



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

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

Joint Town/County

- ☐ Parks and Recreation
- ☐ Pathways
- ☒ Housing Department

Teton County

- ☐ Planning Division

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

State of Wyoming

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

Federal Agencies

- ☐ Army Corp of Engineers

Utility Providers

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

Special Districts

- ☐ START
- ☒ Jackson Hole Fire/EMS
- ☐ Irrigation Company

Date: May 13, 2019	REQUESTS: The applicant is submitting a request for a Basic Use permit to add long term stay for the property located at 150 W. Simpson Unit 402, 404, 406, 407, 408 legally known as Units 402, 404, and 406-408 of Town Square Condominium Addition. For questions, please call Brendan Conboy at 733-0440, x1302 or email to the address shown below. Thank you.
Item #: P19-117, 118, 119, 120, 201	
Planner: Brendan Conboy	
Phone: 733-0440 ext. 1302	
Fax: 734-3563	
Email: bconboy@jacksonwy.gov	
Owner: Jackson Hotel Investors 180 N. University Ave Suite 250 Provo, UT 84601	
Applicant: Steve W. Farnsworth 180 N. University Ave Suite 260 Provo, UT 84601	
Please respond by: May 27, 2019 (Sufficiency) June 3, 2019 (with Comments)	

RESPONSE: For Departments not using Trak-it, please send responses via email to: tstolte@jacksonwy.gov



May 3, 2019

Planning Department
PO Box 1687
Jackson, WY 83001
Attention: Paul Anthony

Re: Spring Hill Suites Condominium Project Long-term Use Application

To Mr. Anthony:

We represent Jackson Hotel Investors, LLC, the owner of Unit 2 of the Town Square Condominium Addition to the Spring Hill Suites in Jackson.

When Marriott got approved for the building project at Spring Hill Suites, they specifically requested that the suites be approved only for short-term rental use and not for long-term residential use. They did this because, at the time, the affordable housing mitigation requirements were much lower for short-term rental use (i.e., a commercial use) than for a long-term residential use.

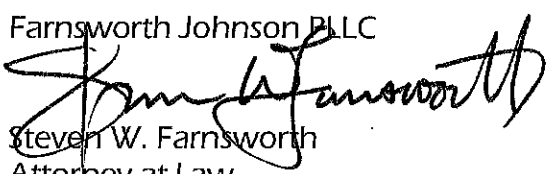
After communications with you, it is our understanding that the parking and affordable housing mitigation requirements have changed in such a way that the short-term rental use is now the higher standard, so by applying for a Basic Use Permit allowing "attached single-family unit" as an allowed use, while keeping the already allowed short-term rental use, there is no additional parking or affordable housing mitigation requirements to be met.

In light of this change, Jackson Hotel Investors, LLC submits the attached Basic Use Permit application to your committee with the goal being to allow greater flexibility in the use of their condominium.

If there are any questions or need for additional information, please feel free to contact me.

Sincerely yours,

Farnsworth Johnson PLLC



Steven W. Farnsworth
Attorney at Law



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

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

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

PROJECT.

Name/Description: Town Square Condominium Addition
Physical Address: 150 W Simpson Ave., Jackson, WY 83001
Lot, Subdivision: Plat Number 1382 PIDN: 22-41-16-33-1-68-002

PROPERTY OWNER.

Name: Jackson Hotel Investors, LLC Phone: 8019320313
Mailing Address: 180 N. University Ave., Suite 250, Provo, UT ZIP: 84601
E-mail: michaelb@bluedicap.com

APPLICANT/AGENT.

Name: Steven W. Farnsworth Phone: 8014374565
Mailing Address: 180 N. University Ave., Suite 260, Provo, UT ZIP: 84601
E-mail: steve@farnsworthjohnson.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

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

Use Permit

☒ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

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

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

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

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

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

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

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

Have you attached the following?

- ☒ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- ☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.
- ☒ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.



