



# 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

|  |  |
|--|--|
| <p>Date: June 21, 2021</p> <hr/> <p>Item #: P21-157</p> <hr/> <p>Planner: Tyler Valentine</p> <p>Phone: 733-0440 ext. 1305</p> <p>Email: tvalentine@jacksonwy.gov</p> <hr/> <p><b>Owner:</b><br/>Bluffs Development<br/>PO Box 551<br/>Jackson, WY 83001</p> <p><b>Applicant:</b><br/>Jorgensen Associates<br/>PO Box 9550<br/>Jackson, WY 83002</p> | <p style="text-align: center;"><b>REQUESTS:</b></p> <p>The applicant is submitting a Subdivision Plat for the property located at 984 Budge Dr., Legally known as LOT 1, CRYSTAL VALLEY ADDITION, PIDN 22-41-16-32-1-07-001</p> <p>For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.</p> |
| <p><b>Please respond by:    July 5, 2021 (Sufficiency)</b><br/> <b>                                 July 12, 2021 (with Comments)</b></p>  |  |

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



# JORGENSEN

It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201  
Jackson, WY 83002  
PH: 307.733.5150  
[www.jorgeng.com](http://www.jorgeng.com)

August 18, 2020

Tyler Valentine  
Town of Jackson Planning Department  
P.O. Box 1687  
150 E. Pearl Avenue  
Jackson, Wyoming 83001

**RE: Subdivision Plat (S/D) for Planned Development – Bluffs (P20-009)**

Dear Tyler Valentine,

Attached for sufficiency review, please find one copy of the Subdivision Plat Application for The Bluffs located at Lot 1 Crystal Valley Subdivision, Plat No. 1051, PT. S1/2NE1/4 SEC. 32, TWP. 41, RNG. 116 (Bluffs Development) that we are submitting on behalf of Bluffs Development, LLC. This property is not located near any known fault lines. Copies of this submittal will also be sent to you electronically.

For processing, please find enclosed the following items:

- Findings for Approval
- Planning Permit Application
- Deed and Letter of Authorization
- Evidence of Notice of Intent
- Title Report
- Draft declaration of Covenants, Conditions, and Restrictions (CCRs)
- Draft Exhibit to accompany CCRs
- Draft Plat Map
- Check in the amount of \$1,202 for application fees

Once we receive a sufficiency determination, we will provide any updates you request to the application in electronic format, and/or hard copies as requested in the number and type you would like for distribution to review agencies. Please call if you have any questions, or if you require additional information at this time. Thank you for your assistance.

Sincerely,

JORGENSEN ASSOCIATES, INC.

Brendan Schulte  
Senior Project Manager



## Narrative: Subdivision Plat (S/D) for the Bluffs

### Subdivision Summary

This Subdivision Plat (S/D) application is for the Bluffs. Owned by the Bluffs Development Group, LLC (Applicant). DEV/CUP2020-009 & 010 was approved by Town of Jackson Town Council on July 20, 2020 for 5 single family lots.

### A. FINDINGS FOR APPROVAL

Division 8.5.3 Subdivision Plat Findings for Approval

**1. *Is in substantial conformance with an approved development plan or development option plan.***

**Complies.** This Subdivision Plat is in substantial conformance to the above referenced Development Plan for 5 single-family lots as approved by the Town Council on July 20, 2020.

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

**Complies.** This Subdivision Plat complies with all the standards required by Division 8.5.3 of the Town of Jackson Land Development Regulations (LDRs).

**3. *Complies with the subdivision standards of Division 7.2.***

**Complies.** This Subdivision Plat complies with the development standards required by Division 7.2 Subdivision Standards of the LDRs, such as requirement for: new roads; water and sewer infrastructure; utilities; parks; and other physical improvements necessary to safely serve newly subdivided property to minimize impacts on existing community services and infrastructure. This Subdivision Plat reflects the guidance of the Applicant's Design Team, Jorgensen, the ToJ Staff and acceptance by Town Council.

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

**Complies.** This Subdivision Plat is in compliance with all relevant standards of the LDRs and Town Ordinances; it is important to note that this Plat has benefited from a public review at a sufficient level of detail to determine compliance with these LDRs prior to preparation of Plat documents.

### B. GENERAL INFORMATION

**Title Report** – Complete Title Report is included in this application.

### C. INITIAL SUBMITTAL

This is a new Subdivision Plat.

**1. Draft Plat Map** – A draft Subdivision Plat has been prepared the information required by state statute and Section 8.5.3 of the LDRs.

2. **Notice of Intent** – Applicant has published “Notice of Intent to Subdivide” in the Jackson Hole News and Guide, once each week for 2 weeks within 30 calendar days prior to filing this application, pursuant to Wyoming statutes as amended. Evidence of Notice of Intent is included with this application.
3. **Subdivision Improvement Agreement** – A Subdivision Improvement Agreement is currently not required. We have inquired with legal to confirm.
4. **Documents to be Recorded** – Applicant has included draft copies of the following document to be recorded concurrently with this application:
  - a. Declaration of Covenants, Conditions and Restrictions.
  - b. Access and Utility Easement Agreement.





**PLANNING PERMIT APPLICATION**  
**Planning & Building Department**

150 E Pearl Ave. | ph: (307) 733-0440  
P.O. Box 1687 | [www.townofjackson.com](http://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: The Bluffs (P20-009 & 010)  
Physical Address: 984 Budge Drive, Jackson, Wyoming  
Lot, Subdivision: Lot 1, Crystal Valley Addition, Plat No. 1051 PIDN: 22-41-16-32-1-07-001

**PROPERTY OWNER.**

Name: Bluffs Development Group, LLC Phone: \_\_\_\_\_  
Mailing Address: P.O. Box 551, Jackson, Wyoming ZIP: 83001  
E-mail: \_\_\_\_\_

**APPLICANT/AGENT.**

Name: Jorgensen Associates, Inc. Phone: 307-733-5150  
Mailing Address: P.O. Box 9550, Jackson, Wyoming ZIP: 83002  
E-mail: bschulte@jorgeng.com attn: Brendan Schulte

**DESIGNATED PRIMARY CONTACT.**

\_\_\_\_ Property Owner ☒ Applicant/Agent

**TYPE OF APPLICATION.** Please check all that apply; review the type of application at [www.townofjackson/200/Planning](http://www.townofjackson/200/Planning)

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

**PRE-SUBMITTAL STEPS.** To see if pre-submittal steps apply to you, go to [www.townofjackson.com/200/Planning](http://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 #: | <u>P18-276</u>           | Environmental Analysis #:     | <u>Not Applicable</u> |
| Original Permit #:            | <u>P20-009 &amp; 010</u> | Date of Neighborhood Meeting: | <u>Not Applicable</u> |

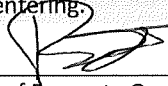
**SUBMITTAL REQUIREMENTS.** Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning)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

Have you attached the following?

- X **Application Fee.** Fees are cumulative. Go to [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) and select the relevant application type for the fees.
- X **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](http://www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF).
- X **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](http://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

Brendan Schulte

\_\_\_\_\_  
Name Printed

6/18/21  
\_\_\_\_\_  
Date

Senior Project Manager

\_\_\_\_\_  
Title



*First American Title  
Insurance Company*

**WARRANTY DEED**

Jody R. Burkes and Linda S. Burkes, duly acting as Trustees of the Amended and Restated Burkes Family Trust created u/t/a dated January 1, 2014, of Teton County, Wyoming, GRANTORS, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY AND WARRANT unto **Bluffs Development Group, LLC**, a Wyoming limited liability company, P.O. Box 551, Jackson, Wyoming 83001, GRANTEE, the following-described property situated in the County of Teton, State of Wyoming, to-wit:

**Lot 1 of Crystal Valley Addition to the Town of Jackson, Teton County, Wyoming, according to Plat No. 1051 recorded June 24, 2002 with the Clerk of Teton County, Wyoming,**

*Parcel Identification No. 22-41-16-32-1-07-001*


including and together with all and singular the tenements, hereditaments, appurtenances and improvements or thereunto belonging and any rights of grantor to minerals thereunder, but subject to taxes, assessments, covenants, restrictions, reservations, easements and rights-of-way of sight and/or record,

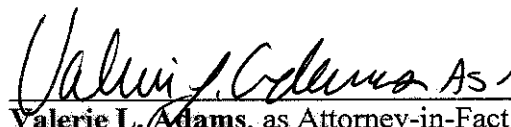
hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, for purposes of this conveyance.

