



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 & Recreation
- ☐ Pathways
- ☐ Joint Housing Dept.

Teton County

- ☐ Planning Division
- ☐ Engineer
- ☒ Surveyor
- ☐ Assessor
- ☒ Clerk & Recorder
- ☐ Road & Levee

State of Wyoming

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

Federal Agencies

- ☐ Army Corp of Engineers

Utility Providers

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

Special Districts

- ☐ Start
- ☒ Jackson Hole Fire/EMS
- ☐ Regional Transportation

<p>Date: July 9, 2025</p> <p>Item: P25-117</p>	<p style="text-align: center;">REQUEST:</p> <p>The applicant is submitting a request for a Boundary Adjustment for the properties located at Lot 58 (owned by BREG SK58 LLC) and Lot 59 (owned by Snow King Mountain Resort, LLC) of the Grand View Lodges Third Addition.</p>
<p>Planner: Tyler Valentine Phone: 733.0440 ext. 1305 Email: tvalentine@jacksonwy.gov</p>	<p>Respective PIDNs: 22-41-16-34-3-07-002 22-41-16-34-3-07-003</p>
<p>Owners: BREG SK58, LLC 4011 80th St., Kenosha, WI 53142</p> <p>SKMR PO Box 1846 Jackson, WY 83001</p>	<p>Applicant: Jorgensen Engineering Matt Gotham, PLS PO Box 9550 Jackson, WY 83001</p>
<p>Please respond by: July 30, 2025</p> <p>For Departments not using SmartGov, please send responses via email to planning@jacksonwy.gov</p>	



June 20, 2025

Town of Jackson Planning Department
P.O. Box 1687
150 E Pearl Ave
Jackson, WY 83001
-Digitally Delivered to planning@jacksonwy.gov -

RE: Planning Permit Application for a Boundary Adjustment by Replat between Lots 58 & 59, Grand View Lodges, Third Filing

Planning Staff,

Enclosed you will find the necessary materials for a boundary adjustment by replat application that we are submitting on behalf of our client BREG SK58 LLC. The properties are Lot 58 (owned by BREG SK58 LLC) and Lot 59 (owned by Snow King Mountain Resort, LLC) of the Grand View Lodges Third Addition, Plat no.1333. Enclosed you will find:

- Planning Permit Application
- Letters of Authorization
- Proof of publication of Notice of Intent to Subdivide
- Draft plat map
- Draft deeds
- Draft slope stabilization easement
- Draft document addressing allocation of development rights
- A check for the plat application fee will be hand-delivered to your office.

General Information

In addition to Lot 58, the parent company of BREG SK58 LLC owns Lots 53 & 57 and has a comprehensive development plan (Town of Jackson file numbers P24-168, 174 & 175) for the three lots that also includes access, utility and grading infrastructure only over the area proposed to transfer from Lot 59 to Lot 58. This proposed boundary adjustment eliminates the need for additional easements and other agreements over this area. The proposal is an equal-area exchange between Lots 58 & 59.

Applicable LDR Standards for Boundary Adjustment (BDJ)

8.5.5.D. Findings

A boundary adjustment shall be approved upon finding that:

1. ***No additional parcels of record are created;*** No additional parcels of record are being proposed by this application. **Complies.**
2. ***Each of the resulting parcels of record complies with the zone in which it is located as approved through a zoning compliance verification;*** The re-configuration of these two lots will not change the compliance of the resulting lots with the zoning regulations for the PR-SK zone. **Complies.**

3. ***The applicability and required document provisions of this Section are met;*** The required documents for the recording of the adjusted parcels will be provided upon approval of the application in accordance with Section 8.5.5. **Complies.**
4. ***The application complies with all other relevant standards of these LDRs and other Town Ordinances; and.*** The approval of this application complies with all the relevant standards of these LDRs and other Town Ordinances. **Complies.**
5. ***The application is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*** This application is in substantial conformance with all standards and conditions of all prior applicable permits or approvals. **Complies.**

The exhibit map included with this application shows the current and proposed boundaries.

Please call me if you have any questions, or if you require additional information. Thank you for your assistance.

Sincerely,
JORGENSEN ASSOCIATES, INC.



Matt Gotham, PLS
Survey Manager
mgotham@jorgeng.com



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

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

PROJECT.

Name/Description: _____
Physical Address: _____
Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: _____ Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

APPLICANT/AGENT.

Name: _____ Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

DESIGNATED PRIMARY CONTACT.

_____ Property Owner _____ Applicant/Agent

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

Use Permit

_____ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

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

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

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

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

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

Pre-application Conference #: _____ Environmental Analysis #: _____

Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

_____ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <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

Date

Name Printed

Title



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 AUTHORIZED REPRESENTATIVE

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 : Stephen R. Mills, Authorized Member of 76th Street Kenosha, LLC, the Sole Member of BREG SK58, LLC

Being duly sworn, deposes and says that BREG SK58, LLC is the owner in fee of the premises located at:
Name of property owner as listed on deed

Address of Premises: (not assigned)

Legal Description: Lot 58, Grand View Lodges 3rd Filing, Plat No.1333

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/Authorized Representative: Matt Gotham, Jorgensen Associates Inc.

Mailing address of Applicant/Authorized Representative: PO Box 9550, Jackson, WY 83002

Email address of Applicant/Authorized Representative: mgotham@jorgeng.com

Phone Number of Applicant/Authorized Representative: 307-733-5150

Is authorized to act as property owner's representative and be the applicant for the application(s) checked below for a permit to perform the work specified is 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 ☐ Other (describe) _____

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.

Property Owner Signature

Authorized Member of 76th Street Kenosha, LLC, the Sole Member of BREG SK 58, LLC

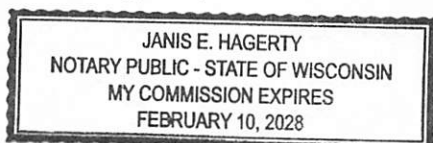
Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner

STATE OF WISCONSIN)
) SS.
 COUNTY OF KENOSHA)

The foregoing instrument was acknowledged before me by Stephen R. Mills this 13th day of February, 2025. WITNESS my hand and official seal.

Janis E. Hagerty
 Notary Public

My commission expires: 02/10/2028





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 AUTHORIZED REPRESENTATIVE

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 : Ryan Stanley, President

Being duly sworn, deposes and says that Snow King Mountain Resort LLC is the owner in fee of the premises located at:
Name of property owner as listed on deed

Address of Premises: (Not Assigned)

Legal Description: Lot 59, Grand View Lodges 3rd Addition

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/Authorized Representative: Matt Gotham, Jorgensen Associates, Inc.

Mailing address of Applicant/Authorized Representative: PO Box 9550, Jackson, WY 83002

Email address of Applicant/Authorized Representative: mgotham@jorgeng.com

Phone Number of Applicant/Authorized Representative: 307-733-5150

Is authorized to act as property owner's representative and be the applicant for the application(s) checked below for a permit to perform the work specified is 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 ☐ Other (describe) _____

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.

Property Owner Signature

[Signature]
 President

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

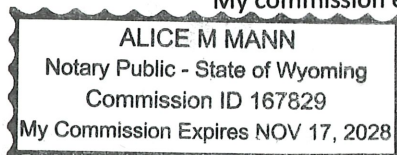
STATE OF Wyoming)
) SS.

COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Ryan Stanley this 21st
 day of February 2025. WITNESS my hand and official seal.

[Signature]
 Notary Public

My commission expires: 11-17-2018



+

• Public Notices •

North Willow Street and East Gill Avenue. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried.

