



# TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

## TRANSMITTAL MEMO

**Town of Jackson**

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

**Joint Town/County**

- Parks and Recreation
- Pathways
- Housing Department

**Teton County**

- Planning Division

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

**State of Wyoming**

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

**Federal Agencies**

- Army Corp of Engineers

**Utility Providers**

- Qwest
- Lower Valley Energy
- Bresnan Communications

**Special Districts**

- START
- Jackson Hole Fire/EMS
- Irrigation Company

Date: February 21, 2020

Item #: P20-032

Planner: Brendan Conboy

Phone: 733-0440 ext. 1302

Email: [bconboy@jacksonwy.gov](mailto:bconboy@jacksonwy.gov)

**Owner:**

Hidden Hollow  
2251 N. Holmes Ave.  
Idaho Falls, ID 83404

**Applicant:**

Jorgensen Associates – Aaron Japel  
PO Box 9550  
Jackson, WY 83002

**REQUESTS:**

The applicant is submitting a request for a Pre-Application for the property located at 310 Hidden Hollow Drive legally known as, LOTS 16, 17, 18, and 20 of Hidden Hollow S/D.

For questions, please call Brain Lenz at 733-3079, x1410 or email to the address shown below. Thank you.

Please respond by: **N/A**

**RESPONSE:** For Departments not using Trak-it, please send responses via email to:  
[tstolte@jacksonwy.gov](mailto:tstolte@jacksonwy.gov)



February 21, 2020

Brendan Conboy  
Town of Jackson Planning and Building Dept.  
P.O. Box 1687  
150 East Pearl Street  
Jackson, WY 83001

-Hand Delivered-

**RE: Hidden Hollow Townhomes - Pre-application Conference Request – Architectural Review**

Dear Brendan,

Enclosed you will find the necessary materials for a Pre-application Conference Request for **Architectural Review** that we are submitting on behalf of our client, Hidden Hollow, LLC. The properties include Lots 16, 17, 18, and 20 of the Hidden Hollow Subdivision, Plat 1389. Our client proposes to develop all 20 multi-family townhome units that are a part of the approved Hidden Hollow PUD.

As previously discussed with Tyler Sinclair, we are preparing building permits and intend to break ground this summer. Some design development changes were made to exterior elevations that vary in form and style from what was approved during the Sketch Plan Approval in 2016. The intent was to match the character of the architecture that is currently present on site. Additionally, all parameters fall within the dimensional limitations of the Master Plan.

We submit **this Pre-application** request as a courtesy for staff to conduct a preliminary review prior to full submittal of all 20 building permits this spring and to provide feedback.

Included with this transmittal you will find the following:

- Pre-Application Conference request form
- Deed and Letter of Authorization
- Jorgensen Associates Check No. 11000 for \$150
- Architectural Site plans
- Monitoring Plan

A digital version of this submittal will be emailed to the Planning Office Manager. Please call me if you have any questions, or if you require additional information at this time. Thank you for your assistance.

Sincerely,

  
JORGENSEN ASSOCIATES, INC.

Ron Levy  
Land Use Technician II

## LETTER OF AUTHORIZATION

Hidden Hollow, LLC , "Owner" whose address is: \_\_\_\_\_

P.O. Box 50106, Idaho Falls

**(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)**  
Hidden Hollow, LLC, as the owner of property  
**more specifically legally described as:** Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18,  
19, 20, 21, and 22 of the HIDDEN HOLLOW 1st ADDITION TO THE TOWN OF JACKSON, Plat 1389

**(If too lengthy, attach description)**

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

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

**OWNER:**

Karen Haas  
(SIGNATURE) (SIGNATURE OF CO-OWNER)

**Title:** President

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

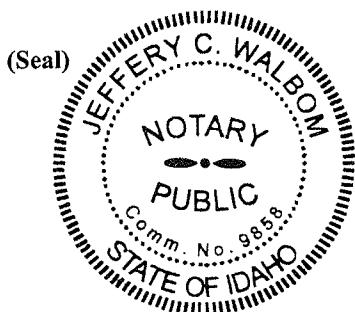
STATE OF Idaho )  
COUNTY OF Bonneville )  
 )SS.

The foregoing instrument was acknowledged before me by Leann Hansen this 21 day of February, 2020.

WITNESS my hand and official seal.

~~(Notary Public)~~

(Notary Public)  
My commission expires:



## LETTER OF AUTHORIZATION

Hidden Hollow, LLC \_\_\_\_\_, "Owner" whose address is: \_\_\_\_\_

P.O. Box 50106, Idaho Falls

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Hidden Hollow, LLC \_\_\_\_\_, as the owner of property  
more specifically legally described as: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18,  
19, 20, 21, and 22 of the HIDDEN HOLLOW 1st ADDITION TO THE TOWN OF JACKSON, Plat 1389

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, Inc. 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:

Cecile Hansen

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: President

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

STATE OF IDAHO

)

)SS.

COUNTY OF Bonneville

)

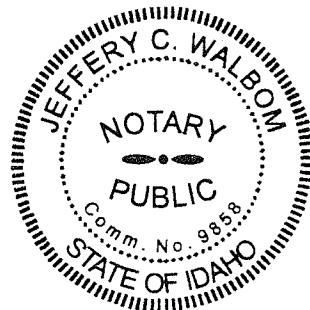
The foregoing instrument was acknowledged before me by Cecile Hansen this 21 day of  
February, 2022.

WITNESS my hand and official seal.

Jeffery C. Walbom  
(Notary Public)

My commission expires:

(Seal)





**PRE-APPLICATION CONFERENCE REQUEST (PAP)**  
**Planning & Building Department**

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

*For Office Use Only*

Fees Paid \_\_\_\_\_

Time & Date Received \_\_\_\_\_

Application # \_\_\_\_\_

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

**APPLICABILITY.** This application should be used when applying for a **Pre-application Conference**. The purpose of the pre-application conference is to identify the standards and procedures of these LDRs that would apply to a potential application prior to preparation of the final proposal and to identify the submittal requirements for the application.

For additional information go to [www.townofjackson.com/204/Pre-Application](http://www.townofjackson.com/204/Pre-Application)

**PROJECT.**

Name/Description: **Hidden Hollow - Townhomes**

Physical Address: **310 Hidden Hollow Drive**

Lot, Subdivision: **Lots 16, 17, 18, and 20 of Hidden Hollow S/D**

PIDN: **22-41-16-27-3-34-016-018 and 020**

**PROPERTY OWNER.**

Name: **Hidden Hollow, LLC**

Phone: \_\_\_\_\_

Mailing Address: **P.O. Box 50106 Idaho Falls**

ZIP: **83405**

E-mail: \_\_\_\_\_

**APPLICANT/AGENT.**

Name, Agency: **Jorgensen Associates, Inc. c/o Aaron Japel**

Phone: **307-733-5150**

Mailing Address: **P.O. Box 9550 Jackson**

ZIP: **83002**

E-mail: **ajapel@jorgeng.com**

**DESIGNATED PRIMARY CONTACT.**

Property Owner

Applicant/Agent

**ENVIRONMENTAL PROFESSIONAL.** For EA pre-application conferences, a qualified environmental consultant is required to attend the pre-application conference. Please see Subsection 8.2.2.C, Professional Preparation, of the Land Development Regulations, for more information on this requirement. Please provide contact information for the Environmental Consultant if different from Agent.

Name, Agency: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**TYPES OF PRE-APPLICATION NEEDED.** Check all that apply; see Section 8.1.2 of the LDRs for a description of review process types.

Physical Development Permit  
 Use Permit  
 Development Option or Subdivision Permit  
 Interpretations of the LDRs  
 Amendments to the LDRs  
 Relief from the LDRs  
 Environmental Analysis

**This pre-application conference is:**  
 Required  
 Optional  
 For an Environmental Analysis  
 For grading

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

Have you attached the following?

**Application Fee.** Go to [www.townofjackson.com/204/Pre-Application.com](http://www.townofjackson.com/204/Pre-Application.com) 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](http://www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF).

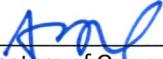
**Narrative Project Description.** Please attach a short narrative description of the project that addresses:  
 Existing property conditions (buildings, uses, natural resources, etc)  
 Character and magnitude of proposed physical development or use  
 Intended development options or subdivision proposal (if applicable)  
 Proposed amendments to the LDRs (if applicable)

**Conceptual Site Plan.** For pre-application conferences for physical development, use or development option permits, a conceptual site plan is required. For pre-application conferences for interpretations of the LDRs, amendments to the LDRs, or relief from the LDRs, a site plan may or may not be necessary. Contact the Planning Department for assistance. If required, please attach a conceptual site plan that depicts:  
 Property boundaries  
 Existing and proposed physical development and the location of any uses not requiring physical development  
 Proposed parcel or lot lines (if applicable)  
 Locations of any natural resources, access, utilities, etc that may be discussed during the pre-application conference

**Grading Information (REQUIRED ONLY FOR GRADING PRE-APPS).** Please include a site survey with topography at 2-foot contour intervals and indicate any areas with slopes greater than 25% (or 30% if in the NC Zoning District), as well as proposed finished grade. If any areas of steep slopes are man-made, please identify these areas on the site plan.

**Other Pertinent Information.** Attach any additional information that may help Staff in preparing for the pre-app or identifying possible key issues.

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



Signature of Owner or Authorized Applicant/Agent

Aaron Japel

Name Printed



Date

Project Manager

Title

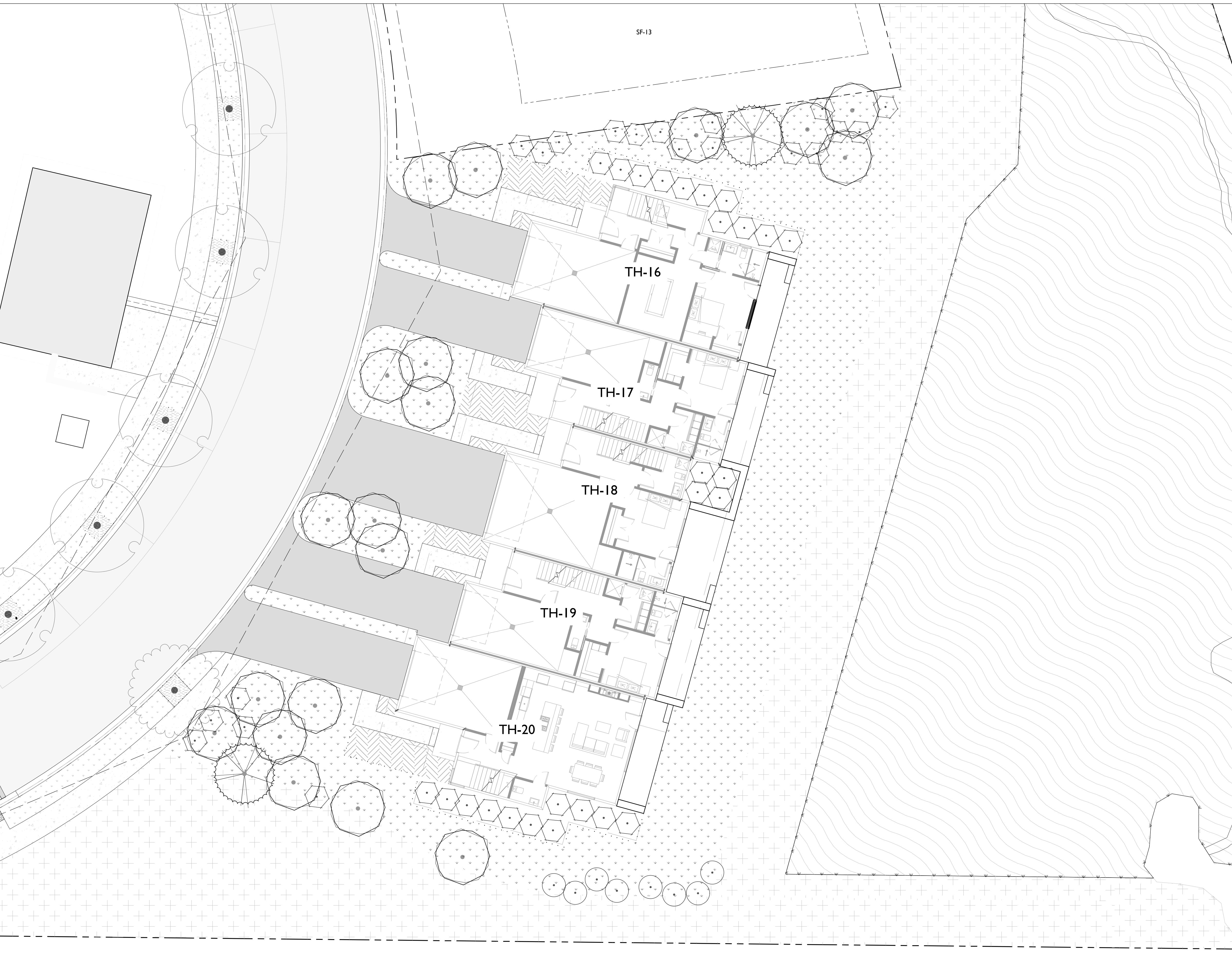


# HIDDEN HOLLOW PHASE Ib FDP

60 ROSECRANS  
JACKSON, WYOMING

## LEGEND

-----	PROPERTY BOUNDARY / LOT LINES
-----	ADJACENT PROPERTY BOUNDARY
-----	BUILDING ENVELOPE
-----	TOP OF CURB
-----	SIDEWALK
-----	STEEL EDGER



**- DRAFT -  
NOT FOR  
CONSTRUCTION**

## HERSHBERGER DESIGN

Landscape Architecture · Environmental Planning · Urban Design

560 South Glenwood P.O. Box 1648 Jackson, Wyoming 83001 T:307.739.1001 F:307.734.8322

Issue Date:

- 01.23.2020 DRAFT Landscape Plans
- 02.07.2020 Hardscape / Cobble Internal Coordination
- 02.11.2020 Draft Landscape Plans

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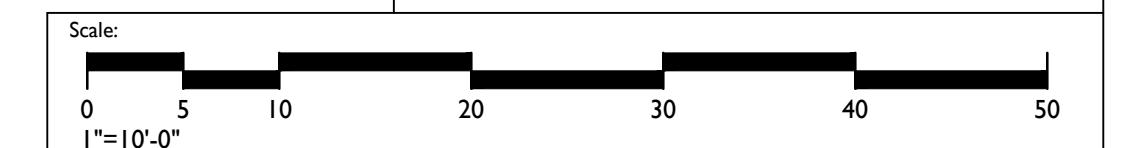
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Drawing Title:

**TOWNHOUSE  
UNITS 16-20  
PLANTING PLAN**

Drawing Number:

**L1.2**



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## Sketch Plan Approval of Townhomes



HIDDEN HOLLOW  
HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

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2.11.2020  
DRAWN BY |  
CHECKED BY |  
REVISIONS

1.0

## Sketch Plan Approval of Townhomes



HIDDEN HOLLOW  
HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

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## Sketch Plan Approval of Townhomes

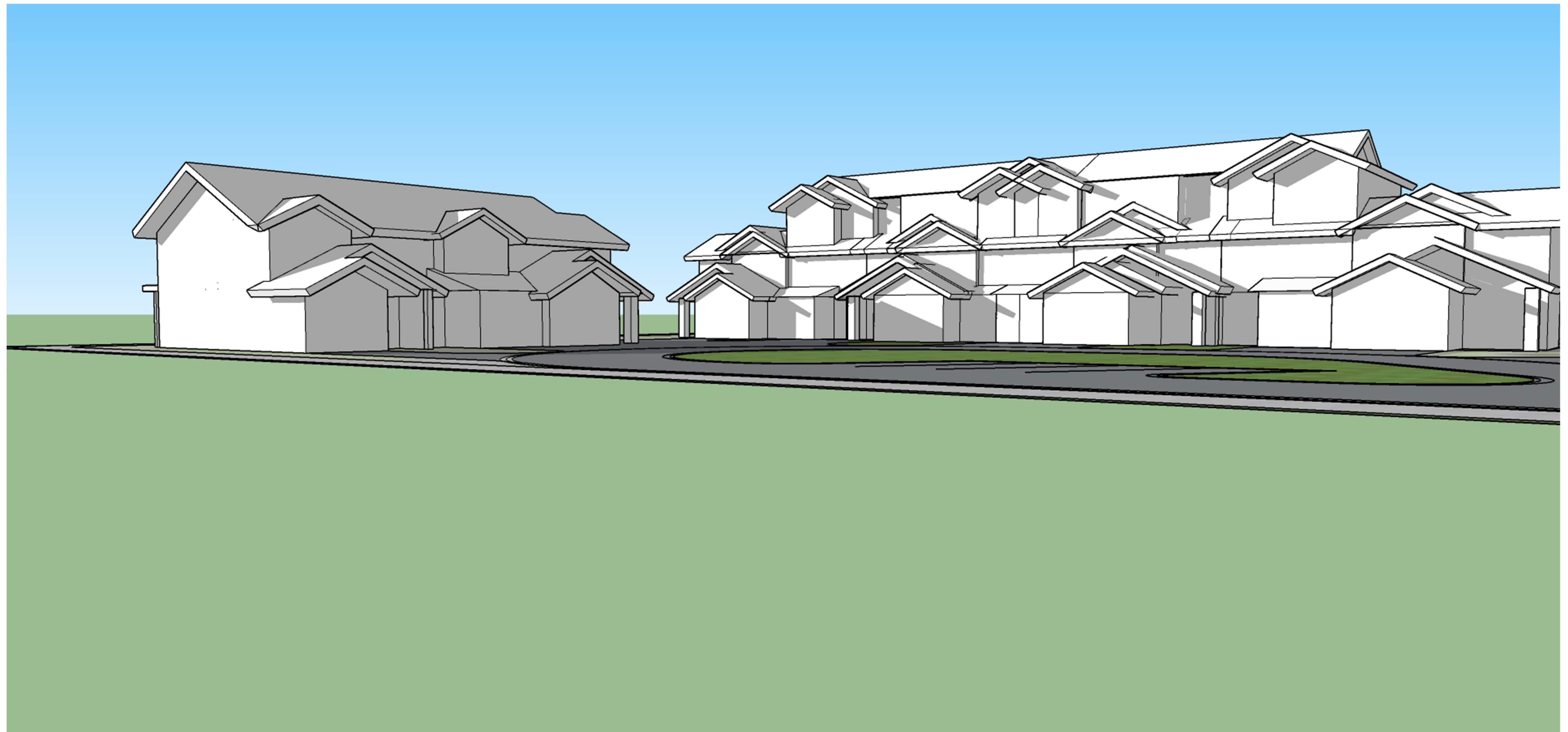


HIDDEN HOLLOW  
HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

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## Sketch Plan Approval of Townhomes



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HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

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## Sketch Plan Approval of Townhomes

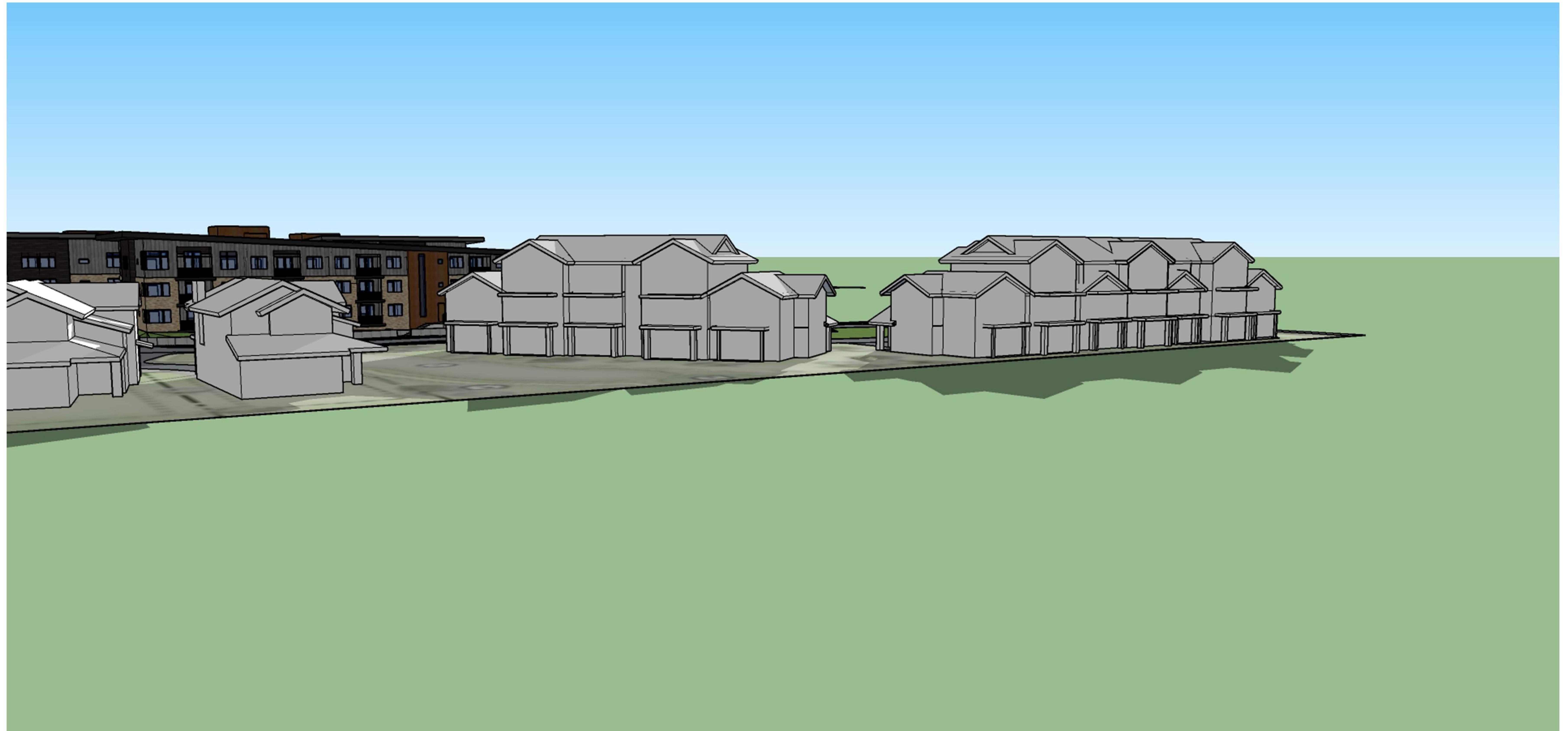


HIDDEN HOLLOW  
HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

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## Sketch Plan Approval of Townhomes



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HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

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## Updated Townhome Design



HIDDEN HOLLOW  
HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

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2.0

## Updated Townhome Design



HIDDEN HOLLOW DRIVE  
TOWNHOUSES

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## Updated Townhome Design



HIDDEN HOLLOW  
HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

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## Updated Townhome Design



HIDDEN HOLLOW  
HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

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## Updated Townhome Design



HIDDEN HOLLOW  
HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

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## Updated Townhome Design



HIDDEN HOLLOW  
HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

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2.5



## FRONT PERSPECTIVE

HIDDEN HOLLOW  
310 HIDDEN HOLLOW DRIVE  
**TOWNHOUSE 310**

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SCHEMATIC DESIGN  
1.10.2020  
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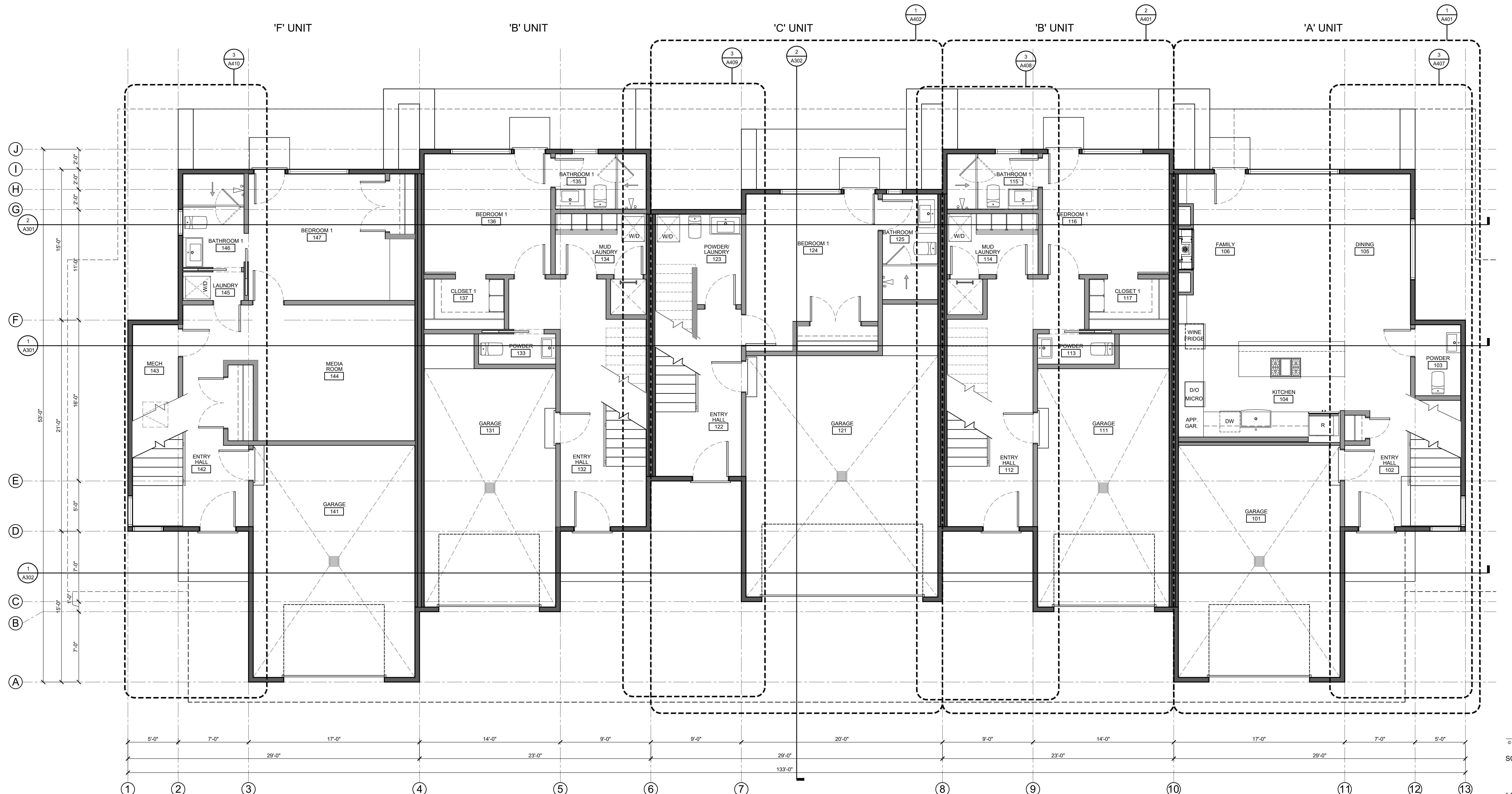


## REAR PERSPECTIVE

HIDDEN HOLLOW  
310 HIDDEN HOLLOW DRIVE  
**TOWNHOUSE 310**

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SCHEMATIC DESIGN

1.10.2020  
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First Floor Plan  
A101

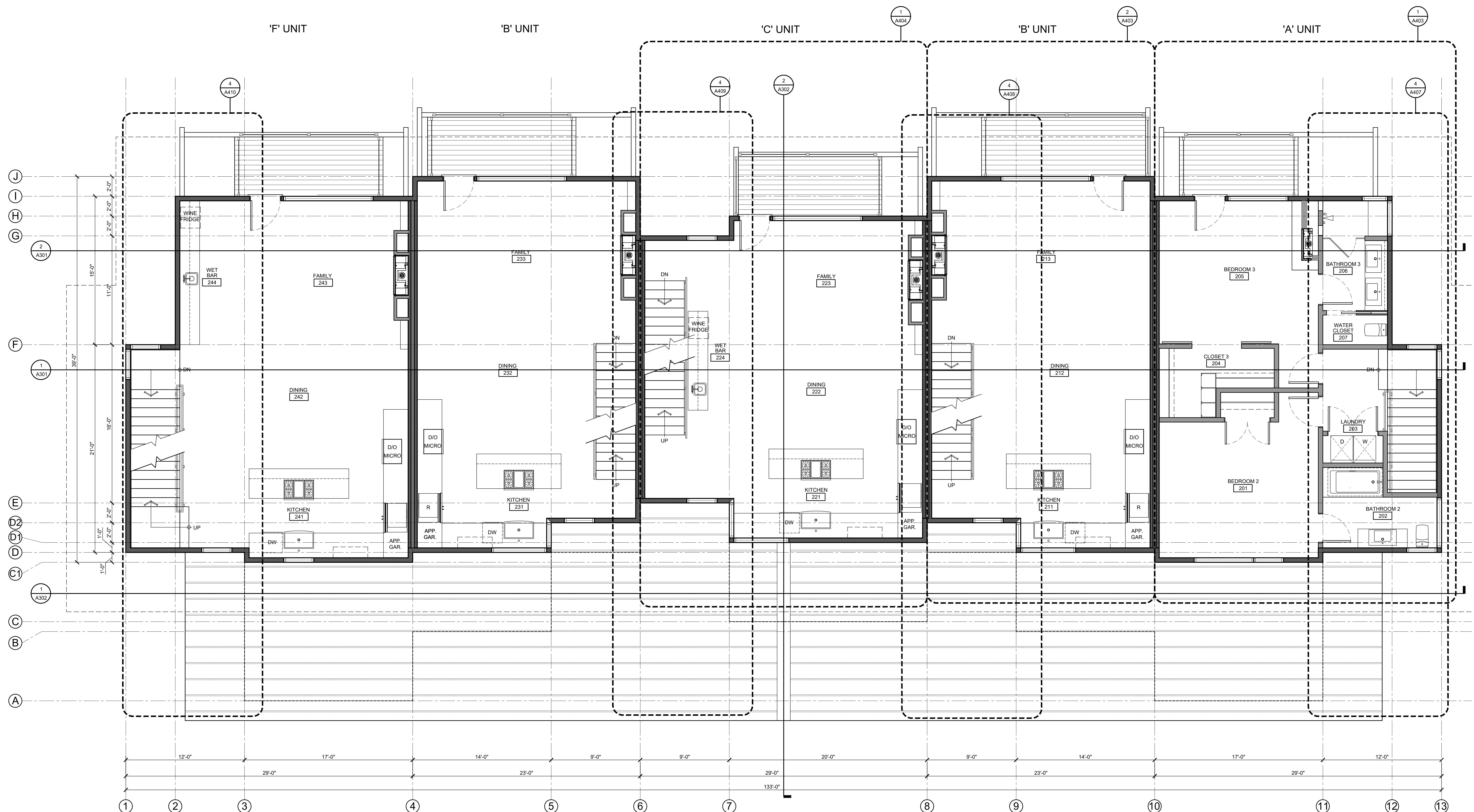
HIDDEN HOLLOW  
310 HIDDEN HOLLOW DRIVE  
TOWNHOUSE 310

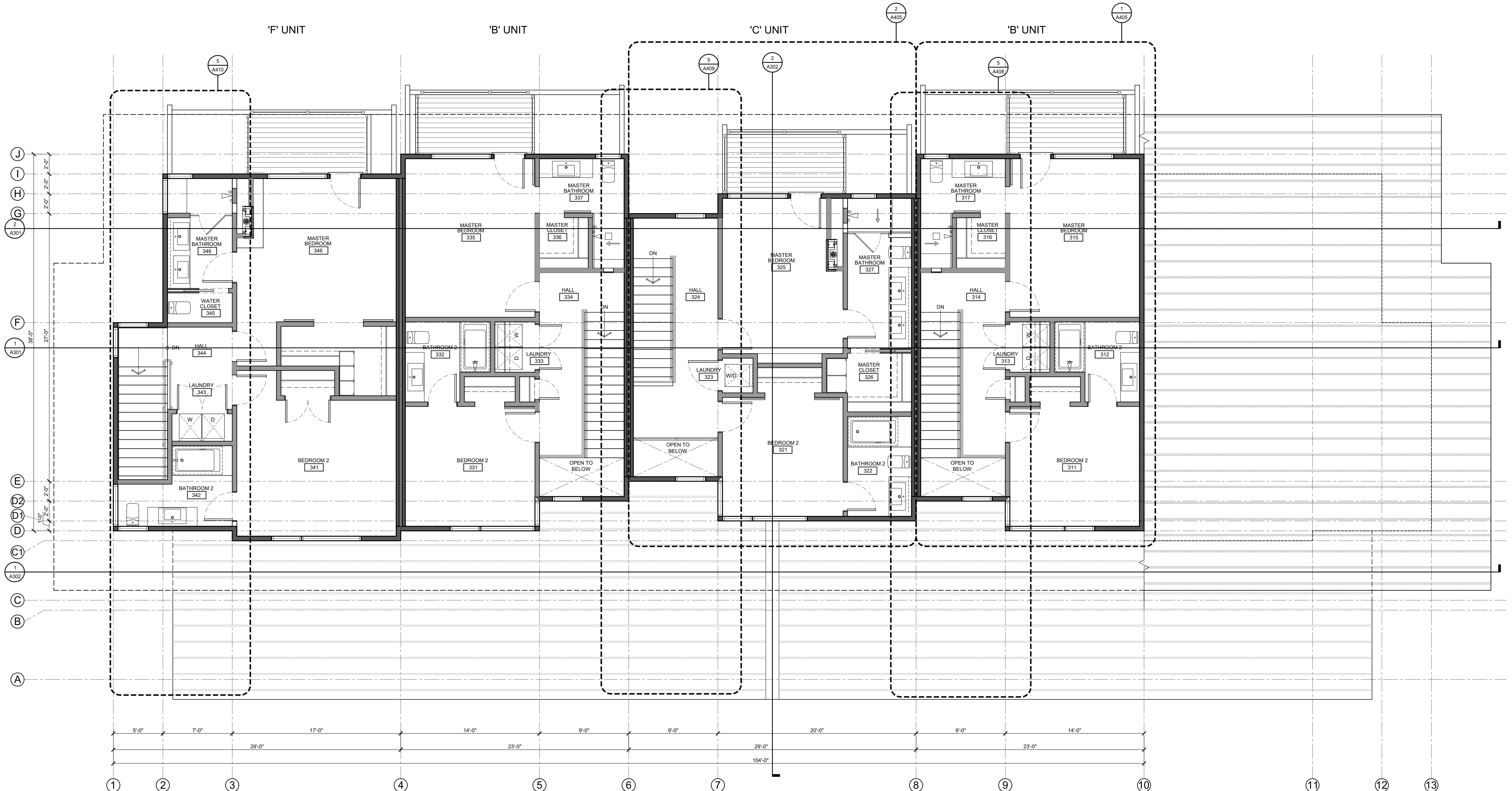
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FIRST  
FLOOR  
PLAN

A101

HIDDEN HOLLOW  
310 HIDDEN HOLLOW DRIVE  
**TOWNHOUSE 310**





# **TOWNHOUSE 310**

## **HIDDEN HOLLOW DRIVE**

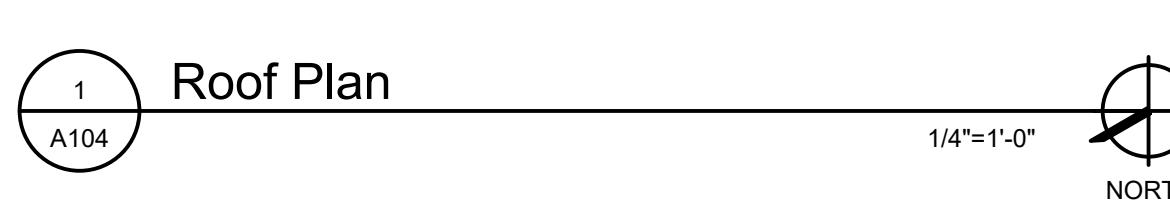
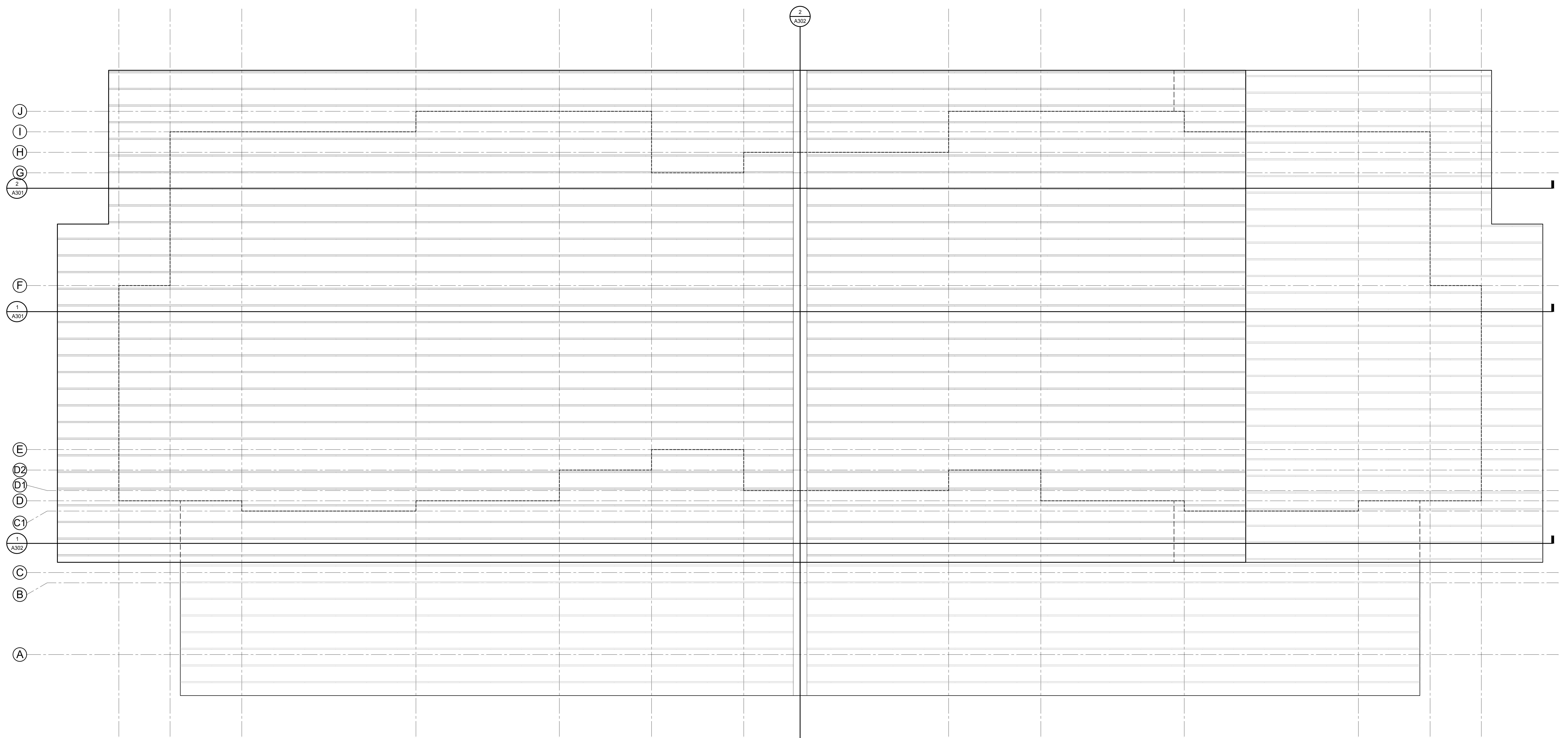
### **HIDDEN HOLLOW**

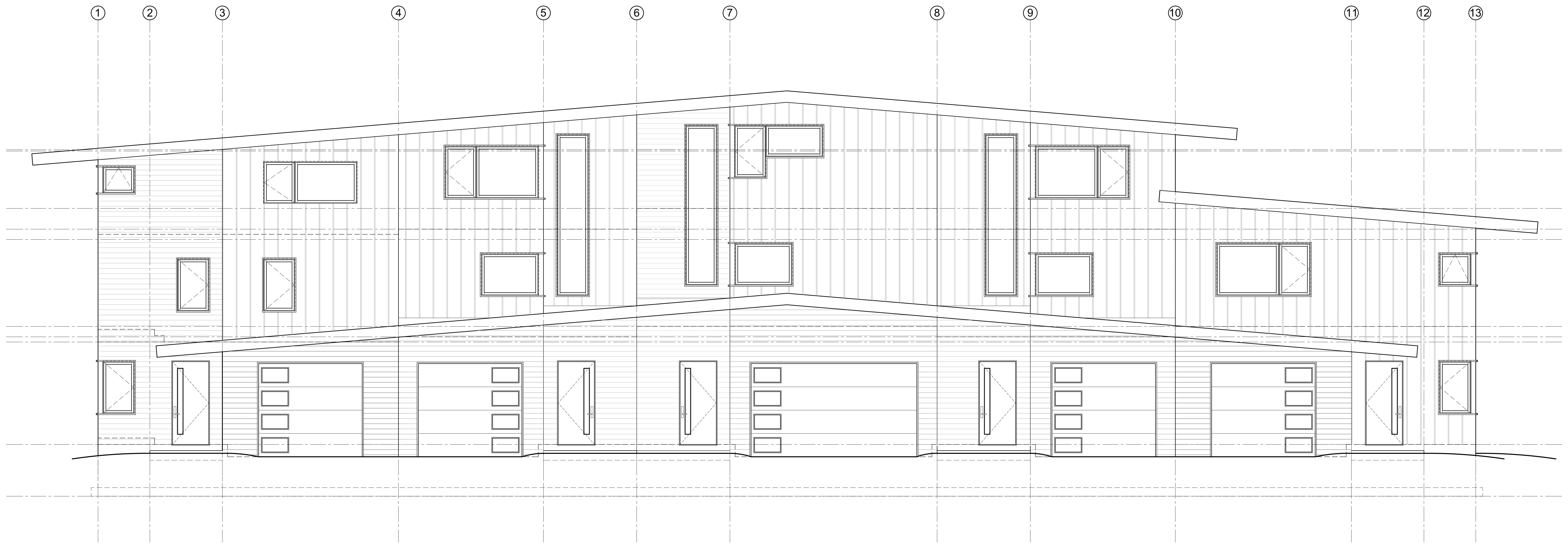
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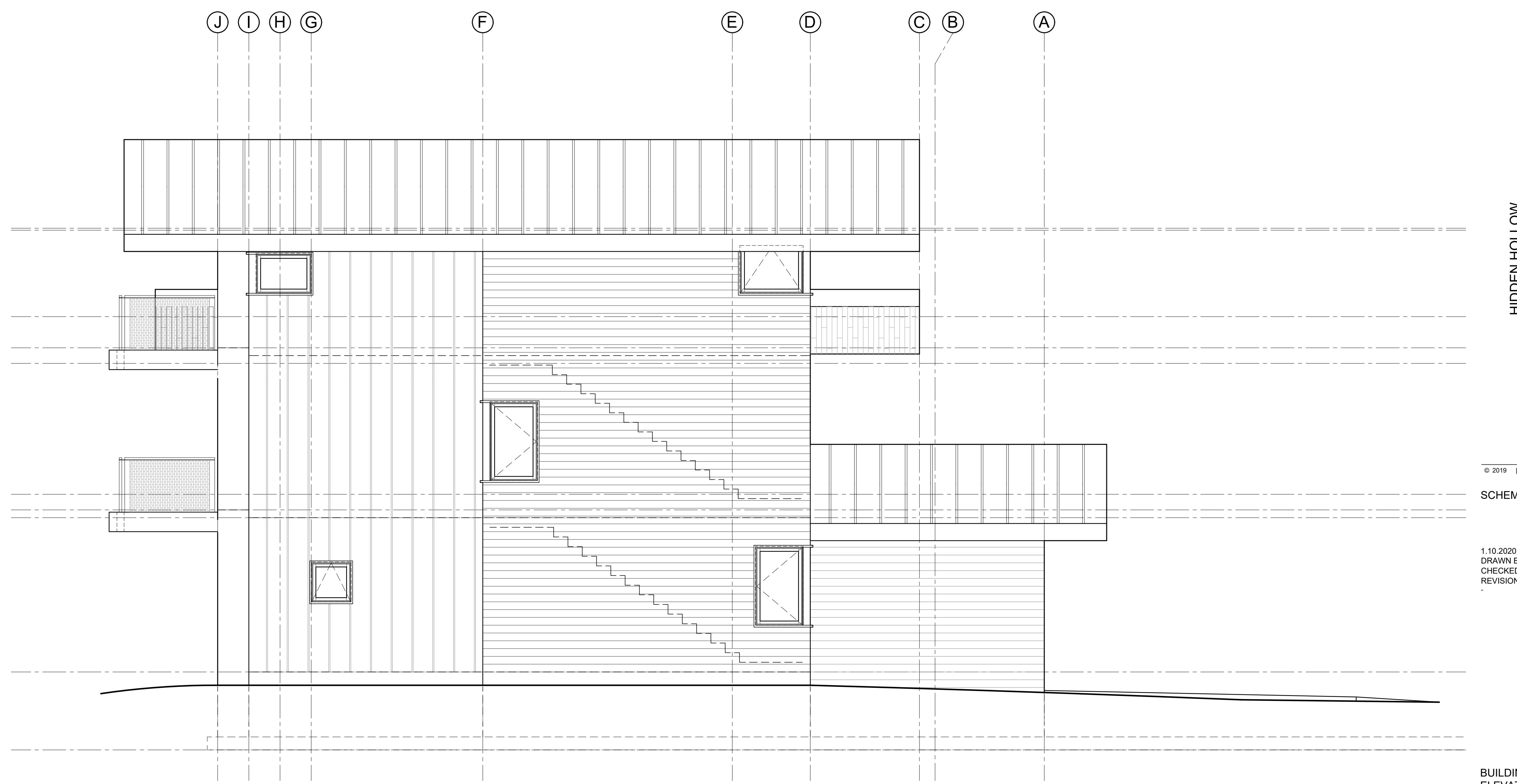
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BY | ZEREN  
D BY | HOYT  
NS

104





1 Building Elevation  
A201 1/4"=1'-0"



2 Building Elevation  
A201 1/4"=1'-0"

HIDDEN HOLLOW  
310 HIDDEN HOLLOW DRIVE  
**TOWNHOUSE 310**

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1.10.2020  
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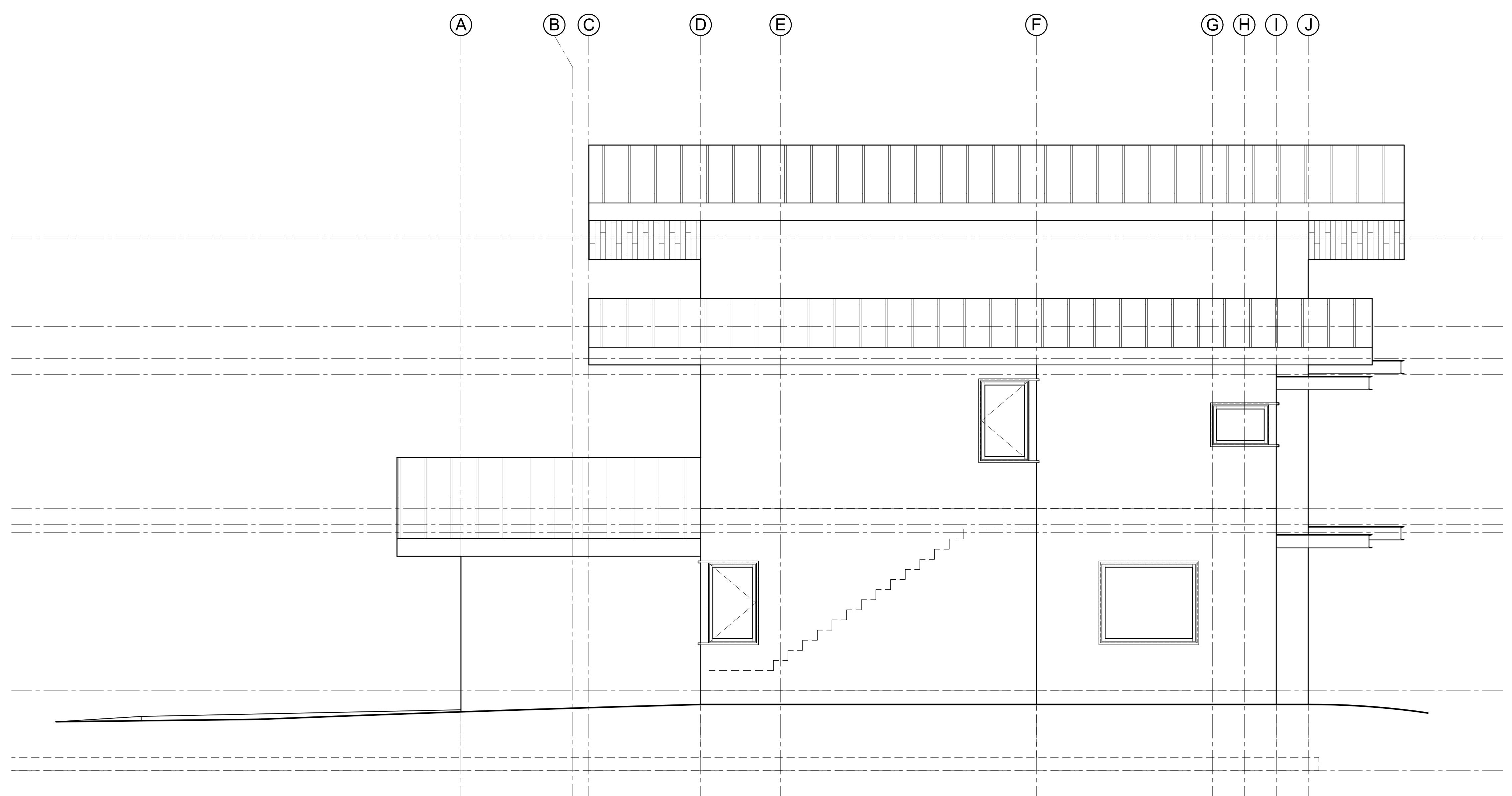
BUILDING  
ELEVATIONS

**A201**



1 Building Elevation  
A202

1/4"=1'-0"



2 Building Elevation  
A202

1/4"=1'-0"

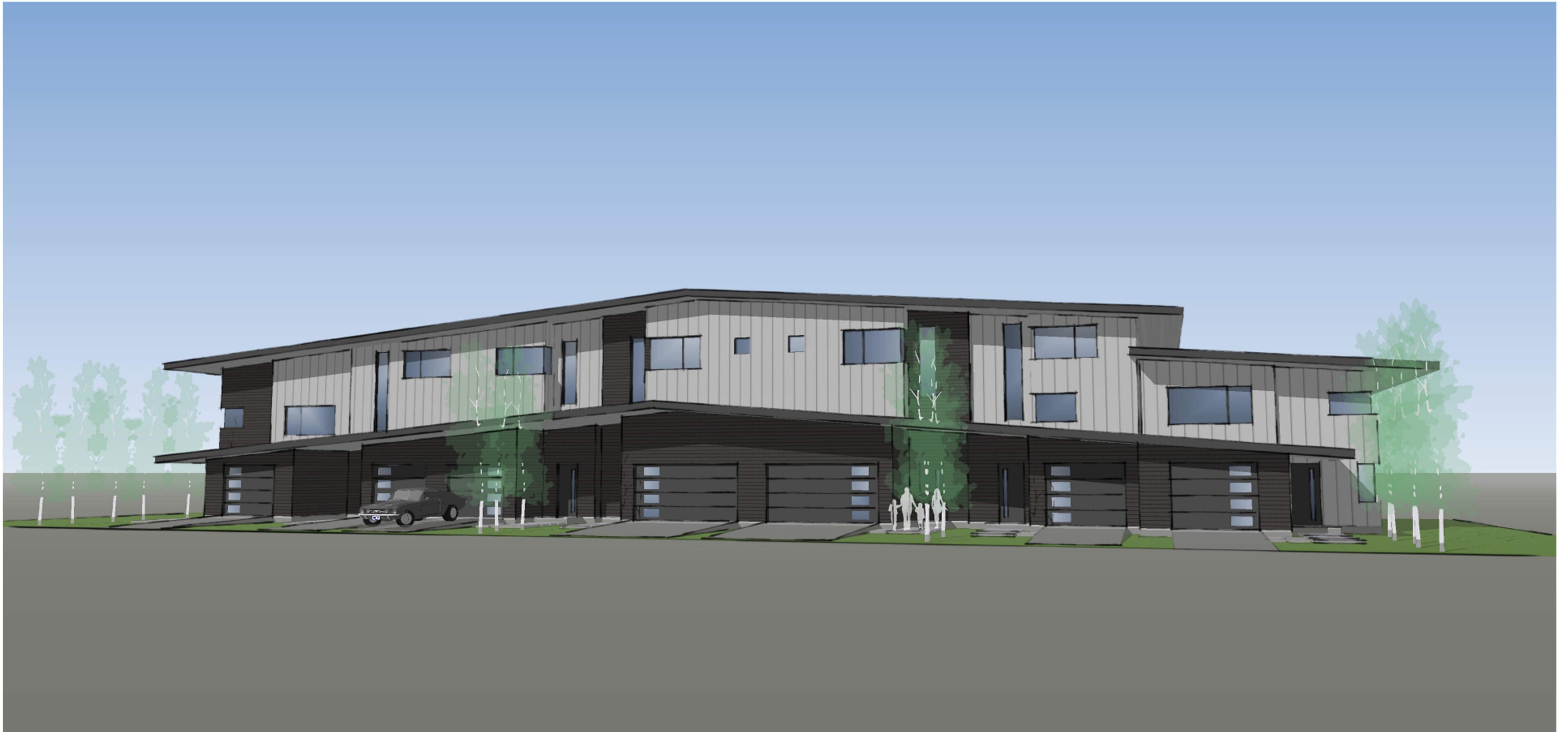
HIDDEN HOLLOW  
310 HIDDEN HOLLOW DRIVE  
**TOWNHOUSE 310**

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1.10.2020  
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BUILDING  
ELEVATIONS

**A202**



HIDDEN HOLLOW  
408 HIDDEN HOLLOW DRIVE  
**TOWNHOUSE 408**

## FRONT PERSPECTIVE

12.3.2019  
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SCHEMATIC DESIGN

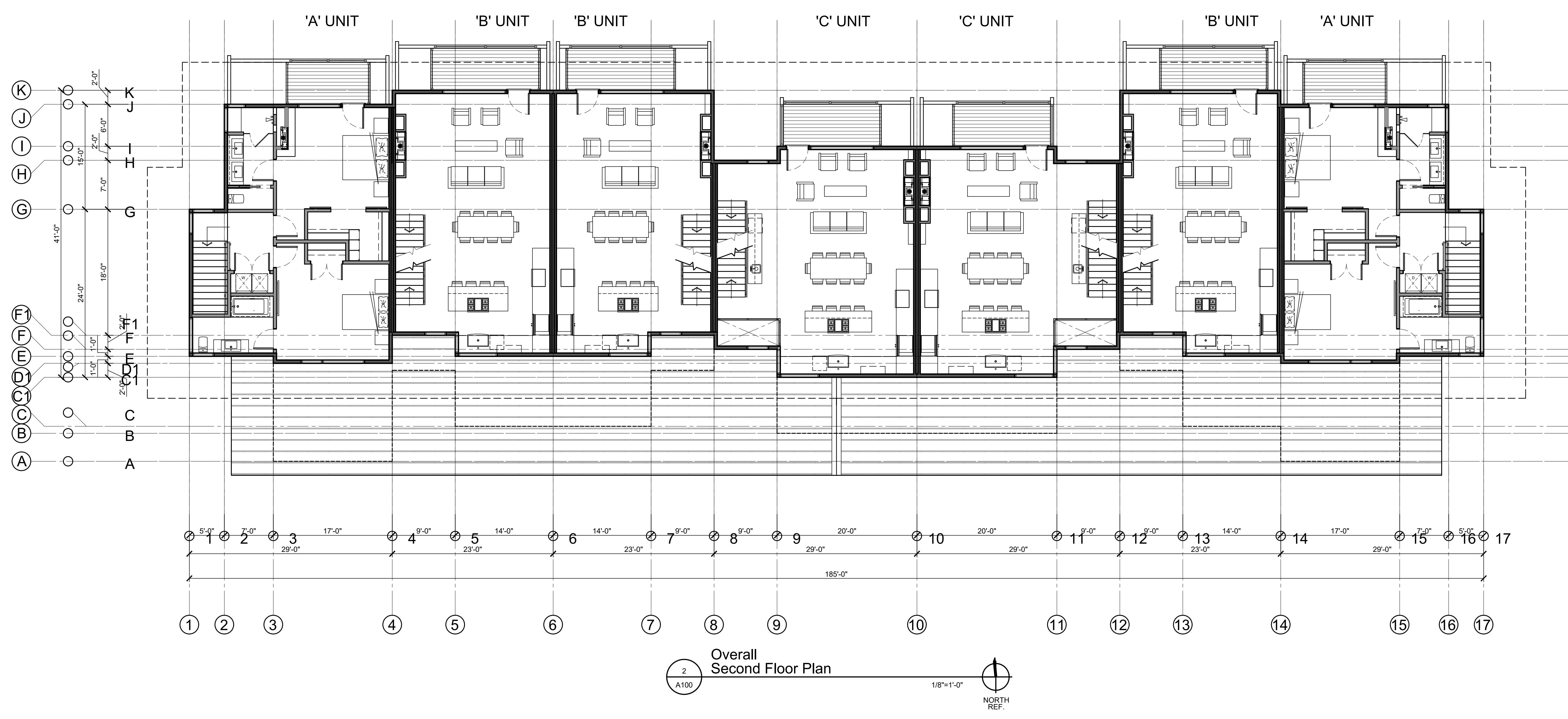
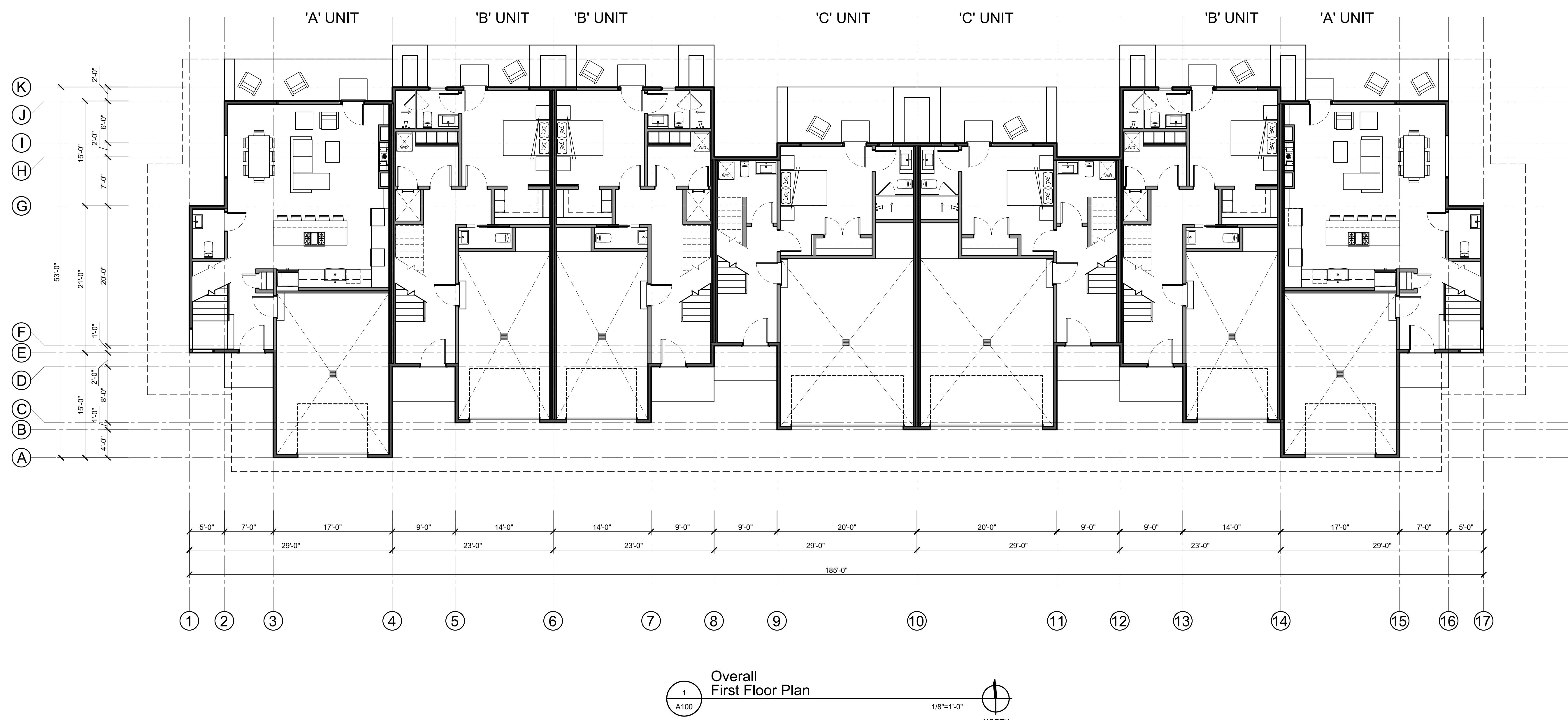


HIDDEN HOLLOW  
408 HIDDEN HOLLOW DRIVE  
**TOWNHOUSE 408**

## REAR PERSPECTIVE

12.3.2019  
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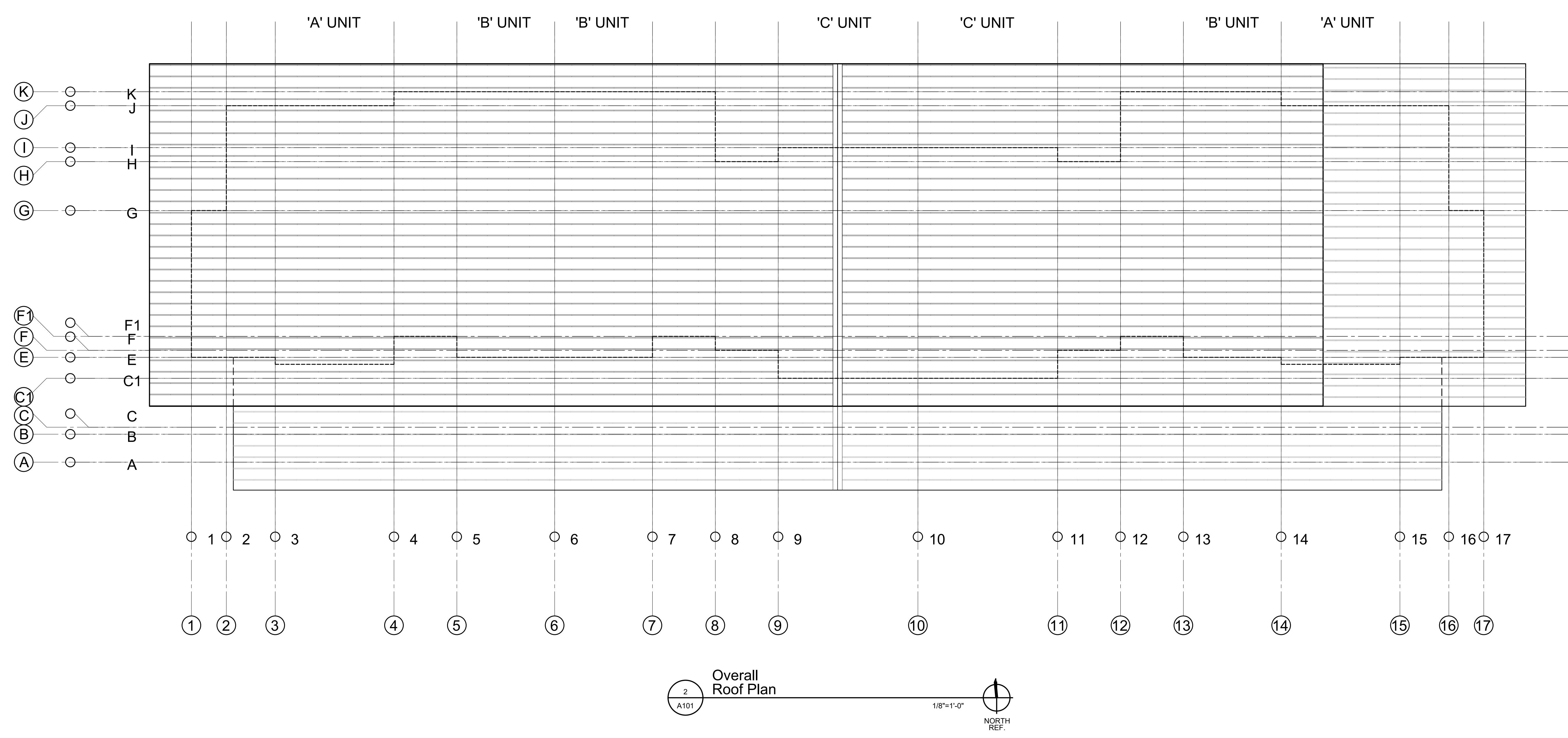
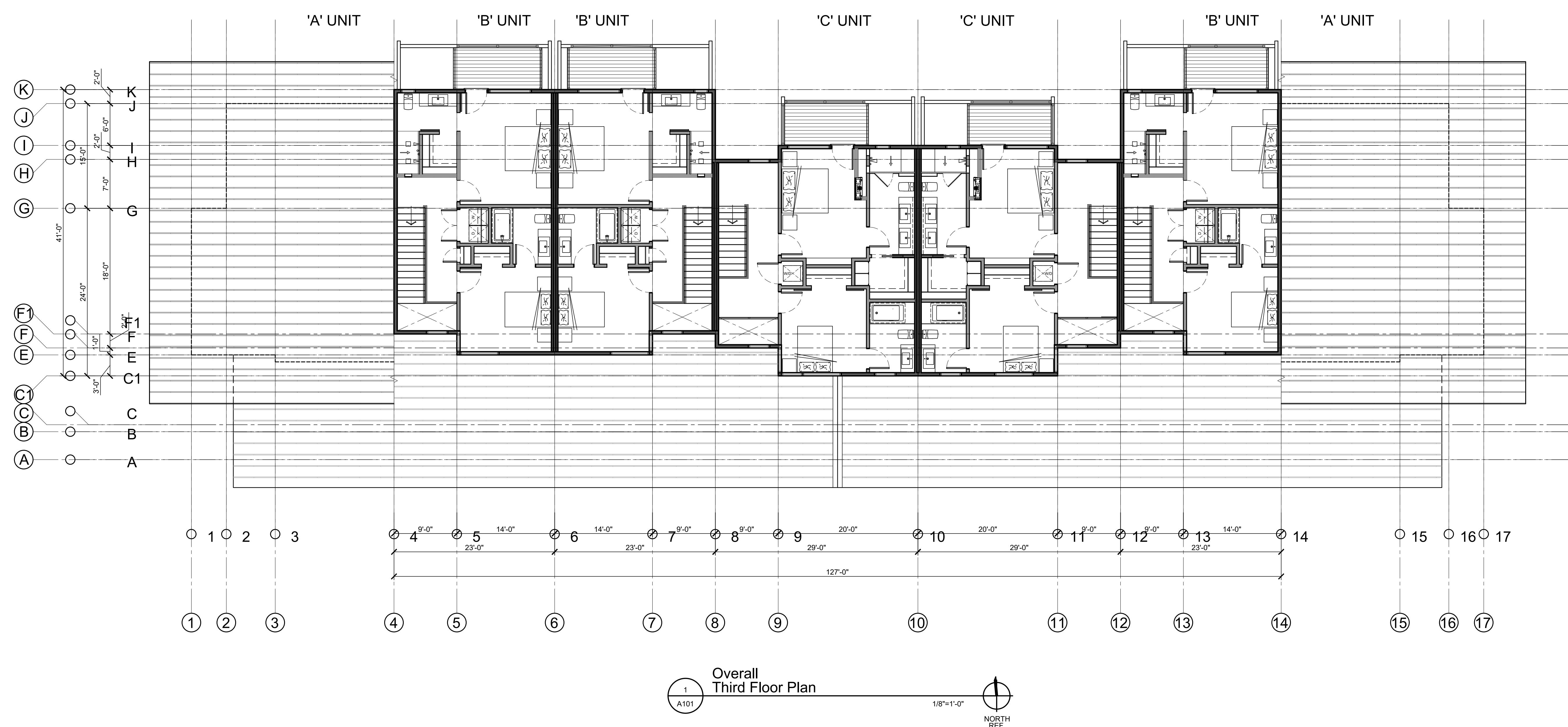
HIDDEN HOLLOW  
424 HIDDEN HOLLOW DRIVE  
**TOWNHOUSE 424**

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SCHEMATIC DESIGN

12.3.2019  
DRAWN BY | ZEREN  
CHECKED BY | HOYT  
REVISIONS

OVERALL  
FIRST &  
SECOND  
FLOOR PLANS

**A100**



HIDDEN HOLLOW  
424 HIDDEN HOLLOW DRIVE  
**TOWNHOUSE 424**

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SCHEMATIC DESIGN

12.3.2019  
DRAWN BY | ZEREN  
CHECKED BY | HOYT  
REVISIONS

OVERALL  
THIRD FLOOR &  
ROOF PLANS

**A101**

HIDDEN HOLLOW  
424 HIDDEN HOLLOW DRIVE  
**TOWNHOUSE 424**



1  
A102  
First Floor Plan West  
1/4"=1'-0"  
NORTH  
REF.

FIRST  
FLOOR  
PLAN

**A102**

**TOWNHOUSE 424**  
424 HIDDEN HOLLOW DRIVE  
HIDDEN HOLLOW





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12.3.2019  
DRAWN BY | ZEREN  
CHECKED BY | HOYT  
REVISIONS

1 Second Floor Plan West  
A104 1/4"=1'-0"  
NORTH REF.

SECOND  
FLOOR  
PLAN

A104

**TOWNHOUSE 424**  
424 HIDDEN HOLLOW DRIVE  
HIDDEN HOLLOW





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CHECKED BY | HOYT  
REVISIONS

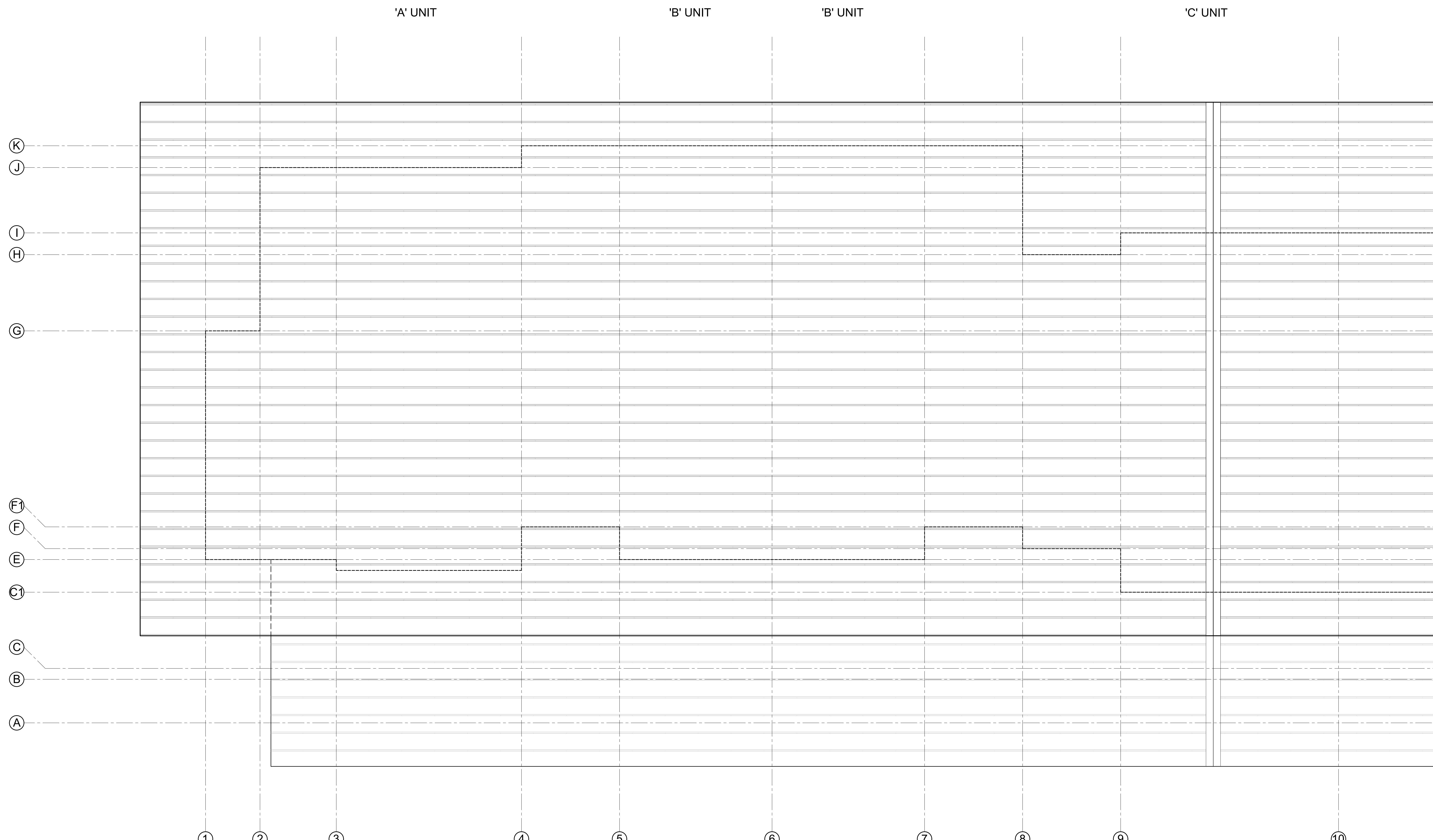
THIRD  
FLOOR  
PLAN

1 Third Floor Plan West  
A106  
1/4"=1'-0"  
NORTH  
REF.

A106

**TOWNHOUSE 424**  
424 HIDDEN HOLLOW DRIVE  
HIDDEN HOLLOW





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SCHEMATIC DESIGN

12.3.2019  
DRAWN BY | ZEREN  
CHECKED BY | HOYT  
REVISIONS

ROOF  
PLAN

A108





HIDDEN HOLLOW  
424 HIDDEN HOLLOW DRIVE  
**TOWNHOUSE 424**

## FRONT PERSPECTIVE

12.3.2019  
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SCHEMATIC DESIGN



HIDDEN HOLLOW  
424 HIDDEN HOLLOW DRIVE  
**TOWNHOUSE 424**

## REAR PERSPECTIVE

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FIRST  
FLOOR  
PLAN

**A101**



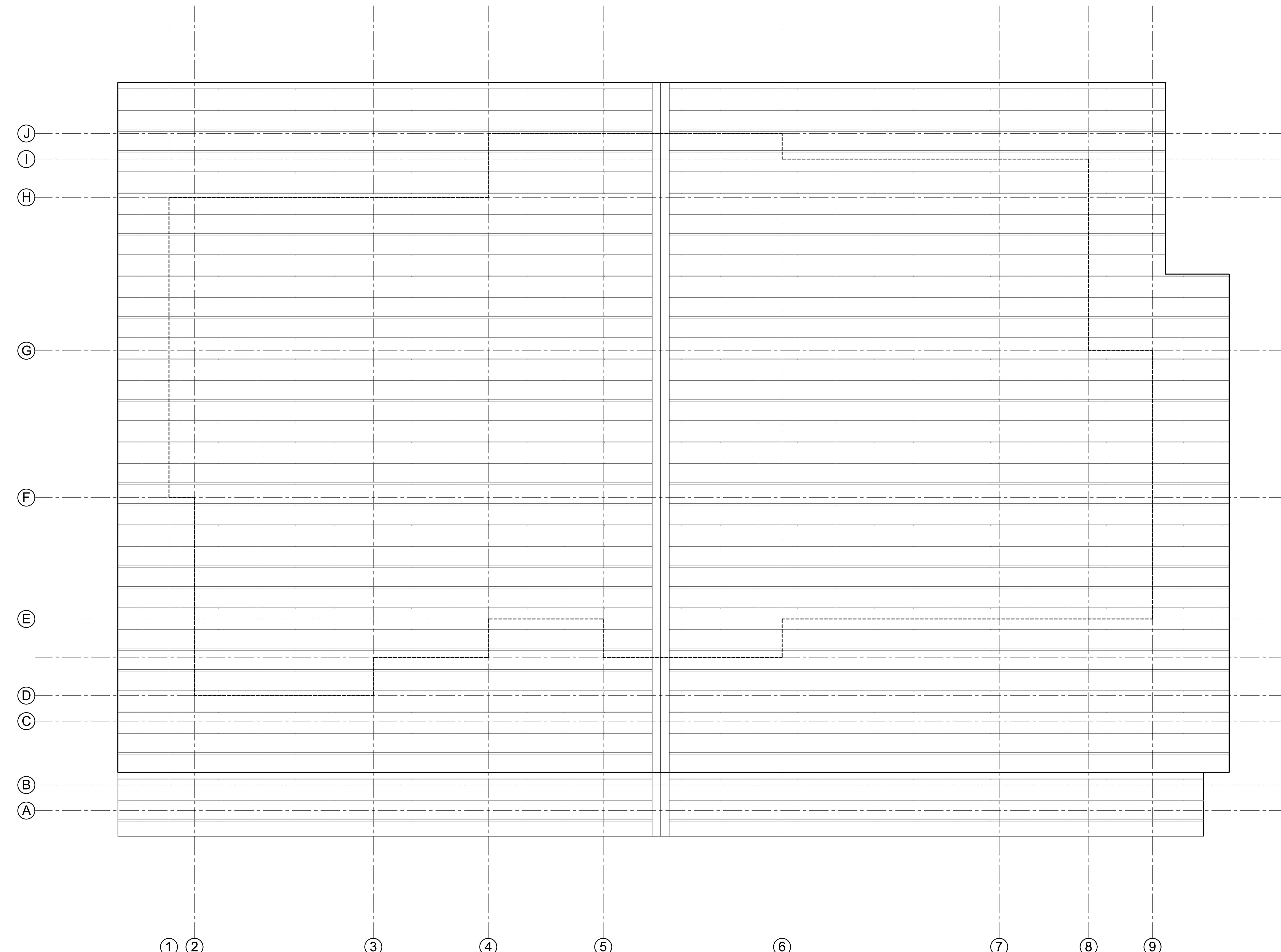
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SCHEMATIC DESIGN

12.3.2019  
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REVISIONS

1 A102 Second Floor Plan  
1/4"=1'-0"  
NORTH REF.

SECOND  
FLOOR  
PLAN

**A102**



1 Roof Plan  
A103

1/4"=1'-0"  
NORTH  
REF.

ROOF  
PLAN

**A103**

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CHECKED BY | HOYT  
REVISIONS

Building Permit #:B18-0572 Revision #:4 (Building 1) Date:1/23/19	Total Permitted/Required (SF)	Prior Expended (Previous Building Permits)	Addition this Building Permit	Total Expended to date (incl. this Building permit)	% of Total Permitted
<b>Area A = 65,803 sf (1.51 acres)</b>					
LSR (Min)	20,000	0	0	0	0%
Lot Coverage (Max)	25000	0	0	0	0%
Floor Area (Max)	54000	0	0	0	0%
<b>Area B = 66,930 sf (1.54 acres)</b>					
LSR (Min)	15000	0	34,923	34,923	233%
Lot Coverage (Max)	28000	0	22,058	22,058	79%
Floor Area (Max)	54000	0	51,830	51,830	96%
<b>Area C = 116,118 sf (2.67 acres)</b>					
LSR (Min)	11000	9,537	2,763	12,300	112%
Lot Coverage (Max)	60350	48,484	11,866	60,350	100%
Floor Area Ratio (Max)	167218	132,805	34,413	167,218	100%
<b>Area D 16,773 sf (3.69 acres)</b>					
LSR (Min)	100000	0	0	0	0%
Lot Coverage (Max)	49,650	0	0	0	0%
Floor Area Ratio (Max)	7,922	0	0	0	0%
<b>Overall PUD = 409,623 (9.40 acres w/out Mercill lot)</b>					
LSR (Min)	123629	9,537	37,686	47,223	38%
Lot Coverage (Max)	164831	48,484	33,924	82,408	50%
Floor Area Ratio (Max)	283140	132,805	86,243	219,048	77%

WHEN RECORDED MAIL TO:  
AND MAIL TAX STATEMENTS TO:

Released	
Indexed	✓
Abstracted	✓
Scanned	

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

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

GRANTOR: UNITED STATES OF AMERICA

GRANTEE: HANSEN & HANSEN LLP

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

Sherry L. Daigle Teton County Clerk fees: 27.00

By Mary Smith Deputy

X 2

## QUITCLAIM DEED

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

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

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

Sixth Principal Meridian

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

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

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

Containing 10.00 acres, more or less.

**TOGETHER WITH:**

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

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

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

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

Sixth Principal Meridian

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

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

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

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

### **NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY**

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

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

### **CERCLA COVENANT**

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

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

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

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

### **CERCLA ACCESS**

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

### **FSREA DISCLOSURES AND WRITTEN ASSURANCES**

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

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

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

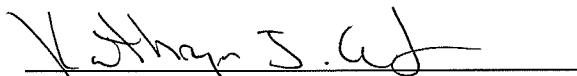
Notwithstanding the covenants provided by the **UNITED STATES** in the previous paragraphs, the **GRANTEE** hereby agrees to hold harmless, defend, and indemnify the **UNITED STATES** from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in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

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

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

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

**UNITED STATES OF AMERICA**

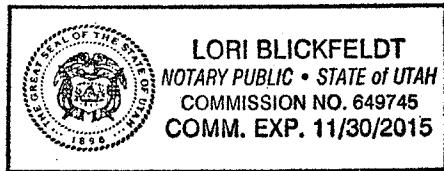


**KATHRYN J. CONANT**  
Director of Lands & Minerals  
Intermountain Region  
USDA Forest Service

## ACKNOWLEDGMENT

STATE OF UTAH }  
COUNTY OF WEBER } ss

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



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

## LETTER OF AUTHORIZATION

Hansen and Hansen, LLP \_\_\_\_\_, "Owner" whose address is: \_\_\_\_\_

P.O. Box 50106, Idaho Falls

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Hansen and Hansen, LLP \_\_\_\_\_, as the owner of property

more specifically legally described as: \_\_\_\_\_

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

(If too lengthy, attach description)

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

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

OWNER: Zane Powell

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Partner

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

STATE OF Idaho

)

)SS.

COUNTY OF Bonneville

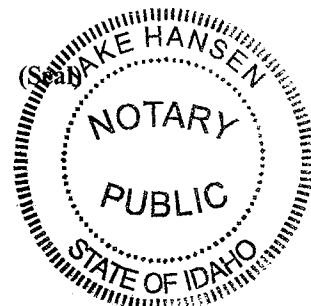
)

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

WITNESS my hand and official seal.

C James Hansen  
(Notary Public)

My commission expires: April 30, 2018



## LETTER OF AUTHORIZATION

Hansen and Hansen, LLP

P.O. Box 50106, Idaho Falls

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Hansen and Hansen, LLP

more specifically legally described as:

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

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, P.C.

as

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

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

OWNER: James Hansen

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Partner

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

STATE OF Idaho

)

)SS.

COUNTY OF Bonneville

)

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

WITNESS my hand and official seal.

James Hansen  
(Notary Public)

My commission expires: April 30, 2018

