



TOWN OF JACKSON

PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

- Public Works/Engineering
- Building
- Title Company
- Town Attorney
- Police
- Ecosystem Stewardship
- 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
- Regional Transportation

Date: October 2, 2024	REQUESTS:
Item #: P24-148	
Planner: Tyler Valentine	The applicant is submitting a request for a Final Plat at the Hansen Corner Addition to the Town of Jackson at 600, 610, and 620 E Hansen Avenue, legally known as Lot 9, 10, 11, 12, and 13, John D Hall.
Phone: 733-0440 ext. 1305	
Email: tvalentine@jacksonwy.gov	PIDNs: 22-41-16-34-1-23-008 22-41-16-34-1-23-009 22-41-16-34-1-23-010
Owners: Jackson Hole Community Housing Trust PO Box 4498 Jackson, WY 83001	
Applicant: Same as above	For questions, please call Tyler Valentine at 307-733-0440 x1305, or email tvalentine@jacksonwy.gov . Thank you.

Owners:

Jackson Hole Community Housing Trust
PO Box 4498
Jackson, WY 83001

Applicant:

Same as above

The applicant is submitting a request for a Final Plat at the Hansen Corner Addition to the Town of Jackson at 600, 610, and 620 E Hansen Avenue, legally known as Lot 9, 10, 11, 12, and 13, John D Hall.

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22-41-16-34-1-23-009

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For questions, please call Tyler Valentine at 307-733-0440 x1305, or email tvalentine@jacksonwy.gov. Thank you.

RESPONSE: For Departments not using SmartGov, please send responses via email to planning@jacksonwy.gov.
Comments due on or before October 23, 2024



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application #s _____

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

PROJECT.

Name/Description: Hansen Corner Addition to the Town of Jackson
Physical Address: 600, 610 and 620 E. Hansen Avenue
Lot, Subdivision: Lot 9, 10, 11, 12 and 13, John D. Hall PIDN: 22-41-16-34-1-23-008, 009, 010

PROPERTY OWNER.

Name: The Jackson Hole Community Housing Trust Phone: 307-739-0665 X 2
Mailing Address: P.O. Box 4498, Jackson, Wyoming ZIP: 83001
E-mail: anne@housingtrustjh.org

APPLICANT/AGENT.

Name: The Jackson Hole Community Housing Trust Phone: 307 739-0665 X2
Mailing Address: P.O. Box 4498, Jackson, Wyoming ZIP: 83001
E-mail: anne@housingtrustjh.org

DESIGNATED PRIMARY CONTACT.

Property Owner Applicant/Agent

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

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

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

Pre-application Conference #: _____

Environmental Analysis #: _____

Original Permit #: _____

Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

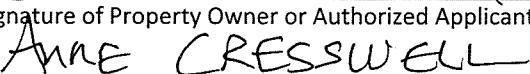
N/A Notarized Letter of Authorization. A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

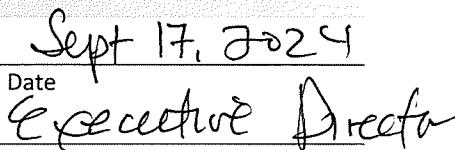
Response to Submittal Requirements. The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning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

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

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


Signature of Property Owner or Authorized Applicant/Agent


Name Printed


Sept 17, 2024
Date
Executive Director
Title



PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | www.townofjackson.com
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Lot, Subdivision: Lot 9, 10, 11, 12 and 13, John D. Hall

PIDN: 22-41-16-34-1-23-008, 009, 010

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<input type="checkbox"/> Special Use	<input type="checkbox"/> Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	<input type="checkbox"/> LDR Text Amendment
<input type="checkbox"/> Administrative Adjustment	<input checked="" type="checkbox"/> Subdivision Plat	<input type="checkbox"/> Map Amendment
<input type="checkbox"/> Variance	<input type="checkbox"/> Boundary Adjustment (replat)	Miscellaneous
<input type="checkbox"/> Beneficial Use Determination	<input type="checkbox"/> Boundary Adjustment (no plat)	<input type="checkbox"/> Other: _____
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Environmental Analysis #: _____

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Have you attached the following?

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

Notarized Letter of Authorization. A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.

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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

Anne CRESSWELL
Name Printed

Sept 17, 2024
Date
Executive Director
Title

NELSON ENGINEERING since 1964

Professional Engineers & Land Surveyors

JACKSON, WY • BUFFALO, WY •

WWW.NELSONENGINEERING.NET

TC/22-083-05

September 17, 2024

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

RE: Final Plat Application Submittal, Hansen Corner Addition to the Town of Jackson.

We are submitting for Final Plat Application a subdivision Lots 9, 10, 11, 12 and 13, Block 5 of John D. Hall Plat, Plat No. 131.

We formally request that the fees be waived for this application.

Included in this submittal for Final Plat:

- a signed application form
- request for application fees waiver
- exaction fees
- Title Report
- the most recent Deed
- Proof of Publication for Notice of Intent to Subdivide
- A copy of the Declaration of Covenants, Conditions and Restrictions
- A copy of the Certificate of Mortgage Affidavit
- Plat Drawings

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

Sincerely,

Taylor Cook

Encl.

AFFIDAVIT

COMES NOW, _____, an officer of Bank of Jackson Hole, a division of NBH bank, a Colorado state-chartered bank and with the authority to sign for said Bank and who, being duly sworn, on oath according to law, does hereby make the following statement of facts and affirms:

1. 1. **THAT**, Bank of Jackson Hole is the holder of a mortgage upon that certain real property described in Warranty Deed, Document 1028023, as recorded in the Office of the Teton County Clerk and being located in the NE 1/4 of Section 34, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, which mortgage is recorded in Document No. 1079475, records of Teton County, and which mortgage encumbers that certain real property shown on that plat titled ***Hansen Corner Addition to the Town of Jackson*** and described in the Certificate of Surveyor thereon;
2. **THAT**, said plat ***Hansen Corner Addition to the Town of Jackson*** has been reviewed by the undersigned officer of Bank of Jackson Hole;
3. **THAT**, said officer has read and understands the statements and dedications in the Certificate of Owners on said plat, and agrees to the subdivision of land and dedications and easements as shown on said plat;
4. **THAT**, this affidavit is signed instead of, and with the same effect, as if the original plat was itself manually signed.

Bank of Jackson Hole, a division of NBH bank, a Colorado state-chartered bank

BY: _____

ITS:

Attest:

BY: _____
ITS: _____

On the ____ day of _____, 2024, before me personally appeared, _____ and _____ known to me, and who executed the foregoing instrument as _____ and _____ of Bank of Jackson Hole, a division of NBH bank, a Colorado state-chartered bank and being by me duly sworn, did depose and say they executed the foregoing instrument on behalf of said corporation and that said instrument is the free act and deed of said corporation

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

WARRANTY DEED

Wind River Partners, LLC, a Wyoming close limited liability company (“GRANTOR”), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby CONVEYS and WARRANTS to Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation (“GRANTEE”), whose address is PO Box 4498, Jackson, WY 83001, the following described real estate, situated in the County of Teton, State of Wyoming, hereby waiving and releasing allrights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lots 9, 10, 11, 12 and 13 of Block 5 of the John D. Hall Plat, Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Clerk's Office of Teton County, Wyoming on August 12,1947 as Plat Number 131.

PIN: 22-41-16-34-1-23-010 (Lot 13)
22-41-16-34-1-23-009 (Lot 12)
22-41-16-34-1-23-008 (Lot 9, 10, 11)

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, conditions, restrictions, rights-of-way, and easements of sight or record.

[Signature Page Follows]

GRANTOR: WIND RIVER PARTNERS LLC
GRANTEE: JACKSON HOLE COMMUNITY HOUSING TRUST
Doc 1028023 Filed At 14:28 ON 11/10/21
Maureen Murphy Teton County Clerk fees: 15.00
By Vicki Carpenter Deputy Clerk

WITNESS my hand this 10 day of November, 2021.

Wind River Partners, LLC, a Wyoming close limited liability company

By: Niner Investment Co., a Wyoming corporation, its Manager

By: Patricia S. Price

Name: Pamela S. Niner

Its: President

STATE OF WYOMING }
 } SS.
COUNTY OF TETON }

The foregoing Warranty Deed was acknowledged before me by Pamela Niner, as President of Niner Investment Co., a Wyoming corporation, the manager of Wind River Partners, LLC, a Wyoming close limited liability company, on this 10 day of November 2021.

WITNESS my hand and notarial seal.

(SEAL)

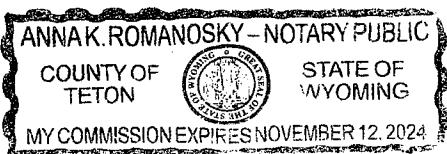
Car R

Signature of Notarial Officer

Notary Public

Title and Rank

My Commission



Declaration of Covenants, Conditions, and Restrictions For Hansen Corner Addition to the Town of Jackson

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HANSEN CORNER ADDITION TO THE TOWN OF JACKSON (the “Declaration”) is made this _____ day of _____, 2024 by the Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation (the “Declarant”).

ARTICLE I - DECLARATION, PURPOSE AND INTENT

1.1 Purpose and Intent. The Declarant, as the owner of the real property described on the Final Plat for the Hansen Corner Addition to the Town of Jackson recorded in the Public Records (as defined below on the same date hereof (the “Property”), intends by the recording of this Declaration to create a general plan of development for the Property. This Declaration provides for the overall development, administration, maintenance and preservation of the real property now or hereafter comprising the Property. An integral part of the overall development is the creation of Hansen Corner Homeowners Association, an association comprised of all Owners (as defined below), to lease, own, operate and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents referred to in this Declaration. To ensure affordability of the Property in perpetuity, the Declarant will convey a leasehold interest in the Townhouse Lots (as defined below) to Owners separate and apart from the conveyance by the Declarant of Townhouses (as defined below) to such Owners. All Townhouse Lots shall be subject to a Ground Lease and such lease will contain limitations on resale value, it being the express intent of the Declarant that Hansen Corner Addition to the Town of Jackson remain a permanently affordable residential community for employee-qualified individuals into the future.

1.2 Binding Effect. The Property shall be owned, sold, conveyed, encumbered, used, occupied and developed subject to all provisions of this Declaration, which shall run with the title to the Property. This Declaration shall be binding upon all persons having any right, title or interest in any portion of the Property, and their heirs, successors-in-title, and assigns.

1.3 Governing Documents. The Governing Documents (as defined below), create a general plan of development and use for the Property, which may be supplemented as set forth herein. In the event of conflict between or among the Governing Documents and any such additional covenants or restrictions, the more restrictive shall control. Nothing in this Section shall preclude the adoption of 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. All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, guests and invitees. If any provision of this Declaration is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of the remaining provisions of this Declaration.

ARTICLE II - DEFINITIONS

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms used herein shall have the respective definitions as set forth below.

2.1 Association. The Hansen Corner Homeowners Association, a Wyoming non-profit corporation, its successors or assigns.

2.2 Articles. The “Articles” shall refer to those Articles of Incorporation of the Association, as they may be amended from time to time.

2.3 Bylaws. The “Bylaws” shall refer to those Bylaws adopted by the Association, as they may be amended from time to time.

2.4 Base Assessment. Assessments levied on all Townhouse Lots subject to assessment under Article VIII to fund Common Expenses, as determined in accordance with Section ____.

2.5 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.

2.6 Common Area or Common Area Lot. Shall mean the five (5) lots designated as Common Area Lots as designated on the Final Plat.

2.7 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.

2.8 Community-Wide Standard. The standard of conduct, maintenance or other activity generally prevailing throughout the Property. Such standard shall be established initially by the Declarant and may be more specifically defined in the Rules and Regulations.

2.9 Deed of Conveyance. The conveyance document used by Declarant to convey title of a Townhouse to an Owner when Declarant retains ownership of the Townhouse Lot.

2.10 Declarant. Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation, and its successors or assigns.

2.11 Final Plat or Plat. The final subdivision plat of Hansen Corner Addition to the Town of Jackson recorded in the Office of the Clerk of Teton County, Wyoming the same date hereof.

2.12 Governing Documents. A collective term referring to this Declaration, any Supplemental Declaration(s), the Bylaws, the Articles, and the Rules and Regulations, if any, as they may be amended from time to time.

2.13 Ground Lease. Shall mean that certain Ground Lease pursuant to which Declarant, as the owner of a Townhouse Lot, leases such Townhouse Lot to an Owner of the appurtenant Townhouse for a period of ninety nine (99) years with option to renew, and pursuant to which Declarant, as a Fannie Mae qualified and Lender-approved Community Land Trust, is obligated to perform the management and administration of the Property.

2.14 Limited Common Expense. A Common Expense that does not benefit all Townhouse Lots, such as those expenses incurred with respect to the Limited Common Elements.

2.15 Limited Common Elements. Shall mean those portions of the Common Elements designated on the Final Plat for the exclusive use of one or more but fewer than all of the Lots. Limited Common Elements may be referred to herein or on the Final Plat as “Limited Common Element” or “LCE”.

2.16 “Limited Common Elements - Deck”. Shall mean those Limited Common Elements for the exclusive use of one or more Lot(s) for a deck as designated on the Final Plat. Limited Common Elements-Deck may be referred to herein or on the Final Plat as “Limited Common Element-Deck” or “LCE-Deck”.

2.17 Limited Common Elements - Parking. Shall mean those Limited Common Elements for the exclusive use of one or more Lot(s) for parking as designated on the Final Plat. Limited Common Elements-Parking may be referred to herein or on the Final Plat as “Limited Common Element-Parking” or “LCE-Parking”.

Limited Common Elements - Storage. Shall mean those Limited Common Elements for the exclusive use of one or more Lot(s) for storage as designated on the Final Plat. Limited Common Elements-Storage may be referred to herein or on the Final Plat as “Limited Common Element-Storage” or “LCE-Storage”.

Limited Common Elements – Window Well. Shall mean those Limited Common Elements for the exclusive use of one or more Lot(s) for a window well as designated on the Final Plat. Limited Common Elements-Window Well may be referred to herein or on the Final Plat as “Limited Common Element-Window Well” or “LCE-Window Well”.

2.17 Lot. Shall mean the Townhouse Lots and the Common Area Lots.

2.19 Member. A Person subject to membership in the Association pursuant to Section ____.

2.20 Permitted Mortgage. A mortgage or any other form of security instrument affecting title to any Townhouse Lot, Townhouse and/or all or any portion of the Property. “Mortgagee” shall refer to a holder of a Mortgage.

2.21 Owner. One or more Persons who holds both a leasehold interest to the Townhouse Lot and a record fee title to the Townhouse affixed to and situated upon such Townhouse Lot. The definition of “Owner” specifically excludes any party holding an interest merely as security for the performance of an obligation.

2.22 Person. A natural person, a corporation, a partnership, limited liability company, a trustee, or any other legal entity.

2.24 Public Records. The official records of the Clerk of Teton County, Wyoming.

2.25 Townhouse Lot. Shall mean any of the twenty (20) lots designed as Townhouse Lots on the Final Plat.

2.26 “Rules and Regulations”. The Rules and Regulations, if any, adopted by the Board pursuant to Section 3.2 hereof.

2.27 “Special Assessment”. Assessments levied in accordance with Section 8.3.

2.28 “Specific Assessment”. Assessments levied in accordance with Section 8.4.

2.29 Supplemental Declaration. An instrument filed in the Public Records pursuant to Article IX that imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

2.30 Townhouse. The residential structure located on any Townhouse Lot.

ARTICLE III USE AND CONDUCT

3.1 Framework for Regulation. The Governing Documents establish, as part of the general plan of development for the Property, a framework of covenants, easements and restrictions which govern the Property. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology that inevitably will affect the Property, its Owners and residents. Toward that end, this Article establishes procedures for modifying and expanding the Rules and Regulations.

3.2 Rule Making Authority.

(a) The initial Rules and Regulations shall be adopted by the Board. Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand such Rules and Regulations. The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective after compliance with Section 3.2(c) below unless disapproved at a meeting of the Members by more than fifty percent (50%) of the total votes entitled to vote on the matter. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the Bylaws. Upon such petition of the Members prior to the effective date of any Board action under this Section 3.2(A), the proposed action shall not become effective until after such meeting is held, and then is subject to the outcome of such meeting.

(b) Alternatively, the Members, at an Association meeting duly called for such purpose, may adopt rules that modify, cancel, limit, create exceptions to, or expand the Rules and Regulations by a vote of more than fifty percent (50%) of the total votes entitled to vote on the matter pursuant to the Bylaws of the Association.

(c) At least thirty (30) days prior to the effective date of any action taken under subsection (a) or (b) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Rules and Regulations to each Owner specifying the effective date. The Association shall provide, at no additional charge, a copy of the Rules and Regulations then in effect to any requesting Member or Mortgagee.

3.3 Owners' Acknowledgement and Notice to Purchasers. All Owners are given notice that use of their Townhouse is limited by the Rules and Regulations as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a Deed of Conveyance for their Townhouse and the Ground Lease for their Townhouses Lot, acknowledges and agrees that the use and enjoyment and

marketability of a Townhouse will be affected by this Declaration and that the Rules and Regulations may change from time to time. All purchasers are on notice that the Rules and Regulations, and any changes thereto, are not recorded in the Public Records. Copies of the Rules and Regulations may be obtained from the Association, or if no Association has been formed, from the Declarant.

3.4 No Mining, Excavating or Drilling. The Property shall not be used for the purpose of mining, quarrying, drilling, boring, exploring for, or removal of, any geothermal resources, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel, sand, top soil or earth, except as is customary during the construction of the development. Nothing contained herein shall be constructed to limit the rights of the owner of a mineral interest served from the surface of any portion of the Property prior to the recording of this Declaration and nothing herein shall prevent the Declarant or an Owner from moving dirt, gravel, rocks and other soils necessary for the development, including landscaping, of their respective properties.

3.5 Protection of Owners and Others. No rule or regulation shall be adopted in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment):

(a) **Equal Treatment.** All Owners shall be treated similarly by the Board and the Association.

(b) **Displays.** The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures of the kinds normally displayed in dwellings located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions with respect to displays visible from outside the dwelling. No rules shall regulate the content of political signs; however, rules may regulate the time, place and manner of posting such signs (including design criteria).

(c) **Household Compositions.** Except for those rules and regulations set forth in a Ground Lease, no rule established by this Declaration shall interfere with the freedom of Owners to determine the composition of their households.

