



## Board of County Commissioners - Staff Report

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

**Agent:** Jorgensen Associates

**Applicant:** Crystal Springs Ranch, Inc.

**Property Owner:** Crystal Springs Ranch, Inc.

**Presenter:** Susan Johnson

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### REQUESTED ACTION

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

### BACKGROUND/DESCRIPTION

#### *HISTORY*

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

This item was brought before the Board on October 18, 2016. Removal of the snow storage easement from Lot 16 was accomplished at the October 18<sup>th</sup> hearing. The applicant requested continuation to November 15, 2016 regarding the partial vacation of the note on the plat limiting the use on Lot 15 to Institutional Non-Profit Office Use. During the October 18<sup>th</sup> hearing several members of the public spoke about their concerns toward removal of the note on the plat. There was discussion as to whether or not the other owners in the subdivision are affected by the proposed change to the plat. Both Section 8.2.13.C of the Land Development Regulations (LDRs) and Wyoming Statute §34-12-108 require that *the partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat.*

#### *PROJECT DESCRIPTION*

The applicant proposes to remove a note from the plat restricting the use of Lot 15 as an "INSTITUTIONAL NON-PROFIT OFFICE USE LOT."

#### *LOCATION*

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

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

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

**Site Size:** Lot 15: 0.26 acres

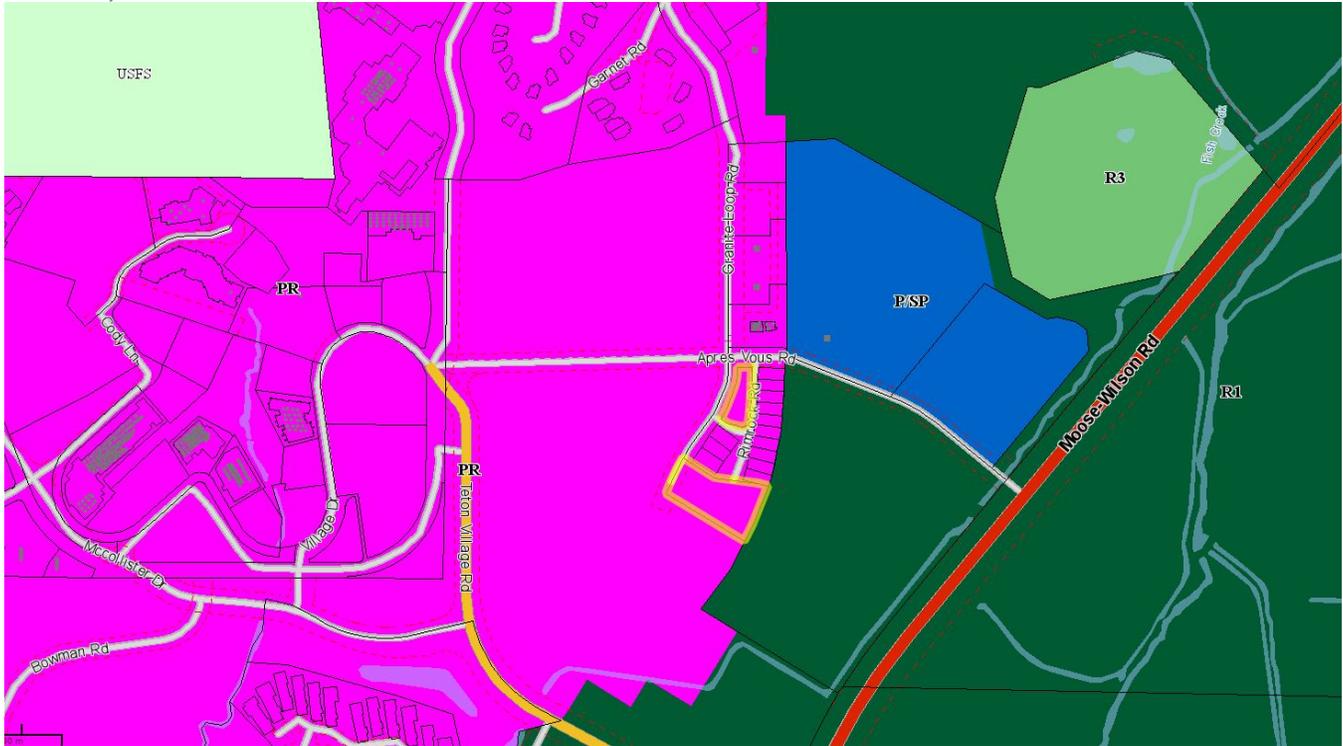
**Character District:** 13: Teton Village

**Subarea:** 13.1: Commercial Core

**Zone:** Planned Resort (PR)

**Overlay:** Scenic Resources Overlay (SRO)

*ZONING/VICINITY MAP*



*SITE MAP*



***EXISTING AND DESIRED CHARACTER***

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

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

## **STAFF ANALYSIS**

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

### ***KEY ISSUE: DOES THE PROPOSED PARTIAL VACATION ABRIDGE OR DESTROY THE RIGHTS AND PRIVILEGES OF OTHER PROPRIETORS IN THE PLAT?***

At their October 18, 2016 hearing, some of the neighbors who live in the Homesteads at Teton Village expressed that their expectation when they purchased their property in the Homesteads was that the use of Lot 15 would be limited to the Institutional Non-Profit Use of the Grand Teton Music Festival offices. They understood that the use meant it was a largely Monday through Friday 8:00 to 5:00 use. Since that project fell through, the owners of Lot 15 would like to allow other uses on Lot 15 that are permitted in the Master Plan, such as a sheriff sub-station and employee housing. The applicant has also mentioned a commercial use, such as a coffee shop; however, commercial uses are not currently permitted on Lot 15 per the Master Plan. If any commercial use is proposed, an amendment to the Area 2 Master Plan *Exhibit VIII-3, Program Plan by Parcels*, is required.

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

Wyoming Statute §34-12-108 and LDR Section 8.2.13.C, Subdivision Plat Amendment, require that *the partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat*. It is a decision of the Board of County Commissioners to determine if the rights and privileges of other proprietors in the plat are abridged or destroyed. After the October 18, 2016 Board hearing, Planning Staff received additional information from both the applicant's attorney (Wylie Baker LLP) and Deputy County Attorney Erin Weisman regarding compliance with W.S. §34-12-108 and LDR Section 8.2.13.C, which is attached for the Board's consideration.

## **APPLICABLE REGULATIONS**

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

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

## **STAKEHOLDER ANALYSIS**

### **PUBLIC COMMENT**

Notice of this hearing was distributed to property owners within 800 feet of the site on September 15, 2016 and posted on the site on October 7, 2016. As of the publishing of this report four comments have been received (one since the last public hearing, which is attached).

## LEGAL REVIEW

Weisman

## DEPARTMENT REVIEW

Mary Smith, County Clerk's Office

## RECOMMENDATIONS

### *PLANNING DIRECTOR RECOMMENDATION*

The Planning Director recommends **APPROVAL** of **S/D2016-0007**, Partial Vacation of the Homesteads at Teton Village Plat, to remove a note restricting use on Lot 15, with no conditions, based on the findings recommended below.

### *RECOMMENDED FINDINGS*

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

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

**Complies.** The approved development plan (DEV2011-0017) for Parcel J Phase 1 included 13 townhomes, with Lot 15 reserved for future development of Parcel J Phase Two and Lot 16 reserved for future development of Parcel J Phase Three. Parcel J Phase Two, GTMF offices, was approved as a separate development plan (DEV2011-0019), which expired in 2013.

2. Complies with the standards of this Section;

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

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

**Not applicable.**

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

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

## ATTACHMENTS

- Applicable LDR and Resolution Review Checklist
- Correspondence from Deputy County Attorney and applicant's attorney
- Public Comment received since October 18, 2016 (one comment)
- Application, including Affidavit of Partial Vacation

## SUGGESTED MOTION

I move to **APPROVE S/D2016-0007**, Partial Vacation of The Homesteads at Teton Village, to remove a note restricting use on Lot 15, with no conditions, being able to make the findings of Section 8.5.3 and finding that the standards of Section 8.2.13.C have been met, as recommended by the Planning Director.

ATTACHMENT 1: APPLICABLE REGULATIONS

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

**Exhibit VIII-3: Program Plan by Parcels**

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

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

**Teton County Land Development Regulations**

**Section 8.2.13.C, Subdivision Plat Amendment.**

5. **Partial Vacation Without Replat.** Vacation of one or more building envelopes, notes, a lot line for the purpose of combining one or more lots, or a private road or utility easement does not require a new plat provided the following additional standards are met.

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

- i. Acknowledgment by all parties affected by the vacation; and
- ii. Acknowledgment by the Board of County Commissioners.

**Complies.** The applicant has provided an instrument, reviewed by the County Attorney, to be filed with the County Clerk if the Board approves the vacation of the INSTITUTIONAL NON-PROFIT OFFICE SPACE language. The instrument includes acknowledgements from owner Crystal Springs Ranch Inc., as well as the Board of County Commissioners stating that the partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat.

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

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

OFFICE OF THE  
COUNTY AND PROSECUTING ATTORNEY  
TETON COUNTY, WYOMING

STEPHEN E. WEICHMAN, COUNTY AND PROSECUTING ATTORNEY

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MEMORANDUM – PUBLIC DOCUMENT

To: Susan Johnson, Teton County Planning and Development Department  
From: Erin E. Weisman, Deputy County Attorney  
Date: November 7, 2016  
Re: S/D2016-0007 - Partial Vacation of The Homesteads at Teton Village

Question:

**Whether one's rights and privileges are abridged or destroyed in a partial vacation of plat?**

Background:

On October 18, 2016, the Board of County Commissioners ("Board") considered the Crystal Springs Ranch Inc.'s ("CSR") application for partial vacation of a plat on two separate matters: a snow storage easement and a restrictive note on Lot 15 of The Homesteads at Teton Village plat. The former was approved by the Board; however, the matter of the partial vacation of plat note was postponed to the Board's regular meeting on November 15, 2016.

In response to concerns raised at the Board's meeting regarding the statutory requirements of W.S. §34-12-108, as it relates to the proposed partial vacation of the plat which would vacate and remove the note on the plat, Wylie Baker LLP, who represents CSR in this matter, provided a memorandum dated November 1, 2016, to the County Attorney's Office, which was forwarded to the Planning Department.

Rule:

**§ 34-12-108. Vacation; partial vacation; when permitted.**

**Any part of a plat may be vacated under the provisions, and subject to the conditions of this act [§§ 34-12-101 through 34-12-104, 34-12-106 through 34-12-115]; provided, such vacating does not abridge or destroy any of the rights and privileges of other proprietors in said plat; and provided, further, that nothing contained in this section shall authorize the closing or obstruction of any public highways laid out according to law.**

Section 8.2.13.C.5. of the Teton County Land Development Regulations

Carnahan v. Lewis, 273 P.3d 1065 (Wyo. 2012).

Ahearn v. Town of Wheatland, 39 P.3d 409 (Wyo. 2002).

Application:

Section 8.2.13.C.5. of the Teton County Land Development Regulations complies with and mirrors Wyoming Statute §34-12-108. The key element in a partial vacation is to ensure that, “such vacating does not abridge or destroy any of the rights and privileges of other proprietors in said plat.” W.S. §34-12-108.

The Wyoming Legislature provides that “words and phrases shall be taken in their ordinary and usual sense” - the plain language of the statute applies. W.S. §8-1-103(a)(i). The partial vacation statute is not ambiguous, and therefore the plain meaning of the words of the statute apply.

Two Wyoming Supreme Court cases have addressed the partial vacation statute, Ahearn and Carnahan. The Carnahan case provides some relevant guidance as to when a right or privilege is abridged or destroyed in a partial vacation.

The Court in Carnahan held that a public easement on a plat was a protected right and privilege. In that case, Carnahan erected a fence and a gate over a public easement that crossed his property. In addition, and without the consent of the other plat owners affected, Carnahan recorded an affidavit vacating the portion of the easement on his property. The neighbors who were affected and who used the public easement sued. The Court found that a unilateral attempt to partially vacate a public easement was not valid and had no legal effect, when the rights and privileges of others in the subdivision plat were in fact abridged or destroyed, citing to W.S. §34-12-108. Id. at 1078.

Like the Carnahan case, CSR seeks a partial vacation of a plat. Wylie Baker LLC's memorandum and CSR's position is similar to the facts of the Carnahan case, in that it comes close to suggesting the Board's inability to "enforce" the note on the plat and submits that because CSR was the only beneficiary of the note on Lot 15, CSR is absolved from the need or requirement to get anyone's consent or approval. This proposition appears contrary to the Carnahan case and possibly in violation of W.S. §34-12-108.

In Carnahan, the Wyoming Supreme Court made it clear that an affidavit to vacate has no legal effect when it violates the statutory requirements of W.S. §34-12-108. The Board of County Commissioners must approve a plat vacation, and the crux of that approval is to confirm that no one else's rights or privileges are abridged or destroyed – reduced, diminished or curtailed. When it is found that other owners are indeed affected, then the consent and signatures of those owners must first be obtained before the plat is vacated.

Because CSR is applying for a partial vacation of plat, the Ahearn case does not apply. In Ahearn, the Wyoming Supreme Court determined that W.S. §34-12-108 did not apply for a replat of a subdivision of land, because a replat was not a partial vacation. Therefore, Ahearn has little if any applicability to the facts at hand.

Wylie Baker LLC's Memorandum also focused on the question of when one has "standing" to challenge a vacation of a plat. Standing is not the relevant legal issue at this juncture, one's rights and privileges being abridged or destroyed in a partial vacation is the issue which requires the Board's attention and decision.

The decision to approve a partial vacation is within the sole discretion of the Board of County Commissioners. The Board acts in an important quasi-judicial role as a gatekeeper for all persons who may be affected by a partial vacation of plat. The Board does not enforce plats, the notes or easements on plats, but is tasked with the statutory responsibilities of approving plats and any changes to plats. The reason being that a board of county commissioners is best suited to monitor and protect the proprietors of a plat, who are the owners within the plat, from amendments that might adversely affect one's rights, rights and privileges which were in place and written on the plat when the plat was approved by the Board of County Commissioners and thereafter recorded.

The Wyoming Legislature assigned and conferred oversight of the platting process, approval, and vacations to the county commissioners. The Teton County Land Development Regulations correctly reflect and restate the statutory requirements for partial vacations of a plat in Section 8.2.13.C.5. Ultimately, a decision to vacate a portion of the plat, which includes a note on the plat, is a policy decision that lies with the Board.

Conclusion

The Board of County Commissioners has several options, which include approval the partial vacation of plat, finding that no one's rights and privileged are being abridged or destroyed with the removal of the note on the plat. Or, alternatively the Board may decide not to approve the partial vacation based upon its finding that certain rights and privileges are potentially abridged or destroyed as a result of the partial vacation of the note on the plat, and therefore could require CSR to obtain the consent and signatures of all owners/proprietors whose rights and privileges may be abridged or destroyed by the proposed partial vacation of the note on Lot 15.

Whether one's rights and privileges are abridged or destroyed in a partial vacation of plat is grounded in Wyoming law and Teton County regulations –W.S. §34-12-108 and Section 8.2.13.C.5. of the Teton County Land Development Regulations, and ultimately is a policy decision of the Board of County Commissioners.

**MEMORANDUM**

To: Keith Gingery and Erin Weisman  
Teton County Attorneys Office  
From: Wylie Baker LLP  
Date: November 1, 2016  
Subject: Partial Vacation of Plat – Lot 15 of the Homesteads at Teton Village, Plat No. 1323

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**Summary**

This memorandum first establishes that the neighboring lot owners to Lot 15 do not have standing to require their consent to a partial plat vacation under the LDRs because the use restriction on Lot 15 does not rise to the level of a right or privilege belonging to the neighboring lot owners. Furthermore, the neighbors do not have standing to challenge the partial plat vacation as a zoning change because the removal of the note does not change the zoning, increase the density, or otherwise raise a number of perceptible harms for the neighboring property owners.

This memorandum also provides that the note on Lot 15, by itself, cannot legally restrict the use of Lot 15 to only nonprofit institutional use. This is because at no time was the use restriction on Lot 15 for the benefit of the neighboring lot owners, and Wyoming case law dictates that the purpose of the restrictive covenant be taken into account when interpreting language on a plat. As evidenced by the intention of Crystal Springs Ranch as grantor/declarant of the use restriction at issue, the purpose of the restrictive covenant was to restrict the use of Lot 15 for the benefit of Crystal Springs Ranch and Four Shadows LLC, not for the benefit of the neighbors. The note on Lot 15 does not include the words “only,” “restricted to,” or “to be utilized” and without those limiting words the note has no meaning other than to reference the private party restriction. A Wyoming court would have the following additional items set forth within the four corners of the plat to clarify the intention of the note as being a reference to a private party restriction – (i) the Certificate of Owner on the Plat provides “Lot 15 of the foregoing subdivision is SUBJECT TO that certain Restrictive Covenant in Favor of Four Shadows LLC and Crystal Springs Ranch Inc. to be recorded in said Office the same date as this Plat”; and (ii) the General Notes on the plat which state: “Lot 15 is reserved for future development in accordance with the Master Plan for the Area Two Planned Unit Development of Teton Village Planned Unit Development District for Planned Resort”.

The final issue addressed by this memorandum is regarding the County’s authority to enforce a note on a plat. If the note is not vacated from the Plat and Crystal Springs Ranch later proceeds with an application for a final development plan on Lot 15 that complies with the underlying zoning for Lot 15, the County does not have authority under Wyoming law to legally enforce the

note on Lot 15 or to add any condition to a development permit that requires compliance with the note on Lot 15.

**Issue One – Does a neighboring property owner have standing to challenge the vacation of a note on a platted lot regarding the use of such lot, when the purpose of the note was to reference a private party restrictive covenant that was subsequently vacated?**

1. Standing.

A. *Generally.* Standing is a legal concept designed to determine whether a party is sufficiently affected to insure that a court is presented with a justiciable controversy.<sup>1</sup> A litigant is said to have standing when he or she has a “personal stake in the outcome of the controversy.” This personal stake requirement has been described in Wyoming as a “tangible interest” at stake. The tangible interest requirement guarantees that a litigant is sufficiently interested in a case to present a justiciable controversy.”<sup>2</sup>

B. *Standing of Neighbors in Context of Plat Vacation.* Section 34-12-108 of the Wyoming Statutes provides that “any part of a plat may be vacated under the provisions, and subject to the conditions of this act [ §§34-12-101 through 34-12-104, 34-12-106 through 34-12-115], provided, such vacating does not abridge or destroy any of the rights and privileges of other proprietors in said plat... .” In conjunction with the foregoing referenced Wyoming State Statutes, the Teton County Land Development Regulations (the “LDRs”) allow for a partial vacation of a plat without replat. Division 8.2.13.C.5. of the LDRs permits a vacation of one or more building envelopes, notes, a lot line for the purpose of combining one or more lots, or a private road or utility easement, without requiring a new plat provided that certain additional standards are met. The party proposing the partial vacation must file with the County Clerk an instrument stating that the partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat. The instrument must include: (1) acknowledgment by all parties affected by the vacation; and (2) acknowledgment by the Board of County Commissioners. Based on the Wyoming Statutes and the LDRs cited above, in order for a neighboring lot owner to have standing with respect to the partial vacation of plat and therefore be required to consent to such vacation, the neighboring lot owner must:

- (1) own a parcel located within the subject plat; and
- (2) show that he or she holds a property right or privilege that has been abridged or destroyed by the vacation.

2. Is There a Property Right or Privilege at Stake? To satisfy the standing analysis described above, the initial question is whether under Wyoming law a use restriction for a lot noted on a plat by the developer is a property right or privilege of a neighboring platted lot owner. There is no Wyoming case law that directly addresses whether a note

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<sup>1</sup> *Roe v. Board of County Commissioners Campbell County*, 997 P.2d 1021, 1022 (Wyo. 2000) (quoting *Memorial Hospital of Laramie County v. Dept. of Revenue and Taxation of State of Wyoming*, 770 P.2d 223, 226 (Wyo.1989) and *Washakie County School Dist. No. One v Herschler*, 606 P.2d 310, 316 (Wyo.1980))

<sup>2</sup> *Jolley v. State Loan and Inv. Bd.*, 38 P.3d 1073 (Wyo. 2002) (citing *State ex rel. Bayou Liquors, Inc. v. City of Casper*, 906 P.2d 1046, 1048 (Wyo. 1995) (quoting *Schulthess v. Carollo*, 832 P.2d 552, 556-57 (Wyo.1992) (citations omitted))

on a plat is a property right or privilege of a neighboring platted lot owner; however, there are a few Wyoming cases that provide that a dedication on a plat for access constitutes a property right or privilege of a platted lot owner.

A. *Ahearn*. The Wyoming Supreme Court in *Ahearn v. Town of Wheatland*<sup>3</sup> considered whether Section 34-12-108 of the Wyoming Statutes applied to the facts of the case. The facts of the case were not similar to our facts, and the court concluded that the partial vacation statute did not apply. However, in their analysis, the Court stated: “We see then that the primary intent of this statutory article [Sections 34-12-106 and 34-12-108 of the Wyoming Statutes] is to provide for the platting and dedication of public streets, and the vacating of the plat and dedication. In addition, other dedications such as utility easements, access easements, parks or other public uses on a plat are likewise subject to this article [Sections 34-12-106 and 34-12-108 of the Wyoming Statutes]. The replat at issue here resulting in [the submission of] a new plat for [a] parcel, and no modification or vacating of dedicated streets, or any other dedication, was apparently involved which would have deprived [the adjacent owner] of the access, or any other right, he is entitled to under the original plat.”<sup>4</sup> The Court thus held that no rights or privileges of the adjacent owner were abridged or destroyed because access (which is a right and privilege) to the neighboring lot was not affected, so no violation of the statutes could have occurred.

B. *Carnahan*. In another case,<sup>5</sup> the Wyoming Supreme Court held that a public easement designated on a subdivision plat constituted a “legally protectable interest” and therefore the plaintiff had standing to maintain an action for a judgment declaring the respective rights of the parties when that access was blocked by a fence. The Court ordered the fence removed because the parties had a right pursuant to the plat to use the public easement and the fence abridged that right.

3. Standing Even if No Property Right or Privilege at Stake? In *Hoke v. Moyer*, the Wyoming Supreme Court addressed a neighbor’s standing to challenge a zoning change on an adjacent property. The Court provided that a potential litigant must show injury or potential injury by alleging a perceptible, rather than a speculative, harm resulting from the agency action.<sup>6</sup> The Court stated that “[a]n individual having standing must have a definite interest exceeding the general interest in community good shared in common with all citizens.” The Court held that doubling the density of the adjacent property’s zoning raised a number of perceptible harms for the neighboring property owner, which is different than the harm to the general public such as increased traffic and congestion. Because of this distinction, the neighbor was entitled to judicial review of the Teton County Commissioners’ action by the district court. Although the facts in the *Hoke v. Moyer* case above are distinguishable from the facts at hand, the analysis is informative.

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<sup>3</sup> *Ahearn v. Town of Wheatland*, 39 P.3d 409 (Wyo. 2002)

<sup>4</sup> Also see *Owsley v. Robinson*, 65 P.3d 374, 377 (Wyo. 2003) (“As is apparent from the plain language of § 34-12-104, the primary application of the statute is in the dedications of streets, alleys and other means of access.”)

<sup>5</sup> *Carnahan v. Lewis*, 273 P.3d 1065 (Wyo. 2012)

<sup>6</sup> *Hoke v. Moyer*, 865 P.2d 624, 628 (Wyo. 1993) (citing *Foster’s Inc. v. City of Laramie*, 718 P.2d 868, 872 (Wyo. 1986))

The zoning of Lot 15 pursuant to the Master Plan for Teton Village Area 2 allows for institutional uses and resort support uses. The note on Lot 15 and the stand-alone restrictive covenant that the note was intended to reference allow institutional non-profit office use. In particular, the Development Permit on Lot 15 issued for the Grand Teton Music Festival was for a 3,000 square foot office building, 2,000 square foot basement and loading dock for wine storage for institutional non-profit use. Thus, the removal of the note on Lot 15 and the vacation of the restrictive covenant do not impact the zoning of institutional uses and resort support uses and certainly do not impact or change the permitted density of Lot 15 or otherwise raise a number of perceptible harms for the neighboring property owners.

4. Does the note on Lot 15 of the Plat constitute a restrictive covenant on its own?

A. *Generally.* Wyoming Statutes § 34-12-102 addresses subdivision plats, setting forth: “Description of lots or parcels of land in such subdivisions, according to the number and designation thereof, on said plat contained, in conveyances, or for the purposes of taxation, shall be deemed good and valid for all intents and purposes.” Additionally, the LDRs Division 8.5.3.D. states: “a plat may contain notes that effect transfer of rights and property or provide warning of nuisance,” and Division 8.5.3.E. states that “a plat shall not include notes designating zoning district, setbacks, right to subdivision, or any other standard under the LDRs that is subject to change at the legislative direction of the Board of County Commissioners.”

B. *Wyoming Case Law; Contract Interpretation Principles Apply.* Wyoming case law does not specifically address whether a note on a plat by itself is a restrictive covenant. However, Wyoming case law is clear that Wyoming courts will “consider language used in a plat in accordance with contract interpretation principles.”<sup>7</sup> When the language is clear and unambiguous, the meaning of the language will be construed by the Court according to its plain and ordinary meaning.<sup>8</sup> As with all contracts, the court’s goal in interpreting covenants and plats “is to determine and effectuate the intentions of the parties, especially the grantor,” within the four corners of the document.<sup>9</sup> In general, restrictions upon the use of land are not favored and accordingly, such restrictions will not be extended by implication.<sup>10</sup> Here, the intention of the parties with respect to the note is clear and ambiguous within the four corners of the plat. The note on the plat references “Institutional Non-profit Office Use”, which is a use permitted on the lot by the Master Plan. The note itself does not restrict any use or limit the use within the lot to Institutional Non-profit Office Use which would have required the inclusion of the limiting words “only” or “restricted to” or “to be utilized”. Without the foregoing limiting words, the note has no meaning other than to reference the third-party deed restriction. The Certificate of Owner of the Plat provides clear meaning to the note’s intent to reference the private deed restriction, as follows: “Lot 15 of the foregoing subdivision is SUBJECT

<sup>7</sup> *Carnahan v. Lewis*, 273 P.3d at 1071 (citing *Brumbaugh v. Mikelson Land Co.*, 185 P.3d 695, 701 (Wyo. 2008))

<sup>8</sup> *Id.* (citing *Hasvold v. Park County School Dist. No. 6*, 45 P.3d 635, 638 (Wyo. 2002))

<sup>9</sup> *Id.*; *Vargas Limited Partnership v. Four “H” Ranches Architectural Control Committee*, 202 P.3d 1045, 1050 (2009)

<sup>10</sup> *Vargas Limited Partnership v. Four “H” Ranches Architectural Control Committee*, 202 P.3d 1045, 1050(2009).

TO that certain Restrictive Covenant in Favor of Four Shadows LLC and Crystal Springs Ranch Inc. to be recorded in said Office the same date as this Plat”. To further clarify the intention of the note to solely reference the private party restriction within the four corners of the document, the General Notes on Plat 1323 provide in bold that “Lot 15 is reserved for future development in accordance with the Master Plan for the Area Two Planned Unit Development of Teton Village Planned Unit Development District for Planned Resort.”

C. *Other Jurisdictions.* As stated above, there is no Wyoming case law that addresses the legal effect of a note on a plat. However, it is worth noting that the following Tennessee case could be considered by a Wyoming court. The Tennessee Court of Appeals in *Bernier v. Morrow* was presented with the question of whether certain notes on a final subdivision plat constituted restrictive covenants.<sup>11</sup> The Court stated that “restrictive covenants may be implied by reference to a plat”<sup>12</sup> and determined that the plat designation that states that a lot is “to be utilized for a conventional subsurface sewage system” was a restrictive covenant that prohibits an experimental wetland sewage disposal system. Unlike the Tennessee case, the note at issue here does not include any limiting words such as “only” or “to be utilized” and a Wyoming court would have the following additional items set forth within the four corners of the plat to clarify the intention of the note as being a reference to a private party restriction – (i) the Certificate of Owner on the Plat provides “Lot 15 of the foregoing subdivision is SUBJECT TO that certain Restrictive Covenant in Favor of Four Shadows LLC and Crystal Springs Ranch Inc. to be recorded in said Office the same date as this Plat”; and (ii) the General Notes on the plat which state: “Lot 15 is reserved for future development in accordance with the Master Plan for the Area Two Planned Unit Development of Teton Village Planned Unit Development District for Planned Resort”.

We believe a Wyoming court would look to persuasive Colorado caselaw in the Tenth Circuit<sup>13</sup> to support the position that the plat note, even if an implied restrictive covenant, has no force or effect. In *Zavislak v. Shipman*,<sup>14</sup> the Colorado Supreme Court found that the lower court “was correct in concluding that sitting as a court of equity it had the power and authority to remove or cancel the restrictive covenants as clouds on the plaintiffs’ title.”<sup>15</sup> The power may be exercised when it is shown that the restrictive covenant no longer serves the purpose for which it is imposed and is no longer beneficial to those claiming under it.<sup>16</sup>

**Issue Two – If the County refuses to approve the partial vacation of plat to remove the note on Lot 15, will the County have the right to enforce the note on Lot 15 during a development plan or building permitting process?**

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<sup>11</sup> 2013 WL 1804072 (Tenn.Ct.App. April 26, 2013)

<sup>12</sup> *Id.* (citing *Hughes v. New Life Development Corp.*, 387 S.W.3d 453, 484 (Tenn. 2012))

<sup>13</sup> Wyoming and Colorado are both in the 10<sup>th</sup> Circuit

<sup>14</sup> 362 P.2d 1053, 1055-56 (Colo. 1961)

<sup>15</sup> *Id.*

<sup>16</sup> *Id.*

While it remains our position that the note on the plat is not a restrictive covenant, it is established law in Wyoming and in many other jurisdictions that private covenants are enforceable only by those persons intended to be benefited by the covenants and in whose favor such covenants run. The Wyoming Supreme Court in *Anderson v. Board of County Com'rs of Teton County*<sup>17</sup> held that “the consideration of private covenants is not within the scope of the LDRs and that Teton County was correct in not imposing restrictions based upon the alleged violations of the private covenants. Restrictive covenants are contractual in nature. Thus, restrictive covenants are only enforceable between the property owners, and potentially a homeowners association<sup>18</sup>, as parties in interest. No provision in the LDRs requires Teton County or the Board to consider whether proposed development would violate restrictive covenants. Indeed neither Teton County nor the Board possesses the authority to demand compliance with private covenants between property owners.”

Additionally, Wyoming caselaw is consistent with other jurisdictions and persuasive authority which provide: “It is the duty of an administrative officer charged with the issuance of permits to administer his duties in accordance with the provisions of the zoning ordinance. Consequently, if an application for permit shows compliance with the requirements of the zoning ordinance and other applicable ordinances, he may not predicate his denial of the permit upon the existence of more restrictive provisions in a deed or covenant.”<sup>19</sup> Similarly, the Supreme Court of Pennsylvania<sup>20</sup> has held “zoning laws are enacted under the police power in the interest of public health, safety and welfare; they have no concern whatever with building or use restrictions contained in instruments of title and which are created merely by private contracts...Accordingly, it has uniformly been held that any consideration of building restrictions placed upon the property by private contract has no place in proceedings under the zoning laws for a building permit or variance.”

**BY PREPARING AND FURNISHING THIS DOCUMENT, WYLIE BAKER LLP IS NOT INTENDING TO PROVIDE LEGAL ADVICE TO TETON COUNTY, WYOMING OR TO ANYONE ELSE OR TO ESTABLISH AN ATTORNEY-CLIENT RELATIONSHIP WITH ANYONE OTHER THAN CRYSTAL SPRINGS RANCH INC. AND FOUR SHADOWS LLC. WYLIE BAKER LLP MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE CONTENTS OF THIS DOCUMENT. ALL PARTIES SHOULD ENGAGE THEIR OWN SEPARATE LEGAL COUNSEL AND MAKE THEIR OWN INDEPENDENT INSPECTION AND INVESTIGATION OF THE ISSUES ADDRESSED HEREIN.**

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<sup>17</sup> *Anderson v. Board of County Commissioners of Teton County*, 217 P.3d 401 (Wyo. 2009)

<sup>18</sup> *Id.* See also *Vargas Limited Partnership v. Four "H" Ranches Architectural Control Committee*, 202 P.3d 1045 (Wyo. 2009) (Architectural Committee given express enforcement right with respect to building approval, so no other party had right to enforce)

<sup>19</sup> 3 Rathkopf, *The Law of Zoning and Planning*, § 74-1 *et seq.* See also *Suess v. Vogelgesang*, 281 N.E.2d 536, 544 (Ind.Ct.App. 1972)

<sup>20</sup> *In re Michener's Appeal*, 115 A.2d 367, 369 (PA. 1955)

Dear Teton County Commissioners,

This letter is being sent by the residential property owners of the Homestead Subdivision located in Teton Village in reference to Crystal Springs Ranch application for the removal of the Lot 15 designation "Institutional Non-Profit Office Use Lot" and the removal of a snow storage easement located on Lot 16.

To address the first issue, the Homestead property owners would like to see the Lot 15 remain designated for Institutional Non-Profit use. In order to maximize the benefit of having 13 residences located on a fairly small parcel of land, alterations to the roadway standards were approved by the County Engineer through Roadway Exception Requests and granted at the time the initial Development Permit Dev2011-0017 was issued. This has resulted in a very tight roadway situation that makes it difficult for residential automobiles and trucks to enter and exit the neighborhood, let alone full sized commercial trucks and delivery vehicles.

The safety of our children is paramount. With 13 families, 21 children and family pets in residence, the concern is that a commercial development would only serve to exacerbate the already restricted parking and road situation. It has been explained by representatives of CSR/Four Shadows at a TVA Special Fire District meeting and at the County's Neighborhood meeting held at Teton Thai, that the intent is to develop the lot with a bakery/coffee shop, a sheriff's substation, with studio apartments above.

This type of high density of commercial/residential development cannot be supported by Lot 15 and the surrounding infrastructure. The increased road traffic would be problematic for not only the existing residences, but also for the new residents to be inhabiting the proposed 10 additional units to be added to the neighborhood.

When we purchased our units it was understood that there was limited parking and the roads were tight, however, it was explained that Lot 15 was zoned for Institutional Non-Profit, and that the Music Festival was planning on building their headquarters on the lot. It was further described that the 9+ parking spaces located next to the office, could possibly be made available for Homestead residents use during the weekends and off season to offset the limited resident parking and lack of guest parking.

It is unfortunate that the construction of the Music Festival offices and parking did not come to fruition, however, it is our hope that this lot remains zoned for Institutional Non-Profit use and a similar 9 to 5, 5 days a week type of business fill this space.

The families that make up the Homestead's are real, hardworking, full time, contributing members of this community with most of the household heads working two full time jobs. We look forward to having the weekends to spend time with our kids and take advantage of life in the Village. The traffic and people that a 24/7, year-round, high density, mixed use, commercial/residential development would generate is not in line with the residential tone and feel that currently exists in the neighborhood.

In regards to the removal of the snow easement, we are in favor of removing the easement to facilitate the construction of the future affordable housing.

Lastly, the Declarant/HOA/CSR presented the community with a document seeking a 2/3 community vote for the approval of the removal of the snow easement encumbering Lot 16 and the removal of the Institutional Non-Profit Office Use designation on lot 15. It should be noted that this document was

represented by the declarant as the removal of the snow easement on Lot 16 *only* and that several members of the community signed in good faith without reading the document. The results of the 2/3 vote document were never disclosed by the declarant/HOA. If the 2/3 vote document is to be used by the declarant/HOA/CSR in support of community's approval of the removal of the Institutional Non-Profit Office Use designation, let it be known that this letter represents the majority consensus of the community on these matters.

We, the property owners at the Homesteads appreciate your time and thoughtful consideration. We have a great little community here and look to be an example, and hopefully, to help shape and set the standards by which future full time working class Village communities will be developed.

Sincerely,

The Homestead Property Owners  
*"Community Through Unity"*

**THE HOMESTEADS AT TETON VILLAGE HOMEOWNERS ASSOCIATION**  
**UNANIMOUS WRITTEN CONSENT BY BOARD OF DIRECTORS**  
**AND ACTION OF 2/3RDS MEMBERS WITHOUT A MEETING**

The undersigned, being all of the members of the Board of Directors (the "Board") of The Homesteads at Teton Village Homeowners Association, a Wyoming non-profit corporation (the "HOA"), and being 2/3rds of all Members of the HOA (the "Members"), hereby take the following action:

**WHEREAS**, that certain Final Plat of the Homesteads at Teton Village recorded in the Office of the Teton County Clerk, Wyoming on November 5, 2012 as Plat No. 1323 (the "Plat") provided for a snow storage easement for the benefit of the HOA as follows: *"that the Homesteads at Teton Village Homeowners Association is hereby granted a perpetual non-exclusive snow storage easement in, under, over and across those portions of Lots 1 through 13, 15 and 16 of the foregoing subdivision that lie five (5) feet within any boundary of said Lot that is common with a boundary of Common Area Lot 14 of the foregoing subdivision for the purpose of orderly removal, casting and storage by the Association of snow from the roadways, parkways and sidewalks located within Common Area Lot 14"*; and the Declaration of Covenants, Conditions and Restrictions for The Homesteads at Teton Village recorded in the Office of the Teton County Clerk, Wyoming in Book 824 of Photo at Pages 799 to 832 (the "Declaration") provided for a snow storage easement for the benefit of the HOA as follows: *"The Declarant hereby grants to the Association a perpetual nonexclusive snow storage easement in, under, over and across those portions of each Lot that lies within five (5) feet within any boundary of said Lot that is common with a boundary of Common Area Lot 14 for the purpose of orderly removal and storage by the Association of snow from the Roadways, parkways and sidewalks located within the General Common Elements,"* as further depicted on **Exhibit "A"**, attached hereto and incorporated herein (collectively, the "5 Foot Snow Storage Easement");

**WHEREAS**, the 5 Foot Snow Storage Easement mistakenly burdens all of the driveways located within each Lot on the Plat whereupon a deed restricted housing unit resides and such portions of the 5 Foot Snow Storage Easement that burden the driveways need to be vacated by the HOA;

**WHEREAS**, the 5 Foot Snow Storage Easement also burdens the boundaries of Lots 15 and 16 that are adjacent to Lot 14;

**WHEREAS**, Section 7.1 of the Declaration provides that the Board has the full power and authority to manage the business and affairs of the Association and may acquire, hold and dispose of tangible and intangible personal property; accordingly, the Board may vacate the 5 Foot Snow Storage Easement;

**WHEREAS**, Section 4.13 of the Bylaws of the HOA provides that any action required to be taken or which may be taken at a meeting of the Members may be taken without a meeting if a

written consent setting forth the action taken is signed by 2/3rds of all of the Members entitled to vote on the subject matter of the action; accordingly, the Members may consent to the vacation of the 5 Foot Snow Storage Easement and may authorize the Board to dispose and vacate the 5 Foot Snow Storage Easement;

**WHEREAS**, Crystal Springs Ranch Inc. reserved the right for itself and for its heirs, successors and assigns in the Certificate of Owner on the Plat to “grant unto other parties non-exclusive easements for any purposes it deems necessary in Common Area Lot 14 and in the easements shown hereon, including the portions of Crystal Springs Road and Apres Vous Road that lie within the foregoing subdivision, provided that no such future grants shall cause unreasonable interference with use under prior easement grants and within Common Area Lot 14”;

**WHEREAS**, the Members and the Board believe it to be in the best interest of the HOA to vacate the entire 5 Foot Snow Storage Easement and for Crystal Springs Ranch Inc. to record a new Snow Storage Easement in favor of the HOA in the locations set forth on **Exhibit “B”**, attached hereto and incorporated herein (the “New Snow Storage Easement”) contemporaneous with the vacation of the 5 Foot Snow Storage Easement;

**WHEREAS**, the Board and the Members would like to consent to and authorize Jason Wells, as President and Chairman of the Board of the HOA, to execute an application with Crystal Springs Ranch Inc. for submittal to Teton County to vacate the 5 Foot Snow Storage Easement pursuant to an Affidavit of Partial Vacation of Plat and Vacation Agreement (collectively, the “Snow Storage Vacation Instruments”) and upon approval of the Board of County Commissioners of the same, to execute and record the Snow Storage Vacation Instruments for this matter in the Clerk’s Office of Teton County, Wyoming contemporaneously with the New Snow Storage Easement;

**WHEREAS**, the Board and the Members also consent to Crystal Springs Ranch Inc. submitting an application with Teton County to vacate the references on the Plat to “Institutional Non-Profit Office Use” for Lot 15 of the Plat pursuant to an Affidavit of Partial Vacation of Plat that will need to be approved by the Board of County Commissioners and recorded in the Office of the Teton County Clerk; and

**NOW, THEREFORE BE IT RESOLVED**, that the Board of the HOA and 2/3rds of the Members hereby consent to the vacation of the 5 Foot Snow Storage Easement and to the vacation of the references on the Plat to “Institutional Non-Profit Office Use” for Lot 15 of the Plat and hereby consent to and authorize Jason Wells, as President and Chairman of the Board of the HOA, to execute all applications and instruments necessary to accomplish the same on behalf of the HOA and to record any instruments required to accomplish the vacation of the 5 Foot Snow Storage Easement and the references on Lot 15 of the Plat to “Institutional Non-Profit Office Use” for Lot 15 of the Plat in the Office of the Clerk, Teton County, Wyoming provided that Crystal Springs Ranch Inc. records the New Snow Storage Easement contemporaneously therewith.

The undersigned, being all of the Board of Directors of the HOA, hereby unanimously consent to, approve and adopt the foregoing Resolution effective June 1, 2016. This unanimous written consent of the Board of Directors of the HOA may be executed in any number of counterpart signature pages, each of which together shall constitute a single instrument. Facsimile or e-mail copies of any signature shall be treated as if originals. Electronic signatures shall be acceptable and binding.

**BOARD OF DIRECTORS:**

---

Jason Wells, President and Chairman

---

Morgan Bruemmer, Vice-President

---

Eric Buthmann, Secretary and Treasurer

The undersigned, being 2/3rds of the Members of the HOA, hereby consent to, approve and adopt the foregoing Resolution effective June 1, 2016. This 2/3rds consent of the Members of the HOA may be executed in any number of counterpart signature pages, each of which together shall constitute a single instrument. Facsimile or e-mail copies of any signature shall be treated as if originals. Electronic signatures shall be acceptable and binding.

**LOT 1 OWNERS:**

\_\_\_\_\_  
Keith Haldeman

\_\_\_\_\_  
Zara Haldeman

**LOT 2 OWNERS:**

\_\_\_\_\_  
Stephen Fralin

\_\_\_\_\_  
Sharon Fralin

**LOT 3 OWNER:**

\_\_\_\_\_  
Gregory Adam Esdale

**LOT 4 OWNERS:**

\_\_\_\_\_  
Samuel A. Johnson

\_\_\_\_\_  
Suchada K. Johnson

**LOT 5 OWNER:**

---

Robert Morgan Bruemmer

**LOT 6 OWNERS:**

---

Jeffrey A. Romanowski

---

Lisa M. Romanowski

**LOT 7 OWNERS:**

---

Brett J. Gensch

---

Sarah K. Gensch

**LOT 8 OWNERS:**

---

Peter Chisholm Cornfoot

---

Abigail M. Burnham

**LOT 9 OWNERS:**

---

Martha L. Bancroft

---

Charles R. Bancroft

**LOT 10 OWNERS:**

---

Bain W. Campbell

---

Lisa M. Campbell

**LOT 11 OWNERS:**

---

James Wolfgang

---

Lisa Wolfgang

**LOT 12 OWNERS:**

---

Jeremy Aughenbaugh

---

Felice Aughenbaugh

**LOT 13 OWNER:**

---

Katharine Conover

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

**TO WIT:**

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

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

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

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

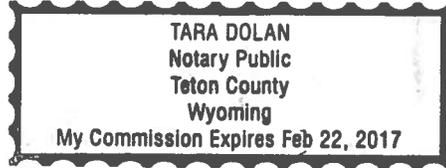
- the paragraph 17 statement of the Certificate of Owner on Sheet 1 of the plat that reads "that Lot 15 of the foregoing subdivision is SUBJECT TO that Declaration of Restrictive Covenants in favor of Four Shadows LLC and Crystal Springs Ranch Inc. to be recorded in said Office on the same date as this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

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



CRYSTAL SPRINGS RANCH INC.,  
a Wyoming Corporation

By:   
John L. Resor,  
its President



STATE OF WYOMING            )  
  ) ss.  
COUNTY OF TETON            )

Subscribed and sworn to before me by John L. Resor, acting as President of Crystal Springs Ranch Inc., a Wyoming Corporation, this 4 day of Oct, 2016

Witness my hand and official seal.

  
Notary Public  
My Commission Expires: 2/22/2017



# JORGENSEN

It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 203  
Jackson, WY 83002  
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[www.jorgeng.com](http://www.jorgeng.com)

July 15, 2016

Ms. Susan Johnson  
Teton County Planning Manager  
HAND DELIVERED & E-MAILED to [sjohnson@tetonwyo.org](mailto:sjohnson@tetonwyo.org)

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

Dear Susan,

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

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

**REGARDING THE REQUESTED SNOW STORAGE EASEMENT VACATION:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PLAT SHEET 2

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

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

Best Regards,  
JORGENSEN ASSOCIATES, P.C.

  
Francesca Paolucci-Rice

Enclosures

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

H:\2006\06095\57 Parcel J PartPlatVacate\17\Docs\Application Base\Letters\2016-07-15 Let Suff Submittal Partial Vacation Plat 1323 06095.57.17.docx



# JORGENSEN

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August 5, 2016

Ms. Susan Johnson  
Teton County Planning Manager  
E-MAILED to [sjohnson@tetonwyo.org](mailto:sjohnson@tetonwyo.org)

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

SD2016-0007  
Jorgensen Associates Project 06095.57.17

Dear Susan,

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

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

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

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

### PLAT SHEET 2

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

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

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

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

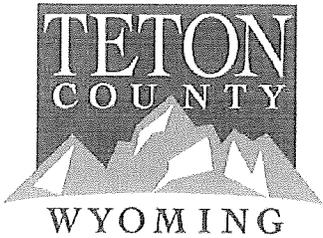
Best Regards,  
JORGENSEN ASSOCIATES, P.C.

  
Francesca Paolucci-Rice

Enclosures

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

H:\2006\06095\57 Parcel J PartPlatVacate\17\Docs\Application Base\Letters\2016-08-05 Let Add Statement - Vacation Plat 1323 06095.57.17.docx



**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](http://www.tetonwyo.org)

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

**PROJECT.**

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

**OWNER.** Lot 14, Plat 1323

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

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

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

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

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

**Use Permit**

- Basic Use
- Conditional Use
- Special Use

**Physical Development**

- Sketch Plan
- Development Plan

**Interpretations**

- Formal Interpretation
- Zoning Compliance Verification

**Relief from the LDRs**

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

**Development Option/Subdivision**

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

**Amendments to the LDRs**

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



ATTACHMENT TO PLANNING PERMIT APPLICATION

For

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

Jorgensen Associates P.C. Project 06095.57.17

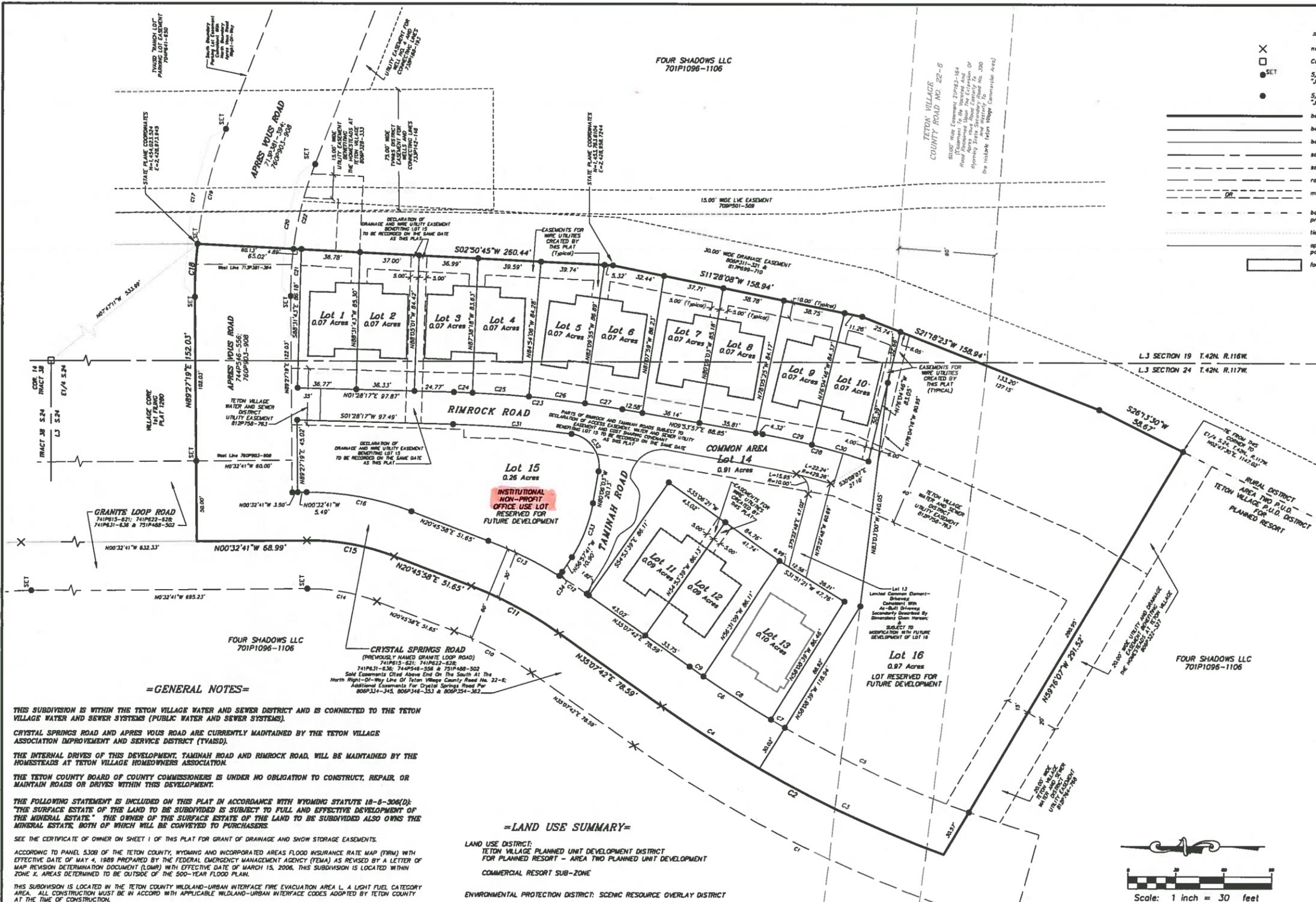
Prepared July 06, 2016

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

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

H:\2006\06095\57 Parcel J PartPlatVacate\17\Docs\Application Base\Attachment to Application-Partial Vacation of Plat 06095.57.17.docx





**=LEGEND=**

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

**=CURVE TABLE=**

NAME	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1922'34"	780.00	263.78	S23°26'29"W	262.52
C2	1514'29"	750.00	199.51	S27°30'27"W	198.82
C3	8'42'49"	750.00	127.15	S24°44'37"W	127.00
C4	5'31'40"	750.00	72.36	S32°21'52"W	72.33
C5	10'04'38"	720.00	126.64	S24°28'04"W	126.47
C6	4'48'32"	720.00	60.64	S32°42'58"E	60.62
C7	0'47'46"	720.00	18.01	S29°54'17"W	18.01
C8	3'38'45"	720.00	50.21	S32°18'32"W	50.20
C9	0'48'47"	720.00	18.43	S34°42'48"W	18.43
C10	14'21'44"	220.00	55.15	N27°56'30"E	55.00
C11	14'21'44"	250.00	62.67	N27°56'30"E	62.50
C12	4'10'38"	280.00	20.44	N33°02'17"E	20.44
C13	10'16'48"	280.00	48.75	N25°51'21"E	48.68
C14	2'16'38"	120.00	44.63	N10°06'39"E	44.38
C15	2'16'38"	150.00	55.79	N10°06'39"E	55.47
C16	2'16'38"	180.00	66.95	N10°06'39"E	66.58
C17	2'15'39"	200.00	106.64	N7°36'31"W	106.19
C18	6'45'43"	280.00	33.05	N87°08'49"W	33.03
C19	15'05'58"	280.00	73.79	N76°14'30"W	73.57
C20	2'15'39"	220.00	63.84	N7°36'31"W	63.43
C21	7'46'59"	220.00	28.50	N86°42'11"W	28.48
C22	14'16'40"	220.00	54.44	N75°46'22"W	54.30
C23	8'25'40"	722.54	108.28	N5°11'07"E	106.19
C24	0'55'02"	722.54	11.57	N135°48'E	11.57
C25	2'48'18"	722.54	35.58	N3°47'57"E	35.57
C26	2'48'18"	722.54	35.58	N8°37'14"E	35.58
C27	1'52'04"	722.54	23.56	N8°37'55"E	23.55
C28	8'42'32"	448.26	68.29	N1°57'52"E	68.22
C29	4'00'51"	448.26	31.47	N11°54'22"E	31.47
C30	4'41'41"	448.26	36.81	N16°15'38"E	36.80
C31	8'05'03"	702.54	74.60	N4°30'48"E	74.57
C32	8'27'37"	20.00	32.23	N53°47'39"E	28.86
C33	2'108'21"	80.00	36.35	S68°31'32"E	36.10
C34	6'56'53"	25.00	3.03	S33°29'15"E	3.03

**=GENERAL NOTES=**

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

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

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

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

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

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

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

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

PURSUANT TO SECTION 9(D)(9) OF THE STANDARDS AND CONDITIONS OF THE MASTER PLAN FOR AREA TWO - TETON VILLAGE EXPANSION PLANNED UNIT DEVELOPMENT - PLANNED RESORT, AS MEMORIALIZED IN THAT AFFIDAVIT AFFECTING TITLE RE: AMENDMENT AND COMPLETE RESTATEMENT OF STANDARDS AND CONDITIONS FOR AREA TWO - TETON VILLAGE EXPANSION PLANNED UNIT DEVELOPMENT - PLANNED RESORT RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING IN BOOK 746 OF PHOTO, PAGES 403-477, AS AMENDED BY THAT AMENDMENT OF AFFIDAVIT AFFECTING TITLE ("TETON VILLAGE EXPANSION PUO") RECORDED IN SAID OFFICE IN BOOK 793 OF PHOTO, PAGES 1028-1068, THE OWNER OF ANY LOT OF THE FOREGOING SUBDIVISION WILL BE CHARGED A TRANSIT IMPACT FEE BY TETON COUNTY UPON ISSUANCE OF A BUILDING PERMIT FOR A BUILDING CONTAINING OFFICE SPACE, RESTAURANT SPACE, RETAIL SPACE OR FREE MARKET UNITS. THE TRANSIT IMPACT FEE SHALL NOT APPLY TO AFFORDABLE HOUSING OR INSTITUTIONAL NON-PROFIT OFFICE SPACE.

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

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

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

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

**=LAND USE SUMMARY=**

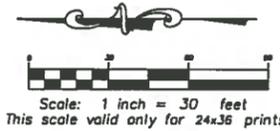
**LAND USE DISTRICT:**  
TETON VILLAGE PLANNED UNIT DEVELOPMENT DISTRICT  
TETON VILLAGE PLANNED RESORT - AREA TWO PLANNED UNIT DEVELOPMENT  
COMMERCIAL RESORT SUB-ZONE

**ENVIRONMENTAL PROTECTION DISTRICT:** SCENIC RESOURCE OVERLAY DISTRICT

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

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

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



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

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

Released	
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Abstracted	/
Scanned	

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

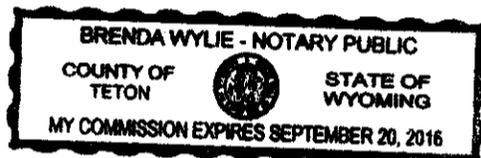
CRYSTAL SPRINGS RANCH INC.,  
a Wyoming Corporation

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

STATE OF WYOMING        )  
                                  ) ss.  
COUNTY OF TETON    )

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

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



**DECLARATION OF RESTRICTIVE COVENANTS**

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

**RECITALS**

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

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

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

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

**DECLARATIONS**

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

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

RELEASED	
INDEXED	✓
ABSTRACTED	✓
SCANNED	

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

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

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

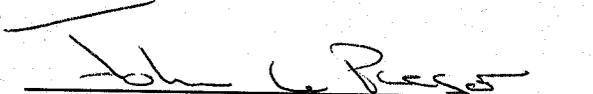
4. **Real Covenants; Duration.** All covenants, conditions, and restrictions granted, created, reserved or declared by this Declaration shall be covenants appurtenant to Lot 15, running with the land and binding upon all parties owning any right, title and interest in the Property or any part thereof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

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

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

**DECLARANT:**

**Crystal Springs Ranch Inc.,**  
a Wyoming corporation

  
By: John L. Resor  
Its: President

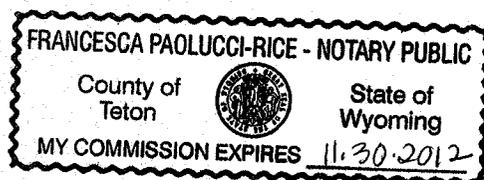
STATE OF WYOMING        )  
  ) ss.  
COUNTY OF TETON        )

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

Witness my hand and official seal.

  
Notary Public

My commission Expires: 11.30.2012



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**VACATION OF  
DECLARATION OF RESTRICTIVE COVENANTS**

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

IN WITNESS WHEREOF, the undersigned have executed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

CRYSTAL SPRINGS RANCH INC.,  
a Wyoming corporation

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

STATE OF WYOMING        )  
  ) ss.  
COUNTY OF TETON )

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

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

FOUR SHADOWS LLC,  
a Wyoming close limited liability company

By: \_\_\_\_\_  
William B. Resor,  
Manager

By: \_\_\_\_\_  
Barbara T. Hauge,  
Manager

STATE OF WYOMING        )  
  ) ss.  
COUNTY OF TETON        )

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

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF WYOMING        )  
  ) ss.  
COUNTY OF TETON        )

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

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: