

Jackson Town Council Regular Meeting

December 17, 2018

6:00 PM

Town Council Chambers

NOTICE: THE VIDEO AND AUDIO FOR THIS MEETING ARE STREAMED TO THE PUBLIC VIA THE INTERNET AND MOBILE DEVICES WITH VIEWS THAT ENCOMPASS ALL AREAS, PARTICIPANTS AND AUDIENCE MEMBERS. **PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING**

I. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance

II. PUBLIC COMMENT

This section is reserved for questions and comments from the public on items that are not otherwise included in this agenda. If you would like to communicate with the Council during the meeting, please address them during open public comment, when public comment is called for on a specific item or send an email to Council@jacksonwy.gov.

III. PUBLIC HEARINGS, DISCUSSION AND/OR POSSIBLE ACTION ITEMS

- A. Administration
 - 1. New Restaurant Liquor License Application by Alba's Fine Foods LLC d/b/a The Phoenix and The Dragon (Sandy Birdyshaw, Town Clerk)
 - 2. Transfer Restaurant Liquor License Application from Two 45 LLC to Everest Momo Shack LLC (Sandy Birdyshaw, Town Clerk)
 - 3. Annual renewal of Jackson Elk's Club Gaming License (Sandy Birdyshaw, Town Clerk)
- B. Planning
 - 1. **Item P18-286:** Subdivision Plat for One Town Hill at 680 S. Cache Street (Tyler Sinclair, Planning Director)
 - 2. **Item P18-298:** Subdivision Plat for 115 East Pearl (Tyler Valentine, Senior Planner)
 - 3. **Item P18-136, -330:** Development Agreement Amendment and Development Plan Amendment for Westview Townhomes at 1255 W. Highway 22 (Tyler Valentine, Senior Planner)
 - 4. **Item P18-314:** Land Development Regulations (LDR) Clean -Up (Paul Anthony, Principal Planner)
 - 5. **Item P18-047, -048, -049:** Zoning Map Amendment, Sketch Plan & Conditional Use Permit for Central Wyoming College at 235 & 255 Veronica Lane (Brendan Conboy, Associate Planner)
 - 6. **Item P18-046:** Fee Waiver Request for Central Wyoming College for 235 & 255 Veronica Lane (Brendan Conboy, Associate Planner)

IV. RESOLUTIONS

- A. **Resolution 18-19:** Three Creek Ranch Utility Rates (Kelly Thompson, Finance Director)

V. ORDINANCES

Please note that at any point during the meeting, the Mayor and Council may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

- A. **Ordinance P:** An Ordinance Adding Chapter 8.36 to the Jackson Municipal Code Establishing Disposable Bag Requirements (Presented for 3RD Reading and designated Ordinance 1205)
- B. **Ordinance S:** An Ordinance Amending and Reenacting Section 1 of Town Ordinance 1074 (part) and Division 4.4 Planned Unit Development Zones to Add Section 4.4.2.h.7 of the Town LDRs, for a Neighborhood Medium Density-2 Zone (Glenwood project P17-201) (Presented for 1ST reading, Tyler Sinclair)
- C. **Ordinance T:** An Ordinance Amending and Reenacting Section 2 of Town Ordinance 1074 (part) and the Town's Official Zoning District Map to Change the Current Zoning of Land Addressed at 640 & 650 S. Glenwood Street to Planned Unit Development – Neighborhood Medium Density-2 (P17-201) (Presented for 1ST reading, Tyler Sinclair)

VI. ADJOURN

Please note that at any point during the meeting, the Mayor and Council may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: December 3, 2018
MEETING DATE: December 17, 2018

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne Robinson
PRESENTER: Sandy Birdyshaw

SUBJECT: Public Hearing for a new Restaurant Liquor License: Alba's Fine Foods LLC d/b/a The Phoenix and The Dragon

PURPOSE STATEMENT

The Town Council is the local licensing authority for the issuance, renewal and transfer of all liquor licenses within the Town of Jackson.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance of liquor licenses. After public comment has been heard, the Mayor must CLOSE THE PUBLIC HEARING. Then Council is able to act on the application.

BACKGROUND/ALTERNATIVES

Alba's Fine Foods LLC *dba* The Phoenix and The Dragon submitted an application for a new restaurant liquor license located at 145 North Glenwood (across from Hotel Jackson). The building is currently undergoing minor upgrades, with plans to open for business in late December 2018.

This application has been distributed to the Wyoming Liquor Division, Police Department, Town Attorney, Building and Planning Department, Fire/EMS, and the Town Clerk's office for review.

The following is an excerpt from Wyoming Statutes (W.S.) 12-4-104 (b) regarding the issuance of a liquor license:

(b) A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
- (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
- (iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

ATTACHMENTS

Restaurant liquor license application

FISCAL IMPACT

Issuance of this license would result in the collection of \$500 for prorated application fees this year and \$1500 in fees at next year's renewal.

STAFF IMPACT

Minimal.

LEGAL REVIEW

Complete.

RECOMMENDATION

Staff requests the Council to consider this application while keeping in mind the criteria listed in Wyoming Statutes (copied above) regarding issuing liquor licenses and concerns raised from staff review.

The Council has several options available to them at this meeting, which may include:

1. Approve the application with conditions:
 - 1) Prior to liquor license issuance, the applicant shall comply with all Town of Jackson Building Codes, Fire, Health & Safety Codes, and the Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.
 - 2) Prior to liquor license issuance, the applicant shall provide a copy of the food service permit and a business telephone number.
 - 3) Prior to liquor license issuance, the applicant shall have passed a dispensing room inspection conducted by the Town Clerk or Wyoming Liquor Division.
 - 4) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
2. Deny the application.
3. Postpone action to the next regular meeting.

SUGGESTED MOTION

While staff does not recommend approval or denial of the application, Council motions are generally stated in the affirmative as suggested:

I move to approve the issuance of a restaurant liquor license to Alba's Fine Foods LLC *dba* The Phoenix and The Dragon for the remaining license year ending 3/31/2019, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the licenses upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

NEW or TRANSFER LIQUOR LICENSE or PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by Town Clerk

License Fees	Annual Fee: \$	Local License #
# mths <u>4</u>	Prorated Fee: \$ <u>500.00</u>	Date filed with clerk: <u>11/19/18</u> - <u>11/20</u>
	Transfer Fee: \$	Advertising Dates: (2 Weeks) <u>11/20</u> & <u>12/5</u>
	Publishing Fee: \$ <u>100.00</u>	Hearing Date: <u>12/17/2018</u>
License Term: <u>12</u> / <u>17</u> / <u>2018</u> through <u>3</u> / <u>31</u> / <u>2019</u>		
Month Day Year	Month Day Year	

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: ALBA'S FINE FOODS LLC

Trade/Business Name (dba): THE PHOENIX AND THE DRAGON

Building to be licensed/Building Address: 145 N. GLENWOOD ST.

Number & Street City State Zip County

JACKSON WY 83001 TETON

Mailing Address: PO BOX 10533 JACKSON WY 83002

Number & Street Name or P.O. Box City State Zip

Business Telephone Number: (307) 212-1245 Fax Number: ()

E-Mail Address: ALBAFINEFOODS@GMAIL.COM

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

RESTAURANT/LOT 8 BLK. 6 ORIGINAL TOWNSITE OF JACKSON (PLAT 100) ZONED

Urban
Commercial
(uc)

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
☒ NEW LICENSE	☒ CITY OF: JACKSON	☐ INDIVIDUAL
☐ TRANSFER OF LOCATION	☐ COUNTY OF: _____	☐ PARTNERSHIP
☐ TRANSFER OWNERSHIP	☐ ASSIGNMENT LETTER ATTACHED	☐ LP/LLP
FORMERLY HELD BY: _____		☒ LLC
		☐ CORPORATION
		☐ LTD PARTNERSHIP
		☐ ORGANIZATION
		☐ OTHER _____
TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)		
RETAIL LIQUOR LICENSE:	☒ RESTAURANT LIQUOR LICENSE	☐ MICROBREWERY
☐ ON-PREMISE ONLY (BAR)	☐ RESORT LIQUOR LICENSE	☐ WINERY
☐ OFF-PREMISE ONLY (PACKAGE STORE)	☐ BAR AND GRILL	☐ DISTILLERY SATELLITE
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	LIMITED RETAIL (CLUB):	☐ WINERY SATELLITE
	☐ VETERANS CLUB	☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
	☐ FRATERNAL CLUB	SPECIAL DESIGNATIONS:
	☐ GOLF CLUB	☐ CONVENTION FACILITY
	☐ SOCIAL CLUB	☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
		☐ GOLF CLUB
		☐ GUEST RANCH
		☐ RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

☒ FULL TIME (e.g. Jan through Dec) ☐ SEASONAL / PART-TIME ☐ NON-OPERATIONAL / PARKED

If not full time, specify: YEAR ROUND Days of Week (e.g. Mon through Saturday) Hours of Operation (e.g. 10am to 2am)

Months of Operation from 11 to 12 from TUES to SAT from 11 AM to 10 PM

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) OWN the licensed building?

☐ YES (own)

(2) LEASE the licensed building? (Lease must be through the term of the liquor license)

☒ YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) Lease expiration date 4/29/22, located on page 1 paragraph 7 of lease.

(B) Where the Sales provision for alcoholic or malt beverages is located, on page 1 paragraph 10 of lease.

(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:
-
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b) ☐ YES ☒ NO

If "YES", explain: _____

5. If applicant is filing as an **Individual, Partnership or Club**: W.S. 12-4-102 (a) (ii) & (iii)

List each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?		Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
				YES ☐	NO ☐	YES ☐	NO ☐	YES ☐	NO ☐
				YES ☐	NO ☐	YES ☐	NO ☐	YES ☐	NO ☐
				YES ☐	NO ☐	YES ☐	NO ☐	YES ☐	NO ☐
				YES ☐	NO ☐	YES ☐	NO ☐	YES ☐	NO ☐
				YES ☐	NO ☐	YES ☐	NO ☐	YES ☐	NO ☐
				YES ☐	NO ☐	YES ☐	NO ☐	YES ☐	NO ☐
				YES ☐	NO ☐	YES ☐	NO ☐	YES ☐	NO ☐
				YES ☐	NO ☐	YES ☐	NO ☐	YES ☐	NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a **Corporation, Limited Liability Company, Limited Liability Partnership, or Limited Partnership**: W.S. 12-4-102 (a) (iv) & (v)

List each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						YES ☐	NO ☐	YES ☐	NO ☐
ERIC SAKAI				1	50%	YES ☐	NO ☒	YES ☐	NO ☒
ZARINA MARGARITA SAKAI				1	50%	YES ☐	NO ☒	YES ☐	NO ☒
						YES ☐	NO ☐	YES ☐	NO ☐
						YES ☐	NO ☐	YES ☐	NO ☐
						YES ☐	NO ☐	YES ☐	NO ☐
						YES ☐	NO ☐	YES ☐	NO ☐
						YES ☐	NO ☐	YES ☐	NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

☐ YES ☐ NO**8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): Dispensing area is located on the NWcorner of the main dining room. It is approximately 5.2 ft x 9.5 ft.

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)

☐ YES ☒ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)

☒ YES ☐ NO*Forthcoming -
Working with
Health Dept
SB***9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?

W.S. 12-4-401(b)(i)

☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?

W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)?

W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division)☐ YES ☐ NO(c) Do you distribute your products through an existing malt beverage wholesaler?
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)☐ YES ☐ NO**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)

☐ YES ☐ NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS** W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- ☐ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- ☐ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii) / W.S. 12-4-403(b) / W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)

STATE OF WYOMING)
COUNTY OF Teton) ss.

Signed and sworn to before me on this 19 day of November, 2018 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>Zarina Sakai</u> (Printed Name)	<u>Managing Member</u> Title
2) <u>[Signature]</u> (Signature)	<u>ERIC SAKAI</u> (Printed Name)	<u>Managing Member</u> Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

Cynthia A. Riedel
Signature of Notary Public

(SEAL)

My commission expires: May 30, 2022 2022



11-15-2018

JACKSON WEST
50 B UFFALO WAY
JACKSON, WY 83001

ALBA'S FINE FOODS LLC
DBA THE PHOENIX AND THE DRAGON
1155 S HWY 89 PO BOX 10533
JACKSON, WY 83002

Dear Wyoming Department of Revenue Liquor Division :

This letter is verification that the Customer named above has the following deposit accounts with Wells Fargo.

Account Number	Date Opened	Current Balance*
XXXXXXXXXX [REDACTED]	12/22/2017	[REDACTED]

The Balance is the opening available balance as of the date of this letter but such balance does not include any uncollected items and/or amounts that have not yet been posted to such account as of the date hereof. The foregoing is not, and should not at any time or in any way be construed as a guaranty of future account balances.

This letter is strictly confidential and the information herein is solely for Customer's lawful use. This letter is given in good faith, without legal liability. Wells Fargo does not represent and warrant that this information is complete or accurate and any errors or omissions in the information shall not be a basis for a claim against Wells Fargo. Wells Fargo does not undertake or accept any duty, responsibility, liability or obligation that may arise from providing this letter and/or for any reliance being placed upon information in this letter or for any loss or damage that may result from reliance being placed upon it. Wells Fargo does not assume any duty or obligation to you or any other person or entity by providing this information and this information is subject to change without notice to you. Wells Fargo does not undertake any duty to update you in the event any deposit account relationship referenced above is, or is the process of being, modified, terminated or cancelled. By requesting and utilizing this information, you agree to indemnify, defend, and hold Wells Fargo harmless from and against any claim resulting from the disclosure and use of the information by you, or from the breach by you of any agreement, representation or warranty herein.

If you have any questions, please contact me at: 307-739-3866.

A representative will be happy to assist you, as follows:

Monday – Thursday: 9:00 AM - 5:00 PM Mountain

Friday: 9:00 AM - 5:00 PM Mountain

Saturday: 9:00 AM - 1:00 PM Mountain

Thank you. We appreciate your business.

Sincerely,

Travis Gros
Personal Banker 2 / Officer

Together we'll go far



Plan of Operations

The Phoenix and the Dragon has a dispensing area wherein alcoholic beverages will be prepared and open containers of alcoholic beverages will be stored. The dispensing area is located at the north west corner of the main dining room. When you first enter the front door, it is located at the upper right corner of the main dining room. The area is approximately 64" (or 5.2 feet) by 115" (or 9.5 feet).

The northeast corner of the dispensing area is a walled corner. The southeast corner of the dispensing area is distinguished by a pony wall with an attached post to the ceiling. The southwest corner of the dispensing area is distinguished by a pony wall with an attached post to the ceiling. The northwest corner of the dispensing area is distinguished by a pony wall with an attached post to the ceiling.

A customer can order their food and beverages by coming up to the ordering counter. They will place and pay for their order with a staff member and they will be given a table number. The customer can choose to sit at the lunch counter or any available table. A staff member will deliver their order to the customer when it is ready.

Sandy Birdyshaw

From: Sara Budge <sara.budge@wyo.gov>
Sent: Tuesday, November 20, 2018 12:38 PM
To: Sandy Birdyshaw
Cc: Anna Day
Subject: Phoenix and the Dragon

Hi Sandy,
Phoenix and the Dragon is currently working with Teton County Environmental Health for approval of a Food Service Permit at 145 N. Glenwood.
Thank you

--

Sara Budge, REHS
Environmental Health Supervisor
307-732-8490



E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

GF gluten free
V vegetarian
DF dairy free

dinner

PUPUS & SALADS

- GF, DF chicharrones w/ sichuan pepper, coconut sugar & spices 6
GF, DF miso soup w/ charred tofu, seaweed & scallions 7
GF, V, DF vegetable & rice vermicelli summer rolls w/ pineapple nước chấm 8
V, DF mushroom, black truffle & cabbage lumpia 12
GF, DF sticky glazed chicken wings w/ thai basil, cilantro & peanuts 13
GF, DF chicken, foie gras & vegetable spring rolls 14
GF, V, DF charred avocado, jicama & asian pear salad w/ tamarind dressing 14
GF, DF spicy sichuan beef dumplings w/ black vinegar & sesame sauce 15
GF, V, DF PD miso caesar salad w/ puffed rice 12
GF, DF bánh xèo {saigon style crêpe w/ pork belly, shrimp, lettuces, bean sprouts & herbs} 15

BOWLS FARM EGG* +1

- GF, DF spicy tofu penang curry & rice {coconut, chili, kaffir lime, lemongrass & galangal} 17
GF, DF phở bò {beef broth, brisket, rice noodles, bean sprouts, herbs, lime & jalapeno} 19
DF PD ramen {roasted pork belly, mushrooms, bamboo shoots, scallions & seaweed} 18

PLATES FARM EGG* +1

- GF, DF fried rice of the day a.q.
DF #3: house pan fried noodles {chicken, veggies, black bean, cilantro & dried pork} 17
GF, DF grandma's misoyaki fish w/ okinawan sweet potato mash & vegetable nimono 22
GF, DF kal bi beef {korean marinated beef shortribs w/ steamed rice & banchan} 24

SIDES EACH 6

- GF, V, DF seasonal greens w/ ginger & scallions
GF, V, DF okinawan sweet potato mash w/ coconut milk
GF, V, DF steamed jasmine rice

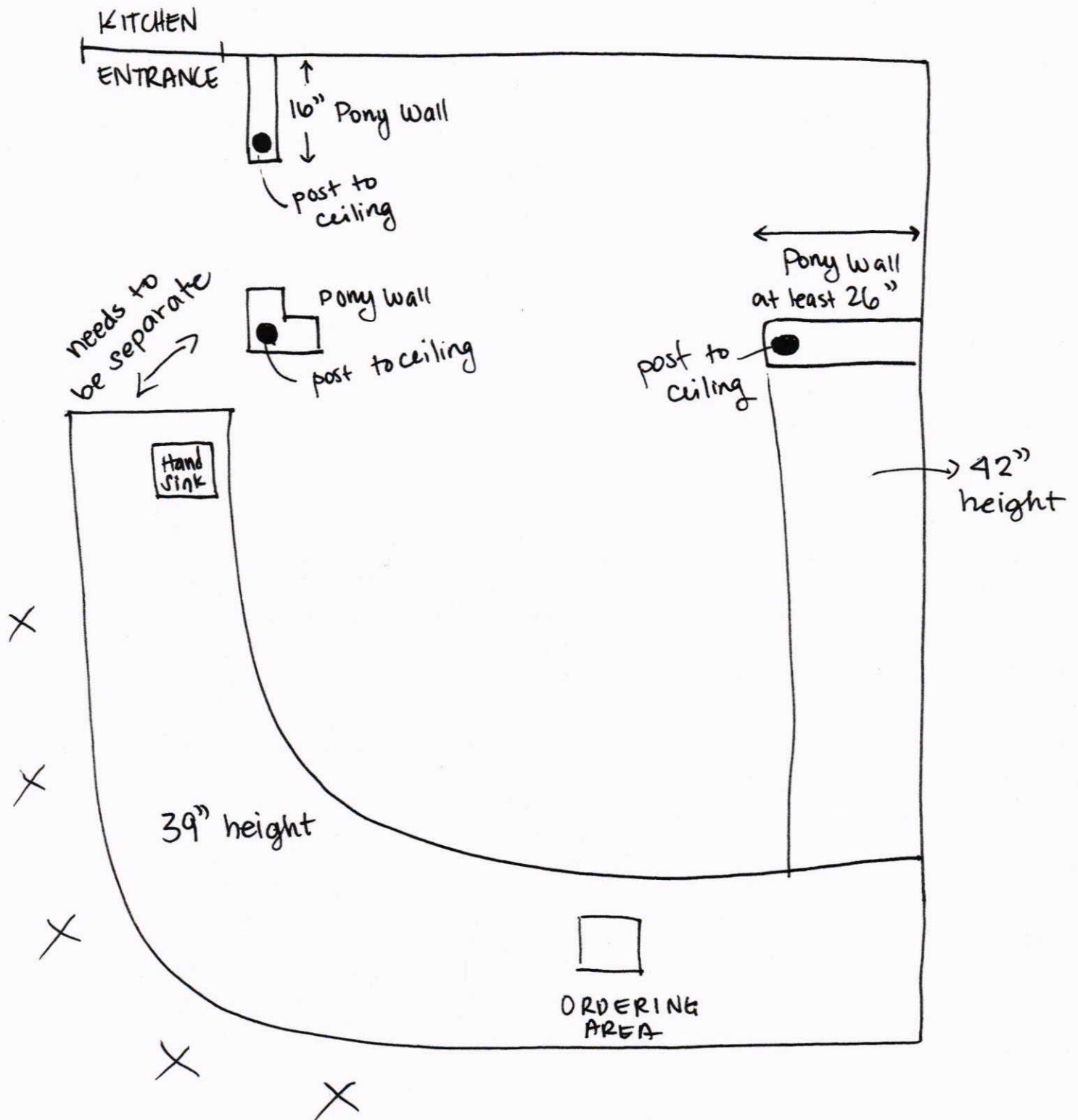
DESSERT

GF, V, DF PD vanilla soft serve topped with:

- GF, V, DF olive oil + sea salt
GF, V, DF matcha green tea
GF, V chocolate sauce
GF, V chocolate, olive oil + sea salt
GF, V oolong tea caramel + sea salt

there is a theory that eating raw or undercooked foods can increase your chances of foodborne illness

{ This drawing is not to scale. }



COMMERCIAL LEASE AGREEMENT

145 N. Glenwood St., Jackson Hole, Wyoming

STAGE STOP, INC./ALBA'S FINE FOODS LLC

Prepared by:
Peter F. Moyer, Esq.
P.O. Box 3682
Jackson, Wyoming 83001

COMMERCIAL LEASE AGREEMENT
(145 N. Glenwood, Jackson Hole, Wyoming)

This AGREEMENT is duly entered into between the undersigned Lessor and the undersigned Lessee effective as of November 1, 2018.

WITNESSETH:

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

ARTICLE I. THE LEASE

BASIC TERMS:

These are the basic terms for this Lease:

Premises:

The space located at 145 N. Glenwood, Jackson, Wyoming described on the attached description: Approximately 2,000 square feet, plus one parking space designated by Lessor.

Base Rent:

██████ per month during the lease term, payable on the first day of each month in advance beginning December 1, 2018 adjusted by Lessor annually in advance, subject to annual increases as set forth herein. No base rent is due for November, and December rent will be deferred and paid in equal portions in addition to normal base rent for May, June, July and August of 2019.

Deposit Amount:

██████ paid to Lessor concurrently herewith. This security deposit may not be applied by Lessee to rent.

Basic Lease Term:

Commencing November 1, 2018 through April 29, 2022.

Renewal Term:

Lessee may renew the lease term for one 5 year period on the terms set forth herein.

Costs:

This is a "net net net" lease -- the Lessee pays for interior maintenance, telephone, utilities, fire and casualty insurance associated with restaurant use, and for a share of exterior maintenance, real estate taxes, building liability and casualty insurance, and other costs noted herein. The percentage for said share is 90% of the total costs for the building and land.

Permitted Uses:

Operation of a Phoenix & Dragon food restaurant business. The permitted usage by Lessee includes serving alcoholic beverages to Lessee's customers, with Lessee fully responsible for all related permitting and all related liability.

Improvements:

Lessee's attached equipment, improvements and installations are to become the property of the Lessor. The movable and trade fixtures shall

remain the property of Lessee upon termination of this lease, subject to Lessor's lien for payments due hereunder.

1.1 **LEASE OF PREMISES.** Lessor hereby agrees to lease the Premises to Lessee for the Term referred to below, on the terms set forth in this Agreement, and Lessee agrees to said Lease. The Lessee accepts the Premises in "as is" condition.

1.2 **DEPOSIT.** Lessee is depositing the Deposit Amount with Lessor.

1.3 **LEASE TERM; RENEWAL.** The Lease Term (the "Term") shall be the Basic Lease Term noted above and any Renewal Term. The Lessee may renew this Lease for one 5 year Renewal Term at the end of the initial lease term, provided that (i) the base rent for the Renewal Term must be the greater of the base rent noted in 1.4 below or a fair market rental rate specified in writing by Lessor to Lessee at least 120 days prior to the end of the Basic Lease Term; and (ii) the Lessee must give written notice of its irrevocable election to renew not less than 90 days before the end of the lease term then in effect. Any applicable renewal period shall be treated as part of the Term.

1.4 **RENT.** Lessee shall pay to Lessor the Base Rent noted herein, payable monthly in advance on the applicable date noted above and on the same day of each month thereafter in advance during the Term, with such base rent increased prospectively by Lessor at the end of each twelve-month period for CPI Index changes, or 3% of the then current rent, if greater. The term "CPI Index" shall mean that certain Wyoming cost of living index Annual Inflation Rates for the Northwest Region as published by the State of Wyoming Department of Administration and Division of Economic Analysis for twelve (12) months ending on the last day of the lease year. If Lessee holds over after this lease expires or is terminated by Lessor, then rent will be paid at double the base rent per diem rate during the holding over period (this sentence does not create any right to hold over).

1.5. **USE OF PREMISES.** The Premises may be used only for the Permitted Uses noted above. The Premises shall not be used in any matter which would cause any public or private nuisance or violate any legal requirements applicable to the Premises. Access to the Premises will be subject to reasonable restrictions imposed by Lessor from time to time. The Lessee must obtain its own Town of Jackson and other permits for its operations and any improvements (including signage), at Lessee's expense, and Lessee will be responsible for all Town requirements for its operations.

No alteration or improvement to the Premises or signage shall be made by Lessee without the express written consent of Lessor. All exterior signage will be designed and installed by Lessee at its expense. Any alteration or improvement made by Lessee and any fixtures installed as a part thereof, shall become the property of Lessor upon the expiration or sooner termination of this lease; provided, however, that (i) Lessor shall have the right to require Lessee to remove such fixtures upon the termination of this lease and restore the Premises at the expense of Lessee and (ii) Lessee shall have the right to remove only those movable trade fixtures outlined by the attached schedule if Lessor does not purchase such movable fixtures for the predetermined

depreciated price, and if Lessee is not in default, and the Premises are not damaged by such removal. Lessee would have to restore the Premises with regard to the removal of the trade fixtures set forth in the schedule, upon termination of this lease, so long as Lessee is not in default with respect to such removal.

1.6. **ASSIGNMENT.** Lessee may not sell, assign, mortgage, sublease, pledge or otherwise transfer or encumber all or any part of Lessee's interest in the Premises and this Agreement at any time without the express written consent of Lessor. If Lessee is a business entity, then a transfer of a controlling interest in Lessee will be treated as an assignment of the Agreement which requires Lessor's consent.

1.7. **TAXES AND ASSESSMENTS.** Lessee shall be responsible for all personal property taxes relating to property in the Premises. Lessee will also pay its share of the real estate taxes on the Premises as noted below.

1.8. **LIENS.** Lessee shall not suffer or permit to be enforced against the Premises any materialmen's, contractor's or sub-contractor's lien arising from any work done by or on behalf of Lessee. Notwithstanding the foregoing, Lessee may in good faith and at Lessee's own expense contest the validity of any such asserted lien, claim or demand in a prompt and reasonable manner. Lessee shall defend and indemnify Lessor against all liability and loss of any type arising out of work performed on the Premises, together with reasonable attorney's fees and all costs and expenses incurred by Lessor in defending against any such liens. If foreclosure is commenced, Lessor may pay the indebtedness secured by any such liens and be entitled to reimbursement.

1.9. **UTILITIES, COMMON EXPENSES, ETC.** Lessee shall pay for all utilities, telephone costs, cleaning and maintenance costs for the Premises. This is a "net net net" lease. Lessee shall be responsible to pay Lessor periodically, within 10 days of request (based upon allocations and prorations determined by Lessor in good faith), its percentage share (as noted above) of all real estate taxes on the land and building, sewer and water, heat, light, power, security, exterior building maintenance, casualty and liability insurance, trash collection and snow removal services for the land and building of which the Premises are a part, throughout the Term. Interior utilities may be done by separate metering. Lessee will be responsible for shoveling Lessee's own walkways.

1.10. **INSURANCE.** Lessee will reimburse Lessor for its share of casualty and liability insurance costs for the Premises (which may include loss of rent coverage), as noted above. Lessee shall maintain in effect and pay the premiums for (a) insurance covering the Lessee's contents within the Premises and (b) insurance against liability for injury or damage to persons or property or the loss of life or property occurring in the Premises in an amount not less than \$2 million in respect to bodily injury or death to any one person, and not less than \$500,000 in respect to any one occurrence, and not less than \$500,000 for property damage. Lessor shall be named as a co-insured under said liability insurance policy of Lessee. Lessee will provide Lessor with a certificate of insurance within 10 days after a request by Lessor.

1.11 **REPAIR AND MAINTENANCE.** Lessee shall, at Lessee's sole expense (a) keep the Premises (including all improvements now or hereafter placed thereon) in as good order and repair as now existing or as subsequently improved, ordinary wear and tear excepted and (b) maintain in good working order and repair all glass, plumbing, electricity, heating equipment and other similar equipment and fixtures in the Premises. Lessor grants Lessee permission to access the roof to repair the hood, clean the hood of grease, etc., and Lessee will be responsible for the cost of any roof leaks or repairs. Lessee will not be responsible for casualty losses covered by the insurance noted above, except for relatively minor damage such as broken windows and damage to the Premises themselves covered by Lessee's own insurance. In the case of damage by fire or other casualty to the Premises, if the damage is so extensive as to amount practically to the total destruction of the Premises, this lease shall cease, and the rent shall be apportioned to the time of the damage. In all other cases where the Premises (not including leasehold improvements and Lessee's property, which will be Lessee's responsibility) are damaged by fire or other casualty, Lessor shall repair the damage with reasonable dispatch, with a fair and reasonable apportionment of rent if appropriate, not to exceed four month's rent during the lease term. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond Lessor's control.

Subject to force majeure, Lessor is responsible for the building floors, ceilings, walls and other structural elements of said Premises.

1.12. **LESSOR'S RIGHT OF ACCESS.** Lessor and Lessor's representatives may enter the Premises at any reasonable time for the purpose of inspecting or showing the Premises, or performing work. A key to the Premises must be on deposit with Lessor.

1.13 **INDEMNITY.** Lessee shall indemnify and hold harmless Lessor and all agents, employees and affiliates of Lessor, against any and all uninsured liabilities and expenses (including reasonable legal fees) directly or indirectly arising from any actual or claimed loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any other person or entity at any time using or occupying or visiting the Premises. No termination or expiration of the lease term shall affect any indemnities or other obligations of Lessee hereunder, which are incurred during the Term or after default.

1.14 **DEFAULT.** If Lessee shall default in performing any of its agreements hereunder or under the separate promissory note, and such default shall continue for a period fifteen (15) days after written notice thereof is sent or delivered to Lessee, or if any bankruptcy, insolvency, reorganization or other similar proceedings are initiated by or against Lessee or the property of Lessee, then in any such instance Lessor may terminate this lease. The failure of Lessor to take action relating to any default on the part of Lessee shall not be construed as a waiver of said default or any subsequent default. Lessee shall have no rights of set-off or counterclaim or other similar rights hereunder. All remedies which Lessor may have in the case of default by Lessee shall be cumulative and not in the alternative, and Lessor shall be entitled to all additional rights provided at law or equity without any requirement of election of remedies, including without limitation a landlord's lien on personal property in the Premises, if there is a default. Lessor shall be entitled to reimbursement from Lessee of any and all reasonable

attorneys fees and collection costs incurred by Lessor in connection with any default of Lessee hereunder, payable on demand. Lessor shall be entitled to a late charge of ten percent (10%) of any rent or other amount not received by Lessor within 10 days after the applicable due date, together with interest at the rate of twelve percent (12%) per annum on any amount not received within 10 days of the applicable due date (from such tenth day until the date of payment of the overdue amount), all payable to Lessor by Lessee on demand.

1.15 **RIGHT TO PERFORM**. If Lessee shall fail to perform any obligation on Lessee's part to be performed under this Lease, Lessor may do so on behalf of and at the cost and expense of Lessee. In that case, interest at a rate equal to twelve percent per annum and reasonable attorney's fees may be collected from Lessee by Lessor on demand.

1.16 **DEPOSIT**. Lessee is depositing with Lessor the Deposit Amount as a security and cleaning deposit for the full and faithful performance by Lessee of all of the terms of this Lease required to be performed by Lessee. Said sum (if any) shall be returned to Lessee within 30 days after the expiration of the Term, after inspection and receipt of bills (such as utility and cleaning bills) provided that the Lessee is not in default at such time, all subject to appropriate setoffs by Lessor.

ARTICLE II. **MISCELLANEOUS**.

2.1 **NOTICES**. All notices hereunder shall be in writing and shall be delivered or mailed (effective when mailed) postage prepaid, to the following address:

if to Lessor:

Stage Stop, Inc.
P.O. Box 1677
Jackson, Wyoming 83001

if to Lessee, at the address specified on the signature page hereof, or at such other place or places as may be designated by a party to the other party in writing from time to time.

2.2 **BINDING EFFECT**. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors, representatives and assigns.

2.3 **ENTIRE AGREEMENT**. All representations made by the parties in negotiations of this Agreement have been incorporated herein, there are no verbal agreements between the parties or implied duties to modify the terms and conditions hereof, and any further modification of this Agreement must be in writing and signed on behalf of Lessee and Lessor. There are no implied duties of Lessor with respect to the subject matter of this Lease.

2.4 **RELATIONSHIP**. Nothing in this Agreement shall be deemed or construed to constitute or create between the parties hereto a partnership or joint venture, provided that the

obligations of each Lessee and guarantor hereunder (if more than one) shall be joint and several, and either Lessee (if more than one) may act as agent of the other Lessee hereunder.

2.5 **VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. The sole venue for any action brought hereunder shall be in the District Court of Teton County, Ninth Judicial District, or the Justice Court for Teton County, provided that this paragraph shall not in any way limit any proceedings taken to enforce a judgment.

2.6 **DUE AUTHORIZATION.** Lessee represents and warrants to Lessor that this Agreement is a legal, valid and binding agreement of Lessee enforceable in accordance with its terms, which has been duly authorized, executed and delivered by Lessee in full compliance with all governmental statutes, laws, rules and regulations and all instruments and agreements applicable to Lessee or Lessee's assets, and Lessee has been duly organized and is in good standing with full power and authority to conduct business in the State of Wyoming.

IN WITNESS WHEREOF, this Commercial Lease Agreement has been duly executed and delivered by the parties.

LESSOR:

Stage Stop, Inc.,
A Wyoming corporation

By: 

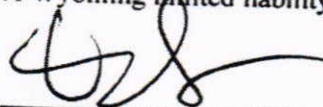
Sadek Darwiche, President

Address: P.O. Box 1677
Jackson, Wyoming 83001

LESSEE:

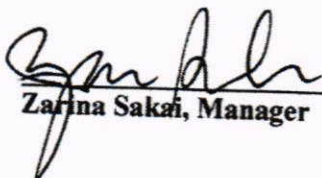
Alba's Fine Foods LLC,
A Wyoming limited liability company

By:



Eric Sakai, Manager

By:



Zarina Sakai, Manager

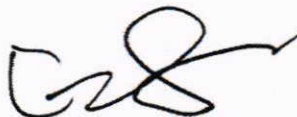
Address:

P.O. Box 10533
Jackson, Wyoming 83001

* * *

GUARANTEE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned each, jointly and severally, absolutely and unconditionally guarantee with the Lessee, the performance of all of Lessee's obligations and full and timely payment of all rent and other amounts due at any time by Lessee under this Commercial Lease Agreement. This guarantee will remain in full force and effect notwithstanding any amendment or modification or renewal of the lease, and no consent of the undersigned will be required for such action. The undersigned constitute the owners and managers of the Lessee.



Eric Sakai



Zarina Sakai



Michael Goralski

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application
Provide for each person who
signed the application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: ERIC KEN HA-FEI SAKAI
First Name Full Middle Name Last Name

[REDACTED]
Date of Birth Social Security Number Driver License: State / Number

☒ Male or Female
Circle one

Nov 19, 2018
Date Signed

[Signature]
Applicant Signature

State of Wyoming)
County of Teton) ss

Subscribed and sworn to before me this 19th day of November, 2018. cm



Cynthia A. Riedel
Notary Public or officer authorized to administer oaths

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

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Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: ZARINA MARGARITA REYES LOPEZ SAKAI
First Name Full Middle Name Last Name

[REDACTED]

Date of Birth

Social Security Number

Driver License: State / Number

Male or Female
Circle one Female

19/November/2018
Date Signed

[Signature]
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 19th day of November, 2018.

(SEAL)



Cynthia A. Riedel
Notary Public or officer authorized to administer oaths

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

2020 Carey Avenue, Cheyenne, WY 82002-0020

Phone 307-777-7311 · Fax 307-777-5339

Website: <http://soswy.state.wy.us> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **Alba's Fine Foods LLC**

Filing ID **2017-000776992**

Type **Limited Liability Company**

Status

Active

General Information

Old Name

Fictitious Name

Sub Type

Formed in **Wyoming**

Term of Duration **Perpetual**

Sub Status

Standing - Tax

Standing - RA

Standing - Other

Filing Date

Delayed Effective Date

Inactive Date

Current

Good

Good

Good

11/20/18
11/18/2017 10:31 AM

Principal Address

1155 US-89 (Inside Whole Grocer)
Jackson, WY 83001

Mailing Address

PO Box 10533
Jackson, WY 83002

Registered Agent Address

Eric Sakai
3325 CR 110
PO Box 10533
Etna, WY 83118

Parties

Type	Name / Organization / Address
Organizer	Eric Sakai PO Box 10533, Jackson, WY 83002
Organizer	Zarina Sakai PO Box 10533, Jackson, WY 83002

Notes

Date	Recorded By	Note
------	-------------	------



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: December 3, 2018
MEETING DATE: December 17, 2018

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne Robinson
PRESENTER: Sandy Birdyshaw

SUBJECT: Public Hearing to Transfer a Restaurant Liquor License: *from Two 45 LLC to Everest Momo Shack LLC*

PURPOSE STATEMENT

The Town Council is the local licensing authority for the issuance, renewal and transfer of all liquor licenses within the Town of Jackson.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance of liquor licenses. After public comment has been heard, the Mayor must CLOSE THE PUBLIC HEARING. Then Council is able to act on the application.

BACKGROUND/ALTERNATIVES

Everest Momo Shack LLC *dba* Everest Momo Shack submitted an application to transfer the restaurant liquor license currently held by Two 45 LLC *dba* Bon Appe Thai, located at 245 West Pearl Avenue. Two 45 LLC provided the required assignment letter consenting to the transfer.

Everest Momo Shack's plan of operations includes alcohol service to seated customers both inside the restaurant and in the adjacent and enclosed outdoor dining area.

This application has been distributed to the Wyoming Liquor Division, Police Department, Town Attorney, Building and Planning Department, Fire/EMS, and the Town Clerk's office for review.

The following is an excerpt from Wyoming Statutes (W.S.) 12-4-104 (b) regarding the issuance of a liquor license:

(b) A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
- (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
- (iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

ATTACHMENTS

Restaurant liquor license transfer application

FISCAL IMPACT

Approval of this license would result in the collection of a \$100 transfer fee and \$1500 in renewal fees for next year's license.

STAFF IMPACT

Minimal.

LEGAL REVIEW

Complete.

RECOMMENDATION

Staff requests the Council to consider this application while keeping in mind the criteria listed in Wyoming Statutes (copied above) regarding issuing liquor licenses and concerns raised from staff review.

The Council has several options available to them at this meeting, which may include:

1. Approve the application with conditions:
 - 1) Prior to liquor license issuance, the applicant shall comply with all Town of Jackson Building Codes, Fire, Health & Safety Codes, and the Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.
 - 2) Prior to liquor license issuance, the applicant shall provide a copy of the food service permit.
 - 3) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
2. Deny the application.
3. Postpone action to the next regular meeting.

SUGGESTED MOTION

While staff does not recommend approval or denial of the application, Council motions are generally stated in the affirmative as suggested:

I move to approve the restaurant liquor license transfer from Two 45 LLC to Everest Momo Shack LLC for the remaining license year ending 3/31/2019, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

NEW or TRANSFER LIQUOR LICENSE or PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:			
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Chief:		/	/

To be completed by Town Clerk

License Fees	Annual Fee: \$	Local License #	
# mths	Prorated Fee: \$	Date filed with clerk:	11/26/18
	Transfer Fee: \$ 100	Advertising Dates: (2 Weeks)	12/5 & 12/12
	Publishing Fee: \$ 100	Hearing Date:	12 / 17 / 2018
License Term:	12 / 17 / 2018 through 3 / 31 / 2019		
	Month Day Year	Month Day Year	

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: Everest Momo Shack LLC

Trade/Business Name (dba): Everest Momo Shack

Building to be licensed/Building Address: 245 W Pearl Ave
Number & Street
Jackson WY 83001 Teton
City State Zip County

Mailing Address: P.O. Box 4364
Number & Street Name or P.O. Box City State Zip

Business Telephone Number: (307) 734-0245 Fax Number: ()

E-Mail Address: Sarge_aht@yahoo.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
Described as lot 10, block 3, West Addition to the Town of Jackson
zoned Commercial Downtown CORE (D.C.)

FILING FOR ☐ NEW LICENSE ☐ TRANSFER OF LOCATION ☒ TRANSFER OWNERSHIP FORMERLY HELD BY: <u>Two 45 LLC, DBA Bon Appétit</u>	FILING IN (CHOOSE ONLY ONE) ☒ CITY OF: JACKSON ☐ COUNTY OF: _____	FILING AS (CHOOSE ONLY ONE) ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LP/LLP ☒ LLC ☐ CORPORATION ☐ LTD PARTNERSHIP ☐ ORGANIZATION ☐ OTHER _____
TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)		
RETAIL LIQUOR LICENSE: ☐ ON-PREMISE ONLY (BAR) ☐ OFF-PREMISE ONLY (PACKAGE STORE) ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	☒ RESTAURANT LIQUOR LICENSE ☐ RESORT LIQUOR LICENSE ☐ BAR AND GRILL LIMITED RETAIL (CLUB): ☐ VETERANS CLUB ☐ FRATERNAL CLUB ☐ GOLF CLUB ☐ SOCIAL CLUB	☐ MICROBREWERY ☐ WINERY ☐ DISTILLERY SATELLITE ☐ WINERY SATELLITE ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT SPECIAL DESIGNATIONS: ☐ CONVENTION FACILITY ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM ☐ GOLF CLUB ☐ GUEST RANCH ☐ RESORT
To Assist the Liquor Division with scheduling inspections: WHEN DO YOU OPERATE? ☒ FULL TIME (e.g. Jan through Dec) ☐ SEASONAL / PART-TIME ☐ NON-OPERATIONAL / PARKED If not full time, specify: Months of Operation from _____ to _____ Days of Week (e.g. Mon through Saturday) from _____ to _____ Hours of Operation (e.g. 10am to 2am) from _____ to _____		

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6**1. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii)

- (1) **OWN** the licensed building? ☐ YES (own)
- (2) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

If Yes, please submit a copy of the lease and indicate:

- (A) Lease expiration date Dec 13, 2023, located on page 52 paragraph 8 of lease.
- (B) Where the Sales provision for alcoholic or malt beverages is located, on page 25 paragraph 8 of lease.
 (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:
-
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b) ☐ YES ☒ NO
- If "YES", explain: _____

5. If applicant is filing as an **Individual, Partnership or Club**: W.S. 12-4-102 (a) (ii) & (iii)

List each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a **Corporation, Limited Liability Company, Limited Liability Partnership, or Limited Partnership**: W.S. 12-4-102 (a) (iv) & (v)

List each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Songe Sherpa				7	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

☒ YES ☐ NO*see Email From Sara Budge***8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): *see attached Drawing**8' X 8' ROOM IN SE CORNER OF BLDG*

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)

☒ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)

☒ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?

W.S. 12-4-401(b)(i)

☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?

W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)?

W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division)☐ YES ☐ NO(c) Do you distribute your products through an existing malt beverage wholesaler?
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)☐ YES ☐ NO**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

Assignment Agreement

This assignment agreement (this "Assignment Agreement") is entered into as of this 19 Day of November 2018, by and between Two 45, LLC, a Wyoming Limited Liability company (the "Assignor"), and Everest Momo Shack LLC, a Wyoming Limited Liability company (the "Assignee").

WHEREAS, the Assignor wishes to transfer and assign to the Assignee all of the Assignor's rights and interests in and to, and obligations under, the Town of Jackson Wyoming Restaurant Liquor License, Local License Number 227 and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignment and Assumption. The Assignor hereby transfers and assigns to the Assignee, and the Assignee hereby acquires from the Assignor all of the Assignor's rights, and interests in the Town of Jackson Wyoming Restaurant Liquor License, Local License Number 227 of whatever kind or nature, and the Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Assignor under the Town of Jackson Wyoming Restaurant Liquor License, Local License Number 227, of whatever kind or nature.

2. Effectiveness. This Assignment Agreement shall be effective as December 14, 2018, when the sale from Assignor to Assignee shall be fully consummated.

3. Governing Law; Binding Effect. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming applicable to contracts made and performed in such state without giving effect to the choice of law principles of such state that would require or permit the application of the laws of another jurisdiction.

4. Counterparts. This Assignment Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

Assignor

Two 45, LLC, a Wyoming Limited
Liability Company

Signed: 

Printed

Name:

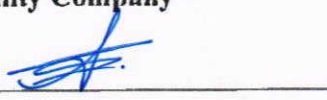
CHONTHICHAR PHONGTHIPUKON

Date:

11/19/18

Assignee:

Everest Momo Shack LLC, a Wyoming
Limited Liability Company

Signed: 

Printed

Name:

Sange D Shamba

Date:

11/19/18



wellsfargo.com

10/19/2018

Jackson Town Square
112 N Center St
Jackson, WY 83001

SANGE SHERPA
RITA SHERPA
PO BOX 4364, JACKSON, WY 83001

Dear MR. AND MRS. SHERPA:

This letter is verification that the Customer named above has the following deposit accounts with Wells Fargo.

Account Number	Date Opened	Current Balance*
personal	11/23/2005	IN GOOD STANDING
other business	03/09/2015	IN GOOD STANDING
Everest Momo Shack LLC	06/27/2012	IN GOOD STANDING
Everest Momo Shack LLC	06/27/2012	IN GOOD STANDING
other business	06/22/2007	IN GOOD STANDING

*The Balance is the opening available balance as of the date of this letter but such balance does not include any uncollected items and/or amounts that have not yet been posted to such account as of the date hereof. The foregoing is not, and should not at any time or in any way be construed as a guaranty of future account balances.

This letter is strictly confidential and the information herein is solely for Customer's lawful use. This letter is given in good faith, without legal liability. Wells Fargo does not represent and warrant that this information is complete or accurate and any errors or omissions in the information shall not be a basis for a claim against Wells Fargo. Wells Fargo does not undertake or accept any duty, responsibility, liability or obligation that may arise from providing this letter and/or for any reliance being placed upon information in this letter or for any loss or damage that may result from reliance being placed upon it. Wells Fargo does not assume any duty or obligation to you or any other person or entity by providing this information and this information is subject to change without notice to you. Wells Fargo does not undertake any duty to update you in the event any deposit account relationship referenced above is, or is the process of being, modified, terminated or cancelled. By requesting and utilizing this information, you agree to indemnify, defend, and hold Wells Fargo harmless from and against any claim resulting from the disclosure and use of the information by you, or from the breach by you of any agreement, representation or warranty herein.

If you have any questions, please contact me at: 307-739-3711.

A representative will be happy to assist you, as follows.

Monday - Thursday: 9:00 AM - 5:00 PM Mountain

Friday: 9:00 AM - 5:00 PM Mountain

Saturday: 9:00 AM - 1:00 PM Mountain

Thank you. We appreciate your business.

Sincerely,

Sarah Strong - *No longer there*
Service Manager, Jackson Town Square
Wells Fargo Bank, N.A.

* 2 accounts are in the Everest Momo Shack LLC name.

Ron Davidson - 739-3705

also a 14 yr reference as their banker

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DSG4236 (Rev 03 - 01/17)

Together we'll go far





**LEASE AGREEMENT
(Commercial)**

This Lease Agreement (the "Lease") is made and entered into this 16th day of November, 2018, by and between **MAINS LEGACY INVESTMENTS LLC**, a Wyoming limited liability company ("Landlord"), and **EVEREST MOMO SHACK, LLC** a Wyoming limited liability company ("Tenant").

The Effective Date of this Lease shall be **DECEMBER 14, 2018**, subject to the terms and conditions set forth herein ("Effective Date"); provided, however, that all obligations and liabilities hereunder shall attach to Tenant on the date that Tenant takes possession of the Leased Premises (if possession is delivered early).

WITNESSETH:

WHEREAS, a certain Lease Agreement (the "Original Lease" or "Old Lease Agreement") was entered into on June 1, 2017 by and between Landlord and Tenant's predecessor in interest, Two 45 LLC, for the lease of the premises and improvements located at **245 West Pearl Street**, Jackson, Wyoming, consisting of approximately 3,440 square feet, as more particularly described as Lot 10, Block 3, Wort Addition to the Town of Jackson (the "Leased Premises"); and

WHEREAS, the Old Lease Agreement is terminated contemporaneously with the execution of this Lease, pursuant to a Termination Agreement executed by Landlord and Two 45 LLC on November __, 2018 (attached and incorporated to this Lease as "Exhibit A"), and the all rights, liabilities and obligations with regard to the Leased Premises shall be contemporaneously transitioned from Two 45 LLC to the Tenant as set forth in the Transition Agreement (attached and incorporated to this Lease as "Exhibit B"). The Parties intend that all rights, liabilities and obligations with regard to the Leased Premises shall be transitioned from Two 45 LLC to the Tenant contemporaneously with termination of the Old Lease Agreement, such that no "gap" exists between such termination and the institution of Tenant's obligations hereunder.

WHEREAS, Landlord and Tenant desire to enter into this Lease to be effective as of the Effective Date providing for substantially the same terms, covenants and conditions as the Old Lease Agreement for the occupancy of the Leased Premises by Tenant.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings and benefits to the parties, the parties agree as follows:

1. **Expiration and Termination of Old Lease Agreement.** As of the Effective Date, the Old Lease Agreement has been terminated in accordance with its terms and is hereby replaced in its entirety with this Lease. For the avoidance of any doubt, the Old Lease Agreement shall be of no further force and effect.

2. **Lease of Leased Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Leased Premises according to the terms and conditions of this Lease.

3. **Term of Lease/Option To Renew.**

(a) *Term.* The initial term of the Lease shall be for a term of five (5) years, commencing on the Effective Date and terminating on December 13, 2023 (the "Initial Term," unless sooner terminated under the provisions of the Lease).

(b) *Option to Renew.* Tenant shall have the right to extend the term of this Lease for one (1) five-year term (the "Extension Term" and, together with the Initial Term, the "Term"). The Extension Term, if exercised, shall commence on December 1, 2023 and shall terminate on November 31, 2028. The option for the Extension Term shall be subject to the following terms and conditions: (i) Tenant shall give Landlord written notice (the "Extension Notice") of its election to extend the term of this Lease at least one hundred twenty (120) days prior to the commencement of the Extension Term, and (ii) Tenant shall not be in default in the performance of its obligations hereunder as of the time of the giving of the Extension Notice (and this condition may be waived by Landlord at its sole discretion and may not be used by Tenant as a means to negate the effectiveness of Tenant's exercise of this option). If Tenant shall fail to give such notice before the expiration of the Initial Term, then the right to extend shall terminate, and the Lease shall terminate at the end of the Initial Term of the Lease. The Base Rent during the Extension Term shall be as set forth in, and subject to, in Sections 4(d) and (e) herein.

4. **Rent and Payment.**

(a) *Base Rent.* Tenant covenants and agrees to pay Landlord annual rental of [REDACTED] in equal monthly installments of [REDACTED] and No Cents [REDACTED] (the "Base Rent"), which Base Rent is subject to adjustment as set forth herein:

(b) *Additional Rent.* Tenant shall pay Landlord as additional rent those charges in respect to Landlord's real property taxes and insurance costs as set forth in Sections 11 and 15 hereof. Any such charges and sums shall be deemed to be rent and shall be payable in the

manner provided and recoverable as rent, and Landlord shall have all rights specified in this Lease against Tenant for default in the payment thereof as in the case of arrears of rent.

(c) *CPI Adjustment.* Commencing on December 14, 2019 (the "Anniversary Date"), and on each Anniversary Date thereafter during the Term, and the Extension Term, the Base Rent shall be adjusted by the Annual Inflation Rate (as defined below) (the "Cost of Living Adjustment"), provided that such adjustment shall never result in the Base Rent being adjustment below the prior year's Base Rent. The term "Annual Inflation Rate" shall mean the Wyoming Cost of Living Index Annual Inflation Rates for the Northwest Region for the most recent prior quarter as published by the State of Wyoming Department of Administration and Division of Economic Analysis. If the Annual Inflation Rate is no longer published or is substantially changed so that in the opinion of the Landlord it does not accurately reflect the relative changes in the purchasing power of the Base Rent, the parties shall select another inflation rate index that most accurately carries out the intent hereof. Notwithstanding the foregoing, this Cost of Living Adjustment shall not be less than two percent (2.0%) in any one year.

(d) *Rent during Extension Term.* Upon Landlord's receipt of the Extension Notice of Tenant's intent to exercise its option to renew, Landlord and Tenant will immediately enter negotiations for the purpose of determining the rent for the Extension Term, which amount shall be based upon the fair market value of commercial rental amounts at such time. If the parties cannot agree on the rental amount for the Extension Term, they shall obtain an appraisal from an independent appraisal company selected by the agreement of Landlord and Tenant; provided, however, that (i) the rental amount for the Extension Term shall in no event be less than the rental amount as of 2023 and (ii) the rental amount for the first year of the Extension Term shall in no event be more twenty percent (20%) of the rental amount as of the last year of the Initial Term. The cost of such appraisal shall be split equally between Landlord and Tenant.

(e) *CPI Adjustment During Renewal Term.* Landlord and Tenant hereby agree that, commencing on December 1, 2023 and on each December 1 thereafter during the Extension Term, the rental amount shall be adjusted to reflect upward changes in the Annual Inflation Rate in accordance with Section 4(c) above.

(f) *Payments.* All payments described herein shall be tendered in lawful United States money, without any set-off or deduction whatsoever, made payable to Mains Legacy Investments LLC, and mailed to E. Douglas Mains and Mary C. Mains at P.O. 1567, Corvallis, Oregon 97339-1567, or at such other place as Landlord may designate from time to time.

(g) *December 2018 Rental Payment:* The Parties acknowledge that Two 45, LLC has paid the rental amount due for December 2018, and that it is incumbent upon Tenant and Two 45, LLC to arrange for proration of rental amounts, as set forth in Exhibit B.

5. **Sale of the Leased Premises by Landlord/Option to Purchase by Tenant.**

Landlord reserves the right to market the Leased Premises for sale during the Term of this Lease, and Tenant shall be required to reasonably accommodate the Landlord and its agents in providing access to the Leased Premises for showing to potential purchasers. In the event that Landlord sells the Leased Premises during the Term of the Lease Agreement, such sale shall be subject to this Lease Agreement unless otherwise agreed to in writing by the Parties. Landlord shall assign its rights and obligations under this Lease Agreement to a purchaser and shall be relieved of all obligations and liability after such conveyance.

Should Landlord decide to sell the Leased Premises during the Lease Term, before listing the property publicly, Landlord shall first inform Tenant of the purchase price and terms and conditions of purchase. Landlord and Tenant shall have ten (10) business days in which to enter into a Purchase and Sale Agreement ("Agreement"), and Tenant shall have thirty (30) business days after entering into such Agreement to close on the purchase should Tenant opt to do so. Failure to enter into an Agreement or to purchase the Property within the timeframe set forth herein will terminate Tenant's first option to purchase the Leased Premises, and Landlord shall then be free to offer the Leased Premises for sale on the open market. If Tenant does not purchase the Leased Property pursuant to these terms and conditions, such shall not affect the remainder of the Lease and Option to Renew.

6. **Late Rent Charges.** If the monthly rent payments are not paid within ten (10) days of the due date, a late charge of four percent (4%) of such overdue amount shall be paid by Tenant. Additionally, said overdue amount shall automatically accrue interest at an interest rate of eighteen percent (18%) from the due date, which accrual of interest shall continue until the rent payment, together with accrued interest, is paid. Such interest shall begin to accrue automatically on all delinquent rent payments (not paid within the ten (10)-day grace period) and shall be payable on demand without notice to Tenant.

7. **Security Deposit.** Upon the Effective Date, Tenant shall deposit \$1,000.00 with Landlord, which amount shall be held by Landlord as security for the full and timely performance by Tenant of the terms and conditions herein and for the payment of any final judgment that may be rendered against Tenant for a breach of those items and conditions. No interest shall be paid on the security deposit. The rights of Landlord against Tenant for a breach of this Lease shall in no way be limited or restricted by the security deposit, but Landlord shall have the absolute right to pursue any available remedy to protect its interests herein, as if the security deposit had not been made. The security deposit shall be returned to Tenant at the expiration of this Lease

provided that all the terms and conditions herein contained have been fully performed by Tenant. Should the Leased Premises be sold, Landlord shall transfer or deliver this security deposit to the purchaser of the interest, and Landlord shall then be discharged from any further liability with respect to the security deposit.

8. **Use of the Leased Premises.** The use of the Leased Premises shall be restricted to a restaurant and retails sales of merchandise. Furthermore, the Leased Premises shall be used and occupied by Tenant in a careful, safe and proper manner and Tenant shall pay on demand for any damage to the Leased Premises caused by the misuse of same by it, its agents, employees, licensees and invitees. Tenant shall use the Leased Premises only for purposes not prohibited by the laws, regulations, covenants and ordinances of the United States, the State of Wyoming, Teton County, and the Town of Jackson, and agrees to obtain and maintain all necessary licenses and permits to allow for the sale of alcoholic beverages on the Leased Premises. Landlord hereby permits the sale of alcoholic beverages on the Leased Premises so long as the Lessee obtains and maintains all necessary licenses and permits to allow for the sale of alcoholic beverages on the Leased Premises. Tenant shall not use or keep any substance or material in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Leased Premises or increase the hazard of the risk.

9. **Acceptance of Leased Premises.** Taking possession of the Leased Premises by Tenant shall be conclusive evidence as against the Tenant that such premises were in good and satisfactory condition when possession of same was taken. Tenant have inspected the Leased Premises and accept the same in "as is" condition.

10. **Subordination to Mortgage.** This Lease shall be and is hereby made subordinate to any mortgages or other security instruments that may now or hereafter encumber the Leased Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination need be required by any mortgagee or security holder. Tenant shall, at Landlord's request, promptly execute any appropriate estoppel certificate, subordination agreement or instrument that Landlord may reasonably request in this regard.

11. **Taxes and Assessments.** Tenant shall reimburse Landlord for all real estate taxes, real estate assessments, and any and all other governmental charges, assessments or taxes payable in respect to the Leased Premises or any part thereof during the Term within thirty (30) days of submission of a statement therefor, with the appropriate notices or invoices attached. Tenant shall be liable for taxes levied against its personal property, trade fixtures and other property placed by Tenant in, on or about the Leased Premises.

(a) *Property Taxes for 2018:* The Parties acknowledge that Two 45, LLC has paid the

property tax amount due for 2018, and that it is incumbent upon Tenant and Two 45, LLC to arrange for proration of rental amounts, as set forth in Exhibit B.

12. **Utilities.** Tenant shall pay for the use of all the water, sewage, electrical, gas, telephone, cable television, garbage and other utility services to or used by and in connection with the Leased Premises. Tenant shall establish and maintain all utilities accounts in its name, unless prohibited by an individual utility and in that event, shall promptly reimburse Landlord for all utility payments made by Landlord with respect to the Leased Premises.

13. **Repair and Maintenance.** Tenant acknowledges that the Leased Premises are in good repair and working order. Tenant shall, at its sole expense, maintain the interior of the Leased Premises in as good order and repair as it was at the date of the commencement of this Lease, reasonable wear and tear excepted. Landlord shall, at its sole expense, maintain the exterior of the Leased Premises and all electrical, plumbing and mechanical systems in as good order and repair as they were at the commencement of this Lease.

Any repairs or improvements that Tenant desires to perform that will cost in excess of \$500.00 must be conducted by a licensed and qualified contractor approved by Landlord prior to the commencement of such repairs or improvements.

Tenant shall not knowingly commit or willingly permit to be committed any act or thing contrary to the rules and regulations of any federal, state, municipal or quasi-governmental authority.

Tenant shall permit Landlord, or its representatives, to inspect upon reasonable notice the Leased Premises and to make improvements to the Leased Premises as Landlord may now or hereafter deem to be necessary and/or appropriate for the Leased Premises. All such improvements shall be done, so far as practicable, to avoid interference with Tenant's occupancy and use of the Leased Premises, provided that Tenant shall not be entitled to compensation for unavoidable interference with its occupancy and use.

Notwithstanding anything herein to the contrary, Landlord shall, at its sole expense, maintain in as good order and repair as it was at the date of the commencement of this Lease, reasonable wear and tear excepted, the roof of the Leased Premises and any other structural components of the Leased Premises.

14. **Alterations.** Landlord shall have the right at any time to enter the Leased Premises to make such additions, repairs or alterations as it may deem necessary or proper for the safety, improvement or preservation of the Leased Premises.

Tenant shall make no alterations in or additions to the Leased Premises without first obtaining the written consent of the Landlord, whose consent shall not be unreasonably withheld, and all additions or improvements made by Tenant shall be deemed a part of the Leased Premises and permanent structure thereon and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease by lapse of time or otherwise.

15. **Insurance.** Landlord shall maintain fire and extended "all-risk" coverage insurance upon the Leased Premises. Such insurance shall be maintained with an insurance company authorized to do business in Wyoming in an amount not less than the full insurable value of the Leased Premises during the Term. During the Term, Tenant shall reimburse Landlord for the costs of such insurance within thirty (30) days of submittal of a statement therefor, with the appropriate invoices attached.

Tenant shall maintain at their sole expense fire and extended coverage insurance on all of their personal property, including trade fixtures and on all additions and improvements made by Tenant not required to be insured by Landlord.

Tenant shall maintain at their sole expense a policy or policies of comprehensive general liability insurance with the premiums thereon fully paid on or before due date, issued by and binding upon an insurance company with a Best Rating Guide A plus Class 15 Rating, such insurance to afford minimum protection of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate in respect to personal injury and/or death to one or more persons and for property damage. The insurance policy shall name Landlord as an additional insured and shall cover all risks incident to Tenant's use of the Leased Premises and business in connection therewith.

Tenant shall furnish Landlord with certificates and copies of all insurance policies to be maintained by Tenant with evidence of payment of the premiums thereon. All such insurance policies shall contain a clause or endorsement to the effect that they may not be terminated or materially amended during the Term except after fifteen (15) days written notice thereof to Landlord. Landlord shall be named on all insurance policies as an additional insured.

16. **Assignment, Sublease and Mortgage by Tenant.** Tenant shall not assign or create a security interest in, pledge or encumber this Lease or the Leased Premises, in whole or in part, or sublet the whole or permit the use of the whole or any part thereof by any sub-tenant, licensee or concessionaire, unless Tenant first obtain Landlord's written consent and Landlord's approval of the creditworthiness of the assignee. If Tenant desire to sublet all or a portion of the Leased Premises, Landlord must first provide written consent to the terms and conditions of the sublease, which sublease must be in writing and provided to Landlord. Upon Landlord's consent, Tenant must provide Landlord with a copy of the fully executed sublease, and must continue to

provide Landlord with any amendments, changes or additions thereto as they occur. In no event shall Tenant sublease a portion of the Leased Premises for a term that extends beyond the Term of this Lease Agreement, and the Tenant must require that the sublease carry the same types and amounts of insurance as required by Tenant under this Lease Agreement. Landlord acknowledges that a Sublease Agreement between Tenant and a Sublessee currently is in place and consents to the same. Landlord acknowledges that Tenant is solely responsible for all risks associated with inability to sublease any portion of the Leased Premises, and Tenant is solely entitled to all profits generated from subleasing any portion of the Leased Premises during the Term of this Lease.

In the event of Tenant request that the Lease Agreement specifically be assigned upon sale of its business, Tenant must obtain the written consent of Landlord. Upon such assignment, the rent required to be paid under Section 4 herein, shall increase to market rates, as determined based on an appraisal or rental analysis performed by a real estate professional. Prior to such assignment, Landlord may request review and approval of any new tenant's financial information prior to such assignment. In such case, Tenant shall pay all costs related to the assignment, including but not limited to all attorney's fees and costs, appraisal fees, credit report fees, etc.

17. **Signs.** Tenant shall have the right to erect and maintain signs in, on or about the Leased Premises, provided, that same shall comply with governing laws, regulations, covenants and ordinances of the United States, State of Wyoming, County of Teton and the Town of Jackson.

18. **Tenant's Covenants.** Tenant covenant that they shall:

- (a) Comply with all laws, orders, regulations, rules, ordinances and covenants of any state or federal statute or local ordinance or regulation applicable to Tenant and/or their use of the Leased Premises.
- (b) Give to Landlord immediate verbal notice, followed by prompt written notice, of any accident, fire or damage occurring on or to the Leased Premises.
- (c) Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines and fixtures.
- (d) Keep the Leased Premises orderly, clean, sanitary and free from objectionable odors and insects, vermin, pets, pests or nuisances.
- (e) Do all things reasonably possible to prevent filing of any mechanics' or other liens

against the Leased Premises or any part thereof by reason of work, labor, services or materials furnished or deemed to have been furnished to Tenant, or anyone holding the Leased Premises or any part thereof, through or under Tenant. If any such lien shall be filed against the Leased Premises, Tenant shall either cause the same to be discharged of record within twenty (20) days after the date of the filing of same, or if the Tenant, in Tenant's discretion and in good faith, determines the lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure against Tenant's or Landlord's interest in the Leased Premises. If Tenant shall fail to discharge such lien within such period, or fail to furnish adequate security, then in addition to any other right of remedy of Landlord, Landlord may but shall not be obligated to discharge the lien either by paying the amount claimed to be due or by procuring the discharge of such lien by obtaining security or in any other manner available to Landlord. Nothing herein contained shall imply any consent or agreement on the part of Landlord to subject Landlord's interest in the Leased Premises to liability under any mechanics' or other lien law.

- (f) Repay Landlord, as additional rent, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this Section 18, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith.
- (g) Permit no one other than employees, agents, servants and business invitees to remain in or loiter upon the Leased Premises.
- (h) Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord. Tenant covenant that they shall not do or suffer to be done anything objectionable to the fire insurance companies, whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Leased Premises or any part thereof shall become void or suspended, or berated as a more hazardous risk than at the date when Tenant receive possession hereunder. In the event of breach of this covenant, in addition to all other remedies of Landlord, Tenant shall pay to Landlord as additional rent any increase in insurance premiums.

19. **Landlord's Covenants of Quiet Enjoyment.** The Landlord covenants that the Tenant, upon paying the rentals and performing the covenants upon its part to be performed herein, shall peacefully and quietly have, hold and enjoy the Leased Premises during Term.

20. **Damage or Destruction to Leased Premises.** If the Leased Premises

shall be damaged by fire, the elements, unavoidable accident or other casualty, without the fault or negligence of Tenant, or Tenant's servants, employees, agents, visitors, licensees, invitees or sub-Tenant, and the Leased Premises are not thereby rendered untenable in whole or in part, Landlord shall, at its expense, cause such damage to be repaired, and the rent shall not be abated. If, by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, Landlord shall promptly cause the damage to be repaired and the rent, during such period of repair, shall be abated proportionately to the portion of the Leased Premises rendered untenable. If, by reason of such occurrence, the Leased Premises shall be rendered wholly untenable, Landlord shall cause such damage to be repaired and the rent, during such period of repair, shall be abated in whole. There shall be no extension of the Term by reason of such abatement. Notwithstanding the foregoing provisions, if the Leased Premises shall be rendered wholly untenable by reason of such occurrence and the Leased Premises cannot be repaired within three (3) months from the date such damage occurs, Landlord or Tenant shall, at their option, have the right to declare the balance of the Term to be null and void.

If any such damage or destruction occurring to the Leased Premises, whether partial or complete, shall occur as the result of the fault or any negligence of Tenant or Tenant's servants, employees, agents, business invitees, licensees or sub-Tenant, there shall be no apportionment or abatement of rent during the Term.

21. **Default by Tenant.** The Tenant agree to observe and perform the conditions and covenants set forth in this Lease, and further agrees that if default be made in the payment of any rent and such payment default continues for ten (10) days following written notice, or if Tenant shall fail to observe or perform any of the other conditions or covenants and such other default shall continue for more than thirty (30) days after written notice of such default, then and in that event, and as often as the same may happen, it shall be lawful for Landlord, at its election, with or without previous notice, to terminate this Lease or to re-enter and repossess itself of the Leased Premises without termination, with or without legal proceeding, using such force as may be necessary, and to remove therefrom any personal property belonging to Tenant without prejudice to any claim for rent or for breach of the covenants hereof, or without being guilty of any manner of trespass or forcible entry and detainer. The foregoing described rights shall be non-exclusive and shall be in addition to any and all of the rights and remedies Landlord may have pursuant to governing law.

22. **Payment after Termination.** No payments of money by Tenant to Landlord after the termination of this Lease, in any manner or after the giving of any notice by Landlord to Tenant shall reinstate, continue or extend the Term or affect any notice given to Tenant prior to the payment of such money.

23. **Abandonment of Leased Premises.** If Tenant shall abandon or vacate the

Leased Premises before the end of the Term, or if Landlord re-enters the Leased Premises without termination, the Landlord may, at its option and without notice to Tenant, enter the Leased Premises, and re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this Lease, and, for the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises, as may, in the sole discretion of Landlord, be necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting each month to equal the monthly rental under the provisions of this Lease, then Tenant agree to pay such deficiency.

24. **Indemnification.** Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or from the Leased Premises and adjacent sidewalks and loading areas, or the occupancy or use of the Leased Premises by Tenant or their sub-Tenant, or occasioned wholly or in part by any act or omission of Tenant, their agents, licensees, business invitees, concessionaires, contractors, customers, employees or sub-Tenant.

In the event that Landlord shall be made a party to any litigation commenced by or against Tenant, their agents, licensees, business invitees, concessionaires, contractors, customers, employees or sub-Tenant, Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation.

25. **Attorneys' Fees.** In the event either party shall find it necessary to obtain the services of an attorney to enforce any of the covenants and conditions of this Lease, the prevailing party shall be entitled to reimbursement for all costs and expenses, including reasonable attorneys' fees, whether or not litigation is commenced.

26. **Trade Fixtures.** Trade fixtures installed by Tenant in the Leased Premises shall remain the property of the Tenant and shall be removable at any time by them on or before the termination of this Lease by lapse of time or otherwise. Any damage caused to the Leased Premises that is the result of such removal shall be repaired by Tenant at their expense. Any such trade fixtures not removed at or prior to the termination shall become the property of Landlord. Lighting fixtures, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of this Lease, and shall become the sole property of Landlord.

27. **Landlord's Access.** Landlord and its agents, employees or other representatives may enter the Leased Premises at any reasonable time after reasonable notice for the purpose of (a) inspecting the Leased Premises to ascertain Tenant's compliance with the terms and conditions of this Lease, (b) in order to make repairs, additions or alterations as the Landlord

deems necessary, (c) to post notices of non-responsibility under mechanics' lien law, (d) to exhibit the Leased Premises for sale, lease or mortgage financing, or (e) for any other reasonable purposes.

28. **Notices.** Any notices required or permitted to be given or served by either party to the other shall be deemed to have been duly given or served if in writing and forwarded by certified mail, postage prepaid, return receipt requested, to the respective addresses set forth below. Such notices shall be deemed given upon mailing of same.

Tenant: Everest Momo Shack, LLC
PO Box 4364
Jackson, WY 83001

Landlord: Mains Legacy Investments, LLC
P.O. 1567
Corvallis, Oregon 97339-1567

29. **Amendment or Modification.** Tenant acknowledge and agree that they have not relied upon any statement, representation, agreement or warranty, except such as are expressly stated herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

30. **Memorandum of Lease.** The parties may execute a short-form memorandum of this Lease in recordable form which may, at either parties' option, be placed of record in the Teton County real estate records.

31. **No Partnership.** No partnership or joint venture is created by this Lease. The Landlord and Tenant shall be construed to be that relationship of landlord and tenant only.

32. **Miscellaneous.** This Lease supersedes all prior agreements between the parties with respect to the subject matter hereof (including the Old Lease Agreement) and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof. Time is of the essence. No waiver of any breach of any one or more of the conditions or covenants in this Lease by Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder. This Lease and its provisions shall be construed and enforced in accordance with and pursuant to governing Wyoming law. The headings used in this Lease are for convenience only and are not to be used in its construction. Whenever used, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders. If there is more than one person

IN WITNESS WHEREOF, the Parties hereto have executed this Lease to be effective as of the date and year indicated above.

LANDLORD:

Mains Legacy Investments LLC, a
Wyoming Limited Liability Company

Signed: Mary C Mains

Printed
Name: Mary C. Mains

Date: 11/17/2018

TENANT:

Everest Momo Shack LLC, a Wyoming
Limited Liability Company

Signed: [Signature]

Printed
Name: Sange Sherpa

Date: 11-19-2018

Signed: Everett Douglas Mains

Printed
Name: Everett Douglas Mains

Date: 11/17/2018

Exhibit A

TERMINATION OF LEASE AGREEMENT

Mains Legacy Investments LLC, a Wyoming limited liability company, and Two 45 LLC, a Wyoming limited liability company, for good and valuable consideration, receipt of which is hereby acknowledged, do both release and relinquish all rights, duties, and obligations under that Lease Agreement between Mains Legacy Investments LLC, a Wyoming limited liability company, as Lessor and Two 45 LLC, a Wyoming limited liability company, as Lessee, with an Effective Date of June 1, 2017. This termination shall include but not limited to any renewal rights and rights of first refusal therein (if any). By the signing hereof, the undersigned both intend and agree that said Lease Agreement is terminated and effective as of the 14th day of December, 2018 with no further duties or obligations owed the other. The real property formerly subject to the Lease is located at 245 West Pearl Street, Jackson, Wyoming, consisting of approximately 3,440 square feet, legally described as Lot 10, Block 3, Wort Addition to the Town of Jackson. Teton County, Wyoming per Plat No. 107

Mains Legacy Investments LLC, a
Wyoming limited liability company:

Mary C Mains 11/17/2018
Member date

Everett Doug Mains 11/17/2018
Member date

Two 45 LLC, a Wyoming
limited liability company:

Manager date

See next
page for
full signatures

Exhibit A

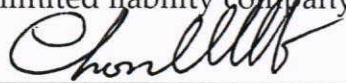
TERMINATION OF LEASE AGREEMENT

Mains Legacy Investments LLC, a Wyoming limited liability company, and Two 45 LLC, a Wyoming limited liability company, for good and valuable consideration, receipt of which is hereby acknowledged, do both release and relinquish all rights, duties, and obligations under that Lease Agreement between Mains Legacy Investments LLC, a Wyoming limited liability company, as Lessor and Two 45 LLC, a Wyoming limited liability company, as Lessee, dated June 1, 2017. This termination shall include but not be limited to any renewal rights and rights of first refusal therein (if any). By the signing hereof, the undersigned both intend and agree that said Lease Agreement is terminated and effective on or before December 14, 2018 (i.e., the date on which Everest Momo Shack LLC is given possession of the restaurant operated by Two 45 LLC) with no further duties or obligations owed the other thereafter. The real property which is the subject of this termination is located at 245 West Pearl Street, Jackson, Wyoming, consisting of approximately 3,440 square feet, legally described as Lot 10, Block 3, Wort Addition to the Town of Jackson. Teton County, Wyoming per Plat No. 107

Mains Legacy Investments LLC, a
Wyoming limited liability company:

Manager date

Two 45 LLC, a Wyoming
limited liability company:



Manager 11/16/18
date

EXHIBIT B

TRANSITION AGREEMENT

This Transition Agreement (the "Transition Agreement") is made and entered into this 16th day of November, 2018, by and between **TWO 45, LLC**, a Wyoming limited liability company ("Current Tenant"), and **EVEREST MOMO SHACK, LLC** a Wyoming limited liability company ("Future Tenant").

WITNESSETH:

WHEREAS, a certain Lease Agreement (the "Current Lease") was entered into on June 1, 2017 by and between Landlord and Current Tenant, for the lease of the premises and improvements located at 245 West Pearl Street, Jackson, Wyoming, consisting of approximately 3,440 square feet, as more particularly described as Lot 10, Block 3, Wort Addition to the Town of Jackson (the "Leased Premises");

WHEREAS, the Current Tenant is contemporaneously entering into a Termination Agreement with Landlord whereby the Current Tenant is relieved of its obligations and liabilities under the Current Lease, and the Future Tenant is contemporaneously entering into a Lease with Landlord under which the Future Tenant shall assume all rights, liabilities and obligations with regard to the Leased Premises as of the Effective Date of the Lease;

WHEREAS, the Current Tenant and Future Tenant executed a Bill of Sale on October 11, 2018 (incorporated herein by reference), regarding certain items of personal property, pursuant to which the Current Tenant and Future Tenant agree to a "Closing Date" of December 14, 2018;

WHEREAS, as of the date that this Transition Agreement is executed, the Current Tenant has delivered the full rental amount due for December 2018 to Landlord;

WHEREAS, the Current Tenant and Future Tenant hereby set forth the terms and conditions under which possession of the Leased Premises shall occur during the month of December 2018.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings and benefits to the parties, the parties agree as follows:

1. **Transition Date:** Current Tenant and Future Tenant agree that the date upon which Current Tenant delivers possession of the Leased Premises to Future Tenant ("Transition Date") shall occur on December 14, 2018 at 9:00 a.m. Current Tenant shall deliver a key to the premises to Future Tenant on December 12, 2018 at 9:00 a.m. so Future Tenant may view the premises. The closing of the sale and payment of the remaining balance of the purchase price and prorations shall occur no later than at 9:00 a.m. on December 14, 2018.

2. **Payment of Prorated Amounts:** Subject to the terms and conditions of this Transition Agreement, Future Tenant shall pay to Current Tenant prorated amounts due in connection with the following:

(a) *December 2018 Rent:* Future Tenant shall pay to Current Tenant a portion of December 2018 rent due on the Leased Premises, prorated from the Transition Date through the end of the month.

(b) *2018 Property Taxes:* Future Tenant shall pay to Current Tenant a portion of 2018 Property Taxes due on the Leased Premises, prorated from the Transition Date through the end of the year.

(c) *Insurance Costs:* Future Tenant shall reimburse Current Tenant a portion of any insurance costs incurred by Current Tenant, prorated from the Transition Date through the end of the month.

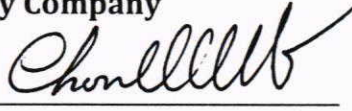
3. **Failure to Deliver Possession on or before December 14, 2018:** If Current Tenant fails to deliver possession of the Leased Premises by 9:00 am on Wednesday, December 14, 2018, then Current Tenant shall forfeit the right to collect any monies due under the Bill of Sale dated October 11, 2018, and shall return Future Tenant's Earnest Money paid thereunder no later than December 15, 2018.

4. **Future Tenant's Access to Premises Prior to Transition Date:** Prior to delivery of the Leased Premises, Current Tenant shall permit the Future Tenant to have reasonable access to the Leased Premises for purposes of preparing applications and securing operational permits/licenses, planning for operations, décor and signage, and related activities. Future Tenant shall communicate with Current Tenant prior to any such entry and access.

[SIGNATURES ARE ON THE NEXT PAGE]

CURRENT TENANT:

Two 45 LLC, a Wyoming Limited Liability Company

Signed: 

Printed

Name: CHONTHICHAR PHONGTHIPSUKON

Date: 11/16/18

FUTURE TENANT:

Everest Momo Shack LLC, a Wyoming Limited Liability Company

Signed: 

Printed

Name: SANGE D SHERPA

Date: 11/16/18



Copy to Clipboard

Different map view ▼

• Aerial Photography Date: June 8, 2017

1 Parcel(s)

[Zoom to parcel\(s\)](#)

- Parcel: 22-41-16-33-1-03-007
- [Clerk's Land Records](#)
- Account Num: R0005274 [Property Detail](#)
- Tax ID: OJ-001244 [Property Taxes](#)
- Map Number: 00107 [Scanned Map](#)
- Lot: 10
- Owner: MAINS LEGACY INVESTMENTS LLC
- MailAddr: PO BOX 1567
- MailAddr: CORVALLIS, OR 97339
- StAddr: 245 W PEARL AVENUE
- Deed: 0918874
- Location: LOT 10, BLK. 3, WORT-1
- TaxClass: Commercial
- Acreage: 0.17

N: 43.47864°, W: 110.76569°
NAD83 UTM Zone 12 X: 518949, Y: 4813995
Wyoming West NAD83 USft N: 1414209,
E: 2443555

*Zoned DC
Downtown Core*



Plan of Operations
Everest Momo Shack
245 West Pearl Ave
Jackson, WY 83001

I. Introduction

Everest Momo Shack is owned and operated by Sange and Rita Sherpa, and serves traditional dishes from their country of birth—Nepal. The restaurant has existed for a number of years in the WYdaho area, including operations at a now-closed brick-and-mortar location in Victor, Idaho, and as a regular vendor at the People's Market on in Jackson. In short, Everest Momo Shack and its owners are a well-known and well-loved member of the WYdaho restaurant and dining scene. Entry into the brick-and-mortar restaurant scene in Jackson is a logical stage in the business's growth, and expected to be well-received by a community in which their Nepali fare already has quite a following.

II. Operations at 245 W Pearl

Everest Momo Shack will operate a traditional seated restaurant, in the space previously occupied by Bon Appe Thai on West Pearl. Everest Momo Shack has purchased all furniture and fixtures from the previous tenants, and will operate in much the same manner as the prior tenant.

The primary purpose of the restaurant will be to serve food to seated guests. There will be no "bar/lounge" in the restaurant. It is not anticipated or intended that alcohol sales will exceed 40% of gross sales.

Alcohol Storage and Dispensing Areas

- All alcohol will be stored in the "Dispensing (Liquor) Room," which is separated from the main dining/service area by a full, ceiling-height wall with a single doorway located in an employee-only area behind a counter (see drawing and photos below).
- All alcohol will be dispensed in the separate "Dispensing (Liquor) Room" by Everest Momo Shack servers.
- Alcohol will not be stored or dispensed in the area behind the "front counter" but in front of the wall to the "Dispensing (Liquor) Room."



Alcohol Service/Consumption Areas

- Patrons will be seated by the hostess upon entering the restaurant.
- Seating and serving will occur (a) at tables inside, (b) at "Counter-Height" seating inside at the front counter, and (c) weather-permitting, at tables outside (in an immediately adjacent fenced or enclosed area as approved by the licensing authority). See drawing and photos below.
- Servers will take orders from seated guests, including orders for food and alcoholic beverages.
- Servers will serve food and alcohol beverages to seated guests in all three service areas.
- Guests will not be permitted to leave licensed service areas with alcoholic beverages.

Please see below for drawings and photographs depicting the above-described Service Areas and Dispensing (Liquor) Room.

Signed:

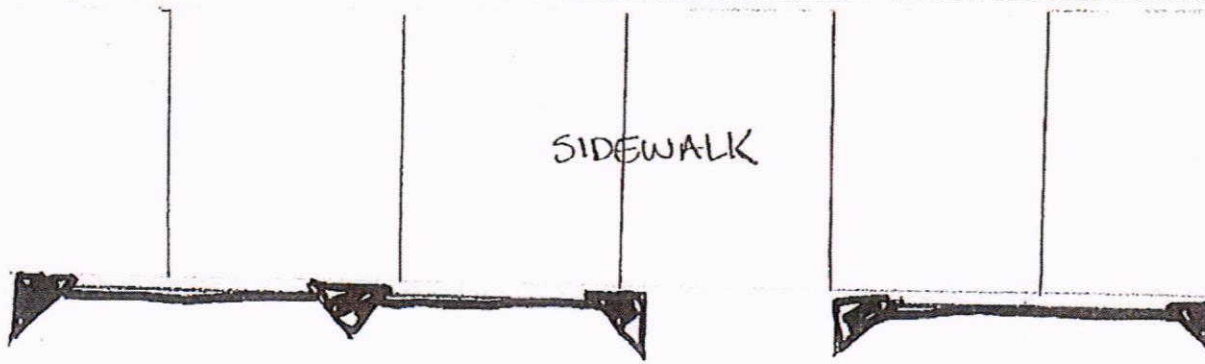
A handwritten signature in blue ink, appearing to be "Sange Sherpa", is written over a horizontal line.

Sange Sherpa
Everest Momo Shack, LLC

11/26/18

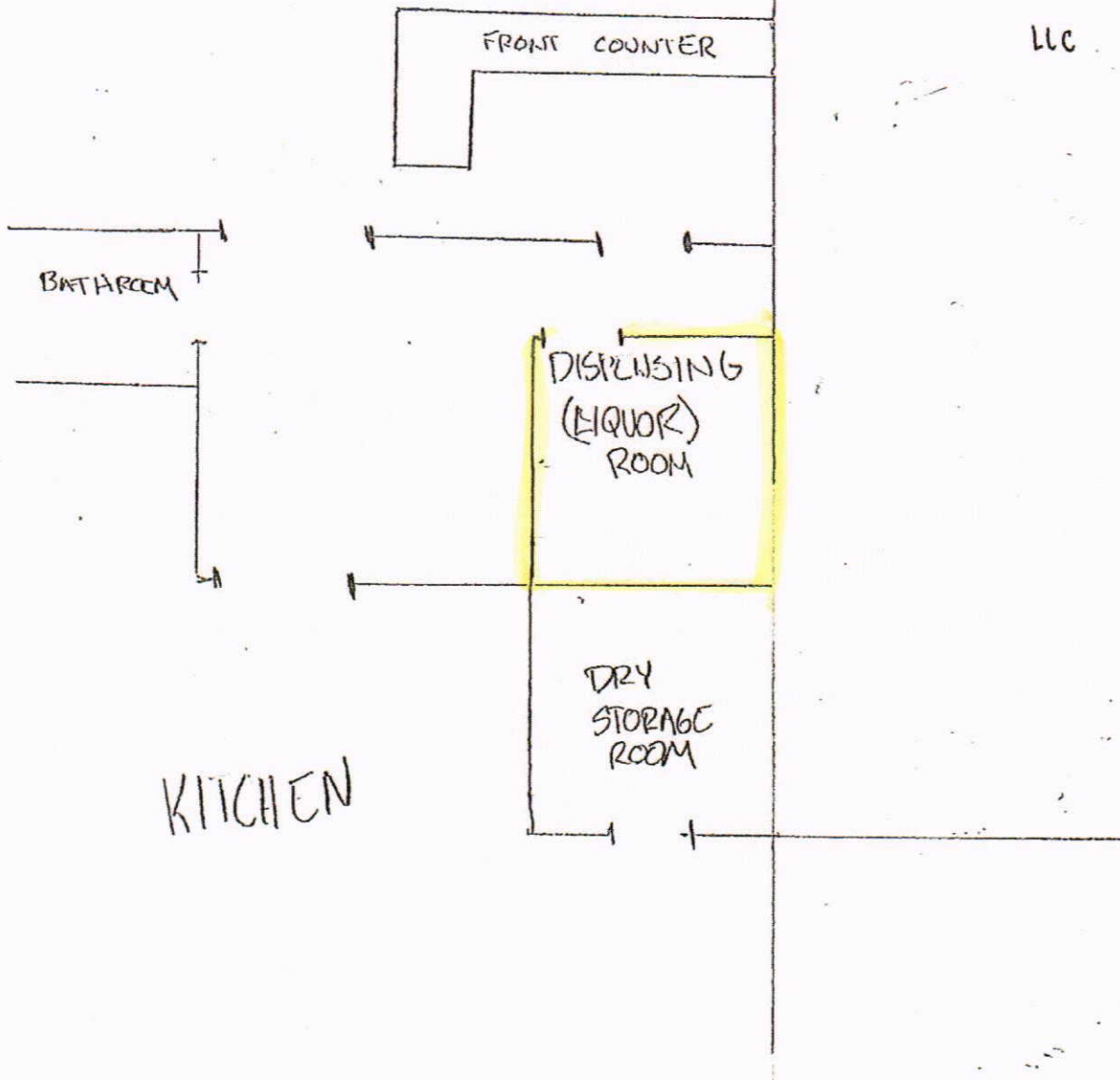
Date

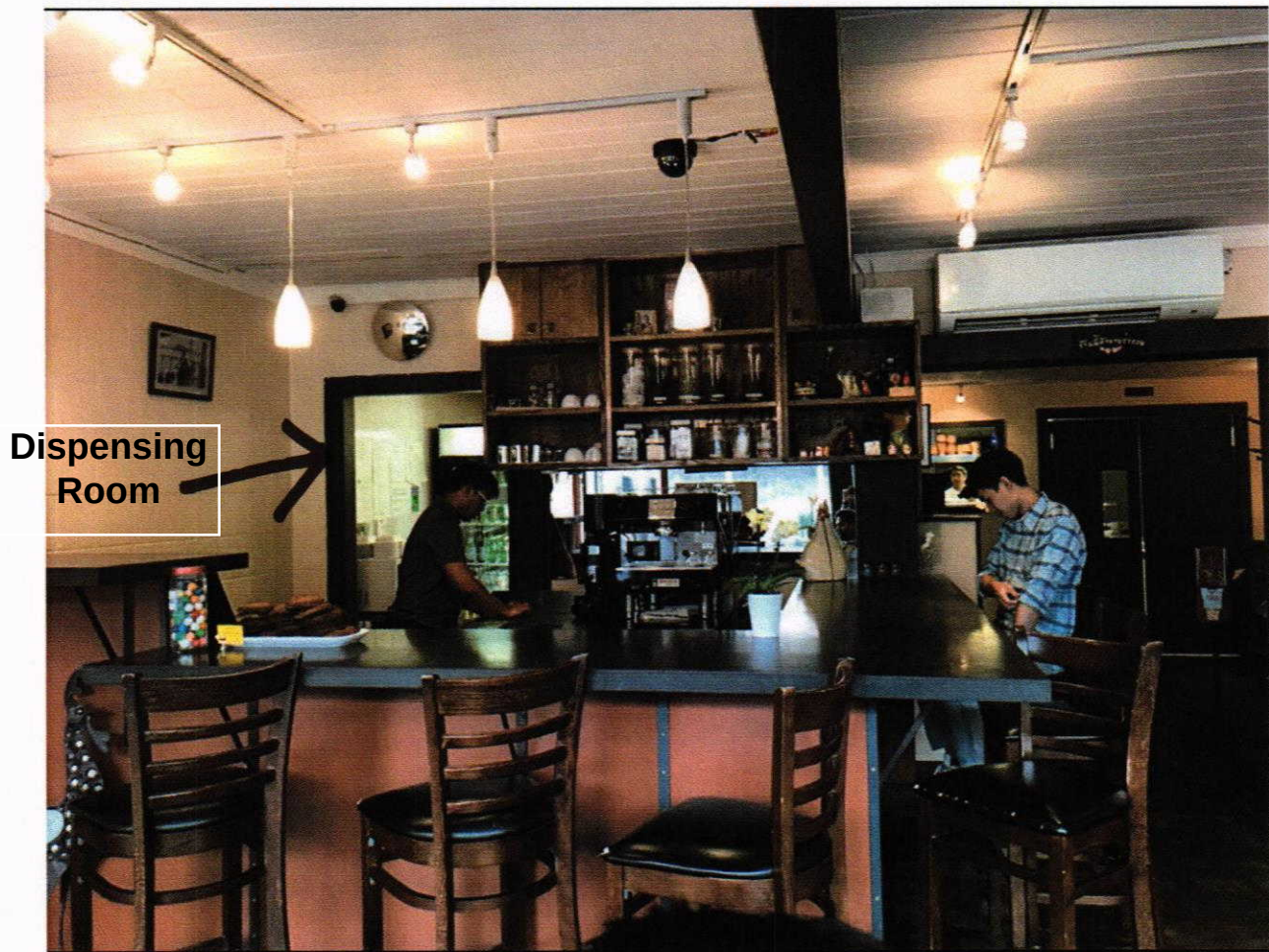
DEAN STREET



SERVICE
AREA

ALLEY MODERN & MORE,
LLC





This image shows the full separation between the Dispensing (Liquor) Room and the counter-height seating in the Service Area.



This image shows the outdoor Service Area, which is clearly fenced/separated from the sidewalk and attached to the establishment.

Sandy Birdyshaw

From: Sara Budge <sara.budge@wyo.gov>
Sent: Monday, November 19, 2018 2:33 PM
To: Sandy Birdyshaw
Cc: hilary@kcohenlaw.com
Subject: Sherpas

Hi Sandy,

Sange Sherpa of Sherpas who intends to take over the space formerly Bon Appe Thai is currently working with this office to obtain a Wyoming Food Service Permit.

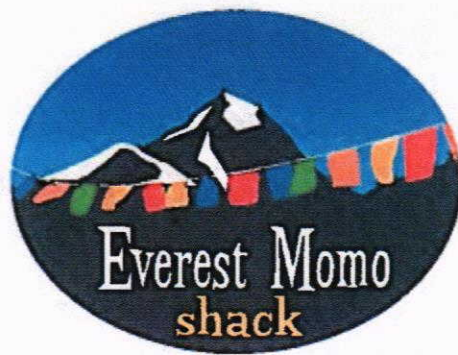
Thanks

--

Sara Budge, REHS
Environmental Health Supervisor
307-732-8490



E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.



EVEREST MOMO SHACK

Menu

Appetizers

Samosa

*Potatoes, green peas & spices wrapped in homemade pastry
dough and deep-fried to golden perfection*

Papadam

*Crispy thin lentils roasted wafers; topped with chopped fresh tomato,
ginger, onion, garlic & cilantro*

Deep Fried MoMo

*Typical Nepali deep fried dumplings with onion, ginger, garlic & spices
served with homemade sauce; tomato and roasted sesame seed,
with a choice of chicken and vegetable*

Main course

All curries served with Thai jasmine rice

Chicken Curry

*Boneless chicken cooked with garlic, onion, ginger, tomato & homemade
curry spices*

Chicken Tikka Masala

Grilled boneless chicken cooked with onion, tomato, cream & homemade curry spices

Shrimp Curry

*Shrimp cooked with onion, ginger, garlic, tomato, and homemade curry spices
curry spices*

Lamb Vindaloo Curry

*Boneless lamb cooked with potato, green peas, onion, garlic, tomato, &
homemade curry spices*

Vegetable Curry

*Potatoes, green beans, cauliflower &
curry spices*

Saag Paneer

*Spinach cooked with cheese, onion, garlic, ginger, tomato &
homemade curry spices*

Dal Fried

*Split lentils cooked with toasted ginger, garlic, onion, tomato
& spices*

Momo (Dumpling)

*Typical Nepali and Tibetan steamed dumpling served with homemade sauce;
tomato and roasted sesame seed with a choice of:*

Vegetable

Chicken

Bison

Chow Mein (Noodles)

*Nepali stir-fried noodles with fresh mixed vegetable &
homemade spices with the choice of:*

Vegetable

Chicken

Naan Bread

*Soft flat-bread, baked fresh & warm with the choice
of plain or garlic butter*

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application
Provide for each person who
signed the application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Sange Dorjee Sherpa
First Name Full Middle Name Last Name

Date of Birth

Social Security Number

Driver License: State / Number

Male or Female
Circle one

11-26-18

Date Signed

[Signature]
Applicant Signature

State of Wyoming)

County of TETON)ss

Subscribed and sworn to before me this 26th day of November, 2018.

(SEAL)

[Signature]
Notary Public or officer authorized to administer oaths



STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

2020 Carey Avenue, Cheyenne, WY 82002-0020

Phone 307-777-7311 · Fax 307-777-5339

Website: <http://soswy.state.wy.us> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **Everest Momo Shack LLC**

Filing ID **2012-000624286**

Type **Limited Liability Company**

Status

Active

General Information

Old Name

Fictitious Name

Sub Type

Formed in **Wyoming**

Term of Duration **Perpetual**

Sub Status

Standing - Tax

Standing - RA

Standing - Other

Filing Date

Delayed Effective Date

Inactive Date

Current

Good

Good

Good

06/19/2012 9:34 AM

11/20

Principal Address

25 North Glenwood
Jackson, WY 83001

Mailing Address

PO Box 4364
Jackson, WY 83001

Registered Agent Address

Sange Sherpa
25 North Glenwood
Jackson, WY 83001

Parties

Type Name / Organization / Address

Organizer Sange Sherpa

Notes

Date Recorded By Note



Kenneth S. Cohen Attorney
Reilly K. Ward Attorney
Emma T. Nystrom Interpreter

November 19, 2018

Via Hand Delivery

Town of Jackson
Office of Jackson Town Clerk
P.O. Box 1687
150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932

*Re: Application to Transfer Bon Appe Thai Restaurant Liquor License to
Everest Momo Shack*

Dear Ms. Birdyshaw:

I enclose for submittal an Application for Transfer of Restaurant Liquor License from Two 45 LLC (bon Appe Thai) to Everest Momo Shack LLC (Everest Momo Shack).

By way of background, Bon Appe Thai Resteraunt is currently leasing the building located at 245 West Pearl Avenue in Jackson from the owners of the property, Mains Legacy Investments, LLC.

Bon Appe Thai has agreed with the owners to terminate the lease agreement, effective December 14, 2018. Everest Momo Shack has signed a lease agreement with the owners for aninitial term of five years beginning on December 14, 2018.

Included with the application are the following attachments:

- 1- Lease Agreement;
- 2- Location of Restaurant Premises;
- 3- Statement of Financial Condition;
- 4- Food Permit;
- 5- Drawing of Dispensing Room;
- 6- Assignment of Liquor License.

I have also included a check in the sum of \$100.00 from EMS LLC to the Town of Jackson to cover the application fee, and a check for \$100.00 for publishing costs.

If there is any further information you need, please do not hesitate to contact me.

Sincerely,



Kenneth S. Cohen

KSC:hke
cc: EMS, LLC



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: November 30, 2018

MEETING DATE: December 17, 2018

SUBMITTING DEPARTMENT: Town Clerk

DEPARTMENT DIRECTOR: Roxanne DeVries Robinson

PRESENTER: Sandy Birdyshaw, Town Clerk

SUBJECT: Public Hearing for Renewal of Bingo License for Elks Lodge #1713

STATEMENT/PURPOSE

Bingo licenses may be issued by the Town of Jackson to charitable and non-profit organizations. The Town Council conducts public hearings, approves all applications for gaming licenses, and acts as the local licensing authority.

It is necessary for the Mayor to **OPEN A PUBLIC HEARING** to hear protests against the issuance or renewal of a license. After public comment has been taken, the Mayor must **CLOSE THE PUBLIC HEARING**. Council is then able to act on the issuance or renewal of a license.

BACKGROUND/ALTERNATIVES

Once a Bingo License is issued, it must be renewed annually. The Benevolent & Protective Order of Elk of the USA Jackson Lodge #1713 has applied to the Town for the renewal of its Bingo License for the period January 1 through December 31, 2019. The Attorney's Office, Police Department, and Town Clerk has reviewed the application, which includes a bond posted in the amount of the largest possible daily award, which in past years, has been in the amount of \$2,000.

The following is an excerpt from the Jackson Municipal Code Chapter 5.48 regarding the renewal of this license.

- A. *The governing body of the town may authorize the issuance of a gaming license to any charitable or nonprofit organization it deems a proper recipient.*
- B. *The governing body may restrict a license application as necessary to protect the health, safety and welfare of the citizens of the town.*
- C. *The governing body may refuse to issue a license if it finds any business or other type of relationship between the applicant/licensee and any individual or entity may endanger the health, safety and welfare of the citizens of Jackson.*
- D. *No gaming license shall be issue to any charitable or nonprofit organization until the required license fee has been paid. No refund shall be made to any licensee following the issuance of the license.*

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Maintaining the license at the applicant's premises supports the Town is Heart because it will attract locals to the downtown area and supports the notion of a community hub where people live, work, and play.

ATTACHMENTS

Bingo License Application

FISCAL IMPACT

The issuance of the bingo license results in a \$250 annual license fee.

STAFF IMPACT

Minimal

LEGAL REVIEW

Complete.

RECOMMENDATION

Staff recommends that the Town Council approve the application for renewal of the Bingo License for the Benevolent & Protective Order of Elk of the USA Jackson Lodge #1713 for the period January 1 through December 31, 2019, with no conditions.

SUGGESTED MOTION

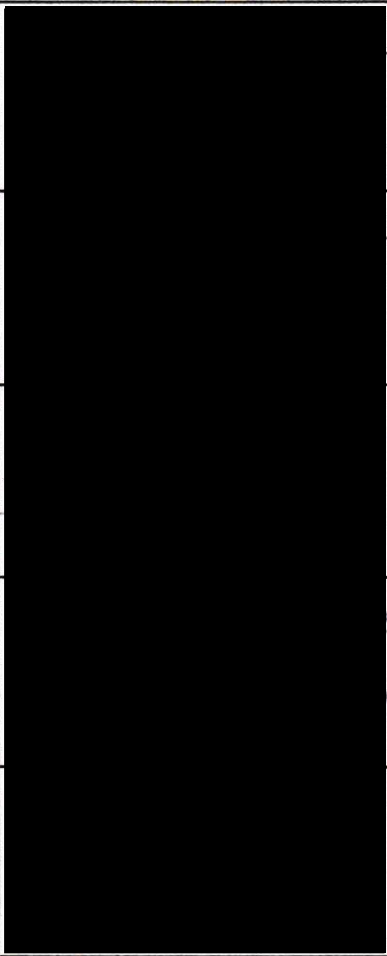
I move to approve the Bingo Gaming License Renewal Application for the Benevolent & Protective Order of Elk of the USA Jackson Lodge #1713 for the 2019 calendar year and direct the Town Clerk to issue the license.

TOWN OF JACKSON GAMING LICENSE APPLICATION

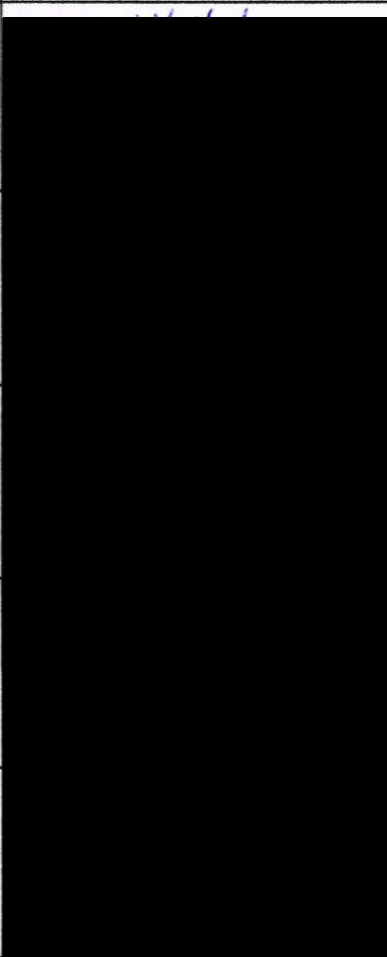
TO BE COMPLETED BY TOWN CLERK		Date of Application <u>11/26/2018</u> 11.30.18 <i>SB</i>
TYPE OF LICENSE APPLIED FOR	☒ BINGO <u>✓</u> \$250.00 Fee Paid ☒ PULL TABS <u>✓</u> \$100.00 Adv Cost	Approval of Town Attorney ☐ Approved ☐ Denied Bond Provided? ☒ Yes ☐ No
APPLICATION FOR	Advertising Dates <u>12/5, 12/12</u> Public Hearing Date <u>12/17/2018</u> For the period: <u>1/1/2019</u> to <u>12/31/2019</u>	
☐ New ☒ Renewal ☐ Change of Location		

1. Name of Charitable or Non-Profit Organization: Benevolent & Protective Order of Elk of the USA	
2. Trade Name of Applicant: Jackson Elks Club	
3. Business Address (Physical Location): 270 West Broadway, Jackson WY 83001	
4. Mailing Address: PO Box 1713, Jackson WY 83001	
5. Business Phone: 307-733-1713	
6. Contact Name: Alexis Smith (bookkeeper)	Contact Phone: 307-690-6849
7. Location where gaming activities shall be conducted, if different from business address: N/A	
8. Zoning of Gaming Location: ☒ UC ☐ UC2 ☐ UR ☐ AR ☐ AC ☐ SR ☐ R ☐ BC ☐ NC ☐ NC2 ☐ OP ☐ RB ☐ BP ☐ MHP	
9. Is the premises owned? ☒ Yes ☐ No Is the premises leased? ☐ Yes ☒ No If leased, attach a true copy of the lease or rental agreement to the application.	
10. Do you own the building where the gaming will be conducted? ☒ Yes ☐ No Do you lease the building where the gaming will be conducted? ☐ Yes ☒ No If leased, attach a true copy of the lease or rental agreement to the application.	
IF THE PREMISES ARE NOT YET CONSTRUCTED OR ARE TO BE REMODELED, ATTACH AN ARCHITECT'S DRAWING OR SUITABLE FLOOR PLAN OF THE PREMISES, NO LARGER THAN 11X17.	

11. **CURRENT LOCAL OFFICERS, BOARD OF DIRECTORS, TRUSTEES:** List the name, address, date of birth, residency and criminal record of all directors and officers.
If a corporation, list all supervisory personnel and shareholders having more than 2% of the outstanding and issued stock.

NAME & SIGNATURE By signing below, I hereby authorize the Chief of Police to conduct a back- ground investigation pursuant to the information provided in this application.	PHYSICAL RESIDENCE ADDRESS	POSITION	HOME PHONE	Wyoming Resident?	DOB	% OF STOCK HELD
<u>Lisa K Sprague</u> Print <u>Lisa K Sprague</u> Signature		E.R.		yes		NA
<u>Robbi Farrow</u> Print <u>Robbi Farrow</u> Signature		Leading Knight		yes		NA
<u>Georgia Ligor</u> Print <u>Georgia Ligor</u> Signature		lectaring Knight		yes		NA
<u>Fernando Escobedo</u> Print <u>Fernando Escobedo</u> Signature		Secretary		yes		NA
<u>Brad Abrams</u> Print <u>Brad Abrams</u> Signature		Treasurer		YES		NA
_____ Print _____ Signature						NA
_____ Print _____ Signature						NA

11. **CURRENT LOCAL OFFICERS, BOARD OF DIRECTORS, TRUSTEES:** List the name, address, date of birth, residency and criminal record of all directors and officers.
If a corporation, list all supervisory personnel and shareholders having more than 2% of the outstanding and issued stock.

NAME & SIGNATURE By signing below, I hereby authorize the Chief of Police to conduct a back- ground investigation pursuant to the information provided in this application.	PHYSICAL RESIDENCE ADDRESS	POSITION	HOME PHONE	Wyoming Resident?	DOB	% OF STOCK HELD
<u>Jill Callaway</u> Print <u>Jill Callaway</u> Signature		Trustee		yes		NA
<u>Valerie Peterson</u> Print <u>Valerie Peterson</u> Signature		Trustee		yes		NA
<u>Donald Rodgers</u> Print <u>Donald Rodgers</u> Signature		Trustee		yes		NA
<u>Pete Kendzior</u> Print <u>Pete Kendzior</u> Signature		Trustee		yes		NA
<u>Kathleen Godines</u> Print <u>Kathleen Godines</u> Signature		Trustee		yes		NA
_____ Print _____ Signature						NA
_____ Print _____ Signature						NA

12. Do any of the above persons listed have a criminal record? If yes, explain fully. ☐ Yes ☒ No

13.a If this application is made on behalf of a corporation, state the name of the corporation: JACKSON ELKS LODGE #1713

b. Is the corporation qualified to do business in Wyoming? ☒ Yes ☐ No
(attach a copy of the Wyoming Secretary of State's authorization to do business in the state of Wyoming.)

c. Date of Incorporation: 1967

d. Brief statement of purpose for which the corporation was organized: To promote justice, charity, fidelity and brotherly love.

e. Be sure all corporate officers are listed above in question 11.

14. Is the organization affiliated with a national organization? ☒ Yes ☐ No

Attach a brief statement of the activities of the local organization of the past two years.

Attach a brief statement of what portion, if any, of the proceeds from gaming activities will be given to the national organization.

