



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

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

Joint Town/County

- ☐ Parks and Recreation
- ☐ Pathways
- ☒ Housing Department

Teton County

- ☐ Planning Division

- ☐ Engineer
- ☒ Surveyor-
- ☐ Assessor
- ☐ Clerk and Recorder
- ☐ Road and Levee
- ☒ Title

State of Wyoming

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

Federal Agencies

- ☐ Army Corp of Engineers

Utility Providers

- ☐ Qwest
- ☐ Lower Valley Energy
- ☐ Bresnan Communications

Special Districts

- ☐ START
- ☒ Jackson Hole Fire/EMS
- ☐ Irrigation Company

Date: October 22, 2018	REQUESTS: The applicant is submitting a request for a Subdivision Plat for the property located at 115 E Pearl Ave., legally known as, Lot 15, Block 2. For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.
Item #: P18-298	
Planner: Tyler Valentine Phone: 733-0440 ext. 1305 Fax: 734-3563 Email: tvalentine@jacksonwy.gov	
Owner: Big Mountain Enterprises, LLC PO Box 1513 Jackson, WY 83001 Applicant: Jorgensen Associates Matt Gotham PO Box 9550 Jackson, WY 83002	
Please respond by: November 2, 2018 (Sufficiency) November 9, 2018 (with Comments)	

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



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: _____
Physical Address: _____
Lot, Subdivision: _____ PIDN: _____

OWNER.

Name: _____ Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

APPLICANT/AGENT.

Name: _____ Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

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
_____ Variance
_____ Beneficial Use Determination
_____ 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: _____

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



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

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

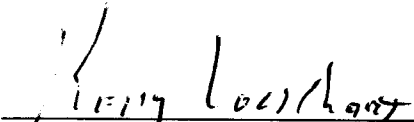
(mailing address)
PO Box 3157
Jackson, Wyoming 83001

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.

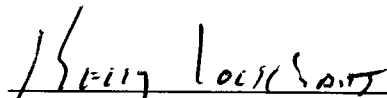
Section 1.18 Elimination of Manager's Liability

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	<input checked="" type="checkbox"/>
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.

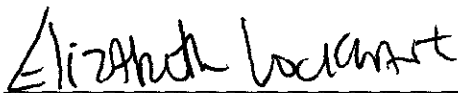
Property # 6:

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

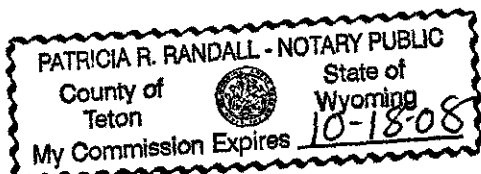



Kelly D. Lockhart, for Homestead Waiver

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

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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](#).

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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. Invalidity 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

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J:\2018\18054 - 115 E. Pearl Condominium Survey\CAD\18054.dwg 115 E. Pearl Condominium Survey

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

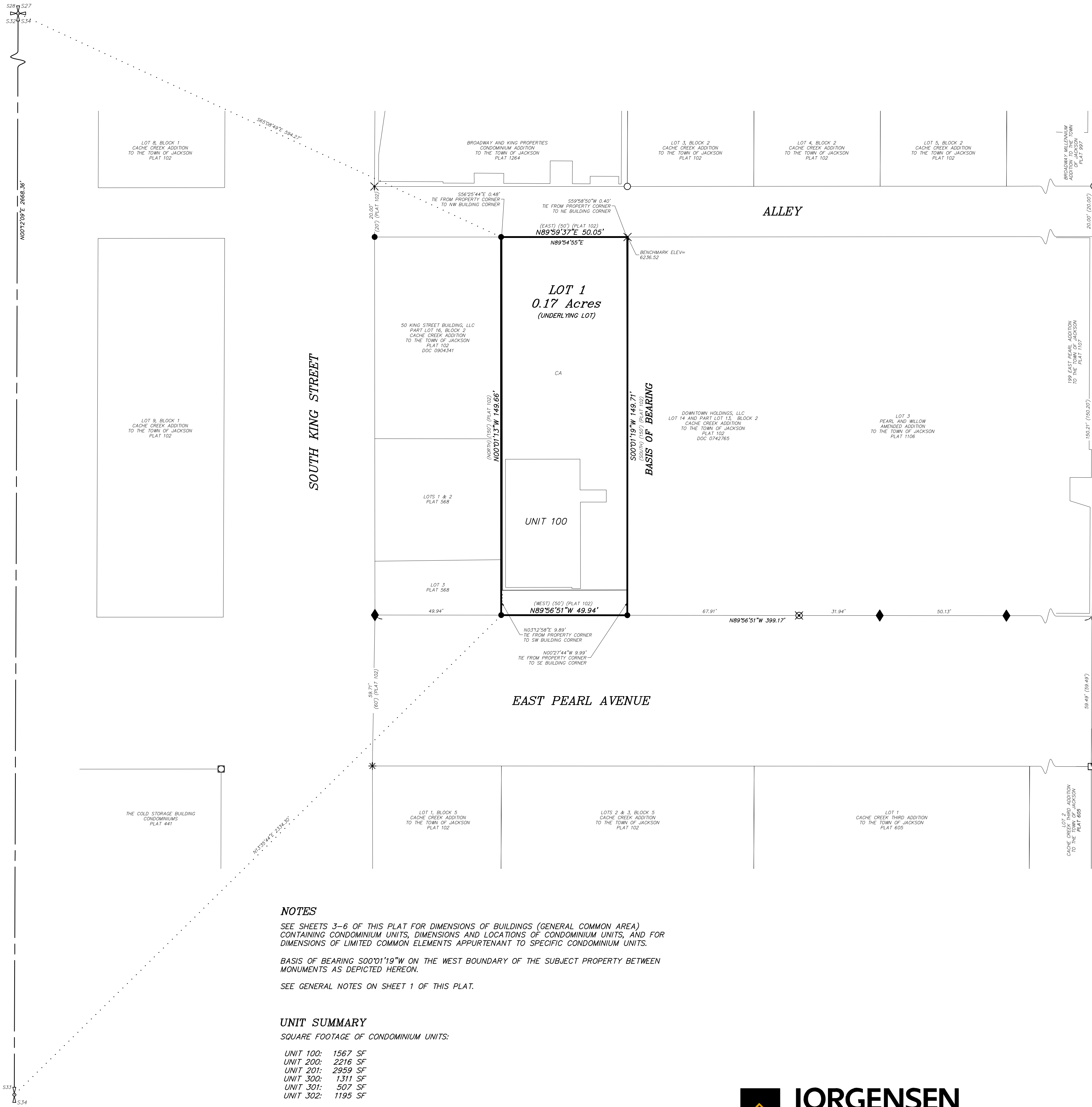
APPLICANT & OWNER:

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



NOTES

SEE SHEETS 3-6 OF THIS PLAT FOR DIMENSIONS OF BUILDINGS (GENERAL COMMON AREA) CONTAINING CONDOMINIUM UNITS, DIMENSIONS AND LOCATIONS OF CONDOMINIUM UNITS, AND FOR DIMENSIONS OF LIMITED COMMON ELEMENTS APPURTENANT TO SPECIFIC CONDOMINIUM UNITS.

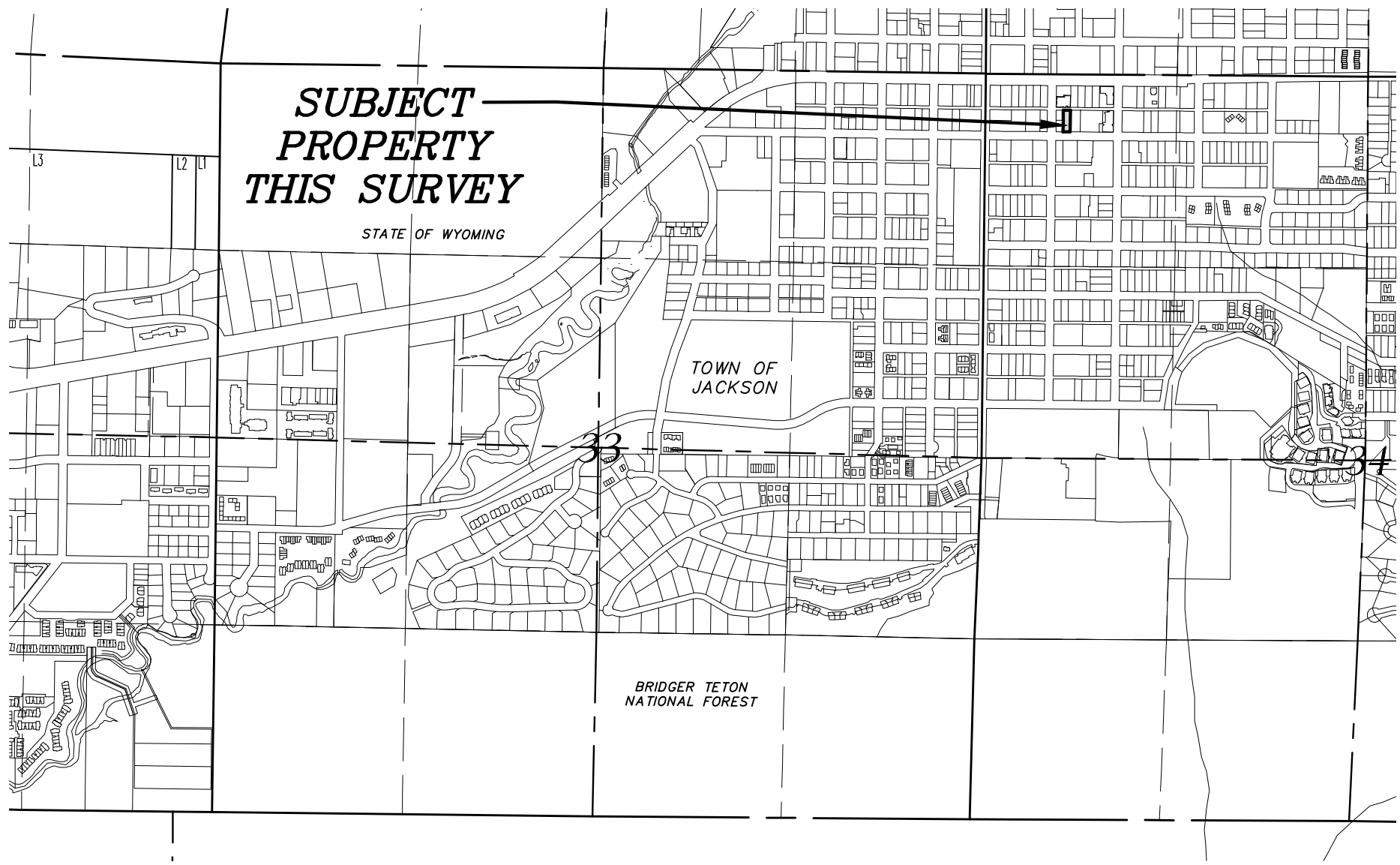
BASIS OF BEARING S00°01'19"W ON THE WEST BOUNDARY OF THE SUBJECT PROPERTY BETWEEN MONUMENTS AS DEPICTED HEREON.

SEE GENERAL NOTES ON SHEET 1 OF THIS PLAT.

UNIT SUMMARY

SQUARE FOOTAGE OF CONDOMINIUM UNITS:

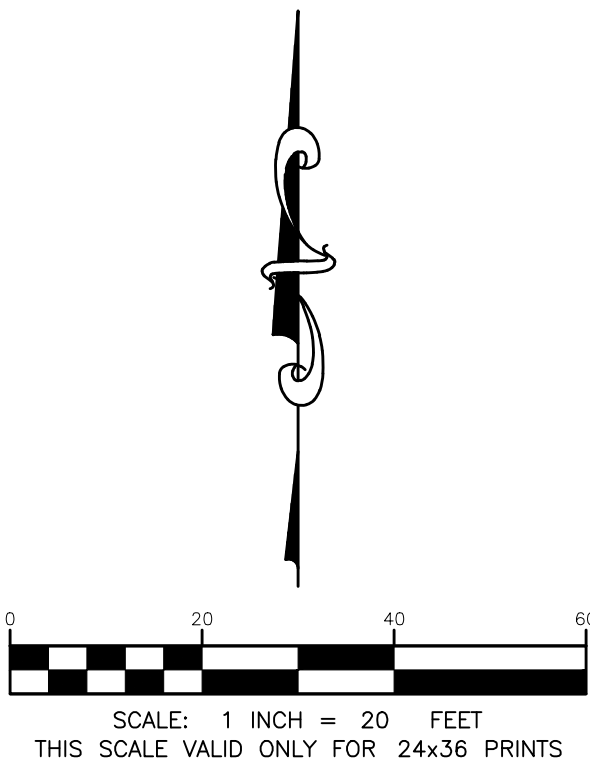
UNIT 100:	1567 SF
UNIT 200:	2216 SF
UNIT 201:	2959 SF
UNIT 300:	1311 SF
UNIT 301:	507 SF
UNIT 302:	1195 SF



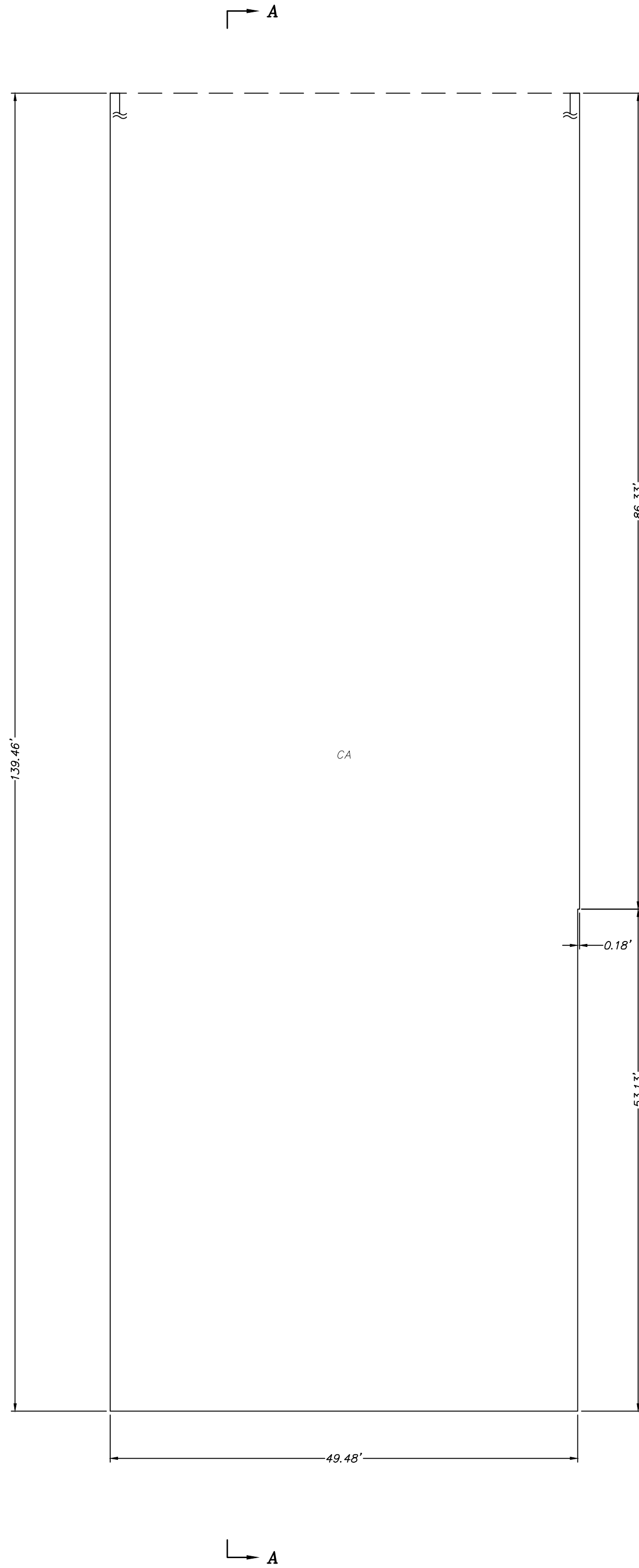
VICINITY MAP
1" = 1000'

LEGEND

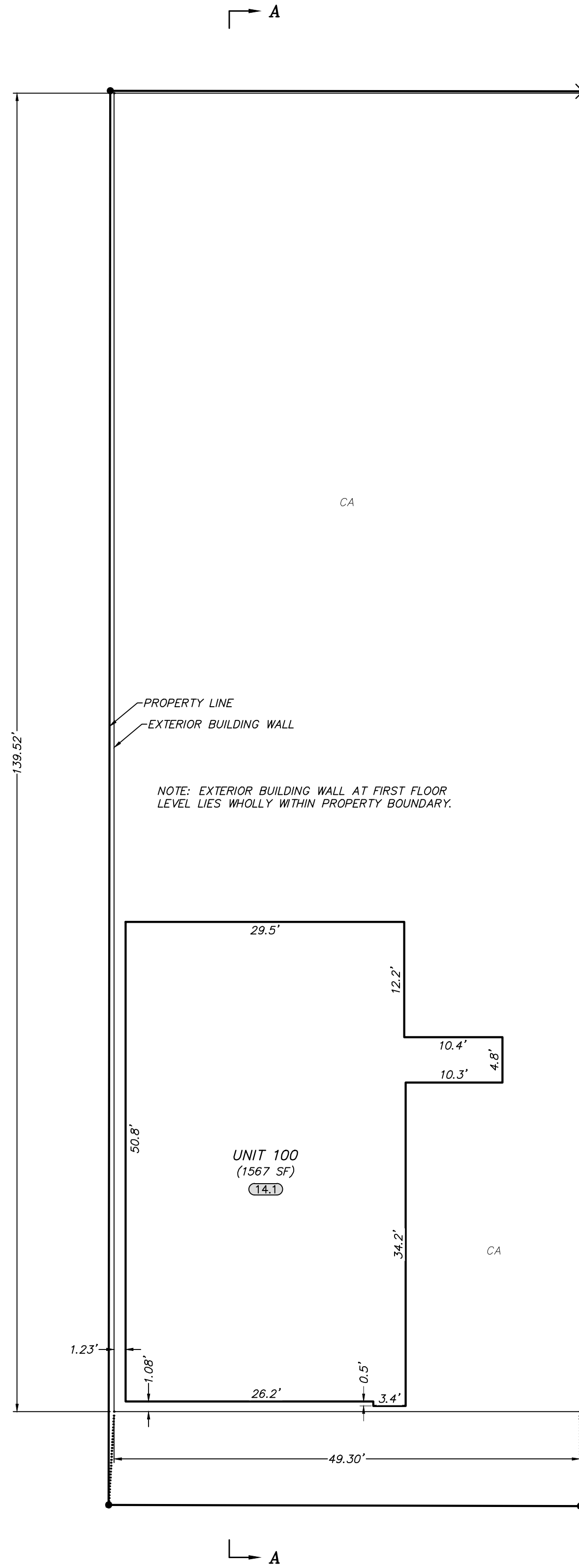
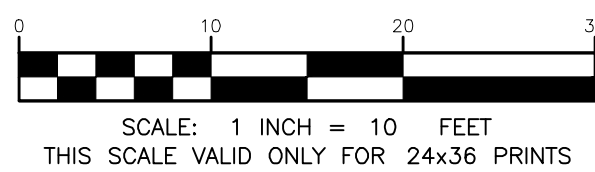
- Public Land Survey corner of record
- 2" diameter iron pipe with 3" diameter brass cap inscribed "1983 RLS 164" with other appropriate markings
- 2" diameter iron pipe with 3" diameter brass cap inscribed "JORGENSEN 1983 PE & LS 2612" with other appropriate markings
- 2" diameter aluminum pipe with 3" diameter aluminum cap inscribed "JORGENSEN 1980 PE & LS 2612" with other appropriate markings
- chiseled "X" in concrete
- PK nail with 1-1/2" diameter washer inscribed "SURVEY MONUMENT PLS 3831"
- PK nail without washer
- T-Stake with stainless steel cap inscribed "SURVEY POINT RLS 164"
- 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831"
- 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 13002"
- Section line
- Boundary, THIS SUBDIVISION
- Boundary, adjoining/adjacent property
- Measured bearing and distance
- Record bearing and distance
- Face of building at ground-floor level
- Ties to exterior building face at ground-level and ties from subdivision boundary to Public Land Survey monuments
- Building face reference bearing; all other lines of the building, including condominium walls, are parallel with or perpendicular, respectively, to indicated bearings
- Number of a Condominium Unit (a.k.a. Individual Airspace Unit) contained within the building
- Boundary, Condominium Unit contained within the building (only ground floor-level unit depicted for clarity, see Sheets 3-6 for Unit details)
- 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



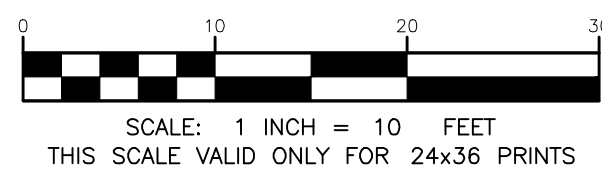
FINAL PLAT
115 E. PEARL CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
IDENTICAL WITH
LOT 15, BLOCK 2
CACHE CREEK ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 2 OF 6
SUBDIVISION OVERVIEW DETAIL, VICINITY MAP, AND NOTES



BASEMENT LEVEL
PLAN VIEW



FIRST FLOOR LEVEL
PLAN VIEW

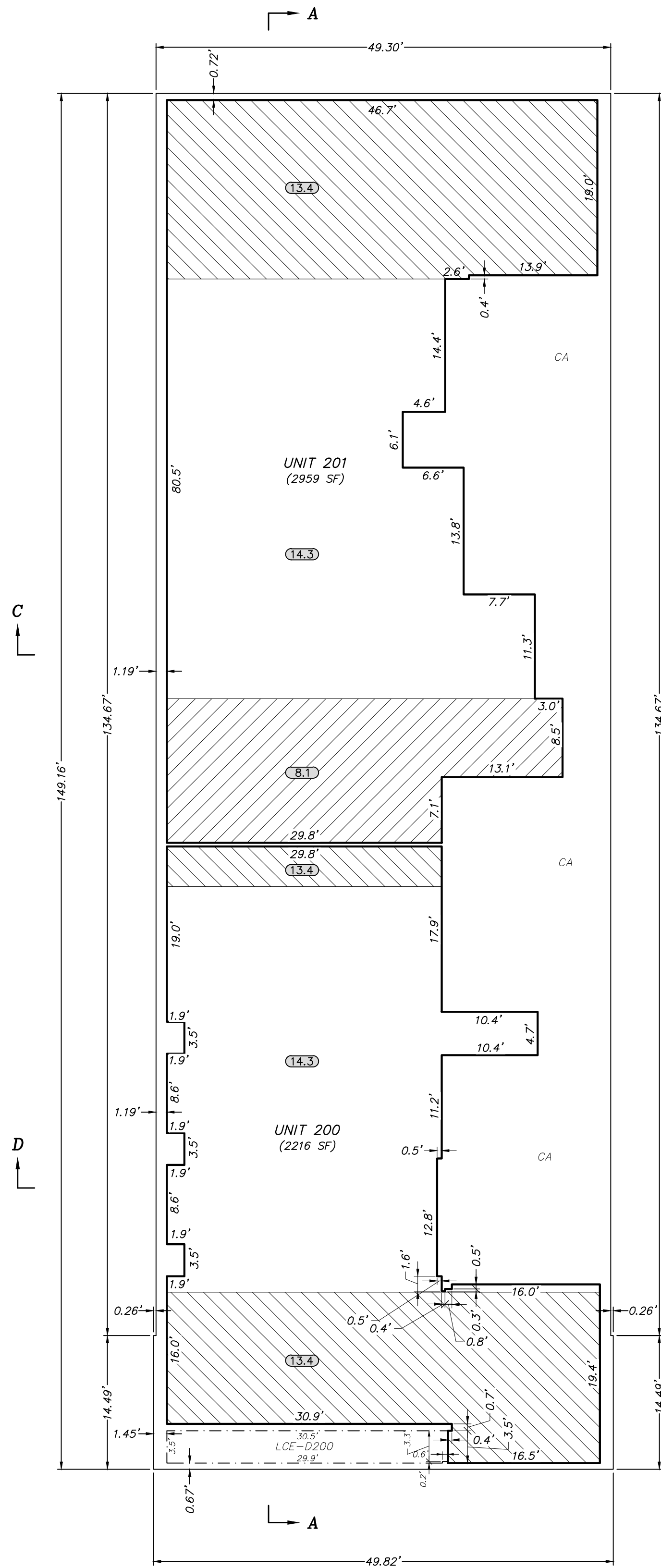


LEGEND	
	PK nail with 1-1/2" diameter washer inscribed "SURVEY MONUMENT PLS 3831"
	5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 13002"
	Boundary, THIS SUBDIVISION
	UNIT 301
	Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace 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)
	Boundary, access and utility easement as more specifically defined in the Declaration of Condominium for 115 E. PEARL CONDOMINIUM ADDITION TO THE TOWN OF JACKSON
	Represents an exterior and/or interior building foundation limit at the the basement-level in plan view
	Represents an exterior building wall face limit at upper-floor level in plan view
	Ties to exterior building face at ground-floor level
	CA
	LCE-0301
	(14.3)
	(13.4)
	(8.1)

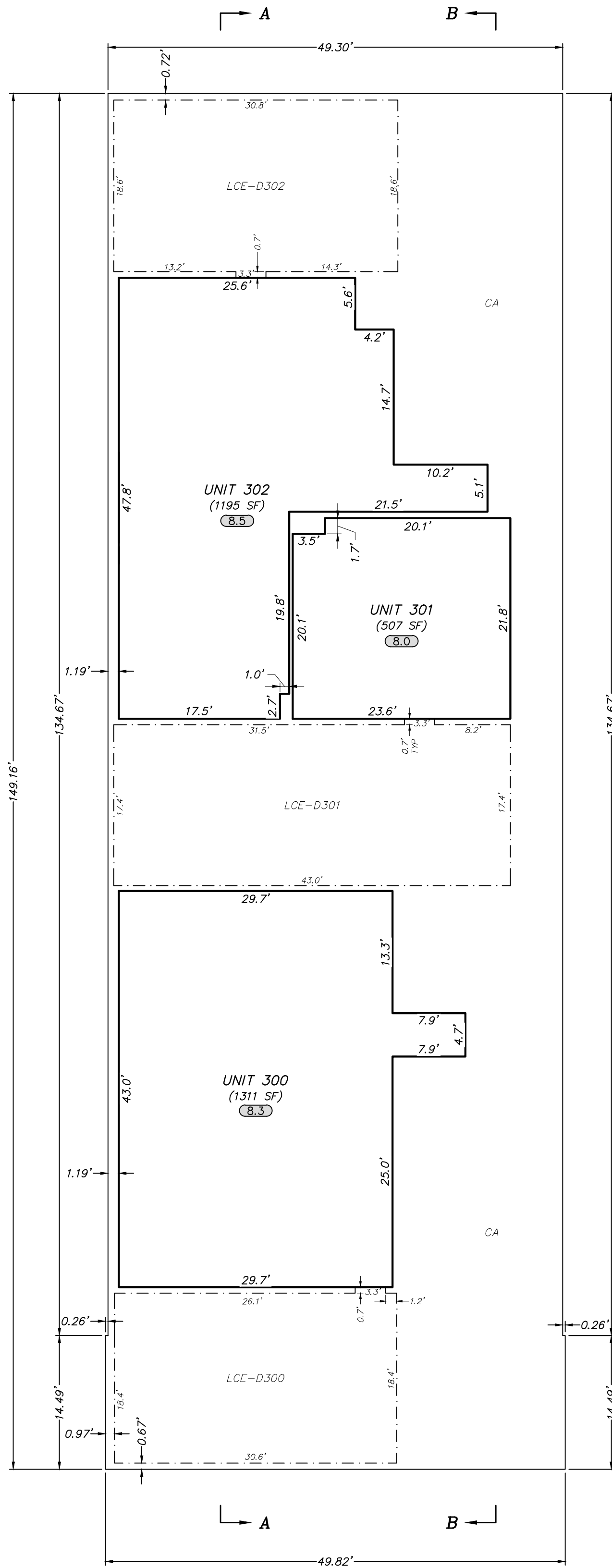
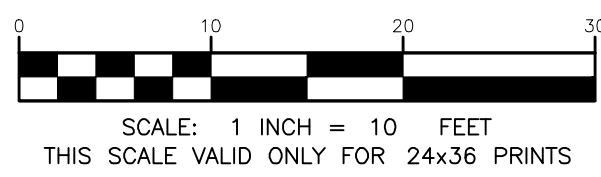
NOTES

1. PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
2. 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.
3. 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.
4. BASE ELEVATION = 6236.52' FOR PK NAIL INSCRIBED "PLS 3831" AT THE NORTHEAST CORNER OF LOT 15, BLOCK 2 CACHE CREEK ADDITION TO THE TOWN OF JACKSON AS DEPICTED ON THE OVERVIEW MAP, SHEET 2, OF THIS SUBDIVISION. ELEVATIONS DEPICTED HEREON REFERENCE NGVD 29 VERTICAL DATUM.
5. 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.
6. ALL COMMON AREAS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.

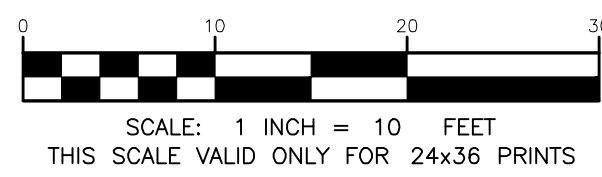
FINAL PLAT
115 E. PEARL CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
IDENTICAL WITH
LOT 15, BLOCK 2
CACHE CREEK ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 3 OF 6
UNITS, COMMON AREAS & LIMITED COMMON ELEMENTS
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
- 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)
- Boundary, access and utility easement as more specifically defined in the Declaration of Condominium for 115 E. PEARL CONDOMINIUM ADDITION TO THE TOWN OF JACKSON
- Represents an exterior and/or interior building foundation limit at the the basement-level in plan view
- Represents an exterior building wall face limit at upper-floor level in plan view
- 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
- Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights.
- (14.3)
- (13.4)
- (8.1)

NOTES

1. PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
2. 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.
3. 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.
4. BASE ELEVATION = 6236.52' FOR PK NAIL INSCRIBED "PLS 3831" AT THE NORTHEAST CORNER OF LOT 15, BLOCK 2 CACHE CREEK ADDITION TO THE TOWN OF JACKSON AS DEPICTED ON THE OVERVIEW MAP, SHEET 2, OF THIS SUBDIVISION. ELEVATIONS DEPICTED HEREON REFERENCE NGVD 29 VERTICAL DATUM.
5. 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.
6. ALL COMMON AREAS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.

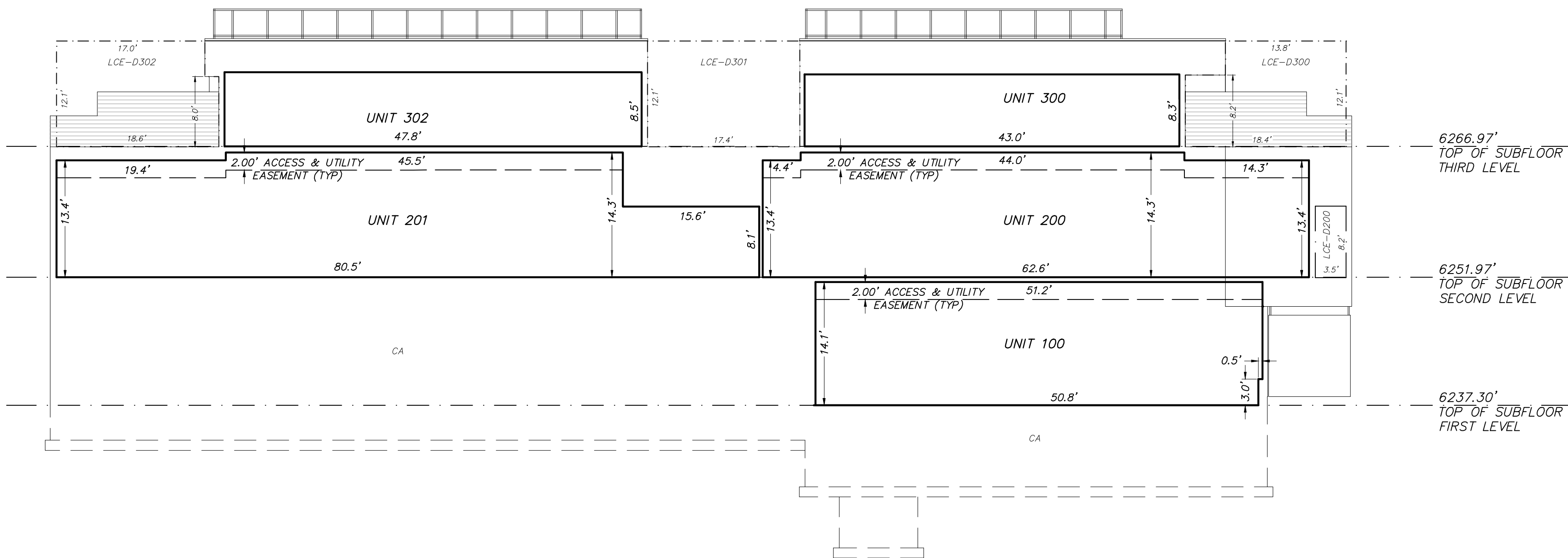
FINAL PLAT
115 E. PEARL CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
IDENTICAL WITH
LOT 15, BLOCK 2
CACHE CREEK ADDITION TO THE TOWN OF JACKSON

LOCATED IN THE
NW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

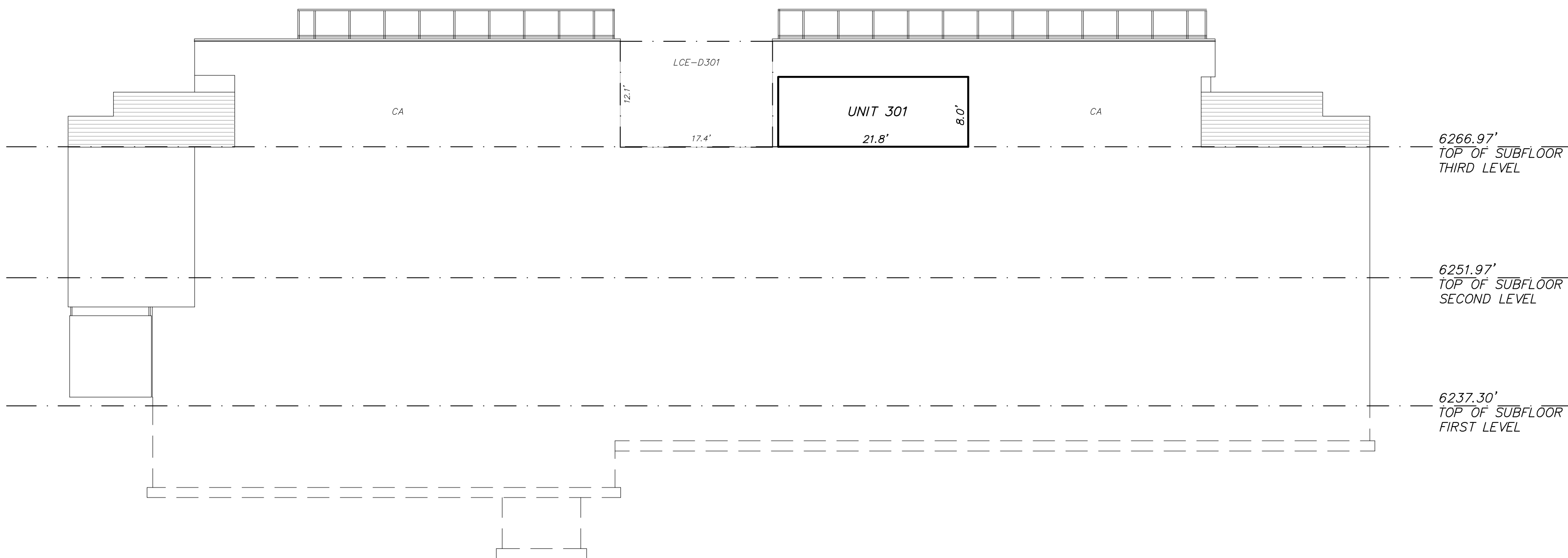
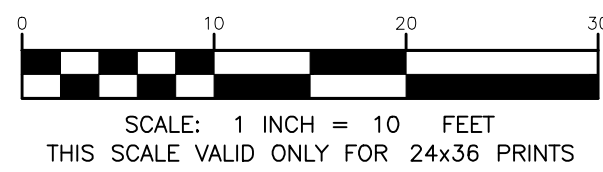
SHEET 4 OF 6
UNITS, COMMON AREAS & LIMITED COMMON ELEMENTS
UNITS 200, 201, 300, 301, & 302
DETAILS & NOTES

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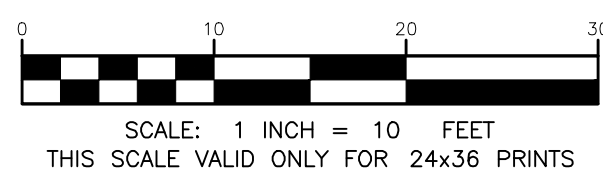
115 E. Pearl Condominium Addition to the Town of Jackson, Wyoming
115 E. Pearl Condominium Addition to the Town of Jackson, Wyoming
115 E. Pearl Condominium Addition to the Town of Jackson, Wyoming



SECTION A-A
UNITS 100, 200, 201, 300, AND 302



SECTION B-B
UNIT 301

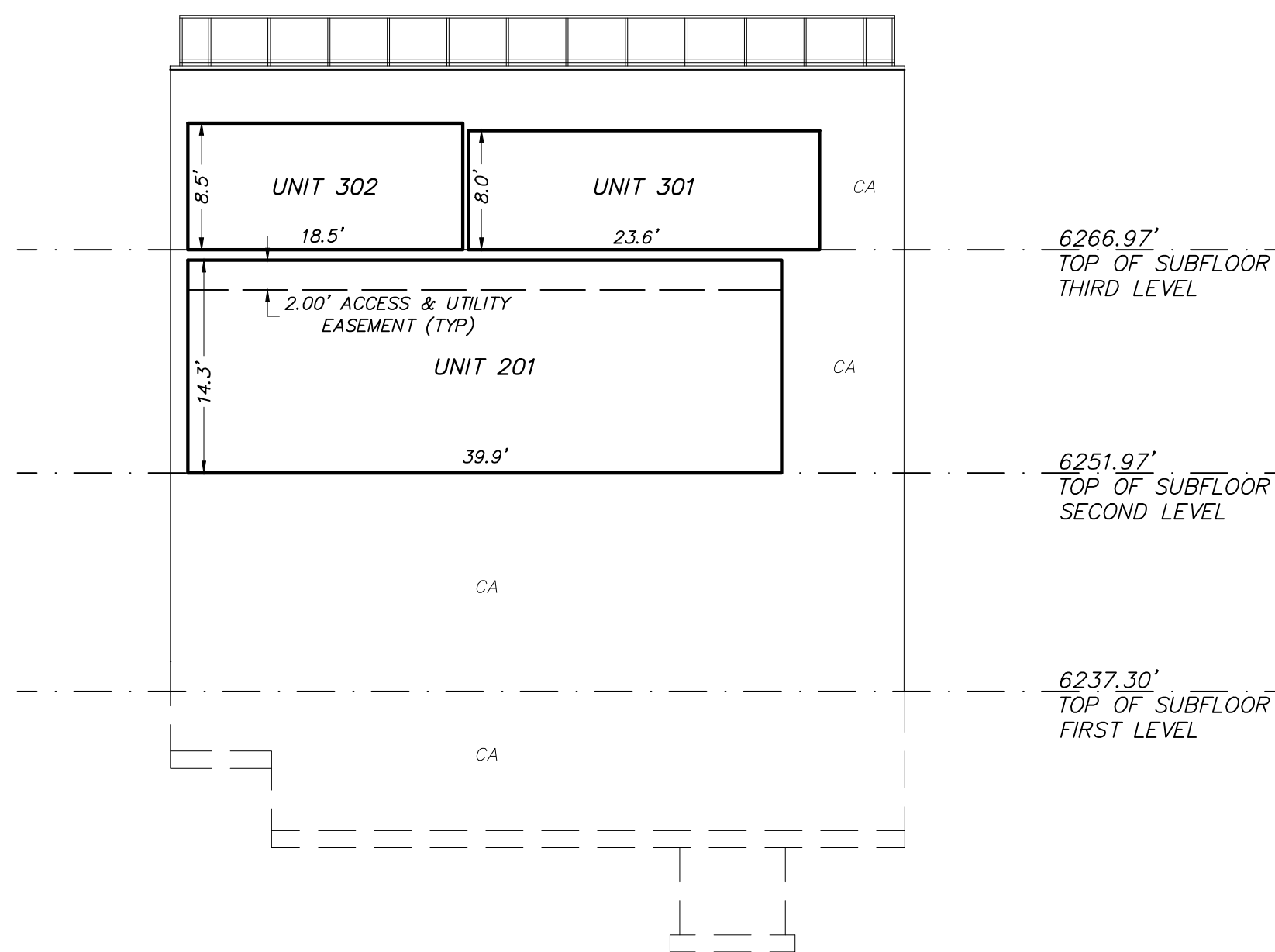


LEGEND	
	PK nail with 1-1/2" diameter washer inscribed "SURVEY MONUMENT PLS 3831"
	5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 13002"
	Boundary, THIS SUBDIVISION
	UNIT 301
	Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace 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)
	Boundary, access and utility easement as more specifically defined in the Declaration of Condominium for 115 E. PEARL CONDOMINIUM ADDITION TO THE TOWN OF JACKSON
	Represents an exterior and/or interior building foundation limit at the the basement-level in plan view
	Represents an exterior building wall face limit at upper-floor level in plan view
	Ties to exterior building face at ground-floor level
	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
	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
	Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights.

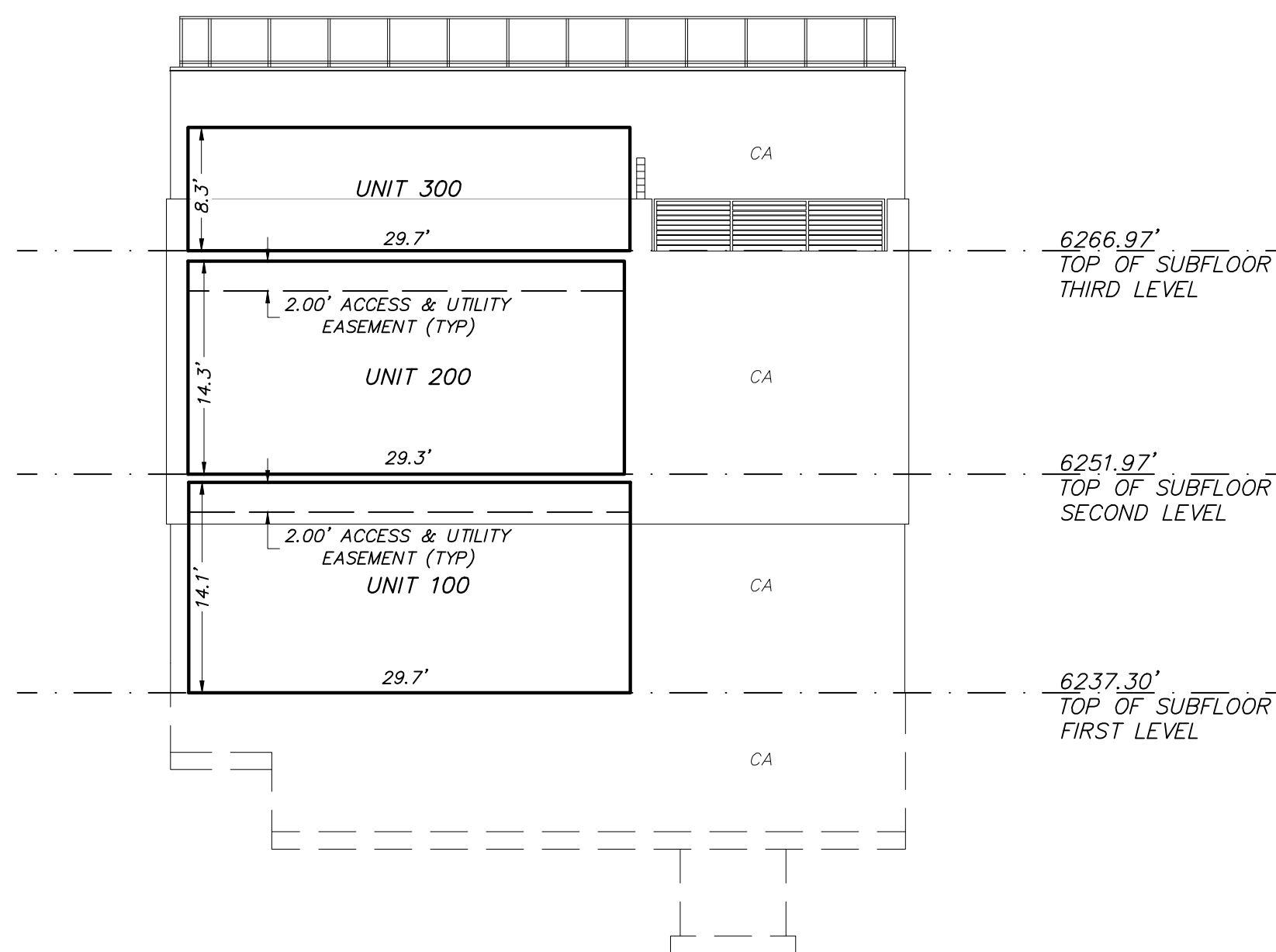
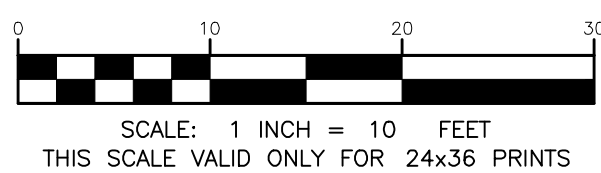
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- PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM BUILDING FOUNDATION TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE BUILDING FOUNDATION.
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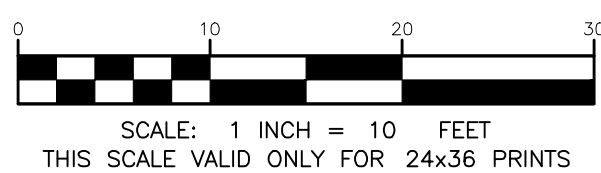
FINAL PLAT
115 E. PEARL CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
IDENTICAL WITH
LOT 15, BLOCK 2
CACHE CREEK ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
NW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 5 OF 6
UNITS, COMMON AREAS & LIMITED COMMON ELEMENTS
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	
	PK nail with 1-1/2" diameter washer inscribed "SURVEY MONUMENT PLS 3831"
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	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
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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 6 OF 6
UNITS, COMMON AREAS & LIMITED COMMON ELEMENTS
UNITS 100, 200, 201, 300, 301 & 302
DETAILS & NOTES