Signature of Property Owner or Authorized Applicant/Agent
Steven W. Farnsworth

Name Printed

5/3/19

Date
Attorney

Title

Jackson Hotel B Investors, LLC

NAME: Town of Jackson

CHECK DATE: 5/6/2019

166

Basic Use Permit Approval for 150 W Simpson Aven

500.00

US Bank Checking Ac Basic Use Permit Approval for 150 W Simpson A

500.00

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

Jackson Hotel B Investors, LLC
180 N University Ave, Ste 200
Provo, UT 84601
801-655-1998

US Bank
170 S Main Street
Salt Lake City, UT 84101
97-215/1243

166
Printed on VHS-A Long 05/06/19 01:16:10 pm
DATE: 5/6/2019

PAY Five Hundred and 00/100 Dollars

PAY 500.00
ONLY 500.00 CENTS

\$ 500.00

TO THE Town of Jackson
ORDER P.O. Box 1687
OF 150 E Pearl Avenue
MEMO: Badass on May 8, 2019 150 W Simpson Aven



SECURITY FEATURES INCLUDED. DETAILS ON BACK

000166 121243021501 153195084972

LETTER OF AUTHORIZATION

Jackson Hotel Investors, LLC, "Owner" whose address is: 180 N. University Ave., Suite 250, Provo, UT 84601

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Jackson Hotel Investors, LLC, as the owner of property more specifically legally described as: See Exhibit A

(If too lengthy, attach description)

HEREBY AUTHORIZES Steven W. Farnsworth 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:

(SIGNATURE) (SIGNATURE OF CO-OWNER) Lawrence E. Collins
Title: CO-OWNER Vice President
(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

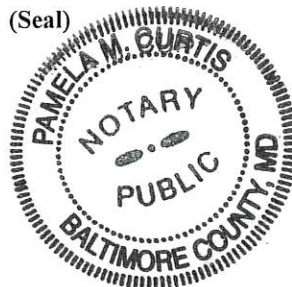
STATE OF Maryland)
COUNTY OF Baltimore)SS.

The foregoing instrument was acknowledged before me by Lawrence E. Collins this 7th day of May, 2019.

WITNESS my hand and official seal.

(Notary Public) Pamela M. Curtis
My commission expires: 9/10/2020

(Seal)



LETTER OF AUTHORIZATION

Jackson Hotel Investors, LLC, "Owner" whose address is: 180 N. University Ave., Suite 250, Provo, UT 84601

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Jackson Hotel Investors, LLC, as the owner of property more specifically legally described as: See Exhibit A

(If too lengthy, attach description)

HEREBY AUTHORIZES Steven W. Farnsworth 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:

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Co-Manager

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

STATE OF Utah)

)SS.

COUNTY OF Utah)

The foregoing instrument was acknowledged before me by Michael Bingham this 6 day of May, 2019.

WITNESS my hand and official seal.

Jessica Farnsworth
(Notary Public)

My commission expires: 11/3/19

(Seal)

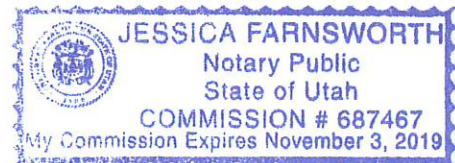


Exhibit A

Legal Description

Unit 402 of Town Square Condominium Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on December 21, 2017 as Plat Number 1382, as further defined and described in the Declaration of Condominium recorded for said property.



PLANNING & BUILDING DEPARTMENT

December 17, 2014

Carney Logan Burke Architects LLC
Attn: Matt Thackray
P.O. Box 9218
Jackson, WY 83002

RE: Items P14-070, P14-071 & P14-072
Amendment to Millward + Simpson PMD Master Plan, Final (Major) Development Plan
for Phase 1 (hotel), & Conditional Use Permit (dormitory)
130 – 180 West Simpson Avenue and 235 South Glenwood Street

Dear Mr. Thackray:

This letter is to confirm that on December 15, 2014 the Jackson Town Council voted to **approve** your request for approval of an amendment to the Millward + Simpson PMD Master Plan, a Final (Major) Development Plan for Phase 1 (hotel), and a Conditional Use Permit (dormitory) to allow a 92,219 sf hotel that will include 121 keys of lodging rooms, nine short-term rental condominiums, a 3,041 sf restaurant, four employee housing units, and 6-bedroom dormitory in the Urban Commercial - Two (UC-2 (LO)) zoning district on the property addressed as 275 North Willow Street subject to the following conditions of approval and attached departmental reviews, as applicable:

1. P-14-070: Amendment to Millward + Simpson PMD Master Plan, subject to the following one condition:
 - a. The phasing-related elements of the Affidavit shall be included into the amended Master Plan document to ensure that all phasing requirements are located in one place.
2. P-14-071: Final (Major) Development Plan for Phase 1 (hotel), subject to the following three conditions and attached departmental reviews:
 - a. The final design for any improvements, such as snow storage and paving and widening of the alley shall be approved by the Town Engineer.
 - b. The landscape strip on Glenwood Street shall be a minimum of 5' in width.
 - c. The applicant shall provide a landscape plan that clearly demonstrates compliance with the landscape area requirements for the hotel project.
3. P-14-072: Conditional Use Permit (dormitory), subject to no conditions but to attached

departmental reviews.

