



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- *Nelson*
 - Assessor
 - Clerk and Recorder
 - Road and Levee
- State of Wyoming**
- Teton Conservation
 - WYDOT
 - TC School District #1
 - Game and Fish
 - DEQ

Federal Agencies

- Army Corp of Engineers

Utility Providers

- Qwest
- Lower Valley Energy
- Bresnan Communications

Special Districts

- START
- Jackson Hole Fire/EMS
- Irrigation Company

Date: April 16, 2020

Item #: P20-071

Planner: Brendan Conboy

Phone: 733-0440 ext. 1302

Fax: 734-3563

Email: bconboy@jacksonwy.gov

Owner:

Café G, LLC
PO Box 7372
Jackson, WY 83002

Applicant:

Cirque Consulting, George Putnam
PO Box 7775
Jackson, WY 83002

REQUESTS:

The applicant is submitting a Final Plat for the property located at 135, 175 E. Broadway Ave. legally known as, PT SW1/4SW1/4, SEC. 27, TWP. 41, RNG. 116 and PT SW1/4SW1/4, SEC. 27, TWP. 41, RNG. 116.

For questions, please call Brendan Conboy at 733-0440, x1302 or email to the address shown below. Thank you.

Please respond by: **April 20, 2020 (Sufficiency)**
May 7, 2020 (with Comments)

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



PO Box 7775
Jackson, WY 83002 307-413-5424

April 14, 2020

Brendan Conboy
Town of Jackson Planning and Building
PO Box 1687
Jackson, WY 83001

RE: Genevieve Block Final Plat Application

Dear Brendan,

On behalf of the applicant/owner, Café G, LLC, please accept this letter and the accompanying materials as a formal application for Final Plat within the Town of Jackson for property located at 135 and 175 E. Broadway Ave.

This submittal is in accordance with Development Plan P19-249, approved at the February 3, 2020 Town Council meeting. Pursuant to the approval of the fee waiver request for this project also made on February 3, 2020, application fees are not included with this submittal.

Included for your review are the following:

- Planning Application & Findings
- Letter of Authorization
- Ownership and Encumbrance Report
- Receipt of Request for Publication of Notice of Intent to Subdivide
- Draft Limited Service Access and Snow Storage Easement and Cost Sharing Covenant
- Draft Underground Utility Easement
- Draft Underground Utility Easement for the benefit of Town of Jackson
- Draft Subdivision Improvement Agreement
- Draft Affidavit Affecting Title Summary of Development Rights
- Draft Affidavit and Acknowledgement and Acceptance of Plat
- Draft Partial Vacation of Utility Easements
- Draft Final Plat prepared by Y2 Consultants

Please do not hesitate to contact me at (307) 413-5424 should you have any questions with this submittal. We look forward to hearing from you upon your sufficiency determination.

Sincerely,

George Putnam
Cirque Consulting, LLC



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: _____

Physical Address: _____

Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

APPLICANT/AGENT.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

DESIGNATED PRIMARY CONTACT.

_____ Property Owner _____ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson.com/200/Planning

Use Permit

Basic Use

Conditional Use

Special Use

Relief from the LDRs

Administrative Adjustment

Variance

Beneficial Use Determination

Appeal of an Admin. Decision

Physical Development

Sketch Plan

Development Plan

Design Review

Subdivision/Development Option

Subdivision Plat

Boundary Adjustment (replat)

Boundary Adjustment (no plat)

Development Option Plan

Interpretations

Formal Interpretation

Zoning Compliance Verification

Amendments to the LDRs

LDR Text Amendment

Map Amendment

Miscellaneous

Other: _____

Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: _____

Environmental Analysis #: _____

Original Permit #: _____

Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

Application Fee. Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

Notarized Letter of Authorization. A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

Response to Submittal Requirements. The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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


Signature of Property Owner or Authorized Applicant/Agent

Date

Name Printed

Title



PO Box 7775
Jackson, WY 83002 307-413-5424

Genevieve Block Addition to the Town of Jackson
Final Plat Findings Response
Town of Jackson Land Development Regulations
Section 8.5.3.C Findings

- 1. Is in substantial conformance with an approved development plan or development option plan or is a condominium or townhouse subdivision of existing physical development;*

THIS FINDING CAN BE MET. The proposed Final Plat is in conformance with Development Plan P19-249 approved by the Town of Jackson on February 3, 2020, together with departmental reviews and the one (1) condition of approval which reads:

“There shall be a twenty-five (25) foot long loading zone established by the Town on the public right-of-way contiguous to the driveway for the Café G property which may be amended by the Town as it governs future public rights of ways.”

- 2. Complies with the standards of this Section.*

THIS FINDING CAN BE MET. The proposed Final Plat is in conformance with Section 8.5.3 of the Town of Jackson Land Development Regulations as shown in the accompanying submittal application materials, plat contents, notice of intent to subdivide, and draft documents including the Subdivision Improvement Agreement.

- 3. Complies with the subdivision standards of Div. 7.2.; and*

THIS FINDING CAN BE MET. The proposed Final Plat is in conformance with applicable standards of Section 7.2 Subdivision Standards of the Town of Jackson Land Development Regulations according to the UC and DC zoning allowances for subdivision and the approved Development Plan P19-249 including proposed Subdivision Improvements as submitted, reviewed and approved by the Town of Jackson.



PO Box 7775
Jackson, WY 83002 307-413-5424

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

THIS FINDING CAN BE MET. The proposed Final Plat complies with all other relevant standards of the Town of Jackson Development Regulations and other Town Ordinances.

LETTER OF AUTHORIZATION

Cafe G, LLC _____, "Owner" whose address is: PO Box 7372 Jackson, WY
83002

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

_____, as the owner of property
more specifically legally described as: 135 & 175 E. Broadway Ave. Pt. SW1/4 SW1/4
Section 27 T41N, R117W, 6th P.M. Town of Jackson, Teton County, Wyoming

(If too lengthy, attach description)

HEREBY AUTHORIZES Cirque Consulting, LLC, George Putnam _____ as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

OWNER:



(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Manager

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

STATE OF Wyoming _____

)

)SS.

COUNTY OF Teton _____

)

The foregoing instrument was acknowledged before me by Roddie Levy this 4th day of November, 2019.

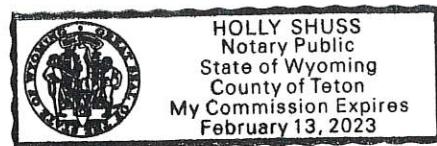
WITNESS my hand and official seal.

Holly Shuss
(Notary Public)

My commission expires:

February 13, 2023

(Seal)



Issued To:

Levy Coleman Brodie LLP
1110 Maple Way, Suite 7
Jackson, WY 83001
(307)733-7057

Report No.: W-20934
Effective Date: September 13, 2019
Current Date: October 2, 2019
Cost: \$\$0.00

Project Reference: Café G, LLC

Property Address: 135 East Broadway Avenue, Jackson, WY 83001
175 East Broadway Avenue, 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:

Cafe G, LLC, a Wyoming limited liability company

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

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

Issued By:

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

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

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

A portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, T41N, R116W, 6th P.M., Teton County, Wyoming, described as follows:

Beginning at a point 494 feet east of the Section Corner common to Sections 27, 28, 33 and 34, T41N, R116W, 6th P.M., on the south line of said Section 27; thence northerly and at right angles to the south line of said Section 27, 200 feet; thence easterly and parallel to said Section line, 300 feet; thence southerly and at right angles to the said southerly Section line, 200 feet; thence westerly along said Section line 300 feet, to the Point of Beginning.

PARCEL 2:

That part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 27, T41N, R116W, 6th P.M., Teton County, Wyoming, being more particularly described as follows:

Beginning at a point on the section line eight hundred six and one half (806 $\frac{1}{2}$) feet East of the Southwest corner of Section 27, Township 41 North, Range 116 West, 6th P.M., thence East along said section line, eighty seven and one half (87 $\frac{1}{2}$) feet, thence North one hundred and fifty (150) feet, thence West eighty seven and one half (87 $\frac{1}{2}$) feet, thence South one hundred and fifty (150) feet to the Point of Beginning; and

Beginning at a point on the section line seven hundred ninety four (794) feet East of the Southwest corner of Section 27, Township 41 North, Range 116 West, 6th P.M., thence East along said section line twelve and one half (12 $\frac{1}{2}$) feet, thence north one hundred fifty (150) feet, thence West twelve and one half (12 $\frac{1}{2}$) feet, thence South one hundred fifty (150) feet to the Point of Beginning; and

Beginning at a point which is 150 feet north of a point on the section line, 794 feet east of the southwest corner of Section 27, Township 41 North, Range 116 West, 6th P.M.,
thence east 100 feet,
thence north 50 feet,
thence west 100 feet,
thence south 50 feet to the Point of Beginning.

PIDN: 22-41-16-27-3-00-010, 22-41-16-27-3-00-009

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-20934

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

1. Taxes, special and general, assessment districts and service areas for the year 2019. (Parcel 1)

Tax ID No.: OJ-001663
1st Installment: \$14,986.63 OPEN
2nd Installment: \$14,986.63 OPEN

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

2. Taxes, special and general, assessment districts and service areas for the year 2019. (Parcel 2)

Tax ID No.: OJ-001889
1st Installment: \$2,827.43 OPEN
2nd Installment: \$2,827.42 OPEN

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

3. Agreement for Purchase of Power by and between Lower Valley Power and Light, Inc. and Abi Garaman, setting forth terms, recorded March 20, 1990, as (instrument) 0295486 (book) 222 (page) 536, Official Records. (Parcel 1)

[B222P536](#)

4. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded November 13, 1992, as (instrument) 0340619 (book) 261 (page) 165, Official Records. (Parcel 1)

[B261P165](#)

5. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded January 22, 1996, as (instrument) 0410678 (book) 315 (page) 378, Official Records. (Parcel 1)

[B315P378](#)

6. Matters Disclosed by Record of Survey recorded March 26, 2019, as (instrument) Map T-20K, Official Records.

[Map T-20K](#)

7. Unrecorded leaseholds, if any, rights of parties in possession other than the vestee(s) herein, rights of secured parties under financing statements as to personal property located on the premises herein and the rights of tenants to remove trade fixtures.

8. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records, relating specifically to activity on the Cafe Genevieve restaurant building site.