(d) **Activities Within Dwellings.** No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Townhouses, that generate excessive noise or traffic or parking, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance as reasonably determined by the Board.

(e) **Insurance Rates.** Nothing shall be done or kept on the Property that would increase the rate of insurance or cause the cancellation of insurance on any Townhouse Lot, a Townhouse or the Common Area Lots without prior written approval of the Board.

(f) **Allocation of Burdens and Benefits.** No rule shall alter the allocation of financial burdens among the various Townhouses Lots and Townhouses to the detriment of any Owner over that Owner's objection expressed in writing to the Association. This provision does not affect the right to increase the amount of assessments as provided by Article VIII.

(g) **Abridging Existing Rights.** If any rule would otherwise require Owners to dispose of personal property that they maintained in or on the Townhouse Lot or Townhouse prior to the effective date of such rule, or to vacate a Townhouse in which they resided prior to the effective date of

such rule, and such property was maintained or such occupancy was in compliance with this Declaration and all rules previously in force, such rule shall not apply to any such Owners without their written consent.

(h) **Rights to Develop.** No rule or action by the Association or Board shall impede the Declarant's right to develop the Property.

(i) **Unsightliness.** The Limited Common Elements, including parking, storage, decking, walkways and stairs, shall be kept in a neat and orderly fashion at all times.

The limitations in subsections (a) through ij) of this Section 3.5 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article X.

3.6 Domestic Animals. Each Townhouse shall be entitled to a maximum of no more than a total of two Household Pets, only one of which may be a dog. The term Household Pet(s) means generally recognized household pets such as dogs, cats, birds, rodents, and non-poisonous reptiles. Household pets may not be kept for any commercial purpose and may not cause an unreasonable amount of noise, odor, or do not otherwise become a nuisance to other Owners. All Owners occupants with Household Pets shall keep the animals restrained and controlled at all times so they do not cause a nuisance to others and do not harass or endanger others. Pets shall be fed indoors or, if fed outdoors shall be fed in a manner as not to become a wildlife attractor. "Nuisance" means any noisy animal, any vicious animal, any non-domestic household pet, or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other property within the Property. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. "Noisy animal" means any animal that habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Board shall have, and is hereby given, the right and authority to determine in its sole discretion that Household Pets are being kept for commercial purposes, or are otherwise a Noisy animal or a Nuisance, or that an Owner is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Association may require the owner or custodian of a dog that barks or howls excessively, or of a Household Pet with other offensive habits, to confine such animal indoors. Further, the Association may require an Owner, at its own expense, to remove a pet determined by the Association to be a Noisy animal or a Nuisance pet and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Townhouse and remove the Noisy animal or a Nuisance; it being understood that any such action shall not be deemed a trespass and that the Association may assess a penalty of \$500.00 per animal plus the costs of impoundment. On the third violation, the Association may assess a penalty of \$1,000.00 per animal plus the cost of impoundment, the Noisy animal or Nuisance may be removed from the Property, and the Association has the right, in its sole discretion, to terminate the right of an Owner to keep Household Pets on the Property. No Owner of any animal or animals impounded shall have the right to bring any action against the Association or any member thereof, for the impoundment of such animal(s).

No Household Pet shall be restrained by lead, cord, chain, rope or other attachment fixed to any vehicle, post, tree or other structure or object within the Property thereby allowing such animal to become a nuisance, or interfere with pedestrian or vehicular traffic in and around any public area within the Property. Contractors, subcontractors, and any other person provides services to the Property may not bring Household Pets onto the Property.

The Owner of a Townhouse where a Household Pet is kept, as well as the legal owner of such pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by

the pet, and for any clean-up of driveways, walkways, Common Area, Townhouse Lots or Townhouses necessitated by such Household Pet. All animals not considered to be a Household Pet, including, but not limited to pigs, poultry, fowl, wild animals, cattle, sheep and goats, are prohibited from being maintained or cared for on the Property.

3.7 Wildlife. In accordance with the Teton County Wildlife feeding ordinance wildlife may not be fed hay or any other food, manufactured or otherwise, within the Property in order to prevent migrating animals from interrupting their migrations to winter range and to prevent such animals from becoming habituated to unnatural food sources. Similarly, not bird feeders or other means of feeding or attracting wildlife shall be permitted within the Property. An Owner shall not permit guests and/or any pets to harass or chase wildlife anywhere on the Property.

3.8 Vehicle Parking, Storage, Operation and Repair.

(a) “Permitted Vehicles” shall mean all passenger automobiles and one ton or smaller pick-up trucks. Only Permitted Vehicles may be parked within the LCE-Parking. An Owner is only permitted to have the amount of Permitted Vehicles within the Property that can be parked within such Owner’s designated LCE-Parking.

(b) No boats, trailers, buses, motor homes, campers (on or off road supporting vehicles), motorcycles, snowmobiles, go carts, recreational vehicles, golf carts, trucks, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (collectively, the “Prohibited Vehicles”) shall be parked or stored on the LCE-Parking, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on the LCE-Parking.

(c) Notwithstanding the foregoing, Prohibited Vehicles may be temporarily parked on the LCE-Parking for loading, delivery or emergency purposes, but only for the time required to accomplish such purpose, and as necessary for the construction or maintenance of the Property upon compliance with the Rules and Regulations. The Board shall have full power and authority to regulate the parking and storage of Permitted Vehicles, and to regulate the use of the LCE-Parking.

(d) 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. If the Board determines that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within twenty four (24 hours thereafter, the Board shall have the right to remove and store the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the Owner.

3.9 Garbage Storage. Garbage set out for pick up shall be stored in approved wildlife-proof dumpsters or containers, shall not be set out in a manner that allows persons, vehicles, animals, or weather to scatter such garbage on the Property. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Board, which may provide for common collection points.

3.10 Noxious and Offensive Activities. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done or placed thereon that may be or become a nuisance, or cause

unreasonable disturbance or annoyance to other Owners in the enjoyment of the Property. Hazardous materials must not be disposed of on site.

3.11 Hunting; Fireworks. No hunting or discharge of firearms shall be permitted on any portion of the Property. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Property; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

3.12 Exterior Fires. The cutting and storage of firewood and flammable materials by an Owner is prohibited on the Property. Exterior fires are prohibited on the Property, except for gas barbecue fires contained within gas barbecue receptacles but only to the extent that such gas fires are not prohibited by any insurance policy maintained by the Association for the Property. In no event may charcoal grills, outdoor chimneys (or chimineas) or fire pits be permitted on the Properties. The burning of trash, organic matter or miscellaneous debris shall be prohibited on the Property.

3.13 Restrictions Regarding Exteriors. No changes, modifications or improvements may be made to the exterior of any Townhouse without the approval of the Board. The following items are prohibited from being attached, stored or erected in any manner by an Owner on the LCE-Deck: window boxes, hammocks, bird feeders, plastic flower/plant containers, umbrellas, sunshades, bicycles or any other recreational device (including kayaks, ski equipment or playground equipment), trash containers, decorative flags, prayer flags, screens, outside clothing lines or other outside clothes drying or airing facilities, string lighting, children's toys or equipment, hot tubs or any similar items. For each violation of this Section, the Association may assess a penalty of \$200.00 per violation in addition to the other remedies set forth in this Declaration.

3.14 Satellite Dishes. No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Townhouse, on the exterior of the Townhouse and/or within the LCE-Deck. Declarant or the Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Property.

ARTICLE IV – DEVELOPMENT AND USE RESTRICTIONS

4.1 General. The Owner of a Townhouse shall not make any improvements or modifications to such Townhouse or the appurtenant Townhouse Lot unless in accordance with the applicable Ground Lease. Notwithstanding anything to the contrary contained in this Declaration, in no event will the Owner of a Townhouse alter any structural element of the Townhouse without the express written approval of the Board.

4.2 Enforcement. Any structure, improvement or landscaping placed or made in on a Townhouse Lot or Townhouse in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant or the Board, the offending Owner shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming Work. Should an Owner fail to remove and restore as required, the Declarant, the Association or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the Owner's Townhouse Lot and collected as a Specific Assessment. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article may be excluded from the Property, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the

Declarant, nor the Association its officers, or directors shall be held liable to any Person for exercising the rights granted by this Section. In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article.

4.3 Development and Use Restrictions.

(a) **Town Land Use Regulations.** Conformity with any and all applicable land use regulations of the Town of Jackson, Wyoming shall be required, in addition to the requirements of this Declaration.

(b) **Authorized Use for Townhouses.** Residential use shall be permitted in Townhouses, together with the keeping of Household Pets subject to the limitations set forth in this Declaration.

4.4 Lots; Yards. Temporary, permanent and semi-permanent structures, such as trailers, tepees, yurts, tents, tree houses, shacks, bully barns, greenhouses, decking (except for the LCE-Decks,) and other similar structures are expressly prohibited within the Property; provided, however, that the provisions of this Section shall not apply to temporary construction shelters maintained during, and used exclusively in connection with, the construction of any work or improvements permitted by this Declaration. No awnings shall be erected, placed or attached to any Townhouse without the prior written consent of the Board, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the following items shall be permitted within the Property subject to the following terms and conditions: (i) above-ground gardens shall be permitted within Townhouse Lots provided such gardens are screened from neighbors and such Owner has obtained prior approval from the Board for the placement of such garden(s) within its Townhouse Lot; (ii) children's play and recreational equipment shall be permitted on a Townhouse Lot, provided such items are screened from neighbors and such items and screening receive the prior written consent of the Board, which approval will not be unreasonably withheld; (iii) outdoor hot tubs and Jacuzzis; and (iv) fences.

4.5 Noxious Weeds and Exotic Plant Species. Sources of all sod, seed and landscaping materials shall not contain noxious weeds or exotic species disfavored by the Teton County Weed and Pest Department. Owners are prohibited from planting any noxious weeds or exotic species. The Association shall adopt and enforce a program in cooperation with the Teton County Weed and Pest Department to eradicate noxious weeds present or occurring on the Property.

4.6 Townhouse Party Walls.

(a) A mutual easement is hereby established, declared and granted for each common wall constructed between Townhouses and those other improvements constructed on each Townhouse Lot for the mutual support of such common walls. Each such common wall is hereby declared to be a party wall, and the Owners of adjacent Townhouses shall have the right to use it jointly. Each Owner shall have an easement on that part of the foundation, stem-walls, supporting wall structure and roofing of the improvements of such Owner as are situated adjacent to the common boundary between such Owner and the adjacent Townhouse for the purpose of structural support, repair and maintenance of the same, and including reasonable access through the adjacent Townhouse for the repair, restoration or replacement of such building components constituting the party wall and situated on said common boundary. No Owner shall construct, or permit or allow the construction or continuation of, any openings in the party wall of any nature whatsoever without the consent of the adjacent Owner, except only as permitted for repair, maintenance, restoration or replacement of improvements as herein provided.

(b) Repair, restoration and replacement of any part of party wall improvements of a Townhouse caused by the willful act or negligence of the adjoining Owner or its guests, agents, invitees or licensees, shall be the responsibility of, and performed by, such adjoining Owner at its sole cost and expense. Repair and maintenance of party wall coverings (including sheetrock, paneling, fireboard and the like) due to ordinary wear and tear, or damage or destruction by acts of God or the elements, shall be the responsibility of the Owner where such wall coverings are situated, at such Owner's sole cost and expense. Repair, maintenance, replacement or restoration of all other parts and components of party wall improvements, including concrete, structural framing, roof material and insulation, shall, unless caused by the willful act or negligence of one Townhouse Owner or his guests, agents, invitees or licensees, be performed by the Association and shall be assessed as a Specific Assessment allowed equally among Owner of the affected Townhouse Lot. The Association is hereby licensed by each Owner to enter upon such Owner's property during reasonable hours and after reasonable notice to make necessary or proper repairs, restoration or replacement of party wall improvements.

ARTICLE V – MAINTENANCE BY OWNERS

5.1 Maintenance by Owners. Except as otherwise provided for herein, each Owner, at its sole expense, shall be responsible for maintaining, replacing and repairing all aspects of their Townhouse, Townhouse Lot and the Limited Common Elements appurtenant to such Townhouse Lot, including, but not limited to, the following:

- (a) to maintain, repair and replace the heating equipment, water heater, and any portion of any other utility service facilities or apparatus servicing each Owner's Townhouse exclusively, including irrigation systems exclusive to such Owner's yard;
- (b) to maintain and repair the foundation of such Owner's Townhouse;
- (c) to remove any snow, leaves and debris from any parking area, decks, porch, roofs, overhangs, gutters, balcony or exterior stairwells located within each Townhouse Lot; and
- (d) to maintain, replace and repair the decking, front porches, exterior windows and doors. Notwithstanding anything herein to the contrary, the responsibility to maintain the staining and/or painting of the LCE-Decking shall be the responsibility and expense of the Association.

If any Owner fails to maintain, repair and/or replace the items that it is obligated to maintain, repair and replace, the Declarant and/or the Association shall be authorized, after providing fifteen (15) days' notice to the Owner, to enter upon the Townhouse Lot to cure such failure and to assess all costs incurred against the Townhouse Lot as a Specific Assessment.

ARTICLE VI – THE ASSOCIATION AND ITS MEMBERS

6.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area. The Association also shall be the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Wyoming.

6.2 Membership. Every Owner, by virtue of their purchase of a Townhouse, shall be a Member of the Association. There shall be only one membership per Townhouse. If a Townhouse is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(a) and in the Bylaws, and all such

co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner that is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association except where such privileges may be restricted by the Rules and Regulations.

6.3 Voting. The Association shall have one class of membership. Members shall have one equal vote for each Townhouse in which they hold the interest required for membership under Section 6.2. All votes shall be cast as provided in Section 6.3(a).

(a) **Exercise of Voting Rights**. The vote for each Townhouse owned by a Member shall be exercised by the Owner of the Townhouse. In any situation where there is more than one Owner of such Townhouse, the vote for such Townhouse shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Townhouse's vote shall be suspended if more than one Person seeks to exercise it in a conflicting manner.

(b) **Commencement of Voting Rights**. Voting rights as to each Townhouse shall vest upon the commencement of assessment obligations for such Townhouse.

6.4 Association Board of Directors. The Association shall have not less than three (3) nor more than seven (7) directors. Notwithstanding any other provision set forth herein or in any of the Governing Documents, the initial Board and all replacements shall be appointed by the Declarant for three (3) year terms until the expiration of the Declarant rights as provided in Article IX. Each director appointed by the Declarant shall serve (irrespective of the expiration of a term) until the earlier of the appointment of his or her successor by Declarant, or his or her death, resignation or removal. Following the expiration of the Declarant's rights, the Directors shall be elected and shall serve as provided in the Bylaws.

ARTICLE VII – ASSOCIATION POWERS AND RESPONSIBILITIES

7.1 Acceptance and Control of Association Property.

(a) The Association, through actions of its Board, may acquire, hold, and dispose of tangible and intangible personal property.

(c) The Declarant and its designees may convey and/or lease real or personal property to the Association and the Association shall accept such property.

7.2 Maintenance by Association.

(a) The Association shall maintain, in accordance with the Governing Documents, the Common Area Lots. The costs associated with maintenance, repair and replacement of the Common Area Lots shall be a Common Expense. In addition, notwithstanding the obligation of each Owner in Section 5.1 to maintain and repair the Limited Common Elements appurtenant to their Townhouse Lot, the Association shall be responsible for the maintenance and repair of the road surface of the Limited Common Elements –Parking.

(b) The Association shall, for purposes of maintaining the appearance and insuring the lifetime durability of each Townhouse, maintain the exterior of each Townhouse, including but not limited to: staining, repairing, replacing siding and trim as well as standard roof maintenance and replacement in accordance with industry best practices in addition to ongoing maintenance required of those exterior

surfaces not designated for Owner maintenance in Section 5.1. Notwithstanding any other provision in this Declaration, such exterior maintenance shall not include the maintenance, repair or replacement of the decking, front porches, exterior windows, and doors. The costs associated with maintenance, repair and replacement of the exterior improvements located on each Townhouse as provided for in this subsection (b) shall be a Common Expense.

(c) Any utility services or other types of elements located within the Property up to that certain connection point of each Townhouse located at the foundation of each Townhouse, such as, but not limited to, sewer or water lines, shall be maintained, repaired and replaced, as needed, by the Association.

(d) The Association, acting through the Board, shall be obligated to maintain and replace the landscaping and irrigation system located within the Common Area Lots.

(e) The Association shall be obligated to take all actions necessary to control noxious weeds as defined by the Teton County Weed and Pest Control Board. Noxious weed treatment shall be strictly limited to herbicides approved by the Teton County Weed and Pest Control Board. Under no circumstances, however, shall materials or methods be utilized to control noxious weeds that would endanger wildlife or sensitive wetlands habitat on the Property or adjacent lands. In no event shall the Association have an obligation to chemically or manually remove noxious weeds or exotic plant species from the Property.

Any expense associated with the maintenance, repair and replacement of those items that the Association is obligated to maintain, repair and replace within the Common Area Lots shall be a Common Expense; provided, if the Board reasonably determines that the expenses associated with the maintenance, repair or replacement is necessitated by the act, negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such maintenance, repair or replacement against such Owner(s) and their Townhouse Lots as a Specific Assessment.

Any expense associated with the maintenance, repair and replacement of items within the Limited Common Elements shall be assessed as a Specific Assessment against the Townhouse Lot to which the Limited Common Element is assigned. If the Limited Common Element is jointly assigned to more than one Townhouse Lot, such expense shall be prorated equally among such Townhouse Lots.

7.3 Insurance.

(a) **Required Coverages.** The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering “risks of direct physical loss” on a “special form” basis (or comparable coverage by whatever name denominated) for all Townhouses and insurable improvements within the Property as originally constructed. If such coverage is not generally available at reasonable cost, then “broad form” coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements (including all Townhouses as originally constructed) under current building ordinance and codes;

(ii) Commercial general liability insurance on the Common Area Lots, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available

at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars (\$1,000,000.00) per occurrence with respect to bodily injury and personal injury and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits. If the policy does not contain "severability of interest" in its terms, the Association shall acquire an endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or of other Owners; and

(iii) Such additional insurance as the Board, in its best business judgment, determines advisable.

Premiums for all insurance on the Common Area Lots shall be assessed by the Board as a Base Assessment. Premiums for all insurance on the Townhouses shall be assessed against the Owners as a Specific Assessment the cost of which shall be divided pro-rata among the Townhouse Owners according to the square-footage size of each Townhouse. Declarant shall be named as an additional insured on all policies of insurance.

