



# 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
- ☒ Joint Housing Dept

### Teton County

- ☐ Planning Division

- ☐ Engineer
- ☐ Surveyor- *Nelson*
- ☐ Assessor
- ☐ Clerk and Recorder
- ☐ Road and Levee

### State of Wyoming

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

### Federal Agencies

- ☐ Army Corp of Engineers

### Utility Providers

- ☐ Qwest
- ☐ Lower Valley Energy
- ☐ Bresnan Communications

### Special Districts

- ☒ START
- ☒ Jackson Hole Fire/EMS
- ☐ Irrigation Company

<p>Date: July 13, 2022</p> <p>Item #: P22-109</p> <hr/> <p>Planner: Katelyn Page</p> <p>Phone: 733-0440 ext. 1302</p> <p>Email: <a href="mailto:kpage@jacksonwy.gov">kpage@jacksonwy.gov</a></p> <hr/> <p><b>Owner</b>          Corner Land, LLC          PO Box 14250          Jackson, WY 83002</p> <hr/> <p><b>Applicant</b>          Workshop Collaborative LLC          755 South Hi Country Dr.          Jackson, WY 83001</p>	<p style="text-align: center;"><b>REQUESTS:</b></p> <p>The applicant is submitting a request for a Basic Use Permit to add Outfitter/Tour Operator (gear &amp; Jeep rentals) as a second primary use at the property located at 401 N Cache St. (Chevron Gas Station) legally known as LOTS 5-6, BLK. 4, JONES PIDN: 22-41-16-28-4-01-003</p> <p>This is an amendment to the original BUP submission dated May 2, 2022. For questions, please call Katelyn Page at 733-0440, x1302 or email to the address shown below. Thank you.</p>
<p><b>Please respond by:    July 26, 2022 (Sufficiency)</b>  <b>August 2, 2022 (with Comments)</b></p>	

**RESPONSE:** For Departments not using Trak-it, please send responses via email to:  
[alangley@jacksonwy.gov](mailto:alangley@jacksonwy.gov)



**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: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Lot, Subdivision: \_\_\_\_\_ PIDN: \_\_\_\_\_

**PROPERTY OWNER.**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**APPLICANT/AGENT.**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**DESIGNATED PRIMARY CONTACT.**

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

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

**Use Permit**

\_\_\_\_\_ Basic Use  
\_\_\_\_\_ Conditional Use  
\_\_\_\_\_ Special Use

**Relief from the LDRs**

\_\_\_\_\_ Administrative Adjustment  
\_\_\_\_\_ Variance  
\_\_\_\_\_ Beneficial Use Determination  
\_\_\_\_\_ Appeal of an Admin. Decision

**Physical Development**

\_\_\_\_\_ Sketch Plan  
\_\_\_\_\_ Development Plan  
\_\_\_\_\_ Design Review

**Subdivision/Development Option**

\_\_\_\_\_ Subdivision Plat  
\_\_\_\_\_ Boundary Adjustment (replat)  
\_\_\_\_\_ Boundary Adjustment (no plat)  
\_\_\_\_\_ Development Option Plan

**Interpretations**

\_\_\_\_\_ Formal Interpretation  
\_\_\_\_\_ Zoning Compliance Verification

**Amendments to the LDRs**

\_\_\_\_\_ LDR Text Amendment  
\_\_\_\_\_ Map Amendment

**Miscellaneous**

\_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_ Environmental Analysis

**PRE-SUBMITTAL STEPS.** To see if pre-submittal steps apply to you, go to [www.townofjackson.com/200/Planning](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 #: \_\_\_\_\_ Environmental Analysis #: \_\_\_\_\_

Original Permit #: \_\_\_\_\_ Date of Neighborhood Meeting: NA

**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?

\_\_\_\_\_ **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.

\_\_\_\_\_ **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 <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title





INTERNATIONAL RESIDENTIAL & BUILDING CODE NOTES / BUILDING SCIENCE NOTE

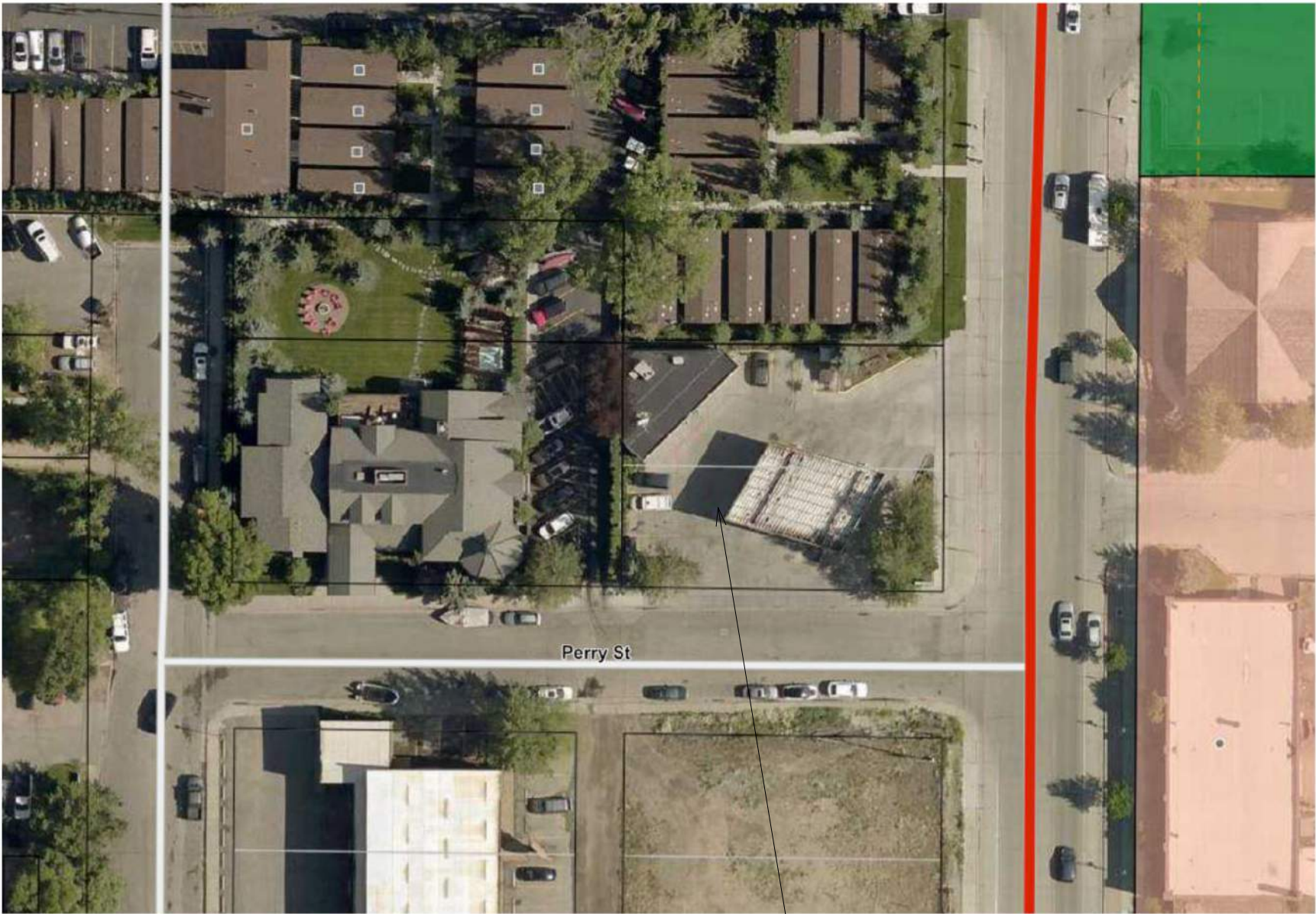
THE BUILDING SHALL CONFORM TO THE LATEST EDITION OF INTERNATIONAL RESIDENTIAL CODE AND INTERNATIONAL BUILDING CODE (WHEN APPLICABLE). THE GENERAL CONTRACTOR SHALL VERIFY THE BUILDING CONSTRUCTION CONFORMS TO CODE. IN PARTICULAR, THE FOLLOWING ITEMS SHALL CONFORM TO THE REFERRED SECTION OF THE CODE.

