



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

Teton County

- Planning Division
- Engineer

- Surveyor- *Nelson*
- Assessor
- Clerk and Recorder
- Road and Levee
- Housing Authority

State of Wyoming

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

Federal Agencies

- Army Corp of Engineers

Utility Providers

- Qwest
- Lower Valley Energy
- Bresnan Communications

Special Districts

- START
- Jackson Hole Fire/EMS
- Irrigation Company

<p>Date: July 18, 2016</p> <hr/> <p>Item #: P16-083</p> <hr/> <p>Planner: Paul Anthony</p> <p>Phone: 733-0440 ext. 1303</p> <p>Fax: 734-3563</p> <p>Email: panthony@ci.jackson.wy.us</p> <hr/> <p>Applicant: Pierson Land Works, LLC George Putnam Po Box 1143 Jackson, WY 83001 307-733-5429</p> <p>Owner: Rzeka, LLC PO Box 184 Stillwater, MN 55082 Dcseenn@icloud.com 612-328-0009</p>	<p style="text-align: center;">REQUESTS:</p> <p>The applicant is submitting a request for a Development Option Plan, Subdivision Plat for the property located at 1200 S. Highway 89, legally known as PT SW1/4NW1/4, SEC. 5, TWP. 40, RNG. 116.</p> <p>For questions, please call Paul Anthony at 733-0440, x1303 or email to the address shown below. Thank you.</p>
<p>Please respond by: August 1, 2016 (for Sufficiency) August 8, 2016 (with Comments)</p>	

RESPONSE: For Departments not using Trak-it, please send responses via email to: jcarruth@ci.jackson.wy.us

July 18, 2016

we define, design & deliver
the places where you play, live & work



Town of Jackson
Planning and Building Department
P.O. Box 1687
Jackson, WY 83001

RE: Subdivision Plat Application for Farmhouse Live Work Townhomes Addition to the Town of Jackson – 1200 S. Highway 89

Dear Planning,

Attached are submittal materials for a Subdivision Plat Application for a townhouse plat we are submitting on behalf of Rzeka, LLC.

Please find twelve (12) copies of the following for your review:

1. Subdivision Plat Application
2. Application fee for \$1,000
3. Letter of Justification
4. Letter of Authorization
5. Notice of Intent to Subdivide publication
6. Copy of WYDOT permits and agreements
7. Title Report
8. Draft Declaration of Covenants, Conditions and Restrictions
9. Draft Subdivision Improvement Agreement
10. Proposed Final Plat of the Farmhouse Live Work Townhomes Addition to the Town of Jackson
11. Lot Closure Letter/report
12. One digital copy (CD)

We look forward to hearing from you upon your sufficiency determination.

Sincerely,

A handwritten signature in blue ink, appearing to read 'George Putnam', is positioned above the printed name.

George Putnam
Pierson Land Works LLC
Enclosures:



PLANNING PERMIT APPLICATION
Planning & Building Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
 P.O. Box 1687 | fax: (307) 734-3563
 Jackson, WY 83001 | www.townofjackson.com

For Office Use Only

Fees Paid _____

Check # _____ Credit Card _____ Cash _____

Application #s _____

PROJECT.

Name/Description: FarmHouse Addition / Townhouse Plat

Physical Address: 1200 S. Highway 89

Lot, Subdivision: Pt; SW1/4 NW1/4, Section 5, T40N, R117W PIDN: 22-40-16-05-2-00-006

OWNER.

Name: Rzeka, LLC Phone: 612-328-0009

Mailing Address: PO Box 184, Stillwater, MN ZIP: 55082

E-mail: dcsenn@icloud.com

APPLICANT/AGENT.

Name: George Putnam, Pierson Land Works LLC Phone: 307-733-5429

Mailing Address: PO Box 1143, Jackson, WY ZIP: 83001

E-mail: george@plwllc.com

DESIGNATED PRIMARY CONTACT.

Owner Applicant/Agent

TYPE OF APPLICATION. *Please check all that apply; see Fee Schedule for applicable fees.*

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

PRE-SUBMITTAL STEPS. Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department. **If this application is amending a previous approval, indicate the original permit number.**

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

SUBMITTAL REQUIREMENTS. Twelve (12) hard copies and one (1) digital copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department.. 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.

Have you attached the following?

- Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.
- 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. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.
- Response to Submittal Checklist.** All applications require response to applicable review standards. These standards are outlined on the Submittal Checklists for each application type. If a pre-application conference is held, the Submittal Checklists will be provided at the conference. If no pre-application conference is required, please see the Administrative Manual for the applicable Checklists. The checklist is intended as a reference to assist you in submitting a sufficient application; submitting a copy of the checklist itself is not required.

FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

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 Owner or Authorized Applicant/Agent
George Putnam *PERSON LAND WORKS, LLC*

Name Printed

7/15/16

Date
Senior Planner

Title

LETTER OF AUTHORIZATION

Rzeka, LLC, "Owner" whose address is: PO Box 184,

Stillwater, MN 55082

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Rzeka, LLC, as the owner of property

more specifically legally described as: A portion of Lot 4 and the SW1/4 NW1/4 of Section 5, T40N, R116W, Teton County WY

(If too lengthy, attach description)

HEREBY AUTHORIZES Pierson Land Works LLC as

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

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

OWNER:

[Handwritten Signature]

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Manager, Rzeka, LLC

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

STATE OF Minnesota)
)SS.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me by Darren Senn this 13 day of May, 200~~8~~6

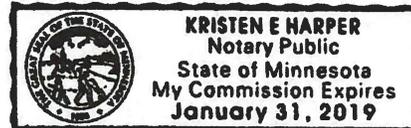
WITNESS my hand and official seal.

[Handwritten Signature: Kristen E Harper]

(Notary Public)

My commission expires:

(Seal)



SPECIAL WARRANTY DEED

John P. Giovale and Wells Fargo Bank, N.A., as Co-Trustees of the John Giovale A. M. Hafey GST Trust created under the Art Hafey Revocable Trust dated April 28, 1992, and Joseph John Giovale and Wells Fargo Bank, N.A., Co-Trustees of the Joe Giovale A. M. Hafey GST Trust created under the Art Hafey Revocable Trust dated April 28, 1992, GRANTORS, of Teton County, Wyoming, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEY AND WARRANT Rzeka, LLC, a Wyoming limited liability company, GRANTEE, whose address is 1335 S. Park Lane, Suite 2, Tempe, Arizona 85281, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

A portion of Lot Four (4) and the SW¼ NW¼ of Section 5, Township 40 North, Range 116 West, Teton County, Wyoming, described as follows:

Beginning at a point 96.1 feet East and 969 feet South of the Northwest Corner of the aforesaid Section 5, thence South 396 feet, thence East 110 feet, thence North 396 feet, thence West 110 feet to the point of beginning.

PIN #22-40-16-05-2-00-006

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of record.

Grantors shall and will specially warrant that the title to the aforesaid property is free from defects or encumbrances created or suffered by Grantors and will forever defend the property conveyed by the within deed, and every part thereof, against every person lawfully claiming the same, or any part thereof, by, through, or under Grantors, and no other.

WITNESS my hand this 27th day of June, 2013.

GRANTOR: GIOVALE, JOHN P ET AL TRUSTEE
 GRANTEE: RZEKA LLC
 Doc 0839606 bk 847 pg 694-696 Filed At 16:30 ON 07/02/13
 Sherry L. Daigle Teton County Clerk fees: 18.00
 By Michele Fairhurst Deputy

John Giovale A. M. Hafey GST Trust created under the Art Hafey Revocable Trust dated April 28, 1992.
John P. Giovale, CO TRUSTEE
 John P. Giovale, Co-Trustee

STATE OF Arizona
 COUNTY OF Cocino

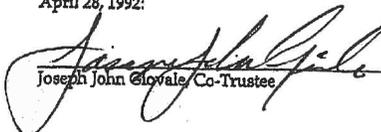
The foregoing instrument was acknowledged before me this 27th day of June, 2013 by John P. Giovale as Co-Trustee of the John Giovale A. M. Hafey GST Trust created under the Art Hafey Revocable Trust dated April 28, 1992.

OFFICIAL SEAL
BRYSON McCUTCHEON
 NOTARY PUBLIC - STATE OF ARIZONA
 COCONINO COUNTY
 My commission expires July 06, 2016.

Bryson McCutcheon
 Notary Public
 My Commission Expires: July 6, 2016

WITNESS my hand this 27th day of JUNE, 2013.

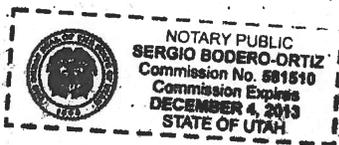
Joe Giovale A. M. Hafey GST Trust created
under the Art Hafey Revocable Trust dated
April 28, 1992:


Joseph John Giovale, Co-Trustee

STATE OF UTAH
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 27 day of
JUNE, 2013 by Joseph John Giovale as Co-Trustee of the Joe Giovale A. M.
Hafey GST Trust created under the Art Hafey Revocable Trust dated April 28, 1992.

WITNESS my hand and official seal.




Notary Public
My Commission Expires: DECEMBER 4, 2013

WITNESS my hand this 27 day of JUNE, 2013.

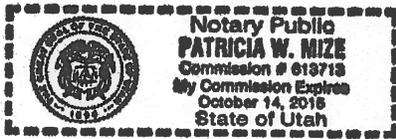
John Giovale A. M. Hafey GST Trust created under the Art Hafey Revocable Trust dated April 28, 1992:

Todd P. Fuller
Wells Fargo Bank, N.A., Co-Trustee
By: Todd P. Fuller, A.V.P.

STATE OF UTAH
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 27 day of JUNE, 2013 by Todd P. Fuller as A.V.P. of Wells Fargo Bank, N.A. as Co-Trustee of the John Giovale A. M. Hafey GST Trust created under the Art Hafey Revocable Trust dated April 28, 1992.

WITNESS my hand and official seal.



Patricia W. Mize
Notary Public
My Commission Expires: 10-14-2015

WITNESS my hand this 27 day of JUNE, 2013.

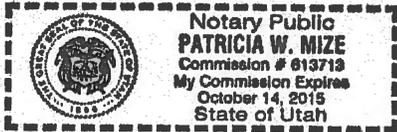
Joe Giovale A. M. Hafey GST Trust created under the Art Hafey Revocable Trust dated April 28, 1992:

Todd P. Fuller
Wells Fargo Bank, N.A., Co-Trustee
By: Todd P. Fuller, A.V.P.

STATE OF UTAH
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 27 day of JUNE, 2013 by Todd P. Fuller as A.V.P. of Wells Fargo Bank, N.A. as Co-Trustee of the Joe Giovale A. M. Hafey GST Trust created under the Art Hafey Revocable Trust dated April 28, 1992.

WITNESS my hand and official seal.



Patricia W. Mize
Notary Public
My Commission Expires: 10-14-2015

Rzeka, LLC
Farmhouse Live Work Townhome Addition
Letter of Justification

APPLICANT: Rzeka, LLC

OWNER: Same as Applicant

REPRESENTATIVE: Pierson Land Works LLC

PROPERTY LOCATION: 1200 S. Highway 89.

DESCRIPTION OF PROPERTY: The subject property consists of one unplatted tract approximately 1 acre in size and is currently zoned PUD having received approval from the Town Council on August 18, 2014. The site is flat and bordered on the north by private commercial property, the east by private residential lots and Flat Creek, to the south by Flat Creek and to the west by South US Highway 89.

DESCRIPTION OF PROPOSAL: The applicant is requesting final plat approval of 15 townhouse lots and one common area lot as contemplated by the Planned Unit Development (PUD) as approved and memorialized in that Affidavit and Agreement between the Town of Jackson and Rzeka, LLC on file in the Office of the Clerk in Book 883 of Photo, pages 423-445. The proposed project will create 15 live work units and one common area lot and associated parking. Access is provide from South Highway 89 via access permits with Wyoming Department of Transportation.

In accordance with the conditions of approval of the Development Permit for Planned Unit Development the applicant has included language in the Covenants, Conditions, and Restrictions to be recorded concurrently with the plat that will restrict the use of the units to live/work use definition prevent altering this condition without Town of Jackson approval. Additionally, a WYDOT access permit has been obtained and landscape permit submitted. A copy is attached to this application.

A Subdivision Improvement Agreement (SIA) is proposed and included with the application, however, should a Certificate of Occupancy be issued prior to Final Plat recordation it is understood the SIA would not be needed.

Jackson Hole News & Guide
PROOF OF PUBLICATION

COUNTY OF TETON
THE STATE OF WYOMING

Kevin Olson

Being duly sworn, deposes and says that he is the Publisher of the JACKSON HOLE NEWS & GUIDE, weekly newspaper published in Jackson in said county and state, and that the annexed Notice was published in 2 consecutive issues of said newspaper and not in a supplement, the first publication thereof being on June 22, 2016

Kevin Olson

Subscribed in my presence and sworn to before me this 29 Day of June, 2016.

Kathleen M. Godines

KATHLEEN M. GODINES
STATE OF WYOMING
COUNTY OF TETON
NOTARY PUBLIC
MY COMMISSION EXPIRES Jan 29 2020

Fee for publication \$ 72.80 Charge to the following:

Account No: 13205 Name: Pierson Land Works

Address: PO Box 1143 Jackson WY 83001

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that in accordance with Chapter 18-5-306 Wyoming Statutes, 1977, as amended, that Rzezna,

LLC, thereto, owner of a portion of Lot 4, and the SW1/4 NW1/4 of Section 5, T40N, R116W, Teton County, Wyoming, intends to apply for a permit for a townhouse plat. The project is generally located at 1200 S. Highway 89, Town of Jackson.

Filing for said permit will occur at a regular meeting of the Town Council in the council chambers at the Town Hall. Please contact the Town Planning Department at (307) 733-0440 for the scheduled meeting date and additional information.

Publish: 06/23, 06/29/16



WYOMING DEPARTMENT OF TRANSPORTATION
ACCESS PERMIT

Permit Number: TE-01Z-26105	
First Name: Rzeka, LLC.	Last Name: Darren Senn
Approach Width: 21'	Radius: 9.5'
Surface Type: Asphalt <input checked="" type="checkbox"/> Paved <input type="checkbox"/> Unpaved <input type="checkbox"/> Right of Way Ditch	
Drainage Structure Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Flared Ends: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Diameter or Width: Match existing	Length: 8:1 Type: Valley Gutter
Access Type: <input type="checkbox"/> Field <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Major	
Milepost: 152.18 <input checked="" type="checkbox"/> Right <input type="checkbox"/> Left	
Section: 5	Township: 40N Range: 116W
Highway Number: US 26/89/189/191	
Entrance Type: Both	Side of Highway: East
Latitude:	Longitude:

MAINTENANCE DIVISION :
COMMENTS:

[Signature] Maint Foreman 9/30/14
Signature Title Date

DISTRICT TRAFFIC ENGINEERING:
REQUIREMENTS / COMMENTS:

- Install access per attached plans.
- Remove existing access and install side walk improvements, curb & gutter, landscaping within ROW per attached plans

v

Applicant
Copy
Rzeka, LLC

Lara L. Finley District Traffic Tech Aug 26, 2014
Signature Title Date

Don D. Walker 9/26/14
District Traffic Engineer Date

Wyoming Department of Transportation
Landscape Agreement



1. APPLICANT

This Landscape Agreement (hereinafter referred to as "Agreement") is made and entered into by and between **The Wyoming Department of Transportation (DEPARTMENT)**, whose address is 5300 Bishop Blvd., Cheyenne WY 82009-3340,

and RZEKA, LLC, Applicant
whose address is PO BOX 184 STILLWATER WY 55082
Street City State Zip

I HEREBY REQUEST PERMISSION TO:

PROVIDE IRRIGATED SOO/TURF WITHIN THE WYDOT R.O.W.
AT THE LOCATION BELOW IN CONNECTION WITH
THE DEVELOPMENT AT THAT LOCATION

2. LOCATION

Highway Route: <u>US 26/89/189/191</u>	Maintenance Section:	Mile Post/RM: <u>152.18</u>
County: <u>TETON</u>	Side: <input checked="" type="checkbox"/> Right <input type="checkbox"/> Left	
GPS Coordinates (decimals of degrees)	Latitude (N):	Longitude (W or -):
Section: <u>5</u>	Township: <u>40N</u>	Range: <u>116 W</u>

3. RESPONSIBILITIES OF APPLICANT

- Shall keep the disturbed area to a minimum and restore all disturbed areas to an acceptable condition.
- Shall keep the alignment and grade, materials, land ties, and Mile Post/RM locations as shown on the attached sketch or plan sheet dated 05/20/14 and marked Exhibit "A", "etc.", made a part hereof.
- This Agreement will not be modified without the consent of the DEPARTMENT.
- Shall conform to the standards for traffic control outlined in the Traffic Control for Roadway Work Operations (RWOM). Standards developed by the Applicant may be substituted for the RWOM if they have been approved by the State Traffic Engineer, Operations. The Applicant must cease all operations if the traffic control standards are not met.

Applicant's Initial Here:

Applicant's Initial Here:

- Shall forever indemnify the DEPARTMENT and save it harmless from all liability for damage to property or injury to or death of person, including all costs and expenses related thereto, arising wholly or in part or in connection with the existence of construction, alterations, repairs, renewals, uses or removals of the Facility as they pertain to any State or Federal highway.
- Shall insure the profile grade of the landscaping shall be constructed as indicated on the attached sketch or plan and shall in no case be graded or maintained such that water will drain onto the highway surface. Nor shall any sprinkler system spray or drain onto the highway surface.
- Shall note this permit becomes **VOID** if construction is not completed within _____ days after approval date. Schedule is to be provided by the constructing entity/applicant prior to construction.
- Shall contact the Maintenance Area Crew Leader at _____, Wyoming before any work begins and after the work is completed. Contact phone number is: _____
- Shall insure all disturbed areas are returned to acceptable condition. All surface debris, as a result of construction activities are to be removed from the right-of-way. Pictures are to be taken of the area before construction begins to document existing conditions.
- The Applicant shall be responsible for any damage to the highway surface and/or subgrade and its appurtenances as a result of this installation. Damage repair costs shall be the responsibility of the Applicant at any time such damage occurs.
- Shall have all trenching backfilled and compacted daily. No open trenching is to be left overnight without adequate trenching protection.
- Shall provide information specifying the name, location and contact information including cell phone of an individual who will be representing the Applicant on the job and is capable of instituting immediate changes in traffic control or work operations to bring them into compliance with the Agreement.
- No materials or equipment will be stockpiled or parked within the safety clear zone within R/W. Contact WYDOT to learn of the clear zone distance.
- No work will be conducted from the roadway surface.
- The upkeep and maintenance of the landscaped area is the responsibility of the applicant. Maintenance of the landscaping will be completed at no cost to the DEPARTMENT to include but not limited to the planting, bedding material, border material and all aspects of the original landscaping project in an attractive and presentable status.
- The landscaped area must meet the requirements of Operating Policy 20-1, Section 1. C. A copy of OP 20-1 is available upon request.

- The landscaped area must not be used as an approach or parking facility. All evidence of access to the construction zone of the landscaping is to be reclaimed.
- Any shrubbery or trees planted within the R/W will be outside the clear zone as measured from the edge of the traveled way in rural areas, and should be consistent with the surrounding areas in urbanized location. No modification will be allowed which will restrict the sight distance now or in the future. Snow drifting and icing conditions shall be evaluated by WYDOT Winter Research Services before acceptance of the application is approved.
- There will be no signing of any type allowed within the DEPARTMENT Right-of-Way.
- This agreement can be cancelled at any time by either party, given 10 working days written notice.

4. PAYMENT

No payment shall be made to either party by the other party as a result of this agreement.

5. RESPONSIBILITIES OF WYDOT

- The DEPARTMENT will inspect the progress and traffic control on a regular basis, and will consult with the APPLICANT's representative concerning any adjustments or conflicts with the proposed plans.
- To provide the clear zone distance for this location.
- To provide the snow drifting and icing condition recommendations prior to application approval.

6. GENERAL PROVISIONS

A. Amendments

Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

B. Applicable Law

The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

C. Availability of Funds

Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the Agreement may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by the shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this Agreement in order to acquire similar services from another party.

D. Entirety of Agreement

This Agreement, consisting of five (5) pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Prior Approval

This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the Attorney General or his representative.

F. Severability

Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect.

G. Sovereign Immunity

The State of Wyoming and the Wyoming Department of Transportation do not waive their sovereign immunity by entering into this Agreement, and each, fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

H. Third Party Beneficiary Rights

The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall be solely to the benefit of the parties to this Agreement. The provision of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

I. Indemnification

The Landowner shall release, indemnify and hold harmless the state, the Agency, and their officers, agents, employees, successors and assignees from any cause of action or claims or demands arising out of the Landowner's performance under this Agreement.

Intentionally left Blank

7. SIGNATURES

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify, that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The effective date of this Agreement is the date of the signature last affixed to this page.

APPLICANT	
Printed Name: <i>RZEKA, LLC - DARREN SENN MGR.</i>	Signature: <i>[Signature]</i> BY: <i>Darren Senn MGR.</i>
Date: <i>7/7/16</i>	Phone: Cell Phone: <i>612 328 0009</i> e-mail: <i>dcseenn@comcast.net</i>
WYOMING DEPARTMENT OF TRANSPORTATION (Agreement Approval)	
Printed Name:	Signature:
Title: District Engineer	Date:
WYOMING DEPARTMENT OF TRANSPORTATION (Traffic Control Approval)	
Printed Name:	Signature:
Title: State Traffic Engineer (Operations)/District Traffic Engineer	Date:
ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM	
Attorney General's Office:	Date:

8. ACCEPTANCE OF FINAL PROJECT

I have inspected the landscaping described on this application and attached drawing(s), and having found the landscaping to be constructed in the manner as prescribed on this application and attached drawing(s) with any changes indicated on this application and attached drawing(s), hereby approve the construction of the above mentioned landscaping project.

WYOMING DEPARTMENT OF TRANSPORTATION (Final Construction Approval)	
Printed Name:	Signature:
Title: District Maintenance Engineer/District Representative	Date:

Original w/ Signatures to: Right-of-Way, who will file the agreement in Central File

Copies To: District Office
Landowner
Area Crew Supervisor (maintenance)



WYOMING DEPARTMENT OF TRANSPORTATION ACCESS PERMIT

Permit Number:		TE-01Z-26105	
First Name	Rzeka, LLC	Last Name	Darren Sann
Approach Width	21'	Roads	9.5'
Surface Type	Asphalt <input checked="" type="checkbox"/> Paved	<input type="checkbox"/> Unpaved	<input type="checkbox"/> Right of Way Ditch
Drainage Structure Required	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Flared Ends Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Diameter or Width	Match existing	Length	Type Valley Gutter
Fore-Slope:	8:1		
Access Type:	Field <input type="checkbox"/>	Residential <input type="checkbox"/>	Commercial <input checked="" type="checkbox"/> Major <input type="checkbox"/>
Milepost:	152.18	Right <input checked="" type="checkbox"/>	Left <input type="checkbox"/>
Section:	5	Township	40N Range 16W
Highway Number	US 26/89/189/191		
Entrance Type	Both		Side of Highway East
Latitude:			Longitude:

MAINTENANCE DIVISION

COMMENTS:

MAINT Foreman
9/30/14
Signature
Title
Date

DISTRICT TRAFFIC ENGINEERING:

REQUIREMENTS / COMMENTS:

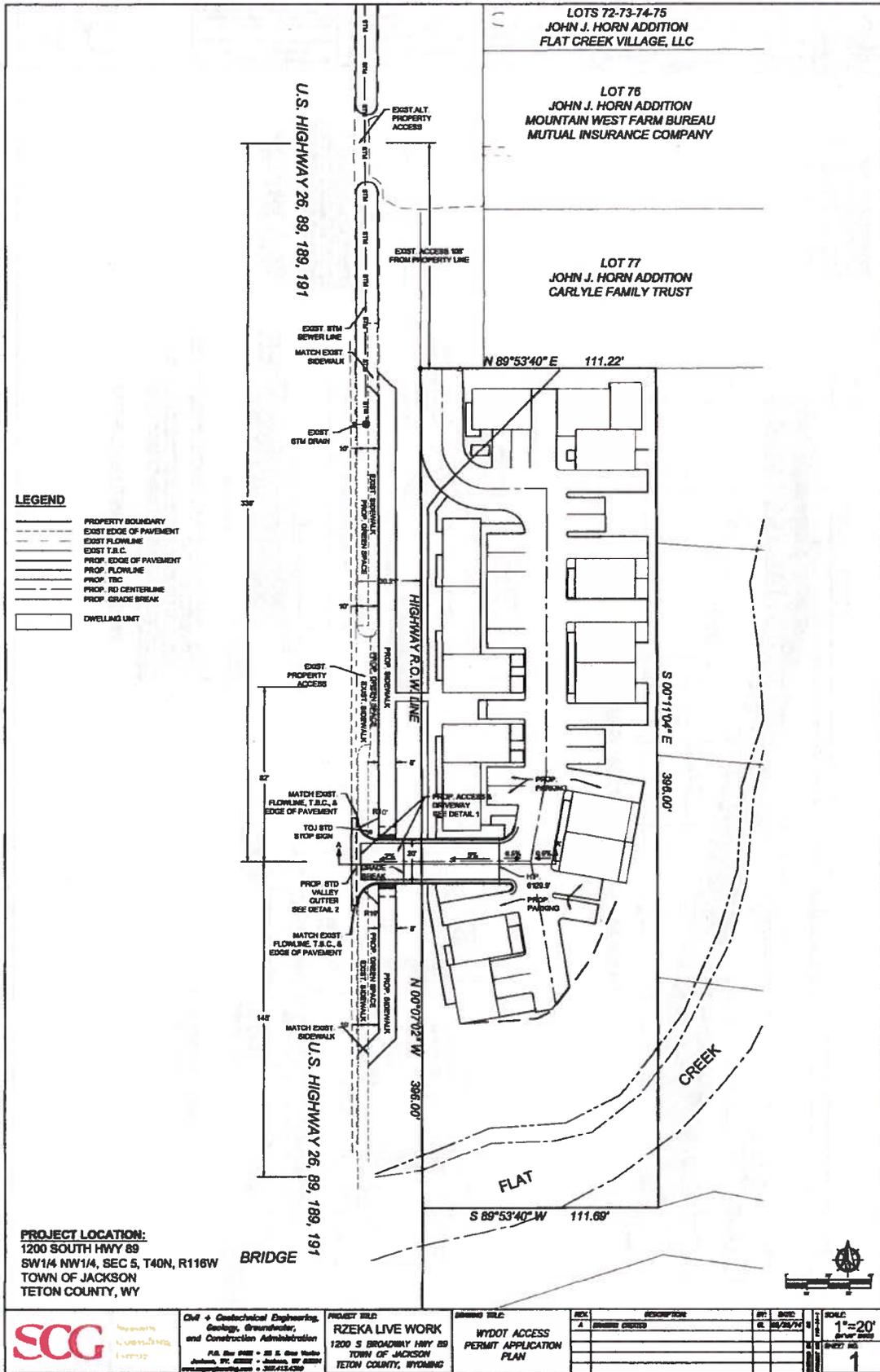
- Install access per attached plans.
- Remove existing access and install side walk improvements, curb & gutter, landscaping within ROW per attached plans

Applicant
Copy
Rzeka, LLC

District Traffic Tech
Aug 26, 2014
Signature
Title
Date

District Traffic Engineer
9/26/14
Signature
Title
Date

EXHIBIT A - Drawings Originally Submitted to Town of Jackson for Access Permit





WYOMING TITLE & ESCROW
A MOTHER LODE COMPANY

Commitment for Title Insurance

Issued by

Stewart Title Guaranty Company

subject to conditions and
stipulations as set forth herein

Thank you for choosing

Wyoming Title & Escrow, Inc.

As Your Title Company

Contact Information:

211 East Broadway

P.O. Box 4429

Jackson, WY 83001

Phone: (307)732-2983

Fax: (307)732-0200

Wyoming Title & Escrow, Inc. COMMITMENT

Commitment Issued By:

Order Number: W-16251

Wyoming Title & Escrow, Inc.

211 East Broadway, P.O. Box 4429

P.O. Box 4429

Jackson, WY 83001

Escrow Officer: Elizabeth Jorgenson
Phone: (307)732-2983
Fax: (307)732-0200
Escrow Officer Email: ljorgenson@wyomingtitle.com
Email Loan Docs To: 12101edocs@wyomingtitle.com

Customer Reference: **Determined**

Property Address: 1200 South Highway 89, Jackson, WY 83001

Dated as of March 22, 2016
Title Officer: Linda Long
Title Officer Email: Linda@wyomingtitle.com

EXPLANATION OF CHARGES

2006 ALTA Standard Owners Policy	\$0.00
	\$0.00
Total Estimated Charges:	\$0.00

* Recording Fees in Teton County are \$12 for the first page and \$3 for every page thereafter *



WYOMING TITLE & ESCROW
A MOTHER LODE COMPANY

In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your escrow officer or title officer if you answer "Yes" to any of the following questions:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the Principals?**
- **Will the property be transferred into a trust, partnership, corporation or limited liability company?**
- **Has there been any construction on the property in the last 6 months?**

Remember, all parties signing documents must have a driver's license or other valid photo ID. It is recommended that all documents be signed in blue ink.

COMMITMENT FOR TITLE INSURANCE

Issued by _____



Stewart Title Guaranty Company, a Texas corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued By:
Wyoming Title & Escrow, Inc.
211 East Broadway
P.O. Box 4429
Jackson, WY 83001
Agent ID: 500031

Authorized Countersignature

stewart
title guaranty company



Matt Morris
President and CEO

Denise Carraux
Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

COMMITMENT - SCHEDULE A

1. Effective Date: March 14, 2016 at 7:30AM

2. Policy or Policies to be Issued:

2006 ALTA Standard Owners Policy

Proposed Insured:
to be determined

Liability:
\$0.00

Premium:
\$0.00

3. The interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

Rzeka, LLC, a Wyoming limited liability company

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

See Exhibit "A" Attached For Legal Description

Inquiries should be directed to:

Wyoming Title & Escrow, Inc.

211 East Broadway

P.O. Box 4429

Jackson, WY 83001

Escrow Officer: Elizabeth Jorgenson

Title Officer: Linda Long

Phone: (307)732-2983

Fax: (307)732-0200

Exhibit "A"
Legal Description

The property described herein is situated in the State of Wyoming, County of Teton, Town of Jackson:

A portion of Lot Four (4) and the SW1/4 NW1/4 of Section 5, Township 40 North, Range 116 West, Teton County, Wyoming, described as follows:

Beginning at a point 96.1 feet East and 969 feet South of the Northwest corner of the aforesaid Section 5, thence South 396 feet, thence East 110 feet, thence North 396 feet, thence West 110 feet to the Point of Beginning

PIDN: 22-40-16-05-2-00-006

**SCHEDULE B - Part I
REQUIREMENTS**

The following requirements must be met and completed to the satisfaction of the Company before its Policy of Title Insurance will be issued:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
3. Pay Wyoming Title & Escrow the premiums, fees and charges for the policy.
4. You must tell us in writing the name(s) of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.

**SCHEDULE B - Part II
STANDARD EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. **STANDARD EXCEPTIONS:**
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
 - (2) Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be ascertained by persons in possession thereof.
 - (3) Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Any encroachment, encumbrance, violation, variation, or adverse circumstance affected the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records
 - (5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a),(b),(c) or (d) are shown by the Public Records.
 - (6) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

**SCHEDULE B - Part II
SPECIAL EXCEPTIONS**

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, special and general, assessment districts and service areas for the year 2015.
Tax ID No.: OJ-000758
1st Installment: \$3,632.98 PAID
2nd Installment: \$3,632.97 OPEN

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
2. General taxes for the year 2016, a lien in the process of assessment, not yet due or payable.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
5. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to Teton County, Wyoming in a document recorded October 3, 1986, as (book) 181 (page) 902, Official Records:
Purpose: PIPELINES, MAINS OR SEWERS
[B181P902](#)
6. All right, title or claim or any character by the United States, State, Local Government or by the public generally in and to any portion of the land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks of a stream navigable in fact or in law.
7. Rights of upper and lower riparian owners in and to the free and unobstructed flow of the water of the Flat Creek extending through the land, without diminution.
8. Riparian or water rights, claims, or title to water whether or not shown by the public records.
9. The terms, conditions and provisions as contained in the Agreement entitled "Affidavit and Agreement" between The Town of Jackson and Rzeka, LLC", recorded December 8, 2014, as (book) 883 (page) 423, Official Records.
[B883P423](#)

10. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded July 22, 2015, as (book) 900 (page) 717, Official Records. B900P717

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

*** INFORMATIONAL NOTES:

The policy to be issued contains an arbitration clause. All arbitrable matters when the amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at ~www.alta.org~.

If the proposed insured under the policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation. Please contact the title officer named on Schedule A of this commitment.

Address: 1200 South Highway 89, Jackson, WY 83001

The Teton County Clerk has requested that the following PIN number be included in all recorded instruments for the subject property:

PIDN: 22-40-16-05-2-00-006

PRIVACY POLICY NOTICE

Purpose Of This Notice

Title V of the Gramm-Leach-Bailey Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of:

AGTIC Title Insurance Company
American Guaranty Title Insurance Company
Montana Title and Escrow Company
National Closing Solutions
National Closing Solutions of Alabama, LLC
National Closing Solutions of Arkansas, LLC
North Idaho Title Insurance Company
North American Title Insurance Company

Old Republic National Title Insurance Company
Placer Title Company
Placer Title Insurance Agency of Utah
Stewart Title Guaranty Company
Stewart Title Insurance Company
Westcor Land Title Insurance Company
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as an application or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

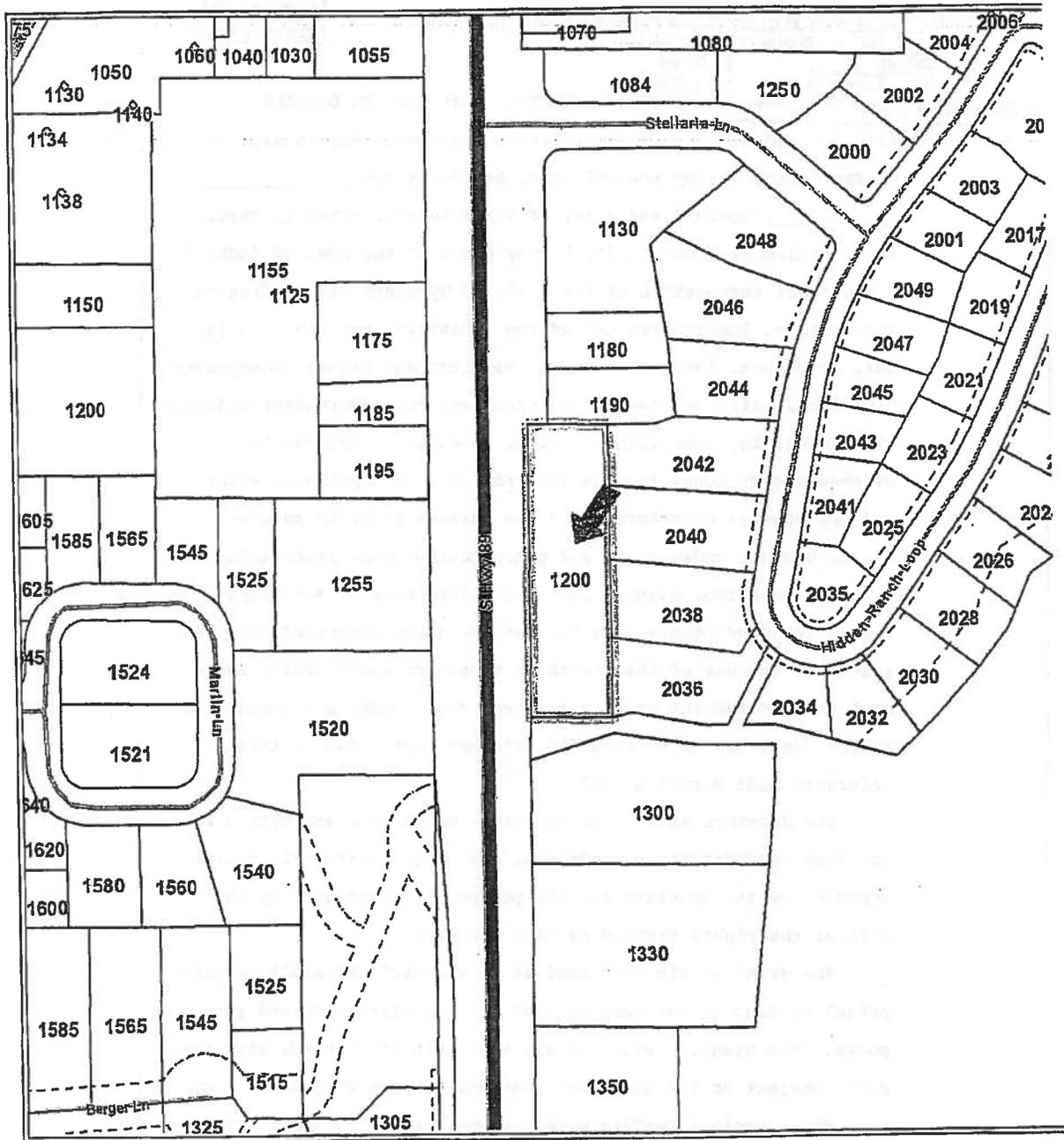
We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



WYOMING TITLE & ESCROW
A MOTHER LODE COMPANY

*This sketch is furnished without charge
solely for the purpose of assisting
in locating said premise and the company
assumes no liability for inaccuracies therein.*

RECORDED
COMPL. 2
INDEXED
SUBSTANTIATED

Recorded 10-3-1986 at 10:05'clock A.M. RIGHT-OF-WAY EASEMENT
in Book 181 of Photo Page 902-904
No. 268349 \$8.00 pd

by *Orin Ricks*, V. Jolynn Coonce County Clerk;
Dep. KNOW ALL MEN BY THESE PRESENTS, that for TEN DOLLARS

(\$10.00) and other good and valuable consideration, receipt
whereof being hereby acknowledged, Art Hafey and _____

_____, husband and wife, of Teton County, Wyoming, herein-
after called the "GRANTORS", hereby grant to the TOWN OF JACKSON,
a municipal corporation of the State of Wyoming, its successors
and assigns, hereinafter called the "GRANTEE", the right to lay
out, construct, inspect, operate, maintain and repair underground
pipelines, mains or sewers, and necessary and appurtenant manhole
structures, together with the right to excavate and refill
ditches and trenches for the location of said pipelines, mains
and appurtenant structures, and the further right to remove
trees, bushes, undergrowth and other obstructions interfering
with the location, construction and maintenance of said pipe-
lines, mains or sewers, and for the foregoing described purposes
grant for the use of the Grantee a temporary construction ease-
ment and a permanent utility easement over, under and across the
tracts described on Exhibit "A" attached hereto and by this
reference made a part hereof.

The Grantors also grant the right of ingress and egress to
and from said described lands over and across reasonable routes
approved by the Grantors for the purpose of exercising by the
Grantee the rights granted by this easement.

The grant herein contained is an easement and shall be per-
petual so long as the same is used for the aforementioned pur-
poses. The Grantors will not use or permit to be used, the pro-
perty subject to the permanent easement for any purpose whatso-
ever which would interfere with the use hereby granted to the
Grantee; provided, however, that the Grantors may use the subject
property for agriculture, parking, storage or road purposes, and
may place anything which is moveable upon the property. The
Grantee shall repair or replace any items which it shall move
from the conveyed property and shall repair any damage by reason
of the Grantee's use of the property as contemplated by this
easement.

IN WITNESS WHEREOF, we have hereunto set our hands this 17th day of February, 1981, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Art Hafey
Art Hafey

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Art Hafey and _____ this 17th day of _____, 1981.



Witness my hand and official seal.

Donald W. Kaumb
Notary Public

My Commission Expires: November 25, 1982

The foregoing easement is hereby accepted by the Town of Jackson this 10th day of March, 1981.



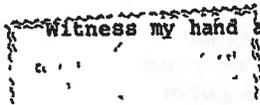
TOWN OF JACKSON

BY: Robert L. Shervin
Mayor

ATTEST:
BY: DeAnn Sutton
Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Robert L. Shervin and DeAnn Sutton as Mayor and Town Clerk of the Town of Jackson this 10th day of March, 1981.



Witness my hand and official seal.

Dennis S. Magee
Notary Public

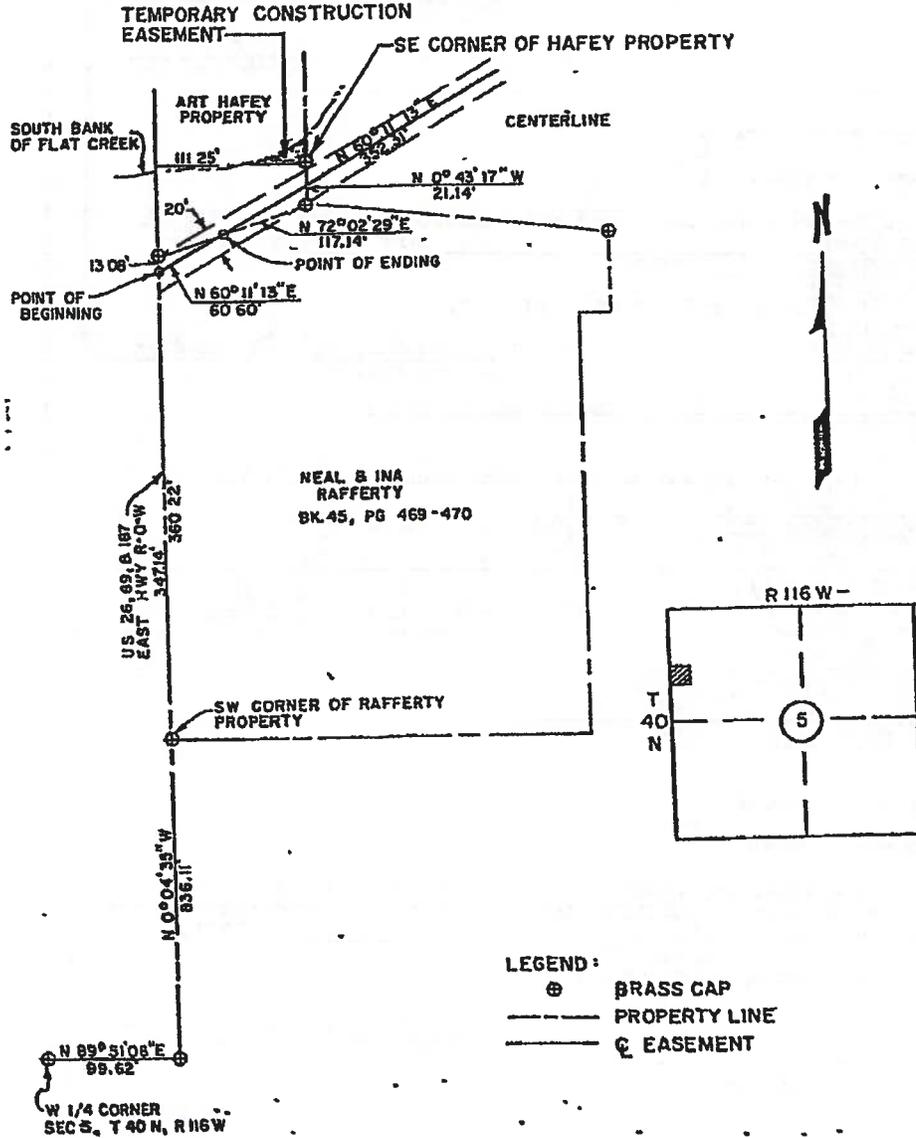
My Commission Expires: 8-10-81

NAME: Art Hafey

LOCATION: N. , Section 5, T.40N., R.116W., 6th P.M., Teton County, Wyoming

DESCRIPTION: A temporary construction easement lying north of the following described south line of property owned by Art Hafey and the south bank of Flat Creek approximately 800 square feet more or less:

Commencing at the $\frac{1}{4}$ corner of Section 5, T.40N., R.116W., 6th P.M., Teton County, Wyoming, basis of bearing being N 0° 02' E along the West line of said Section 5, thence N 89° 51' 06" E, 99.62 feet to the East Right-Of-Way line of U.S. Highway No. 26, 89 & 187; thence N 0° 04' 35" W along said Right-Of-Way 1254 feet more or less to the Southwest corner of property owned by Art Hafey; thence, east 111.25 feet more or less to the Southwest corner of the Hafey property.



SCALE 1" = 100'
 DATE 2/3/81
 DRAWN BY J.M.
 PROJECT NO. 140 02

UTILITY EASEMENT
 FOR
 TOWN OF JACKSON
 OWNER: ART HAFEY

ARIX A Professional Corporation
 609 EAST MADISON
 SUITE ONE
 RIVERTON, WYOMING 82501
 (307) 856-8505

Released	
Indexed	
Abstracted	/
Scanned	

AFFIDAVIT AND AGREEMENT BETWEEN THE TOWN OF JACKSON, TETON COUNTY, WYOMING AND RZEKA, LLC RELATING TO A PLANNED UNIT DEVELOPMENT PURSUANT TO SECTION 2170 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.

STATE OF WYOMING }
 } ss.
 COUNTY OF TETON }

GRANTOR: RZEKA LLC ET AL
 GRANTEE: THE PUBLIC
 Doc 0872112 bk 883 pg 423-445 Filed At 15:06 ON 12/08/14
 Sherry L. Daigle Teton County Clerk fees: 75.00
 By Mary Smith Deputy

Subject Property:

A portion of Lot Four (4) and the SW ¼ NW ¼ of Section 5, Township 40 North, Range 116 West, within the incorporated limits of the Town of Jackson, Teton County, Wyoming.

This Affidavit and Agreement is executed by Tyler Sinclair, as Planning Director with the Planning and Building Department of the Town of Jackson, and Darren Senn as the Manager of Rzeka, LLC, owner of the Subject Property. This Affidavit and Agreement is made and recorded pursuant to Section 2170.L of the Town of Jackson Land Development Regulations as adopted by the Town Council of the Town of Jackson. The undersigned being first duly sworn upon their oaths agree and state the following:

1. On August 18th, 2014, the Town Council of the Town of Jackson voted to approve a Final (Major) Development Plan for a residential Planned Unit Development for the subject property pursuant to Section 2170 Planned Unit Development (PUD) of the Town's Land Development Regulations, consisting of 15 live/work units located at 1200 South Highway 89.
2. By the "Approval Confirmation Letter" dated September 9th, 2014, from Paul Anthony, Principal Planner of Planning and Building for the Town of Jackson, a true and correct copy of which is attached hereto and made part hereof as **Exhibit A**, the Rzeka Live/Work PUD is subject to the Project Reviews attached to the Approval Confirmation Letter. **Exhibit A** modifies and limits the Rzeka Live/Work PUD submission, a true and correct description of which is attached hereto and made a part hereof as **Exhibit B**.
3. By signature hereto, the undersigned owner of the Subject Property consents to each and every term and condition of the Rzeka Live/Work PUD Final Development Plan and each of the Exhibits to this Affidavit and Agreement referenced herein.
4. The parties, and each of them, acknowledge and agree that this document and each of the Exhibits are intended to set forth in detail the Rzeka Live/Work PUD Final (Major) Development Plan, the conditions of approval and the development standards to be applied within the residential Planned Unit Development, as well as

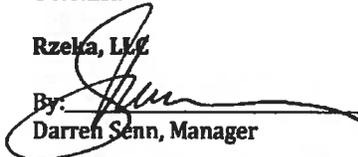
any other standards, conditions, or agreement pertaining to future development and responsibilities within the Rzeka Live/Work Planned Unit Development.

5. It is specifically understood, acknowledged and agreed that this document and each of the Exhibits shall, pursuant to Section 2170 of the Town of Jackson Land Development Regulations, be recorded in the land records of Teton County, Wyoming Clerk's Office.

6. The Director of Planning and Building signs hereto in order to extend the date by which, according to Item 1 within the Approval Confirmation Letter, attached hereto as Exhibit A, the applicant shall comply with the requirements of Section 2170.L: Certificate of Standards of the Land Development Regulations. The date of the execution of this Affidavit and Agreement shall be accepted as the date of extension.

OWNER:

Rzeka, LLC

By: 
Darren Senn, Manager

STATE OF WYOMING }
 } ss.
COUNTY OF TETON }

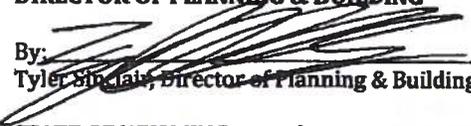
The foregoing Affidavit and Agreement was acknowledged before me by Darren Senn as the Manager of Rzeka, LLC this 20th day of November, 2014.

Witness my hand and official seal.


Notary Public



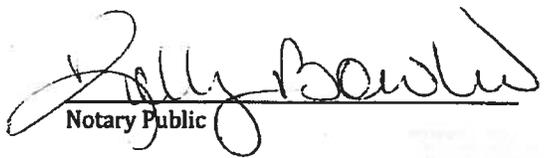
DIRECTOR OF PLANNING & BUILDING

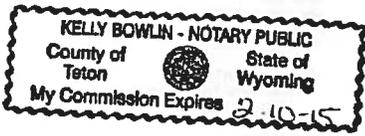
By: 
Tyler Sinclair, Director of Planning & Building, Town of Jackson

STATE OF WYOMING }
 } ss.
COUNTY OF TETON }

The foregoing Affidavit and Agreement was acknowledged before me by Tyler Sinclair, as the Director of Planning & Building for the Town of Jackson this 26th day of November 2014.

Witness my hand and official seal.


Notary Public





PLANNING & BUILDING DEPARTMENT

September 9, 2014

Rzeka, LLC
Attn: Matthew M. Byers, AIA, LEED AP BD+C
PO Box 184
Stillwater, MN 55082

RE: Items P14-049
Final (Major) Development Plan
1200 South Highway 98

Dear Mr. Byers:

This letter is to confirm that on August 18, 2014 the Jackson Town Council voted to approve your request for a Final (Major) Development Plan to allow for a Planned Unit Development (PUD) for 15 Live-work units located at 1200 South Highway 98. This approval is subject to four (4) conditions of approval in addition to the attached Departmental Reviews.

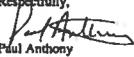
1. The applicant within 60 days of the approval of the application shall comply with the requirements of Section 2170.L: Certificate of Standards of the Land Development Regulations.
2. The applicant shall obtain final WYDOT approval of the access/curb cut and all encroachments in the Hwy 98 ROW (e.g., parking spaces, landscaping) prior to approval of the Final Development Plan.
3. None of the approved residential 'live' floor area in the live-work units shall be converted to nonresidential floor area or uses in the future.
4. The five parking spaces shown in the WYDOT right-of-way shall be deleted from the site plan and the sidewalk shall be extended in the landscape strip to the maximum extent possible.

Please note that any revisions to the Final Development Plan shall be reviewed and approved by the Planning Director. Approval of any changes to the Final Development Plan shall be in accordance with Section 51200.J, Minor Deviations, and 51200.K, Amendment to a Development Plan Permit, of the Town of Jackson Land Development Regulations.

Based upon these actions, the permits for the Final Development Plan shall expire on August 18, 2017, if no building permit has been issued to establish the authorized uses.

Should you have any questions or require further information on this matter, please feel free to contact me at 733-0440, Ext. 1303.

Respectfully,


Paul Anthony
Principal Planner

PA: sth

Enclosure

8/1/2014

Town of Jackson
Project Plan Review History

Page 1

Project Number P14-049
 Project Name Roca Live Work Units
 Type FDP MAJOR
 Subtype STAFF REVIEW
 Status STAFF REVIEW
 Applicant Roca, LLC
 Owner RZEKA, LLC
 Site Address 1200 S HIGHTWAY 89
 City JACKSON
 State WY Zip 83001
 Subdivision 2240160520006
 Parcel No General Plan

Type of Review	Status	Sent	Date	Received	Remarks
Contact	APPROVED W/COND	6/25/2014	7/16/2014	7/14/2014	No work prior to permit

Steve Haines
 Building Official
 Jackson, Wyoming

No work including but not limited to excavation for foundations shall commence prior to issuance of the building permits.

Legal	APPROVED	6/25/2014	7/16/2014	7/15/2014	
A Cohen-Davis					

Perks and Rec		6/25/2014	7/16/2014		
<none>					

Planning		6/25/2014	7/16/2014		
Sharon Hill					

Police	APPROVED W/COND	6/25/2014	7/16/2014	7/22/2014	
<none>					



Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
New Contact (7/20/14 4:37 PM STTJ) I did not see in major notes in this project from a public safety perspective. I like that the parking lot does not dead end, but allows for regular patrols in and out of the property and makes access easier for emergency vehicles. I do wonder what the impacts will be to traffic on the South 89 corridor and was surprised to see that the TOL engineer did not see a need for a traffic study. It seems that the general area south of South Park, Rock Road is re-developing quickly (i.e. Whole Foods, Maverick, etc.) and the additional traffic would impact S. Hwy 897. But I am just thinking out loud. Overall it seems sound and looks like a great project.	APPROVED W/COND	6/25/2014	7/16/2014	7/24/2014	
Public Works Shavna O'Malley (7/24/2014 10:08 AM SQ) Prior to building permit approval the requirements and proposed improvements related to the water system shall be approved by the Town. Please note that a water system analysis indicating the required fire flow demands and the impacts to the Town's existing system shall be required. The previously completed fire flow demands shall be revised to include a residual flow of 1,500 GPM at the southernmost fire hydrant.	As a condition of approval W/DCOT shall provide an acceptance letter of the proposed plan.				
The proposed water and sewer systems within the development shall be private utilities. As such that applicant shall note same in the development covenants and on the final plan.					
The applicant is advised that the Town may request addition water system valves to be installed.					
All onsite power shall be shavna as underground and location(s) of transformers indicated.					
Please be advised that a demolition permit shall be required for each existing structure to be removed from the site. Water and sewer services to be abandoned for the project shall be abandoned at the main during the demolition phase of the project.					
START James Sewder (7/1/2014 1:43 PM STTJ)	APPROVED W/COND	6/25/2014	7/16/2014	7/1/2014	
I have spoken with the applicant and START understands that adding a bus pullout to the Right of Way is not the best option at this time. START will continue to work with applicants as final area is redeveloped to find a good location for this use.	TC Housing Authority APPROVED W/COND	6/25/2014	7/16/2014	7/7/2014	

<none>

Type of Review Consent	Status	Date			Remarks
		Sent	Due	Received	
Notes (7/7/2014 1:39 PM STH)					
MEMORANDUM					

To: Paul Anthony
Principal Planner, Town of Jackson Planning and Building

From: Stacy Sisker
Program Director, Teton County Housing Authority

Re: Rozeta LiveWork (P14-049)
Final (Major) Development Plan

Date: July 1, 2014

The applicant is requesting approval of a Final (Major) Development Plan to develop LiveWork units at the property addressed as 1200 S Hwy 89, Teton County Housing Authority (TCHA) staff's review is based on Divisions 49400 and 49500 and Section 231400 of the Town of Jackson Land Development Regulations (LDRs).

TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS SECTION 231400
The applicant is proposing to build 15 LiveWork units within six separate buildings. Section 231400 of the LDRs includes several requirements for LiveWork units:

- Section 231400.F.1 requires a minimum of 25% of the floor area and a maximum of 50% of the floor area be devoted to commercial use. The units being proposed all meet this requirement.
- Section 231400.F.2, the minimum size requirement for LiveWork units is 750 SF and the maximum size is 2,000 SF. The units being proposed all meet this requirement.
- Section 231400.F.3 requires the FAR to be .40, but allows for a 25% bonus in FAR if the applicant records a restriction on the property in accordance with Footnote 11 on the Key to Table 2400. This footnote allows a 25% bonus in non-residential zoning districts provided that the bonus FAR is devoted to on-site permanently deed restricted affordable or employee housing.

The applicant has included a section in the development's proposed Covenants Conditions and Restrictions (CC&Rs) that requires the main floor to be used as commercial and the second level to be used as residential in an attempt to ensure that the units are never converted to exclusively commercial use. However, these covenants are endorsed by the Homeowner's Association alone. To track the units, alert the public of the requirements, and to ensure that these units remain in compliance with the LiveWork requirements in the LDRs, a covenant, often referred to as a deed restriction, enforceable by the Town and/or TCHA is required by the LDRs to be recorded that outlines the following:

- The obligations set forth in Section 231400.F of the LDRs for LiveWork Units.
 - Reference to the Stated Plan approval condition that the units cannot be converted to exclusively non-residential by payment of a mitigation fee as is normally allowed in the LDRs.
- It should be noted that this is not a typical affordable or employee housing restriction. It is strictly a mechanism to outline the requirements of the LiveWork Standards.
- Section 231400.F.4 requires that a covenant or a note on the plat (in this case a covenant because of the 25% FAR bonus) be recorded prior to Certificate of Occupancy or Final Plat, whichever occurs first.



Type of Review	Status	Date	Remarks
Checked			
Notes			
AFFORDABLE HOUSING REQUIREMENTS (SECTION 49400): Section 49430N of the LDRs exempt Live/Work Units from the Affordable Housing Standards. There is no Affordable Housing requirement.			
EMPLOYEE HOUSING REQUIREMENTS (SECTION 49300): Each Live/Work unit will be providing a living space for the owner of the business operating in the commercial portion of the unit. In effect the vacancy of the unit is intended to mitigate for the Employees generated by the commercial use. Therefore, no Employee Housing is required.			

Thank you for the opportunity to review this application. Please contact me with any questions.

WYDOT APPROVED W/CND 623/2014 7/16/2014 7/3/2014

- <none>
- (7/3/2014 8:31 AM STJ)
- Based on WYDOT's review, the Final Plans are sufficient with the following comments:
- WYDOT has received an access permit for the proposed driveway. Waiting on final plans to be delivered to process permit.
 - For landscape work within WYDOT right-of-way a landscape permit is required.
 - For utility work within WYDOT right-of-way a utility license from the owner of the utility facility is required.
 - Where is the TOJ? Welcome to this being relocated to, or is it being returned to the TOJ? If it is being relocated within WYDOT right-of-way, an encroachment permit is required.
 - The Stop sign proposed for the driveway approach is not required.
 - The roadway and utility details for work within WYDOT right-of-way shall meet or exceed WYDOT requirements. WYDOT standards plans can be found at http://www.dot.state.wy.us/home/engineering_technical_programs/manuals_publications/standardsplans.html
- Thank you for the opportunity to review. If you have any questions or concerns, please contact me.

Thanks,
Darin.

Darin Kaufman, P.E., PTOE
 WYDOT District 3 Traffic Engineer
 3200 Elk Street
 Rock Springs, WY 82902
 Office: 307.352.2034
 Cell: 307.389.0235

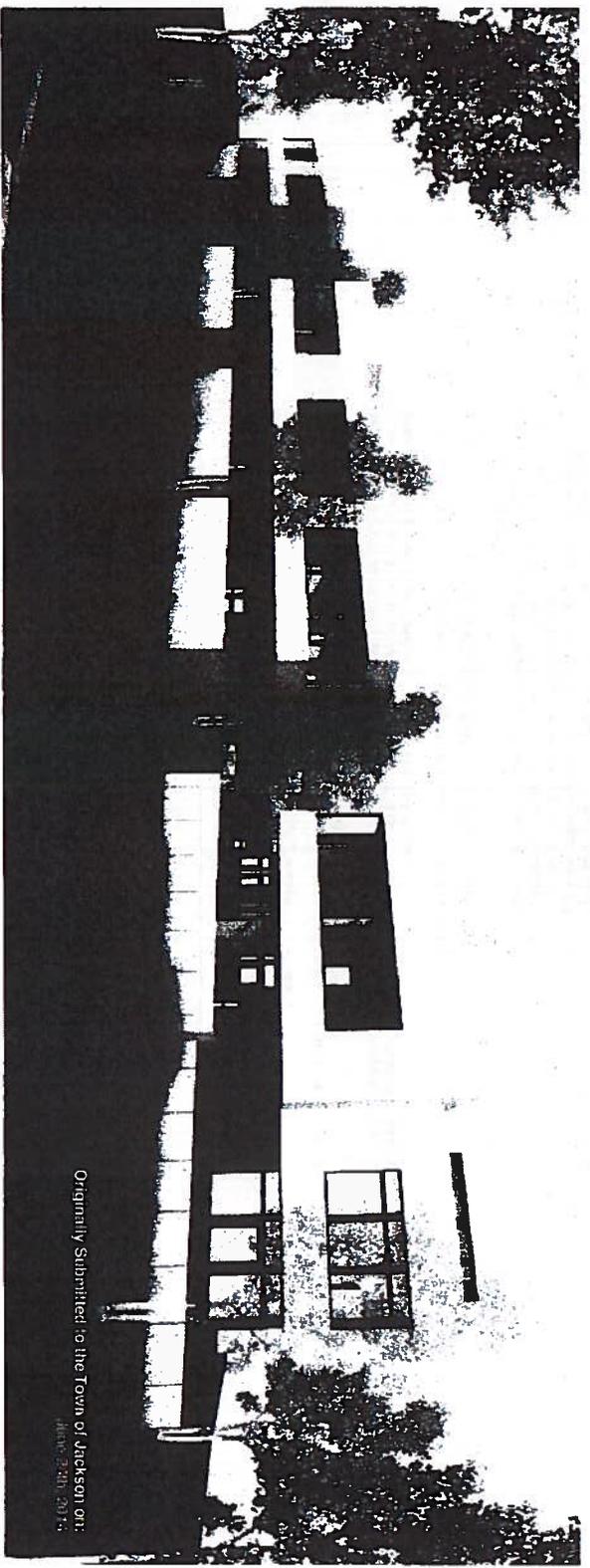


RZEKA LIVEWORK
Rzeke Live Work Townhouses Addition to the Town of Jackson, Wyoming
1200 South Broadway Hwy 89, Town of Jackson, Teton County, Wyoming

EXHIBIT B: PUD FINAL DEVELOPMENT PLAN SUBMISSION & SUBSEQUENT REVISIONS
The information included in this Exhibit B represents a true and correct abbreviated description of the development standards approved on August 18th, 2014, by the Town Council of the Town of Jackson for the Final (Major) Development Plan for a residential Planned Unit Development, pursuant to Section 2170 Planned Unit Development (PUD) of the Town's Land Development Regulations.

Also included in the DRG-approved exterior primary materials palette and site plans showing any deviation from the approved FDP submission during the permit set preparation. These are clearly identified at the top of the pages.

Plans, illustrations and narrative not impacting the development standards have been omitted. A complete and unadvised copy of the approved PUD may be requested from the Town of Jackson's Planning & Building Department.



Originally Submitted to the Town of Jackson on:
MAY 23RD 2015

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Site Plan Included in June 24th, 2014 FDP Submittal	Page 9
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Site Plan as modified for permit set issued September 25th, 2014	Page 11
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PROJECT DESCRIPTION

Site Description

The proposed Rzecka LiveWork PUD (herein after referred to as "Project") is located at 1200 South Broadway in Jackson, Wyoming. The project is currently within the Town of Jackson's Auto-Urban Commercial (AC) zoning district, and is a redevelopment of a property that was formerly used primarily as a masonry and stone supply operation and has three older existing structures that are proposed to be removed.

The 1-acre property totals 44,135 sf and is bound by South Broadway (Highway 89) to the west, private residential lots to the east and existing commercial development in AC zoning to the north and south. Flat Creek crosses the southern portion of the property, requiring a 50 foot creek setback, and is close to the property's western border. The site is mostly flat, except for a moderate "bench" slope that crosses the southern and western portion of the property. The slope is currently disturbed and augmented by man-made fill. Little of the slope will be disturbed by the proposed development, except for the retaining/scarfing walls related to parking spaces.

The Project is proposing 10' setbacks on the east, north and west sides of the property. In addition, a 50' creek setback, due to Flat Creek, is required on the south side of the property. The buildings that front the highway will be approximately 43' from the back of the existing curb of the highway. The area in the ROW is proposed to be landscaped and maintained by the HOA.

Primary access to the project will be from a single curb cut from Highway 89. The Project proposes to provide secondary access via a through-access to the properties to the north with a drive lane that connects an existing platted 30' wide frontage road that parallels Highway 89. Connecting to this frontage road, which is currently not very well delineated, would allow users of the site to access adjacent properties to the north without the need for entering and reentering the busy highway with local traffic. The same drive lane will bisect the property to provide circulation and access within the project, including fire access to all of the units and trash pickup at two designated locations.

Legal Description of Site

A portion of Lot Four (4) and the SW ¼, NW ¼ of Section 5, Township 40 North, Range 116 West, within the incorporated limits of the Town of Jackson, Teton County, Wyoming.

Building Descriptions

On the property, Rzecka, LLC proposes to construct (15) residential live-work units totaling 20,450 square feet of living and work space within a mix of six (6) multi-unit and multi-level buildings. There are four "types" of units, described in the following table:

A	544	578	N/A	N/A	1,120
B	522	783	N/A	N/A	1,285
C	522	788	250	N/A	1,540
D	575	1,025	N/A	400	2,000

Particular descriptions of each building are as follows:

Three separate buildings, containing a total of seven livework units, are located at the western edge of the site, facing South Broadway. These buildings are referred to in the attached site plan as Buildings 1, 3 and 5.

- Building 1 contains one (1) Type C livework unit with one level + mezzanine of living space over the ground level commercial space. Building 1 also contains one (1) Type B livework unit with one level of living space over the ground level commercial space.
- Building 3 contains two (2) Type A livework units, each consisting of one level of living space over the ground level commercial spaces.
- Building 5 contains three (3) Type A livework units, each consisting of one level of living space over the ground level commercial spaces.

One building, containing three livework units, addresses both Hwy 89/South Broadway to the west, as well as the John J. Horn heritage road to the north. This is referred to in the attached site plan as Building 6.

- Building 6 contains one (1) Type B livework unit with one level of living space over the ground level commercial space, one (1) Type D livework unit containing two levels of living space over the ground level commercial space, and one (1) Type C livework unit containing one level + mezzanine of living space over the ground level commercial space.

Two buildings, containing a total of five livework units, line the east boundary of the site, facing Flat Creek and lots 24, 25, 26 and 27 of Hidden Ranch. These buildings are referred to as Buildings 2 and 4 in the attached site plan.

- Building 2 contains two (2) Type C livework units containing one level + mezzanine of living space over the ground level commercial space
- Building 4 contains two (2) Type B livework units with one level of living space over the ground level commercial space, and one (1) Type C livework unit with one level + mezzanine of living space over the ground level commercial space

Livework Commentary

The business that will occupy the ground floors of all of the units will create an active street front and will help to provide pedestrian access to this part of town. The units facing Highway 89 have a higher ratio of commercial space than those facing Flat Creek, further encouraging pedestrian access. Per LDR Section 231400 and modified by Sketch Plan Condition of Approval #5 The Project satisfies all of the requirements set forth in Items A-H of Section 231400 of the LDR. As required by Condition of Approval #5 in the Staff Report dated May 29th, 2014 and approved by the

Town Council on June 2nd, 2014, none of the approved residential "live" floor areas in the livework units shall be converted to nonresidential floor area or uses in the future.

Parking

The site plan shows 25 parking spaces, with 32 total proposed with tandem parking spaces, which are allowed under the PUD regulations. The Project requires two (2) spaces to be indicated as ADA accessible spaces.

Each unit has either one or two unenclosed parking spaces on the first level. Depending upon the unit, the parking is either side-by-side or tandem, and is either fully exposed or partially tucked under the second level of the unit to which the space is desired. The remaining (and fully exposed) spaces are reserved for visitors to the commercial spaces.

Pedestrian/Bike/START Connections

By concentrating development along HWY 89 and within close proximity to downtown Jackson, the Project site provides access by pedestrian as well as bike pathways. An existing bicycle/pedestrian pathway, connecting Broadway/Highway 89 to areas west and east of the highway, crosses under Broadway/Highway 89 just to the south of the Project. The Project team worked with Brian Schilling, the Pathways Coordinator for the Town of Jackson, to implement a combined pedestrian/bicycle pathway to serve the Project, to provide guest bicycle parking, and to connect the Project to existing pathways in the Town's system.

Rzeka, LLC also met with Janice Sowder at START to explore the possibility of adding a bus pullout for the Project. However, after careful study and understanding the impacts of the bus pullout on the pedestrian and cycle paths requested by Pathways, Ms. Sowder and the Rzeka team determined that a more feasible location for the pullout would be just to the north of the property, where the R.O.W. is deeper and the buildings are pushed further back from the R.O.W.

Assessments

As part of the development program, the project will be plotted as a townhome PUD. Each livework unit will be within its own lot. The remaining area within the development will be dedicated as a separate lot, which will essentially be a non-exclusive utility assessment. The dedicated lot removes the need for specific, defined assessments or rights-of-way for public utilities such as domestic water and electric and can include the private utilities within the development such as sanitary sewer and drainage elements. The roads, travel ways, and parking areas will be privately owned and maintained, removing the need for dedicated assessments. The assessment boundary, definition, and grants will be defined during the utility construction drawing and final plat submittals.

Underground Utilities

The development will provide corridors for public utilities such as electric, CATV, phone, and other internet services. The locations for these underground utilities is being coordinated with the utility providers and will be further defined on the construction documents.

Water Distribution System

Water will be supplied by the Town of Jackson. A preliminary water distribution system layout and anticipated water demand was forwarded to the Town's consulting engineering firm (Jorgensen Associates) for analysis. The analysis report that an 8-inch supply main and looped pipe system can provide the maximum daily demand coupled with the required fire flow.

The new Project supply main will tie into the existing Town water main located just south of Sealema Lane. The new Project main will extend southward to Rzecka Live/Work and will be installed within the WYDOT frontage road right-of-way. The Project water main will loop through the development, one leg of the loop within the Rzecka access roadway and the other leg to the west within the WYDOT HWY right-of-way.

Fire protection will be provided by the existing hydrant at the northern end of the property and one new hydrant within the development. Domestic and fire sprinkler supply water will be provided to each of the 15-units and connections for irrigation supply will be provided off of the looped Project main.

Sanitary Sewer System

Sanitary sewer service will be provided by the Town of Jackson. The Town of Jackson Engineer has stated that the existing system has sufficient capacity to service the Rzecka Live/Work at the density proposed.

An existing Town of Jackson sanitary sewer main extends into the property near the middle of the western boundary. The depth of the existing manholes are only about 4-foot deep. The only reasonable options to service the development would be to raise the building site at least 3.5-feet or construct a system that collects the development's sewer and pumps it into the existing manhole. Rzecka chooses to build a sewer lift station. The proposed sanitary sewer system within the development will be privately owned and maintained up to the point of connection at the existing TOJ manhole.

Storm Sewer System

There are no storm sewer collection systems proposed within the development. Storm runoff will be conveyed via streets and landscaped areas. Runoff will be detained within dedicated basins as defined on the site grading and drainage plan. The detention basins will be privately owned and maintained by the development HOA.

Water Quality

Because the proposed site is primarily impervious and has a high runoff rate, the stormwater detention facility is designed to capture the runoff and allow for natural infiltration in order to reduce the amount of contaminants entering Flat Creek.

Access and Circulation

There will be two points for vehicular access to the project site. The main entrance is in the southern portion of the property where it provides direct access to South US Highway 89; the secondary access

is on the northern end of the site where it ties into an existing frontage road which in turn provides numerous access points to South US Highway 89. A traffic study is not required per the Town of Jackson Engineer. The proposed access onto South US Highway 89 has been verbally approved by WYDOT and will be approved along with all proposed work in the right of way once the final design plan has been submitted.

The main access utilizes standard 'catch' curb and gutters to capture stormwater runoff within the HWY right-of-way and convey it to the highway storm sewer.

The interior road provides access to all units within the project location. The majority of the road is designed with a reverse crown with vertical curbs to transport storm water to the road centerline which then slopes down to the detention facility. Portions of the road slope to a typical 'catch' curb and gutter in order to transport runoff to the proper location. Some portions of the road shift at grade to grass in order to provide a softer transition from road to green space.

Landscaping

The site will be landscaped with a mixture of evergreens and deciduous trees, selected for their suitability to the local climate conditions, to provide sun shading, visual and auditory privacy from Highway 89 and seasonal visual interest. Smaller shrubs and multi-stemmed plantings will help to define the ground level, while grass is proposed for the R.O.W.

Trash

Two dumpster locations are currently shown in the site plan, and were reviewed by Westbank Sanitation for ease of truck access.

Proposed Construction Schedule

Rzecka, LLC is proposing to start site demolition in July of 2014, with erosion control, rough grading and foundation excavation starting in early August of 2014. Pending Final Development Plan, building permit and WDEC approval, site utilities are proposed to be installed beginning in September of 2014. Construction on buildings 1-3 is proposed to start in the fall of 2014, with construction on buildings 4-6 starting in the spring of 2015. Concurrently with the start of construction of buildings 4-6, construction will commence on the remaining site work, including the main access drive, curbs, stormwater detention and site lighting. Buildings 1-3 would likely be completed towards the end of 2015, with buildings 4-6 likely completed by spring of 2016.

DEMONSTRATION OF COMPLIANCE WITH PLANNED UNIT DEVELOPMENT CRITERIA Pursuant to Section 2170 Planned Unit Development

SECTION 2170J.1 Conformance With Comprehensive Plan

This project substantially complies with the Jackson-Teton County Comprehensive Plan. The proposed application is located in Character District #5 West Jackson, specifically Sub-area 5.1 West Jackson Highway Corridor of the 2012 Comprehensive Plan.

SECTION 2170.J.2 Conformance with other applicable regulations
Compliance with all applicable regulations has been ensured through the Final Development Plan application.

SECTION 2170.J.3 Density

The proposed density for the Project is 15 dwelling units per acre. This density was represented and supported in the narrative provided by Planning Staff Sketch Plan Reports dated May 16th, and May 29th 2014, and subsequently approved by the Planning Commission on May 21st and Town Council on June 2nd, 2014.

SECTION 2170.J.4 Variety of Unit Types

The proposed Project consists of (15) residential live-work units totaling 20,450 square feet of living & work space within a mix of six (6) multi-unit and multi-level buildings. Additional detailed commentary on the various unit types can be found under the heading "Building Descriptions."

SECTION 2170.J.5 Open Space

The Project provides the required amount of Landscape Surface Ratio primarily in one large open area at the south end of the site, which is also the area within the required 50' creek buffer. The buffer area will provide convenient access to the creek for residents of the site. The Project team will be approaching the Teton County Conservation District to investigate opportunities to further improve the vegetation within the buffer area. Furthermore, the site is in close proximity to the bike path and the surrounding National Forest, which will provide additional recreational opportunities for the residents of the development.

SECTION 2170.J.6 Historical and Cultural Resources

Rozka, LLC is unaware of any historic or cultural resources existing on the site.

SECTION 2170.J.7 Arrangement and Design

Please refer to headings "Site Description," "Building Description," "Parking," and "Live/Work Commentary" on pages 4-10 in this application for a detailed description supporting this requirement. This representation was represented and supported in the narrative provided by Planning Staff Sketch Plan Reports dated May 16th, and May 29th 2014, and subsequently approved by the Planning Commission on May 21st and Town Council on June 2nd, 2014.

SECTION 2170.J.8 Access

The businesses that will occupy the ground floors of all of the units will create an active street front and will help to promote pedestrian access to this part of town. The units facing Highway 89 have a higher ratio of commercial space than those facing Flat Creek, further encouraging pedestrian access to the site. Please refer to headings "Site Description," "Pedestrian/Bike/START Connections" and "Access and Circulation" for a detailed description of access strategies.

SECTION 2170.J.9 Circulation

Please refer to headings "Site Description" and "Access and Circulation" for a detailed description of circulation strategies.

SECTION 2170.J.10 Emergency Access

Adequate emergency access and circulation is provided to all of the units.

SECTION 2170.J.11 Streetcapes

A streetscape and landscape plan was included as part of the original FDP submittal. Approved site plans can be found at the end of this document.

SECTION 2170.J.12 Pedestrian System

Pedestrian circulation within the project would primarily take place informally by using the parking drive aisle within the center of the proposed Project, and the secondary approach sidewalks provided on the western edge of the site to serve the units facing Highway 89. This secondary system of approach sidewalks connect to the proposed combined pedestrian/bike path requested by Pathways. Please refer to heading "Pedestrian/Bike/START Connections" for additional detailed descriptions of the proposed strategies.

DEMONSTRATION OF COMPLIANCE WITH DEVELOPMENT PLAN STANDARDS OF THE LAND DEVELOPMENT REGULATIONS
Pursuant to Section 51200 Development Plan

SECTION 51200.E Standards

Approval of a Final Development Plan shall be dependent upon findings that the proposed use, as conditioned, fully complies with all the standards of these Land Development Regulations. The Town Council may also attach other conditions deemed appropriate, including conformity to a specific site plan, to ensure compliance with the following standards

SECTION 51200.E.1 Consistent with Comprehensive Plan

The project substantially complies with the Jackson-Teton County Comprehensive Plan. The proposed application is located in Character District #5 West Jackson, specifically Sub-area 5.1 West Jackson Highway Corridor of the 2012 Comprehensive Plan.

Policy Objectives for District 5:

Common Value 1: Ecosystem Stewardship

Not Applicable

Common Value 2: Growth Management

Policy 4.1.b: Emphasize a variety of housing types, including deed-restricted housing. Live-work units provide a much needed housing type that is currently lacking in the community. By combining living and commercial space, a vibrant entrepreneurial community is created.

Policy 4.1.d: Maintain Jackson as the economic center of the region.

The development of live-work units in this location will help to promote the economic viability of the region by creating small, flexible and relatively affordable spaces for entrepreneurs to start and maintain businesses.

Policy 4.2.c: Create vibrant walkable mixed use subareas

The businesses that will occupy the ground floors of all of the units will create an active street front and will help to promote pedestrian access to this part of town. The units facing Highway 89 have a higher ratio of commercial space than those facing Flat Creek, further encouraging pedestrian access to the site. RZEKA, LLC worked with the Pathways Department to integrate a combined pedestrian and bike path into the ROW in front of the project to further encourage pedestrian use and prepare the site for the future expansion of the pedestrian/bike paths currently under development elsewhere in the Town of Jackson.

Policy 4.3.a: Preserve and enhance stable subareas

Not applicable

Policy 4.3.b: Create and develop transitional subareas

The Project will revitalize a currently underutilized site in a prominent transitional subarea into a project with the desired future vision described for Subarea 5.1.

Policy 4.4.b: Enhance Jackson gateways

The Project is redeveloping an important gateway site at the south end of the Town. Currently, the site houses an unightly mix of debris, trash, and three older buildings. The Project will significantly improve the visual appearance of the site, and, with the vibrant commercial activity on the ground floors of the units, will communicate a robust and thriving Jackson economy.

Common Value 3: Quality of Life

Policy 5.3.b: Preserve existing workforce housing stock

Not applicable

Policy 6.2.b: Support businesses located in the community because of our lifestyle

The Project is providing live-work units that will encourage local entrepreneurial opportunities by creating small, flexible, and relatively affordable spaces for entrepreneurs to start and maintain businesses and which are not readily available in other places in the Town.

Policy 6.2.c: Encourage local entrepreneurial opportunities

The Project is providing live-work units that will encourage local entrepreneurial opportunities by creating small, flexible, and relatively affordable spaces for entrepreneurs to start and maintain businesses and which are not readily available in other places in the Town.

Policy 6.2.d: Promote light industry

Not applicable

Policy 7.1.c: Increase the capacity for use of alternative transportation modes

By concentrating development along Highway 89 and within close proximity to downtown Jackson, the Project site promotes access by pedestrian as well as bike pathways. An existing bicycle/pedestrian pathway, connecting Highway 89 to areas west and east of the Highway, crosses under Highway 89 just to the south of the Project. The Project team worked with Brian Scalling, the Pathways Coordinator for the Town of Jackson, to implement a combined pedestrian/bicycle pathway to serve the Project and connect it to existing pathways in the Town's system.

Policy 7.2.d: Complete key Transportation Network Projects to improve connectivity

Not applicable.

SECTION 61200.E.2 Inspect on Public Facilities

The proposed Project will not have a significant adverse impact on public facilities beyond that of a use allowed by right within this zone.

SECTION 61200.E.3 NRO/SRO

This proposed Project is not located within the NRO/SRO

SECTION 61200.E.4 Other relevant standards of these Land Development Regulations

The proposed Project shall comply with all other standards of the LDRs.

SECTION 61200.E.5 Conditional and Special Uses

Not applicable.

DEMONSTRATION OF COMPLIANCE WITH LIVE/WORK STANDARDS AND REQUIREMENTS

Pursuant to Section 231400 Live/Work Units

SECTION 231400.A Purposes

The Project provides a total of 15 units of live/work units. The ground level of each unit will be dedicated to commercial work/travel space. The location of the proposed Project, along Highway 89 and within the compatible AC zoning district, provides good connections to multi-modal transportation, various other commercial businesses, and will help to foster and sustain a community of entrepreneurs.

SECTION 231400.B Where Established

The proposed project is located entirely within the AC zoning district. Pursuant to this specific section of the LDRs, Live/Work developments are explicitly permitted in the AC zoning district.

SECTION 231400.C Uses Permitted

The uses within the "work" portion of each unit will be governed by the Covenants, Conditions, and Restrictions, which in turn, by reference, incorporates the requirements set forth in Table 2200 of the Land Development Regulations.

SECTION 231400.D Business Licenses Required

This requirement will be enforced by the Covenants, Conditions, and Restrictions, which in turn, by reference, incorporates the requirements set forth in Section 231400.D of the Land Development Regulations.

SECTION 231400.E Portions of Unit Not to be Separately Rented or Sold

This requirement will be enforced by the Covenants, Conditions, and Restrictions, which in turn, by reference, incorporates the requirements set forth in Section 231400.E of the Land Development Regulations.

SECTION 231400.F Development Standards

The proposed Project is in compliance with the requirements set forth in Section 231400.F of the LDRs.

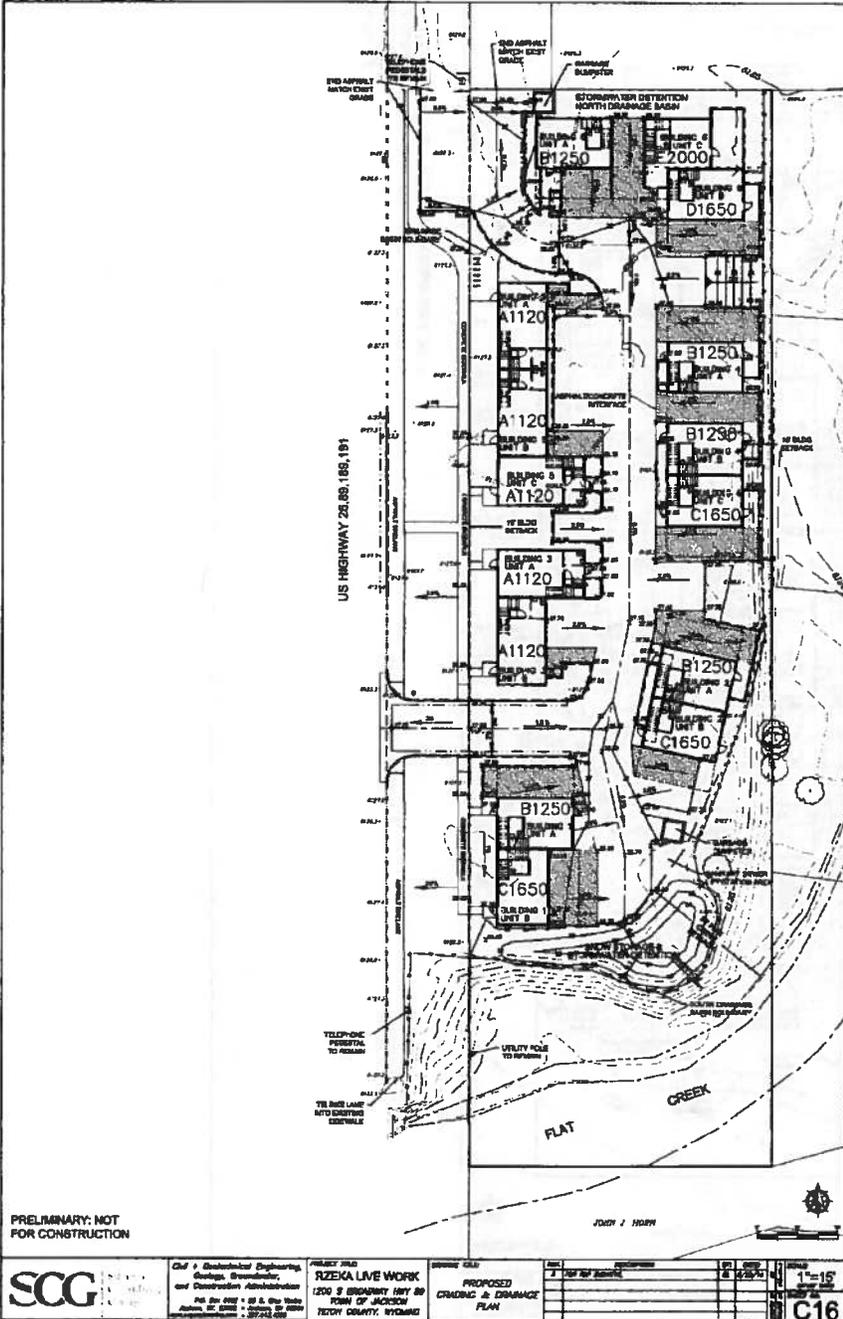
SECTION 231400.G Parking

The proposed Project contains 32 parking spaces, of which, 7 are tandem spaces. This arrangement was represented and supported in the narrative provided by Planning Staff Sketch Plan Reports dated May 18th, and May 29th 2014, and subsequently approved by the Planning Commission on May 21st and Town Council on June 2nd, 2014.

SECTION 231400.H Change of Use to or from Live/Work Units

As a condition of approval of the Sketch Plan submitted, none of the approved residential "live" floor area in the live/work units shall be converted to nonresidential floor area or uses in the future. This requirement will be enforced by the Covenants, Conditions, and Restrictions, which in turn, by reference, incorporates the requirements set forth in Section 231400.H of the Land Development Regulations.

Grading Plan Submitted as Part of the FDP Submission on June 24th, 2014



PRELIMINARY: NOT FOR CONSTRUCTION



PROJECT FILE
RZEKE LIVE WORK
 1200 S BRADSHAW HWY 89
 TOWN OF JACKSON
 TERRY COUNTY, WYOMING

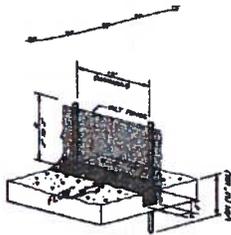
ISSUE FILE
PROPOSED GRADING & DRAINAGE PLAN

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	6/25/14
2	ISSUED FOR PERMITS	6/25/14

SCALE
 1" = 15'
 SHEET NO.
C16

RZEKE LIVEWORK Certificate of Shading. Exhibit E Page 12 of 14

Grading Plan Submitted:
 WDEC Submittal: August 8th, 2014
 TOU GEC Phase 2 Submittal: September 17th, 2014
 Revised Site Plan - TOU GEC Phase 2 Submittal: October 23rd, 2014

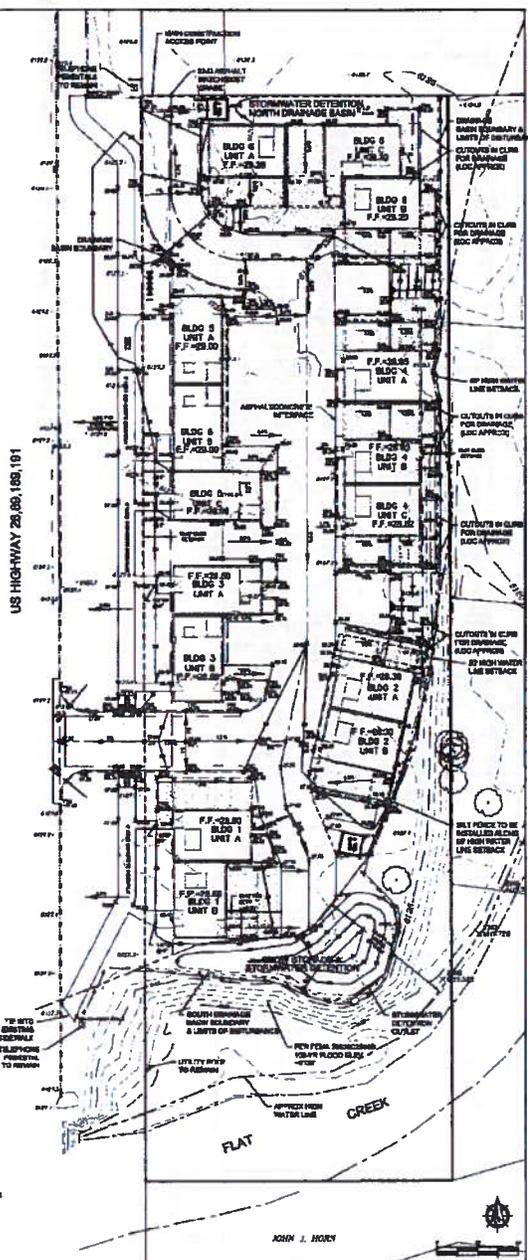


TYPICAL SALT FENCE DETAIL

1. INSTALLMENT AREA OUTLINE OF DELINEATED FLOODPLAIN
2. CONSTRUCTION EQUIPMENT PARKING AREAS AND TEMPORARY STORAGE AREAS SHALL BE WITHIN THE LIMITS OF DISTURBANCE BASED UPON PLANNED CONSTRUCTION METHODS AND APPROVED S&S PLANS. LIGHTS SHALL BE WITHIN THE PROPERTY BOUNDARY AND SALT FENCES.
3. SET LANDSCAPE PLAN FOR SITE RECONSTRUCTION SPECIAL, SUPPLEMENTARY LANDSCAPE AND PLANT MATERIAL SCHEDULE, INCLUDING AREAS WITHIN 8 FEET OF CONSTRUCTION PERMIT WALLS.
4. SETBACK OF CONSTRUCTION PERMIT WALLS
5. FINAL SITE ESTABLISHMENT - FALL 2014
6. AREA OF DISTURBANCE WITHIN PROPERTY BOUNDARY = 80 WADP
7. SALT FENCE WALLS DESIGNED BY STRUCTURAL ENGINEER SHALL CONSTITUTE RESPONSIBILITY FOR MAINTENANCE OF SALT FENCE AND THE TRAILY REMOVAL OF SEDIMENTS AND MATERIAL THAT MAY TRANSPORT BEYOND THE LIMITS OF DISTURBANCE. CONSTRUCTION TO CONDUCT REGULAR MONITORING AND INSPECTIONS IN ACCORDANCE WITH THE GENERAL PERMIT.
8. CONCRETE WADP/ST/IN AREAS WHERE DISCHARGE DOES NOT REACH FLAT SHALL BE PUBLIC HIGHWAY OR HWY AND STORM SEWER SYSTEMS.
9. CONTRACTOR SHALL MEET WADP/ST/IN REQUIREMENTS FOR SALT FENCE CONSTRUCTION ACTIVITIES.

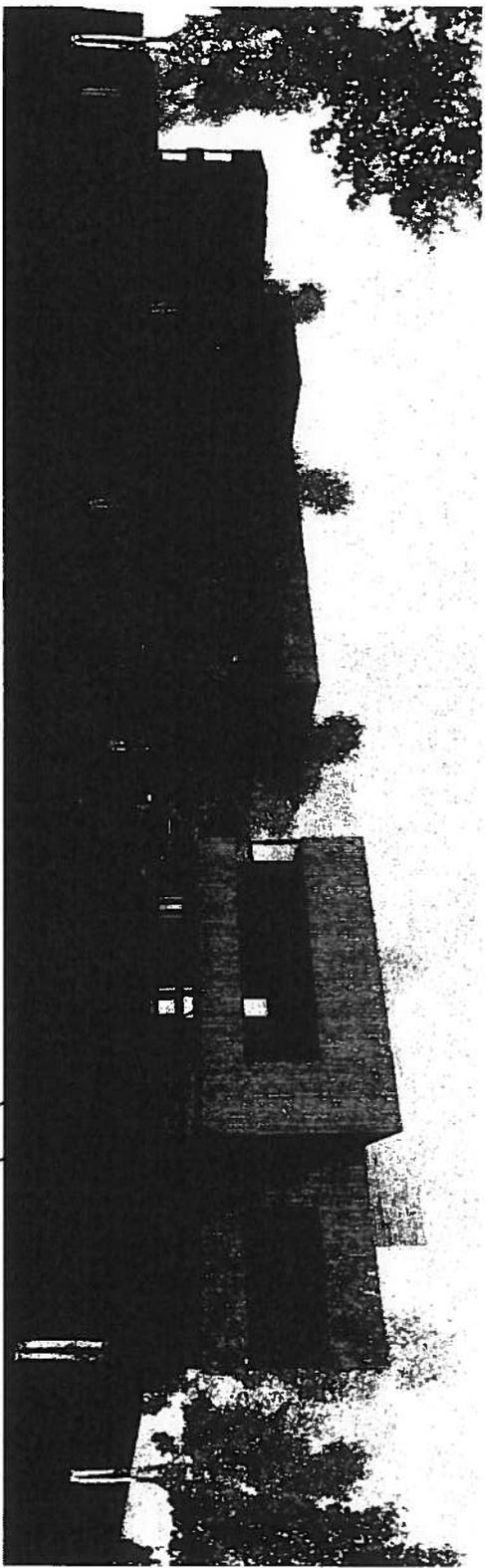


STORMWATER DETENTION BASIN OUTLET DETAIL



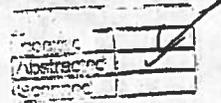
	Chief of Construction Engineering Design, Development, and Construction Administration No. 1000 E. 20th St. Suite 1000 Des Moines, IA 50319	PROJECT NO. RZEKA LIVE WORK 1300 S BROADWAY HWY 99 TOWN OF JACKSON IOWA COUNTY, IOWA	DRAWING NO. PROPOSED GRADING & DRAINAGE PLAN	SHEET NO. C7	SCALE 1"=15'
	Date: 10/23/14	Date: 10/23/14	Date: 10/23/14	Date: 10/23/14	Date: 10/23/14

Primary Exterior Materials Palette
As part of the FDP review process, Rzecka, LLC was required to meet with the Town of Jackson's Design Review Committee. The exterior materials palette described below was presented to, and approved by, the Design Review Committee on August 13th, 2014.



- Material: Cedar board siding, horizontal
- Finish: Semi-transparent/semi-solid stain
- Material: Corrugated metal panel, vertical orientation
- Finish: Bonded/zinc

MEMBER #1346328
PARCEL IDENTIFICATION #22-40-16-05-2-00-006
WORK ORDER #69337
SEC.5, T40N, R116W



DISTRIBUTION GAS & ELECTRIC EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, RZEKA, LLC, a Wyoming limited liability company, ("Grantors") for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Energy, a Cooperative Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, ("Grantees"), a perpetual easement and right of way for the construction and continued maintenance, repair, alteration and replacement of the natural gas lines, electric distribution circuits, lines and equipment of the Grantee to be constructed and maintained under, upon and across the premises of Grantor in Teton County, State of Wyoming, along a line described as follows, to wit:

BEING a part of a portion of Lot 4 and the SW ¼ NW ¼ of Section 5, Township 40 North, Range 116 West, Teton County, Wyoming, as described in warranty deed of record in Book 847 of Photo, Pages 694-696 in the Office of the Clerk of Teton County.

BEGINNING at a point 96.1 feet East and 969 feet South of the Northwest corner of the aforesaid Section 5; thence East 5 feet; thence easement begins and bears South 161 feet to Point A; thence east 60 feet to Point B; thence N 93 feet; thence east 40 feet; thence again from Point B, south 100 feet; thence S 77° E, 25 feet; thence again from Point A South 235 feet.

RIGHT-OF-WAY Width 5 feet, on each side of described line, together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities.

The Grantor acknowledges that Electric and Magnetic Fields (EMF) are naturally occurring in the transmission or distribution of electricity, and that the Grantee has here notified Grantor that EMF testing and information is available upon request from the Grantee. This Easement by Grantor is intended to include so much space as is necessary or appropriate to the presence of EMF and reasonable operation of the Grantee's distribution lines.

Grantor agrees that all poles, wires and other facilities, installed on or under the described lands shall remain the property of the Grantee removable in the sole discretion of the Grantee at the Grantee's expense. The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors and assigns. Grantor shall compensate Grantee for any damages to Grantee's facilities caused by Grantor, including payment of Grantee's attorney fees if action is undertaken by Grantee to enforce the commitments described in this easement. Grantor reserves the right to improve, occupy and use this easement for all purposes not inconsistent with the easement grant. Each party shall have the remedy of specific performance regarding this easement. The rights and obligations described in this easement shall run with the land. This easement is not exclusive, and Grantor retains all rights not specifically granted by this easement. This is the entire agreement of the parties regarding this easement, except as may be set forth in writing after the date of this easement and signed by the parties. Grantor hereby releases and waives all rights by virtue of the Homestead Exemption Laws of Wyoming.

WITNESS the Hand of the Grantor, this 7th day of May, 2015

GRANTOR: RZEKA LLC
GRANTEE: LOWER VALLEY ENERGY
Doc 0886986 bk 900 pg 717-718 Filed At 13:50 ON 07/22/15
Sherry L. Daigle Teton County Clerk fees: 15 00
By Mary Smith Deputy

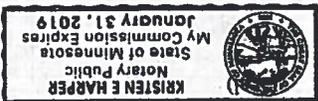
By:  RZEKA, LLC
Its: MGR

STATE OF Minnesota

COUNTY OF Washington

The foregoing instrument was acknowledged before me by Darren Sehn of the limited liability company, this 7th day of May, 2015

Witness my hand and official seal.



Kristin E Harper
Notary Public

My commission expires: January 31, 2019

MARCH 25, 2016
DRAFT FOR FINAL PLAT SUBMISSION

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

for

**THE FARMHOUSE LIVE WORK
TOWNHOME ADDITION TO THE TOWN
OF JACKSON, WYOMING**

Upon recording, please return to:

Hawks & Associates, LC
P.O. Box 4430
199 East Pearl Ave., Suite 102
Jackson, WY 83001

Declaration of Covenants, Conditions, and Restrictions

For
The FARMHOUSE Live Work Townhome Addition to the Town of
Jackson, Wyoming

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this _____ day of March, 2016, by RZEKA, LLC, a Wyoming limited liability company (the "Declarant").

PART ONE: INTRODUCTION TO THE COMMUNITY

RZEKA, LLC, as the developer of The FARMHOUSE Live Work Townhome Addition to the Town of Jackson has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance and preservation of the community as a master planned residential townhome live-work community.

ARTICLE I - CREATION OF THE COMMUNITY

1.1 Purpose and Intent. The Declarant, as the owner of the real property described on **Exhibit "A"** intends by the recording of this Declaration to create a general plan of development for the planned live-work townhome community known as The FARMHOUSE Live Work Townhome Addition to the Town of Jackson, Wyoming. This Declaration provides for the overall development, administration, maintenance and preservation of the real property now or hereafter comprising the properties at The FARMHOUSE Live Work Townhome Addition to the Town of Jackson, Wyoming. An integral part of the development plan is the creation of The FARMHOUSE Live Work Townhome Addition to the Town of Jackson, Wyoming Homeowners' Association, an association comprised of all owners of Units in The FARMHOUSE Live Work Townhome Addition to the Town of Jackson, Wyoming, to own, operate and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents referred to in this Declaration.

1.2 Binding Effect. All property described on **Exhibit "A"** shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Properties and the Units, their heirs, successors, successors-in-title, and assigns.

This Declaration shall be enforceable in perpetuity by the Declarant, The Association, any Owner, and their respective legal representatives, heirs, successors, and assigns.

1.3 Governing Documents. The Governing Documents create a general plan of development for The FARMHOUSE Live Work Townhome Addition to the Town of Jackson, Wyoming which may be supplemented as set forth herein. In the event of a conflict between or among the Governing Documents and any such additional covenants or restrictions, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Properties from containing additional

restrictions or provisions that are more restrictive than the provisions of this Declaration. The Association may, but shall not be required to, enforce any such covenants, restrictions or other instruments.

All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, tenants, guests and invitees.

If any provisions of this Declaration is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of this Declaration which shall remain in full force and effect.

ARTICLE II - DEFINITIONS

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

2.1 “Association”. “The FARMHOUSE Live Work Homeowners’ Association”, a Wyoming non-profit corporation, its successors or assigns.

2.2 “Base Assessment”. Assessments levied on all Units subject to assessment under Article VIII to fund Common Expenses, as determined in accordance with Section 8.1.

2.3 “Board of Directors”. (Or “Board”) The body responsible to the membership for operations of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Wyoming corporate law.

2.4 “Common Area”. All real and personal property located within Lot 16 as designated on the Final Plat, including easements, which the Association owns, leases or in which it otherwise holds possessory or use rights for the common use and enjoyment of the Owners.

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

2.6 “Community-Wide Standard”. The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard shall be established initially by the Declarant and may be more specifically defined in the Design Guidelines, the Master Rules and Regulations, and in Board resolutions.

2.7 “Covenant to Share Costs”. Any Declaration of Easements and Covenant to Share Costs to be executed by Declarant and recorded in the Public Records which creates certain easements for the benefit of the Association and the present and future owners of the real property subject to such Covenant to Share Costs and which obligates the Association and such owners to share the costs of maintaining certain property described in such Covenant to Share Costs.

2.8 “Declarant”. RZEKA, LLC, a Wyoming limited liability company or: (i) any successor or assign who takes title to any portion of the property described on **Exhibit “A”** for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

2.9 ”Design Guidelines”. The architectural, design and construction guidelines and review procedures adopted pursuant to Article IV, as they may be amended.

2.10 “Final Plat”. The final subdivision plat as approved by the applicable governmental agency or agencies of Town of Jackson, Wyoming and as recorded or to be recorded in the applicable real property records of Teton County, Wyoming and which creates the following: (i) one (1) Lot out of the Properties designated as the Common Area, and (ii) the fifteen (15) Lots consisting of six building pads for construction of Units designated thereon, as shown on the Final Plat.

2.11 “Governing Documents”. A collective term referring to this Declaration and any applicable Supplemental Declaration, the By-Laws, the Articles, the Design Guidelines, and the Use Restrictions and Master Rules and Regulations as they may be amended.

2.12 “Lot”. A portion of the Properties designated on the Final Plat as a “Lot”.

2.13 “Master Landscape Plan”. The Master Landscape Plan shall be that plan original to Final Development Plan approval by the Town of Jackson in association with the Properties.

2.14 “Master Rules and Regulations”. The Master Rules and Regulations are the Rules and Regulations adopted by the Board pursuant to Section 3.2 hereof.

2.15 “Member”. A Person subject to membership in the Association pursuant to Section 6.2.

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

2.17 “Owner”. One or more Persons who owns a Unit and a Lot. The definition of “Owner” specifically excludes any party holding an interest merely as security for the performance of an obligation.

2.18 “Person” A natural person, a corporation, a partnership, a trustee, or any other legal entity.

2.19 “Properties” The real property described on **Exhibit “A”**. The Properties shall consist of one Common Area Lot and fifteen townhome building pads as designated on the Final Plat.

2.20 **“Public Records”**. The Official Records of the County Recorder of Teton County, Wyoming.

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

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

2.23 **“Supplemental Declaration”**. An instrument filed in the Public Records pursuant to Article IX which subjects additional property to this Declaration, designates Neighborhoods, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

2.24 **“Townhouse” or “Unit”**. The building improvements affixed to and situated upon a Lot within the subdivision together which shall be owned in fee by an Owner. Each Unit’s vertical perimeter boundary on the party wall located between two Units extends to the middle of the party wall. The foundation each unit is included within the parameters of the Unit and are part of the ownership of the Unit. The definition of “Unit” expressly excludes any pipe, flue, duct, wire, or conduit running through a Unit for the purpose of furnishing utility and similar services to other Units.

PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS

ARTICLE III - USE AND CONDUCT

3.1 **Framework for Regulation**. The Governing Documents establish, as part of the general plan of development for the Properties, a framework of affirmative and negative covenants, easements and restrictions which govern the Properties and the Units. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology which inevitably will affect The FARMHOUSE Live Work Townhome Addition to the Town of Jackson, Wyoming, its Owners and residents. Toward that end, this Article establishes procedures for modifying and expanding the initial Master Rules and Regulations.

3.2 **Rule Making Authority**.

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

Such action shall become effective after compliance with Section 3.2(c) below unless disapproved at a meeting of the Members by at least eight of the total votes entitled to vote on the matter. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the By-Laws. Upon such petition of the Members prior to the effective date of any Board action under

this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then subject to the outcome of such meeting.

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

(c) At least thirty (30) days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Master Rules and Regulations to each Owner specifying the effective date. The Association shall provide, without cost, a copy of the Master Rules and Regulations then in effect to any requesting Member or Mortgagee.

(d) Nothing in this Article shall authorize the Board or the Members to modify, repeal or expand the Design Guidelines. In the event of a conflict between the Design Guidelines and the Master Rules and Regulations, the Design Guidelines shall control.

3.3 Owners' Acknowledgement and Notice to Purchasers. Each Owner, by acceptance of a deed for their Unit, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit can be affected by this Declaration and that the Master Rules and Regulations may change from time to time. All purchasers of Units are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Master Rules and Regulations may be obtained from the Association.

3.4 No Mining, Excavating or Drilling. No property within The FARMHOUSE Live Work Townhome Addition to the Town of Jackson, Wyoming shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing geothermal resources, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, sand, top soil, or earth. Nothing contained herein shall be construed to limit the rights of the owner of mineral interest severed from the surface of any portion of the Properties prior to the recording of this Declaration and nothing herein shall prevent the Declarant or an Owner from moving dirt, gravel rocks and other soils necessary for the development of their respective properties.

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

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

(b) **Displays.** The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures on their Unit(s) of the kinds normally displayed in dwellings located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions with respect to displays visible from outside the dwelling.

No rules shall regulate the content of political signs; however, rules may regulate the time, place and manner of posting such signs (including design criteria).

(c) **Household Compositions**. Units are for live/work commercial and single-family, owner-occupied use and may be occupied by individuals related by birth, adoption or marriage on the basis of not more than two persons per bedroom in each Unit. An unrelated adult individual(s) over the age of eighteen years may occupy a Unit as a guest for a period of less than thirty days. Any individual may not be a guest in a Unit for more than thirty days in any one calendar year.

(d) **Activities Within Dwellings**. No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to live/work commercial and residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic or excess parking, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance. Home daycare operations are specifically prohibited in any Unit.

(e) **Insurance Rates**. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located upon any Lot or the Common Area without prior written approval of the Board.

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

(g) **Abridging Existing Rights**. If any rule would otherwise require Owners to dispose of personal property which they maintained in or on the Unit prior to the effective date of such rule, or to vacate a Unit in which they resided prior to the effective date of such rule, and such property was maintained or such occupancy was in compliance with this Declaration and all rules previously in force, such rule shall not apply to any such Owners without their written consent.

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

(i) **Unsightliness**. The exterior areas of all Units, including porches, driveways, walkways, patios and yards, shall be kept in a neat and orderly fashion at all times. No exterior visible to another Unit area may be used for the storage of recreational equipment, furniture or other goods or merchandise.

(j) **Screened Garbage Areas**. All garbage must be maintained in a fenced garbage area located within the Common Area as designated on the Final Plat. The fenced garbage area shall be maintained by the Association as a Common Expense.

The limitations in subsections (a) through (h) of this Section 3.4 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article X.

3.6 Domestic Animals. Except as specifically permitted below or by the Master Rules and Regulations, no animals, reptiles, primates, skafowl or insects of any kind shall be kept, raised, bred, maintained or boarded within or upon any part of the Properties or a Unit situated thereon.

Notwithstanding the foregoing, each Unit shall be entitled to a maximum of no more than a total of two Household Pets, of which no more than two (2) may be a dog. The term Household Pet(s) means generally recognized Household Pets such as dogs, cats, fish, birds, rodents, and non-poisonous reptiles. Pets may not be kept for any commercial purpose, may not be kept in unreasonable numbers, may not cause an unreasonable amount of noise or odor, and may not otherwise become a nuisance to other Unit Owners. All Owners or Occupants with household pets shall keep the animals restrained and controlled at all times so they do not cause a nuisance to others and do not harass or endanger others. "Nuisance" means any noisy animal, any vicious animal, or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other property within the Properties. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a Nuisance. "Noisy Animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Board or its designee shall have the right to enter the property and remove any Noisy Animal and any such action shall not be deemed a trespass. If the Board removes a Noisy Animal, the Noisy Animal shall be kenneled and the cost therefore shall be levied against the offending Owner as a Specific Assessment.

No owner or keeper of any animal who is visiting or working on the Properties shall be permitted to allow such animals to run free. Also, no pet or animal shall be restrained by leash, cord, chain, rope, or other attachment fixed to any vehicle, post, tree, or other structure or object within the Properties thereby allowing such animal to become a nuisance or interfere with pedestrian or vehicular traffic in and around any public area within the Properties. Contractors, sub-contractors and any other person providing services to a Unit may not bring dogs onto the Properties.

Food for Household Pets shall be stored in a secure area that cannot be accessed by wildlife.

The Owner of a Unit where a Household Pet is kept, as well as the legal owner of the Household Pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of driveways, walkways, Common Area or other Units necessitated by such Household Pet.

The Board shall have, and is hereby given, the right and authority to determine in its sole discretion that Household Pets are being kept for commercial purposes, or are otherwise a nuisance

to other Unit Owners or occupants, or that a Unit Owner is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Association may require the owner or custodian of a dog that barks or howls excessively, or of a Household Pet with other offensive habits, to confine such animal indoors. Further, the Association may require an Owner, as its own expense, to remove the Household Pet determined by the Association to be a Nuisance and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Unit and remove the Household Pet determined to be a Nuisance and any such action shall not be deemed a trespass.

3.7 Vehicle Parking, Storage, Operation and Repair.

(a) Any vehicles not prohibited in subsection (b) below shall be permitted vehicles and may be parked on the Properties in the space or spaces designated for each Unit or in guest parking.

(b) No boats, rafts, kayaks, trailers, buses, motor homes, campers (on or off supporting vehicles), non-street legal motorcycles, snowmobiles, recreational vehicles, golf carts, trucks, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting passenger automobiles and one ton or smaller pick-up trucks) shall be parked or stored in or upon the driveways within the Properties, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on any driveway. This restriction shall not prevent the non-commercial washing and polishing of vehicles and boats, together with activities normally incidental thereto.

(c) Notwithstanding the foregoing, vehicles shall be parked in designated parking spaces in compliance with the Master Rules and Regulations. Owners may not park their vehicles in spaces designated for guest parking

(d) An "abandoned or inoperable vehicle" shall mean any motorized vehicle which does not display a current valid motor vehicle license and registration tag or which has not been driven under its own propulsion for a period of two (2) weeks or longer (excepting otherwise permitted vehicles parked by Unit Owners or occupants on their Unit driveways while on vacation or during a period of illness), or which does not have an operable propulsion system within the vehicle.

(e) In the event that the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section 3.7, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within seventy-two (72) hours thereafter, the Board shall have the right to remove and store the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the Owner of the Unit driveway on which the vehicle is located and to enter upon an Owner's Unit for such purpose, all without liability on the part of the Board.

3.8 Use Restrictions. The Common Area is defined and described on the Final Plat and shall be owned by and reserved for the benefit of the Association and its Members, their guests and invitees subject to the restrictions set forth in this Declaration. The following uses are prohibited on the Common Area and the Lots:

- (a) The construction or location of any buildings, structures or accessory structures.
- (b) Dredging, mining, excavation, or the exploration for, extraction or processing of oil and gas or minerals, or the removal or processing of rock, sand and gravel not associated with a wildlife or fisheries habitat improvement project, or the other industrial use of the Common Area.
- (c) Off-road use of vehicles and off-trail use of any form of motorized transportation, except where needed for maintenance and upkeep of the Open Area, including bona fide agricultural purposes, excepting for the use of vehicles to respond to emergencies.
- (d) Other than constructed as part of the development of the Properties, the construction of roads, driveways, and parking areas.
- (e) The storage of recreational vehicles (including, but not limited to boats, snowmobiles, bicycles, campers, and motor homes) and the dumping or storing of ashes, trash, garbage, junk, or other unsightly or offensive materials.
- (f) Clearing, grading or other movement of the natural topography of the land except such activities in connection with fisheries habitat improvement, wildlife habitat improvement, clearing for safety purposes (e.g. deadfall along roads, or next to other structures), or clearing for the fire safety based on an improved fire management plan.

ARTICLE IV - ARCHITECTURE AND LANDSCAPING

4.1 General. No structure shall be placed, erected, or installed upon any Lot and, and no improvements (including staking, clearing, excavation, grading and other site work, exterior alterations of existing Units, and planning or removal of landscaping materials) shall take place except in compliance with this Article, the Design Guidelines promulgated pursuant to Section 4.3 and the Town of Jackson, Wyoming Land Development Regulations.

Any Owner may paint or redecorate the interior of his Unit without approval. However, modifications to the structure of a Unit, patios, and similar portions of a Unit visible from the exterior and any other modification that would change or alter the physical structure of a Unit shall be subject to ARC and Declarant's approval. ARC approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

All modifications to a Unit shall be approved an architect or engineer licensed in the State of Wyoming. All plans and specifications for modifications to the interior or exterior of any Unit shall be subject to review as provided herein.

This Article shall not apply to the development activities of the Declarant in accordance with this Declaration.

This Article may not be amended without the Declarant's written consent.

4.2 Architectural Review.

(a) **Architectural Review Committee.** The Declarant shall appoint all three (3) of the original members of the Architectural Review Committee ("ARC") and all replacements until the third anniversary of this Declaration or the sale of seventy-five percent (75%) of the Units to Owners not affiliated with the Declarant, whichever shall come first. Thereafter, all of the members of the ARC shall be appointed by the Board.

4.3 Guidelines and Procedures.

(a) **Design Guidelines.** The Declarant may prepare the initial Design Guidelines, which may contain general provisions applicable to all of the Units. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the ARC in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the ARC, and compliance with the Design Guidelines does not guarantee approval of any application.

The Declarant shall have sole and full authority to amend the Design Guidelines as long as it owns any portion of the Properties, notwithstanding the reviewing authority of the ARC, unless the Declarant delegates the power to amend to the ARC. Upon termination or delegation of the Declarant's right to amend, the ARC shall have the authority to amend the Design Guidelines with the consent of the Board. Any amendments to the Design Guidelines shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive.

The ARC shall make the Design Guidelines available to Owners and Builders who seek to engage in construction within the Properties. In the Declarant's discretion, such Design Guidelines may be recorded in the Public Records, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

(b) **Procedures.** Prior to commencing any work within the scope of this Article ("Work"), an Owner shall submit to the ARC an application for approval of the proposed Work in such form as the Design Guidelines or the ARC may specify. Such application shall include plans and specifications ("Plans") showing site layout, grading, structural design (for interior

modifications), landscaping, drainage, irrigation, and other features of proposed construction, as applicable. The Design Guidelines and the ARC may require the submission of such additional information as may be reasonably necessary to consider any application. The Plans shall be in such form and shall contain such information as may be reasonably required pursuant to the Design Guidelines.

In reviewing each submission, the ARC may consider any factors it deems relevant, including without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

The ARC shall, within thirty (30) days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The ARC may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the ARC fails to respond in writing within sixty (60) days of submission, approval shall be deemed to have been given. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted pursuant to Section 4.5. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

Until expiration of the Declarant's rights under this Article, the ARC shall notify the Declarant in writing within three (3) business days after the ARC has approved any applications relating to proposed Work within the scope of matters delegated to the ARC by the Declarant. The notice shall be accompanied by a copy of the application and any additional information which the Declarant may require. The Declarant shall have ten (10) days after receipt of such notice to veto any such actions, in its sole discretion, by written notice to the ARC and the applicant.

If construction does not commence on a project for which Plans have been approved within two year after the date of approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to reapply for approval before commencing the proposed Work.

The ARC may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

(c) **Obligation to Complete Construction.** Regardless of the type of improvement being constructed on a Lot or within a Unit, once construction has commenced, it must be completed within six (6) months from the date construction commenced unless otherwise specified in the notice of approval or unless the ARC grants an extension in writing, which it shall

not be obligated to do. Completion of improvements shall mean that a certificate of occupancy has been issued by the local governing body empowered to do so and that they are in a condition suitable for immediate occupancy by the Owner or its occupant.

4.4 No Waiver of Future Approvals. Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the ARC may refuse to approve similar proposals in the future. Approval of applications or Plans for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

4.5 Variances. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless approved in writing by the ARC; (b) be contrary to this Declaration; or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

4.6 Limitation of Liability. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties but shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements or compliance with plans and specifications, nor for ensuring that all dwellings are of comparable quality, value or size or of similar design. Neither the Declarant, the Association, the Board, any committee, nor member of any of the foregoing shall be held liable for soil conditions, drainage or other general site work, or for any defects in plans revised or approved hereunder, or for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Unit. In all matters, the ARC and all persons comprising the ARC shall be defended and indemnified by the Association as provided in Section 7.6.

4.7 Certificate of Compliance. Any Owner may request that the ARC to issue a certificate of architectural compliance certifying that there are no known violations of this Article or the Design Guidelines. Following review and approval of the request by the Declarant, the Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

4.8 Standard of Construction. All improvements to the Properties made by the Declarant have been or will be constructed in accordance with all applicable city, county, state and federal building codes. Declarant does not warrant that its improvements to the Properties exceed, in any manner, the minimum building standards required by applicable county, state and federal laws.

4.9 Enforcement. Any structure or improvement placed or made in violation of this Article or the Design Guidelines shall be deemed to be nonconforming. Upon written request from the Declarant, the ARC or the Board, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Declarant, the Association or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the benefited Unit and collected as a Specific Assessment.

All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved Work and all work previously approved with respect to the same Unit, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Declarant or the Association shall be authorized, after notice to the Owner of the Unit and an opportunity to be heard in accordance with the By-Laws, to enter upon the Unit and remove or complete any incomplete Work and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded from the Properties. In such event, neither the Declarant, the Association its officers, or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARC.

4.10 Development and Use Restrictions. All development of the Properties shall conform to the following requirements:

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

(b) **Use Restrictions.** The use of each Unit shall be limited to live/work occupancy as defined by the Town of Jackson Land Development Regulations.

ARTICLE V – MAINTENANCE AND REPAIR

5.1 Maintenance of Units. The Association shall maintain the exterior of all Units and any and all landscaping situated within the community within in a manner consistent with the Governing Documents, the Community-Wide Standard and all applicable covenants. Landscaping originally provided by the Declarant, pursuant to the approved Final Development Permit for the Properties, shall be maintained by the Association, and as determined necessary by the Board, replaced by the Association.

5.2 Maintenance of Foundations. Each Owner is solely responsible for the maintenance and repair of the foundations of its Unit. However, if a licensed structural engineer determines that failure to repair the foundation under one Unit may adversely affect one other Unit in the building, then the cost of the foundation repair will be equally divided by the two Owners of the Units. If an Owner fails or refuses to pay his share of costs of repair of the foundation, the Owner advancing monies has a right to file a claim of lien for the monies advances in the county's real property records, and has the right to foreclose upon the lien as if it were a mechanic's lien. The right of an Owner to contribution from another Owner under this subsection (c) is appurtenant to the delinquent Owner's Unit and passes to the delinquent Owner's successors in title.

PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION

ARTICLE VI – THE ASSOCIATION AND ITS MEMBERS

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

6.2 Membership. Every Owner of a Unit shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners.

6.3 Voting. The Association shall have two-classes of membership. Members shall be Class A and shall have one equal vote for each Unit in which they hold the interest required for membership under Section 6.2. The Declarant shall be a Class B Member and shall have one vote on all matters requiring a vote hereunder. All votes shall be cast as provided in Section 6.3(a). The Declarant's Class B membership shall expire on the sale of the last Unit to an owner not affiliated with the Declarant.

(a) **Exercise of Voting Rights.** The vote for each Unit owned by a Member shall be exercised by the Owner of the Unit. In any situation where there is more than one Owner of such Unit, the vote for such Unit shall be exercised as the co-Owners determine among

themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

(b) **Commencement of Voting Rights.** Voting rights as to each Unit shall vest upon transfer of a deed of conveyance of a Unit to an Owner.

6.4 Obligation to Maintain Common Area Landscaping. The Association, acting through the Board, shall be obligated to maintain the Common Area landscaping. As determined necessary by the Declarant, the Association shall be obligated to replace the landscaping originally provided on the Common Area by the Declarant. This provision 6.4 shall be specifically enforceable by the Declarant so long as this Declaration shall remain in effect and such provision shall not be amended by the Association without the consent of the Declarant.

ARTICLE VII – ASSOCIATION POWERS AND RESPONSIBILITIES

7.1 Acceptance and Control of Association Property.

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

(b) The Declarant and its designees may convey real or personal property to the Association.

7.2 Maintenance.

(a) **Common Area.** The Association shall maintain, in accordance with the Community-Wide Standard, the Common Area as it is designated on the Plat. The costs associated with maintenance, repair and replacement of the Common Area shall be a Common Expense; provided, the Association may seek reimbursement from the owner(s) of, or other Person responsible for, certain portions of the Common Area pursuant to this Declaration, the Covenant to Share Costs, other recorded covenants, or agreements with the owner(s) thereof

(b) **Units.** The Association shall, for purposes of maintaining the appearance of building improvements, provide maintenance upon the exterior of each Unit located upon a Lot, including but not limited to: paint, repair, replace and care for roofs, siding, gutters, downspouts and exterior building surfaces; provided however, that the Association shall not be required to provide any maintenance to structures added by the Owner. Such exterior maintenance shall not include the maintenance, repair or replacement of glass surfaces. Any utility services or other types of elements which are utilized in common, such as, but not limited to, sewer or water lines, shall be maintained, repaired and replaced, as needed, by the Association. Owners shall be responsible to main and repair all utility lines and services inside their boundary to their Lot. The Association shall maintain, repair and replace all utility lines and services in the Common Area. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. The costs associated with

maintenance, repair and replacement of the exterior improvements located on each Unit as provided for in this subsection (b) shall be a Common Expense.

(c) **Sidewalks and Driveways.** The maintenance, repair and replacement of all driveways and sidewalks within the Properties shall be the responsibility of the Association and the costs of such maintenance, repair and replacement shall be included in the Common Expenses.

7.3 Insurance.

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

(i) Blanket property insurance covering “risks of direct physical loss” on a “special form” basis (or comparable coverage by whatever name denominated) for all Units and insurable improvements within the Properties to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then “broad form” coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements (including all Units) under current building ordinance and codes. It is specifically intended that this be a “walls-in” insurance policy that insures the complete interior of each Unit as constructed by the Declarant. The Declarant shall be named as an additional insured on all policies of insurance covering direct physical loss to any Unit;

(ii) Commercial general liability insurance on the Common Area and Lots, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least one-million dollars (\$1,000,000.00) per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits. If the policy does not contain “severability of interest” in its terms, the Association shall acquire an endorsement to preclude the insurer’s denial of a Unit Owner’s claim because of negligent acts of the Association or of other Unit Owners; and

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

Premiums for all insurance on the Common Area and the Lots shall be assessed by the Board as a Common Expenses. Premiums for all insurance on the Units shall be assessed against the Unit owners as a Specific Assessment the cost of which shall be divided pro-rata among the Unit Owners according to the square-footage size of each Unit.

(b) **Policy Requirements.** The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Town of Jackson, Wyoming area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

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

All insurance coverage obtained by the Board shall:

- (i) Be written with a company authorized to do business in the State of Wyoming;
- (ii) Be written in the name of the Association as trustee for the benefited parties, including the Declarant.
- (iii) Not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;
- (iv) Contain an inflation guard endorsement;
- (v) Include an agreed amount endorsement if the policy contains a co-insurance clause;
- (vi) Provide a waiver of subrogation under the policy against any Owner or household member of an Owner;
- (vii) Include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;
- (viii) Include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association;

(ix) Provide that the policy will be primary, even if a Unit Owner has other insurance that covers the same loss.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(i) A waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, its attorneys, the Owners and their tenants, servants, agents, and guests;

(ii) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) An endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) An endorsement requiring at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(v) A provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any related to the loss.

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

Damaged improvements on the property shall be repaired or reconstructed unless at least seventy-five percent (75%) of Members decide within sixty (60) days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the insured improvements shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, then the insurance proceeds shall be paid to the Owners and Permitted Mortgagees as their interests are determined based upon the square footage size of each Unit and the insurance proceeds available. All mortgages, liens and other charges against the Units and Lots shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s). In the event an Owner accepts insurance proceeds in lieu of replacing his/her Unit, such Owner shall then, upon receipt of such insurance proceeds, quit claim and convey any interest Owner has in the Unit and Lot to the Declarant.

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

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3(a).

7.4 Compliance and Enforcement. Every Owner and occupant of a Unit shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the By-Laws. Such sanctions may include, without limitation:

(a) Imposing reasonable monetary fines (which shall constitute a lien upon the violator's Unit). In the event that any occupant, guest or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;

(b) Suspending an Owner's right to vote;

(c) Suspending any Person's right to use any Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(d) Suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(e) Exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(f) Requiring an Owner, as its own expense, to remove any structure or improvements on such Owner's Unit in violation of Article IV and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

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

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

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the By-Laws:

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

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

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

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

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

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

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

7.6 Indemnification of Officers, Directors and Others. The Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement or any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member,

except that such obligation to indemnify shall be limited to those actions for which liability is limited under Wyoming law and the By-Laws.

7.7 Provision of Services. The Association shall be authorized but not obligated to enter into and terminate, in the Board's discretion, contracts or agreements with other entities, including Declarant, to provide services to and facilities for the Members of the Association and their guests, lessees and invitees and to charge use and consumption fees for such services and facilities. By way of example, some services which might be offered include concierge services, property management services, landscape maintenance, snow plowing, common area maintenance, pest control, caretaker, transportation, utilities, and similar services.

ARTICLE VIII – ASSOCIATION FINANCES

8.1 Budgeting and Allocating Common Expenses. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses and insurance assessed as a Specific Assessment, for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.4. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments against each.

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

The Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 8.8(b), which may be either a contribution, an advance against future assessments due from the Declarant, or a loan, in the Declarant's discretion. The Declarant may provide initial pre-funding as a subsidy to the reserve account of the Association. Such subsidy shall be disclosed as a line item in the income portion of the initial budget. The payment of such subsidy in any year shall not obligate the Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner not less than forty-five (45) nor more than sixty (60) days prior to the effective date of such budget; provided, however, if the Base Assessment is increased from the previous year's Base Assessment, the Board shall send notice of the increase by first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the increased Base Assessment becoming due. Such budget and assessment shall automatically become effective subject to the limitation on increases of assessments provided for in Section 8.5.

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

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

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

8.3 Special Assessments. In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.5, levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if Special Assessment is for Common Expenses or against an individual Unit or Units or if such Special Assessment is for an unbudgeted expense relating to less than all of the Units. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice by first class mail to the Owner(s) of the Unit subject Special Assessment not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

8.4 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Unit as follows:

(a) To cover the costs, including overhead and administrative costs including property loss insurance, and costs of providing services to a Unit upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(b) To cover costs incurred in bringing a nonconforming Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a nonconforming Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the nonconforming Unit Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (b).

8.5 Limitation of Increases of Assessments. Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association pursuant to Section 8.5, the Board may not impose a Base Assessment that is more than twenty percent (20%) greater than each of those assessments for the immediately preceding fiscal year, nor impose a Special Assessment which in the aggregate exceeds five percent (5%) of the budgeted Common Expenses for the current fiscal year, without a majority vote of a quorum of the Members which are subject to the applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all of the Members of the Association.

For purposes of this Section, "quorum" means at least seventy-five percent (75%) of the total voting power of the Association subject to the applicable assessment. For purposes of this Section, the term "Base Assessment" shall be deemed to include the amount assessed against each Unit plus a pro rata allocation of any amounts the Association received through any subsidy or maintenance agreement, if any, in effect for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation is any one of the following:

- (a) An extraordinary expense required by an order of a court;
- (b) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered; or
- (c) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which could not have been reasonably foreseen by the Board in preparing and distributing the pro forma budget pursuant to Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment. In no event shall such resolution become effective against the Declarant so long as the Declarant owns any Unit(s) within the Properties unless the Declarant consents in writing by executing any such resolution.

8.6 Authority to Assess Owners; Date of Commencement of Assessments; Time of Payment. The Declarant hereby establishes and the Association is authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. Subject to Section 8.1 and 8.8, the obligation to pay the assessments provided for herein shall commence as to all Units on the first day of the month following the first conveyance of a Unit to an Owner. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Unit.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit

and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.7 Personal Obligation.

(a) Subject to the provisions of Section 15.5 hereof:

Each Owner, by accepting a deed of conveyance or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum or such other rate as the Board may establish, subject to the limitations of Wyoming law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Unit until paid in full. Upon a transfer of title to a Unit, the grantee shall not be personally liable for any assessments and other charges due at the time of conveyance unless expressly assumed by him/her, but such transferred Unit shall remain subject to any liens imposed upon it pursuant to Section 8.9 herein. No first Mortgagee who obtains title to a Unit by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

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

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

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

(b) **Declarant's Obligations for Assessments.** The Declarant is subject to the payment of assessments against Units which it owns. The Declarant shall also be exempt from the payment of that portion of any assessment which is for the purpose of defraying expenses and

reserves directly attributable to the existence and use of the Common Area and any Unit owned by the Declarant.

8.8 Lien for Assessments. Each Owner, by his or her acceptance of a deed of conveyance to a Unit, hereby vests in the Association and its agents the right and power to bring all appropriate actions against such Owner personally for the collection as a debt of any unpaid and delinquent billings for Base Assessments, Common Assessments, Special Assessments, interest, late fees, enforcement costs and other charges owing by such Owner in accordance with the terms hereof. Additionally, in order to secure payment of any billings for Base Assessments, Common Assessments, as well as Special Assessments, interest, late fees, enforcement costs and other charges due hereunder, Declarant hereby retains, and each Owner by his or her acceptance of a deed to a Unit, hereby grants the Association and its agents a lien for such Base Assessments, Common Assessments, Specific Assessments, as well as Special Assessments, interest, late fees, enforcement costs and other charges for which such Owner is responsible under the terms hereof. The Board, acting on behalf of the Association, is authorized to record a notice of any unpaid amounts secured by such lien in the office of the County Clerk of Teton County, Wyoming, which shall include a description of the applicable Unit and the name of the Owner thereof and the basis for the amount of the lien. Said lien shall be enforceable by the Association or its agents through all appropriate methods available under applicable Wyoming law for the enforcement of such liens, including without limitation, non-judicial foreclosure pursuant to Wyoming Statutes (as amended from time to time), and the Declarant and each such Owner hereby expressly grant to the Association a power of sale in connection with said lien. The Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Public Records. The lien herein retained and granted is and shall be expressly subordinate in all respects to any Mortgage predating the charge in question (as evidenced by the recording date of a notice of unpaid assessments in the Public Records) except that no lien shall interfere with the rights of a Permitted Mortgagee. Any holder of a Mortgage that predates the date of the charge in question and who acquires title to a Unit through foreclosure of its Mortgage or acceptance of a deed in lieu of foreclosure thereunder, shall not be liable for the unpaid portion of any such charges relating to the Unit in question that arose prior to such acquisition. Additionally, after any such foreclosure or deed in lieu of foreclosure, such Unit shall remain subject to this Declaration and the above-described lien and the new Owner of such Unit shall thereafter be personally liable for all charges of the type described above which relate to such Unit and which become due after such new Owner acquires title to said Unit by foreclosure or by acceptance of a deed in lieu of foreclosure. Except as otherwise provided above as to holders of Mortgages or by applicable law, no sale or transfer of any Unit shall (a) relieve any Owner thereof from personal liability for any of such unpaid charges attributable to the applicable Unit which become due prior to the date of such sale or transfer or (b) satisfy or extinguish the above-described lien in respect of such unpaid charges.

PART FOUR: COMMUNITY DEVELOPMENT

ARTICLE IX – EXPANSION OF THE COMMUNITY

9.1 Additional Covenants and Easements. The Declarant may subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the various Assessments as provided for herein. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

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

ARTICLE X – ADDITIONAL RIGHTS RESERVED TO DECLARANT

10.1 Withdrawal of Property. Prior to the sale of the first Unit to a person not affiliated with the Declarant, the Declarant reserves the right to amend this Declaration, without prior notice and without the consent of any Person, for the purpose of removing property then owned by the Declarant, its affiliates, or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes in the Declarant's plans for the Properties, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties.

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

10.4 Right to Approve Changes in Community Standards. No amendment to or modification of any Master Rules and Regulations or Design Guidelines shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns Units subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1.

10.5 Right to Transfer or Assign Declarant Rights. Any or all of the special rights and obligations of the Declarant set forth in this Declaration may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation or enlarge a right beyond that which the Declarant has under this Declaration. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on

a one-time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY

The nature of living in a planned community requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, the developer, the Association, and others within or adjacent to the community.

ARTICLE XI - EASEMENTS

11.1 Easements in Common. The Declarant grants to each Owner a non-exclusive right and easement of use (subject to the rights of other Owners, Members and the Association), access, and enjoyment in and to the Common Area, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitation contained in any deed conveying such property to an Owner Association; and
- (c) The right of the Board to adopt rules regulating the use and enjoyment of the area of the Common Area.

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

11.2 Easements for Drainage, Utilities.

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

(b) The Declarant reserves for itself, so long as the Declarant owns any property described on **Exhibit "A"** of this Declaration, and grants to the Association and all utility providers, perpetual non-exclusive easements throughout all of the Properties (but not through a Unit) to the extent reasonably necessary for the purpose of:

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

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

(iii) Access to read utility meters.

(c) Declarant also reserves for itself the non-exclusive right and power to grant and record in the Public Records such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on **Exhibit "A"**.

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

11.3 Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over the Common Area and Units as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Unit, but not to enter any structure thereon, for emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

11.4 Easements for Cross-Drainage. Every Unit shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Lot to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected property and the Board.

11.5 Easement for Emergency Vehicles. The Properties are hereby burdened with an easement allowing all policemen, firemen, ambulance personnel, and similar emergency personnel entry to perform their duties, including the enforcement of traffic regulations.

11.6 Easement for Encroachments. Every Unit shall be burdened with an easement for roof and eave overhangs, foundation, footer and wall encroachments and any and all other structural encroachments created by the platting of the Properties as a townhome subdivision.

11.7 Reservation for Future Easements and Assessments. The Declarant hereby reserves the right to grant a future easement to reconfigure current access to the property in conjunction with future development of adjacent properties. Each Owner, by accepting a deed for

their Lot, agrees to be bound to pay their proportionate share of any special assessment necessary to pay the costs of improving any such easement and reconfiguration of access to the Properties.

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

The growth and success of The FARMHOUSE Live Work Townhome Addition to the Town of Jackson, Wyoming as a community in which people enjoy living, working, and playing requires good faith efforts to resolve disputes amicably, attention to and understanding of relationship within the community and with our neighbors, and protections of the rights of others who have an interest in the community.

ARTICLE XII – DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

12.1 Consents for Association Litigation. Except as provided in this Section, the Association shall not commence a judicial or administrative proceeding without the approval of a majority of a quorum of the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Governing Documents (including, without limitation, the foreclosure of liens); (b) the collection of assessments; or (c) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

12.2 Alternative Method for Resolving Disputes. The Declarant, the Association, its officers, directors, and committee members, if any, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, “Bound Parties”) agree to encourage the amicable resolution of disputes involving the Properties, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described in Section 12.3 shall be resolved using the procedures set forth in Section 12.4 in lieu of filing suit in any court.

12.3 Claims. Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligations and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Properties shall be subject to the provisions of Section 12.4.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 12.4:

(a) Any suit by the Association against a Bound Party to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association’s ability to enforce the provisions of Article III and Article IV;

(b) Any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents, if the amount in controversy exceeds five thousand dollars (\$5,000);

(c) Any suit in which any indispensable party is not a Bound Party;

(d) Any suit as to which the applicable statute of limitations would expire within one-hundred twenty (120) days of the Request for Resolution pursuant to Section 12.4, unless the party or parties against whom the Claim is made agree to toll the statute of limitations for such periods as may be reasonably be necessary to comply with this Article; and

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 12.4.

12.4 Mandatory Procedures.

(a) **Request for Resolution.** Any Bound Party having a Claim (“Claimant” against any other Bound Party (“Respondent”) (collectively, the “Parties”) shall notify each Respondent in writing (the “Request for Resolution”), stating plainly and concisely:

1. The nature of the Claim, including the Persons involved and Respondent
2. The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
3. Claimant’s proposed remedy; and
4. That Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim; and
5. That Respondent must respond to the Request for Resolution within thirty (30) days of its receipt or it will be deemed to have been rejected.

(b) **Negotiation and Mediation.**

1. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Request for Resolution, the Board may appoint a representative to assist the Parties in negotiation.

2. If the Respondent rejects the Request for Resolution, or Parties do not resolve the Claim within ninety (90) days of the date of acceptance of the Request for Resolution (or within such other period as may be agreed upon by the Parties) (“Termination of Negotiations”), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspice of an independent mediation agency providing dispute resolution services in Wyoming.

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

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

5. Within five (5) days of the Termination of Mediation, the Claimant shall make a final written settlement demand (“Settlement Demand”) to the Respondent, and the Respondent shall make a final written settlement offer (“Settlement Offer”) to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant’s original Request for Resolution shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a “zero” or “take nothing” Settlement Offer. In this event, the Mediator shall issue a final written binding decision within ten (10) days of the last offer. This decision shall bind the parties and may be reduced to judgment. The judgment may be enforced by a court of law after the procedures described in Section 12.6 have been exhausted.

12.5 Allocation of Costs of Resolving Claims.

(a) Subject to Section 12.5(b), each Party shall bear its own costs, including attorneys’ fees, and each Party shall share equally all charges rendered by the mediator(s) (“Post Mediation Costs”).

(b) Any Award which is equal to or more favorable to Claimant than Claimant’s Settlement Demand shall add Claimant’s Post Mediation Costs to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent’s Settlement Offer shall award to such Respondent its Post Mediation Costs.

12.6 Enforcement of Resolution. After resolution of any Claim, if any Party fails to abide by the terms of any agreement or Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 12.4. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) at all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys’ fees and court costs.

12.7 Board Authorization. The Board may perform any act reasonably necessary to institute, defend, settle, or intervene on behalf of the Association in binding arbitration, non-binding arbitration, mediation, litigation, or administrative proceedings in matters pertaining to (a)

enforcement of the governing documents, (b) damage to the Common Area, (c) damage to the Units which arises out of, or is integrally related to, damage to the Common Area, or (d) any other civil claim or action.

ARTICLE XIII – AMENDMENT OF DECLARATION

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

13.2 By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least eleven of the 16 Owners.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

13.3 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within thirty (30) days of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

13.4 Exhibits. The Exhibits attached to this Declaration are incorporated by this reference and amendment of such exhibit shall be governed by this Article. All other exhibits are attached for informational purposes any may be amended as provided herein or in the provisions of this Declaration which refer to such exhibits.

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (“Agreement”) dated this _____ day of July, 2016 by and between RZEKA, LLC a Wyoming limited liability company, hereinafter referred to as “Subdivider”, and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the “Town”, provides as follows:

WHEREAS, Subdivider submitted a Final (Major) Development Plan for fifteen (15) Live-work units located at 1200 South Highway 89, Jackson, Wyoming 83001, which was approved by Town Council on September 9, 2014 subject to execution of this agreement and submission of a Final Plat; and

WHEREAS, the Town of Jackson Land Development Regulations require that a subdivision Agreement for public and private improvements be executed by the Subdivider and the Town and recorded in the Office of the Teton County Clerk and Recorder; and

WHEREAS, the Town Council approves of the terms and conditions of this Agreement for this Final (Major) Development Plan designated as the Farmhouse Addition to the Town of Jackson.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Subdivider on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. SUBDIVIDER TO COMPLY

Subdivider shall comply with all improvement requirements contained in Section 7.2.2.A.1 A. of the Town of Jackson Land Development Regulations, the Development Plan approved by Town Council on September 9, 2014 and subdivision improvement plans and specifications retained on file in the office of the Town Engineer the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision. Improvements shall be engineered, designed, constructed, and installed solely at Subdivider’s own cost and expense except as noted below in Section 15 regarding over-sizing of utilities.

2. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED

The requirements of the Town Council, as set forth in its approval of any required Final Development Plan, Conditional Use Permit, and Final Plat are hereby incorporated herein by reference as though fully set forth. Development and use of all land within the

subdivision is limited to that conveyed by the Final Plat and the Land Development Regulations of the Town of Jackson, as they may be amended from time to time.

3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS

The subdivision infrastructure improvement plans and specifications filed by Subdivider or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer, and any revision of said improvement plans and specifications approved by said Town Engineer are hereby incorporated herein by reference as though fully set forth. All public improvement work required by Subdivider under this Agreement shall be in accordance with said improvement plans and specifications. No construction of required public or private improvements shall commence until after approval of a Final Development Plan and approval of all design and construction drawings by appropriate agencies.

The Subdivider, its contractors and subcontractors, shall follow all instructions received from the Town's inspectors. Prior to construction, the Subdivider or his engineer shall schedule a preconstruction meeting with Town Engineering at a mutually agreeable time and location with all parties concerned, including the Town staff, to review the program for the construction work.

4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE

INTENTIONALLY OMITTED.

5. ESTIMATED COST OF OTHER SUBDIVISION IMPROVEMENTS AND SECURITY THEREFORE

Affordable Housing Obligation. The project is exempt from affordable housing exactions.

6. UNDERGROUND ELECTRICAL POWER, TELEPHONE, TELEGRAPH, CABLE TELEVISION, AND GAS FACILITIES

All electrical power, telephone and telegraph communication, cable television, and gas facilities within the subdivision shall be installed underground, except that above-ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Subdivider understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. Subdivider affirms that the public utility companies, including the cable television company enfranchised by the Town, providing the said services and facilities to and within the subdivision have been directly

consulted by Subdivider through its officers, agents, or employees and that Subdivider is informed as to the approximate cost to Subdivider of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans.

7. EXACTIONS:

There are no exactions applicable to this project.

8. TIME FOR COMPLETION:

The subdivision improvements required pursuant to this Agreement are complete.

9. WARRANTY:

All work and improvements required pursuant to this Agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of one (1) year from the date of acceptance, which shall be for the benefit of the Town and this obligation shall survive any release of security by the Town.

10. LIABILITY:

INTENTIONALLY OMITTED [THE IMPROVEMENTS ARE COMPLETE].

11. PERFORMANCE TESTING AND INSPECTION:

Subdivider shall be required to obtain a Town approved State of Wyoming licensed engineer to perform and/or monitor all testing required per the Town standards.

Subdivider shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. Subdivider shall be required to complete all construction work and necessary performance tests on installed infrastructure per the existing Town standards. Subdivider shall be responsible for the preparation of daily inspection reports and tests results. This information shall be submitted to the Town Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. Subdivider shall notify the Public Works Department prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide placement for a representative of the Town to be present at the test or placement.

12. RELEASE OF SECURITY:

A. Release. Not applicable. No security bonds were required for this project.

B. Acceptance by the Town. [IS THE TOJ ACCEPTING IMPROVEMENTS?]⁴

1. Prior to acceptance. The Town shall not have any responsibility with respect to any street, or other improvement, notwithstanding the use of the same by the public, unless the street or other improvement has been formally accepted by the Town.
2. Request for acceptance. Upon completion of the improvements, the Subdivider may request, in writing, their acceptance by the Town. This request shall be accompanied by proof that there are no outstanding judgments or liens against the land upon which the public improvements are located.
3. Final inspection. Upon receipt of a written request for acceptance from the Subdivider, the Town Engineer, and other appropriate government agencies will conduct a final inspection of the public and private improvements. The Town Engineer will furnish a written list of any deficiencies noted. The Town Engineer will base the inspection on compliance with the approved construction plans, profiles and specifications, as required by the Land Development Regulations. Upon satisfactory completion of all construction in accordance with the approved plans, profiles, and specifications, as certified by a registered engineer in the State of Wyoming, and receipt of reproducible record drawings and satisfactory test results, the Town Engineer will notify the Subdivider in writing of the Town's approval of the public improvements and schedule the request for acceptance for review by the Town Council.
4. Record drawings. Prior to the acceptance of any completed improvements, record drawings and specifications for streets, water, sewer, drainage and other facilities must be submitted to the Town Engineer. The plans shall be submitted on twenty-four (24) inches by thirty-six (36) inches mylar and shall be accompanied by two (2) sets of prints and computerized electronic media format deemed suitable by the Town Engineer. The plans shall show the detailed location of all utilities including service lines to lots. A permanent benchmark shall be described on each sheet.
5. Certification. The following certification by the project engineer shall appear on the face of the record drawings:

Records Plans Certificate

These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Wyoming Department of Transportation, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted.

(Engineer's Signature)

(Engineer's Name, Printed) Date

Wyoming P.E. No.

6. Notification of acceptance. Upon action of the Town Council to accept the improvements, the Town Engineer shall notify the Subdivider in writing of the Town's acceptance.
7. Responsibility to maintain. Upon acceptance by the Town, all responsibility for the improvements shall be assumed by the Town, except that the Subdivider shall be subject to a one (1) year warranty on the construction of the improvements from the time of acceptance by the Town.

13. DEVELOPMENT COORDINATION

Unless specifically provided in this Agreement to the contrary, the contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the improvements required herein. Subdivider shall notify the Town Engineer when improvements shall be installed. The Planning Director shall coordinate development exactions related to parks fees, school fees and affordable housing or construction of affordable housing.

14. ACCEPTANCE: [IS THE TOWN ACCEPTING IMPROVEMENTS?]

The Town agrees to accept the improvements only upon proper completion of the public and private infrastructure improvements as set forth in Article 3 of this Agreement, and the satisfactory testing and inspection and acceptance of said improvements as set forth in articles 11 and 12 of this Agreement. The Town shall not be responsible for any improvements, maintenance, or care until the same shall be accepted, nor shall the Town exercise any control over the improvements until accepted.

15. REIMBURSEMENT FOR INFRASTRUCTURE OVER-SIZING:

Not applicable.

16. NOTICES

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town: Town of Jackson
 Attention: Town Engineer
 PO Box 1687
 Jackson, WY 83001

Subdivider: RZEKA, LLC
P.O. Box 184
Stillwater, MN 55082, WY 83002

Either party upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

17. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS

This Agreement shall run with the land included within the subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

18. TITLE AND AUTHORITY

Subdivider warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants having full power and authority to enter into this Agreement.

19. SEVERABILITY

This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, State or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

**TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming**

APPROVED AS TO FORM:

Sara Flitner, Mayor

Town Attorney

CONTENTS:

Olivia Goodale, Town Clerk

Town Engineer

Planning Director

SUBDIVIDER:

By: _____

Name: _____

Title: _____

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Sara Flitner as Mayor of the Town of Jackson this _____ day of _____, 20__.

Witness my hand and official seal.

Notary Public

My commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Tyler Sinclair as Planning Director of the Town of Jackson this _____day of _____, 20__.

Witness my hand and official seal.

Notary Public

My commission Expires:

STATE OF WYOMING
)ss.
COUNTY OF TETON

The foregoing instrument was acknowledged before me by Darren Senn, Manager of RZEKA, LLC, a Wyoming limited liability company this _____ day of July, 2016.

Witness my hand and official seal.

Notary Public

My commission Expires:

we define, design & deliver
the places where you play, live & work



July 15, 2016

Shawn O'Malley
Town Engineer
Town of Jackson
150 East Pearl Ave.
Jackson, WY 83001

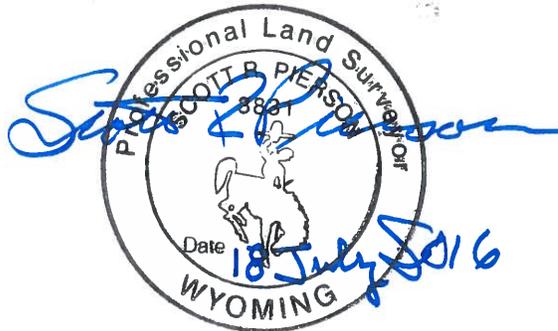
RE: Farmhouse Live Work Townhomes Addition to the Town of Jackson – Final Plat Lot Closure Information

Dear Shawn,

Attached is a copy of the lot closure calculations for the exterior boundary of the proposed Farmhouse Live Work Townhomes Addition to the Town of Jackson located at 1200 S. Highway 89. There are three sheets with lot closure information attached herewith dated 7/15/16. Please note a survey in digital form will be submitted with the final mylar at the time of Final Plat signature.

Best regards,

Scott R. Pierson
Wyoming PLS 3831



Enclosure:

Lot Report

Lot File: F:\2016\16062\Survey\ACAD\Data\16062_lots.lot
 CRD File: F:\2016\16062\Survey\ACAD\Data\16062_BASE.crd

Lot: 1 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
1701	S 00°00'00" E	28.312	89491.564	36301.853	0.000
1702	N 90°00'00" W	30.625	89463.251	36301.853	28.312
1703	N 00°00'00" W	28.312	89463.251	36271.228	58.937
1704	N 90°00'00" E	30.625	89491.564	36271.228	87.250
1701			89491.564	36301.853	117.875

Closure Error Distance> 0.00000
 Total Distance> 117.875
 Area: 867.1 Sq. Feet, 0.0 Acres

Lot: 2 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
1705	N 90°00'00" W	28.625	89491.564	36299.853	0.000
1704	N 00°00'00" W	30.312	89491.564	36271.228	28.625
1706	N 90°00'00" E	28.625	89521.876	36271.228	58.937
1707	S 00°00'00" E	30.313	89521.876	36299.853	87.562
1705			89491.564	36299.853	117.875

Closure Error Distance> 0.00100 Error Bearing> N 00°00'00" W
 Closure Precision> 1 in 117875.0 Total Distance> 117.875
 Area: 867.7 Sq. Feet, 0.0 Acres

Lot: 3 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
1708	S 00°00'00" W	11.521	89581.460	36289.686	0.000
1709	N 90°00'00" E	6.000	89569.939	36289.686	11.521
1710	S 00°00'00" E	20.687	89569.939	36295.686	17.521
1711	N 90°00'00" W	24.625	89549.251	36295.686	38.208
1712	N 00°00'00" E	32.208	89549.251	36271.061	62.833
1713	N 90°00'00" E	18.625	89581.460	36271.061	95.042
1708			89581.460	36289.686	113.667

Closure Error Distance> 0.00000
 Total Distance> 113.667
 Area: 724.0 Sq. Feet, 0.0 Acres

Lot: 4 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
1714	N 90°00'00" W	32.626	89581.460	36303.687	0.000
1713	N 00°00'00" W	18.417	89581.460	36271.061	32.626
1715	N 90°00'00" E	32.625	89599.876	36271.061	51.043
1716			89599.876	36303.686	83.668

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1714 S 00°00'11" E 18.417 89581.460 36303.687 102.084
 Closure Error Distance> 0.00002 Error Bearing> S 89°54'57" E
 Closure Precision> 1 in 5725256.9 Total Distance> 102.084
 Area: 600.9 Sq. Feet, 0.0 Acres

Lot: 5 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
1717			89633.668	36303.686	0.000
1718	S 00°00'00" E	18.417	89615.251	36303.686	18.417
1719	N 90°00'00" W	32.625	89615.251	36271.061	51.042
1720	N 00°00'06" E	18.417	89633.668	36271.061	69.459
1717	N 90°00'00" E	32.625	89633.668	36303.686	102.084

Closure Error Distance> 0.00054 Error Bearing> N 89°59'57" W
 Closure Precision> 1 in 190551.3 Total Distance> 102.084
 Area: 600.8 Sq. Feet, 0.0 Acres

Lot: 6 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
1720			89633.668	36271.061	0.000
1721	N 00°00'00" E	31.896	89665.564	36271.061	31.896
1722	N 90°00'00" E	18.625	89665.564	36289.686	50.521
1723	S 00°00'00" E	13.563	89652.001	36289.686	64.083
1724	N 90°00'00" E	6.000	89652.001	36295.686	70.083
1725	S 00°00'00" E	18.333	89633.668	36295.686	88.417
1720	N 90°00'00" W	24.625	89633.668	36271.061	113.042

Closure Error Distance> 0.00000
 Total Distance> 113.042
 Area: 704.1 Sq. Feet, 0.0 Acres

Lot: 7 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
1726			89665.564	36271.061	0.000
1727	N 00°00'00" W	32.312	89697.876	36271.061	32.312
1728	N 90°00'00" E	24.625	89697.876	36295.686	56.937
1729	S 00°00'00" E	20.750	89677.126	36295.686	77.687
1730	N 90°00'00" W	6.000	89677.126	36289.686	83.687
1722	S 00°00'00" E	11.563	89665.564	36289.686	95.250
1726	N 90°00'00" W	18.625	89665.564	36271.061	113.875

Closure Error Distance> 0.00100 Error Bearing> N 00°00'00" W
 Closure Precision> 1 in 113875.0 Total Distance> 113.875
 Area: 726.3 Sq. Feet, 0.0 Acres

Lot: 8 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
1731			89729.751	36312.374	0.000
	N 90°00'00" W	28.312			

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1732			89729.751	36284.061	28.312
1733	N 00°00'00" W	30.625	89760.376	36284.061	58.937
1734	N 90°00'00" E	28.313	89760.376	36312.374	87.250
1731	S 00°00'00" W	30.625	89729.751	36312.374	117.875

Closure Error Distance> 0.00100 Error Bearing> N 90°00'00" W
 Closure Precision> 1 in 117875.0 Total Distance> 117.875
 Area: 867.1 Sq. Feet, 0.0 Acres

Lot: 9 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
1735			89741.064	36361.684	0.000
1736	N 90°00'00" W	28.414	89741.064	36333.269	28.414
1737	S 00°00'00" E	11.313	89729.751	36333.269	39.727
1731	N 90°00'00" W	20.896	89729.751	36312.374	60.622
1734	N 00°00'00" E	30.625	89760.376	36312.374	91.247
1738	N 90°00'00" E	36.667	89760.376	36349.040	127.914
1739	N 00°00'00" E	5.688	89766.064	36349.040	133.602
1740	N 90°00'00" E	12.643	89766.064	36361.684	146.245
1735	S 00°00'00" E	25.000	89741.064	36361.684	171.245

Closure Error Distance> 0.00000
 Total Distance> 171.245
 Area: 1260.6 Sq. Feet, 0.0 Acres

Lot: 10 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
1736			89741.064	36333.269	0.000
1735	S 90°00'00" E	28.414	89741.064	36361.684	28.414
1741	S 00°00'00" E	5.000	89736.064	36361.684	33.414
1742	N 90°00'00" E	5.690	89736.064	36367.374	39.104
1743	S 00°00'00" E	27.667	89708.397	36367.374	66.771
1744	N 90°00'00" W	17.002	89708.397	36350.371	83.773
1745	N 00°00'00" W	2.354	89710.751	36350.371	86.127
1746	N 90°00'00" W	17.102	89710.751	36333.269	103.229
1736	N 00°00'00" E	30.313	89741.064	36333.269	133.542

Closure Error Distance> 0.00000
 Total Distance> 133.542
 Area: 1045.4 Sq. Feet, 0.0 Acres

Lot: 11 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
1747			89659.064	36361.684	0.000
1748	N 90°00'00" W	28.625	89659.064	36333.059	28.625
	N 00°00'00" W	30.311			

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PNT#	Bearing	Distance	Northing	Easting	Station
1749	N 90°00'00" E	17.312	89689.375	36333.059	58.936
1750	N 00°00'00" E	7.355	89689.375	36350.371	76.249
1751	N 90°00'00" E	17.002	89696.730	36350.371	83.604
1752	S 00°00'00" E	19.000	89696.730	36367.374	100.606
1753	N 90°00'00" W	5.690	89677.730	36367.374	119.606
1754	S 00°00'00" E	18.667	89677.730	36361.684	125.296
1747			89659.064	36361.684	143.963
Closure Error Distance> 0.00141 Error Bearing> N 45°00'00" E					
Closure Precision> 1 in 101797.0 Total Distance> 143.963					
Area: 1059.0 Sq. Feet, 0.0 Acres					

Lot: 12 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
1755	N 90°00'00" E	5.690	89659.730	36361.684	0.000
1756	S 00°00'00" E	25.500	89659.730	36367.374	5.690
1757	N 90°00'00" W	5.690	89634.230	36367.374	31.190
1758	S 00°00'00" E	5.167	89634.230	36361.684	36.880
1759	N 90°00'00" W	28.625	89629.064	36361.684	42.046
1760	N 00°00'00" W	30.000	89629.064	36333.059	70.671
1748	N 90°00'00" E	28.625	89659.064	36333.059	100.671
1747	N 00°01'37" E	0.667	89659.064	36361.684	129.296
1755			89659.730	36361.684	129.962
Closure Error Distance> 0.00031 Error Bearing> N 89°59'12" W					
Closure Precision> 1 in 414329.0 Total Distance> 129.962					
Area: 1003.8 Sq. Feet, 0.0 Acres					

Lot: 13 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
1761	N 90°00'00" E	5.690	89623.897	36361.684	0.000
1762	S 00°00'00" E	27.500	89623.897	36367.374	5.690
1763	N 90°00'00" W	17.001	89596.397	36367.374	33.190
1764	N 00°00'00" W	2.353	89596.397	36350.373	50.191
1765	N 90°00'00" W	17.314	89598.750	36350.373	52.544
1766	N 00°00'00" E	30.314	89598.750	36333.059	69.858
1767	N 90°00'00" E	28.625	89629.064	36333.059	100.171
1768	S 00°00'00" W	5.167	89629.064	36361.684	128.796
1761			89623.897	36361.684	133.963
Closure Error Distance> 0.00000 Error Bearing> N 90°00'00" E					
Closure Precision> 1 in 18411694351786.0 Total Distance> 133.963					
Area: 1050.8 Sq. Feet, 0.0 Acres					

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Lot: 14 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
1769			89574.294	36350.094	0.000
1770	N 12°00'00" E	6.689	89580.836	36351.484	6.689
1771	S 78°00'00" E	15.000	89577.718	36366.157	21.689
1772	S 12°00'00" W	18.375	89559.744	36362.336	40.064
1773	N 78°00'00" W	2.693	89560.304	36359.702	42.757
1774	S 12°00'00" W	18.625	89542.086	36355.829	61.382
1775	N 78°00'00" W	28.625	89548.038	36327.830	90.007
1776	N 12°00'00" E	30.311	89577.687	36334.132	120.318
1769	S 78°00'00" E	16.318	89574.294	36350.094	136.637

Closure Error Distance> 0.00000
 Total Distance> 136.637
 Area: 999.5 Sq. Feet, 0.0 Acres

Lot: 15 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
1775			89548.038	36327.830	0.000
1774	S 78°00'00" E	28.625	89542.086	36355.829	28.625
1777	S 12°00'00" W	30.314	89512.435	36349.527	58.939
1778	N 78°00'00" W	28.625	89518.386	36321.527	87.564
1775	N 12°00'00" E	30.314	89548.038	36327.830	117.877

Closure Error Distance> 0.00000
 Total Distance> 117.877
 Area: 867.7 Sq. Feet, 0.0 Acres

Lot: 16 , Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting	Station
1779			89389.997	36372.841	0.000
1780	S 00°11'35" E	15.000	89374.997	36372.892	15.000
1781	S 89°46'30" W	111.457	89374.559	36261.436	126.457
1782	N 00°09'14" W	395.960	89770.518	36260.372	522.416
801	N 89°58'08" E	111.187	89770.578	36371.559	633.604
1779	S 00°11'35" E	380.583	89389.997	36372.841	1014.187

Closure Error Distance> 0.00056 Error Bearing> S 26°00'45" W
 Closure Precision> 1 in 1817633.6 Total Distance> 1014.187
 Area: 44057.9 Sq. Feet, 1.0 Acres

Block 1 Total Area: 57302.6 Sq. Feet, 1.1 Acres



we define, design & deliver the pieces that you Don't Live & Work

=CERTIFICATE OF SURVEYOR=

State of Wyoming)
County of Teton) ss
Town of Jackson)

I, Scott R. Pierson, a Wyoming Professional Land Surveyor of Jackson, Wyoming hereby certify that this plat was made from notes taken by me during a field survey performed during May, 2014 through May, 2015 and from records available in the Office of the Clerk of Teton County, Wyoming;

that this plat correctly represents the FARMHOUSE LIVE WORK TOWNHOME ADDITION TO THE TOWN OF JACKSON, being identical with that parcel of land described in that SPECIAL WARRANTY DEED of record in said Office of the Clerk in Book 847 of Photo, pages 694-696; said FARMHOUSE LIVE WORK TOWNHOME ADDITION being located within G.L.O. Lot 4 and the SW1/4NW1/4 of Section 5, T40N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming as illustrated on Sheet 2 and 3 of this plat and more particularly described as follows:

BEGINNING at a point identical with the northwest corner of said record parcel where is found a 2-inch diameter steel pipe with brass cap inscribed "RLS 164" and other details, from which the northwest corner of said Section 5 bears N05°41'52"W, 974.25 feet;

thence along the north boundary of said parcel, N89°58'08"E, 111.19 feet to the northeast corner of said parcel where is found a 2-inch diameter steel pipe with brass cap inscribed "RLS 164" and other details;

thence along the east boundary of said parcel, S00°11'35"E, 380.58 feet to a Witness Corner monumented by a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "JOHN J WARREN PLS 4530";

thence continuing along said east boundary, S00°11'35"E, 15.00 feet to the unmonumented southeast corner of said parcel;

thence along the south boundary of said parcel, S89°46'30"W, 111.46 feet to the unmonumented southwest corner of said parcel;

thence along the west boundary of said parcel, N00°09'14"W, 30.00 feet to a Witness Corner monumented by a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "JOHN J WARREN PLS 4530";

thence continuing along said west boundary, N00°09'14"W, 365.96 feet to the POINT OF BEGINNING; ENCOMPASSING an area of 1.011 acres, more or less; the BASIS OF BEARING being N00°01'49"W along the west line of the NW1/4 of said Section 5 as derived from GPS observations;

that there are no surface water rights appurtenant to the lands being subdivided; that said FARMHOUSE LIVE WORK TOWNHOME ADDITION is SUBJECT TO and/or has the use and benefit of easements, rights-of-way, covenants, conditions, restrictions, agreements, reservations and/or encumbrances of sight and/or record as called for in the Certificate of Owners and/or shown on the detail map of this plat.