WITNESS the due execution and delivery of this instrument effective as of the 16th day of June, 2017.

|            |                                     |
|------------|-------------------------------------|
| Released   | <input checked="" type="checkbox"/> |
| Indexed    | <input checked="" type="checkbox"/> |
| Abstracted | <input checked="" type="checkbox"/> |
| Scanned    | <input checked="" type="checkbox"/> |

GRANTOR: BURKES, JODY R ET AL TRUSTEE  
GRANTEE: BLUFFS DEVELOPMENT GROUP LLC  
Doc 0929996 bk 947 pg 488-489 Filed At 14:58 ON 06/19/17  
Sherry L. Daigle Teton County Clerk fees: 15.00  
By Mary Smith Deputy

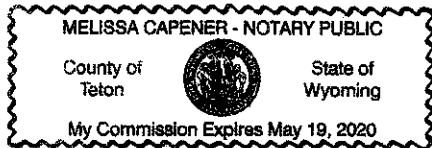
  
Jody R. Burkes, Trustee of the Amended  
and Restated Burkes Family Trust u/t/a  
dated 1/1/2014

  
Valerie L. Adams, as Attorney-in-Fact  
for Linda S. Burkes, Trustee of the Amended  
and Restated Burkes Family Trust u/t/a  
dated 1/1/2014

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF TETON                    )

The foregoing instrument was acknowledged before me by **Jody R. Burkes, duly acting as Trustee of the Amended and Restated Burkes Family Trust u/t/a dated January 1, 2014**, this 14<sup>th</sup> day of June, 2017.

WITNESS my hand and official seal.



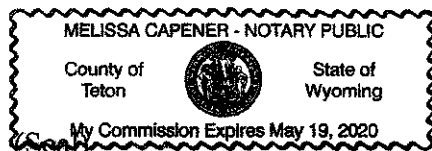
(Seal)

Melissa Capener  
Notary Public  
My Commission Expires: 5/19/20

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF TETON                    )

The foregoing instrument was acknowledged before me by **Valerie L. Adams, duly acting as Attorney-in-Fact for Linda S. Burkes, Trustee of the Amended and Restated Burkes Family Trust u/t/a dated January 1, 2014**, this 14<sup>th</sup> day of June, 2017.

WITNESS my hand and official seal.



(Seal)

Melissa Capener  
Notary Public  
My Commission Expires: 5/19/20



## LETTER OF AUTHORIZATION

Bluffs Development Group, LLC

, "Owner" whose address is:

PO Box 551, Jackson WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Bluffs Development Group, LLC

, as the owner of property

more specifically legally described as: LOT 1, Crystal Valley Addition

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, P.C.

as

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

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

OWNER:

*[Signature]*

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: MANAGER

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

STATE OF Wyoming

)  
)SS.

COUNTY OF Teton

)

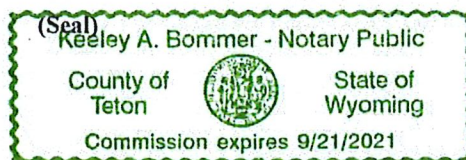
The foregoing instrument was acknowledged before me by STEFAN FODOR this 7<sup>th</sup> day of MARCH, 20018

WITNESS my hand and official seal.

*[Signature]*

(Notary Public)

My commission expires:





**Jackson Hole News & Guide**  
PROOF OF PUBLICATION

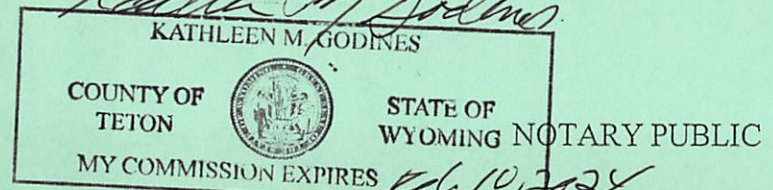
COUNTY OF TETON  
THE STATE OF WYOMING

**Kevin Olson**

Being duly sworn, deposes and says that he is the Publisher of the JACKSON HOLE NEWS & GUIDE, weekly newspaper published in Jackson in said county and state, and that the annexed Notice was published in 2 consecutive issues of said newspaper and not in a supplement, the first publication thereof being on June 9, 2021.

*Kevin Olson*  
Subscribed in my presence and sworn to before me this

18 Day of June, 2021.



Fee for publication \$ 100.50 Charge to the following:

Account No: 44638 Name: Fodor Law Office

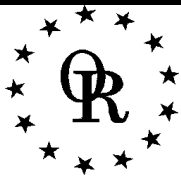
Address: PO Box 551 Jackson WY 83001



# NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Wyoming Statutes § 18-5-306, Bluffs Development Group, LLC intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 5 lots. The property is approximately 1.47 acres and has an address of 984 Budge Drive, Jackson, WY. The property is legally described as Lot 1 of the Crystal Valley Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded June 24, 2002 as Plat No. 1051, being a portion of the S1/2 of the NE1/4 of Section 32, T41N, R116W, 6th P.M., Jackson, Teton County, Wyoming. The parcel identification number is 22-41-16-32-1-07-001. The name of the proposed subdivision is Bluffs First Addition to the Town of Jackson.  
**Publish: 06/09, 06/16/21**





**Guarantee**

**SG 08013328**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company  
**GUARANTEES**

the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued through the Office of:

Jackson Hole Title & Escrow

Authorized Signature

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

*A Stock Company*

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By

President

Attest

Secretary

---

## **GUARANTEE CONDITIONS AND STIPULATIONS**

### **1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

### **2. Exclusions from Coverage of this Guarantee.**

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

### **3. Notice of Claim to be Given by Assured Claimant.**

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

### **4. No Duty to Defend or Prosecute.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### **5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title

to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

## **6. Proof of Loss or Damage.**

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

## **7. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.  
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.



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Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.  
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

## **8. Determination and Extent of Liability.**

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

## **9. Limitation of Liability.**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

## **10. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

## **11. Payment of Loss.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

## **12. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

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The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

### **13. Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### **14. Liability Limited to this Guarantee; Guarantee Entire Contract.**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### **15. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## Full Recorded Owner Guarantee - Wyoming

### Schedule A

| File No.  | Liability  | Fee      | Reference | Guarantee No.      |
|-----------|------------|----------|-----------|--------------------|
| 916833JAC | \$1,000.00 | \$250.00 |           | <b>SG</b> 08013328 |

1. Name of Assured: Jorgensen
2. Date of Guarantee: July 23, 2020 at 7:30 A.M.
3. The estate or interest in the land hereinafter described is: Fee Simple.
4. Title to said or estate or interest at the Date hereof is vested in:  
[Bluffs Developement Group, LLC, a Wyoming limited liability company](#)
5. The land referred to in this Guarantee is situated in the County of Teton, State of Wyoming and is described as follows:

**Lot 1 of Crystal Valley Addition to the Town of Jackson, Teton County, Wyoming, according to [Plat No. 1051](#), recorded June 24, 2002 with the Clerk of Teton County, Wyoming.**



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**Full Recorded Owner Guarantee - Wyoming**

**Schedule B-I Exceptions/Recorded Documents**

| File No.  | Liability  | Fee      | Reference | Guarantee No.      |
|-----------|------------|----------|-----------|--------------------|
| 916833JAC | \$1,000.00 | \$250.00 |           | <b>SG</b> 08013328 |

As of the Date of this Guarantee, the following exceptions reference all recorded documents which may affect title to the herein described land:

1. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) [1051](#), records of Teton County, Wyoming.
2. Easement, including terms and conditions contained therein:  
Granted By: Allen and Kayleen Gibson  
Granted To: Lower Valley Power and Light, Inc.  
For: Construction, operation and maintenance of electric lines and other incidental purposes  
Recording Information: [Book 11 of Mixed Records, Page 624](#)
3. Terms and conditions of Grant of Easement from Jody R. Burkes and Linda Burkes to Elizabeth L. Kingwill appearing of record in [Book 436 of Photo, Pages 579-582](#), records of Teton County, Wyoming.
4. Permanent Utility Easement:  
Between: WAYBROAD LLC, a Montana limited liability company  
And: Town of Jackson  
Recording Information: [Doc 0956940](#)
5. Permanent Utility Easement:  
Between: Bluffs Development Group, LLC, a Wyoming limited liability company  
And: Town of Jackson  
Recording Information: [Doc 0956941](#)
6. **Mortgage** dated January 9, 2019, to secure an original indebtedness of \$550,000.00, and any other amounts and/or obligations secured thereby.  
Recorded: 01/10/19, as Doc [0963075](#)  
Mortgagor: Bluffs Development Group, LLC, a Wyoming limited liability company  
Mortgagee: Wells Fargo Bank, National Association



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## Full Recorded Owner Guarantee - Wyoming

### Schedule B-II Informational Notes

| File No.  | Liability  | Fee      | Reference | Guarantee No.      |
|-----------|------------|----------|-----------|--------------------|
| 916833JAC | \$1,000.00 | \$250.00 |           | <b>SG</b> 08013328 |

The following is provided for informational purposes and is not part of the Assurances given under this Guarantee:

The Status of real property taxes is as follows:

| <b>Tax ID#</b>            | <b>2019 Tax Status</b>                       | <b>2020 Tax Status.</b>              |
|---------------------------|--|--------------------------------------|
| <a href="#">OJ-005676</a> | 1st Half in the Amount of \$3,771.59 is Paid | Accruing lien not yet due or payable |
|                           | 2nd Half in the Amount of \$3,771.58 is Paid |                                      |

We recommend that the person responsible for closing this verify this tax information prior to closing.

