



PLANNING & BUILDING DEPARTMENT

February 15, 2018

Y2 Consultants  
Attn: Scott Pierson  
PO Box 2870  
Jackson, WY 83001

RE: Design Review Committee  
Item: P18-240

Dear Mr. Pierson:

This letter is to confirm that on February 14, 2018 the DRC reviewed your request to receive preliminary comments for a proposed Development Plan at the property located at 175 S. Glenwood Street, legally known as LOTS 11-12, BLK 2, WORT-2. No motion was required for this item, however the DRC favored the overall design and materials and stated their support for such a project.

Should you have any questions or need additional information, please contact me at 307-733-0440, ext. 1305 or by email at [tvalentine@jacksonwy.gov](mailto:tvalentine@jacksonwy.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Tyler Valentine".

Tyler Valentine  
Senior Planner

Exhibit U

**Special Restrictions  
for Employee Housing  
Located at 175 S. Glenwood Street , The Town of Jackson**

These Special Restrictions for Employee Housing (the "Special Restrictions"), are made and entered into this \_\_\_ day of \_\_\_\_\_, 2018, by the undersigned Declarant ("Declarant").

**RECITALS:**

**WHEREAS**, the Declarant holds fee ownership interest in that certain real property, located in the Town of Jackson Wyoming, and more specifically described as follows:

Lots 11-12; Block 2; 2nd Wort Addition to the Town of Jackson

PIN: 22-41-16-33-1-08-004 (the "Land")

**WHEREAS**, as a condition of its approval for permit #P18-001 (the "FDP Approval"), the Declarant is providing employee housing for 2,107 square feet or the equivalent of three (3) units of employee housing, as follows:

*The Final Development Plan Application for the Glenwood + Simpson PMD at 175 South Glenwood Street, Jackson, Wyoming for 26,689 square feet of commercial retail and market residential/lodging which generated a requirement to provide (requirement) 1,711.70 square feet of Employee Housing (the "Residential Unit"). The declarant wishes to restrict Unit P, a 600 square foot one-bedroom apartment , Unit Q, a 631 square foot one-bedroom apartment, and Unit R, a 876 square foot two bedroom apartment (for a total of 2,107 square feet of Employee Housing provided).*

**WHEREAS**, in furtherance of the goals, objectives, requirements and conditions of the FDP or other Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agreed to restrict the use and occupancy of the Residential Unit to a "Qualified Household", which meets employment, income and asset ownership qualifications as set forth herein; and



**WHEREAS**, in accordance with the FDP Approval, the Residential Unit is intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Declarant agrees it will not be owner-occupied.

**WHEREAS**, Declarant desires to adopt these Special Restrictions and declare that the Land and the Residential Unit (sometimes collectively referred to herein as the "Property") shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Property, and shall be enforceable by the Jackson/ Teton County Housing Authority, a duly constituted Housing Authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns (collectively, "JTCHA"), the Jackson/Teton County Affordable Housing Department (the "Housing Department"), and the Town of Jackson, Wyoming;

#### **RESTRICTIONS:**

**NOW, THEREFORE**, in satisfaction of the conditions in the FDP Approval, and in consideration of such FDP Approval and the foregoing Recitals, which are incorporated herein by this reference, Declarant hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and Residential Unit shall be held, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity:

**SECTION 1. JACKSON/TETON COUNTY HOUSING RULES AND REGULATIONS (GUIDELINES).** References made herein to the Housing Rules and Regulations and/or Guidelines or are references to the written Rules and Regulations of JTCHA and/or the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of JTCHA and/or the Housing Department (the "Guidelines"). Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

**SECTION 2. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNIT.** Occupancy and use of the Residential Unit shall be restricted as follows:

A. Qualified Household. The use and occupancy of the Residential Unit shall be limited to a "Qualified Household", defined as follows:

1. Employment. At least one member of the household must demonstrate on average thirty (30) hours per week of employment or volunteer work in Teton County, Wyoming, for a profit or non-profit employer(s), respectively, physically located in Teton County, Wyoming.
2. Income Restriction. The Qualified Household shall not earn more than one hundred twenty percent (120%) of the median household income in Teton County, Wyoming, as determined by the current year's published Federal Department of Housing & Urban Development median income chart for Teton County, Wyoming (the "Income Cap").
3. No Teton County Residential Real Estate. No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) residential real estate in The Town of Jackson, Wyoming.
4. Determination by the Housing Department. The Housing Department shall determine whether a prospective tenant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.
5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.

No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming, JTCHA or the Housing Department, or any person affiliated with the Town of Jackson, Wyoming, JTCHA or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson, Wyoming, JTCHA or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson, Wyoming, JTCHA or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

B. No Owner Occupancy. No owner shall reside in or occupy the Residential Unit. For purposes of this paragraph, if an owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or

other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, or trustee or beneficiary of the trust.

C. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that the owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

D. Rental. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. At all times, the Residential Unit shall remain a rental unit for Qualified Households. The owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than one (1) month. No Residential Unit shall be used as a guest house or guest facility.

F. Rental Rates. The rental rates for the Residential Unit shall not be greater than the current Fair Market Rent Assessment numbers for Teton County, Wyoming, as provided by the U.S. Department of Housing and Urban Development (HUD) and maintained by the Housing Department. For purposes of applying the Fair Market Rent Assessment numbers for Teton County, Wyoming published by HUD to the Residential Unit, a dorm-style or studio Residential Unit shall be considered a "studio". The rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to the contrary, the rental rates charged by the owner may at any time be less than the applicable Fair Market Rent Assessment.

G. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper verification, advertisement for Qualified Households and reasonable maintenance. However, no Residential Unit shall be vacant for a period greater than sixty (60) days, unless authorized by Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, then the Housing Department shall have the right, but not the obligation to identify a Qualified Household to rent the Residential Unit. Anything herein and above notwithstanding, the owner shall have the right to deny occupancy to any proposed tenant who in its reasonable discretion does not

meet owner's standard for occupancy, so long as such denial does not violate Federal or state fair housing laws.

H. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time to time.

I. Maintenance. The owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowners association in a safe, decent and sanitary condition. In the event the owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from the owner shall be due upon receipt of invoice.

J. Insurance. The owner shall cause the Residential Unit to be continuously insured against "all risks" of physical loss (not otherwise covered by a homeowners association insurance), for the full replacement value of the Residential Unit

K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of two (2) years.

L. Preference. The owner, at such owner's option may give first priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of the owner. In the event there are no persons directly employed by the owner to whom the owner desire to rent the Residential Unit, then the owner may rent to any Qualified Household.

Notwithstanding the foregoing, the Housing Department may approve uses inconsistent with this Section in accordance with the Rules and Regulations.

### **SECTION 3. TERMINATION AND MODIFICATION OF SPECIAL RESTRICTIONS.**

A. Termination. These Special Restrictions may be terminated after a determination by the Town of Jackson, Wyoming that these Special Restrictions are no longer consistent with the goal of providing housing affordable to employees in Teton County, Wyoming and that they should therefore be terminated.

B. Amendment. These Special Restrictions may be amended, in whole or in part, as follows:

1. With the written consent of the owner of the Residential Unit, the Housing Manager for the Housing Department, and the Planning Director for the Town of Jackson, Wyoming.
2. The Housing Department may unilaterally modify these Special Restrictions (i) to provide clarification to any provisions hereto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein, or (iii) where the Housing Department deems such modification necessary to effectuate the purposes and intent of the Special Restrictions or the goals of the Town of Jackson in providing decent, safe and affordable housing, and where such modification does not, in the Housing Department's reasonable discretion, materially impair the owner rights.

**SECTION 4. VIOLATION.** In the event of a violation of these Special Restrictions, the Housing Department shall send written notice to the owner of such violation, the required action to cure and the timing for such cure. If the owner disputes the violation, the owner shall proceed in accordance with the Rules and Regulations. JTCHA, the Housing Department and the Town of Jackson shall have the right of specific performance of these Special Restrictions and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as JTCHA, the Housing Department and the Town of Jackson may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

**SECTION 5. SPECIAL RESTRICTIONS AS COVENANT.** These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall

inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

**SECTION 6. NOTICES.** Any notice, consent or approval which is required to be given hereunder shall be in writing and when to an owner shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner's mailing address as provided to the Housing Department or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to JTCHA or the Housing Department shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to either JTCHA or the Housing Department, P.O. Box 714, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from the owner or Housing Manager of the Housing Department, respectively, evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of notice by mailing, notice shall be deemed given when deposited in the U.S. Mail.

**SECTION 7. ATTORNEY'S FEES.** In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

**SECTION 8. CHOICE OF LAW, FORUM.** These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter

**SECTION 9. SEVERABILITY.** Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be found by a court of competent jurisdiction to be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable and the rights and restrictions set forth herein shall be construed and enforced accordingly, preserving to the fullest extent the intent of these Special Restrictions as set forth herein; , or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of these Special Restrictions.

**SECTION 10. SECTION HEADINGS.** Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

**SECTION 11. WAIVER.** No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

**SECTION 12. INDEMNIFICATION.** The owner shall indemnify, defend, and hold the JTCHA, the Housing Department and the Town of Jackson, and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. The owner waives any and all such claims against JTCHA, the Housing Department and the Town of Jackson.

**SECTION 13. SUCCESSORS AND ASSIGNS.** These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

**SECTION 14. SOVEREIGN IMMUNITY.** Neither the Town of Jackson, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date").

**DECLARANT:**

TBD

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TBD



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, the foregoing Special Restrictions for Employee Housing was acknowledged before me by [Click here to enter Name of signer](#).as [Click here to enter title of signer](#).of[Click here to enter name of entity](#)..

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public

**THE TOWN OF JACKSON:**

\_\_\_\_\_  
[Click here to enter name of Mayor.](#), Mayor

**ATTEST:**

\_\_\_\_\_  
[Click here to enter name of Town Clerk.](#), Town Clerk

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF TETON            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the foregoing instrument was acknowledged before me by [Click here to enter name of Chair](#).as Chair of the The Town of Jackson Board of County Commissioners.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public  
My commission expires:

**JACKSON/THE TOWN OF JACKSON AFFORDABLE HOUSING DEPARTMENT:**

\_\_\_\_\_  
[Click here to enter name of Housing Manager](#)., Housing Manager

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF TETON            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the foregoing instrument was acknowledged before me by [Click here to enter name of Housing Manager](#)., as Housing Manager of the Jackson/The Town of Jackson Affordable Housing Department.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public  
My commission expires:

This architectural floor plan depicts a building with 25 numbered rooms. The layout includes a central staircase, a large circular area on the left, and various rooms with furniture and fixtures. Dimensions are provided for many areas.

**Room Details:**

- 01-07:** Located along the left wall, each containing a toilet.
- 08-18:** A long row of rooms along the bottom wall, each containing a toilet.
- 19-21:** Located along the right wall, each containing a toilet.
- 22-25:** A row of rooms in the center-right, each containing a toilet.
- 26:** A large room at the top center, containing a sink and a counter.
- 27:** A room at the top right, containing a sink and a counter.
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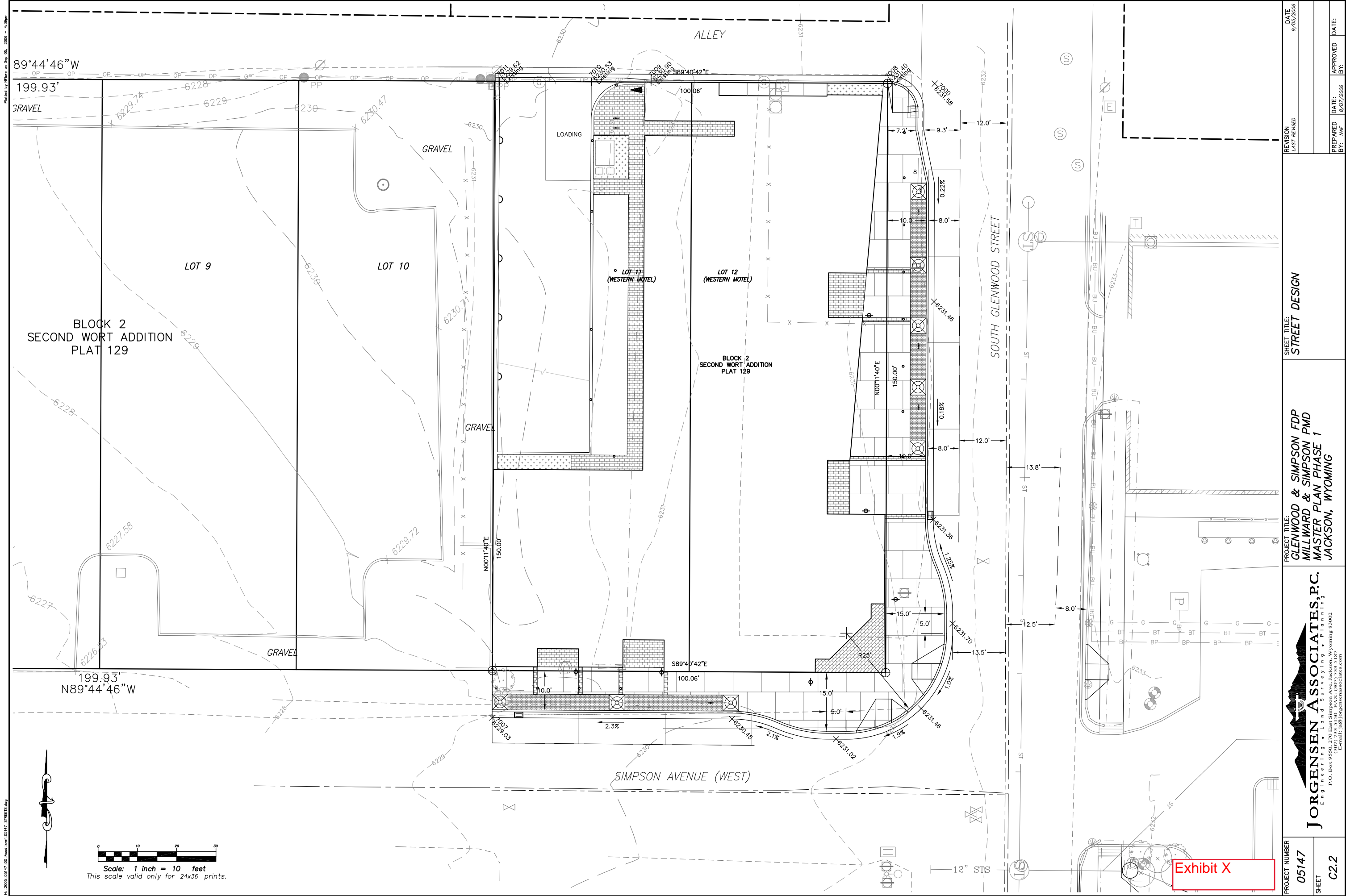
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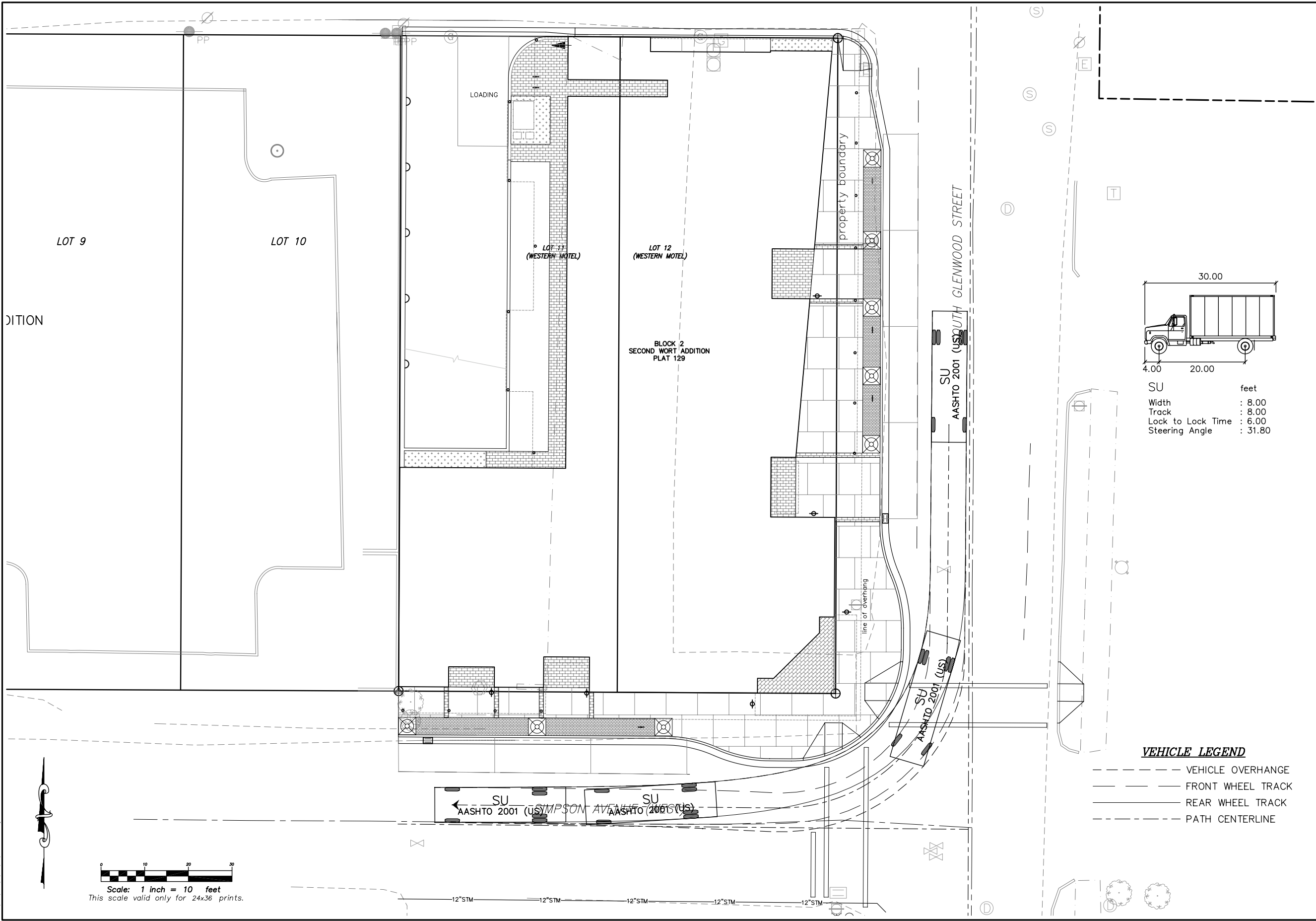


Project North



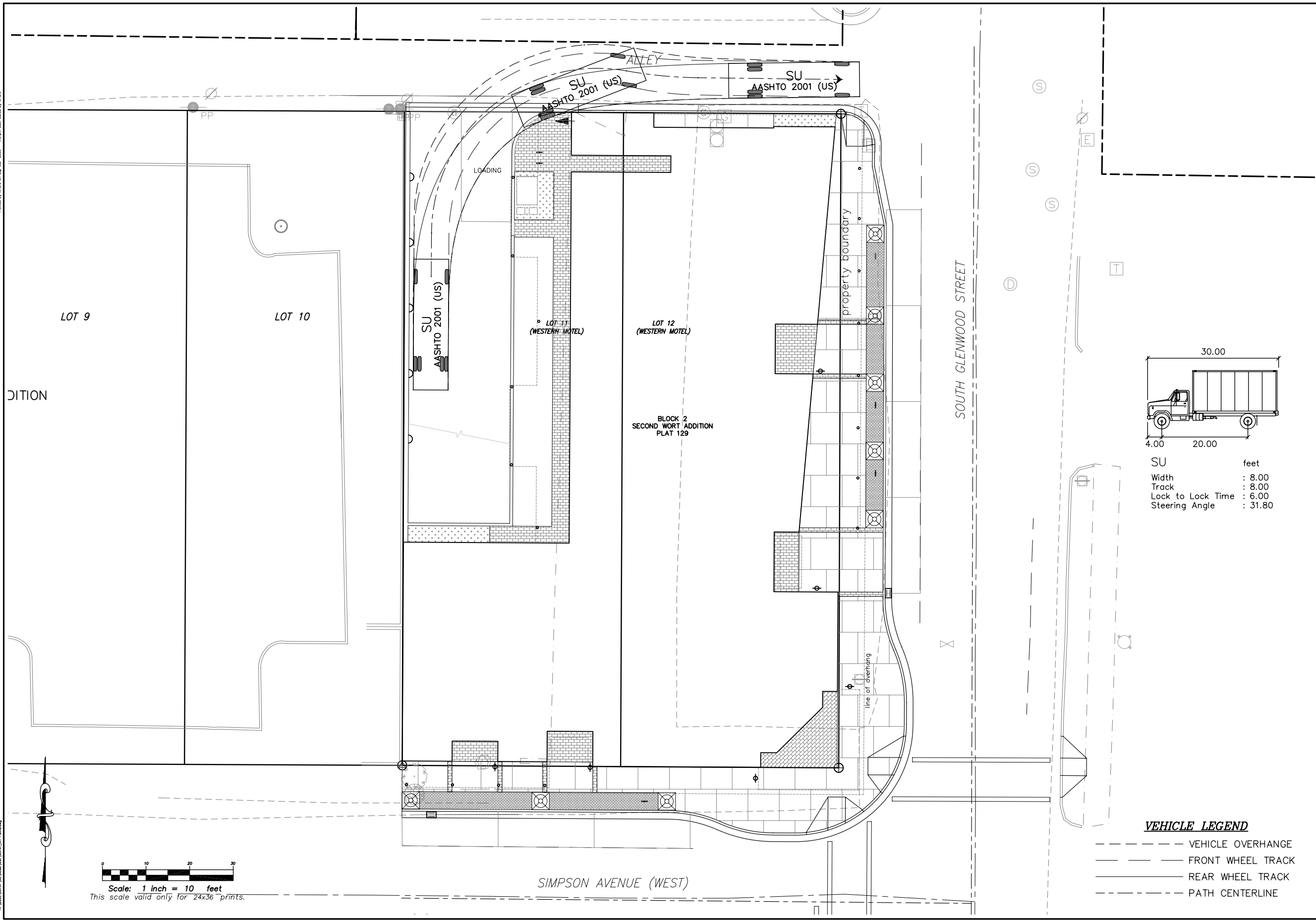
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Plot Date: 05/13/2006. Plot Time: 10:05 AM. Plot User: Jorgensen Associates, P.C.



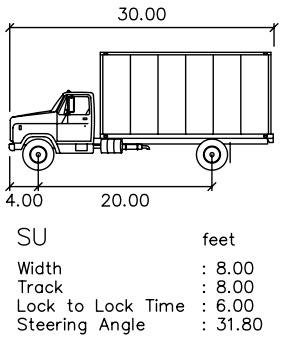
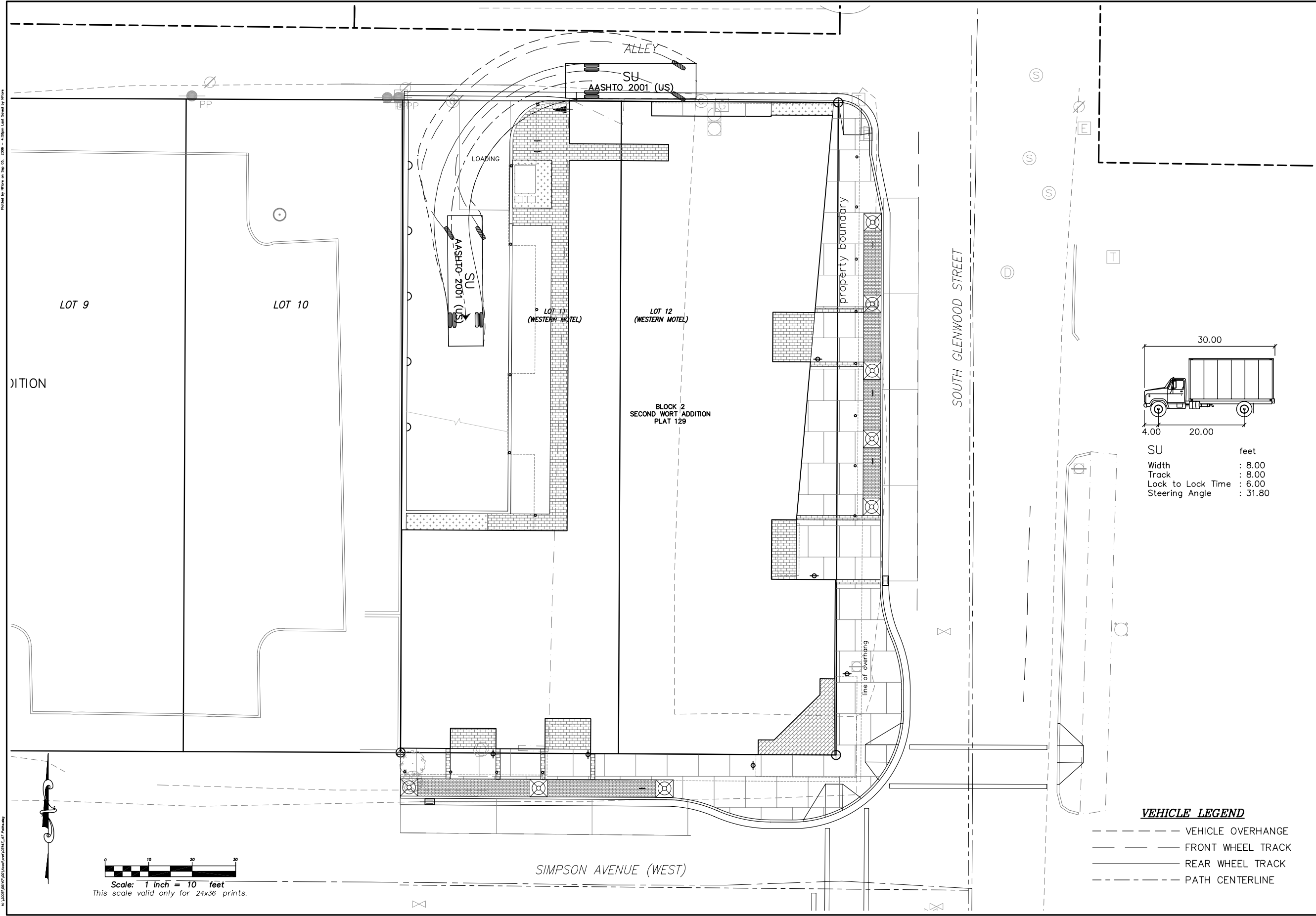
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| PROJECT NUMBER<br>05147 | PROJECT TITLE:<br>GLENWOOD AND SIMPSON PMD<br>FINAL DEVELOPMENT PLAN<br>LOTS 11 AND 12, BLOCK 2<br>SECOND WORT ADDITION<br>JACKSON, WYOMING |  | SHEET TITLE:<br>TURNING MOVEMENT TMPLT<br>SU - SINGLE UNIT TRUCK<br>BULB OUT TURN |  | REVISION        |  | DATE         |  |
|                         | SHEET<br>A T1.1   |  | PREPARED BY: NAF  |  | DATE: 6/13/2006 |  | APPROVED BY: |  |

Plotted by: Jorgensen Associates, P.C. 05/14/2006 4:57pm User: jorgensen




|                             |                    |   |   |  |                    |      |
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| PROJECT NUMBER<br><br>05147 | SHEET<br><br>A72.1 | <br><b>JORGENSEN ASSOCIATES, P.C.</b><br>Engineering • Land Surveying • Planning<br>270 East Simpson Avenue, Jackson, Wyoming 83002<br>P.O. Box 9560, Jackson, Wyoming 83002<br>(307) 733-5150<br>(307) 733-5187<br>E-mail: jae@jorgensenassociates.com | PROJECT TITLE:<br>GLENWOOD AND SIMPSON PMD<br>FINAL DEVELOPMENT PLAN<br>LOTS 11 AND 12, BLOCK 2<br>SECOND WORT ADDITION<br>JACKSON, WYOMING | SHEET TITLE:<br>TURNING MOVEMENT TMPLT<br>SU – SINGLE UNIT TRUCK<br>EXITING PARKING RAMP | REVISION           | DATE |
|                             |                    |   | PREPARED BY: NAF  | DATE: 6/13/2006  | APPROVED DATE: BY: |      |
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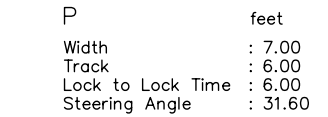


VEHICLE LEGEND


- VEHICLE OVERHANGE
- FRONT WHEEL TRACK
- REAR WHEEL TRACK
- PATH CENTERLINE

|                         |  |   |   |  |   |  |          |      |
|-------------------------|--|---|---|--|---|--|----------|------|
| PROJECT NUMBER<br>05147 |  | <br><b>JORGENSEN ASSOCIATES, P.C.</b><br>Engineering • Land Surveying • Planning<br>P.O. Box 9550, 270 East Simpson Ave., Jackson, Wyoming 83002<br>(307) 733-5150 FAX: (307) 733-5187<br>E-mail: jae@jorgensenassociates.com | PROJECT TITLE:<br>GLENWOOD AND SIMPSON PMD<br>FINAL DEVELOPMENT PLAN<br>LOTS 11 AND 12, BLOCK 2<br>SECOND WORT ADDITION<br>JACKSON, WYOMING |  | SHEET TITLE:<br>TURNING MOVEMENT TMPLT<br>SU – SINGLE UNIT TRUCK<br>BACKING INTO PARKING RAMP |  | REVISION | DATE |
| SHEET<br>A72.2          |  |   |   |  | PREPARED BY: NAF<br>DATE: 6/13/2006<br>APPROVED DATE: BY:                                     |  |          |      |





- - - - - VEHICLE OVERHANGE  
 — — — — — FRONT WHEEL TRACK  
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|                |       |  |   |   |              |       |
|----------------|-------|--|---|---|--------------|-------|
| PROJECT NUMBER | 05147 | <br><b>JORGENSEN ASSOCIATES, P.C.</b><br>Engineering • Land Surveying • Planning<br>P.O. Box 9550, 270 East Simpson Ave, Jackson, Wyoming 83002<br>(307) 733-5150 FAX: (307) 733-5187<br>E-mail: jaa@jorgensenassoc.com | PROJECT TITLE:<br>GLENWOOD AND SIMPSON PMD<br>FINAL DEVELOPMENT PLAN<br>LOTS 11 AND 12, BLOCK 2<br>SECOND WORT ADDITION<br>JACKSON, WYOMING | SHEET TITLE:<br>TURNING MOVEMENT TMPL T<br>P – PASSENGER CAR<br>ENTERING PARKING GARAGE | REVISION     | DATE  |
| SHEET          | A72.3 |  | PREPARED BY: JAP  | DATE: 6/13/2006   | APPROVED BY: | DATE: |

### Vehicular Turning Data:

Turning diagrams based on composite private vehicle dimensions:

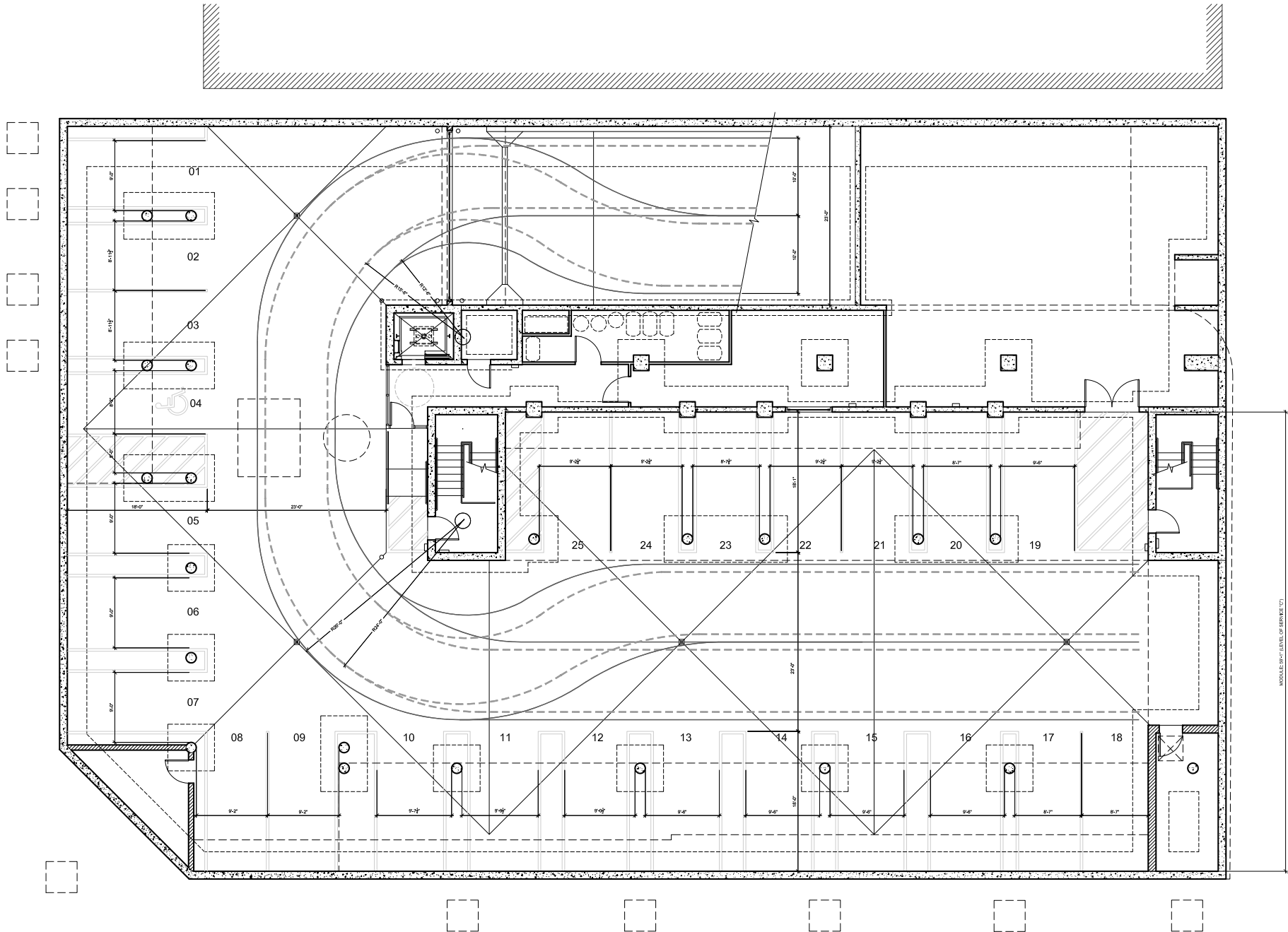
- Minimum turning radius = 24'-0"
- Outside front radius = 26'-0"
- Inside rear radius = 15'-6"
- Straight lane width = 10'-0"
- Curved lane width = 13'-6"
- Inside curb radius = 12'-6"
- Tangent length = 27'-7"

Diagrams are based on *minimum* turning radii, at 10 mph.  
More subtle maneuvers create less interference.

Source: American Association of State Highway and  
Transportation Officials (AASHTO).

### Parking Summary:

- 25 Spaces total.
- One ADA-compliant accessible space (#4).
- All spaces 18'-0" deep as indicated.
- One space at 8'-7" wide (#18);
- All other spaces exceed 9'-0" usable width as indicated.  
(Entrance width is restricted to 8'-7" at #s17 & 23,  
but functional width increases beyond columns.)

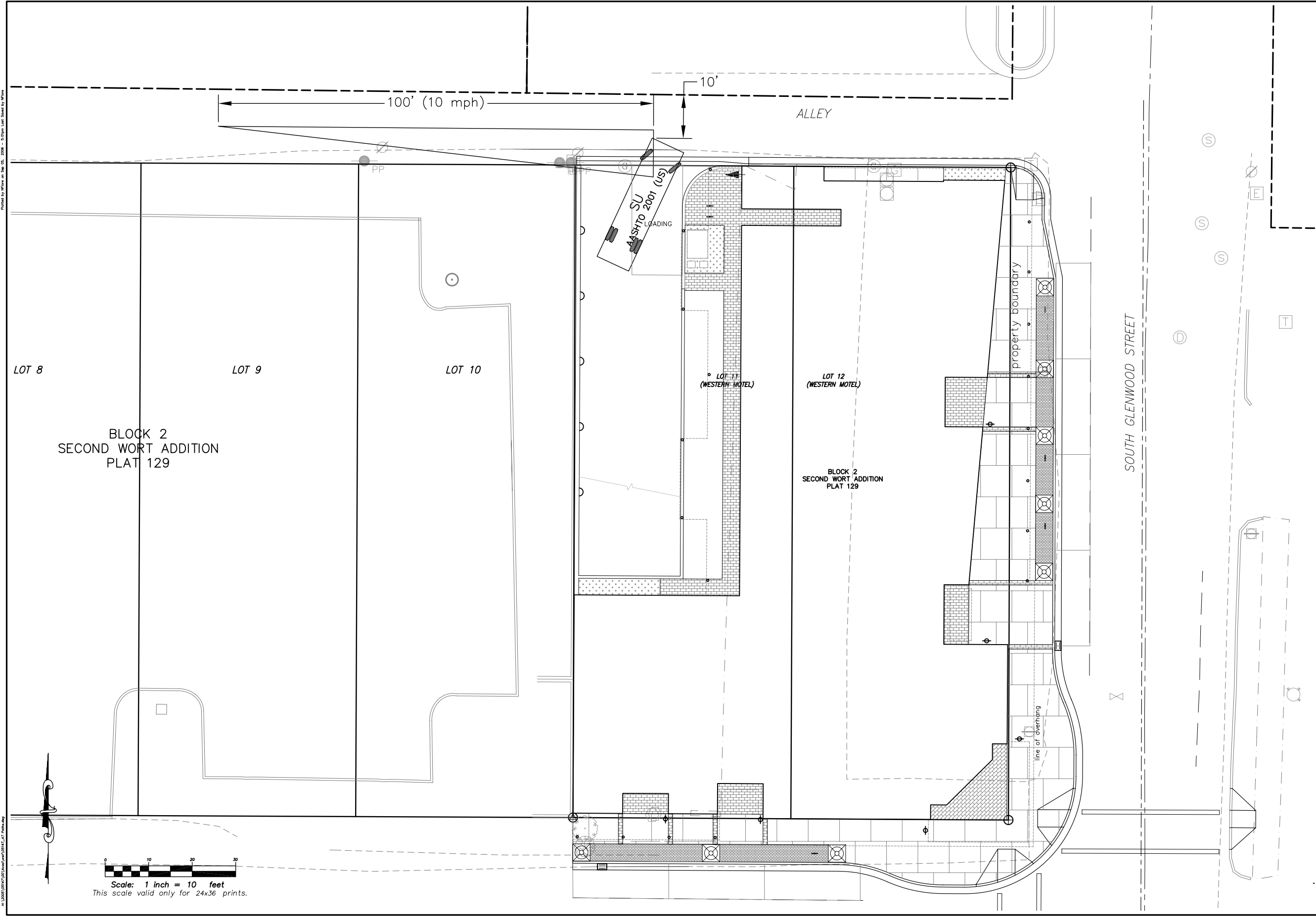


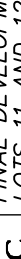
Basement Level Parking Plan

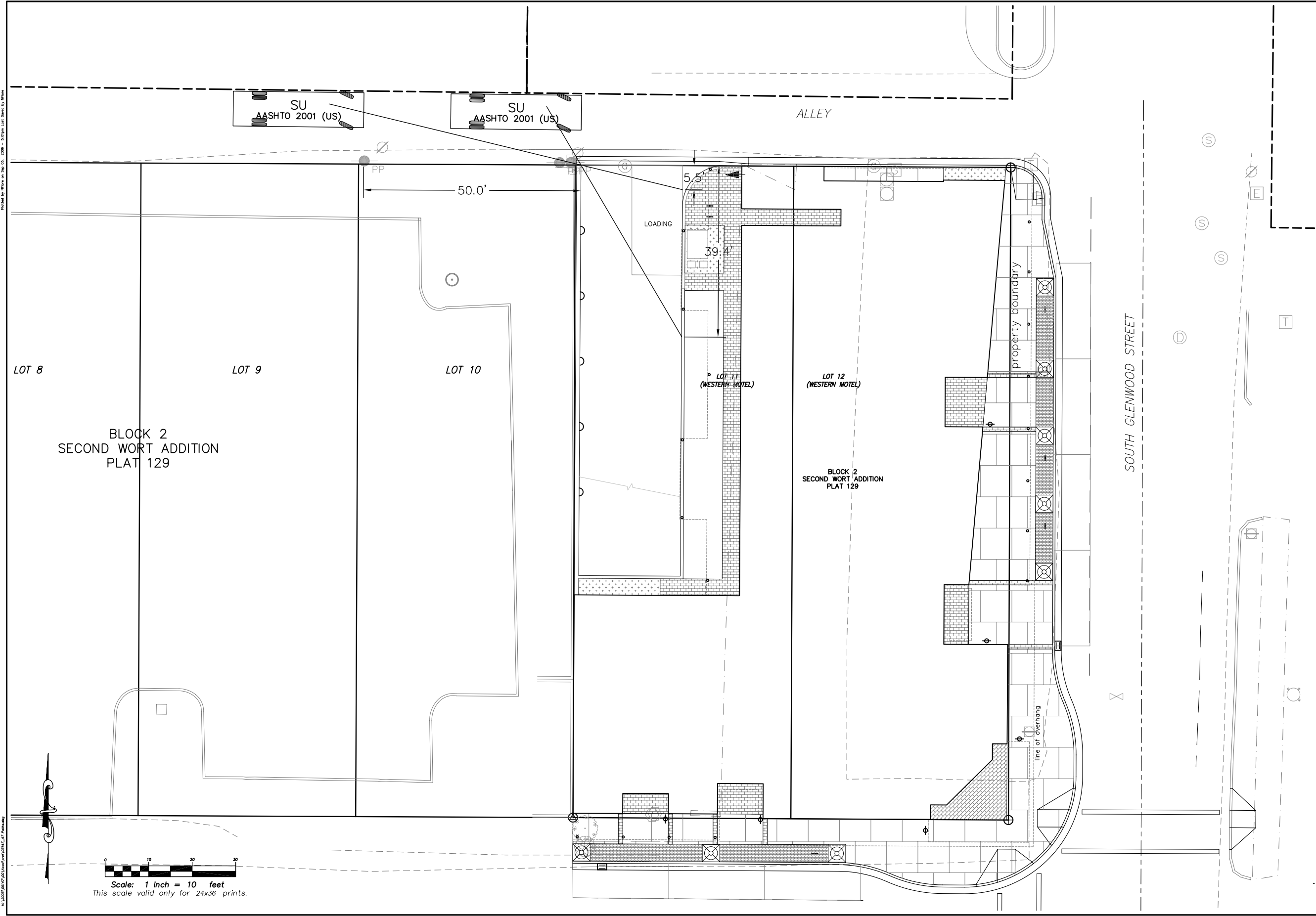
1/8" = 1'-0" (Scale accurate when printed full size on 24"x36" media only)

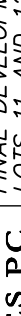


Project  
North



|                         |  |  |  |   |  |   |  |                  |  |                 |  |              |  |       |  |
|-------------------------|--|--|--|---|--|---|--|------------------|--|-----------------|--|--------------|--|-------|--|
| PROJECT NUMBER<br>05147 |  | <br><b>JORGENSEN ASSOCIATES, P.C.</b><br>Engineering • Land Surveying • Planning<br>P.O. Box 9550 • Jackson, Wyoming 83002<br>(307) 733-5150 • FAX (307) 733-5187<br>E-mail: jae@jorgensenassociates.com |  | PROJECT TITLE:<br>GLENWOOD AND SIMPSON PMD<br>FINAL DEVELOPMENT PLAN<br>LOTS 11 AND 12, BLOCK 2<br>SECOND WORT ADDITION<br>JACKSON, WYOMING |  | SHEET TITLE:<br>INTERSECTION SIGHT DISTANCE<br>PARKING GARAGE |  | REVISION         |  | DATE            |  |              |  |       |  |
| SHEET<br>ISD1.1         |  |  |  |   |  |   |  | PREPARED BY: NAF |  | DATE: 6/13/2006 |  | APPROVED BY: |  | DATE: |  |



|                         |  |  |  |   |  |   |  |                  |  |                 |  |
|-------------------------|--|--|--|---|--|---|--|------------------|--|-----------------|--|
| PROJECT NUMBER<br>05147 |  | <br><b>JORGENSEN ASSOCIATES, P.C.</b><br>Engineering • Land Surveying • Planning<br>P.O. Box 9550 • Jackson, Wyoming 83002<br>(307) 733-5150 • Fax (307) 733-5187<br>E-mail: jae@jorgensenassociates.com |  | PROJECT TITLE:<br>GLENWOOD AND SIMPSON PMD<br>FINAL DEVELOPMENT PLAN<br>LOTS 11 AND 12, BLOCK 2<br>SECOND WORT ADDITION<br>JACKSON, WYOMING |  | SHEET TITLE:<br>INTERSECTION SIGHT DISTANCE<br>PARKING GARAGE |  | REVISION         |  | DATE            |  |
| SHEET<br>ISD1.2         |  |  |  |   |  |   |  | PREPARED BY: NAF |  | DATE: 6/13/2006 |  |
|                         |  |  |  |   |  |   |  |                  |  | APPROVED DATE:  |  |
|                         |  |  |  |   |  |   |  |                  |  | BY:             |  |





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|-------------------------|--|--|--|---|--|-----------------|--|--------------|--|
| PROJECT NUMBER<br>05147 |  | PROJECT TITLE:<br>GLENWOOD AND SIMPSON PMD<br>FINAL DEVELOPMENT PLAN<br>LOTS 11 AND 12, BLOCK 2<br>SECOND WORT ADDITION<br>JACKSON, WYOMING  |  | SHEET TITLE:<br>INTERSECTION SIGHT DISTANCE<br>ALLEY/GLENWOOD ST<br>LDR SIGHT TRIANGLES |  | REVISION        |  | DATE         |  |
| SHEET<br>ISD 2.1        |  | JORGENSEN ASSOCIATES, P.C.<br>ENGINEERS, ARCHITECTS, PLANNERS<br>P.O. Box 9550, 270 East Simpson Ave., Jackson, Wyoming 83002<br>(307) 733-5150 FAX: (307) 733-5187<br>E-mail: jae@jorgensenassociates.com |  | PREPARED BY: NAF  |  | DATE: 9/18/2006 |  | APPROVED BY: |  |
|                         |  |  |  |   |  |                 |  |              |  |
|                         |  |  |  |   |  |                 |  |              |  |





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|-------------------------|--|---|--|---|--|---|--|------------------|--|-----------------|--|
| PROJECT NUMBER<br>05147 |  | <br><b>JORGENSEN ASSOCIATES, P.C.</b><br>Engineering • Land Surveying • Planning<br>P.O. Box 95500 • Jackson, Wyoming 83402<br>(307) 734-1500 • Fax (307) 734-1507<br>E-mail: jae@jorgensenassociates.com |  | PROJECT TITLE:<br>GLENWOOD AND SIMPSON PMD<br>FINAL DEVELOPMENT PLAN<br>LOTS 11 AND 12, BLOCK 2<br>SECOND WORT ADDITION<br>JACKSON, WYOMING |  | SHEET TITLE:<br>INTERSECTION SIGHT DISTANCE<br>ALLEY/GLENWOOD ST<br>PRACTICAL SIGHT TRIANGLES |  | REVISION         |  | DATE            |  |
| SHEET<br>ISD 2.2        |  |   |  |   |  |   |  | PREPARED BY: MAF |  | DATE: 9/18/2006 |  |
|                         |  |   |  |   |  |   |  | APPROVED BY:     |  | DATE:           |  |



## ENCROACHMENT AND EASEMENT AGREEMENT

This Agreement dated this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between TBD Jackson, WY 83001, hereinafter collectively referred to as "Encroaching Party" and the Town of Jackson, a municipal corporation of the State of Wyoming, hereinafter referred to as "the Town", provides as follows:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

Lots 11 and 12, Block 2, Second Wort Addition to the Town of Jackson, Teton County, Wyoming, according to that Plat recorded September 28, 1940 as Plat No. 129.

PIN: 22-41-16-33-1-08-004

WHEREAS, the above real property is subject to an Approved Amended Master Plan and the Affidavit and Agreement Between the Town of Jackson, Teton County, Wyoming and the Undersigned Applicant Relating to a Planned Mixed-Use Development Master Plan Pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations, which *Affidavit and Agreement Relating to the 1st Amendment of the Millward and Simpson Planned Mixed-Use Development Master Plan* recorded May 6, 2016 as Doc 0903940 in Book 919 at pages 406-451.

WHEREAS, the Town is the owner of those certain public rights-of-way known as Glenwood Street and Simpson Avenue contiguous to said Lots, as shown on:

The Plat of the Second Wort Addition to the Town of Jackson, also known as Plat 129, as recorded in the Office of the Teton County Clerk,

which public rights-of-way adjoin Encroaching Party's property.

WHEREAS, Encroaching Party desires in the future to erect, construct, and maintain private improvements within, on, and above the above-referenced public rights-of-way described as follows:

Building projections and roof overhangs including but not limited to canopies, enclosed (but non-interior and non-habitable) balconies, roofs, parapets, support columns, and structures, together with overhead lighting and related utilities as shown on:

(a) The sketch attached as **Exhibit A**, and

Exhibit Y



(b) The dimensional legal description attached hereto as **Exhibit B**

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title or interest in and to the said public rights-of-way by adverse possession or otherwise due to the encroachment and has agreed to quitclaim to the Town any and all right, title or interest it may have in and to the said public rights-of-way.

WHEREAS, the development project approved for Lots 11 & 12 of Block 2 of the 2<sup>nd</sup> Wort Addition permits seven separate residential and/or commercial units to encroach upon the Town rights-of-way in general compliance with the Exhibits attached hereto, and

WHEREAS, the Encroaching Party has further agreed that such payment shall be made prior to issuance of the Certificate of Occupancy with regard to the structure, and,

WHEREAS, the Encroaching Party and the Town agree that payment of such sums shall be a condition precedent to issuance of the Certificate of Occupancy.

NOW, THEREFORE, it is hereby agreed that for and in consideration of the aforesaid promises and other good and valuable consideration, the receipt of which is hereby acknowledged, Encroaching Party and the Town do mutually covenant and agree as follows:

1. Conveyance and Quitclaim. Encroaching Party conveys and quitclaims to the Town all right, title and interest now owned or hereafter acquired in and to the afore-referenced public rights-of-way.
2. Agreement to Allow Encroachment. The Town agrees that Encroaching Party shall have the right to have the private improvements overlap and extend beyond the boundary line of the Lots and to encroach on, in, and above the Town rights-of-way as generally depicted on **Exhibits A and B**.
3. Right to Maintain. Encroaching Party shall have the right from time to time to go upon the adjoining Town rights-of-way for the purpose of maintaining the private improvements, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns. Under no circumstances shall the Encroaching Party be allowed to increase the existing encroachment, absent written approval (including applicable regulatory approval) from the Town. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit Town from pursuing its right of eminent domain with regard

to the Encroaching Improvements and no provision of this Agreement shall limit or prohibit Encroaching Party from defending its property therefrom.

4. Release of Claims. Encroaching Party, and his successors or assigns, hereby releases and holds harmless the Town of Jackson from any and all damage, claim, cause, or right of action which may arise from normal Town use, maintenance, construction, repair or replacement activities by the Town associated with the Town rights-of-way in its present configuration and alignment and any of the present utilities within the Town rights of way and which may arise due to the proximity of the encroaching private improvements to the work activity being conducted by the Town.

5. Indemnification – General. Encroaching Party, and his successors in interest and assigns, hereby agrees to indemnify and hold harmless the Town of Jackson from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorneys fees, which the Town may incur as a result of in any way related to the construction, use, and/or maintenance of these encroaching improvements. The Town will give the Encroaching Party prompt notice of any claims against it arising from or related to such improvements and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the Town, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law.

6. Insurance. Encroaching Party, on his own behalf and on behalf of his successors and assigns, further covenants and agrees that, starting with the commencement of construction activities within the Town right-of-way and continuing thereafter during the entire term of this Agreement, the Town of Jackson shall be an additional insured on the policies of general liability insurance, with aggregate limits of at least One Million Dollars issued to Encroaching Party, his successors or assigns, including, specifically, any building owner, building/unit/condominium/homeowner's association, or other entity comprised of the owners of the units within the structure, including any or all of the encroaching units.

a. Encroaching Party and/or his successors and assigns, hereby agrees to provide the Town Clerk written evidence of the required insurance at the time of issuance of a building permit for any structure involving encroachments and within thirty (30) days of each annual or other periodic renewal of such insurance coverage.

b. This obligation to maintain insurance shall be absolute, without regard to any disputes between or among members of the Owner's Association, with regard to the payment of the premiums for such insurance. This obligation shall be included in the Declaration of Condominium, Declaration of Covenants, Conditions, and Restrictions or other legal documents relating to the Owner's Association or the structure, its governance and management.

7. Binding Covenant. The provisions of this Agreement shall operate as a covenant running with all parcels of land above described and shall bind both parties hereto and their respective successors and assigns.

8. Effective Date of Agreement. This Agreement shall become effective only upon approval of a Final (Major) Development Plan for Phase II of the Millward & Simpson Planned Mixed Use Development located at 175 S. Glenwood Street.

9. Term of Agreement. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the structure encroaching is removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachment shall cease. Provided, however, if, within a reasonable time (not to exceed two years) after such event, the Encroaching Party or their successor in interest initiates repairs, replacements, or reconstruction of the structure in essentially the same outside dimensions and configurations as the original encroaching structure, then all its rights shall be reinstated nunc pro tunc and preserved on the same terms set forth in this Agreement. Upon the development of compelling municipal interests with which the encroachments may interfere, Encroaching Party, its successors and assigns agree to cooperate with the Town to the fullest extent possible under then existing circumstances to accommodate and/or mitigate such interference by its encroachment.

10. Additional Documents and Acts. Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

11. No Third-Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest,

or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

12. Headings. Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

13. Modification in Writing. No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by corporate officers of both parties.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

15. Recording. This Agreement shall be executed upon its approval by the Jackson Town Council and shall thereupon be filed with the Town Clerk and recorded in the Land Records of Teton County, Wyoming.

TOWN OF JACKSON

APPROVED AS TO FORM:

\_\_\_\_\_  
Pete Muldoon, Mayor

\_\_\_\_\_  
Audrey Cohen-Davis  
Town Attorney

ATTEST:

APPROVED:

\_\_\_\_\_  
Sandy Birdyshaw, Town Clerk

\_\_\_\_\_  
Brian Lenz, Town Engineer

ENCROACHING PARTY

\_\_\_\_\_  
TBD

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF TETON     )

The foregoing instrument was acknowledged before me by Pete Muldoon and Sandy Birdyshaw, as Mayor and Town Clerk, respectfully, of the Town of Jackson, this \_\_\_\_ day of \_\_\_\_\_, 2018.

Witness my hand and official seal.

SEAL

\_\_\_\_\_  
Notary Public

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF TETON     )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2018.

Witness my hand and official seal.

SEAL

\_\_\_\_\_  
Notary Public





## Exhibit A

PERSPECTIVE RENDERING - VIEW FROM SOUTHEAST

08/08/06



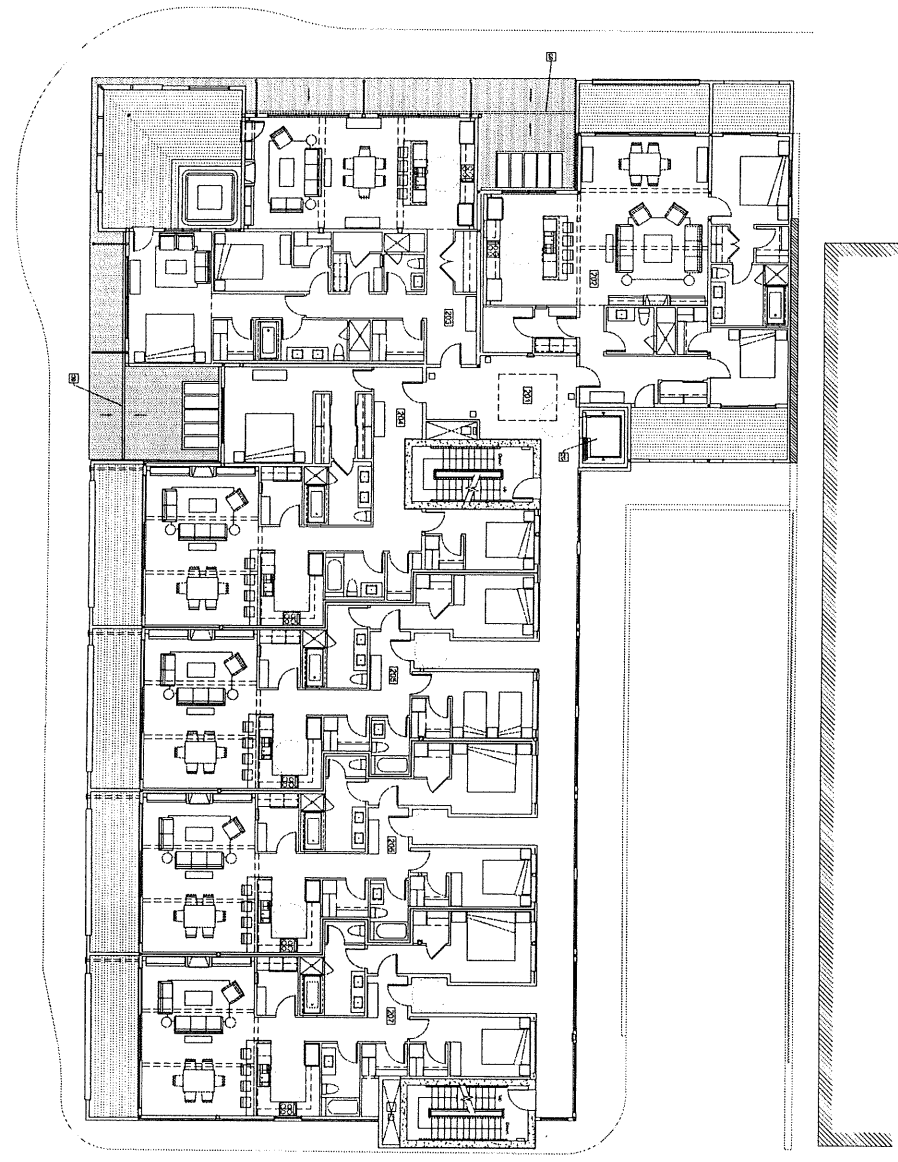


FDP Drawing Notes

- 01. Client: State and County, for stormwater and flood damage mitigation study.
- 02. All work shall be completed for groups and buildings located within walls.
- 03. Overhead door.
- 04. Standard Translucence
- 05. Driveway, (Overhead door access)
- 06. 14' x 20' Landing Zone.
- 07. 14' x 20' Landing Zone.
- 08. Project property boundary.
- 09. 14' x 20' Landing Zone.
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- 100. 14' x 20' Landing Zone.

Room Key

- 001 Lobby / Corridor
- 002 Lobby / Corridor
- 003 Lobby / Corridor
- 004 Lobby / Corridor
- 005 Lobby / Corridor
- 006 Lobby / Corridor
- 007 Lobby / Corridor
- 008 Lobby / Corridor
- 009 Lobby / Corridor
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01 Second Level Floor Plan  
A-102



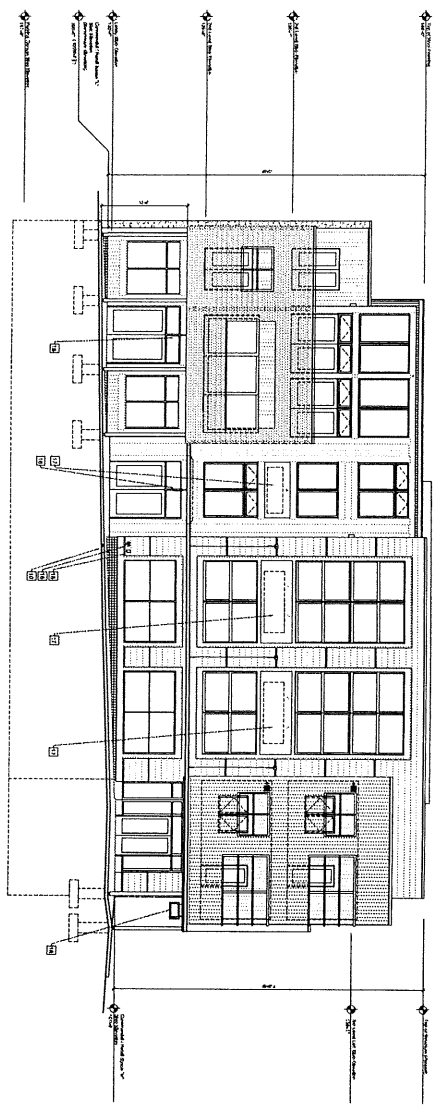
Exhibit B



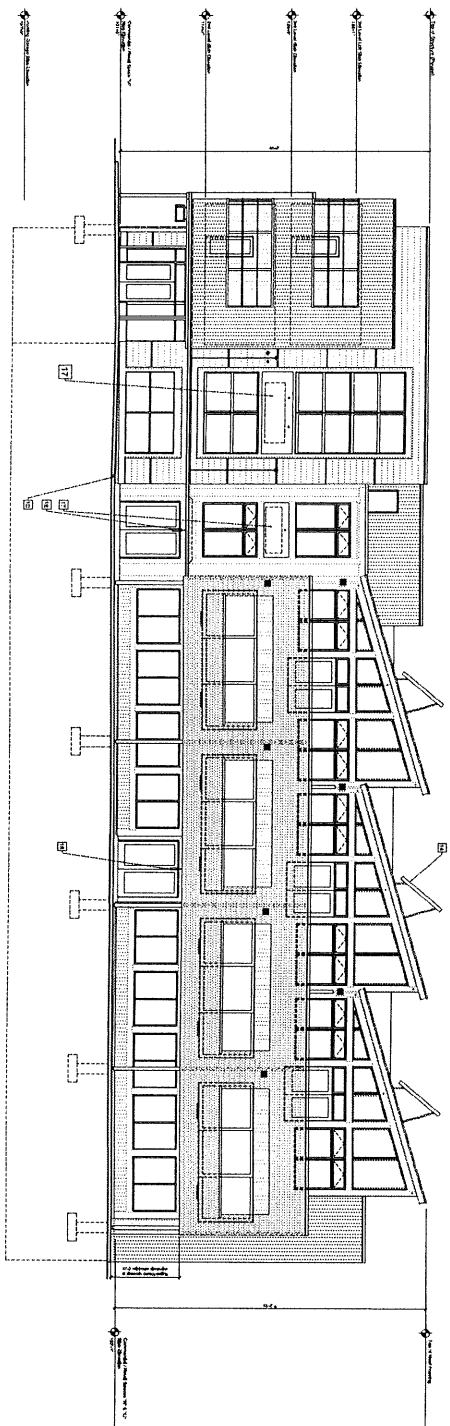
FDP Drawing Notes

01. Callout notes and items for stormwater and roof drainage located below main wall.
02. Overhead door.
03. Overhead door.
04. Overhead door.
05. Overhead door.
06. Overhead door.
07. Overhead door.
08. Overhead door.
09. Overhead door.
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18. Overhead door.
19. Overhead door.
20. Overhead door.

01 South (Simpson Avenue) Elevation  
A200 1/8" = 1'-0" (Scale includes roof profile of 2nd & 3rd floor addition)



02 East (Glenwood Street) Elevation  
A200 1/8" = 1'-0" (Scale includes roof profile of 2nd & 3rd floor addition)



|   |  |   |  |  |  |
|---|--|---|--|--|--|
| <b>HARGER</b><br>1000 West 10th Street, Suite 100<br>Jackson, Wyoming 83202<br>Phone: (307) 733-1111<br>Fax: (307) 733-1112<br>Email: info@harger.com                     |  | <b>OWNER</b><br>The Jackson Hole Foundation<br>1000 West 10th Street, Suite 100<br>Jackson, Wyoming 83202<br>Phone: (307) 733-1111<br>Fax: (307) 733-1112<br>Email: info@harger.com |  | <b>DESIGNED BY</b><br>HARGER ARCHITECTS, LLC<br>1000 West 10th Street, Suite 100<br>Jackson, Wyoming 83202<br>Phone: (307) 733-1111<br>Fax: (307) 733-1112<br>Email: info@harger.com |  |
| <b>PROJECT</b><br>Glenwood + Simpson Mixed Use Building<br>(Phase II of the Millward + Simpson PMD)<br>Lots 11 & 12, Block 2, 2nd Ward Addition<br>Jackson, Wyoming 83201 |  | <b>DATE</b><br>03/10/2018   |  | <b>SHEET NUMBER</b><br>A-200   |  |

EXHIBIT B

414

## ENCROACHMENT AND EASEMENT AGREEMENT

This Agreement dated this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between TBD Jackson, WY 83001, hereinafter collectively referred to as “Encroaching Party” and the Town of Jackson, a municipal corporation of the State of Wyoming, hereinafter referred to as “the Town”, provides as follows:

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

Lots 11 and 12, Block 2, Second Wort Addition to the Town of Jackson, Teton County, Wyoming, according to that Plat recorded September 28, 1940 as Plat No. 129.

PIN: 22-41-16-33-1-08-004

WHEREAS, the above real property is subject to an Approved Amended Master Plan and the Affidavit and Agreement Between the Town of Jackson, Teton County, Wyoming and the Undersigned Applicant Relating to a Planned Mixed-Use Development Master Plan Pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations, which *Affidavit and Agreement Relating to the 1st Amendment of the Millward and Simpson Planned Mixed-Use Development Master Plan* recorded May 6, 2016 as Doc 0903940 in Book 919 at pages 406-451.

WHEREAS, the Town is the owner of those certain public rights-of-way known as Glenwood Street and Simpson Avenue contiguous to said Lots, as shown on:

The Plat of the Second Wort Addition to the Town of Jackson, also known as Plat 129, as recorded in the Office of the Teton County Clerk,

which public rights-of-way adjoin Encroaching Party’s property.

WHEREAS, Encroaching Party desires in the future to erect, construct, and maintain private improvements within, on, and above the above-referenced public rights-of-way described as follows:

Building projections and roof overhangs including but not limited to canopies, enclosed (but non-interior and non-habitable) balconies, roofs, parapets, support columns, and structures, together with overhead lighting and related utilities as shown on:

(a) The sketch attached as **Exhibit A**, and

Exhibit Y  
continued

(b) The dimensional legal description attached hereto as **Exhibit B**

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title or interest in and to the said public rights-of-way by adverse possession or otherwise due to the encroachment and has agreed to quitclaim to the Town any and all right, title or interest it may have in and to the said public rights-of-way.

WHEREAS, the development project approved for Lots 11 & 12 of Block 2 of the 2<sup>nd</sup> Wort Addition permits seven separate residential and/or commercial units to encroach upon the Town rights-of-way in general compliance with the Exhibits attached hereto, and

WHEREAS, the Encroaching Party has further agreed that such payment shall be made prior to issuance of the Certificate of Occupancy with regard to the structure, and,

WHEREAS, the Encroaching Party and the Town agree that payment of such sums shall be a condition precedent to issuance of the Certificate of Occupancy.

NOW, THEREFORE, it is hereby agreed that for and in consideration of the aforesaid promises and other good and valuable consideration, the receipt of which is hereby acknowledged, Encroaching Party and the Town do mutually covenant and agree as follows:

1. Conveyance and Quitclaim. Encroaching Party conveys and quitclaims to the Town all right, title and interest now owned or hereafter acquired in and to the afore-referenced public rights-of-way.
2. Agreement to Allow Encroachment. The Town agrees that Encroaching Party shall have the right to have the private improvements overlap and extend beyond the boundary line of the Lots and to encroach on, in, and above the Town rights-of-way as generally depicted on **Exhibits A and B**.
3. Right to Maintain. Encroaching Party shall have the right from time to time to go upon the adjoining Town rights-of-way for the purpose of maintaining the private improvements, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns. Under no circumstances shall the Encroaching Party be allowed to increase the existing encroachment, absent written approval (including applicable regulatory approval) from the Town. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit Town from pursuing its right of eminent domain with regard

to the Encroaching Improvements and no provision of this Agreement shall limit or prohibit Encroaching Party from defending its property therefrom.

4. Release of Claims. Encroaching Party, and his successors or assigns, hereby releases and holds harmless the Town of Jackson from any and all damage, claim, cause, or right of action which may arise from normal Town use, maintenance, construction, repair or replacement activities by the Town associated with the Town rights-of-way in its present configuration and alignment and any of the present utilities within the Town rights of way and which may arise due to the proximity of the encroaching private improvements to the work activity being conducted by the Town.

5. Indemnification – General. Encroaching Party, and his successors in interest and assigns, hereby agrees to indemnify and hold harmless the Town of Jackson from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorneys fees, which the Town may incur as a result of in any way related to the construction, use, and/or maintenance of these encroaching improvements. The Town will give the Encroaching Party prompt notice of any claims against it arising from or related to such improvements and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the Town, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law.

6. Insurance. Encroaching Party, on his own behalf and on behalf of his successors and assigns, further covenants and agrees that, starting with the commencement of construction activities within the Town right-of-way and continuing thereafter during the entire term of this Agreement, the Town of Jackson shall be an additional insured on the policies of general liability insurance, with aggregate limits of at least One Million Dollars issued to Encroaching Party, his successors or assigns, including, specifically, any building owner, building/unit/condominium/homeowner's association, or other entity comprised of the owners of the units within the structure, including any or all of the encroaching units.

a. Encroaching Party and/or his successors and assigns, hereby agrees to provide the Town Clerk written evidence of the required insurance at the time of issuance of a building permit for any structure involving encroachments and within thirty (30) days of each annual or other periodic renewal of such insurance coverage.

b. This obligation to maintain insurance shall be absolute, without regard to any disputes between or among members of the Owner's Association, with regard to the payment of the premiums for such insurance. This obligation shall be included in the Declaration of Condominium, Declaration of Covenants, Conditions, and Restrictions or other legal documents relating to the Owner's Association or the structure, its governance and management.

7. Binding Covenant. The provisions of this Agreement shall operate as a covenant running with all parcels of land above described and shall bind both parties hereto and their respective successors and assigns.

8. Effective Date of Agreement. This Agreement shall become effective only upon approval of a Final (Major) Development Plan for Phase II of the Millward & Simpson Planned Mixed Use Development located at 175 S. Glenwood Street.

9. Term of Agreement. This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the structure encroaching is removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party or its successors and assigns hereunder to the encroachment shall cease. Provided, however, if, within a reasonable time (not to exceed two years) after such event, the Encroaching Party or their successor in interest initiates repairs, replacements, or reconstruction of the structure in essentially the same outside dimensions and configurations as the original encroaching structure, then all its rights shall be reinstated nunc pro tunc and preserved on the same terms set forth in this Agreement. Upon the development of compelling municipal interests with which the encroachments may interfere, Encroaching Party, its successors and assigns agree to cooperate with the Town to the fullest extent possible under then existing circumstances to accommodate and/or mitigate such interference by its encroachment.

10. Additional Documents and Acts. Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

11. No Third-Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest,

or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

12. Headings. Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

13. Modification in Writing. No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by corporate officers of both parties.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

15. Recording. This Agreement shall be executed upon its approval by the Jackson Town Council and shall thereupon be filed with the Town Clerk and recorded in the Land Records of Teton County, Wyoming.

TOWN OF JACKSON

APPROVED AS TO FORM:

\_\_\_\_\_  
Pete Muldoon, Mayor

\_\_\_\_\_  
Audrey Cohen-Davis  
Town Attorney

ATTEST:

APPROVED:

\_\_\_\_\_  
Sandy Birdyshaw, Town Clerk

\_\_\_\_\_  
Brian Lenz, Town Engineer

ENCROACHING PARTY

\_\_\_\_\_  
TBD



STATE OF WYOMING     )  
  ) ss.  
COUNTY OF TETON     )

The foregoing instrument was acknowledged before me by Pete Muldoon and Sandy Birdyshaw, as Mayor and Town Clerk, respectfully, of the Town of Jackson, this \_\_\_\_ day of \_\_\_\_\_, 2018.

Witness my hand and official seal.

SEAL

\_\_\_\_\_  
Notary Public

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF TETON     )

The foregoing instrument was acknowledged before me by \_\_\_\_\_TBD\_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2018.

Witness my hand and official seal.

SEAL

\_\_\_\_\_  
Notary Public



PO Box 487 Jackson, WY 83001  
(307)690-9955  
keith@hargerarchitects.com

March 01, 2018

Re: Glenwood & Simpson Mixed Use Building  
(Phase 2 of the Milward + Simpson PMD)  
Domestic Water Demand Calculations

The following table is a summary of the plumbing fixtures proposed for this development and the appropriate water use calculation:

GROUND LEVEL RETAIL, PRIVATE RESTROOM

| <u>Quantity</u> | <u>Fixture</u>          | <u>Fixture unit</u> | <u>Total</u> |
|-----------------|-------------------------|---------------------|--------------|
| 1               | Flush tank water closet | 2.5                 | 2.5          |
| 1               | Lavatory                | 1.0                 | 1.0          |
|                 | <i>Subtotal</i>         |                     | <i>3.5</i>   |

GROUND LEVEL RETAIL, COMMON RESTROOMS

| <u>Quantity</u> | <u>Fixture</u>               | <u>Fixture unit</u> | <u>Total</u> |
|-----------------|------------------------------|---------------------|--------------|
| 3               | Flush tank water closet      | 2.5                 | 7.5          |
| 1               | Urinal                       | 20.0                | 20.0         |
| 2               | Lavatory                     | 1.0                 | 2.0          |
| 1               | Drinking fountain (in lobby) | 0.5                 | 0.5          |
| 1               | Janitor's sink               | 2.5                 | 2.5          |
|                 | <i>Subtotal</i>              |                     | <i>32.5</i>  |

GROUND LEVEL EMPLOYEE HOUSING

| <u>Quantity</u> | <u>Fixture</u>          | <u>Fixture unit</u> | <u>Total</u> |
|-----------------|-------------------------|---------------------|--------------|
| 3               | Flush tank water closet | 2.5                 | 7.5          |
| 3               | Shower                  | 2.0                 | 6.0          |
| 3               | Lavatory                | 1.0                 | 3.0          |
| 3               | Kitchen sink            | 1.5                 | 4.5          |
| 3               | Clothes washer          | 4.0                 | 12.0         |
|                 | <i>Subtotal</i>         |                     | <i>77.0</i>  |

Exhibit Z

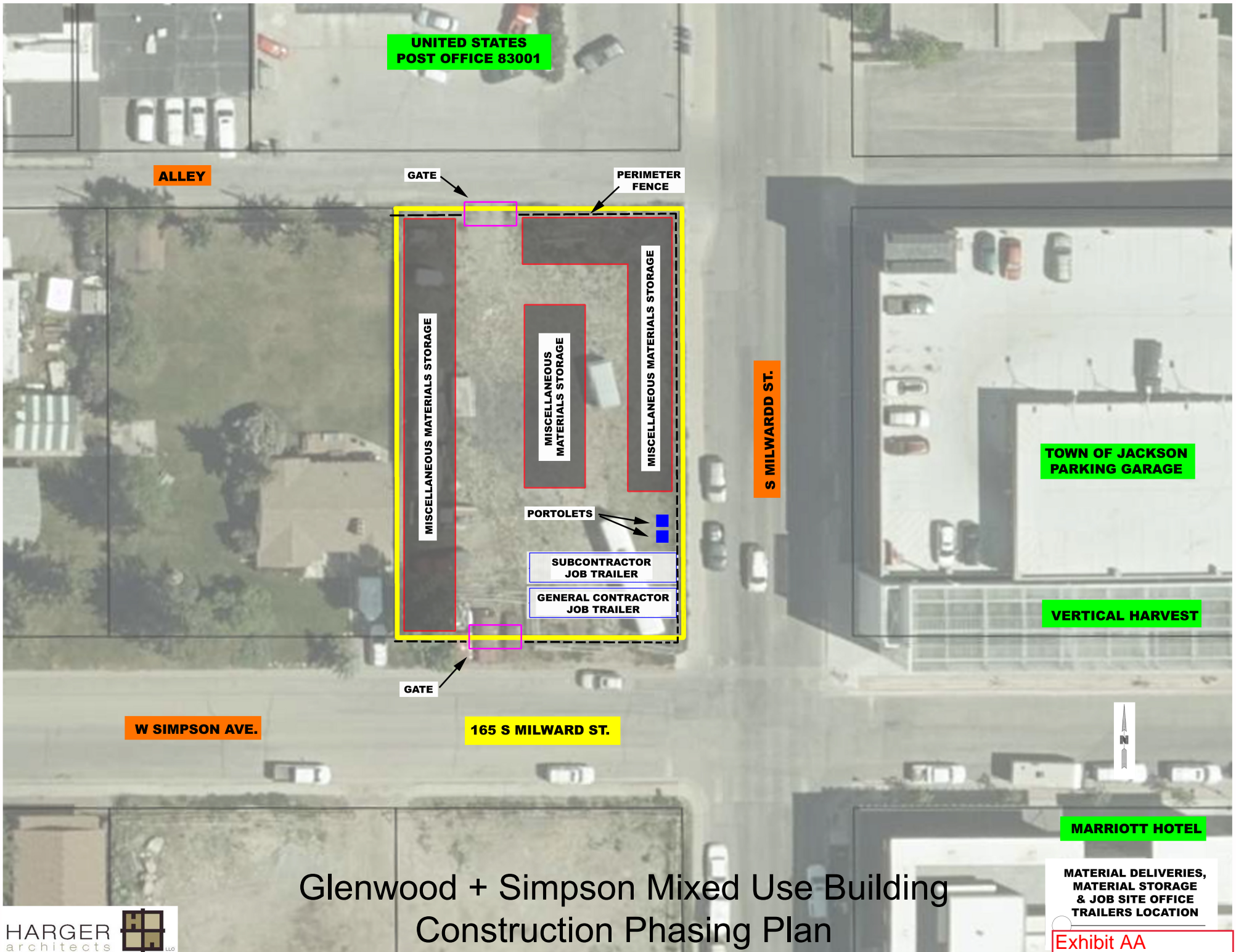
## 2<sup>ND</sup> LEVEL LODGING / RESIDENTIAL UNITS

| <u>Quantity</u> | <u>Fixture</u>          | <u>Fixture unit</u> | <u>Total</u> |
|-----------------|-------------------------|---------------------|--------------|
| 14              | Flush tank water closet | 2.5                 | 35.0         |
| 12              | Shower                  | 2.0                 | 24.0         |
| 20              | Lavatory                | 1.0                 | 20.0         |
| 6               | Kitchen sink            | 1.5                 | 9.0          |
| 6               | Clothes washer          | 4.0                 | 24.0         |
|                 | <i>Subtotal</i>         |                     | <i>112.0</i> |

## 3<sup>RD</sup> LEVEL LODGING / RESIDENTIAL UNITS

| <u>Quantity</u> | <u>Fixture</u>          | <u>Fixture unit</u> | <u>Total</u>        |
|-----------------|-------------------------|---------------------|---------------------|
| 15              | Flush tank water closet | 2.5                 | 37.5                |
| 14              | Shower                  | 2.0                 | 28.0                |
| 20              | Lavatory                | 1.0                 | 20.0                |
| 5               | Kitchen sink            | 1.5                 | 7.5                 |
| 5               | Clothes washer          | 4.0                 | 20.0                |
|                 | <i>Subtotal</i>         |                     | <i>87.0</i>         |
|                 | <b><i>Total</i></b>     |                     | <b><i>309.5</i></b> |

Based on the Hunter Curve in the ASHRAE Applications Manual, 310 fixture units = 56 gpm peak hour demand for hotels (42 gpm for apartment houses), or 28 gpm average demand at a 50% usage factor. The daily water use would be 28 gpm x 1,440 min. (24 hr. day x 60 min.) = 40,320 GPD (gallons per day)



UNITED STATES  
POST OFFICE 83001

ALLEY

GATE

PERIMETER  
FENCE

MISCELLANEOUS MATERIALS STORAGE

MISCELLANEOUS  
MATERIALS STORAGE

MISCELLANEOUS MATERIALS STORAGE

PORTOLETS

SUBCONTRACTOR  
JOB TRAILER

GENERAL CONTRACTOR  
JOB TRAILER

GATE

W SIMPSON AVE.

165 S MILWARD ST.

S MILWARD ST.

TOWN OF JACKSON  
PARKING GARAGE

VERTICAL HARVEST



MARRIOTT HOTEL

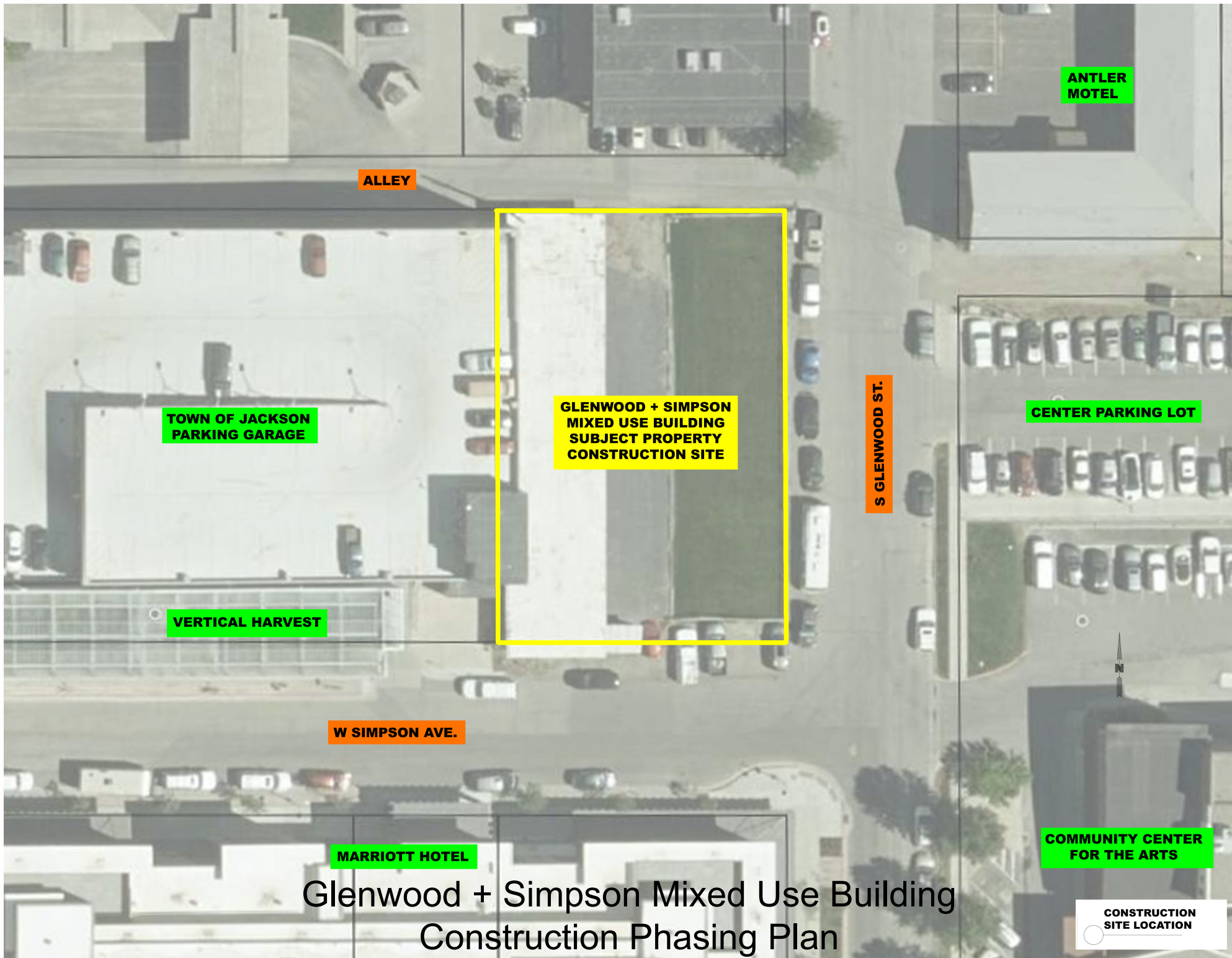
# Glenwood + Simpson Mixed Use Building Construction Phasing Plan

MATERIAL DELIVERIES,  
MATERIAL STORAGE  
& JOB SITE OFFICE  
TRAILERS LOCATION

Exhibit AA





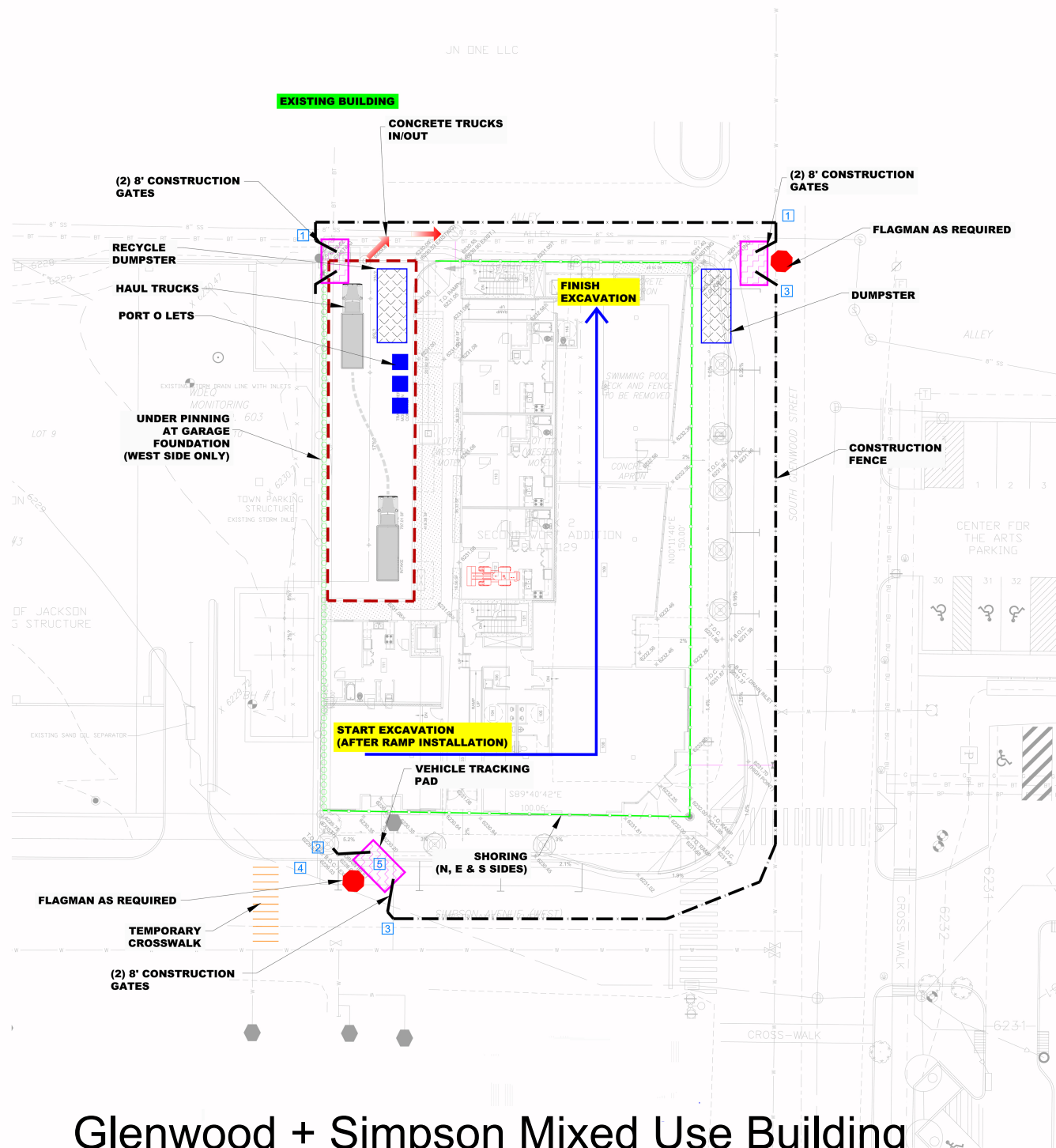


# Glenwood + Simpson Mixed Use Building Construction Phasing Plan

CONSTRUCTION  
SITE LOCATION

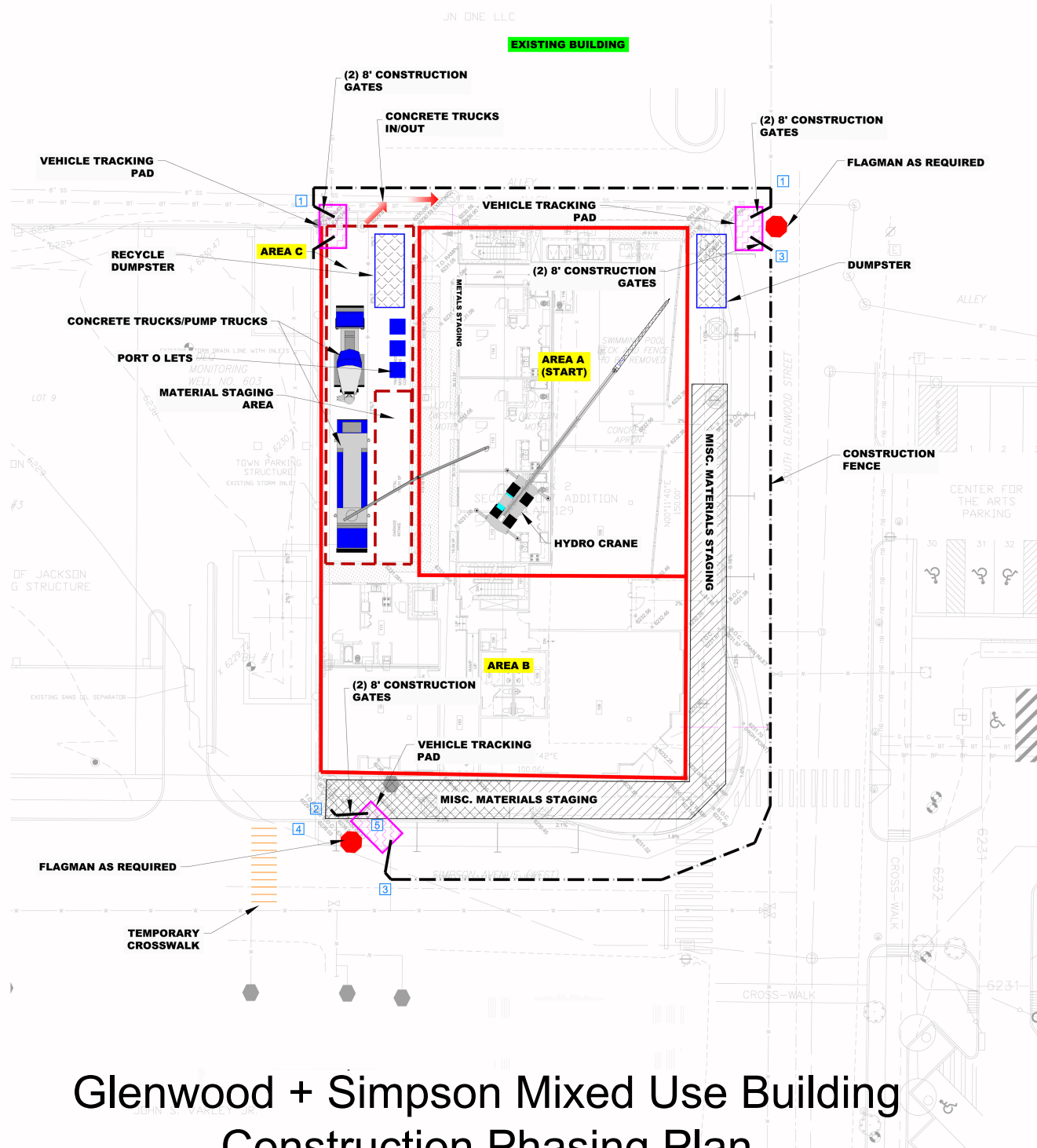


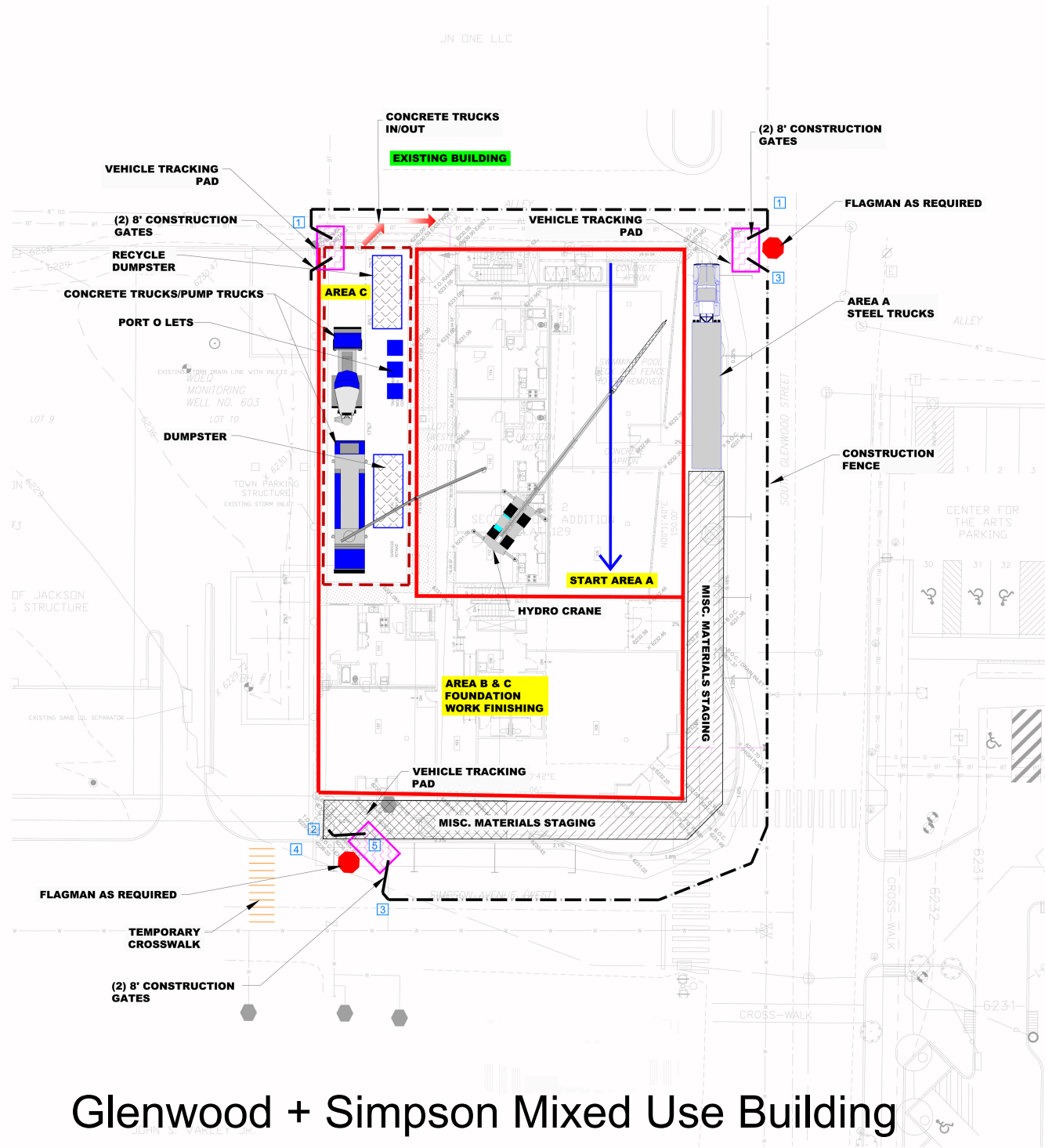
## JOHN S. VARLEY JR.



# Glenwood + Simpson Mixed Use Building Construction Phasing Plan



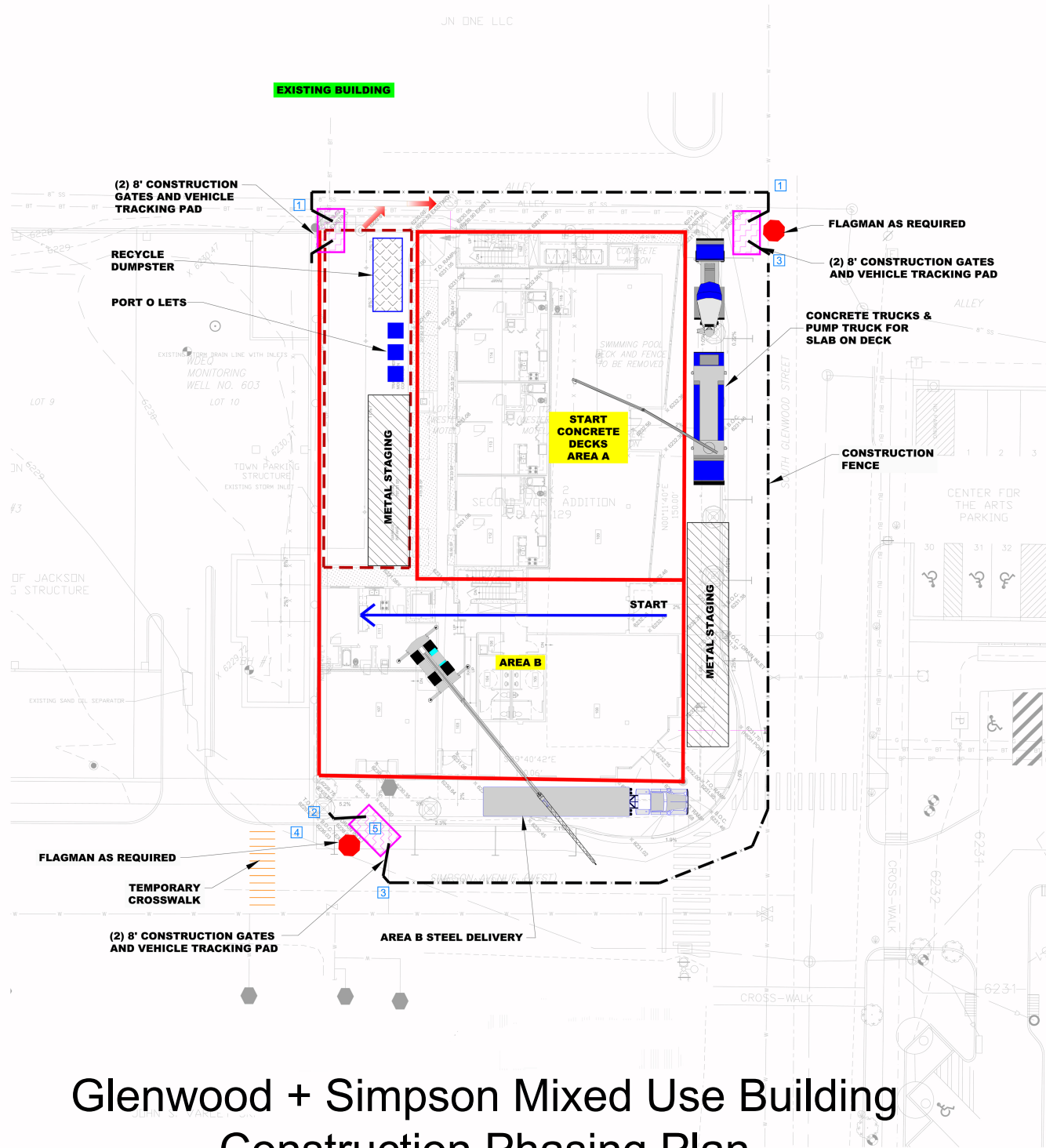


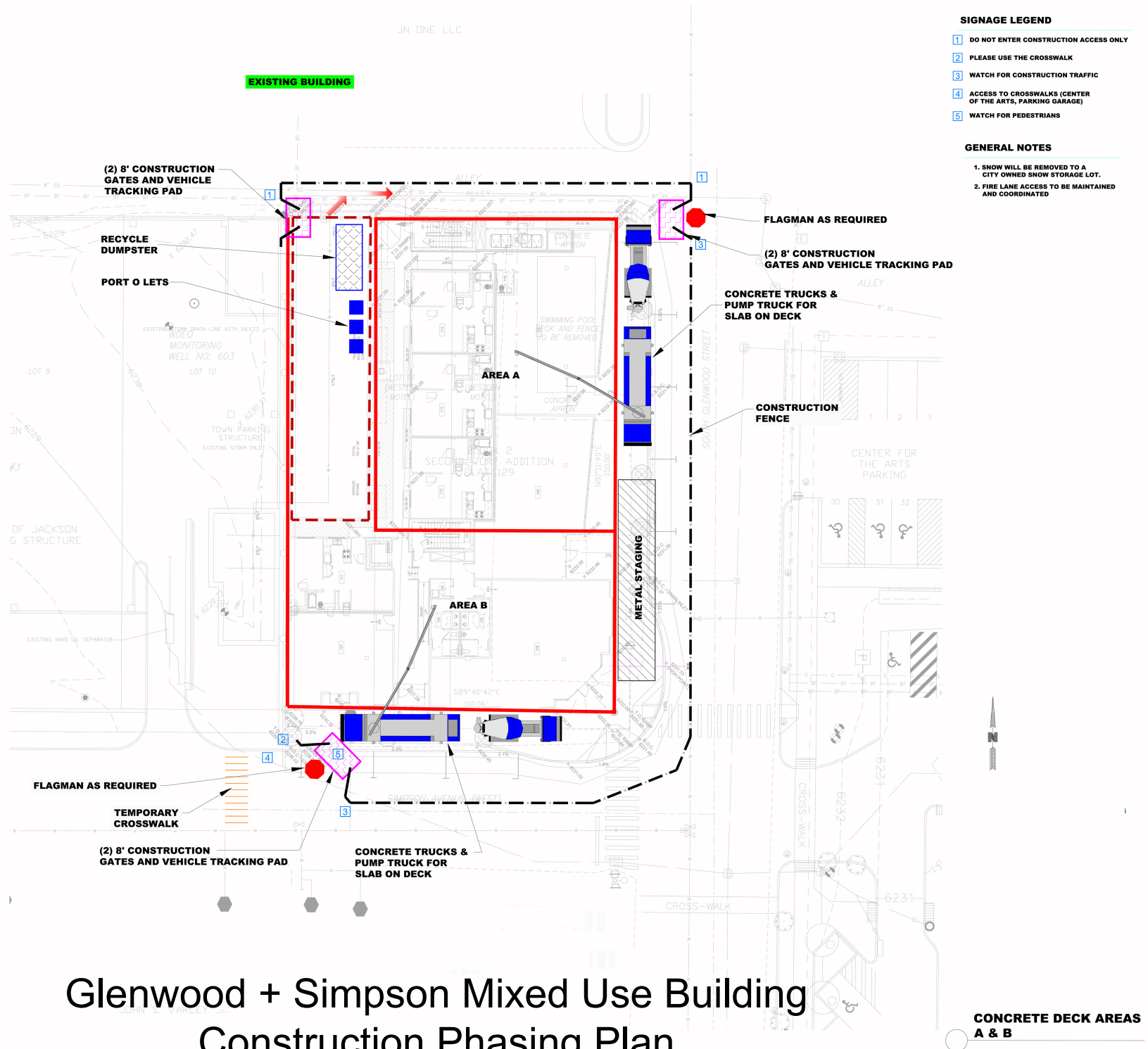


- SIGNAGE LEGEND**
- 1 DO NOT ENTER CONSTRUCTION ACCESS ONLY
  - 2 PLEASE USE THE CROSSWALK
  - 3 WATCH FOR CONSTRUCTION TRAFFIC
  - 4 ACCESS TO CROSSWALKS (CENTER OF THE ARTS, PARKING GARAGE)
  - 5 WATCH FOR PEDESTRIANS
- GENERAL NOTES**
- 1. SNOW WILL BE REMOVED TO A CITY OWNED SNOW STORAGE LOT.
  - 2. FIRE LANE ACCESS TO BE MAINTAINED AND COORDINATED

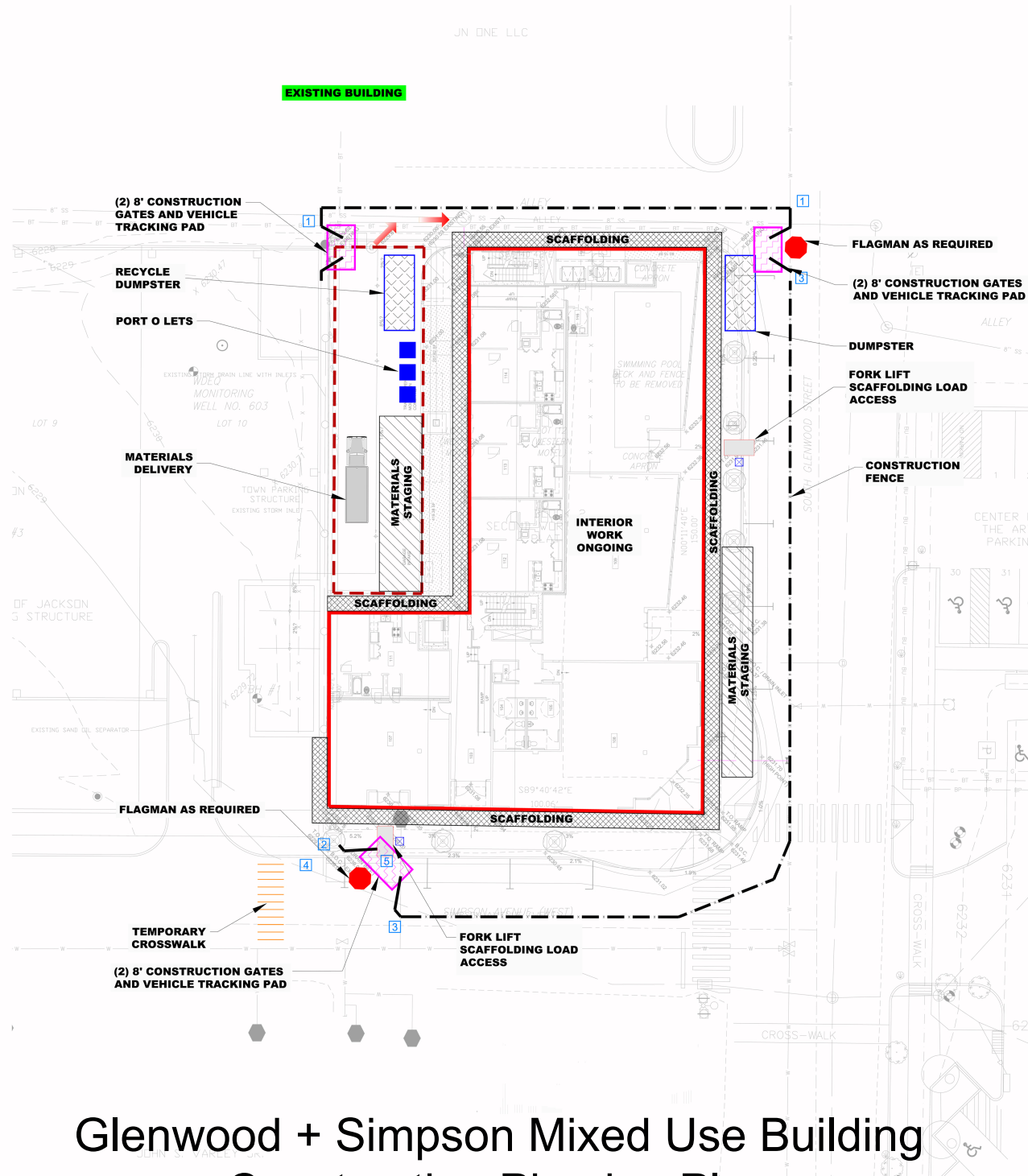
# Glenwood + Simpson Mixed Use Building Construction Phasing Plan

STEEL ERECTION AREA A









# SIGNAGE LEGEND

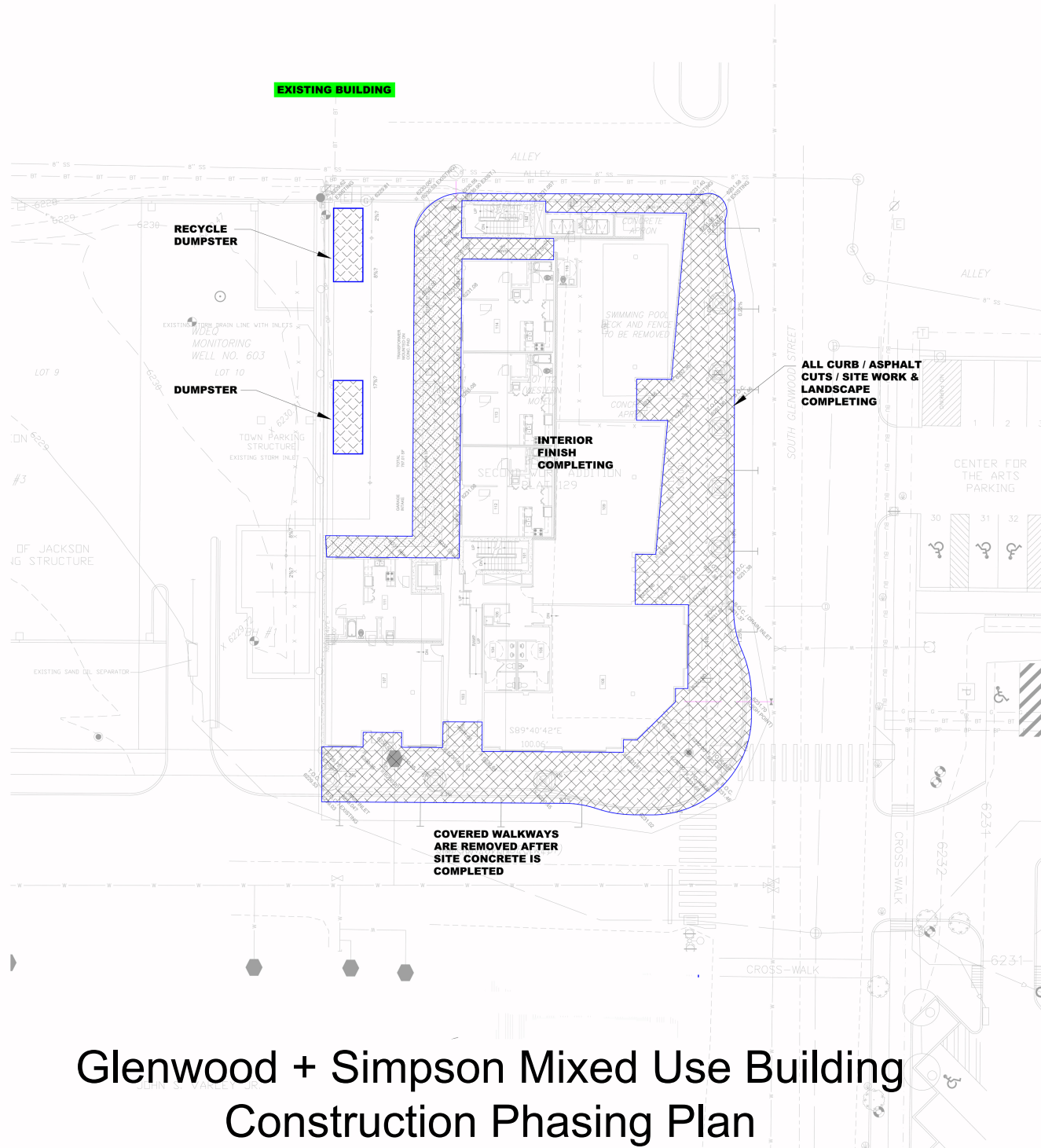
- 1 DO NOT ENTER CONSTRUCTION ACCESS ONLY
- 2 PLEASE USE THE CROSSWALK
- 3 WATCH FOR CONSTRUCTION TRAFFIC
- 4 ACCESS TO CROSSWALKS (CENTER OF THE ARTS, PARKING GARAGE)
- 5 WATCH FOR PEDESTRIANS

# GENERAL NOTES

1. SNOW WILL BE REMOVED TO A CITY OWNED SNOW STORAGE LOT.
2. FIRE LANE ACCESS TO BE MAINTAINED AND COORDINATED

## Glenwood + Simpson Mixed Use Building Construction Phasing Plan

EXTERIOR FRAMING  
/SKIN / ROOF  
(ENVELOPE)



# Glenwood + Simpson Mixed Use Building Construction Phasing Plan

**SITE WORK**



PO Box 487 Jackson, WY 83001  
(307)690-9955  
keith@hargerarchitects.com

March 01, 2018

Re: Glenwood & Simpson Mixed Use Building  
(Phase 2 of the Milward + Simpson PMD)  
Proposed Excavation Shoring Methods

This development anticipates using a vertically cantilevered shoring system, consisting of steel piles and wood lagging. This system eliminates the need for over-dig, minimizes encroachment into adjacent public rights of way, reduces risk to adjacent utility installations, and is suitable for use in excavations which are located in close proximity to neighboring foundations, such as exists at the parking garage.

The shoring system design and installation will be performed by a qualified, specialized geotechnical shoring contractor, to be determined at the time of construction.

The following excerpt from the *Earth Retention Handbook* adequately describes the cantilever shoring system as follows:

Typically used when the vertical face of the excavation is less than 20 feet, cantilever shoring consists of soldier piles and lagging. Soldier piles are constructed with steel I-beams, driven vertically into the ground to some distance below the depth of the excavation.

Wood or steel plate lagging is then placed between the I-beams to hold the earth in place

A slurry system is applied to the inside face of the wood or steel plates and, when the actual foundation wall is poured against it, ultimately becomes the waterproofing for the foundation.

In cantilevered shoring situations, a wall accepts a horizontal force against it and resists the force by rigidity of its embedment into the soils beneath the excavation. The embedded portion of the wall will develop a point of rotation, and passive forces will act on both sides of this point. (See force diagram 9.1) This is called a moment couple. <sup>1</sup>

The above-referenced soil loading *force diagram*, along with a typical construction detail and pictorial example, are included on the following pages:

1. Earth Retention Systems Handbook; McNabb; McGraw Hill, 2002.

Exhibit BB

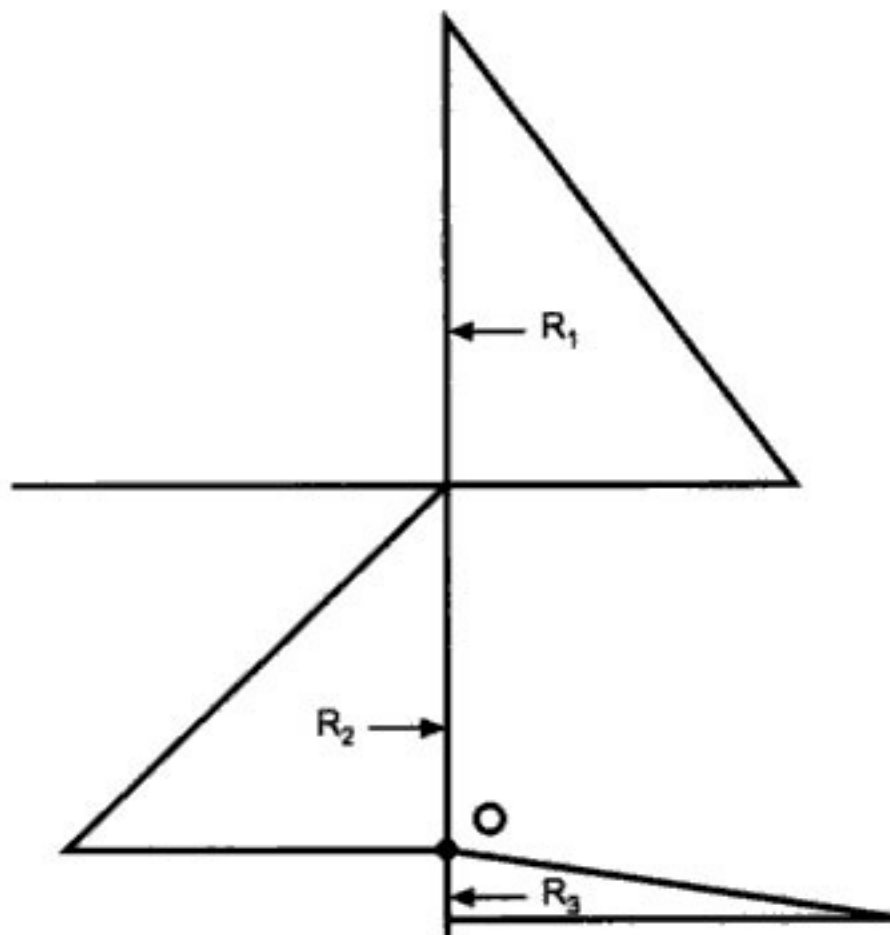


FIGURE 9.1 Cantilever force diagram.

The basic equation which defines lateral earth pressure at any point on the wall can be shown to be

$$P = K_a (\gamma H + q) \quad (9.1)$$

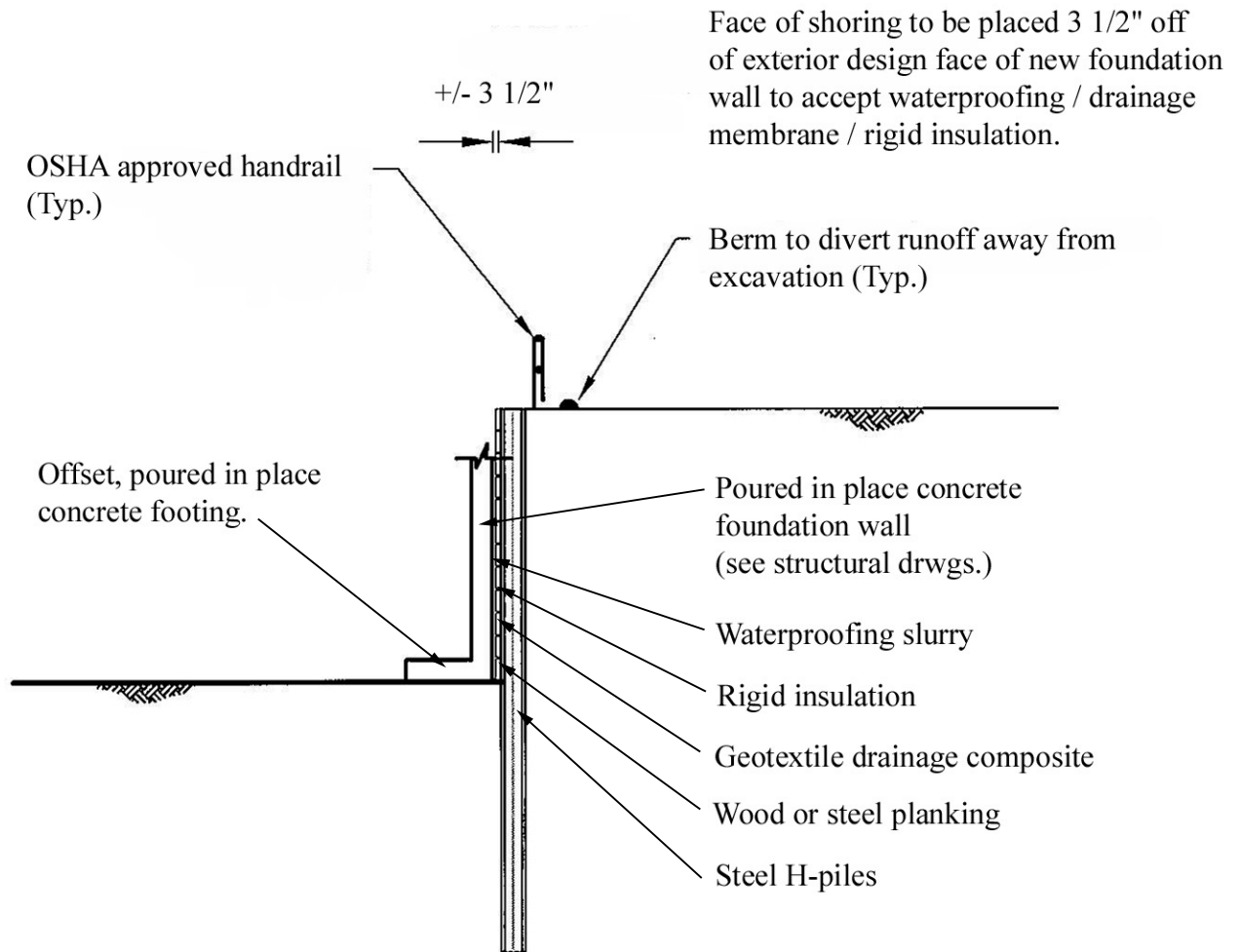
where

- $P$  is the pressure at any point
- $K_a$  is the coefficient of active earth pressure
- $\gamma$  is the unit weight of the soil being retained (in the case of soil below the static water table it is defined as  $\gamma'$ ).
- $H$  is the height of earth retained at the point of calculation
- $q$  is the vertical component of the surcharge load at the depth considered

Although the earth pressure is triangular, in the case of cohesive soils the pressure diagram in its theoretical development is laterally shifted so that the upper portion of the diagram actually indicates a negative lateral pressure (see Figure 9.4). When you think about this it actually makes sense. A soil mass that has cohesion will stand vertically for some height. In this height, the pressure diagram indicates that no lateral restraint is necessary.



## Typical cantilevered shoring diagram



TYPICAL CANTILEVER SECTION  
NO TO SCALE



Photo courtesy McMahon Consulting Engineers, PC