



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

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

Joint Town/County

- Parks and Recreation
- Pathways
- Housing Department

Teton County

- Planning Division

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

State of Wyoming

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

Federal Agencies

- Army Corp of Engineers

Utility Providers

- Qwest
- Lower Valley Energy
- Bresnan Communications

Special Districts

- START
- Jackson Hole Fire/EMS
- Irrigation Company

Date: January 7, 2025

Item #: P24-200

Planner: Katelyn Page

Phone: 733-0440 ext. 1302

Email: kpage@jacksonwy.gov

Owner:

MINICRISTELL, LLC
PO Box 4140
Jackson, WY 83001

Applicant:

Robert Schroth
Jackson Hole Winery, LLC
2800 Boyles Hill Road
PO Box 8827
Jackson, WY 83002

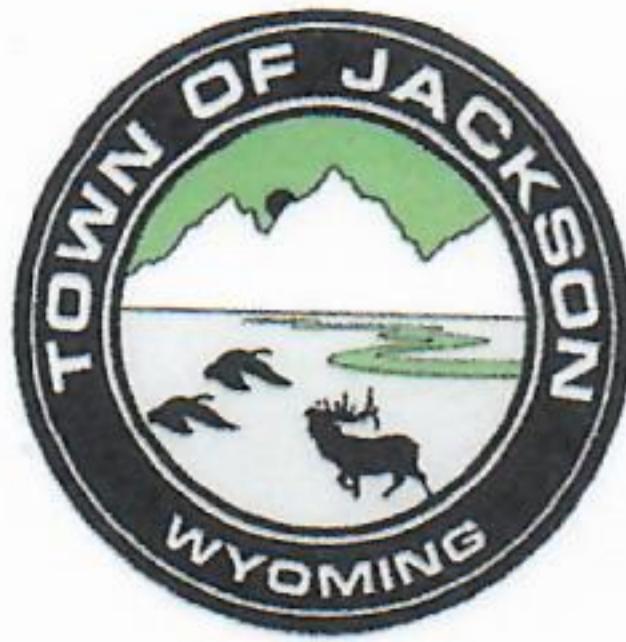
REQUESTS:

The applicant is submitting a request for a Basic Use Permit for wine manufacturing use at the property located at 1620 Martin Lane, legally known as LOT 14, JACKSON BUSINESS PARK ADDITION PIDN: 22-40-16-06-1-08-013

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

Please respond by: January 28, 2025 (with Comments)

RESPONSE: For Departments not using SmartGov, please send responses via email to planning@jacksonwy.gov



PLANNING PERMIT APPLICATION
Planning & Building Department

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

Fees Paid _____

For Office Use Only

Application #s _____

Date & Time Received _____

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

PROJECT.

Name/Description: Winery Warehouse

Physical Address: 1620 Martin Lane, Jackson

Lot, Subdivision: Lot 14 Jackson Business Park

PIDN: _____

PROPERTY OWNER.

Name: Michael and Helen Cottingham /Minichristtel, LLC
Mailing Address: P.O. Box 4140
E-mail: mrdomer67@gmail.com

Phone: 307-737-9369
ZIP: 83001

APPLICANT/AGENT.

Name: Robert Schroth
Mailing Address: PO Box 8827, Jackson
E-mail: rschroth@schruthlegal.com

Phone: 619-701-6170
ZIP: 83002

DESIGNATED PRIMARY CONTACT.

Property Owner Applicant/Agent

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

Use Permit

Basic Use

Conditional Use

Special Use

Relief from the LDRs

Administrative Adjustment

Variance

Beneficial Use Determination

Appeal of an Admin. Decision

Physical Development

Sketch Plan

Development Plan

Design Review

Subdivision/Development Option

Subdivision Plat

Boundary Adjustment (replat)

Boundary Adjustment (no plat)

Development Option Plan

Interpretations

Formal Interpretation

Zoning Compliance Verification

Amendments to the LDRs

LDR Text Amendment

Map Amendment

Miscellaneous

Other: *change of tenant*

Environmental Analysis

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

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

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

Have you attached the following?

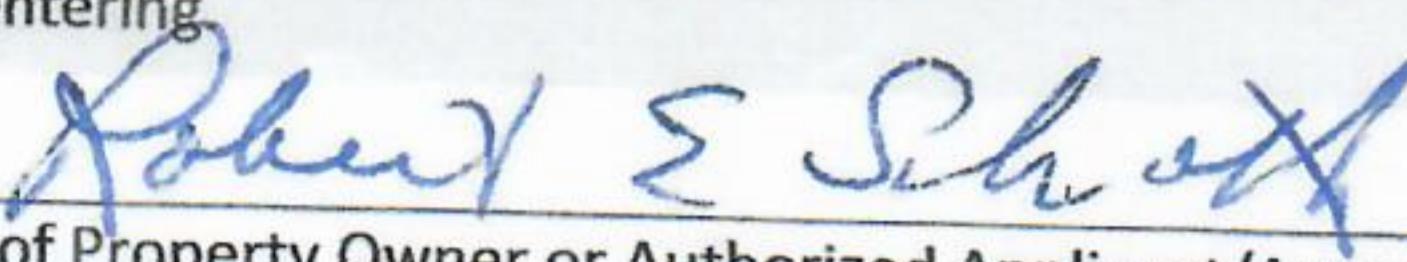
Application Fee. Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

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

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

Robert schroth

Name Printed

12/27/24

Date

Tenant / Applicant

Title

December 27, 2024

Town of Jackson

Planning Dept.

This cover letter is on behalf of the Jackson Hole Winery LLC. Which is applying for a Basic Use Permit to change the use of the commercial warehouse, at 1620 Martin Lane, that is currently being used as a storage facility only, to a warehouse that will also be used to manufacture wine products pursuant to a permit to manufacture wine issued by the State of Wyoming in the Town of Jackson at 1620 Martin Lane. The Winery will manufacture some wine from grapes trucked to Wyoming from other states, it will be fermented on site, barreled, and aged for a period of time, then bottled on site and stored until shipped to various locations. There are no hazardous or noxious by products because of the process. The business is family owned and operated with 1-2 outside part-time employees.

This business will be owned by The Jackson Hole Winery LLC. Which is a Wyoming Limited Liability Company, family owned by Robert E. Schroth, Linda M. Schroth, and Anthony A. Schroth with an office at:

2800 Boyles Hill Rd. , P.O. Box 8827, Jackson, Wyoming. 307-201-1057

The warehouse is located at 1620 Martin Lane in the Jackson Business Park and is zoned Light Industrial. There are 3 parking spaces permitted for the building. There does not appear to be any employee housing requirement.

The building was built in 1997 and is a 4950 sq. ft. metal frame building with a metal roof, that has always been used as a warehouse.

The only change to the warehouse will be the addition of a floor drain designed by Nelson Engineering.

Should you need any further information on this project please contact the undersigned who is the managing partner.

Cordially,



Robert Schroth

619-701-6170

Attached is The Jackson Hole Winery LLC's application, a site plan, Agent Authorization form signed by the current owner./

ADDENDUM TO WAREHOUSE LEASE AGREEMT

For 1620 Martin Lane
Jackson, Wy
Dated: September 1, 2021

The sole purpose of this Addendum is to permit the current Lessee of the property, Jackson Hole Winery, LLC, to obtain and maintain a permit and license to operate a winery on the premises at 16~~20~~^{HC} Martin Lane, in accordance with all local, state and federal laws pertaining to wineries.

As such, Lessor, Minichristel LLC, gives it's permission to Jackson Hole Winery, LLC to manufacture wine on the premises and sell wine for offsite consumption only. There will be no retail sales at this location.

WHEREFORE, the parties have executed this Agreement on this day 25th day of July 2022.

Lessee: Jackson Hole Winery LLC

By: Robert E. Schroth
Robert E. Schroth, owner/manager

Lessor: Minichristel LLC

By: J. Michael Cottingham
J. Michael Cottingham, Manager

Lessor: Minichristel LLC

By: Helen M. Cottingham
Helen M. Cottingham

WAREHOUSE LEASE AGREEMENT

**1620 MARTIN LANE
JACKSON HOLE, WYOMING**

Prepared by:
Peter F. Moyer Esq.
P.O. Box 3682
Jackson, Wyoming 83001 Minichristel Lease

*P.F. Moyer
P.O. Box 3682*

WAREHOUSE LEASE AGREEMENT
1620 Martin Lane
Jackson Hole, Wyoming

This AGREEMENT is duly entered into between the undersigned Lessor and the undersigned Lessee effective as of September 1, 2021.

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. THE LEASE

BASIC TERMS: These are the basic terms for this Lease:

Premises: Approximately 4,754 square feet of the warehouse building premises described on the attached sketch, located at 1620 Martin Lane in Jackson Hole, Wyoming, in "as is" condition.

Base Rent: Monthly base rent will be due and payable on the first day of each month commencing September 1, 2021, as follows:

Year 1.....	\$6,304.87
Year 2.....	\$6,494.02
Year 3.....	\$6,688.84
Year 4.....	\$6889.51
Year 5.....	\$7096.19

The monthly base rent amount includes a CAM charge (building and grounds maintenance, insurance, real estate taxes). The rent increases every year on September 1st at a rate of 3%.

Deposit Amount:

\$2,000.00 payable at this time. This security deposit may not be applied by Lessee to rent.

Basic Lease Term:

Five years commencing September 1, 2021.

Renewal:

Lessee has option to renew lease for one more 5 year term, with rent to be negotiated at that time.

*Joe
JMC
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Costs:

The Lessee pays for interior maintenance, telephone and utility services. CAM charges for the building and premises are included as part of the base rent as noted above.

Improvements:

Lessee will be responsible for all improvement expenses unless agreed to otherwise with Lessor in writing. Lessor will approve or decline all improvements within 14 days of submittal, in writing by Lessee.

Permitted Uses:

Warehouse storage.

1.1 LEASE OF PREMISES. Lessor hereby agrees to lease the Premises to Lessee for the Term referred to below, on the terms set forth in this Agreement, and Lessee agrees to said Lease. The Lessee accepts the Premises in "as is" condition.

Access to the Premises will be subject to reasonable restriction imposed by Lessor from time to time. Parking for Lessee will be permitted on a reasonable and orderly basis in any parking lot area for the Premises, subject to parking rules and regulations which may be adopted by Lessor from time to time. There are 3 parking spots included, 2 in front of the garage door, and 1 in front of the main entrance door of the warehouse.

1.2 DEPOSIT. As set forth above.

1.3 LEASE TERM. The Lease Term (the "Term") shall be the Basic Lease Term noted above, and any Renewal Term. The Lessee may renew this Lease for 1 consecutive 5 Year Term noted above at the end of the initial Lease Term, provided that the Lessee must give written notice of its irrevocable election to renew not less than 60 days before the end of the lease term then in effect. Any applicable renewal period shall be treated as part of the Term.

1.4 RENT. Lessee shall pay to Lessor the Base Rent payable monthly in advance on the dates noted above, during the Term.

1.5. USE OF PREMISES. The Premises may be used only for the Permitted Uses noted above. The Premises shall not be used in any manner which would cause any public or private nuisance or violate any legal requirements applicable to the Premises. Access to the Premises will be subject to reasonable restrictions imposed by Lessor from time to time. The Lessee must obtain its own permits and consents (including owner association consents) for its operations and any improvements (including signage), at Lessee's expense, and Lessee will be responsible for all County requirements for its operations, including employee housing and parking

*Joe
JMC*

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requirements. There are three parking spots at the warehouse, one in front of the main entrance and two in front of the large garage door.

No alteration or improvement to the Premises or signage shall be made by Lessee without the express written consent of Lessor. All exterior signage will be designed and installed by Lessee at its expense. Any alteration or improvement made by Lessee and any fixtures installed as a part thereof, shall become the property of Lessor upon the expiration or sooner termination of this lease; provided, however, that (i) Lessor shall have the right to require Lessee to remove such fixtures upon the termination of this lease and restore the Premises at the expense of Lessee and (ii) Lessee shall have the right to remove movable trade fixtures if Lessee is not in default and the Premises are not damaged by such removal. Lessee would have to restore the Premises with regard to the removal of the trade fixtures set forth in the schedule, upon termination of this lease, so long as Lessee is not in default with respect to such removal.

1.6. ASSIGNMENT. Lessee may not sell, assign, mortgage, pledge or otherwise transfer or encumber all or any part of Lessee's interest in the Premises and this Agreement at any time without the express written consent of Lessor. A transfer of a controlling interest in Lessee will be treated as an assignment of the Agreement which requires Lessor's consent. Lessee may sublease spaces within the warehouse with up to three (3) Sub Lessees permitted. All subleases must be expressly subject and subordinate to the terms of this Lease Agreement. Lessee shall pass all relevant occupancy terms and rules along to Sub Lessees.

1.7. TAXES AND ASSESSMENTS. Lessee shall be responsible for all personal property taxes relating to property in the Premises.

1.8. LIENS. Lessee shall not suffer or permit to be enforced against the Premises any materialmen's, contractor's or sub-contractor's lien arising from any work done by or on behalf of Lessee. Notwithstanding the foregoing, Lessee may in good faith and at Lessee's own expense contest the validity of any such asserted lien, claim or demand in a prompt and reasonable manner. Lessee shall defend and indemnify Lessor against all liability and loss of any type arising out of work performed on the Premises, together with reasonable attorney's fees and all costs and expenses incurred by Lessor in defending against any such liens. If foreclosure is commenced, Lessor may pay the indebtedness secured by any such liens and be entitled to reimbursement.

1.9. UTILITIES, COMMON EXPENSES, ETC. In addition to base rent Lessee shall pay for all utilities, telephone costs, interior cleaning and interior maintenance costs for the Premises, and Lessee will keep the Premises, including the bathroom, heated year round. As part of the CAM charges noted above, Lessor will be responsible for all exterior maintenance as further detailed below in Section 1.11. Lessor has an arrangement with Aaron at Auto Detail to plow the access to both the large and small doors. If vehicles are parked there when they decide to plow, access to the Premises will not get plowed and Lessee will have to do that plowing.

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1.10. INSURANCE. Lessee shall maintain in effect and pay the premiums for (a) insurance covering the Lessee's contents within the Premises and (b) insurance against liability for injury or damage to persons or property or the loss of life or property occurring in the Premises in

an amount not less than \$2 million in respect to bodily injury or death to any one person, and not less than \$500,000 in respect to any one occurrence, and not less than \$500,000 for property damage. Lessor shall be named as a co-insured under said liability insurance policy of Lessee. Lessee will provide Lessor with a certificate of insurance within 10 days after a request by Lessor.

1.11 REPAIR AND MAINTENANCE. Lessee shall, at Lessee's sole expense, and except as otherwise noted below as a Lessor responsibility, (a) keep the Premises (including all improvements now or hereafter placed thereon) in as good order and repair as now existing or as subsequently improved, ordinary wear and tear excepted and (b) maintain in good working order and repair, in the normal course of business as regular maintenance, all glass, plumbing, electricity, heating equipment and other similar equipment and fixtures in the Premises, but not any defects existing at this time. Lessee will not be responsible for casualty losses covered by the insurance noted above, except for relatively minor damage such as broken windows and damage to the Premises themselves covered by Lessee's own insurance. In the case of damage by fire or other casualty to the Premises, if the damage is so extensive as to amount practically to the total destruction of the Premises, this lease shall cease, and the rent shall be apportioned to the time of the damage. In all other cases where the Premises (not including leasehold improvements and Lessee's property, which will be Lessee's responsibility) are damaged by fire or other casualty, Lessor shall repair the damage with reasonable dispatch, with a fair and reasonable apportionment of rent if appropriate. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by adjustment of insurance and other causes beyond Lessor's control. Lessee shall have the option to terminate this Lease if the property is untenantable for over four months due to necessary repairs. Subject to force majeure, Lessor is responsible for the building exterior maintenance, repair and replacement including the roof, and floors, ceilings, walls and other structural elements of said Premises, and HVAC heating units, except for damage caused by Lessee or their sub-lessees.

1.12. LESSOR'S RIGHT OF ACCESS. Lessor and Lessor's representatives may enter the Premises at any reasonable time for the purpose of inspecting or showing the Premises, or performing work, with reasonable prior notice except for emergencies. A key to the Premises must be on deposit with Lessor. A key to the Premises must be on deposit with Lessor and their agent.

1.13 INDEMNITY. Lessee shall indemnify and hold harmless Lessor and all agents, employees and affiliates of Lessor, against any and all uninsured liabilities and expenses (including reasonable legal fees) directly or indirectly arising from any actual or claimed loss.

Joe
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ARTICLE II. MISCELLANEOUS.

2.1 NOTICES. All notices hereunder shall be in writing and shall be delivered or mailed (effective when mailed) postage prepaid, to the following address:
if to Lessor:

Minichristel LLC
c/o J. Michael Cottingham
Helen M. Cottingham P.O. Box 4140
Jackson, Wyoming 83001

if to Lessee, at the address specified on the signature page hereof, or at such other place or places as may be designated by a party to the other party in writing from time to time.

2.2 BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors, representatives and assigns.

2.3 ENTIRE AGREEMENT. All representations made by the parties in negotiations of this Agreement have been incorporated herein, there are no verbal agreements between the parties or implied duties to modify the terms and conditions hereof, and any further modification of this Agreement must be in writing and signed on behalf of Lessee and Lessor. There are no implied duties of Lessor with respect to the subject matter of this Lease.

2.4 RELATIONSHIP. Nothing in this Agreement shall be deemed or construed to constitute or create between the parties hereto a partnership or joint venture, provided that the obligations of each Lessee and guarantor hereunder (if more than one) shall be joint and several, and either Lessee (if more than one) may act as agent of the other Lessee hereunder.

2.5 VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. The sole venue for any action brought hereunder shall be in the District Court of Teton County, Ninth Judicial District, or the Justice Court for Teton County, provided that this paragraph shall not in any way limit any proceedings taken to enforce a judgment.

2.6 DUE AUTHORIZATION. Lessee represents and warrants to Lessor that this Agreement is a legal, valid and binding agreement of Lessee enforceable in accordance with its terms, which has been duly authorized, executed and delivered by Lessee in full compliance with all governmental statutes, laws, rules and regulations and all instruments and agreements applicable to Lessee or Lessee's assets, and Lessee has been duly organized and is in good standing with full power and authority to conduct business in the State of Wyoming.

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injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any other person or entity at any time using or occupying or visiting the Premises as a result of Lessee's or any Sublessee's use of the Premises. This indemnity by Lessee specifically excludes any such liability or expense related to Lessor's maintenance, repair or replacement obligations under this Lease. No termination or expiration of the lease term shall affect any indemnities or other obligations of Lessee hereunder, which are incurred during the Term or after default.

1.14 DEFAULT. If Lessee shall default in performing any of its agreements hereunder, and such default shall continue for a period fifteen (15) days after written notice thereof is sent or delivered to Lessee, or if any bankruptcy, insolvency, reorganization or other similar proceedings are initiated by or against the Lessee or the property of Lessee, then in any such instance Lessor may terminate this lease. The failure of Lessor to take action relating to any default on the part of Lessee shall not be construed as a waiver of said default or any subsequent default. Lessee shall have no rights of set-off or counterclaim or other similar rights hereunder. All remedies which Lessor may have in the case of default by Lessee shall be cumulative and not in the alternative, and Lessor shall be entitled to all additional rights provided at law or equity without any requirement of election of remedies, including without limitation a landlord's lien on personal property in the Premises, if there is a default. Lessor shall be entitled to reimbursement from Lessee of any and all reasonable attorney's fees and collection costs incurred by Lessor in connection with any default of Lessee hereunder, payable on demand. Lessor shall be entitled to a late charge of four percent (4%) of any rent or other amount not received by Lessor within 10 days after the applicable due date, together with interest at the rate of eight percent (8%) per annum on any amount not received within 10 days of the applicable due date (from such tenth day until the date of payment of the overdue amount), all payable to Lessor by Lessee on demand.

1.15 RIGHT TO PERFORM. If Lessee shall fail to perform any obligation on Lessee's part to be performed under this Lease, Lessor may do so on behalf of and at the cost and expense of Lessee. In that case, interest at a rate equal to twelve percent per annum and reasonable attorney's fees may be collected from Lessee by Lessor on demand. If Lessor shall fail to perform any obligation on Lessor's part to be performed under this Lease, Lessee may do so on behalf of and at the cost and expense of Lessor. In that case, interest at a rate equal to twelve percent per annum and reasonable attorney's fees may be collected from Lessor by Lessee on demand.

1.16 DEPOSIT. Lessee is depositing with Lessor the Deposit Amount as a security and cleaning deposit for the full and faithful performance by Lessee of all of the terms of this Lease required to be performed by Lessee. Said sum shall be returned to Lessee within 30 days after the expiration of the Term, after inspection and receipt of bills (such as utility and any cleaning bills) provided that the Lessee is not in default at such time, all subject to appropriate setoffs by Lessor. Lessee may clean the Premises itself to avoid any cleaning charges.

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IN WITNESS WHEREOF, this Commercial Lease Agreement has been duly executed and delivered by the parties.

LESSOR: Minichristel LLC.

A Wyoming limited liability company

By: J. Michael Cottingham 9/2/21

J. Michael Cottingham, Manager

By: Helen M. Cottingham 9/2/21

Helen M. Cottingham, Manager
P.O. Box 4140, Jackson, Wyoming 83001

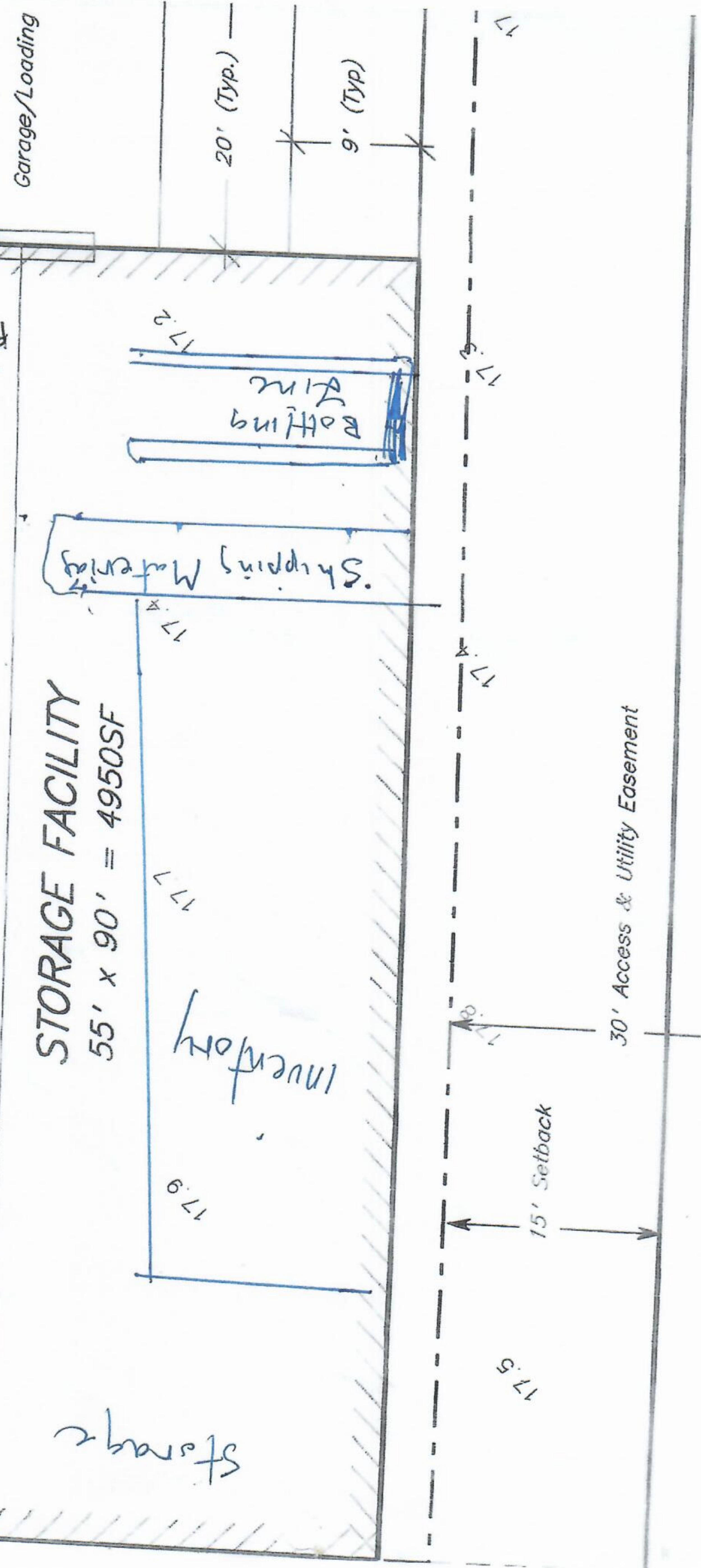
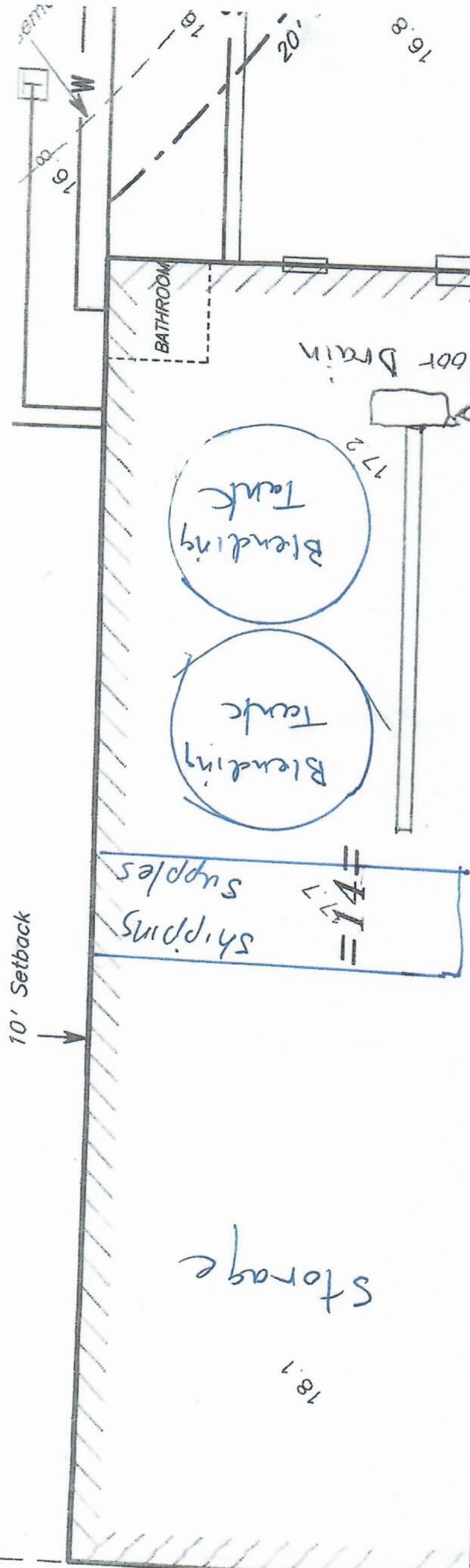
LESSEE: Jackson Hole Winery LLC

By: Robert E. Schroth 8/19/21

Bob Schroth, Owner

P.O. Box 8827, Jackson, WY, 83002

Phone: 307-201-1057







Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date:

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual

Minichristel LLC, by Michael Cotttingham owner/manager

Being duly sworn, deposes and says that Minichristel LLC is the owner in fee of the premises located at:

Address of Premises: 1620 Martin Lane, Jackson

Name of property owner as listed on deed

Legal Description: Lot 14, Jackson Bus. Park Addition, Plat No. 842

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Robert E. Schroth for Jackson

Mailing address of Applicant/agent: PO Box 8827, Jackson, WY 83002

Hole Winery LLC

Email address of Applicant/agent: rschroth@schrothlegal.com

Phone Number of Applicant/agent: 619-701-6170

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified in this(these) application(s) at the premises listed above:

Development/Subdivision Plat Permit Application Building Permit Application

Public Right of Way Permit Grading and Erosion Control Permit Business License Application

Demolition Permit Home Occupation Other (describe) Basic Use Permit

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

John Michael Cotttingham
Property Owner Signature

Owner/partner/manager

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

STATE OF COLORADO

)

COUNTY OF BOULDER

)
SS.

The foregoing instrument was acknowledged before me by JOHN MICHAEL COTTINGHAM this 23
day of DECEMBER 2024. WITNESS my hand and official seal.

Zachary Schenck

Notary Public

My commission expires: JUNE 11 2028