Ordinances. A motion was made by Devon Viehman and seconded by Kevin Regan to read ordinances in short title. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried. Ordinance T. An Ordinance Regarding Fee Scheduled Set by Resolution. AN ORDINANCE AMENDING SECTION 1.01.120, FEE SCHEDULES ALLOWED TO BE CHANGED BY RESOLUTION SUBJECT TO PUBLIC HEARING, , OF TITLE 1, GENERAL PROVISIONS, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON, WYOMING. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING: There was no public comment. A motion was made by Devon Viehman and seconded by Kevin Regan to approve Ordinance T, an ordinance regarding fee schedules set by resolution, on third and final reading as presented and designate it Ordinance 1438. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried. Ordinance V. An Ordinance Extending the Franchise Granted to CenturyLink. AN ORDINANCE AMENDING ORDINANCE 1243 EXTENDING THE TERM OF THE FRANCHISE GRANTED TO QWEST CORPORATION D/B/A CENTURYLINK QC ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND GRANTED ON DECEMBER 18, 2019. 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 Devon Viehman and seconded by Alyson Spery to approve Ordinance V, an ordinance granting an extension of the current CenturyLink Franchise to July 31, 2025, on second reading. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried. Matters from Mayor and Council. Public Art Taskforce Appointment/Reappointments. Mayor Pro Tempore Jonathan Schechter nominated Tammi Hanawalt and Katy Ann Fox to the Public Art Task Force for three-year terms, which shall expire April 30, 2028. A motion was made by Alyson Spery and seconded by Kevin Regan to consent to the appointment of Tammi Hanawalt and Katy Ann Fox to the Public Art Task Force for three-year terms, which shall expire April 30, 2028. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried. Mayor Pro Tempore Schechter appointed Tammi Hanawalt and Katy Ann Fox to the Public Art Task Force for three-year terms, which shall expire April 30, 2028. Mayor Pro Tempore Schechter nominated John Stricklin to the Public Art Task Force as the representative of Jackson Hole Public Art. A motion was made by Alyson Spery and seconded by Kevin Regan to consent to the appointment of John Stricklin to the Public Art Task Force as the representative of Jackson Hole Public Art. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried. Mayor Pro Tempore Schechter appointed John Stricklin to the Public Art Task Force as the representative of Jackson Hole Public Art. Council discussed their service on the Town Council during the first quarter of 2025. Michelle Weber made staff comment regarding the Farmer's Market. A motion was made by Devon Viehman and seconded by Alyson Spery to direct staff to bring the Jackson Hole Farmer's Market special event application before Town Council as soon as practicable. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried. Council discussed sister cities, including displaying artwork from Tlaxcala in the Council Chambers. A motion was made by Alyson Spery and seconded by Devon Viehman to direct the Town Manager or their designee to draft a brief scoping staff report about our sister city relationship with Tlaxcala to be added to an agenda within the next 60 days. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried. Town Manager's Report. Tyler Sinclair made staff comment. The Town Manager's report contained updates on Temporary Sign Permits, a request from Tumbleweed Creative Arts, a Summary of Large Upcoming Projects, a Budget Open House, and the Delegate for WAM Summer Convention. Staff presented an addition to the Town Manager's report regarding an Amendment to the JH Public Art Contract that, with the approval of the Town Manager's report, an amendment to the grant contract for the NEA Grant be executed by the Mayor that terminates the grant by May 31, 2025 and provides for invoicing for all outstanding match funds prior to termination. A motion was made by Devon Viehman and seconded by Kevin Regan to approve the Town Manager's Report. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried. Adjourn. A motion was made by Alyson Spery and seconded by Kevin Regan to adjourn. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 9:16 p.m. **Publish: 05/28/25**

JOINT PROCEEDINGS – UNAPPROVED
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING
MAY 21, 2025 JACKSON, WYOMING
The Jackson Town Council and the Teton County Board of County Commissioners met in a special joint meeting (JM) at 1:30 p.m. in the Town Council Chambers located at 150 East Pearl Avenue in Jackson. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present: TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Devon Viehman, and Kevin Regan. Alyson Spery joined the meeting at 1:37 p.m. COUNTY COMMISSIONERS: Chairman Mark Newcomb, Wes Gardner, Luther Propst, and Len Carlman. Via Zoom: Natalia Macker. FY26 Joint Department/Division and Board Budget Review. Tyler Sinclair made staff comment. Mary Bess and Crista Valentino provided comments on behalf of the Travel and Tourism Board. Council and Commission held discussion. There was no public comment. On behalf of the County, a motion was made by Len Carlman and seconded by Luther Propst to approve the Travel and Tourism Board's recommended budget in a total amount of \$7,843,671 with the provision that the ambassador services line item be changed from \$550,000 to \$800,000 and that the Travel and Tourism Board and staff determine how best to accommodate that shift. Wes Gardener requested a friendly amendment to change the ambassador services line item from \$800,000 to \$725,000. The friendly amendment was accepted by Len Carlman and Luther Propst. Chair Newcomb called

for the vote. The vote showed 2-3 with Len Carlman and Wes Gardner in favor and Natalia Macker, Luther Propst, and Chair Newcomb opposed. The motion failed for the County. On behalf of the Town, a motion was made by Devon Viehman and seconded by Jonathan Schechter to approve the proposed FY26 budget of the Jackson Hole Travel and Tourism Board as presented. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried for the Town. On behalf of the County, a motion was made by Wes Gardner and seconded by Natalia Macker to approve the proposed FY26 budget of the Jackson Hole Travel and Tourism Board as presented. Chairman Newcomb called for the vote. The vote showed 4-1 with Natalia Macker, Luther Propst, Wes Gardner, and Chair Newcomb in favor and Len Carlman opposed. The motion carried for the County. Tyler Sinclair, Jodie Pond, Mike Moyer, Bruce Abel, and Maureen Murphy made staff comment. Council and Commission continued discussion with staff. Natalia Macker left the meeting. Council and Commission recessed at 3:29 p.m. and reconvened at 3:37 p.m. Alyson Spery left the meeting during the recess. Discussion continued. Bruce Abel, Jodie Pond, and Tyler Sinclair made staff comment. Council and Commission continued discussion with staff. No additional motions were made. Adjourn. On behalf of the Town, a motion was made by Devon Viehman and seconded by Jonathan Schechter to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried for the Town. On behalf of the County, a motion was made by Wes Gardner and seconded by Luther Propst to adjourn. Chair Newcomb called for the vote. The vote showed all in favor. The motion carried for the County. The meeting adjourned at 4:07 p.m. **Publish: 05/28/25**

TOWN COUNCIL PROCEEDINGS – UNAPPROVED
MAY 14, 2025 JACKSON, WYOMING
The Jackson Town Council met in special session in the Town Hall Council Chambers, located at 150 East Pearl in Jackson, at 9:00 A.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 Arne Jorgensen, Jonathan Schechter, Devon Viehman, Kevin Regan, and Alyson Spery. Sketch Plan for a +/-190,000 sf (habitable) Mixed-use Hotel and Condominium Development Along North Cache (P24-170). Tyler Valentine, Paul Anthony, Tyler Sinclair, and Lea Colasuonno made staff comment. Council held discussion with staff. Stephan Fodor and Brad Wagstaff commented on behalf of Mogul Capital. Council held discussion. Council recessed at 10:22 a.m. and reconvened at 10:31 a.m. Discussion continued. Council recessed at 11:22 a.m. and reconvened at 11:29 a.m. Discussion continued. Jonathan Schechter left the meeting at 12:01 p.m. A motion was made by Devon Viehman and seconded by Kevin Regan to continue this item to a special Town Council meeting on June 16, 2025 at 8:30 a.m. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. Adjourn. A motion was made by Devon Viehman and seconded by Kevin Regan to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 12:03 p.m. **Publish: 05/28/25**

TOWN COUNCIL PROCEEDINGS – UNAPPROVED
MAY 14, 2025 JACKSON, WYOMING
The Jackson Town Council met in special session in the Town Hall Council Chambers, located at 150 East Pearl in Jackson, at 1:30 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 Arne Jorgensen, Jonathan Schechter, Devon Viehman, Kevin Regan, and Alyson Spery. FY26 Budget Overview. Tyler Sinclair and Johnny Ziem made staff comment. Council held discussion with staff. Jessica Sell Chambers, Joe Spiegel, Zach Burn, and Perri Stern made public comment. Council recessed at 2:21 p.m. and reconvened at 3:31 p.m. Discussion continued. No motions were made. Adjourn. A motion was made by Jonathan Schechter and seconded by Devon Viehman to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 5:06 p.m. **Publish: 05/28/25**

• CONTINUED PUBLICATIONS •

PUBLIC NOTICE: Notice of Application to Transfer Ownership of a Restaurant Liquor License.
Notice is hereby given that the applicant whose name is set forth below filed application to transfer the Ownership of a Restaurant Liquor License in the Office of the Town Clerk of the Town of Jackson, Teton County, Wyoming. The date of filing, name of the said applicant, and description of the place or premises which the applicant desires to use are as follows: Date Filed: May 2, 2025. Applicant: New Chinatown Restaurant WY LLC. From Licensee: Chinatown Lee Inc. To Licensee: New Chinatown Restaurant WY LLC dba New Chinatown Restaurant: 850 W. Broadway, Suite A Jackson, WY 83001. Protest, if any there be, against the transfer of the above license will be heard at the hour of 6:00 pm or as soon thereafter as the matter can be heard, on the 2nd of June 2025 before the Town Council of the Town of Jackson, Teton County, Wyoming, in the Council Chambers of the Town Hall at 150 East Pearl. Dated this May 5, 2025. L. Lenamond, Internal Services Specialist **Publish: 05/21, 05/28/25**

GENERAL PUBLIC NOTICES

• ESTATE PROBATE •

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

IN THE MATTER OF THE ESTATE OF:

STEPHEN B. HANCOCK,

Deceased.

Docket No.: 2025-CV-0019258

NOTICE OF PROBATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:

You are hereby notified that on March 24, 2025, the Last Will and Testament of the above-named decedent was admitted to probate by the above-named court, and that on May 12, 2025 Peter B. Hancock and Christopher M. Hancock were named co-personal representatives thereof. Any action to set aside the Will shall be filed in the Court within three (3) months from the date of the first publication of this notice, or thereafter be forever barred.

Notice is further given that all persons indebted to the decedent or to the decedent's estate are requested to make immediate payment to Peter B. Hancock and Christopher M. Hancock in care of Geittmann Larson Swift LLP, P.O. Box 1226, Jackson, Wyoming 83001.

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

DATED this 16th day of May, 2025.

Anne Kent Droppert, #7-5275
Attorney for Estate
Geittmann Larson Swift LLP
155 E. Pearl Avenue, Suite 100
P.O. Box 1226
Jackson, WY 83001
(307) 733-3923 – voice
(307) 733-3947 – facsimile
akd@glsllp.com

Publish: 05/28, 06/04, 06/11/25

• INTENT TO SUBDIVIDE •

Notice is hereby given that in accordance with Chapter 15-1-415 Wyoming Statutes, as amended, that Snow King Mountain Resort, LLC and BREG SK58, LLC intend to apply for a permit to subdivide property in the Town of Jackson, Wyoming. The proposed subdivision is a re-platting of Lots 58 and 59 of Grand View Lodges Third Addition to the Town of Jackson, Plat 1333, to adjust the boundaries of said lots. The project is located on 28.02 acres within NE1/4SW1/4 and the SE1/4NW1/4, Section 34, T41N, R116W, 6th P.M.

Filing for said permit will occur at a regular meeting of the Town Council of Jackson, Wyoming at the Town Council Chambers. Please contact the Town of Jackson Planning Office at (307) 733-0440 for the scheduled meeting date and additional information. **Publish: 05/28, 06/04/25**

• CONTINUED PUBLICATIONS •

IN THE DISTRICT COURT OF THE NINTH JUDICIAL
DISTRICT

OF THE STATE OF WYOMING IN AND FOR TETON
COUNTY

Docket No. 2025-CV-0019293

In the Matter of the Estate of)
)
KENNETH E. FAIT,)
)
Deceased.)

NOTICE OF PROBATE OF ESTATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:

You are hereby notified that on the 7th day of May, 2025, the Last Will and Testament of Kenneth E. Fait was admitted to probate by the above-named Court, and that Kenneth M. Fait and Jennifer Fait Perry were appointed as Co-Personal Representatives thereof. Any action to set aside the Will shall be filed in the Court within three months from the date of the first publication of this notice, or thereafter be forever barred.

Notice is further given that all persons indebted to said decedent or to said estate are requested to make immediate payment to the undersigned c/o Long Reimer Winegar LLP, P.O. Box 3070, Jackson, Wyoming 83001.

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

Kenneth M. Fait
Jennifer Fait Perry
CO-PERSONAL REPRESENTATIVES

ATTORNEYS FOR ESTATE
Christoher M. Reimer
Thomas L. Hartnett
Long Reimer Winegar LLP
P.O. Box 3070
Jackson, WY 83001
(307) 734-1908
Publish: 05/21, 05/28, 06/04/25

IN THE DISTRICT COURT OF THE NINTH JUDICIAL
DISTRICT

OF THE STATE OF WYOMING IN AND FOR TETON
COUNTY

Docket No. 2025-CV-0019288

• Public Notices •

tivities. No formal action items will be included on the agenda; all such items will be considered at the duly noticed regular meeting on the morning of June 18, 2025, or at a future public meeting. The final agenda will be published on the airport website 24 hours prior to the meeting.
Publish: 06/04, 06/11/25

Official Notice

Lower Valley Energy, Inc.

2025 Annual Meeting

Notice is hereby given that the annual meeting of members of Lower Valley Energy, Inc. will be held at 6pm, June 26, 2025, at our Jackson office. Registration will begin at 5:30 pm. Business will be conducted as follows:

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

- Election of board members for districts 2 and 5.
6. Unfinished business.
 7. New business.
 8. Adjournment.

Ray Elser, Secretary/Treasurer
Publish: 06/04, 06/11/25

PUBLIC NOTICE

Pursuant to the Wyoming Administrative Procedure Act and the Wyoming Public Service Commission’s (Commission) Rules and Regulations, notice is hereby given of the Application of Fall River Rural Electric Cooperative, Inc. (Fall River), for authority to update its Avoided Cost Rate for May 2025 through April 2026.

1. Fall River is a public utility subject to the Commission’s jurisdiction. Wyo. Stat. §§ 37-1-101(a)(vi)(C) and 37-2-112.
2. On April 30, 2025, Fall River filed its Application requesting authority to update its Avoided Cost Rate, based on its average wholesale power costs for the calendar year ending December 2024, resulting in an Avoided Cost Rate of \$.0374 per kWh. This is a decrease from the currently in effect Avoided Cost Rate of \$.0386.
3. This is not a complete description of the Application. Fall River’s Application is available at the Commission’s office in Cheyenne, or at: <https://dms.wyo.gov/external/publicusers.aspx> (enter Record No. 17813).
4. Anyone desiring to file a public comment, statement, intervention petition, protest or request for a public hearing in this matter must file with the Commission in writing on or before June 19, 2025. Any intervention request filed with the Commission shall set forth the grounds of the proposed intervention or request for hearing as well as the position and the interest of the petitioner in this proceeding. Please mention Docket No. 10000-33-CT-25 in your communications.

5. If you wish to intervene in this matter or request a public hearing which you will attend and you require reasonable accommodation for a disability, call the Commission at (307) 777-7427 or write to the Commission, 2515 Warren Avenue, Suite 300, Cheyenne, Wyoming 82002. Communications-impaired persons may contact the Commission through Wyoming Relay at 711.

Dated: May 22, 2025.
Publish: 06/04, 06/11/25

NOTICE OF BUDGET HEARING FOR
CAMP CREEK IMPROVEMENT & SERVICE DISTRICT

Pursuant to Wyoming Statute § 16-12-406(c), notice is hereby given that the annual meeting of the property owners and electors (the “Owners”) and the budget hearing for the Camp Creek Improvement & Service District shall be held on June 4, 2025 at 6:00 P.M. At such time, the proposed annual budget for the Camp Creek Improvement & Service District for the fiscal year to begin July 1, 2025 and to end June 30, 2026 shall be heard. A summary of the proposed budget is as follows: Anticipated Revenues: \$13,600; Operating Expenses: \$10,000; Administrative Expenses: \$3,000.

The Owners and public are invited to attend the hearing, which is scheduled for June 4, 2025 at 6:00 P.M. at 4445 Mule Deer Lane, Jackson, Wyoming 83001.

DATED this 23rd day of May 2025.

Jack Hutcheson, Director
Camp Creek Improvement and Service District
Publish: 06/04/25

• CONTINUED PUBLICATIONS •

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

IN THE MATTER OF THE ESTATE OF:

STEPHEN B. HANCOCK,

Deceased.

Docket No.: 2025-CV-0019258

NOTICE OF PROBATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:

You are hereby notified that on March 24, 2025, the Last Will and Testament of the above-named decedent was admitted to probate by the above-named court, and that on May 12, 2025 Peter B. Hancock and Christopher M. Hancock were named co-personal representatives thereof. Any action to set aside the Will shall be filed in the Court within three (3) months from the date of the first publication of this notice, or thereafter be forever barred.

Notice is further given that all persons indebted to the decedent or to the decedent’s estate are requested to make immediate payment to Peter B. Hancock and Christopher M. Hancock in care of Geittmann Larson Swift LLP, P.O. Box 1226, Jackson, Wyoming 83001.

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

DATED this 16th day of May, 2025.

Anne Kent Droppert, #7-5275
Attorney for Estate
Geittmann Larson Swift LLP
155 E. Pearl Avenue, Suite 100
P.O. Box 1226
Jackson, WY 83001
(307) 733-3923 – voice
(307) 733-3947 – facsimile
akd@glsllp.com
Publish: 05/28, 06/04, 06/11/25

Notice is hereby given that in accordance with Chapter 15-1-415 Wyoming Statutes, as amended, that Snow King Mountain Resort, LLC and BREG SK58, LLC intend to apply for a permit to subdivide property in the Town of Jackson, Wyoming. The proposed subdivision is a re-platting of Lots 58 and 59 of Grand View Lodges Third Addition to the Town of Jackson, Plat 1333, to adjust the boundaries of said lots. The project is located on 28.02 acres within NE1/4SW1/4 and the SE1/4NW1/4, Section 34, T41N, R116W, 6th P.M.

Filing for said permit will occur at a regular meeting of the Town Council of Jackson, Wyoming at the Town Council Chambers. Please contact the Town of Jackson Planning Office at (307) 733-0440 for the scheduled meeting date and additional information.
Publish: 05/28, 06/04/25

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

OF THE STATE OF WYOMING IN AND FOR TETON COUNTY

Docket No. 2025-CV-0019293

In the Matter of the Estate of)

)
KENNETH E. FAIT,)
)
Deceased.)

NOTICE OF PROBATE OF ESTATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:

You are hereby notified that on the 7th day of May, 2025, the Last Will and Testament of Kenneth E. Fait was admitted to probate by the above-named Court, and that Kenneth M. Fait and Jennifer Fait Perry were appointed as Co-Personal Representatives thereof. Any action to set aside the Will shall be filed in the Court within three months from the date of the first publication of this notice, or thereafter be forever barred.

Notice is further given that all persons indebted to said decedent or to said estate are requested to make immediate payment to the undersigned c/o Long Reimer Winegar LLP, P.O. Box 3070, Jackson, Wyoming 83001.

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

Kenneth M. Fait
Jennifer Fait Perry
CO-PERSONAL REPRESENTATIVES

ATTORNEYS FOR ESTATE
Christoher M. Reimer
Thomas L. Hartnett
Long Reimer Winegar LLP
P.O. Box 3070
Jackson, WY 83001
(307) 734-1908
Publish: 05/21, 05/28, 06/04/25

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

OF THE STATE OF WYOMING IN AND FOR TETON COUNTY

Docket No. 2025-CV-0019288

In the Matter of the Estate of)
)
HAROLD ALFRED KROEGER, JR., aka)
HAL A. KROEGER, JR., aka)
HAL A. KROEGER,)
)
Deceased.)

