



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: Glenwood+Simpson PMD

Physical Address: 175 South Glenwood Street, Jackson

Lot, Subdivision: Lots 11-12, Block 2 of the 2nd Wort Add'n to the ToJ

PIDN: 22-41-16-33-1-08-004

OWNER.

Name: Arts District Development LLC Phone: _____
Mailing Address: P. O. Box 1569, Jackson WY ZIP: 83001
E-mail: _____

APPLICANT/AGENT.

Name: Scott Pierson Phone: 307-733-2999
Mailing Address: P. O. Box 2870, Jackson WY ZIP: 83001
E-mail: Scott@Y2Consultants.com

DESIGNATED PRIMARY CONTACT.

 Owner X Applicant/Agent

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

Use Permit	Physical Development	Interpretations
<input type="checkbox"/> Basic Use	<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Formal Interpretation
<input type="checkbox"/> Conditional Use	<input checked="" type="checkbox"/> Development Plan	<input type="checkbox"/> Zoning Compliance Verification
<input type="checkbox"/> Special Use		
Relief from the LDRs	Development Option/Subdivision	Amendments to the LDRs
<input type="checkbox"/> Administrative Adjustment	<input type="checkbox"/> Development Option Plan	<input type="checkbox"/> LDR Text Amendment
<input type="checkbox"/> Variance	<input type="checkbox"/> Subdivision Plat	<input type="checkbox"/> Zoning Map Amendment
<input type="checkbox"/> Beneficial Use Determination	<input type="checkbox"/> Boundary Adjustment (replat)	<input type="checkbox"/> Planned Unit Development
<input type="checkbox"/> Appeal of an Admin. Decision	<input type="checkbox"/> 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 #:	P 18-001	Environmental Analysis #:	n/a
Original Permit #:		Date of Neighborhood Meeting:	t.b.d.

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?

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

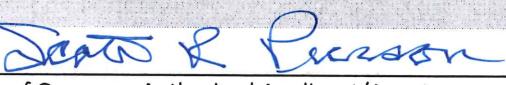
FORMAT.

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

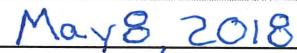
For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables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

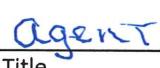
Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine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

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


Signature of Owner or Authorized Applicant/Agent


Name Printed


Date


Title

LETTER OF AUTHORIZATION

Arts District Development LLC, "Owner" whose address is: _____

25 East Simpson, P.O. Box 1569, Jackson, Wyoming 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

John S. Varley Jr. _____, as the owner of property

more specifically legally described as: _____

175 S. Glenwood Street, Lots 11-12, Blk 2, Wort-2

(If too lengthy, attach description)

HEREBY AUTHORIZES _____ Y2 Consultants, LLC _____ 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:

John S. Varley, Jr. John S. Varley Jr.

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Manager and Sole Member, Arts District Development, LLC

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

STATE OF WYOMING _____

)

)SS.

COUNTY OF TETON _____

)

)

The foregoing instrument was acknowledged before me by JOHN S. VARLEY this 7th day of

DECEMBER, 2017.

WITNESS my hand and official seal

Kathy M. Francis
(Notary Public)

My commission expires:

(Seal)



Exhibit B

Y2 CONSULTANTS, LLC

PH. 307-733-2999
PO BOX 2870
JACKSON, WY 83001

8 CHECK

5/9/2018

PAY TO THE Town of Jackson
ORDER OF _____

Two Thousand Five Hundred and 00/100*****

\$ 2,500.00

DOLLARS

Town of Jackson
P.O. Box 1687
Jackson, WY 83001

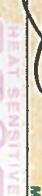
MEMO

Glenwood/Simpson

ALL VALID
ALL VALID
ALL VALID
ALL VALID

AUTHORIZED SIGNATURE

Brinda J. Gould



Y2 CONSULTANTS, LLC

Town of Jackson

Date Type Reference
5/9/2018 Bill Glenwood-Simpson

Original Amt.
2,500.00

Balance Due
2,500.00

Check Amount

5/9/2018

Payment
2,500.00

Discount
2,500.00

4937

Exhibit C

**Glenwood + Simpson PMD Final Development Plan
Phase Two of Millward + Simpson PMD Master Plan
175 South Glenwood Street**

EXHIBIT D

THUMB DRIVE W/ DIGITAL APPLICATION

(TO BE PROVIDED UPON DETERMINATION OF SUFFICIENCY OF THIS APPLICATION)

Exhibit D



PRE-APPLICATION CONFERENCE SUMMARY

Planning & Development Department

Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

This Summary will be prepared by Planning Staff. The applicant, or the applicant's agent, shall receive a copy of this summary for their reference in submitting a sufficient application.

Staff may request additional materials during review as needed to determine compliance with the LDRs.

PRE-APPLICATION MEETING BASICS.

PAP#: P18-001
Date of Conference: 01/30/18
Planning Staff: Tyler Valentine & Paul Anthony

PROJECT.

Name/Description: Glenwood & Simpson Development – Phase II (Millward & Simpson PMD)
Physical Address: 175 S. Glenwood Street
Lot, Subdivision: LOTS 11-12, BLK 2, WORT-2 PIDN: 22-41-16-33-1-08-004
Zoning District(s): CR-1 (Commercial Residential-1) PMD
Overlay(s): Lodging Overlay

STAKEHOLDERS.

Applicant: Y2 Consultants – Scott Pierson
Owner: Arts District Development LLC
Agent: Scott Pierson

REQUIRED APPLICATIONS. (See B.12, C.1, D.4 of applicable zone in Article 2, 3 or 4) *This project will require the following applications:*

Application	Reason	Fee
Development Plan (8.3.2)	Required since original FDP expired	\$2,500
Design Review Committee (DRC)	Required for new commercial development	No fee
Demolition Permit	Required for removal of physical development	TBD
Grading Permit Pre-Application	Required for all grading permits	\$150
Grading Permit / Building Permit	Required for physical development	TBD

Exhibit E

MEETING ATTENDEES:

Name	Company	Phone/Email
Tyler Valentine	Town Planning Department	307-733-0440, x1305
Paul Anthony	Town Planning Department	307-733-0440, x1303
Josh Frappart	Town Public Works Department	307-733-3079 x1413
Andrew Erskine	Town Parks & Recreation Department	307-739-9025
Scott Pierson	Y2 Consultants	307-733-2999
Keith Harger	Harger Architects	307-690-9955
Jay Varley	Arts District Development LLC	
Stephen King	Spectrum Capital LLC	251-923-5404

TIMELINES. This table is intended to provide general information regarding the review process and timing of decisions. See Article 8 for a complete explanation of the review process.

For administrative decisions made by the Planning Director, the following timelines are generally applicable:

Application Types:	Sufficiency	Planning Director
	Within 14 days of Submittal	Decision within _____ days of Sufficiency

For decisions requiring a public hearing process, the following timelines are generally applicable:

Application Types:	Sufficiency	Planning Commission (PC)	Town Council
Development Plan	Within 14 days of Submittal	Hearing within 90 days of Sufficiency	Hearing within 60 days of PC Recommendation

GENERAL INFORMATION.

Required, If Checked.

If not checked, review requirement with a Staff member to determine if necessary for your application.

Requirement

Notes

Planning Permit Application. The application should list all pertinent permits (use, physical development, interpretation, relief from the LDRs, Development Option/Subdivisions, Amendments to the LDRs) for which you are applying.

One digital copy & (9) hard copies

Requirement

Notes

<input checked="" type="checkbox"/>	Notarized Letter of Authorization. See Section 8.2.4.A for requirements. A template is established in the Administrative Manual.	One digital copy & (9) hard copies
<input checked="" type="checkbox"/>	Application Fees. 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.	\$2,500 total for Development Plan
<input type="checkbox"/>	Review fees. The applicant is responsible for paying any review fees and expenses from consulting services necessitated by the review of the application by the Town Surveyor, Town Engineer, Town Associate Engineer, Title Company and any other required consultant. Such fees shall be paid prior to approval of the permit.	
<input checked="" type="checkbox"/>	Mailed Notice fee. See Section 8.2.14.C.2 for notice requirements. If mailed notices are required, the applicant is responsible for paying for any mailing in excess of 25 notices.	
<input checked="" type="checkbox"/>	Other information needed. All applications submitted to the Town of Jackson Planning Department must be submitted in digital format once the application is determined to be sufficient.	
<input checked="" type="checkbox"/>	Response to Submittal Checklist. All applications require response to applicable review standards. For applications where a pre-application conference is required, applicable standards are identified below. If a pre-application conference is optional, see the submittal checklist for the relevant application type, established in the Administrative Manual.	One digital copy & (9) hard copies
<input checked="" type="checkbox"/>	Title Report. A title report, title certificate or record document guarantee prepared within the last six months that includes evidence of ownership and all encumbrances on the subject property. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review.	If applicable.
<input checked="" type="checkbox"/>	Narrative description of the proposed development. Briefly describe the existing condition of the property and the proposed use, physical development, subdivision or development option for which you are seeking approval.	One digital copy & (9) hard copies Applicant should address how the project is consistent with the previous PMD and list all changes.
<input checked="" type="checkbox"/>	Proposed Development Program. Please use the attached template established in the Administrative Manual.	One digital copy & (9) hard copies
<input checked="" type="checkbox"/>	Site Plan. Please see the attached list of minimum standards for a site plan, established in the Administrative Manual.	One digital copy & (9) hard copies
<input checked="" type="checkbox"/>	Floor Plans. Include floor plans for any existing buildings that will be occupied by a proposed use. If changes to existing buildings are proposed, indicate those on the floor plans.	One digital copy & (9) hard copies
<input type="checkbox"/>	Neighborhood Meeting Summary. See Section 8.2.3 for Neighborhood Meeting requirements.	Optional
<input checked="" type="checkbox"/>	Posted Notice. See Section 8.2.14.C.4 for Posted Notice requirements for all public hearings.	Required to be installed a minimum of 10 days prior to the first public hearing.

Requirements listed under each Article will be checked if required for the application.

Required, If Checked.

If not checked, this requirement is not applicable to your application.

ARTICLE 1, GENERAL PROVISIONS.

Requirement	Notes
<input checked="" type="checkbox"/> Division 1.9, Nonconformities 1.9.2 Nonconforming Physical Development 1.9.3 Nonconforming Uses 1.9.4 Nonconforming Development Options and Subdivisions 1.9.5 Nonconforming Signs	The proposed development must be consistent with the approved PMD.

ARTICLE 2, COMPLETE NEIGHBORHOODS, ARTICLE 3, RURAL AREA ZONES, and ARTICLE 4, SPECIAL PURPOSE ZONES – (Public/Semi-Public & Park and Open Space zones only).

Applicable Zone: Applicable LDR Section:

SUBSECTION B, PHYSICAL DEVELOPMENT. *Please provide the following information for the applicable zone.*

Requirement	Notes:
<input checked="" type="checkbox"/> Structure Location and Mass (Setbacks, Height, total site FAR)	One digital copy & (9) hard copies
<input checked="" type="checkbox"/> Maximum Scale of Development (Individual building size)	
<input checked="" type="checkbox"/> Building Design (Design Review Process)	Applicant shall present in front of the Design Review Committee. Please see the design guidelines for submittal requirements.
<input checked="" type="checkbox"/> Site Development (Driveway and Access limits)	One digital copy & (9) hard copies
<input checked="" type="checkbox"/> Fencing (Height, Setback, Orientation)	One digital copy & (9) hard copies (if applicable)

Additional Comments:

SUBSECTION C, ALLOWABLE USES. *Please provide the following information for the applicable zone.*

Requirement	Notes:
<input type="checkbox"/> Maximum Scale of Use	

Additional Comments:

SUBSECTION D, DEVELOPMENT OPTIONS. *Please provide the following information for the applicable zone.*

Requirement	Notes:
<input checked="" type="checkbox"/> Subdivision and Development Option Permits	State in the narrative whether the future plan will include subdividing any of the commercial or residential/short-term rental units.

Additional Comments:

SUBSECTION E, ADDITIONAL ZONE-SPECIFIC STANDARDS. *Please provide the following information for the applicable zone.*

Requirement	Notes:
<input checked="" type="checkbox"/> Consistency with Millward/Simpson PMD Master Plan	One digital copy & (9) hard copies. Describe how the development is consistent with the PMD. List all changes.
<input type="checkbox"/> Consistency with Conditions of Approval of Sketch Plan	
<input type="checkbox"/> Consistency with Development Agreement	
<input type="checkbox"/>	
<input type="checkbox"/>	

Additional Comments:

See standards in Sec. 2.3.6.E Additional Zone-specific Standards

ARTICLE 4, SPECIAL PURPOSE ZONES (Planned Resort Zones and Planned Unit Development Zones only)

Requirement	Notes
Division 4.3, Planned Resort Zones	
4.3.1 All Planned Resort Zones	
4.3.2 Snow King	
Division 4.4, Planned Unit Development	
4.4.1 All Planned Unit Development (PUD) Zones	
4.4.2 Planned Unit Development – Town	

ARTICLE 5, PHYSICAL DEVELOPMENT STANDARDS APPLICABLE IN ALL ZONES.

Requirement	Notes
Division 5.1, General Environmental Standards	
5.1.1 Waterbody and Wetland Buffers	
5.1.2 Wildlife Friendly Fencing	
5.1.5 Water Quality (reserved for future standards)	

Division 5.2, Environmental Standards Applicable in Specific Areas**5.2.1 Natural Resources Overlay (NRO) Standards**

Division 5.3, Scenic Standards.**5.3.1 Exterior Lighting Standards****5.3.2 Scenic Resources Overlay (SRO) Standards**

Division 5.4, Natural Hazard Protection Standards**5.4.1 Steep Slopes****5.4.2 Unstable Soils****5.4.3 Faults****5.4.4 Floodplains****5.4.5 Wildland Urban Interface****Division 5.5, Landscaping Standards****5.5.2 Landscape Plan****5.5.3 Required Plant Units****5.5.4 General Landscaping Standards****5.5.5 Installation and Maintenance****Division 5.6, Sign Standards**

One digital copy & (9) hard copies of Landscape Plan prepared by licensed landscape architect.

**Division 5.7, Grading, Erosion Control and Stormwater Management****5.7.2 Grading Standards****5.7.3 Erosion control standards****5.7.4 Stormwater Management Standards**

At the time when a grading permit is required, please apply for a pre-application meeting with Public Works for said grading activities.

**Division 5.8, Design Guidelines****5.8.2. Design Guidelines****5.8.3. Design Review Committee**

Required for all commercial development.

ARTICLE 6, USE STANDARDS APPLICABLE IN ALL ZONES.**Requirement****Division 6.1, Allowed Uses****Notes**

Proposed uses and standards will need to be consistent with the Millward/Simpson PMD Master Plan.

**Division 6.2, Parking and Loading Standards**

Applicant shall demonstrate how the proposed plan is parked according to the LDRs or PMD.

6.2.2 Required Parking and Loading**6.2.3 Location of Required Parking****6.2.4 Maintenance of Off-Street Parking and Loading****6.2.5 Off-Street Parking and Loading Design Standards****6.2.6 Parking and Loading Standards in the Downtown Parking District**

<input checked="" type="checkbox"/> Division 6.3, Employee Housing Requirements	Applicant shall provide a housing mitigation plan, affordable/employee housing calculation worksheet and draft deed restriction at the time of Development Plan submittal.
<input checked="" type="checkbox"/> Division 6.4, Operational Standards <ul style="list-style-type: none"> 6.4.1 Outside Storage 6.4.2 Refuse and Recycling 6.4.3 Noise 6.4.4 Vibration 6.4.5 Electrical Disturbances 6.4.6 Fire and Explosive Hazards 	

ARTICLE 7, DEVELOPMENT OPTION AND SUBDIVISION STANDARDS APPLICABLE IN ALL ZONES.

Requirement	Notes
Division 7.1, Development Option Standards <ul style="list-style-type: none"> 7.1.3 Urban Cluster Development 7.1.4 Mobile Home Park 	
Division 7.2, Subdivision Standards <ul style="list-style-type: none"> 7.2.2 Standards Applicable to all Subdivision 7.2.3 Land Division Standards 7.2.4 Condominium and Townhouse Subdivisions 	
Division 7.3, Open Space Standards <ul style="list-style-type: none"> 7.3.3 Configuration and Location of Required Open Space 7.3.4 Use of Open Space 7.3.5 Physical Development Permitted in Open Space 7.3.6 Record of Restriction 7.3.7 Ownership of Open Space 	
Division 7.4, Affordable Housing Standards	
Division 7.5, Development Exaction Standards <ul style="list-style-type: none"> 7.5.2. Park Exactions 7.5.3. School Exactions 	
<input checked="" type="checkbox"/> Division 7.6, Transportation Facility Standards <ul style="list-style-type: none"> 7.6.2 Access to Roads, Streets and Highways 7.6.3 Streets, Alleys, and Easements 	
<input checked="" type="checkbox"/> Division 7.7, Required Utilities <ul style="list-style-type: none"> 7.7.2 Potable Water Supply 7.7.3 Sanitary Sewer Systems 7.7.4 Irrigation Ditch Systems and Design 7.7.5 Other Utilities 7.7.6 Fuel Storage Tank 	Proposed standards will need to be consistent with the Millward/Simpson PMD Master Plan.

PLAN REVIEW COMMITTEE. *The Plan Review Committee consists of the following listed agencies. Planning Staff will transmit pertinent portions of the application to each agency. Other agencies and individuals not checked off on this list may be added to the PRC if necessary.*

<input checked="" type="checkbox"/>	Public Works/Town Engineer	<input checked="" type="checkbox"/>	Police Department
<input checked="" type="checkbox"/>	Building Official	<input checked="" type="checkbox"/>	START Bus
<input checked="" type="checkbox"/>	Town Attorney	<input checked="" type="checkbox"/>	Jackson Hole Fire EMS
<input type="checkbox"/>	Town Clerk	<input checked="" type="checkbox"/>	Parks and Recreation Department
<input checked="" type="checkbox"/>	Pathways Coordinator	<input type="checkbox"/>	Teton County School District #1
<input type="checkbox"/>	Surveyor	<input type="checkbox"/>	Teton County Sheriff
<input type="checkbox"/>	Title Company	<input type="checkbox"/>	Wyoming Department of Game & Fish
<input checked="" type="checkbox"/>	Teton County Housing Authority	<input type="checkbox"/>	Wyoming Department of Transportation
<input type="checkbox"/>	Teton County Weed & Pest	<input type="checkbox"/>	Wyoming Department of Environmental Quality
<input type="checkbox"/>	Teton County Planning	<input type="checkbox"/>	Army Corp of Engineers
<input type="checkbox"/>	Teton County Engineer	<input type="checkbox"/>	Lower Valley Energy
<input type="checkbox"/>	Teton County Assessor	<input type="checkbox"/>	U.S. National Park Service
<input type="checkbox"/>	Integrated Solid Waste and Recycling	<input type="checkbox"/>	U.S. Forest Service
<input type="checkbox"/>	Teton County Clerk	<input type="checkbox"/>	U.S. Fish and Wildlife
<input type="checkbox"/>	Teton County Public Health	<input type="checkbox"/>	Other
<input type="checkbox"/>	Teton County Scenic Preserve Trust		

Additional Comments:



Guarantee

SG 08010176

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.

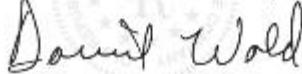
Issued through the Office of:

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 
Matt Silvey President

Attest 
David Wold 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.
672106JAC	\$1,000.00	\$250.00	Arts District Development, LLC FROG	SG 08010176

1. Name of Assured: Joe Moore
2. Date of Guarantee: 02/27/2018 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:
Arts District Development, 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:

Lots 11 and 12 of Block 2 of the Second Wort Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on September 28, 1940 as Plat No. 129.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-I Exceptions/Recorded Documents

File No.	Liability	Fee	Reference	Guarantee No.
672106JAC	\$1,000.00	\$250.00	Arts District Development, LLC FROG	SG 08010176

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) 129, records of Teton County, Wyoming.

2. Affidavit and Agreement :

Between: Town of Jackson, Teton County, Wyoming
And: Undersigned Applicant Relating to a Planned Mixed Use
Development Master Plan
Recording Information: Book 480 of Photo, Pages 638-760

3. Affidavit and Agreement Relating to Extension and Amendment of a Planned Mixed Use Development Master Plan:

Recording Information Book 849 of Photo, Pages 640-645

First Amendment to said Affidavit and Agreement recorded in Book 919 of Photo, Pages 406-451.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-II Informational Notes

File No.	Liability	Fee	Reference	Guarantee No.
672106JAC	\$1,000.00	\$250.00	Arts District Development, LLC FROG	SG 08010176

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#	2017 Tax Status	2018 Tax Status
OJ-000259	1st Half in the Amount of \$2,065.92 is PAID	Accruing lien not yet due or payable
	2nd Half in the Amount of \$2,065.91 is PAID	

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: 22-41-16-33-1-08-004

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?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
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 account(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)

Who we are

Who is providing this notice?

Companies with an Old Republic Title name 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.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *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.*

Non-affiliates

Companies not related by common ownership or control. They can be financial and non-financial companies.

- *Old Republic Title does not share with non-affiliates so they can market to you*

Joint marketing

A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- *Old Republic Title doesn't jointly market.*

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

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				

**CORRECTED QUITCLAIM DEED
(Plat No. Correction Only)**

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

John S. Varley Jr., a married man, **GRANTOR**, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt and sufficiency of which is hereby acknowledged, CONVEYS AND QUITCLAIMS to **Arts District Development, LLC**, a Wyoming Limited Liability Company, **GRANTEE**, the following described real estate situated in the Town of Jackson, the County of Teton, State of Wyoming, hereby waiving and releasing1 under and by virtue of the Homestead Exemption Laws of the State of Wyoming, to wit:

Lots 11 and 12 of Block 2 of the Second Wort Addition to the Town of Jackson according to the plat recorded as Plat No. 129 in the office of the County Clerk of Teton County, Wyoming.

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging; subject to all covenants, conditions, restrictions, easements, reservations, encumbrances, rights and rights-of-way of sight and/or record, and subject to applicable zoning laws and restrictions;

And further including all rights, obligations, and interest in that fully approved Master Plan as more fully described in the Affidavit and Agreement between the Town of Jackson, Teton County, Wyoming 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 recorded in the land records of Teton County, Wyoming on December 3, 2002 at 12:21 p.m. as Document No. 0583871 at book 480 page 638-760 and the approved Final Development Plan related thereto.

PIDN 22-41-16-33-1-08-004

WITNESS my hand this 7th day of March, 2016.

John S. Varley, Jr.
John S. Varley, Jr., GRANTOR

Rilla E. Varley, Wife of Grantor, executes this Corrected Quitclaim Deed for the limited and sole purpose of waiving and releasing her Homestead Rights, if any.

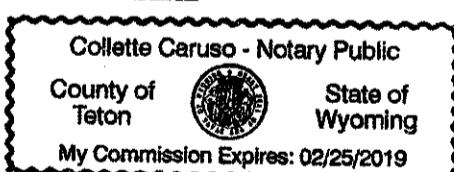
Rilla E. Varley
Rilla E. Varley

STATE OF WYOMING)
)
COUNTY OF TETON)

On this 7th day of March, 2016 John S. Varley, Jr. and Rilla E. Varley appeared personally before me and each **ACKNOWLEDGED** this instrument (Corrected Quitclaim Deed) as their free act and deed.

Witness My Hand and Seal

SEAL



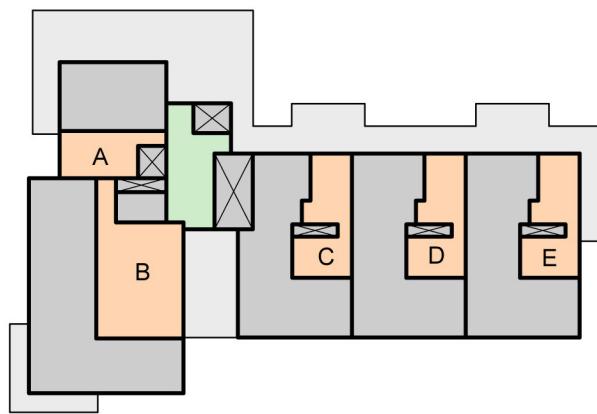
Collette Carnes
Notary Public

My Commission Expires: 2-25-19

GRANTOR: VARLEY, JOHN S JR
GRANTEE: ARTS DISTRICT DEVELOPMENT LLC
Doc 0900327 bk 915 pg 552-552 Filed At 15:52 ON 03/07/16
Sherry L. Daigle Teton County Clerk fees: 12.00
By Mary D Antrobus, Deputy

Exhibit G

28,796 sf gross area
26,689 sf tabulated area
1.78 Floor Area Ratio



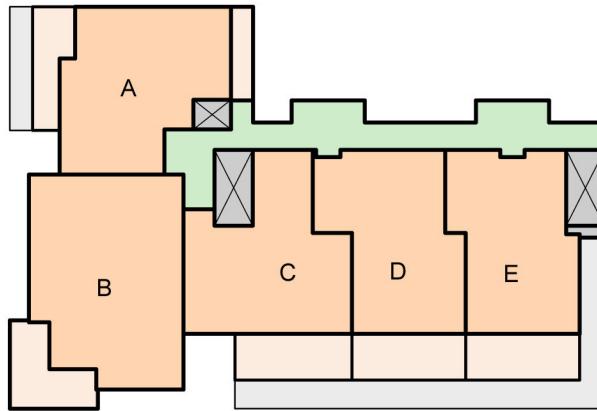
2008 DESIGN

32,680 sf gross area
30,098 sf tabulated area
2.01 Floor Area Ratio

3rd LEVEL MEZZANINE / LOFT:

MARKET LODGING / RESIDENTIAL = 2,204 sf

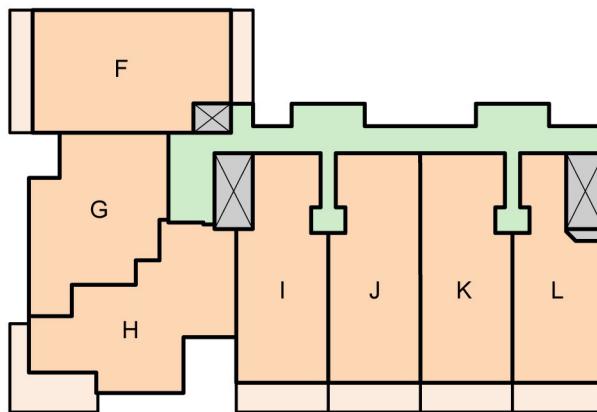
A 279 sf, part of 3rd level unit
B 749 sf, part of 3rd level unit
C 392 sf, part of 3rd level unit
D 392 sf, part of 3rd level unit
E 392 sf, part of 3rd level unit

MECHANICAL PENTHOUSE
(Not counted toward FAR)VAULTED / OPEN TO BELOW
(Not counted toward FAR)

3rd LEVEL:

MARKET LODGING / RESIDENTIAL = 8,240 sf

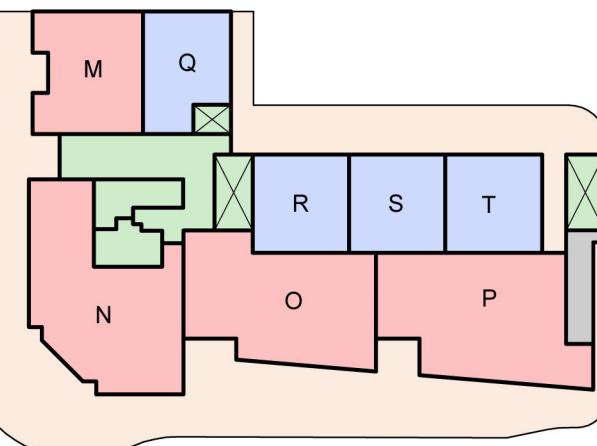
A 1,617 sf this level / 3 1/2 BR / 3 ba / 419 sf balconies
B 2,100 sf this level / 4 BR / 3 ba / 363 sf balcony
C 1,559 sf this level / 3 BR / 3 ba / 307 sf balcony
D 1,515 sf this level / 3 BR / 3 ba / 307 sf balcony
E 1,449 sf this level / 3 BR / 3 ba / 307 sf balcony

COMMON AREAS = 1,217 sf
(Lobby / Corridor / Janitorial / Enclosed Porch)

2nd LEVEL:

MARKET LODGING / RESIDENTIAL = 9,603 sf

F 1,574 sf / 3 BR / 2 ba / 332 sf balconies
G 1,358 sf / 2 BR / 2 1/2 ba
H 1,491 sf / 2 BR / 2 1/2 ba / 298 sf balconies
I 1,290 sf / 2 BR / 2 ba / 184 sf balcony
J 1,376 sf / 2 BR / 2 ba / 184 sf balcony
K 1,376 sf / 2 BR / 2 ba / 184 sf balcony
L 1,138 sf / 1 BR / 2 ba / 184 sf balcony

COMMON AREAS = 1,482 sf
(Lobby / Corridor / Janitorial)

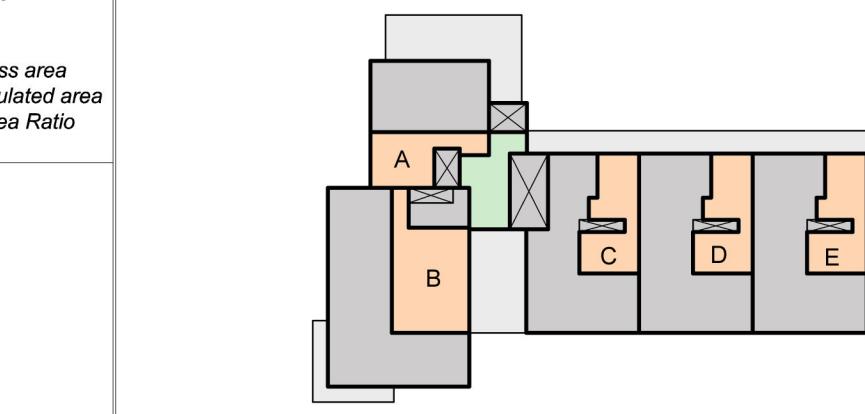
GRADE LEVEL:

COMMERCIAL / RETAIL = 5,564 sf

M 876 sf
N 1,595 sf
O 1,481 sf
P 1,612 sf

COMMON AREAS = 1,788 sf
(Stairs / elevator / restrooms / lobby / dumpsters)EMPLOYEE HOUSING = 2,582 sf
(Not counted toward FAR)

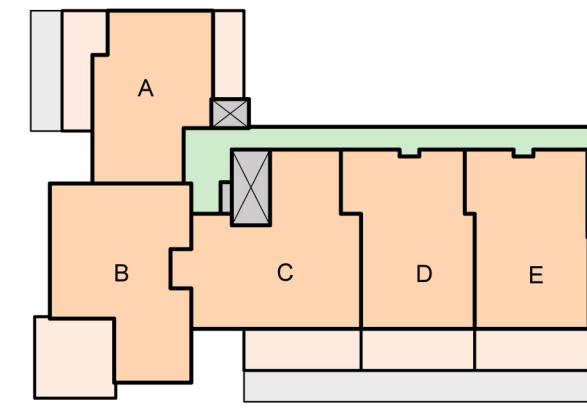
Q 656 sf / 1 BR
R 642 sf / 1 BR
S 642 sf / 1 BR
T 642 sf / 1 BR



3rd LEVEL MEZZANINE / LOFT :

MARKET LODGING / RESIDENTIAL = 2,051 sf

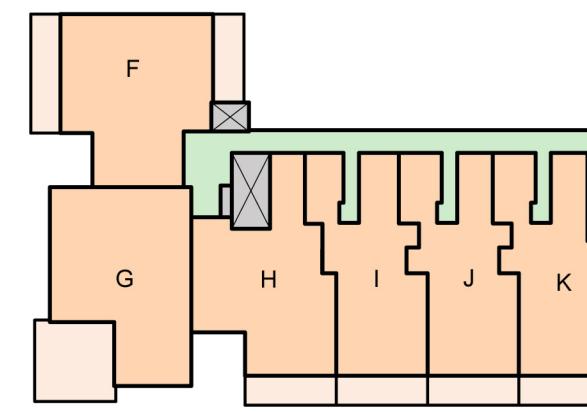
A 317 sf, part of 3rd level unit
B 597 sf, part of 3rd level unit
C 379 sf, part of 3rd level unit
D 379 sf, part of 3rd level unit
E 379 sf, part of 3rd level unit

MECHANICAL PENTHOUSE
(Not counted toward FAR)VAULTED / OPEN TO BELOW
(Not counted toward FAR)

3rd LEVEL:

MARKET LODGING / RESIDENTIAL = 7,326 sf

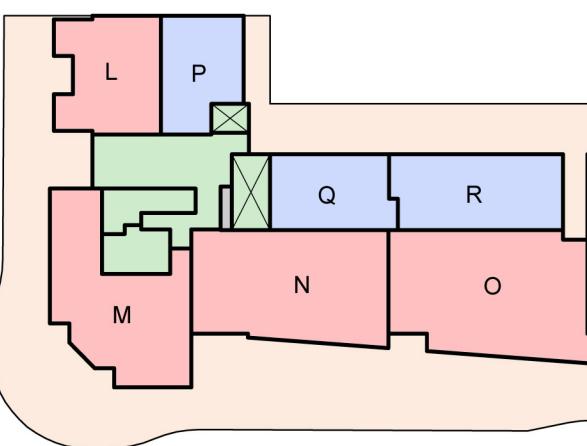
A 1,257 sf this level / 2 BR / 2 1/2 ba / 475 sf balconies
B 1,575 sf this level / 3 BR / 3 ba / 431 sf balcony
C 1,660 sf this level / 3 BR / 3 ba / 325 sf balcony
D 1,422 sf this level / 3 BR / 3 ba / 325 sf balcony
E 1,412 sf this level / 3 BR / 3 ba / 325 sf balcony

COMMON AREAS = 846 sf
(Lobby / corridor)

2nd LEVEL:

MARKET LODGING / RESIDENTIAL = 8,622 sf

F 1,561 sf / 2 BR / 2 1/2 ba / 422 sf balconies
G 1,631 sf / 2 BR / 2 1/2 ba / 421 sf balconies
H 1,464 sf / 2 BR / 2 ba / 182 sf balconies
I 1,310 sf / 2 BR / 2 ba / 182 sf balcony
J 1,317 sf / 2 BR / 2 ba / 182 sf balcony
K 1,339 sf / 2 BR / 2 ba / 182 sf balcony

COMMON AREAS = 1,064 sf
(Lobby / corridor)

GRADE LEVEL:

COMMERCIAL / RETAIL = 5,201 sf

L 794 sf
M 1,263 sf
N 1,475 sf
O 1,669 sf

COMMON AREAS = 1,579 sf
(Stairs / elevator / restrooms / lobby)EMPLOYEE HOUSING = 2,107 sf
(Not counted toward FAR)

P 600 sf / 1 BR
Q 631 sf / 2 BR
R 876 sf / 1 BR

Exhibit H



GLENWOOD+SIMPSON MIXED USE BUILDING

View of Southeast Corner, Approximately from Front Entry of Center for the Arts

Exhibit I
Artistic Renderings



GLENWOOD+SIMPSON MIXED USE BUILDING
Interior of 3rd Level Lodging / Residential Unit, Looking Northeast

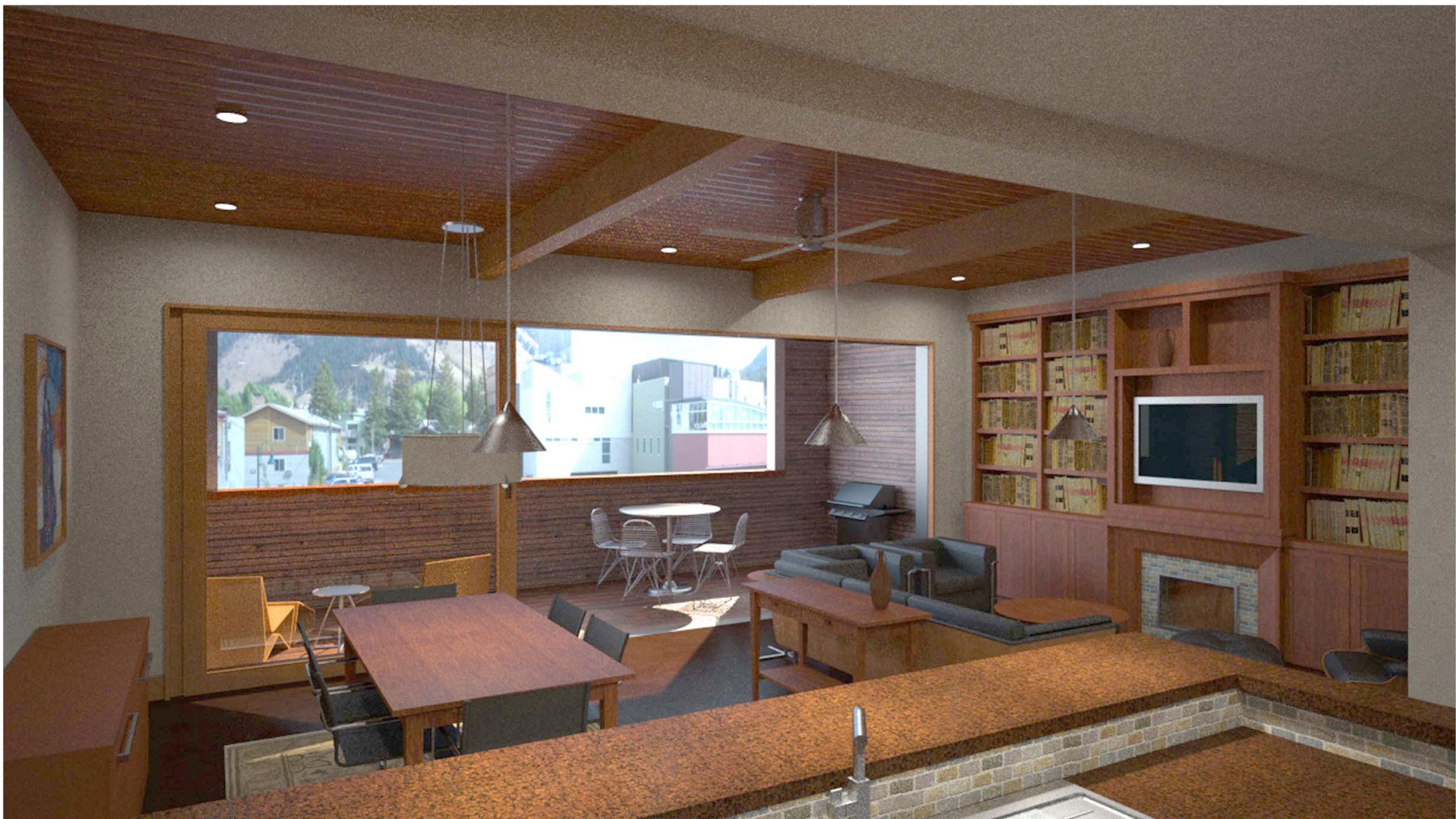


GLENWOOD+SIMPSON MIXED USE BUILDING
Interior of 3rd Level Lodging / Residential Unit, Looking Southwest



GLENWOOD+SIMPSON MIXED USE BUILDING

Interior of 3rd Level Lodging / Residential Unit, Looking West Toward Kitchen



GLENWOOD+SIMPSON MIXED USE BUILDING
Interior of 2nd Level Lodging / Residential Unit, Looking East



GLENWOOD+SIMPSON MIXED USE BUILDING
Porch of 2nd Level Lodging / Residential Unit, Looking West Toward Interior