- THE PROJECT SHALL BE CONSTRUCTED TO COMPLY WITH THE FIRE-RESISTANT CONSTRUCTION PER R302 IN PARTICULAR
- OPENINGS AND PENETRATIONS THROUGH THE WALLS OR CEILINGS SEPARATING THE DWELLING FROM THE GARAGE SHALL BE IN ACCORDANCE WITH SECTIONS R302.5.1 THROUGH R302.5.3.
- THE GARAGE SHALL BE SEPARATED AS REQUIRED BY TABLE R302.6. OPENINGS IN GARAGE WALLS SHALL COMPLY WITH SECTION R302.5. ATTACHMENT OF GYPSUM BOARD SHALL COMPLY WITH TABLE R702.3.5. THE WALL SEPARATION PROVISIONS OF TABLE R302.6 SHALL NOT APPLY TO GARAGE WALLS THAT ARE PERPENDICULAR TO THE ADJACENT DWELLING UNIT WALL.
- FLAME SPREAD AND SMOKE-DEVELOPED INDEX FOR INSULATION SHALL BE IN ACCORDANCE WITH SECTIONS R302.10.1 THROUGH R302.10.5.
- FIREBLOCKING SHALL BE COMPLY WITH R302.11
- FIREBLOCKING SHALL BE PROVIDED IN WOOD-FRAMED CONSTRUCTION IN THE FOLLOWING LOCATIONS:
  1. IN CONCEALED SPACES OF STUD WALLS AND PARTITIONS, INCLUDING FURRED SPACES AND PARALLEL ROWS OF STUDS OR STAGGERED STUDS, AS FOLLOWS:
    - 1.1. VERTICALLY AT THE CEILING AND FLOOR LEVELS.
    - 1.2. HORIZONTALLY AT INTERVALS NOT EXCEEDING 10 FEET (3048 MM).
  2. AT INTERCONNECTIONS BETWEEN CONCEALED VERTICAL AND HORIZONTAL SPACES SUCH AS OCCUR AT SOFFITS, DROP CEILINGS AND COVE CEILINGS.
  3. IN CONCEALED SPACES BETWEEN STAIR STRINGERS AT THE TOP AND BOTTOM OF THE RUN. ENCLOSED SPACES UNDER STAIRS SHALL COMPLY WITH SECTION R302.7.
  4. AT OPENINGS AROUND VENTS, PIPES, DUCTS, CABLES AND WIRES AT CEILING AND FLOOR LEVEL, WITH AN APPROVED MATERIAL TO RESIST THE FREE PASSAGE OF FLAME AND PRODUCTS OF COMBUSTION. THE MATERIAL FILLING THIS ANNULAR SPACE SHALL NOT BE REQUIRED TO MEET THE ASTM E136 REQUIREMENTS.
  5. FOR THE FIREBLOCKING OF CHIMNEYS AND FIREPLACES, SEE SECTION R1003.19.
  6. FIREBLOCKING OF CORNICES OF A TWO-FAMILY DWELLING IS REQUIRED AT THE LINE OF DWELLING UNIT SEPARATION.
- ALL OUTDOOR INTAKE & EXHAUST OPENINGS SHALL CONFORM TO SECTION R303.4
- ALL STAIRWAY (INTERIOR & EXTERIOR) ILLUMINATION SHALL CONFORM TO SECTION R303.7 AND R303.8
- ALL TOILE, BATH AND SHOWER SPACES SHALL COMPLY WITH R307
- ALL GLAZING SHALL CONFORM TO SECTION R308
- ALL GARAGE AND CARPORTS SHALL CONFORM TO R309
- ALL BASEMENT (WITH HABITABLE SPACE) & EVERY SLEEPING ROOM SHALL HAVE AT LEAST ONE OPERABLE EMERGENCY ESCAPE & RESCUE OPENING CONFORMING TO SECTION R310
- THE DWELLING SHALL HAVE A MEANS OF EGRESS COMPLYING TO R311.
  - ALL STAIR RISER SHALL NOT EXCEED 7 3/4" AND ALL TREADS SHALL NOT BE LESS THAN 10" -REFER TO SECTION R311.7 FOR ALL STAIRWAY REQWINTS.
  - ALL HANDRAILS SHALL CONFORM TO SECTION R311.7.8
- ALL GUARDS (GUARD RAILS) SHALL BE MIN. 36" REFER TO SECTIONS R312
- IF AN AUTOMATIC FIRE SPRINKLER SYSTEM IS SPECIFIED OR REQUIRED IT SHALL COMPLY WITH R313.
- SMOKE ALARM / CARBON MONOXIDE DETECTORS SHALL BE INSTALLED IN THE FOLLOWING LOCATIONS AND SHALL CONFORM TO R314 AND R315.
  - IN EACH SLEEPING ROOM
  - OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS
  - ON EACH ADDITIONAL STORY OF THE DWELLING, INCLUDING BASEMENTS AND HABITABLE ATTICS AND NOT INCLUDING CRAWL SPACES AND UNINHABITABLE ATTICS. IN DWELLINGS OR DWELLING UNITS WITH SPLIT LEVELS AND WITHOUT AN INTERVENING DOOR BETWEEN THE ADJACENT LEVELS, A SMOKE ALARM INSTALLED ON THE UPPER LEVEL SHALL SUFFICE FOR THE ADJACENT LOWER LEVEL PROVIDED THAT THE LOWER LEVEL IS LESS THAN ONE FULL STORY BELOW THE UPPER LEVEL.
  - SMOKE ALARMS SHALL BE INSTALLED NOT LESS THAN 3 FEET (914 MM) HORIZONTALLY FROM THE DOOR OR OPENING OF A BATHROOM THAT CONTAINS A BATHTUB OR SHOWER UNLESS THIS WOULD PREVENT PLACEMENT OF A SMOKE ALARM REQUIRED BY THIS SECTION.
- ALL FOAM PLASTIC AND ALL INSULATION SHALL CONFORM TO SECTIONS R316
- PROTECTION OF WOOD AND WOOD-BASED PRODUCTS AGAINST DECAY SHALL BE PROVIDED AND INSTALLED PER R317
- THE BUILDING SHALL BE ADDRESSED PER R319.
- IF APPLICABLE ALL SWIMMING POOLS, SPAS AND HOT TUBS SHALL COMPLY WITH R326
- REFER AND CONFORM TO APPENDIX F FOR RADON CONTROL METHODS AND REQUIREMENTS
- IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND ALL ASSOCIATED TRADES TO COMPLY WITH CHAPTER 11 OF THE INTERNATIONAL RESIDENTIAL CODE AND/OR CHAPTER 14 OF THE INTERNATIONAL BUILDING CODE FOR THIS PROJECT.

IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND ALL ASSOCIATED TRADES TO COMPLY WITH ALL THE RECOMMENDATIONS IN THE PUBLICATION "BUILDER'S GUIDE TO COLD CLIMATES" BY JOSEPH LSTIBUREK PUBLISHED BY BUILDING SCIENCE PRESS. INFORM ARCHITECT OF ANY INFORMATION CONTAINED IN THESE DOCUMENTS THAT CONFLICT WITH THE GUIDE.

**FIRE SAFETY REQUIREMENTS**

- STRUCTURE SHALL BE BUILT WITH A ROOF COVERING OF AT LEAST A 'CLASS B' ROOF COVERING, ASSEMBLY OR AN APPROVED NONCOMBUSTIBLE ROOF COVERING. ANY SPACES BETWEEN THE ROOF COVERING AND ROOF DECKING SHALL BE FIRESTOPPED TO PRECLUDE ENTRY OF FLAMES OR EMBERS.
- ATTIC VENTILATION OPENINGS, SOFFIT VENTS, FOUNDATION OR UNDERFLOOR VENTS OR OTHER VENTILATION OPENINGS IN VERTICAL EXTERIOR WALLS AND VENTS THROUGH ROOFS SHALL NOT EXCEED 144 SQUARE INCHES EACH. VENTS SHALL REQUIRE BY A NON-CORROSIVE, NON-COMBUSTIBLE COVERING WITH OPENINGS NOT TO EXCEED 1/4 INCH. (EXCEPTION: MECHANICAL VENT OPENINGS PERMITTED TO EXCEED 144 SQUARE INCHES WITH THE REQUIRED NON-CORROSIVE, NON-COMBUSTIBLE COVERING WITH OPENINGS NOT TO EXCEED 1/4 INCH.)
- CHIMNEY SPARK ARRESTOR WITH OPENINGS NOT TO EXCEED 1/2 INCH SHALL BE INSTALLED.
- ADDRESS MARKER VISIBLE FROM THE ROAD SHALL BE INSTALLED.
- 30 FEET OF DEFENSIBLE SPACE IS REQUIRED INCLUDING TREE BRANCHES 10 FEET OR GREATER FROM STRUCTURES AND SPACING BETWEEN TREES TO BE 15 FEET OR GREATER.



PROJECT SITE

PROJECT NARATIVE

EXISTING PROPERTY:

The existing property will be used as a gas station and convenience store. The property contains one, 1 story building, with merchandise area, ADA bathroom, cashier, storage, walk-in cooler and office. Canopy with four double side gas pumps that can service eight cars at a time.

PROPOSED ADDED USE:

The proposed added use Outfitter/ Tour Operator consists of the following (all seasonal use only May - October):

- Add two outdoor bike racks that will hold 5 cruiser bikes and 5 E-bikes for rentals. There will also be 5 cruiser and E-bikes located inside the building for rentals. All bikes to be stored inside at night. Seasonal use only (May-October).
- 5 paddle boards located outside for rentals. 5 paddle boards inside for rentals. All paddle boards to be stored inside at night. Seasonal use only (May-October).
- 2 Jeeps located on site for rentals. No more than two Jeep stored on site at a time. Seasonal use only (May-October). Personal vehicles of individuals renting jeeps will park in place of rental Jeep.
- 3 Picnic Tables added to site landscape areas (see A011 for locations). Seasonal use only (May-October).
- All seasonal equipment (Bikes, Paddle Boards, Jeeps and Picnic Tables) to be stored off site at the followind address:  
2070 North Rendevous Dr.  
Wilson, WY 83014
- Remodel interior space to add New Rental Station and New Gear Racks.
- New Walkup window for Grab & Go Sandwiches, smoothies and other food items. All food items to be prepared off site and must accord to county health code.
- Parking: Required parking for Heavy Retail/ Service use is 3 parking spots. There are 12 existing parking spots on site with 2 new parking spots added for the two rental jeeps. Personal vehicles of individuals renting jeeps will park in place of rental Jeep. With 1 street parking spot on North Cache Street. This leaves a total of 10 parking spots for Outfitter/ Tour Operation. Since there will be no tour operation and just rental, we feel this is adiquate parking for the additional operation added to the site.
- Employees & Housing: With the additional Outfitter/ Tour Operations, there will be one additional employee added to the already existing two employees for a total of three. Housing is beeing provided for the one additional employee at 1010 South Park Loop Road, Unit 10, Jackson, Wyoming 83002. This is a deed resticted unit and see Sublease Agreement for additional information.