\*Real Estate Taxes are payable as follows

\*If making one payment: Due on or before December 31.

\*If making two payments: First half payable September 1 and delinquent November 10;  
second half due March 1 and delinquent May 10.

The PIDN for this property appears to be: 22-41-16-32-1-07-001



| FACTS |  | WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION? |
|-------|--|---|
| Why?  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.   |   |
| What? | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <b><i>no longer</i></b> our customer, we continue to share your information as described in this notice.</p> |   |
| How?  | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.  |   |

| Reasons we can share your personal information  | Does Old Republic Title Share? | Can you limit this sharing? |
|---|--------------------------------|-----------------------------|
| <b>For our everyday business purposes</b> – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our marketing purposes</b> – to offer our products and services to you   | <b>No</b>                      | <b>We don't share</b>       |
| <b>For joint marketing with other financial companies</b>   | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences   | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our affiliates' everyday business purposes</b> – information about your creditworthiness   | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates to market to you</b>  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For non-affiliates to market to you</b>  | <b>No</b>                      | <b>We don't share</b>       |

|           |   |
|-----------|---|
| Questions | Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us) |
|-----------|---|

|   |  |
|---|--|
| <b>Who we are</b>   |  |
| Who is providing this notice?                                       | Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.  |
| <b>What we do</b>   |  |
| <b>How does Old Republic Title protect my personal information?</b> | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .  |
| <b>How does Old Republic Title collect my personal information?</b> | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>          |
| <b>Why can't I limit all sharing?</b>                               | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the</p> |



|  |  |
|--|--|
|  | "Other important information" section below for your rights under state law. |
|--|--|

|                        |  |
|------------------------|--|
| <b>Definitions</b>     |  |
| <b>Affiliates</b>      | Companies related by common ownership or control. They can be financial and nonfinancial companies.<br><ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul> |
| <b>Non-affiliates</b>  | Companies not related by common ownership or control. They can be financial and non-financial companies.<br><ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>   |
| <b>Joint marketing</b> | A formal agreement between non-affiliated financial companies that together market financial products or services to you.<br><ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>   |

|   |   |   |   |   |
|---|---|---|---|---|
| <b>Affiliates Who May Be Delivering This Notice</b> |   |   |   |   |
| American First Abstract, LLC                        | American First Title & Trust Company    | American Guaranty Title Insurance Company | Attorneys' Title Fund Services, LLC           | Compass Abstract, Inc.                        |
| eRecording Partners Network, LLC                    | Genesis Abstract, LLC                   | Kansas City Management Group, LLC         | L.T. Service Corp.                            | Lenders Inspection Company                    |
| Lex Terrae National Title Services, Inc.            | Lex Terrae, Ltd.                        | Mara Escrow Company                       | Mississippi Valley Title Services Company     | National Title Agent's Services Company       |
| Old Republic Branch Information Services, Inc.      | Old Republic Diversified Services, Inc. | Old Republic Exchange Company             | Old Republic National Title Insurance Company | Old Republic Title and Escrow of Hawaii, Ltd. |
| Old Republic Title Co.                              | Old Republic Title Company of Conroe    | Old Republic Title Company of Indiana     | Old Republic Title Company of Nevada          | Old Republic Title Company of Oklahoma        |
| Old Republic Title Company of Oregon                | Old Republic Title Company of St. Louis | Old Republic Title Company of Tennessee   | Old Republic Title Information Concepts       | Old Republic Title Insurance Agency, Inc.     |
| Old Republic Title, Ltd.                            | Republic Abstract & Settlement , LLC    | Sentry Abstract Company                   | The Title Company of North Carolina           | Title Services, LLC                           |
| Trident Land Transfer Company, LLC                  |   |   |   |   |

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLUFFS FIRST ADDITION  
TO THE TOWN OF JACKSON**

This Declaration of Covenants, Conditions and Restrictions for Bluffs First Addition to the Town of Jackson ("**Declaration**") is made by Bluffs Development Group LLC, a Wyoming limited liability company ("**Declarant**"), as owner of the subdivision known as the Bluffs First Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Clerk of Teton County, Wyoming on \_\_\_\_\_ day of \_\_\_\_\_, 2021 as Plat No. \_\_\_\_\_ ("**Property**").

**ARTICLE I – CREATION OF THE COMMUNITY**

**Section 1. Purpose and Intent.** The Declarant, as the owner and developer of the Property, intends by the recording of this Declaration to create a residential subdivision. This Declaration provides for the overall development, administration, maintenance and preservation of the Property now or hereafter comprising the Bluffs First Addition to the Town of Jackson ("**Subdivision**").

**Section 2. Binding Effect.** The Property shall be owned, conveyed and used subject to all provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns.

**Section 3. Governing Documents.** The Governing Documents create a general plan of development for the Property and may be amended and supplemented as set forth herein. In the event of a conflict between or among the Governing Documents, this Declaration shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Property from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Declarant may, but shall not be required to, enforce any such covenants, restrictions or other instruments. All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, tenants, guests and invitees.

**Article II – Definitions**

**Association.** The Bluffs Homeowners Association, a Wyoming nonprofit corporation, its successors and assigns, shall be charged with enforcing this Declaration. The "Articles" shall refer to those Articles of Incorporation of the Association, as they may be amended from time to time. The "Bylaws" shall refer to those Bylaws adopted by the Association, as they may be amended from time to time. For the purposes of clarity, the Declarant shall exercise all rights and responsibilities of the Association and Board until the Declarant Termination, unless the Declarant delegates, in writing, certain rights to the Association prior to such time.

**Board of Directors, or Board.** The body responsible to the Members for operations of the Association selected as provided in the Bylaws and generally serving the same role as a board of directors under Wyoming corporate law. The Board of Directors may also be referred to as the “Board”. For the purposes of clarity, the Declarant shall exercise all rights and responsibilities of the Board until the Declarant Termination, unless the Declarant delegates, in writing, certain rights to the Board prior to such time.

**Common Road.** The easement that is variable in width that runs along the northern boundary of the Property and which provides access to the Lots, and as more particularly depicted on the Plat. All Owners, their guests, licensees, invitees, and tenants shall have a right and easement of access, use and enjoyment in and to the Common Road, which shall be appurtenant to and shall pass with the title to every Lot.

**Common Expenses.** The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Property, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

**Declarant.** Bluffs Development Group LLC, a Wyoming limited liability company, or any successor or assign who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant. The Declarant shall have the power to exercise all rights set forth in this Declaration until the Declarant Termination.

**Declarant Termination.** All of the Declarant’s rights granted under this Declaration shall remain in full force and effect until all Lots are sold to Owners (other than Declarant). At Declarant Termination, all powers, rights and responsibilities of the Declarant set forth in the Governing Documents shall be automatically terminated, relinquished, assigned and shall vest in the Association as forth herein. The Board is authorized to file an affidavit of the facts surrounding the Declarant Termination. Prior to the Declarant Termination, any reference herein to the Board or Association shall be deemed to be a reference to the Declarant as the Declarant shall exercise all such rights, unless delegated by a written instrument to the Board or Association as the case may be.

**Governing Documents.** A collective term referring to this Declaration, the Bylaws, the Articles, and the Master Rules and Regulations, as they may be amended or supplemented from time to time.

**Lot.** All numbered, single-family residential lots depicted on the Plat.

**Master Rules and Regulations.** The Master Rules and Regulations applicable to the Property, which have been adopted by the Board, as they may be amended and supplemented from time to time.

**Member.** A Person subject to membership in the Association pursuant to this Declaration.

**Mortgage.** A mortgage, a deed to secure debt, or any other form of security instrument affecting title to any Lot or all or any portion of the Property. “Mortgagee” shall refer to a beneficiary of a deed of trust or holder of a Mortgage.

**Occupant.** Any person or entity in possession of a Lot, including Lot Owners, lessees, guests, agents, employees and invitees of such person or entity.