9. Encroachments as disclosed by Improvement Location Survey Prepared for Cafe G, LLC, dated May 31, 2019, Project No. 19035, Y2 Consultants, including the following:

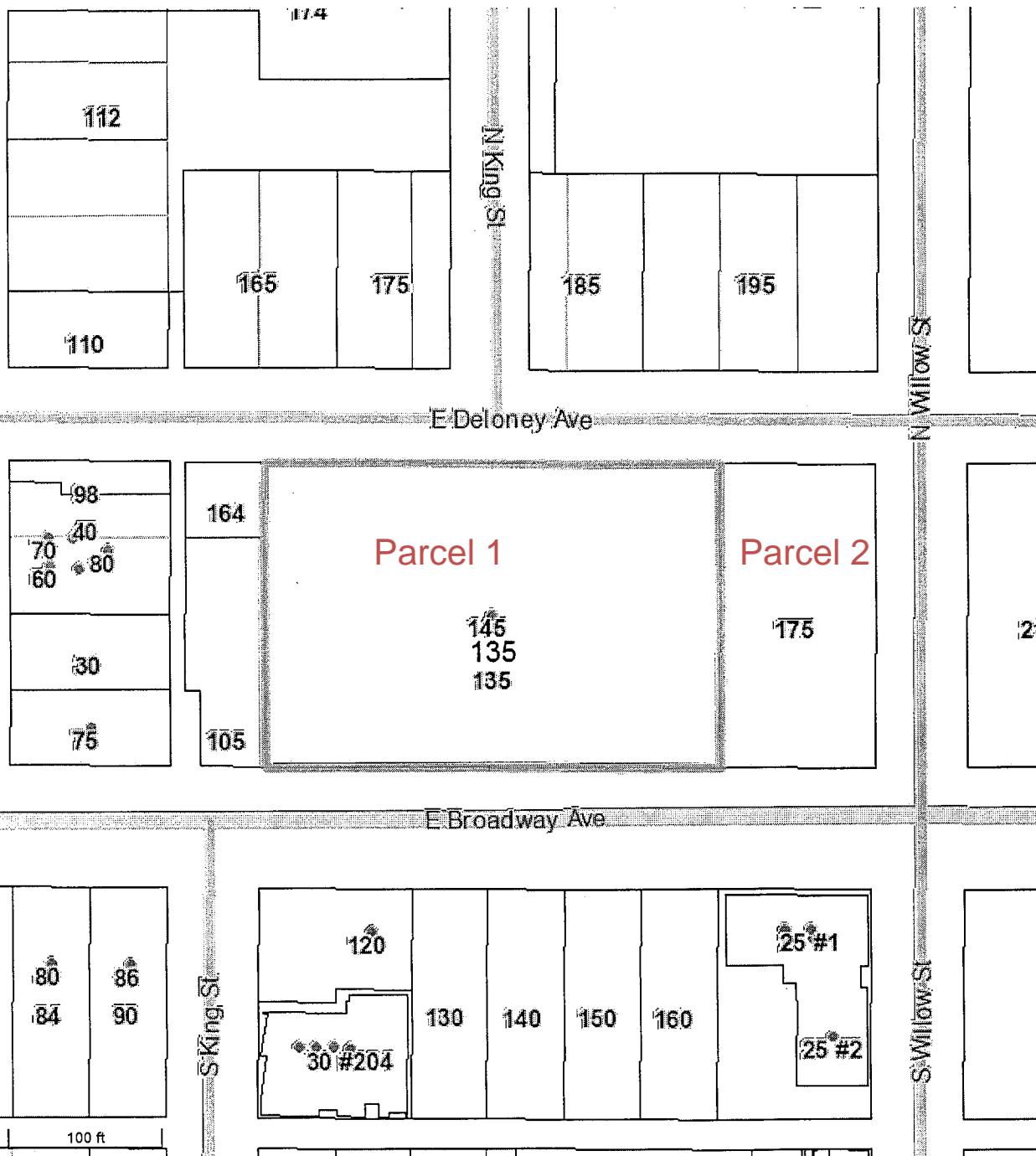
- a. 1.3 foot stairway encroachment from the west by the Soleil Holding Company, LLC parcel;
- b. 0.8 building eave encroachment from the west by the Foam Capital, LLC building;
- c. Eave, deck and wooden walkway encroachments onto public rights of way;

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-20934

- d. Building encroachments onto utility easement recorded as Document No. 0410678;
 - e. Building encroachment onto utility easement recorded as Document No. 0340619
10. Encroachment Agreement by and between Foam Capital, LLC, a Wyoming limited liability company and Deloney Street, LLC, a Wyoming limited liability company, setting forth terms, recorded August 16, 2019, as (instrument) 0975460, Official Records. (Parcel 1)
[Doc 0975460](#)
11. Encroachment Agreement by and between Soleil Holding Company, LLC, a Wyoming limited liability company and Deloney Street, LLC, a Wyoming limited liability company, setting forth terms, recorded August 16, 2019, as (instrument) 0975461, Official Records. (Parcel 1)
[Doc 0975461](#)
12. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Jackson Hole Land Trust, a Wyoming non-profit corporation, in a document recorded August 16, 2019, as (instrument) 0975464, Official Records:
Purpose: Conservation and Greenspace Easement
[Doc 0975464](#)

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

Teton County Wyoming MapServer



Teton County provides this map for illustrative purposes
only and assumes no liability for actions taken by users
based on information shown.

printed 2/12/2019

George Putnam

From: JHN&G Legals <legals@jhnewsandguide.com>
Sent: Monday, March 30, 2020 1:23 PM
To: George Putnam
Subject: Re: Notice of Intent to Subdivide...

Great will do.

Our deadline is at 3:00pm on Thursday for the following week's Jackson Hole News&Guide.

Thank you,

Rudy Perez
Legal Notices
(307) 733-2047
www.jhnewsandguide.com
Jackson Hole News&Guide | Jackson Hole Daily

On Mar 30, 2020, at 11:43 AM, George Putnam <gputnam@cirqueconsulting.com> wrote:

Hi Rudy,

Yes, please run it on the 8th & 15th.

Please let me know what your deadline is for notices to make the next week's Wednesday paper.

Thanks,

-George

George Putnam

Cirque Consulting, LLC
185 E. Hansen Ave
P.O. Box 7775
Jackson, WY 83002
Ph: 307-413-5424

From: JHN&G Legals <legals@jhnewsandguide.com>
Sent: Monday, March 30, 2020 11:09 AM
To: George Putnam <gputnam@cirqueconsulting.com>
Subject: Re: Notice of Intent to Subdivide...

Hi George,

The notice was submitted after our deadline so the soonest I can run the notice will be on April 8th. Please let me know if you would like to proceed and what the new run dates would be.

Thank you,

Rudy Perez
Legal Notices
(307) 733-2047
www.jhnewsandguide.com
Jackson Hole News&Guide | Jackson Hole Daily

On Mar 27, 2020, at 4:16 PM, George Putnam <gputnam@cirqueconsulting.com> wrote:

Hi Rudy,

Can you please run the below notice again on April 1 and April 8.

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that in accordance with Chapter 18-5-306 Wyoming Statutes, 1977, as amended, that the Café G, LLC, owner of two unplatteed parcels within the Town of Jackson intends to apply for a permit to subdivide into six lots. The project is generally located at 135 & 175 E. Broadway Ave., Jackson, Wyoming.

Filing for said permit will occur at a regular meeting of the Jackson Town Council. Please contact the Town of Jackson Planning Department at (307) 733-0440 for the scheduled meeting date and additional information.

Do not print contents below line:

Please publish: April 1 and April 8, 2020

Bill to:
Cirque Consulting
P.O. Box 7775
Jackson, WY 83002

Many thanks,

-George Putnam

**DECLARATION OF
LIMITED SERVICE ACCESS AND SNOW STORAGE EASEMENT
AND COST SHARING COVENANT**

CAFÉ G, LLC, a Wyoming limited liability company (hereafter referred to as "Declarant") and the Jackson Hole Land Trust, a Wyoming nonprofit corporation ("JHLT") execute this DECLARATION OF LIMITED SERVICE ACCESS AND SNOW STORAGE EASEMENT AND COST SHARING COVENANT (this "Declaration") to be effective as of the date this instrument is recorded in the land records of Teton County, Wyoming (the "Effective Date") .

RECITALS

WHEREAS, Declarant owns that certain real property located in the Town of Jackson, Teton County, Wyoming that is more particularly described as Lots 1, 2, 3, 4, and 5 of the Genevieve Block Addition to the Town of Jackson according to that certain plat to be recorded in the Office of the Teton County Clerk the same date hereof ("Lot 1," "Lot 2," "Lot 3," "Lot 4," "Lot 5," respectively, or the "Burdened Property," collectively, or a "Lot" individually and the "Lots" generally);

WHEREAS, Declarant desires to declare and establish in, under, over and across the Burdened Property an express, non-exclusive limited service access, snow removal and snow storage easement appurtenant to and for the benefit of only Lot 2, Lot 3, Lot 4 and Lot 5 (the "Benefited Property"), according to the terms and conditions set forth herein;

WHEREAS, Declarant desires to declare and establish a cost sharing covenant for the Benefited Property with respect to the allocation of maintenance, repair and replacement of the Driveway (as defined below), according to the terms and conditions set forth herein;

WHEREAS, JHLT has a conservation interest in the Burdened Property pursuant to that certain Conservation Easement recorded on portions of the Burdened Property on August 16, 2019 as Document Number 0975464 (the "JHLT Conservation Easement"), and JHLT desires a Driveway width as narrow as reasonably possible to provide the use contemplated and a surface that is aesthetically pleasing and not necessarily asphalt;

WHEREAS, Declarant and JHLT agreed that the costs of maintaining, repairing and replacing the Driveway from time to time should be fairly allocated to the Benefited Property on the basis of what a driveway with an asphalt surface would ordinarily cost to maintain, repair and replace, taking into consideration the limited use to which this Driveway will be put, and any excess costs should be fairly allocated to Lot 4, which is contemplated to be owned by a JHLT affiliate;

WHEREAS, JHLT agrees that the Easement set forth herein is in accordance with the JHLT Conservation Easement and the cost sharing contemplated herein is an adequate exchange for the protections afforded to the JHLT interest in the aesthetic attributes of the Driveway;

DECLARATIONS

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as if set forth in their entirety below, Declarant hereby declares that the Burdened Property shall be held, sold, transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses and privileges hereafter set forth, all of which shall be binding upon all parties having or acquiring any right, title and interest in the Burdened Property and shall inure to the benefit of the Benefited Property, as follows:

1. Grant of Non-Exclusive Easement. Declarant hereby declares and establishes for the benefit of the Owners (as defined below) of the Benefitted Property and each of their heirs, successors, assigns, employees, agents, contractors and licensees, a non-exclusive limited service access, snow removal and snow storage easement in, under, over and across those portions of the Burdened Property legally described on **Exhibit A** attached hereto and designated as the “Limited Service Access & Snow Storage Easements” on the map attached hereto as **Exhibit B** (the “Easement”), subject to the terms and conditions set forth herein.

2. Construction, Maintenance, Repair and Replacement of Driveway Surface; Snow Storage and Snow Removal.

(a) **Initial Construction.** Declarant shall construct the driveway located within the Easement (the “Driveway”). The width and surface material of the Driveway shall be determined by the JHLT in its sole discretion provided that such width and surface material is reasonably sufficient for the purposes for which the Easement was created as set forth in this Declaration and the ability of the service vehicles to utilize the Driveway without damage to the Burdened Property. If at any time in the future, the width or surface material chosen by JHLT is “deemed to be insufficient for the purposes for which this Easement was created” then the Owner of Lot 4 (contemplated to be an entity affiliated with the JHLT) will bear the entire cost to widen the Driveway width or replace the surface material sufficient to reasonably facilitate the use of the Driveway for the purposes contemplated by this Declaration. For purposes of this paragraph, the width or surface material shall only be deemed to be insufficient for the purposes for which this Easement was created if one of the following occurs: (i) service vehicles are causing damage beyond reasonable ordinary wear and tear to the Burdened Property (for example, by continually driving off of the edge of the Driveway surface and creating ruts along the sides of the Driveway), or (ii) service providers are refusing to service the Benefited Properties because of the road width or the surface material.

(b) **Driveway Surface Maintenance and Repair.** After the initial construction, the Benefited Properties may maintain and repair the Driveway as they deem necessary. Immediately after such maintenance or repair work is complete, the Owner(s) undertaking such work shall remediate the areas surrounding the Driveway in the Burdened Property to the condition they were in immediately prior to the work being performed. The frequency and scope of maintenance and repair of the Driveway surface as well as contracting for the services required for such maintenance, repair and remediation of the Burdened Property shall be determined by the majority vote of the Owners of Lot 2, Lot 3, Lot 4, and Lot 5, with each Lot having one vote. All such future maintenance, repair and remediation of the Driveway surface and surrounding Burdened Property shall be paid for by the Owners of Lot 2, Lot 3, Lot 4 and Lot 5 as follows: All maintenance and repair shall first be estimated as if the Driveway were an asphalt surface having sustained the limited use contemplated by this Declaration. Then the maintenance and

repair shall be estimated for the actual existing surface of the Driveway and the actual maintenance or repair required at the time. To the extent the estimate for actual repair or maintenance exceeds the hypothetical asphalt surface estimate, the Lot 4 owner shall pay all such excess estimated costs and remediation costs. To the extent there is a maintenance, repair or remediation cost remaining (the “Driveway Maintenance Costs”), such Driveway Maintenance Costs shall be allocated to the Owners as follows: the Owners of Lot 2, Lot 3 and Lot 5 shall pay the Driveway Maintenance Costs based upon the following formula, which takes into account the fact that the Owners of Lot 2 and Lot 3 use the entire length of the Driveway and the Owner of Lot 5 uses only the first half of the Driveway: (i) 50% of the total Driveway Maintenance Costs shall be split equally among the Owners of Lot 2, Lot 3, and Lot 5; and (ii) 50% of the total Driveway Maintenance Costs shall be split equally between the Owner of Lot 2 and the Owner of Lot 3. By way of example, if the total Driveway Maintenance Driveway Costs are \$100, the Owner of Lot 5 shall be allocated \$16.67, the Owner of Lot 2 shall be allocated \$41.67 and the Owner of Lot 3 shall be allocated \$41.67.

(c) Replacement of Driveway Surface. At such time that the repair of the surface of the Driveway becomes impractical, and replacement of the Driveway surface is reasonably required, the Owners shall undertake to replace the Driveway surface and the cost for such replacement, and necessary remediation of the Burdened Property as set forth herein, shall be split among the Owners of Lot 2, Lot 3, Lot 4 and Lot 5 as follows: The Owners of the four Lots shall obtain estimates to replace the Driveway surface with asphalt and estimates to replace the Driveway surface with a material chosen by Lot 4 (provided such material is adequate to allow the uses of the Driveway contemplated by this Declaration as set forth above for the initial installation). If and to the extent the estimate chosen (and the actual cost associate with the work performed) exceeds the estimate for replacement of the Driveway surface with asphalt, the Owner of Lot 4 shall pay such difference. The remainder of the amount due (which should be no less than the amount of the estimate to replace the Driveway surface with asphalt) shall be paid by the Owners of Lot 2, Lot 3, and Lot 5 in the same formula set forth above for Driveway Maintenance Costs set forth in subsection 2(b) above.

(d) Snow Removal Expenses; Snow Storage. The Owners of Lot 2, Lot 3, and Lot 5 shall contract for and manage the snow removal necessary to maintain the limited access along the Driveway to their Lots. All management decisions will be taken by majority vote with each of the three Lots having one vote. The Owners of Lot 2, Lot 3, and Lot 5 shall pay the costs of snow removal based upon the formula set forth for Driveway Maintenance Costs set forth in subsection 2(b) above. The Owners shall be permitted to store snow in the areas depicted as “New Snow Storage Easements” on the attached Exhibit “B”.

(e) Lien to Secure Payment. The maintenance and repair costs specially allocated to Lot 4, Driveway Maintenance Costs, Driveway replacement costs, and snow removal costs allocated to each of the Owners shall be due and payable within ten (10) days of receipt of notice of each Owner’s allocated share of such costs. If any Owner fails to pay in full any amounts due hereunder within sixty (60) days of receipt of notice, in addition to all other remedies set forth herein and at law and in equity, the other Owners shall each have a lien against the applicable non-paying Lot to secure payment of any costs due hereunder (subject to the limitations of Wyoming law) and any costs of collection (including attorneys’ fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any mortgage. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or non-judicial foreclosure as provided for by

Wyoming law. The sale or transfer of Lot 2, Lot 3, Lot 4 or Lot 5 shall not affect the lien or relieve any such Lot from the lien for any subsequent amounts owed.

3. Restrictions. The purpose of the Easement granted herein shall be limited to, and this Declaration shall be subject to, the following restrictions:

(a) The Driveway shall be and remain a private Driveway and the scope of its usage shall be limited to ingress and egress to and from the Benefited Properties by (i) pedestrians and (ii) vehicles but only for the purposes of sewer and grease trap clean-out, and garbage and recycling pick-up from the Benefited Properties, and for snow plowing and snow removal from the Benefited Properties, the storage of snow removed from the Benefited Properties, and necessary repair, maintenance or replacement of the Driveway as contemplated herein, or the necessary repair, maintenance and replacement of utilities that lie beneath or immediately adjacent to the Driveway and contemplated by any other easements burdening the Burdened Property.

(b) The Driveway shall not be used for parking at any time.

4. No Merger. This Declaration and the easements and rights declared and established herein are intended to remain separate from the Declarant's fee simple interest in the Benefited Property and the Burdened Property and shall not merge therewith.

5. Construction. Any recitals in this Declaration are represented by the parties to be accurate and constitute a part of the substantive agreement. This Declaration shall be construed in accordance with the laws of the State of Wyoming. Venue is in Teton County, Wyoming.

6. Enforcement. For purposes of this Declaration, an "Owner" or "Owners" shall mean all record owners, whether one or more, of fee simple title to any Lot within the Burdened Property or the Benefited Property as the context may require or any portion thereof, and their respective heirs, successors and assigns. The Owners of all Lots within the Benefited Property or the Burdened Property and the JHLT (as to the limitations on use of the Driveway only) shall each be entitled to enforce the terms and conditions set forth herein. If any party is required to take action to enforce the terms and conditions of this Declaration, the defaulting party agrees to pay all costs incurred by the non-defaulting party, including attorney's fees, whether suit is brought or not.

7. Term. The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the Office of the Clerk of Teton County, Wyoming and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all the current Owners and the JHLT (as to the limitations on use of the Driveway only).

8. No Assumption of Liability. Declarant, by declaring and establishing the Easement, does not assume any responsibilities or liabilities with respect thereto, nor shall Declarant at any time incur any liability for failure to comply with any law, ordinance, regulation or order with respect to the Easement contained herein.

9. Reservation. The Declarant reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the surface and subsurface of the Easement, including but not limited to the Driveway. The Declarant further reserves unto itself, its heirs, successors and assigns, the right to grant additional easements in, under, over and across the Burdened Property for any purpose as Declarant deems necessary, in Declarant's sole discretion so long as such additional grants do not unreasonably interfere with the rights and benefits granted to the Owners herein.

10. Real Covenants. All covenants, conditions, easements, rights, benefits and privileges granted, created, reserved or declared by this Declaration shall be covenants appurtenant, running with the land, binding upon, inuring to the benefit of, and enforceable by the Owners of the Benefited Property and the Burdened Property and the JHLT. Each Owner, by acceptance of a deed conveying title to their respective Lot or any portion thereof, or the execution of a contract for the purchase thereof, or the acceptance of a license or lease therefore, or the taking possession thereof, shall for itself, his successor and assigns, be deemed to (i) accept such deed, contract, lease, license or possession upon and subject to each and all of the provisions of this Declaration, and (ii) covenant to and with Declarant (and all of Declarant's successors and assigns with respect to Lot 2, Lot 3, Lot 4 and Lot 5) and the JHLT to keep, observe, comply with and perform the requirements of this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such Owner or other person acquired said interest. Declarant, as the current owner of fee simple title to Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5, expressly intends to and by the recording of this Declaration in the Office of the Clerk of Teton County, Wyoming, does hereby subject Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 to the provisions of this Declaration.

11. Entire Agreement. This Declaration embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Declaration.

12. Severability. In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

DATED as of the Effective Date.

DECLARANT:

Café G, LLC,
a Wyoming limited liability company

By: _____
Name: Robbin Levy Mommesen

Title: Manager

(acknowledgments and further signature on following page)

STATE OF WYOMING)
)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Robbin Levy Mommsen, as Manager of Café G, LLC, a Wyoming limited liability company, this ____ day of _____, 2020.

Witness my hand and official seal.

Notary Public
My commission expires:

Acknowledgement as to the consent of the Jackson Hole Land Trust, a Wyoming nonprofit corporation, regarding the obligations, terms and conditions set forth herein:

**Jackson Hole Land Trust,
a Wyoming nonprofit corporation**

By: _____, its _____

STATE OF WYOMING)
)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as _____ of Jackson Hole Land Trust, a Wyoming nonprofit corporation, this ____ day of _____, 2020.

Witness my hand and official seal.

Notary Public
My commission expires:

Legal Description of Limited Service Access & Snow Storage Easements

Three (3) strips of land situated in the SW1/4SW1/4 of Section 27, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described by the following metes and bounds:

STRIP A: Limited Service Access & Snow Storage Easement

BEGINNING at the northwest corner of the northern portion of Lot 4 as shown on that forthcoming Plat entitled "Genevieve Block Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming, said corner being marked by an aluminum cap inscribed "PLS 16012";

THENCE S 89°32'42" E, 30.00 feet, along the north line of said northern portion of Lot 4 to a point;

THENCE S 39°51'19" W, 15.79 feet, departing said north line to a point;

THENCE S 0°32'53" W, 75.71 feet, to a point of intersection with the north line of Lot 5 as shown on said Plat;

THENCE N 89°33'56" W, 3.49 feet, along said north line to a point;

THENCE S 45°29'29" W, 17.85 feet, departing said north line to a point of intersection with the west line of said Lot 5;

THENCE S 0°32'53" W, 19.42 feet, along said west line to a point;

THENCE N 89°33'56" W, 84.48 feet, departing said west line to a point;

THENCE S 2°57'45" W, 15.32 feet to a point;

THENCE N 87°02'15" W, 30.00 feet to a point;

THENCE N 2°57'45" E, 14.00 feet to a point;

THENCE N 89°33'56" W, 5.00 feet, to a point of intersection with the east line of Lot 2 as shown on said Plat;

THENCE N 2°57'45" E, 2.00 feet, along said east line to a point;

THENCE N 89°33'56" W, 66.97 feet, departing said east line to a point of intersection with the west line of said Lot 2;

THENCE N 0°32'53" E, 18.00 feet, along said west line to the northwest corner of said Lot 2, as marked by an aluminum cap inscribed "PLS 16012";

THENCE S 89°33'56" E, 67.73 feet, to the north corner common to said Lot 2 and Lot 3 as shown on said Plat, as marked by an aluminum cap inscribed "PLS 16012";

THENCE S 89°33'56" E, 57.37 feet, to the north corner common to said Lot 3 and the southern portion of said Lot 4, as marked by an aluminum cap inscribed "PLS 16012";

THENCE S 89°33'56" E, 36.40 feet, along the north line of said southern portion of Lot 4 to a point;

THENCE N 45°29'29" E, 29.73 feet, departing said north line to a point of intersection with the west line of said northern portion of Lot 4;

THENCE N 0°32'53" E, 78.94 feet, along said west line to the **POINT OF BEGINNING**.

Said strip encompasses 6,200.2 square feet, more or less.

STRIP B: Snow Storage Easement

COMMENCING at the northwest corner of the northern portion of Lot 4 as shown on that forthcoming Plat entitled "Genevieve Block Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming, said corner being marked by an aluminum cap inscribed "PLS 16012";

THENCE S 89°32'42" E, 30.00 feet, along the north line of said northern portion of Lot 4 to the **POINT OF BEGINNING**;

THENCE S 89°32'42" E, 12.94 feet, continuing along said north line to a point;
THENCE S 39°51'19" W, 20.43 feet, departing said north line to a point;
THENCE S 0°32'53" W, 72.12 feet, to a point of intersection with the north line of Lot 5 as shown on said Plat;
THENCE N 89°33'56" W, 10.00 feet, along said north line to a point;
THENCE N 0°32'53" E, 75.71 feet, departing said north line to a point;
THENCE N 39°51'19" E, 15.79 feet to the **POINT OF BEGINNING**.

Said strip encompasses 920.2 square feet, more or less.

STRIP C: Snow Storage Easement

COMMENCING at the southwest corner of Lot 5 as shown on that forthcoming Plat entitled "Genevieve Block Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming, said corner being marked by an aluminum cap inscribed "PLS 16012";
THENCE N 0°32'53" E, 70.00 feet, along the west line of said Lot 5 to the **POINT OF BEGINNING**;

THENCE N 89°33'56" W, 84.90 feet, departing said west line to a point;
THENCE N 2°57'45" E, 10.01 feet to a point;
THENCE S 89°33'56" E, 84.48 feet, to a point of intersection with said west line;
THENCE S 0°32'53" W, 10.00 feet to the **POINT OF BEGINNING**.

Said strip encompasses 846.9 square feet, more or less.

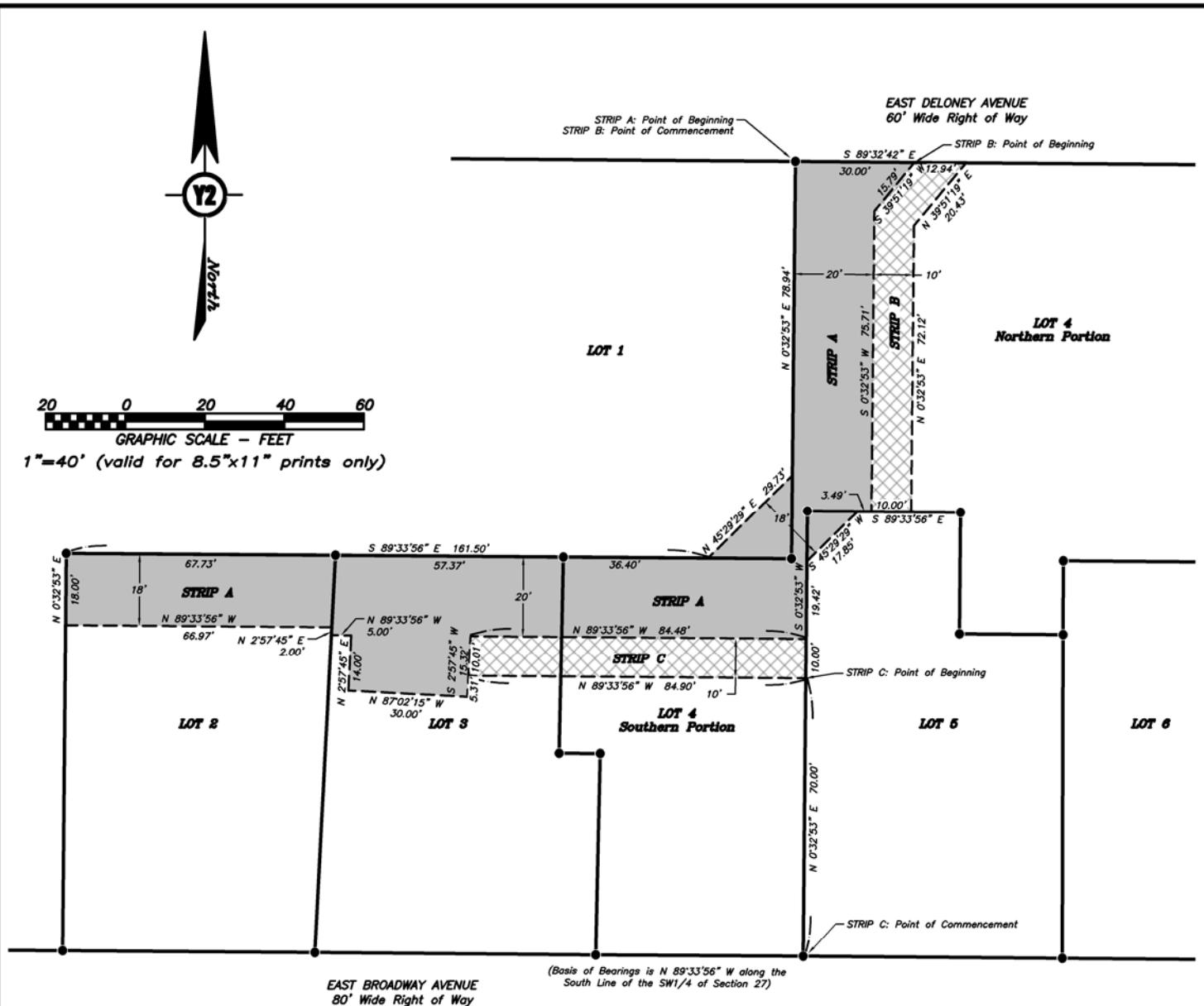
The basis of bearings for these descriptions is N 89°33'56" W along the south line of the SW1/4 of Section 27, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on that forthcoming Plat entitled "Genevieve Block Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming.

All in accordance with the exhibit entitled "Limited Service Access & Snow Storage Easements for the Benefit of Lots 2, 3, 4, & 5" recorded concurrently with this legal description in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

April 1, 2020

Y2 Project #19035
Prepared by MWW

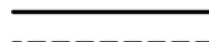


NOTES

Bearings and distances shown hereon are record from that forthcoming Plat entitled "Genevieve Block Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming.

The basis of bearings for this survey is N 89°33'56" W along the south line of the SW1/4 of Section 27, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said Plat.

LEGEND



Record Property Boundary



STRIP A: New Limited Service Access & Snow Storage Easement



STRIPS B & C: New Snow Storage Easements



Aluminum Cap Inscribed "PLS 16012"

Limited Service Access & Snow Storage Easements for the Benefit of Lots 2, 3, 4, & 5

Project Number • 19035
Project Path • F:\2019\19035\Survey\ACAD\19035_200214_PLAT.dwg
Drawn By • MWW
Reviewed By • MWF
Drawing Date • April 1, 2020
Revision Date •

Exhibit_

Cafe G, LLC

Being a portion of the SW1/4SW1/4 of Section 27 T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming



Y2 Consultants
180 South Willow St.
P.O. Box 2870
Jackson, WY 83001
Y2consultants.com

DECLARATION OF UNDERGROUND UTILITY EASEMENT

CAFÉ G, LLC, a Wyoming limited liability company (hereafter referred to as “Declarant”) executes this DECLARATION OF UNDERGROUND UTILITY EASEMENT (this “Declaration”) to be effective as of the date this instrument is recorded in the land records of Teton County, Wyoming (the “Effective Date”).

RECITALS

WHEREAS, Declarant owns that certain real property located in the Town of Jackson, Teton County, Wyoming that is more particularly described as Lots 1, 2, 3, 4, 5 and 6 of the Genevieve Block Addition to the Town of Jackson according to that certain plat to be recorded in the Office of the Teton County Clerk the same date hereof (“Lot 1,” “Lot 2,” “Lot 3,” “Lot 4,” “Lot 5,” “Lot 6,” respectively, or a “Lot” individually and the “Lots” generally);

WHEREAS, Declarant desires to declare and establish in, under, over and across those portions of the Lots legally described on **Exhibit A** attached hereto and designated as the “New Easement” on the map entitled “Underground Utility Easement for the Benefit of Lots 1-6” attached hereto as **Exhibit B** (the “Easement” or the “Burdened Property”), subject to the terms and conditions set forth herein, an express, non-exclusive underground utility easement appurtenant to and for the benefit of all of the Lots (the “Benefited Property”), according to the terms and conditions set forth herein;

DECLARATIONS

NOW, THEREFORE, Declarant hereby declares that the Burdened Property shall be held, sold, transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses and privileges hereafter set forth, all of which shall be binding upon all parties having or acquiring any right, title and interest in the Burdened Property and shall inure to the benefit of the Benefited Property, as follows:

1. Grant of Non-Exclusive Easement. Declarant hereby declares and establishes for the benefit of the Owners (as defined below) of the Benefitted Property and each of their heirs, successors, assigns, employees, agents, contractors and licensees, a non-exclusive underground utility easement in, under, over and across the Burdened Property for the installation, repair, maintenance and replacement of underground utilities along with necessary above-ground appurtenances.

2. Maintenance, Repair and Replacement of Utilities.

(a) **Initial Installation.** Within one year of the recordation date of this Declaration, Declarant will have installed certain utility lines within the Easement to the extent required by the Town of Jackson for the subdivision improvements for the Genevieve Block Addition to the Town of Jackson (collectively, the “Utility Lines”).

(b) Future Additions to the Utility Lines. Any Owner or group of Owners of a Lot or Lots within the Benefited Property may choose to install additional utility lines provided the installation or operation of such additional lines does not negatively impact the services provided by the original Utility Lines to the Benefited Property. Immediately after completing the installation of additional utility lines, the Owner(s) undertaking the work shall remediate the Burdened Property to the condition it was in prior to undertaking the work. All costs associated with the installation of such additional utility lines as well as remediation of the Burdened Property to its condition prior to the new installation shall be paid by the Owner or Owners choosing to install such additional lines.

(c) Maintenance, Repair and Replacement of Utility Lines. The cost and expense for any necessary maintenance, repair or replacement of the Utility Lines, along with the costs to remediate the Burdened Property after the repair work is complete (collectively the costs for the maintenance, repair, replacement and remediation shall be referred to as the “Expense”), shall be allocated pro rata to each Lot that is benefited by the particular line requiring maintenance. For example, if electrical lines serve and benefit all of the Lots and the electrical lines require repair, then the Expense shall be shared pro rata by all Lots. If only Lot 3 is served by the potable water service and the water line requires repair or replacement, then only Lot 3 shall pay the Expense associated with the repair or replacement. Immediately after completing the maintenance, repair or replacement of Utility Lines, the Owner(s) undertaking the work shall remediate the Burdened Property to the condition it was in prior to undertaking the work. All Owners of Lots that benefit from the applicable utility service shall cooperate in the selection of contractors to perform the maintenance, repair, replacement or remediation work required hereunder. The majority vote of the affected Owners, with one vote per Lot, shall determine the selection of contractors and the scope of work performed.

(d) Lien to Secure Payment. To the extent any necessary maintenance, repairs or replacement occurs on any of the existing Utility Lines within the Easement and an Owner of a Lot that is benefited by such existing Utility Lines fails to pay their pro rata share of the Expense within sixty (60) days of receipt of notice of their share of the amount due, in addition to all other remedies set forth herein and at law and in equity, the other Owners shall each have a lien against the applicable non-paying Lot to secure payment of any fees due hereunder (subject to the limitations of Wyoming law) and any costs of collection (including attorneys’ fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any mortgage. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or non-judicial foreclosure as provided for by Wyoming law. The sale or transfer of the non-paying Lot or the Lot whose Owner commenced the lien shall not affect the lien or relieve any such non-paying Lot from the lien for any subsequent amounts owed.

3. No Merger. This Declaration and the easements and rights declared and established herein are intended to remain separate from the Declarant’s fee simple interest in the Benefited Property and the Burdened Property and shall not merge therewith.

4. Construction. Any recitals in this Declaration are represented by the parties to be accurate and constitute a part of the substantive agreement. This Declaration shall be construed in accordance with the laws of the State of Wyoming. Venue is in Teton County, Wyoming.

5. **Enforcement.** For purposes of this Declaration, an “Owner” or “Owners” shall mean all record owners, whether one or more, of fee simple title to any Lot within the Burdened Property or the Benefited Property as the context may require or any portion thereof, and their respective heirs, successors and assigns. The Owners of all Lots shall each be entitled to enforce the terms and conditions set forth herein. If any party is required to take action to enforce the terms and conditions of this Declaration, the defaulting party agrees to pay all costs incurred by the non-defaulting party, including attorney’s fees, whether suit is brought or not.

6. **Term.** The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the Office of the Clerk of Teton County, Wyoming and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all the current Owners.

7. **No Assumption of Liability.** Declarant, by declaring and establishing the Easement, does not assume any responsibilities or liabilities with respect thereto, nor shall Declarant at any time incur any liability for failure to comply with any law, ordinance, regulation or order with respect to the Easement contained herein.

8. **Reservation.** The Declarant reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the Easement. The Declarant further reserves unto itself, its heirs, successors and assigns, the right to grant additional easements in, under, over and across the Burdened Property for any purpose as Declarant deems necessary, in Declarant’s sole discretion so long as such additional grants do not unreasonably interfere with the rights and benefits granted to the Owners herein.

9. **Real Covenants.** All covenants, conditions, easements, rights, benefits and privileges granted, created, reserved or declared by this Declaration shall be covenants appurtenant, running with the land, binding upon, inuring to the benefit of, and enforceable by the Owners of the Benefited Property and the Burdened Property. Each Owner, by acceptance of a deed conveying title to their respective Lot or any portion thereof, or the execution of a contract for the purchase thereof, or the acceptance of a license or lease therefore, or the taking possession thereof, shall for itself, his successor and assigns, be deemed to (i) accept such deed, contract, lease, license or possession upon and subject to each and all of the provisions of this Declaration, and (ii) covenant to and with Declarant (and all of Declarant’s successors and assigns with respect to the Lots) to keep, observe, comply with and perform the requirements of this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such Owner or other person acquired said interest. Declarant, as the current owner of fee simple title to each of the Lots, expressly intends to and by the recording of this Declaration in the Office of the Clerk of Teton County, Wyoming, does hereby subject the Lots to the provisions of this Declaration.

10. **Entire Agreement.** This Declaration embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Declaration.

11. **Severability.** In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this

Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

DATED as of the Effective Date.

DECLARANT:

Café G, LLC,
a Wyoming limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by
, as _____ of Café G, LLC a Wyoming
limited liability company, this _____ day of _____, 20____.

Witness my hand and official seal.

Notary Public
My commission expires:

Legal Description of Underground Utility Easement

A strip of land situated in the SW1/4SW1/4 of Section 27, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described by the following metes and bounds:

BEGINNING at the northwest corner of the northern portion of Lot 4 as shown on that forthcoming Plat entitled "Genevieve Block Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming, said corner being marked by an aluminum cap inscribed "PLS 16012";
THENCE S 89°32'42" E, 30.00 feet, along the north line of said northern portion of Lot 4 to a point; THENCE S 39°51'19" W, 15.79 feet, departing said north line to a point; THENCE S 0°32'53" W, 55.71 feet to a point; THENCE S 89°33'56" E, 42.45 feet to a point; THENCE S 0°32'53" W, 32.03 feet to a point; THENCE S 89°33'56" E, 5.95 feet, to the northwest corner of Lot 6 as shown on said Plat, and marked by an aluminum cap inscribed "PLS 16012"; THENCE S 0°09'01" W, 18.44 feet, along the west line of said Lot 6 to the northeast corner of Lot 5 as shown on said Plat, and marked by an aluminum cap inscribed "PLS 16012"; THENCE N 89°33'56" W, 26.08 feet, departing said west line and along the north line of said Lot 5 to a point marked by an aluminum cap inscribed "PLS 16012"; THENCE N 0°32'53" E, 30.47 feet, continuing along said north line to a point marked by an aluminum cap inscribed "PLS 16012"; THENCE N 89°33'56" W, 25.93 feet, continuing along said north line to a point; THENCE S 45°29'29" W, 17.85 feet, departing said north line to a point of intersection with the west line of said Lot 5; THENCE S 0°32'53" W, 19.42 feet, along said west line to a point; THENCE N 89°33'56" W, 84.48 feet, departing said west line to a point; THENCE S 2°57'45" W, 15.32 feet to a point; THENCE N 87°02'15" W, 30.00 feet to a point; THENCE N 2°57'45" E, 14.00 feet to a point; THENCE N 89°33'56" W, 5.00 feet, to a point of intersection with the east line of Lot 2 as shown on said Plat; THENCE N 2°57'45" E, 2.00 feet, along said east line to a point; THENCE N 89°33'56" W, 66.97 feet, departing said east line to a point of intersection with the west line of said Lot 2; THENCE N 0°32'53" E, 18.00 feet, along said west line to the northwest corner of said Lot 2, as marked by an aluminum cap inscribed "PLS 16012"; THENCE S 89°33'56" E, 67.73 feet, to the north corner common to said Lot 2 and Lot 3 as shown on said Plat, and marked by an aluminum cap inscribed "PLS 16012"; THENCE S 89°33'56" E, 57.37 feet, to the north corner common to said Lot 3 and the southern portion of said Lot 4, as marked by an aluminum cap inscribed "PLS 16012"; THENCE S 89°33'56" E, 36.40 feet, along the north line of said southern portion of Lot 4 to a point; THENCE N 45°29'29" E, 29.73 feet, departing said north line to a point of intersection with the west line of said northern portion of Lot 4; THENCE N 0°32'53" E, 78.94 feet, along said west line to the **POINT OF BEGINNING**.

Said strip encompasses 7,769.5 square feet, more or less.

The basis of bearings for this description is N 89°33'56" W along the south line of the SW1/4 of Section 27, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on that forthcoming Plat entitled "Genevieve Block Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming.

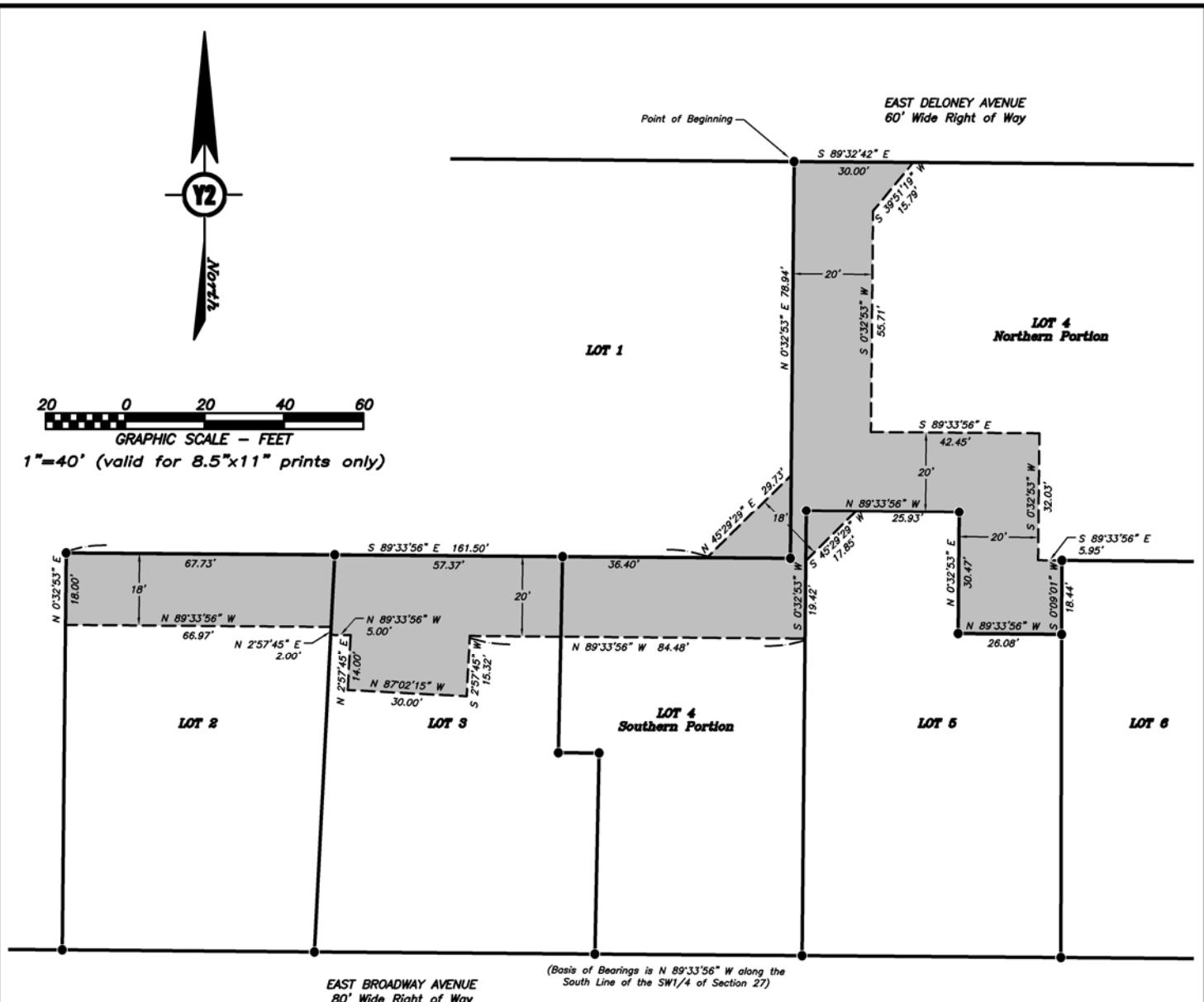
All in accordance with the exhibit entitled "Underground Utility Easement for the Benefit of Lots 1-6" recorded concurrently with this legal description in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

April 1, 2020

Y2 Project #19035

Prepared by MWW



NOTES

Bearings and distances shown hereon are record from that forthcoming Plat entitled "Genevieve Block Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming.

The basis of bearings for this survey is N 89°33'56" W along the south line of the SW1/4 of Section 27, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said Plat.

Underground Utility Easement for the Benefit of Lots 1 - 6

Project Number • 19035
Project Path • F:\2019\19035\Survey\ACAD\19035_200214_PLAT.dwg
Drawn By • MWW
Reviewed By • MWF
Drawing Date • April 1, 2020
Revision Date •

Exhibit_

Cafe G, LLC

Being a portion of the
SW1/4SW1/4 of Section 27
T. 41 N., R. 116 W., 6th P.M.,
Teton County, Wyoming



Y2 Consultants
180 South Willow St.
P.O. Box 2870
Jackson, WY 83001
Y2consultants.com

**DECLARATION OF
UNDERGROUND ELECTRICAL UTILITY EASEMENT
FOR BENEFIT OF TOWN OF JACKSON**

CAFÉ G, LLC, a Wyoming limited liability company (hereafter referred to as "Declarant") executes this DECLARATION OF UNDERGROUND ELECTRICAL UTILITY EASEMENT for benefit of the TOWN OF JACKSON (this "Declaration") to be effective as of the date this instrument is recorded in the land records of Teton County, Wyoming (the "Effective Date").

RECITALS

WHEREAS, Declarant owns that certain real property located in the Town of Jackson, Teton County, Wyoming that is more particularly described as Lots 1, 4, and 5 of the Genevieve Block Addition to the Town of Jackson according to that certain plat to be recorded in the Office of the Teton County Clerk the same date hereof ("Lot 1," "Lot 4," "Lot 5," respectively, or a "Lot" individually and the "Lots" generally);

WHEREAS, Declarant desires to declare and establish in, under, over and across those portions of the Lots legally described on **Exhibit A** attached hereto and designated as the "New Easement" on the map entitled "Underground Electric Utility Easement for the Benefit of the Town of Jackson" attached hereto as **Exhibit B** (the "Easement" or the "Burdened Property"), subject to the terms and conditions set forth herein, an express, non-exclusive underground electric utility easement appurtenant to and for the benefit of the Town of Jackson (the "Benefited Party"), according to the terms and conditions set forth herein;

DECLARATIONS

NOW, THEREFORE, Declarant hereby declares that the Burdened Property shall be held, sold, transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses and privileges hereafter set forth, all of which shall be binding upon all parties having or acquiring any right, title and interest in the Burdened Property and shall inure to the benefit of the Benefited Party, as follows:

1. Grant of Non-Exclusive Easement. Declarant hereby declares and establishes for the benefit of the Benefited Party its employees, agents, and contractors, a non-exclusive underground electric utility easement in, under, over and across the Burdened Property for the installation, repair, maintenance and replacement of underground electric utilities along with necessary above-ground appurtenances.

2. Maintenance, Repair and Replacement of Utilities. The Benefited Party may undertake any required maintenance, repair or replacement of the underground electric utility lines within the Easement that it deems necessary. Immediately after completing such maintenance, repair or replacement, the Benefited Party shall remediate the Burdened Property to the condition it was in prior to undertaking the maintenance, repair or replacement. The Benefited Party shall pay all costs and expenses for any necessary maintenance, repair or

replacement of the electric utility lines in the Easement, along with the costs to remediate the Burdened Property.

3. No Merger. This Declaration and the easements and rights declared and established herein are intended to remain separate from the Declarant's fee simple interest in the Benefited Party and the Burdened Property and shall not merge therewith.

4. Construction. Any recitals in this Declaration are represented by the parties to be accurate and constitute a part of the substantive agreement. This Declaration shall be construed in accordance with the laws of the State of Wyoming. Venue is in Teton County, Wyoming.

5. Enforcement. If any party is required to take action to enforce the terms and conditions of this Declaration, the defaulting party agrees to pay all costs incurred by the non-defaulting party, including attorney's fees, whether suit is brought or not.

6. Term. The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the Office of the Clerk of Teton County, Wyoming and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all the current Owners.

7. No Assumption of Liability. Declarant, by declaring and establishing the Easement, does not assume any responsibilities or liabilities with respect thereto, nor shall Declarant at any time incur any liability for failure to comply with any law, ordinance, regulation or order with respect to the Easement contained herein.

8. Reservation. The Declarant reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the Easement. The Declarant further reserves unto itself, its heirs, successors and assigns, the right to grant additional easements in, under, over and across the Burdened Property for any purpose as Declarant deems necessary, in Declarant's sole discretion so long as such additional grants do not unreasonably interfere with the rights and benefits granted to the Benefited Party herein.

9. Real Covenants. All covenants, conditions, easements, rights, benefits and privileges granted, created, reserved or declared by this Declaration shall be covenants appurtenant, running with the land and binding upon the Burdened Property. Each owner, by acceptance of a deed conveying title to their respective Lot or any portion thereof, or the execution of a contract for the purchase thereof, or the acceptance of a license or lease therefore, or the taking possession thereof, shall for itself, his successor and assigns, be deemed to (i) accept such deed, contract, lease, license or possession upon and subject to each and all of the provisions of this Declaration, and (ii) covenant to and with Declarant (and all of Declarant's successors and assigns with respect to the Lots) to keep, observe, comply with and perform the requirements of this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such owner or other person acquired said interest. Declarant, as the current owner of fee simple title to each of the Lots, expressly intends to and by the recording of this Declaration in the Office of the Clerk of Teton County, Wyoming, does hereby subject the Lots to the provisions of this Declaration.

10. Entire Agreement. This Declaration embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Declaration.

11. Severability. In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

DATED as of the Effective Date.

DECLARANT:

Café G, LLC,
a Wyoming limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by
, as _____ of Café G, LLC a Wyoming
limited liability company, this _____ day of _____, 20 ____.

Witness my hand and official seal.

Notary Public
My commission expires:

Legal Description of Underground Electric Easement

A strip of land situated in the SW1/4SW1/4 of Section 27, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described by the following metes and bounds:

BEGINNING at the northwest corner of the northern portion of Lot 4 as shown on that forthcoming Plat entitled "Genevieve Block Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming, said corner being marked by an aluminum cap inscribed "PLS 16012";

THENCE S 89°32'42" E, 30.00 feet, along the north line of said northern portion or Lot 4 to a point; THENCE S 39°51'19" W, 15.79 feet, departing said north line to a point;

THENCE S 0°32'53" W, 75.71 feet, to a point of intersection with the north line of Lot 5 as shown on said Plat;

THENCE N 89°33'56" W, 3.49 feet, along said north line to a point;

THENCE S 45°29'29" W, 17.85 feet, departing said north line to a point of intersection with the west line of said Lot 5;

THENCE S 0°32'53" W, 19.42 feet, along said west line to a point;

THENCE N 89°33'56" W, 14.90 feet, departing said west line to a point;

THENCE S 0°32'53" W, 80.00 feet, to a point of intersection with the south line of the southern portion of said Lot 4;

THENCE N 89°33'56" W, 10.00 feet, along said south line to a point;

THENCE N 0°32'53" E, 100.00 feet to a point of intersection with the north line of said southern portion of Lot 4;

THENCE N 45°29'29" E, 29.73 feet, departing said north line to a point of intersection with the west line of said northern portion of Lot 4;

THENCE N 0°32'53" E, 78.94 feet, along said west line to the **POINT OF BEGINNING**.

Said strip encompasses 3,464.1 square feet, more or less.

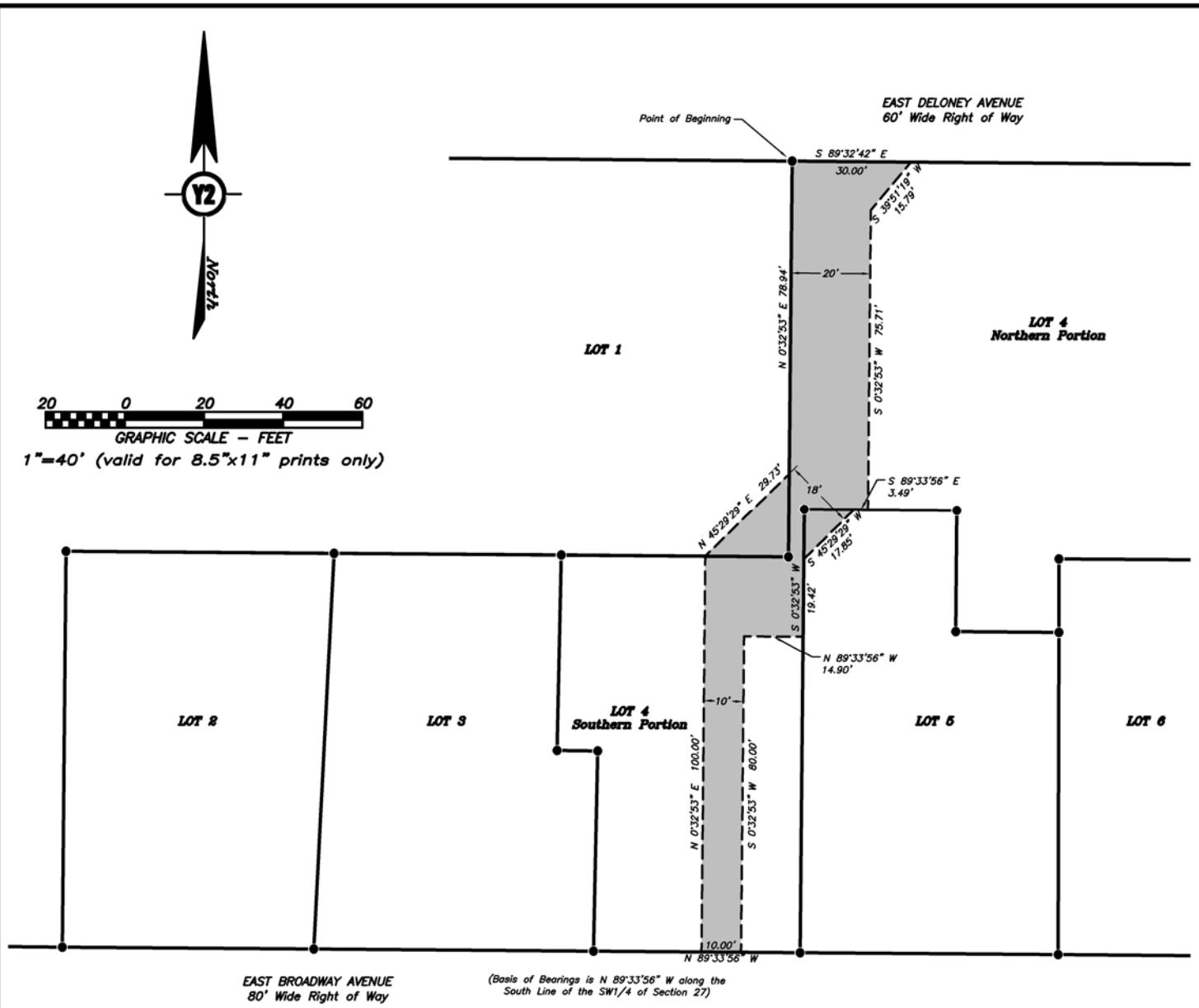
The basis of bearings for this description is N 89°33'56" W along the south line of the SW1/4 of Section 27, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on that forthcoming Plat entitled "Genevieve Block Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming.

All in accordance with the exhibit entitled "Underground Electric Utility Easement for the Benefit of the Town of Jackson" recorded concurrently with this legal description in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

April 1, 2020

Y2 Project #19035
Prepared by MWW



NOTES

Bearings and distances shown hereon are record from that forthcoming Plat entitled "Genevieve Block Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming.

The basis of bearings for this survey is N 89°33'56" W along the south line of the SW1/4 of Section 27, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said Plat.

LEGEND

- Record Property Boundary
- New Easement
- Aluminum Cap Inscribed "PLS 16012"

Underground Electric Utility Easement for the Benefit of the Town of Jackson

Project Number • 19035
Project Path • F:\2019\19035\Survey\ACAD\19035_200214_PLAT.dwg
Drawn By • MWW
Reviewed By • MWF
Drawing Date • April 1, 2020
Revision Date •

Exhibit __

Cafe G, LLC

Being a portion of the
SW1/4SW1/4 of Section 27
T. 41 N., R. 116 W., 6th P.M.,
Teton County, Wyoming



Y2 Consultants
180 South Willow St.
P.O. Box 2870
Jackson, WY 83001
Y2consultants.com

GENEVIEVE BLOCK ADDITION TO THE TOWN OF JACKSON
SUBDIVISION IMPROVEMENTS AGREEMENT
and
ESCROW AGREEMENT AND INSTRUCTIONS

This *Genevieve Block Addition to the Town of Jackson Subdivision Improvements Agreement and Escrow Agreement and Instructions* (this “Agreement”) is entered into by and among **Café G, LLC, a Wyoming limited liability company** (the “Café G”), **Town of Jackson, a municipal corporation of the State of Wyoming** (the “Town”), and **Wyoming Title & Escrow Company** (the “Escrow Holder”) on the date last executed below (the “Effective Date”).

RECITALS

WHEREAS, Café G submitted a Final Development Plan (P19-249), which Development Plan was approved by the Town Council on February 3, 2020 (the “Development Plan”) and a Final Plat Application for the subdivision of two (2) parcels located at 135 and 175 E. Broadway Ave. into six (6) lots further described as:

Lots 1-6 of the Genevieve Block Addition to the Town of Jackson, recorded in the Office of the Clerk of Teton County, Wyoming; and

WHEREAS, Café G submitted a Final Plat Application for the subdivision of the property subject to and in accordance with the Development Plan; and

WHEREAS, Café G is required to construct certain improvements (the “Improvements”) as a part of the approval of the final plat for the Genevieve Block Addition and associated Development Plan; and

WHEREAS, the Town of Jackson Land Development Regulations require that a Subdivision Improvements Agreement be executed by Café G and the Town, and security for the payment of Café G’s obligations be provided to Town; and

WHEREAS, the plans and specifications for the Improvements are attached hereto as **Exhibit A** and incorporated herein by this reference (the “Plans and Specifications”) and an estimate of the cost for installation of the Improvements is _____ in U.S. Currency (\$ _____ USD), the detail of which is attached hereto as **Exhibit B** and incorporated herein (the “Infrastructure Estimate”); and

WHEREAS, Town and Café G wish to have Café G submit One Hundred Twenty-Five Percent (125%) of the Infrastructure Estimate to the Escrow Holder to be held pursuant to this Agreement for the duration of the installation of the Improvements to secure the Café G obligation to complete the Improvements; and

WHEREAS, Town and Café G wish to confirm the terms and conditions of the escrow and release thereof all in accord with the terms and conditions of this Agreement; and

WHEREAS, the Town Council approves of the terms and conditions of this Subdivision Improvement Agreement for the Genevieve Block Addition to the Town of Jackson.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Café G on its own behalf or any successor in interest or assign, the Town and the Escrow Holder do mutually covenant and agree as follows:

1. CAFÉ G TO COMPLY.

Café G shall comply with all improvement requirements contained in Section 7.2.2.A.1 of the Town of Jackson Land Development Regulations, the Development Plan approved by Town Council on February 3, 2020 and the Plans and Specifications attached hereto, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision. Improvements shall be engineered, designed, constructed, and installed solely at Café G's own cost and expense.

2. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED.

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

3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS.

The Plans and Specifications attached hereto and approved by the Town Engineer and maintained on file in the office of the Town Engineer, and any revision of said improvement plans and specifications approved by said Town Engineer are hereby incorporated herein by reference as though fully set forth. All improvement work required by Café G under this Agreement shall be in accordance with the Plans and Specifications. No construction of required improvements shall commence until after approval of a Final Development Plan and approval of all design and construction drawings by appropriate agencies. The Café G, its contractors and subcontractors, shall follow all instructions received from the Town's inspectors. Prior to construction, the Café G or his engineer shall schedule a preconstruction meeting with Town Engineering at a mutually agreeable time and location with all parties concerned, including the Town staff, to review the program for the construction work.

4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE.

The list of improvements and the total cost of improvements required by this Agreement as estimated by a professional engineer licensed in the State of Wyoming on behalf of the Café G, and as approved by the Town Engineer, is attached hereto and on file with the Town Engineer. Café G shall deposit into escrow with Escrow Holder the sum of _____ (\$) _____ USD (which sum shall be referred to herein as the "Funds"), which is One Hundred Twenty-Five Percent (125%) of the Infrastructure Estimate. Café G and Town hereby instruct Escrow Holder to hold the Funds in escrow according to the instructions and pursuant to the agreement between Town and Café G, all as provided in this Agreement.

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

All electrical power, telephone and telegraph communication, cable television, and gas facilities within the subdivision shall be installed underground, except that above-ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Café G understands and agrees that any and all said facilities that are to be constructed within or under any driveway improvements shall be in place prior to the construction of the surface of the limited utility access drive improvements. Café G affirms that the public utility companies, including the cable television company franchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by Café G through its officers, agents, or employees and that Café G is informed as to the approximate cost to Café G of the provision and

installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans.

6. EXACTIONS.

There are no exactions required to be paid by Café G to the Town associated with this Subdivision.

7. TIME FOR COMPLETION.

Café G agrees to install all improvements as required and further agrees that all such work of improvements shall be fully completed within one year following the recordation of the Final Plat, unless upon written request of Café G made to the Town Engineer said time is extended by the Town, which extension shall not be unreasonably withheld.

8. LIABILITY.

Café G agrees to carry a comprehensive general liability policy with minimum limits of \$500,000 for each occurrence and \$1,000,000 annual aggregate for bodily injury and \$500,000 for each occurrence and \$1,000,000 annual aggregate for property damage or a combined single limit policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations, and personal injury.

9. PERFORMANCE TESTING AND INSPECTION.

Café G shall be required to obtain a Town approved State of Wyoming licensed engineer to perform and/or monitor all testing required per the Town standards. Café G shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. Café G shall be required to complete all construction work and necessary performance tests on installed infrastructure per the existing Town standards. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. Café G shall notify the Public Works Department prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide opportunity for a representative of the Town to be present at the test or placement. Within five (5) business days of a request for inspection the Town Engineer shall inspect the completed infrastructure and either approve or disapprove of the installation. Any disapproval shall be made with specificity to allow the Café G to fix the infrastructure. The Planning Director and/or Town Engineer may require that a professional engineer, landscape architect, or other professional licensed or certified to practice in the State of Wyoming certify completion of the improvements. If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with the Plans and Specifications attached hereto and on file with the Town Engineer, or if the completion of remaining Infrastructure may damage completed infrastructure, the Town Engineer shall furnish the Developer a list of specific deficiencies of constructed or partially constructed improvements and shall be entitled to withhold approval of any requested full or partial release of the Funds reasonably determined to be sufficient to ensure correction of any deficiencies.

10. RELEASE OF ESCROWED FUNDS. Café G and Town hereby agree that the Funds shall be used to pay for the costs incurred by Café G for the Improvements in accordance with the Infrastructure Estimate. When Café G has invoices from its contractor for work performed, Café G shall submit to Town a request for payment specifying whether the invoice is consistent with the Infrastructure Estimate or, if it differs, an explanation of any differences between the estimate and the actual charges for the work performed. Within Five (5) business days, Town shall review the request for payment and upon approval authorize the release of that portion of the Funds from the escrow to Café G. Café G shall submit such approved invoices to Escrow Holder and Escrow Holder shall issue a check to Café G or to Café G's contractor – as may be specified by Café G – from the Funds in the amount reflected on the approved invoice. Town may reasonably withhold approval of such invoices only if, and to the extent, invoices are

submitted for portions of the Improvements that have not actually been performed or if the costs therefore are higher than the Infrastructure Estimate without reasonable explanation.

11. SHORTFALL IN FUNDS. In the event that all invoices for the Improvements submitted by Café G exceed the amount of the Funds, Café G shall be liable to pay such excess amounts. In the event adequate funds are not available from the Funds to pay an invoice submitted to Escrow Holder hereunder, Escrow Holder shall notify Town and Café G of such shortfall and Escrow Holder shall disburse whatever of the Funds remain to Café G to pay the last invoice provided. Escrow Holder shall have no further liability thereafter.

12. COMPLETION OF IMPROVEMENTS, WITH FUNDS REMAINING IN ESCROW. If Funds remain in the escrow account upon completion of the Improvements, Café G shall notify Town and Escrow Holder of completion of the Improvements and the final payment of all invoices due thereunder within ten (10) business days of such completion and final payment and Escrow Holder shall release any remaining funds to Café G.

13. CLOSING OF ESCROW. Upon the distribution of all Funds, Escrow Holder shall close the escrow created by this Escrow Agreement.

14. DEVELOPMENT COORDINATION.

Unless specifically provided in this Agreement to the contrary, the contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the improvements required herein. Café G shall notify the Town Engineer when improvements shall be installed.

15. MISCELLANEOUS.

a. Dispute Between Town and Café G. If a dispute arises and Escrow Holder receives written notice of such dispute from either Town or Café G, or receives inconsistent instructions from Town and Café G, or receives instructions from either Town or Café G to which the other party does not consent within ten (10) business days, Escrow Holder shall hold the Funds in its escrow account until Town and Café G agree in writing as to its disposition, or alternatively, Escrow Holder may initiate an interpleader action in the Teton County District Court and the costs and reasonable attorneys' fees incurred by Escrow Holder in doing so may be directly deducted by Escrow Holder from the Funds. Notwithstanding the foregoing, if either Town or Café G is held liable for such costs and reasonable attorneys' fees pursuant to Section 15(b) of this Agreement, such party shall be required to replenish the Funds accordingly or otherwise reimburse Town, in the case of Café G being liable, for such amounts that were deducted from the Funds.

b. Attorneys' Fees and Expenses in the Event of Dispute. If a dispute arises and Escrow Holder initiates an interpleader action in the Teton County District Court and the dispute is caused by the failure of either Town or Café G to give the Escrow Holder the requisite notices pursuant to this Escrow Agreement, then the other party shall be entitled to recover from the party failing to give notices the following: such party's reasonable attorneys' fees and costs associated with the interpleader action; as well as the costs and reasonable attorneys' fees paid to Escrow Holder associated with the interpleader action pursuant to this Escrow Agreement. Furthermore, if any dispute between Town and Café G with respect to this Escrow Agreement results in litigation or other proceedings, including an interpleader action initiated by the Escrow Holder, the substantially prevailing party shall be reimbursed for all of its reasonable costs and expenses by the party not substantially prevailing, including, without limitation, reasonable attorneys and experts' fees and costs incurred in connection with such litigation or other proceeding and/or any appeal thereof. Such costs, expenses and fees shall be included in and made a part of the judgment recovered by the substantially prevailing party. The provisions of this paragraph shall survive any termination of this Escrow Agreement.

c. Payment of Escrow Fee. Café G agrees to pay Escrow Holder an escrow fee in the amount of Five Hundred Dollars (\$500.00), which shall be paid by Café G when the Funds are submitted to escrow.

d. Escrow Holder's Agreement. Escrow Holder agrees to act in strict accordance with this Escrow Agreement.

e. Indemnity. The parties hereto agree to indemnify and hold the Escrow Holder harmless from and against all liability, costs (including attorney's fees), expenses, claims, damages and/or losses incurred by or asserted against Escrow Holder and arising in connection with or related to this Escrow Agreement and/or Funds, except for liability, claims, costs, expenses damages or losses arising as a result of gross negligence or willful misconduct of the Escrow Holder. The liability of the Escrow Holder is limited only to account for the Funds which come into its possession.

f. Delays, Errors. The Escrow Holder shall not be liable to any party for loss of damage caused by, related to, or following as a consequence from delays in disbursement which are caused by the reasonable periods of time required for Escrow Holder to obtain any authorizations and consents from the parties which these instructions require in the opinion of the Escrow Holder. Escrow Holder shall not be liable for any loss or damage resulting from default, error, action or omissions of any other person, firm or corporations, nor for any loss or damage resulting from the expiration of any time limit or other delay not solely caused by failure of Escrow Holder to proceed in its ordinary course of business. Escrow Holder shall not be liable for any loss or damage whatsoever, not solely and directly caused by Escrow Holder's own negligence.

g. Dispute Resolution: In the event of a dispute between the parties regarding the disbursement of the Funds, or in the event Escrow Holder received inconsistent demands or instructions regarding the Escrow Funds, Escrow Holder may refuse to make any further disbursement of funds pending resolution to the dispute. Escrow Holder shall send written notice at least 24 hours in advance of any interpleader action stating such dispute and its intention to commence an interpleader action joining the parties, and shall be entitled to reimbursement from Town and/or Café G.

h. No Assurance: Town and Café G hereby acknowledge that Escrow Holder's only obligation under the Agreement is to hold and disburse the Funds pursuant to this Escrow Agreement.

i. Notice. Any notice required to be given hereunder shall be provided to the parties by e-mail and shall be deemed given upon transmission of e-mail without return error to the following addresses and numbers:

If to Café G: Robbin Levy Mommsen at rlevy@jhattorneys.com

With copy to: George Putnam at gputnam@cirqueconsulting.com

If to Town: Brian Lenz at btlenz@jacksonwy.gov

With copy to: Lea Colasuonno at lcolasuonno@jacksonwy.gov

If to Escrow Holder: Liz Jorgenson at ejorgenson@wyomingtitle.com

Any of the parties hereto may change their notice addresses and/or facsimile numbers by written notice to all other parties of this Escrow Agreement.

j. Entire Agreement. It is further understood and agreed between the parties that this Escrow Agreement constitutes the entire agreement between Escrow Holder and the other parties hereto regarding disbursement procedures and requirements and the duties and obligations of Escrow Holder.

k. This Escrow Agreement shall be governed by the laws of the State of Wyoming and any question arising hereunder shall be construed or determined according to such laws. Venue for any actions or proceedings arising under, growing out of, or in any way related to this Escrow Agreement shall be instituted and prosecuted only in courts located in the County of Teton, State of Wyoming, and each party hereto expressly waives its right to cause any such actions or proceedings to be instituted or prosecuted elsewhere.

16. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS:

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

17. TITLE AND AUTHORITY:

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

18. SEVERABILITY:

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

Agreed and entered into to be effective on the Effective Date.

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

By: _____
Pete Muldoon, Mayor

Attest: _____
Sandy Birdyshaw, Town Clerk

APPROVED AS TO FORM:

By: _____
Lea Colasuonno, Town Attorney

APPROVED AS TO CONTENT:

Genevieve Block Addition to the Town of Jackson - Subdivision Improvements Agreement
and Escrow Agreement and Instructions

By: _____
Brian Lenz, Town Engineer

By: _____
Paul Anthony, Town Planning Director

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon as Mayor of the Town of Jackson this ____ day of _____, 20__.

Witness my hand and official seal.

Notary Public
My commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Sandy Birdyshaw as Town Clerk of the Town of Jackson this ____ day of _____, 20__.

Witness my hand and official seal.

Notary Public
My commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Lea Colasuonno as Town Attorney of the Town of Jackson this ____ day of _____, 20__.

Witness my hand and official seal.

Notary Public
My commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Brian Lenz as Town Engineer of the Town of Jackson this _____ day of _____, 20__.

Witness my hand and official seal.

Notary Public
My commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Paul Anthony as Planning Director of the Town of Jackson this day of , 20 .

Witness my hand and official seal.

Notary Public
My commission Expires:

CAFE G

By: _____
Robbin Levy Mommsen, Manager, Café G, LLC, a Wyoming limited liability company

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Robbin Levy Mommsen, Manager of Café G, LLC a Wyoming limited liability company, this ____ day of _____, 20__.

Witness my hand and official seal.

Notary Public
My commission Expires:

ESCROW HOLDER

Wyoming Title & Escrow

By: _____
Name: _____
Title: _____
Dated: _____

STATE OF WYOMING)
)
 ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ as _____
_____ of Wyoming Title & Escrow this _____ day of _____, 2020.
Witness my hand and official seal.

Notary Public
My commission expires: _____

**Affidavit Affecting Title
RE: Summary of Development Allocations
Genevieve Block Addition to the Town of Jackson**

Comes now PAUL ANTHONY, TOWN OF JACKSON PLANNING DIRECTOR, who being sworn on his oath, deposes and says:

THAT the Jackson Town Council on February 3, 2020, did approve the Development Plan (P19-249) for the subdivision of two (2) parcels into six (6) lots for the properties located at 135 and 175 E. Broadway Ave. being further described as:

Lots 1-6 of the Genevieve Block Addition to the Town of Jackson, according to that plat recorded in the Office of the Clerk of Teton County, Wyoming on even date herewith.

(PIDN: _____) based upon the findings as presented in the staff report and as made by the applicant and subject to the department reviews attached hereto and the following condition of approval:

1. There shall be a twenty-five (25) foot long loading zone established by the Town on the public right-of-way contiguous to the driveway for the Café G property which may be amended by the Town as it governs future public rights of ways.

THAT certain development allocations were approved as part of the Development Plan (P19-249) and shall govern future development of the Lots 1-6 of the Genevieve Block Addition to the Town of Jackson.

THAT the Summary of Development Allocations, included as **Exhibit A** attached hereto and made part hereof this affidavit shall serve as record of the allocations approved as deviations from existing zone-specific standards included in the Town of Jackson Land Development Regulations and shall be deemed to be vested development rights for Lots 1-6 of the Genevieve Block Addition to the Town of Jackson.

Further your Affiant sayeth naught.

Paul Anthony, Director of Planning & Building,
Town of Jackson

STATE OF WYOMING)
)ss
COUNTY OF TETON)

The foregoing Affidavit Affecting Title being subscribed, sworn to and acknowledged before me by Paul Anthony, Director of Planning & Building, Town of Jackson, this _____ day of _____, 2020.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

Exhibit A

Summary of Development Allocations Genevieve Block Addition to the Town of Jackson

Future development of all lots in the Genevieve Block Addition to the Town of Jackson shall be subject to the specific standards of the applicable zone district, as the same may be changed from time to time, in which the lot is located, except as otherwise set forth in the following tables, which shall set the minimum applicable standard and supersede any lesser calculation of applicable zone-specific standards. The following development standards pertaining to Floor Area, Parking, Workforce Housing and Water and Sewer connections for Lots 1-6 of the Genevieve Addition to the Town of Jackson are granted recognition pursuant to Development Plan (P19-249) approved by the Jackson Town Council on February 3, 2002, with further detail in the Development Plan (P19-249) on file with the Town of Jackson Planning Department, and as specifically summarized in the following Tables A-D:

Table A. Floor Area Allocation Table

	<u>Gross Site Area ¹</u>	<u>FAR Max (1.3) ²</u>	<u>Floor Area Allocation ³</u>
Lot 1	28,270	36,751	52,000
Lot 2	6,562	8,531	1,872
Lot 3	6,411	8,334	1,339
Lot 4	22,475	29,218	37,356
Lot 5	6,470	8,411	1,677
Lot 6	<u>10,000</u>	<u>13,000</u>	10,000
Total:	80,188	104,244	104,244

Notes:

¹ Represents square feet as determined by 2019 field survey by Y2 Consultants

² UC and DC Zone Districts FAR = 1.3

Lot 4 is allocated a total of 37,356 sf. of floor area from Lots 2-6 and such floor area is recognized as extinguished under the terms of the Conservation Easement, recorded as

³ Document No. 975464 in the records of the County Clerk of Teton County, Wyoming.

Table B. Parking Allocation Table

	On Street Parking Spaces ¹	TOJ Parking Credits ²	Parking Fee-in-Lieu Previously Paid	Total Parking Allocated per Lot
Lot 1	15	19.59	15	49.59
Lot 2	4	10	12	26
Lot 3	7	5		12
Lot 4	2			2
Lot 5	5	11		16
Lot 6	<u>3</u>	<u>2</u>	<u>2.38</u>	<u>7.38</u>
Total:	36	47.59	29.38	112.97

Notes:

- ¹ On-street parking existing as of date of Genevieve Block Addition Plat recordation, subtracting two spaces to be consumed by dedicated loading zone. On-street parking may increase as existing curb-cuts are reclaimed with future development.
- ² Parking Credits per 2005 Town of Jackson Parking Credit Table based on 1988 use

Table C. Workforce Housing Allocation Table

	Historic Building Exemption ¹	Allocation of Affordable Units Credit or Exemption ^{2 3 4}
Lot 1		6.900
Lot 2	2.062	0.180
Lot 3	0.512	0.180
Lot 5	<u>0.507</u>	0.599
Lot 6	—	<u>1.218</u>
Total:	3.081	9.077

Notes:

- Per TOJ LDR Section 6.3.2.C.3 Historic buildings are exempt from all Div 6.3 standards and equal floor area elsewhere on the site is also exempt (historic bldg bonus)
- ¹ Allocation of recognized Employee Generating Units Credit and Historic Exemption bonus units
- ³ Allocation of 6.9 units to Lot 1 shall be unrestricted to future use
- Lots 2, 3, & 5 are allocated affordable unit exemption to correspond with additional floor area permitted to be added to historic buildings for each lot contemplated in Table A for
- ⁴ restaurant/bar use

Table D. Water and Sewer Connection Table

	<u>Existing Floor Area</u>	<u>2019 Use</u>	<u>Existing Sewer Connection</u>	<u>Additional connection fee paid</u>	<u>Existing Water Meter</u>
Lot 1	3,917	Retail	3		3 @ 3/4"
Lot 2	1,722	Restaurant	1	20 seats ¹	1 @ 3/4"
Lot 3	1,189	Retail	1	24 seats ²	1 @ 3/4"
Lot 5	1,177	Retail	1	17 seats ³	1 @ 3/4"
Lot 6	<u>2,467</u>	<u>Residential</u>	<u>1</u>	-	<u>1 @ 3/4"</u>
Total:	10,472		7		7 @ 3/4"

Notes:

- ¹ Sewer Fees for 20 deck seats paid in 1990
Sewer Fees paid in 2013 for 20 seats, 358 sf "non-fixed seats" @ restaurant
- ² assessment
- ³ Sewer Fees paid in 2013 & 2014 for 17 seats; "prepackaged paper service"

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

KNOW ALL MEN BY THESE PRESENTS:

Robbin Levy Mommsen, Manager, Café G, LLC a Wyoming limited liability company does hereby depose and say:

1. that I am Robbin Levy Mommsen, Manager, Café G, LLC a Wyoming limited liability company, who owns real property in Teton County, Wyoming, being Parcels 1 and 2 described in Exhibit "A" attached to that Warranty Deed, recorded in the Office of the Clerk of Teton County, Wyoming as Document # 0975462;
2. that I have examined a copy of the Final Plat of the proposed subdivision titled **Genevieve Block Addition to the Town of Jackson** dated _____, 2020;
3. that I hereby consent to the subdivision as described in the Certificate of Surveyor and Certificate of Owner found on said plat;
4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Owner as contained on said final plat.

DATED this _____ day of _____, 2020

Café G, LLC
a Wyoming limited liability company

Robbin Levey Mommsen
Manager

STATE OF WYOMING)
)
)ss.
COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat being subscribed and sworn to before me by Robbin Levy Mommsen, Manager, Café G, LLC a Wyoming limited liability company, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Partial Vacation of Utility Easements

On October 14, 1992 and April 7, 1994, RIDGE CREEK INVESTMENT COMPANY, a limited partnership, ("Grantor") granted to Lower Valley Power and Light, Inc., a cooperative corporation (now known as Lower Valley Energy, a cooperative corporation) two perpetual easements and rights-of-way for the construction and continued maintenance, repair, alteration and replacement of the electrical distribution circuits of said Lower Valley Power and Light, Inc. to be constructed and maintained under, over, upon and across the premises of said grantor in Teton County, Wyoming.

Said easement granted on October 14, 1992 ("Easement A") was recorded in the Office of the Clerk of Teton County, Wyoming, on November 13, 1992, Document #0340619, in Book 261 page, 165;

Said easement granted on April 7, 1994 ("Easement B") was recorded in said Office on January 22, 1996 as Document # 0410678, in Book 315 page, 378;

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lower Valley Energy, a cooperative corporation, does by this instrument, vacate, release and quitclaim to CAFÉ G, LLC a Wyoming limited liability company (current owner of Parcels 1 and 2 described in Exhibit "A" attached to that Warranty Deed, recorded in said Office as Document # 0975462 PIDN: 22-41-16-27-3-00-010 and 22-41-16-27-3-00-009) all right, title and interest in and to any part of said Easement A and Easement B that lies within said Parcels 1 and 2.

IN WITNESS WHEREOF, the undersigned has caused this Partial Vacation of Easement to be executed and to be effective on this _____ day of _____, 2020.

Lower Valley Energy,
a Cooperative Corporation
(f/k/a Lower Valley Power and Light, Inc.)

By: _____
Richard Knori, Director of Engineering

STATE OF WYOMING)
)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Richard Knori, Director of Engineering of Lower Valley Energy, a cooperative corporation, who being duly sworn did dispose and say that he executed this instrument on behalf of said Lower Valley Energy as its free act and deed this ____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My commission expires:

