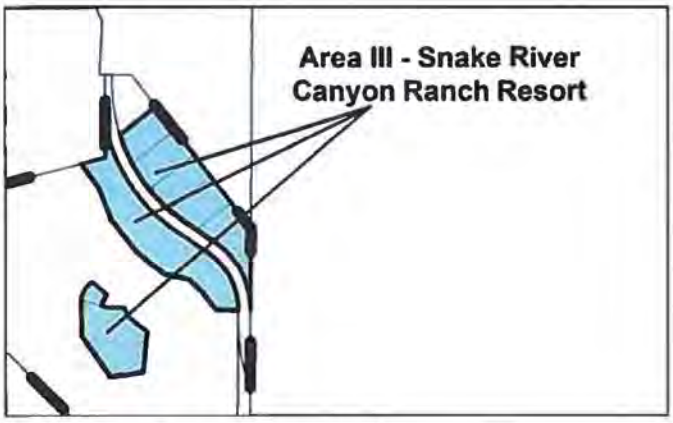


Figure 4: Map of Sub Area III – Resort Lodging Core, for illustration purposes only. See Attachment 2 for legal description.

B. Physical Development Standards

Standards applicable to the physical development of Sub Area III are provided within this sub-section. Cross references provided refer to specific sections of the LDRs effective on October 19, 2015.

Sub Area III is entitled to contain 218,500 s.f. of development within at least 63, and up to 70 homes or townhome sites, excluding future potential transfers from the Resort Sub Area II into Sub Area III of the Resort, that are available to rent short term or for permanent residential use. Individual units within Sub Area III are limited to a maximum of 10,000 s.f., however, there are no restrictions on maximum floor area for individual buildings, which shall be finally determined and approved through Development Plan.

B.1. Structure Location and Mass

	Site Development (Max)*	Street Setback (Min)	Side Setback (Min)	Rear Setback (min)	Height (max)	FAR (max)**
All Allowed Uses	.45 - .75	5'	5'	5'	30'	n/a

Exceptions: All uses: street/side/rear yard projections, including cornices, canopies, eaves, decks, porches, bay windows, chimneys, patios, and similar architectural features may encroach into any setback not more than 5'.

* The Maximum Site Development applies to the overall land area of Sub Area III and shall be determined based on a cumulative analysis of development in Sub Area III over time.

** There is no explicit floor area ratio within Sub Area III. The overall Sub Area III is permitted to contain a maximum of218,500 s.f. of development with no limitation on maximum floor area of an individual structure. Individual dwelling or lodging units are limited to a maximum of 10,000 s.f. per unit.

B.2. Maximum Scale of Development

Individual Building (max gross FA):	
Maximum floor area for individual dwelling unit	10,000 s.f.
Maximum Building Size	n/a

B.3. Building Design

All Building Materials:

External surfaces shall be non-reflective. Colors shall blend into terrain using muted colors and earthy hues.

Note: Sub Area III is subject to certain Snake River Sporting Club Design Guidelines which may be amended from time to time. Approval of building designs by the SRSC-ARB is required prior to building permit submittal to Teton County.

B.4. Site Development

Site Development Setbacks (min)	
Side/Rear Setback:	½ structure setback
Front Setback:	
40% of lineal lot frontage:	½ structure setback
60% of lineal lot frontage:	½ structure setback

Exemptions:

Driveways providing access across a street yard; and shared parking and driveways

B.5. Landscaping: LDR Div. 5.5

Plant Units (min)

.25 Plant Unit/Townhouse DU

.50 Plant Unit/Detached Single Family DU

B.6. Fencing: LDR Sec. 5.1.2

Wildlife friendly fencing	
Special Purpose Fencing Height	
In Street Yard:	4'
In Side or Rear Yard:	6'
Special Purpose Fencing Setback:	
Any Yard	0'

B.7. Environmental Standards:

The amendment to the SRCRR PUD-PR (PUD2015-0002) approved by the BOCC on September 17, 2015, along with the associated Zoning Map Amendment (ZMA2015-0002) included the preparation and approval of two interrelated Environmental Analyses. One was for the associated Astoria Hot Springs Site (EVA2014-0008) that evaluated the environmental impacts of removing approximately 95 acres of land from the PUD-PR zone and zoning it Park, and the other (EVA2014-0010) that evaluated the impacts of relocating resort development from approximately 90 acres of land and concentrating it on the 20.04 acres Sub Area III. Both Environmental Analyses revealed that Sub Area III contains the least amount of diversity of protected resources and found that concentrating development in that area may result in fewer new impacts to higher ranking vegetative cover types and found that the development configuration approved in the Sketch Plan (SKC 2015-001) approval associated with PUD 2015-002 will have reduced impacts to natural resources. The EAs also indicate that relocation of the majority of development from the Snake River's edge adjacent to Sub Area I to Sub Area III will minimize and reduce impacts to wildlife habitat and movement corridors. The amendment was also found to reduce the impact of development within the 150' river setback. Based on the above, all future applications for development within Sub Area III, as approved, will not require additional natural resource impact review, including the preparation and/or review of Environmental Analysis. Development will be subject to natural resource impact mitigation requirements at approval of Development Plan based on the previously approved Environmental Analysis. A final mitigation plan must be included with Development Plan and final mitigation requirements will be part of Development Plan approval. The following specific natural resource buffers shall apply to all physical development within the Sub Area III:

Natural Resource Buffers:	**LDR Sec. 5.1.1**
Rivers:	150'
Martin Creek:	15'
Other Streams	50' or edge of riparian plant community up to 150'
Natural Lakes or Ponds:	50' or edge of riparian plant community up to 150'
Wetland:	30'
Irrigation Ditch Setback:	**LDR Sec. 7.7.4.D**
Irrigation Ditch:	10'
Wild Animal Feeding	**LDR Sec. 5.1.3**
Wild Animal Feeding Prohibited	
Natural Resource Overlay (NRO) Standards	**LDR Sec. 5.2.1**
Bear Conflict Standards	**LDR Sec. 5.2.2**
Bear resistant trash required in conflict area 1	

B.8. Scenic Standards:

Exterior Lighting:	**LDR Sec. 5.3.1**
Total cut off angle (max)	90
Illumination in footcandles	
Entire Sub Area III	.50
Height	
Entire Sub Area III	15'
Scenic Resource Overlay (SRO) Standards	**LDR Sec. 5.3.2**

The amendment to the SRCRR PUD-PR (PUD2015-0002) approved by the BOCC on September 17, 2015, along with the associated Zoning Map Amendment (ZMA2015-0002) included the preparation of a Visual Resource Analysis that demonstrated that the amendments to the PUD-PR resulted in reduced visual impacts to the scenic foreground when compared to the prior SRCRR PUD-PR approval. No further Scenic Resource Analysis is required.

B.9. Natural Hazards to Avoid:

Steep Slopes	**LDR Sec. 5.4.1**
Development Prohibited:	Slopes >30%
Areas of Unstable Soils:	**LDR Sec. 5.4.2**
Fault Areas:	**LDR Sec. 5.4.3**
Floodplains:	**LDR Sec. 5.4.4**
Wildland Urban Interface	**LDR Sec. 5.4.5**
Avalanche Hazard Areas	

An avalanche hazard study was included as part of the Sketch Plan application and approval and is included herein as Attachment 6. The avalanche study included the identification of red and blue avalanche hazard zones. All development within Sub Area III shall avoid red avalanche hazard area or undertake appropriate landscaping or structural construction measures to alleviate hazards.

B.10. Signs:	LDR Div. 5.6
Allowable Signage	
No limitation. Subject to Development Plan approval.	
Sign Area	
See Snake River Sporting Club Architectural Review Board Design Guidelines Signage Plan (Attachment 7). Subject to Development Plan approval.	
Sign Height:	
See Snake River Sporting Club Architectural Review Board Design Guidelines Signage Plan (Attachment 7). Subject to Development Plan approval.	

B.11. Grading, Erosion Control, Stormwater:	
Grading	LDR Sec. 5.7.2
Erosion control	LDR Sec. 5.7.3
Erosion shall be controlled at all times	
Stormwater Management	LDR Sec. 5.7.4
No increase in peak flow rate or velocity across Resort Sub Area III boundaries.	

B.12. Required Physical Development Permits

The following identifies the required physical development permits for development within Sub Area III:

Physical Development	Sketch Plan	Development Plan	Building Permit	Sign permit	Grading permit
Development up to 218,500 s.f. of floor area	Approved	Required	Required	Included with FDP	LDR Sec. 5.7.1

C. Use Standards

Standards applicable to uses in Sub Area III of the Resort are provided or referenced below. Allowed uses are listed in Subsection 2.3.C.1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to LDR section 6.1.2.D.

C.1. Allowed Uses				C.2. Use Requirements	
Use	Permit	BSA (min)	Density (max)	Parking (min)	Employees required to be housed
Open Space					
Agriculture	Y	0 ac.	n/a	n/a	See MP Sec.2.3.E
Residential					
Detached Single Family	Y	0 s.f.	See Footnote 1	2/DU	See MP Sec.2.3.E
Attached Single Family	Y	0 s.f.	See Footnote 1	2/DU	See MP Sec.2.3.E
Resort Support Use					
All Resort Support Uses	Y	0 s.f.	n/a	Independent calc	Exempt
Lodging					
Short Term Rental	Y	0 s.f.	See Footnote 1	2/lodging unit	Exempt
Provisional Campground	B	0 s.f.	See Footnote 2	2/Site or unit	Exempt
Campground	B	0 s.f.	See Footnote 3	2/Site or unit	Exempt
Transportation/Infrastructure					
Wireless communication Facilities	6.1.10.D	0 s.f.	n/a	1/employee + 1/stored vehicle	Independent calc.
Accessory Uses					
Accessory Residential Unit	Y	0 s.f.	See Footnote 1	2/DU	Exempt
Home Occupation	B	0 s.f.	n/a	n/a	Exempt
Home Business	C	0 s.f.	n/a	1/DU	Exempt
Temporary Uses					
Real Estate Sales Office	Y	0 s.f.	n/a	3.3/1,000 s.f.	Exempt

Temporary Shelter	B	0 s.f.	See Footnote 2	2/DU	Exempt
Temporary Gravel Extraction and Processing	Y	0 s.f.	n/a	1/employee	Exempt
Farm Stand	B	0 s.f.	n/a	5/1,000 s.f. display area	Exempt

Y = Allowed Use, no permit required, B= Basic Use Permit (LDR Sec. 8.4.1), C= Conditional Use Permit (LDR Section 8.4.2)

1. Total Dwelling Unit and Lodging Unit density approved for Sub Area III is 63 units. This maximum density notwithstanding, the maximum density within Sub Area III is permitted to increase if residential density permitted in Sub Area II is transferred to Sub Area III, whether or not Lot 1 of the Snake River Sporting Club PRD is included within Sub Area III. The increased allowable density in Sub Area III shall not exceed the total number of dwelling units transferred from Sub Area II. No additional Development Units shall be created without an amendment to the Master Plan.

2. Provisional Campground: The purpose of Sub Area III is to provide a residential and lodging core within the Resort. Provisional Campground units are intended to achieve this purpose on a provisional basis. Up to four (4) Provisional Campground units shall be reviewed under the process and procedures for Basic Use Permits (LDR Section 8.4.1). Provisional Campground use shall expire five (5) years from the time they are permitted. Upon expiration of the Provisional Campground use, the Provisional Campground units associated with the use shall be removed or otherwise vacated from the property unless a Development Plan application to convert the Provisional Campground use to a Campground use has been submitted and deemed sufficient by the Teton County Planning Department. The unit type, density and ownership of Provisional Campground shall be consistent with the unit type and ownership limitations associated with Campground uses.

3. Campground sites or units include mobile homes, recreational vehicles, trailers, campers, tents or Recreational Park Trailers. All campground sites, units or the campground as a whole shall be under single ownership. No land division, timeshare, fractional, tenancy in common or other type of ownership division of campground sites, units or the campground as a whole shall be allowed. The maximum density of campground units shall be equal to the maximum density permitted within Sub Area III. At no time shall the total number of residential, or lodging units exceed the maximum density permitted in Sub Area III. At the time of certificate of occupancy for 75% of the permanent residential or lodging units, all Campground units shall be removed or otherwise vacated from the property.

C.3. Maximum Scale of Use

Individual Use (floor area) (max)

No limitations apply.

No APO limitations or standards apply.

C.4. Operational Standards — LDR Div. 6.4

D. Development Options

Standards applicable to development options and subdivision in Sub Area III of the SRCRR PUD-PR are provided or referenced below.

D.1. Allowed Subdivision Development Options

Option	BSA	Lot Size (min)	Density (Max)	OSR (Min)	FAR (max)	Height (max)
Land Division	n/a	.1	n/a	n/a	Determined by physical development Permit	Determined by physical development permit
Condominium/Townhouse	n/a	n/a	n/a	n/a	Determined by Physical Development Permit	Determined by Physical Development Permit
Transfer of Units from Area II to Area III*	Consistent with original allowances for lots in Area II					

* It is explicitly recognized within this Master Plan that transfer of development units and associated floor area from Sub Area II to Sub Area III is permitted under the provisions of this Master Plan. Units transferred from Sub Area II to Sub Area III shall be relocated in accordance with the original approvals granted for development of parcels or lots within Sub Area

II. Furthermore, Lot 1 of the Snake River Sporting Club PUD is recognized as a logical expansion of Sub Area III and it is expected that Lot 1 of the Snake River Sporting Club will be included within Sub Area III at some point in the future, in connection with, or absent, the transfer of development rights from Sub Area II to Sub Area III. Transfer of Development Units from Sub Area II to Sub Area III that does not include the expansion of the land area of Sub Area III shall be reviewed as a Development Options Plan pursuant to Teton County LDR Section 8.5.2. Transfer of Development Units from Sub Area II to Sub Area III that includes the expansion of Sub Area III to include Lot 1 of the Snake River Sporting Club into Sub Area III of the Resort shall be reviewed and approved as a Major Amendment to the Resorts zone as discussed in Section 1.5.B.1 of this Master Plan.

D.2. Required Subdivision and Development Option Permits

Option	Sketch Plan (8.3.1)	Development Plan (8.3.2)	Development Option Plan (8.5.2)	Subdivision Plat (8.5.3)
Any Subdivision		X		X
Transfer of Units			X	

D.3. Affordable and Employee Housing Standards

Properties within Sub Area III are subject to the Employee Housing Agreement, included herein by reference. The purpose of the Employee Housing Agreement was to put in place a mechanism by which the development would satisfy its employee housing obligation by a 1% Transfer Fee in perpetuity. Please refer to the Employee Housing Agreement.

There are not affordable housing requirements in Sub Area III. No other housing standards and conditions apply to development within Sub Area III.

D.4. Infrastructure Requirements and Standards

1. Transportation Plan:

   There is no standard right of way width requirement for improvements within Sub Area III. Furthermore, minimum right of way standards shall not apply to general common elements or areas.

   There is no specific transportation plan for Sub Area III. The transportation plan for the entire Resort, discussed in Division 3 of this Master Plan shall govern transportation plan requirements for Sub Area III.

2. Stormwater Management Plan

   All stormwater shall be handled and accommodated in accordance with Section 5.7.4 of the Teton County LDRs.

3 Water and Sewer Management Plan

   Sub Area III is served by existing water and waste water systems.

   The existing Community Water System supplies water to all Sub Areas of the Resort, as well as the SRSC PRD and golf course. Development within Sub Area III is permitted to be included in the water and sewer district. The community water system is discussed in Section 3.4 of this Master Plan below.

   Sub Area III will be served by an individual waste water system that is separate from and independent of waste water systems within Sub Areas I and II. At the time of issuance of a Development Permit for development within Sub Area III the applicant will demonstrate to the satisfaction of Wyoming DEQ that the wastewater system will have adequate capacity for the proposed development and, when expansion or improvements are necessary and appropriate, will provide copies of the permits to the County with permits for such wastewater system expansion or improvement prior to issuance of a building permit for such development.

   It is explicitly stated and recognized that the wastewater system for Sub Area III and any requirements for expansion or improvement are unique and specific to Sub Area III and any application for a Development Plan or building permit

shall not be in any way linked to the demonstration of adequacy, or requirements for expansion or improvements of the wastewater system(s) within Sub Area I or II of the Resort.

E. Phasing Standards

Development within Sub Area III will occur based on market demand and financial opportunities and limitations. Therefore, no explicit phasing timeline for development of individual residential and/or lodging units is required within Sub Area III. This notwithstanding, development within Sub Area III is required to show all infrastructure, including roads, parking, water and wastewater facilities are adequate, pursuant to State of Wyoming DEQ and other permitting authorities' requirements, to support the scale and number of dwelling units submitted for building permit. If improvements to infrastructure is required for development of dwelling or lodging units in addition to what exists within Sub Area III such infrastructure improvements must be completed concurrently with or prior to the issuance of a Certificate of Occupancy for any additional dwelling or lodging units that require infrastructure improvements.

Below is a projected time frame for completion of various phases in Sub Area III. They are based on a beginning date of the effective date of this Master Plan

Within 5 years: 5 lots or dwelling units sold within 8 years

Within 10 years: 6 lots or dwelling units sold within 12 years

Within 15 years: 4 lots or dwelling units sold within 18 years.

Within 20 years: 14 lots or dwelling units sold within 23 years.

Within 25 years: 16 lots or dwelling units sold within 28 years.

Within 30 years: all permitted lots or dwelling units sold within 33 years.

Phasing plan herein is an estimate and may be subject to changes without requiring an amendment to the Master Plan. All development can occur in a shorter time frame than stated above with no exceptions.

A revised phasing plan that incorporates necessary infrastructure improvements, any housing requirements, and a monitoring plan with performance measures as required by this Master Plan and the LDRs shall be approved by the BOCC independent from or in conjunction with a Development Plan for Sub Area III. The above notwithstanding, in the event that development generates the need for infrastructure improvements and/or mitigation requirements, those improvements and/or requirements must be completed concurrently with the development that generates the infrastructure need or mitigation requirement.

Division 3. Standards Applicable to Overall Resort Zone and Individual Sub Areas

3.1. Infrastructure Requirements

A. **Community Water System:**

The existing community water system serves the entire Resort as well as the Snake River Sporting Club PUD and golf course. The community water system was approved and permitted by Wyoming Department of Environmental Quality. It includes a 200,000 gallon water tank located on Lot 26 of the Ranch Homes, Snake River Canyon Ranch (Plat #1031). This lot is within Sub Area II of the Resort discussed in section 2.2 of this Master Plan. Based on calculation of density and intensity of use within the Resort that exceeds the density and intensity of use approved under this Master Plan, the capacity of the water tank exceeds the minimum storage volume requirement of 186,950 gallons by 13,050 gallons. Therefore, the capacity of the community water system is adequate to serve the Resort and the other development it is intended to serve.

Members of the Resort will establish an Improvement Service District (ISD) or other form of entity that is controlled by landowners that are served by the Community Water System, and will establish assessment requirements and monitoring and maintenance requirements for the community water system.

Any application for Development Plan within the Resort will demonstrate that there is adequate capacity within the system to serve the development proposed within a Development Plan or provide appropriate permits for any necessary expansion will be provided to the County prior to issuance of a building permit for development.

B. **Community Waste Water Systems:**

Each individual Sub Area within the Resort has the ability to accommodate their waste water individually, either on the site of each individual Sub Area or on a site that is permitted to accommodate this requirement. As such, each Sub Area is permitted to independently develop waste water systems to accommodate the development for each Sub Area. At the discretion of developers within each Sub Area, each Sub Area has the right to collectively develop waste water systems that serve one or more Sub Areas. This eventuality will be considered in the Improvement Service District and will be handled by the ISD upon agreement of owners within each Sub Area to serve waste water collectively.

3.2 Design Standards:

The Resort is governed by the Snake River Canyon Resort Owners Association. This Owners Association has established the Snake River Sporting Club Architectural Review Board, which is charged with implementing certain Design Guidelines and procedures for review and approval of development to ensure consistency with these design guidelines. Design of development within the Resort will comply with these design guidelines as well as all design provisions of the Teton County LDRs. Prior to issuance of a building permit by Teton County, Teton County will require documentation that the development subject to the Building Permit has received approval from the SRSC ARB.

Attachment 1
Subdivision Plats for Lots Within Sub Area II

CERTIFICATE OF SURVEYOR

State of Wyoming)
Ss
County of Teton)

I, Todd Cedarholm of Jackson, Wyoming hereby certify that this plat was made from notes taken during a field survey performed by me during the summer and fall of 1999, and from records available in the Office of the Clerk of Teton County, Wyoming;

That the plat correctly represents SNAKE RIVER CANYON RANCH THE CANYON HOMES, a subdivision lying within Homestead Entry Survey (H.E.S.) No. 57, T39N, R116W, 6th P.M., Teton County, Wyoming, described as follows:

BEGINNING at a point on the north line of said H.E.S. No. 57, said point bears N 45°34'33"E 625.34 feet from Corner #1 (southwest corner) of H.E.S. No. 57 where is found a galvanized pipe with a brass cap inscribed "RLS 164";
THENCE along said north line, S 89°37'33"E, 133.08 feet;
THENCE along said north line, N 88°22'08"E, 234.24 feet;
THENCE departing said north line, S 01°48'03"W, 102.75 feet;
THENCE S 31°03'48"E, 108.61 feet;
THENCE S 61°43'18"W, 29.04 feet;
THENCE along a curve to the right through an angle of 39°07'27" with a radius of 380.00 feet and an arc length of 259.48 feet, being subtended by a chord of S 81°18'01"W, 254.47 feet;
THENCE N 79°07'15"W, 149.01 feet;
THENCE N 02°24'35"E, 259.81 feet to the POINT OF BEGINNING.

Said parcel ENCOMPASSES an area of 2.13 acres, more or less;

TOGETHER WITH any appurtenant riparian lands;

And TOGETHER WITH and SUBJECT TO Covenants, Conditions and Restrictions and any easements, rights-of-way or encumbrances of sight and/or record, including, but not limited to those shown hereon;

All points and corners will be monumented as shown hereon by December, 2001.

Todd Cedarholm
Wyoming Professional Land Surveyor No. 6447

12/14/01

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Todd Cedarholm on this 14th day of December, 2002.
Witness my hand and official seal.

Notary Public

My commission expires: 4/5/03

CERTIFICATE OF MORTGAGEE
State of Wyoming)
Ss
County of Teton)

The undersigned is mortgagee of the lands described under the Certificate of Surveyor and hereby consents to the foregoing subdivision and the dedication of the lands as contained in the Certificate of Owner, and agrees that the mortgage shall be subordinated to the dedications and easements contained therein and shown hereon.

L. Richard Edgcomb
Manager
SRCR Resources, LLC
a Wyoming limited liability company

SIGNATURE BY SEPARATE AFFIDAVIT

CERTIFICATE OF MORTGAGEE
State of Wyoming)
Ss
County of Teton)

The undersigned is mortgagee of the lands described under the Certificate of Surveyor and hereby consents to the foregoing subdivision and the dedication of the lands as contained in the Certificate of Owner, and agrees that the mortgage shall be subordinated to the dedications and easements contained therein and shown hereon.

David M. Wright
Senior Vice President
The Jackson State Bank
a Wyoming banking corporation

SIGNATURE BY SEPARATE AFFIDAVIT

CERTIFICATE OF MORTGAGEE
State of Wyoming)
Ss
County of Teton)

The undersigned is mortgagee of the lands described under the Certificate of Surveyor and hereby consents to the foregoing subdivision and the dedication of the lands as contained in the Certificate of Owner, and agrees that the mortgage shall be subordinated to the dedications and easements contained therein and shown hereon.

Deborah Hardeman
Vice President
First Interstate Bank
a Wyoming banking corporation

SIGNATURE BY SEPARATE AFFIDAVIT

On Sight Land Surveyors, Inc.
330 North Glenwood
P.O. Box 9347
Jackson, WY 83002
(307) 734-6131

Project No. 22-39-16-32-3c canyonhomesP1-2.dwg 7/17/01 11/20/01 12/11/01

CERTIFICATE OF OWNER

State of Wyoming)
Ss
County of Teton)

The undersigned owner and proprietor hereby certifies that the foregoing subdivision of a parcel within Homestead Entry Survey No. 57, T39N, R116W, 6th P.M., Teton County, Wyoming as shown on this plat and more particularly described under the Certificate of Surveyor is with its free consent and in accordance with its desires;

that the name of the foregoing subdivision shall be SNAKE RIVER CANYON RANCH THE CANYON HOMES;

that this subdivision shall be subject to a Declaration of Covenants, Conditions, and Restrictions to be recorded in the Office of the Clerk of Teton County, Wyoming, concurrently with this plat;

that this subdivision has the use and benefit of that Special Use Permit and subsequent easement granted by the U.S. Forest Service to the undersigned that permits ingress and egress to U.S. Highway No. 26/89 across the Historic Snake River Bridge as shown hereon;

that use and benefit of that Special Use Permit and subsequent easement granted by the U.S. Forest Service to the undersigned is appurtenant to the lands of record in said Office in Book 291 of Photo, Page 378; Book 311 of Photo, Page 440; Book 350 of Photo, Pages 793-795; Book 393 of Photo, Pages 681-692; Book 400 of Photo, Pages 716-718; Book 412 of Photo, Pages 623-625; Book 413 of Photo, Pages 815-820; Book 438 of Photo, Pages 358-361; Book 438 of Photo, Pages 362-364; and Book 438 of Photo, Pages 365-367;

that this subdivision has the use and benefit of that access and utilities easement for River Bend Road as shown on the Snake River Canyon Ranch The River Homes Plat No. 1020 on record in said Office;

that this subdivision is subject to that 10 foot-wide portion of that easement for Johnny Counts Road as described in that instrument recorded in Book 440 of Photo, Pages 654-656 on file in said Office;

that this subdivision has the use and benefit of that 60 foot-wide access, utility, and grading easement for Johnny Counts Road as shown hereon and described in that instrument recorded in Book 440 of Photo, Pages 654-656 on file in said Office;

that this subdivision is subject to that 16 foot-wide utility easement granted to Lower Valley Power & Light, Inc. for the construction and continued maintenance, repair, alteration and replacement of electric distribution circuits, lines and equipment as described in Book 401 of Photo, Page 338 on file in said Office;

that this subdivision is subject to those 30 foot-wide and 15 foot-wide easements for a pedestrian trail as shown hereon for the benefit of the owners of Lot 2, Lot 3, and Canyon Club, Inc., its heirs, successors, and assigns;

that this subdivision is subject to that easement for a stormwater detention pond as shown hereon for the benefit of the owners of Lot 2, Lot 3, and Canyon Club, Inc., its heirs, successors, and assigns;

that this subdivision is subject to that affidavit describing landscaping requirements recorded in Book 434 of Photo, Page 548 on file in said Office;

that the undersigned, its heirs, successors, and assigns, is responsible for the operation and maintenance of the centralized force main sewer lines, pump station, wet well pump, and community soil absorption system (leachfield) as identified on the "Snake River Canyon Sewer Improvements" drawing prepared by Jerald B. Crowe, P.E., and dated 10/19/99;

that each homeowner in this subdivision is responsible for the operation and maintenance of an on-site septic tank, pump chamber, effluent pump, and pressurized service line leading to the centralized force main collection pipes as identified on the "Snake River Canyon Ranch Sewer Improvements" drawing prepared by Jerald B. Crowe, P.E., and dated 10/19/99;

that non-exclusive easements in road rights-of-way are hereby granted to Lower Valley Energy, Inc., Qwest Communications International, Inc., and TCI Cablevision of Wyoming, Inc., their heirs, successors, and assigns for the installation and maintenance of underground utilities serving the lots of the foregoing subdivision;

that this subdivision is subject to any other easements, restrictions, reservations, rights-of-way, and conditions of sight or record including, but not limited to those shown hereon;

that the owner reserves the right to any appurtenant riparian lands;

that the seller does not warrant to the purchaser that he shall have any rights to the natural flow of any stream within or adjacent to said subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to said subdivision;

that all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming are hereby waived and released.

CANYON CLUB, INC.
a Wyoming Corporation

BY: L. Richard Edgcomb
President

STATE OF Wyoming)
Ss
COUNTY OF Teton)

On the 3rd day of January 2002 before me personally came, L. Richard Edgcomb to me known, who, being by me duly sworn, did depose and say that he is the President of Canyon Club, Inc., the Corporation described in the foregoing Certificate of Owner and who executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said Corporation, and he acknowledges that this instrument is the free act and deed of the said Corporation.

WITNESS my hand and official seal.

Notary Public Deborah A. Phillips My commission expires: 12/2/05

CERTIFICATE OF ENGINEER

State of Wyoming)
Ss
County of Fremont)

I, Jerald B. Crowe of Riverton, Wyoming hereby certify that the water distribution and sewer collection facilities for the foregoing subdivision are adequate and safe, and meet Federal, State, and Teton County requirements if built as designed and operated correctly.

Jerald B. Crowe
PE No. 1873

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Jerald B. Crowe on the 26th day of January 2002.
Witness my hand and official seal.

Notary Public Stephanie Bell Stitt My commission expires: June 25, 2005

CERTIFICATE OF ACCEPTANCE

State of Wyoming)
Ss
County of Teton)

Pursuant to Section 34-12-103 and Sections 18-5-301 through 18-5-315, Wyoming Statutes, 1977, as amended, the foregoing SNAKE RIVER CANYON RANCH THE CANYON HOMES was approved at the regular meeting of the Board of County Commissioners of Teton County, Wyoming held the 18th day of December, 2001.
Subject to the Resolution for the Adoption of the Teton County Comprehensive Plan and Land Development Regulations dated May 9, 1994 and effective May 24, 1994, as amended.

Attest:

Sherry L. Daigle, Clerk

BOARD OF COUNTY COMMISSIONERS
COUNTY OF TETON

William A. Paddleford, Chair

WATER RIGHTS NOTES

There are no surface water rights appurtenant to this subdivision.

