

**HIDDEN HOLLOW PLANNED UNIT DEVELOPMENT MASTER PLAN -1st
Amendment
December 29, 2016August XX, 2018
PUD2016-079**

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Division 1. Hidden Hollow Planned Unit Development

1.1. Title

The title of this document is hereby established as the "Hidden Hollow Planned Unit Development Master Plan," and is referred to throughout the document as the "PUD Master Plan" or "Master Plan."

1.2. Purpose, Background and Intent

1.2.A. Purpose

This Master Plan establishes the entitlements, standards and conditions for the development and use of the Hidden Hollow Planned Unit Development ("HHPUD" or "Hidden Hollow"). This Master Plan establishes the zoning for lands within the boundaries of the HHPUD, which are defined and depicted in Attachment 1 to this Master Plan. The Master Plan varies in some ways from the base UR zoning of the site in order to achieve specific community goals that enhance the community's implementation of the Jackson/Teton County Comprehensive Plan.

1.2.B. Background

The HHPUD is located on an approximately 10-acre parcel of land formerly owned by the United States Forest Service ("USFS"). The 10-acre Hidden Hollow site is a portion of a larger USFS site that was used as headquarters for the Bridger Teton National Forest. In 2015 the USFS sold the 10-acre Hidden Hollow site to Hansen & Hansen, LLP and retained approximately 5.3 acres of land directly west of the Hidden Hollow site. In preparation for the transfer of ownership of the property, the Town of Jackson zoned the Hidden Hollow site Urban Residential ("UR").

In July of 2016, Hansen & Hansen, LLP submitted PUD and Sketch Plan applications for the site that included a proposal for 168 residential units and the infrastructure improvements to support the HHPUD development. The residential units are a mix of multi-family, townhouse and single-family units that will provide the Town of Jackson and the overall Teton County community with a much-needed solution to our workforce housing shortage. The project includes a dedication to the Town of Jackson of an eastern extension of Mercill Avenue to a point that would intersect with a future N. King Street extension.

1.2.C. Vision and Intent

The vision for the HHPUD is for a dense, residential development that provides free market, workforce and affordable housing in close proximity to Town commercial services and public amenities, which is compatible with surrounding commercial, public and open space uses. Hidden Hollow achieves this in the following ways:

1. Provision of a variety of residential unit types that achieves housing opportunities for a variety of residents while respecting the neighboring land uses.
2. Provision of efficient and effective street and utility system for the development and allow municipal services to be provided without burdening the community.
3. Provision of a pathway system through the site that allows for access through the development in a north-south direction connecting significant community amenities, and provision of sidewalks and pathways for residents to utilize the site and access off site amenities near Hidden Hollow without the need for a car.
4. Development design that is compatible with the surrounding uses, including recreational, school, government office, commercial and open space uses.
5. Enhancement of the wetlands that exist on the site.
6. Provide Provision of open space for residents and visitors in a relatively dense residential context.
7. Incorporation of design techniques that enhance a sense of community while allowing for views and privacy among individual units.

8. Provision of opportunity to conserve energy through a unified development and individual building designs.
9. Provision of opportunities for affordable and workforce housing.

1.3. Applicability

1.3.A. Applicability of Master Plan

This Master Plan applies only to lands within the HHPUD boundaries, as depicted on the Official Zoning District Map and shown within Attachment 1 to this Master Plan.

1.3.B. Expiration, Extension and Phasing

1.3.B.1. Expiration of Master Plan

Time Frame: The Master Plan shall expire five (5) years after its effective date unless a sufficient application for the improvements described below under the "Predevelopment Site and Infrastructure Improvements Phase" is submitted to the Planning Department. The Master Plan shall expire seven (7) years after its effective date unless there is commencement of construction of "Predevelopment Site and Infrastructure Improvements Phase" improvements.

Predevelopment Site and Infrastructure Improvements Phase: The Developer shall complete all underground infrastructure and rough grading of the entire site including roads, pursuant to the requirements of a Grading and Erosion Control Permit approved by the Town of Jackson. Upon completion of the improvements stated herein, the HHPUD shall be vested and shall not expire.

Effect: Upon expiration of the Master Plan, LDR Section 8.7.3.G.2. shall apply.

1.3.B.2. Extension

No extension to the expiration of the Master Plan shall be permitted. Please see Master Plan Section B.1. Expiration of Master Plan and Master Plan Section B.3. Phasing Requirements for additional information.

1.3.B.3. Phasing Requirements

The purpose of the HHPUD phasing plan is to ensure that when free market development occurs that generates affordable housing or other development standard requirements, adequate assurances are provided by the Developer to ensure these requirements have been, or will be, met.

Phase 1:

- Subdivision and sale or development of 13 single-family units in Area A
 - o Including provision for affordable housing ownership or rental units for at least 7.80 persons to be constructed within building 4/5
- Development of 820 townhome units in Area B
 - o Including provision for affordable housing ownership or rental units for at least 4.05 persons to be constructed within building 4/5
- Development of 554 multi-family units in two Area C Buildings Building 4/5 within Area C
 - o If the 55 multifamily units in building 4/5 are developed as for sale, condominium units, provision for affordable housing ownership units for at least 16.95 persons will be constructed
 - o If the 55 multifamily units in building 4/5 are developed as for rent, apartment units, compliance with Section 7.4.2.D.13 of the Town of Jackson Land Development regulations shall apply to exempt the rental apartment units from the affordable housing mitigation standards
- Provision of at least 18 workforce housing units within building 4/5/two multi-family buildings i. in Area C developed under Phase 1
- Completion of all Mercill Avenue extension improvements
- Completion of all road ways and parking areas necessary to serve the development in Phase 1
- Completion of all wetland mitigation
- Completion of all landscape requirements for all Phase 1 development in Area B and C

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Phase 2:

- Development of 12 townhome units in Area B
 - o Including provision for affordable housing ownership or rental units for at least 6.60 persons to be constructed within building 4/5
- Development of 55 multi-family units in Building 4/5 and or 28 multifamily units within Area C
 - o If the 55 multifamily units in Building 2/3 and the 28 multifamily units in building 1 are developed as for sale, condominium units, provision for affordable housing ownership units for a total of at least 25.6 persons will be constructed within building 4/5 and Building 2/3
 - Building 2/3 = 17.05 persons mitigated
 - Building 1 = 8.55 persons mitigated
 - o If the 55 multifamily units in building 2/3 and/or the 28 multifamily units in building 1 are developed as for rent, apartment units, compliance with Section 7.4.2.D.13 of the Town of Jackson Land Development regulations shall apply to exempt the rental apartment units within building 4/5 from the affordable housing mitigation standards
- Development of 54 multi-family Units in two Area C buildings
- Provision of affordable housing for at least 16.4 persons within the two multi-family buildings in Area C developed under Phase 2
- Provision of at least 18 workforce housing units within two multi-family buildings in Area C developed under Phase 2~~Building 2/3 and 9 workforce housing units within Building 1~~
- Completion of all landscape requirements for all Phase 2 development
- Completion of all remaining landscape requirements in Area D in Area C

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Phase 3:

- Development of 27 multi-family Units in one Area C building
- Provision of at least 9 workforce housing units within any building in Area C
- Completion of all landscape requirements for all Phase 3 development
- Completion of all remaining landscape requirements in Area D

Occupancy of Free Market Units: The above phasing plan is subject to the following requirements:

Certificates of Occupancy for free market residential units (Area A units, Area B units or Area C units) will not be issued by the Town of Jackson unless one of the following has occurred:

1. A framing inspection has been approved by the Town Building Official for the building permit application for the affordable housing within the phase in which such free market residential units are receiving a Certificate of Occupancy, and the Developer provides the Town with a bond in an amount equal to the in lieu fee requirement for the affordable housing units that are required by the number of free market units receiving Certificates of Occupancy; or
2. If the framing inspection has not been approved by the Town Building Official as provided above, the Developer shall be required to deed restrict the amount of free market units necessary to meet the total remaining housing requirement of the real property included in such applicable phase. Such deed restriction shall only go into effect if the affordable housing units within Area C that are intended for such remaining mitigation of the real property included in such applicable phase have not received a Certificate of Occupancy within twenty four (24) months of the recordation of the deed restriction required herein.

1.4. Relationship Between Regulations and Interpretation

1.4.A. Relationship to Land Development Regulations

Unless otherwise noted in this document, when this Master Plan refers to the LDRs, or where it is silent and the LDRs govern the development or use of properties within the HHPUD, the Town of Jackson LDRs applicable at the time a determination or interpretation is requested shall apply. In the event of a contradiction between this Master Plan and the LDRs this Master Plan shall govern and control.

1.4.B. Interpretation

The Town of Jackson Planning Director shall be responsible for interpreting this Master Plan and shall base his/her interpretation first, on the information contained within this Master Plan, and second, on the clear legislative intent of the Town Council in its approval and adoption of the HHPUD. With the exception of the modification to the basis for interpretation made herein, the provisions of Section 8.6. Interpretations of the LDRs of the Town of Jackson LDRs shall govern the findings considered in rendering interpretations of this Master Plan, and the procedure for requesting an interpretation of this Master Plan. Pursuant to Section 8.6. Interpretation of the LDRs, only a property owner within the HHPUD may request an interpretation of this Master Plan.

1.5. Procedures and Requirements to Amend Approved Master Plan

1.5.A Major Amendments:

Major Amendments to the Master Plan shall be reviewed pursuant to the provisions of the LDR Section 8.2.13.D. PUD Amendment. Only a property owner, or authorized agent of a property owner, within the HHPUD may apply for a Major Amendment to the Master Plan. The Major Amendment shall be subject to all applicable standards of the LDRs.

Major Amendments include the following:

1. Expansion or increase to the overall HHPUD area, or overall density allowed in this Master Plan; and
2. A revision to the physical development standards that increases the allowable maximum or decreases the required minimum by more than 20%.

1.5.B. Minor Amendments:

Minor amendments to this Master Plan may be approved by the Planning Director pursuant to the procedures set forth in Section 8.5.2. Development Option Plan of the LDRs. Only a property owner, or authorized agent of a property owner, within the HHPUD may apply for a Minor Amendment to the Master Plan. The Minor Amendment shall be reviewed and acted upon. The Minor Amendment shall be subject to all applicable standards of the LDRs.

Minor Amendments include the following:

1. Any application to amend the Master Plan that includes the reduction in the HHPUD Area, density or intensity of use;
2. A revision to the allowable physical development standards that decreases an allowable maximum or increases a required minimum; or increases an allowable maximum or decreases a required minimum by not more than 20%;
3. Transfer of development rights from one Area of the HHPUD to another Area if such transfer does not include an increase in the overall density of the HHPUD;
4. Any and all revisions and amendments to Attachment 4 (Example of Maximum Sales Price Calculations); and
5. Any and all revisions, amendments, and updates to the Phasing Plan.

A Minor Amendment shall only be approved upon meeting the following Findings:

1. It is consistent with the purposes and organization of the HHPUD;
2. It improves the consistency of the HHPUD Master Plan with other provisions of the HHPUD or subsequent development approvals within the HHPUD;
3. It provides flexibility for landowners within standards defined within Master Plan Section 1.2.C. Vision and Intent of the HHPUD Master Plan;
4. It is necessary to address changing conditions (e.g. market, sales or constructability), public necessity, and/or state or federal legislation;
5. It improves implementation of the Comprehensive Plan; and
6. It is consistent with other adopted Town Ordinances.

1.5.C. Administrative Amendments:

Administrative Amendments are update amendments required by this Master Plan to the Housing Mitigation Tracking Worksheet or the Physical Development Standard Tracking Worksheet, and pursuant to 1.5.E. below are not included in the Master Plan until such time as a Certificate of Occupancy is issued.

A Housing Mitigation Tracking Worksheet update shall be prepared by the Developer or its assigns and shall be submitted with each Development Plan or Development Option Plan application. This requirement shall terminate once all affordable housing requirements have been met.

A Physical Development Standards Tracking Worksheet update shall be prepared by the Developer or its assigns and shall be submitted with each application for building permit (or group of building permits). This requirement shall terminate once all physical development standard allowances have been expended.

This notwithstanding, the Developer may submit an updated tracking worksheet anytime, at their sole discretion.

1.5.D. Amendment Not Categorized

In the event that an application for an amendment to the HHPUD is submitted to the Town of Jackson that is not included in the list of Major, Minor, or Administrative Amendments, the Planning Director shall make a determination, based on the thresholds for Major, Minor, and Administrative Amendments, Master Plan Section 1.4.B. Interpretation, and Master Plan Section 1.2.C. Vision and Intent, whether the proposed amendment shall be a Major, Minor, or Administrative Amendment.

1.5.E. Amendments are Included in Master Plan:

Any Amendment to the Master Plan shall be incorporated into the Master Plan. The Master Plan shall be revised and amended within one (1) year of the final approval of the amendment to reflect the entitlements, standards and conditions approved. Any application to the Town of Jackson that acts upon the approved amendment shall not be deemed sufficient until the Master Plan is amended.

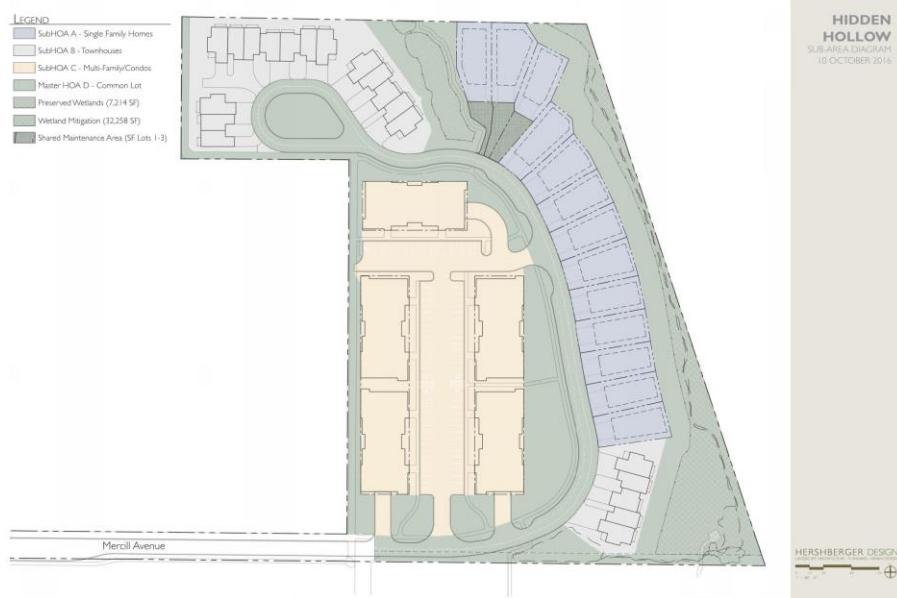
Time Frame: If the Master Plan is not amended within one (1) year of the date of approval of the Major Amendment or Minor Amendment the amendment shall expire.

Administrative Amendments approved by the Planning Director shall not be included in the Master Plan until such time as a Certificate of Occupancy is issued for the development described in the Administrative Amendment.

1.6. Applicability of Master Plan to HHPUD Areas

The HHPUD consists of three distinct unit types: Detached Single-Family Units, Attached Single-Family Units and Multi-Family Units. Each of these distinct unit types are located within distinct areas in the HHPUD. In addition, there is an area within the HHPUD that is common area and contains land uses that support and enhance the overall HHPUD, including roads, utilities, maintenance facilities, open spaces, pathways, wetlands and stormwater treatment facilities. Each of these areas contain some level of allowable entitlements and standards that differ from, or are in some way distinct from, those in other areas. Therefore, where applicable, this Master Plan identifies these separate entitlements, standards and conditions based on specific area designations.

For the purposes of this Master Plan, the area containing the Detached Single-Family Units is identified as Area A, the area containing the Attached Single-Family Units is identified as Area B, the area containing the Multi-Family Units is identified as Area C and the common area that contains land uses that support and enhance the overall PUD is identified as Area D. Where no reference is made to a specific Area, the specific entitlements, standards and conditions apply to the overall HHPUD. HHPUD Areas are shown in the exhibit below:



1.7. Definitions

Purpose: The purpose of this section is to define words, terms and phrases contained within the Master Plan to explain the relationship between this Master Plan and the Town of Jackson Land Development Regulations. Any term not defined herein shall have the meaning as defined in the Town of Jackson LDR as may be amended from time to time.

Area A/B/C/D: Shall mean one or more of the distinct areas within the Overall PUD as shown in [Section 1.6](#).
Establishment of Hidden Hollow PUD and include Area A – Detached Single Family Units, Area B – Attached Single Family Units, Area C, Multi-Family Units, and Area D – Common Area.

Density: Shall mean the number of individual dwelling units, including detached single family, attached single family, apartment, condominium, townhouse, or other type of residential dwelling unit permitted to be constructed or occupied on an Area, lot, site, or other part or portion of the PUD.

Developer: Shall mean the owner of the HHPUD while the development occurs and prior to the HHPUD HOA taking control of the development.

Homeowner Association: Shall mean the Hidden Hollow Homeowners Association.

Housing Mitigation Tracking Worksheet: Shall mean the document attached hereto as Attachment 3.

Land Development Regulations: Shall mean the Town of Jackson Land Development Regulations as may be amended from time to time.

Local Convenience Commercial: Shall mean commercial retail and service uses permitted within the HHPUD that allow for goods sold and services provided that are primarily of convenience in nature to provide for the needs of residents and employees in the surrounding area. Goods and services sold within a Local Convenience Commercial Use shall not be of a specialty nature that rely on and attract customer and vehicle traffic from the community as a whole. Only one Local Convenience Commercial Retail or Service use may exist within each building in Area C of the HHPUD.

Maintenance Facilities: Shall mean any buildings, structures or utility infrastructure that are used for the storage of equipment and other activities necessary for maintenance and operation of the HHPUD.

Physical Development Standards Tracking Worksheet: Shall mean the document attached as Attachment 2.

Property Owner: Shall mean any owner(s) of real property within the Hidden Hollow PUD.

Sales/HOA/Rental Office: Shall mean a sales/HOA/rental office to be located within Area C.

1.8. List of Attachments

- Attachment 1: Legal Description HHPUD Boundary
- Attachment 2: Physical Development Standards Tracking Worksheet Template
- Attachment 3: Housing Mitigation Tracking Worksheet Template
- Attachment 4: Examples of Maximum Sales Price Calculations for Affordable Housing Units
- Attachment 5: Affordable Housing Deed Restriction Template
- Attachment 6: Workforce Housing (Owner) Deed Restriction Template
- Attachment 7: Workforce Housing (Rental) Deed Restriction Template

Division 2. Standards Applicable the Hidden Hollow PUD

2.1. Physical Development Standards

Standards applicable to the physical development of the PUD are provided within this sub-section. Cross references provided refer to specific sections of the LDRs.

2.1.A. Structure Location and Mass

	Landscape Surface/LSR (min)	Lot Coverage Area/Ratio (max)	Street Setback (Min)**	Side Setback (Min)**	Rear Setback (min)**	Height (max)	Floor Area/FAR (max)
Overall PUD	123,623 s.f.	164,831 s.f.					283,140 s.f.***
Area A * Each individual lot	.30	.40	25'	8'	5'	28'	.82/lot
Area B *	15,000 s.f.	28,000 s.f.	12' from perimeter property line or Area boundary		28 ³⁵	54,000 s.f.	
Area C *	11,000 s.f.	60,000 s.f.	12' from perimeter property line or Area boundary		48'	160,000s.f.	
Area D *	100,000 s.f.	50,000 s.f.	5' from perimeter property line or Area boundary		28'	15,140 s.f.	

Exceptions: street/side/rear yard projections, including cornices, canopies, eaves, decks, porches, bay windows, chimneys, patios, and similar architectural features may encroach into any setback not more than 5'.

* Notwithstanding the specific physical development standards identified within each area, the limitations within each Area is permitted to shift to another Area of the HHPUD as long as the limitations within the overall PUD are not exceeded

**Setbacks within Areas B, C and D shall be the horizontal distance, as measured from a physical development to an HHPUD perimeter property line for side and rear setbacks and the horizontal distance, as measured from a physical development to either a HHPUD perimeter property line or a road right-of-way, roadway or vehicular access easement.

*** The overall PUD Floor Area total is based on a total parcel area of 10 Acres at the time of PUD approval by Town Council. The total Floor Area represents .65 FAR using 10 acres of site area.

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2.1.B. Maximum Scale of Development

Individual Building (max gross FA):

Area A:	8,000 s.f.
Area B:	No limitation
Area C:	No limitation
Area D:	8,000 s.f.

2.1.C. Building Design

All Building Materials:

External surfaces shall be non-reflective. Colors shall blend into terrain using muted colors and earthy hues. Use of a variety of materials, colors, and architectural styles to address the bulk, scale and intensity of the proposed multi-family structures in Area C is encouraged.

The HHPUD is subject to certain Hidden Hollow Design Guidelines which may be amended from time to time by the Developer. Approval of building designs by the Hidden Hollow Home Owners Association is required prior to building permit submittal to The Town of Jackson.

2.1.D. Site Development

Site Development Setbacks (min)

Side/rear Yard:	½ building setback
Front Yard:	½ building setback

Exemptions:

Driveways providing access across street yard, and shared parking and driveways and all pathways within the HH UR-PUD.

2.1.E. Landscaping:

Plant Units (min)

Total – Overall PUD using a value based approach	176 (will be addressed
Area A:	1.5 per DU
Area B:	1.0 per DU
Area C:	7 Plant Units
Area D:	132 Plant Units

2.1.F. Fencing:

Height (max)

In Street Yard:	4'
In Side or Rear Yard:	6'

Setback:

Front lot line/R.O.W./Sidewalk	1'
Side or Rear lot line	0'

2.1.G. Environmental Standards:

Natural Resource Setback (min)	Sec. 5.1.1.
Wetland:	30'
Irrigation Ditch Setback (min)	7.7.4.D.
Irrigation Ditch	15'

Natural Resource Overlay (NRO) Standards LDR Sec. 5.2.1

The PUD is not within the NRO and no NRO standards apply

2.1.H. Scenic Standards:

Exterior Lighting:	LDR Sec. 5.3.1
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Light trespass prohibited

All lights over 600 initial lumens shall be fully shielded

Lumens per sf of site development (max)	3
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Lumens per site (max)

All fixtures	100,000
Unshielded fixtures	5,500

Light Color $\leq 3,000$ Kelvin

Scenic Resource Overlay (SRO) Standards LDR Sec. 5.3.2

The PUD is not within the SRO and no SRO Standards apply

2.1.I. Natural Hazards to Avoid:

Steep Slopes	LDR Sec. 5.4.1
Development Prohibited:	Slopes >30%
Areas of Unstable Soils:	LDR Sec. 5.4.2
Fault Areas:	LDR Sec. 5.4.3

Floodplains:	LDR Sec. 5.4.4
Wildland Urban Interface	LDR Sec. 5.4.5

2.1.J. Signs:

Allowable Signage	LDR Div. 5.6
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No limitation. Subject to Development Plan approval

2.1.K. Grading, Erosion Control, Stormwater:

Grading	LDR Sec. 5.7.2
Erosion control	LDR Sec. 5.7.3

Erosion shall be controlled at all times

Stormwater Management	LDR Sec. 5.7.4
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No increase in peak flow rate or velocity across property lines.

2.1.L. Required Physical Development Permits

The following identifies the required physical development permits for development within PUD:

	Physical Development	Sketch Plan	Development Plan	Dev. Option Plan	Building Permit	DRC Review	Sign permit	Grading permit
Overall PUD	Approved	N/A	N/A	N/A	N/A	X	N/A	
Area A – All Allowed Physical Development				X			X	
Area B – All Allowed Physical Development		X		X			X	
Area C – All Allowed Physical Development		X		X			X	
Area D – All Allowed Physical Development				Per Building Code		X	X	

2.2. Use Standards

Standards applicable to uses within the HHPUD are provided or referenced below. Allowed uses are listed in Master Plan Subsection 2.2.A. and in some cases include specific allowances based on individual Areas within the HHPUD. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to Section 6.1.2.D of the LDRs.

2.2.A. Allowed Uses		2.2.B. Use Requirements			
Use	Permit	BSA (min)	Density (max)	Parking (min)	Employee Housing Floor Area/1,000 s.f. (min)
Open Space					
Agriculture	Y	0 ac.	n/a	n/a	Exempt
Residential					
Detached Single Family – Area A Only	Y	0 s.f.	1 unit per lot	2/DU	n/a
Attached Single Family – Area B Only	Y	0 s.f.	n/a	2/DU	n/a
Apartment – Area C Only	Y	0 s.f.	n/a	1/1br. Unit 2/2&3br. Unit	n/a
Condominium Units – Area C Only	Y	0 s.f.	n/a	1/1br. Unit 2/2&3br. Unit	n/a
Dormitory – Area C Only	C	0 s.f.	n/a	1/1br. Unit	n/a
Group Home – Area C Only	C	0 s.f.	n/a	Independent Calc.	n/a
Commercial					
Local Convenience Commercial – Area C and D Only	B	0 s.f.	n/a	n/a	156 s.f.
Institutional					
Assembly – Area D Only	C	n/a	n/a	Independent calc.	Exempt
Daycare/Education – Area C Only	C	0 s.f.	n/a	Independent calc.	Exempt
Transportation/Infrastructure					
Maintenance Facilities	Y	0.s.f.	n/a	n/a	Exempt
Accessory Uses					
Home Occupation	B	0 s.f.	n/a	n/a	Exempt
Home Business – Area A and B Only	C	0 s.f.	n/a	1/ employee	Exempt
Family Home Daycare Area A and B Only	B	0 s.f.	n/a	1/employee	Exempt
	C	0 s.f.	n/a	Independent calc.	Exempt
Temporary Uses					
Real Estate Sales Office	Y	0 s.f.	n/a	3.3/1,000 s.f.	Exempt
Temporary Shelter	B	0 s.f.	1/ valid bld. Permit	2/DU	Exempt
Temporary Gravel Extraction and Processing	B	0 s.f.	n/a	1/employee	Exempt

Y = Allowed Use, no use permit required, B= Basic Use Permit (LDR Sec. 8.4.1), C= Conditional Use Permit (LDR Section 8.4.2)

2.2.C. Maximum Scale of Use

Individual Use (floor area) (max)	2,000 sf
Local Convenience Commercial excluding basement storage	
2.2.D. Operational Standards	LDR Div. 6.4
Outdoor Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec 6.4.2.)
Trash and recycling enclosures required	Area C and D
Noise	(Sec. 6.4.3.)
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

2.3. Development Options

Standards applicable to development options and subdivision in the overall HHPUD are provided or referenced below.

2.3.A. Allowed Subdivision Development Options

Option	BSA	Lot Size (min)	Density (Max)	OSR (Min)	LSR (min)	FAR (max)	Lot Coverage (max)	Option Standards
Land Division	n/a	4,000 s,f,	n/a	n/a		Determined by Physical Development		Sec 7.2.3.
Condominium/ Townhouse/ Apartment	n/a	n/a	n/a	n/a		Determined by Physical Development		Sec 7.2.4.

2.3.B. Required Subdivision and Development Option Permits

Option	Sketch Plan (8.3.1)	Development Plan (8.3.2)	Development Option Plan (8.5.2)	Subdivision Plat (8.5.3)
Any subdivision				
Area A – All Allowed Uses				X
Area B – All Allowed Uses				X
Area C – All Allowed Uses		X	X	X
Area D – All Allowed Uses			X	X

2.3.C. Affordable and Workforce Housing Standards:

Minimum Sizes and Persons Housed per Unit Standards Applicable to Both Affordable and Workforce Housing Units.

The minimum unit sizes and persons housed per affordable and workforce housing unit within the HHPUD are shown below. All units will comply with or exceed all other applicable minimum standards of the Town of Jackson building codes and other development codes adopted by the Town of Jackson.

Square Footage Requirements for Affordable Housing Ownership Units and Persons Housed:

Housing Unit Type	Min Sq.Ft (20% reduction is permitted)	Max Sq.Ft.	Persons Housed
Studio/Dormitory	320 sf /400 sf	600 sf	1.25
One Bedroom	480 sf/600 sf	800 sf	1.75
Two Bedroom	680 sf/850 sf	1,100 sf	2.25
Three Bedroom	960 sf/1,200 sf	1,500 sf	3.75
Each Add'l Bedroom	120 sf/150 sf	250 sf	1

Notes:

1. These square footage requirements are for Habitable Floor Area – Affordable Housing Units, or interior living area (as defined in the Housing Department's Guidelines). In addition to the square footage requirements listed in the above chart, the developer shall also provide:

- At least ten (10) square feet of enclosed habitable or non-habitable storage space per bedroom.
- Access to outdoor space, such as a deck, patio, or common green space within the development. The square footage of the outdoor space shall be at least two percent of the size of the unit.

2. Minimum square footage is the actual minimum square footage allowed to be constructed or otherwise provided under the provisions of the LDRs. Maximum square footage is the maximum amount of square footage which may be credited against the required square footage for a given unit type, regardless of the actual size of the unit provided. The applicant may incorporate reduced square footages for any affordable housing units and/or workforce housing units up to 20% (the lower number shown above in the chart), at the applicant's sole discretion, because the project will meet the following requirements:

- Above average natural light (more light than minimum borrowed light requirements) – exterior windows in every living space and bedroom;
- Layout with maximized living space – no more than 15 percent of the living space can be stairways and hallways;
- Location within the project – 100 percent above grade.

Free Market Condominium Units within Area C, Townhome Units within Area B and Single family Units within Area A, all may be used for Employee Housing Mitigation.

If an end-user purchases a free market condominium unit within Area C, a Townhome units within Area B and /or a single family units within Area A, the end-user may apply to the Town of Jackson or Teton County, as applicable, for a determination regarding whether such market unit(s) may be utilized for employee housing mitigation. Whether such market units may be approved for employee housing mitigation is ultimately at the discretion of the Town of Jackson and Teton County, as applicable, and if approved an employee housing deed restriction will be utilized for such unit. Market units shall only be considered for approval by the Town of Jackson for employee housing mitigation for an initial period of 15 years from the issuance of the first certificate of occupancy for the HHPUD unless the Town of Jackson extends such time period in its discretion.

2.3.C.1. Residential Affordable Housing Standards

Calculation of Affordable Housing Standards for Residential Development in the HHPUD.

The total amount of affordable housing required to be provided within the HHPUD shall be no more than twenty percent (20%) of the total projected population of the HHPUD within condominium units, townhome units and single-family units. Apartment units within Area C that meet the requirements of Subsection 7.4.2.D.13 of the Town of Jackson Land Development regulations shall be exempt from these affordable housing mitigation standards. The following is the calculation that shall be used to determine the total amount of required affordable housing provided within the HHPUD.

Projected Population x .20 = Number of persons housed in Affordable Housing Units in the HHPUD.

The following table shall be used to determine the total Projected Population and the number of persons housed in affordable housing units:

Unit Type	Number of Persons Housed Per Unit	
		Persons Housed Per Unit
Studio		1.25
One Bedroom		1.75
Two Bedroom		2.25
Three Bedroom		3.00
Four Bedroom		3.75
Five Bedroom		4.50
Each Additional Bedroom		0.50
Dormitory	1.00 per 150 s.f. of net habitable area	

Method for Providing Affordable Housing.

Production of New Units.

The Developer shall develop, or ensure the development of, required affordable housing ownership and/or rental units as part of the development. All affordable housing ownership and/or rental units will be provided on-site, and it shall be the Developer's responsibility to provide affordable housing in accordance with the Housing Mitigation Plan to be prepared by the Developer or its assigns and submitted with each Development Plan or Development Option Plan application. Although the Developer will be responsible for ensuring that all affordable units described herein are developed, some of the actual construction and ultimate ownership of the units may be assumed by third parties. In that regard, if the Developer transfers any unimproved land in the HHPUD to a third party, the housing requirement related to the development of that portion of the HHPUD shall remain the responsibility of the Developer unless the housing requirement is expressly assigned to and assumed by such third party.

Timing for Providing Affordable Housing.

As the free market portion of the project will be developed in phases in accordance with the Phasing Plan set forth in Section 1.3.B.3 of this Master Plan, the affordable housing required by this Master Plan will also be developed in phases in accordance with such Phasing Plan. As indicated in the Phasing Plan, the Developer will complete all affordable housing units required by this Master Plan in Phase Two of the project.

Sales and Occupancy Standards.

All required income-based deed restricted ownership and/or rental units will be allocated across Categories I, II, & III (as published annually by the Jackson/Teton County Housing Department) (the "Housing Department") as follows:

- a) Category 1. No less than 1/3 of the persons required to be housed shall be provided with housing units affordable to low income households, unless a different proportion is recommended by the Housing Department and approved by the Jackson Town Council.
- b). Category 2. No less than 1/3 of the persons to be housed shall be provided with housing units affordable to moderate income households, unless a different proportion is recommended by the Housing Department and approved by the Jackson Town Council.
- c). Category 3. No more than 1/3 of the persons required to be housed shall be provided with housing units affordable to middle income households, unless a different proportion is recommended by the Housing Department and approved by the Jackson Town Council.

The Developer's proposed mix of unit types (i.e. one bedroom, two bedroom, three bedroom) that will together meet the requirements of providing the required affordable housing units shall be included in the Housing Mitigation Plan to be prepared by the Developer or its assigns and submitted with each Development Plan or Development Option Plan application.

Maximum Sales Price Formula for Affordable Housing Ownership Units and Maximum Rental rates for Affordable Housing Rental Units.

The maximum sales price formula described in Attachment 4 to this Master Plan shall be used to establish the Maximum Sales Prices for the initial sales of affordable housing units in the HHPUD. The maximum rental rates formula described in Attachment 4 to this Master Plan shall be used to establish the Maximum Rental rates for the affordable housing rental units in the HHPUD. If at any time in the future the Housing Department's guidelines or the Town of Jackson Land Development Regulations are amended and the methodology described below is modified as a result, the Developer may elect to amend Attachment 4 to this Master Plan, the standards set forth in this Master Plan, and/or the Housing Mitigation Plan approved in connection with a Development Plan or a Development Option Plan for the purpose of aligning the methodology described below with the Housing Department's amended guidelines. As provided in Section 1.5.B.2 above, all such amendments will be processed by the Town of Jackson as a minor amendment. Furthermore, the MFI will adjust each year as such amounts are posted annually by the U.S. Department of Housing and Urban Development ("HUD"). When the MFI is adjusted in any given year, the sales price amounts for secondary sales affordable housing ownership units within the HHPUD and the maximum rental rates for affordable housing rental units within the HHPUD will be adjusted to incorporate the new MFI amounts for such year.

Initial Sales of Affordable Housing Ownership Units; Role of Housing Department; Annual reporting for Rental Units.

The initial sales of the affordable housing ownership units (not the workforce housing units or affordable housing rental units) will be marketed and facilitated by the Housing Department. The initial sales of all affordable housing ownership units will not be subject to a Housing Department facilitation fee.

Commented [BS3]: Need to address that some rental may be "affordable"

ILSA Requirements.