SHEET INDEX

SHEET HEADERS	SHEET #	SHEET NAME
	A000	COVER SHEET
	A010	SITE PLAN - EXISTING
	A011	SITE PLAN - NEW
	A101	FIRST FLOOR PLAN - EXISTING
	A102	FIRST FLOOR PLAN - NEW
	A103	ROOF PLAN - EXISTING
	A104	ROOF PLAN - NEW
	A801	3D VIEW - EXISTING
	A802	3D VIEW - NEW

PROJECT NAME AND LOCATION:

CHEVRON GAS STATION

401 North Cache Street  
Jackson, WY 83001

OWNER

CORNER LAND LLC  
PO BOX 14250  
JACKSON, WY 83002-4250

AUTHORIZED AGENT

STEVE KANESS  
WORKSHOP COLLABORATIVE - ARCHITECTURE & PLANNING  
755 HI COUNTRY DRIVE  
JACKSON, WY 83001

ZONING DISTRICT CR-2 (COMMERICAL  
RESIDENTIAL -2)

ZONING OVERLAY LODGING OVERLAY

BUILDING OCCUPANCY/USE  
EXISTING: HEAVY RETAIL/ SERVICE  
NEW: OUTFITTER/ TOUR OPERATOR

LOT AREA 13,068 SQ. FT - 0.30 AC.

TYPE GAS STATION  
CONVENIENCE STORE

TYPE OF CONSTRUCTION VB

FIRE SPRINKLER NO

EXISTING NO. OF STORIES 1

PROPOSED NO. OF STORIES 1

ALLOWABLE BUILDING HEIGHT 42' - 0" FT.

AREA CALCULATIONS: SIGHT 14' - 8" FT.

EXISTING AREA:  
EXISTING HABITABLE = 1,368 SF  
EXISTING NON-HABITABLE = 0 SF

NEW AREA:  
NEW HABITABLE = 0 SF  
NEW NON-HABITABLE = 0 SF  
TOTAL = 1,368 SF

LANDSCAPE CALCULATIONS

GROSS SITE AREA = BASE SITE AREA = 0.30 AC (13,068SF)  
**SITE DEVELOPMENT:**  
ALLOWABLE SITE DEVELOPMENT = 11,761 SF  
EXISTING SITE DEVELOPMENT = 11,149 SF  
PROPOSED SITE DEVELOPMENT = 0 SF  
**LANDSCAPING:**  
LANDSCAPE AREA MINIMUM = 1,307 SF  
EXISTING LANDSCAPE AREA = 1,919 SF  
PROPOSED LANDSCAPE AREA = 0 SF

PARKING CALCULATIONS

PARKING REQUIREMENTS

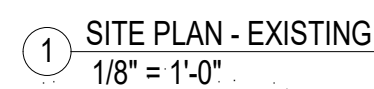
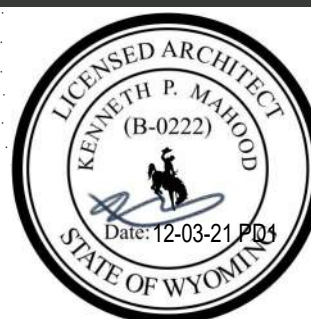
HEAVY RETAIL/ SERVICE USE: 2.0/1,000sf  
(1,368sf \* 2/1000) = 2.73 SPACES  
TOTAL REQD PARKING: 3 SPACES  
OUTFITTER/ TOUR OPERATION USE: INDIVIDUAL CALCULATION  
TOTAL EXISTING PARKING ON SITE: 12 SPACES  
TOTAL NEW PARKING ON SITE: 2 SPACES  
TOTAL STREET PARKING: 1 SPACES  
TOTAL PARKING: 15 SPACES

TOTAL PARKING CREDIT EXCEEDING EXISTING: 12 SPACES

**CODES AND STANDARDS THIS PROJECT SHALL COMPLY WITH**  
2018 INTERNATIONAL BUILDING CODE (STRUCTURAL)  
2018 INTERNATIONAL RESIDENTIAL CODE  
2018 INTERNATIONAL PLUMBING CODE  
2018 INTERNATIONAL MECHANICAL CODE  
2018 INTERNATIONAL FUEL GAS CODE  
2017 NATIONAL ELECTRIC CODE  
JACKSON/TETON COUNTY COMPREHENSIVE PLAN

LANDSCAPING CONFORMING TO DIVISION 5.5 OF THE I.T.C.L.D.R









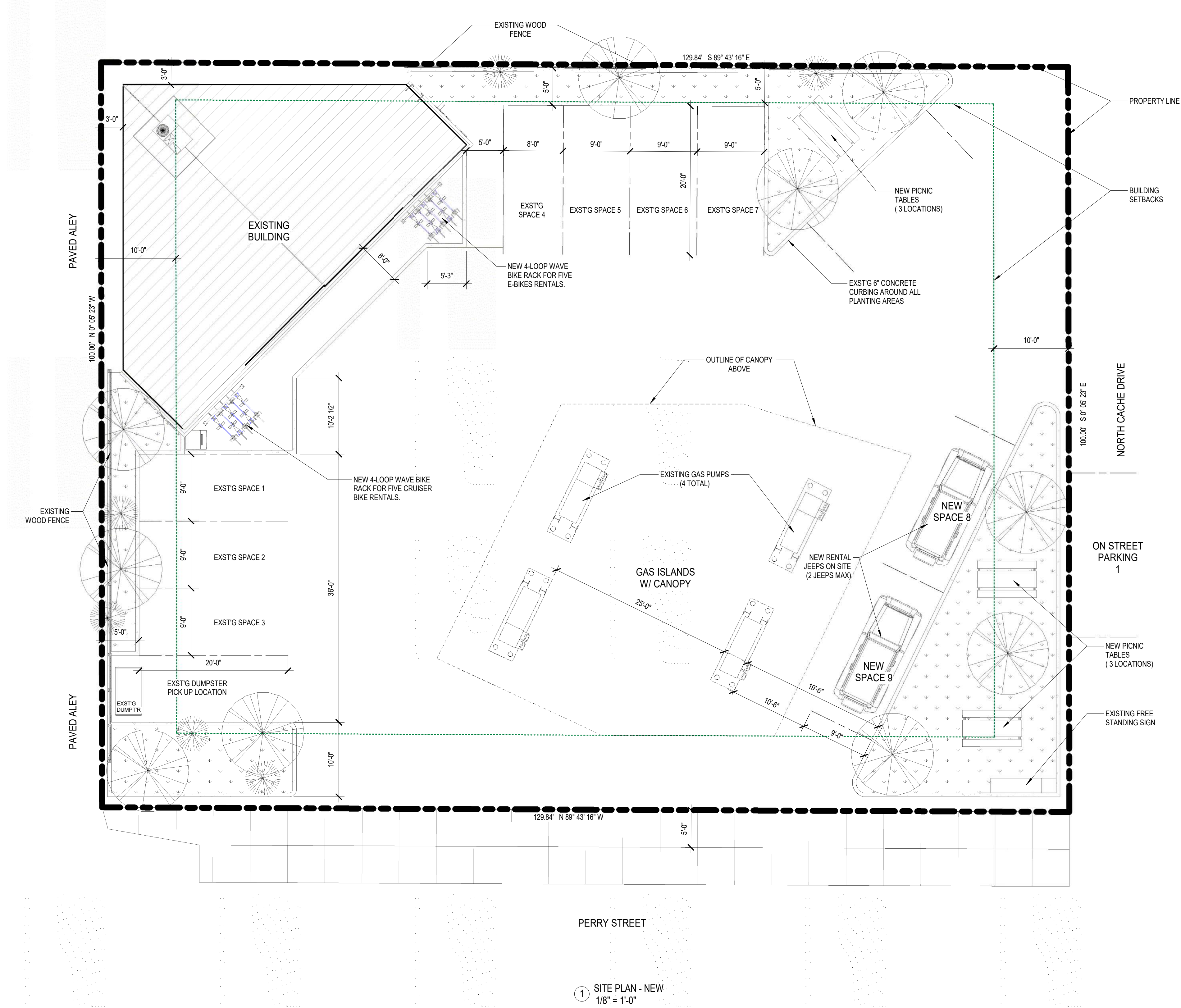
CHEVRON GAS STATION

401 NORTH CACHE STREET  
JACKSON, WY 83001

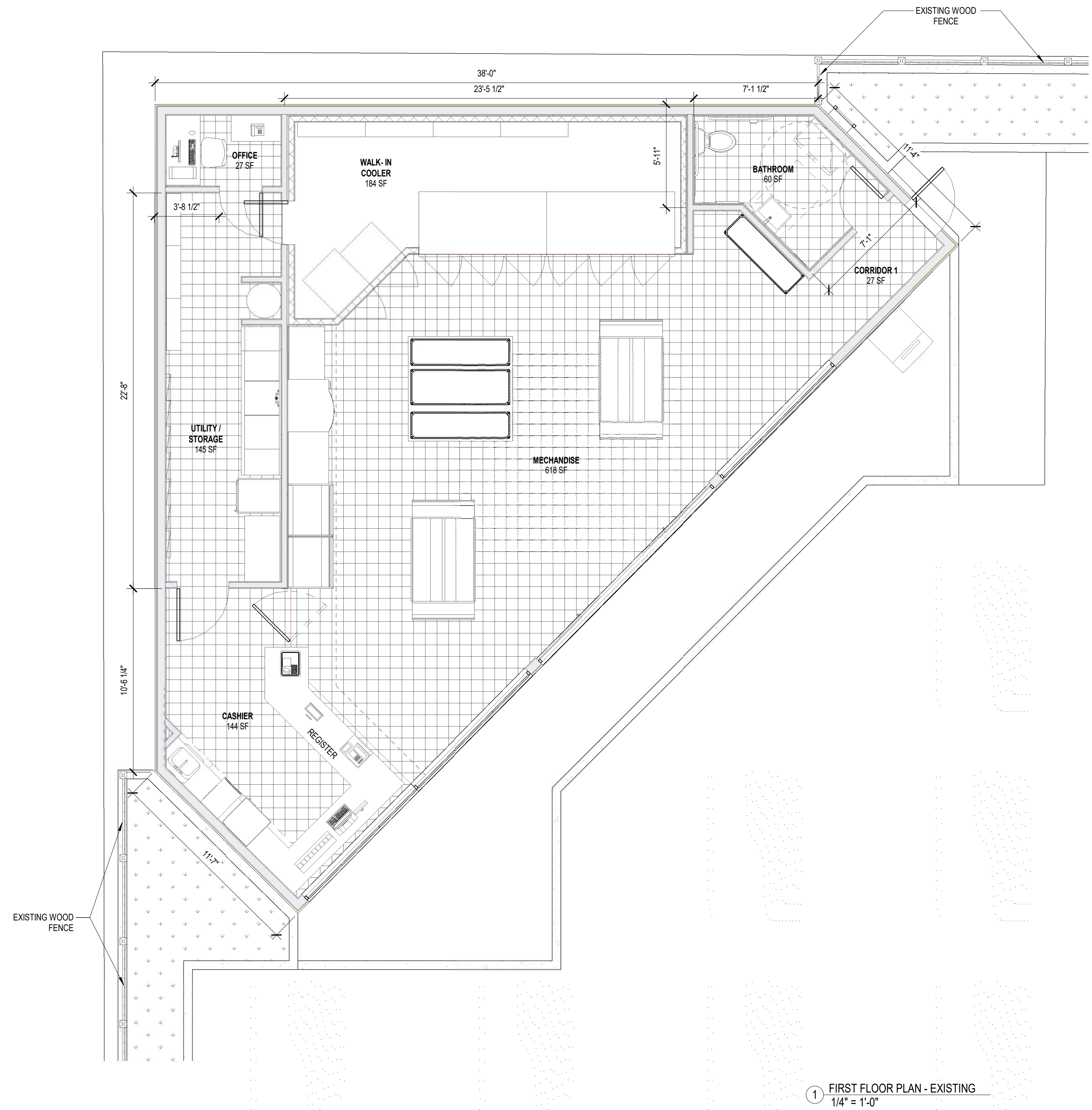
REVISIONS:

DATE: 12-03-21 PD1

A011  
SITE PLAN - NEW

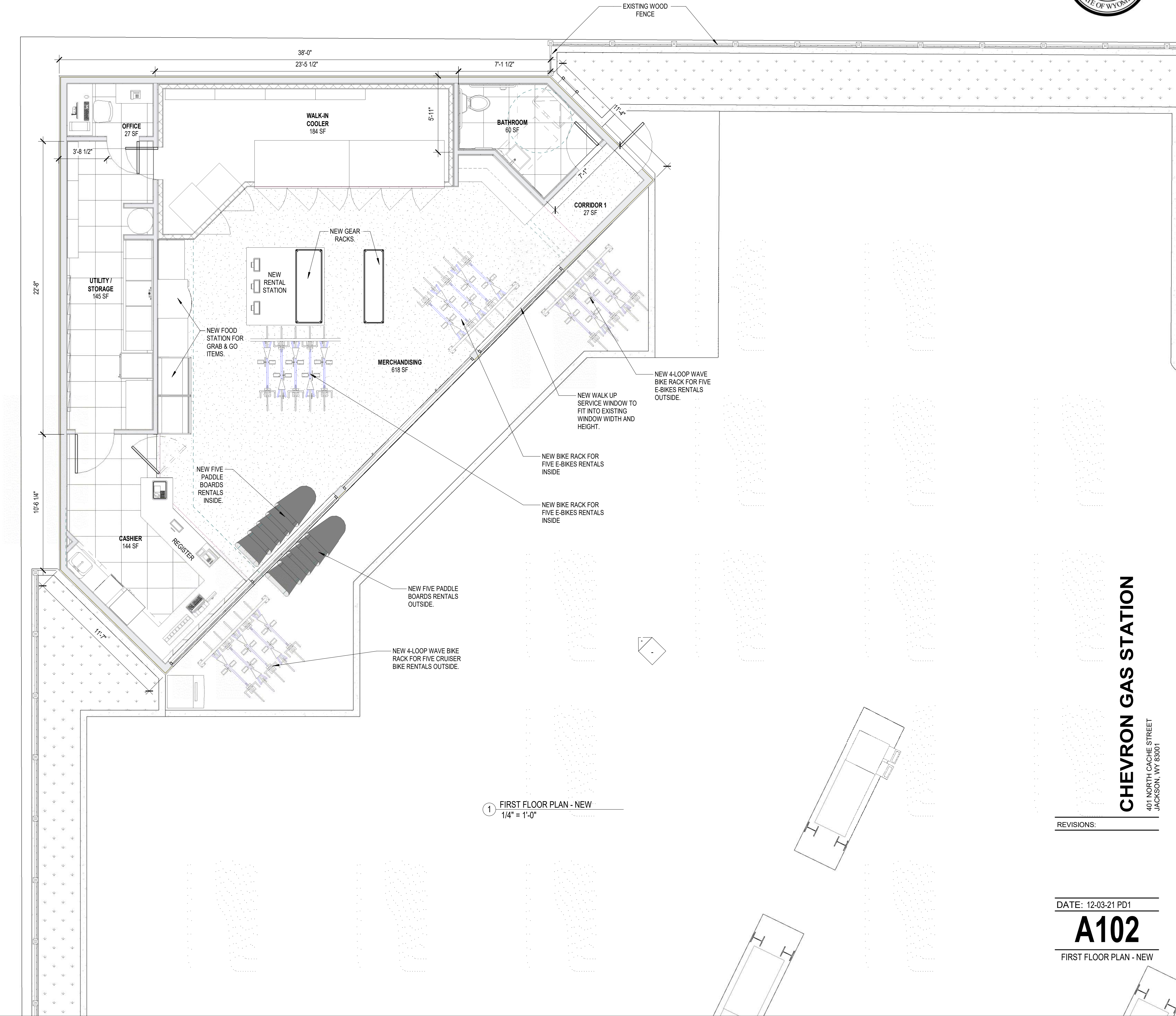






1 FIRST FLOOR PLAN - EXISTING  
1/4" = 1'-0"





1 FIRST FLOOR PLAN - NEW  
1/4" = 1'-0"

CHEVRON GAS STATION

401 NORTH CACHE STREET  
JACKSON, WY 83001

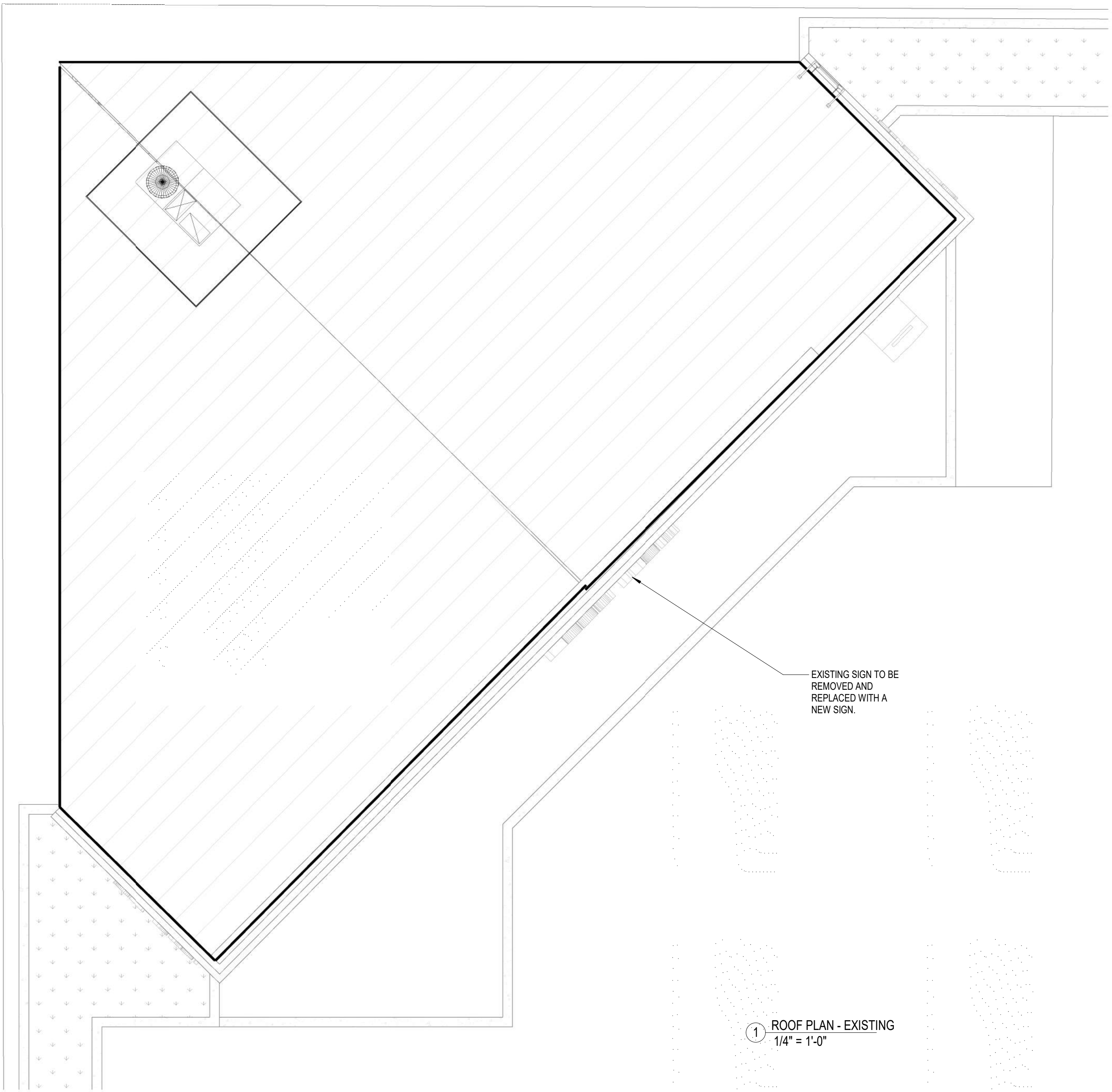
REVISIONS:

DATE: 12-03-21 PD1

A102

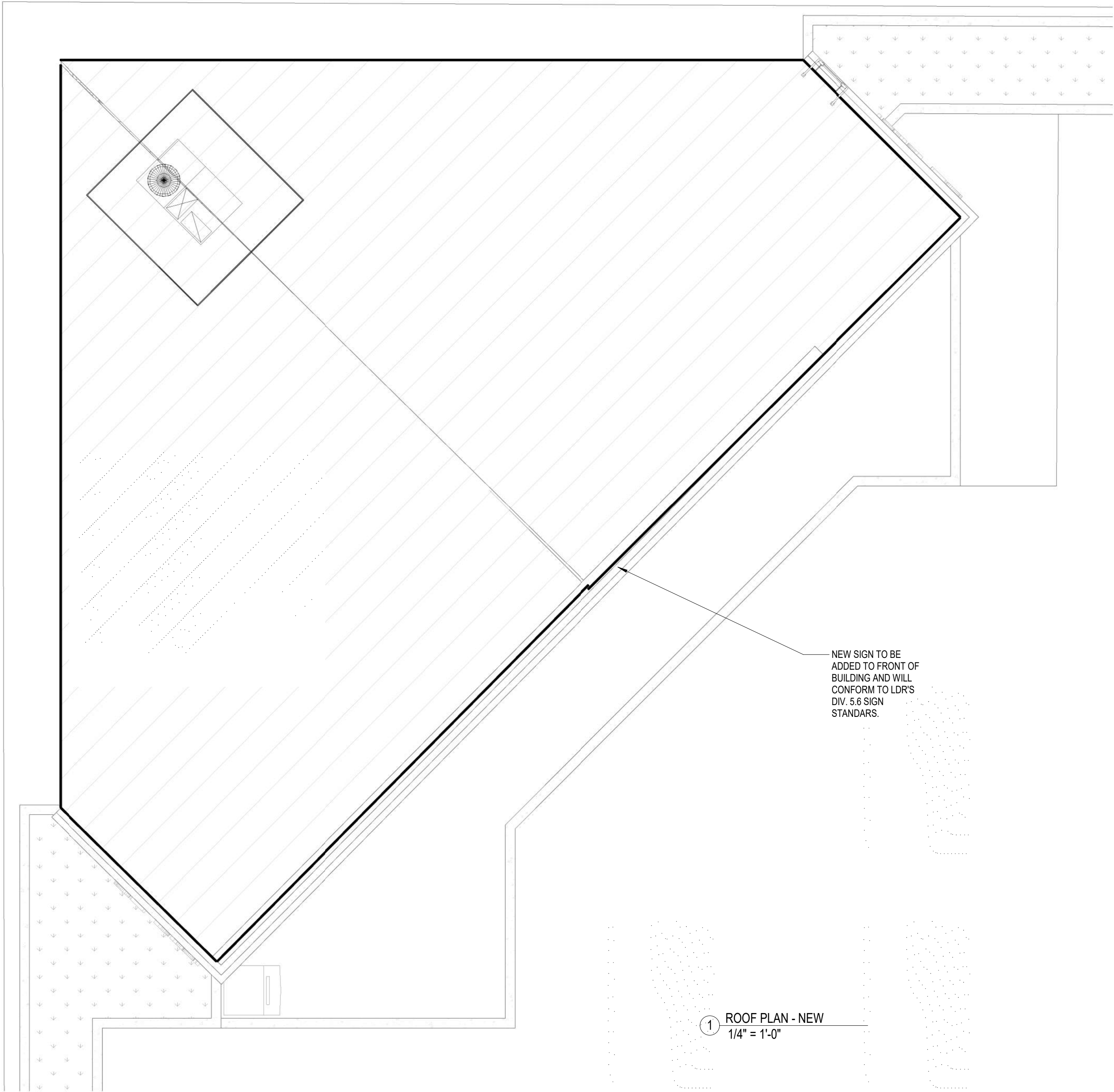
FIRST FLOOR PLAN - NEW





1 ROOF PLAN - EXISTING  
1/4" = 1'-0"









1 3D VIEW - EXISTING

CHEVRON GAS STATION

401 NORTH CACHE STREET  
JACKSON, WY 83001

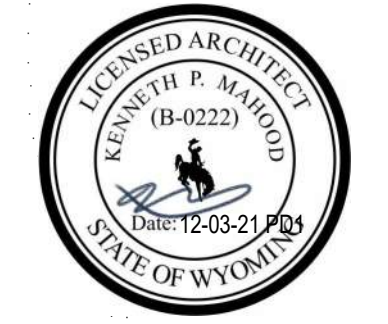
REVISIONS:

DATE: 12-03-21 PD1

A801

3D VIEW - EXISTING





1 3D VIEW - NEW

CHEVRON GAS STATION

401 NORTH CACHE STREET  
JACKSON, WY 83001

REVISIONS:

DATE: 12-03-21 PD1

**A802**

3D VIEW - NEW



## SUBLEASE AGREEMENT

This is an agreement to sublet real property according to the terms specified below.

The Sublessor agrees to sublet and the Subtenant agrees to take the premises described below. Both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

The Sublessor is: Backcountry Safaris, LLC

The Subtenant is: Bailey Wilburn

The location of the premises is: 1010 S Park Loop Rd, Unit 10, Jackson, WY 83002, Teton County, plus half of a section of the heated garage # 10. Space in the garage is for one vehicle and a reasonable amount of personal storage. No subleasing of garage space or storing other another person(s) possessions are not permitted at any time.

The term of this Sublease is month-to-month, beginning May 21, 2022. The rent is \$1,500.00 per month, payable in advance on the 1<sup>st</sup> day of each month. The rent is payable to Backcountry Safaris, LLC at: 1230 Ida Lane, Unit 10, Wilson, WY 83014. The rent includes water, electricity and garbage service. The lease will terminate on upon written notice of 30-days in advance and given to a member of the management team.

In lieu of a \$500.00 security deposit, Employee agrees to allow Backcountry Safaris, LLC to hold the last paycheck if any damage is incurred in the apartment or the garage. Once restitution is made for the damages Backcountry Safaris, LLC will release the paycheck to the Employee.

Bailey Wilburn (employee) must be employed full-time for Backcountry Safaris, LLC or one of its subsidiaries as a condition of Sublease. Upon forced termination Employee must vacate the apartment immediately and will surrender the current month's rent.

If Employee resigns from company the Employee must provide written notice of 30 days and must vacate the apartment at the end of working for Backcountry Safaris, LLC, as this space is dedicated explicitly as employee housing.

There are no pets permitted in the apartment at any time. Nor any friends or guests are permitted to have pets of any kind in the apartment, this is a strict violation of the lease agreement and will result in a request to vacate the apartment immediately and surrender any rent during the month.

Guests are permitted on a limited basis and must be cleared with Backcountry Safaris, LLC Owners and/or Management prior to visit, as this unit is designated for only a single person, as noted on the Deed by Teton County Wyoming.

There is no smoking, of any kind, permitted, nor is the use or distribution of illegal substances.

The Subtenant will be liable to the Sublessor for any damages occurring to the premises of the contents thereof or to the building which are done by the Subtenant or his guests.

This Sublease agreement incorporates and is subject to the original lease agreement between the Sublessor and his Lessor. The Subtenant agrees to assume all of the obligations and responsibilities of the Sublessor under the original lease for the duration of the Sublease agreement.

In the event of any legal action concerning this Sublease, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court wherein such judgement shall be entered.

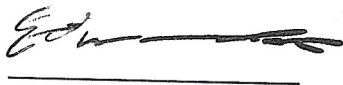
This Lease constitutes the sole agreement between the parties, and no additions, deletions or modifications may be accomplished without the written consent of both parties (ANY ORAL REPRESENTATIONS MADE AT THE TIME OF EXECUTING THIS LEASE ARE NOT LEGALLY VALID AND, THEREFORE, ARE NOT BINDING UPON EITHER PARTY).

The words "Sublessor" and "Subtenant" as used herein include the plural as well as the singular; no regard for gender is intended by the language in this Sublease.

Each signatory to this Sublease acknowledges receipt of an executed copy thereof.

The parties hereby bind themselves to this agreement by their signatures affixed below on this the 21st, day of May, 2022.

SUBLESSOR

A handwritten signature in black ink, appearing to read "Ed Woodard", written over a horizontal line.

Ed Woodard (date)

Backcountry Safaris, LLC

SUBTENANT

A handwritten signature in black ink, appearing to read "Bailey Wilburn", written over a horizontal line.

Bailey Wilburn (date)

Employee



## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease") is made and entered into as of July 1, 2021 (the "Effective Date") by **CORNER LAND LLC**, a Wyoming limited liability company (hereinafter referred to as LESSOR), and **BACKCOUNTRY SAFARIS, LLC**, a Wyoming limited liability company (hereinafter referred to as LESSEE).

### WITNESSETH:

LESSOR does lease unto LESSEE, and LESSEE does hereby lease from LESSOR, as tenant, the buildings and related amenities and properties comprising that certain parcel of real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, having an address of 401 N. Cache Street, Jackson, WY 83001 (hereinafter referred to herein as the "Property").

#### 1. TERM

The Term of the Lease, and LESSEE'S date of occupancy, shall commence on the Effective Date and end on May 31, 2022 (the "Term"). The Term shall automatically renew on June 1, 2022 and continue through May 31, 2023, and thereafter shall renew for successive one (1) year terms (each, a "Renewal Term") Notwithstanding the foregoing, either party may terminate this Lease, with such termination to be effective on the next anniversary of the Term, by providing the other party with no less than ninety (90) days' prior written notice.

#### 2. RENT

LESSEE covenants to pay to LESSOR as monthly rent (the "Rent"), plus applicable sales tax, during the Term, without demand, setoff or deduction, the sum of \$10,000.00.

Payment of Rent shall be to LESSOR at PO Box 14250, Jackson, WY 83002 or at such other place LESSOR may from time to time designate in writing.

