



# 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

- 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: October 12, 2021	<b>REQUESTS:</b>
Item #: P21-263	<p>The applicant is submitting a request for a Subdivision Re-plat for the property located at 105, 115, 125, 135, 145, 155, 165 Nelson Dr., legally known as LOT 2-7, TETON LANDING ADDITION</p> <p>For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.</p>
Planner: Tyler Valentine	
Phone: 733-0440 ext. 1305	
Email: tvalentine@jacksonwy.gov	
<b>Owner:</b> Teton Landing, LLC PO Box 1677 Jackson, WY 83001	
<b>Applicant:</b> Fodor Law Office 120 E Pearl Ave. Jackson, WY 83001	
<b>Please respond by:</b> <b>October 26, 2021 (Sufficiency)</b> <b>November 2, 2021 (with Comments)</b>	

**Owner:**

Teton Landing, LLC  
PO Box 1677  
Jackson, WY 83001

**Applicant:**

Fodor Law Office  
120 E Pearl Ave.  
Jackson, WY 83001

**RESPONSE:** For Departments not using Trak-it, please send responses via email to:  
alangley@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](mailto:stefan@fodorlaw.com)

October 12, 2021

***Via Email Only***

**Town of Jackson, Planning & Building Department**

Email: [planning@jacksonwy.gov](mailto:planning@jacksonwy.gov)

**RE: Teton Landing Subdivision Plat Application to 5 lots**

**Dear Annette:**

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

1. Application
2. Letter of Authorization
3. Property Deeds
4. Subdivision Narrative
5. Plat
6. Draft Affidavits of Acknowledgement
7. Draft Restated Covenants, Conditions & Restrictions for the Teton Landing Subdivision
8. Draft Notice of Intent to Subdivide
9. Title Report from Wyoming Title & Escrow
10. Amended Subdivision Improvements Agreement

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 Replat to 5 lots

Physical Address: Nelson Drive

Lot, Subdivision: Teton Landing addition to the Town of Jackson: Lot 8-12

PIDN: See attached Exhibit A with PIDNs

**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

**DESIGNATED PRIMARY CONTACT.**

Property Owner X Applicant/Agent

**TYPE OF APPLICATION.** *Please check all that apply; review the type of application at [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning)*

**Use Permit**

Basic Use

**Physical Development**

**Interpretations**

Formal Interpretation

Conditional Use

Sketch Plan

Zoning Compliance Verification

Special Use

Development Plan

**Amendments to the LDRs**

**Relief from the LDRs**

**Subdivision/Development Option**

LDR Text Amendment

Administrative Adjustment

Subdivision Plat

Map Amendment

Variance

Boundary Adjustment (replat)

**Miscellaneous**

Beneficial Use Determination

Boundary Adjustment (no plat)

Other: \_\_\_\_\_

Appeal of an Admin. Decision

Development Option Plan

Environmental Analysis

**PRE-SUBMITTAL STEPS.** To see if pre-submittal steps apply to you, go to [www.townofjackson.com/200/Planning](http://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 #: \_\_\_\_\_ Environmental Analysis #: \_\_\_\_\_  
Original Permit #: \_\_\_\_\_ Date of Neighborhood Meeting: \_\_\_\_\_

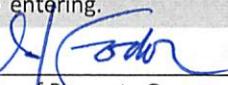
**SUBMITTAL REQUIREMENTS.** Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) 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](http://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 <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-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](http://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 J. Fodor

Name Printed

10-8-21

Date

Attorney

Title

## LETTER OF AUTHORIZATION

**Teton Landing LLC** , "Owner" whose address is:

PO Box 1677, Jackson, Wyoming 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Teton Landing LLC , as the owner of property

more specifically legally described as:

more specifically legally described as:

Exhibit 17 of the Teton Landfill Addition to the Town of Jackson, Wyoming according to that plat recorded in the Office of the Teton County Clerk on February 2, 2021 as Plat No. 1423.

of the Teton County Clerk on February 2, 2021 as Plat No. 1422

(If too lengthy, attach description)

HEREBY AUTHORIZES 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

1

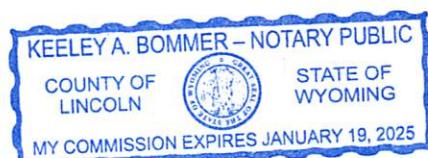
The foregoing instrument was acknowledged before me by Sadek Darwiche this 8th day of OCTOBER, 2021.

Attest, 202.  
WITNESS my hand and official seal.

WITNESS my hand and official seal.

John X. Bannister  
(Notary Public)  
My commission expires: 11/19/2025

(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**

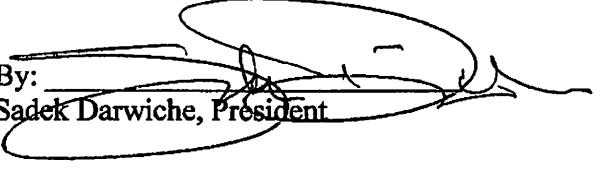
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GRANTOR: STAGE STOP INC  
 GRANTEE: TETON LANDING LLC  
 Doc 0962961 Filed At 16:33 ON 01/08/19  
 Sherry L. Daigle Teton County Clerk fees: 15.00  
 By Mary D Antribus Deputy

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 7<sup>th</sup> day of  
~~September, 2018~~ January, 2019.

Stage Stop, Inc., a Wyoming Corporation

By:   
Sadek Darwiche, President

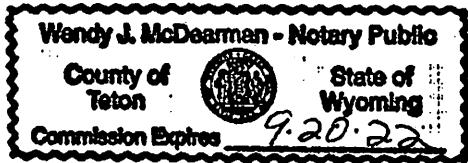
State of Wyoming )

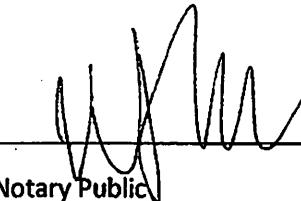
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County of Teton

On this 7<sup>th</sup> day of ~~September, 2018~~ <sup>10 a.m.</sup> 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

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

## 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 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

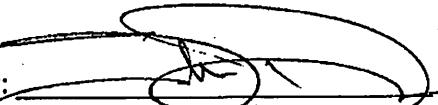
By Mary D Antrobus Deputy

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 7<sup>th</sup> day of September, 2018 January, 2019.

SD.

Stage Stop, Inc., a Wyoming Corporation

By:   
Sadek Darwiche, President

State of Wyoming

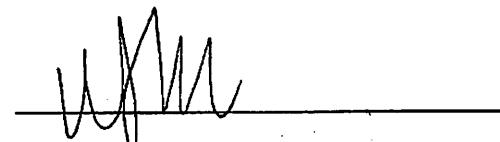
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County of Teton

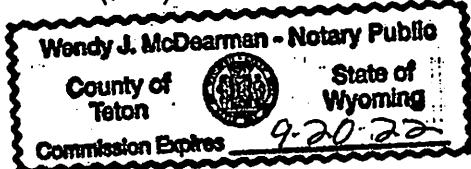
On this 7<sup>th</sup> day of September, 2018, before me a Notary Public in and for the State of Wyoming, personally appeared Sadek Darwiche, President of Stage Stop, Inc., A Wyoming Corporation, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me 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

## **Subdivision Plat Application Narrative**

### **Teton Landing, LLC**

Teton Landing LLC ("Applicant") owns Lots 1-7 of the Teton Landing Addition to the Town of Jackson, Wyoming according to that plat recorded in the Office of the Teton County, Wyoming Clerk on February 2, 2021 as Plat No. 1422 ("Property"). The Property is zoned NM-1 and there are currently no structures on the Property. The Town approved a Development Plan for the Property in 2019 for 7 lots (P19-152; P19-285), a Subdivision Plat for the Property on October 19, 2020 for 7 lots (P20-140) and a Development Plan Amendment for the Property in 2021 for 5 lots on August 2, 2021 (P21-114).

As detailed in the Development Plan Amendment, the Applicant desires to reduce the number of lots on the Property from 7 lots to 5 lots with this application ("Application"). As seen on the proposed plat enclosed herewith, Lots 9-12 are proposed to be approximately 9,118 square feet or .21 acre per lot. Lot 8 is proposed to be approximately 19,798.4 square feet or .45 acre. Lot 8 is significantly larger as it encompasses steeper slopes along its eastern side and Nelson Drive.

Access to the Property will be nearly identical to what exists today and what was shown on the original Subdivision Plat. That is, access to the lots will be from a private, 30-foot access and utility easement from Nelson Drive to the eastern boundary of Lot 12. This access easement will contain a 20-foot private road and 5 feet on either side of the road for utilities and snow storage, in accordance with the LDR standards for private roads. The Applicant proposes to vacate a portion of the 30-foot-wide access and utility easement on the new Lot 12 (which easement was granted to owners within the subdivision and to the Town of Jackson with the recordation of the Subdivision Plat). This vacation is shown on the new 5-lot subdivision plat.

This Application and the proposed lot sizes are in keeping with the surrounding neighborhood character, and will provide an appropriate transition from the single-family duplexes and townhomes to the south of the Property where lot sizes range from 3,500 square feet to 7,500 square feet (zoned NM-1) to those lots to the north of the Property where the average lot sizes range from 8,700-17,000 square feet (zoned NL-3).

### **DEV Plan Findings**

This Application, and specifically the applicant's proposal to reduce approved density from 7 lots to 5 lots, satisfies the criteria for approval of a Development Plan under the Town of Jackson Land Development Regulations ("LDRs"), Section 8.3.3(C).

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

The Applicant's proposed subdivision and residential development are consistent with the future character area as described in the Jackson/Teton County Comprehensive Plan. The Comprehensive Plan designates the Property as being within the District 3 "Town Residential

Core" and Subarea 3.4 May Park Area. The future character of these subareas is to "maintain the existing medium to high density development pattern" with a mix of single-family lots and other development types. Here, the applicant is reducing the number of lots previously approved for the Property and is increasing overall lot size, thereby offering a better transition from the smaller lots of the Daisy Bush subdivision to the south of the Property to the larger lots within the Nelson subdivisions to the north of the Property. The access drive is consistent with the access drives in surrounding neighborhoods and will provide adequate access to each lot. The proposed lots exceed the minimum lot size requirement of the zone.

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

No portion of this Property is 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.**

The 5 lots proposed by the applicant will have less impact on public facilities and services than the 7 lots currently approved for the Property. Appropriate school and park exactions will be paid for any *additional* impact this proposal has on parks and schools, though as shown in the enclosed park and school exaction sheets, we anticipate the park and school exactions for the 5-lot subdivision to be less than the 7-lot subdivision so additional exaction fees may not be owed. See LDRs, Section 7.5.2. Water and sewer connections and improvements are depicted on the revised Utility Plan submitted with the Development Plan Amendment. All structures will be fire sprinklered to mitigate the need for a hammerhead turnaround for fire access. This requirement is included as a note on the Subdivision Plat and in the Restated CCRs for the subdivision replat. This requirement will also be included on any future subdivision plat and amended CCRs for the subdivision.

An Amended Subdivision Improvements Agreement is filed with this application.

Housing mitigation fees are not due at this time. The required housing mitigation fees will be paid at the appropriate time and will be based on the number and size of the homes on the Property.

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

The proposed subdivision does not include physical development and, therefore, the TOJ Design Guidelines do not apply at this time.

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

The proposed development complies with all relevant standards of the LDRs and other Town ordinances. The proposed lot sizes exceed the minimum lot size required in the NM-1 zoning district (3,750 square feet). Physical development on the Property will comply with applicable setbacks, FAR, and similar physical development standards.

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

The proposed development is consistent with approved standards and conditions for the Property but is less dense than what was previously approved for the Property. The prior Development Plan and Subdivision Plat approvals required a 30-foot-wide access and utility easement to the lots and a note on the final Subdivision Plat that all habitable structures have fire sprinklers so long as the road does not include a fire turnaround. These conditions are reflected on the Development Plan Amendment and are also reflected on the amended Subdivision Plat and the recorded covenants, conditions and restrictions for the Property.

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING )  
)) ss  
COUNTY OF TETON )

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 SECOND FILING 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 SECOND FILING is IDENTICAL to that land shown on Plot No. 1422 recorded in the Office of the Clerk of Teton County, Wyoming;

BEGINNING at a point on the east line of said Section 34, said point lying S 1°43'42" 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 S 1°43'42" 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 0°23'39" E, 113.98 feet to a point marked by an aluminum cap inscribed "PLS 578" found this survey;

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

Said parcel encompasses 1.29 acres, more or less.

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

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 1°43'42" E along the east line of the NE1/4NE1/4 of Section 34, as shown hereon.

Mark Fellermann  
Wyoming Professional Land Surveyor No. 16012

**DRAFT**

**ACKNOWLEDGMENT**

STATE OF WYOMING )  
))ss  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Mark Fellermann on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Witness my hand and official seal.

Notary Public \_\_\_\_\_ My commission expires: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

STATE OF WYOMING )  
)) ss  
COUNTY OF TETON )

The foregoing TETON LANDING ADDITION TO THE TOWN OF JACKSON SECOND FILING was approved at the regular meeting of the Town Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 in accordance with Section 15-1-415, Wyoming Statutes, and the Town of Jackson Land Development Regulations.

SIGNATURE BY SEPARATE AFFIDAVIT  
Hailey Morton Levinson, Mayor

Attest:  
ATTESTATION INCLUDED ON MAYOR'S SEPARATE AFFIDAVIT  
Lynsey Lenamond, Clerk

SIGNATURE BY SEPARATE AFFIDAVIT  
Brian Lenz, Town Engineer

SIGNATURE BY SEPARATE AFFIDAVIT  
Paul Anthony, Planning Director

**CERTIFICATE OF MORTGAGEE**

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

**LEGEND**

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

— Measured Property Boundary  
— Adjoining Property Boundary  
— Record Easement Line  
— Vacated Easement Line  
— Section Line  
— Ditch Setback Line  
— Top of Bank

**GRAPHIC SCALE - FEET**  
1"=30' (Valid For 24"x36" Plots Only)

**Measured Bearing and Distance**  
S 89°29'57" E 110.12'

**LOT 12**  
±0.21 acres  
±9,118.4 sq. ft.  
N 023'39" E 113.98'  
15' Ditch Setback

**LOT 11**  
±0.21 acres  
±9,118.3 sq. ft.  
N 023'39" E 113.98'

**LOT 10**  
±0.21 acres  
±9,118.2 sq. ft.  
N 023'39" E 113.98'

**LOT 9**  
±0.21 acres  
±9,118.1 sq. ft.  
N 023'39" E 113.98'

**LOT 8**  
±0.45 acres  
±19,798.4 sq. ft.  
N 1°43'29" E 259.04'  
Basis of Bearings  
Appropriate Centerline of Water Main Pipeline Easement Book of Deeds 6 Page 15 & Easement to the United States Book of Deeds 6 Page 30 (Based on Town of Jackson Utility Infrastructure Data)

**LOT 7**  
±0.21 acres  
±9,118.0 sq. ft.  
N 023'39" E 113.98'  
15' Ditch Setback

**LOT 6**  
±0.21 acres  
±9,118.1 sq. ft.  
N 023'39" E 113.98'

**LOT 5**  
±0.21 acres  
±9,118.2 sq. ft.  
N 023'39" E 113.98'

**LOT 4**  
±0.21 acres  
±9,118.3 sq. ft.  
N 023'39" E 113.98'

**LOT 3**  
±0.21 acres  
±9,118.4 sq. ft.  
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**LOT 0**  
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**LOT 8**  
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N 1°43'29" E 259.04'  
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## **Affidavit of Acknowledgment and Acceptance of Plat**

**KNOW ALL MEN BY THESE PRESENTS:**

\_\_\_\_\_, \_\_\_\_\_, Teton Landing, LLC  
("Teton Landing"), a Wyoming limited liability company, being first duly sworn, does hereby depose and say:

1. Teton Landing is the owner of the subdivision known as Teton Landing Addition to the Town of Jackson, Teton County, Wyoming according to Plat Number 1422 recorded in the Office of the Clerk of Teton County, Wyoming on February 2, 2021.
  2. That I have examined a copy of the Plat of Teton Landing Addition to the Town of Jackson, Second Filing, being located within NE1/4 NE1/4 of Section 34, Township 41N, Range 116 West, 6<sup>th</sup> P.M., Jackson, Teton County, Wyoming, dated \_\_\_\_\_, 2021, to be recorded in the Office of the Clerk of Teton County, Wyoming;
  3. That I hereby consent to the re-plat of 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 Owner as contained on said Plat.

**Teton Landing, LLC,  
a Wyoming limited liability company**

By:  
Its:

STATE OF WYOMING )  
 ) SS  
COUNTY OF TETON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ for Teton Landing, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the \_\_\_\_\_ 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

**Affidavit of Acknowledgment and Acceptance of Final Plat**

**KNOW ALL MEN BY THESE PRESENTS:**

Tyler Sinclair, Community Development Director for the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Tyler Sinclair, Community Development Director for the Town of Jackson;
2. That I have examined a copy of the Plat of Teton Landing Addition to the Town of Jackson, Second Filing, being located within NE1/4 NE1/4 of Section 34, Township 41N, Range 116 West, 6<sup>th</sup> P.M., Jackson, Teton County, Wyoming, dated \_\_\_\_\_, 2021, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat;
3. 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 October, 2021.

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

---

By: Tyler Sinclair, Community Development Director

STATE OF WYOMING )

COUNTY OF TETON )

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat being subscribed and sworn to before me by Tyler Sinclair, Community Development Director for the Town of Jackson, a municipal corporation of the State of Wyoming, this \_\_\_\_\_ day of October, 2021.

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 Plat of Teton Landing Addition to the Town of Jackson, Second Filing, being located within NE1/4 NE1/4 of Section 34, Township 41N, Range 116 West, 6<sup>th</sup> P.M., Jackson, Teton County, Wyoming, dated \_\_\_\_\_, 2021, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat;
3. 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 October, 2021.

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 October, 2021.

Witness my hand and official seal.

---

Notary Public

**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 Plat of Teton Landing Addition to the Town of Jackson, Second Filing, being located within NE1/4 NE1/4 of Section 34, Township 41N, Range 116 West, 6<sup>th</sup> P.M., Jackson, Teton County, Wyoming, dated \_\_\_\_\_, 2021, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat;
3. 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 October, 2021.

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 October, 2021.

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 Plat of Teton Landing Addition to the Town of Jackson, Second Filing, being located within NE1/4 NE1/4 of Section 34, Township 41N, Range 116 West, 6<sup>th</sup> P.M., Jackson, Teton County, Wyoming, dated \_\_\_\_\_, 2021, to be recorded in the Office of the Clerk of Teton County, Wyoming;
  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.

**BANK OF JACKSON HOLE, a Wyoming banking corporation**

**By:**

Its:

STATE OF WYOMING )  
 ) ss  
COUNTY OF TETON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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:**

Hailey Morton Levinson, Mayor of the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Hailey Morton Levinson, Mayor of the Town of Jackson;
  2. That I have examined a copy of the Plat of Teton Landing Addition to the Town of Jackson, Second Filing, being located within NE1/4 NE1/4 of Section 34, Township 41N, Range 116 West, 6<sup>th</sup> P.M., Jackson, Teton County, Wyoming, dated \_\_\_\_\_, 2021, to be recorded in the Office of the Clerk of Teton County, Wyoming;
  3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat;
  3. 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 October, 2021

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

By: Hailey Morton Levinson, Mayor

**ATTEST**

**Sandra P. Birdyshaw, Town Clerk**

STATE OF WYOMING )  
 ) ss  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, as the Mayor of the Town of Jackson, a municipal corporation of the State of Wyoming, and Sandra P. Birdyshaw, as the Town Clerk for the Town of Jackson, a municipal corporation of the State of Wyoming, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

**Notary Public**

**RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TETON  
LANDING SUBDIVISION**

This Restated Declaration of Covenants, Conditions and Restrictions for Teton Landing Subdivision ("Declaration") is made by Teton Landing LLC, a Wyoming limited liability company, its successors and assigns ("Declarant"), as owner of the subdivision known as Teton Landing Addition to the Town of Jackson, Second Filing, Teton County, Wyoming, according to that plat recorded in the Office of the Clerk of Teton County, Wyoming on \_\_\_\_\_, 2021 as Plat No. \_\_\_\_\_ ("Property").

NOW THEREFORE, the Declarant hereby vacates those Declaration of Covenants, Conditions and Restrictions for Teton Landing Subdivision recorded February 2, 2021 as Document No. 1008116 in the Teton County Clerk's Office of Land Records and imposes this Declaration on the Property. 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 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 Homeowners 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, and shall serve as the Common Road. 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.

**Common Utilities.** The Declarant shall install, maintain and repair utilities within the Common Road. With regards to water and sewer, the Association shall maintain the private water and sewer lines from the point of entry into the sewer and water mains of the Town of Jackson to the point of entry to the individual structures on a Lot. Maintenance and repair expenses associated with utilities Common Road and any other utilities for which the Association is responsible for repairing and maintaining 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 3 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. After Declarant Termination, any reference to Declarant herein, unless otherwise explicitly noted, shall be deemed a reference to the Association.

**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, the Bylaws, the Articles, the Design Guidelines, Community-Wide Standards, and the Master Rules and Regulations, as they may be amended or supplemented from time to time, as well as any resolutions of the Board or the Association duly adopted pursuant to the Bylaws.

**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. Teton Landing Addition to the Town of Jackson, Second Filing, Teton County, Wyoming, which plat was recorded in the Office of the Clerk of Teton County, Wyoming on \_\_\_\_\_, 2021, 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 and any necessary above-ground appurtenances required by utility providers. 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 but such use shall not preclude the construction of a guest house.

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 envelope 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 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 5 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; Easements. Declarant hereby reserves an easement over, under and through the Common Road for the installation and maintenance of power, sewer, water, telephone, TV cable and other utilities. With regard to sewer and water lines within the Subdivision, Declarant hereby reserves an easement over, under and through each Lot for the purpose of installing, constructing, repairing and maintaining sewer and water lines from the sewer and water mains to the point of entry into a structure on each Lot. All utilities shall be installed underground with only such above-ground appurtenances as may be required by

utility service providers.

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. This Section shall not apply to the Declarant, even after Declarant Termination.

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, whether or not it shall be stated in such deed, is deemed to covenant and agree to pay to Declarant or the Association, as the case may be: (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 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 or the Association 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. 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 Documents.

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 Documents, 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 3 of the 5 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: Manager

State of Wyoming )  
 ) ss  
County of Teton )

On this    day of October, 2021, 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 Manager 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 5 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 7 lots which currently comprise the property are 22-41-16-34-1-AX-001, 22-41-16-34-1-AX-002, 22-41-16-34-1-AX-003, 22-41-16-34-1-AX-004, 22-41-16-34-1-AX-005, 22-41-16-34-1-AX-006, 22-41-16-34-1-AX-007.



## OWNERSHIP AND ENCUMBRANCE REPORT

**Issued To:**

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

Report No.: W-26238  
Effective Date: August 20, 2021  
Current Date: September 9, 2021  
Cost: \$350.00

**Project Reference:** Teton Landing Addition

**Property Address:** 105 Nelson Drive, Jackson, WY 83001  
115 Nelson Drive, Jackson, WY 83001  
125 Nelson Drive, Jackson, WY 83001  
135 Nelson Drive, Jackson, WY 83001  
145 Nelson Drive, Jackson, WY 83001  
155 Nelson Drive, Jackson, WY 83001  
165 Nelson Drive, 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.**

Wyoming Title & Escrow  
Ownership and Encumbrance Report  
Report No.: W-26238

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

Lots 1, 2, 3, 4, 5, 6 and 7 of Teton Landing Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 2, 2021 as Plat No. 1422.

PIDN: 22-41-16-34-1-AX-001, 22-41-16-34-1-AX-002, 22-41-16-34-1-AX-003, 22-41-16-34-1-AX-004, 22-41-16-34-1-AX-005, 22-41-16-34-1-AX-006, 22-41-16-34-1-AX-007

Wyoming Title & Escrow  
Ownership and Encumbrance Report  
Report No.: W-26238

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

1. Taxes, special and general, assessment districts and service areas for the year 2021.

Tax ID No.: OJ-008422 (Parent Parcel 1)  
1st Installment: \$1,879.68 DUE  
2nd Installment: \$1,879.68 OPEN

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

2. Taxes, special and general, assessment districts and service areas for the year 2021.

Tax ID No.: OJ-008423 (Parent Parcel 2)  
1st Installment: \$1,879.68 DUE  
2nd Installment: \$1,879.68 OPEN

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

3. Assessments for the Teton Landing Homeowners Association, if any, which are excluded from the coverage afforded hereby.

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

Affects Lot 1

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

Affects Lot 1

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

Affects Lot 1

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. Matters Disclosed by Record of Survey recorded as Map T-76. COPY

Wyoming Title & Escrow  
Ownership and Encumbrance Report  
Report No.: W-26238

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. Affects Lot 1 COPY
10. All matters as delineated on the Official Plat of Teton Landing Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1422. Plat 1422
11. Subdivision Improvement Agreement by and between Teton Landing LLC and the Town of Jackson, setting forth terms, recorded February 2, 2021, as (instrument) 1008115, Official Records. 1008115
12. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Declaration of Covenants, Conditions and Restrictions for Teton Landing Subdivision, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document recorded February 2, 2021, as (instrument) 1008116, Official Records. 1008116

Contains: Homeowners association charges, assessments and liens.

13. 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
14. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$111,375.00, dated May 21, 2021, recorded June 2, 2021, as (instrument) 1016521, Official Records.  
Mortgagor: Teton Landing LLC, a Wyoming limited liability company  
Mortgagee: Bank of Jackson Hole

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

\*\*\* 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:

Parent 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.

Parent 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.



## AMENDED SUBDIVISION IMPROVEMENTS AGREEMENT

**THIS AMENDED SUBDIVISION IMPROVEMENTS AGREEMENT** ("Amended SIA") is made by and between Teton Landing LLC, a Wyoming limited liability company ("Subdivider"), with a mailing address of P.O. Box 1677, Jackson, Wyoming 83001 and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming ("Town"), with a mailing address of P.O. Box 1687, Jackson, Wyoming 83001. This Agreement is effective as of the date of recordation in the Teton County Clerk's Office of Land Records ("Effective Date").

### RECITALS

**WHEREAS**, Subdivider is owner of Lots 1 through 7 of Teton Landing Addition to the Town of Jackson according to that Plat recorded in the Office of the Teton County Clerk on February 2, 2021 as Plat No. 1422 ("Subject Property"); and

**WHEREAS**, Subdivider recorded a Subdivision Improvement Agreement on February 2, 2021 regarding the construction of certain improvements ("Improvements") as a condition of approval of the Final Plat and associated Development Plan for the Subject Property (the "SIA"); and

**WHEREAS**, Subdivider submitted a Development Plan Amendment proposing to reduce the number of lots on the Subject Property from 7 to 5, which plan was approved by the Town of Jackson on August 2, 2021 in permit P21-114; and

**WHEREAS**, Pursuant to P21-114, Subdivider is required to submit this Amended Agreement to update the SIA; and

**WHEREAS**, the Town of Jackson's Land Development Regulations ("LDRs") require that this Amended SIA be executed by the Subdivider and the Town and recorded in the Office of the Teton County Clerk; and

**WHEREAS**, the Town Council approves of the terms and conditions of this Amended SIA.

**NOW, THEREFORE, IT IS HEREBY AGREED** that for and in consideration of the above recitals, which are incorporated herein by reference, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Subdivider, its heirs, successors and assigns, and the Town do mutually covenant and agree as follows:

#### 1. ORIGINAL AGREEMENT.

The SIA is hereby vacated and superseded in its entirety by this agreement.

#### 2. SUBDIVIDER TO COMPLY:

Subdivider shall comply with all improvement requirements contained in Section 7.2.2.A.1A of the Town of Jackson Land Development Regulations, the Development Plan Amendment approved by Town Council on August 2, 2021 and the conditions of the Town Council for this subdivision replat. Improvements

shall be engineered, designed, constructed and installed solely at Subdivider's own cost and expense except when specifically noted otherwise herein.

3. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED:

The conditions of the Town Council, as set forth in its approval of any requirement Final Development Plan Amendment and Final Plat, are hereby incorporated herein by reference as though fully set forth. Development and use of all land within the subdivision is limited to that conveyed by the Final Plat and the Land Development Regulations of the Town of Jackson, as they may be amended from time to time.

4. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS:

The proposed Improvements required by this Amended SIA as designed by a professional engineer licensed in the State of Wyoming on behalf of the Subdivider, and as approved by the Town Engineer, are approximately 340 feet of water main and five water services, 125 feet of water service line with 5 curb stops, 175 feet of sewer services, and 310 feet of 20-foot wide roadway, or as approved with the grading permit. All improvement work required of Subdivider under this agreement shall be in accordance with said improvement plans and Town of Jackson Construction Standards.

No Construction of the required Improvements shall commence until after approval of all design and construction drawings by appropriate grading permit.

5. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE:

The list of improvements and the total cost of improvements required by this agreement as estimated by a professional engineer licensed in the State of Wyoming on behalf of the Subdivider, and as approved by the Town Engineer, is shown in Table 1 below.

UTILITY	Quantity	Unit Price	Total
Water Main	340 Feet	\$82/Foot	\$27,880
Water Services	125 Feet	\$57/Foot	\$7,125
Sewer Services	175 Feet	\$82/Foot	\$14,350
Curb Stop	5	\$1,770/Each	\$8,850
Gate Valve	1	\$2,280/Each	\$2,280
Blow Off Hydrant	1	\$3,120/Each	\$3,120
Roadway, 20 ft wide	310 Feet	\$162/Foot	\$50,220
Property Monumentation	1 Lump Sum	\$4,000	\$4,000
		<b>TOTAL</b>	<b>\$117,825</b>
		<b>125% TOTAL</b>	<b>\$147,281</b>

Subdivider shall deposit with the Town, prior to filing of the Final Plat, an irrevocable letter of credit, or performance and payment bond, or funds in escrow. Such security shall be in the amount of 125% of the estimated Total cost of Improvements, as calculated in TABLE 1 herein and approved by the Town Engineer and Planning Director.

6. ESTIMATED COST OF OTHER SUBDIVISION IMPROVEMENTS AND SECURITY THEREFORE:

There is no Affordable Housing Obligation because the subdivision does not contemplate a residential component.

7. UNDERGROUND ELECTRICAL POWER, TELEPHONE, TELEGRAPH, CABLE TELEVISION, AND GAS FACILITIES:

All electrical power, telephone, cable television, and gas facilities within the subdivision shall be installed underground, except that (a) above-ground facilities necessary to serve underground facilities, (b) other installation of peripheral overhead electrical transmission and distribution feeder lines, or (c) other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Subdivider understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. Subdivider affirms that the public utility companies, including the cable television company franchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by Subdivider through its officers, agents, or employees and that Subdivider is informed as to the approximate cost to Subdivider of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the Development Plan Amendment. Further, the Subdivider agrees to provide any and all easements necessary to accommodate aforementioned utilities.

**8. EXACTIONS:**

Subdivider paid exactions for the following purposes and in the following amounts to the Town prior to the filing of the original Plat No. 1422 for a seven-lot subdivision:

Parks Exactions:	\$ 18,900
School Exaction:	\$ 14,000
Affordable/Employee:	\$ None

Within sixty calendar days of approval of the subdivision replat to a five-lot subdivision, the application shall be refunded the difference in exaction fees in the amount of \$18,800.00.

**9. TIME FOR COMPLETION:**

Subdivider agrees to install all Improvements as required and further agrees that all such work of Improvements shall be fully completed prior to occupancy of the first development on any lot, unless said time upon written request of Subdivider made to the Town Engineer is extended by the Town, which extension shall not be unreasonably withheld.

**10. WARRANTY:**

All work and Improvements required pursuant to this agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of two (2) years from the date of the grading permit sign off by Town Engineering.

**11. LIABILITY:**

Subdivider agrees to carry insurance as required by the encroachment permits for the work.

**12. PERFORMANCE TESTING AND INSPECTION:**

Subdivider shall be required to obtain a Town approved, State of Wyoming licensed engineer to perform and/or monitor all testing required per the Town standards.

Subdivider shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. Subdivider shall be required to complete all construction work and necessary performance tests on installed infrastructure per the existing Town standards. Subdivider shall be responsible for the preparation of regular inspection reports and test results. This information shall be submitted to the Town Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. Subdivider shall notify the Public Works Department at least forty-eight (48) hours prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide placement for a representative of the Town to be present at the test or placement.

**13. RELEASE OF SECURITY:**

The proposed Improvements are private utilities and will be considered complete with final sign off

of the appropriate building permit at which time the financial security shall be released.

Prior to final sign-off the following shall be provided:

Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the Improvements and property boundaries, GIS files with metadata required by the Town Engineer, and in any other format reasonably deemed suitable by the Town Engineer; and

Certification. The following certification by the project engineer shall appear on the face of the record drawings:

**Records Plans Certificate**

These record plans were prepared under my direct supervision and control and are an accurate representation of the Improvements shown hereon as they were constructed. The Improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Wyoming Department of Transportation, the Town of Jackson, and other applicable agencies. Where the Improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted.

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(Engineer's Signature)

Date

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(Engineer's Name, Printed)

Wyoming P.E. No. \_\_\_\_\_

**14. DEVELOPMENT COORDINATION:**

The contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the Improvements required herein. Subdivider shall notify the Town Engineer when Improvements shall be installed. The Planning Director shall coordinate development exactions related to parks fees, school fees and affordable housing or construction of affordable housing.

**15. ACCEPTANCE:**

The proposed Improvements are private utilities and will be considered complete with final sign-off of the appropriate grading permit. There is no public ownership or maintenance of the proposed Improvements.

**16. REIMBURSEMENT FOR INFRASTRUCTURE OVER-SIZING:**

There are no reimbursements for infrastructure over-sizing pertaining to this development.

**17. NOTICES:**

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town:           Town of Jackson  
                 Attention: Town Clerk  
                 PO Box 1687  
                 Jackson, WY 83001

Subdivider:    Teton Landing, LLC  
                 Attention: Manager  
                 PO Box 167734  
                 Jackson, WY 83001

Either party upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

**18. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS AND WAIVER:**

This agreement shall run with the land included within the subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement, and no waiver of the breach of the provisions of any section of this agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

**19. TITLE AND AUTHORITY:**

Subdivider warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants having full power and authority to enter into this Agreement.

**20. SEVERABILITY:**

This agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this agreement is held to be in violation of Town, State or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this agreement in all other respects shall remain valid and enforceable.

**20. INTEGRATION:**

The Parties intend this statement of their agreement, including the Recitals herein, to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of

their agreement, and they are not bound by any other agreements of whatsoever kind or nature.

**21. ADDITIONAL DOCUMENTS AND ACTS:**

Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

**22. CONFLICT OF LAWS, JURISDICTION, CONSTRUCTION:**

This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties hereto and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

**23. GOVERNMENTAL IMMUNITY:**

The Town of Jackson does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

**SIGNATURES ON THE FOLLOWING PAGES**

**TOWN OF JACKSON,  
a municipal corporation  
of the State of Wyoming**

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BY: Hailey Morton Levinson, Mayor

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ATTEST: Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, as the Mayor of the Town of Jackson, and Sandra P. Birdyshaw, as the Town Clerk for the Town of Jackson, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Witness my hand and official seal.

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Notary Public

**SUBDIVIDER**

**Teton Landing LLC, a Wyoming limited liability company**

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By: Sadek Darwiche

Its: Manager

STATE OF WYOMING )

)ss.

COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Sadek Darwiche as Manager of Teton Landing LLC, a Wyoming limited liability company, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Witness my hand and official seal.

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Notary Public