All conditions of approval shall be satisfied prior to approval of any building permits related to Phase 1 (hotel) of the Master Plan.

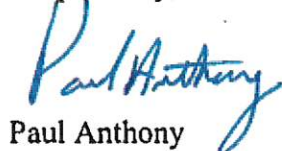
The approval of the proposed Master Plan amendment and FDP includes approval of a 2.05 FAR (92,219 sf) for the 6-lot hotel. Given that a maximum FAR of 2.0 is allowed across the entire PMD Master Plan area, the FAR for the two remaining lots for Phase 2 will be reduced to whatever number is required to ensure the average FAR of does not exceed 2.0 — this would appear to be an FAR of approximately 1.85 for Phase 2 but the final FAR shall be determined during the future FDP review process for Phase 2. The only exception to the 2.0 FAR limit is if the Town Council makes a finding of "extraordinary benefit" according to Sec. 2315.D.2.e in the LDRs.

Approval of any changes to the PMD Master Plan shall be in accordance with Sections 5140.H Minor Deviations and 2325.C.2.d Amendment of Master Plan. Approval of any changes to the Final Development Plan shall be in accordance with Sections 51200.J Minor Deviations, and 51200.K, Amendment to a Development Plan Permit, of the Town of Jackson Land Development Regulations. Approval of any changes to the Conditional Use Permit shall be in accordance with Sections 5140.H Minor Deviations, 2325.C.2.d Amendment of Master Plan, and 5140.I Amendment to Development Permit for Conditional or Special Use.

With this approval of the FDP for the Phase 1 hotel project, the Master Plan requires that a building permit for the six-lot hotel be submitted before **March 18, 2015** and that within 60 days of approval of the building permit that construction begins with continuous progress to completion. If these conditions are not met, the PMD Master Plan shall expire.

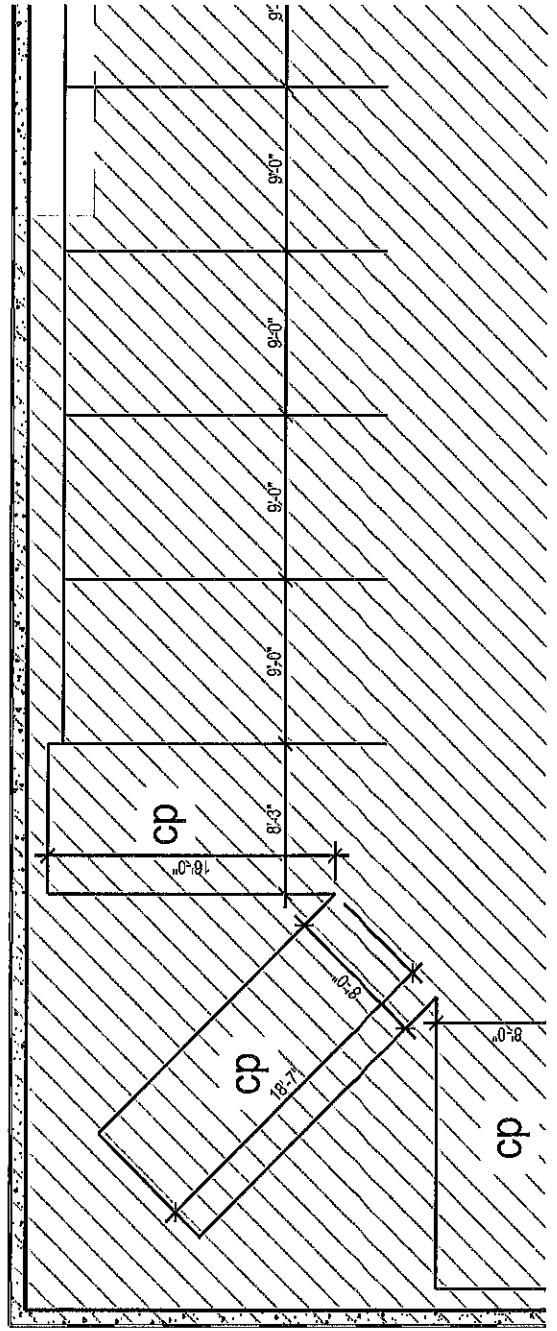
Should you have any questions or require further information on this matter, please feel free to contact me at 733-0440, Ext. 1303.