**Owner.** One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

**Parking Area.** The Parking Area is located within the Common Road, with parking spaces designated for the exclusive use of Lot 4 and Lot 5 and auxilliary parking for Lots 1 through 5 as depicted on **Exhibit A** hereto, and as more particularly described in Article II below.

**Person.** A natural person, a corporation, a partnership, a trustee, or any other legal entity.

**Plat.** The Bluffs First Addition to the Town of Jackson, Teton County, Wyoming, which plat was recorded in the Office of the Clerk of Teton County, Wyoming on \_\_\_\_\_, 2021, as Plat No. \_\_\_\_\_.

## **Article II – Property Rights in Common Road & Parking Area**

**Section 1.** **Common Road.** All Owners and their guests, licensees, invitees and tenants shall have a non-exclusive easement over the Common Road for access, use and enjoyment, and such easement shall be appurtenant to and shall pass with the title to every Lot. The Association shall have a non-exclusive easement over, under and through the Common Road for access, maintenance (which shall include snow removal and snow storage), and the installation and maintenance of underground utilities and necessary above-ground appurtenances thereto. Motor vehicles are prohibited from parking on the Common Road, except within the designated Parking Area. The Association reserves the right to impose rules and regulations on the use of the Common Road.

The Association shall be responsible for the maintenance and repair (which shall include snow plowing and snow removal) of the Common Road, and these expenses shall be considered Common Expenses.

**Section 2.** **Parking Area.** Lot 4 is burdened by the “**Parking Area**”, which shall include Lot 4 Parking, Lot 5 Parking and Auxilliary Parking as these terms are defined herein. Parking spaces labeled 4-1 and 4-2 on **Exhibit A** hereto are for the **exclusive** use of Lot 4 (“**Lot 4 Parking**”). Parking spaces labeled 5-1 and 5-2 on the **Exhibit A** hereto are for the **exclusive** use of Lot 5 (“**Lot 5 Parking**”), and the Lot 5 Owner is hereby granted the right to access and utilize the Lot 5 Parking, which right is appurtenant to Lot 5. Parking spaces labeled X-1, X-2 and X-3 on **Exhibit A** hereto are auxilliary parking spaces and are for the use and benefit of all Owners within the Property (“**Auxilliary Parking**”). All Owners and their guests, licensees, invitees and tenants shall have a non-exclusive right to use the Auxilliary Parking and access said Auxilliary Parking by the Common Road, on the terms and conditions contained herein, and such rights shall be appurtenant to and shall pass with the title to every Lot.

The Association shall be responsible for the maintenance and repair (which shall include snow plowing and snow removal) of the Parking Area, and these expenses shall be considered Common Expenses.

All authorized vehicles and equipment utilizing Lot 4 Parking, Lot 5 Parking, and Auxilliary Parking must fit within the designated parking space and not extend beyond its boundaries. Auxilliary Parking may be used only for short-term parking of the vehicles of guests and invitees of an Owner. The Board may establish rules for the use of the Auxilliary Parking. No boats, trailers, buses, campers, snowmobiles, ATVs, or abandoned or inoperable vehicles (“**Prohibited Vehicles**”) shall be parked or stored in or upon the Auxilliary Parking. If the Board determines that an Owner or Occupant has violated this section, the Board shall deliver notice to the vehicle owner (if such owner can reasonably be ascertained) or place notice in a conspicuous place on the vehicle (if the owner cannot be ascertained), and if the offending vehicle or piece of equipment is not removed within 48 hours, the Board shall have the right to cause the vehicle to be removed or stored, at the sole expense of the Owner of the Lot, and to enter upon an Owner’s Lot for such purpose, all without liability on the part of the Board. An “abandoned or inoperable vehicle” shall mean any motorized vehicle that does not display a current valid motor vehicle license and registration tag or that does not have an operable propulsion system within the vehicle.

Section 3.     Snow Storage Easements. The Association shall have an easement over the “Snow Storage Area” on Lot 3 as shown on **Exhibit A** hereto for snow storage purposes.

Section 4.     Common Utilities and Utility Easements. Water and sewer utilities serving and benefitting Lots 1 through 5 will be installed within the Common Road. Sewer utilities serving Lots 1 through 5 will also be installed within the 20-foot-wide “Sewer Easement Benefitting Lots 1 Through 5” designated on the Plat (“**Sewer Easement**”). These water and sewer utilities within the Common Road and the Sewer Easement shall be “**Common Utilities**” within the Property and shall be maintained by the Association, and these expenses shall be considered Common Expenses. The Association shall have an easement over, under and through the Common Road and Sewer Easement for the construction, maintenance, reconstruction and repair of Common Utilities, along with egress and ingress rights to access the utilities and the right to remove trees, brush and undergrowth within the Common Road and Sewer Easement which may interfere with the maintenance, repair and construction of utilities therein. Common Utilities shall be installed underground to the extent practical, with above-ground appurtenances permitted as necessary. The Association shall be responsible for the maintenance of Common Utilities.

Section 5.     Owners are responsible for the construction, repair and maintenance of (including the costs associated therewith) for all utilities other than those designated as Common Utilities which serve his or her respective Lot. All utilities shall be installed underground to the extent practical, with above-ground appurtenances permitted as necessary.

### **Article III—Development and Use Restrictions**

All development and use of Lots within the Property shall conform to the following requirements, and to the rules and regulations promulgated hereunder:

Section 1.     Authorized Use. Only residential use shall be permitted.

Section 2. Prohibited Uses. No commercial, industrial or other non single-family residential use shall be permitted on any Lot with the exception of a “home business” use, provided the “home business” is (1) authorized by the Town of Jackson Land Development Regulations, (2) contained wholly within the dwelling unit on a Lot, (3) no clients or customers regularly visit the Lot, (4) no commercial deliveries (other than UPS, Fed Ex and the like) are made to the Lot, (5) no advertising is made upon the Lot or dwelling unit on the Lot, and (6) the activity does not create a nuisance or adversely impact the neighborhood.

Section 3. Development. All buildings, accessory structures, and other authorized structures shall be constructed wholly within a Lot and in accordance with applicable Town of Jackson Land Development Regulations (“LDRs”) setbacks.

Section 4. Materials; Colors. Exterior colors shall primarily be neutral and earth-tone. No reflective or glossy materials shall be used on the exterior of any structure, unless approved by the Declarant.

Section 5. Height Limitations; Floor Area Limitations. Height and floor area shall comply with the the applicable LDRs.

Section 6. Fencing. No fences shall be permitted on any Lot within the Property, except for invisible fencing. Temporary construction fencing is permitted to demarcate the area of construction disturbance or to prevent erosion into public areas. Construction fencing must be immediately removed upon completion of the construction project.

Section 7. Temporary Structures Prohibited. No temporary structures or facilities, such as trailers, tents, shacks or other similar buildings, shall be permitted on any Lot, except during construction. Construction offices shall not be permitted, unless approved by the Declarant.

Section 8. Maintenance. Each Owner shall maintain its Lot and all improvements thereon in a clean, safe, sanitary and sightly condition. Boats, tractors, campers, snowmobiles, ATVs, and snow removal equipment shall be kept within an enclosed structure at all times, except when in use during the appropriate season. By way of example only, an Owner is permitted to store a boat on his or her Lot from June to September, but boats must be placed within an enclosed structure from October to May. All vehicles and equipment on a Lot must be located on a paved surface and may not encroach upon landscaped areas of a Lot or the Common Road. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure appropriately screened from view. No lumber, cut grass, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any Lot.

Owners are responsible for the maintenance of their respective Lots. Should an Owner not properly maintain the elements for which it is responsible, then, following 30 days’ notice from the Association, the Association or its designee may enter the Lot and may perform such maintenance or repairs, without being guilty of trespass, and the Owner shall be liable to the Association for the full cost of such entry, maintenance and repair.



Section 9. Pets. No livestock or pets shall be kept or maintained on any Lot except as provided in these covenants. Cats, dogs or other household animals which are normally kept and maintained as pets indoors shall be permitted on any Lot. No more than 2 dogs may be kept on any Lot, without the prior approval of the Association, provided however that a litter of puppies born to a dog owned by the Lot owner may be kept or maintained upon any Lot for a period not to exceed 5 months, provided that said puppies are maintained and restrained in accordance with the provisions of this Declaration. If any pets are caught or identified chasing or harassing wildlife or people, or otherwise constituting a nuisance, the Association shall have the authority to penalize the Owner of such animal not more than \$100.00 for a first offense, and \$200.00 for a second offense. The Association has the authority to impound the animal after a third offense, and the Owner of such impounded animal shall be solely responsible for all impoundment costs and waives all recourse against the Association.

Section 10. Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any Lot. No unreasonably loud or annoying noises, or noxious or offensive odors shall be permitted on a Lot.

Section 11. Signs. No signs or advertising devices shall be erected or maintained on any Lot, except for (i) a single "For Sale" sign and (ii) a sign, of reasonable proportions, which identifies the owner and street address. This provision shall not apply to the Declarant.

Section 12. Snowmobiles Prohibited. No snowmobiles, "ATVs", or similar devices or vehicles shall be operated on any Lot.

Section 13. Firearms/Fireworks. The discharge of rifles, pistols, and fireworks is prohibited on the Property.

Section 14. Landscaping; Mineral Activities. No mining or mineral extraction shall be permitted on any Lot. Excavation for landscape and home construction purposes is permitted. Owners shall be responsible for maintaining the landscaping on their respective Lots. Landscaping shall be maintained in a sightly condition.

Section 15. Satellite Dishes. No satellite dishes other than small, DDS-type dishes are permitted on any Lot without prior approval of the Association. Dishes larger than the small, DDS-type dish must be screened.

Section 16. Subdivision. No Lot or Lots shall be combined or subdivided in any manner except that 2 contiguous Lots, if owned by the same record owner, may, if one Lot is vacant, be combined as 1 Lot. Each combined Lot shall be treated as 1 Lot for the purpose of applying this Declaration, except for in the payment of assessments. If Lots are consolidated, the Owner of the Lots shall continue to pay assessments as if the Lots had not been combined. By way of example only, if the Owner of Lots 1 and 2 consolidated Lots 1 and 2 into one lot, the Owner would be responsible for paying assessments for 2 Lots.

Section 17. 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 Lot separately, not on the Property as a whole, and each Lot shall be carried on the tax records as a separate and distinct parcel.

#### **Article IV – Assessments**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner, by acceptance of a deed, whether or not it shall be stated in such deed, is deemed to covenant and agree to pay to the Association when due: (1) Base Assessments or charges, (2) Special Assessments for capital improvements, and (3) Individual Assessments for damages caused by an Owner, his/her guests, tenants, and invitees (collectively "**Assessments**"). All Assessments together with interest, costs, fines, and reasonable attorney's fees as set forth below ("**Costs**"), shall be a charge on the each Owner's Lot and the Association may file a lien against any Lot, and improvements located thereon, within the Property for any delinquent Assessment.

**Section 2. Purpose of Base Assessments.** Base Assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance, repair and replacement of the Common Road, Parking Area, Common Utilities, and any other areas, improvements, expenses or infrastructure maintained by the Association for the benefit of the Owners.

**Section 3. Special Assessments.** The Association may levy a Special Assessment to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Property. Special Assessments may be amortized over a five-year period, provided that the capital improvement work commences within one year of the initial imposition of the Special Assessment.

**Section 4. Individual Assessments.** Individual Assessments may be levied against less than all the Owners for expenses related to that Owner, its guests, invitees, and tenants. Individual Assessments may be levied to remedy any violation of this Declaration, subject to prior notice and at least 30 days' opportunity to cure, excepting that if such violation cannot be remedied during winter months, a reasonable time to cure shall be afforded.

**Section 5. Uniform Rate of Assessment.** Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or monthly basis.

**Section 6. Establishment of Assessment Due Dates.** No Assessment shall be due until at least 30 days' notice of the Assessment has been provided by the Association. Written notice of the annual Assessment shall be sent to every Owner at the mailing address included in the Tax Assessor's records, or at any other address provided to the Association in writing by Owner at least 60 days prior to imposition of the Assessment. The due dates for Assessments shall be established by the Board. The Association shall, upon demand, and for a nominal charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid.

**Section 7. Annual Budget.** The Association shall prepare an annual budget estimate for common services and the administration of the Association and fix the amount of the Base

Assessment based on this estimate. The budget estimate may include a reserve for future contingencies. Such annual budget shall be prepared and approved by the Board at least 30 days in advance of each annual assessment period.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18 percent per annum, or the maximum rate permitted by law. The Association is authorized to sue, at law or in equity, the Owner once the amounts due exceed \$1,000, or foreclose a lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Road, Common Utilities or abandonment of his/her Lot.

Section 9. Subordination of the Lien to Mortgages. Liens of Assessment and Costs are subordinate to the lien of any mortgage recorded prior to the lien. Sale or transfer of any Lot shall not affect the Assessment lien unless extinguished in foreclosure.

Section 10. Foreclosure. In the event of foreclosure by a mortgagee of a mortgage recorded prior to an Assessment lien, the purchaser at a foreclosure sale shall be liable for Assessments accrued from the date of the sheriff's sale.

#### **Article V—Association**

Section 1. Association. All Owners shall be Members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment. Each Lot is entitled to one vote, regardless of the number of Owners of a Lot. In the event multiple Owners of a lot file multiple votes, the vote of that Lot shall be nullified and of no force and effect. The Association shall have all of the powers set forth in the Governing Instruments.

Section 2. Board of Directors of the Association. The Board of Directors of the Association shall consist of 3 Members. The term of each Board member shall be 3 years with staggered terms such that each year, one board member's term expires. Board members shall be elected by a majority vote of the Members.

- A. Authority and Duties of Board. Pursuant to the powers and authority vested in it by Wyoming law and the Governing Instruments, the Board shall be responsible for the hiring of employees or contractors, the enforcement and administration of this Declaration, shall contract for and supervise common services, enforce the development and use regulations and take all other actions necessary to administer this Declaration.
- B. Meetings. The Board shall call and conduct an annual meeting of all Owners, at which time expiring or vacant Directors' terms shall be filled, and such other business shall be conducted as brought before the meeting by the Board or the Owners, and shall meet as necessary from time to time to administer this Declaration. The Board shall

provide Owners with at least 30 days' notice prior to an annual meeting. The Board is also authorized to call special meetings.

- C. Limitation of Liability. No Board Member shall be liable to any party for any action or inaction with respect to any provisions of this Declaration, provided that such Board Member has acted in good faith. No member of the Board shall have any personal liability to an Owner or any other person or entity under any agreement or transaction entered into by a Board member on behalf of the Association, so long as the Board member has acted in good faith.

Section 3. Insurance. The Association is authorized to obtain and maintain insurance coverage on the Common Road, Common Utilities, Parking Area, and any other areas, improvements or infrastructure it is responsible for maintaining for the benefit of its Members, in amounts and form deemed appropriate by the Board. Any insurance obtained shall be from a company or companies authorized to do business in Wyoming. The costs and expenses of such insurance shall be a Common Expense.

#### **Article VI – Architectural Control and Design Guidelines**

Section 1. Approval of Exterior Improvements. Prior to Declarant Termination, no improvement shall be constructed or reconstructed on a Lot until the plans and specifications have been approved in writing by Declarant. After Declarant Termination, no prior approval by the Declarant or Association is necessary for improvements or construction on a Lot. In order to obtain approval for any improvements on a Lot by Declarant, Owners must submit all plans and specifications required by Declarant, which plans and specifications must, at a minimum, include (i) renderings of the proposed structure, (ii) height of the proposed structure, (iii) a detailed description of the exterior materials to be used on the structure, (iv) a landscaping plan, and (v) a site plan showing the location of the proposed structure on the Lot. Declarant shall, utilizing reasonable discretion, determine if the construction or reconstruction plans are in harmony with surrounding structures and comply with this Declaration. Declarant shall have 45 days from the date the plans and specifications are submitted to approve or deny the same. If Declarant fails to respond to a submittal within 45 days of submittal to Declarant, the plans and specifications shall be deemed approved. If Declarant denies the plans or specifications, an Owner shall be permitted to resubmit revised plans and specifications to Declarant.

#### **Article VII— General Provisions**

Section 1. Violations-Enforcement-Costs. The Association or any Owner may take judicial action against any Owner to enforce compliance with this Declaration or to obtain damages for noncompliance. The prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees.

Section 2. Indemnification. The Declarant and Association shall be indemnified from all costs related to any claim against the Declarant for its actions arising under this Declaration.

The Costs shall include all costs to indemnify the Declarant or the Association and its officers and 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 Property, or arising out of the enforcement of this Declaration.

Section 3. Joint and Several Liability. In the case of joint ownership of a Lot, each of the Owners shall be jointly and severally liable for the liabilities and obligations imposed by this Declaration.

Section 4. Approvals And Variances. Whenever a variance is requested by an Owner, the Association is authorized to grant variances from any provision within this Declaration in cases of special circumstances, practical difficulties not the fault of an Owner, or unnecessary hardship not caused by an Owner; provided, however, that no such variance shall have a material adverse effect on any other Lots and any such variance shall be in accordance with the purposes and intent of this Declaration and all such variances shall be the smallest deviation from this Declaration to achieve the desired effect sought by the variance.

Section 5. Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Headings. Headings are for convenience and informational purposes only.

Section 7. Amendment. This Declaration may be amended by an instrument signed and acknowledged by Declarant prior to the Declarant Termination. After Declarant Termination, this Declaration may be amended by 4 of the 5 Lot Owners. Any amendment to this Declaration, or any subsequent supplements thereto, must be recorded with the Teton County, Wyoming Clerk.

Section 8. Binding Effect. This Declaration shall run with and bind the Property, and bind all present and future Lot Owners, tenants, mortgagees and occupants. Such individuals and entities shall comply with this Declaration, as it may be amended from time to time. This Declaration shall run with the land and shall bind any persons having an interest in such Lot as though such provisions were included in each and every deed or conveyance or lease thereof.

Section 9. Duration. All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners. This Declaration shall be deemed to remain in full force and effect for 20 years from the date of recordation in the Teton County, Wyoming Clerk's Office, and shall be automatically renewed for additional, consecutive 10-year periods.

Section 10. Reserved Rights of Declarant. The following rights are hereby reserved for the benefit of Declarant until Declarant Termination: (i) to complete the improvements indicated on the Plat and the design and construction documents for the Property; (ii) to have an easement for access over, under and through the Common Road, Common Utilities, Parking Area, and Sewer Easement, and to grant easements over, under and through the Common Road, Common Utilities, Parking Area and Sewer Easement to utility companies or others persons as necessary to complete development of the Property; (iii) to delay the filing of the Articles for the

Association, creation of Bylaws and Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as may be required herein or in the Bylaws; (iv) to vacate and replat the Plat, or portions thereof, from time to time, to conform the same to the actual location of any of the constructed improvements and to establish, vacate and relocate utility easements, access easements, and on-site parking areas as necessary to exercise Declarant's reserved rights; (v) to annex additional property into the Plat, whether such property is owned by the Declarant or not, and to impose additional easements and covenants on such additional property; (vi) to grant in connection with such annexation temporary construction easements as necessary to accommodate construction of or on any annexed or neighboring property and to grant in connection with such annexation permanent easements as necessary for the orderly annexation of the property, including without limitation easements for utility lines and data transmission.

For purposes of annexing additional property into the Subdivision and making necessary adjustments to the Declaration to reflect such annexation, all of the Owners hereby, and by acceptance of deed for a Lot hereafter, irrevocably appoint the Declarant their attorney-in-fact for purposes amending or supplementing the Declaration and all other Governing Documents, and vacating the Plat or portions thereof and filing additional Plat maps applicable to the Property. Such appointment of Declarant as the attorney-in-fact of each Owner shall remain effective and valid until Declarant Termination and each Owner, by acceptance of a deed for such Owner's Lot shall be deemed to consent to and ratify such appointment and as necessary to appoint Declarant as such Owner's attorney-in-fact for the purposes set forth herein.

Nothing contained in this Declaration shall in any way limit, restrict or prohibit the Declarant's right and ability to fully develop the Property.

IN WITNESS WHEREOF, this Declaration has been duly executed and delivered by Declarant to be effective when recorded with the Clerk of Teton County, Wyoming.

[Remainder of Page Intentionally Left Blank—Signatures to Follow]



Declarant:

Bluffs Development Group, LLC, a Wyoming limited liability company

\_\_\_\_\_  
By:

Its:

State of Wyoming                    )  
  ) ss  
County of Teton                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ for Bluffs Development Group, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the \_\_\_\_\_ 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**  
**[Attached]**

NYDAHL FAMILY TRUST  
BK944P980-981  
DOC. 0926812

ELIZABETH L. KINGWILL  
BK899P850-852  
DOC. 0886175

TIMOTHY S. BOHAN  
BK899P850-852  
DOC. 0886175

WAYBROAD LLC  
BK834P633-635  
DOC. 0830430

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

DETAIL A

SNOW STORAGE AREA  
±400 SF

VARIABLE WIDTH  
(PRIVATE) ROADWAY  
AND UTILITY EASEMENT  
(COMMON ROAD)

BLUFFS DRIVE

BUDGE DRIVE

KOJAK, LLC  
PLAT 1279

HANSEN &  
HANSEN, LLP  
BK774P944-945  
DOC. 0788174

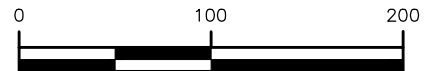
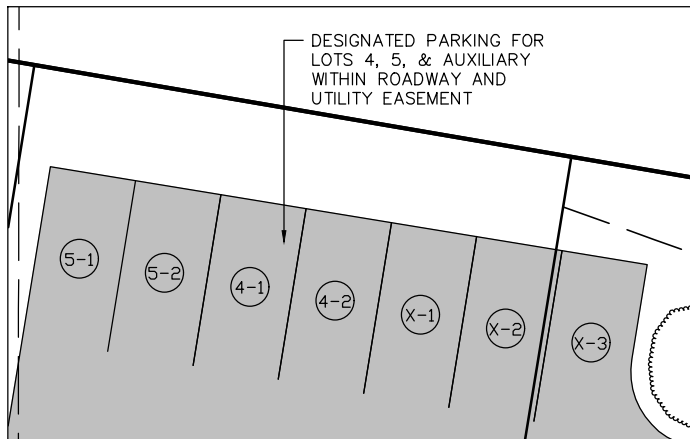
MICHAEL &  
VALERIE L. ADAMS  
DOC. 0979933

TIM B. SANDLIN &  
CAROL J. CHESNEY  
DOC. 0699089

KOJAK, LLC  
PLAT 1309

- PRELIMINARY -  
SUBJECT TO CORRECTION  
AND APPROVAL

DETAIL A



SCALE: 1 INCH = 100 FEET  
THIS SCALE VALID ONLY FOR 8x11 PRINTS

### LEGEND

- sixteenth sectional subdivision line
- boundary, this subdivision
- boundary, lot within this subdivision
- boundary, adjoining property
- - - boundary, easement, as noted

### EXHIBIT A TO ACCOMPANY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON

LOCATED WITHIN  
S1/2NE1/4 SECTION 32  
T41N, R116W, 6TH P.M.  
TETON COUNTY, WYOMING

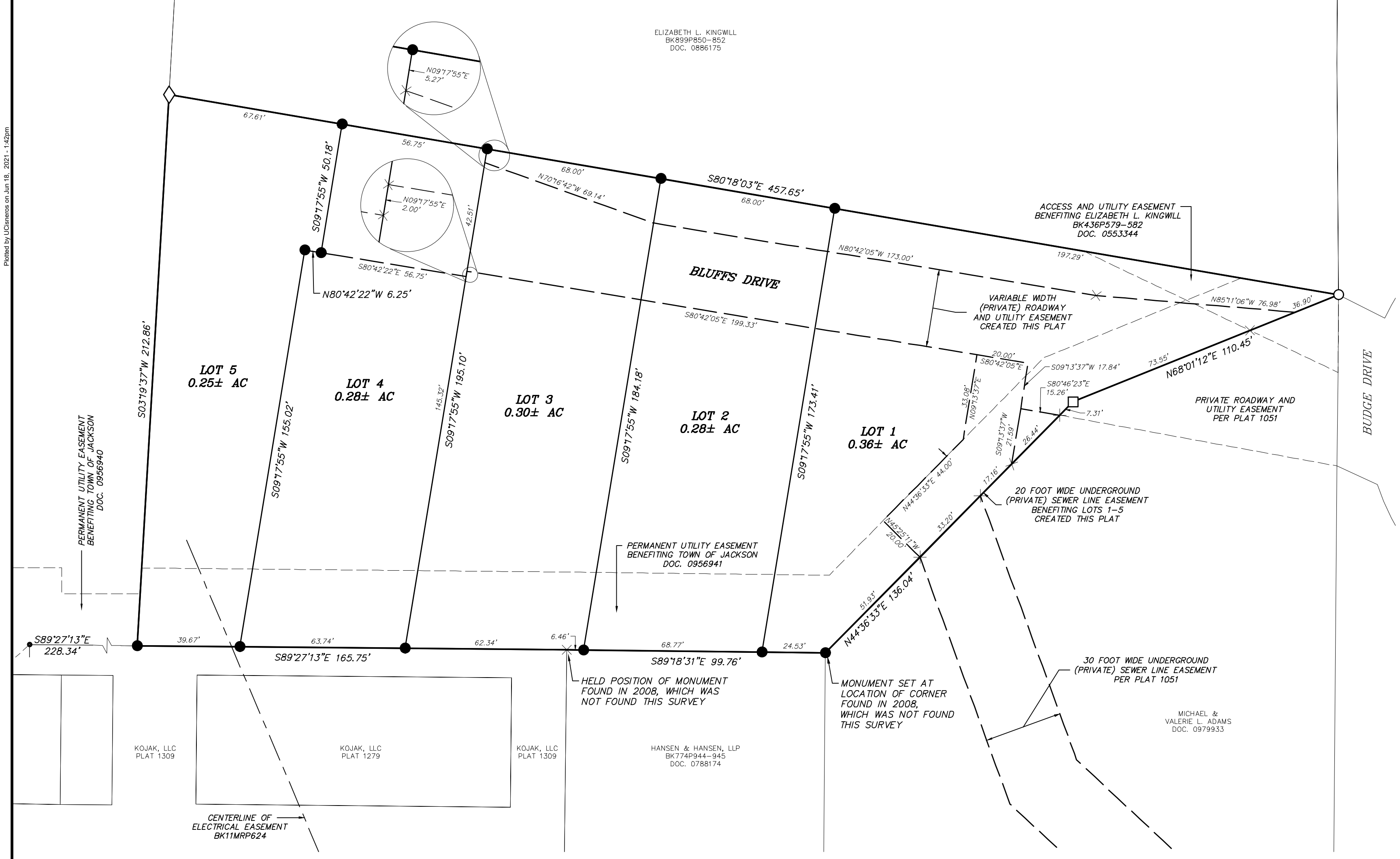


**JORGENSEN**  
JACKSON, WYOMING 307.733.5150  
www.jorgensen.com

PREPARED BY: UC

MAP PREPARED: 6/18/2021

PROJECT NUMBER: 16092



- LEGEND**
- ◇ T-stake with chrome cap inscribed "PE & LS 2612"
  - 5/8" diameter reinforcing steel bar with 2-1/2" diameter aluminum cap inscribed "TODD CEDARNOLM PLS 6447" recovered this survey
  - 5/8" diameter reinforcing steel bar with 1" diameter aluminum cap inscribed "NELSON ENGR PLS 578" with other illegible markings recovered this survey
  - 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 13002" to be set
  - 5/8" diameter reinforcing bar with no cap
  - × no monument found or placed, show for clarity only
  - sixteenth sectional subdivision line
  - boundary, this subdivision
  - boundary, lot within this subdivision
  - boundary, adjoining property
  - - - boundary, easement, as noted
  - - - boundary, record easement, as noted
  - - - centerline, easement, as noted

**ACKNOWLEDGEMENT OF MORTGAGEE**  
Consent of Mortgagee, \_\_\_\_\_, by separate affidavit recorded concurrently with this plat.

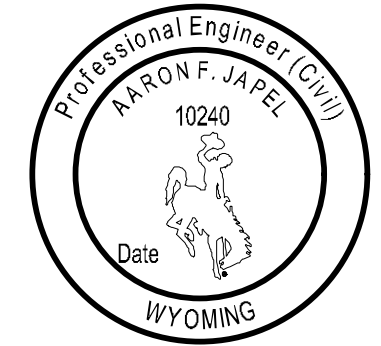
**NOTES**  
THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISION EXCEPT AS PERMITTED BY THE TOWN OF JACKSON, WYOMING.  
BLUFFS SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC SEWAGE COLLECTION AND TREATMENT SYSTEM VIA PRIVATE SEWER EASEMENTS TO BE RECORDED CONCURRENTLY WITH THIS PLAT.  
BLUFFS SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC WATER TREATMENT, SUPPLY AND DISTRIBUTION SYSTEM MAINTENANCE OF THE WATER MAINS WITHIN THE SUBDIVISION, OWNED BY THE OWNER, WILL BE THE RESPONSIBILITY OF THE OWNER.  
NO PUBLIC MAINTENANCE OF ANY STREETS AND ROADS OF THIS SUBDIVISION.  
NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS.  
THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.  
ALL HABITABLE STRUCTURES WILL HAVE A FIRE SPRINKLER SYSTEM AS LONG AS THE PRIVATE ROAD REMAINS WITHOUT A COMPLIANT FIRE TURNAROUND.  
BASIS OF BEARING IS WYOMING STATE PLANT COORDINATES, WEST ZONE WITH AN AVERAGE CONVERGENCE ANGLE OF -0°29'03".  
COORDINATES ARE SCALED TO GROUND WITH AN AVERAGE COMBINED SCALE FACTOR OF 1.0003198773.

**WATER RIGHTS NOTES**  
SELLER DOES NOT WARRANT TO PURCHASER THAT THE PURCHASER SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THE PROPOSED SUBDIVISION.  
WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF A STREAM OR RIVER.  
WATER RIGHTS MAY BE ALTERED OVER TIME, FOR INFORMATION ON WATER RIGHTS APPURTENANT TO THE LANDS OF THIS SUBDIVISION AFTER THE DATE OF RECORDATION OF THIS PLAT REFER TO THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE.  
ACCORDING TO A RECENT SEARCH OF THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE THERE ARE NO SURFACE WATER RIGHTS APPURTENANT TO THIS SUBDIVISION.

**CERTIFICATE OF OWNER**  
The undersigned, acting for and on behalf of the owner and proprietor of the lands described in the Certificate of Surveyor and illustrated on Sheet 1 of this plat, do hereby certify:  
that the name of this subdivision shall be BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON;  
that the lands contained within said BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON, more particularly described in the Certificate of Surveyor hereon, are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desires of said owner;  
that Lot 1 of Crystal Valley Subdivision is hereby vacated and the County Clerk is requested to indicate so on Plat No. 1051;  
that the foregoing subdivision is in accordance with, and SUBJECT TO the terms and conditions of the Development Plan P20-009 as approved by the Town Council on the 20th day of July, 2020 and subsequent amendments thereto;  
that this subdivision is subject to those easements, covenants, conditions and restrictions granted and/or declared pursuant to that certain Declaration of Covenants, Conditions, and Restrictions for Bluffs First Addition to the Town of Jackson recorded on the same day as this plat;  
that this subdivision shall continue to benefit from those easements and grants shown and described on that plat titled Crystal Valley Addition to the town of Jackson, recorded on June 24, 2002 in the Office of the Teton County Clerk as Plat 1051, including without limitation the "30 foot wide underground (private) sewer line easement" and the "(private) roadway utility easement", both of which run across Lot 2 on Plat 1051;  
that the variable width (private) roadway and utility easement shown hereon is hereby dedicated to the owners of lots within this subdivision, their guests, licensees, invitees, and tenants, as easement to serve the lots of this subdivision;  
that the 20 foot wide underground (private) sewer line easement shown hereon is hereby dedicated to the owners of lots within this subdivision, their guests, licensees, invitees, and tenants, as easement to serve the lots of this subdivision;  
that this subdivision is SUBJECT TO the following instruments of record in the Office the Clerk of Teton County, Wyoming:  
that electrical distribution easement recorded in Book 11 of Mixed Records, Page 624;  
that grant of easement recorded in Book 436 of Photo, Pages 579-582;  
the terms, conditions, easements and reservations contained in that Corrective Conveyance Deed in Book 947 of Photo, Pages 474-475;  
that permanent utility easement granted to the Town of Jackson recorded in Document 0956941;  
that Bluffs Drive is a private road that will be maintained by the Bluffs Homeowners Association and the Town of Jackson shall be under no obligation to construct, maintain or repair said road;  
that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under the permits for wells associated with the Town of Jackson water supply system located on other properties; those ground water rights will be retained;  
that all rights under the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;  
Bluffs Development Group, LLC  
a Wyoming limited liability company  
Signature by separate affidavit.



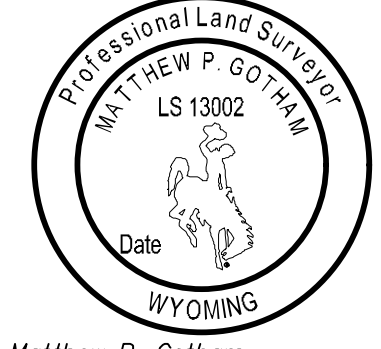
**CERTIFICATE OF ENGINEER**  
State of Wyoming )  
County of Teton ) SS  
I, Aaron F. Japel, of Jackson, Wyoming, do hereby certify that I am a licensed Wyoming Engineer, and affirm that the water distribution and sewage collection system designed to serve the foregoing subdivision was designed to meet all applicable Town of Jackson, County, State, and Federal requirements, and that said system will be adequate and safe, provided that said system are constructed as designed and operated correctly.



Aaron F. Japel  
Wyoming P.E. 10240  
The foregoing instrument was acknowledged before me by Aaron F. Japel this \_\_\_\_\_ day of \_\_\_\_\_ 2021.  
WITNESS my hand and official seal.

Notary Public  
My commission expires:

**CERTIFICATE OF SURVEYOR**  
State of Wyoming )  
County of Teton ) SS  
I, Matthew P. Gotham, a Wyoming Professional Land Surveyor, employed by Jorgensen Associates, Inc. of Jackson, Wyoming hereby certify that this plat was made from data obtained during field surveys performed by others under my direction from December 2018 to July 2020 and from records in the Office of the Clerk of Teton County, Wyoming;  
that this plat correctly represents BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON, the boundary of which is identical with:  
Lot 1 of the Crystal Valley Subdivision recorded as Plat No. 1051 in the Office of the Clerk of Teton County, Wyoming;  
The above-described Lot contains an area of 1.47 acres, more or less.  
BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON being SUBJECT TO and/or having the use and benefit of easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements, and encumbrances as called for in the Certificate of Owners and/or as shown on the detail map of this plat.



Matthew P. Gotham  
Wyoming PLS 13002  
The foregoing instrument was acknowledged before me by Matthew P. Gotham this \_\_\_\_\_ day of \_\_\_\_\_ 2021.  
WITNESS my hand and official seal.

Notary Public  
My commission expires:

**CERTIFICATE OF APPROVAL**  
State of Wyoming )  
County of Teton ) SS  
Town of Jackson )  
Pursuant to, and in accordance with Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTEST: TOWN OF JACKSON

Sandra P. Birdshaw, Town Clerk Hailey Morton Levinson, Mayor

Brian T. Lenz, Engineer Paul Anthony, Planning Director

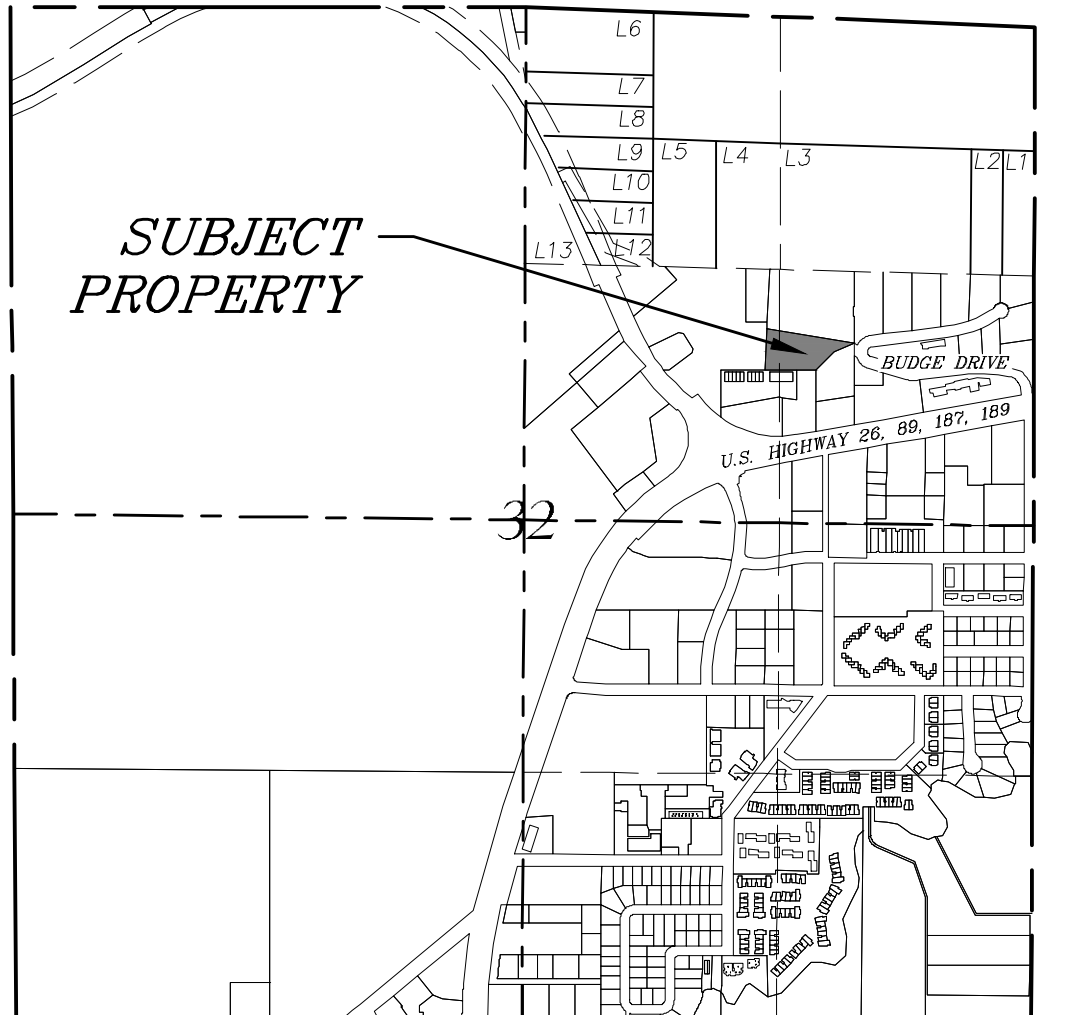
The foregoing instrument was acknowledged before me by Pete Muldoon, Mayor, this \_\_\_\_\_ day of \_\_\_\_\_ 2021.  
WITNESS my hand and official seal.

Notary Public  
My commission expires:  
The foregoing instrument was acknowledged before me by Sandy Birdshaw, Town Clerk, this \_\_\_\_ day of \_\_\_\_\_ 2021.  
WITNESS my hand and official seal.

Notary Public  
My commission expires:  
The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this \_\_\_\_ day of \_\_\_\_\_ 2021.  
WITNESS my hand and official seal.

Notary Public  
My commission expires:  
The foregoing instrument was acknowledged before me by Paul Anthony, Planning director, this \_\_\_\_\_ day of \_\_\_\_\_ 2021.  
WITNESS my hand and official seal.

Notary Public  
My commission expires:



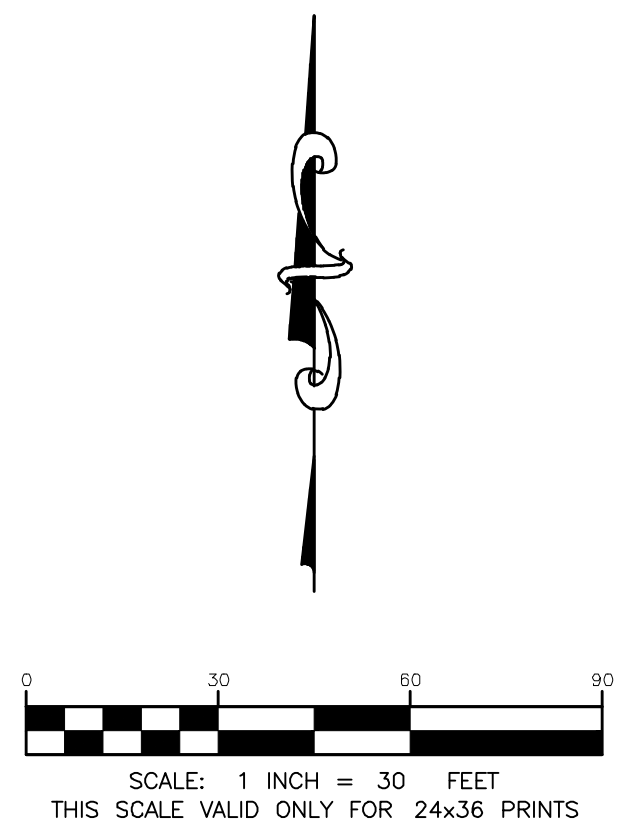
**VICINITY MAP**  
SHOWING  
Section 32  
T41N, R116W, 6th P.M.  
SCALE 1"=1000'

**LAND USE SUMMARY**  
TOTAL AREA: 1.47± Acres  
5 TOTAL LOTS: 5 Single-Family Residential (Lots 1-5)

**SURVEYOR & ENGINEER**  
Jorgensen Associates, Inc.  
P.O. Box 9550  
Jackson, WY 83302  
307-733-5150

**OWNER & SUBDIVIDER**  
Bluffs Development Group, LLC  
P.O. Box 551  
Jackson, Wyoming 83001

PREPARATION DATE: June 18, 2021  
REVISION DATE:



**BLUFFS FIRST ADDITION TO THE TOWN OF JACKSON**

LOCATED WITHIN THE  
S1/2NE1/4 Section 32  
T41N, R116W, 6th P.M.  
Teton County, Wyoming  
Sheet 1 of 1