



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

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

Joint Town/County

- Parks and Recreation
- Pathways
- Housing Department

Teton County

- Planning Division

- Engineer
- Surveyor
- Assessor
- Clerk and Recorder
- Road and Levee

State of Wyoming

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

Federal Agencies

- Army Corp of Engineers

Utility Providers

- Qwest
- Lower Valley Energy
- Bresnan Communications

Special Districts

- START
- Jackson Hole Fire/EMS
- Irrigation Company

Date: June 15, 2021	REQUESTS:
Item #: P21-150	
Planner: Katelyn Page	The applicant is submitting a Final Plat for the property located at 1085 W. Highway 22, Legally known as LOT 9, METRO PLATEAU ADDITION, PIDN: 22-41-16-32-1-14-009
Phone: 733-0440 ext. 1302	For questions, please call Katelyn Page at 733-0440, x1302 or email to the address shown below. Thank you.
Fax: 734-3563	
Email: kpage@jacksonwy.gov	
Owner: Kojak, LLC PO Box 4356 Jackson, WY 83001	
Applicant: Nelson Engineering PO Box 1599 Jackson, WY 83001	
Please respond by: June 28, 2021 (Sufficiency) July 5, 2021 (with Comments)	

Owner:

Kojak, LLC
PO Box 4356
Jackson, WY 83001

Applicant:

Nelson Engineering
PO Box 1599
Jackson, WY 83001

The applicant is submitting a Final Plat for the property located at 1085 W. Highway 22, Legally known as LOT 9, METRO PLATEAU ADDITION, PIDN: 22-41-16-32-1-14-009

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

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



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application #s _____

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

PROJECT.

Name/Description: _____

Physical Address: _____

Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

APPLICANT/AGENT.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

DESIGNATED PRIMARY CONTACT.

_____ Property Owner _____ Applicant/Agent

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

Use Permit

Basic Use

Conditional Use

Special Use

Relief from the LDRs

Administrative Adjustment

Variance

Beneficial Use Determination

Appeal of an Admin. Decision

Physical Development

Sketch Plan

Development Plan

Design Review

Subdivision/Development Option

Subdivision Plat

Boundary Adjustment (replat)

Boundary Adjustment (no plat)

Development Option Plan

Interpretations

Formal Interpretation

Zoning Compliance Verification

Amendments to the LDRs

LDR Text Amendment

Map Amendment

Miscellaneous

Other: _____

Environmental Analysis

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

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

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

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

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

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

 _____ Signature of Property Owner or Authorized Applicant/Agent _____ Date _____

Name Printed _____ Title _____

NELSON ENGINEERING since 1964

Professional Engineers & Land Surveyors

JACKSON, WY • BUFFALO, WY •

WWW.NELSONENGINEERING.NET

SK/20-391-02

June 15, 2021

Town of Jackson
Planning Dept.
P.O. Box 1687
Jackson, Wyoming 83001

RE: Final Plat Application Submittal, Metro Plateau Third Addition to the Town of Jackson.

We are submitting for Final Plat Application a subdivision of Lot 9 of Metro Plateau Addition to the Town of Jackson into Condominiums units. A brief history of this development is that Lot 9, which is Building "C" of that amended Final Development Plan that was approved by the Town Council on September 7, 2011. That FDP allowed Building "C" to the official Live/Work category. The Live/Work category is exempt from Affordable/Employee Housing.

Included in this submittal for Final Plat:

- a signed application form
- fee of \$1,202 paid over the phone
- Title Report
- the most recent Deed
- Proof of Publication for Notice of Intent to Subdivide
- A copy of the Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions
- Letter of Authorization
- Articles of Organization

I believe this address all the requirements for Final Plat Application. Please call me if you have any questions or concerns.

Sincerely,



Sue Karichner

Encl.

• Public Notices •

2021.

F. Wyoming Water and Wastewater Mutual Aid and Assistance Agreement. To approve the Wyoming Water and Wastewater Mutual Aid and Assistance Agreement and further authorize the Mayor to sign the approved Agreement.

G. Bid 21-02 Award of Purchase for Pickup Truck for Water Division. To approve the procurement of Bid #21-02 for the purchase of a new $\frac{3}{4}$ service truck for the Water Division within Public Works and award the bid to Teton Motors of Jackson, Wyoming, in the amount of \$46,778.00.

H. Bid 21-03 Award of Contract for Well 9 Exploration. To approve award of the contract for the Town of Jackson Well 9 Exploration to Cahoy Pump Service of Cheyenne, Wyoming in the amount of \$233,123.00, and amend the FY21 budget by allocating an additional \$207,000.00 from the Water Enterprise Fund balance to this project, and authorize the Mayor to execute all necessary agreements.

I. Malt Beverage Permit Application Jackson Hole Rodeo. To approve the issuance of a malt beverage permit to the Jackson Hole Rodeo for the dates requested during the summer 2021 rodeo season, including the Shriner's Rodeo dates, from 6:00 pm to 10:15 pm, subject to the conditions and restrictions listed in the staff report. The vote showed 5-0 in favor and the motion carried.

Public Hearing for Proposed Annexations of One Parcel and Portions of Three Roadways. Lynsey Lenamond, Floren Poliseo and Lea Colasuonno made staff comment. Council held discussion with staff. The Mayor opened public comment. No public comment was given. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to continue the public hearing to the June 7 regular Town Council meeting at 6pm. A vote showed 5-0 in favor and the motion carried. Item B19-0393 Construction Management Plan at 135 N. Cache for Hotel Jackson. Arne Jorgensen recused himself. Floren Poliseo and Brian Lenz made staff comment. Nate Rectanus, Tom Mangelsen, Shaun Seligman, Dan Harrison, Tiffany Talbot, Kurt Harland, Ed Bruno, David Brookover, Annette Seligman and Sadek Darwiche made public comment. Council held discussion with staff. A motion was made by Jonathan Schechter and seconded by Mayor Hailey Morton Levinson to direct staff to approve the CMP for Hotel Jackson Phase 2 as presented, subject to the attached conditions of approval, and subject to any future modification as may be required by the Town. The vote showed 4-0 in favor and the motion carried. Council recessed at 7:41 pm and readjourned at 7:46 pm. Resolution 21-18: A Resolution Banning Commercial Air Tours in GTNP. Lynsey Lenamond and Lea Colasuonno made staff comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve Resolution 21-18 Banning Commercial Air Tours in GTNP and editing the title of the Resolution to reflect commercial air tours.

RESOLUTION 21-18

A Resolution Banning Commercial Air Tours in Grand Teton National Park

WHEREAS, Wind River Air, LLC scenic helicopter tours represents a commercial use that is incompatible with Grand Teton National Park and other surrounding public lands; and WHEREAS, the mission of Grand Teton National Park (GTNP) is to preserve unimpaired the natural and cultural resources and values of the National Park System and specifically the resources and values within the boundary of Grand Teton National Park for the enjoyment, education and inspiration of this and future generations; and

WHEREAS, GTNP is the only national park in the country that has an airport, the Jackson Hole Airport (JHA), within its boundary; and

WHEREAS, the JHA operates under Federal Aviation Administration (FAA) rules and regulations regarding authorized operations and aeronautical activities; and

WHEREAS, those activities include aircraft arrivals and departures necessary for the transportation of people and cargo; and

WHEREAS, those activities also include daily flight operations that are for scenic purposes only and not for passenger transport; and

WHEREAS, multiple daily scenic tours originate from airports outside but on the borders of GTNP and Yellowstone National Park; and

WHEREAS, these flight operations from surrounding airports purport to be for transport but whose documented flight paths clearly indicate are for scenic purposes; and

WHEREAS, the JHA cannot further restrict flight paths because of the federal preemption provided by the Aviation Noise and Capacity Act of 1990; and

WHEREAS, GTNP offers guidance that aircraft should stay 2,000 feet or more above the landscape but that this is only guidance and not a legally enforceable restriction; and WHEREAS, scenic helicopter tours have created well-documented negative impacts over GTNP and adjacent public lands that include noise, wildlife disturbances, scenic intrusions in viewsheds, potential safety hazards, interference with Teton County Search and Rescue operations and diminished experiences for visitors of the park; and

WHEREAS, Congressional legislation directing the FAA to craft rules and guidance restricting flights for scenic purposes from operating out of Jackson Hole Airport is the most effective method to protect the mission and values of GTNP; and NOW, THEREFORE, having duly met at a regular meeting and considered the matter, the Town Council of the Town of Jackson, does hereby support a permanent ban of commercial helicopter tours over Grand Teton National Park and adjacent public lands in Teton County, Wyoming, and the Town of Jackson, and seeks Congressional relief through legislation.

PASSED AND APPROVED this 17th day of May 2021. Mayor Hailey Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried. Resolution 21-19: A Resolution Accepting FAA Grant Addendum Under Coronavirus Response & Relief Act. Lynsey Lenamond made staff comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Resolution 21-19 as presented.

RESOLUTION 21-19

A Resolution Accepting FAA Grant Addendum Under Coronavirus Response and Relief Act ACRGP Addendum No. 3-56-0014-066-2021

WHEREAS, the Jackson Hole Airport Board (the "Board") was organized as an airport board on January 17, 1968 pursuant to Wyoming Statute §10-5-202; is deemed a joint power board pursuant to Wyoming Statute §16-1-105; and is the owner and operator of a public use airport known as the Jackson Hole

Airport ("Airport"); and

WHEREAS, the Federal Aviation Administration ("FAA") has tendered an Addendum to Grant Agreement No. 3-56-0014-065-2021, in the form annexed hereto as Exhibit A (the "Addendum"), to provide relief from rent and minimum annual guarantee ("MAG") obligations to airport concessions at the Airport, in accordance with the Coronavirus Response and Relief Act (the "Act"), Public Law 116-260, Division M, in the additional amount of Ninety-Five Thousand One Hundred Three Dollars (\$95,103); and

WHEREAS, the FAA requires resolutions of approval from all airport sponsors, including the Town of Jackson, in order for the Airport to receive such a grant.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Jackson, Wyoming that it hereby provides approval for the Board to accept ACRGP Addendum No. 3-56-0014-066-2021 from FAA in the amount of \$95,103, to provide relief from rent and minimum annual guarantee ("MAG") obligations to airport concessions at the Airport.

This Resolution shall become effective upon adoption.

PASSED AND APPROVED this 17th day of May 2021.

Mayor Hailey Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried. Matters from Mayor and Council. Council discussed bike lanes and TC Public Health's efforts to initiate mobile vaccines. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to add Avant Delivery's request for a franchise agreement to an upcoming agenda for consideration. Lea Colasuonno made staff comment. Sam Schwartz made public comment. The vote showed 5-0 in favor and the motion carried. Council discussed the Rancher corridor project in relation to May Park. Larry Pardee made staff comment. Council discussed in-person meetings, the mask mandate, and mask usage. Lea Colasuonno made staff comment. Council discussed coordination between local fire response agencies. Town Manager's Report. A motion was made by Jonathan Schechter and seconded by Jim Rooks to accept the Town Manager's Report into the record. The Town Manager's Report contained information on the Willow and Broadway Cache Tube Replacement Project, Long-term Legislative Strategy, the Community Development Department name, the Town's Employee Housing Program shared with Driggs, ID, and mask requirements in Town facilities open to the public. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried. Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried. The meeting adjourned at 8:32 p.m. minutes:ll. Review complete and approved minutes at www.jacksonwy.gov/491.

Publish: 05/26/21

• CONTINUED PUBLICATIONS •

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

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 •

IN THE DISTRICT COURT OF THE STATE OF WYOMING IN AND FOR THE COUNTY OF TETON NINTH JUDICIAL DISTRICT

In Re. the Matter of the Estate of:

James Joseph Wright,
Deceased.

Probate No.:

NOTICE OF PROBATE

You are hereby notified that the Petition for Letters of Administration was filed with the above-named court for purposes of having Barbara Marie Wright, Angela Hope Wright, Katherine Wright Warden and Sarah J. Devine appointed as the Administrators of the estate of James Joseph Wright, deceased. Any action to contest the appointment of Barbara Marie Wright, Angela Hope Wright, Katherine Wright Warden and Sarah J. Devine as Administrators in the above captioned action must be filed with the above captioned court within fifteen (15) days from the filing of the Petition, or Barbara Marie Wright, Angela Hope Wright, Katherine Wright Warden and Sarah J. Devine shall be appointed as the administrators in accordance with WS § 2-4-209, as amended.

Notice is further given that all persons indebted to James Joseph Wright or to his estate are requested to make immediate payment to the undersigned in care of Geittmann Larson Swift LLP, PO Box 1226, Jackson, Wyoming 83001.

Creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers in the Office of the Clerk of Court on or before three (3) months after the date of the first publication of this notice; and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

DATED this May _____, 2021.

Katherine Spencer Zelazny
Geittmann Larson & Swift LLP
155 East Pearl Street, Suite 200
P.O. Box 1226
Jackson, Wyoming 83001
(307) 733-3923 – voice
(307) 734-3947 – facsimile

Publish: 05/26, 06/02, 06/09/21

• PUBLIC NOTICE •

PUBLIC NOTICE

Notice is hereby given that the TETON VILLAGE IMPROVEMENT AND SERVICE DISTRICT Board of Directors has proposed amendments and shall amend District's Rules and Regulations at its first meeting after July 13, 2021. The proposed amendments are: (a) to repeal existing Rules 1-10; (b) revise the content of Rule 11 with regard to Amendments which will be re-designated as Rule 1; (c) revise the content of Rule 12 with regard to Street Parking, Construction Impacting Streets, ad Roadway Cuts which will be re-designated as Rule 2; and (d) revise the content of Rule 13 with regard Hazardous Road Condition Restrictions which shall be re-designated as Rule 3. A copy of the proposed amendments to the Rules and Regulations may be obtained at the Teton Village District Office, 7020 Rachel Way, Teton Village, WY 83025, during normal business hours, which are Monday through Thursday from 9:00 a.m. until 4:00 p.m.

Public comment as well as written comments on the proposed amendments may be presented to the Teton Village Improvement and Service District Board of Directors on Tuesday July 13, at 9:00 a.m. at the Teton Village District Office, 7020 Rachel Way, Teton Village, WY 83025. An oral hearing will be held at that time if requested by twenty-five (25) or more persons, or a governmental subdivision, or by an association having not less than twenty-five (25) members. This notice shall be mailed to all persons requesting advance notice of amendments within twenty (20) days of the date proposed for the adoption of the amendment.

