



# 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

<p>Date: July 12, 2019</p> <p>Item #: P19-170 <b>UPDATED</b></p> <p>Planner: Brendan Conboy</p> <p>Phone: 733-0440 ext. 1302</p> <p>Fax: 734-3563</p> <p>Email: bconboy@jacksonwy.gov</p> <p><b>Owner:</b> Scott &amp; Donna Shepherd PO Box 1333 Jackson, WY 83001</p> <p><b>Applicant:</b> Nelson Engineering Sue Karichner PO Box 1599 Jackson, WY 83001</p>	<p style="text-align: center;"><b>REQUESTS:</b></p> <p>The applicant is submitting a request for a Subdivision Plat for the property located at 170 Redmond Street, legally known as, N 75' LOTS 12-13, BLK 1, HALL 1.</p> <p>For questions, please call Brendan Conboy at 733-0440, x1302 or email to the address shown below. Thank you.</p> <p>***Please note that the Easements and Covenants Agreement on page 10 of the TransMemo have been updated***</p>
<p><b>Please respond by: July 22, 2019 (Sufficiency)</b> <b>July 29, 2019 (with Comments)</b></p>	

**RESPONSE:** For Departments not using Trak-it, please send responses via email to: [tstolte@jacksonwy.gov](mailto: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](http://www.townofjackson.com)

**For Office Use Only**

Fees Paid \_\_\_\_\_  
Check # \_\_\_\_\_ Credit Card \_\_\_\_\_ Cash \_\_\_\_\_  
Application #s \_\_\_\_\_

**PROJECT.**

Name/Description: Kudar Flats  
Physical Address: 170 Redmond  
Lot, Subdivision: Lot 13 and pt. Lot 12, John D. Hall, Plat No. 131 PIDN: 22-41-16-34-1-18-005

**OWNER.**

Name: Scott and Donna Shepherd Phone: 307-733-5884 ext. 2  
Mailing Address: P.O. Box 3393, Jackson, WY ZIP: 83001  
E-mail: scott@scottsre.com

**APPLICANT/AGENT.**

Name: Nelson Engineering Phone: 307-733-2087  
Mailing Address: P.O. Box 1599, Jackson, WY ZIP: 83001  
E-mail: skarichner@nelsonengineering.net

**DESIGNATED PRIMARY CONTACT.**

☒ Owner ☐ Applicant/Agent

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

<b>Use Permit</b>	<b>Physical Development</b>	<b>Interpretations</b>
<input type="checkbox"/> Basic Use	<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Formal Interpretation
<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Development Plan	<input type="checkbox"/> Zoning Compliance Verification
<input type="checkbox"/> Special Use		
<b>Relief from the LDRs</b>	<b>Development Option/Subdivision</b>	<b>Amendments to the LDRs</b>
<input type="checkbox"/> Administrative Adjustment	<input type="checkbox"/> Development Option Plan	<input type="checkbox"/> LDR Text Amendment
<input type="checkbox"/> Variance	<input checked="" type="checkbox"/> Subdivision Plat	<input type="checkbox"/> Zoning Map Amendment
<input type="checkbox"/> Beneficial Use Determination	<input type="checkbox"/> Boundary Adjustment (replat)	<input type="checkbox"/> Planned Unit Development
<input type="checkbox"/> Appeal of an Admin. Decision	<input type="checkbox"/> Boundary Adjustment (no plat)	<input type="checkbox"/> 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 #: P19-039

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.

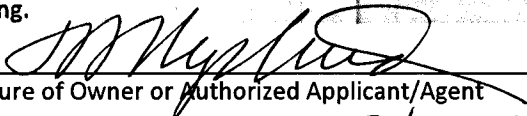
**FORMAT.**

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

6/18/19  
Date

SCOTT M. SHEPHERD  
Name Printed

\_\_\_\_\_  
Title

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

## QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS that Scott M. Shepherd and Donna H. Shepherd, husband and wife, as tenants by the entirety, Grantors, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, do hereby Convey and Quitclaim an undivided one-half interest to Donna Hasenbein Shepherd and Scott Michael Shepherd, Trustees of the Donna Shepherd Living Trust dated November 2, 1994, and any amendments thereto, and an undivided one-half interest to Scott Michael Shepherd and Donna Hasenbein Shepherd, Trustees of the Scott Shepherd Living Trust dated November 2, 1994, and any amendments thereto, of P.O. Box 1333, Jackson, Wyoming 83001, Grantees, all right, title, and interest now owned or hereafter acquired in and to the following described real estate, situate in Teton County, State of Wyoming, to wit:

The North 75 feet of Lots 12 and 13 of Block 1 of the John D. Hall Plat, Town of Jackson, Teton County, Wyoming, according to that plat recorded August 12, 1947 as Plat No. 131.

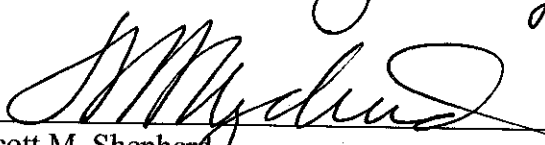
PIDN #22-41-16-34-1-18-005

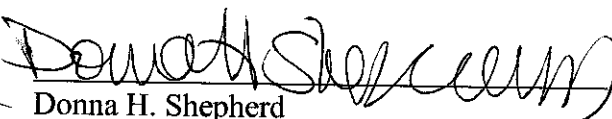
Including and together with all improvements and appurtenances thereon and thereunto belonging, but subject to taxes, reservations, covenants, conditions, restrictions, rights-of-way and easements of sight and record, if any.

FURTHERMORE, KNOW ALL PERSONS BY THESE PRESENTS, that the Grantors hereby waive and release any and all rights that the Grantors may have in the aforementioned real property by virtue of, or arising under the Homestead Laws of the State of Wyoming.

FURTHERMORE, KNOW ALL PERSONS BY THESE PRESENTS, that W.S. § 4-10-402(c) shall apply to the aforementioned conveyance of real property and any proceeds resulting from the sale or disposition thereof, which shall have the same immunity from the claims of the separate creditors of the Grantors as it would if it had remained held by the entirety, so long as the Grantors are both living and remain as husband and wife.

DATED this 4 day of January, 2016.

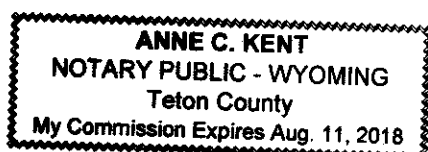
  
Scott M. Shepherd


  
Donna H. Shepherd

STATE OF WYOMING     }  
  ss.  
COUNTY OF TETON     }

The foregoing Quitclaim Deed was acknowledged before me by Scott M. Shepherd and Donna H. Shepherd, Grantors, on this 4<sup>th</sup> day of January, 2016.

WITNESS my hand and official seal.



  
Notary Public for the State of Wyoming  
My commission expires: 8/11/2018

GRANTOR: SHEPHERD, SCOTT M ET UX  
GRANTEE: SHEPHERD, DONNA HASENBEIN ET AL\*  
Doc 0897526 bk 912 pg 581-581 Filed At 14:36 ON 01/11/16  
Sherry L. Daigle Teton County Clerk fees: 12.00  
By Mary D Antrobus Deputy







# • Public Notices •

## • CONTINUED PUBLICATIONS •

Robert W. Horn  
Robert W. Horn, P.C.  
230 East Broadway, Suite 3A  
Post Office Box 4199  
Jackson Hole, WY 83001  
(307) 733-5747  
@mail - rhornatty@blissnet.com  
Bar #5-1720

FILED  
TETON COUNTY, WYOMING  
2019 MAY 28 AM 10:51  
CLERK OF DISTRICT COURT

IN THE DISTRICT COURT OF TETON COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

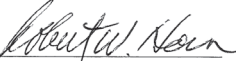
IN RE: CHANGE OF NAME FOR )  
ELWOOD JESSE SIMPSON, ) Civil No.  
 )  
Petitioner. )

### VERIFIED PETITION FOR NAME CHANGE

Elwood Jesse Simpson petitions pursuant to W. S. §1-25-101, *et. seq.* to change his name. In support of this Petition, the following information is provided.

- Petitioner was born March 14, 1940, in Los Angeles, California.
- His full name is Elwood Jesse Simpson.
- Petitioner would like to change his name from Elwood Jesse Simpson to E. J. Bill Simpson.
- Petitioner resides at 365 Johnny Courts Road, P. O. Box 12321, Jackson, Wyoming 83002.
- Petitioner has been a *bona fide* resident of Teton County, Wyoming for more than two years immediately preceding the filing of this petition having moved here in 2012.
- Petitioner has been known professionally in the motorsports industry as Bill Simpson. The reason he would like to change his name is so that his name corresponds with his public persona to avoid confusion in the conduct of his affairs, both commercial and private.
- The change of name is not sought for any fraudulent purpose and is not intended to be detrimental to the interests of any other individual.
- Petitioner has no creditors who will be adversely affected by the change of his name to E. J. Bill Simpson.

Dated May 16, 2019.

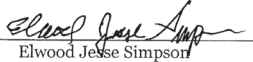
BY:   
Robert W. Horn  
Robert W. Horn, P. C.  
230 East Broadway, Suite 3A  
P. O. Box 4199  
Jackson Hole, Wyoming 83001  
307-733-5747  
FAX 307-733-8215

### VERIFICATION

STATE OF INDIANA )  
COUNTY OF MARION ) SS

Elwood Jesse Simpson, Petitioner, being sworn first, states that he has read the Verified Petition to Change Name and verifies that the statements contained in the petition are true to the best of his knowledge, information, and belief.

Dated May 16, 2019.

  
Elwood Jesse Simpson

STATE OF INDIANA )  
 ) SS  
COUNTY OF MARION )

This VERIFIED PETITION TO CHANGE NAME was  
sworn to and subscribed by Elwood Jesse Simpson on the 21st  
day of May, 2019.

  
Notary Public

My Commission Expires:

May 4, 2024

**Publish: 06/05, 06/12, 06/19, 06/26/19**

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

OF THE STATE OF WYOMING IN AND FOR TETON COUNTY

Docket No. 2859

In the Matter of the Estate of )  
 )  
CONSTANCE M. BARTEK, )  
 )  
Deceased. )

### NOTICE OF PROBATE OF ESTATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:  
You are hereby notified that on the 12th day of December, 2011, the Last Will and Testament of Constance M. Bartek was admitted to probate by the above-named Court, and that Elizabeth C. Bartek was appointed Personal Representative thereof. Any action to set aside the Will shall be filed in the Court within three months from the date of the first publication of this notice, or thereafter be forever barred.

Notice is further given that all persons indebted to said Decedent or to said estate are requested to make immediate payment to the undersigned at P.O. Box 1103, Jackson, Wyoming 83001.

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

Elizabeth C. Bartek  
PERSONAL REPRESENTATIVE

### ATTORNEYS FOR ESTATE

Amy M. Staehr  
Long Reimer Winegar LLP  
P.O. Box 3070  
Jackson, WY 83001  
(307) 734-1908  
**Publish: 06/12, 06/19, 06/26/19**

### NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that Scott M. Shepherd and Donn H. Shepherd, trustees of the Donna Shepherd Living Trust dated November 2, 1994, and trustees of the Scott Shepherd Living Trust dated November 2, 1994, 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 of Jackson Council at Jackson Town Hall. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 2 Lots. The project is located on 0.172 acres, generally described as Lot 13, Block 1 and the north 75 feet of Lot 12, Block 1 of John D. Hall Plat, Plat No. 131, records of the Clerk of Teton County, and being located within Section 34, Township 41 North, Range 116 West, street address 170 Redmond Street. The site is accessed from Redmond Street and will be named Kudar Flats Addition to the Town of Jackson.  
**Publish: 06/12, 06/19/19**

Official Notice  
Lower Valley Energy, Inc.  
2019 Annual Meeting

Notice is hereby given that the Annual Meeting of the Members of Lower Valley Energy, Inc. will be held at 6 pm June 27, 2019, at our Jackson office. Registration will begin at 5:30 pm. Business will be conducted as follows:

- Report on the number of members present in person and by proxy in order to determine the existence of a quorum.
- Read the notice of the meeting and proof of due publication or mailing thereof.
- Read unapproved minutes of previous meetings of the members and take necessary action thereon.
- Officers' presentations and consideration of reports.
- Election of board members for districts 2 and 5.
- Unfinished business.
- New business.
- Adjournment.

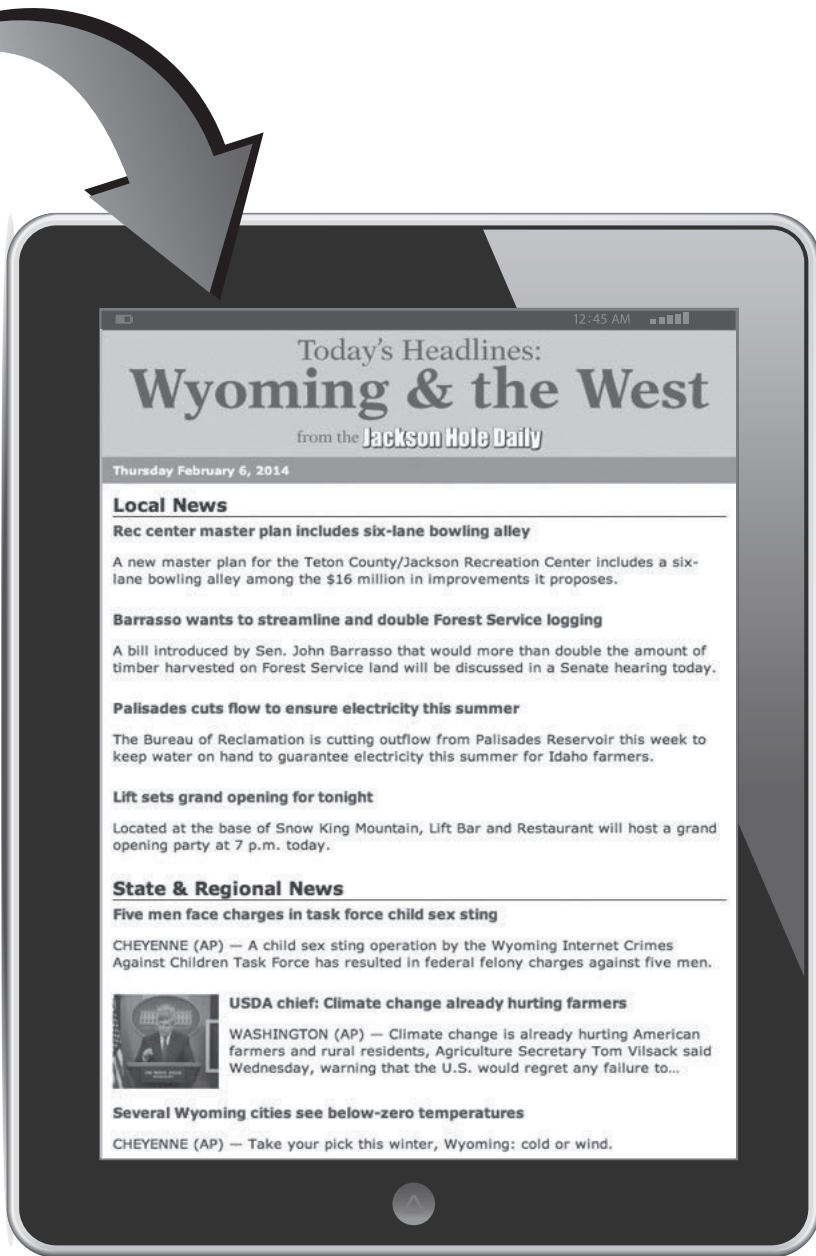
Dan Dockstader, Secretary/Treasurer  
**Publish: 06/05, 06/12, 06/19/19**

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*delivered*  
to your inbox.

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REGIONAL NEWS.

Sign up for our 'Wyoming and the West' email alert at  
**jhnewsandguide.com**

**Jackson Hole Daily**



Issued To:

Nelson Engineering  
P.O. Box 1599  
Jackson, WY 83001  
(307) 733-2087

Report No.: W-19565  
Effective Date: June 6, 2019  
Current Date: June 18, 2019  
Cost: \$

Project Reference:

Property Address: 170 Redmond Street, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

Donna Hasenbein Shepherd and Scott Michael Shepherd, Trustees of the Donna Shepherd Living Trust dated November 2, 1994, and any amendments thereto and Scott Michael Shepherd and Donna Hasenbein Shepherd, Trustees of the Scott Shepherd Living Trust dated November 2, 1994, and any amendments thereto, each an undivided one-half interest

2. The land referred to in this Report is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.  
Liz Jorgenson/Christina Feuz, Co-Managers  
Phone: 307.732.2983

**This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.**

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

The North 75 feet of Lots 12 and 13 of Block 1 of the John D. Hall Plat, Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on August 12, 1947, as Plat No. 131.

PIDN: 22-41-16-34-1-18-005



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

1. General taxes for the year 2019, a lien in the process of assessment, not yet due or payable.

TAX NOTE:

Taxes, special and general, assessment districts and service areas, for the year 2018. Parcel No. OJ-001799.

1st Installment: \$2,252.26 PAID

2nd Installment: \$2,252.25 PAID

2. All matters as delineated on the Official Plat of John D. Hall Plat, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 131.

[Plat 131](#)

3. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to Kent Thornley and Marsha Thornley, husband and wife, in a document recorded April 8, 1983, as (book) 137 (page) 349, Official Records:

Purpose: Encroachment

[B137P349](#)

4. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded July 20, 1993, as (book) 273 (page) 845, Official Records.

[B273P845](#)

5. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded January 4, 2008, as (book) 687 (page) 606, Official Records.

[B687P606](#)

6. A Mortgage to secure an indebtedness in the amount of \$417,000.00, and any other obligations secured thereby, dated July 30, 2008, recorded August 5, 2008, as (instrument) 0735665 (book) 705 (page) 603, and rerecorded August 18, 2008 as book 706, page 245, instrument 0736428, Official Records.

Mortgagor: Scott M. Shepherd and Donna H. Shepherd, husband and wife

Mortgagee: Mortgage Electronic Registration Systems, Inc. ("MERS") acting solely as nominee for  
First Bank of Idaho fsb dba First Bank of the Tetons

Loan No: 494029598

MIN No.: 100174101000141733

[B705P603](#) [B706P245](#)

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

## EASEMENTS AND COVENANTS AGREEMENT

Kudar Flats LLC, a Wyoming Limited Liability Company, executes this Easements and Covenants Agreement ("Agreement") for the purposes stated herein.

WHEREAS, Kudar Flats LLC is the owner of real property described as the North 75 feet of Lots 12 and 13 of Block 1 of the John D. Hall Plat, Town of Jackson, Teton County, Wyoming, according to Plat No 131 recorded in the Office of the Teton County Clerk on August 12, 1947 ("the Property"); and

WHEREAS, Kudar Flats LLC has applied for and obtained Final Development Plan No. \_\_\_\_\_ from the Town of Jackson to divide the Property into two new lots defined below, and to construct two, single-family attached homes (hereafter respectively "the Lot 1 Home" and "the Lot 2 Home" and collectively "the Residential Structures") on the new lots; and

WHEREAS, as a result of the foregoing events, Kudar Flats LLC has recorded Plat No. \_\_\_\_\_ in the Office of the Teton County Clerk on \_\_\_\_\_, 2019, memorializing the creation of the new lots as Lot 1 and Lot 2, "KUDAR FLATS ADDITION to the Town of Jackson" (hereafter "the Kudar Flats Plat").

WHEREAS, certain utility easements exist on the Property as shown on the Kudar Flats Plat, which will continue to exist and encumber the Property: and

WHEREAS, additional easements benefitting either Lot 1 and Lot 2 are created by this Agreement, as shown on the Kudar Flats Plat; and

WHEREAS, the Residential Structures on the new lots are attached homes that share certain structural elements as defined below (the "Common Elements"); and

WHEREAS, Kudar Flats LLC desires to provide for the future shared use and maintenance of the Common Elements defined below, to memorialize the grants of easements benefitting the new Lot 1 and Lot 2, and for further agreements benefitting Lot 1 and Lot 2 by covenants that run with the land;

WHEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, Kudar Flats LLC agrees as follows:

### 1. Defined Terms.

- a. The term "Lot" shall mean, as applicable either Lot 1 and Lot 2, "KUDAR FLATS ADDITION to the Town of Jackson".
- b. The term "Common Elements" shall mean the common concrete foundation under the Residential Structures, and the common top-most layer of the roof system above the Residential Structures. Each Lot owner shall have the right to the full use of the Common Elements.
- c. The term "Party" as used hereafter shall mean each respective owner of Lot 1 and Lot 2, and the term "Parties" shall collectively mean the owners of both Lot 1 and Lot 2.

### 2. Common Element Maintenance, Repair, and Replacement.

- a. Process for Initiating Maintenance or Repairs. A Party initiating any maintenance or repair of the Common Elements shall give advance written notice to the other Party and any such work shall require the prior written consent of the Parties as to the scope and estimated cost of the work. Without limitation, all maintenance, improvements and modifications to the Common Elements shall be undertaken by competent contractors pursuant to the applicable Town of Jackson Wyoming

Building Codes.

- b. Costs of Maintenance or Repairs, and Replacement of Common Elements. The cost of maintaining, repairing and replacing the Common Elements will be borne equally by the owners of Lot 1 and Lot 2, unless the need for such maintenance, repair or replacement results from the willful conduct or negligence of either the owner of Lot 1 or the owner of Lot 2, or their respective agents or tenants. In the event that maintenance, repairs or replacement of Common Elements is caused by the willful conduct or negligence of either the owner of Lot 1 or the owner of Lot 2, or their respective agents or tenants, then the cost of such maintenance, repair or replacement of Common Elements will be borne solely by the Lot owner whose willful conduct or negligence (or that of their agents or tenants) caused the damage necessitating the maintenance, repair or replacement of Common Elements. If any Party who has an obligation to pay the costs of maintenance, repairs or replacement of Common Elements under this Agreement, fails or refuses to pay his or her share of such costs (the “Defaulting Party”), the other party may have the Common Elements repaired or restored and shall have, and be entitled to record in the land title records of the Defaulting Party, a lien on the Lot and improvements of the Defaulting Party in an amount equal to the Defaulting Party’s share of the maintenance, repair or replacement costs, together with interest at the maximum rate allowed by Wyoming law. In addition to the foregoing lien, the Party entitled to the lien shall also be entitled to recover reasonable attorney’s fees from the Defaulting Party, and to all other remedies provided in this Agreement or by law.
- c. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this paragraph 2 shall be appurtenant to the ownership of each Lot, and shall pass to such owner's successors in title.

3. No Right to Alter Common Elements. Except as provided in paragraph 2 of this Agreement, neither owner of Lot 1 or Lot 2 will alter or change a Common Element in any manner, and such Common Elements will remain in the same location and general appearance as when originally erected. The owners of Lot 1 and Lot 2 shall have a perpetual easement in those parts of the premises of the other on which the Common Elements are located, for the purposes of such Common Element and any other additional area necessary to repair, replace, and maintain same.

4. Lot 1 Easements Granted to Lot 2. Kudar Flats LLC, as owner of Lot 1, hereby grants to the owners of Lot 2, a perpetual, non-exclusive easement for the construction, maintenance, repair and replacement of underground potable water utility lines and related above-ground equipment, over, across and under that portion of Lot 1 demarked “WS” on the Kudar Flats Plat, and for the construction, maintenance repair and replacement of electrical power and telecommunications lines and equipment over, across and under that portion of Lot 1 demarked “BP” and “BU” on the Kudar Flats Plat. The owners of Lot 2, and their heirs, successors and assigns shall be responsible for all of the construction, maintenance and repairs with regard to the utilities or any other costs pertaining to Lot 2’s use of the easement granted in this paragraph; provided, that such obligation shall not include the cost of any real estate taxes or assessments against Lot 1. The Parties further agree that the neither the owners of Lot 1 nor their heirs, successors or assigns shall be liable in any manner whatsoever to the owners of Lot 2 or their heirs, successors, assigns or to any other person for any loss, injury or damage arising out of the use of the easement granted to Lot 2 under this paragraph.

5. Lot 2 Easements Granted to Lot 1. Kudar Flats LLC, as owner of Lot 2, hereby grants to the owners of Lot 1, a perpetual, non-exclusive easement for the construction, maintenance, repair and replacement of underground sewer service lines and related above-ground equipment over, across and under that portion of Lot 2 demarked “PS” on the Kudar Flats Plat, and for the construction, maintenance repair and replacement of electrical power and telecommunications lines and equipment over, across and under that portion of Lot 2 demarked “BP” and “BU” on the Kudar Flats Plat. The owners of Lot 1, and their heirs, successors and assigns shall be responsible for all of the construction, maintenance and repairs with regard to the utilities or any other costs pertaining to Lot 1’s use of the easement granted in this paragraph; provided, that such obligation shall not include the cost of any real estate taxes or assessments against Lot 2. The Parties further agree that the neither the owners of Lot 2 nor their heirs, successors or assigns shall be liable in any manner whatsoever to the owners of Lot 1 or their heirs, successors, assigns or to any other person for any loss, injury or damage arising out of the use of the easement granted to Lot 1 under

this paragraph.

6. Maintenance of Exterior of Structures. The owners of Lot 1 and Lot 2 shall keep all exterior walls of his or her dwelling unit in good condition and repair at his or her sole cost and expense. No Lot owner will do or permit to be done any act or thing that would tend to depreciate the value of the Lot 1 Home or the Lot 2 Home structures (i.e. no variance in design, colors, roofing, etc.).

7. Drainage. The established drainage pattern from, on or over any Lot shall not be obstructed, altered or in any way modified, unless previous written consent is obtained from the Town of Jackson, Wyoming.

8. Covenants Run with the Land. The restrictions and covenants contained in this Agreement shall run with the land and be binding on all Parties and all persons claiming under them in perpetuity from the date this Agreement is recorded.

9. Effect of Provisions of Agreement. Each provision, covenant, condition and restriction contained in this Agreement:

- a. Shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property subject to this Agreement is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; and
- b. Shall, by virtue of any person's or entity's acceptance of any right, title or interest in any Lot subject to this Agreement, be deemed accepted, ratified, adopted and declared as a personal covenant of such person or entity and, as a personal covenant of such person or entity shall be binding on such person or entity and such person's or entity's heirs, personal representatives, successors and assigns; and
- c. Shall be deemed an equitable servitude running, in each case, as a burden with the title to each Lot now or hereafter subject to this Agreement and, both as a real covenant and an equitable servitude, shall be a burden upon and binding on each such Lot and upon each person or entity owning any right, title or interest in such Lot for so long as such person or entity owns any such right, title or interest; and
- d. Shall be deemed a condition subject to which title to each Lot which is subject to this Agreement is and shall at all times be held.

10. Enforcement. Enforcement of the terms of this Agreement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same seeking either to restrain violation or to recover damages or both. In the event it becomes necessary for any Party to place this Agreement in the hands of an attorney for the enforcement of any of the Party's rights hereunder, or for the recovery of any money due to the Party seeking enforcement hereunder, and if it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing party in such suit will recover from the losing party all costs of court and reasonable attorney's fees, as determined by the court, in addition to any other relief or recovery awarded by the court.

11. Amendment. This Agreement may be amended only by the written consent of the owners of both Lot 1 and Lot 2.

12. Miscellaneous Provisions.

- a. Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any covenant contained in this Declaration.
- b. Severability Clause. Invalidation of any one of these covenants by judgment or court order will in no wise effect any of the other provisions which remain in full force and effect.

- c. No Waiver. Failure to enforce any covenant in this Agreement shall not operate as a waiver of any such covenant or of any other provision, restriction, covenant or condition.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

Kudar Flats LLC

A Wyoming Limited Liability Company

By: \_\_\_\_\_  
Scott M. Shepherd, Manager

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF TETON     )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Scott M. Shepherd, to me personally known, who, being by me duly sworn, did say that he is the Manager of Kudar Flats LLC, a Wyoming Limited Liability Company, and that said instrument was duly signed on behalf of said limited liability company and acknowledged to be the free act and deed of said limited liability company.

Given under my hand and seal the date first above written.

SEAL

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



State of Wyoming )  
County of Teton ) ss

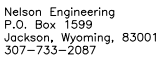
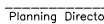
that by authority of the owners I have subdivided the lands as shown to be known as **KUDAR FLATS ADDITION TO THE TOWN OF JACKSON.**

The north 75 feet of Lot 12 and Lot 13, Block 1 of John D. Hall Plat to the Town of Jackson, Plat no. 131, a subdivision of record in the Office of the Teton County Clerk and located in the NW1/4 NE1/4, Section 34, T41N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming:

Lucas D. Rudolph, Wyoming Professional Land Surveyor 15442

State of Wyoming )  
 )ss.  
County of Teton )

WITNESS my hand and official seal. Notary Public



located within the  
NW 1/4 NE 1/4,  
Section 34,  
T41N, R116W, 6th P.M.,  
Town of Jackson,  
Teton County, Wyoming

DRAWING NO 1		JOB TITLE SCOTT AND DONNA SHEPHERD 170 REDMOND STREET PT. LOT 12 AND 13, JOHN D HALL PLOTS	DRAWING TITLE FINAL PLAT	<div><p><b>NELSON ENGINEERING</b></p></div> <div>P.O. BOX 1599, JACKSON WYOMING (307) 733-2087</div>		DATE 6/19/19	REV.
JOB NO 18-372-01				SURVEYED NE			
				ENGINEERED JK			
				DRAWN SK			
				CHECKED LR			
				APPROVED LR			