LESSEE agrees to pay a late charge of five percent (5%) of the Rent for any rental payment not made within ten (10) days of the due date. Further, any Rent or other payment due herein which is not paid within ten (10) days after the date when due will automatically accrue interest of twelve percent (12%) per annum from the date when due until the date paid.

In addition to Rent, LESSEE agrees to pay (or reimburse LESSOR at LESSOR'S option) as Additional Rent (as hereinafter defined): (a) all real estate taxes for the Property (prorated for the first and last month of the Term); (b) all personal property taxes attributable to the Property; (c) all premiums for the insurance policies required of LESSEE pursuant to paragraph 6 hereof, and (d) all repairs, replacements, maintenance, utilities and operating expenses related to the Property; it being



the intention that the Rent shall be NNN to LESSOR. Operating expenses include, without limitation, employee wages, benefits and employment taxes; gasoline and convenience store inventory; compliance with State and Federal regulations (including the Wyoming Department of Environmental Quality, Solid and Hazardous Waste Division, and Storage Tank Program) concerning the operation of a gas station; payments required under the Kellerstrass Supply Agreement (as more fully described in paragraph 32 below); utilities; and all other usual and customary expenses for the operation of the Property and business being conducted thereon.

LESSEE shall pay LESSOR for the cost of all gasoline, as well as the convenience store inventory (in the fixed amount of \$12,000.00), on hand as of the Effective Date, such payment to be made within 5 days thereof. It is acknowledged that LESSEE shall retain all revenues generated in connection with the approved use of the property (as set forth in paragraph 5 below); provided, however, that revenues for the Effective Date shall belong to LESSOR up through and including the 11:00 am batch closing pursuant to the Kellerstrass Agreement (as hereafter defined). On the date of termination of this Lease, LESSEE shall leave no less than 25% of the full gasoline capacity in the fuel tanks.

In addition to the foregoing Rent, all other payments to be made by LESSEE to LESSOR pursuant to this Lease shall be deemed to be and shall become additional rent ("Additional Rent") hereunder whether or not the same be designated as such; and shall be due and payable on demand or together with the next succeeding installment of Rent, whichever shall first occur; and LESSEE shall have the same remedies for failure to pay the same as for non-payment of Rent. LESSOR, at its election, shall have the right to pay for or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of LESSEE to perform any of the provisions of this Lease, and in the event LESSOR shall, at its election, pay such sums or do such acts requiring the expenditures of monies, LESSEE agrees to pay LESSOR, upon demand, all such sums, and the sums so paid by LESSOR, together with interest thereon, shall be deemed Additional Rent and be payable as such.

### 3. SECURITY DEPOSIT/PAYMENT OF FIRST AND LAST MONTHS

RENT. A security deposit of \$10,000.00 shall be paid by LESSEE to LESSOR upon execution hereof. Said security deposit shall be held by LESSOR to secure LESSEE'S full and faithful performance of its obligations under this Lease in accordance with Wyoming law. Whenever the monthly Rent increases under this Lease, LESSEE shall deliver to LESSOR an amount equal to the difference between the existing security deposit and the current monthly Rent, such that, at all times, the security deposit will be equal to one (1) months' Rent. In addition to the security deposit, upon execution hereof, LESSEE shall pay to LESSOR the first full and last months' Rent (\$20,000.00 plus applicable sales tax).

### 4. DEPOSITS AND ADVANCES

Any funds paid by LESSEE to LESSOR as a deposit or advance pursuant to the terms of this Lease, or any exhibit, addendum or modification hereto, may be commingled with other funds of LESSOR and need not be placed in trust, deposited in escrow or otherwise held in a segregated account. In



addition, if any sums of money shall be payable by LESSEE to LESSOR pursuant to the terms of this LEASE, or any exhibit, addendum or modification hereto, or by any law, ordinance or regulation affecting the Lease, LESSOR shall have the right to apply any deposits or advances theretofore made by LESSEE against such sums due by LESSEE to LESSOR, but only after giving advance written notice to the LESSEE of LESSOR's intent to do so.

5. USE

LESSEE shall use the Property for the operation of a Chevron gas station and convenience store business, and for no other purpose. LESSEE shall comply with all laws, ordinances, rules and regulations of applicable government authorities respecting the use, operation and activities on the Property.

6. INSURANCE

LESSEE shall, at its sole expense, provide and maintain in force during the entire Term of this Lease (or reimburse LESSOR, if any such insurance is obtained by LESSOR, it being acknowledged that LESSOR shall have no obligation to obtain any such insurance policies), and any extension of renewal hereof, property and casualty insurance for the full insurable value of the Property; general liability insurance in the single limit amount of no less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 aggregate; , and insurance to cover its personal property in the amount of the full replacement cost. All insurance coverages and policies shall be subject to LESSOR'S reasonable approval. The original of each such policy of insurance or certified duplicate thereof issued by the insurance or insuring organization shall be delivered by LESSEE to LESSOR on or before occupancy of the Property by LESSEE and evidence of renewal of each such policy shall be delivered at least ten (10) days prior to expiration. LESSEE shall cause LESSOR to be named as an additional insured (and loss payee with respect to property and casualty on the Property) on the aforementioned insurance policies. LESSOR shall be entitled to receive at least thirty (30) days' notice of cancellation or any material modification of any such policy. All personal property of the LESSEE is solely the responsibility of the LESSEE, and LESSOR shall have no liability or obligation with respect to the same. Copies of LESSEE'S Certificates of Insurance are attached hereto as Composite Exhibit "B" and made a part hereof.

7. REPAIRS, MAINTENANCE AND SERVICE

The Property shall be delivered by LESSOR to LESSEE in as-is condition. LESSOR shall have no obligation to make any alterations, repairs or perform any maintenance to the Property. LESSEE shall be responsible for the repair, replacement and maintenance of the roof, foundation, structure, electrical, mechanical, plumbing and HVAC systems related to the Property. LESSEE shall not make any alterations to the Property without the written consent of LESSOR.

LESSEE shall be required to pay for the use of all utility services provided to the Property. All such services shall be provided subject to interruption caused by repairs, renewals, improvements, changes of service, alterations, strikes, lockouts, labor controversies, inability to obtain fuel or power, accidents, breakdowns, catastrophes, national or local emergencies, acts of God and conditions and causes beyond the control of LESSOR, and upon such happening, no claim for damages or abatement of Rent for failure to furnish any such services shall be made by the LESSEE or allowed by the LESSOR.

8. SIGNS

LESSEE will not place or permit to be placed or maintained any sign or advertising matter or other thing of any kind without first obtaining LESSOR'S written approval and consent which shall not be arbitrarily withheld. LESSEE'S signs must further comply with all applicable zoning and building codes at all times.

9. LESSEE CARE

LESSEE shall maintain the entire Property in a clean, attractive and first-class condition at all times during the Term. The Property shall be maintained in the same condition, order and repair as they are on the commencement date of this Lease, and if improvements are made pursuant hereto, then in the same condition, order and repair as they are upon completion of said improvements, excepting reasonable wear and tear by LESSEE.

If LESSEE refuses or neglects to make repairs, or if LESSOR is required to make exterior, structural or other repairs by reason of LESSEE's negligent acts or omissions, the LESSOR shall have the right, but not the obligation, to make such repairs on behalf of and for the account of LESSEE. In such event, the work shall be paid for by LESSEE as Additional Rent promptly upon receipt of a bill therefor.

10. DEFAULT; LESSOR'S REMEDIES

All rights and remedies of the LESSOR herein enumerated shall be cumulative, and none shall exclude another or any other right or remedy provided by law:

(a) If LESSEE shall become bankrupt or insolvent or unable to pay its debts as such become due, or file any debtor proceedings or if LESSEE shall take or have taken against it in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of LESSEE's property, or if LESSEE makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the benefit of creditors, then LESSEE shall be in default hereunder and this Lease shall, at the option of LESSOR, terminate and LESSOR, in addition to any other rights or remedies it may have, shall have the immediate right of reentry and may remove all



persons and property from the Property and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE, all with service of written notice but without resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

(b) If the LESSEE defaults in the payment of Rent or Additional Rent or in the prompt and full performance of any other provision of this Lease, or if the leasehold interest or the LESSEE's business or fixtures are levied upon under execution or attached by process of law, or the LESSEE abandons the Property or discontinues its business therein for any period of more than three (3) consecutive business days, then and in any of such events, the LESSOR may, if the LESSOR so elects, forthwith terminate this Lease by giving written notice and the LESSEE's right to possession of the Property, or terminate only LESSEE's right to possession hereunder.

(c) If LESSEE defaults in any of its obligations hereunder, LESSOR shall have the right, at its option, to accelerate and declare all Rents for the entire remaining Term immediately due and payable without regard to whether or not possession shall have been surrendered or taken by LESSOR, and LESSOR may thereafter commence an action thereupon and recover judgment therefor.

(d) Upon any default under this Lease or a termination of this Lease, whether by lapse of time or otherwise, the LESSEE shall surrender possession and vacate the Property immediately, and deliver possession thereof to the LESSOR upon written notice from the LESSOR, and LESSEE hereby grants to the LESSOR full and free license to enter into and upon the Property in such event and to expel or remove the LESSEE and any others who may be occupying or within the Property and to remove any and all property therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing the LESSOR's rights to Rent or any other right given to LESSOR hereunder or by operation of law. The LESSOR shall provide LESSEE with written demand for the payment of Rent or for possession. LESSOR upon service of written demand and notice the LESSOR may elect to terminate this Lease or to reenter the Property.