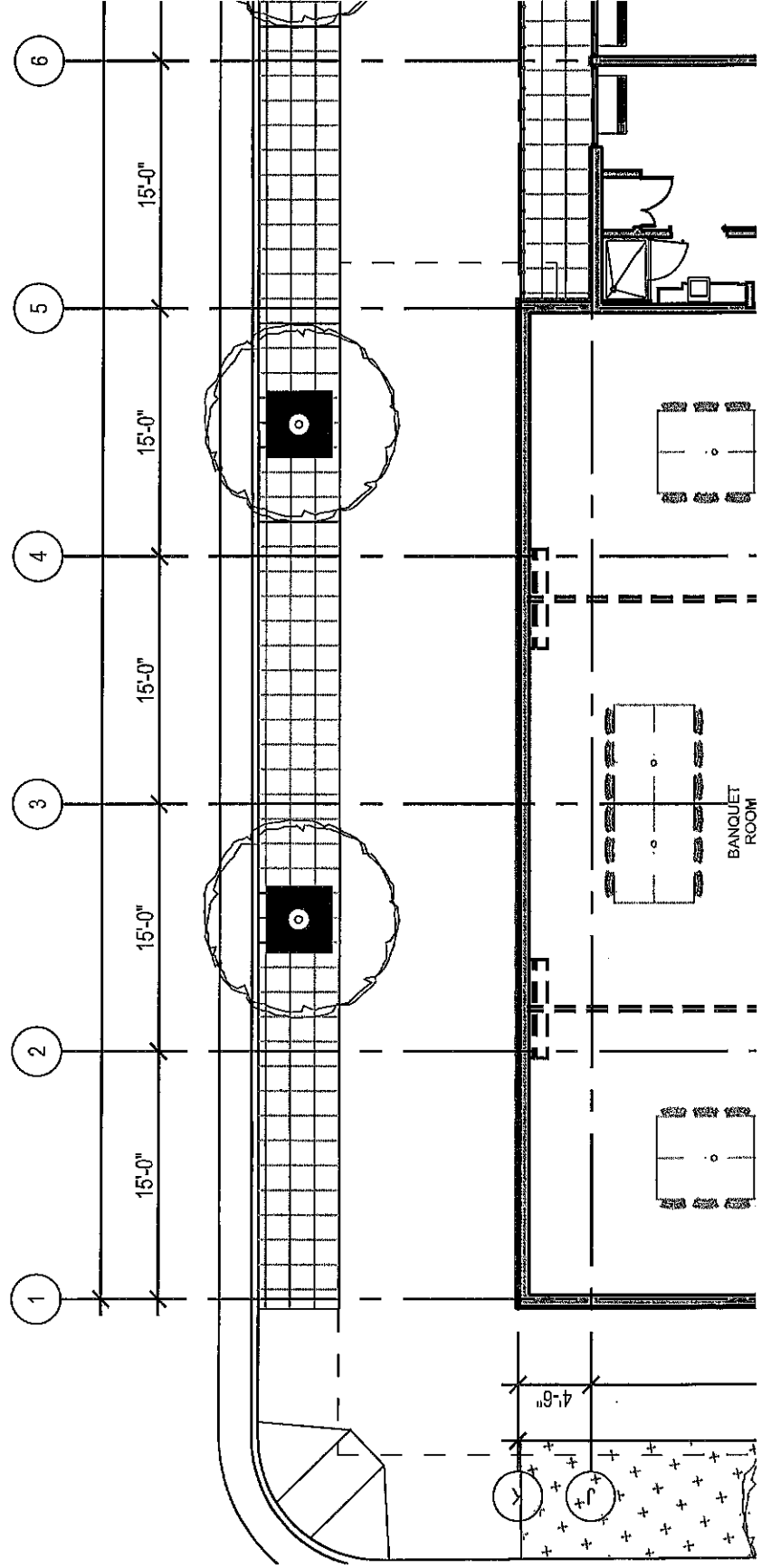
Respectfully,

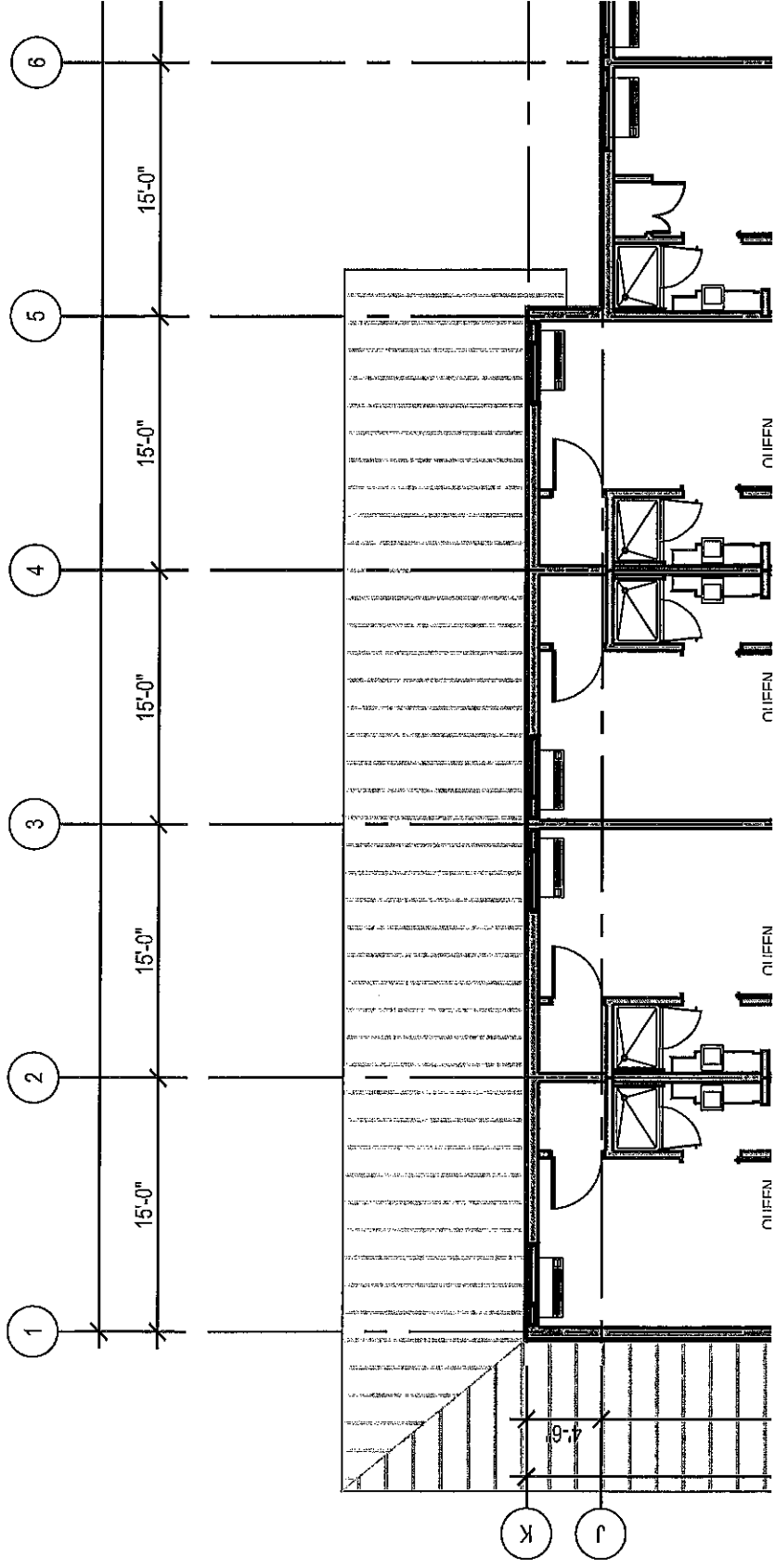


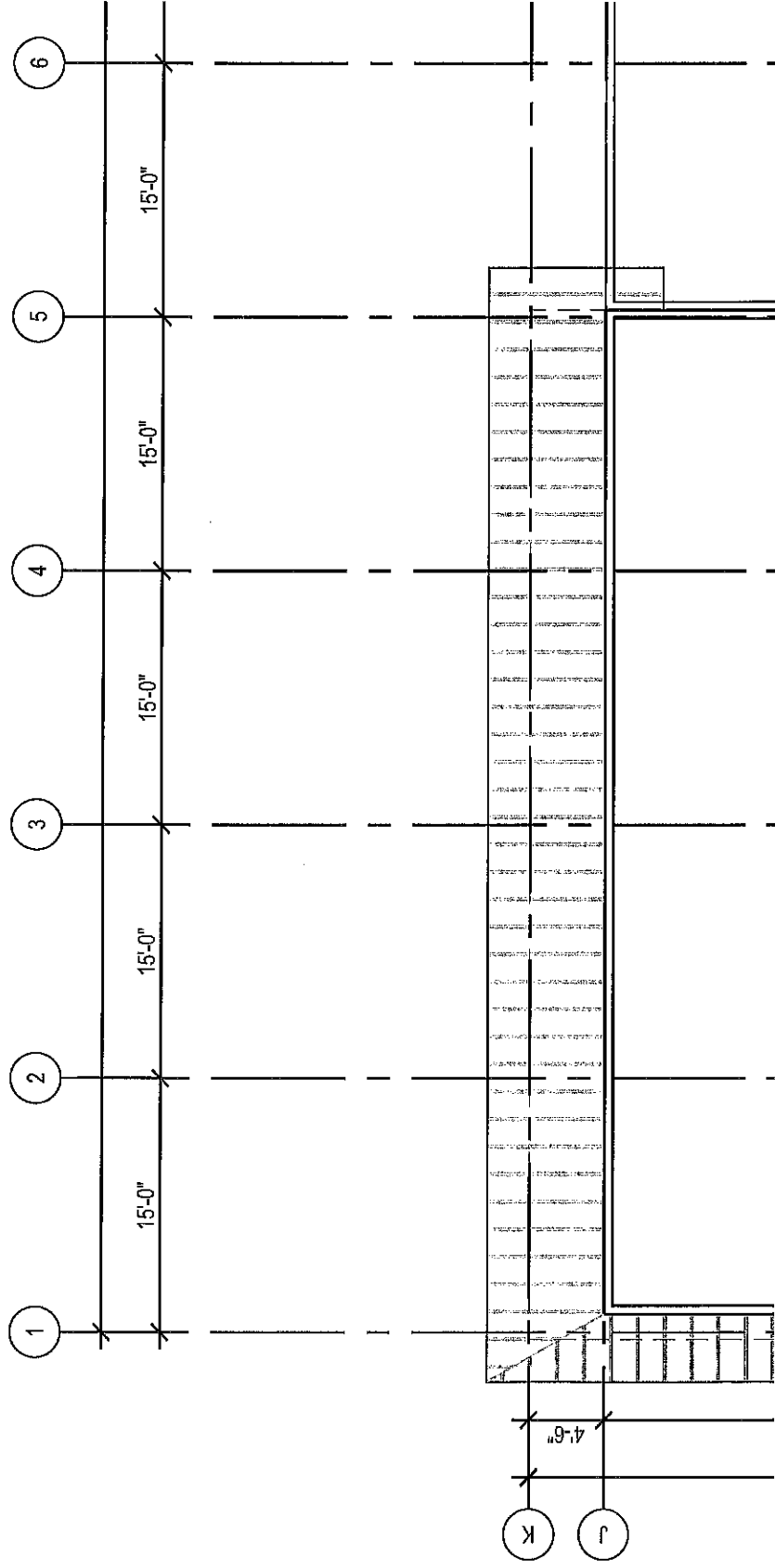
Paul Anthony
Principal Planner

Enclosure









**Special Restrictions
for Employee Housing
Located at Springhill Suites by Marriott**

These Special Restrictions for Employee Housing (the "Special Restrictions"), are made and entered into this ___ day of _____, 20__, by the undersigned Declarant ("Declarant").

RECITALS:

WHEREAS, the Declarant holds fee ownership interest in that certain real property, located in Teton County Wyoming, and more specifically described as follows:

Lots 1, 2, 3, 4, 5, and 6, Block 7, Second Wort Addition to the Town of Jackson, Teton County, Wyoming, according to that Plat recorded September 28, 1940 as Plat No. 129.

PIN: [insert property identification number] (the "Land");

WHEREAS, the Declarant desires to build on the Land a mixed use project consisting of a hotel, restaurant space, short term rental condos and the employee housing described below (the "Employee Housing") (in it's entirety the "Project") as depicted on Exhibit A.

WHEREAS, Declarant desires to adopt these Special Restrictions and declare that the Employee Housing shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Land, and shall be enforceable by the TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, and its successors or assigns (collectively, "TCHA"), or by Town of Jackson;

WHEREAS, the Employee Housing is required in furtherance of the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County that is affordable and is located so as to meet the community's transportation goals;

WHEREAS, as a condition of its approval of <INSERT DETAILS ON APPROVAL> (the "FDP"), the Declarant is providing the Employee Housing described as follows:

<INSERT SPECIFICS>;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the FDP Approval, Declarant agreed to restrict the use and occupancy of the Employee Housing to a "Qualified Household or Individual", which meets the employment, income and asset ownership qualifications as set forth herein; and

WHEREAS, in accordance with the FDP Approval, the Employee Housing units are intended to address the need for rental housing for seasonal employees in Teton County and therefore Declarant agrees they will not be owner-occupied.

RESTRICTIONS:

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

SECTION 1. TCHA GUIDELINES. References made herein to the "Guidelines" are references to the written policies and guidelines of TCHA, as the same may be amended from time to time and which policies and guidelines are on file with TCHA or otherwise with the Town of Jackson, or if there are no such written policies or guidelines (or a policy or guideline with respect to a specific issue) then the current applied policy or policies of TCHA or its successor (the "Guidelines"). Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Guidelines.

SECTION 2. RESTRICTIONS ON OCCUPANCY AND USE OF EMPLOYEE HOUSING UNITS. Occupancy and use of an Employee Housing unit shall be restricted as follows:

A. Qualified Household or Individuals. The use and occupancy of each Employee Housing unit shall be limited to a "Qualified Household or Individuals", defined as follows:

1. Employment. At least one member of the household, or in the case of an individual, the individual, must demonstrate on average 30 hours per week of employment or volunteer work in Teton County, Wyoming, for a profit or non-profit employer(s), respectively.

2. Income Restriction. The Qualified Household or Individual shall not earn more than 120% of the median household income in Teton County, Wyoming, as determined by the current year's published Federal Department of Housing & Urban Development median income chart for Teton County, Wyoming (the "Income Cap").

3. No Teton County Residential Real Estate. No Qualified Individual or member of a Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) residential real estate in Teton County, Wyoming.

B. No Owner Occupancy. Except with the advance written consent of TCHA, which consent may be withheld or delayed in its sole and absolute discretion, no owner shall reside in or occupy an Employee Housing unit. For purposes of this paragraph, if an owner is an entity (including without limitation, a partnership, limited partnership, limited liability company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, or trustee or beneficiary of the trust.

C. Household Composition. An Employee Housing unit may only be occupied by individual(s) who meet the requirements of Paragraph A above and such individual's spouse, child, significant other, or other family member, unless otherwise specifically prohibited by owner, provided that such owner-prohibition does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of an Employee Housing unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

D. Rental. At all times, each Employee Housing unit shall remain a rental unit for Qualified Households or Individuals. The owner of the Employee Housing unit shall obtain written verification of income, asset ownership, and employment in Teton County for each Qualified Household or Individual proposing to rent an Employee Housing unit prior to such Household's or Individual's occupancy, and upon each extension or renewal of any lease therefore. The owner shall maintain such records for a period of two (2) years and make them available for review by TCHA at all reasonable times.

E. Rental Term. The Employee Housing unit shall be offered for rent in periods of not less than one (1) month and not more than six (6) months. No Employee Housing unit shall be used as a guest house or guest facility.

F. Rental Rates. The rental rates for each Employee Housing units shall not be greater than the current Fair Market Rent Assessment numbers for Teton County, Wyoming, as provided by the U.S. Department of Housing and Urban Development (HUD) and maintained by TCHA. For purposes of applying the Fair Market Rent Assessment numbers for Teton County, Wyoming published by HUD to an Employee Housing unit, a dorm-style or studio Employee Housing unit shall be considered a "studio". Notwithstanding the foregoing to the contrary, the rental rates charged by the owner may at any time be less than the applicable Fair Market Rent Assessment.

G. Preference. The owner shall be given first priority to rent the Employee Housing unit to Qualified Households or Individuals of which a member of the Household or the Individual is an employee of the owner. In the event there are no persons directly employed by the owner who qualify to rent the Employee Housing unit, then the owner may rent to any Qualified Household or Individual.

H. Vacancies. An Employee Housing unit may be vacant intermittently between tenancies to allow for proper verification, advertisement for Qualified Households or Individuals and reasonable maintenance. However, no Employee Housing unit shall be vacant for a period greater than sixty (60) days, unless authorized by TCHA. If any Employee Housing Unit remains vacant for more than sixty (60) days without approval, then TCHA shall have the right, but not the obligation to identify a Qualified Household or Individual to rent the Employee Housing Unit. Anything herein and above notwithstanding, the owner shall have the right to deny occupancy to any proposed tenant who in its reasonable discretion does not meet owner's standard for occupancy, so long as such denial does not violate Federal or state fair housing laws.

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

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

K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply with any reporting or inspection requirements as may be requested by TCHA from time to time. A signed and executed copy of all leases executed or renewed, and the employment, income and asset verification documents relating thereto, shall be made available for review by TCHA by the owner upon initial lease of a Employee Housing Unit to a Qualified Household or Individual and for each rental period thereafter. Upon reasonable notice to owner, TCHA shall have the right to inspect any Employee Housing Unit from time to time to determine compliance with these Special Restrictions.

SECTION 3. TERMINATION AND MODIFICATION OF SPECIAL RESTRICTIONS.

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

B. Modification. These Special Restrictions may be modified with the written consent of the owner of an Employee Housing Unit, TCHA and the Town of Jackson.

SECTION 4. EQUITABLE RELIEF. TCHA shall have the right of specific performance of these Special Restrictions and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such legal remedies as TCHA may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

SECTION 5. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and each Employee Housing Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, a Employee Housing Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by TCHA.

SECTION 6. NOTICES. Any notice, consent or approval which is required to be given hereunder shall be in writing and when to an owner shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner's mailing address or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to TCHA shall be in writing and given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to TCHA, P.O. Box 714, Jackson, WY

83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of notice by mailing, notice shall be deemed given when deposited in the U.S. Mail.

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

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

SECTION 9. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.

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

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

SECTION 12. INDEMNIFICATION. Each owner shall indemnify, defend, and hold TCHA and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or

injury to persons or property from any cause whatsoever on the Property or an Employee Housing Unit, or for an owner's breach of any provision of these Special Restrictions. Each owner waives any and all such claims against TCHA; provided, however, that TCHA shall remain liable for damage or injury due to the grossly negligent acts or omissions of TCHA or its agents and employees or willful or wanton misconduct.

SECTION 13. ENTIRE AGREEMENT. This Special Restrictions agreement, and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties hereto with respect to the Special Restrictions, and supersedes all prior and contemporaneous understandings, and agreements, representations and warranties, both written and oral, with respect to the Special Restrictions.

SECTION 14. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 15. SOVEREIGN IMMUNITY. Neither the Town of Jackson nor TCHA waives sovereign immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. ' 1-39-104(a) and any other applicable law.

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

DECLARANT:

[insert Name of Declarant]

[insert Name of Authorized Signer for Declarant and Title]

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20 __, the foregoing Special Restrictions for Employee Housing was acknowledged before me by _____, as _____, of _____.

Witness my hand and official seal.

(Seal)

Notary Public

[insert TOWN OF JACKSON or TETON COUNTY BOARD OF COUNTY COMMISSIONERS]:

[insert Mark Barron, Mayor or Ben Ellis, Chairman]

ATTEST:

[insert Town Clerk or County Clerk]

TETON COUNTY HOUSING AUTHORITY:

(Acknowledgement as to form)

Christine V. Walker, Executive Director

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

On the _____ day of _____, 20 __, the foregoing Special Restrictions for Employee Housing was acknowledged before me by Christine V. Walker, as the Executive Director of the Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

Notary Public

DRAFT