NOTICE OF PROBATE OF ESTATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:

You are hereby notified that on the 7th day of May, 2025 the estate of Harold Alfred Kroeger, Jr. was admitted to probate by the above-named Court, and that George F. Kroeger and Frontier Directed Fiduciary Services LLC were appointed Co-Administrators thereof.

Notice is further given that all persons indebted to said decedent or to said estate are requested to make immediate payment to the undersigned c/o Long Reimer Winegar LLP, 2120 Carey Avenue, Suite 300, Cheyenne, Wyoming 82001.

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

George F. Kroeger and
Frontier Directed Fiduciary Services LLC,
CO-ADMINISTRATORS

ATTORNEY FOR ESTATE:
Brienne K. Sherman
Long Reimer Winegar LLP
P.O. Box 87
Cheyenne, WY 82003-0087
(307) 635-0710
Publish: 05/21, 05/28, 06/04/25



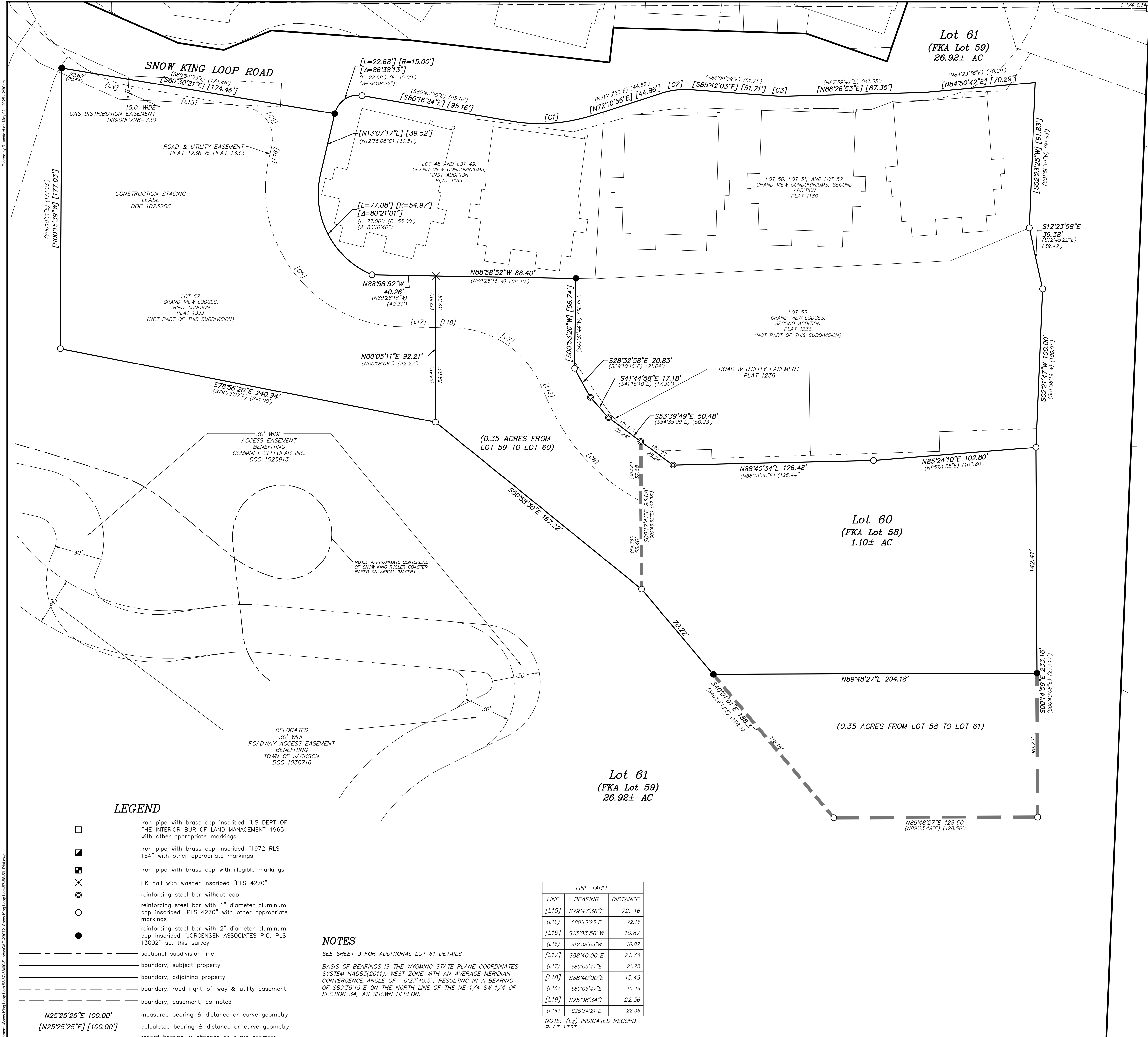
Lovingly

REMEMBERED by...

Obituaries due 9am Sunday obituaries@jhnewsandguide.com

Jackson Hole News & Guide

Plotted by RL Limited on May 12, 2025 - 2:30pm
P:\2025\23072 Snow King Loop Road & SE1/4 SW1/4 Section 34 Survey\23072 Snow King Loop Road & SE1/4 SW1/4 Section 34 Survey.dwg
P:\2025\23072 Snow King Loop Road & SE1/4 SW1/4 Section 34 Survey\23072 Snow King Loop Road & SE1/4 SW1/4 Section 34 Survey.dwg



LEGEND

- iron pipe with brass cap inscribed "US DEPT OF THE INTERIOR BUR OF LAND MANAGEMENT 1965" with other appropriate markings
- iron pipe with brass cap inscribed "1972 RLS 164" with other appropriate markings
- iron pipe with brass cap with illegible markings
- PK nail with washer inscribed "PLS 4270"
- reinforcing steel bar without cap
- reinforcing steel bar with 1" diameter aluminum cap inscribed "PLS 4270" with other appropriate markings
- reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES P.C. PLS 13002" set this survey
- sectional subdivision line
- boundary, subject property
- boundary, adjoining property
- boundary, road right-of-way & utility easement
- boundary, easement, as noted
- measured bearing & distance or curve geometry
- calculated bearing & distance or curve geometry
- record bearing & distance or curve geometry, Plat 1333

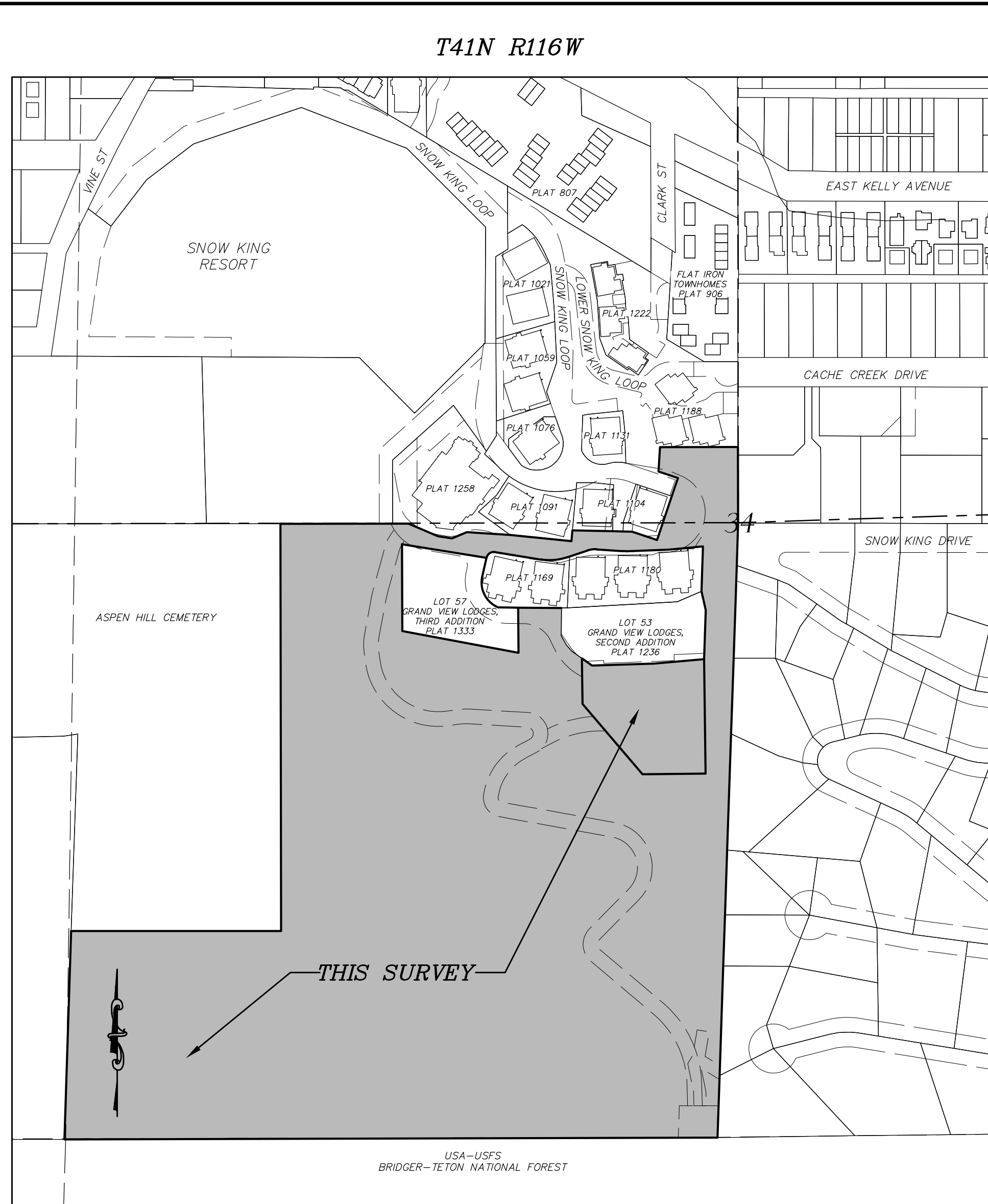
NOTES

SEE SHEET 3 FOR ADDITIONAL LOT 61 DETAILS.

BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATES SYSTEM NAD83(2011), WEST ZONE WITH AN AVERAGE MERIDIAN CONVERGENCE ANGLE OF -0°27'40.5", RESULTING IN A BEARING OF S89°36'19"E ON THE NORTH LINE OF THE NE 1/4 SW 1/4 OF SECTION 34, AS SHOWN HEREON.

LINE TABLE		
LINE	BEARING	DISTANCE
[L15]	S79°47'36"E	72.16
(L15)	S80°13'23"E	72.16
[L16]	S13°03'56"W	10.87
(L16)	S12°38'09"W	10.87
[L17]	S88°40'00"E	21.73
(L17)	S89°05'47"E	21.73
[L18]	S88°40'00"E	15.49
(L18)	S89°05'47"E	15.49
[L19]	S25°08'34"E	22.36
(L19)	S25°34'21"E	22.36

NOTE: (L#) INDICATES RECORD PLAT 1333

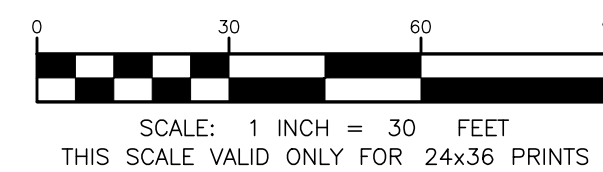


VICINITY MAP

SCALE: 1" = 200'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
[C1]	52.88	110.00	27°32'40"	N85°57'16"E	52.37
(C1)	52.88	110.00	27°32'41"	N85°50'10"E	52.37
[C2]	19.69	51.00	22°07'01"	N83°14'26"E	19.56
(C2)	19.69	51.00	22°07'01"	N82°47'20"E	19.56
[C3]	7.66	75.00	5°51'04"	S88°37'35"E	7.66
(C3)	7.66	75.00	5°51'04"	S89°04'41"E	7.66
[C4]	26.69	91.00	16°48'25"	S71°23'47"E	26.60
(C4)	26.66	91.07	16°46'35"	S71°50'06"E	26.57
[C5]	32.41	20.00	92°51'16"	S33°21'50"E	28.98
(C5)	32.41	20.00	92°51'32"	S33°47'37"E	28.98
[C6]	152.09	87.05	100°06'15"	S39°02'29"E	133.47
(C6)	152.09	87.05	100°06'07"	S39°28'16"E	133.47
[C7]	59.26	61.35	55°20'27"	S57°28'16"E	56.98
(C7)	59.25	61.35	55°20'24"	S57°54'03"E	56.98
[C8]	82.60	125.00	37°51'41"	S44°04'21"E	81.11
(C8)	82.66	125.00	37°53'25"	S44°31'03"E	81.17

NOTE: (C#) INDICATES RECORD PLAT 1333

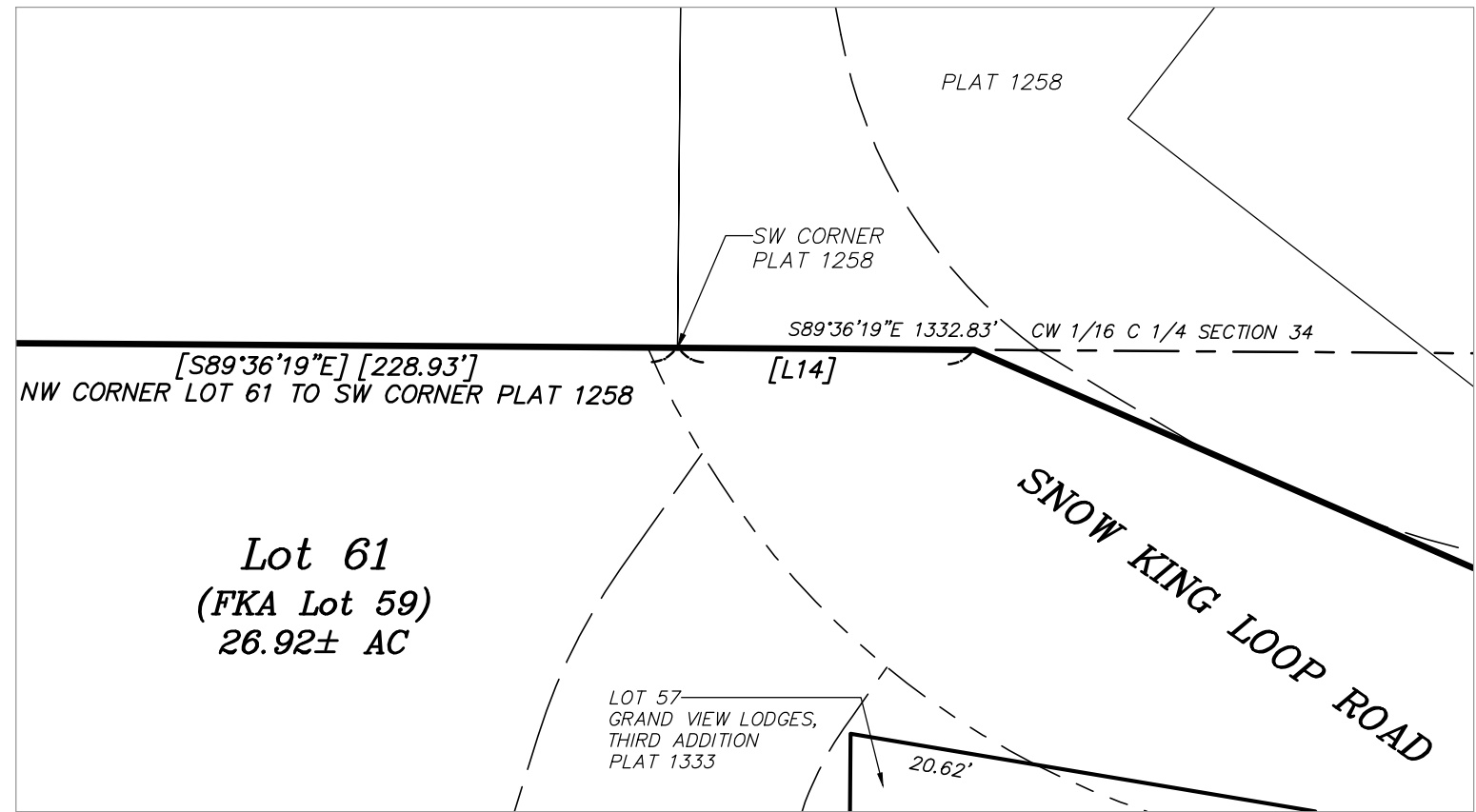


FINAL PLAT
GRAND VIEW LODGES
FOURTH ADDITION
TO THE TOWN OF JACKSON
IDENTICAL WITH
Lots 58 and 59
Grand View Lodges Third Addition
to the Town of Jackson, Plat 1333
LOCATED IN THE
NE1/4SW1/4 & SE1/4NW1/4, Section 34
T.41N., R.116W., 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 2 OF 3
LOT 60 DETAIL & VICINITY MAP
PREPARED BY: RHL
MAP PREPARED: 05/02/2025
PROJECT NUMBER: 23072.60

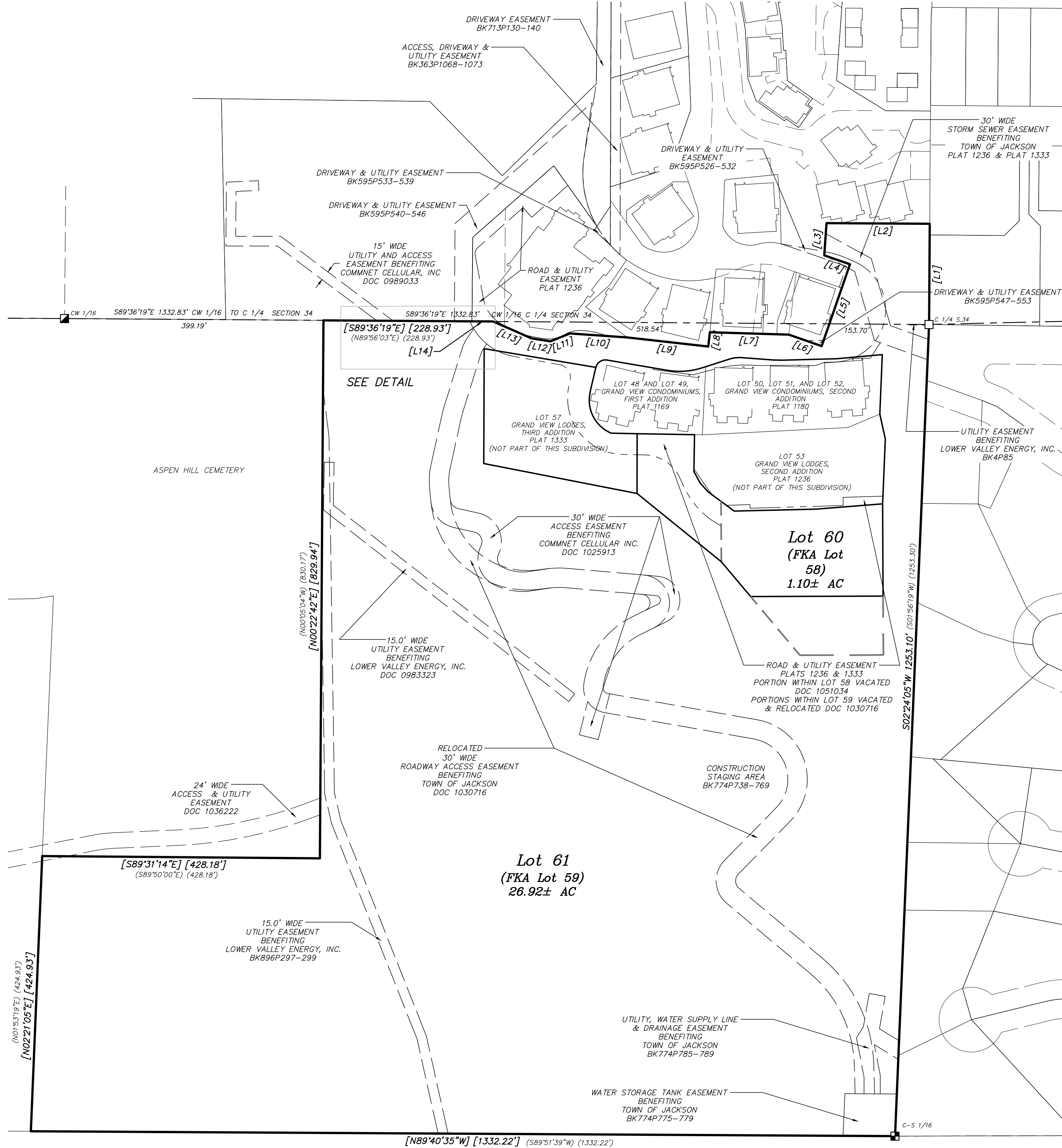
Plotted by RL Lunder on May 02, 2025 - 2:29pm
P:\23072\23072 Final Development - Snow King Loop Lot 58-59 Survey\23072 - Snow King Loop Lot 58-59.dwg Plot only

LEGEND

- iron pipe with brass cap inscribed "US DEPT OF THE INTERIOR BUR OF LAND MANAGEMENT 1965" with other appropriate markings
- iron pipe with brass cap inscribed "1972 RLS 164" with other appropriate markings
- iron pipe with brass cap with illegible markings
- × PK nail with washer inscribed "PLS 4270"
- reinforcing steel bar without cap
- reinforcing steel bar with 1" diameter aluminum cap inscribed "PLS 4270" with other appropriate markings
- reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES P.C. PLS 13002" set this survey
- sectional subdivision line
- boundary, subject property
- boundary, adjoining property
- boundary, road right-of-way & utility easement
- == boundary, easement, as noted
- measured bearing & distance or curve geometry
[N25°25'25"E] [100.00']
(N25°25'25"E) (100.00')
- calculated bearing & distance or curve geometry
record bearing & distance or curve geometry,
Plat 1333



DETAIL
SCALE: 1" = 20'

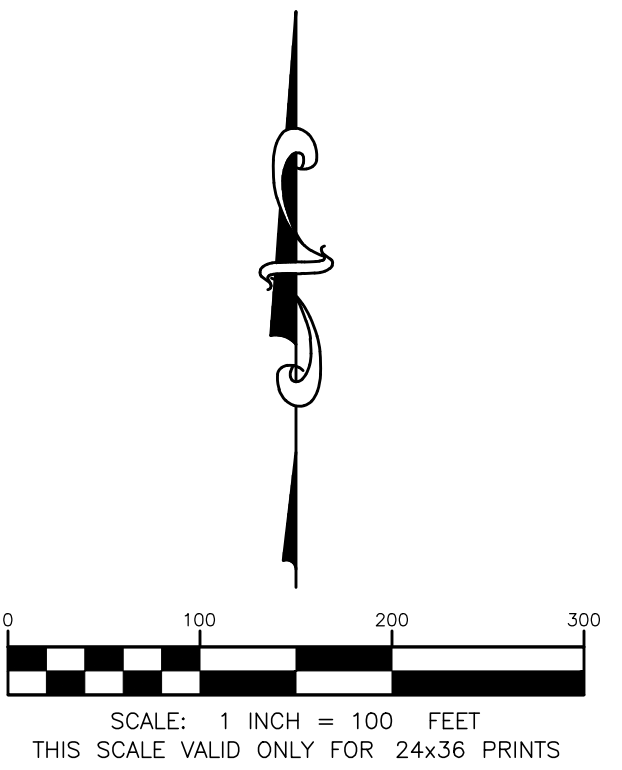


LINE TABLE		
LINE	BEARING	DISTANCE
[L1]	S00°23'06"W	155.30
(L1)	S00°04'31"E	155.30
[L2]	S89°36'45"E	159.12
(L2)	N89°55'38"E	159.12
[L3]	N04°03'13"E	49.85
(L3)	N03°35'36"E	49.85
[L4]	N70°54'02"W	42.01
(L4)	N71°21'39"W	42.01
[L5]	N19°05'58"E	133.50
(L5)	N18°38'21"E	133.50
[L6]	S70°54'02"E	53.64
(L6)	S71°21'39"E	53.64
[L7]	S88°15'22"E	121.72
(L7)	S88°42'59"E	121.72
[L8]	N06°23'15"E	22.04
(L8)	N05°55'38"E	22.04
[L9]	S83°36'45"E	125.61
(L9)	S84°04'22"E	125.61
[L10]	S85°59'52"E	88.51
(L10)	S86°27'29"E	88.51
[L11]	N68°02'34"E	32.56
(L11)	N67°34'57"E	32.56
[L12]	S81°15'11"E	29.11
(L12)	S81°42'48"E	29.11
[L13]	S66°23'06"E	65.22
(L13)	S66°50'24"E	65.21
[L14]	S89°36'19"E	32.47
(L14)	N89°56'03"E	32.47

NOTE: (L#) INDICATES RECORD PLAT 1333

NOTES

SEE SHEET 2 FOR ADDITIONAL LOT 60 AND LOT 61 DETAILS.



FINAL PLAT
GRAND VIEW LODGES
FOURTH ADDITION
TO THE TOWN OF JACKSON
IDENTICAL WITH
Lots 58 and 59
Grand View Lodges Third Addition
to the Town of Jackson, Plat 1333
LOCATED IN THE
NE1/4SW1/4 & SE1/4NW1/4, Section 34
T.41N., R.116W., 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 3 OF 3
LOT 61 DETAIL

QUITCLAIM DEED
(a portion of Lot 58)

As of _____, 2025, **BREG SK58, LLC**, a Wyoming limited liability company, as Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, and receipt of which is hereby acknowledged, CONVEYS AND QUITCLAIMS to **Snow King Mountain Resort, LLC**, a Wyoming limited liability company, whose address is P.O. Box 1846, Jackson, Wyoming, 83001-1846, as Grantee, the following described real estate, situate in the County of Teton State of Wyoming; hereby waiving and releasing under and by virtue of the homestead exemption laws of the State of Wyoming, to wit:

See **Exhibit A** attached hereto and made a part hereof by this reference;

PIDN: a portion of 22-41-16-34-3-07-002

The foregoing conveyance shall include, as to the above real property, all tenements, hereditaments, appurtenances and improvements thereunto belonging, but subject to taxes not yet due and payable, matters that would be disclosed by an inspection or survey of such property and matters of record.

Dated this _____ day of _____, 2025.

[Remainder of Page Blank]

The above Quitclaim Deed has been executed and delivered as of the date immediately stated above.

BREG SK58, LLC,
a Wyoming limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the
_____ of BREG SK58, LLC, a Wyoming limited liability company, this
_____ day of _____, 2025.

Witness my hand and official seal.

Notary Public
My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION

QUITCLAIM DEED
(a portion of Lot 59)

As of _____, 2025, **Snow King Mountain Resort, LLC**, a Wyoming limited liability company, as Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, and receipt of which is hereby acknowledged, CONVEYS AND QUITCLAIMS to **BREG SK58, LLC**, a Wyoming limited liability company, whose address is 4011 80TH Street, Kenosha, WI, 53142-4955, as Grantee, the following described real estate, situate in the County of Teton State of Wyoming; hereby waiving and releasing under and by virtue of the homestead exemption laws of the State of Wyoming, to wit:

See **Exhibit A** attached hereto and made a part hereof by this reference;

PIDN: a portion of 22-41-16-34-3-07-003

The foregoing conveyance shall include, as to the above real property, all tenements, hereditaments, appurtenances and improvements thereunto belonging, but subject to taxes not yet due and payable, matters that would be disclosed by an inspection or survey of such property and matters of record.