(b) **Policy Requirements.** The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Teton County, Wyoming area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured. Each Owner shall be obligated to obtain additional coverage for any additional improvements installed within a Townhouse after the initial construction. Notwithstanding the foregoing, the majority of the Members may vote at an annual meeting to include upgrades and additional improvements within the insurance coverage purchased by the Association.

The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.2(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage except for the deductible attributable to the insured loss of an insured Townhouse the cost of which shall be a Specific Assessment as provided for in Section 7.3(a)(iii). However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with procedures adopted by the Board, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Townhouse as a Specific Assessment.

All insurance coverage obtained by the Board shall:

(i) Be written with a company authorized to do business in the State of Wyoming;

(ii) Be written in the name of the Association as trustee for the benefited parties, including the Declarant;

(iii) Not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) Contain an inflation guard endorsement;

- (v) Include an agreed amount endorsement if the policy contains a co-insurance clause;
- (vi) Provide a waiver of subrogation under the policy against any Owner or family member of an Owner;
- (vii) Include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;
- (viii) Include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association;
- (ix) Provide that the policy will be primary, even if an Owner has other insurance that covers the same loss.

In addition, the Board shall use reasonable efforts to secure insurance policies that provide:

- (i) A waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, its attorneys, the Owners and their servants, agents, and guests;
- (ii) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;
- (iii) An endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;
- (iv) An endorsement requiring at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal;
- (v) A provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any related to the loss.

(c) **Restoring Damaged Improvements.** In the event of damage to or destruction of property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Property shall be repaired or reconstructed unless the Declarant, using reasonable judgment and in reliance upon professional estimates and advice, determines either that i) such full repair and/or restoration is physically impossible; or ii) available insurance proceeds are less than eighty percent (80%) of the cost of such repair and/or restoration, and at least seventy-five percent (75%) of the Owners of damaged or destroyed Townhouse decide, within sixty (60) days after the determinations set forth in i) and ii) above have been made, not to repair or reconstruct. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the insured improvements shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized as provided in the Ground Lease, if applicable, then the insurance proceeds shall be paid to the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) as their interests are determined based upon the square footage size of each Townhouse and the insurance proceeds available. All mortgages, liens and other charges against the Townhouses and Townhouse Lots shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s). If an Owner accepts insurance proceeds in lieu of replacing the Townhouse, such Owner shall then, upon receipt of such proceeds, quit claim and convey any interest the Owner has in such Townhouse, and assign any interest the Owner has in such Townhouse Lot, to the Declarant.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members or the Owners, as appropriate, and placed in a capital improvements account.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.2(a).

7.3 Compliance and Enforcement. Every Owner and occupant of a Townhouse shall comply with the Governing Documents. The Board shall have the right to require compliance with the Governing Documents, or may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures adopted by the Board. The Board shall have the right to require compliance with the Governing Documents by legal proceedings as provided hereafter. The Board shall also have the right to impose sanctions which may include, without limitation:

- (a) Imposing reasonable monetary fines. If any occupant, guest or invitee of a Townhouse violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;
- (b) Suspending an Owner's right to vote;
- (c) Suspending any Person's right to use any Common Area Lots; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Townhouse;
- (d) Suspending any services provided by the Association to an Owner or the Owner's Townhouse if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;
- (e) Exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;
- (f) Requiring an Owner, at its own expense, to remove any structure or improvements on such Owner's Townhouse in violation of the Governing Documents and to restore the Townhouse to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Townhouse, remove the violation and restore the Townhouse to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(g) Without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article IV from continuing or performing any further activities in the Property; and

(h) Levying Specific Assessments to cover costs incurred by the Association to bring a Townhouse into compliance with Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents:

(i) Exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

(j) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages to both.

In addition to any other enforcement rights, if an Owner fails to properly perform their maintenance responsibility, the Association may record a notice of violation in the Public Records or perform such maintenance responsibilities and assess all costs incurred by the Association against the Townhouse and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Document shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take any action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may enforce applicable city and county ordinances, if applicable, and permit Teton County, Wyoming to enforce ordinances within the Property for the benefit of the Association and its Members.

7.4 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

7.5 Indemnification of Officers, Directors and Others. The Association shall indemnify every officer and director against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement or any suit or proceeding, if approved by the Board) to which he or she may be a party by reason of being or having been an officer or director, except that such obligation to indemnify shall be limited to those actions for which liability is limited under Wyoming law and the Bylaws.

7.6 Provision of Services; Maintenance of Association Standing. The Association shall be authorized, but not obligated to enter into or terminate, in the Board's discretion, management agreements, contracts or other similar agreements with other entities, including Declarant, to provide services to and facilities for the Members of the Association and their guests, lessees and invitees and to charge use and consumption fees for such services and facilities. The Association shall be obligated to maintain itself in good standing with the Wyoming Secretary of State and any other governmental entities having jurisdiction over the activities or existence of the Association.

ARTICLE VIII – ASSOCIATION FINANCES

8.1 Budgeting. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses, for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.2. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments against each. The initial Base Assessment shall be determined by the Declarant prior to the conveyance of the first Townhouse to an Owner not affiliated with Declarant.

The Association is hereby authorized to levy Base Assessments pro-rata against all Townhouses subject to assessment under Section 8.7 to fund the Common Expenses. In determining the Base Assessment rate per Townhouse, the Board may consider any assessment income expected to be generated from any additional Townhouses reasonably anticipated becoming subject to assessment during the fiscal year.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner not less than thirty (30) days prior to the effective date of such budget. Such budget and assessment shall automatically become effective subject to the limitation on increases of assessments provided for in Section 8.5.

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

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.6.

8.2 Budgeting for Reserves. The Board shall prepare and review at least annually a reserve budget for the Common Elements and other assets of the Association. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1 a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect to both amount and timing by annual contributions over the budget period.

8.3 Special Assessments. In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.6, levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied: (i) against the entire membership if such Special Assessment is for Common Expenses; or (ii) against an individual Townhouse

if such Special Assessment is for an unbudgeted expense relating to less than all of the Townhouses. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice of the Special Assessment by first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

8.4 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Townhouse or a limited number of Townhouses as follows, which may be levied in advance:

- (a) To cover the cost of providing services to a specific Townhouse(s) including the cost of services allocated exclusively to Limited Common Elements; and
- (b) To cover costs incurred in bringing a nonconforming Townhouse into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or Occupants of a nonconforming Townhouse, their agents, contractors, employees, licensees, invitees, or guests (including payment of insurance deductibles on policies held by the Association); provided, the Board shall give the nonconforming Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this Section.

8.5 Limitation of Increases of Assessments. Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association for actual costs for insurance required by Section 7.3 of this Declaration, the Board may not impose a Special Assessment that in the aggregate exceeds ten percent (10%) of the budgeted Common Expenses for the current fiscal year, without a majority vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all of the Members of the Association.

For purposes of this Section, "quorum" means more than fifty percent (50%) of the total voting power of the Association subject to the applicable assessment. For purposes of this Section, the term "Base Assessment" shall be deemed to include the amount assessed against each Townhouse for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation justifying a Special Assessment may be, but shall not be limited to, any one of the following:

- (a) An extraordinary expense required by an order of a court;
- (b) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered; or
- (c) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which expense could not have been reasonably foreseen by the Board in preparing and distributing the budget as provided for in Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment.

8.6 Authority to Assess Owners; Date of Commencement of Assessments; Time of Payment. The Declarant hereby establishes that the Association is authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. Subject to Sections 8.1 and 8.8, the obligation to pay the assessments provided for herein shall commence as to all Townhouses on the first day of the month following the first conveyance of a Townhouse to an Owner not affiliated with the Declarant. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Townhouse. Any assessments collected but not spent prior to the Association incurring expenses shall be placed into the Association's reserve account for maintenance, repair and replacement of the Common Areas and any other common amenities.

Assessments shall be paid monthly or in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Townhouse and impose special requirements for Owners with a history of delinquent payment. If any Owner is delinquent in paying any assessments or other charges levied on his or her Townhouse, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.7 Personal Obligation.

(a) Each Owner, by accepting a deed of conveyance or entering into a recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum or such other rate as the Board may establish, subject to the limitations of Wyoming law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Townhouse until paid in full. Upon a transfer of title to a Townhouse, the grantee shall not be personally liable for any assessments and other charges due at the time of conveyance unless expressly assumed by him/her, but such transferred Townhouse shall remain subject to any liens imposed upon it pursuant to Section 8.8 herein.

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

No Owner may exempt himself from liability for assessments by non-use of the Common Area by abandonment of their Townhouse, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

8.8 Lien for Assessments. Each Owner, by their acceptance of a deed of conveyance to a Townhouse, hereby vests in the Association and its agents the right and power to bring all appropriate actions against such Owner personally for the collection as a debt of any unpaid and delinquent billings for Base Assessments, Specific Assessments, Special Assessments, interest, late fees, enforcement costs and other charges owing by such Owner in accordance with the terms hereof. Additionally, in order to secure

payment of any billings for Base Assessments, Specific Assessments, as well as Special Assessments, interest, late fees, enforcement costs and other charges due hereunder, Declarant hereby retains, and each Owner by their acceptance of a deed to a Townhouse, hereby grants the Association and its agents a lien for such Base Assessments, Specific Assessments, as well as Special Assessments, interest, late fees, enforcement costs and other charges for which such Owner is responsible under the terms hereof. The Board, acting on behalf of the Association, is authorized to record a notice of any unpaid amounts secured by such lien in the office of the County Clerk of Teton County, Wyoming, which shall include a description of the applicable Townhouse and the name of the Owner thereof and the basis for the amount of the lien. Said lien shall be enforceable by the Association or its agents through all appropriate methods available under applicable Wyoming law for the enforcement of such liens, including without limitation, non-judicial foreclosure pursuant to Wyoming Statutes (as amended from time to time), and the Declarant and each such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Public Records. The Association may bid for the Townhouse at the foreclosure sale and acquire, hold, lease, mortgage and convey the Townhouse. While a Townhouse is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Townhouse shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Townhouse had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

To the extent the lien is valid and enforceable, the sale or transfer of any Townhouse shall not affect the assessment lien or relieve such Townhouse from the lien for any subsequent assessments. Notwithstanding the foregoing, any first Mortgagee that obtains title to a Townhouse after the sale or transfer of any Townhouse pursuant to foreclosure (or deed in lieu of foreclosure) shall not be subject to any lien amounts that represent more than six (6) months of unpaid charges relating to the Townhouse (including assessments and costs related to the collection of the unpaid dues) in question that arose prior to such sale or transfer. Any unpaid assessments associated with the foregoing (those lien amounts that represent more than six (6) months of unpaid charges) shall be deemed to be Common Expenses collectible from Owners of all Townhouses and the lien shall be extinguished with respect to such lien amounts that represent more than six (6) months of unpaid charges.

Notwithstanding the foregoing, after any such foreclosure or deed in lieu of foreclosure, such Townhouse shall remain subject to this Declaration and the new Owner of such Townhouse shall thereafter be personally liable for all charges of the type described above which relate to such Townhouse and which become due after such new Owner acquires title to said Townhouse by foreclosure or by acceptance of a deed in lieu of foreclosure. Except as otherwise provided above as to holders of Mortgages or by applicable law, no sale or transfer of any Townhouse shall (a) relieve any Owner thereof from personal liability for any of such unpaid charges attributable to the applicable Townhouse which become due prior to the date of such sale or transfer or (b) satisfy or extinguish the above-described lien in respect of such unpaid charges.

IX -ADDITIONAL RIGHTS RESERVED TO DECLARANT

9.1 Expansion by the Declarant. Until the Declarant has sold 100% of the Properties subject to this Declaration, the Declarant may annex additional properties into the regime of this Declaration provided such property is contiguous to the Properties. Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent

of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

9.2 Additional Covenants and Easements. The Declarant may subject any portion of the Property to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the various Assessments as provided for herein. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration.

9.3 Effect of Filing Supplemental Declarations. Any Supplemental Declaration filed pursuant to this Article shall be effective upon recording in the Public Records unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

9.4 Marketing. Declarant reserves the right for itself and its agents to install and maintain flags, banners and/or signage within the Properties and to conduct sales activities within the Properties (including, but not limited to, conducting open houses for brokers and prospective purchasers within model Townhouses and performing other forms of advertising) for purposes of marketing and advertising the Properties and its agents.

9.5 Budget Considerations. As additional properties are annexed to the Properties pursuant to this Article IX, the budget of the Association may be affected, as well as assessment obligations of the Owners as a result thereof.

9.6 Right to Assign Limited Common Elements – Parking and Limited Common Elements - Storage. Declarant hereby reserves the right to assign LCE-Parking and LCE-Storage to specific Townhomes by filing Supplemental Declarations in the Public Records.

9.7 Right to Approve Additional Covenants. So long as Declarant owns any property subject to this Declaration, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

9.8 Right to Approve Changes in Community Standards. No amendment to or modification of any Rules and Regulations shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns property subject to this Declaration.

9.9 Right to Appoint Members of Board. The Declarant hereby reserves the right to appoint and/or remove all members of the Board of Directors of the Association and any and all members of any committees created by the Board. Following the expiration of the Declarant's rights, the Directors shall be elected and shall serve as provided in the Bylaws.

9.10 Right to Delay Commencement of Association, Meetings or Assessments. The Declarant hereby reserves the right to delay the filing of the Articles for the Association, creation of Bylaws and Master Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as required hereunder and in the Bylaws. In the event that the

Declarant elects to delay the creation of the association, the rights, but not the obligations, of the Association created by this Declaration are hereby assigned to the Declarant until such time as the Association is created.

9.11 Right to Allocate Exclusive Use Rights to a Townhouse. The Declarant hereby reserves the right to create additional restrictions on the uses of all or any portion of the Townhouses through separate recorded instruments, it being the intent of the Declarant to provide exclusive use rights appurtenant to certain Townhouses at the sole option of Declarant.

9.12 Right to Amend Plat. The Declarant hereby reserves the right to amend the Plat to provide for the orderly development of the Property as determined by the Declarant. By accepting a deed for their Townhouse, an Owner acknowledges the Declarant's rights as set forth in this Section 9.12 and expressly consents thereto.

9.13 Termination of Rights. The rights contained in this Article shall not terminate until the Declarant, or any person affiliated with Declarant, is no longer a record owner of any real property subject to this Declaration unless Declarant elects to terminate such reservations at an earlier date. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof.

9.14 Right to Cure Alleged Defects. It is Declarant's intent that all improvements constructed or made by Declarant in the Project be built or made in compliance with all applicable building codes and ordinances and that such improvements be of a quality that is consistent with the Community-Wide Standard. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Declarant's responsibility therefor. It is Declarant's intent to resolve all disputes and claims regarding Alleged Defects (as defined below) amicably, and without the necessity of time-consuming and costly litigation. Accordingly, the Association, the Board and all Owners shall be bound by the following claim resolution procedure:

(a) **Declarant's Right to Cure.** In the event the Association, the Board or any Owner or Owners (collectively, "Claimant") claim, contend or allege that any portion of the Project, including, without limitation, any Townhouse, and/or any improvements constructed on the Project, are defective or that Declarant or its agents, consultants, contractors or subcontractors were negligent in the planning, design, engineering, grading, construction or other development thereof (any of the foregoing, an "Alleged Defect"), Declarant hereby reserves the right to inspect, repair and/or replace such Alleged Defect as set forth herein.

(b) **Notice to Declarant.** In the event that a Claimant discovers any Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant in writing, at the address at which Declarant maintains its principal place of business, of the specific nature of such Alleged Defect ("Notice of Alleged Defect").

(c) **Right to Enter, Inspect, Repair, and/or Replace.** Within a reasonable time after the receipt by Declarant of a Notice of Alleged Defect, or the independent discovery of any Alleged Defect by Declarant, as part of Declarant's reservation of rights, Declarant shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Townhouse, and/or any improvements or other portion of the Project for the purposes of inspecting and, if deemed necessary by Declarant, repairing and/or replacing such Alleged Defect. In conducting such inspection, repairs and/or replacement, Declarant shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

(d) **Legal Actions.** No Claimant shall initiate any legal action, cause of action, proceeding, reference or arbitration against Declarant alleging damages (i) for the costs of repairing or the replacement of any Alleged Defect, or (ii) for the diminution in value of any real or personal property resulting from such Alleged Defect, unless and until (1) Claimant has delivered to Declarant a Notice of Alleged Defect and (2) Declarant has, within ninety (90) days after its receipt of such Notice of Alleged Defect, either (x) failed to repair or replace such Alleged Defect or (y) if such Alleged Defect cannot reasonably be repaired or replaced within such ninety (90) day period, failed to commence such repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such repair or replacement to completion. Any such action undertaken on behalf of the Association shall also require, as a prerequisite to such action, the approval of not less than sixty-six percent (66%) of the Owners and not less than sixty-six percent (66%) of the Mortgagees. In no event will Declarant be liable for, nor shall any Claimant be entitled to pursue, consequential damages resulting from any Alleged Defect.

(e) **No Additional Obligations; Irrevocability and Waiver of Right.** Nothing set forth in this Section shall be construed to impose any obligation on Declarant to inspect, repair or replace any item or Alleged Defect for which Declarant is not otherwise obligated under applicable law. The right of Declarant to enter, inspect, repair, and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and recorded by Declarant in the Public Records.

(f) **Waiver.** Notwithstanding anything to the contrary in this Section 9.14, (i) Declarant hereby disclaims any representations and warranties in respect of, shall have no continuing liability to any Owner for, any design or construction defects (whether known or unknown) relating to the Project, including latent defects, and (ii) the provisions of this Section 9.14 in no way extend or modify any contractual waivers or statutes of limitation or statutes of repose.

(g) **Amendment.** Notwithstanding any other provision of this Declaration to the contrary, the provisions of this Section 9.14 may be amended only with the written consent of Declarant, any such amendment being applicable only to Alleged Defects with respect to which a Notice of Alleged Defect is delivered after the date of such amendment.

ARTICLE X - EASEMENTS

10.1 Easements in Common Area and LCE. The Declarant hereby grants to each Owner a non-exclusive right and easement of use (subject to the rights of other Owners, Members and the Association), access, and enjoyment in and to the Common Area Lots. The Declarant grants to each Owner (subject to the rules, regulations, and restrictions contained in the Governing Documents) an exclusive right and easement of use, access, and enjoyment in and to the Limited Common Elements that are appurtenant to the Townhouse Lot owned by such Owner. Such exclusive right and easement of use, access, and enjoyment in the Limited Common Elements shall not be severable from the Townhouse Lot to which it is appurtenant.