Publish: 05/26/21

• 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 Kojak 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 Town Council at the Jackson Town Council Chambers. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 5 COMMERCIAL/RESIDENTIAL UNITS, which the commercial/residential lots average .02 acres per lot, the common area lot being re-configured to 1.13 acres. The project is located on 0.14 acres, generally described as Lots 9 of Metro Plateau addition to the Town of Jackson Plat no. 1279, within Section 32, Township 41 North, Range 116 West, street addresses 1088 W. Highway 22. The site is accessed from U.S. Hwy 22 and will be named METRO PLATEAU SUBDIVISION THIRD ADDITION TO THE TOWN OF JACKSON.

Publish: 05/26, 06/02/21

• CONTINUED PUBLICATIONS •

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 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

Public NOTICES

TETON COUNTY NOTICES Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
In conjunction with the Town of Jackson
Joint Information Meeting Notice
200 S. Willow St., Jackson, Wyoming
Monday, June 7, 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: 06/02/21

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Monday June 7, 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: 06/02/21

TETON COUNTY DIVISION OFFICES

• REQUEST FOR BIDS •

INVITATION FOR BIDS
EQUIPMENT LIST AND HOURLY RATES
PROJECT NO. E-21-M
TETON COUNTY, WYOMING

Invitation for comprehensive Contractor's equipment list
and/or material list with rates, including any applicable fuel
surcharge. Teton County, Wyoming is requesting interested
Contractor's to provide a list of equipment and/or materials
available, with a brief description, and the hourly and tonnage
rate for each item, including any applicable fuel surcharge.
Contractor shall include their mailing address, physical address,
business email address, contact phone numbers, and
name of business owner and/or manager. The equipment list
and/or material list will be valid July 1, 2021 through June 30,
2022.

Contractors interested in registering their equipment and/or
materials for the 2021/2022 fiscal year shall email the above
information to dgustafson@tetoncountywy.gov prior to 10:00
AM MDT on Friday, June 18, 2021. Submitting Contractor
shall phone Dave Gustafson, Road & Levee Manager, at 307-
732-8586 to confirm receipt of the emailed information. It is
the responsibility of the Contractor to confirm the email was
successfully received with confirmation phone call.

Questions regarding any of the requested information shall
be directed to the Teton County Road & Levee Department at
307-733-7190.

END OF INVITATION
Publish: 06/02, 06/09, 06/16/21

INVITATION FOR BIDS
2021 HOBACK JUNCTION SOUTH ROAD REALIGNMENT
PROJECT
TETON COUNTY, WYOMING

Invitation for Bids to realign a portion of the Hoback Junction
South Road located in Teton County, Wyoming.

Notice is hereby given that Teton County, Wyoming (Owner)
will receive sealed bids prior to 9:00 AM MDT on Friday, June
18, 2021 at the Teton County Road & Levee Office, located
at 3190 South Adams Canyon Road, Jackson, Wyoming. The
project will generally consist of roadway realignment, gravity
retaining wall installation, curb and gutter installation, guard-
rail realignment, site grading, and landscaping. Total length of
roadway realignment is 432 lineal feet.

The Drawings along with bid and Contract Documents are
available electronically. Contact Dave Gustafson at dgustafson@tetoncountywy.gov or 307.732.8586 to request a set of
the Documents.

No bids will be opened unless sealed and filed with the Owner
and accompanied by a money order, certified check, or bid bond
payable to the Owner for 10% 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).

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,
summons and bid invitations.

JUNE 2, 2021

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: 06/02, 06/09, 06/16/21

• CONTINUED PUBLICATIONS •

TETON COUNTY
INTEGRATED SOLID WASTE AND RECYCLING
JACKSON, WYOMING
TETON COUNTY TRANSFER STATION REMEDIATION

ADVERTISEMENT FOR BIDS

Sealed Bids for the remediation construction at the Teton
County Transfer Station will be received, by Teton County,
WY (Owner) at the Teton County Integrated Solid Waste and
Recycling office at 3270 Adams Canyon Road, Jackson, WY,
83001, until 1:00 P.M. local time on Friday, June 18, 2021 (commonly
known as the Recycling Center), at which time the Bids
received will be publicly opened and read per Wyoming Statute
16-6-1001(a)(iii). The Project consists of remediation to the
push walls and trash chute curtain within the Transfer Station
Building.

Bids will be received for a single prime Contract. Bids shall
be on a lump sum and unit price basis as indicated in the Bid
Form.

The Issuing Office for the Bidding Documents is Teton County
Integrated Solid Waste and Recycling Office, 3270 Adams Canyon
Road, Jackson, WY, 83001, Brenda Ashworth, Superintendent,
307-733-7678, bashworth@tetoncountywy.gov. Download
documents (.pdf file extension format) available from either
Parkhill Info Exchange web site after registering as a plan
holder by emailing contact information to PGonzales@parkhill.com or calling 505-401-3734 or logging into [https://www.
publicpurchase.com/gems/bid/bidView?bidId=143143](https://www.publicpurchase.com/gems/bid/bidView?bidId=143143). There
is no cost or deposit required. All prospective bidders must
register as a plan holder. Bidders may examine the Bidding
Documents online at <https://www.publicpurchase.com/gems/bid/bidView?bidId=143143>. Printed copies are available for
purchase from Stinky Prints, Inc., 260 E. Broadway, Jackson,
WY 83001, 307-690-8892.

No bids will be opened unless sealed and filed with the Teton
County Integrated Solid Waste and Recycling Office and
accompanied by a 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). The
successful bidder has 30 days to execute the contract once it is
awarded.

The successful bidder shall provide a 100% Performance and
Payment bond in an amount at least equal to the Contract
Price, as security for the faithful performance and payment of
all of Contractor's obligations under the Contract.

Pursuant to Wyoming Statutes (W.S.16-6-106), preference
is hereby given to materials, supplies, agricultural products,
equipment, machinery and provisions produced, manufactured
or grown in Wyoming, or supplied by a resident of the
state, quality being equal to articles offered by the competitors
outside the state.

The Contract shall be let to the responsible certified resident
making the lowest bid, if the certified resident's bid is not more
than five percent (5%) higher than that of the lowest responsible
nonresident bidder and the resident bidder does not
propose to subcontract more than thirty percent (30%) of the
work to nonresident contractors. A resident for this purpose
must be certified as a resident by the Wyoming Department
of Workforce Services prior to bidding upon the Contract. See
W.S. 16-6-101, et seq. A resident bidder shall submit a copy of
its certificate of residency with its bid.

A MANDATORY pre-bid conference will be held in person and
online at 9:00 A.M. local time on June 8, 2021 with invitations
distributed to plan holders of record. All prospective bidders
who wish to submit a proposal must participate in person or
online. Any prospective bidder who joins the (either in person
or online) later than 9:00 AM will be disqualified from bidding.

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

Publish: 05/26, 06/02/21

Project name WUI Type 1 Fire Engines
Request for Bid

How to place a Public Notice

Jackson Hole News&Guide • PO Box 7445
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via hard copy or PDF will be charged a typesetting fee of \$10.00
per typed page

LEGAL DEADLINE: THURSDAY AT 3:00 PM

Teton County, Jackson Hole Fire/EMS is requesting bids for
(Four) Wildland Urban Interface Type 1, 4 x 4 Fire Engines.
Jackson Hole Fire/EMS Administrative Office, 40 East Pearl
Avenue, Jackson Wy. 83001.

Invitation to Bid packages may be obtained online at the Public
Purchase website, <http://www.publicpurchase.com>. The bid
id is 142422 WUI Type 1 Engines.

Vendors must complete the free registration on the Public
Purchase site. Assistance with registration can be obtained at
<http://www.tetoncountywy.gov/1951/Purchasing>. Bids may be
submitted on that same website or mailed. Proposals will be
due on or before June 9th by 3:00 PM and opened upon release
by Public Purchase immediately thereafter at the Teton
County Jackson Hole Fire/EMS Administration office at 40
East Pearl Avenue Jackson, WY 83001.

Teton County reserves the right to reject 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: 05/26, 06/02/21

Project name: Fair Pavilion Change of Use Architectural
Services

Request for Qualifications

Teton County General Services is issuing this Request for
Qualifications ("RFQ") in search of architectural firms that
have expertise and experience in the field of Change of Use
(CUP) permits for non-residential structures in the Town of
Jackson. The Pavilion is located at 305 W. Snow King Ave.
Jackson, Wyoming.

RFP/RFQ packages may be obtained online at the Public
Purchase website, <http://www.publicpurchase.com>. The bid
id is 137708. Vendors must complete the free registration on
the Public Purchase site. Assistance with registration can be
obtained at <http://www.tetoncountywy.gov/1951/Purchasing>.
Proposals are to be submitted on that same website. Proposals
will be due on or before Friday, June 4, 2021 at 12:00 PM and
opened upon release by Public Purchase immediately thereafter
at the Teton County General Services office at 185 South
Willow, Jackson, WY.

Teton County reserves the right to reject 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 respondents.

Publish: 05/26, 06/02/21

Request for Qualifications

Design and Preparation of Construction Documents for Im-
provements to Spring Gulch Road, Teton County, WY
Teton County is seeking engineering services for the design of
improvements to the 5517' gravel section of Spring Gulch Road
between Riva Ridge Road and Bar BC Ranch Road.
RFQ packages may be obtained online at the Public Purchase
website, <http://www.publicpurchase.com>. The bid id is 142840.
Vendors must complete the free registration on the Public
Purchase site. Assistance with registration can be obtained
by emailing jwatson@tetoncountywy.gov. Proposals are to be
submitted on that same website. Proposals will be due on or
before June 4, 2021 and opened by Public Purchase immedi-
ately thereafter.

Teton County reserves the right to reject 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: 05/26, 06/02/21

TOWN OF JACKSON NOTICES

• OFFICIAL PROCEEDINGS •

TOWN COUNCIL PROCEEDINGS - UNAPPROVED
May 24, 2021 JACKSON, WYOMING

The Jackson Town Council met in special budget workshop ses-
sion in the Town Hall Council Chambers located at 150 East
Pearl in Jackson, at 1:01 P.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: Mayor
Hailey Morton Levinson, Arne Jorgensen, and Jim Rooks. via
Zoom: Jonathan Schechter. Jessica Sell Chambers was absent.
Town of Jackson Budget. Anne Cresswell spoke on behalf of the
Jackson Hole Community Housing Trust. Larry Pardee and
Kelly Thompson presented highlights from the FY22 Budget
including JH Community Housing Trust, Community Health
and Human Services, Capital Funds, Enterprise, the Internal
Service Fund, Tracked Changes to Date, and a Town Property
Tax. Johnny Ziem and Steve Ashworth made staff comment.
Council held discussion with staff. Jim Rooks left the meeting
at 2:00 pm and returned at 2:02 pm. Arne Jorgensen left the
meeting at 2:26 pm and returned at 2:28 pm. Jim Rooks left
the meeting at 2:31 pm. Desmond Jennings made public com-
ment. Adjourn. A motion was made by Arne Jorgensen and

• Public Notices •

seconded by Jonathan Schechter 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 2:52 pm, minutes:ll. Review complete and approved minutes at www.jacksonwy.gov/491.

Publish: 06/02/21

• PUBLIC NOTICE •

TOWN OF JACKSON, WYOMING PROPOSED BUDGET FOR FISCAL YEAR 2022

The Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, will consider adopting the budget for fiscal year ending June 30, 2022 proposed as follows:

TOWN OF JACKSON, WYOMING ADOPTED BUDGET FOR FISCAL YEAR 2022 ALL FUNDS - FINANCIAL SOURCES AND USES						
DESCRIPTION	GENERAL FUND	SPECIAL REVENUE	CAPITAL PROJECTS	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL FUNDS
Beginning Fund Balance	\$17,286,392	\$ 9,451,004	\$16,479,263	\$10,381,089	\$ 3,247,453	\$ 56,845,201
Revenues:						
Taxes	8,878,950	918,085	6,147,490	-	-	15,944,525
Licenses & Permits	1,279,143	391,000	-	-	-	1,670,143
Intergovernmental	12,259,441	8,835,786	649,434	-	-	21,744,661
Charges for Services	556,549	1,353,145	-	5,584,769	6,529,266	14,123,729
Fines & Forfeitures	350,000	-	-	-	-	350,000
Miscellaneous Revenue	-	-	-	-	-	-
Total Revenues	23,436,546	640,099	235,569	133,920	16,100	14,404,112
Transfers In	1,510,959	2,803,703	5,381,781	640,000	75,000	10,508,423
Total Sources	25,405,555	14,946,779	12,414,254	6,358,689	6,620,366	65,745,592
Expenditures:						
General Government	6,542,952	476,459	420,000	-	3,944,293	11,383,704
Public Safety	9,003,998	20,000	819,780	-	327,500	10,171,274
Public Works	2,802,623	-	9,981,428	5,186,679	2,270,984	20,241,714
Community Health & Human Services	1,103,132	-	-	-	-	1,103,132
Community Initiatives	286,300	1,544,044	-	-	-	1,830,344
Transit	11,635,190	-	-	-	-	11,635,190
Culture & Recreation	1,369,889	327,156	896,704	-	-	2,593,749
Debt Service	-	-	-	66,970	-	66,970
General Unallocated	327,562	-	-	-	-	327,562
Total Expenditures	21,436,482	14,002,849	12,117,912	5,253,649	6,542,777	59,353,839
Transfers Out	7,267,690	1,222,211	640,000	1,378,200	-	10,508,423
Total Uses	28,704,142	15,225,060	12,757,912	6,632,171	6,542,777	69,862,062
Ending Fund Balance	\$ 13,977,755	\$ 9,172,722	\$ 16,135,605	\$ 10,107,607	\$ 3,325,042	\$ 52,728,371
Change in Fund Balance	(3,298,637)	(278,282)	(343,658)	(273,482)	77,589	(4,116,470)

Any persons wishing to make public comment on the budget may attend the public hearing scheduled for June 21, 2021 at the regular Town Council meeting, starting at 6:00 p.m., located at 150 East Pearl Avenue, Jackson, Wyoming. Please visit www.jacksonwy.gov for meeting schedules and agendas. Public comment may also be sent to the Town Council at council@jacksonwy.gov.

Dated: May 24, 2021

L. Lenamond, Town Clerk

Publish: 06/02/21

GENERAL PUBLIC NOTICES

• NAME CHANGE •

IN THE DISTRICT COURT OF TETON COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE CHANGE OF
NAME OF ELIZA LOVELL WOODIN)
MATHIEU,) Civil Action No. 18456
Petitioner.)

NOTICE IS HEREBY GIVEN that on May 20, 2021, a Petition was filed to change the name of Eliza Lovell Woodin Mathieu to Eliza Laura Lovell Woodin. Any objections to the Petition must be filed in the District Court for the County of Teton, Ninth Judicial District, P.O. Box 1727, Jackson, Wyoming, 83001 the Attorney for the Petitioner, Lea Kuvinka, Kuvinka & Kuvinka PC, P.O. Box 3007, Jackson, WY 83001 no later than July 27, 2021.

DATED this 24th day of May, 2021.

By: /s/
Deputy Clerk of Court

Publish: 06/02, 06/09, 06/16, 06/23/21

• REQUEST FOR BIDS •

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 SECURE SCREENING CHECKPOINT

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 SECURE SCREENING CHECKPOINT

Remodel, Demolition and Re Build of the existing space for the new Terminal Screening Checkpoint. This space is approx. 13,520.00 SF. The scope of work will include demolition, civil, structural, wood framed beams, general remodel, mechanical, electrical, fire protection and technology work.

WORK TO START: Spring 2021
We need to procure all materials this summer.

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

PROPOSALS ARE DUE - JUNE 8th by 2 PM MST
to Wadman Corporation via email at bids@wadman.com

To obtain further bid information on this project and any public opening of bids please contact:

Wadman Corporation
Estimating - Cody Toone - ctoone@wadman.com
Project Manager - Sam Venable - svenable@wadman.com
Office Line: 801-621-4185

Publish: 06/02, 06/09/21

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 RESTROOMS & HOLDROOM REMODEL

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: RESTROOMS & HOLDROOM REMODEL

Remodel of the existing ATO offices to convert the space into public restrooms adjacent to the airport holdroom area. Work also includes the holdroom modifications and upgrades to enhance the space. This space is approx. 13,000 SF. The scope of work will include demolition, concrete, structural modifications, general remodel work, flooring, ceiling, signage, fire protection, mechanical, electrical, technology work, etc.

WORK TO START: End of August 2021

Please let us know about long lead items related to your scope as soon as possible.

PLANS ARE AVAILABLE NOW.

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

PROPOSALS ARE DUE - JUNE 25th by 2 PM MST
to Wadman Corporation via email at bids@wadman.com
To obtain further bid information on this project and any public opening of bids please contact:

Wadman Corporation
Estimating - Cody Toone - ctoone@wadman.com
Project Manager - Sam Venable - svenable@wadman.com
Office Line: 801-621-4185

Publish: 06/02, 06/09/21

INVITATION TO BID

Fremont County School District 2 – Access Control RFP

Fremont County School District 2 (FCSD2), Dubois, Wyoming is accepting RFP's for a new Access Control solution. FCSD2 will consider all qualified responses to this RFP and score each response based on the evaluation criteria established in the RFP document. Sealed proposals are being solicited to replace FCSD2's Access Control System in the Main K-12 Building, Admin Building, Maintenance Building, and Bus Barn. During the RFP process, vendors will conduct an on-site walk through in order to get a sense of the school district's needs.

In order to be considered, proposals must be received in the school district business office by 10:00 AM June 4th, 2021. Proposals will be opened and reviewed at that time. It is anticipated that the selection of a vendor will be completed June 15, 2021 at the regularly scheduled meeting of the Board of Trustees. FCSD2 Board of Trustee's reserves the right to reject any conditional and/or nonresponsive RFP's.

RFP packets and other information can be obtained from FCSD2's website: http://www.fremont2.org/Business_Services. Look for Open Bids & RFP's on the left side of the page. Final award notification will take place June 16, 2021.

Publish: 06/02, 06/09/21

• PUBLIC NOTICE •

Official Notice
Lower Valley Energy, Inc.
2021 Annual Meeting

Notice is hereby given that the annual meeting of members of Lower Valley Energy, Inc. will be held at 6 pm June 24, 2021, at our Jackson office. Registration will begin at 5:30pm. Business will be conducted as follows:

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

Dan Dockstader, Secretary/Treasurer

Publish: 06/02, 06/09, 06/16/21

WYOMING DEPARTMENT OF TRANSPORTATION CHEYENNE, WYOMING NOTICE OF ACCEPTANCE OF AND FINAL SETTLEMENT FOR HIGHWAY WORK

Notice is hereby given that the State Transportation Commission of Wyoming has accepted as completed according to plans, specifications and rules governing the same work performed under that certain contract between the State of Wyoming, acting through said Commission, and Reiman Corp., The Con-

tractor, on Highway Project Number OC22034 & ARS3894 in Teton County, consisting of grading, draining, placing crushed base and bituminous pavement surfacing, removal and replacement of bridge and miscellaneous work, and the Contractor is entitled to final settlement therefore; that the Director of the Department of Transportation will cause said Contractor to be paid the full amount due him under said contract on July 13, 2021.

The date of the first publication of this Notice is June 2, 2021.

STATE TRANSPORTATION COMMISSION OF WYOMING

By: _____
Pam Fredrick
Senior Budget Analyst
Budget Program

Publish: 06/02, 06/09, 06/16/21

Please take notice that a special meeting of the Jackson Hole Airport Board (the "Board") will commence at 9:00 a.m. on Monday, June 14, 2021 at the National Museum of Wildlife Art, with Board members participating either in person or via WebEx. This meeting is in lieu of the regularly scheduled June Board meeting. The meeting can be viewed via live stream and public comment may be provided through the link at www.jacksonholeairport.com. An agenda will be published on the airport website prior to the meeting and in the June 9, 2021 issue of the Jackson Hole News and Guide legal.

Publish: 06/02/21

• CONTINUED PUBLICATIONS •

IN THE DISTRICT COURT OF THE STATE OF WYOMING IN AND FOR THE COUNTY OF TETON NINTH JUDICIAL DISTRICT

In Re. the Matter of the Estate of:

James Joseph Wright,
Deceased.

Probate No.:

NOTICE OF PROBATE

You are hereby notified that the Petition for Letters of Administration was filed with the above-named court for purposes of having Barbara Marie Wright, Angela Hope Wright, Katherine Wright Warden and Sarah J. Devine appointed as the Administrators of the estate of James Joseph Wright, deceased. Any action to contest the appointment of Barbara Marie Wright, Angela Hope Wright, Katherine Wright Warden and Sarah J. Devine as Administrators in the above captioned action must be filed with the above captioned court within fifteen (15) days from the filing of the Petition, or Barbara Marie Wright, Angela Hope Wright, Katherine Wright Warden and Sarah J. Devine shall be appointed as the administrators in accordance with WS § 2-4-209, as amended. Notice is further given that all persons indebted to James Joseph Wright or to his estate are requested to make immediate payment to the undersigned in care of Geittmann Larson Swift LLP, PO Box 1226, Jackson, Wyoming 83001.

Creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers in the Office of the Clerk of Court on or before three (3) months after the date of the first publication of this notice; and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

DATED this May ____, 2021.

LETTER OF AUTHORIZATION

Kojack LLC, "Owner" whose address is: 1085 W. Highway 22
Jackson, WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)
Kojack LLC, (Stephen Dynia as manager), as the owner of property
more specifically legally described as: Lot 9 of Metro Plateau Addition, Plat No. 1279

(If too lengthy, attach description)

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

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

OWNER:

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Stephen Dynia, as manager

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

The foregoing instrument was acknowledged before me by Stephendynia this 18 day of December, 2020.

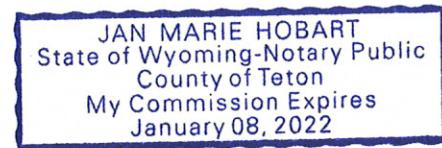
WITNESS my hand and official seal.

John Miller
(Notary Public)

(Notary Public)

My commission expires: January 0, 2022

(Seal)



OPERATING AGREEMENT
FOR
KOJAK, LLC
A WYOMING LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT (this "Agreement") is adopted as of September 3, 2008, by Stephen Dynia as the sole and initial Member of KOJAK, LLC, a Wyoming limited liability company (the "Company"), and is as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement are equally applicable to both the singular and plural derivations of the defined terms:

"Act" means the Wyoming Limited Liability Company Act, as set forth in Title 17, Chapter 15, Wyoming Statutes Annotated, as amended from time to time (or any corresponding provisions of succeeding law).

"Member" means the initial member identified above and all new, or substitute Members, pursuant Section 11 of this Agreement.

2. ORGANIZATION.

2.1 Formation. The Member has organized a limited liability company pursuant to the Act and the provisions of this Agreement. The Company has caused Articles of Organization ("Articles") to be prepared, executed, and filed with the Wyoming Secretary of State, Corporate Division (the "Secretary"), in accordance with the Act.

2.2 Name. The Company's name is "Kojak, LLC". The Company may conduct business under any other name the Member deems necessary or desirable to comply with local law.

2.3 Purpose. The Company's purpose is to engage in any lawful act or activity for which a limited liability company may be organized under the Act on the terms and conditions and subject to the limitations set forth in this Agreement.

2.4 Term. The Company's existence commenced on the date the Articles were filed with the Secretary and shall continue until dissolved pursuant to Section 10 of this Agreement.

2.5 Registered Office and Principal Place of Business. The Company shall continuously maintain a registered office in the State of Wyoming as required by the Act. The Company's initial registered office and principal place of business shall be located at 1085 W. Broadway, Jackson, Wyoming, or at such other location as the Member may determine from time

to time. The Company may also have such offices, anywhere within or without the State of Wyoming, as the Member may determine from time to time.

2.6 Registered Agent. The Company shall continuously maintain a registered agent in the State of Wyoming as required by the Act. The registered agent shall be as stated in the Articles or as otherwise determined by the Member from time to time.

2.7 Filing of Other Certificates. The Member shall execute, file, publish, and record all certificates, notices, statements, and other instruments and amendments thereto for the formation and operation of a limited liability company as the Member deems appropriate. The Member is authorized to register the Company to transact intrastate business in such jurisdictions as the Member deems appropriate and in connection therewith to execute and file statements of information and similar required documents.

2.8 Tax Classification: Requirement of Separate Books and Records and Segregation of Assets, Liabilities. The Member acknowledges that because the Company is formed to have a single Member pursuant to Treasury Regulations Section 301.7701-3, the Company shall be disregarded as an entity separate from its owner for federal income tax purposes until the effective date of any election it may make to change its classification for federal income tax purposes to that of a corporation by filing IRS Form 8832, Entity Classification Election, or until the Company has more than one member in which case it would be treated as a partnership for federal income tax purposes (provided that the Company has not elected on Form 8832 to be treated as a corporation.) In all events, however, the Company shall keep books and records separate from those of its Member and shall at all times segregate and account for all of its assets and liabilities separately from those of its Member.

3. MEMBER.

3.1 Member Names. The Member's name and current business address are as follows:

<u>Name</u>	<u>Address</u>
Stephen Dynia	P.O. Box 4356 1085 W. Broadway Jackson, WY 83001

3.2 Member Meetings. No annual or regular member meetings are required.

4. CAPITAL CONTRIBUTION. Upon the Member's execution of this Agreement, or within a reasonable time thereafter, the Member shall contribute to the Company, as a capital contribution, certain real property located in Teton County, Wyoming, and more particularly described as follow:

Lot 21 of 810 West Addition to the Town of Jackson,
according to that plat recorded in the Office of the Clerk of
Teton County on February 7, 2005, as Plat No. 1141.

The Member shall receive a credit to the Member's Capital Account equal to the value of such contribution as determined by the Member. Such Capital Account will be established and maintained in accordance with the capital accounting rules of Treasury Regulations Section 1.704-1(b)(2)(iv). The Member is not required to make any additional contribution to the capital of the Company. The Member may make additional contributions to the capital of the Company in the Member's sole and absolute discretion.

5. **LIMITED LIABILITY.** No Member shall be personally liable for the debts, obligations, losses, liabilities, or expenses of the Company, except as expressly set forth in this Agreement or provided by applicable law. Any provision of this Agreement stating circumstances under which a Member may be required to return a distribution from the Company is intended only to state the current law, not to create additional obligations. No allocation of losses or any item thereof to a Member shall create any implication that a Member is liable for anything other than the Member's capital contribution.

6. **DISTRIBUTIONS.**

6.1 **Payment.** Distributions shall be made at such times, and from time to time as the Member may determine.

6.2 **Restrictions on Distributions.** Notwithstanding Section 6.1, no distribution shall be made if, after giving effect to the distribution: (a) the Company would not be able to pay its debts as they become due in the usual course of business; or (b) the Company's total assets would be less than the sum of its total liabilities.

7. **MANAGEMENT.**

7.1 **Member-Managed.** The Company's business, property, and affairs shall be managed and all Company powers shall be exercised by or under the direction of the Member.

7.2 **Powers.** The Member shall have all necessary powers to manage and carry out the Company's purposes, business, property, and affairs.

8. **COMPETING ACTIVITIES.** The Member may engage or invest in, independently or with others, any business activity of any type or description, including without limitation those that might be the same as or similar to the Company's business and that might be in direct or indirect competition with the Company. The Company shall not have any right in or to such other ventures or activities, or to the income or proceeds derived therefrom. The Member is not obligated to present any opportunity to the Company.

9. **ACCOUNTING, RECORDS, AND REPORTS.**

9.1 **Fiscal Year.** The Company's fiscal year shall be the calendar year.

9.2 Method of Accounting. The Company's accounting records shall be kept on a method to be determined by the Member upon advice of the Company's accountants.

9.3 Books and Records. The Member shall keep books and records of the Company that reflect all material Company transactions and are appropriate and adequate for the Company's business.

9.4 Bank Accounts. All Company funds shall be deposited in the Company's name in one or more banks, money funds, bank certificates of deposit, or government securities to be designated by the Member. All deposits into and withdrawals from any such Company account shall be made by the Member or such persons as the Member may designate, subject to the limitations provided in this Agreement.

9.5 Tax Filings. The Member shall prepare and timely file the income tax returns for the Company with the appropriate authorities. The Member shall also prepare and timely file, with appropriate authorities, amendments to, or restatements of, the Articles and all reports required to be filed by the Company with those entities under the Act or other applicable laws, rules, regulations.

10. DISSOLUTION.

10.1 Dissolution Events. The Company shall dissolve, dispose of its assets, and wind up its affairs upon the Member's written consent (a "Dissolution Event").

10.2 Certificate of Dissolution. As soon as possible following the occurrence of a Dissolution Event, the Member shall (a) execute a statement of intent to dissolve pursuant to W.S. 17-15-123(b) of the Act (the "Statement") in such form as shall be prescribed by the Secretary and (b) file the Statement as required by the Act.

10.3 Procedures upon Dissolution.

10.3.1 General. Upon dissolution, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors pursuant to the appropriate provisions of the Act and the procedures set forth in this Section 10.3.

10.3.2 Control of Winding Up. The Member shall have all the duties and responsibilities associated with winding up the Company's affairs. The Member shall determine the times manner, and terms of the sale of the Company assets, consistent with his/her/its fiduciary responsibilities and having due regard to the activity and condition of the relevant market and general financial and economic conditions.

10.3.3 Liquidating Distributions. Following the Company's dissolution, the Company's assets shall be applied to satisfy claims of creditors and distributed to the Member in liquidation as provided in the Act.

10.4 Certificate of Cancellation. On completion of the Company's winding up, the Member shall file articles of dissolution in the office of, and on a form prescribed by, the Secretary.

11. TRANSFERS, NEW MEMBERS, AND ASSIGNMENTS.

11.1 Transfer and Assignment of Interests. No Member shall be entitled to transfer, assign, convey, sell, encumber or in any way alienate all or any part of the Member's interest in the Company without the prior written consent of all Members. The Member assigning his, her or its interest in the Company shall not be released from any liability the assigning Member may have to the Company or to any third party solely as a result of the assignment.

11.2 New or Substitute Members. A new Member or a transferee of a Member's interest shall have the right to become a new or substitute Member only if such person (a) executes an instrument accepting and adopting all of the terms and provisions of this Agreement, and (b) pays all reasonable costs and expenses in connection with the admission of the new Member or the transferee as a substitute Member. The admission of a new Member or a transferee in violation of this Section shall be null and void.

11.3 Assignment of Economic Interests. The assignee of a Member's economic interest shall not have any right to vote or to participate in the management and affairs of the Company or to become or exercise any rights of a Member.

11.4 Death of Stephen Dynia. If Stephen Dynia in his individual capacity (and not as trustee of a trust) is the sole Member, then, in the event of his death, the personal representative, appointed by the court, may exercise all of the dead Member's rights, including, without limitation, any power conferred under applicable law or this Agreement for the personal representative, as an assignee, to become a Member in order to exercise such rights of the deceased Member.

12. INDEMNIFICATION AND INSURANCE.

12.1 Indemnification of Member. The Company shall indemnify any Member and may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding because he, she or it was a Member, officer, employee, or other agent or that, being, or having been such a Member, officer, employee, or agent, he, she or it is or was serving at the Company's request as a manager, director, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (collectively an "agent"), to the fullest extent permitted by applicable law.

13. MISCELLANEOUS.

13.1 Successors and Assigns. This Agreement shall bind and inure to the benefit of the Member and the Members' successors and assigns.

13.2 Parties in Interest. Except as expressly provided in this Agreement, nothing in this Agreement shall (a) confer any rights or remedies on any persons other than the parties and their respective successors and assigns, (b) relieve or discharge the obligation of any third person to any party, or (c) shall give any third person any right of subrogation or action against any party.

13.3 Amendments. This Agreement shall not be amended except in a writing signed by the Member.

13.4 Governing Law. The rights and obligations of the Member shall be governed by, and this Agreement shall be construed and enforced in accordance with, the laws of the State of Wyoming.

13.5 Entire Agreement. This Agreement constitutes the entire agreement concerning the Company's affairs and the conduct of its business, and supersedes all prior agreements and understandings, whether oral or written. The Company shall have no oral operating agreements.

13.6 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall continue in full force without being impaired or invalidated.

IN WITNESS WHEREOF, the undersigned has made and entered this Agreement to be effective as of the date set forth above.

Member:

Stephen Dynia

Company:
KOJAK, LLC

By:
Stephen Dynia, Manager

ARTICLES OF ORGANIZATION
OF
KOJAK, LLC

The undersigned, desiring to form a flexible limited liability company under the Wyoming Limited Liability Company Act (the "Act"), and specifically under Wyo. Stat. § 17-15-107(a)(x), does sign, verify and deliver in duplicate to the Secretary of State of the State of Wyoming these Articles of Organization.

ARTICLE I.

Name

The name of the limited liability company (the "Company") shall be:

KOJAK, LLC

ARTICLE II.

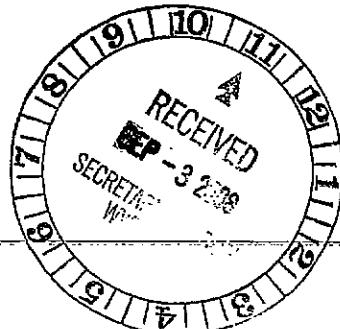
Period of Duration

The period of the Company's duration is perpetual.

ARTICLE III.

Objects and Purposes

The nature of the business and the objects and purposes to be transacted, promoted or carried on, and for which the company is organized, are as follows: (1) to maintain, improve, develop, operate, lease, mortgage and otherwise manage the property of the limited liability company, and (2) to carry on and engage in and/or conduct any lawful business or investment activities, and to have and exercise all of the powers, rights and privileges which a limited liability company organized under the Act may have and exercise, and is not organized for purposes of engaging in the business of banking and insurance.



ARTICLE IV.

Registered Office and Agent

The name of the initial registered agent is Stephen Dynia with a mailing address of P.O. Box 4356, Jackson, WY 83001 and a street address of 1085 W. Broadway, Jackson, WY 83001.

ARTICLE V.

Contributions

The Members will contribute cash to the Company in the amount of \$500.00.

ARTICLE VI.

Additional Contributions

The Members shall make any additional contributions to the Company in accordance with the Operating Agreement of the Company.

ARTICLE VII.

Additional Members

The Members shall have the right to admit additional Members to the Company in accordance with the terms and conditions of the Company's Operating Agreement.

ARTICLE VIII.

Continuation of Business

The Company shall be dissolved and its affairs shall be wound up upon the unanimous written agreement of all members or upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or occurrence of any other event which terminates the continued membership of a member in the Company or upon the happening of any other event or events specified in the Company's operating agreement, unless the business of the Company is continued either by the consent of all of the remaining members following the occurrence of any such event or pursuant to a right to continue stated in the Company's operating agreement.

ARTICLE IX.

Operating Agreement and Authority

The manner in which the Company conducts its business and affairs, the duties and authority of its Members, and the rights and obligations of its Members, to the extent not expressly required by and provided for in the Act, shall be set forth in the Operating Agreement

of the Company. Said Operating Agreement may from time to time be amended in accordance with the provisions contained therein.

ARTICLE X.

Management

Management of the Company is reserved to a Manager in accordance with the Company's Operating Agreement of the Company. The name and address of the Manager are as follows:

Stephen Dynia
P.O. Box 4356
1085 W. Broadway
Jackson, WY 83001.

ARTICLE XI.

Transferability of Interest

No interest in the Company may be transferred except as specifically set forth in the Operating Agreement of the Company.

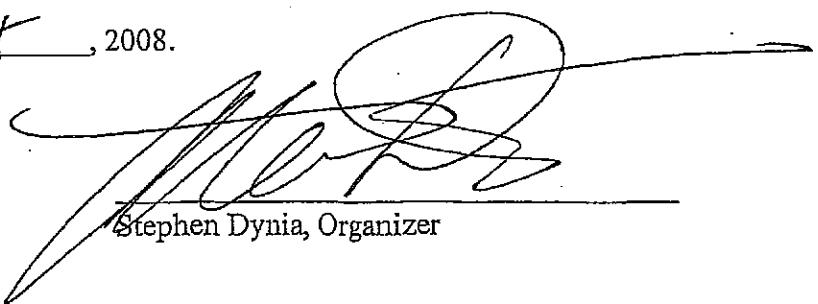
ARTICLE XII.

Election as a Flexible Limited Liability Company

The Company hereby elects the status as a flexible limited liability company pursuant to Wyo. Stat. § 17-15-107 (a)(x).

IN WITNESS WHEREOF the undersigned forms this limited liability company.

Executed this 2 day of Sept, 2008.

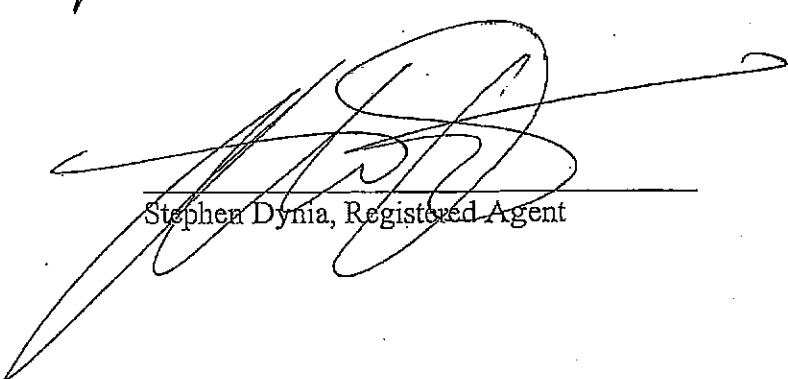

Stephen Dynia, Organizer

Secretary of State
State of Wyoming
The Capitol
Cheyenne, Wyoming 82002

**CONSENT TO
APPOINTMENT BY REGISTERED AGENT**

1. I, Stephen Dynia, voluntarily consent to serve as the registered agent for Kojak, LLC, on the date shown below.
2. I, as the registered agent, certify that I am an individual who resides in this State and whose business office is identical with the registered office.
3. I know and understand the duties of a registered agent as set forth in the Wyoming Limited Liability Company Act.

Dated this 2 day of Sept, 2008.


Stephen Dynia, Registered Agent

Issued To:

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

Report No.: W-24072
Effective Date: December 11, 2020
Current Date: December 30, 2020
Cost: \$350.00

Project Reference: Kojak, LLC

Property Address: 1085 West Highway 22, 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:

Kojak, 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.

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-24072

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 9 of Metro Plateau Addition to the Town of Jackson, Teton County, Wyoming, according that plat recorded in the Office of the Teton County Clerk on November 18, 2009 as Plat Number 1279.

PIDN: 22-41-16-32-1-14-009

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-24072

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

1. (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.
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. Taxes, special and general, assessment districts and service areas for the year 2020.
Tax ID No.: OJ-007566
1st Installment: \$3,598.61 PAID
2nd Installment: \$3,598.61 OPEN

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

4. General taxes for the year 2021 and subsequent years, not yet due or payable.
5. Assessments for the Metro Plateau Homeowners' Association, if any, which are excluded from the coverage afforded hereby.
6. An appurtenant easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as shown in a document recorded August 10, 2000, as (book) 403 (page) 969, Official Records:
Purpose: UTILITY [403-969](#)
7. An appurtenant easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as shown in a document recorded July 6, 2009, as (book) 734 (page) 715, Official Records:
Purpose: 30 FOOT ACCESS [734-715](#)
8. All matters as delineated on the Official Plat of Metro Plateau 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. 1279. [Plat 1279](#)
9. 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 November 18, 2009, as (book) 744 (page) 624, Official Records. [744-624](#)

Contains: Homeowners association charges, assessments and liens.

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-24072

Said Covenants, Conditions and Restrictions were modified in part by instrument recorded May 13, 2011, as (book) 782 (page) 452, Official Records. [782-452](#)

Said Covenants, Conditions and Restrictions were modified in part by instrument recorded February 6, 2012, as (book) 800 (page) 715, Official Records. [800-715](#)

10. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$1,481,016.00, dated December 28, 2015, recorded January 6, 2016, as (instrument) 0897306 (book) 912 (page) 405, Official Records.
Mortgagor: Kojak, LLC, a Wyoming limited liability company
Mortgagee: Wells Fargo Bank, National Association
[0897306](#)
11. Statement of Claim of Homeowner's Association Lien, in the amount of \$6,189.84 plus any accruing interest, penalties and fees, executed by Metro Plateau Homeowners Association, against Kojak, LLC, Recorded August 2, 2019, (instrument) 0974591, Official Records.
[0974591](#)
12. The effect, if any, of that Quitclaim Deed, recorded December 22, 2020, as (instrument) 1005686, Official Records.
NOTE: IMAGE NOT YET AVAILABLE

***** 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: NONE

Warranty Deed from Stephen Dynia, a single man, to Kojak, LLC, a Wyoming limited liability company, recorded November 5, 2008, as (instrument) 0741534 (book) 712 (page) 547, Official Records.

[Vesting Deed](#)

* Vacated by that boy

AFFIDAVIT

COMES NOW, _____, an officer of Wells Fargo Bank NA and with the authority to sign for said Bank and who, being duly sworn, on oath according to law, does hereby make the following statement of facts and affirms:

1. 1. **THAT**, Wells Fargo Bank NA is the holder of a mortgage upon that certain real property described as Lot 9 of Metro Plateau Addition to the Town of Jackson, a subdivision of record in the Office of the Teton County Clerk, as Plat no. 1279 and located in the S 1/2 NE 1/4 of Section 32, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, which mortgage is recorded in Instrument No. 0897306, records of Teton County, and which mortgage encumbers that certain real property shown on that plat titled ***Metro Plateau Third Addition to the Town of Jackson*** and described in the Certificate of Surveyor thereon;
2. **THAT**, said plat ***Metro Plateau Third Addition to the Town of Jackson*** has been reviewed by the undersigned officer of Wells Fargo Bank NA;
3. **THAT**, said officer has read and understands the statements and dedications in the Certificate of Owners on said plat, and agrees to the subdivision of land and dedications and easements as shown on said plat;
4. **THAT**, this affidavit is signed in the stead of, and with the same effect, as if the original plat was itself manually signed.

Wells Fargo Bank NA

BY: _____
ITS:

Attest:

BY: _____
ITS:

On the ____ day of _____, 2021, before me personally appeared, _____ and _____ known to me, and who executed the foregoing instrument as _____ and _____ of Wells Fargo Bank NA and being by me duly sworn, did depose and say they executed the foregoing instrument on behalf of said corporation and that said instrument is the free act and deed of said corporation

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

**SECOND SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
THE METRO PLATEAU ADDITION TO THE TOWN OF JACKSON, WYOMING**

This Second Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for the Metro Plateau Addition to the Town of Jackson, Wyoming ("Second Supplement") is made to be effective as of the date of recording with the Clerk's Office of Land Records of Teton County, (the "Effective Date") Wyoming by Kojak, LLC, a Wyoming limited liability company (hereinafter, with its successors and assigns, referred to as "Declarant").

Recitals

- a. Declarant previously recorded the Declaration of Covenants, Conditions and Restrictions for the Metro Plateau Addition to the Town of Jackson with the Clerk's Office of Land Records of Teton County on November 18, 2009 as document No. 0763437 ("Declaration").
- b. Declarant previously recorded the First Amendment to Declaration of Covenants, Conditions and Restrictions for The Metro Plateau Addition to the Town of Jackson, Wyoming with the Clerk's Office of Land Records of Teton County on May 13, 2011 as Document No. 0793525 ("First Amendment").
- c. Declarant previously recorded the Supplemental Declaration and Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Metro Plateau Addition to the Town of Jackson, Wyoming with the Clerk's Office of Land Records of Teton County on February 6, 2012 as Document No. 0808791 ("Supplemental Declaration").
- d. Section 9.1 of the Declaration reserves to Declarant the right to subject any portion of the "Properties" as defined in the Declaration to additional covenants and easements, including covenants obligating the Association (as defined in the Declaration) to maintain and insure such property and authorizing the Association to recover its costs through the various assessments as provided in the Declaration. Such additional covenants and easements may be set forth either in a supplemental declaration subjecting such property to the Declaration or in a separate supplemental declaration referencing property previously subjected to the Declaration. Any such supplemental declaration may supplement, create exceptions to, or otherwise modify the Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.
- e. Section 9.1 of the Declaration requires that if property being subjected to supplemental declarations is owned by someone other than the Declarant then the consent of such owner shall be necessary and evidenced by their execution of the supplemental declaration. Declarant owns all of the Condominium Property (as defined below) that is subject to this Second Supplement, thus no additional consents are necessary.
- f. This Second Supplement is being recorded as Declarant is replatting Lot 9 of the Metro Plateau Addition to the Town of Jackson, Wyoming (Plat Number 1279) into 5 separate Condominium Units (as defined below) pursuant to the Metro Plateau Third Addition to the Town of Jackson according to that plat recorded in the Office of the Teton County Clerk contemporaneously herewith as Plat Number _____ ("Condominium Property").
- g. The Units in the Metro Plateau Addition are townhome units, whereas the Condominium Property contains Condominium Units. Therefore, Declarant is recording this Second Supplement to subject the Condominium Property and each Condominium Unit within the Condominium Property to the Declaration, as it has been amended and supplemented, subject to the additional

provisions of this Second Supplement which are intended to address the condominiumization of the Condominium Property.

Pursuant to the authority granted the Declarant under the Declaration as amended and supplemented, Declarant hereby supplements the Declaration and declares as follows:

Article I—Condominium Property

- 1.1 **The Condominium Property.** The Declarant hereby declares that the Condominium Property shall be owned, conveyed, and used subject to all provisions of this Second Supplement, as amended, and supplemented, and to those provisions of the Declaration (as it is amended and supplemented). If there is a conflict between the Declaration and Second Supplement as it applies to the Condominium Property, the Second Supplement shall control. This Second Supplement, as it may be amended and supplemented, and the Declaration, as it is amended and supplemented, shall be binding upon all Persons having any right, title, or interest in any portion of the Condominium Property, their heirs, successors, successors-in title and assigns.
- 1.2 **Estate of Condominium Owner.** The Condominium Property is hereby divided into Condominium Units, each consisting of a separate interest in a Condominium Unit and an undivided interest in common in the Common Elements in accordance with the Condominium Plat which sets forth the General Common Elements and any Limited Common Elements appurtenant to each Condominium Unit. Each Condominium Unit's percentage of ownership interest in the Common Elements for purposes of taxes, assessments and other charges is set forth in **Exhibit A**. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Condominium Units.
- 1.3 **Relationship of Condominium Property to Declaration.** A Condominium Owner (as defined herein) shall have all the rights, privileges, and obligations as Owners of a Unit under the Declaration, including without limitation voting rights, easement rights and the obligation to pay assessments, as if "Owner" was defined in the Declaration to include "Condominium Owner" and "Unit" was defined in the Declaration to include "Condominium Unit", unless expressly provided otherwise herein.

Article II--Definitions

The definitions below shall be applicable to the Condominium Property.

- 2.1 **Condominium Association.** The Metro Plateau Condominium Owners Association, a Wyoming nonprofit corporation, its successors or assigns.
- 2.2 **"Condominium Board of Directors" or "Condo Board".** The body responsible to the membership of the Condominium Association and for operations of the Condominium Association. The Declarant shall exercise all rights and responsibilities of the Condo Board until the sale of all Condominium Units to non-affiliated buyers.
- 2.3 **Base Assessments--Condo.** Assessments levied on all Condominium Units to fund Common Condo Expenses.

2.4 Common Condo Expenses. The actual and estimated expenses incurred, or anticipated to be incurred, by the Condominium Association for the general benefit of all Condominium Units including any reasonable reserve, as the Condo Board may find necessary and appropriate.

2.5 Condo Member. Each owner of a Condominium Unit shall be a Member in the Condominium Association.

2.6 Building. The structure constructed or located on the Condominium Property and consisting of the Condominium Units and Common Elements.

2.7 Condominium Plat. Plat Number _____ recorded on _____, 2021 in the Office of the Teton County, Wyoming Clerk, consisting of a plat of the Condominium Property, showing a survey and legal description thereof, the location of the Building with respect to the boundaries of the Condominium Property, together with diagrammatic floor plans of the Building showing the boundaries of each Condominium Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each Condominium Unit, Condominium Unit numbers identifying the Condominium Units and the General Common Elements and Limited Common Elements, together with such information as may be included therein in the discretion of the Declarant.

2.8 Condominium Unit. Those certain individual air spaces and improvements as shown on the Condominium Plat. Each Condominium Unit shall consist of that part of the Building as bounded by the middle of any party wall and the outer sheathing (but not the siding of any perimeter wall or the roof). The Condominium Unit shall also include the following: (i) all exterior windows, exterior doors, door frames and other fixtures and improvements attached to the exterior perimeter wall of a Condominium Unit; (ii) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating and waste disposal, within the boundaries of the Condominium Unit which serve only that Condominium Unit; and (c) all heating, hot water and air conditioning apparatus exclusively serving the Condominium Unit. For the sake of clarity, foundations and basements shall not be part of the Condominium Unit and are Common Elements.

2.9 Condominium Owner. One or more Persons who owns a Condominium Unit. The definition of "Condominium Owner" specifically excludes any party holding an interest merely as security for performance of an obligation.

2.10 Common Elements. The Condominium Property contains "Common Elements", which shall include "General Common Elements" and the "Limited Common Elements", or a portion thereof, as the context requires. Each Condominium Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Condominium Owners in the proportions provided in **Exhibit A** attached hereto and incorporated herein, and, except as otherwise limited in this Second Supplement, shall have the right to use the Common Elements in accordance with this Second Supplement for all purposes incident to the use and occupancy of his or her Condominium Unit, which right shall be appurtenant to the Condominium Unit. The undivided interests in the Common Elements are declared to be appurtenant to the respective Condominium Units.

2.11 **General Common Elements.** The General Common Elements constitute the entire Condominium Property excepting all Condominium Units and the Limited Common Elements, as designated on the Condominium Plat or provided herein. Without limiting the generality of the foregoing, the General Common Elements shall include: (i) the land under the Building; (ii) all utilities, pipes, ducts, flues, chutes, conduits, wires and other utility installations, including without limitation water, sewer and storm systems, which are located within the Condominium Property and serve more than one Condominium Unit; and (iii) roofs. The General Common Elements may be referred to herein and on the Condominium Plat as "General Common Element" or "GCE".

2.12 **Limited Common Elements.** Those portions of the Common Elements as defined herein and described by Wyoming Statute § 34-20-103 for the exclusive use of one or more but fewer than all of the Condominium Units. Further, Limited Common Elements includes any items specifically shown as such on the Condominium Plat. Limited Common Elements may be referred to herein or on the Condominium Plat as "Limited Common Elements" or "LCE".

2.13 **Limited Common Elements—Foundation.** Those Limited Common Elements for the exclusive use of a Condominium Unit for its foundation as designated by the Declarant herein and/or as designated on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements-Foundation may also be referred to herein and on the Condominium Plat as "Limited Common Elements-Foundation", "LCE-Foundation", or "LCE-F".

2.14 **Limited Common Elements—Basement.** Those Limited Common Elements for the exclusive use of a Condominium Unit for its basement as designated by the Declarant herein and/or as designated on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements-Basement may also be referred to herein and on the Condominium Plat as "Limited Common Elements-Basement", "LCE-Basement", or "LCE-B".

2.15 **Special Assessment—Condo.** Assessments levied in accordance with Article VI herein.

2.16 **Specific Assessment—Condo.** Assessments levied in accordance with Article VI herein.

Article III-Use of Condominium Property and Condominium Units

3.1 **Condominium Property and Condominium Units.** Each Condominium Owner shall be entitled to an undivided interest in and the nonexclusive right to use, access and enjoy the Common Elements appurtenant to each Condominium Unit, and the exclusive right to use any Limited Common Elements appurtenant to its specific Condominium Unit, if any, as designated on the Condominium Plat or herein.

3.2 **Declarant's Power over the General Common Elements.** The Declarant shall have the following rights with regard to the General Common Elements:

- (a) the right to promulgate rules and regulations regarding use of the General Common Elements, including the right to impose penalties for the violation of such rules and regulations but no rule shall contravene this Second Supplement;
- (b) the right to grant easements within the General Common Elements; and

(c) the right to maintain, repair, replace and make changes to the General Common Elements for the benefit of the Condominium Owners.

3.3 **No Partition.** The Common Elements are owned in common by all the Condominium Owners and no Condominium Owner may bring any action for partition thereof.

3.4 **Taxes.** All taxes, assessments, and other charges of the State of Wyoming, any political subdivision, special improvement district, or any other taxing or assessing authority, shall be assessed against and collected on each Condominium Unit separately, not on the Condominium Property as a whole, and each Condominium Unit shall be carried on the tax records as a separate and distinct parcel.

3.5 **Easement for Repair, Maintenance and Emergencies.** Some portions of the Common Elements are or may be located within the Condominium Units or may be conveniently accessible only through the Condominium Units. The Condominium Association, the Association and Declarant shall have the irrevocable right to access each Condominium Unit from time to time during reasonable hours and with prior notice to the Condominium Owner or Occupant, as may be necessary for the maintenance, repair, or replacement of any portion of the Common Elements located therein or accessible therefrom. The Condominium Association, the Association and Declarant shall also have the right to access each Condominium Unit, without notice, to make emergency repairs necessary to prevent imminent damage to the Common Elements or to any Condominium Unit.

Article IV—Membership and Voting Rights in Condominium Association and Association

4.1 **Function of the Condominium Association.** The Condominium Association shall be the entity responsible for management, operation, and certain maintenance obligations of the Condominium Property.

4.2 **Membership in the Condominium Association.** Every Condominium Owner, by virtue of its purchase of a Condominium Unit or the acceptance of a deed therefore, shall be a Condo Member of the Condominium Association. Membership shall be appurtenant to, and may not be separated from, Condominium Unit ownership. When more than one Person or entity holds an interest in a Condominium Unit, all such persons or entities shall be Condo Members; however, the vote for such a Condominium Unit shall be exercised collectively as those Condo Members determine among themselves. In no event shall more than one vote be cast with respect to any Condominium Unit. The membership rights of a Condominium Owner that is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Condominium Owner in a written instrument provided to the Secretary of the Condominium Association.

4.3 **Voting Rights for Condominium Association Members.** The Condominium Association shall have one class of membership. The total number of votes that may be cast by all members of the Condominium Association equals the total number of Condominium Units and each Condominium Owner shall be entitled to one vote⁴. All votes of the Condo Members shall take place at an annual or special meetings of the Condo Members or via written ballot. A Condo Member may vote by proxy so long as notice of such proxy designation has been received by the Condominium Association. Voting rights as to each Condominium Unit shall vest upon transfer of a deed of conveyance of a Condominium Unit.

⁴ Voting for all matters coming before the Association shall be one vote per Condominium Unit.

4.4 **Suspension of the Right to Vote.** If any Condominium Owner or Occupant violates this Second Supplement, the rights and privileges of such Condominium Owner, including but not limited to the right to vote, may be suspended by the Condo Board.

4.5 **Voting Rights in Association.** Each Condominium Member shall be a Member of the Association and shall have one equal Class A vote for each Condominium Unit owned.

Article V-Condominium Association Management

5.1 **Condo Board.** The affairs of the Condominium Association shall be managed by a Condo Board. The Condo Board shall be comprised of 3 Condominium Owners. Declarant shall control the 3 Director seats on the Condo Board (including the power of appointment) until Declarant conveys all Condominium Units to unaffiliated parties. Thereafter:

- (a) The Condo Members shall have the right to elect the Directors at any annual meeting of the Condominium Association for staggered terms of 3 years.
- (b) A Director who sells his Condominium Unit shall be automatically removed from the Condo Board. In such a case, the Condo Members shall have the right to elect a replacement Director at a special meeting of the Condominium Association.

5.2 **Power of the Condo Board.** The Condo Board shall have the powers enumerated in this Second Supplement, its Bylaws, and those otherwise provided to boards of directors for nonprofit corporations by the laws of the State of Wyoming.

5.3 **Responsibilities of the Condo Board.** The Condo Board shall maintain and operate the Common Elements for the benefit of the Condominium Owners (unless a maintenance obligation is that of the Association) and administer all aspects of the business of the Condominium Association. The Condo Board may hire or otherwise engage a management company to manage its affairs or any part thereof, as it deems advisable for the operation of the Condominium Property.

5.4 **Insurance.** The Condominium Association shall maintain insurance on the Condominium Property and Building in amounts as determined in the reasonable discretion of the Condo Board. Expenses related to such insurance coverage shall be a Common Condo Expense, unless an expense or increase in premiums or amounts owed to the insurance provider is due to the actions or negligence of a Condominium Owner, in which case the additional amounts owed shall be paid by the Condominium Owner responsible for the increased premium and any additional amounts owed. Such insurance shall be provided by a company licensed to do business in Wyoming.

Article VI--Assessments

6.1 **Budget.** At least 30 days before the beginning of each fiscal year, the Condo Board shall prepare a budget of the estimated Common Condo Expenses and reserves for the coming year, including any contributions to be made to a reserve fund. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Condominium Units, and

the amount to be generated through the levy of Base Assessments--Condo, Special Assessments--Condo and Specific Assessments—Condo (collectively, “Condo Assessments”).

Failure of the Condo Board to fix assessment amounts or rates or to deliver or mail each Condominium Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Condominium Owner from the obligation to pay Condo Assessments. In such event, each Condominium Owner shall continue to pay Condo Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Condominium Association may retroactively assess any shortfalls in collections.

6.2 Creation of the Lien and Personal Obligation of Assessments. Each Condominium Owner, by acceptance of a deed, whether or not it shall be stated in such deed, agrees to pay to the Condominium Association: (1) Base Assessment--Condo, (2) Special Assessments--Condo for capital improvements, and (3) Specific Assessments--Condo for damages caused by a Condominium Owner or Occupant. All Condo Assessments together with interest, costs, and reasonable attorneys' fees as set forth below ("Costs"), shall be a charge and a continuing lien upon the Condominium Unit assessed. Condo Assessments and Costs shall also be the personal obligation of the Condominium Owner. The personal obligation for delinquent Condo Assessments and Costs shall not pass to successors in title unless expressly assumed in writing by the successor; however, the Condo Assessments and Costs amounts shall attach to the Condominium Unit regardless of whether or not a lien is filed with the County Clerk.

6.3 Purpose of Condo Assessments. The Condo Assessments shall be used exclusively to promote the health, safety, and welfare of the residents in the Condominium Property and for the improvement and maintenance of the Common Elements.

6.4 Base Assessment-Condo. The Base Assessment--Condo shall be based upon advanced estimates of the costs and expenses arising out of or connection with the Condominium Association's (i) administration and management of the Condominium Property, (ii) repair, maintenance and operation of the Common Elements, (iii) premiums for insurance policies required or permitted to be maintained under this Second Supplement, (iv) legal and accounting fees, (v) creation and maintenance of a reserve fund for periodic maintenance, repair and replacement of the Common Elements, and (vi) activities authorized by the Condo Board. Base Assessments--Condo shall be allocated amongst the Condominium Owners in accordance with the Assessment Percentage as set forth in **Exhibit A**.

The Condo Board may revise the budget and adjust the Base Assessment--Condo from time to time during the year. However, any increase in the amount of the Base Assessment--Condo shall be limited to a 20% increase from the previous year.

6.5 Special Assessments-Condo. The Condominium Association may levy Special Assessments--Condo to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Common Elements, provided that such Special Assessment--Condo shall be approved by Condominium Owners holding at least 50% of the voting power in the Condominium Association. Special Assessments-Condo may be amortized for up to a twelve-year period, provided that the capital improvement work commences within one year of the initial vote approving the Special Assessments-Condo. Upon the sale or transfer of any Condominium Unit, that Condominium Unit's pro-rata share of the outstanding balance of a Special Assessment-Condo shall be paid in full at closing or transfer.

6.6 **Special Assessments--Condo.** The Condo Board may levy Special Assessments-Condo against one or more specific Condominium Owners for expenses related to that Condominium Owner or those Condominium Owners' Condominium Units. Special Assessments-Condo may also be levied to remedy any violation of this Second Supplement, subject to prior notice to the Condominium Owner(s) and at least a 30-day opportunity to cure.

6.7 **Capital Reserve Account.** The Condo Board shall prepare and review at least once every 5 years a reserve budget for the Common Elements and other assets of the Condominium Association. The budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Condo Board may include in the Common Condo Expenses budget, as appropriate, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect to both amount and timing by annual contributions over the budget period.

6.8 **Rate of Assessment.** Base and Special Assessments-Condo will be allocated among the Condominium Owners in accordance with their Condominium Unit's Assessment Percentage as set forth in **Exhibit A**. These assessments may be collected on a monthly, quarterly, or annual basis.

6.9 **Establishment of Assessment Due Dates; Estoppel Certificate.** No Base or Special Assessment-Condo shall be due until at least 30 days after approval. Notice of the Base or Special Assessments-Condo shall be sent to every Condominium Owner. The due dates shall be established by the Condo Board. The Condominium Association shall, upon demand, and for a nominal charge, furnish an estoppel certificate signed by an officer of the Condominium Association setting forth whether the Condo Assessments on a specified Condominium Unit have been paid.

6.10 **Effect of Nonpayment of Assessments; Remedies of the Association.** Any Condo Assessments or fine not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. Additionally, if a Condominium Owner fails to pay a Condo Assessment within 60 days after it is due, the Board shall send notice of such delinquency to the delinquent Condominium Owner and the Condominium Owner's mortgagee and guarantor of the Condominium Owner's mortgage, if any, at the address provided in available public records, and, in its sole discretion, may choose to sue a Condominium Owner to recover the amount owed or may foreclose a lien against the Condominium Unit to recover the amount owed. The Condo Board's failure or delay in sending the delinquency notice described in this section shall in no way act as a waiver to the Condo Board's available remedies, nor shall it waive, extend or modify a Condominium Owner's obligation to pay required Condo Assessments. Moreover, in sending this delinquency notice, the Condo Board is entitled to rely on public information in the Teton County, Wyoming Clerk's records to determine the appropriate mortgagee and guarantor, and contact information for the same. No Condominium Owner may waive or otherwise escape liability for Condo Assessments by non-use of the Common Elements or abandonment of his/her Condominium Unit.

6.11 **Subordination of the Lien to Mortgages.** Liens of Condo Assessments and Costs are subordinate to the lien of any mortgage recorded prior to the lien. The sale or transfer of any Condominium Unit shall not affect the assessment lien unless it is extinguished in foreclosure.

6.12 **Foreclosure.** In the event of foreclosure by a mortgagee of a mortgage recorded prior to a Condominium Association held lien, the purchaser at a foreclosure sale shall be liable for Condo Assessments accrued from the date of the foreclosure sale.

Article VII--Maintenance Responsibilities

7.1 **Exterior Maintenance of Building and Condominium Units.** The Association shall be responsible for all exterior maintenance of the Condominium Unit as set forth in the Declaration, Sections 5.1 and 7.2(b). Condominium Owners shall be responsible for exterior glass and window cleaning, replacement and repair.

7.2 **Utilities; Common Utilities.** Any utility services or other types of elements which are utilized in common, such as but not limited to, sewer or water lines, shall be maintained, repaired and replaced, as needed, by the Association in accordance with Section 7.2(b) of the Declaration. Condominium Owners are responsible for the maintenance, repair and replacement of any utilities which serve only their Condominium Unit.

7.3 **LCE-Foundation; LCE-Basement.** The Condominium Association shall be responsible for maintaining, repairing and replacing LCE-Foundation and LCE-Basement and expenses for such work will be charged to the Condominium Owner(s) with exclusive use of that or those particular LCE-Foundation(s) or LCE-Basement(s).

7.4 **Condominium Owner Responsibility.** Each Condominium Owner shall maintain, repair and replace, at such Owner's expense, all portions of their Condominium Unit, excluding exterior maintenance of the Condominium Unit (which is an obligation of the Association as provided herein and in the Declaration), but including all exterior windows and other glass surfaces, and internal installations such as appliances, heating, plumbing, electrical and air conditions fixture, and any other utility service facilities located within the boundaries of their Condominium Unit which solely serve their Condominium Unit. If any Condominium Owner fails to maintain, repair and/or replace the items that it is obligated to maintain, repair and replace, the Declarant, the Association and/or the Condominium Association shall be authorized, after providing fifteen (15) days' notice to the Condominium Owner, to enter upon the Condominium Unit or the Limited Common Element to cure such failure and to assess all costs incurred against the Condominium Unit and the Condominium Owner thereof.

Article IX—General Provisions

8.1 **Effect on Declaration.** Except as expressly amended or modified by this Second Supplement, the Declaration, as it has been amended and supplemented, remains in full force and effect, unchanged. Capitalized terms not defined herein shall be construed in accordance with their definitions set forth in the Declaration.

8.2 **Condo Bylaws.** The Condo Board shall have the right to adopt Condo Bylaws to govern affairs of the Condominium Association as a corporation. Nothing in the Bylaws may contravene the terms of this Second Supplement.

8.3 **Rules and Regulations.** The Condo Board may adopt Rules and Regulations governing the use of the Condominium Property. The Rules and Regulations may also provide for the imposition of fines for violations of the Governing Instruments but may not contravene the terms of this Second Supplement.

8.4 **Violations, Enforcement and Costs.** The Condo Board or any Condominium Owner may take judicial action against any Condominium Owner to enforce compliance with this Second Supplement, the Condo Bylaws and any promulgated Rules and Regulations or to obtain damages for noncompliance therewith. The prevailing party in such action shall be entitled to recover its incurred costs, including reasonable attorneys' fees.

8.5 **Indemnification.** Members of the Condo Board shall have no individual liability. The Condominium Association shall indemnify the officers and Condo Board, their agents, successors and assigns, from all claims, suits, action, or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Condominium Property, or arising out of the enforcement of this Second Supplement. The indemnification is valid only if the officer or director in question acted in good faith and did not violate their mandated duties.

8.6 **Joint and Several Liability.** In the case of joint ownership of a Condominium Unit, each of the Condominium Owners shall be jointly and severally liable for the obligations imposed by this Second Supplement.

8.7 **Severability.** Invalidation of any portion of this Second Supplement by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

8.8 **Headings.** Article and Section headings contained herein are for informational purposes only and shall not control or affect the meaning or construction of any of the provisions hereof.

8.9 **Amendment.** This Second Supplement may be amended by an instrument signed and acknowledged by at least 3 Condominium Owners. If any amendment will have a material adverse impact on the interests of mortgagees who hold mortgages on any Condominium Unit(s) within the Property, such amendment must also be approved by at least 51% of the mortgagees who hold mortgages on impacted Condominium Unit(s) within the Property. Mortgagee approval shall be deemed granted if a mortgagee fails to respond to any written proposal for an amendment within 60 days of receipt if notice of the amendment proposal is provided to mortgagee as described in Section 8.11 (Notice to Mortgagees). Any amendment to this Second Supplement must be recorded with the Teton County, Wyoming Clerk.

8.10 **Governing Law.** This Second Supplement shall be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any lawsuit brought under this Second Supplement shall lie exclusively in the 9th Judicial District, Teton County, Wyoming.

8.11 **Notice to Mortgagees.** The Condominium Association shall timely notify Condominium Owners of any condemnation proceedings against the Condominium Property, casualty, or lapse, cancellation or material modification of any insurance policy maintained by the Association or the Condominium Association for the Condominium Property. If a Condominium Owner's Unit is encumbered by a mortgage, the Condominium Owner shall timely provide its mortgagee with any notices received from the Association or Condominium Association regarding condemnation proceedings, casualty, or lapse, cancellation or material modification of any insurance policy maintained by the Association or the

Condominium Association for the Condominium Property. For any notice required to be provided to a mortgagee or guarantor of a mortgage on any Condominium Unit herein, notice shall be deemed sufficient if sent by certified or registered mail, with a return receipt requested at the address provided in a recorded mortgage instrument, or at any other address provided to the Association, Condominium Association or an Owner in writing by mortgagee or guarantor for notice purposes.

The undersigned Declarant has executed this Second Supplement as of the date below.

DECLARANT:

KOJAK, LLC

Stephen Dynia, Manager

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Stephen Dynia for Kojak, LLC, and known to me, or proven by satisfactory evidence, to be the Manager of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

Notary Public

Exhibit A

Unit Number	Ownership % of Common Elements	Votes
1	20% <small>[JA2]</small>	1
2	20%	1
3	20%	1
4	20%	1
5	20%	1

<p>CERTIFICATE OF SURVEYOR</p> <p>State of Wyoming) ss County of Teton) ss</p> <p>I, Lucas D. Rudolph, of Victor, Idaho hereby certify, to the best of my knowledge, information, and belief:</p> <p>That by authority of the owners I have subdivided the lands shown on this plat for condominium ownership to be known as METRO PLATEAU THIRD ADDITION TO THE TOWN OF JACKSON:</p> <p>that the lands of this subdivision are identical with and described as:</p> <p>Lot 9 of Metro Plateau Addition to the Town of Jackson, Plat No. 1279, a subdivision of record in the Office of the Teton County Clerk and located in the S1/2 NE 1/4 of Section 32, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming</p> <p>Containing 0.14 acres, more or less, and subject to easements, rights-of-way, reservations, and restrictions, of sight and/or of record.</p> <p>That this plat was made from the notes of surveys made by me, or under my direction, and from records in the Office of the Teton County Clerk;</p> <p>that all dimensions and areas are correctly shown;</p> <p>Lucas D. Rudolph, Wyoming Professional Land Surveyor 15442</p> <p>The foregoing instrument was acknowledged before me by Lucas D. Rudolph this _____ day of _____, 2021. Witness my hand and official seal.</p> <p>Notary Public My commission expires:_____</p>		<p>CERTIFICATE OF OWNER</p> <p>State of Wyoming) ss County of Teton) ss</p> <p>The undersigned owner and proprietor of the lands described in the Certificate of Surveyor and shown hereon hereby certifies:</p> <p>that the foregoing subdivision and the survey and measure of the lands and common areas as shown hereon is with the free consent and in accordance with the desires of the undersigned owner and proprietor;</p> <p>that the name of the subdivision shall be METRO PLATEAU THIRD ADDITION TO THE TOWN OF JACKSON;</p> <p>that this subdivision is subject to the terms and conditions of the Final Development Plan Amendment, Item P09-061, approved by the Jackson Town Council on 6 October 2009 and the amendment to the Final Development Plan item P11-006, approved by the Jackson Town Council on 7 September 2011 and subsequent amendments thereto;</p> <p>that this subdivision is subject to that Declaration of Covenants, Conditions, and Restrictions for Metro Plateau Addition to the Town of Jackson as recorded in Book 744, pages 624-654 and to that First Amendment to Declaration of Covenants, Conditions and Restrictions as recorded in Book 782, Pages 452-453, and to that Supplemental Declaration and Second Amendment to Declaration of Covenants, Conditions and Restrictions, as recorded in Book 782, Pages 715-718 and modified in Book 800, page 715 and to that Declaration of Condominium be filed concurrently with this Plat;</p> <p>that that 30 foot wide utility easement as recorded in Book 403 of Photo, page 969 to 973, records of Teton County is appurtenant to this subdivision;</p> <p>that this subdivision is subject to all matters as delineated on Metro Plateau addition to the Town of Jackson, recorded as Plat No. 1279;</p> <p>that access to this subdivision is from Wyoming State Highway No. 22 thru that 30 foot wide access easement as recorded in Book 734 of Photo, page 715-724, records of Teton County;</p> <p>that ownership of a condominium unit of this subdivision shall consist of a fee simple estate in an individual air space unit of this subdivision together with an undivided fee simple interest in the common elements of this subdivision. The percentage of undivided interest in said common elements shall be that computed for each unit and listed in Said Declaration of Condominium and shall be amended from time to time. Ownership of a condominium unit of this subdivision shall also include appurtenant memberships in the Metro Plateau Homeowners Association;</p> <p>that Lot 9 of Metro Plateau Addition to the Town of Jackson, Plat No. 1279, as recorded in the Office of the Teton County Clerk, is hereby vacated in accordance with the Town of Jackson Land Development Regulations, Article 8, Division B.5 and Sections 34-12-106 through 110, Wyoming Statutes, 1977, as amended, and the Clerk is respectfully requested to write "vacated" across said lots, they being reconfigured as shown herein;</p> <p>that Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river to persons living on the bank of the stream or river;</p> <p>that all rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released;</p> <p>that this subdivision is subject to rights-of-way, easements, restrictions, reservations, and conditions, of sight and of record, including but not limited to those shown hereon.</p> <p>KOJAK, LLC, a Wyoming limited liability company</p> <p>BY SEPARATE AFFIDAVIT By: Stephen Dynia as Manager</p> <p>The foregoing instrument was acknowledged before me by Hailey Morton Levinson, Mayor, this _____ day of _____, 2021. Witness my hand and official seal.</p> <p>Notary Public My commission expires:_____</p>	<p>THIS SUBDIVISION</p> <p>VICINITY MAP PART OF SECTION 32 T41N, R116W, 6th P.M. Teton County, WY scale: 1" 300'</p> <p>TOTAL ACREAGE: 0.14 ACRES (6,079 sf) BUILDING FOOTPRINT IS THE SAME AS LOT 9</p> <p>NUMBER OF CONDOMINIUM UNITS: 5</p> <p>SQUARE FOOTAGE OF CONDOMINIUM UNITS:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>UNIT 1:</td> <td>4,137 sq. ft.</td> </tr> <tr> <td>UNIT 2:</td> <td>1,580 sq. ft.</td> </tr> <tr> <td>UNIT 3:</td> <td>1,850 sq. ft.</td> </tr> <tr> <td>UNIT 4:</td> <td>1,936 sq. ft.</td> </tr> <tr> <td>UNIT 5:</td> <td>1,820 sq. ft.</td> </tr> </table> <p>THIS SUBDIVISION IS CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS. ONSITE WATER AND SEWER SYSTEMS SHALL BE PRIVATELY OWNED AND MAINTAINED.</p> <p>THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISIONS, EXCEPT AS PERMITTED BY THE TOWN OF JACKSON.</p> <p>NO PUBLIC MAINTENANCE OF STREETS OR ROADS.</p> <p>SELLER DOES NOT WARRANT TO PURCHASER THAT HE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION.</p> <p>WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER TO PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER.</p> <p>THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.</p> <p>THE PROPERTY IS LOCATED IN SEISMIC ZONE 3 FAULT LINE, THIS FAULT LINE NO LONGER EXISTS PER TETON COUNTY/TOWN OF JACKSON CURRENT BUILDING COD</p> <p>METRO PLATEAU THIRD addition to the Town of Jackson a condominium subdivision of Lot 9 of Metro Plateau addition to the Town of Jackson, Plat no. 1279 located within a portion of the S1/2NE1/4 of Section 32, T41N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming</p>	UNIT 1:	4,137 sq. ft.	UNIT 2:	1,580 sq. ft.	UNIT 3:	1,850 sq. ft.	UNIT 4:	1,936 sq. ft.	UNIT 5:	1,820 sq. ft.
UNIT 1:	4,137 sq. ft.												
UNIT 2:	1,580 sq. ft.												
UNIT 3:	1,850 sq. ft.												
UNIT 4:	1,936 sq. ft.												
UNIT 5:	1,820 sq. ft.												
<p>DRAWING NO 1 OF 4</p> <p>JOB NO 20-391-01</p>	<p>JOB TITLE METRO PLATEAU THIRD FILING</p> <p>TO THE TOWN OF JACKSON</p>	<p>DRAWING TITLE CERTIFICATE SHEET</p>											
<p>NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087</p>													

PLOTTED BY: karichner DWG FORMATTED: 2300
Drawing 203911 SITE PLAN DWG 04 SITE PLAN DWG 203911 SITE PLAN DWG 04
Condo Plat Surveying\4 Drawing 203911 SITE PLAN DWG 04 SITE PLAN DWG 203911 SITE PLAN DWG 04
S:\Pro\j2020\391-01 (Lot 9, Metro Plates - Dynia - Condo Plat Surveying\4 Drawing 203911 SITE PLAN DWG 04 SITE PLAN DWG 04

Metro Plateau
Plat no. 1279
NOT A PART OF
THIS
SUBDIVISION)

BLUFFS DEVELOPMENT GROUP LLC
LOT 1
CRYSTAL VALLEY ADDITION
PLAT NO. 1051

N 89°51'47" W, 394.59'

N 89°54'08" W, 121.58' BASIS OF BEARING

BASIS OF ELEVATION

LOT 9
Metro Plateau
Plat no. 1279
0.14 ACRES

S 89°54'08" E, 121.58'

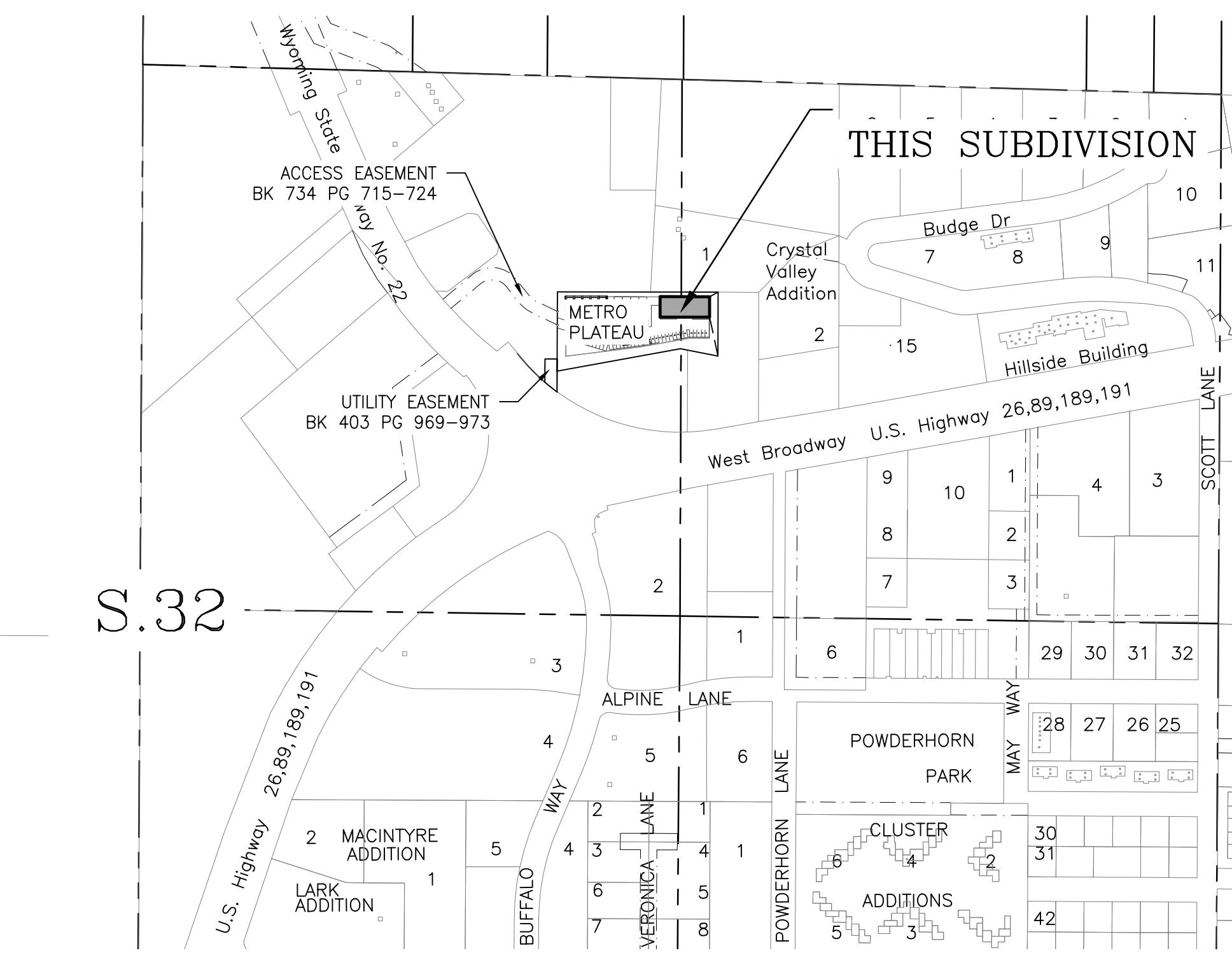
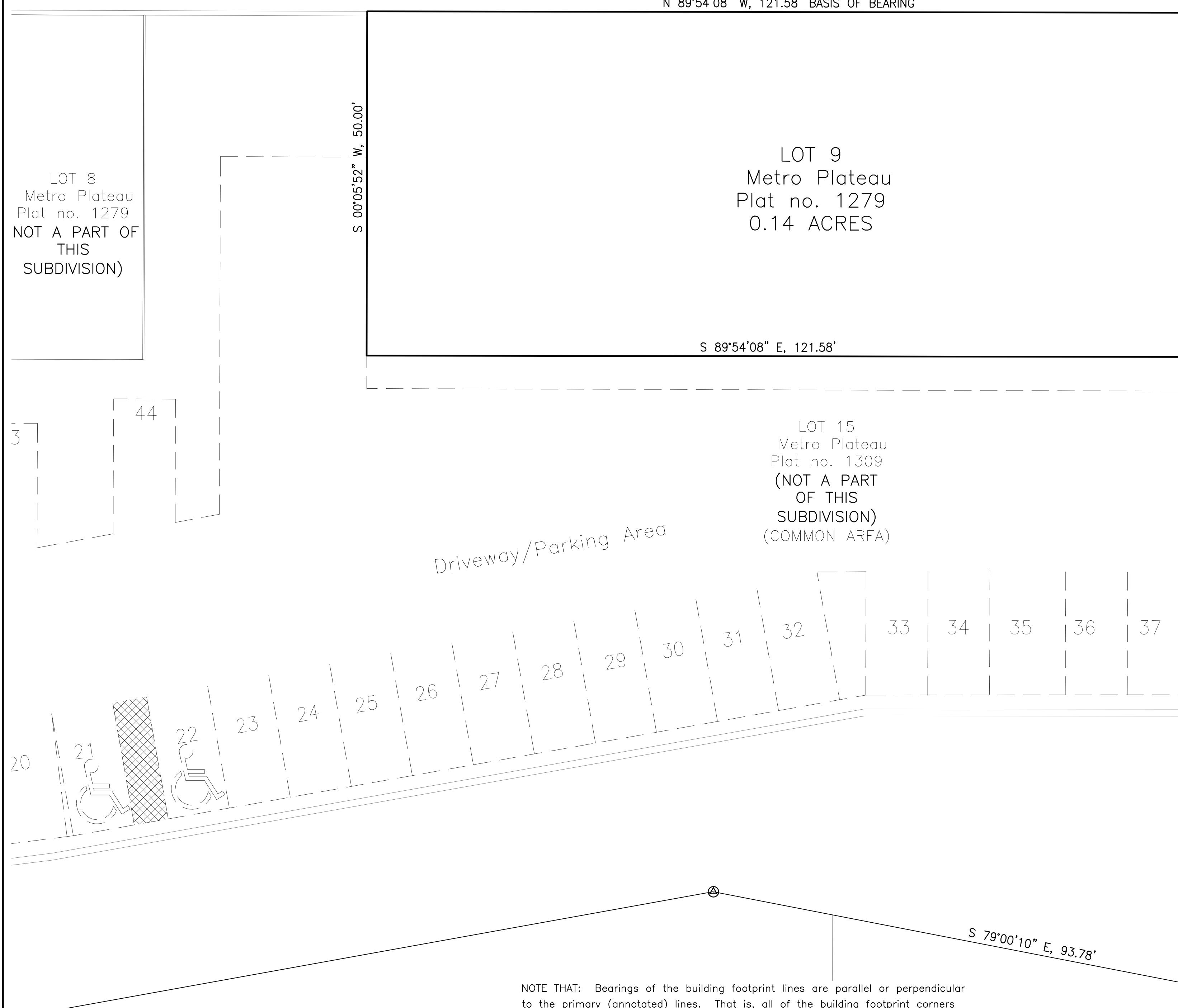
LOT 15
Metro Plateau
Plat no. 1309
**(NOT A PART
OF THIS
SUBDIVISION)**
(COMMON AREA)

HANSEN & HANSEN LLP
774P944-945

ay/Parking Area

NOTE THAT: Bearings of the building footprint lines are parallel or perpendicular to the primary (annotated) lines. That is, all of the building footprint corners are right angles **EXCEPT WHERE SHOWN OTHERWISE**

Vertical datum based on NAVD88 (geoid12b), project benchmark el. 6220.98' being the NW lot corner of Lot 15, Metro Plateau, Plat No. 1279 = derived from network gps observations



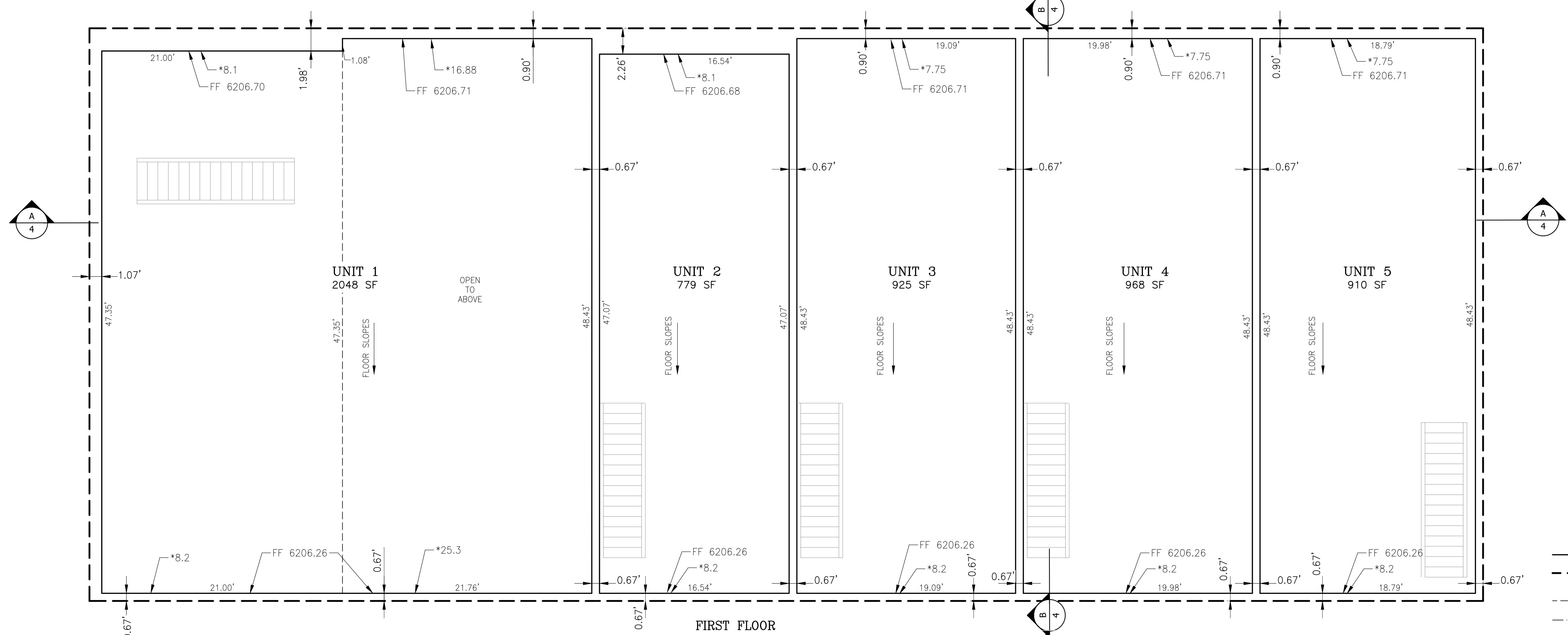
METRO PLATEAU THIRD

addition
to the Town of Jackson
a condominium subdivision of
Lots 9
of Metro Plateau addition
to the Town of Jackson,
Plat no. 1279

located within
a portion of the
S1/2NE1/4 of Section 32,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming.

NELSON ENGINEERING		JOB TITLE 20F4	DRAWING NO 20-391-01	JOB TITLE METRO PLATEAU THIRD FILING TO THE TOWN OF JACKSON	DRAWING TITLE SITE PLAN	DATE 4/01/2021	REV. NE
SURVEYED	ENGINEERED						
DRAWN	DRAWN	SK	SK	SK	SK	SK	SK
CHECKED	CHECKED	LR	LR	LR	LR	LR	LR
APPROVED	APPROVED	LR	LR	LR	LR	LR	LR

P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

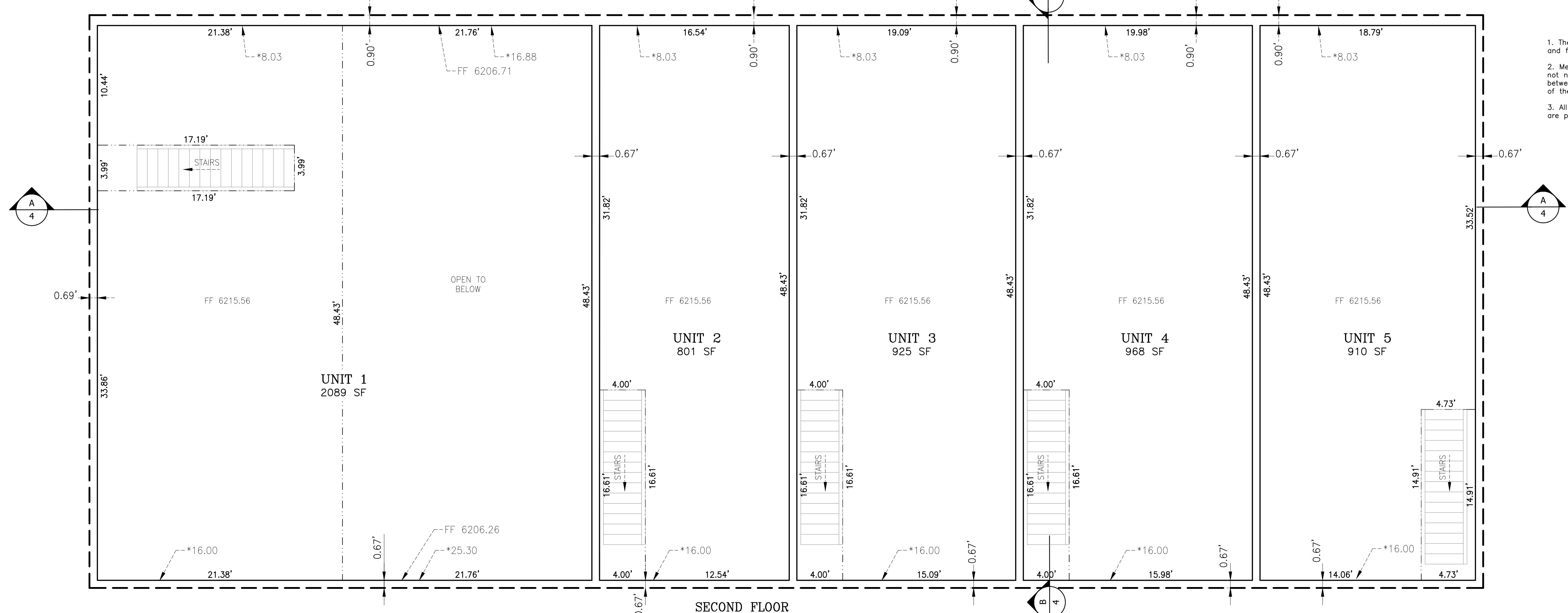


- = Unit Boundary/Wall Line
- — — — = Building foundation/lot line as shown on Sheet 2 of this plat
- — — — — = Change in ceiling height
- — — — — = Change in Floor Elevation
- *7.75 = Ceiling height above floor elevation
- FF 6206.26 = Finish Floor Elevation

NOTES:
plan views and sections were prepared from architectural plans
from actual measurements.

urement tolerances are for the purpose of correlation and are necessarily the building tolerances. In the event of discrepancies in measurements and the constructed building, the physical location walls, ceilings, and floors comprise the unit boundaries.

areas not included within the delineated Air-space Unit boundaries
of the above, and the following subdivisions:



<div[](https://i.imgur.com/3Q3hXuL.png)

addition
to the Town of Jackson
condominium subdivision of
Lots 9
of Metro Plateau addition
to the Town of Jackson,
Plat no. 1279

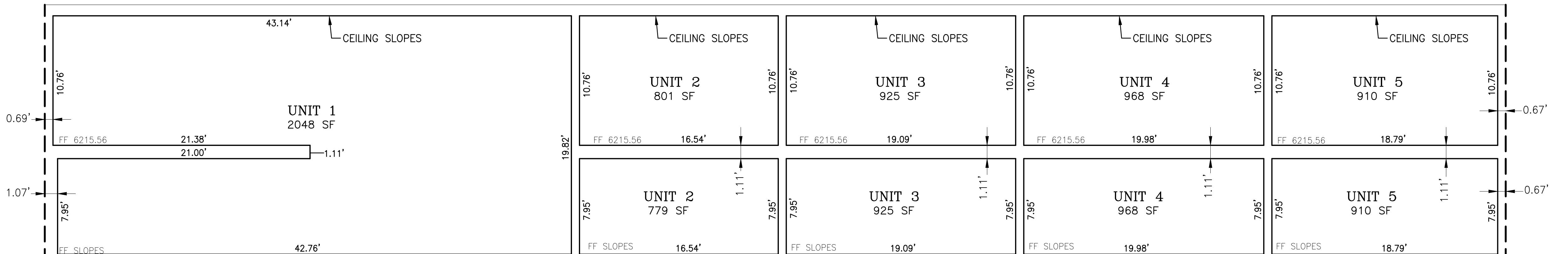
located within
a portion of the
S1/2NE1/4 of Section 32,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING NO	JOB TITLE
3 OF 4	METRO PLATEAU THIRD FILING
JOB NO	TO THE TOWN OF JACKSON
	20-391-01

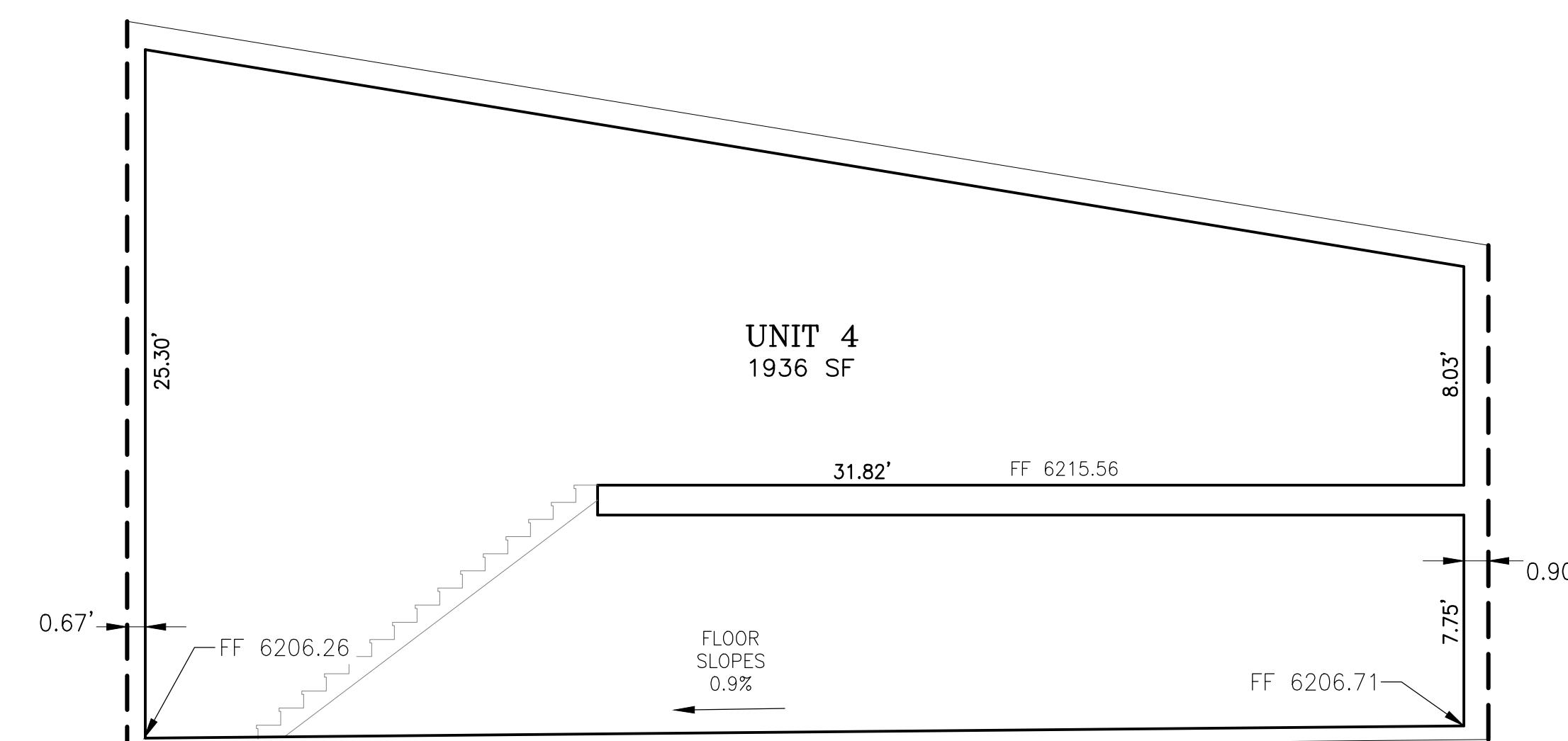
NEILSON ENGINEERING

NEILSON ENGINEERING

DATE	4/01/2021	REV.
SURVEYED	NE	
ENGINEERED	NA	
DRAWN	SK	
CHECKED	LR	
APPROVED	IB	



SECTION A



SECTION B

A horizontal number line with tick marks at integer intervals from 0 to 10. The tick marks are small horizontal lines extending slightly above the baseline.

METRO PLATEAU THIRD

addition
to the Town of Jackson
condominium subdivision of
Lots 9
of Metro Plateau addition
to the Town of Jackson,
Plat no. 1279

located within
a portion of the
1/2NE1/4 of Section 32,
T41N, R116W, 6th P.M.,
Town of Jackson,
eton County, Wyoming

DRAWING NO		JOB TITLE		DRAWING TITLE	
4 OF 4		METRO PLATEAU THIRD FILING		SECTION VIEWS	
JOB NO		TO THE TOWN OF JACKSON		200-391-01	
				P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	
				APPROVED LR	
				CHECKED LR	
				DRAWN SK	
				ENGINEERED NA	
				SURVEYED NE	
				DATE 4/01/2021	
				REV.	