Dated this _____ day of _____, 2025.

[Remainder of Page Blank]

The above Quitclaim Deed has been executed and delivered as of the date immediately stated above.

Snow King Mountain Resort, LLC,
a Wyoming limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the
_____ of each of Snow King Mountain Resort, LLC, a Wyoming limited liability
company, this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public
My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION

PARTIAL VACATION OF LOTS 58 AND 59 OF PLAT 1333

WHEREAS, on the ____ day of _____, 2025, the Town Council of the Town of Jackson, Wyoming, met at a properly noticed public hearing open to the public to consider a partial vacation of Lots 58 and 59 as set forth in Plat 1333, recorded as Instrument No. 848315 on November 14, 2013 (“Plat 1333”);

WHEREAS, Plat 1333 platted Lots 58 and 59 (“Lots 58 and 59”) and certain other property;

WHEREAS, both of the current owners of Lots 58 and 59 have consented to the vacation of Lots 58 and 59 and the replatting of said lots pursuant to the configuration set forth in the application considered by the Town Council;

WHEREAS, Wyo. Stat. § 34-12-108 and the applicable Town of Jackson Land Development Regulations, Section 8.2.13.C, specifically allow the partial vacation and replat of Lots 58 and 59; and

WHEREAS, the Town Council of the Town of Jackson, Wyoming, having considered the foregoing at a properly noticed public hearing open to the public and having found in accordance with Wyo. Stat. § 34-12-108 that the vacation of Lots 58 and 59 do not abridge or destroy any of the rights and privileges of the owners and proprietors of Plat 1333, and that the proposed partial vacation of Plat 1333 is consistent with and meets the provisions of Section 8.2.13.C of the Town of Jackson Land Development Regulations, does hereby approve the partial vacation of Lots 58 and 59 as set forth on Plat 1333, and the replat of said lots as presented to the Town Council.

NOW, THEREFORE,

1. Lots 58 and 59 as set forth on Plat 1333 are hereby vacated and are to be replatted pursuant to the replat of said lots as presented to the Town Council; and

2. the Town Council of the Town of Jackson hereby respectfully requests that the Teton County Clerk write in plain legible letters across Lots 58 and 59 as set forth on Plat 1333 the word “vacated,” and also make a reference on Plat 1333 to the instrument number at which this instrument of partial vacation is recorded, pursuant to Wyo. Stat. § 34-12-110.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The foregoing Partial Vacation of Lots 58 and 59 of Plat 1333 has been executed as of the date first set forth above.

TOWN OF JACKSON

By: _____
Arne Jorgensen, Mayor

Attest: _____
Riley Hovorka, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Arne Jorgensen, as Mayor of the Town of Jackson, and Riley Hovorka, as Town Clerk, on this ____ day of _____, 2025.

WITNESS, my hand and official seal.

Notary Public
My Commission expires:_____

In accordance with Wyo. Stat. §34-12-108, the partial vacation of Lots 58 and 59 of Plat 1333 does not abridge or destroy any of the rights and privileges of the owners and proprietors of Plat 1333.

BREG SK58, LLC,
a Wyoming limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the
_____ of BREG SK58, LLC, a Wyoming limited liability company, this _____
day of _____, 2025.

Witness my hand and official seal.

Notary Public
My commission expires: _____

[signatures continue on following page]

In accordance with Wyo. Stat. §34-12-108, the proposed vacation of Lots 58 and 59 of Plat 1333 does not abridge or destroy any of the rights and privileges of the owners and proprietors of Plat 1333.

Snow King Mountain Resort, LLC,
a Wyoming limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the
_____ of each of Snow King Mountain Resort, LLC, a Wyoming limited liability
company, this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public
My commission expires: _____

CONFIRMATION OF LOCATION OF ALLOCATION OF
DEVELOPMENT RIGHTS AS TO LOT 58 (ADJUSTED)

This Confirmation of Location of Allocation of Development Rights as to Lot 58 (Adjusted) (“**Agreement**”) is made to be effective as of _____, 2025 and is executed, delivered and recorded by BREG SK58, LLC, a Wyoming limited liability company (“**BREG SK58**”).

RECITALS

A. The Town of Jackson, Wyoming has approved the partial vacation and replat of Lot 58 as was platted pursuant to Plat 1333, recorded in the office of the Teton County Clerk on November 14, 2013 as Instrument No. 848315. Lot 58, as platted pursuant to Plat 1333, is referred to in this Agreement as the “**Previous Lot 58 Alignment**.”

B. In conjunction with the partial vacation and replat of the Previous Lot 58 Alignment, BREG SK58 and Snow King Mountain Resort, LLC, a Wyoming limited liability company, have replatted the property legally described on **Exhibit A** to this Agreement (“**Lot 58 (Adjusted)**”), and have executed quitclaim deeds that will result in BREG SK58 owning Lot 58 (Adjusted). The replat of the Previous Lot 58 Alignment as Lot 58 (Adjusted) is referred to in this Agreement as the “**Replat**.”

C. The Snow King Planned Resort District Master Plan, attached to that certain Affidavit Affecting Title recorded in the office of the Teton County Clerk on July 19, 2001, in Book 429 of Photo, Pages 1-211 as Document No. 547519, as it has been amended, specifies a limited number of average peak occupancies (“**APOs**”) and maximum building floor area (“**FAR**”) for development within the Snow King Planned Resort District (the “**District**”).

D. Pursuant to that certain Transfer and Allocation of Development Rights dated August 30, 2023 which was recorded in the office of the Teton County Clerk on August 30, 2023, as Instrument No. 1066438 (the “**2023 Allocation Agreement**”), forty-six (46) APOs and 30,000 square feet of FAR (the “**Lot 58 Allocation**”) were transferred to BREG SK58 as the owner of the Previous Lot 58 Alignment.

E. BREG SK58 desires to allocate and confirm that the Lot 58 Allocation is transferred and allocated to BREG SK58 as the owner of Lot 58 (Adjusted), in conjunction with and effective upon the Replat.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned agrees as follows, effective in conjunction with the Replat:

1. Transfer and Allocation of APOs. BREG SK58 hereby confirms, transfers and allocates to BREG SK58 a total of forty-six (46) APOs that were allocated to BREG SK58 pursuant to the 2023 Allocation Agreement, which forty-six (46) APOs attach and relate solely to Lot 58 (Adjusted).

2. Transfer and Allocation of Building Floor Area. BREG SK58 hereby confirms, transfers and allocates to BREG SK58 a total of 30,000 square feet of building FAR that was allocated to BREG SK58 pursuant to the 2023 Allocation Agreement, which 30,000 square feet of building FAR attaches and relates solely to Lot 58 (Adjusted).

3. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of BREG SK58. BREG SK58 may freely convey, assign, transfer and allocate the rights and entitlements conveyed hereunder to subsequent purchasers of any part or all of the Property or to other owners of property within the District.

4. Recordation. This Agreement shall be recorded in the land records of the Office of the Clerk of Teton County, Wyoming.

5. Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming.

6. Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON SUBSEQUENT PAGES]

EXHIBIT A
Legal Description of Lot 58 (Adjusted)

[_____]

PIDNs: a portion of 22-41-16-34-3-07-002 and a portion of 22-41-16-34-3-07-003

**SOIL NAIL ENCROACHMENT AND CONSTRUCTION ACCESS AGREEMENT
FOR THE BENEFIT OF LOT 58 (ADJUSTED)**

THIS SOIL NAIL ENCROACHMENT AND CONSTRUCTION ACCESS AGREEMENT FOR THE BENEFIT OF LOT 58 (ADJUSTED) (“**Agreement**”), is entered into as of _____, 2025, by and between BREG SK58, LLC, a Wyoming limited liability company (“**Lot 58 Owner**”) and Snow King Mountain Resort, LLC, a Wyoming limited liability company (“**SKMR**”).

RECITALS

A. Lot 58 Owner owns that certain parcel of land known and legally described as follows (“**Lot 58**”):

Lot 58 (Adjusted) of Grand View Lodges Fourth Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on _____ as Plat No. _____.

PIDNs: a portion of 22-41-16-34-3-07-002 and a portion of 22-41-16-34-3-07-003

B. SKMR owns that certain parcel of land known and legally described as follows (“**SKMR Lot 59**”):

Lot 59 (Adjusted) of Grand View Lodges Fourth Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on _____ as Plat No. _____.

PIDNs: a portion of 22-41-16-34-3-07-003 and a portion of 22-41-16-34-3-07-002

C. In order to provide for the orderly construction of improvements on Lot 58, SKMR has agreed to grant certain rights to Lot 58 Owner for the benefit of Lot 58 pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and good and valuable consideration, the receipt of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

1. **Soil Nail Encroachment.** SKMR agrees that Lot 58 Owner, for the benefit of Lot 58, is hereby granted an easement to place and then maintain, on a nonexclusive basis, soil nails or a similar shoring system (collectively, “**Shoring**”) beyond the boundary line of Lot 58 within a fifty (50)’ foot] strip of SKMR Lot 59 extending from and along the southern boundary of Lot 58, in a manner that encroaches and rests within the subsurface of SKMR Lot 59 to the extent reasonably necessary for constructing and stabilizing improvements on Lot 58, as such improvements may be approved by the Town of Jackson in compliance with the Snow King Master Development Plan. Lot 58 Owner agrees that prior to the installation of any Shoring, Lot 58 Owner shall provide SKMR with Shoring plans prepared and stamped by a professional engineer licensed in the state of Wyoming, which shall be subject to SKMR’s approval, not to be unreasonably delayed, denied or withheld. All Shoring performed by Lot 57 Owner shall comply with all applicable law.