The foregoing grants are subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitation contained in any deed conveying such property to the Association; and

(c) The right of the Board to adopt rules regulating the use and enjoyment of the area of the Common Area Lots.

Any Owner may extend their right of use and enjoyment of the Common Area Lots to the members of their family, and social invitees, as applicable, subject to reasonable regulation by the Board.

10.2 Easements for Drainage, Utilities; Roads.

(a) All dedications, limitations, restrictions and reservations of easements, including those for drainage, shown on any final plat of the Property are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration.

(b) The Declarant hereby grants to the Association and each Owner, and, so long as the Declarant owns any portion of the Property, reserves for itself, and reserves the right to grant to the Town of Jackson, utility providers, the Association, and all Owners perpetual non-exclusive utilities easements in those areas as described on the Final Plat for the purpose of:

(i) Installing roadways, utilities and other infrastructure, including without limitation, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; walkways, pathways and trails; drainage systems and signage; to serve the Property;

(ii) Inspecting, maintaining, repairing and replacing such roadways, utilities and infrastructure to serve the Property; and

(iii) Access to read utility meters.

(c) Declarant also reserves for itself the non-exclusive right and power to grant and record in the Public Records such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of the Property, or any portion thereof.

(d) All work associated with the exercise of the easements described in this Section shall be performed after reasonable notice to the Owners and in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Townhouse Lot, nor shall it unreasonably interfere with the use of any Townhouse and, except in an emergency, entry onto any Townhouse shall be made only after reasonable notice to the Owner or occupant.

10.3 Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over the Common Area Lots, Limited Common Elements and Townhouse Lots as necessary to enable the Association to fulfill its maintenance responsibilities under Section 5.2. The Association shall also have the right, but not the obligation, to enter upon any Townhouse for emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

10.4 Easements for Cross-Drainage. Every Townhouse Lot shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property; provided, no person shall alter the natural drainage on any Townhouse Lot to increase materially the drainage of storm water onto

adjacent portions of the Property without the consent of the Owner(s) of the affected property and the Board and Declarant.

10.5 Easement for Emergency Vehicles. The Property are hereby burdened with an easement allowing all equipment and emergency personnel entry to perform their duties, including the enforcement of traffic regulations.

10.6 Easement for Encroachments. If any part of the Common Area encroaches or shall hereinafter encroach upon a Townhouse Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Townhouse encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Townhouse, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Townhouse. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair or reconstruction or any part thereof in accordance with the original plans and any encroachment due to building overhang or projection.

ARTICLE XI – ENFORCEMENT

11.1 Enforcement by Board and Owners. The limitations and requirements set forth in this Declaration shall be specifically enforceable by the Board and by any Owner. Every Owner of a Townhouse hereby consents to the entry of an injunction against him, her or them to terminate and restrain any violation of this Declaration. Every Owner who uses or allows such Owner's Townhouse to be used in violation of this Declaration further agrees to pay all costs incurred by the Board or other enforcing Owner in enforcing this Declaration, including reasonable attorneys fees, whether suit is brought or not.

11.2 Enforcement by Declarant and CLT. The Declarant a shall have the right to enforce the limitations and requirements set forth in this Declaration, including but not limited to, the right to specifically enforce this Declaration by legal proceedings. Every Owner of a Townhouse hereby consents to enforcement by Declarant, including the entry of an injunction against him, her or them to terminate and restrain any violation of this Declaration. Every Owner who uses or allows such Owner's Townhouse to be used in violation of this Declaration further agrees to pay all costs incurred by the Declarant and/or CLT in enforcing this Declaration, including reasonable attorneys fees, whether suit is brought or not.

ARTICLE XII – AMENDMENT OF DECLARATION

12.1 By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until conveyance of the _____ Townhouse o an Owner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Townhouses; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make purchase, insure or guarantee mortgage loans on the Townhouses; (iv) satisfy the requirements of any local, state or federal governmental agency; (v) for the orderly development of the Property. However, any such amendment shall not adversely affect the title to any Townhouse unless the Owner thereof shall consent in writing; or (vi) to satisfy the reasonable and customary underwriting requirements of any insurance company providing insurance on any portion of the Property.

Notwithstanding the foregoing reserved amendment rights of Declarant, Declarant shall obtain written consent of mortgagees that represent at least 51% of the votes of Owners that are subject to

mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

12.2 By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least **seventy-five percent (75%)** of the Members and the written consent of Declarant. Notwithstanding the foregoing, the Members shall obtain written consent of mortgagees that represent at least 51% of the votes of Townhouse Owners that are subject to mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

12.3 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the prior written consent of the Declarant. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within thirty (30) days of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

12.4 Exhibits. The exhibits attached to this Declaration are incorporated by this reference and amendments of such exhibits shall be governed by this Article.

12.5 Acceptance of Declaration. Every Owner shall be bound by and subject to all of the provisions of this Declaration, and every purchaser of a Townhouse express accepts and consent to the operation and enforcement of all of the provisions of this Declaration.

12.6 Registration of Mailing Address; Notice; Implied Approval of Mortgagees and Guarantors. Each Owner shall register his/her mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Bylaws. All notices or demands intended to be served to a Mortgagee or guarantor of a recorded mortgage shall be given by registered or certified mail, postage prepaid, return receipt requested. Any notice referred to in this Section to an Owner or the Association shall be deemed given when deposited in the Townhouse States mail in the form provided for in this Section. Any notice referred to in this Section to a Mortgagee or guarantor of a mortgage of record shall be deemed given when such entity or person receives such notice; provided, however, that if such Mortgagees or guarantors fail to respond to any written request within 60 days after receipt of proper notice of the request (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

12.7 Rights of Mortgagees and Guarantors. Within at least thirty days of the Association obtaining actual knowledge of the following, the Association shall send written notification to all Mortgagees and Guarantors of a mortgage of record of the following events:

- (a) Any condemnation or casualty loss that affects either a material portion of the Property or the Townhouse that secures a mortgage;
- (b) Any 60 day delinquency in the payment of assessments or charges owed by the Owner of a Townhouse on which such Mortgagee or Guarantor holds a mortgage; (c) A lapse, cancellation or material modification of any insurance policy maintained by the Association; and
- (d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

12.8 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or any other party priority over any rights of the first Mortgagee of any Townhouse or Townhouse Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking.

12.9 Negotiation and Mediation. The provisions of this Section 12.9 are in addition to the provision of Section 9.14. The term “Claims” means any and all causes of action, claims, costs, damages, expenses, liabilities, and other claims. The Persons subject to this Declaration will make every reasonable effort to meet in person and confer for the purpose of resolving any Claim by good faith negotiation. If requested in writing, the Board may appoint a representative to assist the parties in negotiation. The term “Bound Party” shall mean Declarant, the Association, its officers, directors, and committee members, if any, all Persons subject to this Declaration, and any Person subject to this Declaration. Any Bound Party having a Claim (“Claimant” against any other Bound Party (“Respondent”) (collectively, the “Parties”) shall notify each Respondent in writing (the “Request for Resolution”), stating plainly and concisely: (i) the nature of the Claim, including the Persons involved and Respondent; (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (iii) Claimant’s proposed remedy; and (iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim; and (v) that Respondent must respond to the Request for Resolution within thirty (30) days of its receipt or it will be deemed to have been rejected.

(a) If a respondent to a Claim rejects the Request for Resolution, or the Parties do not resolve the Claim within forty-five (45) days of the date of acceptance of the Request for Resolution (or within such other period as may be agreed upon by the Parties) (“Termination of Negotiations”), Claimant shall have fifteen (15) additional days to submit the Claim to mediation under the auspice of an independent mediation agency providing dispute resolution services (including through travel) in Teton County, Wyoming.

(b) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(c) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings (“Termination of Mediation”). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated. If the mediation is successful, each party shall bear their own costs and attorney fees.

(d) If the Disputing Persons are not successful in resolving the dispute through the mediation, then the Disputing Persons, or any one of them, may pursue, subject to the provisions of Section 9.14, any remedy at law or equity.

12.10 Declarant as Beneficiary. Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall be deemed a third-party beneficiary of this Declaration and shall have the right and standing to enforce the terms and conditions hereof against the individual Owners or the Association, as the case may be, for a period of ten (10) years after the date of this Declaration.

DRAFT

IN WITNESS WHEREOF, the undersigned Declarant has executed and adopted this Declaration the date and year first written above.

JACKSON HOLE COMMUNITY HOUSING TRUST,
a Wyoming nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as the _____ of the Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation, on this ____ day of _____, 2024.

WITNESS my hand and official seal.

Notary Public

My commission expires:

Public NOTICES

What is a Public Notice?

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

How to place a Public Notice

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

Rate: \$23.00 per column inch

Preferred Method of Submission is via Email in a Word/Text document to Legals@jhnewsandguide.com. Legals submitted via hard copy or PDF will be charged a typesetting fee of \$50.00 per typed page

LEGAL DEADLINE: THURSDAY AT 3:00 PM

TETON COUNTY NOTICES Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Regular/Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Tuesday, September 4, 2024, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised
up until 5:00pm the day before the meeting.

Publish: 08/28/24

Teton County Board of Commissioners
BOARD OF EQUALIZATION
200 S. Willow, Jackson, Wyoming
Wednesday, Sept. 4, 2024, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Be advised the online meeting agendas may be revised
up until 5:00pm the day before the meeting.

Publish: 08/28/24

Teton County Board of Commissioners
BOARD OF EQUALIZATION
200 S. Willow, Jackson, Wyoming
Thursday, Sept. 5, 2024, 8:30 a.m.
Meeting agenda is available on tetoncountywy.gov
Be advised the online meeting agendas may be revised
up until 5:00pm the day before the meeting.

Publish: 08/28/24

TETON COUNTY DIVISION OFFICES

• CONTINUED PUBLICATIONS •

REQUEST FOR BID

Jackson, Wyoming
Teton County Recycling Center: Rolloff Hook Truck

Notice is hereby given that Teton County Integrated Solid Waste and Recycling (ISWR) is accepting Bids for a new Rolloff Hook Truck.

Teton County Integrated Solid Waste and Recycling (ISWR) is soliciting bids for the purchase and delivery of one new Rolloff Hook Truck. This vehicle is required to replace an older, less efficient diesel truck currently in service. The new vehicle will be a 2024 Isuzu FTR MT5 G8 Series (or equivalent) or a Kenworth T280 (or equivalent), both with a new Stellar Hooklift (or equivalent).

Bid details and forms can be accessed on the Public Purchase website (<https://www.publicpurchase.com> bid id:191150) and are due by 9:00 am MST on Thursday, September 5, 2024. Each proposal will be evaluated based on price and schedule availability. Teton County ISWR reserves the right to reject any or all proposals and to accept one, all, or no bids.

Publish: 08/21, 08/28/24

TOWN OF JACKSON NOTICES

• OFFICIAL PROCEEDINGS •

TOWN COUNCIL PROCEEDINGS - UNAPPROVED AUGUST 19, 2024 JACKSON, WYOMING

The Jackson Town Council met in regular session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 6:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present: TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, Jim Rooks, and Jessica Sell Chambers. The Pledge of Allegiance was led by Mayor Morton Levinson. The Land Acknowledgement was read by Mayor Morton Levinson. Mayor Morton Levinson proclaimed Monday, August 26th as Women's Equality Day. Mayor Morton Levinson introduced Brandy Hayes, Victim Services Advocate. Public Comment. Ian Smith and Jack Payne public comment. Consent Calendar. Mayor Morton Levinson added an additional temporary sign permit to the consent calendar. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve the consent calendar including items A-D as presented with the following motions:

A. Meeting Minutes. To approve meeting minutes from the August 5, 2024 Regular Town Council Meeting.
B. Disbursements. To approve the disbursements as presented. ed. 842-NCPEERS GROUP WYOMING \$192.00; ACE HARD-

AUGUST 28, 2024

WARE \$1,199.55; ACM WYOMING LLC \$19,000.00; AFLAC \$1,811.28; AMAZING TROPHIES & GIFTS \$150.17; AMAZON \$2,138.05; ANDERS GLASS AND TINT \$1,640.00; AT&T \$1,378.40; BADGER DAYLIGHTING CORP \$27,021.48; BEST BEST & KRIEGER \$1,224.50; BLUE SPRUCE CLEANERS, INC \$422.14; BLUE TO GOLD, LLC \$4,635.00; BOLAND, ANITA \$2,200.00; BRIGGS, ERIC L \$712.90; BRIGHTLY \$1,830.65; BRISTOL, JAMES \$520.00; BURKHOLDER, SHAWN \$2,039.63; CARQUEST AUTO PARTS INC. \$102.37; CASELLE INC. \$1,973.00; CASPER COLLEGE \$315.00; CENTURYLINK \$195.01; CERTIFIED LABORATORIES \$737.95; CITY OF DRIGGS \$1,502.53; CIVICPLUS \$6,250.00; CONRAD & BISCHOFF INC. \$31,912.95; CONTROL SYSTEM TECHNOLOGY, INC. \$12,685.00; CONVERGEONE, INC \$93.50; COPYWORKS, LLC \$15.95; CUES \$116.30; DEAN'S PEST CONTROL LLC \$270.00; DELL \$18,112.03; DELTA DENTAL PLAN OF WYOMING \$11,696.60; DEX IMAGING \$1,930.69; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$330.00; EMPLOYERS COUNCIL SERVICES \$7,900.00; ENERGY CONSERVATION WORKS \$17,500.00; ENERGY LABORATORIES INC. \$1,741.00; ENVIRONMENTAL RESOURCE ASSOC. \$924.14; ETNA TRADE PARK LLC \$4,062.00; EVOLUTION CONSTRUCTION, LLC \$41,744.00; FERGUSON ENTERPRISES, INC \$298.05; FLAT CREEK WID \$12,000.00; GEDDES, GLENN \$155.00; GILLIG LLC \$3,015.02; GOLIGHTLY, AMY \$39,379.06; GRAND TARGHEE RESORT \$36,494.00; GRIFFITH PARTNERSHIP LLC \$4,200.00; GUHEEN, TOM \$155.00; GWALTNEY, WOODROW \$100.00; HEALTH TECHNOLOGY \$1,359.65; HIGH COUNTRY LINEN \$1,588.76; HIRST APPLEGATE, LLP \$1,660.50; HOLE FOOD RESCUE \$6,250.00; IDAHO CHILD SUPPORT RECEIPTING \$564.20; IDAHO STATE TAX COMMISSION \$6,259.00; IMMIGRANT HOPE \$2,000.00; INTERACTION ASSOCIATES INC \$4,188.29; IVY OUTDOOR SERVICES LLC \$2,240.00; J.P. COOKE CO. \$328.85; JACKSON GROUP LOCKBOX \$3,264.10; JACKSON HOLE HISTORICAL SOCIETY \$8,562.50; JACKSON HOLE LAW, PC \$3,525.00; JACKSON HOLE NEWS & GUIDE \$4,674.00; JACKSON HOLE PUBLIC ART \$10,000.00; JACKSON LUMBER INC \$61.60; JORGENSEN ASSOCIATES, PC \$49,193.19; KEENAN, PETER \$2,300.00; KEN GARFF FORD CHEYENNE \$60,414.00; KENWORTH SALES COMPANY DEPT #1 \$689.60; KLUIS, TOMA \$155.00; LANGUAGE TESTING INTERNATIONAL, INC \$531.00; LENZ, BRIAN \$84.16; LEONARD PETROLEUM EQUIPMENT \$409.40; LEPCO \$789.32; LOWER VALLEY ENERGY INC \$42,238.75; LUNA, GAIL \$293.99; MADERA BUILDERS, LLC \$2,575.00; MARKMAN, JASON \$7,595.00; MASON, TOM \$155.00; MEAD & HUNT \$3,617.50; MENGHETTI, PAULA \$6,000.00; METROQUIP INC \$2,875.74; MSC INDUSTRIAL SUPPLY CO \$173.99; NAPA AUTO PARTS INC. \$1,858.97; NELSON ENGINEERING \$9,125.75; NORMAND, JACOB \$100.00; ON SIGHT LAND SURVEYORS INC. \$600.00; ONE CALL OF WYOMING \$510.75; PACIFIC COAST K9 \$1,272.06; PALAZZOLO, MICHAEL \$69.50; PITTS, SAMANTHA \$69.50; PLATT \$54.73; PREMIER TRUCK- SALT LAKE CITY \$426.17; PVS DX, INC \$1,667.29; QUADIENT FINANCE USA, INV \$1,000.00; RAE, JOSHUA \$2,000.00; RAMANATHAN, BRINDA \$2,500.00; ROCKY MOUNTAIN INFO NETWK \$100.00; RUI INC. DBA VILLAGE GARDNER \$539.06; SCHWARTZ, ANDY \$4,583.33; SHERWIN-WILLIAMS CO. \$51.41; SHORELINE CONSULTING \$2,272.72; SILVERSTAR \$3,606.21; SMITH POWER PRODUCTS, INC. \$1,180.00; SMITH PSYCHOLOGICAL SERVICES \$400.00; SPRING CREEK ANIMAL HOSPITAL \$659.34; SPSC POA - SOUTH PARK SERVICES CTR POA \$303.82; STANDARD INSURANCE COMPANY \$10,886.68; STEPHENS, TALON \$69.50; STINKY PRINTS, INC \$562.11; STONE, KIRK \$3,087.00; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; TETON COUNTY CLERK \$292,342.33; TETON COUNTY HOUSING AUTHORITY \$10,094.00; TETON COUNTY INTEGRATED SOLID WASTE/RECYC \$29,458.82; TETON COUNTY-FUND 10 \$98,640.84; TETON MOTORS INC \$213.44; TETON TRASH REMOVAL, INC. \$114.00; THOMSON WEST \$930.14; THYSSEN KRUPP ELEVATOR CORP. \$73,162.47; TIMBERLINE CONCRETE \$562.50; TMSC LLC \$7,097.75; TODAY CASH \$170.28; UCM DIGITAL HEALTH, INC \$962.00; US HOMES LLC \$1,560.00; VALENTINE, B. TYLER \$236.00; VISION SERVICE PLAN - (WY) \$1,765.00; VOICES JACKSON HOLE \$6,042.50; WEST-BANK SANITATION \$230.03; WESTERN STATE \$17,956.86; WHITE GLOVE CLEANING, INC. \$5,499.63; WILSON, JOHN \$2,200.00; WRIGHT, JASON \$69.50; WY WORKERS' SAFETY & COMP \$22,576.53; WYOMING DEPARTMENT OF EMPLOYM \$3,375.06; WYOMING FIRST AID & SAFETY \$328.15; WYOMING LAW ENFORCEMENT \$110.00; WYOMING RETIREMENT SYSTEM \$186,629.79; WYOMING. COM INC \$5.00; XYLEM CCI \$10,981.06; YELLOW IRON EXCAVATION, LLC \$1,965.00.
C. July Municipal Court Report. To accept the July Municipal Court Report into record.
D. Temporary Sign Permit for Under the Tetons Car Show. To approve a Temporary Sign Permit for Under the Tetons Car Show.
There was no public comment on the consent calendar. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. West Jackson Subarea Transportation Study. Charlotte Frei and Tyler Sinclair made staff comment. Council held discussion with staff. Sam Petri made public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to initiate a

Travel Demand Management program in partnership with schools and employers, including the Teton County School District, and develop a traffic count program and nexus study process consistent with the Comprehensive Plan. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Fee Schedule Public Hearing. Lea Colasuonno made staff comment. Council held discussion with staff. Raymond Lane spoke on behalf of the Fire/EMS Department. There was no public comment. Resolution 24-17: Grant to Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Resolution 24-17, approving the FAA Grant Agreement to Rehabilitate Taxiway A and Construct Deicing Pad Access Taxiway at the Jackson Hole Airport with the FAA obligation under the grant being a maximum of \$3,361,715. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Ordinances. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Ordinance A. An Ordinance Regarding Flood Damage Prevention. AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS.392, 970, AND 1091; SECTION 2 OF JACKSON ORDINANCE NO. 830; AND SECTIONS 15.30.020, 15.30.040, 15.30.060, 15.30.110, 15.30.120, 15.30.130, 15.30.140, AND 15.30.160 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING FLOOD DAMAGE PREVENTION AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance B. An Ordinance Regarding Capital Construction Projects. AN ORDINANCE REPEALING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 627; AND SECTIONS 15.32.010 THROUGH 15.32.050 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING MUNICIPAL CAPITAL CONSTRUCTION PROJECTS AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance C. An Ordinance Regarding Contractor Licensing. AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 701, 1089, 1090, AND 1142; AND SECTION 8 OF JACKSON ORDINANCE NO. 1280; AND CHAPTER 15.36 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING CONTRACTOR LICENSING AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance D. An Ordinance Regarding Building Demolition. AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 888 AND 1279; SECTION 8 OF TOWN OF JACKSON ORDINANCE NO. 1280; AND CHAPTER 15.38 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING BUILDING DEMOLITION AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance E. An Ordinance Regarding Contractor Licensing. AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 843; AND SECTION 15.50.010 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING ENFORCEMENT OF TITLE 15 AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance F. An Ordinance Regarding Licensing Construction Contractors. AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NO. 1281; AND CHAPTER 5.04.022 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING LICENSING CONSTRUCTION CONTRACTORS AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve Ordinances A, B, C, D, E, and F at second reading. Mayor Morton Levinson called for the vote. The vote showed 4-1 with Mayor Morton Levinson, Jim Rooks, Jonathan Schechter and Jessica Sell Chambers in favor and Jim Rooks opposed. The motion carried. Ordinance G. An Ordinance Regarding Civil Parking Authority. AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1287, 1181, 1180, 1054, 870, 798, 527, 526, 300, 179, AND 18; SECTION 2 OF JACKSON ORDINANCE NOS. 871 AND 18; AND SECTION 34 OF JACKSON ORDINANCE NO. 162; AND SECTIONS 1.16.010, 1.16.020, 1.18.010 AND 1.18.080 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING CIVIL PARKING AUTHORITY AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance H. An Ordinance Regarding Community Service Unit. AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON

• Public Notices •

ORDINANCE NOS. 1337, 1186, AND 842; AND SECTION 2.23.051 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING COMMUNITY SERVICE UNIT AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance I. An Ordinance Regarding Parking Regulations. AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1311, 1194, 661, 610, 214, 161, AND 131; AND SECTION 10.04.205, 10.04.210, 10.04.285, 10.04.117, AND 10.04.227; AND ADDING CHAPTER 10.05 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING PARKING REGULATIONS AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve Ordinances G, H, and I on second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Ordinance J. An Ordinance Amending the LDRs Regarding the Community Development Director (P24-042). AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196, 1257, AND 1258; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART) AND 1165; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 1161; SECTIONS 10, 11, 15, AND 16 OF TOWN OF JACKSON ORDINANCE NO. 1165; AND SECTIONS 4.3.1, 8.2.4, 8.6.3, 8.7.4, 8.9.2, 8.9.4, 8.10.1, 8.10.2, AND 8.10.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING THE COMMUNITY DEVELOPMENT DIRECTOR. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance K. An Ordinance Amending the LDRs Regarding Noise (P24-043). AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1094, 1110, 1136, 1149, 1152, 1159, 1160, 1161, 1170, 1196, 1197, 1198, 1210 THROUGH 1222, 1273, 1278, 1299, 1313, 1314, 1316, 1324, 1338, AND 1343; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1122, 1139, AND 1161; SECTIONS 3 THROUGH 13 OF TOWN OF JACKSON ORDINANCE NO. 1348; SECTION 4 OF TOWN OF JACKSON ORDINANCE NO. 1125; SECTION 8 OF TOWN OF JACKSON ORDINANCE NO. 1163; SECTION 11 OF TOWN OF JACKSON ORDINANCE NOS. 1111 AND 1159; SECTION 14 OF TOWN OF JACKSON ORDINANCE NO. 1111; SECTION 18 THROUGH 20 OF TOWN OF JACKSON ORDINANCE NO. 1111; AND SECTIONS 2.2.2 THROUGH 2.2.17, 2.3.10, 2.3.13, 3.3.1, 4.2.1, 4.2.2, 6.1.10, AND 6.4.3 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING NOISE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ordinance L. An Ordinance Amending the LDRs Regarding Findings of Consistency (P24-044). AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196, 1257, 1258, AND 1273; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 1161; AND SECTIONS 4.3.1, 8.3.2, 8.3.3, 8.4.3, 8.5.3, 8.7.2, 8.7.3, AND 8.8.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING FINDINGS OF CONSISTENCY WITH THE PURPOSES AND ORGANIZATION OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinances J through L on second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Ordinance M. An Ordinance Extending the Temporary Moratorium (PM24-004). AN ORDINANCE EXTENDING THE TEMPORARY MORATORIUM ON THE SUBMISSION AND ACCEPTANCE OF APPLICATIONS TO CREATE, ADD, OR CHANGE THE USE OF THE HABITABLE FLOOR AREA FOR NONRESIDENTIAL BUILDINGS LARGER THAN 35,000 HABITABLE SQUARE FEET WITHIN THE COMMERCIAL RESIDENTIAL - 1 (CR-1), COMMERCIAL RESIDENTIAL - 2 (CR-2), COMMERCIAL RESIDENTIAL - 3 (CR-3), DOWNTOWN CORE - 1 (DC-1), AND DOWNTOWN CORE - 2 (DC-2) PURSUANT TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS AND PROVIDING FOR AN EFFECTIVE DATE AND A TIME FOR TERMINATION. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: Ian Smith made public comment. Council held discussion. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance M on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Matters from Mayor and Council. Council discussed overnight parking options for the airport shuttle. A motion was made by Jonathan Schechter and seconded by Jonathan Schechter to direct the Town Manager or their designee to draft a brief scoping staff report about overnight parking options related to the airport shuttle to be added to an agenda within 60 days. Mayor Morton Levinson called for the vote. The vote showed 2-3 with Jim Rooks and Jonathan Schechter in favor and Mayor Morton Levinson, Arne Jorgensen, and Jessica Sell Chambers opposed. The motion failed. The item was added to the PI list. Council discussed on-street parking. A motion was made by Jonathan Schechter and seconded by Jim Rooks to direct the Town Manager or their designee to draft a brief scoping staff report about creating parking enforcement rules around trailers and other non-motorized entities parking on-street overnight during the summer months. Mayor Morton Levinson called for the vote. The vote showed 1-4 with Jonathan Schechter in favor and Mayor Morton Levinson, Arne Jorgensen, Jim Rooks and Jessica Sell Chambers opposed. The motion failed. The item was added to the PI list. Council discussed the 16th Biennial Scientific Conference on the Greater Yellowstone Ecosystem in Big Sky, Montana. Tyler made staff comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve

Council travel and registration for the Scientific Conference on the Greater Yellowstone Ecosystem. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Council discussed the 12th World Wilderness Congress in Rapid City, South Dakota. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Council travel for the 12th World Wilderness Congress. The vote showed 1-3 with Jonathan Schechter in favor and Mayor Morton Levinson, Jim Rooks, and Arne Jorgensen opposed. Jessica Sell Chambers abstained. The motion failed. Council discussed compensation of Jackson Police Officers and enforcement of traffic violations. Staff announced that Police Department Retention will be discussed during the regularly scheduled workshop in September. Council also discussed childcare. Paul Anthony and Lea Colasuonno made staff comment. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to direct the Town Manager or their designee to draft a brief scoping staff report about removing further barriers to childcare options and early education options in our community to be added to an agenda within 60 days. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Council discussed the EPA's decision on Regional Haze in Wyoming and the possibility of providing public comment. Tanya Anderson made staff comment. Town Manager's Report. Tyler Sinclair made staff comment. The Town Manager's report contained updates on the server room in Town Hall, request for support from the Wild River Community Alliance, temporary sign permits, Department of Transportation Charging and Fueling Infrastructure Grant letter of commitment, and Wildlife Crossings Pilot Program grant letter of support. The Town Manager added a letter of support for PAWS to receive grant funding. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager's Report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 7:58 p.m.

Minutes: rt.
Publish: 08/28/24

TOWN COUNCIL PROCEEDINGS fi UNAPPROVED AUGUST 19, 2024 JACKSON, WYOMING
The Jackson Town Council met in special session in the Town Hall Council Chambers, located at 150 East Pearl in Jackson, at 1:00 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present: TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jim Rooks. Jessica Sell Chambers was absent. Alternate Municipal Judge Interview. Council conducted an interview with Curt Haws. Recess to Executive Session. A motion was made by Jonathan Schechter and seconded by Jim Rooks to recess to executive session to discuss personnel matters in accordance with Wyoming State Statute 16-4-405(a)(ii). Council recessed at 1:12 p.m. and reconvened at 1:17 p.m. Mayor Morton Levinson nominated Curt Haws as an Alternate Municipal Judge. A motion was made by Jonathan Schechter and seconded by Jim Rooks to consent to the appointment of Curt Haws as an Alternate Municipal Judge. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Mayor Morton Levinson appointed Curt Haws as an Alternate Municipal Judge. Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The special meeting adjourned at 1:19 p.m.

Minutes: rt.
Publish: 08/28/24

TOWN COUNCIL PROCEEDINGS fi UNAPPROVED AUGUST 19, 2024 JACKSON, WYOMING
The Jackson Town Council met in regular workshop in the Town Hall Council Chambers, located at 150 East Pearl in Jackson, at 1:30 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present: TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, Jim Rooks and Jessica Sell Chambers. Temporary Emergency Building Moratorium (PM24-004). Paul Anthony, Tyler Sinclair and Lea Colasuonno made staff comment. Council held discussion with staff. Stephan Fodor, Perri Stern, Amy Kuszak, and Michael Kudar made public comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to direct staff to prepare a redline draft of the recommended amendments to the Land Development Regulations and Design Guidelines as provided in this staff report, dated August 19, 2024, and as provided in the Council's discussion in this workshop. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Council recessed at 3:48pm and reconvened at 3:54pm. Travel and Tourism Board Destination Management and Marketing Organization. Crista Valentino presented to Council on behalf of the Travel and Tourism Board. Lea Colasuonno made staff comment. Council held discussion. There was no public comment. No motion was made. County Water Quality Management Plan and Wastewater Policy Updates. Floren Poliseo and Tanya Anderson made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to participate in the Technical Working Group to achieve mutual goals of the County's Water Quality Master Plan, and secondly to direct staff to bring back more information about connecting the following areas to the Town's wastewater system: a. Wastewater Treatment Priority Areas i. Immediate ii. Short Term iii. Long Term and b. Aquifer Protection Areas i. Priority 1 ii. Priority 2. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. Matters from Mayor and Council. There was no discussion. Council Priorities and Upcoming Agendas. There was no discussion. Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 4:55pm.

Minutes: rt.
Publish: 08/28/24

GENERAL PUBLIC NOTICES

• ABANDONED VEHICLE AUCTIONS •

2017 Ford Edge
Vin: 2FMPK4G97HBC49891
Owed \$10,024.25

2007 Chevrolet Trailblazer
Vin: 1GNDT13S072259556
Owed \$10,180.00

2023 Ford Maverick
Vin: 3FTTW8F93PRA37134
Owed \$8,270.00

2021 Honda HR-V
Vin: 3CZRU6H37MM741174
Owed \$8,121.25

2003 Volvo XC70
Vin: YV1SZ59H731111819
Owed \$7,725.00

2014 VW Passat
Vin: 1VWAT7A38EC074802
Owed \$10,835.00

2017 Subaru Forester
Vin: JF2SJAE6HH801335
Owed \$6,221.50

Sale to be September 13th 2024
Publish: 08/28, 09/04/24

• INTENT TO SUBDIVIDE •

LEGAL NOTICE NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that Jackson Hole Community Housing Trust 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 Council Chambers. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 20 Townhomes on 5 Lots. The project is located on 0.86 acres, generally described as Lot 9, Lot 10, Lot 11, Lot 12 and Lot 13, Block 5 of John D. Hall Plat, Plat No. 131, located within the NE1/4, Section 34, Township 41 North, Range 116 West, street addresses are 600, 610 and 620 E. Hansen Avenue. The site is accessed is from Alley Redmond Street and will be named HANSEN CORNER ADDITION TO THE TOWN OF JACKSON.
Publish: 08/28, 09/04/24

LEGAL NOTICE

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes Glenwood JH, Inc. 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 10 condominium units. The project is located on 0.32 acres, described as Lots 5-6, Blk 6, a portion of the SE1/4 SE1/4 of Section 28, Township 41N, Range 116W. The street address is 165 N Glenwood Street, Jackson, WY. The name of the proposed subdivision is The Glenwood Phase II Condominium Addition to the Town of Jackson.
Publish: 08/28, 09/04/24

• CONTINUED PUBLICATIONS •

WYOMING DEPARTMENT OF TRANSPORTATION

LEGAL NOTICE

INVITATION TO BID

The Wyoming Department of Transportation will receive bids uploaded to the Public Purchase website, until 11:00 A.M., Mountain Time on September 24, 2024, at which time they will be publicly opened and read for FURNISHING JANITORIAL MAINTENANCE AT THE STAR VALLEY REST AREA. A MANDATORY Pre-Bid Inspection will be held at 10:00 A.M., Mountain Time on Monday, September 9, 2024 at the Star Valley Rest Area located on Highway 89 between Afton and Thayne, Wyoming. Only bids received on Wyoming Department of Transportation bid forms will be considered. Bid forms and further information may be obtained, without charge, by going to <http://www.publicpurchase.com>, logging in and clicking on Bid No. 24-249RC. You must be registered with Public Purchase to log in and view bids. If you are not registered, click on the "free registration" button and follow the registration instructions. The registration process takes up to 24 hours, so signing up right away is recommended.

BY: NICHOLAS GRONSKI
PROCUREMENT SERVICES MANAGER

Publish: 08/21, 08/28, 09/04/24

INVITATION TO BID PROJECT

Bids for Bid Packs as detailed below will be available 8/21/2024 All bid packages will be received by Dick Anderson Construction (Aaron Dockstader) at the office of Dick Anderson Construction, 1135 Maple Way #3 Jackson, WY 83002 until 3:00 PM local time on 9/12/2024

• Public Notices •

Bidders will be required to PREQUALIFY as part of the bidding process. Within the ITB are directions for prequalification process.

Bids will be received for: 03-1 CONCRETE, 04-1 MASONRY, 05-1 STRUCTURAL STEEL FABRICATON & ERECTION, 06-1 CARPENTRY AND MISCELLANEOUS, 06-2 ROUGH CARPENTRY AND FRAMING, 07-1 INSULATION, 07-2 SIDING & SOFFITS, 07-3 ROOFING, 08-1 FRAMES, DOORS & HARDWARE, 08-2 ALUMINUM-FRAMED SYSTEMS AND GLAZING, 09-1 METAL STUD FRAMING, GYPSUM BOARD ASSEMLBIES, & SUSPENDED CEILINGS, 09-2 TILING AND RESILIANT BASE, 09-3 PAINTING, 09-4 HIGH PERFORMANCE COATINGS, 10-1 SPECIALTIES, 22-1 PLUMBING, 23-1 HEATING, VENTILATING AND AIR CONDITIONING (HVAC), 26-1 ELECTRICAL, COMMUNICATIONS AND ELECTRONIC SAFETY & SECURITY, 31-1 EARTHWORK, 31-2 WELL AND WATER DISTRIBUTION, 32-1 LANDSCAPE & IRRIGATION, 32-2 PRECAST CONCRETE

PAVERS

Bid package documents prepared by Dick Anderson Construction may be obtained at the local plan exchanges and/or by contracting:

Aaron_Dockstader
aaron.dockstader@daconstruction.com
(307) 690-9365

Dick Anderson Construction
1135 Maple Way #3
P.O. Box 13607
Jackson, WY 83002
Phone: (307) 201-1199

This is a Wyoming Prevailing Wage Rate/DAVIS BACON project. See State of Wyoming website and/or project specifications for current effective labor rates. All laborers and mechanics employed by SUBCONTRACTOR or its subcontractors in performance of the construction work shall be paid wages at rates as required by law.

This project is subject to Federal Transportation Administration requirements including all clauses included in bidding documents.

The SUBCONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. All Federal and State laws and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout.

BID BOND, PAYMENT & PERFORMANCE BOND IS REQUIRED covering each scope:
ALL SEALED BID PACKAGES AS DEFINED WITHIN THE CONTRACT DOCUMENTS

Successful BIDDERS shall furnish insurance as described in the Bid Documents and certificate(s) of that insurance shall be provided.