NO PUBLIC MAINTENANCE OF STREETS OR ROADS

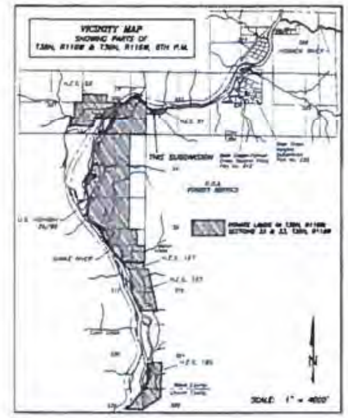
THIS SUBDIVISION IS SERVED BY COMMUNITY WATER AND SEWER SYSTEMS

THIS DEVELOPMENT LIES IN THE IMMEDIATE PROXIMITY TO A HELI SKIING OPERATION

SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS WITH REGARD TO THE NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISION EXCEPT IN ACCORDANCE WITH TETON COUNTY LAND DEVELOPMENT REGULATIONS



OWNER & DEVELOPER
CANYON CLUB, INC.
1 JOHNNY COUNTS ROAD
JACKSON, WY 83001

SURVEYOR
ON SIGHT LAND SURVEYORS, INC.
330 NORTH GLENWOOD
P.O. BOX 9347
JACKSON, WY 83002

ENGINEER
CARDINAL DESIGN GROUP
2334 ROSE LANE
RIVERTON, WY 82501

ZONING DISTRICT: PLANNED UNIT DEVELOPMENT (PUD) FOR PLANNED RESORT

ZONING OVERLAYS: NATURAL & SCENIC RESOURCE OVERLAYS (NRO & SRO)

NUMBER OF LOTS: 2 LOTS

PROJECT ACREAGE: 2.13 ACRES+/-

SUBMITTAL DATE: JULY 17, 2001

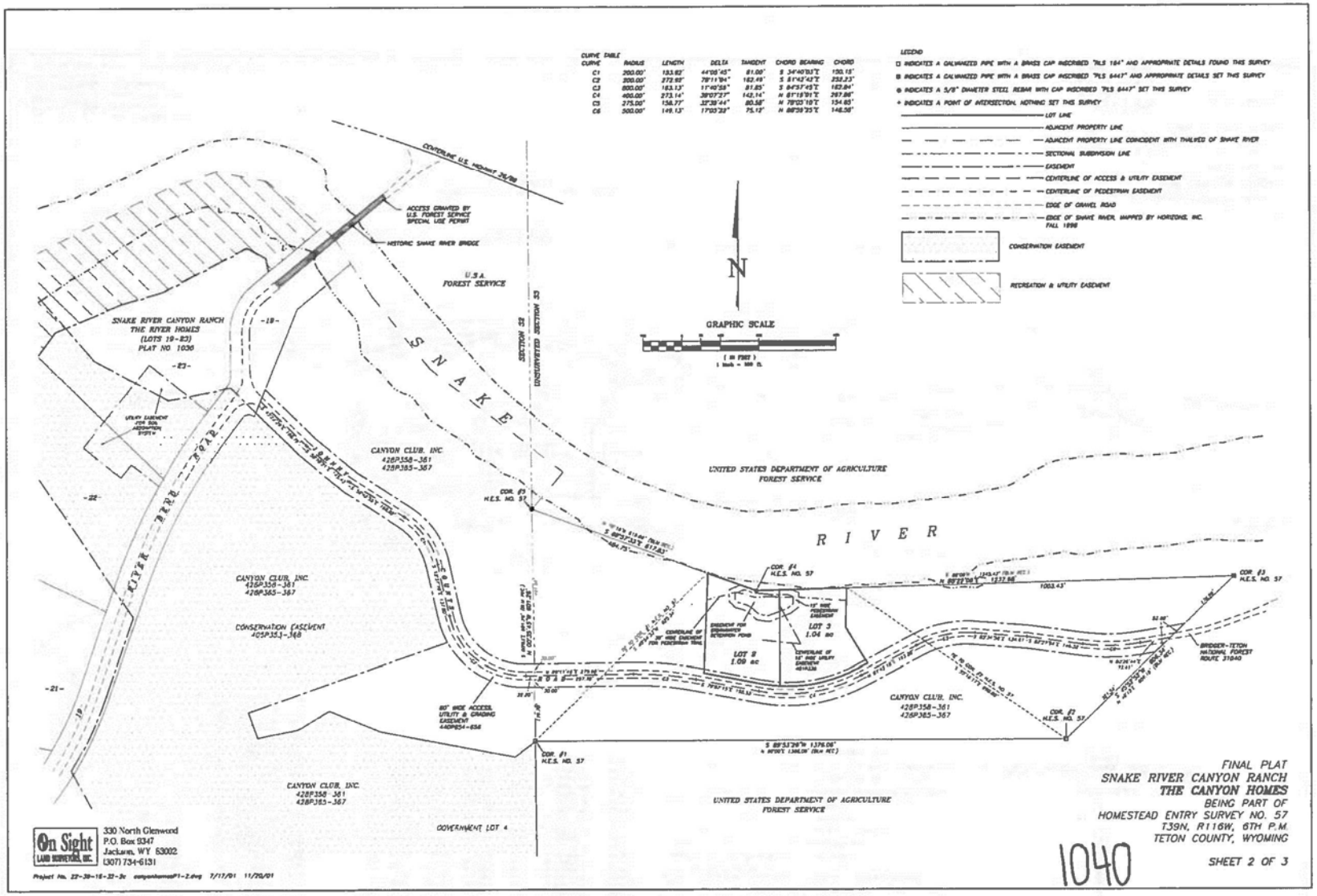
FINAL REVISION DATE: DECEMBER 11, 2001

Grantor: CANYON CLUB INC
Grantee: THE PUBLIC PLAT #1040
[illegible]
Sherry L Daigle, Teton County Clerk

FINAL PLAT
SNAKE RIVER CANYON RANCH
THE CANYON HOMES
BEING PART OF
HOMESTEAD ENTRY SURVEY NO. 57
T39N, R116W, 6TH P.M.
TETON COUNTY, WYOMING

1040

SHEET 1 OF 3


CURVE TABLE
CURVE RADIUS LENGTH DELTA TANGENT CHORD BEARING CHORD
C1 200.00' 133.82' 44°06'45" 81.00' S 34°40'53"E 130.13'
C2 200.00' 272.95' 78°11'04" 162.49' S 81°42'42"E 252.23'
C3 800.00' 163.13' 11°40'58" 81.85' S 84°37'45"E 162.84'
C4 400.00' 273.14' 39°07'27" 142.14' N 81°18'01"E 267.96'
C5 275.00' 158.77' 32°39'44" 80.58' N 78°03'10"E 154.85'
C6 500.00' 148.13' 17°03'28" 75.13' N 88°39'25"E 146.36'
LEGEND
INDICATES A GALVANIZED PIPE WITH A BRASS CAP INSCRIBED "PLS 164" AND APPROPRIATE DETAILS FOUND THIS SURVEY
INDICATES A GALVANIZED PIPE WITH A BRASS CAP INSCRIBED "PLS 6447" AND APPROPRIATE DETAILS SET THIS SURVEY
INDICATES A 5/8" DIAMETER STEEL REBAR WITH CAP INSCRIBED "PLS 6447" SET THIS SURVEY
INDICATES A POINT OF INTERSECTION, NOTHING SET THIS SURVEY
LOT LINE
ADJACENT PROPERTY LINE
ADJACENT PROPERTY LINE COINCIDENT WITH THALWEG OF SNAKE RIVER
SECTIONAL SUBDIVISION LINE
EASEMENT
CENTERLINE OF ACCESS & UTILITY EASEMENT
CENTERLINE OF PEDESTRIAN EASEMENT
EDGE OF GRAVEL ROAD
EDGE OF SNAKE RIVER, MAPPED BY HORIZONS, INC. FALL 1998
CONSERVATION EASEMENT
RECREATION & UTILITY EASEMENT
N
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
CENTERLINE U.S. HIGHWAY 26/89
ACCESS GRANTED BY U.S. FOREST SERVICE SPECIAL USE PERMIT
HISTORIC SNAKE RIVER BRIDGE
U.S.A. FOREST SERVICE
SNAKE RIVER CANYON RANCH THE RIVER HOMES (LOTS 19-23) PLAT NO. 1036
-19-
-23-
-22-
-21-
UTILITY EASEMENT FOR SOIL ABSORPTION SYSTEM
SNAKE RIVER ROAD
CANYON CLUB, INC. 428P358-361 428P365-367
CONSERVATION EASEMENT 405P353-368
SECTION 22
UNSURVEYED SECTION 23
COR. #3 H.E.S. NO. 57
UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE
S N A K E
R I V E R
COR. #4 H.E.S. NO. 57
EASEMENT FOR STORMWATER RETENTION POND
LOT 2 1.09 ac
LOT 3 1.04 ac
CENTERLINE OF 15' WIDE UTILITY EASEMENT 401P438
CENTERLINE OF 10' WIDE EASEMENT FOR PEDESTRIAN TRAIL
1003.43'
COR. #2 H.E.S. NO. 57
BRIDGER-TETON NATIONAL FOREST ROUTE 31040
80' WIDE ACCESS, UTILITY & GRADING EASEMENT 440P654-656
COR. #1 H.E.S. NO. 57
S 89°51'26"W 1376.06'
GOVERNMENT LOT 4
On Sight LAND SURVEYOR, INC.
330 North Glenwood
P.O. Box 9347
Jackson, WY 83002
(307) 734-6131
Project No. 22-20-18-22-2c canyonhomesP1-2.dwg 7/17/01 11/20/01
FINAL PLAT
SNAKE RIVER CANYON RANCH
THE CANYON HOMES
BEING PART OF
HOMESTEAD ENTRY SURVEY NO. 57
T39N, R116W, 6TH P.M.
TETON COUNTY, WYOMING
SHEET 2 OF 3
1040

LINE TABLE

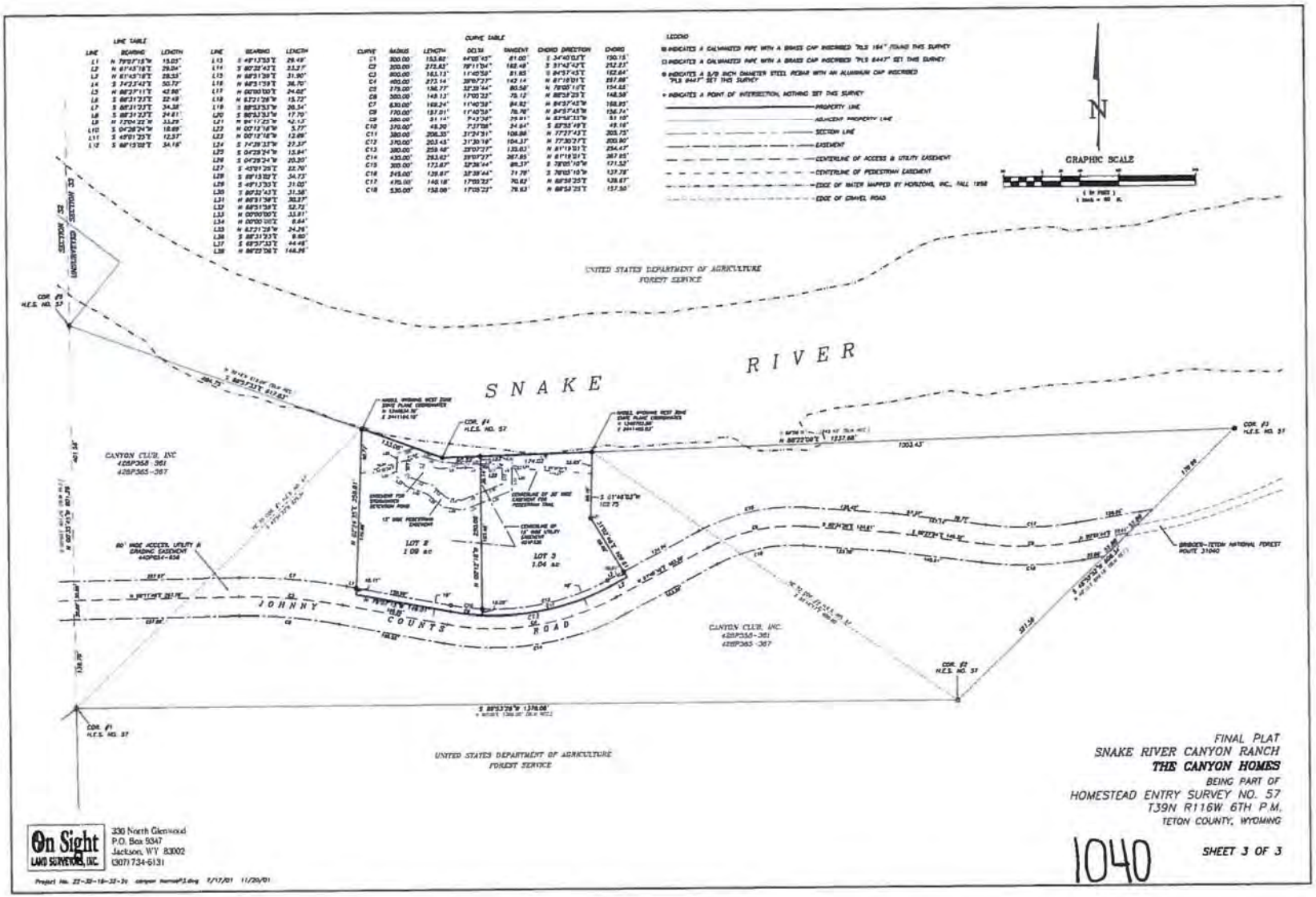
LINE	BEARING	LENGTH
L1	N 79°07'18"W	15.07'
L2	N 61°45'18"E	29.04'
L3	N 61°45'18"E	28.33'
L4	S 74°27'43"E	50.73'
L5	N 88°37'11"E	42.98'
L6	S 88°31'23"E	32.49'
L7	S 88°31'23"E	34.38'
L8	S 88°31'23"E	24.81'
L9	N 12°04'22"W	33.29'
L10	S 04°28'24"W	18.69'
L11	S 48°01'25"E	12.37'
L12	S 88°15'02"E	34.16'
L13	S 48°13'53"E	29.49'
L14	S 80°22'43"E	33.37'
L15	N 88°31'39"E	31.90'
L16	N 88°31'39"E	36.70'
L17	N 00°00'00"E	24.02'
L18	N 67°21'28"W	15.72'
L19	S 88°31'31"W	20.34'
L20	S 88°31'31"W	17.70'
L21	N 04°17'23"W	42.13'
L22	N 00°12'18"W	5.77'
L23	N 00°12'18"W	12.09'
L24	S 74°29'31"W	27.37'
L25	S 04°28'24"W	15.84'
L26	S 04°28'24"W	20.20'
L27	S 45°01'25"E	22.70'
L28	S 88°15'02"E	34.73'
L29	S 48°13'53"E	31.02'
L30	S 80°22'43"E	31.56'
L31	N 88°31'39"E	30.37'
L32	N 88°31'39"E	32.72'
L33	N 00°00'00"E	33.81'
L34	N 00°00'00"E	8.64'
L35	N 67°21'28"W	24.26'
L36	S 88°31'31"E	9.80'
L37	S 68°57'33"E	44.48'
L38	N 88°22'08"E	144.96'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD DIRECTION	CHORD
C1	300.00'	153.82'	44°05'45"	81.00'	S 34°45'01"E	150.15'
C2	300.00'	273.83'	52°11'34"	148.49'	S 31°43'42"E	252.23'
C3	400.00'	163.13'	11°40'38"	81.83'	S 84°57'45"E	162.64'
C4	400.00'	273.14'	39°07'27"	142.14'	N 81°19'01"E	267.88'
C5	275.00'	186.77'	38°39'44"	96.58'	N 78°05'16"E	184.83'
C6	300.00'	149.13'	17°05'22"	75.12'	N 88°34'25"E	148.38'
C7	630.00'	168.24'	11°40'38"	84.82'	N 84°57'45"W	168.05'
C8	170.00'	137.01'	11°40'38"	68.78'	N 84°57'45"W	136.74'
C9	300.00'	51.14'	9°47'06"	25.61'	N 83°54'33"W	51.10'
C10	370.00'	48.30'	7°37'08"	24.64'	S 83°35'49"E	48.16'
C11	380.00'	206.35'	31°24'31"	106.08'	N 77°37'43"E	203.73'
C12	370.00'	203.43'	31°30'19"	104.37'	N 77°30'27"E	200.90'
C13	380.00'	259.48'	39°07'27"	135.03'	N 81°19'01"E	254.47'
C14	430.00'	293.62'	39°07'27"	267.65'	N 81°19'01"E	287.85'
C15	305.00'	173.87'	32°36'44"	89.33'	S 78°05'16"W	171.52'
C16	245.00'	139.61'	32°36'44"	71.78'	S 78°05'16"W	137.78'
C17	415.00'	140.18'	17°05'22"	70.62'	N 88°34'25"E	139.67'
C18	530.00'	158.08'	17°05'22"	79.63'	N 88°34'25"E	157.50'

LEGEND

- ⊗ INDICATES A GALVANIZED PIPE WITH A BRASS CAP INSCRIBED "PLS 164" FOUND THIS SURVEY
- ☐ INDICATES A GALVANIZED PIPE WITH A BRASS CAP INSCRIBED "PLS 8447" SET THIS SURVEY
- ⊗ INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 8447" SET THIS SURVEY
- + INDICATES A POINT OF INTERSECTION, NOTHING SET THIS SURVEY
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- EASEMENT
- CENTERLINE OF ACCESS & UTILITY EASEMENT
- CENTERLINE OF PEDESTRIAN EASEMENT
- EDGE OF WATER MAPPED BY HORIZONS, INC., FALL 1998
- EDGE OF GRAVEL ROAD



FINAL PLAT
SNAKE RIVER CANYON RANCH
THE CANYON HOMES
BEING PART OF
HOMESTEAD ENTRY SURVEY NO. 57
T39N R116W 6TH P.M.
TETON COUNTY, WYOMING

1040

SHEET 3 OF 3

On Sight LAND SURVEYORS, INC.
330 North Glenwood
P.O. Box 9347
Jackson, WY 83002
(307) 734-6131

Project No. 22-30-18-32-3c canyon homes#3.dwg 7/17/01 11/20/01

CERTIFICATE OF SURVEYOR

State of Wyoming)
Ss
County of Teton)

I, Todd Cederholm of Jackson, Wyoming hereby certify that this plat was made from notes taken during a field survey performed by me during the summer and fall of 1999, and from records available in the Office of the Clerk of Teton County, Wyoming.

That the plat correctly represents SNAKE RIVER CANYON RANCH THE RIVER HOMES, a subdivision lying within Lot 4 and Lot 5, Section 32, T39N, R116W, 6th P.M., Teton County, Wyoming, described as follows:

BEGINNING at a point on the south bank of the Snake River, said point bears N 28°36'33"W, 1281.26 feet from Corner No. 1 (southeast corner) of H.E.S. No. 57 where is found a galvanized pipe with a brass cap inscribed "RLS 1847";
THENCE S 21°30'10"W, 300.04 feet;
THENCE along a curve to the left through an angle 67°18'26" having a radius of 20.00 feet and an arc length of 23.57 feet, being subtended by a chord of S 45°34'13"W, 30.83 feet;
THENCE S 37°19'05"W, 53.58 feet;
THENCE along a curve to the left through an angle of 18°20'30" having a radius of 1460.00 feet and an arc length of 467.35 feet, being subtended by a chord of S 28°08'38"W, 465.56 feet;
THENCE S 19°58'10"W, 266.98 feet;
THENCE along a curve to the right through an angle of 21°59'20" having a radius of 1045.00 feet and an arc length of 299.18 feet, being subtended by a chord of S 29°57'30"W, 296.73 feet;
THENCE S 40°57'46"W, 100.21 feet;
THENCE N 42°23'11"W, 80.91 feet;
THENCE N 49°37'49"E, 53.39 feet;
THENCE S 84°30'21"W, 3.82 feet;
THENCE S 64°07'46"W, 200.39 feet;
THENCE S 71°27'53"W, 356.56 feet;
THENCE S 77°34'42"W, 218.61 feet;
THENCE N 88°59'33"W, 238.71 feet to a witness corner on the east bank of the Snake River;
THENCE continuing N 88°59'33"W, 413.08 feet more or less to the thalweg of the Snake River;
THENCE following said thalweg upstream through the following courses:
N 39°18'23"E, 185.92 feet more or less;
N 33°16'44"E, 411.08 feet more or less;
N 37°05'15"E, 331.21 feet more or less;
N 44°27'40"E, 368.40 feet more or less;
N 46°38'42"E, 786.08 feet more or less;
N 63°26'36"E, 483.11 feet more or less;
N 71°09'27"E, 140.18 feet more or less;
S 79°07'36"E, 134.18 feet more or less;
S 49°31'04"E, 226.30 feet more or less;
S 32°13'29"E, 86.43 feet more or less;
THENCE departing said thalweg, S 30°28'24"W, 182.88 feet more or less to the POINT OF BEGINNING;

Said parcel ENCOMPASSES an area of 45.93 acres, more or less, said area will vary as the thalweg of the Snake River varies;

Together with and subject to Covenants, Conditions and Restrictions and any easements, rights-of-way, or encumbrances of sight and/or record, including, but not limited to those shown hereon;

All points and corners will be monumented as shown hereon by October, 2001;

There are surface water rights appurtenant to this subdivision, as indicated in the water rights notes which shall be abandoned in accordance with Section 18-6-308(a)(vi) Wyoming State Statutes, 1977, as amended, further that a petition requesting said abandonment as been submitted to the State Board of Control as more particularly described in the Water Rights Notes on this plat.

Todd Cederholm
Wyoming Professional Land Surveyor No. 9447

7/17/2001

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Todd Cederholm on this 17th day of July, 2001.
Witness my hand and official seal.

Notary Public

My commission expires: 7/21/04

JULIE S. GIOPPARDI
Notary Public
County of Teton
State of Wyoming
My Commission Expires 7/21/2004

Julie S. Gioppardi

WATER RIGHTS NOTES

Surface water rights appurtenant to this subdivision are summarized as follows:

All lots in this subdivision have rights for original supply under the Astoria Mineral Springs, Inc. Appropriation, through Lost Pipeline, Permit No. 2.3084, diverting from the Snake River with a priority of April 8, 1971.

A petition requesting voluntary abandonment of said rights has been made to the State Board of Control, said rights shall be abandoned in accordance with Section 18-3-308(a)(vi) Wyoming State Statutes, 1977, as amended.

On Sight LAND SURVEYORS, INC.
330 North Glenwood
P.O. Box 9347
Jackson, WY 83002
(307) 734-6131

Project No. 22-39-16-32-3a riverhomes2.dwg 7/13/01

CERTIFICATE OF OWNER

State of Wyoming)
Ss
County of Teton)

The undersigned owner and proprietor hereby certifies that the foregoing subdivision of a parcel within Lot 4 and Lot 5 of Section 32, T39N, R116W, 6th P.M., Teton County, Wyoming as shown on this plat and more particularly described on the Certificate of Surveyor is with its free consent and in accordance with its desires;

that the name of the foregoing subdivision shall be SNAKE RIVER CANYON RANCH THE RIVER HOMES;

that this subdivision shall be subject to a Declaration of Covenants, Conditions, and Restrictions to be recorded in the Office of the Clerk of Teton County, Wyoming, concurrently with this plat;

that this subdivision has the use and benefit of that Special Use Permit and subsequent easement granted by the U.S. Forest Service to the undersigned that permits ingress and egress to U.S. Highway No. 26/89 across the Historic Snake River Bridge as shown hereon;

that use and benefit of that Special Use Permit and subsequent easement granted by the U.S. Forest Service to the undersigned is appurtenant to the lands of record in said Office in Book 291 of Photo, Pages 378; Book 311 of Photo, Page 446; Book 330 of Photo, Pages 793-795; Book 353 of Photo, Pages 691-692; Book 400 of Photo, Pages 718-719; Book 412 of Photo, Pages 623-625; Book 413 of Photo, Pages 515-520; Book 428 of Photo, Pages 358-361; Book 428 of Photo, Pages 363-364; and Book 428 of Photo, Pages 365-367;

that the undersigned owner, its heirs, successors, and assigns, reserves the right to grant in favor of other parties non-exclusive easements over, under, across, and through River Bend Road of the foregoing subdivision;

that River Bend Road contains an access and utility easement appurtenant to the lands of record in said Office in Book 291 of Photo, Page 378; Book 311 of Photo, Page 446; Book 330 of Photo, Pages 793-795; Book 353 of Photo, Pages 691-692; Book 400 of Photo, Pages 718-719; Book 412 of Photo, Pages 623-625; Book 413 of Photo, Pages 515-520; Book 428 of Photo, Pages 358-361; Book 428 of Photo, Pages 363-364; and Book 428 of Photo, Pages 365-367;

that River Bend Road of the foregoing subdivision which constitutes Lot 19 is a private road and shall serve as a non-exclusive easement for access and utility purposes for each owner of a lot within SNAKE RIVER CANYON RANCH THE RIVER HOMES;

that this subdivision is subject to that conservation easement as described in that instrument recorded in said Office in Book 405 of Photo, Pages 353-368;

that this subdivision is subject to that 15 foot-wide utility easement granted to Lower Valley Power & Light, Inc. for the construction and continued maintenance, repair, alteration and replacement of electric distribution circuits, lines and equipment as described in Book 330 of Photo, Page 904 on file in said Office;

that this subdivision is subject to that recreation and utilities easement as shown hereon dedicated for the use and benefit of Lot 20, Lot 21, Lot 22, Lot 23, and Canyon Club, Inc., its heirs, successors, and assigns;

that a 15 foot-wide easement for Flycatcher Road across Lot 20 as shown hereon is hereby reserved as an access and utility easement for the use of Canyon Club, Inc., its heirs, successors, and assigns, subject to the right of the owner of Lot 20 to use said easement for access and utility purposes also;

that a 20 foot-wide easement across Lot 21 and Lot 22 as shown hereon is hereby dedicated as an access and utility easement for the use of Canyon Club, Inc., its heirs, successors, and assigns, subject to the right of the owners of Lot 21 and Lot 22 to use said easement for access and utility purposes also;

that this subdivision is subject to that 20 foot-wide utility easement as shown hereon for the benefit of Lot 20, Lot 21, Lot 22, and Lot 23;

that a utility easement for a community sewer and conservation system is dedicated for the use of Lot 20, Lot 21, Lot 22, Lot 23, and Canyon Club, Inc., its heirs, successors, and assigns;

that the undersigned, its heirs, successors, and assigns, is responsible for the operation and maintenance of the centralized force main sewer lines, pump stations, wet well pump, and community soil absorption system (leachfield) as identified on the "Snake River Canyon Sewer Improvements" drawing dated 10/19/99;

that each homeowner in this subdivision is responsible for the operation and maintenance of an on-site septic tank, pump chamber, effluent pump, and pressurized service line leading to the centralized force main collection pipes as identified on the "Snake River Canyon Ranch Sewer Improvements" drawing prepared by Jerald S. Crews, P.E., and dated 10/19/99;

that non-exclusive easements in road rights-of-way are hereby granted to Lower Valley Energy, Inc., U.S. West Communications, Inc., and TCI Cablevision of Wyoming, Inc., their heirs, successors, and assigns for the installation and maintenance of underground utilities serving the lots of the foregoing subdivision;

that this subdivision is subject to any other easements, restrictions, reservations, rights-of-way, and conditions of sight or record including, but not limited to those shown hereon;

that there are surface water rights attached to the lands of the foregoing subdivision as more particularly described in the Water Rights Notes on this plat, and that all surface water rights appurtenant to said lands shall be abandoned in accordance with Section 18-3-308(a)(vi), Wyoming Statutes, 1977, as amended Statutes;

that the seller does not warrant to the purchaser that he shall have any rights to the natural flow of any stream within or adjacent to said subdivision;

(continued next column)

CERTIFICATE OF OWNER (continued)

that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to said subdivision;

that all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming are hereby waived and relinquished.

CANYON CLUB, INC.
a Wyoming Corporation

BY: L. Richard Edgemond
President

STATE OF WYOMING)
Ss
COUNTY OF TETON)

On the 24 day of July, 2001, before me personally came, L. Richard Edgemond to me known, who, being by me duly sworn, did depose and say that he is the President of Canyon Club, Inc., the Corporation described in the foregoing Certificate of Owner and who executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said Corporation, and he acknowledges that this instrument is the free act and deed of the said Corporation.

WITNESS my hand and official seal.

Deborah L. Phillips

Notary Public

My commission expires: 10/2/04

DEBORAH L. PHILLIPS - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires October 2, 2004

CERTIFICATE OF ENGINEER

State of Wyoming)
Ss
County of Fremont)

I, Jerald S. Crews of Riverton, Wyoming hereby certify that the water distribution and sewer collection facilities for the foregoing subdivision are adequate and safe, and meet Federal, State, and Teton County requirements if built as designed and operated correctly.

Jerald S. Crews
PE No. 1873

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Jerald S. Crews on this 23rd day of July, 2001.
Witness my hand and official seal.

Julie S. Gioppardi
My commission expires: 7/21/04

Notary Public

JULIE S. GIOPPARDI - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires 7/21/2004

CERTIFICATE OF ACCEPTANCE

State of Wyoming)
Ss
County of Teton)

Pursuant to Section 34-12-103 and Sections 18-5-301 through 18-5-315, Wyoming Statutes, 1977, as amended, the foregoing SNAKE RIVER CANYON RANCH THE RIVER HOMES was approved at the regular meeting of the Board of County Commissioners of Teton County, Wyoming held the 24th day of July, 2001.

Subject to the Resolution for the Adoption of the Teton County Comprehensive Plan and Land Development Regulations dated May 8, 1994 and effective May 24, 1994, as amended

Attest:

Sherry L. Daigle, Clerk

BOARD OF COUNTY COMMISSIONERS
COUNTY OF TETON

William A. Paddleford, Chair

NO PUBLIC MAINTENANCE OF STREETS OR ROADS

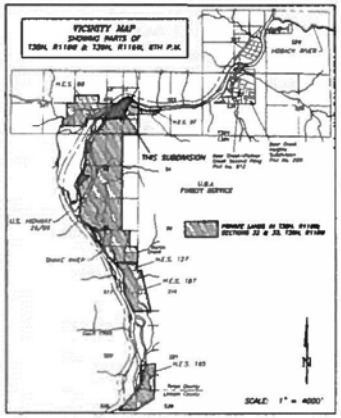
THIS SUBDIVISION IS SERVED BY A COMMUNITY WATER SYSTEM

THIS DEVELOPMENT LIES IN THE IMMEDIATE PROXIMITY TO A HELI SKIING OPERATION

SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS WITH REGARD TO THE NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISION EXCEPT IN ACCORDANCE WITH TETON COUNTY LAND DEVELOPMENT REGULATIONS



OWNER & DEVELOPER
CANYON CLUB, INC.
1 JOHNNY COUNTS ROAD
JACKSON, WY 83001

SURVEYOR
ON SIGHT LAND SURVEYORS, INC.
330 NORTH GLENWOOD
P.O. BOX 9347
JACKSON, WY 83002

ENGINEER
CARDINAL DESIGN GROUP
2134 ROSE LANE
RIVERTON, WY 82501

ZONING DISTRICT: PLANNED UNIT DEVELOPMENT (PUD) FOR PLANNED RESORT

ZONING OVERLAYS: NATURAL & SCENIC RESOURCE OVERLAYS (NRO & SRO)

NUMBER OF LOTS: 4 RESIDENTIAL LOTS

PROJECT ACREAGE: 45.93 ACRES+/-

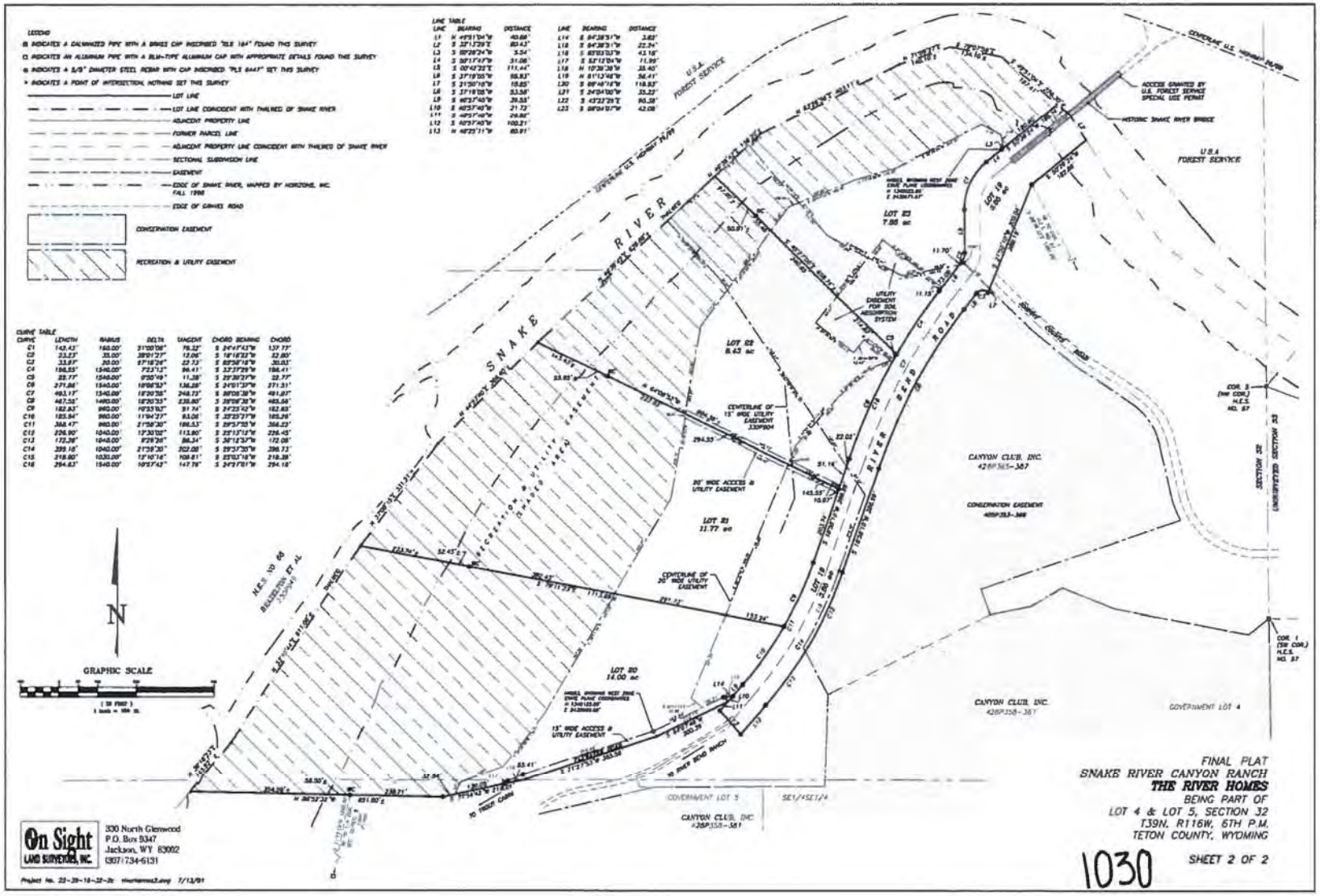
SUBMITTAL DATE: FEBRUARY 2, 2001

FINAL REVISION DATE: JULY 13, 2001

FINAL PLAT
SNAKE RIVER CANYON RANCH
THE RIVER HOMES
BEING PART OF
LOT 4 & LOT 5, SECTION 32
T39N, R116W, 6TH P.M.
TETON COUNTY, WYOMING

SHEET 1 OF 2

1030


LEGEND
INDICATES A DALWANIZED PIPE WITH A BRASS CAP INSCRIBED "ELS 164" FOUND THIS SURVEY
INDICATES AN ALUMINUM PIPE WITH A BLM-TYPE ALUMINUM CAP WITH APPROPRIATE DETAILS FOUND THIS SURVEY
INDICATES A 5/8" DIAMETER STEEL REBAR WITH CAP INSCRIBED "PLS 6447" SET THIS SURVEY
INDICATES A POINT OF INTERSECTION, NOTHING SET THIS SURVEY
LOT LINE
LOT LINE COINCIDENT WITH THALWEG OF SNAKE RIVER
ADJACENT PROPERTY LINE
FORMER PARCEL LINE
ADJACENT PROPERTY LINE COINCIDENT WITH THALWEG OF SNAKE RIVER
SECTIONAL SUBDIVISION LINE
EASEMENT
EDGE OF SNAKE RIVER, MAPPED BY HORIZONS, INC. FALL 1998
EDGE OF GRAVEL ROAD
CONSERVATION EASEMENT
RECREATION & UTILITY EASEMENT
LINE TABLE
CURVE TABLE
GRAPHIC SCALE
SNAKE RIVER
RIVER SEND ROAD
U.S.A. FOREST SERVICE
CANYON CLUB, INC.
CONSERVATION EASEMENT
GOVERNMENT LOT 4
GOVERNMENT LOT 5
SE1/4SE1/4
SECTION 32
LOT 23 7.95 ac
LOT 22 8.43 ac
LOT 21 11.77 ac
LOT 20 14.00 ac
LOT 19
ACCESS GRANTED BY U.S. FOREST SERVICE SPECIAL USE PERMIT
HISTORIC SNAKE RIVER BRIDGE
UTILITY EASEMENT FOR SOIL ABSORPTION SYSTEM
CENTERLINE OF 15' WIDE UTILITY EASEMENT
CENTERLINE OF 30' WIDE UTILITY EASEMENT
30' WIDE ACCESS & UTILITY EASEMENT
15' WIDE ACCESS & UTILITY EASEMENT
RECREATION & UTILITY EASEMENT
TO TETON CANYON
TO RIVER BEND RANCH
On Sight LAND SURVEYORS, INC.
330 North Glenwood
P.O. Box 9347
Jackson, WY 83002
(307) 734-6131
FINAL PLAT
SNAKE RIVER CANYON RANCH
THE RIVER HOMES
BEING PART OF
LOT 4 & LOT 5, SECTION 32
T.39N., R116W., 6TH P.M.
TETON COUNTY, WYOMING
1030
SHEET 2 OF 2

CERTIFICATE OF SURVEYOR

State of Wyoming)
ss
County of Teton)

I, Todd Cederholm of Jackson, Wyoming hereby certify that this plat was made from notes taken during a field survey performed by me during the summer and fall of 1999, and from records available in the Office of the Clerk of Teton County, Wyoming;

That the plat correctly represents SNAKE RIVER CANYON RANCH THE RANCH HOMES, a subdivision lying within Lot 4, Lot 5, and the SE1/4SE1/4 of Section 32, T39N, R116W, 6th P.M., Teton County, Wyoming described as follows:

BEGINNING at Corner No. 1 (southeast corner) of H.E.S. No. 37 where is found a galvanized pipe with a brass cap inscribed "RLS 164";
THENCE along the east line of said Section 32, S 00°35'45"E, 1739.15 feet to the southeast corner of said Section 32 where is found a monument as described in a Wyoming Corner Record on file in said Office;
THENCE along the south line of said SE1/4SE1/4, N 89°49'51"W, 1321.42 feet to the east 1/16 corner common to said Section 32 and Section 5, T38N, R116W, where is found an aluminum pipe with a BLM-type aluminum cap inscribed with appropriate details;
THENCE along the south line of said Government Lot 5, N 89°48'19"W, 1321.88 feet to the 1/4 corner common to said Section 32 and said Section 5 where is found an aluminum pipe with a BLM-type aluminum cap inscribed with appropriate details;
THENCE along said south line, N 89°53'11"E, 700.14 feet;
THENCE departing said south line, N 48°10'27"E, 468.37 feet;
THENCE N 54°15'11"E, 153.24 feet;
THENCE N 47°27'00"E, 475.18 feet;
THENCE N 49°04'00"E, 832.57 feet;
THENCE N 37°13'25"E, 115.15 feet;
THENCE N 56°02'44"E, 101.12 feet;
THENCE N 89°04'18"E, 383.47 feet;
THENCE N 88°41'43"W, 450.37 feet;
THENCE N 70°05'00"E, 1162.38 feet;
THENCE N 02°26'53"E, 68.63 feet to the POINT OF BEGINNING;

Said parcel encompasses an area of 83.23 acres, more or less;

Together with and subject to Covenants, Conditions and Restrictions and any easements, rights-of-way or encumbrances of sight and/or record, including, but not limited to those shown hereon;

All points and corners will be monumented as shown hereon by October 2001;

Todd Cederholm
Wyoming Professional Land Surveyor No. 6447

7/17/2001

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Todd Cederholm on this 17th day of July, 2001.
Witness my hand and official seal.

Notary Public

My commission expires: 7/31/04

JULIE S. IRAPPORT - NOTARY PUBLIC
County of Teton — State of Wyoming
My Commission Expires 7-31-2004

Julie S. Irappart

CERTIFICATE OF ENGINEER

State of Wyoming)
ss
County of Teton)

I, Jerald B. Crowe of Riverton, Wyoming hereby certify that the water distribution facilities for the foregoing subdivision are adequate and safe, and meet Federal, State, and Teton County requirements if built as designed and operated correctly.

Jerald B. Crowe
PE No. 1873

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Jerald B. Crowe on this 24th day of July, 2001.
Witness my hand and official seal.

Julie S. Irappart

Notary Public

My commission expires: 7/31/04

JULIE S. IRAPPORT - NOTARY PUBLIC
County of Teton — State of Wyoming
My Commission Expires 7-31-2004

On Sight
LAND SURVEYORS, INC.
330 North Glenwood
P.O. Box 9347
Jackson, WY 83002
(307) 734-6131

Project No. 22-38-16-32-3s ranchhomesP1-2.dwg 2/2/01 rev 7/13/01

CERTIFICATE OF OWNER

State of Wyoming)
ss
County of Teton)

The undersigned owner and proprietor hereby certifies that the foregoing subdivision of a parcel within Lot 4, Lot 5, and the SE1/4SE1/4 of Section 32, T39N, R116W, 6th P.M., Teton County, Wyoming as shown on this plat and more particularly described under the Certificate of Surveyor is with its free consent and in accordance with its desires;

that the name of the foregoing subdivision shall be SNAKE RIVER CANYON RANCH THE RANCH HOMES;

that this subdivision is subject to a Declaration of Covenants, Conditions, and Restrictions to be recorded in the Office of the Clerk of Teton County, Wyoming, concurrently with this plat;

that this subdivision has the use and benefit of that Special Use Permit and subsequent easement granted by the U.S. Forest Service to the undersigned that permits ingress and egress to U.S. Highway No. 26/89 across the Historic Snake River Bridge as shown hereon;

that use and benefit of that Special Use Permit and subsequent easement granted by the U.S. Forest Service to the undersigned is appurtenant to the lands of record in said Office in Book 291 of Photo, Page 378; Book 311 of Photo, Page 440; Book 380 of Photo, Pages 783-785; Book 393 of Photo, Pages 691-682; Book 400 of Photo, Pages 718-719; Book 412, Pages 623-625; Book 413 of Photo, Pages 815-820; Book 428 of Photo, Pages 358-361; Book 428 of Photo, Pages 362-364; and Book 429 of Photo, Pages 365-367;

that the undersigned owner, its heirs, successors, and assigns, reserves the right to grant in favor of other parties non-exclusive easements over, under, across, and through River Bend Road of the foregoing subdivision;

that River Bend Road contains an access and utility easement appurtenant to the lands of record in said Office in Book 291 of Photo, Page 378; Book 311 of Photo, Page 440; Book 380 of Photo, Pages 783-785; Book 393 of Photo, Pages 681-682; Book 400 of Photo, Pages 718-719; Book 412 of Photo, Pages 623-625; Book 413 of Photo, Pages 815-820; Book 428 of Photo, Pages 358-361; Book 428 of Photo, Pages 362-364; and Book 429 of Photo, Pages 365-367;

that River Bend Road of the foregoing subdivision which constitutes Lot 28 is a private road and shall serve as a non-exclusive easement for access and underground utilities for each owner of a lot within SNAKE RIVER CANYON RANCH THE RANCH HOMES;

that this subdivision has the use and benefit of that 80 foot-wide access and utility easement for River Bend Road as shown hereon and described in that instrument recorded in Book 428 of Photo, Pages 368-370 on file in said Office;

that this subdivision has the use and benefit of that 80 foot-wide access and utility easement for Elk Ridge Road as shown hereon and described in that instrument recorded in Book 318 of Photo, Pages 836-653 on file in said Office;

that a 40 foot-wide easement for Elk Ridge Road across Lot 24, Lot 25, Lot 26, and Lot 27 as shown hereon is hereby dedicated as an access and utility easement for the use of the owners of Lot 25, Lot 26, Lot 27, and Canyon Club, Inc., its heirs, successors, and assigns;

that this subdivision is subject to that conservation easement as described in that instrument recorded in said Office in Book 405 of Photo, pages 353-368;

that a 30 foot-wide easement across Lot 28 as shown hereon is hereby dedicated as an access and utility easement for the use of Canyon Club, Inc., its heirs, successors, and assigns;

that a 10,000 square foot easement across Lot 29 as shown hereon is hereby dedicated as an access and utility easement for the use of Canyon Club, Inc., its heirs, successors, and assigns;

that non-exclusive easements in road rights-of-way are hereby granted to Lower Valley Energy, Inc., U.S. West Communications, Inc., and TCI Cablevision of Wyoming, Inc., their heirs, successors, and assigns for the installation and maintenance of underground utilities serving the lots of the foregoing subdivision; that this subdivision is subject to any other easements, restrictions, reservations, rights-of-way, and conditions of sight or record including, but not limited to those shown hereon;

that the seller does not warrant to the purchaser that he shall have any rights to the natural flow of any stream within or adjacent to said subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to said subdivision;

that all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;

CANYON CLUB, INC.
a Wyoming Corporation

BY: L. Richard Edgcomb
President

STATE OF Wyoming)
ss
COUNTY OF Teton)

On the 24th day of July, 2001, before me personally came, L. Richard Edgcomb to me known, who, being by me duly sworn, did depose and say that he is the President of Canyon Club, Inc., the Corporation described in the foregoing Certificate of Owner and who executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said Corporation, and he acknowledges that this instrument is the free act and deed of the said Corporation.

WITNESS my hand and official seal.

Deborah A. Phillips

Notary Public

My commission expires: 10/2/04

DEBORAH A. PHILLIPS - NOTARY PUBLIC
County of Teton — State of Wyoming
My Commission Expires October 2, 2004

CERTIFICATE OF ACCEPTANCE

State of Wyoming)
ss
County of Teton)

Pursuant to Section 34-12-103 and Sections 18-5-301 through 18-5-315, Wyoming Statutes, 1977, as amended, the foregoing SNAKE RIVER CANYON RANCH THE RANCH HOMES was approved at the regular meeting of the Board of County Commissioners of Teton County, Wyoming held the 24th day of July, 2001.
Subject to the Resolution for the Adoption of the Teton County Comprehensive Plan and Land Development Regulations dated May 9, 1994 and effective May 24, 1994, as amended.

Attest:

Sherry L. Daigle, Clerk

BOARD OF COUNTY COMMISSIONERS
COUNTY OF TETON

William A. Paddleford, Chair

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM

NO PUBLIC MAINTENANCE OF STREETS OR ROADS

THIS SUBDIVISION IS SERVED BY A COMMUNITY WATER SYSTEM

THIS DEVELOPMENT LIES IN THE IMMEDIATE PROXIMITY TO A HELI SKIING OPERATION

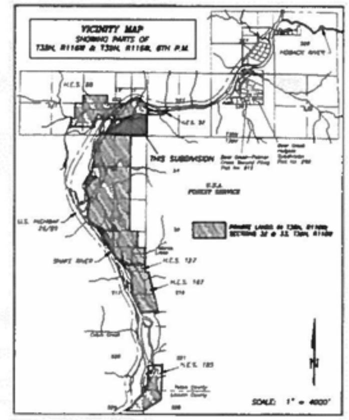
SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS WITH REGARD TO THE NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISION EXCEPT IN ACCORDANCE WITH TETON COUNTY LAND DEVELOPMENT REGULATIONS

WATER RIGHTS NOTES

There are no water rights appurtenant to this subdivision.



OWNER & DEVELOPER
CANYON CLUB, INC.
1 JOHNNY COUNTS ROAD
JACKSON, WY 83001

SURVEYOR
ON SIGHT LAND SURVEYORS, INC.
330 NORTH GLENWOOD
P.O. BOX 9347
JACKSON, WY 83002

ENGINEER
CARDINAL DESIGN GROUP
2334 ROSE LANE
RIVERTON, WY 82501

ZONING DISTRICT: PLANNED UNIT DEVELOPMENT (PUD) FOR PLANNED RESORT

ZONING OVERLAYS: NATURAL & SCENIC RESOURCE OVERLAYS (NRO & SRO)

NUMBER OF LOTS: 4 RESIDENTIAL LOTS

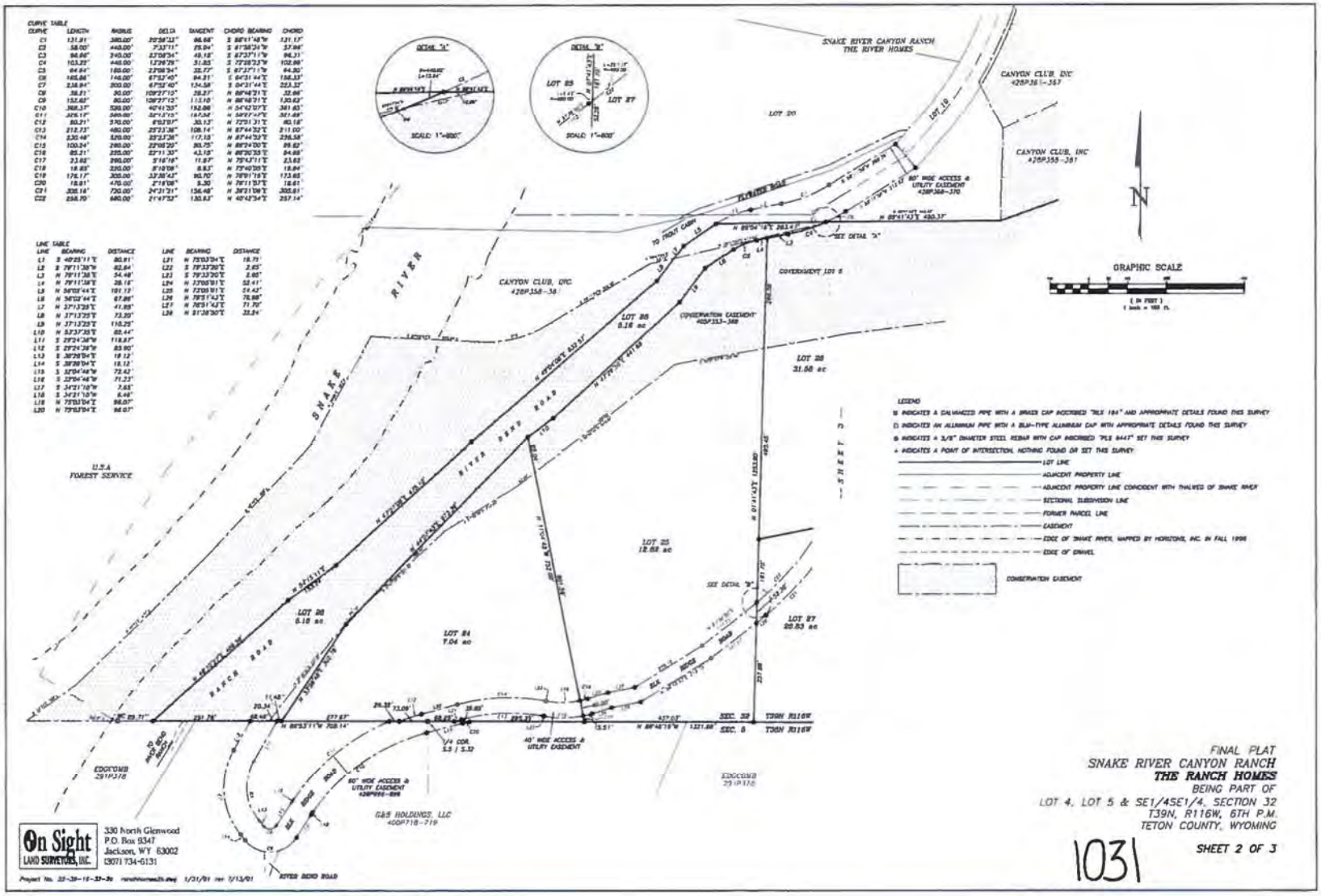
TOTAL PROJECT ACREAGE: 83.23 ACRES

SUBMITTAL DATE: JULY 13, 2001

FINAL PLAT
SNAKE RIVER CANYON RANCH
THE RANCH HOMES
BEING PART OF
LOT 4, LOT 5 & SE1/4SE1/4, SECTION 32
T39N, R116W, 6TH P.M.
TETON COUNTY, WYOMING

SHEET 1 OF 3

1031



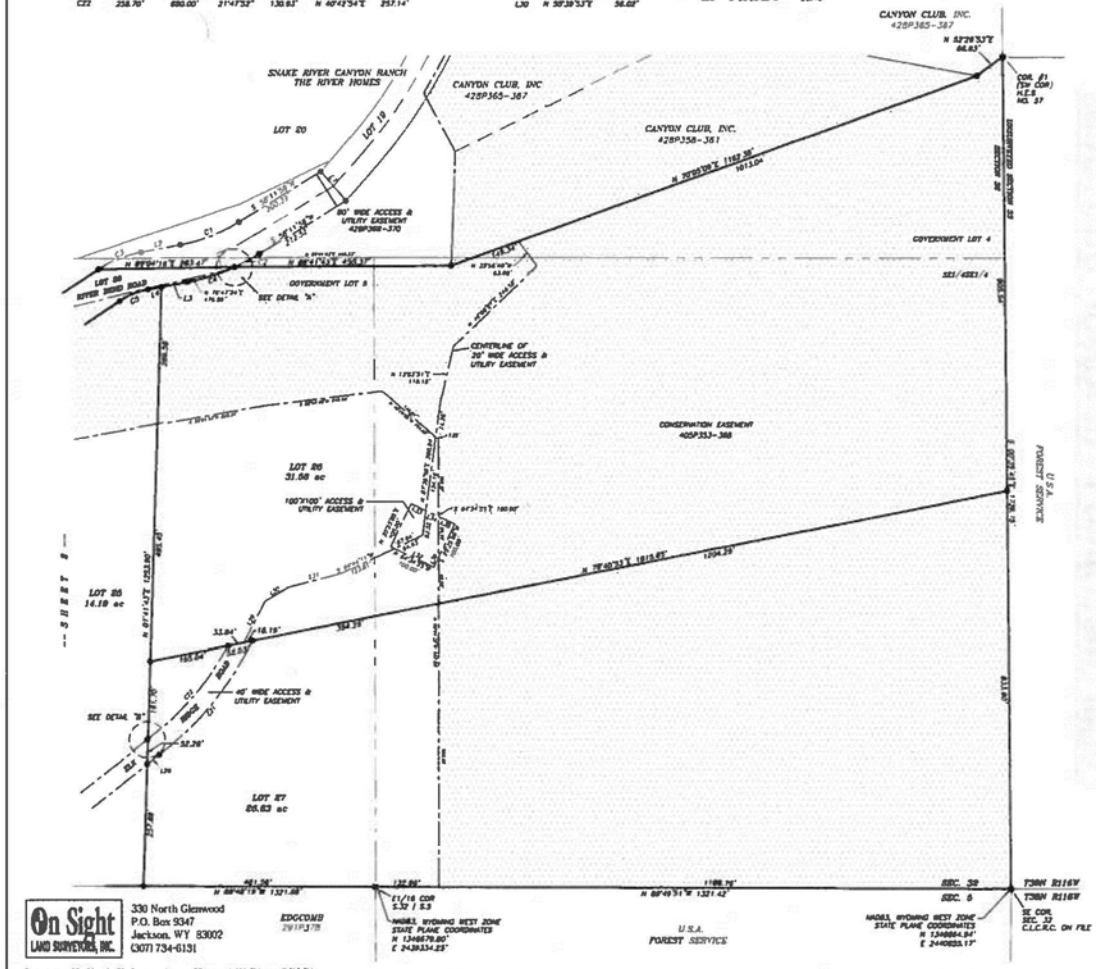
FINAL PLAT
SNAKE RIVER CANYON RANCH
THE RANCH HOMES
BEING PART OF
LOT 4, LOT 5 & SE1/4SE1/4, SECTION 32
T39N, R116W, 6TH P.M.
TETON COUNTY, WYOMING

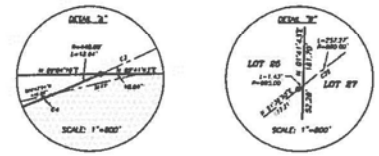
1031

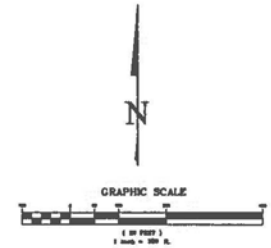
SHEET 2 OF 3

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	131.81'	380.00'	20°39'40"	66.70'	S 68°41'48"W	131.17'
C2	58.00'	440.00'	7°33'16"	29.04'	S 81°56'34"W	57.96'
C3	96.98'	240.00'	23°08'34"	49.15'	S 67°37'11"W	96.31'
C4	183.22'	440.00'	23°28'29"	51.85'	S 72°28'23"W	182.09'
C5	64.64'	180.00'	23°08'34"	32.77'	S 67°37'11"W	64.30'
C21	306.16'	720.00'	24°31'21"	156.48'	N 39°21'08"E	305.61'
C22	258.70'	680.00'	21°47'52"	130.81'	N 40°43'54"E	257.14'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 40°25'11"E	80.81'
L2	S 79°11'38"W	82.64'
L3	N 79°11'38"E	54.48'
L4	N 79°11'38"E	28.16'
L28	N 51°38'30"E	32.24'
L29	N 29°00'48"E	87.16'
L30	N 30°39'53"E	56.02'
L31	N 75°24'32"E	114.26'
L32	N 64°24'33"W	80.85'
L33	S 64°24'38"E	33.82'
L34	S 64°24'33"E	28.40'
L35	S 64°24'33"E	36.67'
L36	S 25°23'35"W	23.18'







LEGEND

- ■ INDICATES A GALVANIZED PIPE WITH A BRASS CAP INSCRIBED "PLS 164" AND APPROPRIATE DETAILS FOUND THIS SURVEY
- □ INDICATES AN ALUMINUM PIPE WITH A BLM-TYPE ALUMINUM CAP WITH APPROPRIATE DETAILS FOUND THIS SURVEY
- ⊕ INDICATES A 5/8" DIAMETER STEEL REBAR WITH CAP INSCRIBED "PLS 6447" SET THIS SURVEY
- + INDICATES A POINT OF INTERSECTION, NOTHING SET THIS SURVEY
- LOT LINE
- ADJACENT PROPERTY LINE
- FORMER PARCEL LINE
- SECTIONAL SUBDIVISION LINE
- EASEMENT
- CONSERVATION EASEMENT

FINAL PLAT
SNAKE RIVER CANYON RANCH
THE RANCH HOMES
BEING PART OF
LOT 4, LOT 5 & SE1/4SE1/4, SECTION 32
T39N, R116W, 6TH P.M.
TETON COUNTY, WYOMING

SHEET 3 OF 3

1031

On Sight LAND SURVEYORS, INC.
330 North Glenwood
P.O. Box 9347
Jackson, WY 83002
(307) 734-6131

Project No. 22-39-16-32-2c rsnrhhomes38.dwg 1/31/01 rev 7/13/01

Attachment 2
Legal Descriptions of Resort Sub Areas

Legal Description
of
Resort Area Sub-Area I

Being a portion of that tract of land described in that Quit Claim Deed recorded in Book 859 of photos, pages 380-385, in the Office of the Clerk, Teton County, Wyoming and located within the H.E.S. 57, Section 32, T.39N., R.116W., 6th. P.M., Teton County, Wyoming, being more particularly described as follows:

BEGINNING at the intersection of the north Right-of-way line of Johnny Counts Road and the east line of Lot 19, Plat No. 1030, recorded in said Office;

THENCE, N 21°50'10" E, 224.11 feet, along said east line, to a point;

THENCE, N 50°28'25" E, 46.59 feet, more or less, along said east line, to a point on the left bank of the Snake River;

THENCE, bounded by the Snake River on the north and following the left bank of the Snake River, generally through the following courses:

S 33°19'08" E, 131.62 feet, to a point;
S 46°12'37" E, 292.00 feet, to a point;
S 74°32'37" E, 49.13 feet, to a point;
S 49°14'29" E, 58.39 feet, to a point;
S 20°41'51" E, 66.42 feet, to a point;
S 53°33'37" E, 215.27 feet, to a point;
S 69°57'33" E, 180.08 feet, to a point;

THENCE, S 32°09'59" W, 273.49 feet, departing said left bank, to a point;

THENCE, N 70°43'48" W, 235.12 feet, to a point intersecting the northerly Right-of-Way line of said Johnny Counts Road;

THENCE, along said northerly Right-of-Way line the following courses:

N 12°37'10" W, 83.11 feet, along said northerly Right-of-Way to a point of curvature;

Following a curve to the left having an arc length of 177.01 feet, a radius of 230.00 feet, a delta angle of 44°05'45", a chord bearing of N 34°40'02" W, and a chord length of 172.68 feet to a point of tangency;

N 56°42'55" W, 167.10 feet, to a point;
N 50°10'20" W, 142.46 feet, to a point;
N 45°22'28" W, 178.14 feet, to the **POINT OF BEGINNING.**

Said tract contains 5.21 Acres, more or less.

The north line of said tract may vary as the left bank of the Snake River varies due to natural or unnatural occurrences.

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JOHNNY CONNELL ROAD
Resort Area
5.2 Ac ±
SNAKE RIVER
N 90°19'30" W
S 74°32'37" E
S 49°14'35" E
S 20°41'51" E
S 52°03'35" E 434.34'
S 39°14'35" E
127.72'
S 69°37'32" E 444.78'
S 32°13'50" E
S 32°24'09" E
24.07'
S 45°13'50" E 22.00'
S 23°19'09" E
136.28'
S 40°25'25" E 182.85'
N 32°24'09" W
229.81'
N 39°07'55" W
S 32°24'09" E
Astoria Hot Springs Resort Tract
Being a portion of
SE1/4SE¼ Gov't Lots 4&5 Sec. 32 & H.E.S. No. 57
T.39N.,R. 116W., 6th P.M.
Teton County, Wyoming
Exhibit A Resort Tract
Sheet 1 of 1

Legal Description
For
Sub-Area II of the Snake River Canyon Ranch Resort
Planned Unit Development for Planned Resort

The following lots within subdivisions recorded in the Office of the Clerk, Teton County, Wyoming more particularly described as follows:

Lots 2 and 3 of the Snake River Canyon Ranch, the Canyon Homes, recorded in the Office of the Clerk of Teton County as Plat No. 1040, being part of Homestead Entry Survey No. 57, T. 39 N., R. 116 W., 6th PM, Teton County, Wyoming.

Lot 2 PIDN: 22-39-16-32-4-03-001
Lot 3 PIDN: 22-39-16-32-4-03-002

AND

Lot 23 of the Snake River Canyon Ranch, the River Homes, recorded in the Office of the Clerk of Teton County as Plat No. 1030, being part of Government Lots 4 & 5 Section 32 T. 39 N., R. 116 W., 6th PM, Teton County, Wyoming.

Lot 23 PIDN: 22-39-16-32-4-01-005

AND

Lots 24, 25, 26 & 27 of the Snake River Canyon Ranch, the Ranch Homes, recorded in the Office of the Clerk of Teton County as Plat No. 1031, being part of Government Lots 4 & 5 and the SE¼SE¼ of Section 32 T. 39 N., R. 116 W., 6th PM, Teton County, Wyoming.

Lot 24 PIDN: 22-39-16-32-4-02-001
Lot 25 PIDN: 22-39-16-32-4-02-002
Lot 26 PIDN: 22-39-16-32-4-02-003
Lot 27 PIDN: 22-39-16-32-4-02-004

Legal Description of
Sub-Area III of The Snake River Canyon Ranch Resort
Planned Unit Development Planned Resort
Being all or part of
Lots 2, 3, 4, 5, 6, 47, 69, 78, & 80 of the Snake River Sporting Club, Plat 1165
Located within GLO Lot 1 and Lot 2, Section 8, T38N, R116W, 6th PM
Teton County, Wyoming

Lots 2, 3, 4, 5, 6 and 47, of the Snake River Sporting Club, Planned Residential Development, Plat No. 1165 as recorded in the Office of the Clerk of Teton County on October 4th, 2005.

ENCOMPASSING AN AREA OF 14.75 acres more or less;

AND

Parts of Lots 69, 78 and 80 of the Snake River Sporting Club, Planned Residential Development, Plat No. 1165 as recorded in the Office of the Clerk of Teton County on October 4th, 2005, more particularly described as follows;

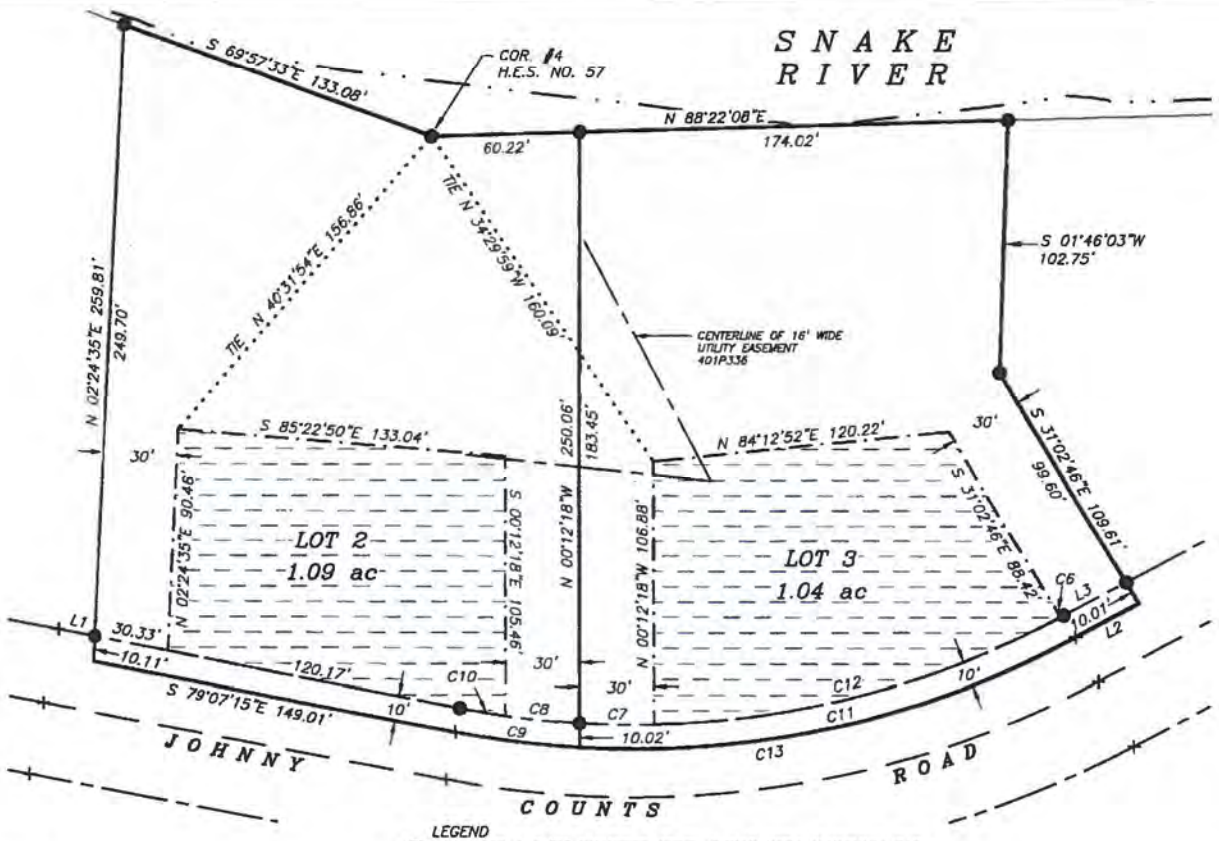
BEGINNING at an easterly corner common to said Lot 78 and Lot 80, said point bears S 57°44'47"W, 962.38 feet from the easterly corner common to GLO Lot 1 and Lot 2, Section 8, T39N, R116W, 6th PM, Teton County, WY;
THENCE along the common boundary between Lot 80 and Lot 78, S 26°36'50"E, 69.45 feet;
THENCE S 53°40'31"E, 153.45 feet;
THENCE S 06°03'39"W, 262.22 feet;
THENCE S 82°02'04"W, 215.05 feet to the south-west corner of said Lot 80;
THENCE continuing S 82°02'04"W, 4.32 feet across Lot 78;
THENCE continuing across Lot 78, N 34°43'34"W, 226.27 feet to an intersection with the west line of said Lot 80;
THENCE across Lot 80, N 28°50'00"W, 90.14 feet;
THENCE N 00°31'18"E, 220.04 feet to an intersection with the line common to Lot 69 and Lot 80;
THENCE continuing across Lot 69 N 00°31'18"E, 59.01 feet to an intersection with a north line of Lot 69;
THENCE along a north line of Lot 69 N 23°29'31"E, 17.48 feet;
THENCE departing said north line and continuing across Lot 78, N 25°12'36"E, 65.94 feet;
THENCE S 50°37'30"E, 20.35 feet to the north corner of Lot 69;
THENCE along a north-easterly line of Lot 69, S 50°37'30"E, 124.85 feet;
THENCE departing said north-easterly line and continuing S 38°31'13"W, 17.13 feet across Lot 69 to the beginning of a circular curve to the left;
THENCE along said curve an arc length of 67.25 feet, with a radius of 170.00 feet, and with a chord bearing S 27°11'13"W, 66.82 feet to an intersection with the line common to Lot 69 and Lot 80;
THENCE along said common line S 74°10'06"E, 8.56 feet to the south-east corner of Lot 69;
THENCE along a northerly line of Lot 80 S 74°10'06"E, 30.23 feet to an angle point;
THENCE along a northerly line of Lot 80 N 90°00'00"E, 1.25 feet to the beginning of a non-tangent circular curve to the right;
THENCE departing said northerly line, across Lot 78, along said circular curve an arc length of 51.07 feet, with a radius of 130.00 feet, with a chord bearing of N 27°15'56"E, 50.74 feet;
THENCE N 38°31'13"E, 9.92 feet;
THENCE S 61°01'47"E, 62.13 feet;
THENCE S 54°11'37"E, 38.92 feet to the **POINT OF BEGINNING**;

ENCOMPASSING AN AREA OF 3.72 acres more or less, comprised of; **Lot 69** 0.32 acres, **Lot 78** 0.10 acres, and **Lot 80** 3.30 acres;

The **TOTAL AREA** of Sub-*Area III of The Snake River Canyon Ranch Resort* **ENCOMPASSES AN AREA OF 18.47 acres** more or less.

Todd Cedarholm, PLS
Jackson, Wyoming
May 10, 2016

Attachment 3
Sub Area II Building Envelopes



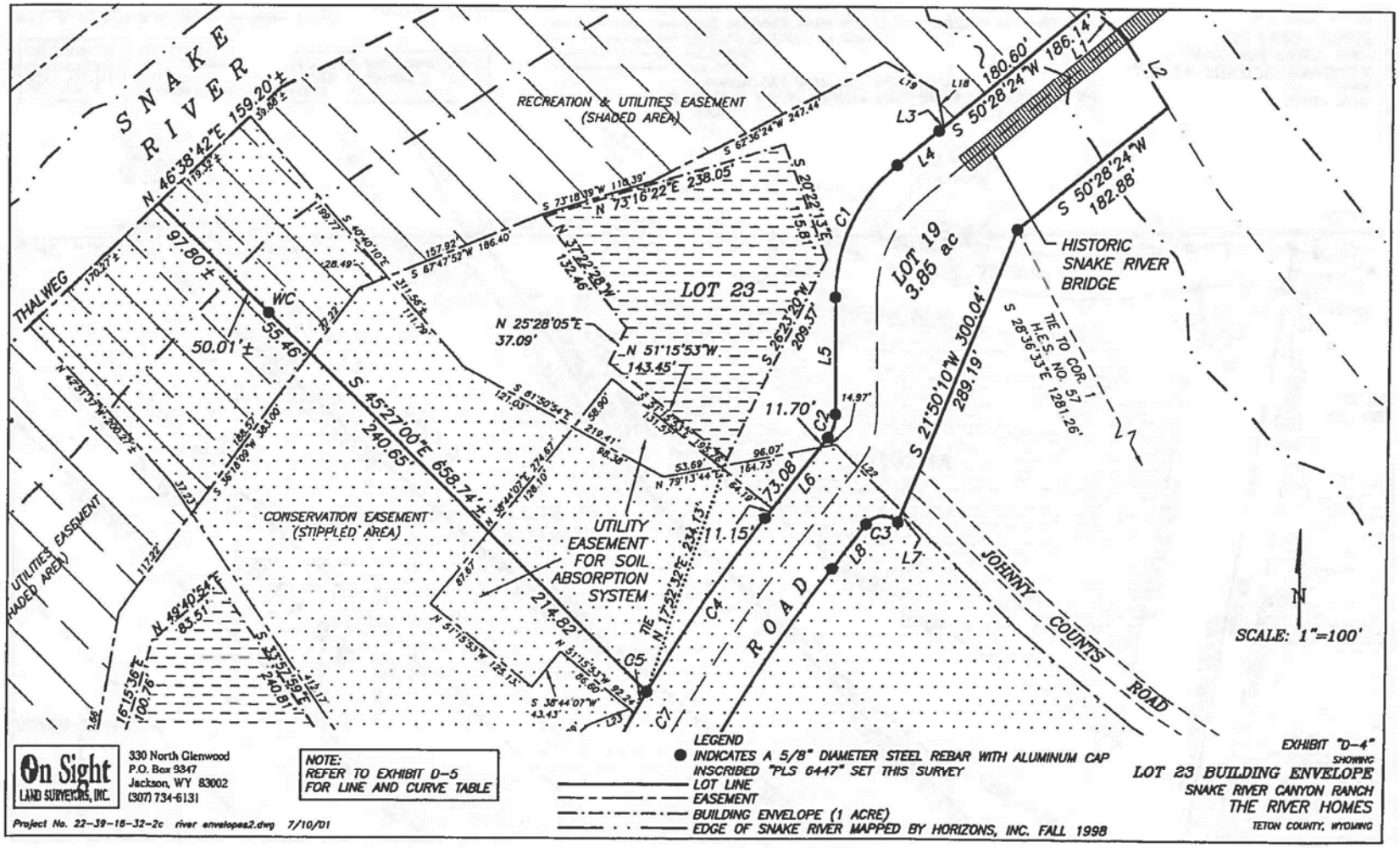
LEGEND

- ● INDICATES A 5/8" DIAMETER STEEL REBAR WITH ALUMINUM CAP INSCRIBED "PLS 6447" SET THIS SURVEY
- LOT LINE
- EASEMENT
- BUILDING ENVELOPE
- EDGE OF SNAKE RIVER MAPPED BY HORIZONS, INC. FALL 1998

On Sight LAND SURVEYORS, INC.
330 North Glenwood
P.O. Box 9347
Jackson, WY 83002
(307) 734-6131

Project No. 22-39-18-32-2c con hom 2-3 envelopes.dwg 10/10/01

EXHIBIT "D-11"
SHOWING
LOT 2 & LOT 3 BUILDING ENVELOPES
SNAKE RIVER CANYON RANCH
THE CANYON HOMES
TETON COUNTY, WYOMING



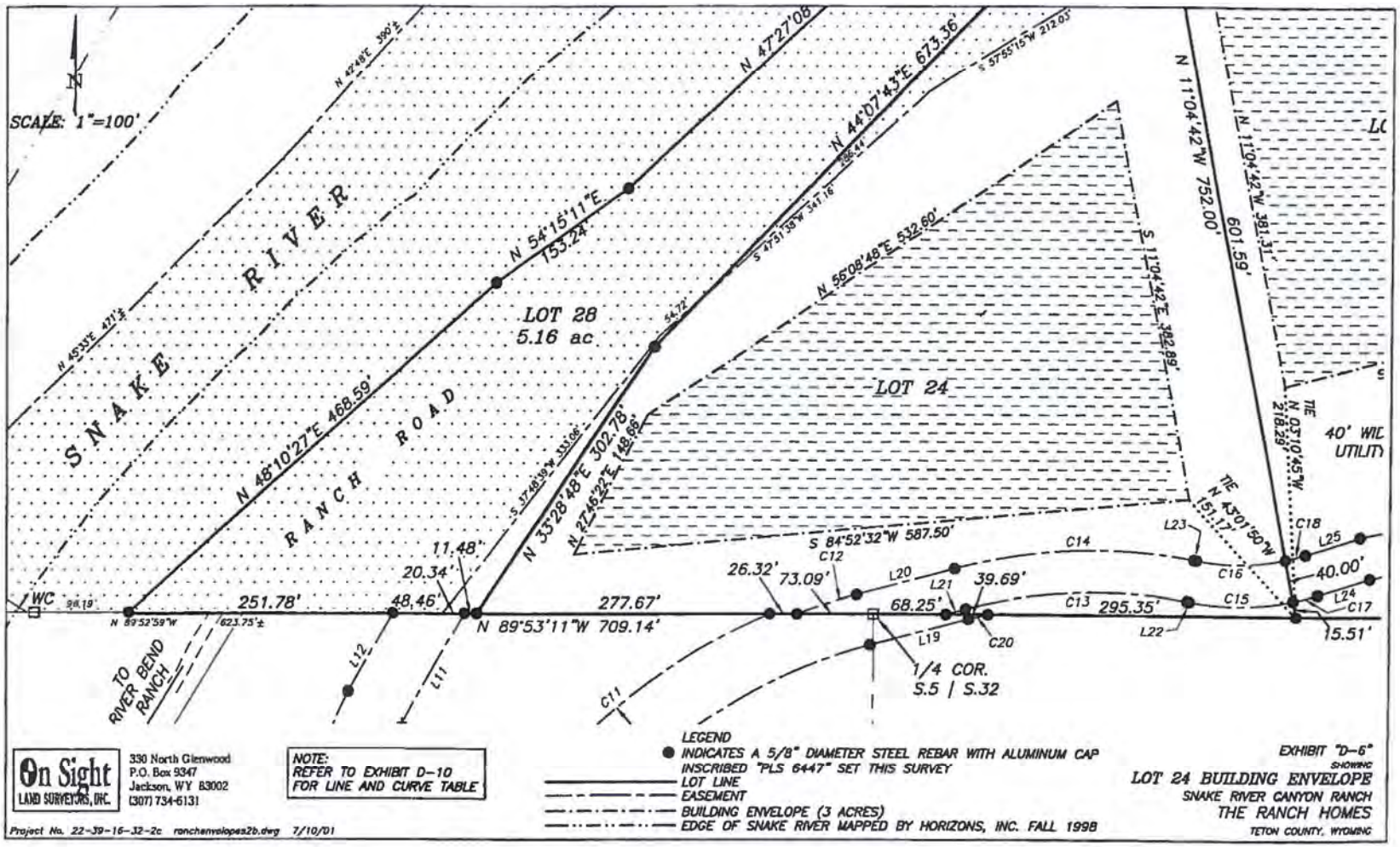
On Sight LAND SURVEYORS, INC.
330 North Glenwood
P.O. Box 9347
Jackson, WY 83002
(307) 734-6131

NOTE:
REFER TO EXHIBIT D-5 FOR LINE AND CURVE TABLE

LEGEND
● INDICATES A 5/8" DIAMETER STEEL REBAR WITH ALUMINUM CAP INSCRIBED "PLS 6447" SET THIS SURVEY
LOT LINE
EASEMENT
BUILDING ENVELOPE (1 ACRE)
EDGE OF SNAKE RIVER MAPPED BY HORIZONS, INC. FALL 1998

EXHIBIT "D-4"
SHOWING
LOT 23 BUILDING ENVELOPE
SNAKE RIVER CANYON RANCH
THE RIVER HOMES
TETON COUNTY, WYOMING

Project No. 22-39-18-32-2c river envelopes2.dwg 7/10/01



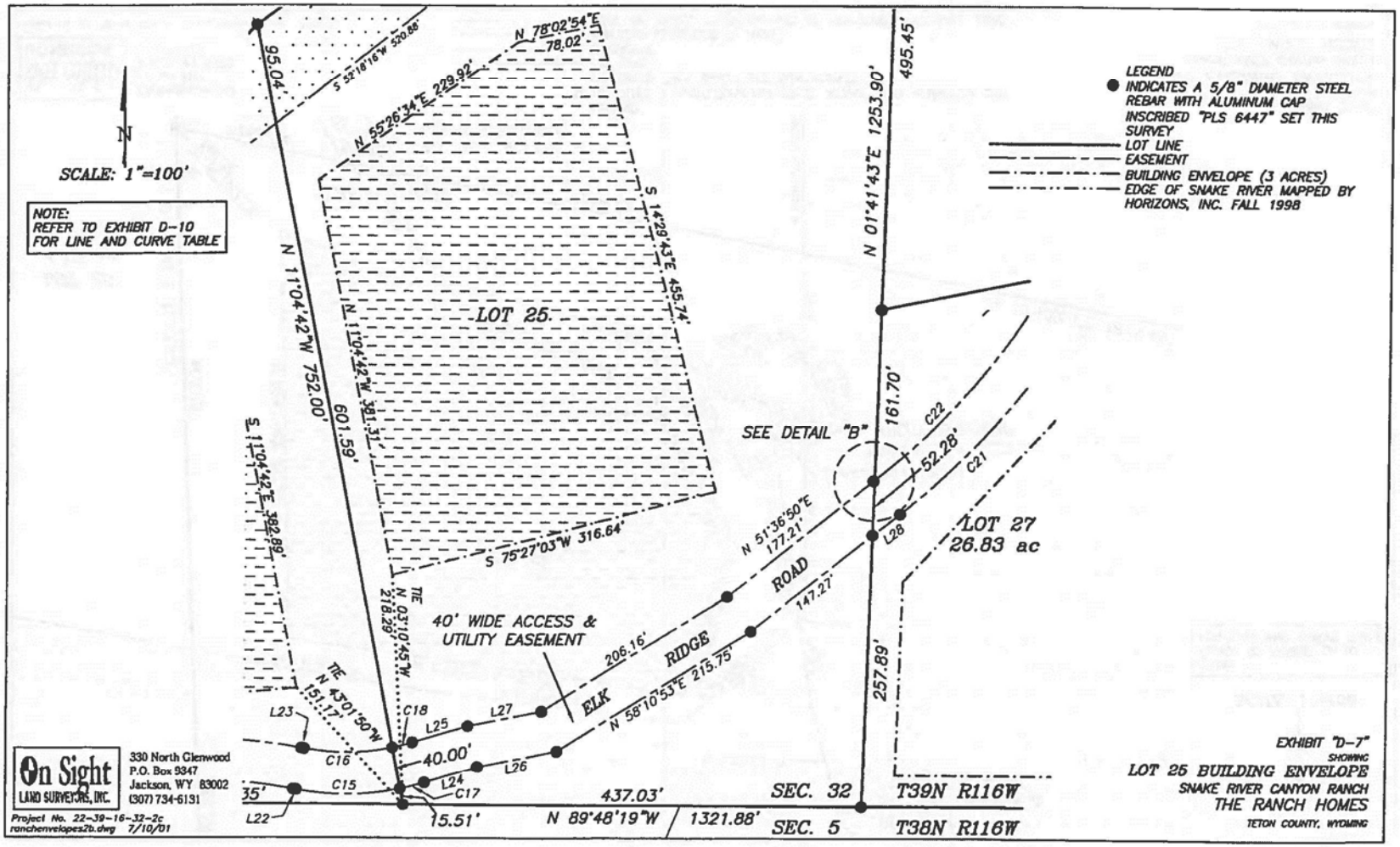
On Sight LAND SURVEYORS, INC.
330 North Glenwood
P.O. Box 9347
Jackson, WY 83002
(307) 734-6131

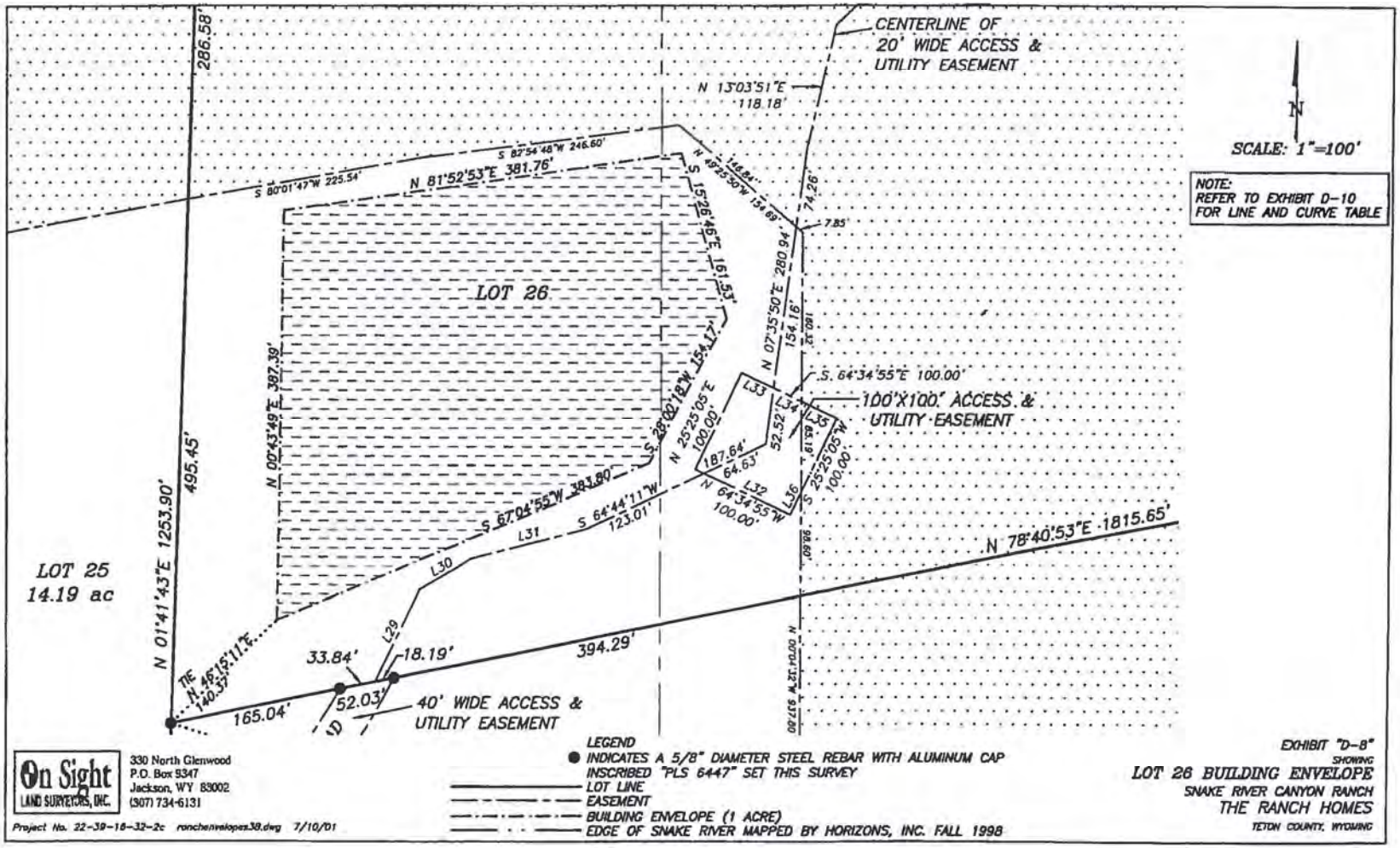
NOTE:
REFER TO EXHIBIT D-10
FOR LINE AND CURVE TABLE

LEGEND
● INDICATES A 5/8" DIAMETER STEEL REBAR WITH ALUMINUM CAP INSCRIBED "PLS 6447" SET THIS SURVEY
LOT LINE
EASEMENT
BUILDING ENVELOPE (3 ACRES)
EDGE OF SNAKE RIVER MAPPED BY HORIZONS, INC. FALL 1998

EXHIBIT "D-6"
SHOWING
LOT 24 BUILDING ENVELOPE
SNAKE RIVER CANYON RANCH
THE RANCH HOMES
TETON COUNTY, WYOMING

Project No. 22-39-16-32-2c ranchenvelopes2b.dwg 7/10/01


N
SCALE: 1"=100'
NOTE:
REFER TO EXHIBIT D-10
FOR LINE AND CURVE TABLE
LEGEND
INDICATES A 5/8" DIAMETER STEEL REBAR WITH ALUMINUM CAP INSCRIBED "PLS 6447" SET THIS SURVEY
LOT LINE
EASEMENT
BUILDING ENVELOPE (3 ACRES)
EDGE OF SNAKE RIVER MAPPED BY HORIZONS, INC. FALL 1998
LOT 25
LOT 27
26.83 ac
SEE DETAIL "B"
40' WIDE ACCESS & UTILITY EASEMENT
ELK RIDGE ROAD
N 78°02'54"E 78.02'
N 55°26'34"E 229.92'
S 52°18'16"W 520.88'
95.04'
S 14°29'43"E 455.74'
N 11°04'42"W 752.00'
N 11°04'42"W 381.31'
601.59'
S 11°04'42"E 382.89'
S 75°27'03"W 316.64'
TIE N 03°10'45"W 218.29'
TIE N 43°01'50"W 151.17'
N 01°41'43"E 1253.90'
495.45'
161.70'
52.28'
257.89'
N 51°36'50"E 177.21'
206.16'
147.27'
N 58°10'53"E 215.75'
40.00'
437.03'
15.51'
N 89°48'19"W
1321.88'
SEC. 32
T39N R116W
SEC. 5
T38N R116W
C15
C16
C17
C18
C21
C22
L22
L23
L24
L25
L26
L27
L28
On Sight LAND SURVEYORS, INC.
330 North Glenwood
P.O. Box 9347
Jackson, WY 83002
(307) 734-6131
Project No. 22-39-16-32-2c
ranchenvelopes2b.dwg 7/10/01
EXHIBIT "D-7"
SHOWING
LOT 25 BUILDING ENVELOPE
SNAKE RIVER CANYON RANCH
THE RANCH HOMES
TETON COUNTY, WYOMING



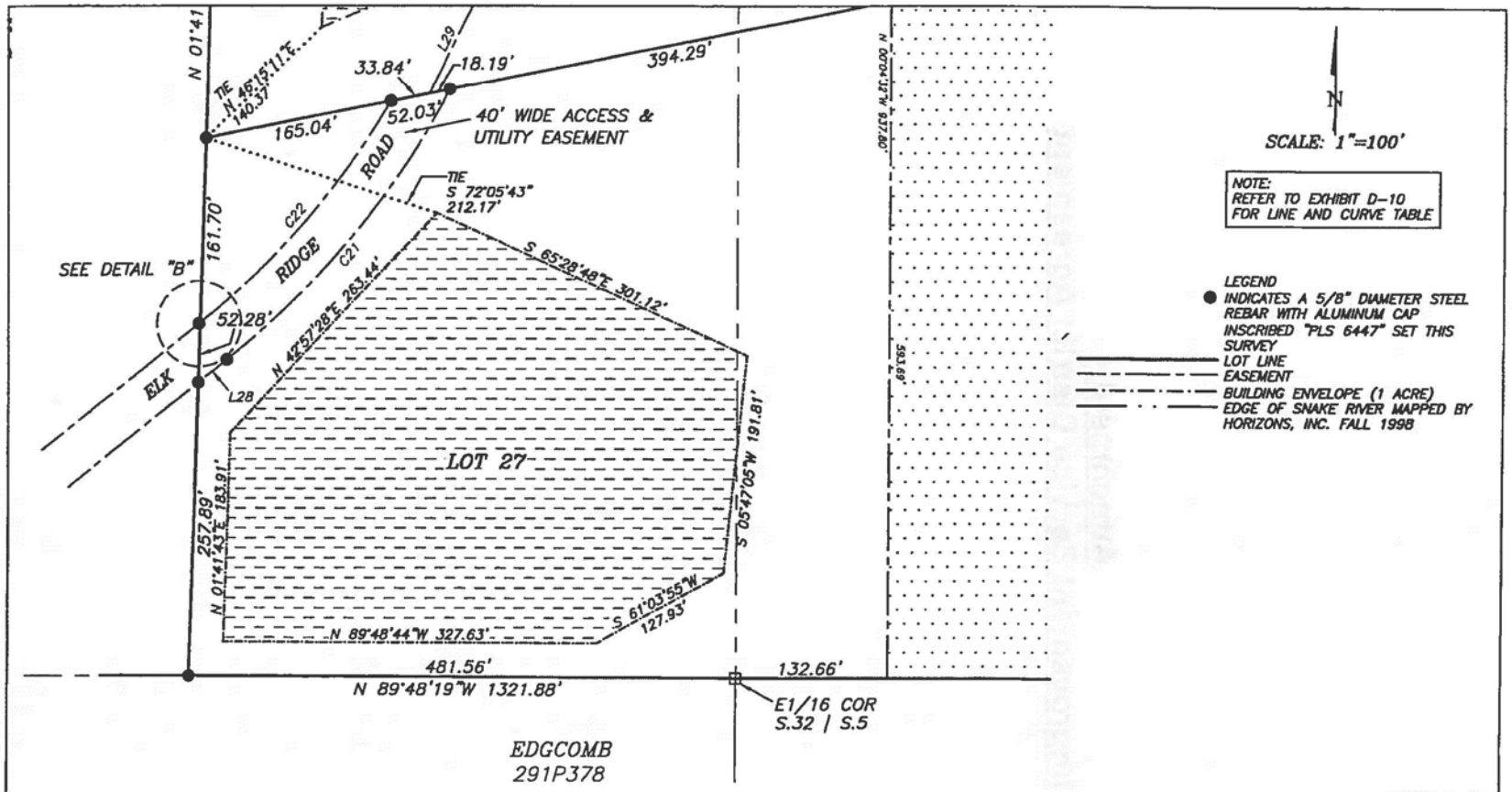
On Sight
LAND SURVEYORS, INC.

330 North Glenwood
P.O. Box 9347
Jackson, WY 83002
(307) 734-6131

Project No. 22-39-18-32-2c ranchenvelopes38.dwg 7/10/01

LEGEND
● INDICATES A 5/8" DIAMETER STEEL REBAR WITH ALUMINUM CAP INSCRIBED "PLS 6447" SET THIS SURVEY
LOT LINE
EASEMENT
BUILDING ENVELOPE (1 ACRE)
EDGE OF SNAKE RIVER MAPPED BY HORIZONS, INC. FALL 1998

EXHIBIT "D-8"
SHOWING
LOT 26 BUILDING ENVELOPE
SNAKE RIVER CANYON RANCH
THE RANCH HOMES
TETON COUNTY, WYOMING


N 01°41'
TIE N 46°15'11"E 140.37'
33.84'
L29
18.19'
394.29'
165.04'
52.03'
40' WIDE ACCESS & UTILITY EASEMENT
ROAD
TIE S 72°05'43" 212.17'
161.70'
C22
RIDGE
C21
SEE DETAIL "B"
S 65°28'48"E 301.12'
52.28'
N 42°57'28"E 283.44'
ELK
L28
LOT 27
S 05°47'05"W 191.81'
257.89'
N 01°41'43"E 183.91'
S 61°03'55"W 127.93'
N 89°48'44"W 327.63'
481.56'
132.66'
N 89°48'19"W 1321.88'
E1/16 COR S.32 / S.5
EDGCOMB 291P378
N 00°04'12"W 917.60'
563.69'
N
SCALE: 1"=100'
NOTE: REFER TO EXHIBIT D-10 FOR LINE AND CURVE TABLE
LEGEND
INDICATES A 5/8" DIAMETER STEEL REBAR WITH ALUMINUM CAP INSCRIBED "PLS 6447" SET THIS SURVEY
LOT LINE
EASEMENT
BUILDING ENVELOPE (1 ACRE)
EDGE OF SNAKE RIVER MAPPED BY HORIZONS, INC. FALL 1998
On Sight LAND SURVEYORS, INC.
330 North Glenwood
P.O. Box 9347
Jackson, WY 83002
(307) 734-6131
Project No. 22-39-16-32-2c ranchenvelopes2b.dwg 7/10/01
EXHIBIT "D-9"
SHOWING
LOT 27 BUILDING ENVELOPE
SNAKE RIVER CANYON RANCH
THE RANCH HOMES
TETON COUNTY, WYOMING

Attachment 4
Improvement Service District Agreement

PETITION FOR FORMATION OF SNAKE RIVER SPORTING CLUB IMPROVEMENT AND SERVICE DISTRICT

Come now the undersigned persons, acting pursuant to Wyoming Statute §§ 18-12-106 and 22-29-105 pertaining to the petition of formation for an improvement and service district, and represent as follows:

1.! That the signatures of not less than sixty percent (60%) of the persons owning land within the territory proposed to be included in the district, whose land in the proposed district has an assessed value of sixty percent (60%) or more of the assessed value of all of the land within the proposed district are attached to this petition of formation.

2.! That the proposed name of the district is Snake River Sporting Club Improvement and Service District.

3.! That the boundaries of the district and the land situated therein are described with particularity as ste forth in Exhibit 1 hereto.

4.! Attached is a map of the proposed district with its boundaries highlighted.

5.! That we hereby request that a district be formed under W.S. §§ 18-12-101 through 18-12-140, the "Improvement and Service District Act."

6.! The general purpose of the proposed district is to construct, operate and maintain a bridge system over the Snake River that grants access to the district's landowners and residents and to construct, operate and maintain the sewer and water systems that serve the properties located within the district boundaries.

7.! The initial services to be provided by the district are to operate and maintain the bridge and sewer and water systems that are in place and presently serving the property owners located within the district boundaries.

8.! Describe what services and or equipment will be acquired, constructed or operated:

The district will maintain the existing bridge over the Snake River that grants access to the district's landowners and residents which is located at approximately milepost __ on Highway 89 south of Hoback Junction. The district will also operate the sewer and water systems that have been constructed to serve the residents of the Snake River Sporting Club Community and related properties that are presently operated by the Snake River Sporting Club Owners Association, Inc. pursuant to the Snake River Sporting Club Community Amended and restated Master Declaration of Covenants, Conditions and Restrictions dated August 29, 2005 and will construct, operate and maintain additional sewer and water facilities, as needed, to serve other landowners within the district whose lands are not served by existing sewer and water systems.

The signatures of the landowners of the proposed district that seek to form the Snake River Sporting Club Improvement and Service District are attached hereto, together with the date they signed the Petition and a description of the lands such persons own within the proposed district boundaries.

Attachment 5
Sub Area III Avalanche Study

SNOW AVALANCHE
HAZARD ANALYSIS
MAPPING AND
DESIGN LOADS

for

LOTS 1-6
SNAKE RIVER SPORTING CLUB

TETON COUNTY, WYOMING

Prepared for:

Cygnus Capital, Inc.
3060 Peachtree Road, Suite 1080
Atlanta, GA 30305

Prepared by:

Arthur I. Mears, P.E., Inc.
Gunnison, Colorado

and

Wilbur Engineering, Inc.
Durango, Colorado

February 15, 2016

Arthur I. Mears, P.E., Inc.
Natural Hazards Consultants
555 County Road 16
Gunnison, CO 81230
Tel/fax: (970) 641-3236

February 15, 2016

Christopher Swann
Cygnus Capital, Inc.
3060 Peachtree Road, Suite 1080
Atlanta, GA 30305
Via email

Re: Avalanche Mapping & Design Loads
Lots 1-6, Snake River Sporting Club, Teton County, Wyoming

Dear Mr. Swann:

This report presents site-specific avalanche hazard mapping and design loads for the subject sites. We hope that this provides the information that you need at this time. We have enjoyed working with you and the design team on this project. If you have any questions, please contact me at (970) 275-1548 or Chris Wilbur at (970) 247-1488.

Arthur I. Mears

Arthur I. Mears, P.E. (CO)
Avalanche-control engineer

Contents

Objectives 1
Limitations 1
Background 2
Methods 4
Snow Climate 4
Terrain 5
Field Observations 5
Avalanche Dynamics Modeling 6
Avalanche Hazard Map 6
Design Magnitude Avalanche Loads 6
Warranty 6

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Figure 2 - Google Earth Image of Site Location in 1994 3
Figure 3 - Avalanche Hazard Map 7

Appendix A – Design Magnitude Avalanche Loads A-1

Appendix B - RAMMS Avalanche Dynamics Model Parameters & Results B-1

Objectives

This report has the following objectives:

1. Describe snow climate, terrain and existing information related to avalanche hazards at the site.
2. Apply Swiss avalanche dynamics modeling methods to quantify avalanche processes, including velocities, energies and flow heights and directions.
3. Calculation of the design-magnitude[1] avalanche speed, energy and stopping position.
4. Provide updated Avalanche Hazard Maps showing "Red" (high-hazard)[2] and "Blue" (moderate-hazard)[3] based on new analyses and field observations.
5. Provide design magnitude avalanche loads for direct protection of the buildings planned for Lots 1-6.

Limitations

This report also has the following limitations, which must be understood by all those relying on the results, conclusions, and recommendations:

1. Avalanches larger than the design-magnitude event are possible, will travel farther, and possess greater impact forces; the probability of such events is small enough that it is generally considered within acceptable limits of risk in this location at this time for the type of land use proposed.
2. This study is site and time specific; it should not be applied to adjacent lands nor should it be used without updating in the future when additional data and improved methods become available.

---

[1] *The Design Magnitude Avalanche* is defined as an avalanche with an annual probability of one-percent (1%) or an average return period of 100 years.

[2] *High Avalanche Hazard Zone* is defined as an area within which avalanches have return periods of thirty (30) years or less and/or will produce impact pressures of six-hundred (600) pounds per square foot (PSF) or more. The high hazard zone is characterized by either high frequency, high impact pressure, or both high frequency and high pressure. The Avalanche High Hazard Zone is also known as the Red Zone.

[3] *Moderate Avalanche Hazard Zone* is defined as an area within which avalanches will occur at average return periods of between thirty (30) years and one-hundred (100) years and will have impact pressures of less than six-hundred (600) pounds per square foot. The Avalanche Moderate Hazard Zone is also known as the Blue Zone.

3. The avalanche hazard boundaries are based on current forest, terrain and climatic conditions. Significant changes in forest cover, terrain and/or climatic conditions could increase or decrease the avalanche hazard.
4. Design avalanche loads are specific to the locations, orientations and geometry of the planned residential buildings and the site grading plans. Any significant changes to these factors may invalidate the design loads.
5. Persons outside of structures designed to resist avalanche impact will be exposed to avalanches that can cause injury or death. Such conditions will be very infrequent and will usually correspond to high or extreme avalanche danger as determined by the regional avalanche forecast.

Background

Steep terrain and sufficient snow supply above Lots 1 through 6 at the Snake River Sporting Club cause conditions favorable for natural and triggered avalanches that can reach planned building sites. Avalanche Hazard maps were created at a 1:2400 scale for the Canyon Club development in April 2002 by Arthur I. Mears, P.E., Inc. The Avalanche Hazard maps were re-issued in 2005 to reflect revisions in the lot numbering and layouts.

Since the 2002 Mears report, new methods and models for avalanche dynamics have become available. These models account for avalanche release size, degree of channelization and the influence of three dimensional terrain. Additional snow and weather data have been collected since 2002. This report describes the application of new methods and resulting revisions to the avalanche hazard maps. This report also provides design loads for planned residential townhome buildings for Lots 1-6.

Figure 1 shows the site location on a slope-shaded USGS topographic map with 40 foot contours. Figure 2 shows a Google Earth aerial image of the site and slopes above.

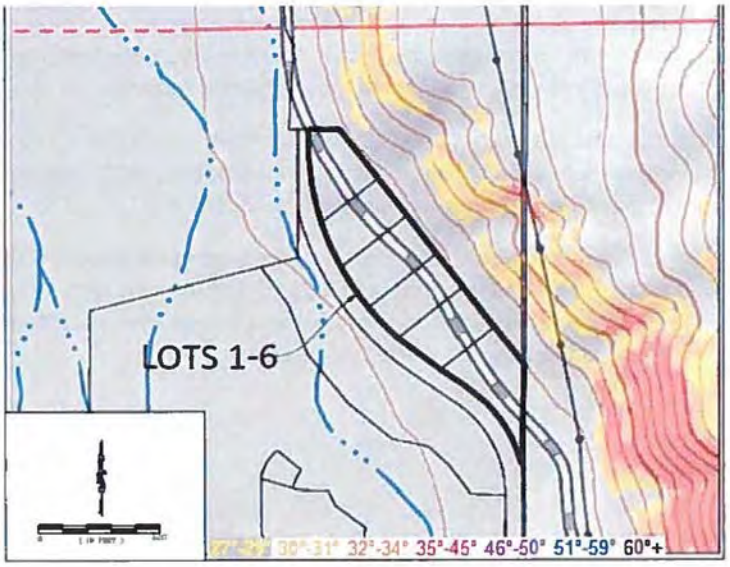


Figure 1 – Site Location on Slope-shaded USGS Topographic Map

Figure 2 - Google Earth Image of Site Location in 1994

(Forested bench is directly above Lots 1-6. Building sites are near straight section of road which has since been relocated to a lower elevation.)

Methods

The avalanche hazard mapping and design magnitude avalanche loads presented in this report are based on:

1. Our knowledge of local terrain, climate and avalanche hazards;
2. Site observations made by Chris Wilbur on August 8, 2015 during snow-free conditions;
3. Analysis of aerial photos of various dates and sources (Teton County GIS, Google Earth, Bing);
4. Review of historic weather data, include data from Jackson, Wyoming (1905 to 2015) and from Jackson Hole Mountain Resort (1974 To 2009).
5. Avalanche dynamic modeling with the Swiss program, RAMMS, Version 1.6.2 utilizing a 5 meter resolution digital elevation model (DEM) developed from 5-foot contour data provided by the client. Model assumptions and parameters for the design magnitude avalanche are presented in Appendix B.
6. Impact load calculations follow methods described in the *Technical Avalanche Protection Handbook*, edited by Florian Rudolf-Miklau, Siegfried Sauermoser and Arthur I. Mears, published by Ernst & Sohn, 2015.

Snow Climate

The Snake River Valley south of Jackson, Wyoming is characterized by an inter-continental snow climate with cold winter temperatures and moderate snowfall accumulations. Long-term weather data are available from Jackson (coop station 484910) about 15 miles north, and Jackson Hole Mountain Resort about 23 miles north of the site.

Cold temperatures and a relatively thin early to mid-winter snowpack are favorable for the formation of weak snow layers near the base of the snowpack. Such layers can become over-stressed by large storms, wind deposition and/or rapid warming. These conditions allow for fracturing and release of slab avalanches that can be either wet (free water present) or dry. Cold dry slab avalanches will have higher velocities and produce the maximum impact pressures for a given location. However, wet slab avalanches can also occur and will tend to be slower and spread laterally near the end of their runouts.

Terrain

Figure 3 shows the avalanche paths that can reach Lots 1 through 6 on a five-foot contour map. The avalanche starting zones[4] consist of slopes between about 30 and 34 degrees between elevations of about 5900 and 6160 feet. Avalanche starting zones were identified based on terrain shape, slopes, aspects and wind-loading potential. The vertical relief of the avalanche terrain ranges from about 380 feet to about 710 feet. Vegetation in starting zones consists of sage brush, shrubs and grasses. Table 1 summarized terrain parameters.

Table 1- Avalanche Terrain Parameters

Avalanche path (bldg)	Starting zone elevation (ft)	Runout elevation (ft)	Vertical drop (ft)	Horizontal length (ft)	Average slope (deg.)
unit 3-4	6010	5845	165	375	24
unit 6-7	6010	5845	165	489	19
unit 13-14	6080	5846	234	641	20
unit 19-20	6060	5849	211	518	22
unit 21-22	6080	5855	225	567	22
unit 24	6155	5855	300	706	23

Field Observations

Field observations were made by Chris Wilbur on August 8, 2015 to evaluate ground surface roughness, vegetation and geomorphic features (landforms) related to snow avalanche processes. Vegetation observed in starting zones can inhibit or limit the release of avalanches. Vegetation in the tracks[5] and runout zones[6] of avalanches can

[4] The *Starting Zone* of an avalanche is the area where snow releases, accelerates and increases in mass.
[5] The *Track* of an avalanche is the area where maximum velocity and mass are attained.
[6] The *Runout Zone* is the area where avalanches decelerate, deposit and come to a stop.

indicate damage caused by previous avalanches, as well as indicate the height of avalanche flows.

Avalanche Dynamics Modeling

We used the Swiss avalanche dynamics program RAMMS Version 1.6.2 to evaluate flow directions, thickness and velocities for each of avalanche paths shown in Figure 3. The model calibration was based recommendations in the RAMMS User Manual for small avalanches with 100-year return periods at high elevation, and our experience in Teton County. Avalanche dynamics model inputs and results are presented in Appendix B.

Avalanche Hazard Map

The methods described above were applied to develop the Avalanche Hazard map shown in Figure 3. This map is subject to limitations described above.

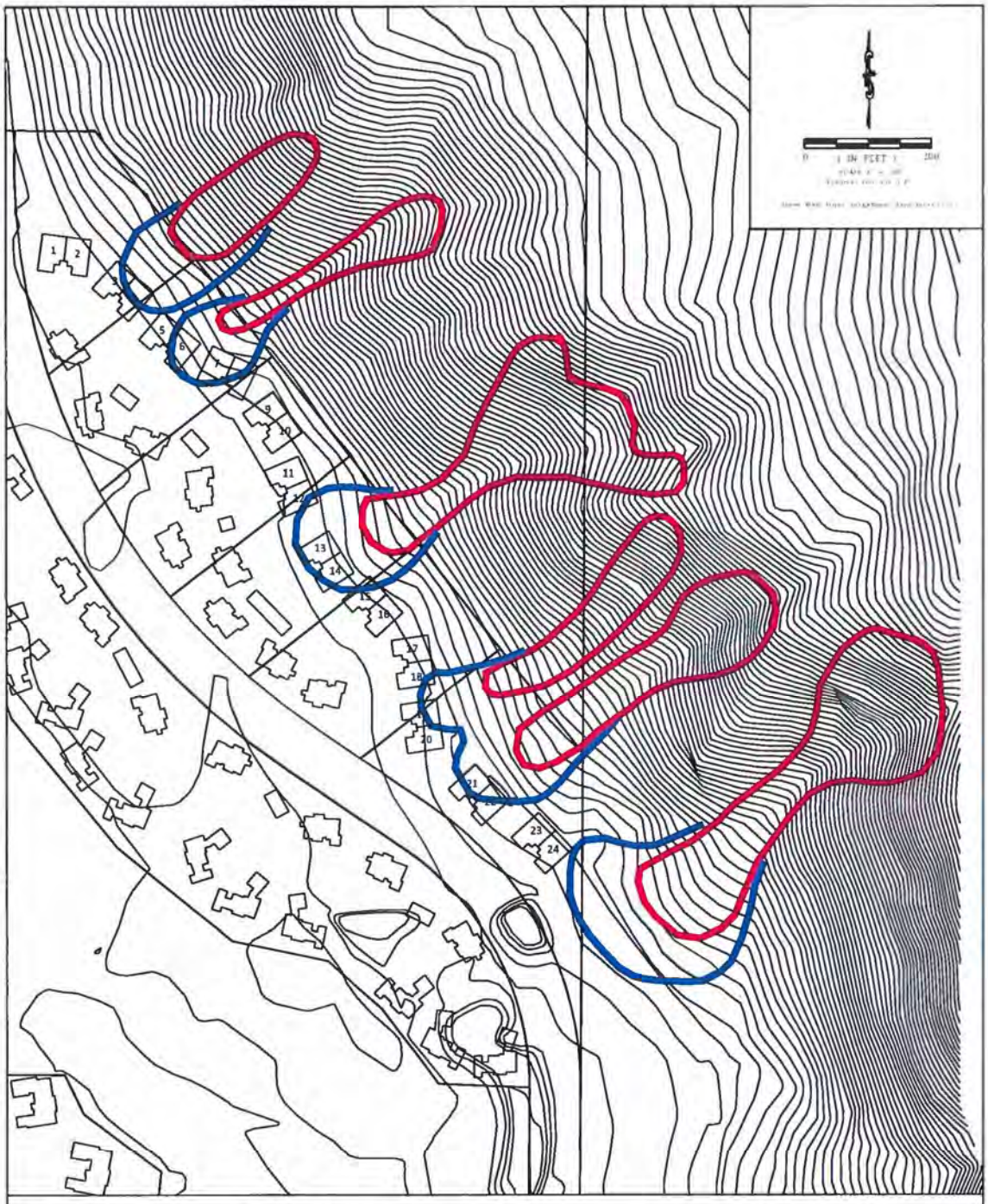
Design Magnitude Avalanche Loads

The design-magnitude avalanche loads for the planned residential buildings are presented in Appendix A. The loads shown are simplified approximations of complex dynamic loads. The loads are dynamic in nature and will increase from zero to full value in approximately two (2) seconds. An impact factor is sometimes applied by the structural engineer when the impact pressure increases from zero to the maximum in a sufficiently short time when compared with the "free period" of a structure.

Avalanche deposits will also produce static horizontal loads that are smaller than the impact loads. Therefore, design for the impact loads will also accommodate the static loads.

Warranty

You as my client should know that while our company can and does attempt to uphold high professional standards, the state of scientific and engineering knowledge is incomplete, and does not permit certainty. The complex phenomena involved in avalanches cannot be perfectly evaluated and predicted, and methods used to predict avalanche behavior change as new research becomes available. While we can and will offer our best professional judgment, we cannot and do not offer any warranty or guarantee of results.



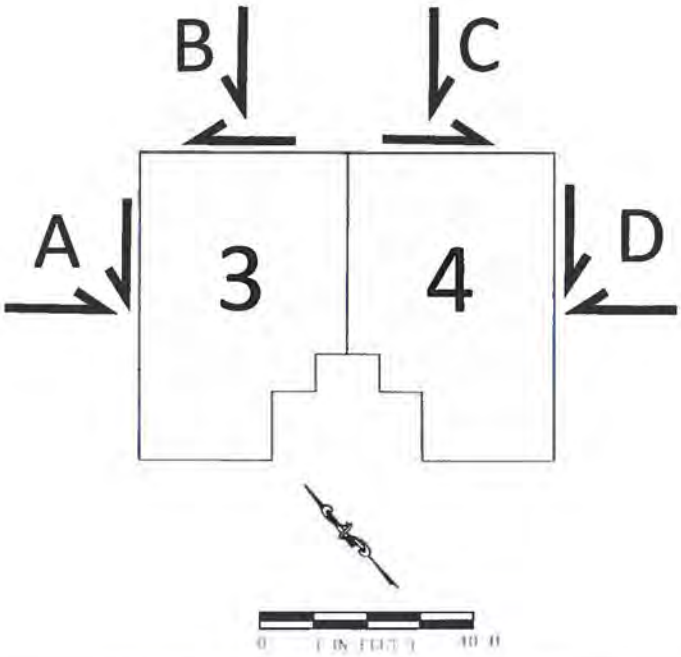
Avalanche Map Revisions with Impact Loads

Lots 1-6, Units 1-24, Snake River Sporting Club

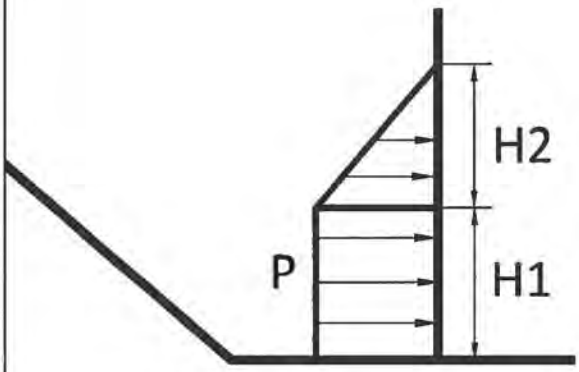
Teton County, Wyoming

Arthur I. Mears, P.E., Inc.
Wilbur Engineering, Inc.
February 15, 2016

Appendix A -- Design Avalanche Loads for Lots 1-6



Building	Wall	H1 (ft)	H2 (ft)	P_n(psf)	P_s(psf)
3	A	0.0	0.0	0	0
3	B	3.5	0.5	100	50
4	C	3.5	0.5	100	50
4	D	0.0	0.0	0	0



Notes:

1. Wall orientations based on site plan by DHM Designs dated 7-28-2015.

2. Shear loads (Ps) act horizontally in the direct of the arrows shown above.

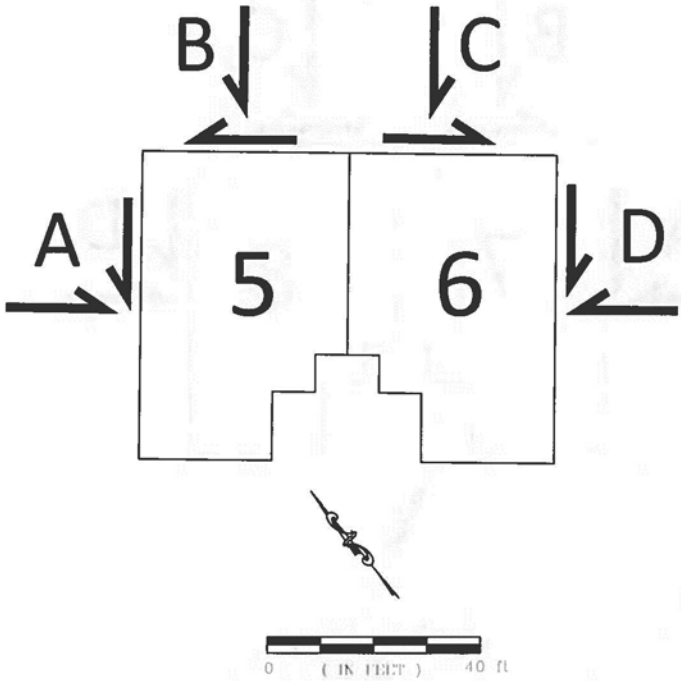
3. Loads are dynamic and have a rise time of 0.5 seconds.

4. Any portruding walls, decks, columns and other features not shown above may also be subject to avalanche loading.

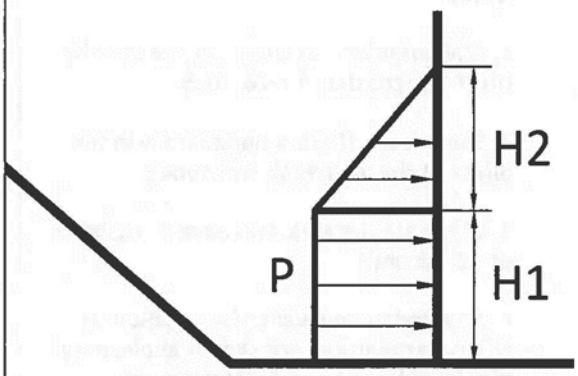
Design Avalanche Loads

Lots 3-4, Snake River Sporting Club
Teton County, Wyoming

Arthur I. Mears, P.E., Inc.
Wilbur Engineering, Inc.
February 15, 2016



Building	Wall	H1 (ft)	H2 (ft)	P_n(psf)	P_s(psf)
5	A	0.0	0.0	0	0
5	B	2.6	0.0	20	10
6	C	3.0	0.2	30	15
6	D	0.0	0.0	0	0



Notes:

1. Wall orientations based on site plan by DHM Designs dated 7-28-2015.

2. Shear loads (Ps) act horizontally in the direct of the arrows shown above.

3. Loads are dynamic and have a rise time of 0.5 seconds.

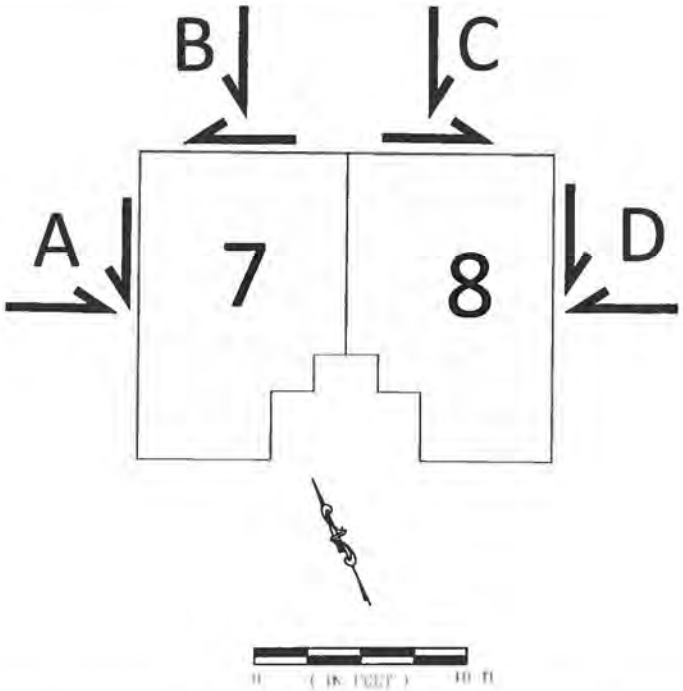
4. Any portruding walls, decks, columns and other features not shown above may also be subject to avalanche loading.

Design Avalanche Loads

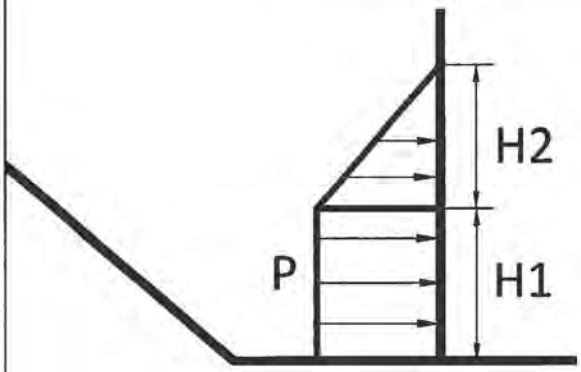
Lots 5-6, Snake River Sporting Club

Teton County, Wyoming

Arthur I. Mears, P.E., Inc.
Wilbur Engineering, Inc.
February 15, 2016



Building	Wall	H1 (ft)	H2 (ft)	P_n(psf)	P_s(psf)
7	A	0.0	0.0	0	0
7	B	3.6	0.6	100	50
8	C	3.6	0.6	100	50
8	D	0.0	0.0	0	0



Notes:

1. Wall orientations based on site plan by DHM Designs dated 7-28-2015.

2. Shear loads (Ps) act horizontally in the direct of the arrows shown above.

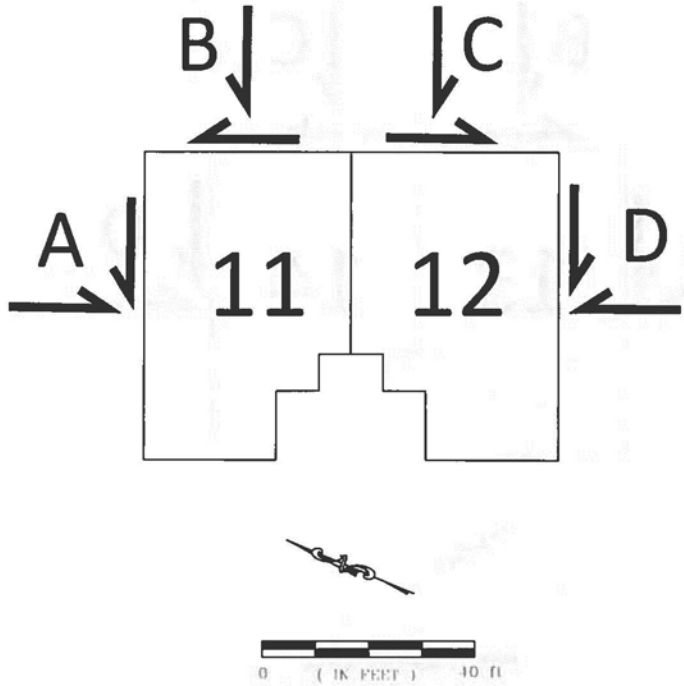
3. Loads are dynamic and have a rise time of 0.5 seconds.

4. Any portruding walls, decks, columns and other features not shown above may also be subject to avalanche loading.

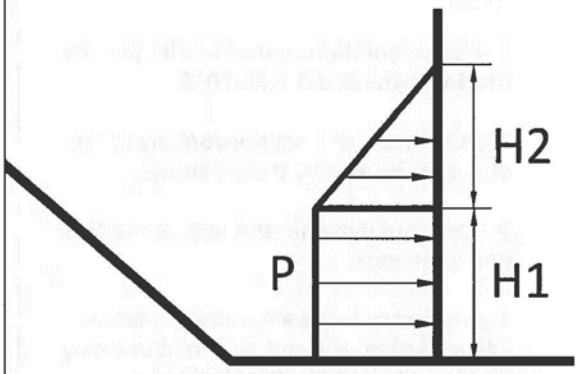
Design Avalanche Loads

Lots 7-8, Snake River Sporting Club
Teton County, Wyoming

Arthur I. Mears, P.E., Inc.
Wilbur Engineering, Inc.
February 15, 2016



Building	Wall	H1 (ft)	H2 (ft)	P_n(psf)	P_s(psf)
11	A	0.0	0.0	0	0
11	B	0.0	0.0	0	0
12	C	3.6	0.3	50	25
12	D	0.0	0.0	0	0



Notes:

1. Wall orientations based on site plan by DHM Designs dated 7-28-2015.

2. Shear loads (Ps) act horizontally in the direct of the arrows shown above.

3. Loads are dynamic and have a rise time of 0.5 seconds.

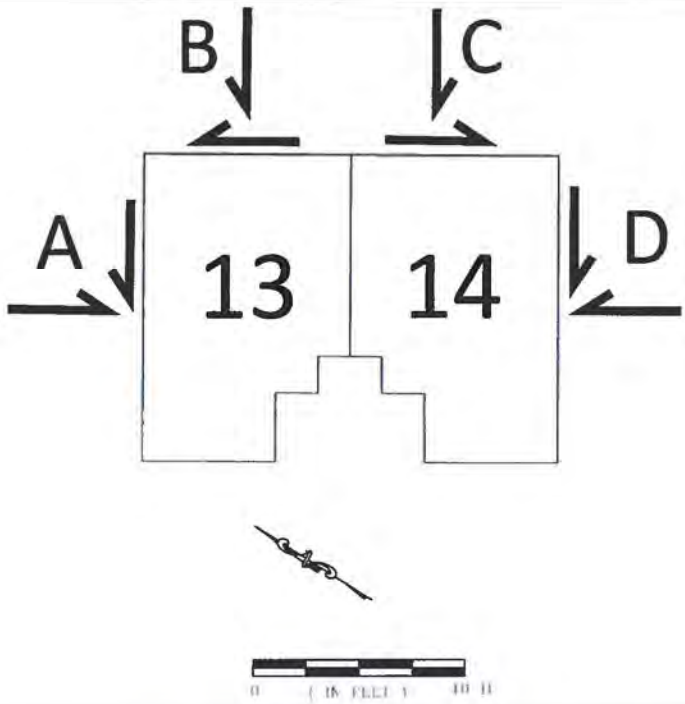
4. Any portruding walls, decks, columns and other features not shown above may also be subject to avalanche loading.

Design Avalanche Loads

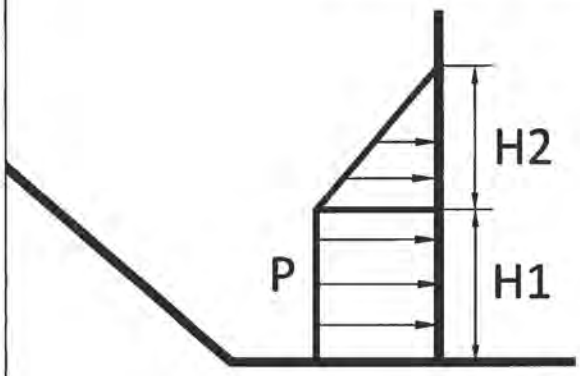
Lots 11-12, Snake River Sporting Club

Teton County, Wyoming

Arthur I. Mears, P.E., Inc.
Wilbur Engineering, Inc.
February 15, 2016



Building	Wall	H1 (ft)	H2 (ft)	P_n(psf)	P_s(psf)
13	A	0.0	0.0	0	0
13	B	5.6	1.2	200	100
14	C	4.3	1.3	250	120
14	D	0.0	0.0	0	0



Notes:

1. Wall orientations based on site plan by DHM Designs dated 7-28-2015.

2. Shear loads (Ps) act horizontally in the direct of the arrows shown above.

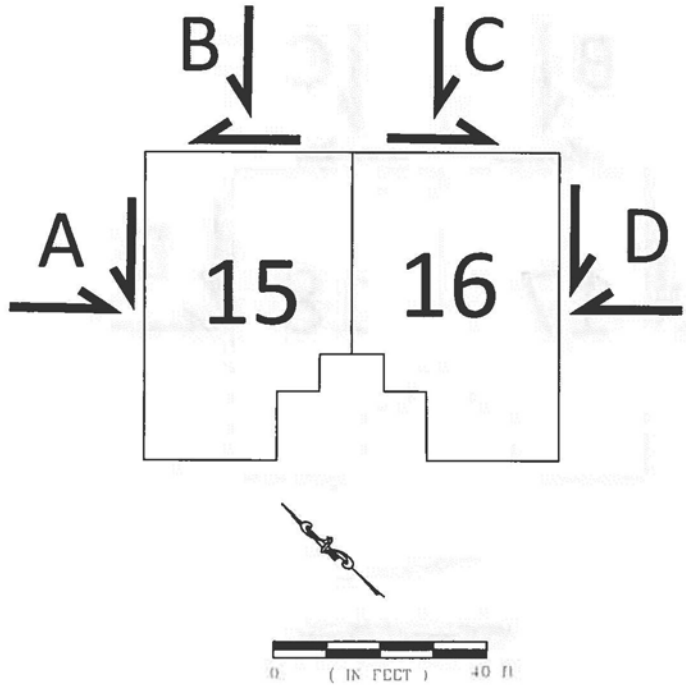
3. Loads are dynamic and have a rise time of 0.5 seconds.

4. Any portruding walls, decks, columns and other features not shown above may also be subject to avalanche loading.

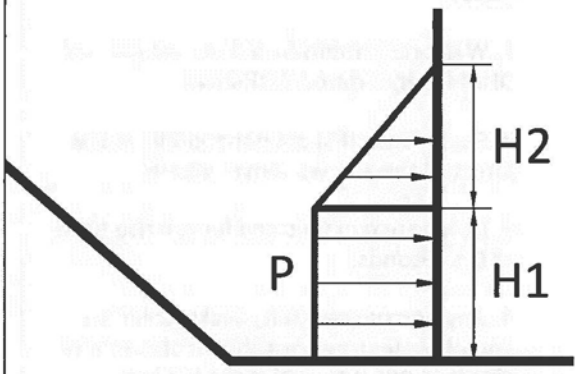
Design Avalanche Loads

Lots 13-14, Snake River Sporting Club
Teton County, Wyoming

Arthur I. Mears, P.E., Inc.
Wilbur Engineering, Inc.
February 15, 2016



Building	Wall	H1 (ft)	H2 (ft)	P_n(psf)	P_s(psf)
15	A	0.0	0.0	0	0
15	B	2.6	0.0	7	4
16	C	0.0	0.8	0	0
16	D	0.0	0.0	0	0



Notes:

1. Wall orientations based on site plan by DHM Designs dated 7-28-2015.

2. Shear loads (Ps) act horizontally in the direct of the arrows shown above.

3. Loads are dynamic and have a rise time of 0.5 seconds.

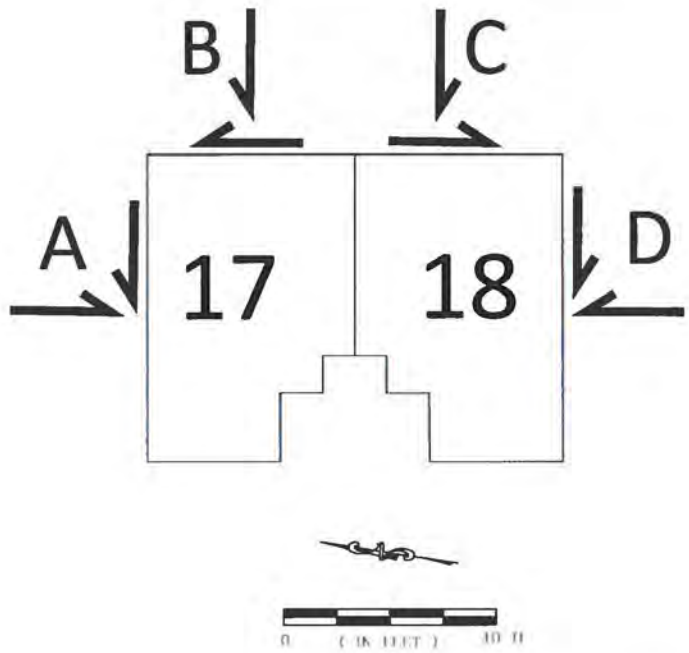
4. Any portruding walls, decks, columns and other features not shown above may also be subject to avalanche loading.

Design Avalanche Loads

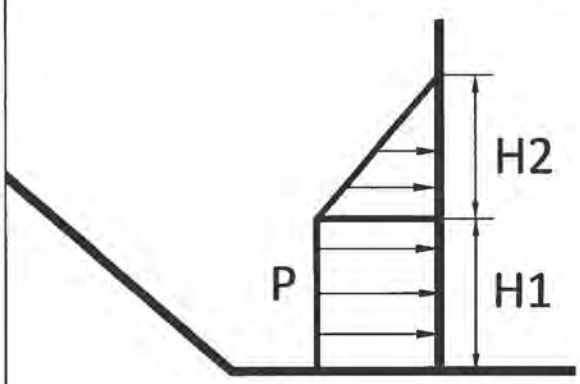
Lots 15-16, Snake River Sporting Club

Teton County, Wyoming

Arthur I. Mears, P.E., Inc.
Wilbur Engineering, Inc.
February 15, 2016



Building	Wall	H1 (ft)	H2 (ft)	P_n(psf)	P_s(psf)
17	A	0.0	1.3	0	0
17	B	0.0	0.0	0	0
18	C	3.6	0.8	150	75
18	D	0.0	0.0	0	0



Notes:

1. Wall orientations based on site plan by DHM Designs dated 7-28-2015.

2. Shear loads (Ps) act horizontally in the direct of the arrows shown above.

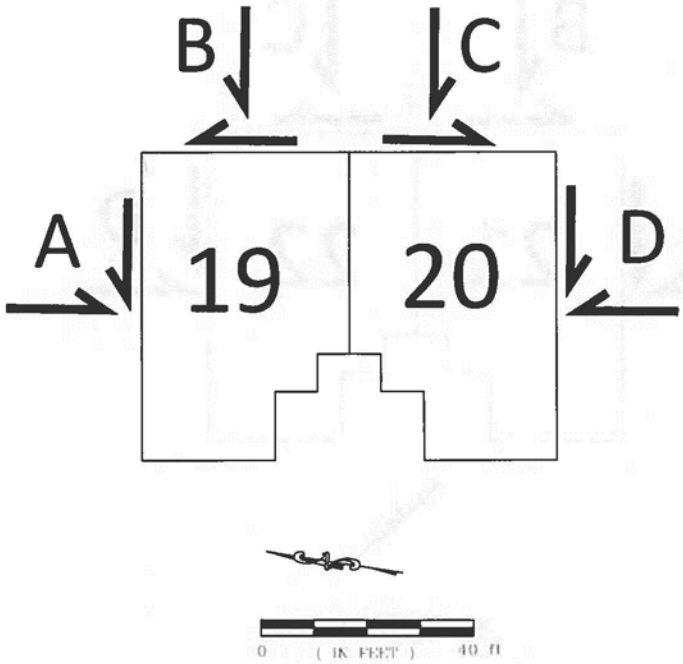
3. Loads are dynamic and have a rise time of 0.5 seconds.

4. Any portruding walls, decks, columns and other features not shown above may also be subject to avalanche loading.

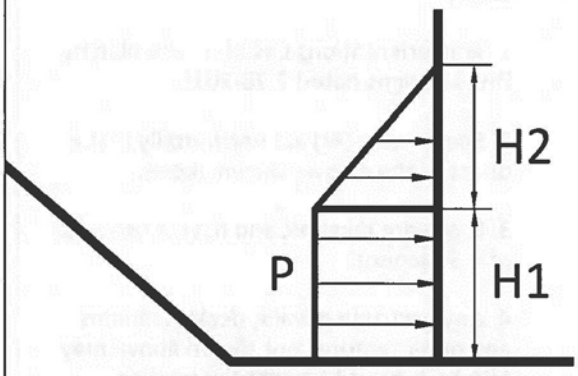
Design Avalanche Loads

Lots 17-18, Snake River Sporting Club
Teton County, Wyoming

Arthur I. Mears, P.E., Inc.
Wilbur Engineering, Inc.
February 15, 2016



Building	Wall	H1 (ft)	H2 (ft)	P_n(psf)	P_s(psf)
19	A	0.0	0.0	0	0
19	B	4.9	1.3	250	120
20	C	4.9	1.2	220	110
20	D	0.0	0.0	0	0



Notes:

1. Wall orientations based on site plan by DHM Designs dated 7-28-2015.

2. Shear loads (Ps) act horizontally in the direct of the arrows shown above.

3. Loads are dynamic and have a rise time of 0.5 seconds.

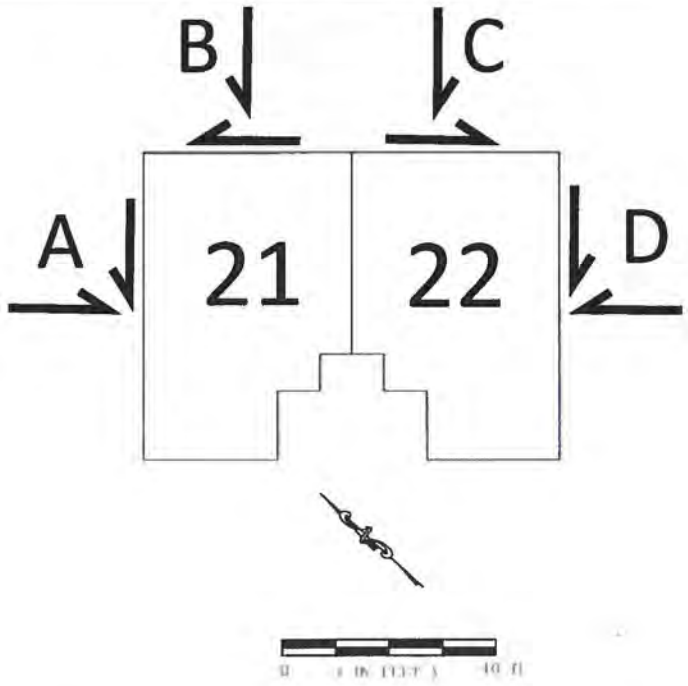
4. Any portruding walls, decks, columns and other features not shown above may also be subject to avalanche loading.

Design Avalanche Loads

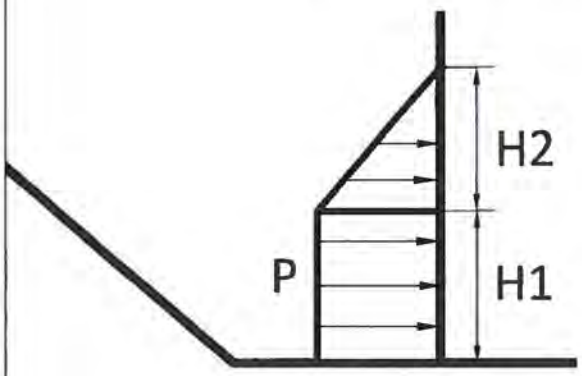
Lots 19-20, Snake River Sporting Club

Teton County, Wyoming

Arthur I. Mears, P.E., Inc.
Wilbur Engineering, Inc.
February 15, 2016



Building	Wall	H1 (ft)	H2 (ft)	P_n(psf)	P_s(psf)
21	A	0.0	0.0	0	0
21	B	5.6	1.5	270	135
22	C	4.9	1.5	270	135
22	D	0.0	0.0	0	0



Notes:

1. Wall orientations based on site plan by DHM Designs dated 7-28-2015.

2. Shear loads (Ps) act horizontally in the direct of the arrows shown above.

3. Loads are dynamic and have a rise time of 0.5 seconds.

4. Any portruding walls, decks, columns and other features not shown above may also be subject to avalanche loading.

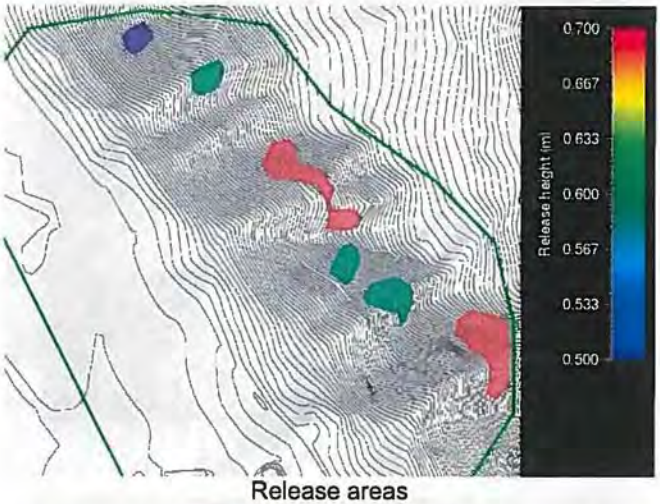
Design Avalanche Loads

Lots 21-22, Snake River Sporting Club

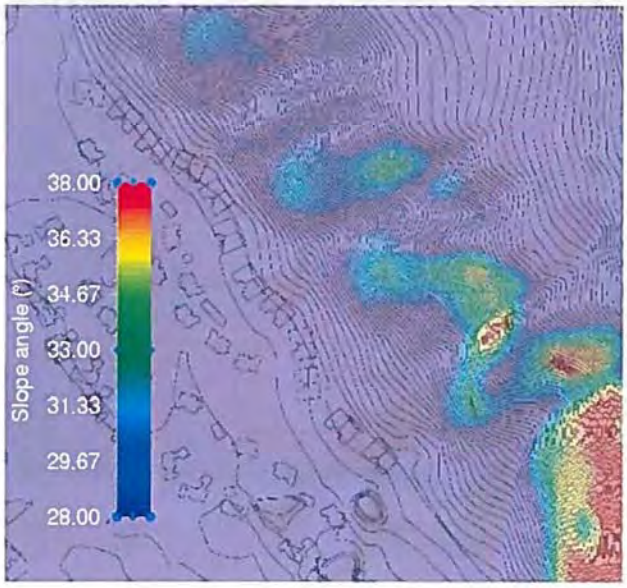
Teton County, Wyoming

Arthur I. Mears, P.E., Inc.
Wilbur Engineering, Inc.
February 15, 2016

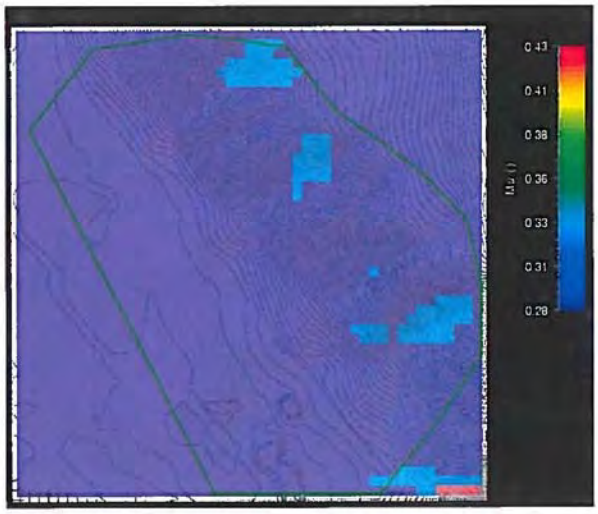
Appendix
RAMMS Parameters & Results for Design Magnitude Avalanche



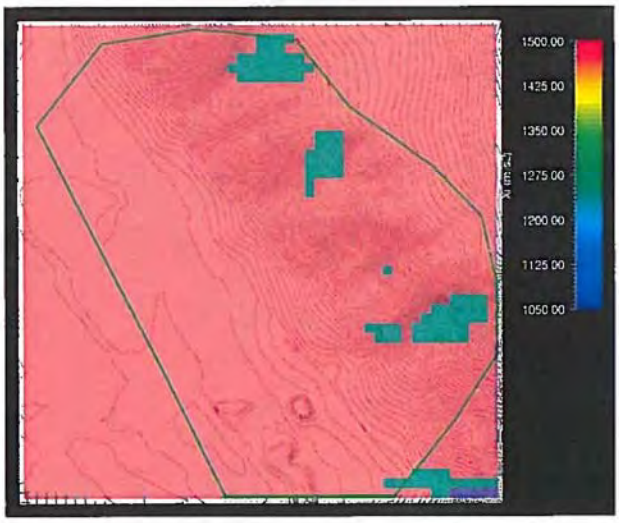
Release areas



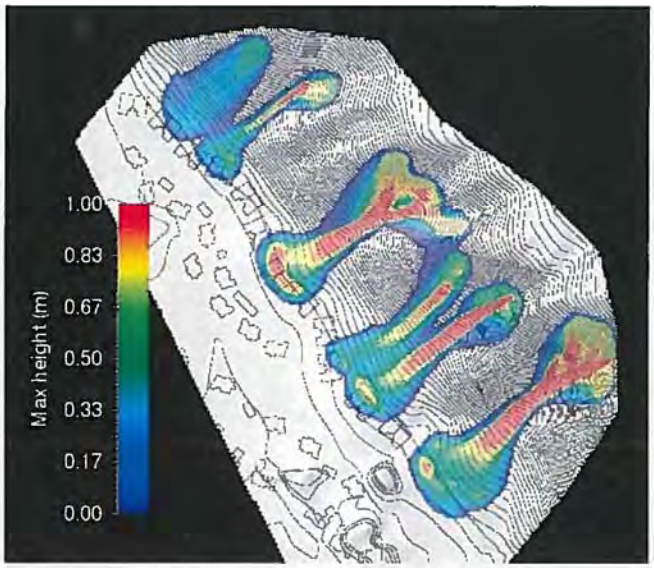
Slope angle map



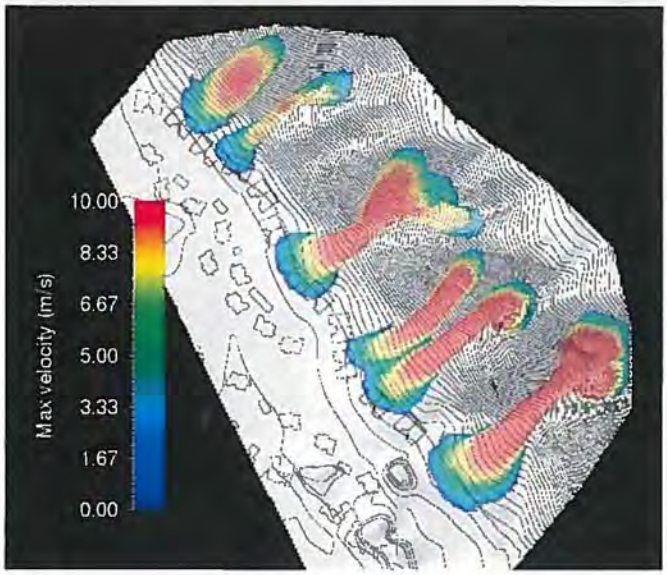
basal friction, mu



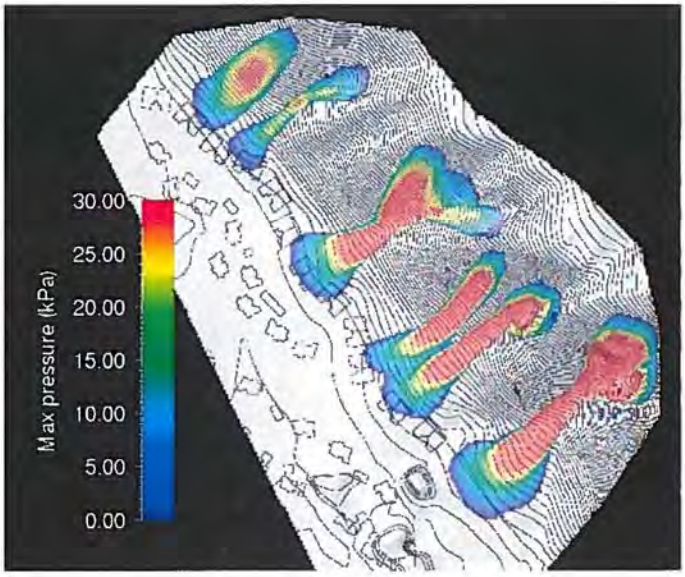
dynamic friction, xi



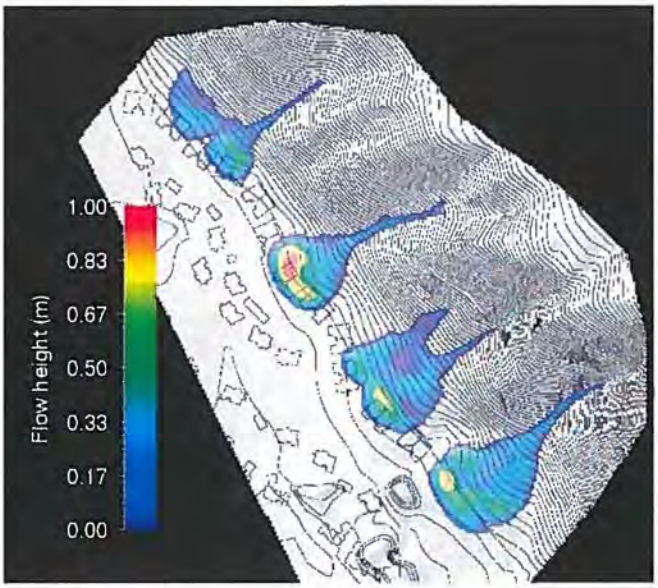
Maximum Flow Heights



Maximum Velocities



Maximum Pressures



Maximum Deposition Heights

Attachment 6

Jorgensen Associates P.C. Memo titled "Astoria Hot Springs Park and Snake River Sporting Club Response to Engineering Comments" dated June 23, 2015 bridge memo dated June 23, 2015

JORGENSEN

ASTORIA HOT SPRINGS PARK AND SNAKE RIVER SPORTING CLUB
RESPONSE TO ENGINEERING COMMENTS
Date: June 23, 2015

Introduction

The following discussion is in response to comments on infrastructure related items provided by Teton County Engineering on June 9, 2015.

Community Wastewater Systems

A Wyoming Department of Environmental Quality Permit to Construct will be required for any new wastewater facilities or changes to the current system. An amended Underground Injection Control permit with the DEQ will also be required. Snake River Sporting Club is actively gathering data to determine an appropriate solution to the change in type and location of development. Enlargements to existing systems or the addition of new systems are being considered.

The system serving the Astoria area will be inspected as part of the Final Development Plan (FDP), and issues regarding functionality will be addressed and incorporated in the FDP.

Water System

The existing water system was designed to accommodate the development at full buildout. The proposed Master Plan Amendment does not modify the density, rather the location of where that density is placed. The water mains, pressures, and associated flows will be checked to ensure adequate supply. Should modifications to the system be required, a Wyoming Department of Environmental Quality Permit to Construct will be required Current use data will be reviewed and compared with projected data used in the design and permitting of the existing system. Domestic use, lawn watering, and fire suppression water will all be part of the calculation for determination of adequate supply.

Avalanche Zones and Geotechnical Issues

Avalanche and geotechnical investigations have been prepared for the current, proposed development. These materials will be reviewed and adjusted if necessary to reflect changes in the development proposal.

Traffic Analysis

The traffic history of the land south of the Astoria Bridge is complex, as is the record of approvals with Teton County. When the campground and hot springs was operational in the 1970s through the early 1990s, the bridge and road system was unimproved. Vehicles and RVs accessed the property both via the bridge and via the Forest Service road from Hoback Junction.

When Mr. Edgcomb gained full control of all the land south of the bridge in the 1990s and started plans to develop the property, the 1999 and 2001 applications and approvals address many concerns regarding the use of the bridge. During this time, it appears approvals were given identifying the 1,000 ADT threshold. The 2005 FDP approvals for SRSC, reference the full condition language for the bridge. The full language is:

A traffic counter shall be deployed to regularly count traffic across the single lane bridge. Upon regularly approaching 1,000 ADT the developer shall construct a second lane to the bridge or provide adequate mitigating measures as determined by the County Engineer and approved by the Board of County Commissioners unless a different standard exists at that time. The Phase II Final Development Plan shall identify a mechanism to ensure that the financial resources will be available to construct the second lane of the bridge if and when it is necessary. The Final Development Plan shall include a detailed agreement that operationalizes this condition, including but not limited to defining a trigger point at which the counting begins, ensuring that it can be reasonably expected that the second lane of bridge can be approved, or provide mitigating measures, and clarifying the ownership of relevant land.

Subsequent to 2005, the development suffered a bankruptcy and the land formerly owned by the Edgcomb family was subdivided and sold.

The current situation today therefore is a relatively muddled situation where there are 5 landowners that are not bound by the CC&Rs of the development. These landowners have differing access and use rights of the bridge and roads in the development. Furthermore, technically the 1,000 ADT limit that was set in the Sketch Plan only applies to the SRSC PRD approval. There is not a practical way to determine whether current or future traffic is related to the golf course, the Resort or to the 5 landowners who are not a part of the CC&Rs. From an approval standpoint, the currently situation would allow the Resort to have unlimited traffic over the bridge, while the SRSC would be limited to 1,000 ADT.

The traffic impact study acknowledges the condition where 1,000 trips per day is established as a threshold upon which lane expansion or adequate mitigation measures

shall be implemented. However, no documentation as to the rationale behind this threshold can be located. The applicant also acknowledges that there is not a clear understanding if the 1,000 ADT threshold is a point where performance issues begin occurring or if additional capacity exists. Regardless, the applicant believes that it is important that the bridge continue to operate safely, both in terms of vehicle use of the bridge and safety on US 26, 89. The bridge is operating well with daily trips approaching 230 trips per day in peak season. Special event traffic flagging has proven effective during those times of high use. Continuous monitoring and performance assessment will provide an indication of how the bridge is operating relative to increasing volumes associated with the amendment. If ever approached regularly, the 1,000 trips per day measure will continue to be the threshold.

In order to "clean up" the current situation where there is inconsistent approvals and landowners who generate traffic that are not counted, and to address the full condition of approval, the applicant is proposing the following:

- A "Community Improvement District (CID)" will be created and/or the HOA will be expanded to ensure that all landowners south of the Astoria bridge will be responsible for the safe operation and maintenance of the bridge.
- The CID and/or HOA will report monthly traffic counts as is currently being done.
- The CID and/or HOA will be bound by the existing language "upon regularly approaching 1000 ADT", but that the CID and/or HOA will complete an engineering study at that time to determine the actual traffic loads that can be handled by the bridge from a technical standpoint and due to the bridge improvements completed in 2003 and the US 26/89 improvements completed in 2007.
- The CID and/or HOA will evaluate the following: A yield sign for northbound traffic instructing motorists to yield to southbound vehicles, signalization technology, shuttle service to Town, a community awareness program initiated and managed by the homeowners association.
- A long term capital plan will be put in place to create a reserve fund for eventual capital needs of the bridge. The current HOA has already spent approximately $40,000 in the last two years in painting and bridge maintenance and a portion of reserves are allocated to the bridge. However, an expanded HOA and/or CID will have additional resources to ensure an appropriate capital reserve. Furthermore, it is anticipated that a portion of park user fees could also support the operating and maintenance cost of the bridge. A CID would potentially also have access to state funds for bridge capital needs.

Other responses to Staff concerns:

Staff indicates that "the hot springs and park could likely regularly exceed 204 trips per day." We are unclear as to the basis behind this statement. The assumptions in the study are based upon discussions and operational input from an experienced operator in this area. The traffic monitoring presently in place will be an important component in measuring and monitoring the accuracy of these assumptions relative to actual volumes, and mitigation measures that may be considered as necessary.

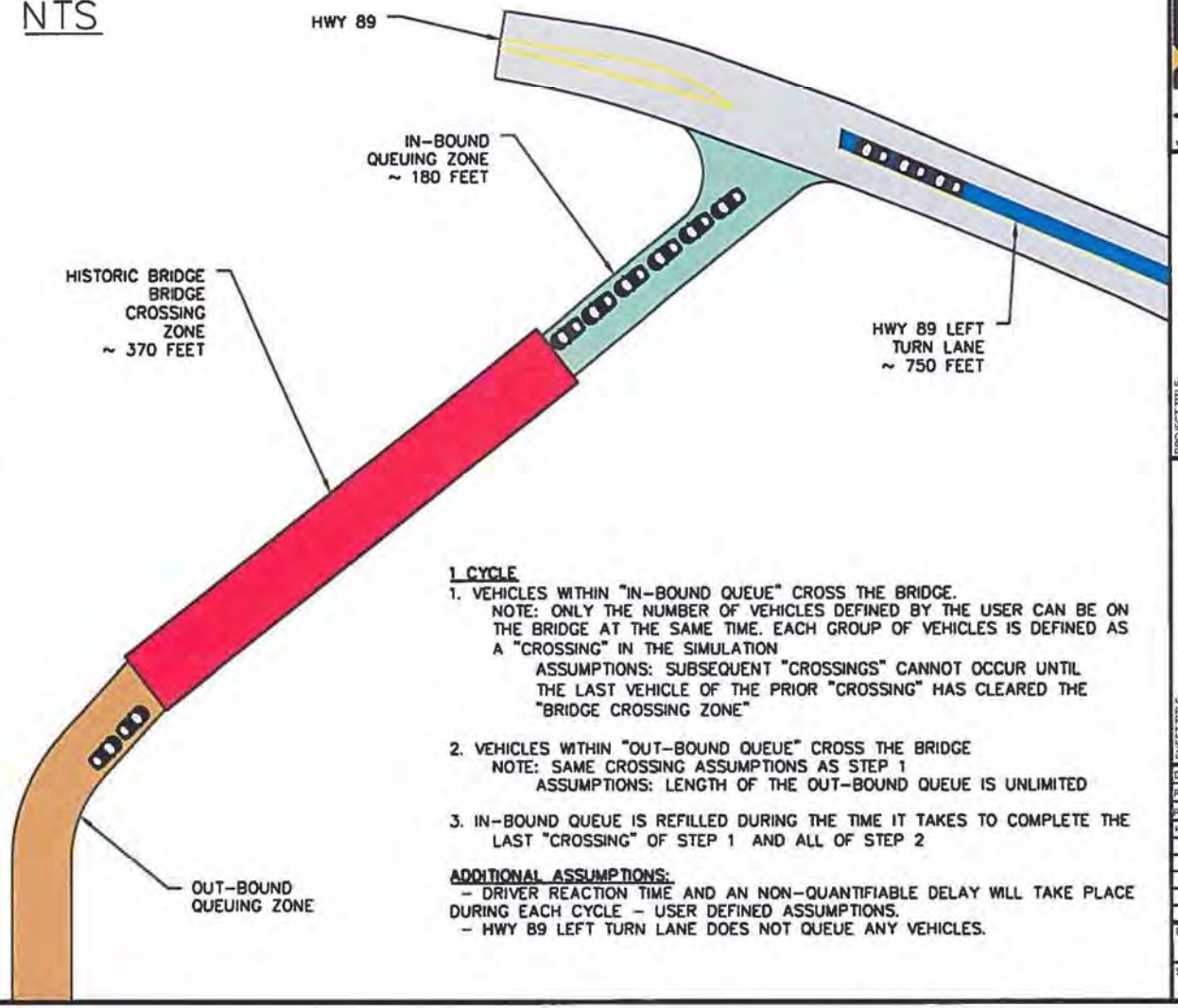
The employee and affordable housing requirements are presently under review by Teton County and the applicant. Staff indicates that with these components included, the ADT is 1,102 trips per day. While the employee and affordable housing are still under discussion, the applicant agrees that including these trips brings the ADT within range of the 1,000 trip threshold depending on number of units, internal capture rates, and management programs (i.e. shuttles) for these unit types, and the performance of the bridge and mitigation measures for the unit types will be implemented should that total be approached.

The proposed master plan amendment does not impact golf club operations. Offsite trips generated by the golf course are using the bridge as anticipated contributing to the total use which is below the 1,000 daily trips. As the rest of the development is built out, the monitoring will continue, and the mitigation measures identified as required by the condition. Again, it will be necessary to monitor the performance of the bridge to see how increasing trips affect its performance.

The applicant agrees that the left turn is not a mitigating measure for the one-lane bridge to prevent stacking on the highway. However, it does provide a factor of safety for occasions when additional stacking is required.

The applicant has reached out to USFS for a meeting regarding an official agreement with the United States Forest Service formalizing the Johnny Counts Road/Hoback Junction South Road for emergency access purposes. The applicant is committed to the working to obtain this long term commitment. However, the ultimate decision is under the USFS's jurisdiction.

NTS



1 CYCLE

1. VEHICLES WITHIN "IN-BOUND QUEUE" CROSS THE BRIDGE.
   NOTE: ONLY THE NUMBER OF VEHICLES DEFINED BY THE USER CAN BE ON THE BRIDGE AT THE SAME TIME. EACH GROUP OF VEHICLES IS DEFINED AS A "CROSSING" IN THE SIMULATION
   ASSUMPTIONS: SUBSEQUENT "CROSSINGS" CANNOT OCCUR UNTIL THE LAST VEHICLE OF THE PRIOR "CROSSING" HAS CLEARED THE "BRIDGE CROSSING ZONE"

2. VEHICLES WITHIN "OUT-BOUND QUEUE" CROSS THE BRIDGE
   NOTE: SAME CROSSING ASSUMPTIONS AS STEP 1
   ASSUMPTIONS: LENGTH OF THE OUT-BOUND QUEUE IS UNLIMITED

3. IN-BOUND QUEUE IS REFILLED DURING THE TIME IT TAKES TO COMPLETE THE LAST "CROSSING" OF STEP 1 AND ALL OF STEP 2

ADDITIONAL ASSUMPTIONS:

- DRIVER REACTION TIME AND AN NON-QUANTIFIABLE DELAY WILL TAKE PLACE DURING EACH CYCLE - USER DEFINED ASSUMPTIONS.
- HWY 89 LEFT TURN LANE DOES NOT QUEUE ANY VEHICLES.

JORGENSEN
JACKSON, WYOMING
307.733.5150
www.jorgensenassociates.com

PROJECT TITLE: SNAKE RIVER SPORTING CLUB

SHEET TITLE: PRELIMINARY TRAFFIC ANALYSIS OF THE HIRSTORIC BRIDGE

DRAFTED BY:	JAP
REVIEWED BY:	
PLAN VERSION	DATE
PRELIM	06-25-15

PROJECT NUMBER: 15040

SHEET: 1

The Following Images
C:\Users\epearce.JELSWYO\Desktop\aerial.png

The Following Xrefs:

Q:\2015\Snake River Sporting Club\15040 HISTORIC BRIDGE TRAFFIC SCHEMATIC.dwg Ver. 18.1 Plotted by epearce on Jun 25, 2015 - 2:01pm

JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 20
Jackson, WY 8300
PH. 307.733.515
| www.jorgeng.co

INPUT PARAMETERS			Modify Cells	

IN-BOUND QUEUEING ZONE		
Length of Queueing Zone	180	feet
Vehicle Queuing Length	30	feet

BRIDGE CROSSING ZONE		
Length of Bridge	370	feet
# Vehicles on Bridge*	2	vehicles

GENERAL INPUT		
Directional Distribution		Ratio
In-bound	Out-bound	
75	25	
Travel Speed	15	MPH
Reaction Time	2	seconds
Built in Delay**	10	seconds

* Number of vehicles allowed to be on the Historic Bridge at the same time

** Time added to the Total Time/Cycle to account for additional delays that can be difficult to quantify

SIMULATION

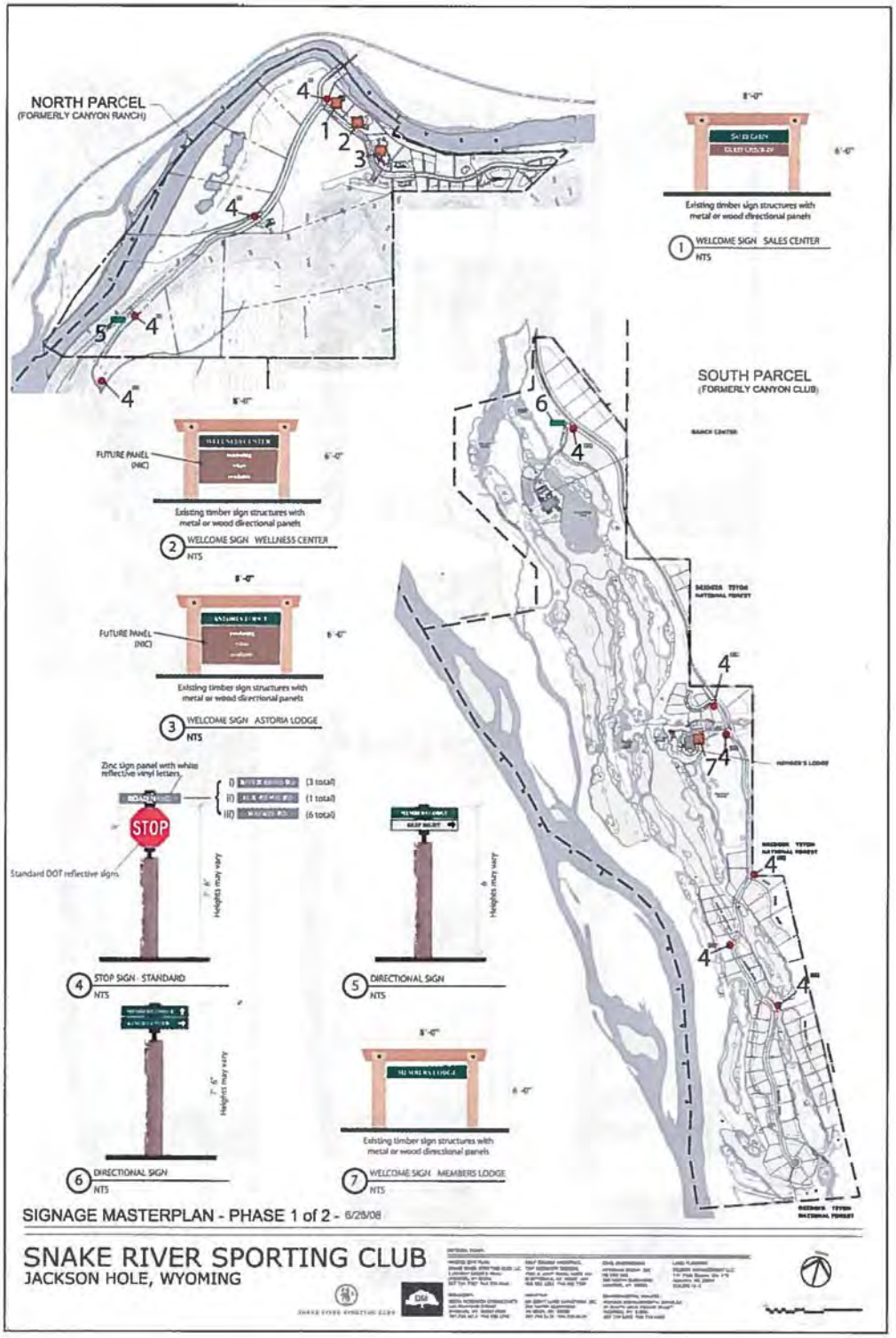
In-bound Traffic			
# Vehicles in In-bound Queue	6	vehicles	Vehicles in South-bound Queue
Travel Time/Vehicle Across Bridge	16.8	seconds	Time for one vehicle to cross the Historic Bridge at the assumed speed
Time per Crossing	20.8	seconds	Time for one group of vehicles to cross the Historic Bridge, including travel time, reaction time, and # vehicles allowed at once on the bridge
# In-bound Crossings/Cycle	3.0		Number of "Crossings" necessary to clear the In-bound Queue
Time for Last Crossing	20.8	seconds	Time necessary for the last group of vehicle(s) in the In-bound Queue to cross the Historic Bridge
Total Time to Clear In-bound Queue	**62.5**	seconds	Total time needed to clear In-bound Queue, time ends when last vehicle exits bridge

Out-bound Traffic			
# Vehicles in Out-bound Queue	2	vehicles	Vehicles in North-bound Queue
Travel Time/Vehicle Across Bridge	16.8	seconds	Time for one vehicle to cross the Historic Bridge at the assumed speed
Time per Crossing	20.8	seconds	including travel time, reaction time, and # vehicles allowed at once on the bridge
# Out-bound Crossings/Cycle	1.0		Number of "Crossings" necessary to clear the Out-bound Queue
Time for Last Crossing	20.8	seconds	Time necessary for the last group of vehicle(s) in the Out-bound Queue to cross the Historic Bridge
Total Time to Clear Out-bound Queue	**20.8**	seconds	Total time needed to clear Out-bound Queue, time ends when last vehicle exits bridge

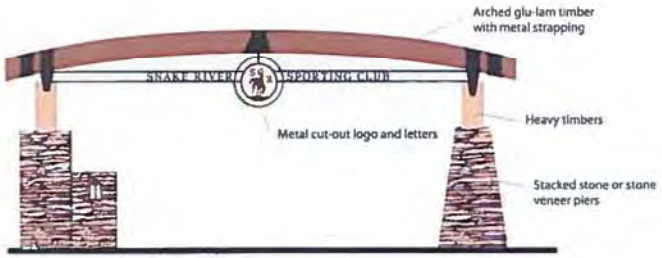
ADDITIONAL DATA			
Time to Refill In-bound Queue	41.6	seconds	onto the bridge, and the last vehicle to exit the bridge out of the Out-bound Queue

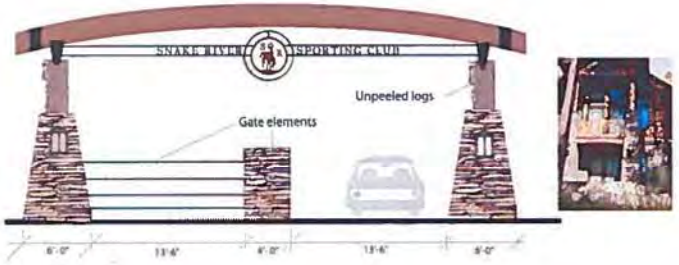
OPERATION LEVELS			
Total Time/Cycle	93.3	seconds	Total time for one complete iteration of crossings to occur
# Vehicle Trips/Cycle	8.0	vehicles	Total vehicle trips per cycle
TOTAL VEHICLE TRIPS/HOUR	**309**	**Trips/Hr**	**Total Trips/Hour when operating with the indicated assumptions**

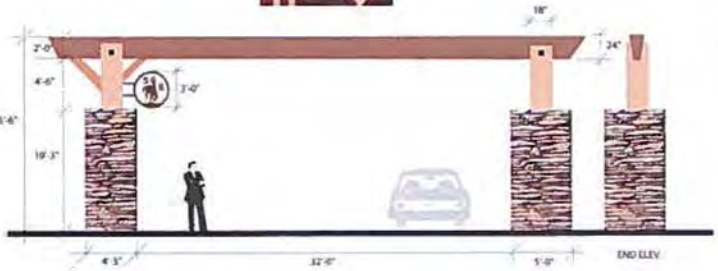
Attachment 7
Snake River Sporting Club Architectural Review Board Design Guidelines Signage Plan


NORTH PARCEL
(FORMERLY CANYON RANCH)
SOUTH PARCEL
(FORMERLY CANYON CLUB)
Existing timber sign structures with metal or wood directional panels
1 WELCOME SIGN SALES CENTER
NTS
FUTURE PANEL (NIC)
2 WELCOME SIGN WELLNESS CENTER
NTS
3 WELCOME SIGN ASTORIA LODGE
NTS
Zinc sign panel with white reflective vinyl letters
(3 total)
(1 total)
(6 total)
STOP
Standard DOT reflective signs
Heights may vary
4 STOP SIGN - STANDARD
NTS
5 DIRECTIONAL SIGN
NTS
6 DIRECTIONAL SIGN
NTS
7 WELCOME SIGN MEMBERS LODGE
NTS
SIGNAGE MASTERPLAN - PHASE 1 of 2 - 6/26/08
SNAKE RIVER SPORTING CLUB
JACKSON HOLE, WYOMING

Design Considerations:
HORIZONTALITY, CANTILEVER, ROCK WORK, TIMBER/LOG, BROWN AND WEATHERED GRAY TONES
CONTEMPORARY TRANSLATIONS OF RANCH VERNACULAR, COMBINING OF GEOMETRIC SHAPES
TO CREATE ASYMMETRY







SNAKE RIVER SPORTING CLUB SIGNAGE-GATE CONCEPTS

DESIGN MANAGEMENT LLC 4-18-07

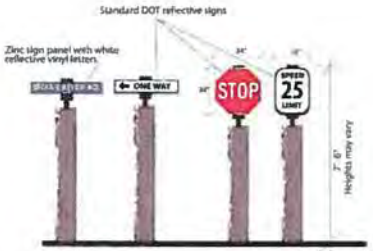
SCALE: 1/8"=1'-0"

Existing timber sign structures with metal or wood directional panels

Combination log and timber structure with wood or metal hanging sign panel

Combination log and timber structure with individual zinc sign panels peg-mounted into zinc backdrop

DIRECTIONAL SIGNAGE OPTIONS



VEHICULAR REGULATORY OPTIONS

SNAKE RIVER SPORTING CLUB SIGNAGE- CONCEPTS

DESIGN MANAGEMENT LLC

SCALE: 1/4"=1'-0"

SECTION 5 – TITLE INFORMATION

JACKSON HOLE
TITLE & ESCROW
255 Buffalo Way/PO Box 921, Jackson, WY 83001
Phone (307)733-3153 - Fax (307)733-9534

To: **SRSC Lots, LLC**
Christopher Swann

Order No.: **600304JAC**

SRSC Lot 1, LLC
George W. Wellde Jr. and Patricia A. Wellde

Crowley Fleck - Jim Belcher
Levy Coleman Brodie - Robbin Levy

First Interstate Bank
Stephanie Cooper

Reference: **SRSC Lot 1, LLC-SRSC Lots, LLC**

Property: **Lot 1 of Snake River Sporting Club, Plat Number 1165.**

ENCLOSED please find the following:

- SECOND Commitment (add lender/loan information)

Thanks for choosing Jackson Hole Title & Escrow for your transaction, we look forward to working with you. Please feel free to contact me directly if you have any questions.

Sincerely,

Nancy Hughes, Manager
nhughes@jhtitle.com

enc.

File No.: 600304JAC

Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:

Jackson Hole Title & Escrow
255 Buffalo Way/PO Box 921, Jackson, WY 83001

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *President*

Attest *Secretary*

CONDITIONS

1. The Term Mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of the defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.
   You may review a copy of the arbitration rules at: http://www.alta.org/.

FILE NO.: 600304JAC

SECOND COMMITMENT

SCHEDULE A

1. Effective Date: July 14, 2016 at 8:00 AM

2. Policy or Policies to be issued:

	Policy Amount	Premium Amount
Policy or Policies to be issued: ALTA Owner's Policy (6/17/06) ORT Form 4309 (Premium amount reflects no available credit)	**$1,200,000.00**	**$2,955.00**

Proposed Insured:
SRSC Lots, LLC, a Wyoming limited liability company

Policy or Policies to be issued: ALTA Loan Policy (6/17/06) ORT Form 4310 (Premium Amount reflects 80% credit)	**$840,000.00**	**$449.00**

Proposed Insured:
First Interstate Bank, its successors and/or assigns as their interests may appear.

Endorsements: **8.1-06, 9-06, 22-06** **$25.00**

3. Title to the fee simple estate or interest in the land described or referred to in this commitment is at the effective date vested in:

   Snake River Sporting Club Lot 1, LLC

4. The Land referred to in this Commitment is described as follows:

   Lot 1 of Snake River Sporting Club, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on October 4, 2005 as Plat Number 1165.

Schedule B-I

Requirements

1. Pay the full consideration to, or for the account of, the Grantors and/or Mortgagees for the estate or interest to be insured.

2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

   a. **Warranty Deed**
   From the duly authorized representative(s) of Snake River Sporting Club Lot 1, LLC, a Wyoming limited liability company
   Vesting fee simple title in SRSC Lots, LLC, a Wyoming limited liability company

   A Statement of Consideration is required with each transfer of title in the State of Wyoming per Wyoming Statute 34-1-142.

   b. **Mortgage**
   Executed by: the duly authorized representative(s) of SRSC Lots, LLC, a Wyoming limited liability company
   In favor of: First Interstate Bank
   To secure a loan of: $840,000.00

   All Grantors/Mortgagors must cite marital status and their spouses, if any, must join in the execution of the Deed and/or Mortgage for the purpose of waiving any homestead rights they may have.

3. Pay all taxes, charges and assessments levied and assessed against the subject premises which are due and payable as follows:

Tax ID#	2016 1st Half Tax Status	2016 2nd Half Tax Status
01-004157	In the Amount of $2,288.65 are PAYABLE	In the Amount of $2,288.62 are PAYABLE

   We recommend that the person responsible for closing this transaction verify this tax information prior to closing.
   *Real Estate Taxes are payable as follows
   *If making one payment: Due on or before December 31.
   *If making two payments: First half payable September 1 and delinquent November 10; second half due March 1 and delinquent May 10.

4. Lien Coverage: To remove Exception(s) 4 shown in Schedule B, Section 2, hereof from the Loan Policy when issued, the following documents(s) must be provided to us:

   Owner's Affidavit executed by: the duly authorized representative(s) of Snake River Sporting Club Lot 1, LLC, a Wyoming limited liability company
   Borrower's Affidavit executed by: the duly authorized representative(s) of SRSC Lots, LLC, a Wyoming limited liability company

   Affidavits shall serve as satisfactory evidence that any improvements and/or repairs or alterations thereto are completed; that any contractors, sub-contractors, laborers and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.

Schedule B-I

Requirements

5. Furnish the following for Snake River Sporting Club Lot 1, LLC, a Wyoming limited liability company:
   a) **Articles of Organization**: Provide a certified copy of the Articles of Organization filed with the Office of the Secretary of State.
   b) **Certificate of Good Standing**: Provide a Certificate of Good Standing from the Secretary of State.
   c) **Operating Agreement**: Provide a copy of the Operating Agreement governing the management of the Limited Liability Company, and any amendments thereto.

   Note: We reserve the right to make additional requirements or exceptions once these requirements have been met.

6. Furnish the following for SRSC Lots, LLC, a Wyoming limited liability company:

   a) **Certificate of Good Standing**: Provide a current Certificate of Good Standing from the Secretary of State.
   b) **Amendments to Operating Agreement**: Provide all amendments to the Operating Agreement of said limited liability company subsequent to November 12, 2015.

   Note: We reserve the right to make additional requirements or exceptions once these requirements have been met.

7. In accordance with the terms and provisions of the recorded Declaration of Covenants, Conditions and Restrictions:

   a) provide a release of the right to repurchase subject land executed by the duly authorized representative(s) of Cygnus SRSC, LLC, a Georgia limited liability company, and

   b) pay the applicable housing transfer fee

Schedule B-II

Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

9. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) 1165 and Map Numbers T- 458 A, T- 458 B and T- 458 C, records of Teton County, Wyoming.

10. Easement and right-of-way, which contains a reverter clause:
    Granted By: Ellsworth G. and Georgia A. Crail
    Granted To: U. S. of America
    Recording Information: Book 4 of Deeds, Page 286

11. Easement and right-of-way, which contains a reverter clause:
    Granted By: Ray Ely
    Granted To: U. S. of America
    Recording Information: Book 4 of Deeds, Page 288

12. Right of Deed:
    Granted By: George Lamb
    Granted To: U.S. of America
    Recording Information: Book 4 of Deeds, Page 289

13. Memorandum of Agreement Affecting Real Property:
    Between: Canyon Club, Inc.
    And: Jackson Hole Land Trust
    Recording Information: Book 496 of Photo, Pages 550-552

14. Conservation Easement, including the terms and conditions thereof:
    Recording Information: Book 496 of Photo, Pages 489-548

Schedule B-II

Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.

2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and that is not shown by the public records.

4. Any lien, or right to a lien, imposed by law for services, labor or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; or (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any right, title or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons, whether or not shown by the public record.

7. (a) Taxes, assessments or special levies which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

   Real Property Taxes for the year 2016 and subsequent years. (See Schedule B, Section 1, Number 3 for tax status)

   (b) Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Schedule B-II

Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

15. Snake River Sporting Club Community Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, which includes, but is not limited to, a Housing Transfer Fee, and a Right of First Refusal, appearing of record in Book 924 of Photo, Pages 731-908, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

    Assignment of Declarant Rights and Waiver of First Right of Refusal appearing of record in Book 835 of Photo, Page 847.

    Assignment of Declarant Rights for Snake River Sporting Club recorded in Book 924 of Photo, Pages 485-487.

    Assignment of Declarant Rights for Snake River Sporting Club recorded in Book 924 of Photo, Page 488.

16. Affordable Housing Agreement:
    Recording Information: Book 604 of Photo, Pages 714-727

    Affidavit Regarding Partial Satisfaction of Terms of Affordable Housing Agreement appearing of record in Book 861 of Photo, Pages 1023-1024.

17. Amended Certificate of Owner For Plat No. 1165:
    Recording Information: Book 606 of Photo, Pages 36-37

18. Grant of Perpetual Right To Use Access and Utility Easement:
    Recording Information: Book 628 of Photo, Pages 532-534

19. Open Space Easement:
    Recording Information: Book 629 of Photo, Pages 67-110

    Partial Termination of Easement 6 of The Open Space Easement recorded in Book 922 of Photo, Page 674-676.

    Replacement Open Space Easement - Lot 19 recorded in Book 922 of Photo, Page 677-683.

Schedule B-II

Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

20. Assignment of Development Rights and Assignment of Rights Reserved in Teton County Plats 1030 and 1031:
    Recording Information: Book 848 of Photo, Pages 612-616

21. The terms, conditions, provisions and limitations of that unrecorded U.S. Department of Agriculture Forest Service Forest Road Special Use Permit in favor of Snake River Sporting Club Owners Association dated September 13, 2013, Auth ID JAC474401.

22. Landscaping Affidavit:
    Recording Information: Book 503 of Photo, Page 168

INFORMATIONAL NOTES

- Exception(s) ***1 through 4*** will be deleted from the Loan Policy to be issued upon our satisfactory receipt of all Requirements.

- Exception(s) ***4*** will be deleted from the Owner's Policy to be issued upon our satisfactory receipt of all Requirements.

- The following property address and PIDN Number are provided for informational purposes only:

  14110 South Wagon Road Jackson, WY 83001

  PIDN Number: 22-38-16-08-1-01-001

- Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower.

OLD REPUBLIC NATIONAL TITLE INSURANCE AGENCY
PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company.

We may collect nonpublic information about you from the following sources:

Information we received from you such as on applications or other forms.
Information about your transactions we secure from our files, or from others.
Information we receive from a consumer reporting agency.
Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint market agreements:

Financial services providers such as companies engaged in banking, consumer finance, securities and insurance.
Non-financial companies such as envelope stuffers and other fulfillment service providers.

We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Jackson Hole Title & Escrow
255 Buffalo Way/PO Box 921
Jackson, WY 83001
Phone: (307)733-3153 / Fax: (307)733-9534

PR: AFFGRP

Ofc: 413 (12514)

Invoice

To: Cygnus Capital
3060 Peachtree Road NW, Suite 1080
Atlanta, GA 30305

Invoice No.: 12514 - 4136544
Date: 07/21/2016

Our File No.: 600304JAC
Title Officer: Mimi Tlougan
Escrow Officer:

Customer ID: 637019

Attention: Christopher Swann

Liability Amounts
Owners: $1,200,000.00
Lenders: $840,000.00

Your Ref.: SRSC Lot 1, LLC-SRSC Lots, LLC

RE: **Property:**
14110 South Wagon Road, Jackson, WY 83001

Buyers: SRSC Lots, LLC
Sellers: Snake River Sporting Club Lot 1, LLC

Description of Charge	Invoice Amount
Policy-Extended Owners Policy	$2,955.00
Policy-Extended Lender's Policy	$449.00
Endorsement 22-06 Location	$25.00
Endorsement 9-06 REM	$0.00
Endorsement 8.1-06 Environmental	$0.00

INVOICE TOTAL **$3,429.00**

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department

File Copy

WARRANTY DEED

Snake River Sporting Club Lot 1, LLC, an administratively dissolved Wyoming limited liability company, along with **George W. Wellde, Jr.** its sole member and **Patricia A. Wellde**, his wife, collectively GRANTOR, of Teton County, Wyoming, for Ten Dollars ($10.00) and other valuable consideration in hand paid, receipt of which is hereby acknowledged, and in winding up the business of Snake River Sporting Club Lot 1, LLC, WARRANT and CONVEY unto **SRSC Lots, LLC, a ~~Wyoming~~ Georgia limited liability company**, GRANTEE, whose mailing address is 3060 Peachtree Road, Suite 1080, Atlanta, Georgia, 30305, the following-described real property situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 1 of Snake River Sporting Club, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on October 4, 2005 as Plat Number 1165.

State Identification Number: 22-38-16-08-1-01-001

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, encroachments, conditions, restrictions, rights-of-way, and easements of record.

This property is transferred on the condition that a transfer fee shall be payable to Teton County, Wyoming and to the Teton County Education Foundation, a Wyoming non-profit corporation, in connection with each subsequent transfer of this property in accordance with the provisions of the Snake River Sporting Club Community Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, dated August 29, 2005 and executed September 21, 2005. The above-described covenant shall run with the land and shall be binding upon the owner of this property and its successors and assigns.

WITNESS the due execution and delivery of this Warranty Deed this 7th day of September, 2016.

Snake River Sporting Club Lot 1, LLC
a Wyoming limited liability company

By: _____
George W. Wellde, Jr.
Its: Sole Member

_____
George W. Wellde, Jr., Individually

_____
Patricia A. Wellde, Individually

STATE OF New York)
) ss.
COUNTY OF New York)

The foregoing Warranty Deed was acknowledged before me by George W. Wellde, Jr. as Sole Member of Snake River Sporting Club Lot 1, LLC, a Wyoming limited liability company and as an individual and by Patricia A. Wellde, an individual, this 7th day of September 2016.

WITNESS my hand and official seal.

David S. Rothenberg
Notary Public, State of New York
No. 02R05040210
Qualified in New York County
My Commission Expires March. 06, 2012

_____
Notary Public
My commission expires: 3/6/2015

Guarantee

SG 08007434

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN. Old Republic National Title Insurance Company, a Minnesota corporation, herein called the Company GUARANTEES the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

In witness whereof, Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued through the Office of:

Jackson Hole Title & Escrow

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By _____ President

Attest _____ Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

(a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
(b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
(d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
(e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

(a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
(b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
(c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
(d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.

(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title

to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness,

the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.
The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to this Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule A

File No.	Liability	Fee	Reference	Guarantee No.
585095JAC	$1,000.00	$250.00	SRSC Lots FROG	**SG** 08007434

1. Name of Assured: Jorgensen Associates

2. Date of Guarantee: 03/25/2016 at 8:00 A.M.

3. The estate or interest in the land hereinafter described is: Fee Simple

4. Title to said or estate or interest at the Date hereof is vested in:

   Lots 2 and 4: Snake River Sporting Partners, LLC, a Wyoming limited liability company
   Lots 3 and 6: SRSC Lots, LLC, a Georgia limited liability company
   Lot 5: Cygnus Capital, Inc., a Wyoming corporation
   Lots 47 and 80: SRS Club, LLC, a Georgia limited liability company

5. The land referred to in this Guarantee is situated in the County of Teton, State of Wyoming and is described as follows:

   Lots 2, 3, 4, 5, 6, 47 and 80 of Snake River Sporting Club, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on October 4, 2005 as Plat Number 1165.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-I Exceptions/Recorded Documents

File No.	Liability	Fee	Reference	Guarantee No.
585095JAC	$1,000.00	$250.00	SRSC Lots FROG	**SG** 08007434

6. As of the Date of this Guarantee, the following exceptions reference all recorded documents which may affect title to the herein described land:

All Lots:

1. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number 1165 and recorded Map Numbers T-458-A, T-458-B and T-458-C, records of Teton County, Wyoming.

2. Easement and right-of-way from Ellsworth G. and Georgia A. Crail to U. S. of America, which contains a reverter clause appearing of record in Book 4 of Deeds, Page 286, records of Teton County, Wyoming.

3. Easement and right-of-way from Ray Ely to U. S. of America, which contains a reverter clause appearing of record in Book 4 of Deeds, Page 288, records of Teton County, Wyoming.

4. Right of Deed from George Lamb to U.S. of America appearing of record in Book 4 of Deeds, Page 289, records of Teton County, Wyoming.

5. Memorandum of Agreement Affecting Real Property between Canyon Club, Inc. and Jackson Hole Land Trust appearing of record in Book 496 of Photo, Pages 550-552, records of Teton County, Wyoming.

6. The terms and conditions of that Conservation Easement appearing of record in Book 496 of Photo, Pages 489-548, records of Teton County, Wyoming.

7. Snake River Sporting Club Community Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, which includes, but is not limited to, a Housing Transfer Fee, and a Right of First Refusal, appearing of record in Book 604 of Photo, Pages 640-713; First Amendment in Book 651 of Photo, Pages 341-344, records of Teton County, Wyoming; and Assignment of Declarant Rights and Waiver of First Refusal in Book 835 of Photo, Page 847, records of Teton County, Wyoming.

8. Affordable Housing Agreement appearing of record in Book 604 of Photo, Pages 714-727, records of Teton County, Wyoming and Affidavit Regarding Partial Satisfaction of Terms of Affordable Housing Agreement appearing of record in Book 861 of Photo, Pages 1023-1024, records of Teton County, Wyoming.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-I Exceptions/Recorded Documents

File No.	Liability	Fee	Reference	Guarantee No.
585095JAC	$1,000.00	$250.00	SRSC Lots FROG	**SG** 08007434

9. Amended Certificate of Owner for Plat No. 1165 appearing of record in Book 606 of Photo, Pages 36-37, records of Teton County, Wyoming.

10. Grant of Perpetual Right To Use Access and Utility Easement appearing of record in Book 628 of Photo, Pages 532-534, records of Teton County, Wyoming.

11. Open Space Easement appearing of record in Book 629 of Photo, Pages 67-110, records of Teton County, Wyoming.

12. Assignment of Development Rights and Assignment of Rights Reserved in Teton County Plats 1030 and 1031 appearing of record in Book 848 of Photo, Pages 612-616, records of Teton County, Wyoming.

13. The terms, conditions, provisions and limitations of that unrecorded U.S. Department of Agriculture Forest Service Forest Road Special Use Permit in favor of Snake River Sporting Club Owners Association dated September 13, 2013, Auth ID JAC474401.

Lots 2, 3, 4 and 5:

14. Landscaping Affidavit appearing of record in Book 503 of Photo, Page 168, records of Teton County, Wyoming.

As to Lots 2 and 4:

15. **Mortgage** dated June 18, 2007, to secure an original indebtedness of $9,782,000.00, and any other amounts and/or obligations secured thereby.
Recorded: 6/21/2007, in Book 667 of Photo, Page(s) 1006-1023
Mortgagor: Snake River Partners, LLC, a Wyoming limited liability company
Mortgagee: Boston Private Bank and Trust

First Amendment:
Recording Information: Book 883 of Photo, Pages 841-845

Second Amendment:
Recording Information: Book 889 of Photo, Pages 236-239

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-II Informational Notes

File No.	Liability	Fee	Reference	Guarantee No.
585095JAC	$1,000.00	$250.00	SRSC Lots FROG	**SG** 08007434

The following is provided for informational purposes and is not part of the Assurances given under this Guarantee:

The Status of real property taxes is as follows:

Lot #	Tax ID#	2015 Tax Status	2016 Tax Status
2	01-004158	In the Amount of $4,822.68 are **PAID**	Accruing lien not yet due or payable
3	01-004159	In the Amount of $5,459.95 are **PAID**	Accruing lien not yet due or payable
4	01-004160	In the Amount of $4,858.05 are **PAID**	Accruing lien not yet due or payable
5	01-004161	In the Amount of $4,931.28 are **PAID**	Accruing lien not yet due or payable
6	01-004162	In the Amount of $4,467.69 are **PAID**	Accruing lien not yet due or payable
47	01-004203	In the Amount of $85.83 are **PAID**	Accruing lien not yet due or payable
80	01-004236	In the Amount of $40.27 are **PAID**	Accruing lien not yet due or payable

We recommend that the person responsible for closing this verify this tax information prior to closing.
*Real Estate Taxes are payable as follows
*If making one payment: Due on or before December 31.
*If making two payments: First half payable September 1 and delinquent November 10; second half due March 1 and delinquent May 10.

The PIDNs for these properties appear to be:

Lot 2: 22-38-16-08-1-01-002
Lot 3: 22-38-16-08-1-01-003
Lot 4: 22-38-16-08-1-01-004
Lot 5: 22-38-16-08-1-01-005
Lot 6: 22-38-16-08-1-01-006
Lot 47: 22-38-16-08-1-01-047
Lot 80: 22-38-16-08-1-01-080

OLD REPUBLIC NATIONAL TITLE INSURANCE AGENCY
PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company.

We may collect nonpublic information about you from the following sources:

Information we received from you such as on applications or other forms.
Information about your transactions we secure from our files, or from others.
Information we receive from a consumer reporting agency.
Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint market agreements:

Financial services providers such as companies engaged in banking, consumer finance, securities and insurance.
Non-financial companies such as envelope stuffers and other fulfillment service providers.

We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

JACKSON HOLE
TITLE & ESCROW
307.733.3153

WARRANTY DEED

Snake River Sporting Club Lot 1, LLC, an administratively dissolved Wyoming limited liability company, along with **George W. Wellde, Jr.** its sole member and **Patricia A. Wellde**, his wife, collectively GRANTOR, of Teton County, Wyoming, for Ten Dollars ($10.00) and other valuable consideration in hand paid, receipt of which is hereby acknowledged, and in winding up the business of Snake River Sporting Club Lot 1, LLC, WARRANT and CONVEY unto **SRSC Lots, LLC, a ~~Wyoming~~ Georgia limited liability company**, GRANTEE, whose mailing address is 3060 Peachtree Road, Suite 1080, Atlanta, Georgia, 30305, the following-described real property situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 1 of Snake River Sporting Club, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on October 4, 2005 as Plat Number 1165.

State Identification Number: 22-38-16-08-1-01-001

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, encroachments, conditions, restrictions, rights-of-way, and easements of record.

This property is transferred on the condition that a transfer fee shall be payable to Teton County, Wyoming and to the Teton County Education Foundation, a Wyoming non-profit corporation, in connection with each subsequent transfer of this property in accordance with the provisions of the Snake River Sporting Club Community Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, dated August 29, 2005 and executed September 21, 2005. The above-described covenant shall run with the land and shall be binding upon the owner of this property and its successors and assigns.

WITNESS the due execution and delivery of this Warranty Deed this 7th day of September, 2016.

Snake River Sporting Club Lot 1, LLC
a Wyoming limited liability company

By: _____
George W. Wellde, Jr.
Its: Sole Member

RELEASED	
INDEXED	✓
ABSTRACTED	✓
SCANNED	

_____
George W. Wellde, Jr., Individually

_____
Patricia A. Wellde, Individually

GRANTOR SNAKE RIVER SPORTING CLUB LOT 1 LLC
GRANTEE SRSC LOTS LLC
Doc 0913172 bk 929 pg 652-652 Filed At 16:48 ON 09/12/16
Sherry L Daigle Teton County Clerk fees 12.00
By Mary D Antrobus Deputy

STATE OF New York)
) ss.
COUNTY OF New York)

The foregoing Warranty Deed was acknowledged before me by George W. Wellde, Jr. as Sole Member of Snake River Sporting Club Lot 1, LLC, a Wyoming limited liability company and as an individual and by Patricia A. Wellde, an individual, this 7th day of September 2016.

WITNESS my hand and official seal.

David S. Rothenberg
Notary Public, State of New York
No. 02R05040210
Qualified in New York County
My Commission Expires March. 06, 2018

Notary Public
My commission expires: 3/6/2018

RELEASED
INDEXED
ABSTRACTED
SCANNED

SPECIAL WARRANTY DEED

Snake River Sporting Club Development Company, LLC, a Delaware limited liability company qualified to conduct business in the State of Wyoming, GRANTOR, of Teton County, State of Wyoming, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEYS AND SPECIALLY WARRANTS in the manner set forth below to Snake River Sporting Partners, LLC a Wyoming limited liability company, GRANTEE, whose address is c/o Kavanagh, Maloney & Osnato, LLP, 415 Madison Avenue, New York, New York 10017, the following described real estate, situated in the County of Teton, State of Wyoming (the "Property"), hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lots 2, 4, 8, 31, 41 and 62 of the Snake River Sporting Club, Teton County, Wyoming, according to that plat recorded October 4, 2005 as Plat No. 1165, and Amendment to Plat recorded October 18, 2005 in Book 606 of Photo, page 36-37.

Lots 81, 84, and 85 of the Snake River Sporting Club Second Filing, Teton County, Wyoming, according to that plat recorded June 5, 2006 as Plat No. 1175.

State Parcel ID Nos.: 22-38-16-08-1-01-002
22-38-16-08-1-01-004
22-38-16-08-4-01-008
22-38-16-16-2-01-031
22-38-16-16-3-01-041
22-38-16-16-3-01-062
22-38-16-16-3-02-001
22-38-16-16-3-02-004
22-38-16-16-3-02-005

Grantor: SNAKE RIVER SPORTING CLUB'
Grantee: SNAKE RIVER SPORTING PARTNERS'
Doc 0705214 bk 667 pg 1004-1005 Filed at 1:47 on 06/21/07
Sherry L Daigle, Teton County Clerk fees: 11.00
By MICHELE E. FAIRHURST Deputy

First American Title Insurance Company

Together with all improvements and all other appurtenances and hereditaments thereunto belonging, subject, however, to taxes and all covenants, conditions, restrictions, easements, reservations, privileges, duties, responsibilities, rights and rights-of-way of sight and record, including without limitation the Snake River Sporting Club Community Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, dated August 29, 2005, as the same may from time to time be amended (the "Declaration"); and reserving unto Grantor all water rights; and reserving unto Canyon Club, Inc. all oil, gas, coal and other mineral rights owned by Canyon Club, Inc., but not including the right to disturb the surface of the Property.

Notice:

The Property is transferred on the condition that a transfer fee shall be payable to Teton County, Wyoming and to the Teton County Education

Foundation, a Wyoming non-profit corporation, in connection with each subsequent transfer of the Property in accordance with the provisions of the Declaration as in effect on October 4, 2005. The above-described covenant shall run with the land and shall be binding upon the owner of the Property and the successors and assigns.

As part of the consideration for this Deed, Grantee, having read the Declaration, hereby agrees, by its acceptance of this Deed and causing the same to be recorded, to be bound by all of the terms and conditions thereof and the Community Instruments, as defined therein, and to make reference thereto in each and every subsequent conveyance or encumbrance of the Property.

This conveyance is further subject to Grantor's right to repurchase the Property upon the terms and conditions provided in Section 6.19 of the Declaration.

Grantor warrants title, except as noted above, to Grantee against every person lawfully claiming through or under Grantor and no other.

WITNESS my hand this 19 day of June, 2007.

GRANTOR:

SNAKE RIVER SPORTING CLUB DEVELOPMENT COMPANY, LLC, a Delaware limited liability company

By: _____
Tom L. Miller, Assistant Treasurer

STATE OF Wyoming)
)ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me this 19th day of June, ~~2005~~ 2007, by Tom L. Miller, as the assistant treasurer of Snake River Sporting Club Development Company, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

JEREMY J. GOSINSKI - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires 10-30-2010

My Commission Expires:_____

RELEASED	
INDEXED	✓
ABSTRACTED	✓
SCANNED	

ASSIGNMENT OF DEVELOPMENT RIGHTS IN NORTH PARCEL FOR SNAKE RIVER SPORTING CLUB

This assignment of Development Rights (as that term is defined in Section 3.21 under the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of the Snake River Sporting Club Community dated August 29, 2005, recorded in Book 604, at Page 640, Document No. 0660931 (the "CC&Rs"), including but not limited to all rights related to the North Parcel defined in Section 3.32 of the CC&Rs as being a tract of approximately 195 acres zoned as Resort Planned Unit Development by Teton County, Wyoming), is given by Northlight Trust I, a Delaware statutory trust (the "Assignor") to Cygnus SRSC, LLC, a Georgia limited liability company ("Assignee"), whose address is 3060 Peachtree Road NW, Suite 1080, Atlanta, GA 30305.

Pursuant to a Decree of Foreclosure entered by the Teton County, Wyoming District Court in Civil Action No. 16242 and pursuant to claims by the Assignor in Civil Action No. 16541, Assignor contends it holds or may hold an interest in the Development Rights. Assignor and Assignee have resolved all disputes regarding the Development Rights.

For and in consideration of the payment of Ten Dollars and other good and valuable consideration, receipt of which is acknowledged, Assignor assigns to Cygnus SRSC, LLC, a Delaware limited liability company, its successors and assigns, all rights of Assignor in and to the Development Rights in and to the North Parcel under the CC&Rs.

Executed as of the 8th day of July, 2016.

ASSIGNOR:

NORTHLIGHT TRUST I, A DELAWARE STATUTORY TRUST

By: Northlight Special GPI LLC, its manager

By: _____

Its: Manager

Date: 7-8-2016

STATE OF New York)
) ss.
COUNTY OF Suffolk)

The foregoing instrument was acknowledged before me by Mark Hirschhorn, acting in his capacity as Manager of Northlight Special GPI LLC, manager of Northlight Trust I, a Delaware statutory trust, this 8th day of July 2016.

_____
Signature of notarial officer

My commission expires: May 1, 2018

LINDA BEYER
Notary Public, State of New York
No. 01BE6214885
Qualified in Suffolk County
Commission Expires May 1, 2018

GRANTOR: NORTHLIGHT TRUST I
GRANTEE: CYGNUS SRSC LLC
Doc 0908888 bk 924 pg 484-484 Filed At 16:30 ON 07/11/16
Sherry L. Daigle Teton County Clerk fees: 82.00
By Mary D Antrobus Deputy

RELEASED
INDEXED
ABSTRACTED
SCANNED

ASSIGNMENT OF DECLARANT RIGHTS FOR SNAKE RIVER SPORTING CLUB

This assignment of rights of the Declarant ("Declarant Rights") under the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of the Snake River Sporting Club Community dated August 29, 2005, recorded in Book 604, at Page 640, Document No. 0660931 (the "CC&Rs") is given by Northlight Trust I, a Delaware statutory trust (the "Assignor") to Cygnus SRSC, LLC, a Georgia limited liability company ("Assignee"), whose address is 3060 Peachtree Road NW, Suite 1080, Atlanta, GA 30305.

Pursuant to a Decree of Foreclosure entered by the Teton County, Wyoming District Court in Civil Action No. 16242 and pursuant to claims by the Assignor in Civil Action No. 16541, Assignor contends it holds or may hold an interest in the Declarant Rights. Assignor and Assignee have resolved their dispute regarding the Declarant Rights.

For and in consideration of the payment of Ten Dollars and other good and valuable consideration, receipt of which is acknowledged, Assignor assigns to Cygnus SRSC, LLC, a Delaware limited liability company, its successors and assigns, all rights of Assignor in and to the Declarant Rights under the CC&Rs.

Executed as of the 8th day of July, 2016.

ASSIGNOR:

NORTHLIGHT TRUST I, A DELAWARE STATUTORY TRUST

By: Northlight Special GPI LLC, its manager

By: _____
Its: Manager
Date: 8-8-2016

STATE OF New York)
) ss.
COUNTY OF Suffolk)

The foregoing instrument was acknowledged before me by Mark I. Hirsch acting in his capacity as Manager of Northlight Special GPI LLC, manager of Northlight Trust I, a Delaware statutory trust, this 8th day of July 2016.

_____
Signature of notarial officer

My commission expires: May 1, 2018

LINDA BEYER
Notary Public, State of New York
No. 01BE[illegible]
Qualified in Suffolk County
Commission Expires May 1, 2018

GRANTOR: NORTHLIGHT TRUST I
GRANTEE: CYGNUS SRSC LLC
Doc 0908890 bk 924 pg 488-488 Filed At 16:34 ON 07/11/16
Sherry L. Daigle Teton County Clerk fees: 82.00
By Mary D Antrobus Deputy

RELEASED	✓
INDEXED	✓
ABSTRACTED	
SCANNED	✓

QUITCLAIM DEED

Cygnus Opportunity I, LLC ("Grantor"), whose address is 50 Old Ivy Road, Suite 150, Atlanta, GA 30342, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, CONVEYS and QUITCLAIMS to SRSC Lots, LLC, a Georgia limited liability company ("Grantee"), whose address is 50 Old Ivy Road, Suite 150, Atlanta, GA 30342, the following described real estate and all improvements, appurtenances, tenements and hereditaments thereto, situated in Teton County, Wyoming (the "Property"):

> Lot 3 of Snake River Sporting Club, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on October 4, 2005 as Plat No. 1165, with a common address of 14170 South Wagon Road, Jackson, Wyoming.
>
> PIDN: 22-38-16-08-1-01-003

The Property is transferred on the condition that a transfer fee, if any is due, shall be payable to Teton County, Wyoming and to the Teton County Education Foundation, a Wyoming non-profit corporation, in connection with each subsequent transfer of the Property in accordance with the provisions of the Snake River Sporting Club Community Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, dated September 21, 2005. The above-described covenant shall run with the land and shall be binding upon the owner of the Property and its successors and assigns.

WITNESS our hand this 15th day of November, 2013.

Cygnus Opportunity I, LLC

By _____

Name: CHRISTOPHER SWANN

Title: MANAGING MEMBER

STATE OF Georgia)
) ss.
COUNTY OF Dekalb)

The foregoing instrument was acknowledged before me on the 19 day of November 2013 by Christopher Swann as Managing Member of Cygnus Opportunity I, LLC.

(Seal, if any)

MATTHEW E SHERMAN
NOTARY PUBLIC
DEKALB COUNTY
STATE OF GEORGIA
My Commission Expires Feb. 16, 2016

_____
Signature of notarial officer

Notary Public
Title of notarial officer

My commission expires: 2/16/16

GRANTOR: CYGNUS OPPORTUNITY I LLC
GRANTEE: SRSC LOTS LLC
Doc 0851015 bk 861 pg 983-983 Filed At 11:19 ON 01/06/14
Sherry L. Daigle Teton County Clerk fees: 12.00
By Mary D Antrobus Deputy

RELEASED	
INDEXED	✓
ABSTRACTED	✓
SCANNED	

QUITCLAIM DEED

SRSC Lots, LLC, a Georgia limited liability company ("Grantor"), whose address is 50 Old Ivy Road, Suite 150, Atlanta, GA 30342, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, CONVEYS and QUITCLAIMS to Cygnus Capital, Inc., a Wyoming corporation ("Grantee"), whose address is 50 Old Ivy Road, Suite 150, Atlanta, GA 30342, the following described real estate and all improvements, appurtenances, tenements and hereditaments thereto, situated in Teton County, Wyoming (the "Property"):

> Lots 5, 21, 22, 23, 25, 27, 28, 29, 32, 48, 52, 53, 54, 55, 56, 57, 58, 59, 60 and 61 of Snake River Sporting Club, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on October 4, 2005 as Plat No. 1165; and
>
> Lot 82 of Snake River Sporting Club Second Filing, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 5, 2006 as Plat No. 1175;

The Property is transferred on the condition that a transfer fee, if any is due, shall be payable to Teton County, Wyoming and to the Teton County Education Foundation, a Wyoming non-profit corporation, in connection with each subsequent transfer of the Property in accordance with the provisions of the Snake River Sporting Club Community Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, dated September 21, 2005. The above-described covenant shall run with the land and shall be binding upon the owner of the Property and its successors and assigns.

WITNESS our hand this 24 day of October, 2013.

SRSC Lots, LLC, a Georgia limited liability company

By _____
Name: Andy Cummings
Title: President

STATE OF GA)
) ss.
COUNTY OF Dekalb)

The foregoing instrument was acknowledged before me on the 24 day of October 2013 by Andy Cummings as President of SRSC Lots, LLC.

(Seal, if any)

_____
Signature of notarial officer

Notary Public
Title of notarial officer

My commission expires: 2/16/16

MATTHEW E SHERMAN
NOTARY PUBLIC
DEKALB COUNTY
STATE OF GEORGIA
My Commission Expires Feb. 16, 2016

GRANTOR: SRSC LOTS LLC
GRANTEE: CYGNUS CAPITAL INC
Doc 0847446 bk 857 pg 713-713 Filed At 14:29 ON 10/31/13
Sherry L. Daigle Teton County Clerk fees: 23.00
By Mary D Antrobus Deputy

JHTE
JACKSON HOLE TITLE & ESCROW
307.733.3153

GENERAL WARRANTY DEED

This GENERAL WARRANTY DEED is made this 2nd_ day of February, 2015, by and between CL Bar Properties, Inc., a Wyoming corporation ("Grantor"), whose address is 1301 A Street, Ste. 900, P.O. Box 1872, Tacoma, WA 98402 and SRSC Lots, LLC, a Georgia limited liability company ("Grantee"), whose address is 3060 Peachtree Road NW, Suite 1080, Atlanta, GA 30305.

Grantor, for and in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby CONVEYS, WARRANTS AND ASSIGNS to Grantee, its successors and assigns the real property located in Teton County, Wyoming described as follows:

> Lot 6 of Snake River Sporting Club, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on October 4, 2005 as Plat No. 1165 (the "Seller Land"), together with (i) all improvements and interests appurtenant to the Seller Land; (ii) all easements and rights benefitting or appurtenant to the Seller Land; and (iii) all rights and appurtenances pertaining to the foregoing, if any, including any right, title and interest of Seller, if any, in and to adjacent rights-of-way (collectively, the "Property").
> PIDN Number: 22-38-16-08-1-01-006

The Property is subject only to general taxes for the year 2015 (but not prior years) and homeowners association assessments, building and zoning regulations, city county and state subdivision and zoning laws, and subject to the easements, restrictive covenants, and, reservations of record which are described in Exhibit A attached hereto and incorporated herein.

To have and to hold the Property, together with all and singular the rights, members, and appurtenances thereof to the same belonging or in anywise appertaining to the use, benefit, and behalf of the Grantee, its successors and assigns forever in fee simple.

The Property is transferred on the condition that a transfer fee shall be payable to Teton County, Wyoming and to the Teton County Education Foundation, a Wyoming non-profit corporation, in connection with each subsequent transfer of the Property in accordance with the provisions of the Snake River Sporting Club Community Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, dated September 21, 2005. The above-described covenant shall run with the land and shall be binding upon the owner of the Property and its successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed on the date set forth above.

GRANTOR: CL BAR PROPERTIES INC
GRANTEE: SRSC LOTS LLC
Doc 0874917 bk 886 pg 1107-1108 Filed At 16:21 ON 02/02/15
Sherry L. Daigle Teton County Clerk fees: 15.00
By Mary Smith Deputy

Released	
Indexed	✓
Abstracted	
Scanned	

GRANTOR:

CL Bar Properties, Inc.,
a Wyoming corporation

By: [redacted]
Name: [redacted]
Title: [redacted]

STATE OF Connecticut)
) ss.
COUNTY OF Fairfield)

The foregoing instrument was acknowledged before me by CHRISTIAN HAUB, as PRESIDENT of CL Bar Properties, Inc., a Wyoming corporation, this 28th day of January, 2015.

Witness my hand and official seal.

(Seal, if any)

Signature of notarial officer

Customer Service Rep II
Title of notarial officer

My commission expires:

S MONICA MALHOTRA
Notary Public
Connecticut
My Commission Expires Nov 30, 2017

Exhibit A
Exceptions

Covenants, conditions, restrictions, reservations, easements, including but not limited to 60 foot utility easement, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) 1165 and Map Numbers T-458A, T-458B and T458C, records of Teton County, Wyoming.

Easement and right-of-way from Ellsworth G. and Georgia A. Crall to U. S. of America, which contains a reverter clause appearing of record in Book 4 of Deeds, Page 286, records of Teton County, Wyoming.

Easement and right-of-way from Ray Ely to U. S. of America, which contains a reverter clause appearing of record in Book 4 of Deeds, Page 288, records of Teton County, Wyoming.

Right of Deed from George Lamb to U.S. of America appearing of record in Book 4 of Deeds, Page 289, records of Teton County, Wyoming.

Memorandum of Agreement Affecting Real Property between Canyon Club, Inc. and Jackson Hole Land Trust appearing of record in Book 496 of Photo, Pages 550-552, records of Teton County, Wyoming.

The terms and conditions of that Conservation Easement appearing of record in Book 496 of Photo, Pages 489-548, records of Teton County, Wyoming.

Occupancy Deed Restriction and Agreement for Accessory Residential Units Where Use Is Primarily Nonresidential Approved Pursuant To Section 2370 (Accessory Residential Units) of the Teton County Land Development Regulations appearing of record in Book 587 of Photo, Pages 1072-1081, records of Teton County, Wyoming.

Snake River Sporting Club Community Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, which includes, but is not limited to, a Housing Transfer Fee, and a Right of First Refusal, appearing of record in Book 604 of Photo, Pages 640-713; First Amendment in Book 651 of Photo, Pages 341-344, records of Teton County, Wyoming; and Assignment of Declarant Rights and Waiver of First Refusal in Book 835 of Photo, Page 847, records of Teton County, Wyoming.

Affordable Housing Agreement appearing of record in Book 604 of Photo, Pages 714-727, records of Teton County, Wyoming and Affidavit Regarding Partial Satisfaction of Terms of Affordable Housing Agreement appearing of record in Book 861 of Photo, Pages 1023-1024, records of Teton County, Wyoming.

Amended Certificate of Owner For Plat No. 1165 appearing of record in Book 606 of Photo, Pages 36-37, records of Teton County, Wyoming.

Grant of Perpetual Right To Use Access and Utility Easement appearing of record in Book 628 of Photo, Pages 532-534, records of Teton County, Wyoming.

Open Space Easement appearing of record in Book 629 of Photo, Pages 67-110, records of Teton County, Wyoming.

Assignment of Development Rights and Assignment of Rights Reserved in Teton County Plats 1030 and 1031 appearing of record in Book 848 of Photo, Pages 612-616, records of Teton County, Wyoming.

Agreement among Snake River Sporting Club Owners Association, Inc., SRS Club, LLC and Northlight Trust I appearing of record in Book 866 of Photo, Pages 703-711, records of Teton County, Wyoming.

The terms, conditions, provisions and limitations of that unrecorded U.S. Department of Agriculture Forest Service Forest Road Special Use Permit in favor of Snake River Sporting Club Owners Association dated September 13, 2013, Auth ID 1AC474401.

RELEASED	
INDEXED	✓
ABSTRACTED	
SCANNED	

JHTE
JACKSON HOLE TITLE & ESCROW
307.733.3153

QUITCLAIM DEED

Cygnus Capital, Inc., a Wyoming corporation ("Grantor"), whose address is 3060 Peachtree Rd. NW, Ste. 1080, Atlanta, GA 30305, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, CONVEYS AND QUITCLAIMS to SRS Club, LLC, a Georgia limited liability company ("Grantee"), whose address is 3060 Peachtree Rd. NW, Ste. 1080, Atlanta, GA 30305, the following described real estate, situated in Teton County, Wyoming:

Lots 47, 63, 69, 77, 78, 79 and 80 of Snake River Sporting Club, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on October 4, 2005 as Plat No. 1165;

and Lots 94, 95, 96, 97, 98, 99 and 102 of Snake River Sporting Club Third Filing, according to that plat recorded in the Office of the Teton County Clerk on April 10, 2007 as Plat No. 1195

Released	
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Abstracted	✓
Scanned	

(collectively, the "Land"),

together with:

(i) all buildings and improvements constructed or located on the Land (the "Buildings");

(ii) all easements and rights benefitting or appurtenant to the Land, including but not limited to the following:

(a) A non-exclusive easement for vehicular ingress and egress as set forth in that Access and Utility Easement appearing of record in Book 535 of Photo, Pages 514-517, records of Teton County, Wyoming, and subject to all the terms and conditions contained therein;

(b) A non-exclusive easement for access across Lot 19 of Snake River Canyon Ranch, The River Homes, Teton County, Wyoming, as set forth on that plat recorded in the Office of the Teton County Clerk on September 18, 2001 as Plat Number 1030, and subject to all the terms and conditions contained therein;

(c) A non-exclusive easement for vehicular ingress and egress as set forth in that Access and Utility Easement appearing of record in Book 428 of Photo, Pages 368-370, records of Teton County, Wyoming, and subject to all the terms and conditions contained therein;

GRANTOR: CYGNUS CAPITAL INC
GRANTEE: SRS CLUB LLC
Doc 0873985 bk 885 pg 1079-1081 Filed At 16:36 ON 01/14/15
Sherry L. Daigle Teton County Clerk fees: 22.00
By Mary Smith Deputy

(d) A non-exclusive easement for access across Lot 28 of Snake River Canyon Ranch, The Ranch Homes, Teton County, Wyoming, as set forth on that plat recorded in the Office of the Teton County Clerk on September 18, 2001 as Plat Number 1031, and subject to all the terms and conditions contained therein;

(e) A non-exclusive easement for vehicular ingress and egress as set forth in that Access and Utility Easement appearing of record in Book 535 of Photo, Pages 518-523 and in Book 535 of Photo, Pages 524-531, records of Teton County, Wyoming, and subject to all the terms and conditions contained therein;

(f) A non-exclusive easement for access across Lots 70, 72 and 74 of Snake River Sporting Club, Teton County, Wyoming, as set forth on that plat recorded in the Office of the Teton County Clerk on October 4, 2005 as Plat Number 1165 and subject to all the terms and conditions contained therein; and

(g) A non-exclusive easement for access across Lots 93, 100 and 101 of Snake River Sporting Club Third Filing, Teton County, Wyoming, as set forth on that plat recorded in the Office of the Teton County Clerk on April 10, 2007 as Plat Number 1195 and subject to all the terms and conditions contained therein;

(iii) all rights and appurtenances pertaining to the foregoing, including any right, title and interest in and to adjacent rights-of-way;

(iv) all Leases (the "Leases") affecting the Land and the Buildings; and

(v) all appliances, fixtures, equipment, machinery, furniture, carpet, drapes and other personal property located on or about the Land and the Buildings, including but not limited to fences, gates, lighting, electrical and plumbing fixtures, heating systems and fixtures, heating stoves, fireplaces and fireplace inserts, outdoor plants, air conditioning equipment, built-in appliances, floor coverings, storm windows and doors, screens, curtain and drapery rods, garage door openers and controls, smoke and fire detection devices, television antennas, mirrors, awnings, water softeners, water pumps, water filters and other water treatment equipment, and the refrigerator, all appliances in the Buildings, and all attached floor and window coverings in the Buildings.

(collectively, the Land, Buildings, Leases and other described property being described as the "Property");

subject to all taxes and all covenants, conditions, and restrictions and all easements, encumbrances and other matters of record.

The Property is transferred on the condition that a transfer fee shall be payable to Teton County, Wyoming and to the Teton County Education Foundation, a Wyoming non-profit corporation, in connection with each subsequent transfer of the Property in accordance with the provisions of the Snake River Sporting Club Community Amended and Restated Master Declaration of Covenants, Conditions and Restrictions, dated September 21, 2005. The above-described covenant shall run with the land and shall be binding upon the owner of the Property and its successors and assigns.

WITNESS our hand this 15th day of December, 2014.

CYGNUS CAPITAL, INC.

By _____
Name CHRISTOPHER SWANN
Title President

STATE OF Georgia)
) ss.
COUNTY OF Dekalb)

The foregoing instrument was acknowledged before me on the 15 day of Dec 2014 by Christopher Swann, as President of Cygnus Capital, Inc.

(Seal, if any)

_____
Signature of notarial officer

Notary Public
Title of notarial officer

My commission expires: 2/16/16

MATTHEW E SHERMAN
NOTARY PUBLIC
DEKALB COUNTY
STATE OF GEORGIA
My Commission Expires Feb. 16, 2016

ATTACHMENT 3 AMD2016-0009 APPLICATION MATERIALS

RECEIVED
SEP 26 2016
TETON COUNTY
PLANNING OFFICE

TETON COUNTY WYOMING

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

For Office Use Only

Fees Paid_____

Check # _____ Credit Card_____ Cash_____

Application #s AMD2016-0009 _____ _____

PROJECT.

Name/Description: Snake River Sporting Club - Area III

Physical Address: 14110 S WAGON ROAD

Lot, Subdivision: LOT 1, SNAKE RIVER SPORTING CLUB PIDN: 22-38-16-08-1-01-001

OWNER.

Name: SRS CLUB, LLC Phone:

Mailing Address: 3060 PEACHTREE ROAD NW, SUITE 1080 ZIP: 30305

E-mail: jheilbrun@sportingclub.com

APPLICANT/AGENT.

Name: Brendan Schulte with Jorgensen Associates, PC Phone: (307) 733-5150

Mailing Address: P.O. Box 9550/Jackson, WY ZIP: 83001

E-mail: bschulte@jorgensenassociates.com

DESIGNATED PRIMARY CONTACT.

☐ Owner ☑ Applicant/Agent

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

PRE-SUBMITTAL STEPS. *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department.* ***If this application is amending a previous approval, indicate the original permit number.***

Pre-application Conference #: PAP2016-0088 Environmental Analysis #: EVA2014-0010

Original Permit #: _____ Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. *One copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department. The initial application submittal may occur electronically, but one hard copy of all materials is required for an application to be found sufficient. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant.*

Have you attached the following?

- [x] **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.
- [ ] **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.
- [x] **Response to Submittal Checklist.** All applications require response to applicable review standards. These standards are outlined on the Submittal Checklists for each application type. If a pre-application conference is held, the Submittal Checklists will be provided at the conference. If no pre-application conference is required, please see the Administrative Manual for the applicable Checklists. The checklist is intended as a reference to assist you in submitting a sufficient application; submitting a copy of the checklist itself is not required.

FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Signature of Owner or Authorized Applicant/Agent — Date: 9/21/2016

Christopher Swann — Name Printed

Owner — Title

Application Submittal Checklist for an
LDR TEXT AMENDMENT (AMD)
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

APPLICABILITY. *This checklist should be used when submitting an application for an **LDR Text Amendment**. The purpose of an LDR Text Amendment is to publicly review a change to the LDRs to ensure that it improves implementation of the Jackson/Teton County Comprehensive Plan.*

When is an LDR Text Amendment application required?
An LDR text amendment application is needed for any proposal that involves changes to the language in the LDRs.

Do I need a Pre-Application Conference first?
A Pre-Application Conference is not required prior to submittal, but an applicant may request a pre-application meeting to discuss the requirements and applicable regulations with Planning Staff. This is encouraged for applicants who are unfamiliar with the regulations and the planning process. If a Pre-Application Conference is held, this checklist may be modified by staff to reflect the specifics of your project.

POSTED NOTICE. *The applicant is responsible for posting and maintaining a notice of the public hearing on the land subject to the application. The posted notice shall meet the following standards.*

- **Content.** The posted notice shall contain the notice content required by Subsection 1 above, except the description of the location of the land subject to the application. A template is available in the Administrative Manual.
- **Timing.** The notice shall be posted for at least 10 days prior to the hearing, and shall be removed within 5 days following the hearing.
- **Size.** The notice shall be 4 ft by 4 ft.
- **Location and Legibility.** A notice shall be placed along each front lot line so as to be legible from each access point to the site. The notice may be mounted to a building. If the notice is freestanding, it should be set back 2 ft from any lot line or access easement.
- **Materials.** The notice shall meet the materials standards of Div. 5.6. and shall not be lighted.

FINDINGS FOR APPROVAL. *The application shall include a narrative statement addressing each of the applicable Findings, found in **Section 8.7.1, LDR Text Amendment.***

The advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Board of County Commissioners and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Board of County Commissioners shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;
2. Improves the consistency of the LDRs with other provisions of the LDRs;
3. Provides flexibility for landowners within standards that clearly define desired character;
4. Is necessary to address changing conditions, public necessity, and/or state or federal legislation;
5. Improves implementation of the Comprehensive Plan; and
6. Is consistent with other adopted County Resolutions.

SUBMITTAL REQUIREMENTS.

✓ **Narrative description of the objective.** Briefly describe the purpose or objective of the proposed amendment.
✓ **Existing Text to be Amended.** If the proposed amendment is to existing text within the LDRs, please identify the relevant Article, Section, or Subsection.
✓ **Proposed Amendment.** A narrative description or proposal for the amendment content and structure. Chapters, articles,

or specific text language is not required, but is helpful in review.

_____**Neighborhood Meeting Summary (optional).** If a neighborhood meeting is held, the applicant may submit a summary of comments or questions received and the applicant's response.

JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

September 26, 2016

Mr. Hamilton Smith
Teton County Planning Dept.
P.O. Box 1727
200 South Willow St.
Jackson, WY 83001

-Hand Delivered-

RE: 1st AMENDMENT to the Amended and Complete Restatement of Entitlements, Standards and Conditions for the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort

Dear Mr. Smith,

Enclosed you will find the necessary materials for a the 1st amendment to the Amended and Complete Restatement of Entitlements, Standards and Conditions for the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort (SRCRRMP) we are submitting on behalf of SRS Club, LLC. The nature of the proposed amendment to the SRCRRMP is to incorporate Lot 1 (PID: 22-38-16-08-1-01-001) of Plat No. 1165 into Sub Area III. As a result, Lot 1, its one Development Unit, and 8,500 Square Feet will be incorporated into Sub Area III. This will increase the total Development Units in Area III from 62 to 63 units, and will increase the Square Footage from 210,000 s.f. to 218,500 s.f.

Included with this transmittal you will find the following:

- Text Amendment Checklist and Application
- Check for $1,500
- Conceptual Site plan
- Excerpt 4-41 of the Teton County LDRs

Pursuant to Section 1.5.B.1. of the SRCRRMP, the amendment shall be reviewed and acted upon pursuant to the procedures set forth in the 8.2.13.D. of the LDRs.

Please call me if you have any question, or if you require any additional information at this time.

Sincerely,

JORGENSEN ASSOCIATES, P.C.

Ron Levy
Associate Planner

2. Area II—Snake River Canyon Ranch Lodging Area

   a. **Area Description.** Area II—Snake River Canyon Ranch Lodging Area consists of seven properties totaling 88 acres, as identified on the Master Site Plan included in the Snake River Canyon Ranch Resort Master Plan.

   b. Additional Character Objectives

      i. Small-scale western character styled buildings in a rural setting; and

      ii. Identification of the Snake River Sporting Club golf course and recreational facilities as additional amenities for resort residents and guests.

   c. Size

      i. **Lodging.** A maximum of seven detached single-family residences are allocated to Area II, all of which shall be available for short-term rental.

      ii. **Buildings.** Each of the units in Area II shall be limited to a total of 10,000 square feet of floor area, 8,000 square feet of which may be habitable space.

   d. **Transfer.** A maximum of seven units allocated to Area II may be relocated within Area III.

3. Area III—Snake River Sporting Club Lodging Area

   a. **Area Description.** Area III—~~Snake River~~ Sporting Club Lodging Area consists of ~~18.5 acres~~ 20.04 acres, as identified on the Master Site Plan included in the Snake River Canyon Ranch Resort Master Plan.

   b. Additional Character Objectives

      i. Clustered, small-scale, western-character styled buildings; and

      ii. Ancillary resort-supporting commercial lodging reflective of the desired rural community character of Subarea 8.3: Canyon Corridor identified in the Teton County Comprehensive Plan.

   c. Size

      i. **Lodging.** All maximum of ~~62~~ 63 attached or detached single-family units are permitted in Area III, all of which shall be available for short-term rental.

      ii. **Buildings.** No more than ~~210,000~~ 218,500 square feet of floor area may be developed in Area III.

   d. **Transfer.** A maximum of seven units allocated to Area II may be relocated within Area III. The maximum number of units within Area III, including any units transferred from Area II, shall not exceed 69 total units.