Scott R. Pierson
Wyoming Professional Land Surveyor No. 3831

The foregoing instrument was acknowledged before me by Scott R. Pierson, Wyoming Professional Land Surveyor, No 3831 this day of 2016.

Witness my hand and official seal.

Notary Public
My commission expires:

=CERTIFICATE OF APPROVAL=

State of Wyoming)
County of Teton) ss
Town of Jackson)

The foregoing RAVER CONDOMINIUM ADDITION TO THE TOWN OF JACKSON was approved at the regular meeting of the Town Council on the day of 2016, in accordance with Section 15-1-415, Wyoming Statutes, and the Land Development Regulations of the Town of Jackson.

Attest: TOWN OF JACKSON

Town Clerk

Mayor

Town of Jackson Engineer

Town of Jackson Planning Director

=CERTIFICATE OF OWNER=

State of Wyoming)
County of Teton) ss
Town of Jackson)

The undersigned owner and proprietor of the lands described in the Certificate of Surveyor and illustrated on Sheets 2 and 3 of this plat, does hereby certify:

that the name of this subdivision shall be the FARMHOUSE LIVE WORK TOWNHOME ADDITION TO THE TOWN OF JACKSON;

that the lands contained within said FARMHOUSE LIVE WORK TOWNHOME ADDITION TO THE TOWN OF JACKSON, a townhome subdivision, as described in the Certificate of Surveyor, are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desire of said owner;

that the foregoing subdivision is in accordance with and SUBJECT TO the terms and conditions of the Final Development Plan, Item P14-049, approved by the Jackson Town Council on the 18th of August, 2014 and subsequent amendments thereto as recorded said the Office of the Clerk of Teton County, in that Affidavit and Agreement between the Town of Jackson, Teton County Wyoming and Rzeka, LLC in Book 883 of Photo pages 423-445;

that the foregoing subdivision is subject to that utility easement granted to the Town of Jackson recorded in said Office in Book 181 of Photo, pages 902-904;

that the foregoing subdivision is subject to that utility easement granted to the Lower Valley Energy recorded in said Office in Book 900 of Photo, pages 717-718;

that this subdivision is subject to that Declaration of Covenants, Conditions, and Restrictions to be recorded in said Office concurrently with this plat;

that the Common Area, Lot 16, is hereby dedicated to the common use and enjoyment of the owners of lots within this subdivision with portions of said Common Area being reserved and dedicated for those uses as noted on this plat and in said Covenants;

that Lots 6 & 7 of the foregoing subdivision are subject to a three-dimensional easement granted hereon for the benefit of Lot 16 as shown and described on Sheets 2 and 3;

that a non-exclusive easement, in, over and across said Common Area, Lot 16, is hereby granted to each owner of a lot within this subdivision, their heirs, successors and assigns, for the purpose of access to and from said lots;

that a non-exclusive easement, in, over and across said Common Area, Lot 16, is hereby granted to Lower Valley Energy, Inc., and Charter Communications, their successors and assigns, for access to, and for the construction, maintenance and repair of utility services for said subdivision;

that the right to grant further easements within said Common Area, Lot 16, is hereby reserved unto the undersigned owners, their heirs, successors and assigns for the purpose of providing access and utility services to said subdivision;

that all portions of the water distribution system and sewage collection system within said subdivision shall be privately owned and maintained by the respective owners of each lot within said subdivision and not by the Town of Jackson;

that said Town of Jackson shall have access to all water valves, shut-off boxes, sewer cleanouts and manholes;

that access across the roads, driveways and parking areas located within said subdivision is hereby granted to emergency vehicles including police, ambulances and fire department vehicles;

that the Common Area includes Limited Common Areas reserved for for the use and enjoyment of the owner of the appurtenant Lot, subject to easements of sight and or of record including those granted hereon and subject to the rights of the owner, their successors and assigns, and of the Homeowner's Association and its authorized representatives to enter upon said Limited Common Areas for the purpose of installing, maintaining, or inspecting, utility facilities serving this subdivision;

that there are no surface water rights attached to said subdivision;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to said subdivision;

that Wyoming law does not recognize any riparian rights with regard to the natural flow of a stream or river for persons living on the banks of the stream or river;

that all rights under the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;

RZEKA, LLC
a Wyoming limited liability company

SIGNATURE BY SEPARATE AFFIDAVIT

=CERTIFICATE OF ENGINEER=

State of Wyoming)
County of Teton) ss
Town of Jackson)

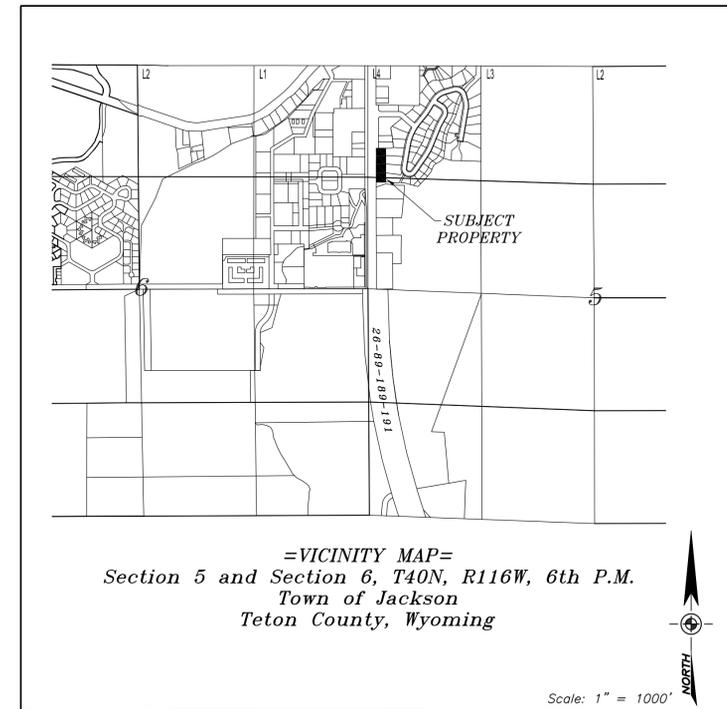
I, Randy R. Schrauder Jr., a Wyoming Professional Engineer of Jackson, Wyoming hereby certify and affirm that the water distribution system and the sewage collection system designed to serve the foregoing subdivision were designed to meet all applicable County, State and Federal requirements, and that said systems will be adequate and safe provided that said systems are constructed as designed and operated correctly.

Randy R. Schrauder Jr.
Wyoming Professional Engineer No.

The foregoing instrument was acknowledged before me by Randy R. Schrauder Jr. this day of 2016.

Witness my hand and official seal.

Notary Public
My commission expires:



=NOTES=

PUBLIC MAINTENANCE OF SOUTH HIGHWAY 89

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY SYSTEM

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON SEWER COLLECTION AND TREATMENT SYSTEM

SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE OR SHE SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISIONS EXCEPT AS PERMITTED BY THE TOWN OF JACKSON

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE

=LAND USE SUMMARY=

15 Townhouse Lots = 13,245 SF (0.304 Acres)

1 Common Area Lot = 30,813 SF (0.707 Acres)

TOTAL 16 Lots = 44,058 SF (1.011 Acres)

Table with 3 columns: LOT NUMBER, AREA S.F., AREA ACRES. Rows 1-16.

FINAL PLAT
FARMHOUSE LIVE WORK TOWNHOME
ADDITION TO THE TOWN OF JACKSON
located within
G.L.O. Lot 4 and the SW1/4NW1/4
Section 5, T40N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming



Pierson Land Works, Inc.
P.O. Box 1143
180 S. Willow St.
Jackson, WY 83001
Tel 307.733.5429
Fax 307.733.9669
piersonlandworks.com



we define, design & deliver
the pieces that you Don't Live & Work

-JOHN J HORN ADDITION-

-77-

-24-

-25-

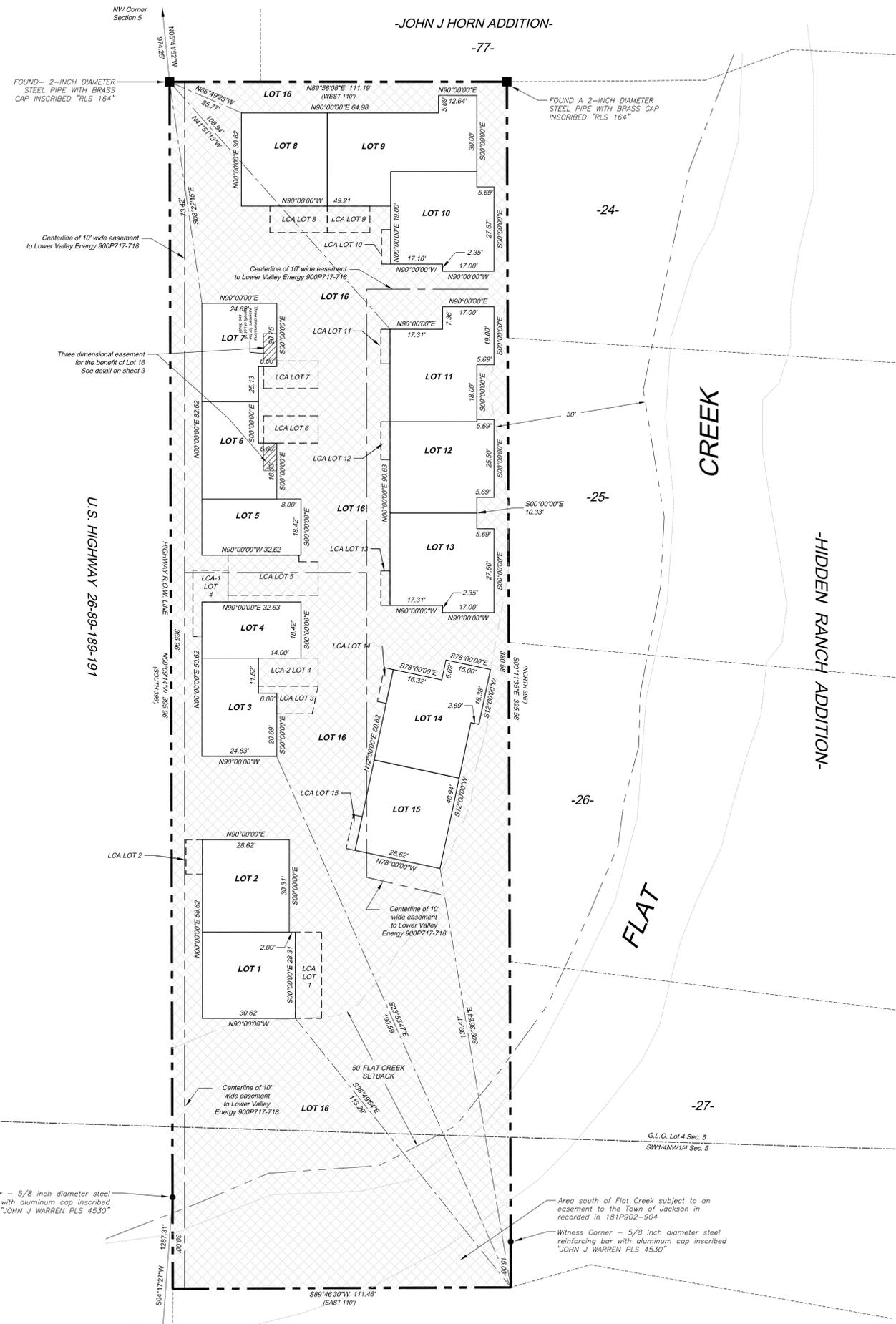
-26-

FLAT

-27-

CREEK

-HIDDEN RANCH ADDITION-



LOT AREA			
LOT #	Unit	Square Feet/Lot	Acres
1	Building 1 Unit B	867	0.02
2	Building 1 Unit A	868	0.02
3	Building 3 Unit B	724	0.02
4	Building 3 Unit A	601	0.01
5	Building 5 Unit C	601	0.01
6	Building 5 Unit B	704	0.02
7	Building 5 Unit A	726	0.02
8	Building 6 Unit A	867	0.02
9	Building 6 Unit B	1045	0.02
10	Building 6 Unit C	1261	0.03
11	Building 4 Unit A	1059	0.02
12	Building 4 Unit B	1004	0.02
13	Building 4 Unit C	1051	0.02
14	Building 2 Unit A	999	0.02
15	Building 2 Unit B	868	0.02
Total Townhouse Lots		13245	0.30
16	Common Area	30813	0.71
TOTAL LOT AREA		13245	1.01

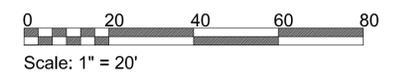
LIMITED COMMON AREA (LCA)			
LCA	Square Feet	Acres	
LCA LOT 2	61	0.00	
LCA LOT 1	245	0.01	
B2UA LCA	34	0.00	
B2UB LCA	34	0.00	
B3UA LCA-1	155	0.00	
B3UA LCA-2	182	0.00	
B3UB LCA	128	0.00	
B4UA LCA	34	0.00	
B4UB LCA	38	0.00	
B4UC LCA	34	0.00	
B5UA LCA	154	0.00	
B5UB LCA	162	0.00	
B5UC LCA	378	0.01	
B6UA LCA	164	0.00	
B6UB LCA	34	0.00	
B6UC LCA	121	0.00	
TOTAL AREA		1957	0.04

=LEGEND=

- indicates the boundary of the FARMHOUSE LIVE WORK TOWNHOME ADDITION
- indicates the boundary of a lot within the FARMHOUSE LIVE WORK TOWNHOME ADDITION
- indicates the Limited Common Area boundary within the FARMHOUSE LIVE WORK TOWNHOME ADDITION
- indicates the corner tie to a lot within the FARMHOUSE LIVE WORK TOWNHOME ADDITION
- indicates an adjacent boundary line
- indicates the edge of Flat Creek
- indicates approximate Flat Creek high water level
- indicates a sectional subdivision line
- indicates a section corner tie line
- indicates a record easement line
- indicates a Land Corner Recordation filed
- indicates a 2-inch diameter steel pipe with brass cap inscribed "RLS 164" found this survey
- indicates a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "JOHN J WARREN PLS 4530" found this survey
- (WEST 110°) indicates a record bearing and/or distance
- N89°58'08"E 111.19' indicates a measured bearing and/or distance
- LCA LOT 1 indicates limited common area for the benefit of the corresponding townhouse lot



NOTE:
All angles 90° unless otherwise labeled.



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FARMHOUSE LIVE WORK
TOWNHOME ADDITION
TO THE TOWN OF JACKSON
located within
G.L.O. Lot 4 and the
SW1/4NW1/4
Section 5, T40N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming



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State Plane Coordinates
Wyoming West
1408495.837
2438144.358

State Plane Coordinates
Wyoming West
1406877.667
2439122.609

Project Number 16062
Project Path F:\2016\16062\Survey\ACAD\Plat\16062_FP_Sheet1.dwg
Drawn By PLW
Reviewed By
Drawing Date July 13, 2016
Revision Date

Witness Corner - 5/8 inch diameter steel
reinforcing bar with aluminum cap inscribed
"JOHN J WARREN PLS 4530"

Area south of Flat Creek subject to an
easement to the Town of Jackson in
recorded in 181P902-904

Witness Corner - 5/8 inch diameter steel
reinforcing bar with aluminum cap inscribed
"JOHN J WARREN PLS 4530"

FOUND - 2-INCH DIAMETER
STEEL PIPE WITH BRASS
CAP INSCRIBED "RLS 164"

FOUND A 2-INCH DIAMETER
STEEL PIPE WITH BRASS CAP
INSCRIBED "RLS 164"

Centerline of 10' wide easement
to Lower Valley Energy 900P717-718

Centerline of 10' wide easement
to Lower Valley Energy 900P717-718

Three dimensional easement
for the benefit of Lot 16
See detail on sheet 3

U.S. HIGHWAY 26-89-189-191

N00°01'49"W 2819.09' (Basis of Bearing)

G.L.O. Lot 1 Sec. 6
SE1/4NE1/4 Sec. 6

G.L.O. Lot 4 Sec. 5
SW1/4NW1/4 Sec. 5

G.L.O. Lot 4 Sec. 5
SW1/4NW1/4 Sec. 5

Centerline of 10'
wide easement
to Lower Valley
Energy 900P717-718

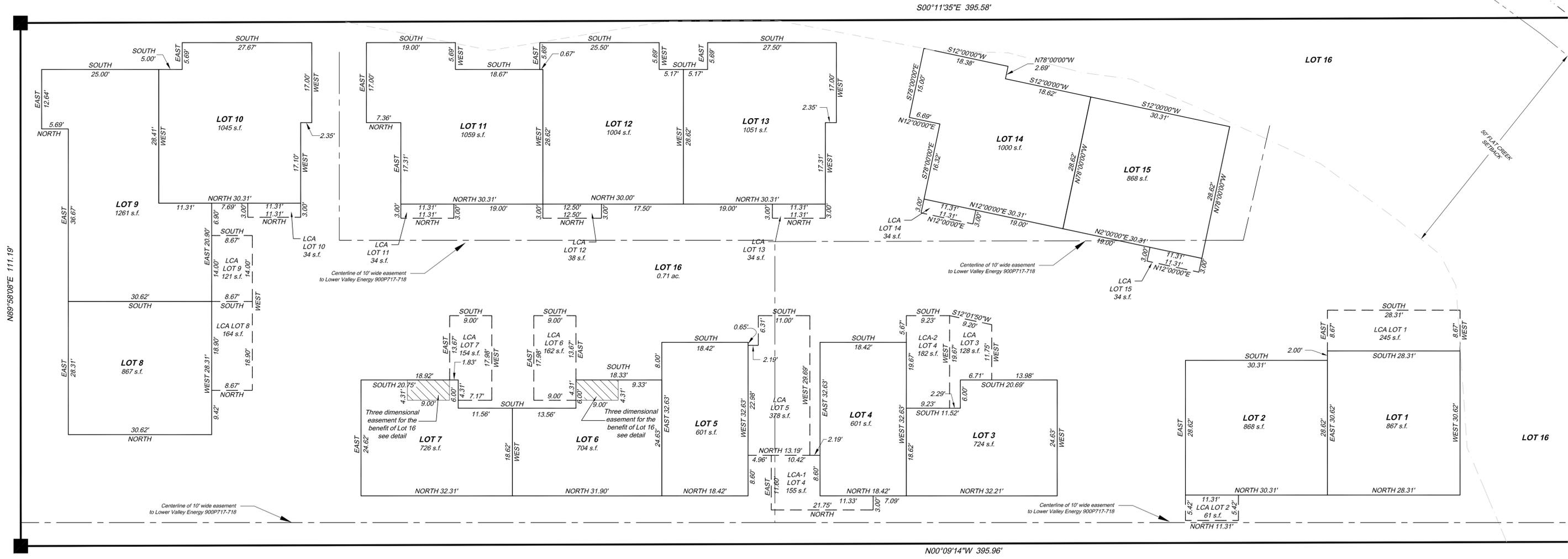
Witness Corner - 5/8 inch diameter steel
reinforcing bar with aluminum cap inscribed
"JOHN J WARREN PLS 4530"

West 1/4 Corner
Section 5

S88°46'30"W 111.46'
(EAST 110°)



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the places that you live, love & work



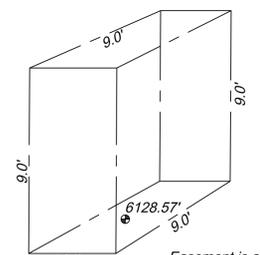
N89°58'08\"/>

S00°11'35\"/>

N00°09'14\"/>

HWY 89 R.O.W.

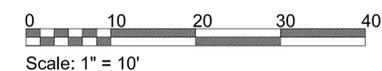
DETAIL
Three Dimensional Easement
Not to Scale



Easement is a 4.31' x 9.0' x 9.0' three dimensional column extending 9 feet above a ground surface elevation of 6128.57 feet.

=LEGEND=

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- indicates a measured bearing and/or distance
- indicates limited common area for the benefit of the corresponding townhouse lot



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TOWNHOME ADDITION
TO THE TOWN OF JACKSON
located within
GLO Lot 4 and the SW1/4NW1/4
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Town of Jackson
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