2. **Construction Access.** SKMR hereby grants to Lot 58 Owner, for use by Lot 58 Owner and Lot 58 Owner’s members, managers, officers, agents and employees, contractors, subcontractors, material suppliers, successors and assigns, a non-exclusive, temporary right of access (the “**Construction Access**”) over, on and across a twenty (20)’ foot strip of SKMR Lot 59 extending from and along the southern and

eastern boundaries of Lot 58, for access to and during the construction of improvements on Lot 58 as they may be constructed and reconstructed from time to time.

3. **Indemnity.** Lot 58 Owner agrees to indemnify, defend, protect, and hold harmless SKMR and its members, managers, officers, agents and employees from and against any and all actions, claims, costs, damages, demands, expenses, fines, injuries, judgments, liabilities, losses, penalties, or suits including, without limitation, attorneys' fees and costs made by third parties and arising from any act by, or negligence of, Lot 58 Owner or its agents, contractors, subcontractors, members, managers, officers, agents, or employees in relation to (1) the installation or maintenance of the Shoring or (2) the use of the Construction Access rights pursuant to this Agreement.

4. **Insurance.** Prior to the commencement of construction or other access on SKMR Lot 59 by or at the direction of Lot 58 Owner, Lot 58 Owner will maintain and deliver to SKMR a certificate of insurance that evidences Lot 58 Owner's commercial general liability insurance coverage in amounts not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and that names SKMR as an additional insured. All general liability coverages shall be provided on an occurrence policy form.

5. **Liens.** Lot 58 owner shall not permit or suffer any lien to be imposed upon or to accrue against SKMR or SKMR Lot 59, resulting from Lot 58 Owner's exercise of its rights under this Agreement. Lot 58 Owner shall indemnify, defend and hold harmless SKMR and the Lot 58 Owner Parcel from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Lot 58 Owner and, in the event that any such lien shall arise or accrue against SKMR or SKMR Lot 59, Lot 58 Owner shall promptly take action to remove and clear any lien upon notice thereof.

6. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

7. **Severability.** Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect. Neither of the parties under this Agreement is the agent of the other, or otherwise authorized to represent or bind the other.

8. **Law Governing.** The laws of the State of Wyoming shall govern the terms of this Agreement both as to interpretation and performance.

9. **Captions and Paragraph Headings.** Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

10. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns. This Agreement shall run with the land and burden and benefit Lot 58 and SKMR Lot 59.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and electronically submitted (via email) copies of this executed Agreement shall be effective and conclusive proof of execution for all purposes.

[signatures follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

BREG SK58, LLC,
a Wyoming limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
)ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the
_____ of BREG SK58, LLC, a Wyoming limited liability company, this
_____ day of _____, 2025.

Witness my hand and official seal.

Notary Public
My commission expires: _____

[signatures continue on following page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

SNOW KING MOUNTAIN RESORT, LLC,
a Wyoming limited liability company

By: _____

Name: _____

Title: _____

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as the
_____ of Snow King Mountain Resort, LLC, a Wyoming limited liability
company, this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public
My commission expires: _____

TO WIT:

The undersigned officer of Southport Services Corporation, a Wyoming corporation,
being first duly sworn, deposes and says:

THAT the undersigned has examined a copy of the plat prepared _____, last revised _____ of GRAND VIEW LODGES FOURTH ADDITION TO THE TOWN OF JACKSON, being a re-plat of Lots 58 and 59 of Grand View Lodges Third Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1333, and being located within NE1/4SW1/4 and the SE1/4NW1/4 of Section 34, T.41N., R.116W., 6th P.M., Teton County, Wyoming;

THAT said Southport Services Corporation, is holder of a mortgage on a portion of the lands depicted on said plat of GRAND VIEW LODGES FOURTH ADDITION TO THE TOWN OF JACKSON and described under the Certificate of Surveyor and Certificate of Owner on said plat;

THAT, in the name of and on behalf of said Southport Services Corporation, the undersigned acknowledges, accepts, and consents to the subdivision of land depicted on said plat of GRAND VIEW LODGES FOURTH ADDITION TO THE TOWN OF JACKSON and described in said Certificate of Owner.

SOUTHPORT SERVICES CORPORATION,
a Wyoming corporation

By: _____

Print Name: _____

Print Title: _____

STATE OF _____)
_____) s.s.
COUNTY _____)

On this _____ day of _____, 2025 before me, the undersigned, a
Notary Public in and for said State, personally appeared _____
acting as _____

_____ of Southport Services Corporation, a Wyoming corporation,
who being duly sworn acknowledged that this instrument was signed on behalf of and by authority
of said Southport Services Corporation as its free act and deed.

WITNESS my hand and official seal.

Notary Public

My commission expires:

**AFFIDAVIT OF
ACKNOWLEDGMENT AND ACCEPTANCE
OF PLAT
GRAND VIEW LODGES FOURTH ADDITION TO THE TOWN OF JACKSON**

The undersigned acting in their authorized capacity as Authorized Member of 76th Street Kenosha, LLC, Sole Member of BREG SK58, LLC a Wyoming limited liability company, being first duly sworn deposes and says:

THAT the undersigned, acting for and on behalf of said BREG SK58, LLC, has examined a copy of that plat prepared _____, last revised on _____, of Grand View Lodges Fourth Addition to the Town of Jackson, being identical with Lots 58 and 59 of Grand View Lodges Third Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1333 and being located in the NE1/4SW1/4 and SE1/4NW1/4 of Section 34, Township 41 North, Range 116 West;

THAT said BREG SK58, LLC is the owner and proprietor of Lot 58 depicted on said plat of Grand View Lodges Third Addition to the Town of Jackson and, as reconfigured, described under the Certificate of Surveyor and Certificate of Owner on said plat of Grand View Lodges Fourth Addition to the Town of Jackson;

THAT the undersigned acknowledges that the subdivision of land depicted on said plat of Grand View Lodges Fourth Addition to the Town of Jackson and described in said Certificate of Owner is with the free consent and in accordance with the desires of said BREG SK58, LLC; and

THAT the undersigned intends that their signature to and the recording of this Affidavit in the Office of the Clerk of Teton County, Wyoming shall have the same force and effect as their signature in their authorized capacity as Authorized Member of 76th Street Kenosha, LLC, Sole Member of said BREG SK58, LLC to the Certificate of Owner as contained on said plat of Grand View Lodges Fourth Addition to the Town of Jackson.

BREG SK58, LLC,
a Wyoming limited liability company

By: Stephen R. Mills, Authorized Member of 76th Street Kenosha, Sole Member

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed and sworn before me on this _____ day of _____, 2025 by
Stephen R. Mills acting in their authorized capacity as Authorized Member of 76th Street
Kenosha, LLC, Sole Member of BREG SK58, LLC, a Wyoming limited liability company.

WITNESS my hand and official seal.

Notary Public
My Commission Expires:

**AFFIDAVIT OF
ACKNOWLEDGMENT AND ACCEPTANCE
OF PLAT
GRAND VIEW LODGES FOURTH ADDITION TO THE TOWN OF JACKSON**

The undersigned acting in their authorized capacity as President of Snow King Mountain Resort, LLC, a Wyoming limited liability company, being first duly sworn depose and say:

THAT the undersigned, acting for and on behalf of said Snow King Mountain Resort, LLC, have examined a copy of that plat prepared _____, last revised on _____, of Grand View Lodges Fourth Addition to the Town of Jackson, being identical with Lots 58 and 59 of Grand View Lodges Third Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1333 and being located in the NE1/4SW1/4 and SE1/4NW1/4 of Section 34, Township 41 North, Range 116 West;

THAT said Snow King Mountain Resort, LLC is the owner and proprietor of Lot 59 depicted on said plat of Grand View Lodges Third Addition to the Town of Jackson and, as reconfigured, described under the Certificate of Surveyor and Certificate of Owner on said plat of Grand View Lodges Fourth Addition to the Town of Jackson;

THAT the undersigned acknowledges that the subdivision of land depicted on said plat of Grand View Lodges Fourth Addition to the Town of Jackson and described in said Certificate of Owner is with the free consent and in accordance with the desires of said Snow King Mountain Resort, LLC; and

THAT the undersigned intends that their signature to and the recording of this Affidavit in the Office of the Clerk of Teton County, Wyoming shall have the same force and effect as their signatures in their authorized capacity as President of said Snow King Mountain Resort, LLC to the Certificate of Owner as contained on said plat of Grand View Lodges Fourth Addition to the Town of Jackson.

Snow King Mountain Resort, LLC
a Wyoming limited liability company

By: Ryan Stanley, President

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed and sworn before me on this _____ day of _____, 2025 by
Ryan Stanley acting in their authorized capacity as President of Snow King Mountain Resort,
LLC.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: