



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

- Public Works/Engineering
- Building
- Title Company
- Town Attorney
- Police

Joint Town/County

- Parks and Recreation
- Pathways
- Housing Department

Teton County

- Planning Division

- Engineer
- Surveyor- *Nelson*
- Assessor
- Clerk and Recorder
- Road and Levee

State of Wyoming

- Teton Conservation
- WYDOT
- TC School District #1
- Game and Fish
- DEQ

Federal Agencies

- Army Corp of Engineers

Utility Providers

- Qwest
- Lower Valley Energy
- Bresnan Communications

Special Districts

- START
- Jackson Hole Fire/EMS
- Irrigation Company

Date: July 28, 2020

Item #: P20-140

Planner: Tyler Valentine

Phone: 733-0440 ext. 1305

Fax: 734-3563

Email: tvalentine@jacksonwy.gov

Owner:

Teton Landing, LLC
PO Box 1677
Jackson, WY 83001

Applicant:

Fodor Law – Stephan Fodor
120 E. Pearl Ave
Jackson, WY 83001

REQUESTS:

The applicant is submitting a request for a Subdivision Plat, specifically for a 7-lot subdivision, for the property located at 115 Nelson Drive

For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.

Please respond by: **August 11, 2020 (Sufficiency)**
August 18, 2020 (with Comments)

RESPONSE: For Departments not using Trak-it, please send responses via email to:
tstolte@jacksonwy.gov

FODOR LAW OFFICE, PC

Stefan J. Fodor

P.O. Box 551 / Jackson, WY 83001

307.733.2880 (t) / 307.733.2890 (f)

stefan@fodorlaw.com

July 27, 2020

Via Email Only

Town of Jackson, Planning & Building Department
c/o Tiffany Stolte
Email: TStolte@jacksonwy.gov

RE: Teton Landing Subdivision Plat Application

Dear Tiffany:

Please find enclosed a subdivision plat application on behalf of our client, Teton Landing, LLC. The enclosed application includes the following:

- Application
- Letter of Authorization
- Property Deeds
- Subdivision Narrative
- Plat
- Draft Certificates of Acknowledgement
- Exaction Sheets
- Draft Covenants, Conditions & Restrictions for the Teton Landing Subdivision
- Affidavit of Publisher & Notice of Intent to Subdivide
- Title Report from Wyoming Title & Escrow

We confirmed with Brian Lenz on February 12, 2020 that no subdivision improvements agreement is required for this subdivision. I will be paying the \$1,000 application fee by check and will coordinate with you on delivery. Thank you and please contact me with any questions.

Regards,


Fodor Law Office, PC
Stefan J. Fodor

Encl.



PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | www.townofjackson.com
Jackson, WY 83001

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: Teton Landing Subdivision

Physical Address: 115 Nelson Drive; Pt. NE 1/4NE1/4 Sec. 34, Twp. 41, Rng. 116

Lot, Subdivision: _____

PIDN: 22-41-16-34-1-00-030; 22-41-16-34-1-00-031

PROPERTY OWNER.

Name: Teton Landing, LLC Phone: 307-733-2880

Mailing Address: PO Box 1677, Jackson, Wyoming ZIP: 83001

E-mail: sdarwiche@hoteljackson.com

APPLICANT/AGENT.

Name: Fodor Law Office c/o Stefan Fodor Phone: 307-733-2880

Mailing Address: 120 E. Pearl Avenue, Jackson, Wyoming ZIP: 83001

E-mail: stefan@fodorlaw.com; jill@fodorlaw.com

DESIGNATED PRIMARY CONTACT.

Property Owner Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson.com/200/Planning

Use Permit

Basic Use

Conditional Use

Special Use

Relief from the LDRs

Administrative Adjustment

Variance

Beneficial Use Determination

Appeal of an Admin. Decision

Physical Development

Sketch Plan

Development Plan

Design Review

Subdivision/Development Option

Subdivision Plat

Boundary Adjustment (replat)

Boundary Adjustment (no plat)

Development Option Plan

Interpretations

Formal Interpretation

Zoning Compliance Verification

Amendments to the LDRs

LDR Text Amendment

Map Amendment

Miscellaneous

Other: _____

Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: P18-224 Environmental Analysis #: _____
Original Permit #: P19-152 (Development Plan); Date of Neighborhood Meeting: 5/13/19
P19-285 (ZCV)

SUBMITTAL REQUIREMENTS. 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. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

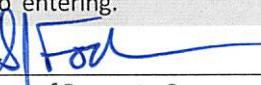
Application Fee. Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

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. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

Response to Submittal Requirements. The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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


Signature of Property Owner or Authorized Applicant/Agent

Stefan Rodor

Name Printed

7-23-20

Date

Attorney

Title

LETTER OF AUTHORIZATION

Teton Landing LLC

PO Box 1677, Jackson, Wyoming 83001

“Owner” whose address is: _____

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Teton Landing LLC, as the owner of property

more specifically legally described as:

A portion of the NE1/4NE1/4, Sec. 34, Twp. 41N, Rng. 116W

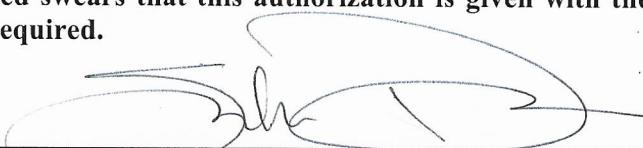
(full legal descriptions attached hereto)

(If too lengthy, attach description)

HEREBY AUTHORIZES Stefan Fodor of Fodor Law Office as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and 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 or regulations applicable to the action sought to be permitted by the application authorized herein.

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:



(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Managing Member

(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

STATE OF Wyoming

)

COUNTY OF Teton

)

)SS.

The foregoing instrument was acknowledged before me by Sadek Daswiche this 7th day of April, 2020.

WITNESS my hand and official seal.



(Notary Public)

My commission expires: 03/06/2023

(Seal)



RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	✓

QUITCLAIM DEED

Stage Stop, Inc., a Wyoming Corporation, GRANTOR, of Teton County, Wyoming, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby CONVEYS AND QUITCLAIMS TO Teton Landing LLC, a Wyoming limited liability company, GRANTEE, whose address is PO Box 1677, Jackson, WY 83001, all right, title and interest in and to the following described real estate situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

A portion of the NE1/4 NE1/4 of Section 34, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, more particularly described as follows

Parcel 1:

Beginning at corner Number One of the tract conveyed, which is the Northeast corner of said tract. This corner is 128 feet West and 660 feet South of the Northeast corner of Section 34, Township 41 North, Range 116 West. From Corner No. 1, proceeding West 382 feet to Corner No. 2;

thence South 114 feet to Corner No. 3;

thence East 382 feet to Corner No. 4;

thence North 114 feet to the place of beginning.

PIDN: 22-41-16-34-1-00-001

GRANTOR: STAGE STOP INC

GRANTEE: TETON LANDING LLC

Doc 0962961 Filed At 16:33 ON 01/08/19

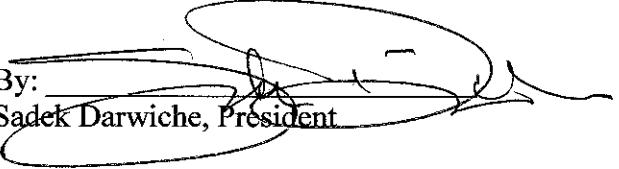
Sherry L. Daigle Teton County Clerk fees: 15.00

By Mary D Antrobus Deputy

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

WITNESS the due execution and delivery of this Quitclaim Deed this 7th day of ~~September 2018~~ January, 2019.

Stage Stop, Inc., a Wyoming Corporation

By: 
Sadek Darwiche, President

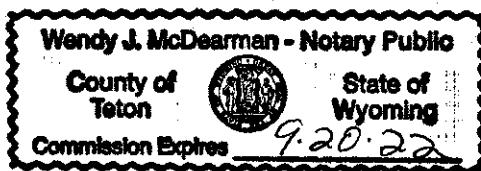
State of Wyoming)

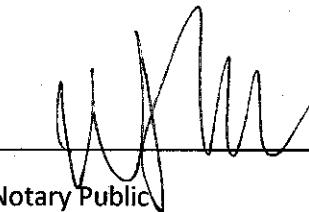
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County of Teton

On this 7th day of ~~September, 2018~~ ^(10 a.m.) January, 2019, before me a Notary Public in and for the State of Wyoming, personally appeared Sadek Darwiche, President of Stage Stop, Inc., A Wyoming Corporation, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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




Notary Public

(SEAL)

My Commission Expires: 9.20.22

2

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

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Stage Stop, Inc., a Wyoming Corporation, GRANTOR, of Teton County, Wyoming, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby CONVEYS AND QUITCLAIMS TO Teton Landing LLC, a Wyoming limited liability company, GRANTEE, whose address is PO Box 1677, Jackson, WY 83001, all right, title and interest in and to the following described real estate situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

A portion of the NE1/4 NE1/4 of Section 34, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, more particularly described as follows

Parcel 2:

Beginning 660 feet South of the Northeast corner of Section 34, Township 41 North, Range

116 West;

thence running West 128 feet;

thence South 114 feet;

thence East 128 feet;

thence North 114 feet to the place of beginning.

PT NE1/4NE1/4 SEC 34, TWP 41, RNG

116.

PIDN: 22-41-16-34-1-00-001

GRANTOR: STAGE STOP INC

GRANTEE: TETON LANDING LLC

Doc 0962962 Filed At 16:34 ON 01/08/19

Sherry L. Daigle Teton County Clerk fees: 15.00

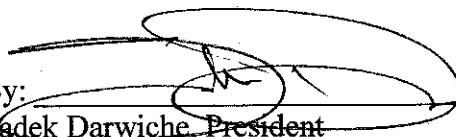
By Mary D Antrobus Deputy

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

WITNESS the due execution and delivery of this Quitclaim Deed this 7th day of
September 2018 January, 2019.

SD.

Stage Stop, Inc., a Wyoming Corporation

By: 
Sadek Darwiche, President

State of Wyoming)

:ss

County of Teton

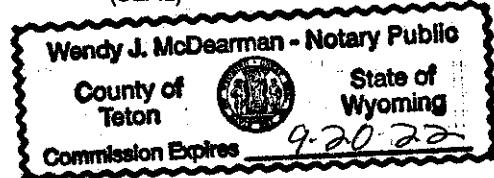
On this 7th day of January, 2019, before me a Notary Public in and for the State of Wyoming, personally appeared Sadek Darwiche, President of Stage Stop, Inc., A Wyoming Corporation, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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



Notary Public

(SEAL)



My Commission Expires: 9-20-22



y2consultants.com
307 733 2999

CONSULTANTS

ENGINEERING, SURVEYING & PLANNING
LANDSCAPE ARCHITECTURE, GIS
NATURAL RESOURCE SERVICES

TETON LANDING SUBDIVISION 1ST FILING

SUBDIVISION PLAT LOTS 1-7

Prepared by:

Y2 Consultants, LLC
ATTN: Mark Fellermann
P.O. Box 2870
Jackson, WY 83001

Prepared for:

Teton Landing, LLC
ATTN: Sadek Darwiche
P.O. Box 1677
Jackson, WY 83001

March 5, 2020

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Findings	1
Is in substantial conformance with an approved development plan or development option plan or is a condominium or townhouse subdivision of existing physical development	1
Complies with the standards of this Section	1
Complies with the subdivision standards of Div. 7.2.....	2
Complies with all relevant standards of these LDRs and other County Resolutions	2
Appendix A : Development Plan for 115 Nelson Drive (P19-152)	A-1
Appendix B : Zoning Compliance Verification for a Minor Deviation to an Approved Development Plan (P19-258).....	A-1

INTRODUCTION

Teton Landing, LLC currently owns two unplatted parcels, totaling 1.29 acres, located at 115 Nelson Drive within the Town of Jackson. Both parcels are zoned Neighborhood Medium-1 (NM-1) and are outside the Natural Resource Overlay and Scenic Resource Overlay. Access to the subdivision is provided via a 30' easement from Nelson Drive along the northern property boundary of Parcel 1. Parcel 2 is encumbered by Nelson Drive, steep slopes, and is therefore proposed to be combined with Lot 1.

Seven (7) lots are proposed with this subdivision, all approximately 6,200 sf and in harmony with the neighborhood character (See plat for proposed lot lines). Lot 1 is proposed to be 19,000 sf because it is combined with the entirety of Parcel 2. The minimum lot size in this zone is 3,750 sf for single-family lots. However, 3,750 sf lots would not match the surrounding neighborhood character. During the Development Plan stage, the applicant held an optional neighborhood meeting to take public comment and address any concerns.

The Development Plan associated with this application (P19-152) was approved by the Town Council on September 16, 2019. The original development plan (Appendix A) did not include Parcel 2 because the owner was not sure of the future of Parcel 2. However, in November of 2019, the applicant and the agent met with the Town of Jackson to discuss the inclusion of Parcel 2 in the Teton Landing Subdivision. The Town directed the applicant to submit a Zoning Compliance Verification for a Minor Deviation to an approved Development Plan (Item P19-258) to confirm that the inclusion of Parcel 2 within the Teton Landing Subdivision would still meet all applicable Land Development Regulations. P19-258 was approved December 31, 2019 (Appendix B).

This Subdivision Plat application and plat depict the same proposed lot lines as were approved under P19-258 as a Minor Deviation to an approved Development Plan.

FINDINGS

IS IN SUBSTANTIAL CONFORMANCE WITH AN APPROVED DEVELOPMENT PLAN OR DEVELOPMENT OPTION PLAN OR IS A CONDOMINIUM OR TOWNHOUSE SUBDIVISION OF EXISTING PHYSICAL DEVELOPMENT

Complies. This application and plat depict the same proposed lot lines as were shown in P19-258, approved December 31, 2019 (Appendix B). No physical development is proposed with this application.

COMPLIES WITH THE STANDARDS OF THIS SECTION

Complies. This subdivision complies with all standards of section 8.5.3, Subdivision Plat of the Town of Jackson LDRs.

COMPLIES WITH THE SUBDIVISION STANDARDS OF DIV. 7.2.

Complies. A land division is an allowed development option in the NM-1 zone. This subdivision seeks to subdivide two unplatteed parcels into seven lots, all complying with the minimum lot size requirement.

COMPLIES WITH ALL RELEVANT STANDARDS OF THESE LDRS AND OTHER COUNTY RESOLUTIONS

Complies. This Subdivision Plat application is submitted in accordance with the standards of Section 7.2.3 and 8.5.3 Subdivision Plat of the Town of Jackson LDRs. The proposed subdivision complies with relevant standards, outlined in the NM-1 zone. The proposed subdivision lot sizes are in conformance with the minimum lot size requirements in the NM-1 zone.

APPENDIX A: DEVELOPMENT PLAN FOR 115 NELSON DRIVE (P19-152)



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: SEPTEMBER 12, 2019
MEETING DATE: SEPTEMBER 16, 2019

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: TYLER VALENTINE

SUBJECT: **ITEM P19-152:** DEVELOPMENT PLAN FOR A 7-LOT SUBDIVISION AT 115 NELSON DRIVE IN THE NEIGHBORHOOD MEDIUM DENSITY – 1 ZONING DISTRICT.

OWNER: TETON LANDINGS LLC

APPLICANT: Y2 CONSULTANTS - MELISSA RUTH

REQUESTED ACTION

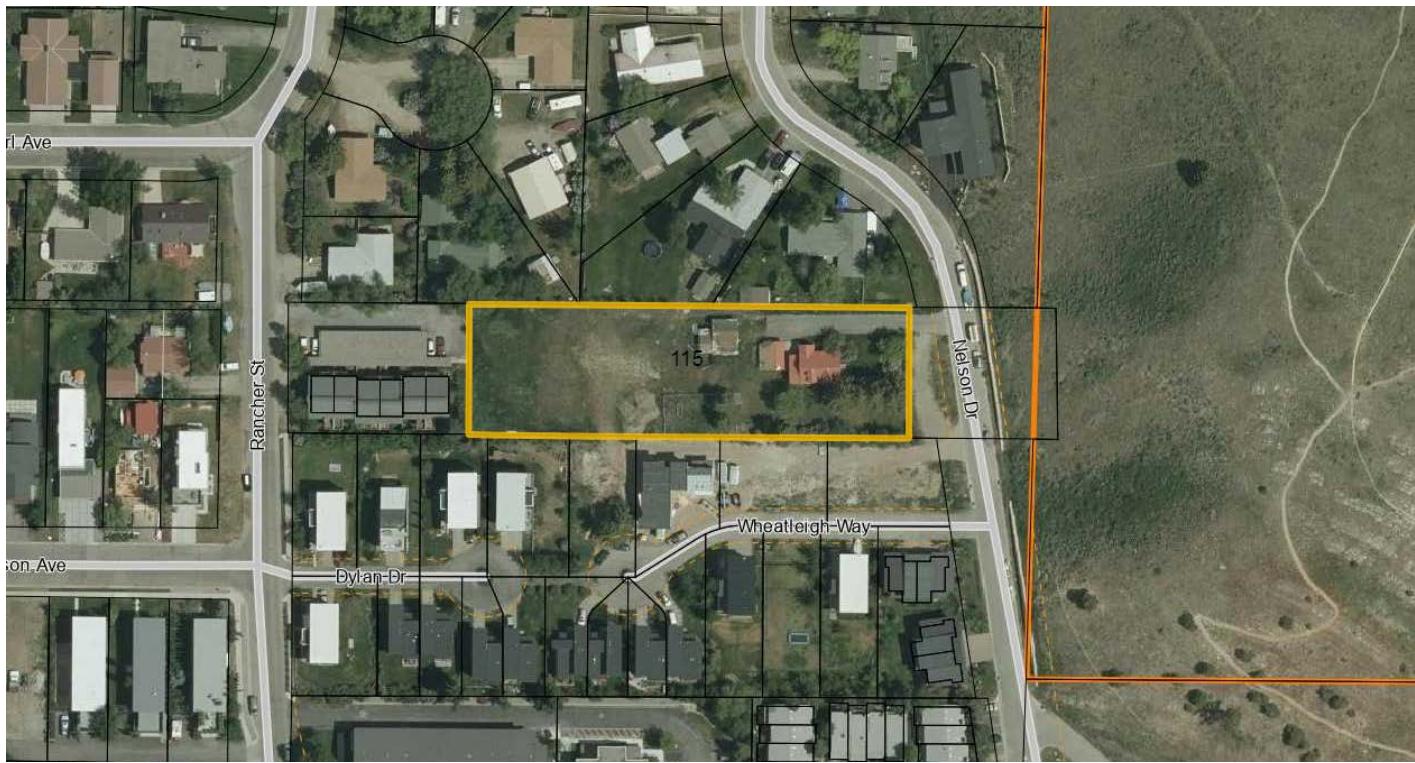
The applicant is requesting approval of a Development Plan for a 7-lot subdivision of a 1 acre parcel at 115 Nelson Drive in the Neighborhood Medium Density – 1 (NM-1) zoning district. This application is required prior to submitting a subdivision plat.

APPLICABLE REGULATIONS

Section 8.3.2. Development Plan

LOCATION

The property is located at 115 Nelson Drive and legally known as PT NE1/4NE1/4 SEC 34, TWP 41, RNG 116. (Parcel 1). An aerial photo and zoning map are shown on the following page:



BACKGROUND

The subject property (Parcel 1) is a 1 acre (43,560 sf) parcel within the NM-1 zoning district. The parcel is rectangular with a width of approximately 113 feet and depth of approximately 380 feet. The surrounding zoning to the north is Neighborhood Low Density – 3 (NL-3), to the east, west and south is NM-1. The parcel immediately to the east (Parcel 2 – under same ownership) is bisected by Nelson Drive and just further east is

the Town limits abutting Bridger Teton National Forest. Historically the site contained three structures: a 1,310 sf single-family detached home, a detached garage and detached storage shed. All structures have been demolished. Vehicular access historically has been taken from Nelson Drive through Parcel 2 to the east.

PROJECT DESCRIPTION

This Development Plan is being submitted for review prior to a Subdivision Plat request to subdivide the existing 1 acre property into a 7 lots. Each lot will be approximately 6,200 sf (55 feet wide by 113 feet deep) which exceeds the 3,750 sf minimum lot size for the NM-1 zoning district. Vehicular access will remain off of Nelson Drive. The applicant is proposing a 30 foot wide access easement which runs along the northern property line and includes a 20 foot wide private road with 5 feet on either side for utilities and snow storage. No sidewalks or physical development are proposed at this time. When developed, each new lot would allow approximately 2,500 – 3,000 sf of habitable above ground and a maximum 1 detached single-family home with 1 Accessory Residential Unit (ARU).

STAFF ANALYSIS

Staff has reviewed the proposed development for compliance with the dimensional limitations of the NM-1 zone. The dimensional limitations for each lot are listed below:

	Allowed / Required	Proposed	Complies?
Minimum Lot Size	3,750 sf	6,211 - 6,258 sf	Yes
Maximum FAR	0.40 plus 0.05 increase for each ARU	None at this time	Yes
Minimum LSR	0.45 – 0.50 plus 0.10 reduction for each ARU	None at this time	Yes
Street Setback (north)	20 feet from pavement	20 feet from pavement	Yes
Rear Setback (south)	10 feet	10 feet	Yes
Side Setback (east)	10 feet	10 feet	Yes
Side Setback (west)	10 feet	10 feet	Yes
Stories	2	None at this time	Yes
Building Height	26 – 30 feet	None at this time	Yes
Density	Max of 1 primary unit + 1 ARU per primary unit = 2 units max per lot	None at this time	Yes
Vehicular Access	Private Road – 30 foot easement w/ 20 foot wide road	Private Road – 30 foot easement w/ 20 foot wide road	Yes
Fire Turnaround	Required unless each building is fire sprinklered	Fire sprinkler all buildings	Yes
Building Envelop	n/a	2,036 sf – 2,067 sf	Yes

After reviewing the request, staff was able to make the required findings for a Development Plan and find the request to be consistent with the desired future character for this area as described in the Comprehensive Plan. The NM-1 zone allows for land division provided that all new lots meet the minimum lot size of 3,750 sf which this application does comply with. In addition, all lots have compliant vehicular access and reasonably sized building envelopes that will allow 2-story detached single-family home development similar to surrounding zoning and existing development. Because the proposed lots are smaller than 7,500 sf, each lot is limited to 1 detached single-family home and 1 ARU. Based on the minimum lot size for NM-1, no further land division will be allowed if this subdivision is approved.

Regarding road standards, a reasonable comparison of this subdivision is the Daisy Bush development immediately to the south. Similar to Daisy Bush, the proposed private road will be 20 feet wide allowing enough space for two-way traffic, but not for street parking. Since the Town does not have guest parking requirements and on-street parking on Nelson Drive is limited, staff encourages the applicant to consider the provision of guest parking, perhaps by providing ample parking on each lot as they individually develop and/or by including parking on the adjacent parcel (Parcel 2) just west of Nelson Drive. Also similar to Daisy Bush, no sidewalks are proposed or required. Snow plowing will be the responsibility of the private homeowners but the Town will eventually take ownership of the utilities through a Subdivision Improvement Agreement (SIA) that will be provided later with the Subdivision Plat. Unlike the Daisy Bush development, the proposed private road does not have a cul-de-sac or turnaround for the Fire Department. The reason for this is the owner plans to fire sprinkler all habitable structures and the Fire Department supports this proposal as noted in the Department Reviews. To ensure that all habitable structures are sprinklered, staff has added a condition of approval that the applicant provide a note on the plat requiring that all habitable structures be fire sprinklered as long as the private road remains without a compliant fire turnaround.

Staff has also added a condition of approval that at the time of Subdivision Plat submittal the applicant shall provide a 30 foot wide access and utility easement across Parcel 2 benefitting Parcel 1. There is a small portion of private land in the northwestern corner of Parcel 2 located between the Nelson Drive roadway easement and Parcel 1 that is currently unaddressed with regard to vehicular access and utilities. This condition is to ensure that if Parcel 2 is sold separately from Parcel 1 that the proposed subdivision has legal vehicular and utility access from Nelson Drive.

The applicant has submitted worksheets for Park and School Exaction estimations, however, the lot is not subject to exaction fees until the time of plat recordation. At this point in time, Park Exactions are calculated at \$18,900 and School Exactions are calculated at \$14,000. Housing mitigation fees will be paid at time of construction and will be based on the size of the detached single-family home.

If the applicant does not submit a Subdivision Plat application within 18 months of the Development Plan approval, the Development Plan will expire.

Planning Commission

The Planning Commission reviewed this item on September 4, 2019 and unanimously supported the proposal. All Commissioners felt it was the appropriate density for this area and consistent with the desired future character as described in the 2012 Comprehensive Plan. There were some concerns about guest parking and the lack of on-street parking along some portions of Nelson Drive. The Commission encouraged the applicant to consider parking each site sufficiently and to consider use of the adjacent parcel to the east to use as an amenity for the subdivision, perhaps for guest parking.

STAFF FINDINGS

Pursuant to Section 8.3.2 Development Plan of the Land Development Regulations, a development plan shall be approved upon finding the application:

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

The proposed development is located within District 3 Town Residential Core and within Subarea 3.4 May Park Area of the 2012 Comprehensive Plan. Policy objectives for Subarea 3.4 May Park Area follow:

“This residential, STABLE Subarea currently provides a variety of housing types in a variety of building forms with a mix of rental and ownership units. Existing multifamily structures such as the Pioneer Homestead contain a significant number of units and serve a critical housing need in the community, which should be maintained and supported. The future character of this subarea will maintain the existing medium to high density development pattern with a mix of small lot single family, duplex, tri-plex, and multifamily structures. For all structures, the dominant building mass should be located near the street, with parking predominantly to the rear and screened from the view of the public right of way. The size and scale of multifamily structures will be predominantly two stories with three stories considered in specific cases with proper design. These structures should be broken into multiple smaller buildings when possible. Any opportunity to extend the adjacent gridded street network through this area would be beneficial. A primary feature of this area is the currently undeveloped May Park. The future use and development of this park will increase the livability of the area and support the existing and future medium to high density residential development.”

Complies. Staff finds that the proposed application is consistent with the described future character of this area by proposing single-family home lots which is one of the desired housing types for the NM-1 zone. The proposed lots meet the minimum lot size requirement of this zone and the remaining building envelopes will allow development that is similar in size, bulk and density with what surrounds it.

In addition, Staff has analyzed this application for consistency with the Policy Objectives of Character District 3: Town Residential Core as follows, finding that no other policies of the Jackson/Teton Comprehensive Plan are applicable.

Common Value 1: Ecosystem Stewardship

Not applicable.

Common Value 2: Growth Management

Policy 4.1.b Emphasize a variety of housing types, including deed-restricted housing.

Complies. The resulting lots will allow detached single-family homes which is the desired housing types according the Subarea 3.1.

Policy 4.3.a Preserve and enhance stable subareas.

Complies. This subdivision proposal is consistent with the character of the Neighborhood Medium Density - 1 zoning district (NM-1). The resulting lots are in keeping with the single-family character described by the stable Subarea 3.1 East Jackson and are of a similar lot size as surrounding properties.

Policy 4.3.b Create and develop transitional subareas.

Not applicable.

Policy 4.4.d Enhance natural features in the built environment.

Not applicable.

Common Value 3: Quality of Life

Policy 5.2.d Encourage deed-restricted rental units.

Not applicable.

Policy 5.3.b Preserve existing workforce housing stock.

Not applicable.

Policy 7.1.c Increase the capacity for use of alternative transportation needs.

Not applicable.

2. *Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.*

Complies. The proposed Development Plan is not located in the NRO or the SRO.

3. *Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.*

Complies. The development will mitigate park and school impacts through payment of exactions at the ratio required in the LDRs for residential development at the time of Subdivision Plat recordation. Staff finds that the proposed subdivision as conditioned will not have a significant impact on other public facilities and services as the development does not expand the anticipated growth within the NM-1 zone based upon allowable lot size.

4. *Complies with the Town of Jackson Design Guidelines, if applicable.*

Complies. Design Guidelines do not apply to this request.

5. *Complies with all relevant standards of these LDRs and other Town Ordinances.*

Complies. Staff finds that the Development Plan proposal is in compliance with all relevant LDR standards.

6. *Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies. Not applicable.

ATTACHMENTS

Department Reviews
Applicant Submittal

PUBLIC COMMENT

Written public comment (attached) has been received by a property owner (Judd Grossman) who lives northwest of the proposed subdivision. The public comment expressed concerns over the density and felt that additional density in east Jackson is not appropriate and will increase traffic on local streets. Staff's general

response is that the proposed subdivision is consistent with the underlining zoning and the desired future character desrcied in the 2012 Comprehensive Plan.

LEGAL REVIEW

Complete.

STAFF IMPACT

None at this time.

FISCAL IMPACT

None at this time.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director and Planning Commission recommend **approval** of a Development Plan for a 7-lot subdivision located at 115 Nelson Drive subject to the Land Development Regulations, the department reviews attached hereto and the following condition(s) of approval:

1. If the applicant does not submit a Subdivision Plat application within 18 months of the Development Plan approval, the Development Plan will expire.
2. As part of the Subdivision Plat the applicant shall provide a 30 foot wide access and utility easement on Parcel 2 benefitting Parcel 1.
3. As part of the Subdivision Plat the applicant shall add a note on the plat requiring all habitable structures to be fire sprinklered as long as the private road does not include a fire turnaround.

SUGGESTED MOTIONS

Based upon the findings for a Development Plan as presented in the staff report and by the applicant related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with Town Design Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals for Item P19-152, I move to make findings 1-6 as set forth in Section 8.3.2.C (Development Plan) of the Land Development Regulations to approve a 7-lot subdivision for the property addressed at 115 Nelson Drive, subject to the departmental reviews attached hereto and the following condition(s) of approval:

1. If the applicant does not submit a Subdivision Plat application within 18 months of the Development Plan approval, the Development Plan will expire.
2. As part of the Subdivision Plat the applicant shall provide a 30 foot wide access and utility easement on Parcel 2 benefitting Parcel 1.
3. As part of the Subdivision Plat the applicant shall add a note on the plat requiring all habitable structures to be fire sprinklered as long as the private road does not include a fire turnaround.

APPENDIX B: ZONING COMPLIANCE VERIFICATION FOR A MINOR DEVIATION TO AN APPROVED DEVELOPMENT PLAN (P19-285)



PLANNING & BUILDING DEPARTMENT

December 31, 2020

Y2 Consultants – Melissa Ruth
PO Box 2870
Jackson, WY 83001

Re: Item P19-285
Zoning Compliance Verification - Minor Deviation to P19-152
115 Nelson Drive (Parcel 1) & Parcel 2

Dear Ms. Ruth:

This letter is to confirm that on December 31, 2019, the Planning Director approved your request for a Minor Deviation to Item P19-152 a Development Plan (7-lot subdivision) for the property addressed at 115 Nelson Drive being able to make the following required findings pursuant to Section 8.2.13.B.2 Minor Deviations:

- a. Complies with the standards of the current LDRs; **Complies**
- b. Does not include reductions in the amount of open space set aside or required resource protection; and **Complies**
- c. Does not include increases in the amount of building floor area. **Complies**

Specifically, this Minor Deviation approves the following:

1. This minor deviation incorporates .33 acre Parcel 2 (PT NE1/4NE1/4 SEC 34, TWP 41, RNG 116. (PARCEL 2)) into the original approved Development Plan for a 7-lot subdivision of original Parcel 1 (1 acre). The resulting number of lots will remain at 7, however the eastern-most lot (Lot 1) will increase in size from 6,268 sf to 19,000 sf. The designation of setbacks will remain the same: Front Setback (north) measured from pavement is 20 feet, Side Setback (east) measured from the roadway easement is 10 feet, Side Setback (west) is 10 feet and Rear Setback (south) is 10 feet. Although Lot 1 will result in a much larger building envelop and allowable square footage, this additional development potential already existed and is simply being included into Parcel 2. Vehicular access shall be taken from the newly created private roadway and not from Nelson Drive.

Please note that any further revisions to the Development Plan shall be reviewed and approved by the Planning Director. Approval of any changes to the Development Plan shall be in accordance with Section 8.2.13.B.2. Minor Deviations of the Jackson Land Development Regulations.

Should you have any questions or require further information on this matter, please contact me at 733-0440, Ext. 1305.

Respectfully,


Tyler Valentine
Senior Planner

CERTIFICATE OF OWNER
STATE OF WYOMING)
COUNTY OF TETON)
ss

The undersigned owner and proprietor hereby certifies that the foregoing subdivision of those parcels described in Document No. 962961 and Document No. 962962 recorded in the Office of the Clerk of Teton County, Wyoming, lying within the NE1/4NE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Town of Jackson, Teton County, Wyoming as shown herein is with their free consent and in accordance with their desire:

that the name of the subdivision shall be the TETON LANDING ADDITION TO THE TOWN OF JACKSON;

that this subdivision contains seven lots, LOT 1 through LOT 7, as shown herein;

that this subdivision is accessed from Nelson Drive and a private road as shown herein;

that this subdivision is subject to a 30' wide access and utility easement as shown herein, for the benefit of Lots 1-7;

that the TETON LANDING ADDITION TO THE TOWN OF JACKSON is in accordance with, and subject to the terms and conditions of the Final Development Plan for the Teton Landing Subdivision (P19-152), as approved by the Town of Jackson Town Council on September 16, 2019, and a Minor Deviation to said Final Development Plan (P19-285), and any subsequent amendments thereto, all of record in the Town of Jackson Planning and Building Department.

that this subdivision is subject to a Utility Easement granted to the Town of Jackson, including terms and conditions contained therein, recorded as Document No. 617557 in the Office of the Clerk of Teton County, Wyoming;

that this subdivision is subject to a Roadway and Utility Easement granted to the Town of Jackson, including terms and conditions contained therein, recorded as Document No. 617556 in the Office of the Clerk of Teton County, Wyoming;

that this subdivision is subject to a Right of Way Easement, including terms and conditions contained therein, recorded in Deed Book 6, Page 15 in the Office of the Clerk of Teton County, Wyoming;

that this subdivision is subject to a Right of Way, including terms and conditions contained therein, recorded in Deed Book 6, Page 30 in the Office of the Clerk of Teton County, Wyoming;

that this subdivision is subject to a Map of Survey recorded as Map T-76 in the Office of the Clerk of Teton County, Wyoming;

that no surface water rights are attached to this subdivision;

that access across all roads, driveways, and parking areas located within said subdivision is hereby granted to emergency vehicles including police, ambulances, and fire department vehicles;

that the undersigned owner hereby reserves unto itself, and its heirs, successors, and assigns, the right to perform all necessary construction activities in, under, over, upon, and across the foregoing subdivision to grade, install infrastructure, landscaping, utilities, and roadways, and to store materials thereon, and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

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

that the parcels of land described in Document No. 962961 and Document No. 962962 are hereby vacated pursuant to Section 34-12-106, Wyoming Statutes, being reconfigured as Lots 1-7 TETON LANDING ADDITION TO THE TOWN OF JACKSON, all in accordance with Section 15-1-415, Wyoming Statutes.

Sadek Darwiche, Managing Partner, Teton Landing LLC, a Wyoming Limited Liability Company

ACKNOWLEDGMENT

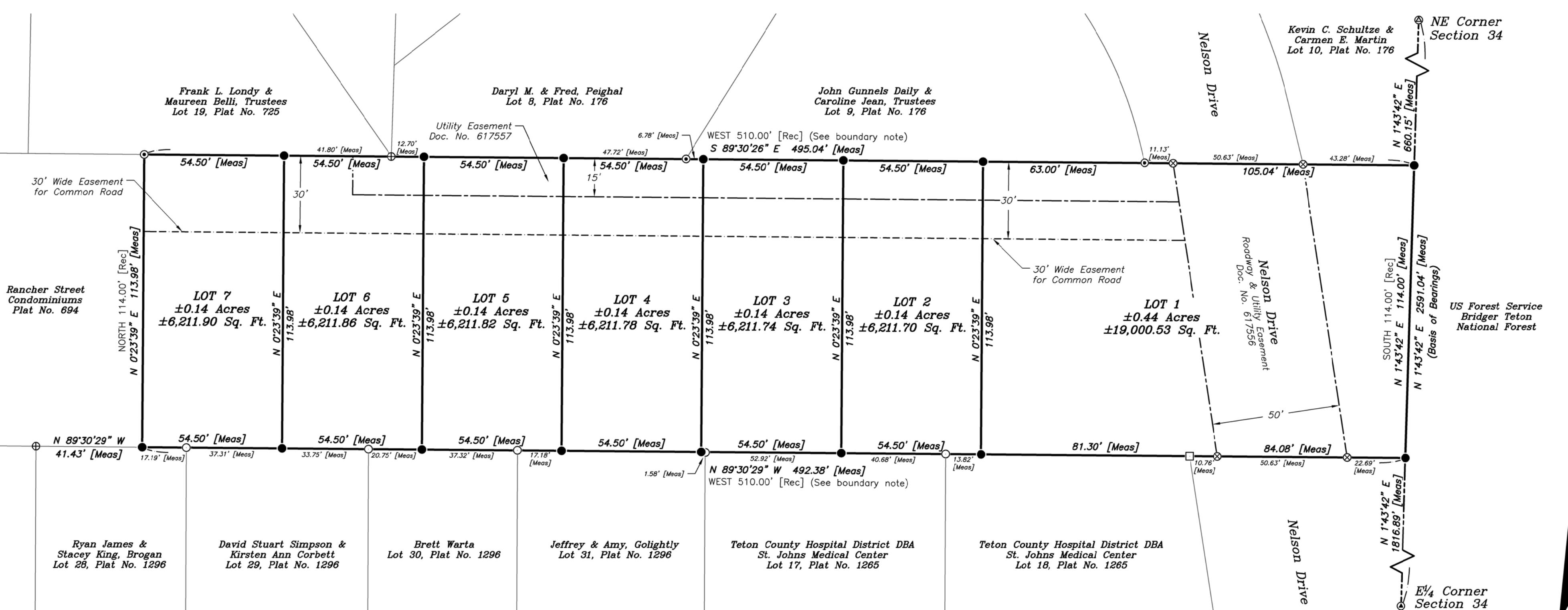
STATE OF WYOMING)
COUNTY OF TETON)
ss

The foregoing instrument was acknowledged before me by Sadek Darwiche, Managing partner, Teton Landing LLC a Wyoming Limited Liability Company, on this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My commission expires:



OWNER:

TETON LANDING LLC
P.O. BOX 1677
JACKSON, WYOMING 83001

SURVEYOR

Y2 CONSULTANTS
180 SOUTH WILLOW ST.
P.O. BOX 2870
JACKSON, WYOMING 83001
PHONE: 307-733-2999

NUMBER OF LOTS: 7
AVERAGE ACREAGE/LOT: 0.18 ACRES
TOTAL PROJECT ACREAGE: 1.29 ACRES

PREPARATION DATE: JANUARY 30, 2020
FINAL REVISION DATE: JULY 20, 2020

Project Number: 18202
Project Path: F:\2018\18202_Darwiche\Survey\ACAD\18202_190826_PLAT.dwg
Drawn By: MWW
Reviewed By: MWW
Drawing Date: January 30, 2020
Revision Date: July 20, 2020

Indicates a 24-inch long, 5/8-inch diameter rebar with an aluminum cap inscribed "PLS 16012" set this survey

Indicates an aluminum cap inscribed "PLS 4270" found this survey

Indicates an aluminum cap inscribed "PLS 578" found this survey

Indicates an aluminum cap with illegible markings

Indicates a brass cap inscribed "RLS 164" with other appropriate markings found this survey

Indicates BLM brass cap with appropriate markings found this survey

Indicates a 5/8-inch diameter rebar found this survey

CERTIFICATE OF APPROVAL

STATE OF WYOMING)
COUNTY OF TETON)
ss

The foregoing THOMPSON ADDITION TO THE TOWN OF JACKSON was approved at the regular meeting of the Town Council held on the _____ day of _____, 2020 in accordance with Section 15-1-415, Wyoming Statutes, and the Town of Jackson Land Development Regulations.

SIGNATURE BY SEPARATE AFFIDAVIT

Pete Muldoon, Mayor

Attest:

ATTESTATION INCLUDED ON MAYOR'S SEPARATE AFFIDAVIT

Sandra P. Birdyshaw, Clerk

SIGNATURE BY SEPARATE AFFIDAVIT

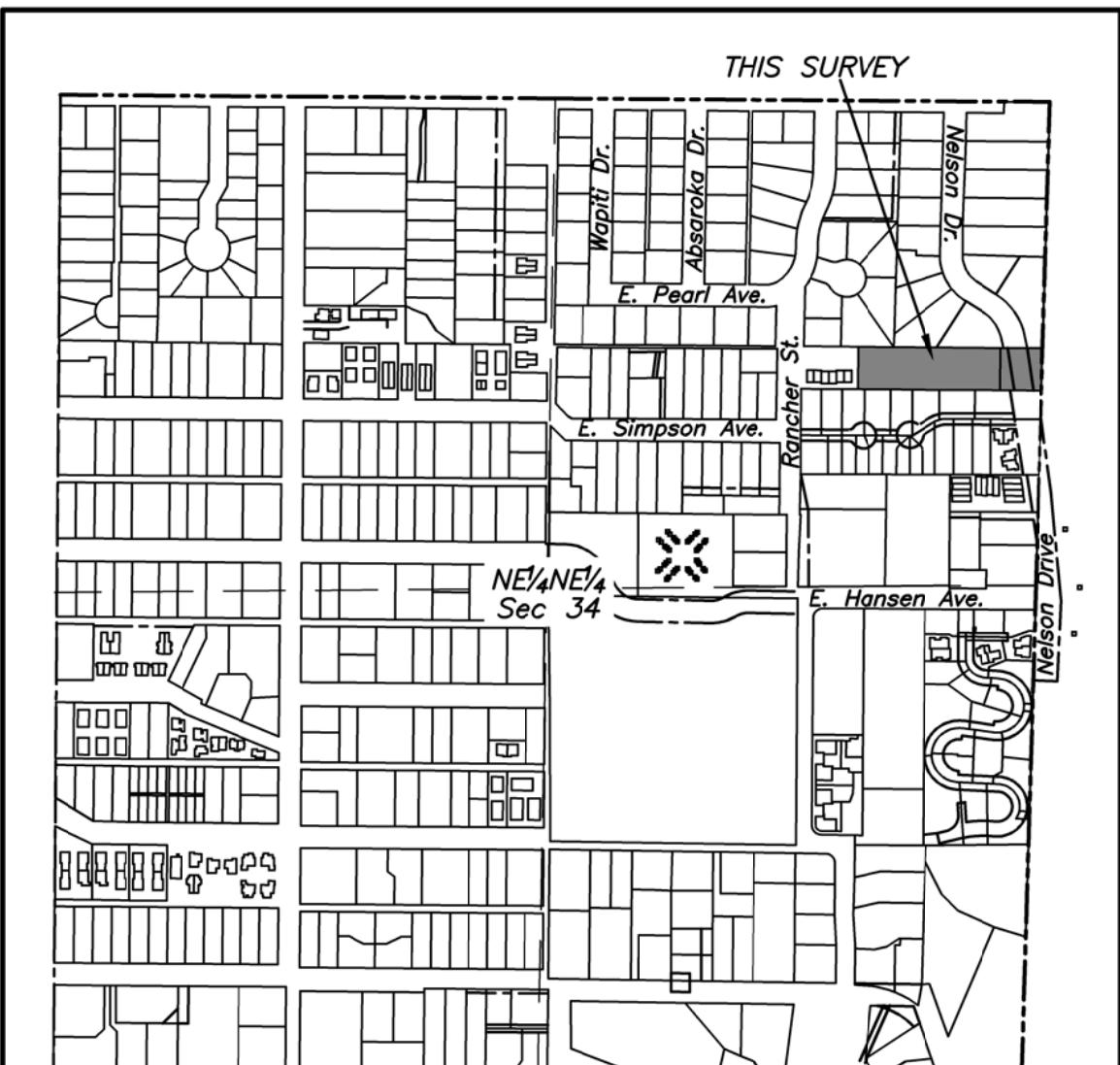
Brian Lenz, Town Engineer

Attest:

SIGNATURE BY SEPARATE AFFIDAVIT

Paul Anthony, Planning Director

VICINITY MAP



NE1/4NE1/4 of Section 34,
T. 41 N., R. 116 W., 6th P.M.,
Teton County, WY

Scale: 1" = 500'

CERTIFICATE OF MORTGAGEE

Consent of Mortgagor, Bank of Jackson Hole, by separate affidavit recorded contemporaneously.

GENERAL NOTES

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS

PUBLIC MAINTENANCE OF NELSON DRIVE. NO PUBLIC MAINTENANCE OF PRIVATE ROADS WITHIN THIS SUBDIVISION

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO THE FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF TETON)
ss

I, Mark Fellermann, a Professional Land Surveyor of Jackson, Wyoming, hereby certify, to the best of my knowledge and belief: that this plat was made from the notes of an actual survey conducted under my direction during October of 2018 and April of 2019, and from records on file with the Office of the Clerk of Teton County, and that it correctly represents the points and corners found at the time of said survey;

that this plat correctly represents the final plat of the TETON LANDING ADDITION TO THE TOWN OF JACKSON within the NE1/4NE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming;

that the TETON LANDING ADDITION TO THE TOWN OF JACKSON is IDENTICAL to that land described in Document No. 962961 and Document No. 962962 recorded in said Office, being more particularly described as follows:

BEGINNING at a point on the east line of said Section 34, said point lying S 143°42' W, 660.15 feet from the northeast corner of said Section 34, and marked by a 24-inch long, 5/8-inch diameter rebar with an aluminum cap inscribed "PLS 16012" set this survey;

THENCE N 89°30'29" W, 114.00 feet, along said east line to a point marked by a 24-inch long, 5/8-inch diameter rebar with an aluminum cap inscribed "PLS 16012" set this survey;

THENCE N 89°30'29" W, 492.38 feet, departing said east line to a point marked by a 24-inch long, 5/8-inch diameter rebar with an aluminum cap inscribed "PLS 16012" set this survey;

THENCE N 023°39' E, 113.88 feet to a point marked by an aluminum cap inscribed "PLS 578" found this survey;

THENCE S 89°30'26" W, 495.04 feet to the POINT OF BEGINNING;

Said parcel encompasses 1.29 acres, more or less.

Subject to easements, rights-of-way, reservations, and restrictions, of sight and/or record, including but not limited to those shown herein.

The basis of bearings for this survey is referenced to a direct GPS measurement and is considered geodetic (geodetic north using WGS84 and NAD83), resulting in a bearing of N 01°43'42" E along the east line of the NE1/4NE1/4 of Section 34, as shown herein.

Mark Fellermann
Wyoming Professional Land Surveyor No. 16012

ACKNOWLEDGMENT

STATE OF WYOMING)
COUNTY OF TETON)
ss

The foregoing instrument was acknowledged before me by Mark Fellermann on this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My commission expires:

FINAL PLAT
FOR
TETON LANDING ADDITION
TO THE TOWN OF JACKSON

Being a Portion of the
NE1/4NE1/4 Section 34
T. 41 N., R. 116 W., 6th P.M.,
TETON COUNTY, WYOMING



Y2 Consultants
180 South Willow St.
P.O. Box 2870
Jackson, WY 83001
Ph: 307-733-2999
y2consultants.com

Sheet 1 of 1

Affidavit of Acknowledgment and Acceptance of Final Plat

KNOW ALL MEN BY THESE PRESENTS:

Brian Lenz, Town Engineer for the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Brian Lenz, Town Engineer for the Town of Jackson;
2. that I have examined a copy of the Final Plat of the proposed subdivision titled Teton Landing Addition to the Town of Jackson dated _____, 2020;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat;
4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Acceptance as contained on said final plat.

DATED this _____ day of _____, 2020

Town of Jackson, a municipal corporation
of the State of Wyoming

Brian Lenz, Town Engineer

STATE OF WYOMING)

COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat being subscribed and sworn to before me by Brian Lenz as Town Engineer for the Town of Jackson, a municipal corporation of the State of Wyoming this _____ day of _____, 2020. Witness my hand and official seal.

Notary Public

Affidavit of Acknowledgment and Acceptance of Final Plat

KNOW ALL MEN BY THESE PRESENTS:

Paul Anthony, Director of Planning for the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Paul Anthony, Director of Planning for the Town of Jackson;
2. that I have examined a copy of the Final Plat of the proposed subdivision titled Teton Landing Addition to the Town of Jackson, dated _____, 2020;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat;
4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Acceptance as contained on said final plat.

DATED this _____ day of _____, 2020

Town of Jackson, a municipal corporation
of the State of Wyoming

By: Paul Anthony, Director of Planning

STATE OF WYOMING)

COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat being subscribed and sworn to before me by Paul Anthony, Director of Planning for the Town of Jackson, a municipal corporation of the State of Wyoming this _____ day of _____, 2020. Witness my hand and official seal.

Notary Public

Affidavit of Acknowledgment and Acceptance of Plat

KNOW ALL MEN BY THESE PRESENTS:

_____, _____, Bank of Jackson Hole, a Wyoming banking corporation, being first duly sworn, does hereby depose and say:

1. That Bank of Jackson Hole is the mortgagee under that mortgage of record in the Office of the Clerk of Teton County, Wyoming recorded as Document Number 0955047, recorded on August 17, 2018, which affects title to real property according to those quitclaim deeds recorded in said Office as Document Numbers 0962961 and 0962962 on January 8, 2019.
2. That I have examined a copy of the Final Plat of the Teton Landing Addition to the Town of Jackson, being located within NE1/4 NE1/4 of Section 34, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____ to be recorded in said Office;
3. That I hereby consent to the subdivision as described in the Certificate of Surveyor and the Certificate of Owner found on said Plat;
4. That I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Mortgagee as contained on said Plat.

Further affiant sayeth naught.

BANK OF JACKSON HOLE, a Wyoming banking corporation

By:

Its:

STATE OF WYOMING

)

COUNTY OF TETON

1

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared _____ for Bank of Jackson Hole, a Wyoming banking corporation, and known to me, or proven by satisfactory evidence, to be the _____ of the banking corporation that executed the foregoing instrument and acknowledged said assignment to be the free and voluntary act and deed of the corporation, by authority of Statute, its articles of incorporation or its corporate bylaws, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the banking corporation.

Notary Public

Affidavit of Acknowledgment and Acceptance of Final Plat

KNOW ALL MEN BY THESE PRESENTS:

Pete Muldoon, Mayor of the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Pete Muldoon, Mayor of the Town of Jackson;
2. that I have examined a copy of the Final Plat of the proposed subdivision titled Teton Landing Addition to the Town of Jackson dated _____, 2020;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat;
4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Acceptance as contained on said final plat.

DATED this ____ day of _____, 2020

Town of Jackson, a municipal corporation
of the State of Wyoming

By: Pete Muldoon, Mayor

ATTEST

Sandy Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Pete Muldoon, Mayor for the Town of Jackson, Teton County, Wyoming, a Wyoming municipal corporation and known to me, or proven by satisfactory evidence, to be the Mayor that executed the foregoing and acknowledged said instrument to be the free and voluntary act and deed, by authority of Statute of said municipality, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the Town of Jackson, Wyoming.

Notary Public

**TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACCTIONS**

DATE: 4/26/19

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: TETON LANDING SUBDIVISION
2. LOCATION: 115 NELSON DRIVE
3. PROJECT NUMBER: P18-224
4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	<u>X</u>	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	_____		2.25	_____
3 BEDROOM	<u>7</u>		3.00	<u>21</u>
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				_____

5. CALCULATE REQUIRED PARK ACREAGE:

$$\frac{\text{TOTAL PROJECTED POPULATION}}{21} \times \frac{9 \text{ ACRES}}{1000 \text{ RESIDENTS}} = \frac{0.189}{0.189} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\frac{\text{REQUIRED ACRES}}{0.189} \times \frac{\$100,000}{(\text{VALUE OF LAND})} = \frac{\$18,900}{\$18,900} \text{ CASH-IN-LIEU}$$

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE: 4/26/19

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: TETON LANDING SUBDIVISION
2. LOCATION: 115 NELSON DRIVE
3. PROJECT NUMBER: P18-224
4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>7</u>		<u>0.14</u>
.015 ACRES PER UNIT MULTI-FAMILY				

5. CALCULATE CASH IN-LIEU:

$$\underline{0.14} \text{ LAND DEDICATION STANDARD} \times \$100,000 = \$ \underline{14,000} \text{ CASH-IN-LIEU}$$

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TETON LANDING
SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions (“Declaration”) is made by Teton Landing LLC, a Wyoming limited liability company, its successors and assigns (“Declarant”), as owner of the subdivision known as the Teton Landing Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Clerk of Teton County, Wyoming on _____ day of _____, 2020 as Plat No. _____ (“Property”).

NOW THEREFORE, the Declarant imposes this Declaration on the Property and the Property shall be held, sold and conveyed subject to the following Declaration, which is for the purpose of protecting the value and desirability of the Property, and which shall run with the real property and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Article I – Definitions

Association. The Teton Landing Association, a Wyoming nonprofit corporation, its successors and assigns, shall be charged with enforcing this Declaration. The “Articles” shall refer to those Articles of Incorporation of the Association, as they may be amended from time to time. The “Bylaws” shall refer to those Bylaws adopted by the Association, as they may be amended from time to time. For the purposes of clarity, the Declarant shall exercise all rights and responsibilities of the Association and Board until the Declarant Termination, unless the Declarant delegates, in writing, certain rights to the Association prior to such time.

Board of Directors, or Board. The body responsible to the Members for operations of the Association selected as provided in the Bylaws and generally serving the same role as a board of directors under Wyoming corporate law. The Board of Directors may also be referred to as the “Board”. For the purposes of clarity, the Declarant shall exercise all rights and responsibilities of the Board until the Declarant Termination, unless the Declarant delegates, in writing, certain rights to the Board prior to such time.

Common Road. The 30-foot easement along the northern boundary of the Property which provides access to the Lots, and as more particularly depicted on the Plat. All Owners, their guests, licensees, invitees, and tenants shall have a right and easement of access, use and enjoyment in and to the Common Road, which shall be appurtenant to and shall pass with the title to every Lot. The Association shall be responsible for the maintenance, repair and plowing of the Common Road, and these expenses shall be considered Common Expenses. The Common Road shall be a private road at all times. The Town of Jackson has an easement over a portion of the Common Road for public utilities, pursuant to a Utility Easement recorded on March 5, 2004 as Document Number 617557.

Common Utilities. The Declarant shall install, maintain and repair utilities within the Common Road. Maintenance and repair expenses associated with utilities within the Common Road shall be considered Common Expenses.

Common Expenses. The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Property, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

Community-Wide Standard. The standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard shall be established initially by the Declarant and may be more specifically defined in the Design Guidelines, the Master Rules and Regulations, and in Board resolutions.

Declarant. Teton Landing, LLC, a Wyoming limited liability company, or any successor or assign who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant. The Declarant shall have the power to exercise all rights set forth in this Declaration until the Declarant Termination.

Declarant Termination. All of the Declarant's rights granted under this Declaration shall remain in full force and effect until 4 of the Lots are sold to Owners (other than Declarant). At the Declarant Termination, all powers, rights and responsibilities of the Declarant set forth in the Governing Documents shall be automatically terminated, relinquished, assigned and shall vest in the Association as forth herein. The Board is authorized to file an affidavit of the facts surrounding the Declarant Termination. Prior to the Declarant Termination, any reference herein to the Board or Association shall be deemed to be a reference to the Declarant as the Declarant shall exercise all such rights, unless delegated by a written instrument to the Board or Association as the case may be.

Design Guidelines. The architectural, design and construction guidelines and review procedures adopted by the Declarant, as they may be amended.

Governing Documents. A collective term referring to this Declaration and any applicable Supplemental Declaration, the Bylaws, the Articles, the Design Guidelines, Community-Wide Standards, and the Master Rules and Regulations, as they may be amended.

Lot. All numbered, single-family residential lots depicted on the Plat.

Master Rules and Regulations. The Master Rules and Regulations applicable to the Property, which have been adopted by the Board.

Member. A Person subject to membership in the Association pursuant to this Declaration.

Mortgage. A mortgage, a deed to secure debt, or any other form of security instrument affecting title to any Lot or all or any portion of the Property. "Mortgagee" shall refer to a beneficiary of a deed of trust or holder of a Mortgage.

Owner. One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Person. A natural person, a corporation, a partnership, a trustee, or any other legal entity.

Plat. The Teton Landing Addition to the Town of Jackson, Teton County, Wyoming, which plat was recorded in the Office of the Clerk of Teton County, Wyoming on _____, 2020, as Plat No. _____.

Property. The real property shown on the Plat, together with all buildings and improvements thereon.

Article II – Property Rights in Common Road

Section 1. **Common Road Easement.** All Owners and their guests, licensees, invitees and tenants shall have an easement over the Common Road for access, use and enjoyment, and such easement shall be appurtenant to and shall pass with the title to every Lot. The Declarant reserves for itself and its assigns an easement over, under and through the Common Road for access, maintenance (which shall include snow removal and snow storage), and the installation and maintenance of underground utilities. The Common Road shall remain a private road at all times. Motor vehicles are prohibited from parking on the Common Road, except as specifically allowed in writing by Declarant for maintenance of the Common Road or the Lots. The Declarant reserves the right to impose rules and regulations on the use of the Common Road.

Section 2. **Delegation of Use of the Common Area.** Any Owner may delegate his or her right of enjoyment to the Common Road to the members of his or her immediate family, guests or tenants who reside on a Lot.

Article III—Development and Use Restrictions

All development and use of Lots within the Property shall conform to the following requirements, and to the rules and regulations and design guidelines promulgated hereunder:

Section 1. **Authorized Use.** Only single-family residential use shall be permitted.

Section 2. **Prohibited Uses.** No commercial, industrial or other non single-family residential use shall be permitted on any Lot with the exception of a “home business” use, provided the “home business” is (1) authorized by the Town of Jackson Land Development Regulations, (2) contained wholly within the dwelling unit on a Lot, (3) no employees regularly work on the Lot, (4) no clients or customers regularly visit the Lot, (5) no commercial deliveries (other than UPS, Fed Ex and the like) are made to the Lot, (6) no advertising is made upon the Lot or dwelling unit on the Lot, and (7) the activity does not create a nuisance or adversely impact the neighborhood, as determined in the sole discretion of the Declarant.

Section 3. **Development.** All buildings, accessory structures, and other authorized structures shall be constructed wholly within a Lot and in accordance with the established setbacks.

Section 4. **Construction.** No pre-cut, prefabricated or modular structures shall be permitted for the outside of the building without the written consent of the Declarant, which consent may be withheld in the Declarant’s sole discretion and may be based solely on aesthetic considerations. All construction must be completed within 18 months from the

commencement date of construction, unless the Declarant approves an extension for good cause, not to exceed 6 months.

