



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

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Town of Jackson

- Public Works/Engineering
- Building
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- Town Attorney
- Police

Joint Town/County

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- Pathways
- Housing Department

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- Planning Division

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

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- 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: November 27, 2019

Item #: P19-249

Planner: Paul Anthony

Phone: 733-0440 ext. 1303

Fax: 734-3563

Email: panthony@jacksonwy.gov

Owner:

Café G, LLC
PO Box 7372
Jackson, WY 83002

Applicant:

Cirque Consulting, George Putnam
PO Box 7775
Jackson, WY 83002

REQUESTS:

The applicant is submitting a Development Plan for the property located at 135, 175 E. Broadway Ave. legally known as, PT SW1/4SW1/4, SEC. 27, TWP. 41, RNG. 116 and PT SW1/4SW1/4, SEC. 27, TWP. 41, RNG. 116.

For questions, please call Paul Anthony at 733-0440, x1303 or email to the address shown below. Thank you.

Please respond by: November 18, 2019 (Sufficiency)
December 11, 2019 (with Comments)

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



PO Box 7775
Jackson, WY 83002 307-413-5424

November 4, 2019

Tyler Sinclair, Planning Director
Town of Jackson Planning and Building
PO Box 1687
Jackson, WY 83001

RE: Genevieve Block Development Plan Application

Dear Tyler,

On behalf of the applicant/owner, Café G, LLC, please accept this letter and the accompanying materials as a formal request for a Development Plan within the Town of Jackson for property located at 135 and 175 E. Broadway Ave.

This submittal is in accordance with the Pre-Application conference held on July 12, 2019 – P19-160 and P19-161.

Included for your review are the following:

- Check for \$2,500 – (A Fee Waiver request was previously submitted)
- Planning Application
- Letter of Authorization
- Development Plan Narrative and Findings and Appendices
- Ownership and Encumbrance Report

Please do not hesitate to contact me at (307) 413-5424 should you have any questions with this submittal. We look forward to hearing from you upon your sufficiency determination.

Sincerely,

George Putnam
Cirque Consulting, LLC



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 # _____

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

PROJECT.

Name/Description: Genevieve Block
Physical Address: 135 & 175 E. Broadway
Lot, Subdivision: Pt. SW1/4 SW1/4 Sec. 27 T41N, R117W Teton County, Wy PIDN: 22-41-16-27-3-00-010 & 22-41-16-27-3-00-009

PROPERTY OWNER.

Name: Cafe G, LLC Phone: 733-7057
Mailing Address: P.O. Box 7372 ZIP: 83002
E-mail: rlevy@jhattorneys.com

APPLICANT/AGENT.

Name: Cirque Consulting, LLC, George Putnam Phone: 307-413-5424
Mailing Address: PO Box 7775 Jackson, WY ZIP: 83002
E-mail: gputnam@cirqueconsulting.com

DESIGNATED PRIMARY CONTACT.

Property Owner Applicant/Agent

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

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	<input type="checkbox"/> Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	<input type="checkbox"/> LDR Text Amendment
<input type="checkbox"/> Administrative Adjustment	<input type="checkbox"/> Subdivision Plat	<input type="checkbox"/> Map Amendment
<input type="checkbox"/> Variance	<input type="checkbox"/> Boundary Adjustment (replat)	Miscellaneous
<input type="checkbox"/> Beneficial Use Determination	<input type="checkbox"/> Boundary Adjustment (no plat)	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Appeal of an Admin. Decision	<input type="checkbox"/> Development Option Plan	<input type="checkbox"/> 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 #: P19-160 & P19-161 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
George Putnam, Cirque Consulting, LLC
Name Printed

11/4/2019
Date
Principal
Title

LETTER OF AUTHORIZATION

Cafe G, LLC _____, "Owner" whose address is: PO Box 7372 Jackson, WY
83002

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

_____, as the owner of property
more specifically legally described as: 135 & 175 E. Broadway Ave. Pt. SW1/4 SW1/4
Section 27 T41N, R117W, 6th P.M. Town of Jackson, Teton County, Wyoming

(If too lengthy, attach description)

HEREBY AUTHORIZES Cirque Consulting, LLC, George Putnam _____ 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: Manager

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

STATE OF Wyoming _____

)

)SS.

COUNTY OF Teton _____

)

The foregoing instrument was acknowledged before me by Roddie Levy this 4th day of November, 2019.

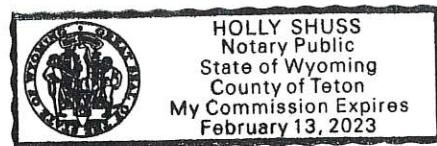
WITNESS my hand and official seal.

Holly Shuss
(Notary Public)

My commission expires:

February 13, 2023

(Seal)



Development Plan

Submittal to the Town of Jackson

**Genevieve Block
135 & 175 E. Broadway Ave.
Jackson, WY 83001**

November 1, 2019

Owner:
Café G, LLC
P.O. Box 7372
Jackson WY, 83002
307-733-7057
rlevy@jhattorneys.com

Agent:
Cirque Consulting, LLC
185 E. Hansen Ave.
Jackson, WY 83001
307-413-5424
gputnam@cirqeconsulting.com

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Project Narrative

Project Overview:

The applicant, Café G, LLC, is the recent purchaser of 135 and 175 E. Broadway (collectively referred to herein as the “Genevieve Block”). Café G, LLC purchased the Genevieve Block with other project partners achieving a historic community wide effort to preserve a significant community asset in perpetuity. To further accomplish project goals, the applicant now seeks to obtain Development Plan and subsequent Final Plat approval to formally subdivide the existing two parcel property into six (6) lots. The six lots will consist of individual lots around the historic properties (currently occupied by Café Genevieve, Persephone Bakery, and Healthy Being Juicery), a lot to be permanently protected as greenspace, and two lots for future development in the SE and NW corners of the Genevieve Block.

The first step in this process was a request to the Town of Jackson for a Zoning Map Amendment on portions of the property from Urban Commercial (UC) to Downtown Core (DC). The requested amendment to the Zoning District Map was approved by the Town Council on September 3rd, 2019 as Ordinance 1239 for 135 E. Broadway Ave. and Ordinance 1240 for 175 E. Broadway Ave. A map of the resulting zoning is attached as **Appendix A**.

A conservation easement held by the Jackson Hole Land Trust was placed on portions of the Genevieve Block concurrently with the recent purchase by the applicant. The Easement is attached as **Appendix B**. The Conservation Easement preserves in perpetuity the conservation values of the greenspace on the property and outlines limitations and extinguishes and reserves certain development rights on the subject property.

This development permit will allow division of the land into six separate ownership lots and confirm and allocate certain development rights among the new lots.

Existing Conditions:

According to the most recent deeds, the property currently consists of two adjacent unplatteed parcels – 135 E. Broadway (1.38 acres) and 175. E Broadway – (0.46 acres), bounded by E. Broadway Ave on the south, Deloney Ave. on the north and N. Willow Street on the east. The west property line of the Genevieve Block is bordered by two lots with commercial use.

Historically, the Genevieve Block served as the residential homestead of the Van Vleck family and the development patterns reflect the converted use of original structures within the context of a gradual conversion to commercial use over the years.

The west parcel, 135 E. Broadway, is occupied by six commercial businesses, located in individual stand-alone buildings. Two of these businesses have primary frontage on Deloney Ave. and four have primary frontage off of Broadway. Vehicular back-of-house access is provided by access points off of Broadway and Deloney Ave. The existing commercial

buildings are small in scale compared to adjacent commercial development to the south and west and range in size from approximately 2,300 sf. to 800 sf. Significant portions of the property are currently gravel access, parking areas, and lawn/landscaping around mature trees.

The east parcel, 175 E. Broadway, has a single structure approximately 2,400 sf in size currently used as a residential rental on the southern portion of the property accessed from Broadway. Prior use of this structure over the years has included office and retail use. The northern half of the 175 E. Broadway parcel is open undeveloped land, including maintained lawn and landscaping with mature trees, and is bisected by an exposed section of the Cache Creek stormwater channel.

Proposed Development:

In accordance with Town of Jackson land development regulations, the applicant is pursuing development plan approval to allow subdivision of the existing two parcel property into a total of six (6) lots – net four (4) new lots. (see the Site Plan attached as **Appendix C**).

Development of future Lot 2 (Café Genevieve), Lot 3 (Persephone), Lot 5 (Healthy Being Juicery), and Lot 6 (fka “Pillowfluffer” former office, retail and current residential rental) will be governed by UC Zoning standards according to Section 2.2.10 of the LDRs.

DC Zoning will govern development of proposed Lot 1 and will allow three existing businesses to remain until the current or future owner desires to develop all or any portion of Lot 1 in accordance with DC zone specific standards and utilizing the additional floor area allocated to Lot 1 through this development permit and consistent with the Jackson Hole Land Trust Conservation Easement.

The Jackson Hole Land Trust Conservation Easement eliminates development on proposed Lot 4 and protects the greenspace near the structures on Lots 2, 3, 5 and 6 and a portion of proposed Lot 1.

The following development plan will formally recognize and allocate existing parking credits, FAR, sewer tap connections/fees and workforce housing credits and exemptions to proposed lots that will accommodate existing and future uses of the property in accordance with zone specific standards. Infrastructure planning, including utility locations, easements, utility and service access and stormwater connectivity is shown in the Construction Documents attached as **Appendix D**.

The applicant proposes that concurrently with Final Plat approval and recording, allocations of development rights be memorialized in a document to be recorded with the Office of the Clerk of Teton County to notify future owners of approved allocations set forth in this Development Plan.

Findings for Approval

The following six findings for Development Plan approval can be made as follows:

1. Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan;

Complies. The proposed project lies within District 2: Town Commercial Core, articulated in the Illustration of Our Vision chapter of the Comprehensive Plan and as further identified within Sub Area 2.3 Downtown, and Sub Area 2.6 Mixed use Office Residential. The proposed development plan will support and promote a vibrant mixed-use pedestrian friendly environment where Downtown Core Zoning provides predictable guidance for streetscapes, pedestrian frontages, building frontages and parking. The project further allows realization of desired character-defining building bulk and scale, architectural form, pedestrian sidewalk and greenspace characteristics. Preserving the historical and cultural landscape of Jackson for future generations is a stated goal of the Comprehensive Plan (Jackson/Teton County Comprehensive Plan 2012 - Policy 4.5.a). This goal is realized with the recordation of the attached Jackson Hole Land Trust Conservation Easement, and the Development Permit to be considered herein.

2. Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable;

Complies. The properties do not lie within either the Natural Resource Overlay (NRO) or Scenic Resources Overlay (SRO);

3. Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMS facilities;

Complies. The project does not propose any additional physical development on the subject property at this time and will have no further impacts to police, fire and EMS facilities. Currently there are six individual commercial businesses and one residential rental use on the properties that all have individual connections to the Town of Jackson water distribution and wastewater collection systems. The proposed development plan will consolidate several sewer connections within the project to reduce connection points to the Town wastewater system. The existing uses lie within the downtown parking overlay and have acknowledged parking credits by the Town of Jackson as well as significant adjacent on-street parking. There is no new residential development proposed so there is no impact to schools and parks.

4. Complies with the Town of Jackson Design Guidelines, if applicable;

Complies. No physical development is proposed with this development permit application. All future development shall comply with Zone specific standards for Design Guideline compliance.

5. Complies with all relevant standards of these LDRs and other Town Ordinances;

Complies. As fully articulated within the details of this application, the proposed development of the subject property into six lots complies with all relevant standards of the Land Development Regulations (LDRs) as they stand as the implementation, in regulatory form, of the stated vision and desires of the Jackson/Teton County Comprehensive Plan adopted May 2012.

Further, the completed rezone to Downtown Core is consistent with other adopted Town Ordinances as included in The Municipal Code adopted by the Town Council through and including Ordinance No. 1227, dated April 2019.

6. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

Complies. The subject property has never been previously subdivided or received any applicable development permits or approvals related to the proposed subdivision of the parcels into six (6) individual lots.

Development Program

The following Development Program contemplates specific physical development and use standards as governed by current Town of Jackson zoning that will govern the Genevieve Block project. Broadly considered, the Town of Jackson LDRs organizes zoning within the town as Complete Neighborhood Zones and further recognizes individual zone districts under two types of Complete Neighborhood Zones; Complete Neighborhood *Legacy* Zones and Complete Neighborhood *Character* Zones according to LDR Section 2.1, *All Complete Neighborhood Zones*. In accordance with the current zone district map for the Genevieve Block, proposed Lot 1 and a portion of Lot 4 falls within the DC: Downtown Core, Complete Neighborhood Character Zone and Lots 2, 3, part of Lot 4, Lot 5 and Lot 6 lie within the UC: Urban Commercial Complete Neighborhood Legacy Zone.

Future development of Lot 1 will be subject to Downtown Core (DC) Complete Neighborhood Character Zone specific standards relating to lot standards, bulk standards, and form standards as defined in LDR Section 2.2.10 B *Physical Development*. Additional form standards will apply to Lot 1 according to LDR Section 2.2.1 *Rules Applicable to All Complete Neighborhood Character Zones A. Form Standards* related to streets, pedestrian frontages, building frontages and parking.

Zone specific standards for proposed Lots 2, 3, part of Lot 4, Lot 5 and Lot 6 are included under LDR Section 2.3.2 *Urban Commercial (UC)* Complete Neighborhood Legacy Zone with landscape surface ratio (LSR) and Structure setbacks further shown in Table A.

In addition to existing zone-specific standards according to DC and UC zone LDRs, development of the Project will be in accordance with allocations as provided in this Development Plan for Floor Area/ Scale of Development, Parking, Affordable Workforce Housing, and Utility Connections as further defined below.

Table A. Genevieve Block Development Program											
Proposed Development:											
	Gross Site Area ¹	Zone District	Existing Site Development sf.	LSR Min. per Zone	Total LSR Proposed ² ³	Street Setback ³	Side Setback ³	Rear Setback ³	Max Height ³	Max Stories	Max Lodging Overaly Stories
Lot 1	28,270	DC			See LDR Section 2.2.10.B.1 <i>Lot Standards</i>						
Belle Cose											
Garden Home Design											
Susan Fleming Workshop											
Lot 2	6,562	UC	5,617	0.10	0.14	0'	0'	0'	35'	2	3
Café Genevieve											
Lot 3	6,411	UC	4,534	0.10	0.29	0'	0'	0'	35'	2	3
Persephone											
Lot 4	22,475	UC/DC	0		N/A	N/A	N/A	N/A	N/A	N/A	N/A
Greenspace from 135 & 175 E. Broadway											
Lot 5	6,470	UC	1,851	0.10	0.70	0'	0'	0'	35'	2	3
Healthy Being Juicery											
Lot 6	10,000	UC	3,610	0.10	0.64	0'	0'	0'	35'	2	3
Pillowfluffer											
Total:	80,188										

Table A. Notes:

¹ Represents square feet as determined by 2019 field survey by Y2 Consultants. Gross Site Area = Base Site Area for this site.

² Total proposed site development this project including existing buildings, decks and hardscapes

³ Per LDR Section 2.3.2.B.1 Structure Location and Mass for "Other Principal Use" (not Detached Single Family)

Physical Development

Physical Development for Lots 1-6 shall be governed by Zone specific standards according to UC Zone LDR Section 2.3.2.B *Physical Development* and DC Zone LDR Section 2.2.10.B *Physical Development* subject to the following:

Environmental Standards

Natural Resource Setbacks: Because the Town plans to relocate the existing Cache Creek stormwater channel on the property into the "Cache Creek Tube" (see Town of Jackson Cache Creek Tube Phasing Plan attached as **Appendix E**) there is no setback required from the channel.

Maximum Floor Area / Scale of Development

The two existing parcels may be developed as a single site Pursuant to Section 9.5 of the LDRs. A vital component of the project for all participants, including the Jackson Hole Land Trust, is the restriction of floor area on certain parts of the property, the extinguishment of certain floor area and the allocation of remaining floor area to the designated development areas within the site.

Floor area allowed in UC and DC zone districts is established as a floor area ratio (FAR) of 1.3 or a total of 104,244 sf. for the site. The existing allowed floor area per proposed lot based on a 1.3 FAR and the proposed allocation of floor area is shown in Table B. The Jackson Hole Land Trust Conservation Easement operates to extinguish a total of 37,356 sf. of the maximum allowed floor area, which may not be utilized on the overall site. Therefore, the maximum floor area on the entire site is 66,888 sf. (Total allowed less extinguished.)

Table B. recognizes the extinguished floor area and allocation of floor area per proposed lot. Maximum floor area allocated is intended to be the maximum habitable floor area, not including basement floor area as defined in Section 9.5.B of the LDRs. It is the desired intent that with Development Plan approval and Final Plat recordation, floor area allocations defined in Table B. shall be used for future development permits submitted to the Town of Jackson, and specifically, Lots 2, 3, 5 and 6 have a set maximum floor area, and Lot 4 has zero floor area, all consistent with the JHLT Conservation Easement. Any future increases allowed by zoning or bonus square footage through various regulations shall not be allowed on Lots 2, 3, 4, 5 or 6. The JHLT Conservation Easement does not operate to extinguish any floor area on Lot 1 and allows the allocation of the remaining floor area on the site to Lot 1. Therefore, any allowances and bonuses available in the LDRs may be utilized by Lot 1. Lot 1 shall be allocated a minimum habitable, above-ground floor area of 52,000 square feet through this development plan.

Table B. Notes:

¹ Represents square feet as determined by 2019 field survey by Y2 Consultants. Gross Site Area = Base Site Area for this site

² UC and DC Zone Districts FAR = 1.3

³ Lots 2 & 3 are allocated an additional 150 sf. over existing, Lot 5 is allocated an additional 500 sf. over existing

⁴ Lot 4 is allocated 0 sf. of floor area. A total of 37,356 sf. of floor area was extinguished under the terms of the recorded Conservation Easement

Table B. Floor Area Allocation Detail Table

Existing Floor Area:

	Gross Site Area ¹	Floor Area Existing ¹	FAR Max (1.3) ²	
135. E Broadway	60,197.60		78,257	
Belle Cose		2,294		
Garden Home Design		812		
Susan Fleming Workshop		811		
Café Genevieve		1,722		
Persephone		1,189		
Heathy Being Juicery		1,177		
175. Broadway	19,990.10		25,987	
Pillowfluffer		2,467		
Total:	80,187.70	10,472	104,244	

Proposed Floor Area Allocation:

	Gross Site Area ¹	Floor Area Existing ¹	FAR Max (1.3) ²	Max Floor Area Proposed ^{3,4}
Lot 1	28,270		36,751	52,000
Belle Cose		2,294		
Garden Home Design		812		
Susan Fleming Workshop		811		
Lot 2	6,562		8,531	1,872
Café Genevieve		1,722		
Lot 3	6,411		8,334	1,339
Persephone		1,189		
Lot 4	22,475		29,218	37,356
Greenspace from 135 & 175 E. Broadway				
Lot 5	6,470		8,411	1,677
Healthy Being Juicery		1,177		
Lot 6	10,000		13,000	10,000
Pillowfluffer		2,467		
Total:	80,188	10,472	104,244	104,244

Allowed Uses and Use Standards

Allowed Uses

Allowed uses for proposed Lots 1-6 shall be in accordance with Zone specific standards included in the LDRs for DC: Downtown Core, in Section 2.2.10.C.1 and UC: Urban Commercial, in Section 2.3.2.C.1. All existing uses conform to the current Zoning applicable to the site.

Parking Standards

Required parking for proposed Lots 1-6 shall be in accordance with Zone specific standards included in the LDRs for DC: Downtown Core, in Section 2.2.10.C.2 and UC: Urban Commercial, in Section 2.3.2.C.2. Additional provisions within UC and DC zone specific standards for nonresidential and nonlodging parking are applicable to Proposed Lots 1-6 in accordance with LDR Sections 2.2.10.E.1 and Section 2.3.2.E.5. The subject property has legacy uses with associated parking credits and paid parking fee-in-lieu that this application seeks to formally recognize and allocate to proposed lots within the subdivision as detailed in Table C. – Parking Allocation Table. Existing Parking Credits and Fee-In-Lieu calculations are based on the 2005 Town of Jackson Parking Credit Table reflecting 1988 uses and from individual permit applications for uses on the subject property.

See Table C. on following page.

Table C. Parking Allocation Table**Existing Parking Summary:**

	Floor Area Existing	2019 Use	Required Parking by use ¹	On Street Parking Spaces ²	TOJ Parking Credits ^{3 4}	Parking Fee-in Lieu ⁵	Total Proposed per Lot
135. E Broadway				33			33
Belle Cose	2,294				8.81	7	15.81
Garden Home Design	812						
Susan Fleming Workshop	811						
Café Genevieve	1,722				27.64	20	47.64
Persephone	1,189						
Heathy Being Juicery	1,177				4.71		4.708
175. Broadway				5			5
Pillowfluffer	2,467				6.43	2.38	8.81
Total:	10,472			38	47.59	29.38	114.97
Parking Allocation:							
	Floor Area Existing	2019 Use	Required Parking by use ¹	On Street Parking Spaces ²	TOJ Parking Credits ^{3 4}	Parking Fee-in Lieu ⁵	Total Proposed per Lot
Lot 1					16.59	27	60.59
Belle Cose	2,294	Retail	2.29	3			
Garden Home Design	812	Retail	0.81	5			
Susan Fleming Workshop	811	Retail	0.81	5			
Lot 2					13		17
Café Genevieve	1,722	Restaurant	11.53	4			
Lot 3					7		12
Persephone	1,189	Retail	0.59	5			
Lot 4							2
Greenspace from 135 & 175 E. Broadway				2			
Lot 5							16
Healthy Being Juicery	1,177	Retail	1.18	5	11		
Lot 6							7.38
Pillowfluffer	2,467	Residential	2.00	5		2.38	
Total:	10,472		19	34	47.59	29.38	114.97

Table C. Notes:

¹ Café Genevieve required restaurant/bar parking based on 145 sf. bar area and 1,002 sf. dining area

² 135 E. Broadway Parcel Adjacent On-street Parking 10 spaces Deloney + 23 spaces Broadway
175 E. Broadway Parcel Adjacent On-street Parking 2 spaces Deloney + 3 spaces Broadway

³ Parking Credits per 2005 Town of Jackson Parking Credit Table based on 1988 use

⁴ Healthy Being - blank credit in Town table - calculated rate at 1/250sf - per table for office use
= 4.71 spaces

⁵ Cafe Genevieve Parking fee-in-lieu for 20 restaurant seats paid in 1990 (deck seats)
“Pillowfluffer” fee-in-lieu paid in 2003

Loading Standards

In accordance with DC Zone LDR Section 2.2.10.E.2 and UC Zone LDR Section 2.3.2.E.6, the applicant is proposing a dedicated loading zone adjacent to the north property line of proposed Lot 4 in E. Deloney Ave. Lots 1-6 will have access to this loading zone via the proposed utility and service easement provided as shown on the attached Site Plan. In consideration of the dedicated loading zone, no on-street parking credits have been recognized or allocated for this area.

Affordable Workforce Housing

Required future affordable workforce housing for proposed Lots 1-6 shall be in accordance with Zone specific standards included in the LDRs for DC: Downtown Core, in Section 2.2.10.C.2 and UC: Urban Commercial, in Section 2.3.2.C.2 and in accordance with Division 6.3 Affordable Workforce Housing Standards, as the same may be amended by the Town of Jackson.

Per LDR Section 6.3.2.C.3 Historic buildings are exempt from all Div. 6.3 Affordable Workforce Housing standards and a doubling of floor area elsewhere on the site is also exempt (historic bldg. bonus).

Table D. Workforce Housing Allocation Table lists existing employee-generating development that pre-dated December 18, 1995, or the use associated with the highest affordable workforce housing requirement since that date, and represents the equivalent required affordable housing units per use according to the Workforce Housing Calculator and LDR Section 6.3.3.A. Table D further recognizes existing historic buildings and affordable unit equivalents that qualify for workforce housing “exemptions” per Section 6.3.2.C.3. and allocates recognized affordable units based on existing uses to specific lots within the proposed project. Future development of proposed Lots 1-6 will recognize and benefit from allocated affordable units credits in the amounts documented in Table D.

Table D. Workforce Housing Allocation Table

	Existing Floor Area	1995 / Highest Use Requirement ¹	Existing Employee Generating Development ²	Historic Building Exemption ³	Total Existing Affordable Units per Use	Prior Fee-in-Lieu Paid ⁴	Proposed Allocation of Affordable Units ^{5 6 7}
Lot 1							6.897
Belle Cose	2,294	Retail	0.990		0.990		
Garden Home Design	812	Retail	0.350		0.350		
Susan Fleming Workshop	811	Retail	0.350		0.350		
Lot 2							
Café Genevieve	1,722	Restaurant/bar	2.062	2.062	4.124		0.180
Lot 3							
Persephone	1,189	Retail	0.513	0.513	1.026		0.180
Lot 5							
Healthy Being Juicery	1,177	Retail	0.508	0.508	1.016		0.599
Lot 6							
Pillowfluffer	2,467	2016 sf Office	0.995		1.190	0.1495	1.340
		451sf Office	0.195				
Total:	10,472		5.963	3.083	9.046	0.1495	9.196

Table D. Notes:

¹ Per Section 6.3.2.A.1 buildings in existence prior to 12/18/95 or highest affordable workforce housing requirement

² Affordable Units per Workforce Housing Calculator by Use applied to existing floor area of recognized employee generating development

³ Per Section 6.3.2.C.3 Historic buildings are exempt from all Div 6.3 Affordable Workforce Housing standards and a doubling of floor area elsewhere on the site is also exempt (historic bldg. bonus)

⁴ 0.1495 1 BR/ Studio Units @ 1.45 pers/unit per Affordable Workforce Housing Worksheet Fee-in-lieu paid in 2003 for .2168 persons

⁵ Proposed allocation of recognized Employee Generating Units and Historic Exemption bonus units to new lots

⁶ Lots 2, 3, & 5 are allocated units to correspond with the additional floor area for each lot contemplated in Table B for restaurant/bar use

⁷ Allocation of 6.897 units to Lot 1 shall be unrestricted to future use

Maximum Scale of Use

Maximum scale of use shall for the project shall be determined through Zone specific standards according to DC Zone LDR Section 2.2.10.C.1 for Lot 1 and UC Zone LDR Section 2.3.2.C.3 for Lots 2, 3, 5, and 6.

Operational Standards**Outside Storage**

In accordance with DC Zone LDR Section 2.2.10.C.3, Outdoor Storage and Freestanding Storage Units are prohibited on proposed Lot 1. Outdoor storage is prohibited on Lots 2-6 in accordance with UC Zone LDR Section 2.3.2.C.4 and as further outlined in Section 2.3.2.E.3 Open Storage.

Refuse and Recycling

Trash and recycling enclosures for proposed Lots 1-6 shall be required in accordance with Zone specific standards for UC and DC Zoning and according to Section 6.4.2 Refuse and Recycling standards.

Development Options and Subdivision

Subdivision

The option to subdivide property by land division is allowed for lands within the UC – Urban Commercial and DC – Downtown Core Town Character Zones in accordance with LDR Section 7.2.1. Minimum lot size in both UC and DC zones is 5,000 sf. The proposed lots comply with this standard and range from 6,411 sf. to 28,270 sf.

The subdivision of land is subject to Subdivision Improvement standards according to LDR Section 7.2.2.A.1. which shall be memorialized in a Subdivision Improvement Agreement approved concurrently with the Final Plat. The proposed division of the Genevieve Block into six (6) lots will provide appropriate improvements to comply with stated Town requirements including sidewalks, utility and service access, connection to the Town of Jackson community wastewater treatment system, connection to the Town of Jackson community water supply system, storm drainage system, underground utilities for telephone, cable TV electric and gas services.

The applicant intends for all water supply and wastewater lines within the project to remain privately owned and maintained until the point of connectivity with the Town of Jackson water and sewer mains located in E. Deloney Ave. and E. Broadway Ave. in accordance with utility easements to be recorded contemporaneously with the Final Plat.

Infrastructure

Transportation Facilities

Vehicular access to Town streets is proposed for residential and non-residential uses, in accordance with LDR Standards 7.6.2, and recognizes E. Broadway Ave., E. Deloney Ave. and N. Willow St. as collector roads having posted speeds of 25 miles per hour or less. As allowed by standards under LDR Section 7.6.3.A, and consistent with the conservation values of the property and in recognition of the narrow depth of the block, no streets or alleys are proposed within the site. Limited vehicular access will be provided solely for the purposes of garbage removal and sewer maintenance for Lots 2, 3, 5, and 6. As reflected on the attached Construction Drawings.

Required Utilities

Lots 1-6 will be provided Potable Water Supply and Sanitary Sewer Systems designed in accordance with LDR Standards in Sections 7.7.2 and 7.7.3 to allow connection to the Town of Jackson water supply and wastewater treatment facilities as shown on the included Genevieve Block project Utility Plans. There are existing water and sewer utility connections to the Town facilities for the seven existing structures on the site. It is the intent of the applicant that credit for these existing connections be applied to proposed Lots 1-6 within the current service levels and wastewater capacities as noted in Town records and as noted in Table E. below.

Table E. Water and Sewer Connection Table					
	Existing Floor Area	2019 Use	Existing Sewer Connection	Additional connection fee paid	Existing Water Meter
Lot 1					
Belle Cose	2,294	Retail	1		3/4"
Garden Home Design	812	Retail	1		3/4"
Susan Fleming Workshop	811	Retail	1		3/4"
Lot 2					
Café Genevieve	1,722	Restaurant	1	20 seats ¹	3/4"
Lot 3					
Persephone	1,189	Retail	1	24 seats ²	3/4"
Lot 5					
Healthy Being Juicery	1,177	Retail	1	17 seats ³	3/4"
Lot 6					
Pillowfluffer	2,467	Residential	1		3/4"
Total:	10,472		7		7

Table E. Notes:

¹ Sewer Fees for 20 deck seats paid in 1990

² Sewer Fees paid in 2013 for 20 seats, 358 sf "non-fixed seats" for restaurant assessment

³ Sewer Fees paid in 2013 & 2014 for 17 seats for "prepackaged paper service"

The applicant will comply with Wyoming State Statutes with respect to appropriate treatment of any appurtenant record water rights prior to Final Plat recordation.

Nonconformities

In accordance with LDR Division 1.9, there are no nonconforming uses on the subject property.

There are no new physical development non-conformities created as a result of this development permit and subsequent Final Plat. The existing structure (Pillowfluffer building) on 175 E. Broadway currently lies on the west parcel boundary line and is non-conforming with the 5' side setback in the UC-Zone the proposed boundary line adjustment of this parcel line to create proposed Lot 6 does not increase the existing non-conformity.

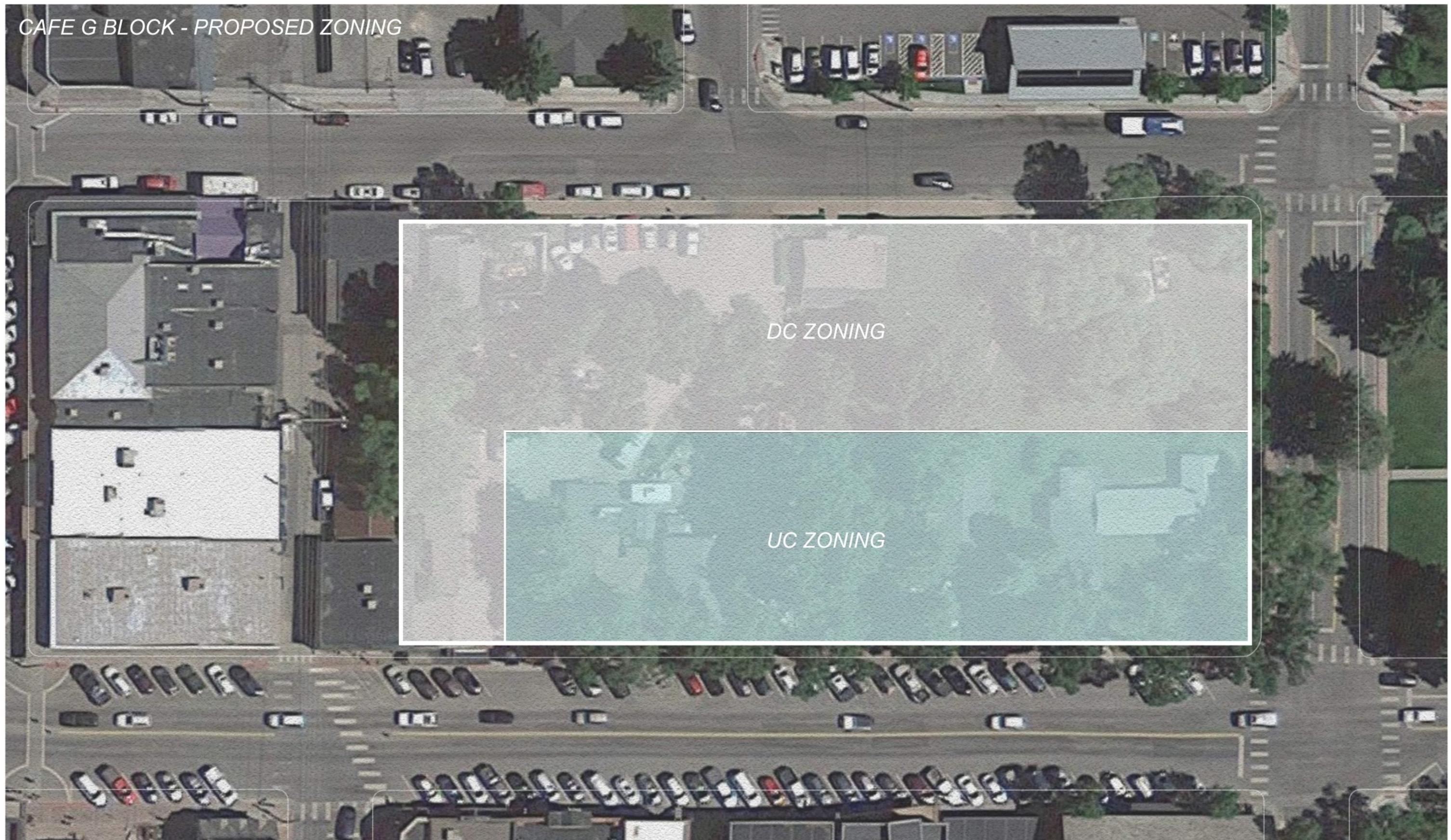
Other known physical development non-conformities in the form of trash enclosures, storage sheds and parking setbacks from E. Deloney Ave. will be addressed prior to Final Plat recordation or as contemplated in an approved Subdivision Improvement Agreement for the project.

There are known encroachments into E. Deloney Ave. from existing improvements on Lot 1 and into E. Broadway Ave. from existing improvements on Lots 1, 2, & 3 that will be addressed in encroachment agreements developed with the applicant and the Town Attorney to be approved by the Town Council concurrently with Final Plat. Existing encroachments onto the site crossing the west property boundary of Lot 1 have been addressed in those encroachment agreements recorded as Document Nos. 0975460 and 0975461 recorded in the Office of the Clerk of Teton County, WY.

Appendices

- A. Zoning Map
- B. Jackson Hole Land Trust Conservation Easement
- C. Site Plan
- D. Construction Documents
- E. Town of Jackson “Cache Creek Tube” Phasing Plan

CAFE G BLOCK - PROPOSED ZONING



SAVE GENEVIEVE
HISTORIC COMMUNITY GREENSPACE

Appendix A.

Jackson Hole Land Trust
CONSERVATION AND GREENSPACE EASEMENT
PIDN #: 22-41-16-27-3-00-010, 22-41-16-27-3-00-009

This Conservation and Greenspace Easement ("Conservation Easement" or "Easement") is entered into this 16th day of August, 2019 (the "Effective Date"), by and between Café G, LLC, a Wyoming limited liability company (the "Grantor" or "Landowner") and the Jackson Hole Land Trust, a Wyoming non-profit corporation, with the address P.O. Box 2897, Jackson, Wyoming 83001 (the "Grantee" or "Trust"). The Grantor and the Grantee are sometimes referred to in this Conservation Easement as the "Party" or the "Parties."

A. RECITALS

1. Grantor is the owner in fee simple of real property in the Town of Jackson, Wyoming, consisting of two parcels totaling approximately 1.84 acres in size, more particularly described in **Exhibit A-1** and depicted on **Exhibit B** attached hereto and by this reference incorporated herein (the "Genevieve Block"). The Genevieve Block was developed early in the Town of Jackson's history and has stayed mostly intact, providing a unique cultural landscape and telling a story that spans more than a century. The Genevieve Block is a blend of community green space shaded with mature trees, historic structures and commercial properties. The Parties are entering into this Easement at the culmination of a collaborative effort to purchase the Genevieve Block and preserve its cultural landscape and community green space.
2. The Grantee is a Wyoming non-profit corporation, and a charitable organization recognized under Sections 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code of 1986, as amended (the "Code"). The mission of Grantee is to protect and steward the treasured landscapes of Northwest Wyoming, in order to leave a legacy of protected open spaces, wildlife habitat, working lands and community spaces across Northwest Wyoming that inspire current and future generations. The Grantee is qualified to acquire and hold conservation easements under Section 170(h)(3) of the Code. Grantee is authorized to hold conservation easements pursuant to the provisions of the Wyoming Uniform Conservation Easement Act, Wyo. Stat. Ann. Sections 34-1-201 through 34-1-207 (the "Act").
3. Grantor wishes to convey to Grantee, and Grantee wishes to accept from Grantor, this Conservation Easement over the portion of the Genevieve Block described on **Exhibit A-2** and depicted on **Exhibit B** (the "Property") for the "Conservation Purposes" of (i) permanently preserving the Conservation Values (as defined below) of the Property, and (ii) restricting the use of the Property to those uses that are consistent with preserving the Conservation Values in order to preserve and protect the Conservation Values in perpetuity.
4. The Property has the following conservation values (the "Conservation Values"):

- a. The Property provides open space (i) pursuant to a clearly delineated Federal, state, or local governmental conservation policy and (ii) for the scenic enjoyment of the general public and will yield a significant public benefit, within the meaning of Code Section 170(h)(4)(A)(iii) and Sections 1.170A-14(d)(1)(iii) and (iv) and 1.170A-14(d)(4) of the Treasury Regulations promulgated under the Code (the "Regulations"). Specifically:
 - i. This Easement is consistent with the policies in the Jackson/Teton County Comprehensive Plan (adopted May 8, 2012) for the Downtown/Town Commercial Core zone in which the Property is located. In particular, Policy 4.2(c) and Policy 4.5(a) call for vibrant walkable mixed-use areas, enhanced pedestrian amenities and connectivity to support a vibrant and walkable downtown core, gathering places in public and private developments, and the preservation of cultural and historic sites.
 - ii. This Easement provides open space for the scenic enjoyment of the general public because development of the Property would impair the scenic character of the local urban landscape and would interfere with a scenic panorama that can be enjoyed from historic structures and areas around the Property that are open to and utilized by the public. The Parties understand that evaluating "scenic enjoyment" according to Regulations Section 1.170A-14(d)(4)(ii), requires consideration of all pertinent facts and circumstances germane to Grantor's conveyance, including, among others, (a) the compatibility of the Property's current land use with other land in the vicinity, (b) the degree of contrast and variety provided by the visual scene, (c) the openness of the land, (d) relief from urban closeness, (e) the harmonious variety of shapes and textures and (f) the degree to which the land use maintains the scale and character of the urban landscape to preserve open space, visual enjoyment and sunlight for the surrounding areas.
 - iii. By conserving the Property as open space pursuant to the clearly delineated governmental conservation policy listed above, and for the scenic enjoyment of the general public, the Parties intend this Easement to yield a significant public benefit and do not intend this Easement to permit a degree of human intrusion or future development that would interfere with the essential scenic and historical quality of the land or the governmental conservation policy that is being furthered by Grantor's conveyance.
- b. The Property provides a unique greenspace in an urban setting complete with grass and mature shade trees. The Property is valued as convenient and natural gathering spot for community members and visitors to the area.

5. The specific Conservation Values of the Property are documented in an inventory report (the "Inventory"), which shall be kept on file at the offices of the Grantee, which Inventory, the Parties agree, provides an accurate representation of the Property as of the date of this Easement, and which is intended to serve as an objective baseline for monitoring compliance with the terms of this Easement.
6. Certain terms used herein have the respective meanings set forth in Article D of this Conservation Easement.

In consideration of the foregoing Recitals (which are incorporated into this Conservation Easement), the purchase price paid for this Easement by the Grantee to the Grantor in the form of Grantee's contribution to the purchase price of the Property, the mutual promises and covenants contained in this Conservation Easement, and other good and valuable consideration contained in this Easement, the Parties agree as follows:

B. THE CONVEYANCE

1. Conveyance of Conservation Easement. Grantor voluntarily, irrevocably and unconditionally grants, sells and conveys to the Grantee this Conservation Easement on the Property, pursuant to the provisions of the Act, and as a "qualified conservation contribution" within the meaning of the Code and accompanying Regulations, for the Conservation Purposes, on the terms described below. This Conservation Easement shall be enforceable by the Grantee in perpetuity, and shall bind the Grantor in perpetuity.
2. Mutual Consideration. This Conservation Easement irrevocably conveys a real property interest in the Property to the Grantee. In exchange, the Grantee agrees to monitor the use of the Property and to enforce the restrictions on the use of the Property imposed by this Conservation Easement in perpetuity. The Parties recognize that acceptance of the responsibility to monitor and enforce such restrictions represents a substantial commitment of resources by the Grantee.
3. Conservation Easement is a Real Property Right. This Conservation Easement conveys from the Grantor to the Grantee certain property rights in the Property. These rights are defined by the list of reserved and prohibited uses below. By limiting the future use of the Property, the parties intend to permanently protect the Conservation Values of the Property for the benefit of the public.
4. No Public Dedication. Nothing contained within this Easement is intended to be a public dedication of the Property, in whole or in part.
5. Possession and Control. The Grantor shall have the sole possession, control, and use of the Property, except for the rights of the Grantee to monitor the Property and to enforce the provisions of this Conservation Easement.
6. Restrictions to Run With the Land. The parties intend that the restrictions on the future use of the Property imposed by this Conservation Easement shall run with the land, and bind all

future owners of the Property and any portion thereof, and that this Conservation Easement shall be enforceable by the Grantee in perpetuity.

7. Limited Warranty of Title. Grantor is purchasing and taking title to the Property on the same day Grantor is granting this Conservation Easement. As such, the Grantor warrants the following solely for the period of time in which Grantor has owned the Property (a) that it is currently lawfully seized of an indefeasible estate in fee simple in and to the Property, and has a good right and power to convey this Conservation Easement; (b) that the Property is currently free from all encumbrances except for matters of record in the Teton County Clerk's Office that are currently legally enforceable and lease rights of existing tenants listed on **Exhibit C** attached hereto; (c) that the Grantee, and its successors and assigns in title to the Conservation Easement, shall have the quiet and peaceful possession of this Conservation Easement. The Grantor warrants that it will defend the title to the Property, and its right to convey this Conservation Easement against all persons who may claim title by, through or under Grantor and no other, or challenge Grantor's right to make this conveyance but only for claims that originate in the period of time in which Grantor has owned the Property and only to the extent Grantor is covered by title insurance for such claims. The Grantor further warrants that there are no known mortgages, liens, encumbrances, or other matters of record affecting the Property that would prevent the Grantee from enforcing the terms of this Conservation Easement.

C. EASEMENT TERMS

1. Rights of the Grantee.

The affirmative rights conveyed to the Grantee by this Conservation Easement include the following:

1.1. The Right to Preserve the Conservation Values. The Grantee shall have the right to identify, preserve and protect in perpetuity the Conservation Values, and to advance the Conservation Purposes, subject to the terms of this Conservation Easement. Nothing in this section shall be deemed to give to the Grantee the right to expand the Conservation Values beyond those defined herein or in the Inventory.

1.2. The Right to Enter. The Grantee shall have the right to enter the Property in order to monitor the use of the Property, and to enforce compliance with the terms of this Conservation Easement. The Grantee's right to enter the Property shall not be exercised in a manner that unreasonably interferes with the uses of the Property that are consistent with the terms of this Easement. Prior to any entry upon the Property the Grantee shall give a minimum of twenty-four (24) hours written notice to at least one of the then owners of the Property or the applicable portion thereof, subject to the provisions of Section 1.3.

1.3. Access Without Notice. No notice to any Grantor shall be required if (i) the Grantee reasonably determines that immediate entry on the Property is essential to prevent, or mitigate, a violation, or threatened violation, of this Conservation Easement, or (ii) if the then owner of the Property has not provided the Grantee with an address to which such notice can

be provided. In the event of such entry without notice, the Grantee shall limit its actions to those necessary to prevent, or mitigate, the violation, and the Grantee shall provide to the Grantor a written explanation of the need for such entry and the actions taken as soon as reasonably practical.

1.4. Remedies. The Grantee shall have the right to stop any activity on, or use of, the Property that violates the terms and/or Conservation Purposes of this Conservation Easement, and to enforce the restoration of such areas, or features, of the Property that may be damaged by any such activity, or use, and to seek and recover damages and costs, as provided in this document.

1.5. Right to Plan, Improve and Maintain Greenspace Lot and Development Lot Greenspace. Following the Effective Date, it is the intent of the Grantor to ultimately convey the Greenspace Lot portion of the Property as the same is depicted and labeled as "Greenspace Lot" on the attached **Exhibit B** (the "Greenspace Lot") to Rendezvous Lands Conservancy, a Wyoming nonprofit corporation that is a supporting organization of Grantee ("RLC"). Until such conveyance, the Grantee shall have the right to undertake planning, design, improvement and maintenance of the Greenspace Lot at its sole cost and expense. Furthermore, the Grantee and RLC shall have the right to undertake planning, design, improvement and maintenance of the Development Lot Greenspace at any time following the Effective Date. The Grantee agrees to undertake such efforts in coordination with the Grantor and to provide advance written notice of any improvements for the purpose of limiting disturbance to existing businesses on the Property. Any such plans and improvements shall be specifically subject to the rights of tenants listed in **Exhibit C** hereto.

2. Limitation on Grantee's Rights.

2.1. Causes Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to, or change in, the Property, resulting from causes beyond the Grantor's control, including acts of trespassers, the unauthorized wrongful acts of third persons; natural changes such as climate, fire, flood, storm, earth movement, and tree disease; government action or changes to laws, regulations, or administrative policies; or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from any such causes.

3. Rights Reserved by the Grantor.

The following uses, properly undertaken, are consistent with the Conservation Purposes, and are reserved by the Grantor, subject to the condition that such uses are undertaken in a manner that is consistent with the Conservation Purposes and other specific standards that may be provided in connection with a particular use below. In some cases, the right to undertake a reserved use is conditioned upon prior written approval by the Grantee, in which cases written notice and approval, in accordance with the provisions of Section 6 below, are required.

3.1. Development Areas. To construct or locate, own, use, lease, maintain, repair, renovate, remove, replace and reconstruct (for purposes of this Section 3.1, collectively, "to use") structures, decks and patios on the Property as reasonably necessary to support the reserved uses of the Property, subject to the following provisions:

3.1.1. Development Areas. **Exhibit B** attached hereto and by this reference incorporated herein, is a map of the Property showing the following four development areas ("Development Areas") labeled as: Development Area I; Development Area II; Development Area III; and Development Area IV. **Exhibit B-1** attached hereto and by this reference incorporated herein more particularly describes the corners of each Development Area.

3.1.2. Permitted Structures Within Development Areas. Subject to any further limitations set forth in any historical preservation easements burdening any portion of the Property, any repair, renovation, replacement or new construction of buildings within the Development Areas must comply with the following unless otherwise approved in writing by the Grantee in its sole discretion:

3.1.2.1. Maximum Floor Area. The total "maximum floor area" of the structures within the Development Areas shall not exceed the following per Development Area: Development Area I = 1,872 square feet; Development Area II = 1,339 square feet; Development Area III = 1,677 square feet; and Development Area IV = 10,000 square feet. Notwithstanding the floor area allowed by the Town of Jackson Land Development Regulations in effect from time to time and specifically any increases to floor area contemplated thereby, this Easement restricts the total maximum floor area on the Property to 14,888 square feet. For purposes of this paragraph, the following terms shall have the following respective meanings:

(a) The term "maximum floor area" shall mean the maximum "habitable" floor area not including "basement" floor area, and for purposes of this Easement shall also include any bonus area available through various tools included in the Land Development Regulations such as a 2-for-1 bonus for workforce housing.

(b) The term "floor area" shall mean the area of all floors interior to an enclosed building that have at least five feet (5') of clearance between floor and ceiling. Floor area shall be measured to the exterior face of the structural members of the wall. Roofed architectural recesses and open covered porches are not considered interior to the building. A building with at least fifty percent (50%) of its perimeter open to the outside shall not be considered enclosed.

(c) The term "habitable" floor area means the floor area that can be used for living purposes, usually having access to heat, plumbing, and electricity. Habitable floor area includes studios, exercise rooms, offices, and similar spaces. It also includes foyers, hallways, restrooms, storage, and other common areas within a building. Habitable floor area does not include barns, garages, or unfinished attic space.

(d) The term "basement" means any story for which the finish floor of the story above is less than four feet (4') above finished grade for at least fifty percent (50%) of the perimeter of the story and at no point greater than ten feet (10') above finished grade.

3.1.2.2. *Building Materials.* All new construction and façade materials of any new buildings or structures shall be of natural, stained or painted products, as opposed to fiber cement or metal siding. Paint colors may not be fluorescent and shall create harmony with the existing paint colors used on the Property. The roof of any new structure shall be natural materials, but may be metal with prior written approval of Grantee in its sole discretion. The building in Development Area III on the Effective Date has a metal roof, which may be replaced with a metal roof of same or substantially similar color.

3.1.2.3. *Broadway Avenue Frontage Requirements.* The Broadway Avenue frontage of any new structures shall comply with the "Shopfront Frontage" requirements and accompanying definitions attached as **Exhibit D** to this Easement. The façade shall have elements of undulation of not less than five feet (5') to break up an otherwise flat facade.

3.1.2.4. *Greenspace Lot Frontage Requirements.* The frontage of structures in Development Area IV that front on the Greenspace Lot shall have elements of undulation of not less than five feet (5') to break up an otherwise flat façade and shall have a "Transparency" of at least 40%, as such term is defined and calculated in **Exhibit D** attached to this Easement.

3.1.2.5. *Enclosed Parking.* Any parking of vehicles within a Development Area shall be "enclosed parking," or "underground parking" unless otherwise approved in writing by this Grantee in its sole discretion. For purposes of this paragraph, "enclosed parking" means at-grade and located beneath the upper stories of the structure, fully enclosed and screened on all sides by a building façade as depicted on **Exhibit D** attached hereto. For purposes of this paragraph, "underground parking" means below-grade parking as depicted on **Exhibit D** attached hereto.

3.1.2.6. *Exemption for Historical Structures.* The Grantee, in its reasonable discretion, may exempt historical structures relocated to any Development Area from any or all of the requirements of this Section 3.1.2.1 through 3.1.2.5, provided that historical structures shall comply with the maximum floor area limitations set forth in Section 3.1.2.1 above. For purposes of this Easement, "historical structures" shall mean those structures recognized as historic by the Teton County Historic Preservation Board.

3.1.2.7. *Notice and Approval of Construction Plans.* Grantor shall provide advance written notice to Grantee of its construction and/or location plans for structures within a Development Area. The plans shall be subject to the written approval of Grantee

in its sole discretion, provided that Grantee's approval shall be limited to confirming Grantor's compliance with the restrictions set forth in this Section 3.1.2. Notwithstanding the foregoing, the parties agree that the building in Development Area I was partially destroyed by a fire on or about July 2, 2019, and on the Effective Date the building is in the process of being reconstructed and potentially expanded within the floor area square foot limitations set forth in Section 3.1.2.1 of this Conservation Easement. The reconstruction of the building in Development Area I and its permitted expansion is specifically exempt from Grantee's approval right set forth in this paragraph.

3.1.3. *Permitted Structures, Improvements and Seating Areas outside the Development Areas.* No structures or improvements shall be located outside of the Development Areas except for ancillary structures (e.g., cooler and sheds) described in the Inventory, the existing building defined as the "Workshop" described in the Inventory, and structures and improvements expressly reserved outside of the Development Areas by the terms of this Conservation Easement. Grantee may provide prior, written approval for the placement of ancillary structures and improvements outside of the Development Areas in its absolute discretion. Outdoor seating areas for visitors to the businesses on the Property are permitted outside of the Development Areas provided that (a) they are not located within the area designated as the Greenspace Lot on Exhibit B attached hereto, (b) they are not covered or enclosed; (c) they shall not be or result in "impervious surfaces" as defined in Article D below, and (d) any portable heaters, tables and chairs utilized within such outdoor seating areas are moveable and temporary in nature. With respect to Development Area IV, an entry sidewalk to access structures within Development Area IV shall be permitted outside of Development Area IV, the specific location and configuration of which shall be subject to the prior approval of Grantee in its reasonable discretion.

3.1.4. *Earth Disturbance.* Areas disturbed for any work on any structures or utilities within a Development Area, and all related site work, shall be limited to the Development Area unless absolutely necessary due to the nature of the work in the sole discretion of the Grantee. Areas disturbed for any such work not occupied by a permanent structure shall be restored as provided in Section 3.11. During any such ongoing earth disturbing work, the boundaries of the Development Area within which earth disturbing work is being conducted shall be demarcated with temporary construction fencing and/or silt fencing as appropriate for the purpose of communicating to contractors the allowed area of disturbance.

3.1.5. *Temporary Construction Storage.* During periods of ongoing construction within a Development Area, Grantor reserves the right to store construction materials and construction debris, and to park equipment, within such Development Area and in the areas immediately adjacent to the Development Area provided no materials, debris or equipment is placed upon the area designated as the Greenspace Lot on **Exhibit B**, not to exceed six (6) months without the prior, written approval of the Grantee. Storage of construction materials and construction debris outside of the Development Area requires prior, written approval of Grantee in its reasonable discretion. Areas damaged by any

such storage outside of the Development Area shall be restored as provided in Section 3.11.

3.1.6. *Notice Required Prior to Site Disturbance.* The Grantor shall provide to the Grantee written notice of any new construction, replacement, or removal of any structures that involves site disturbance at least thirty (30) days prior to such construction. The notice shall include a plan of the proposed work, and the area to be disturbed during the work including the planned location of temporary construction fencing. No notice shall be required for routine maintenance, or work on structures that does not disturb the surrounding soil, including painting, window or door replacement and other similar repairs. Furthermore, Grantee is deemed to be on notice of the site disturbance that is occurring associated with the reconstruction of the building in Development Area I due to the July 2 2019 fire.

3.2. *2019/2020 Development of the Property.* To pursue a Development Permit and Subdivision Plat for the Property with the Town of Jackson whereby the Property will be divided and platted into five (5) initial lots (6 initial lots on the overall Genevieve Block), and to allocate all development rights, specifically including without limitation floor area, and parking, sewer, landscape ratio and workforce housing credits or allocations that are not extinguished by this Easement as set forth in Section 13.6 below among resulting lots and the adjacent real property owned by Grantor on the Genevieve Block, and to install the infrastructure improvements associated with the new subdivision. Specifically and notwithstanding anything provided herein to the contrary, the Development Permit shall transfer from the Property to the Grantor's adjacent property on the Genevieve Block a minimum of 15,250 square feet of floor area development from the Property (for this limited purpose the Property shall not be deemed to include the area noted as "Development Lot Greenspace" on the attached **Exhibit B**, it being the intention of the parties that all development rights associated with that area is usable by the Grantor for their adjacent property that is part of the Genevieve Block) so that a total of not less than 52,000 square feet of floor area is available for development on Grantor's adjacent property on the Genevieve Block. Grantor may also affirm and allocate parking credits or allocations, workforce housing credits or allocations, sewer credits, and landscape ratio credit and other development attributes among the resulting lots and the adjacent real property owned by Grantor as Grantor may wish for the orderly development of the Property. The creation of easements and the installation of infrastructure, including but not limited to water, sewer, storm water, electrical, natural gas, telecommunications, access, and pathways required to service the businesses within the Development Areas or otherwise by the Town of Jackson for the issuance of the Development Permit and approval of the Subdivision Plat contemplated above is expressly permitted on the Property notwithstanding anything in this Easement to the contrary and specifically notwithstanding the requirement that such uses be undertaken in a manner consistent with the Conservation Purposes set forth above, provided that Grantor undertakes such work as soon a reasonably practicable following approval of the Subdivision Plat and complies with the notice provisions of Section 3.1.6. Further, Grantor shall provide Grantee and its representatives advance notice of each meeting with the Town of Jackson regarding the Development Permit and Subdivision Plat and an opportunity to

attend and participate in each such meeting. The parties hereto understand the dynamic development process to which the Property will be subject pursuant to the 2019/2020 Development Plan and subdivision improvement installation. Therefore, for purposes of the 2019/2020 Development Plan and subdivision improvements, any prior written approval required to be provided by Grantee shall be provided by Grantee within seven (7) business days of request and shall not be unreasonably withheld.

3.3. *Utilities*. To install, use, repair, remove, replace, and maintain utility systems on the Property, provided that such systems are within existing utility easements or rights of way, or within utility easements or rights of way required pursuant to the Development Permit and Subdivision Plat process contemplated by Section 3.2 above. Other than existing utilities, and utilities to be located within existing rights of way over which the Grantor has no control, utilities shall be located underground, except for junction boxes, meters, transformers, and other similar equipment that cannot be located underground, or where geological conditions make underground installation infeasible, or unless otherwise approved by Grantee in its reasonable discretion.

3.4. *Improve and Maintain the Greenspace Lot*. To improve and maintain the Greenspace Lot on the Property, including surface water to the extent it may continue to exist on the Property, provided the planning and design for the improvements are acceptable to the Grantee in its sole discretion.

3.5. *Paths and Driveways*. To use existing paths and driveways on the Property as shown in the Inventory, and to construct, use and maintain new paths and driveways within easements and rights of way placed on the Property in accordance with Section 3.2 above. The construction of any new paths or driveways shall require the prior, written approval of the Grantee in its reasonable discretion as to the specific location within the Property and the materials utilized. If the Grantee prefers different material or appearance than proposed, the Grantor will accommodate such request provided that the different material or appearance does not increase the cost to Grantor. If the cost for a different material or appearance is increased, the Grantor agrees to make the change if the Grantee pays such cost difference and there are no long-term maintenance or other impacts to Grantor. Areas disturbed for any work on paths and driveways, or abandoned in connection with any relocation of any path or driveway shall be restored as provided in Section 3.11. For purposes of this Conservation Easement, "driveway" shall mean a private access way, not exceeding the minimum width required by the Town of Jackson for such driveway; and "path" shall mean a dirt or wood-chip path or a path created with spaced pavers or other hardscape material, not exceeding the minimum width required by the Town of Jackson for such path.

3.6. *Use and Parking of Vehicles*. Use of motorized vehicles off of driveways and paths shall be limited to uses necessary (i) for fire suppression around structures and (ii) for emergency or severe weather winter access when ordinary access is not available (iii) for maintenance of the lawn on the Property and (iv) for other uses reserved in this Easement with the prior permission of the Grantee in its reasonable discretion. Vehicles may be parked

on the Property only within permitted driveways or in enclosed parking areas permitted by this Easement.

3.7. *Planting*. To plant and maintain species native to Teton County and non-native, non-invasive, non-noxious species, only within the Development Areas. Any planting outside of the Development Areas shall require the prior approval of Grantee, in its sole discretion.

3.8. *Recreational Use*. To use the Property for non-motorized recreational uses, provided that any such activities shall not require permanent infrastructure with impervious surfaces, and shall not adversely impact soils on the Property.

3.9. *Trees and Vegetation*. The Grantor reserves the right to move or remove dead or diseased trees that pose a threat of injury to people or structures on the Property, but only in accordance with the Tree Management Plan adopted by Grantee. In addition, the Grantor reserve the right to clear vegetation as necessary (i) for work on reserved structures on the Property, (ii) for the installation of reserved utilities, (iii) for the construction and maintenance of reserved driveways and paths and (iv) when removals will stop or prevent the spread of insect infestation or disease. The Grantor shall provide written notice to the Grantee prior to undertaking the activities described in this Section.

3.10. *Signs*. To construct, locate and maintain signs in the Development Areas on the Property, and to construct, locate and maintain signs outside of the Development Areas with the prior written approval of Grantee in its sole discretion. All signs existing on the Effective Date are deemed to be approved and not subject to the limitations set forth hereafter. Signs shall be constructed of non-reflective materials and no individual sign shall exceed twenty-four (24) square feet. Signs shall not be lighted, provided that any signs that are lighted as of the Effective Date are permitted.

3.11. *Grading and Filling*. To grade, fill, level, berm or ditch on the Property, but only as necessary for uses expressly reserved in this Section 3. Any area disturbed by such work, as well as grading or filling that occurs in connection with any other reserved activity such as utility installation, driveway or path construction, underground parking garage construction or otherwise, including any parking or storage of equipment, materials, or debris, shall be promptly restored to a condition similar to the surrounding undisturbed land, or to such other condition as the Grantee may approve in writing.

3.12. *Fencing*. To remove the existing fences and gates on the Property. No new fences or gates may be constructed on the Property unless otherwise approved in writing by Grantee in its sole discretion, except for construction fencing as permitted herein.

3.13. *Tenant Rights*. To allow each existing tenant listed on **Exhibit C** to occupy and use the Property in accordance with their respective lease listed on **Exhibit C** until the termination of each such lease, which termination the Parties expect to occur no later than the date that is approximately one year after the Effective Date (other than the lease for the Workshop building) or the date the Subdivision Plat contemplated by Section 3.2 is approved

and the subsequent conveyances of lots is complete, notwithstanding the fact that the occupancy and uses pursuant to the leases may conflict with the terms of this Easement.

3.14 *Development of Underground Parking on Development Lot Greenspace.* To completely excavate the area noted as Development Lot Greenspace on the attached **Exhibit B** for the purpose of building underground parking to serve Grantor's adjacent property within the Genevieve Block. After the completion of any such excavation, the Grantor shall return the surface of the Development Lot Greenspace to the condition in which it existed prior to the commencement of excavation. Thereafter, Grantor shall retain the right to utilize underground parking and related uses of the subsurface of the Development Lot Greenspace.

3.15. *Other Uses.* To undertake any other use of the Property that is consistent with the Conservation Purposes, provided that the Grantor shall obtain the written approval of the Grantee prior to undertaking such uses, which approval shall be granted in the sole discretion of the Grantee. Uses reserved pursuant to this Section 3.15 shall not be deemed "expressly reserved" for any other purpose of this Conservation Easement. No use may be approved pursuant to this Section 3.15 unless the approval is consistent with the requirements set forth in Section 13.10 for the amendment or termination of this Conservation Easement.

4. Prohibited Uses.

The Grantor hereby relinquishes the right to use the Property in ways that are inconsistent with the Conservation Purposes, and all such uses are prohibited. Specifically, the following uses of the Property are deemed to be inconsistent with the Conservation Purposes, and are prohibited:

4.1. *Structures.* Construction or placement of any structures on the Property, except as expressly reserved in Section 3.

4.2. *Removal of Vegetation.* Removal, destruction, or cutting of native vegetation on the Property, except as expressly reserved in Section 3.

4.3. *Grading and Filling.* Grading, filling, and any other alteration of the existing topography of the Property, except as expressly reserved in Section 3.

4.4. *Introduction of Non-native Species.* Introduction of non-native plant or animal species on the Property, except as expressly reserved in Section 3.

4.5. *Use of Chemicals.* Use of chemicals on the Property, except as expressly reserved in Section 3.

4.6. *Roads, Vehicle Trails and Paths.* Construction of any roads, drives, vehicle trails, or paths on the Property, except as expressly reserved in Section 3.

4.7. *Use of Vehicles.* Non-emergency use of motorized vehicles or aircraft on the

Property, except as expressly reserved in Section 3.

4.8. *Land Division.* Division or *de facto* division of the Property (through sales, partition, long-term leases, or otherwise), including the transfer of any part of the Property separate from the remainder of the Property, except as expressly reserved in Section 3.

4.9. *Mining and Mineral Extraction.* Mining by strip mining, surface mining or any other method (including the extraction or removal of gravel or similar materials), and drilling and exploring for oil or gas on the Property, except as expressly reserved in Section 3.

4.10. *Industrial Use.* Construction, location, or operation of any industrial facilities or uses on the Property.

4.11. *Water Rights.* Transferring, encumbering, leasing, selling, or otherwise separating any water rights from the Property without the prior written approval of the Grantee, in the sole and absolute discretion of the Grantee, provided that the abandonment of surface irrigation water rights appurtenant to the Property under the John P. Simpson Appropriation, Permit No. 1539 and any other irrigation rights of record on file with the Wyoming State Engineer's Office in connection with the Subdivision Plat is permitted.

4.12. *Storage and Dumping.* Except as expressly reserved in Section 3, outdoor storage of materials, and the long-term parking or storage of equipment or vehicles, and the dumping, disposal or storage of refuse, trash, toxic or other materials on the Property.

4.13. *Consent to Mining.* Consent to any mining or surface mining for minerals on the Property under Wyo. Stat. Ann. §§35-11-406(b)(xi) or (xii), or other applicable laws.

5. Inventory.

The Inventory describes the existing condition, character and labeled features of the Property. The parties acknowledge the accuracy of the Inventory and they acknowledge receipt of the Inventory prior to the execution of this Conservation Easement. The Inventory may be used to monitor compliance with the terms of this Conservation Easement and to assist in the enforcement of its terms. However, the parties shall not be foreclosed from using other relevant evidence to assist in the resolution of any controversy regarding compliance.

6. Notice and Approval Requirements.

6.1. *Form of Notice.* Any notices or other communications to be given under the terms of this Conservation Easement shall be in writing and shall be delivered in person, by USPS mail, by certified mail, overnight courier, by facsimile or by electronic mail. Such notices shall be deemed to have been given when actually delivered if confirmed by a receipt, or within three business days of sending in the case of any delivery for which there is no receipt, or when sent with no transmission failure notice if by electronic mail. Notices shall be sent to the intended party pursuant to the contact information provided in this document or such

other address as a party may provide to the other, pursuant to this Easement. Each Party shall be required to keep their contact information updated with the other Party to facilitate timely notice.

6.2. *Response by the Grantee.* The Grantee shall, within thirty (30) business days from receipt, respond in writing to any request for approval by the Grantor made in compliance with this Section 6. Until expressly permitted in writing by the Grantee, the Grantor shall not commence the activity described in the notice. In the event that the Grantee fails to respond to such a request within such period, the requested approval shall be deemed granted, but such deemed approval shall not allow any activity on the Property that is inconsistent with the Conservation Purposes. In the event that the Grantee objects to the proposed activity it shall inform the Grantor in writing of the manner, if any, in which the proposed activity can be modified to satisfy its objections, at which time the Grantor may submit a revised proposal, and the Grantee shall review and respond to such revision in the same manner as to the original notice. Any objection by the Grantee to a proposed activity shall be based upon its opinion that the proposed activity is inconsistent with this Conservation Easement, or upon any specific standards provided for herein. The Grantee shall have reasonable discretion in determining whether or not a proposed activity is consistent with the terms of this Conservation Easement and any such standards. In no event may the Grantee permit any activity on the Property that would be inconsistent with the Conservation Purposes.

6.3. *Content of Notices.* All notices required by this Conservation Easement requesting approval shall be in writing, and shall provide sufficient information to allow the Grantee to determine whether the proposal is consistent with the Conservation Purposes. An email or facsimile shall be deemed to be a writing for this purpose.

7. Enforcement of this Conservation Easement.

7.1. *Right to Injunction.* The parties recognize that money damages or other non-injunctive relief may not adequately remedy a violation of the terms of this Conservation Easement. Therefore, any violation shall be subject to abatement through injunctive proceedings, including the imposition of temporary restraining orders, preliminary injunctions, specific performance, or any other legal means. No bond, proof of damages or the inadequacy of other remedies shall be required in seeking injunctive relief.

7.2. *Right to Restoration.* The Grantee shall have the right to enforce the restoration of all Conservation Values damaged by activities inconsistent with the Conservation Purposes. Such restoration shall be, as nearly as possible, to the condition that existed prior to any changes not allowed under the terms of this Conservation Easement.

7.3. *Right to Recover Damages.* In the event of a violation of the terms of this Conservation Easement, in addition to other remedies, the Grantee shall be entitled to recover all damages necessary to place the Grantee in the same position that it would have been in but for the violation. In determining such damages the following factors, among others, may be considered: (i) the costs of restoration of the Property, and (ii) the cost of purchasing a

conservation easement containing terms comparable to the terms of this Conservation Easement on land in the vicinity of the Property, of a size, and with conservation values, roughly comparable to those of the Property.

7.4. *Costs and Attorney's Fees.* In addition the Grantee shall be entitled to recover the costs of enforcement of any of the terms of this Conservation Easement, including reasonable attorney's fees, expenses and court costs, provided that it is, at least in substantial part, the prevailing party in any such action.

7.5. *Right to Proceed Against Third Parties.* The Grantee has the right to proceed against any third party or parties whose actions threaten or damage the Conservation Values, including the right to pursue all remedies and damages provided herein. The Grantor shall cooperate in such proceeding.

7.6. *Assignment of Trespass Claims.* If the Grantor does not actively pursue any cause of action for trespass by third parties resulting in damage to the Conservation Values and if requested by the Grantee, the Grantor shall assign to the Grantee any such cause of action that may be available to the Grantor. The Grantor may condition such assignment to provide for diligent prosecution of any such action by the Grantee and division according to the proportionate values determined pursuant to this document, between the Grantee and Grantor of any recovery, over and above the Grantee's attorney's fees and expenses incurred, and costs of restoration of the Property, resulting from such action.

7.7. *Grantor's Right to Recover Damages.* In the event that the Grantee is found by a court having jurisdiction in the case to have willfully or wantonly, and in direct contravention of this Easement, violated the terms of this Conservation Easement, the Grantor shall be entitled to recover such damages as the Grantor may have incurred as a result of such violation, together with reasonable attorney's fees, expenses and court costs.

7.8. *No Waiver.* Failure by either party to exercise the rights granted to it by this Conservation Easement, in the event of any violation of its terms, shall not be deemed to be a waiver of such Party's rights as to that or any subsequent violation. The parties hereby expressly waive defense of laches, estoppel and prescription.

8. Payment of Costs, Taxes or Assessments.

8.1. *Payment of Costs.* The Grantor shall bear all costs of operation, upkeep and maintenance of the Property.

8.2. *Payment of Taxes.* The Grantor shall be responsible for the payment of all real estate taxes and assessments levied upon the Property or this Conservation Easement, and the Grantee shall have no obligation, or responsibility, for the payment of such taxes or assessments. The Grantee shall have the right to make any payment or to participate in any proceeding resulting from any delinquency, as necessary to protect its interest in the Property.

8.3. *Indemnification.* The Grantor shall indemnify the Grantee and the Indemnified Parties from any liability or expenses incurred by the Grantee in connection with the payment of the costs or taxes that are the subject of this Section 8.

9. Indemnification from Damages.

The parties acknowledge and agree that the Grantee has neither possessory rights in the Property, nor any right or responsibility to control the use of the Property (except to enforce the restrictions provided for in this Conservation Easement), nor to maintain, or keep up the Property; the Grantor retains all such rights and control exclusively.

9.1. *Indemnification by Grantor.* The Grantor shall indemnify the Grantee, and the Indemnified Parties, from any court awarded damages, together with reasonable attorney's fees and expenses, resulting from personal injury or property damage that occurs on the Property not due to the negligence of the Grantee or its agents, and from liability, including liability under CERCLA, or similar local, state or federal laws, relating to cleanup of hazardous substances that were released, or in any way deposited on the Property, other than by the Grantee or its agents.

9.2. *Indemnification by Grantee.* The Grantee shall indemnify the Grantor and its successors and assigns, from any court awarded damages, together with reasonable attorney's fees and expenses, resulting from personal injury or property damage that occurs on the Property due to the negligence of the Grantee or its agents and from liability, including liability under CERCLA, or similar local, state or federal laws, relating to cleanup of hazardous substances that were released or in any way deposited on the Property by the Grantee or its agents.

10. Assignment of Conservation Easement.

This Conservation Easement may be transferred by the Grantee, on the following terms and conditions:

10.1. *Transfer Limited to Qualified Organizations.* If the Grantee decides to transfer this Conservation Easement, or ceases to be a qualified organization under §170(h)(3) of the Code, it shall promptly transfer this Conservation Easement to a non-profit, non-governmental organization qualified under §170(h)(3) of the Code that is able and willing to carry out the Conservation Purposes in perpetuity. It shall be a precondition to the transfer of this Conservation Easement that the transferee organization shall be required, and shall agree in writing, to carry out the Conservation Purposes in perpetuity.

10.2. *Notice to the Grantors Prior to Transfer.* The Grantee shall give thirty (30) days written notice to the then owner of the Property prior to transferring this Conservation Easement, giving the then owner the opportunity to object to specific potential transferees and to express preferences. The Grantee shall, whenever reasonably practical, honor such owner's preferences regarding a transferee of this Conservation Easement, provided that they

are made known to the Grantee within such thirty-day period, and provided that any suggested transferee meets the other criteria of this Section 10.

11. Extinguishment of this Conservation Easement.

This Conservation Easement may only be terminated by a court of competent jurisdiction upon a request to terminate made by the Grantor and the Grantee, and after a finding by the court that the conditions or circumstances on or surrounding the Property have changed to such a degree that it has become impossible to fulfill the Conservation Purposes of the Conservation Easement. In the event that this Conservation Easement is terminated as to all, or a portion, of the Property, the Grantee shall be entitled to a share of any proceeds resulting from the conveyance of the underlying Property on the terms contained in this Section 11. This provision is required by §1.170A-14(g)(6)(ii) of the Regulations for a "qualified conservation contribution," and is intended by the Parties to comply with such Regulations, and to entitle the Grantee to all of the rights that such Regulations require that a "donor" grant to a "donee organization" with respect to a qualified conservation contribution.

11.1. *Value of this Conservation Easement.* This Conservation Easement constitutes a real property interest immediately vested in the Grantee with a fair market value that is at least equal to the proportionate value that this Conservation Easement, as of the date of conveyance, bears to the value of the Property as a whole at that time. The Parties agree that for purposes of this Conservation Easement the percentage the fair market value of this Conservation Easement bears to the fair market value of the entire Property (surface estate only) is 56.2%. This proportionate value shall remain constant except as set forth in Section 11.2 below.

11.2. *Payment in the Event of Extinguishment.* In the event of an unexpected change in circumstances surrounding the Property that makes impossible, or impractical, the continued use of the Property for the Conservation Purposes, and any or all of the restrictions of the Conservation Easement are extinguished by a judicial proceeding, or if for any other reason this Conservation Easement is terminated as to all, or a portion, of the Property, the Grantee, on a subsequent sale, exchange, or involuntary conversion of the Property, or any portion thereof, shall be entitled to a percentage of the proceeds of such sale, exchange or involuntary conversion, equal to the proportionate value determined according to Section 11.1. In the event that such proportionate value was determined without regard to structural improvements existing on the Property at the time of the conveyance, then such improvements shall be disregarded in determining the amount of such proceeds to which the Grantee is entitled hereunder. In any event, the value of structural improvements made to the Property after the date of conveyance shall be disregarded in determining such amount. For example, if on the Effective Date a property is deemed to be worth One Hundred Thousand Dollars (\$100,000.00) and the easement is deemed to be worth Fifty Percent (50%) of that value, and the property, without further improvement by the landowner, is subsequently sold as set forth in this paragraph for One Hundred Fifty Thousand Dollars (\$150,000.00); then the grantee would be entitled to Seventy-Five Thousand Dollars (\$75,000.00) of such proceeds. However, if the landowner had made improvements to the property that result in a

sales price of Three Hundred Thousand Dollars (\$300,000.00) but only One Hundred Fifty Thousand (\$150,000.00) of the value is attributable to the land as its improvements existed on the Effective Date, then grantee is still entitled to only Seventy Five Thousand Dollars (\$75,000.00) or Fifty Percent (50%) of the value of the property with the improvements disregarded.

11.3. *Use of Proceeds by the Grantee.* Any proceeds received by the Grantee pursuant to this Section 11 shall be used by the Grantee in a manner that is consistent with the Conservation Purposes.

12. Notice to the Grantee of Property Transfer.

The Grantor shall provide the Grantee with thirty (30) days written notice prior to conveying the Property or any portion thereof or interest therein. The notice shall include the name, address, telephone number and email address of the transferee. Failure to provide this notice shall not in any way affect the validity or enforceability of this Conservation Easement against any subsequent owner of the Property, or the validity of the conveyance.

13. Miscellaneous Provisions.

13.1. *Severability.* If any provisions of this Conservation Easement or the application thereof to any person, or circumstance, are found to be invalid, the remainder of this Conservation Easement, and the application of such provisions to other persons, or circumstances, shall not be affected.

13.2. *Limitation on Liability.* A party's rights and obligations pursuant to this Conservation Easement shall terminate upon transfer of that party's interest in the Conservation Easement, or in the Property whichever applies, except that liability for the acts or omissions of such party during the time that such party held an interest shall survive transfer of any such interest.

13.3. *Recordation.* This Conservation Easement shall be recorded in the Office of the Clerk of Teton County, Wyoming, and may be re-recorded at any time by either Party.

13.4. *Construction.* This Conservation Easement shall be construed according to the laws of the State of Wyoming and the United States. Grantor and Grantee desire that any interpretation of this Easement be construed as to further the conservation and protection of the Conservation Values of the Property. If any provision of this Conservation Easement is found to be ambiguous, an interpretation consistent with advancing the Conservation Purposes shall be favored over any other interpretation. Neither of the Parties shall be deemed the draftsman of this Conservation Easement or any part thereof, each having had the benefit of counsel of their own choosing in negotiating its terms.

13.5. *Venue and Jurisdiction.* The Parties agree that venue and jurisdiction for the trial of any dispute between them or any third party relating to the enforcement or violation of any

of the terms of this Conservation Easement shall be the state court of general jurisdiction in Sublette County, Wyoming.

13.6. *Extinguishment of Development Rights.* The Grantor hereby grants to the Grantee, and by this Easement the Grantee hereby extinguishes the following development rights on the Property: a total of Thirty Seven Thousand Three Hundred Fifty-Five point Five square feet (37,355.5sf) of potential floor area. (referred to herein as the “extinguished floor area”). The Grantor unconditionally and irrevocably relinquishes the right to transfer the extinguished floor area to any other property, or to use it for the purposes of calculating permissible floor area of the Property or any other property. Furthermore, the Grantor hereby extinguishes all development rights associated with the 22,475sf from the Greenspace Lot designated on Exhibit B specifically excluding any sewer credits, parking credits or allowances, landscape ratio credit, or affordable housing or workforce housing credits associated with the Greenspace Lot. Except for those development rights specifically excluded in the previous sentence, “development rights” for this purpose shall be deemed to include, but not be limited to, any additional square footage not counted against floor area, all development rights and development potential that are now or hereafter allocated to, implied, reserved or inherent in the Property or any portion thereof, including, but not limited to all subdivision and development density rights and potential and the right to use any of the acreage of the Property in any acreage calculation having the effect of creating, or contributing to, additional development on or off the Property, whether such rights exist now or in the future under federal, state or local law, or otherwise. For the avoidance of doubt, and notwithstanding anything else provided herein, the development rights expressly reserved by Grantor herein and in particular pursuant to the Development Permit, Subdivision Plat and subdivision infrastructure installation and process permitted in Section 3.2 are exempt from the restrictions in this Section 13.6.

13.7. *Relation to Governmental Land Use Regulations.* The restrictions imposed by the terms of this Conservation Easement are independent of any and all governmental regulations that apply to the use of the Property, including the land development regulations of Jackson, Wyoming, except when specifically referred to in this Easement. The relationship of this Conservation Easement and any such regulations is such that, although the terms of this Conservation Easement and such regulations apply simultaneously to the Property, the more restrictive regulation or Conservation Easement restriction will govern the use of the Property. This provision is intended as a clarification and does not impose additional restrictions on the use of the Property. To the extent any governmental regulations that apply to the use of the Property require development that conflicts with the restrictions imposed by this Easement, the Grantor shall be required to submit an application to the appropriate governmental authority for a variance from the governmental regulation at issue.

13.8. *Control of the Property.* Nothing in this Conservation Easement shall be construed as giving rise to any right or ability in the Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of the Grantor’s activities on the Property, or otherwise to “participate in management” of the Property, within the meaning of CERCLA, or similar federal, state, or local laws.

13.9. Amendment. This Conservation Easement is permanent and may not be amended without the written consent of the Grantee, in its discretion. Nevertheless, and regardless of whether any federal or state tax benefits were sought in connection with the original grant of this Conservation Easement, no amendment of this Conservation Easement shall be valid unless it is pursuant to the order of a court having jurisdiction in the case, or unless the action of the Grantee in consenting to such amendment complies with (i) the then existing federal tax law governing publicly-supported charitable organizations (currently Code Section 501(c)(3)(A) and accompanying Regulations); (ii) with the provisions of the federal tax law governing “qualified” holders of conservation easements (currently Code Section 170(h)(3) and accompanying Regulations); and (iii) with the policies of the Grantee governing the amendment of conservation easements.

13.10. Third Party Beneficiaries. The Grantor and Grantee intend that no third party have a right of enforcement under the provisions of Wyo. Stat. Ann. §34-1-203(a)(iii), except as expressly provided herein. There are no third-party beneficiaries with a right to enforce this Conservation Easement.

13.11. Deductibility. Grantee does not provide any warranty or other assurance as to the deductibility of the contribution of any interests hereby conveyed, and the conveyance of this Conservation Easement is not conditioned upon deductibility.

13.12. No Merger. The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee, or any successor or assignee will be deemed to eliminate this Conservation Easement, or any portion thereof, pursuant to the doctrine of “merger” or any other legal doctrine.

13.13. Successors; Benefits and Burdens. The covenants, terms, conditions, easements, benefits, and burdens of this Easement shall be binding upon and inure to the Parties hereto and their respective successors and assigns and shall continue as a restriction running in perpetuity with the Property. An owner of the Property shall only be responsible for those violations first occurring on the Property during such owner’s ownership, and while still an owner of the Property.

D. DEFINITIONS

The following terms shall have the respective meaning given to them below. Additional definitions are sometimes provided in the body of this Conservation Easement.

1. The terms “Code” and “Regulations” shall mean the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated under the Code, including references to comparable provisions of any subsequent revision of the Code and Regulations.

2. The terms "currently" or "existing" shall mean existing or current at the Effective Date of this Conservation Easement.
3. The term "Grantee" shall mean The Jackson Hole Land Trust and its successors and assigns in title to this Conservation Easement.
4. The term "Grantor" shall mean the Grantor and the Grantor's successors and assigns in title to the Property.
5. The term "impervious surface" means surfaces that are covered by asphalt, concrete, roofs, or any other surface that does not allow water to percolate into the soil.
6. The term "Indemnified Parties" shall include the Grantee's officers, employees and board members, and their heirs, successors and assigns.
7. The term "Parties" refers to Grantor and Grantee, collectively.
8. The term "reserved" shall mean a use of the Property that is expressly reserved by the Grantors as a right under the terms of this Conservation Easement.
9. The term "Section" shall refer to the referenced section and all subsections of a section, if any.

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement the day and year first above written.

GRANTOR:

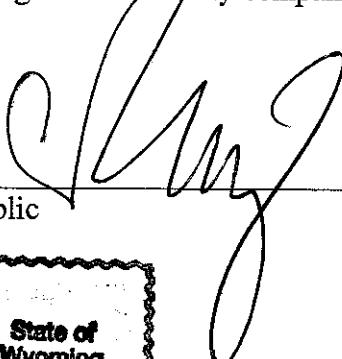
Café G, LLC,
a Wyoming limited liability company

By: Robbin Levy Mommsen
Name: Robbin Levy Mommsen
Title: Manager

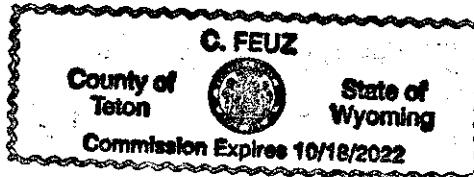
STATE OF Wyoming)
ss:
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Robbin Levy Mommsen, as the
MANAGER of Café G, LLC, a Wyoming limited liability company, on this
16 day of August, 2019.

WITNESS, my hand and official seal.


Notary Public

My commission expires:



ACCEPTED this 16 day of August, 2019.

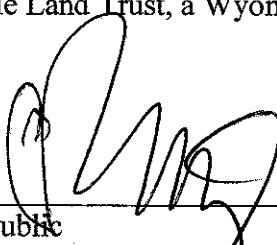
THE JACKSON HOLE LAND TRUST

By: Lori Fields
Lori Fields, Vice Chair of the Board

STATE OF WYOMING)
ss:
COUNTY OF TETON)

This instrument was acknowledged before me on August 16, 2019, 2019, by Lori Fields, as Vice Chair of the Board of The Jackson Hole Land Trust, a Wyoming nonprofit corporation.

WITNESS, my hand and official seal.



Notary Public

My commission expires:

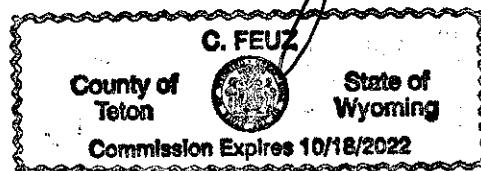


EXHIBIT A-1
Legal Description of the Genevieve Block

Exhibit A-1

Two parcels of land being part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, T41N, R116W, 6th P.M., Teton County, Wyoming, as described in those Warranty Deeds recorded in the Office of the Clerk of Teton County, Wyoming in Book 698 of Photo, pages 824-825 and Book 850, pages 29-31 and as described by reference as follows:

PARCEL 1:

A portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, T41N, R116W, 6th P.M., Teton County, Wyoming, described as follows:

Beginning at a point 494 feet east of the Section Corner common to Sections 27, 28, 33 and 34, T41N, R116W, 6th P.M., on the south line of said Section 27; THENCE northerly and at right angles to the south line of said Section 27, 200 feet; THENCE easterly and parallel to said Section line, 300 feet; THENCE southerly and at right angles to the said southerly Section line, 200 feet; THENCE westerly along said Section line 300 feet, to the Point of Beginning.

PIDN: 22-41-16-27-3-00-010

and

PARCEL 2:

That part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 27, T41N, R116W, 6th P.M., Teton County, Wyoming, being more particularly described as follows:

Beginning at a point on the section line eight hundred six and one half (806 $\frac{1}{2}$) feet East of the Southwest corner of Section 27, Township 41 North, Range 116 West, 6th P.M., THENCE East along said section line, eighty seven and one half (87 $\frac{1}{2}$) feet, THENCE North one hundred and fifty (150) feet, THENCE West eighty seven and one half (87 $\frac{1}{2}$) feet, THENCE South one hundred and fifty (150) feet to the Point of Beginning; and

Beginning at a point on the section line seven hundred ninety four (794) feet East of the Southwest corner of Section 27, Township 41 North, Range 116 West, 6th P.M., THENCE East along said section line twelve and one half (12 $\frac{1}{2}$) feet, THENCE north one hundred fifty (150) feet, THENCE West twelve and one half (12 $\frac{1}{2}$) feet, THENCE South one hundred fifty (150) feet to the Point of Beginning; and

Beginning at a point which is 150 feet north of a point on the section line, 794 feet east of the southwest corner of Section 27, Township 41 North, Range 116 West, 6th P.M., THENCE east 100 feet, THENCE north 50 feet, THENCE west 100 feet, THENCE south 50 feet to the Point of Beginning.

PIDN: 22-41-16-27-3-00-009

EXHIBIT A-2
Legal Description of the Property

Exhibit A-2

A parcel of land lying within the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, T41N, R116W, 6th P.M., Teton County, Wyoming, and being part of those parcels described in two Warranty Deeds recorded in the Office of the Clerk of Teton County, Wyoming in Book 698 of Photo, pages 824-825 and Book 850, pages 29-31, being more particularly described as follows:

BEGINNING at point on the south line of said parcel of land described in Book 698 of Photo, pages 824-825, which bears S 89°35'24" E, 50.00 feet from the southwest corner of said parcel;

THENCE departing said south line, N 00°32'53" E, 100.00 feet to a point;

THENCE S 89°35'24" E, 156.00 feet to a point;

THENCE N 00°32'53" E, 100.01 feet to a point on the north line of said parcel;

THENCE along said north line S 89°32'42" E, 94.21 feet to the northeast corner of said parcel being identical with the northwest corner of that parcel described in Book 850, pages 29-31;

THENCE along the north line of said parcel described in Book 850, pages 29-31, S 89°32'42" E, 100.00 feet to the northeast corner of said parcel;

THENCE along the east line of said parcel described in Book 850, pages 29-31, S 00°09'02" W, 199.86 feet to the southeast corner of said parcel;

THENCE along the south line of said parcel described in Book 850, pages 29-31, N 89°35'24" W, 100.00 feet to the southwest corner of said parcel being identical to the southeast corner of that parcel described in Book 698 of Photo, pages 824-825;

THENCE along the south line of said parcel described in Book 698 of Photo, pages 824-825, N 89°35'24" W, 251.60 feet to the POINT OF BEGINNING.

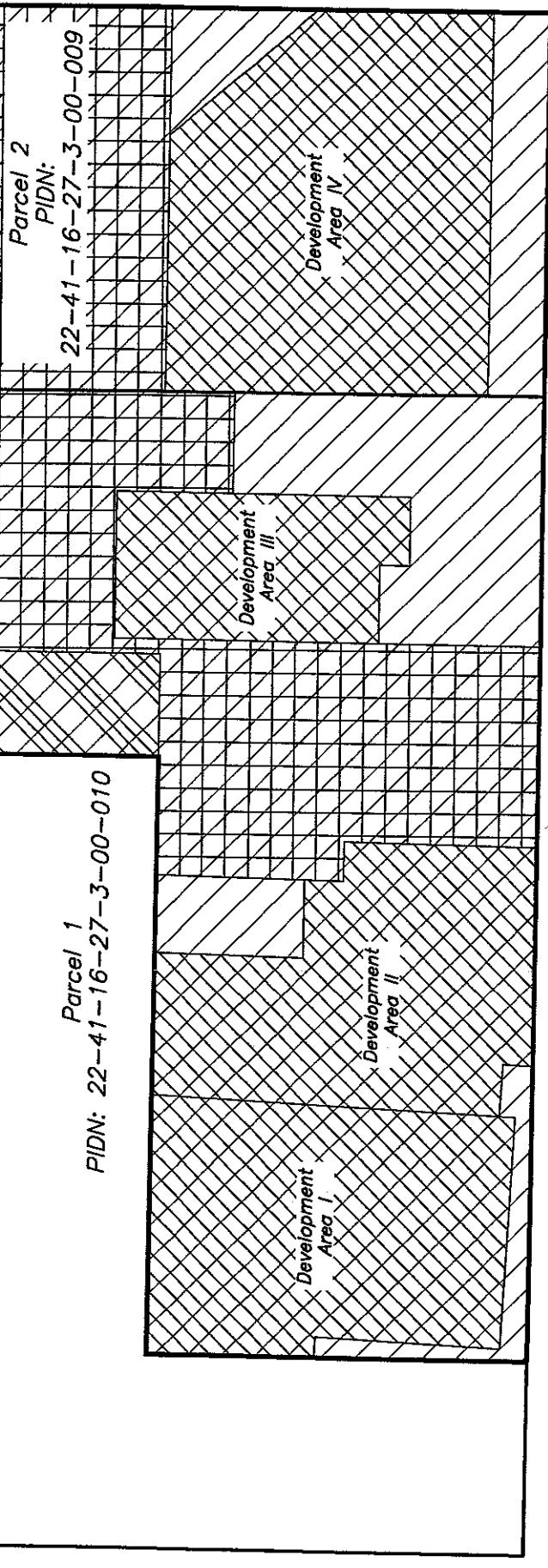
Said described parcel having an area of 1.253 acres more or less.

The Basis of Bearings for this description is geodetic with a resulting bearing along the north line those parcels described in Warranty Deeds recorded in the Office of the Clerk of Teton County, Wyoming in Book 698 of Photo, pages 824-825 and Book 850, pages 29-31 being S 89°32'42"E.

EXHIBIT B
Map of the Property

East Delaney Ave.

Parcel 1
PIDN: 22-41-16-27-3-00-010



East Broadway Ave.

Parcel Boundary Line

Conservation Easement Area

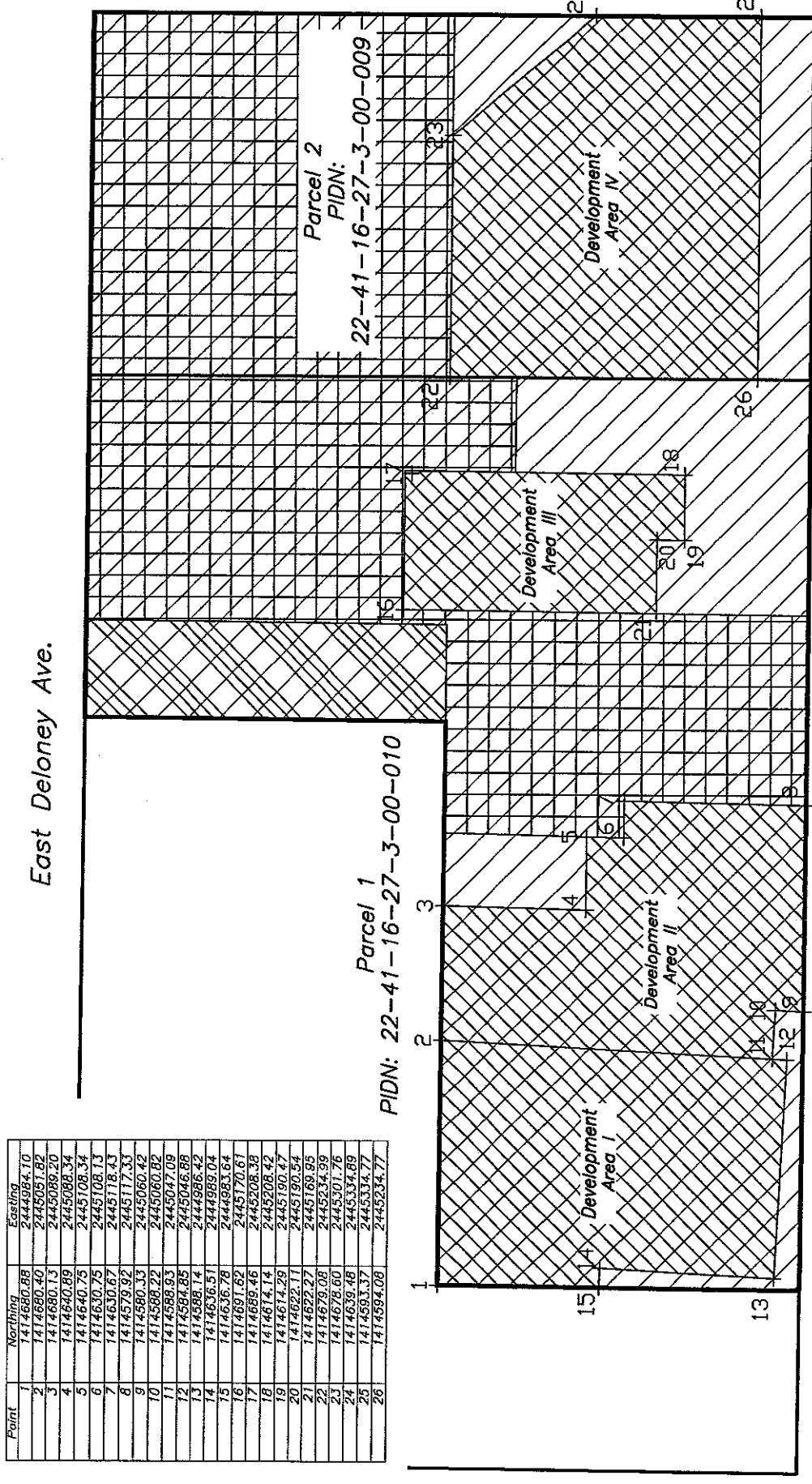
Development Area

Greenspace Lot

Development Lot Greenspace

Exhibit B

EXHIBIT B-1
Coordinates of Development Areas



Parcel Boundary Line

Conservation Element Areas

Two vertical bars with diagonal hatching.

The image shows four rectangular blocks arranged horizontally. The first block on the left has diagonal lines from top-left to bottom-right. The second block has vertical lines. The third block has horizontal lines. The fourth block has diagonal lines from bottom-left to top-right.

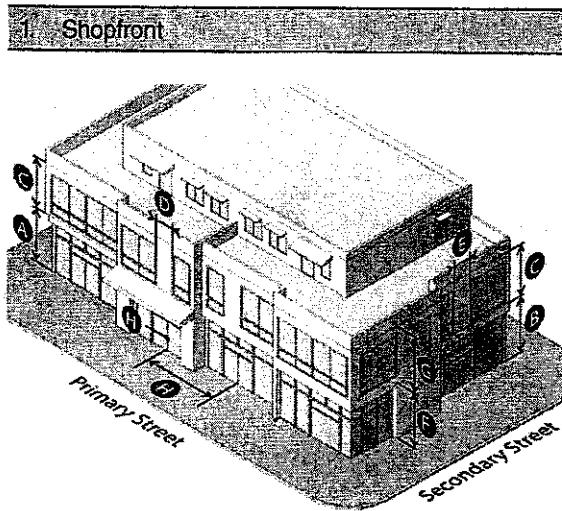
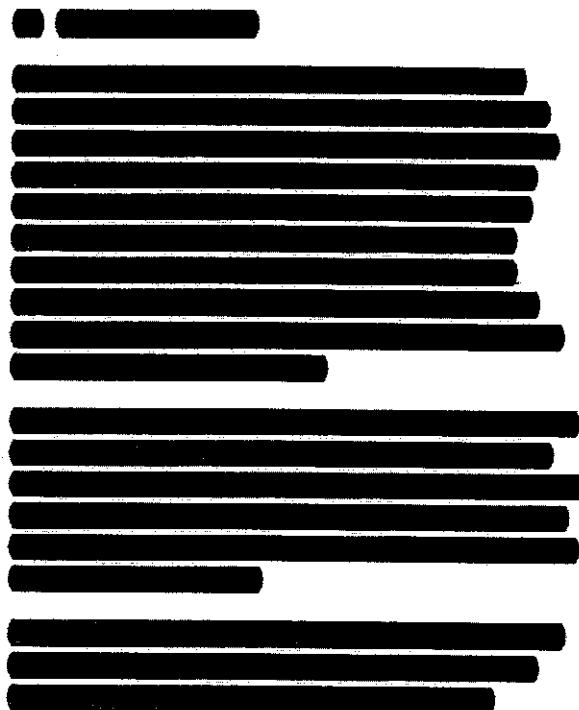
Note: Horizontal coordinates shown hereon represent GPS ground measurements in US Survey Feet referenced to the State Plane Coordinate System, Wyoming West Zone (4904) NAD83, Geoid 12B based on a project scale factor of 1.0003218189

Exhibit B1

EXHIBIT C
Existing Tenants and Leases on the Property

Tenant	Lease
135 E. Broadway, LLC	Lease, dated September 28, 2017, between Deloney Street, LLC and 135 E. Broadway, as amended
Persephone Bakery	Lease, dated October 16, 2017, between Deloney Street, LLC and Persephone Bakery, LLC, as amended
Healthy Being Juicery	Lease, dated October 31, 2018, between Deloney Street, LLC and Healthy Being, LLC, as amended
Graham and Beth Jacobs	Residential Lease Agreement, dated November 16, 2018, between BWD Street LLC and Graham and Beth Jacobs, as amended, for lease of 175 E. Broadway St. Unit A, as amended
Stephen Colby	Unwritten lease agreement with Stephen Colby for lease of 175 E. Broadway St. Unit B, as amended
Susan Fleming Jewelry, LLC	Lease, dated March 31, 208, between Deloney Street, LLC and Susan Fleming Jewelry, LLC, as amended

EXHIBIT D



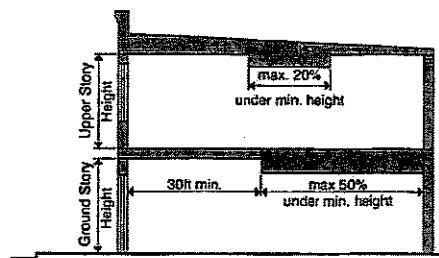
Description

In the Shopfront Frontage, the main facade of the building is located at or near the public sidewalk, often with at-grade entrances spaced at regular intervals. The Shopfront Frontage is intended primarily for retail uses, and has substantial glazing (windows and doors) at the sidewalk level.

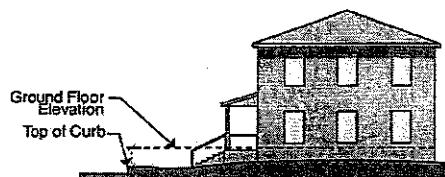
Story Height	Sec. 9.4.13.
Ground story height (min)	12' A
Upper story height (min)	9' B
Ground floor elevation (min-max)	0' - 2' C
Transparency	Sec. 9.4.14.
Ground story, primary street (min)	60% D
Ground story, secondary street (min)	30% E
Upper story, primary/secondary street (min)	20% F
Blank Wall Area	Sec. 9.4.15.
Blank wall area, primary street (max)	15' G
Blank wall area, secondary street (max)	30' H
Pedestrian Access	Sec. 9.4.16.
Entrance facing primary street (max)	Required I
Entrance spacing along primary street (max)	50' J

9.4.13. Story Height (11/23/16, Ord. 1155)

- A. Story height is measured from the top of the finished floor to the ceiling above.
- B. The minimum ground story height applies to the first 30 feet of the building measured inward from a street-facing facade. At least 50% of the ground story must meet the minimum height provisions.
- C. At least 80% of each upper story must meet the minimum upper story height provisions.



- D. Ground floor elevation is measured from top of the adjacent curb to the top of the finished ground floor.
- E. Ground floor elevation applies to the first 30 feet of the lot measured from the back of the pedestrian frontage.

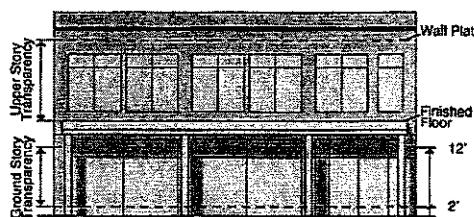


9.4.14. Transparency (11/23/16, Ord. 1155)

Transparency is the percentage of a story's facade that is glass windows or doors. Glass is considered transparent where it has a transparency higher than 80% and external reflectance of less than 15%.

A. Calculation

Transparency is calculated by dividing the total area of transparent glass on the story by the total area of the story's facade. The story facade is the area between the top of the finished floor to the top of the finished floor above. When there is no floor above, it is measured to the top of the wall plate.

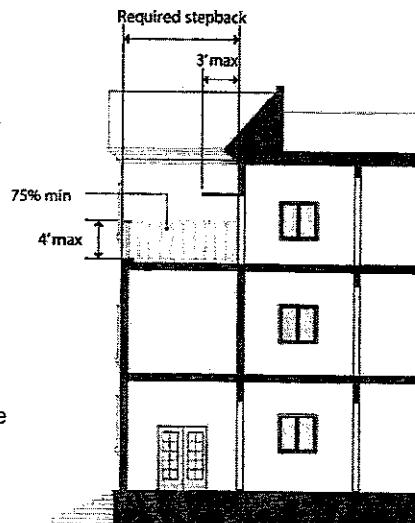
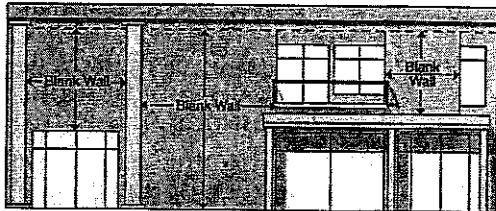


B. Shopfront Frontage

1. In the Shopfront Frontage, at least 70% of street-facing, ground story windows must allow views into the building for a depth of at least 8 feet. Windows cannot be made opaque by window treatments (except operable sunscreen devices).
2. In the Shopfront Frontage, ground story transparency is measured between 2 and 12 feet above the adjacent sidewalk.

9.4.15. Blank Wall Area (11/23/16, Ord. 1155)

A. Blank wall area is the portion of a facade that does not include: windows or doors; columns, pilasters or other articulation greater than 12 inches in depth; or a substantial material change (paint color is not considered a substantial change). The same material used in a different pattern does not constitute a substantial material change.

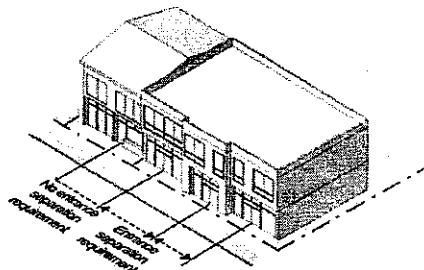


B. A blank wall area is permitted unless it exceeds the maximum in both a vertical and horizontal direction.

9.4.16. Pedestrian Access (11/23/16, Ord. 1155)

A. An entrance providing both ingress and egress, operable to residents or customers at all times during operating hours, is required to meet the street-facing entrance requirements. Additional entrances off another street, pedestrian area or internal parking area are permitted.

B. The entrance spacing requirements must be met for each building, but are not applicable to adjacent buildings.



C. An angled entrance may be provided at either corner of a building along the street to meet the street-facing entrance requirements.

NOTES

Subject Property has a physical address of 135 & 175 East Broadway Avenue, Jackson WY.

Gross Land Areas of Deloney Street, LLC parcel and BWD Street, LLC parcel are 1.38 acres and 0.46 acres, respectively, as calculated from found survey monuments from a field survey conducted by Y2 Consultants, February 2019.

Access to subject property is via East Broadway Avenue and Deloney Avenue.

Topographic features on this map show conditions determined by a field survey made during February, March, and May of 2019, and may not reflect changes made subsequent to that date. Approximately 12"-36" of snow was present on the ground at the time of this survey in February and March. Features obscured by snow cover were located during subsequent field work.

Exterior property dimensions shown hereon were resolved based on found survey monuments and boundary resolution. Record bearings and distances are from Map T-20K recorded in the Office of the Clerk of Teton County, Wyoming. Boundaries of adjacent properties are shown for reference only.

The Basis of Bearings for this site plan is referenced to a direct GPS measurement and is considered geodetic, resulting in a bearing of S 89°32'42" E between the NW corner of the Deloney Street, LLC parcel and the NE corner of the BWD Street, LLC parcel as shown hereon.

All horizontal measurements are in units of US Survey Feet and are GPS derived ground measurements based on the Wyoming West (Zone 4904) State Plane Coordinate System, NAD 1983, Geoid 12B. The project scale factor is 1.000321819.

Building footprints shown hereon represent field measurements mapped as part of this survey and are not intended to represent architectural dimensions. Roof eaves and awnings were not mapped as part of this survey except where specifically indicated.

Current Zoning for Proposed Lots 2, 3, pt. Lot 4, Lot 6 = UC: Urban Commercial

For applicable setback and height regulations reference Section 2.2.10.B Downtown Core Zoning and Section 2.3.2.B Urban Commercial Zoning of the Town of Jackson Land Development Regulations, effective July 18, 2018, as amended.

Detached Single Family Unit:

Street Setback = 12'

Side Setback = 5'

Rear Setback = 20'

Max Height = 28'

Other Principle Use: Street Setback = 0'

Side Setback = 0'

Rear Setback = 0'

Max Height = 35'

Detached Accessory Structure: Street Setback = 30'

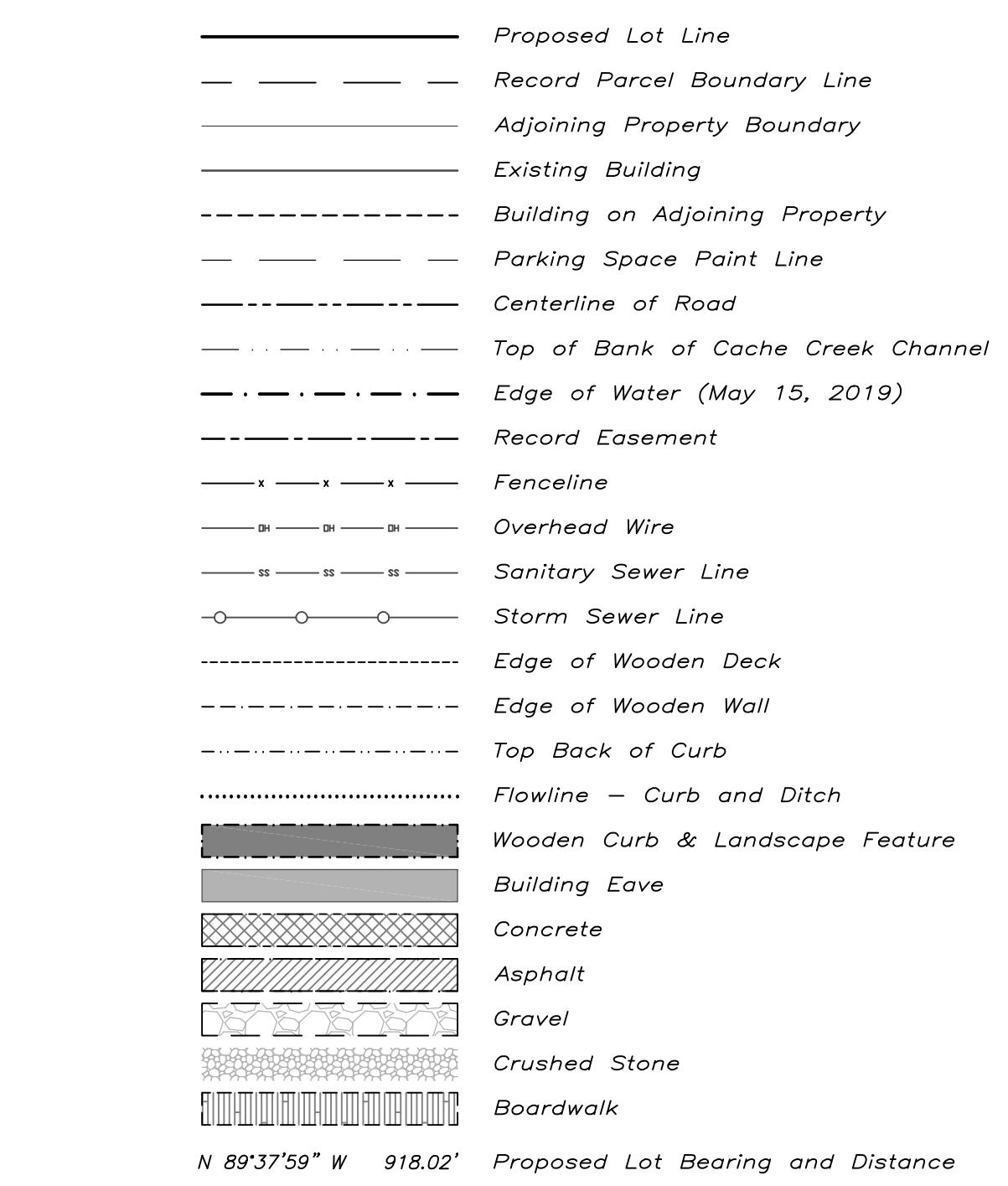
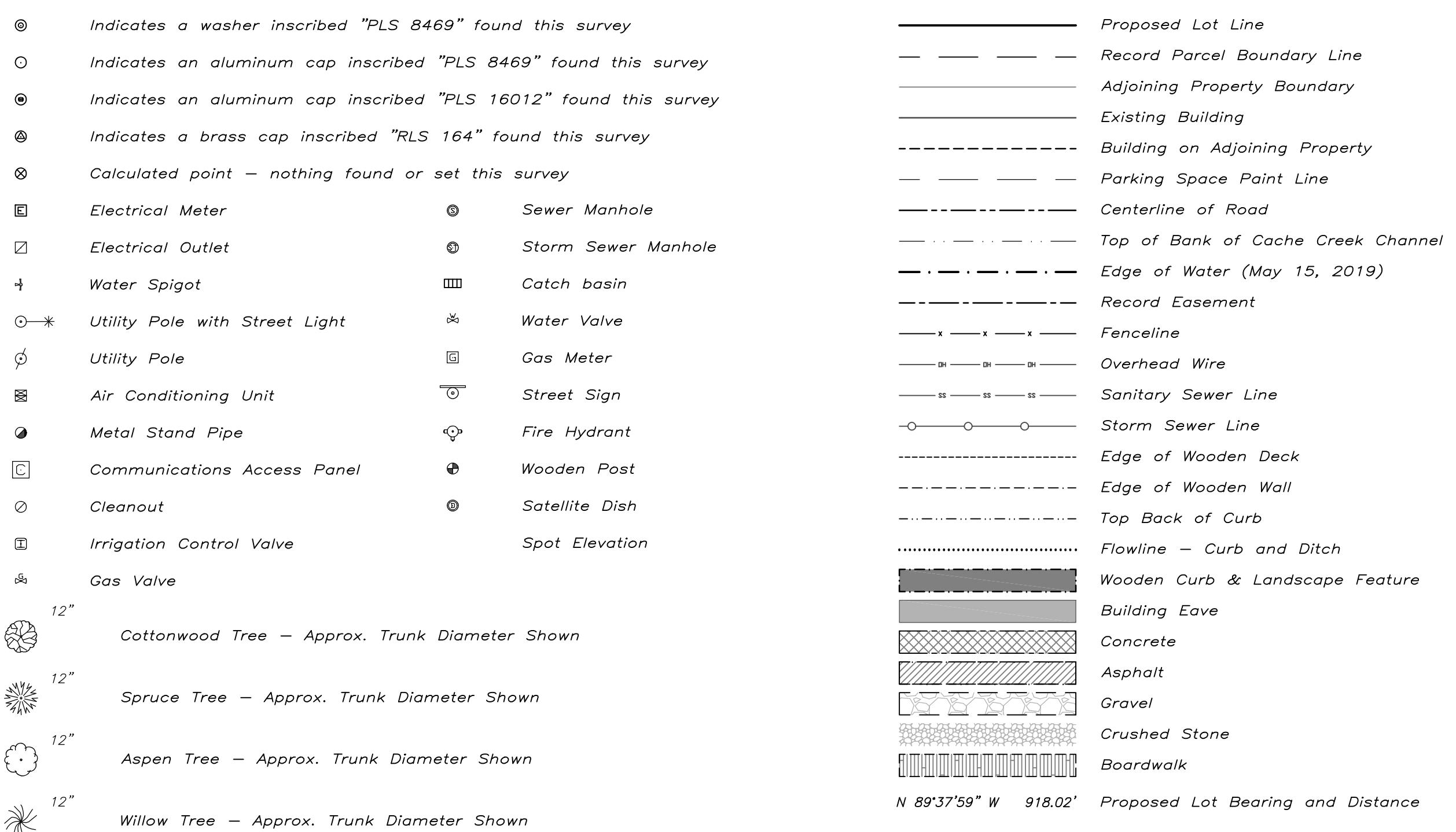
Side Setback = 5'

Rear Setback = 5'

Max Height = 28'

The Town of Jackson plans to relocate the Cache Creek Tube and relocate the existing stormwater channel into such enclosed tube off the Genevieve block project, therefore there is no setback from this channel.

Existing above ground utilities proposed to be relocated underground. See construction drawings for complete existing and proposed utility plans.

LEGEND

PROJECT CONTACT INFORMATION

Owner/Applicant:
Café G, LLC
P.O. Box 7372
Jackson WY, 83002
Ph: 307-733-7057

Agent:
Cirque Consulting, LLC
P.O. Box 7775
Jackson, WY 83002
Ph: 307-413-5424

Project Engineer:
The Land Group, Inc.
462 E. Shore Dr. Ste. 100
Eagle, ID 83616
Primary Contact: Jim Gute, PE
Ph: 208-939-4041

Submittal Date: November 1, 2019

PROPOSED LOT SUMMARY

GROSS ACREAGE:
135 E. Broadway - 1.38 ac.
175 E. Broadway - 0.46 ac.
Total: 1.84 ac. (80,188 sf.)

PROPOSED LOT ACREAGE:
LOT 1: 0.65 ac. (28,270 sf.)
LOT 2: 0.15 ac. (6,562 sf.)
LOT 3: 0.15 ac. (6,411 sf.)
LOT 4: 0.52 ac. (22,475 sf.)
LOT 5: 0.15 ac. (6,470 sf.)
LOT 6: 0.23 ac. (10,000 sf.)

TITLE REPORT NOTES

The following information is provided from that Ownership & Encumbrance Report No. W-20934 issued by Wyoming Title & Escrow, Inc. with an effective date of September 12, 2019.

ALL ITEMS EXCEPT THOSE LISTED BELOW ARE NOT PERTINENT TO, DISCERNIBLE BY, OR ABLE TO BE SHOWN ON THIS SITE PLAN. THIS INCLUDES ITEMS 1-3, 6-9, 12.

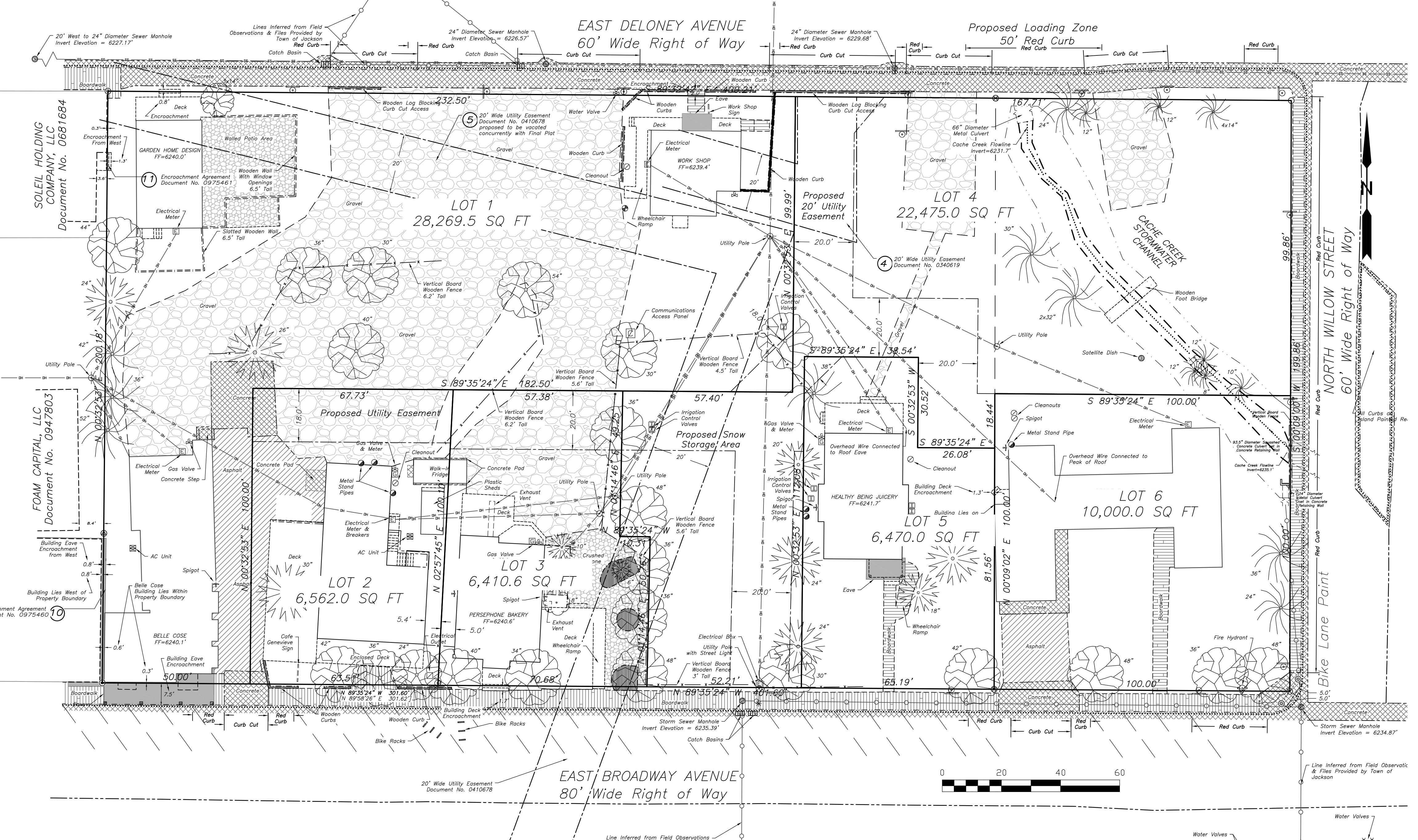
④ An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded November 13, 1992, as [Document No. 0340619], Official Records.

⑤ An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded January 22, 1996, as [Document No. 0410678], Official Records.

⑩ Encroachment Agreement by and between Foam Capital, LLC, a Wyoming limited liability company and Deloney Street, LLC, a Wyoming limited liability company, setting forth terms, recorded August 16, 2019, as (Instrument) 0975460, Official Records.

⑪ Encroachment Agreement by and between Soleil Holding Company, LLC, a Wyoming limited liability company and Deloney Street, LLC, a Wyoming limited liability company, setting forth terms, recorded August 16, 2019, as (Instrument) 0975461, Official Records.

Document numbers were added in brackets to Title Report Notes to replace book and page numbers.


Appendix C.
**Site Plan
Genevieve Block**
**Final Development Plan
being part of**

SW1/4 SW1/4 Sec. 27 T41N, R117W, 6th P.M.
Town of Jackson, Teton County, Wyoming

GENEVIEVE BLOCK CAFE G. LLC EAST BROADWAY AVE., JACKSON, WYOMING

Development Contacts:

OWNER / APPLICANT:
CAFE G, LLC
PO BOX 7372
JACKSON, WY 83002
CONTACT: ROBBIN LEVY

ENGINEER:
THE LAND GROUP, INC.
462 E. SHORE DRIVE, STE. 100
EAGLE, ID 83616
(208) 939-4041
CONTACT: JAMES W. GUTE, PE



Sheet Index

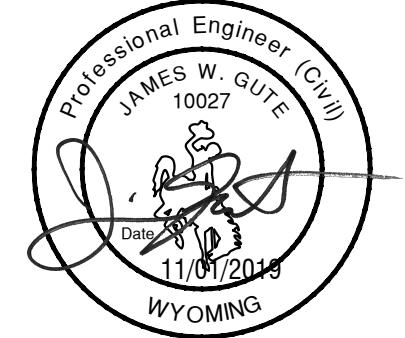
Sheet Number	Sheet Title
C0.00	Cover
C1.00	Demolition Plan - Overall
C1.01	Demolition Plan - Area 1
C1.02	Demolition Plan - Area 2
C1.50	ESC Site Plan
C1.55	ESC Details
C2.00	Materials and Layout Plan - Overall
C2.01	Materials and Layout Plan - Area 1
C2.02	Materials and Layout Plan - Area 2
C2.50	Site Details
C3.00	General Notes
C4.01	Grading Plan - Area 1
C4.02	Grading Plan - Area 2
C5.00	Utility Plan - Overall
C5.01	Utility Plan - Area 1
C5.02	Utility Plan - Area 2
C5.10	Sewer Plan & Profile - Area 1
C5.11	Sewer Plan & Profile - Area 2
C5.12	Sewer Plan & Profile - Area 2A
C5.20	Storm Plan & Profile - Area 1
C5.21	Storm Plan & Profile - Area 2

GENEVIEVE BLOCK

Cafe G. LLC

EAST BROADWAY AVE.
Logan WV 92001

Revised



Project No.: 119147
Date of Issuance: 11.01.2019

Construction Documents Cover

cover

GO ON

65.00

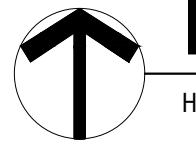
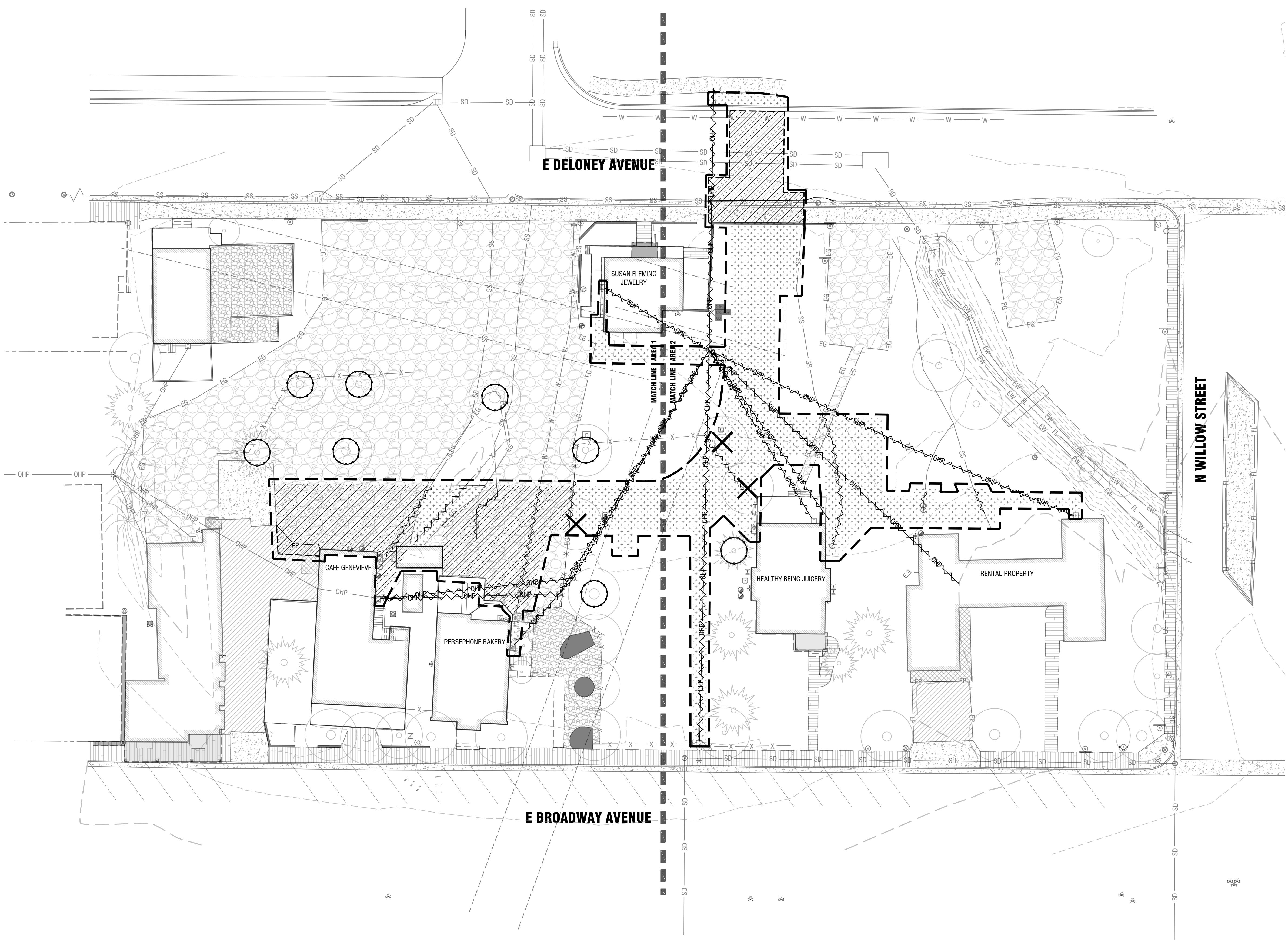


Dig Line, Inc.

Call Before You Dig!

811

CO.00

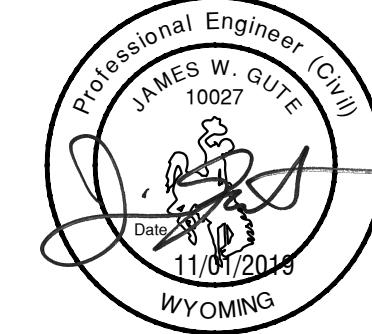

Demolition Plan - Overall

File Number: 119147-000 Rev 00 Date 08/01/2014
Last Printed: 08/01/2014 10:45 AM
Last Saved: 08/01/2014 10:45 AM

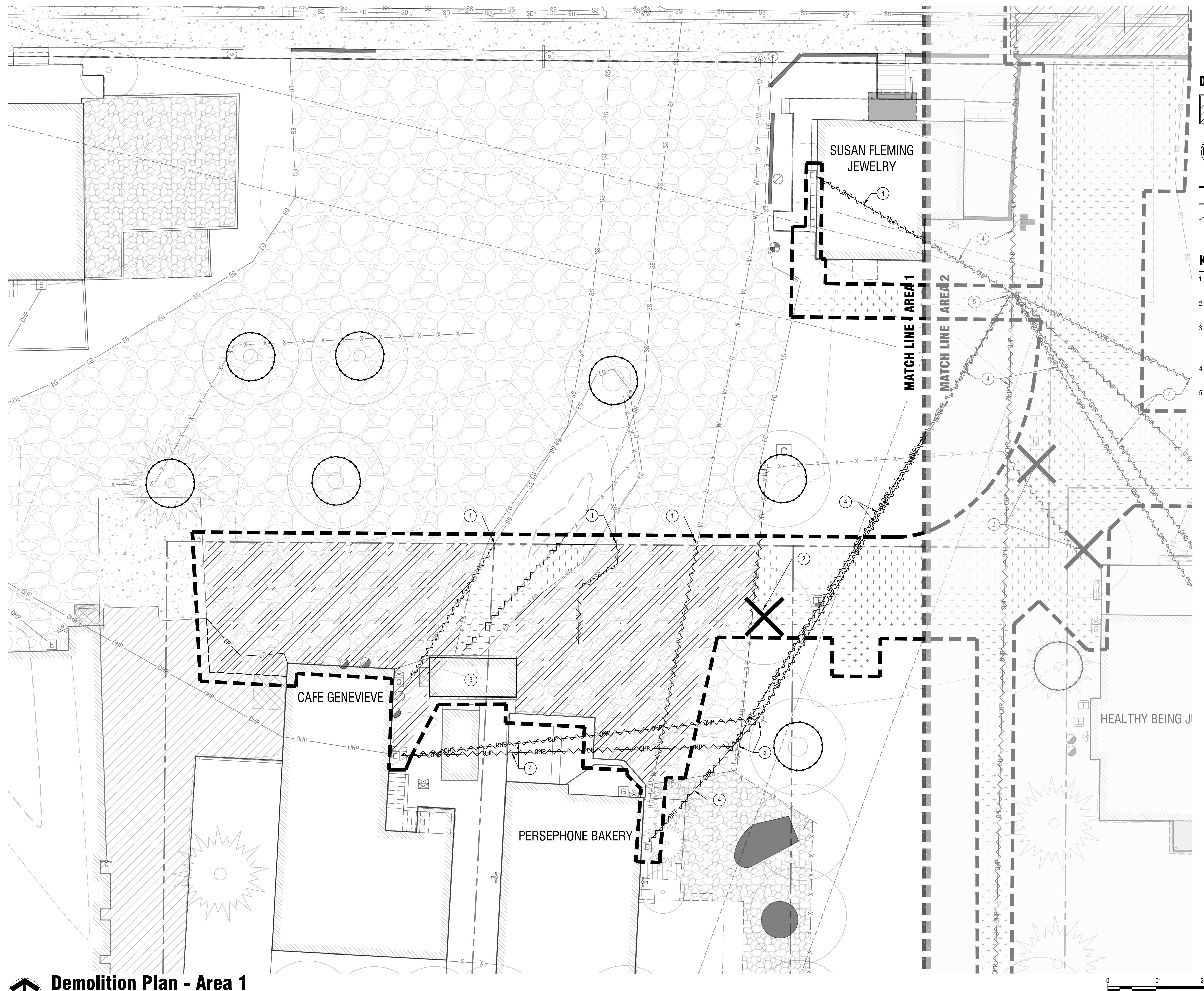
Horizontal Scale: 1" = 20'

0 20' 40'

**GENEVIEVE BLOCK
Cafe G, LLC**
EAST BROADWAY AVE.
Jackson, WY 83001

 Revisions
1.

 Project No.: 119147
Date of Issue: 11/01/2019
Project Milestone: 100% CD

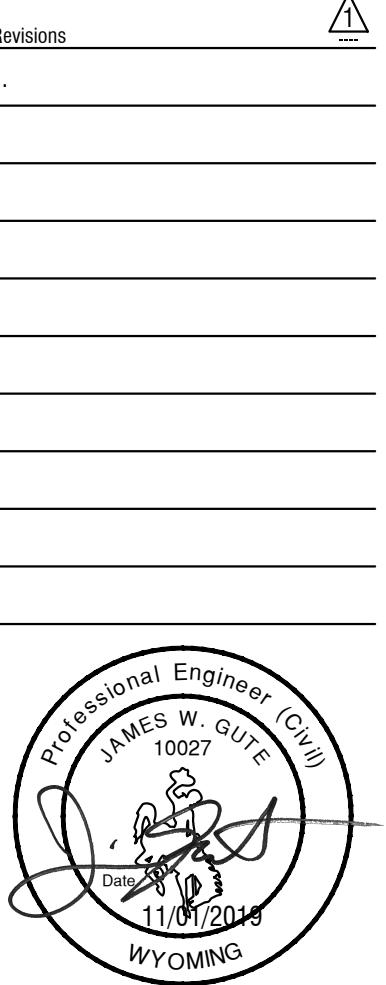
**Construction Documents
Demolition Plan - Overall**
C1.00



GENEVIEVE BLOCK Cafe G. LLC

EAST BROADWAY AVE.

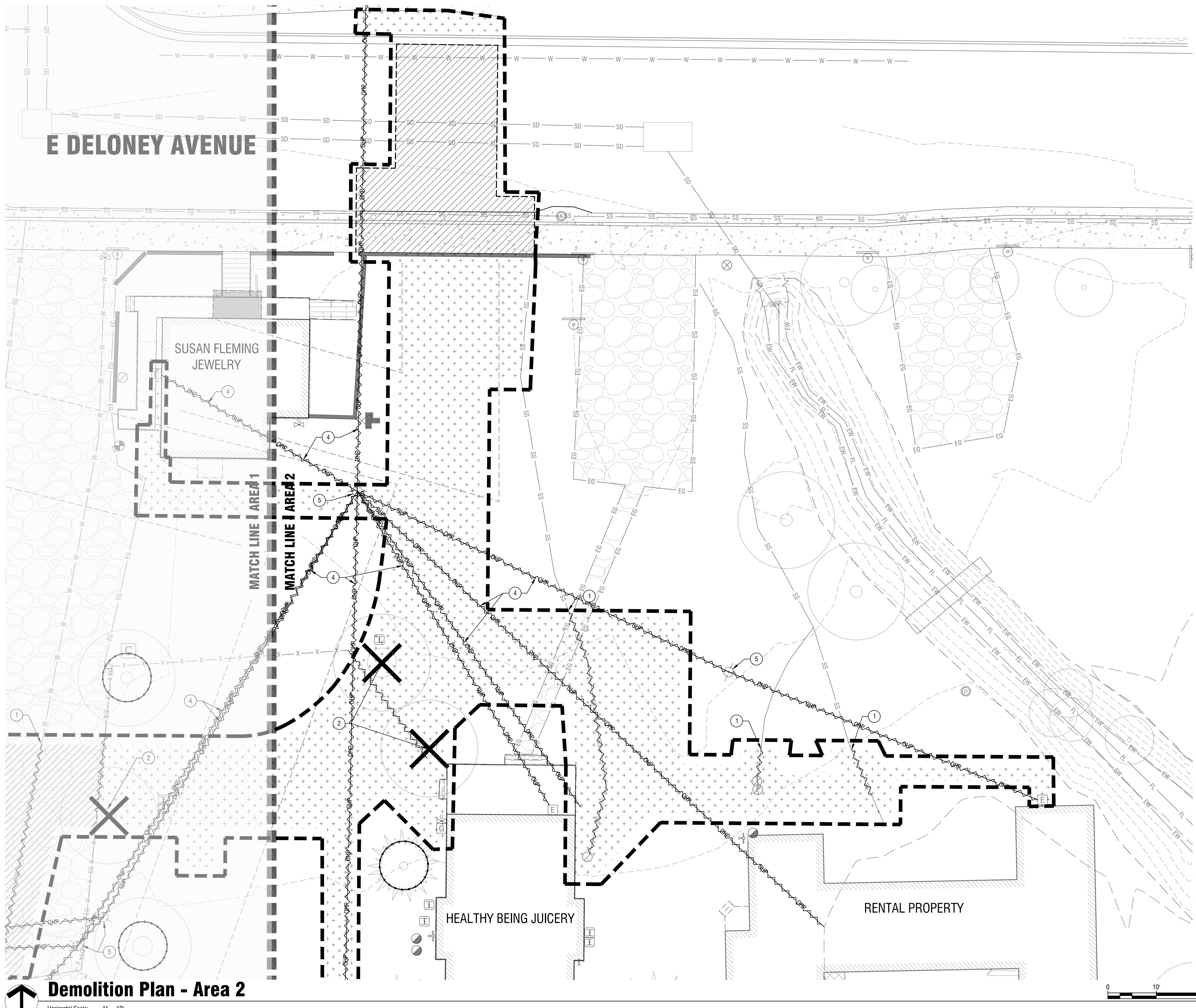
Jackson, WY 83001

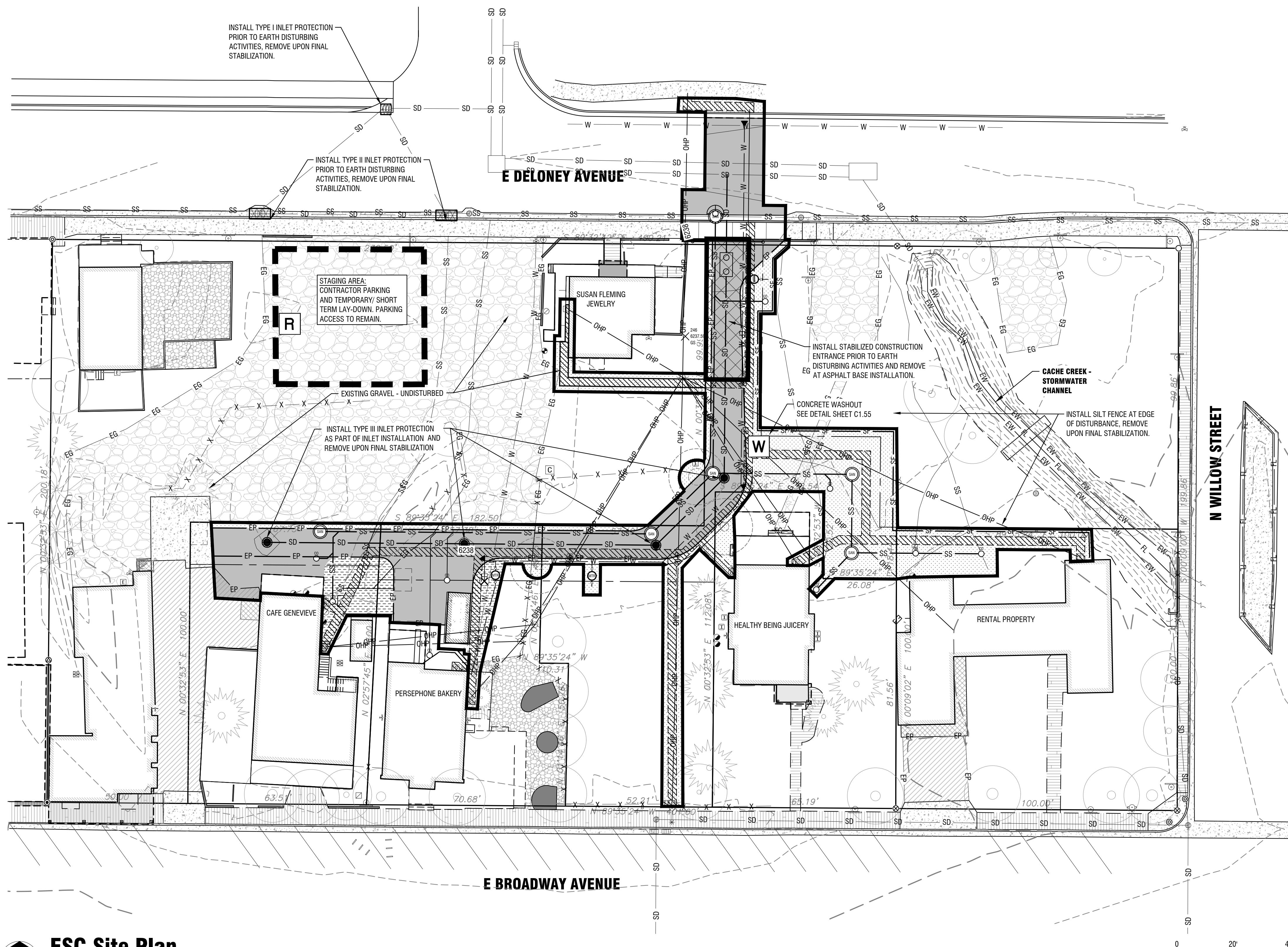


Project No.: 119147
 Date of Issue: 11/01/2019
 Project Milestone: 100% CD

Construction Documents
 Demolition Plan - Area 1

C1.01





Contact Information

OWNER: CAFE G. LLC
PO BOX 7372
JACKSON, WY 83002-7372
CONTACT: ROBBIN LEVY MOMMSEN
PHONE: 307.733.7057

CONTRACTOR: TO BE DETERMINED

ONSITE ESC COORDINATOR: TO BE DETERMINED

PLAN PREPARER: ROGER COLLINS
COMPANY: THE LAND GROUP, INC.
462 E. SHORE DR., STE. 100
EAGLE, IDAHO 83616
PHONE: 208.939.4041

SIGNATURE:  DATE: 10.31.2019

PROJECT ENGINEER: THE LAND GROUP, INC.
462 E. SHORE DR., STE. 100
EAGLE, IDAHO 83616
PRIMARY CONTACT: JIM GUTE, PE
PHONE: 208.939.4041

SWPPP General Notes:

- ALL BMP'S SHALL BE INSPECTED AT A MINIMUM ONCE EVERY 7 DAYS AND WITHIN 24 HOURS OF ANY PRECIPITATION EVENT AND/OR SNOW MELT EVENT WHICH EXCEEDS 0.5 INCHES. INSPECTION FREQUENCY MAY BE REDUCED TO ONCE EVERY 30 DAYS IF: THE PERMITTEE HAS COMPLETED EARTHWORK AND CONSTRUCTION ACTIVITIES AT THE CONSTRUCTION SITE AND HAS INSTALLED BMP'S AS SPECIFIED IN THE SWPPP. ALL AREAS TO BE INSPECTED MONTHLY MUST HAVE COMPLETED INSTALLATION OF TEMPORARY OR PERMANENT STABILIZATION MEASURES AS REQUIRED IN PART 7.15 OF THE LGCP.
- DEWATERING IS NOT EXPECTED FOR THIS SITE. IF WATER IS ENCOUNTERED, PUMPED DISCHARGES FROM CONSTRUCTION SITES COVERED UNDER THIS PERMIT ARE LIMITED TO STORM WATER AND MINOR AMOUNTS OF GROUND WATER. A SEPARATE PERMIT MUST BE OBTAINED FOR THE DISCHARGE OF WATER FROM OTHER SOURCES, INCLUDING GROUND WATER. WHERE THERE IS SUFFICIENT GROUND WATER PRESENT SUCH THAT IT MUST BE PUMPED FROM THE CONSTRUCTION SITE, THOSE DISCHARGES DO NOT MEET THE DEFINITION OF MINOR AMOUNTS OF GROUND WATER AND MUST BE COVERED UNDER A SEPARATE WYDPS PERMIT SPECIFICALLY FOR THOSE DISCHARGES. ONSITE ESC CONTRACTOR IS RESPONSIBLE FOR ALL NON-STORMWATER MANAGEMENT.
- STREET SWEEPING WILL BE IMPLEMENTED ON AN AS-NEEDED BASIS AS DETERMINED BY THE ESC RESPONSIBLE PERSON. CONSTRUCTION SITE EGRESS LOCATIONS MUST BE INSPECTED FOR EVIDENCE OF SEDIMENT BEING TRACKED OFF-SITE BY VEHICLES OR EQUIPMENT ONTO PAVED SURFACES. ACCUMULATIONS OF TRACKED AND DEPOSITED SEDIMENT MUST BE REMOVED FROM PAVED SURFACES WITHIN 24 HOURS OR, IF APPLICABLE, WITHIN A SHORTER TIME IF SPECIFIED BY LOCAL AUTHORITIES OR THE DEPARTMENT.
- WORKMAN SHALL PARK ON THE AREA DESIGNATED AS WORKMAN PARKING OR AN OFF-SITE LOCATION IF PRE-APPROVED.
- ALL DROP INLETS, CATCH BASINS, AND CURB INLETS NOTED ON PLAN SHALL HAVE INLET PROTECTION PROVIDED. SEE THE SWPPP PLAN DETAILS ON SHEET C1.55 AND MANUFACTURERS GUIDELINES FOR INSTALLATION INSTRUCTIONS.
- LOCATE ALL PORTABLE RESTROOMS AS FAR FROM PUBLIC AND PRIVATE STORM DRAIN SYSTEMS AS POSSIBLE. ANCHOR TO GROUND TO PREVENT VANDALISM.
- SLURRY AND CUTTINGS FROM SAWCUTTING OF CONCRETE OR ASPHALT SHALL BE VACUUMED DURING CUTTING AND SURFACING OPERATIONS. SLURRY AND CUTTINGS SHALL NOT REMAIN ON PERMANENT CONCRETE OR ASPHALT PAVEMENT OVERNIGHT. SLURRY AND CUTTINGS SHALL NOT DRAIN TO ANY NATURAL OR CONSTRUCTED DRAINAGE CONVEYANCE. COLLECTED SLURRY AND CUTTINGS SHALL BE DISPOSED OF IN A MANNER THAT DOES NOT VIOLATE GROUNDWATER OR SURFACE WATER QUALITY STANDARDS.
- SEE MATERIALS PLANS FOR INFORMATION CONCERNING FINAL SOIL STABILIZATION MEASURES.
- ALL EXCESS MATERIAL SHALL BE HAULED OFF SITE AND DISPOSED OF AT AN APPROVED LOCATION. EXCESS MATERIAL MAY BE TEMPORARILY STORED ON SITE (IF APPROVED BY THE OWNER) AT A PRE-APPROVED LOCATION. IF MATERIAL IS STOCKPILED FOR MORE THAN 14 DAYS STOCKPILE IS TO BE STABILIZED.
- ALL ESC WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE LGCP.
- ANY MODIFICATIONS TO THIS PLAN REQUIRE APPROVAL OF THE DESIGNER OR THE ONSITE RESPONSIBLE PERSON.
- TOTAL DISTURBED AREA IS APPROXIMATELY 0.29± ACRES.
- UPON CONTRACT APPROVAL BY THE CONTRACTOR, IT IS RECOGNIZED THAT THE CONTRACTOR HAS REVIEWED THE PLAN DRAWINGS AND THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS AND CONDITIONS CONTAINED HEREIN.

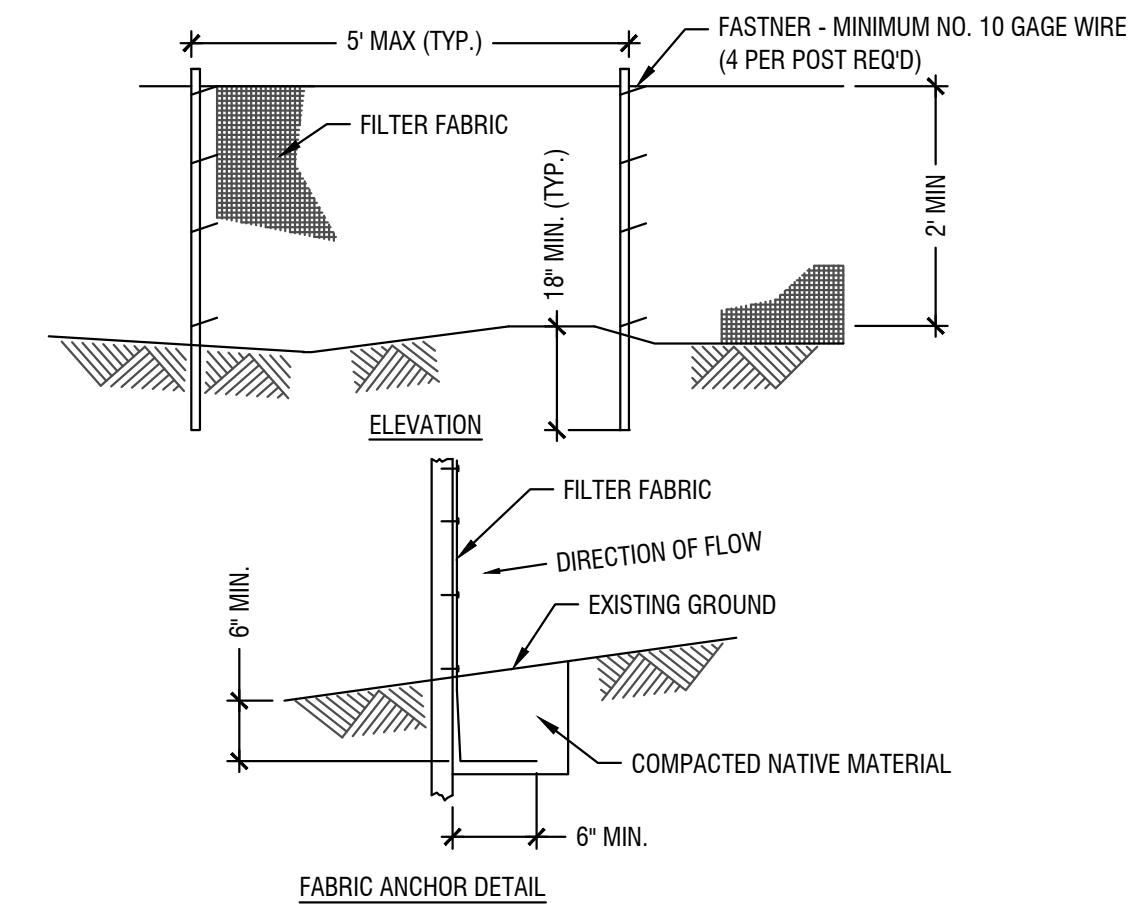
GENEVIEVE BLOCK Cafe G. LLC

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JACKSON, WY 83001

Revisions

1.



NOTES:

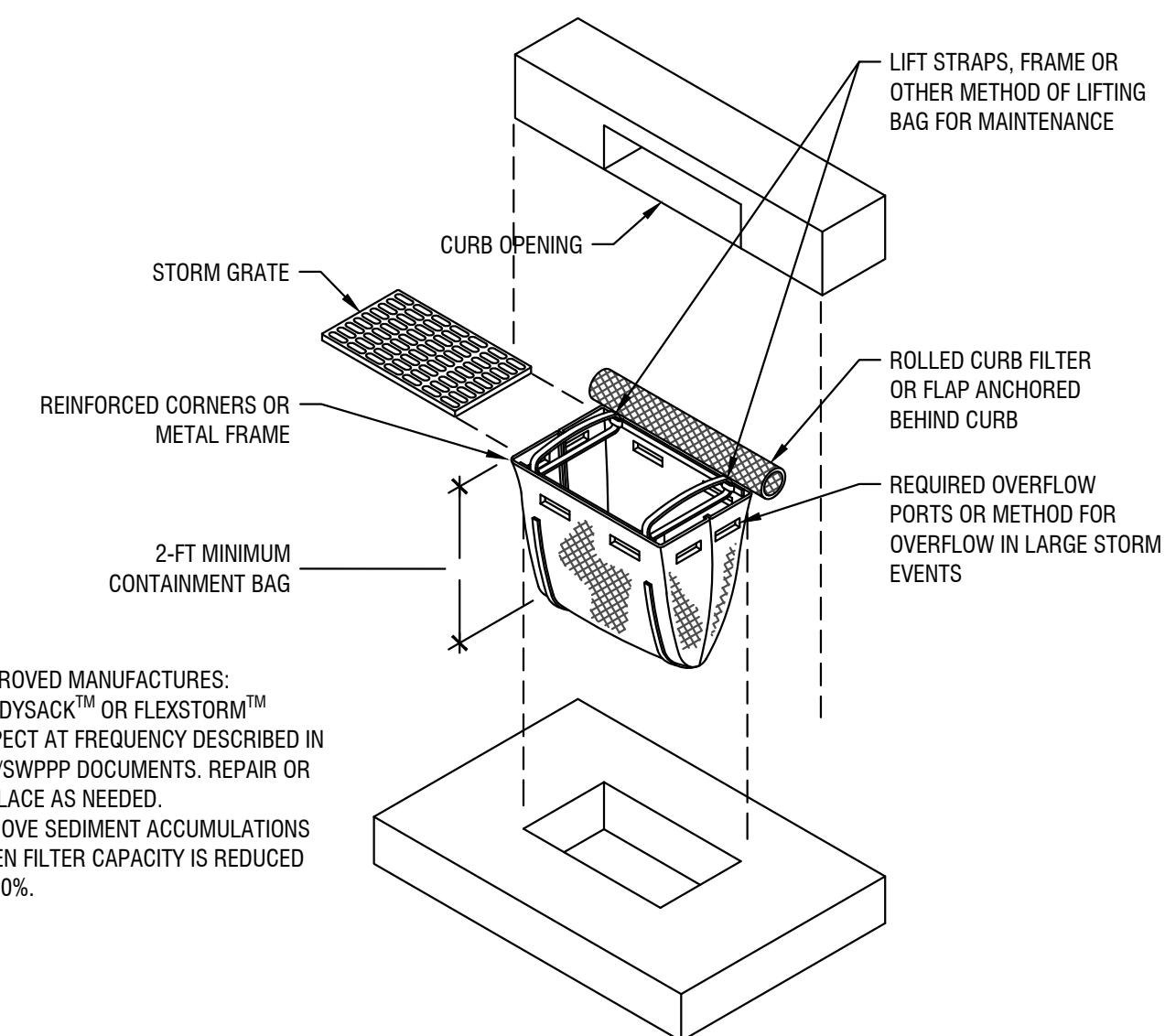
1. TEMPORARY SEDIMENT FENCE SHALL BE INSTALLED PRIOR TO ANY GRADING WORK IN THE AREA TO BE PROTECTED. THEY SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED IN CONJUNCTION WITH THE FINAL GRADING AND SITE STABILIZATION.
2. FILTER FABRIC SHALL BE CLASS 1 WITH EQUIVALENT OPENING SIZE OF AT LEAST 30 FOR NONWOVEN AND 50 FOR WOVEN.
3. FENCE POSTS SHALL BE EITHER STANDARD STEEL POST OR WOOD POST WITH A MINIMUM CROSS-SECTIONAL AREA OF 3.0 SQ. IN.

1 Silt Fence Install 1

Scale: NTS

2 Silt Fence Overlap Install

Scale: NTS



4 Drop Inlet Protection Type II

Scale: NTS

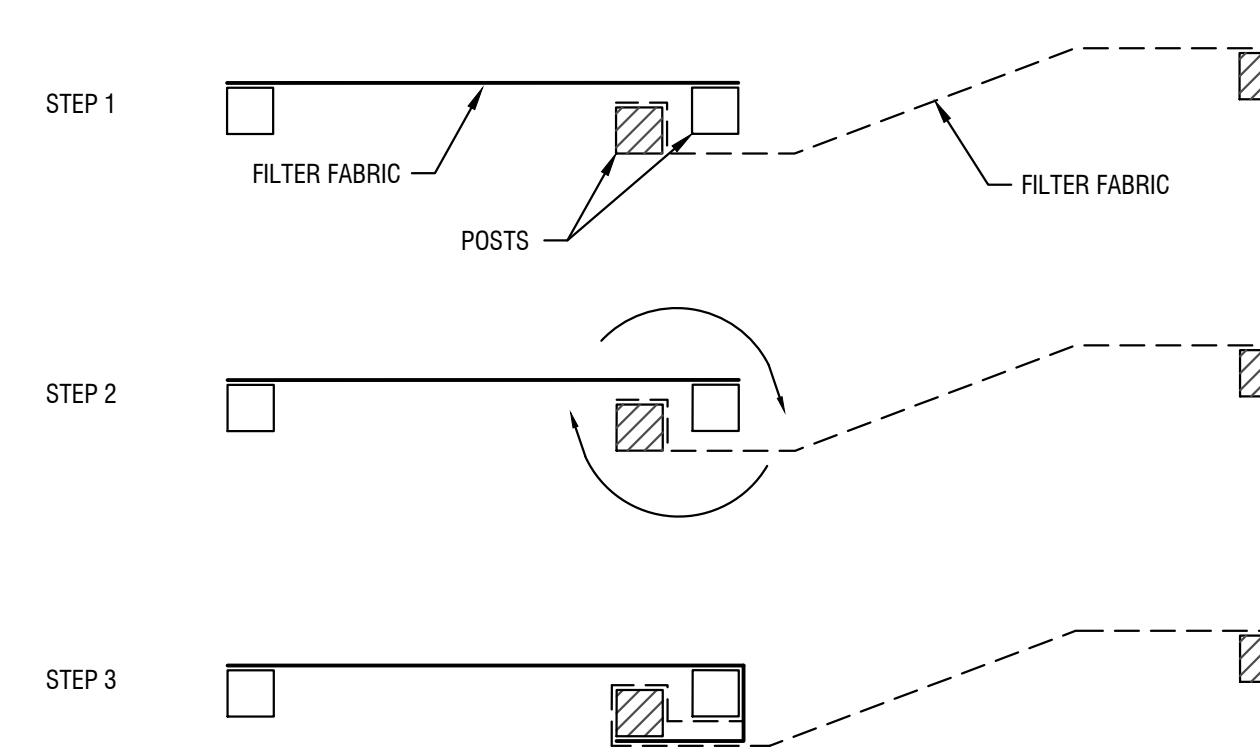
5 Drop Inlet Protection Type III

Scale: NTS

NOTES:

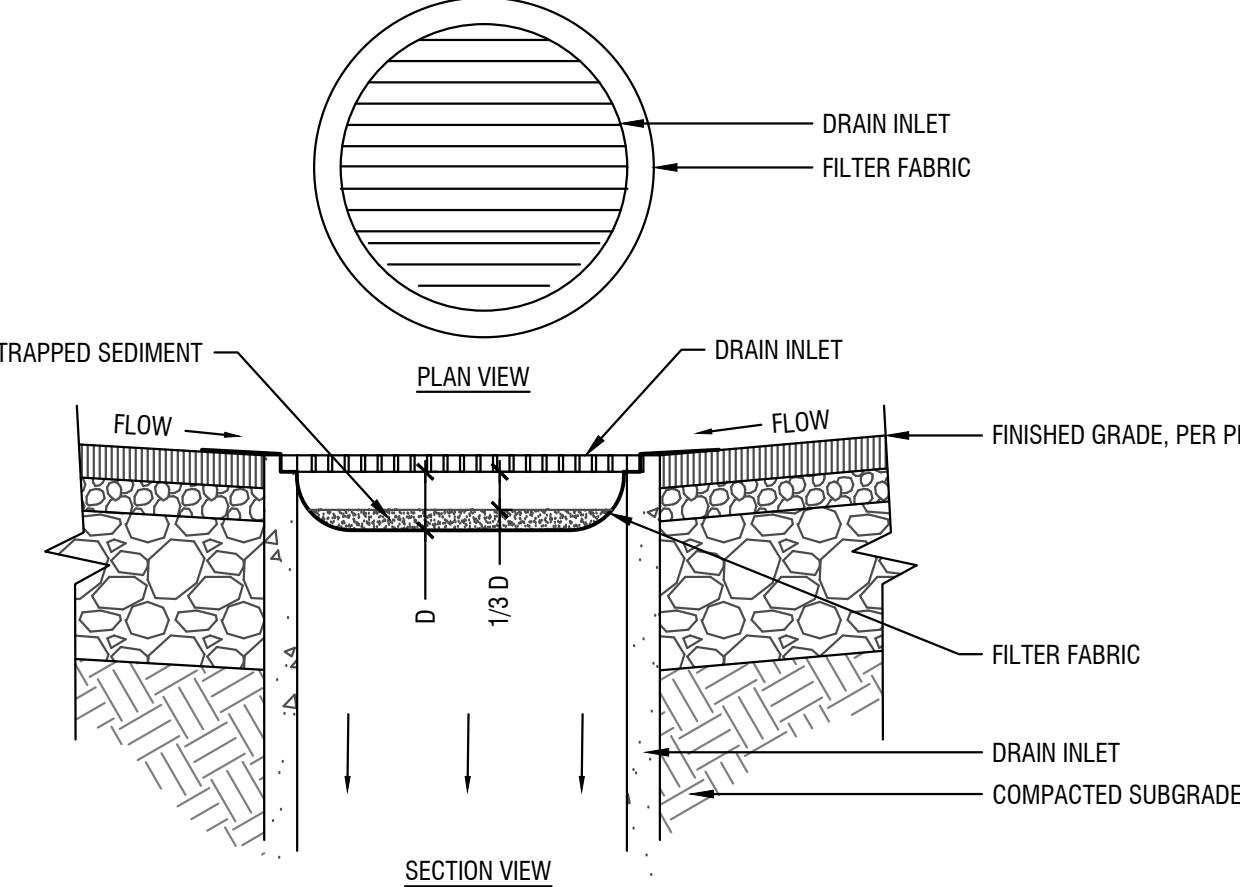
1. PLACE THE END POST OF THE SECOND FENCE INSIDE THE END POST OF THE FIRST FENCE.
2. ROTATE BOTH POSTS AT LEAST 180 DEGREES IN A CLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FABRIC MATERIAL.
3. DRIVE BOTH POSTS A MINIMUM OF 18 INCHES INTO THE GROUND AND BURY THE FLAP.

ATTACHING TWO SILT FENCES



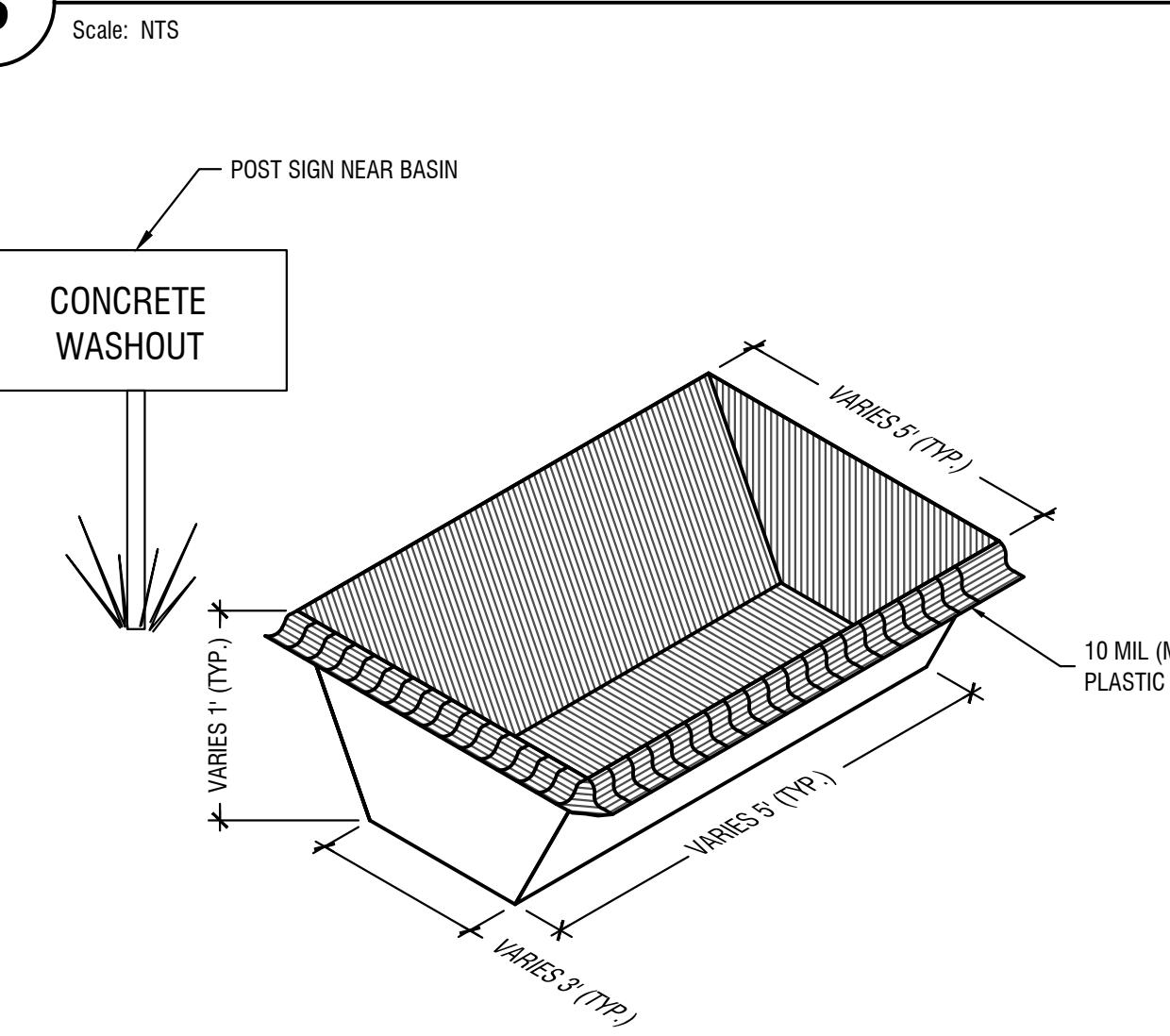
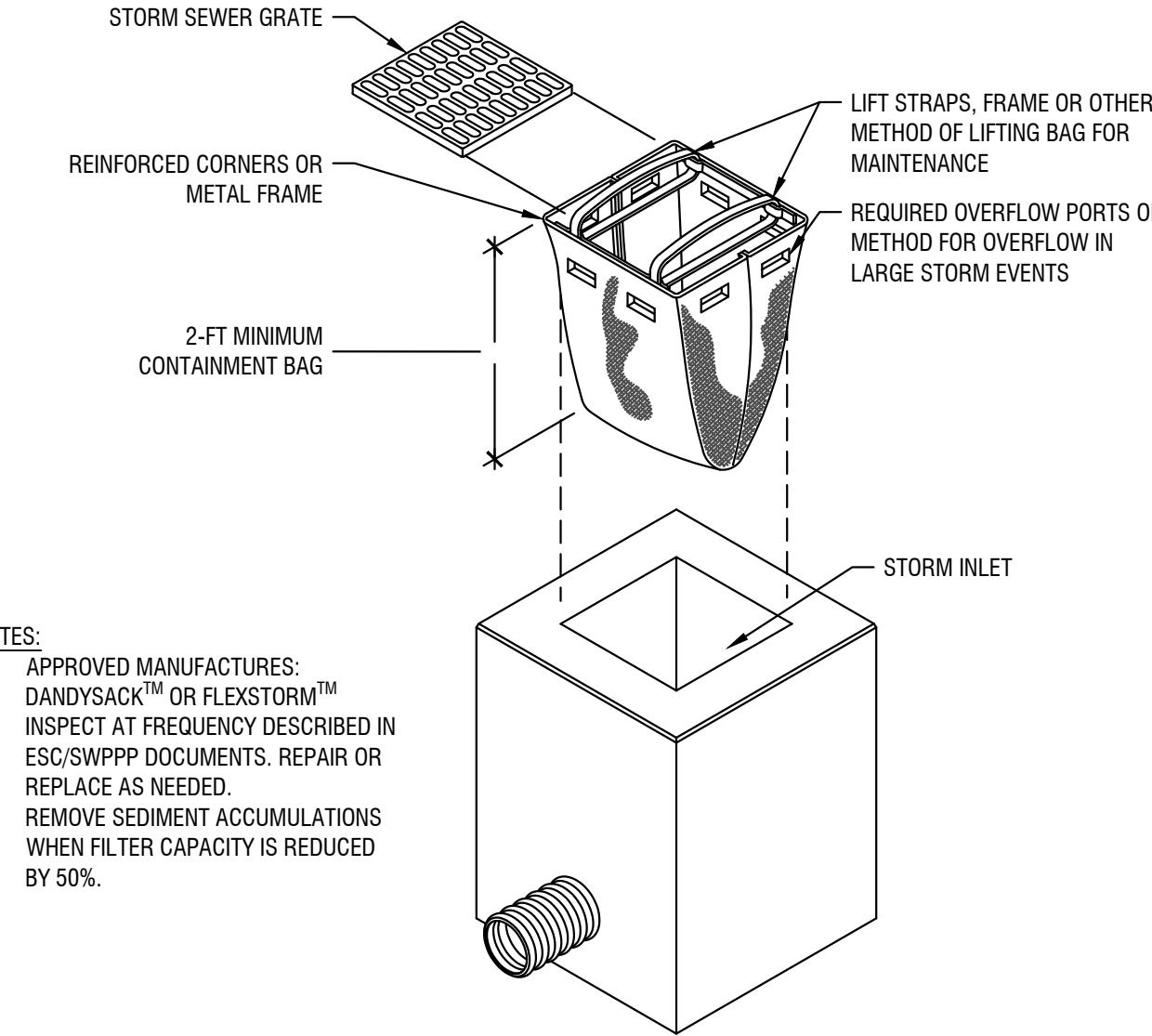
3 Drop Inlet Protection Type I

Scale: NTS



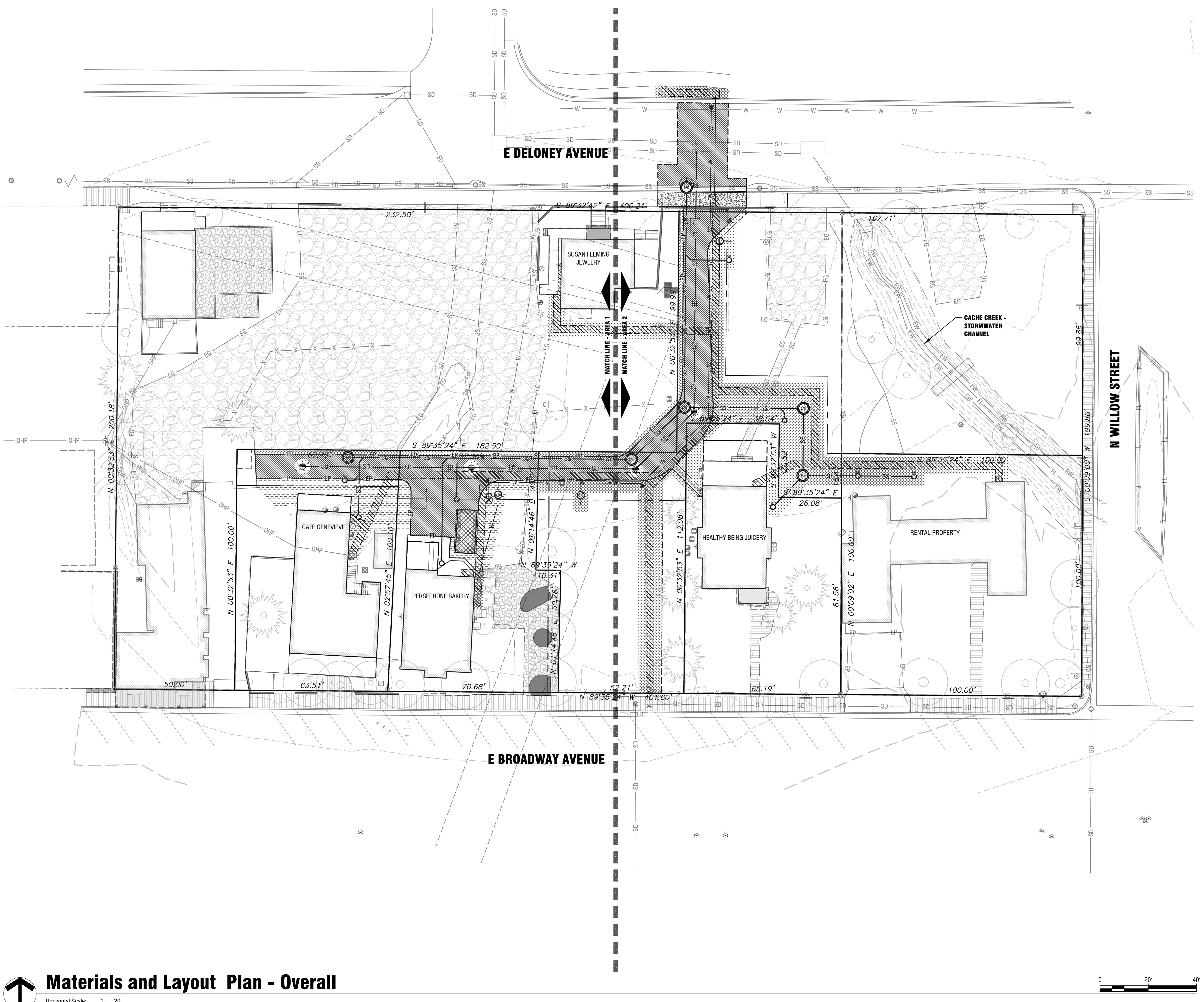
6 Concrete Washout

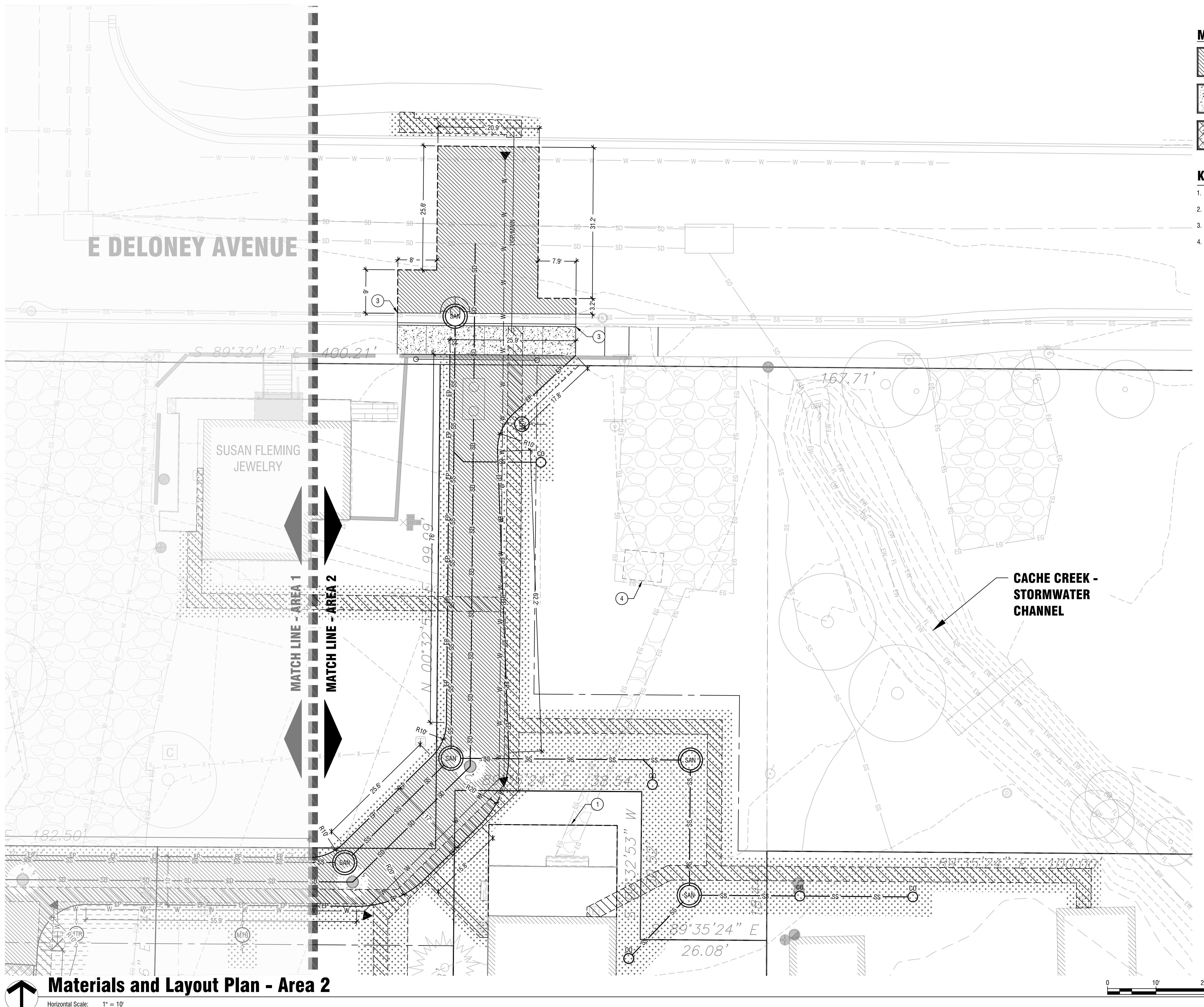
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NOTES:

1. DIMENSIONS VARY. RESPONSIBLE PERSON SHALL SIZE BASIN APPROPRIATELY.



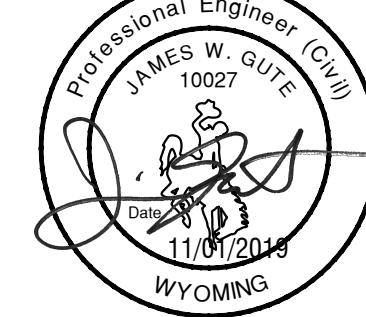


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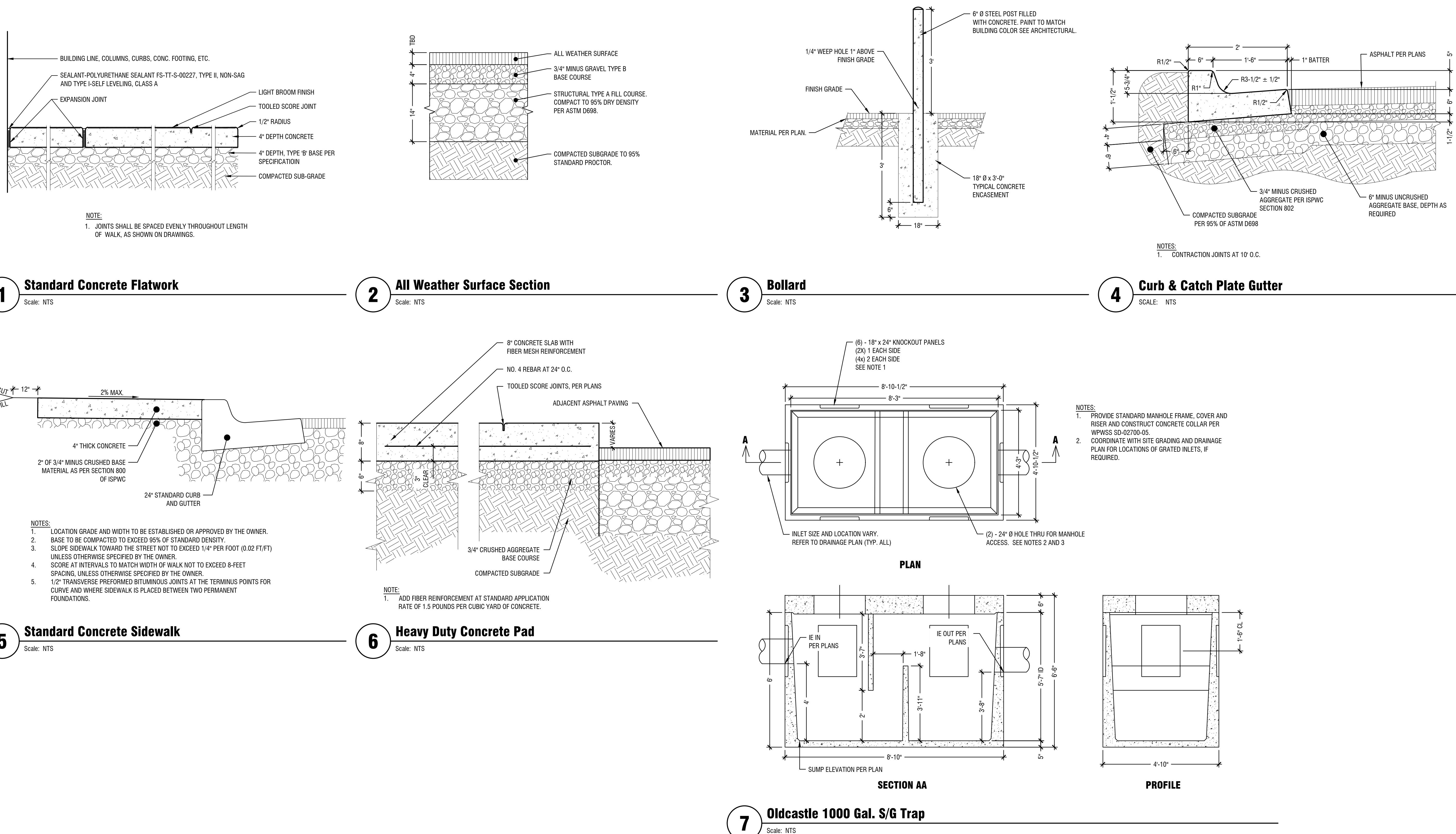
Revisions
1.



Project No.: 119147
Date of Issue: 11/01/2019
Project Milestone: 100% CD

Construction Documents
Materials and Layout
Plan - Area 2

C2.02

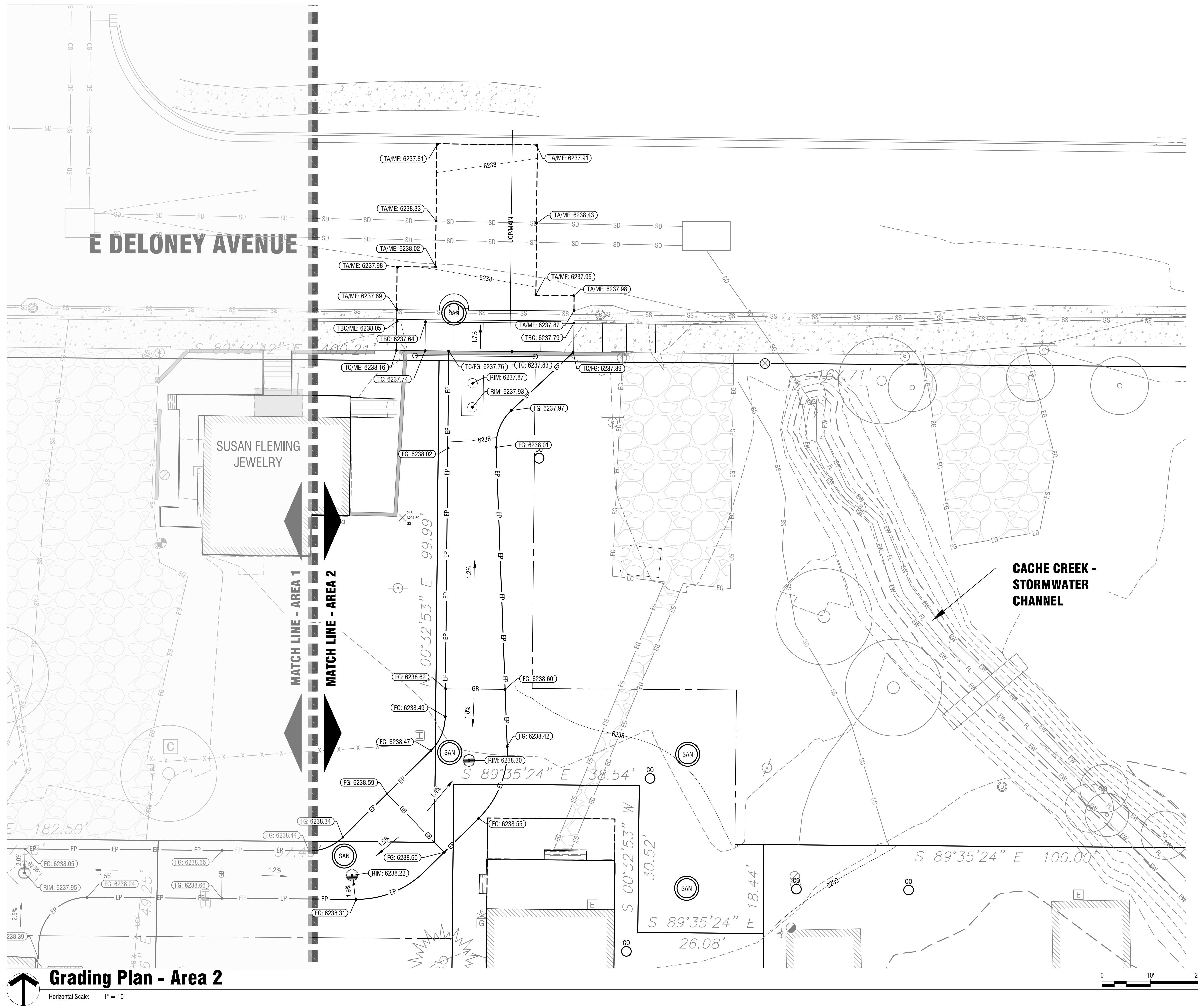


General Notes:

- THE CONTRACTOR SHALL AT ALL TIMES COORDINATE HIS WORK WITH THAT OF OTHERS ON THE SITE. THE CONTRACTOR SHALL HAVE A RESPONSIBLE PARTY WHO SHALL HAVE THE AUTHORITY TO REPRESENT AND ACT FOR THE CONTRACTOR ON THE JOB SITE DURING ALL WORKING HOURS.
- THE CONTRACTOR SHALL EXAMINE THE SITE, COMPARE IT WITH THE PLANS AND SPECIFICATIONS, CAREFULLY EXAMINE ALL OF THE CONTRACT DOCUMENTS, AND SATISFY HIMSELF AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED BEFORE ENTERING INTO CONTRACT. NO ALLOWANCE SHALL SUBSEQUENTLY BE MADE ON BEHALF OF THE CONTRACTOR ON ACCOUNT OF AN ERROR ON HIS PART AND/OR HIS NEGLIGENCE AND/OR FAILURE TO ACQUAINT HIMSELF WITH THE CONDITIONS OF THE SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING STREETS OR SIDEWALKS DURING THE CONSTRUCTION OF THIS PROJECT, AND SHALL REPAIR SUCH DAMAGE TO THE SATISFACTION OF THE GOVERNING AGENCY, AT NO EXTRA COST TO THE OWNER.
- ALL MATERIALS AND FINISHES SHALL BE AS PER DRAWINGS, DETAILS AND SPECIFICATIONS. SOME MATERIALS MAY REQUIRE SEVERAL WEEK ORDER LEAD TIME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ANY AND ALL ORDERING LEAD TIMES, AND PROVIDING REQUIRED MATERIALS AT THE PROJECT SITE IN A TIMELY MANNER. NO UNAPPROVED SUBSTITUTIONS WILL BE ALLOWED. CONTACT THE OWNER'S REPRESENTATIVE IMMEDIATELY IF A SPECIFIED MATERIAL IS NOT AVAILABLE.
- ALL EXISTING CONDITIONS AND STRUCTURES, NOT SPECIFICALLY NOTED FOR REMOVAL, SHALL BE RETAINED AND PROTECTED. EXISTING CONDITIONS AND STRUCTURES THAT ARE DAMAGED DURING THE COURSE OF CONSTRUCTIONS SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- ALL CONTRACTORS WORKING WITHIN THE PUBLIC RIGHT-OF-WAY ARE REQUIRED TO SECURE A RIGHT-OF-WAY CONSTRUCTION PERMIT FROM THE TOWN OF JACKSON AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION.
- ALL CONSTRUCTION SHALL CONFORM TO THE TOWN OF JACKSON UTILITY STANDARDS AND THE LATEST EDITION OF THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS (WPWSS) AS APPLICABLE. NO EXCEPTIONS TO THESE STANDARDS WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE GOVERNING AGENCY.
- THE CONTRACTOR SHALL PERFORM ALL CLEARING AND SITE PREPARATION NECESSARY FOR THE PROPER EXECUTION OF ALL WORK INDICATED ON THESE PLANS AND SPECIFICATIONS.
- THE LAND GROUP, INC. DOES NOT AND CANNOT GUARANTEE THE ACCURACY OF WORK DONE BY OTHERS AND INCLUDES THIS INFORMATION FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE TO CONTACT THE OWNER'S REPRESENTATIVE TO REQUEST CLARIFICATION OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THIS PLAN AND INFORMATION SHOWN ELSEWHERE. IN THE EVENT THE CONTRACTOR PROCEEDS WITH CONSTRUCTION WITHOUT OFFICIAL CLARIFICATION FROM THE OWNER'S REPRESENTATIVE, HE SHALL BE LIABLE FOR THE COST OF CORRECTIVE WORK AND SHALL REPAIR OR RECONSTRUCT THE FAULTY WORK TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING, ERECTING AND MAINTAINING THE REQUIRED MATERIALS, EQUIPMENT AND MANPOWER NECESSARY FOR PUBLIC SAFETY AND TRAFFIC CONTROL WITHIN THE PROJECT LIMITS AND ON THE APPROACHES TO THE PROJECT.
- THE CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL AND ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
- IF ANY ARCHEOLOGICAL, CULTURAL OR HISTORICAL RESOURCES, OR ARTIFACTS OR OTHER FEATURES ARE DISCOVERED DURING THE COURSE OF CONSTRUCTION ANYWHERE ON THE PROJECT SITE, WORK SHALL BE SUSPENDED IN THAT LOCATION UNTIL A QUALIFIED PROFESSIONAL ARCHEOLOGIST ASSESSES THE SIGNIFICANCE OF THE DISCOVERY. THE OWNER SHALL BE NOTIFIED IMMEDIATELY OF ANY FINDS. IN CONSULTATION WITH THE ARCHEOLOGIST AND THE GOVERNING AGENCY, APPROPRIATE MEASURES FOR PRESERVATION SHALL BE ESTABLISHED PRIOR TO THE COMMENCEMENT OF WORK.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ON THESE PLANS ARE APPROXIMATE. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL UNDERGROUND FACILITIES. HOWEVER THE LAND GROUP, INC. OR ITS CONSULTANTS ASSUMES NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE EXISTING FACILITIES SHOWN HERE OR FOR THE EXISTENCE OF OTHER UNDERGROUND UTILITIES OR OBJECTS WHICH MAY BE DISCOVERED BUT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE DUE TO CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL CONTACT ONE CALL OF WYOMING 48 HOURS PRIOR TO ANY EXCAVATION. 811 OR 1-800-849-2476.
- DURING THE COURSE OF THE WORK, THE CONTRACTOR SHALL COORDINATE AND ACCOMMODATE OTHER CONTRACTORS, OPERATIONS OF THE OWNER, AND LOCAL AGENCIES.
- NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION IF INCONSISTENCIES, ERRORS OR DISCREPANCIES ARE FOUND IN THESE PLANS.
- CONTRACTOR SHALL HAVE AN APPROVED SET OF PLANS, PROJECT SPECIFICATIONS, A COMPLETE COPY OF THE LATEST EDITION OF THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS (WPWSS) AND THE TOWN OF JACKSON UTILITY STANDARDS.

Earthwork Notes

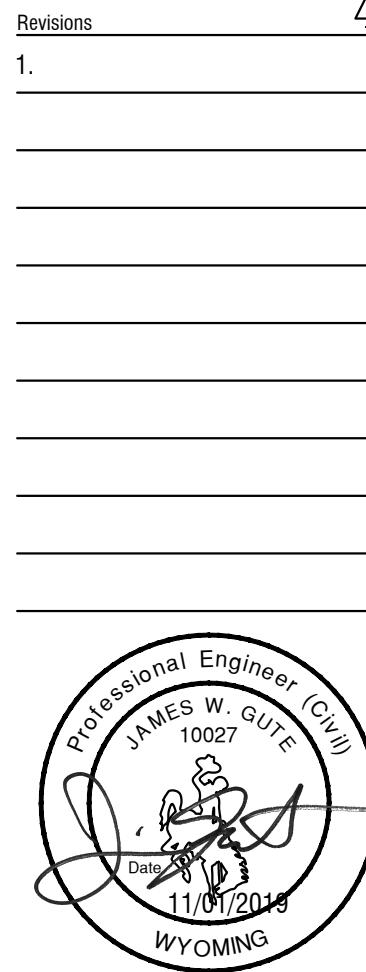
- DEFINITIONS
 - STRUCTURAL FILL: SOIL MATERIALS USED TO RAISE THE GRADES BENEATH BUILDINGS, FOOTINGS, FOUNDATIONS, RETAINING WALLS, SLABS, CURBS, MECHANICAL AND ELECTRICAL APPURTENANCES, OR OTHER MAN-MADE STATIONARY FEATURES CONSTRUCTED ABOVE OR BELOW THE GROUND SURFACE.
 - BUILDING PAD AREAS: THE LIMITS DESIGNATED ON THE GRADING PLAN WITHIN WHICH A BUILDING FOUNDATION IS LIKELY TO OCCUR. BUILDINGS LOCATED OUTSIDE OF THESE LIMITS MAY REQUIRE REEXCAVATION AND REPLACEMENT OF STRUCTURAL FILL AT THE TIME OF CONSTRUCTION BY THE BUILDING CONTRACTOR.
 - LOAD STRESS ENVELOPE: A 1 VERTICAL TO 1 HORIZONTAL (1:1) PLANE EXTENDING DOWNWARD FROM THE OUTSIDE EDGE OF THE FOOTING.
 - MOISTURE CONDITIONING: THE PROCESS OF RAISING THE MOISTURE LEVELS IN THE SOIL TO LEVELS AT OR NEAR OPTIMUM. INCLUDES SCARIFYING, ADDING WATER, MIXING OF SOIL AND RECOMPACT FOLLOWED BY TESTING TO CONFIRM THAT MOISTURE LEVELS HAVE BEEN MET.
 - AIR DRYING: THE PROCESS OF LOWERING THE MOISTURE LEVELS IN THE SOIL TO LEVELS AT OR NEAR OPTIMUM.
- GENERAL
 - WHERE IT IS NOT SPECIFICALLY STATED IN THESE SPECIFICATIONS THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS SHALL GOVERN.
 - CONTRACTOR SHALL CONTACT "ONE CALL OF WYOMING" 48 HOURS PRIOR TO ANY EXCAVATION. 811 OR 1-800-849-2476.
- STRIP
 - THE STRIPPED SURFACE SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO SUBSEQUENT EXCAVATION OR FILLING.
 - STOCKPILE EXCAVATED LANDSCAPE FILL MATERIALS AND STRUCTURAL FILL MATERIAL SEPARATELY WITHOUT INTERMINGLING. PLACE, GRADE, AND SHAPE STOCKPILES TO DRAIN SURFACE WATER.
- EXCAVATION
 - STOCKPILE EXCAVATED LANDSCAPE FILL MATERIALS AND STRUCTURAL FILL MATERIAL SEPARATELY WITHOUT INTERMINGLING. PLACE, GRADE, AND SHAPE STOCKPILES TO DRAIN SURFACE WATER.
- SUBGRADE INSPECTION
 - NOTIFY GEOTECHNICAL ENGINEER WHEN EXCAVATIONS HAVE REACHED REQUIRED SUBGRADE FOR APPROVAL AFTER STRIP AND PRIOR TO FILL.
 - IF UPON INSPECTION OF SUBGRADE, GEOTECHNICAL ENGINEER DETERMINES THAT ADDITIONAL STRIP IS NECESSARY THAT UNSATISFACTORY SOIL IS PRESENT, CONTINUE EXCAVATION AND REPLACE WITH COMPAKTED FILL MATERIAL AS DIRECTED.
 - IF GEOTECHNICAL ENGINEER DETERMINES THAT THE SUBGRADE AREAS THAT HAVE BEEN "MOISTURE CONDITIONED" OR "AIR DRIED" DO NOT MEET THE REQUIRED MOISTURE LEVELS, REPEAT MOISTURE CONDITIONING OR AIR DRYING PROCESS WITHOUT ADDITIONAL COMPENSATION.
 - WHEN APPROVAL OF SUBGRADE HAS BEEN OBTAINED FROM THE GEOTECHNICAL ENGINEER, THE CONTRACTOR SHALL KEEP THE SUBGRADE SOILS DRY, UNFROZEN AND FREE OF TRAFFIC UNTIL THE FULL PAVEMENT SECTION HAS BEEN INSTALLED.
 - RECONSTRUCT SUBGRADES DAMAGED BY FREEZING TEMPERATURES, FROST, RAIN, ACCUMULATED WATER, OR CONSTRUCTION ACTIVITIES, AS DIRECTED BY GEOTECHNICAL ENGINEER, WITHOUT ADDITIONAL COMPENSATION.
- SOIL FILL
 - STRUCTURAL FILL: ACCEPTABLE SOIL CLASSIFICATION GROUPS GW, GP, GM, SW, SP, SM AND ML OR A COMBINATION OF THESE GROUPS; FREE OF ROCK OR GRAVEL LARGER THAN 6 INCHES IN ANY DIMENSION, DEBRIS, WASTE, FROZEN MATERIALS, VEGETATION, AND OTHER DELETERIOUS MATTER. SILT SOILS (GM, SM AND ML) MAY BE USED AS STRUCTURAL FILL IF IT CONTAINS LESS THAN 3% ORGANICS AS DETERMINED BY THE GEOTECHNICAL ENGINEER AND THE PLACEMENT AND COMPAKATION OF THE MATERIAL IS SUPERVISED AND APPROVED BY THE GEOTECHNICAL ENGINEER. USE OF SILT SOILS AS STRUCTURAL FILL IS PROHIBITED BELOW FOOTINGS.
 - LANDSCAPE SOIL FILL: THE STRIP MATERIAL (ML) WHICH CANNOT BE USED AS STRUCTURAL MATERIAL, (I.E., GREATER THAN 3% ORGANICS), MAY BE USED AS LANDSCAPE FILL MATERIAL.
 - PLOW, SCARIFY, BENCH, OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL SO FILL MATERIAL WILL BOND WITH EXISTING MATERIAL.
 - DO NOT PLACE BACKFILL OR FILL SOIL MATERIAL ON SURFACES THAT ARE MUDDY, FROZEN, OR CONTAIN FROST OR ICE.
 - UNIFORMLY MOISTEN OR AERATE SUBGRADE AND EACH SUBSEQUENT FILL OR BACKFILL SOIL LAYER BEFORE COMPAKATION TO WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT. SOILS NOT MAINTAINED WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT AT TIME OF COMPAKATION SHALL BE CONSIDERED UNSATISFACTORY.
 - REMOVE AND REPLACE, OR SCARIFY AND AIR DRY OTHERWISE SATISFACTORY SOIL MATERIAL THAT EXCEEDS OPTIMUM MOISTURE CONTENT BY 2 PERCENT AND IS TOO WET TO COMPAK TO SPECIFIED DRY UNIT WEIGHT.
 - PROTECT APPROVED SUBGRADE SOIL FROM RECEIVING EXCESS MOISTURE. IF THIS SOIL IS ALLOWED TO RECEIVE MOISTURE, WHICH RAISES IT ABOVE ITS OPTIMUM LEVELS, IT WILL BECOME INSTABLE AND NOT BE COMPAKTABLE. INSTABLE SOIL SHALL BE REMOVED AND REPLACED WITH ENGINEERED FILL AT THE CONTRACTOR'S EXPENSE.
 - SUBGRADE MATERIALS WHICH HAVE BEEN PREVIOUSLY APPROVED BUT HAVE BEEN DRIED OR DAMPENED CAUSING THE SOIL TO BE OUTSIDE OF REQUIRED MOISTURE LEVELS SHALL BE RE-MOISTURE CONDITIONED AT CONTRACTOR'S EXPENSE.
 - SANDY SILT (ML) USED AS STRUCTURAL FILL MAY REQUIRE MOISTURE CONDITIONING, AS DETERMINED BY THE GEOTECHNICAL ENGINEER. MOISTURE CONDITIONING SHALL BE AS FOLLOWS: SCARIFY TO A DEPTH OF 12 INCHES. APPLY WATER TO RAISE THE MOISTURE LEVEL IN THE SOIL 1 TO 4 PERCENTAGE POINTS ABOVE OPTIMUM. RECOMPACT TO AT LEAST 95% AND NO MORE THAN 98% OF THE MAXIMUM DENSITY AS REQUIRED BY ASTM D 1557 "MODIFIED PROCTOR".
 - COMPAKATION OF STRUCTURAL FILL: PLACE MATERIALS IN LAYERS NOT MORE THAN 12 INCHES IN LOOSE DEPTH. COMPACT STRUCTURAL FILL TO NOT LESS THAN THE FOLLOWING PERCENTAGES OF MAXIMUM DRY DENSITY:
 - 6.11.1. BELOW STRUCTURES: COMPACT EACH LAYER OF STRUCTURAL FILL TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557.
 - 6.11.2. BELOW RIGID PAVEMENTS: COMPACT 12 INCHES OF EXISTING SUBGRADE TO 95 PERCENT OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698. COMPACT EACH LAYER OF STRUCTURAL FILL TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557.
 - 6.11.3. BELOW FLEXIBLE PAVEMENTS: COMPACT 12 INCHES OF EXISTING SUBGRADE TO 95 PERCENT OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698. COMPACT EACH LAYER OF STRUCTURAL FILL TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557.
 - 6.11.4. UNDER LAWN OR UNPAVED AREAS: SCARIFY AND RECOMPACT TOP 6 INCHES BELOW SUBGRADE AND COMPACT EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL TO A MINIMUM OF 90 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557.
 - 6.11.5. UTILITY TRENCHES: COMPACT EACH LAYER OF INITIAL AND FINAL BACKFILL SOIL MATERIAL TO 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557.
 - 6.11.6. STRUCTURAL FILL WITHIN THE BUILDING PAD AREAS DESCRIBED ABOVE AND WITHIN THE "LOAD STRESS ENVELOPE" SHALL BE PLACED AND COMPACTED TO THE ELEVATIONS SHOWN ON THE GRADING PLAN.
- GRADING
 - UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE, FREE OF IRREGULAR SURFACE CHANGES. COMPLY WITH COMPAKATION REQUIREMENTS AND GRADE TO CROSS SECTIONS, LINES, AND ELEVATIONS INDICATED. PROVIDE A SMOOTH TRANSITION BETWEEN ADJACENT EXISTING GRADES AND NEW GRADES. CUT OUT SOFT SPOTS AND FILL USING COMPAKATION GUIDELINES PER THE GEOTECHNICAL ENGINEER, FILL LOW SPOTS, AND TRIM HIGH SPOTS TO COMPLY WITH REQUIRED SURFACE TOLERANCES.
 - FINISH SUBGRADES TO REQUIRED ELEVATIONS WITHIN THE FOLLOWING TOLERANCES: PAVEMENTS: PLUS OR MINUS 1/2 INCH BASE COURSE, PLUS OR MINUS 0.1 FEET SUBGRADE; UNPAVED AREAS: PLUS OR MINUS 0.3 FEET.
 - MAXIMUM SLOPE SHALL BE 3:1 UNLESS OTHERWISE INDICATED.



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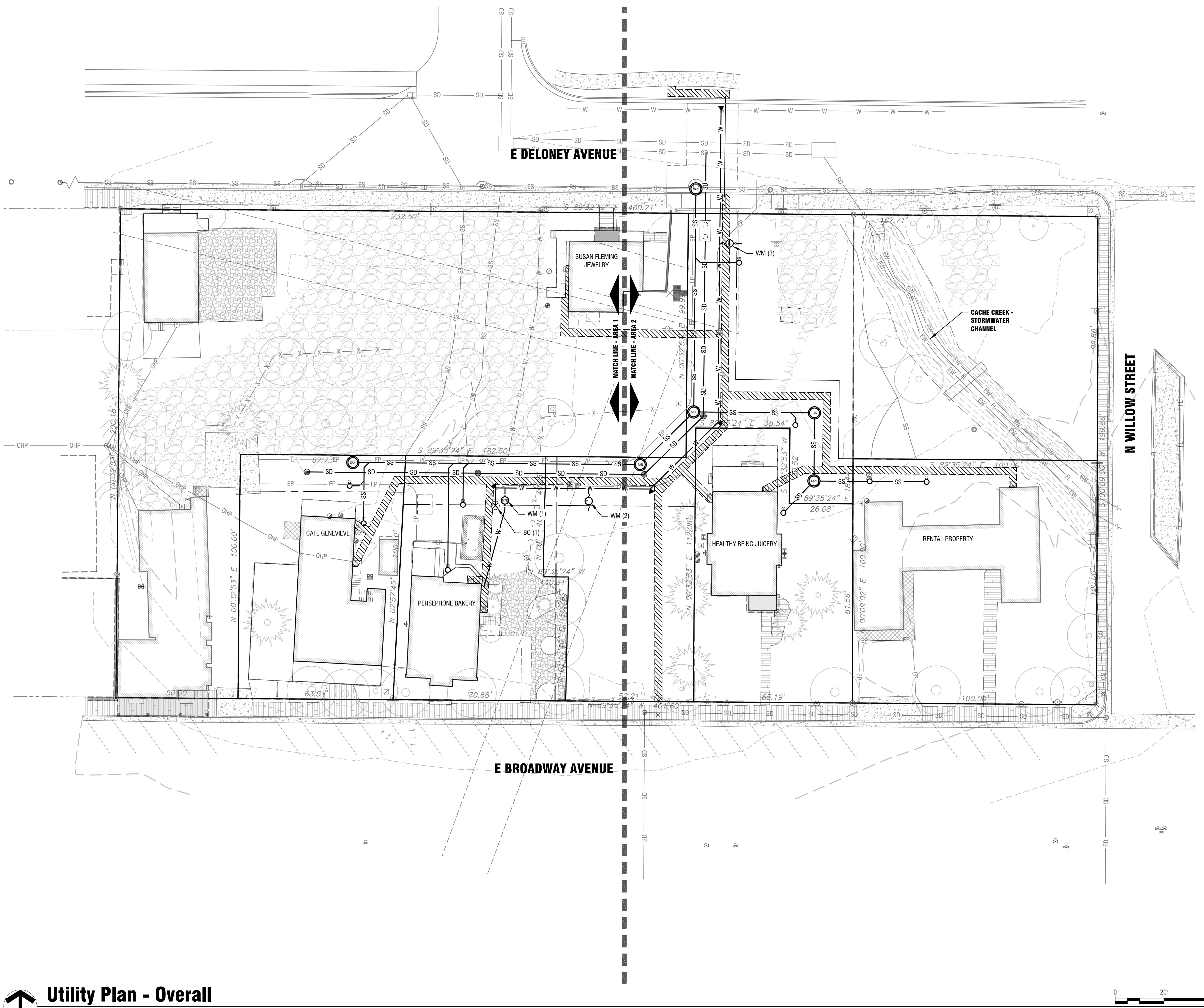
Jackson, WY 83001

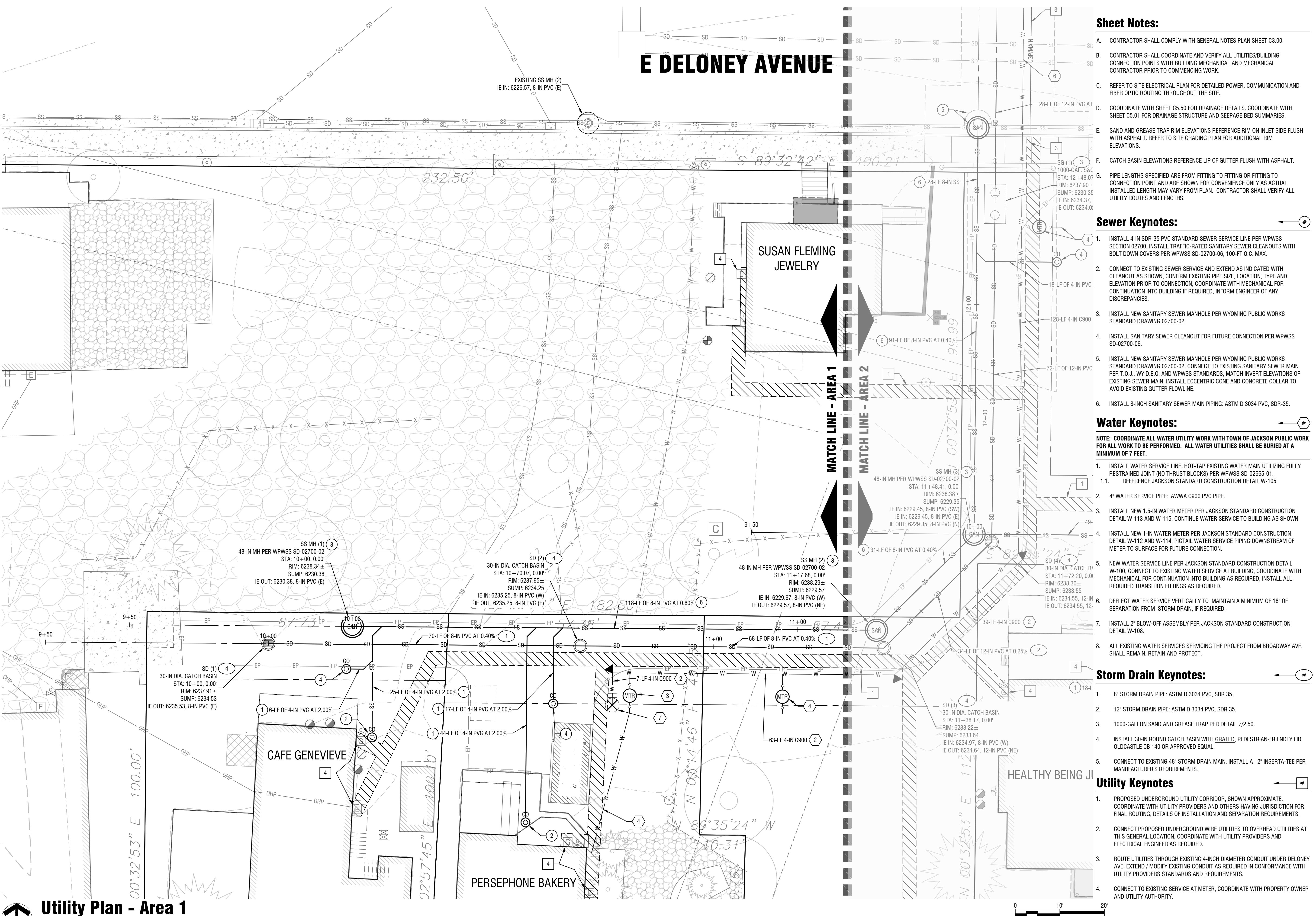


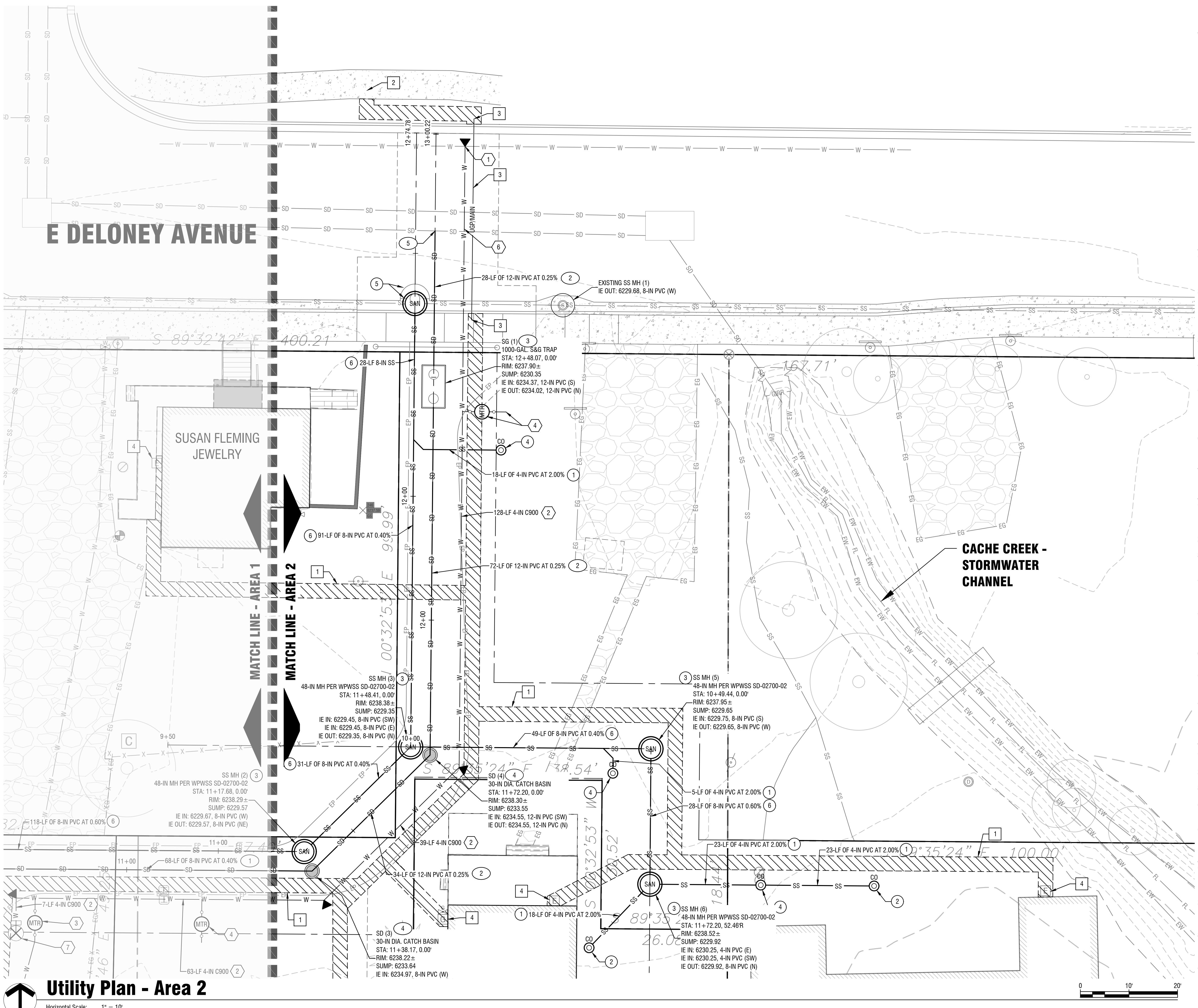
Project No.: 119147
Date of Issue: 11/01/2019
Project Milestone: 100% CD

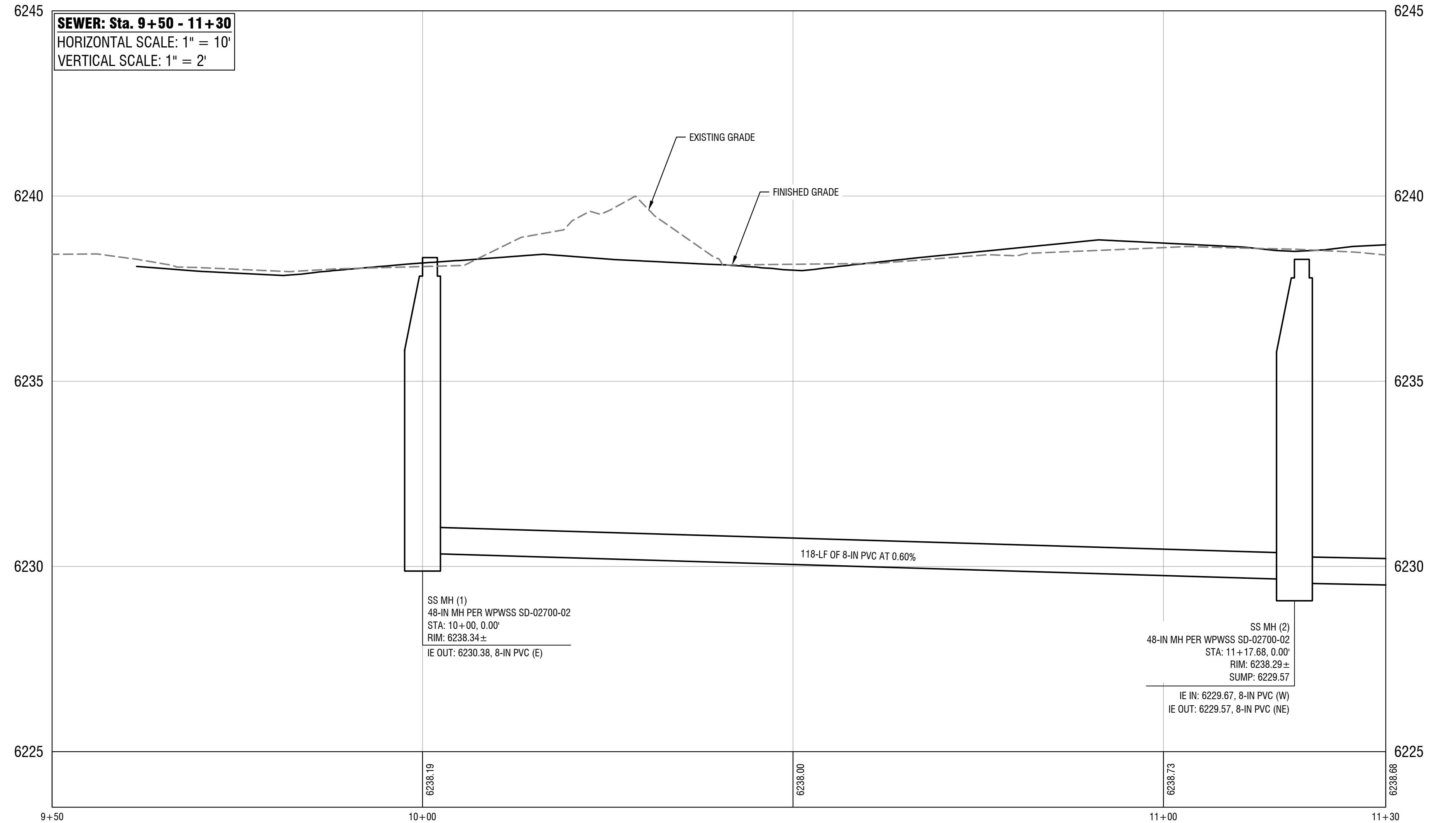
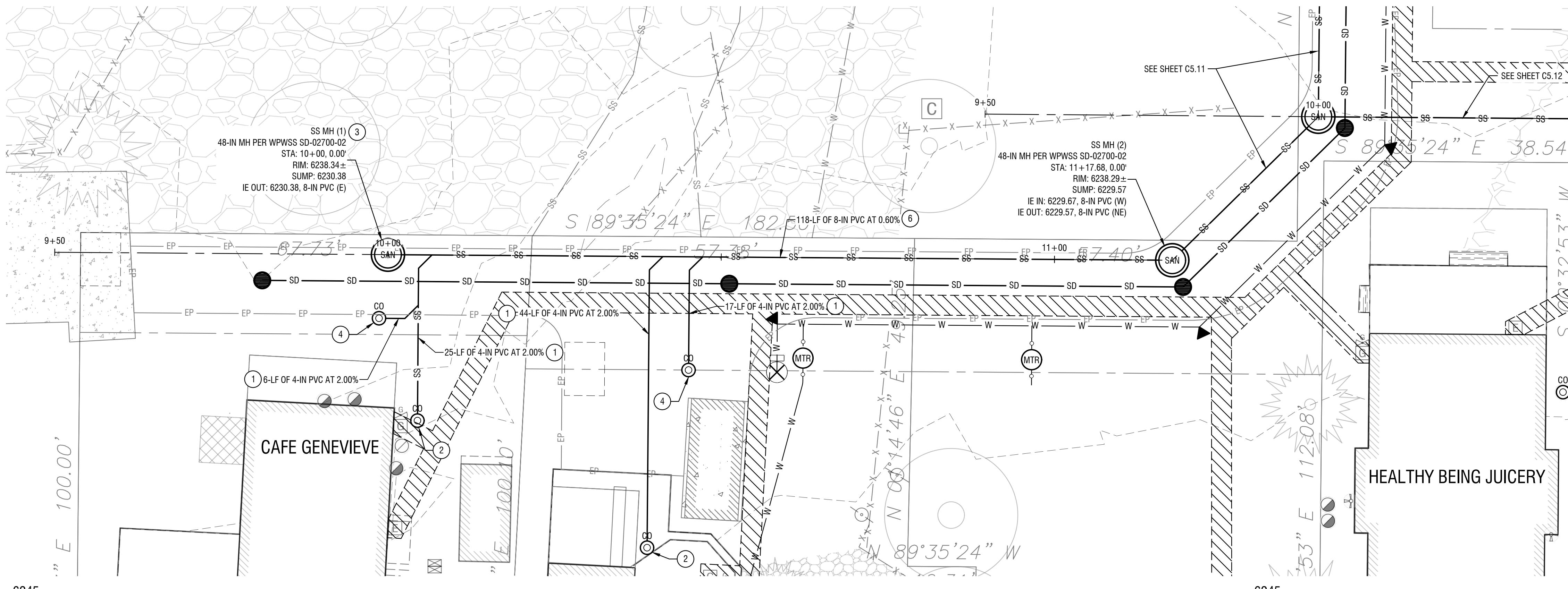
Construction Documents
Grading Plan - Area 2

C4.02







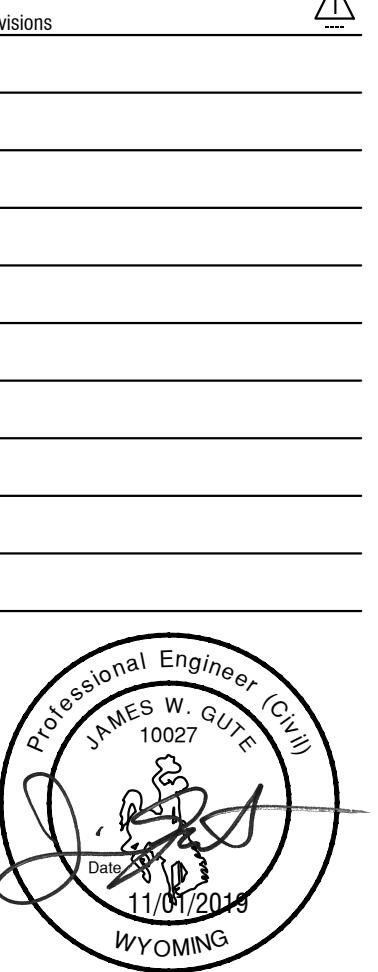


Sewer Plan & Profile - Area 1
Horizontal Scale: 1" = 10'

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Jackson, WY 83001



Project No.: 119147
Date of Issue: 11/01/2019
Project Milestone: 100% CD

Construction Documents
Sewer Plan & Profile -
Area 1

C5.10

Sheet Notes:

- A. CONTRACTOR SHALL COMPLY WITH GENERAL NOTES PLAN SHEET C3.00.
- B. CONTRACTOR SHALL COORDINATE AND VERIFY ALL UTILITIES/BUILDING CONNECTION POINTS WITH BUILDING MECHANICAL AND MECHANICAL CONTRACTOR PRIOR TO COMMENCING WORK.
- C. REFER TO SITE ELECTRICAL PLAN FOR DETAILED POWER, COMMUNICATION AND FIBER OPTIC ROUTING THROUGHOUT THE SITE.
- D. COORDINATE WITH SHEET C5.50 FOR DRAINAGE DETAILS. COORDINATE WITH SHEET C5.01 FOR DRAINAGE STRUCTURE AND SEEPAGE BED SUMMARIES.
- E. SAND AND GREASE TRAP RIM ELEVATIONS REFERENCE RIM ON INLET SIDE FLUSH WITH ASPHALT. REFER TO SITE GRADING PLAN FOR ADDITIONAL RIM ELEVATIONS.
- F. CATCH BASIN ELEVATIONS REFERENCE LIP OF GUTTER FLUSH WITH ASPHALT.
- G. PIPE LENGTHS SPECIFIED ARE FROM FITTING TO FITTING OR FITTING TO CONNECTION POINT AND ARE SHOWN FOR CONVENIENCE ONLY AS ACTUAL INSTALLED LENGTH MAY VARY FROM PLAN. CONTRACTOR SHALL VERIFY ALL UTILITY ROUTES AND LENGTHS.

Sewer Keynotes:

1. INSTALL 4-IN SDR-35 PVC STANDARD SEWER SERVICE LINE PER WPWSS SECTION 02700, INSTALL TRAFFIC-RATED SANITARY SEWER CLEANOUTS WITH BOLT DOWN COVERS PER WPWSS SD-02700-06, 100-FT O.C. MAX.
2. CONNECT TO EXISTING SEWER SERVICE AND EXTEND AS INDICATED WITH CLEANOUT AS SHOWN, CONFIRM EXISTING PIPE SIZE, LOCATION, TYPE AND ELEVATION PRIOR TO CONNECTION, COORDINATE WITH MECHANICAL FOR CONTINUATION INTO BUILDING IF REQUIRED, INFORM ENGINEER OF ANY DISCREPANCIES.
3. INSTALL NEW SANITARY SEWER MANHOLE PER WYOMING PUBLIC WORKS STANDARD DRAWING 02700-02.
4. INSTALL SANITARY SEWER CLEANOUT FOR FUTURE CONNECTION PER WPWSS SD-02700-06.
5. INSTALL NEW SANITARY SEWER MANHOLE PER WYOMING PUBLIC WORKS STANDARD DRAWING 02700-02, CONNECT TO EXISTING SANITARY SEWER MAIN PER T.O.J., WY D.E.Q. AND WPWSS STANDARDS, MATCH INVERT ELEVATIONS OF EXISTING SEWER MAIN, INSTALL ECCENTRIC CONE AND CONCRETE COLLAR TO AVOID EXISTING GUTTER FLOWLINE.
6. INSTALL 8-INCH SANITARY SEWER MAIN PIPING: ASTM D 3034 PVC, SDR-35.

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Page: 11947

estone: 100% CD

STRUCTION DOCUMENTS

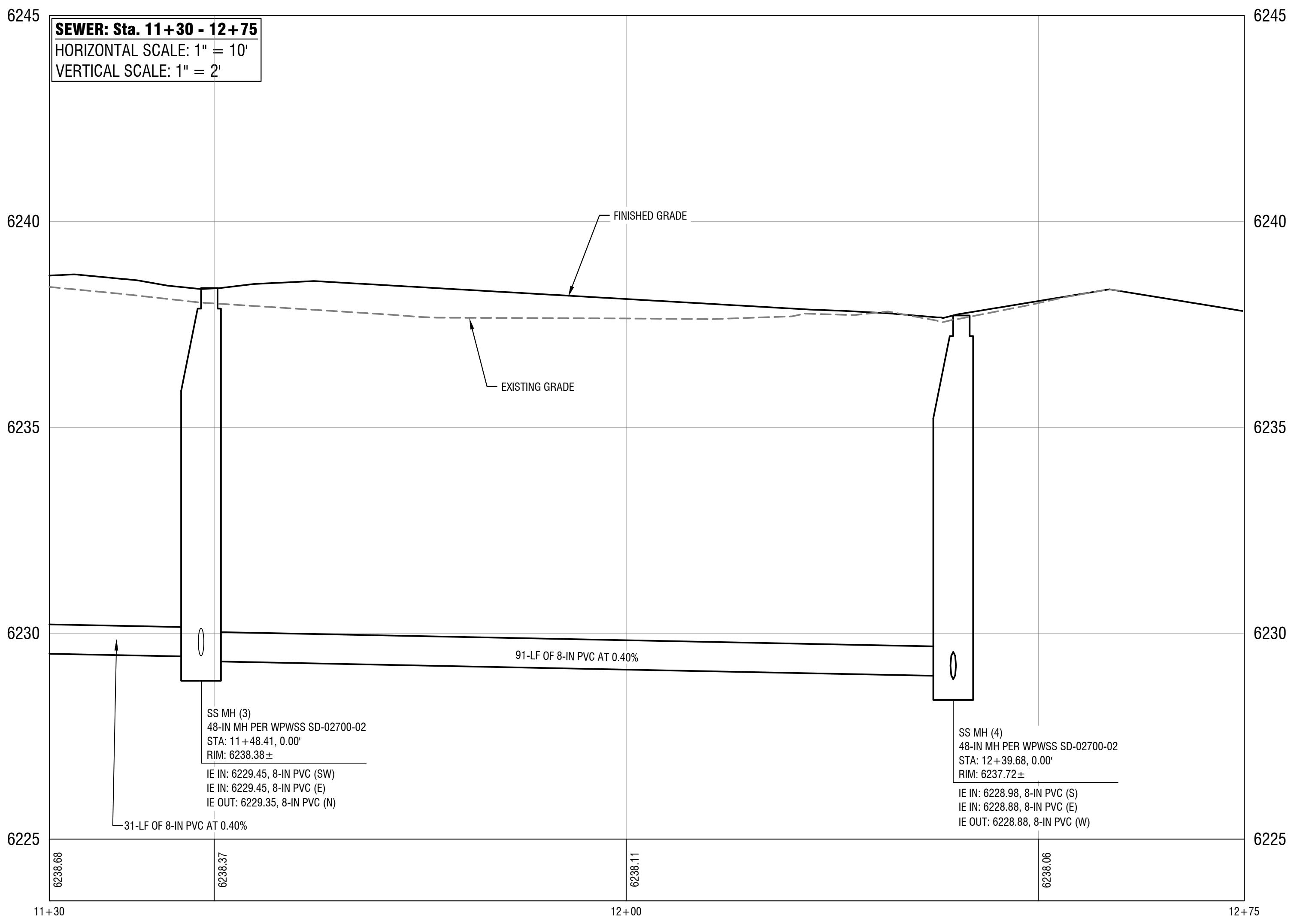
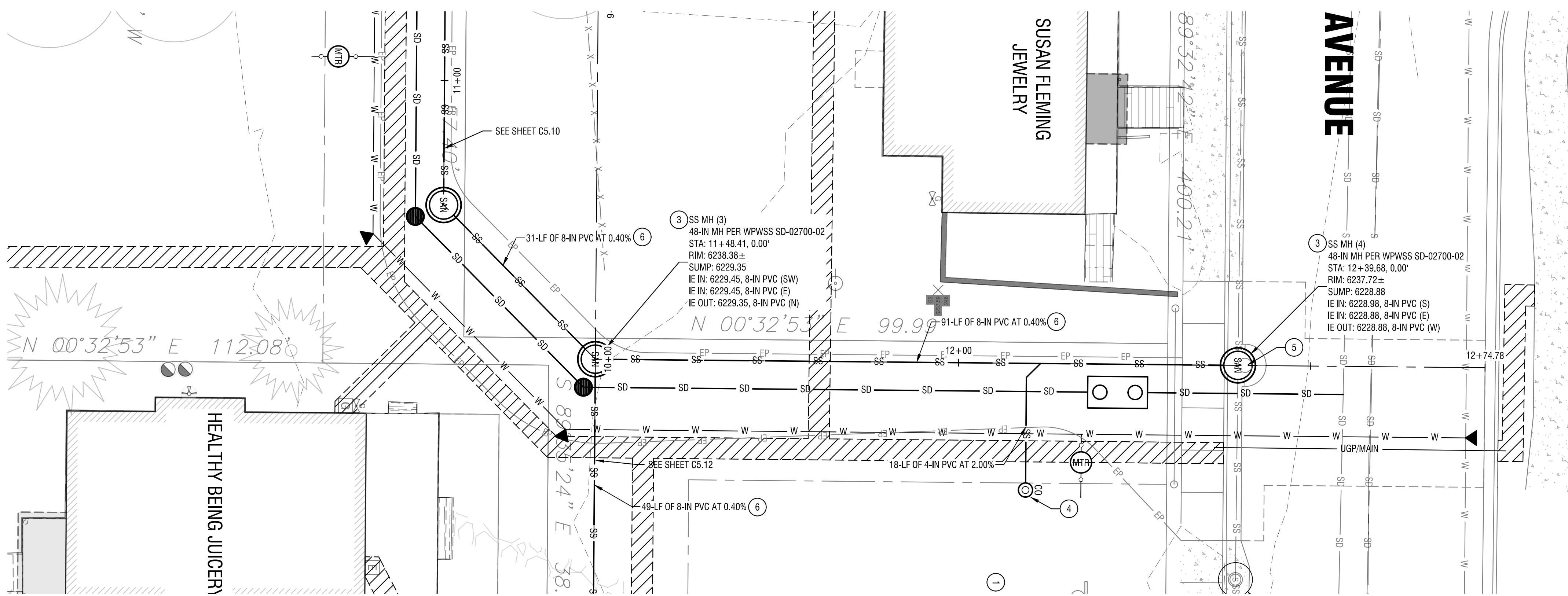
Master Plan & Profile -

Area 2

2 - 14

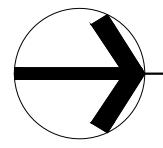
Ch 11

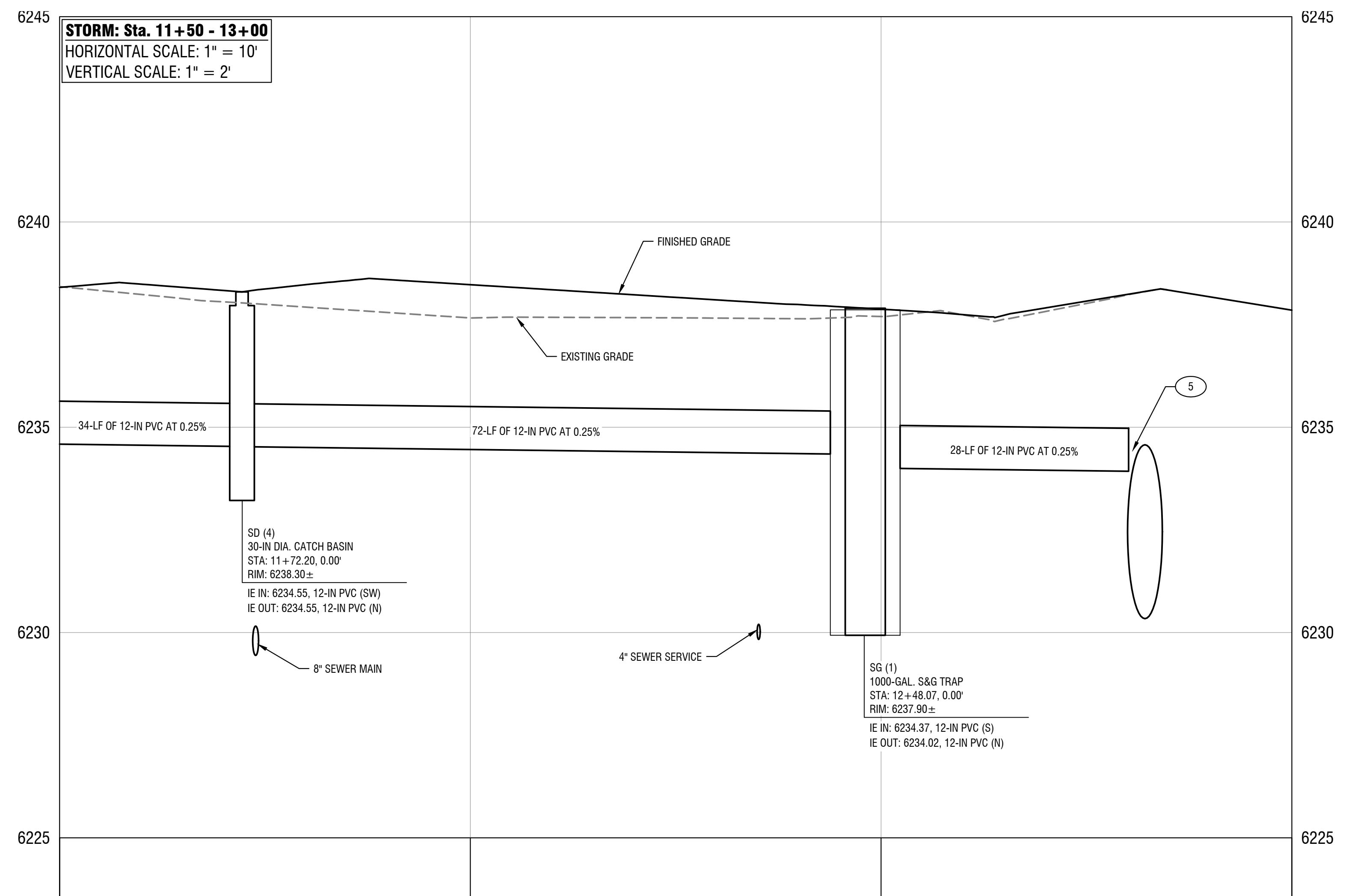
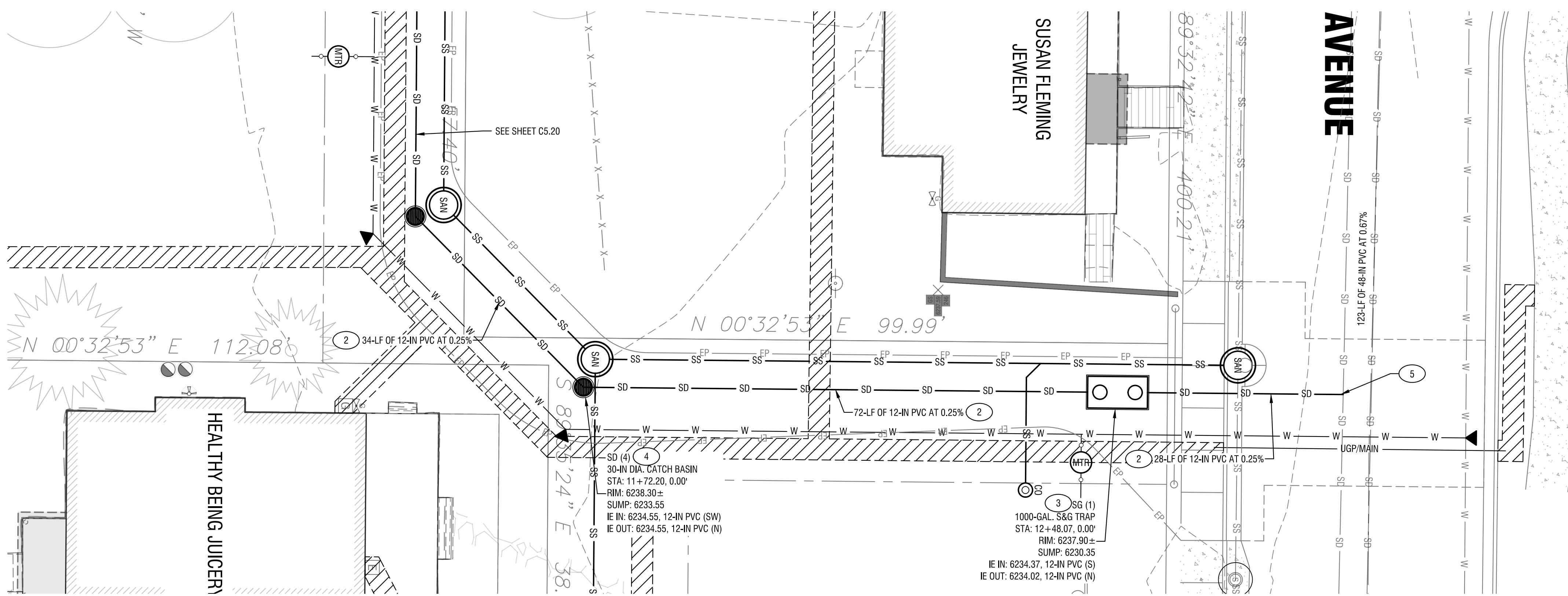
301.1



Sewer Plan & Profile - Area 2

Horizontal Scale: 1" = 10'




Sheet Notes:

- CONTRACTOR SHALL COMPLY WITH GENERAL NOTES PLAN SHEET C3.00.
- CONTRACTOR SHALL COORDINATE AND VERIFY ALL UTILITIES/BUILDING CONNECTION POINTS WITH BUILDING MECHANICAL AND MECHANICAL CONTRACTOR PRIOR TO COMMENCING WORK.
- REFER TO SITE ELECTRICAL PLAN FOR DETAILED POWER, COMMUNICATION AND FIBER OPTIC ROUTING THROUGHOUT THE SITE.
- COORDINATE WITH SHEET C5.50 FOR DRAINAGE DETAILS. COORDINATE WITH SHEET C5.01 FOR DRAINAGE STRUCTURE AND SEEPAGE BED SUMMARIES.
- SAND AND GREASE TRAP RIM ELEVATIONS REFERENCE RIM ON INLET SIDE FLUSH WITH ASPHALT. REFER TO SITE GRADING PLAN FOR ADDITIONAL RIM ELEVATIONS.
- CATCH BASIN ELEVATIONS REFERENCE LIP OF GUTTER FLUSH WITH ASPHALT.
- PIPE LENGTHS SPECIFIED ARE FROM FITTING TO FITTING OR FITTING TO CONNECTION POINT AND ARE SHOWN FOR CONVENIENCE ONLY AS ACTUAL INSTALLED LENGTH MAY VARY FROM PLAN. CONTRACTOR SHALL VERIFY ALL UTILITY ROUTES AND LENGTHS.

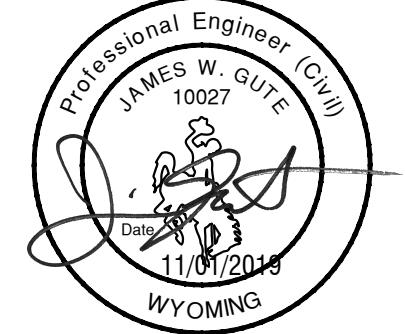
Storm Drain Keynotes:

- 8" STORM DRAIN PIPE: ASTM D 3034 PVC, SDR 35.
- 12" STORM DRAIN PIPE: ASTM D 3034 PVC, SDR 35.
- 1000-GALLON SAND AND GREASE TRAP PER DETAIL 7/2.50.
- INSTALL 30-IN ROUND CATCH BASIN WITH GRATED, PEDESTRIAN-FRIENDLY LID, OLDCASTLE CB 140 OR APPROVED EQUAL.
- INSTALL 12" INSERTA-TEE CONNECTION TO EXISTING 48" STORM DRAIN. INSTALL PER MANUFACTURER'S REQUIREMENTS.

GENEVIEVE BLOCK
Cafe G, LLC

EAST BROADWAY AVE.

Revisions	1.



Project No.: 119147
Date of Issue: 11/01/2019
Project Milestone: 100% CD

Construction Documents
Storm Plan & Profile -
Area 2

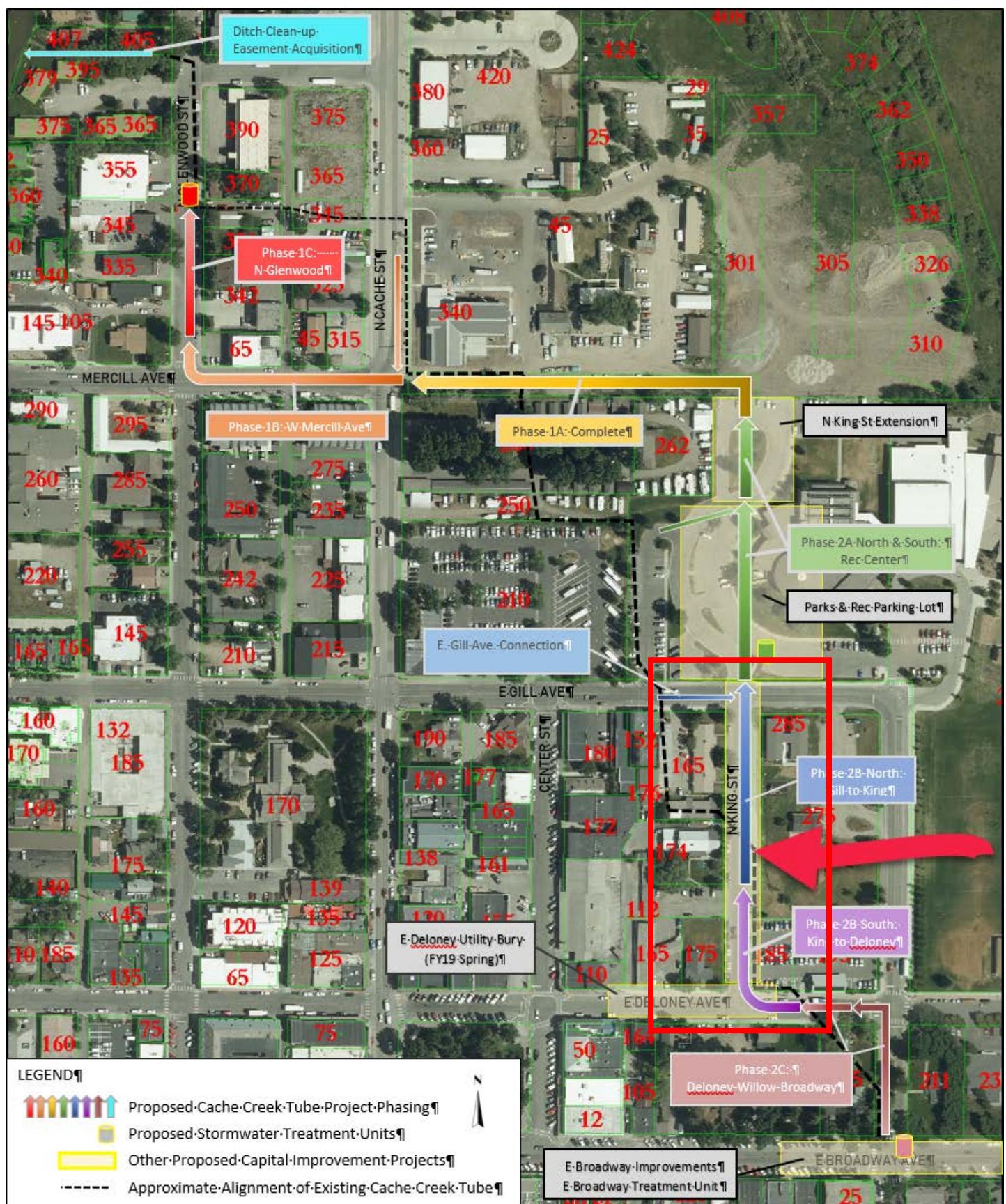


FIGURE 1: Proposed Cache Creek Tube Realignment phases. The red box and arrow call attention to the Phase 2B location.

Issued To:

Levy Coleman Brodie LLP
1110 Maple Way, Suite 7
Jackson, WY 83001
(307)733-7057

Report No.: W-20934
Effective Date: September 13, 2019
Current Date: October 2, 2019
Cost: \$\$0.00

Project Reference: Café G, LLC

Property Address: 135 East Broadway Avenue, Jackson, WY 83001
175 East Broadway Avenue, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

Cafe G, LLC, a Wyoming limited liability company

2. The land referred to in this Report is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Liz Jorgenson/Christina Feuz, Co-Managers
Phone: 307.732.2983

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

A portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, T41N, R116W, 6th P.M., Teton County, Wyoming, described as follows:

Beginning at a point 494 feet east of the Section Corner common to Sections 27, 28, 33 and 34, T41N, R116W, 6th P.M., on the south line of said Section 27; thence northerly and at right angles to the south line of said Section 27, 200 feet; thence easterly and parallel to said Section line, 300 feet; thence southerly and at right angles to the said southerly Section line, 200 feet; thence westerly along said Section line 300 feet, to the Point of Beginning.

PARCEL 2:

That part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 27, T41N, R116W, 6th P.M., Teton County, Wyoming, being more particularly described as follows:

Beginning at a point on the section line eight hundred six and one half (806 $\frac{1}{2}$) feet East of the Southwest corner of Section 27, Township 41 North, Range 116 West, 6th P.M., thence East along said section line, eighty seven and one half (87 $\frac{1}{2}$) feet, thence North one hundred and fifty (150) feet, thence West eighty seven and one half (87 $\frac{1}{2}$) feet, thence South one hundred and fifty (150) feet to the Point of Beginning; and

Beginning at a point on the section line seven hundred ninety four (794) feet East of the Southwest corner of Section 27, Township 41 North, Range 116 West, 6th P.M., thence East along said section line twelve and one half (12 $\frac{1}{2}$) feet, thence north one hundred fifty (150) feet, thence West twelve and one half (12 $\frac{1}{2}$) feet, thence South one hundred fifty (150) feet to the Point of Beginning; and

Beginning at a point which is 150 feet north of a point on the section line, 794 feet east of the southwest corner of Section 27, Township 41 North, Range 116 West, 6th P.M.,
thence east 100 feet,
thence north 50 feet,
thence west 100 feet,
thence south 50 feet to the Point of Beginning.

PIDN: 22-41-16-27-3-00-010, 22-41-16-27-3-00-009

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-20934

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. Taxes, special and general, assessment districts and service areas for the year 2019. (Parcel 1)

Tax ID No.: OJ-001663
1st Installment: \$14,986.63 OPEN
2nd Installment: \$14,986.63 OPEN

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.

2. Taxes, special and general, assessment districts and service areas for the year 2019. (Parcel 2)

Tax ID No.: OJ-001889
1st Installment: \$2,827.43 OPEN
2nd Installment: \$2,827.42 OPEN

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.

3. Agreement for Purchase of Power by and between Lower Valley Power and Light, Inc. and Abi Garaman, setting forth terms, recorded March 20, 1990, as (instrument) 0295486 (book) 222 (page) 536, Official Records. (Parcel 1)

[B222P536](#)

4. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded November 13, 1992, as (instrument) 0340619 (book) 261 (page) 165, Official Records. (Parcel 1)

[B261P165](#)

5. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded January 22, 1996, as (instrument) 0410678 (book) 315 (page) 378, Official Records. (Parcel 1)

[B315P378](#)

6. Matters Disclosed by Record of Survey recorded March 26, 2019, as (instrument) Map T-20K, Official Records.

[Map T-20K](#)

7. Unrecorded leaseholds, if any, rights of parties in possession other than the vestee(s) herein, rights of secured parties under financing statements as to personal property located on the premises herein and the rights of tenants to remove trade fixtures.

8. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records, relating specifically to activity on the Cafe Genevieve restaurant building site.

9. Encroachments as disclosed by Improvement Location Survey Prepared for Cafe G, LLC, dated May 31, 2019, Project No. 19035, Y2 Consultants, including the following:

- a. 1.3 foot stairway encroachment from the west by the Soleil Holding Company, LLC parcel;
- b. 0.8 building eave encroachment from the west by the Foam Capital, LLC building;
- c. Eave, deck and wooden walkway encroachments onto public rights of way;

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-20934

- d. Building encroachments onto utility easement recorded as Document No. 0410678;
- e. Building encroachment onto utility easement recorded as Document No. 0340619

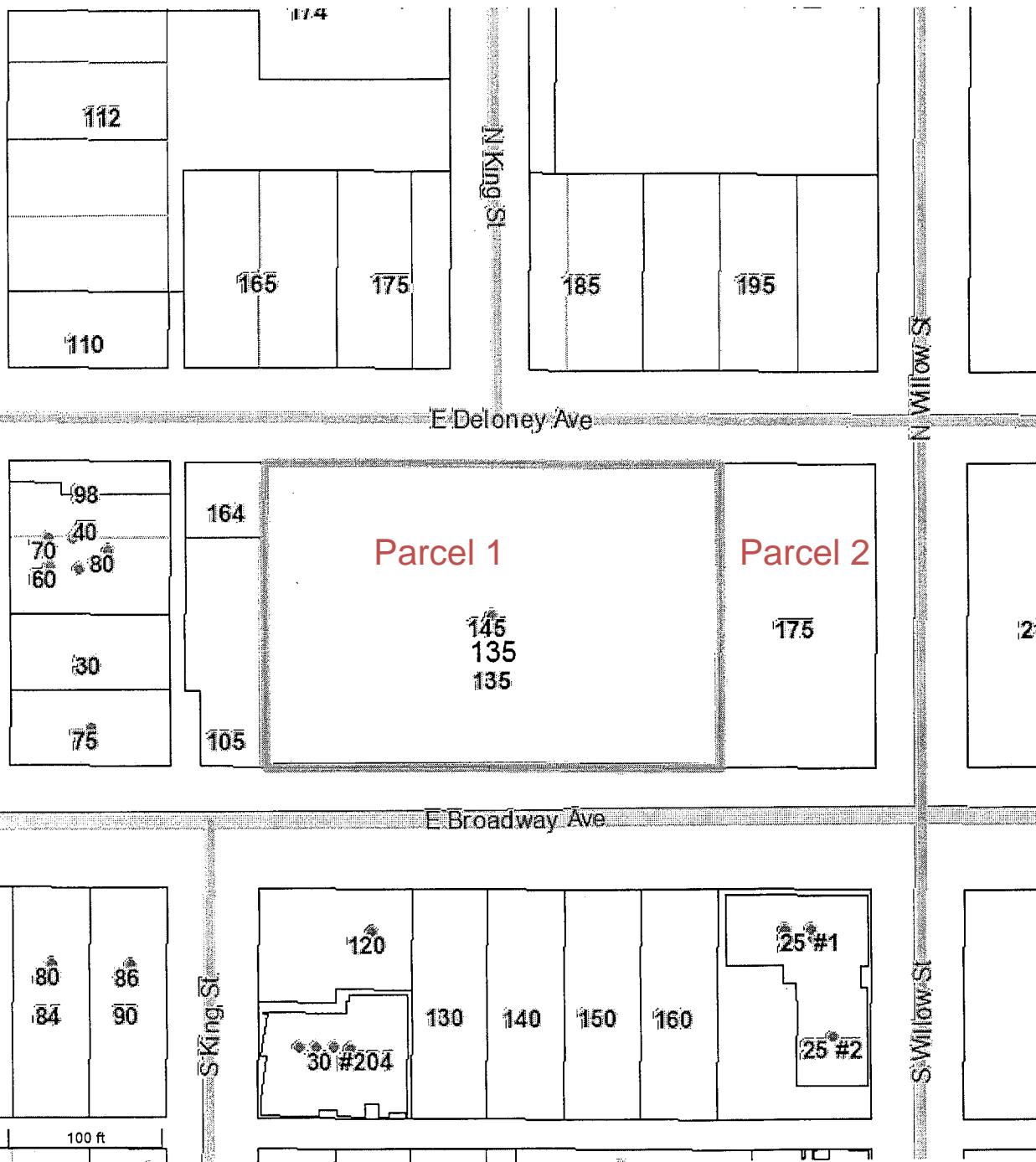
10. Encroachment Agreement by and between Foam Capital, LLC, a Wyoming limited liability company and Deloney Street, LLC, a Wyoming limited liability company, setting forth terms, recorded August 16, 2019, as (instrument) 0975460, Official Records. (Parcel 1)
[Doc 0975460](#)

11. Encroachment Agreement by and between Soleil Holding Company, LLC, a Wyoming limited liability company and Deloney Street, LLC, a Wyoming limited liability company, setting forth terms, recorded August 16, 2019, as (instrument) 0975461, Official Records. (Parcel 1)
[Doc 0975461](#)

12. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Jackson Hole Land Trust, a Wyoming non-profit corporation, in a document recorded August 16, 2019, as (instrument) 0975464, Official Records:
Purpose: Conservation and Greenspace Easement
[Doc 0975464](#)

***** End of Encumbrances *****

Teton County Wyoming MapServer



Teton County provides this map for illustrative purposes
only and assumes no liability for actions taken by users
based on information shown.

printed 2/12/2019

Café G, LLC
a Wyoming limited liability company
PO Box 7372 Jackson, Wyoming 83002

October 11, 2019

Via Personal Delivery

Mayor Pete Muldoon, Jackson Town Council
c/o Mr. Paul Anthony, Planning Director
Town of Jackson Planning & Building Department
PO Box 1687
150 E Pearl Avenue
Jackson, WY 83001

Re: Fee Waiver Request – DEV and S/D Permits

Dear Mr. Mayor and Town Councilors,

Café G, LLC, a Wyoming limited liability company, is the applicant under a forthcoming DEV application for the development and ultimate subdivision of the property commonly known as the "Genevieve Block." As you are aware, the Genevieve Block project has been a collaboration of community members, charitable organizations, business operators in the historic buildings on the Block, Town planning staff, the Mayor and the Town Council. We worked tirelessly to put together this project in a manner that was reasonably feasible for the long-term conservation and limited development of the Genevieve Block property. It is with that collaborative spirit in mind that we respectfully request waiver of the various planning and processing fees that would otherwise be applicable as we complete this process (DEV, S/D, GEC, etc.). We believe this project qualifies as "a project that provides extraordinary charitable, civic, educational or similar benefits to the community." Any assistance the Town Council would consider as we proceed will be greatly appreciated.

For your reference, in our previous May 2019 applications for a pre-application request and re-zone of the Genevieve Block, we paid fees in the amount of Three Hundred Dollars (\$300.00) and One Thousand Five Hundred Dollars (\$1,500.00), respectively. We are not requesting a refund of these fees, just a waiver of future fees for the project.

Sincerely Yours,

/s/ Robbin Levy Mommsen
Manager, Café G, LLC