(e) The LESSOR may, in the event of default by LESSEE in the payment of any Rent or Additional Rent herein reserved, or in the performance of any term, covenant or condition herein contained to be kept or performed by LESSEE, after providing written notice and demand may enter upon the Property and remove any and all furniture and personal property whatsoever situated upon the Property. Any and all property which may be removed from the Property by the LESSOR pursuant to the authority of this Lease or of law, may be handled, removed or stored by LESSOR at the risk, cost and expense of LESSEE, and LESSOR shall in no event be responsible for the value, preservation or safekeeping thereof. LESSOR may place such property in storage for the account of, and at the expense of LESSEE, and if LESSEE fails to pay the cost of storing such property after it has been stored for a period of ninety (90) days or more, LESSOR may sell any or all of such property.

Notwithstanding any term or provision contained herein to the contrary, LESSEE agrees that LESSEE will at all times indemnify and hold LESSOR, including LESSOR'S owners, employees and agents, harmless from any and all claims, actions, losses, damages, liabilities and expenses, including attorneys' fees and court costs incurred by LESSOR, which may arise or be claimed against LESSOR and be in favor of any person, firm or entity for any injuries or damages to the person or property of any person, firm or entity consequent upon or arising from the use or occupancy of the Property by LESSEE (including all activities relating to any improvements made by LESSEE) or consequent upon or arising from any acts, omissions, neglect or fault of LESSEE, its agents, servants, employees, licensees, customers or invitees, or consequent upon or arising from LESSEE's failure to comply with the aforesaid laws, statutes, ordinances or regulations. LESSOR shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of LESSEE, its employees, invitees or customers or any other person in or about the Property caused or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Property or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, heating, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Property or upon other portions of the Property. LESSOR shall not be liable to LESSEE or any third party for any damages arising from any act or neglect of any other guest, visitor or tenant of the Property or any other person. This provision shall survive termination of the Lease for any reason.

11. INTERPRETATION; APPLICABLE LAW; RECORDING

This Lease shall be construed and enforced under the laws of the State of Wyoming. Should any provisions of this Lease be illegal or unenforceable under such laws, it or they shall be considered severable and this Lease and its conditions shall remain in force and be binding upon the parties hereto just as though the illegal or unenforceable provisions had never been included herein. LESSEE shall not record this Lease or a written memorandum thereof without the prior written consent of LESSOR, which consent may be arbitrarily withheld. This Lease contains the entire understanding between the parties hereto, and may be amended or modified only by written agreement signed by the parties.

12. COUNTERCLAIMS; ATTORNEY'S FEES; WAIVER OF TRIAL BY JURY

In the event of suit by the LESSOR to collect Rent or enforce any other terms hereof, LESSEE shall not interpose any counterclaim in such proceeding; provided, however, LESSEE may assert such claim in a separate action brought by LESSEE. Each party hereto expressly and knowingly waives all rights such party may have, if any, to trial by jury, with respect to any and all claims or issues arising from or in any way manner relating to this Lease.

13. RECOVERY OF LITIGATION EXPENSE



In the event of litigation involving any of the terms or provisions of this Lease, the losing party shall pay to the prevailing party all costs and expenses including, but not limited to, reasonable attorney's fees incurred in enforcing or defending the terms and provisions of this Lease or incurred in any Court action, including attorneys' fees which may be incurred at pretrial, trial, trial and all appellate levels.

14. HOLDING OVER

If LESSEE should remain in possession of the Property after the termination or expiration of the term without the execution by LESSOR and LESSEE of a new lease, then LESSEE shall be deemed to be occupying the Property as a LESSEE at sufferance, subject to all covenants and obligations of this Lease and at a monthly rental of twice the normal monthly Rent in effect immediately prior to such expiration or termination, computed on the basis of a thirty (30) day month, but such holding over shall not extend the term.

15. ACCESS BY LESSOR

LESSEE shall permit LESSOR or its agents or representatives to enter into and upon any part of the Property at all reasonable hours to inspect the same and to make alterations or additions thereto, as LESSOR may deem necessary or desirable; or to show the Property to prospective purchasers or lenders.

16. EXCUSE OF LESSOR'S PERFORMANCE

Anything in this Lease to the contrary notwithstanding, the LESSOR shall not be deemed in default with respect to failure to perform any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any materials, services or financing, through Act of God or other causes beyond the control of the LESSOR.

17. NOTICES AND ESTOPPEL CERTIFICATES

(a) All notices required by law and this Lease to be given by one party to the other shall be in writing and the same shall be served by email, hand-delivery or by certified mail, return receipt requested, in postage prepaid envelopes, or by FedEx or UPS, addressed to the following addresses or such other addresses as may be by one party to the other designated in writing:

As to LESSOR:

PO Box 14250  
Jackson, WY 83002  
Attn: Jerry O. Johnson  
Email: [nicole@resortjh.com](mailto:nicole@resortjh.com)

With a copy to:

Mann Wolf Plyler, LLP  
7800 W. Oakland Park Blvd., Suite B-104  
Sunrise, FL 33351  
Attn: Andrew L. Mann, Esq.  
Email: [andrew@mannwolf.com](mailto:andrew@mannwolf.com)

As to LESSEE:

PO Box 1853  
Wilson, WY 83014  
Attn: Eddie Woodward  
Email: [eddie.woodward@jhskis.com](mailto:eddie.woodward@jhskis.com)

All such notices shall be deemed given on the date of delivery thereof, or on the date that such delivery is refused, or on the first date of attempted weekday delivery between 9:00 a.m. and 5:00 p.m. if the recipient thereof is for any reason unavailable to accept such delivery.

(b) LESSEE shall execute such estoppel certificates to confirm the term of LESSEE'S Lease, renewal options, Rent paid, occupancy acceptance, obligations to pay Rent, etc., as may from time to time be requested by LESSOR.

18. BINDING EFFECT AND SEVERABILITY

The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, but this provision shall in no way alter the restrictions on assignment and subletting applicable to LESSEE hereunder. If any provision of this Lease or the application thereof to any extent is held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby.

19. ASSIGNMENT

LESSEE shall not assign this Lease nor any rights hereunder, nor let or sublet all or any part of the Property, nor suffer or permit any person or entity to use any part of the Property, without first obtaining the written consent of LESSOR, which consent LESSOR may grant or withhold in its sole discretion. Should LESSOR consent to such assignment of the Lease, or to a sublease of all or any part of the Property, LESSEE does hereby guarantee payment of all Rent herein reserved until the expiration of the Term hereof and no failure of LESSOR to promptly collect from any assignee or sublessee, nor any extension of the time for payment such Rent, shall release or relieve LESSEE from its guaranty or obligation of payment of such Rent. Any assignment by LESSOR shall not relieve LESSEE of its obligations hereunder.



20. EXCULPATION

LESSEE agrees that it shall look solely to the estate and interest of the LESSOR in the Property and any applicable insurance proceeds for the collection of any judgment (or any other judicial process) requiring the payment of money by LESSOR in the event of any default or breach by LESSOR with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by LESSOR, and no other property or estates of LESSOR shall be subject to levy, execution or other enforcement procedures for the satisfaction of LESSEE's remedies.

21. CASUALTY

In the event the Property is rendered untenable by fire or other casualty, LESSOR shall have the option of terminating this Lease or rebuilding the Property and in such event written notice of the election by LESSOR shall be given to LESSEE within thirty (30) days after the occurrence of such casualty. In the event LESSOR elects to rebuild, payment of Rent or other sums due hereunder from LESSEE to LESSOR shall abate. In the event LESSOR elects to terminate this Lease, the Rent shall be paid to and adjusted as of the date of such casualty, and the term of this Lease shall then expire and this Lease shall be of no further force of effect.

Notwithstanding anything contained in this paragraph, LESSOR's obligations or election to repair hereunder shall extend only to the work originally done by the LESSOR in the Property, and only to the extent of insurance proceeds provided therefore. If the insurance proceeds are not sufficient to repair the facility to its former condition prior to LESSEE'S improvements, the LESSEE has the option of completing the work or terminating the LEASE. LESSEE shall be obligated to repair and pay for any work required to repair or replace the improvements and installations done by LESSEE in the Property and to repair or replace any of LESSEE's personal property located in the Property.

22. EMINENT DOMAIN

If the Property shall be taken by any public authority under the power of eminent domain, then the term of this Lease (and of any option period exercised or to be exercised hereunder) shall cease as of the date possession shall be taken by such public authority and the Rent shall be paid up to that day with a proportionate refund by LESSOR of any prepaid Rent. All damages awarded for any taking under the power of eminent domain, whether for the whole or a part of the Property, shall belong to and be the property of the LESSOR, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Property; provided, however, that LESSOR shall not be entitled to any specific award made to LESSEE for loss of business, or depreciation to, damage to, or costs of removal of, or for the value of stock, trade fixtures, furniture, and other personal property belonging to the LESSEE which awards, if any, shall inure to the benefit of LESSEE.

23. QUIET ENJOYMENT

LESSOR covenants that so long as LESSEE pays the Rent reserved in this Lease and performs its agreements hereunder, LESSEE shall have the right to quietly enjoy and use the Property for the term hereof, subject only to the provisions of this Lease.

24. LIENS

Should any mechanic's, construction or other lien be filed against the Property or any part thereof for any reason whatsoever by reason of LESSEE's acts or omissions or because of a claim against LESSEE, LESSEE shall cause the same to be canceled and discharged of record by payment, bond or otherwise within ten (10) days after the date of such filing or be deemed to be in breach of this Lease.

25. SUBORDINATION; ATTORNMENT; LESSOR'S LIEN

This Lease shall be subject and subordinate at all times to the lien of any mortgage or mortgages, lien or liens, encumbrance or encumbrances or underlying lease or leases which now exist or hereafter might be made as a lien upon the Property, the land underlying same, or any part thereof. This paragraph shall be self operative and no further instrument of subordination shall be required. Nonetheless, LESSEE shall, at any time hereafter on demand, execute any instruments, releases or other documents that may be required by any mortgagee, mortgagor or underlying LESSOR for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage or underlying Lease.

If any mortgage encumbering the Property is foreclosed or acquired by a mortgagee by deed in lieu of foreclosure, then LESSEE upon request will attorn to the mortgagee or purchaser provided that the new owner has accepted the obligations of the LESSOR hereunder.