Section 5. Materials; Colors. Exterior colors shall be neutral and earth-tone, and shall blend with the natural surrounding landscape. No reflective or glossy materials shall be used on the exterior of any structure, unless approved by the Declarant.

Section 6. Height Limitations; Floor Area Limitations. Height and floor area shall comply with the the Town of Jackson Land Development Regulations.

Section 7. Fencing. No boundary fences around the exterior Lot lines shall be permitted without the approval of the Board. The following fences are permitted on a Lot, provided the fencing complies with the Town of Jackson Land Development Regulations then in effect:

- a. Garden plots. On garden plots, a garden fence not greater than 3 feet in height, unless otherwise approved by the Declarant, and which shall be made of materials that are compatible with the primary structure on a Lot.
- b. Dog run. A dog run, which fence shall not exceed 4 feet in height unless otherwise approved by the Declarant, and which shall be made of materials that are compatible with the primary structure on a Lot.
- c. Construction fencing. Construction fencing shall be allowed to demarcate the area of construction disturbance or to prevent erosion into public areas. Construction fencing must be immediately removed upon completion of the construction project.
- d. Screening Fencing. Fencing to screen patios, gardens, or surface areas shall be of the same material and color as the primary structure on a Lot.

Section 8. Utilities. Declarant hereby reserves an easement over, under and through the Common Road for the installation and maintenance of power, telephone, TV cable and other utilities. Each owner is responsible for the installation and maintainenace of (including the costs associated therewith) utilities outside of the Common Road on his or her respective Lot. All utilities shall be installed underground.

Section 9. Temporary Structures Prohibited. No temporary structures or facilities, such as trailers, tents, shacks or other similar buildings, shall be permitted on any Lot, except during construction.

Section 10. Maintenance. Each Lot and all improvements thereon shall be maintained in a clean, safe, sanitary and sightly condition. Boats, tractors, campers, snowmobiles, ATVs, and snow removal equipment shall be kept within an enclosed structure at all times, except when in use during the appropriate season. By way of example, an Owner is permitted to store a boat on his or her Lot from June to September, but boats must be placed within an enclosed structure from October to May. All vehicles and equipment on a Lot must be located on a paved surface and may not encroach upon landscaped areas of a Lot. Refuse, garbage and

trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure appropriately screened from view. No lumber, cut grass, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any Lot.

Owners are responsible for the maintenance of their respective Lots. Should an Owner not properly maintain the elements which are its responsibility under these covenants then, following 30 days' notice from Declarant, Declarant or its designee may enter the Lot and may perform such maintenance or repairs, and the Owner shall be liable to the Declarant for the full cost of such entry, maintenance and repair.

Section 11. Pets. No livestock or pets shall be kept or maintained on any Lot except as provided in these covenants. "Invisible fencing" shall be permitted on any Lot. Cats, dogs or other domestic animals which are normally kept and maintained indoors shall be permitted on any Lot. No more than 2 dogs may be kept on any Lot, without the approval of the Declarant, provided however that a litter of puppies born to a dog owned by the Lot owner may be kept or maintained upon any Lot for a period not to exceed 5 months, provided that said puppies are maintained and restrained in accordance with the provisions of these covenants. If any pets are caught or identified chasing or harassing wildlife or people, the Declarant shall have the authority to penalize the owner of such animal not more than \$100.00 for a first offense, and \$200.00 for a second offense. The Declarant has the authority to impound the animal after a third offense, and the owner of such impounded animal shall be solely responsible for all impoundment costs and waives all recourse against Declarant.

Section 12. Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any Lot. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the lot lines of a Lot.

Section 13. Signs. No signs or advertising devices shall be erected or maintained on any Lot, except for (i) a single "For Sale" sign and (ii) a sign, of reasonable proportions, which identifies the owner and street address. Marketing signs may be placed on the Property by the Declarant.

Section 14. Snowmobiles Prohibited. No snowmobiles, "ATVs", or similar devices or vehicles shall be operated on any Lot for recreational purposes.

Section 15. Firearms/Fireworks. The discharge of rifles, pistols, and fireworks is prohibited on the Property.

Section 16. Landscaping; Mineral Activities. No mining or mineral extraction shall be permitted on any Lot. Excavation for landscape and home construction purposes is permitted. Owners shall be responsible for landscaping on their respective Lots. Landscaping shall be maintained in a sightly condition. The use of native trees, shrubs and grasses is encouraged on all Lots.

Section 17. Satellite Dishes. No satellite dishes other than small, DDS-type dishes are permitted on any Lot without Declarant approval. Dishes larger than the small, DDS-type dish must be screened.

Section 18. Subdivision. No Lot or Lots shall be combined or subdivided in any manner except that 2 contiguous Lots, if owned by the same record owner, may, if one Lot is vacant, be combined as 1 Lot. Each combined Lot shall be treated as 1 Lot for the purpose of applying this Declaration

Section 19. Fire Sprinklers. All habitable structures on a Lot shall have fire sprinklers.

Article IV – Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed of conveyance for the improvements on a Lot, whether or not it shall be stated in such deed, is deemed to covenant and agree to pay to Declarant: (1) Base Assessments or charges, (2) Special Assessments for capital improvements, and (3) Individual Assessments for damages caused by an Owner, his/her guests, tenants, and invitees (collectively "Assessments"). All Assessments together with interest, costs, fines, and reasonable attorney's fees as set forth below ("Costs"), shall be a charge on the each Owner's Lot and the Association may file a lien against any Lot, and improvements located thereon, within the Property for any delinquent Assessment.

Section 2. Purpose of Base Assessments. Base Assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance, repair and replacement of the Common Road and Common Utilities.

Section 3. Special Assessments. Declarant may levy a Special Assessment to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Property. Special Assessments may be amortized over a five-year period, provided that the capital improvement work commences within one year of the initial imposition of the Special Assessment.

Section 4. Individual Assessments. Individual Assessments may be levied against less than all the Owners for expenses related to that Owner, its guests, invitees, and tenants. Individual Assessments may be levied to remedy any violation of this Declaration, subject to prior notice and at least 30 days' opportunity to cure, excepting that if such violation cannot be remedied during winter months, a reasonable time to cure shall be afforded.

Section 5. Uniform Rate of Assessment. Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or monthly basis.

Section 6. Establishment of Assessment Due Dates. No Assessment shall be due until at least 30 days' notice of the Assessment has been provided by Declarant. Written notice of the annual Assessment shall be sent to every Owner at the mailing address included in the Tax Assessor's records, or at any other address provided to Declarant in writing by Owner at least 60 days prior

to imposition of the Assessment. The due dates for Assessments shall be established by Declarant. Declarant shall, upon demand, and for a nominal charge, furnish a certificate signed by an officer of Declarant setting forth whether the Assessments on a specified Lot have been paid.

Section 7. Annual Budget. The Declarant shall prepare an annual budget estimate for common services and the administration of the Association and fix the amount of the Base Assessment based on this estimate. The budget estimate may include a reserve for future contingencies. Such annual budget shall be prepared and approved by the Board at least 30 days in advance of each annual assessment period.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18 percent per annum, or the maximum rate permitted by law. Declarant is authorized to sue, at law or in equity, the Owner once the amounts due exceed \$1,000, or foreclose a lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Road or abandonment of his/her Lot.

Section 9. Subordination of the Lien to Mortgages. Liens of Assessment and Costs are subordinate to the lien of any mortgage recorded prior to the lien. Sale or transfer of any Lot shall not affect the Assessment lien unless extinguished in foreclosure.

Section 10. Foreclosure. In the event of foreclosure by a mortgagee of a mortgage recorded prior to an Assessment lien, the purchaser at a foreclosure sale shall be liable for Assessments accrued from the date of the sheriff's sale.

Article V—Association

Section 1. Association. All Owners shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Each Lot is entitled to one vote, regardless of the number of Owners of a Lot. In the event multiple Owners of a lot file multiple votes, the vote of that Lot shall be nullified and of no force and effect. The Association shall have all of the powers set forth in the Governing Instruments.

Section 2. Board of Directors of the Association. The Board of Directors of the Association shall consist of 3 members. The term of each Board member shall be 3 years with staggered terms such that each year, one board member's term expires. Board members shall be elected by a majority vote of the Members.

A. Authority and Duties of Board. Pursuant to the powers and authority vested in it by Wyoming law and the Governing Instruments, the Board shall be responsible for the hiring of employees, the enforcement and administration of this Declaration, shall contract for and supervise common services, enforce the development and use regulations and take all other actions necessary to administer this Declaration. Once

the Declarant Termination occurs, all rights of the Declarant shall be vested and automatically transfer to the Board.

- B. Meetings. The Board shall call and conduct an annual meeting of all Owners, at which time expiring or vacant Directors' terms shall be filled, and such other business shall be conducted as brought before the meeting by the Board or the Owners, and shall meet as necessary from time to time to administer this Declaration. The Board shall provide Owners with at least 30 days' notice prior to an annual meeting. The Board is also authorized to call special meetings.
- C. Limitation of Liability. No Board Member shall be liable to any party for any action or inaction with respect to any provisions of this Declaration, provided that such Board Member has acted in good faith. No member of the Board shall have any personal liability to an Owner or any other person or entity under any agreement or transaction entered into by a Board member on behalf of the Association, so long as the member has acted in good faith.

Article VI – Architectural Control and Design Guidelines

Section 1. Approval of Exterior Improvements. No improvement shall be constructed or reconstructed on a Lot until the plans and specifications have been approved in writing by Declarant. In order to obtain approval for any improvements on a Lot, Owners must submit all plans and specifications required by Declarant, which plans and specifications must, at a minimum, include (i) renderings of the proposed structure, (ii) height of the proposed structure, (iii) a detailed description of the exterior materials to be used on the structure, (iv) a landscaping plan, and (v) a site plan showing the location of the proposed structure on the Lot. Declarant shall, utilizing reasonable discretion, determine if the construction or reconstruction plans are in harmony with surrounding structures. Declarant shall have 45 days from the date the plans and specifications are submitted to approve or deny the same. If Declarant fails to respond to a submittal within 45 days of submittal to Declarant, the plans and specifications shall be deemed approved. If Declarant denies the plans or specifications, an Owner shall be permitted to resubmit revised plans and specifications to Declarant.

Declarant is authorized to grant variances from any design guidelines contained within this Declaration.

Section 2. The Declarant is authorized, though not required, to create a Design Review Committee, which shall consist of at least 3 Members. The Design Review Committee, if created, shall assume the duties of the preceding section. Prior to Declarant Termination, the Declarant may appoint members to the Design Review Committee. After Declarant Termination, members of the Design Review Committee shall be elected or appointed by the Board.

Section 3. The Declarant shall be authorized to adopt Design Guidelines for the Property.

Article VII— General Provisions

Section 1. Violations-Enforcement-Costs. The Declarant or any Owner may take judicial action against any Owner to enforce compliance with this Declaration or to obtain damages for noncompliance. The prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees.

Section 2. Indemnification. The Declarant and Association shall be indemnified from all costs related to any claim against the Declarant for its actions arising under this Declaration. The Costs shall include all costs to indemnify the Declarant or the Association and its officers and Board, their agents, successors and assigns, from all claims, suits, action, or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Property, or arising out of the enforcement of this Declaration.

Section 3. Joint and Several Liability. In the case of joint ownership of a Lot, each of the Owners shall be jointly and severally liable for the liabilities and obligations imposed by this Declaration.

Section 4. Approvals And Variances. Whenever a variance is requested by an Owner, the Declarant is authorized to grant variances from any provision within this Declaration in cases of special circumstances, practical difficulties not the fault of an Owner, or unnecessary hardship not caused by an Owner; provided, however, that no such variance shall have a material adverse effect on any other Lots and any such variance shall be in accordance with the purposes and intent of this Declaration and all such variances shall be the smallest deviation from this Declaration to achieve the desired effect sought by the variance.

Section 5. Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Headings. Headings are for convenience and informational purposes only.

Section 7. Amendment. This Declaration may be amended by an instrument signed and acknowledged by Declarant prior to the Declarant Termination. After Declarant Termination, this Declaration may be amended by 5 of the 7 Lot Owners. Any amendment to this Declaration, or any subsequent supplements or amendments thereto, must be recorded with the Teton County, Wyoming Clerk.

Section 8. Binding Effect. This Declaration shall run with and bind the Property, and bind all present and future Lot Owners, tenants, mortgagees and occupants. Such individuals and entities shall comply with this Declaration, as it may be amended from time to time. This Declaration shall run with the land and shall bind any persons having an interest in such Lot as though such provisions were included in each and every deed or conveyance or lease thereof.

Section 9. Duration. All of the covenants, conditions and restrictions set forth herein shall continue and 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 20 years from the date of recordation in the Teton County, Wyoming Clerk's Office, and shall be automatically renewed for additional, consecutive 10-year periods.

IN WITNESS WHEREOF, this Declaration has been duly executed and delivered by
Declarant effective on recordation hereof with the Clerk of Teton County, Wyoming.

Declarant:

Teton Landing, LLC, a Wyoming limited liability company

By: Sadek Darwiche
Its: Managing Partner

State of Wyoming)
) ss
County of Teton)

On this ____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Sadek Darwiche for Teton Landing, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the Managing Partner of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

Notary Public

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Wyoming Statutes § 18-5-306, Teton Landing LLC intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 7 lots. The property is approximately 1.29 acres, is comprised of 2 parcels (one of which has a street address of 115 Nelson Drive), and is generally described as being a portion of the NE1/4 NE1/4 of Section 34, Township 41N, Range 116W. The parcel identification numbers for the 2 parcels which comprise the property are 22-41-16-34-1-00-030 and 22-41-16-34-1-00-031. The name of the proposed subdivision is Teton Landing Addition to the Town of Jackson.

Publish: 07/01, 07/08/20

RECEIVED
JULY 1 2008
JULY 8 2008
JULY 15 2008

Jackson Hole News & Guide
PROOF OF PUBLICATION

COUNTY OF TETON
THE STATE OF WYOMING

Kevin Olson

Being duly sworn, deposes and says that he is the Publisher of the JACKSON HOLE NEWS&GUIDE, weekly newspaper published in Jackson in said county and state, and that the annexed Notice was published in 2 consecutive issues of said newspaper and not in a supplement, the first publication thereof being on July 1, 2020

Kevin Olson

Subscribed in my presence and sworn to before me this

13 Day of July, 2020

Kathleen M. Godines

KATHLEEN M. GODINES

COUNTY OF
TETON



STATE OF
WYOMING

NOTARY PUBLIC

MY COMMISSION EXPIRES Feb 10, 2024

Fee for publication \$ 90.46 Charge to the following:

Account No: 44638 Name: Fodor Law Office

Address: PO Box 551 Jackson WY 83001

Issued To:

Fodor Law Office, PC
120 East Pearl Avenue
Jackson, WY 83001
(307)733-2880

Report No.: W-22595
Effective Date: June 12, 2020
Current Date: July 7, 2020
Cost: \$250.00

Project Reference: Teton Landing LLC

Property Address: 115 Nelson Drive, Jackson, WY 83001
TBD TBD, Jackson, WY 83001

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:

Teton Landing 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

Parcel 1:

A portion of the NE1/4 NE1/4 of Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, more particularly described as follows:

Beginning at corner Number One of the tract conveyed, which is the Northeast corner of said tract. This corner is 128 feet West and 660 feet South of the Northeast corner of Section 34, Township 41 North, Range 116 West.

From Corner No. 1, proceeding West 382 feet to Corner No. 2;

thence South 114 feet to Corner No. 3;

thence East 382 feet to Corner No. 4;

thence North 114 feet to the Place of Beginning.

Parcel 2:

A portion of the NE1/4 NE1/4 of Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, more particularly described as follows:

Beginning 660 feet South of the Northeast corner of Section 34, Township 41 North, Range 116 West;

thence running West 128 feet;

thence South 114 feet;

thence East 128 feet;

thence North 114 feet to the Place of Beginning.

PIDN: 22-41-16-34-1-00-030 (Parcel 1), 22-41-16-34-1-00-031 (Parcel 2)

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-22595

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

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
2. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
3. General taxes for the year 2020 and subsequent years, a lien in the process of assessment, not yet due or payable.
4. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded February 15, 1939, as (instrument) 17398 (book) 6 (page) 15, Official Records:
Purpose: water pipeline [COPY](#)
5. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the United States of America in a document recorded March 11, 1939, as (book) 6 (page) 30, Official Records:
Purpose: water pipeline [COPY](#)
6. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded March 5, 2004, as (instrument) 617556 (book) 543 (page) 320, Official Records:
Purpose: road and sidewalk [COPY](#)
7. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded March 5, 2004, as (instrument) 617557 (book) 543 (page) 324, Official Records:
Purpose: public utilities [COPY](#)
8. Record of Survey recorded as Map T-76. [COPY](#)
9. Gaps and/or overlaps as disclosed in Survey shown hereinabove as Map T-76, as a result of variations in the North-South section line which comprises the East Section line of Section 34. [COPY](#)
10. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$1,130,000.00, dated August 17, 2018, recorded August 17, 2018, as (instrument) 0955047, Official Records.
Mortgagor: Stage Stop, Inc., a Wyoming corporation
Mortgagee: Bank of Jackson Hole

***** End of Encumbrances *****

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-22595

*** CHAIN OF TITLE REPORT

According to the public records, no documents conveying the property described in this report have been recorded within a period of 24 months prior to the date of this report, except as shown herein:

Parcel 1:

Quitclaim Deed from Stage Stop, Inc., a Wyoming Corporation, to Teton Landing LLC, a Wyoming limited liability company, recorded January 8, 2019, as (instrument) 0962961, Official Records.

Parcel 2:

Quitclaim Deed from Stage Stop, Inc., a Wyoming Corporation, to Teton Landing LLC, a Wyoming limited liability company, recorded January 8, 2019, as (instrument) 0962962, Official Records.

TAX NOTE:

Taxes, special and general, assessment districts and service areas for the year 2019.

Tax number pertains to both parcels.

Tax ID No.: OJ-001547

1st Installment: \$1,777.23 PAID

2nd Installment: \$1,777.23 PAID



Layers

Info

[Copy to Clipboard](#)

[Different map view ▾](#)

- Aerial Photography Date: June 29, 2019
- Aerial Photography Date: July 02, 2019
- **2 Parcel(s)**
 - [Zoom to parcel\(s\)](#)

- [Parcel: 22-41-16-34-1-00-031](#)

[Clerks records](#)

[Parent Parcel](#)

- [Account: R0021694 Property Detail](#)

[Owner: TETON LANDING LLC](#)

[MailAddr: PO BOX 1677](#)

[MailAddr: JACKSON, WY 83001-1677](#)

[Deed: 0962962](#)

[Location: PT NE1/4NE1/4 SEC 34, TWP 41, RNG](#)

- [116. \(Parcel 2\)](#)

[TaxClass: Residential](#)

[Acreage: 0.33](#)

- [Parcel: 22-41-16-34-1-00-030](#)

[Clerks records](#)

[Parent Parcel](#)

- [Account: R0021693 Property Detail](#)

[Owner: TETON LANDING LLC](#)

[MailAddr: PO BOX 1677](#)

[MailAddr: JACKSON, WY 83001-1677](#)

[StAddr: 115 NELSON DRIVE](#)

[Deed: 0962961](#)

[Location: PT NE1/4NE1/4 SEC 34, TWP 41, RNG](#)

- [116. \(Parcel 1\)](#)

[TaxClass: Residential](#)

[Acreage: 1.00](#)

Lat / Lon N: 43.47768°, W: 110.74289°
NAD83 UTM Zone 12 X: 520793,
Y: 4813894
Wyoming West NAD83 USft
N: 1413811, E: 2449604