15. Will you be serving alcohol on the gaming premises? ☒ Yes ☐ No

REQUIRED ATTACHMENTS:

- ☒ License Fee of \$250, made payable to Town of Jackson
- ☒ Advertising Fee of \$100, made payable to Town of Jackson
- ☐ Lease or Rental Agreement for Premises... NA
- ☐ Lease or Rental Agreement for Building... NA
- ☒ Floor Plan... ON FILE
- ☒ If a Corporation, the Secretary of State's Authorization to do business in the State of Wyoming... ON FILE
- ☒ Activities of the local organization of the past two years.
- ☒ What portion of the proceeds will be given to the national organization? 0 %
- ☒ A Bond, Line of Credit or other form of proof of financial responsibility in the amount of the largest possible daily award of prizes to be offered by the license holder.
- ☒ An Itemized Accounting of all charitable donations made from gaming proceeds last year.
- ☒ A confirmation of your 501(c)(3) tax exempt status from the Internal Revenue Service.... ON FILE

Elks Lodge #1713

Activities

Benefits/Fund Raisers

Bingo

Bar Service

Bowling Alley: League, Open Bowl, Private Parties, School Groups

Meal Service: Member Meals and Community Meals

Provided location for CWC culinary classes and Meals on Wheels preparation

Volunteers in the Community

Scholarships

Weddings

Entertainment

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Clr</u>	<u>Original Amount</u>	<u>Paid Amount</u>	<u>Balance</u>
3611 · Scholarships						
05/05/2018	University of Wyoming	Scholarship Award-Dania Sinzu Prieto-Elks 1713-One Time		1,000.00	1,000.00	1,000.00
02/02/2018	Colorado State University	Scholarship for Alexander Lang 2 of 4		500.00	500.00	1,500.00
09/26/2018	Florida State University	Scholarship for Anabella Raposa One Time		500.00	500.00	2,000.00
10/10/2018	University of Wyoming	Scholarship for Jesse B. Potzernitz One Time to UW		1,000.00	1,000.00	3,000.00
10/10/2018	Pepperdine University	Scholarship for Shaeli M Funk 2018-16 2 of 4		500.00	500.00	3,500.00
10/11/2018	Casper College	Scholarship for Tyler A. Buschow 2018-19 1 of 4		500.00	500.00	4,000.00
10/01/2018	University of Wyoming	Scholarship for Wyatt Dieckmann - One Time		500.00	500.00	4,500.00
10/12/2018	University of Wyoming	Scholarship of Colin G. Finlay 2018-19 3 of 4		500.00	500.00	5,000.00
10/16/2018	Jackson Elks Lodge #1713	Transfer to CWC Scholarship payment from Lodge back to Bingo		2,000.00	2,000.00	7,000.00
08/27/2018	University of Wyoming	UW 2018-19 2 of 4		500.00	500.00	7,500.00
Total 3611 · Scholarships					7,500.00	7,500.00

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Clr</u>	<u>Original Amount</u>	<u>Paid Amount</u>	<u>Balance</u>
3611 · Scholarships						
02/07/2017	University of Wyoming	2013		500.00	500.00	500.00
02/07/2017	University of Wyoming	2014		500.00	500.00	1,000.00
01/11/2017	Colorado State University	Alex Lang - Wyoming		500.00	500.00	1,500.00
09/15/2017	University of Wyoming	Aliea Ednie Scholarship 2017/18 UW		500.00	500.00	2,000.00
10/09/2017	Montana State University	Bill Paddleford Memorial Scholarship 2017 for Emiliana Centrella (one ti		1,000.00	1,000.00	3,000.00
10/09/2017	Macalester College	Bill Paddleford Memorial Scholarship 2017 for Maria L. Centrella (one tir		1,000.00	1,000.00	4,000.00
01/11/2017	Gonzaga University	Colin Finlay		500.00	500.00	4,500.00
09/28/2017	University of Wyoming	Elks Lodge #1713 Scholarship 2017 (one time)		1,000.00	1,000.00	5,500.00
09/15/2017	University of Wyoming	Halle Wright 2018/18 Scholarship at UW		500.00	500.00	6,000.00
09/28/2017	University of Pennsylvania	Jim Taylor Memorial Scholarship 2017 (one time)		500.00	500.00	6,500.00
11/28/2017	College of the Atlantic	Jim Taylor Scholarship for Rainer McIntosh-Round - One Time		500.00	500.00	7,000.00
10/17/2017	University of Wyoming	Scholarship for Colin G Finlay 2 of 4		500.00	500.00	7,500.00
11/02/2017	Pepperdine University	Schorarship for Shaeli M Funk 1 of 4		500.00	500.00	8,000.00
Total 3611 · Scholarships					8,000.00	8,000.00

SF MW



PO Box 5077 Sioux Falls SD 57117-5077

November 19, 2018

1-800-331-6053

Fax 1-605-335-0357

www.cnasurety.com

Jackson Lodge #1713, Benevolent & Protective Order of Elk
Box 1713
Jackson, WY 83001

File # 68428885

Jackson Lodge #1713, Benevolent & Protective Order of Elk

\$2,000.00

Company Code: 0601

Written By: WESTERN SURETY COMPANY

Bingo and Pull Tab License Town of Jackson

Enclosed is your renewal certificate. To continue your bond coverage and keep it in force, you must file this renewal document with the town of Jackson.

If you are no longer required to post this bond, please write the word "Cancel" directly on the document, and return it to CNA Surety.

If you have any questions, please contact your local agent.

Enclosure



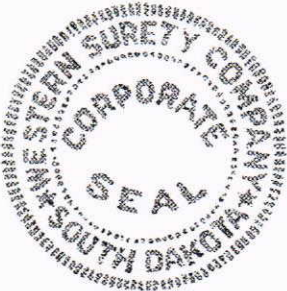
Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 68428885 briefly described as BINGO AND PULL TAB LICENSE TOWN OF JACKSON
JACKSON LODGE #1713, BENEVOLENT & PROTECTIVE ORDER OF ELK, as Principal, in the sum of \$ TWO THOUSAND AND NO/100 Dollars, for the term beginning January 01, 2019, and ending January 01, 2020, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 19 day of November, 2018.



WESTERN SURETY COMPANY

By

Paul T. Brulat, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One BINGO AND PULL TAB LICENSE TOWN OF JACKSON

bond with bond number 68428885

for JACKSON LODGE #1713, BENEVOLENT & PROTECTIVE ORDER OF ELK
as Principal in the penalty amount not to exceed: \$2,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President Paul T. Bruflat with the corporate seal affixed this 19 day of November, 2018.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

Paul T. Bruflat, Vice President

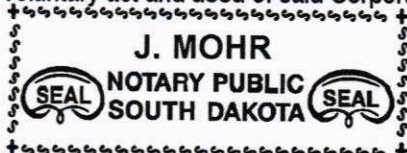
STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

} ss

On this 19 day of November, 2018, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to
be the voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.





TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: DECEMBER 13, 2018
MEETING DATE: DECEMBER 17, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER SINCLAIR

SUBJECT: **ITEM P18-286:** A REQUEST FOR FINAL PLAT APPROVAL FOR THE ONE TOWN HILL CONDOMINIUM ADDITION TO THE TOWN OF JACKSON

APPLICANT/OWNER: CCC'S TOWN HILL LOFTS, LLC.

REPRESENTATIVE: MATTHEW GOTHAM, JORGENSEN ASSOCIATES, P.C.

STATEMENT/PURPOSE

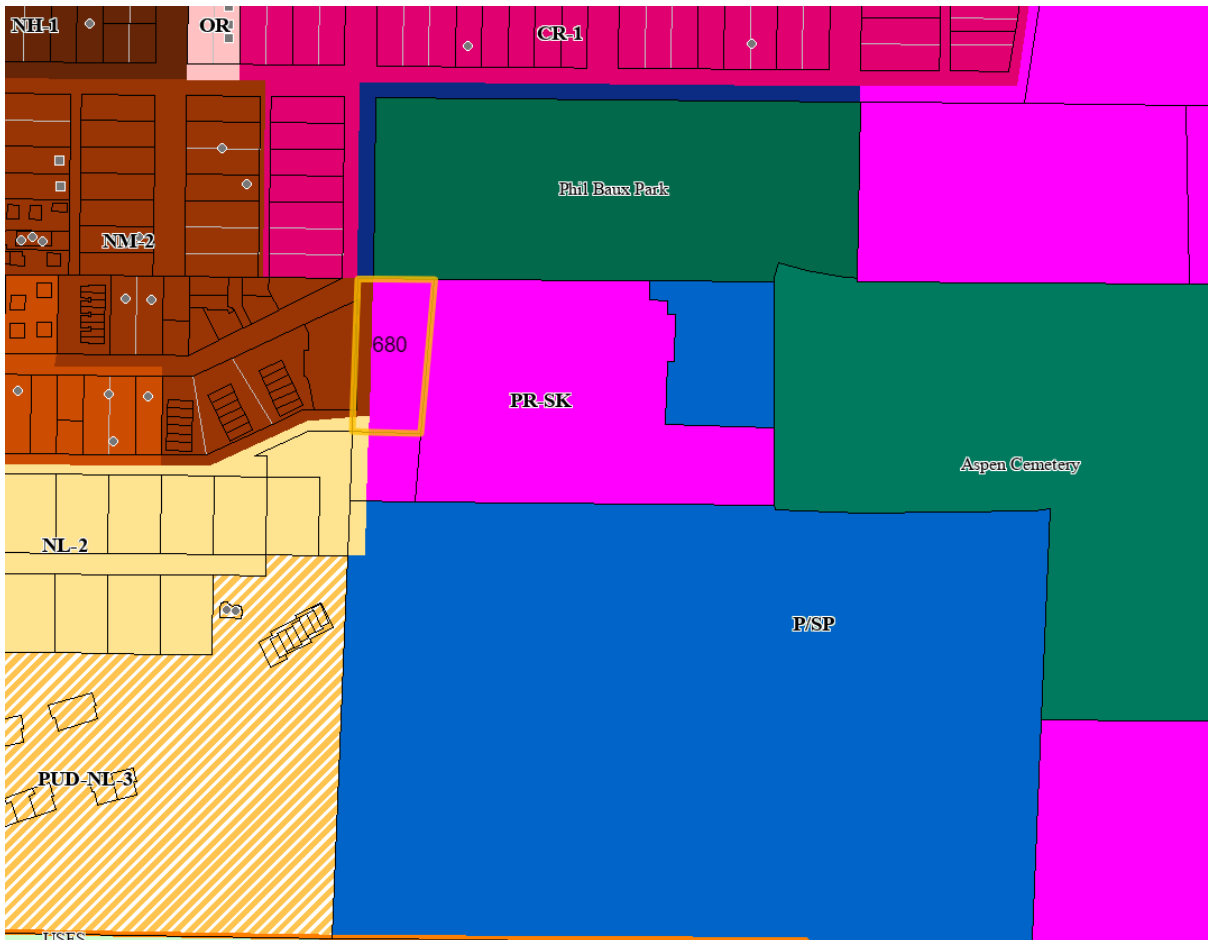
The applicant is requesting approval of a Final Plat for the One Town Hill Condominium Addition to the Town of Jackson, for the property located at 680 South Cache Street containing a total of 43 units: 9 commercial units and 34 residential units (29 market and 5 restricted).

APPLICABLE REGULATIONS

Section 8.5.3 Subdivision Plat
Section 7.2.4 Condominium and Townhouse Subdivision

LOCATION

The property is located at 680 South Cache Street, legally known as Lot 1, Pine Lodge Amended Addition to the Town of Jackson an aerial photo and zoning map are shown below:



BACKGROUND

On July 18, 2016 the Town Council approved a Development Plan to construct a 54,653 square foot, mixed-use building including 34 short term rental units, five employee housing units and 3,672 square feet of office space within the Snow King Planned Resort District Master Plan, subject to the departmental reviews and the following three (3) conditions of approval:

1. Prior to occupying any of the commercial tenant spaces, the applicant shall apply and be approved for a Basic Use Permit for each proposed use.
2. Prior to Certificate of Occupancy for any portion of the building the applicant shall work with the JTCHA to record an employee housing restriction on all required employee housing units and pay the required fee in lieu of housing for the remaining persons to be housed. The applicant shall be able to meet the requirement through the provision of any combination of studio, one bedroom or two bedroom units not to exceed the requirement of 9.73 persons.
3. The applicant shall submit a detailed plan of the northeast plaza area as part of the building permit submission to ensure the successful execution of this public/semi-public space to serve as a link between the development and the surrounding public/private outdoor areas.

On February 13, 2017, the Planning Director **approved** a Minor Deviation pursuant to Section 8.2.13.B.2 Minor Deviations including the following:

1. Reconfiguration and recalculation of the required onsite employee housing;
2. Reconfiguration of the proposed market rate units, reducing the total number of units from 34 to 29; and
3. Reduction in the total number of parking spaces from 73 to 72.

On May 22, 2017, Building Permit B17-071 was issued for the new building and construction is nearing completion.

Staff Review

Staff finds that the proposed subdivision plat is in conformance with the approved Final Development Plan and associated approved Minor Deviation. Condition 1 will be satisfied in the future as specific tenants are identified for the commercial space(s). Staff notes that the applicant should be aware that all requirements of the International Building Code shall be satisfied for each tenant space at time of submission of a Building Permit. Specifically, staff notes that restroom count requirements shall be determined at time of Building Permit submission, depending on the proposed use, and the layout of the spaces. Condition 2 will be satisfied with the recordation of the required deed restrictions on the required 5 residential units concurrently with plat recordation. Condition 3 has been satisfied as part of the Building Permit review and approval by staff.

The commercial and short term rental uses in this application are not subject to Park and School exaction fees, however the five (5) restricted residential units are. A condition has been added that Park and School exactions shall be paid prior to recordation of the plat, \$7,500.00 for School, \$8,325.00 for Park, totaling \$15,825 (Please see the attached worksheets for calculations).

Regarding conformance with the Snow King Resort District Master Plan, this was reviewed and approved as part of the Development Plan approval. Following is the staff analysis of this determination from the Development Plan staff report:

The Master Plan in Chapter XI Phasing and the Snow King Resort Master Association of the Master Plan states as follows:

Snow King will develop the property in phases and in a well-balanced manner. While there is no specific timeline and individual phases will be constructed according to market demand, Snow King will insure that all facilities required for the convenience of guests, public safety and mitigation of any negative impacts are constructed in a timely and concurrent fashion and follow a logical sequence.

Upon review of this specific section with this application and in a 2010 letter to Snow King related to this issue (see attached), staff finds there is no specific timeline that the Master Plan is subject to and thus may proceed as stated “according to market demand”. As a result staff finds that the proposed development is compliant with this chapter. In addition, staff finds that the proposed application has mitigated all requirements of the Master Plan on site as part of this application and is not reliant on any future phase of development to gain compliance.

The Land Development Regulations set forth requirements for vesting of the entitlements under the Master Plan. Staff has attached an August 20, 2010, letter stating that the required entitlement requirements have been satisfied (see attached). In addition, in a July 6, 2015 letter the Town stated that:

SKRMA is operating in compliance with the Snow King Resort Master Plan. Upon review of the Snow King Resort Master Plan and your March 27, 2015 letter and supporting documentation the Town finds that SKRMA is operating in compliance with the Master Plan as required. Based upon this finding property owners within the Master Plan may apply to the Town for Development Plan approval.

Staff has attached the 2010 and 2015 associated correspondence related to the above matter. Furthermore, staff has attached a Land Use Agreement dated June 17, 2009, outlining responsibilities and obligations of the property related to the Snow King Resort District Master Plan and the Snow King Resort Master Association.

Condominium and townhouse subdivisions are permitted subject to the following standards found in Section 7.2.4 Condominium and Townhouse Subdivisions:

- A. ***Final plat required.*** *Condominium and townhouse subdivisions shall require approval of a Subdivision Plat pursuant to Sec. 8.5.3.*

Complies. Staff finds that the proposed Final Plat satisfies this standard.

- B. ***Building and fire code applicability.*** *Condominium and townhouse subdivisions constitute a change of use under the currently adopted building and fire codes as well as these LDR. The conversion of dwelling units to condominiums or townhomes shall comply with the currently adopted building and fire codes.*

Complies. The building has been reviewed and approved consistent with the 2015 International Building Code.

- C. ***Report on building required.*** *To ensure compliance with the currently adopted building and fire codes, a written and graphic report shall be professionally prepared by an individual qualified by the Town Building Official and submitted to the Building Official for review. The report shall identify any conditions of the existing structure(s) that do not conform to the currently adopted building and fire codes and the alterations to the structure(s) required to bring the structure(s) into compliance with the codes. A structural analysis of the existing building(s) shall not be required unless the Building Official determines*

the structural integrity of the building(s) is questionable under the authority granted to the Building Official by the currently adopted building and fire codes.

Complies. The building has been reviewed and approved consistent with the 2015 International Building Code.

D. Necessary building upgrades. *The Town Building Official shall review the report, and structural analysis when required, and inspect the building(s) to determine any alterations to the building(s) necessary to comply with the currently adopted building and fire codes.*

1. **Fire sprinkler system.** *Condominium and townhouse subdivisions shall not require installation of a fire sprinkler system in the building(s) unless the subdivision includes significant alteration to the existing building(s) that require a fire sprinkler system pursuant to the currently adopted building and fire codes.*

Not applicable. The building has been reviewed and approved consistent with the 2015 International Building Code.

2. **Construction plans.** *Construction plans to complete any required alterations shall be submitted to the Town Building Official for review and approval, approval with conditions or denial.*

Not applicable. The building has been reviewed and approved consistent with the 2015 International Building Code.

E. Tenant notification. *The owner proposing a condominium or townhouse subdivision shall, in writing, notify the current tenants of the dwelling units, provide the tenants the opportunity to purchase their unit, and provide a grace period to relocate.*

1. **Notice to tenants.** *The owner of a proposed condominium or townhouse subdivision shall notify the current tenants, in writing, via certified and U.S. mail, of the plans to convert the development to condominiums or townhouses and provide the tenants the opportunity to purchase the unit they occupy. The tenants shall be given a minimum of thirty (30) days to decide if they wish to purchase the unit they occupy. This written notice and thirty (30) day decision period may run concurrently with the Final Development Plan and Final Plat applications.*

Not applicable.

2. **Grace period to relocate.** *If any tenant decides to not purchase the unit they occupy or does not respond, in writing, within thirty (30) days to the offer to purchase their unit, the owner of the development shall provide a written notice to the tenant, via certified and U.S. Mail, to vacate the unit and provide a minimum of sixty (60) days from receipt of said written notice to relocate.*

Not applicable.

Staff Findings

Section 8.5.3.C. Findings. All subdivision plat proposals may be approved only if all of the following findings are made:

1. *The proposed project is in substantial conformance with an approved development plan or development option plan or is a condominium or townhouse subdivision of existing physical development.*

Complies. The proposed Final Plat is in conformance with Development Plan P16-053 and the associated Minor Deviation P16-142 as proposed. In addition, the Final Plat is in conformance with Section 7.2.4 Condominium and Townhome Subdivisions.

2. *The proposed project complies with the standards of this Section.*

Complies. Staff finds that the proposed Final Plat complies with the subdivision standards of Section 8.5.3.

3. *The proposed project complies with the subdivision standards of Division 7.2.*

Complies. As conditioned, staff finds that the proposed Final Plat complies with Division 7.2.

4. *The proposed project complies with all other relevant standards of these LDRs*

Complies. Staff finds that the proposed project complies with all other relevant standards of these LDRs including all physical development.

ATTACHMENTS

Applicant Submittal
Department Reviews
Park and School Exaction Work Sheets
Snow King Planned Resort District Master Plan documents

PUBLIC COMMENT

None at this time.

FISCAL IMPACT

School Exaction - \$7,500.00
Park Exactions - \$8,325.00

STAFF IMPACT

There will be no significant impact to staff resources if the proposed project is approved.

LEGAL REVIEW

Complete.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends **approval** of a Final Plat for the One Town Hill Condominium Addition to the Town of Jackson, for the property located at 680 South Cache Street containing 9 commercial and 34 residential condominium units (29 market and 5 restricted) subject to the department reviews attached hereto and the following conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department. The

Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.

2. The applicant shall pay all Park and School Exaction fees prior to recording of the plat.
3. Concurrently with the recording of the Final Plat, the applicant shall work with the Jackson Teton County Housing Department and record an affidavit affecting title against the five (5) deed restricted units.

SUGGESTED MOTION

Based upon the findings as presented in the staff report for Item P18-268, I move to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, to approve a Final Plat for the One Town Hill Condominium Addition to the Town of Jackson, for the property located at 680 South Cache Street containing 9 commercial and 34 residential condominium units (29 market and 5 restricted) subject to the departmental reviews attached hereto and the following conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.
2. The applicant shall pay all Park and School Exaction fees prior to recording of the plat.
3. Concurrently with the recording of the Final Plat, the applicant shall work with the Jackson Teton County Housing Department and record an affidavit affecting title against the five (5) deed restricted units.



October 3, 2018

Tyler Sinclair
Town of Jackson, Planning Department
150 E Pearl Avenue
PO Box 1687
Jackson WY 83001

RE: One Town Hill Condominium Addition Plat Application

Dear Tyler,

Please find attached for sufficiency review a copy of the Subdivision Plat Application for the One Town Hill Condominium Addition (Town Hill Lofts) that we are submitting on behalf of CCC's Town Hill Lofts, LLC. Copies of this submittal will also be sent to you electronically. This property is not located near any known fault lines.

Enclosed in this application:

- Planning Permit Application
- Jorgensen Associates, P.C. Check No. 46281 in the amount of \$1,000.00 for application fees
- Deed
- Wyoming Secretary of State business entity filing information for CCC's Town Hill Lofts, LLC
- Evidence of Notice of Intent
- Title Report
- Condominium Declaration
- Jackson/Teton County Affordable Housing Department deed restriction worksheet
- Final letter of approval for Development Plan P16-053/P16-142
- Draft of Affidavit of Mortgagee
- Draft Plat Map

Public Notice will be posted on the site when hearing date is set.

Once we receive a sufficiency determination, we will provide any updates you request to the application in electronic format, and/or hard copies as requested in the number and type you would like for distribution to review agencies. Please call me if you have any questions, or if you require additional information at this time. Thank you for your assistance.

Sincerely,

JORGENSEN ASSOCIATES, P.C.

Matthew P. Gotham, P.L.S
Survey Manager



PLANNING PERMIT APPLICATION
Planning & Building Department
Planning Division

150 E Pearl Ave. ph: (307) 733-0440
P.O. Box 1687 fax: (307) 734-3563
Jackson, WY 83001 www.townofjackson.com

For Office Use Only

Fees Paid _____
Check # _____ Credit Card _____ Cash _____
Application #s _____

PROJECT.

Name/Description: One Town Hill Condominium Addition to the Town of Jackson
Physical Address: _____
Lot, Subdivision: Lot 1, Pine Lodge Amended Addition PIDN: 22-41-16-34-3-06-001

OWNER.

Name: CCC's Town Hill Lofts, LLC Phone: _____
Mailing Address: PO Box 844, Jackson, WY ZIP: 83001
E-mail: _____

APPLICANT/AGENT.

Name: Matt Gotham, Jorgensen Associates Phone: 307-733-5150
Mailing Address: PO Box 9550, Jackson, WY ZIP: 83002
E-mail: mgotham@jorgeng.com

DESIGNATED PRIMARY CONTACT.

____ Owner ☒ Applicant/Agent

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

Use Permit	Physical Development	Interpretations
____ Basic Use	____ Sketch Plan	____ Formal Interpretation
____ Conditional Use	____ Development Plan	____ Zoning Compliance Verification
____ Special Use		
Relief from the LDRs	Development Option/Subdivision	Amendments to the LDRs
____ Administrative Adjustment	____ Development Option Plan	____ LDR Text Amendment
____ Variance	☒ Subdivision Plat	____ Zoning Map Amendment
____ Beneficial Use Determination	____ Boundary Adjustment (replat)	____ Planned Unit Development
____ Appeal of an Admin. Decision	____ Boundary Adjustment (no plat)	____ Other: _____

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

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: P16-053/P16-142 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. Provide one electronic copy (via email or thumb drive), and two hard copies of the submittal packet.*

Have you attached the following?

- ☒ **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.
- ☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.
- ☒ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is held, the submittal requirements will be reviewed at the conference followed by a written summary. The submittal requirements on the TOJ website are intended as a reference to assist you in submitting a sufficient application.

FORMAT.

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

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

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

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

Signature of Owner or Authorized Applicant/Agent

Jim Walter, Crystal Creek Capital

Name Printed

10/3/18
Date

Managing Member
Title

SPECIAL WARRANTY DEED

CCC's Snow King, LLC, a Wyoming limited liability company, GRANTOR, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEYS AND WARRANTS to CCC's Town Hill Lofts, LLC, a Wyoming limited liability company, GRANTEE, whose address is 275 Veronica Lane, Suite 300, PO Box 844, Jackson, Wyoming 83001, the following described real estate (the "Property"), situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming, to-wit:

Parcel 1 (fee simple): Lots 1 and 2 of Pine Lodge Amended Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County, Wyoming Clerk on January 4, 2010 as Plat Number 1282.

PIDN Number: Lot 1: 22-41-16-34-3-06-001, Lot 2: 22-41-16-34-3-06-002

Parcel 2 (easement estate): A non-exclusive access maintenance and repair easement as set forth in that instrument at Book 733 of Photo, Pages 213-217, records of Teton County, Wyoming, subject to the terms and conditions contained therein.

Parcel 3 (easement estate): A non-exclusive grading and construction easement and an exclusive temporary construction easement as set forth in that instrument at Book 925 of Photo, Pages 1029-1039, records of Teton County, Wyoming, subject to the terms and conditions contained therein.

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, encroachments, conditions, restrictions, rights-of-way and easements of record as provided for on Exhibit A.

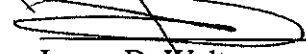
Grantor covenants and warrants to defend title against all persons who assert claims in relation to the Property arising by, through or under Grantor. The foregoing is intended to set forth that Grantor is making a special, and not a general, warranty of title to the Property.

[EXECUTION FOLLOWS]

GRANTOR: CCC'S SNOW KING LLC
GRANTEE: CCC'S TOWN HILL LOFTS LLC
Doc 0928016 bk 945 pg 622-627 Filed At 13:03 ON 05/22/17
Sherry L. Daigle Teton County Clerk fees: 27.00
By Mary Antrobus Deputy Clerk

WITNESS the due execution and delivery of this Special Warranty Deed this 11 day of May, 2017.

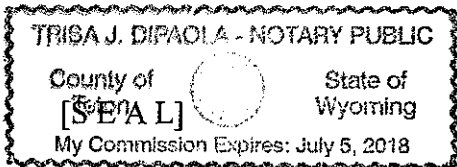
CCC's Snow King, LLC,
a Wyoming limited liability company

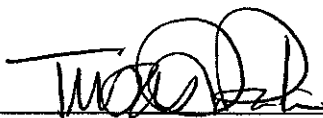
By: 
Name: James D. Walter
Its: Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by James D. Walter, as the Manager of CCC's Snow King, LLC, a Wyoming limited liability company, this 11 day of May, 2017.

WITNESS my hand and official seal.




Notary Public

My commission expires: July 5, 2018

Exhibit A

Permitted Exceptions

1. Real Property Taxes for the year 2017 and subsequent years.

As to Parcel 1

2. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) 1282, records of Teton County, Wyoming.
3. A Contract for Purchase of Power, including the terms and conditions contained therein:

Between:	Lower Valley Power and Light, Inc.
And:	Snow King Resort, Inc., a Wyoming corporation
Recording Information:	Book 300 of Photo, Pages 1074-1075
4. Access, Utility, Roadway Maintenance and Construction Easement Agreement (sic):

Between:	Snow King Holdings, LLC, a Wyoming limited liability company
And:	Pine Glades Development, LLC, a Wyoming limited liability company
Recording Information:	Book 705 of Photo, Pages 491-503
5. Easement Agreement:

Between:	Snow King Holdings, LLC
And:	QWest Corporation, a Colorado corporation
Recording Information:	Book 714 of Photo, Pages 107-110
6. Land Use Agreement:

Recording Information:	Book 733 of Photo, Pages 189-196
------------------------	----------------------------------
7. Transfer and Allocation of Lodging Average Peak Occupancy and Building Floor Area:

Recording Information:	Book 733 of Photo, Pages 197-201A
------------------------	-----------------------------------
8. Access and Utility Easement Amendment:

Recording Information:	Book 733 of Photo, Pages 208-212
------------------------	----------------------------------
9. The terms and conditions of (beneficial) Access, Maintenance and Repair Easement Agreement:

Between:	Snow King Holdings, LLC, a Wyoming limited liability company
And:	Crystal Creek Capital, LLC, a Wyoming limited liability company
Recording Information:	Book 733 of Photo, Pages 213-217
10. Agreement for Easement:

Signature Page to Special Warranty Deed

Between: Snow King Holdings, LLC, a Wyoming limited liability company
And: Crystal Creek Capital, LLC, a Wyoming limited liability company
Recording Information: Book 733 of Photo, Pages 791-797

11. Easement, including terms and conditions contained therein:

Granted By: Crystal Creek Capital, LLC, a Wyoming limited liability company
Granted To: Lower Valley Energy
Recording Information: Book 746 of Photo, Pages 67-69

12. Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Snow King Planned Resort District recorded in Book 818 of Photo, Pages 118-125.

13. Declaration of Restrictive Covenant recorded in Book 934 of Photo, Pages 814-817.

14. Amendment and Complete Restatement of Temporary Grading and Construction Easement Agreement:

Recording Information: Book 925 of Photo, Pages 1029-1039

15. Amendment and Complete Restatement of Declaration of Covenants, Conditions and Restrictions Snow King Tract B, Map T-71B recorded in Book 925 of Photo, Pages 1040-1046..

16. Easement, including terms and conditions contained therein:

Granted By: Snow King, Inc.
Granted To: Lower Valley Power and Light, Inc.
Recording Information: Book 31 of Photo, Page 227

17. Easement, including terms and conditions contained therein:

Granted By: Snow King Resort, Inc., a Wyoming Corporation
Granted To: Lower Valley Power and Light, Inc.
Recording Information: Book 298 of Photo, Page 390

18. Right-of-Way Easement:

Between: Snow King Holdings, LLC, a Wyoming limited liability company
And: Town of Jackson, a Municipal Corporation of the State of Wyoming
Recording Information: Book 703 of Photo, Pages 1021-1024

As to Parcels 2 and 3

19. Easement, including terms and conditions contained therein:

Granted By: Snow King, Inc.
Granted To: Lower Valley Power and Light, Inc.
Recording Information: Book 31 of Photo, Page 227

20. Easement, including terms and conditions contained therein:

Granted By: Snow King Resort, Inc., a Wyoming corporation
Granted To: Lower Valley Power and Light, Inc.
Recording Information: Book 298 of Photo, Page 390

21. Reservation as contained in that Access, Utility, Roadway Maintenance and Construction Easement Agreement:

Recording Information: Book 705 of Photo, Pages 491-503

As to Parcel 3 only:

22. Access, Maintenance and Repair Easement Agreement:

Between: Snow King Holdings, LLC, a Wyoming limited liability company
And: Crystal Creek Capital, LLC, a Wyoming limited liability company
Recording Information: Book 733 of Photo, Pages 213-217

23. Agreement for Easement:

Between: Snow King Holdings, LLC, a Wyoming limited liability company
And: Crystal Creek Capital, LLC, a Wyoming limited company
Recording Information: Book 733 of Photo, Pages 791-797

24. Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Book 818 of Photo, Pages 118-125.

25. Restrictive Covenant Regarding Hotel Development, Condominium Rental Management Operations and Right of First Refusal:

Between: JMIR Snow King LLC, a Delaware limited liability company,
Grand View Development, LLC, a Wyoming limited liability company, and
Snow King Holdings, LLC, a Wyoming limited liability company
Recording Information: Book 818 of Photo, Pages 188-201

First Amendment to said Restrictive Covenant recorded in Book 858 of Photo, Pages 827-836.

26. Transfer and Allocation of Development Rights:

Between:	Snow King Holdings, LLC, a Wyoming limited liability company, and Grand View, LLC, a Wyoming limited liability company
And:	Snow King Mountain Resort, a Wyoming limited liability company
Recording Information:	Book 894 of Photo, Pages 802-808

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

2020 Carey Avenue, Cheyenne, WY 82002-0020
Phone 307-777-7311 · Fax 307-777-5339
Website: <http://soswy.state.wy.us> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name	CCC'S Town Hill Lofts, LLC		
Filing ID	2017-000750843		
Type	Limited Liability Company	Status	Active

General Information

Old Name	Sub Status	Current
Fictitious Name	Standing - Tax	Good
	Standing - RA	Good
Sub Type	Standing - Other	Good
Formed in Wyoming	Filing Date	04/21/2017 8:02 AM
Term of Duration Perpetual	Delayed Effective Date	
	Inactive Date	

Principal Address

275 Veronica Ln Ste 300
Jackson, WY 83001

Mailing Address

PO Box 844
Jackson, WY 83001

Registered Agent Address

James D Walter
275 Veronica Ln Ste 300
PO Box 844
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	James D Walter 275 Veronica Ln Ste 300, PO Box 844, Jackson, Teton County, WY 83001

Notes

Date	Recorded By	Note
------	-------------	------

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name	CCC'S Town Hill Lofts, LLC		
Filing ID	2017-000750843		
Type	Limited Liability Company	Status	Active

Most Recent Annual Report Information

Type	Original	AR Year	2018
License Tax	\$696.39	AR Exempt	N
AR Date	3/21/2018 11:20 AM		
Web Filed	N		

Officers / Directors

Type	Name / Organization / Address
------	-------------------------------

Principal Address

275 Veronica Ln Ste 300
Jackson, WY 83001

Mailing Address

PO Box 844
Jackson, WY 83001

Annual Report History

Num	Status	Date	Year	Tax
03380774	Original	03/21/2018	2018	\$696.39

Amendment History

ID	Description	Date
See Filing ID	Initial Filing	04/21/2017

• Public Notices •

• CONTINUED PUBLICATIONS •

Jackson Hole Fire/EMS is soliciting proposals for a qualified Owner's Representative for the reconstruction project at Fire Station 1.

The Owners Representative will ensure complete understanding of the drawings and provide daily monitoring and compliance of construction activities.

Please visit www.jhfire-ems.org or www.publicpurchase.com for the complete request for proposal.

Sealed bids should be sent to Jackson Hole Fire/EMS, PO Box 901, 40 E. Pearl Avenue, Jackson, WY 83001 by September 26, 2018 at 2:00 PM.

Email unredwine@tetoncountywy.gov with any questions.
Publish: 09/12, 09/19/18

GENERAL PUBLIC NOTICES

• ESTATE PROBATE •

IN THE NINTH JUDICIAL DISTRICT COURT IN AND FOR TETON COUNTY, WYOMING

In the Matter of the Estate of)
Jolene Hansen,) Probate No. 3225
)
) Deceased

NOTICE OF PROBATE OF ESTATE TO ALL PERSONS INTERESTED IN SAID ESTATE:

You are hereby notified that on August 10, 2018, the above-captioned intestate probate was opened in the above-named court, and that on September 6, 2018 the Court appointed Matt Tracy Hansen and Jeremy Hansen as Co-Administrators of the Decedent's estate. Any action to set aside the probate must be brought within three months from the date of the first publication of this notice, or shall thereafter be forever barred. Notice is further given that all persons indebted to said decedent or to said estate are requested to make immediate payment to the above-named Co-Administrators at 1575 Juniper Drive Idaho Falls, ID 83404. Notice is further given that all creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers, in the office of the Clerk of said Court, on or before three months after the date of the first publication of this notice, and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

Matt Tracy Hansen and Jeremy Hansen
Co-Administrators

Attorney for the Estate
R. Scott Garland
Garland & Potter, LLC
P.O. Box 4310
Jackson, WY 83001
(307) 733-0661 (Ph.)
(307) 222-0530 (Fax)
Publish: 09/18, 09/26, 10/03/18

IN THE DISTRICT COURT OF THE STATE OF WYOMING IN AND FOR THE COUNTY OF TETON NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF:
JEFFREY A. DAVIS,
Deceased

Probate No. 3230

NOTICE OF PROBATE

You are hereby notified that on the 10th day of September, 2018, the Last Will and Testament of Jeffrey A. Davis was admitted to probate with administration by the above named court. Any action to set aside the Will shall be filed in the Court within three (3) months from the date of the first publication of this Notice or thereafter be forever barred.

Notice is further given that all persons indebted to Jeffrey A. Davis or to Jeffrey A. Davis's Estate, are requested to make immediate payment to the undersigned in care of: M. Jason Majors, Personal Representative, P.O. Box 2922, 125 S. King Street, Suite 2A, Jackson WY 83001.

Creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers in the Office of the Clerk of Court on or before three (3)

months after the date of the first publication of this notice; and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

DATED this 11th day of September, 2018.

M. Jason Majors
Majors Law Firm, P.C.
125 S. King Street
P.O. Box 2922
Jackson, WY 83001
(307) 733-4117 Phone
(307) 733-4227 Facsimile
Wyoming Bar Registration # 6-3789
Personal Representative
Publish: 09/18, 09/26, 10/03/18

• PUBLIC NOTICE •

NOTICE OF INTENT TO FILE APPLICATION

The Snake River Sporting Club Improvement & Service District intends to file an application for federal financial assistance with the U. S. Department of Agriculture, Rural Development, Rural Utilities Service. The project includes improvements to the sewer system/water. Any comments regarding this application should be submitted to the Snake River Sporting Club Improvement & Service District, attn: Joe Cranston, Administrator, 14885 Sporting Club Rd., Jackson WY 83001.
Publish: 09/19/18

NOTICE OF PUBLIC MEETING

The Spring Creek Improvement and Service District (ISD), Teton County, Wyoming, will conduct a public meeting at 10:00 A.M., local time, on October 5, 2018, in the Spring Creek Ranch House (upper level). The purpose of the meeting is to allow citizens to review and comment on the following project: Spring Creek Improvement and Service District Well No. 3 Project, which consists of connection of Well No. 3 to the existing water system, well pump and motor, variable frequency drive, electrical and control equipment, and chlorine disinfection equipment to meet the peak water demand in the summer months and provide a redundant water supply.

At the meeting, the Spring Creek ISD will present the design of the proposed project and will discuss the estimated cost of the improvements and the plan for funding the improvements. A plan of improvements, cost estimates, and the funding plan can also be reviewed at the office of Nelson Engineering (430 S. Cache, Jackson, WY), contact Bob Norton at (307)733-2087.

Based on current cost estimates, the Spring Creek ISD plans to borrow \$600,000 from the Wyoming Drinking Water State Revolving Loan Fund administered by the Wyoming Office of State Lands and Investments. An increase in assessments will repay the loan. The average rate increase is estimated to be approximately \$24/month per user to repay the loan. Loan terms will be 2.5% interest rate and 20 years.

Written comments are also welcome and must be received by 5:00 P.M. on October 4, 2018. Send written comments to Nelson Engineering, Attn: Bob Norton, RE: SCR ISD, P.O. Box 1599, Jackson, WY 83001.
Publish: 09/19/18

• INTENT TO SUBDIVIDE •

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with § 18-5-306 Wyoming Statutes, Big Mountain Enterprises, 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 contains 6 condominium units. The project is located on 0.17 acres, (generally) described as Lot 15, Block 2, of the Cache Creek Addition to the Town of Jackson and is located within the NW ¼ NW ¼ of Section 34, Township 41N, Range 116W. The site is situated one block south and half a block east of the Town Square. The street address is 115 E Pearl Avenue. The name of the subdivision is proposed to be 115 E. Pearl Condominiums.
Publish: 09/19, 09/26/18

Notice of Intent to Subdivide

Notice is hereby given that, in accordance with § 18-5-306 Wyoming Statutes, the owner of Lot 1, Pine Lodge Amended Addition, Plat No. 1257, recorded in the Office of the Clerk of Teton County Wyoming, intends to apply for subdivision permit to subdivide said Lot 1 into 37 condominium units.

This subdivision of said Lot 1 will be known as One Town Hill Condominium Addition to the Town of Jackson. The One Town Hill Condominium Addition is located in the NW1/4SW1/4, Sec. 34, Township 41N, Range 116W, in the Town of Jackson Corporate Limits, and is accessed from South Cache Street. A public hearing for said subdivision permit will occur at a regular meeting of the Teton County Board of County Commissioners at the Teton County Administration Building. Please contact the Teton County Planning Office at 733-3959 for scheduled meeting dates.
Publish: 09/19, 09/26/18

Notice of Intent for Plat
Notice is hereby given that, in accordance with § 18-5-306 Wyoming Statutes, the owner of Lots 11 and 12, Block 2, of the Town of Wilson, Plat No. 104, recorded in the Office of the Clerk of Teton County Wyoming on December 5th, 1911, intends to Plat said Lots. The purpose of the new Plat is to complete a boundary adjustment between Lots 11 and 12. The lot sizes will not be altered. Lots 11 and 12 take access from 2nd Street in Wilson and/or a public alley as depicted on Plat No. 104. A public hearing for said subdivision permit will occur at a regular meeting of the Teton County Board of County Commissioners at the Teton County Administration Building. Please contact the Teton County Planning Office at 733-3959 for scheduled meeting dates.
Publish: 09/19, 09/26/18

• CONTINUED PUBLICATIONS •

1994 Kenworth dump truck
VIN:1XKDD89X4RS631339
Fees Due: \$5,500.00

1992 Fleetwood Terry
VIN:1EA1T262XN245814
Fees Due: \$5,500.00

Auction will be held on
September 26, 2018 @
1175 S HWY 89
Jackson, WY 83001
Publish: 09/12, 09/19/18

WYOMING DEPARTMENT OF TRANSPORTATION CHEYENNE, WYOMING NOTICE OF ACCEPTANCE OF AND FINAL SETTLEMENT FOR HIGHWAY WORK

Notice is hereby given that the State Transportation Commission of Wyoming has accepted as completed according to plans, specifications and rules governing the same work performed under that certain contract between the State of Wyoming, acting through said Commission, and Wadsworth Brothers Construction, Inc. The Contractor, on Highway Project Number N104006, N104065, & N104078 in Teton County, consisting of milling, grading, placing crushed base and bituminous pavement surfacing, concrete pavement, structure, sidewalk, curb and gutter, electrical and miscellaneous work, and the Contractor is entitled to final settlement therefore; that the Director of the Department of Transportation will cause said Contractor to be paid the full amount due him under said contract on October 16, 2018.

The date of the first publication of this Notice is September 5, 2018.

STATE TRANSPORTATION COMMISSION OF WYOMING

By: _____
Caryn Erickson
Senior Budget Analyst
Budget Program
Publish: 09/05, 09/12, 09/19/18

The Jackson Hole Airport Board (the "Board") is soliciting qualifications and experience information for its use in selecting a principal consultant to provide certain engineering and associated planning services at the Jackson Hole Airport, Jackson, Wyoming (the "Airport"). The engineering services contract will be for a five (5) year term, beginning on December 19, 2018.

Proposal information may be obtained at the office of the Executive Director of the Jackson Hole Airport by contacting Kaitlin Perkins at kaitlin.perkins@jairport.org or 307-733-7695.

Proposals must be received at the Administration Office attention Jim Elwood, Executive Director Jackson Hole Airport, Airport Terminal Building, 1250 E. Airport Rd., Jackson, Wyoming 83001, by 3:00 p.m. local time on October 5th, 2018.
Publish: 09/05, 09/12, 09/19, 09/26, 10/03/18

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• Public Notices •

activities include construction of a new entrance road, parking area, pathways and restrooms. One road crossing and grading around the perimeter of the developed area would result in a loss of 0.02 acre of wetland adjacent to the Snake River. Per Teton County's regulations, impacted wetlands would be mitigated onsite at a ratio of 2:1.

Requests for information about the proposed water quality certification should be directed to Eric Hargett by email (eric.hargett@wyo.gov) or phone (307-777-8701). Comments must be addressed to Eric Hargett, Wyoming DEQ/WQD, 200 W. 17th Street - 4TH floor, Cheyenne, WY, 82002, and be postmarked on or before 5:00 p.m. on October 10, 2018 to be considered. Phone or email comments will not be accepted. Published 09/26/18

NOTICE OF INTENT TO ADOPT
STATEMENT OF INVESTMENT POLICY

Notice is hereby given that the Skyline Improvement and Service District (the "District") intends to adopt a Statement of Investment Policy which permits the District to invest its funds in bank deposits, money market accounts, certificates of deposits and commingled funds, including but not limited to the Wyoming Government Investment Fund.

The proposed policy will be available for public comment for forty-five (45) days, beginning September 26th, 2018 through November 10th, 2018. Copies of the proposed policy can be obtained by written request from the District at PO Box 3601, Jackson, WY 83001, or at office@skylineranchlisd.com. All comments must be made in writing and delivered to PO Box 3601, Jackson, WY 83001, or at office@skylineranchlisd.com.

A public hearing will be held on the proposed policy on November 13th, 2018 at 4:00 p.m. at the Berkshire Hathaway Office, 138 N. Cache Street, Jackson. Interested persons are invited to appear and give testimony and comment. The policy is being adopted pursuant to Wyoming Statute sections 9-4-831(h) and 16-3-103.

Skyline Improvement and Service District
Kurt Harland, President
Published: 09/26/18

Notice of Proposed Wyoming Department of Environmental Quality
Underground Injection Control Permit

The Wyoming Department of Environmental Quality's (DEQ) Underground Injection Control (UIC) Program regulates certain discharges of pollutants into ground waters of the State. Operators of these discharges are required to receive coverage under a UIC permit. The purpose of this notice is to inform the public that the UIC Program is proposing the issuance of permit modification 18-209 for the Old West Cabins septic system. The permit applicant is Mr. Laurence Huhn, P.O. Box 546, Jackson, WY, 83001. Old West Cabins is located in the W4SW4, Section 27, Township 40 North, Range 116 West of the 6th Principal Meridian, Teton County.

The public comment period begins September 26, 2018, and ends October 25, 2018. DEQ has prepared a supplemental on-line public notice that is available at the DEQ's website <http://deq.wyoming.gov/public-notices/>. The website provides electronic access to a copy of the proposed permit.

During the public comment period, any interested person may submit written comments on the draft permit and may request a public hearing be held. Requests for public hearings must be made in writing and shall indicate the name and full mailing address of the individual requesting a hearing, the interest that individual has in the project, and the grounds for holding a public hearing. All written comments and requests received prior to 5:00 P.M. October 25, 2018 in the Cheyenne office will be considered. Comments submitted by email will not be considered. Written comments may be directed to John Passehl, Geological Supervisor, Water Quality Division, Department of Environmental Quality, 200 West 17th Street, 2nd Floor, Cheyenne, Wyoming 82002 or by fax at (307) 635-1784.

Requests for a contested case hearing on a permit issuance, denial, revocation, termination, or other final department action appealable to the Council, must be made in writing

to the chairman of the Environmental Quality Council and the DEQ director at the address above and state the grounds for the request pursuant to the Wyoming Department of Environmental Quality Rules of Practice and Procedure. Published: 09/26/18

• CONTINUED PUBLICATIONS •

The Jackson Hole Airport Board (the "Board") is soliciting qualifications and experience information for its use in selecting a principal consultant to provide certain engineering and associated planning services at the Jackson Hole Airport, Jackson, Wyoming (the "Airport"). The engineering services contract will be for a five (5) year term, beginning on December 19, 2018.

Proposal information may be obtained at the office of the Executive Director of the Jackson Hole Airport by contacting Kaitlin Perkins at kaitlin.perkins@jhaairport.org or 307-733-7695.

Proposals must be received at the Administration Office attention Jim Elwood, Executive Director Jackson Hole Airport, Airport Terminal Building, 1250 E. Airport Rd., Jackson, Wyoming 83001, by 3:00 p.m. local time on October 5th, 2018. Published: 09/05, 09/12, 09/19, 09/26, 10/03/18

IN THE NINTH JUDICIAL DISTRICT COURT
IN AND FOR TETON COUNTY, WYOMING

In the Matter of the Estate of)
Jolene Hansen,) Probate No. 3225
Deceased)

NOTICE OF PROBATE OF ESTATE
TO ALL PERSONS INTERESTED IN SAID ESTATE:

You are hereby notified that on August 10, 2018, the above-captioned intestate probate was opened in the above-named court, and that on September 6, 2018 the Court appointed Matt Tracy Hansen and Jeremy Hansen as Co-Administrators of the Decedent's estate. Any action to set aside the probate must be brought within three months from the date of the first publication of this notice, or shall thereafter be forever barred. Notice is further given that all persons indebted to said decedent or to said estate are requested to make immediate payment to the above-named Co-Administrators at 1575 Juniper Drive Idaho Falls, ID 83404. Notice is further given that all creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers, in the office of the Clerk of said Court, on or before three months after the date of the first publication of this notice, and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

Matt Tracy Hansen and Jeremy Hansen
Co-Administrators

Attorney for the Estate
R. Scott Garland
Garland & Potter, LLC
P.O. Box 4310
Jackson, WY 83001
(307) 733-0661 (Ph.)
(307) 222-0530 (Fax)
Published: 09/18, 09/26, 10/03/18

IN THE DISTRICT COURT OF THE STATE OF WYOMING
IN AND FOR THE COUNTY OF TETON
NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF:
JEFFREY A. DAVIS,
Deceased

Probate No.: 3230

NOTICE OF PROBATE

You are hereby notified that on the 10th day of September, 2018, the Last Will and Testament of Jeffrey A. Davis was admitted to probate with administration by the above named

court. Any action to set aside the Will shall be filed in the Court within three (3) months from the date of the first publication of this Notice or thereafter be forever barred.

Notice is further given that all persons indebted to Jeffrey A. Davis or to Jeffrey A. Davis's Estate, are requested to make immediate payment to the undersigned in care of: M. Jason Majors, Personal Representative, P.O. Box 2922, 125 S. King Street, Suite 2A, Jackson WY 83001.

Creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers in the Office of the Clerk of Court on or before three (3) months after the date of the first publication of this notice; and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

DATED this 11th day of September, 2018.

M. Jason Majors
Majors Law Firm, P.C.
125 S. King Street
P.O. Box 2922
Jackson, WY 83001
(307) 733-4117 Phone
(307) 733-4227 Facsimile
Wyoming Bar Registration # 6-3789
Personal Representative

Published: 09/19, 09/26, 10/03/18

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes, Big Mountain Enterprises, 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 contains 6 condominium units. The project is located on 0.17 acres, (generally) described as Lot 15, Block 2, of the Cache Creek Addition to the Town of Jackson and is located within the NW ¼ NW ¼ of Section 34, Township 41N, Range 116W. The site is situated one block south and half a block east of the Town Square. The street address is 115 E Pearl Avenue. The name of the subdivision is proposed to be 115 E. Pearl Condominiums. Published: 09/18, 09/26/18

Notice of Intent to Subdivide

Notice is hereby given that, in accordance with § 18-5-306 Wyoming Statutes, the owner of Lot 1, Pine Lodge Amended Addition, Plat No. 1257, recorded in the Office of the Clerk of Teton County Wyoming, intends to apply for subdivision permit to subdivide said Lot 1 into 37 condominium units. This subdivision of said Lot 1 will be known as One Town Hill Condominium Addition to the Town of Jackson. The One Town Hill Condominium Addition is located in the NW¼4SW¼4, Sec. 34, Township 41N, Range 116W, in the Town of Jackson Corporate Limits, and is accessed from South Cache Street. A public hearing for said subdivision permit will occur at a regular meeting of the Teton County Board of County Commissioners at the Teton County Administration Building. Please contact the Teton County Planning Office at 733-3959 for scheduled meeting dates. Published: 09/19, 09/26/18

Notice of Intent for Plat
Notice is hereby given that, in accordance with § 18-5-306 Wyoming Statutes, the owner of Lots 11 and 12, Block 2, of the Town of Wilson, Plat No. 104, recorded in the Office of the Clerk of Teton County Wyoming on December 6th, 1911, intends to Plat said Lots. The purpose of the new Plat is to complete a boundary adjustment between Lots 11 and 12. The lot sizes will not be altered. Lots 11 and 12 take access from 2nd Street in Wilson and/or a public alley as depicted on Plat No. 104. A public hearing for said subdivision permit will occur at a regular meeting of the Teton County Board of County Commissioners at the Teton County Administration Building. Please contact the Teton County Planning Office at 733-3959 for scheduled meeting dates. Published: 09/19, 09/26/18

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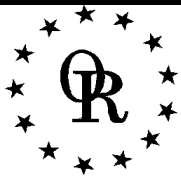
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Guarantee

SG 08010264

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN. Old Republic National Title Insurance Company, a Minnesota corporation, herein called the Company GUARANTEES the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

In witness whereof, Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued through the Office of:

Jackson Hole Title & Escrow

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By

President

Attest

Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.

(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title

to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness,

the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to this Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule A

File No.	Liability	Fee	Reference	Guarantee No.
698614JAC	\$1,000.00	\$250.00	CCC's Town Hill Lofts, LLC FROG	SG 08010264

1. Name of Assured: Crystal Creek Captial Real Estate Advisors, LLC
2. Date of Guarantee: 09/10/2018 at 8:00 A.M.
3. The estate or interest in the land hereinafter described is: Fee Simple.
4. Title to said or estate or interest at the Date hereof is vested in:

CCC's Town Hill Lofts, LLC, a Wyoming limited liability company
5. The land referred to in this Guarantee is situated in the County of Teton, State of Wyoming and is described as follows:

Lot 1 of Pine Lodge Amended Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on January 4, 2010 as Plat Number 1282.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-I Exceptions/Recorded Documents

File No.	Liability	Fee	Reference	Guarantee No.
698614JAC	\$1,000.00	\$250.00	CCC's Town Hill Lofts, LLC FROG	SG 08010264

As of the Date of this Guarantee, the following exceptions reference all recorded documents which may affect title to the herein described land:

1. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) 1282, records of Teton County, Wyoming.
2. A Contract for Purchase of Power, including the terms and conditions contained therein:
Between: Lower Valley Power and Light, Inc.
And: Snow King Resort, Inc., a Wyoming corporation
Recorded:
Recording Information: Book 300 of Photo, Pages 1074-1075
3. Access, Utility, Roadway Maintenance and Construction Easement Agreement (sic):
Between: Snow King Holdings, LLC, a Wyoming limited liability company
And: Pine Glades Development, LLC, a Wyoming limited liability company
Recording Information: Book 705 of Photo, Pages 491-503
4. Easement Agreement:
Between: Snow King Holdings, LLC
And: QWest Corporation, a Colorado corporation
Recording Information: Book 714 of Photo, Pages 107-110
5. Land Use Agreement:
Recording Information: Book 733 of Photo, Pages 189-196
6. Transfer and Allocation of Lodging Average Peak Occupancy and Building Floor Area:
Recording Information: Book 733 of Photo, Pages 197-201A
7. Access and Utility Easement Amendment:
Recording Information: Book 733 of Photo, Pages 208-212



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-I Exceptions/Recorded Documents

File No.	Liability	Fee	Reference	Guarantee No.
698614JAC	\$1,000.00	\$250.00	CCC's Town Hill Lofts, LLC FROG	SG 08010264

As of the Date of this Guarantee, the following exceptions reference all recorded documents which may affect title to the herein described land:

8. The terms and conditions of (beneficial) Access, Maintenance and Repair Easement Agreement:
Between: Snow King Holdings, LLC, a Wyoming limited liability company
And: Crystal Creek Capital, LLC, a Wyoming limited liability company
Recording Information: Book 733 of Photo, Pages 213-217
9. Agreement for Easement:
Between: Snow King Holdings, LLC, a Wyoming limited liability company
And: Crystal Creek Capital, LLC, a Wyoming limited liability company
Recording Information: Book 733 of Photo, Pages 791-797
10. An easement, including terms and conditions contained therein:
Between: Lower Valley Power and Light, Inc.
And: Crystal Creek Capital, LLC, a Wyoming limited liability company
For: Natural Gas Pipeline
Recording Information: Book 746 of Photo, Pages 67-69
11. Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Snow King Planned Resort District recorded in Book 818 of Photo, Pages 118-125, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
12. Declaration of Restrictive Covenant recorded in Book 934 of Photo, Pages 814-817, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
13. Amendment and Complete Restatement of Temporary Grading and Construction Easment Agreement:
Recording Information: Book 925 of Photo, Pages 1029-1039
14. Amendment and Complete Restatement of Declaration of Covenants, Conditions and Restrictions Snow King Tract B, Map T-71B recorded in Book 925 of Photo, Pages 1040-1046, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-I Exceptions/Recorded Documents

File No.	Liability	Fee	Reference	Guarantee No.
698614JAC	\$1,000.00	\$250.00	CCC's Town Hill Lofts, LLC FROG	SG 08010264

As of the Date of this Guarantee, the following exceptions reference all recorded documents which may affect title to the herein described land:

15. Easement, including terms and conditions contained therein:
Granted By: Snow King, Inc.
Granted To: Lower Valley Power and Light, Inc.
For: Construction, operation and maintenance of electric lines and other incidental purposes
Recording Information: Book 31 of Photo, Page 227
16. Easement, including terms and conditions contained therein:
Granted By: Snow King Resort, Inc., a Wyoming Corporation
Granted To: Lower Valley Power and Light, Inc.
For: Construction, operation and maintenance of electric lines and other incidental purposes
Recording Information: Book 298 of Photo, Page 390
17. Right-of-Way Easement:
Between: Snow King Holdings, LLC, a Wyoming limited liability company
And: Town of Jackson, a Municipal Corporation of the State of Wyoming
Recording Information: Book 703 of Photo, Pages 1021-1024
18. Encroachment Agreement:
Between: CCC's Town Hill Lofts, LLC, a Wyoming limited liability company
And: Town of Jackson, Wyoming
Recording Information: Book 945 of Photo, Pages 742-756
19. Easement, including terms and conditions contained therein;
Granted By: CCC's Town Hill Lofts, LLC, a Wyoming limited liability company
Granted To: Lower Valley Energy
For: Construction, operation and maintenance of electric distribution circuits
Recording Information: Doc 0931596



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-I Exceptions/Recorded Documents

File No.	Liability	Fee	Reference	Guarantee No.
698614JAC	\$1,000.00	\$250.00	CCC's Town Hill Lofts, LLC FROG	SG 08010264

As of the Date of this Guarantee, the following exceptions reference all recorded documents which may affect title to the herein described land:

20. **Mortgage** dated May 22, 2017, to secure an original indebtedness of \$17,325,700.00, and any other amounts and/or obligations secured thereby.
Recorded: 05/22/2017, in Book 945 of Photo, Page(s) 628-668A
Mortgagor: CCC's Town Hill Lofts, LLC, a Wyoming limited liability company
Mortgagee: Frost Bank, a Texas state banking corporation
21. Financing Statement, indicating a Security Agreement:
Debtor: CCC's Town Hill Lofts, LLC
Secured Party: Frost Bank
Recorded: May 22, 2017
Recording Information: Book 945 of Photo, Pages 674-679



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-II Informational Notes

File No.	Liability	Fee	Reference	Guarantee No.
698614JAC	\$1,000.00	\$250.00	CCC's Town Hill Lofts, LLC FROG	SG 08010264

The following is provided for informational purposes and is not part of the Assurances given under this Guarantee:

The Status of real property taxes is as follows:

Tax ID#	2018 Tax Status
OJ-007631	1st Half in the Amount of \$5,817.46 is DUE
	2nd Half in the Amount of \$5,817.45 is DUE

We recommend that the person responsible for closing this verify this tax information prior to closing.

*Real Estate Taxes are payable as follows

*If making one payment: Due on or before December 31.

*If making two payments: First half payable September 1 and delinquent November 10;
second half due March 1 and delinquent May 10.

The PIDN for this property appears to be: 22-41-16-34-3-06-001

FACTS		WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does Old Republic Title Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the

	"Other important information" section below for your rights under state law.
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Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May Be Delivering This Notice				
American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

one

TOWN HILL

DECLARATION OF CONDOMINIUM

DECLARATION OF CONDOMINIUM

for

ONE TOWN HILL CONDOMINIUMS ADDITION

DRAFT

Declaration of Condominium

for

One Town Hill Condominiums Addition

This DECLARATION OF CONDOMINIUM FOR ONE TOWN HILL CONDOMINIUMS ADDITION (this “Declaration”) is made this _____ day of _____, 2018, by CCC’s Town Hill Lofts, LLC, a Wyoming limited liability company (the “Declarant”), pursuant to the Condominium Ownership Act, Wyoming Statute Section 34-20-101 et. seq. (the “Act”).

ARTICLE I – CREATION OF THE COMMUNITY

1.1 Purpose and Intent. The Declarant, as the owner of the real property known as One Town Hill Condominiums Addition, a subdivision of the Pine Lodge Amended Addition to the Town of Jackson according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof (the “Properties” or “Real Property” or “Project”) intends by the recording of this Declaration to create a condominium project and provide for ownership of real property under the Act. This Declaration provides for the overall development, administration, maintenance and preservation of the Real Property now or hereafter comprising the One Town Hill Condominiums Addition as a condominium community. Capitalized terms used herein but not defined shall have the respective meanings set forth in Article II below.

1.2 Type of Ownership. This Declaration and the Plat will provide a means for ownership in fee simple of separate interests in Units together with an undivided fee simple interest in the General Common Elements and Limited Common Elements.

1.3 Binding Effect. The Project shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Project, their heirs, successors, successors-in-title, and assigns. This Declaration shall be enforceable in perpetuity by the Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns.

1.4 Governing Documents. The Governing Documents create a general plan of development for the Project that may be supplemented as set forth herein. In the event of a conflict between or among the Governing Documents and any additional covenants or restrictions, the more restrictive provision shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Project from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Association may, but shall not be required to, enforce any such covenants, restrictions or other instruments. All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, tenants, guests and invitees.

ARTICLE II – DEFINITIONS

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms used herein but not defined shall have the respective meanings set forth below.

2.1 Association. The One Town Hill Owners' Association, a Wyoming nonprofit corporation, its successors or assigns. 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.

2.2 Base Assessment. Assessments levied on all Units subject to assessment under Article VIII to fund Common Expenses, as determined in accordance with Section 8.1.

2.3 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."

2.4 Building. The structure constructed or located on the Real Property pursuant to this Declaration.

2.5 Commercial Unit. Those Units designated as Commercial Units [101, 102 and 103] on the Condominium Plat, each of which will be used by its Occupants only for Commercial Uses as such terms are defined in Section 4.3 hereto.

2.6 Common Elements. The General Common Elements, Limited Common Elements, Limited Common Elements–Second Floor, Limited Common Elements–Third Floor, Limited Common Elements–Fourth Floor, Limited Common Elements–Fifth Floor, Limited Common Element–Commercial, Limited Common Elements–Storage, Limited Common Elements–Parking, Limited Common Elements–Stairs, and Limited Common Elements–Deck in the aggregate, or a portion thereof, as the context requires. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners in the proportions provided in **Exhibit "A"** attached hereto and incorporated herein, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his or her Unit, which right shall be appurtenant to the Unit.

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

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

2.9 Declarant. CCC's Town Hill Lofts, LLC, a Wyoming limited liability company, and its successors or assigns.

2.10 Employment-Based Units. [Units 407, 408, 409, 410 and 411] as shown on the Condominium Plat. Employment-Based Units may be referred to collectively herein with the Free

Market Units as the “Residential Units.” An individual Employment-Based Unit may be referred to herein as an “Employment-Based Unit” or a “Residential Unit” or a “Unit.”

2.11 Free Market Unit. Those certain Units designated as Residential Units 200-204, 300-307, 400-406 and 500-508 on the Condominium Plat, each of which shall be occupied and used by Unit Owners and Occupants for residential and residential rental purposes only. Free Market Units may be referred to collectively herein with the Employment-Based Units as the “Residential Units.” An individual Free Market Unit may be referred to herein as a “Free Market Unit” or a “Residential Unit” or “Unit.”

2.12 Governing Documents. A collective term referring to this Declaration and any applicable Supplemental Declaration, the Bylaws, the Articles and the Master Rules and Regulations, if any, and that certain Amendment and Complete Restatement of Declaration of Covenants, Conditions and Restrictions for Snow King Tract B recorded in the Public Records in Book 925 at Page 1040, as they may be amended.

2.13 General Common Elements. The entire Project excepting all Units and the Limited Common Elements. Without limiting the generality of the foregoing, the General Common Elements shall include (i) the driveway, parking areas, the land, the courtyards, the lobbies and corridors, including fitness room, not designated as LCE; (ii) all appurtenances; (iii) all pipes, ducts, flues, chutes, conduits, wires and other utility installations to (but not at) the outlets; and (iv) such component parts of walls, floors, ceilings, columns, roofs and other structures and installations that are outside of the Unit boundaries as delineated or described on the Condominium Plat. General Common Elements may be referred to herein and on the Condominium Plat as “General Common Element” or “GCE.”

2.14 Limited Common Elements. Those portions of the Common Elements as described by Wyoming Statute Section 34-20-103 as designated on the Plat or in this Declaration or in any amendment or supplement thereto, for the exclusive use of one or more but fewer than all of the Units. Limited Common Elements may be referred to herein or on the Condominium Plat as “Limited Common Element” or “LCE.”

2.15 Limited Common Elements – Commercial. Those Limited Common Elements for the use of the Commercial Units as may be described herein and as shown on the Condominium Plat. Limited Common Elements – Commercial may also be referred to herein and on the Condominium Plat as “Limited Common Element – Commercial,” “LCE – Commercial,” “LCE – C” or “Commercial Limited Common Elements.”

2.16 Limited Common Elements - Deck. Those Limited Common Elements for the exclusive use of one or more Condominium Unit(s) as a deck as designated by the Declarant herein and/or as designated on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements – Deck may also be referred to herein and on the Condominium Plat as “Limited Common Elements – Deck,” “LCE – Deck,” “LCE – D” or “Deck Limited Common Elements.”

2.17 Limited Common Elements – Fourth Floor. Those Limited Common Elements for the use of the Residential Units 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410 and 411 as designated on the Condominium Plat. Limited Common Elements – Fourth Floor may also be referred to herein and on the Condominium Plat as “Limited Common Element – Fourth Floor,” “LCE – Fourth Floor,” “LCE – 4thF” or “Fourth Floor Limited Common Elements.”

2.18 Limited Common Elements – Fifth Floor. Those Limited Common Elements for the use of the Residential Units 500, 501, 502, 503, 504, 505, 506, 507 and 508 as designated on the

Condominium Plat. Limited Common Elements – Fifth Floor may also be referred to herein and on the Condominium Plat as “Limited Common Element – Fifth Floor,” “LCE – Fifth Floor,” “LCE – 5thF” or “Fifth Floor Limited Common Elements.”

2.19 Limited Common Elements – Parking. Those Limited Common Elements for the exclusive use of one or more Residential Unit(s) as parking as designated by the Declarant herein and/or on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements – Parking may also be referred to herein and on the Condominium Plat as “Limited Common Element – Parking,” “LCE – Parking,” “LCE – P” or “Parking Limited Common Elements.”

2.20 Limited Common Elements – Second Floor. Those Limited Common Elements for the use of Residential Units 200, 201, 202, 203 and 204 as designated on the Condominium Plat. Limited Common Elements – Second Floor may also be referred to herein and on the Condominium Plat as “Limited Common Element – Second Floor,” “LCE – Second Floor,” “LCE – SF” or “Second Floor Limited Common Elements.”

2.21 Limited Common Elements – Storage. Those Limited Common Elements for the exclusive use of one or more Units as storage as designated by the Declarant herein, on the Plat and/or in one or more separately recorded instruments. Limited Common Elements – Storage may also be referred to herein and on the Plat as “Limited Common Element – Storage,” “LCE – Storage,” “LCE – S” or “Storage Limited Common Elements.”

2.22 Limited Common Elements – Stairs. Those Limited Common Elements for the exclusive use of one or more Units as a stairwell as designated by the Declarant herein, on the Plat and/or in one or more separately recorded instruments. Limited Common Elements – Stairs may also be referred to herein and on the Plat as “Limited Common Element – Stairs,” “LCE – Stairs” or “Stairs Limited Common Elements.”

2.23 Limited Common Elements – Third Floor. Those Limited Common Elements for the use of the Residential Units 300, 301, 302, 303, 304, 305, 306 and 307 as designated on the Condominium Plat. Limited Common Elements – Third Floor may also be referred to herein and on the Condominium Plat as “Limited Common Element – Third Floor,” “LCE – Third Floor,” “LCE – TF” or “Third Floor Limited Common Elements.”

2.24 Limited Common Expense. A Common Expense that does not benefit all Units, such as those expenses incurred with respect to the Limited Common Elements.

2.25 Master Rules and Regulations. The Master Rules and Regulations are the Rules and Regulations adopted by the Board, if any, pursuant to Section 3.2 hereof.

2.26 Member. A Person subject to membership in the Association pursuant to Section 6.2.

2.27 Mortgage. Any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

2.28 Mortgagee. Any person, or any successor to the interest of such person, named as the mortgagee, trust beneficiary, or creditor under any Mortgage under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

2.29 Intentionally Omitted.

2.30 Occupant. Any person or persons in possession of a Unit, including Unit Owners, lessees, guests, agents, employees and invitees of such person or persons.

2.31 Owner. Any person or entity, including Declarant, at any time owning a Unit. The term “Owner” shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

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

2.33 Plat or Final Plat or Condominium Plat. The Final Plat of One Town Hill Condominiums Addition, a subdivision of the Pine Lodge Amended Addition to the Town of Jackson according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, consisting of a plat of the Real Property, showing a survey and legal description thereof, the location of the Building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Building showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit numbers identifying the Units and the General Common Elements and Limited Common Elements, together with such other information as may be included therein in the discretion of the Declarant.

2.34 Public Records. The official records of the Clerk of Teton County, Wyoming.

2.35 Special Assessment. Assessments levied in accordance with Section 8.4.

2.36 Specific Assessment. Assessments levied in accordance with Section 8.5.

2.37 Supplemental Declaration. An instrument filed in the Public Records pursuant to Article IX that imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

2.38 Unit or Condominium Unit. Those certain individual air spaces as designated and delineated on the Plat. Each Unit shall consist of that part of the Building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, as shown and numbered on the Condominium Plat. The Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. All other portions of the walls, floors or ceilings (including common walls to separate Units) shall be a part of the Common Elements. In addition, each Unit shall include the following: (a) all spaces, nonbearing interior partitions, windows, window frames, exterior doors, door frames and all other fixtures and improvements within the boundaries of the Unit; (b) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating and waste disposal, within the boundaries of the Unit; and (c) all heating, hot water and air conditioning apparatus exclusively serving the Unit. The interior surfaces of a perimeter window or door means such surfaces at the points at which they are located when such windows or doors are closed; the physical perimeter windows and doors themselves are part of the Common Elements as herein defined.

2.39 Fitness Room. The facility described in Section 3.15 hereof, subject to the terms and conditions of said Section 3.15, which may be located within, and shall be considered a part of, the General Common Elements.

ARTICLE III – USE AND CONDUCT

3.1 Framework for Regulation. The Governing Documents establish, as part of the general plan of development for the Properties, a framework of affirmative and negative covenants, easements and restrictions that govern the Properties. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology that inevitably will affect the Project, its Owners and residents. Toward that end, this Article establishes procedures for modifying and expanding the initial Master Rules and Regulations.

3.2 Rule Making Authority.

(a) The Board shall prepare and adopt the initial Master Rules and Regulations. Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations. The Board shall send notice by mail to all Owners concerning any such proposed action at least thirty (30) days prior to the Board meeting at which time such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective after compliance with Section 3.2(c) below unless disapproved at a meeting of the Members by more than fifty percent (50%) of the total votes entitled to vote on the matter. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the Bylaws. Upon such petition of the Members prior to the effective date of any Board action under this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then is subject to the outcome of such meeting.

(b) Alternatively, the Members, at an Association meeting duly called for such purpose, may adopt rules which modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations by a vote of more than fifty percent (50%) of the total votes entitled to vote on the matter pursuant to the Bylaws of the Association.

(c) At least thirty (30) days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Master Rules and Regulations to each Owner specifying the effective date. The Association shall provide, at no additional charge, a copy of the Master Rules and Regulations then in effect to any requesting Member or Mortgagee.

3.3 Owners' Acknowledgment and Notice to Purchaser; Resort Community Notice. All Owners are given notice that use of their Unit is limited by the Master Rules and Regulations as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Unit, acknowledges that the use and enjoyment and marketability of his or her Unit can be affected by this Declaration and the other Governing Documents and that the Master Rules and Regulations may change from time to time. All purchasers are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Master Rules and Regulations or any other Governing Documents may be obtained from the Association, or if no Association has yet been formed, from the Declarant.

Furthermore, the Properties lie in close proximity to a winter and summer resort area that engages in snow making and grooming operations and other activities customary to winter and summer resorts

that generate sound, light, traffic and other conditions at various times of the year that may be audible and visible to Owners. Each Owner and occupant of a Unit acknowledges that such conditions may exist and may be objectionable to some persons, and further acknowledge and agree that neither the Declarant nor the Association have any ability to control such operations or activities. By acceptance of a deed for their Unit, each Owner acknowledges that the resort-related operations in the vicinity of the Properties may include various activities and special events that create noise, attract crowds, and increase traffic in and around the Properties, such as fireworks displays, concerts, festivals, tournaments and similar events. Each Owner and occupant of a Unit acknowledges that such events and activities may result in nuisances or hazards to persons and property on or in the vicinity of such events and activities.

In addition, Ownership of real property in mountain areas involves certain inherent inconveniences. These include, but are not limited to, (a) dripping water onto decks and porches from snow melt, (b) snow and ice build-up on decks and porches and sliding from these surfaces during winter months, and (c) other inconveniences arising from the sometimes-variable weather conditions in the Rocky Mountains. The Units are located in proximity to (i) Snow King mountain resort, (ii) Phil Baux Park, (iii) a dining restaurant and bar, and (iv) other proposed and potential future commercial developments in the vicinity, all of which may emit or produce light, noise, sounds, music, landslides, snowslides, pedestrian and skier traffic, or other nuisances or inconveniences that could affect an Owner's use and enjoyment of a Unit.

3.4 Signs. No signs whatsoever, including, but without limitation, commercial, political and similar, visible from neighboring Units, shall be erected or maintained upon any portion of the Building (including decks), except:

(a) Standardized unit number signs to be installed by Declarant outside the entrance of each Unit and additional identification panel(s) may be installed by the Association on the first floor of the Building in a location to be determined by the Board.

(b) Those signs protected by law as set forth in Section 3.5.

(c) Those signs permitted by the reserved right of Declarant and its agents pursuant to Section 9.4.

(d) Standardized signs, in a locations, font, format and of materials established by Declarant, identifying the occupants of each Commercial Unit, which signs may include, at Declarant's option, some or all of (i) signs installed by Declarant outside the entrance of each Unit, which may include trademarks or trade dress of occupant, as approved by Declarant, (ii) signs in centralized locations, such as at stairwells and elevator exits, and (iii) a tenant directory located at any primary entrances to the Project. The foregoing signage may include window lettering and/or screening, as approved by Declarant and consistent with the Community-Wide Standard. When Declarant no longer owns any of the Units, the foregoing approvals shall be provided by the ARC (as hereinafter defined).

The Board or its designee shall have the right to enter a Unit or the Properties and remove any sign in violation of this Article III and such action shall not be deemed a trespass. The Board shall not be responsible for any damage done to a Unit, the Building or the sign in removing the non-conforming sign, and all costs of removing and caring for the non-conforming sign as incurred by the Board shall be assessed against the applicable Unit owner.

3.5 Protection of Owners and Others. No rule shall be adopted in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment) or in the initial Master Rules and Regulations.

(a) **Equal Treatment.** Similarly situated Owners shall be treated similarly by the Board and the Association; however, the Master Rules and Regulations may differ between floors and unit types.

(b) **Displays.** The rights of Owners to display political, religious and holiday signs, symbols, and decorations inside their Units shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions with respect to displays visible from outside a Unit. Such restrictions may be contained in the Master Rules and Regulations. No rules shall regulate the content of political signs. In addition to the foregoing, no Owner will display, hang or otherwise exhibit any banners, flags, placards, pictures or similar ornamentation of any kind in the windows of its Unit so as to be visible from the exterior of the Project.

(c) **Household Composition.** No rule shall interfere with the freedom of Owners to determine the composition of their households, provided, however, that the occupancy of each Unit shall be in accordance with the Town of Jackson Land Development Regulations.

(d) **Activities Within Dwellings.** No rule shall interfere with the activities carried on within the confines of dwellings. Notwithstanding the foregoing, the Association may restrict or prohibit any activities in Units that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, as applicable, that generate excessive noise or traffic, that create unsightly conditions visible outside a Unit, or that create an unreasonable source of annoyance as reasonably determined by the Board.

(e) **Insurance Rates.** Nothing shall be done or kept on the Properties that would increase the rate of insurance or cause the cancellation of insurance for any Unit or the Common Elements without prior written approval of the Board.

(f) **Allocation of Burdens and Benefits.** No rule shall alter the allocation of financial burdens among the various Units, as applicable, to the detriment of any Owner over that Owner's objection expressed in writing to the Association. This provision does not affect the right to increase the amount of assessments as provided by Article VIII.

(g) **Abridging Existing Rights.** If any rule would otherwise require an Owner to dispose of personal property that they maintained in or on a Unit prior to the effective date of such rule, or to vacate a Unit in which they resided prior to the effective date of such rule, and such property was maintained or such occupancy was in compliance with this Declaration and all rules previously in force, such rule shall not apply to any such Owner without their written consent.

(h) **Rights to Develop.** No rule or action by the Association or Board shall impede the Declarant's right to develop the Properties or any property annexed into the regime of the Properties as provided for herein.

(i) **Unsightliness.** The Limited Common Elements, including parking spaces, hallways, stairs, decking, walkways and patios, shall be kept in a neat and orderly fashion at all times. No exterior area may be used for the storage of recreational equipment.

The limitations in subsections (a) through (i) of this Section 3.5 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XIII.

3.6 Domestic Animals. Subject to the provisions of this Section 3.6, each Residential Unit and each Commercial Unit shall be entitled to house Household Pets as permitted by local ordinance, but in no event greater in number than as provided in the Bylaws, as the same may be amended from time to time, and as approved by the Board. The term Household Pet(s) means generally recognized Household Pets such as dogs, cats and birds. Household Pets may not be kept for any commercial purpose, may not cause an unreasonable amount of noise, odor, or waste, and may not otherwise become a nuisance to other Owners. All Owners or Occupants with Household Pets shall keep the animals restrained within the Common Elements in accordance with the leash laws of the Town of Jackson and Teton County, Wyoming, and shall clean up after their Household Pet. Pets shall be fed indoors or, if fed outdoors shall be fed in a manner as not to become a wildlife attractor. "Nuisance" means any noisy animal, any vicious animal, any non-domestic household pet, or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other property within the Properties. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. "Noisy animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Board shall have, and is hereby given, the right and authority to determine in its sole discretion that Household Pets are being kept for commercial purposes, or are otherwise a Noisy animal or a Nuisance, or that an Owner is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Association may require the owner or custodian of a dog that barks or howls excessively, or of a Household Pet with other offensive habits, to confine such animal indoors. Further, the Association may require an Owner, at its own expense, to remove a pet determined by the Association to be a Noisy animal or a Nuisance pet and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Unit and remove the Noisy animal or a Nuisance; it being understood that any such action shall not be deemed a trespass and that the Association may assess a penalty of \$500.00 per animal plus the costs of impoundment. On the third violation, in addition to the foregoing penalties, the Noisy animal or Nuisance shall be removed from the Properties and the Association has the right, in its sole discretion, to terminate the right of an Owner to keep Household Pets on the Properties. No Owner of any animal or animals impounded shall have the right to bring any action against the Association or any member thereof, for the impoundment of such animal(s).

No owner or keeper of any animal who is visiting or working on the Properties shall be permitted to allow such animals to run free. Also, no pet or animal shall be restrained by leash, cord, chain, rope, or other attachment fixed to any vehicle, post, tree, or other structure or object within the Properties thereby allowing such animal to become a nuisance or interfere with pedestrian or vehicular traffic in and around any public area within the Properties. Contractors, sub-contractors and any other person providing services to a Unit may not bring animals onto the Properties.

Notwithstanding any of the provisions of this Section 3.6 to the contrary, no Occupant leasing a Unit for a period shorter than thirty (30) consecutive days may bring any animals onto the Properties or into the Unit. In addition, any Occupant leasing a Unit for a period greater than thirty (30) consecutive days may bring animals onto the Properties or into the Unit only with the prior approval of the Board of Directors.

The Owner of a Residential Unit where a Household Pet is kept, as well as the legal owner of such pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of driveways, walkways or Common Elements affected by such Household Pet. All animals not considered to be a domestic Household Pet, including, but not limited to pigs, poultry, fowl, wild animals, cattle, sheep and goats, are prohibited from being maintained or cared for on the Properties or in a Unit thereof.

3.7 Vehicle Parking, Storage, Operation and Repair.

(a) The parking spaces (“Parking Spaces”) are reserved by the Declarant until such time as the individual Parking Spaces shall be assigned by the Declarant to an Owner for his or her exclusive use. After assignment of Parking Spaces by the Declarant, the Board may establish rules concerning the use of the Parking Spaces. The Board shall not have any control over the use or disposition of those Parking Spaces not assigned to an Owner by the Declarant. The Board shall also have full power and authority to regulate the Parking Spaces and all storage on the Property.

(b) Only Permitted Vehicles may be parked on the LCE – Parking. “Permitted Vehicles” shall mean all passenger automobiles and one ton or smaller pick-up trucks that fit within the designated parking space and do not extend beyond its boundaries. Any visitor parking areas designated within the Property may be used only for short-term parking of the vehicles of guests and invitees of Owners.

(c) No boats, trailers, buses, motor homes, campers (on or off road supporting vehicles), snowmobiles, go carts, recreational vehicles, golf carts, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (collectively, the “Prohibited Vehicles”) shall be parked or stored in or upon the LCE - Parking, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on any LCE - Parking. Notwithstanding the foregoing, Prohibited Vehicles may be temporarily parked on LCE - Parking for loading, delivery or emergency purposes, but only for the time required to accomplish such purpose, and as necessary for the construction or maintenance of the Properties upon compliance with the Master Rules and Regulations. An “abandoned or inoperable vehicle” shall mean any motorized vehicle that does not display a current valid motor vehicle license and registration tag or that does not have an operable propulsion system within the vehicle.

(d) If the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within seventy-two (72) hours thereafter, the Board shall have the right to remove and store the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the Owner granted the exclusive right to the LCE- Parking on which the vehicle is located and to enter upon such Limited Common Element for such purpose, all without liability on the part of the Board.

3.8 Nuisance. No noxious or offensive activity shall be carried on upon the Properties or any Unit within the Properties, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners or occupants in their enjoyment of their Unit, or in their enjoyment of the Common Area. Without limiting the foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Properties and improvements located thereon, shall be placed or used upon any Unit.

3.9 Hunting; Fireworks. No hunting or discharge of firearms shall be permitted on any portion of the Properties. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Properties; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

3.10 Garages. The garage doors for access to the LCE-Parking areas must be kept closed at all times when not immediately in use. Subject to the reservation of Declarant set forth in Section 9.2, only the Owners of those Units assigned and allocated LCE-Parking and LCE-Storage (and their tenants and invitees) shall be permitted to enter the garage areas where such parking and storage is located. The Owners of such Units (and their tenants and invitees) shall use the LCE-Parking and LCE-Storage assigned and allocated to each Unit in accordance with the provisions of this Declaration and the Master Rules and Regulations.

3.11 Approval of Window Coverings. The Board shall have the right to approve all window coverings on windows of Units contained within exterior walls. Each Owner shall submit to the Board a written request for approval of exterior window coverings, which request shall contain a description of such window coverings and any other documents or samples required by the Board for review of the request. The Board shall thereafter review the request and respond in writing to the applying Owner within fifteen (15) days of receiving the request either approving or denying the request for approval. If the request is denied, such Owner shall be prohibited from installing such window coverings. Failure by the Board to respond within the fifteen (15) day deadline shall be deemed approval of the request.

3.12 Storage of Firewood; Exterior Fires. The cutting and storage of firewood and flammable materials by an Owner is prohibited on the Property. Exterior fires are prohibited on the Property, except for gas barbeque fires contained within gas barbeque receptacles but in no event may charcoal grills, outdoor chimneys (or chimeneas), wood or similar cooking smokers, or fire pits be permitted on the Properties. The burning of trash, organic matter or miscellaneous debris shall be prohibited on the Property.

3.13 Restrictions Regarding Exteriors. No changes, modifications or improvements may be made to the exterior of any Unit without the approval of the Board. The following items are prohibited from being attached, stored or erected in any manner by an Owner on the LCE-Deck, LCE-Parking or within the General Common Elements: window boxes, hammocks, bird feeders, plastic flower/plant containers, umbrellas, sunshades, bicycles or any other recreational device (including kayaks, ski equipment or playground equipment), trash containers, decorative flags, prayer flags, signs, banners, placards, pictures, screens, outside clothing lines or other outside clothes drying or airing facilities, string lighting, children's toys or equipment, or any similar items. For each violation of this Section, the Association may assess a penalty of \$200.00 per violation in addition to the other remedies set forth in this Declaration.

3.14 Satellite Dishes. No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit, on the exterior of the Building and/or within the LCE-Deck. Declarant or the Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Building.

3.15 Establishment and Operation of Fitness Room. Declarant shall have the right and option, but not the obligation, to designate, establish and furnish a fitness room and/or gym area within the lower level General Common Elements (the "**Fitness Room**"). Use of the Fitness Room, including hours of availability and coordination of use, shall be subject to the terms of the Master Rules and Regulations, as the same may be amended from time to time. Replacement, repair and maintenance of any equipment and supplies, periodic cleaning of the Fitness Room, and the cost of insurance relating thereto, shall be Common Expenses and included in Base Assessments as provided in Section 8.1 of this Declaration. It is acknowledged and agreed that provision of any Fitness Room would be an accommodation and convenience for the Owners and Occupants of the Project. As a result, and notwithstanding anything to the contrary contained in this Declaration, use of any Fitness Room shall be

strictly at the risk of the Owner or Occupant using the same, and in no event shall the Declarant or the Association be liable for any injuries or damage to property stemming from such use.

**ARTICLE IV -
IMPROVEMENTS; CONSTRUCTION APPROVAL FOR COMMERCIAL UNITS
RESTRICTIONS ON USE; MAINTENANCE AND REPAIR BY OWNERS**

4.1 General.

(a) **Residential Units.** No improvements to a Residential Unit or LCE-Deck shall take place except in conformance with this Article IV. Any Owner may remodel, paint or redecorate the interior of its Residential Unit without approval of the Board. However, modifications to LCE-Deck or similar portions of a Residential Unit visible from structures outside of a Unit shall be subject to approval of the Board. Notwithstanding anything to the contrary contained in this Declaration, in no event will the owner of a Unit alter any structural element of the Project without the express written approval of the Board and the ARC.

(b) **Commercial Units.** The finish-out of the Commercial Units shall require an application to, and approval of such application by, the Architectural Review Committee for the Property (the “ARC”). This Article is intended to provide guidance to Owners, Builders and/or Architects regarding matters of particular concern to the ARC in considering applications hereunder.

(1) **Architectural Review Committee.** Declarant shall appoint the two (2) initial members to the Architectural Review Committee (“ARC”) and all replacements as long as Declarant owns any of the Units or any of the lands subject to annexation to this Declaration. Thereafter, all of the members of the ARC shall be appointed by the Board. The members of the ARC shall each serve a three (3) year term. The ARC may establish and charge reasonable fees to reimburse the ARC for review of applications hereunder and may require such fees to be paid in full prior to review of any application pursuant to this Article. The ARC may employ architects, engineers or other persons as deemed necessary to perform the review. The ARC shall include the reasonable compensation of such persons, if any, in the fee charged by the ARC to the applying Owner.

(2) **Design Guidelines.** Approval pursuant to this Article shall be in the sole and absolute discretion of the ARC. The Declarant shall have sole and full authority to amend this Article as long as it owns any portion of the Property, notwithstanding the reviewing authority of the ARC, unless Declarant delegates the power to amend to the ARC. Upon termination or delegation of the Declarant’s right to amend, the ARC shall have the authority to amend this Article with the consent of the Board. Any amendments to this Article shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to this Article, and such amendments may remove requirements previously imposed or otherwise make this Article less restrictive.

(3) **Procedures.** Prior to commencing any work within the scope of this Article (“Work”), an Owner shall submit to the ARC an application for approval of the proposed Work in such form as this Article or the ARC may specify, along with any fees required for review. Such application shall include plans and specifications in compliance with this Article showing square footage, site layout, interior materials and colors, lighting, and other features of proposed construction, as applicable (“Plans”). The ARC may require the submission of such additional information as may be reasonably necessary to consider any application. The Plans shall be in such form and shall contain such information as may be reasonably required pursuant to this Article. In reviewing each submission, the ARC must confirm that the

specifications required by this Article IV are met by the applicant and may consider any factors it deems relevant, including without limitation, the harmony of interior design with surrounding Units and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

The ARC shall, within thirty (30) days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The ARC may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. If the ARC fails to respond in writing within thirty (30) days of submission, approval shall be deemed to have been given, with the exception of any development proposed that is not in compliance with the Final Development Permit, which will be deemed automatically disapproved and denied. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with this Article unless a variance has been granted pursuant to Subsection (8). Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

Until expiration of the Declarant's rights under this Article, the ARC shall notify the Declarant in writing within three (3) business days after the ARC has approved any applications relating to proposed Work within the scope of matters delegated to the ARC by the Declarant. The notice shall be accompanied by a copy of the application and any additional information which the Declarant may require. The Declarant shall have ten (10) days after receipt of such notice to veto any such actions, in its sole discretion, by written notice to the ARC and the applicant.

- (4) **Obligation to Complete Construction.** If construction of the interior of a Commercial Unit does not commence within two (2) years after the date of approval of Plans, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to reapply for approval before commencing the proposed Work. Once construction has commenced (which commencement shall be measured from the breaking of ground on the Unit), it must be completed within eighteen (18) months from the date construction commenced unless otherwise specified in the notice of approval or unless the ARC grants an extension in writing. The ARC shall not be obligated to grant any extension but shall not unreasonably withhold such extension if construction of the improvement(s) is diligently pursued. Completion of improvements shall mean that a certificate of occupancy has been issued by the local governing body empowered to do so and that they are in a condition suitable for immediate occupancy by the Owner or its occupant. In the event construction is not complete within the time provided for herein, including any extensions approved by the ARC, the Owner shall be subject to a late completion penalty of One Hundred Dollars (\$100.00) per day until construction is complete. Such penalty shall be assessed to such violating Owner as a Specific Assessment.
- (5) **No Waiver of Future Approvals.** Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of this Article, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may

be unreasonable to require changes to the improvements involved, but the ARC may refuse to approve similar proposals in the future. Approval of applications or Plans for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

- (6) **Variances.** The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless approved in writing by the ARC; (b) be contrary to this Declaration; or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.
- (7) **Limitation of Liability.** The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties but shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements or compliance with plans and specifications, nor for ensuring that all interior finish out of Commercial Units are of comparable quality, value or size or of similar design. Neither the Declarant, the Association, the Board, any committee, nor member of any of the foregoing shall be held liable for general site work or for any defects in plans revised or approved hereunder, or for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Commercial Units. In all matters, the ARC and all persons comprising the ARC shall be defended and indemnified by the Association as provided in Section 7.6.
- (8) **Certificate of Compliance.** Any Owner may request that the ARC issue a certificate of architectural compliance certifying that there are no known violations of this Article. The ARC shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificate. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.
- (9) **Standard of Construction.** All improvements to the Property made by Declarant have been or will be constructed in accordance with all applicable town, county, state and federal building codes. Declarant does not warrant that its improvements to the Property exceed, in any manner, the minimum building standards required by applicable county, state and federal laws.
- (10) **Lighting.** Lighting fixtures shall not cause a nuisance to any adjacent Units. All interior lights shall be designed to avoid emission of glare or unreasonable brightness from any window, door or other opening in the building.

4.2 Enforcement. Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant or the Board, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming Work. Should an Owner fail to remove and restore as required, the Declarant, the Association or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the benefited Unit and collected as a Specific Assessment. Any contractor,

subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article may be excluded from the Properties, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Declarant, nor the Association its officers, or directors shall be held liable to any Person for exercising the rights granted by this Section. In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article.

4.3 Development and Use Restrictions. All development of the Properties shall conform to the following requirements:

(a) **Town Land Use Regulations.** Conformity with any and all applicable land use regulations of the Town of Jackson, Wyoming shall be required, in addition to the requirements of this Declaration.

(b) **Authorized Use for Residential Units.** Residential use shall be permitted in Residential Units, together with the keeping of Household Pets subject to the limitations set forth in this Declaration. In the interest of assuring consistent and high-quality maintenance and operation of the Residential Units, all companies providing property management or leasing services to the Residential Units, and all programs by which such services or activities are to be provided or undertaken with respect to the Residential units, shall be subject to prior approval by the Board, provided, however, that such approval shall not be unreasonably withheld, and provided further that such approval shall not result in retention of property management companies charging fees in excess of normal and customary rates for similarly situated properties in the local market.

(c) **Authorized Use for Commercial Units.** Subject to any further restrictions and exclusives filed by Declarant pursuant to Section 9.11, the Commercial Units may be used only for those uses approved by the Board. Property management use is prohibited for the Commercial Units.

4.4 Maintenance by Owners. Each Owner shall maintain, repair and replace, at such Owner's expense, all portions of the Owner's Unit, including internal installations such as appliances, heating, plumbing, electrical and air conditions fixture, and any other utility service facilities located within a Unit. It is also each Owner's responsibility to maintain, repair and replace, at such Owner's expense, the appurtenances to such Owner's Unit, including, without limitation, windows, doors, sliding doors, vestibules and entry-ways, and of all associated structures and fixtures therein. The forgoing obligations include, without limitation, the responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances. Subject to the Association's reservation set forth in Section 8.5(i), each Owner shall remove all snow, leaves and debris from the decking appurtenant to such Owner's Unit, in each instance without material adverse impact on any other Owner's use or enjoyment of its Unit or any Common Element, however notwithstanding anything herein to the contrary, the responsibility to maintain the staining and/or painting of the decking shall be the responsibility and expense of the Association. If any Owner fails to maintain, repair and/or replace the items that it is obligated to maintain, repair and replace, the Declarant and/or the Association shall be authorized, after providing fifteen (15) days' notice to the Owner, to enter upon the Unit to cure such failure and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

ARTICLE V – CONDOMINIUM DECLARATION

5.1 Estates of an Owner. The Project is hereby divided into Condominium Units, each consisting of a separate interest in a Condominium Unit and an undivided interest in common in the

Common Elements in accordance with the Final Plat which sets forth the Common Elements appurtenant to each Condominium Unit. The percentage of ownership interest in the Common Elements which is to be allocated to each Unit for purposes of voting, taxes, assessments and other charges under Wyoming statute § 34-20-104(a) and for purposes of liability shall be the same as set forth on **Exhibit "A."** Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The legal description of each Unit shall be as provided in Article V herein and as shown on the Condominium Plat.

5.2 Title. Title to a Condominium Unit may be held or owned by an entity and in any manner in which title to any other real property may be held or owned in the State of Wyoming.

5.3 Inseparability. No part of a Condominium Unit or of the legal rights comprising ownership of a Condominium Unit may be separated from any other part thereof during the period of Condominium Unit ownership prescribed herein, so that each Condominium Unit and the undivided interest in the Common Elements shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium Unit shall be presumed to be a gift, devise, request, transfer, encumbrance, or conveyance, respectively, of the entire Condominium Unit, together with all appurtenant rights created by law or by this Declaration.

5.4 Partition Not Permitted. The Common Elements shall be owned in common by all owners of Units and no Owner may bring any action for partition thereof.

5.5 Owner's Right to General Common Elements and Limited Common Elements. Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the General Common Elements shown on the Final Plat and defined herein. Each Owner shall have the exclusive right to use and enjoy the Limited Common Elements designated to such Owner on the Final Plat.

5.6 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium Unit. If any taxes or special district or other assessments may, in the opinion of the Association, become a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefore. Each Owner shall pay the taxes or assessments assessed against her/his Condominium Unit, or interest therein, or his/her interest in the Common Elements or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions, and assessments levied against the Project or any part of the Common Elements in proportion to her/his interest in the Common Elements, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at eighteen percent (18%) per annum from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Sections 8.8 and 8.9 hereof. Notwithstanding the foregoing, taxes, assessments, or other charges attributable to the Common Elements shall be apportioned among the Owners of Condominium Units as provided in Article VIII hereof.

5.7 Owner's Rights with Respect to Interiors. Except as provided in this Declaration, each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise maintain, refinish, and decorate the interior surfaces of the walls, ceilings, floors, doors and clean the exterior and interior surfaces of the windows, all of which form the boundaries of his/her Condominium Unit and all walls, ceilings, floors, and doors within such boundaries.

5.8 Declarant's Right Incident To Construction. Declarant, and persons it shall select, shall have the right to ingress and egress over, upon, and across the Common Elements, the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to complete development of the Project.

5.9 Legal Description. Every contract for the sale of a Condominium Unit and every other instrument affecting title to a Condominium Unit may describe that Condominium Unit by the number shown on the Final Plat and this Declaration as each appears on the records in the Office of the Teton County Clerk, in the following fashion:

Unit [X] as shown on the Final Plat of One Town Hill Condominiums Addition, as subdivision of the Pine Lodge Amended Addition to the Town of Jackson, appearing in the Records in the Office of the Teton County Clerk as Plat No. [X] as defined and described in Declaration of Condominium of One Town Hill Condominiums recorded in the Records in the Office of the Teton County Clerk, in Book [X] of Photo at Pages [X] to [X], and all amendments or supplements thereto.

Such description will be construed to describe the Condominium Unit, together with the appurtenant undivided interest in the Common Elements and to incorporate all the rights incident to ownership of a Unit and all the limitations on such ownership as described in this Declaration.

5.10 Right to Combine Units. Declarant reserves the right for itself and for each Owner to physically combine the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Units in the future. Declarant reserves the right for itself and for each Owner to designate and convey to any purchaser of such combined Units as additional Limited Common Elements any walls, floors, or other structural separations between Units so combined, or any space which would be occupied by such structural separations but for the combination of the Units. Such structural separations and such space shall automatically become Common Elements if the combined Units become subject to separate ownership in the future.

ARTICLE VI – THE ASSOCIATION AND ITS MEMBERS

6.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area. The Association also shall be the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Wyoming.

6.2 Membership. Every Owner of a Unit, by virtue of their purchase of a Unit or the acceptance of a deed therefore, shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(a), and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner that is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association except where such privileges may be restricted by the Master Rules and Regulations.

6.3 Voting. The Association shall have one class of membership. The total number of votes that may be cast by all members of the Association shall be set as provided for in the Bylaws, and each Owner shall be entitled to vote in the percentages shown on **Exhibit "A"** attached hereto. All votes shall be cast as provided in Section 6.3(a).

(a) **Exercise of Voting Rights.** The vote for each Unit owned by a Member shall be exercised by the Owner of the Unit. In any situation where there is more than one Owner of such Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it in a conflicting manner.

(b) **Commencement of Voting Rights.** Voting rights as to each Unit shall vest upon the commencement of assessment obligations for such Unit.

Only Owners of Units within a Neighborhood may vote on matters regarding Neighborhood Expenses attributable to such Neighborhood. Notwithstanding the foregoing, no action or inaction may occur by any Neighborhood that would be contrary to or in violation of the Community-Wide Standard.

6.4 Creation of Neighborhoods. There shall be five Neighborhoods within the Properties as follows:

(a) **Commercial Neighborhood.** The Commercial Neighborhood shall consist of the Commercial Units.

(b) **Second Floor Neighborhood.** The Second Floor Neighborhood shall consist of the Units designated on the Condominium Plat as Units 200, 201, 202, 203 and 204.

(c) **Third Floor Neighborhood.** The Third Floor Neighborhood shall consist of the Units designated on the Condominium Plat as Units 300, 301, 302, 303, 304, 305, 306 and 307.

(d) **Fourth Floor Neighborhood.** The Fourth Floor Neighborhood shall consist of the Units designated on the Condominium Plat as Units 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410 and 411.

(e) **Fifth Floor Neighborhood.** The Fifth Floor Neighborhood shall consist of the Units designated on the Condominium Plat as Units 500, 501, 502, 503, 504, 505, 506, 507 and 508.

6.5 Association Board of Directors. The Association shall have not less than three (3) nor more than seven (7) directors. Notwithstanding any other provision set forth herein or in any of the Governing Documents, the initial Board and all replacements shall be appointed by the Declarant for three (3) year terms until the expiration of the Declarant rights as provided in Section 9.12. Each director appointed by the Declarant shall serve (irrespective of the expiration of a term) until the earlier of the appointment of his or her successor by Declarant, or his or her death, resignation or removal. Following the expiration of the Declarant's rights, the Directors shall be elected and shall serve as provided in the Bylaws.

6.6 Neighborhood Committees. Neighborhood Committees may be established by the Board for any of the Neighborhoods in the Association to accomplish a specific purpose. Thereafter, the Board may suspend a Neighborhood Committee at any time if the Board determines such committee's purpose has been achieved or such committee is no longer necessary. Each committee member shall be a Member in good standing and an Owner of a Unit in the Neighborhood on which committee they serve.

ARTICLE VII – ASSOCIATION POWERS AND RESPONSIBILITIES

7.1 Acceptance and Control of Association Property.

(a) The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property.

(b) The Declarant and its designees may convey real or personal property to the Association and the Association shall accept such property.

7.2 Maintenance of Common Area.

(a) The Association shall maintain, repair and replace all utility services or other types of elements and easements that are utilized in common, such as, but not limited to, sewer or water lines, up to the connection point at the boundary of each Unit.

(b) The Association shall maintain, in accordance with the Governing Documents, the General Common Elements as designated on the Final Plat, including but not limited to, the maintenance, repair and replacement of all heat pumps utilized by more than one Unit, siding, roofing, stairwells, driveways, foyers, trees, fitness room, and sidewalks.

(c) The Association shall maintain and repair all LCE-Parking.

(d) The Association shall maintain and repair all foyers and stairwells within the Limited Common Elements.

(e) The Association shall maintain and repair the doors located within the Limited Common Elements – Storage.

(f) The Association shall maintain the bathrooms located within the Limited Common Elements-Commercial.

The costs associated with the maintenance, repair and replacement of those items that the Association is obligated to maintain, repair and replace in the GCE shall be a Common Expense; provided, if the Board reasonably determines that the expenses associated with the maintenance, repair or replacement is necessitated by the act, negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such maintenance, repair or replacement against such Owner(s) and their Units as a Specific Assessment.

Any expense associated with the maintenance, repair or replacement of improvements within a Limited Common Element shall be assessed as a specific assessment against the Units to which the Limited Common Element is assigned. If the LCE is jointly assigned to several Units, such expense shall be prorated equally among such Units. For example, the maintenance of the LCE-Parking areas designated to the Units in the Second Floor Neighborhood shall be Neighborhood Expenses assessed specifically against the Units in the Second Floor Neighborhood.

7.3 Insurance.

(a) **Required Coverages.** The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering “risks of direct physical loss” on a “special form” basis (or comparable coverage by whatever name denominated) for all Units and insurable improvements within the Properties. If such coverage is not generally available at reasonable cost, then

“broad form” coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements (including all Units) under current building ordinance and codes;

(ii) Commercial general liability insurance on the Common Elements and Units, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars (\$1,000,000.00) per occurrence with respect to bodily injury and personal injury and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall have the option to obtain such additional coverages or limits. If the policy does not contain “severability of interest” in its terms, the Association shall acquire an endorsement to preclude the insurer’s denial of a Unit Owner’s claim because of negligent acts of the Association or of other Unit Owners;

(iii) Such additional insurance as the Board, in its best business judgment, determines advisable; and

(iv) In addition to the foregoing insurance policies and other additional policies required by the Board in its best business judgment as set forth in Section 7.3(a)(i)-(iii), above, the Association shall obtain Directors and Officers insurance covering the Board of Directors and its individual members and creating liability protection for economic loss resulting from business-related negligence, errors or wrongdoing on the part of the Board of Directors and its individual members, excepting from such coverage fraudulent or criminal conduct on the part of the Board. Such Directors and Officers insurance policy shall protect individual directors and officers from losses not indemnified by the Association pursuant to this Declaration or other Governing Instruments, and shall cause the insured Board of Directors and individual members thereof to be insured, indemnified and defended against any claims, liabilities or amounts that the Board of Directors may be obligated to pay or answer for claims made against the Board or its individual members.

Premiums for all insurance on the Common Elements and the Units shall be assessed by the Board as a Common Expense. Premiums for all insurance on the Units shall be assessed against the Unit owners as a Specific Assessment the cost of which shall be divided pro-rata among the Unit Owners according to those percentages set forth on **Exhibit “A”**.

(b) **Policy Requirements.** All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage except for the deductible attributable to the insured loss of an insured Unit the cost of which shall be a Specific Assessment as provided for in Section 7.3(a). However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with procedures adopted by the Board, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Unit as a Specific Assessment.

All insurance coverage obtained by the Board shall:

(i) Be written with a company authorized to do business in the State of Wyoming;

(ii) Be written in the name of the Association as trustee for the benefited parties, including the Declarant.

(iii) Not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) Contain an inflation guard endorsement;

(v) Include an agreed amount endorsement if the policy contains a co-insurance clause;

(vi) Provide a waiver of subrogation under the policy against any Owner or family member of an Owner;

(vii) Include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(viii) Include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association;

(ix) Provide that the policy will be primary, even if an Owner has other insurance that covers the same loss.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(1) A waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, its attorneys, the Owners and their tenants, servants, agents, and guests;

(2) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(3) An endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(4) An endorsement requiring at least thirty (30) days prior written notice to the Association and to all Mortgagees and Guarantors of Units of any cancellation, substantial modification, or non-renewal;

(5) A provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any related to the loss.

(c) **Restoring Damaged Improvements.** In the event of damage to or destruction of property that the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring

the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the property shall be repaired or reconstructed unless the Board, using reasonable judgment and in reliance upon professional estimates and advice, determines either that i) such full repair and/or restoration is physically impossible; or ii) available insurance proceeds are less than eighty percent (80%) of the cost of such repair and/or restoration, and at least seventy-five percent (75%) of the Owners of damaged or destroyed Units decide, within sixty (60) days after the determinations set forth in i) and ii) above have been made, not to repair or reconstruct. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the insured improvements shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, then the insurance proceeds shall be paid to the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) as their interests are determined based upon the square footage size of each Unit and the insurance proceeds available. All mortgages, liens and other charges against the Units shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s).

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members or the Owners of Units, as appropriate, and placed in a capital improvements account.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3(a).

7.4 Compliance and Enforcement.

(a) Every Owner and Occupant of a Unit shall comply with (1) the Governing Documents, (2) the codes, rules, ordinances and orders of the Town of Jackson applicable to their Unit and/or the Project, including those relating to rental of the Units, and (3) the reasonable and customary underwriting requirements of any insurance company providing insurance on any portion of the Project. The Board may impose sanctions for violation of the any of the foregoing after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

(i) Imposing reasonable monetary fines (which shall not, except in the case of nonpayment of assessments, constitute a lien upon the violator's Unit). In the event that any occupant, guest or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board. The fine, in either circumstance, shall be a Specific Assessment against the Owner;

(ii) Suspending an Owner's right to vote;

(iii) Suspending any Person's right to use any Common Elements; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(iv) Suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(v) Exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) Requiring an Owner, at its own expense, to remove any structure or improvements in violation of Article III and/or Article IV and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass. Any costs incurred by the Board in bringing a non-conforming Unit into compliance shall be assessed to such Owner as a Specific Assessment;

(vii) Without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article III and/or Article IV from continuing or performing any further activities in the Properties; and

(viii) Levying Specific Assessments to cover costs incurred by the Association, including reasonable attorneys' fees incurred, to bring a Unit into compliance with Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the Bylaws:

(1) Exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

(2) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility after written notice specifying the maintenance required and a reasonable opportunity to perform such maintenance, the Association may record a notice of violation in the Public Records or perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

(b) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction, or rule.

All remedies set forth in the Governing Document shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The Association may enforce applicable city and county ordinances, if applicable, and permit the Town of Jackson, Wyoming to enforce ordinances within the Properties for the benefit of the Association and its Members.

7.5 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board, or delegated to a Neighborhood Committee or the ARC without a vote of the membership.

7.6 Indemnification of Officers, Directors and Others. The Association shall indemnify every current and former officer, director, and committee member against all damages and expenses, including attorneys fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement or any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under Wyoming law and the Bylaws.

7.7 Maintenance of Association Standing. The Association shall be obligated to maintain itself in good standing with the Wyoming Secretary of State and any other governmental entities having jurisdiction over the activities or existence of the Association.

7.8. Powers of the Association Related to Neighborhood Committees. The Association shall have the power to veto any action taken or contemplated to be taken by any Neighborhood Committee that the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association shall also have the power to require specific actions to be taken by any Neighborhood Committee in connection with its obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefor.

ARTICLE VIII – ASSOCIATION FINANCES

8.1 Budgeting and Allocating Common Expenses; Base Assessments. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.3. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from

sources other than assessments levied against the Units, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments against each.

The Association is hereby authorized to levy Base Assessments against all Units subject to assessment under Section 8.7 to fund the Common Expenses. The liability for Common Expenses described herein shall be allocated to each Unit in accordance with those percentages set forth on **Exhibit “A”** for each Unit.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner not less than thirty (30) days prior to the effective date of such budget. Such budget and assessment shall automatically become effective unless subject to the limitation on increases of assessments provided for in Section 8.6.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.6.

8.2 Budgeting and Allocating Neighborhood Expenses. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. Each such budget shall include any costs for additional services or a higher level of services that the Owners in such Neighborhood have approved pursuant to Section 6.3 and any contribution to be made to a reserve fund pursuant to Section 8.3. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount required to be generated through the levy of Neighborhood and Special Assessments against the Units in such Neighborhood. The liability for Neighborhood Expenses described herein shall be allocated to each Unit in accordance with those percentages set forth on **Exhibit “A”** for each Unit in a Neighborhood.

The Association is hereby authorized to levy Neighborhood Assessments equally against all Units which are subject to assessment under Section 8.7 to fund Neighborhood Expenses.

The Board shall cause a copy of the Neighborhood budget and notice of amount of the Neighborhood Assessment for the coming year to be delivered to each Owner in the Neighborhood not less than thirty (30) nor more than sixty (60) days prior to the beginning of the fiscal year; provided, however, if the Neighborhood Assessment is increased from previous year's Neighborhood Assessment, the Board shall send notice of the increase by the first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the increased Neighborhood Assessment becoming due. Such Neighborhood budget and Neighborhood Assessment shall automatically become effective unless subject to the limitation on increases of assessments provided for in Section 8.6.

Failure of the Members to approve a Neighborhood Assessment or failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event,

each Owner shall continue to pay Neighborhood Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

The Board may revise the budget for any Neighborhood and the amount of any Neighborhood Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.6.

8.3 Budgeting for Reserves. The Board shall prepare and review at least annually a reserve budget for the Common Elements and other assets of the Association and for each Neighborhood for which the Association maintains capital items as a Neighborhood Expense. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1 or the Neighborhood Expense budgets adopted pursuant to Section 8.2, as appropriate, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect to both amount and timing by annual contributions over the budget period.

8.4 Special Assessments. In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.6, levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied: (i) against the entire membership if such Special Assessment is for Common Expenses; or (ii) against an individual Unit or Neighborhood if such Special Assessment is for an unbudgeted expense relating to less than all of the Properties. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice of the Special Assessment by first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

8.5 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Unit as follows:

- (i) To cover the cost of providing services to a Unit, including but not limited to snow removal on LCE-Decking and LCE-Parking, the Association hereby reserving the right to retain one or more contractors to perform such snow removal for all of the Residential Units. Specific Assessments may be levied in advance; and
- (ii) To cover costs incurred in bringing a nonconforming Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a nonconforming Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the nonconforming Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this Section.

8.6 Limitation on Increases of Special Assessments. Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association for actual costs for insurance required by Section 7.3 of this Declaration, the Board may not impose a Special Assessment that in the aggregate exceeds twenty percent (20%) of the budgeted Common Expenses for the current fiscal year, without a majority vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all of the Members of the Association.

For purposes of this Section, “quorum” means more than fifty percent (50%) of the total voting power of the Association subject to the applicable assessment. For purposes of this Section, the term “Base Assessment” shall be deemed to include the amount assessed against each Unit for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation justifying a Special Assessment may be, but shall not be limited to, any one of the following:

- (a) An extraordinary expense required by an order of a court;
- (b) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered; or
- (c) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which expense could not have been reasonably foreseen by the Board in preparing and distributing the budget as provided for in Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment.

8.7 Authority to Assess Owners; Date of Commencement of Assessments; Time of Payment. The Declarant hereby establishes that the Association is authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. Subject to Sections 8.1 and 8.8, the obligation to pay the assessments provided for herein shall commence as to all Units on the first day of the month following the first conveyance of a Unit to an Owner not affiliated with the Declarant. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Unit. Any assessments collected but not spent prior to the Association incurring expenses shall be placed into the Association’s reserve account for maintenance, repair and replacement of the Common Elements and any other common amenities.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, annual assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.8 Personal Obligation.

(a) Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum or such other rate as the Board may establish, subject to the limitations of Wyoming law), late charges as determined by Board resolution, costs, and reasonable attorneys’ fees, shall be the personal obligation of each Owner and a lien upon each Unit until paid in full. Upon a transfer of title to a Unit, the grantee shall not be personally liable for any assessments and other charges due at the time of conveyance unless expressly assumed by him/her, but such transferred Unit shall remain subject to any liens imposed upon it pursuant to Section 8.9 herein.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself or herself from liability for assessments by non-use of the Common Elements, by abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) **Declarant's Obligations for Assessments.** The Declarant is subject to the payment of assessments against Units that it owns.

8.9 Lien for Assessments. Each Owner, by his or her acceptance of a deed to a Unit, hereby vests in the Association and its agents the right and power to bring all appropriate actions against such Owner personally for the collection as a debt of any unpaid and delinquent billings for Base Assessments, Special Assessments, Specific Assessments, Neighborhood Assessments, interest, late fees, enforcement costs and other charges owing by such Owner in accordance with the terms hereof. Additionally, in order to secure payment of any billings for Base Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs (including reasonable attorney fees) and other charges due hereunder, Declarant hereby retains, and each Owner by his or her acceptance of a deed to a Unit, hereby grants the Association and its agents a lien for such Base Assessments, Neighborhood Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs and other charges for which such Owner is responsible under the terms hereof. The Board, acting on behalf of the Association, is authorized to record a notice of any unpaid amounts secured by such lien in the Public Records, which shall include a description of the applicable Unit and the name of the Owner thereof and the basis for the amount of the lien. Said lien shall be enforceable by the Association or its agents through all appropriate methods available under applicable Wyoming law for the enforcement of such liens, including without limitation, non-judicial foreclosure, and the Declarant and each such Owner hereby expressly grant to the Association a power of sale in connection with said lien. The Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Public Records. The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. Notwithstanding the foregoing, any first Mortgagee that obtains title to a Unit after the sale or transfer of any Unit pursuant to foreclosure (or deed in lieu of foreclosure) shall not be subject to any lien amounts that represent more than six (6) months of unpaid charges relating to the Unit (including assessments and costs related to the collection of the unpaid dues) in question that arose prior to such sale or transfer. Any unpaid assessments associated with the foregoing (those lien amounts that represent more than six (6) months of unpaid charges) shall be deemed to be Common Expenses collectible from Owners of all Units and the lien shall be extinguished with respect to such lien amounts that represent more than six (6) months of unpaid charges.

Notwithstanding the foregoing, after any such foreclosure or deed in lieu of foreclosure, such Unit shall remain subject to this Declaration and the new Owner of such Unit shall thereafter be personally liable for all charges of the type described above which relate to such Unit which become due after such new Owner acquires title to said Unit by foreclosure or by acceptance of a deed in lieu of foreclosure. Except as otherwise provided above as to holders of first Mortgages that obtain title to a Unit after the sale or transfer of any Unit pursuant to foreclosure (or deed in lieu of foreclosure) or by applicable law, no sale or transfer of any Unit shall: (a) relieve any Owner thereof from personal liability for any of such unpaid charges attributable to the applicable Unit which become due prior to the date of such sale or transfer; or (b) satisfy or extinguish the above-described lien in respect of such unpaid charges.

ARTICLE IX – ADDITIONAL RIGHTS RESERVED TO DECLARANT

9.1 Expansion by the Declarant. Until the Declarant has sold 100% of the Properties subject to this Declaration, the Declarant may annex additional properties into the regime of this Declaration provided such property is contiguous to the Properties. Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

9.2 Additional Covenants and Easements. The Declarant may subject any portion of the Property to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the various Assessments as provided for herein. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration.

9.3 Effect of Filing Supplemental Declarations. Any Supplemental Declaration filed pursuant to this Article shall be effective upon recording in the Public Records unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

9.4 Marketing. Declarant reserves the right for itself and its agents to install and maintain flags, banners and/or signage within the Properties and to conduct sales activities within the Properties (including, but not limited to, conducting open houses for brokers and prospective purchasers within model Units and performing other forms of advertising) for purposes of marketing and advertising the Properties and its agents.

9.5 Budget Considerations. As additional properties are annexed to the Properties pursuant to this Article IX, the budget of the Association may be affected, as well as assessment obligations of the Owners as a result thereof.

9.6 Right to Assign Limited Common Elements – Parking and Limited Common Elements - Storage. Declarant hereby reserves the right to assign LCE-Parking and LCE- Storage to specific Units by filing Supplemental Declarations in the Public Records. The Board reserves the right to reassign and reallocate parking spaces among Unit Owners by Filing Supplemental Declarations, so long as each Owner has the parking it is entitled to under the provisions of this Declaration.

9.7 Right to Approve Additional Covenants. So long as Declarant owns any property subject to this Declaration, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

9.8 Right to Approve Changes in Community Standards. No amendment to or modification of any Master Rules and Regulations shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns property subject to this Declaration.

9.9 Right to Appoint Members of Board. The Declarant hereby reserves the right to appoint and/or remove all members of the Board of Directors of the Association and any and all members of any committees created by the Board. Following the expiration of the Declarant's rights, the Directors shall be elected and shall serve as provided in the Bylaws.

9.10 Right to Delay Commencement of Association, Meetings or Assessments. The Declarant hereby reserves the right to delay the filing of the Articles for the Association, creation of Bylaws and Master Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as required hereunder and in the Bylaws. In the event that the Declarant elects to delay the creation of the association, the rights, but not the obligations, of the Association created by this Declaration are hereby assigned to the Declarant until such time as the Association is created.

9.11 Right to Allocate Exclusive Use Rights to a Commercial Unit. The Declarant hereby reserves the right to create additional restrictions on the uses of all or any portion of the Commercial Units through separate recorded instruments, it being the intent of the Declarant to provide exclusive use rights appurtenant to certain Commercial Units at the sole option of Declarant.

9.12 Right to Amend Plat. The Declarant hereby reserves the right to amend the Plat to provide for the orderly development of the Properties as determined by the Declarant. By accepting a deed for their Unit, an Owner acknowledges the Declarant's rights as set forth in this Section 9.12 and expressly consents thereto.

9.13 Termination of Rights. The rights contained in this Article shall not terminate until the Declarant, or any person affiliated with Declarant, is no longer a record owner of any real property subject to this Declaration unless Declarant elects to terminate such reservations at an earlier date. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof.

9.14 Right to Meeting Minutes, Meeting Attendance. Notwithstanding the limitations set forth in Section 9.13, the Declarant shall be provided complete minutes of all meetings of the Association or the Board held during the period of ten (10) years following the date of Declarant's sale or other conveyance of the last of the Units to an unrelated third party. In addition, Declarant shall have the right, but not the obligation, to attend meetings of the Association or the Board for a period of ten (10) years following the date of Declarant's sale or other conveyance of the last of the Units to an unrelated third party, notwithstanding Declarant's earlier sale or other transfer of all of its interest in the Project. Declarant shall be provided notice of such meetings in the matter and upon the timeframes applicable to Owners.

9.15. Right to Cure Alleged Defects. It is Declarant's intent that all improvements constructed or made by Declarant in the Project be built or made in compliance with all applicable building codes and ordinances and that such improvements be of a quality that is consistent with the Community-Wide Standard. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Declarant's responsibility therefor. It is Declarant's intent to resolve all disputes and claims regarding Alleged Defects (as defined below) amicably, and without the necessity of time-consuming and costly litigation. Accordingly, the Association, the Board and all Owners shall be bound by the following claim resolution procedure:

(a) **Declarant's Right to Cure.** In the event the Association, the Board or any Owner or Owners (collectively, "Claimant") claim, contend or allege that any portion of the Project, including, without limitation, any Unit, and/or any improvements constructed on the Project, are defective or that Declarant or its agents, consultants, contractors or subcontractors were negligent in the planning, design, engineering, grading, construction or other development thereof (any of the foregoing, an "Alleged Defect"), Declarant hereby reserves the right to inspect, repair and/or replace such Alleged Defect as set forth herein.

(b) **Notice to Declarant.** In the event that a Claimant discovers any Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant in writing, at the address at which Declarant maintains its principal place of business, of the specific nature of such Alleged Defect ("Notice of Alleged Defect").

(c) **Right to Enter, Inspect, Repair, and/or Replace.** Within a reasonable time after the receipt by Declarant of a Notice of Alleged Defect, or the independent discovery of any Alleged Defect by Declarant, as part of Declarant's reservation of rights, Declarant shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Unit, and/or any improvements or other portion of the Project for the purposes of inspecting and, if deemed necessary by Declarant, repairing and/or replacing such Alleged Defect. In conducting such inspection, repairs and/or replacement, Declarant shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

(d) **Legal Actions.** No Claimant shall initiate any legal action, cause of action, proceeding, reference or arbitration against Declarant alleging damages (i) for the costs of repairing or the replacement of any Alleged Defect, or (ii) for the diminution in value of any real or personal property resulting from such Alleged Defect, unless and until (1) Claimant has delivered to Declarant a Notice of Alleged Defect and (2) Declarant has, within ninety (90) days after its receipt of such Notice of Alleged Defect, either (x) failed to repair or replace such Alleged Defect or (y) if such Alleged Defect cannot reasonably be repaired or replaced within such ninety (90) day period, failed to commence such repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such repair or replacement to completion. Any such action undertaken on behalf of the Association shall also require, as a prerequisite to such action, the approval of not less than sixty-six percent (66%) of the Owners and not less than sixty-

six percent (66%) of the Mortgagees. In no event will Declarant be liable for, nor shall any Claimant be entitled to pursue, consequential damages resulting from any Alleged Defect.

(e) **No Additional Obligations; Irrevocability and Waiver of Right.** Nothing set forth in this Section 9.15 shall be construed to impose any obligation on Declarant to inspect, repair or replace any item or Alleged Defect for which Declarant is not otherwise obligated under applicable law. The right of Declarant to enter, inspect, repair, and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and recorded by Declarant in the Public Records.

(f) **Waiver.** Notwithstanding anything to the contrary in this Section 9.15, (i) Declarant hereby disclaims any representations and warranties in respect of, shall have no continuing liability to any Owner for, any design or construction defects (whether known or unknown) relating to the Project, including latent defects, and (ii) the provisions of this Section 9.15 in no way extend or modify any contractual waivers or statutes of limitation or statutes of repose.

(g) **Amendment.** Notwithstanding any other provision of this Declaration to the contrary, the provisions of this Section 9.15 may be amended only with the written consent of Declarant, any such amendment being applicable only to Alleged Defects with respect to which a Notice of Alleged Defect is delivered after the date of such amendment.

ARTICLE X – EASEMENTS

10.1 Easements in Common Elements. The Declarant grants to each Owner a non-exclusive right and easement of use (subject to the rights of other Owners, Members and the Association), access, and enjoyment in and to the General Common Elements. The Declarant grants to each Owner (subject to the rules, regulations, and restrictions contained in the Governing Documents) an exclusive right and easement of use, access, and enjoyment in and to the Limited Common Elements that are appurtenant to the Unit(s) owned by such Owner, which shall include without limitation the storage, decking, foyers, stairwells, bathrooms and parking areas. Such exclusive right and easement of use, access, and enjoyment in the Limited Common Elements shall not be severable from the Unit to which it is appurtenant.

The foregoing grants are subject to:

(a) The restrictions, rules and regulations set forth in the Governing Documents and any other applicable covenants;

(b) Any restrictions or limitation contained in any deed or easement conveying such property or easement to the Association;

(c) The right of the Board to adopt rules regulating the use and enjoyment of the Common Elements;

(d) The right of the Board to suspend the right of an Owner to use the Common Elements (i) for any period during which any charge or assessment against such Owner's Unit remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the Bylaws.

Any Owner may extend his or her right of use and enjoyment of the Common Area to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Unit, subject to the terms and conditions of this Declaration, shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease.

10.2 Easements for Utilities and Infrastructure.

(a) All dedications, limitations, restrictions and reservations of easements, including those for drainage, prepared and recorded by Declarant and/or set forth on the Plat are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration.

(b) The Declarant hereby grants to the Association and each Owner of a Unit, and, so long as the Declarant owns a Unit, reserves for itself, and reserves the right to grant to utility providers, the Association, and the owners of any of the Units perpetual non-exclusive utilities easements located as described on the Plat for the purpose of:

(i) Installing utilities and infrastructure, including without limitation, water and sewer systems, cable and other systems for sending and receiving data and/or other electronic signals; signage; security and similar systems; roads, sidewalks, bicycle racks, pathways and drainage systems; to serve the Properties;

(ii) Inspecting, maintaining, repairing and replacing such utilities and infrastructure to serve the Properties; and

(iii) Access to read utility meters.

(c) All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

(d) In order to adequately serve each Unit and the General and Limited Common Elements, utility facilities may be constructed and may encroach on a Unit(s). An easement for such encroachment and for the maintenance of the same shall and does hereby exist.

10.3 Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over the Common Elements as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Unit, but not to enter any structure thereon, for emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with the Governing Documents and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. Some of the General Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all General Common Elements from time to time during such reasonable hours as may be necessary for the

maintenance, repair, or replacement of any of the General Common Elements located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the General Common Elements or to any Unit or Units. The Association shall also have such right independent of any agency relationship. The President of the Association and the Building Property Manager (if any) shall each have a master key to all Units for the purpose of gaining access to any Unit for repairs, maintenance and emergencies as provided herein. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the General Common Elements or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners of the General Common Elements; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article VIII.

10.4 Easements for Cross-Drainage. Every Unit shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Unit to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected Unit and the Board.

10.5 Easement for Emergency Vehicles. The Properties are hereby burdened with an easement allowing all policemen, firemen, ambulance personnel, and similar emergency personnel entry to perform their duties, including the enforcement of traffic regulations.

10.6 Easement for Encroachments. If any part of the Common Elements encroaches or shall hereinafter encroach upon a Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Elements, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Elements or the Units. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair or reconstruction or any part thereof in accordance with the original plans and any encroachment due to building overhang or projection.

10.7 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Elements necessary for access to her/his Unit and to the Limited Common Elements designated for use in connection with his/her Unit, and shall have the right to the horizontal and lateral support of her/his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

10.8 Easements for Recreation and Resort Area Development. It is recognized by the Declarant and by each Owner by acceptance of a deed for a Unit that the One Town Hill Condominiums is part of the Snow King Resort District. Declarant hereby reserves easements in favor of Snow King Mountain Recreation, LLC and Snow King Holdings, LLC, and their respective successors and assigns, for ski area and recreational operations, specifically including for noise impacts from snow making operations, avalanche control operations, grooming operations, lift and construction operations, ski run grading operations, skier use, and all other recreational uses and resort activities, together with easements for light impacts that may be occasioned by night skiing, other common ski resort activities, and other recreation or resort-like activities.

ARTICLE XI – AMENDMENT OF DECLARATION

11.1 By Declarant. In addition to any specific amendment rights granted elsewhere in this Declaration, until the conveyance of sixty percent (60%) of the Units to an Owner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose, provided that any such amendment or repeal does not materially adversely affect the rights or interests of any other Owner. Thereafter, and until such time as Declarant no longer owns any interest in the Project, Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) correct clerical, typographical or technical errors, or to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) enable any institutional lender, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or any successor or similar governmental authority to make, purchase, insure or guaranty mortgage loans on the Units; (iv) to satisfy the requirements of any local, state or federal governmental agency, including any department of real estate or real estate commission, (v) correct or reflect modifications to, or discrepancies in, the physical attributes of the Project, including the size, location and configuration of Units and Common Elements, that may have arisen during construction of the Project, or (iv) to satisfy the reasonable and customary underwriting requirements of any insurance company providing insurance on any portion of the Project.

In addition to the foregoing, for as long as Declarant owns a Unit, Declarant shall have the right to (a) relocate the boundaries of and between two adjoining Units, (b) physically combine a part of or combination of parts of the space of one Unit with a part of or combination of parts of the space within one or more adjoining Units, or (c) subdivide a Unit or part of a Unit to create additional Units (in each case, provided that the affected Units are owned by Declarant). Before exercising its rights herein, Declarant must obtain all necessary approvals from any governmental authority having jurisdiction over the Project before exercising its rights herein. Declarant shall be permitted to execute and record any amendment to the Declaration or the Condominium Plat, or both, effectuating the relocation of boundaries of, combination or subdivision, or redesignation of Unit(s). If Declarant requires, whether for title purposes, governmental approvals or otherwise, the Board shall ratify the action in connection with effectuating such relocation of boundaries, combination or subdivision, or redesignation of Unit(s), and take such necessary actions in connection therewith if the requirements in this section have been satisfied.

Notwithstanding the foregoing reserved amendment rights of Declarant, Declarant shall obtain written consent of mortgagees that represent at least 51% of the votes of Owners that are subject to mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

11.2 By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least sixty-six percent (66%) of the Members.

11.3 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within thirty (30) days of its recordation, or such

amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

ARTICLE XII - MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his/her agent or her/his contractor or subcontractor shall be the basis for the filing of a lien against the Unit of any other Owner, or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the owner of any Unit in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project or any portion thereof, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner of that portion of the Project. Any Owner may remove his/her Unit from a lien against two or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to her/his Unit.

ARTICLE XIII – MISCELLANEOUS

13.1 Registration of Mailing Address; Notice; Implied Approval of Mortgagees and Guarantors. Each Owner shall register his/her mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Association Bylaws. All notices or demands intended to be served to a Mortgagee or guarantor of a recorded mortgage shall be given by registered or certified mail, postage prepaid, return receipt requested. Any notice referred to in this Section to an Owner or the Association shall be deemed given when deposited in the United States mail in the form provided for in this Section. Any notice referred to in this Section to a Mortgagee or guarantor of a mortgage of record shall be deemed given when such entity or person receives such notice; provided, however, that if such Mortgagees or guarantors fail to respond to any request within 60 days after receipt of proper notice of the request (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

13.2 Exhibits. The exhibits attached to this Declaration are incorporated by this reference and amendments of such exhibits shall be governed by this Article.

13.3 No Waiver. The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the covenant, condition or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

13.4 Owner's Obligations Continue. The Owner of a Unit shall have no obligation for expenses or other obligations accruing after he/she sells his/her entire interest in such Unit.

13.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

13.6 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

13.7 Construction by Declarant. Nothing in this Declaration, or any action taken by the Association, shall limit the right of Declarant to complete construction of improvements to the Common Elements and to Units owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire Project. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Project such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit, nor shall any action of the Association limit, the right of Declarant at any time prior to the sale of all Units by Declarant to establish on the Project additional easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposal of the Project.

13.8 Statute. The provisions of this Declaration shall be in addition and supplemental to the Act and to all other provisions of law.

13.9 Obsolescence

(a) Adoption of a Plan. Owners representing an aggregate of three-fourths or more of the voting rights of the Association may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction provided such Owners also obtain written consent for such obsolescence and plan from mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record. Written notice of adoption of such a plan shall be given to all Owners and Mortgagees. Such plan shall be recorded in the records of the Clerk of Teton County, Wyoming.

(b) Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Units. These assessments shall be levied in advance pursuant to this Declaration and shall be allocated and collected as provided for the allocation of expenses of Common Elements in Article VIII. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

(c) Sale of Obsolete Units. The Owners representing an aggregate of three-fourths or more of the total voting rights of the Association may agree that the Condominium Units are obsolete and that the Project should be sold. Such an agreement must have the additional approval of mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record at the time such agreement is made. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Plat and the Association Bylaws. The sale proceeds shall be apportioned among the Owners of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit "A"** attached hereto, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium Unit. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium Unit designation and the name of the Owner. From each

separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(d) **Distribution of Excess.** In the event amounts collected are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) in an amount proportionate to the respective amount collected from each such Owner.

13.10 Condemnation.

(a) **Consequences of Condemnation.** If, at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

(b) **Proceeds.** All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

(c) **Complete Taking.** In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit "A"** attached hereto, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable, first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(d) **Partial Taking.** In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows: (a) the total amount allocated to taking of or injury to the Common Elements shall be apportioned among Owners of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit "A"** attached hereto, (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within her/his own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in

allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided above in Subsection (c), first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(e) **Reorganization.** In the event a partial taking results in the taking of a complete Unit, if appropriate in the determination of the Board, the Owner thereof automatically shall cease to be a member of the Association. Thereafter, the Board shall reallocate the Ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided in this Declaration.

(f) **Reconstruction and Repair.** Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified above.

(g) **Limitations in Action of Owners Association.** Notwithstanding any other provisions in this Article and except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least three-fourths of Owners of the individual Units have given their prior written approval and unless the additional approval of mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record at such time have given their prior written approval, the Association may not:

- (1) By act or omission seek to abandon or terminate the Project;
- (2) Change the pro rata interest or obligations of any Unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards or determine the pro rata share of ownership of each Unit in the Common Elements;
- (3) Partition or subdivide any Unit;
- (4) Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements by act or omission; or
- (5) Use hazard insurance proceeds for losses to any Project property (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the Project property.

13.11 Arbitration. All disputes not involving claims for indemnity or unpaid Base Assessments, Special Assessments or Specific Assessments and arising under this Declaration between Declarant or the Association, on the one hand, and any Owner or the Association, on the other hand, shall, upon the request of any party, be resolved by binding arbitration conducted by a single, neutral arbitrator. Declarant shall be entitled to join any potentially liable parties in any such arbitration action. The arbitration shall be conducted in accordance with the Uniform Arbitration Act as adopted by Wyoming and as amended from time to time, W.S. § 1-36-101, *et seq.* The arbitrator selected shall be qualified in the subject matter of the arbitration. The decision of the arbitrator shall be conclusive and binding upon the parties and shall be enforceable through procedures adopted under the laws of the State of Wyoming for the enforcement of arbitration awards. The cost of the arbitration shall be borne equally by the parties unless otherwise awarded by the arbitrator. Any claim which any party has against another party pertaining to the matters set forth or referred to in this Declaration must be presented by the claiming party to the other within one (1) year of the date the claiming party knew or should have known of the

facts giving rise to the claim. Unless the party against whom any claim is asserted waives the time limits set forth above, any claim not brought within the time periods specified shall be waived and forever barred. When a matter must be resolved by arbitration, the arbitrator shall use the following standard to resolve such matters: the arbitrator shall determine whether the action in question needs to be taken, and if so, then the arbitrator shall make a determination as to which action should be taken. When considering whether the action must be taken, the arbitrator shall rule that such action be taken if such action is required to maintain or elevate the Project to the Community-Wide Standard. Notwithstanding any other provision of this Declaration to the contrary, the provisions of this Section 13.11 may be amended only with the written consent of Declarant any such amendment being applicable only to claims arising, or with respect to which notice is delivered, after the date of such amendment.

13.12 Rights of Mortgagees and Guarantors. Within at least thirty days of the Association obtaining actual knowledge of the following, the Association shall send written notification to all Mortgagees and Guarantors of a mortgage of record of the following events:

- (a) Any condemnation or casualty loss that affects either a material portion of the Project or the Unit that secures a mortgage;
- (b) Any 60 day delinquency in the payment of assessments or charges owed by the Owner of a Unit on which such Mortgagee or Guarantor holds a mortgage;
- (c) A lapse, cancellation or material modification of any insurance policy maintained by the Association upon which the Association; and
- (d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

13.13 Declarant as Beneficiary. Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall be deemed a third-party beneficiary of this Declaration and shall have the right and standing to enforce the terms and conditions hereof against the individual Owners or the Association, as the case may be, for a period of ten (10) years after the date of this Declaration.

13.14 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or any other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Units and/or Common Elements.

[Signature Page Follows]

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

Declarant:

CCC's Town Hill Lofts, LLC,
a Wyoming limited liability company

By: _____
James D. Walter, Managing Member

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by James D. Walter, the Managing Member of CCC's Town Hill Lofts, LLC, a Wyoming limited liability company, this ____ day of _____, 2018.

Witness my hand and official seal.

Notary Public
My commission Expires:

EXHIBIT "A"
TO CONDOMINIUM DECLARATION

Unit Number	Ownership % of Residential Limited Common Elements	Ownership % of Commercial Limited Common Elements	Ownership % of General Common Elements

DRAFT

There is only

one

TOWN HILL

WWW.ONETOWNHILL.COM

C: 307.690.0235

GRAHAM
FAUPEL
MENDENHALL & ASSOCIATES

JACKSON HOLE
REAL ESTATE
ASSOCIATES

CHRISTIE'S
INTERNATIONAL REAL ESTATE



Jackson/Teton County Affordable Housing Department
Deed Restriction Worksheet

- 1. Common Name of Property:** One Town Hill
- 2. Applicant Contact Information:** Jim Walter, 307-733-4733, jim@crystalcreekcapital.com
- 3. Legal Description of Property:** Lot 1, Pine Lodge Amended Additions
- 4. Legal name of Property Owner:** CCC's Town Hill Lofts, LLC
- 5. Authorized Signer for Owner:** James Walter
- 6. Authorized Signer's Title:** President
- 7. Final Development Plan Number or CUP number etc:** P16-053 FDP, P16-142 Minor Deviation
- 8. Number of Workforce Units:** 5

Unit Number	Number of Bedrooms	Affordable, Employment Based, Workforce Ownership, Workforce Rental, Employee Housing, or ARU	Category
TBD	Studio	Rental/New Regs	Cat 1
TBD	2 BR	Rental/New Regs	Cat 1
TBD	Studio	Rental/New Regs	Cat 2
TBD	2 BR	Rental/New Regs	Cat 2
TBD	2 BR	Rental/New Regs	Cat 3

Housing Department Use Only ☐ Draft Sent to Applicant
 ☐ Signed restriction delivered to Town/County
 ☐ Database Updated
 ☐ Original Filed w/Housing Department



PLANNING & BUILDING DEPARTMENT

February 13, 2017

Crystal Creek Capital, LLC
PO Box 844
Jackson, WY 83001307-733-4733

Re: Item P16-142
Zoning Compliance Verification - Minor Deviation
680 & 700 South Cache

Dear Mr. Walter:

This letter is to confirm that on February 13, 2017, the Planning Director **approved** your request for a Minor Deviation to Item P16-053 a Development Plan for the property addressed as 680 and 700 South Cache being able to make the following required findings pursuant to Section 8.2.13.B.2 Minor Deviations:

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

Specifically, this Minor Deviation approves the following:

1. Reconfiguration and recalculation of the required onsite employee housing;
2. Reconfiguration of the proposed market rate units, reducing the total number of units from 34 to 29; and
3. Reduction in the total number of parking spaces from 73 to 72.

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

Should you have any questions or require further information on this matter, please contact me at 733-0440, Ext. 1303.

Respectfully,

A handwritten signature in black ink, appearing to read "Tyler Sinclair", is written over a horizontal line.

Tyler Sinclair
Planning Director

**AFFIDAVIT OF
ACKNOWLEDGMENT AND ACCEPTANCE
OF PLAT
ONE TOWN HILL CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON
BY
FROST BANK**

TO WIT:

The undersigned officers of Frost Bank, being first duly sworn, depose and say:

THAT the undersigned have examined a copy of that plat prepared _____, 2017, last revised _____, 2018 of the ONE TOWN HILL CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON, being identical with Lot 1 Pine Lodge Amended Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat No. 1282;

THAT Frost Bank is holder of a mortgage on the lands depicted on said plat of the ONE TOWN HILL CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON and described under the Certificate of Surveyor and Certificate of Owner on said plat;

THAT, in the name of and on behalf of Frost Bank, the undersigned acknowledge, accept, and consent to the subdivision of land depicted on said plat of the ONE TOWN HILL CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON and described in said Certificate of Owner.

ATTEST:

Frost Bank,

Seal:

By:

NAME,
TITLE

By:

NAME,
TITLE

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared **NAME** and **NAME**, who being duly sworn, did say that they are **TITLE** and **TITLE**, respectively of U.S. Bank National Association, and acknowledged that said instrument was signed by them on behalf of said U.S. Bank National Association as its free act and deed.

WITNESS my hand and official seal.

Notary Public

My commission expires:

Printed by Jorgensen on 03-03-2018 11:12 AM
J:\2018\1510362 Survey\CONDO PLAT\Jorgeng1510362 The Condo Certification.dwg

CERTIFICATE OF OWNER

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

The undersigned, acting for and on behalf of CCC's Town Hill Lofts, LLC, a Wyoming limited liability company, owner and proprietor of the lands of this plat, Lot 1 of the Pine Lodge Amended Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1282, hereby certify that the foregoing subdivision within said lands is with their free consent and in accordance with their desires;

that the name of this subdivision shall be ONE TOWN HILL CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, which is a condominium subdivision located within said Lot 1 of said Pine Lodge Amended Addition to the Town of Jackson;

that this subdivision is hereby dedicated for condominium ownership, as recognized in accordance with Wyoming Statutes 1977, and as amended, Sections 34--20--101 through 34--20--104;

that the survey and measure of the individual airspace units and easements as they appear on this plat is with the free consent and in accordance with the desires of the undersigned;

that the foregoing subdivision is in accordance with, and subject to the terms and conditions of the approved development plan on file with the Town Of Jackson, and defined in the Snow King Planned Resort District Master Plan as recorded in that affidavit affecting title recorded in book 429 of Photo, Pages 1--211 in the office of the Clerk of Teton County as amended.

that the foregoing subdivision is SUBJECT TO or BENEFITS from the following of record in said Office:

(FROM OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY RECORDED OWNER GUARANTEE No. SG08010264)

COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, ENCROACHMENTS, DITCHES, ROADWAYS, RIGHTS--OF--WAY, COMMON AREAS AND BUILDING SETBACK REQUIREMENTS AS DELINEATED ON THE RECORDED PLAT 1282, RECORDS OF TETON COUNTY, WYOMING.

TERMS OF CONTRACT FOR PURCHASE OF POWER BETWEEN LOWER VALLEY POWER AND LIGHT, INC., (SELLER), (PREDECESSOR TO LOWER VALLEY ENERGY, INC.), AND SNOW KING RESORT, INC. (CONSUMER MEMBER) RECORDED IN BOOK 300 OF PHOTO, PAGES 1074--1075, RECORDS OF TETON COUNTY, WYOMING. TERMS OF CONTRACT CANNOT BE GRAPHICALLY DEPICTED. CONTRACT INCLUDES PROVISION FOR ELECTRIC POWER AND ENERGY NEEDS OF CONSUMER--MEMBER'S PROPERTY WITHIN THE NW1/4SW1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 117 WEST.

ACCESS, UTILITY, ROADWAY MAINTENANCE AND CONSTRUCTION EASEMENT AGREEMENT BENEFITING PINE GLADES DEVELOPMENT, LLC, THEIR SUCCESSORS AND ASSIGNS, RECORDED IN BOOK 705 OF PHOTO, PAGES 491--503, RECORDS OF TETON COUNTY, WYOMING.

EASEMENT AGREEMENT BENEFITING QWEST CORPORATION, THEIR SUCCESSORS AND ASSIGNS, RECORDED IN BOOK 714 OF PHOTO, PAGES 107--110, RECORDS OF TETON COUNTY, WYOMING.

LAND USE AGREEMENT BENEFITING CRYSTAL CREEK CAPITAL, LLC, THEIR SUCCESSORS AND ASSIGNS, RECORDED IN BOOK 733 OF PHOTO, PAGES 189--196, RECORDS OF TETON COUNTY, WYOMING. WITH THE EXCEPTION THAT SAID AGREEMENT STIPULATED THAT THE SETBACK FROM EAST PROPERTY BOUNDARY IS ZERO (0) FEET,

TRANSFER AND ALLOCATION OF LODGING AVERAGE PEAK OCCUPANCY (APO) AND BUILDING FLOOR AREA AGREEMENT RECORDED IN BOOK 733 OF PHOTO, PAGES 197--201A, RECORDS OF TETON COUNTY, WYOMING.

ACCESS AND UTILITY EASEMENT AMENDMENT RECORDED IN BOOK 733 OF PHOTO, PAGES 208--213, RECORDS OF TETON COUNTY, WYOMING.

ACCESS, MAINTENANCE AND REPAIR EASEMENT AGREEMENT BENEFITING CRYSTAL CREEK CAPITAL, LLC, ITS SUCCESSORS AND ASSIGNS, RECORDED IN BOOK 733 OF PHOTO, PAGES 213--217, RECORDS OF TETON COUNTY, WYOMING.

AGREEMENT FOR EASEMENT BENEFITING CRYSTAL CREEK CAPITAL, LLC, ITS SUCCESSORS AND ASSIGNS RECORDED IN BOOK 733 OF PHOTO, PAGES 791--797, RECORDS OF TETON COUNTY, WYOMING.

DISTRIBUTION GAS EASEMENT BENEFITING LOWER VALLEY ENERGY, ITS SUCCESSOR AND ASSIGNS, RECORDED IN BOOK 746 OF PHOTO, PAGES 67--69 RECORDS OF TETON COUNTY, WYOMING. DOCUMENT OF RECORD IN ITEM 13 PROVIDES FOR RELOCATION OF GAS LINE EASEMENT.

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOW KING PLANNED RESORT DISTRICT RECORDED IN BOOK 818 OF PHOTO, PAGES 118--125, RECORDS OF TETON COUNTY, WYOMING.

DECLARATION OF RESTRICTIVE COVENANT RECORDED IN BOOK 934 OF PHOTO, PAGES 814--817, RECORDS OF TETON COUNTY, WYOMING.

AMENDMENT AND COMPLETE RESTATEMENT OF TEMPORARY GRADING AND CONSTRUCTION EASEMENT RECORDED IN BOOK 925 OF PHOTO, PAGES 1029--1039, RECORDS OF TETON COUNTY, WYOMING.

AMENDMENT AND COMPLETE RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SNOW KING TRACT B BENEFITING OWNERS OF LOTS 1 AND 2 OF SAID PINE LODGE AMENDED ADDITION TO THE TOWN OF JACKSON, THEIR HEIRS, SUCCESSORS AND ASSIGNS, RECORDED IN BOOK 925 OF PHOTO, PAGES 1040--1046, RECORDS OF TETON COUNTY, WYOMING.

EASEMENT BENEFITING LOWER VALLEY POWER AND LIGHT, INC., (PREDECESSOR TO LOWER VALLEY ENERGY), ITS SUCCESSOR AND ASSIGNS, RECORDED IN BOOK 31 OF PHOTO, PAGE 227 RECORDS OF TETON COUNTY, WYOMING.

EASEMENT BENEFITING LOWER VALLEY POWER AND LIGHT, INC., (PREDECESSOR TO LOWER VALLEY ENERGY), ITS SUCCESSOR AND ASSIGNS, RECORDED IN BOOK 298 OF PHOTO, PAGE 390 RECORDS OF TETON COUNTY, WYOMING.

RIGHT--OF--WAY AND UTILITY EASEMENT BENEFITING TOWN OF JACKSON, A MUNICIPAL CORPORATION OF THE STATE OF WYOMING RECORDED IN BOOK 703 OF PHOTO, PAGES 1021--1024, RECORDS OF TETON COUNTY, WYOMING.

ENCROACHMENT AGREEMENT BENEFITING LOT 1 RECORDED IN BOOK 945 OF PHOTO, PAGES 742--756, RECORDS OF TETON COUNTY, WYOMING.

EASEMENT BENEFITING LOWER VALLEY ENERGY RECORDED AS DOCUMENT #0931596, RECORDS OF TETON COUNTY, WYOMING.

the undersigned hereby reserve the right to create further easements for utility purposes within the subdivision;

that the ownership of a condominium unit shall consist of ownership of a fee simple estate of an individual airspace unit of this subdivision together with an easement estate in the exclusive easements and non-exclusive easements of this subdivision as defined in said Declarations recorded in said Office on the same date as this plat;

that gross actual square footage of said units is determined by actual measurement from the face of each interior wall defining an airspace unit; individual airspace unit net square footage is less than gross square footage;

that access to the foregoing subdivision is via adjacent public streets;

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

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

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

CCC's Town Hill Lofts, LLC

by: Jim Walter
Its: Manager

Date:_____

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Jim Walter, this ____ day of _____ 2018.

WITNESS my hand and official seal.

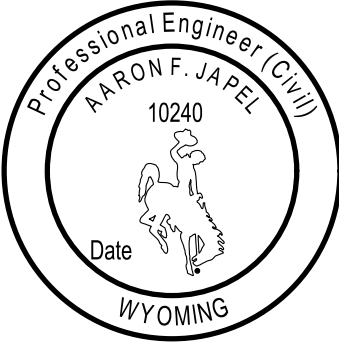
CERTIFICATE OF MORTGAGEE

CONSENT OF MORTGAGEE, FROST BANK, BY SEPARATE AFFIDAVT RECORDED CONCURRENTLY WITH THIS PLAT.

CERTIFICATE OF ENGINEER

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

I, Aaron F. Japel, a Wyoming Professional Engineer of Jackson, Wyoming hereby certify:
that the extensions of the water distribution system and sewage collection systems of the Town of Jackson designed to serve the foregoing subdivision meet all applicable Federal, State and Town of Jackson requirements and standards;
that said systems will be adequate and safe, providing that said systems have been constructed as designed, and operated and maintained correctly.



Aaron F. Japel
Wyoming Professional Engineer No. 10240

The foregoing instrument was acknowledged before me by Aaron F. Japel this ____ day of _____ 2018.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

Pursuant to Section 15--1--415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, the ONE TOWN HILL ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the ____ day of _____ 2018;

SUBJECT TO the condition that the foregoing subdivision is in conformity with, and in compliance with the terms and conditions of the Snow King Planned Resort District Master Plan as recorded in that affidavit affecting title recorded in book 429 of Photo, Pages 1--211 in the office of the Clerk of Teton County as amended.

ATTEST: TOWN OF JACKSON

Sandy Birdshaw, Clerk

Pete Muldoon, Mayor

Brian T. Lenz, Engineer

Tyler Sinclair, Planning Director

The foregoing instrument was acknowledged before me by Pete Muldoon, Mayor, this ____ day of _____ 2018.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Sandy Birdshaw, Clerk, this ____ day of _____ 2018.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this ____ day of _____ 2018.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Tyler Sinclair, Planning director, this ____ day of _____ 2018.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

I, Matthew P. Gotham, a Wyoming Professional Land Surveyor, do hereby certify:

that by the authority of the owner of Lot 1, Pine Lodge Amended Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1282, the lands within said Lot 1, as shown on this plat are hereby configured as the One Town Hill Condominiums Addition To The Town of Jackson;

that to the best of my belief and knowledge, the dimensions of the land, building, Common Easements, and Individual Airspace Units of the One Town Hill Condominiums Addition To The Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, P.C. under my direction during February through September 2018; and from architectural plans prepared by Berlin Architects of Jackson, WY;

that the foregoing subdivision is SUBJECT TO easements, rights--of--way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of sight and/or record, including, but not limited to, those specifically called for in the Certificate of Owner on this plat;

that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under permits for wells associated with the Town of Jackson water supply system, located on other properties; those ground water rights will be retained.



Matthew P. Gotham
Wyoming Professional Land Surveyor No. 13002
The foregoing instrument was acknowledged before me by Mathew P. Gotham this ____ day of _____ 2018.

WITNESS my hand and official seal.

Notary Public
My commission expires:

NOTES

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION AND TREATMENT SYSTEMS, AND STORM DRAINAGE COLLECTION SYSTEM.

ACCORDING TO PANEL 2907D OF THE TETON COUNTY, WYOMING AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM) WITH EFFECTIVE DATE OF SEPTEMBER 16, 2015 PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THIS SUBDIVISION LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% (500--YEAR FLOOD) ANNUAL CHANCE FLOODPLAIN.

THE UNITS OF THE FOREGOING SUBDIVISION ARE PROTECTED BY AN APPROVED INTERIOR FIRE SPRINKLER SYSTEM.

UNDER CURRENT TOWN OF JACKSON REGULATIONS, AND THE APPROVED FINAL DEVELOPMENT PLAN, NO FURTHER SUBDIVISION OF THE LANDS OR UNITS OF THIS SUBDIVISION IS ALLOWED.

THE FOLLOWING STATEMENT IS INCLUDED ON THIS PLAT IN ACCORDANCE WITH WYOMING STATUTE: "THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE."

ELEVATIONS SHOWN WITHIN THIS PLAT ARE REFERENCED TO THE NGVD 1929 DATUM.

THE UNITS OF THE FOREGOING SUBDIVISION ARE SUBJECT TO A FINAL DEVELOPMENT PLAN

SPECIAL RESTRICTIONS FOR EMPLOYEE HOUSING

WATER RIGHTS NOTES

GROUND WATER
Ground water rights for municipal water supply are appurtenant to the lands of this subdivision under wells owned by the The Town of Jackson; the wells are located on other properties; those ground water rights will be retained.

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

SELLER DOES NOT WARRANT TO PURCHASER THAT THE PURCHASER SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THE PROPOSED SUBDIVISION.

APPLICANT & OWNER: SURVEYOR & ENGINEER:

CCC's Town Hill Lofts, LLC
275 Veranica Lane, Ste. 300 P.O. Box 844
Jackson, Wyoming 83001

Jorgensen Associates, P.C.
1315 Highway 89 S., Ste. 201
P.O. Box 9550
Jackson, Wyoming 83002
307--733--5150

LAND PLANNING & LANDSCAPE ARCHITECT:

Place Landscape Architects
208--354--0900

ARCHITECT:

Berlin Architects
Box 4119
Jackson, WY 83001
307--733--5697

SHEET INDEX

SHEET	TITLE
1	CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES
2	BASEMENT LEVEL OVERVIEW, NOTES, & VICINITY MAP
3	1ST FLOOR OVERVIEW, NOTES
4	1ST FLOOR UNITS 100, 101, 102 DETAILS & NOTES
5	2ND FLOOR OVERVIEW NOTES
6--7	2ND FLOOR UNITS 200, 201, 202, 203, 204, DETAILS & NOTES
8	3RD FLOOR OVERVIEW & NOTES
9--12	3RD FLOOR UNITS 300, 301, 302, 303, 304, 305, 306, 307, DETAILS & NOTES
13	4TH FLOOR OVERVIEW & NOTES
14--18	4TH FLOOR UNITS 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, DETAILS & NOTES
19	5TH FLOOR OVERVIEW & NOTES
20--23	5TH FLOOR UNITS 500, 501, 502, 503, 504, 505, 506, 507, 508, DETAILS AND NOTES

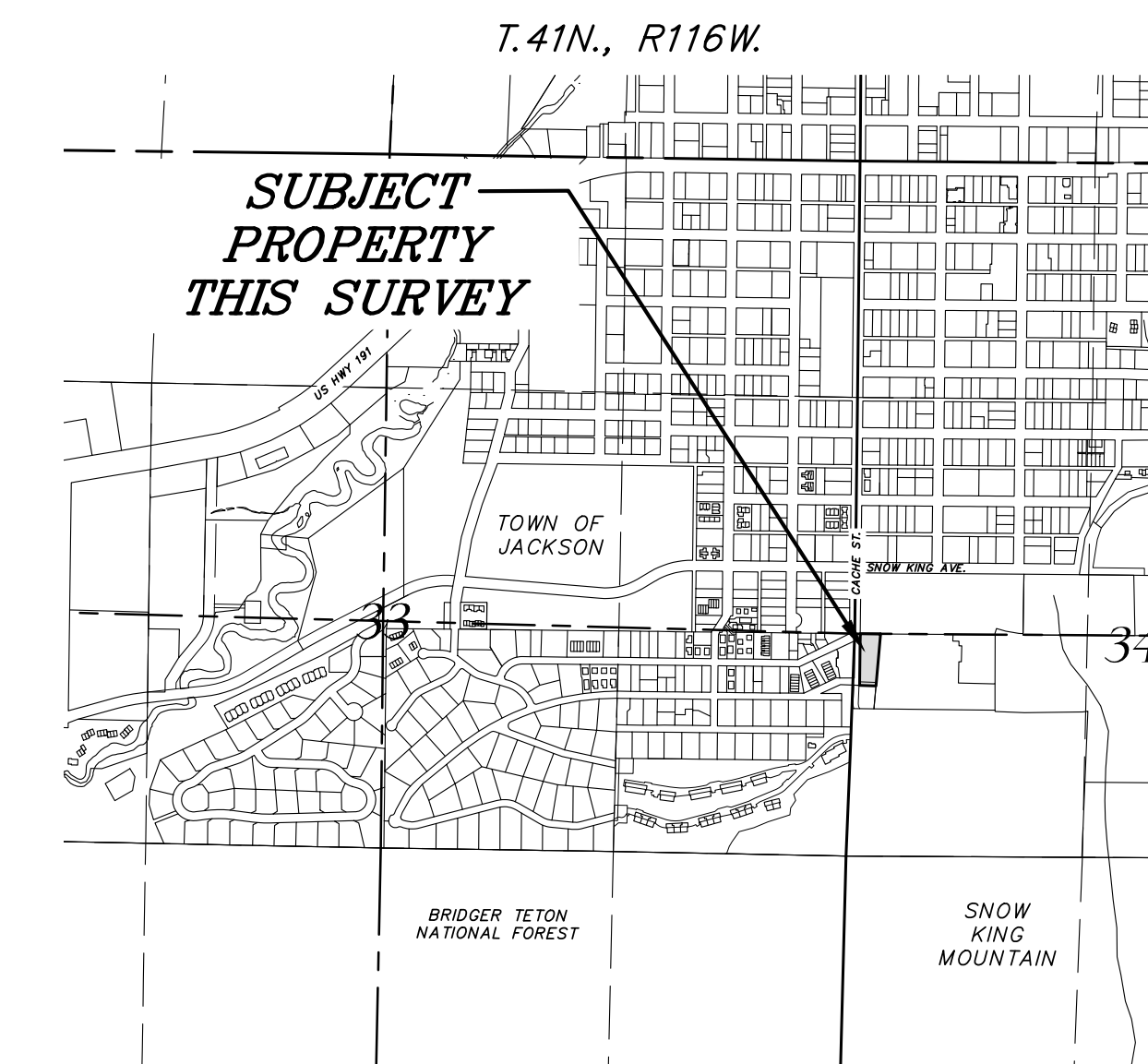
FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON

LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 1 OF 25
CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES

PREPARED BY: RDW
LAST REVISED: MAP PREPARED: 10/03/2018
PROJECT NUMBER: 15103.62.70





**SUBJECT—
PROPERTY
THIS SURVEY**

SCALE 1" = 1000'

VICINITY MAP

☐ iron pipe with brass cap found, certified land corner of record
☐ 5/8 inch diameter steel reinforcing bar with 1-1/2 inch diameter aluminum cap inscribed "PLS 4270", found this survey
☒ 5/8 inch diameter steel reinforcing bar with 2 inch diameter aluminum cap inscribed "PLS 3831", found this survey
☐ PK nail inscribed "PLS 3831" found this survey
 '54°57'E 145.15' measured bearing and distance
 89°55'03"E (145.11') record bearing and distance (Plat 1282)
 _____ boundary, SUBJECT PROPERTY
 _____ boundary, adjoining lot
 _____ boundary access and utility easement, as noted
 _____ boundary utility easement, as noted



SCALE: 1 INCH = 20 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINT

LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

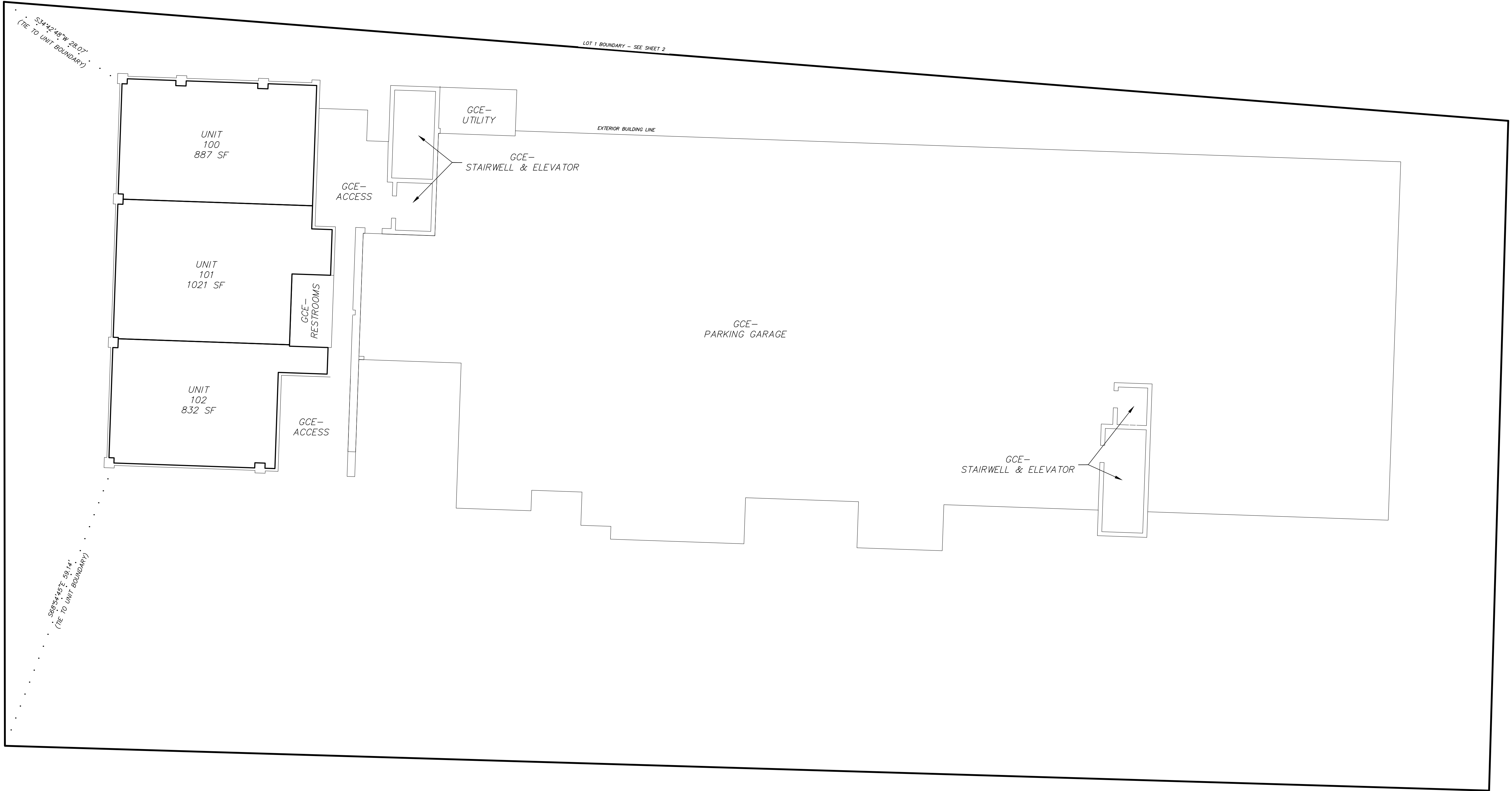
SHEET 2 OF 23
BASEMENT OVERVIEW

PREPARED BY: RDW LAST REVISED: PROJECT NUMBER: 15103
MAP PREPARED: 10/03/2018



Printed by Jorgensen on 03-03-2018 at 11:27am

11/20/2018 10:00:00 Save CONDO PLAT.dwg 15103 The Condo Building



NOTES

SEE SHEET 2 FOR ADJOINING PROPERTY AND EASEMENT BOUNDARIES

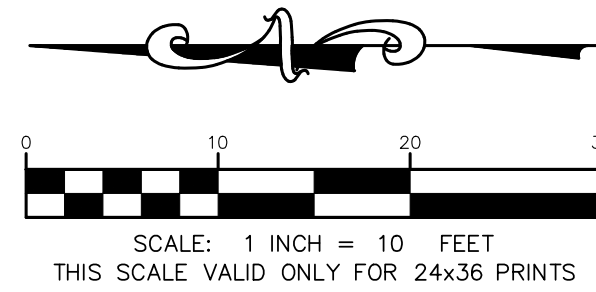
SEE NOTES ON SHEET 1 OF THIS PLAT.

FIRST FLOOR SLAB ELEVATION IS 6232.00'

UNITS 100, 101, 102 CEILING HEIGHTS ARE 8.5 FEET

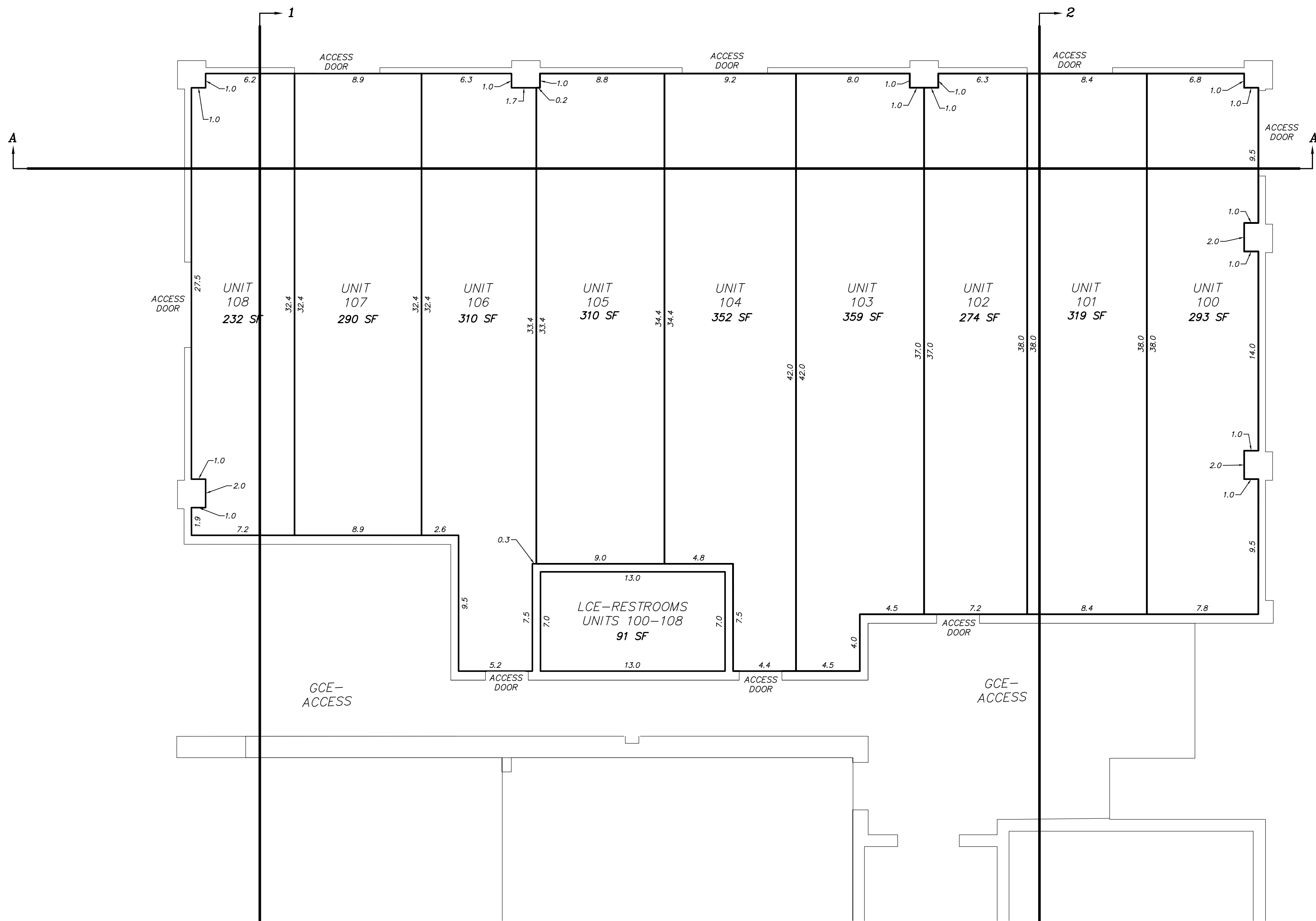
LEGEND

- LOT 1 BOUNDARY
- TIE TO UNIT BOUNDARY
- CONDO UNIT BOUNDARY
- EXTERIOR BUILDING LINE

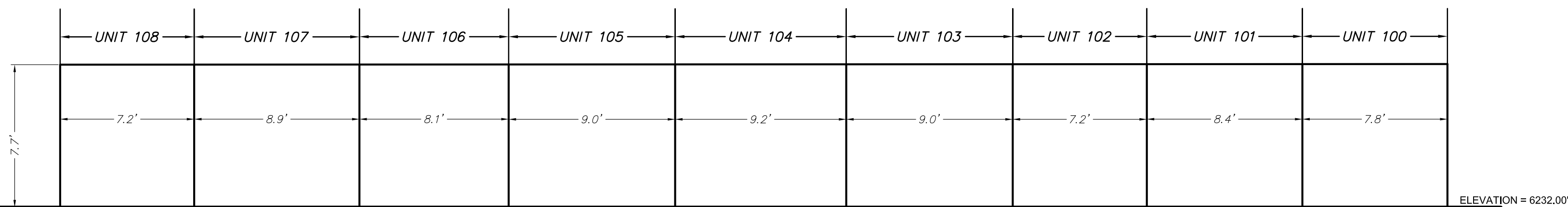


FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 3 OF 23
1ST FLOOR OVERVIEW, NOTES

PREPARED BY: RDW
LAST REVISED:
MAP PREPARED: 10/03/2018
PROJECT NUMBER: 15103



Cross Section A

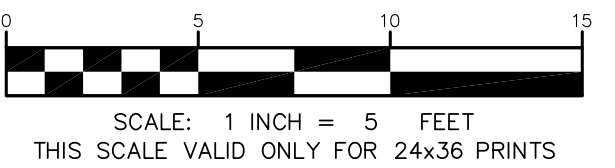


LEGEND

- CONDO UNIT BOUNDARY
- EXTERIOR BUILDING LINE

NOTES

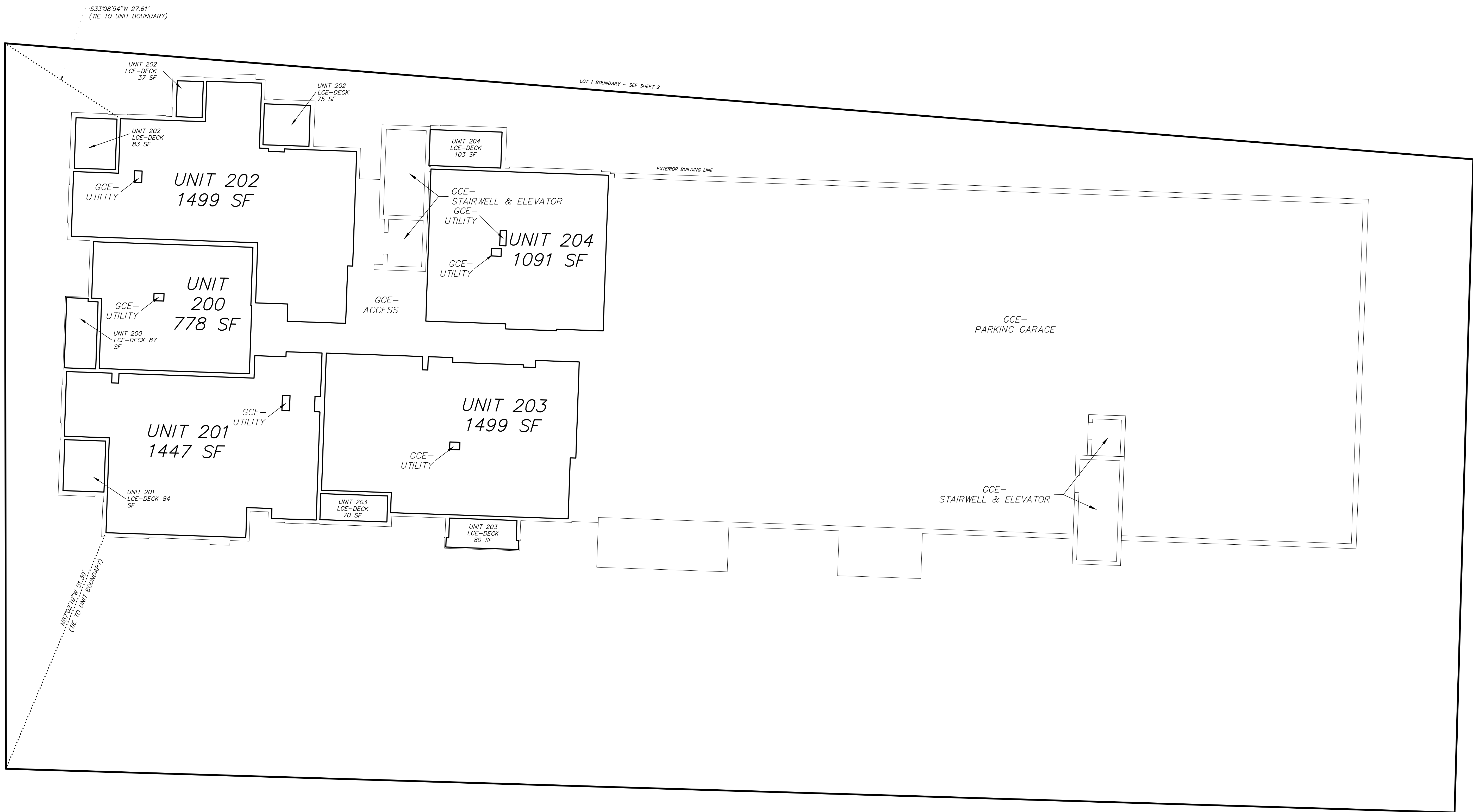
SEE SHEET 24 FOR CROSS SECTIONS 1 AND 2



FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 4 OF 24
1ST FLOOR UNITS 100, 101, 102 DETAILS AND NOTES

Plotted by jorgensen on 04/03/2018 at 11:27am

H:\2018\1510262-Survey\CONDO PLAT\Map15103_Tile_Cover3-2nd.dwg

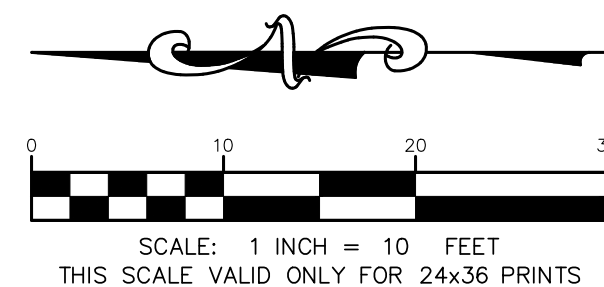


NOTES

- SEE SHEET 2 FOR ADJOINING PROPERTY AND EASEMENT BOUNDARIES
- SEE NOTES ON SHEET 1 OF THIS PLAT.
- SECOND FLOOR ELEVATION IS 6242.38
- SEE SHEETS 6 AND 7 FOR SECOND FLOOR CEILING HEIGHTS

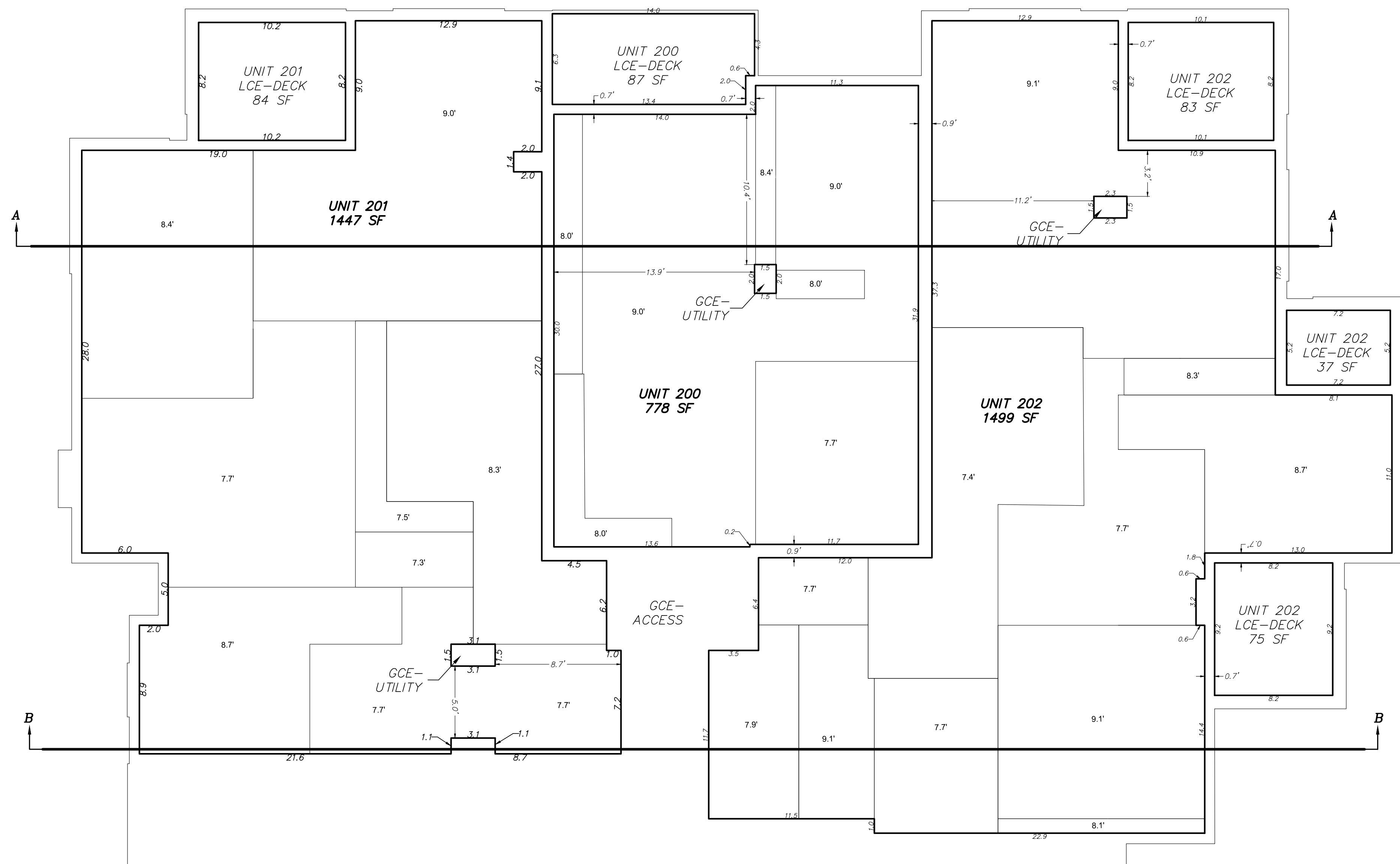
LEGEND

- LOT 1 BOUNDARY
- TIE TO UNIT BOUNDARY
- CONDO UNIT BOUNDARY
- EXTERIOR BUILDING LINE

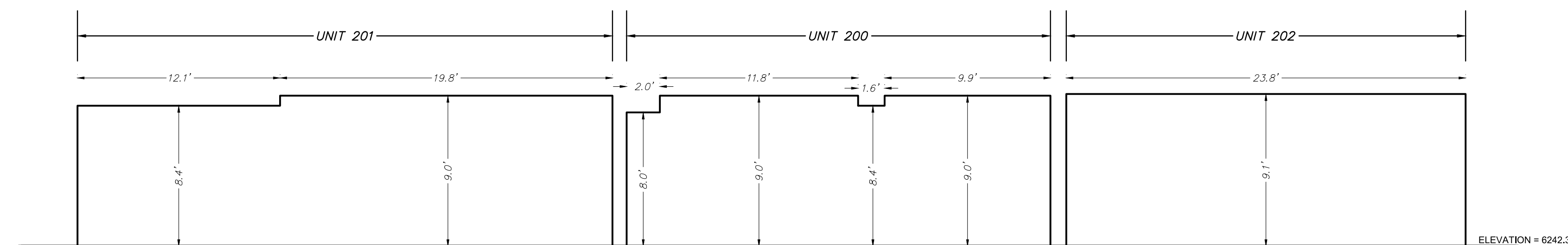


FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 5 OF 23
2ND FLOOR OVERVIEW AND NOTES

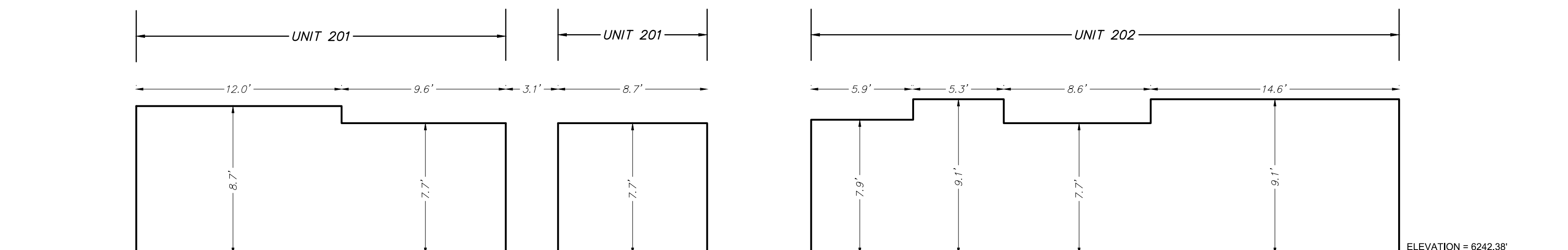
PREPARED BY: STAFF
LAST REVISED: 10/03/2018
MAP PREPARED: 10/03/2018
PROJECT NUMBER: 15103



Cross Section A



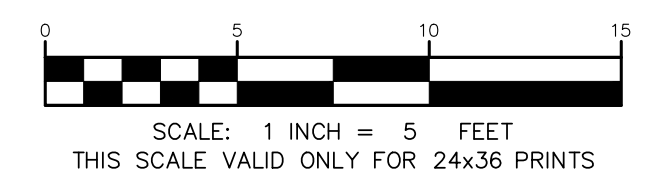
Cross Section B



LEGEND

Diagram illustrating the relationship between various horizontal lines in a building section:

- CROSS SECTION LINE**: The topmost line.
- CEILING HEIGHT**: Indicated by a dimension of 9.0' between the Cross Section Line and the Ceiling Height line.
- CONDO UNIT BOUNDARY**: The line below the Ceiling Height.
- EXTERIOR BUILDING LINE**: The bottommost line.



FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON

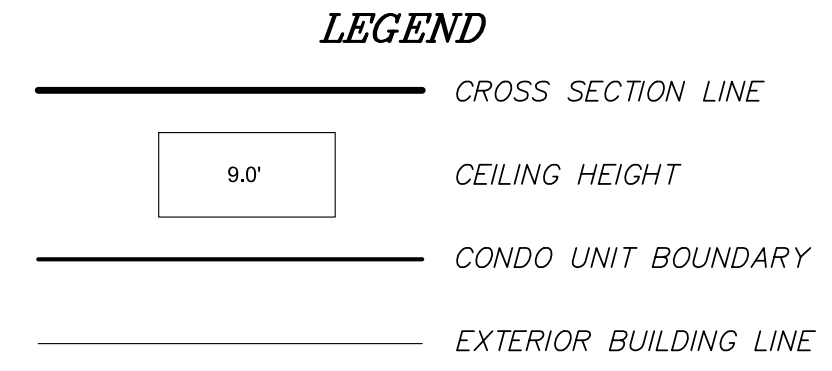
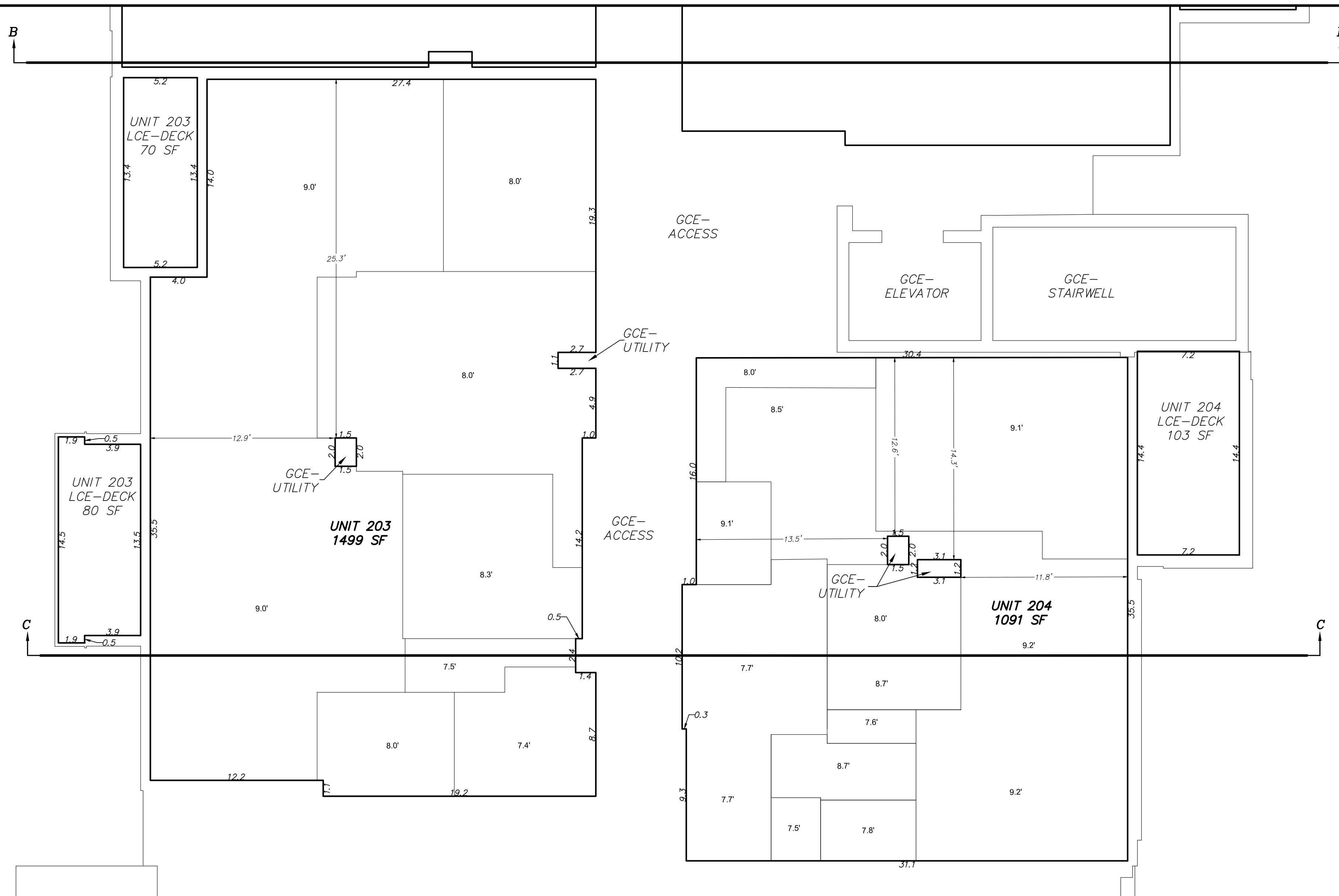
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON

LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

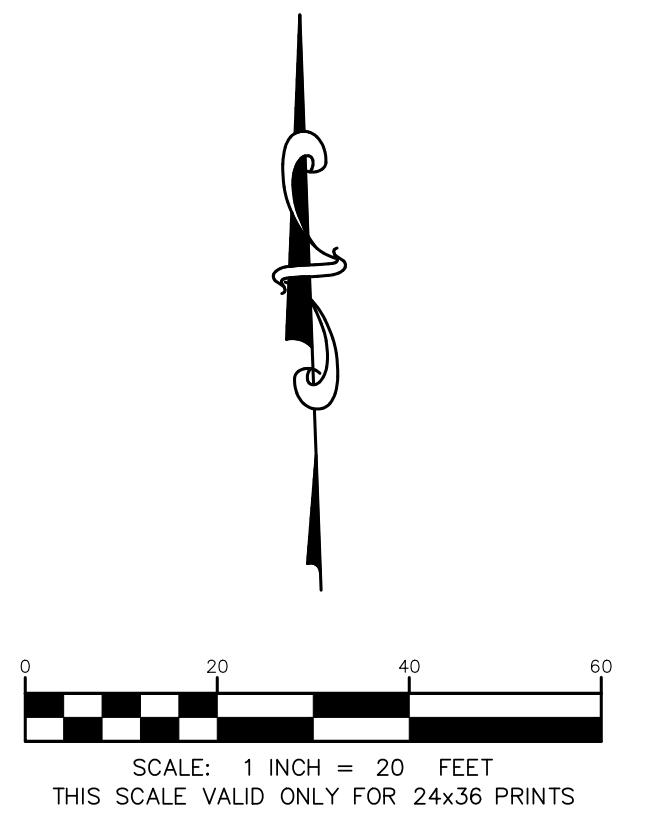
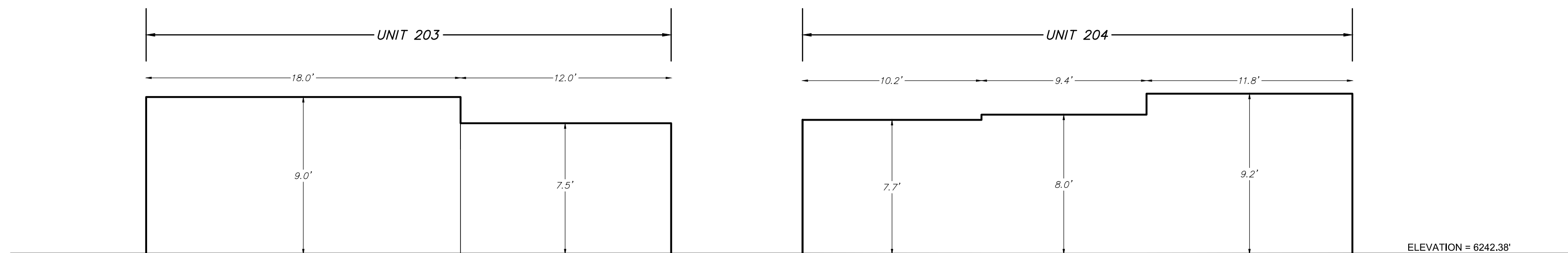
SHEET 6 OF 23
2ND FLOOR UNITS 200, 201, 202 DETAILS AND NOTES

PREPARED BY: RDW LAST REVISED: PROJECT NUMBER: 15103
MAP PREPARED: 10/03/2018

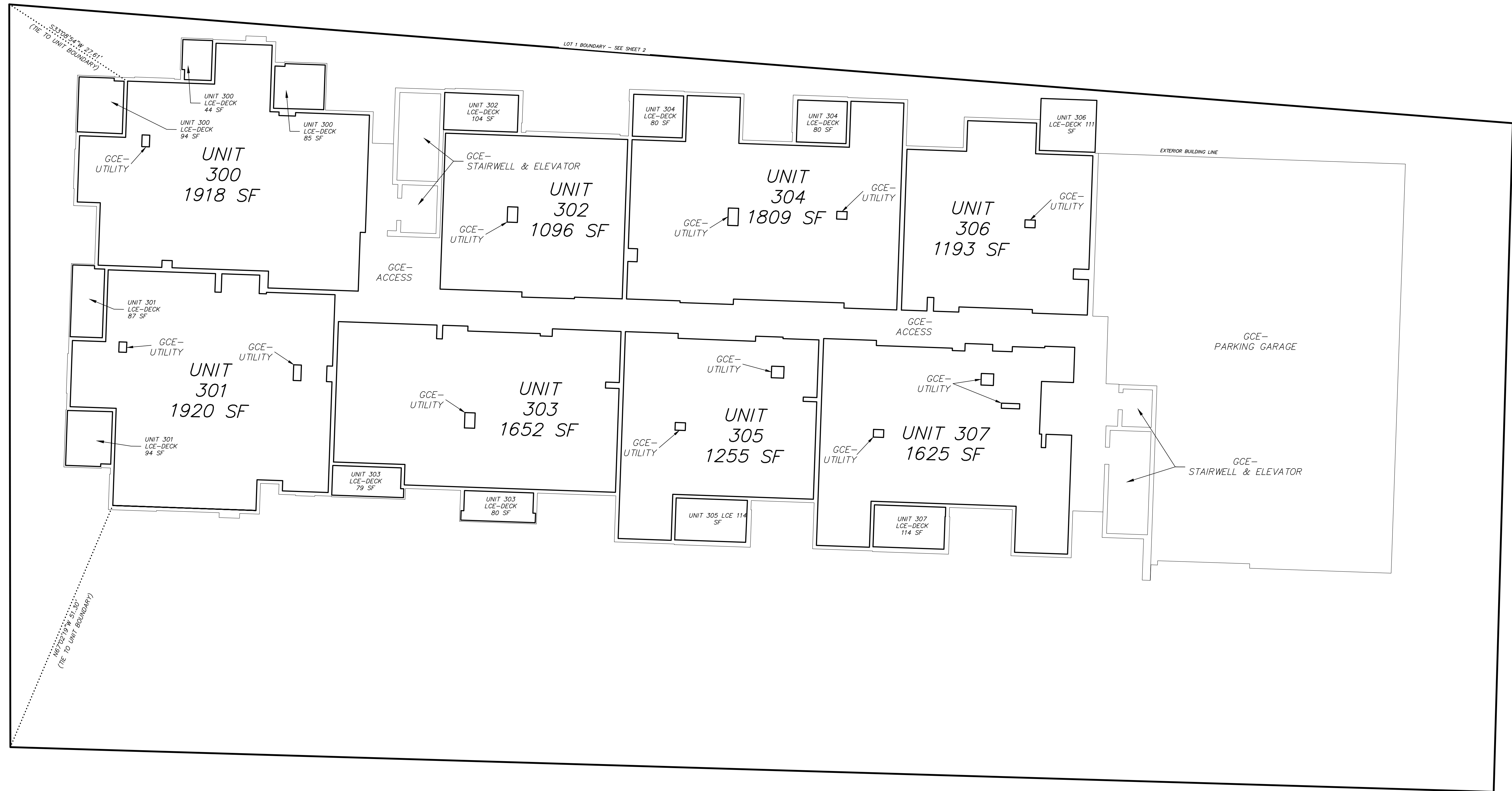
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Plotted by jorgensen on 04/03/2018 11:28am



Cross Section C



FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 7 OF 23
2ND FLOOR UNITS 203, 204 DETAILS AND NOTES

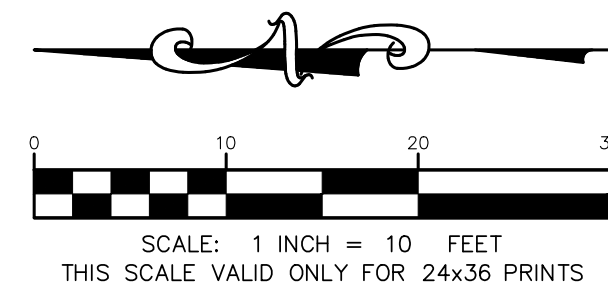


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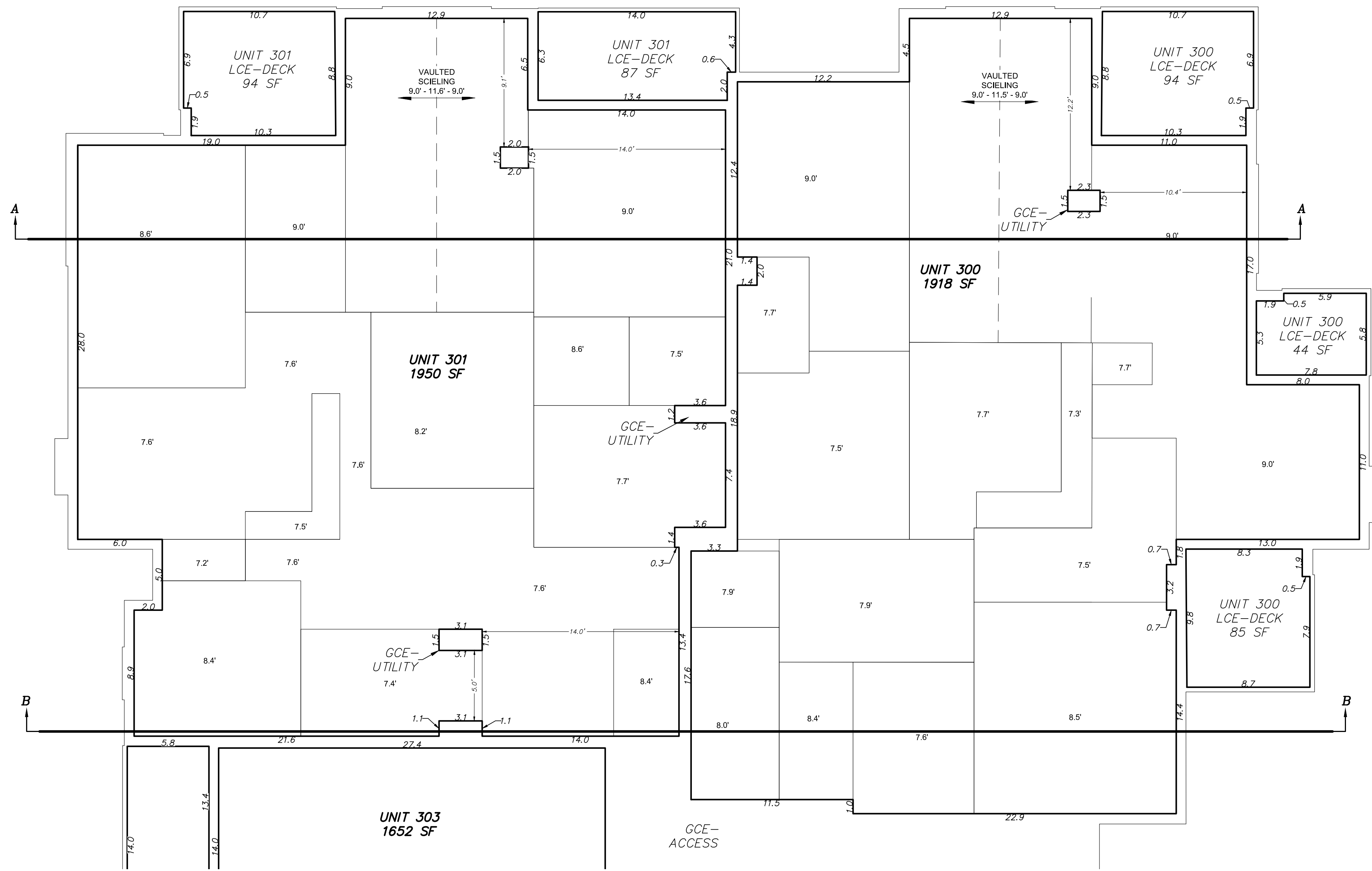
- SEE SHEET 2 FOR ADJOINING PROPERTY AND EASEMENT BOUNDARIES
- SEE NOTES ON SHEET 1 OF THIS PLAT.
- THIRD FLOOR ELEVATION IS 6252.88
- SEE SHEETS 9 THROUGH 12 FOR THIRD FLOOR CEILING HEIGHTS

LEGEND

- LOT 1 BOUNDARY
- TIE TO UNIT BOUNDARY
- CONDO UNIT BOUNDARY
- EXTERIOR BUILDING LINE



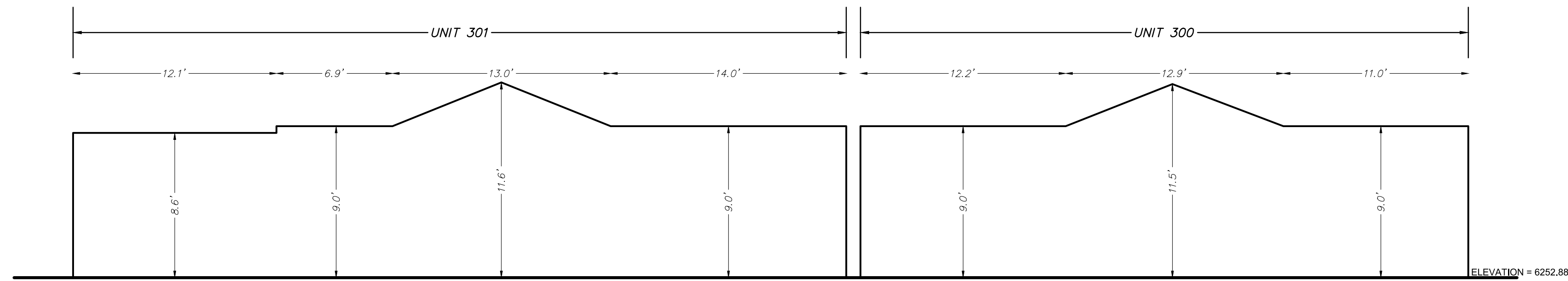
FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 8 OF 23
3RD FLOOR OVERVIEW AND NOTES



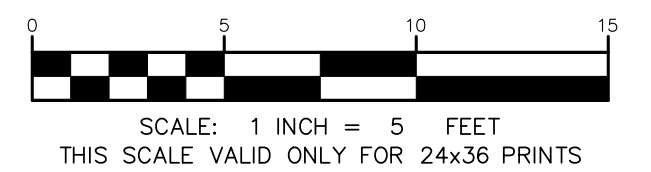
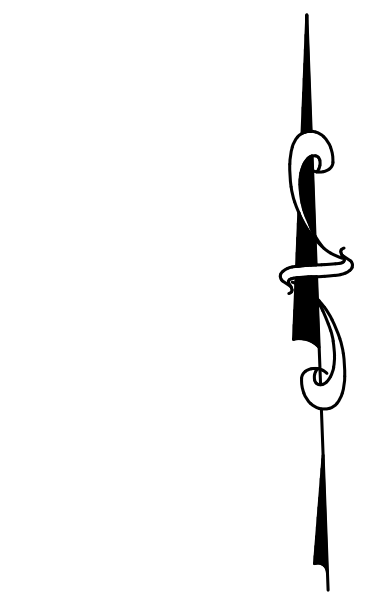
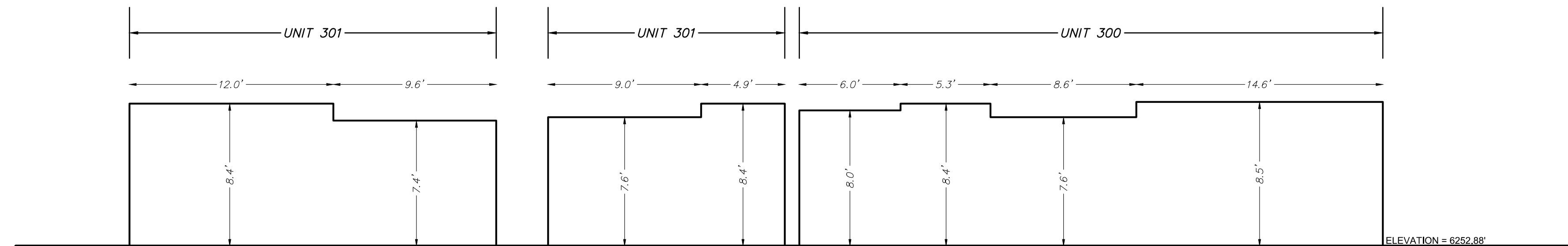
LEGEND

- CROSS SECTION LINE
- CEILING HEIGHT
- CONDO UNIT BOUNDARY
- EXTERIOR BUILDING LINE

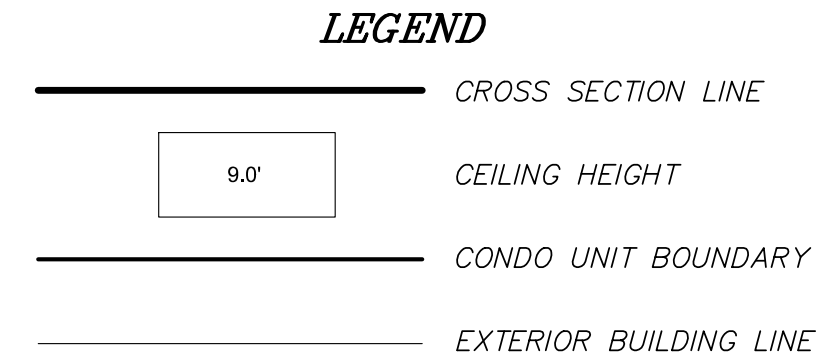
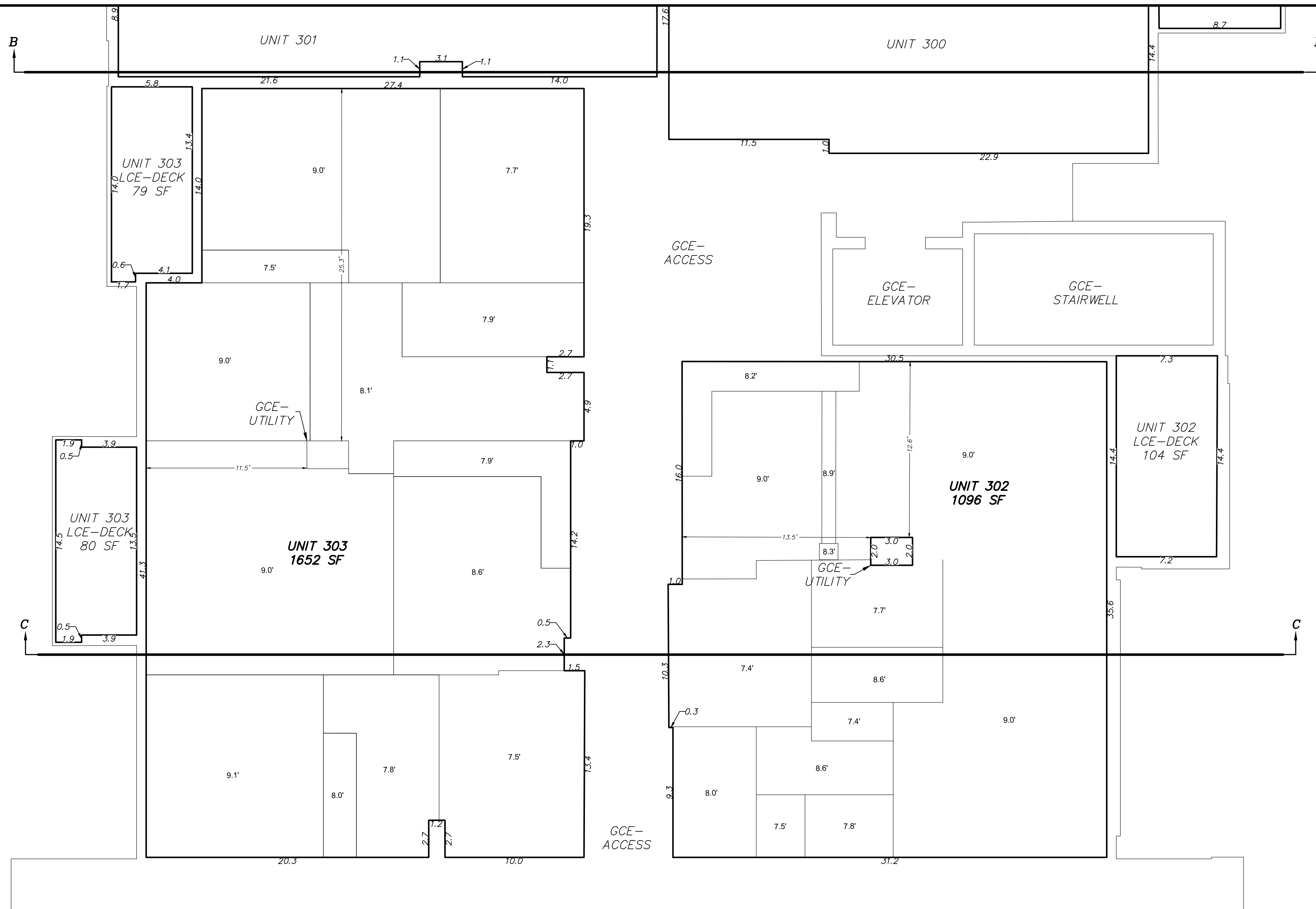
Cross Section A



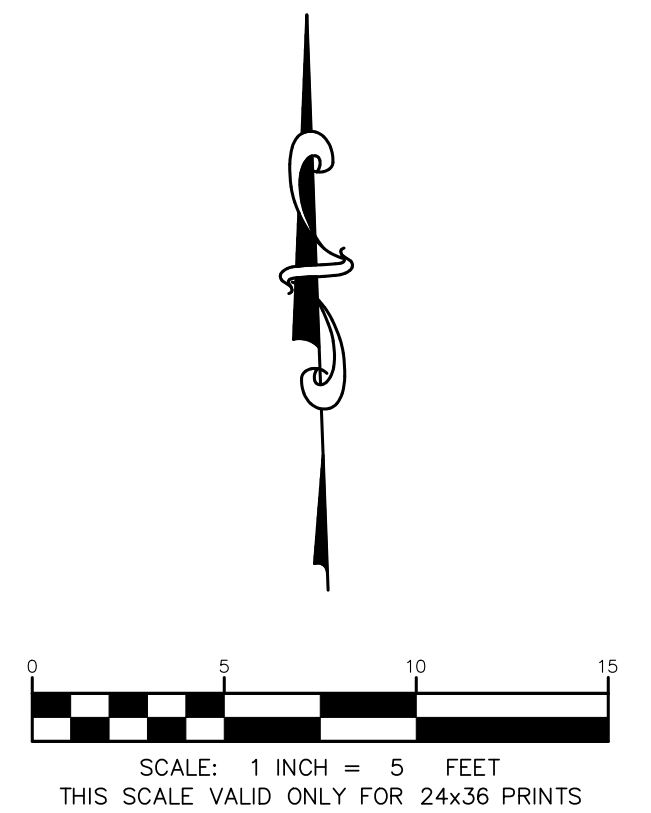
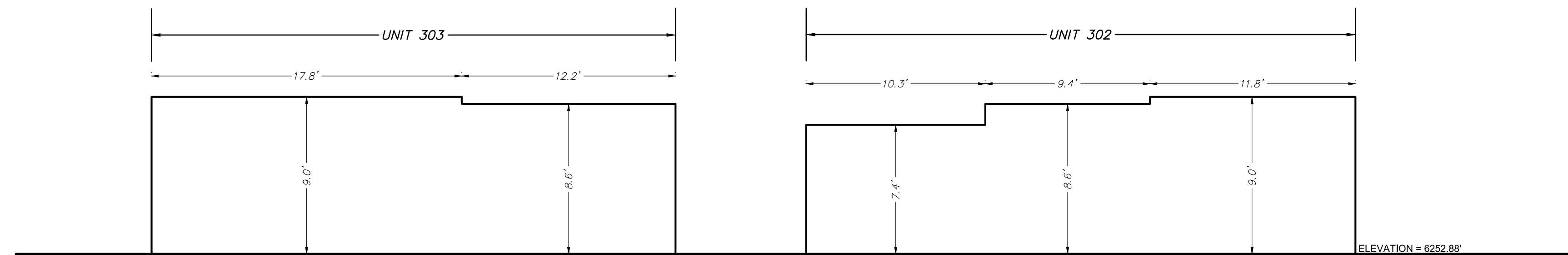
Cross Section B



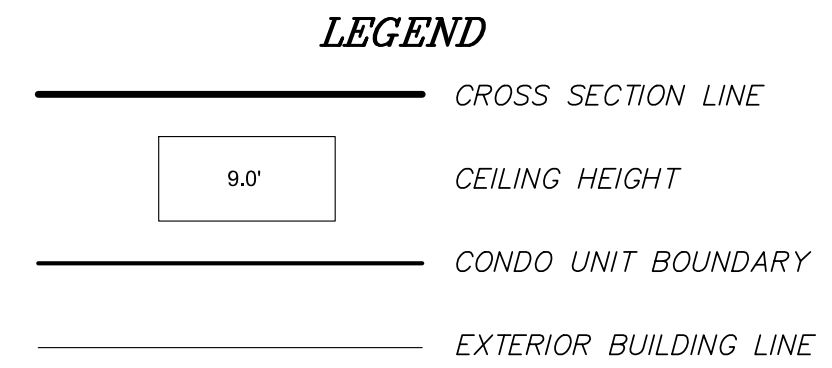
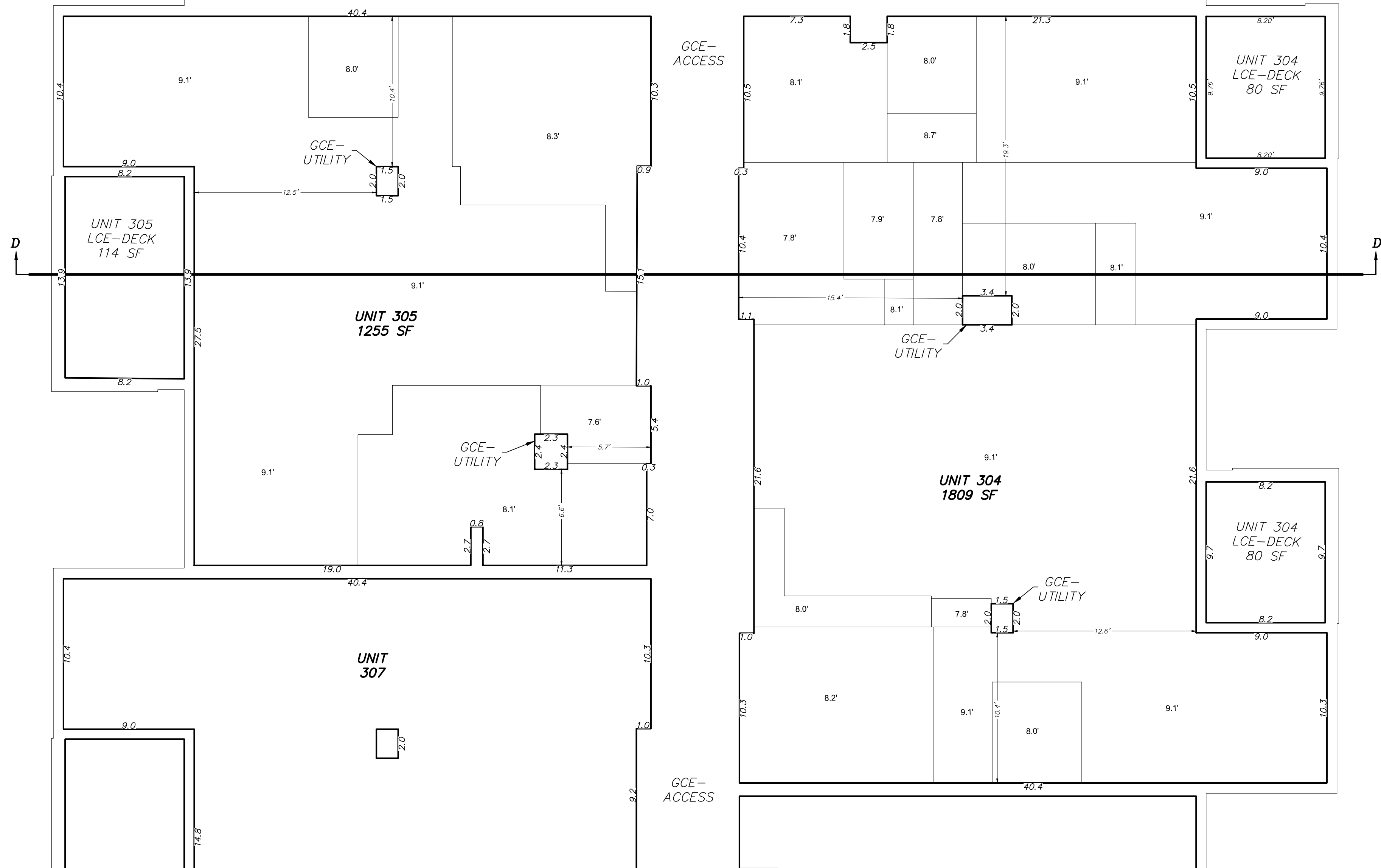
FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 9 OF 23
3RD FLOOR UNITS 300, 301 DETAILS AND NOTES



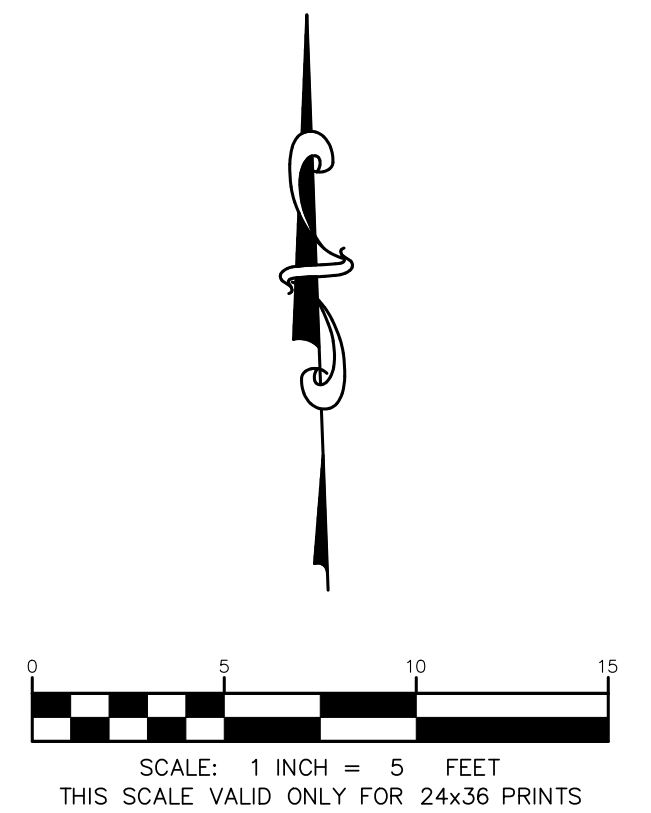
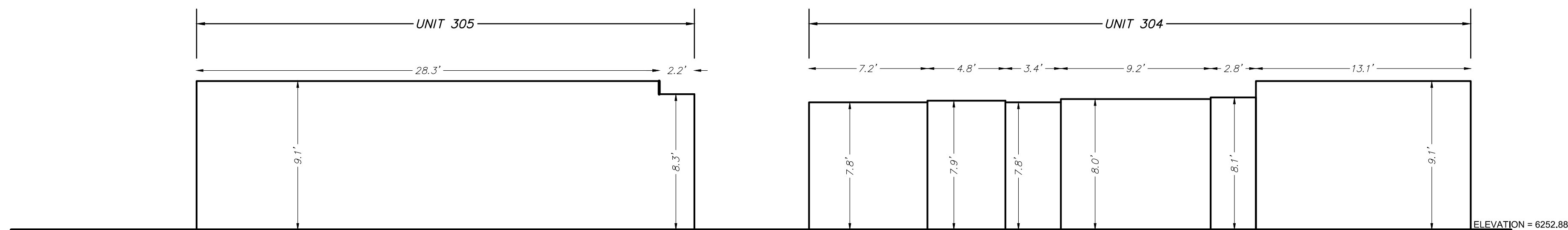
Cross Section C



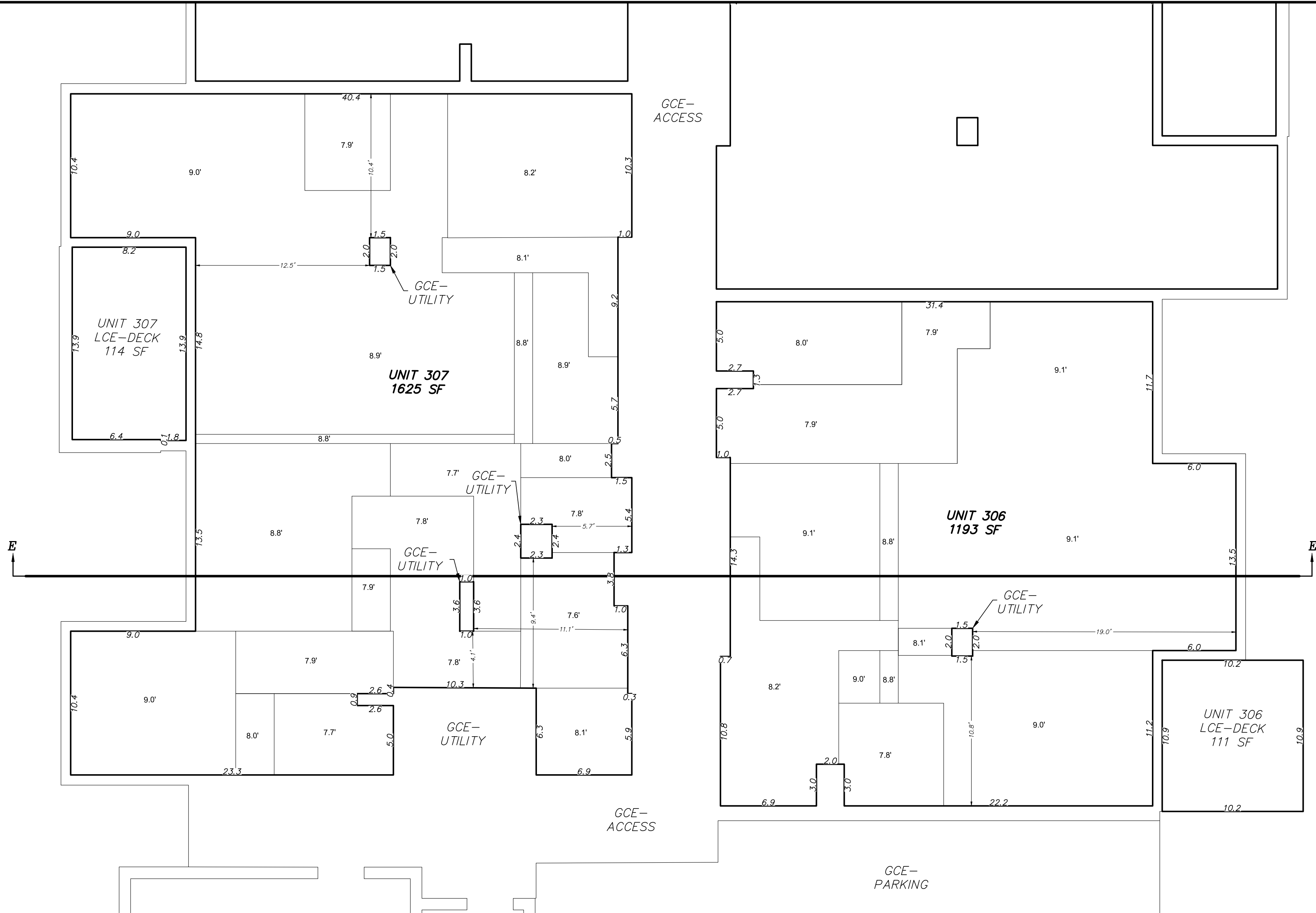
FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 10 OF 23
3RD FLOOR UNITS 302, 303 DETAILS AND NOTES



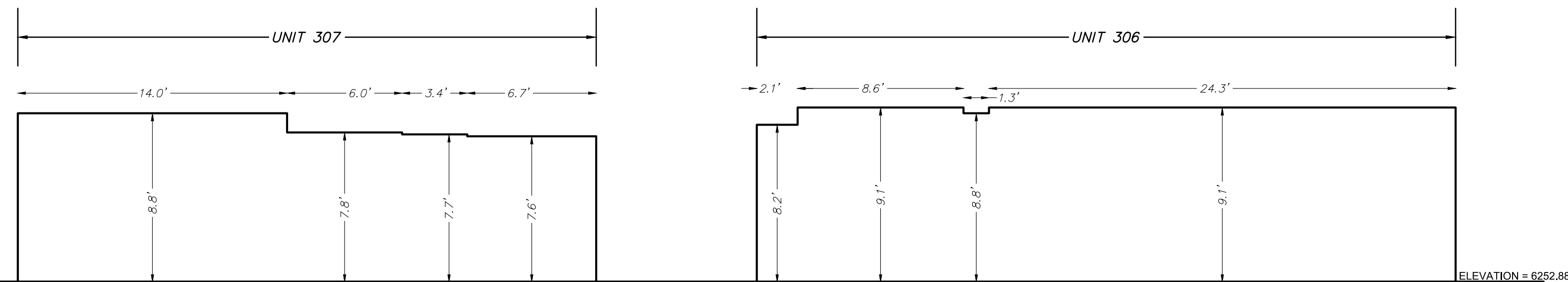
Cross Section D



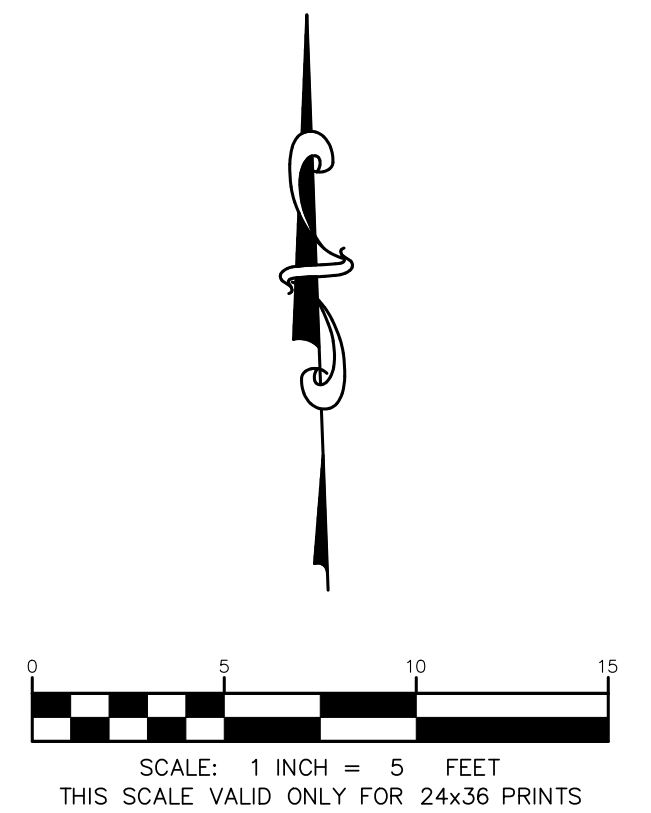
FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 11 OF 23
UNITS 304, 305 DETAILS AND NOTES



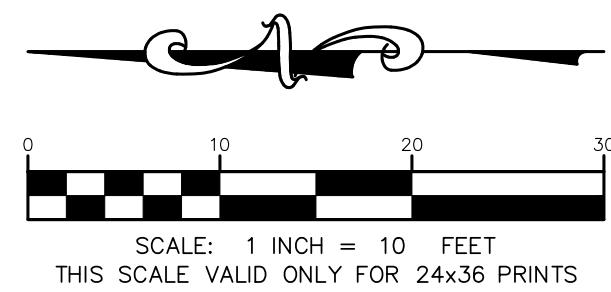
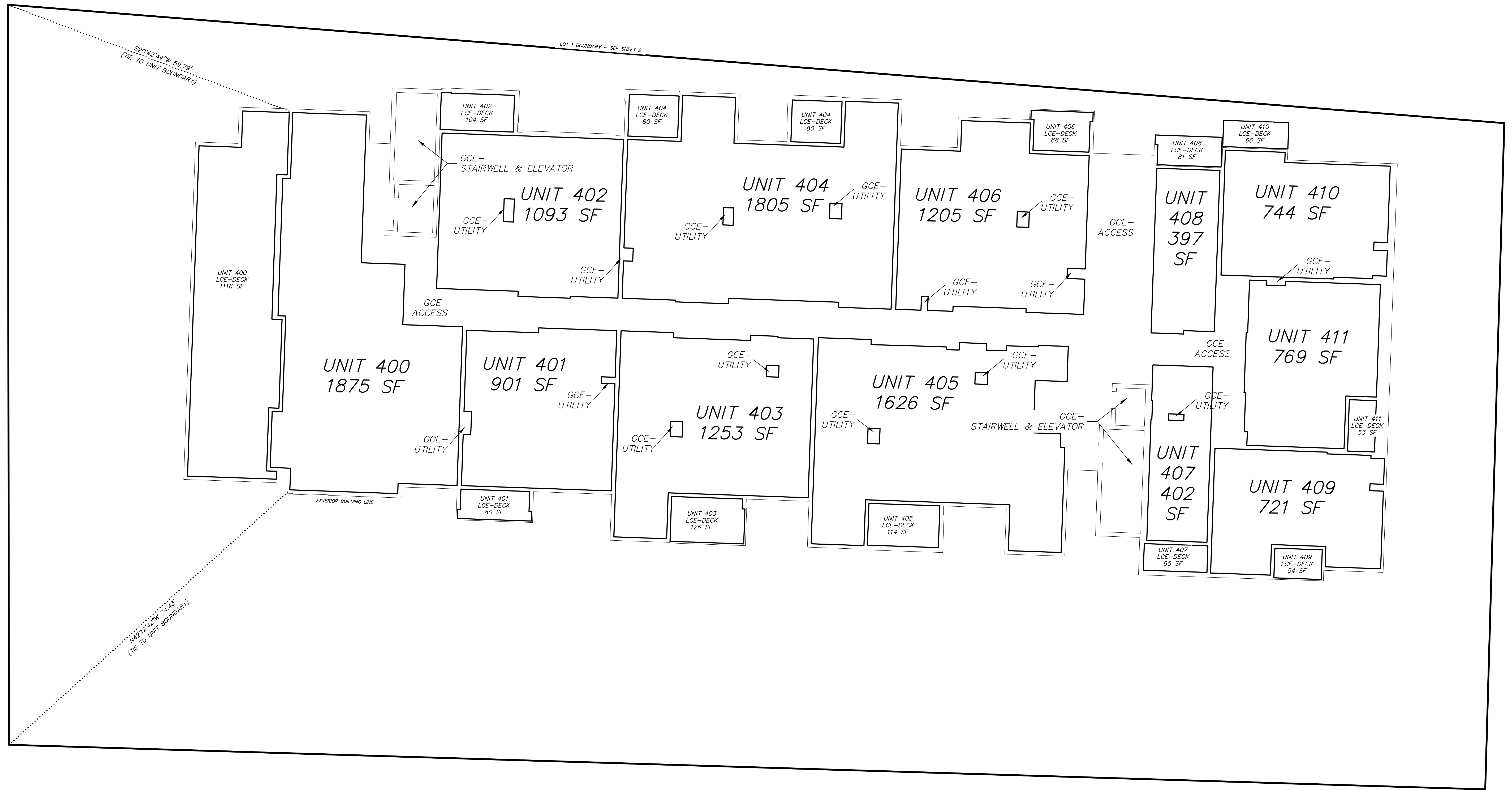
Cross Section E



LEGEND	
	CROSS SECTION LINE
	CEILING HEIGHT
	CONDO UNIT BOUNDARY
	EXTERIOR BUILDING LINE



FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 12 OF 23
3RD FLOOR UNITS 306, 307 DETAILS AND NOTES

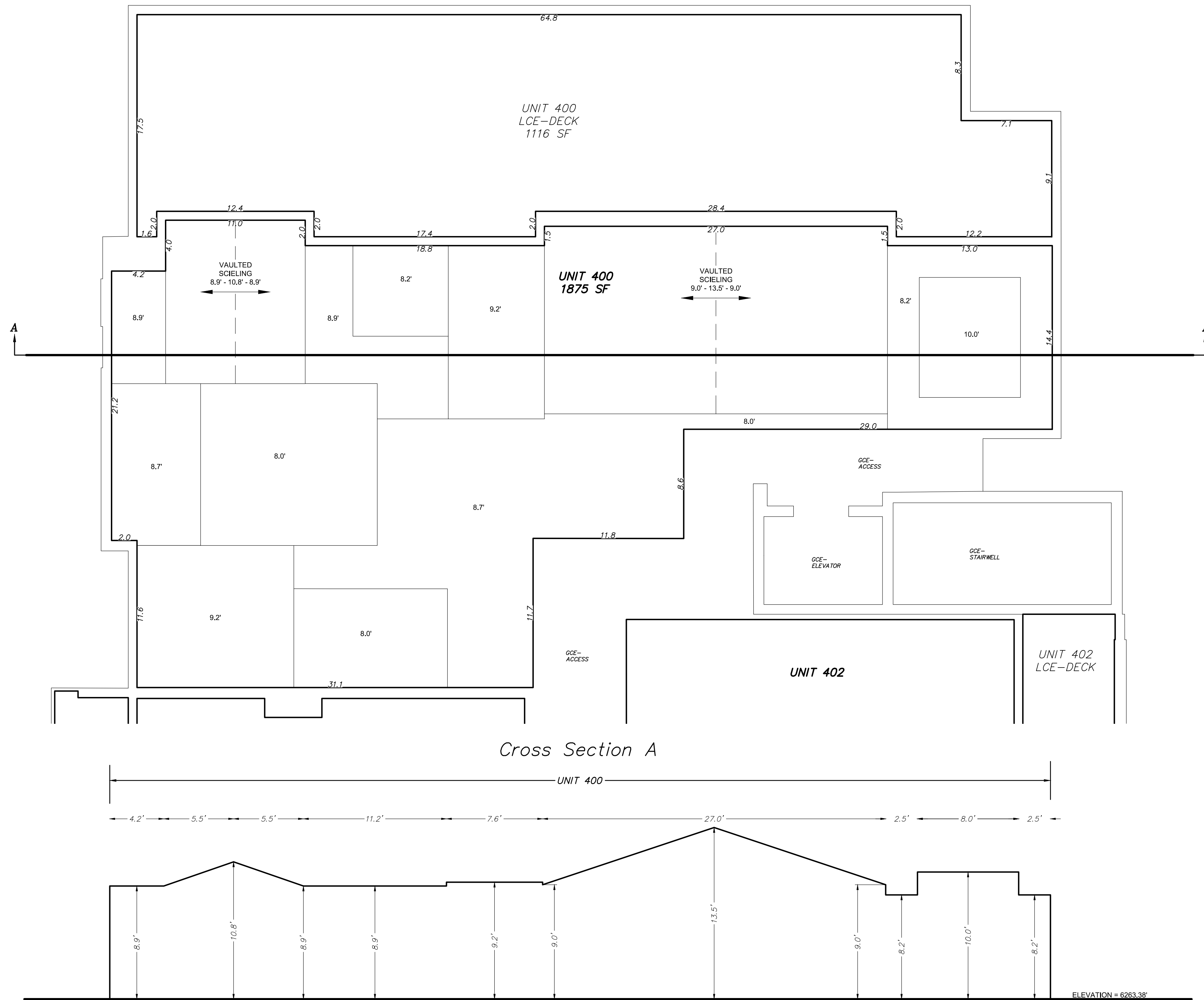


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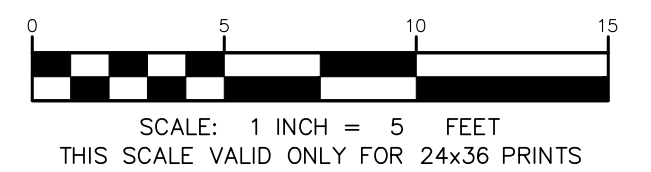
- SEE SHEET 2 FOR ADJOINING PROPERTY AND EASEMENT BOUNDARIES
- SEE NOTES ON SHEET 1 OF THIS PLAT.
- FOURTH FLOOR ELEVATION IS 6263.38
- SEE SHEETS 14 THROUGH 18 FOR FOURTH FLOOR CEILING HEIGHTS

LEGEND

- LOT 1 BOUNDARY
- TIE TO UNIT BOUNDARY
- CONDO UNIT BOUNDARY
- EXTERIOR BUILDING LINE



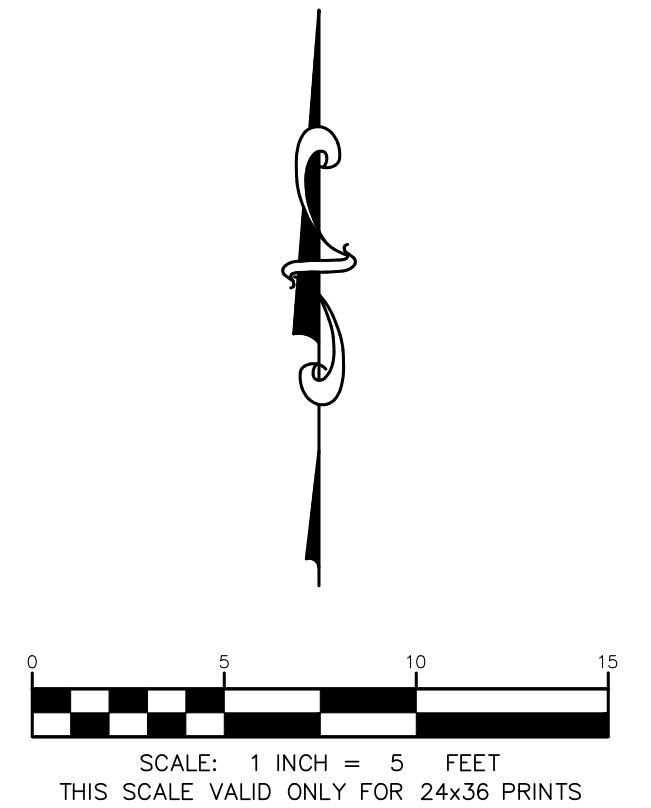
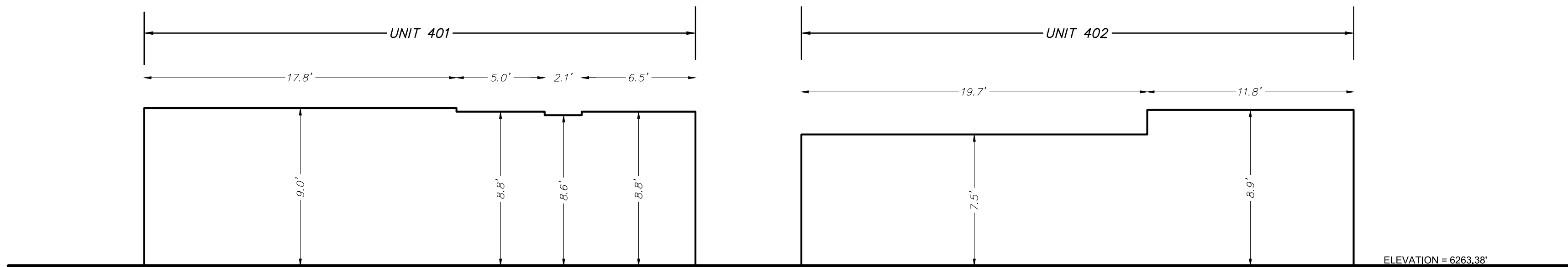
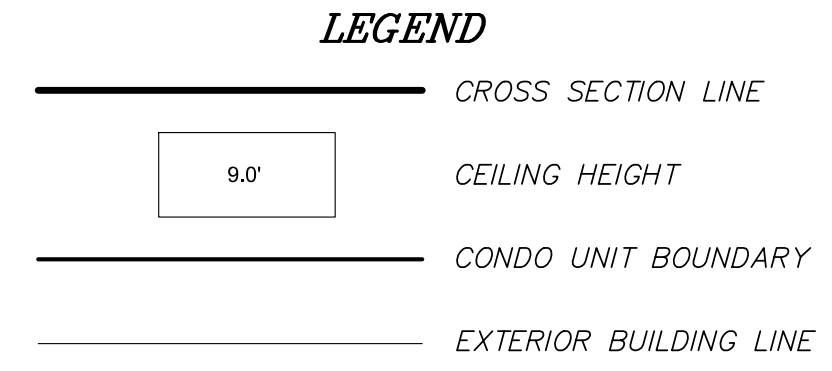
LEGEND	
	CROSS SECTION LINE
	CEILING HEIGHT
	CONDO UNIT BOUNDARY
	EXTERIOR BUILDING LINE



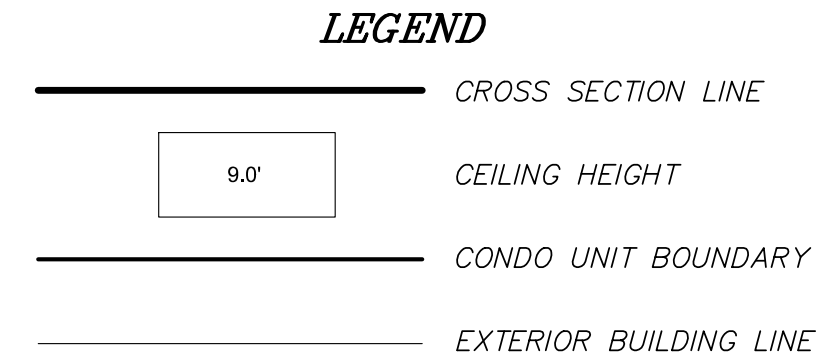
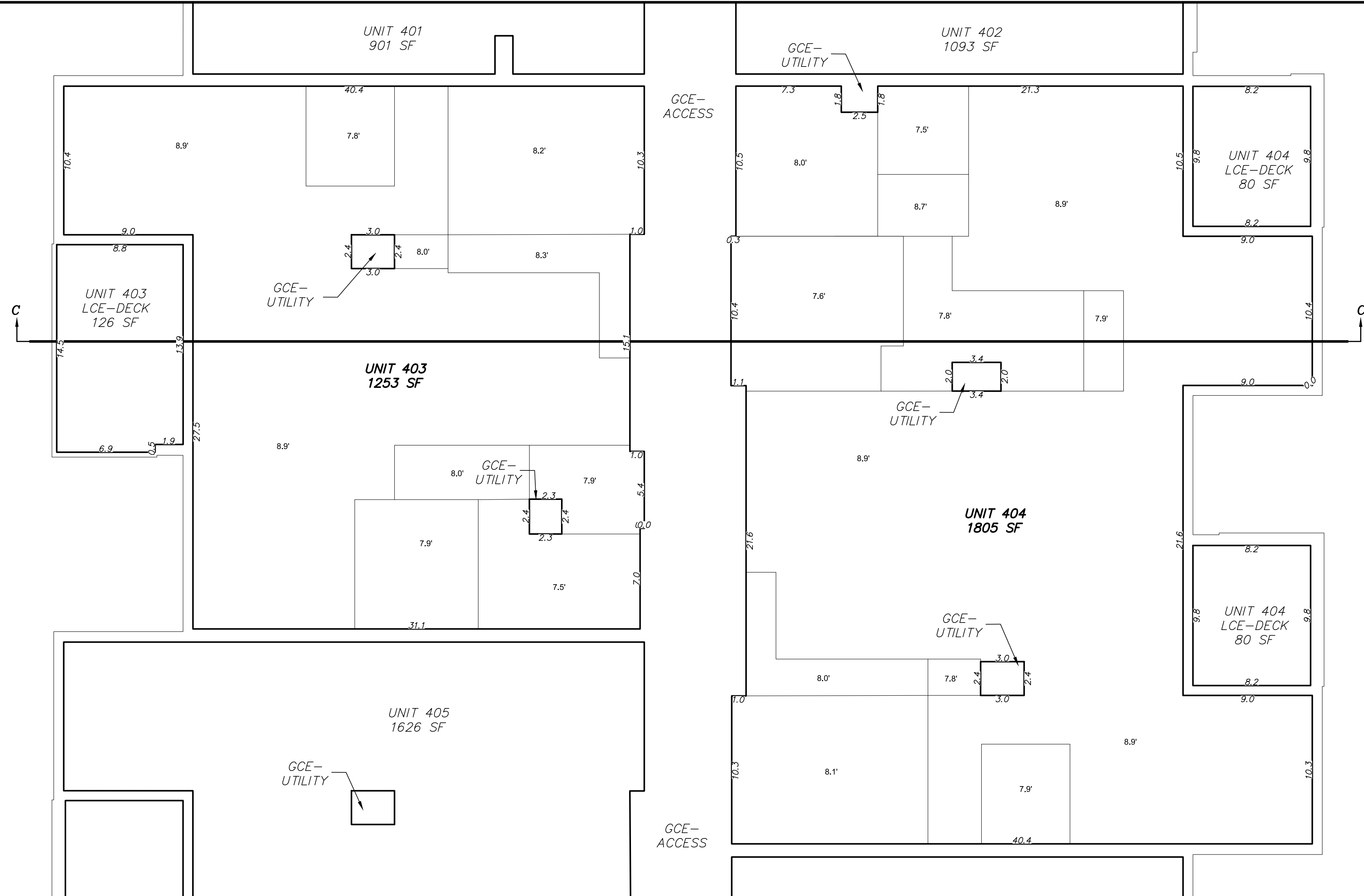
FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 14 OF 23
4TH FLOOR UNIT 400 DETAILS AND NOTES

Prepared by Jorgensen on Oct 03, 2018 - 11:38am

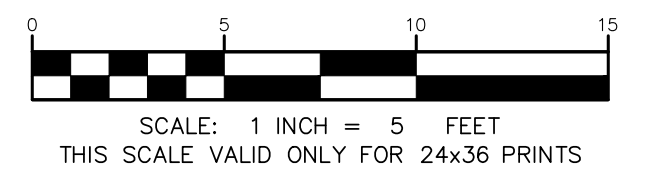
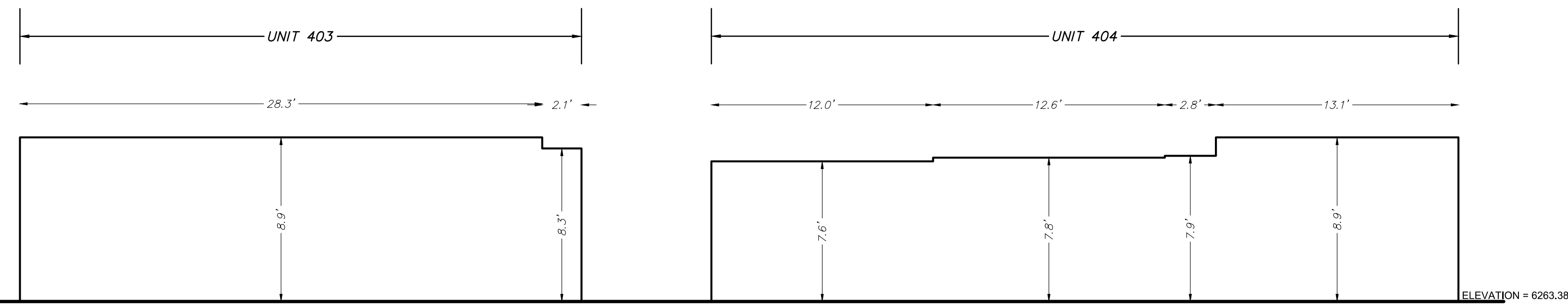
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FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 15 OF 23
4TH FLOOR UNITS 401, 402 DETAILS AND NOTES



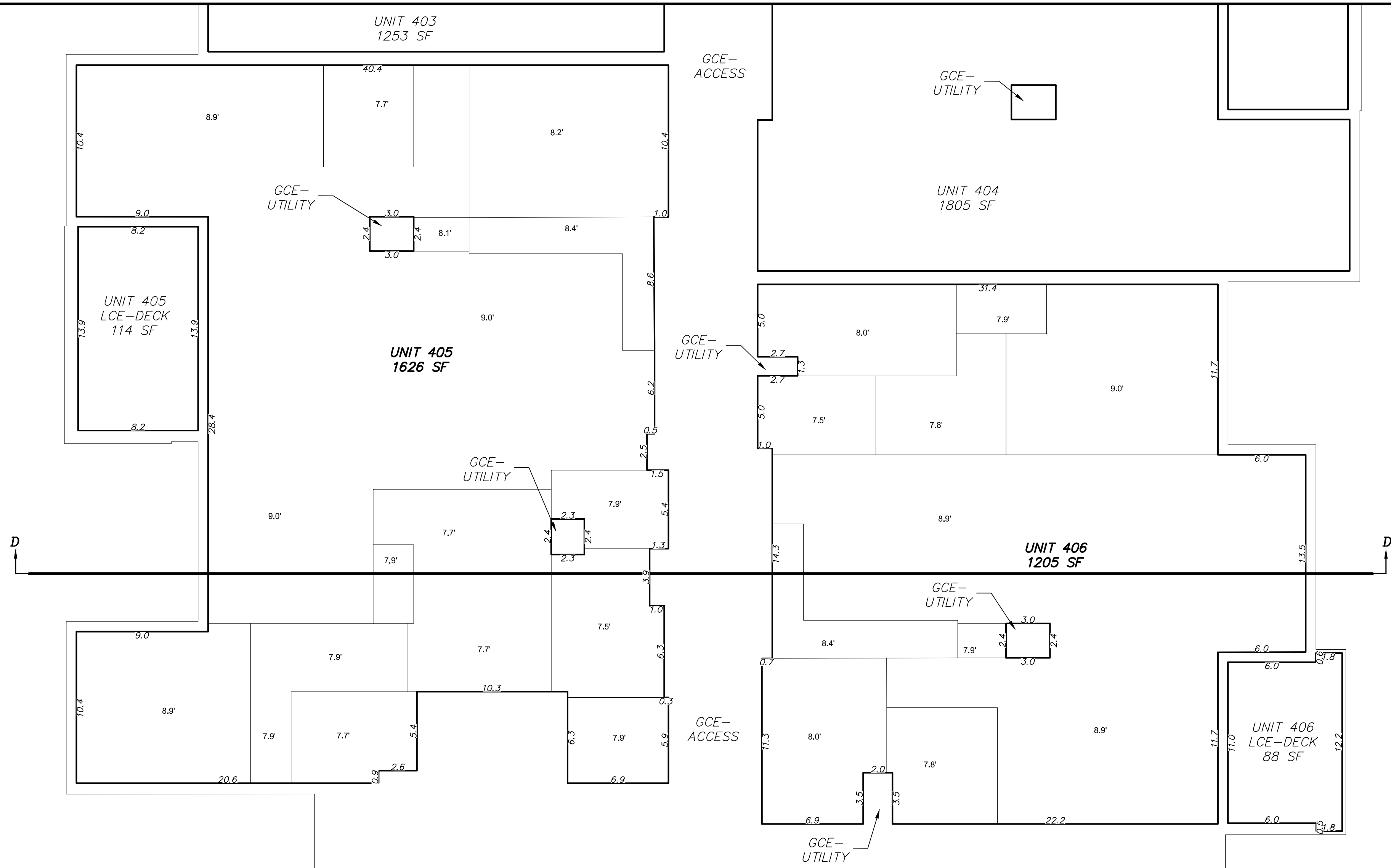
Cross Section C



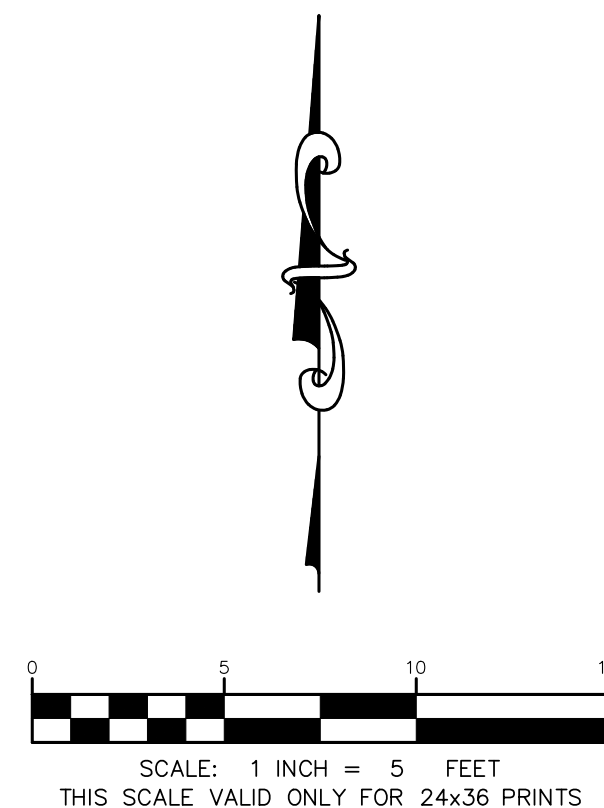
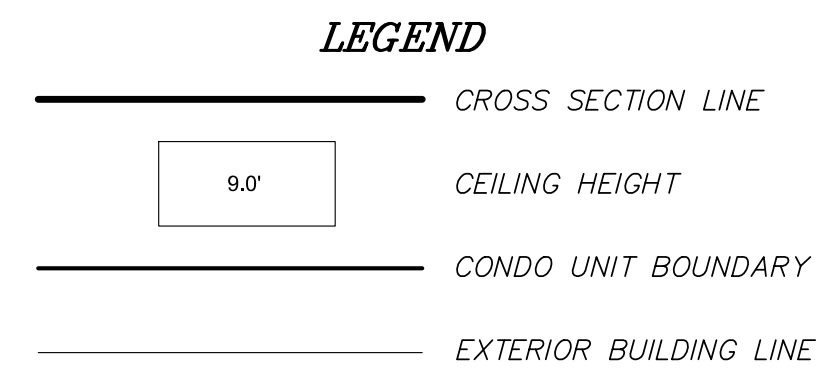
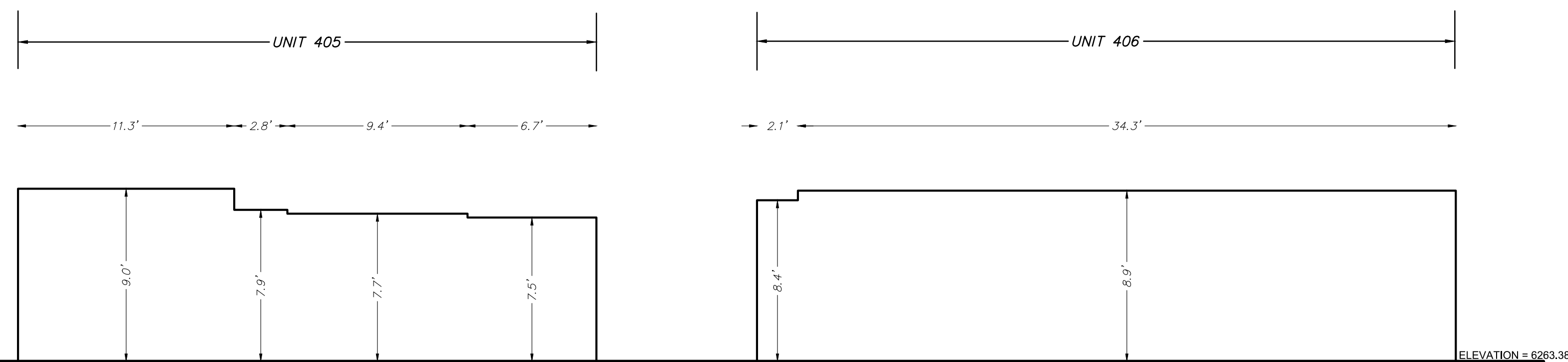
FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 16 OF 23
4TH FLOOR UNITS 403, 404 DETAILS AND NOTES

Plotted by jorgensen on Oct 03, 2018 - 11:38am

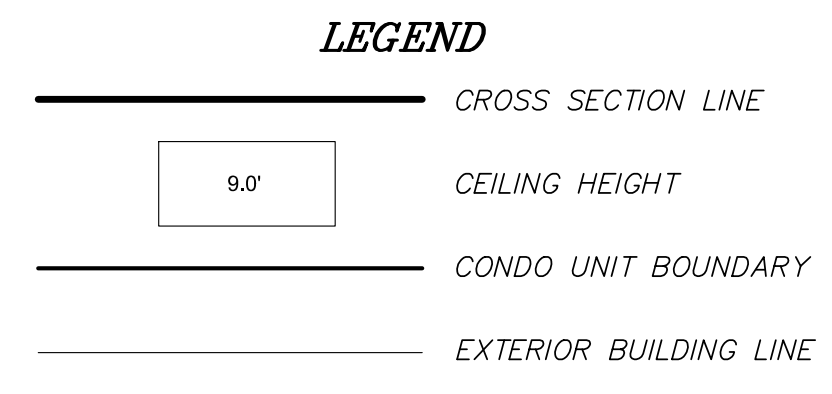
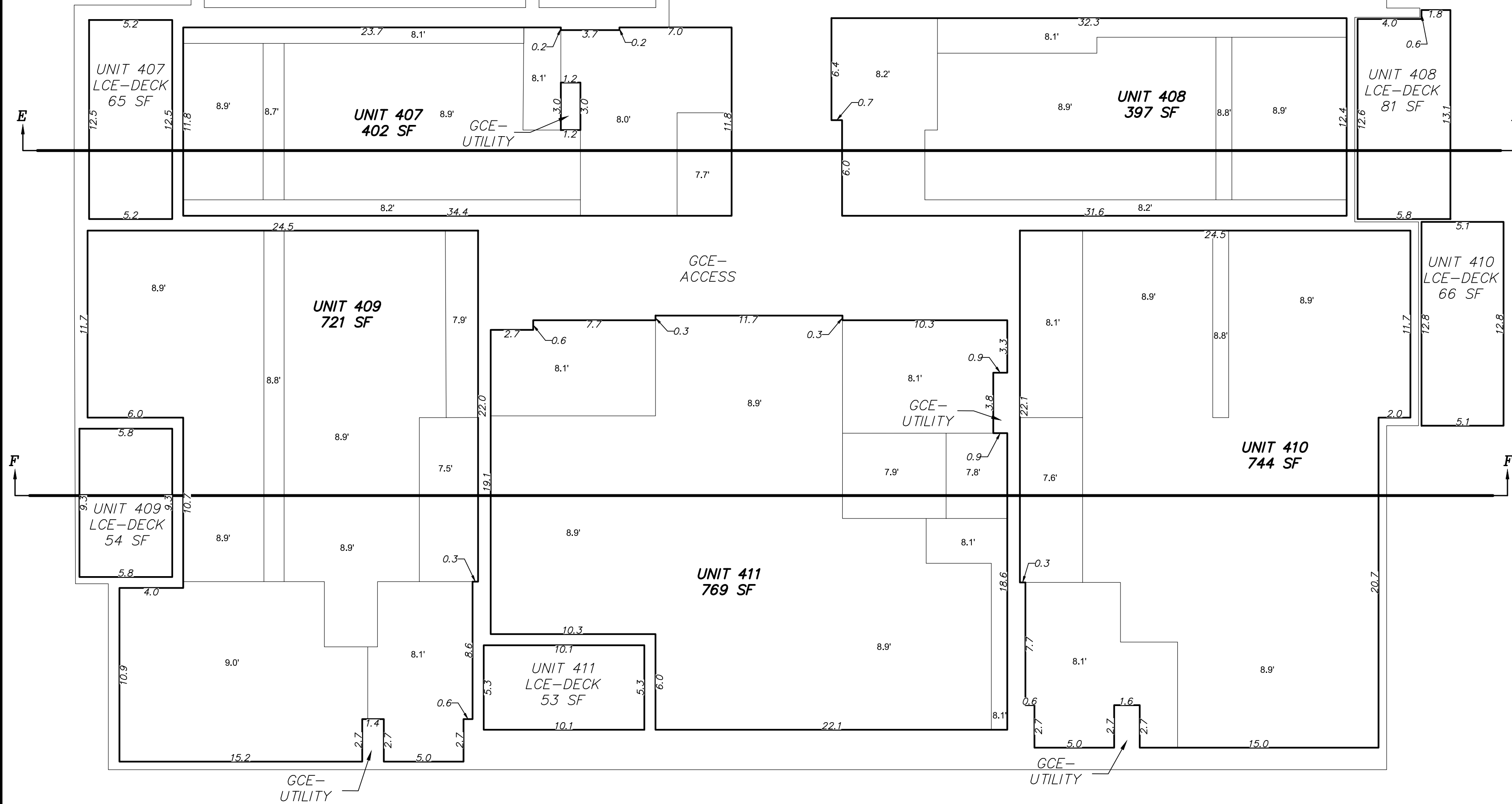
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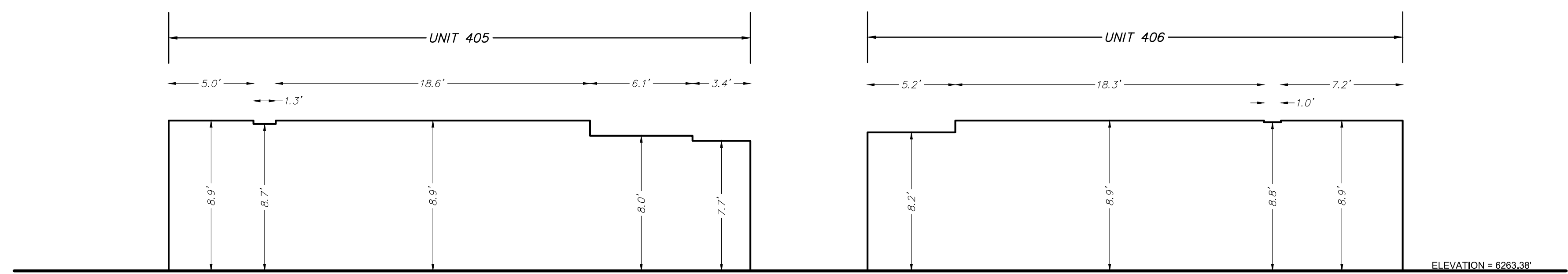
Cross Section D



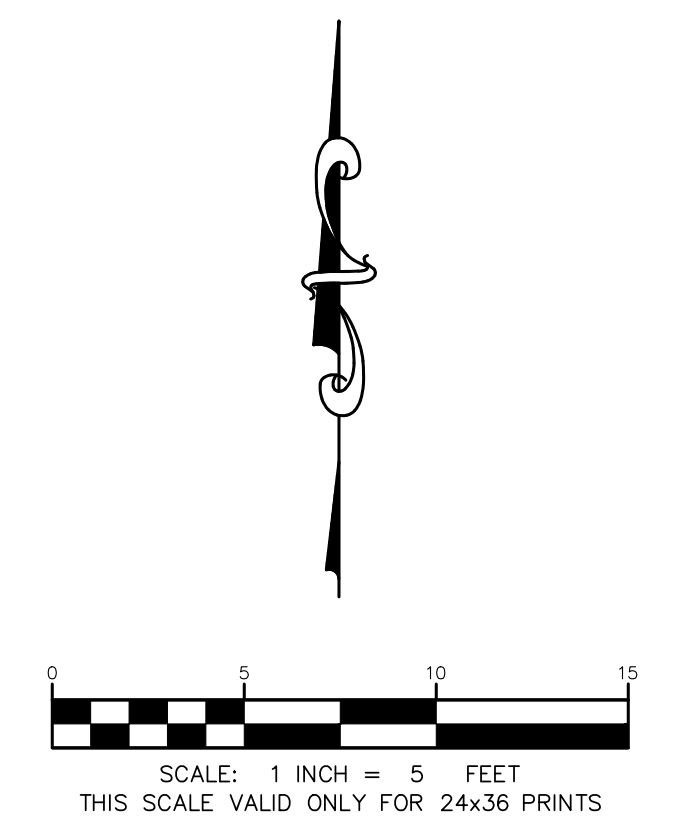
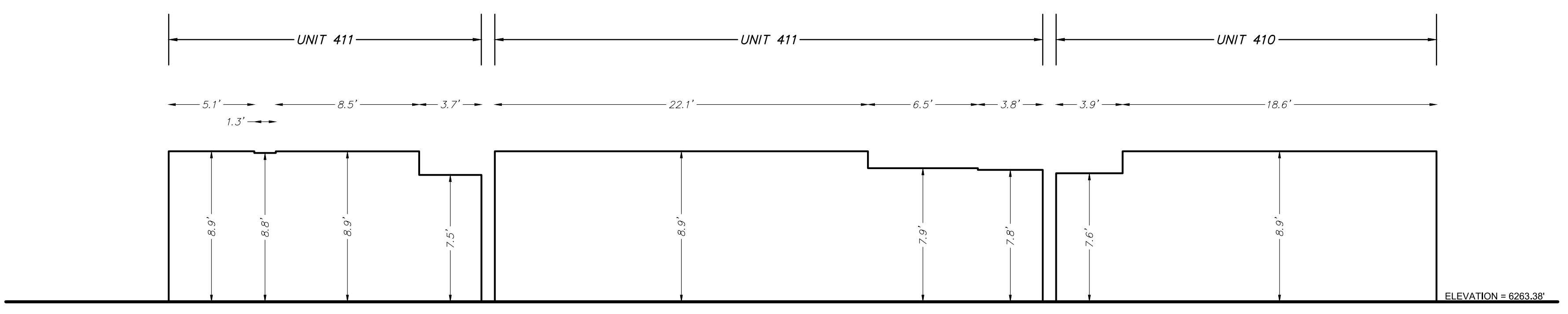
FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 17 OF 23
4TH FLOOR UNITS 405, 406 DETAILS AND NOTES



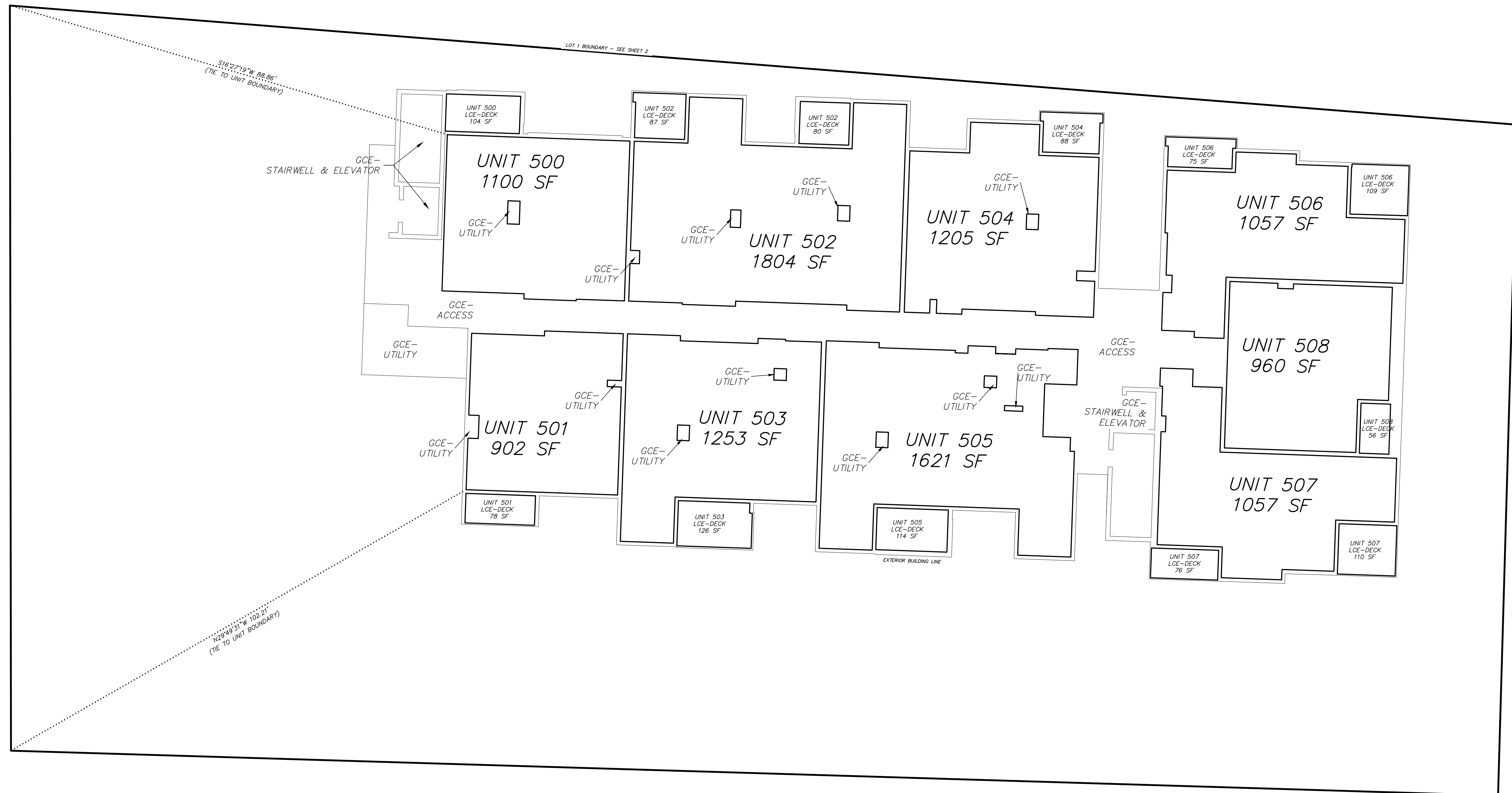
Cross Section E



Cross Section F



FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 18 OF 23
4TH FLOOR UNITS 407, 408, 409, 410, 411 DETAILS AND NOTES



NOTES

SEE SHEET 2 FOR ADJOINING PROPERTY AND EASEMENT BOUNDARIES

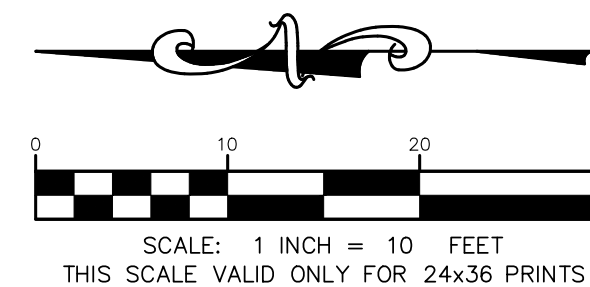
SEE NOTES ON SHEET 1 OF THIS PLAT.

FIFTH FLOOR ELEVATION IS 6273.88

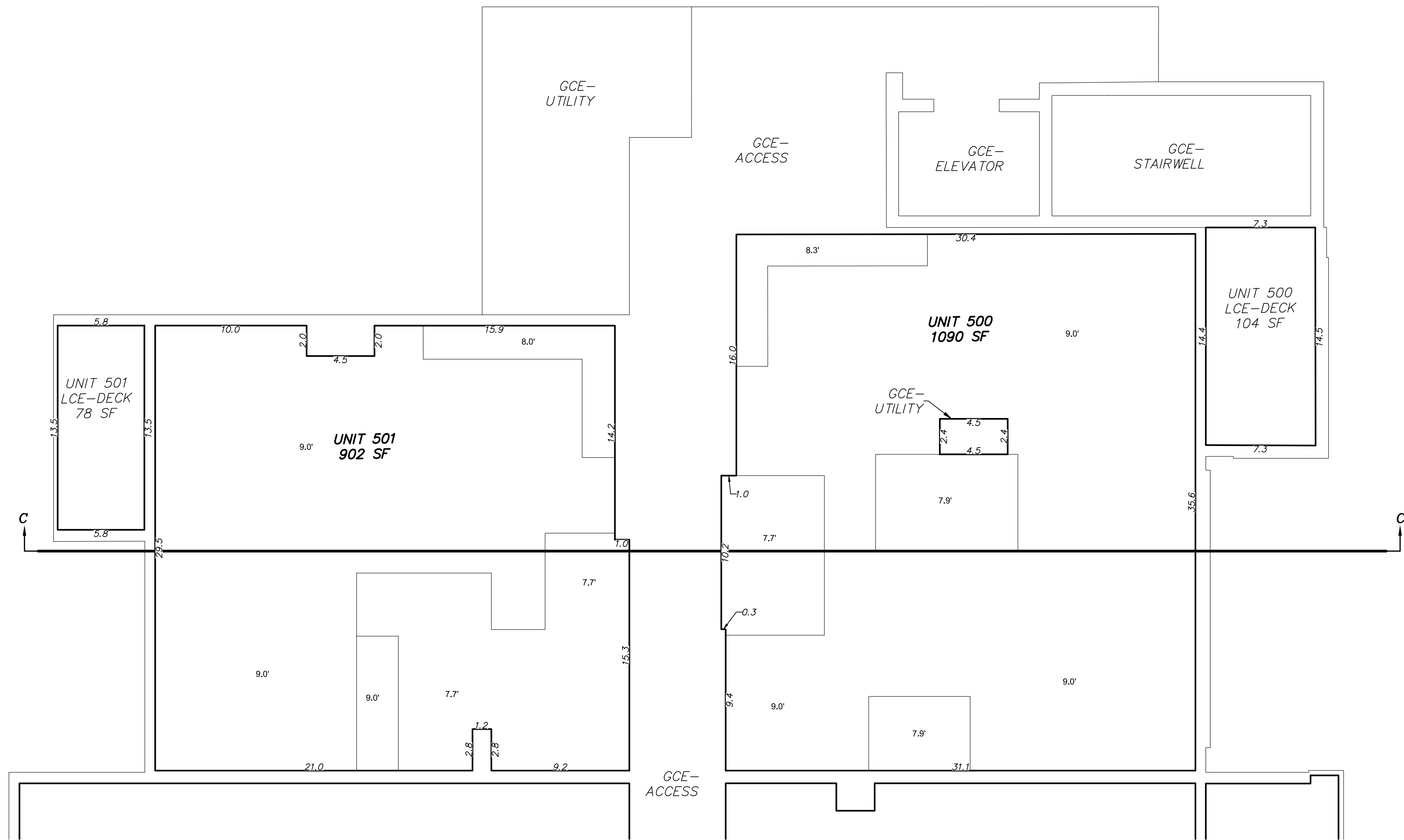
SEE SHEETS 20 THROUGH 23 FOR FIFTH FLOOR CEILING HEIGHTS

LEGEND

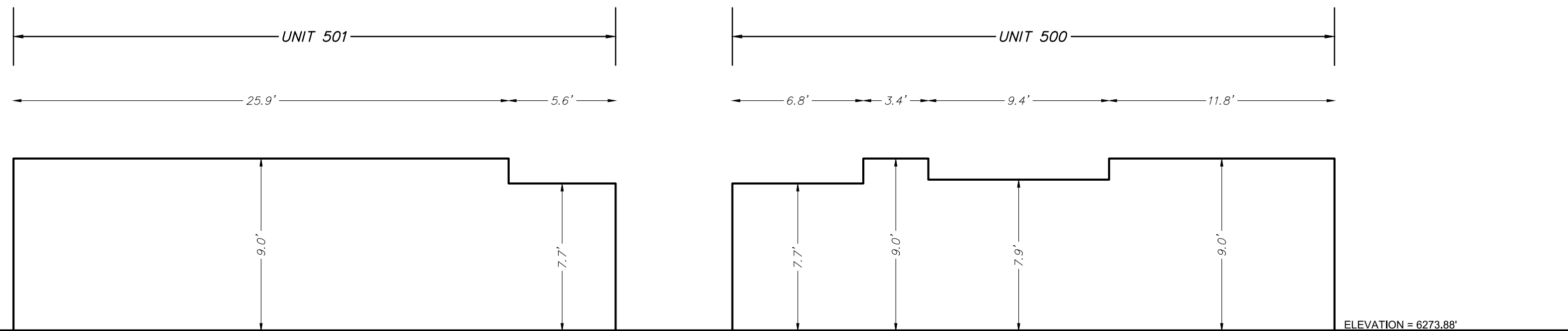
- LOT 1 BOUNDARY
 TIE TO UNIT BOUNDARY
 CONDO UNIT BOUNDARY
 EXTERIOR BUILDING LINE



*FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 19 OF 23
5TH FLOOR OVERVIEW AND NOTES*

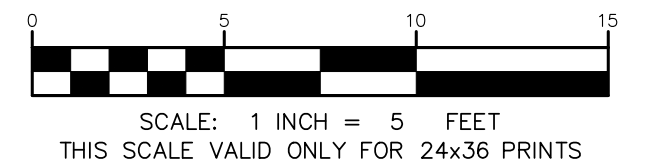


Cross Section C

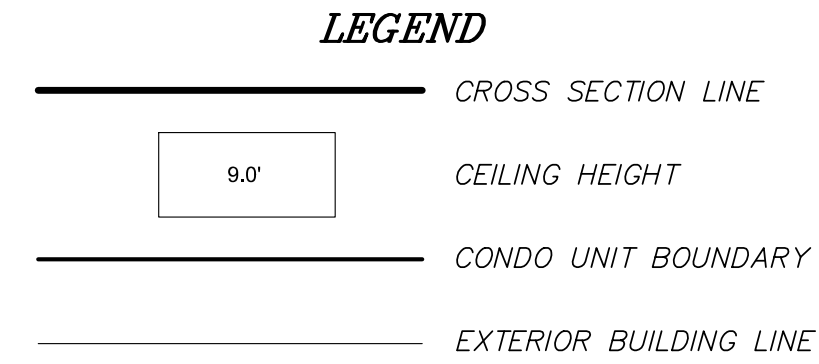
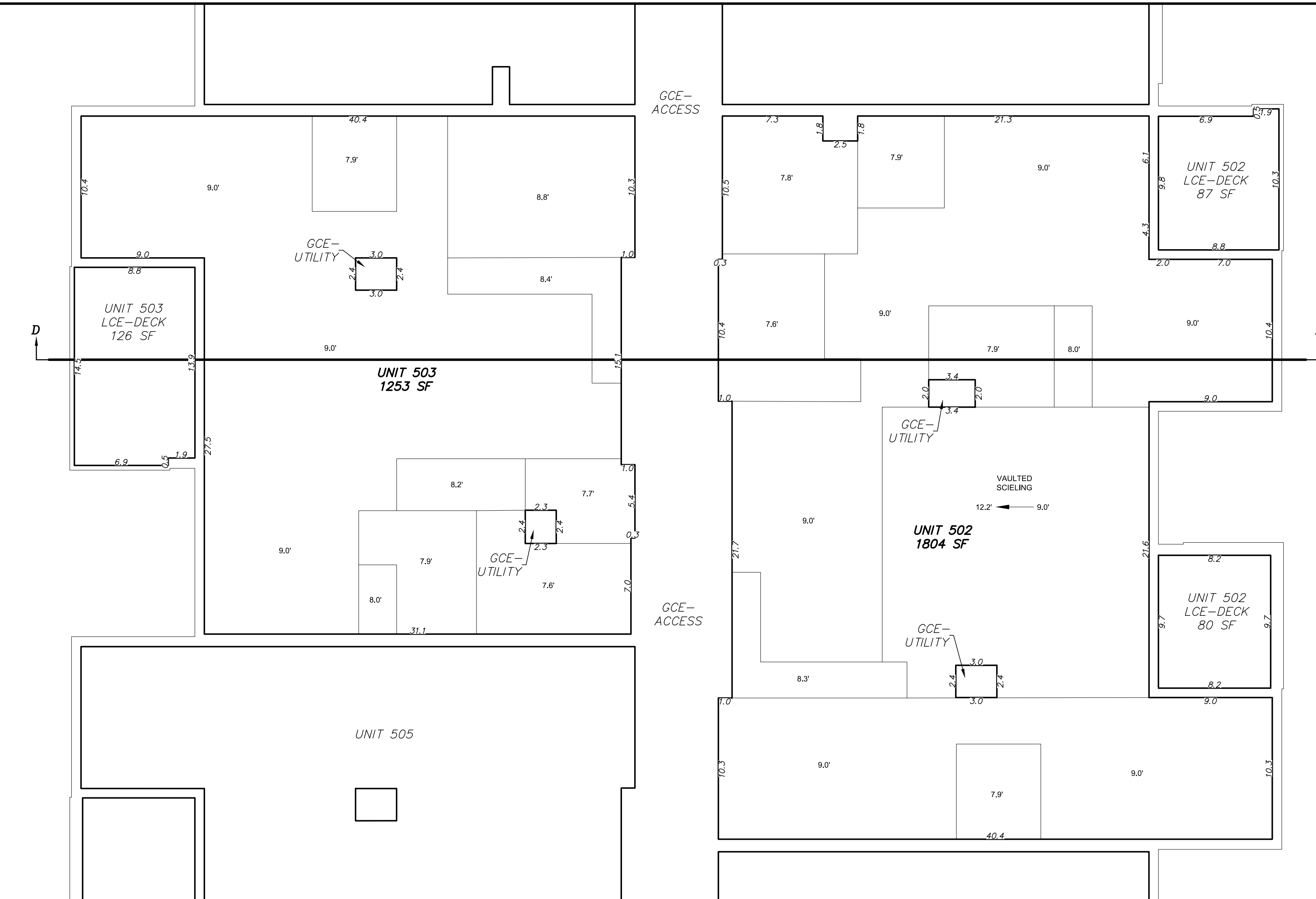


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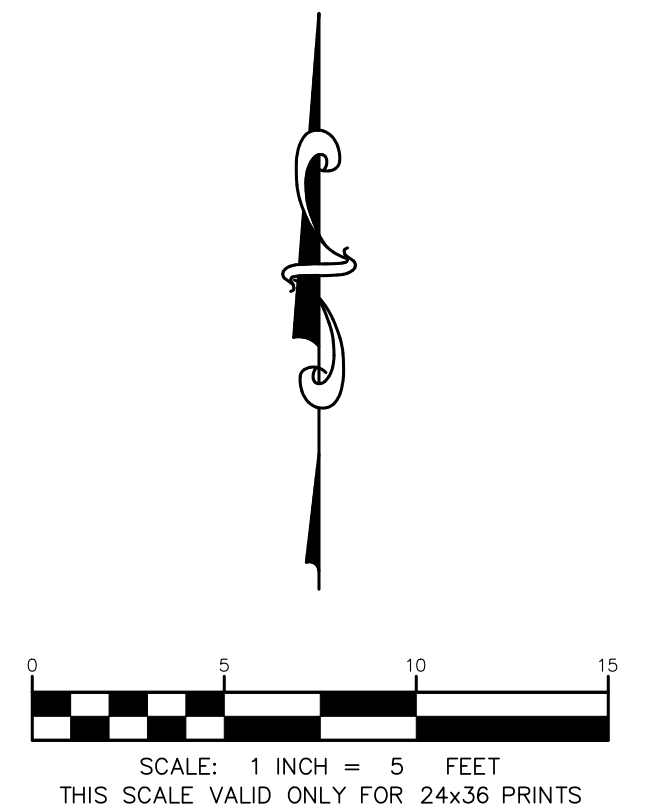
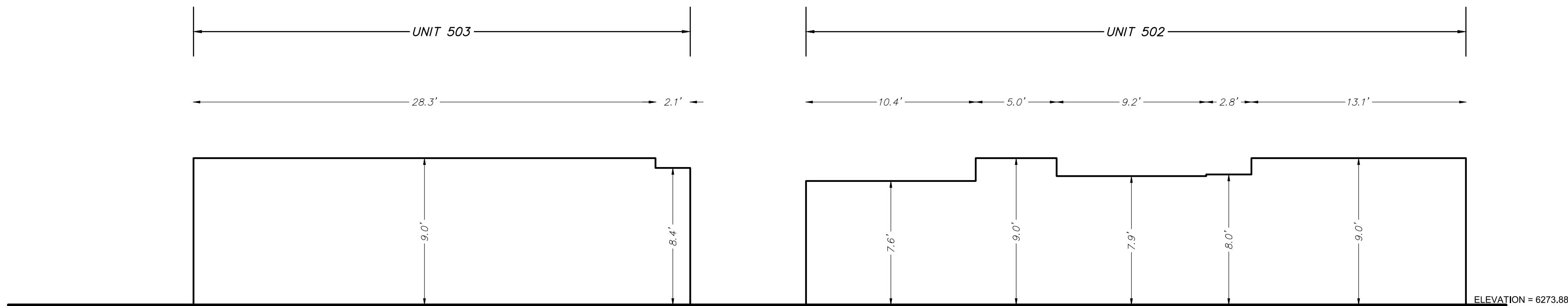
- CROSS SECTION LINE
- CEILING HEIGHT
- CONDO UNIT BOUNDARY
- EXTERIOR BUILDING LINE



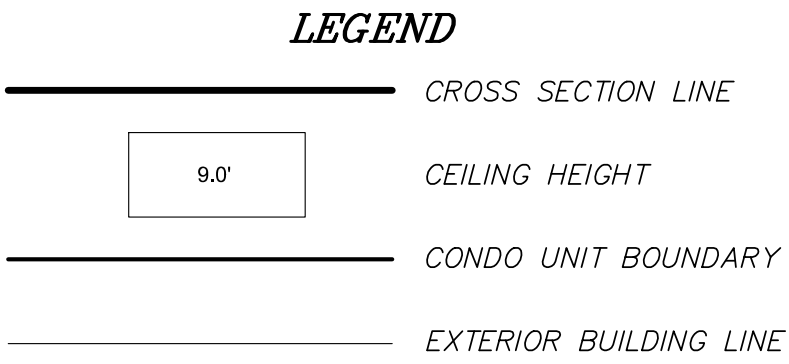
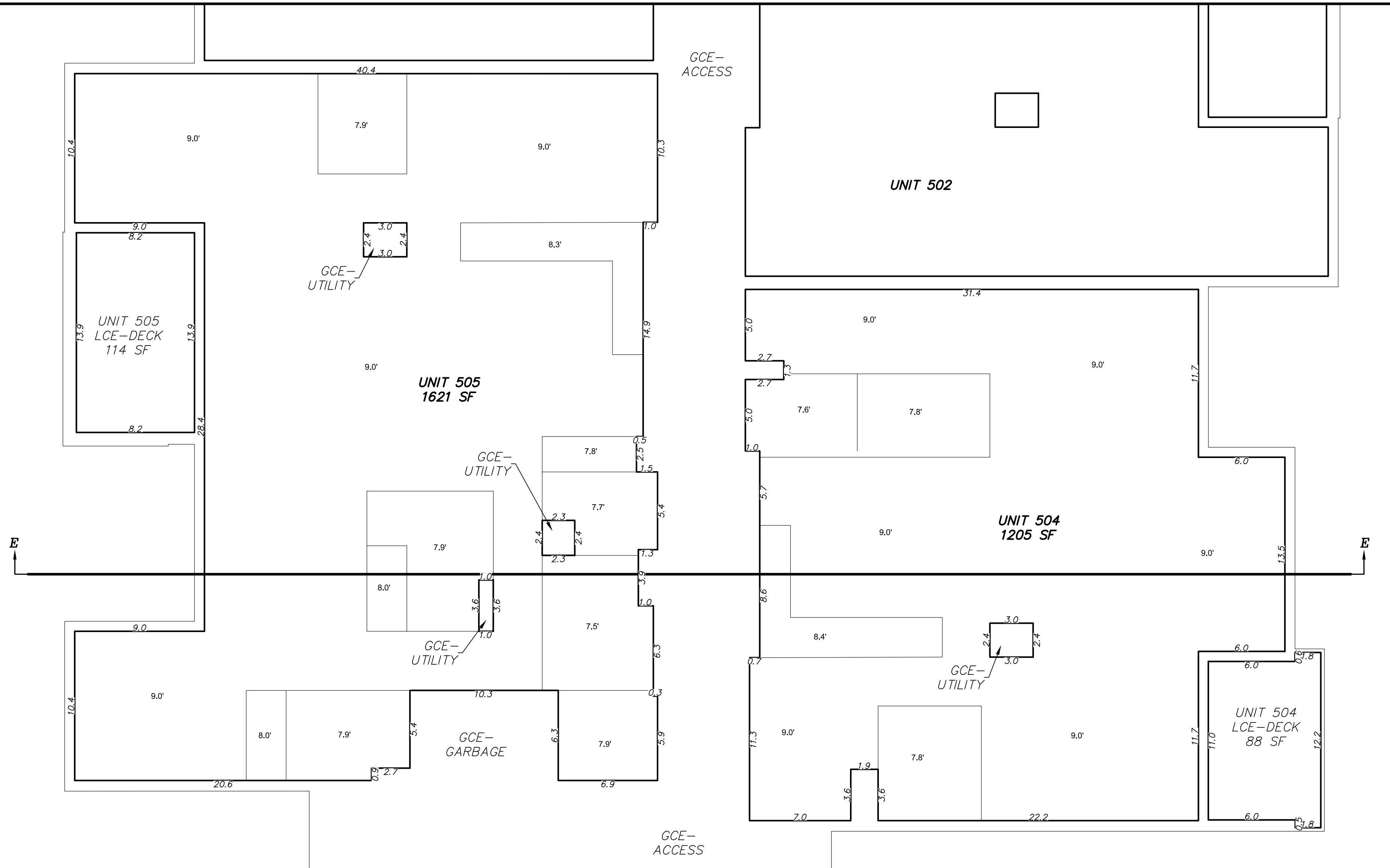
FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 20 OF 23
5TH FLOOR UNITS 500, 501 DETAILS AND NOTES



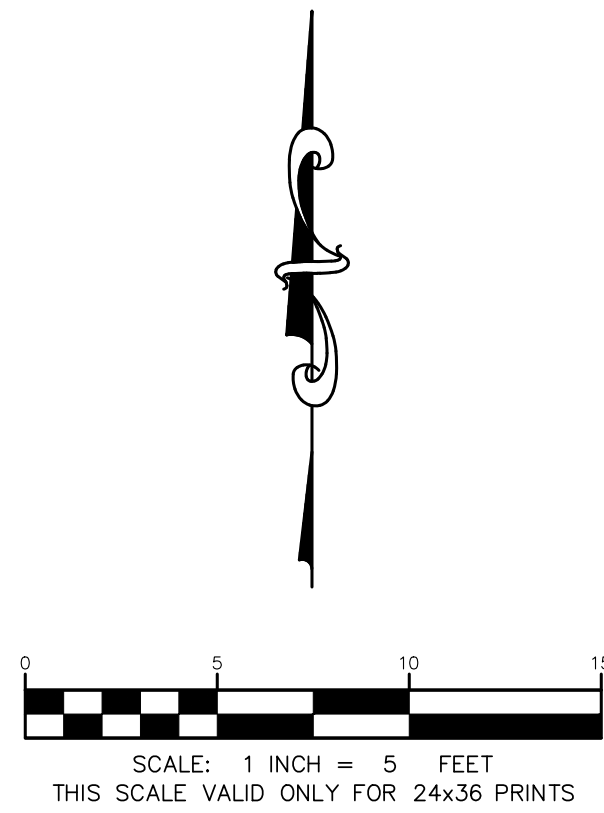
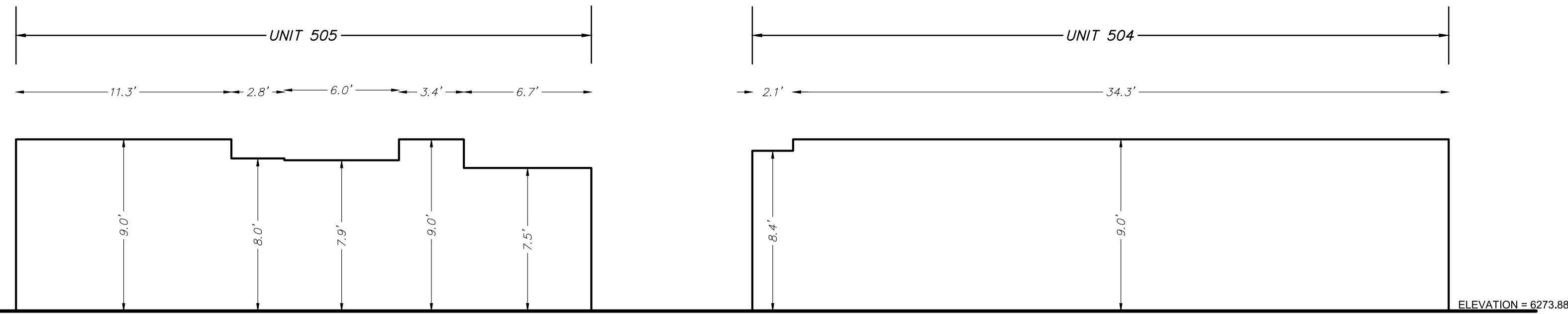
Cross Section D



FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 21 OF 23
5TH FLOOR UNITS 502, 503 DETAILS AND NOTES



Cross Section E



FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 22 OF 23
5TH FLOOR UNITS 504, 505 DETAILS AND NOTES

Printed by jorgensen on 04/03/2018 11:39am

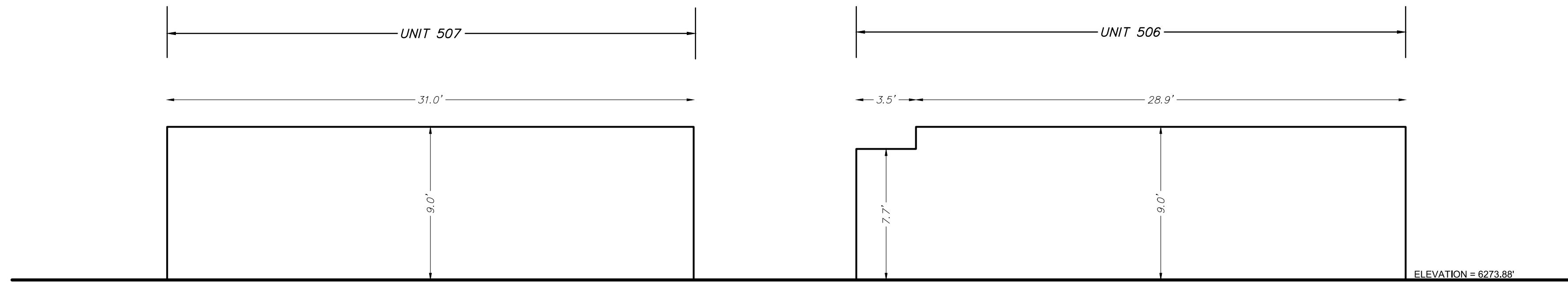
H:\2018\1510302-Survey\201804\PLAT\Map\15103_T24_Cross-Section.dwg



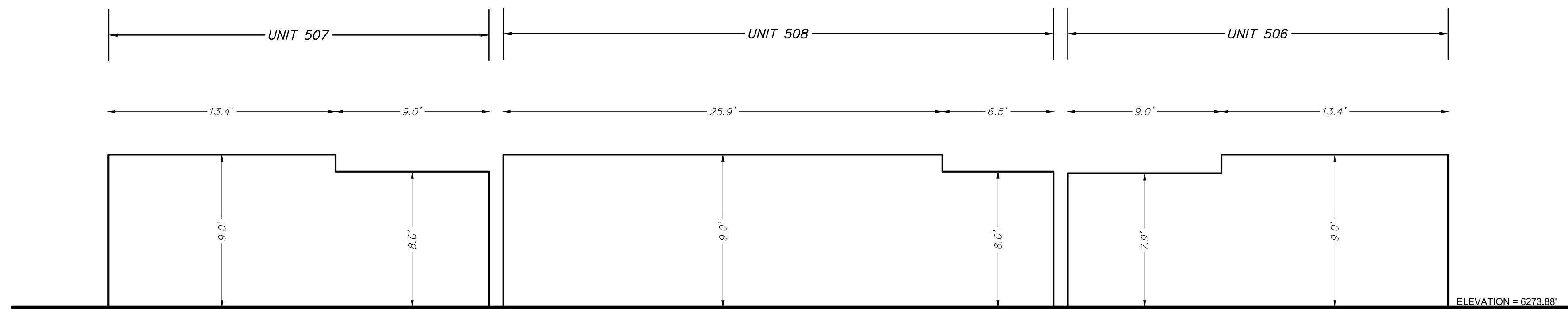
LEGEND

- CROSS SECTION LINE
- CEILING HEIGHT
- CONDO UNIT BOUNDARY
- EXTERIOR BUILDING LINE

Cross Section F



Cross Section G



SCALE: 1 INCH = 5 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

FINAL PLAT
ONE TOWN HILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
WITHIN LOT 1, PINE LODGE AMENDED
ADDITION TO THE TOWN OF JACKSON

LOCATED IN THE
NW1/4 of SW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 23 OF 23
5TH FLOOR UNITS 506, 507, 508 DETAILS AND NOTES

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: RDW
LAST REVISED: 10/03/2018
PROJECT NUMBER: 15103

Town of Jackson
Project Plan Review History
PLANNING

Project Number P18-286	Applied 10/4/2018	STOL
Project Name Subdivision Plat - One Town Hill	Approved	
Type FINAL PLAT	Closed	
Subtype CONDO/TOWNHOUSE	Expired	
Status STAFF REVIEW	Status	

Applicant Jorgensen Associates, P.C.	Owner CCC'S TOWN HILL LOFTS, LLC
---	---

Site Address 680 S Cache Street	City Jackson	State WY Zip 83001
---	------------------------	----------------------------------

Subdivision	Parcel No 22411634306001	General Plan
--------------------	------------------------------------	---------------------

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					
Fire		11/26/2018	12/10/2018		
Kathy Clay					

Fire	NO COMMENT	10/5/2018	10/26/2018	10/29/2018	
Kathy Clay					

Legal		11/26/2018	12/10/2018		
A Cohen-Davis					

Legal	APPROVED W/COND	10/5/2018	10/26/2018	10/22/2018	see notes
A Cohen-Davis					
(10/22/2018 1:29 PM AC)					
Certificate of Owner does not have information listed on title review:					
a) PRD: Bk. 429, p. 1-211;					
b) Restrictive Covenant and First Amendment thereto: Bk 818, pp 188-201; Bk 858, p. 827-836;					
c) Encroachment Agreement: Bk 945,p. 742-756; and					
d) Transfer and Allocation of Devt Rights: bk 894, pp 802-808.					

Planning		10/5/2018	10/26/2018		
Tyler Sinclair					

Planning		11/26/2018	12/10/2018		
Tyler Sinclair					

Plat Review-Survey	APPROVED W/COND	10/5/2018	10/26/2018	10/25/2018	mquinnwy@gmail.com
<none>					

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
(10/25/2018 3:34 PM STOL) Tiffany, Matt, Attached is my review of the referenced subdivision plat. The issues involving common elements vs. common easements needs attention in both the plat and the declaration as noted. I would appreciate the opportunity to review the revised plat prior to its submission to the BCC. Mike Mike Quinn, PLS Survey Manager					
Plat Review-Survey <none> (12/11/2018 9:24 AM STOL) see attachment	APPROVED W/COND	11/26/2018	12/10/2018	12/6/2018	see attachment
Plat Review-Title <none> (10/29/2018 3:58 PM STOL) See Attachement	APPROVED W/COND	10/5/2018	10/26/2018	10/29/2018	orders@wyomingtitle.com
Plat Review-Title <none> (12/11/2018 9:23 AM STOL) Good Morning Tiffany and Ryan,	APPROVED	11/26/2018	12/10/2018	12/6/2018	
My apologies for my confusion as to what was being asked here... I have reviewed the amended page of the Plat and if the Town is ok with the increase in the number of units, this revised page looks good. & Thanks for adding the elevations, Ryan! Please let me know if you need anything else. Best, Molly					
Police Todd Smith (10/10/2018 11:28 AM STOL) Tiffany,	APPROVED W/COND	10/5/2018	10/26/2018	10/10/2018	
Law Enforcement’s only request is that the units be clearly labeled with an address to ensure first responders can quickly determine unit numbers when needed. No other concerns. Thank you, Todd					
Police Todd Smith	NO COMMENT	11/26/2018	12/10/2018	12/11/2018	
Public Works Brian Lenz		11/26/2018	12/10/2018		

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Public Works Brian Lenz (11/8/2018 11:11 AM BTL) Final Plat Comments-APPROVED with Conditions	APPROVED W/COND	10/5/2018	10/26/2018	11/8/2018	Bond \$5000 for Lot 1 Monument:
P18-286 Jorgensen Associates for CCC's Town Hill Lofts, LLC 680 S. Cache					
November 8, 2018 Brian Lenz – 307 733-3079					
A bond in the amount of \$5000 for monumentation shall be provided, said bond will be released once monumentation for the subdivision (Lot 1) has been set or verified that it is still intact.					
PRIOR TO PLAT SIGNATURE THE FOLLOWING SHALL BE ADDRESSED:					
SHEET 1 of 23					
Certificate of Approval:					
1. Sandy Birdyshaw should be Sandra P. Birdyshaw in the attest and the notary.					
Certificate of Engineer					
1. Storm Sewer extension should also be included in the statement.					
NOTES					
1. Add a note for, NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION SYSTEM					
2. Add a note for, NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM					
3. Add a note, NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS					
a. (Notes 1 through 3 can be combined into one note)					
4. Add a note for, NO PUBLIC MAINTENANCE OF ROADS OR DRIVES					
5. Add a note for NO PUBLIC MAINTENANCE OF SIDEWALKS AND RAMPS					
SHEET 2 of 23					
Shows the 5 feet wide gas easement from Plat 1282. Sheet C2.0 of the Building Permit Plans show the southern section of the gas line being rerouted. Confirm if the gas line was rerouted. An new easement for the gas line in it's as constructed location should be provided. Minimum width for gas utility easements is 15 feet.					
A digital copy of the approved plat shall be provided in a form acceptable to the maintainer of the County GIS.					
TC Housing Authority Stacy Stoker		11/26/2018	12/10/2018		
TC Housing Authority Stacy Stoker (10/17/2018 8:28 AM SAS)	APPROVED W/COND	10/5/2018	10/26/2018	10/17/2018	See Notes
The Condominium Declaration refers to the restricted units (407, 408, 409, 410, 411) as Employment-based units. It is referenced in section 2.10 and throughout the document. The correct name for these units is Affordable Rental Units. This correction needs to be made in the Condominium Declaration.					
The applicant has submitted a deed restriction worksheet, but has not included draft deed restrictions. The templates for the standard restrictions for the new regulations have not been approved by the Town council. They are scheduled to be approved on November 5 so they are not available for submission with the plat. Prior to certificate of Occupancy, the restrictions shall be recorded on the Affordable Rental Units. The Housing Department will work with the applicant to draft and record the restrictions using the approved standard template.					

MJQ/18-004-01

October 24, 2018

Town of Jackson
Planning and Building Department
Box 1687
Jackson, WY 83001

ATTN: Tiffany Stolte
RE: One Town Hill Condominiums

Dear Tiffany,

I have reviewed the plat accompanying the above-referenced subdivision application. I would suggest the surveyor address the following items:

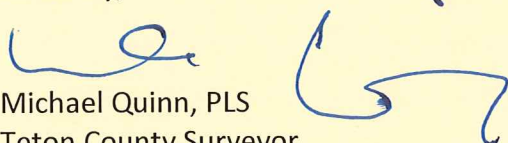
- In the Certificate of Owner, a verbatim transcript of part of the Title Guarantee does not particularly serve the interests of the owners or buyers as well as might be wished. For example, the note "...document of record in item 13..." does not seem very informative. What "item 13" is referenced, where is it located, and how does it burden or benefit the property? Referencing a title report when the reader does not generally have the benefit of the title report seems somewhat evasive or disingenuous, and does not relieve the surveyor or owner of responsibility.
- The Certificate of Owner refers to "... an easement estate in the exclusive and non-exclusive easements", whereas the Declaration refers to "Common Elements". This creates an **ambiguity as to the intent of the plat**, and the statement on the plat should specifically include a granting of ownership rights in the common elements per Wyoming Statute and the Declaration. This issue needs and deserves very careful attention in the Declaration and on the plat to ensure that both documents are consistent and reflect the intent of the owner.
- In the Certificate of Surveyor, a full, legal definition of the property being subdivided is appropriate. "This subdivision is identical with and described as: ..." seems a desirable and useful statement preceding the legal definition of the property.
- On Sheet 2, a depiction of the entire building foundation would be informative and useful. The details of the basement elements could be shown on an additional page. As the elements (or easements?) are not dimensioned, I'm not sure what purpose the depiction of these elements serves. Also, the "GCE" notation should be clearly identified as **General Common Easements**, if that is indeed the intent, or a clear statement that this notation refers to **General Common Elements**, as defined in Wyoming Statutes. Common elements and easements are both referenced in the Declaration, which adds to the confusion.

One Town Hill Condominiums

- Units 100, 101, 102 appear to have no defining walls. Is this the intent?
- The dimensioning on the plan sheets could be enlarged, perhaps even made legible on 11"x17" prints.
- The ceiling height notations could be placed in a box, as in the legend, or have some symbol added to ensure that there is no confusion between these numbers and the dimensioning. Also, there are instances of ceiling height changes which are not dimensioned horizontally on the plan view sheets. The use of a different linetype for areas of ceiling height changes and some of the dimensioning and exterior building lines would clarify the situation in many instances.
- "GCE – Access" as on sheet 6 appears to include many of the interior walls, as there is no demising line between this space and the walls between units.
- Cross-Sections perpendicular to those shown would clarify some of the dimensioning ambiguities.
- Several cross-sections through the entire building, in both orientations, would clarify the relationships between units and floor and ceiling levels.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,


Michael Quinn, PLS
Teton County Surveyor

cc: Jorgensen Associates



PLAT REVIEW

Name of Proposed Plat: One Town Hill Condominiums Addition to the Town of Jackson

Legal Description:

A Condominium Subdivision within Lot 1, Pine Lodge Amended Addition to the Town of Jackson, located in the NW¼ of SW¼ Section 34, T41N, R116W, 6th P.M. Town of Jackson, Teton County, Wyoming

PIDN: 22-41-16-34-3-06-001

Reference: W-17777

Title:

Vesting: CCC's Town Hill Lofts, LLC, a Wyoming limited liability company

Are there any title problems? ☐ Yes ☒ No

Does title vesting match ownership as shown on proposed plat? ☒ Yes ☐ No

1. Ownership on the plat shows:
CCC's Town Hill Lofts, LLC, a Wyoming limited liability company

If title is vested in non-natural entities, have copies of corporation or LLC documents been reviewed? ☐ Yes ☒ No

1. Certificate of Good Standing reviewed, only
2. The property is held in a limited liability company. An operating agreement and articles of organization should be reviewed to determine who is authorized to sign the plat.
3. Signature line on Plat does not match the signature/capacity on the Plat Application, the Deed Restriction Worksheet OR the Declaration of Condominium to be recorded with said Plat.

Access:

Legal: ☒ Yes ☐ No Physical: ☐ Yes ☐ No

Legal access provided by Lot 1, Pine Lodge Amended abuts city street – South Cache Street

& Section 10.7 of the Declaration – should this include inclusive language as to guests/invitees, or is it inferred?

Lots and Units:

Are lots progressively numbered? ☒ Yes ☐ No ☐ N/A

Does plat vacate lots from which these lots are platted? ☐ Yes ☒ No ☐ N/A

Are lot dimensions shown? ☐ Yes ☒ No ☐ N/A

Streets:

Are streets ☐ dedicated to the public OR ☐ private, with rights of way granted to each lot owner? ☒ N/A There are no streets within the plat boundary.

Easements/Encumbrances:

Are all easements/encumbrances shown on SG 08010264 listed on the plat?
☒ Yes ☐ No ☐ N/A

The following easements/encumbrances shown on SG 08010264 are missing from the plat:
none

Other Documents missing from plat found through separate title search:
none

Certificates: Are the following certificates included in the plat?

Owner's Certificate (WS 34-12-103) ☒ Yes ☐ No

Is Owner's Certificate executed by the correct party? ☒ Yes ☐ No

1. Need to add "a Wyoming limited liability company" and verify the signer and capacity as set out in the Operating Agreement & Articles of Organization.

Surveyor's Certificate ☒ Yes ☐ No

Mortgagee's Certificate (WS 34-12-102) ☒ Yes ☐ No

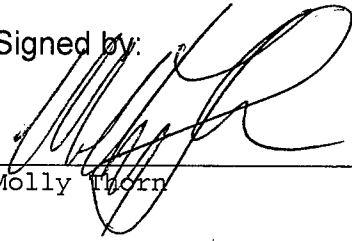
1. Recorded by separate affidavit

Comments/Requirements:

1. Please review LLC docs to verify authorized signer and unify the signing capacity across all Plat related documents.
2. Please be sure the Plat defines the ownership in three dimensional airspace with an undivided interest in the general common areas. Please be sure plat provides cross sections with dimensions, along with elevations for ALL units, so that we know where in space that cube of ownership hangs. We are unable to locate the Basement or the First Floor defined ceiling heights, elevations or cross sections. Also, unable to locate cross sections for all changes in ceiling heights or all units on floors for which cross sections have been provided.

3. Please include a summary on the first page of the Plat showing the number of units, unit numbers and type of unit. Also, it would be nice to include information as to common elements (though this does appear in the declaration of condominium).

Signed by:



Molly Thorn

10.26.2018

Date

MJQ/18-004-01

December 6, 2018

Town of Jackson
Planning and Building Department
Box 1687
Jackson, WY 83001

ATTN: Tiffany Stolte
RE: Town Hill Condos revised submission

Dear Tiffany,

I have reviewed the the new sheet 4 of the revised plat accompanying the above-referenced subdivision application. I would suggest the surveyor address the following items:

- The revisions as shown will obviously require revisions on other sheets, and in particular sheet 3. If I didn't mention it previously, it might be beneficial to note the "floor" number on all of the detail sheets for clarity.
- Clearly, the page numbers will need to be edited on all sheets, as it appears that two new pages have been added.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,


Michael Quinn, PLS
Teton County Surveyor

cc: Jorgensen Associates

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 12-10-18

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: One Town Hill
2. LOCATION: 680 South Cache
3. PROJECT NUMBER: P18-286

4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	<u>2</u>		1.25	<u>2.5</u>
1 BEDROOM	<u> </u>		1.75	<u> </u>
2 BEDROOM	<u>3</u>		2.25	<u>6.75</u>
3 BEDROOM	<u> </u>		3.00	<u> </u>
4 BEDROOM	<u> </u>		3.75	<u> </u>
5 BEDROOM	<u> </u>		4.50	<u> </u>
EACH ADDITIONAL BEDROOM	<u> </u>		0.50	<u> </u>
DORMITORY	<u> </u>		1 per 150 sf of net habitable area	<u> </u>
TOTAL				<u>9.25</u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{9.25} \text{ TOTAL PROJECTED POPULATION } \times \frac{9 \text{ ACRES}}{1000 \text{ RESIDENTS}} = \underline{\hspace{2cm}} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{0.08325} \text{ REQUIRED ACRES } \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{8325.00} \text{ CASH-IN-LIEU}$$

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

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE:_____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: One Town Hill
2. LOCATION: 680 South Cache
3. PROJECT NUMBER: P18-286

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>680 South Cache</u>		<u> </u>
.015 ACRES PER UNIT MULTI-FAMILY		<u>5</u>		<u>0.075</u>

5. CALCULATE CASH IN-LIEU:

$$\frac{0.075}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{8325.00}{\text{CASH-IN-LIEU}}$$

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



PLANNING & BUILDING DEPARTMENT

August 20, 2010

Mr. Manuel Lopez
P.O. Box 928
Jackson, WY 83001

Re: Snow King Resort Master Plan Entitlements

Dear Mr. López:

This letter is in response to your August 10, 2010, email in which you inquired about the entitlement status of the Snow King Resort Master Plan. In researching this request I have reviewed Section 2540 Standing Amendments, Expiration, Extension and Reconsideration of the Town's Land Development Regulations; and Chapter XI Phasing and the Snow King Resort Master Association of the Snow King Resort Master Plan. Section 2540.C of the Land Development Regulations states as follows:

C. Expiration.

1. Time-frame. A Planned Resort master plan shall expire three (3) years from the date of its approval unless a sufficient application for Final Development Plan, in accordance with the approved phasing plan, is filed with the Planning Department. A Planned Resort master plan shall expire five (5) years from the date of its approval unless there is commencement of construction or operation of land uses or activities in accordance with the approved phasing plan. Notwithstanding, alternate time frames for expiration of a Planned Resort master plan may be established in an approved phasing plan.

Following are the pertinent applications and dates that I find indicate that Section 2540.C of the Land Development Regulations has been satisfied.

- Snow King Resort Master Plan approved by the Jackson Town Council on December 18, 2000
- Final Major Development Plan, Item #P03-14 was submitted to the Town Planning Department on December 3, 2003, with sufficiency verified by the Town Planning Department on December 17, 2003; Buildings subject to this application included Building 48 (548 Snow King Loop), Building 49 (549 Snow King Loop), Building 50 (550 Snow King Loop), Building 51 (551 Snow King Loop), and Building 52 (552 Snow King Loop)
- Building Permits were issued to commence construction of these buildings as follows:

Building Number and Address	Foundation Permit Date Issued	Building Permit Date Issued	Square Footage
Building 48 (548 Snow King Loop)	8/2/2004	12/22/2004	13,739
Building 49 (549 Snow King Loop)	8/2/2004	12/22/2004	13,739
Building 50 (550 Snow King Loop)		6/29/2005	13,001
Building 51 (551 Snow King Loop)		6/29/2005	13,001
Building 52 (552 Snow King Loop)		6/29/2005	13,001

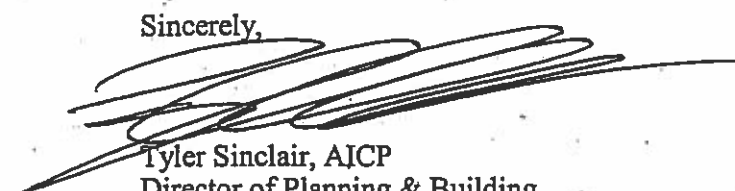
Upon satisfying Section 2540.C as demonstrated above, the Master Plan is required to continue in accordance with the Phase Plan approved therein. Chapter XI Phasing and the Snow King Resort Master Association of the Master Plan states as follows:

Snow King will develop the property in phases and in a well-balanced manner. While there is no specific timeline and individual phases will be constructed according to market demand, Snow King will insure that all facilities required for the convenience of guests, public safety and mitigation of any negative impacts are constructed in a timely and concurrent fashion and follow a logical sequence.

Upon review of this specific section and Chapter XI Phasing and the Snow King Resort Master Association in its entirety, I do not find that there is a specific timeline that the master plan is subject to and thus may proceed as stated "according to market demand".

Should you have any questions or require further information on this matter, please feel free to contact me at 733-0440, Ext. 1301.

Sincerely,



Tyler Sinclair, AICP
Director of Planning & Building



PLANNING & BUILDING DEPARTMENT

July 6, 2015

Attn: Dan Zelenko
Snow King Master Association
400 East Snow King Avenue
PO Box 3520
Jackson, WY 83001

RE: Snow King Resort Master Association SKRMA – Compliance Letter

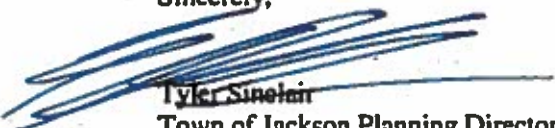
Dear Mr. Zelenko:

This letter is in response to your request that the Town of Jackson provide written confirmation that SKRMA is operating in compliance with the Snow King Resort Master Plan. Upon review of the Snow King Resort Master Plan and your March 27, 2015 letter and supporting documentation the Town finds that SKRMA is operating in compliance with the Master Plan as required. Based upon this finding property owners within the Master Plan may apply to the Town for Development Plan approval. All Development Plans will be reviewed by the Town based upon the permitting thresholds found in the current Land Development Regulations for consistency with the Snow King Resort Master Plan and current Land Development Regulations (if applicable). Development Plan applications not found in compliance with the Master Plan may require that the Master Plan be amended prior to approval of the Development Plan.

In order to maintain compliance with the Master Plan the Town requests that SKRMA provide the Town all required monitoring submissions identified by the Master Plan by January 1 of each calendar year. Specifically SKRMA shall address the requirements of the Travel Demand Management Monitoring System and Transportation Demand Management strategies for compliance by January 1, 2016.

If you should have any further questions or would like to discuss this or any other matter further please contact me at 307- 733-0440, ext. 1301 or at tsinclair@ci.jackson.wy.us.

Sincerely,


Tyler Sinclair
Town of Jackson Planning Director

cc. Dave Larson
Amberley Baker
Dana Ahrensberg

SNOW KING RESORT MASTER ASSOCIATION

400 E Snow King Ave
PO Box 3520
Jackson, WY 83001 USA

Tyler Sinclair
Town of Jackson Planning Department
VIA HAND DELIVERY

March 27, 2015

RE: Snow King Master Resort Association

Dear Mr. Sinclair:

The purpose of this letter is to provide the Town of Jackson information regarding the Snow King Resort Master Association, a Wyoming nonprofit corporation ("SKRMA"). Pursuant to the Snow King Planned Resort District Master Plan (the "Master Plan"), SKRMA is the master association for the owners of property within the Snow King Planned Resort District (the "Resort District"). Once you have had an opportunity to review this letter, we request that you provide SKRMA written confirmation that SKRMA is operating in compliance with the Master Plan.

1. Section XI of the Master Plan provides that: "Initially all developments, the concurrent construction of required mitigation elements, and the management of the entire complex will be the responsibility of Snow King Resort, Inc. or its assigns. As development progresses and sub-divisions of unplatted land are proposed, responsibilities for common aspects of the development will be gradually transferred to a Master Association." The Master Plan further provides that: "Before any land is subdivided or construction by any entities other than this applicant takes place in Sub-Areas 1, 2, 4, 5 and 6, SKRMA will be formally established and a methodology implemented for assigning responsibilities and cost sharing among entities other than the applicants."

SKRMA's articles of organization were executed on August 31, 2012 and filed by the Secretary of State on September 6, 2012. SKRMA adopted Bylaws on August 31, 2012. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Resort District ("Resort CCRs") was recorded on August 31, 2012, which covenants ensure that owners of property within the Resort District are members of SKRMA, and all private property within the Resort District, with the exception of the parcels that were in process of development prior to approval of the Master Plan, are subject to assessment for common expenses. These documents serve as the governing documents of SKRMA. The governing documents have been shared with the Town of Jackson previously but are also enclosed with this letter for your reference.

At the time of SKRMA's formal organization in 2012, the Snow King Hotel was in the process of being sold to JMIR Snow King, LLC. Up until the purchase of the Hotel by JMIR Snow King, LLC, Snow King Resort, Inc. (the Initial applicant under the Master Plan) and its affiliates were the

only entities that had subdivided and commenced construction on property within the Resort District. Following its purchase of the Hotel, JMIR Snow King, LLC embarked on significant upgrades to the Hotel, but has not commenced any other construction activities. In 2009, Lots 1 and 2 of Pine Lodge were conveyed to Crystal Creek Capital, LLC, however Crystal Creek Capital still has yet to commence construction on its property.

In Article II of the Bylaws you will find the methodology for voting rights. In Article IV you will find the methodology for election of Directors, and in Article X of the Bylaws you will find the methodology for assessments. These voting and assessment methodologies have been applied in order to assign responsibilities and cost sharing among the members of SKRMA. Since its formation, the Board of Directors of SKRMA has been elected, officers appointed, regular meetings held, budgets adopted, and assessments billed and collected. SKRMA is controlled by the landowners within the Resort and is managed by a Board of Directors elected by the landowners.

2. The Master Plan calls on SKRMA to “guide the proper phasing and administration of all common aspects of the development.” This purpose of SKRMA is also reiterated in the Resort CCRs. The Master Plan also contemplates that: “An adequate monitoring program will be established for determining the remedies and implementing mitigation measures for potential impacts.” Since 2012, the only “development” that has occurred within the Resort is the remodeling of the Hotel. In late 2014, Lot 53 of Grand View Lodge Condominiums went under contract, as did the property known as the KM-6 parcel. Both buyers presented their preliminary development plans to SKRMA on a preliminary “advisory basis” and not for approval. Max Chapman, the new President of Snow King Mountain Resort, LLC, has received SKRMA’s approval for the new building proposed on Tract A for the Ski Resort operations. Even though Lot 53 is still in a preliminary planning phase, and KM-6 is no longer under contract, we acknowledge that the time is approaching for SKRMA to work with the Town to establish a monitoring program for future development within the Resort.
3. Page 171 of the Master Plan lists the particular powers of SKRMA in bullet point format, which SKRMA has exercised to the extent applicable.
 - The Master Plan contains a Transportation Demand Management Plan, a Housing Mitigation Plan and a Design and Dimensional Limitation Plan. As development at the Resort progresses, SKRMA is tasked with implementing and monitoring these Plans. SKRMA is also tasked with acting as the Architectural Review Board for the Resort District. In this regard, we have reviewed and approved the design of the Ski Resort’s proposed building on Tract A, and we have reviewed and discussed preliminary plans for Lot 53 and KM-6. As projects on Lot 53 and KM-6 proceed, their effect on transportation demand and housing, and their compliance with the design and dimensional limitations set forth in the Master Plan, will be taken into account by SKRMA prior to formal approval by SKRMA.

- SKRMA does not own any property within the Resort, however it is empowered by the Master Plan to own, or have others build and own on its behalf, employee housing, parking areas and structures and other infrastructure. While at this time there is no need for commonly owned employee housing, parking and other infrastructure, SKRMA is aware of this possibility in the future. We would like to note that the Master Plan states that roads, pathways and utilities within the Resort will remain under private ownership (i.e. not owned by SKRMA).
- Since its formation, SKRMA has acted as a master association for property owners within the Resort. Historically, the owner of the Snow King Hotel (which was the original applicant under the Master Plan until 2012) performed design, construction, installation and maintenance of common infrastructure, including roads and utilities, on behalf of all Resort owners, billed owners for such services as appropriate, and served as Property Manager under management agreements with the various condominium owners associations within the Resort District in order to coordinate common activities. When SKRMA was formed and the ownership of the Hotel was transferred to JMI Realty, SKRMA agreed to continue to delegate these tasks to the Hotel, and authorized the Hotel to bill property owners for such tasks on its behalf.
- In particular, maintenance of the periphery road (including snow plowing and lighting), landscaping (mowing, fertilizing and irrigation) of common green areas and security services are handled by the Hotel's staff at SKRMA's request, and at times by outside vendors acceptable to SKRMA. The Master Plan also contemplates that SKRMA will operate town and airport shuttles, however as this service is provided by public (Start bus) and private transportation methods (hotel shuttle for guests and cab service) there is currently no need for a shuttle service operated by SKRMA. Because the Hotel provides a central check-in area for guests of the Resort, marketing materials and an Information booth, there is no current need for those services to be provided by SKRMA.
- SKRMA is the vehicle for pre-screening final development plan applications prior to presentation to the Town of Jackson for final development approval. As described above, SKRMA has reviewed preliminary plans for Lot 53 and KM-6 on an advisory basis, as well as approved the plans for the Ski Resort building on Tract A.
- The CCRs empower SKRMA to assess and collect dues from all property owners within the Resort, and SKRMA has in fact assessed and collected such dues since its formation. SKRMA is also entitled to assess and collect dues from renters, resort guests and management companies, but its current costs do not yet demand additional assessments.

Importantly, the Master Plan recognizes that responsibilities for common aspects of the development will gradually be transferred to SKRMA as development progresses. When the Members of SKRMA assign to SKRMA responsibility of construction and maintenance of certain common improvements, SKRMA will take on such task and will assess the property owners to cover the costs of construction

and/or maintaining those improvements. In light of the pace of development since SKRMA's formation, SKRMA has agreed to allow the Snow King Hotel to continue to provide maintenance of the periphery road, landscaping and security services, and to assess the members of SKRMA for such costs. The Members of SKRMA have not, and are not obligated to, assign to SKRMA the maintenance obligation for any privately owned property, including any roads, utilities, employee housing, parking or pathways. Nor have the Members of SKRMA tasked, nor are they required to task, SKRMA with responsibility for common signage, transportation or marketing.

In conclusion, SKRMA stands ready, willing and able to guide the proper phasing and administration of all common aspects of the development, as dictated from time to time by its Members and in accordance with the Master Plan. Should you need any additional information regarding the operations of SKRMA or have any questions or concerns, please do not hesitate to contact me. We look forward to hearing from you, and we thank you for your time and attention.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Zelenko".

Dan Zelenko, President

d.zelenko@att.net

cc: Dave Larson

Amberley Baker

Dana Ahrensberg

ARTICLES OF INCORPORATION

**AMENDED & RESTATED
ARTICLES OF INCORPORATION
SNOW KING RESORT MASTER ASSOCIATION, A WYOMING NONPROFIT
CORPORATION**

Section 1.01 Introduction and Preliminary Statements

Whereas on March 9, 2005, the Snow King Resort Master Association, a Wyoming nonprofit corporation was formed (the "Corporation") by the filing of its Articles of Incorporation with the Secretary of State of the State of Wyoming.

Whereas, in order to effect changes to the Corporation's Articles of Incorporation, the Incorporator of the Corporation desires to modify the Corporation's Articles of Organization by filing these Amended and Restated Articles of Organization to be effective on August 31, 2012 (the "Effective Date").

Now therefore, pursuant to the Wyoming Nonprofit Corporation Act, Sections 17-19-101 *et seq.*, of the Wyoming Statutes, as amended (the "Act"), and specifically WS § 17-19-1001 and WS § 17-19-1002(b), the undersigned on behalf of the Corporation does hereby amend and restate the Articles of Incorporation of the Corporation in their entirety.

Section 1.02 Name

The name of the Corporation shall be:

Snow King Resort Master Association.

Section 1.03 Mutual Benefit Corporation.

The Corporation is a mutual benefit corporation

Section 1.04 Registered Office and Registered Agent

The name of the Corporation's registered agent shall be Manuel B. Lopez, whose address is the same as the Company's registered office as follows:

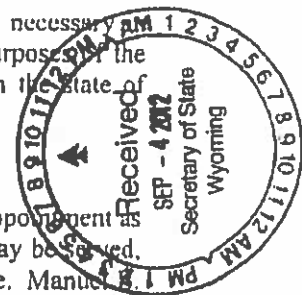
(physical address)
400 E. Snow King Ave.
Jackson, WY 83001

(mailing address)
P.O. Box SKI
Jackson, WY 83001

The registered office shall only be used by Corporation to the extent minimally necessary in order to qualify the same as the registered office in the State of Wyoming for purposes of the Act. The Corporation may maintain a separate place of business located within the State of Wyoming, or such other state as the Members may determine from time to time.

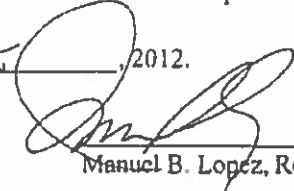
Section 1.05 Registered Agent Consent

I, Manuel B. Lopez, a natural person and resident of Wyoming, hereby accept the appointment as Registered Agent for the Corporation upon whom process, notices and demands may be served, whose principal place of business and records are located at the address stated above. Manuel



Lopez understands that as Registered Agent it will be his responsibility to receive service of process, to forward mail, and to immediately notify the Office of the Secretary of State in the event of the Registered Agent's resignation or any changes in the registered office address. Manuel B. Lopez further hereby certifies that he is in compliance with WS §§ 17-28-101 through 17-28-111, as amended.

Dated this 21 day of August, 2012.


Manuel B. Lopez, Registered Agent

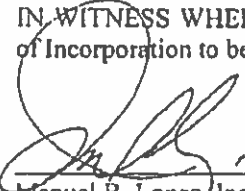
Section 1.06 Members.

The Corporation will have members.

Section 1.07 Distribution of Assets Upon Dissolution.

In the event of dissolution other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to its members, the amount and kinds of assets and the manner of distribution to be determined by the Board of Directors and approved by the members.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation to be effective August 15, 2012.


Manuel B. Lopez, Incorporator

COVENANTS

NOW, THEREFORE, Declarants hereby declare that all of the Property described shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants, conditions and restrictions, and each owner by acceptance of a deed for any portion of the Property shall be deemed to have agreed to and accepted this Declaration, which Declaration shall run with the Property and be binding on all parties owning any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner of any part thereof.

ARTICLE I

SNOW KING MASTER RESORT ASSOCIATION

Section 1. Membership in Snow King Resort Master Association Every Owner shall be a member of SKRMA. Except with respect to members who are associations representing owners of a portion of the Property, membership in SKRMA shall be appurtenant to and may not be separated from ownership of a portion of the Property, and ownership of a portion of the Property shall be the sole qualification for membership. In accordance with the Bylaws of SKRMA, the Board of Directors of SKRMA shall govern SKRMA on behalf of its members, and shall have those powers and duties as specified in such Bylaws.

Section 2. Rights, Duties and Obligations of SKRMA As more particularly set forth in the Bylaws of SKRMA, SKRMA shall guide the proper phasing and administration of all common aspects of the Resort District's development, which includes, without limitation, acting as the Architectural Review Board for the Resort District, acting as a master association for the benefit of all of the property owners within the Resort District, pre-screening final development applications prior to presentation to the Town of Jackson, and assessing and collecting dues from all property owners, renters, resort guests and from any entities performing management functions, owning property or obtaining revenues within the Resort District.

Section 3. Design Guidelines SKRMA shall ensure that any development by an Owner, including any alteration of the natural land surface or vegetation, shall be in conformance with the Design Guidelines set forth in Section VI of the Resort Master Plan, as such guidelines are amended from time to time.

Section 4. Voting Rights and Assessments Voting rights of the Owners shall be as set forth in the Bylaws of SKRMA. It shall be the duty of each Owner to pay its share of annual assessments levied by SKRMA with respect to the Property, as set forth in the Bylaws of SKRMA.

**ARTICLE II
MISCELLANEOUS**

Section 1. Amendment to this Declaration. This Declaration may be amended by the Owners that own more than eighty eight percent (88%) of the total acreage of the Property. Any such amendment must be recorded in the Office of the County Clerk of Teton County, Wyoming.

Section 2. Enforcement/Duration. All of the covenants, conditions and restrictions set forth in this Declaration shall continue and remain in full force and effect at all times against said Property and the Owners thereof, subject to the right of amendment or modification provided for in this Article, for a term of twenty (20) years, after which time they shall be automatically extended for successive periods of twenty (20) years unless all of the Owners otherwise agree in writing.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarants have executed this Declaration on the ___ day of _____, 2012, to become effective upon recordation in the Teton County Clerk's office.

GRAND VIEW DEVELOPMENT, LLC, a
Wyoming limited liability company

By: _____

Manuel Lopez
Manager

SNOW KING HOLDINGS, LLC, a
Wyoming limited liability company

By: _____

Manuel Lopez
Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 31 day of August 2012, by Manuel Lopez as Manager of Grand View Development, LLC, a Wyoming limited liability company, and as Manager of Snow King Holdings, LLC, a Wyoming limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires:



**EXHIBIT A-1
LEGAL DESCRIPTION OF PROPERTY**

Lot 22 Love Ridge Lodge Homes Fifth Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded November 30, 2006 as Plat No. 1184.

Lots 53, 54, 55 and 56 of Grand View Lodges Second Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded April 11, 2008 as Plat No. 1236.

Lot 3 Vine Street Townhomes Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded April 8, 2002 as Plat No. 1046.

Tract B as shown on Map T-71 A as recorded in the Office of the Teton County Clerk, and located in the NW¼, Section 34, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming.

Lots 1 and 2 of Pine Lodge Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded December 19, 2008 as Plat No. 1257.

Tract A:

A Tract of Land located in the NW¼ of Section 34, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, being more particularly described as: Tract A as shown on Map T-71-A as recorded in the Office of the Teton County Clerk EXCEPTING THEREFROM: that portion of Said Tract A shown and described on Map T-71-E as recorded in Said Office as "parcel to be transferred from Snow King Resort, Inc. to SK Land LLC. And FURTHER EXCEPTING THEREFROM: that portion of Lot 37 of Grand View Lodges Addition to the Town of Jackson, Plat No. 1156 as recorded in Said Office lying within Said Tract A. FURTHER EXCEPTING THEREFROM: That portion of Lot 20 of Love Ridge Lodge Homes Fourth Addition to the Town of Jackson, Plat No. 1103 as recorded in Said Office lying within Said Tract A. Said Tract contains 5.32 acres, more or less.

KM-6 Parcel:

A Parcel of Land located in the NW¼ of Section 34, Township 41 North, Range 116W, 6th P.M., Town of Jackson, Teton County, Wyoming, being that parcel described and conveyed in Book 5 Deeds page 507, records of Teton County, and being more particularly described as follows: Beginning at the Center-West 1/16 Corner of Said Section 34; thence along said east-west midsection line of Said Section 34, N89°57'26"E, 248.77 feet to a southwesterly corner of Tract A as shown on Map T-71-A records of Teton County; thence along a westerly boundary line of said Tract A, N01°34'05"W, 340.82 feet to a corner of Said Tract A and the northeast corner of that parcel in Book 5 Deeds; thence along a southerly boundary line of Said Tract A, the northerly boundary line of said parcel in Book 5 Deeds, N89°40'26"W, 306.85 feet to the westernmost corner

of Said Tract; thence continuing along the northerly boundary line of said parcel in Book 5 Deeds, S89°54'39"W, 314.22 feet to the northwest corner of said parcel; thence along the westerly boundary line of said parcel in Book 5 Deeds and the easterly boundary line of that parcel in Book 5 Deeds, page 565, S00°20'12"W, 342.77 feet to the southwest corner of said parcel in Book 5 Deeds page 507 and the east-west midsection line of Said Section 34; thence along said east-west midsection line, the southerly boundary line of said parcel in Book 5 Deeds page 507, N89°56'04"E, 382.90 feet to the Corner of Beginning; Said Parcel contains 4.92 acres, more or less.

5.18 Acres West of Ice Rink:

A Parcel of Land located in the NW1/4 SW1/4 of Section 34, Township 41 North, Range 116W, 6th P.M., Town of Jackson, Teton County, Wyoming, being more particularly described as follows:

Beginning at a Point on the east-west midsection line of Said Section 34 which lies N89°54'19" E, 145.07 feet from the one-quarter corner common to Sections 33 and 34 of Said Township and Range, the northeast corner of the Pine Lodge Amended Addition to the Town of Jackson, Plat No. 1282, records of Teton County;

thence along said east-west midsection line of Said Section 34, N89°54'18" E, 409.06 feet to the northwesterly corner of Tract A as shown on Map T-71B records of Teton County; thence along the westerly boundary line of said Tract A through the following courses and distances:

S00°45'37" W, 37.21 feet;

S89°08'12" E, 35.13 feet;

S01°36'36" W, 26.18 feet;

S89°01'27" E, 16.06 feet;

S00°46'07" W, 90.01 feet;

N88°57'07" W, 14.01 feet;

S00°58'04" W, 120.04 feet;

S89°02'41" E, 206.99 feet;

S00°16'59" E, 147.86 feet;

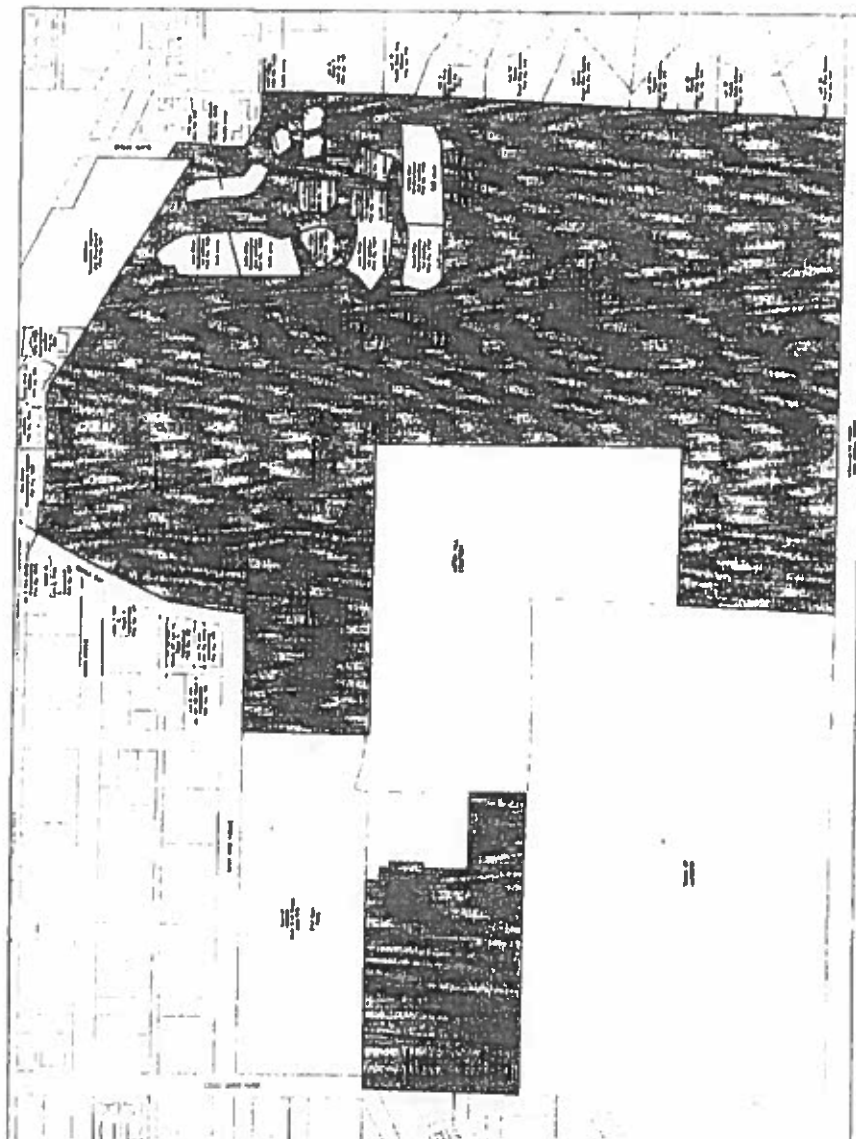
thence departing said westerly boundary line and proceeding, N89°50'34" W, 682.90 feet to the southeast corner of Said Pine Lodge Amended Addition; thence along the easterly boundary line of Said Pine Lodge Amended Addition, N04°31'20" E, 424.03 feet to the Corner of Beginning;

Said Parcel contains 5.18 acres, more or less.

**EXHIBIT A-2
MAP OF PROPERTIES**

(see attached)

*Declaration of Covenants, Conditions and Restrictions
Page 7 of 7*



Architectural drawing of a building floor plan, oriented horizontally. The plan shows a large rectangular structure with several internal divisions. A prominent feature is a large, dark, textured area in the upper right quadrant, possibly representing a roof or a specific material. To the left of this area, there are several smaller, white, rectangular sections, some of which are labeled with text. The drawing is framed by a double-line border. Below the main drawing, there is a small, faint line of text.

BYLAWS

18

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (this "Declaration") regulating and controlling the use and development of certain real property described on Exhibit A-1 and depicted on Exhibit A-2 attached hereto and by this reference incorporated herein (the "Property"), is made to be effective this 21 day of August, 2012, by Grand View Development, LLC, a Wyoming limited liability company of P.O. Box SK1, Jackson, Wyoming 83001 ("Grand View") and Snow King Holdings, LLC, a Wyoming limited liability company of P.O. Box SK1, Jackson, Wyoming 83001 ("Snow King," and together with Grand View, the "Declarants"). This Declaration shall replace and supersede in its entirety that Declaration of Covenants, Conditions and Restrictions for the Snow King Planned Resort District, which instrument was recorded in the County Clerk's Office of Teton County, Wyoming on June 18, 2009 in Book 733 of Photo, Pages 179-187, and which instrument was amended by that instrument recorded in the County Clerk's Office of Teton County, Wyoming on December 14, 2011 in Book 796 of Photo, Pages 428-430 (collectively, the "Original Declaration"). Declarants are adopting this Declaration in accordance with the authority reserved to them in the Original Declaration as owners of sixty percent (60%) or more of the total acreage of the Property.

RECITALS

WHEREAS, the Property comprises a portion of the Snow King Planned Resort District (the "Resort District"), which Resort District is subject to the Snow King Planned Resort District Master Plan and Conditions as approved by the Town of Jackson on December 18, 2000 and finally approved by the execution and filing of an Affidavit Affecting Title recorded in the Office of the Teton County Clerk, Teton County, Wyoming, on the 19th day of July, 2001, Book 429, Pages 1-211 (the "Resort Master Plan"); and

WHEREAS, the Resort Master Plan provides that the Snow King Resort Master Association ("SKRMA") shall guide the proper phasing and administration of all common aspects of the Resort District; and

WHEREAS, the Declarants desire that (i) each owners' association representing the record owners of any portion of the Property and (ii) each record owner of a portion of the Property in the event such owner is not a member of an owners' association with respect to such property (collectively, "Owners") shall be members of the Snow King Resort Master Association in order to effect the intent of the Resort Master Plan and to maintain the character, value and desirability of the Property for the benefit of all Owners; and

WHEREAS, in order to ensure that Owners are members of SKRMA, Declarants are adopting the following Covenants, Conditions and Restrictions.

GRANTOR: GRAND VIEW DEVELOPMENT LLC ET AL
GRANTEE: THE PUBLIC
Doc 0821100 bk 818 pg 118-126 Filed At 16:44 ON 08/31/12
Sherry L. Daigle Teton County Clerk fees: 29.00
By Kaseia Hansen Deputy

RELEASED	
INDEXED	
ABSTRACTED	☒
SCANNED	☒

**BYLAWS OF SNOW KING RESORT MASTER ASSOCIATION,
A WYOMING NONPROFIT CORPORATION**

**ARTICLE I
GENERAL**

Section 1.1 Name and Location. The name of the Corporation is Snow King Resort Master Association (the "Association"). The principal office of the Association shall be located at 400 E. Snow King Ave., P.O. Box SKI, Jackson, Wyoming 83001. The Association may have such other offices, either within or without the State of Wyoming, as the Board of Directors of the Association (the "Board") may designate or as the affairs of the Association may require from time to time as determined by the Board.

Section 1.2 Definitions. Capitalized terms used herein but not defined herein shall have the respective meanings set forth in Article XIII hereof.

Section 1.3 Controlling Laws and Governing Instruments. These Bylaws are controlled by the provisions of the Wyoming Nonprofit Corporation Act (the "Nonprofit Act"), the CCRs (as defined in Article XIII below) and the Articles of Incorporation of the Association filed with the Wyoming Secretary of State (the "Articles"), as any of them may be amended from time to time. The Nonprofit Act, the CCRs, the Articles and these Bylaws are hereinafter collectively referred to as the "Governing Instruments."

**ARTICLE II
MEMBERS; VOTING RIGHTS**

Section 2.1 Members. The members of the Association (the "Members") shall consist of (i) each owners' association representing the record owners of lots or units within the SKRMA District (other than the Association) and (ii) each record owner of a lot or unit within the SKRMA District in the event such owner is not a member of an owners' association with respect to such unit or lot (other than the Association). For the purpose hereof, in no event shall any record owners of lots or units within the SKRMA District be represented by more than one owners' association in addition to the Association as a result of the ownership of any particular unit or lot. In the event that a record owner of a lot or unit within the SKRMA District is a member of more than one such association in connection with its ownership of a particular unit or lot, then such owner shall be obligated to file a written notice with each such association and the Association as to which association represents such owner's interests in the Association with respect to such unit or lot (an "Election Notice"). Such Election Notice shall also govern the allocation of voting rights with respect to such unit or lot contemplated by Section 2.2 below. In the event that a record owner of a lot or unit within the SKRMA District fails to file an Election

Notice when applicable, such record owner shall be deemed to have elected to be represented with respect to such unit or lot by that association of which it is a member which would be listed first in an alphabetically ordered list of the associations of which it is a member as a result of its ownership of such unit or lot. Each association shall maintain and provide to the Association a roster of all record owners of lots or units within the SKRMA District whom such association purports to represent in the Association.

Section 2.2 Classes of Membership and Voting Rights. The Association shall have three (3) classes of membership: (i) Residential Class (the "Residential Class"); (ii) Non-Residential Class (the "Non-Residential Class"); and (iii) Recreational Class (the "Recreational Class"). Members may cast votes only within the class or classes of membership to which they belong, except as otherwise provided herein. The Residential Class shall consist of only those Members that own, or represent in the case of an owners' association, units that contain one or more rooms, separate bathroom and a single kitchen and are designed for occupancy by one family for short-term or long-term residential purposes, but specifically excluding hotel rooms. The Non-Residential Class shall consist of only those Members that own, or represent in the case of an owners' association, units that are used for commercial purposes, including hotel rooms but specifically excluding outdoor recreational uses and residential condominium units whether or not they are included in any condominium rental management program. The Recreational Class shall consist of only those Members that own, lease or represent in the case of an owners' association, units, tracts or lots or portions thereof that are used for outdoor recreational purposes and ancillary uses associated with outdoor recreation. Within the Residential Class and the Non-Residential Class, each Member of such class shall have a number of votes equal to the total square footage of units or lots owned or represented by such Member. Within the Recreational Class, each Member of such class shall have a number of votes equal to such Member's total gross revenues for the immediately preceding calendar year resulting from outdoor recreational use on the units or lots or portions thereof owned, leased or represented by such Member. If a lot that is owned by a Member is used for more than one purpose and thus more than one class is applicable to such lot, then such Member shall have the ability to cast votes within each class applicable to such lot. If a Member is an association that represents units that are each used for different purposes and thus more than one class is applicable to such units, then such Member shall have the ability to cast votes within each class applicable to each unit represented by such Member, provided that such Member must vote in each class in the manner directed by the members of the association representing such class. As of the date of these Bylaws, each Member, the class or classes to which each Member belongs, and the number of votes assigned to each Member is set forth on Exhibit A attached hereto and by this reference incorporated herein. Each Member will use its votes to make decisions within its class or classes and to elect

the director of its class or classes as further described below. In the event a matter is not class specific and is thus voted upon by all Members regardless of class, each Member shall have one (1) vote for each full one-tenth (1/10th) of an acre of property owned by such Member within the SKRMA District as of the time of such vote. Each director will represent the Members elected by it at all meetings of the Board. If there is any dispute regarding the class or classes to which a Member belongs, the Board shall resolve such dispute by majority vote.

ARTICLE III MEETING OF MEMBERS

Section 3.1 Annual Meetings. The annual meeting of the Members shall be held on October 10th each year, at 1:00 P.M. local time. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2 Special Meetings. Special meetings of the Members may be called at any time by the Board, or upon written demand of the Members entitled to vote at such meeting that hold at least five percent (5%) of the voting power with respect to the matters to be discussed at such meeting. Members shall have the right to vote on only the following matters at special meetings, with all other business of the Association being handled exclusively by the Board: (i) filing derivative actions; (ii) removal of directors elected by them; (iii) seeking judicial removal of directors for fraudulent conduct or other egregious acts (with such action requiring a vote of ten percent (10%) of the voting power of the class of Members seeking removal of such director); (iv) amendments to the Articles or these Bylaws; (v) mergers and consolidations; (vi) sale of assets other than in the regular course of business; (vii) dissolution of the Association; (viii) amendments to the Articles or these Bylaws which would affect the rights of a class vis a vis another class (with the affirmative vote of the affected class being required); (ix) amendments to the Articles or these Bylaws which would terminate the membership of all members of a class or redeem or cancel all such memberships (with the affirmative vote of two-thirds (2/3rd) of each class being required); and (x) seeking judicial dissolution of the Association for the reasons contemplated by Wyo. Stat. Ann. § 17-19-1430 (with the institution of such action requiring a vote of five percent (5%) of the voting power of the Association).

Section 3.3 Place of Meeting. The Board may designate any place within the State of Wyoming as the place of meeting for annual meetings or special meetings. If no designation is made, the place of meeting shall be the principal office of the Association.

Section 3.4 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, either

by hand delivery or by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.5 Quorum. Generally, fifty-one percent (51%) of the votes entitled to be cast on a matter shall be represented at a meeting of Members to constitute a quorum on that matter. If a quorum shall not be represented at a meeting, the Members entitled to vote on such matter shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be represented. If a quorum is represented, an affirmative vote by a majority of votes entitled to be cast on the matter shall be an act of the Members.

Section 3.6 Casting Votes; Proxies. At all meetings of Members, the vote of each Member that is an entity shall be cast by an officer or director of such Member as designated by the Board of Directors of such Member. A Member may appoint a proxy to vote or otherwise act for the Member by signing proxy appointment either personally or by an attorney-in-fact. All proxies shall be in writing and filed with the Secretary of the Association. The maximum proxy appointment is for three (3) years. Every proxy shall be revocable in writing by that person or entity signing the original proxy appointment.

ARTICLE IV BOARD OF DIRECTORS; ELECTION; TERM; MEETINGS

Section 4.1 Number. Except as set forth in Section 3.2 above, the affairs of this Association shall be managed exclusively by the Board. The Board shall consist of seven (7) individuals who shall be elected in the manner hereinafter provided, and who need not be Members.

Section 4.2 Representation. Four (4) of the seven (7) directors shall represent the three classes of membership as follows:

- a) *One Residential Class Director* - This director shall represent all Members within the Residential Class;
- b) *Two Non-Residential Class Directors* - These directors shall represent all Members within the Non-Residential Class; and
- c) *One Recreational Director* - This director will represent all Members within the Recreational Class.

The remaining three (3) of the seven (7) directors shall be "at large" directors (the "At-Large Directors") and shall endeavor to represent the SKRMA District as a whole with the best interests of all Members in mind to the extent reasonably possible.

Section 4.3 Election of Directors. Directors shall be elected to the Board by the vote of the Members as further detailed below. Cumulative voting is not permitted.

- a) *The Residential Class Director* – Each Member of the Residential Class shall have the right to nominate a director, and such person's election to the Board shall be determined by a vote of the Members of the Residential Class. At such election, the Members within the Residential Class may cast, in respect only to each vacancy within their class, as many votes as they are entitled to exercise under the provisions of these Bylaws. The Residential Class nominee that receives the highest number of votes within the Residential Class shall be elected as the Residential Class Director.
- b) *The Non-Residential Class Directors* – Each Member of the Non-Residential Class shall have the right to nominate a director, and such person's election to the Board shall be determined by a vote of the Members of the Non-Residential Class. At such election, the Members within the Non-Residential Class may cast, in respect only to each vacancy within their class, as many votes as they are entitled to exercise under the provisions of these Bylaws. In the event that only one Non-Residential Class Director is being elected, the Non-Residential Class nominee that receives the highest number of votes within the Non-Residential Class shall be elected as the Non-Residential Class Director. In the event that two Non-Residential Class Directors are being elected, the Non-Residential Class nominees that receive the first and second highest number of votes of within the Non-Residential Class shall be elected as the Non-Residential Class Directors.
- c) *The Recreational Class Director* – Each Member of the Recreational Class shall have the right to nominate a director, and such person's election to the Board shall be determined by a vote of the Members of the Recreational Class. At such election, the Members within the Recreational Class may cast, in respect only to each vacancy within their class, as many votes as they are entitled to exercise under the provisions of these Bylaws. The Recreational Class nominee that receives the highest number of votes within the Recreational Class shall be elected as the Recreational Class Director.
- d) *At-Large Directors* – All three (3) of the At-Large Directors shall be appointed by the Developer until the following thresholds are met:

- i. One (1) At-Large Director shall be elected by the Members that have remaining development rights, as further detailed below, while the Developer retains between 150,000 square and 50,000 square feet of development rights within the SKRMA District;
- ii. Two (2) At Large Directors shall be elected by the Members that have remaining development rights, as further detailed below, while the Developer retains 50,000 square feet or less of development rights within the SKRMA District; and
- iii. All three (3) of the At-Large Directors shall be elected by the Members that have remaining development rights, as further detailed below, when the Developer retains none of the development rights within the SKRMA District.

Notwithstanding the foregoing to the contrary, at such time as the development rights in existence as of the date hereof with respect to real property within the SKRMA District (which development rights, and the owners thereof, are set forth on Exhibit B attached hereto) are reduced to less than 100,000 square feet of development rights, the number of At-Large Directors shall be reduced to one (1) and shall not thereafter be increased, even if additional development rights are approved, recovered or otherwise allocated to real property within the SKRMA District. For the purposes of calculating the number of square feet of development rights for the purposes of the preceding sentence only, development rights shall be deemed to no longer exist as of such time as a temporary certificate of occupancy is issued with respect to improvements developed pursuant to such development rights. Such At-Large Director shall be elected by the Members in the manner set forth in the following paragraph.

In the event that the Members have the right to elect At-Large Directors, each Member that has remaining development rights (collectively, the "Undeveloped Members") shall have the right to nominate a person to serve as an At-Large Director. The Undeveloped Members shall then elect by majority vote a director from such pool of nominees. Notwithstanding anything herein to the contrary, and only with respect to the election of an At-Large Director, each Undeveloped Member shall have a number of votes equal to the amount of development rights (as determined by the Master Plan) allocated to the property owned by such

Member as of the time of such election, regardless of whether those development rights were in existence as of the date hereof.

In the event that none of the Members has remaining development rights, each Member, regardless of class, shall have the right to nominate an At-Large Director, and the Members by majority vote shall then elect a director from the pool of nominees in accordance with the non-class specific voting methodology set forth in Section 2.2 above.

Section 4.4 Term of Office. The terms of all of the initial directors shall be two (2) years, except that: (A) one (1) of the two (2) Non-Residential Class Directors shall serve an initial term of one (1) year, and (B) one (1) of the three (3) At- Large Directors shall serve an initial term of one (1) year and one (1) of the three (3) At- Large Directors shall serve an initial term of three (3) years. Thereafter, each directors shall serve a term of two (2) years. The term of a director expires at the annual Members' meeting immediately following the expiration of such director's term. If a new director is not elected to replace a director whose term has expired, the director shall continue to serve until a new director is elected in accordance with these Bylaws.

Section 4.5 Removal. Any director appointed by the Developer may be removed from office by the Developer, at any special meeting called for that purpose, and a successor to fill the unexpired term of a director removed by the Developer may be appointed by the Developer at the same meeting or any subsequent meeting called for that purpose. Any Residential Class Director may be removed from office by the affirmative vote of a majority of the Members within the Residential Class, at any special meeting called for the purpose, and a successor to fill the unexpired term of a director removed by such Members may be elected by such members at the same meeting or any subsequent meeting called for that purpose. Any Non-Residential Class Director may be removed from office by the affirmative vote of a majority of the Members within the Non-Residential Class, at any special meeting called for the purpose, and a successor to fill the unexpired term of a director removed by such Members may be elected by such Members at the same meeting or any subsequent meeting called for that purpose. Any Recreational Class Director may be removed from office by the affirmative vote of a majority of the Members within the Recreational Class, at any special meeting called for the purpose, and a successor to fill the unexpired term of a director removed by such Members may be elected by such Members at the same meeting or any subsequent meeting called for that purpose. Any At-Large Director not appointed by the Developer may be removed from office by the affirmative vote of a majority of the Members, at any special meeting called for the purpose, and a successor

to fill the unexpired term of a director removed by such Members may be elected by such Members at the same meeting or any subsequent meeting called for that purpose, provided that in such event the number of votes allocated to each Member shall be based on the assessed valuation of the lots and/or units owned or represented by such Member. In the event of the removal of a director, the successor director shall serve for the unexpired term of his predecessor.

Section 4.6 Vacancies. Vacancies in the Board shall be filled by election in accordance with these Bylaws by the Members who were represented, or who are to be represented in the case of any increase in the number of persons on the Board, by such vacant position. For example, if a Non-Residential Class Director resigns, then the vacancy shall be filled by election by the Members within the Non-Residential Class. The election will be held by those Members represented at the next annual meeting or at a special meeting of the Members called for such purpose.

Section 4.7 Compensation. No director shall receive compensation for any service they may render to the Association. However, any director may be reimbursed for their actual expenses incurred in the performance of their duties.

Section 4.8 Action Taken Without a Meeting. Any action to be taken or which may be taken at a Board meeting may be taken without a meeting if all directors sign a consent in writing setting forth the action so taken. Such consent shall have the same force and effect as a unanimous vote at a meeting.

ARTICLE V MEETINGS OF DIRECTORS

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.2 Special Meetings. Special Meetings of the Board shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 5.3 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, unless otherwise provided herein.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 Powers The Board shall have power to:

- a) Adopt and publish rules and regulations governing the use of any Common Facilities, including the personal conduct of the users thereof, and to establish penalties and a system of fines for the infraction thereof;
- b) Suspend a Member's voting rights and right to use the Common Facilities during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;
- c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Governing Instruments;
- d) Declare the office of a director to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board; and
- e) Employ managers, independent contractors, or such other employees as deemed necessary by the Board, and to prescribe their duties.

Section 6.2 Duties. It shall be the duty of the Board to:

- a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested;
- b) Supervise all officers, agents, independent contractors and employees of this Association, and to see that their duties are properly performed;
- c) Prepare an annual, operating budget for the Association, as detailed below, to provide a working, financial plan for the efficient operation of the Association;
- d) Fix the amount of the annual assessment for each Member at least thirty (30) days in advance of each annual assessment period, and send written notice of each assessment to every Member subject thereto at least thirty (30) days in advance of each annual assessment period;
- e) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;
- f) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A

reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

- g) Procure and maintain adequate liability and hazard insurance on Common Facilities;
- h) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- i) Cause all Common Facilities to be maintained;
- j) To implement the Design Guidelines set forth in the Master Plan; and
- k) Perform such other acts as are consistent with the purposes of the Association as set forth herein and in the Articles of Incorporation.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Association shall be a president, a vice-president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.2 Appointment of Officers. The appointment of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 7.3 Term. The officers of this Association shall be appointed annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 7.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 7.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices

except in the case of special offices created pursuant to this Article. A director may also serve as an officer.

ARTICLE VIII COMMITTEES

The Board may create one (1) or more committees of the Board to assist the Board in carrying out its duties, and shall only appoint directors to serve on such committees. The Board shall require each committee to prepare and promulgate rules and regulations governing its functions.

ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. Each of the Governing Instruments, an alphabetical list of Members entitled to notice, accounting records and meeting minutes shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X ASSESSMENTS

Section 10.1 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in and visitors to the SKRMA District, and in particular for the improvement and maintenance of the Common Facilities, utilities and easements within the SKRMA District devoted to this purpose as set forth in the Governing Instruments, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof and for the costs associated with the promotion and marketing of the SKRMA District, in each case as determined by the Board.

Section 10.2 Regular Assessments; Allocation of Costs and Expenses. On or before October 1st of each year, the Board shall adopt a budget of revenues and expenditures sufficient to carry out its obligations for the ensuing year of operations. The imposition and allocation of regular and special assessments shall require approval of a majority of the Board, which majority must include at least one (1) Non-Residential Class Director. The budget shall allocate all costs

and expenses to the Members for the next fiscal year and such allocation shall be deemed and construed to be an assessment against all of the properties coming within the jurisdiction of the Association; *provided, however*, that the Board shall have the power to allocate to only certain Members those costs and expenses that only apply to those certain Members' properties and not to all properties within the SKRMA District. In the case of Members that are owners' association, such assessment shall then be passed on to the member of each such association to be assessed and collected in the same manner as other assessments for that association. Each budget may include funded depreciation reserves for future replacement of any and all facilities or improvements that are the responsibility of the Association to construct, repair, improve or replace. If any Member that is an owners' association fails to levy assessments for its allocated share of the Association's costs and expenses shall be subject to the placement of a lien on all of that owners' association's property and on all property within the jurisdiction of such Member, the same as any and all other assessments that may be imposed by the board of directors of such Member. The cost and expense allocation shall be determined for each Member no later than November 30th of the year prior to the effective year of the cost and expense allocation. Written notice of the cost and expense allocation shall be sent to every Member, and each Member shall thereafter be responsible for mailing notice of the cost and expense allocation for the upcoming year to each of its members prior to or concurrently with the notice to each of its members of the amount of their assessments for the ensuing twelve (12) month period.

Section 10.3 Payment of Allocated Costs and Expense Shares. Each Member shall pay to the Association one fourth (1/4) of the total amount of the assessments allocated to such Member pursuant to Section 10.2 hereof on or before, January 1, April 1, July 1 and October 1 of the ensuing twelve (12) month period. Any allocation not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Member obligated to pay the same or foreclose the lien against the property of the Member. In addition to all other amounts recoverable, in the event it should be necessary to take action to enforce this cost and expense allocation, the Association may recover reasonable attorneys' fees.

Section 10.4 Special Assessments. In addition to the regular annual assessments provided for above, the Board may levy special assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the functions of the Association. The amount of any special assessments shall be at the reasonable discretion of the Board. In addition to the special assessments authorized above, the Association may, in any fiscal year, levy a special assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities.

ARTICLE XI AMENDMENTS

Section 11.1 Amendments. These Bylaws may be amended, at a regular or special meeting of the Board, by a vote of a majority of the Board, which majority must include at least one (1) Non-Residential Class Director. These Bylaws may not be amended in a manner that would make them inconsistent with any Governing Instrument unless and until such Governing Instrument has been amended.

Section 11.2 Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the CCRs and these Bylaws, the CCRs shall control.

ARTICLE XII FISCAL YEAR

The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XIII DEFINITIONS

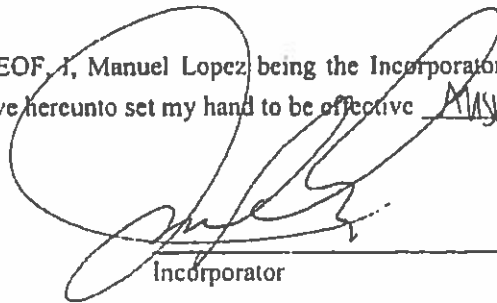
Capitalized terms used herein but not defined shall have the respective meanings set forth below

- a) "CCRs" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions, dated August 31, 2012, and recorded on August 31, 2012 in Book 818 of Photo, Pages 118-125 in the Office of the Teton County Clerk, Teton County, Wyoming, and as further amended from time to time.
- b) "Common Facilities" shall mean all real property and facilities dedicated to the common use of two or more of the Members or owned by Association for the common use of two or more of the Members, provided that all Members owning and using such facility and the Association mutually agree in writing that such facilities are "Common Facilities."
- c) "Developer" shall mean and refer to Grand View Development, LLC, a Wyoming limited liability company, and Snow King Holdings, LLC, a

Wyoming limited liability company, and their respective successors and assigns in interest.

- d) "Master Plan" shall mean that certain Snow King Planned SKRMA District Master Plan approved by the Mayor and Town Council of the Town of Jackson on December 18, 2000, and recorded in the Office of the Teton County Clerk, Teton County, Wyoming on July 19, 2001 in Book 429 of Photo, pages 1 to 211, as such Master Plan may be amended from time to time by Developer or Developer's successors and assigns in interest.
- e) "SKRMA District" shall mean any real property subject to SKRMA by the CCRs or any other covenants, conditions and restrictions applicable to such property.

IN WITNESS WHEREOF, I, Manuel Lopez, being the Incorporator of the Snow King Resort Master Association, have hereunto set my hand to be effective August 31, 2012.



Incorporator

EXHIBIT A

[illegible]

EXHIBIT B

SKRMA District Properties		As of June 1 2012	Development Rights		%
Member of SKRMA			Unbuilt Dev Rights		
Developed Parcels					
Love Ridge Lodge Homes & Condominiums	Love Ridge Lodge Homes Condominiums Assoc				
Residences at Love Ridge	Residences at Love Ridge Condominiums Assoc				
Grand View Condominiums	Grand View Condominium Assoc				
Grand View Plaza Condominiums	Grand View Plaza Condominium Assoc				
Simpson Patent Condominiums	Simpson Patent Condominium Assoc				
Recreational Uses					
	Snow King Mountain Recreation, LLC				
Partially Developed & Undeveloped Parcels					
Snow King Resort Hotel - Tract "B" Map T-71-A	JMIR Acquisitions, LLC	8.28	50,000	8.08%	ind in Lot 1
Tract "A" - Lot Div Map T-71-E	Snow King Holdings, LLC	5.32	67,000	10.83%	
KM-6 Parcel - Book 619 Pg 498	Snow King Holdings, LLC	4.92	198,300	32.05%	
Pine Lodge - Lot 1	Crystal Creek Capital, LLC	0.92	56,000	9.05%	
Pine Lodge - Lot 2	Crystal Creek Capital, LLC	0.38			
Parcel W. of SK Center (Tract B Map T-71B)	Snow King Holdings, LLC	5.18			
Lot 3 Vine Street Townhomes	Snow King Holdings, LLC	0.05	1,000	0.16%	
Lot 53 Grand View Lodges	Grand View Development, LLC	0.44	1,418	0.23%	
Lot 54 Grand View Lodges	Grand View Development, LLC	28.42	55,000	8.89%	
Lot 56 Grand View Lodges	Grand View Development, LLC	0.00	40,000	6.46%	
Additional Unallocated Development Rights	Grand View Development, LLC	28.42	50,000	8.08%	
Lot 22 Love Ridge Lodge Homes	Snow King Holdings, LLC	0.00	100,000	16.16%	
	Grand View Development, LLC	2.99	0	0.00%	
Totals			618,718	100.00%	

LAND USE AGREEMENT

This Land Use Agreement ("Agreement") made effective the 17th day of June, 2009 is entered into by and between Snow King Holdings, LLC, a Wyoming limited liability company, ("SKH"); Snow King Resort Master Association, a Wyoming non-profit corporation, ("SKRMA"); Snow King Resort, Inc., a Wyoming corporation ("SKR"); Snow King Mountain Recreation, LLC, a Wyoming limited liability company ("SKMR"); Grand View Development, LLC ("GVD"); and Crystal Creek Capital, LLC, a Wyoming limited liability company ("CCC"). SKH, SKRMA, SKR, and SKMR shall hereinafter be collectively referred to as "Snow King".

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

RECITALS

WHEREAS SKH is the current owner of Lots 1 and 2 of the Pine Lodge Addition Subdivision, according to that plat recorded as Plat No. 1257 in the office of the County Clerk in Teton County, Wyoming (the "Property");

WHEREAS SKH and CCC have entered into a Contract to Buy and Sell the Property;

WHEREAS the development and use of the Property is subject to the Snow King Planned Resort District Master Plan recorded by an Affidavit Affecting Title which was recorded in the office of the Teton County Clerk on July 19, 2001 in Book 429 of Photo, Pages 1-211 as Document No. 547519, and the same may be amended from time to time ("Master Plan");

WHEREAS SKRMA is charged with various rights and responsibilities under the Master Plan, including but not limited to:

- Implementing and monitoring the Transportation Demand Management Plan, Housing Mitigation Plan, adherence to Design and Dimensional Limitation Plans and will act as the Architectural Review Board for the Snow King Planned Resort District.
- Building or providing all required improvements or services as needed according to the phased development commensurate and coincidental with phases of the resort's development.
- To either own or have others build and own on its behalf, as well as to maintain, employee housing, parking areas and structures and other infrastructure. All roads, pathways and utilities within the extent of this Master Plan will remain private.
- To act as a Master Association for all the property owners within Sub-Areas 1,2,4,5 and 6 and coordinate the activities within Sub-Area 3 and the Existing Condominiums area that may affect common utilities, safety, transportation, employee housing and parking within the Snow King PRD district.
- Snow removal, lighting, signing, construction and maintenance of common roads, operation of airport, Teton Village and Town Square shuttles, development of

Land Use Agreement
Page 1 of 8

GRANTOR: SNOW KING HOLDINGS LLC ET AL
GRANTEE: SNOW KING RESORTS LLC ET AL
Doc 0754334 bt 733 pg 189-196 Filed At: 13:02 ON 06/18/09
Sherry L. Daigle Teton County Clerk Fees: 29.00
By Nichole Fairhurst Deputy

marketing materials, operation of common elements, security systems and personnel, information booths, special events, central check-in areas and other common activities.

- Being the vehicle for pre-screening any final development applications prior to presentation to the Town of Jackson for final development approval. All Final Development plans submitted for review by the Town shall be first reviewed and approved by the Snow King Resort Master Association.

WHEREAS SKR is identified in the Master Plan, together with SKRMA, as having various obligations under the Master Plan including but not limited to constructing and maintaining any improvements that are their responsibility including landscaping, roads, utilities, employee housing, parking, pathways, recreation, district promotion, common signage, transportation, marketing and any other aspects associated with the proper and successful implementation of the Master Plan. The collective rights, responsibilities and obligations of SKRMA and SKR under the Master Plan are hereinafter referred to as ("Master Plan Obligations").

WHEREAS SKMR operates recreational activities recreational activities on and around Snow King Mountain.

WHEREAS GVD is an owner of a substantial tract of property subject to the Master Plan.

WHEREAS as a condition of CCC purchasing the Property, and as a material inducement to CCC to purchase the Property, CCC is requiring that SKH, SKRMA, SKR, SKMR and GVD enter into this Agreement which shall be for the benefit of CCC and its successors and assigns.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Approval of Building Design.

a. Pursuant to the Master Plan, CCC shall submit to SKRMA for review and approval development plans for the Property ("Development Plans) prior to submission of a final development plan to Town of Jackson for the Property. Development Plans shall consist of a site plan identifying the location of any building or improvements within the Property, sketch elevation drawings showing the exterior elevations of the buildings and improvements, together with a description of the intended uses of the Property.

b. SKRMA shall review the Development Plans and respond with any comments on the major architectural features of the buildings and improvements within thirty (30) days of receipt of the Development Plans, otherwise the Development Plans shall be deemed approved.

c. So long as the proposed uses and major architectural components of any proposed buildings and improvements comply with the terms of the Master Plan, and

specifically those relating to the Property listed on pages 45 to 64, SKRMA shall approve such Development Plans. SKRMA shall not withhold approval based upon any minor architectural or design details, which shall be in the sole discretion of CCC. The parties agree and acknowledge that the sketches for the Property set for in the Master Plan are for illustrative purposes only and shall not be a factor in determining whether or not a proposed design for building or improvement complies with the Master Plan.

d. SKRMA agrees to act in good faith in reviewing Development Plans under this paragraph and to assist and support CCC in its applications to the Town of Jackson for future development of the Property.

e. Should SKRMA be succeeded by any other entity with the duty and authority to review Development Plans for the Property under the Master Plan, Snow King agrees that the provisions of this paragraph shall be binding upon any such entity

2. Waiver of Objection to and Agreement not to Oppose Replat of Property or Proposed Amendment to Master Plan for the Property. Snow King hereby waives any objections they might have to any proposed replat of the Property for the purpose of either reconfiguring the division of the Property or further subdividing the Property so long as such replat affects only the Property. The parties acknowledge that any such replat may require an amendment to the Master Plan. Accordingly, Snow King hereby waives any objections to any proposed amendment to the Master Plan affecting the Property and agrees not to oppose any such replat of the Property or proposed amendment to the Master Plan so long as such replat or proposed amendment affects only the Property. Any impact from any such replat or amendment shall be CCC's responsibility at its sole cost and expense.

3. Landscape Ratio and Setback. Snow King has agreed to establish landscape ratios ("LSR") and Set Back requirements for the Property in accordance with the Master Plan. The LSR for the Property is hereby established at zero (0) provided that Snow King represents and CCC acknowledges that in spite of the zero LSR the Town of Jackson may require some landscape screening on the Property as part of any final development plan approval. The setback from the east boundary line of the Property is hereby established at zero (0) feet in accordance with the authority granted pursuant to the Master Plan. To the extent that Snow King is able under the Master Plan it hereby agrees to and will not object to a zero (0) foot setback on the south boundary.

4. Responsibility for Obligations under Master Plan: SKRMA Assessments. The parties agree to comply with, satisfy and remain current with any and all of their respective obligations under the Master Plan so as to not jeopardize, and to keep in good standing, the rights of all parties hereto under the Master Plan. Snow King further agrees that CCC shall not be required to bear the costs of any Master Plan Obligations other than subdivision improvements necessary for the development and use of the Property. Examples of subdivision improvements necessary for the development and use of the Property shall include: onsite parking on the Property, sewer and water system connections from sewer and water service lines located on the Property to Town of Jackson water and sewer mains, and side walk improvements on the Property and employee and affordable housing obligations generated by CCC's use and

development of the Property. Should the Town of Jackson require the construction of any improvements under the Master Plan as a condition of approval of development on the Property, which might be triggered by development on the Property and which are not situated upon the Property, Snow King shall be responsible for financing and constructing any such improvements. Snow King further agrees to defend, indemnify and hold CCC harmless from any and all costs resulting from Master Plan Obligations other than subdivision improvements necessary for the development and use of the Property. **Anything within the Master Plan or the Covenants imposed on the Property to the contrary notwithstanding CCC shall not be responsible to SKRMA for any assessments unless otherwise specifically agreed to by CCC.**

5. **Indemnity for Access and Recreation Easement Agreement.** CCC and SKH hereby agree to the following provisions regarding affirmative responsibilities of SKH and SKMR under that Access and Recreation Easement Agreement by and between Pine Glades Development, LLC and SKH and SKMR recorded in the office of the Teton County Clerk on August 20, 2008 in Book 706 of Photo, Pages 518-531 as Document No. 0736570 ("Access and Recreation Easement") as amended:

a. SKH and/or SKMR shall be solely responsible to maintain insurance required under section 2, and to construct and maintain any improvements under sections 4(b) and 4(c), of the Access and Recreation Easement.

b. SKH and SKMR shall indemnify, defend and hold harmless CCC from and against any and all claims, actions, suits, liabilities, damages, fines, penalties, costs, expenses and fees (including reasonable attorneys fees) (collectively referred to as "Claim") which may be suffered by, incurred by, or asserted against SKH, SKMR or their employees, agents heirs, legal representatives, successors and assigns as a result of or in connection with SKH and/or SKMR's use of the Access and Recreation Easement unless the Claim is a result of or in connection with CCC's use of the Access and Recreation Easement, in which case CCC shall indemnify, defend and hold harmless SKH and/or SKMR from such Claim.

c. SKH and SKMR shall provide notice of this obligation to indemnify CCC to its successors and assigns of its obligations under the Access and Recreation Easement

6. **Relocation of Gas Line and Realignment of South Cache Street.** Snow King hereby agrees to relocate or cause the relocation of the gas line, and realign the portion of South Cache Street, located upon the Property so that the gas line and South Cache Street are located entirely within the thirty-five (35) foot easement located on the western boundary without cost or expense to CCC. CCC shall give Snow King notice at least 150 days in advance of the estimated date for commencement of construction of improvements and Snow King shall accomplish the relocation of the pipe line and roadway prior to commencement of construction.

7. **Agreement and Obligations to Run With Land.** The agreements and obligations contained herein contained shall be for the benefit of the Lots , and shall inure

to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns and any and all entities currently existing or which may be formed in the future that are related to or affiliated with SKH, SKRMA, SKR, SKMR, or GVD

8. Enforcement and Remedies. The parties hereto each shall be entitled to enforce this Agreement by specific performance, by injunction or restraint to prevent a violation or attempted violation of this Agreement or to compel performance under the Agreement, or by bringing an action for damages, or any of them, without the necessity of making an election. The prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorney's fees and costs, in addition to all other relief provided by law or in equity.

9. Final and Entire Agreement. This Agreement contains the final and entire agreement between the parties hereto as to the subject matter hereof. Any subsequent amendment to this Agreement shall be valid only if executed in writing by the parties hereto, their successors or assigns. Moreover, compliance with any condition or term set forth herein may not be waived, except by a writing duly and validly executed by the party waiving compliance. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other such right, power or privilege.

10. Captions. Captions and headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

11. Gender, Singular, Plural Terms. As used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

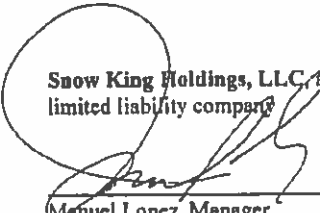
12. Recordation. The parties hereto agree and warrant that this agreement shall be recorded in the land records for Lots 1 and 2 of the Pine Lodge Addition in the Office of the Teton County Clerk, Teton County, Wyoming.

13. Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming.

14. Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day and year first above written.

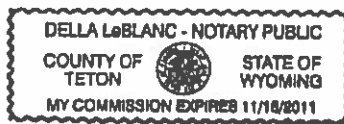
Snow King Holdings, LLC, a Wyoming
limited liability company


Manuel Lopez, Manager

STATE OF WYOMING)
)
COUNTY OF TETON)

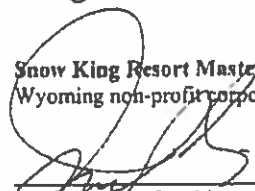
This instrument was acknowledged before me on this 17 day of June
_____, 2009 by Manuel Lopez as Manager of Snow King Holdings, LLC, a Wyoming
limited liability company.

WITNESS my hand and official seal.




Notary Public
My Commission expires 11-16-2011

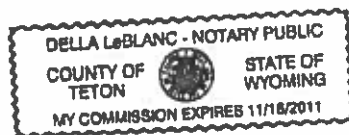
Snow King Resort Master Association, a
Wyoming non-profit corporation


Manuel Lopez, President

STATE OF WYOMING)
)
COUNTY OF TETON)

This instrument was acknowledged before me on this 17 day of June
_____, 2009 by Manuel Lopez as President of Snow King Resort Master Association, a
Wyoming non-profit corporation.

WITNESS my hand and official seal.




Notary Public
My Commission expires 11-16-2009

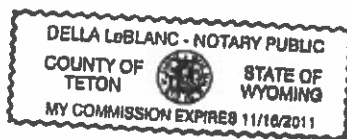
Snow King Resort, Inc., a Wyoming corporation.

Manuel Lopez, Manager

STATE OF WYOMING)
COUNTY OF TETON)

This instrument was acknowledged before me on this 17 day of June, 2009 by Manuel Lopez as Manager of Snow King Resort, Inc., a Wyoming corporation.

WITNESS my hand and official seal.



Notary Public
My Commission expires: 11-18-2011

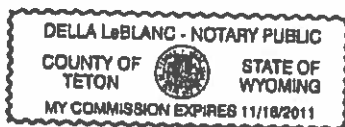
Snow King Mountain Recreation, LLC, a Wyoming limited liability company:

Manuel Lopez, Manager

STATE OF WYOMING)
COUNTY OF TETON)

This instrument was acknowledged before me on this 17 day of June, 2009 by Manuel Lopez as Manager of Snow King Mountain Recreation, LLC, a Wyoming limited liability company.

WITNESS my hand and official seal.



Notary Public
My Commission expires: 11-18-2011

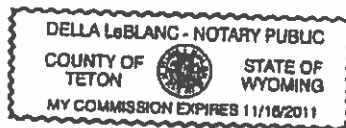
Grand View Development, LLC, a
Wyoming limited liability company

Manuel Lopez, Manager

STATE OF WYOMING)
COUNTY OF TETON)

This instrument was acknowledged before me on this 17 day of June, 2009 by Manuel Lopez as Manager of Grand View Development, LLC, a Wyoming limited liability company.

WITNESS my hand and official seal.



[Signature]
Notary Public
My Commission expires 11/16/2011

Crystal Creek Capital, LLC, a Wyoming
limited liability company:

Jim Walter, Manager
James

STATE OF WYOMING)
COUNTY OF TETON)

This instrument was acknowledged before me on this 17 day of June, 2009 by Jim Walter as Manager of Crystal Creek Capital, LLC, a Wyoming limited liability company.

WITNESS my hand and official seal.



[Signature]
Notary Public
My Commission expires: 8/29/2010

Land Use Agreement
Page 8 of 8



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: DECEMBER 13, 2018
MEETING DATE: DECEMBER 17, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER VALENTINE

SUBJECT: **ITEM P18-298:** A REQUEST FOR SUBDIVISION PLAT APPROVAL TO CONDOMINIUMIZE AN EXISTING BUILDING CONSISTING OF THREE COMMERCIAL UNITS AND THREE RESIDENTIAL UNITS LOCATED AT 115 E. PEARL AVENUE.

OWNER: BIG MOUNTAIN ENTERPRISES, LLC

REPRESENTATIVE: JORGENSEN ASSOCIATES – MATT GOTHAM

STATEMENT/PURPOSE

The applicant is requesting Subdivision Plat approval for the 115 E. Pearl Condominium Addition, for the property addressed at 115 E. Pearl Avenue. Specifically the request is to condominiumize three (3) commercial units and three (3) residential units within an existing three story building.

APPLICABLE REGULATIONS

Section 8.5.3 Subdivision Plat
Section 7.2.4 Condominium and Townhouse Subdivision

LOCATION

The property is located at 115 E. Pearl Avenue and legally described as the Lot 15, Block 2, Cache-1 Addition to the Town of Jackson. An aerial photo and zoning map are shown on the following page:



BACKGROUND

- On May 19, 2008, the Jackson Town Council voted to approve the Big Mountain Planned Mixed-Use Development Master Plan (PMD), consisting of a three-story building composed of retail, office, flexible

commercial space and residential uses. The approved Master Plan included both the existing building at 50 S. King and the proposed building at 115 E. Pearl Avenue.

- On September 2, 2008, the Jackson Town Council voted to approve a Final (Major) Development Plan under the Planned Mixed-Use Development option for an approximate 18,855 gross SF building containing retail/service, office, and residential uses located at 115 E. Pearl Avenue and 7,253 SF of existing retail and office uses located at 50 S. King Street.
- On May 6, 2013 the Jackson Town Council approved a three year extension request to the Big Mountain PMD.
- On July 27, 2015, Building Permit B15-0317 was issued for the new building 115 E. Pearl Avenue and construction was completed and finalized on June 21, 2017. The deed restriction for the required employee unit (450 sf) on the third floor was filed with the County Clerk prior to the issuance of a Certificate of Occupancy.

Project Description

The proposed subdivision plat contains a total of six (6) units: three commercial units and three residential units, one of which will remain a deed restricted employee rental unit. The existing employee deed restriction that was required as part of the original development will carry forward and against that unit so that the restriction run with the new legal description. Specifically, staff will require the applicant record an affidavit affecting title against the deed restricted unit referencing the original deed restriction. With approval of this subdivision, the existing deed-restricted employee unit will be able to be sold and owned individually.

Staff Review

Staff finds that the proposed subdivision plat is in conformance with the proposed Final (Major) Development Plan as conditioned, and that it meets all requirements in the departmental reviews. As stated above, one on-site deed restricted employee unit currently exists which was part of the original Development Plan. Staff has added a condition that the applicant work with the Jackson Teton County Housing Department to record an affidavit affecting title against the deed restricted unit to ensure the deed restriction doesn't get lost with the new legal description. The language in the restriction will remain the same, and although the unit may now be sold individually, an owner cannot occupy the unit.

The commercial portion of this request is not subject to Park and School exaction fees, however the residential portion is. Even though one of the three units is deed restricted, Division 7.5 Development Exaction Standards does not exempt deed restricted housing from the standards. A condition has been added that Park and School exactions shall be paid for all three residential units prior to recordation of the plat totaling \$9,225 (Please see the attached worksheets for calculations).

Condominium and townhouse subdivisions are permitted in the DC district and shall also comply with the following standards found in Section 7.2.4 Condominium and Townhouse Subdivisions:

- A. ***Final plat required.*** *Condominium and townhouse subdivisions shall require approval of a Subdivision Plat pursuant to Sec. 8.5.3.*

Complies. This Subdivision Plat request satisfies the above standard.

- B. Building and fire code applicability.** *Condominium and townhouse subdivisions constitute a change of use under the currently adopted building and fire codes as well as these LDR. The conversion of dwelling units to condominiums or townhomes shall comply with the currently adopted building and fire codes.*

Complies. The building was completed in 2015 and was built according to the codes at that time. Any future change in use may trigger compliance with newly adopted building or fire codes. The Building Official is not requiring any additional compliance with the adopted building and fire codes and no alterations are required.

- C. Report on building required.** *To ensure compliance with the currently adopted building and fire codes, a written and graphic report shall be professionally prepared by an individual qualified by the Town Building Official and submitted to the Building Official for review. The report shall identify any conditions of the existing structure(s) that do not conform to the currently adopted building and fire codes and the alterations to the structure(s) required to bring the structure(s) into compliance with the codes. A structural analysis of the existing building(s) shall not be required unless the Building Official determines the structural integrity of the building(s) is questionable under the authority granted to the Building Official by the currently adopted building and fire codes.*

Complies. The Town Building Official is not requiring a written and graphic report after a walk-thru of the building was conducted. The Building Official determined that this request does not require any additional compliance with the adopted building and fire codes and no alterations are required. Any future change in use may trigger compliance with newly adopted building or fire codes.

- D. Necessary building upgrades.** *The Town Building Official shall review the report, and structural analysis when required, and inspect the building(s) to determine any alterations to the building(s) necessary to comply with the currently adopted building and fire codes.*
- 1. Fire sprinkler system.** *Condominium and townhouse subdivisions shall not require installation of a fire sprinkler system in the building(s) unless the subdivision includes significant alteration to the existing building(s) that require a fire sprinkler system pursuant to the currently adopted building and fire codes.*

Not applicable. The original construction in 2015 included a fire sprinkler system thus the above standard has been met. Furthermore, no significant alteration to the existing building is proposed.

- 2. Construction plans.** *Construction plans to complete any required alterations shall be submitted to the Town Building Official for review and approval, approval with conditions or denial.*

Not applicable. No alterations are required at this time.

- E. Tenant notification.** *The owner proposing a condominium or townhouse subdivision shall, in writing, notify the current tenants of the dwelling units, provide the tenants the opportunity to purchase their unit, and provide a grace period to relocate.*
- 1. Notice to tenants.** *The owner of a proposed condominium or townhouse subdivision shall notify the current tenants, in writing, via certified and U.S. mail, of the plans to convert the development to condominiums or townhouses and provide the tenants the opportunity to purchase the unit they occupy. The tenants shall be given a minimum of thirty (30) days to decide if they wish to purchase the unit they occupy. This written notice and thirty (30) day decision period may run concurrently with the Final Development Plan and Final Plat applications.*

Complies. The applicant has provided written notice for the two market units consistent with the above requirement. In regards to the deed restricted unit, staff finds that the above requirement is not applicable because the recorded deed restriction prohibits owner occupancy. For example, if the employee(s)

currently living in this residential unit bought the unit they would be required to vacate their unit upon purchase. Staff finds this to be in conflict with the above tenant notification standard.

2. **Grace period to relocate.** *If any tenant decides to not purchase the unit they occupy or does not respond, in writing, within thirty (30) days to the offer to purchase their unit, the owner of the development shall provide a written notice to the tenant, via certified and U.S. Mail, to vacate the unit and provide a minimum of sixty (60) days from receipt of said written notice to relocate.*

Complies. Staff finds that the above requirement has been met at this time as they have provided written notice of subdivision. However the owner is not interested in selling the units and plans to retain ownership and continue renting to the same tenants.

Staff Findings

8.5.3.c. Subdivision Plat. All subdivision plat proposals may be approved only if all of the following findings are made:

1. *The proposed project is in substantial conformance with an approved development plan or development option plan or is a condominium or townhouse subdivision of existing physical development.*

Complies. The proposal is for condominium subdivision of existing physical development which requires compliance with Section 7.2.4 Condominium and Townhome Subdivisions. As stated above under the staff analysis, staff finds that as conditioned the proposal is consistent with Section 7.2.4.

2. *The proposed project complies with the standards of this Section.*

Complies. Staff finds that the proposed project complies with the subdivision standards of Section 8.5.3.

3. *The proposed project complies with the subdivision standards of Division 7.2.*

Complies. As conditioned, staff finds that the applicant has submitted all required documents required by the subdivision standards, thus staff finds that the proposed subdivision complies with Division 7.2.

4. *The proposed project complies with all other relevant standards of these LDRs*

Complies. Staff finds that the proposed project complies with all other relevant standards of these LDRs including all physical development.

ATTACHMENTS

Applicant Submittal
Department Reviews
Original Deed Restriction

PUBLIC COMMENT

None at this time.

FISCAL IMPACT

School Exaction - \$4,500
Park Exactions - \$4,725

STAFF IMPACT

There will be no significant impact to staff resources if the proposed project is approved.

LEGAL REVIEW

Complete.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends **approval** of the 115 East Pearl Condominiums Addition to the Town of Jackson addressed at 115 E. Pearl Avenue subject to the department reviews attached hereto and the following conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.
2. The applicant shall pay all Park and School Exaction fees prior to recording of the plat.
3. Upon recording the final plat, the applicant shall work with the Jackson Teton County Housing Department and record an affidavit affecting title against the existing deed restricted unit that references the original deed restriction.

SUGGESTED MOTION

Based upon the findings as presented in the staff report and as made by the applicant for Item P18-298, I move to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, and to approve a Subdivision Plat for the 115 East Pearl Condominiums Addition to the Town of Jackson for the property addressed at 115 E. Pearl Avenue subject to the departmental reviews attached hereto and the following conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.
2. The applicant shall pay all Park and School Exaction fees prior to recording of the plat.
3. Upon recording the final plat, the applicant shall work with the Jackson Teton County Housing Department and record an affidavit affecting title against the existing deed restricted unit that references the original deed restriction.

Town of Jackson
Project Plan Review History
PLANNING

Project Number P18-298	Applied 10/19/2018	STOL
Project Name Subdivision Plat - 115 E. Pearl	Approved	
Type FINAL PLAT	Closed	
Subtype	Expired	
Status STAFF REVIEW	Status	
Applicant Jorgensen Associates, P.C.	Owner BIG MOUNTAIN ENTERPRISES, LLC	
Site Address 115 E PEARL AVENUE	City JACKSON	State WY Zip 83001
Subdivision CACHE CREEK	Parcel No 22411634204010	General Plan

Type of Review	Status	Dates			Remarks
Contact		Sent	Due	Received	
Notes					
Fire Kathy Clay	NO COMMENT	10/19/2018	11/9/2018	10/24/2018	

Legal APPROVED W/COND 10/19/2018 11/9/2018 11/26/2018
A Cohen-Davis
(11/12/2018 4:29 PM AC)

1. Under Certificate of Owner, there needs to be information on access.

2. Under General Notes, Town LDR's Section 8.5.3.D states that the Final Plat shall contain the information required in W.S. 18-5-306 and 34-12-103. If no public dedication for roadway, then the Town will not assume maintenance responsibility for access to the subdivision and internal drives and then it is necessary to add the words in bold capital letters "NO PUBLIC MAINTENANCE OF STREETS OR ROADS" in order to satisfy the Town subdivision requirements as well as W.S. 18-5-306(a)(vii).

3. CC&R's need to state:

Development and Use Restrictions. All development of the Properties shall conform to the following requirements:

(a) Town of Jackson Land Use Regulations. Conformity with the Final Development Permit and with any and all applicable land use regulations of the Town of Jackson shall be required, in addition to the requirements of this Declaration.

(b) And shall not be changed without Town approval.

Planning 10/19/2018 11/9/2018
Tyler Valentine

Plat Review-Survey APPROVED W/COND 10/19/2018 11/9/2018 11/26/2018 mquinnwy@gmail.com
<none>
(11/26/2018 10:39 AM STOL)
See Attachment

Plat Review-Title APPROVED W/COND 10/19/2018 11/9/2018 11/14/2018 Mimi - mtlougan@jhtitle.com
<none>
(11/14/2018 3:12 PM STOL)
See attachment

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Police Todd Smith (10/24/2018 10:53 AM STOL) Tiffany, No concerns from law enforcement at this time.	NO COMMENT	10/19/2018	11/9/2018	10/22/2018	
Thank you, Todd					
Public Works Brian Lenz		10/19/2018	11/9/2018		
TC Housing Authority Stacy Stoker	NO COMMENT	10/19/2018	11/9/2018	10/22/2018	



JACKSON HOLE

TITLE & ESCROW

PLAT REVIEW

Name of Proposed Plat: 115 E. Pearl Condominiums Addition to the Town of Jackson

Legal Description: Identical with Lot 15, Block 2, of the Cache Creek Addition to the Town of Jackson Plat No. 102

Title Search Completed on: November 7, 2018

TITLE:

Vesting: Big Mountain Enterprises, LLC
See Comment #1

Does title vesting match ownership as shown on proposed plat? ☒ Yes ☐ No

If title is vested in non-natural entities, have copies of corporation / trust / llc / partnership documents been reviewed? ☐ Yes ☒ No

See Requirement #1

ACCESS:

Legal: ☒ Yes ☐ No

Physical: ☒ Yes ☐ No

Legal access provided via East Pearl Avenue

LOTS/UNITS:

Are lots/units progressively numbered? ☒ Yes ☐ No ☐ N/A

Are lot dimensions shown? ☒ Yes ☐ No ☐ N/A

Does plat vacate lots from which these lots are platted? ☐ Yes ☒ No ☐ N/A

See Requirement #2

STREETS:

Are streets ☐ dedicated to the public OR ☐ private, with rights of way granted to each lot owner? ☒ N/A There are no streets within the plat boundary

EASEMENTS/ENCUMBRANCES:

Are all easements/encumbrances shown on the title search listed on the plat?

☒ Yes ☐ No ☐ N/A

See Requirement #3 and Comment #2

CONDOMINIUM:

Is property shown on plat as an individual airspace unit (2 dimensional view, vertical and horizontal)? ☒ Yes ☐ No

Is there a declaration to be recorded which defines the character, duration rights, obligations and limitations of condominium ownership? ☒ Yes ☐ No

See Requirement #4

CERTIFICATES: Are the following certificates included in the plat?

Owner's Certificate (WS 34-12-103)	☒ Yes	☐ No
Is Owner's Certificate executed by the correct party?	☐ Yes	☐ No
See Requirement #1		
Surveyor's Certificate	☒ Yes	☐ No
See Comment #3		
Mortgagee's Certificate (WS 34-12-102)	☐ Yes	☒ No
See Comment #4		

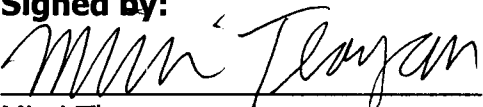
REQUIREMENTS:

- 1) The Articles of Organization that has been provided states that "the business of the company shall be conducted under the management of its Managers..." Initial Managers are Kelly D. Lockhart and Elizabeth Lockhart.
Please provide a copy of the Operating Agreement if it states that only one Manager has the authority to act for the company in all matters.
- 2) Lot 15, Block 2, of the Cache Creek Addition to the Town of Jackson Plat #102 must be vacated in the Certificate of Owner (also in the Certificate of Surveyor?) as this lot has been included as part of the proposed plat and shown as "underlying lot" and numbered Lot 1. This lot is shown on Sheet 2 and the Lot 1 information must be added to the "Unit and Lot Summary" on Sheet 1.
- 3) Delete the Affidavit Affecting Title at Book 677, Pages 390-393 from the Certificate of Owner as this affidavit does not affect the proposed plat and is simply part of the title chain.
- 4) The Condominium Declaration must be properly executed (see Requirement #1 above) and recorded concurrently with the proposed plat. Exhibit A as described under Article 5, Section 7, and attached as page 12 of the declaration must be completed.

COMMENTS:

- 1) The title vesting deed does not include the state of formation for the entity "Big Mountain Enterprises, LLC" (Book 686, Pages 452-453)
- 2) A Condominium Declaration for the 115 E. Pearl Condominiums **and** Subdivision Improvement Agreement will be recorded concurrently with the plat.
- 3) The language "Lincoln County" in the Certificate of Surveyor should probably be deleted as we know the proposed plat now lies within Teton County.
- 4) There is currently no active mortgage encumbering subject property.

Signed by:


Mimi Tlougan

Title Officer
Title

11-12-18
Date

F:\PLAT REVIEWS\1-BLANK FORM.DOT

MJQ/18-004-01

November 8, 2018

Town of Jackson
Planning and Building Department
Box 1687
Jackson, WY 83001

ATTN: Tiffany Stolte
RE: 115 East Pearl (P18-298)

Dear Tiffany,

I have reviewed the plat accompanying the above-referenced subdivision application. I would suggest the surveyor address the following items:

- There is a disconnect between Unit numbering in the Declaration and on the plat. Both documents should be carefully reviewed together and the unit numbering coordinated.
- The declaration refers to common area and common elements, but no common elements are shown on the plat. Typically, common area has been used to refer to lands within the subdivision. Common elements refers to structural elements of the building and spaces designated for common, or limited common, uses. Given the differing nature and uses of these areas and elements, it seems it might be wise to review both documents to ensure the appropriate designation of each.
- The parking area, referred to in the Declaration as a common element, should be identified on the plat to prevent confusion and perhaps avoid future disagreements as to its location and use.
- The practice in the past in condominium subdivisions such as this has been to vacate the underlying lot and designate it with a Lot Number in the new subdivision.
- In the general notes, some care should be taken to ensure that only those water, sewage, and storm water utilities *located within the subdivision* are the responsibility of the Homeowner's Association. The second paragraph in these notes could be deleted if the first were more carefully worded.
- The utility easements along the ceiling of many of the units should not be referred to as "Access and Utility Easements" as the 2 foot depth makes them non-functional for access uses. The declaration addresses this issue and permits access to such utility spaces.

Page 2

115 East Pearl Condominiums

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,



Michael Quinn, PLS
Teton County Surveyor



cc: Jorgensen Associates

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 11-26-18

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: 115 E. Pearl Ave Subdivision
2. LOCATION: 115 E. Pearl Avenue
3. PROJECT NUMBER: P18-298

4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	<u>1</u>		1.25	<u>1.25</u>
1 BEDROOM	<u>1</u>		1.75	<u>1.75</u>
2 BEDROOM	<u>1</u>		2.25	<u>2.25</u>
3 BEDROOM	<u> </u>		3.00	<u> </u>
4 BEDROOM	<u> </u>		3.75	<u> </u>
5 BEDROOM	<u> </u>		4.50	<u> </u>
EACH ADDITIONAL BEDROOM	<u> </u>		0.50	<u> </u>
DORMITORY	<u> </u>		1 per 150 sf of net habitable area	<u> </u>
TOTAL				<u>5.25</u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{5.25} \text{ TOTAL PROJECTED POPULATION } \times \frac{\underline{9 \text{ ACRES}}}{1000 \text{ RESIDENTS}} = \underline{0.04725} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{0.04725} \text{ REQUIRED ACRES } \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{4,725} \text{ CASH-IN-LIEU}$$

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

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE:11-26-18

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: 115 E. Pearl Ave Subdivision
2. LOCATION: 115 E. Pearl Avenue
3. PROJECT NUMBER: P18-298

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>115 E. Pearl Avenue</u>		<u> </u>
		<u>3</u>		<u>0.045</u>
.015 ACRES PER UNIT MULTI-FAMILY				

5. CALCULATE CASH IN-LIEU:

$$\frac{0.045}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$4,725 \text{ CASH-IN-LIEU}$$

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

RELEASED	
INDEXED	1
ABSTRACTED	1
SCANNED	

**Special Restrictions
for Employee Housing
Located at 115 E. Pearl Ave, Town of Jackson**

These Special Restrictions for Employee Housing (the "Special Restrictions"), are made and entered into this 28 day of APRIL, 2017, by the undersigned Declarant ("Declarant").

RECITALS:

WHEREAS, the Declarant holds fee ownership interest in that certain real property, located in Teton County Wyoming, and more specifically described as follows:

Lot 15, Blk. 2, Cache Creek Addition to the Town of Jackson Wyoming as recorded in the Office of the Teton County Clerk as Plat No. 102

PIN: 22-41-16-34-2-04-010(the "Land");

WHEREAS, as a condition of its approval for permit #P08-090 (the "FDP Approval"), the Declarant is providing employee housing for four hundred fifty (450) square feet or the equivalent of one (1) unit of employee housing, as follows:

The Final Development Plan application for 115 East Pearl, Jackson, Wyoming was for an 18,855 square foot retail/service, office, and residential building. It generated the requirement to provide (requirement) 450 square feet of Employee Housing (the "Residential Unit"). The declarant wishes to restrict unit 301, a 450 square foot studio apartment.

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the Click here to enter type of approval e.g. CUP, PUD, FDP Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agreed to restrict the use and occupancy of the Residential Unit to a "Qualified Household", which meets employment, income and asset ownership qualifications as set forth herein; and

WHEREAS, in accordance with the FDP Approval, the Residential Unit is intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Declarant agrees it will not be owner-occupied.

GRANTOR: BIG MOUNTAIN ENTERPRISES LLC
GRANTEE: THE PUBLIC

Doc 0927306 bk 945 pg 209-218 Filed At 16:05 ON 05/12/17
Sherry L. Daigle Teton County Clerk fees: 39.00
By Mary D Antroubus Deputy

WHEREAS, Declarant desires to adopt these Special Restrictions and declare that the Land and the Residential Unit (sometimes collectively referred to herein as the "Property") shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Property, and shall be enforceable by the Jackson/Teton County Housing Authority, a duly constituted Housing Authority to W.S. §15-10-116, as amended, and its successors or assigns (collectively, "JTCHA"), the Jackson Teton County Affordable Housing Department (the "Housing Department"), and the Town of Jackson;

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the conditions in the FDP Approval, and in consideration of such FDP Approval and the foregoing Recitals, which are incorporated herein by this reference, Declarant hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and Residential Unit shall be held, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity:

SECTION 1. JACKSON/TETON COUNTY HOUSING RULES AND REGULATIONS (GUIDELINES). References made herein to the "Guidelines" are references to the written policies, procedures and guidelines of JTCHA and/or the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of JTCHA and/or the Housing Department (the "Guidelines"). Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Guidelines.

SECTION 2. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNIT. Occupancy and use of the Residential Unit shall be restricted as follows:

A. Qualified Household. The use and occupancy of the Residential Unit shall be limited to a "Qualified Household", defined as follows:

1. Employment. At least one member of the household must demonstrate on average 30 hours per week of employment or volunteer work in Teton County, Wyoming, for a profit or non-profit employer(s), respectively, physically located in Teton County, Wyoming.

2. Income Restriction. The Qualified Household shall not earn more than 120% of the median household income in Teton County, Wyoming, as determined by the current year's published Federal Department of Housing & Urban Development median income chart for Teton County, Wyoming (the "Income Cap").

3. No Teton County Residential Real Estate. No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) residential real estate in Teton County, Wyoming.

4. Determination by the Housing Department. The Housing Department shall determine whether a prospective tenant is a Qualified Household. In addition to any requirements set forth in the Guidelines, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.

No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, JTCHA or the Housing Department, or any person affiliated with the Town of Jackson, JTCHA or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson, JTCHA or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson, JTCHA or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

B. No Owner Occupancy. No owner shall reside in or occupy the Residential Unit. For purposes of this paragraph, if an owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, or trustee or beneficiary of the trust.

C. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that the owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws.

Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

D. Rental. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. At all times, the Residential Unit shall remain a rental unit for Qualified Households. The owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than one (1) month and no longer than six (6) month terms. No Residential Unit shall be used as a guest house or guest facility.

F. Rental Rates. The rental rates for the Residential Unit shall not be greater than the current Fair Market Rent Assessment numbers for Teton County, Wyoming, as provided by the U.S. Department of Housing and Urban Development (HUD) and maintained by the Housing Department. For purposes of applying the Fair Market Rent Assessment numbers for Teton County, Wyoming published by HUD to the Residential Unit, a dorm-style or studio Residential Unit shall be considered a "studio". Notwithstanding the foregoing to the contrary, the rental rates charged by the owner may at any time be less than the applicable Fair Market Rent Assessment.

G. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper verification, advertisement for Qualified Households and reasonable maintenance. However, no Residential Unit shall be vacant for a period greater than sixty (60) days, unless authorized by Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, then the Housing Department shall have the right, but not the obligation to identify a Qualified Household to rent the Residential Unit. Anything herein and above notwithstanding, the owner shall have the right to deny occupancy to any proposed tenant who in its reasonable discretion does not meet owner's standard for occupancy, so long as such denial does not violate Federal or state fair housing laws.

H. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time to time.

I. Maintenance. The owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowners association in a safe, decent and sanitary condition. In the event the owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to repair such condition and owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from the owner shall be due upon receipt of invoice. The phrase "safe, decent and sanitary condition" may be further defined in the Guidelines.

J. Insurance. The owner shall cause the Residential Unit to be continuously insured against "all risks" of physical loss (not otherwise covered by a homeowners association insurance), for the full replacement value of the Residential Unit

K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of two (2) years.

L. Preference. The owner, at such owner's option may give first priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of the owner. In the event there are no persons directly employed by the owner to whom the owner desires to rent the Residential Unit, then the owner may rent to any Qualified Household.

Notwithstanding the foregoing, the Housing Department may approve uses inconsistent with this Section in accordance with the Guidelines.

SECTION 3. TERMINATION AND MODIFICATION OF SPECIAL RESTRICTIONS.

A. Termination. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the goal of providing housing affordable to employees in Teton County and that they should therefore be terminated.

B. Amendment. These Special Restrictions may be amended, in whole or in part, as follows:

1. With the written consent of the owner of the Residential Unit, the Housing Manager for the Housing Department, and the Planning Director for the Town of Jackson, Wyoming.
2. The Housing Department may unilaterally modify these Special Restrictions (i) to provide clarification to any provisions hereto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein, or (iii) where the Housing Department deems such modification necessary to effectuate the purposes and intent of the Special Restrictions or the goals of the Town of Jackson in providing decent, safe and affordable housing, and where such modification does not, in the Housing Department's reasonable discretion, materially impair the owner's rights.

SECTION 4. VIOLATION. In the event of a violation of these Special Restrictions, the Housing Department shall send written notice to the owner of such violation, the required action to cure and the timing for such cure. If the owner disputes the violation, the owner shall proceed in accordance with the Guidelines. JTCHA, the Housing Department and the Town of Jackson shall have the right of specific performance of these Special Restrictions and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as JTCHA, the Housing Department and the Town of Jackson may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

SECTION 5. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

SECTION 6. NOTICES. Any notice, consent or approval which is required to be given hereunder shall be in writing and when to an owner shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner's mailing address as provided to the Housing Department or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to JTCHA or the Housing Department shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully

prepaid to JTCHA, P.O. Box 714, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from the owner or Housing Manager of the Housing Department, respectively, evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of notice by mailing, notice shall be deemed given when deposited in the U.S. Mail.

SECTION 7. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 8. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter.

SECTION 9. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be found by a court of competent jurisdiction to be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable and the rights and restrictions set forth herein shall be construed and enforced accordingly, preserving to the fullest extent the intent of these Special Restrictions as set forth herein; or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of these Special Restrictions.

SECTION 10. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 11. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 12. INDEMNIFICATION. The owner shall indemnify, defend, and hold the JTCHA, the Housing Department and the Town of Jackson, and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. The owner waives any and all such claims against JTCHA, the Housing Department and the Town of Jackson.

SECTION 13. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 14. SOVEREIGN IMMUNITY. None of the Town of Jackson, JTCHA, nor the Housing Department waive sovereign immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the 18 day of April, 2017 (the "Effective Date").

DECLARANT:

BIG MOUNTAIN ENTERPRISES, LLC

Kelly Lockhart
Kelly Lockhart, Managing Member

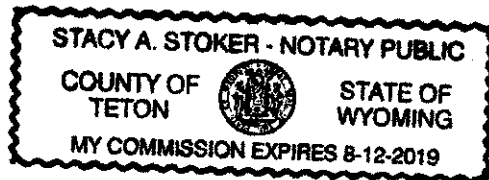
STATE OF Wyoming)
) ss.
COUNTY OF Teton)

On the 28th day of April, 20 17, the foregoing Special Restrictions for Employee Housing was acknowledged before me by Kelly Lockhart as Managing Member of Big Mountain Enterprises, LLC.

Witness my hand and official seal.

(Seal)

Stacy A. Stoker
Notary Public

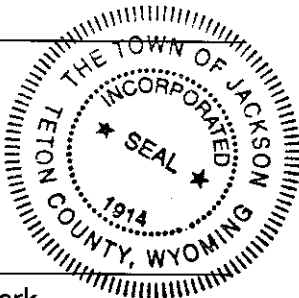


TOWN OF JACKSON:

Pete Muldoon
Pete Muldoon, Mayor

ATTEST:

Sandy Birdyshaw
Sandy Birdyshaw, Town Clerk

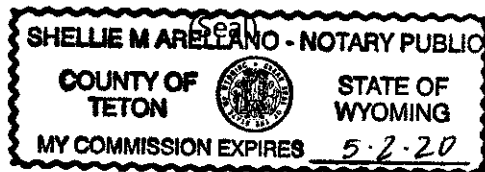


Approved 9-2-2008
Signed 5-10-2017

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the 10 day of MAY, 2011, the foregoing instrument was acknowledged before me by Pete Muldoon, as Mayor of the Town of Jackson, Wyoming.

Witness my hand and official seal.



Shellie M Arellano
Notary Public
My commission expires: 5.2.20

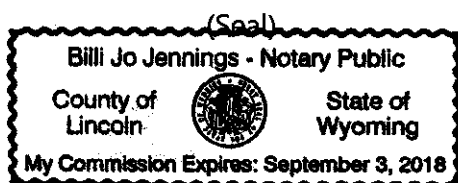
JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Stacy A. Stoker
Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the 28th day of April, 2011 the foregoing instrument was acknowledged before me by Stacy A. Stoker, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.



Billi Jo Jennings
Notary Public
My commission expires:

For Office Use Only

Fees Paid _____

Check # _____

Credit Card _____

Cash _____

Application #s _____

115 E. Pearl Avenue

PROJECT.

Name/Description: 115 E Pearl Ave Subdivision Plat

Physical Address: 115 E Pearl Avenue, Jackson WY 83001

Lot, Subdivision: Lot 15, Block 2

PIDN: 22-41-16-34-2-04-010

OWNER.

Name: _____

Phone: _____

Mailing Address: PO Box 1513, Jackson WY

ZIP: 83001

E-mail: mgotham@jorgensenassociates.com (AGENT)

APPLICANT/AGENT.

Name: 3

Phone: 307-733-5150

Mailing Address: PO Box 9550, Jackson WY

ZIP: 83002

E-mail: mgotham@jorgensenassociates.com

DESIGNATED PRIMARY CONTACT.

_____ Owner ☒ Applicant/Agent

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

Use Permit

_____ Basic Use

_____ Conditional Use

_____ Special Use

Physical Development

_____ Sketch Plan

_____ Development Plan

Interpretations

_____ Formal Interpretation

_____ Zoning Compliance Verification

Relief from the LDRs

_____ Administrative Adjustment

1 _____ Variance

1 _____ Beneficial Use Determination

1 _____ Appeal of an Admin. Decision

Development Option/Subdivision

_____ Development Option Plan

☒ _____ Subdivision Plat

_____ Boundary Adjustment (replat)

_____ Boundary Adjustment (no plat)

Amendments to the LDRs

_____ LDR Text Amendment

_____ Zoning Map Amendment

_____ Planned Unit Development

_____ Other: _____

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

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: 0.045

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. Provide **one electronic copy** (via email or thumb drive), and **two hard copies** of the submittal packet.*

Have you attached the following?

- ☒ **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.
- ☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.
- ☒ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is held, the submittal requirements will be reviewed at the conference followed by a written summary. The submittal requirements on the TOJ website are intended as a reference to assist you in submitting a sufficient application.

FORMAT.

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

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

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

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

Signature of Owner or Authorized Applicant/Agent

Matthew P. Gotham

Name Printed

11-26-18

Date

Title

October 15, 2018

Tyler Sinclair
Town of Jackson, Planning Department
150 E Pearl Avenue
PO Box 1687
Jackson WY 83001

RE: Subdivision Plat (S/D) for 115 E. Pearl Avenue

Dear Tyler,

Please find attached for sufficiency review a copy of the Subdivision Plat Application for Lot 15, Block 2 of the Cache Creek Addition to the Town of Jackson, Plat No. 102 that we are submitting on behalf of Big Mountain Enterprises, LLC. Copies of this submittal will also be sent to you electronically. This property is not located near any known fault lines.

Enclosed in this application:

- Planning Permit Application
- Jorgensen Associates, P.C. Check No. 46214 in the amount of \$1,000.00 for application fees
- Deed
- Letter of Authorization and Articles of Organization for Big Mountain Enterprises, LLC
- Evidence of Notice of Intent
- Title Report
- Access and Utility Easements and Condominium Declaration
- Draft Plat Map

Public Notice will be posted on the site when hearing date is set.

Once we receive a sufficiency determination, we will provide any updates you request to the application in electronic format, and/or hard copies as requested in the number and type you would like for distribution to review agencies. Please call me if you have any questions, or if you require additional information at this time. Thank you for your assistance.

Sincerely,

JORGENSEN ASSOCIATES, P.C.

Matthew P. Gotham, P.L.S
Survey Manager

LETTER OF AUTHORIZATION

Big Mountain Enterprises LLC, "Owner" whose address is: PO Box 1513
Jackson WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Big Mountain Enterprises LLC, as the owner of property

more specifically legally described as: Lot 15 of Block 2 of the Cache Creek Addition

Teton County, WY, according to Plat No 102 recorded on July 18, 1905

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, P.C. 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:

Kelly Lockhart Manager
(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Registered Agent, Big Mountain Enterprises, LLC
(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

STATE OF Wyoming)
COUNTY OF Teton)SS.

The foregoing instrument was acknowledged before me by Kelly Lockhart this 16th day of July, 2018.

WITNESS my hand and official seal.

Jamie Feik
(Notary Public)
My commission expires:

(Seal)



 Jackson Hole News & Guide
PROOF OF PUBLICATION

COUNTY OF TETON
THE STATE OF WYOMING

Kevin Olson

Being duly sworn, deposes and says that he is the Publisher of the JACKSON HOLE NEWS & GUIDE, weekly newspaper published in Jackson in said county and state, and that the annexed Notice was published in 2 consecutive issues of said newspaper and not in a supplement, the first publication thereof being on September 19, 2018

Subscribed in my presence and sworn to before me this
26 Day of Sept., 2018.

Kevin Olson

Kathleen M. Godines
KATHLEEN M. GODINES



COUNTY OF
TETON
STATE OF
WYOMING
MY COMMISSION EXPIRES April 2, 2022

Fee for publication \$ 76.48 Charge to the following:

Account No: 12850 Name: Jorgensen Associates

Address: PO Box 9550 Jackson WY 83002

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes, Big Mountain Enterprises, 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 contains 6 condominium units. The project is located on 0.17 acres, (generally) described as Lot 15, Block 2, of the Cacic Creek Addition to the Town of Jackson and is located within the NW ¼, NW ¼ of Section 34, Township 41N, Range 116W. The site is situated one block south and half a block east of the Town Square. The street address is 115 E Pearl Avenue. The name of the subdivision is proposed to be 115 E. Pearl Condominiums.
Publish: 09/19, 09/26/18

**Big Mountain Enterprises, LLC,
A Wyoming Close Limited Liability Company**

ARTICLES OF ORGANIZATION

Section 1.01 Introduction and Preliminary Statements

The undersigned Organizer, desires to form a close limited liability company pursuant to the Laws of the State of Wyoming by delivering in duplicate to the Secretary of State of the State of Wyoming these Articles of Organization, in accordance with the provisions of W.S. § 17-15-101 *et seq.*, the Wyoming Limited Liability Company Act, hereinafter referred to as the "Act".

Section 1.02 Close Limited Liability Company Election

The Organizer also elects to have the limited liability company be a close limited liability company as provided by WS § 17-25-101 *et seq.*, the Wyoming Close Limited Liability Supplement, hereinafter referred to individually as the "Supplement", and in conjunction with the Act collectively as the "Act".

Section 1.03 Name

The name of the close limited liability company, hereinafter referred to as the "Company", shall be:

Big Mountain Enterprises, LLC

Section 1.04 Duration

The Company shall exist for a perpetual duration from the date of filing these Articles of Organization with the Secretary of State of the State of Wyoming, unless dissolved earlier according to the Act or its Operating Agreement.

Section 1.05 Objects and Purposes

The nature of the business and the objects and purposes to be transacted, promoted or carried on, and for which the Company is organized, are as follows: to carry on and engage in and/or conduct any lawful business or investment activities, and exercise all of the powers, rights and privileges which a close limited liability company organized under the Act may have and exercise.

Section 1.06 Principal Place of Business

The principal place of business of the Company shall be as follows:

(physical address)
120 East Pearl Street
Jackson, Wyoming 83001

(mailing address)
PO Box 3157
Jackson, Wyoming 83001

Section 1.07 Registered Agent & Registered Office

The name of the initial registered agent is Kelly D. Lockhart, whose address is the same as the Company's registered office as follows:

(physical address)
120 East Pearl Street
Jackson, Wyoming 83001

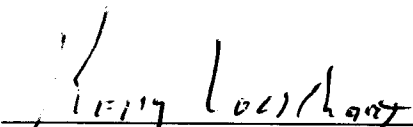
(mailing address)
PO Box 3157
Jackson, Wyoming 83001

The registered office shall only be used by Company to the extent minimally necessary in order to qualify the same as the registered office in the State of Wyoming for purposes of the Act. The Company may maintain a separate place of business located within the state of Wyoming, or such other state as the Managers may determine from time to time.

Section 1.08 Registered Agent Consent

I, Kelly D. Lockhart, "Registered Agent", a natural person and resident of Wyoming, herby accept the appointment as Registered Agent of Big Mountain Enterprises, LLC, A Wyoming Close Limited Liability Company, upon whom process, notices and demands may be served, whose principal place of business and records are located at the address stated above. I understand that as Registered Agent it will be my responsibility to receive service of process, to forward mail, and to immediately notify the Office of the Secretary of State in the event of my resignation or any changes in the Registered Office Address.

Dated this 8 day of March, 2007.



Kelly D. Lockhart, Registered Agent

Section 1.09 Contributions

The total amount of cash and the description and agreed value of property other than cash contributed to the Company by the initial Members have an agreed value of one thousand dollars and no cents (\$1,000.00).

Section 1.10 Additional Contributions

As of the Effective Date there are no additional contributions which have been agreed to be made by any of the Members of the Company. Notwithstanding the foregoing, additional

contributions to the Company shall be made by all or less than all of the Members at such times and in such amounts as may be called for in the Operating Agreement.

Section 1.11 Operating Agreement and Authority

The manner in which the Company conducts its business and affairs, the duties and authority of its Managers, Members and Unit Holders and the rights and obligations of its Members, Managers and Unit Holders to the extent not expressly required by and provided for in the Act, shall be set forth in the Operating Agreement adopted by the initial Members of the Company. Said Operating Agreement may from time to time be amended in accordance with the provisions contained therein.

Section 1.12 Additional Members

Additional Members may only be admitted to the Company upon the unanimous consent of the then current Members, as more fully provided by the Company's Operating Agreement.

Section 1.13 Transferability of Units

No Units of the Company may be transferred without the unanimous consent of the then current Members, as more particularly set forth in the Operating Agreement of the Company.

Section 1.14 Classes of Membership Interests

Initially, the Company shall have one (1) class of membership interests, collectively referred to as the "Units".

Section 1.15 Continuation of Business

In the event of the death, withdrawal, expulsion, bankruptcy, or dissolution of a Member or the occurrence of an event which terminates the continued membership of a Member in the Company, the Company may be continued upon the unanimous consent of the then current Members, as more particularly set forth in the Operating Agreement of the Company.

Section 1.16 Management

The business of the Company shall be conducted under the management of its Managers who shall have exclusive authority to act for the Company in all matters. The authorities and duties of the Managers shall be set forth in the Operating Agreement. The name and address of the initial Managers are as follows:

Kelly D. Lockhart
PO Box 3157
Jackson, Wyoming 83001

Elizabeth Lockhart
PO Box 3157
Jackson, Wyoming 83001

Section 1.17 General Limitations of Liability

Neither the Members nor the Managers of the Company shall be liable under a judgment, decree or order of a court of competent jurisdiction, or in any other manner, for a debt,

obligation or liability of the Company in accordance with the provisions of WS § 17-15-113, as the same may be amended from time to time.

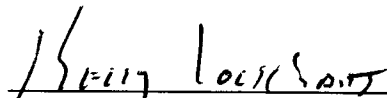
Section 1.18 Elimination of Manager's Liability

To the fullest extent permitted under applicable laws, the Managers shall be relieved from any and all liability to the Company or to any Member for any damages resulting from a Manager's actions or omissions. No subsequent repeal, amendment or other modification of this Section 1.18 shall eliminate or reduce the provisions hereof with regards to any existing or prior acts or omissions of a Manager.

Section 1.19 Mandatory Indemnification of Managers

The Company shall defend and indemnify the Managers and their directors, officers, managers, shareholders, members and partners, as the case may be, to the fullest extent authorized or permitted under applicable law, as now or hereafter in effect, against any and all claims, damages, losses, settlements, fees, penalties, costs and other expenses of any kind or description that the Managers may incur directly or indirectly as a result of serving or having served as Manager of the Company. All such rights to indemnification and defense shall continue indefinitely as to any person who has ceased to be a Manager of the Company, and they shall inure to the benefit of his or its heirs, executors, personal and legal representatives and successors-in-interest. The rights to indemnification and defense conferred under this Section 1.19 shall include the right to be paid by the Company the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition. All rights herein conferred shall be in addition to any and all other rights that the Managers may hold or hereafter acquire from any source and in any manner whatsoever, including, without limitation, rights arising under any applicable law, under these Articles of Organization of the Company, under the Operating Agreement, under any management agreement or other contract or agreement, or by virtue of any vote of the Members of the Company. No subsequent repeal, amendment or other modification of this Section 1.19 shall eliminate or otherwise adversely affect the provisions hereof with regards to any existing or prior acts or omissions of the Managers.

IN WITNESS WHEREOF, the undersigned organizer has hereunto affixed its signature this 8 day of March, 2007.



Kelly D. Lockhart, Organizer

Quitclaim Deed

RELEASED	
INDEXED	
ABSTRACTED	☒
SCANNED	☒

Know all persons by these presents that Elizabeth Lockhart, a married woman dealing with her sole and separate property, whose address is PO Box 3157 Jackson, Wyoming 83001, (the "Grantor"), for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, does hereby Convey and Quitclaim unto Big Mountain Enterprises, LLC, with a principal mailing address of PO Box 3157 Jackson, Wyoming 83001, (the "Grantee"), all of Grantors' right, title and interest now owned or hereafter acquired in and to the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Property # 1:

Lots 9, 10, 11, 12 and 13 of Block 8 of the Second Cache Creek Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the office of the County Clerk, Teton County, Wyoming, on October 14, 1913, as Plat Number 109.

PIN: 22-41-16-34-2-15-009; &
22-41-16-34-2-15-008.

Including and together with all and singular tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, encroachments, conditions, restrictions, rights-of-way and easements of sight and of record.

Property # 2:

Lots 1 and 2 of Block 8 of the Original Townsite of Jackson, Teton County, Wyoming, according to that recorded in the office of the County Clerk, Teton County, Wyoming, on July 18, 1901, as Plat Number 100.

PIN: 22-41-16-28-4-15-001; &
22-41-16-28-4-15-003.

Including and together with all and singular tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, encroachments, conditions, restrictions, rights-of-way and easements of sight and of record.

Property # 3:

Lots 1 and 2 of Block 1 of the W. W. Smith Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the office of the County Clerk, Teton County, Wyoming, on August 26, 1912 as Plat No. 105.

PIN: 22-41-16-27-3-12-007; &
22-41-16-27-3-12-008.

Including and together with all and singular tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, encroachments, conditions, restrictions, rights-of-way and easements of sight and of record.

Property # 4:

Lot 15 of Block 2 of the Cache Creek Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the office of the County Clerk, Teton County, Wyoming, on July 18, 1905, as Plat Number 102.

PIN: 22-41-16-34-2-04-010.

Including and together with all and singular tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, encroachments, conditions, restrictions, rights-of-way and easements of sight and of record.

GRANTOR: LOCKHART, ELIZABETH
GRANTEE: BIG MOUNTAIN ENTERPRISES LLC
Doc 0719573 bk 686 pg 452-453 Filed At 12:32 ON 12/21/07
Sherry L. Daigle Teton County Clerk fees: 26.00
By Mary Smith Deputy

Property # 5:

Lots 1, 2 & 3 of Block 5 of the First Cache Creek Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the office of the County Clerk, Teton County, Wyoming, on July 18, 1905, as Plat Number 102.

PIN: 22-41-16-34-2-07-002; &
22-41-16-34-2-07-001.

Including and together with all and singular tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, encroachments, conditions, restrictions, rights-of-way and easements of sight and of record.

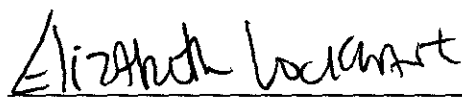
Property # 6:

Lots 1, 10, 11, 12, 15, 41, 43, 49, 50, 51, 52 and 53 of the Owl Creek Subdivision of Teton County, Wyoming, according to that plat recorded in the office of the County Clerk, Teton County, Wyoming, on December 5, 1991, as Plat Number 736.

PIN: 22-42-16-15-3-07-009;
22-42-16-15-2-06-013;
22-42-16-15-2-06-014;
22-42-16-15-2-07-007;
22-42-16-15-2-07-006;
22-42-16-15-2-06-002;
22-42-16-15-2-06-003;
22-42-16-15-2-07-019;
22-42-16-15-2-07-018;
22-42-16-16-1-01-006;
22-42-16-16-1-01-005; &
22-42-16-16-1-01-004.

Including and together with all and singular tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, encroachments, conditions, restrictions, rights-of-way and easements of sight and of record.

Furthermore, know all persons by these presents that the Grantor's Spouse, namely Kelly D. Lockhart, does hereby waive and release any and all rights that he may have in the above described real property by virtue of or arising under the homestead laws of the state of Wyoming.



Elizabeth Lockhart, Grantor

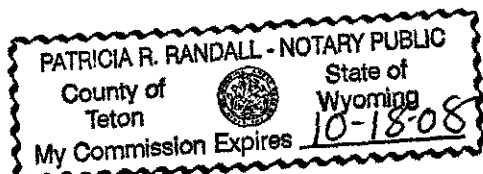


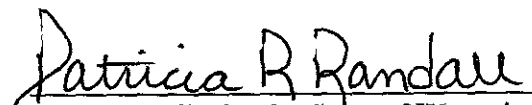
Kelly D. Lockhart, for Homestead Waiver

STATE OF WYOMING }
 ss.
County of Teton }

The foregoing instrument was acknowledged before me by Elizabeth Lockhart, the Grantor, and by Kelly D. Lockhart, for Homestead Wavier, on this 20th day of December, 2007.

Witness my hand and official seal.




Notary Public for the State of Wyoming
My Commission Expires: October 18, 2008



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 4559-3096510

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 4559-3096510

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: PO Box 3609 / 175 South King St

Jackson, WY 83001

Issuing Office's ALTA® Registry ID:

Commitment No.: 4559-3096510

Property Address: 115 East Pearl Avenue, Jackson, WY 83001

Revision No.:

Inquiries Should Be Directed To:

Amy F. Evans

Phone:

Email: afevans@firstam.com

Issuing Office File No.: 4559-3096510

SCHEDULE A

1. Commitment Date: July 02, 2018 at 5:00 PM
2. Policies to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: [Big Mountain Enterprises, LLC](#): Will amend to Purchaser when ascertained
Proposed Policy Amount: \$10,000.00
 - (b) 2006 ALTA® Loan Policy
Proposed Insured: Lender To Be Determined, its successors and/or assigns as their interests may appear
Proposed Policy Amount: \$TBD

3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:

[Big Mountain Enterprises, LLC](#)

5. The Land is described as follows:

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

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 4559-3096510

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- E. Warranty Deed from [Big Mountain Enterprises, LLC](#), a Wyoming close limited liability company to a Purchaser when ascertained.

NOTE: A Statement of Consideration is required with each transfer of title in the State of Wyoming.

- F. Provide the Company with a copy of the articles of organization, operating agreement, and any amendments thereto, or other evidence from [Big Mountain Enterprises, LLC](#), a Wyoming close limited liability company authorizing the Warranty Deed and signature(s) thereto.

NOTE: Upon review of documents provided, additional requirements and/or exceptions may be made.

The purpose of this LISTING COMMITMENT is to provide certain information and is not intended to be a statement of condition of title. The company reserves the right to make additional requirements and/or exceptions upon determination of the insured and payment of the premium.

The actual value of the Title must be disclosed to the Company, and subject to the approval by the Company, entered as the Proposed Policy Amount. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, the Company cannot be required to approve any such valuation in excess of \$10,000, and the total liability of the Company on account of the Commitment shall not exceed said amount.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 4559-3096510

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any right, Title or interest including any claim thereto, to minerals, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, gravel or other common variety materials, whether or not shown by the Public Records.
7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.

Taxes for the year 2018.

NOTE: Taxes for the year 2017 appear to be in the amount of \$2,497.35, Account No. OJ-202 according to the County Treasurer. The first installment is due and payable September 1, delinquent November 10. The second installment is due and payable March 1 of the following year, delinquent May 10. The first installment is \$1,248.68, and PAID, and the second installment is \$1,248.67, and PAID.

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8. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

9. Matters as disclosed in Affidavit Affecting Title
 Recorded: September 13, 2007
 Recording Information: [Book 677 of Photo, Page 390-393](#)

10. Matters as disclosed in Affidavit and Agreement between the Town of Jackson, Teton County, Wyoming and the Undersigned Applicants relating to a Planned Mixed Use Development Master Plan pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations
 Recorded: July 29, 2008
 Recording Information: [Book 705 of Photo, Page 203-226](#)

11. Matters as disclosed in Affidavit and Agreement between the Town of Jackson, Teton County, Wyoming and the Undersigned Applicants relating to a Planned Mixed Use Development Master Plan
 Recorded: June 26, 2013
 Recording Information: [Book 847 of Photo, Page 30-39](#)

12. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
 Recording Information: May 12, 2017 in [Book 945 of Photo, Page 209-218](#)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 4559-3096510

File No.: 4559-3096510

The Land referred to herein below is situated in the County of Teton, State of Wyoming, and is described as follows:

Lot 15 of Block 2 of the Cache Creek Addition to the town of Jackson, Teton County, Wyoming, according to that plat recorded July 18, 1905 as Plat No. [102](#).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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CONDOMINIUM DECLARATION

FOR THE

115 E. PEARL CONDOMINIUMS

This Condominium Declaration ("Declaration") for the 115 E. Pearl Avenue Condominiums is made by Big Mountain Enterprises, LLC, a Wyoming limited liability company ("Declarant"), pursuant to the Wyoming Condominium Ownership Act, W.S. §§ 34-20-101 et seq. The Declaration shall be effective as of the date of recordation in the land records of Teton County, Wyoming.

Preamble

Declarant establishes this Declaration to provide for the governance, administration, maintenance and preservation of the condominium property for the benefit of the Owners and their guests. Each Owner shall, by acceptance of a deed or other conveyance of any Unit, be deemed to have consented and agreed to all of the covenants, conditions and restrictions contained in this Declaration.

Article I – Definitions

1. "Association" means the 115 E. Pearl Association, Inc., a Wyoming non-profit corporation, organized for the purpose of managing the 115 E. Pearl Condominiums, and its successors and assigns.
2. "Board of Directors" or "Board" means the Board of Directors of the Association, appointed and elected pursuant to this Declaration.
3. "Building" means the structure located on the Property.
4. "Bylaws" mean the bylaws of the Association as the same may be amended from time to time.
5. "Commercial Unit" means the Units designated on the Condominium Plat as Units 101, 201, 202 and 203 each of which will be occupied and used by the Owners or Occupants for office and retail purposes only, or such other commercial uses permitted by applicable zoning ordinances and not otherwise prohibited by this Declaration.
6. "Common Area" means the entire Property and Building excepting the Units, as shown on the Condominium Plat. The Common Area is owned by the Association for the common use and enjoyment of the Owners. To the extent possible, Common Areas shall be designated on the Plat.
7. "Condominium" means the condominium created by this Declaration.
8. "Condominium Plat" or "Plat" means that Condominium Plat of the 115 E. Pearl Condominium Addition to the Town of Jackson recorded with the Teton County Clerk contemporaneously with this Declaration.

"Limited Common Element" means those portions of the Common Area for the exclusive use of one or more but fewer than all of the Units, and any Limited Common Elements specifically allocated to the

Units as shown on the Condominium Plat. Limited Common Elements may be referred to herein or on the Plat as "Limited Common Element" or "LCE". Each designation of Limited Common Element or LCE on the Plat shall have a suffix which shall be the Unit number or numbers who benefit from such Limited Common Element and who are responsible for its repair, maintenance and replacement.

9. "Member" means the members of the Association. An Owner of a Unit is automatically a Member of the Association.

10. "Occupant" means any person or entity in possession of a Unit, including Unit Owners, lessees, guests, agents, employees and invitees of such person or entity.

11. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Unit.

12. "Property" means that certain real property located at 115 E. Pearl Avenue, Jackson WY and more particularly described as **Lot 15 of Block 2 of the Cache Creek Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the office of the County Clerk on July 18, 1905 as Plat No. 102.**

13. "Residential Unit" means the Units designated on the Condominium Plat as Units 301, 302 and 303, each of which will be occupied and used by the Owner or Occupants for residential purposes only.

14. "Unit" means those certain individual air spaces designated and delineated on the Plat, including both the Commercial Units and Residential Units. Each Unit consists of that part of the Building as bounded by the interior surfaces of the perimeter walls, floors, windows and window frames, doors and door frames, and trim of said Unit and bounded in the vertical plane by the corrugated steel below the concrete slab on the Unit above or the roof as the case may be. The interior surfaces of a perimeter window or door means such surfaces at the points at which they are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Area.

15. "Notice" means a writing which may include hand delivery, U.S. Mail, expedited courier, fax, or e-mail.

Article II – Property Rights

1. Property and Units. The Property is divided into Units, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Area. The percentage of ownership interest in the Common Area is allocated to each Unit as set forth in Exhibit A for purposes of taxes, assessments and other charges. Such undivided interests in the Common Area are appurtenant to the respective Units.

2. Use of Property and Units. The Condominium is a mixed-use development consisting of Residential Units and Commercial Units.

- (a) The Residential Units may be used for residential purposes only.
- (b) The Commercial Units may be used for office or retail purposes only, or such other commercial uses permitted by applicable zoning ordinances subject to the Board's ability to

impose reasonable restrictions on hours of operations, noise, etc. to ensure no nuisance to the other Unit Owners.

Each Owner shall have the right to paint, tile, carpet, or otherwise maintain, repair, replace and decorate the interior of their Unit. Only the Association shall have the right to maintain, repair, replace and change the Common Area or any portion thereof.

3. Maintenance and Repair of Units. Each Owner is responsible for the maintenance and repair of their Unit. Owners must keep their Units in a good, clean, safe and sanitary condition. Owners shall promptly notify the Association of any need for maintenance, repair or replacement of the Common Area or any portion thereof.

4. Owners' Right to Use the Common Area. Every Owner and Occupant shall have a non-exclusive right to use and enjoy the Common Area as may be required for the purpose of access, use, occupancy and enjoyment of such Owner or Occupant's Unit. The right to use and enjoy the Common Area shall be appurtenant to and shall pass with the title to every Unit.

5. Association's Power over Common Area. The Association shall have the following rights with regards to the Common Area:

- (a) the right to promulgate rules and regulations regarding use of the Common Area, including the right to impose penalties for the violation of such rules and regulations but no rule shall contravene this Declaration;
- (b) the right to grant utility easements within the Common Area; and
- (c) the right to maintain, repair, replace and make changes to the Common Area for the benefit of the Owners.

6. Parking Rights. The Parking Area is a Common Element. Automobile parking spaces shall be allocated by the Board and which may be changed from time to time.

7. Taxes. All taxes, assessments, and other charges of the State of Wyoming, any political subdivision, special improvement district, or any other taxing or assessing authority, shall be assessed against and collected on each Unit separately, not on the Property as a whole, and each Unit shall be carried on the tax records as a separate and distinct parcel.

8. Mortgage. Each Owner shall have the right to mortgage or otherwise encumber his/her Unit, however, no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Area or any part thereof except the undivided interest appurtenant to his Unit. Any mortgage or other encumbrance of a Unit shall be subordinate to this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure, whether it be by private power of sale, judicial foreclosure or otherwise.

9. Subdivision and Inseparability. No Unit may be subdivided or partitioned into two or more Units. All rights appurtenant to Unit ownership are inseparable and pass with title to each Unit.

10. No Partition. The Common Area is owned in common by all the Owners and no Owner may bring any action for partition thereof.

11. Easement for Repair, Maintenance and Emergencies. Some portions of the Common Area are or may be located within the Units or may be conveniently accessible only through the Units. The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours, as may be necessary for the maintenance, repair, or replacement of any portion of the Common Area located therein or accessible therefrom. The Association shall also have an irrevocable right to have access to each Unit for making emergency repairs necessary to prevent damage to the Common Area or to any Unit. The Association shall have a master key to all Units for access in accordance with the rights granted in this Section.

12. Domestic Animals. No animals, including common domestic pets, may be kept in any Unit.

Article III - Membership and Voting Rights

1. Every Owner shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, Unit ownership.

2. The respective voting percentages allocated to each Unit are set forth in Exhibit A. When more than one person or entity holds an interest in a Unit, all such persons or entities shall be Members; however, the vote for such a Unit shall be exercised collectively as those Members determine among themselves. In no event shall more than one vote be cast with respect to any Unit.

3. As further set forth in this Declaration, Members shall have the right to vote (i) in elections of the Board, (ii) to approve or disapprove of a proposed Annual Assessment or Special Assessment, and (iii) to approve or disapprove of any Rules and Regulations proposed by the Board. All votes of the Members shall take place at an annual or special meeting of the Members or via written ballot.

4. Unless otherwise set forth herein, all Member action taken under this declaration shall be taken in the following manner: a quorum of the Members shall be present at a meeting of the Members and/or in the case of a ballot vote, a quorum of the Members shall have timely submitted a completed ballot. A quorum of the Members means the presence of (or submission of ballots by) Members holding at least 60% of the voting rights in the Association. If the required quorum is not present at a meeting, another meeting may be called and the required quorum at the subsequent meeting shall be reduced to Members holding at least 30% of the voting rights in the Association (there shall be no reduced quorum requirement for ballot initiatives). If a quorum is obtained, the Members may take action by a vote of the Members holding a majority of the voting rights in the quorum.

5. If any Owner or Occupant violates any of the provisions of this Declaration, the Bylaws or the Rules and Regulations of the Association, the rights and privileges of such Owner, including but not limited to the right to vote, may be suspended by the Board.

Article IV - Association Management

1. Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The Board shall be comprised of 3 Owners. At all times, an Owner of a Residential Unit and an Owner of a

Commercial Unit will be one of the 3 Directors on the Board. So long as Declarant is an Owner, it shall have the right to have a representative serve as one of the three Directors on the Board.

- (a) The Members shall have the right to elect the Directors, other than Declarant, at any annual meeting of the Association.
- (b) A Director who sells his Unit shall be automatically removed from the Board. In such a case, the Members shall have the right to elect a replacement Director at a special meeting of the Association.

2. Power of the Board. The Board shall have the powers enumerated in this Declaration, the Bylaws, and those otherwise provided to boards of directors for nonprofit corporations by the laws of the State of Wyoming.

3. Responsibilities of the Board. The Board shall maintain and operate the Common Area for the benefit of the Owners and administer all aspects of the business of the Association. The Board may hire or otherwise engage a management company to manage its affairs or any part thereof, as it deems advisable for the operation of the Property.

Article V – Assessments

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 party to this Declaration and agrees to pay to the Association: (1) Annual Assessments, (2) Special Assessments for capital improvements, and (3) Individual Assessments for damages caused by an Owner or Occupant (collectively "Assessments"). All Assessments together with interest, costs, and reasonable attorneys' fees as set forth below ("Costs"), shall be a charge and a continuing lien upon the Unit assessed. Assessments and Costs shall also be the personal obligation of the Owner. The personal obligation for delinquent Assessments and Costs shall not pass to successors in title unless expressly assumed in writing by the successor; however, the Assessment amount shall attach to the Unit regardless of whether or not a lien is filed with the County Clerk.

2. Purpose of Assessments. The Assessments shall be used exclusively to promote the health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area.

3. Annual Assessment. The Annual Assessment shall be based upon advanced estimates of the costs and expenses arising out of or connection with the Association's (i) administration and management of the Property, (ii) repair, maintenance and operation of the Common Elements, (iii) premiums for insurance policies required or permitted to be maintained under this Declaration, (iv) legal and accounting fees, and (v) creation and maintenance of a reserve fund for periodic maintenance, repair and replacement of the Common Area. Annual Assessments shall be allocated amongst the Owners in accordance with the Assessment Percentage as set forth in Exhibit A.

There shall be a limit on the maximum Annual Assessment amount levied by the Board which shall be limited to the lesser of a 5% increase per year or the Wyoming Cost of Living Index Annual Inflation Rates for the Northwest Region as published by the State of Wyoming Department of Administration

and Division of Economic Analysis for the two quarters preceding the date on which an increase is considered.

At least 30 days prior to the annual meeting of Members, the Board shall deliver the proposed Budget to all Owners as well as the proposed monthly Assessments for the next year. Unless Owners representing 51% of the voting power in the Association reject the Budget, the Budget shall be approved. In the event that the proposed Budget is rejected, the Budget last approved by the Owners shall be continued until such time as the Owners approve a subsequent Budget proposed by the Board.

4. Special Assessments. The Association may levy Special Assessments to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Common Area, provided that such Assessment shall be approved by Owners holding at least 67% of the voting power in the Association. Special Assessment may be amortized for up to a twelve-year period, provided that the capital improvement work commences within one year of the initial vote approving the Special Assessments. Upon the sale or transfer of any Unit, that unit's pro-rata share of the outstanding balance of a Special Assessment shall be paid in full at closing or transfer.

5. Individual Assessments. The Board may levy Individual Assessments against one or more specific Owners for expenses related to that Owner or those Owners' Units. Individual Assessments may also be levied to remedy any violation of this Declaration, subject to prior Notice and at least a 60-day opportunity to cure.

Other Assessments. The Board may levy Assessments against one or more Unit Owners for costs associated with the repair, maintenance and replacement of the Limited Common Elements.

6. Notice and Quorum to Approve Assessments. All Members shall be sent Notice of any meeting called to approve an Assessment between 15 and 30 days prior to the meeting. Meetings to approve Assessments (excepting Individual Assessments which the Board may approve by a majority vote) require a quorum of the Members holding at least 60% of the voting rights in the Association. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be reduced to Members holding at least 30% of the voting rights in the Association. An Assessment must be approved by a majority of the voting rights present and voting at a meeting with a quorum. A Member may vote by proxy so long as Notice of such proxy designation has been received by the Association.

7. Rate of Assessment. Annual and Special Assessments will be allocated among the Owners in accordance with their Unit's Assessment Percentage as set forth in Exhibit A. Assessments may be collected on a monthly, quarterly, or annual basis.

8. Establishment of Assessment Due Dates. No Assessment shall be due until at least 30 days after approval. Notice of the Annual Assessment shall be sent to every Owner. The due dates shall be established by the Board.

The Association shall, upon demand, and for a nominal charge, furnish a estoppel certificate signed by an officer of the Association setting forth whether the Assessments on a specified Unit have been paid.

9. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment or fine not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. Additionally, if an Owner fails to pay an Assessment within 30 days after it is due, the Board, in

its sole discretion, may choose to sue an Owner to recover the amount owed or may foreclose a lien against the Unit to recover the amount owed. No Owner may waive or otherwise escape liability for Assessments by non-use of the Common Area or abandonment of his/her Unit.

10. Subordination of the Lien to Mortgages. Liens of Assessment and Costs are subordinate to the lien of any mortgage recorded prior to the lien. The sale or transfer of any Unit shall not affect the assessment lien unless it is extinguished in foreclosure.

11. Foreclosure. In the event of foreclosure by a mortgagee of a mortgage recorded prior to an Association held lien, the purchaser at a foreclosure sale shall be liable for Assessments accrued from the date of the foreclosure sale.

Article VI – Maintenance

1. Association's Responsibility. The Association shall provide maintenance of the Common Area, including but not limited to exterior maintenance, interior maintenance of the Common Area, repair and replacement for the Building and maintenance of all landscaping, walks, and other exterior or interior improvements on the Property which are not part of a Unit as well as periodic window washing. The Association shall also be responsible for the repair, maintenance and replacement of all exterior windows, and all interior walls outside of a Unit. However, if it is determined by the Board that an Owner, through its act or omission damaged an element for which the Association would normally be responsible, that Owner shall be assessed for the cost of repair, maintenance and replacement arising from their act or omission.

2. Owner Responsibility. Owners shall be responsible for maintenance and repair of windows, window casings, skylights, doors and door frames, and the Association shall not be liable for repair or maintenance of the same. However, replacement of any of the foregoing will require the prior approval of the Board. Owners are responsible for the repair, maintenance and replacement of any aspect of their Unit, including an aspect of a utility circuit inside the boundaries of their unit. Owners who have Limited Common Area rights shall be responsible for the repair, maintenance and replacement of those Limited Common Areas assigned to them.

Decks. Certain Units have decks; each deck is a Limited Common Element and the Residential Unit Owners are responsible for their repair, maintenance and replacement of their Limited Common Element. There also exists a Common Area deck for which the Association is responsible.

Utilities. The Building contains a complex series of utilities and utility circuits. Utility circuits have a broad definition and include, but are not limited to, any element comprising the delivery, provision or removal of electricity, gas, heat, air conditioning, telephone, cable, internet, water and wastewater. Each unit has separate gas and electrical circuits and each Owner is responsible for the repair, maintenance and replacement of the gas and electrical circuits serving solely their Units whether within or outside of their Unit. To the extent it is possible to determine that a utility circuit serves just one Unit, that Owner shall be responsible for that circuit's repair, maintenance and replacement. If a utility circuit serves more than one Unit, but not all the Units, the Units served by that utility circuit shall be jointly responsible for the repair, maintenance and replacement of that Circuit. If a utility circuit serves all of the Units, its repair, maintenance and replacement shall be the responsibility of the Association. In the event it is not easily discernible which Units are served by a utility circuit, the Board shall be responsible for equitably allocating repair, maintenance and replacement costs after consulting plans for

the Building. Notwithstanding the foregoing, if it can be clearly shown that an Owner, through their acts or omissions, was responsible for damage to a utility circuit, whether it serves one, several, or all Units, that Owner(s) shall be responsible for the repair of such utility circuits. Each of the following Units is subject to a 2 foot non-exclusive utility easement at the highest point in the vertical plane of each Unit; Unit 100, 200 and 201. The Association and Members or their agents shall have a right to access the non-exclusive utility easement for repair, maintenance or replacement of utilities but such access rights shall be subject to the following restraints: 48 hours prior advance written notice to the owner and tenant of such unit (excepting an emergency defined as the imminent threat to loss of life or destruction of property and in such case, notice shall be given as soon as practicable after emergency entry); all reasonable care shall be taken not to disturb the business operations of the unit containing the utilities; and the individual or entity exercising its right of entry shall be responsible for all damage or loss as a result of such entry.

3. Common Area Repairs and Maintenance. No Owner may repair or maintain the Common Area without the express written permission of the Board.

Article VII - Insurance

1. Types of Insurance/Condemnation. The Association shall obtain and at all times maintain in full force and effect the following insurance policies provided by companies authorized to do business in Wyoming. Such insurance shall be covered in a form or forms naming the Association as the insured as trustee for the Owners and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first mortgages with such proceeds to be used in accordance with this Declaration. Any Owner may request a copy of such policy.

All policies shall provide for a waiver of subrogation by the insurer as to claims against the Association, the Board, employees and agents and against each Owner then their employees, agents and guests and shall provide that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or mortgagee.

The Association shall receive the proceeds of any casualty insurance maintained under this article. The Association shall apportion the proceeds to the portion of the Building which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Elements.

In the event of a condemnation by any governmental entity, the condemnation award shall be apportioned in the same manner as an insurance award.

If reconstruction is required, the proceeds will be used for such purpose. To the extent reconstruction is not required and there is a determination by the Members that the Building shall not be rebuilt, the proceeds shall be distributed in the proportions set forth in Exhibit A. Each Owner and each Mortgagee shall be bound by the apportionment of damage and of the insurance proceeds made by the Association under this article.

- (a) Property Casualty Insurance. A policy covering damage or destruction of the Property and Building. Such insurance shall be in accordance with the coverage customarily maintained by other condominium properties similar in construction, design and use, shall include fire and extended coverage, and shall be in an amount equal to 100% of the replacement cost of the

Property and Building, exclusive of land, foundation and other items normally excluded from coverage.

- (b) General Liability Insurance. A policy of broad form comprehensive general liability insurance in such amounts deemed appropriate by the Board.
- (c) Additional Coverage. Such other policies of insurance that the Board deems appropriate from time to time.

2. Owner's Individual Insurance. Each Owner shall obtain and maintain at all time during their ownership of a Unit, casualty insurance coverage for such Owner's Unit in an amount not less than 100% of the cost to replace the Unit, to the extent not covered by the Association's insurance. The premium and deductible costs associated with such Owner's individual insurance shall be paid by the Owner. All insurance policies on an Owner's Unit shall waive the insurance company's right of subrogation against the Association, the other Owners, and the Occupants. Each Owner shall provide the Board with a declarations page of such insurance policy upon demand.

3. Actions Affecting Cost and Coverage. No Owner or Occupant shall permit anything to be done or kept in such Owner or Occupant's Unit or in the Common Area that would result in an increase of the cost or the cancellation of insurance on any Unit or any part of the Property or Building.

Article VIII - General Provisions

1. Bylaws. The Declarant shall have the right to adopt Bylaws. Thereafter the Board shall have the right to impose all provisions of the Bylaws.

2. Rules and Regulations. The Board may propose Rules and Regulations governing the use of the Property. The Rules and Regulation may also provide for the imposition of fines for violations of the governing documents of the Condominium. Board proposed Rules and Regulations shall be adopted in the following manner: the Board shall provide Notice of such rules to the Owners along with the notice for an annual meeting or special meeting of the Association. The Rules shall be deemed enacted unless a majority of the quorum present at such meeting objects. Owners are obligated to inform all Occupants of the Rules and Regulations.

3. Violations, Enforcement and Costs. The Board or any Owner may take judicial action against any Owner to enforce compliance with this Declaration, the Bylaws and any promulgated Rules and Regulations or to obtain damages for noncompliance therewith. The prevailing party in such action shall be entitled to recover its incurred costs, including reasonable attorneys' fees.

4. Indemnification. Members of the Board of Directors shall have no individual liability. The Association shall indemnify the officers and Board of Directors of the Association, 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. The indemnification is valid only if the officer or director in question acted in good faith and did not violate their mandated duties.

5. Notification of Transfer of Ownership. Within five business days of the transfer of title of any Unit, the transferring Owner shall notify the Board in writing. The Notice shall provide (i) the name of the transferee and transferor, (ii) the Unit transferred, (iii) the transferee's contact information, and (iv) the date of the transfer.

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

7. Approvals and Variances. The Board is authorized to grant variances from the terms of this Declaration in cases of special circumstances or 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 Units 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 the provisions of this Declaration to achieve the desired effect sought by the variance.

8. 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.

9. Headings. Article and Section headings contained herein are for informational purposes only.

10. Amendment. This Declaration may be amended by an instrument signed and acknowledged by Owners representing not less than 75% of the voting percentage in the Association. Any amendment must be recorded with the Teton County Clerk.

Article IX – Unit Subject to Declaration, Bylaws, Rules and Regulations.

This Declaration shall run with and bind the Property, and bind all present and future Unit Owners and Occupants. Such individuals and entities shall comply with this Declaration, the Bylaws and Rules and Regulations, as amended.

Article X - Declarant's Reserved Rights

So long as Declarant remains the owner of at least one Unit, it shall have the following rights: (1) to have a designated representative be one of the three directors on the Board; (2) to unilaterally amend this Declaration, in its sole discretion, so long as such amendment does not alter an Owner's percentage of ownership in the Common Area or the voting percentages of Owners as set forth in Exhibit A; and (3) to renovate, redesign, or make changes to the Common Area so long as any such changes do not diminish the overall square footage of the Common Area.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date of signature below.

Big Mountain Enterprises, LLC

By: Kelly Lockhart
Its: Manager
Date:

STATE OF WYOMING)
)
COUNTY OF TETON) ss

On this __ day of _____, 2018, before me, the undersigned Notary Public, personally appeared Kelly Lockhart for Big Mountain Enterprises, 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.

[SEAL]

Notary Public

EXHIBIT A

Unit #	Square Footage	Voting %	Assessment %
101			
200			
201			
301			
302			
303			

DRAFT

Printed by Jorgensen on 10/12/2018 10:15:15 AM. File: P:\2018\18054 - 115 E. Pearl Condominiums Survey\CD\CD 18054.dwg. User: Jorgensen. Plot Date: 10/12/2018. Plot Time: 10:15:15 AM.

CERTIFICATE OF OWNER

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

The undersigned, acting for and on behalf of Big Mountain Enterprises, LLC, owner and proprietor of Lot 15, Block 2, Cache Creek Addition to the Town of Jackson of record in the Office of the Clerk of Teton County, Wyoming as Plat No. 102, does hereby certify:

that the lands contained within said Lot 15, Block 2, more particularly described in the Certificate of Surveyor on this plat, are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desires of said undersigned owner;

that the name of the foregoing subdivision shall be 115 E. PEARL CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON;

that the foregoing subdivision is in accord with the Master Plan and Development Plan approvals as more specifically detailed in the Certificate of Approval on this plat and is subject to the terms and conditions thereof;

that the foregoing subdivision is SUBJECT TO the following of record in said Office:

that Affidavit Affecting Title of record in Book 677 of Photo, Page 390–393;

that Affidavit and Agreement between the Town of Jackson, Teton County, WY, and the undersigned applicant Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations of record in Book 705 of Photo, pages 203–226;

that Affidavit and Agreement between the Town of Jackson, et al, Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations of record in Book 847 of Photo, pages 30–39;

that Development Plan (P15–008) approved on April 15, 2015;

those covenants, conditions, restrictions, and/or easements of record in Book 945 of Photo, Pages 209–218;

that the foregoing subdivision shall be made SUBJECT TO the following to be recorded on the same date as this plat in said Office:

the Condominium Declaration for The 115 E. Pearl Condominiums and

that Subdivision Improvement Agreement for The 115 E. Pearl Condominiums

that by said Declaration of Condominium for The 115 E. Pearl Condominiums the undersigned owner has granted utility easements within Units 100, 200, and 201 of the foregoing subdivision to The 115 E. Pearl Condominiums Association, Inc. to all providers of utilities to the foregoing subdivision, and further that by said Declaration said owner has reserved certain rights related to said easements within the foregoing subdivision.

BIG MOUNTAIN ENTERPRISES, LLC,
a Wyoming Limited Liability Company

Kelly Lockhart
Manager, Big Mountain Enterprises, LLC

The foregoing instrument was acknowledged before me by Kelly Lockhart, Manager of Big Mountain Enterprises, a Wyoming Limited Liability Company, this day of December, 2018.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF MORTGAGEE

NO MORTGAGE EXISTS ON THE SUBJECT PROPERTY.

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

I, Matthew P. Gotham,, a Wyoming Professional Land Surveyor, do hereby certify:

that by the authority of the owner of Lot 15, Block 2, of record in the Office of the Clerk of Teton County, Wyoming as depicted on that Plat 102 entitled CACHE CREEK ADDITION TO JACKSON, LINCOLN COUNTY, WYOMING, I have subdivided the lands of said Lot 15, Block 2, as shown on this plat to be known as 115 E. PEARL CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON;;

that to the best of my belief and knowledge, the dimensions of the boundary, Common Area, Limited Common Elements, and Individual Airspace Units of 115 E. Pearl Condominiums Addition to the Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, P.C. under my direction during 2018; and from architectural plans prepared by Gilday Architects of Jackson, Wyoming;

that the foregoing subdivision is SUBJECT TO easements, rights–of–way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of sight and/or record, including, but not limited to, those specifically called for in the Certificate of Owner on this plat;

that there are no surface water rights appurtenant to the lands of the foregoing subdivision;

that there are ground water rights appurtenant to the lands of the foregoing subdivision associated with the Town of Jackson water supply system, such rights will be maintained.

Matthew P. Gotham
Wyoming Professional Land Surveyor 13002
The foregoing instrument was acknowledged before me by Matthew P. Gotham this day of December 2018.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

Pursuant to Section 15–1–415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, THE 115 E. PEARL CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the day of 2018;

SUBJECT TO the condition that the foregoing subdivision is in conformity with, and in compliance with the terms and conditions of the Big Mountain Planned Mixed Use Development Master Plan approved by the Jackson Town Council on May 19, 2008 and extended or amended in accordance with the following: that Extension to said Master Plan (P13–011) approved by said Council on May 6, 2013 and memorialized in that Affidavit and Agreement of record in the Office of the Clerk of Teton County, Wyoming in Book 847 of Photo, pages 30–39; that Final Development Plan (P15–008) approved by said Council on April 20, 2015.

ATTEST: TOWN OF JACKSON

Sandra P. Birdyshaw, Clerk Pete Muldoon, Mayor

Brian T. Lenz, Engineer Tyler Sinclair, Planning Director

The foregoing instrument was acknowledged before me by Pete Muldoon, Mayor, this day of December 2018.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Sandy Birdyshaw, Clerk, this day of December 2018.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this day of December 2018.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Tyler Sinclair, Planning director, this day of December 2018.

WITNESS my hand and official seal.

Notary Public
My commission expires:

GENERAL NOTES

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION AND TREATMENT SYSTEMS, AND STORM DRAINAGE COLLECTION SYSTEM. HOWEVER, THE OWNERSHIP OF AND MAINTENANCE RESPONSIBILITY FOR THE WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION SYSTEM, AND STORM DRAINAGE SYSTEM FOR THIS SUBDIVISION WILL REST WITH THE 115 E. PEARL CONDOMINIUMS HOMEOWNERS' ASSOCIATION AS INDICATED IN THE CONDOMINIUM DECLARATION FOR THE 115 E. PEARL AVENUE CONDOMINIUMS.

NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM, SEWER COLLECTION SYSTEM, AND STORM DRAINAGE COLLECTION SYSTEM.

ACCORDING TO PANELS 2907D OF THE TETON COUNTY, WYOMING AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM) WITH EFFECTIVE DATE OF SEPTEMBER 16, 2015 PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THIS SUBDIVISION LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% (500–YEAR FLOOD) ANNUAL CHANCE FLOODPLAIN.

THE BUILDINGS OF THE FOREGOING SUBDIVISION ARE PROTECTED BY AN APPROVED INTERIOR FIRE SPRINKLER SYSTEM.

UNDER CURRENT TOWN OF JACKSON REGULATIONS, AND THE APPROVED FINAL DEVELOPMENT PLAN, NO FURTHER SUBDIVISION OF THE LANDS OR UNITS OF THIS SUBDIVISION IS ALLOWED.

THE FOLLOWING STATEMENT IS INCLUDED ON THIS PLAT IN ACCORDANCE WITH WYOMING STATUTE: "THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE."

WATER RIGHTS NOTES

SURFACE WATER
The lands of 115 E PEARL CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON have no surface water rights for irrigation purposes.

GROUND WATER
Ground water rights for municipal water supply are appurtenant to the lands of this subdivision under wells owned by the The Town of Jackson; the wells are located on other properties; those ground water rights will be retained.

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

SELLER DOES NOT WARRANT TO PURCHASER THAT THE PURCHASER SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THE PROPOSED SUBDIVISION.

AREA & UNIT SUMMARY

TOTAL ACREAGE: 0.17 Acres
TOTAL CONDOMINIUM UNITS: 6

LAND USE DISTRICT &
ZONING DISTRICT OVERLAYS:

DOWNTOWN CORE ZONING DISTRICT

WITHIN TOWN OF JACKSON LODGING OVERLAY DISTRICT

LAND USE AND ZONING OVERLAY DISTRICTS ARE SUBJECT TO CHANGE

ARCHITECTS:

GYDE Architects
(contact for Gilday Architects)
80 W. Broadway, Suite 200
PO Box 4735
Jackson WY 83001
307.733.7303

SURVEYOR & ENGINEER:

Jorgensen Associates, P.C.
1315 Highway 89 S., Ste. 201
P.O. Box 9550
Jackson, Wyoming 83002
307–733–5150

APPLICANT & OWNER:

Big Mountain Enterprises, LLC
PO Box 3157
Jackson, Wyoming 83001
307–730–9155

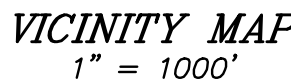
SHEET INDEX

SHEET	TITLE
1	CERTIFICATES, NOTES, AND LAND USE INFORMATION
2	SUBDIVISION OVERVIEW DETAIL, VICINITY MAP, AND NOTES
3–6	UNIT DETAILS, COMMON AREAS & LIMITED COMMON ELEMENTS

FINAL PLAT
115 E. PEARL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
IDENTICAL WITH
LOT 15, BLOCK 2
CACHE CREEK ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 1 OF 6
CERTIFICATES, NOTES, AND LAND USE INFORMATION



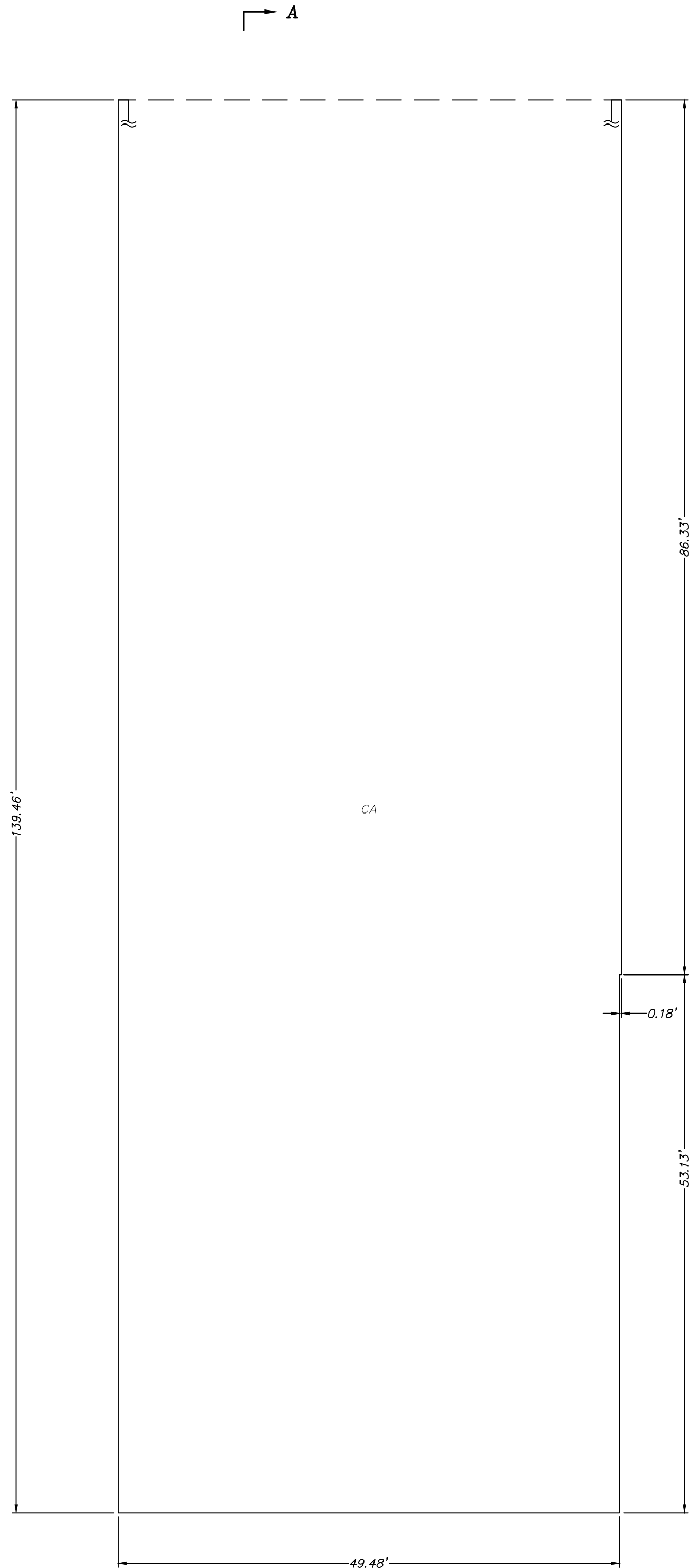
PREPARED BY: RHI MAP PREPARED: 10/12/2018 PROJECT NUMBER: 18054 60



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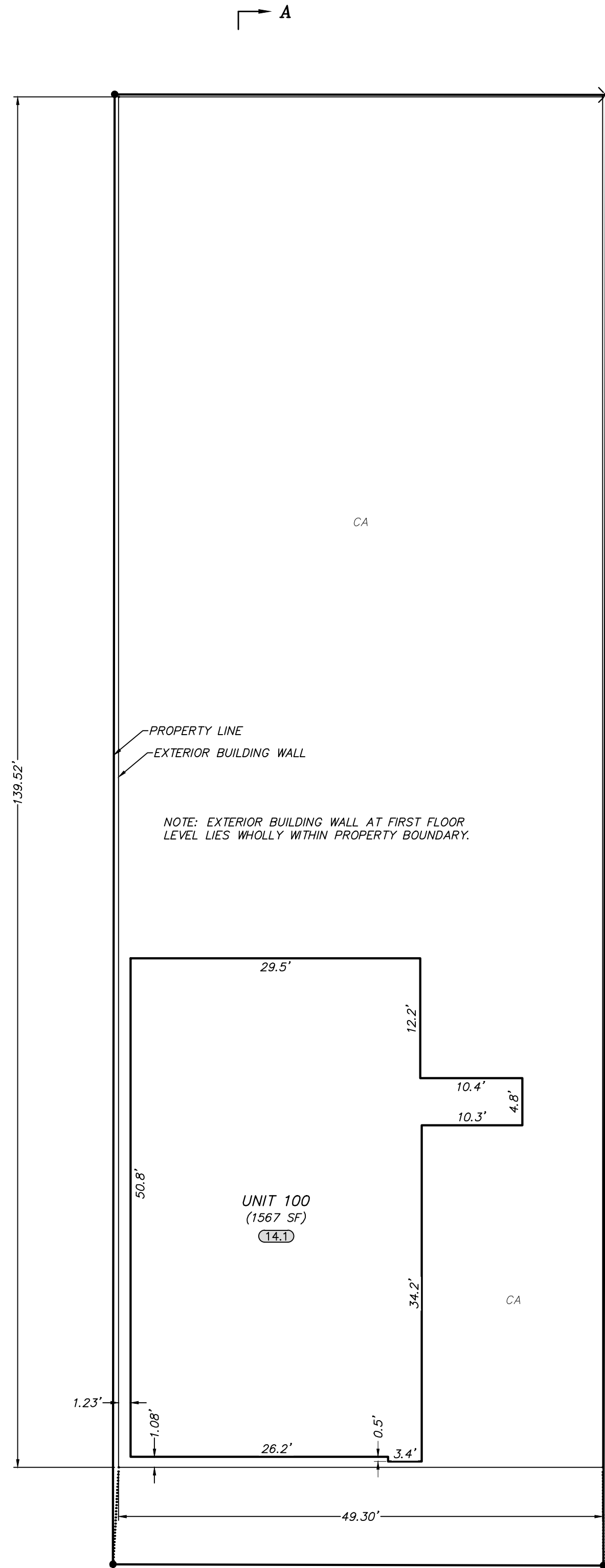
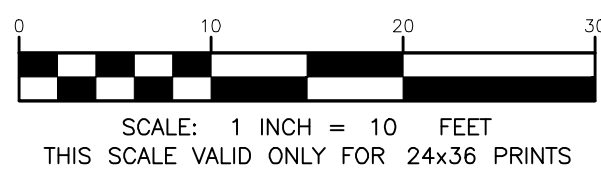
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ADDITION TO THE TOWN OF JACKSON
IDENTICAL WITH
LOT 15, BLOCK 2
CACHE CREEK ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 2 OF 6
SUBDIVISION OVERVIEW DETAIL, VICINITY MAP, AND NOTES

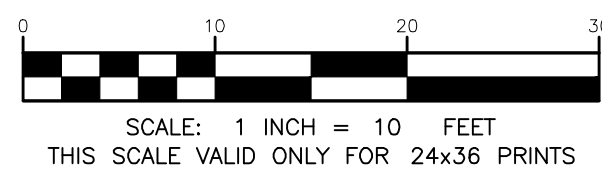


NOTE: ENTIRE BASEMENT LEVEL IS COMMON AREA AS DEFINED IN THE CONDOMINIUM DECLARATION FOR THE 115 E. PEARL CONDOMINIUMS.

**BASEMENT LEVEL
PLAN VIEW**



**FIRST FLOOR LEVEL
PLAN VIEW**



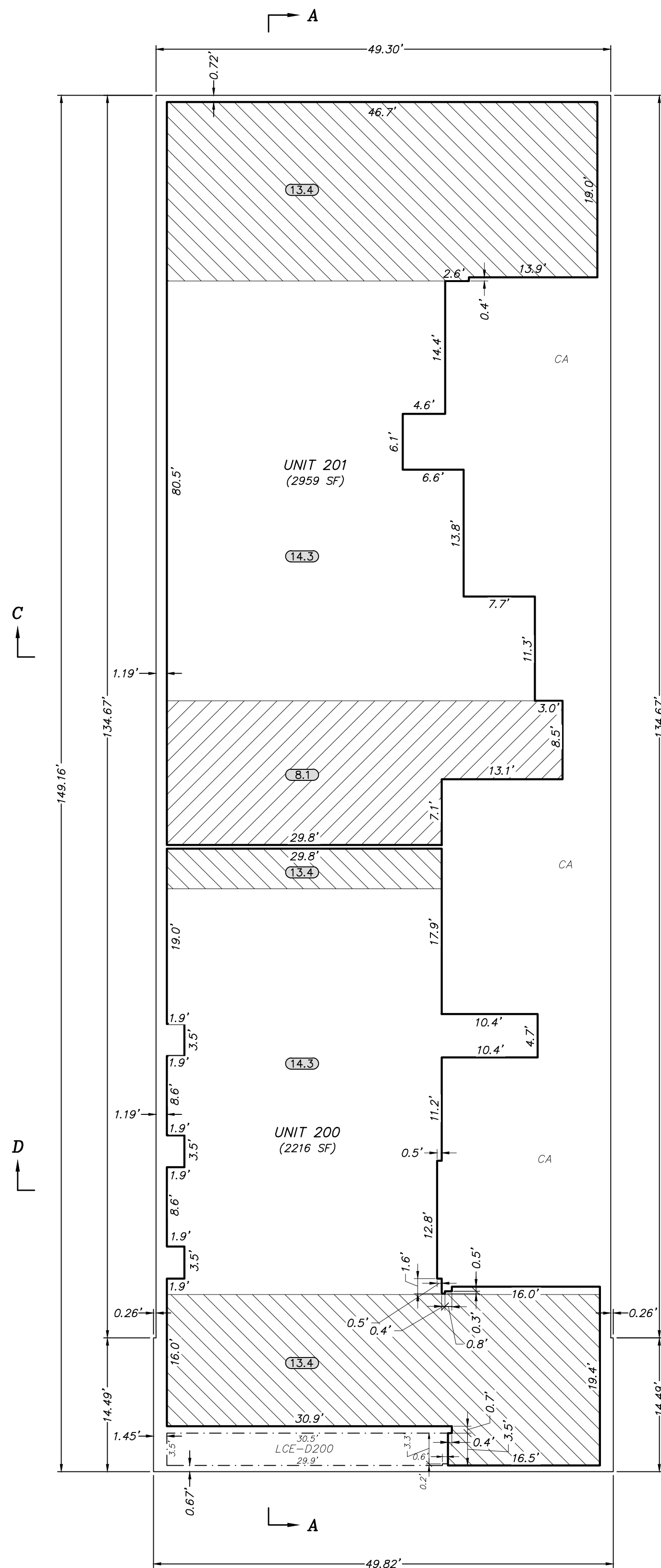
LEGEND

- PK nail with 1-1/2" diameter washer inscribed "SURVEY MONUMENT PLS 3831"
- 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 13002"
- Boundary, THIS SUBDIVISION
- UNIT 301
- Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for 115 E. PEARL CONDOMINIUM ADDITION TO THE TOWN OF JACKSON)
- Condominium Unit perimeter wall being the boundary of an individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit or Unit)
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- Represents an exterior and/or interior building foundation limit at the the basement-level in plan view
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- Ties to exterior building face at ground-floor level
- CA
- LCE-0301
- 14.3
- 13.4
- 8.1

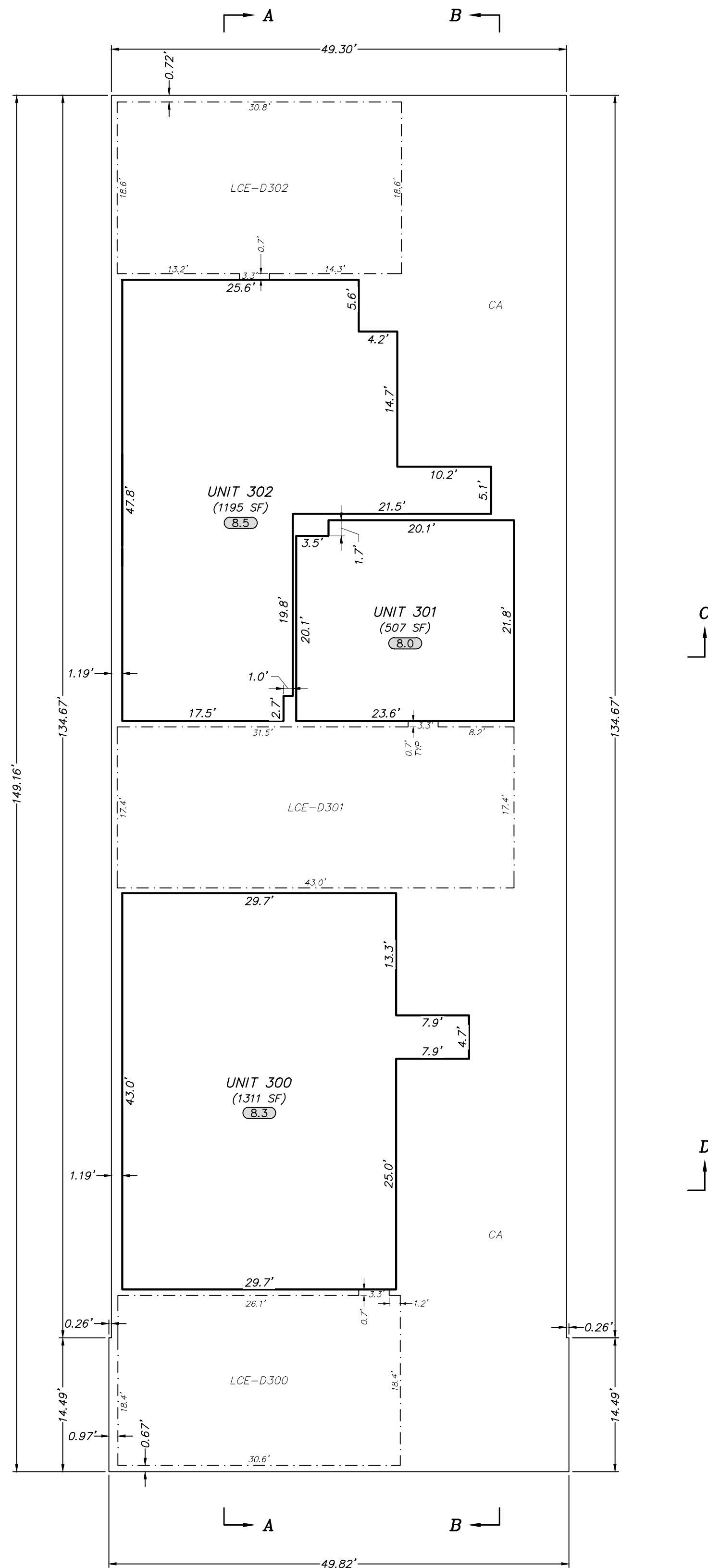
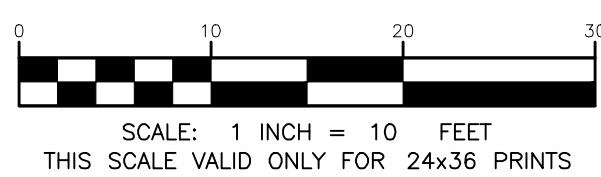
NOTES

- PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
- MEASUREMENT PRECISION TO ONE-TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.
- PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM BUILDING FOUNDATION TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE BUILDING FOUNDATION.
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- FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, COMMON AREA, AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR THE 115 E. PEARL CONDOMINIUMS TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAT.
- ALL COMMON AREAS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.

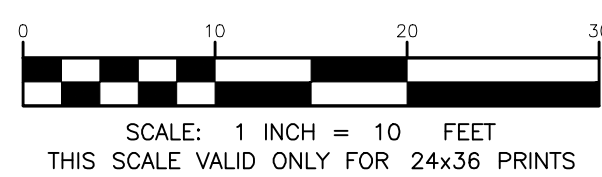
FINAL PLAT
115 E. PEARL CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
IDENTICAL WITH
LOT 15, BLOCK 2
CACHE CREEK ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 3 OF 6
UNITS, COMMON AREAS & LIMITED COMMON ELEMENTS
UNIT 100
DETAILS & NOTES



SECOND FLOOR LEVEL
PLAN VIEW



THIRD FLOOR LEVEL
PLAN VIEW



LEGEND

✕ PK nail with 1-1/2" diameter washer inscribed "SURVEY MONUMENT PLS 3831"

• 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 13002"

--- Boundary, THIS SUBDIVISION

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--- Ties to exterior building face at ground-floor level

CA Common Area; portions of this subdivision EXCEPT for Units, as more specifically defined in the Declaration of Condominium for 115 E. PEARL CONDOMINIUM ADDITION TO THE TOWN OF JACKSON

LCE-D301 Limited Common Elements - Deck; those Limited Common Elements, as defined in the Declaration of Condominium for 115 E. PEARL CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, for the exclusive use of a Unit of this subdivision as a deck

(14.3) Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights.

(13.4)

(8.1)

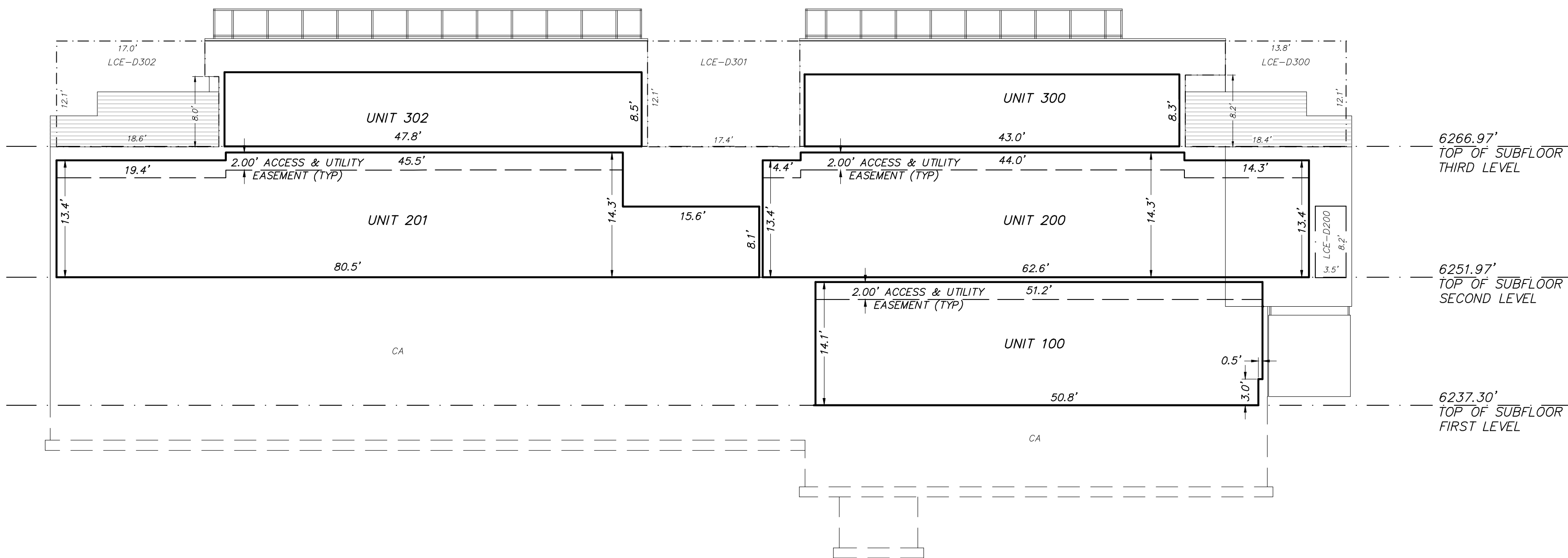
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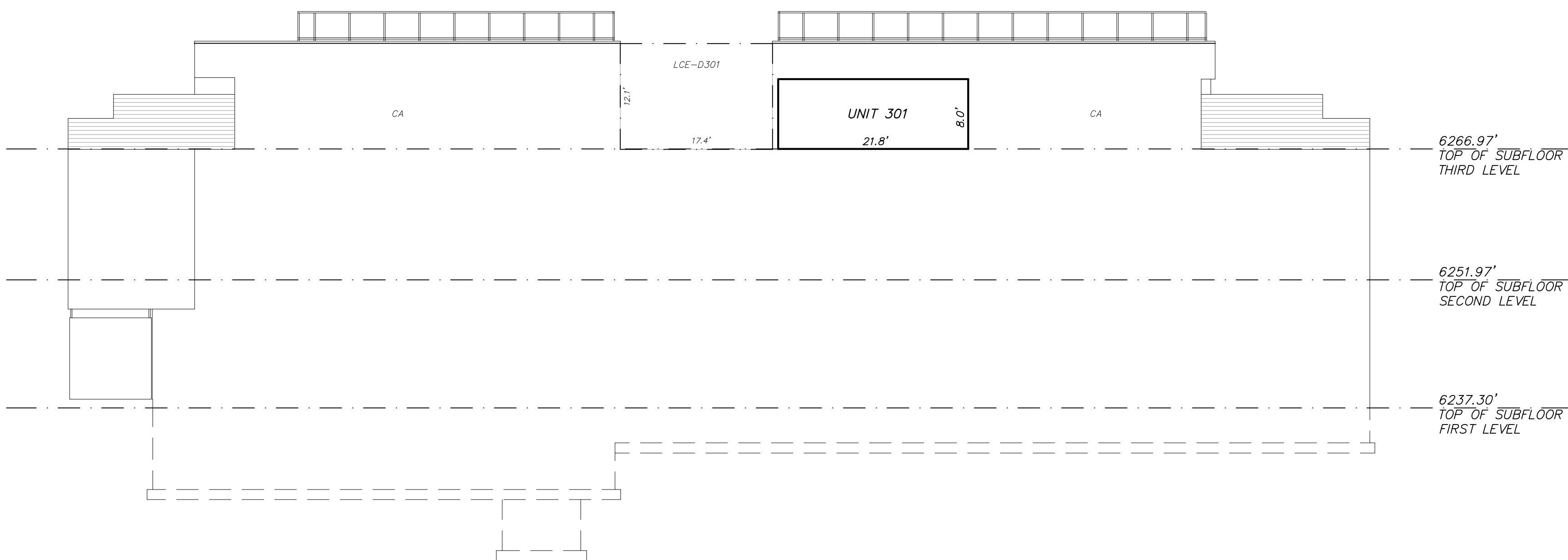
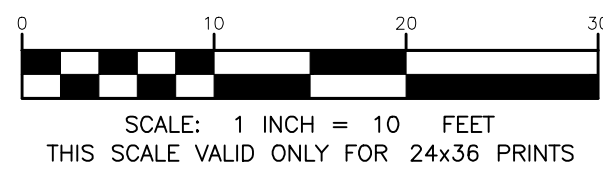
FINAL PLAT
115 E. PEARL CONDOMINIUM
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IDENTICAL WITH
LOT 15, BLOCK 2
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LOCATED IN THE
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Town of Jackson
Teton County, Wyoming
SHEET 4 OF 6
UNITS, COMMON AREAS & LIMITED COMMON ELEMENTS
UNITS 200, 201, 300, 301, & 302
DETAILS & NOTES

Printed by user on 10/12/2018 at 10:25am

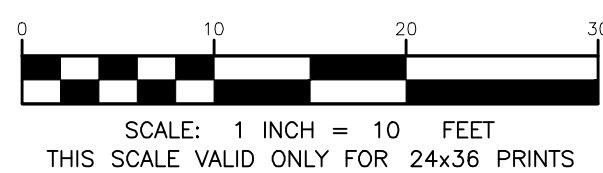
115 E. Pearl Condominium Addition Survey CAD 18054.dwg 115 E. Pearl Condominium Addition



SECTION A-A
UNITS 100, 200, 201, 300, AND 302



SECTION B-B
UNIT 301

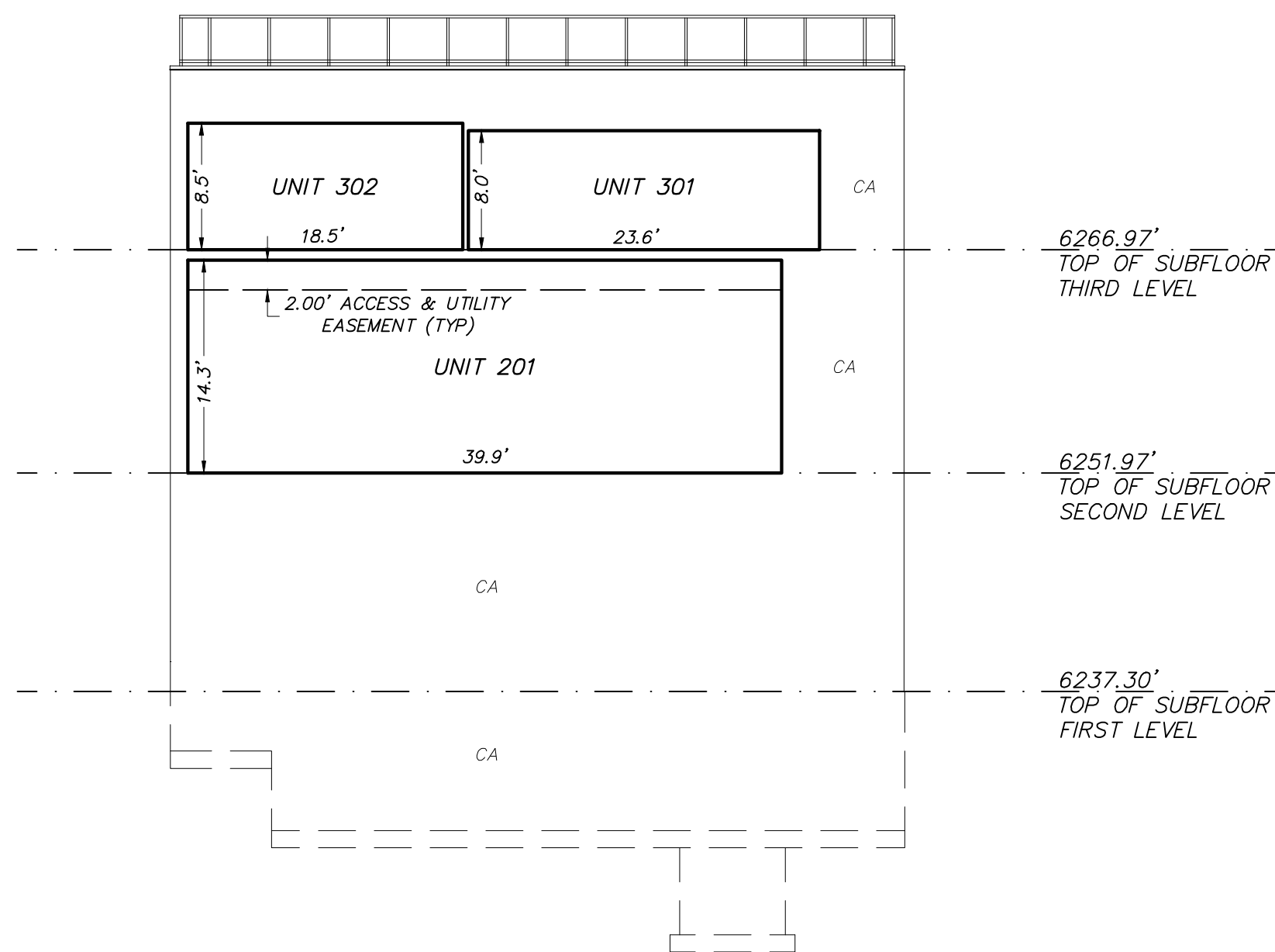


LEGEND	
	PK nail with 1-1/2" diameter washer inscribed "SURVEY MONUMENT PLS 3831"
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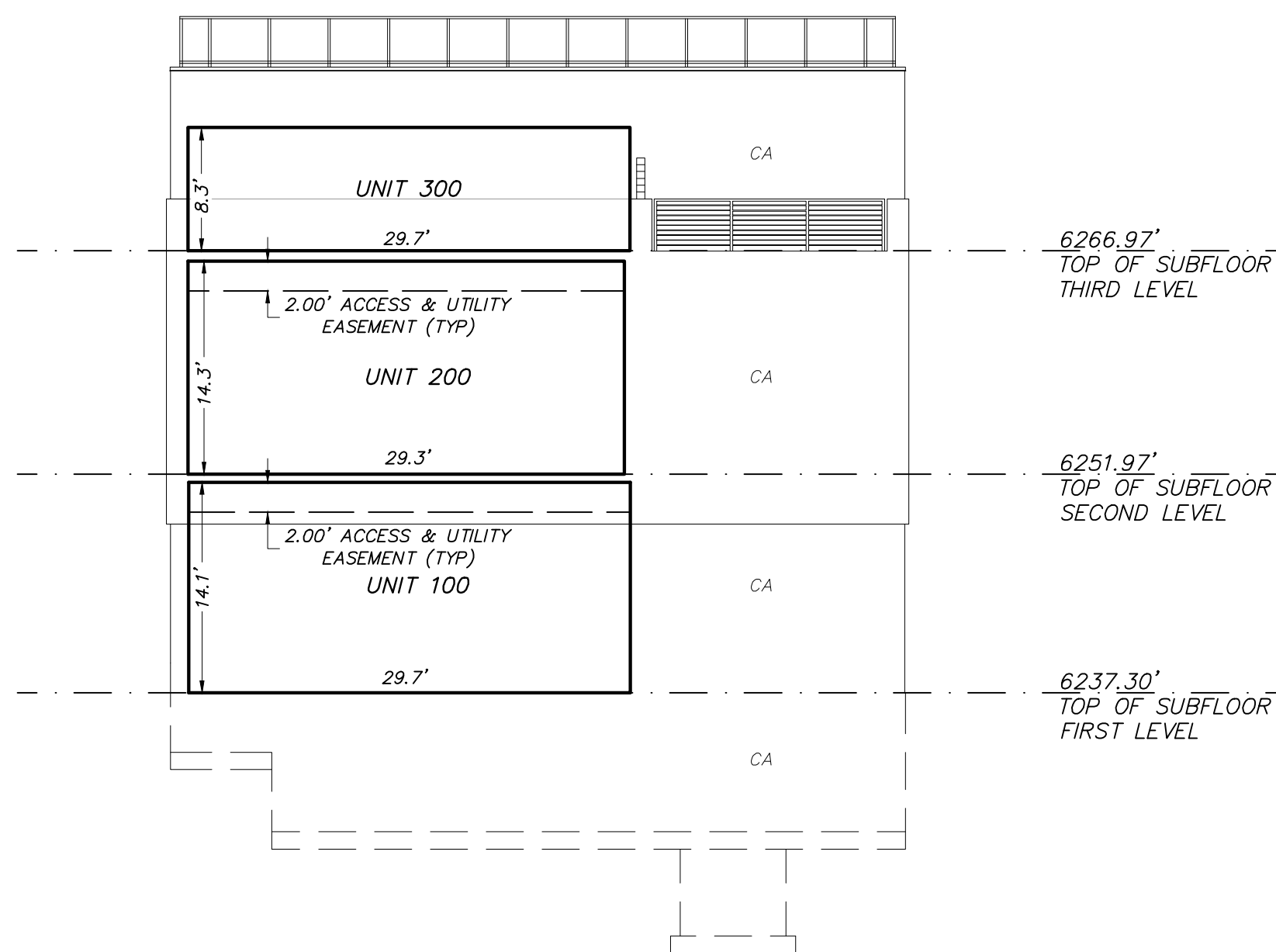
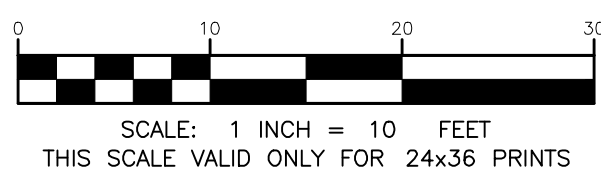
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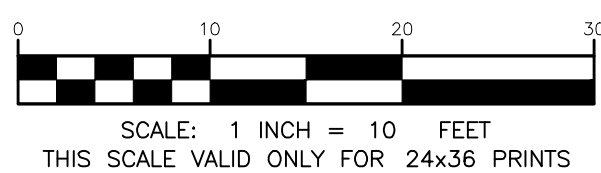
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Town of Jackson
Teton County, Wyoming
SHEET 5 OF 6
UNITS, COMMON AREAS & LIMITED COMMON ELEMENTS
UNITS 100, 200, 201, 300, 301 & 302
DETAILS & NOTES



SECTION C-C
UNITS 201, 301, AND 302



SECTION D-D
UNITS 100, 200, AND 300



LEGEND	
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FINAL PLAT
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SHEET 6 OF 6
UNITS, COMMON AREAS & LIMITED COMMON ELEMENTS
UNITS 100, 200, 201, 300, 301 & 302
DETAILS & NOTES



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: DECEMBER 13, 2018
MEETING DATE: DECEMBER 17, 2018

SUBMITTING DEPARTMENT: PLANNING & HOUSING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER VALENTINE & STACY STOKER

SUBJECT: **ITEM P18-136 & 330:** A REQUEST FOR APPROVAL TO AMEND THE DEVELOPMENT AGREEMENT AND AMEND THE EMPLOYEE HOUSING MITIGATION PLAN FOR WESTVIEW TOWNHOMES LOCATED AT 1255 WEST HIGHWAY 22.

OWNER: FSD INVESTMENTS, LLC

APPLICANT: FODOR LAW OFFICE

REQUEST

The applicant is requesting approval of the following items for the property addressed at 1255 West Highway 22:

- Amendment to Development Agreement: The applicant is requesting approval to amend the Westview Development Agreement (DA), specifically to change the date of forfeiture from July 15, 2018 to August 15, 2021. The date of forfeiture is the deadline when the 16 deed restricted units must be completed (i.e. Certificate of Occupancy and deed restrictions recorded) and if the units are not completed the Town may call on the bond for the sewer and water improvements.
- Amendment to Housing Mitigation Plan: The applicant seeks to amend their housing mitigation plan to change the restriction type for the 16 restricted units from the previously approved Master-Tenant Restriction specific to the application to a standardized Workforce Ownership Restriction.

APPLICABLE REGULATIONS

Section 8.3.2 Development Plan

LOCATION

The property is located at 1255 W Hwy 22, legally described as PT SW1/4NE1/4, Section 32, Township 41, Range 116. An aerial photo and zoning map are shown below:



BACKGROUND/ALTERNATIVES

The Town Council approved Planning Item P16-085, a Development Plan for the Westview Townhomes project to develop 20 residential units at 1255 West Highway 22 on October 17, 2016. When the Development Plan was approved for Westview, the Jackson Teton County Housing Department (JTCHD) worked with the applicant in support of their proposed housing plan to restrict more units rather than the typical 25%. The result was that the Town received 16 units that are restricted for the workforce that may be leased for a higher rate rather than getting the typical requirement of 4 units – two Category 1, one Category 2, and one Category 3 – that are restricted based on income and assets. Under the current approval, the 16 2-bedroom units are subject to an employment based restriction which requires them to be rentals and restricts owners from occupying them. The following is taken directly from the Jackson Teton County Housing Department (JTCHD) comments at the time of Development Plan approval:

According to the Jackson Teton County Housing Department (JTCHD), the proposed development of 20 condominium units will require deed-restricted housing for 9.6 persons. The 9.6 persons would normally be required to be housed in Category 1, 2, and 3 ownership units evenly distributed over the categories. However, the applicant has indicated they plan on restricting all (16) of the lower section 2-bedroom units for employee housing rentals. These 16 units will house 36 people, which is 26.4 more than the requirement. The applicant is proposing a new model with the intention of getting employers involved in housing the workforce. The restriction will not be the same as a standard Employee Housing rental unit. Rather, it will include the following:

- The restriction shall apply to the lower 16, 2-bedroom units only.*
- Restricted units will be master leased to businesses to be used as housing for their employees or other employees working in Teton County.*
- No more than 3 unrelated people in a 2 bedroom unit per TOJ regulations, or as amended.*
- Master Leases to businesses shall be market rate.*
- Rents shall be determined & negotiated by the Owner and the Employer based on local market rate rents.*
- The business holding the master lease shall be responsible for meeting the Employee workforce regulations of the units.*
- At least 1 person occupying the unit must be employed full time in Teton County.*
- Rents charged to Employees (occupants) may not exceed the rents being charged to the business holding the master lease.*
- Owners of the business who master lease the units shall not occupy the rental units.*
- Businesses who master lease the units will keep records of employees occupying the units for 2 years.*
- This Restriction can be modified with the approval of the Housing Department & Planning department without Town Council Approval.*

The terms of the new Employee Deed Restriction would not include the following;

- Rent rates shall not be regulated by the Housing Department or HUD.*
- This restriction does not apply to the upper 3-bedroom units.*

The Town Council later approved an amendment to the above restriction at the December 18, 2017 Council meeting for Item P17-227. The approved amendment allowed the owner to rent any of the 16 units directly to a qualified household only after a 90-day period when a qualified business has not secured a lease to rent said units to their employees. The applicant originally proposed this amendment to have assurance that the units are

not left vacant in the event qualified businesses cannot be found to lease the units. Specifically, the Council approved the following changes to the housing mitigation plan:

- *The restriction shall allow the owner to rent directly to qualified employees working in Teton County after One Hundred Twenty (120) days of marketing to employers.*
- *The restriction shall limit leases directly to qualified employees to be no longer than twelve (12) month periods.*
- *That restriction shall state that the owner must continue to market the unit to employers during the lease period with a qualified employee. If a Master Tenant is found, a Master Lease will begin when the existing lease expires.*
- *The restriction shall include language regarding the distinction between a Master Tenant (Employer) and a qualified employee and that the exception to allow direct rental to a qualified employee be its own section of the restriction.*

Finally, on August 6, 2018 the Town Council approved items P18-095 & P18-135 (staff report attached), a Development Plan amendment and new Hillside CUP, both of which had matching expiration dates requiring submittal of a Building Permit no later than August 15, 2019. At that meeting Council voted on Option #3:

Option #3: Approve the request to Amend the Development Plan to allow an extension & do not call on the LOC: This option would extend the Development Plan to August 15, 2019 allowing the applicant the opportunity to build the deed restricted units and the Town would not call on the LOC unless the applicant did not follow through within the new expiration date. The Development Agreement would be amended as needed. The Hillside CUP would also be approved with an expiration date consistent with the Development Plan.

The Council also directed staff to amend and make any necessary changes to the associated Development Agreement (DA), mainly modifying dates and reference of Planning items. The Council directed staff to bring the amended DA back for a final review prior to signatures. One aspect of the DA that was not discussed at the August 6th Council meeting was re-negotiating the date of forfeiture from its original date of July 15, 2018 to a date that better coincides with the new expiration date of August 15, 2019. As you recall, the date of forfeiture is the date when the 16 deed restricted units need to be completed (i.e. Certificate of Occupancy and deed restrictions recorded). Failure to complete the units by the forfeiture date would result in the Town calling on the bond (\$224,901.67) which is related to the costs of the sewer and water improvements that have been installed from the subject site to the Y-Intersection. In conclusion, since the Town Council was amendable to allowing a Building Permit to be submitted no later than August 15, 2019, it only makes sense to adjust the date of forfeiture to allow reasonable time to build the units assuming construction starts in the 2019 construction season.

PROJECT DESCRIPTION

Housing Mitigation:

The applicant is requesting approval of an amendment to the Westview employee housing mitigation plan which would replace the Master-Tenant Restriction to a standardized Workforce Ownership Restriction. The applicant is not requesting to change the number of restricted units. This amendment would allow the 16 units to be rented or sold directly to any individual who meets the Jackson/Teton County Housing Authority's qualification standards for workforce housing rather than to a master tenant who in turn rents/leases the units to qualified employees. Both approved and proposed restrictions are occupancy restrictions that do not restrict rent. The only change is that the current Master-Tenant restriction does not allow owner occupancy and the Workforce Ownership Restriction does.

Development Agreement:

In addition, the applicant seeks to amend the Development Agreement, specifically to extend the date of forfeiture to August 15, 2021. To clarify, the applicant is committing to completion of the 16 restricted units

by August 15, 2021 or else the Town would call on the bond. At this time the bond expires August 15, 2019 and the applicant is aware they need to provide a new bond that expires according to the new date of forfeiture that is decided upon.

STAFF ANALYSIS

Housing Mitigation:

The Jackson/Teton County Housing Department supports the proposed change to the Westview housing mitigation plan as it will use a standardized restriction approved by the JIM and parallels the current Master-Tenant Restriction. Below is a summary of the main similarities and differences of the two restrictions.

	Existing (Master-Tenant)	Proposed (Workforce Ownership)
Type of Restriction	Occupancy	Occupancy
Requirement for Affordable Rents?	No	No
Can Owners Occupy?	No	Yes
Min 30 hours of work a week	Yes	Yes
Min 75% of income locally	Yes	Yes
Work min 10 months out of year	Yes	Yes
Can owners own property within 150 miles?	Yes	No
JTCHD Monitoring?	Yes	Yes

At this time Planning staff has nothing to add and concurs with the Housing Department's direction on changing the restriction type as both restrictions are very similar and achieve the same goal. The only prominent difference is the Workforce restriction allows owner occupancy. But since these units were never rent restricted, the end user, whether a renter or owner, would be paying close to market rent. The proposed restriction still meets the intent of the original restriction but provides standardization while still requiring monitoring to ensure the restriction is being complied with.

Development Agreement:

The original DA was a negotiation between the Town and the property owner to determine who was responsible for what, cost and completion dates for infrastructure and the 16 restricted units. Staff recognizes that the current date of forfeiture (July 15, 2018) has past and a new date needs to be established. The new date should be determined between the Town Council and the applicant. Generally speaking, since the Council was amendable to extending the Development Plan and CUP deadline for Building Permit submission to August 15, 2019, changing the date of forfeiture beyond August 15th seems logical as the applicant needs time to build the units. Also, the Council decided at the August 6th meeting to not call on the bond which would conclude that a new date should be set. The Council should consider a reasonable time in which the 16 units should be built considering the Town has fulfilled their obligation of the deal by installing water and sewer. At this time the applicant is agreeing to complete the 16 units no later than August 15, 2021. Planning staff finds that in the current construction market that the proposed date of forfeiture is reasonable to complete a project of this size.

Public Works however has concerns about extending the date of forfeiture and prefers the Council re-consider calling the bond now, or consider extending the bond with a revised dollar figure related to the cost of constructing the 16 units rather than the cost of the infrastructure. Please see the department reviews for more details.

Staff Findings

Item A: Development Plan. Pursuant to Section 8.3.2.C Findings for a Development Plan, the following finding shall be made for the approval of a Development Plan.

****Since the proposed request does not affect the physical development in any way, all of the below findings have been carried forward from the original Development Plan.***

1. *The proposed project is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

Complies. The proposed application is located in Character District #4 Midtown, specifically Sub-area 4.2 Northern Hillside of the 2012 Comprehensive Plan. In order to review the application for conformance with the Comprehensive Plan, staff has reviewed the Policy Objectives for District 4 as follows:

Common Value 1: Ecosystem Stewardship

Policy 1.1.c: Design for wildlife permeability

Complies. The above finding for wildlife permeability has already been made with the previously approved Development and this request does not impact the design or mitigation measures.

Common Value 2: Growth Management

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

Complies. Staff finds that this request is not related to housing types thus the above finding has already been made with the previously approved Development Plan.

Policy 4.1.d: Maintain Jackson as the economic center of the region

Complies. Not applicable.

Policy 4.2.c: Create vibrant walkable mixed use subareas

Complies. Staff finds that this request is not related to walkability thus the above finding has already been made with the previously approved Development Plan.

Policy 4.3.a: Preserve and enhance stable areas

Complies. Not applicable.

Policy 4.3.b: Create and develop transitional areas

Complies. Staff finds that this request is not related to additional development thus the above finding has already been made with the previously approved Development Plan.

Policy 4.4.b: Enhance Jackson gateways

Complies. Staff finds that because the grey metal was already approved once with the Sketch Plan, staff is able to make the finding that the proposed change back to grey enhances Jackson gateways.

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

Complies. Staff finds that the proposed change in color does not change the previous finding that was made for enhancing natural features in the built environment.

Common Value 3: Quality of Life

Policy 5.2.d: Encourage deed-restricted rental units

Complies. Staff finds that this request is not related to deed-restricted units thus the above finding has already been made with the previously approved Development Plan.

Policy 5.3.b: Preserve existing workforce housing stock

Complies. Not applicable.

Policy 6.2.b: Support businesses located in the community because of our lifestyle

Complies. Not applicable.

Policy 6.2.c: Encourage local entrepreneurial opportunities

Complies. Not applicable.

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

Complies. Staff finds that this request is not related to alternative transportation modes thus the above finding has already been made with the previously approved Development Plan.

Policy 7.2.d: Complete key Transportation Network Projects to improve connectivity

Not applicable.

Policy 7.3.b: Reduce wildlife and natural and scenic resource impacts

Complies. Staff finds that this request is not related to reduction in wildlife and natural and scenic resource impacts thus the above finding has already been made with the previously approved Development Plan.

In addition, staff finds that the application should be reviewed for consistency specifically with subarea 4.2 Northern Hillside which states as follows as the desired vision for the subarea:

This TRANSITIONAL Subarea must strike a delicate balance between allowing some mixed use and residential development while maintaining wildlife permeability and the natural form of the undeveloped hillsides. A key to successful future development will be to sensitively place development in harmony with the existing terrain in order to minimize land disturbance. Development intensity in this area should be less than that found within the adjacent Midtown Highway Corridor (Subarea 4.1). Structures will be allowed up to two stories and may be configured in a variety of layouts with attached and detached

units blending into the natural surroundings. Smaller building footprints will be encouraged in order to provide adequate open and/or landscaped areas. A variety of residential types, including live/work, multifamily, and duplexes, may be appropriate in this area depending on the specific characteristics of a site and its existing topography. Low density single family housing may continue to be appropriate at the edges of this area, particularly when adjacent to existing undisturbed hillsides. Future development should address wildlife permeability and assist in guiding wildlife movement to future roadway crossings.

Complies. Staff finds that this request does not significantly impact any of the above mentioned items related to Subarea 4.2, thus the above finding has already been made with the previously approved Development Plan.

2. *The proposed project achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO).*

Complies. Not applicable.

3. *The proposed project does not have a have a significant impact on public facilities and services, including transportation, portable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.*

Complies. Staff finds that this request is not related to impacts on public facilities and services thus the above finding has already been made with the previously approved Development Plan.

4. *The proposed project complies with the Town of Jackson Design Guidelines, if applicable.*

Complies. Not applicable.

5. *The proposed project complies with all relevant standards of these LDRs and other Town Ordinances*

Complies. Staff finds that this request is not significantly impacting the approved design thus the above finding has already been made with the previously approved Development Plan.

6. *The proposed project is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies. Staff finds the above finding that was made with the previously approved Development Plan still stands and the proposed change in color is still in conformance with all standards or conditions of prior permits and approvals.

ATTACHMENTS

Department Reviews
Applicant submittal
CUP & Development Plan Amendment Report
Original Development Agreement
Draft Amended Development Agreement
Current Bond

FISCAL IMPACT

None.

STAFF IMPACT

Staff impact includes time from the Legal Department to draft the Development Agreement. Staff impact also includes time by the Housing Department and the Town Legal Department to prepare and record the new restriction against the property which is typical in with required housing. Finally, Planning and Legal staff have spent a considerable amount of time on this project which far exceeds the typical time spent on a project of similar size.

LEGAL REVIEW

Complete. The Town Attorney has prepared a draft agreement for this item, minus the new date of forfeiture, because Council input is required. If the Council approves this item, the Town Attorney will complete the draft agreement for the future signatures by the Mayor and applicant and will work with the Housing Department to finalize a deed restriction for the 16 units, which will be recorded.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

Item A: The Housing Director recommends approval for an amendment to the Westview employee housing mitigation plan to change the restriction type to a Workforce Ownership Restriction for the property located at 1255 W. Highway 22.

Item B: The Planning Director recommends approval for an amendment to a Development Agreement for the Westview Townhomes PUD as presented by the applicant.

SUGGESTED MOTION

Item A: Based upon the findings as presented in the staff report and as made by the applicant for Item P18-330, I move to make findings 1-6 as set forth in Section 8.3.2. (Development Plan) of the Land Development Regulations related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Complies with the Town's Design Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals to **approve** an amendment to a Development Plan, specifically to amend the Westview Housing Mitigation Plan and change the restriction type to a Workforce Ownership Restriction, for the property addressed at 1255 W Highway 22, subject to the department reviews attached hereto.

Item B: I move to approve an amendment to the Westview Development Agreement (Item P18-136) and direct staff to prepare the final agreement for the Mayor to sign provided that prior to signing the agreement the applicant provide a new bond which has an expiration date one month past the approved date of forfeiture.

Town of Jackson
Project Plan Review History

PLANNING

Project Number	P18-136	Applied	5/1/2018	TV
Project Name	Dev Agee Amend - Westview Townhomes	Approved		
Type	MISC PLANNING	Closed		
Subtype	OTHER	Expired		
Status	STAFF REVIEW	Status	5/22/2018	STOL

Applicant	Owner F.S.D. INVESTMENTS, LLC
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Site Address	City	State	Zip
1255 W HIGHWAY 22	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
	22411632100008	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes Building Kelly Sluder	NO COMMENT	5/1/2018	5/22/2018		
Fire Kathy Clay	NO COMMENT	5/1/2018	5/22/2018		
Legal A Cohen-Davis	APPROVED	5/1/2018	5/22/2018	5/16/2018	
Parks and Rec Steve Ashworth	NO COMMENT	5/1/2018	5/22/2018		
Pathways Brian Schilling	NO COMMENT	5/1/2018	5/22/2018		
Planning Tyler Valentine (12/11/2018 9:34 AM TV) Please see staff report.	NO COMMENT	5/1/2018	5/22/2018		
Police Todd Smith	NO COMMENT	5/1/2018	5/22/2018		
Public Works Brian Lenz	APPROVED	5/1/2018	5/22/2018	10/2/2018	Per First Amendment to DA

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(12/13/2018 7:36 AM BTL)					
The Town Engineer has reviewed the proposed First Amendment to Development Agreement for the Westview development.					
In the interest of preserving the commitment to workforce housing the Town Engineer does not recommend the extension of the date of forfeiture for the current amount of financial assurance. Rather a new financial assurance for at least 125% of the cost of the proposed sixteen units should be provided with a new date of forfeiture. Otherwise, it is recommended that the financial assurance should be redeemed according to the terms of the Development Agreement.					
START	NO COMMENT	5/1/2018	5/22/2018		
Darren Brugmann					
TC Housing Authority	NO COMMENT	5/1/2018	5/22/2018	6/28/2018	
Stacy Stoker					
WYDOT	NO COMMENT	5/1/2018	5/22/2018		
<none>					

PLANNING

Project Number	P18-330	Applied	11/20/2018	STOL
Project Name	Dev Plan Amend - Westview Townhouses	Approved		
Type	DEVPLAN	Closed		
Subtype		Expired		
Status	STAFF REVIEW	Status		
Applicant	Fodor Law	Owner	F.S.D. INVESTMENTS, LLC	
Site Address		City	State	Zip
1255 W HIGHWAY 22	JACKSON	WY	83001	
Subdivision	Parcel No	General Plan		
	22411632100008			

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes					
Building Kelly Sluder	NO COMMENT	11/21/2018	12/11/2018	12/5/2018	
Fire Kathy Clay	NO COMMENT	11/21/2018	12/11/2018	11/21/2018	No comment at this time
Legal A Cohen-Davis (12/7/2018 3:11 PM AC) An Amendment to the Development Plan will require an Amendment to the Development Agreement recorded against the property based upon policy decisions by the electeds regarding timing and the financial assurance, as well as the requirement to obtain Certificates of Occupany.	APPROVED W/CONDITI	11/21/2018	12/11/2018	12/7/2018	
Parks and Rec Steve Ashworth	NO COMMENT	11/21/2018	12/11/2018	11/29/2018	
Pathways Brian Schilling	NO COMMENT	11/21/2018	12/11/2018	11/29/2018	
Planning Tyler Valentine (12/11/2018 12:35 PM TV) Please see staff report.	APPROVED W/CONDITI	11/21/2018	12/11/2018	12/11/2018	
Police Todd Smith (12/11/2018 11:02 AM TSM) Continue to have concerns over left turns out of subdivision onto Hwy 22 with congestion. Should be reviewed due to reconfiguration of intersection at Hwy 22/89 to see if viable as previously approved or not?	APPROVED W/CONDITI	11/21/2018	12/11/2018	12/11/2018	

Type of Review Contact Notes	Status	Dates			
		Sent	Due	Received	Remarks
Public Works Brian Lenz	NO COMMENT	11/21/2018	12/11/2018		
START Darren Brugmann	NO COMMENT	11/21/2018	12/11/2018		
TC Housing Authority Stacy Stoker (12/3/2018 2:37 PM SAS)	APPROVED W/CONDITI	11/21/2018	12/11/2018	12/3/2018	See Notes
The Housing Department agrees that the Workforce Housing Restriction is a better method for restricting these units. The Workforce Housing Restriction is in line with programs already in place under the Housing Department. The Housing Department will work with the applicant to get the restrictions recorded prior to Certificate of Occupancy.					



PLANNING PERMIT APPLICATION
Planning & Building Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

For Office Use Only

Fees Paid _____
Check # _____ Credit Card _____ Cash _____
Application #s _____

PROJECT.

Name/Description: West View Townhomes
Physical Address: 1255 West Highway 22
Lot, Subdivision: _____ PIDN: 22-41-16-32-1-00-008

OWNER.

Name: F.S.D. Investments, LLC Phone: _____
Mailing Address: P.O. Box 9879, Jackson, WY ZIP: 83002
E-mail: _____

APPLICANT/AGENT.

Name: Dodor Law Office Phone: 307-733-2880
Mailing Address: P.O. Box 551, Jackson, WY ZIP: 83001
E-mail: sdan@dodorlaw.com

DESIGNATED PRIMARY CONTACT.

____ Owner ☒ Applicant/Agent

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

Use Permit	Physical Development	Interpretations
____ Basic Use	____ Sketch Plan	____ Formal Interpretation
____ Conditional Use	☒ Development Plan <u>Amendment</u>	____ Zoning Compliance Verification
____ Special Use		
Relief from the LDRs	Development Option/Subdivision	Amendments to the LDRs
____ Administrative Adjustment	____ Development Option Plan	____ LDR Text Amendment
____ Variance	____ Subdivision Plat	____ Zoning Map Amendment
____ Beneficial Use Determination	____ Boundary Adjustment (replat)	____ Planned Unit Development
____ Appeal of an Admin. Decision	____ Boundary Adjustment (no plat)	____ Other: _____

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

Pre-application Conference #: _____

Environmental Analysis #: _____

Original Permit #: _____

216-085

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. Provide **one electronic copy** (via email or thumb drive), and **two hard copies** of the submittal packet.

Have you attached the following?

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

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

_____ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is held, the submittal requirements will be reviewed at the conference followed by a written summary. The submittal requirements on the TOJ website are intended as a reference to assist you in submitting a sufficient application.

FORMAT.

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

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

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

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

Signature of Owner or Authorized Applicant/Agent _____

Date _____

Name Printed _____

Title _____

AMENDMENT TO DEVELOPMENT PLAN CONDITION APPLICATION

F.S.D. Investments, LLC
1255 W Highway 22, Jackson, WY
(PIDN: 22-41-16-32-1-00-008)

Submitted on: November 14, 2018

Submitted to: Town Council

Applicant: F.S.D. Investments, LLC
P.O. Box 9879
Jackson, WY 83002

Fodor Law Office
Stefan J. Fodor
P.O. Box 551
Jackson, WY 83001

Statement of Request:

The Applicant is seeking to amend Condition #3 of the approved Development Plan for the West View Townhomes (the "Housing Mitigation Condition"). Specifically the Applicant is seeking to amend the Housing Mitigation Condition so that the use, occupancy and ownership of the 16 workforce housing units that are to be constructed as part of the development (the "Units") are governed by the Special Workforce Housing Rental Restrictions and Special Workforce Housing Ownership Restrictions that have been approved by the Jackson Town Council on November 5, 2018.

Under the current Housing Mitigation Condition, the use and occupancy of the Units is governed by Special Restrictions that use a master lease approach to renting/leasing the Units. Under this approach, all 16 Units must be leased to a single employer in Teton County, who in turn rents the Units to its employees and only its employees. This is an approach that has never been used before by the Town of Jackson or Teton County. This unique approach was approved by Town Council in consideration of the original applicant agreeing to go above and beyond its housing mitigation responsibilities.

The Applicant is requesting that the Housing Mitigation Condition be amended so that the Special Restrictions that govern the use, occupancy and ownership of the Units changes from the master lease approach to Special Workforce Housing Rental Restriction and Special Workforce Ownership Restriction. This amendment would allow for the Units to be rented or sold directly to any individual who meets the Jackson/Teton County Housing Authority's qualification standards for workforce housing rather than to a master tenant who in turn rents/leases the Units to its employees. If permitted, this amendment will: (1) reduce potential vacancies in the Units, (2) increase flexibility, (3) serve a broader swath of the community, and (4) decrease the compliance monitoring burden on the Housing Department, all while serving to further the Town and County's goal of housing 65% of the workforce within the Town and County boundaries.

The master lease approach does not account for the possibility that the master tenant/employer will not need all of the Units to house its employees. This in turn means there is a risk of leaving some of the Units vacant from time to time. The master lease approach is also inequitable, in that it benefits only one employer in the community and that employer's employees. The lack of workforce housing in the Town of Jackson and Teton County is a detriment felt by employers and employees in all sectors of our community's economy. Switching from the master lease approach to the general approach will mean that the Units can serve a broader swath of the community and not just one single employer. Additionally, the amendment will alleviate the Housing Department's burden of monitoring compliance. As mentioned above, the master lease approach has never been used in the Town of Jackson or Teton County. By amending the Housing Mitigation Condition, the Housing Department will be able to monitor compliance consistently with all other workforce housing deed restricted units in the community.

For the foregoing reasons, the Applicant asks that Town Council amend the Housing Mitigation Condition for the West View Townhomes so that the use, occupancy and ownership of the Units is governed by Jackson/Teton County Housing Authority's Special Restrictions for Workforce Rental Housing and Special Restrictions for Workforce Ownership Restrictions, as approved by Town Council.

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



LETTER OF AUTHORIZATION BY OWNER

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

OWNER, CO-OWNER, OR CORPORATE OWNER:

Name: F.S.D. Investments, LLC
Physical Address of Property: 1255 W Highway 22, Jackson, WY 83001
Mailing Address: P.O. Box 9879, Jackson, WY
Zip code: 83002 Phone: _____
Email: _____

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

Name: Fodor Law Office, PC - Stefan Fodor
Mailing Address: PO Box 551, Jackson, WY
Zip code: 83001 Phone: 307-733-2880
Email: stefan@fodorlaw.com

Owner, Co-Owner, or Corporate Owner, ("Owner") which property is specifically described as PIDN 22-41-16-32-1-00-008

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

Under penalty of perjury, the undersigned swears that the foregoing is true and correct, and if signing on behalf of co-owners, multiple owners, corporation, partnership, limited liability company, or other entity, the undersigned hereby swears that this authorization is given, to the full extent required, with the necessary and appropriate approval, which authorizes the undersigned to act on behalf of such entity and/or owners.

OWNER, CO-OWNER, CORPORATE OWNER:

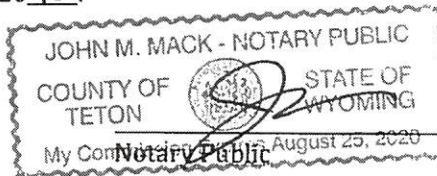
Print Name: Charlie Schwartz
Signature: [Signature]
Title: OWNER FSD LLC

STATE OF Wyoming
COUNTY OF Teton

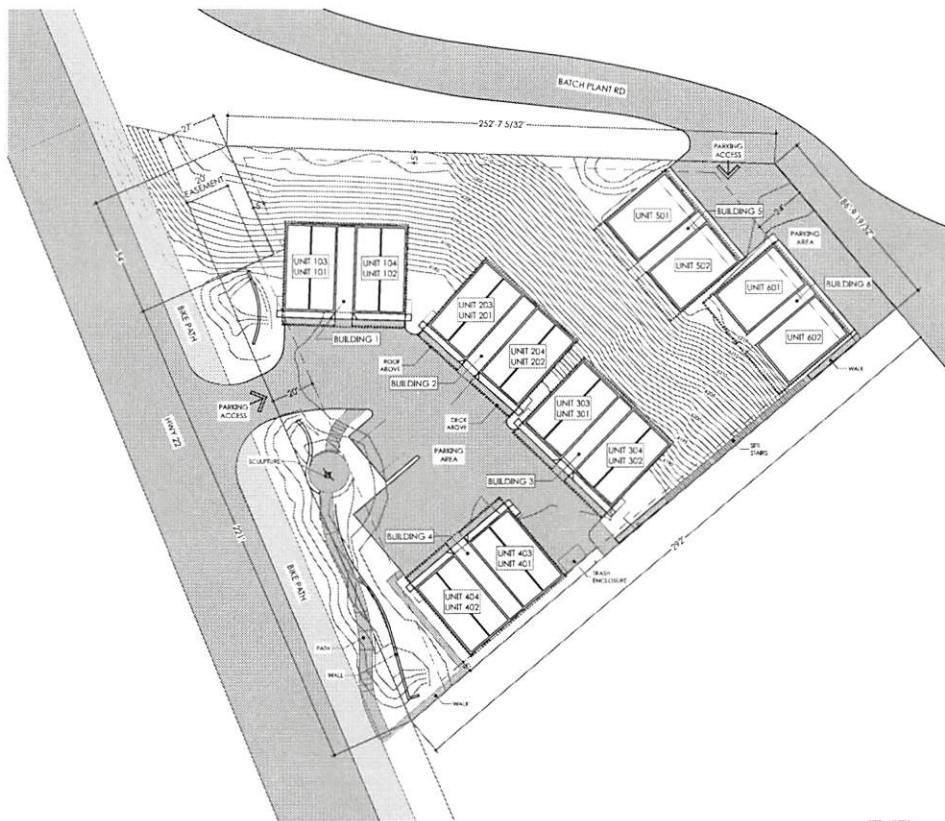
SS.

Subscribed and sworn to before me by Charlie Schwartz this
9th day of November, 2018.

WITNESS my hand and official seal.



My commission expires:
8/25/20



- SEE NOTES:
 1. BUILDINGS 1-4 ARE THE 2BR UNITS & BUILDINGS 5-6 ARE THE 3BR UNITS.
 2. SEE CIVIL DRAWINGS FOR GRADING & UTILITIES.
 3. SEE LANDSCAPE DRAWINGS FOR LANDSCAPE DESIGN.



da

DESIGN ADDENDUM NO. 10, JANUARY 2012
 1255 WEST HWY 22, JACKSON, WY 83201
 201 871 1111



NO.	DATE	DESCRIPTION
1	10/1/11	ISSUED FOR PERMIT
2	10/1/11	ISSUED FOR PERMIT
3	10/1/11	ISSUED FOR PERMIT
4	10/1/11	ISSUED FOR PERMIT
5	10/1/11	ISSUED FOR PERMIT
6	10/1/11	ISSUED FOR PERMIT
7	10/1/11	ISSUED FOR PERMIT
8	10/1/11	ISSUED FOR PERMIT
9	10/1/11	ISSUED FOR PERMIT
10	10/1/11	ISSUED FOR PERMIT

WESTVIEW TOWN HOMES
 1255 WEST HWY 22
 JACKSON, WY

A100

SITE PLAN

AMENDMENT TO DEVELOPMENT PLAN CONDITION APPLICATION

F.S.D. Investments, LLC
1255 W Highway 22, Jackson, WY
(PIDN: 22-41-16-32-1-00-008)

Submitted on: December 5, 2018

Submitted to: Town Council

Applicant: F.S.D. Investments, LLC
P.O. Box 9879
Jackson, WY 83002

Fodor Law Office
Stefan J. Fodor
P.O. Box 551
Jackson, WY 83001

Background:

In connection with the planned development of the West View Townhomes at 1255 West Highway 22, Jackson, WY (the "Property"), the Applicant and the Town of Jackson entered into a Development Agreement (the "Agreement") which is recorded as document #0925305 in the Teton County land records. The purpose of the Agreement is to provide for the construction of on-site and off-site water and sewer infrastructure that will serve the Property. Pursuant to Section 5 of the Agreement, the Applicant was required to furnish the Town with a financial assurance in the amount of \$224,901.67 (the "Surety") to protect the public's interest in the construction of the 16 workforce housing units on the Property. The Surety was to be held by the Town and released, proportionately, as the workforce housing units obtained certificates of occupancy, Section 5, Agreement. If the workforce housing units did not obtain certificates of occupancy by July 15, 2019, the Surety could be forfeited to the Town at its election (the "Date of Forfeiture"), Section 6, Agreement as Amended.

On August 6, 2018, the Town approved an extension to the Development Plan (P16-085) and Condition Use Permit (P16-001) for the West View Townhomes. The extension sets a deadline of August 15, 2019 for obtaining building permits for the development. This date clearly conflicts with the Date of Forfeiture discussed above *since the Applicant has until August 2019 to obtain a building permit but must obtain certificates of Occupancy more than a year earlier in July 2018.* Therefore, the Applicant is seeking an amendment to the Agreement to resolve this conflict.

Section 9 of the Agreement allows for it to be amended or modified upon mutual consent of the parties. Section 6 of the Agreement also provides that the Date of Forfeiture can be amended in a writing signed by both the parties.

Statement of Request:

The Applicant requests that the Town agree to amend the Agreement so that the Date of Forfeiture and requirement to obtain Certificates of Occupancy is changed to August 15, 2021, a date that is exactly two years after the deadline for the Applicant to obtain building permits under the approved Development Plan. It is the Applicant's hope that construction will be completed in slightly less time, but given the complexity of construction and winter conditions, the Applicant feels two years or August 15, 2021 is appropriate.

This request is consistent with the approved Development Plan and Condition Use Permit, as recently extended. Furthermore, the amendment ensures that the Town's interest in getting the workforce housing units constructed at the Property remains protected.

Pending Sale:

Please be aware that the Applicant is under contract to sell the Property, and the corresponding rights to the development, to a third party. Once that sale is complete the Applicant will assign all of its rights and interest in the Agreement to the contract purchaser and the contract purchaser will assume all responsibilities and obligations of Applicant under the Agreement. As part of the assignment, the contract purchaser will substitute a financial assurance in the same amount and form as required by the Agreement and the Applicant requests that the Town accept a substitution of Surety from the Applicant's Surety to the contract purchaser's Surety which will meet all of the requirements of the Development Agreement.

Conclusion:

The current housing requirements for this property have reduced the requirement of restricted housing on a residential project of this size. In the event the Applicant is unable to obtain the above requests, the Town would be entitled to call for the forfeiture of the Surety, but would lose the community benefit of 16 deed restricted units which are of value to the community. For the foregoing reasons, the Applicant asks that Town Council agree to amend the Development Agreement to allow for an extension of the Date of Forfeiture to August 15, 2021.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") dated this 20 day of March, 2017 (the "Effective Date") by and between F.S.D. Investments, LLC, a Wyoming limited liability company whose address is P.O. Box 9879, Jackson, Wyoming 83002 (hereinafter referred to as "Developer") and the Town of Jackson, a municipal corporation of the State of Wyoming (hereinafter referred to as the "Town") provides as follows:

WHEREAS, Developer submitted a Final Development Plan (P16-085) (the "Final Development Plan") and Conditional Use Permit (P16-001) (the "Conditional Use Permit") for Westview Town Homes, which were approved each with certain conditions of the Town Council on October 17, 2016, for the property located at 1255 West Highway 22 Jackson, WY (PIDN 22-41-16-32-1-00-008), the subdivision of which will be known as the Westview Town Homes Addition to the Town of Jackson (the "Subdivision"); and

WHEREAS, Condition 5 of the approved Final Development Plan provides that prior to issuance of any development permits for the site or associated infrastructure, the applicant shall enter into a Development Agreement to provide water and sewer based upon Option #2 of the staff report presented at the October 17, 2016 Town Council meeting and such Development Agreement shall articulate the particulars of the water and sewer connection and use fees therein; and

WHEREAS, Condition 6 of the approved Final Development Plan provides that the Developer shall bond for the estimated costs of the New Off-Site Infrastructure (as defined below) to protect the public's interest of ensuring that at least sixteen (16) Workforce Rental Housing Units (as defined below) will be constructed after the Town incurs upfront off-site water and sewer infrastructure expenses; and

WHEREAS, the Town of Jackson and Developer desire to enter into this Agreement to memorialize their agreement regarding the construction of all on-site and off-site infrastructure required for the Subdivision, the title to such infrastructure, the cost of such infrastructure, the timeline and bonding requirements for the construction of such infrastructure and the water and sewer connection and use fees.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, paid by each of the said parties to the other, Developer on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. DEVELOPER TO COMPLY

Developer shall comply with all improvement requirements contained in Sec. 8.2.11 of the Town of Jackson Land Development Regulations (pertaining to Performance Bonds and Guarantees), the Final Development Plan approved by the Town Council on October 17, 2016 and subdivision improvement plans and specifications retained on file in the offices of the Town Engineer and the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this Subdivision.

Development Agreement
Westview Town Homes
Page 1 of 9

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The Developer is obligated to design, construct, and obtain certificates of occupancy for at least sixteen (16) workforce rental housing units as approved in the Final Development Plan (the "Workforce Housing Rental Units").

2. DEVELOPMENT PLAN REQUIREMENTS INCORPORATED

The requirements of the Town Council, as set forth in its approval of the Sketch Plan, Final Development Plan and Conditional Use Permit are hereby incorporated herein by reference as though fully set forth herein. Development and use of all land within the Subdivision is limited to that conveyed by the Land Development Regulations of the Town of Jackson, as they may be amended from time to time.

3. INFRASTRUCTURE

A. CONSTRUCTION STANDARDS

- a. The New Off-Site Infrastructure as set forth below shall be constructed in compliance with current Town of Jackson Construction Standards, the Wyoming Department of Environmental Quality (DEQ) Rules and Regulations, Wyoming Public Works Standards and Specifications, and the approved plans and specifications as of the date of this Agreement (collectively, the "WY 22 Construction Standards"). If construction is not completed according to the schedule set forth in Article 6 below, the WY 22 Construction Standards may be revised at the discretion of the Town Engineer.

B. OFF-SITE INFRASTRUCTURE

- a. New Water Infrastructure. Generally described as approximately 850 linear feet of 12-inch and 8-inch diameter ductile iron water main and appurtenances (the "New Water Infrastructure").
 - i. Design: The Town will contract the engineering, designing, and bidding for the New Water Infrastructure.
 - ii. Construction: The Town will contract the construction of the New Water Infrastructure.
 - iii. Cost: At this time, the proposed contract for the costs of said work is \$148,523.33 (the "New Water Costs") that shall be shared according to the following:
 1. The Developer's estimated cost share of the New Water Costs are:
 - a. New connection to main: \$500
 - b. New Fire Hydrant: \$5200
 - c. New 8-inch Isolation Valve: \$1265
 - d. TOTAL: \$6,965
 - e. The Developer's costs are for appurtenances that were required as part of the Subdivision's Final Development Plan but that will be constructed by the Town as part of the Town's Wyoming 22 Infrastructure Improvements Project (Town Project 17-21).
 - f. For the purposes of this agreement the original estimate of \$6500 will be used for the Developer's cost share of the New Water Costs.
 2. The Town's cost share of the New Water Costs is the remainder:
 - a. TOTAL: \$142,023.33
 3. Schedule: As set forth in Article 6 of this agreement.

- b. New Sewer Infrastructure. Generally described as approximately 850 linear feet of 10-inch diameter PVC sewer main, with manholes, and appurtenances (the "New Sewer Infrastructure").
 - i. Design: The Town will contract the engineering, designing, and bidding for the New Sewer Infrastructure.
 - ii. Construction: The Town will contract the construction of the New Sewer Infrastructure.
 - iii. Cost: At this time, the proposed contract for the costs of said work is \$132,878.33 (the "New Sewer Costs").
 - 1. The Developer's cost share of the New Sewer Costs is:
 - a. TOTAL: \$50,000
 - b. Said funds shall be used to fund New Sewer Infrastructure.
 - 2. The Town's cost share of the New Sewer Costs is the remainder:
 - a. TOTAL: \$82,878.33
 - iv. Schedule: As set forth in Article 6 of this Agreement.

C. SUMMARY

- a. The New Water Infrastructure and New Sewer Infrastructure shall be collectively known as, the "New Off-Site Infrastructure".
- b. The New Water Costs and New Sewer Costs shall be collectively known as, (the "New Off-Site Costs"), for the total contract amount of \$281,401.66. The Town will be solely responsible for any cost overruns that exceed this estimate for the New Off-Site Costs, even after they become the Contract Off-Site Costs (as defined below).
- c. In the event that the Town constructs all or any portion of the New Off-Site Infrastructure to completion and the Developer does not complete their Workforce Rental Housing Units obligation as set forth in this Agreement, the Developer shall reimburse the Town for their entire New Off-Site Costs.

D. TOWN WATER AND SEWER FEES AND COSTS

- a. The Town shall assess and the Developer shall pay the Town for capacity fees and water meter costs at the time of building permit approval. Wastewater rates will also be determined at said time.

E. OWNERSHIP OF NEW OFF-SITE INFRASTRUCTURE

- a. The Town shall own the New Off-Site Infrastructure and shall indemnify and hold Developer harmless for all costs (except as specifically provided herein as a Developer obligation), damages, design defects, and injuries incurred in the construction of the New Off-Site Infrastructure. The Town shall be solely responsible for the maintenance, repair and replacement of the New Off-Site Infrastructure.

4. COST OF IMPROVEMENTS

The proposed New Off-Site Costs at this time are those as set forth in Article 3 of this Agreement. The Town and Developer mutually agree to these costs. At such time that actual construction costs are known, which shall be the contract price to construct the water and sewer portion of Town Project 17-21, the Town and Developer shall review said costs and, subject to the limitation on Developer's obligation for cost sharing as set forth above, the awarded contract price shall become the "Contract Off-Site Costs". During the course of construction said costs may be adjusted by written Change Order in accordance with the construction contract.

5. FINANCIAL ASSURANCE

To protect the public's interest in the Workforce Housing Rental Units being constructed within the Subdivision, prior to the Town incurring upfront infrastructure expenses for the construction of the New Off-Site Infrastructure, the Developer hereby agrees to deposit with the Town, prior to the date specified on the schedule herein, an irrevocable letter of credit, or performance and payment bond, or funds in escrow, or other equivalent financial assurance or commitment approved by the Town Council. Such financial assurance shall be delivered by the Developer in the following forms and amounts 1) a cash or cash equivalent payment for Developer's share of the Contract Off-Site Costs in the amount of \$56,500; and financial assurance in the amount of the New Off-Site Costs (\$281,401.66) less \$56,500, for a total of \$224,901.67 (the "New Off-Site Infrastructure Financial Assurance").

The New Off-Site Infrastructure Financial Assurance amount shall be released as units of the Workforce Housing Rental Units are issued certificates of occupancy, as reasonably approved for release by the Town Engineer, and as provided in Section 8.2.11 of the Land Development Regulations of the Town. The New Off-Site Infrastructure Financial Assurance shall be released at a rate of one sixteenth (1/16th) of the value of the New Off-Site Infrastructure Financial Assurance for each certificate of occupancy issued.

In the event that the Town does not award Town Project 17-21 for construction, the New Off-Site Infrastructure Financial Assurance shall be returned to the Developer within sixty (60) days of the bid opening.

Assuming the Town makes an award of the project after the bid opening, the New Off-Site Infrastructure Financial Assurance shall remain in effect until the earlier to occur of the following: (a) the Developer satisfies its obligation to provide the Workforce Rental Housing Units, in which case the New Off-Site Infrastructure Financial Assurance shall be returned to the Developer within thirty (30) days of the Developer's written request to release the financial assurance, (b) the Developer secures new financial assurance for the construction of the Work Force Rental Housing Units approved by the Town, in which case the New Off-Site Infrastructure Financial Assurance shall be returned to the Developer within thirty (30) days of such replacement, or (c) the New Off-Site Infrastructure Financial Assurance is forfeited to the Town following the Date of Forfeiture as defined below and shown on the schedule herein.

To protect the public's interest for incurring upfront infrastructure expenses for the construction of the New Off-site Infrastructure and to ensure that the Workforce Housing Rental Units are completed in a timely manner, the Date of Forfeiture shall be as shown on the schedule herein.

The Developer hereby agrees to surrender the New Off-Site Infrastructure Financial Assurance to the Town or receive written approval for a new form of financial assurance from the Town Engineer within thirty (30) days after the Date of Forfeiture. In the event of surrender of said assurance, the funds shall reimburse the Town for its costs and be paid into the appropriate funds.

Additional financial assurance for the Developer's on-site improvements shall be required to comply with all improvement requirements contained in Sec. 7.2.2 of the Town of Jackson Land Development Regulations (pertaining to Standards Applicable to all Subdivisions) as defined by the Subdivision Improvement Agreement for this Subdivision.

**Development Agreement
Westview Town Homes
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6. SCHEDULE

The Town and Developer agree to complete their obligations set forth in this Agreement in accordance with the following schedule:

ITEM	DESCRIPTION	DUE DATE
1	Town Project 17-21 (WY 22 Improvements) Bid Opening	March 15, 2017 at 2:00 PM
2	Developer shall have the New Off-Site Infrastructure Financial Assurance delivered and approved by the Town	As soon as possible but no later than April 15, 2017.
3	Town Project 17-21 shall be ready for final payment	July 15, 2017
4	Developer shall pay Town capacity fees and meter costs	Coincident with Building Permit Fees
5	New Off-site Infrastructure Financial Assurance shall be fully released to Developer ("Date of Forfeiture").	July 15, 2018

Dates set forth herein may be amended in writing and signed by both parties in accordance with this Agreement.

7. DEVELOPMENT COORDINATION

Unless specifically provided in this Agreement to the contrary, the contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the improvements required herein.

The contact person representing the Developer shall be Eric Grove, the Manager of Developer (title) 307-413-4088 (cell phone number) who shall have general responsibility for coordinating development of the improvements required herein.

8. NOTICES

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the party to whom notice is to be given; (ii) on the second day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (iii) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

Town:

Town of Jackson
Attn: Town Engineer
P.O. Box 1687
Jackson WY 83001

Developer:

F.S.D. Investments, LLC
Attn: Eric Grove
P.O. Box 9879
Jackson WY 83002

Any party may change its address for the purpose of this Section by giving the other party written notice of its new address in the manner set forth above.

Development Agreement
Westview Town Homes
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9. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS

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 by both parties 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.

10. TITLE AND AUTHORITY

Developer 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.

11. 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.

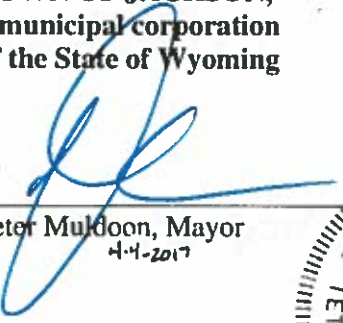
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**Development Agreement
Westview Town Homes
Page 6 of 9**

FINAL 2017 0322

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

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


Peter Muldoon, Mayor
4-4-2017


Sandra P. Birdyshaw, Town Clerk



APPROVED AS TO FORM:


Audrey Cohen-Davis, Town Attorney

APPROVED AS TO CONTENT:


Brian Lenz, Town Engineer


Tyler Sinclair, Planning Director

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Peter Muldoon as Mayor of the Town of Jackson this 4 day of April, 2017.

Witness my hand and official seal.




Notary Public

My commission Expires: 5.2.20

Development Agreement
Westview Town Homes
Page 7 of 9

FINAL 2017 0322

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Sandra P. Birdyshaw as Town Clerk of the Town of Jackson this 4 day of April, 2017.

Witness my hand and official seal.



Shellie M Arellano
Notary Public

My commission Expires: 5.2.20

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Audrey Cohen-Davis as Town Attorney of the Town of Jackson this 23 day of March, 2017.

Witness my



Sandra P Birdyshaw
Notary Public

My commission Expires: 12-17-2017

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Brian Lenz as Town Engineer of the Town of Jackson this 23 day of March, 2017.

Witness my hand and official seal.



Shellie M Arellano
Notary Public

My commission Expires: 5.2.20

5.2.20

Development Agreement
Westview Town Homes
Page 8 of 9

FINAL 2017 0322

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Tyler Sinclair as Planning Director of the Town of Jackson this 23 day of March, 2017.

Witness my hand and official seal.



S. Birdyshaw
Notary Public

My commission Expires: 12-17-2017

F.S.D. Investments, LLC,
a Wyoming limited liability company

By: [Signature]
Name: ERIC STANES GROVE
Title: Owner

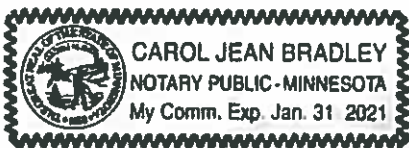
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Eric Grove, as the owner of F.S.D. Investments, LLC, this 28 day of March, 2017.

Witness my hand and official seal.

[Signature]
Notary Public

My commission Expires: 1-31-2021



First Interstate Bank
CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$224,901.67	04-13-2017	08-15-2019	4785006920 M1	0041	0047010197-01	47024	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: F. S. D. Investments LLC
 PO BOX 9879
 Jackson, WY 83002-9879

Lender: First Interstate Bank
 Jackson Main Branch
 842 West Broadway
 P. O. Box 11085
 Jackson, WY 83002-1095

Principal Amount: \$224,901.67 **Interest Rate:** 6.000% **Date of Agreement:** June 12, 2018

DESCRIPTION OF EXISTING INDEBTEDNESS. This is a modification of Promissory Note #4785006920 dated April 13, 2017 from Borrower to Lender in the original Maximum Credit amount of \$224,901.67, upon which there remains a principal balance owing, as of the Date of Agreement, of \$0.00.

DESCRIPTION OF COLLATERAL. Assignment of Deposit Account No. 101244622 dated April 13, 2017, all the terms and conditions of which are hereby incorporated and made a part of this Change in Terms Agreement.

DESCRIPTION OF CHANGE IN TERMS. This change in terms agreement is to extend the maturity date of Letter of Credit 4785001234 from August 15, 2018 to August 15, 2019.

The loan's original payment schedule is hereby modified/revised by this Change in Terms Agreement, to include all principal and all accrued interest not yet paid, as described in the "Payment" paragraph below.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on August 15, 2019. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning June 27, 2018, with all subsequent interest payments to be due on the same day of each month after that.

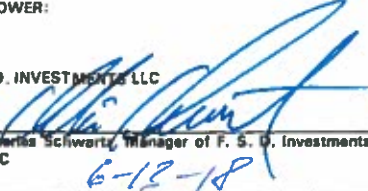
INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

F. S. D. INVESTMENTS LLC

By: 
 Charles Schwartz, Manager of F. S. D. Investments LLC
 6-12-18

By: 
 Eric Grove, Manager of F. S. D. Investments LLC

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FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the “First Amendment”) dated this ____ day of _____, 2018 (the “Effective Date”) by and between F.S.D. Investments, LLC, a Wyoming limited liability company whose address is P.O. Box 9879, Jackson, Wyoming 83002 (hereinafter referred to as “Developer”) and the Town of Jackson, a municipal corporation of the State of Wyoming (hereinafter referred to as the “Town”) provides as follows:

WHEREAS, Developer submitted a Final Development Plan (P16-085) (the “Final Development Plan”) and Conditional Use Permit (P16-001) (the “Conditional Use Permit”) for Westview Town Homes, which were approved each with certain conditions of the Town Council on October 17, 2016, for the property **located at 1255 West Highway 22 Jackson, WY (PIDN 22-41-16-32-1-00-008)**, the subdivision of which will be known as the Westview Town Homes Addition to the Town of Jackson (the “Subdivision”); and

WHEREAS, Condition 5 of the approved Final Development Plan (P16-085) provides that prior to issuance of any development permits for the site or associated infrastructure, the applicant shall enter into a Development Agreement to provide water and sewer based upon Option #2 of the staff report presented at the October 17, 2016 Town Council meeting and such Development Agreement shall articulate the particulars of the water and sewer connection and use fees therein; and

WHEREAS, Condition 6 of the approved Final Development Plan (P16-085) provides that the Developer shall bond for the estimated costs of the New Off-Site Infrastructure (as defined below) to protect the public’s interest of ensuring that at least sixteen (16) Workforce Rental Housing Units (as defined below) will be constructed after the Town incurs upfront off-site water and sewer infrastructure expenses; and

WHEREAS, the parties entered into a Development Agreement on March 20, 2017, recorded as Doc 0925305, Book 943 pg 474-484 in the Teton County Clerk’s Office, to memorialize their agreement regarding the construction of offsite water and sewer infrastructure required for the Subdivision, the title to such infrastructure, the cost of such infrastructure, the timeline and bonding requirements for the construction of such infrastructure and the water and sewer connection and use fees (“Development Agreement”);

WHEREAS, the Town of Jackson completed the design and construction and paid its cost share of the New Offsite Infrastructure in 2017; and

WHEREAS, as also set forth in the Development Agreement, the Developer paid its cost share (\$56,500) of the New Offsite Infrastructure in 2017 and provided the New Offsite Financial Assurance in the form of First Interstate Bank Irrevocable Letter of Credit 4785001234 (\$224,901.66) expiring on August 15, 2018, which was extended on June 12, 2018 to a maturity date of August 15, 2019; and

WHEREAS, on August 6, 2018 the Town Council approved an amendment to the Final Development Plan to extend the Development Plan deadline to August 15, 2019; and

WHEREAS, Conditional Use Permit (P16-001) (the “Conditional Use Permit”) for Westview Town Homes expired as a Building Permit was not submitted and approved within the one-year timeframe provided by the Land Development Regulations; and

WHEREAS, Developer submitted a new Conditional Use Permit (P18-135) (the “Conditional Use Permit”) for Westview Town Homes, which was approved with certain conditions of the Town Council on August 6, 2018; and

WHEREAS, the Town of Jackson and Developer desire to memorialize this First Amendment Agreement to update Section 6, Schedule as set forth herein.

NOW, THEREFORE, IT IS HEREBY AGREED in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The Town and Developer on its own behalf or any successor in interest or assign, hereby agree to amend the Development Agreement as follows:

1. Section 6, SCHEDULE is hereby replaced in its entirety by the following:

The Town and Developer agree to complete their obligations set forth in this Agreement in accordance with the following schedule:

ITEM	DESCRIPTION	DUE DATE
1	Town Project 17-21 (WY 22 Improvements) Bid Opening	COMPLETE
2	Developer shall have the New Off-Site Infrastructure Financial Assurance delivered and approved by the Town	COMPLETE
3	Town Project 17-21 shall be ready for final payment	COMPLETE
4	Developer shall pay Town capacity fees and meter costs	Coincident with Building Permit Fees
5	New Off-site Infrastructure Financial Assurance shall be fully released to Developer (“Date of Forfeiture”).	

Dates set forth herein may be amended in writing and signed by both parties in accordance with this Agreement.

2. In the event of a conflict between the terms and conditions of this First Amendment and the Development Agreement, the terms and conditions of this First Amendment shall prevail. Except as amended herein, the terms and conditions of the Development Agreement shall remain in full force and effect.

Remainder of this page intentionally blank

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Development Agreement to be effective as of the Effective Date.

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

APPROVED AS TO FORM:

Peter Muldoon, Mayor

Audrey Cohen-Davis, Town Attorney

APPROVED AS TO CONTENT:

Sandra P. Birdyshaw, Town Clerk

Brian Lenz, Town Engineer

Tyler Sinclair, Planning Director

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Peter Muldoon as Mayor of the Town of Jackson this ____ day of _____, 2018.

Witness my hand and official seal.

Notary Public

My commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Sandra P. Birdyshaw as Town Clerk of the Town of Jackson this ____ day of _____, 2018.

Witness my hand and official seal.

Notary Public

My commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Audrey Cohen-Davis as Town Attorney of the Town of Jackson this ____ day of _____, 2018.

Witness my hand and official seal.

Notary Public

My commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Brian Lenz as Town Engineer of the Town of Jackson this ____ day of _____, 2018.

Witness my hand and official seal.

Notary Public

My commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Tyler Sinclair as Planning Director of the Town of Jackson this ____ day of _____, 2018.

Witness my hand and official seal.

Notary Public

My commission Expires:

**F.S.D. Investments, LLC,
a Wyoming limited liability company**

By: _____

Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as the _____ of F.S.D. Investments, LLC, this ____ day of _____, 2018.

Witness my hand and official seal.

Notary Public

My commission Expires:



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: AUGUST 2, 2018
MEETING DATE: AUGUST 6, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER VALENTINE

SUBJECT: **ITEMS P18-095, P18-135 & P18-136:** REQUEST FOR AMENDMENT OF DEVELOPMENT PLAN, AMENDMENT TO DEVELOPMENT AGREEMENT & APPROVAL OF A HILLSIDE CONDITIONAL USE PERMIT (CUP) FOR THE WESTVIEW TOWNHOMES ADDRESSED AT 1255 WEST HIGHWAY 22.

APPLICANT/OWNER: F.S.D. INVESTMENTS LLC, ERIC GROVE & CHARLIE SCHWARTZ

PURPOSE/REQUESTED ACTION

The applicant is requesting approval of the following items for the property addressed at 1255 West Highway 22:

- Amendment of Development Plan: Applicant seeks approval to amend the previously approved Development Plan for the Westview Townhomes PUD. Specifically the applicant is requesting approval to extend the Development Plan one year from the April 17, 2018 deadline.
- Amendment to Development Agreement: Applicant seeks approval to amend, as needed, the previously approved Development Agreement between the Town and F.S.D. Investments related to the 16 deed-restricted units and off-site utility infrastructure.
- Hillside CUP: Applicant seeks approval of a Hillside CUP because the original Hillside CUP (P16-001) expired on October 17, 2017. The exact same information that was previously approved has been re-submitted with no changes to physical development.

APPLICABLE REGULATIONS

Section 8.3.2 Development Plan
Section 8.4.2 Conditional Use Permit
Section 5.4.1 Steep Slopes

LOCATION

The property is located at 1255 West Highway 22, legally described as PT SW1/4NE1/4, Section 32, Township 41, Range 116. An aerial photo and zoning map are shown below:



BACKGROUND

The Town Council approved Planning Item P16-001, a Hillside Conditional Use Permit (CUP) for the Westview Townhomes project to develop 20 residential units at 1255 West Highway 22 on October 17, 2016. The Hillside CUP was required to develop on a lot with average cross-slopes greater than 10%. The Land Development Regulations (LDRs) state that a CUP shall expire within 12 months of Town Council approval unless a building permit for the entire development is issued or an alternate expiration is set through the approval of the CUP. Because no permits for the project have been issued and no alternative expiration was set with the CUP approval, the CUP expired on October 17, 2017.

The Town Council also approved Planning Item P16-085, a Development Plan for the Westview Townhomes project to develop 20 residential units at 1255 West Highway 22 on October 17, 2016. The LDRs state that a Development Plan shall expire within 18 months of Town Council approval unless a building permit for the entire development is issued or an alternate expiration is set through the approval of the Development Plan. Several related building permit applications were submitted in April 2017, however no building permits were issued due to department review corrections that were never addressed. Since no activity, such as re-submittal of plans, has taken place in the last 180 days, all building permit applications for the subject lot have expired. As a result, the Development Plan for Westview Townhomes has technically expired as of April 17, 2018. However since the applicant received a sufficient Development Plan amendment request prior to the deadline, the Development Plan is on hold until Town Council decides on the matter. If Town Council does not approve a time extension, the Development Plan will be considered expired which affects all other Planning items attached to this application.

Finally, the Town Council approved Planning Item P16-104, a Development Agreement (attached) on March 20, 2017 for off-site infrastructure improvements which involved bringing new water and sewer lines to the subject property in exchange for building & deed-restricting 16 of the 20 units. In summary, the total cost for the off-site improvements came to \$281,401.66. The applicant was responsible for providing a \$56,500 non-refundable cash contribution in addition to providing a letter of credit (attached) for \$224,901.67. This agreement was done in the event that if the units were not constructed, the Town could call on the letter of credit (LOC) and be reimbursed for 100% of the cost for the improvements. As staff understands it, because the Development Plan expiration date has passed the Town may call the LOC at any time. The LOC was set to expire 8-15-2018 but the applicant extended the LOC to 8-15-2019 (attached).

Project Description

Item A (P18-095) - Amendment to Development Plan: The applicant has stated that over the past 18 months they have had several potential buyers and developers interested in the project but have yet to find one who will purchase the project. Additional time is being requested because the applicant wishes to build this project after significant investment of time and resources. No changes to physical development are proposed with this request. As stated in the applicant's letter, the Development Plan for Westview Townhomes expired as of April 17, 2018 and the applicant seeks to extend the deadline by one year.

Item B (P18-135) - Hillside CUP: As for the justification for the Development Plan amendment, the applicant has yet to secure a buyer or developer who will purchase and develop the project. Since the original Hillside CUP expired, the applicant is seeking a new Hillside CUP and has re-submitted the same documents that were submitted and approved with the first CUP. No changes to physical development are proposed with this request.

Item C (P18-136) - Amendment to Development Agreement: The approved Development Agreement, summarized above under Background/Alternatives, was a result of negotiations between the Town and property owner that laid out responsibilities required of both parties. Staff required the applicant to apply to

amend the agreement as necessary because the agreement references old dates, an expired CUP and may require additional changes to satisfy the Town Council.

Staff Analysis

Amendment to Development Plan & Development Agreement

From 1994 until December 31, 2014, the expiration date for Development Plans, and CUPs, was three years. Effective January 1, 2015 the expiration was reduced for both permit types; 18 months for Development Plans and 1 year for CUPs. The purpose of having a deadline for a Development Plan is to allow time for the applicant to finalize construction plans after Council approval, but to also limit the time frame so that Planning approved projects are not lingering for a substantial period of time. In this case the applicant was not able to successfully submit a building permit within the allowed timeframe and Council now has discretion whether to allow the applicant additional time to develop the project or let the project expire. Below, three options for Council consideration, one in favor of expiring the project and staff has provided two in favor of extending it. If the Council favors extending the project out by one year, the Development Agreement would be amended to reflect any necessary changes such as dates, project reference etc. Also, Council has the ability to modify the terms of Development Agreement as seen fit.

The Town spent a considerable amount of time on the Westview Townhomes project which first began in September 2015. Within this time frame, the Town was amendable to accepting a unique housing mitigation plan in exchange for off-site improvements, (i.e. water and sewer) as agreed to in the Development Agreement. The expectation of both parties, regardless of circumstances, was made clear in the agreement. At this time the Town has fulfilled its end of the agreement by completing all off-site improvements, unfortunately the applicant has not by failing to submit a successful building permit within the allowed timeframe. The justification for not fulfilling their side of the agreement is the failure to secure a buyer and/or developer. The applicant continues to seek additional time because their original intent to provide workforce housing has not changed.

Staff's provides the following options for Town Council:

1. Deny the request to Amend the Development Plan:
This option will have the effect to expire the Development Plan allowing the Town to call on the LOC and be reimbursed for the remaining off-site infrastructure costs as defined in the Development Agreement. By default the Development Agreement would be void and the request for a new Hillside CUP would be withdrawn as it would serve no purpose without the Development Plan.
2. Approve the request to Amend the Development Plan to allow an extension & call on the LOC:
This option would extend the Development Plan to August 15, 2019 allowing the applicant to build the deed restricted units but the Town would call on the LOC and be reimbursed for the remaining off-site infrastructure costs as defined in the Development Agreement. The Development Agreement would be amended as needed. The Hillside CUP would also be approved with an expiration date consistent with the Development Plan.
3. Approve the request to Amend the Development Plan to allow an extension & do not call on the LOC:
This option would extend the Development Plan to August 15, 2019 allowing the applicant the opportunity to build the deed restricted units and the Town would not call on the LOC unless the applicant did not follow through within the new expiration date. The Development Agreement would be amended as needed. The Hillside CUP would also be approved with an expiration date consistent with the Development Plan.

Although staff has concerns about granting extensions, especially when obligations were not upheld, staff is of the opinion that it would benefit the Town more to have this project succeed rather than expire. Staff is supportive of Option #3 which grants a time extension for one year, which would extend the project to August 15, 2019, for the following reasons:

- 1) When the Town negotiated the Development Agreement we ensured that if the 16 deed-restricted units were never built, the applicant would be responsible to pay the remaining off-site water and sewer improvement costs (\$224,901.67). This would be accomplished by the Town calling on the LOC. In other words, if the units never get built, the Town will be reimbursed 100% for the improvements.
- 2) Since the proposed housing requirements set to be adopted on July 18th (date subject to change) will require far less restricted housing on a residential project of similar size, it would seem beneficial to allow time for this project to get built. Under the proposed housing requirements, a project of this exact size (i.e. number of units, bedrooms, square footage) would carry a 0.771 unit requirement which automatically qualifies for a fee-in-lieu. Also, if the Council grants an extension and the project expires again, the Town still reserves the right to call on the LOC. Considering how the Development Agreement was written and how the Town secured the funds for 100% of the off-site improvements, staff finds that granting an extension is a means to obtaining 16 deed restricted units which are of value to the community.

A final comment relating to this request is that Council could grant the extension, and require payment for all the infrastructure immediately. The Council has this option since the Development Agreement allows for this option and is being considered for extension and amendment by Council. If the Council chooses to do so, the Development Agreement would need to be amended to reflect such changes.

Hillside Conditional Use Permit (CUP) & Steep Slopes

No new information has been provided other than what was previously submitted with the original CUP. Staff remains supportive of this request because none of the information or LDRs have changed. Staff would like to note that if the Council does not extend the Development Plan, this CUP will be of no effect on its own and the Council should deny the CUP based on an inability to make Finding #8 below related to consistency with past approvals. Below is the analysis taken from the previous approved CUP staff report:

Steep Slopes: Section 5.4.1. Steep Slopes of the LDRs prohibits the physical development of *natural* slopes greater than 25%. It states that *manmade* slopes in excess of 25% may be developed, provided the final grade otherwise complies with our grading and other standards. Thus, because the primary slope on the site is approximately 30%, it needs to be determined whether this slope is manmade. According to the geotechnical report submitted by the applicant, the slope in question is nearly all the product of human activity, most likely fill pushed down the hillside to create the upper building pad. The bulk of this work was done in the 1950s and 1960s. Aerial photographs on the Town GIS system seem to verify this conclusion. Even so, it is staff's position that the exception for manmade slopes only applies where the original, natural slope was less than 25% (i.e., if the original, natural slope was more than 25% then it should not become "developable" simply because it was manipulated into an even steeper slope). Staff asked the applicant to provide a reasonable estimate of the grade of the natural slope before it was developed. The applicant provided an analysis using available data to conclude that the original natural slope was 24%. Obviously, this is very close to the 25% threshold, but staff finds the analysis credible and accepts it. The result is that the applicant is not required to get a variance or administrative adjustment to allow, for example, some of the lower buildings to be built into the hillside.

Hillside CUP: Under Sec. 5.4.1.D Standards for Hillside Areas, any lot of record with an average cross-slope of 10% requires a Hillside CUP to allow any terrain disturbance, even if the proposed development would not disturb any slope of greater than 10%. Single-family detached homes are exempted. The applicant's site requires a Hillside CUP for development.

The following standards and criteria are required to be met for approval of Hillside CUP:

1. *The amount of terrain disturbance related to the otherwise allowable or conditioned uses for the property and the proposed mitigation efforts;*

The primary terrain disturbance associated with the project is related to the decision to build some of the lower buildings into the hillside up to about 25 feet. The upper units are located on relatively flat ground and, compared to the Sketch Plan, the units disturb less of the hillside and have been shifted several feet toward the rear property line. While the applicant could certainly reduce the amount of land disturbance by moving the units closer to the road and/or reducing the number of units, staff finds that the amount of proposed land disturbance does not appear to be excessive based on the preliminary slope stability study that indicates that any negative impacts should be able to be mitigated through proper building and site design. The fact that the proposed buildings are embedded into the hillside and will act to support the hillside (rather than leaving an exposed and unsupported slope), will likely help maintain the long-term integrity of the slope. Furthermore, any site disturbance will need to meet all of the grading requirements to the satisfaction of the Town Engineer. Finally, as noted below in more detail, staff finds that based on the final slope analysis provided in the geotechnical report, that the amount of soil disturbance does not create any potential hazards provided the recommended construction methods are followed according to the report.

2. *Retention or replacement of native, existing vegetation consistent with any proposed lawful use of the property;*

Because the vast majority of slope is a manmade fill slope, the vegetation on the slope is largely disturbed and compromised, with little native grassland vegetation. Only a small area of native xeric shrub exists on the upper level. Given these conditions, the amount of vegetation proposed to be impacted will be consistent with any proposed lawful use of the property as conditioned by staff.

3. *Mitigation measures for mitigating impacts on wildlife or crucial winter range; and*

The applicant has provided an environmental report from Biota Research and Consulting that analyses the potential impacts to wildlife from the proposed project. The report states that the project site is located within mapped crucial winter range for mule deer but that there have not been any direct observations of deer on the site from field surveys. However, deer tracks in the snow were observed by the consultant on a recent site visit. It appears then that the site is mostly used as a movement corridor for deer to travel to other locations. The site is not crucial winter range for elk or moose. The report concludes that because the site has little forage suitable for deer, is used by deer mostly as an infrequent movement corridor, and that the proposed project is confined mostly to previously disturbed areas, that "no negative impacts to mule deer, their crucial habitat, or crucial movement corridors are expected to result from the proposed action." Staff finds that the project is consistent with this Hillside CUP standard.

4. *Mitigation measures for avoiding or minimizing visual impacts, subsurface, and any other natural hazards associated with hillside development.*

Visual analysis: The applicant has provided a visual analysis of the proposed development. On the lower level, the units will be set into the base of the hillside in a manner that the rising hillside behind them will help minimize their perceived mass. For the upper units, while they will be elevated approximately 35' above the lower building pad, they do not skyline and will have the large hillside behind them as a backdrop to minimize their perceived mass. Also, because the lower units are proposed to be approximately 35' in height, it appears that the first story of the upper units may be largely blocked by the lower units as viewed from the street, further reducing the visual impact of the upper units. In addition, proposed landscaping along the landscape berm and on the hillside will help to soften the visual impacts of the proposed buildings.

Geotechnical study: Jorgensen Associates provided a final geotechnical and slope stability analysis of the proposed site. Prior to commencing the site-specific testing, the applicant met with Landslide Technology to ensure the methodology and scope of work was sufficient in its approach and thoroughness. The study provided site-specific data estimating the likely slope stability, seismic, and other associated risks of developing the applicant's property. The study's conclusion is that the slopes do not present any 'red flags' or obviously high risks to developing the site. In addition, no landslide conditions were evident. Jorgensen Associates has since reviewed the third-party comments and provided a response to the Town resulting in an addendum to the original report to fix any needed changes/recommendations. The response from Jorgensen (attached) was reviewed by the Town of Jackson Engineering Department who further provided a written confirmation of their satisfaction and comfort with the level of detail and proposed addendum.

Staff finds that the project, as conditioned by staff, is consistent with this Hillside CUP standards for visual and geotechnical impacts for Development Plan.

Planning Commission

These items were presented to the Planning Commission on July 5, 2018 and the Commission unanimously recommended approval to Town Council. Since the original request was to extend the project one year from the April 17, 2018 deadline to April 17, 2019, the Planning Commission recommended that the deadline be moved to a date closer to when the Town Council which vote on the matter, thus adding the following change which is reflected in staff recommendation and the motions:

1. The deadline for the Development Plan should be changed to August 15, 2019.

Staff Findings

Item A: Development Plan. Pursuant to Section 8.3.2.C Findings for a Development Plan, the following finding shall be made for the approval of a Development Plan.

****Since the proposed request does not affect the physical development in any way, all of the below findings have been carried forward from the original Development Plan.***

1. *The proposed project is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

Complies. The proposed application is located in Character District #4 Midtown, specifically Sub-area 4.2 Northern Hillside of the 2012 Comprehensive Plan. In order to review the application for conformance with the Comprehensive Plan, staff has reviewed the Policy Objectives for District 4 as follows:

Common Value 1: Ecosystem Stewardship

Policy 1.1.c: Design for wildlife permeability

Complies. The above finding for wildlife permeability has already been made with the previously approved Development and this request does not impact the design or mitigation measures.

Common Value 2: Growth Management

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

Complies. Staff finds that this request is not related to housing types thus the above finding has already been made with the previously approved Development Plan.

Policy 4.1.d: Maintain Jackson as the economic center of the region

Complies. Not applicable.

Policy 4.2.c: Create vibrant walkable mixed use subareas

Complies. Staff finds that this request is not related to walkability thus the above finding has already been made with the previously approved Development Plan.

Policy 4.3.a: Preserve and enhance stable areas

Complies. Not applicable.

Policy 4.3.b: Create and develop transitional areas

Complies. Staff finds that this request is not related to additional development thus the above finding has already been made with the previously approved Development Plan.

Policy 4.4.b: Enhance Jackson gateways

Complies. Staff finds that because the grey metal was already approved once with the Sketch Plan, staff is able to make the finding that the proposed change back to grey enhances Jackson gateways.

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

Complies. Staff finds that the proposed change in color does not change the previous finding that was made for enhancing natural features in the built environment.

Common Value 3: Quality of Life

Policy 5.2.d: Encourage deed-restricted rental units

Complies. Staff finds that this request is not related to deed-restricted units thus the above finding has already been made with the previously approved Development Plan.

Policy 5.3.b: Preserve existing workforce housing stock

Complies. Not applicable.

Policy 6.2.b: Support businesses located in the community because of our lifestyle

Complies. Not applicable.

Policy 6.2.c: Encourage local entrepreneurial opportunities

Complies. Not applicable.

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

Complies. Staff finds that this request is not related to alternative transportation modes thus the above finding has already been made with the previously approved Development Plan.

Policy 7.2.d: Complete key Transportation Network Projects to improve connectivity

Not applicable.

Policy 7.3.b: Reduce wildlife and natural and scenic resource impacts

Complies. Staff finds that this request is not related to reduction in wildlife and natural and scenic resource impacts thus the above finding has already been made with the previously approved Development Plan.

In addition, staff finds that the application should be reviewed for consistency specifically with subarea 4.2 Northern Hillside which states as follows as the desired vision for the subarea:

This TRANSITIONAL Subarea must strike a delicate balance between allowing some mixed use and residential development while maintaining wildlife permeability and the natural form of the undeveloped hillsides. A key to successful future development will be to sensitively place development in harmony with the existing terrain in order to minimize land disturbance. Development intensity in this area should be less than that found within the adjacent Midtown Highway Corridor (Subarea 4.1). Structures will be allowed up to two stories and may be configured in a variety of layouts with attached and detached units blending into the natural surroundings. Smaller building footprints will be encouraged in order to provide adequate open and/or landscaped areas. A variety of residential types, including live/work, multifamily, and duplexes, may be appropriate in this area depending on the specific characteristics of a site and its existing topography. Low density single family housing may continue to be appropriate at the edges of this area, particularly when adjacent to existing undisturbed hillsides. Future development should address wildlife permeability and assist in guiding wildlife movement to future roadway crossings.

Complies. Staff finds that this request does not significantly impact any of the above mentioned items related to Subarea 4.2, thus the above finding has already been made with the previously approved Development Plan.

2. *The proposed project achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO).*

Complies. Not applicable.

3. *The proposed project does not have a have a significant impact on public facilities and services, including transportation, portable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.*

Complies. Staff finds that this request is not related to impacts on public facilities and services thus the above finding has already been made with the previously approved Development Plan.

4. *The proposed project complies with the Town of Jackson Design Guidelines, if applicable.*

Complies. Not applicable.

5. *The proposed project complies with all relevant standards of these LDRs and other Town Ordinances*

Complies. Staff finds that this request is not significantly impacting the approved design thus the above finding has already been made with the previously approved Development Plan.

6. *The proposed project is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies. Staff finds the above finding that was made with the previously approved Development Plan still stands and the proposed change in color is still in conformance with all standards or conditions of prior permits and approvals.

Item B: Pursuant to Section 5.4.1.D.5 Findings for Hillside Areas of the Land Development Regulations, the following finding shall be made for the approval of a Conditional Use Permit.

****Since the proposed request does not affect the physical development in any way, all of the below findings have been carried forward from the original CUP.***

1. ***Findings.*** *The following finding shall be made before granting a Conditional Use Permit for hillside areas: that the mitigation measures identified will be effective in mitigating any adverse impacts identified, and associated with the proposed physical development, uses, development option, or subdivision.*

Complies. Staff finds that the proposed mitigation measures will be effective in mitigating any adverse impacts identified with the proposed physical development and use. The final slope stability report provided by Jorgensen Associates found that the site did not present landslide or slope stability concerns. The study also received a satisfactory third party review which provided additional alternatives and recommendations for best practices related to site disturbance and installation of foundations.

In addition, Pursuant to Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations, a Hillside CUP requires that the following regular CUP findings shall be made for the approval of a Hillside CUP.

****Since the proposed request does not affect the physical development in any way, all of the below findings have been carried forward from the original CUP.***

1. *The proposed project is compatible with the desired future character of the area.*

Complies. Staff finds the proposed project is compatible with the desired future character of the area as stated above in **Item A**, finding #1.

2. *The proposed projects complies with the use specific standards of Division 6.1.*

Complies. Staff finds that the proposed project complies with the use specific standards of Division 6.1. The proposal is for Attached Single-Family Residential and Apartments which are allowed uses within the UR-PUD zone.

3. *The proposed project minimizes adverse visual impacts.*

Complies. Staff finds that based on the submitted visual analysis that the proposed project will minimize adverse visual impacts through the site design and the proposed landscaping. The proposed project will constitute a major visual improvement compared to the existing site development.

4. *The proposed project minimizes adverse environmental impacts.*

Complies. Staff finds the proposed project to minimize adverse environmental impacts. An Environmental Report was prepared for the parcel and no negative impacts to wildlife are expected to result from the project. Any potential adverse impacts have been considered and addressed with the proposed site plan.

5. *The proposed project minimizes adverse impacts from nuisances.*

Complies. Compared to the existing commercial use of the property, the proposed residential development is not anticipated to have any nuisances. In addition, noise and other impacts are anticipated to be far less than the adjacent commercial operations (rental car business, fuel storage yard, etc.).

6. *The proposed project minimizes adverse impacts on public facilities.*

Complies. Staff finds that the proposed project is not anticipated to have adverse impacts on public facilities including Police, Fire and EMT. The applicant is coordinating with the Town Engineer to properly address stormwater runoff and to identify the necessary water and sewer service improvements to ensure available capacity to serve the development. In regards to traffic impact, one of the site's accesses will be eliminated to reduce impacts on Highway 22. The site also is served by pathways, is within walking distance to START service and close to a grocery store, restaurants and banks. However, given existing deficiencies in Batch Plant Road (which is a County road), staff has conditioned the approval of the Development Plan that the applicant shall obtain an access easement and/or formal permission from Teton County to utilize Batch Plant Road to access the upper units prior to Town Council review.

7. *The proposed project complies with all other relevant standards of these LDRs and all other Town Ordinances.*

Complies. Staff finds that the proposed project complies with Town Ordinances and all relevant standards of these LDRs including use and physical development (setbacks, FAR, LSR, etc.).

8. *The proposed project is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies. As conditioned, and if the Council grants the necessary extensions and amendments, staff finds that the proposed project is in substantial conformance with the previously approved Sketch Plan, PUD and Development Agreement.

ATTACHMENTS

Applicant Submittal
Development Agreement
Original Letter of Credit
Extended Letter of Credit
Department Reviews

STAKEHOLDER ANALYSIS

The primary stakeholders are the property owner, the Town and the public.

PUBLIC COMMENT

None at this time.

FISCAL IMPACT

At this time the Town has spent approximately \$160K on water, \$150k on sewer and \$200k on sidewalks totaling \$510k of off-site improvements. Minus the applicant's \$56,500 cash contribution, the total the Town has spent is approximately \$453,500. It should be clarified that the Development Agreement between the Town and the applicant only included water and sewer improvements, not sidewalks.

If the Council does not approve an extension or if the project lapses after an extension is granted, the Town has the ability to call on the Letter of Credit for the remaining cost of improvements (\$224,901.67) which would replenish funds spent on the water and sewer. If the LOC is called, the Town would then have paid a total of approximately: $\$453,500 - \$224,901.67 = \$228,598.33$.

STAFF IMPACT

Town staff, primarily Planning, Public Works and Legal, have spent a significant amount of time on the Westview Townhomes project, considerably more than compared to a project of similar size and nature.

LEGAL REVIEW

Complete.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

Item A: The Planning Director and Planning Commission recommend **approval** of Option #3 for Item P18-095, an amendment to a Development Plan for the Westview Townhomes PUD, specifically to allow a deadline extension to August 15, 2019, for the property located at 1255 W. Highway 22 subject to the department reviews attached hereto.

Item B: The Planning Director and Planning Commission recommend **approval** of Item P18-135, a Hillside Conditional Use Permit to develop 20 residential units for the property located at 1255 W. Highway 22 subject to the department reviews attached hereto and the following condition of approval:

1. The Conditional Use Permit shall have an expiration date consistent with the Development Plan of August 15, 2019.

Item C: The Planning Director recommends **approval** of Item P18-136, an amendment to a Development Agreement for the Westview Townhomes PUD which includes minor updates referencing dates and approvals and is subject to changes made by the Town Council and final review by the Town Attorney.

SUGGESTED MOTIONS

Item A: Based upon the findings as presented in the staff report and as made by the applicant for Item P18-095, I move to make findings 1-6 as set forth in Section 8.3.2. (Development Plan) of the Land Development Regulations related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Complies with the Town's Design Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals to **approve** Option #3, an amendment to a Development Plan, specifically to extend the deadline to August 15, 2019, for the property addressed at 1255 W Highway 22, subject to the department reviews attached hereto.

Item B: Based upon the findings as presented in the staff report and as made by the applicant for Item P18-135, I move to make findings 1-8 as set forth in Section 8.4.2. (Conditional Use Permit) of the Land Development Regulations related to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for a Conditional Use Permit and findings required by Sec. 5.4.1 Steep Slopes regarding hillside mitigation measures and to **approve** a Hillside CUP to develop 20 residential units for the property addressed at 1255 W Highway 22, subject to the departmental reviews attached hereto and the following condition of approval:

1. The Conditional Use Permit shall have an expiration date consistent with the Development Plan of August 15, 2019.

Item C: I move to direct staff to amend the Westview Townhomes Development Agreement to make minor changes referencing dates and approvals consistent with P18-095 & P18-135 for review and approval by Town Council at a future meeting.



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: December 13, 2018

MEETING DATE: December 17, 2018

SUBMITTING DEPARTMENT: Planning

DEPARTMENT DIRECTOR: Tyler Sinclair

PRESENTER: Paul Anthony

SUBJECT: **ITEM P18-314:** Amendment to the text of the Land Development Regulations, pursuant to Section 8.7.1, LDR Text Amendments, to revise portions of Div. 2.2, Div. 6.1, Div. 7.6, and Div. 9.4 and other related sections to clarify and correct a variety of provisions in LDRs.

APPLICANT: Town of Jackson

REQUESTED ACTION

Staff requests that this Item P18-314 be continued to the Council's meeting on January 7, 2019.



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: DECEMBER 13, 2018
MEETING DATE: DECEMBER 17, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: BRENDAN CONBOY

SUBJECT: **ITEMS P18-047, 048 & 049:** REQUEST FOR APPROVAL OF A ZONING MAP AMENDMENT, SKETCH PLAN, AND CONDITIONAL USE PERMIT, TO DEVELOP A NEW EDUCATIONAL CENTER FOR CENTRAL WYOMING COLLEGE

OWNER: CENTRAL WYOMING COLLEGE

APPLICANT: BRENDAN SCHULTE, JORGENSEN ASSOCIATES

[STAFF NOTE: The applicant has requested that the items be continued to a date uncertain (request attached). Staff has informed the applicant that should Council approve the continuance the items will be re-noticed and the applicant may be required to resubmit their application. The applicant has already exercised their right to a continuance in the past, therefore it is at the discretion of the Council to grant a continuance or not. Per Section 8.2.14.D.4.a:

*An applicant shall have the right to request and be granted one continuance.
All subsequent continuances shall be granted at the discretion of the body
conducting the public hearing only upon good cause shown.*

Town Council's options are as follows:

1. Grant the continuance as requested by the applicant.
2. Proceed with the item as requested.

Please see below the staff comment prepared for these items prior to the applicant's request for a continuance:

This Staff Report remains unchanged from the previous Council meetings on these items except that the discussion of infrastructure of Veronica Lane on page 12 has been revised following the November 5th Council meeting to include updated information and comments from the Public Works Director sought by the Council. Public Works has met with the applicant to calculate the cost of upgrading infrastructure and roadway improvements on Veronica Lane to acceptable Town standards and has reached a consensus as to the probable costs. However, this is a separate discussion beyond the application presented to Council as there has been no formal request made by the applicant for the Town to accept the infrastructure. Should the applicant and/or the HOA request that Council consider accepting the existing infrastructure as public, a

separate item and associated staff report would be provided at that time. As a result, it is staff's recommendation that the Council limit their decisions at this time to the Zoning Map Amendment, Sketch Plan, and Conditional Use Permit requests as detailed in this report.]

REQUESTED ACTION

The applicant is requesting approval to rezone their property from Commercial Residential-3 (CR-3) to Public/Semi-Public (P/SP) in addition to a Sketch Plan and a Conditional Use Permit in order to construct a two story, 17,358 square foot educational facility for Central Wyoming College (CWC) located at 235 & 255 Veronica Lane.

APPLICABLE REGULATIONS

Section 8.7.2 Zoning Map Amendment

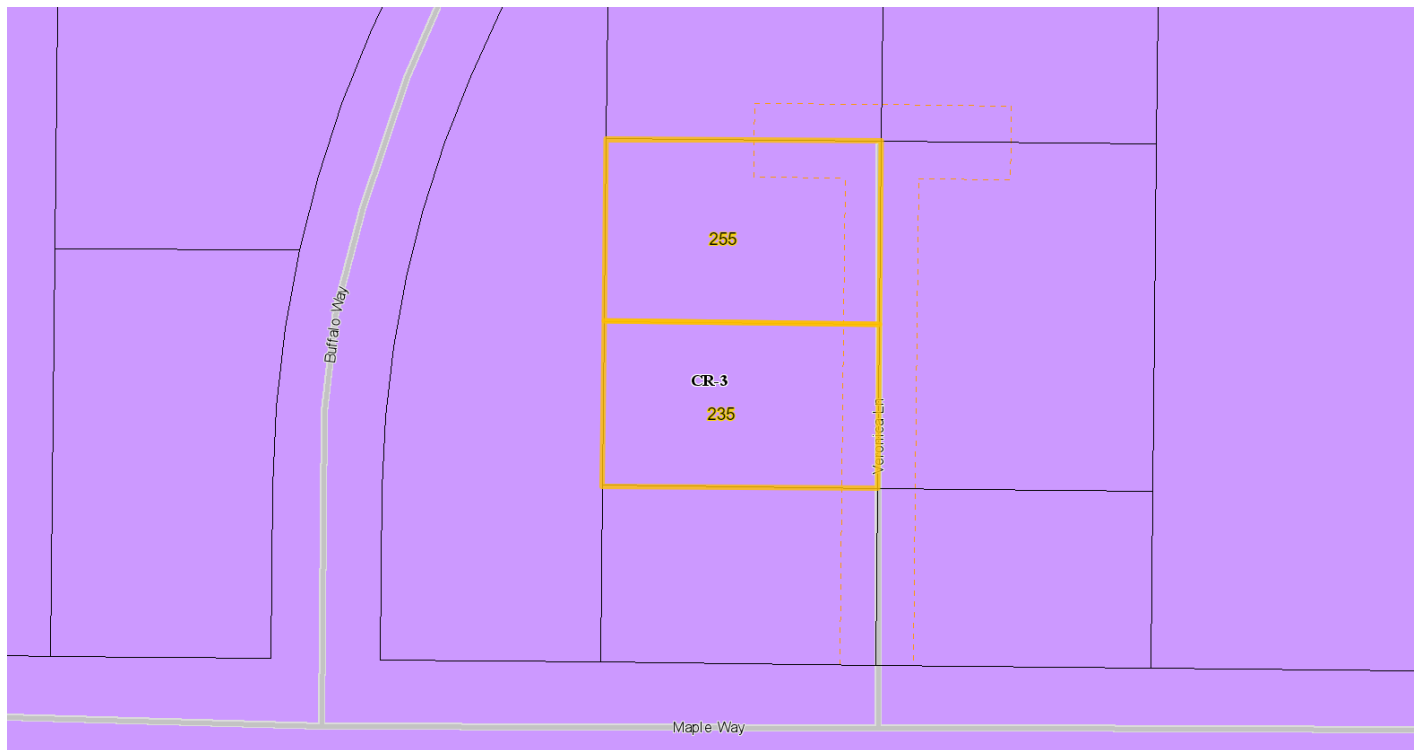
Section 8.3.1 Sketch Plan

Section 8.4.2 Conditional Use Permit

LOCATION

The properties are located at 235 & 255 Veronica Lane, legally described as Lots 6 & 3, Stockhouse-Patterson Addition to the Town of Jackson. An aerial photo and zoning map are shown below:





BACKGROUND

Existing Site Characteristics:

The subject site (Lots 3 & 6) are located on a private lane within the Commercial Residential – 3 (CR-3) zoning district and surrounded by CR-3 zoning. The area was recently rezoned in July, 2018, to CR-3 from Auto-Urban Commercial (AC) zoning as part of the Districts 3-6 updates to the Land Development Regulations. The two lots are a combined total 0.65 acres (28,314 sf) in size and are currently vacant. The lots are relatively flat and take their access from Veronica Lane, a 40' wide private common way easement which connects solely to Maple Way.

Project Background and History:

- Central Wyoming College is an accredited two-year college offering Associate Degrees which serves Fremont, Hot Springs, and Teton Counties. In 1976, The CWC Jackson Outreach Center (CWC-Jackson) opened and has continued to grow and change locations over the years. Currently, CWC-Jackson is located in leased space at the Center for the Arts and other auxiliary spaces at the High School and St. John's Medical Facility.
- A roughly defined Complete Neighborhood Master Plan P94-054 was approved for the Stockhouse-Patterson Addition on June 20, 1994, in accordance with the provisions of Section 17.64.060 (Title 17 Subdivisions, Chapter 17.64 Variances) of the Municipal Code, just prior to the adoption of the 1994 LDRs.
- Plat No. 882 was approved on August 15, 1994 which grants setbacks separate from the LDRs and coincident with building envelopes depicted on the plat.
- Previous development approvals/submittals: On October 6th, 2008, Council approved P08-091, a Final Development Plan for a 7,000 sf office building (5,284 sf above grade, .40 FAR) under the standards of the Auto-Urban Commercial Zone located at 235 Veronica Lane. The Development Plan

subsequently expired in 2011 to lack of activity. In July of 2015, a pre-application meeting was held with the Town Council at the request of ESW Investments, LLC Fodor Law Firm to consider potential policy and LDR issues related to the development of two apartment buildings on the lots in question. No further applications were submitted.

- In May of 2017 the Jackson community voted on the Special Purpose Excise Tax (SPET) to award Central Wyoming College \$3.82 million dollars in order to fund acquisition of land and easements, as well as the planning, design, engineering, construction, equipping, and furnishing of a new CWC-Jackson Center containing classrooms, medical/science labs, offices, and a commercial kitchen. In March, 2018 House Bill 194 signed by Governor Matt Mead appropriated \$500,000 from the Legislative Stabilization Reserve Account to the Community College Endowment Challenge Account for use as matching funds for the new CWC-Jackson Center.
- The applicant held a Pre-Application meeting with Planning Department Staff on September 19, 2017.
- The applicant held a neighborhood meeting on February 15, 2018.
- The applicant appeared before the Planning Commission on May 2, 2018, and received unanimous approval.

Project Description:

The applicant is requesting approval of a Zoning Map Amendment to rezone the property from the Commercial Residential - 3 (CR-3) zone to Public/Semi-Public (P/SP) zone, a Sketch Plan, and a Conditional Use Permit for Institutional - Daycare/Education use. The proposed project consists of a single building totaling 17,358 square feet of floor area, or a Floor Area Ratio (FAR) of .61. The proposed building will be two-stories and ranges in height from 25' to a maximum height of 35'. The Science, Nursing, and Culinary Arts programs have seen the most rapid growth and the new Jackson Center aims to provide a centralized location for all of CWC-Jackson's programs with dedicated lab and culinary facilities. Programming space consists of Nursing (29%), Science (12%), Culinary/Hospitality (19%), and Shared Space (42%). The applicant has applied for the following:

- Zoning Map Amendment –The applicant is requesting a rezone in order to gain the flexibility provided by the P/SP zone which cannot be achieved with existing CR-3 zoning. According to the LDRs:

The P/SP zone is intended to allow flexibility for public and semi-public uses and facilities that often have unique functional needs, such as for height, floor area, setbacks, and impervious surface, which cannot be accommodated in other zoning districts. Land in the P/SP zone and/or facilities operated therein may be under the control of federal, state, or local governments, or other governmental entities.

CWC is a state-created governmental entity.

- Sketch Plan – Required for development greater than 15,000 SF.
- Conditional Use Permit – Institutional uses (Daycare/Education) require a CUP in the P/SP Zone.

The dimensional limitations of the Complete Neighborhood Master Plan/Plat No. 882, existing CR-3 zoning, and requested P/SP zoning are shown below. For the purposes of this application, the applicant need only comply with P/SP zoning provided a rezone is granted:

	Master Plan/ Plat	CR-3 Allowed/Required	P/SP Allowed/ Required	CWC Proposal	Complies with P/SP?
Lot Size (min)	Per Plat	7,500 sf	N/A	28,314 sf	Yes
FAR	.25 to .38	.40 (11,326 sf) (2:1 option higher)	N/A	.61 (17,358 sf)	Yes
LSR (min)	.25	.10 (2,831 sf)	N/A	.10 (2,831 sf)	Yes
Plant Units	Per LDRs	1 per 1,000 sf of landscape area + 1 per 12 parking spaces	1 per 8 parking spaces	4 required as proposed	Yes
Height/ Stories	N/A 1-2 stories	42' to 46' 3 Stories (48' and 4 stories w/ workforce housing incentive)	N/A	35' 2 Stories	Yes
Parking	Use not specified: TBD by closest approximate use in Municipal Code (Pre-94 LDRs)	Independent Calculation	Independent Calculation	30 spaces	Yes, as conditioned
Front Yard Setback (east)	20' min	0' – 10' (min-max)	N/A	24'	Yes
Rear Yard Setback (west)	15' min	10' min	N/A	42'	Yes
Side Yard Setback (north)	10' min	5' min	N/A	14'	Yes
Side Yard Setback (south)	10' min	5' min	N/A	11'	Yes

The dimensions of existing development in the Stockhouse-Patterson Addition are listed below for comparison to the proposed CWC Jackson Outreach Center:

	235/255 Veronica CWC (Proposed)	275 Veronica Berlin Architects*	270 Veronica Office Building	250 Veronica Hoke & Co.	1115 Maple Way Dental Office	1135 Maple Way Whitechapel
Lot Size	0.65 acres (2 lots) or 28,314 sf	0.34 acres or 14,810 sf	0.34 acres or 14,810 sf	0.65 acres (2 lots) or 28,314 sf	0.33 acres or 14,375 sf	0.33 acres or 14,375 sf
Building Square Feet	17,358 sf (8,679 per lot average)	7,659 sf	4,780 sf	10,472 sf (5,236 per lot average)	5,099 sf	4,528 sf
FAR	.61	.53*	.32	.37	.35	.315
Parking Spaces	30	23	15	30	17	16
Stories	2	3+ (mechanical equipment)	2	2	2	3
Height	35'	42'*	Unknown	33' – 6"	29' – 2 ½"	35'

* Variances from AC zoning granted in 2005 and 2006 for FAR, Parking, and height.

STAFF ANALYSIS

Zoning Map Amendment

According to the LDRs:

The purpose of a zoning map amendment is to publicly review a change to the Official Zoning Map to ensure that it improves implementation of the Jackson/Teton County Comprehensive Plan or addresses other health, safety, or welfare issues in the community.

As described in the Staff Findings section below, land in the P/SP zone and/or facilities operated therein must be under the control of federal, state, or local governments, or other governmental entities. CWC is a state governmental entity that advances the goals of the Comprehensive Plan and therefore the rezone from CR-3 to P/SP is justifiable.

Sketch Plan Review

The Sketch Plan is a written and graphic representation of a development concept. According to the LDRs:

The purpose of a sketch plan is to publicly review a large physical development or development option for general consistency with these LDRs at a preliminary, conceptual level of detail before the development is fully designed. The objectives of the sketch plan review are:

- 1. Identification of the opportunities to achieve the desired future character for the site;*
- 2. Identification of development related issues to be addressed through the development plan;*
- 3. Discussion of alternative site designs that may better implement these LDRs; and*
- 4. Identification of natural and scenic resource protected by these LDRs.*

Sketch Plan approval permits the submittal of a Development Plan, it does not permit actual physical development. The applicant will be required to address any concerns raised during Sketch Plan approval when they apply for a Development Plan. Staff has identified development related issues which need to be addressed prior to Development Plan submittal which include conditions addressing parking, trash, snow storage, bicycle parking, and sidewalks. These and other issues such as the scale and floor area of the proposed facility are within the purview of the Town Council.

Conditional Use Permit

The applicant has submitted an application for a Conditional Use Permit (CUP) for approval of the proposed educational uses which is required in the P/SP zone, but which is a Basic Use Permit (BUP) in the CR-3 zone. The majority of uses allowed within the P/SP zone require CUPs due to the fact that it provides the Town some degree of oversight of a project where the P/SP zone's standards are so flexible. Staff has added conditions of approval to the CUP regarding class scheduling as it relates to traffic impacts, and parking management requirements to ensure parking does not overflow and impact neighboring properties.

Conformance with the Comprehensive Plan

As stated in the **Staff Findings** section below, staff finds that the proposed project is in conformance with the Comprehensive Plan. The proposed development meets the goals of the Comprehensive Plan related to Community Vision, in particular a "better not bigger" economic philosophy that shifts our economy toward sustainable businesses and year-round lifestyle-based tourism. The proposed project promotes compatible infill development which maintains Jackson as the economic center of the region, helps create a more vibrant, walkable mixed-use subarea, and helps provide a balanced mix of nonresidential uses to the town. This site is located within District 4, specifically subarea 4.3, which is a transitional subarea that has the goal of transforming the area into a walkable mixed use district. Opportunities to promote local entrepreneurship are encouraged for this subarea. It can be expected that students will frequent local businesses nearby the school. The college supports these types of businesses in the community and will produce trained employees that will work in or start their own local businesses.

Conformance with Other Applicable Regulations

Complete Neighborhood Master Plan:

A roughly defined Complete Neighborhood Master Plan was approved for the Stockhouse-Patterson Addition on June 20, 1994, in accordance with the provisions of Section 17.64.060 (Title 17 Subdivisions, Chapter 17.64 Variances) of the Municipal Code, just prior to the adoption of the 1994 LDRs. A component of the Master Plan is a Concept Development Plan, which is contained in the CC&Rs (shown in Section 6 of the application materials) that shows the range of options for each lot based off general assumptions and lists guideline ranges for building footprints, building sizes, FAR, LSR, and parking spaces.

On March 21, 1996, then Planning Director Robert Horne wrote a letter to the Stockhouse-Patterson Subdivision lot owners clarifying what the development standards of the subdivision were under the Complete Neighborhood Master Plan. The standards identified in the letter were meant to better define what lot owners would be allowed to build in comparison to the even broader standards listed in the Concept Development Plan. Mr. Horne listed what the FAR and LSR would be for the subdivision, which corresponds roughly with averages of AC zone standards for commercial and office uses, while retaining previous parking standards. Combined, the Master Plan letters and Plat provide development standards separate from the LDRs. Where the Master Plan and Plat are silent, the LDRs govern. Development in the Stockhouse-

Patterson Addition over the past decade or more has not strictly adhered to the standards set forth by the Complete Neighborhood Master Plan, instead the underlying town zoning was utilized.

The applicant is proposing a development under the LDR standards of P/SP zoning which allows for greater flexibility for governmental uses. The Town Attorney has confirmed that the Town has the authority to rezone the property to P/SP if the Town Council can make the findings in LDR Section 8.7.2.C, which would allow the applicant to develop the CWC facility in the dimensions proposed; however, any issues raised by the CC&R's are beyond the scope of the Town's control and are issues that would need to be resolved between the applicant and the HOA. Staff finds that the applicant complies with the regulations set forth by the P/SP zone as described in the dimensional limitation table above, and as discussed in this report. Should Council approve the Zoning Map Amendment, the proposal will meet the requirements of the LDRs.

Current and Proposed LDRs

As shown in the dimensional limitation table above, the project meets all applicable LDR regulations related to setbacks, height restriction, and FAR for the P/SP zone. In addition the applicant meets most of the physical development standards for the CR-3 zone in regards to setbacks, height, LSR, and lot size, with the exception of base FAR. Staff finds that the proposed FAR is consistent with or below what could be developed utilizing the workforce housing tool in the CR-3 zone. As described above, the intent of the P/SP zone is to provide flexibility for public and semi-public uses that have unique functional needs.

Site Design

Staff finds that the proposed setbacks and 2 story, 35' building are compatible with the surrounding neighborhood in terms of bulk, scale, structural mass, and character. The proposed 35' height of the building is lower than what would be allowed in CR-3, 46' for a roof pitch $\geq 5/12$, or 48' with the workforce housing incentive for additional height. Staff finds that the applicant has successfully placed the building adjacent to Veronica Lane which helps create a more pedestrian oriented street frontage. This helps achieve the goals of subarea 4.3, Central Midtown, which calls for orienting mixed-use non-residential structures towards the street with parking behind. The applicant proposes a landscape buffer between the building and Veronica Lane as well as adding a sidewalk in the front and around the sides of the building.

DRC Review/Building Design

The proposed building is two stories in height with exterior materials consisting of corrugated and flat weathered steel panels, fiber-cement panels, and reclaimed wood siding. The scale of the building is a direct result of the programmatic needs of CWC which requires approximately 18,000 square feet of space.

This item was reviewed at the DRC on April 11, 2018 and was approved with the following conditions:

The applicant shall consider:

1. The direction of the slope of the roof and drainage.
2. The placement and appearance of rooftop equipment.
3. Simplification of the design.
4. More focus on the change in plane from the second to the first level.
5. Fenestration and size of windows.
6. Pedestrian access and landscaping.

The Design Review Committee discussed the idea that the site design could potentially benefit from reconfiguring the slope of the roof in the opposite direction so as to lessen the appearance of mass and height upon approaching the site from Veronica Lane in order to create a more human-scale pedestrian orientation.

The applicant has stated that this is a preliminary design and that they are open to revising and/or simplifying the design prior to Development Plan. The applicant will need to reappear before the DRC prior to Development Plan.

Parking

In the P/SP Zone, an Institutional: Daycare/Education use calls for an independent calculation to determine parking. The CC&R's for the subdivision state that parking should be approximately 12-19 spaces per lot, which would result in an average of 15.5 spaces per lot, or 31 spaces for the combined 2 lots. The applicant has proposed 30 spaces for the site, 2 of which are required disability spots, by utilizing an independent parking calculation of 1.5 spaces per 1,000 sf, generating a need for 26.04 parking spaces. According to the applicant, the independent calculation was derived by analyzing enrollment data, scheduling, and a proposed staff of 7 fulltime employees on site all day with an additional 14 adjunct staff that will only attend when they teach.

Staff, the Planning Commission, and neighboring property owners in the Stockhouse Patterson HOA have expressed concern that the proposed amount of parking may be inadequate for the proposed size of the CWC-Jackson Center and the number of students enrolled. In staff's analysis of the proposed parking we believe the following measures could be taken by Council to address and/or alleviate the concern of sufficient parking on site:

- Require the applicant to increase the amount of parking on site by providing underground parking or reconfiguring the building to provide more surface parking.
- Reduce the building size.
- Limit the number of students allowed on site at any one time.
- Some combination of the aforementioned options; or
- Accept the proposed number of parking spaces with the requirement of a parking management plan and associated conditions of approval.

A preliminary Parking Management Plan is attached to this report. The applicant has stated that the total number of students enrolled is 430 students in the fall and 260 students in the spring. CWC is currently developing a scheduling model to identify the number of students, instructors and staff that will be in the building at one time on an hourly basis. Staff has yet to see this, but it will be required as part of the final Parking Management Plan to be submitted at Development Plan. However, per the preliminary Parking Management Plan provided by the applicant, the peak parking demand during business hours is estimated to be 43 persons between the hours of 11am and 12pm and the highest peak demand during non-business hours is 60 people between the hours of 8pm-9pm. The final parking plan submitted with the Development Plan will need to explain, for example, who the 60 people are and how they will be able to use 30 parking spaces. The plan also presents 4 successive tiers to address parking issues, with Tier 1 slated for implementation as soon as CWC begins operations at the new location. The applicant will have to clarify exactly how the 4 tiers will be implemented in the final parking plan. For example, staff is unsure when Tiers 2 – 4 would be triggered and what is meant by a "Full Parking Study" done as part of Tier 3. The proposed tiers are as follows:

- Tier 1: Alternative Mode Use Requirements
 - o Class schedule balancing, promotional information for students, visitors, and faculty about alternative travel modes, availability of priority carpooling spots, bike racks, and encouragement of walking.
- Tier 2: As Built Evaluation and Fees/Incentives
 - o Sidewalk upgrades, evaluation of parking behaviors and reassessment of fees and incentives if

need be, and a parking management and enforcement program.

- Tier 3: Advanced Management Techniques
 - Full Parking Study, car share spots, and trip reduction program.
- Tier 4: Offsite and Overflow
 - Contingency-based overflow parking plan, on-street parking supplies, off-site satellite parking.

While staff finds that the applicant's preliminary Parking Management Plan is adequate for Sketch Plan, more detail is needed before the plan can be considered complete for final review. Thus, staff has added a condition of approval that requires the applicant to provide a more detailed, final Parking Management Plan with the submittal of the Development Plan. Furthermore, staff also has concerns about the Town's ability to enforce parking issues given that Veronica Lane is a private road and not subject to Town parking enforcement should Central Wyoming College be unable to adequately manage the impacts of students parking on the road or on neighboring property owner's lots. Therefore, staff has added an additional condition of approval that should the applicant be unable to manage parking on site the Town may take measures such as limiting student numbers at any given time, or potentially modifying or revoking the applicant's Conditional Use Permit should parking management problems persist.

Another option for the Council is to delay final approval of the CUP until the Development Plan so that it has the opportunity to review the applicant's final Parking Management Plan. In this scenario, the Council could approve the Zoning Map Amendment to P/SP and Sketch Plan now but would wait to officially approve the CUP as part of the Development Plan.

Access/ Circulation/Traffic

Vehicular Access/Circulation: Site circulation is achieved through two (2) two-way access points off Veronica Lane. The proposed access points have been coordinated with the Teton County Fire Marshall and road widths and circulation meet the needs for emergency vehicle access. Staff has concerns that on-street parking on Veronica Lane may visually obstruct vehicles entering and exiting the site. Public works has stated that Veronica Lane does not meet the standards for on street parking, which has been an issue, and could impede emergency access, and therefore recommend that 'no parking' signs should be installed with the project. The Town does not have the ability to enforce this, however, as Veronica Lane is a private road.

Traffic Analysis: A traffic impact statement prepared by Jorgensen Associates has been provided as part of this application. In summary, the analysis concludes that the proposed development will add an additional 530 trips per day during the fall and during peak enrollment to the adjacent transportation network of Maple Way. According to the traffic statement, the existing traffic along Maple Way and in the vicinity was 9,598 vehicles per day in 2017, 9,785 vehicles per day in 2014, and 9,937 vehicles per day in 2006, which indicates that traffic volumes along the corridor are relatively stable and that the proposed CWC campus will not significantly impact traffic along the corridor. Staff recommends that as a condition of approval of the CUP, CWC-Jackson Center shall schedule the majority of classes at times during the day that do not coincide with peak traffic hour volumes (7 to 9 a.m. and 4 to 6 p.m.) on the adjacent street network in order to lessen traffic impacts.

Trash/Snow Storage/Bicycle Parking

A required trash enclosure is not shown on the site plan and staff has added a condition of approval requiring that this be provided on the site plan prior to Development Plan review. Trash and recycling enclosures are required for all nonresidential uses. The applicant has stated that CWC-Jackson will have onsite refuse and recycling and that this will be located as part of the Development Plan.

The applicant has indicated locations on the Sketch Plan to accommodate snow storage at or in excess of 2.5% of impervious surfaces as is required in the LDRs.

The applicant has indicated the location of bicycle parking racks. Pathways Coordinator Brian Schilling has provided detailed comments regarding the location, design, and number of bicycle parking spaces that should be provided. Since the applicant is proposing to reduce traffic and parking impacts by promoting and encouraging multi-modal transportation options, the number of bike parking spaces provided should correspond with what the Pathways Coordinator deems sufficient which was stated as one bike parking spot per car parking spot. In the preliminary Parking Management Plan schematic that the applicant has provided following the Planning Commission hearing, the applicant proposes 1 bike space per parking space, or 30 total bike parking spaces. Staff recommends that as a condition of approval that the applicant coordinate with the Town of Jackson Pathways Coordinator regarding bicycle parking prior to Development Plan submittal.

Streetscapes/Pedestrian Access

The applicant is proposing a landscape buffer adjacent to the main building between the sidewalk and Veronica Lane. Staff supports the comments made by Pathways Coordinator Brian Schilling which requests that the sidewalks on site be buffered from the adjacent travel lanes by landscaping and/or surfacing or otherwise detached. Upon further review by the Planning Director, Staff is recommending as a condition of approval that the applicant demonstrate that the sidewalks on site are buffered from the adjacent travel lanes by landscaping and/or surfacing, or are otherwise detached at Development Plan.

Affordable/Employee Housing

The applicant is exempt from employee housing mitigation pursuant to Sec 6.3.1.C.5 - Institutional Uses (deleted) as the application was received on February 21, 2018, and is therefore subject to the standards in place at that time. The applicant has not proposed providing any voluntary employee housing on or off-site. Were the applicant to submit the same application today under the newly adopted Affordable Workforce Housing Standards the application would still be exempt if the Zoning Map Amendment is approved, as employee generating development in the P/SP zone is exempt, otherwise Daycare/Education as a use would necessitate an independent calculation to determine the required Affordable Workforce Housing in another zone.

Planning Commission

The items were reviewed before the Planning Commission on May 2, 2018, and received unanimous approval. The Commission expressed concerns related to the proposed amount of off-street parking and questioned whether the proposed 30 spaces is sufficient for the scope of the project, however the Commission was interested in gaining more information from a Parking Management Plan at the time of Development Plan submittal. The Commission was interested in learning how many students would be on site at one time and how this would affect parking and as a result decided to alter the condition of approval requiring a Parking Management Plan to also include snow management to ensure that parking spaces would not be used for snow storage. In addition, the Commission conveyed disappointment in the fact that the project has no affordable housing requirement or a voluntary proposal for affordable housing by the applicant.

The Planning Commission recommended approval of the project with the following recommended conditions of approval:

1. The applicant shall provide a landscape plan prepared by a licensed Wyoming Landscape Architect which reflects the minimum plant unit requirement with adequate screening at Development Plan submittal.

2. The applicant shall indicate the location and dimensions of required trash and recycling enclosures at Development Plan submittal.
3. Prior to Development plan submittal the applicant shall coordinate with the pathways Department regarding bicycle parking location, design, and quantity.
4. The applicant shall provide a parking and snow management plan that will address management of class schedules, carpooling, off-site impacts, and any other strategies to reduce parking demand at Development Plan submittal.
5. The CWC-Jackson center shall schedule the majority of classes at times during the day that do not coincide with peak traffic hour volumes (7 to 9 a.m. and 4 to 6 p.m.) in order to lessen traffic impacts.

Following the Planning Commission hearing some slight rewording of conditions and additional conditions have been added to the report by the Planning Director in order to address parking management and enforcement as well as the timing of approvals regarding required ordinance readings for the Zoning Map Amendment.

Veronica Lane Infrastructure

Public comment from representatives and members of the Stockhouse Patterson HOA at the October 1, 2018, Town Council meeting suggested that the HOA would be more amenable to CWC's proposal should the Town assume ownership and maintenance of Veronica Lane, a private road. Town ownership of Veronica Lane would include maintenance of the roadway, sewer, water, and stormwater infrastructure, snowplowing, sweeping, general maintenance and replacement requirements, and other duties like on-street parking enforcement. Following the Town Council hearing, staff met with Public Works on October 17, 2018, and sought input from other relevant departments during the Development Review Team meeting on October 22, 2018. At the November 5, 2018 Town Council meeting this topic was further discussed and Council requested that staff work with the applicant to determine a more accurate cost estimate to complete the required infrastructure improvements. Based upon this direction the Public Works Director provides the following comments at this time:

The Town Public Works Department and CWC's consulting engineer (Jorgensen) estimated costs to bring existing infrastructure (sewer, water, and street) to applicable Town standards. Given the available information, the estimated range is between \$400,000 and \$600,000. The low end of this range assumes the condition of the sewer system and road sub-base are as expected based on record designs and the age of these systems. The high end of this range accommodates some uncertainty in existing conditions. For example, if the sewer video shows additional areas of concern or a sub-standard condition then more of the sewer system may need to be repaired or replaced, which could also require additional excavation and backfill.

Public Works approximates the cost for the Town to operate and maintain the sewer and street at \$3,600 annually. This does not include operation and maintenance of water infrastructure or landscaping, and does not account for any future capital repairs or replacement of water or sewer assets. This also does not account for costs related to other departments, for example Parks & Recreation sidewalk snow removal, if applicable.

At this point in time staff does not recommend Council consider whether to accept the existing infrastructure as public as there has been no formal request from the applicant. Should the applicant and/or the HOA request that Council consider accepting the existing infrastructure as public, a separate item and associated staff report would be provided at that time.

Please see the November 5 and November 19, 2018 staff reports for the previous discussion of this topic.

Staff Findings

Item A: Zoning Map Amendment. The findings for a Zoning Map Amendment found in Section 8.7.2.C must be made:

1. *The proposed project is consistent with the purposes and organization of the LDRs.*

Complies. Staff finds the proposed project to be consistent with the purpose and intent of the LDRs, specifically the P/SP zoning district. The purpose of the P/SP zone is to provide locations for new and existing uses and facilities of a public or semi-public nature. In particular, the P/SP zone is intended to allow flexibility for public and semi-public uses and facilities that often have unique functional needs, such as for height, floor area, setbacks, and impervious surface, that cannot be accommodated in other zoning districts. Land in the P/SP-ToJ zone and/or facilities operated therein may be under the control of federal, state, or local governments, or other governmental entities such as a school district or hospital district.

2. *The proposed project improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan.*

Complies. Staff finds that the proposed project improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan. See **Item B**, Finding #1.

3. *The proposed project is necessary to address changing conditions or a public necessity.*

Complies. Staff finds that the proposed project is necessary to address the institutional and facility needs of Central Wyoming College's educational curriculum which in turn provides the community with qualified graduates for a number of fields which are in demand.

4. *The proposed project is consistent with other adopted Town Ordinances.*

Complies. Staff finds that the proposed project is consistent with all other Town Ordinances.

Item B: Sketch Plan. Pursuant to Section 8.3.1.C (Sketch Plan Standards) of the Land Development Regulations, the following findings shall be made for the approval of a Sketch Plan.

1. ***Comprehensive Plan:*** *The proposed project is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

The proposed development is located within District 4 Midtown - Subarea 4.3 Central Midtown of the 2012 Comprehensive Plan which states:

Subarea 4.3: Central Midtown. This TRANSITIONAL Subarea in the core of the district will be critical in achieving the overall goal of transforming the area into a walkable mixed use district. Opportunities should be taken to expand the currently limited street network in order to break up large existing blocks and increase connectivity for all transportation modes. Key to this transition will be the addition of increased residential intensity in a variety of types and forms to take advantage of the Complete Neighborhood amenities in the area. Mixed use structures will be encouraged with non-residential uses located predominantly on the street level and residential units on upper levels. Multifamily structures in a variety of forms will also be desirable. Mixed use and multifamily

residential buildings should be a combination of two and three story structures oriented to the street, though a buffer should be placed between buildings and the street with green space and/or hardscaping. Parking areas should be predominantly located behind buildings or screened from view. Live-work housing opportunities will be encouraged, as well as any other opportunities to promote local entrepreneurship. Single family residential units are not envisioned for this area. Particular care and attention will need to be given to ensure a successful transition between this mixed use subarea to the adjacent Midtown Residential (Subarea 4.3). The location of buildings and parking, types of uses and overall intensity of use should be considered to ensure a successful blend of these two subareas.

Complies. Staff finds that the project is consistent with the described vision for Subarea 4.3. The proposed use fits within the existing neighborhood and is consistent with the physical development standards within the P/SP zoning district. In regards to size and scale, the new project will be consistent with surrounding development. Parking is located behind the main building and the site plan emphasizes pedestrian access. The project helps to transform the area into a more walkable mixed use district and anticipates utilizing multimodal transportation options in order to decrease the impact of increased vehicle traffic.

In addition, Staff finds that the application should be reviewed for consistency specifically with the policy objectives of District 4 Midtown as follows

Common Value 1: Ecosystem Stewardship

Complies. Not Applicable.

Common Value 2: Growth Management

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

Complies. Not Applicable.

Policy 4.1.d: Maintain Jackson as the economic center of the region

Complies. CWC-Jackson provides opportunities for Teton County residents to attain higher education and skills in fields that are in demand in the region such as culinary arts and nursing. In turn, employers have a pool of well qualified applicants to choose from. This will help maintain Jackson as the economic center of the region by keeping talented individuals employed locally as employees or business owners.

Policy 4.2.c: Create vibrant walkable mixed use subareas

Complies. The project is an infill development situated in an established mixed use area along a walkable corridor. Furthermore, the applicant is proposing to add sidewalks where none currently exist.

Policy 4.3.a: Preserve and enhance stable subareas

Complies. Not Applicable.

Policy 4.3.b: Create and develop transitional subareas

Complies. The project helps to create and develop Central Midtown by providing a balanced mix of nonresidential uses to the town.

Policy 4.4.b Enhance Jackson gateways

Complies. The project is located near major gateways to Jackson just south of “The Y” and Highway 89. The project enhances these gateways by showcasing the educational opportunities available in Jackson.

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

Complies. Not Applicable.

Common Value 3: Quality of Life

Policy 5.2.d: Encourage deed-restricted rental units

Complies. Not Applicable.

Policy 5.3.b: Preserve existing workforce housing stock

Complies. Not Applicable.

Policy 6.2.b: Support businesses located in the community because of our lifestyle

Complies. The programmatic offerings of CWC-Jackson are geared towards providing students with the skills and qualifications necessary to be employed in the region. These include tourism related industries like the culinary arts, hospitality, and outdoor education, but also the healthcare, education, and business sectors.

Policy 6.2.c: Encourage local entrepreneurial opportunities

Complies. CWC-Jackson will prepare graduates to be employed in a number of different fields in demand but also to start their own businesses. Having a dedicated CWC-Jackson Center will increase the likelihood of retaining entrepreneurial-minded individuals in Jackson who might otherwise go elsewhere to gain the skills they need to start a business.

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

Complies. Students and faculty will benefit from nearby existing START Bus stops on Buffalo Way and Maple Way. Additionally, the proposed project will provide bicycle parking on site. START has expressed interest in the addition of a covered bus stop at Veronica Lane which could be a discussion and potential condition of approval regarding what role the applicant may play, if any, in helping to provide resources for a covered stop should the Town see fit.

Policy 7.2.d: Complete key Transportation Network Projects to improve connectivity

Complies. Not Applicable.

Policy 7.3.b: Reduce wildlife and natural and scenic resource transportation impacts

Complies. Not Applicable.

2. ***NRO/SRO:*** *The proposed project achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO).*

Not applicable. The property is not located within the Natural Resource Overlay (NRO) or Scenic Resources Overlay (SRO).

3. ***Impact on Public Facilities:*** *The proposed project does not have a have a significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.*

Complies. Staff finds that the proposed project will not have significant impacts on public facilities and infrastructure as conditioned, however Public Works has submitted comments regarding whether any upgrades to the water supply structure are required for this project and this should be addressed at Development Plan. The new building will have an automatic fire sprinkler apparatus which helps reduce impacts on the Fire Department.

4. ***LDR Compliance:*** *The proposed project complies with all relevant standards of these LDRs and other Town Ordinances as can be determined by the level of detail of a sketch plan.*

Complies. Staff finds that the application meets all standards required of the LDRs for development in the P/SP zoning district. Staff also finds the project to be in compliance will all other Town Ordinances.

5. ***Past Approvals:*** *The proposed project is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies. Should the applicant be granted a Zoning Map Amendment, the dimensional standards of P/SP zone would allow for the applicant to build the CWC facility in the dimensions proposed on these parcels.

Item C: Conditional Use Permit. Pursuant to Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations, the following findings shall be made for the approval of a Conditional Use Permit.

1. ***Compatibility with Future Character.*** *The proposed Conditional Use shall be compatible with the desired future character of the area.*

Complies. See **Item B** Finding #1.

2. ***Use Standards.*** *The proposed Conditional Use shall comply with the use specific standards of Division 6.1.*

Complies as conditioned. Staff finds that the proposal is compliant with the standards of Division 6.1. The proposed Institutional (Education) use is an allowed use within the Public/Semi-Public – (P/SP) zoning district with the approval of a Conditional Use Permit.

3. ***Visual Impacts.*** *The design, development, and operation of the proposed Conditional Use shall minimize the visual impact of the proposed use on adjacent lands.*

Complies. Staff finds that the proposed facility will minimize the visual impact on adjacent lands by situating the building adjacent to Veronica Lane. The design will also include a delineated parking area and entrance which is helpful in keeping the use contained to a certain area.

4. ***Minimizes adverse environmental impact.*** *The development and operation of the proposed Conditional Use shall minimize adverse environmental impacts.*

Complies. Staff finds that the proposed use will not have an adverse environmental impact. The site is also not located within the NRO and SRO, and all proposed use and operations will be conducted within previously platted and an otherwise developed area save for the vacant lots the facility will be built upon.

5. ***Minimizes adverse impacts from nuisances.*** *The development and operation of the proposed Conditional Use shall minimize adverse impacts from nuisances.*

Complies as conditioned. Parking has the greatest potential to be a nuisance to the surrounding neighborhood. The applicant has provided a preliminary parking management plan that addresses parking demand through class scheduling, alternative mode use requirements, fees and incentives, advanced management techniques, and contingency-based overflow parking locations if needed. Conditions of approval have been added to address potential impacts from parking.

6. ***Impact on Public Facilities.*** *The proposed Conditional Use shall not have a significant adverse impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMT facilities.*

Complies. Staff finds that the proposal will not have significant impacts on public facilities and services as conditioned.

7. ***Other Relevant Standards/LDRs.*** *The development and operation of the proposed Conditional Use shall comply with all standards imposed on it by all other applicable provisions of the LDRs and all other Town Ordinances.*

Complies. Staff finds that the proposed use and building improvements complies with the provisions of the LDRs and with all other Town Ordinances. Since the property is located within the P/SP zone, development standards such as setbacks, building height, FAR, etc. are flexible.

8. ***Previous Approvals.*** *The proposed Conditional Use shall be in substantial conformance with all standards or conditions of any prior applicable permits or approvals*

Not applicable to this proposal.

[ATTACHMENTS](#)

Request for Continuance by Applicant 12/13/18
Stockhouse-Patterson HOA Letter of Protest and Signatures
Response from Applicant - Holland & Hart
Parking Management Plan - Schematic
Applicant Submittal
Department Reviews
Public Comment

STAKEHOLDER ANALYSIS

The main stakeholders are the community members who will attend/work for CWC-Jackson, business owners who will employ the graduates locally, and adjacent property owners in the Stockhouse-Patterson Addition.

PUBLIC COMMENT

Staff received a phone call on 4/26 from Ms. Liza Hoke, a property owner in the Stockhouse-Patterson Addition with questions pertaining to the Zoning Map Amendment request. In particular, Ms. Hoke sought clarification on the differences that P/SP zoning would entail for the project. Staff also discussed the proposed zone change for the other lots in the Stockhouse-Patterson Addition to CR-3 with the District 3-6 LDR updates. Ms. Hoke also sought materials related to the required neighborhood meeting which were sent to her via email.

Staff received an email on 4/27 from Mr. Jim Stockhouse, co-developer of the Stockhouse-Patterson Addition and a lot owner in the subdivision. Mr. Stockhouse has concerns about the zoning change to accommodate a larger sized building in the subdivision and questions what the impact the building will have on traffic, parking, infrastructure, snow storage, impermeable surface area / stormwater runoff, landscaping, and general aesthetics to the subdivision. The email is attached to this report.

Staff met with Ms. Liza Hoke on 5/29 in regards to the scale of the proposal, traffic and infrastructure impacts, and other P/SP zoned properties in town.

Staff received a Letter of Protest on 5/29 addressed to Council from John Wylie of Wylie Baker LLP which is attached. The firm represents the Stockhouse-Patterson Homeowner's Association (the "HOA") whose members own Lots 1-8 of the Stockhouse Patterson Addition to the Town of Jackson. The letter protests the applicant's proposal for a Zoning Map Amendment to rezone Lots 3 and 6 to P/SP zoning, and the request for a Conditional Use Permit. The HOA is concerned about the scale of the proposed facility and the impact it will have on parking in the subdivision. In addition, the HOA is concerned about the impacts the CWC facility will have on the subdivision's infrastructure and sewer system, noting that the HOA is responsible for the operation and maintenance of Veronica Lane and the sewer infrastructure. Please see the Legal Review section below regarding the requirements of State Statute as it affects the Zoning Map Amendment vote by Council as a result of the Letter of Protest, and regarding the applicant's formal response to the Letter of Protest.

FISCAL IMPACT

There will be no significant fiscal impact to the Town if the proposed project is approved as proposed.

STAFF IMPACT

There will be no significant impact to staff resources if the proposed project is approved.

LEGAL REVIEW

Complete. The applicant has held a series of meetings with the Stockhouse-Patterson Home Owners Association in an attempt to alleviate the concerns of the HOA. Staff and the applicant have continued this item multiple times to provide additional time for the parties to reach a resolution. As of this writing, however, the applicant has yet to reach an official agreement with the HOA and the HOA has not withdrawn its Letter of Protest. Per Wyoming State Statute, an affirmative vote of three-fourths of all members of the

Council is required to make effective the Zoning Map Amendment as a result of the Letter of Protest:

15-1-603. Regulations; protest makes change ineffective; exception; hearing and notice.

(a) If there is a protest against a change in the regulations, restrictions or district boundaries signed by the owners of twenty percent (20%) or more of the area of the lots included in the proposed change, or of those immediately adjacent within a distance of one hundred forty (140) feet, the change is not effective except upon the affirmative vote of three-fourths (3/4) of all the members of the governing body. In determining the one hundred forty (140) feet, the width of any intervening street or alley shall not be included.

Due to the protest submitted by the Stockhouse-Patterson HOA, which appears to provide the required landowner signatures to meet State requirements, the Council is now required to have **four (4) affirmative votes** (i.e., 3/4 of a 5-person board) to adopt the proposed zoning map amendment to P/SP.

Additionally, attached hereto is a letter from the Applicant to the Town Attorney formally responding to the Letter of Protest from the HOA.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

Item A: The Planning Director recommends **approval** of a Zoning Map Amendment P18-048 for the property located at 235 and 255 Veronica Lane from Commercial Residential - 3 (CR-3) to Public-Semi-Public (P/SP-ToJ), subject to three ordinance readings.

Item B: The Planning Director recommends **approval** of a Sketch Plan P18-047 for a new two-story CWC Jackson Center for the property located at 235 and 255 Veronica Lane, subject to the department reviews attached hereto and 6 conditions of approval:

1. The applicant shall provide a landscape plan prepared by a licensed Wyoming Landscape Architect which reflects the minimum plant unit requirement with adequate screening at Development Plan submittal.
2. The applicant shall indicate the location and dimensions of required trash and recycling enclosures at Development Plan submittal.
3. Prior to Development plan submittal the applicant shall coordinate with the Pathways Coordinator regarding bicycle parking location, design, and quantity.
4. At Development Plan submittal the applicant shall provide a final Parking and Snow Management Plan. This plan shall clarify in detail the proposed strategies and tools the applicant will use, such as management of class schedules, carpooling, off-site shared parking, etc., to ensure that the proposed parking is adequate to handle all of CWC's demand without negatively impacting Veronica Lane or surrounding land owners.
5. The applicant shall demonstrate that the sidewalks on site are buffered from the adjacent travel lanes by landscaping and/or surfacing, or are otherwise detached at Development Plan submittal.
6. This Sketch Plan shall not be effective until the third ordinance reading of the Zoning Map Amendment is approved.

Item C: The Planning Director recommends **approval** a Conditional Use Permit P18-049 for the Institutional: Education/Daycare use for a CWC Jackson Center for the property located at 235 and 255 Veronica Lane, subject to the department reviews attached hereto and 3 condition of approval:

1. If the Town becomes aware, either through neighbor complaint or its own investigation, that parking for the site is inadequate and causing significant neighborhood conflicts, the Town Council shall

review the parking plan and CUP and may require the applicant to implement operational changes (e.g., parking fees, formal shared parking agreements, limitations on class sizes, etc.) to reduce parking conflicts to acceptable levels. If conflicts are unable to be resolved the Council may consider revocation of the applicant's Conditional Use Permit.

2. This CUP shall not be effective until the third ordinance reading of the Zoning Map Amendment is approved.
3. The CWC-Jackson center shall schedule the majority of classes at times during the day that do not coincide with peak traffic hour volumes (7 to 9 a.m. and 4 to 6 p.m.) in order to lessen traffic

SUGGESTED MOTIONS

Item A: Based upon the findings for a Zoning Map Amendment as presented in the staff report for P18-048 and by the applicant related to 1) The proposed project is consistent with the purposes and organization of the LDRs.; 2) Consistency with the Comprehensive Plan; 3) Public necessity; 4) Consistency with other adopted Town Ordinances I move to **approve** a Zoning Map Amendment for the property located at 235 and 255 Veronica Lane from Commercial Residential - 3 (CR-3) to Public-Semi-Public (P/SP-ToJ), and direct staff to prepare the required ordinances for first reading.

Item B: Based upon the findings for a Sketch Plan as presented in the staff report for P18-047 and by the applicant related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with LDRs & Town Ordinances; 5) Conformance with past permits & approvals for Item P18-047,48,49, I move to **approve** a Sketch Plan for a new two-story CWC Jackson Center for the property located at 235 and 255 Veronica Lane, subject to the department reviews attached hereto and 6 conditions of approval:

1. The applicant shall provide a landscape plan prepared by a licensed Wyoming Landscape Architect which reflects the minimum plant unit requirement with adequate screening at Development Plan submittal.
2. The applicant shall indicate the location and dimensions of required trash and recycling enclosures at Development Plan submittal.
3. Prior to Development plan submittal the applicant shall coordinate with the Pathways Coordinator regarding bicycle parking location, design, and quantity.
4. At Development Plan submittal the applicant shall provide a final Parking and Snow Management Plan. This plan shall clarify in detail the proposed strategies and tools the applicant will use, such as management of class schedules, carpooling, off-site shared parking, etc., to ensure that the proposed parking is adequate to handle all of CWC's demand without negatively impacting Veronica Lane or surrounding land owners.
5. The applicant shall demonstrate that the sidewalks on site are buffered from the adjacent travel lanes by landscaping and/or surfacing, or are otherwise detached at Development Plan submittal.
6. This Sketch Plan shall not be effective until the third ordinance reading of the Zoning Map Amendment is approved.

Item C: Based upon the findings for a Conditional Use Permit as presented in the staff report for P18-049 and by the applicant related to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals with past permits & approvals for Item P18-047,48,49, I move to **approve** a Conditional Use Permit for the Institutional: Education/Daycare use for a CWC Jackson Center for the property located at 235 and 255 Veronica Lane, subject to the department reviews attached hereto and 3 condition of approval:

1. If the Town becomes aware, either through neighbor complaint or its own investigation, that parking for the site is inadequate and causing significant neighborhood conflicts, the Town Council shall review the parking plan and CUP and may require the applicant to implement operational changes (e.g., parking fees, formal shared parking agreements, limitations on class sizes, etc.) to reduce parking conflicts to acceptable levels. If conflicts are unable to be resolved the Council may consider revocation of the applicant's Conditional Use Permit.
2. This CUP shall not be effective until the third ordinance reading of the Zoning Map Amendment is approved.
3. The CWC-Jackson center shall schedule the majority of classes at times during the day that do not coincide with peak traffic hour volumes (7 to 9 a.m. and 4 to 6 p.m.) in order to lessen traffic

From: [Brendan Schulte](#)
To: [Brendan Conboy](#); [Tyler Sinclair](#)
Cc: [Matt Kim-Miller](#); [Audrey Cohen-Davis](#); [Floren Poliseo](#); [Brad Tyndall](#); [Larry Pardee](#); [Susan Durfee](#); [Noseep Willie](#); [Beth Monteiro](#); [Lori Ridgway](#)
Subject: Request for Continuance
Date: Thursday, December 13, 2018 11:27:03 AM

Brendan/Tyler,

After meeting this morning CWC has decided to request the town council to grant another continuance to a date to be determined by staff. We understand that this may require a re-noticing of the project and an amendment/resubmittal of the application to include a request for TOJ acceptance of Veronica Lane.

We will be in attendance Monday night to answer any questions.

Brendan Schulte, LEED AP BD+C, ND

Senior Planner

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Jackson, WY · Pinedale, WY

May 29, 2018

Town of Jackson Town Council
P.O. Box 1687
150 East Pearl Avenue
Jackson, WY 83001

Delivered via email and hand delivery (council@jacksonwy.gov)

RE: *Protest to Central Wyoming College's Zoning Map Amendment and Conditional Use Permit at 235 and 255 Veronica Lane, Jackson, Wyoming*

Dear Council Members:

This firm represents the Stockhouse-Patterson Homeowner's Association (the "HOA"), whose members own Lots 1-8 of the Stockhouse-Patterson Addition to the Town of Jackson (Plat No. 822). This letter presents the HOA's concerns about the zone change proposed by Central Wyoming College (the "CWC") that will be discussed at the Town Council's June 7, 2018 meeting. The CWC is proposing its new facilities on Lots 3 and 6 of the Stockhouse-Patterson Addition (235 & 255 Veronica Lane, Jackson, WY) pursuant to a proposed zoning map amendment ("ZMA") as well as a conditional use permit ("CUP").

While the HOA is not opposed to the presence of a new CWC facility in Jackson or in the Stockhouse-Patterson subdivision, the HOA is concerned about the potential impacts to the Stockhouse-Patterson subdivision and HOA if CWC's current proposal is approved.

Standards for Approval & Opposition

The proposed ZMA seeks to change the zoning for CWC's property located at 235 and 255 Veronica Lane from Auto-Urban Commercial (AC) to Public/Semi-Public (P/SP). The standards for approving this ZMA are as follows:

The advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

- 1. Is consistent with the purposes and organization of the LDRs;*
- 2. Improves implementation of the desired future character defined in the*

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- Illustration of Our Vision chapter of the Comprehensive Plan;*
3. *Is necessary to address changing conditions or a public necessity; and*
4. *Is consistent with the other adopted Town Ordinances.*

(TOJ LDRs § 8.7.2.C.).

The CWC asserts that its proposed ZMA is necessary to allow CWC to build facilities that are much larger than the facilities that would be allowed under the current AC zoning. The current AC zoning would allow for a 7,079 square-foot facility when using a .25 floor area ratio (FAR), whereas the proposed P/SP zoning does not provide a FAR limitation on the size of the facility. (Planning Commission report, p. 4.) If approved, CWC's proposed zoning change would allow CWC to construct a 17,358 square-foot facility—more than twice the size of the facility that would be allowed under the current zoning. A zone change permitting a structure of this size is not necessary to achieve the goals of the LDRs, the vision of the Comprehensive Plan, and the objectives for neighborhood character for this area of Midtown—these goals can all be accomplished with a smaller building within the limitations of the *existing AC zoning*.

Please accept this letter as the HOA's official protest of the CWC's proposed ZMA in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations. We will supplement this correspondence with the required signatures for this protest by the end of the week.

By this letter, the HOA also presents its opposition to the issuance of the CUP. The necessary findings for approval for a CUP are as follows:

A conditional use permit shall be approved upon finding the application:

- 1. Is compatible with the desired future character of the area;*
- 2. Complies with the use specific standards of Div. 6.1.;*
- 3. Minimizes adverse visual impacts;*
- 4. Minimizes adverse environmental impacts;*
- 5. Minimizes adverse impacts from nuisances;*
- 6. Minimizes adverse impacts on public facilities;*
- 7. Complies with all other relevant standards of these LDRs and all other Town Ordinances; and*
- 8. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

(TOJ LDR, 8.2.4.C.) The HOA strongly opposes the scale of the proposed CWC facility as inconsistent with these necessary findings for a CUP. Therefore, the HOA opposes the issuance of the CUP.

Specific Areas of Concern

Given its familiarity with 235 & 255 Veronica Lane, the members of the HOA are uniquely positioned to foresee issues with the parking and infrastructure that will be necessary to support the proposed CWC facilities. The HOA is concerned about how the subdivision's current

parking spaces, access road, and septic system will each be impacted by the CWC's proposed facilities. These three issues are discussed in more detail below.

First, the HOA is concerned about the impact the CWC's proposed facilities will have on the subdivision's parking. The Stockhouse-Patterson subdivision currently consists of several businesses. The existing parking is utilized by the HOA's members, which are all local businesses. The parking spaces currently serving the businesses within the subdivision are maximized and there are often no parking spaces available. The Town of Jackson Planning Commission report, issued April 27, 2018, states a need for an additional 30 parking spaces as a result of CWC's proposed facilities. (*CWC Jackson Center Sketch Plan Application, Conditional Use Permit and Zoning Map Amendment*, hereinafter "Sketch Plan," p. 18.) The subdivision's parking areas are insufficient to serve the CWC's additional use, even with an additional 30 parking spaces. It is extremely likely that CWC's employees, guests, and students will use the parking areas of other businesses when overflow is needed, and this usage will make the current parking shortage a much bigger problem. Even if the HOA attempts to prohibit CWC use of other parking spaces, the HOA will be the party forced to enforce parking. This level of enforcement is something the HOA is not currently doing, so an additional administrative burden will likely be forced upon the HOA with its associated increased costs.

Second, the HOA is concerned about the impact CWC will have on its access road. The subdivision is serviced by a private right-of-way known as Veronica Lane. The Planning Commission report estimates that "the proposed development will add an additional 530 trips per day during the fall and during peak enrollment to the adjacent transportation network of Maple Way." (Planning Commission report, p. 7.) The HOA is responsible for the operation and maintenance of Veronica Lane. CWC's proposed increased use of Veronica Lane will place a large maintenance burden on the HOA. A small group of private property owners should not have to shoulder the financial responsibility of maintaining an access road for a community college.

Third, the HOA is concerned about the increased impact on its sewer connections to the Town's wastewater system. The Planning Commission report sets forth as follows:

The water and sanitary sewer services will be connected to service lines owned and controlled by the subdivision HOA. The HOA-owned service lines run along Veronica Lane connect to Town of Jackson Water and Sewer Mains at the intersection of Maple Way and Veronica Lane. Maintenance of the HOA-owned service lines on Veronica Lane are[sic] the responsibility of the HOA.

(Sketch Plan, p. 15.) In addition to the increased load on the sewer system that would be incident to any educational facility, CWC's proposed facilities include culinary programs. Commercial kitchens place an additional, atypical load on sewer systems. The Sketch Plan states, "The ability of the existing lift station and Town of Jackson infrastructure that serves Veronica Lane to handle the increased flows from the project will be confirmed." (Sketch Plan, p. 17.) However, the HOA is more generally concerned about all of its sewer infrastructure, and the financial impact of maintaining the same under this increased load. Again, the HOA feels it is inequitable that a small group of private property owners be forced to bear an increased financial burden for

CWC's use.

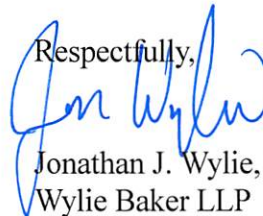
Summary & Conclusion

Although the HOA is not opposed to the presence of CWC within its subdivision, the HOA believes that the large, 17,000-square-foot scale of the CWC facilities is not necessary to bring CWC facilities to Jackson. The HOA opposes the issuance of the ZMA and the CUP as a result of its concerns set forth above. These concerns present practical considerations that have not been adequately considered in the Town's process of evaluating the CWC proposal. The proposed ZMA and CUP place an inequitable and undue financial burden associated with a public educational facility on a small, private subdivision. Each of the HOA's concerns would be addressed by a smaller-scale version of the CWC facilities applying the current zoning.

Therefore, the HOA respectfully requests that the Council **deny** the ZMA that would change the 235 & 255 Veronica Lane zoning from AC to P/SP. The HOA also respectfully requests that the Council **deny** CWC's CUP. In the alternative, should the Council decide to approve the CWC proposal, the HOA requests **conditional approval**, and for the Council to include conditions that address each of the HOA's concerns set forth in this letter. Of course, any approval also needs to comply with W.S. 15-1-603(a).

Representatives of the HOA will be in attendance at the Town Council meeting to discuss the items set forth in this letter and answer any questions you may have. Thank you for your consideration.

Respectfully,



Jonathan J. Wylie, Partner
Wylie Baker LLP

CC: Sandy Burdyshaw, Town Clerk (via email only at sbirdyshaw@jacksonwy.gov)
Audrey Cohen-Davis, Town Attorney (via email only at acohendavis@jacksonwy.gov)

June 5, 2018

Town of Jackson Town Council
P.O. Box 1687
150 East Pearl Avenue
Jackson, WY 83001

Delivered via email and hand delivery (council@jacksonwy.gov)

RE: *Protest to Central Wyoming College's Zoning Map Amendment and Conditional Use Permit at 235 and 255 Veronica Lane, Jackson, Wyoming*
Submission of signatures

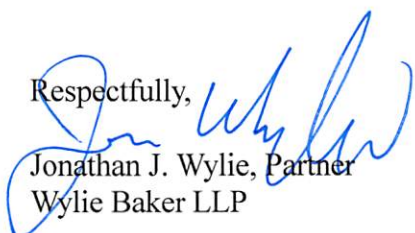
Dear Council Members:

This letter follows up from my May 29, 2018 letter.

First, we understand that the Town Council hearing on the zoning map amendment ("ZMA") and conditional use permit for the CWC campus proposed to be located at 235 & 255 Veronica Lane, Jackson, WY, which are Lots 3 and 6 of the Stockhouse-Patterson Addition subdivision, has been postponed until August 6, 2018. We will schedule our plans to appear at this hearing accordingly.

Second, my May 29, 2018 letter stated that signatures regarding the Stockhouse-Patterson Homeowner's Association members' protest to the ZMA in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations would be forthcoming. Please find signatures from 4 out of the 6 lots that sit within 140 feet of the proposed CWC site enclosed herewith as Exhibit A. If additional signatures are obtained, we will supplement this correspondence.

Respectfully,


Jonathan J. Wylie, Partner
Wylie Baker LLP

CC: Sandy Burdyslaw, Town Clerk (via email only, sbirdyslaw@jacksonwy.gov)
Audrey Cohen-Davis, Town Attorney (via email only, acohendavis@jacksonwy.gov)

Enclosures: Exhibit A – Signatures of owners of Lots 1, 2, 4 & 5 of the Stockhouse-Patterson Addition subdivision

172 Center Street, Suite 200
P.O. Box 4211
Jackson, Wyoming 83001
o: 307.733.6688
f: 307.733.3758

Exhibit A

The following property owners protest the Zoning Map Amendment proposed regarding Lots 3 & 6 of the Stockhouse-Patterson Addition to the Town of Jackson in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations. This amendment seeks to change the zoning for these lots from AC zoning to P/SP zoning to allow for the development of Central Wyoming College (CWC) facilities. The undersigned own property within 140 feet of the proposed CWC site.

2LSN, LLC,
a Wyoming limited liability company

P.O. Box 3737
Alpine, WY 83128
270 Veronica Lane
Lot 1, Stockhouse-Patterson Addition


By: HEIDI E. TOLSON
Date: 5/30/2018

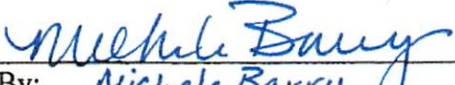
Robert Maxwell Dunstan
Family Trust, U/A/D June 24, 2007

P.O. Box 136
Wilson, WY 83014
1135 Maple Way
Lot 7, Stockhouse-Patterson Addition

By: Kaidi Morgan Dunstan, Trustee
Date: _____

PML, LLC,
a Wyoming limited liability company

P.O. Box 14580
Jackson, WY 83002
275 Veronica Lane
Lot 2, Stockhouse-Patterson Addition


By: Michele Barry
Date: 5/30/2018

Maple Way LLC,
a Wyoming limited liability company

P.O. Box 454
Jackson, WY 83001
1115 Maple Way
Lot 8 Stockhouse-Patterson Addition

By: _____
Date: _____

Hoke & Co., LLC,
a Wyoming limited liability company

P.O. Box 130
Wilson, WY 83014
250 Veronica Lane
Lots 4 & 5, Stockhouse-Patterson Addition

By: _____
Date: _____

Exhibit A

The following property owners protest the Zoning Map Amendment proposed regarding Lots 3 & 6 of the Stockhouse-Patterson Addition to the Town of Jackson in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations. This amendment seeks to change the zoning for these lots from AC zoning to P/SP zoning to allow for the development of Central Wyoming College (CWC) facilities. The undersigned own property within 140 feet of the proposed CWC site.

2LSN, LLC,
a Wyoming limited liability company

P.O. Box 3737
Alpine, WY 83128
270 Veronica Lane
Lot 1, Stockhouse-Patterson Addition

By: _____
Date: _____

Robert Maxwell Dunstan
Family Trust, U/A/D June 24, 2007

P.O. Box 136
Wilson, WY 83014
1135 Maple Way
Lot 7, Stockhouse-Patterson Addition

By: Kaidi Morgan Dunstan, Trustee
Date: _____

PML, LLC,
a Wyoming limited liability company

P.O. Box 14580
Jackson, WY 83002
275 Veronica Lane
Lot 2, Stockhouse-Patterson Addition

By: _____
Date: _____

Maple Way LLC,
a Wyoming limited liability company

P.O. Box 454
Jackson, WY 83001
1115 Maple Way
Lot 8 Stockhouse-Patterson Addition

By: _____
Date: _____

Hoke & Co., LLC,
a Wyoming limited liability company

P.O. Box 130
Wilson, WY 83014
250 Veronica Lane
Lots 4 & 5, Stockhouse-Patterson Addition

By: Elizabeth Hoke, Mgr.
Date: 05-30-18

June 25, 2018

Town of Jackson Town Council
P.O. Box 1687
150 East Pearl Avenue
Jackson, WY 83001

Delivered via email and hand delivery (council@jacksonwy.gov)

RE: *Protest to Central Wyoming College's Zoning Map Amendment and Conditional Use Permit at 235 and 255 Veronica Lane, Jackson, Wyoming*
Submission of additional signature

Dear Council Members:

This letter follows up from the letter from Jon Wylie dated June 5, 2018 regarding the zoning map amendment ("ZMA") and conditional use permit for the CWC campus proposed to be located at 235 & 255 Veronica Lane. By that letter, you received several signatures evincing the Stockhouse-Patterson Homeowner's Association members' protest to the CWC ZMA in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations.

The purpose of this letter is to provide you with an additional signature from the owner of Lot 8 of the Stockhouse-Patterson Addition. Enclosed please find this signature. You now have protest signatures from Lots 1, 2, 4, 5, and 8 of the Stockhouse-Patterson Addition.

Respectfully,



Laurie J. Stern, Associate Attorney
Wylie Baker LLP

CC: Sandy Burdyslaw, Town Clerk (via email only, sbirdyslaw@jacksonwy.gov)
Audrey Cohen-Davis, Town Attorney (via email only, acohendavis@jacksonwy.gov)

Enclosures: Signature of owner of Lot 8 of the Stockhouse-Patterson Addition

Exhibit A

The following property owners protest the Zoning Map Amendment proposed regarding Lots 3 & 6 of the Stockhouse-Patterson Addition to the Town of Jackson in accordance with W.S. § 15-1-603 and section 8.7.2 of the Town of Jackson Land Development Regulations. This amendment seeks to change the zoning for these lots from AC zoning to P/SP zoning to allow for the development of Central Wyoming College (CWC) facilities. The undersigned own property within 140 feet of the proposed CWC site.

**2LSN, LLC,
a Wyoming limited liability company**

P.O. Box 3737
Alpine, WY 83128
270 Veronica Lane
Lot 1, Stockhouse-Patterson Addition

By: _____
Date: _____

**Robert Maxwell Dunstan
Family Trust, U/A/D June 24, 2007**

P.O. Box 136
Wilson, WY 83014
1135 Maple Way
Lot 7, Stockhouse-Patterson Addition

By: _____
Date: _____

**PML, LLC,
a Wyoming limited liability company**

P.O. Box 14580
Jackson, WY 83002
275 Veronica Lane
Lot 2, Stockhouse-Patterson Addition

By: _____
Date: _____

**Maple Way LLC,
a Wyoming limited liability company**

P.O. Box 454
Jackson, WY 83001
1115 Maple Way
Lot 8 Stockhouse-Patterson Addition

By: _____
Date: _____

**Hoke & Co., LLC,
a Wyoming limited liability company**

P.O. Box 130
Wilson, WY 83014
250 Veronica Lane
Lots 4 & 5, Stockhouse-Patterson Addition

By: _____
Date: _____

Manager Mapleway LLC
Thomas Hoke
By: _____
Date: 6/6/18



September 24, 2018

BY E-MAIL

Audrey Cohen-Davis
Town Attorney
Town of Jackson
150 E. Pearl Street
Jackson, WY 83001

RE: Central Wyoming College's request for approval of a zoning map amendment, sketch plan, and conditional use permit to develop a new educational center; planning items P18-047, 048, and 049

Dear Audrey:

You have asked us to correspond with the Town on two matters: (1) whether Central Wyoming College is exempt from the Town of Jackson's zoning regulations, and (2) the status of discussions between Central Wyoming College (CWC) and the owners association for the Stockhouse-Patterson Addition (the Association). This letter relates to 235 and 255 Veronica Lane, which are owned by CWC.

Summary:

1. The CWC property should be zoned public/semi-public. Based on a Wyoming Attorney General opinion that found that school district property is not subject to local zoning requirements, CWC's property should be zoned public/semi-public. The Attorney General opinion was based on the fact that the State Board of Education has authority over school district site selection and this state-level right preempts local zoning powers.

While CWC is not a "school district," the same reasoning of the Attorney General opinion should apply to CWC, which is a statutorily-created "community college district" and a subdivision of Fremont County. Similar to the Board of Education's role for school districts, the state-level Wyoming Community College Commission is in charge of approving the state-wide plan for all community colleges, which includes planning for all community colleges, general budgeting, *approval of all capital construction*, and creating a statewide college system that meets the express goals of the state.

Further, all community college facilities are subject to the authority of two other state-level agencies: the State Building Commission and the State Construction Department. The State Building Commission is involved in establishing, reviewing and prioritizing construction plans, capital budgets, and long-range plans, including future building space needs. The State Construction Department serves a further role of reviewing, analyzing and studying construction needs and providing engineering and design review, among other functions. The State Building

Commission submits these plans and a request for funds to the legislature for the legislature's consideration.

Because of the State's role in planning for, constructing dictating the parameters for community college district facilities, the property owned by CWC should be zoned in the public/semi-public category or otherwise exempted from zoning requirements that conflict with the capital plans of the relevant State agencies. Of note, CWC's facility will involve state-appropriated funds.

2. CWC is in the process of discussions with the Association for the Stockhouse-Patterson Addition. The Stockhouse-Patterson Addition is subject to a set of private covenants. As you know, the Association has raised concerns about the impact that CWC's project may have on the Stockhouse-Patterson Addition. We have not yet reached an agreement with the Association on how these concerns may be resolved, but we have made a proposal to the Association in relation to traffic, parking and infrastructure. Because of the Attorney General opinion and because the private covenants are just that—private covenants—we do not believe that unresolved private covenant matters should halt the Town's consideration of the zoning map change and related applications.

Discussion:

1. The CWC property should be zoned public/semi-public based on an Attorney General opinion reviewed school district property and has reasoning directly applicable to Wyoming community colleges. The Wyoming Attorney General issued an opinion on whether a school district is "subject to the zoning authority of a city, town, or county." This Opinion Number 81-14 is attached as Exhibit A to this letter. The Attorney General came to the conclusion that school site selection is "within the authority of the State Board of Education, clearly a state agency" and thus "As to school site selection, the Wyoming legislature has delegated that authority to state and local school officials and thus preempted county officials from applying their zoning requirements to public schools." Meaning, because the State Board of Education and local trustees have the authority to site schools, city/town or county zoning is preempted.¹

The opinion specifically noted a state statute that provides that the State Board of Education is required to "Prescribe minimum standards with which public schools and other educational institutions receiving money from any state funds, except the University of Wyoming and the community colleges, must comply. Such standards relate to and include: . . . (B) Site selection and building and construction of public schools." Former W.S. 21-2-304(a)(i).²

Central Wyoming College is in a very similar position to school districts, and thus the Attorney General opinion should apply to CWC's property. Just like a school district,

¹ Of note, that Attorney General opinion went on to conclude that "a public school is subject to reasonable city-town and county building codes," a separate point from zoning considerations.

² This statute has been amended to remove a specific reference to "site selection," but the other provision noted in the attorney general opinion remains in place, that "Subject to review by the state construction department . . . for any project involving state capital construction assistance," a school district's board of trustees is empowered and required to "fix the site of each school building and facility considering the needs of the people of each portion of the district." W.S. 21-3-110(a)(x).

Central Wyoming College is a separate governmental subdivision, whose budgeting, siting and construction process is overseen by state agencies: the Wyoming Community College Commission, the State Building Commission and the State Building Department.

Central Wyoming College is a “community college district,” created by state statute, W.S. § 21-18-101, *et seq.* As a community college district, it is a subdivision of Fremont County. W.S. § 21-18-102(a)(viii). The full name of Central Wyoming College is “Fremont County Community College District, State of Wyoming.” W.S. § 21-18-301. Community college districts do not constitute a “school district.”³ Thus, the overall structure of community college districts must be reviewed in light of the reasoning in the Attorney General opinion.

In Wyoming, community college districts involve a mix of state level functions and county/community college district level functions. At an overarching state level, the “Wyoming Community College Commission” exists to establish a strategic plan for community colleges and to approve capital construction projects that involve state funds. W.S. § 21-18-201, -202(a)(v), -202(d)(v), -202(h). The seven-member Wyoming Community College Commission is appointed by the governor, with the advice and consent of the senate.

The Wyoming Community College Commission is required to:

- “Develop and maintain a statewide college system strategic plan for the delivery of educational programs in Wyoming by each college.” W.S. § 21-18-202(a)(v).
- “Approve all new capital construction projects in excess of one hundred thousand dollars (\$100,000.00) for which state funds are or could be eventually applied.” W.S. § 21-18-202(d)(v).
- “[R]eview, update and modify the statewide college system strategic plan. The plan shall clearly prescribe the components of the educational program and attach program components to statewide system priorities. This plan shall serve as the basis for state operational and capital construction budget requests and funding of the statewide college system for the applicable biennial budget period. In developing, reviewing and updating the strategic plan, the commission shall: . . . Include mechanisms within the planning process which adhere to the state's interests in establishing a statewide college system identified as assuring statewide access to academic programs, career-technical education and training programs, dual and concurrent enrollment programs, remedial and continuing education programs responding to needs of students, employers and the state

³ W.S. § 21-18-102(a)(xiv) (defines “school district” to exclude community colleges and community college districts); *see also Goshen Cty. Cmty. Coll. Dist. v. Sch. Dist. No. 2, Goshen Cty.*, 399 P.2d 64 (Wyo. 1965) (holding that community college districts are not school districts for purposes of constitutional debt limitations). We note that there is a state statute providing as to school districts (and not as to other governmental subdivisions) that “If a building owned by a [school] district meets the applicable standards . . . for use by the district to educate students and was previously used for the purpose of educating students, no municipal or county zoning requirements shall be construed or applied so as to prevent the district from using the building for the purpose of educating students, or to require the district to make any modification to the building as a condition of using the building for the purpose of educating students.” W.S. § 21-15-115(a). The 1981 opinion did not rely on this statute that applies to buildings that were previously used for education purposes.

workforce, including program access through outreach or coordinated electronic system technology.” W.S. § 21-18-202(d)(h).

Once approved by the Wyoming Community College Commission, all construction projects for community colleges require the involvement of two State agencies: the State Construction Department and the State Building Department. W.S. § 21-18-225. The State Construction Department first reviews budget requests and forwards these “recommendations for community college capital construction projects” to the State Building Commission. The State Building Commission prioritizes building needs for community colleges and processes and distributes state funds for buildings that have been approved by the legislature, after recommendations have been made by the State Building Commission. All disbursements of State funds need to be “in accordance with payment schedules established by rule and regulation” of the State Building Department, including approval by the State Building Department of project development, plans and change orders. W.S. § 21-18-225(j). All capital construction must comply with State Building Commission Regulations. W.S. § 21-18-225(b). The role of the State Construction Department in relation to community colleges has parallels to the role of the State Construction Department in relation to school districts. W.S. § 21-15-109.

The Wyoming Community College Commission, the State Building Commission and the State Building Department oversee the initial approvals for, and siting and construction of community colleges, according to rules and regulations adopted by those state agencies. State funds will make up a portion of the funding for Central Wyoming’s Jackson campus.

As the Wyoming Supreme Court has explained, “The authority of a municipality to adopt a zoning ordinance is limited by state statute, and the general grant of power to municipalities to adopt zoning laws in the interest of public welfare does not permit the local governing bodies to override the state law and the policies supporting it.” *Ahearn v. Town of Wheatland*, 2002 WY 12, ¶ 14, 39 P.3d 409, 415 (Wyo. 2002).

Because of the State’s involvement—which extends to a review and approval of the projected size and scope of CWC’s facilities, CWC’s property is subject to the same conclusion as was made as to school districts by the Attorney General.

In addition, municipalities often use public zoning categories to zone land owned by other governmental subdivisions. There are currently over a dozen properties in the Town of Jackson that are designated as public/semi-public zoning. Among these properties are St. John’s Hospital, properties associated with Teton County School District, the Teton County Courthouse, the Teton County Administrative Building, the public parking garage on Millward Street, Teton County Library, the Jackson Hole Fire House, the United States Post Office on Maple Way, and the administrative offices for Bridger-Teton National Forest. Each of these properties is controlled by the government or a governmental entity such as a school district or hospital district.

The LDRs allow for special purpose zones “for development and uses that are desired by the community, but not easily incorporated into the complete neighborhood and rural area zones.” Div. 4.1. Among the three types of special purpose zones are civic zones, which “accommodate

public and semi-public uses that are necessary to the community and require flexibility from the standards of the complete neighborhood and rural area zones.” Div. 4.2. And among the subtypes of civic zones are public/semi-public zones, which “may be under the control of federal, state, or local governments, or other governmental entities such as a school district or hospital district.” Div. 4.2.1. Exhibit B describes how two other jurisdictions (the City of Riverton and the City of Cheyenne) have zoned publicly owned property.

Like the various public/semi-public properties described above, the proposed new community college would be controlled by a governmental entity—Central Wyoming College—and would serve the civic function of promoting secondary education in Teton County. Therefore, there is a strong case for zoning the new campus as public/semi-public, which would allow Central Wyoming College flexibility to operate.

2. CWC is in the process of discussions with the Association for the Stockhouse-Patterson Addition. The private covenants applicable to the Stockhouse-Patterson Addition subdivision contain an architectural review process, where the Association has certain review and approval rights. In addition, those covenants provide a process for the Association to maintain and repair the private driveway, water and sewer systems that are part of this subdivision. These private covenants provide mechanisms for the private owners to work out any issues in relation to the common, private infrastructure. The questions that the Association has raised are going to be addressed, in their proper context—that of the private covenants.

As always, we are happy to discuss these matters further. Please let us know if you have any questions or concerns.

Sincerely,



Matt Kim-Miller

Exhibit A

Attorney General Opinion No. 81-14

See attached.

Westlaw.

1981 Wyo. Op. Atty. Gen. 75, 1981 WL 157757 (Wyo.A.G.)
(Cite as: 1981 Wyo. Op. Atty. Gen. 75, 1981 WL 157757 (Wyo.A.G.))

Page 1

1981 Wyo. Op. Atty. Gen. 75, 1981 WL 157757
(Wyo.A.G.)

Office of the Attorney General
State of Wyoming
Opinion No. 81-14

October 28, 1981

Lynn Simons Superintendent of Public
Instruction QUESTION #1:

What is a developer? Can a Laramie County
school District be a developer?

ANSWER:

See discussion.

QUESTION #2:

Is a school district subject to the zoning authority
of a city, town, or county?

ANSWER:

See discussion.

QUESTION #3:

Is a school district subject to the building codes of
a city, town, or county?

ANSWER:

See discussion.

QUESTION #4:

What fees may the City of Cheyenne or Laramie
County assess upon a school district pursuant to their
municipal police powers?

ANSWER:

See discussion.

PREFACE

Before engaging in any discourse on the statutes
and court decisions which have a bearing on these

questions, we want to preface our opinion by saying
that this matter presents a serious decision which
undoubtedly would be better resolved by clear and
unambiguous legislation formulated after open and
bigorous debate. But in view of present ambiguities
in the statutes, we offer the following as our opinion
after lengthy and cautious research and examination.

DISCUSSION OF QUESTION #1

What is a developer?

The term "developer" is not statutorily defined in
the planning and zoning or subdivision legislation for
either cities, towns, or counties. The term is defined,
however, under the joint Cheyenne and Laramie
County Subdivision Regulations as follows:

Subdivider or Developer. Any person who
causes land to be subdivided into a subdivision
for himself or others, or who undertakes to
develop a subdivision. Chapter II, Section 1. (aa)
1979.

The term "person," as used in defining a
developer, is defined in those same regulations as
follows:

Person. An individual, corporation,
government, or governmental subdivision or
agency, business trust, estate, trust partnership,
unincorporated association, or any combination
of the above, or any other legal or commercial
entity. Chapter II, Section 1(q.) 1979.

The term developer, employed in the city and
county regulations, is apparently intended to be
synonymous with the term subdivider.

For cities, the term "subdivision" is defined by
statute as "the division of a tract or parcel of land into
three or more parts for immediate or future sale or
building development." W.S. 15-1-501 (a)(iii).

For counties, "subdivider" means any person who
lays out any subdivision or parts thereof either for the
account of the subdivider or other." W.S. 18-5-
302(a)(vi). "Subdivision" means a division of a lot,
tract, parcel, or other unit of land into three (3) or
more lots, plots, units, sites, or other subdivisions of
land for the immediate or future purpose of sale,
building development or redevelopment, for
residential, recreational, industrial, commercial, or
public uses. . ." W.S. 18-5-302(a)(vii). For

counties, there are also certain exemptions. W.S. 18-5-303.

The critical statutory definition is that of a subdivision or subdivider of land. A city or the county is certainly free to use and define the term "developer," provided such definition does not attempt to expand and thus exceed the grant of authority expressed by the legislature in the cities' or counties' respective subdivision enabling legislation. See Attorney General Opinion 80-007.

Can a Laramie County school district be a developer?

The circumstances surrounding your request for an opinion reveal that this question might be more meaningfully asked as follows:

Is a school district subject to the authority of a city, town, or county to regulate real estate subdivisions, when developing school district lands for public school buildings or ancillary educational facilities? Cities, Towns, or Counties.

The construction of a public school building or ancillary educational facilities does not constitute the subdivision of land as defined either for cities and towns in W.S. 15-1-501(a)(iii), or for counties in W.S. 18-5-302(a)(vii). See Attorney General Opinions 81-010 and 79-035.

DISCUSSION OF QUESTION #2

We must examine this question separately as to cities and counties, their respective zoning authority not always being coterminous, (any contrary indication in Attorney General Opinion 81-002 notwithstanding).

Cities

City zoning authority is provided for in W.S. 15-1-601 to W.S. 15-1-611. The basic grant of zoning power is contained in Section 15-1-601, and reads in part as follows:

- (a) The governing body of any city or town, by ordinance, may:
 - (i) Regulate and restrict the:
 - (A) Height, number of stories and size of buildings and other structures;
 - (B) Percentage of lot that may be occupied;
 - (C) Size of yards, courts and other open spaces;
 - (D) Density of population; and
 - (E) Location and use of buildings,

structures and land for trade, industry, residence or other purposes; . . . (emphasis added). Construing the general language "or other purposes," as limited by the specific subjects of "trade, industry, [or] residence," it is our opinion that public school construction is not within the activities which may be regulated under this grant of authority. Town of Atherton v. Superior Court, 324 P.2d 328, 332-333 (Cal. App. 1958); 2A Sutherland Statutory Construction, Sec. 47.17 (4th ed. Sands 1973); State v. Copenhaver, 64 Wyo. 1, 184 P.2d 594 (1947); Witzenburger v. State, 575 P.2d 1100 (Wyo. 1978).

Counties.

County zoning authority is contained in two articles of Title 18, Chapter 5, Wyoming Statutes. Article 1 contains the enabling statutes on county regulation of sanitary facilities. Article 2 contains the general county zoning enabling legislation. See Attorney General Opinion 81-010. Both articles give counties the authority to regulate by zoning in the "unincorporated" areas of the county, as defined in W.S. 18-5-101.

W.S. 18-5-201 provides, in pertinent part:

To promote the public health, safety, morals and general welfare of the county, each board of county commissioners may regulate and restrict the location and use of buildings and structures and the use, condition of use or occupancy of lands for residence, recreation, agriculture, industry, commerce, public use and other purposes in the unincorporated area of the county. (emphasis added). Simple comparison of this provision with that of W.S. 15-1-601 reveals that public use is contemplated within the county's zoning legislation. However, by judicial decision, certain limits have been set on local zoning control with respect to public schools. A local government may not entirely exclude public schools from residential zones or from the boundaries of the municipality. 64 A.L.R. 3d 1087, 74 A.L.R. 3d 136; 6 Yokley, Zoning Law and Practice, Section 35-62 (4th ed. 1980).

Temperance of local zoning authority with regard to public schools stems from conflicting delegations of authority. Where cities and counties are given broad powers to regulate land use generally, school

officials are often given specific authority over school site selection. This same situation exists in Wyoming.

For the State Board of Education, the legislature has said:

(a) In addition to any other duties assigned to it by law, the state board [of education] shall:

i) Prescribe minimum standards with which public schools and other educational institutions receiving money from any state fund, except the University of Wyoming and the community colleges, must comply. Such standards shall relate to and include:

* * *

(B) Site selection and building and construction of public schools. . .

W.S. 21-2-304.

Subject to the authority of the State Board to establish minimum standards, school districts which are political subdivisions, Witzenburger v. State, supra, at 1110, 1113, fix the location of public schools. W.S. 21-3-110(a)(x).

In view of similar conflicts between school officials and municipal officials, the courts have applied one or more legal theories in order to resolve the dispute. The two most common legal theories applied by the courts are the doctrine of sovereign immunity and the theory of preemption.

Exemplary of the application of sovereign immunity is Hall v. City of Taft, 302 P.2d 574 (Cal. 1956). In that case, the California Supreme Court ruled that public schools were state property held in trust by local school officials, and as such, were exempt from the city's building restrictions. Involved in Hall were local zoning regulations and a municipal building code ordinance.

But in Port Arthur Independent School District v. City of Groves, 376 S.W.2d 330 (Tex. 1964), it was found that a school district was a political subdivision and not a state agency. Therefore, as a political subdivision, the school district was not cloaked by the state's sovereign immunity.

In Wyoming, minimum standards for school site selection are within the authority of the State Board of Education, clearly a state agency. Any waiver of sovereignty by the state must be clear and should not be inferred. Retail Clerks Local 187 v. University of Wyoming, 531 P.2d 884 (Wyo. 1975); Board of Regents of Universities v. City of Tempe, 356 P.2d 399 (Ariz. 1960). As to school site selection, the Wyoming legislature has delegated that authority to state and local school officials and thus preempted county officials from applying their zoning requirements to public schools. Town of Atherton v. Superior Court, supra; Hall v. City of Taft, supra; Board of Regents of Universities v. City of Tempe, supra.

DISCUSSION OF QUESTION #3

The authority to adopt and enforce building codes or regulations is related to and yet distinct from zoning authority. Both are exercises of the police power delegated by the state. Both deal generally with the manner of constructing, altering, or repairing physical structures. 62 C.J.S. Munic. Corp. Sections 224, 225. Although perhaps an over simplification, it may help to think of zoning as embracing the location and use of physical structures and building codes as addressing the condition and structural safety of buildings.

The Wyoming legislature recently amended W.S. 35-9-121 to provide, in part:

(b) The state fire marshal shall delegate complete authority to municipalities or counties who apply to enforce local or state fire, energy efficiency, building and electrical safety standards. The state fire marshal shall notify the governing body of the municipality or county of minimum fire prevention, energy efficiency, building and electrical safety standards and requirements of W.S. 35-13-101 and W.S. 35-13-102 and transfer jurisdiction and authority by letter. This delegation to local authorities does not evidence an intention to preempt the field of construction standards. As the state fire marshal's duties, before the amendment of W.S. 35-9-121 extended to public schools, those responsibilities now may be reposed in city or county officials upon proper application. W.S. 35-9-116.

Therefore, it is our opinion that a school district is subject to reasonable city and county building code requirements.

DISCUSSION OF QUESTION #4

1981 Wyo. Op. Atty. Gen. 75, 1981 WL 157757 (Wyo.A.G.)
(Cite as: 1981 Wyo. Op. Atty. Gen. 75, 1981 WL 157757 (Wyo.A.G.))

Page 4

It being our opinion that public school construction does not constitute real estate subdivision, and that it is not subject to city, town, or county zoning authority, no fees in connection with those activities may be charged. State v. City of Kansas City, 612 P.2d 578 (Kan. 1980).

But, it being our further opinion that a public school is subject to reasonable city-town or county building codes, those entities may charge reasonable fees in direct relation to services provided. Kansas City v. School District of Kansas City, 201 S.W.2d 930 (Mo. 1947); Hartford Union High School v. City of Hartford, 187 N.W.2d 849 (Wis. 1971); Unemployment Compensation Commission v. Renner, 143 P.2d 181 (Wyo. 1943).

Steven F. Freudenthal
Attorney General

Peter J. Mulvaney
Deputy Attorney General

Civil Division John W. Renneisen
Assistant Attorney General

Copr. (C) West 2006 No Claim to Orig. U.S. Govt. Works
1981 Wyo. Op. Atty. Gen. 75, 1981 WL 157757
(Wyo.A.G.)

END OF DOCUMENT

Exhibit B

Zoning of Governmentally-Owned Property in Other Jurisdictions

While some jurisdictions, like Central Wyoming College's home of Riverton and Fremont County, do not have a specific "public" zones within their zoning code, the City of Riverton does have the "Office and Institution" zone ("C-O"), which has been used to zone Central Wyoming College's campus. The Riverton Memorial Hospital (a public entity), and the Child Development Services of Fremont County, Inc., a nonprofit corporation, among other entities that are primarily public entities (though some private entities are included as having this zoning), also share this "Office and Institution" zone. Attached is an excerpt of Riverton's zoning map that shows CWC's main campus as being zoned Office and Institution. Per the Riverton zoning ordinance: "It is the intent of the office and institutional district 'C-O' to permit public, quasi-public, private, institutional and professional service uses."⁴

In addition, the City of Cheyenne—which has to deal with many state government buildings—has a "Public District" zone. And, the City of Cheyenne uses that Public District zoning for the many government building within that city.

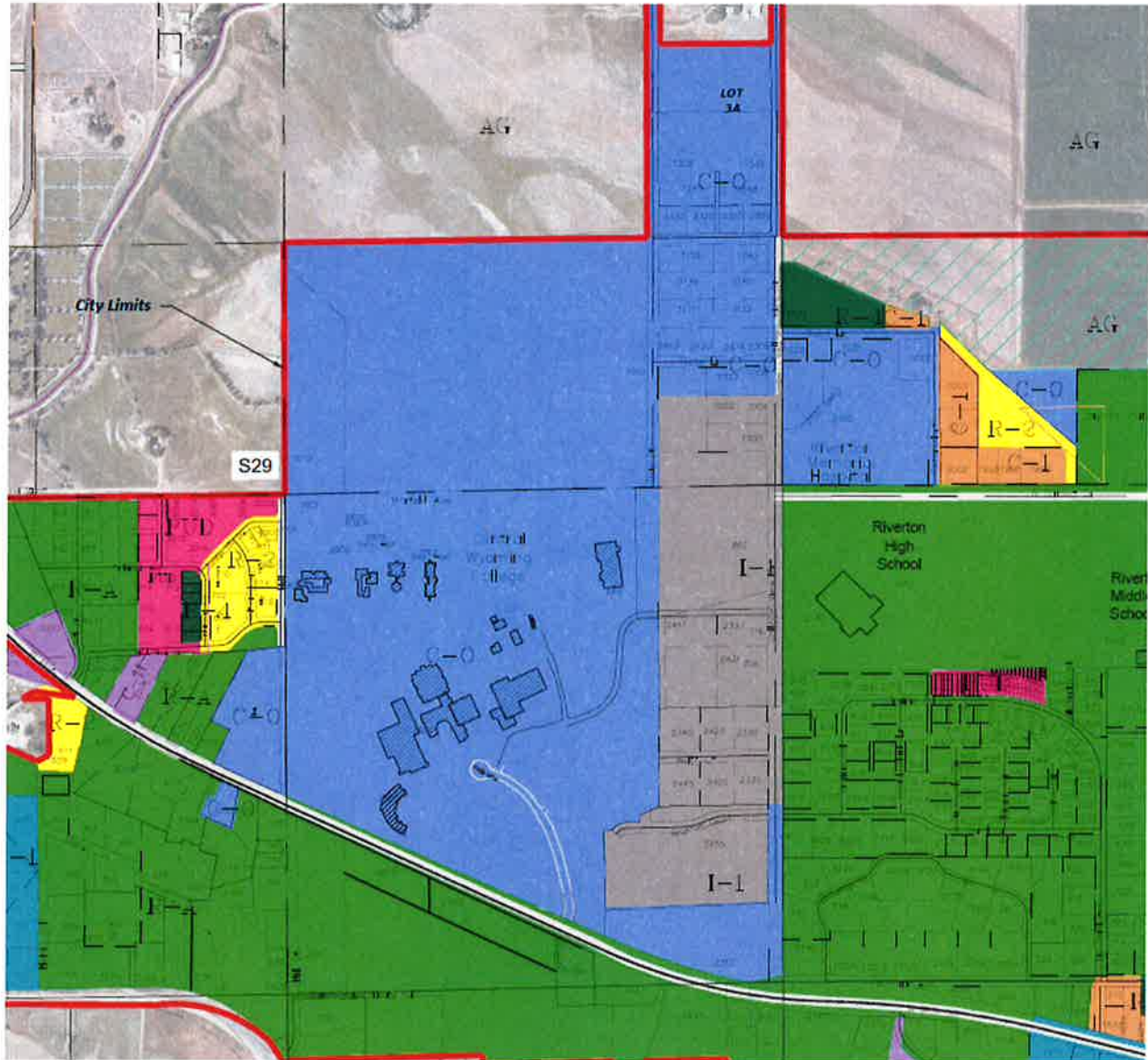
The light blue in the Cheyenne zoning map excerpt below relates to the Public District, which "is intended primarily for public sites, buildings and uses where activities conducted provide service to the public, including educational facilities, recreational areas, and community service facilities" and is "applicable to government buildings and uses in areas where it is necessary to support adjacent or nearby development with public services or facilities, and specifically the Parks and Open Space or Public and Quasi-public future land use categories in the Comprehensive Plan."⁵

See attached zoning maps:

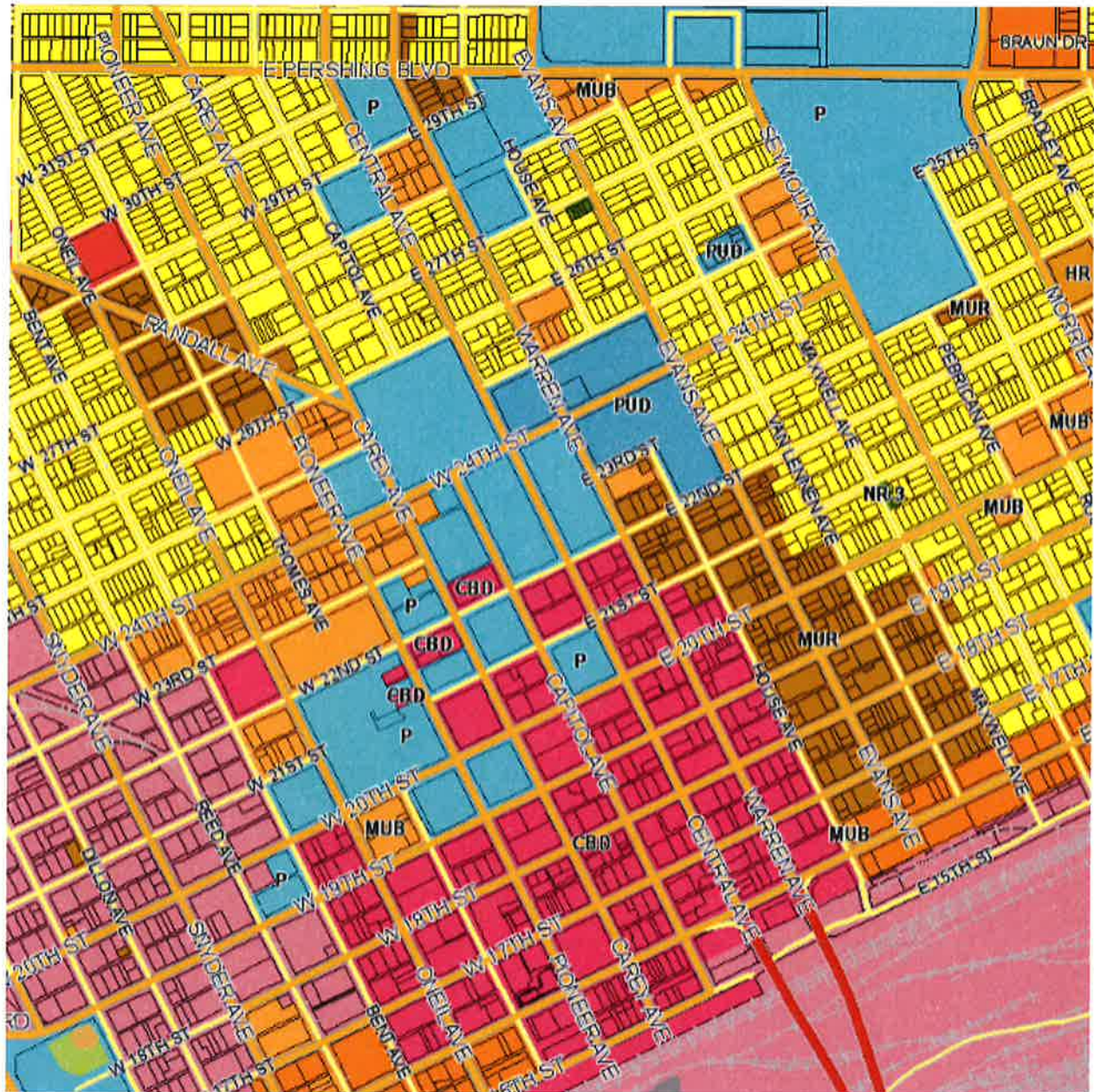
⁴ <http://qcode.us/codes/riverton/>.

⁵ <https://www.cheyennecity.org/DocumentCenter/View/26398/Entire-UDC-as-amended-171113?bidId=>

City of Riverton Zoning Map Excerpt



City of Cheyenne Zoning Map and GIS Excerpt





CENTRAL WYOMING COLLEGE – JACKSON CENTER PARKING MANAGEMENT PLAN - SCHEMATIC

Prepared by: Jorgensen Associates, P.C.

Date: August 27, 2018

Project No.: 17067

The Central Wyoming College – Jackson Center (CWC) is being developed on Lots 3 & 6 within the Stockhouse-Patterson addition to the Town of Jackson. This parking management plan considers the schematic design of the new building, its programming, and ensures parking demands are met on site and will not adversely impact adjacent neighbors and/or the Veronica Lane corridor.

Central Wyoming College - Jackson Center

CWC currently operates out of the Community Center for the Arts. The Science, Nursing, and Culinary Arts programs have specialized lab and classroom space requirements that require partnerships with Jackson Hole High School, St. Johns Medical Center, and the Elks Club to provide auxiliary spaces and to alleviate some of the classroom demands. The new Jackson Center will consolidate these programs within one approximately 18,000 square foot building. Note that offsite coursework such as Nursing, CNA, and outdoor classes will still have some portion of their programs off site or in the field. CWC Jackson is less than 500 feet away from 2 START Bus stop locations. Dense mixed-use development patterns exist in the area providing housing options within walking distance (< 1/4 mile) to the Jackson Center. Faculty and students residing in this neighborhood can readily utilize alternative modes of transportation to access the Jackson Center.

CWC does not operate as a traditional business with 8 a.m. to 5 p.m. standard operating hours. It is a college serving the needs of non-traditional students. As many of these students have traditional day time jobs, a significant period of their operation extends into the evenings (after 6 p.m.). This allows CWC the ability to distribute classes, etc. throughout the day in a manner that minimizes impacts. CWC is committed to accommodating their parking requirements by balancing supply with a series of strategies targeted and managing parking demand.

It is also important to recognize that CWC has the ability to manage how faculty and staff commute to the Jackson Center by imposing strategies that must be adhered to.

Parking Demand

Demand will be driven by the number of students, professors and administrative staff needing to be at Jackson Center at one time while courses are being taught. Therefore, the course schedule is the most impactful factor that will affect parking demand. The scheduling of courses is first designed to meet the needs and schedules of our community and then to work around community concerns such as traffic and parking. To that end, CWC is currently developing a scheduling model that will identify the number of students, instructors, and administrative staff



that will be in the building at one time on an hourly basis. The model will allow shifting of class times to minimize the number of students on site at one time. Currently the peak demand for parking during business hours is estimated to be 43 people between 11am and 12pm. The highest peak demand of 60 people will occur between 8pm-9pm when the remainder of the neighborhood will be less active.

The parking demand will be compared to national and local parking demands identified based upon vehicular occupancy rates. Surveying existing students, instructors, and administrative staff to develop a CWC specific data set will assess current travel behavior and mode share to compare with standard rates. Parking demand by hour will be calculated based on people present at one time. Preliminary indications using standard rates and the proposed schedule indicate that the site addresses the probable demand. None of the on-street parking spaces available on Maple Way are considered in the calculations, providing a sizeable off-site parking supply buffer as a contingent supply to ensure no CWC overflow parking impacts neighboring properties.

Parking Strategies & Management Program

Parking management refers to policies, programs and strategies that result in more efficient use of parking resources. One does not solve parking demand by simply building more parking. Too much supply can be harmful as it makes commuting in a single occupant vehicle too convenient thus generating more traffic on Veronica Lane and the adjacent street network. Therefore, when developing the site plan, putting a reasonable constraint on parking will allow parking management to make the site more efficient and reduce the amount of traffic generated CWC.

Parking strategies and a management program will be developed to ensure supply is adequate. Cost-effective parking management programs can usually reduce parking requirements by 20-40% compared with conventional planning requirements, providing many economic, social and environmental benefits.

Strategies will be implemented in successive tiers as appropriate. Tier 1 strategies are anticipated to begin immediately upon the school opening its doors at the new location.

- **Tier 1 – Alternative mode use requirements:**

- Schedule balancing – CWC has the ability to manipulate the class schedule in a manner that can alleviate peak parking needs on site.
- Provide promotional information to students, employees and visitors about transit (START), rideshare and taxi services, bicycling facilities, and overflow parking options. Educate about the benefits and need for alternative travel modes.
 - Provide incentives for students to use START - CWC has begun conversations with START to identify opportunities for partnerships
- Carpooling – Estimated at 1.3 persons per car. Provide priority located spots or other incentives for carpoolers
- Bicycling – Bike Racks for 30 bikes are provided, 1 for each car parking space



- Walking – Sidewalks are depicted in the site plan to provide an inviting environment for walking – Students can walk from nearby housing, START bus stops and on street parking on Maple Way.
- **Tier 2 – As built evaluation and Fees/Incentives**
 - Incorporate excellent walking facilities, including sidewalk upgrades if needed to allow convenient access to nearby destinations, overflow parking facilities and transit stops. This would require cooperation from the other lot owners and Home Owners Association. The current 40' right of way is large enough to accommodate 2 travel lane 1 row of on-street parking and 1 sidewalk (note that some vehicles are already parking in this space)
 - Conduct a 2nd round of building occupant surveys once CWC is operational to evaluate “build out” parking behaviors at Jackson Center and assess the need for imposing further management strategies such as specific fees and incentives.
 - Permit Parking - As much as possible, users should pay directly for the parking facilities they use. This will include an enforcement program. CWC has offered to provide this to the HOA.
 - Incentives could include discounts to local cafes and restaurants using punch cards for utilizing multimodal options among others
- **Tier 3 - Advanced Management Techniques**
 - Parking Study – Full study of Jackson Center and neighborhood demands will further alter scheduling and enhance incentive/fee program
 - Car share spots – Typically substitutes for 5 personal vehicles reducing 4 parking spaces.
 - Trip reduction program – cashing out parking spaces. Staff and students are offered, as an example, \$50 per month. This typically reduces automobile commuting by 20%.
- **Tier 4 – Offsite and Overflow** - Develop a contingency-based overflow parking plan that indicates where is available nearby if on-site facilities are full, and how and spillover impacts will be addressed. For example, identify where additional parking spaces can be rented if needed. Begin providing offsite parking opportunities including:
 - Public on-street parking supplies - Maple Way is underutilized in the evenings or highest peak periods for the Jackson Center
 - Satellite parking - Private partnerships with nearby entities with parking supplies or entities in the Town of Jackson that are close the Town Shuttle

Town of Jackson
Project Plan Review History

PLANNING

Project Number	P18-047	Applied	2/21/2018	STOL
Project Name	Sketch Plan - CWC	Approved		
Type	SKETCH PLAN	Closed		
Subtype		Expired		
Status	STAFF REVIEW	Status		

Applicant	Jorgensen Associates, P.C.	Owner	FREMONT COUNTY COMMUNITY COLLEGE
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Site Address	City	State	Zip
235 & 255 VERONICA LANE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
STOCKHOUSE-PATTERSON ADDITION	22411632429003	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					
Building		2/21/2018	3/14/2018		
Jim Green					

Fire	APPROVED W/CONDITIONS	2/21/2018	3/14/2018	2/23/2018	Please read notes
Kathy Clay					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
MEMO					
FIRE REVIEW					

TO: Brendan Conboy, Associate Planner
Tiffany Stolte, Office Manager

FROM: Kathy Clay, Fire Marshal

DATE: February 23, 2018

SUBJECT: Central Wyoming College
235, 255 Veronica Lane
P18-046, 047, 048, 049

This office has received the request for a <summary of project> at the above location. The most current edition of the International Fire Code (IFC) and the 2017 edition of the National Electric Code (NEC) shall be used for building design.

PLEASE TAKE SPECIAL NOTE OF ALL ***STARRED*** ITEMS.

Comments include, but are not limited to:

General Requirements

1. Fire apparatus access shall be provided. (2015 IFC 503.1.1)
2. Visible address numbers, a minimum of 4 inches in height and 0.5 inch stroke width, shall be installed on all structures. (IFC 505.1)
3. Portable fire extinguishers shall be placed in accordance with code requirements. (IFC 906).
4. Interior finishes shall meet fire code requirements. (IFC Chapter 8)
5. Means of egress shall meet fire code requirements. (IFC Chapter 10)
6. The means of egress, including exit discharge, shall be illuminated at all times building space served by means of egress is occupied. (IFC 1008.1)
7. Any hazardous material storage shall meet fire code requirement. (IFC Chapter 27)
8. Should any fuel-fired appliances be installed, requirements for carbon monoxide detection shall be followed. (IFC 908.7)
9. Final fire inspection shall be required before certificate of occupancy is released.
10. Plans submitted to Fire Department for review shall consist of one set of paper plans and one set of electronic plans (CD, thumb drive, or PDF format).

Sprinklers

1. As determined by the Building Official, the structure will have an automatic fire sprinkler system in accordance with appropriate NFPA standard for the occupancy type. (IFC 903.2.7) Unless specified within construction document notes, systems shall be designed to NFPA 13.
2. Fire Department Connection (FDC) location shall be determined by the AHJ and noted in the fire sprinkler plan review.
3. Knox Box shall be installed in an approved location at each structure having a fire sprinkler system. (IFC 506.1)
4. Water main shall be installed in accordance to NFPA 13 and NFPA 24 to provide for proper clearances, seismic requirements, flushing and hydro testing. (IFC 901.4.1)
5. Fire flow requirements shall meet Appendix B of the International Fire Code.
6. Pitot water flow test is required on all new fire sprinkler installations for NFPA 13R and NFPA 13 systems. Plans will not be approved without certified test. (NFPA 291)
7. Horn/strobe shall be installed above the fire department connection. (IFC 912.2.2.1)
8. Room which houses fire sprinkler riser shall be no less than 5' x 7' in dimension and shall be accessible from outside grade. (IFC 903.2.11.1.1)
9. Concealed spaces within NFPA 13 protected structures having combustible materials shall comply with the requirements and may require additional protection. (IFC 903.3)
10. Exterior overhangs exceeding 4 feet shall be protected using fire sprinklers when combustible construction is used (NFPA 13).

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
11. Exterior egress stairways built of combustible construction shall be protected with fire sprinklers (NFPA 13).					
Alarms					
12. Building shall have a complete alarm system per NFPA 72. A full set of fire alarm plans from a fire alarm contractor shall be submitted with all calculations and cut sheets of all equipment.					
(IFC Chapter 9)					
13. Tactile appliances shall be installed where needed to notify occupants unable to see or hear emergency alarms, per most current edition of NFPA 72.					
14. Audible appliances provided for the sleeping areas to awaken occupants shall produce a low frequency alarm signal per most current edition of NFPA 72.					
15. Any structure with Group R occupancy shall have required carbon monoxide detection as required. (IFC915.1)					
Elevator, if provided					
16. Elevator shall comply with ASME A17.1 with Phase I and Phase II of elevator emergency operations; subject to recall if required. (IFC Section 607)					
Kitchen Fire Suppression					
17. Commercial cooking hood exhausting foods creating grease laden vapors shall be of Type I and follow requirements of the International Mechanical Code. (IFC 609.2)					
18. The automatic fire extinguishing system for commercial cooking systems shall be tested in accordance with UL300. (IFC 904.1)					
19. Horn strobe shall tie into the fire extinguishing system under the commercial hood and be placed to alert occupants in the dining area (IFC 904.3.4)					
Please feel free to contact me if you have any further questions at kclay@tetoncountywy.gov or 307-733-4732.					
Legal	APPROVED	2/21/2018	3/14/2018	3/14/2018	
A Cohen-Davis					
Parks and Rec	NO COMMENT	2/21/2018	3/14/2018		
Steve Ashworth					
Pathways	APPROVED W/CONDITI	2/21/2018	3/14/2018	3/21/2018	
Brian Schilling					

Type of Review	Status	Dates		Remarks
		Sent	Due	
Contact				
Notes				
(3/21/2018 3:49 PM STOL)				
P18-046 to 049, 235 and 255 Veronica (CWC) Pre-app				
Comments from Teton County/TOJ Pathways Department				
Status: approved w/conditions				
• General - o This area of town is highly supported by transit and convenient bicycle access to housing and other destinations throughout town. The development should prioritize access by bicycling and walking, and de-emphasize the standard car-oriented style of development seen in many of the surrounding properties. Given that it's a college building, it should include outstanding bicycle parking facilities, comfortable sidewalks, and elements that make walking and biking a viable, preferred option. The site should not be dominated by car-oriented infrastructure. (Currently half the site is dedicated to car access and parking). - o Dedicate more space to infrastructure that supports the purpose of this development—learning, and less space to storing personal vehicles. - o Make transit access a priority. • Bicycle Parking - o Given the location, type of use, and parking plan of the proposed development, there will be a high demand for bicycle parking. - o Bicycle parking is a critical element for a college building. - o Staff supports crediting the bike parking toward the development's overall parking requirement. - o The bike parking should ideally be a mix of short-term (for visitors, frequent/regular use) and long-term (for employees etc.). ? Short-term parking (for visitors or guests parking for a few hours or less): the recommended style for short-term bike parking is one or more "single inverted-U" racks. "Wave," "ribbon," and "toaster" style racks shall not be used. The best location for a rack area is immediately adjacent to the entrance it serves. The rack area should be as close as or closer to the front entrance than the nearest car parking space, visible from the front entrance, hardscaped, and should not obstruct pedestrian flow. ? Long-term parking (for employees/residents parking for more than a few hours—i.e. all-day or overnight): the recommendations for long-term parking include providing a secure, conveniently-accessed, well-lit, covered area with racks or lockers that will protect bikes from rain, snow and other elements and deter bike theft. The area does not have to be immediately adjacent to the access door for the business or residence, but should be located in a secure or monitored location or in a locked enclosure. Clustered bike racks, wall racks, or external bike lockers (i.e. not an indoor closet) are appropriate. - o At least one bike parking space should be provided for each car parking space. - o The bike parking should be constructed on a concrete pad. A grass surface will quickly deteriorate into mud from foot traffic during wet seasons and will be difficult to keep clear of snow. Also, a concrete surface will provide a more secure mounting surface for the racks and will discourage theft. - o The proposed location indicated on sheet A-01 works—concrete surface, near the main entrance—but it appears that there may be a capacity issue. It will be difficult to fit a sufficient number of racks in the indicated space. - o The rack area should be covered to provide sheltered parking, even for short-term parking. - o Staff supports including the bike parking towards the landscape surfacing requirement so that bike parking does not detract from the applicant's landscape requirements. Conversion of a car parking spot to bike parking would also be supported. - o Rack details and locations should be shown on site plans. - o Jackson Hole Community Pathways will be happy to provide additional background information and guidance on site selection, layout, rack specification, and rack installation. • Sidewalks - o Sidewalks should be buffered from adjacent travel lanes by vegetation and/or surfacing. - o On Veronica Lane, the row of trees should be placed adjacent to the curb to provide a buffer between the street lane and the sidewalk. The sidewalk should still be offset from the building face enough (at least 2') with vegetation or softening features that there is a 6' minimum clear space for pedestrians to walk. The proposed curb line along Veronica Lane could be moved to the east if necessary in order to accommodate an improved cross section. - o Similar concern for the access road to the parking area—make this a detached sidewalk so that pedestrians are not walking immediately adjacent to the travel lane.				
Planning	NO COMMENT	2/21/2018	3/14/2018	See Staff Report
Brendan Conboy				
Police	NO COMMENT	2/21/2018	3/14/2018	
Todd Smith				

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Public Works Brian Lenz (4/5/2018 6:21 PM BTL) Sketch Plan Review – APPROVED with Conditions	APPROVED W/CONDITI	2/21/2018	3/14/2018	4/5/2018	
P18-047 Jorgensen Associates, Brendan Schulte; for Central Wyoming College 235 & 255 Veronica Lane 4/5/2018 Brian Lenz, 307 733-3079					

*The following comments are being provided for use in preparation of future Development Plan submittals and are required for sufficiency.

In addition to the required Town of Jackson submittal requirements, The Engineering Department requests applicants to submit plans, documents, etc in electronic PDF format in addition to the standard paper submittal(s). Please submit these materials through Tiffany Stolte of the Planning Department (tstolte@jacksonwy.gov).

PRIOR TO DEVELOPMENT PLAN APPROVAL:

A construction-staging narrative and plan shall be submitted.

A detailed potable water system plan shall be provided on the plans consistent with the LDR's. This plan shall include but is not limited to:

1. Backflow device type, size, and locations
 - a. This development shall be equipped with a Reduced Pressure Principal Valve Assembly.
 - b. Any additional backflow prevention required by code, or recommended by the design engineer, shall be installed on the lab fixtures.
2. Water meter sizes and locations
3. Calculations, methodology, and modeling supporting the water calculations in the Engineer's Report, including fire demands.
 - a. Modeling and calculations should show if any upgrades to the water supply structure are required for this project. The Town's water supply lines in Maple Way are only 6-inch diameter, and the line in Veronica is only 4-inches.
 - b. A flow test of the Patterson-Stockhouse hydrant is recommended to verify modeling.
4. Consideration of the design to minimize the number of abandonments and connections to the water main, e.g. can the 4-inch service be tapped from one of the 1-inch abandonments.
5. The Town's understanding of the 4-inch private watermain in Veronica Lane is that it is not constructed to current Town Standards, and is not constructed of standard potable water supply materials, which should be considered in the design.

An irrigation system design (if applicable) with backflow system plan shall be provided on the plans consistent with the LDR's.

A detailed sanitary sewer system plan shall be provided on the plans consistent with the LDR's. This plan shall include but is not limited to:

1. Calculations, methodology, and peak flows for the wastewater calculations shall be included in the Engineer's Report.
2. Provide additional information on the lift station referenced in Engineer's report.
3. Consideration of the design to minimize the number of abandonments and connections to the sewer main, e.g. can the new 6-inch service and manhole connect at one of the 4-inch abandonments. Is a 4-inch service adequate and utilize one of the existing services?
4. The proposed doghouse manhole does not meet TOJ standards and should be installed as a pre-cast base with boots.

A Wyoming DEQ permit to construct is required for the construction of the water and sewer utilities.

Where ToJ standard details are used, use the latest standard detail, e.g. the typical trench detail does not meet the Town's standards. Providing a reference to the standard detail used is helpful for review purposes.

A detailed stormwater management plan for the site shall be provided on the plans consistent with the LDR's.

1. Pollution Abatement. Where a physical development, use, development option, or subdivision will cause the introduction of new pollutants into the runoff water, adequate provision shall be made for the storage, treatment, and removal of such pollutants.

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
2.	Review storm water calculations for the pavement C value and weighted C value. It appears to be zero in this application.				
3.	Underground infiltration systems require a notice of intent filed with the Wyoming DEQ for a 5D2 Rule Authorized UIC permit for storm water drainage facilities.				
4.	Results of 2018 groundwater monitoring.				

A complete grading and erosion control plan shall be provided on the plans consistent with the LDR’s. This plan shall include but is not limited to:

1. Proposed contours, spot elevations, break lines, tie ins to adjacent road and property grades.
2. Snow Storage area calculations; porous paver details. Clarify if snow storage takes up parking spaces.
3. Provide runoff routing information for the roof and it’s drains.
4. A pre-application conference for engineering will be required prior to building permit submittal.
5. ADA parking and access isle dimensions.
6. Dimensions of Parking along the building and sidewalk to allow for 2-feet of overhang. Rough scaling of the plans shows 18-foot long spaces with only a 5-feet wide sidewalk, which would reduce the sidewalk to less than 4 feet with a 2 feet overhang.
7. 3-inch-thick paving in two 1.5-inch thick lifts is not typical
8. Review water and sewer crossing detail. Notes 1 and 2 are the same.
9. Design engineer shall be required to inspect and certify final grading.

Public sidewalks and accessible route sidewalks shall conform to ADA standards.

Veronica Lane does not meet the standards for on street parking, which has been an issue, and could impede emergency access. No parking signs should be installed with the project.

For ease of review, it helps if the architecture, existing conditions, and civil plans are oriented the same way.

PRIOR TO BUILDING PERMIT APPROVAL:

The applicant shall be required to submit for Town Engineer and Planning Director approval a detailed construction staging/phasing plan and narrative on the expected public impact.

A complete and detailed landscaping plan shall be required.

All work to be completed within the Town’s right-of-way shall be specifically addressed.

PLEASE BE ADVISED THAT:

A Public Right-of-Way (Encroachment) Permit is required for any work within the public right-of-way.

Water and sewer services to be abandoned for the project shall be abandoned at the main.

Infrastructure improvements necessary to meet the capacity demands and requirements for the proposed development shall be the responsibility of the developer. The Town of Jackson is not responsible for upsizing or extending of potable water, sanitary sewer, or storm drainage to meet development needs so long as the existing utility systems are within a reasonable distance of the subject property.

Nothing in this approval constitutes an endorsement by the Town of Jackson of the construction or the design of the facility described herein.

This approval does not relieve the applicant from any duty to obtain any other permit or authorization that may be required by any provision of federal, state or local codes and ordinances; nor does it permit violation of any section of federal, state or local codes and ordinances.

J:\Public_Works\Engineering\DEVELOPMENT BY ADDRESS\VERONICA_LANE\225-235\APPLICATIONS\P18-046-049 SKETCH\P18-047 SKETCH Plan APPROVED w Conditions.docx

TC Housing Authority	NO COMMENT	2/21/2018	3/14/2018	2/21/2018	No Housing Requirement
Stacy Stoker					

From: Todd Cedarholm
To: [Don Frank](#)
Subject: Meeting Oct 1
Date: Tuesday, October 02, 2018 8:30:39 AM

Hi Don,

I know it sounds trite but thanks for your service. I don't believe most people understand what you guys do up there behind that bench but it isn't easy and you do it well.

A comment on the CWC application(s). I think the Planning Dept has put you, Town Council, in between a rock and a hard place. In my experience, the normal sequence for applications like this one is to deal with the zone change first before any detailed development application is received. By asking you to review a zone change and development application together, the applicant has an unwarranted expectation that the zone change is a done deal. The planners may have not expected any push back from the neighborhood and in the interest of efficiency encouraged the applicant to bring it in all at once.

I enjoyed your push back on Jim's parking lot comments!

Best to you and the family.

Todd Cedarholm, PLS
OSLS, Inc
PO Box 12290
155 West Gill Ave
Jackson, WY 83002
Office (307) 734-6131
Cell (307) 413-1219
todd@onsightsurvey.com

From: [virginia.march](#)
To: [Town Council](#)
Subject: Re-zoning of Veronica Lane
Date: Wednesday, October 31, 2018 8:44:17 PM

Dear Jackson Town Council,

I'm contacting you in support of approving the re-zoning of the Veronica Lane site for CWC to Public/Semi Public. This zoning change will allow CWC Jackson to move forward with their proposed facility which will benefit all members of our community.

Veronica Lane is an appropriate locality for CWC. Money has been approved for the land, architecture and engineering fees. To move this project forward we must have your vote to re-zone the area to PSP, which is the next needed step.

Thank you for your consideration. Sincerely, Cynthia Day Wilson, Wyoming

From: [Peggy Gilday](#)
To: [Pete Muldoon](#); [Don Frank](#); [Hailey Morton Levinson](#); [Bob Lenz](#); [Jim Stanford](#)
Subject: Town Council vote next Monday regarding CWC
Date: Wednesday, October 31, 2018 5:29:24 PM
Attachments: [image002.png](#)

To Members of Jackson Town Council,

Thank you for your continued service to our town.

This coming Monday, coming before you will be the P/SP zoning request for Central Wyoming College on the Veronica Lane site. I urge you to vote in favor of the request for the following reasons:

- Our community voted in support of the SPET tax for CWC on this site and this next step is integral to the project's progression. With large increases in land and construction costs, as well as cumbersome development processes, the time is now to continue to give CWC a chance for a permanent home.
- There are many positive attributes to this location for the CWC campus – walkability, access to paths, transportation, and varied services and amenities. Due to this excellent location, in concert with creative solutions and incentives provided by the college to staff and students, parking requirements may be lessened to address parking concerns.
- CWC is the only community college in Teton County and provides higher education opportunities, resulting in skilled labor and opportunities for expanding the minds of our community members.

Feel free to contact me with any questions or comments. I appreciate your consideration in this manner. Best regards,

PEGEMAILSIG122217



gydearchitects.com

From: [Jeff Rice](#)
To: [Town Council](#)
Subject: Rezoning Decision
Date: Wednesday, October 31, 2018 2:50:25 PM
Attachments: [image001.png](#)

Dear Jackson Town Council,

While the comments below were provided to me by the CWC, please know that I genuinely subscribe to them and hope you will make good decisions to support the needs here. As a local resident of 26 years and business owner/operator with 140 employees, this endeavor will provide critical long term value for our community on multiple levels. Please work to find the solutions necessary to move this forward. As a supporter of Central Wyoming College's vital presence in Jackson and Teton County, I'm contacting you today in support of approving the rezoning of the Veronica Lane site to Public/Semi-Public. This zoning change will allow CWC-Jackson to move forward with their proposed facility, which our community has needed for a long time.

The Town and County supported this current site and its placement on the SPET ballot. My fellow community members approved money for land, architecture, and engineering fees to move this project forward. The re-zoning to PSP would be the next step in the process to ensure CWC-Jackson's future. This site is appropriately located in a walkable part of town in close proximity to START Bus service, a grocery store, pathway system, post office, restaurants and other amenities. Veronica Lane is the appropriate place for CWC-Jackson. CWC-Jackson is Teton County's only community college and provides an essential need of higher educational opportunities, continuing education, English as a Second Language programs, and concurrent credit opportunities for high school students to our community. CWC-Jackson has been serving Teton County for over 40 years and the time is now to ensure their future home and program can continue into the next 40 years. Our community is in dire need of skilled labor – nursing, culinary and hospitality are in high demand and currently have a 100% employment rate upon graduation. CWC's future home will allow those programs to double capacity for students seeking to learn these important skills. Time is of the essence. Jackson construction costs continue to climb year after year to the tune of 10-12% in increased costs per year. CWC-Jackson and CWC are ready to invest in the future of Teton County students and costs can be saved by moving quickly on this opportunity. I understand there

are challenges related to parking; however, I trust that the college will work collaboratively with its neighbors, town, and within a parking management plan to come up with creative solutions. The value of having **a full-fledged college** for our community cannot be understated. **It is worth any struggles we'll need to overcome** to give our Town and County a true community college facility.

Thank you for your hard work and service! It counts!

Jeffrey S. Rice

Jackson Whole Grocer

jeff@jacksonwholegrocer.com

307-733-0450 Store

307-690 -7900 Mobile

www.jacksonwholegrocer.com



PO Box 8609

1155 S. Highway 89

Jackson, WY 83002

October 30, 2018

Dear Jackson Town Council,

I'm writing to urge your vote for rezoning Veronica Lane in order for CWC to move forward with their facility construction, which as you know, has already been supported in the SPET ballot.

For seven years in the early 80s I taught classes for CWC which enabled many teachers to earn their necessary continuing education credits. Over the past thirty years I have also taken many CWC classes for my own personal growth and interest. As a past high school teacher in this district, and most recently as a retired Teton County public librarian with 27 years service, I saw first-hand how this college has served many individuals – whether those who couldn't afford the move to a university setting, those who desired the academic stimulation or those who needed the educational opportunities it offered.

With your support CWC will continue to nurture individual's personal and professional growth while helping satisfy our unique need for a more skilled labor force. This is by far more important to me than monies allocated for future hotels, restaurants and recreational activities supporting tourism.

Your vote for this rezoning will show that you, too, recognize the need for CWC's stability, permanence and value in our valley. Thank you,

Debbie Schlinger

From: [Tom Montgomery](#)
To: [Pete Muldoon](#); [Hailey Morton Levinson](#); [Jim Stanford](#); [Don Frank](#); [Bob Lenz](#)
Subject: Veronica Lane rezoning for CWC
Date: Thursday, November 01, 2018 8:20:33 AM

Dear Pete, Hailey, Jim, Don and Bob,

Please approve the rezoning of the proposed CWC Veronica Lane site. While rezoning in Jackson is a political hot potato, I can't imagine a project more worthy of your complete support than this. To my mind, there will be indisputable community-wide benefits if we grow and strengthen higher education opportunities in Jackson. Therefore, I am hoping for unanimity from the council when it comes to this vote.

With thanks,

Tom Montgomery

P.O. Box 1962
Jackson, WY 83001
307.413.6584 cell
tommontgomery26@gmail.com



November 2, 2018

VIA EMAIL

Mayor Muldoon
Town of Jackson, Town Council
Jackson Wyoming 83001

Re: Items P18-047, 048 & 049 – CWC/Veronica Lane (Nov. 5th Meeting)

I am writing to you today to voice our strong objection to Central Wyoming College's (CWC) request for a Zoning Map Amendment from Commercial Residential-3 (CR-3) to Public/Semi-Public (P/SP) on their two lots purchased with SPET funds in the Stockhouse-Patterson private subdivision. I represent PML, LLC which is the adjacent property owner located at 275 Veronica Lane, within the Stockhouse-Patterson private subdivision.

I make reference to the SPET funds because I think it is important for the Town Council to remember that the precise location of the CWC proposed building as well as the proposed size and scope of the building, were not known at the time the SPET was put on the ballot in May of 2017 (below):

Proposition #3: Central Wyoming College (CWC) - Jackson Center \$3,820,000.00 for the purpose of funding acquisition of and, easements, planning, design, engineering, and construction of a new Central Wyoming College (CWC) - Jackson Center that shall hold classrooms, medical/science labs, offices, and a commercial kitchen. This project is sponsored by Central Wyoming College.

I actually voted for the CWC SPET Proposition as it was stated on the ballot, and fully support CWC, however the size and scope of the current proposed project does not belong within the Stockhouse-Patterson subdivision; the subdivision simply cannot support such a project from both an infrastructure (sewer, parking, roadway, etc.) and safety (narrow private road, congestion and blind spots turning left onto Maple Way, etc.) standpoint. No discussion was had with Stockhouse-Patterson HOA or Board before CWC purchased the two lots with the SPET funds, which it seems they did without the project conforming to the current Zoning, as well as the subdivision CC&Rs. I guess that is why we are here, they want to squeeze a square peg into a round hole (change zoning, get

CUP, etc.) and have the remaining owners within the subdivision bear the cost and impact of such changes.

I will not get into the increased traffic, parking, and all of the other incidental problems with the project since our main concern at this time is the proposed Zone Amendment. We have discussed the Town taking over the road to help mitigate the impact, but who is to pay for that? Again, the neighbors surrounding the project?

I respectfully request that the Town vote NO on the proposed Zone Amendment and help CWC to realize that a 17,358 square foot building just cannot be located where they have proposed – within the Stockhouse-Patterson Private Subdivision.

Thank you for your consideration,



Michele Barry



PACIFIC MARINE LOGISTICS, INC.

PO Box 14580, Jackson, WY 83002 • 275 Veronica Lane, Suite 202, Jackson, WY 83001 phone • 307-734-1445 fax • 307-734-2715

Hoke & Co. LLC

November 2, 2018

Mayor and Councilmen
Town of Jackson
Jackson, WY 83001

RE: CWC Zone Change and Sketch Plan

Dear Mayor Muldoon and Councilmen:

On Monday you will be hearing the CWC proposal for a zone change and sketch plan proposal in the Stockhouse-Patterson private subdivision. We own the two lots directly east of CWC. There are only eight lots in total in the subdivision. While we support the work of the College, we have grave concerns about its size and impact on Veronica Lane.

When CWC bought their two lots with SPET tax money, there was a lack of foresight on what their impact would be on the subdivision. Now they are attempting to force an elephant's foot into a ballet slipper. The zone change, sketch plan approval and CUP should all be considered as a package, not piecemeal, with clear appreciation on the impacts to the other five lot owners.

You have heard much discussion about CWC parking, or lack of, and problems associated with the greatly increased ingress and egress from Maple Way to Veronica Lane. We have safety concerns associated with illegal parking on Veronica Lane and the lack of police enforcement and access for fire protection. The staff report has said little about the impact on our private infrastructure: water and sewer, road maintenance and snow removal in our subdivision.

By allowing a public/semi public zone change for CWC, you will be placing the burden of support on five private landowners. We in effect will be subsidizing a community college that benefits the entire Valley. We cannot support this zone change unless the CWC approval is unconditionally tied to Town annexation of Veronica Lane. If annexation requires upgrades to the infrastructure, then that should be the sole responsibility of CWC.

Thank you for your consideration of our concerns. We hope the outcome will be reasonable and fair to all concerned.

Sincerely,

A handwritten signature in dark ink, appearing to read "B. Hoke" followed by a flourish, and then "+ Liza Hoke" written in a cursive script.

Liza and Bland Hoke
Managers, Hoke & Co LLC



Central Wyoming College
2660 Peck Avenue
Riverton, Wyoming 82501

The Honorable Pete Muldoon
Town of Jackson
150 East Pearl Avenue
P.O. Box 1687
Jackson, Wyoming 83001

November 5, 2018

Dear Mayor Muldoon and Town Councilors,

Thank you for all the time you have given to discussing, reading and considering our CWC-Jackson project. We appreciate all the support we have received from the community over the last 40 plus years and from elected officials who recognize the value of community colleges and educational opportunities.

A permanent home for Central Wyoming College – Jackson has been in the works for over eight years now, and we are so close to having a home in an appropriate location. We believe our currently proposed location on Veronica Lane makes the most sense for the college and the community. Located near START Bus, pathways, grocery, restaurants and other amenities means that our students and faculty have a very walkable campus which strongly supports public transportation to and from classes.

We know that our neighbors have serious concerns over the size of our proposed building, parking, and water/sewer issues. We hear them and understand these concerns. Central Wyoming College, the State of Wyoming Building Commission, and Jorgensen Associates have and will continue to work with the HOA to address these concerns.

Central Wyoming College buildings are under the State of Wyoming Building Commission and have to go through the state's process and their programming. Their requirements and standards determined our building size.

Our top two programs – nursing and culinary require a lot of space since they entail commercial kitchens, chemistry labs, and separate classrooms. These Teton County programs have a 100% employment rate upon graduation. We are very proud to have such exemplary programs given the fact that our current students are meeting in many different places across Teton County including our classrooms located in the Center of the Arts. A future permanent home will

provide the opportunity to grow these programs and provide state-of-the-art equipment and labs for our students.

Parking is also a concern to our neighbors. Central Wyoming College will work with staggering our class schedules, providing incentives to students and faculty alike, and continue to engage in conversations with larger parking lots surrounding our campus to address parking concerns. We honestly feel that its location near START and pathways is crucial to making these incentives successful and we are committed to supporting alternative transportation by providing bus passes, bike storage, and possibly our campus could be a location for START Bike as well. Teton County is a prime community to incentivize these alternates as so many locals are already using these modes to commute to work, school and activities.

Above all, we are excited about the next 40 years in Teton County. We plan on building on our successes and striving to provide Teton County with exceptional educational programming through professional degrees, talks, classes, and outreach. We are incredibly proud of our recent "Nations Within a Nation" discussions on Native American identity and history as well as our recently released "Inspired Kitchen: Recipes from CWC's Culinary Arts Program" cookbook. These programs and avenues for creativity are essential for our community's health and well-being. Your support means Central Wyoming College will have a permanent home in Teton County for years to come and we will have the opportunity to continue to build upon our programming and educational outreach. Jackson and Teton County deserves a full-fledged college and the Veronica Lane site is a great, central location.

Thank you again for your consideration, and we look forward to working with the Town of Jackson and their incredible staff as we move forward together.

Sincerely,



Dr. Brad Tyndall
President, Central Wyoming College



Susan Durfee
Director, Central Wyoming College-Jackson

From: [Brendan Conboy](#)
To: ["Jim Stockhouse"](#)
Subject: RE: Proposed Zoning Change for CWC
Date: Friday, April 27, 2018 11:18:00 AM

Hi Jim,

Thank you for your comments. I will attach your comments to the staff report packet. The Planning Commission hearing is this coming Wednesday, 5/2, at 5:30 p.m.

Regards,
Brendan

From: Jim Stockhouse [mailto:daddcorp@gmail.com]
Sent: Friday, April 27, 2018 11:01 AM
To: Brendan Conboy <BConboy@jacksonwy.gov>
Subject: Proposed Zoning Change for CWC

Dear Mr. Conboy:

I am writing this email to express my concerns on the application for zoning change from the current AC ZONE to Public/Semi Private Use. This will increase the size of the building allowed and FAR. I was a co-developer of the Stockhouse/Paterson Addition and the only remaining developer with lot ownership in the subdivision. I am also a codeclarant of the CCR's and the only declarant with an interest in the subdivision.

I am concerned with the size and scope of the proposed building and its affect on traffic, parking, infrastructure, snow storage, increased impermeable surface area / water runoff, and general aesthetics in the subdivision.

At 17,358 square feet (SF), that is more than half again (158%) as big as the Hoke building, the largest building in the subdivision, on the same sized two lots. The application states "Parking will be confined to the site and off Veronica Lane." If all lot owners park their customers/patients/students on Veronica Lane, two cars would not be able to navigate Veronica Lane, passing in opposite direction. I was not allowed to count parking on Veronica Lane towards my parking requirements. I believe I was required to provide a parking space for each 300 SF. My building is 4,490 SF so that was 16.63 parking spaces. I planned 17 when I built. I realize there are different parking requirements for different proposed uses and at the time, more parking was required for a medical office than general office space but the parking requirements got higher after I built and I think a school will have more traffic than a medical office. The Hoke building is 11,004 SF and I believe they have 30 - 31 parking places or 355 to 367SF per parking space. If you took that ratio and applied it to the CWC building it would be 48 - 49 parking spaces. CWC will have 9 full time employees leaving only 21 parking spaces for students. The plan relies heavily on bike and bus transportation to the classes. That is not a plan. In the winter in Jackson, bike transportation decreases to maybe 10% of summer. Students will be forced to find alternative transportation because there will be no parking. How many students will be dropped off and picked up doubling the car count on Veronica Lane. They anticipate the college could generate 530 trips in 14 hrs. What is a trip? A trip to the store is there and back. Is that potentially 1,060 vehicle count on Veronica Lane? 530 trips

in 14 hrs is an average 38 trips/hr and it won't be perfectly uniform. During the busy times there may be 50 or more in an hour and 26 or less during the slow times. 50 trips plus 9 employees is going to need more than 30 parking places. The plan for parking is woefully inadequate and will affect the rest of the subdivision. Students will poach other businesses parking spaces.

They state on p. 21 of the application, "We do not anticipate this additional traffic to be an issue." I think it will be an issue. At 38 trips/hr, potentially 76 additional cars/hr on Veronica Lane, 38 trying to get out onto Maple Way, a very busy street especially late afternoon, traffic will get backed up on Veronica Lane. Traffic will be an "issue," especially in winter.

When I built, I had to provide storage for the snow that was plowed from the parking areas or haul it off property. With a building this large there will not be room to store the snow. Will they be required to haul it off instead of just plowing to the end of the parking area taking up two parking spots? I also had to provide storage for the runoff of a 100 yr storm. Where will there be room for that? With a 17,358SF building and adequate parking there will not be enough lot size to provide required landscaping, and permeable surface area so all the rain runoff and snow melt doesn't flood the street and flow to the Veronica Lane/Maple Way intersection where there already is a problem with ice dams in the winter.

With a bigger building, they will have more students and more waste going to the lift station. Even if the engineers say the lift station can handle it, it will make the pump work more decreasing the life expectancy of the pump. Is that fair to the other lot owners? There will be more wear and tear on all the infrastructure.

I don't think a 17,358 SF building fits in with the size and scale of the buildings in the rest of the subdivision. Liza Hoke provided me with the SF of the other buildings as follows: Pacific Bldg 7659 SF, Toolson 4780 SF, Hoke 11004 on two lots, Whitechapel 5782 SF, and my building is 4990 SF. The subdivision was developed and planned for buildings to comply with the requirements and limitations of the AC ZONE.

I like CWC. I grew up in Riverton where their main Campus is located. My wife attended CWC. I am not opposed to having CWC located in our subdivision. But I am opposed to changing the zoning to allow a 17,358 building with its associated impacts on traffic, parking, infrastructure, snow storage, increased impermeable surface area / water runoff, landscaping, and general aesthetics to the subdivision.

Thank you for your consideration.

Regards,
Jim Stockhouse

From: [Brendan Conboy](#)
To: "hoke@wyoming.com"
Subject: CWC Materials
Date: Friday, April 27, 2018 8:32:00 AM
Attachments: [17067_20180216_CWC Sketch-ZMA-PDF Compilation_Binder1.pdf](#)
[image001.png](#)

Hello Ms. Hoke,
It was nice chatting with you yesterday. I have attached all of the materials submitted by CWC for their Sketch Plan, CUP, and Zoning Map Amendment application. The attendance list for the neighborhood meeting is on page 146 of the PDF. Feel free to call me with any other comments or concerns.
Sincerely,
Brendan

Brendan Conboy
Associate Planner
Town of Jackson
P.O. Box 1687
Jackson, WY 83001
(p)(307) 734-3493
(f)(307) 734-3563
bconboy@jacksonwy.gov
www.townofjackson.com

From: [Brendan Conboy](#)
To: ["Tom Kohlhardt"](#)
Subject: RE: CWC rezoning
Date: Wednesday, May 2, 2018 8:06:00 AM

Hi Tom,

Thank you, I will provide the Commission with a copy your comments.

Regards,
Brendan

-----Original Message-----

From: Tom Kohlhardt [<mailto:tkolhart@gmail.com>]
Sent: Wednesday, May 2, 2018 8:04 AM
To: Brendan Conboy <BConboy@jacksonwy.gov>
Subject: CWC rezoning

Hi Brandon, this letter is a comment on the rezoning app for CWC building. I am a coowner with Jim Stockhouse of the dental office building on Veronica Lane. I am in agreement with Jim's comments regarding the rezoning for CWC. All points that he brought up are valid and more consideration should be given to them prior to approval by the planning commission.

Thanks Tom Kohlhardt

Sent from my iPad

From: [Brendan Conboy](#)
To: ["Jim Stockhouse"](#)
Subject: RE: Proposed Zoning Change for CWC
Date: Friday, April 27, 2018 11:18:00 AM

Hi Jim,

Thank you for your comments. I will attach your comments to the staff report packet. The Planning Commission hearing is this coming Wednesday, 5/2, at 5:30 p.m.

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From: Jim Stockhouse [mailto:daddcorp@gmail.com]
Sent: Friday, April 27, 2018 11:01 AM
To: Brendan Conboy <BConboy@jacksonwy.gov>
Subject: Proposed Zoning Change for CWC

Dear Mr. Conboy:

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Thank you for your consideration.

Regards,
Jim Stockhouse



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: DECEMBER 13, 2018
MEETING DATE: DECEMBER 17, 2018

SUBMITTING DEPARTMENT: PLANNING DEPARTMENT
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTERS: BRENDAN CONBOY

SUBJECT: (P18-046) A REQUEST FOR WAIVER OF REVIEW FEES ASSOCIATED WITH A REQUEST FOR A NEW EDUCATIONAL CENTER FOR CENTRAL WYOMING COLLEGE

OWNER: CENTRAL WYOMING COLLEGE

APPLICANT: BRENDAN SCHULTE, JORGENSEN ASSOCIATES

STAFF NOTE: The applicant has requested that the items be continued to a date uncertain.

STATEMENT/PURPOSE

The applicant has requested a fee waiver on behalf of Central Wyoming College, a governmental educational entity, for the development review fees associated with an application for Sketch Plan/Conditional Use Permit/Zoning Map Amendment for a new educational center for Central Wyoming College. The applicant has submitted this request pursuant to Ordinance 939 of the Town of Jackson and Municipal Code section 15.04.090.

The requested fee waiver would apply to a property located at 235 and 255 Veronica Lane.

BACKGROUND

Pursuant to Ordinance 939 the Town Council may reduce, defer or waive application fees upon the request of an applicant if the proposed project advances significant community goals, which include, but are not limited to the following:

1. *A project that is sponsored by a governmental entity or a project that receives public funding.*
2. *A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.*

Should Town Council make the determination that this proposal advances significant community goals as described above, a motion has been provided below for the waiver of the fees.

The applicant has proposed to develop a two-story, 17,358 square foot building to house Central Wyoming College's Jackson Outreach Center for which a Zoning Map Amendment, Sketch Plan, and Conditional Use Permit have been applied for (P18-047, 48, & 49).

ATTACHMENT

Fee waiver request from applicant

FISCAL IMPACT

The approval of a fee waiver for this development review would result in the Town not receiving \$4,500 (\$2,500 Sketch Plan; \$500 Conditional Use Permit; \$1,500 Zoning Map Amendment).

STAFF IMPACT

None identified.

LEGAL REVIEW

Not Applicable.

RECOMMENDATION

No recommendation has been provided by the Planning Director given the nature of this request. Please note that the Council has the option to reduce, defer, or waive such application fees if desired.

SUGGESTED MOTION

I move to **approve** Item P18-046, a request to waive the \$4,500 fee for Brendan Schulte/Jorgensen Associates for the development review fees associated with an application for Sketch Plan/Conditional Use Permit/Zoning Map Amendment to develop the Central Wyoming College Jackson Outreach Center per Ordinance 939



JORGENSEN

It's About People, Trust and Know How

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

February 16, 2018

Mr. Paul Anthony
Town of Jackson Planning Dept.
P.O. Box 1687
150 East Pearl Avenue
Jackson, WY 83001

-Hand Delivered-

RE: Sketch Plan, Zoning Map Amendment, and Conditional Use Permit applications for Central Wyoming College - Jackson Center

Dear Paul,

Enclosed you will find the necessary materials for a Sketch Plan, Zoning Map Amendment, and Conditional Use Permit applications and for an educational building that we are submitting on behalf of Central Wyoming College. The property is located at 255 & 235 Veronica Lane in Jackson, Wyoming and is owned by the applicant, Freemont County Community College District D.B.A. Central Wyoming College, a governmental entity in the State of Wyoming.

Included with this transmittal you will find the following:

- Fee Waiver Request
- Sketch Plan Application (SKC);
- Zoning Map Amendment (ZMA);
- Conditional Use Permit (CUP);
- A Jorgensen Associates Check No. 45420 for \$4,500 for:
 - Sketch Plan - \$2,500
 - Zoning Map Amendment - \$1,500
 - Conditional Use Permit - \$500

Please contact me with any questions or comments.

Sincerely,

JORGENSEN ASSOCIATES, P.C.

Brendan Schulte
Senior Planner



JORGENSEN
It's About People, Trust and Know How

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

February 16, 2018

Mr. Paul Anthony
Town of Jackson Planning Dept.
P.O. Box 1687
150 East Pearl Avenue
Jackson, WY 83001

-Hand Delivered-

RE: Fee Waiver Request for Sketch Plan, Zoning Map Amendment, and Conditional Use Permit applications for Central Wyoming College - Jackson Center

Dear Paul,

Enclosed you will find the necessary findings for a Fee Waiver Request for a Sketch Plan, a Zoning Map Amendment, and a Conditional Use Permit for Central Wyoming College - Jackson Center (CWC-Jackson). The property is located at 255 & 235 Veronica Lane in Jackson, Wyoming and is owned by the applicant, Fremont County Community College District D.B.A. Central Wyoming College, a governmental entity in the State of Wyoming.

According to the Town of Jackson Resolution 15-03, the Town Council may reduce, defer, or waive application fees upon request if the proposed project advances significant community goals, which include but are not limited to, the following:

1. A project that is sponsored by a governmental entity, or a project that received public funding.
2. A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.

The CWC-Jackson project is both a governmental entity, and a project that has received public funding via the Special Excise Tax (SPET) in May of 2017 with overwhelming support from the community. The project also provides educational benefits to the community by offering a unique campus in the Town of Jackson for Adult Basic Education, High School Equivalency, and accredited courses in Nursing and Health Sciences, Business and Entrepreneurial Success, Hospitality, and the Culinary Arts. We believe that the CWC-Jackson project advances significant community goals and meets the criteria for granting a Fee Waiver Request.

Please contact me with any questions or comments.

Sincerely,

JORGENSEN ASSOCIATES, P.C.

Brendan Schulte
Senior Planner



PLANNING PERMIT APPLICATION
Planning & Building Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

For Office Use Only

Fees Paid _____
Check # _____ Credit Card _____ Cash _____
Application #s _____

PROJECT.

Name/Description: Central Wyoming College
Physical Address: 235 & 255 Veronica Lane
Lot, Subdivision: LOT 3 & 6, STOCKHOUSE-PATTERSON ADDITION PIDN: 22-41-32-4-29-003 & 22-42-16-32-4-29-006

OWNER.

Name: Central Wyoming College Phone: _____
Mailing Address: 2660 Peck Ave, Riverton, WY ZIP: 82501
E-mail: _____

APPLICANT/AGENT.

Name: Jorgensen Associates, P.C. Phone: 307-733-5150
Mailing Address: P.O. Box 9550 ZIP: 83002
E-mail: bschulte@jorgensenassociates.com

DESIGNATED PRIMARY CONTACT.

____ Owner ☒ Applicant/Agent

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

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

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

Pre-application Conference #: P17-134

Environmental Analysis #:

Original Permit #:

Date of Neighborhood Meeting:

February 15, 2018

SUBMITTAL REQUIREMENTS. *Twelve (12) hard copies and one (1) digital copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department.. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant.*

Have you attached the following?

NA

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

X

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

NA

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

FORMAT.

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

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

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

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

Signature of Owner or Authorized Applicant/Agent

Brendan Schulte

Name Printed

February 16, 2018

Date

Senior Planner

Title

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

WARRANTY DEED

Minichristel II LLC, a Wyoming limited liability company, of Teton County, Wyoming, GRANTOR, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, as an Internal Revenue Code Section 1031 tax deferred exchange, CONVEYS AND WARRANTS unto Fremont County Community College dba Central Wyoming College, whose address is 2660 Peck Avenue, Riverton, Wyoming 82501, GRANTEE, the following-described property situated in the County of Teton, State of Wyoming, to-wit:

Lot 6 of the Stockhouse-Patterson Addition to the Town of Jackson, Teton County, Wyoming, according to Plat No. 822 recorded in the Office of the Teton County Clerk on October 7, 1994,

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

Parcel Identification No. 22-41-16-32-4-29-006,

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, for purposes of this conveyance.

WITNESS the due execution and delivery of this instrument effective as of the

26th day of June, 2017.



**First American Title
Insurance Company**

Minichristel II LLC
A Wyoming limited liability company

By: John Michael Cottingham
John Michael Cottingham, Manager

By: Helen M. Cottingham
Helen M. Cottingham, Manager

1

GRANTOR: MINICHRISTEL II LLC
GRANTEE: FREMONT COUNTY COMMUNITY COLLEGE DBA
Doc 0931170 Filed At 14:16 ON 07/05/17
Sherry L. Daigle Teton County Clerk fees: 15.00
By Mary D. Antrabus Deputy



WARRANTY DEED

*First American Title
Insurance Company*

Scott Kirkpatrick and Carrie F. Kirkpatrick, husband and wife, GRANTORS, of Teton County, Wyoming, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, and pursuant to an I.R.C. § 1031 tax deferred exchange for benefit of Grantors, CONVEY and WARRANT to Fremont County Community College District dba Central Wyoming College, GRANTEE, whose address is 2660 Peck Avenue, Riverton, Wyoming 82501, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 3 of the Stockhouse-Patterson Addition to the Town of Jackson, Teton County, Wyoming according to that plat filed in the office of the Teton County Clerk on October 7, 1994 as Plat No. 822.

PIN: 22-41-16-32-4-29-003

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of record.

WITNESS our hands this 5 day of July, 2017.

Scott Kirkpatrick

Carrie F. Kirkpatrick

STATE OF Wyoming
COUNTY OF Teton

The foregoing instrument was acknowledged before me this 5th day of July, 2017 by Scott Kirkpatrick and Carrie F. Kirkpatrick.

WITNESS my hand and official seal.



Jeremy J. Gosinko
Notary Public
My Commission Expires: _____

GRANTOR KIRKPATRICK SCOTT ET UX
GRANTEE FREMONT COUNTY COMMUNITY COLLEGE
Doc 0931149 Filed At 12:15 ON 07/05/17
Sherry L. Daigle Teton County Clerk fees: 12.00
By Mary D. Antrobus Deputy

RELEASED	☒
INDEXED	☒
ABSTRACTED	☒
SCANNED	☒

LETTER OF AUTHORIZATION

CENTRAL WYOMING COLLEGE DISTRICT, "Owner" whose address is: _____

2860 PECK AVENUE RIVERTON, WYOMING 82501

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

CENTRAL WYOMING COLLEGE DISTRICT, as the owner of property

more specifically legally described as: LOT 3 & 6, STOCKHOUSE-PATTERSON ADDITION

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, P.C.

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:

Dennis Egge

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: State of Wyoming, Construction Management Dept. CWC assigned Project Manager
(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

STATE OF _____)
COUNTY OF _____)SS.

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 200__.

WITNESS my hand and official seal.

(Seal)

(Notary Public)

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the 29 day of June, 2017 before me personally came **John Michael Cottingham** and **Helen M. Cottingham**, to me known, who, being by me duly sworn, did depose and say that they are the Managers of **Minichristel II LLC**, a Wyoming limited liability company described in the foregoing instrument and who executed the foregoing instrument, and that they signed their names thereto on behalf of said Company, and acknowledged that this instrument is duly executed as the free act and deed of said Company.

WITNESS my hand and official seal.




Notary Public

(Seal)
My commission expires:



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: December 12, 2018

MEETING DATE: December 17, 2018

SUBMITTING DEPARTMENT: Finance

DEPARTMENT DIRECTOR: Kelly Thompson

PRESENTER: Kelly Thompson

SUBJECT: 3 Creek Ranch 2019 Utility Rate Adjustments

STATEMENT/PURPOSE

This resolution adjusts the water and wastewater rates for the 3 Creek Ranch Subdivision effective January 1, 2019.

BACKGROUND/ALTERNATIVES

The utility system at 3 Creek Ranch Subdivision is outside the Town of Jackson boundaries, yet is operated and maintained by the Town's Public Works Department. Due to this unique situation, it was determined that a separate utility rate structure was necessary for equitable cost sharing and to prevent an undue burden to the Town's water and sewer infrastructure maintenance budget.

On January 3, 2005, the Mayor and Council authorized the execution of an agreement with Red Oak Consulting to assist with development of a rate structure uniquely designed capture and recover the costs to operate and maintain the 3 Creek system. The final agreed-upon rate structure and the initial rates were approved by ordinance on June 6, 2005. Per request from 3-Creek customers, the rate structure was reviewed in FY2018. The Town hired Raftelis, a professional firm specializing in the area of finance of public-sector utilities. The structure was deemed a fair and reasonable approach consistent with industry practices and Wyoming statutes.

Pursuant to sections 13.04.300 and 13.08.013 of the Town of Jackson Municipal Code, the Finance Director is required to annually recalculate, using the Red Oak methodology, the 3 Creek Ranch base charges and applicable volume charges which are then recommended to Council and adopted by resolution.

Based on the results of the current analysis, Staff recommends the following changes to the 3 Creek Ranch water and sewer rates effective January 1, 2019:

Monthly Water Rates

	<u>2017</u>	<u>2018</u>	<u>% Change</u>
Base Charge, per connection, per month	108.00	118.97	10.2%
Volume Charge per thousand gallons	1.08	1.11	2.8%
Replacement Charge, per connection, per month	23.33	24.56	5.3%

Monthly Wastewater Rates

	<u>2017</u>	<u>2018</u>	<u>% Change</u>
Base Charge, per connection, per month	29.00	70.71	143.8%
Volume Charge per thousand gallons of potable used	2.24	1.88	-16.1%
Replacement Charge, per connection, per month	22.75	24.01	5.5%

3 Creek Ranch rates are computed differently than in-Town customers. When analyzing in-Town rates, Staff projects the cash requirements in the water and sewer funds over a five year period. In-Town rates are adjusted to finance all operations, maintenance, capital and debt service needs as well as cash reserve requirements. In contrast, 3 Creek rates are set each year based on the current fiscal year budget. 3 Creek pays a pro rata share of the Town's system maintenance expenses as well as a "system replacement charge" as part of their base fees in order to replace their water and sewer mains as required.

Many 3 Creek Ranch residents have two water meters, one for potable water and the other for irrigation. Irrigation was not part of original methodology. Staff has determined it consistent to include irrigation volume in the annual update and charge irrigation the same rate as potable.

ATTACHMENTS

- Resolution 18-19 adopting water and wastewater rates for the 3 Creek Ranch Subdivision

FISCAL IMPACT

Staff recommended 3 Creek Ranch Subdivision rate adjustments will align rates in accordance with the methodology recommended in the 2005 consultant study and reviewed in 2018.

STAFF IMPACT

The Public Works and Finance Department staffs spent several hours gathering and analyzing the 3 Creek rate structure. The same staff will continue the annual rate review process and implement changes as directed by Council. In January, additional staff time will be required to update the rates in the financial system.

LEGAL REVIEW

The Town Attorney will review the attached draft resolution before presentation to Council.

RECOMMENDATION

Staff recommends Council approve the attached resolution changing the water and wastewater for the 3 Creek Ranch Subdivision effective January 1, 2019.

MOTION

I move to approve Resolution 18-19 as presented by Staff.

RESOLUTION 18-19

**A RESOLUTION ADOPTING 2019 WATER AND WASTEWATER RATES FOR
3 CREEK RANCH SUBDIVISION.**

WHEREAS, the Town of Jackson, pursuant to Ordinances 992 and 991 as codified in Subsections 13.04.300 (C) and 13.08.013 (G) of the Jackson Municipal Code, shall annually recalculate the water and wastewater rates using the budget in effect at the time; and,

WHEREAS, the 3 Creek Ranch Subdivision water and wastewater rates have a separate base, volume and replacement charge; and,

WHEREAS, at the request of 3-Creek Subdivision customers, the water and sewer rate structure was reviewed in FY2018 by Raftelis, a professional firm specializing in the area of finance of public-sector utilities. The structure was deemed a fair and reasonable approach consistent with industry practices and Wyoming statutes; and,

WHEREAS, the Town Council has adopted the 2019 Budget thereby affecting the water and wastewater charges in effect since January 1, 2017; and

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that the water and wastewater base charges for 3 Creek Ranch Subdivision, starting January 1, 2019, shall be as follows:

Water volume charge	\$1.11 per thousand gallons
Water annual base charge	\$1,427.64 per year
Water replacement charge	\$294.72 per year
Wastewater volume charge	\$1.88 per thousand gallons
Wastewater annual base charge	\$848.52 per year
Wastewater replacement charge	\$288.12 per year

PASSED, APPROVED, & ADOPTED this 17th **day of** December **, 2018**

Town of Jackson

By: _____
Pete Muldoon
Mayor

ATTEST:

By: _____
Sandy Birdyshaw
Town Clerk

ORDINANCE P

AN ORDINANCE ADDING CHAPTER 8.36 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON ESTABLISHING DISPOSABLE BAG REQUIREMENTS AND PROVIDING FOR THE COLLECTION AND DESIGNATION OF THE FEE TO THE TETON COUNTY WASTE REDUCTION PROGRAM AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT

SECTION I.

There is hereby added Chapter 8.36 of Title 8 Disposable Bag Requirements of the Municipal Code of the Town of Jackson as follows:

CHAPTER 8.36 DISPOSABLE BAG REQUIREMENTS

Sections:

8.36.010	Legislative Findings
8.36.020	Definitions
8.36.030	Single-Use Disposable Plastic Bag Prohibition
8.36.040	Disposable Paper Bag Fee Requirements
8.36.050	Collection and Remittance of the Waste Reduction Fee
8.36.060	Exemptions
8.36.070	Audits and Violations

8.36.010 Legislative Findings

WHEREAS, the Town of Jackson, Wyoming (“Town”) is a municipal corporation existing pursuant to the laws of the Wyoming Constitution, the Wyoming Statutes, and the Town Charter; and

WHEREAS, the Town has a responsibility to protect the natural environment, economy, and health of its citizens and guests; and

WHEREAS, the Town, pursuant to Resolution 15-18 (“A Resolution Adopting Zero Waste as a Guiding Principle and Supporting the Creating of a Zero Waste Plan”) is committed to: pursuing a waste diversion goal of sixty percent (60%) or better; preserving Jackson’s unique environmental resources for generations to come by limiting environmental degradation and waste; and promoting practices that are sustainable and minimize harms to the natural environment; and

WHEREAS, the Town, pursuant to Resolution 12-001 (“A Resolution Certifying the Illustration of Our Vision Chapter of the Jackson/Teton County Comprehensive Plan as Part of the Comprehensive Master Plan for the Town of Jackson, Wyoming and Teton County, Wyoming”) is committed to minimizing the amount of solid waste it directs to landfills with a goal of “zero waste” by increasing efforts such as recycling and composting of waste; and

WHEREAS, the Town, pursuant to Resolution 17-08 (“A Resolution Recognizing Jackson Hole as a World-Leading Sustainable Community and Destination”) is committed to be a model of sustainability and support public and private sustainability efforts; and

WHEREAS, in the Town, innumerable single-use disposable plastic bags are used each year that cannot be recycled in a cost-effective manner; and

WHEREAS, single-use disposable plastic bags create waste, pollute the Town's waterways, roadways, landscapes and harm wildlife populations; and

WHEREAS, the Town Council finds and determines that prohibiting single-use disposable plastic bags and requiring a charge for disposable paper bags and reusable plastic bags at grocers, large retailers, retailers and retail stores would address the environmental and health problems associated with such use, would relieve Town taxpayers of the costs incurred by the Town in conjunction therewith, and would be in the best interest of the public health, safety, and welfare of the Town.

8.36.020 Definitions

As used in this Chapter the following definitions apply:

- A. *Disposable Paper Bag* means a bag made predominantly of paper that is provided to a customer by a Grocer, Large Retailer, Retailer and Retail Store at the point of sale for the purpose of transporting goods which is subject to the Town's Waste Reduction Fee.
 - 1. Disposable Paper Bag does not include the following:
 - a. Paper Bags used by consumers inside Retail Stores to:
 - 1. Package bulk items including: fruit, vegetables, nuts, grains, candy, or small hardware items; or
 - 2. Provided for the sale of gift cards and post cards.
- B. *Fast Food Restaurant* means a retail food establishment where food and beverages are:
 - 1. Prepared in advance of customer orders or are able to be quickly prepared for consumption on or off premises; and
 - 2. Are ordered and served over counters or at drive-through windows; and
 - 3. Are paid for before being consumed.
- C. *Grocer* means a retail establishment or business within the Town limits that is a full-line, self-service market with a retail market area more than Five Thousand (5,000) square feet and which sells a line of staple foodstuffs, meats, produce, household supplies, dairy products or other perishable items.
- D. *Large Retailer* means any person, corporation, partnership, business, facility, vendor, organization or individual that sells or provides merchandise, goods or materials, including without limitation, clothing, food, or personal items of any kind directly to a customer that has a building square footage greater than Nineteen Thousand (19,000) square feet.
- E. *Retailer* means any person, corporation, partnership, business, facility, vendor, organization or individual that sells or provides merchandise, goods or materials, including without limitation, clothing, food, or personal items of any kind, directly to a customer.
- F. *Retail Store* includes, without limitations, any department store, hardware store, pharmacy, liquor store, restaurant, catering truck, convenience store, gas station, and any other retail store or vendor.
 - 1. *Retail Store* for the purposes of this ordinance does not include:
 - a. Vendors at a farmers' market, excluding any of the vendors' associated permanent business location(s);

- b. Fast Food Restaurants; or
- c. Art galleries and Art Fairs.

G. *Reusable Bag* means a bag that is:

- 1. Designed and manufactured to withstand repeated uses over time; and
- 2. Is made from a material other than plastic that can be cleaned and disinfected regularly.

H. *Reusable Plastic Bag* means a bag that is:

- 1. Designed and manufactured to withstand repeated uses over time; and
- 2. Is made from plastic that is at least four millimeters (4 mil) thick.

I. *Single-Use Disposable Plastic Bag* means any bag that is less than four millimeters (4 mil) thick and is made predominately of compostable or non-compostable plastic that is provided to a customer by a Grocer, Large Retailer, Retailer, or Retail Store at the point of sale for the purpose of transporting goods.

1. Single-Use Disposable Plastic Bag does not include the following:

- a. Bags used by consumers inside Grocers, Larger Retailer, Retailer, and Retail Stores to:
 - 1. Package bulk items including: fruit, vegetables, nuts, grains, candy, or small hardware items; or
 - 2. Contain or wrap fresh or frozen meat or fish; or
 - 3. Contain or wrap flowers or potted plants; or
 - 4. Contain unwrapped prepared foods or unwrapped bakery goods.
- b. Bags provided by pharmacists to contain prescription drugs.
- c. Newspaper bags, door hanger bags, dry cleaning bags, or bags sold in packages containing multiple bags intended to enclose garbage, pet waste, or yard waste.

J. *Waste Reduction Fee* means the Town fee of Twenty Cents (\$.20) imposed and required to be paid by each consumer making a purchase from a Grocer, Large Retailer, Retailer, or Retail Store for each Disposable Paper Bag and Reusable Plastic Bag used during the purchase at the point of sale.

8.36.030 Single-Use Disposable Plastic Bag Prohibition

- A. On and in perpetuity after April 15th, 2019, no Grocer or Large Retailer shall provide a Single-Use Disposable Plastic Bag to a customer at the point of sale.
- B. On and in perpetuity after November 1st, 2019, no Retailer or Retail Store shall provide a Single-Use Disposable Plastic Bag to a customer at the point of sale.
- C. Nothing in this section shall preclude any person or organization from making Reusable Bags available for sale or for no cost to customers.

8.36.040 Disposable Paper Bag Fee Requirements

- A. Effective on and after April 15th, 2019, Grocers and Large Retailers shall collect from customers, and customers shall pay, at the time of purchase a Waste Reduction Fee of Twenty Cents (\$.20) for each Disposable Paper Bag or Reusable Plastic Bag provided to the customer at the point of sale.
- B. Effective on and after November 1st, 2019, Retailers and Retail Stores shall collect from customers, and customers shall pay, at the time of purchase a Waste Reduction Fee of Twenty Cents (\$.20) for each Disposable Paper Bag or Reusable Plastic Bag provided to the customer at the point of sale.

- C. Grocers, Large Retailers, Retailers and Retail Stores shall record the number of Disposable Paper Bags and Reusable Plastic Bags provided at the point of sale and the total amount of the Waste Reduction Fee charged on the customer transaction receipt.
- D. Grocers, Large Retailers, Retailers and Retail Stores shall not refund to the customer any part of the Waste Reduction Fee or pay the Waste Reduction Fee for the customer or advertise or state to any customer that any part of the Waste Reduction Fee will be refunded to the customer.
- E. For the purposes of this subsection, a restaurant is not a Grocer, Large Retailer, Retailer or Retail Store.

8.36.050 Collection and Remittance of the Waste Reduction Fee

- A. Each Grocer, Large Retailer, Retailer and Retail Store shall retain Ten Cents (\$.10) of each Twenty Cent (\$.20) Waste Reduction Fee it collects.
- B. The remaining Ten Cents (\$.10) of each Twenty Cent (\$.20) Waste Reduction Fee collected by each Grocer, Large Retailer, Retailer and Retail Store shall be due and remitted to the Town of Jackson Finance Department for each quarter on the following days: April 30, July 31, October 31, and January 31. The Town shall provide the necessary forms for Grocers, Large Retailers, Retailers and Retail Stores to file with each quarter's remittance.
- C. The Waste Reduction Fees collected by the Grocers, Large Retailers, Retailers and Retail Stores paid to the Town of Jackson Finance Department shall be deposited into the Waste Reduction Fee account.
- D. The Town of Jackson Finance Department shall remit all funds collected pursuant to this ordinance to the Teton County Integrated Solid Waste and Recycling Division.
- E. The Waste Reduction Fee shall be administered by the Teton County Integrated Solid Waste and Recycling Division.
- F. Waste Reduction Fees deposited in the Waste Reduction Account shall be used for the costs of the Plastic Bag Outreach Plan managed by Integrated Solid Waste and Recycling, which includes only:
 - 1. Integrated Solid Waste and Recycling-sponsored reusable bag distribution and retailer support; and
 - 2. Community litter clean up; and
 - 3. Integrated Solid Waste and Recycling Zero Waste Infrastructure and Program.
- G. No Waste Reduction Fee collected in accordance with this ordinance shall be used to supplant funds appropriated as part of The Town of Jackson Annual Budget.
- H. No Waste Reduction Fee collected in accordance with this ordinance shall revert to the Town of Jackson General Fund at the end of the fiscal year, or at any other time.

8.36.060 Exemptions

A Grocer, Large Retailer, Retailer or Retail Store may provide a Disposable Paper Bag or a Reusable Plastic Bag to a customer at no charge to that customer if the customer provides evidence that he or she is a participant in a state or federal food assistance program.

8.36.070 Audits and Violations

- A. Each Grocer, Large Retailer, Retailer and Retail Store shall maintain accurate and complete records of the Waste Reduction Fees collected, the number of Disposable Paper Bags and Reusable Plastic Bags provided to customers, and any underlying records, including any books, accounts, invoices, or other records necessary to verify the accuracy and completeness of such records. It is the duty of each Grocer, Large Retailer, Retailer and Retail Store to keep and preserve all such documents and records, including any electronic information, for a period of three (3) years beginning at the end of the calendar year of such records.

- B. If requested, each Grocer, Large Retailer, Retailer and Retail Store shall make its records available for audit by the Town Manager or his/her designee during regular business hours for the Town to verify compliance with the provisions of this Chapter. All such records shall be treated as confidential commercial documents.
- C. Violation(s) of any of the requirements of this Chapter subject a Grocer, Large Retailer, Retailer and Retail Store to the following penalties:
 - 1. Any Person upon conviction of a violation of any provision of this ordinance, shall be subject to the following penalties:
 - a. Fifty Dollars (\$50.00) for the first conviction.
 - b. One Hundred Dollars (\$100.00) for the second conviction.
 - c. For the third and all subsequent convictions there shall be a mandatory Jackson Municipal Court appearance and such penalty as may be determined by the Jackson Municipal Court pursuant to Jackson Municipal Code § 1.12.010.
 - 2. No more than one (1) citation shall be issued to a Grocer, Large Retailer, Retailer or Retail Store within any seven (7) calendar days.
- D. If payment of any portion of the Waste Reduction Fee is not received by the Town Finance Department on or before the due dates set forth on 8.36.050.B, a Ten Dollar (\$10.00) late fee shall be imposed per month until said payment is received.

SECTION II

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE 19TH DAY OF NOVEMBER, 2018.

PASSED 2ND READING THE 3RD DAY OF DECEMBER, 2018.

PASSED AND APPROVED THE ____ DAY OF _____, 2018.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Sandra P. Birdyshaw, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. 1205 was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2018.

I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: DECEMBER 13, 2018
MEETING DATE: DECEMBER 17, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER SINCLAIR/TYLER VALENTINE

SUBJECT: **FIRST READING OF ORDINANCE S:** AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND DIVISION 4.4 PLANNED UNIT DEVELOPMENT ZONES TO ADD SECTION 4.4.2.H.7 OF THE TOWN OF JACKSON, REGARDING THE ADDITION OF A NEW PLANNED UNIT DEVELOPMENT – NEIGHBORHOOD MEDIUM DENSITY-2 ZONE (P17-201) (PUD-NM-2 (P17-201)), AND PROVIDING FOR AN EFFECTIVE DATE.

FIRST READING OF ORDINANCE T: AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF 0.62 ACRES OF LAND ADDRESSED AS 640 & 650 S. GLENWOOD STREET AND CURRENTLY ZONED NEIGHBORHOOD MEDIUM DENSITY – 2 (NM-2) TO PLANNED UNIT DEVELOPMENT – NEIGHBORHOOD MEDIUM DENSITY-2 (P17-201) (PUD-NM-2 (P17-201)); AND ESTABLISHING AN EFFECTIVE DATE.

APPLICANT: GREG PRUGH. PRUGH REAL ESTATE

REQUESTED ACTION

1. First Reading of Ordinance S to amend and reenact Section 1 of Town of Jackson Ordinance No. 1074 (Part) and Division 4.4 Planned Unit Zones to add Section 4.4.2.H.7 regarding the addition of a new Planned Unit Development – Neighborhood Medium Density-2 Zone (PUD-NM-2 (P17-201)) at 640 & 650 S. Glenwood Street.
2. First Reading of Ordinance T to amend and reenact Section 2 of Town of Jackson Ordinance No. 1074 (Part) and the Town of Jackson Official Zoning Map to rezone 0.62 acres at 640 & 650 S. Glenwood Street from the Neighborhood Medium Density – 2 (NM-2) Zone to the Planned Unit Development – Neighborhood Medium Density-2 (PUD-NM-2 (P17-201)) Zone.

PRIOR TOWN COUNCIL ACTION

The Town Council approved applications P17-201 (PUD) and P17-200 (Sketch Plan) on November 19, 2018 for Sketch Plan and Planned Unit Development to rezone 0.62 acres at 640 & 650 S. Glenwood Street from the Neighborhood Medium Density – 2 (NM-2) to the Planned Unit Development - Urban Residential (PUD-NM-2 (P17-201)) Zone. (See text of Ordinance T for legal description of area approved for amendment). Both the Planning Director and Planning Commission recommended approval of the rezone request. Below is the approved Master Plan table:

Master Plan (Sketch Plan)	
Development Standard	Proposed/Allowed
FAR	.65 max. (16,338 sf)
LSR	.30 min. (7,541 sf)
Plant Units	1 per DU & 1 per 12 parking spaces = 23 units.
Maximum Lot Coverage	.32 or 8,014 sf
Height	35' max.
Stories	3 max.
Density	20 units max.
Parking	34 spaces total
Front Yard Setback	12' min from PL 12' min from roadway easement
Side Yard Setback	5' min.
Rear Yard Setback	20' min.
Any development standards not included above will be applied as allowed or required in Sec. 2.2.8 Neighborhood Medium Density-2 (NM-2)	See NM-2 standards
Allowed Uses	Proposed/Allowed
Residential	
Apartment	B
Attached Single-Family	B
Accessory Uses	
Home Occupation	B

LOCATION

The properties are located at 640 & 650 S. Glenwood Street, legally described as Lots 4, 5, 6 & 7, Block 4 of the Karns Second Addition to the Town of Jackson. An aerial photo and zoning map are shown below:



STAFF ANALYSIS

According to the LDRs adopted on January 1, 2015, which this PUD was approved under, the PUD requires an amendment to the official zone map and to the text of LDRs. In simple terms, each PUD is an individual

zoning district created for a PUD project that will be shown on the zoning map as the newly zoned PUD-NM-2. The text for the new PUD zone (development standards, allowed uses, etc.) will be adopted by reference in the LDRs and available for public review with both the Town Clerk and Planning Department in the project file. Staff recommends not incorporating the full text of each PUD zone into the LDRs because PUD standards effect only one property and require review of the associated development plan to understand the actual project approved for the site.

In the case of the applicant's approved 20-unit apartment building, the new PUD zone would include the development standards and allowed uses approved in the Sketch Plan, as summarized in the PUD Master Plan required by Sec. 4.4.1.C.2. The NM-2 zone will provide all of the base standards and allowed uses unless specifically replaced or modified by the approved PUD. The reason the NM-2 zone is the default for base standards is the UR no longer exists.

PUD projects require that the zoning map amendment and LDR text amendment be processed when the Sketch Plan is approved. Consequently, the Sketch Plan approval for this PUD included findings for a zoning map amendment and a text amendment which both require three ordinance readings before they are officially adopted by the Town. This staff report includes the two required ordinances for first reading for both the PUD zoning map amendment and the LDR text amendment.

LEGAL REVIEW

Complete.

FINDINGS FOR APPROVAL

Below are the findings approved by the Town Council on November 19, 2018, for the amendment to the text of the LDRs and the amendment to the Official Zoning Map to rezone the property to the Planned Unit Development – Urban Residential (PUD-UR (P17-201) Zone:

PUD Approval:

Item 1: Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the following findings shall be made for the approval of a Planned Unit Development:

1. *The proposed PUD enhances the implementation of the desired future character for the land of the proposal beyond what could be achieved by base zoning.*

Complies. Staff finds that the proposed PUD enhances what can be achieved for the desired future character for this site. The desired future character envisions redevelopment and a mixture of residential types. The proposed apartments bring diversity to the existing housing type which is primarily single family residential. The PUD tool allows for flexibility in development such as allowing a higher Floor Area Ratio compared to the base zoning. Allowing a PUD will maximize this site's full development potential for workforce housing.

2. *The findings for a PUD option found in Article 4 must be made.*

Complies. Below are the findings found in Article 4, specifically Section 4.4.2.D:

- a. *The proposed project substantially achieves the stated purposes (as applicable) of Section 4.4.2.A Purpose and Intent, and that it is an appropriate and legitimate application of the PUD-ToJ process.*

Complies. Staff finds that the proposed project substantially complies with the described purposes of the Planned Unit Development option. As discussed above in the staff report, staff finds that the proposed application is suitable for the proposed location and is compatible with the surrounding land uses subject to the conditions of approval placed on the application. Furthermore, staff finds that the proposed project is an efficient design and promotes workforce housing.

- b. *The proposed project is in substantial conformance with all applicable standards and criteria of Division 4.4 Planned Unit Development Zones.*

Complies. Staff finds that the application complies with the criteria set forth by the Land Development Regulations for a Planned Unit Development, subject to the conditions of approval placed on the application. Staff finds that the applicant has proposed a project that not only encourages efficiency of design but workforce housing as well. The development is compatible with the surrounding uses and the surrounding neighborhood.

- c. *The proposed project substantially meets the character objectives of preservation or enhancement of the zoning district and neighborhood in which it is located. Projects which are found to be out of scale and character with their surroundings will not be approved.*

Complies. Staff finds that the proposed development is compatible with the mix of existing housing types within the neighborhood subject to the conditions of approval placed on the application. In addition, staff finds that the proposed setbacks, site layout and elevations for the proposed structures will maintain or enhance the integrity of the surrounding residential neighborhood. Furthermore, the DRC reviewed this project on several levels of design and unanimously supported it as presented.

- d. *The streets and intersections serving the project will not be reduced to unacceptable levels of service, nor will the safety of motorists, pedestrians, and cyclists be jeopardized.*

Complies. Staff finds that the proposed application as conditioned will not reduce the level of service on adjacent roadways or alleys to an unacceptable level. In addition, Engineering did not identify any significant issues. Staff finds that the safety of motorists, pedestrians and cyclists will not be jeopardized in any way by the proposed application.

- e. *The density and distribution of population resulting from the project will not overburden schools, parks, utilities, or other public services.*

Complies. Staff finds that the proposed population will not pose significant impact to school and park facilities. The project will not overburden utilities or public services, as development will be connected to existing facilities and will be in close proximity to existing services.

- f. *All diverse impacts associated with the proposed project are effectively mitigated to the extent possible.*

Complies. Staff finds that the applicant has made every effort to mitigate impacts to surrounding properties, as well as provide a pleasant and inviting environment for residents and the surrounding neighborhood. In addition, staff has placed conditions of approval on the proposed application that will further mitigate any significant impact of the proposed development on the surrounding land uses.

3. *The findings for the amendment of an existing PUD or other special project found in Section 8.2.13.D must be made.*

Complies. Not applicable.

4. *The findings for Section 8.7.1.C LDR Text Amendment must be made.*

Complies. Please see findings below for Section 8.7.1.C.

5. *The findings for Section 8.7.2.C Zoning Map Amendment must be made.*

Complies. Please see findings below for Section 8.7.2.C.

Item 2: Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the findings for a LDR Text Amendment found in Section 8.7.1.C must be made:

1. *The proposed project is consistent with the purposes and organization of the LDRs.*

Complies. Staff finds the proposed project to be consistent with the purpose and intent of the LDRs, specifically the UR zoning district. The purpose of the UR zone is to provide for high density residential areas and promote affordable housing types within a pedestrian-orientated environment. The proposed project will provide 20 units which is a higher density development compared to the existing two dwelling units. In addition, the applicant will be supplying workforce housing in close proximity to local transit, Snow King and the Downtown Core. The proposal meets all physical development limitations such as setbacks, FAR, LSR, etc.

2. *The proposed project improves the consistency of the LDRs with other provisions of the LDRs.*

Complies. As conditioned, staff finds the proposed project improves consistency with the LDRs as it meets all applicable provisions laid out in the LDRs for a Planned Unit Development and development within the UR zoning district. In addition, the development of a new high quality development will provide more consistency within the zoning district.

3. *The proposed project provides flexibility for landowners within standards that clearly define desired character.*

Complies. Staff finds that the proposed project is located in close proximity to the core of Town near employment and Complete Neighborhood amenities. This close proximity to the Town core allows tenants flexibility to use multiple modes of transportation and are not limited to single vehicle trips. The proposed project will also be a high quality development which is an improvement from the existing conditions.

4. *The proposed project is necessary to address changing conditions, public necessity, and/or state or federal legislation.*

Complies. Staff finds that the proposed project is necessary to address the housing conditions within the Town of Jackson by providing 20 new rental units. In addition, the project will include variety in both unit size and bedroom type which will reach a broader group of residents in Jackson. Although this proposal will displace the existing residents living in the existing dwelling unit, the new development will provide 20 new living units suitable for future workforce housing needs.

5. *The proposed project improves implementation of the Comprehensive Plan.*

Complies. Staff finds the proposed project to improve implementation of the Comprehensive Plan by providing a development that is consistent with the purpose and intent for Subarea 3.2. Core Residential. See the above **Item A**, finding #1.

6. *The proposed project is consistent with other adopted Town Ordinances.*

Complies. Staff finds that the proposed project is consistent with all other Town Ordinances.

Item 3: Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the findings for a Zoning Map Amendment found in Section 8.7.2.C must be made:

1. *The proposed project is consistent with the purposes and organization of the LDRs.*

Complies. Staff finds that the proposed project is consistent with the purposes and organization of the LDRs. See **Item C**, finding #1.

2. *The proposed project improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan.*

Complies. As conditioned, staff finds that the proposed project improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan on all aspects. The Town Residential Core is envisioned to be comprised of a variety of housing types, because the existing housing trend tends to be single family, the proposed multi-family apartment project satisfies this vision in providing a different type of housing. In addition to variety in type, the vision also includes a variety in density. A 20-unit complex will provide one of the more dense developments within the immediate neighborhood thus satisfying the need for high density residential. Lastly, the proposed project is located near the core of Town close to employment, amenities and local transit which are all envisioned for the Town Residential Core.

3. *The proposed project is necessary to address changing conditions or a public necessity.*

Complies. Staff finds that the proposed project is necessary to address changing conditions or a public necessity. See **Item C**, finding #4.

4. *The proposed project is consistent with other adopted Town Ordinances.*

Complies. Staff finds that the proposed project is consistent with all other Town Ordinances.

[ATTACHMENTS](#)

Ordinance S
Ordinance T

[RECOMMENDATIONS/ CONDITIONS OF APPROVAL](#)

Staff recommends moving to approve the ordinances as presented.

SUGGESTED MOTIONS

I move to approve Ordinance S on first reading to amend and reenact Section 1 of Town of Jackson Ordinance No. 1074 (Part) and Division 4.4 Planned Unit Zones to add Section 4.4.2.H.7 regarding the addition of a new Planned Unit Development – Neighborhood Medium Density-2 Zone (P17-201) (PUD-NM-2 (P17-201)) at 640 & 650 S. Glenwood Street.

I move to approve Ordinance T on first reading to amend and reenact Section 2 of Town of Jackson Ordinance No. 1074 (Part) and the Town of Jackson Official Zoning Map to rezone 0.62 acres at 640 & 650 S. Glenwood Street from the Neighborhood Medium Density – 2 (NM-2) Zone to the Planned Unit Development - Neighborhood Medium Density-2 (P17-201) (PUD-NM-2 (P17-201)).

ORDINANCE S

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) TO ADD SUBSECTION 4.4.2.H.7 TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING THE ADDITION OF A NEW PLANNED UNIT DEVELOPMENT ZONE, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) is hereby amended and reenacted to add Subsection 4.4.2.H.7 to the Town of Jackson Land Development Regulations to read as follows:

Section 4.4.2. Planned Unit Development – Town (PUD-ToJ)

H. List of Approved Planned Unit Development Zones – Town (PUD-ToJ)

7. Planned Unit Development – Neighborhood Medium Density-2 (P17-201) (PUD-NM-2-(P17-201)) (640 S Glenwood Street and 650 S Glenwood Street)

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2018.

PASSED 2ND READING THE ____ DAY OF _____, 2019.

PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Town Clerk

ORDINANCE T

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) TO AMEND THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE ZONING DESIGNATION OF 0.62 ACRES OF LAND ADDRESSED AS 640 S GLENWOOD STREET AND 650 S GLENWOOD STREET FROM NEIGHBORHOOD MEDIUM DENSITY – 2 (NM-2) TO PLANNED UNIT DEVELOPMENT – NEIGHBORHOOD MEDIUM DENSITY – 2 (P17-201) (PUD-NM-2 (P17-201)); AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance 1074 as amended (part) is hereby amended to amend the Official Zoning District Map of the Town of Jackson to change the zoning classification of the following described parcel from Neighborhood Medium Density – 2 (NM-2) to Planned Unit Development – Neighborhood Medium Density – 2 (P17-201) (PUD-NM-2 (P17-201)), to wit:

LOT 4, BLK. 4, KARNS 2ND ADDITION and LOTS 5-6-7, BLK. 4, KARNS-2

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2018.

PASSED 2ND READING THE ____ DAY OF _____, 2019.

PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Town Clerk



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: DECEMBER 13, 2018
MEETING DATE: DECEMBER 17, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER SINCLAIR/TYLER VALENTINE

SUBJECT: **FIRST READING OF ORDINANCE S:** AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND DIVISION 4.4 PLANNED UNIT DEVELOPMENT ZONES TO ADD SECTION 4.4.2.H.7 OF THE TOWN OF JACKSON, REGARDING THE ADDITION OF A NEW PLANNED UNIT DEVELOPMENT – NEIGHBORHOOD MEDIUM DENSITY-2 ZONE (P17-201) (PUD-NM-2 (P17-201)), AND PROVIDING FOR AN EFFECTIVE DATE.

FIRST READING OF ORDINANCE T: AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF 0.62 ACRES OF LAND ADDRESSED AS 640 & 650 S. GLENWOOD STREET AND CURRENTLY ZONED NEIGHBORHOOD MEDIUM DENSITY – 2 (NM-2) TO PLANNED UNIT DEVELOPMENT – NEIGHBORHOOD MEDIUM DENSITY-2 (P17-201) (PUD-NM-2 (P17-201)); AND ESTABLISHING AN EFFECTIVE DATE.

APPLICANT: GREG PRUGH. PRUGH REAL ESTATE

REQUESTED ACTION

1. First Reading of Ordinance S to amend and reenact Section 1 of Town of Jackson Ordinance No. 1074 (Part) and Division 4.4 Planned Unit Zones to add Section 4.4.2.H.7 regarding the addition of a new Planned Unit Development – Neighborhood Medium Density-2 Zone (PUD-NM-2 (P17-201)) at 640 & 650 S. Glenwood Street.
2. First Reading of Ordinance T to amend and reenact Section 2 of Town of Jackson Ordinance No. 1074 (Part) and the Town of Jackson Official Zoning Map to rezone 0.62 acres at 640 & 650 S. Glenwood Street from the Neighborhood Medium Density – 2 (NM-2) Zone to the Planned Unit Development – Neighborhood Medium Density-2 (PUD-NM-2 (P17-201)) Zone.

PRIOR TOWN COUNCIL ACTION

The Town Council approved applications P17-201 (PUD) and P17-200 (Sketch Plan) on November 19, 2018 for Sketch Plan and Planned Unit Development to rezone 0.62 acres at 640 & 650 S. Glenwood Street from the Neighborhood Medium Density – 2 (NM-2) to the Planned Unit Development - Urban Residential (PUD-NM-2 (P17-201)) Zone. (See text of Ordinance T for legal description of area approved for amendment). Both the Planning Director and Planning Commission recommended approval of the rezone request. Below is the approved Master Plan table:

Master Plan (Sketch Plan)	
Development Standard	Proposed/Allowed
FAR	.65 max. (16,338 sf)
LSR	.30 min. (7,541 sf)
Plant Units	1 per DU & 1 per 12 parking spaces = 23 units.
Maximum Lot Coverage	.32 or 8,014 sf
Height	35' max.
Stories	3 max.
Density	20 units max.
Parking	34 spaces total
Front Yard Setback	12' min from PL 12' min from roadway easement
Side Yard Setback	5' min.
Rear Yard Setback	20' min.
Any development standards not included above will be applied as allowed or required in Sec. 2.2.8 Neighborhood Medium Density-2 (NM-2)	See NM-2 standards
Allowed Uses	Proposed/Allowed
Residential	
Apartment	B
Attached Single-Family	B
Accessory Uses	
Home Occupation	B

LOCATION

The properties are located at 640 & 650 S. Glenwood Street, legally described as Lots 4, 5, 6 & 7, Block 4 of the Karns Second Addition to the Town of Jackson. An aerial photo and zoning map are shown below:



STAFF ANALYSIS

According to the LDRs adopted on January 1, 2015, which this PUD was approved under, the PUD requires an amendment to the official zone map and to the text of LDRs. In simple terms, each PUD is an individual

zoning district created for a PUD project that will be shown on the zoning map as the newly zoned PUD-NM-2. The text for the new PUD zone (development standards, allowed uses, etc.) will be adopted by reference in the LDRs and available for public review with both the Town Clerk and Planning Department in the project file. Staff recommends not incorporating the full text of each PUD zone into the LDRs because PUD standards effect only one property and require review of the associated development plan to understand the actual project approved for the site.

In the case of the applicant's approved 20-unit apartment building, the new PUD zone would include the development standards and allowed uses approved in the Sketch Plan, as summarized in the PUD Master Plan required by Sec. 4.4.1.C.2. The NM-2 zone will provide all of the base standards and allowed uses unless specifically replaced or modified by the approved PUD. The reason the NM-2 zone is the default for base standards is the UR no longer exists.

PUD projects require that the zoning map amendment and LDR text amendment be processed when the Sketch Plan is approved. Consequently, the Sketch Plan approval for this PUD included findings for a zoning map amendment and a text amendment which both require three ordinance readings before they are officially adopted by the Town. This staff report includes the two required ordinances for first reading for both the PUD zoning map amendment and the LDR text amendment.

LEGAL REVIEW

Complete.

FINDINGS FOR APPROVAL

Below are the findings approved by the Town Council on November 19, 2018, for the amendment to the text of the LDRs and the amendment to the Official Zoning Map to rezone the property to the Planned Unit Development – Urban Residential (PUD-UR (P17-201) Zone:

PUD Approval:

Item 1: Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the following findings shall be made for the approval of a Planned Unit Development:

1. *The proposed PUD enhances the implementation of the desired future character for the land of the proposal beyond what could be achieved by base zoning.*

Complies. Staff finds that the proposed PUD enhances what can be achieved for the desired future character for this site. The desired future character envisions redevelopment and a mixture of residential types. The proposed apartments bring diversity to the existing housing type which is primarily single family residential. The PUD tool allows for flexibility in development such as allowing a higher Floor Area Ratio compared to the base zoning. Allowing a PUD will maximize this site's full development potential for workforce housing.

2. *The findings for a PUD option found in Article 4 must be made.*

Complies. Below are the findings found in Article 4, specifically Section 4.4.2.D:

- a. *The proposed project substantially achieves the stated purposes (as applicable) of Section 4.4.2.A Purpose and Intent, and that it is an appropriate and legitimate application of the PUD-ToJ process.*

Complies. Staff finds that the proposed project substantially complies with the described purposes of the Planned Unit Development option. As discussed above in the staff report, staff finds that the proposed application is suitable for the proposed location and is compatible with the surrounding land uses subject to the conditions of approval placed on the application. Furthermore, staff finds that the proposed project is an efficient design and promotes workforce housing.

- b. *The proposed project is in substantial conformance with all applicable standards and criteria of Division 4.4 Planned Unit Development Zones.*

Complies. Staff finds that the application complies with the criteria set forth by the Land Development Regulations for a Planned Unit Development, subject to the conditions of approval placed on the application. Staff finds that the applicant has proposed a project that not only encourages efficiency of design but workforce housing as well. The development is compatible with the surrounding uses and the surrounding neighborhood.

- c. *The proposed project substantially meets the character objectives of preservation or enhancement of the zoning district and neighborhood in which it is located. Projects which are found to be out of scale and character with their surroundings will not be approved.*

Complies. Staff finds that the proposed development is compatible with the mix of existing housing types within the neighborhood subject to the conditions of approval placed on the application. In addition, staff finds that the proposed setbacks, site layout and elevations for the proposed structures will maintain or enhance the integrity of the surrounding residential neighborhood. Furthermore, the DRC reviewed this project on several levels of design and unanimously supported it as presented.

- d. *The streets and intersections serving the project will not be reduced to unacceptable levels of service, nor will the safety of motorists, pedestrians, and cyclists be jeopardized.*

Complies. Staff finds that the proposed application as conditioned will not reduce the level of service on adjacent roadways or alleys to an unacceptable level. In addition, Engineering did not identify any significant issues. Staff finds that the safety of motorists, pedestrians and cyclists will not be jeopardized in any way by the proposed application.

- e. *The density and distribution of population resulting from the project will not overburden schools, parks, utilities, or other public services.*

Complies. Staff finds that the proposed population will not pose significant impact to school and park facilities. The project will not overburden utilities or public services, as development will be connected to existing facilities and will be in close proximity to existing services.

- f. *All diverse impacts associated with the proposed project are effectively mitigated to the extent possible.*

Complies. Staff finds that the applicant has made every effort to mitigate impacts to surrounding properties, as well as provide a pleasant and inviting environment for residents and the surrounding neighborhood. In addition, staff has placed conditions of approval on the proposed application that will further mitigate any significant impact of the proposed development on the surrounding land uses.

3. *The findings for the amendment of an existing PUD or other special project found in Section 8.2.13.D must be made.*

Complies. Not applicable.

4. *The findings for Section 8.7.1.C LDR Text Amendment must be made.*

Complies. Please see findings below for Section 8.7.1.C.

5. *The findings for Section 8.7.2.C Zoning Map Amendment must be made.*

Complies. Please see findings below for Section 8.7.2.C.

Item 2: Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the findings for a LDR Text Amendment found in Section 8.7.1.C must be made:

1. *The proposed project is consistent with the purposes and organization of the LDRs.*

Complies. Staff finds the proposed project to be consistent with the purpose and intent of the LDRs, specifically the UR zoning district. The purpose of the UR zone is to provide for high density residential areas and promote affordable housing types within a pedestrian-orientated environment. The proposed project will provide 20 units which is a higher density development compared to the existing two dwelling units. In addition, the applicant will be supplying workforce housing in close proximity to local transit, Snow King and the Downtown Core. The proposal meets all physical development limitations such as setbacks, FAR, LSR, etc.

2. *The proposed project improves the consistency of the LDRs with other provisions of the LDRs.*

Complies. As conditioned, staff finds the proposed project improves consistency with the LDRs as it meets all applicable provisions laid out in the LDRs for a Planned Unit Development and development within the UR zoning district. In addition, the development of a new high quality development will provide more consistency within the zoning district.

3. *The proposed project provides flexibility for landowners within standards that clearly define desired character.*

Complies. Staff finds that the proposed project is located in close proximity to the core of Town near employment and Complete Neighborhood amenities. This close proximity to the Town core allows tenants flexibility to use multiple modes of transportation and are not limited to single vehicle trips. The proposed project will also be a high quality development which is an improvement from the existing conditions.

4. *The proposed project is necessary to address changing conditions, public necessity, and/or state or federal legislation.*

Complies. Staff finds that the proposed project is necessary to address the housing conditions within the Town of Jackson by providing 20 new rental units. In addition, the project will include variety in both unit size and bedroom type which will reach a broader group of residents in Jackson. Although this proposal will displace the existing residents living in the existing dwelling unit, the new development will provide 20 new living units suitable for future workforce housing needs.

5. *The proposed project improves implementation of the Comprehensive Plan.*

Complies. Staff finds the proposed project to improve implementation of the Comprehensive Plan by providing a development that is consistent with the purpose and intent for Subarea 3.2. Core Residential. See the above **Item A**, finding #1.

6. *The proposed project is consistent with other adopted Town Ordinances.*

Complies. Staff finds that the proposed project is consistent with all other Town Ordinances.

Item 3: Pursuant to Section 8.7.3.D Planned Unit Development (PUD) of the Land Development Regulations, the findings for a Zoning Map Amendment found in Section 8.7.2.C must be made:

1. *The proposed project is consistent with the purposes and organization of the LDRs.*

Complies. Staff finds that the proposed project is consistent with the purposes and organization of the LDRs. See **Item C**, finding #1.

2. *The proposed project improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan.*

Complies. As conditioned, staff finds that the proposed project improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan on all aspects. The Town Residential Core is envisioned to be comprised of a variety of housing types, because the existing housing trend tends to be single family, the proposed multi-family apartment project satisfies this vision in providing a different type of housing. In addition to variety in type, the vision also includes a variety in density. A 20-unit complex will provide one of the more dense developments within the immediate neighborhood thus satisfying the need for high density residential. Lastly, the proposed project is located near the core of Town close to employment, amenities and local transit which are all envisioned for the Town Residential Core.

3. *The proposed project is necessary to address changing conditions or a public necessity.*

Complies. Staff finds that the proposed project is necessary to address changing conditions or a public necessity. See **Item C**, finding #4.

4. *The proposed project is consistent with other adopted Town Ordinances.*

Complies. Staff finds that the proposed project is consistent with all other Town Ordinances.

[ATTACHMENTS](#)

Ordinance S
Ordinance T

[RECOMMENDATIONS/ CONDITIONS OF APPROVAL](#)

Staff recommends moving to approve the ordinances as presented.

SUGGESTED MOTIONS

I move to approve Ordinance S on first reading to amend and reenact Section 1 of Town of Jackson Ordinance No. 1074 (Part) and Division 4.4 Planned Unit Zones to add Section 4.4.2.H.7 regarding the addition of a new Planned Unit Development – Neighborhood Medium Density-2 Zone (P17-201) (PUD-NM-2 (P17-201)) at 640 & 650 S. Glenwood Street.

I move to approve Ordinance T on first reading to amend and reenact Section 2 of Town of Jackson Ordinance No. 1074 (Part) and the Town of Jackson Official Zoning Map to rezone 0.62 acres at 640 & 650 S. Glenwood Street from the Neighborhood Medium Density – 2 (NM-2) Zone to the Planned Unit Development - Neighborhood Medium Density-2 (P17-201) (PUD-NM-2 (P17-201)).

ORDINANCE S

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) TO ADD SUBSECTION 4.4.2.H.7 TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING THE ADDITION OF A NEW PLANNED UNIT DEVELOPMENT ZONE, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance No. 1074 as amended (part) is hereby amended and reenacted to add Subsection 4.4.2.H.7 to the Town of Jackson Land Development Regulations to read as follows:

Section 4.4.2. Planned Unit Development – Town (PUD-ToJ)

H. List of Approved Planned Unit Development Zones – Town (PUD-ToJ)

7. Planned Unit Development – Neighborhood Medium Density-2 (P17-201) (PUD-NM-2-(P17-201)) (640 S Glenwood Street and 650 S Glenwood Street)

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2018.

PASSED 2ND READING THE ____ DAY OF _____, 2019.

PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Town Clerk

ORDINANCE T

AN ORDINANCE AMENDING AND REENACTING SECTION II OF TOWN OF JACKSON ORDINANCE NO. 1074 AS AMENDED (PART) TO AMEND THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE ZONING DESIGNATION OF 0.62 ACRES OF LAND ADDRESSED AS 640 S GLENWOOD STREET AND 650 S GLENWOOD STREET FROM NEIGHBORHOOD MEDIUM DENSITY – 2 (NM-2) TO PLANNED UNIT DEVELOPMENT – NEIGHBORHOOD MEDIUM DENSITY – 2 (P17-201) (PUD-NM-2 (P17-201)); AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section II of Town of Jackson Ordinance 1074 as amended (part) is hereby amended to amend the Official Zoning District Map of the Town of Jackson to change the zoning classification of the following described parcel from Neighborhood Medium Density – 2 (NM-2) to Planned Unit Development – Neighborhood Medium Density – 2 (P17-201) (PUD-NM-2 (P17-201)), to wit:

LOT 4, BLK. 4, KARNS 2ND ADDITION and LOTS 5-6-7, BLK. 4, KARNS-2

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE ____ DAY OF _____, 2018.

PASSED 2ND READING THE ____ DAY OF _____, 2019.

PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

BY: _____
Pete Muldoon, Mayor

ATTEST:

BY: _____
Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of _____, 2019.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Town Clerk