26. RELATIONSHIP OF PARTIES

Anything contained in this Lease to the contrary notwithstanding, it is specifically agreed that LESSOR shall in no event be construed or deemed to be a partner or engaged in a joint venture with, or an associate of, LESSEE in the conduct of its business and that LESSOR shall absolutely not be liable for any debts or other liabilities of any kind or sort whatsoever incurred by LESSEE in the conduct of its business or otherwise. Nothing contained in this Lease shall be deemed or construed to confer upon LESSOR any interest in the business of the LESSEE. The relationship of the parties during the term of this Lease shall at all times be solely that of landlord or tenant.

27. TIME

The parties hereto agree that time is of the essence of this Lease and same shall apply to all terms



and conditions contained herein.

28. WAIVER

The failure of LESSOR to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any right or election herein contained, shall not be construed as a waiver, nor shall acceptance by LESSOR of an amount less than that due hereunder in any way prejudice LESSOR's right to recover the balance due.

31. HAZARDOUS MATERIALS

LESSEE shall not cause or permit the use, treatment, generation, storage, disposal, spill, leakage, release, or production on, under or about, or transportation to the Property, of any hazardous materials, hazardous or toxic substances or wastes (as defined by any applicable federal, state, or local law, rule, ordinance, or regulation now or hereafter enacted or promulgated), except in the usual and customary operation of a gas station. LESSEE shall and hereby does indemnify and hold LESSOR harmless from and against any and all losses, damages, expenses, fees, claims, costs, and liabilities (including, but not limited to, attorney's fees and costs of litigation) arising out of or in any manner related to the release or threatened release of or any clean up responsibility imposed upon LESSOR under any federal, state, or local law, ordinance, rule, or regulation now or hereafter in effect with respect related thereto. LESSEE's obligations under this Section shall survive the expiration or earlier termination of this Lease.

32. KELLERSTRASS SUPPLY AGREEMENT

LESSEE shall fully comply with the duties and obligations of the Kellerstrass Supply Agreement dated July 31, 2007, as amended, and assumed by LESSOR pursuant to that certain Assignment and Assumption Agreement dated June 18, 2021, a copy of which is attached hereto as Exhibit "C" and made a part hereof (the "Kellerstrass Agreement"). LESSEE shall be entitled to all revenues, incentive payments and rebates otherwise payable to LESSOR under the Kellerstrass Agreement attributable to the Term. LESSEE shall indemnify and hold LESSOR harmless from and against all loss, cost, liability and damage incurred by LESSOR pursuant to LESSEE'S actions or omissions related to the Kellerstrass Agreement.

33. DEPARTMENT OF ENVIRONMENTAL QUALITY


LESSEE shall maintain an operator license with the Department of Environmental Quality during the term of the Lease, and shall maintain all required records, including daily, monthly and annual reporting requirements. It is acknowledged that LESSOR does not and will not maintain an operator license with the Department of Environmental Quality.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Witnesses as to LESSOR:

LESSOR:

**CORNER LAND LLC**, a Wyoming  
limited liability company


By:   
By: Andrew L. Mann, Esq.  
Authorized Representative  
Jerry O. Johnson, Manager 6/30/21

Date: 06/30/21

Witnesses as to LESSEE:

LESSEE:

**BACKCOUNTRY SAFARIS LLC**

By:   
Name: Eric Woodard  
Title: Owner

Date: 6/29/21


  
Zia Yarshi  
6/29/21



Exhibit "A"  
Legal Description

Lots 5 and 6 of Block 4 of the J.R. Jones Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on September 10, 1925 as Plat No. 113.

PIDN: 22-41-16-28-4-01-003

Composite Exhibit "B"  
Certificates of Insurance



EXHIBIT "C"  
KELLERSTRASS AGREEMENT

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**Chevron Branded Motor Fuels**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** effective as of the 18 day of June 2021 ("Effective Date").

**BETWEEN:**

**SL, INCORPORATED.**  
(hereinafter called the "Assignor")

- and -

**CORNER LAND LLC**  
(hereinafter called the "Assignee")

- and -

**JERRY O. JOHNSON**  
(hereinafter called the "New Guarantor")

- and -

**KELLERSTRASS ENTERPRISES, LLC**  
(hereinafter called "Seller")

**WHEREAS** the Seller (formerly known as Kellerstrass Enterprises, Inc.) and Scott Livingston (d/b/a Cache Chevron Service) are parties to a Supply Agreement for Chevron Branded Motor Fuels dated effective July 31, 2007, as assigned by Bowen Petroleum to the Seller on March 11, 2009 and amended on December 29, 2014 and September 9, 2019, and further assigned by Scott Livingston to the Assignor on June 11, 2021 (hereinafter referred to as the "Supply Agreement") with respect to the retail petroleum business located at 401 N. Cache, Jackson, Wyoming, 83001 (the "Premises") attached hereto as Schedule "1"; the Seller and Scott Livingston are also parties to a Point-of-Sale (POS) Replacement Program Rebate Agreement for Chevron-Texaco Branded Facility(ies) dated effective June 19, 2019, as assigned by Scott Livingston to the Assignor on June 11, 2021 attached hereto as Schedule "2" (hereinafter referred to as the "Rebate Agreement", and together with the Supply Agreement, collectively, the "Agreements");

**AND WHEREAS** Gill Family, LLC leased the Premises to the Assignor pursuant to a lease agreement dated December 1, 2019 (the "Lease");

**AND WHEREAS** on April 30, 2021, the New Guarantor entered into a binding Counter Offer to the Contract to Buy and Sell Real Estate dated April 30, 2021 ("Contract to Buy and Sell") pursuant to which the New Guarantor purchased the Premises from Gill Family LLC, and by an amendment dated May 21, 2021, the "Buyer" under the Contract to Buy and Sell was amended to be the Assignee;

**AND WHEREAS** the Assignor and the Assignee also entered into an Asset Purchase Agreement dated effective May 30, 2021 (the "Purchase Agreement") whereby the Assignee purchased and assumed from the Assignor, substantially all the assets, and certain specified liabilities, of the retail petroleum business located at Premises and operated under the Lease, as more particularly set out in the Purchase Agreement;

**AND WHEREAS** the Assignor desires to assign its rights and obligations under the Agreements to the Assignee as it relates to the above Premises, and the Assignee agrees to assume the Assignor's rights and obligations under the Agreements with respect to same;



**AND WHEREAS** the New Guarantor, pursuant to the assignment and assumption of the Agreements, is executing a new guarantee with respect to the obligations of the Assignee;

**NOW THEREFORE** in consideration of the sum of One (\$1.00) Dollar the receipt and sufficiency of which is hereby acknowledged, the parties hereto acknowledge and agree that:

1. Words and phrases defined in the Agreements and not defined herein shall have the meaning ascribed to them in the Agreements, unless the context hereof is inconsistent therewith.
2. The Assignor hereby assigns to the Assignee all its right, title and interest in and to the Agreements.
3. The Assignee hereby accepts such assignment and the Assignee hereby assumes all obligations under the Agreements including those outstanding monetary obligations under the Agreements as more particularly set forth below and covenants with the Seller to observe, perform, fulfill and keep those conditions and covenants contained in the Agreements to be performed by the Assignor named therein in the same manner and to the same extent as if the Assignee had been originally mentioned in the Agreements.
4. The parties hereto acknowledge and agree that at the Effective Date of this Assignment and Assumption Agreement, the sum remaining outstanding and not yet repaid under the Agreements is One Hundred Seventy-Seven Thousand Two Hundred Ninety-Six Dollars and Seventy-Two Cents (\$177,296.72) and the Assignee hereby promises to repay to Seller the said sum in accordance with the terms set for in the Agreements and as particularly set out in Schedule "3" hereto.
5. The parties hereto acknowledge and agree that the term of the Agreements ends on November 1, 2029.
6. The Seller hereby consents to such assignment and agrees that it shall hold the Assignee responsible for the observance and performance of the conditions and covenants contained in the Agreements on and after the Effective Date of this Assignment and Assumption Agreement.
7. Nothing in this Assignment and Assumption Agreement shall operate as a release of the Assignor from any obligations or liability under the Agreements which arose prior to the Effective Date of this Assignment and Assumption Agreement.
8. The New Guarantor hereby executes a guarantee (the "**Guarantee**") in favour of the Seller and consents to the assignment and to the assumption of the covenants contained in the Agreements herein. The New Guarantor hereby covenants and agrees to observe, perform and fulfill all guarantees contained in the Agreements in the same manner and to the same extent as if the New Guarantor was originally named as a guarantor in the Agreements.
9. The Seller hereby consents to the execution of the Guarantee and agrees that it shall hold the New Guarantor responsible for the observance and performance of the conditions and covenants contained in the Guarantee on and after the Effective Date of this Assignment and Assumption Agreement.
10. Any notice shall be given to the respective parties at the following addresses:

**Seller**  
4475 West California Avenue  
P.O. Box 22030  
Salt Lake City, Utah 84122

**Assignee**  
PO Box 14250  
Jackson, WY 83002

**New Guarantor**  
PO Box 14250  
Jackson, WY 83002

11. This Assignment and Assumption shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
12. This Assignment and Assumption Agreement may be executed in one or more counterparts, including facsimile or electronic transmission thereof, each of which shall be deemed an original and when so executed all such counterparts taken together form one agreement and shall be valid and binding in the manner set forth above.
13. The aforesaid assignment shall be effective as of the date first written above.

Signatures follow below



Assignor:

SL, INCORPORATED.

Per: [Signature]

Per: \_\_\_\_\_

Assignee:

CORNER LAND LLC

Per: [Signature] 11/8/11

Per: \_\_\_\_\_

Seller:

KELLERSTRASS ENTERPRISES, LLC

Per: [Signature]

Per: Darren Hedin

Witness [Signature]

[Signature]  
JERRY O. JOHNSON, New Guarantor