The Housing Department shall be obligated to utilize all Interstate Land Sales Act exemption provisions required by the Developer, in the Developer's sole discretion, in all purchase contracts for the initial sales of all affordable housing ownership units. Additionally, the Housing Department shall cooperate and comply with all marketing requirements required by the Developer to comply with each of the applicable ILSA exemption requirements.

Deed Restriction for Affordable Housing Units.

As of the approval of this Master Plan, the form deed restrictions for affordable housing (i.e. income based ownership and rental units is-are in the process of being updated. Solely for the purpose of establishing a baseline deed restriction for the HHPUD's affordable housing ownership units, a template deed restriction is attached hereto as Attachment 5. In connection with the approval of the final development plan for such units, the template deed restrictions for the ownership and rental units may be updated and finalized at the direction of the Housing Department to reflect the Housing Department's then current guidelines.

2.3.C.2. HHPUD Workforce Housing Standards

General.

The HHPUD is permitted to have a structure height of forty eight feet (48') for the five (5) multi-family unit buildings within Area C.

The following Standards shall apply to HHPUD for all buildings that incorporate a structure height of 48 feet:

1. The amount of additional floor area achieved through this increase in structure height is dedicated to deed restricted workforce housing.
2. The additional floor area achieved through the increase in structure height shall be exempt from the calculation of affordable housing required by Division 7.4 but shall not be used to meet the affordable housing requirement of the HHPUD.

Timing and Location for Providing Workforce Housing Units.

The workforce housing units will be provided within the multi-family unit buildings in Area C. All required workforce housing units are permitted to be located on the first and second floors of the multi-family unit buildings located within Area C, but the Developer may incorporate such units within the third floor of certain buildings at its sole discretion. The number, size and unit type of workforce housing units within each of the five (5) multi-family unit buildings in Area C will be finally determined at the time of approval of each Development Plan for development within Area C. The amount of floor area dedicated to workforce housing provided in any one building in Area C shall be equal to or greater than the amount of additional floor area achieved through the increase in height permitted for that building. This notwithstanding, should the Developer exceed, in any one building, the amount of floor area required to be dedicated to workforce housing in such building, then the amount of floor area required to be dedicated to workforce housing in subsequently constructed buildings shall be reduced by an amount of floor area commensurate to the amount of excess floor area previously provided.

As the free market portion of the project will be developed in phases in accordance with the Phasing Plan set forth in Section 1.3.B of this Master Plan, the workforce housing required will also be developed in phases in accordance with such Phasing Plan.

Sales and Occupancy Standards; Role of Housing Department.

The Developer will market and facilitate the initial sales of all workforce housing units. The Housing Department will be responsible for confirming the qualification of purchasers or occupants of the workforce housing units. The selection of purchaser or occupants and the sales of the workforce units will be administered by the Developer and utilizing the Developer's form purchase and sale agreement, provided that the applicant shall afford the Housing Department a reasonable opportunity to review and comment on the form purchase and sale agreement to ensure compliance with the Housing Department's guidelines. The initial sales of all workforce units will not be subject to a Housing Department facilitation fee. The Developer will either sell the workforce housing units to end-users as owner-occupied workforce housing units or rental workforce housing units. The Developer will provide a proposed mix of owner-occupied and rental workforce housing units at the time of Development Plan or Development Plan application for review and approval by Town Council.

The workforce housing deed-restricted units will not be subject to a sales price restriction and the purchasers will not be subject to income and asset limits. The ownership workforce housing units may be owner-occupied. The deed restriction for the ownership workforce housing units will include an appreciation cap of 2.5% per year of ownership compounded annually. The rental workforce housing units may not be owner-occupied. The deed restriction for the rental workforce housing units will include a rental appreciation cap of 2% per year compounded annually and will require that the lease terms must be for at least 3 months and for no longer than 3 years.

The deed restrictions for all workforce housing units will require that at least one occupant of the unit maintain an average of 30 hours per week employment on an annual basis, or a minimum of 1,560 hours per year, from a local business. Further, the entire household must earn 75% of the entire household's income from a local business. A "local business" shall mean a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson or one that can provide other verification of business status in Teton County, Wyoming. No occupant of a workforce housing unit may own or have an interest in (whether direct, indirect or beneficial) any other real estate (residential, commercial or otherwise) in Teton County, Wyoming. The intention of the foregoing standard is to ensure that the unit is household's primary residence and in that regard each occupant of the unit must physically reside in the unit at least ten months out of each year.

ILSA Requirements.

The Housing Department shall be obligated to utilize all Interstate Land Sales Act exemption provisions required by the Developer, in the Developer's sole discretion, in all purchase contracts for the initial sales of all workforce housing units. Additionally, the Housing Department shall cooperate and comply with all marketing requirements required by the Developer to comply with each of the applicable ILSA exemption requirements.

Deed Restrictions for Workforce Housing Units.

As of the approval of this Master Plan, the form deed restriction for the workforce housing ownership units and the deed restriction for the workforce housing rental units are in the process of being updated. Solely for the purpose of establishing a baseline deed restriction for the HHPUD's workforce housing units, a template deed restriction for the workforce housing ownership units is attached hereto as Attachment 6, and a template deed restriction for the workforce housing rental units is attached hereto as Attachment 7. Such templates reflect the general standards set

forth herein. In connection with the approval of the final development plan for such units, the template deed restrictions may be updated and finalized at the direction of the Housing Department to reflect the Housing Department's then current guidelines. However, the final deed restrictions may not contain terms that conflict with the general standards set forth herein unless otherwise agreed to by the Developer.

2.3.D. Infrastructure Requirements and Standards

2.3.D.1. Transportation Plan

There is no specific transportation plan for the HHPUD. The extension of Mercill Avenue east from N. Cache Street to the point of intersection with a future extension of N. King Street shall be improved by the Developer and dedicated to the Town of Jackson. All other road and pathway infrastructure shall remain private. Standards for private transportation infrastructure within the HHPUD shall comply with the standards of the LDRs or otherwise comply with approved grading permits approving said transportation infrastructure.

2.3.D.2. Stormwater Management Plan

All stormwater shall be handled and accommodated in accordance with Section 5.7.4 of the LDRs.

2.3.D.3. Water and Sewer Management Plans

The Developer will provide, at their sole cost and expense, water and sewer utilities within the boundaries of the HHPUD. These utilities will be completed in accordance with Town of Jackson Construction Standards. At time of water and sewer utility completion and final installation, the Town will inspect all Water and Sewer utilities and assume ownership of said utilities pursuant to the HHPUD Development Agreement.

Attachment 1
Legal Description of HHPUD Boundary

A PARCEL OF LAND, lying within the NW1/4 SW1/4 of Section 27, Township 41 North, Range 116 West, 6th P.M., being those lands conveyed by that Quitclaim Deed of record in Book 910 of Photo, pages 186-191 in the Office of County Clerk for Teton County, Wyoming, and being more particularly described as follows:

BEGINNING at the southeast corner of said lands, monumented by a 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 1985 RLS 164";

thence on the south boundary of said lands, N89°23'53"W, being the Basis of Bearing for this description, 600.27 feet, more or less, to a 3-1/4" diameter brass cap inscribed "1967 RLS 164";

thence continuing on said south boundary, N89°26'38"W, 550.45 feet to a southwest corner of said lands, which is monumented by a 3" diameter brass cap inscribed "PE&LS 578";

thence departing said south boundary and proceeding on a west boundary of said lands, N00°19'22"E, 40.00 feet, more or less, to an unmonumented corner;

thence departing said west boundary and proceeding on the south boundary of that parcel described in that Warranty Deed of record in Book 3 of Deeds, page 248 in said Office, S89°26'38"E, 550.31 feet, more or less, to a corner on the east boundary of said parcel, monumented by a 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049";

thence on said east boundary N00°20'24"E, 537.39 feet, to a 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049";

thence N89°39'38"W, 241.29 feet, to a 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049";

thence N00°21'12"E, 203.28 feet, to the southerly boundary of the USA Fish & Wildlife Service National Elk Refuge and the unmonumented Northwest Corner of this parcel, from whence an iron pipe with 3" diameter brass cap inscribed "PE&LS 578, WC" and other appropriate markings for witness corner lies S88°57'20"E, a distance of 1.00 feet;

thence on said southerly boundary S88°57'20"E, 581.61 feet, to the Northeast Corner of this parcel monumented by a 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 1985 RLS 164";

thence departing said southerly boundary and proceeding on the westerly boundary of said National Elk Refuge S18°11'01"E, 818.68 feet to the **POINT OF BEGINNING**.

The above-described parcel contains an area of 10.00 acres, more or less;

JORGENSEN ASSOCIATES, P.C.
Prepared December 22, 2016

Attachment 2
Physical Development Standards Tracking Worksheet Template

To ensure that all future development within the Hidden Hollow PUD will comply with the Master Plan, this physical development tracking worksheet shall be submitted with each building permit application submitted to the Town of Jackson subsequent to the approval of the Final Development Plan. Physical development standards that will be revised with each building permit will include Landscape Surface Ratio (LSR), Lot Coverage, and Floor Area Ratio (FAR).

1. The applicant shall submit this physical development tracking worksheet with each building permit application.
2. The applicant shall ensure that each physical development tracking worksheet has a revision number that is sequential based on the previous plan submitted.
3. If the building permit does not reflect changes to a particular Area in the Hidden Hollow PUD, the applicant shall write n/a in "Addition this Building Permit" column fields for that Area.
4. All other columns shall be completed by the applicant based on previous revisions to the tracking worksheet.
5. Overall PUD calculations shall be completed by the applicant for each revision.
6. Town of Jackson Planning Department Staff shall approve this physical development tracking worksheet as part of the Building Permit Approval process.

Building Permit #:	Total Permitted (SF)	Prior Expended (Previous Building Permits)	Addition this Building Permit	Total Expended to date (incl. this Building permit)	% of Total Permitted
Revision #:					
Date:					
Area A					
LSR (Min)	20,000				
Lot Coverage (Max)	25,000				
Floor Area (Max)	54,000				
Area B					
LSR (Min)	15,000				
Lot Coverage (Max)	28,000				
Floor Area (Max)	54,000				
Area C					
LSR (Min)	11,000				
Lot Coverage (Max)	60,000				
Floor Area Ratio (Max)	160,000				
Area D					
LSR (Min)	100,000				
Lot Coverage (Max)	51,831				
Floor Area Ratio (Max)	15,140				
Overall PUD					
LSR (Min)	123,629				
Lot Coverage (Max)	164,831				
Floor Area Ratio (Max)	283,140				

Attachment 3
Housing Mitigation Tracking Worksheet Template

To ensure that all future affordable and workforce housing within the Hidden Hollow PUD will comply with the Master Plan, this mitigation tracking worksheet shall be included with each Housing Mitigation Plan submitted to the Town of Jackson.

1. The applicant shall submit this Housing Mitigation Tracking Worksheet with each Development Plan application and ensure it has a building permit number, revision number, date, and phase that is sequential based on the previous worksheet submitted.
2. For Affordable Housing Mitigation, the applicant shall:
 - indicate "Total population of the PUD," "Total Mitigation Required," "Population this Phase," "Mitigation Required this Phase"
 - Calculate up the "Total People Mitigated This Phase" and ensure is equal to "Mitigation Required this Phase"
 - Calculate "Total Mitigation remaining"
3. For Workforce Housing the applicant shall:
 - Indicate the "Total Multi-Family Building(s) and Floor Area Proposed this Phase" (ex. 1 building /36,000 sf)
 - Indicate the Total Floor Area granted by PUD ToJ Height LDR or Top Floor This Phase (ex. 9,000 sf)
 - Indicate the number of units and total floor area for each unit type, bedroom size (ex. 3 / 2500 sf)
 - Calculate the "Total SF Proposed to Mitigate for PUD-ToJ Height" and ensure it is equal to "Total Floor Area granted by PUD ToJ Height LDR or Top Floor This Phase"
4. If the building permit does not reflect changes to a particular type of housing in the Hidden Hollow PUD, the applicant shall write n/a in "units" column fields for that Area.
5. All other columns shall be completed by the applicant based on previous revisions to the worksheet.
6. The Town of Jackson planning department shall approve this housing mitigation tracking worksheet.

[See template on next page]

Building Permit #:				Date:								
Revision #:				Phase:								
Required Affordable Housing Mitigation												
Current Total Population of PUD			Population this phase									
Total Mitigation required			Mitigation Required This Phase									
Total Mitigation required												
Affordable Housing Mitigation Proposed This Phase												
	Units	1 Bed	2 Bed	3 bed	Sub Total Persons Housed							
Category 1												
Category 2												
Category 3												
Total People Mitigated This Phase												
Excess Persons Housed This Revision												
Workforce Housing to Mitigation for PUD ToJ Height												
Total Multi-Family Building(s) and Floor Area Proposed This Phase*												
Total Floor Area granted by PUD ToJ Height LDR or Top Floor This Phase												
Type	1 Bed (Units / Total SF)	2 Bed (Units / Total SF)	3 bed (Units / Total SF)	Sub Total SF	%							
Rental												
Ownership												
Total SF Proposed to Mitigate for PUD-ToJ Height												

*Not including Floor Area dedicated as Common Space

Attachment 4

Examples of Maximum Sales Price Calculations for Affordable Housing Ownership Units and Maximum Rental Rate Calculations for Affordable Housing Rental Units.

Example of Maximum Sales Price Calculation

A. **Median Family Income.** Each year, HUD releases Median Family Income ("MFI") figures for Teton County, Wyoming, and the Housing Department uses this data to determine Household Incomes for the affordable housing units based on Household Size.

B. **Household Size.** The Household Size for determining Maximum Sales Price is based on number of bedrooms in the affordable housing unit as set forth below: a one bedroom unit would equal a one person household, a two bedroom unit would equal a two person household and a three bedroom unit would equal a three person household.

C. **Income Category.** The maximum Household Income for the Category assigned to the affordable housing unit shall be calculated as follows utilizing the Median Family Income published by HUD each year:

Category 1 – 80% of the MFI [Less 10% pursuant to H. below]

Category 2 – 100% of the MFI [Less 10% pursuant to H. below]

Category 3 – 120% of the MFI [Less 10% pursuant to H. below]

The Median Family Incomes for 2016 as published by HUD are as follows:

Income Limit	1 person	2 person	3 person	4 person
FY2016	60,060	68,640	77,220	85,800

Commented [BS4]: Should we not update this to 2018

D. Affordable Housing Rental Units Maximum Rental Amount Calculation:

Category 1 Units – 80% of Fair Market Rents from HUD for such year for applicable unit bedrooms

Category 2 Units – 100% of Fair Market Rents from HUD for such year for applicable unit bedrooms

Category 3 Units – 120% of Fair Market Rents from HUD for such year for applicable unit bedrooms

E. Affordable Housing Ownership Units Maximum Sales Price Calculation:

(i) **Interest Rate.** An interest rate of 7.5% shall be used to determine the Maximum Sales Price, based on the 8% average interest rate over the last twenty (20) years.

Commented [BS5]: Per bedroom in the dorm?

Final Fiscal Year 2018 Fair Market Rents by Unit Bedrooms					
Year	Studio	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
Fiscal Year 2018	\$846	\$1,038	\$1,192	\$1,610	\$2,099

Note: The above Fair Market rents include utilities. Dorm rooms are 75% of studio

Commented [BS5]: Per bedroom in the dorm?

(ii) Down Payment. The Maximum Sales Price shall be calculated assuming a 5% down payment.

(iii) Percentage of Income. The national standard for household affordability is that a household does not pay more than 30% of its gross income toward housing costs. Therefore, monthly payments cannot exceed 30% of the Median Family Income for each Category.

(iv) G. Reduction for Household Expenses. Because housing costs include more than the mortgage payment, the percentage of income that can be spent on monthly payments will be reduced from 30% to 25% to account for HOA fees, property taxes and insurance.

(v) Ten Percent Reduction. To ensure that households in the lower range of the income in any given category are still able to afford a home, the middle of the income range is used. The middle of the income range is calculated by subtracting half of the percentage increase from the income limit for each category, which is effectively 10% for Category I, Category II and Category III.

The formula does not include an additional 10% reduction for a lack of an individual garage because each unit will have covered and designated parking and the designation of a storage unit. This is consistent with policy implemented on other projects.

Commented [BS5]: Indent: First line: 0.19"

E. Down Payment. The Maximum Sales Price shall be calculated assuming a 5% down payment.

F. Percentage of Income. The national standard for household affordability is that a household does not pay more than 30% of its gross income toward housing costs. Therefore, monthly payments cannot exceed 30% of the Median Family Income for each Category.

G. Reduction for Household Expenses. Because housing costs include more than the mortgage payment, the percentage of income that can be spent on monthly payments will be reduced from 30% to 25% to account for HOA fees, property taxes and insurance.

H. Ten Percent Reduction. To ensure that households in the lower range of the income in any given category are still able to afford a home, the middle of the income range is used. The middle of the income range is calculated by subtracting half of the percentage increase from the income limit for each category, which is effectively 10% for Category I, Category II and Category III.

The formula does not include an additional 10% reduction for a lack of an individual garage because each unit will have covered and designated parking and the designation of a storage unit. This is consistent with policy implemented on other projects.

Examples of Maximum Sales Price Calculations for 2 Bedroom Units utilizing the foregoing and parameters with 2016 MFI:

Assumptions for determining affordability for households in each category's income range:

- Using the MFI established by HUD each year, less ~~ten percent~~ (10%) to account for range of incomes
- 2-bedroom unit equals 2-person household
- 5% down payment
- 30% of income towards housing costs (includes principal and interest)
- 5% of such 30% is for taxes, insurance and HOA dues
- 7.5% interest (20 year average to ensure affordability over time)

Category 1 – 80% of Median Income for Teton County – Maximum amount for 2 person household to qualify = $\$54,912 \cdot 10\% = \$49,420.80$

$\$49,420.80 \times 25\% = \$12,355.20$

$\$12,355.20 / 12 \text{ months} = \$1,029.60$ (monthly payment that is affordable to a 2 person family earning Category 1 income)

A home selling for \$155,001.00 with a 5% down payment at 7.5% interest has a mortgage payment of \$1,029.60 not including taxes, insurance, and HOA dues.

Category 2 – 100% of Median Income for Teton County – Maximum amount for 2 person household to qualify = $\$68,640 \cdot 10\% = \$61,776.00$

$\$61,776.00 \times 25\% = \$15,444.00$

$\$15,444 / 12 \text{ months} = \$1,287.00$ (monthly payment that is affordable to a 2 person family earning Category 2 income)

A home selling for \$193,751.25 with a 5% down payment at 7.5% interest has a mortgage payment of \$1,287/month not including taxes, insurance, and HOA dues.

Category 3 – 120% of Median Income for Teton County – Maximum amount for 2 person household to qualify = $\$82,368 \cdot 10\% = \$74,131.20$

$\$74,131.20 \times 25\% = \$18,532.80$

$\$18,532.80 / 12 \text{ months} = \$1,544.40$ (monthly payment that is affordable to a 2 person family earning Category 3 income)

A home selling for \$232,501.50 with a 5% down payment at 7.5% interest has a mortgage payment of \$1,544.40/month not including taxes, insurance, and HOA dues.

Hidden Hollow Affordable Housing Maximum Sales Prices			
	Category I	Category II	Category III
1 Bedroom	\$133,518	\$166,898	\$200,274

2 Bedroom	\$155,001	\$193,751	\$232,502
3 Bedroom	\$171,666	\$214,583	\$257,498

*This chart reflects 2016 income calculations and current Housing Department guidelines and is therefore subject to change in years beyond 2016.

Attachment 5

Affordable Housing Ownership Deed Restriction Template and Affordable Housing Rental Deed Restriction Template

Attachment 6
Workforce Housing (Owner) Deed Restriction Template

Attachment 7
Workforce Housing (Rental) Deed Restriction Template

Rental Housing Mitigation 6/25/18

Description	Phases of Vertical Construction						Total Units and People	
	Phase 1b		Phase 2		Building 4/5			
	Units	People	Units	People	Building 2/3	Building 1		
Multi-family Income Based Mitigation Provided	2	3.5		0	n/a		Units People	
	4	9		0				
	2	6		0				
	8	18.5	0	0				
	Subtotal						8 18.5	
Multi-family Market Units	Units	People	Units	People	Units	People	Units People	
1 Bedroom _(1.75 people)	7	12.25	8	14	6	10.5	21 36.75	
2 Bedroom _(2.25 people)	16	36	21	47.25	9	20.25	46 103.5	
3 Bedroom _(3 people)	6	18	8	24	4	12	18 54	
Subtotal	29	66.25	37	85.25	19	42.75	85 194.25	
Multi-family Workforce	Units	People	Units	People	Units	People	Units People	
1 Bedroom _(1.75 people)	4	7	4	7	2	3.5	10 17.5	
2 Bedroom _(2.25 people)	10	22.5	10	22.5	5	11.25	25 56.25	
3 Bedroom _(3 people)	4	12	4	12	2	6	10 30	
Subtotal	18	41.5	18	41.5	9	20.75	45 103.75	
Total Multifamily	55	126.25	55	126.75	28	63.5	138 316.5	
<i>Multifamily Exempt from Mitigation as per LDR Section 7.4.2.D.13 (Except Workforce Units)</i>						0		
					Subtotal	0		
Townhomes	Units	People	Units	People			Units People	
2 Bedroom _(2.25 people)	5	11.25	4	9			9 20.25	
3 Bedroom _(3 people)	3	9	8	24			11 33	
Total Townhome	8	20.25	12	33			20 53.25	
Mitigation Required (0.20)	-	4.05	-	6.6				
			Subtotal	10.65				
Single Family	Units	People					Units People	
3 Bedroom _(3 people)	13	39					13 39	
Total Single Family	13	39						
Mitigation Required (0.20)	0.2	7.8						
Grand Total Mitigation Required				18.45				
					Totals	171	408.75	

Phasing/Mitigation Summary	Units	People	Units	People	Units	People	Totals
SF/TH to be Mitigated	21	59.25	12	33.00			92.25
Mitigation Required (0.20)	-	11.85	-	6.60			18.45
Mitigation Provided	8	18.5	0	0			18.50
Surplus mitigation		6.65		0.05			



November 11, 2016

Kurt Stout, PE
Interim Floodplain Administrator
Teton County, Wyoming
PO Box 6677
Jackson, WY 83002

**RE: Hidden Hollow Hydraulic Study
Parcel #: 22-41-16-27-3-00-032**

Dear Mr. Stout:

On September 19, 2016, Conrad Bischoff, Inc. contracted with Harmony Design & Engineering to perform a hydraulic study of the Flat Creek reach immediately above the North Highway 89 bridge to determine 100-year (1-percent annual chance) base flood elevations in proximity to the Hidden Hollow UR-PUD development. The methods and results of this study are contained in this letter.

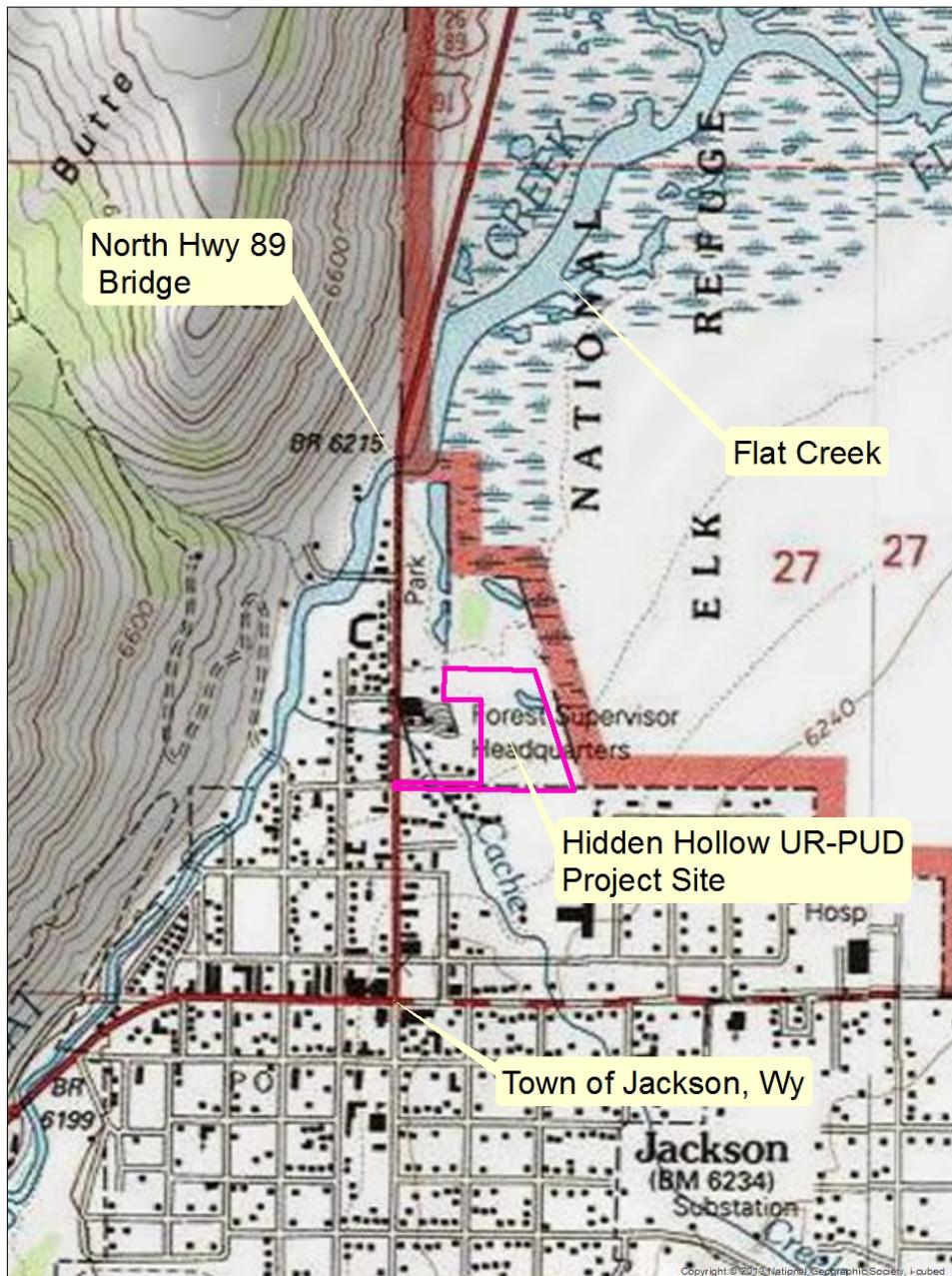
Purpose of Study

The Hidden Hollow UR-PUD development is a 168-unit housing development proposed to be built on parcel number 22-41-16-27-3-00-032 in the northern portion of the Town of Jackson, Wyoming. The development is located approximately 1300-feet south of Flat Creek where it passes under North Highway 89 (Figure 1). The northern portion of the site is located in Zone A of the current effective Flood Insurance Rate Map (Panel No. 56039C2907D). In accordance to the Teton County Floodplain Management Resolution, base flood elevations (BFEs) must be determined for all proposed buildings (Section 1420 and 1430.C).

Study Area

The proposed development is surrounded by the United States Forest Service offices to the west and the United States Fish & Wildlife National Elk Refuge property to the northeast. The parcel consists of approximately 9.5-acres of grassland, forest service housing units, and 0.31 acres of wetlands. Flat Creek is a tributary to the Snake River with its headwaters in the Gros Ventre mountain range east of Jackson. The Flat Creek drainage area is approximately 111 square miles (FEMA, 2015).

Hidden Hollow UR-PUD Project Site



HARMONY

DESIGN & ENGINEERING

18 N MAIN / P

Figure 1: Hidden Hollow UR-PUD vicinity map

Related Studies

The initial county wide flood insurance study (FIS 56039CV000C) was adopted on May 4, 1989 and included sections of Flat Creek through the town of Jackson, Wyoming. This initial study was subsequently revised in September of 2006, August of 2010, and September of 2016. Revisions to the Flat Creek hydraulic analysis were included in both the 2006 and 2010 revisions. The upper extent of the 2006 Flat Creek study is immediately downstream of the North Highway 89 bridge. No previous studies of Flat Creek upstream of the North Highway 89 bridge were found. An engineering data request was submitted to FEMA on August 10 and again on August 26, 2016, but hydraulic data for Flat Creek has not been received as of November 11, 2016. Therefore, this analysis utilizes the published water surface elevation (WSEL) at the most upstream end of Flat Creek (XS BH) and does not include effective downstream cross sections.

Methodology

The hydraulic model used for this flood study is the USACE Hydraulic Engineering Center River Analysis System, version 5.0.3 (HEC-RAS v5.0.3) in combination with the graphical user interface program, GeoHECRAS version 1.2.0.10916. A 1-dimensional, steady flow HEC-RAS model was developed for the 1-percent annual-chance-flood.

Discharges

The initial countywide FIS established peak discharge and frequency relationships using hydrologic analyses of 15 USGS Gaging Stations and Water Resources Council guidelines. Peak discharge, drainage area, and flood frequency relationships were established using regression analysis. No modifications to the hydrology was made for Flat Creek for subsequent FIS revisions. The 1-percent annual chance discharge for Flat Creek above its confluence with Cache Creek was determined to be 1210 cubic feet per second (cfs) and this flow was used in the Hidden Hollow study.

Topography & Survey Data

Topography, bathymetry, and hydraulic structure data were collected from two sources. Topographic data for the area was acquired from the 2015 Teton County LiDAR aerial survey by Aero Graphics, Inc. The survey data was collected between September 20 and September 25 using an Optech ALTM H300 LiDAR sensor and resulted in a LAS v1.3 classified point cloud. This data was then processed into a 3-foot bare-earth hydro-flattened DEM. The final DEM has a State Plane Wyoming West projection with vertical datum of NAVD 88 and horizontal datum of NAD 83 in U.S. survey foot units.

Bathymetry and hydraulic structure data was collected from a ground survey conducted by Jorgensen Associates, P.C. in October 2016. Bathymetry data consists of four channel cross sections consisting of 9 to 15 channel bottom survey points. The hydraulic structure data for the North Hwy 89 bridge consists of top and bottom cord points, pier geometry, elevations, and hydraulic width.

HEC-RAS Parameters

The HEC-RAS parameters used in the hydraulic model for Hidden Hollow are described here.

1. Boundary Conditions

The downstream boundary condition was set to a known WSEL at the upstream end of the current effective FIS study for Teton County. The downstream WSEL is set to 6217.3-feet (XS BH, NAVD88).

2. Cross Sections

As described above, cross section geometries were obtained from a combination of the LiDAR data and cross section field survey points. Cross sections were placed in line with the channel survey locations, and channel elevations were extracted directly from surveyed points. Cross section overbank ground points were obtained from the LiDAR topography. In some cases, intermediate, non-surveyed, cross sections were added, and the channel geometry obtained by interpolating between surveyed cross sections.

3. Hydraulic Structures

The bridge on North Highway 89 was field surveyed, and survey points, sketches, and photos were used to define the structure geometry used in the HEC-RAS model. The structure geometry includes top and bottom cord elevation, pier geometry, hydraulic width, abutments, and wing wall geometry.

4. Ineffective Area

Ineffective areas were used to represent areas where water is stored but not conveyed due to expansion and contraction of flow where extreme changes in channel geometry occur around the bridge. Ratios of 2:1 and 1:1 (longitudinal:transverse) were used for expanding and contracting areas downstream and upstream of the bridge, respectively.

5. Channel Roughness Values

Manning's "n" values for stream channels and floodplains were estimated based on survey photos, aerial photography, and the National Land Cover Database (NLCD 2011). Values were in line with those used in the FIS where the channel of Flat Creek has an "n" value between 0.035 to 0.06 and the overbanks are between 0.05 to 0.08.

6. Expansion and Contraction

Contraction and expansion coefficients were set to 0.1 and 0.3, respectively for each cross section. These were increased to 0.3 and 0.5 at the bridge structure's upstream and downstream face cross sections and at the approach section.

Results

The enclosed exhibit “Hidden Hollow Base Flood Elevation Exhibit” shows the location of the study cross sections and results of the floodplain delineation for the 1-percent annual chance flood event for approximately 1200 feet of Flat Creek from just downstream of the bridge on North Highway 89 to a point approximately 900 feet upstream of the bridge. Cross section 1267 crosses the project site near the east property line and has a BFE of 6217.48-feet based on the NAVD 88 vertical datum. Cross section 1147.36 crosses the project site near the west property line and also has a BFE of 6217.48-feet due backwater caused by the bridge. The proposed lowest floor (including basements) of each building should be set a minimum of 1-ft above the BFE in accordance with Teton County Floodplain Management Resolution (Section 1420.A).

Let me know if you have any questions regarding the content of this letter or the associated enclosures.

Sincerely,

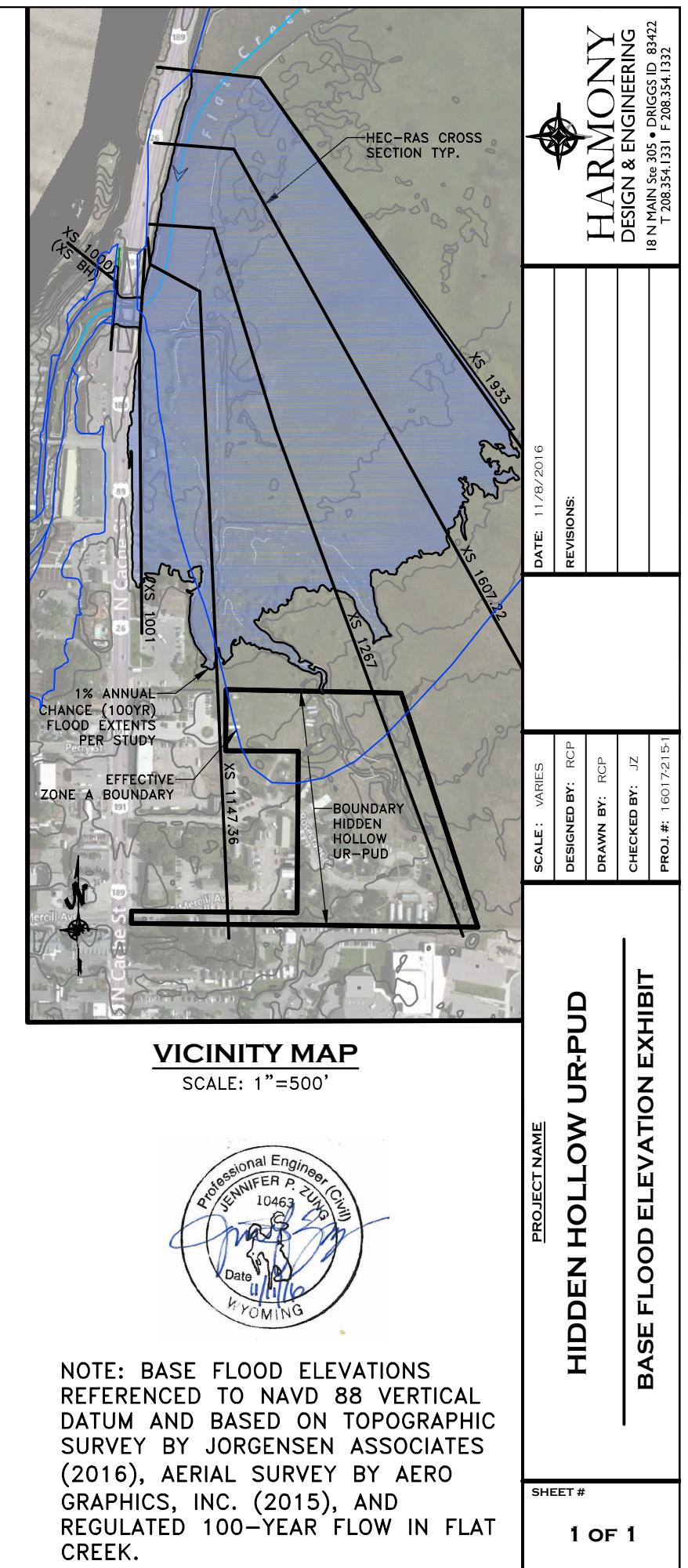
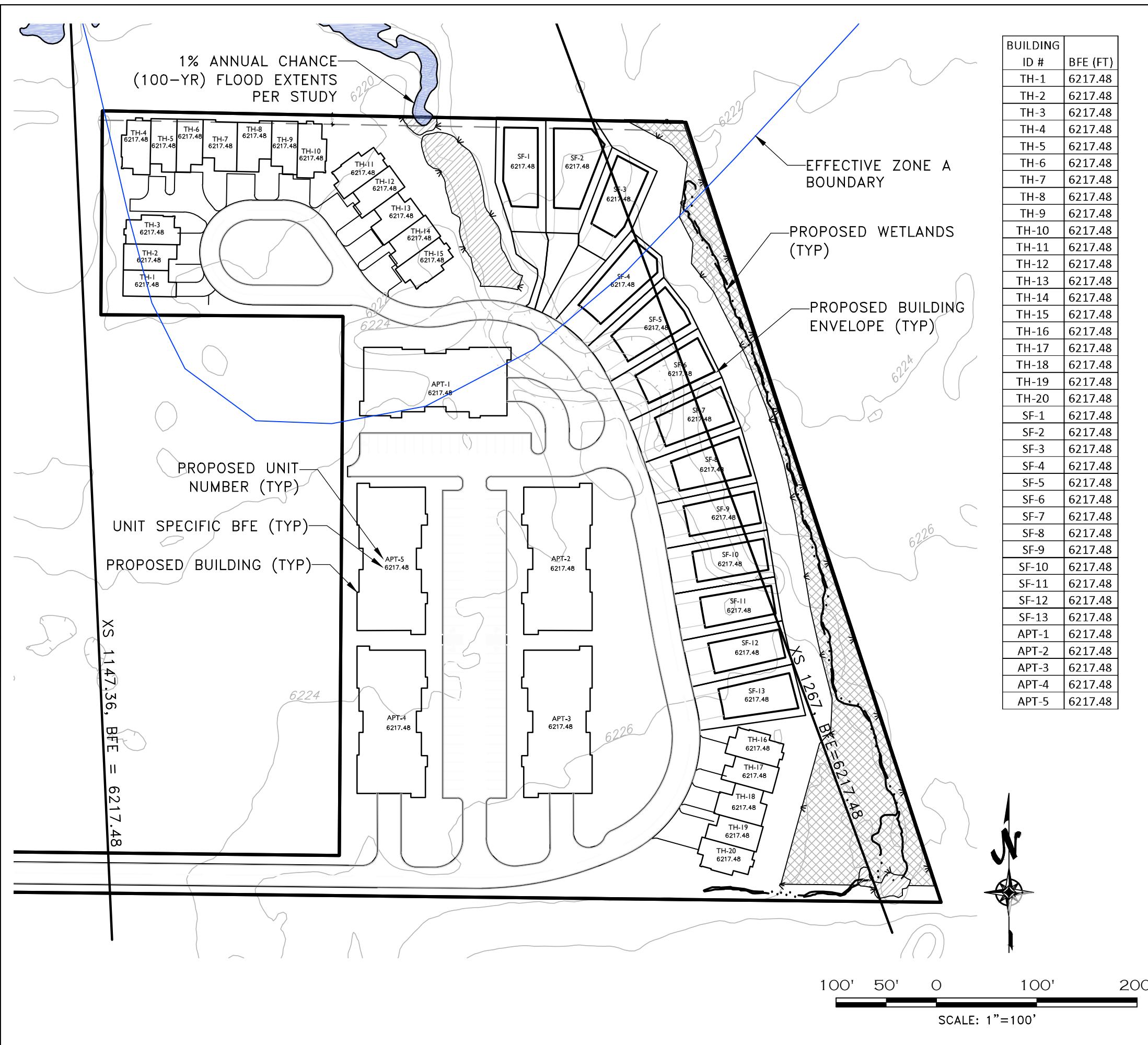


Harmony Design & Engineering
Jennifer Zung, PE, CFM

Enclosures:

BFE Exhibit
RAS files

CC: Zane Powell, Conrad & Bischoff, Inc.
Brendan Schulte, Jorgensen Associations





Federal Emergency Management Agency

Washington, D.C. 20472

May 2, 2018

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

The Honorable Pete Muldoon
Mayor, Town of Jackson
P. O. Box 1687
Jackson, WY 83001

IN REPLY REFER TO:

Case No.: 18-08-0346P
Community Name: Town of Jackson, WY
Community No.: 560052
Effective Date of
This Revision: September 13, 2018

Dear Mayor Muldoon:

The Flood Insurance Study report and Flood Insurance Rate Map for your community have been revised by this Letter of Map Revision (LOMR). Please use the enclosed annotated map panel(s) revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals issued in your community.

Additional documents are enclosed that provide information regarding this LOMR. Please see the List of Enclosures below to determine which documents are included. Other attachments specific to this request may be included as referenced in the Determination Document. If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Consultation Coordination Officer for your community. If you have any technical questions regarding this LOMR, please contact the Director, Mitigation Division of the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in Denver, Colorado, at (303) 235-4830, or the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <https://www.fema.gov/national-flood-insurance-program>.

Sincerely,

Patrick "Rick" F. Sacbabit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

List of Enclosures:

Letter of Map Revision Determination Document
Annotated Flood Insurance Rate Map
Annotated Flood Insurance Study Report

cc: The Honorable Mark Newcomb
Chairman, Teton County
Board of Commissioners

Mr. Brian Lenz, P.E.
Town Engineer
Town of Jackson

Mr. Kurt Stout, P.E.
Floodplain Administrator
Teton County

Ms. Jennifer Zung, P.E., CFM
Principal
Harmony Design and Engineering

Mr. Zane Powell
Project Manager
Conrad & Bischoff, Inc.



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT**

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST	
COMMUNITY	Town of Jackson Teton County Wyoming	NO PROJECT	FLOODWAY HYDRAULIC ANALYSIS UPDATED TOPOGRAPHIC DATA	
	COMMUNITY NO.: 560052			
IDENTIFIER	Hidden Hollow	APPROXIMATE LATITUDE AND LONGITUDE: 43.489, -110.762 SOURCE: USGS QUADRANGLE DATUM: NAD 83		
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES		
TYPE: FIRM*	NO.: 56039C2907D	DATE: September 16, 2015	DATE OF EFFECTIVE FLOOD INSURANCE STUDY: September 16, 2015 PROFILE: 34P FLOODWAY DATA TABLE: 5	

Enclosures reflect changes to flooding sources affected by this revision.

* FIRM - Flood Insurance Rate Map

FLOODING SOURCE AND REVISED REACH

See Page 2 for Additional Flooding Sources

Flat Creek - From approximately 840 feet downstream of U.S. Highway 26 to approximately 940 feet upstream.

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Flat Creek	Floodway	Floodway	YES	YES
	BFEs*	BFEs	YES	NONE
	Zone AE	Zone AE	YES	NONE
	Zone A	Zone A	YES	YES

* BFEs - Base Flood Elevations

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on our website at <https://www.fema.gov/national-flood-insurance-program>.

Patrick "Rick" F. Sacubit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

OTHER FLOODING SOURCES AFFECTED BY THIS REVISION

FLOODING SOURCE AND REVISED REACH

Flat Creek - From approximately 840 feet downstream of U.S. Highway 26 to approximately 940 feet upstream.

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Flat Creek	Zone X (shaded)	Zone X (shaded)	YES	YES

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on our website at <https://www.fema.gov/national-flood-insurance-program>.

Patrick "Rick" F. Sacubit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

OTHER COMMUNITIES AFFECTED BY THIS REVISION

CID Number: 560094 **Name:** Teton County, Wyoming

AFFECTED MAP PANELS	AFFECTED PORTIONS OF THE FLOOD INSURANCE STUDY REPORT
TYPE: FIRM* NO.: 56039C2907D DATE: September 16, 2015	NO REVISION TO THE FLOOD INSURANCE STUDY REPORT

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/national-flood-insurance-program>.

Patrick "Rick" F. Sacbabit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

We provide the floodway designation to your community as a tool to regulate floodplain development. Therefore, the floodway revision we have described in this letter, while acceptable to us, must also be acceptable to your community and adopted by appropriate community action, as specified in Paragraph 60.3(d) of the NFIP regulations.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance flood discharges computed in the FIS for your community without considering subsequent changes in watershed characteristics that could increase flood discharges. Future development of projects upstream could cause increased flood discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on flood discharges subsequent to the publication of the FIS report for your community and could, therefore, establish greater flood hazards in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/national-flood-insurance-program>.

Patrick "Rick" F. Sacbabit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Ms. Jeanine D. Petterson
Director, Mitigation Division
Federal Emergency Management Agency, Region VIII
Denver Federal Center, Building 710
P.O. Box 25267
Denver, CO 80225-0267
(303) 235-4830

STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panel(s) and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

Although a portion of the area of revision is shown on the effective FIRM as located within the Unincorporated Areas of Teton County, this area has been annexed by the Town of Jackson.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on our website at <https://www.fema.gov/national-flood-insurance-program>.

Patrick "Rick" F. Sacubit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

PUBLIC NOTIFICATION OF REVISION

A notice of changes will be published in the *Federal Register*. This information also will be published in your local newspaper on or about the dates listed below, and through FEMA's Flood Hazard Mapping website at https://www.floodmaps.fema.gov/fhm/bfe_status/bfe_main.asp

LOCAL NEWSPAPER

Name: *Jackson Hole News and Guide*
Dates: May 9, 2018 and May 16, 2018

Within 90 days of the second publication in the local newspaper, any interested party may request that we reconsider this determination. Any request for reconsideration must be based on scientific or technical data. Therefore, this letter will be effective only after the 90-day appeal period has elapsed and we have resolved any appeals that we receive during this appeal period. Until this LOMR is effective, the revised flood hazard determination presented in this LOMR may be changed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/national-flood-insurance-program>.

Patrick "Rick" F. Sacbabit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

May 2, 2018

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

The Honorable Mark Newcomb
Chairman, Teton County Board of Commissioners
P. O. Box 3594
Jackson, WY 83001

IN REPLY REFER TO:
Case No.: 18-08-0346P
Community Name: Teton County, WY
Community No.: 560094
Effective Date of
This Revision: September 13, 2018

Dear Mr. Newcomb:

The Flood Insurance Rate Map for your community has been revised by this Letter of Map Revision (LOMR). Please use the enclosed annotated map panel(s) revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals issued in your community.

Additional documents are enclosed that provide information regarding this LOMR. Please see the List of Enclosures below to determine which documents are included. Other attachments specific to this request may be included as referenced in the Determination Document. If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Consultation Coordination Officer for your community. If you have any technical questions regarding this LOMR, please contact the Director, Mitigation Division of the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in Denver, Colorado, at (303) 235-4830, or the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <https://www.fema.gov/national-flood-insurance-program>.

Sincerely,

Patrick "Rick" F. Sacubit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

List of Enclosures:

Letter of Map Revision Determination Document
Annotated Flood Insurance Rate Map

cc: The Honorable Pete Muldoon
Mayor, Town of Jackson

Ms. Jennifer Zung, P.E., CFM
Principal
Harmony Design and Engineering

Mr. Kurt Stout, P.E.
Floodplain Administrator
Teton County

Mr. Zane Powell
Project Manager
Conrad & Bischoff, Inc.

Mr. Brian Lenz, P.E.
Town Engineer
Town of Jackson



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT**

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST	
COMMUNITY	Teton County Wyoming (Unincorporated Areas)	NO PROJECT	FLOODWAY HYDRAULIC ANALYSIS UPDATED TOPOGRAPHIC DATA	
	COMMUNITY NO.: 560094			
IDENTIFIER	Hidden Hollow	APPROXIMATE LATITUDE AND LONGITUDE: 43.489, -110.762 SOURCE: USGS QUADRANGLE DATUM: NAD 83		
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES		
TYPE: FIRM*	NO.: 56039C2907D	DATE: September 16, 2015 NO REVISION TO THE FLOOD INSURANCE STUDY REPORT		

Enclosures reflect changes to flooding sources affected by this revision.

* FIRM - Flood Insurance Rate Map

FLOODING SOURCE AND REVISED REACH

Flat Creek - From approximately 840 feet downstream of U.S. Highway 26 to approximately 940 feet upstream.

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Flat Creek	Zone A	Zone A	YES	YES

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on our website at <https://www.fema.gov/national-flood-insurance-program>.

Patrick "Rick" F. Sacubit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

OTHER COMMUNITIES AFFECTED BY THIS REVISION

CID Number: 560052 **Name:** Town of Jackson, Wyoming

AFFECTED MAP PANELS	AFFECTED PORTIONS OF THE FLOOD INSURANCE STUDY REPORT
TYPE: FIRM* NO.: 56039C2907D DATE: September 16, 2015	DATE OF EFFECTIVE FLOOD INSURANCE STUDY: September 16, 2015 PROFILE: 34P FLOODWAY DATA TABLE: 5

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on our website at <https://www.fema.gov/national-flood-insurance-program>.

Patrick "Rick" F. Sacbabit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance flood discharges computed in the FIS for your community without considering subsequent changes in watershed characteristics that could increase flood discharges. Future development of projects upstream could cause increased flood discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on flood discharges subsequent to the publication of the FIS report for your community and could, therefore, establish greater flood hazards in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/national-flood-insurance-program>.

Patrick "Rick" F. Sacubit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Ms. Jeanine D. Petterson
Director, Mitigation Division
Federal Emergency Management Agency, Region VIII
Denver Federal Center, Building 710
P.O. Box 25267
Denver, CO 80225-0267
(303) 235-4830

STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panel(s) and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

Although a portion of the area of revision is shown on the effective FIRM as located within the Unincorporated Areas of Teton County, this area has been annexed by the Town of Jackson.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/national-flood-insurance-program>.

Patrick "Rick" F. Sacbabit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

PUBLIC NOTIFICATION OF REVISION

A notice of changes will be published in the *Federal Register*. This information also will be published in your local newspaper on or about the dates listed below, and through FEMA's Flood Hazard Mapping website at https://www.floodmaps.fema.gov/fhm/bfe_status/bfe_main.asp

LOCAL NEWSPAPER

Name: *Jackson Hole News and Guide*
Dates: May 9, 2018 and May 16, 2018

Within 90 days of the second publication in the local newspaper, any interested party may request that we reconsider this determination. Any request for reconsideration must be based on scientific or technical data. Therefore, this letter will be effective only after the 90-day appeal period has elapsed and we have resolved any appeals that we receive during this appeal period. Until this LOMR is effective, the revised flood hazard determination presented in this LOMR may be changed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/national-flood-insurance-program>.

Patrick "Rick" F. Sacbabit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

FLOODING SOURCE	CROSS SECTION	FLOODWAY			BASE FLOOD		
		WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY (FEET NAVD)	WITH FLOODWAY
FLAT CREEK (Continued)							
BA	57,100	44	135	9.6	6,200.0	6,200.0	0.0
BB	58,147	37	135	9.3	6,206.7	6,206.7	0.0
BC	59,047	58	307	4.1	6,211.7	6,212.4	0.7
BD	59,987	57	249	5.0	6,214.5	6,214.8	0.3
BE	60,877	54	312	4.0	6,216.0	6,216.6	0.6
BF	61,117	178	855	1.4	6,216.2	6,216.9	0.7
BG	61,357	34	218	5.6	6,216.2	6,216.8	0.6
BH	62,117	80	518	2.3	6,217.5	6,217.9	0.4
REVISED DATA							
REVISED TO REFLECT LOMR EFFECTIVE: MARCH 8, 2018							

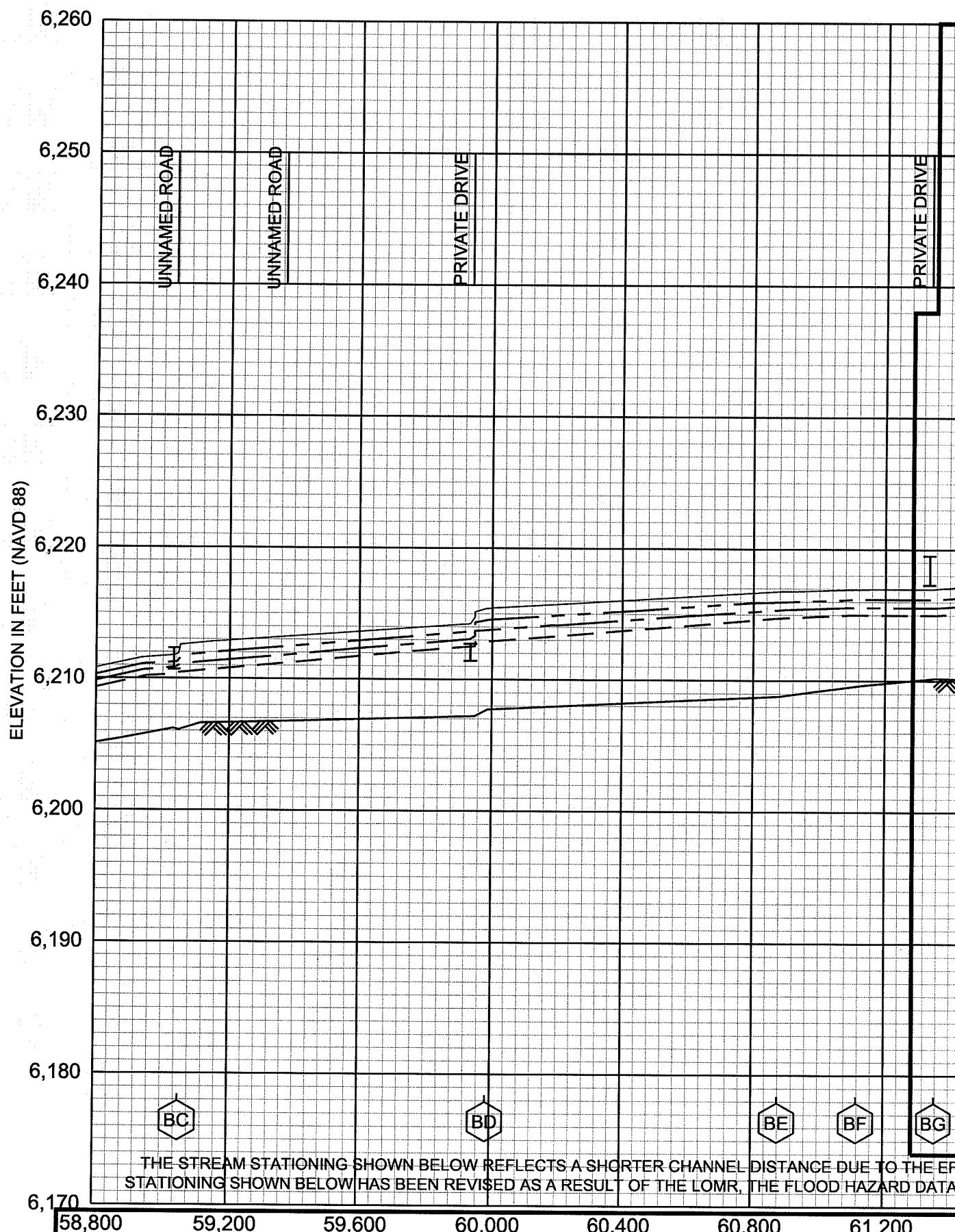
¹ Stream distance in feet above U.S. Highway 89

TABLE 5

**FEDERAL EMERGENCY MANAGEMENT AGENCY
TETON COUNTY, WY
AND INCORPORATED AREAS**

**FLOODWAY DATA
REVISED TO
REFLECT LOMR
EFFECTIVE: September 13, 2018**

FLAT CREEK



STREAM DISTANCE IN FEET

**Teton County
Unincorporated Areas
560094**

JOINS PANEL 2926

NOTE: MAP AREA SHOWN ON THIS PANEL
IS LOCATED WITHIN TOWNSHIP 41 NORTH,
RANGE 116 WEST.

ZONE A

**REVISED
AREA**

**Teton County
Unincorporated Areas
560094**

26

89

191

National Elk Refuge

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, A95
Regulatory Floodway	With BFE or Depth Zone AE, A9, A8, A8R
	0.2 % Annual Chance Flood Hazard Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
	Future Conditions 1% Annual Chance Flood Hazard
	Area with Reduced Flood Risk due to Levee See Notes

OTHER AREAS OF FLOOD HAZARD

SCALE

Map Projection:
Universal Transverse Mercator (UTM) Zone 22N
Western Hemisphere, Vertical Datum: NAD 83

1 Inch = 500 feet

16,000

Feet

Meters

250

62.5

125

250

500

1,000

2,500

5,000

10,000

25,000

50,000

100,000

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HIDDEN HOLLOW
WATER DEMAND PROJECTIONS

Project No. 16016.00

BY: TK

Date: 21 June 2017 Rev: 21 June 2018

Average Day Demand ¹	125	gpcpd
Maximum Day Demand ¹	340	gpcpd
Peak Hour Factor ²	3.0	PHF

WATER DEMAND PROJECTIONS

Single Family Residential Lots

Unit Type ³	No. of Beds ²	Occupancy per Bed	Average Day, gpd	Maximum Day, gpd	Peak Hour, gpm
13 Single Family Lots 3 Bedroom	39	1.0	4,875	13,260	27.6
Subtotal Single Family	4,875		13,260		27.6

Townhouses

Unit Type ³	No. of Beds ²	Occupancy per Bed	Average Day, gpd	Maximum Day, gpd	Peak Hour, gpm
6 TH Unit Type A 2 Bedroom	12	1.5	2,250	6,120	12.8
6 TH Unit Type B 3 Bedroom	18	1.0	2,250	6,120	12.8
5 TH Unit Type C 3 Bedroom	15	1.0	1,875	5,100	10.6
3 TH Unit Type D 2 Bedroom	6	1.5	1,125	3,060	6.4
Subtotal Townhouses	7,500		20,400		42.6

Apartments

Unit Type ³	No. of Beds ²	Occupancy per Bed	Average Day, gpd	Maximum Day, gpd	Peak Hour, gpm
7 Employment Based 1 Bedroom	7	1.5	1,313	3,570	7.4
14 Employment Based 2 Bedroom	28	1.5	5,250	14,280	29.8
6 Employment Based 3 Bedroom	18	1.0	2,250	6,120	12.8
16 Income Based 1 Bedroom	16	1.5	3,000	8,160	17.0
36 Income Based 2 Bedroom	72	1.5	13,500	36,720	76.5
14 Income Based 3 Bedroom	42	1.0	5,250	14,280	29.8
10 Market Rate 1 Bedroom	10	1.5	1,875	5,100	10.6
25 Market Rate 2 Bedroom	50	1.5	9,375	25,500	53.1
10 Market Rate 3 Bedroom	30	1.0	3,750	10,200	21.3
138 Subtotal Apartments	45,563		123,930		258.3

TOTAL PROJECT PROJECTED WATER DEMAND	57,938	157,590	328.5
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Notes:

¹ Based on daily flow rates from the WYDEQ CH 11, Part D, Table 1

² Based on typical residential developments

³ Program Unit Matrix numbers provided by Hidden Hollow - 16 June 2017

IRRIGATION WATER DEMAND PROJECTION						
Use Type	Quantity ⁴	Unit	Average Irr. inch/day	Average Day, gpd	Maximum Day, gpd	Peak Hour, gpm
Irrigation System	84,700	SF	0.25	13,199	26,398	55.0
Subtotal Irrigation	13,199			26,398		55.0

⁴ From stormwater calculations. Includes Mercill irrigation.



HIDDEN HOLLOW

WASTEWATER FLOW PROJECTIONS

Project No.: 16016.00

BY: TK

Date: 21 June 2017 Rev: 21 June 2018

Average Daily Flow ¹	60%
Peak Hour Factor	3

SANITARY SEWER DEMAND						
Single Family Residential Lots						
Unit Type	No. of Units ²	Max Flow per Unit, gpd ¹	Average TOTAL, gpd	Maximum TOTAL, gpd	PEAK HOUR, gpm	
13 Single Family Lots 3 Bedroom	39	150	3,510	5,850	12.2	
			Subtotal Single Family		5,850	12.2
Townhouses						
Unit Type	No. of Units ²	Max Flow per Unit, gpd ¹	Average TOTAL, gpd	Maximum TOTAL, gpd	PEAK HOUR, gpm	
6 Unit Type A 2 Bedroom	12	150	1,080	1,800	3.8	
6 Unit Type B 3 Bedroom	18	150	1,620	2,700	5.6	
5 Unit Type C 3 Bedroom	15	150	1,350	2,250	4.7	
3 Unit Type D 2 Bedroom	6	150	540	900	1.9	
			Subtotal Townhouses		7,650	15.9
Apartments						
Unit Type	No. of Units ²	Max Flow per Unit, gpd ¹	Average TOTAL, gpd	Maximum TOTAL, gpd	PEAK HOUR, gpm	
7 Employment Based 1 Bedroom	7	150	630	1,050	2.2	
14 Employment Based 2 Bedroom	28	150	2,520	4,200	8.8	
6 Employment Based 3 Bedroom	18	150	1,620	2,700	5.6	
16 Income Based 1 Bedroom	16	150	1,440	2,400	5.0	
36 Income Based 2 Bedroom	72	150	6,480	10,800	22.5	
14 Income Based 3 Bedroom	42	150	3,780	6,300	13.1	
10 Market Rate 1 Bedroom	10	150	900	1,500	3.1	
25 Market Rate 2 Bedroom	50	150	4,500	7,500	15.6	
10 Market Rate 3 Bedroom	30	150	2,700	4,500	9.4	
138			Subtotal Apartments		40,950	85.3
			TOTAL PROJECT SANITARY SEWER FLOWS	32,670	54,450	113.4
						0.253 cfs

Notes:

¹ Based on daily flow rates from the WYDEQ CH 11, Part D, Table 1

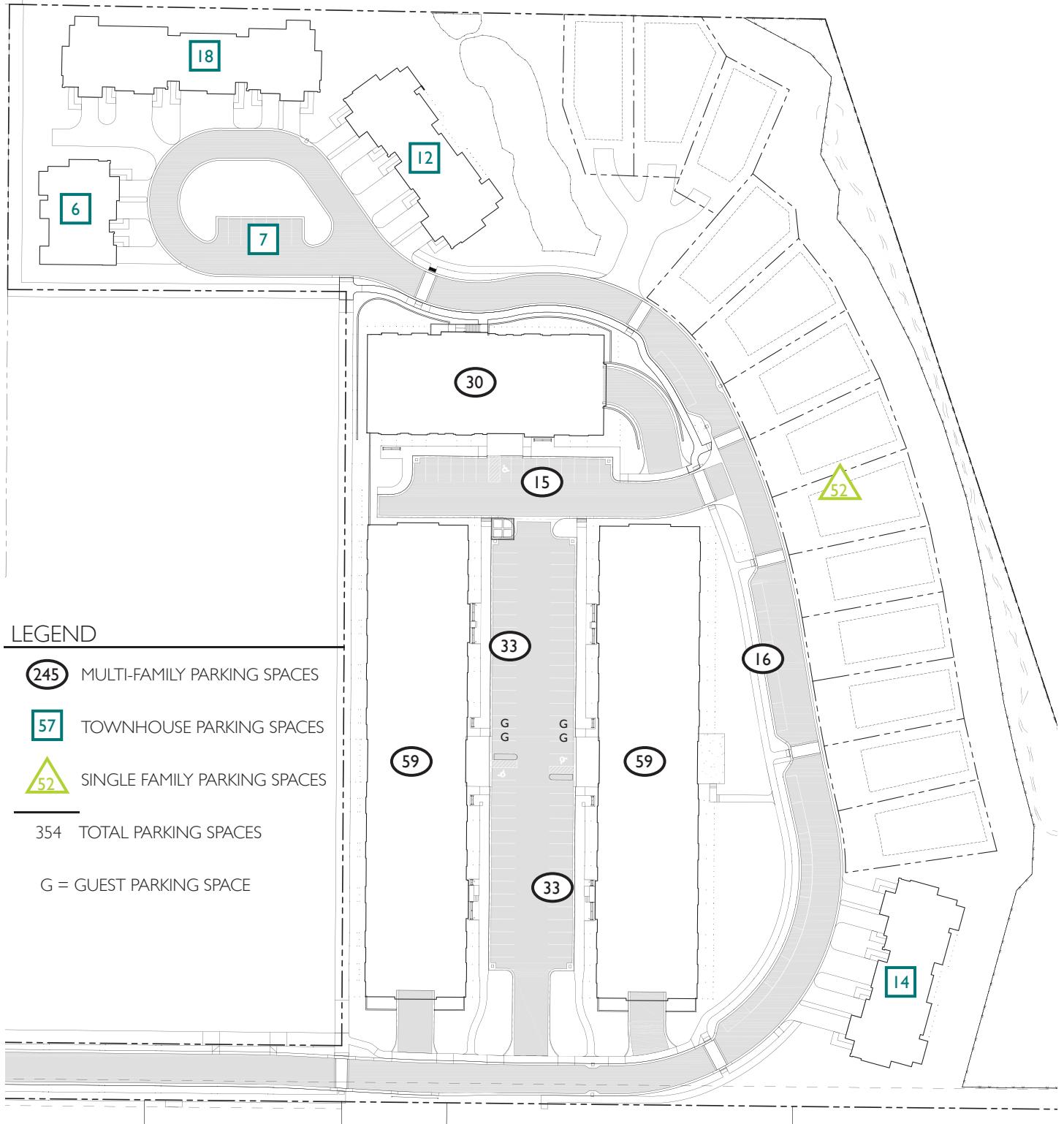
² Program Unit Matrix provided by Hidden Hollow - 16 June 2017



Hidden Hollow DEV Phase 2 Park & School Exactions

Hidden Hollow Phase 2 - Exaction Calculations (06/22/2018)			
Bedrooms	# of Units	Person per units	People
2	9	2.25	20.25
3	11	3	33
Total Units	20	Total Population (x)	53.25
Required Park Acreage (x * 9/1000)			0.48
Cash In-Lieu			\$47,925
Required School Acreage (y *.02)			0.40
Cash In-Lieu			\$40,000
Total			\$87,925

*Includes 20 townhomes



HIDDEN HOLLOW
PARKING SPACE ALLOTMENT DIAGRAM
JUNE 26, 2018

HERSHBERGER DESIGN
LANDSCAPE ARCHITECTURE PLANNING URBAN DESIGN
0 50 100 150 200 250 300
1" = 100' - 0"
N

Hidden Hollow Parking Management

6/21/2018

Description		Phase 1b		Phase 2		Guest/Surplus	Ratio
		Bldg 4/5	Bldg 2/3	Bldg 1	Totals		
MultiFamily Area C	1 Bedroom	13	12	8	33		
	2 Bedroom	30	31	14	75		
	3 Bedroom	12	12	6	30		
	Subtotal	55	55	28	138		
	Parking Required	97	98	48	243		
	Underground Provided	59	59	30	148		
	Surface Provided	33	33	15	81		
	Onstreet Provided	16	-	-	16		
	Subtotal Provided	108	92	45	245	2	0.01
Townhomes Area B		Phase 1b	Phase 2		Totals		
		Units	Units		Units		
		2 Bedroom	5	4	9		
		3 Bedroom	3	8	11		
		Subtotal	8	12	20		
		Parking Required	16	24	40		
		Garage Provided	9	15	24		
		Driveway Provided	11	15	26		
		Onstreet Provided	7	-	7	Guest/Surplus	Ratio
		Subtotal Provided	27	30	57	17	0.85
Single Family Area A		Phase 1b	Phase 2		Totals		
		Units	Units		Units		
		3 Bedroom	13	-	13		
		Subtotal	13	-	13		
		Parking Required	26	-	26		
		Garage Provided	26	-	26		
		Driveway Provided	26	-	26	Guest/Surplus	Ratio
		Subtotal Provided	52	-	52	26	2.00
<p>Notes:</p> <p>Requirement as per HHPUD Master Plan: 1 Bed = 1 space; 2 & 3 Bed = 2 spaces</p> <p>More 2-bedroom multi-family units were designed into project after feedback from Sketch Plan process, raising requirement</p> <p>Guest spaces currently calculated as "surplus" and result of required vs provided</p> <p>16 spots on Hidden Hollow Road will be built in Phase 1A</p> <p>Unused spots from 2/3 bed multi-family units will enhance Area C Guest Parking</p>							
						Total Project Guest/Surplus	Ratio
						45	0.26



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: **Hidden Hollow Subdivision**

Physical Address: **301 Hidden Hollow Drive**

Lot, Subdivision: **PT. NW1/4SW1/4 SEC. 27, TWP. 41, RNG. 116 (MOS T-20F)** PIDN: **22-41-16-27-3-00-032**

OWNER.

Name: **HANSEN & HANSEN, LLP** Phone: _____
Mailing Address: **P.O. Box 50106 Idaho Falls, ID** ZIP: **83405**
E-mail: _____

APPLICANT/AGENT.

Name: **Jorgensen Associates, P.C. c/o Brendan Schulte** Phone: **307-733-5150**
Mailing Address: **PO BOX 9550, Jackson, WY** ZIP: **83002**
E-mail: **bschulte@jorgeng.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 checked="" 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 checked="" type="checkbox"/> Development Option Plan	<input type="checkbox"/> LDR Text Amendment
<input type="checkbox"/> Variance	<input 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)	<input type="checkbox"/> Other: _____

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 #: P18-176 Environmental Analysis #: P16-072
Original Permit #: _____ Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Provide one electronic copy (via email or thumb drive), and two hard copies of the submittal packet.

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 Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is held, the submittal requirements will be reviewed at the conference followed by a written summary. The submittal requirements on the TOJ website are intended as a reference to assist you in submitting a sufficient application.

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

Brendan Schulte

Name Printed

6/25/18

Date

Senior Planner

Title



PRE-APPLICATION CONFERENCE SUMMARY

Planning & Development Department Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

This Summary will be prepared by Planning Staff. The applicant, or the applicant's agent, shall receive a copy of this summary for their reference in submitting a sufficient application.

Staff may request additional materials during review as needed to determine compliance with the LDRs.

PRE-APPLICATION MEETING BASICS.

PAP#: P18-176
Date of Conference: 6/13/2018
Planning Staff: Tyler Sinclair, Brendan Conboy

PROJECT.

Name/Description: Hidden Hollow PUD – Development Plan Phase 2
Physical Address: 301 Hidden Hollow Dr.
Lot, Subdivision PT. NW1/4 W1/4 SEC. 27, TWP. 41, RNG. 116 (MOS T-20F) PIDN: 22-41-16-27-3-00-032
Zoning District(s): UR (Urban Residential)-PUD
Overlay(s): None

STAKEHOLDERS.

Applicant: Jorgensen Associates – Brendan Schulte
Owner: Hansen & Hansen, LLP
Agent: Brendan Schulte

REQUIRED APPLICATIONS. (See B.12, C.1, D.4 of applicable zone in Article 2, 3 or 4) *This project will require the following applications:*

Application	Reason	Fee
Development Plan (8.3.2)	Final plan to be consistent with Sketch Plan	\$2,500
Basic Use Permit (8.4)	Required for uses	\$500

MEETING ATTENDEES:

TIMELINES. This table is intended to provide general information regarding the review process and timing of decisions. See Article 8 for a complete explanation of the review process.

For administrative decisions made by the Planning Director, the following timelines are generally applicable:

Application Types:	Sufficiency	Planning Director
PUD Minor Amendments Sec. 8.5.2	Within 14 days of Submittal	Decision within days of Sufficiency

For decisions requiring a public hearing process, the following timelines are generally applicable:

Application Types:	Sufficiency	Planning Commission (PC)	Town Council
PUD Maj Amendment 8.2.13	Within 14 days of Submittal	Hearing within 90 days of Sufficiency	
Development Plan	Within 14 days of Submittal	Hearing within 90 days of Sufficiency	Hearing within 60 days of PC Recommendation
Basic Use Permit			

GENERAL INFORMATION.

✓ Required, If Checked.

If not checked, review requirement with a Staff member to determine if necessary for your application.

Requirement	Notes
<input checked="" type="checkbox"/> Planning Permit Application. The application should list all pertinent permits (use, physical development, interpretation, relief from the LDRs, Development Option/Subdivisions, Amendments to the LDRs) for which you are applying.	

Requirement Notes

- ✓ **Notarized Letter of Authorization.** See **Section 8.2.4.A** for requirements. A template is established in the Administrative Manual.
- ✓ **Application Fees.** 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.
- ✓ **Review fees.** The applicant is responsible for paying any review fees and expenses from consulting services necessitated by the review of the application by the Town Surveyor, Town Engineer, Town Associate Engineer, Title Company and any other required consultant. Such fees shall be paid prior to approval of the permit.
- ✓ **Mailed Notice fee.** See **Section 8.2.14.C.2** for notice requirements. If mailed notices are required, the applicant is responsible for paying for any mailing in excess of 25 notices.
- ✓ **Other information needed.** All applications submitted to the Town of Jackson Planning Department must be submitted in digital format once the application is determined to be sufficient.
- ✓ **Response to Submittal Checklist.** All applications require response to applicable review standards. For applications where a pre-application conference is required, applicable standards are identified below. If a pre-application conference is optional, see the submittal checklist for the relevant application type, established in the Administrative Manual.
- ✓ **Title Report.** A title report, title certificate or record document guarantee prepared within the last six months that includes evidence of ownership and all encumbrances on the subject property. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review.
- ✓ **Narrative description of the proposed development.** Briefly describe the existing condition of the property and the proposed use, physical development, subdivision or development option for which you are seeking approval.
- ✓ **Proposed Development Program.** Please use the attached template established in the Administrative Manual.
- ✓ **Site Plan.** Please see the attached list of minimum standards for a site plan, established in the Administrative Manual.
- ✓ **Floor Plans.** Include floor plans for any existing buildings that will be occupied by a proposed use. If changes to existing buildings are proposed, indicate those on the floor plans.
- ✓ **Neighborhood Meeting Summary.** See **Section 8.2.3** for Neighborhood Meeting requirements.
- ✓ **Posted Notice.** See **Section 8.2.14.C.4** for Posted Notice requirements for all public hearings.

Requirements listed under each Article will be checked if required for the application.

✓ *Required, If Checked.*

_____ *If not checked, this requirement is not applicable to your application.*

ARTICLE 1, GENERAL PROVISIONS.

Requirement	Notes
Division 1.9, Nonconformities	
1.9.2 Nonconforming Physical Development	
1.9.3 Nonconforming Uses	
1.9.4 Nonconforming Development Options and Subdivisions	
1.9.5 Nonconforming Signs	

ARTICLE 2, COMPLETE NEIGHBORHOODS, ARTICLE 3, RURAL AREA ZONES, and ARTICLE 4, SPECIAL PURPOSE ZONES – (Public/Semi-Public & Park and Open Space zones only).

Applicable Zone: Applicable LDR Section:

SUBSECTION B, PHYSICAL DEVELOPMENT. *Please provide the following information for the applicable zone.*

Requirement	Notes:
✓ Structure Location and Mass (Setbacks, Height, total site FAR)	
✓ Maximum Scale of Development (Individual building size)	
✓ Building Design (Design Review Process)	Applicant may choose to present in front of the Design Review Committee but it is not required; minimum applicant submission requirements will be required if a review is requested
✓ Site Development (Driveway and Access limits)	
✓ Fencing (Height, Setback, Orientation)	

Additional Comments:

SUBSECTION C, ALLOWABLE USES. *Please provide the following information for the applicable zone.*

Requirement	Notes:
Maximum Scale of Use	

Additional Comments:

SUBSECTION D, DEVELOPMENT OPTIONS. Please provide the following information for the applicable zone.

Requirement **Notes:**

Subdivision and Development Option Permits

Additional Comments:

SUBSECTION E, ADDITIONAL ZONE-SPECIFIC STANDARDS. Please provide the following information for the applicable zone.

Requirement **Notes:**

Consistency with Hidden Hollow PUD Master Plan

Consistency with Conditions of Approval of Sketch Plan

Consistency with Development Agreement

Additional Comments:

See standards in Sec. 2.3.6.E Additional Zone-specific Standards

ARTICLE 4, SPECIAL PURPOSE ZONES (Planned Resort Zones and Planned Unit Development Zones only)

Requirement **Notes**

Division 4.3, Planned Resort Zones

4.3.1 All Planned Resort Zones

4.3.2 Snow King

Division 4.4, Planned Unit Development

4.4.1 All Planned Unit Development (PUD) Zones

4.4.2 Planned Unit Development – Town

ARTICLE 5, PHYSICAL DEVELOPMENT STANDARDS APPLICABLE IN ALL ZONES.

Requirement **Notes**

Division 5.1, General Environmental Standards

5.1.1 Waterbody and Wetland Buffers

5.1.2 Wildlife Friendly Fencing

5.1.5 Water Quality (reserved for future standards)

Division 5.2, Environmental Standards Applicable in Specific Areas

5.2.1 Natural Resources Overlay (NRO) Standards

Division 5.3, Scenic Standards.

5.3.1 Exterior Lighting Standards

5.3.2 Scenic Resources Overlay (SRO) Standards

✓ **Division 5.4, Natural Hazard Protection Standards**

FEMA review and approval required

- 5.4.1** Steep Slopes
- 5.4.2** Unstable Soils
- 5.4.3** Faults
- 5.4.4** Floodplains
- 5.4.5** Wildland Urban Interface

✓ **Division 5.5, Landscaping Standards**

- 5.5.2** Landscape Plan
- 5.5.3** Required Plant Units
- 5.5.4** General Landscaping Standards
- 5.5.5** Installation and Maintenance

✓ **Division 5.6, Sign Standards**

✓ **Division 5.7, Grading, Erosion Control and Stormwater Management**

- 5.7.2** Grading Standards
- 5.7.3** Erosion control standards
- 5.7.4** Stormwater Management Standards

Optional **Division 5.8, Design Guidelines**

- 5.8.2.** Design Guidelines
- 5.8.3.** Design Review Committee

ARTICLE 6, USE STANDARDS APPLICABLE IN ALL ZONES.

Requirement

Notes

✓ **Division 6.1, Allowed Uses**

Proposed uses and standards will need to be consistent with the Hidden Hollow PUD Master Plan.

✓ **Division 6.2, Parking and Loading Standards**

- 6.2.2** Required Parking and Loading
- 6.2.3** Location of Required Parking
- 6.2.4** Maintenance of Off-Street Parking and Loading
- 6.2.5** Off-Street Parking and Loading Design Standards
- 6.2.6** Parking and Loading Standards in the Downtown Parking District

Division 6.3, Employee Housing Requirements

✓ **Division 6.4, Operational Standards**

- 6.4.1** Outside Storage
- 6.4.2** Refuse and Recycling
- 6.4.3** Noise
- 6.4.4** Vibration
- 6.4.5** Electrical Disturbances
- 6.4.6** Fire and Explosive Hazards

ARTICLE 7, DEVELOPMENT OPTION AND SUBDIVISION STANDARDS APPLICABLE IN ALL ZONES.

Requirement	Notes
Division 7.1, Development Option Standards	
7.1.3 Urban Cluster Development	
7.1.4 Mobile Home Park	
Division 7.2, Subdivision Standards	
7.2.2 Standards Applicable to all Subdivision	
7.2.3 Land Division Standards	
7.2.4 Condominium and Townhouse Subdivisions	
Division 7.3, Open Space Standards	
7.3.3 Configuration and Location of Required Open Space	
7.3.4 Use of Open Space	
7.3.5 Physical Development Permitted in Open Space	
7.3.6 Record of Restriction	
7.3.7 Ownership of Open Space	
Division 7.4, Affordable Housing Standards	Proposed standards will need to be consistent with the Hidden Hollow PUD Master Plan.
Division 7.5, Development Exaction Standards	
7.5.2. Park Exactions	
7.5.3. School Exactions	
Division 7.6, Transportation Facility Standards	
7.6.2 Access to Roads, Streets and Highways	
7.6.3 Streets, Alleys, and Easements	
Division 7.7, Required Utilities	Proposed standards will need to be consistent with the Hidden Hollow PUD Master Plan and Development Agreement.
7.7.2 Potable Water Supply	
7.7.3 Sanitary Sewer Systems	
7.7.4 Irrigation Ditch Systems and Design	
7.7.5 Other Utilities	
7.7.6 Fuel Storage Tank	

PLAN REVIEW COMMITTEE. The Plan Review Committee consists of the following listed agencies. Planning Staff will transmit pertinent portions of the application to each agency. **Other agencies and individuals not checked off on this list may be added to the PRC if necessary.**

<input checked="" type="checkbox"/>	Public Works/Town Engineer	<input checked="" type="checkbox"/>	Police Department
<input checked="" type="checkbox"/>	Building Official	<input checked="" type="checkbox"/>	START Bus
<input checked="" type="checkbox"/>	Town Attorney	<input checked="" type="checkbox"/>	Jackson Hole Fire EMS
<input checked="" type="checkbox"/>	Town Clerk	<input checked="" type="checkbox"/>	Parks and Recreation Department
<input checked="" type="checkbox"/>	Pathways Coordinator	<input checked="" type="checkbox"/>	Teton County School District #1
<input checked="" type="checkbox"/>	Surveyor	<input checked="" type="checkbox"/>	Teton County Sheriff
<input checked="" type="checkbox"/>	Title Company	<input checked="" type="checkbox"/>	Wyoming Department of Game & Fish
<input checked="" type="checkbox"/>	Teton County Housing Authority	<input checked="" type="checkbox"/>	Wyoming Department of Transportation
<input checked="" type="checkbox"/>	Teton County Weed & Pest	<input checked="" type="checkbox"/>	Wyoming Department of Environmental Quality

<input type="checkbox"/>	Teton County Planning	<input checked="" type="checkbox"/>	Army Corp of Engineers
<input type="checkbox"/>	Teton County Engineer	<input type="checkbox"/>	Lower Valley Energy
<input type="checkbox"/>	Teton County Assessor	<input type="checkbox"/>	U.S. National Park Service
<input type="checkbox"/>	Integrated Solid Waste and Recycling	<input type="checkbox"/>	U.S. Forest Service
<input type="checkbox"/>	Teton County Clerk	<input type="checkbox"/>	U.S. Fish and Wildlife
<input type="checkbox"/>	Teton County Public Health	<input type="checkbox"/>	Other
<input type="checkbox"/>	Teton County Scenic Preserve Trust		

Additional Comments:

- Proposed Development Plan will be reviewed for consistency with the Hidden Hollow PUD Master Plan and Development Agreement/SIA

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENTS TO:

Released	
Indexed	✓
Abstracted	✓
Scanned	

Hansen & Hansen, LLP
P.O. Box 50106
Idaho Falls, ID 83405

FSREA Sale, Jackson Admin. Site, B-T NF
APN: 22-41-16-27-3-00-020

GRANTOR: UNITED STATES OF AMERICA

GRANTEE: HANSEN & HANSEN LLP

Doc 0895616 bk 910 pg 186-191 Filed At 14:59 ON 12/04/15

Sherry L. Daigle Teton County Clerk fees: 27.00

By Mary Smith Deputy

X 2

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 27th day of November, 2015, by and between the **UNITED STATES OF AMERICA**, acting by and through the Forest Service, Department of Agriculture, hereinafter called **GRANTOR**; and **HANSEN & HANSEN, LLP, an Idaho limited liability partnership**, P.O. Box 50106, Idaho Falls, ID 83405, hereinafter called **GRANTEE**.

WITNESSETH: The Grantor, as authorized by the Forest Service Realignment and Enhancement Act of 2005 (16 U.S.C. 580d note; P.L. 109-54, Title V; 119 Stat. 559-563, as amended) (FSREA), the provisions of which have been met, has determined that this conveyance is in the public interest.

NOW THEREFORE, the Grantor, for and in consideration of the amount set forth in the *Contract to Buy and Sell Commercial Real Estate*, a binding document signed and sealed by both the Grantee and Grantor, the receipt of which is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the **GRANTEE**, its successors and assigns, all its right, title, interest, and claim in and to the real property situated in the County of Teton, State of Wyoming, more particularly described as follows:

Sixth Principal Meridian

JB 11-30-2015
Checked as to price, acreage, description, and condition of sale, and found to be correct.

T. 41 N., R. 116 W.,
Sec. 27, a portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Commencing at the southwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence S. 89°54' E., 40.0 feet to a point on the east right-of-way line of State Highway 26-89-191 which is the **True Point of Beginning**; thence N. 00°08' W., 40.0 feet along said right-of-way line; thence S. 89°54' E., 550.4 feet; thence N. 00°08' W., 537.5 feet; thence S. 89°52' W., 241.3 feet; thence N. 00°08' W., 203.2 feet; thence S. 89°24' E., 582.0 feet; thence S. 18°37' E., 818.3 feet; thence N. 89°52' W., 600.1 feet; thence N. 89°54' W., 550.4 feet to said right of way line, the **Point of Beginning**.

Containing 10.00 acres, more or less.

TOGETHER WITH:

1. All improvements thereon, other appurtenances, and all fixtures of a permanent nature currently on the premises, in their present condition, ordinary wear and tear excepted, and including all personal property described herein, and specifically including a horse corral and the following eleven (11) buildings:

UNIT	BUILDING INFRA ID#	BUILDING NAME	CATEGORIES	GROSS SQ FEET	YEAR BUILT
SO	TN806014	Jackson Car Barn	Utility	3,840	1933
SO	TN809013	Fire Storage Shed	Storage/Shed	572	1933
SO	TN810010	Jackson Gas House	Storage/Gas/Oil	630	1933
D4	TN805016	Fire Crew Building	Office	1,000	1954
SO	TN809023	45 Rosencrans	Shed	96	1985
SO	TN809024	55 Rosencrans	Shed	96	1985
SO	TN809025	65 Rosencrans	Shed	96	1985
SO	TN809026	70 Rosencrans	Shed	96	1985
SO	TN809028	75 Rosencrans	Shed	96	1985
SO	TN809029	80 Rosencrans	Shed	96	1985
SO	TN809030	90 Rosencrans	Shed	96	1985

2. An easement to maintain that portion of the Jackson Car Barn (TN806014) that encroaches approximately two (2) feet by ninety-six (96) feet onto property retained by the Grantor for a period not to exceed five (5) years from the date of closing. On or before expiration of said easement at the end of the five-year term, Grantee, or its successors in interest, shall remove that portion of the structure that encroaches upon the property retained by Grantor.

EXCEPTING AND RESERVING TO THE UNITED STATES: A 40-foot easement for access and utilities, more particularly described as follows:

Sixth Principal Meridian

T. 41 N., R. 116 W.,
Sec. 27, NW1/4SW1/4, that portion described as follows:

Beginning at the southwest corner of the parcel, which is on the east right-of-way line of State Highway 26-89-191 and North Cache Street and bears S. 89°54' E., 40.0 feet from the south one-sixteenth corner between said Sec. 27 and Sec. 28; thence S. 89°54' E., 590.4 feet along the south one-sixteenth line; thence N. 00°08' W., 40.0 feet; thence N. 89°54' W., 590.4 feet to and then along the south property boundary of the Bridger-Teton National Forest Supervisor's Office Parcel to the east right-of-way line for State Highway 26-89-191 and North Cache Street; thence S. 00°08' E., 40.0 feet to the Point of Beginning.

Said reservation contains 0.54 acre, more or less, is 590.5 feet long and 40.0 feet wide, and includes the right, but not the obligation, to remove Building Nos. TN806014, TN809013, and TN810010 (the Jackson Car Barn, Fire Storage Shed, and Jackson Gas House, respectively), located within the above-reserved easement, if they are not removed by Grantee.

If the Regional Forester determines that all or any portion of the easement herein reserved is no longer needed, the easement or such portion(s) thereof shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to Grantee or its successors or assigns in interest.

NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY

Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9620(h)(3)(A)(i), and based upon a complete search of agency files, the **UNITED STATES** gives notice of no hazardous substance activity at the subject property by providing the **GRANTEE** with the following documents:

GRANTEE acknowledges receipt of the following document provided by **GRANTOR: Forest Service Land Transaction Screening Process Worksheets**, Forms 1-5 inclusive.

CERCLA COVENANT

Pursuant to Section 120(h)(3)(A)(ii) of the CERCLA, 42 U.S.C. § 9620(h)(3)(A)(ii), the **UNITED STATES** hereby warrants and covenants that:

- (1) All response action necessary to protect human health and the environment with respect to any hazardous substance remaining on the property prior to this conveyance has been taken before the date of this conveyance; and
- (2) It shall take any additional response action found to be necessary after this conveyance with respect to hazardous substances that were located on the property prior to this conveyance. This covenant shall not apply:
 - (a) In any case in which the **GRANTEE**, its successors, or assigns, is a Potentially Responsible Party (PRP) with respect to the subject property prior to this conveyance; OR
 - (b) To the extent, but only to the extent, that such additional response action or part thereof found to be necessary is the result of a failure to act of the **GRANTEE**, its successors or assigns, or any party in possession after the date of this conveyance that either:
 - (i) Results in a release or threatened release of a hazardous substance that was not located on the property on the date of this conveyance; OR

(ii) Causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

These warranties and covenants do not apply with respect to lead-based paint (LBP) or asbestos-containing building materials (ACBM) associated with structures related to the subject property, as those matters are addressed elsewhere in this Deed, in accordance with the FSREA.

CERCLA ACCESS

Pursuant to Section 120(h)(3)(A)(iii) of CERCLA, 42 U.S.C. § 9620(h)(3)(A)(iii), the **UNITED STATES** reserves a right of access to all portions of the property for environmental investigation, remediation, or response, as needed to take action in accordance with the covenant, set forth above and made under Section 120(h)(3)(A)(ii) of CERCLA. If, after the date of transfer, the **UNITED STATES** finds that such additional response action is necessary with respect to hazardous substances released on the property prior to the date of transfer, the **UNITED STATES**, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the property and conduct investigations and surveys, and to conduct any additional response action or corrective action that is necessary. For the purposes of this paragraph, "access" includes, but is not limited to, the authority to enter the property; the authority to remove, to relocate, or to dispose of hazardous substances which are located on the property; the authority to remove, to relocate, or to dispose of solid and liquid materials including chemicals, wastes, soil, water and contaminated portions of equipment, facilities, and structures on the property for the purposes of performing necessary response measures; and the authority to take all other actions which are reasonably incidental or necessary to conduct any of the foregoing activities. Any such entry shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

FSREA DISCLOSURES AND WRITTEN ASSURANCES

Pursuant to Section 504(d)(3)(A) of the FSREA, the **UNITED STATES** hereby provides notice that no LBP or risk assessments, or ACBM inspections have been conducted on the property to be conveyed. FSREA exempts the agency from abatement of LBP and ACBM.

Due to their age, four of the buildings that will remain on the parcel may contain ACBM. Section 504(d)(3) of the FSREA exempts the agency from abatement of LBP and ACBM. No disclosure prior to sale, other than provisions of the afore-mentioned *Forest Service Land Transaction Screening Process Worksheets*, Forms 1-5 inclusive, with attachments, is required.

The **GRANTEE** hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of LBP and ACBM associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, or disposal of LBP or ACBM associated with structures on the property, or the renovation or demolition of existing structures with LBP or ACBM.

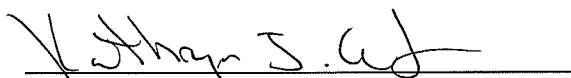
Notwithstanding the covenants provided by the **UNITED STATES** in the previous paragraphs, the **GRANTEE** hereby agrees to hold harmless, defend, and indemnify the **UNITED STATES** from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the **UNITED STATES** after the date of this instrument by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to any LBP and/or ACBM associated with the property. This covenant to comply with applicable laws and to indemnify, release, defend, and hold harmless the **UNITED STATES** shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by the **UNITED STATES** in a court of competent jurisdiction.

These covenants by the **UNITED STATES OF AMERICA** and the **GRANTEE** shall be construed as running with the land, and may be enforced by the **UNITED STATES OF AMERICA** or the **GRANTEE** in a court of competent jurisdiction.

TO HAVE AND TO HOLD the property described herein unto the **GRANTEE** and its assigns, together with all hereditaments and appurtenances thereunto belonging.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative, has executed this Quitclaim Deed on the day and year first above written pursuant to the delegation of authority promulgated in Title 7 CFR 2.60 and 49 F.R. 34283, August 29, 1984.

UNITED STATES OF AMERICA



KATHRYN J. CONANT
Director of Lands & Minerals
Intermountain Region
USDA Forest Service

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF WEBER } ss

On this 27th day of November, 2015, before me, Lori Blickfeldt, a Notary Public in and for Weber County, personally appeared **KATHRYN J. CONANT, Director of Lands & Minerals, Intermountain Region, Forest Service, U.S. Department of Agriculture**, the signer of the within instrument, who acknowledged to me that she executed the foregoing instrument, by duly delegated authority.



Lori Blickfeldt

Notary Public for the State of Utah
Residing in Perry, UT
My Commission Expires 11/30/2015

LETTER OF AUTHORIZATION

Hansen and Hansen, LLP _____, "Owner" whose address is: _____

P.O. Box 50106, Idaho Falls

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Hansen and Hansen, LLP _____, as the owner of property

more specifically legally described as: _____

PT. NW1/4SW1/4, SEC. 27, TWP. 41, RNG. 116 PARCEL 1 (MOS T-20F) _____

(If too lengthy, attach description)

HEREBY AUTHORIZES Zane Powell _____ 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: Zane Powell

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Partner

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

STATE OF Idaho

)

)SS.

COUNTY OF Bonneville

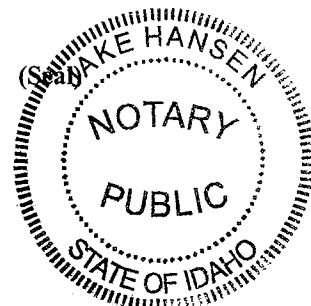
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The foregoing instrument was acknowledged before me by C James Hansen this 15 day of June, 20016.

WITNESS my hand and official seal.

C James Hansen
(Notary Public)

My commission expires: April 30, 2018



LETTER OF AUTHORIZATION

Hansen and Hansen, LLP

P.O. Box 50106, Idaho Falls

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Hansen and Hansen, LLP

more specifically legally described as:

PT. NW1/4SW1/4, SEC. 27, TWP. 41, RNG. 116 PARCEL 1 (MOS T-20F)

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, P.C. 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: James Hansen

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Partner

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

STATE OF Idaho

)

)SS.

COUNTY OF Bonneville

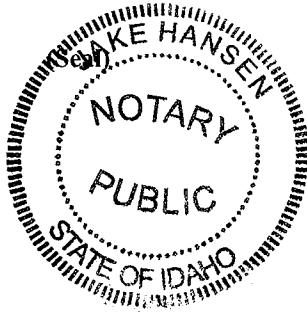
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The foregoing instrument was acknowledged before me by James Hansen this 15 day of June, 2001.

WITNESS my hand and official seal.

James Hansen
(Notary Public)

My commission expires: April 30, 2018



LETTER OF AUTHORIZATION

Hansen and Hansen, LLP

P.O. Box 50106, Idaho Falls

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Hansen and Hansen, LLP

more specifically legally described as:

PT. NW1/4SW1/4, SEC. 27, TWP. 41, RNG. 116 PARCEL 1 (MOS T-20F)

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, P.C.

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: James Hansen

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Partner

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

STATE OF Idaho

)

)SS.

COUNTY OF Bonneville

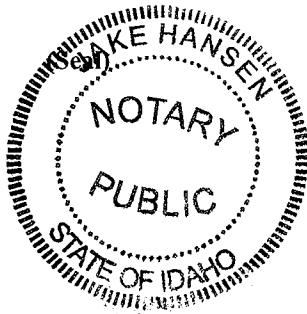
)

The foregoing instrument was acknowledged before me by James Hansen this 15 day of June, 2001.

WITNESS my hand and official seal.

James Hansen
(Notary Public)

My commission expires: April 30, 2018



LETTER OF AUTHORIZATION

Hansen and Hansen, LLP _____, "Owner" whose address is: _____

P.O. Box 50106, Idaho Falls

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Hansen and Hansen, LLP _____, as the owner of property

more specifically legally described as: _____

PT. NW1/4SW1/4, SEC. 27, TWP. 41, RNG. 116 PARCEL 1 (MOS T-20F) _____

(If too lengthy, attach description)

HEREBY AUTHORIZES Zane Powell _____ 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: Zane Powell

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Partner

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

STATE OF Idaho

)

)SS.

COUNTY OF Bonneville

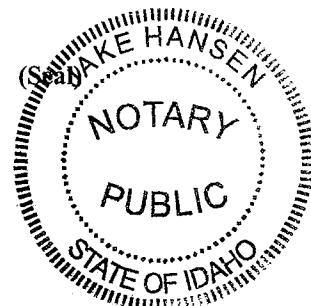
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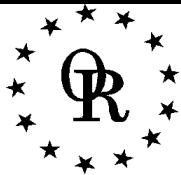
The foregoing instrument was acknowledged before me by C James Hansen this 15 day of June, 20016.

WITNESS my hand and official seal.

C James Hansen
(Notary Public)

My commission expires: April 30, 2018





Guarantee

SG 08010181

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN. Old Republic National Title Insurance Company, a Minnesota corporation, herein called the Company GUARANTEES the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

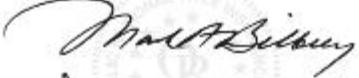
In witness whereof, Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

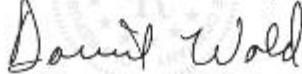
Issued through the Office of:

Jackson Hole Title & Escrow

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By 
Matt Bilney President

Attest 
David Wold Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) 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.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.

(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title

to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness,

the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) **To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.**

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to this Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule A

File No.	Liability	Fee	Reference	Guarantee No.
673060JAC	\$1,000.00	\$250.00	Hansen & Hansen, LLP	SG 08010181

1. Name of Assured: Jorgensen Associates
2. Date of Guarantee: 03/06/2018 at 8:00 A.M.
3. The estate or interest in the land hereinafter described is: Fee Simple.
4. Title to said or estate or interest at the Date hereof is vested in:
Hansen & Hansen, LLP, an Idaho limited liability partnership
5. The land referred to in this Guarantee is situated in the County of Teton, State of Wyoming and is described as follows:

The land referred to herein is described in the Legal Description attached hereto as Exhibit A.

Exhibit "A"

Real property in the County of Teton, State of Wyoming, described as follows:

A portion of land lying within NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 27, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, being more particularly described as follows:

Commencing at the southwest corner of said aliquot part;

Thence S 89° 54' E, 40.0 feet to the True Point of Beginning;

Thence N 00° 08' W, 40.0 feet;

Thence S 89° 54' E, 550.4 feet;

Thence N 00° 08' W, 537.5 feet;

Thence S 89° 52' W, 241.3 feet;

Thence N 00° 08' W, 203.2 feet;

Thence S 89° 24' E, 582.0 feet;

Thence S 18° 37' E, 818.3 feet;

Thence N 89° 52' W, 600.1 feet;

Thence N 89° 54' W, 550.4 feet to the Point of Beginning.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-I Exceptions/Recorded Documents

File No.	Liability	Fee	Reference	Guarantee No.
673060JAC	\$1,000.00	\$250.00	Hansen & Hansen, LLP	SG 08010181

As of the Date of this Guarantee, the following exceptions reference all recorded documents which may affect title to the herein described land:

1. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Map Number(s) T-20F and Map T-20I, records of Teton County, Wyoming.
2. Terms, conditions, easements and reservations as contained in that deed:
Granted By: United States of America
Granted To: Hansen & Hansen, LLP, an Idaho limited liability partnership
Recording Information: Book 910 of Photo, Pages 186-191
3. Easement, including terms and conditions contained therein;
Granted By: Hansen & Hansen, LLP, an Idaho limited liability partnership
Granted To: Lower Valley Energy
For: Construction, operation and maintenance of electric distribution circuits
Recording Information: Book 910 of Photo, Pages 192-196
4. An easement, including terms and conditions contained therein;
Between: Lower Valley Power and Light, Inc.
And: Hansen & Hansen, LLP, an Idaho limited liability partnership
For: Natural Gas Pipeline
Recording Information: Book 910 of Photo, Pages 197-200
5. Easement:
Granted By: Hansen & Hansen, LLP, an Idaho limited liability partnership
Granted To: Qwest Corporation d/b/a Century Link QC
Recording Information: Book 910 of Photo, Pages 201-205
6. Easement:
Granted By: Hansen & Hansen, LLP, an Idaho limited liability partnership
Granted To: Silver Star Telephone Company, Inc.
Recording Information: Book 910 of Photo, Pages 206-208



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-I Exceptions/Recorded Documents

File No.	Liability	Fee	Reference	Guarantee No.
673060JAC	\$1,000.00	\$250.00	Hansen & Hansen, LLP	SG 08010181

7. Drainage Easement:

Granted By: Hansen & Hansen, LLP, an Idaho limited liability partnership
Granted To: Town of Jackson, a municipal corporation
Recording Information: Book 910 of Photo, Pages 938-941

8. Sanitary Sewer Easement:

Granted By: Hansen & Hansen, LLP, an Idaho limited liability partnership
Granted To: Town of Jackson, a municipal corporation
Recording Information: Book 910 of Photo, Pages 942-945

9. Development Agreement:

Between: Hansen & Hansen, LLP, an Idaho limited liability partnership
And: Town of Jackson
Recording Information: as Doc 0931258



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-II Informational Notes

File No.	Liability	Fee	Reference	Guarantee No.
673060JAC	\$1,000.00	\$250.00	Hansen & Hansen, LLP	SG 08010181

The following is provided for informational purposes and is not part of the Assurances given under this Guarantee:

The Status of real property taxes is as follows:

Tax ID#	2017 Tax Status	2018 Tax Status
OJ-008210	1st Half in the Amount of \$15,377.43 is PAID	Accruing lien not yet due or payable
	2nd Half in the Amount of \$15,377.42 is PAYABLE	

We recommend that the person responsible for closing this verify this tax information prior to closing.

*Real Estate Taxes are payable as follows

*If making one payment: Due on or before December 31.

*If making two payments: First half payable September 1 and delinquent November 10; second half due March 1 and delinquent May 10.

The PIDN for this property appears to be: 22-41-16-27-3-00-032

FACTS
**WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

Go to www.oldrepublictitle.com (Contact Us)

Who we are

Who is providing this notice?

Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do

How does Old Republic Title protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <http://www.OldRepublicTitle.com/newnational/Contact/privacy>.

How does Old Republic Title collect my personal information?

We collect your personal information, for example, when you:

- Give us your contact information or show your driver's license
- Show your government-issued ID or provide your mortgage information
- Make a wire transfer

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes - information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.*

Non-affiliates

Companies not related by common ownership or control. They can be financial and non-financial companies.

- *Old Republic Title does not share with non-affiliates so they can market to you*

Joint marketing

A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- *Old Republic Title doesn't jointly market.*

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement , LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

DATE	INVOICE NO.	COMMENT	AMOUNT	NET AMOUNT
06/06/2018	160161014	Development Plan Application Fee for Phase 2		2,500.00

45802



JORGENSEN

DATE	VENDOR	TOTAL
06/06/18	Town of Jackson	2,500.00

JORGENSEN
 WELLS FARGO, N.A. ⁹⁹⁻¹⁰⁹
 WYOMING ¹⁰²³

45802

PO BOX 9550 • JACKSON, WY 83002
 (307) 733-5150

Two Thousand Five Hundred and no/100

DATE
 06/06/18

AMOUNT
 \$2,500.00

TOWN OF JACKSON
 P.O. BOX 1687
 JACKSON WY 83001

PAY
 TO THE
 ORDER
 OF




1045802 1023010921 0000271002



June 26th, 2018

Mr. Tyler Sinclair
Town of Jackson Planning Dept.
P.O. Box 1687
150 E. Pearl Avenue.
Jackson, WY 83001

-Hand Delivered-

RE: Hidden Hollow PUD - Development Plan Phase 2

Dear Tyler,

Enclosed you will find the necessary materials for a Development Plan (DEV) we are submitting on behalf of Hansen & Hansen, LLP. The property is located at 301 Hidden Hollow Drive, Jackson, WY, and described as the 10 acre parcel formerly owned by the United States Forest Service, now owned by the applicant Hansen & Hansen LLP. Included with this submittal you will find the following:

- Development Plan Binder
- One check for \$2,500 (Development Plan)
- One check for \$500 (Minor Amendment)

Sincerely,

JORGENSEN ASSOCIATES, P.C.

Brendan Schulte
Senior Planner



KEN HARVEY 17





