



## **Board of County Commissioners - Staff Report**

Subject: S/D2016-0010: Partial Vacation without Replat of Blue Mountain Bench Master Plat

Applicant/Agent: Pierson Land Works, Inc.

Property Owner: Blue Mountain Bench, LLC

Presenter: Roby Hurley

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### **REQUESTED ACTION**

Subdivision Plat Amendment pursuant to Section 8.5.3 and 8.2.13.C, Subdivision Plat, of the Teton County Land Development Regulations, to vacate a lot line from Plat 886, Blue Mountain Bench Master Plat.

### **BACKGROUND/DESCRIPTION**

#### *HISTORY*

The Morgan family was granted approval of a 13 unit planned unit development (PUD1992-0004) and subsequently a 7 lot subdivision plat (S/D1996-0005), July 2, 1996, consisting of 5 residential lots and 2 agricultural lots. The two agricultural lots are comprised of Lot 6 which is 33.93 acres and Lot 7 which is 33.75 acres. Blue Mountain Bench LLC was granted a final development plan approval (DEV2001-0044), October 14, 2001 by the planning Director as a Minor Amendment to the Phasing Plan for the PUD.

Lots 6 and 7 are identified on the plat as "*RANCH AREA (FOR AGRICULTURAL AND OTHER USES)*". The Lots use is restricted in the Declaration of Covenants, Conditions and Restrictions, to hay production, grazing and passive recreational use with physical development restricted to a barn, caretakers house, corrals as needed, hay shed and workshop all to be located in a defined area of Lot 7 identified as "*LIVESTOCK IMPROVEMENT AREA*".

#### *PROJECT DESCRIPTION*

The applicant proposes to vacate a lot line between Lots 6 and 7, thereby combining the lots to create one Ranch Area Lot identified as Lot 6 for the purpose of meeting new agriculture tax assessment regulations that go into effect in 2017. As currently configured the Ranch lots will not qualify for an agriculture assessment in 2017 because they are less than 35 acres each.

#### *LOCATION*

5680 & 5845 W. Blue Mountain Road. Generally located approximately 3/4 of a mile north of Wilson on the west side of Fish Creek Road.

Legal Description: Lots 6 & 7, Blue Mountain Bench Master Plat

PIDN: Lot 6: 22-41-17-15-3-01-006

Lot 7: 22-41-17-15-3-01-003

Site Size: Lot 6: 33.93 acres and

Lot 7: 33.75 acres

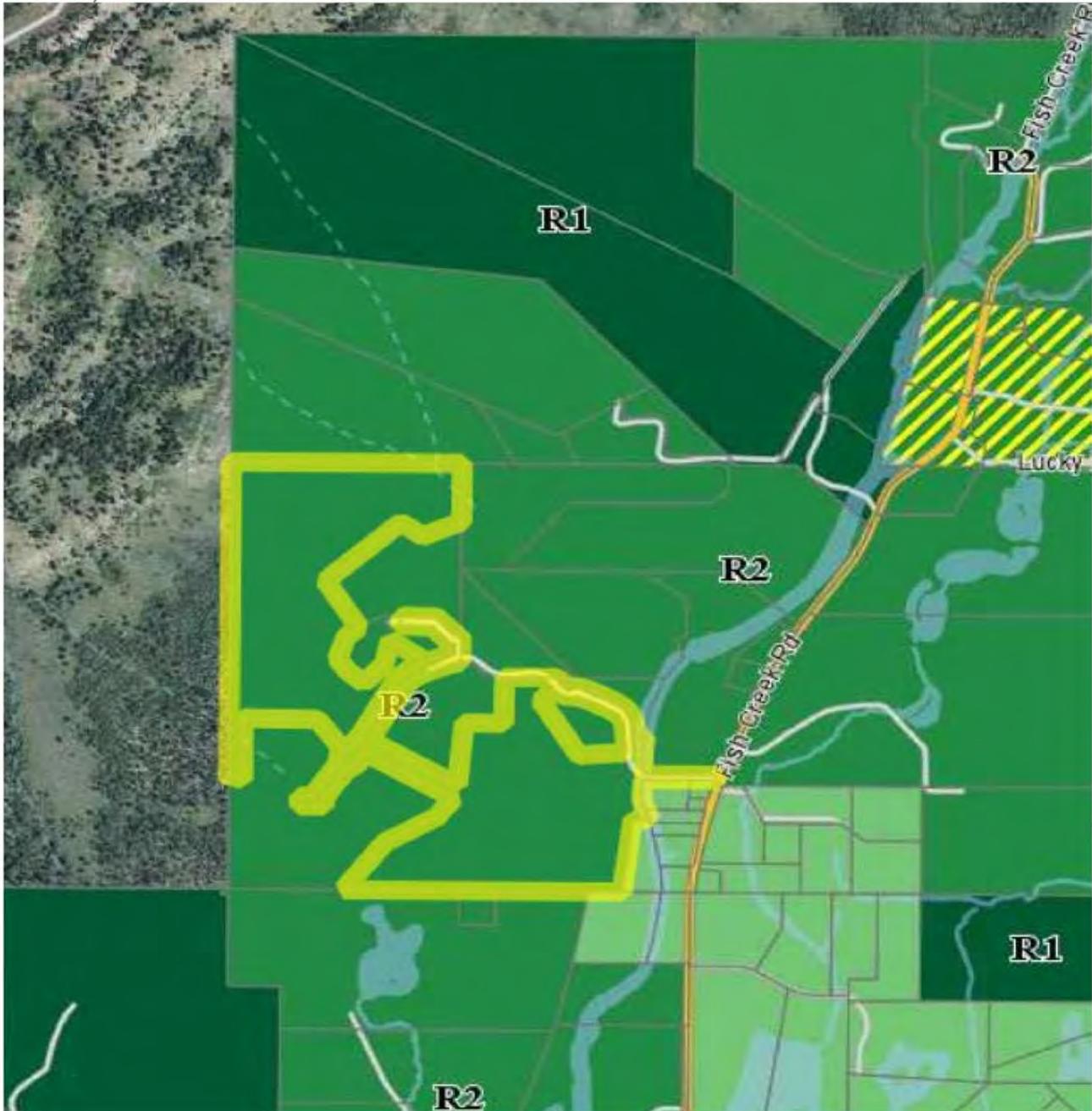
Character District: District: 9 - County Valley

Subarea: 9.2 - Agricultural Foreground

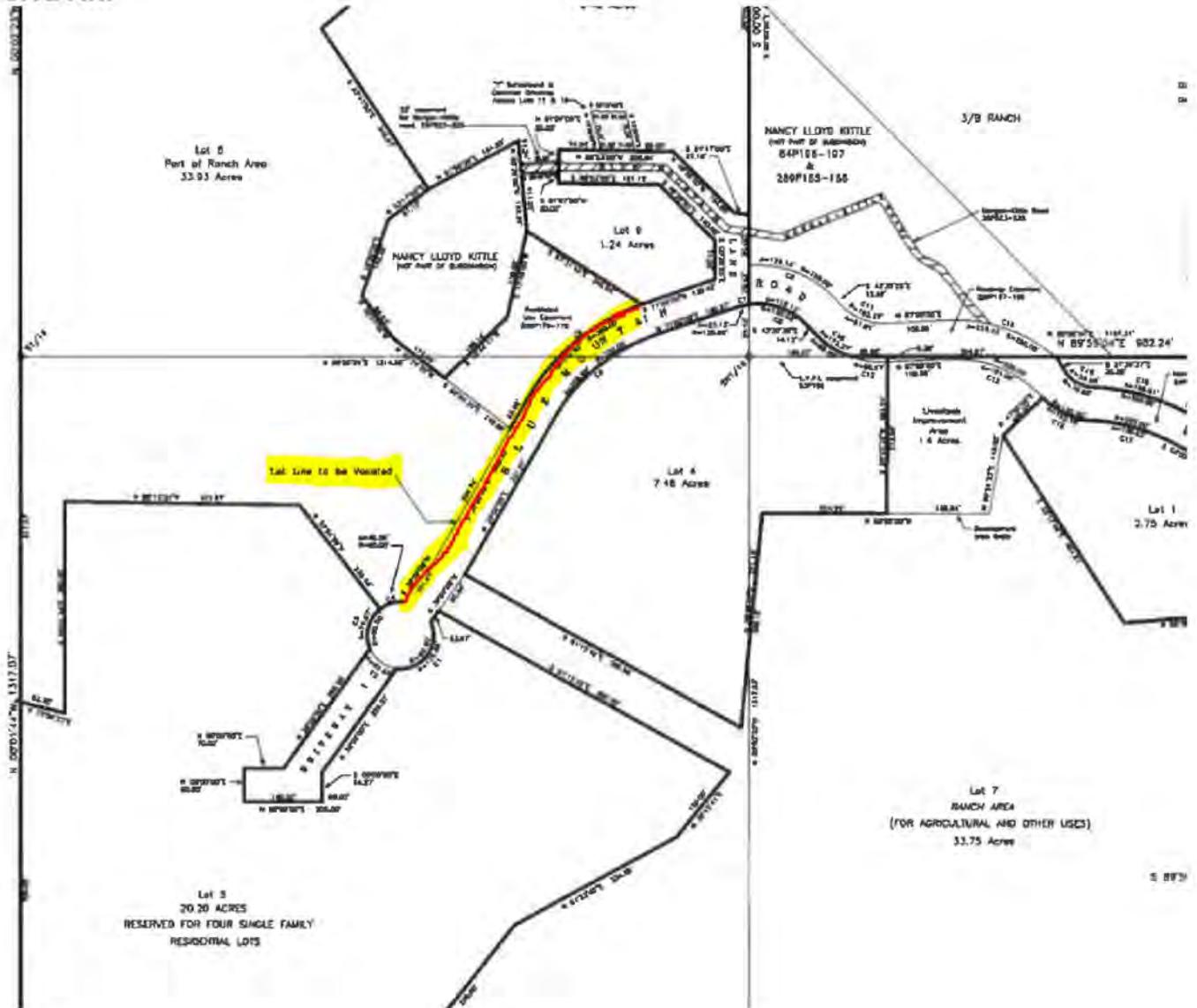
Zone: Rural 2 (R2)

Overlay: Partial Natural Resources Overlay (NRO)

ZONING/VICINITY MAP



SITE MAP



**Existing and Desired Character**

County Valley as a Rural Area, is the location of the majority of the community’s iconic scenic vistas. The agricultural open spaces of Spring Gulch, Walton, Hardeman, Poodle, Puzzle Face, Snake River and Melody ranches along with the skylines of the Gros Ventre Buttes define the character of this district. Large areas have been preserved from development by conservation easements, and much of the existing development is well clustered around Spring Creek Ranch and three golf courses.

Scenic vistas should continue to be the primary characteristic of the district. The continuation of agriculture and other means of avoiding development should be encouraged. Development that does occur should be clustered adjacent to existing development and designed to protect scenic vistas and agricultural viability.

## **STAFF ANALYSIS**

Staff has analyzed this application against both the Blue Mountain Bench Master Plat and associated permits and the LDRs where the Master Plat is silent.

*PARTIAL VACATION TO VACATE A LOT LINE.* The Blue Mountain Bench Master Plat contains restrictions related to access easements, utilities, snow storage, applicability of covenants and restrictions, water rights, dwelling unit sizes and prohibition of accessory residential uses on certain lots and restriction on uses for the two Ranch Area lots. None of the aforementioned restrictions will be impacted by this application. The Ranch Area lot restrictions apply to Lots 6 and 7 or, as proposed, a single lot 6. Use is restricted to "agriculture and other uses". Lot 7 contains a 1.4 acre Livestock Improvement Area with a boundary identified as "Development Area Limit". The Development Plan restricts development in this area to a 1200 square foot caretaker's residence and a barn. The Lot's use is restricted in the Declaration of Covenants, Conditions and Restrictions, to hay production, grazing and passive recreational use with physical development restricted to a barn, caretakers house, corrals as needed, hay shed and workshop. The proposed lot consolidation does not alter these uses or bulk and scale restrictions.

The Final Development Plan approval and subsequent amendment contains numerous Platting Notes related to Phasing. Some of the Phasing tasks have been accomplished and others have been amended to have later deadlines. The platting of the remaining lots Phase 1 task expires in 2016 and the applicant is currently preparing an application to amend their PUD to further postpone platting.

## **APPLICABLE REGULATIONS**

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

- Section 3.2.3.D.1, Allowed Development and Subdivision Options
- Section 8.2.13.C, Subdivision Plat Amendment
- Section 8.5.3, Subdivision Plat
- Blue Mountain Bench Master Plat
- Planned Unit Development (PUD1992-0004)
- Subdivision Plat Approval (S/D1996-0005)
- Final Development Plan (DEV2001-0044)

## **STAKEHOLDER ANALYSIS**

### **PUBLIC COMMENT**

Notice of this hearing was distributed to property owners within 800 feet of the site on November 18, 2016 and posted on the site on December 6, 2016. As of the publishing of this report zero comments have been received.

## **LEGAL REVIEW**

Weisman

## **AGENCY REVIEW**

Mary Smith, County Clerk's Office

Mike Quinn, County Surveyor

## RECOMMENDATIONS

### *PLANNING DIRECTOR RECOMMENDATION*

The Planning Director recommends **APPROVAL** of **S/D2016-0010**, Partial Vacation without Replat of Blue Mountain Bench Master Plat at Blue Mountain Bench Road, with no conditions, based on the standards of Section 8.2.13.C and the findings of Section 8.5.3, 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 (PUD1992-0004) for Blue Mountain Bench included two platted Ranch Area lots with a common lot line. The common lot line is proposed for vacation resulting in one larger Ranch Area lot with no additional lots being created. No other changes to the approved development plan are proposed.

2. Complies with the standards of this Section;

**Complies.** This application complies with the standards of this Section to ensure orderly land records and with the standards of Section 8.2.13.C.5, *Partial Vacation without Replat*, which is reviewed below in *ATTACHMENT 1: APPLICABLE REGULATIONS*.

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

**Not applicable.** Division 7.2 only applies to new subdivisions, as well as condominiums and townhouse plats.

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 PUD Master Plat, and meets all standards reviewed. See "Applicable LDRs" attachment to this staff report.

## ATTACHMENTS

- Applicable LDR and Resolution Review
- Public Comment
- Proposed Instrument- Partial Vacation of Plat
- Application

## SUGGESTED MOTION

I move to **APPROVE S/D2016-0010**, Partial Vacation of Blue Mountain Bench Master Plat, with no conditions, being able to meet the standards of Section 8.2.13.C and make all of the findings of Section 8.5.3, and approve *Partial Vacation of Plat*, to be recorded in the land records of the Office of the Teton County Clerk.

**ATTACHMENT 1: APPLICABLE REGULATIONS**

**Teton County Land Development Regulations**

**Section 3.2.3.D.1, Allowed Development and Subdivision Options**

**Complies.** The minimum lot size in the R2 Zone is 35 acres. The application proposes to combine two lots enlarging Lot 6 to 67.68 acres.

**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.** Finding 5.a is a requirement of *Wyoming Statutes § 34-12-108*. The Board of County Commissioners are tasked with the statutory responsibility of approving plats and any changes to plats. In this case the subdivision is owned entirely by one entity, Blue Mountain Bench, LLC, and all of the owners "affected" by this proposed vacation of plat are immediate members of the Morgan Family. In addition the Neighbor Notice, sent to all neighbors within 800 feet resulted in no comments. The applicant has provided a draft instrument, reviewed by the County Attorney, to be filed with the County Clerk if the Board approves the vacation of the lot line. The instrument includes acknowledgements from owner Blue Mountain Bench, LLC, as well as the Board of County Commissioners. The application does not abridge or destroys rights and privileges of other proprietors in the plat, as stated in the instrument.

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 application was reviewed by the County Clerk. The applicant has included language in the instrument that instructs the County Clerk to make the appropriate annotations on the plat.

c. **Building Envelope Vacation.**

**This Section is not applicable.**

d. **Lot Combination.** *If a lot line is to be vacated for the purpose of combining one or more lots, the required partial vacation instrument shall include language stating that the combined lots shall be treated as one for all purposes under these LDRs and cannot be resubdivided without receiving subdivision approval under the LDRs in effect at that time.*

**Complies.** The instrument contains language prohibiting subdivision without receiving subdivision approval.

**Blue Mountain Bench Master Plat PUD and DEV Approvals**

**Complies.** The application is in compliance with the PUD approval and conditions and subsequent Development Plan approval.

**Teton County Resolution**

No resolutions are applicable to this application.

**ATTACHMENT 2: PUBLIC COMMENT**

No comments received to date.

**ATTACHMENT 3: PROPOSED INSTRUMENT**

**PARTIAL VACATION OF PLAT**

**WHEREAS**, on \_\_\_\_\_, 2016 the Teton County Board of County Commissioners (the “Board”) met at their regularly scheduled meeting to consider the request by Blue Mountain Bench, LLC, a Wyoming limited liability company (“Lot Owner”) to vacate certain common lot lines shown on the Blue Mountain Bench Master Plan, recorded as Plat No. 886 in the Office of the Clerk of Teton County, Wyoming;

**WHEREAS**, upon the Board’s approval of this partial vacation said Lots 6 and 7 shall be combined and hereafter referenced as Lot 6, Blue Mountain Bench Master Plan, recorded as Plat No. 886 and shall be treated as one lot for all purposes under the Teton County Land Development Regulations as shown on the exhibit map attached hereto and made part hereof;

**WHEREAS**, said combined Lots 6 and 7 cannot be re-subdivided without receiving subdivision approval from Teton County under Teton County’s Land Development Regulations in effect at that time;

**WHEREAS**, Blue Mountain Bench, LLC owns all lots within said Plat No. 886 and all parties affected by the proposed vacation of common lot lines have acknowledged this partial vacation document by their signature below;

**WHEREAS**, having found that the proposed vacation of common lot lines does not abridge or destroy any of the rights and privileges of other proprietors in said Blue Mountain Bench Master Plan, Plat No. 886, the proposed vacation referenced herein was approved by the Board;

**NOW, THEREFORE**, in accordance with Section 34-12-110 of the Wyoming State Statutes, the Chair of the Teton County Board of County Commissioners hereby respectfully requests the Teton County Clerk to (1) write “Vacated” on the lot lines common to said Lots 6 and 7 Blue Mountain Bench Master Plan, found on sheet 2 of 2, Plat No. 886, and (2) to make a reference on said plat to the volume and page in which said instrument of partial vacation is recorded.

PIDN: 22-41-17-15-3-01-006 (Lot 6)  
22-41-17-15-3-01-003 (Lot 7)

\_\_\_\_\_  
Wendy Morgan, Manager  
Blue Mountain Bench, LLC a Wyoming limited liability company





**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)



<b>For Office Use Only</b>		
Fees Paid <u>\$450.00</u>	Credit Card _____	Cash _____
Check # <u>1134</u>		
Application #s <u>5/15 2016 - 1010</u>		

**PROJECT.**

Name/Description: Blue Mountain Bench - ZCV

Physical Address: 5680 & 5845 W. Blue Mountain Road

Lot, Subdivision: Lots 6 & 7 Blue Mountain Bench Master Plat PIDN: 22-41-17-15-3-01-003 & 22-41-17-15-3-01-006

**OWNER.**

Name: Blue Mountain Bench, LLC Phone: \_\_\_\_\_

Mailing Address: PO Box 67, Wilson, WY ZIP: 83014

E-mail: wmorgan@wyoming.com

**APPLICANT/AGENT.**

Name: George Putnam, Pierson Land Works LLC Phone: 307-733-5429

Mailing Address: PO Box 1143, Jackson, WY ZIP: 83001

E-mail: george@plwllc.com

**DESIGNATED PRIMARY CONTACT.**

Owner  Applicant/Agent

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

<b>Use Permit</b> <input type="checkbox"/> Basic Use <input type="checkbox"/> Conditional Use <input type="checkbox"/> Special Use	<b>Physical Development</b> <input type="checkbox"/> Sketch Plan <input type="checkbox"/> Development Plan	<b>Interpretations</b> <input type="checkbox"/> Formal Interpretation <input type="checkbox"/> Zoning Compliance Verification
<b>Relief from the LDRs</b> <input type="checkbox"/> Administrative Adjustment <input type="checkbox"/> Variance <input type="checkbox"/> Beneficial Use Determination <input type="checkbox"/> Appeal of an Admin. Decision	<b>Development Option/Subdivision</b> <input type="checkbox"/> Development Option Plan <input checked="" type="checkbox"/> Subdivision Plat <input type="checkbox"/> Boundary Adjustment (replat) <input type="checkbox"/> Boundary Adjustment (no plat)	<b>Amendments to the LDRs</b> <input type="checkbox"/> LDR Text Amendment <input type="checkbox"/> Zoning Map Amendment <input type="checkbox"/> Planned Unit Development

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

Pre-application Conference #: PAP2016-0046 Environmental Analysis #: \_\_\_\_\_  
Original Permit #: \_\_\_\_\_ Date of Neighborhood Meeting: \_\_\_\_\_

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

Have you attached the following?

- Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.
- Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.
- Response to Submittal Checklist.** All applications require response to applicable review standards. These standards are outlined on the Submittal Checklists for each application type. If a pre-application conference is held, the Submittal Checklists will be provided at the conference. If no pre-application conference is required, please see the Administrative Manual for the applicable Checklists. The checklist is intended as a reference to assist you in submitting a sufficient application; submitting a copy of the checklist itself is not required.

**FORMAT.**

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

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

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

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

George Putnam  
Signature of Owner or Authorized Applicant/Agent  
George Putnam  
Name Printed

10/19/2016  
Date  
Senior Planner  
Title



**Application Submittal Checklist for a  
SUBDIVISION PLAT (S/D)  
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)

**APPLICABILITY.** *This checklist should be used when submitting an application for a Subdivision Plat or when submitting an application to amend an existing subdivision plat. The purpose of the subdivision plat procedure is to ensure that the subdivision of land and airspace complies with the purpose and standards of the LDRs and State statute. The subdivision plat process also ensures orderly land records, proper recordation of land ownership and property owner association records, and provision of rights-of-way for streets and utilities.*

**When is a Subdivision Plat required?**

A subdivision plat is required for all division of land or airspace, including condominium and townhouse subdivisions, unless the division meets the standards for an Exempt Land Division (see Section 8.5.4) or a Boundary Adjustment (see Section 8.5.5). Development options that require a subdivision plat are identified in the standards for each zone, found in Articles 2-4, Subsection D.4, Permit Requirement Thresholds.

**Do I need a Pre-Application Conference first?**

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

**Note:** *The form and content of a subdivision plat is established by Wyoming state statute and the LDRs, and review of a subdivision plat is a technical review. Strict adherence to the standards and submittal requirements outlined in this checklist is required.*

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

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

**FINDINGS FOR APPROVAL.** *The application shall include a narrative statement addressing each of the applicable Findings for Approval, found in Section 8.5.3, Subdivision Plat.*

A plat shall be approved upon a finding the proposed plat:

1. Is in substantial conformance with an approved development plan or development option plan;
2. Complies with the standards of this Section.
3. Complies with the subdivision standards of Div. 7.2.; and
4. Complies with all other relevant standards of these LDRs and other County Resolutions.

**GENERAL INFORMATION.**

\_\_\_\_\_ **Title Report.** A title report or title certificate prepared within the last six months that includes evidence of all easements and deed restrictions on the property and for access and utilities across any properties not under the control of the owner or applicant to the development from a dedicated public road. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review. Applications for amendment of a Subdivision Plat may be exempt from the requirement to include a title report, depending on circumstances. Check with the Planning Department for confirmation.

**INITIAL SUBMITTAL.**

**The initial application submittal for a new subdivision plat or amendment to a subdivision plat which constitutes a vacation requiring a new plat map shall include the following:**

- \_\_\_\_\_ **Plat Map.** One copy of the proposed subdivision plat map, prepared to the standards outlined in the Administrative Manual. The initial plat map submittal shall be on paper, rather than mylar. The applicant may be required to submit additional hard copies of the plat if requested by the Technical Review Committee.
- \_\_\_\_\_ **Notice of Intent.** Evidence that the applicant has published a "Notice of Intent to Subdivide" once each week for 2 weeks within 30 calendar days prior to filing this application, pursuant to Wyoming statutes as amended.
- \_\_\_\_\_ **Subdivision Improvements Agreement.** If applicable, the proposed Subdivision Improvements agreement, prepared in the form established in the Administrative Manual.
- \_\_\_\_\_ **Documents to be Recorded.** Copies of any documents to be recorded with the subdivision plat, in draft form, including, but not limited to: affidavits of owner, mortgagee, or surveyor; covenants, conditions and restrictions (CC&Rs); conservation easements, well easements, access easements, etc.

**The initial application submittal for an amendment to a subdivision plat where no new plat map is required shall include the following:**

- \_\_\_\_\_ **Request.** A narrative explanation of the proposed vacation, including the plat number, sheet number, and reason for the proposed request.
- \_\_\_\_\_ **Instrument.** A draft partial vacation instrument, based on the form provided in the Administrative Manual, to be recorded to document the approval.
- \_\_\_\_\_ **Documents or Exhibits to be Recorded.** Draft copies of any other documents or exhibits to be recorded with the partial vacation instrument, including, but not limited to, building envelope maps, easements, etc.

**PRE-HEARING PACKET SUBMITTAL.** *The following shall be delivered to the Planning Department no later than 9:00am the business day before the Board of County Commissioner packets go out for the scheduled public hearing on the proposed subdivision plat or amendment:*

- \_\_\_\_\_ **Plat Map.** One full size copy of the plat map, reflecting all revisions requested by the Technical Review Committee, for the Board of County Commissioners' packets. The map should be printed on paper, not mylar.

**HEARING SUBMITTAL.** *The following shall be delivered to the Planning Department no later than 9:00am the business day before the scheduled public hearing:*

- \_\_\_\_\_ **Mylar Plat Map.** The original mylar, fully signed and notarized, apart from the final signature required by the Board of County Commissioners.
- \_\_\_\_\_ **Original Documents.** Signed and notarized original documents to be recorded with the plat.

**PRIOR TO RECORDING.** *Prior to recording of the plat and associated documents with the County Clerk, the following must be provided to the Planning Department:*

- \_\_\_\_\_ **Survey in digital format.** An Autocad compatible DXF or DWG file must be provided for all subdivision plats and maps of survey. The DXF or DWG file must include all boundary, lot, unit and easement lines of the subdivision or survey.
- \_\_\_\_\_ **Payment of Fees.** Payment of all fees associated with plat review, including technical review fees, neighbor notice fees, exactions, and/or required performance bonds or other financial assurances.

October 14, 2016

we define, design & deliver  
the places where you play, live & work



Roby Hurley  
Teton County Planning & Development  
P.O. Box 1727  
200 S. Willow  
Jackson, WY 83001

**RE: Final Plat Application for Partial Vacation of Lots 6 and 7, Blue Mountain Bench Master Plan, recorded as Plat No. 886**

Dear Roby:

On behalf of Blue Mountain Bench, LLC, we are submitting this Final Plat application to request the Board of County Commissioners to vacate the common lot line of Lots 6 and 7, Blue Mountain Bench Master Plan. This application is made in accordance with Division 8.2.13.C.5.(d) of the LDRs.

Enclosed are the following items for your review:

- (1) Final Plat application and supplemental documents including:
  - Check for \$450.00
  - Copy of the Letter of Authorization
  - Copy of most recent Warranty Deed
  - Notice of Intent to Subdivide
  - Title Report
  - Copy of the draft instrument for Partial Vacation of Plat
  - Copy of the exhibit showing proposed lot combination

Please do not hesitate to contact me at 733-5429 or [george@plwllc.com](mailto:george@plwllc.com) if you have any questions concerning this transmittal. I look forward to hearing from you as you conduct your sufficiency review.

Sincerely,

  
George Putnam  
Pierson Land Works, LLC

Enclosure(s)

Teton County Planning and Development  
200 S. Willow, P.O. Box 1727  
Jackson, WY 83001  
Phone (307)733-7030 Fax (307) 739-9208



**LETTER OF AUTHORIZATION BY OWNER**

THE LETTER OF AUTHORIZATION IS TO BE SUBMITTED ONLY IF THE APPLICANT/AGENT IS NOT THE RECORDED OWNER OF THE PROPERTY. THE RECORDED OWNER MUST SIGN THE LETTER OF AUTHORIZATION AND HAVE IT NOTARIZED.

**OWNER, CO-OWNER, OR CORPORATE OWNER:**

Name: Morgan Family/Blue Mountain Bench  
Physical Address of Property: 2330 N. Blue Mountain Lane and 5575, 5630, 5680, 5730 & 5870 W. Blue Mountain Road  
Mailing Address: PO Box 517, Wilson, WY  
Zip code: 83014 Phone: \_\_\_\_\_  
Email: wmorgan@wyoming.com

**AGENT OR CONTRACTOR:** (If authorizing Agent and Contractor, fill out a form for each)

Name: Pierson Land Works, LLC  
Mailing Address: PO Box 1143, Jackson, WY  
Zip code: 83001 Phone: 307-733-5429  
Email: scott@plwllc.com

Owner, Co-Owner, or Corporate Owner, ("Owner") which property is specifically described as Lots 1-6, Blue Mountain Bench Master Plat, No. 886

hereby authorizes Agent or Contractor, as stated above, to represent and/or act for Owner in making application for, receiving, and accepting on Owner's behalf, any permits or other action by the Teton County Commissioners, Planning and Development, Building, and/or Engineering Departments relating to Owner's Property in Teton County, and the modification, development, planning, platting, replatting, improvements, use or occupancy of land, or energy mitigation in Teton County. Owner acknowledges and agrees to be bound and must abide by the written terms or conditions of issuance of any such named Agent or Contractor, whether actually delivered to Owner or not. Owner agrees that no modification, development, planning, platting or replatting, improvements, use or occupancy of land, or energy mitigation involved in any application, as it relates to Owner's Property, shall take place until approved by the appropriate official(s) of Teton County, in accordance with all applicable codes and regulations. Owner agrees to pay any fines and/or mitigation fees to Teton County and will be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes, and/or regulations applicable to the action sought to be permitted by the application authorized herein. Owner agrees and authorizes Agent or Contractor to pay any fines and/or mitigation fees to Teton County and for the Agent or Contractor to accept and receive any reimbursement or fee payments due to Owner from Teton County, including but not limited to energy mitigation fees.

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

.....  
**OWNER, CO-OWNER, CORPORATE OWNER:**

Print Name: WENDY MORGAN  
Signature: *Wendy Morgan*  
Title: co-owner

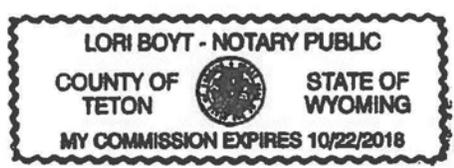
STATE OF Wyoming SS.  
COUNTY OF Teton

Subscribed and sworn to before me by Wendy Morgan this  
25<sup>th</sup> day of March, 2016.

WITNESS my hand and official seal.

*L. Boyt*  
Notary Public

My commission expires: 10/22/18



CONVEYANCE

WENDY MORGAN, duly acting as the sole Trustee of the LISA MORGAN TRUST established u/t/a dated December 15, 1975, of P.O. Box 517, Wilson, Wyoming 83014, GRANTOR, for adequate consideration, receipt of which is hereby acknowledged, CONVEYS and QUITCLAIMS to BLUE MOUNTAIN BENCH LLC, a Wyoming limited liability company, of P.O. Box 517, Wilson, Wyoming 83014, GRANTEE, any and all of Grantor's interest in and to the following described property situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State for these purposes, to-wit:

The Blue Mountain Bench, a subdivision of Teton County, Wyoming, according to that Master Plat recorded November 6, 1996 as Plat No. 886,

including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, and any rights of grantor to minerals thereunder, but subject to taxes, assessments, covenants, conditions, restrictions, reservations, rights-of-way and easements of sight or record.

Parcel Identification Nos.: 22-41-17-15-3-01-001  
22-41-17-15-3-01-002  
22-41-17-15-3-01-003  
22-41-17-15-3-01-004  
22-41-17-15-3-01-005  
22-41-17-15-3-01-006  
22-41-17-15-3-01-007

RELEASED	<input type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
ABSTRACTED	<input checked="" type="checkbox"/>
SCANNED	<input type="checkbox"/>

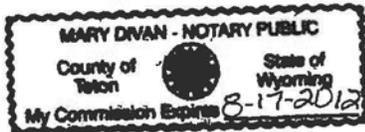
WITNESS the due execution and delivery of this instrument effective as of the 25<sup>th</sup> day of December, 2009.

*Wendy Morgan*  
WENDY MORGAN, duly acting  
as sole Trustee for said Trust

STATE OF WYOMING )  
                          )ss.  
COUNTY OF TETON )

The foregoing Conveyance was acknowledged before me by Wendy Morgan, duly acting as sole Trustee of said Trust, this 25<sup>th</sup> day of January, 2010.

WITNESS my hand and official seal.



*Mary Divan*  
Notary Public

(seal)  
My commission expires:

GRANTOR: MORGAN, WENDY TRUSTEE  
GRANTEE: BLUE MOUNTAIN BENCH LLC  
Doc #767692 bk 750 pg 1-1 Filed At 14:40 ON 02/05/10  
Sherry L. Daigle Teton County Clerk fees: 8.00  
By Richele Fairhurst Deputy

**Lori Boyt**

---

**From:** Rodolfo Perez, Legal Dept./JH News&Guide <legals@jhnewsandguide.com>  
**Sent:** Tuesday, October 11, 2016 11:03 AM  
**To:** Lori Boyt  
**Subject:** Re: Notice of Intent

Hi Lori,  
I have received your email and will run the legal as requested.

Thank you,

Rudy Perez  
Legals Notices  
Jackson Hole News&Guide  
307.733.2047 ext 102

On Oct 11, 2016, at 10:52 AM, Lori Boyt <lori@plwllc.com> wrote:

Dear News and Guide-

Please publish the below notice.

Thank you

---

**NOTICE OF INTENT TO SUBDIVIDE**

Notice is hereby given that in accordance with Chapter 18-35-306 Wyoming Statutes, 1977, as amended, Blue Mountain Bench, LLC, owner, of Lots 6 and 7, Blue Mountain Bench Master Plan, intends to apply for a permit to adjust the boundary line between the two lots located within Teton County. The project is generally located at 5845 and 5680 W. Blue Mountain Road.

Filing for said permit will occur at a regular meeting of the Teton County Board of County Commissioners in the board room at the Teton County Administration Building. Please contact the Teton County Planning Department at (307) 733-3959 for the scheduled meeting date and additional information.

---

Do not print

contents below line:

---

Please publish: October 19<sup>th</sup> and October 26<sup>th</sup>, 2016

Bill to:  
Pierson Land Works LLC  
P.O. Box 1143  
Jackson, WY 83001

Lori Boyt  
Office Manager

<image002.png>

Jackson, WY | 307.733.5429

Driggs, ID | 208.354.5429

Idaho Falls, ID | 208.529.5429

[www.plwllc.com](http://www.plwllc.com)

**Issued To:**

**Individual Parties (WTE)**

**Report No.:** W-16596  
**Effective Date:** July 25, 2016  
**Current Date:** August 15, 2016  
**Cost:** \$\$0.00

**Project Reference:**

**Property Address:** 5575 West Blue Mountain Road, Wilson, WY 83014  
5630 West Blue Mountain Road, Wilson, WY 83014  
5680 West Blue Mountain Road, Wilson, WY 83014  
5730 West Blue Mountain Road, Wilson, WY 83014  
2330 North Blue Mountain Lane, Wilson, WY 83014  
5845 West Blue Mountain Road, Wilson, WY 83014  
5870 West Blue Mountain Road, Wilson, WY 83014

**County:** Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

Blue Mountain Bench LLC, a Wyoming limited liability company

2. The land referred to in this Report is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

**Issued By:**

WYOMING TITLE & ESCROW, INC.  
Liz Jorgenson/Christina Feuz, Co-Managers  
Phone: 307.732.2983

**This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The property described herein is situated in the State of Wyoming, County of Teton, unincorporated area:

Lots 1, 2, 3, 4, 5, 6 and 7 of the Blue Mountain Bench Master Plat, Teton County, Wyoming, according to the plat recorded in the Office of the Teton County Clerk on November 6, 1996 as Plat No. 886.

PIDN: 22-41-17-15-3-01-001, 22-41-17-15-3-01-002, 22-41-17-15-3-01-003, 22-41-17-15-3-01-004, 22-41-17-15-3-01-005, 22-41-17-15-3-01-006, 22-41-17-15-3-01-007

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO)  
THE FOLLOWING:

1. Taxes, special and general, assessment districts and service areas for the year 2016.  
Tax ID No.: 04-002816 Affects Lot 1  
1st Installment: \$2,062.99 OPEN  
2nd Installment: \$2,062.99 OPEN  
  
Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
2. Taxes, special and general, assessment districts and service areas for the year 2016. Affects Lot 2  
Tax ID No.: 04-002817  
1st Installment: \$612.19 OPEN  
2nd Installment: \$612.19 OPEN  
  
Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
3. Taxes, special and general, assessment districts and service areas for the year 2016. Affects Lot 3  
Tax ID No.: 04-002818  
1st Installment: \$3,033.12 OPEN  
2nd Installment: \$3,033.12 OPEN  
  
Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
4. Taxes, special and general, assessment districts and service areas for the year 2016 Affects Lot 4.  
Tax ID No.: 04-002819  
1st Installment: \$4,384.84 OPEN  
2nd Installment: \$4,384.84 OPEN  
  
Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
5. Taxes, special and general, assessment districts and service areas for the year 2016 Affects Lot 5.  
Tax ID No.: 04-002820  
1st Installment: \$4,470.94 OPEN  
2nd Installment: \$4,470.94 OPEN  
  
Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
6. Taxes, special and general, assessment districts and service areas for the year 2016. Affects Lot 6  
Tax ID No.: 04-002821  
1st Installment: \$22.24 OPEN  
2nd Installment: \$22.24 OPEN  
  
Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
7. Taxes, special and general, assessment districts and service areas for the year 2016 Affects Lot 7.  
Tax ID No.: 04-002822  
1st Installment: \$55.86 OPEN  
2nd Installment: \$55.85 OPEN

Wyoming Title & Escrow  
Ownership and Encumbrance Report  
Report No.: W-16596

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.

8. Assessments for the Blue Mountain Bench Homeowners Association, if any, which are excluded from the coverage afforded hereby.
9. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded October 7, 1966, as (book) 12 of Mixed Records (page) 553, Official Records.  
B12P553  
Affects Lot 4
10. Record of Survey recorded December 9, 1973, as (book) T-124, Official Records.  
Survey T-124
11. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as shown in a document recorded May 14, 1973, as (book) 25 (page) 43-45, Official Records:  
Purpose: INGRESS AND EGRESS  
B25P43  
Said easement also shown in document recorded July, 11, 1973 in book 26, page 523.  
B26P523
12. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded December 8, 1976, as (book) 53 (page) 105, Official Records.  
B53P105  
Affects Lot 4.
13. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as shown in a document recorded November 10, 1977, as (book) 64 (page) 198, Official Records:  
Purpose: INGRESS AND EGRESS  
B64P198
14. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded August 6, 1991, as (book) 240 (page) 603, Official Records.  
B240P603
15. Terms and Conditions of contract for purchase of power, recorded August 6, 1991, as (book) 240 (page) 604, Official Records.  
B240P604
16. Terms and Conditions of an appurtenant grant of reciprocal easement by and between the Morgans and the Bresslers, recorded April 13, 1993, as (book) 268 (page) 446, Official Records.  
B268P446

17. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as shown in a document recorded April 28, 1994, as (book) 289 (page) 167, Official Records:  
Purpose: ROADWAY  
B289P167

18. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Covenants, Conditions and Restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document recorded April 28, 1994, as (book) 289 (page) 170, Official Records.  
B289P170

Contains: Homeowners association charges, assessments and liens.

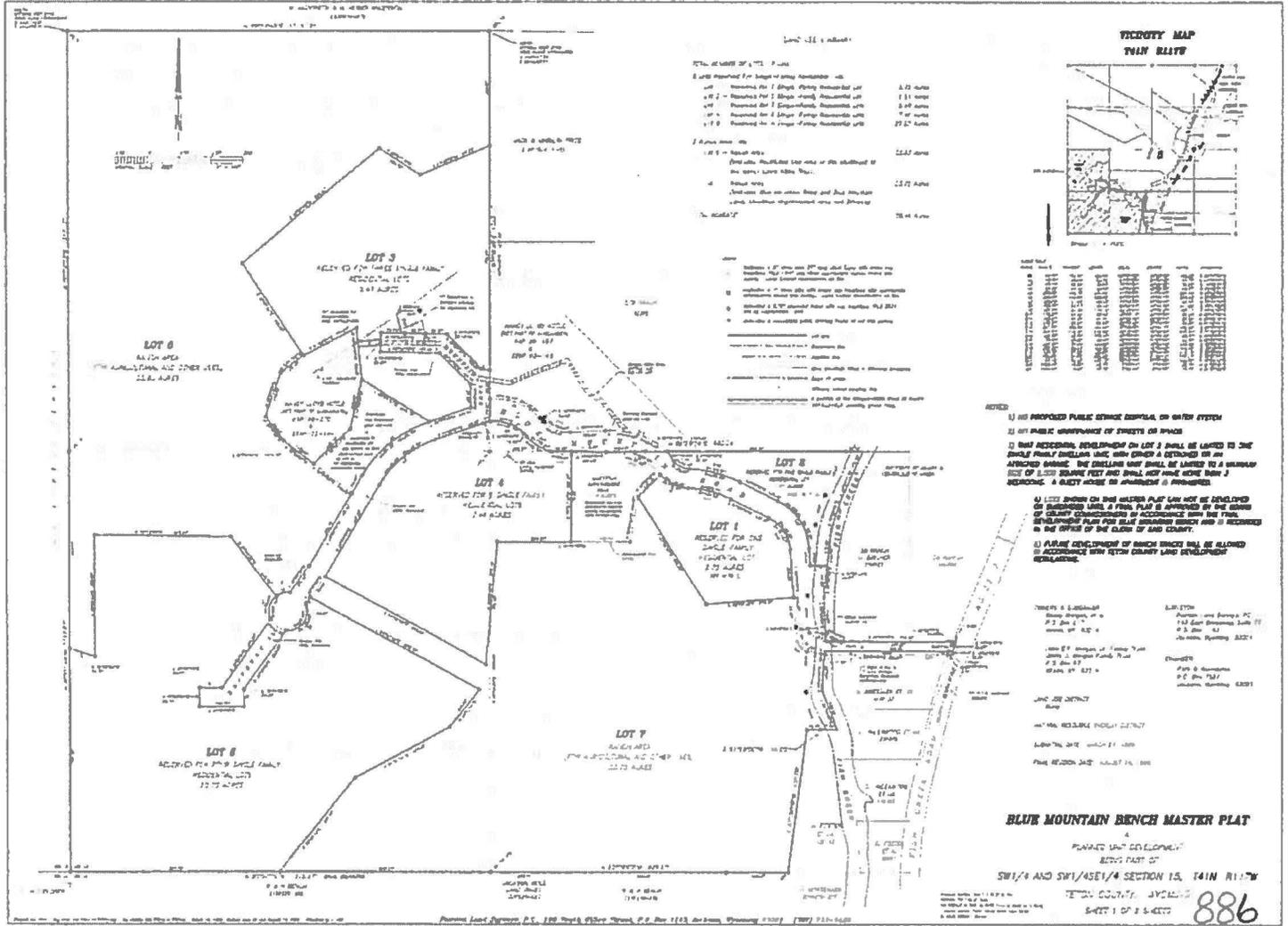
19. An appurtenant easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as shown in a document recorded July 1, 1996, as (book) 322 (page) 89, Official Records:  
Purpose: NON-EXCLUSIVE ROADWAY AND UTILITY EASEMENT  
B322P89

20. All matters as delineated on the Official Plat of Blue Mountain Bench Master Plat, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 886.  
Plat 886

21. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Covenants, Conditions and Restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document recorded November 6, 1996, as (book) 327 (page) 852, Official Records.  
B327P852

Contains: Homeowners association charges, assessments and liens.

\*\*\*\*\* End of Exceptions \*\*\*\*\*



- Lot 1 - 1.00 Acre**
- 1.00 - 1.00 Acre
  - 1.00 - 1.00 Acre



Lot No.	Area (Acres)	Remarks
1	1.00	1.00 Acre
2	1.00	1.00 Acre
3	1.00	1.00 Acre
4	1.00	1.00 Acre
5	1.00	1.00 Acre
6	1.00	1.00 Acre
7	1.00	1.00 Acre

- NOTES:**
- 1) NO REQUIRED PUBLIC STAKE DEPICTED ON EITHER SYSTEM
  - 2) NO PUBLIC IMPORTANCE OF STREETS OR HIGHWAYS
  - 3) THIS RECORDING DEVELOPMENT ON LOT 3 SHALL BE LIMITED TO THE SHOWN PUBLIC EASEMENT AND SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ATTACHED EASEMENT. THE EASEMENT SHALL BE LIMITED TO A MAXIMUM OF 100 SQUARE FEET AND SHALL NOT BE MORE THAN 2 FEET WIDE. A DEED SHALL BE SUBMITTED TO THE COUNTY CLERK.
  - 4) THIS EASEMENT ON THE OTHER PLAT MAY NOT BE DEVELOPED OR RECORDED UNLESS A FINAL PLAT IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS IN ACCORDANCE WITH THE FINAL DEVELOPMENT PLAN FOR BLUE MOUNTAIN BENCH AND IS RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY.
  - 5) ALL THE DEVELOPMENT OF WHICH EASEMENT SHALL BE RECORDED IN ACCORDANCE WITH NEBRASKA COUNTY LAND DEVELOPMENT REGULATIONS.

**THOMAS & SUGGARD**  
 Surveyors, Lincoln, Nebraska  
 P.O. Box 1111  
 Lincoln, Nebraska 68501

**RECORDED**  
 P.O. Box 1111  
 Lincoln, Nebraska 68501

**FILED**  
 P.O. Box 1111  
 Lincoln, Nebraska 68501

**BLUE MOUNTAIN BENCH MASTER PLAT**  
 A  
 PLANNED UNIT DEVELOPMENT  
 BEING PART OF  
 SW1/4 AND SW1/4SE1/4 SECTION 15, T41N R11W  
 LINCOLN COUNTY, NEBRASKA  
 SHEET 1 OF 2 SHEETS

886

JEFFERSON COUNTY

And it is further ordered that the said...

JEFFERSON COUNTY

And it is further ordered that the said...

JEFFERSON COUNTY

And it is further ordered that the said...



BLISS MOUNTAIN BENCH MASTER PLAT
JEFFERSON COUNTY, MISSOURI
SHT. 4 AND SHT. 48E/4 SECTION 10, T6N R16W
TETON COUNTY, WYOMING
S48T 2 OF S4E12 886

91148

**RIGHT-OF-WAY EASEMENT**

\$2.00

John Morgan

THE STATE OF WYOMING, County of Teton ss.  
Filed for record in my office this 7th day of October  
A. D. 1966 at 2:55 o'clock P. M., and recorded in Book 12  
of Mixed Records On Page 553. V. Jolyne Coonse, County  
Clerk and Ex-Officio Recorder of Deeds.

Lower Valley Power  
and Light, Inc.

**RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS That we, the undersigned  
John Morgan  
for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby  
grant unto

LOWER VALLEY POWER AND LIGHT, INC.  
a cooperative corporation, (hereinafter called the Corporation), whose post office address  
is Arden, Wyoming, and to its successors or assigns, the perpetual right to enter upon the  
lands of the undersigned situated in the County of Teton, State of Wyoming and more particularly  
described as follows:

Portion of Section 15, Township 41 N, Range 117 W.  
Location of power line beginning at a point approximately N 21° W  
and 145' from the Northeast corner of the SW 1/4 Section 15,  
Township 41 N, Range 117 W, thence approximately S 60° W and 544 feet.

and to construct, reconstruct, rephase, repair, operate and maintain on the above described  
lands and/or in or upon all streets, road or highways abutting said lands, an electric  
transmission and/or distribution line or system, to cut and trim trees and shrubbery located  
within 20 feet of the center line or system or that may interfere with or threaten to  
endanger the operation and maintenance of said line or system, and to license, permit, or  
otherwise agree to the joint use or occupancy of the line or system by any other person,  
association or corporation for electrification or telephone purposes.

The undersigned agree that all poles, wires and other facilities, installed on the  
above described lands at the Corporation's expense, shall remain the property of the Cor-  
poration, removable at the option of the Corporation.

The undersigned covenant that they are the owners of the above-described lands and that  
the said lands are free and clear of encumbrances and liens of whatsoever character except  
those held by the following persons, to-wit:

Rock Springs National Bank, Rock Springs, Wyo.

The installation and maintenance of said electric transmission or distribution line or  
system shall be done with care, and all damage to the premises caused thereby shall be  
repaired at the expense of the Corporation.

Any rights of homestead or other interest the undersigned may have, inconsistent with  
the rights hereinabove conferred are hereby waived and relinquished to the extent necessary  
to permit the free enjoyment of said rights and to that extent only.

IN WITNESS WHEREOF the undersigned have set their hands and seals this 1st day of  
Sept. A. D. 1966.

John Morgan

Signed, Sealed and Delivered  
in the presence of:

THE STATE OF WYOMING )  
                          ) ss  
County of Teton       )

On this 1st day of Sept., 1966, before me personally appeared John Morgan to me known  
to be the person described in and who executed the foregoing instrument, and acknowledged  
that they executed the same as his free act and deed, including the release and waiver of  
the right of homestead, as to said easement rights.  
Given under my hand and Notarial Seal, this day and year in this certificate first above  
written.

Keith J. Shurtliff  
Notary Public

(NOTARY SEAL)  
My Commission expires Oct. 1st 1966.



WARRANTY DEED

JOHN E. P. MORGAN, JR., and GLORIA G. MORGAN, husband and wife, grantors of Teton County, Wyoming, for Ten (\$10) Dollars and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, CONVEY and WARRANT to JONATHAN G. LITTLE and NANCY LOYD LITTLE, husband and wife, grantees of Natrona County, Wyoming, the following described real estate situate in the County of Teton and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State, to-wit:

See EXHIBIT "A" attached hereto and made a part hereof and consisting of two pages

and subject to taxes, encumbrances, covenants, conditions, restrictions, reservations, rights, rights-of-way and easements of right and record, if any.

WITNESS OUR HANDS this 14 day of MAY, 1973.

*John E. P. Morgan*  
John E. P. Morgan

*Gloria G. Morgan*  
Gloria G. Morgan

SEARCHED	
INDEXED	
SERIALIZED	
FILED	

STATE OF WYOMING )  
COUNTY OF TETON )

Recorded 5-14 1973 at 11:30 a.m. in Book 25 of Photo Page 43 to 45 No. 130989 4.00 pd  
*W. Dalton Lewis* County Clerk

The foregoing instrument was acknowledged by John E. P. Morgan and Gloria G. Morgan, husband and wife, before me this 14th day of May, 1973.

Witness my hand and official seal.



*W. Dalton Lewis*  
Notary Public

Commission expires: 11/95

That part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 15, T41N, R117W, Teton County, Wyoming described as follows:

Beginning at a point S88°-44.7'W, 552.3 feet from the southeast corner of the said NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 15 where found a 2" galvanized steel pipe 30" long (BLM type) inscribed

"PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING T41N R117W SW 1/16 S15 1968";

thence N52°-24'W, 97.0 feet to a point;  
thence N36°-07'W, 81.0 feet to a point;  
thence N18°-50'E, 127.02 feet to a point;  
thence N55°-17'E, 83.0 feet to a point;  
thence N61°-55'E, 151.4 feet to a point;  
thence S05°-26'E, 19.4 feet to a point on the center-line of Morgan-Kittle Road;  
thence continuing S05°-26'E, 108.0 feet to a point;  
thence S12°-48'W, 149.1 feet to a point;  
thence S45°-37'W, 133.7 feet to the point of beginning;

encompassing an area of 1.300 acres, more or less;  
together with a right of ingress and egress along said Morgan-Kittle Road described as follows:

A strip of land twenty feet in width being part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and NW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 15;

Beginning at the thread of the channel of Fish Creek, N20°-17'W, 777.8 feet from the south one-quarter corner of said Section 15 where found a 2" galvanized steel pipe 30" long (BLM type) inscribed

"PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING T41N R117W 1/4 S15/S22 1967";

thence N56°-42'W, 87.5 feet to Station 0+87.5;  
thence N05°-13'W, 320.3 feet to Station 4+07.8;  
thence N62°-13'W, 279.7 feet to Station 6+87.5;  
thence S89°-11'W, 117.0 feet to Station 8+04.5;  
thence N43°-51'W, 128.1 feet to Station 9+32.6 on the south line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ,

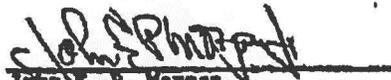
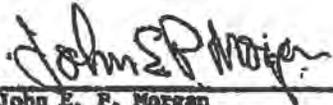
  
John E. P. Morgan  
  
Gloria G. Morgan

EXHIBIT A

N89°-55'E, 413.3 feet from the said southeast corner of said tract;  
thence continuing N43°-51'W, 216.8 feet to Station 11+49.4;  
thence N59°-12'W, 50.5 feet to Station 11+99.9;  
thence N31°-43'W, 121.8 feet to Station 12+21.7;  
thence S67°-33'W, 190.0 feet to Station 15+11.7;  
thence N81°-17'W, 63.1 feet to Station 15+74.5 on the east line of said tract  
of said Section 15; N00°-35'E, 223.5 feet from the said southeast corner of said tract;  
thence continuing N81°-17'W, 40.9 feet to Station 16+15.7;  
thence N45°-28'W, 152.7 feet to Station 17+68.4;  
thence N88°-53'W, 193.1 feet to Station 19+61.5;  
thence S85°-26'W, 90.2 feet to Station 20+51.7 on the east line of said tract, S85°-26'E,  
19.4 feet from the northeast corner of said tract;  
together with a right of ingress and egress along the strip of land of record in the  
Office of the Clerk of Teton County Inbook 12 of Deeds on page 180;  
each point on the tract being marked by a steel T-shaped stake 24" long with brass  
cap inscribed "SURVEY POINT DO NOT DISTURB ALS164";  
all in accordance with the map prepared and filed in the said Office.

  
John E. F. Morgan

  
Gloria G. Morgan

EXHIBIT A

RECAPITULATION OF CONVEYANCE

The following described real property was conveyed by Warranty Deed, duly recorded by the County Clerk of Teton County, State of Wyoming, on the 14th day of May, 1973, in Book 25 of Photo pages 43 through 46, of Instrument No. 130889, wherein JOHN E. P. MORGAN, JR. and GLORIA G. MORGAN, husband and wife, conveyed and warranted to JONATHAN G. LITTLE and NANCY LOYD LITTLE said real property, to-wit:

See EXHIBIT "A" attached hereto and made a part hereof and consisting of two pages.

The name of the grantees in said instrument contains a typographical error, and it is the present intent of the parties to that conveyance, and it is the intent of this instrument to reform the name of the grantees described in said instrument to read JONATHAN G. KITTLE and NANCY LOYD KITTLE.

WITNESS OUR HANDS this 11<sup>th</sup> day of July, 1973.

John E. P. Morgan, Jr.  
John E. P. Morgan, Jr.

Gloria G. Morgan  
Gloria G. Morgan

Jonathan G. Kittle  
Jonathan G. Kittle

Nancy Loyd Kittle  
Nancy Loyd Kittle

SEARCHED	
INDEXED	✓
ABSTRACTED	✓

Recorded 7-11-73	1973 at 1110	5.00 per p.
In Book 25	of 130889	Page 521 to 526
D. J. ...		County Clerk

STATE OF WYOMING

COUNTY OF TETON

as

The foregoing instrument was acknowledged by John E. F. Morgan, Jr. and Gloria G. Morgan, husband and wife, before me this 11<sup>th</sup> day of July, 1973.

Witness my hand and official seal.



Linda Norman  
Notary Public

My commission expires: May 11 1976

STATE OF WYOMING

COUNTY OF Carbon

as

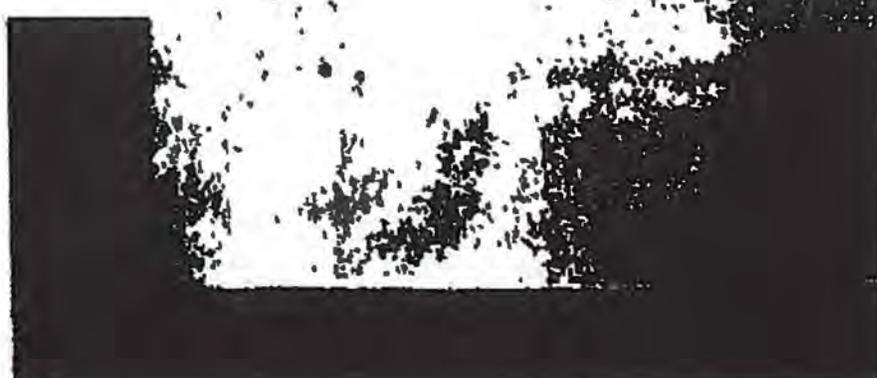
The foregoing instrument was acknowledged by Jonathan G. Kittle and Nancy Lloyd Kittle, husband and wife, before me this 11<sup>th</sup> day of July, 1973.

Witness my hand and official seal.

(SEAL)

John G. Kittle

My commission expires:



That part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 15, T41N, R117W, Teton County, Wyoming described as follows:

Beginning at a point S88°-44.7'W, 552.3 feet from the southeast corner of the said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 15 where found a 2" galvanized steel pipe 30" long (BLM type) inscribed

"PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING T41N R117W SW 1/16 S15 1968";

thence N52°-24'W, 97.0 feet to a point;

thence N36°-07'W, 81.0 feet to a point;

thence N18°-50'E, 127.02 feet to a point;

thence N53°-17'E, 83.0 feet to a point;

thence N61°-55'E, 151.4 feet to a point;

thence S05°-26'E, 19.4 feet to a point on the center-line of Morgan-Kittle Road;

thence continuing S05°-26'E, 108.0 feet to a point;

thence S12°-48'W, 149.1 feet to a point;

thence S45°-37'W, 133.7 feet to the point-of beginning;

encompassing an area of 1.300 acres, more or less;

together with a right of ingress and egress along said Morgan-Kittle Road described as follows:

A strip of land twenty feet in width being part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and NW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 15;

Beginning at the thread of the channel of Fish Creek, N20°-17'W, 777.8 feet from the south one-quarter corner of said Section 15 where found a 2" galvanized steel pipe 30" long (BLM type) inscribed

"PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING T41N R117W 1/4 S15/S22 1967";

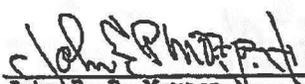
thence N56°-42'W, 87.5 feet to Station 0+87.5;

thence N05°-13'W, 320.3 feet to Station 4+07.8;

thence N62°-13'W, 279.7 feet to Station 6+87.5;

thence S89°-11'W, 117.0 feet to Station 8+04.5;

thence N43°-51'W, 128.1 feet to Station 9+32.6 on the south line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ .

  
John E. P. Morgan

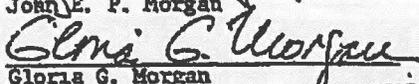
  
Gloria G. Morgan

EXHIBIT A

N89°-55'E, 493.3 feet from the said southeast corner of said NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>;  
thence continuing N43°-51'W, 216.8 feet to Station 11+49.4;  
thence N59°-12'W, 50.5 feet to Station 11+99.9;  
thence N31°-43'W, 121.8 feet to Station 13+21.7;  
thence S67°-39'W, 190.0 feet to Station 15+11.7;  
thence N81°-17'W, 63.1 feet to Station 15+74.8 on the east line of said NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>  
of said Section 15, N00°-36'E, 223.8 feet from the said southeast corner of said NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>;  
thence continuing N81°-17'W, 40.9 feet to Station 16+15.7,  
thence N45°-28'W, 152.7 feet to Station 17+68.4;  
thence N88°-53'W, 193.1 feet to Station 19+61.5;  
thence S85°-26'W, 90.2 feet to Station 20+51.7 on the east line of said tract, S05°-26'E,  
19.4 feet from the northeast corner of said tract;  
together with a right of Ingress and egress along the strip of land of record in the  
Office of the Clerk of Teton County in Book 12 of Deeds on page 180;  
each point on the tract being marked by a steel T-shaped stake 24" long with brass  
cap inscribed "SURVEY POINT DO NOT DISTURB RLS164";  
all in accordance with the map prepared and filed in the said Office.

*John E. P. Morgan*

John E. P. Morgan

*Gloria G. Morgan*

Gloria G. Morgan

EXHIBIT *A*

EASEMENT

JU-725

KNOW ALL MEN BY THESE PRESENTS

That we, the undersigned, JOHN E.P. MORGAN and GLORIA GREENLEY MORGAN

husband and wife, for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Power and Light, Inc., a Cooperative Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, a perpetual easement and right-of-way for the construction and continued maintenance, repair, alteration and replacement of the electric distribution circuits of the grantee to be constructed and maintained under, over, upon, and across the premises of grantor in Teton County, State of Wyoming

along a line described as follows, to-wit: Being in the SW 1/4 of Section 15, T.41N., R.117W. Starting at a point S.61°E., 49 feet; from the SW 1/16 corner of Section 15. Thence N. 37°E., 30 feet exiting Morgan property at this point. Easement width to be 5 feet on each side of described line.

Together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of said facilities.

The undersigned agree that all poles, wires and other facilities, installed on the above described land at the grantee's expense shall remain the property of the grantee, removable at the option of the grantee.

We hereby release and waive all rights under and by virtue of the homestead exemption laws of the said State.

WITNESS the Hand of said Grantor, this 10th day of November, 1976.

John E.P. Morgan
Gloria G. Morgan

STATE OF WYOMING

COUNTY OF TETON

The foregoing instrument was acknowledged before me this 10th day of November, 1976.

John E.P. Morgan and Gloria G. Morgan



Leonard Klein
Signature

Notary Public
Title of Officer

My Commission Expires July 23, 1979.

Table with 2 columns and 4 rows: RECORDED, COMPARED, INDEXED, RETURNED.

Recorded 12-8 1976 at 1:50 o'clock P.M.
in Book 53 of Photo Page 105
No. 154650 3.00 pd
D. Johnson County Clerk

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That Jonathan G. Kittle

of the County of Teton State of Wyoming

in consideration of the sum of

Ten (\$10.00)

DOLLARS

to In hand paid by Nancy Lloyd Kittle

the receipt whereof is hereby confessed and acknowledged, has revised, released, and forever quitclaimed and by these presents do as for his heirs, executors and administrators, recede, release and forever quitclaim unto the said Nancy Lloyd Kittle, her

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as \_\_\_\_\_ have or ought to have, in or to all the following described premises, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Nancy Lloyd Kittle, her

heirs and assigns, to his and their own proper use and behoof forever. So that neither Jonathan G. Kittle

nor any other person in his name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand and seal this 7th day of September, A. D., 19 77.

Signed, sealed and delivered in the presence of:

Jonathan G. Kittle (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

ACKNOWLEDGMENT

State of Wyoming ss. 176672 V. Jolynn Coonce  
County of Teton \$6.00 pd Photo 198-200  
DR. Nancy Kittle

The foregoing instrument was acknowledged before me by Jonathan G. Kittle

\_\_\_\_\_ 7th day of September 19 77.

Witness my hand and official seal.

Seale D. Peterson  
Signature

My Commission Expires Sept 27, 1980

Title of Officer

RECORDED	
COMPARED	
INDEXED	
ABSTRACTED	



That part of the NE 1/4 and SW 1/4 of Section 15, T4N, R11W, Teton County, Wyoming described as follows:

Beginning at a point S88°-44.7'W, 552.3 feet from the southeast corner of the said NE 1/4 of said Section 15 where found a 2" galvanized steel pipe 30" long (BLM type) inscribed

"PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING T4N R11W SW 1/16 S15 1968"

thence N52°-24'W, 97.0 feet to a point;

thence N36°-07'W, 81.0 feet to a point;

thence N18°-50'E, 127.02 feet to a point;

thence N53°-17'E, 83.0 feet to a point;

thence N61°-25'E, 151.4 feet to a point;

thence S05°-26'E, 19.4 feet to a point on the center-line of Morgan-Kittie Road;

thence continuing S05°-26'E, 108.0 feet to a point;

thence S12°-48'W, 149.1 feet to a point;

thence S46°-37'W, 133.7 feet to the point of beginning;

encompassing an area of 1.300 acres, more or less;

together with a right of ingress and egress along said Morgan-Kittie Road described as follows:

A strip of land twenty feet in width being part of the SE 1/4, NE 1/4 and SW 1/4 of said Section 15;

Beginning at the thread of the channel of Fish Creek, N20°-17'W, 777.8 feet from the south one-quarter corner of said Section 15 where found a 2" galvanized steel pipe 30" long (BLM type) inscribed

"PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING T4N R11W 1/4 S15/S22 1967"

thence N55°-42'W, 87.5 feet to Station 0+87.5;

thence N75°-13'W, 320.3 feet to Station 4+07.8;

thence N52°-13'W, 273.7 feet to Station 6+67.5;

thence S89°-11'W, 117.0 feet to Station 8+04.5;

thence N43°-51'W, 125.1 feet to Station 9+32.6 on the south line of

$N89^{\circ}-55'E$ ; 493.3 feet from the said southeast corner of said  $NW\frac{1}{4}S16E$ ;  
thence continuing  $N43^{\circ}-51'W$ , 216.8 feet to Station 11+49.4;  
thence  $N59^{\circ}-12'W$ , 50.5 feet to Station 11+99.9;  
thence  $N31^{\circ}-43'W$ , 121.8 feet to Station 13+21.7;  
thence  $S67^{\circ}-39'W$ , 190.0 feet to Station 15+11.7;  
thence  $N31^{\circ}-17'W$ , 63.1 feet to Station 15+74.8 on the east line of said  $NW\frac{1}{4}S16E$   
of said Section 15,  $N00^{\circ}-36'E$ , 223.8 feet from the said southeast corner of said  $NW\frac{1}{4}S16E$ ;  
thence continuing  $N31^{\circ}-17'W$ , 40.9 feet to Station 16+15.7;  
thence  $N45^{\circ}-28'W$ , 152.7 feet to Station 17+68.4;  
thence  $N88^{\circ}-53'W$ , 193.1 feet to Station 19+61.5;  
thence  $S89^{\circ}-26'W$ , 90.2 feet to Station 20+51.7 on the east line of said tract,  $S05^{\circ}-26'E$ ,  
19.4 feet from the northeast corner of said tract;  
together with a right of ingress and egress along the strip of land of record in the  
Office of the Clerk of Teton County InBook 12 of Deeds on page 180;  
each point on the tract being marked by a steel T-shaped stake 2 1/2" long with brass  
cap inscribed "SURVEY POINT DO NOT DISTURB RLS164";

---

all in accordance with the map prepared and filed in the said Office.

---

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That Jonathan G. Kittle

of the County of Teton State of Wyoming

in consideration of the sum of

Ten (\$10.00)

DOLLARS

to In hand paid by Nancy Lloyd Kittle

the receipt whereof is hereby confessed and acknowledged, has renounced, released, and forever quitclaimed and by these presents do give for his heirs, executors and administrators, renounce, release and forever quitclaim unto the said Nancy Lloyd Kittle, her

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as have or ought to have, in or to all the following described premises, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Nancy Lloyd Kittle, her

heirs and assigns, to his and their own proper use and behoof forever. So that neither Jonathan G. Kittle

nor any other person in his name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand and seal this 7th day of September, A. D., 1977

Signed, sealed and delivered in the presence of;

Jonathan G. Kittle (SEAL) (SEAL) (SEAL) (SEAL)

ACKNOWLEDGMENT

State of Wyoming

County of Teton

11-10 77 9:30 G. A. Photo 198-200

176622

ss. \$6.00 pd

V. Jolynn Coonce

The foregoing instrument was acknowledged before me by Jonathan G. Kittle

this 7th day of September 1977

Witness my hand and official seal.

My Commission Expires Sept. 27 1980

Leslie P. Peterson Signature

Title of Officer

Table with 4 rows: RECORDED, COMPARED, INDEXED, TRACED

That part of the NW 1/4 and SW 1/4 of Section 15, T41N, R117W, Teton County, Wyoming described as follows:

Beginning at a point S88°-44.7'W, 552.3 feet from the southeast corner of the said NW 1/4 of said Section 15 where found a 2" galvanized steel pipe 30" long (BLM type) inscribed

"PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING T41N R117W SW 1/16 S15 1968"

thence N52°-24'W, 97.0 feet to a point;

thence N35°-07'W, 81.0 feet to a point;

thence N18°-50'E, 127.02 feet to a point;

thence N53°-17'E, 83.0 feet to a point;

thence N51°-55'E, 151.7 feet to a point;

thence S05°-26'E, 19.4 feet to a point on the center-line of Morgan-Kittie Road;

thence continuing S05°-26'E, 108.0 feet to a point;

thence S12°-48'W, 149.1 feet to a point;

thence S45°-37'W, 133.7 feet to the point-of beginning;

encompassing an area of 1.300 acres, more or less;

together with a right of ingress and egress along said Morgan-Kittie Road described as follows:

A strip of land twenty feet in width being part of the SE 1/4, NE 1/4 and SW 1/4 of said Section 15;

Beginning at the thread of the channel of Fish Creek, N20°-17'W, 777.8 feet from the south and quarter corner of said Section 15 where found a 2" galvanized steel pipe 30" long (BLM type) inscribed

"PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING T41N R117W 1/4 S15/S22 1967"

thence N55°-42'W, 87.5 feet to Station 0+87.5;

thence N75°-13'W, 320.3 feet to Station 4+07.8;

thence N52°-13'W, 273.7 feet to Station 6+67.5;

thence S89°-11'W, 117.0 feet to Station 8+04.5;

thence N43°-51'W, 125.1 feet to Station 9+32.6 on the north line of

N89°-55'E, 493.3 feet from the said southeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
thence continuing N43°-51'W, 216.8 feet to Station 11+49.4;  
thence N59°-12'W, 50.5 feet to Station 11+99.9;  
thence N31°-43'W, 121.8 feet to Station 13+21.7;  
thence S67°-39'W, 190.0 feet to Station 15+11.7;  
thence N31°-17'W, 63.1 feet to Station 15+74.8 on the east line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$   
of said Section 15, N00°-36'E, 223.8 feet from the said southeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
thence continuing N31°-17'W, 40.9 feet to Station 16+15.7;  
thence N45°-28'W, 152.7 feet to Station 17+68.4;  
thence N88°-53'W, 193.1 feet to Station 19+61.5;  
thence S85°-26'W, 90.2 feet to Station 20+51.7 on the east line of said tract, S05°-26'E,  
19.4 feet from the northeast corner of said tract;  
together with a right of ingress and egress along the strip of land of record in the  
Office of the Clerk of Teton County in Book 12 of Deeds on page 180;  
each point on the tract being marked by a steel T-shaped stake 2 $\frac{1}{2}$ " long with brass  
cap inscribed "SURVEY POINT DO NOT DISTURB RLS164";  
all in accordance with the map prepared and filed in the said Office.

ACCOUNT# 667401  
WORK ORDER #27122  
SEC. 15, T41N, R117W

E A S E M E N T

KNOW ALL MEN BY THESE PRESENT:

That WE, the undersigned, JOHN E.P. MORGAN, JR., AS TRUSTEE OF THE JOHN E.P. MORGAN, JR. FAMILY TRUST & GLORIA G. MORGAN AS TRUSTEE OF THE GLORIA G. MORGAN FAMILY TRUST, for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant convey and warrant unto Lower Valley Power & Light, Inc., a Cooperative Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, a perpetual easement and right-of-way for the construction and continued maintenance, repair, alteration and replacement of the electric distribution circuits of the grantee to be constructed and maintained under, upon and across the premises of grantor in Teton County, State of Wyoming, along a line described as follows, to wit:

BEING a part of the SE 1/4 SW 1/4 of Section 15, described by metes & bounds as follows;

BEGINNING at Corner No. 1 (which is identical with the southwest corner of said SE1/4SW1/4); thence N 1320 feet more or less to corner No. 2 (which is identical with the northwest corner of said SE1/4SW1/4); thence E 1185 feet more or less to the center of the channel of Fish Creek, Corner No. 3; thence S 12 degrees 00' W, 612 feet following the center of the channel of Fish Creek to Corner No. 4; thence S 06 degrees 48' E, 216 feet to Corner No. 5; thence W 96 feet to Corner No. 6; thence S 07 degrees 36' W, 450 feet to Corner No. 7; thence S 89 degrees 59' W, 940 feet more or less to Corner No. 1, the place of beginning containing 32.25 acres.

BEGINNING at a survey point with a cap that states T41N, R117W, SW1/4, PMS RLS464, Big Piney, Wy. 1968; thence S 73 degrees, 200 feet; thence N 77 degrees E, 210 feet; thence easement begins and bears S 23 degrees E, 70 feet; thence S 40 degrees E, 157 feet; thence S 21 degrees E; thence S 71 degrees E, 34 feet; thence S 3 degrees W, 25 feet.

RIGHT-OF-WAY Width 05 feet on each side of described line.

Together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities. The undersigned agrees that all wires and other facilities, installed on the above described lands at the grantee's expense shall remain the property of the grantee, removable at the option of the grantee. We hereby release and waive all rights under and by virtue of the homestead exemption laws of the said State.

WITNESS the Hand of said Grantor, this 21st day of June, 1991.

Grantor: MORGAN, JOHN E P ET AL  
Grantee: LOWER VALLEY POWER & LIGHT IN  
Doc 314436 bk 240 pg 0603 Filed at 2:31 on 08/06/91  
V Jolyrn Coonce, Teton County Clerk Fees: 6.00  
By KARGE RYAN Deputy

John E.P. Morgan, Jr.  
Gloria G. Morgan, Trustee

STATE OF Wyoming ;  
COUNTY OF Teton ;

RELEASED  
INDEXED  
ABSTRACTED

The foregoing instrument was acknowledged before me by John E.P. & Gloria G. Morgan, as their free act and deed, this 1st day of July, 1991.



My Commission Expires May 3, 1994

Angela M. Jennings  
Notary Public

ACCOUNT #667401  
LOCATION #54182  
WORK ORDER #27122

CONTRACT FOR PURCHASE OF POWER

AGREEMENT made this 18th day of June, 1991, between Lower Valley Power & Light, Inc., a Wyoming Corporation, of Afton & Jackson, (Lincoln County and Teton County, Wyoming) hereinafter called the "Seller", and JOHN B.P. MORGAN, JR, AS TRUSTEE OF THE JOHN B.P. MORGAN, JR. FAMILY TRUST & GLORIA G. MORGAN AS TRUSTEE OF THE GLORIA G. MORGAN FAMILY TRUST, Jackson, Teton County, Wyoming; hereinafter called the "Consumer-Member".

WITNESSETH:

The seller agrees to SELL and DELIVER to the Consumer-Member and the Consumer-Member agrees to PURCHASE and RECEIVE from the Seller all of the electric power and energy which the Consumer-Member may need on the premises described below:

BEING a part of the ~~W 1/4~~ SW 1/4, Section 15, T41N, R117W, Teton County, Wyoming. <sup>SW</sup>

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:

1. SERVICE CHARACTERISTICS:

- a. Service shall be alternating current, single-phase, sixty cycles, 120/240 volts.
- b. The electric system is to be installed in accordance with Seller's Rules and Regulations.

2. SERVICE REQUIREMENTS

- a. Consumer-Member receiving underground service shall be responsible to establish final grade so that the conductors can be buried at the proper depth, backfill trench when necessary to repair normal settling, advise the Seller of the location of all foreign underground facilities, such as: water, sewer, telephone, cable T.V., and Consumer-Member's property, and shall be responsible for all damages resulting from failure to notify the Seller.
- b. When weather and or other conditions dictate that the "Seller" decides at his discretion to no longer trench, the trenching cost will be reimbursed to the Consumer-Member on a per unit basis for trenching completed. If above conditions dictate that the Consumer-Member provides his own trench, the Consumer-Member shall assume all liability, and hold the "Seller" harmless from any accidents or damages resulting from said trench and trenching activities.
- c. Consumer-Member shall furnish such easements as may be required by the seller at no cost to the Seller.

PAYMENT:

- a. Consumer-Member shall pay the Seller for service at the rates and upon the terms and conditions set forth in Schedule R-1 or subsequent revision, as approved by the Wyoming Public Service Commission. The total billing to the Consumer-Member for each annual year shall not be less than \$320.00 per meter for the first five (5) years for service or for having service available, regardless of the applicable rate schedule.
- b. In addition to Item A above the Consumer-Member shall pay \$2540.58 to the Seller as a lump sum prior to commencement of construction. Consumer-Member shall receive no electric energy for this payment.
- c. The initial billing period shall start when Consumer-Member begins using electric power or thirty (30) days after the Seller notifies the Consumer-Member in writing that service is available hereunder, whichever shall occur first.
- d. If the Consumer-Member fails to pay his electric bills from the Seller and ceases to take electric service, the Consumer-Member shall remain liable for payment of the

RELEASABLE  
INDEXED  
ABSTRACTED

Grants: LOWER VALLEY POWER & LIGHT INC  
Grantee: MORGAN, JOHN B P ET AL  
Doc: 34437 dk 289 pg 0601-0605 Filed at 2:33 on 08/06/91  
v Jefferson County, Teton County Clerk fees: 8.00  
By: MAGEY KIM Deputy

balance of this contract.

- 4. **MEMBERSHIP:**  
The Consumer-Member shall become a member of the Seller, fill out the Membership Application and pay the required deposit.
- 5. **TERM:**  
This contract shall become effective on the date first above written and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other sixty (60) day notice in writing.
- 6. **SUCCESSION:**  
This contract shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

CONSUMER MEMBER ACKNOWLEDGES RECEIPT OF A COPY OF THE BY-LAWS, RULES AND REGULATIONS AND APPLICABLE RATE SCHEDULE.

LOWER VALLEY POWER & LIGHT, INC.  
SELLER

CONSUMER-MEMBER

Linda Willard  
LVP&L Representative

John P. Morgan - Trustee  
Gloria G. Morgan Trustee

THIS DOCUMENT WAS RECORDED  
WITHOUT A CORPORATE SEAL  
TETON COUNTY CLERK'S OFF --

Materials & Labor	53855.58
Trenching	685.00
Total Cost	\$4540.58
Cash Payment	-2000.00
	\$2540.58

July 1, 1991

Annual Minimum \$2000.00 x 16% = \$320.00 per meter per year

STATE OF Wyoming }  
COUNTY OF Teton }

The foregoing instrument was acknowledged before me by \_\_\_\_\_

John EP Morgan & Gloria G. Morgan  
as their free act and deed this 1<sup>st</sup> day of July, 1991.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal, the day and year in this Certificate written.

Angela M. Jennings

My Commission Expires:  
May 3, 1994

Return to : Lower Valley Power & Light, Inc.  
PO Box 572  
Jackson, Wyo. 83001



The electric service you requested as per this contract has been completed and power is available to you. Billing will commence in accordance with paragraph 2. c. above.

Date \_\_\_\_\_ ? By \_\_\_\_\_

GRANT OF RECIPROCAL EASEMENT

This Agreement is entered into effective as of MARCH 19, 1993 between the First Parties named below (collectively the "Morgans") and the Second Parties named below (collectively the "Bresslers").

WHEREAS, the Morgans are the owners of the 30 foot strip of land located in Teton County, Wyoming described in Exhibit A hereto (the "Morgan Property");

WHEREAS, the Bresslers are the owners of the adjacent property described in Exhibit B hereto (the "Bressler Property"); and

WHEREAS, the parties desire to grant to one another reciprocal easements on the terms set forth herein,

RELEASE		
INDEXED		
ABSTRACTED		

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Reciprocal Easements. (a) The Morgans hereby grant to the Bresslers and to all subsequent owners of the Bressler Property and their tenants, permittees and invitees, forever, a non-exclusive right-of-way easement over and across the Morgan Property for the existing driveway access to the Bressler Property.

(b) The Bresslers hereby grant to the Morgans and to all subsequent owners of the Morgan Property, and their tenants, permittees and invitees, forever, a non-exclusive easement over and across the ten (10) foot portion of the Bressler Property described in Exhibit 1 hereto, for the purpose of snow removal, snow storage and underground utilities only.

(c) The owners of such properties have a non-exclusive right to conduct snow removal and maintenance operations in connection with said easements.

(d) Any owner of such properties shall be entitled to install underground utilities within the applicable easement, with such installation to be carried out promptly and with appropriate reclamation of the surface.

2. Miscellaneous.

(a) Recordation. This Agreement may be recorded in the public records of Teton County, Wyoming.

(b) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, and their successors, heirs, estates, representatives and assigns, including each owner of property subject to this Agreement, as an agreement appurtenant to such property.

(c) Entire Agreement. There are no verbal agreements between the parties to modify the terms and conditions hereof, and any further modification of this Agreement must be in writing and signed by all the parties.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

Grantor: MORGAN, JOHN E P ET AL TRUSTEE  
Grantee: MORGAN, JOHN E P ET AL TRUSTEE  
Doc 348500 bk 268 pg 0446-0449 Filed at 11:43 on 04/13/93  
v Jolynn Coonce, Teton County Clerk fees 12.00  
By CLAIRE K ABRAMS Deputy

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date first above written.

FIRST PARTIES:

John E.P. Morgan  
JOHN E.P. MORGAN, as trustee

Gloria G. Morgan  
GLORIA G. MORGAN, as trustee

SECOND PARTIES:

David L. Bressler  
DAVID L. BRESSLER

Kathryn Bressler  
KATHRYN BRESSLER

STATE OF WYOMING )  
                          ) ss.  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by John E.P. Morgan and Gloria G. Morgan, as trustees, this 19<sup>th</sup> day of March, 1993.

WITNESS my hand and official seal.



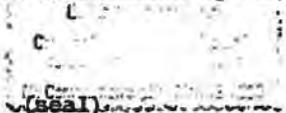
Danda E. Colman  
Notary Public

(seal)  
My commission expires:

STATE OF WYOMING )  
                          ) ss.  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by David L. Bressler and Kathryn Bressler this 22<sup>nd</sup> day of March, 1993.

WITNESS my hand and official seal.



Elli Hays  
Notary Public

(seal)  
My commission expires:

Exhibit A  
(Morgan Property)

The north 30 feet of a parcel of land containing 1.75 acres more or less located in the NE $\frac{1}{4}$  and the SW $\frac{1}{4}$  of Section 15 T. 41 N. R. 117 W. 6th P. M. in Wyoming, more fully described by notes and bounds as follows:

Beginning at Corner No. 1 (which is S. 89°59' W. 2554.2 feet and north 504.3 feet from the southeast corner of said Section 15) thence N. 18°42' E. 225 feet to Corner No. 2; thence west 406 feet more or less to corner No. 3 (located in the center of the channel of Fish Creek); thence following the center of the channel of Fish Creek approximately S. 06°48' E. 216 feet to Corner No. 4; thence east 308 feet more or less to Corner No. 1, the place of beginning.





LEGAL DESCRIPTION  
OF AN EASEMENT  
FOR ROADWAYS, UNDERGROUND UTILITIES, SNOW STORAGE  
AND ASSOCIATED ACTIVITIES  
TO THE MORGANS

An easement across that part of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 15, in T41N, R117W, Teton County, Wyoming described as follows:

Beginning a point on the west line of said SW $\frac{1}{4}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$  which is N 00° 00' 58" W, 94.43 feet from the southwest corner of said SW $\frac{1}{4}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$ , THENCE N 00° 00' 58" W, 70.43 feet along said west line to a point,

THENCE along a curve to the right having a radius of 190.00 feet and an arc length of 174.14 feet, being subtended by a chord of S 68° 45' 50" E, 168.11 feet to a point,

THENCE South 42° 30' 25" E, for a distance of 13.49 feet to a point,

THENCE along a curve to the left having a radius of 103.27 feet and an arc length of 91.01 feet, being subtended by a chord of S 67° 45' 12" E, 88.09 feet to a point,

THENCE N 87° 00' 00" E, 108.65 feet to a point,

THENCE along a curve to the right having a radius of 290.00 feet and an arc length of 215.43 feet, being subtended by a chord of S 71° 43' 05" E, 210.51 feet to a point on the south line of said SW $\frac{1}{4}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$ ,

THENCE S 89° 58' 04" W, 370.63 feet along said line to a point,

THENCE along a curve to the right having a radius of 173.27 feet and an arc length of 85.09 feet, being subtended by a chord of N 56° 47' 06" W, 84.24 feet to a point,

THENCE N 42° 30' 25" W, 14.12 feet to a point,

THENCE along a curve to the left having a radius of 120.00 feet and an arc length of 116.13 feet, being subtended by a chord of N 70° 13' 53" W, 111.65 feet to the Point of Beginning.

Said easement contains 0.81 acres more or less.

Together with and subject to any covenants, easements, and restrictions of record.

Scott R. Pierson



700lesat.leg December 10, 2022

LEGAL DESCRIPTION  
FOR  
LAND TO BE ACCESSED BY  
AN EASEMENT

All land lying within the W1/2SW1/4, Section 15, T41N, R117W, Teton County, Wyoming, except for a 1.3 acre tract conveyed to Nancy Lloyd Kittle, by Quitclaim Deed, dated September 7, 1977, and recorded November 10, 1977, in the Office of the Clerk of Teton County in the Town of Jackson in Book 64 of Photos, page 198-200.

AND

That part of the SE1/4SW1/4 of Section 15, T41N, R117W, Teton County, Wyoming being more particularly described as follows:

Beginning at the Southwest corner of said SE1/4SW1/4,  
THENCE N 00°03'32"W, 446.05 feet along the west line of said SE1/4SW1/4 to a point;  
THENCE N 09°59'59"E, 988.24 feet to the northwest corner of that tract as described in Book 12 of Deeds on page 122 in the Office of the Clerk of Teton County, Wyoming;  
THENCE S 07°36'00"W, 450.00 feet along the west line of said tract to an intersection with the South line of said SE1/4 SW1/4;  
Thence S 89°59'59"W, 928.27 feet along said South line to the Point of Beginning.

Containing 89.4 acres more or less.

Together with and subject to all easements of sight and record.

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants is made effective this 24th day of March, 1993 by WENDY G. MORGAN, a married woman, KAIDI M. DUNSTAN, a married woman, PENELOPE MORGAN, a married woman, ANN CYNTHIA MORGAN-JAFFE, a married woman, and LISA MORGAN, a married woman, as tenants in common.

1. Purpose. Declarants are the owners of certain real property located in Teton County, Wyoming, which is described in Exhibit A attached hereto and made a part hereof. Declarants desire to limit development on a certain portion of this property for a specified period of time, and to maintain such portion of the property in its existing open space condition, and have adopted the following restrictive covenants for that purpose.

2. Declaration. Declarants hereby declare that that portion of the Declarants' property which is described in Exhibit B attached hereto and made a part hereof (the "restricted property"), shall be owned, sold, conveyed, encumbered, leased, used and occupied subject to the following covenants. These covenants shall run with the restricted property and any portion thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the restricted property or any part thereof. These covenants shall inure to the benefit of Nancy Lloyd Kittle as legal or equitable owner of the real property described in Exhibit C.

3. Covenant Limiting Development. The restricted property shall not be developed or improved and no structures shall be constructed, moved, located or maintained thereon. It is the intended purpose of these covenants that the restricted property shall remain in its open space and existing condition. These covenants shall not prevent Declarants or their successors in ownership from removing dead timber or from planting trees, bushes or shrubs on said property. The covenants set forth herein shall not affect Declarants' exclusive rights to use the restricted property for any and all uses and purposes not prohibited herein which are consistent with the preservation of the open space condition of the restricted property. These covenants

Grantor: MORGAN, WENDY G ET AL  
Grantee: THE PUBLIC  
Doc 373053 bk 289 pg 0170-0178 Filed at 11:30 on 04/28/94  
V Jolynn Coonce, Teton County Clerk fees: 22.00  
By VIRGINIA BLAIR Deputy

do not create any rights in Nancy Lloyd Kittle, as owner of the property described in Exhibit C hereto, to use or occupy the restricted property.

4. Violation - Enforcement - Costs. The limitations on land use and development set forth in this Declaration of Restrictive Covenants shall be enforceable by any of the Declarants or their successors in ownership, or by Nancy Lloyd Kittle as the legal or beneficial owner of the real property described in Exhibit C. Declarants stipulate and agree that provisions hereof shall be enforceable by specific performance. Any of Declarants or their successors in interest who violate the restrictions set forth herein agree to pay all costs incurred by the remaining Declarants or by Nancy Lloyd Kittle, in the enforcement of these covenants, including reasonable attorney's fees, whether suit is brought or not.

5. Amendment. These covenants may be amended by written consent of Declarants or their respective successors in ownership of the restricted property or any part thereof, and the written consent of Nancy Lloyd Kittle, or their respective successors in ownership.

6. Duration. This Declaration of Restrictive Covenants shall continue and remain in full force and effect at all times against the property and the owners and purchasers of any portion thereof. If required by law at any time, these Covenants shall be deemed to remain in full force and effect for twenty (20) year periods, and shall be automatically renewed for additional consecutive twenty (20) year periods unless all of the lot owners of the property subject to these Covenants and Nancy Lloyd Kittle or her successor in ownership of the real property described in Exhibit C modify, amend or terminate the Covenants by written instrument which is recorded in the Office of County Clerk of Teton County, Wyoming.

7. Acceptance of Covenants. Every owner or purchaser of any portion of the property restricted by this Declaration shall be bound by and subject to all of the provisions of this Declaration, and every owner or purchaser through his or her purchaser ownership expressly accepts and consents to the operation and enforcement of the provisions of this Declaration.

8. Joinder of Spouses. Nicholas H. Anderson, husband of Wendy Morgan,

Robert Maxwell Dunstan, husband of Kaidi M. Dunstan, Stephen C. Bunting, husband of Penelope Morgan, and Harry S. Jaffe, husband of Ann Cynthia Morgan-Jaffe, Kevin James Elder, husband of Lisa Morgan, have joined in the execution of this Declaration in order to convey and encumber any rights they may have in and to the subject property under the laws of the State of Wyoming.

9. Construction. This Declaration of Restrictive Covenant shall be construed according to the laws of the State of Wyoming.

10. Binding Effect. This Declaration of Restrictive Covenant shall be binding upon the parties hereto, and their respective successors in ownership.

IN WITNESS WHEREOF, Declarants have executed this Declaration effective the 24th day of March, 1993.

Wendy G. Morgan  
WENDY G. MORGAN

Nicholas H. Anderson  
NICHOLAS H. ANDERSON

Kaidi M. Dunstan  
KAIDI M. DUNSTAN

Robert Maxwell Dunstan  
ROBERT MAXWELL DUNSTAN

Penelope Morgan  
PENELOPE MORGAN

Stephen C. Bunting  
STEPHEN C. BUNTING

Ann Cynthia Morgan-Jaffe  
ANN CYNTHIA MORGAN-JAFFE

Harry S. Jaffe  
HARRY S. JAFFE

Lisa Morgan  
LISA MORGAN

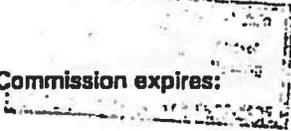
Kevin James Elder  
KEVIN JAMES ELDER

STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

The foregoing Declaration was acknowledged before me by Wendy G. Morgan, a married woman, this 5th day of March, 1993.

Witness my hand and official seal.

My Commission expires:



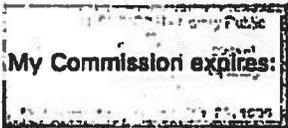
Henry C. Phillips II  
Notary Public

STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

The foregoing Declaration was acknowledged before me by Nicholas H. Anderson, a married man, this 5th day of March, 1993.

Witness my hand and official seal.

My Commission expires:



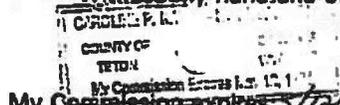
Henry C. Phillips II  
Notary Public

STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

The foregoing Declaration was acknowledged before me by Kaldi M. Dunstan, a married woman, this 1st day of March, 1993.

Witness my hand and official seal.

My Commission expires: 5/12/94



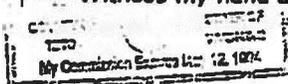
Caroline P. Paine  
Notary Public

STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

The foregoing Declaration was acknowledged before me by Robert Maxwell Dunstan, a married man, this 1st day of March, 1993.

Witness my hand and official seal.

My Commission expires: 5/12/94



Caroline P. Paine  
Notary Public

STATE OF IDAHO )  
 ) ss.  
COUNTY OF LATAH )

The foregoing Declaration was acknowledged before me by Penelope Morgan and Stephen C. Bunting, husband and wife, this 18th day of March, 1993.



Witness my hand and official seal.

Stephen R. Bush  
Notary Public

STATE OF District of Columbia )  
 ) ss.  
COUNTY OF NA )

The foregoing Declaration was acknowledged before me by Ann Cynthia Morgan-Jaffe and Harry S. Jaffe, husband and wife, this 24 day of March, 1993.

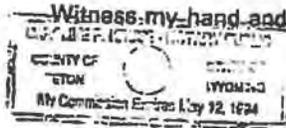


Witness my hand and official seal.

Rosie W. Richards  
Notary Public

STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

The foregoing Declaration was acknowledged before me by Lisa Morgan, a married woman, this 3rd day of March, 1993.



Witness my hand and official seal.

Caroline P. Fournier  
Notary Public

My Commission expires: 5/12/94

STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

The foregoing Declaration was acknowledged before me by Kevin James Elder, a married man, this 2nd day of March, 1993.

Witness my hand and official seal.

Caroline P. Fournier  
Notary Public

My Commission expires: 5/12/94

WARRANTY DEED

JOHN E. P. MORGAN, JR. and GLORIA G. MORGAN, husband and wife, Grantors, for and in consideration of \$10.00 and other good and valuable consideration to them in hand paid, the receipt for which is hereby acknowledged, CONVEY AND WARRANT unto WENDY MORGAN, KAIDI MORGAN, PENELOPE LAWTON, ANN CYNTHIA MORGAN, and Wendy Morgan as Trustee under a Trust Agreement, dated December 15, 1975, for the benefit of LISA MORGAN, a minor, as tenants in common, an undivided one-twentieth each, Grantees, in and to the following described real property, situate in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

T. 41 N., R. 117 W., Teton County, Wyoming:

Sec. 15 - W $\frac{1}{2}$ SW $\frac{1}{4}$ , except for a 1.3 acre tract conveyed to Jonathan G. Kittle and Nancy Lloyd Kittle, by Reformation of Warranty Deed, dated July 11, 1973, and recorded July 31, 1973, in Teton County, Wyoming, in Book 26 of Photos, at page 523, et seq.

TOGETHER with all and singular the improvements and appurtenances thereon or thereunto appertaining.

It is the intent of Grantors to convey an aggregate of an undivided one-fourth interest in said real property, being all of Grantees interest therein. Grantors have heretofore conveyed to Grantees an aggregate of an undivided three-fourths interest in said real property.

DATED: December 27, 1978.

*John E. P. Morgan, Jr.*  
John E. P. Morgan, Jr.  
*Gloria G. Morgan*  
Gloria G. Morgan

STATE OF WYOMING )  
                          ) SS  
COUNTY OF TETON   )

The foregoing instrument was acknowledged before me by John E. P. Morgan, Jr. and Gloria G. Morgan, husband and wife, this 27<sup>th</sup> day of December, 1978.

WITNESS my hand and official seal.



*Janet M. Graham*  
Notary Public

My commission expires:

Aug. 7 1982

ADDRESS OF GRANTEEES:

P. O. Box 67  
Wilson, Wyoming 83014

EXHIBIT A

Recorded Dec. 27 1978 at 10:20 o'clock A.M.  
In Book 80 of Photo Page 328  
No. 192370 \$4.00 pd  
V. Jolynn Coance County Clerk  
By Clara Riche Dep.

RECORDED	
COMPARED	
INDEXED	
ABSTRACTED	

LEGAL DESCRIPTION  
OF  
A RESTRICTED TRACT TO THE SOUTHEAST  
OF THE  
KITTLE TRACT

That part the NW $\frac{1}{4}$  SW $\frac{1}{4}$ , and the SW $\frac{1}{4}$  SW $\frac{1}{4}$ , of Section 15,  
T41N, R117W, Teton County, Wyoming more completely described as  
follows;

Commencing at the southeast corner of said NW $\frac{1}{4}$  SW $\frac{1}{4}$  which is  
marked by a 3 $\frac{1}{2}$  inch brass cap on a 2 $\frac{1}{2}$  inch steel pipe  
appropriately stamped, Thence S 88° 46' 19" W, 551.57 feet,  
( S 88° 44.7' W, 552.3 deed record) to the south corner of that  
tract described in Book 64 of Photo on pages 198-200, recorded in  
the Office of the Clerk of Teton County, Wyoming, marked by  
a T shaped survey stake with chrome cap, Thence S 03° 20' 04" E,  
27.80 feet to the POINT of BEGINNING of this restricted tract;

Thence N 45° 44' 11" E, 158.14 feet, along the revised Kittle  
boundary line,

Thence N 12° 48' 00" E, 158.68 feet, continuing along said  
revised boundary line,

Thence S 57° 31' 43" E, 246.04 feet, to a point of curvature  
on the right-of-way line of a proposed roadway,

Thence continuing along said right-of-way line along a curve  
to the left having a radius of 380.00 feet and an arc length of  
271.92 feet, being subtended by a chord of S 50°30'00" W, 266.16  
feet;

Thence S 30° 00' 00" W, 63.69 feet, along the right-of-way  
line of said proposed roadway to point;

Thence N 52° 24' 20" W, 149.89 feet, to the POINT of  
BEGINNING.

Said property contains 1.09 acres more or less.

Scott R. Pierson, PLS 3831

That part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 15, T4N, R117W, Teton County, Wyoming described as follows:

Beginning at a point S88°-44.7'W, 552.3 feet from the southeast corner of the said NW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 15 where found a 2" galvanized steel pipe 30" long (BLM type) inscribed

"PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING T4N R117W SW 1/16 S15 1968";

thence N52°-24'W, 97.0 feet to a point;

thence N36°-07'W, 81.0 feet to a point;

thence N18°-50'E, 127.02 feet to a point;

thence N53°-17'E, 83.0 feet to a point;

thence N51°-55'E, 151.4 feet to a point;

thence S05°-26'E, 119.4 feet to a point on the center-line of Morgan-Kittle Road;

thence continuing S05°-26'E, 108.0 feet to a point;

thence S12°-48'W, 149.1 feet to a point;

thence S45°-37'W, 133.7 feet to the point of beginning;

encompassing an area of 1.300 acres, more or less;

together with a right of ingress and egress along said Morgan-Kittle Road described as follows:

A strip of land twenty feet in width being part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$  and NW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 15;

Beginning at the thread of the channel of Fish Creek, N20°-17'W, 777.8 feet from the south one-quarter corner of said Section 15 where found a 2" galvanized steel pipe 30" long (BLM type) inscribed

"PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING T4N R117W 1/4 S15/S22 1957";

thence N55°-42'W, 87.5 feet to Station 0+87.5;

thence N25°-13'W, 320.3 feet to Station 4+07.8;

thence N62°-13'W, 273.7 feet to Station 6+37.5;

thence S39°-11'W, 117.0 feet to Station 8+04.5;

thence N43°-51'W, 122.1 feet to Station 9+32.6 on the south line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;

EXHIBIT     C

N33°-55'E, 493.3 feet from the said southeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
thence continuing N43°-51'W, 216.8 feet to Station 11+49.4;  
thence N59°-12'W, 50.5 feet to Station 11+99.9;  
thence N31°-43'W, 121.8 feet to Station 13+21.7;  
thence S67°-39'W, 190.0 feet to Station 15+11.7;  
thence N31°-17'W, 63.1 feet to Station 15+74.8 on the east line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$   
of said Section 15, N00°-36'E, 223.8 feet from the said southeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
thence continuing N31°-17'W, 40.9 feet to Station 16+15.7;  
thence N45°-28'W, 152.7 feet to Station 17+68.4;  
thence N88°-53'W, 193.1 feet to Station 19+61.5;  
thence S85°-26'W, 90.2 feet to Station 20+51.7 on the east line of said tract, S05°-26'E,  
19.4 feet from the northeast corner of said tract;  
together with a right of Ingress and egress along the strip of land of record in the  
Office of the Clerk of Teton County in Book 12 of Deeds on page 180;  
each point on the tract being marked by a steel T-shaped stake 24" long with brass  
cap inscribed "SURVEY POINT DO NOT DISTURB RLS164";  
all in accordance with the map prepared and filed in the said Office.

EXHIBIT     C

EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that 3/B Partnership, a Wyoming Partnership, GRANTOR, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, receipt whereof being hereby acknowledged, does hereby grant and convey unto the John E. P. Morgan and Gloria G. Morgan, as Trustees, whose address is P. O. Box 67, Wilson, Wyoming 83014, and their successors and assigns, GRANTEES, a non-exclusive roadway and utility easement for access, ingress, egress and utility purposes over and across the following described parcel, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Together with the right to construct, maintain, improve and repair the said roadway for access, ingress and egress purposes and to repair and replace any and all utilities which may be situated in such roadway easement and the obligation to participate in the cost of maintaining any roadway constructed thereon with others utilizing such roadway.

The within grant is intended to be an easement running with the land and shall be appurtenant to the lands of Grantee situate in Section 15, T41N, R117W, Teton County, Wyoming, more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof, and shall be perpetual for so long as it is used for roadway and access purposes for the property to which it is appurtenant and shall fail upon abandonment.

IN WITNESS WHEREOF, we have hereunto set our hands to be effective as of the 1st day of July, 1996, hereby waiving and relinquishing any and all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

GRANTOR:

3/B PARTNERSHIP, a Wyoming Partnership

BY: Melvin Webb  
Melvin Webb, General Partner

BY: Opal B. Webb  
Opal B. Webb, General Partner

GRANTEE:

John E. P. Morgan  
John E. P. Morgan, Trustee

Gloria G. Morgan  
Gloria G. Morgan, Trustee,

RELEASED  
INDEXED  
ABSTRACTED

Grantor: 3/B PARTNERSHIP  
Grantee: MORGAN, JOHN E P ET AL TRUSTEE  
Doc 0420774 bk 322 pg 89-94 Filed at 4:22 on 07/01/96  
V Jolynn Coonce, Teton County Clerk fees: 16.00  
By JULIE HODGES Deputy

STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Melvin Webb and Opal B. Webb, as General Partners, this 17 day of July, 1996.

Witness my hand and official seal.



Paul L. Wilford  
Notary Public

STATE OF Wyoming )  
 ) ss.  
COUNTY OF Teton )

The foregoing instrument was acknowledged before me by John E. P. Morgan and Gloria G. Morgan, Trustees, this 1st day of July, 1996.

Witness my hand and official seal.



Paul L. Wilford  
Notary Public

21198

**EXHIBIT A**

**LEGAL DESCRIPTION  
FOR  
ACCESS AND UTILITY EASEMENT**

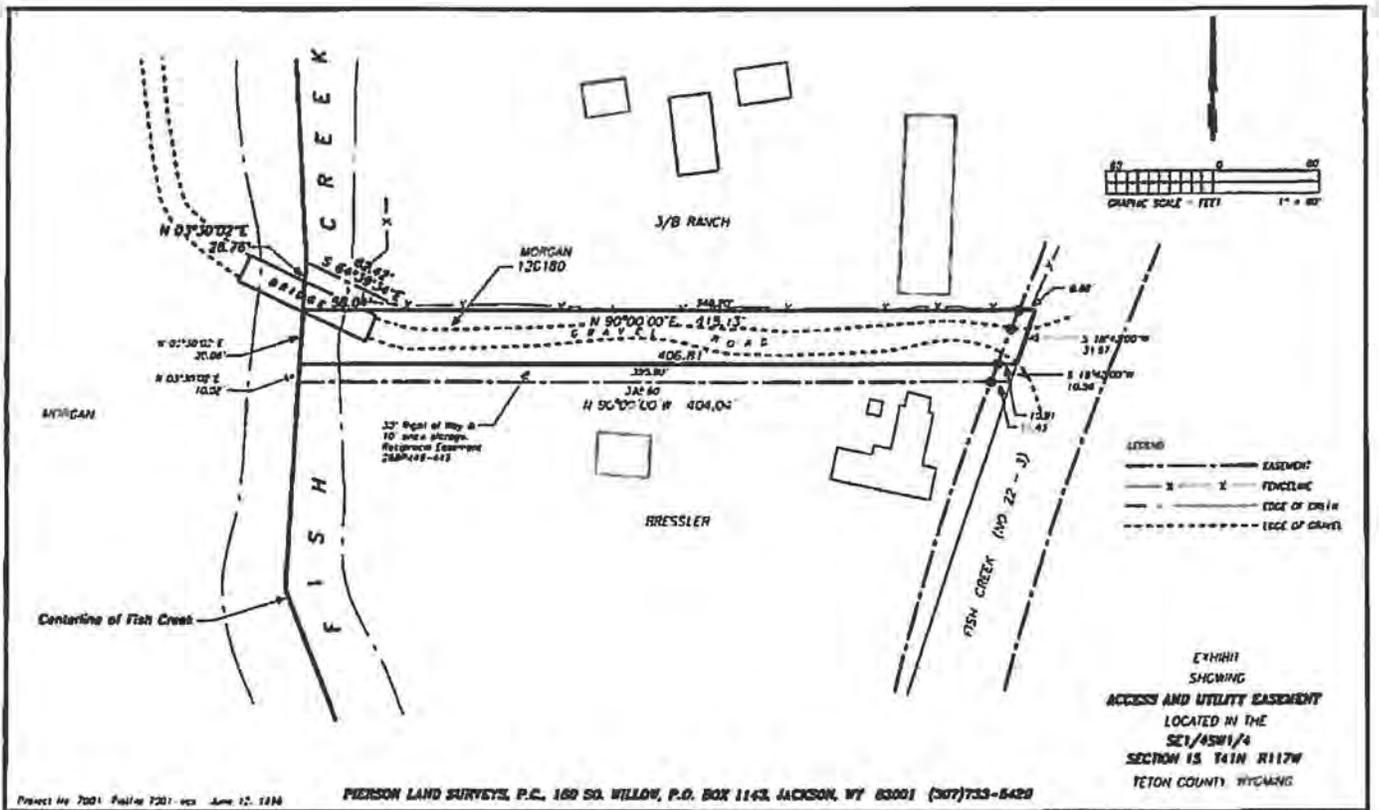
Beginning at Corner No. 1 located on the common boundary line between (the "Morgan Property") a parcel of land 30 feet wide located in the SE1/4SW1/4 and the SW1/4SE1/4 of Section 15 as described in the Warranty Deed found in Book 12 of Deeds page 180 as recorded in the Office of the Clerk of Teton County and (the "Bircher Property") a parcel of land located within the SE1/4SW1/4 of said Section as described in the Decree found in Book 10 of Mixed Records, Page 20 as recorded in said Office. Corner No. 1 being located on said common boundary N 90°00'00"W, 348.20 feet from a point on the west right-of-way line of Fish Creek Road (Wilson-North Road No. 22-3);

THENCE, continuing on said common boundary line N 90°00'00"W, 58.04 feet to the centerline of the channel of Fish Creek to corner No. 2;

THENCE, N 03°30'02"E, 26.76 feet along said centerline of the channel of Fish Creek to corner No. 3;

THENCE, S 64°39'34"E, 62.42 feet to the Point of Beginning.

IN ACCORDANCE WITH the attached sketch titled "Exhibit showing Access and Utility Easement"



61118

WARRANTY DEED

A2.50

Effie M. Foster, Widow  
To  
John E. P. Morgan, Jr., et ux

THE STATE OF WYOMING, County of Teton, ss.  
Filed for record in my office this 25th day of  
January A. D. 1958 at 9:15 o'clock A. M. and recor-  
ded in Book 11 of Deeds on Page 65.  
Green A. Smith, County Clerk and Ex-Officio Recorder  
of Deeds.

WARRANTY DEED

Effie M. Foster, a widow,

individually and as administratrix of the Estate of Ulysses G. Foster, deceased, grantor of  
Teton County, and State of Wyoming, for and in consideration of

Eleven Thousand Two Hundred and No/100 DOLLARS,

in hand paid, receipt whereof is hereby acknowledged, COMVEY AND WARRANT TO

John E. P. Morgan, Jr., and Gloria G. Morgan, husband and wife, or the survivor,

grantees of Teton County and State of Wyoming, the following described real estate, situate  
in Teton County and State of Wyoming, hereby releasing and waiving all rights under and by  
virtue of the homestead exemption laws of the State, to-wit:

The West Half of the Southwest Quarter of Section 15, T. 41 N. R. 117 W.  
6th P. N., containing 80 acres, and  
a portion of the Southwest Quarter of the Southwest Quarter of said Section  
15, described by metes and bounds as follows: Beginning at Corner No. 1  
(which is identical with the southwest corner of said SE1/4SW1/4);  
thence north 1720 feet more or less to Corner No. 2 (which is identical  
with the northwest corner of said SE1/4SW1/4); thence west 1165 feet more or  
less to the center of the channel of Fish Creek, Corner No. 1;  
thence S. 12°00' W., 612 feet following the center of the channel of Fish  
Creek to Corner No. 4; thence S. 06°48' E., 216 feet to Corner No. 5;  
thence west 96 feet to Corner No. 6; thence S. 07°16' W., 450 feet to  
Corner No. 7; thence S. 89°49' W., 910 feet more or less to Corner No. 1,  
the place of beginning containing 12.25 acres. Making a total of 112.25  
acres covered by this conveyance.

Together with and including all improvements situated thereon and all  
water rights and appurtenances belonging thereto.  
Together with the right of ingress and egress to and from the said  
lands over the lands of the Seller.

Revenue Stamp 412.65 Cancelled.

WITNESS my hand this 15th day of January, 1958.

THE STATE OF WYOMING }  
County of Teton } ss.

Effie M. Foster,  
individually and as administratrix of the  
estate of Ulysses G. Foster, deceased.

On this 15th day of January, 1958 before me personally appeared Effie M. Foster, in-  
dividually and as administratrix of the estate of Ulysses G. Foster, deceased, to me known  
to be the person described in and who executed the foregoing instrument, and acknowledged  
that she executed the same as her free act and deed.

(NOTARY SEAL)

E. W. Mandy,  
Notary Public

My commission expires on the 26th day of October, A. D. 1958.

THE STATE OF WYOMING }  
County of Teton } ss.

IN THE DISTRICT COURT,  
Third Judicial District,  
In Probate No. 584

IN THE MATTER OF THE ESTATE OF }  
Ulysses G. Foster, }  
Deceased. }

ORDER AUTHORIZING EXECUTION OF WARRANTY DEED

Application and petition having been made to this Court by Effie M. Foster, Adminis-  
tratrix of the Estate of Ulysses G. Foster, deceased, and John P. Morgan Jr., and Gloria  
Foster, his wife, Sellers, whereby it appears that the said Ulysses G. Foster, now deceased, and Effie M.  
John E. P. Morgan, Jr., and Gloria G. Morgan, husband and wife, buyers, whereby the sellers  
agreed to sell and the buyers agreed to buy for the consideration therein stated, the follow-  
ing described real estate in Teton County, Wyoming:

The West Half of the Southwest Quarter of Section 15 T.  
41 N. R. 117 W. 6th P. N., containing 80 acres,  
and  
a portion of the Southwest Quarter of the Southwest Quarter  
of said Section 15, described by metes and bounds as follows:

## EXHIBIT B (CONTINUED)

Beginning at Corner No. 1 (which is identical with the southwest corner of said SR(SW));  
 thence North 170 feet more or less to Corner No. 2 (which is identical) with the northwest corner of said SR(SW));  
 thence east 1385 feet more or less to the center of the channel of Fish Creek, Corner No. 1;  
 thence S. 12°00' W. 612 feet following the center of the channel of Fish Creek to Corner No. 4;  
 thence S. 06°40' E. 716 feet to Corner No. 5;  
 thence west 76 feet to Corner No. 6;  
 thence S. 07°16' W. 450 feet to Corner No. 7;  
 thence N. 89°59' W. 940 feet more or less to Corner No. 1,  
 the place of beginning, containing 72.25 acres,  
 Making a total of 117.25 acres,  
 Together with and including all improvements situated thereon and all water rights and appurtenances belonging thereto.

Together with the right of ingress and egress to and from the said lands over the lands of the sellers,

which agreement was filed for record on November 14, 1955, in the office of the County Clerk of the County of Teton, State of Wyoming, and duly recorded in Book 9 of Deeds, at page 565 as Recorder's No. 55116;

And the said Ulysses N. Foster died on June 20, 1957, before he had executed the Warranty Deed provided for in said sales agreement;

And the said buyers have made all payments provided in said agreement and have deposited the final payment in the Jackson State Bank of Jackson, Wyoming, to be paid to the said Effie M. Foster upon her execution of said Warranty Deed;

And it further appearing that the administratrix, Effie M. Foster, is ready and willing to execute said Warranty Deed when authorized so to do by this Court;

THE COURT FINDS that this case is one covered by Section 8-1801 W.D.S., 1945, whereby the Court is given power to make an order directing and authorizing the execution of such conveyance as is prayed for in said petition and application; and the Court further finds that the petition and application filed herein should be granted.

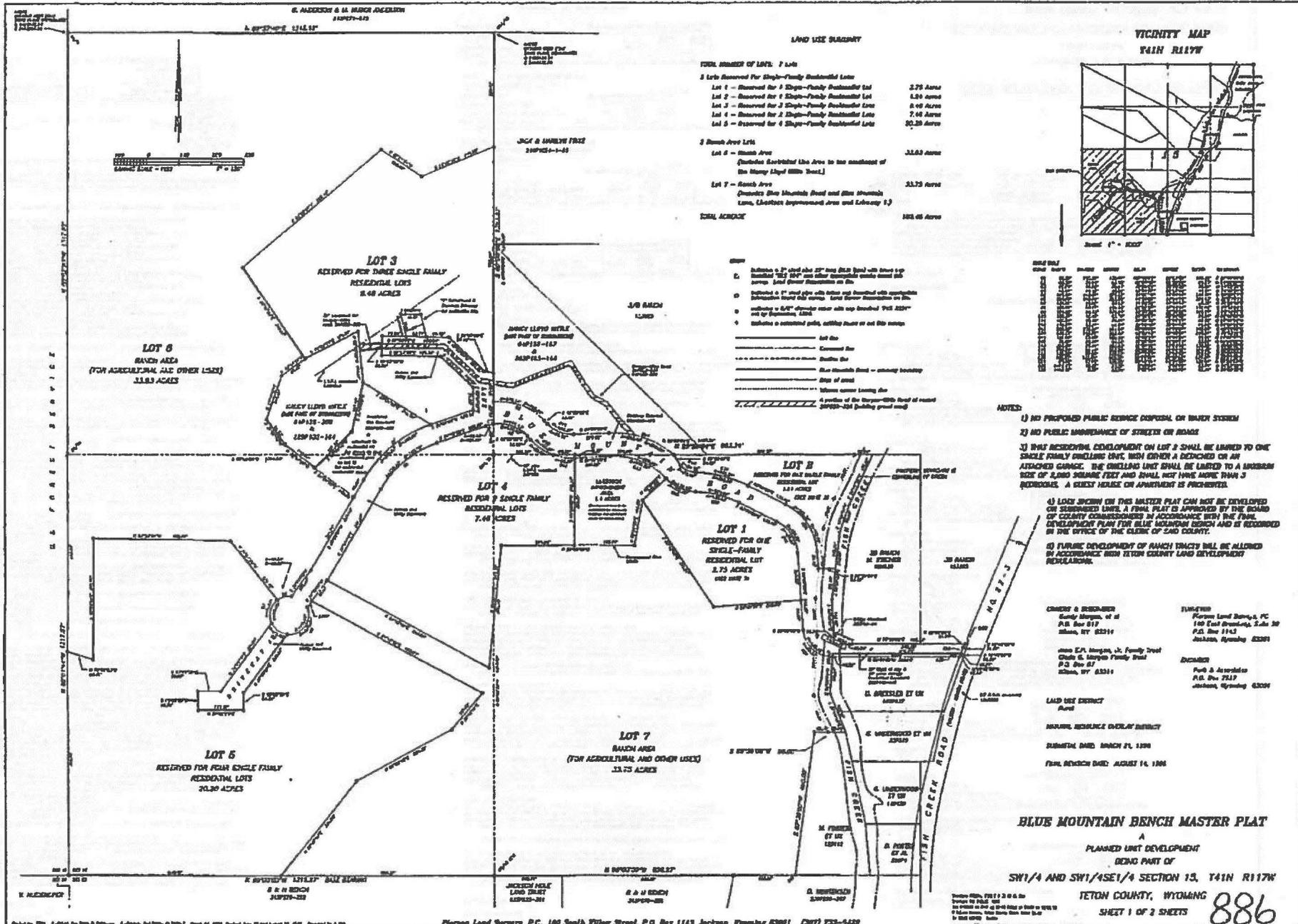
IT IS, THEREFORE, ORDERED by the Court that the Administratrix, Effie M. Foster, do and she hereby is authorized and directed to execute to the Buyers, John R. P. Morgan, Jr. and Gloria G. Morgan, husband and wife, or the survivor, a good and sufficient Warranty Deed covering the lands described herein and in said sales agreement and to deliver the same to the buyers upon the payment to her of the balance due under the said agreement.

DONE by the Court this 10th day of January, 1958.

H. S. Christmas,  
 J U D G E.

A true copy and I hereby so certify.

Grace A. Smith,  
 Clerk of the Court.



**LAND USE SUMMARY**

TOTAL NUMBER OF LOTS: 7 LOTS

3 Lots Reserved For Single-Family Residential Lots

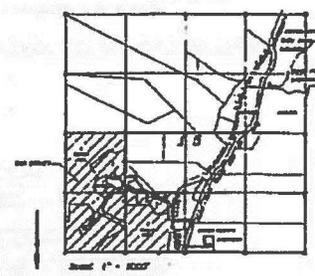
Lot 1 - Reserved for 1 Single-Family Residential Lot	2.75 Acres
Lot 2 - Reserved for 1 Single-Family Residential Lot	4.80 Acres
Lot 3 - Reserved for 1 Single-Family Residential Lot	8.00 Acres
Lot 4 - Reserved for 2 Single-Family Residential Lots	7.00 Acres
Lot 5 - Reserved for 3 Single-Family Residential Lots	20.20 Acres

3 Ranch Area Lots

Lot 6 - Ranch Area (Includes Subdivided Lots Area to the southeast of the Heavy Map/Title Tract.)	33.83 Acres
Lot 7 - Ranch Area (Includes Blue Mountain Road and Blue Mountain Lane, Cheyenne Improvement Area and Highway 13)	33.75 Acres

**TOTAL ACRES: 100.00 Acres**

**VICINITY MAP T41N R117W**



- NOTES:**
1. Submits a 7' x 10' plat also 27" long (24" wide) with three (3) copies of the plat and other documents to the county clerk's office.
  2. Submits a 7' x 10' plat with three (3) copies of the plat and other documents to the county clerk's office.
  3. Submits a 6" x 9" plat with three (3) copies of the plat and other documents to the county clerk's office.
  4. Submits a 6" x 9" plat with three (3) copies of the plat and other documents to the county clerk's office.
  5. Submits a 6" x 9" plat with three (3) copies of the plat and other documents to the county clerk's office.

SECTION	OWNER	ACRES	REMARKS
13	...	...	...
14	...	...	...
15	...	...	...
16	...	...	...
17	...	...	...
18	...	...	...
19	...	...	...
20	...	...	...
21	...	...	...
22	...	...	...
23	...	...	...
24	...	...	...
25	...	...	...
26	...	...	...
27	...	...	...
28	...	...	...
29	...	...	...
30	...	...	...

- NOTES:**
- 1) NO PROPOSED PUBLIC SERVICE CONDUIT OR TRUCK SYSTEM
  - 2) NO PUBLIC IMPROVEMENT OF STREET OR ROAD
  - 3) ONLY RESIDENTIAL DEVELOPMENT ON LOT 2 SHALL BE LIMITED TO ONE SINGLE FAMILY DWELLING UNIT, WITH EITHER A DETACHED OR AN ATTACHED GARAGE. THE GARAGE UNIT SHALL BE LIMITED TO A MAXIMUM SIZE OF 2,500 SQUARE FEET AND SHALL NOT HAVE MORE THAN 3 BEDROOMS. A GUEST HOUSE OR APARTMENT IS PROHIBITED.
  - 4) ONLY IMPROVEMENT ON THIS MASTER PLAT CAN NOT BE DEVELOPED OR SUBDIVIDED UNLESS A FINAL PLAT IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS IN ACCORDANCE WITH THE FINAL DEVELOPMENT PLAN FOR BLUE MOUNTAIN BENCH AND IS RECORDED IN THE OFFICE OF THE CLERK OF SAID COUNTY.
  - 5) FUTURE DEVELOPMENT OF RANCH TRACTS WILL BE ALLOWED IN ACCORDANCE WITH TETON COUNTY LAND DEVELOPMENT REGULATIONS.

**CONVEY & RECORDS**  
 Family Group of 4  
 P.O. Box 217  
 Idaho, ID 83211

**FINLEY**  
 Forton Land Survey, PC  
 100 East Broadway, Suite 20  
 P.O. Box 1143  
 Jackson, Wyoming 83201

**RECORDS**  
 Park & Associates  
 P.O. Box 7217  
 Jackson, Wyoming 83201

**LAND USE DISTRICT**  
 Rural

**MINIMUM RESERVE OVERLAY DISTRICT**  
 RURAL, DATED MARCH 21, 1990

**FINAL REVISION DATE: AUGUST 14, 1986**

**BLUE MOUNTAIN BENCH MASTER PLAT**  
 A  
 PLANNED UNIT DEVELOPMENT  
 BEING PART OF  
 SW1/4 AND SW1/4SE1/4 SECTION 13, T41N R117W  
 TETON COUNTY, WYOMING

SHEET 1 OF 2 SHEETS **886**



7/2/96

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BLUE MOUNTAIN BENCH  
IN  
WILSON, WYOMING

RELEASED	<input type="checkbox"/>
INDEXED	<input type="checkbox"/>
ABSTRACTED	<input type="checkbox"/>

Grantor: MORGAN, JOHN E P ET AL TRs  
Grantee: THE PUBLIC  
Doc 8429119 Bk 327 pg 852-860 Filed at 10:10 on 11/06/96  
V Jolynn Coonce, Teton County Clerk fees: 38.00  
By JULIE HODGES Deputy

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EXHIBIT "A" -- Property Description

EXHIBIT "B" -- Fire Management Recommendations

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

BLUE MOUNTAIN BENCH

This Declaration of Covenants, Conditions and Restrictions regulates and controls the use and development of real property, made by the undersigned owners of the below-described property, herein collectively referred to as the "Declarants".

1. **PURPOSE.** Declarants are the owners of certain real property located in Teton County, Wyoming, which property is described in Exhibit "A" attached hereto and made a part hereof, and which is hereinafter referred to as the "Property". The Declarants are adopting this Declaration to preserve and maintain the character of the Property for the benefit of all owners of the Property, on the terms set forth herein. The Teton County Board of Commissioners has approved a planned unit development (PUD) for the Property.

2. **DECLARATION.** Declarants hereby declare that the Property and any part thereof, shall be owned, sold, conveyed, encumbered, used, occupied and developed subject to the following Covenants, Conditions and Restrictions, which are sometimes referred to herein as the "Covenants". The Covenants shall run with the Property and any portion thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the Property or any part thereof, and shall inure to the benefit of every owner of record of any part of the Property.

3. **DEFINITIONS.** The following terms and phrases used in these Covenants shall be defined as follows:

**Association** means the nonprofit association organized pursuant to Section 4 below.

**Board** shall mean the Board of Directors of the Association.

**Common Roads** shall mean the private roadways within the Property which provide access to the lots.

**Common Services** shall mean the roadway maintenance and snow removal services for the common roads and shared access road, and utility line maintenance and repair services for common utility lines located in the rights-of-way of such roads.

**Development** shall mean any alteration of the natural land surface, and all buildings, structures, or other site improvements placed on the land to accommodate the use of a lot.

**Owner** shall mean the record owner of a lot, including a contract purchaser, but excluding anyone having an interest in a lot as security for the performance of an obligation.

**Lot** shall mean any portion of the Property shown as a "Lot" on a recorded plat for the Property and described as such.

**Principal Residence** shall mean the single family residential structure constructed on any lot, which is the principal use of such lot, and to which other authorized

structures on such lot are accessory.

Property shall mean the real property described in Exhibit "A" attached hereto and made a part hereof.

Shared Access Roads shall mean the private roadways which provide access to the boundary lines of the Property.

Structure shall mean anything built or placed on the ground.

Building Envelope shall mean the portion of a lot, if any, which is a contiguous area as identified as such on the plat of the Property.

4. **THE ASSOCIATION.** The Association is a Wyoming nonprofit association established for the purpose of administering and enforcing the provisions of the Covenants. The Declarants may incorporate the Association at any time as a Wyoming nonprofit corporation. The basic governance of the Association shall be as follows:

- A. **Membership.** Every owner shall be a member of the Association. Membership in the Association shall not be subject to severance from the ownership of such lot.
- B. **Voting.** Voting hereunder is based upon one vote per lot. Each lot owner shall have one vote to cast upon any matter to be decided by a vote of the members. If there is more than one person or entity owning a lot, the vote of such member shall be cast as determined by the owners of such lot. In the event of any dispute among joint owners of a lot, the Board shall have the right to make the final and binding decision regarding the applicable vote.
- C. **Authority of Board.** The Board shall have full power and authority to manage the business and affairs of the Association, as more fully set forth in the Articles of Incorporation and Bylaws of the Association, and to enforce the provisions of these Covenants.
- D. **Design Guidelines.** The Board shall have the authority to adopt design guidelines to carry out the purpose and intent of this Declaration, to protect the property values of lot owners and to insure that incompatible development does not occur. All lot use and development shall conform to any design guidelines adopted by the Board, in addition to the provisions of this Declaration.
- E. **Limitation of Liability.** No member of the Board shall be liable to any party for any action or inaction with respect to any provision of this Declaration, provided that such Board member has acted in good faith. No member of the Board shall have any personal liability to any lot owner under any agreement or transaction entered into on behalf of the Association.
- F. **Meetings.** The members of the Association and the Board of Directors of the Association shall hold annual meetings as set forth in the bylaws of the Association. Additional regular or special meetings of the members and/or the Board may be held in accordance with the provisions of the Bylaws of the Association. All matters pertaining to all such meetings, including notices thereof, quorums, and provisions for voting in person or by proxy shall be set forth in the bylaws of the Association.

- G. Ranch Area. The ranch area referred to in paragraph 10 below shall be treated as a separate lot for purposes of voting rights and giving consents hereunder, but shall not be subject to assessments.
- H. Control Period of Declarant. Until a date which is twenty-five years from the date of recordation of this Declaration, the Declarants shall have the option to appoint and remove all members of the Board of Directors of the Association, to appoint and remove all officers of the Association, and to exercise all of the powers and responsibilities otherwise assigned by the Declaration to the Association. Declarants shall have the option at any time, by an express written declaration recorded with the Clerk of Teton County, Wyoming, to turn over to the Association the total responsibility for electing and removing members of the Board of Directors of the Association and the officers.
5. BUILDING PLANS. No building, structure, road, fence, or improvements of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any lot, and no construction activities shall be commenced, until a building permit has been issued therefore by the Board.
- A. The Board may require duplicate sets of plans and specifications for any lot improvement or alteration. The plans shall include a plot plan indicating the location of any building envelope on the lot and the location of the proposed development.
- B. The Board shall review the plans and specifications and determine if the proposed use or development conforms to the requirements of this Declaration.
6. DEVELOPMENT AND USE RESTRICTIONS. All development and use of the Property shall conform to the following requirements:
- A. Provisions in Addition to County Land Use Regulations. Conformity with any and all applicable land use regulations of Teton County, Wyoming, shall be required, in addition to the requirements of these Covenants.
- B. Authorized Use. Only single family residential and recreational/agricultural use shall be permitted.
- C. Prohibited Uses. No commercial or industrial use shall be permitted on any lot with the exception of an artist studio, workshop or private office and such other endeavors not requiring access to the Property by the general public, employees, independent contractors or business invitees in a manner which unreasonably interferes with other neighbors.
- D. Authorized Structures. The following separate buildings shall be permitted on each lot: one single family residence, one guest or caretaker's house, one barn, one garage facility and other outbuildings and sheds expressly permitted by the Board for the particular lot. The Board may authorize the construction of improvements on the ranch area tract such as barn facilities, a caretaker house, fencing and corrals, utility sheds, workshops, haysheds and other facilities for activities such as walking, hiking, riding horses and skiing, as set forth in Section 9 below.
- E. Building Envelope. All buildings, outbuildings, and other authorized structures shall be constructed within any building envelope as identified on the recorded plat for the Property. No improvements will be permitted

on any lot outside of designated building envelopes except for access driveways, utility installations, permitted fences, well and septic systems, gardens, landscaping, wildlife habitat enhancement projects, bridges and other improvements approved by the Board.

- F. Wood Stove/Fireplaces; Fire Management Plan. All wood stoves and fireplaces shall comply with local, state and federal emission regulations. The lot owners will comply with the Fire Management Recommendations for the Property attached as Exhibit "B" hereto.
- G. Fences; Horses. Fencing on the Property is authorized with approval of the Board. The following fences are expressly permitted on any lot:
  - i. Fences internal to the lots for gardens, dog runs and recreational facilities, the size, construction and location of which shall be submitted for approval by the Board.
  - ii. Fencing for horses, mules, llamas and other similar livestock on the ranch area tract.
  - iii. Fences shall be post and pole or wire with a height appropriate to contain livestock, yet low enough to allow ungulate movement through the area (with 40" being the maximum height recommended by Wyoming Game and Fish Department).
- H. Utilities. Connections from lots within the Property to the underground utility lines shall be completed at the applicable lot owners' expense, and shall be underground.
- I. Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any lot. No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare for any adjacent parcel owner. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the lot lines of any lot.
- J. Signs. No signs or advertising devices shall be erected or maintained on any lot, except for (i) Declarants' "for sale" signs and (ii) a sign not greater than 4 square feet in area which identifies the owner or the street address.
- K. Sewage Disposal. Each residential building shall be connected to a private sewage disposal system at the owner's sole expense, and such sewage disposal system shall conform to all applicable standards of Teton County, Wyoming, or other regulatory agency. No new outdoor toilets shall be permitted, except for a reasonable period during construction, and these shall be self-contained.
- L. Common Roads. The common roads on the Property shall be private roads at all times.
- M. Shared Access Roads. The shared access roads providing access to the Property shall be private roads. Each lot owner shall be responsible for a share of the Association's snow removal and maintenance costs for the shared access roads and common roads, in accordance with the determinations of the Board. Developed lots (with a structure) versus undeveloped lots may be assessed a different rate as determined by the Board.

N. Wildlife Protection. It is recognized by the Declarants and the purchasers or owners of each lot within the Property that many wildlife species live on or migrate through the Property during various times of the year. The following limitations on use and development are intended, in addition to all the other requirements of these Covenants, to protect, preserve and maintain the existing wildlife habitat on the Property and to minimize the adverse effects of development on wildlife habitat:

1. Trees. No owner of any lot shall remove or alter or allow others to remove or alter any of the live trees thereon, except as is necessary or desirable for safety reasons, to maintain a healthy forest, to enhance wildlife habitat, or for the clearing and preparation of the building envelope for the purposes of constructing authorized structures or roads thereon.
2. Domestic Animals. Dogs, cats and other domestic animals shall be controlled and restrained at all times, and shall not be allowed to "run at large" on any portion of the Property in a manner which interferes with game. If any pets are caught or identified chasing or otherwise harassing livestock, game or people, the Board shall have the authority to impound such animal or animals, and shall assess a penalty against the owner of such animal or animals of not more than Fifty Dollars (\$50.00) plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing game, livestock or people more than once, the Board shall have the authority to have such animal or animals impounded, removed from the Property or destroyed at the lot owner's expense, the determination of disposition being in the sole discretion of the Board. In the event that such animal or animals are not destroyed, the Board shall assess a penalty of not more than One Hundred Dollars (\$100.00) per animal, plus costs of impoundment. No owner of any animal or animals impounded or destroyed for chasing or harassing livestock, game or people shall have the right of action against the Board or any member thereof, for the impoundment, removal or destruction of any such animal or animals.
3. Taking of Wildlife. The taking of any and all wildlife game animal species by any means within the Property is prohibited except for the catching and keeping of fish and the control of individual animals known to be causing unacceptable damage to property (e.g. a beaver damming an irrigation ditch or a porcupine identified as girdling trees).
4. Human/Wildlife Confrontations. Residents and guests on the Property shall not harass wildlife and should avoid areas of wildlife concentration. Loud, offensive, or other behavior which harasses or frightens wildlife is prohibited.
5. Artificial Feeding. Intentional artificial feeding of moose, deer and elk on the Property is prohibited. Artificial feeding tends to "short-stop" wildlife in route to natural winter ranges and causes them to rely on humans when it is not necessary. This provision does not prohibit incidental foraging by wildlife.
6. Non-Native Animal Species. The purposeful introduction into the wild of any non-native animal species which might compete with or harm native species and result in their decline is prohibited.

7. Firearms. The recreational discharge of rifles, pistols and other firearms is prohibited.
8. Damage Claims. Owners acknowledge that wildlife damage to landscaping may occur since the Property is located within wildlife habitat. Owners shall not file claims against the Wyoming Game and Fish for such damages.
9. Mineral Activities Prohibited. No mining or other mineral extraction or development activities shall be permitted on any lot, including the removal of gravel and digging ponds and ditches; provided that excavation for landscape purposes may be permitted with the prior written approval of the Board.
10. Control of Noxious Weeds. Lot owners shall take all actions necessary to control noxious weeds, as defined by the Teton County Weed and Pest Control Board and/or the Board. Because the timing for effective control of noxious weeds is very critical, if a lot owner fails to respond immediately to a written request for weed control from the Board, the Board shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such lot to treat noxious weeds without any liability for trespass. In the event that the Board provides for noxious weed treatment as described herein, the owner of a lot treated for noxious weed control shall pay all costs incurred by the Board.
11. Trash Storage. Bear-proof trash receptacles (bear-proof dumpsters, sheds, etc.) shall be installed for trash storage.

7. BOARD OF DIRECTORS. The Board of Directors of the Association shall consist of at least three (3) members, or such additional number as may be approved by the members in accordance with the articles and bylaws of the Association. The term of each initial Board member shall be five (5) years. The initial Board members shall be John E. P. Morgan, Gloria G. Morgan and Kaidi Morgan Dunstan, who shall each serve for a 5 year term, and the remaining members may fill any vacancies during that term. Subject to Paragraph 4(H) above, the subsequent Board members shall be elected by a majority vote of the members.

8. VARIANCES. The Board may grant variances from any of the requirements of Section 5 and 6 above, in its discretion, except that a variance from the provisions of paragraphs 6E, 6F, 6G and 6N shall also require the consent of the Board of County Commissioners of Teton County.

9. ASSESSMENTS. In order to properly operate, manage and maintain the Property for the benefit of all lot owners, the Association, by and through the Board, shall have the authority to levy assessments and each lot owner, by acceptance of a deed to the Property, shall be deemed to have granted a lien upon their lot to the Association to secure payment of the assessments in accordance with the following terms and conditions:

A. Creation of the Lien and Personal Obligation for Assessments. Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to these Covenants and agrees to pay the Association:

1. Annual assessments or charges; and

ii. Special assessments for capital improvements. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall constitute a lien against the lot prior and senior to any other liens or encumbrances (e.g., mortgages) against the lots and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees shall also be the personal obligation of the entity or person who was the owner of such lot at the time when the assessment became due and payable.

B. Purpose of Assessments. The assessments levied by the Board shall be issued exclusively to promote the recreation, health, safety and welfare of the owners of the Property, to include road maintenance (common road and shared access road) and utility line maintenance, landscape maintenance, Board expenses, mailing costs and other reasonable and necessary expenses incurred by the Board on behalf of the Association.

C. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within 30 days after the due date therefor may bear interest from the due date at the rate of fifteen percent per annum and the Board may assess a 5% late charge as well. The Board may bring an action on behalf of the Association against the owner and any other person obligated to pay the same or may foreclose the lien against the lot. No public record notice of the lien shall be required to perfect its priority. The priority of the liens shall be as of the recording date of this Declaration.

10. RANCH AREA. The Ranch Area (Lot No. 12 and Lot No. 13) is subject to the following restrictions. The Board shall be entitled to enforce these restrictions:

- A. The agricultural character of the hayfield will be maintained.
- B. Grazing of domestic livestock, growing and harvesting of hay and other agricultural and recreational uses that do not significantly harm the vegetation are allowed. The number of grazing animals is restricted so as to maintain the agricultural character in conformance with generally accepted grazing activities.
- C. No recreational hunting or shooting is allowed on the ranch area tract.
- D. Tree cutting is allowed for safety, to enhance wildlife habitat, and to maintain a healthy forest with low fire hazard.
- E. Permitted recreational uses shall include walking, hiking, riding horses, cross country skiing in a manner that does not unreasonably interfere with wildlife.
- F. Typical agricultural fences are allowed around the perimeter of the ranch area tract, subject to the requirements of paragraph 6G(iii) above. Interior pasture fences are allowed to insure and maintain a healthy pasture.
- G. The following building and improvements are allowed within the "Livestock Improvement Area" of said ranch area tract:
  - i. the barn not to exceed 8,000 square feet;
  - ii. caretaker house not to exceed 1,200 square feet;
  - iii. corrals, as needed;

- iv. hayshed; and
- v. utility sheds and workshops.

11. **VIOLATIONS, ENFORCEMENT, LIENS AND COSTS.** The restrictions set forth in this Declaration shall be enforceable by the Declarants, the Board, and by each owner of a lot within the Property. In addition, the board of County Commissioners of Teton County, Wyoming, shall have the authority to enforce the provisions of paragraphs 6E, 6F, 6G, 6N, 8 and 10.

Any lot owner who uses or allows his or her lot be used or developed in violation of this Declaration further agrees to pay all costs incurred by the Board or the Declarants in enforcing these Covenants, including reasonable attorney's fees. The Board shall have a lien against each lot and the improvement thereon to secure the payment of any billing for common services, assessments, attorney fees and interest. The Board may record a notice of lien in the office of the County Clerk of Teton County, Wyoming, which shall include description of the applicable lot and the name of the owner thereof and the basis for the amount of the lien. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Wyoming. In addition to the principal amount of the lien plus interest and charges, the Board shall be entitled to payment of all costs incurred in the establishment or enforcement of any lien, including all reasonable attorney's fees.

12. **PROPERTY SUBDIVISION RESTRICTIONS.** No lot is to be further subdivided, divided or split. Two (2) or more contiguous lots, if owned by the same record owner, may be combined as one (1) larger lot for the purpose of applying this Declaration, provided that the record owner makes such election in writing to the Board, and an appropriate instrument irrevocably combining such lots is duly recorded. Following the combination of any lots, the resulting lot shall have the same rights and be subject to the same obligations and restrictions as a single lot.

13. **AMENDMENT; DECLARANT.** This Declaration may only be amended with the written consent of the record owners of at least two-thirds of the lots within the Property, based on one vote for each parcel, except for the provisions of paragraphs 6E, 6F, 6G, 6N, 8 and 10, the amendment of which shall also require the consent of the Board of County Commissioners of Teton County. Any action required or permitted to be taken hereunder by the "Declarants" may be taken by the Declarants then owning 50% or more of the lots. A third party purchaser of a lot from one of the original Declarants shall not be considered a Declarant under this Declaration, if the third party purchaser is not a lineal descendent of John and Gloria Morgan.

14. **DURATION.** All of the Covenants, Conditions and Restrictions set forth herein shall remain in full force and effect at all times against the Property and the owners and purchasers of any portion thereof. This Declaration shall be deemed to remain in full force and effect for a twenty (20) year period, and shall be automatically renewed for additional consecutive twenty (20) year periods unless all of the lot owners of the Property subject to this Declaration otherwise agree in writing.

15. **SEVERABILITY.** Any decision by a court of competent jurisdiction invalidating any part or paragraph of these Covenants shall be limited to the part or paragraph affected by the decision of the court, and the remainder of these Covenants shall remain in full force and effect.

16. **ACCEPTANCE OF COVENANTS.** Every owner or purchaser or other transferee of a parcel within the Property shall be bound by and subject to all of the provisions of this Declaration, and every lot owner or other person who has legal or equitable interest in and to the Property (including each mortgagee) expressly accepts and consents to the operation and enforcement of all of the provisions of this

Declaration.

IN WITNESS WHEREOF, the Declarants have duly executed and delivered this Declaration of Covenants, Conditions and Restrictions effective as of the date of recordation hereof.

DECLARANTS:

John E.P. Morgan  
JOHN E.P. MORGAN, as trustee

Gloria G. Morgan  
GLORIA G. MORGAN, as trustee

Wendy Morgan  
WENDY MORGAN

Kaidi Morgan Dunstan  
KAIDI MORGAN DUNSTAN

Penelope Morgan  
PENELOPE MORGAN

Ann Cynthia Morgan Jaffe  
ANN CYNTHIA MORGAN JAFFE

Lisa Morgan  
LISA MORGAN

STATE OF Wyoming )  
COUNTY OF Teton ) ss.

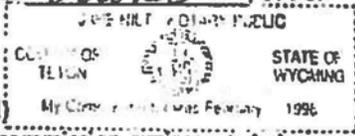
The foregoing was acknowledged before me by John E.P. Morgan and Gloria G. Morgan, as trustees, this 27th day of August, 1996.

JANE HILT Notary Public  
COUNTY OF TETON STATE OF WYOMING  
(seal) Commission Expires February 1, 1998  
My commission expires: 2/1/98

Jane Hilt  
Notary Public

STATE OF Wyoming )  
 )ss.  
COUNTY OF Teton )

The foregoing was acknowledged before me by Wendy Morgan this 4th  
day of October, 1996.

(seal)   
My commission expires: 2/1/98

Jane Hilt  
Notary Public

STATE OF Wyoming )  
 )ss.  
COUNTY OF Teton )

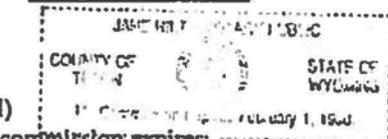
The foregoing was acknowledged before me by Kaidi Morgan Dunstan this  
27th day of August, 1996.

(seal)   
My commission expires: 2/1/98

Jane Hilt  
Notary Public

STATE OF Wyoming )  
 )ss.  
COUNTY OF Teton )

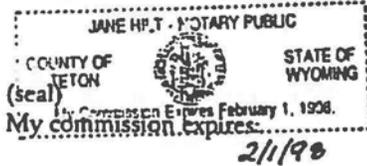
The foregoing was acknowledged before me by Penelope Morgan this 16th  
day of October, 1996.

(seal)   
My commission expires: 2/1/98

Jane Hilt  
Notary Public

STATE OF Wyoming )  
 )ss.  
COUNTY OF Teton )

The foregoing was acknowledged before me by Ann Cynthia Morgan Jaffe this 27th day of AUGUST, 1996.



Jane H.P.T.  
Notary Public

STATE OF Wyoming )  
 )ss.  
COUNTY OF Teton )

The foregoing was acknowledged before me by Lisa Morgan this 27th day of September, 1996.



Scott R. Pierson  
Notary Public

November 22, 1994

## **FIRE MANAGEMENT RECOMMENDATIONS FOR MORGAN PUD, WILSON, WY**

Fires are inevitable in the lodgepole pine and mixed conifer forests of the northern Rocky Mountains. Despite our best efforts at fire suppression, forest fires will occur. Homeowners can create a defensible space around their homes by managing forest fuels (the trees, logs, and other vegetation that could burn in a fire). Within the defensible space, fires burn at lower intensities, allowing fire fighters to work more safely, providing more time for people to escape, and decreasing the chance that forest fires will damage buildings.

Shaded fuel breaks are effective. These are created through thinning (removing some trees), pruning the lower branches to lift tree crowns above the forest floor, and partial removal of the logs and other woody debris. This means cutting some trees, but does not mean removing all trees or cutting large areas. A forested appearance can and should be maintained. With care, both the esthetic and wildlife habitat values increase.

Site and buildings can be designed to ease protection of people and their property when fires burn the surrounding forest. Designing houses and landscaping to reduce flammability is important. In addition, site design should ensure safe arrival of fire fighting equipment and departure of residents are important elements of fire planning.

### **Will fires occur?**

The potential for intense fires is real. Although fires are not frequent in lodgepole pine, mixed conifer and sagebrush, they are intense. Examples include the many of the Greater Yellowstone fires in 1988, and other local fires such as the Beaver Creek fire in 1985, the Hunter fire in 1988, and the Mormon Row fire in 1994. People suppressed these fires, yet all these fires either burned or threatened to burn buildings. In 1988, National Park Service personnel predicted increasing fire hazard in Grand Teton National Park over the next 25-75 years, particularly in lodgepole pine forests. Despite our best efforts, fire prevention and fire suppression efforts are not always effective.

Under the proposed Morgan PUD, homes and other structures will be built in and near forests. Crown fires pose the greatest threats to people and their property. Crown fires burn through the crowns of tall trees. They spread rapidly, burn with high intensity, and generate many airborne embers that can ignite new fires ahead of the advancing fire. Where slopes exceed 30%, crown fires burn even more intensely. Once crown fires are burning where fuels are abundant, those crown fires are nearly impossible to stop, even with advanced fire fighting technology. Presence of "ladder fuels," vertically continuous combustible material such as grasses, shrubs, small trees and lower limbs on tall trees, increases the likelihood of a crown fire. Reducing total fuel accumulation, removing fuel ladders, and breaking up continuous tree crowns decreases crown fire potential.

**Fire potential varies with the vegetation**

In the past, lodgepole pine forest in Jackson Hole burned as often as every 50 years. Early explorers reported frequent fires, and historical photographs support this. Both rapidly burning crown fires and slowly spreading surface fires occurred, but it is the intense, wind-driven crown fires that are most threatening to people and property. Most of the lodgepole pine stands on the Morgan property are immature or mature, so the potential for crown fires is moderate, but increasing. Where many subalpine fir trees are present to carry fire into the crowns of the taller lodgepole pine trees, the fire potential is high. Dead logs and branches accumulate in the cold, dry climate. When they are dry, they readily ignite and feed crown fires.

Aspen stands seldom burn readily. There is little woody debris and the vegetation remains moist even late in the summer. Aspen stands often slow or stop fire spread. Planting or otherwise favoring aspen (or other vegetation that does not readily burn) near homesites, and removing many of the conifers now encroaching into aspen stands decreases their potential to burn. Many wildlife species use aspen stands. Based upon photographic evidence, there are now fewer aspen stands in Jackson Hole than the earliest settlers found.

Sagebrush patches could burn intensely. Before settlement, mountain sagebrush-grasslands burned every 20 to 30 years. The more abundant the sagebrush bushes are, the greater the potential intensity and rate of spread of fires. On the Morgan property, sagebrush is found in the northeastern corner, on the hill above Fish Creek, and next to the hay field. None of these areas is extensive. If buildings are built near sagebrush, an area of mown grass immediately next to the buildings will reduce direct exposure to flames.

**Can fire potential be reduced?**

Yes. Reducing the fuel available to burn in a fire can significantly ease fire suppression efforts and decrease the chance that forest fires will damage buildings. Fires don't spread as readily where tree crowns are separated or they are far above the fuel on the ground.

**Priorities for fuel reduction**

Two general types of areas should be treated. These are the areas near the buildings and next to the roads. Because fires spread faster up steep hills, it is most important to treat the fuels below the roads and buildings.

**Recommended treatments**

Maintain aspen groves and meadows dominated by grasses and forbs. Where possible, increase the abundance of aspen by planting aspen. Maintain aspen dominance by removing many conifers growing underneath the aspen.

Where sagebrush patches greater than 1 acre in size are next to buildings, grass should be watered and/or mowed immediately next to the buildings. Concrete and gravel walkways, rock gardens, walking paths and roads can be effective barriers to spread of fire. Mow the grass near the buildings. Width of these barriers should be three to five times the height of the uncut grass. Thinning dense sagebrush near buildings is also helpful but not essential.

In the lodgepole pine forests, create and maintain a shaded fuel break within at least 200 to 300 yards downhill of the buildings, and for 100 or more yards above and along the slope contour from the buildings. This distance was chosen based on projected spotting distances under drought conditions. The width and shape of the fuel break should be modified based upon prevailing wind direction, slope, and natural barriers to fire spread.

Generally strive to separate the tree crowns enough to keep them from touching each other and the vegetation below them. This will mean cutting some live subalpine fir trees that have established under the older lodgepole pine. Leave trees in an irregular, clumped pattern rather than a uniform one. Clumped vegetation will provide visual screening, better habitat for birds, and will not reduce the effectiveness of the fuel break. Preferentially remove subalpine fir trees. Judiciously prune remaining trees to remove branches within 12 feet of the ground. Where the vegetation provides a visual screen between buildings and near roads, live trees can be left unpruned if the crowns are at least 10 feet apart. Leave some small trees, preferably in clumps more than 12 feet apart and not underneath the crown of larger trees. Either remove many (but not all) of the large logs and branches, or burn them in small piles (generally piles should be less than 3 feet deep to reduce crown scorch on remaining trees when the piles are burned). These small piles can be burned when risk of fire spread is very low, such as early in the winter.

Reduce fuel accumulations along the roads to ensure access and egress during a fire. It is particularly important to treat areas below the roads where slopes exceed 30%. On the Morgan property, there are few places where heavy fuel accumulations exist on steep slopes below roads.

Once shaded fuel breaks are created, periodic maintenance is needed. Such maintenance is needed where subalpine fir trees encroach into aspen groves.

#### **Site and building design**

Use non-combustible roofing materials. Roofs are the most vulnerable part of a building during a fire. Don't allow flammable debris to accumulate on roofs. Cover all exterior attic and underfloor vents to prevent entry of flammable materials and burning embers. Use double-paned, insulating glass where possible to reduce the potential for ignition of house interiors via radiant heating through windows. Ensure that chimneys and stove pipes have adequate spark arresters. Store firewood where it will not add to the risk of ignition of the house (e.g., in a woodshed or other cover instead of underneath the porch).

It is also important to provide two separate exits from the house sites. People must be able to use them on foot, and may wish to be able to use cars. During the summer and fall, the existing tractor roads and trails provide suitable access to the hay field, and thus currently provide an alternate escape route. However, these escape routes should be maintained so that they can be used even when smoke limits visibility.

Locate roads, parking lots, gardens, and trails to act as fire breaks. Prepare and maintain sites between buildings to increase fire resistance. This can consist of planting trees and shrubs that are less flammable, such as quaking aspen and flowers, around buildings, establishing rock gardens or mowed areas between and immediately adjacent to buildings. Have fire fighting tools (buckets, shovels, axes, pulaskis, etc.) and a freeze-proof outdoor faucet and hose available to provide water for wetting the roof of buildings.

**Supporting references**

I based these recommendations upon published literature. Much of the factual material is documented in the "Hazard Fuel Management Plan for Grand Teton National Park." I'll be glad to provide those references upon request (see address below).

**Prepared by:**

Penny Morgan, Ph.D.  
Associate Professor  
College of Forestry, Wildlife, and Range Sciences  
University of Idaho  
Moscow, ID 83844-1133  
Phone: (208) 885-7507  
FAX: (208) 885-6226

**PARTIAL VACATION OF PLAT**

**WHEREAS**, on \_\_\_\_\_, 2016 the Teton County Board of County Commissioners (the “Board”) met at their regularly scheduled meeting to consider the request by Blue Mountain Bench, LLC, a Wyoming limited liability company (“Lot Owner”) to vacate certain common lot lines shown on the Blue Mountain Bench Master Plan, recorded as Plat No. 886 in the Office of the Clerk of Teton County, Wyoming;

**WHEREAS**, upon the Board’s approval of this partial vacation said Lots 6 and 7 shall be combined and hereafter referenced as Lot 6, Blue Mountain Bench Master Plan, recorded as Plat No. 886 and shall be treated as one lot for all purposes under the Teton County Land Development Regulations as shown on the exhibit map attached hereto and made part hereof;

**WHEREAS**, said combined Lots 6 and 7 cannot be re-subdivided without receiving subdivision approval from Teton County under Teton County’s Land Development Regulations in effect at that time;

**WHEREAS**, having found that the proposed vacation of common lot lines does not abridge or destroy any of the rights and privileges of other proprietors in said Blue Mountain Bench Master Plan, Plat No. 886, the proposed vacation referenced herein was approved by the Board;

**NOW, THEREFORE**, in accordance with Section 34-12-110 of the Wyoming State Statutes, the Chair of the Teton County Board of County Commissioners hereby respectfully requests the Teton County Clerk to (1) write “Vacated” on the lot lines common to said Lots 6 and 7 Blue Mountain Bench Master Plan, found on sheet 2 of 2, Plat No. 886, and (2) to make a reference on said plat to the volume and page in which said instrument of partial vacation is recorded.

PIDN: 22-41-17-15-3-01-006 (Lot 6)  
22-41-17-15-3-01-003 (Lot 7)

\_\_\_\_\_  
Wendy Morgan, Manager  
Blue Mountain Bench, LLC a Wyoming limited liability company

(Signatures continued on following page)

STATE OF WYOMING     )  
  )ss.  
COUNTY OF TETON     )

The foregoing instrument was acknowledged before me by \_\_\_\_\_ ,  
\_\_\_\_\_ of Blue Mountain Bench, LLC a Wyoming limited liability company  
this \_\_\_\_ day of \_\_\_\_\_, 2016.  
WITNESS, my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
\_\_\_\_\_, its Chairman

Attest: \_\_\_\_\_  
County Clerk

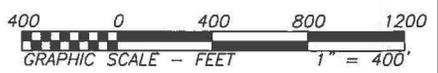
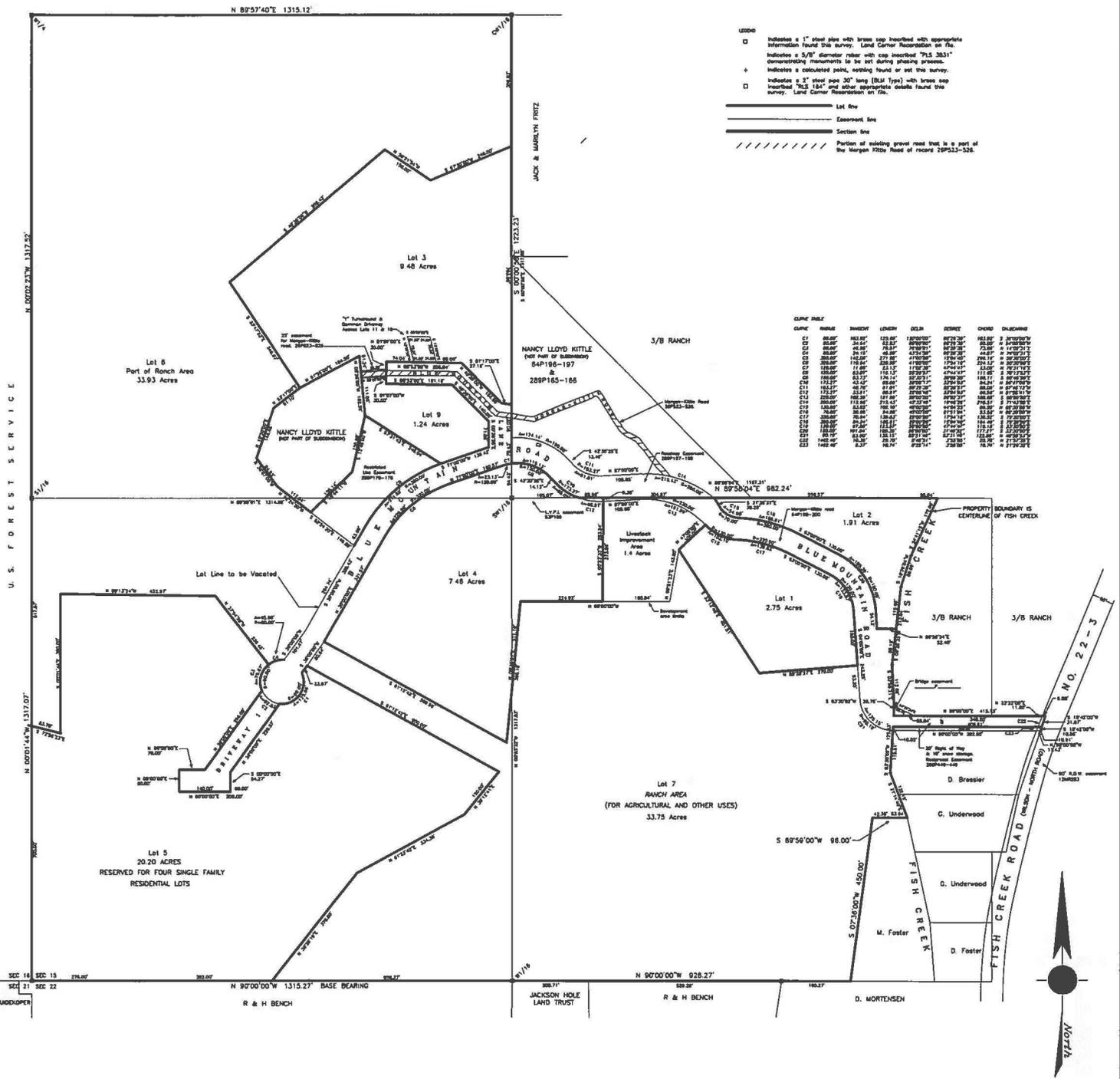
STATE OF WYOMING     )  
  )ss.  
COUNTY OF TETON     )

The foregoing instrument was acknowledged before me by \_\_\_\_\_ ,  
Chairman of the Teton County Board of County Commissioners on this \_\_\_\_ day of  
\_\_\_\_\_, 2016.  
WITNESS, my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

W. ANDERSON, ET UX



# Partial Vacation

Project Number. 87001  
 Project Path.  
 F:\1987\87001\Survey\87001\_BLA.dwg  
 Drawn By. ES  
 Reviewed By. ###  
 Drawing Date. October 9, 2016  
 Revision Date. Month 00, 0000

# Blue Mountain Bench

Being a portion of  
 SW $\frac{1}{4}$  & SW $\frac{1}{4}$ SE $\frac{1}{4}$  Section 15  
 T.41N., R.117W., 6th P.M.,  
 Teton County, Wyoming

Pierson Land Works, Inc.  
 P.O. Box 1143  
 180 S. Willow St.  
 Jackson, WY 83001  
 Tel 307. 733.5429  
 Fax 307. 733.9669  
 piersonlandworks.com

November 8, 2016

we define, design & deliver  
the places where you play, live & work



pierson land works LLC  
www.piersonlandworks.com

Roby Hurley  
Teton County Planning & Development  
P.O. Box 1727  
200 S. Willow  
Jackson, WY 83001

**RE: Final Plat Findings – Partial Vacation of Plat – Blue Mountain Bench Master Plat (S/D 2016-0010)**

Dear Roby:

Per your request, following are the findings for Subdivision Plat in accordance with Section 8.5.3.C. of the LDRs.

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

This final plat application is a partial vacation of an existing Plat to vacate an existing lot line between Lot 6 and 7 of Blue Mountain Bench Master Plat, Plat No. 886 which are two existing platted lots. Blue Mountain Bench is a PUD (PUD 1992-0004) approved July 2<sup>nd</sup> 1996.

2. *Complies with the standards of this Section*

As this request is a partial vacation of a previously approved and recorded Plat and having been submitted under LDR Section 8.2.13.C.5 – Partial Vacation Without Replat – specific standards of 8.5.3.C will be met to the extent required under 8.2.13.C.5.

3. *Complies with the subdivision standards of DIV. 7.2*

As this request is a partial vacation of a previously approved and recorded Plat meeting Standards of Division 7.2 would not apply.

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

This partial vacation application has been submitted in accordance with Section 8.2.13.C.5.d of the LDRs and complies with the standards of that section regarding lot combination. A draft instrument has been submitted to memorialize the combination and includes the appropriate notation regarding no re-subdivision unless in accordance with the LDRs.

Please let me know if you have any question with this information.

Sincerely,

  
George Putnam  
Pierson Land Works, LLC