



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

<p>Date: June 14, 2021</p> <p>Item #: P21-149</p> <p>Planner: Tyler Valentine</p> <p>Phone: 733-0440 ext. 1305</p> <p>Fax: 734-3563</p> <p>Email: tvalentine@jacksonwy.gov</p> <p>Owner: Batch Plant Partners, LLC PO Box 689 Wilson, WY 83014</p> <p>Applicant: Jorgensen Associates, Inc. PO Box 9550 Jackson, WY 83002</p>	<p style="text-align: center;">REQUESTS:</p> <p>The applicant is submitting a Final Plat for the property located at Lot 1, Westview Addition (Plat 1411), PIDN:22-41-16-32-1-AB-001</p> <p>For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.</p>
<p>Please respond by: June 28, 2021 (Sufficiency) July 5, 2021 (with Comments)</p>	

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



JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

June 11, 2021

Mr. Tyler Valentine Town of Jackson Senior Planner

Re: Batchplant Townhome Addition Plat Application - JA Project No. 09040.2019.28

Dear Tyler,

On behalf of Batch Plant Partners, LLC, the current owner of the property identified as Lot 1, Westview Addition, we are submitting an application for subdivision of said property as a townhome addition. This subdivision is proposed as the Batchplant Townhome Addition to the Town of Jackson.

This submittal includes:

- Town of Jackson Application
- Application fee of \$1,000 – hand delivered
- Warranty Deed showing ownership
- Letter of Authorization assigning Jorgensen Associates, Inc. as agent
- Notice of Intent to Subdivide published 03/31/21 & 04/07/2021
- Ownership and Encumbrance Report (to satisfy Title Commitment requirement) dated March 19, 2021
- Declaration of Covenants, Conditions, & Restrictions
- Mortgage document
- Draft Subdivision Plat

We have left a Lower Valley Energy easement, listed as exception no. 14 in the title report, off of the plat map. This easement is in the process of being revised and a new document should be recorded prior to plat recording. Once that new easement is finalized, we will include it on the plat.

If you need any other materials, please feel free to contact me at any time.

Thank you for your consideration in this matter.

JORGENSEN ASSOCIATES, INC.

Matt Gotham, PLS
Survey Manager



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: Final Plat Application / Batchplant Townhome Addition

Physical Address: _____

Lot, Subdivision: Lot 1, Westview Addition (Plat 1411)

PIDN: 22-41-16-32-1-AB-001

PROPERTY OWNER.

Name: Batch Plant Partners, LLC

Phone: _____

Mailing Address: P.O. Box 689, Wilson, Wyoming

ZIP: 83014

E-mail: _____

APPLICANT/AGENT.

Name: Jorgensen Associates, Inc.

Phone: 307-733-5150

Mailing Address: PO Box 9550 Jackson, WY

ZIP: 83002

E-mail: mgotham@jorgeng.com c/o Matt Gotham

DESIGNATED PRIMARY CONTACT.

____ Property Owner ☒ Applicant/Agent

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

Matt Gotham

Name Printed

2021-06-11

Date

Survey Manager

Title

Rocky Mountain Bank/Jackson Hole Title
PO BOX 938
Jackson, Wyoming 83001

GRANTOR: FSD INVESTMENTS LLC
GRANTEE: BATCH PLANT PARTNERS LLC
Doc 0997088 Filed At 14:53 ON 08/24/20
Maureen Murphy Teton County Clerk fees: 15.00
By Vicki Carpenter Deputy Clerk

WARRANTY DEED

F.S.D. Investments, LLC, a Wyoming limited liability company, GRANTOR, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEYS AND WARRANTS to Batch Plant Partners, LLC, a Wyoming limited liability company, whose mailing address is P.O. Box 689, Wilson, Wyoming 83014, the following described real estate, situated in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:


Lot 1 of the Westview Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on April 7, 2020 as Plat No. 1411.

PIDN: 22-41-16-32-1-AB-001

Together with and including all oil, gas, water rights, and other minerals and mineral rights appurtenant thereto and owned by Grantor, if any, and all improvements and all other appurtenances and hereditaments thereunto belonging; subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

WITNESS our hands this 21st day of August 2020.

F.S.D. Investments, LLC, a
Wyoming limited liability
company


Eric Grove, Executive Committee
Member

STATE OF Wyoming)
COUNTY OF Teton) ss

The foregoing instrument was acknowledged before me by Eric Grove, who is personally known to me or has established his identity and authority to me by reasonable proof, as an Executive Committee Member of F.S.D. Investments, LLC, a Wyoming limited liability company, this 21st day of August, 2020.

Witness my hand and official seal.

My Commission Expires: 8/22/2020



Charlie Schwartz, Executive
Committee Member

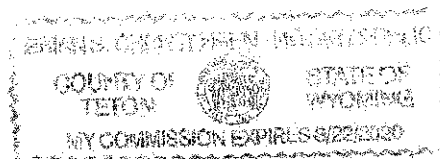
STATE OF Wyoming)
COUNTY OF Teton) ss

The foregoing instrument was acknowledged before me by Charlie Schwartz, who is personally known to me or has established his identity and authority to me by reasonable proof, as an Executive Committee Member of F.S.D. Investments, LLC, a Wyoming limited liability company, this 21st day of August, 2020.

Witness my hand and official seal.

My Commission Expires: 8/22/2020

Notary Public



LETTER OF AUTHORIZATION

Batch Plant Partners, LLC

, "Owner" whose address is: _____

P.O. Box 689, Wilson, Wyoming 83014-0689

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

_____, as the owner of property

more specifically legally described as: Lot 1, Westview Addition to the Town of Jackson, Teton County

PT SW1/4NE1/4, Sec 32, TWP 41N, RNG 116W

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, Inc.

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) (SIGNATURE OF CO-OWNER)

Title: *Owner/Partner*

(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 ERIC J. GROVE this 28th day of April, 2021.

WITNESS my hand and official seal.

[Signature]
(Notary Public)

My commission expires:

(Seal)



Jackson Hole News&Guide

Public Notices

What is a Public Notice?

These pages include a variety of notices required by Town, County and State statutes and regulations. These notices include Meeting Agendas, proposed city and county ordinances, tax and budget information, Liquor Licenses, foreclosures, summonses and bid invitations.

How to place a Public Notice

Jackson Hole News&Guide • PO Box 7445
Jackson, WY 83002 • (307) 733-2047

Rate: \$10.05 per column inch

Preferred Method of Submission is via Email in a Word/Text document to Legals@jhnewsandguide.com. Legals submitted via hard copy or PDF will be charged a typsetting fee of \$10.00 per typed page

LEGAL DEADLINE: THURSDAY AT 3:00 PM

MAY 19, 2021

TETON COUNTY NOTICES

Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Monday, May 24, 2021, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised up until 5:00pm the day before the meeting.
Publish: 05/19/21

Teton County Board of Commissioners
In conjunction with the Town of Jackson
Special Joint Information Meeting Notice
200 S. Willow St., Jackson, Wyoming
Monday, May 24, 2021, 3:00 p.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised up until 5:00pm the day before the meeting.
Publish: 05/19/21

Teton County Board of Commissioners
Special Meeting Notice
200 S. Willow, Jackson, Wyoming
Tuesday, May 25, 2021, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised up until 5:00pm the day before the meeting.
Publish: 05/19/21

TETON COUNTY DIVISION OFFICES

• PUBLIC NOTICE •

The Teton County Weed & Pest District Regular Monthly Board Meeting will be at noon on Tuesday, May 25. It will be held at the District Office and via Zoom. The public is welcome. Please email ewells@tcweed.org for the Zoom link. Questions please call 733-8419.
Publish: 05/19/21

• CONTINUED PUBLICATIONS •

INVITATION FOR BIDS
TETON COUNTY CHIP SEAL PROJECT
PROJECT NO. 1-21-M
TETON COUNTY, WYOMING

Invitation for Bids for application of chip seal and fog seal treatment on two (2) County roads, Fall Creek Road and Fish Creek Road, located near the town of Wilson in Teton County, Wyoming. The project generally consists of surface preparation, chip seal application, fog seal application, pavement striping, and associated incidentals. Total project length is approximately 16.8 miles. Start and final completion dates for construction are July 6, 2021 and August 13, 2021, respectively.

Notice is hereby given that Teton County, Wyoming, hereinafter referred to as the “Owner”, will be accepting sealed Bids for the Teton County Chip Seal Project.

Bid Opening Location: Due to the potential spread of COVID-19, Teton County Road & Levee Department will only receive Bids by email. The Bid, including all pages in the Bid Form, required Bid Security with Power of Attorney, Wyoming Residency certification (if applicable), and other required documentation shall be emailed to dgustafson@tetoncountywy.gov prior to 10:00 AM MDT on Friday, May 28, 2021. Bidder shall phone Dave Gustafson, Road & Levee Manager, at 307-732-8586 to confirm receipt of the emailed Bid. It is the responsibility of the Bidder to confirm the email was successfully received. Bid totals from all Bids received by email will be emailed to all Bidders that submitted a Bid. The successful low Bidder shall be required to provide the originals of said Documents to the Teton County Road & Levee Office, 3190 South Adams Canyon Drive, Jackson, Wyoming within forty-eight (48) hours of the Bid Opening. Any Bids received later than the time specified will be rejected.

Obtaining Bid Documents: Prospective Bidders may obtain the Bid Documents by email, dgustafson@tetoncounty.gov, by contacting Teton County Road & Levee Department, 307-733-7190, or through Public Purchase, www.publicpurchase.com. No deposit will be required. Questions regarding obtaining a set of the Bid Documents shall be directed to the Teton County Road & Levee Department at 307-733-7190.

All Bids must be accompanied by a money order, certified check, or bid bond payable to the Owner for 10% of the bid amount. The successful Bidder shall provide a 100% performance and payment bond.

In accordance with Wyoming Statutes, a five percent (5%) Bid preference will apply to Bids from Wyoming Resident Contractors and all Bidders shall comply with the “Preference for State Laborers / Wyoming Preference Act of 1971”.

The Owner reserves the right to reject any or all Proposals and to waive informalities and irregularities in Proposals.

END OF INVITATION
Publish: 05/12, 05/19, 05/26/21

INVITATION FOR BIDS
TETON COUNTY ROAD DUST CONTROL PROJECT
PROJECT NO. 3-21-M
TETON COUNTY, WYOMING

Invitation for Bids for application of dust control agent to various County roads in Teton County, Wyoming. Total project length is approximately 13.3 miles. Start and final completion dates for construction are July 6, 2021 and July 23, 2021, respectively.

Notice is hereby given that Teton County, Wyoming, hereinafter referred to as the “Owner”, will be accepting Bids for the Teton County Road Dust Control Project.

Bid Opening Location: Due to the potential spread of COVID-19 in the community, Bids will be received only by email. The Bid Schedule and Wyoming Residency documentation (if applicable) shall be emailed to dgustafson@tetoncountywy.gov prior to 10:00 AM MDT on Friday, May 28, 2021. Bidder shall phone Dave Gustafson, Road & Levee Manager, at 307-732-8586 to confirm receipt of the emailed Bid. It is the responsibility of the Bidder to confirm the email was successfully received with confirmation phone call. Bid totals from all Bids received by email will be emailed to all Bidders that submitted a Bid. The successful low Bidder shall be required to provide the originals of said Documents to the Teton County Road & Levee Office, 3190 South Adams Canyon Drive, Jackson, Wyoming within forty-eight (48) hours of the Bid Opening. Any Bids received later than the time specified will be rejected.

Obtaining Bid Documents: Prospective Bidders may obtain the Bid Documents by email, dgustafson@tetoncounty.gov, by contacting Teton County Road & Levee Department, 307-733-7190, or through Public Purchase, www.publicpurchase.com. No deposit will be required. Questions regarding obtaining a set of the Bid Documents shall be directed to the Teton County Road & Levee Department at 307-733-7190.

In accordance with Wyoming Statutes, a five percent (5%) Bid preference will apply to Bids from Wyoming Resident Contractors and all Bidders shall comply with the “Preference for State Laborers / Wyoming Preference Act of 1971”.

The Owner reserves the right to reject any or all Proposals and to waive informalities and irregularities in Proposals.

END OF INVITATION
Publish: 05/12, 05/19, 05/26/21

TETON COUNTY, WYOMING
INTEGRATED SOLID WASTE AND RECYCLING
JACKSON, WYOMING
TETON COUNTY POST OFFICE
PAPER RECYCLABLES COLLECTION
Request for Proposals

Project Name: Teton County, Wyoming Post Office Paper Recyclables Collection

The Issuing Office for the Bidding Documents is Teton County Integrated Solid Waste and Recycling 3270 S. Adams Canyon Road., Jackson, WY, 83001, Brenda Ashworth, Superintendent, 307-733-7678, bashworth@tetoncountywy.gov. The Request for Proposals is for the collection, all necessary equipment, labor and transportation required to remove all mail-related paper recyclables from three (3) Teton County Post Offices and transport said paper recyclables to the Teton County Recycling Center. The contract period for the Post Office paper recyclables collection Contract is two (2) years, with an option to renew for an additional two (2) years if agreeable to both parties. Bid documents are available for download through Public Purchase (www.publicpurchase.com); Bid ID: 142563).

Proposals will be accepted electronically through Public Purchase until 2:30 pm (MST), May 26, 2021.

Proposals will be opened immediately upon release by Public Purchase. Results will be published on Public Purchase by 2:30pm (MST), May 26, 2021. Instructions for submittals are available on the Teton County website at Departments/General Services/Purchasing: <http://www.tetoncountywy.gov/1951/Purchasing>

The Owner reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals. Questions are to be posted on the Public Purchase website. All questions and answers will be available to all bidders.
Publish: 05/12, 05/19/21

INVITATION FOR BIDS

JACKSON HOLE COMMUNITY PATHWAYS
2021 THREE CREEK PATHWAY REPAIR PROJECT
TETON COUNTY, WYOMING

Invitation for Bids for complete removal and replacement of the existing 10' wide paved multi-use pathway, trenching/backfilling for installation of OWNER supplied root barrier product on the west side of South Park Loop County Road No. 22-1.

Notice is hereby given that Teton County, Wyoming (OWNER) will receive sealed bids prior to 3:00 PM MDT on Thursday, June 3, 2021 at the Teton County Engineering Office, 320 South King St., Jackson, Wyoming. The project will generally consist of unclassified excavation above subgrade; complete reconstruction of approx. 3,200 LF of pathway consisting of pit run, base course and asphalt; installation of approx. 4,500 LF of a root barrier product; topsoil placement; hydroseeding; and other miscellaneous items.

RFP packages may be obtained online at the Public Purchase website at <http://www.publicpurchase.com>. The Bid ID is 142586. Contact Lloyd Wiser at lwiser@tetoncountywy.gov or 307.732.8578 to request a set of the Documents.

No bids will be opened unless sealed and filed with the OWNER and accompanied by a cashier's check, irrevocable letter of credit, or bid bond payable to the OWNER for 5% of the bid amount (to be forfeited as liquidated damages in the event that the BIDDER fails to enter promptly into a written agreement contract and furnish the required documents).

There will be a non-mandatory pre-bid conference at 10:00 AM MDT Friday, May 21 at the Teton County Engineering Office and by Zoom Meeting. All prospective BIDDERS are encouraged to attend.

The successful BIDDER shall provide Performance and Payment bonds for the full amount of the project.

In accordance with Wyoming Statutes, a five percent (5%) bid preference will apply to bids from Wyoming Resident Contractors and all BIDDERS shall comply with the “Preference for State Laborers / Wyoming Preference Act of 1971”.

The OWNER reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

END OF INVITATION
Publish: 05/12, 05/19, 05/26/21

TOWN OF JACKSON NOTICES

• OFFICIAL PROCEEDINGS •

TOWN COUNCIL PROCEEDINGS - UNAPPROVED
May 07, 2021 JACKSON, WYOMING
The Jackson Town Council met in a special town council meeting in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 10:32 A.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present: TOWN COUNCIL: In-person: None. via Zoom: Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter. Jim Rooks and Jessica Sell Chambers were absent.
Executive Session. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to recess to an executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16 4 405(a)(iii). Council recessed at 10:33 am and resumed session at 10:54 am.
Matter Concerning Litigation A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to direct the Town Attorney to negotiate a settlement in the matter of TasteBuds LLC v. Town of Jackson, No. S-20-0275. The vote showed 3-0 in favor and the motion carried. Adjourn. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to adjourn the meeting. The Mayor called for the vote. The vote showed 3-0 in favor and the motion carried. The meeting adjourned at 10:56 am. minutes:ll Review complete and approved minutes at www.jacksonwy.gov/491.
Publish: 05/19/21

TOWN COUNCIL PROCEEDINGS - UNAPPROVED
May 10, 2021 JACKSON, WYOMING
The Jackson Town Council met in special budget workshop session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 2:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the

• Public Notices •

• REQUEST FOR BIDS •

ADVERTISEMENT FOR BIDS
Lost Creek Ranch Water Infrastructure Replacement – Phase 1
Teton County, Wyoming

Notice is hereby given that Lost Creek Ranch, Inc. (Owner) is accepting Bids for a general contract for the construction of the Lost Creek Ranch Water Infrastructure Replacement – Phase 1.

Sealed Bids for the construction of the Project will be received at the Office of the Engineer, Nelson Engineering, PO Box 1599, located at 430 S. Cache St., Jackson, WY 83001 until June 3, 2021 at 3:00 PM. At that time, the Bids received will be publicly opened and read aloud at the Office of the Engineer. Bids shall be sealed in in an envelope plainly marked with the Bidder's name and the following title: "Lost Creek Ranch Water Infrastructure Replacement – Phase 1".

The Project consists of replacement of a single steel water storage tank with two fiberglass reinforced plastic tanks and 400 LF of 6-inch AC pipe with 6-inch HDPE pipe; installation of accessory tank piping, including subdrains, overflows, vents, tank drains, and interconnections; installation of extended overflow/drain piping and an outfall structure; installation of a pressure transducer and tank level controls; reclamation of all disturbed areas; and all other incidentals required to complete the work.

The Issuing Office for the Bidding Documents is: Nelson Engineering, P.O. Box 1599, 430 S. Cache St., Jackson, WY 83001, 307-733-2087, slagerman@nelsonengineering.net

Prospective Bidders may obtain the Bidding Documents from the issuing office. All official notifications, addenda, and other Bidding Documents will be offered only through the issuing office. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated issuing office.

Questions regarding the Bidding Documents should be directed to Ty Ross, PE, Nelson Engineering, tross@nelsonengineering.net (Ph: 307-733-2087)

A Pre-bid Conference for the Project will be held on May 27, 2021 at 3:00 PM at the Lost Creek Guest Ranch parking lot.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents.

The Owner reserves the right to reject any and all bids, and to waive all informalities. Further, the Owner may accept any bid which, in its opinion, best serves its interests.
Publish: 05/19, 05/26/21

• PUBLIC NOTICE •

POLO RANCHES SPECIAL IMPROVEMENT DISTRICT
FY 2022 BUDGET HEARING

The Board of Directors will hold a public meeting to consider and approve a Operating Budget for FY 2022 on May 29, 2021at 5:00 PM. The meeting will be held at 5100 Cortland Drive, Jackson, WY
Publish: 05/19, 05/26/21

PUBLIC NOTICE
STATE OF WYOMING
Department of Environmental Quality/ Air Quality Division
Annual Monitoring Network Plan

The Wyoming Air Quality Division (AQD) will submit the Wyoming Ambient Air Monitoring Annual Network Plan 2021 to EPA Region 8 in accordance with 40 CFR 58.10. The AQD is soliciting comments from the interested public on this network plan. The plan is available for public comment, and the public will be allowed a period of thirty (30) days to submit written comments. Public comments must be received no later than June 16, 2021. All comments received by the close of business on June 16, 2021 will be submitted to EPA's Region 8 along with the plan and will be retained on file in the Cheyenne office.

Notice is hereby given the State of Wyoming, Department of Environmental Quality, Air Quality Division, proposes to submit the Wyoming Ambient Monitoring Annual Network Plan 2021 to the EPA.

Comments can be submitted to the AQD's Monitoring Supervisor, Ms. Cara Keslar, Ambient and Emission Monitoring Supervisor, Air Quality Division, Department of Environmental Quality, 200 West 17th Street, 3rd Floor, Cheyenne, Wyoming 82002. Comments may also be submitted electronically through the following website: (<http://deq.wyoming.gov/aqd/resources/public-comments-online/>). Comments submitted by email will not be accepted. Interested parties may examine the documentation packet and relevant supporting materials on AQD's website <http://deq.wyoming.gov/aqd/monitoring/resources/annual-network-plans/>. In accordance with the Americans with Disabilities Act, special assistance or alternate formats will be made available upon request for individuals with disabilities. Para espanol visite deq.wyoming.gov.
Publish: 05/19/21

CATEGORICAL EXCLUSION DETERMINATION
for the Teton Village Water and Sewer District,
Teton County, Wyoming

The Department of Environmental Quality/Water Quality Division (DEQ) has conducted a review of the proposed Teton Village Water and Sewer District (TVWSD) WWTP (2022) Improvements project in accordance with EPA and State of

Wyoming procedures for implementing the State Environmental Review Process. DEQ has determined that this project is eligible for a categorical exclusion. Accordingly, DEQ is exempting the project from further substantive environmental review requirements under the State Environmental Review Process. Neither an Environmental Assessment/Finding of No Significant Impact nor an Environmental Impact Statement/Record of Decision will be required for the proposed action. The following is a brief description of the situation and the proposed action and a brief statement of how the action meets the criteria for a categorical exclusion.

The TVWSD WWTP (2022) Improvements consist of the construction of an additional clarifier and digester; expansion of the flow equalization facilities, new chlorination and lime feeder facilities, emergency trailer storage, photovoltaic panels, and effluent heat recovery facilities. Based on current cost estimates, TVWSD plans to borrow \$3,600,000 from the Wyoming Clean Water State Revolving Loan Fund administered by the Wyoming Office of State Lands and Investments. TVWSD does not anticipate an increase in user fees. Loan terms will be 2.5% interest rate and 20 years.

TVWSD has inspected and is familiar with the project area. TVWSD found no evidence and has no knowledge that the project area contains endangered/threatened species, suitable habitat for endangered/threatened species, migratory birds, eagles, jurisdictional waters of the United States, or prime agricultural lands. TVWSD is aware of and accepts responsibility for any required mitigative actions associated with and including storm water runoff, erosion control, archeological/historic artifacts, and air quality concerns. These will be part of the standard State Revolving Funds Program contract conditions.

DEQ is granting an exclusion because the project consists of upgrades to the existing Wastewater Treatment Plant, facilities located adjacent to and on the same property as existing facilities. This project will be completely constructed in previously disturbed ground, specifically ground disturbed by the WWTP. DEQ has determined that exempting the proposed project from further review under the State Environmental Review Process will not result in adverse impacts to the population or the area of Teton Village in Teton County, Wyoming.

The documentation to support this decision will be on file in the DEQ Cheyenne Office and is available for public scrutiny upon request. Comments concerning this decision may be addressed to Stan Miller, SRF Project Engineer, Department of Environmental Quality, 200 W. 17th St. Suite 200, Cheyenne, WY 82002, Tel. (307) 777 6371, FAX (307) 635-1784, email: stanley.miller@wyo.gov.
Publish: 05/19/21

PROPOSED TEMPORARY TURBIDITY INCREASE IN KAUFMAN CREEK

The Wyoming Department of Environmental Quality (WDEQ) has received a request from the Federal Highway Administration on behalf of the National Park Service for a temporary increase in turbidity in Kaufman Creek within Grand Teton National Park. The temporary increase in turbidity is associated with proposed improvements to the Moose-Wilson Road.

Activity in cold water streams like Kaufman Creek are normally limited to a ten (10) NTU increase over background. Approval of this request would allow an exceedance of this limit for up to forty-four (44) total working days, subject to monitoring and reporting. This activity will follow the procedures in Chapter 1, Section 23(c)(ii), of the WDEQ Water Quality Rules and Regulations, which allow for temporary elevated levels of turbidity in certain circumstances. The applicant has applied for a U.S. Army Corps of Engineers 404 permit for the project.

Requests for information about the proposed turbidity increase should be directed to Eric Hargett by email (eric.hargett@wyo.gov) or phone (307-777-6701). Comments must be addressed to Eric Hargett, Wyoming DEQ/WQD, 200 W. 17th Street – 4TH floor, Cheyenne, WY, 82002, and be postmarked on or before 5:00 p.m. on June 2, 2021 to be considered. Phone or email comments will not be accepted. Para español, visite deq.wyoming.gov.
Publish: 05/19/21

NOTICE OF SPECIAL MEETING

JACKSON HOLE AIRPORT BOARD
9:00 AM, May 20, 2021
Airport Board Meeting Room
Jackson Hole Airport
1250 East Airport Road
Jackson, Wyoming 83001

Please take notice that a special meeting of the Jackson Hole Airport Board (the "Board") will commence at 9:00 am on Thursday, May 20, 2021 in the Airport Board Room at the Jackson Hole Airport, with Board members participating either in person or via WebEx. The meeting can be viewed via live stream and public comment may be provided through the link at www.jacksonholeairport.com.

The Board will take up the following agenda items:
I. Call to Order
II. Employee of the Month
III. Community Outreach
IV. Comments from Grand Teton National Park, Town of Jackson, Teton County and the Public
V. Activities and Reports Update
VI. Action Items
A. Consent Agenda
i. Approval of the Minutes
1. April 21, 2021 - Regular Meeting
ii. Airline Amendments
iii. Ground Handling License Amendments
iv. Milestone Software Upgrade
v. Camera Storage Server Expansion
vi. WYDOT Grant AJA001C
vii. WYDOT Grant AJA003A
B. Payment of the Bills
C. Financial Reports
D. FAA Grant JAC-NMG-3-56-0014-066-2021

• LIQUOR LICENSE •

PUBLIC NOTICE: Notice of Application for a Restaurant Liquor License
Notice is hereby given that the applicant whose name is set forth below filed application for a Restaurant Liquor License in the Office of the Town Clerk of the Town of Jackson, Teton County, Wyoming. The date of filing, name of the said applicant, and description of the place or premises which the applicant desires to use are as follows: Date Filed: May 4, 2021. Applicant: Thai Plate Cuisine Inc d/b/a Thai Plate. Location: 145 N. Glenwood Street. Protest, if any there be, against the transfer of the above license will be heard at the hour of 6:00 pm or as soon thereafter as the matter can be heard, on the 7th day of June 2021 before the Town Council of the Town of Jackson, Teton County, Wyoming, in the Council Chambers of the Town Hall at 150 East Pearl. Dated this May 10, 2021. L.Lenamond, Town Clerk
Publish: 05/19, 05/26/21

• REQUEST FOR BIDS •

ADVERTISEMENT FOR BIDS
TOJ Bid No. 21-04
Notice is hereby given that the Town of Jackson, Wyoming is requesting Bids for the construction of the 2021 Chip Seal Project. Sealed bids for Project will be received at the Office of the Town Clerk, Town of Jackson, PO Box 1687, located at 150 East Pearl Avenue, Jackson, WY 83001 (Town Hall), emailed bids will be received at LynseyLenamond@jacksonwy.gov until Thursday, June 3rd, 2021 at 2:00 PM local time. At that time the Bids received will be publicly opened and read. Bids shall be delivered according to the Instructions to Bidders. The Project includes furnishing of all necessary, labor, equipment, transportation, services, and materials required for the application of approximately 450,000 square feet of chip seal treatment in various locations throughout Town. Construction to be completed by August 27th, 2021. Issuing Office: Town of Jackson Engineering Division townengineering@jacksonwy.gov (Phone: 307-733-3079). Digital bidding documents at www.questcdn.com. QuestCDN project No. 7829050.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents. Responsible Wyoming bidders will be given a 5% preference. The Town of Jackson reserves the right to reject any and all bids, and to waive all informalities. The Town of Jackson may accept any bid which in its opinion best serves its interests.
Publish: 05/19, 05/26/21

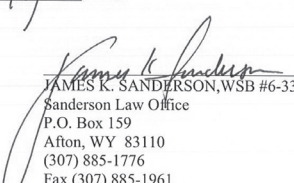
GENERAL PUBLIC NOTICES

• ESTATE PROBATE •

James K. Sanderson, WSB #6-3392
Sanderson Law Office
P.O. Box 159
Afton, WY 83110
(307) 885-1776
Fax (307) 885-1961
Attorney for the Petitioner

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
IN AND FOR THE COUNTY OF TETON, STATE OF WYOMING
IN THE MATTER OF THE ESTATE OF)
JEREL KEITH HALL,) Probate No. 33741
)
)
RITA JEAN HALL,)
)
Petitioner.)

NOTICE OF PETITION FOR DECREE OF SUMMARY ADMINISTRATION OF ESTATE PURSUANT TO W.S. § 2-1-205
COMES NOW the Petitioner, RITA JEAN HALL, appearing by and through her attorney, James K. Sanderson of Sanderson Law Office, and provides notice that she has applied to the District Court for a decree of summary administration of the Estate of Jerel Keith Hall, pursuant to W.S. § 2-1-205. Upon completion of publication, as required by W.S. § 2-1-205(c), Petitioner will ask the Court to enter a decree establishing right and title to the Decedent's real and personal property located in Teton County, Wyoming.

DATED this 12 day of May, 2024.

JAMES K. SANDERSON, WSB #6-3392
Sanderson Law Office
P.O. Box 159
Afton, WY 83110
(307) 885-1776
Fax (307) 885-1961
Attorney for the Petitioner

Publish: 05/19, 05/26/21

• Public Notices •

E. Fees and Charges Resolution
F. Notice of Proposed Rule Making – Ground Transportation Rule Amendment
G. Non-Federal Reimbursable Agreement Amendment A1
H. KLJ Engineering – Hangar 4-6 Development Design
I. Wadman Authorization – Pre-Construction Services for Hangar 4-6 Design
J. Wadman Amendment – ATO Remodel
K. Seal Coat and Mark Pavements Contract
VII. Director's Comments
VIII. Board Comments
IX. Executive Session
X. Adjourn

Those who attend the meeting in person are asked to wear masks indoors and observe social distancing protocols.
Publish: 05/19/21

• INTENT TO SUBDIVIDE •

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that, Wydaho Properties LLC intends to apply for a permit to subdivide in Teton County. A public hearing for said permit will occur at a regular meeting of the Teton County Commissioners at the Teton County Administration Building. Please contact the Planning Office at 733-3959 for the scheduled meeting date. The proposed subdivision contains 3 lots. The project is located on 41.88 acres, generally described as Lot 22, Lot 23 and Lot 24 of Table Rock Ranch Subdivision Fifth Filing Amended, Plat no. 1370, and located within the SW 1/4 NE 1/4 & SE 1/4 NW 1/4, Section 20, Township 44 North, Range 118 West. The site is accessed from Grand Mountain View Lane and will be named Table Rock Ranch Subdivision Fifth Filing Second Amended.
Publish: 05/19, 05/26/21

• CONTINUED PUBLICATIONS •

NEW BID OPPORTUNITY AT THE JACKSON HOLE AIRPORT

Wadman Corporation is the Construction Manager at Risk for the Jackson Hole Airport which includes several projects at the Jackson Hole Airport.

Wadman Corporation is seeking subcontractor bids from qualified subcontractors and suppliers for the construction of the Jackson Hole Airport TERMINAL AIRLINES TICKET OFFICE RELOCATION

Subcontractors who are qualified are encouraged to view the bid documents and submit a proposal. DBE subcontractors are highly encouraged to bid. Wadman Corporation is also committed to the development and implementation of initiatives, which promote the inclusion of local businesses. Wyoming Residency Preference applies as defined in W.S. 16-6-101 to 107.

Project Name: TERMINAL AIRLINES TICKET OFFICE RELOCATION

Remodel of the existing space for the new Airline Ticket Offices (ATO) and support spaces. The space is approx.. 4,000 SF. The scope of work will include general remodel, mechanical, electrical, fire protection and technology work.

WORK TO START: JUNE 7, 2021
WORK COMPLETION: AUG 16, 2021

PLANS ARE AVAILABLE NOW.
Please email Tera Hadley for the plan link and information. Her email address is thadley@wadman.com

PROPOSALS ARE DUE - MAY 24, 2021 by 2 PM MST to Wadman Corporation via email at bids@wadman.com

To obtain further bid information on this project please contact: Wadman Corporation
Estimating - Cody Toone - ctoone@wadman.com
Project Manager - Sam Venable – svenable@wadman.com
Office Line: 801-621-4185
Publish: 05/12, 05/19/21

In the Ninth Judicial District Court, Teton County, Wyoming Civil No. 15253
Jim Pyer Plastering INC; James S. Pyer, Elaine M. Pyer;
Mike and Kathy Shidner (Plaintiffs)
v.
John B. Vick (Defendant)

PLEASE TAKE NOTICE that the Plaintiffs in the above referenced case have received a Conditional Order Reviving the Default Judgement entered against Defendant on November 2, 2012. The Default Judgement will be revived if no objection to the Conditional Order is made by Defendant in writing to the Ninth Judicial District Court, Teton County, Wyoming and served upon the Plaintiffs on or before June 16, 2021.
Publish: 05/12, 05/19, 05/26, 06/02/21

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes Batch Plant Partners, LLC intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain four townhouse lots. The project is located on 0.29 acres, (generally) described as a portion of the SW1/4 NE1/4 of Section 32, Township 41N, Range 116W. The street address is 315 Batch Plant Road, Jackson, WY. The name of the proposed subdivision is Batch Plant Townhome Addition.
Publish: 05/12, 05/19/21

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Jackson Hole Daily

Issued To:

Jorgensen Associates, PC
1315 HWY 89 S., Suite 201
Jackson, WY 83002

Report No.: W-24957
Effective Date: March 19, 2021
Current Date: April 12, 2021
Cost: \$350.00

Project Reference: Lot 1 of the Westview Addition – 09040-2020-10

Property Address: TBD Batch Plant Road, 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:

Batch Plant Partners, 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

Lot 1 of the Westview Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded in the Office of the Teton County Clerk on April 7, 2020 as Plat No. 1411.

PIDN: 22-41-16-32-1-AB-001

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

1. Any lien or right to a lien for services, labor or material not shown by the public records.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
3. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
4. Taxes, special and general, assessment districts and service areas for the year 2020.
Tax ID No.: OJ-005265 - INCLUDES OTHER LANDS
1st Installment: \$4,352.71 PAID
2nd Installment: \$4,352.70 DUE

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
5. General taxes for the year 2021 and subsequent years, a lien in the process of assessment, not yet due or payable.
6. Assessments for the Spring Creek Improvement and Service District, if any, which are excluded from the coverage afforded hereby.
7. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the State of Wyoming in a document recorded September 5, 1946, as (instrument) Mixed Records (book) 6 (page) 48, 49 & 50, Official Records:
Purpose: Right of way and incidental purposes
[B6P48-49-50 MR](#)
8. All matters as delineated on the Official Map of Survey - Property of Jack Corbin, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-38A.
[Map T-38A](#)
9. The terms, conditions and provisions as contained in the Agreement entitled "Spring Creek Improvement and Service District", by and between Spring Creek Improvement and Service District and Jackson Hole Choice Meats, Inc., dated May 27, 1998, recorded June 10, 1998, as (book) 356 (page) 161, Official Records.
[B356P161](#)
10. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded December 14, 1998, as (book) 367 (page) 432, Official Records.
[B367P432](#)

11. All matters as delineated on the Official Map of Survey prepared for JLC Development, LLC, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-30F. [Map T-30F](#)
12. The terms, conditions and provisions as contained in the Agreement entitled "Development Agreement", by and between F.S.D. Investments, LLC, a Wyoming limited liability company and Town of Jackson, dated March 20, 2017, recorded April 13, 2017, as (instrument) 0925305 (book) 943 (page) 474, Official Records. [B943P474](#)

An Assignment by and between F.S.D. Investments, LLC, a Wyoming limited liability company and Westview Partners, LLC, a Wyoming limited liability company, recorded June 25, 2019, as (instrument) 0972279 Official Records. [0972279](#)

First Amendment to the Development Agreement, recorded June 25, 2019, as (instrument) 0972280 Official Records. [0972280](#)
13. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded June 25, 2019, as (instrument) 0972281, Official Records:
Purpose: Utilities
[0972281](#)
14. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded November 18, 2019, as (instrument) 0981516, Official Records. [0981516](#)
15. All matters as delineated on the Official Plat of Westview Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1411. [Plat 1411](#)
16. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Covenants, Conditions and Restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document recorded April 10, 2020, as (instrument) 0988615, Official Records. [0988615](#)
17. Pedestrian Easement, recorded May 4, 2020, as (instrument) 0989528, Official Records. [0989528](#)
18. Terms and conditions of that Utility & Pedestrian Easement, recorded May 4, 2020, as (instrument) 0989529, Official Records. [0989529](#)
19. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$150,000.00, dated May 14, 2020, recorded May 15, 2020, as (instrument) 0990134, Official Records.

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-24957

Mortgagor: F.S.D. Investments, LLC, a Wyoming limited liability company
Mortgagee: Sugarfoot Farm Investors LLC

20. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$2,284,673.00, dated August 21, 2020, recorded August 24, 2020, as (instrument) 0997089, Official Records.
Mortgagor: Batch Plant Partners, LLC, a Wyoming limited liability company
Mortgagee: Rocky Mountain Bank
21. A UCC Financing Statement recorded in the office of the County Recorder, showing Batch Plant Partners, LLC, a Wyoming limited liability company, as Debtor, and Rocky Mountain Bank, as Secured Party, recorded August 24, 2020, as (instrument) 0997104, Official Records.
22. Claim of Mechanic's Lien, in the amount of \$12,000.00, executed by Manuel Jingco / Jingco Construction, against Frank Forelle / Charlie Schwartz / Eric Grove, dated November 24, 2020, Recorded December 7, 2020, (instrument) 1004529, Official Records.

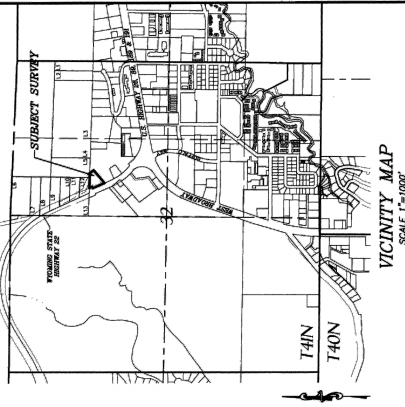
***** End of Schedule *****

*** CHAIN OF TITLE REPORT

According to the public records, no documents conveying the property described in this report have been recorded within a period of 24 months prior to the date of this report, except as shown herein:

Warranty Deed from F.S.D. Investments, LLC, a Wyoming limited liability company, to Batch Plant Partners, LLC, a Wyoming limited liability company, recorded August 24, 2020, as (instrument) 0997088, Official Records.

T41N R116W



LEGEND

Indicates a monument with Land Corner Reclamation Certificate of record in the Office of the Clerk of Teton County, Wyoming.

2-1/2" x 4" aluminum cap inscribed "WYOMING DEPT. OF TRANSPORTATION 1988" with 3-1/2" x 4" aluminum cap inscribed "WYOMING DEPT. OF TRANSPORTATION 1988" with other appropriate markings. NOTE: RM indicates reference monument.

2-1/2" x 4" aluminum cap inscribed "U.S. COAST AND GEODETIC SURVEY BUREAU 1988" with 3-1/2" x 4" aluminum cap inscribed "U.S. COAST AND GEODETIC SURVEY BUREAU 1988" with other appropriate markings.

2-1/2" x 4" aluminum cap inscribed "U.S. GENERAL LAND OFFICE SURVEY 1988" with 3-1/2" x 4" aluminum cap inscribed "U.S. GENERAL LAND OFFICE SURVEY 1988" with other appropriate markings.

5/8" x 8" steel reinforcing bar with 2" x 4" aluminum cap inscribed "U.S. 5/8"

5/8" x 8" steel reinforcing bar with 1-1/2" x 4" aluminum cap inscribed "U.S. 5/8"

5/8" x 8" steel reinforcing bar with 1-1/2" x 4" aluminum cap inscribed "PE & LS 5/8"

reflecting steel bar with 2" diameter aluminum cap inscribed "JORGENSEN 1988" with 3-1/2" x 4" aluminum cap inscribed "JORGENSEN 1988" with other appropriate markings.

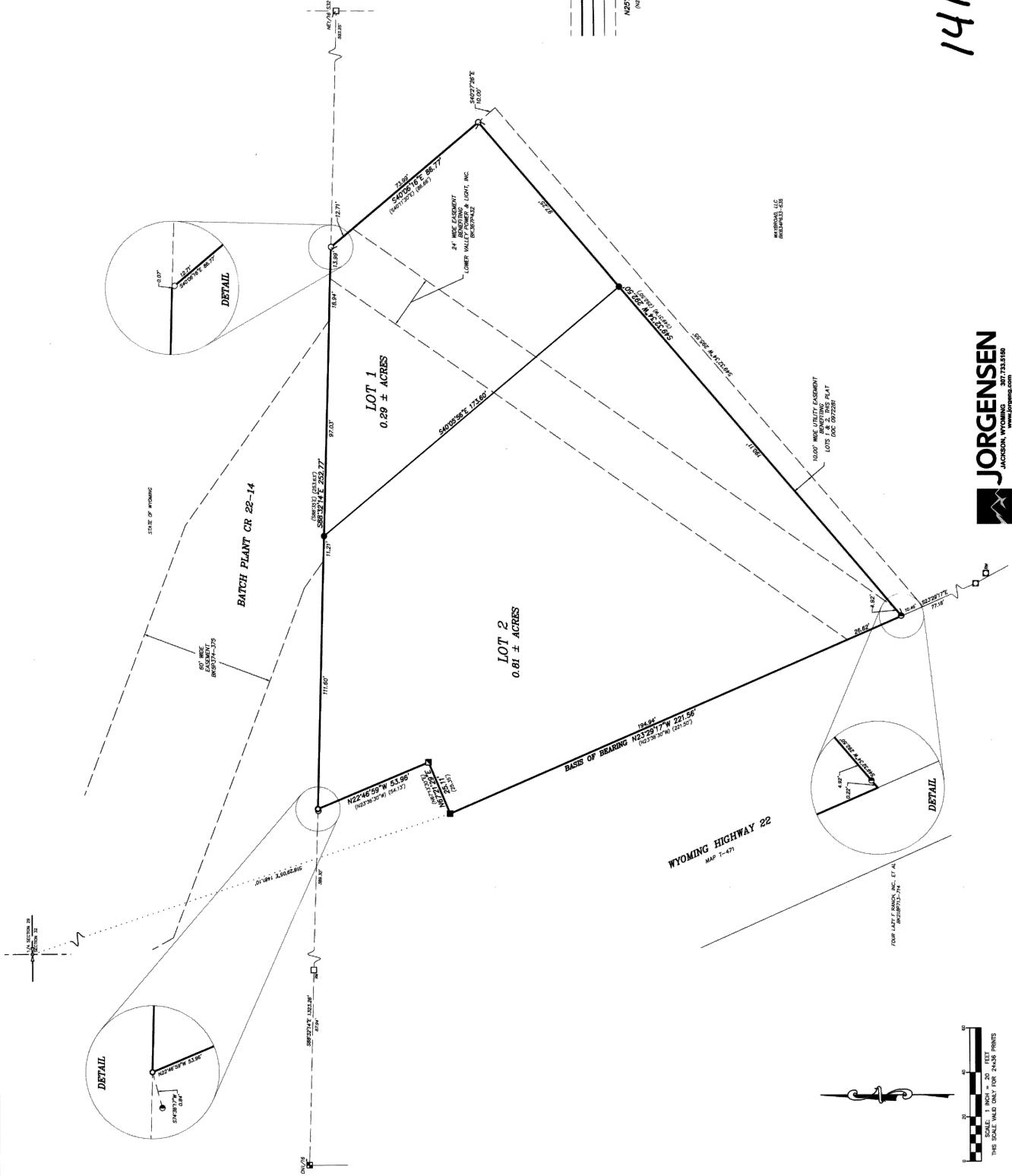
boundary, line within this subdivision

boundary, adjoining property

boundary, easement, or right

measured bearing & distance

record bearing & distance, Warnly load DOC 09/22/75



FINAL PLAT

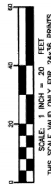
WESTVIEW ADDITION
TO THE TOWN OF JACKSON

LOCATED IN THE
SW 1/4 SECTION 30
TOWNSHIP 41 NORTH, RANGE 105 WEST 6TH PM
TETON COUNTY, WYOMING

SHEET 2 OF 2
MAP PREPARED BY JORGENSEN

1411

JORGENSEN
JACKSON, WYOMING
www.jorgensen.com



**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BATCH PLANT TOWNHOME ADDITION TO THE TOWN OF JACKSON**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BATCH PLANT TOWNHOMES, JACKSON, WYOMING**

THIS DECLARATION is made on the date hereinafter set forth by Sugarfoot Farms, Investors, LLC, a Wyoming limited liability company, and F.S.D. Investments LLC, a Wyoming limited liability company, (collectively "Declarant").

WHEREAS, Declarant is the owner of certain property in Teton County, Wyoming, which is more particularly described as:

Lots 1, 2, 3, 4, and 5 of the Batch Plant Townhome Addition to the Town of Jackson, Wyoming. Said real property having been duly platted as the Batch Plant Townhome Addition to the Town of Jackson (the "Batch Plant Townhomes").

The property consists of four (4) single family townhome units.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above and platted as the Batch Plant Townhomes, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I – DEFINITIONS

Section 1. "Association" shall mean and refer to the Batch Plant Homeowner's Association, a Wyoming Non-Profit Corporation, formed with the Wyoming Secretary of State on October 11, 2020.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and

enjoyment of all of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that area described on the plat as Common Area
and dedicated on the Batch Plant Plat to the Association.

Section 5. “Limited Common Area” means those parts of the general common area designated on the Plat which are either limited to and reserved for the exclusive use of an Owner of a Townhome Unit or are limited to and reserved for the common use of more than one but fewer than all of the Townhome Unit Owners. The stairwell areas between adjacent Units and the shared roofs of adjacent Units shall be Limited Common Area.

Section 6. “Lot” shall mean and refer to any plot of land upon which a single townhouse unit is located and shown by number upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 7. “Properties” shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. Each Lot may be referred to as a Property. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lots 1, 2, 3, 4, and 5 of the Batch Plant Addition to the Town of Jackson, Wyoming. Said real property having been duly platted as the “Batch Plat Townhomes”.

Section 8. “Unit” shall mean a single Townhome dwelling located on a Lot.

Section 9. “Declarant” shall mean and refer to Sugarfoot Farms, Investors, LLC and F.S.D. Investments LLC.

Section 10. “Articles” shall mean the Articles of Incorporation for the Batch Plant Homeowner’s Association.

Section 11. “Bylaws” shall mean the bylaws for the Batch Plant Homeowner’s Association.

ARTICLE II – PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners under the terms of this Declaration. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by not less than seventy five percent (75%) of the Owners has been recorded.

Section 2. Ownership. The ownership of any Townhouse Lot may be held in any legally recognized manner or form, except under a time sharing arrangement whereby less than 100% of the fee simple interest in a Townhome unit is sold upon some basis of limited time. Such time-sharing arrangements are inconsistent with the Declarant's desires and would tend to provide a degree of transiency and commercialism contrary to what is intended as a neighborhood residential development. Rental of townhouse units for periods of less than thirty (30) days in length are prohibited. Garages may not be used as living space.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property; however, the Owner shall continue to be primarily liable for the actions and conduct of those persons he permits to enter the property.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 1. Batch Plant Homeowner's Association. There are four (4) Lots in the Batch Plat Subdivision. All of those Lots will be townhomes. Each Owner shall automatically become, by virtue of his or her ownership of a Lot in the Batch Plant Townhome development, a member of the Batch Plant Homeowner's Association, and shall have all of the rights and obligations of a member as provided in the Articles and Bylaws thereof, and as provided herein.

Section 2. The voting membership of the Batch Plant Homeowner's Association shall be all Owners within the subdivision, and one vote is entitled for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as the Owners of that Lot determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV – COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned in a final platted phase and with a Unit fully constructed thereon, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. The Declarant is **not** exempt from assessments as long as it owns a Lot or Lots. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, and for the improvement and maintenance of the Common Areas and Limited Common Areas as determined by the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be _____ Dollars (\$_____) per lot, which shall be payable in equal monthly payments.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, The maximum annual assessment may be increased each year not more than 25% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 25% by a vote of not less than seventy five percent (75%) of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment

at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of not less than seventy-five percent (75%) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Declaration shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. Meetings may be held in-person or by video conference.

Section 6. Uniform Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first Unit. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Individual Assessments. The Board may impose an assessment against a single lot for damages caused by its owner to the Common Area or for violation of adopted Rules and Regulations. Such individual assessments may be collected the same as regular and special assessments.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of not more than eighteen percent (18%) per annum. The Board may allow for a lesser interest rate by resolution. The Association, by and through its attorney, property manager, or Board member may file a Homeowner's Lien against a delinquent lot owner. The Association may further bring an action at law against the Owner personally obligated to pay the same, or foreclose the Homeowner's Lien against the Property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a first mortgage of record, including deed of trust, and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not. The lien of such assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Wyoming law. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead exemption as against such assessment lien. Sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, including deed in lieu of foreclosure or cancellation or forfeiture of an executory land sales contract, shall extinguish the lien of such charges as to payments which became due prior to such sale, transfer or cancellation or forfeiture of executory land sales contract. No sale or transfer, or cancellation or forfeiture of executory land sales contract shall relieve such lot from liability for any such charges thereafter becoming due or from the lien thereof.

ARTICLE V – ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change (including color scheme) or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of two (2) or more representatives appointed by the Board.

ARTICLE VI — ANIMALS

No domestic animals or fowl shall be maintained on any Lot other than not more than two (2) generally recognized house or yard pets, provided, however, that such animals shall at all times be restrained or leashed, and subject to such limitations as may, from time to time, be set forth in the Bylaws or Rules and Regulations of the Association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. Litters of puppies or kittens may remain on the premises for no more than 45 days, after which time the limit of two (2) domestic animals shall prevail. Barn yard animals of any type shall not be permitted to be kept or maintained. In the event of any violation of these provisions or Rules and Regulations adopted by the Board of Directors of the Association, or other nuisance involving an owner, lessee, or guest animals, the Board shall have the right to demand immediate removal of the animals from the Properties at the expense of the Owner, as well as assess fines which shall have the force and effect of Homeowner's assessments for which a lien can be placed on the Property

ARTICLE VII – PROHIBITED STRUCTURES

No house trailer, mobile home, tent, teepee, truck camper, recreational vehicle or boat shall be placed or maintained on the Properties. The term "Trailer home" or "mobile home" as used herein shall mean any building or structure with wheels and/or axles, and any vehicle, used at any time, or constructed so as to permit its use for transport upon the public streets or highways, and constructed in a manner so as to permit occupancy as a dwelling or sleeping place for one or more persons. "Trailer home" or "mobile home" shall also mean any such building, structure or vehicle, whether or not wheels and/or axle have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation.

Propane tanks larger than 5 gallons, either above ground or underground, for heating and interior appliances are not allowed.

ARTICLE VIII – SIGNS AND LIGHTS

No signs of any character shall be placed or maintained on any Lot within the Property except (i) a sign identifying the Owner or occupant of a Lot, which sign shall not exceed one (1) square foot; and (ii) a sign advertising the premises for sale or rent or open for inspection, which sign shall not exceed three (3) square feet. Any exterior light must be so arranged so as to reflect the light away from neighboring Lots and away from the vision of passing motorists.

ARTICLE IX – OUTSIDE ACTIVITIES

No outside clothes lines or other outside clothes drying or airing facilities whatsoever shall be permitted. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles designed for such fires, and such additional fires as may from time to time be permitted by the Association rules and regulations. There shall be no outside recreational or playground equipment permitted, except upon written approval of the Association Board of Directors, which written approval may contain limitations or restrictions. There shall be absolutely no outside storage permitted and no outside cutting of firewood on the Properties. No vehicle or accessory shall be parked or stored in excess of three (3) days, nor shall any outside mechanical and/or maintenance work be performed without the express written consent of the Association Board of Directors.

ARTICLE X – WASTE AND TRASH DISPOSAL

All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring Lots. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Association. The maintenance of accumulated waste plant materials is prohibited. The cost of garbage and trash collection shall be paid by each Owner, in accordance with the billing of the trash collector.

ARTICLE XI – PARKING

Only two passenger vehicles (car or truck) per Unit may be parked in the driveway and no guest parking is allowed on the Property. The Board may require Owners to park inside their garage per adopted Rules and Regulations. Exceptions are when an owner or lessee is having an entertainment function or has short-term (not more than one (1) week) guests residing at their unit. The Board of Directors may enact Rules and Regulations prohibiting the use of garages as storage areas and/or requiring that an Owner's vehicle be parked inside the garage.

ARTICLE XII – MAINTENANCE

Section 1. Common Area. The Association shall maintain the Common Area.

Section 2. Limited Common Area. Where the use of the Limited Common Area is shared by more than one (1) Owners, the Owners sharing use shall be responsible for the maintenance, repair and replacement of the Limited Common Area at their sole cost and expense. This includes, but is not limited to, the shared roofs and stairwells on the Property. Where only one Owner uses the

Limited Common Area, that Owner shall be solely responsible for that Limited Common Area. Owners shall ensure that their insurance policies cover the Limited Common Areas as described herein.

Section 3. Lots. Each Owner is responsible for exterior maintenance upon each lot as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces and other exterior improvements. Such exterior maintenance shall include glass surfaces. Owners shall also be responsible for all interior maintenance including but not limited to door and glass molding on the inside of the Townhome unit, regardless of the cause of the deteriorated molding. Owners shall also be responsible for exterior door maintenance, repair, and replacement including the molding. Owners shall obtain insurance to cover the above requirements, which differ from what may be considered a standard "walls in" Owner's policy for townhomes.

Section 4. Landscaping. Each Lot boundary shall essentially consist of the building footprint. The areas outside the building footprint shall be considered Common Area to which each Townhouse owner shall contribute twenty five percent (25%) of the cost of maintenance. Landscaping shall include any sprinkler systems and other related items. Owners may install and maintain their own landscaping at their sole expense, so long as the landscaping has been approved in advance by the Board.

Section 5. Other Common Area Expenses. Each Townhome owner shall be twenty five percent (25%) responsible for any other Common Area expenses as determined by the Association, including but not limited to maintenance of the driveway, signs, fences, streetlights, and other items benefiting the Properties.

Section 6. Additional Liability. In the event that the need for exterior maintenance or repair of any part of the Properties, or the improvements thereon, is caused through the willful or negligent acts of an Owner, the Owner's family, guests, invitees, or tenants, and the costs are not promptly paid at the request of the Association, the costs of such exterior maintenance shall be added to and become part of the assessment to which such Owner's Lot is subject.

ARTICLE XIII – GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Indemnification. The Declarant, Board of Directors, officers or members of any committee shall not be liable to any party for any action or inaction with respect to any provision of this Declaration, the Articles of Incorporation, or Bylaws of the Homeowners Association, provided such individuals acted in good faith. All such individuals shall be indemnified and held harmless by the Owners from liability, damages, and expenses, including reasonable attorney's fees, for any decision or action they may make while acting within the scope and course of their duties.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declarant, in its sole discretion, shall have the right to amend this Declaration for the purpose of subjecting additional properties to this Declaration. This Declaration may be amended by not less than seventy five percent (75%) of the Lot owners.

Section 5. Easements. Easements in, on, over, across and above the Common Area are hereby reserved by the Declarant for utility and construction purposes, and such other uses and purposes as the Declarant may deem necessary or appropriate for the service of and to the Properties. The Declarant reserves the exclusive right to create and assign any and all of said easements and developer rights.

Section 6. Annual Assessments. Annual assessments collected by the Homeowners Association will be used to pay the following:

- (a) Property and General Liability Insurance coverage as selected by the Association. Amounts of insurance coverage in place at all times will be sufficient to replace the "as built" buildings within the Property. Owners are required to obtain insurance coverage to cover the maintenance requirements set forth in Article XII, to protect any improvements made to the interior of the property, and to cover the contents of the Property and Personal Property not covered in the Homeowner's Association Policy.
- (b) Building and Common Area maintenance and repair.

(c) Accounting, Legal, Professional, Maintenance, and Association Office Expenses

An annual accounting and budget will be prepared by the authorized members of the Association and delivered to all Owners in advance of the annual meeting.

ARTICLE XIV - RULES AND REGULATIONS

The Board of Directors may enact reasonable Rules and Regulations governing activities such as noise control, television antennas, pets, renters, barbecues, garbage, clotheslines, outside storage of recreational items, parking, use of garages, signage, commercial uses, and other activities as determined by them. In order to enforce the covenants as well as adopted Rules and Regulations, without having to resort to the court process, the Board of Directors may enact a fine schedule to be imposed for violations of the Covenants or Rules and Regulations. Any such fine schedule shall provide "due process" for the offending owner to be heard before the Board of Directors.

IN WITNESS WHEREOF, the undersigned, Declarant has duly executed this Declaration this _____ day of _____, 2021.

Sugarfoot Farms, Investors, LLC, a
Wyoming limited liability company:

F.S.D. Investments LLC a
a Wyoming limited liability company:

Frank Forelle, Manager

Charlie Schwartz, Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by Frank Forelle, as Manager of Sugarfoot Farms, Investors, LLC,

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 this _____ day
of _____, 2020 by Charlie Schwartz, as Manager of F.S.D.
Investments LLC,

Witness my hand and official seal.

Notary Public
My Commission Expires: _____

WHEN RECORDED MAIL TO:

Matthew E. Turner
Geitmann Larson Swift LLP
P.O. Box 4099
Jackson, Wyoming 83001

Wyoming Title & Escrow - Jackson
211 E Broadway
Jackson, Wyoming 83001

SEND TAX NOTICES TO:

Sugarfoot Farm Investors LLC
P.O. Box 689
Wilson, WY 83014

GRANTOR: FSD INVESTMENTS LLC
GRANTEE: SUGARFOOT FARM INVESTORS LLC
Doc 0990134 Filed At 11:29 ON 05/15/20
Sherry L. Daigle Teton County Clerk fees: 48.00
By Corrina Dorman Deputy Clerk

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall secure a principal amount of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), plus interest thereon and late fees, collection costs and finance charges as applicable.

THIS MORTGAGE, dated this 14th day of May, 2020, is made and executed by F.S.D. Investments, LLC, a Wyoming limited liability company, whose address is P.O. Box 9879, Jackson, Wyoming 83002 ("Grantor") in favor of Sugarfoot Farm Investors LLC, whose address is P.O. Box 689, Wilson, Wyoming 83014 ("Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, hypothecates, and conveys, with power of sale, to Lender all of Grantor's right, title, and interest in and to the real property located in Teton County, Wyoming, and more fully described as:

Lot 1 of the Westview Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on April 7, 2020, as Plat No. 1411

PIDN: TMP005754

together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, entitlements, royalties, and profits relating to said real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "*Real Property*").

This Mortgage secures the Indebtedness, including all amounts due and owing under the Note, together with all Lender Expenditures, collectable costs and expenses as set forth in this Mortgage. Upon payment in full and complete performance of the Note, Lender shall record a complete release of this Mortgage in the filing and recording offices in which it was originally filed or recorded.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE PAYMENT AND PERFORMANCE OF THE NOTE AND THIS MORTGAGE.

THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Grantor's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; and (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all obligations secured by this Mortgage as and when they become due, and Grantor shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, as defined in the Note, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance with Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the

same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements reasonably satisfactory to Lender, which consent shall not be unreasonably withheld, delayed or denied to replace such Improvements with improvements of at least equal value.

Entitlements. Grantor shall not transfer, sell, convey, release or allow to lapse any entitlements associated with the Real Property.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times, upon prior written notice (not to be provided less than two (2) business days in advance) to Grantor and subject to reasonable conditions imposed by Grantor, to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all applicable laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act, the violation of which would give rise to any material adverse impact on (a) Grantor's business, (b) Grantor's financial condition, (c) Grantor's ability to perform, taken as a whole, under the Note or this Mortgage, or (d) the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole, reasonable opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Notice to Lender. Grantor shall promptly provide Lender with written notice of any notice to foreclose or other actions that may impair or impact Lender's security interest in or to any portion of the Real Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest, lease-option contract or mortgage; or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property; or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Wyoming law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay or cause to be paid when due and payable (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due and payable all claims for work done on or for services rendered or material furnished to the Property on behalf of Grantor. Grantor shall maintain the Property free of any liens except for the lien of taxes, assessments and claims not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within thirty (30) days after the lien arises or, if a lien is filed, within thirty (30) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security reasonably satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender, at Grantor's sole cost, and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon written demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any construction work is commenced, any construction or construction-related services are furnished, or any construction materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon written request of Lender furnish to Lender advance assurances reasonably satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of earthquake and fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all the Property, including Improvements on the Real Property, in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender as loss payee. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may reasonably request, consistent with normal and customary commercial lending practices for similar properties and uses within the geographical area of the Property, with Lender being named as additional insured in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may reasonably require consistent with normal and customary commercial lending practices for similar properties and uses within the geographical area of the Property. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any

disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise reasonably required by Lender consistent with normal and customary commercial lending practices for similar properties and uses within the geographical area of the Property, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any material loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the obligations under the Note, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner reasonably satisfactory to Lender consistent with the condition thereof now existing. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if an Event of Default has not occurred and is continuing beyond applicable grace and cure periods, all in accordance with Lender's normal and customary real estate construction lending practices. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage and the Note, then to pay accrued interest. If Lender holds any proceeds after payment in full of the obligations under the Note, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than twice a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy.

LENDER'S EXPENDITURES. If any action or proceeding is commenced materially and adversely affecting Lender's interest in the Property or if there occurs an Event of Default hereunder or under the Note, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or the Note, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender reasonably deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, cumbrances and other claims, at any time levied or placed on the Property and paying all reasonable costs for insuring, maintaining and preserving the Property. All such expenditures reasonably incurred or paid by Lender for such purposes as provided herein or pursuant to the Note will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the obligations under the Note and, at Lender's option, will be payable upon written demand if an Event of Default has occurred. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon an Event of Default.

WARRANTY: DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Real Property in fee simple, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may reasonably request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies in all material respects with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as the Obligations shall be satisfied in full, unless otherwise stated herein.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be reasonably requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the amounts due under the Note or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable out-of-pocket costs, expenses, and reasonable out-of-pocket attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender in writing, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is reasonably requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all reasonable out-of-pocket expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the obligations secured by this Mortgage; (2) a specific tax on the Grantor which Grantor is authorized or required to deduct from payments on the obligations secured by this Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the obligations secured by this Mortgage or on payments of principal and interest made by Grantor. Nothing herein, however, shall apply to any tax on the income or profit of Lender.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, Lender may exercise any or all of its available remedies for an Event of Default unless Grantor, following written notice to Grantor of the existence of same, the amount thereof and the date such amount is due and payable, either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security reasonably satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon written request by Lender, Grantor shall take whatever action is reasonably requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all reasonable out-of-pocket expenses incurred in perfecting or continuing this security interest. Upon an Event of Default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon an Event of Default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within ten (10) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated in the Loan Agreement.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon written request by Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender in writing, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem reasonably appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole reasonable opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note or this Mortgage and (2) the liens and security interests created by this Mortgage as first priority liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all reasonable out-of-pocket costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney in Fact. If Grantor fails to do any of the things referred to in the preceding paragraph within a reasonable period of time from the date of Lender's written request, Lender may do so for and in the name of Grantor and at Grantor's reasonable expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole reasonable opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the obligations under the Note when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall promptly execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time necessary for filing such releases, discharges and terminations.

RIGHTS AND REMEDIES UPON AN EVENT OF DEFAULT. Upon the occurrence of an Event of Default under the Note (as defined in the Note) and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by any of the Notes, or the law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire amount the Note immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property, including during the pendency of foreclosure and during any applicable period of redemption to the extent permitted by law, whether judicial or non-judicial, and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's reasonable out-of-pocket costs, against the Obligations. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Obligations. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the amount owing under the Note by a substantial amount.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. Lender may foreclose Grantor's interest in all or in any part of the Property by non-judicial sale, and specifically by "power of sale" or "advertisement and sale" foreclosure as provided by statute.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining under the Note due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon an Event of Default, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the written demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage, any of the Notes, or otherwise available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Any Personal Property stored on the Real Property shall be deemed to be owned by Lender upon an Event of Default and Lender shall have the right to dispose of the Personal Property in any manner Lender chooses and Lender shall be entitled to all proceeds from the sale of said Personal Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after an Event of Default, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, surety, guarantor, or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover reasonable attorneys' fees incurred by Lender at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights hereunder shall be deemed Lender Expenditures and become a part of the obligations payable under the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable out-of-pocket attorneys' fees and Lender's reasonable legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the reasonable cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice, demand or request required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown above, with a copy to Matthew E. Turner, Geittmann Larson Swift LLP, P.O. Box 4099, Jackson, Wyoming 83001. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with the Note, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the State of Wyoming. This Mortgage has been accepted by Lender in the State of Wyoming.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Teton County, State of Wyoming.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender, except as otherwise expressly provided herein.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the obligations of the Note by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Note.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Wyoming as to all obligations secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code.

Borrower. The word "Borrower" means F.S.D. Investments, LLC, a Wyoming limited liability company, whose address is P.O. Box 9879, Jackson, Wyoming 83002.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. "Event of Default" shall have that meaning as defined in the Note.

Grantor. The word "Grantor" means F.S.D. Investments, LLC, a Wyoming limited liability company, whose address is P.O. Box 9879, Jackson, Wyoming 83002.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Sugarfoot Farm Investors LLC, whose address is P.O. Box 689, Wilson, Wyoming 83014, together with Lender's heirs, successors, and assigns.

Lender Expenditures. The words "Lender Expenditures" shall have the meaning provided in this Mortgage. "Collection Costs" as defined in the Note shall be considered Lender Expenditures.

Mortgage. The word "Mortgage" means this Mortgage given by Grantor to Lender.

Note or Promissory Note. "Note" or "Promissory Note" shall mean that Promissory Note dated May 14, 2020, made by Borrower and payable to Lender, in the original principal amount of \$150,000.00, together with all renewals, extensions, modifications and refinancing thereof.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor and used in connection with the Real Property or that otherwise stored on the Real Property, whether or not now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property

GRANTOR:

**F.S.D. Investments, LLC,
a Wyoming limited liability company**

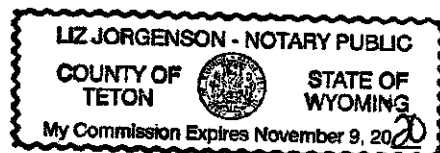
By: 
Eric Grove, Executive Committee/Member


STATE OF Wyoming)
COUNTY OF Teton)^{ss}

On this 14 day of May, 2020, the foregoing was acknowledged before me by Eric Grove who is personally known to me or who has established his identity before me by reasonable proof, in his/her capacity as Executive Committee/Member of F.S.D. Investments, LLC, a Wyoming limited liability company, and acknowledged that he executed the same as his/her free act and deed.

Notary

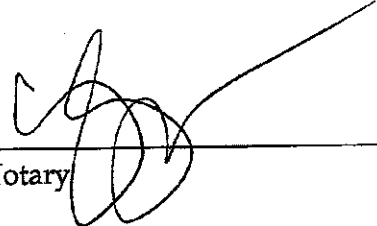
My commission expires:



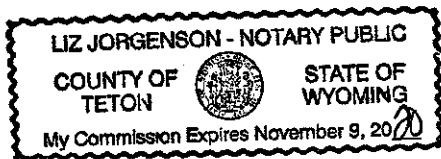
By: 
Charlie Schwartz, Executive Committee Member

STATE OF Wyoming)
COUNTY OF Teton) ss

On this 14 day of May, 2020, the foregoing was acknowledged before me by Charlie Schwartz who is personally known to me or who has established his identity before me by reasonable proof, in his/her capacity as Executive Committee/Member of F.S.D. Investments, LLC, a Wyoming limited liability company, and acknowledged that he executed the same as his free act and deed.


Notary

My commission expires:



Rocky Mountain Bank
PO BOX 938
JACKSON, Wyoming 83001-0938

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

Andrea Burchard (307)739-9000

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Rocky Mountain Bank
P.O. Box 938
Jackson, WY 83001

GRANTOR: BATCH PLANT PARTNERS LLC
GRANTEE: ROCKY MOUNTAIN BANK
Doc 0997104 Filed At 15:23 ON 08/24/20
Maureen Murphy Teton County Clerk fees: 15.00
By Vicki Carpenter Deputy Clerk

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

Batch Plant Partners LLC

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

PO Box 689

CITY

Wilson

STATE

WY

POSTAL CODE

83014

COUNTRY

USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

Rocky Mountain Bank

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

890 W. Broadway, P.O. Box 938

CITY

Jackson

STATE

WY

POSTAL CODE

83001

COUNTRY

USA

4. COLLATERAL: This financing statement covers the following collateral:

All building plans, specs, drawings, permits and all items, including but not limited to, building materials, building supplies and fixtures, used or to be used in the construction of improvement on property legally described on attached.; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer

☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

52502922

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

Batch Plant Partners LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:
LOT 1 OF THE WESTVIEW ADDITION TO THE TOWN OF JACKSON, TETON COUNTY, WYOMING ACCORDING TO THAT PLAT RECORDED IN THE OFFICE OF THE TETON COUNTY CLERK ON APRIL 7, 2020 AS PLAT NO. 1411.

PIDN 22-41-16-32-1-AB-001.

17. MISCELLANEOUS:

Rocky Mountain Bank/Jackson Hole Title
PO BOX 938
Jackson, Wyoming 83001

GRANTOR: BATCH PLANT PARTNERS LLC
GRANTEE: ROCKY MOUNTAIN BANK
Doc 0997089 Filed At 14:53 ON 08/24/20
Maureen Murphy Teton County Clerk fees: 36.00
By Vicki Carpenter Deputy Clerk

FOR RECORDER'S USE ONLY

CONSTRUCTION MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$2,284,673.00.

THIS MORTGAGE dated August 21, 2020, is made and executed between Batch Plant Partners LLC, a Wyoming limited liability company (referred to below as "Grantor") and Rocky Mountain Bank, whose address is 890 W. Broadway, P.O. Box 938, Jackson, WY 83001 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Teton County, State of Wyoming:

LOT 1 OF THE WESTVIEW ADDITION TO THE TOWN OF JACKSON, TETON COUNTY, WYOMING ACCORDING TO THAT PLAT RECORDED IN THE OFFICE OF THE TETON COUNTY CLERK ON APRIL 7, 2020 AS PLAT NO. 1411.

PIDN 22-41-16-32-1-AB-001

The Real Property or its address is commonly known as Lot 1 Westview Addition, Jackson, WY 83001. The Real Property tax identification number is OJ-005265.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF BORROWER'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN BORROWER AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

CONSTRUCTION MORTGAGE. This Mortgage is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Wyoming.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and

maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

CONSTRUCTION LOAN. If some or all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction of any Improvements on the Property, the Improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Mortgage shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Wyoming law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power,

and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property, including during the pendency of foreclosure, whether judicial or non-judicial, and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from

the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. Lender may foreclose Grantor's interest in all or in any part of the Property by non-judicial sale, and specifically by "power of sale" or "advertisement and sale" foreclosure as provided by statute.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

ASSOCIATION OF UNIT OWNERS. The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in Lender's discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after Grantor's default; however, Lender may decline to exercise this power as Lender sees fit.

Insurance. The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

Default. Grantor's failure to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder, shall be an event of default under this Mortgage. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure by Grantor to perform any of the obligations imposed on Grantor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Grantor as a member of an association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Mortgage.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the

parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wyoming without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Wyoming.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Teton County, State of Wyoming.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Wyoming as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Batch Plant Partners LLC, a Wyoming limited liability company; and Frank C. Forelle and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Batch Plant Partners LLC, a Wyoming limited liability company.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment.

when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Rocky Mountain Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated August 21, 2020, in the original principal amount of **\$2,284,673.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

BATCH PLANT PARTNERS LLC, A WYOMING LIMITED LIABILITY COMPANY

SUGARFOOT FARM INVESTORS LLC, A WYOMING LIMITED LIABILITY COMPANY, Manager
of Batch Plant Partners LLC, a Wyoming limited liability company

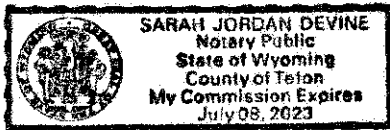
By: 
Frank C. Forelle, Manager of Sugarfoot Farm Investors LLC, a Wyoming limited liability company

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Wyoming

County of Teton

This instrument was acknowledged before me on Aug. 21, 2020 (date) by Frank C. Forelle, Manager of Sugarfoot Farm Investors LLC, a Wyoming limited liability company, Manager of Batch Plant Partners LLC, a Wyoming limited liability company.



[Signature]
(Notarial Signature)

My commission expires: 07-08-2023

11/20/2019 10:40:25 AM J:\Projects\2020\Batch Plant Townhome\Batch Plant Townhome - Certificate.dwg Batch Plant Townhome - Certificate.dwg

CERTIFICATE OF OWNER

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

The undersigned, acting for and on behalf of Batch Plant Partners, LLC, a Wyoming limited liability company, owner and proprietor of the lands of this plat, Lot 1 of the Westview Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1411, hereby certify that the foregoing subdivision is with their free consent and in accordance with their desires;

that the name of this subdivision shall be BATCH PLANT TOWNHOME ADDITION TO THE TOWN OF JACKSON, which is a townhouse subdivision identical with Lot 1 of said Westview Addition to the Town of Jackson;

that said Lot 1 of the Westview Addition to the Town of Jackson is hereby vacated in accordance with Section 34–12–106 through Section 34–12–110, Wyoming Statutes and that in accordance with said Section 34–12–110, said Clerk is respectfully requested to write "VACATED" across said Lot 1 on Plat No. 1411;

that the Common Area, being that portion of the subdivision shown hereon as Lot 5 and not otherwise identified as Limited Common Area (LCA) is hereby dedicated to the use and enjoyment of the owners of all units within this subdivision;

that the foregoing subdivision is subject to the following planning approvals: Sketch Plan (P15–096), Hillside Conditional Use Permit (P16–001), Planned Unit Development (P16–017), Development Plan (P16–085), & Housing Mitigation Plan (P21–018);

that the foregoing subdivision is in accordance with, and subject to the terms and conditions of that Development Agreement of record in book 943 of Photo, Pages 474–484, secondarily identified as Document 0925305 in the office of County Clerk of Teton County.

that the foregoing subdivision is in accordance with, and subject to the terms and conditions of that 'Declaration of Covenants, Conditions and Restrictions for The Batch Plant Townhome Addition to the Town of Jackson, Wyoming' to be recorded in said office of County Clerk at the time of recordation of this plat;

that the ownership of a townhouse unit shall consist of ownership of a fee simple estate of an individual Lot as shown on this plat together with an undivided interest in the common area (CA) as defined in said 'Declaration of Covenants, Conditions and Restrictions' to be recorded in said Office on the same date as this plat;

that access to sewer and water facilities, including pipelines, manholes, meters, and valves is hereby granted to the Town of Jackson;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to grant unto other parties non-exclusive easements for any purpose the undersigned deems necessary in, under, and across the foregoing subdivision and easements shown on this plat, as may be amended by the terms of the third party instruments that created such easements, provided that such future grants shall not cause unreasonable interference with the rights granted by this plat;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, and is hereby granted the right to ingress and egress over, upon, and across the foregoing subdivision, and the right to perform all construction activities necessary in, under, over, upon, and across the foregoing subdivision, including, but not limited to, grading, installation of infrastructure, landscaping, utilities and roadways and to store materials thereon and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

that the foregoing subdivision is SUBJECT TO or BENEFITS from the following of record in said Office:

(from Wyoming Title & Escrow Title Insurance Company recorded Ownership and Encumbrance Report No. W–24957)

an easement upon the terms, conditions and provisions for right-of-way and purposes incidental thereto as granted to the State of Wyoming in a document recorded September 5, 1946, in Book 6 of Mixed Records, pages 48–50.

all matters as delineated on the Official Map of Survey – Property of Jack Corbin, on file and of record with said Teton County clerk as Map T–38A.

the terms, conditions and provisions as contained in the Agreement entitled 'Spring Creek Improvement and Service District', by and between Spring Creek Improvement and Service District and Jackson Hole Choice Meats, Inc., dated May 27, 1998, recorded June 10, 1998, as Book 356, page 161, Official Records.

an easement over said land for electric distribution circuits and incidental purposes as granted to Lower Valley Power and Light, Inc., recorded December 14, 1998 in Book 367, page 432 in said Office of Teton County Clerk;

all matters as delineated on the official map of survey prepared for JLC Development, LLC, on file and of record with said Teton County clerk, as Map T–30F

the terms, conditions and provisions as contained in the Agreement entitled "Development Agreement" by and between F.S.D. Investments, LLC, a Wyoming limited liability company and Town of Jackson, dated March 20, 2017, recorded April 13, 2017, as Book 943, page 474, Official Records

an Assignment by and between F.S.D. Investments, LLC, a Wyoming limited liability company and Westview Partners, LLC, a Wyoming limited liability company, recorded June 25, 2019, as Document 0972279 in said Office of Teton County Clerk;

the First Amendment to the Development Agreement, recorded June 25, 2019, as Document 0972280, in said Office of Teton County Clerk;

an easement upon the terms, conditions and provisions contained therein for utilities and all rights incidental thereto as granted to Waybread, LLC in that document recorded June 25, 2019, as Document 0972281 in said Office of Teton County Clerk;

an easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded November 18, 2019, as Document 0981516, Official Records

all matters as delineated on the Official Plat of Westview Addition to the Town of Jackson, on file of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1411

declaration of covenants, conditions and restrictions, for Westview PUD recorded April 10, 2020, as Document 0988615, in said Office of Teton County Clerk.

terms and conditions of that pedestrian easement, recorded May 4, 2020, as Document 0989528, in said Office of Teton County Clerk;

utility & pedestrian easement, including the terms and conditions contained therein, recorded as Document 0989529 in said Office of Teton County Clerk;

the undersigned hereby reserve the right to create further easements for utility purposes within the subdivision;

that access to the foregoing subdivision is from Wyoming Highway 22, via Batch Plant Road (County Road 22–14) as shown hereon;

that this subdivision is subject to all easements, rights-of-way, reservations, agreements, restrictions and conditions of sight and of record, including, but not limited to, those shown hereon;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to the subdivision;

that all rights under and by virtue of the homestead exemption laws of this State are hereby released and waived;

Batch Plant Partners, LLC, a Wyoming limited liability company

Signature by separate affidavit recorded concurrently with this plat.

CERTIFICATE OF MORTGAGEE

CONSENT OF MORTGAGEE, SUGARFOOT FARM INVESTORS, LLC, BY SEPARATE AFFIDAVIT RECORDED CONCURRENTLY WITH THIS PLAT.

CONSENT OF MORTGAGEE, ROCK MOUNTAIN BANK, BY SEPARATE AFFIDAVIT RECORDED CONCURRENTLY WITH THIS PLAT.

CERTIFICATE OF ENGINEER

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

I, Aaron F. Japel, a Wyoming Professional Engineer of Jackson, Wyoming hereby certify: that the water distribution systems and sewage collection systems designed to serve the foregoing subdivision are connected to the Town of Jackson water and sewer systems, and that the water and sewer systems and the private storm water collection system meet all applicable Federal, State and Town of Jackson requirements and standards; that said systems will be adequate and safe, providing that said systems have been constructed as designed, and operated and maintained correctly;

Aaron F. Japel
Wyoming Professional Engineer No. 10240

The foregoing instrument was acknowledged before me by Aaron F. Japel this __ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

Pursuant to Section 15–1–415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, the BATCH PLANT TOWNHOME ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the ____ day of _____, 2021;

ATTEST: TOWN OF JACKSON

Lynsey Lenamond, Clerk Hailey Marton–Levinson, Mayor

Brian T. Lenz, Engineer Paul Anthony, Planning Director

The foregoing instrument was acknowledged before me by Hailey Marton–Levinson, Mayor, this __ day of _____.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Lynsey Lenamond, Clerk, this __ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this __ day of _____.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Paul Anthony, Planning director, this __ day of _____.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

I, Matthew P. Gotham, a Wyoming Professional Land Surveyor, do hereby certify:

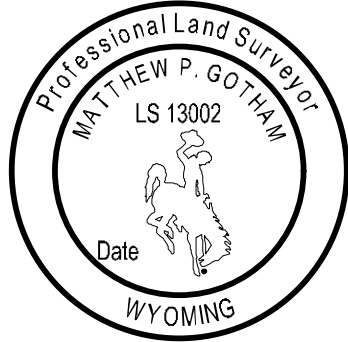
that the lands of this subdivision are identical with Lot 1, Westview Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1411;

that by the authority of the owner of said Lot 1, Westview Addition to the Town of Jackson, said Lot 1, as shown on this plat is hereby vacated and reconfigured as BATCH PLANT TOWNHOME ADDITION TO THE TOWN OF JACKSON;

that to the best of my belief and knowledge, the dimensions of the land, buildings and Common Areas of the Batch Plant Townhome Addition To The Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, P.C. under my direction during April, 2021 and from structural plans prepared by Jorgensen Associates of Jackson, WY;

that the foregoing subdivision is SUBJECT TO easements, rights-of-way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of sight and/or record, including, but not limited to, those specifically cited in the Certificate of Owner on this plat;

that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under permits for wells associated with the Town of Jackson water supply system, located on other properties; those ground water rights will be retained.



Matthew P. Gotham
Wyoming Professional Land Surveyor No. 13002

The foregoing instrument was acknowledged before me by Matthew P. Gotham this __ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:

NOTES

THIS SUBDIVISION IS CONNECTED TO THE TOWN OF JACKSON WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION AND TREATMENT SYSTEMS AS DEFINED IN THE DEVELOPMENT AGREEMENT CITED IN THE CERTIFICATE OF OWNER.

THE UNITS OF THE FOREGOING SUBDIVISION ARE PROTECTED BY AN APPROVED INTERIOR FIRE SPRINKLER SYSTEM.

UNDER CURRENT TOWN OF JACKSON REGULATIONS, AND THE APPROVED FINAL DEVELOPMENT AGREEMENT, NO FURTHER SUBDIVISION OF THE LANDS OR UNITS OF THIS SUBDIVISION IS ALLOWED.

THE FOLLOWING STATEMENT IS INCLUDED ON THIS PLAT IN ACCORDANCE WITH WYOMING STATUTE: "THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE."

NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION, WATER DISTRIBUTION, OR STORMWATER COLLECTION & TREATMENT SYSTEMS

NO PUBLIC MAINTENANCE OF PARKING, ROADS OR DRIVES

NO PUBLIC MAINTENANCE OF SIDEWALKS AND RAMPS

NO FAULT LINE EXISTS ON THE SUBJECT PROPERTY

WATER RIGHTS NOTES

GROUND WATER
GROUND WATER RIGHTS FOR MUNICIPAL WATER SUPPLY ARE APPURTENANT TO THE LANDS OF THIS SUBDIVISION UNDER WELLS OWNED BY THE TOWN OF JACKSON; THE WELLS ARE LOCATED ON OTHER PROPERTIES; THOSE GROUND WATER RIGHTS WILL BE RETAINED.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF A STREAM OR RIVER.

SELLER DOES NOT WARRANT TO PURCHASER THAT THE PURCHASER SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THE PROPOSED SUBDIVISION.

APPLICANT & OWNER: SURVEYOR & ENGINEER:

Batch Plant Partners, LLC
PO Box 689
Wilson, WY 83014–0689
Jorgensen Associates, P.C.
1315 Highway 89 S., Ste. 201
P.O. Box 9550
Jackson, Wyoming 83002
307–733–5150

UNIT SUMMARY

TOTAL NO. OF LOTS: 5
NO. OF RESIDENTIAL UNITS: 4

SHEET INDEX

SHEET	TITLE
1	CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES
2	OVERVIEW, NOTES, & VICINITY MAP

FINAL PLAT
BATCH PLANT TOWNHOME
ADDITION TO THE TOWN OF JACKSON
A TOWNHOUSE SUBDIVISION
BEING IDENTICAL WITH
LOT 1, WESTVIEW ADDITION TO THE TOWN OF JACKSON
PLAT 1141

LOCATED IN THE
SW1/4 of NE1/4 Section 32
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

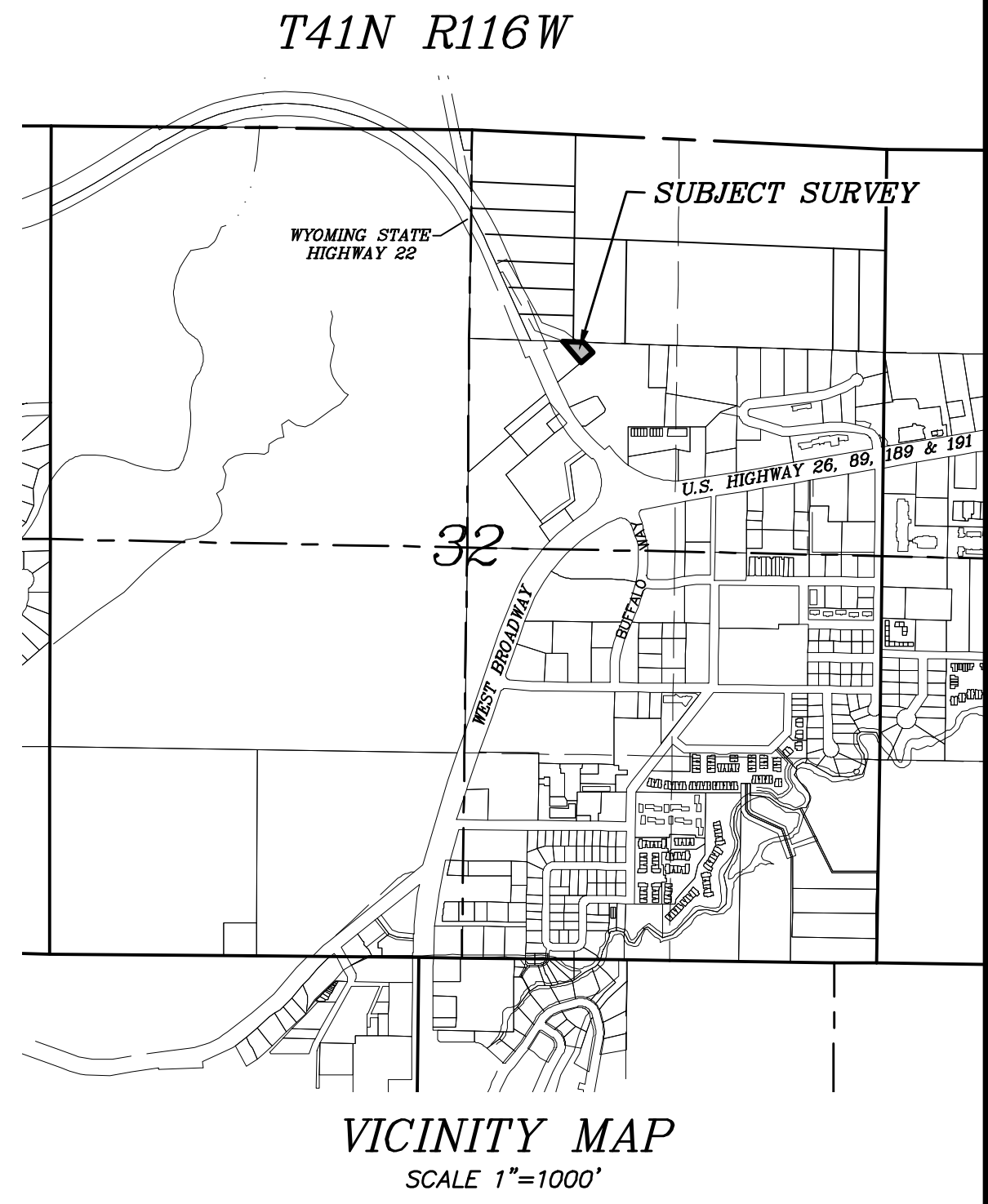
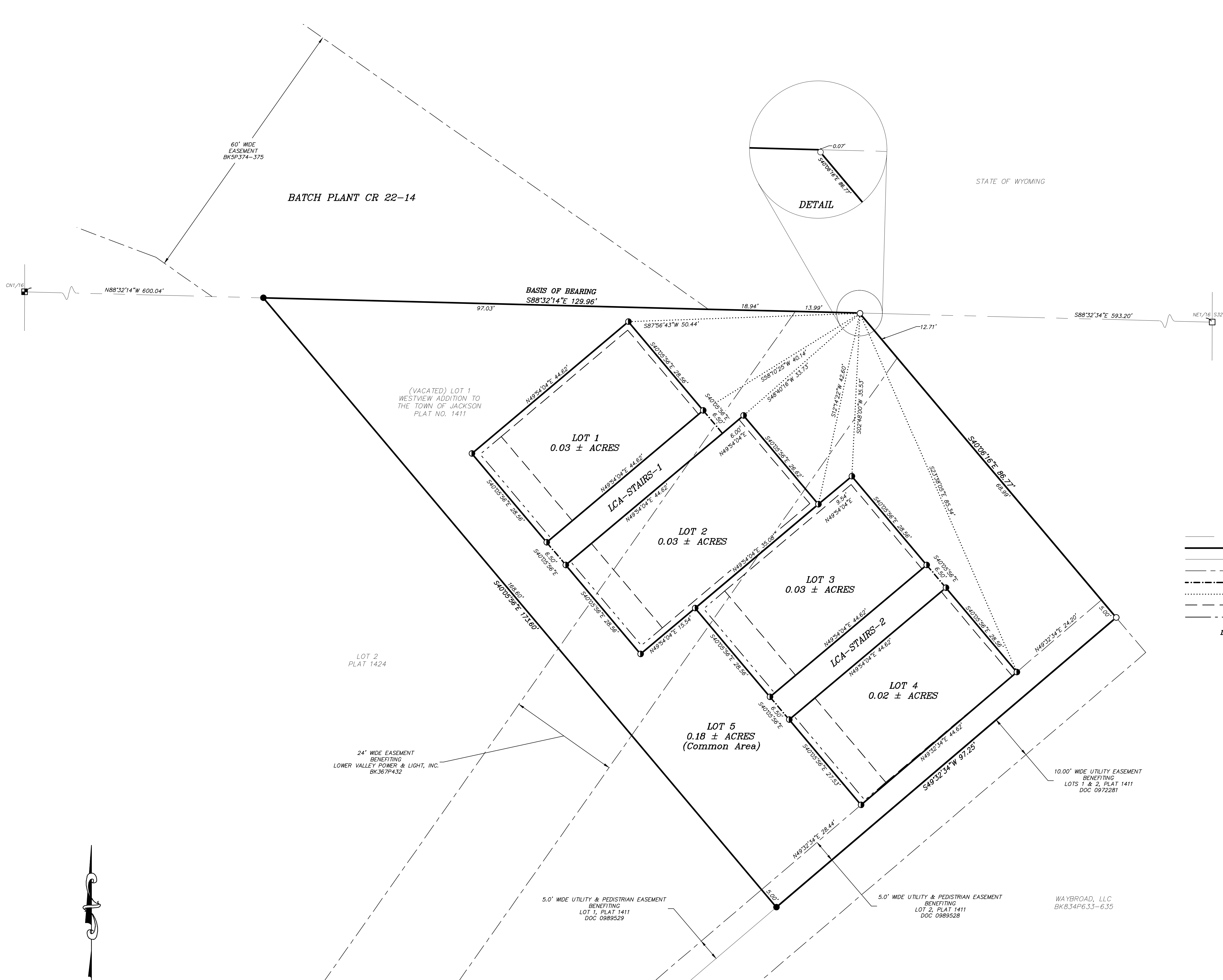
SHEET 1 OF 2
CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES

PREPARED BY: RF LAST REVISED: 06/11/2021 PROJECT NUMBER: 09040.2020.10
MAP PREPARED: 04/21/2021



Prepared by Jorgensen & Son, Inc. on June 11, 2021, at 10:22 am

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LEGEND

- 2-1/2" Ø iron pipe with 3" Ø brass cap inscribed "U.S. CADASTRAL SURVEY BUREAU OF LAND MANAGEMENT 1956" with other appropriate markings; RM indicates reference monument
- 1" Ø iron pipe with 2-1/2" Ø brass cap inscribed "U.S. GENERAL LAND OFFICE SURVEY 1956" with other appropriate markings
- 5/8" Ø steel reinforcing bar with 2" Ø aluminum cap inscribed "PLS 566"
- 5/8" Ø steel reinforcing bar with 1-1/2" Ø aluminum cap inscribed "PLS 4270"
- reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES P.C. PLS 8469" set per plat no. 1411
- 5/8" Ø steel reinforcing bar with 1-1/2" Ø aluminum cap inscribed "PLS 13002" set this survey
- sectional subdivision line
- boundary, this subdivision
- boundary, adjoining property
- boundary, easement, as noted
- boundary, limited common element
- ties to lot boundary
- exterior face of building at ground level
- extents of upper floor deck
- LCA-STAIRS

FINAL PLAT
BATCH PLANT TOWNHOME
ADDITION TO THE TOWN OF JACKSON
A TOWNHOUSE SUBDIVISION
BEING IDENTICAL WITH
LOT 1, WESTVIEW ADDITION TO THE TOWN OF JACKSON
PLAT 1411

LOCATED IN THE
SW1/4 of NE1/4 Section 32
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 2 OF 2
LOT OVERVIEW & VICINITY MAP