The right is reserved to reject any or all proposals received, to waive informalities, and to accept the lowest responsive and responsible bid which is in the best interest of the Construction Manager and the Owner.

Dick Anderson Construction is an Equal Opportunity Employer.
Publish: 08/21, 08/28, 09/04/24

Get Inspired

Grand Wedding is the ultimate resource for brides and grooms planning their Jackson Hole wedding. Every issue is packed with inspiration, resources, tips and beautiful photos.



SCAN TO
READ THE CURRENT
ISSUE ONLINE



FREE – ON NEWSSTANDS VALLEYWIDE

Public NOTICES

What is a Public Notice?

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

How to place a Public Notice

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

Rate: \$23.00 per column inch

Preferred Method of Submission is via Email in a Word/Text document to Legals@jhnewsandguide.com. Legals submitted via hard copy or PDF will be charged a typesetting fee of \$50.00 per typed page

LEGAL DEADLINE: THURSDAY AT 3:00 PM

SEPTEMBER 4, 2024

TETON COUNTY NOTICES Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Monday, September 9, 2024, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised
up until 5:00pm the day before the meeting.

Publish: 09/04/24

Teton County Board of Commissioners
In conjunction with the Town of Jackson
Monthly Joint Meeting Notice
200 S. Willow St., Jackson, Wyoming
Monday, September 9, 2024, 1:30 p.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised
up until 5:00pm the day before the meeting.

Publish: 09/04/24

TETON COUNTY DIVISION OFFICES

• PUBLIC NOTICE •

NOTICE OF PUBLIC REVIEW
TETON COUNTY BOARD OF COUNTY COMMISSIONERS
MEETING
Tuesday, 10/01/2024
Notice is hereby given that a Public Hearing will be held by the Teton County BOARD OF COUNTY COMMISSIONERS for the purpose of considering the applications listed below pursuant to the Wyoming State Statutes, Sections 16-3-101, et. seq. 18-5-201, et. seq. and 18-5-301, et. seq. as applicable. The Public Hearing will be held in the Commissioners Meeting Room of the Teton County Administration Building at 200 S. Willow Street in Jackson, Wyoming on Tuesday, 10/01/2024, in their regular meeting which begins at 09:00 AM. Information regarding the applications listed below may be obtained from the Teton County Planning and Building Services Department, Monday through Friday, 8:00 AM to 5:00 PM, telephone 307-733-3959.

Applicant: Nelson Engineering, Taylor Cook
Permit No.: DEV2024-0001

Request: A Development Plan request pursuant to Section 8.3.2 the Land Development Regulations for 22 Accessory Residential Units.

Location: 1040 E Evans Road is located 7 miles south of the Town of Jackson in Hog Island. It is zoned Public/Semi-Public (P/SP) and is partially in the Scenic Resources Overlay (SRO).

Publish: 09/04/24

GENERAL PUBLIC NOTICES

• REQUEST FOR BIDS •

ADVERTISEMENT FOR BIDS

Teton Village Association Improvement and Service District
2025 TVAISD VILLAGE PARKING LOT ASPHALT OVERLAY

Notice is hereby given that the Teton Village Association Improvement and Service District (TVAISD) is accepting Bids for a general contract for the construction of the 2025 TVAISD Village Parking Lot Asphalt Overlay project.

Sealed Bids for the construction of the Project will be received at the TVAISD Office, Teton Village, PO Box 866, located at 7020 N. Rachel Way, Teton Village, WY 83025 until Tuesday, September 17th, 2025 at 10:00 AM. At that time the Bids received will be publicly opened and read. Bids shall be sealed in an envelope plainly marked with the Bidder's name and the following title: "2025 TVAISD Village Parking Lot Asphalt Overlay".

The Project consists of asphalt milling, asphalt patching, adjustment of utility access lids, paving fabric, pavement preparation, and placement of 65,450 s.f. of 1.5-inch (min.) thick asphalt overlay, and final pavement striping.

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

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

Questions regarding the Bidding Documents should be directed to Josh Kilpatrick, PE, Nelson Engineering, jkilpatrick@nelsonengineering.net (Ph: 307-690-2086)

A MANDATORY Pre-bid Conference for the Project will be held on Thursday, September 12th, 2025 at 10:00 AM at the Project Site, 3295 W Village Drive, Teton Village, WY 83025, near the entrance to the Mangy Moose.

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

The TVAISD reserves the right to reject any and all bids, and to waive all informalities. Further, the TVAISD may accept any bid which in its opinion best serves its interests.

Publish: 09/04, 09/11/24

ADVERTISEMENT FOR BIDS

West Gros Ventre Butte Water District
GROS VENTRE WEST #5 WELL COMPLETION

Notice is hereby given that the West Gros Ventre Butte Water District is requesting Bids for the construction of the Gros Ventre West #5 Well Completion.

Bids for construction of the Project will be received at the Office of Nelson Engineering, PO Box 1599, located at 430 S Cache St, Jackson, WY 83001; emailed bids will be received at slagerman@nelsonengineering.net by September 18, 2024 at 2:00 PM local time. At that time Bids received will be publicly opened and read. Bids shall be delivered according to the instructions to bidders.

The project consists of an 8 inch well completion with pump and motor, pitless adapter, discharge piping, connection to existing meter vault, electrical equipment vault, excavation, electric power supply and controls installation, and all other incidentals required to complete the work.

A non-mandatory pre-bid conference will be held at Nelson Engineering's office on September 10, 2024 at 2:00 PM, followed by a Project Site walk through at 620 N. Ridge View Dr., Jackson, WY 83001.

The Owner's desire is for the project to be completed between September 25 and November 15, 2024, although spring 2025 construction will be considered.

The Issuing Office for the Bidding Documents is: Nelson Engineering.

Complete digital bidding documents are available from Nelson Engineering. Paper or Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

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

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

Responsible Wyoming bidders will be given a 5% preference.

The Owner reserves the right to reject any and all bids, and to waive all informalities. Furthermore, it may accept any bid which in its opinion best serves its interests.

Publish: 09/04, 09/11/24

• CIVIL ACTIONS •

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
WESTFIELD PARTNERS, LLC, EDWARD FIELDS, and DOES 1-50,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
PRUNEYARD OFFICE INVESTORS LLC,

FOR COURT USE ONLY
E-FILED
11/1/2023 1:30 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
23CV425467
Reviewed By: P. Newton
Envelope: 13476241

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below. You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at the court and have a copy served on the plaintiff or their attorney. You may file a written response even if you do not have a lawyer. You may file a written response if you want to defend yourself. There may be a court to which you can sue for your damages. You can find these courts and more information on the California Courts Online Self-Help Center (www.courtinfo.ca.gov/sehlp). The court may be a small claims court or a justice court. The court may be a trial court or a court of appeal. The court may be a trial court or a court of appeal. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawyersforallcalifornia.org). The court may be a trial court or a court of appeal. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawyersforallcalifornia.org). The court may be a trial court or a court of appeal. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. 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• Public Notices •

Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 20 Townhomes on 5 Lots. The project is located on 0.86 acres, generally described as Lot 9, Lot 10, Lot 11, Lot 12 and Lot 13, Block 5 of John D. Hall Plat, Plat No. 131, located within the NE1/4, Section 34, Township 41 North, Range 116 West, street addresses are 600, 610 and 620 E. Hansen Avenue. The site is accessed is from Alley off Redmond Street and will be named HANSEN CORNER ADDITION TO THE TOWN OF JACKSON.
Publish: 08/28, 09/04/24

LEGAL NOTICE

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes Glenwood JH, Inc. 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 10 condominium units. The project is located on 0.32 acres, described as Lots 5-6, Blk 6, a portion of the SE1/4 SE1/4 of Section 28, Township 41N, Range 116W. The street address is 165 N Glenwood Street, Jackson, WY. The name of the proposed subdivision is The Glenwood Phase II Condominium Addition to the Town of Jackson.
Publish: 08/28, 09/04/24

WYOMING DEPARTMENT OF TRANSPORTATION

LEGAL NOTICE

INVITATION TO BID

The Wyoming Department of Transportation will receive bids uploaded to the Public Purchase website, until 11:00 A.M., Mountain Time on September 24, 2024, at which time they will be publicly opened and read for FURNISHING JANITORIAL MAINTENANCE AT THE STAR VALLEY REST AREA. A MANDATORY Pre-Bid Inspection will be held at 10:00 A.M., Mountain Time on Monday, September 9, 2024 at the Star Valley Rest Area located on Highway 89 between Afton and Thayne, Wyoming. Only bids received on Wyoming Department of Transportation bid forms will be considered. Bid forms and further information may be obtained, without charge, by

going to <http://www.publicpurchase.com>, logging in and clicking on Bid No. 24-249RC. You must be registered with Public Purchase to log in and view bids. If you are not registered, click on the "free registration" button and follow the registration instructions. The registration process takes up to 24 hours, so signing up right away is recommended.

BY: NICHOLAS GRONSKI
PROCUREMENT SERVICES MANAGER

Publish: 08/21, 08/28, 09/04/24

INVITATION TO BID PROJECT

Bids for Bid Packs as detailed belowfi Plans will be available 8/21/2024 All bid packages will be received by Dick Anderson Construction (Aaron Dockstader) at the office of Dick Anderson Construction, 1135 Maple Way #3 Jackson, WY 83002 until 3:00 PM local time on 9/12/2024

Bidders will be required to PREQUALIFY as part of the bidding process. Within the ITB are directions for prequalification process.

Bids will be received for: 03-1 CONCRETE, 04-1 MASONRY, 05-1 STRUCTURAL STEEL FABRICATON & ERECTION, 06-1 CARPENTRY AND MISCELLANEOUS, 06-2 ROUGH CARPENTRY AND FRAMING, 07-1 INSULATION, 07-2 SIDING & SOFFITS, 07-3 ROOFING, 08-1 FRAMES, DOORS & HARDWARE, 08-2 ALUMINUM-FRAMED SYSTEMS AND GLAZING, 09-1 METAL STUD FRAMING, GYPSUM BOARD ASSEMBLIES, & SUSPENDED CEILINGS, 09-2 TILING AND RESILANT BASE, 09-3 PAINTING, 09-4 HIGH PERFORMANCE COATINGS, 10-1 SPECIALTIES, 22-1 PLUMBING, 23-1 HEATING, VENTILATING AND AIR CONDITIONING (HVAC), 26-1 ELECTRICAL, COMMUNICATIONS AND ELECTRONIC SAFETY & SECURITY, 31-1 EARTHWORK, 31-2 WELL AND WATER DISTRIBUTION, 32-1 LANDSCAPE & IRRIGATION, 32-2 PRECAST CONCRETE PAVERS

Bid package documents prepared by Dick Anderson Construction may be obtained at the local plan exchanges and/or by contracting:

Aaron Dockstader
aaron.dockstader@daconstruction.com
(307) 690-9365

Dick Anderson Construction
1135 Maple Way #3
P.O. Box 13607
Jackson, WY 83002
Phone: (307) 201-1199

This is a Wyoming Prevailing Wage Rate/DAVIS BACON project. See State of Wyoming website and/or project specifications for current effective labor rates. All laborers and mechanics employed by SUBCONTRACTOR or its subcontractors in performance of the construction work shall be paid wages at rates as required by law.

This project is subject to Federal Transportation Administration requirements including all clauses included in bidding documents.

The SUBCONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. All Federal and State laws and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout.

BID BOND, PAYMENT & PERFORMANCE BOND IS REQUIRED covering each scope:
ALL SEALED BID PACKAGES AS DEFINED WITHIN THE CONTRACT DOCUMENTS

Successful BIDDERS shall furnish insurance as described in the Bid Documents and certificate(s) of that insurance shall be provided.

The right is reserved to reject any or all proposals received, to waive informalities, and to accept the lowest responsive and responsible bid which is in the best interest of the Construction Manager and the Owner.

Dick Anderson Construction is an Equal Opportunity Employer.
Publish: 08/21, 08/28, 09/04/24



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TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACCTIONS
DATE: _____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: _____
2. LOCATION: _____
3. PROJECT NUMBER: _____
4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	_____		2.25	_____
3 BEDROOM	_____		3.00	_____
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				_____

5. CALCULATE REQUIRED PARK ACREAGE:

$$\frac{\text{TOTAL PROJECTED POPULATION}}{1000 \text{ RESIDENTS}} \times \frac{9 \text{ ACRES}}{1 \text{ per 150 sf of net habitable area}} = \frac{\text{REQUIRED ACRES}}{1}$$

6. CALCULATE CASH-IN-LIEU:

$$\frac{\text{REQUIRED ACRES}}{1} \times \frac{\$100,000}{(\text{VALUE OF LAND})} = \frac{\$ \text{ CASH-IN-LIEU}}{1}$$

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACCTIONS
DATE: _____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: _____
2. LOCATION: _____
3. PROJECT NUMBER: _____
4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	<u># OF UNITS</u>	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY	_____	_____	_____	_____
.015 ACRES PER UNIT MULTI-FAMILY	_____	_____	_____	_____

5. CALCULATE CASH IN-LIEU:

_____	LAND DEDICATION STANDARD	X	\$100,000 (VALUE OF LAND)	=	\$ _____	CASH- IN-LIEU
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6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR
SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION
STANDARDS



Bank of Jackson Hole, a Division of NBH Bank
990 W Broadway
PO Box 7000
Jackson, WY 83002

Date: May 9, 2024

To our valued customer,

Re:

Enclosed please find your title insurance policy insuring the property located at:

**600 East Hansen Avenue, Jackson, WY 83001
610 East Hansen Avenue, Jackson, WY 83001
620 East Hansen Avenue, Jackson, WY 83001**

and owned by:

Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation

Please review this title insurance policy in its entirety. In the event that you find any discrepancy, or if you have any questions regarding your title insurance policy, you may contact the Policy Department at:

Email: wtepolicies@wyomingtitle.com
Telephone: (307)732-2983
Fax: (307)732-0200

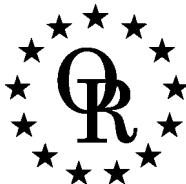
Please refer to our **Order No. W-30045**.

We believe in delivering quality products that meet your needs, and our goal is to provide the most efficient and reliable service in the industry. Thank you for giving us the opportunity to serve you!

Sincerely,

Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A, P.O. Box 4429
Jackson, WY 83001

ALTA LOAN POLICY OF TITLE INSURANCE



Policy Number **LYDA-08099223**

File Number: **W-30045**

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 16.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.

continued on next page

Policy Issuer:
WYOMING TITLE AND ESCROW, INC.
1110 MAPLE WAY, SUITE A
PO BOX 4429
JACKSON, WY 83001
PHONE: (307) 732-2983

Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By

President

Attest

Secretary

- b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
- c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.

4. No right of access to and from the Land.

5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:

- a. the occupancy, use, or enjoyment of the Land;
- b. the character, dimensions, or location of an improvement on the Land;
- c. the subdivision of the Land; or
- d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:

- a. of the exercise described in an Enforcement Notice; or
- b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. Covered Risk 9 includes, but is not limited to, insurance against loss caused by:

- a. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
- b. the failure of a person or Entity to have authorized a transfer or conveyance;
- c. the Insured Mortgage not being properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
- d. a failure to perform those acts necessary to create an Insured Mortgage by electronic means authorized by law;
- e. a document having been executed under a falsified, expired, or otherwise invalid power of attorney;
- f. the Insured Mortgage not having been properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
- g. a defective judicial or administrative proceeding; or
- h. invalidity or unenforceability of the lien of the Insured Mortgage as a result of the repudiation of an electronic signature by a person that executed the Insured Mortgage because the electronic signature on the Insured Mortgage was not valid under applicable electronic transactions law.

10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance on the Title as security for the following components of the Indebtedness:

- a. the amount of the principal disbursed as of the Date of Policy;
- b. the interest on the obligation secured by the Insured Mortgage;
- c. the reasonable expense of foreclosure;
- d. amounts advanced for insurance premiums by the Insured before the acquisition of the estate or interest in the Title; and
- e. the following amounts advanced by the Insured before the acquisition of the estate or interest in the Title to protect the priority of the lien of the Insured Mortgage:
 - i. real estate taxes and assessments imposed by a governmental taxing authority; and
 - ii. regular, periodic assessments by a property owners' association.

11. The lack of priority of the lien of the Insured Mortgage upon the Title:

- a. as security for each advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for service, labor, material, or equipment arising from construction of an improvement or work related to the Land when the improvement or work is:
 - i. contracted for or commenced on or before the Date of Policy; or
 - ii. contracted for, commenced, or continued after the Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on the Date of Policy to advance; and

- b. over the lien of any assessments for street improvements under construction or completed at the Date of Policy.
- 12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
- 13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the Insured Mortgage in the Public Records after execution and delivery of the Insured Mortgage to the Insured; or
 - ii. of the recording of the Insured Mortgage in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.

5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.c.; decreased by Condition 10; or increased or decreased by endorsements to this policy.
- c. "Consumer Protection Law": Any law regulating trade, lending, credit, sale, and debt collection practices involving consumers; any consumer financial law; or any other law relating to truth-in-lending, predatory lending, or a borrower's ability to repay a loan.
- d. "Date of Policy": The Date of Policy stated in Schedule A.
- e. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- f. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- g. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- h. "Government Mortgage Agency or Instrumentality": Any government agency or instrumentality that is the owner of the Indebtedness, an insurer, or a guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness, or any part of it, whether named as an Insured or not.
- i. "Indebtedness": Any obligation secured by the Insured Mortgage, including an obligation evidenced by electronic means authorized by law. If that obligation is the payment of a debt, the Indebtedness is:
 - i. the sum of:
 - (a). principal disbursed as of the Date of Policy;
 - (b). principal disbursed subsequent to the Date of Policy;
 - (c). the construction loan advances made subsequent to the Date of Policy for the purpose of financing, in whole or in part, the construction of an improvement to the Land or related to the Land that the Insured was and continues to be obligated to advance at the Date of Policy and at the date of the advance;

- (d). interest on the loan;
- (e). prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
- (f). expenses of foreclosure and any other costs of enforcement;
- (g). advances for insurance premiums;
- (h). advances to assure compliance with law or to protect the validity, enforceability, or priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title; including, but not limited to:
 - (1) real estate taxes and assessments imposed by a governmental taxing authority, and
 - (2) regular, periodic assessments by a property owners' association; and
- (i). advances to prevent deterioration of improvements before the Insured's acquisition of the Title, but

ii. reduced by the sum of all payments and any amounts forgiven by an Insured.

j. "Insured":

- i. (a). The Insured named in Item 1 of Schedule A or future owner of the Indebtedness other than an Obligor, if the named Insured or future owner of the Indebtedness owns the Indebtedness, the Title, or an estate or interest in the Land as provided in Condition 2, but only to the extent the named Insured or the future owner either:
 - (1) owns the Indebtedness for its own account or as a trustee or other fiduciary, or
 - (2) owns the Title after acquiring the Indebtedness;
- (b). the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as defined by applicable electronic transactions law;
- (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
- (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity;
- (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is an Affiliate;
- (f). an Affiliate that acquires the Title through foreclosure or deed-in-lieu of foreclosure of the Insured Mortgage; or
- (g). any Government Mortgage Agency or Instrumentality.

- ii. With regard to Conditions 1.j.i.(a). and 1.j.i.(b)., the Company reserves all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- iii. With regard to Conditions 1.j.i.(c)., 1.j.i.(d)., 1.j.i.(e)., and 1.j.i.(f)., the Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

k. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

l. "Insured Mortgage": The Mortgage described in Item 4 of Schedule A.

m. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

- n. "Land": The land described in Item 5 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- o. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- p. "Obligor": A person or entity that is or becomes a maker, borrower, or guarantor as to all or part of the Indebtedness or other obligation secured by the Insured Mortgage. A Government Mortgage Agency or Instrumentality is not an Obligor.
- q. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- r. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- s. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- t. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

- u. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title, a lender on the Title, or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured:

- a. after the Insured's acquisition of the Title, so long as the Insured retains an estate or interest in the Land; and
- b. after the Insured's conveyance of the Title, so long as the Insured:
 - i. retains an estate or interest in the Land;
 - ii. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
 - iii. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title or the lien of the Insured Mortgage as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness

- i. To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- ii. To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

If the Company purchases the Indebtedness, the Insured must transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant

- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the least of:

- i. the Amount of Insurance;
- ii. the Indebtedness;
- iii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy; or
- iv. if a Government Mortgage Agency or Instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage or in satisfaction of its insurance contract or guaranty relating to the Title or the Insured Mortgage.

b. Fair market value of the Title in Condition 8.a.iii. is calculated using either:

- i. the date the Insured acquires the Title as a result of a foreclosure or deed in lieu of foreclosure of the Insured Mortgage; or
- ii. the date the lien of the Insured Mortgage or any assignment set forth in Item 4 of Schedule A is extinguished or rendered unenforceable by reason of a matter insured against by this policy.

c. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured:

- i. the Amount of Insurance will be increased by 15%; and
- ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.iii.

d. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.c., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land;
 - iii. cures the claim of Unmarketable Title; or
 - iv. establishes the lien of the Insured Mortgage,
all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title or to the lien of the Insured Mortgage.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. An Insured Claimant must own the Indebtedness or have acquired the Title at the time that a claim under this policy is paid.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

- a. All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment. However, any payment made by the Company prior to the acquisition of the Title as provided in Condition 2 does not reduce the Amount of Insurance afforded under this policy, except to the extent that the payment reduces the Indebtedness.
- b. When the Title is acquired by the Insured as a result of foreclosure or deed in lieu of foreclosure, the amount credited against the Indebtedness does not reduce the Amount of Insurance.
- c. The voluntary satisfaction or release of the Insured Mortgage terminates all liability of the Company, except as provided in Condition 2.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

12. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. *Company's Right to Recover*
 - i. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
 - ii. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

b. *Company's Subrogation Rights against Obligors*

The Company's subrogation right includes the Insured's rights against Obligors including the Insured's rights to repayment under a note, indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights. An Obligor cannot avoid the Company's subrogation right by acquiring the Indebtedness as a result of an indemnity, guaranty, warranty, insurance policy, or bond, or in any other manner. The Obligor is not an Insured under this policy. The Company may not exercise its rights under Condition 12.b. against a Government Mortgage Agency or Instrumentality.

c. *Insured's Rights and Limitations*

- i. The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if the action does not affect the enforceability or priority of the lien of the Insured Mortgage.
- ii. If the Insured exercises a right provided in Condition 12.c.i. but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company is required to pay only that part of the loss insured against by this policy that exceeds the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's subrogation right.

13. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

14. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

15. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title or the lien of the Insured Mortgage and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

16. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607

17. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING.

Schedule A

Order No.:	W-30045	Name and Address of Insurer:
Policy No.:	LYDA-08099223	Old Republic National Title Insurance Company
Date of Policy:	April 12, 2024 at 1:30PM	3000 Bayport Drive, Suite 1000
Amount of Insurance:	\$10,640,000.00	Tampa, FL 33607-5402
Premium:	\$11,055.00	

Address Reference: 600 East Hansen Avenue, Jackson, WY 83001
610 East Hansen Avenue, Jackson, WY 83001
620 East Hansen Avenue, Jackson, WY 83001

For information purposes only and not for insurance.

1. The Insured is:

Bank of Jackson Hole, a Division of NBH Bank, its successors and/or assigns, as their interest may appear

2. The estate of interest in the Land encumbered by the Insured Mortgage is:

Fee Simple

3. The Title encumbered by the Insured Mortgage is vested in:

Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation

4. The Insured Mortgage and its assignments, if any, are described as follows:

A mortgage to secure an original indebtedness of \$10,640,000.00, and any other amounts or obligations secured thereby, dated April 12, 2024, recorded April 12, 2024, as (instrument) 1079475, Official Records.

Mortgagor: Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation
Mortgagee/Beneficiary: Bank of Jackson Hole, a division of NBH Bank

Schedule A Continued

Order No.: W-30045

Name and Address of Insurer:

Policy No.: LYDA-08099223

**Old Republic National Title Insurance
Company**

Date of Policy: April 12, 2024 at 1:30PM

**3000 Bayport Drive, Suite 1000
Tampa, FL 33607-5402**

5. The land referred to in this policy is described as follows:

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

6. This policy incorporates by reference the ALTA endorsements selected below:

<input type="checkbox"/>	ALTA 4 Endorsement	(Condominium) CLTA 115.1
<input type="checkbox"/>	ALTA 4.1 Endorsement	(Condominium) CLTA 115.3
<input type="checkbox"/>	ALTA 5 Endorsement	(Planned Unit Development) CLTA 115.2
<input type="checkbox"/>	ALTA 5.1 Endorsement	(Planned Unit Development) CLTA 115.4
<input type="checkbox"/>	ALTA 6 Endorsement	(Variable Rate) CLTA 111.5
<input type="checkbox"/>	ALTA 6.2 Endorsement	(Variable Rate – Negative Amortization) CLTA 111.8
<input checked="" type="checkbox"/>	ALTA 8.1 Endorsement	(Environmental Protection Lien) CLTA 110.9 Paragraph b refers to the following state statute(s): None
<input checked="" type="checkbox"/>	ALTA 9 Endorsement	(Restrictions, Encroachments, Minerals) CLTA 100.2
<input type="checkbox"/>	ALTA 13.1 Endorsement	(Leasehold Loan) CLTA 119.6
<input type="checkbox"/>	ALTA 14 Endorsement	(Future Advance – Priority) CLTA 111.14
<input type="checkbox"/>	ALTA 14.1 Endorsement	(Future Advance – Knowledge) CLTA 111.14.1
<input type="checkbox"/>	ALTA 14.3 Endorsement	(Future Advance – Reverse Mortgage) CLTA 111.14.3
<input checked="" type="checkbox"/>	ALTA 22 Endorsement	(Location) CLTA 116.01 The type of improvement is Commercial/Other and the street address is shown on first page of Schedule A

Issued By:

Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: A49130



Sandra H. Hinke

Authorized Countersignature

NOTE: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

EXHIBIT "A" LEGAL DESCRIPTION

Lots 9, 10, 11, 12 and 13 of Block 5 of the John D. Hall Plat, Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on August 12, 1947 as Plat No. 131.

PIDN: 22-41-16-34-1-23-010, 22-41-16-34-1-23-009, 22-41-16-34-1-23-008

NOTE: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Exceptions From Coverage

Schedule B – Part I

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; or (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records
2. Any right, title or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons, whether or not shown by the public record.
3. General taxes for the year 2024 are tax exempt.
4. All matters as delineated on the Official Plat of John D. Hall Plat, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 131. [Plat 131](#)
5. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded August 16, 2011, as (instrument) 0799545 (book) 787 (page) 656, Official Records:
Purpose: Bus stop easement
(Lot 13) [Doc 0799545](#)
6. Rights of tenants in possession, including any unrecorded leases and/or subleases affecting the herein described property.

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

NOTE: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Schedule B – Part II

Covered Risk 10 insures against loss or damage sustained by the Insured by reason of the lack of priority of the lien of the Insured Mortgage over the matters listed in Part II, subject to the terms and conditions of any subordination provision in a matter listed in Part II:

NONE

NOTE: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Wyoming Title & Escrow, Inc.

Policy Issuing Agent for Old Republic National Title Insurance Company

Order No. **W-30045**

ALTA Endorsement 9-06

Policy No. **LYDA-08099223**

CLTA Endorsement 100.2-06

Loan No.

Fee: \$2010.00

1. The insurance provided by this endorsement is subject to the exclusions in Section 5 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
 - b. "Improvement" means an improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining land at Date of Policy that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation of a Covenant that:
 - i. divests, subordinates, or extinguishes the lien of the Insured Mortgage,
 - ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or
 - iii. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness;
 - b. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - c. Enforced removal of an Improvement located on the Land as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
 - d. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. The Company insures against loss or damage sustained by reason of:
 - a. An encroachment of:
 - i. an Improvement located on the Land, at Date of Policy, onto adjoining land or onto that portion of the Land subject to an easement; or
 - ii. an Improvement located on adjoining land onto the Land at Date of Policy unless an exception in Schedule B of the policy identifies the encroachment otherwise insured against in Sections 4.a.i. or 4.a.ii.;
 - b. A final court order or judgment requiring the removal from any land adjoining the Land of an encroachment identified in Schedule B; or
 - c. Damage to an Improvement located on the Land, at Date of Policy:
 - i. that is located on or encroaches onto that portion of the Land subject to an easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved; or
 - ii. resulting from the future exercise of a right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;

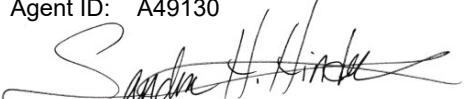
- c. except as provided in Section 3.d, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;
- d. contamination, explosion, fire, fracturing, vibration, earthquake or subsidence; or
- e. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: April 12, 2024 at 1:30PM

Issued By:

Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: A49130



Authorized Countersignature

Wyoming Title & Escrow, Inc.

Policy Issuing Agent for Old Republic National Title Insurance Company

Order No. **W-30045**
Policy No. **LYDA-08099223**
Loan No.

**ALTA Endorsement 22-06
CLTA Endorsement 116.01-06
Fee: \$25.00**

The Company insures against loss or damage sustained by the Insured by reason of the failure of a Residence, known as 600 East Hansen Avenue, Jackson, WY 83001, to be located on the Land at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: April 12, 2024 at 1:30PM

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: A49130

Authorized Countersignature

Wyoming Title & Escrow, Inc.

Policy Issuing Agent for Old Republic National Title Insurance Company

Order No. **W-30045**
Policy No. **LYDA-08099223**
Loan No.

CLTA Endorsement 122-06
Construction Loan Advance
Fee:

Based upon the representation of the Insured that an advance has been made to Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation in the sum of \$10,640,000.00, which is a portion of the Indebtedness evidenced by the note or notes secured by the Insured Mortgage, the Company insures against loss or damage sustained by reason of:

1. Any defect in or lien or encumbrance affecting the Title and recorded in the Public Records subsequent to Date of Policy, to the date of this endorsement, except:

2. Any subsisting tax or assessment lien which is prior to the lien of the Insured Mortgage, as of the date of issuance of this endorsement, except:

3. Title to the Land being vested as of the date of issuance of this endorsement other than as shown in Schedule A according to the Public Records;

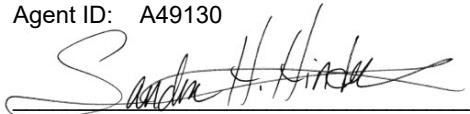
4. The failure of the advance identified above to be secured by the Insured Mortgage;
5. Lack of priority of the lien of the Insured Mortgage with respect to such advance, over any defects, liens or encumbrances shown by the Public Records as of the date of issuance of this endorsement and affecting the Title other than those shown in Schedule B as prior to the Insured Mortgage and the matters shown in paragraph (2) herein, and the following:

6. Lack of priority of the lien of the Insured Mortgage over any statutory lien for services, labor or material arising out of the work of improvement under construction or completed as of the date of issuance of this endorsement.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: Enter Effective Date Here at 7:30 am

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: A49130



Authorized Countersignature

Wyoming Title & Escrow, Inc.

Policy Issuing Agent for Old Republic National Title Insurance Company

Order No. **W-30045**
Policy No. **LYDA-08099223**
Loan No.

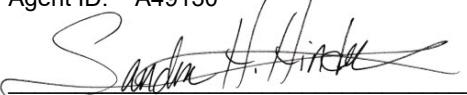
ALTA Endorsement 18-06
CLTA Endorsement 129-06
Fee: **\$50.00**

The Company insures against loss or damage sustained by the Insured by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: April 12, 2024 at 1:30PM

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: A49130


Authorized Countersignature

Wyoming Title & Escrow, Inc.

Policy Issuing Agent for Old Republic National Title Insurance Company

Order No. **W-30045**
Policy No. **LYDA-08099223**
Loan No.

ALTA Endorsement 8.1
CLTA Endorsement 110.9
Fee: **\$0.00**

1. The insurance afforded by this endorsement is only effective if the Land is used or is to be used primarily for residential purposes.

2. The Company insures against loss or damage sustained by the Insured by reason of lack of priority of the lien of the Insured Mortgage over:

- a. any environmental protection lien that, at the Date of Policy, is recorded in those records established under State statutes at the Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge, or is filed in the records of the clerk of the United States district court for the district in which the Land is located, except as set forth in Schedule B; or
- b. any environmental protection lien provided by any State statute in effect at the Date of Policy, except environmental protection liens provided by the following State statutes:

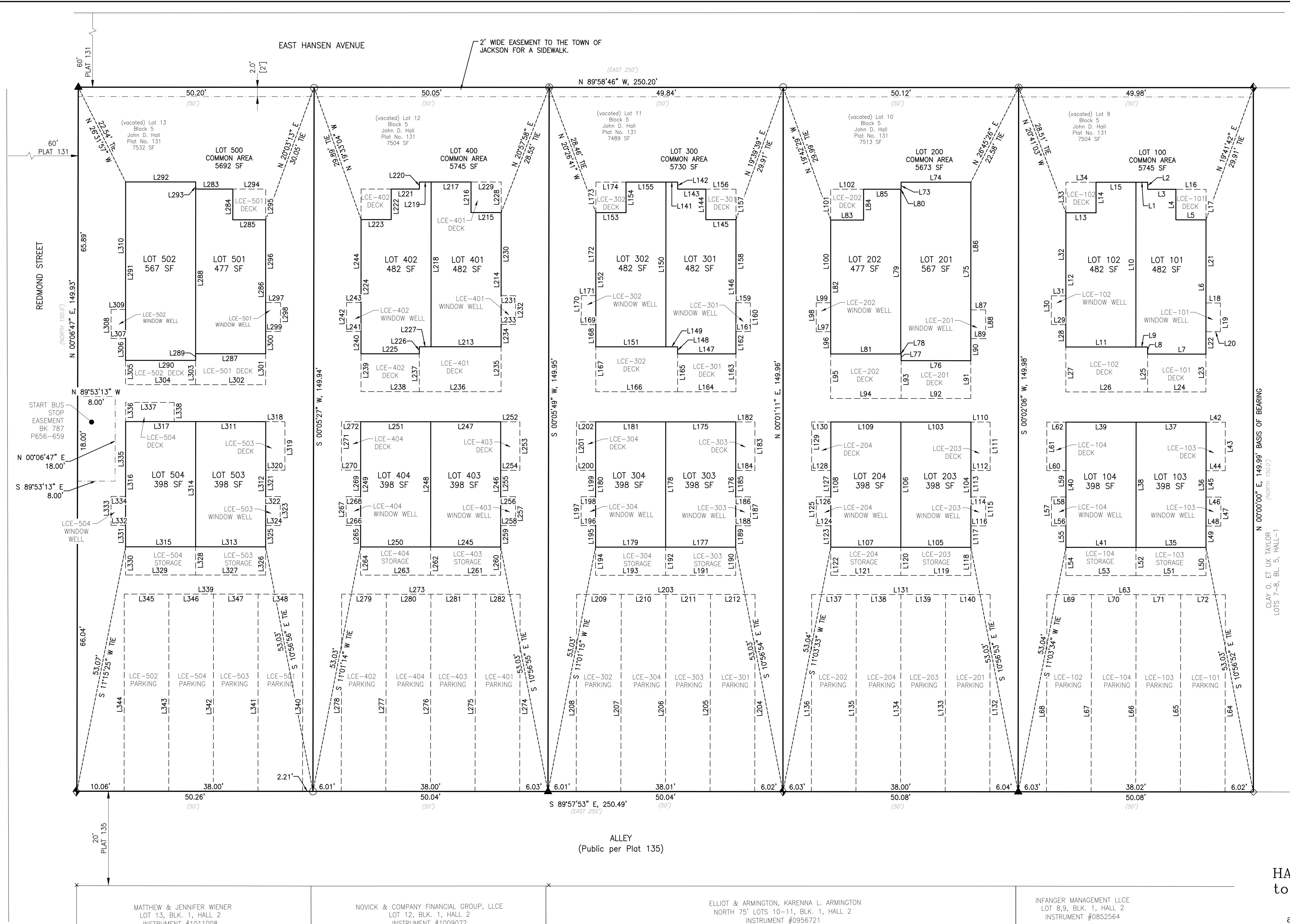
None

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: April 12, 2024 at 1:30PM

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: A49130


Authorized Countersignature



ANSEN CORNER ADDITION the Town of Jackson

a townhouse subdivision of
Lot 9, Lot 10, Lot 11, Lot 12 and Lot 13
Block 5
John D. Hall Plat
Plat No. 131

located within the
NE1/4, Section 34,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

INFANGER MANAGEMENT LLC
LOT 8,9, BLK. 1, HALL 2
INSTRUMENT #0852564

Surveyor:	Owner and Subdivider:
Nelson Engineering	The Jackson Hole Community Housing Trust
Box 1599	Box 4498
Jackson, Wyoming 83001	Jackson, Wyoming 83001
(307) 733-2087	(307) 739-0665 x2

ELLIOT & ARMINGTON, KARENNA L. ARMINGTON
NORTH 75' LOTS 10-11, BLK. 1, HALL 2
INSTRUMENT #0956721

NOVICK & COMPANY FINANCIAL GROUP, LLC
LOT 12, BLK. 1, HALL 2
INSTRUMENT #1009072

MATTHEW & JENNIFER WIENER
LOT 13, BLK. 1, HALL 2
INSTRUMENT #1011008

LAYOUT: SITE_PLAN*9515 - PRINTER/PC3; DWG To PDF;pc3 - PAGE SETUP: 24x36 PDF - Publish - DWG VER: 24.1 - PLOTTED By: Sue Karchner DWG NAME: S:\Proj2022\083-05 (620 E Hansen Townhouse Plat-Jackson WY)\Survey\PLAT4 Drawing\22-083-05 TDW\HOUSE PLAT.dwg - DATE/TIME: 9/17/2024 10:33:33 AM

DRAWING NO		JOB TITLE		DRAWING TITLE		SITE PLAN	
22-083-05	2 of 3	JACKSON HOLE COMMUNITY HOUSING TRUST	600, 610 and 620 E. HANSEN AVE.	JACKSON, WY	733-2087	P. O. BOX 1599, JACKSON WYOMING (307)	733-2087
JOB NO		JOB NO		REV.		REV.	
APPROVED		CHECKED		DRAWN		ENGINEERED	
LR		LR		SK		NA	
LR		SK		NA		NE	
LR		9/17/2024		9/17/2024		REV.	

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°58'46"E	2.50
L2	S00°01'14"W	1.50
L3	S89°58'46"E	6.00
L4	S00°01'14"W	6.50
L5	S89°58'46"E	6.42
L6	S00°01'14"W	28.58
L7	N89°58'46"W	12.42
L8	N00°01'14"E	1.50
L9	N89°58'46"W	2.50
L10	N00°01'14"E	35.08
L11	N89°58'46"W	14.92
L12	N00°01'14"E	28.58
L13	S89°58'46"E	6.42
L14	N00°01'14"E	6.50
L15	S89°58'46"E	8.50
L16	S89°58'46"E	6.42
L17	S00°01'13"W	6.50
L18	N89°45'02"W	3.08
L19	S00°01'14"W	6.12
L20	N89°45'02"W	3.08

LINE TABLE		
LINE #	BEARING	DISTANCE
L21	S00°01'14"W	17.69
L22	S00°01'14"W	4.77
L23	N00°01'14"E	8.06
L24	S89°58'46"E	12.42
L25	N00°01'14"E	8.06
L26	S89°58'46"E	17.42
L27	S00°01'14"W	9.56
L28	S00°01'14"W	4.77
L29	S89°58'46"E	3.08
L30	S00°01'14"W	6.12
L31	S89°58'46"E	3.08
L32	S00°01'14"W	17.69
L33	N00°01'14"E	6.50
L34	S89°58'46"E	6.42
L35	S89°57'53"E	14.91
L36	N00°02'07"E	26.67
L37	N89°57'53"W	14.91
L38	S00°02'07"W	26.67
L39	N89°57'53"W	14.92
L40	S00°02'07"W	26.67

LINE TABLE		
LINE #	BEARING	DISTAN
L41	S89°57'53"E	14.92
L42	S89°57'53"E	4.09
L43	S00°02'07"W	10.33
L44	N89°57'53"W	4.09
L45	S00°02'07"W	5.60
L46	N89°45'02"W	3.16
L47	S00°14'58"W	6.17
L48	N89°57'53"W	3.14
L49	S00°02'07"W	4.55
L50	N00°02'07"E	6.00
L51	S89°57'53"E	14.91
L52	S00°02'07"W	6.00
L53	S89°57'53"E	14.92
L54	S00°02'07"W	6.00
L55	N00°02'07"E	4.56
L56	S89°58'46"E	3.08
L57	S00°01'14"W	6.17
L58	S89°58'46"E	3.08
L59	N00°02'07"E	5.60
L60	S89°57'53"E	4.08

LINE TABLE		
LINE #	BEARING	DISTANCE
L61	S00°02'07"W	10.3
L62	N89°57'53"W	4.0
L63	S89°57'53"E	38.0
L64	S00°05'15"W	42.0
L65	N00°06'53"E	42.0
L66	N00°06'53"E	42.0
L67	N00°06'53"E	42.0
L68	N00°06'53"E	42.0
L69	S89°57'53"E	9.5
L70	S89°57'53"E	9.5
L71	S89°57'53"E	9.5
L72	S89°57'53"E	9.5
L73	N00°01'14"E	1.5
L74	S89°58'46"E	14.8
L75	S00°01'14"W	38.0
L76	N89°58'46"W	14.8
L77	N00°01'14"E	1.4
L78	S89°58'46"E	0.0
L79	N00°00'58"E	35.0
L80	N89°58'46"W	0.0

LINE TABLE		
LINE #	BEARING	DIST
L81	N89°58'46"W	1
L82	N00°01'14"E	2
L83	S89°58'46"E	7
L84	N00°01'14"E	6
L85	S89°58'46"E	7
L86	S00°01'14"W	2
L87	N89°45'02"W	3
L88	S00°01'14"W	6
L89	N89°45'02"W	3
L90	S00°01'14"W	4
L91	N00°01'14"E	8
L92	S89°58'46"E	1
L93	S00°01'14"W	8
L94	S89°58'46"E	1
L95	S00°01'14"W	9
L96	N00°01'14"E	4
L97	S89°58'46"E	3
L98	S00°01'14"W	6
L99	S89°58'46"E	3
L100	N00°01'14"E	1

LINE TABLE		
LINE #	BEARING	DI
L101	N00°01'14"E	
L102	S89°58'46"E	
L103	N89°57'53"W	
L104	N00°02'07"E	
L105	S89°57'53"E	
L106	S00°01'54"W	
L107	S89°57'53"E	
L108	S00°02'07"W	
L109	N89°57'53"W	
L110	S89°57'53"E	
L111	S00°02'07"W	
L112	N89°57'53"W	
L113	S00°02'07"W	
L114	N89°45'02"W	
L115	S00°14'58"W	
L116	N89°45'02"W	
L117	S00°02'07"W	
L118	N00°02'07"E	
L119	S89°57'53"E	
L120	S00°02'07"W	

LINE TABLE		
LINE #	BEARING	DISTANCE
L121	S89°57'53"E	14.92
L122	S00°02'07"W	6.00
L123	N00°02'07"E	4.56
L124	S89°58'46"E	3.08
L125	S00°01'14"W	6.17
L126	S89°58'46"E	3.08
L127	N00°02'07"E	5.60
L128	S89°57'53"E	4.08
L129	S00°02'07"W	10.33
L130	N89°57'53"W	4.08
L131	S89°57'53"E	38.00
L132	S00°06'52"W	42.00
L133	N00°06'51"E	42.04
L134	N00°06'51"E	42.03
L135	N00°06'51"E	42.01
L136	N00°06'51"E	42.00
L137	S89°57'53"E	9.50
L138	S89°57'53"E	9.50
L139	S89°57'53"E	9.50
L140	S89°57'53"E	9.50

LINE TABLE		
LINE #	BEARING	DISTANCE
L141	S89°58'46"E	2.50
L142	S00°01'14"W	1.50
L143	S89°58'46"E	6.00
L144	S00°01'14"W	6.50
L145	S89°58'46"E	6.42
L146	S00°01'14"W	28.58
L147	N89°58'46"W	12.42
L148	N00°01'14"E	1.50
L149	N89°58'46"W	2.50
L150	N00°01'14"E	35.08
L151	N89°58'46"W	14.92
L152	N00°01'14"E	28.58
L153	S89°58'46"E	6.42
L154	N00°01'14"E	6.50
L155	S89°58'46"E	8.50
L156	S89°58'47"E	6.42
L157	S00°01'13"W	6.50
L158	S00°01'14"W	17.69
L159	N89°45'02"W	3.08
L160	S00°01'14"W	6.12

LINE TABLE		
LINE #	BEARING	DISTAN
L161	N89°45'02"W	3.08
L162	S00°01'14"W	4.77
L163	N00°01'14"E	8.06
L164	S89°58'46"E	12.42
L165	N00°01'14"E	8.06
L166	S89°58'46"E	17.42
L167	S00°01'14"W	9.56
L168	N00°01'14"E	4.72
L169	S89°58'46"E	3.08
L170	S00°01'14"W	6.17
L171	S89°58'46"E	3.08
L172	N00°01'14"E	17.69
L173	S00°01'14"W	6.50
L174	N89°58'46"W	6.42
L175	N89°57'53"W	14.91
L176	N00°02'07"E	26.67
L177	S89°57'53"E	14.91
L178	S00°01'54"W	26.67
L179	S89°57'53"E	14.92
L180	S00°02'07"W	26.67

LINE TABLE		
LINE #	BEARING	DISTANCE
L181	N89°57'53"W	14.9
L182	S89°57'53"E	4.0
L183	S00°02'07"W	10.3
L184	N89°57'53"W	4.0
L185	S00°02'07"W	5.6
L186	N89°45'02"W	3.1
L187	S00°14'58"W	6.1
L188	N89°45'02"W	3.1
L189	S00°02'07"W	4.5
L190	N00°02'07"E	6.0
L191	S89°57'53"E	14.9
L192	S00°02'07"W	6.0
L193	S89°57'53"E	14.9
L194	S00°02'07"W	6.0
L195	N00°02'07"E	4.5
L196	S89°58'46"E	3.0
L197	S00°01'14"W	6.1
L198	S89°58'46"E	3.0
L199	N00°02'07"E	5.6
L200	S89°57'53"E	4.0

LINE TABLE		
LINE #	BEARING	DIST
L201	S00°02'07"W	10
L202	N89°57'53"W	4
L203	S89°57'53"E	38
L204	S00°06'52"W	42
L205	N00°08'06"E	42
L206	N00°08'06"E	42
L207	N00°08'06"E	42
L208	N00°08'06"E	42
L209	S89°57'53"E	9
L210	S89°57'53"E	9
L211	S89°57'53"E	9
L212	S89°57'53"E	9
L213	S89°58'46"E	14
L214	N00°01'14"E	28
L215	N89°58'46"W	6
L216	N00°01'14"E	6
L217	N89°58'46"W	8
L218	S00°01'14"W	35
L219	N89°58'46"W	2
L220	S00°01'14"W	1

LINE TABLE		
LINE #	BEARING	DIS
L221	N89°58'46" W	
L222	S00°01'14" W	
L223	N89°58'46" W	
L224	S00°01'14" W	
L225	S89°58'46" E	
L226	N00°01'14" E	
L227	S89°58'46" E	
L228	N00°01'14" E	
L229	N89°58'46" W	
L230	S00°01'14" W	
L231	N89°45'02" W	
L232	S00°14'58" W	
L233	N89°45'02" W	
L234	S00°01'14" W	
L235	N00°01'14" E	
L236	S89°58'46" E	
L237	S00°01'14" W	
L238	S89°58'46" E	
L239	S00°01'14" W	
L240	N00°01'14" E	

LINE TABLE		
LINE #	BEARING	DISTANCE
L241	S89°58'46"E	3.08
L242	S00°01'14"W	6.17
L243	S89°58'46"E	3.08
L244	N00°01'14"E	17.68
L245	S89°57'53"E	14.91
L246	N00°02'07"E	26.67
L247	N89°57'53"W	14.91
L248	N00°01'54"E	26.67
L249	S00°02'07"W	26.67
L250	S89°57'53"E	14.92
L251	N89°57'53"W	14.92
L252	S89°57'53"E	4.08
L253	S00°02'07"W	10.33
L254	N89°57'53"W	4.08
L255	S00°02'07"W	5.60
L256	N89°45'02"W	3.16
L257	S00°14'58"W	6.17
L258	N89°45'02"W	3.14
L259	S00°02'07"W	4.56
L260	S00°02'07"W	6.00

LINE TABLE		
LINE #	BEARING	DISTANCE
L261	S89°57'53"E	14.91
L262	S00°02'07"W	6.00
L263	S89°57'53"E	14.92
L264	S00°02'07"W	6.00
L265	N00°02'07"E	4.56
L266	S89°58'46"E	3.08
L267	S00°01'14"W	6.17
L268	S89°58'46"E	3.08
L269	N00°02'07"E	5.60
L270	S89°57'53"E	4.08
L271	S00°02'07"W	10.33
L272	N89°57'53"W	4.08
L273	S89°57'53"E	38.00
L274	S00°08'06"W	42.00
L275	N00°08'08"E	42.05
L276	N00°08'08"E	42.03
L277	N00°08'08"E	42.02
L278	N00°08'08"E	42.00
L279	S89°57'53"E	9.50
L280	S89°57'53"E	9.50

LINE TABLE		
LINE #	BEARING	DISTANCE
L281	S89°57'53"E	9.50
L282	S89°57'53"E	9.50
L283	S89°58'46"E	7.92
L284	S00°01'14"W	6.54
L285	S89°58'46"E	7.00
L286	S00°01'14"W	28.52
L287	N89°58'46"W	14.92
L288	N00°01'14"E	35.06
L289	S00°01'14"W	1.42
L290	N89°58'46"W	14.92
L291	N00°01'14"E	38.00
L292	S89°58'46"E	14.92
L293	S00°01'14"W	1.52
L294	N89°58'46"W	7.00
L295	N00°01'14"E	6.54
L296	S00°01'14"W	17.62
L297	N89°45'02"W	3.17
L298	S00°14'58"W	6.15
L299	N89°45'02"W	3.14
L300	S00°01'14"W	4.75

LINE TABLE		
LINE #	BEARING	DISTAN
L301	N00°01'14"E	6.6
L302	S89°58'46"E	14.9
L303	N00°01'14"E	5.1
L304	S89°58'46"E	14.9
L305	S00°01'14"W	5.1
L306	N00°01'14"E	4.6
L307	S89°58'46"E	3.0
L308	S00°01'14"W	6.1
L309	S89°58'46"E	3.0
L310	N00°01'14"E	27.1
L311	N89°57'53"W	14.9
L312	N00°02'07"E	26.6
L313	S89°57'53"E	14.9
L314	N00°02'07"E	26.6
L315	S89°57'53"E	14.9
L316	S00°02'07"W	26.6
L317	N89°57'53"W	14.9
L318	S89°57'53"E	4.0
L319	S00°02'07"W	10.3
L320	N89°57'53"W	4.0

LINE TABLE		
LINE #	BEARING	DIST
L321	S00°02'07"W	5
L322	N89°45'02"W	3
L323	S00°14'58"W	6
L324	N89°45'02"W	3
L325	S00°02'07"W	4
L326	N00°02'07"E	6
L327	S89°57'53"E	14
L328	S00°02'07"W	6
L329	S89°57'53"E	14
L330	S00°02'07"W	6
L331	N00°02'07"E	4
L332	S89°58'46"E	3
L333	S00°01'14"W	6
L334	S89°58'46"E	3
L335	N00°02'07"E	15
L336	N00°02'07"E	4
L337	S89°57'53"E	10
L338	S00°02'07"W	4
L339	S89°57'53"E	38
L340	N00°02'07"E	42

LINE TABLE		
LINE #	BEARING	DIS
L341	N00°02'07"E	
L342	N00°02'07"E	
L343	N00°02'07"E	
L344	N00°02'07"E	
L345	S89°57'53"E	
L346	S89°57'53"E	
L347	S89°57'53"E	
L348	S89°57'53"E	

HANSEN CORNER ADDITION to the Town of Jackson

a townhouse subdivision of
Lot 9, Lot 10, Lot 11, Lot 12 and Lot 13
Block 5
John D. Hall Plat
Plat No. 164

yor:
n Engineering
599
on, Wyoming 83001
733-2087

Owner and Subdivider:
The Jackson Hole Community Housing Trust
Box 4498
Jackson, Wyoming 83001
(307) 739-0665 x2

located within the
NE1/4, Section 34,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING NO 3 of 3	JOB NO 22-083-05	JOB TITLE JACKSON HOPE COMMUNITY HOUSING TRUST 600, 610 and 620 E. HANSEN AVE. JACKSON, WY	DRAWING TITLE LINE TABLES	
			DATE 9/17/2024	REV. NE NA SK LR LR
NELSON ENGINEERING		P.O. BOX 1599, JACKSON WYOMING (307) 733-2087		

WARRANTY DEED

Wind River Partners, LLC, a Wyoming close limited liability company (“GRANTOR”), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby CONVEYS and WARRANTS to Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation (“GRANTEE”), whose address is PO Box 4498, Jackson, WY 83001, the following described real estate, situated in the County of Teton, State of Wyoming, hereby waiving and releasing allrights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lots 9, 10, 11, 12 and 13 of Block 5 of the John D. Hall Plat, Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Clerk's Office of Teton County, Wyoming on August 12,1947 as Plat Number 131.

PIN: 22-41-16-34-1-23-010 (Lot 13)
22-41-16-34-1-23-009 (Lot 12)
22-41-16-34-1-23-008 (Lot 9, 10, 11)

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, conditions, restrictions, rights-of-way, and easements of sight or record.

[Signature Page Follows]

GRANTOR: WIND RIVER PARTNERS LLC
GRANTEE: JACKSON HOLE COMMUNITY HOUSING TRUST
Doc 1028023 Filed At 14:28 ON 11/10/21
Maureen Murphy Teton County Clerk fees: 15.00
By Vicki Carpenter Deputy Clerk

WITNESS my hand this 10 day of November, 2021.

Wind River Partners, LLC, a Wyoming close limited liability company

By: Niner Investment Co., a Wyoming corporation, its Manager

By: Patricia S. Price

Name: Pamela S. Niner

Its: President

STATE OF WYOMING }
 } SS.
COUNTY OF TETON }

The foregoing Warranty Deed was acknowledged before me by Pamela Niner, as President of Niner Investment Co., a Wyoming corporation, the manager of Wind River Partners, LLC, a Wyoming close limited liability company, on this 10 day of November 2021.

WITNESS my hand and notarial seal.

(SEAL)

Car R

Signature of Notarial Officer

Notary Public

Title and Rank

My Commission

