



# 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

<p>Date: March 30, 2020</p> <p>Item #: P20-063</p> <p>Planner: Brendan Conboy</p> <p>Phone: 733-0440 ext. 1302</p> <p>Email: bconboy@jacksonwy.gov</p> <p><b>Owner:</b> Hidden Hollow 2251 N. Holmes Ave. Idaho Falls, ID 83404</p> <p><b>Applicant:</b> Jorgensen Associates – Ron Levy PO Box 9550 Jackson, WY 83002</p>	<p style="text-align: center;"><b>REQUESTS:</b></p> <p>The applicant is submitting a request for a Development Option Plan for the property located at 310, 408, 422, and 424 Hidden Hollow Drive legally known as, LOTS 16, 17, 18, and 20 of Hidden Hollow S/D.</p> <p>For questions, please call Brendan Conboy at 733-0440 x1302 or email to the address shown below. Thank you.</p>
<p><b>Please respond by: April 13, 2020 (Sufficiency)</b> <b>April 20, 2020 (Comments due)</b></p>	

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



**PLANNING PERMIT APPLICATION**  
**Planning & Building Department**

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

**For Office Use Only**

Fees Paid \_\_\_\_\_ Date & Time Received \_\_\_\_\_  
Application #s \_\_\_\_\_

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

**PROJECT.**

Name/Description: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Lot, Subdivision: \_\_\_\_\_ PIDN: \_\_\_\_\_

**PROPERTY OWNER.**

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

**APPLICANT/AGENT.**

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

**DESIGNATED PRIMARY CONTACT.**

\_\_\_\_\_ Property Owner \_\_\_\_\_ Applicant/Agent

**TYPE OF APPLICATION.** Please check all that apply; review the type of application at [www.townofjackson/200/Planning](http://www.townofjackson/200/Planning)

**Use Permit**

\_\_\_\_\_ Basic Use  
\_\_\_\_\_ Conditional Use  
\_\_\_\_\_ Special Use

**Relief from the LDRs**

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

**Physical Development**

\_\_\_\_\_ Sketch Plan  
\_\_\_\_\_ Development Plan  
\_\_\_\_\_ Design Review

**Subdivision/Development Option**

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

**Interpretations**

\_\_\_\_\_ Formal Interpretation  
\_\_\_\_\_ Zoning Compliance Verification

**Amendments to the LDRs**

\_\_\_\_\_ LDR Text Amendment  
\_\_\_\_\_ Map Amendment

**Miscellaneous**

\_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_ Environmental Analysis

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

Pre-application Conference #: \_\_\_\_\_ Environmental Analysis #: \_\_\_\_\_

Original Permit #: \_\_\_\_\_ Date of Neighborhood Meeting: \_\_\_\_\_

**SUBMITTAL REQUIREMENTS.** Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to [www.townofjackson.com/200/Planning](http://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](http://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](http://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](http://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.

Garon Levy  
\_\_\_\_\_  
Signature of Property Owner or Authorized Applicant/Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

# 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:

Kelma Henry

(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 Leana Hansen this 21 day of 2-21, 2020.

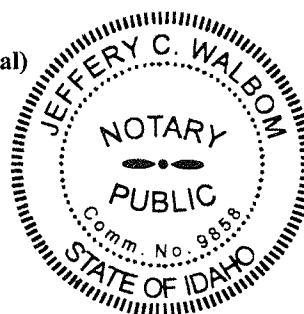
WITNESS my hand and official seal.

[Signature]

(Notary Public)

My commission expires:

(Seal)





# 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:

Laura 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 )

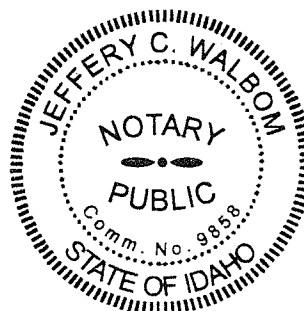
The foregoing instrument was acknowledged before me by Laura Hansen this 21 day of February, 2020.

WITNESS my hand and official seal.

Jeffery C. Walborn  
(Notary Public)

My commission expires:

(Seal)





**JORGENSEN**  
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201  
Jackson, WY 83002  
PH: 307.733.5150  
[www.jorgeng.com](http://www.jorgeng.com)

March 27, 2020

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

**RE: Hidden Hollow - Development Option for Town Homes**

Dear Brendan,

Enclosed you will find the necessary materials for a Development Option that we are submitting on behalf of our client, Hidden Hollow, LLC.

The purpose of this application, as requested, is to review a development option that requires a determination of compliance with these LDRs prior to preparation of physical development, use, or subdivision permit applications, but does not require public review.

**General Information**

Hidden Hollow, LLC intends to submit building permits for 20 approved townhouse multi-family residential units over the next 60 days that are part of the Hidden Hollow Planned Unit Development (Hidden Hollow-PUD). Infrastructure and preliminary grading to prepare these sites has already been completed under the previous grading permits for Phases 1a and 1b of the Hidden Hollow PUD and Hidden Hollow First Addition Subdivision. Construction of the townhomes will take place on Lots 16, 17, 18, and 20 of the Hidden Hollow Subdivision, Plat 1389 and is comprised of a mix of unit-types that include: 3-plex; 5-plex, and 7-plex multi-family townhome structures.

The Sketch Plan for the Hidden Hollow-PUD (P16-079) includes architecture for the townhomes that the applicant would like to change; this change would be in substantial conformance with prior approval. Moreover, the architectural change further complements the existing contemporary character of the apartment buildings and will make the Hidden Hollow-PUD more cohesive while also increasing durability and lower long-term maintenance of the structures.

**Findings for Approval**

A development option plan shall be approved upon finding the application:

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

The Hidden Hollow project is within the Comprehensive Plan District 3 – Town Residential Core, Subarea 3.2 – Core Residential which is envisioned to contain a variety of residential densities, residential types, and building

sizes in order to maintain and meet our Community's Growth Management and Workforce Housing goals. The approval of this application does not change the use or mix of unit-types previously proposed and approved by the Town of Jackson for the Hidden Hollow-PUD (P16-079 and P16-080). The necessary infrastructure for these units has already been constructed and is in place; the development option is only a change in architecture and exterior design.

***2. Achieves the standards and objectives of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable; Not applicable.***

The Hidden Hollow property is not located within the Natural Resource overlay or the Scenic Resource Overlay, and this finding is therefore not applicable.

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

The approval of the Hidden Hollow-PUD was a collaborative effort involving various entities of the community whose goal was to achieve a positive impact on the Town of Jackson. As a result, the development of the Hidden Hollow-PUD focused on development that was economically, socially, and ecologically sustainable in order to create a vibrant urban residential community within the Downtown Core of Jackson, Wyoming.

Public space includes interconnected sidewalks and multi-use pathways, open lawns and landscaping, and a wetland improvement project that is a major component of the Hidden Hollow-PUD. The revised composition of the multi-family townhomes will better compliment the rhythm of multi-family buildings and existing construction within the Hidden Hollow Subdivision.

Utilizing both additive and subtractive techniques, the new townhome architectural features break up the vertical faced and massing of these buildings.

As a residential neighborhood, sidewalks and multi-use pathways had been integrated into the landscape design and civil engineering of the Hidden Hollow-PUD, thus creating a comforting street wall environment for both residents and visitors. The rhythm of development continues with construction materials complimenting other buildings in each phase of development within the Hidden Hollow Subdivision.

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

The approval of this application does not change the use or mix of unit-types previously approved by the Town of Jackson for the Hidden Hollow-PUD (P16-079 and P16-080). The necessary infrastructure for these units has already been constructed during Phases 1a and 1b and is in place; the development option is only a change in architecture and exterior design.

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

All components of this development option comply fully with the Sketch Plan and the Planned Unit Development approval (P16-079 and P16-080). The approval of this application remains consistent with the purpose and organization of the Hidden Hollow-PUD and does not change the use or mix of unit-types previously approved by the Town of Jackson for the townhomes within the Hidden Hollow-PUD. All housing mitigation obligations are being met with the construction of the multi-family buildings 4/5 and 2/3. The development option is only a change in architecture and design, which the applicant believes better compliments the neighborhood character and design of the existing apartment buildings. Materials for the townhomes will be consistent with the existing apartment buildings and will be made from earth toned hues

and colors to fit the character of the region. Steel, wood and stone comprise the suite of textures planned for the structures that consider durability and lower long-term maintenance.

Approval of this development option plan will permit the applicant to continue development of the Hidden Hollow Subdivision and submit building permits for 20 townhouse multi-family residential workforce housing units in the Town of Jackson.

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.

A handwritten signature in black ink, appearing to be 'R. Levy', with a long horizontal flourish extending to the right.

Ron Levy  
Land Use Planning



JACKSON HOLE  
TITLE & ESCROW

307.733.3153

Released	
Indexed	✓
Abstracted	✓
Scanned	

**WHEN RECORDED MAIL TO:  
AND MAIL TAX STATEMENTS TO:**

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

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:

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

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.



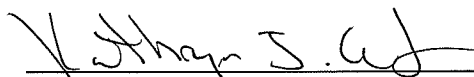
Notwithstanding the covenants provided by the **UNITED STATES** in the previous paragraphs, the **GRANTEE** hereby agrees to hold harmless, defend, and indemnify the **UNITED STATES** from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in 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.

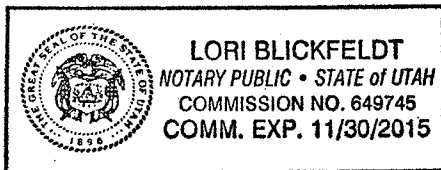
**UNITED STATES OF AMERICA**

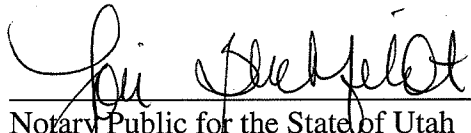
  
\_\_\_\_\_  
**KATHRYN J. CONANT**  
**Director of Lands & Minerals**  
**Intermountain Region**  
**USDA Forest Service**

## 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.



  
\_\_\_\_\_  
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)

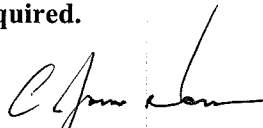
(If too lengthy, attach description)

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:



(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.

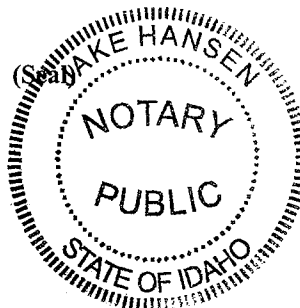
COUNTY OF Bonneville )

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

WITNESS my hand and official seal.

(Notary Public)

My commission expires: April 30, 2018



# LETTER OF AUTHORIZATION

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

P.O. Box 50106, Idaho Falls

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Hansen and Hansen, LLP, as the owner of property

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

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

(If too lengthy, attach description)

HEREBY AUTHORIZES 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:

*C 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*

COUNTY OF *Bonneville*

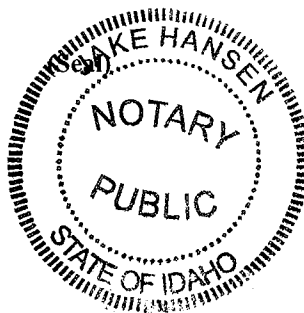
)  
)SS.  
)

The foregoing instrument was acknowledged before me by *C James Hansen* this *15* day of *June*, 200*6*.

WITNESS my hand and official seal.

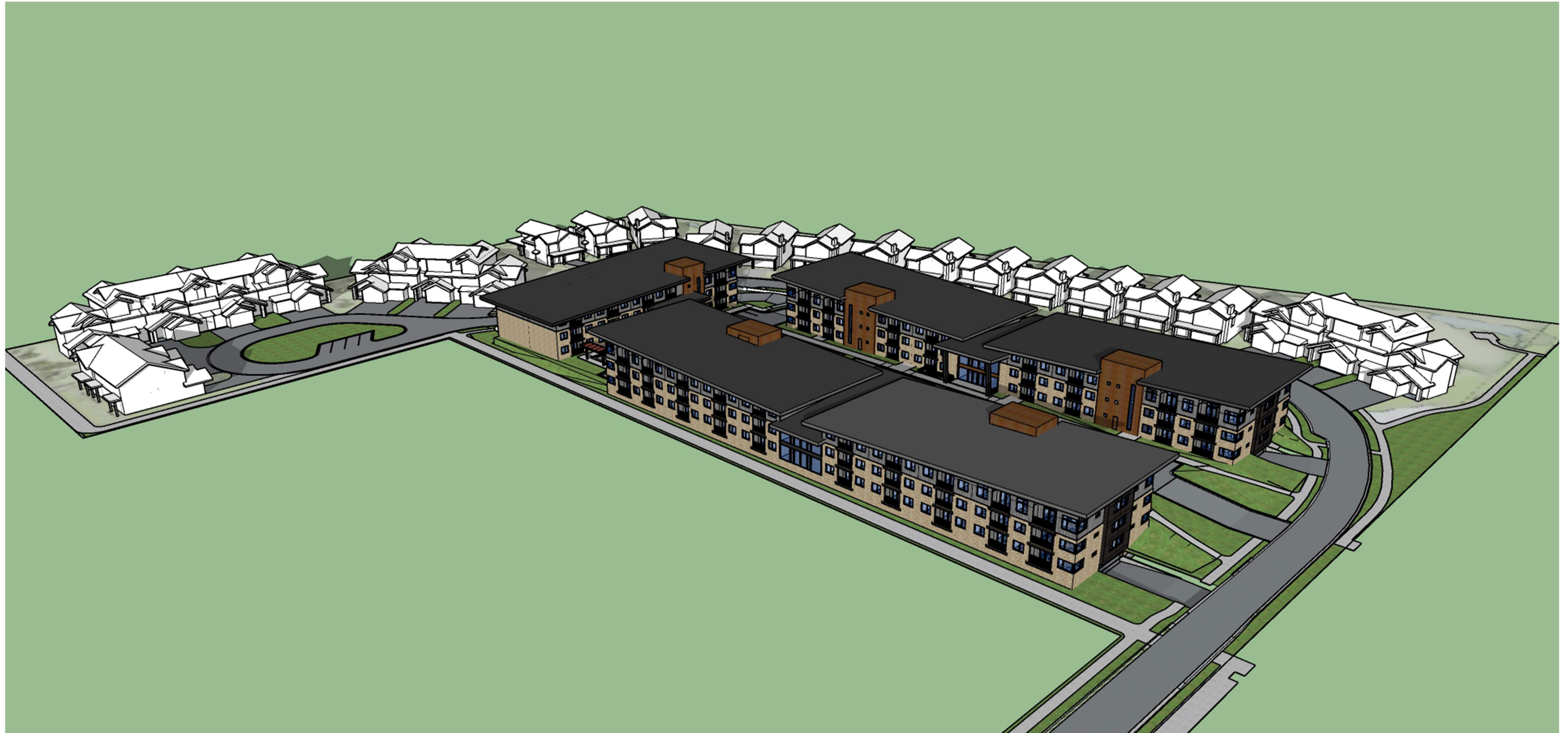
(Notary Public)

My commission expires: *April 30, 2015*





## Sketch Plan Approval of Townhomes



HIDDEN HOLLOW  
HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

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SCHEMATIC DESIGN

2.11.2020  
DRAWN BY |  
CHECKED BY |  
REVISIONS



## Sketch Plan Approval of Townhomes



HIDDEN HOLLOW  
HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

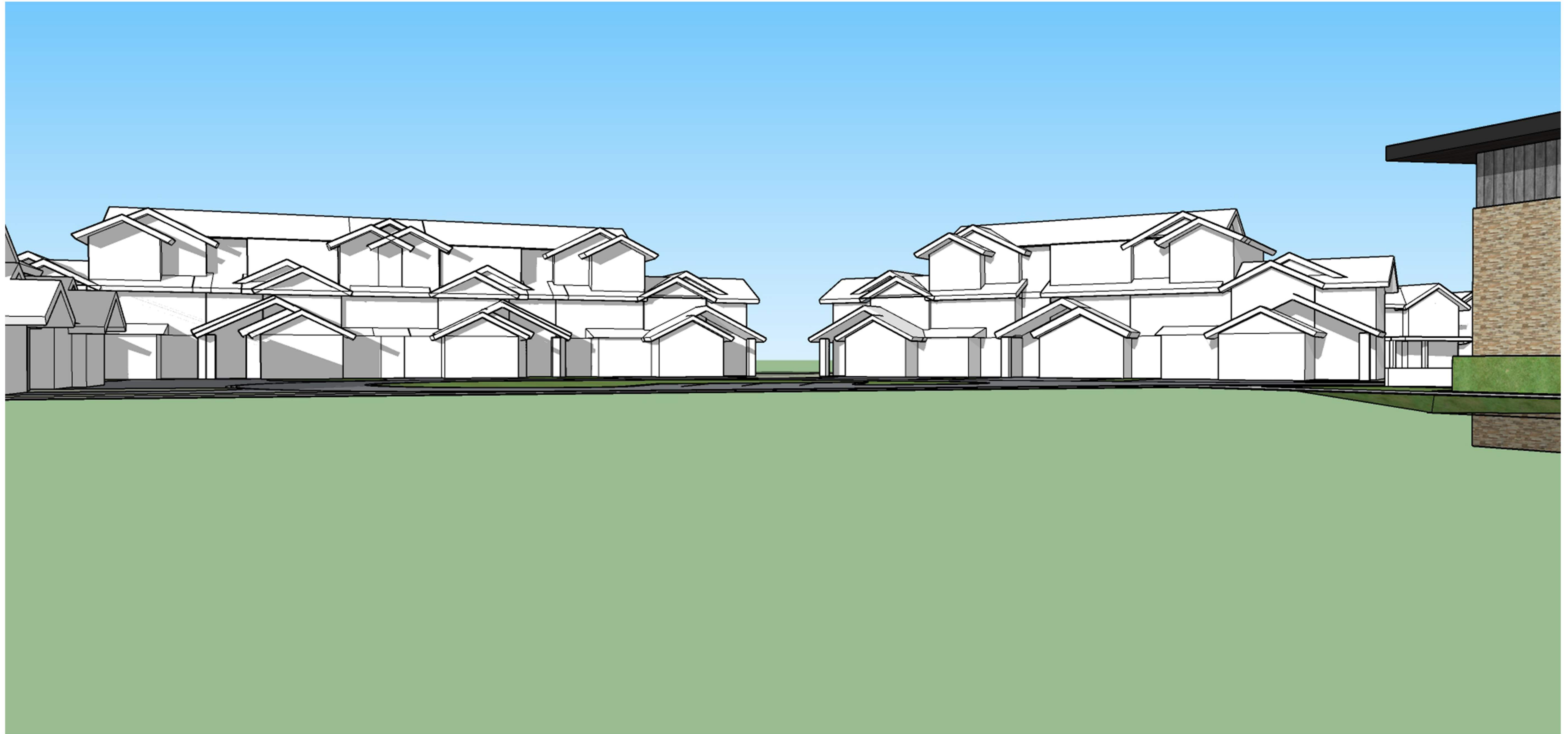
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2.11.2020  
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CHECKED BY |  
REVISIONS



## Sketch Plan Approval of Townhomes



HIDDEN HOLLOW  
HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

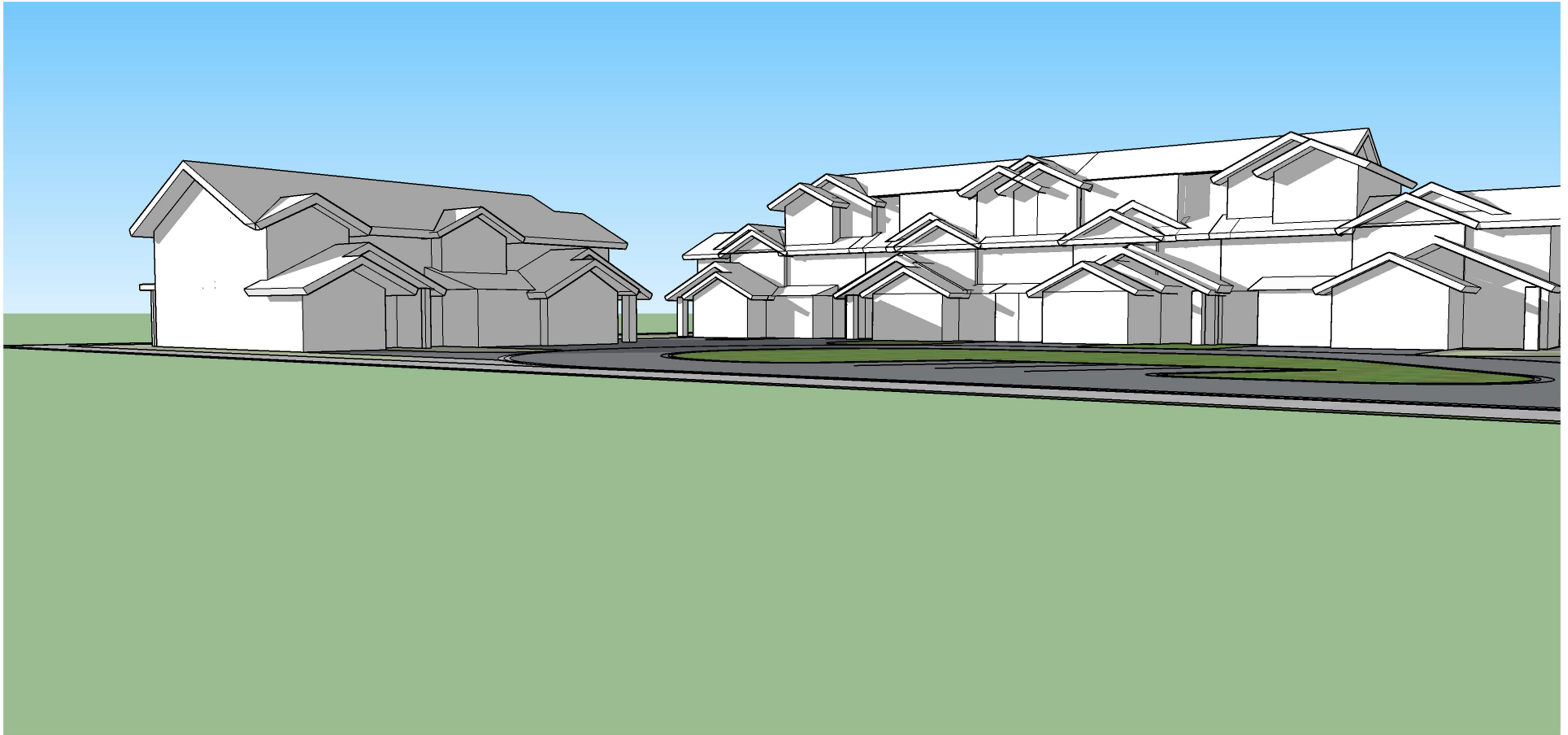
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2.11.2020  
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REVISIONS



## Sketch Plan Approval of Townhomes



HIDDEN HOLLOW  
HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

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REVISIONS



## 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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## Updated Townhome Design



HIDDEN HOLLOW  
HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

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REVISIONS



## Updated Townhome Design



HIDDEN HOLLOW  
HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

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REVISIONS



## Updated Townhome Design



HIDDEN HOLLOW  
HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

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REVISIONS



## 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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REVISIONS



## Updated Townhome Design



HIDDEN HOLLOW  
HIDDEN HOLLOW DRIVE  
**TOWNHOUSES**

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

## FRONT PERSPECTIVE

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1.10.2020  
DRAWN BY |  
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REVISIONS





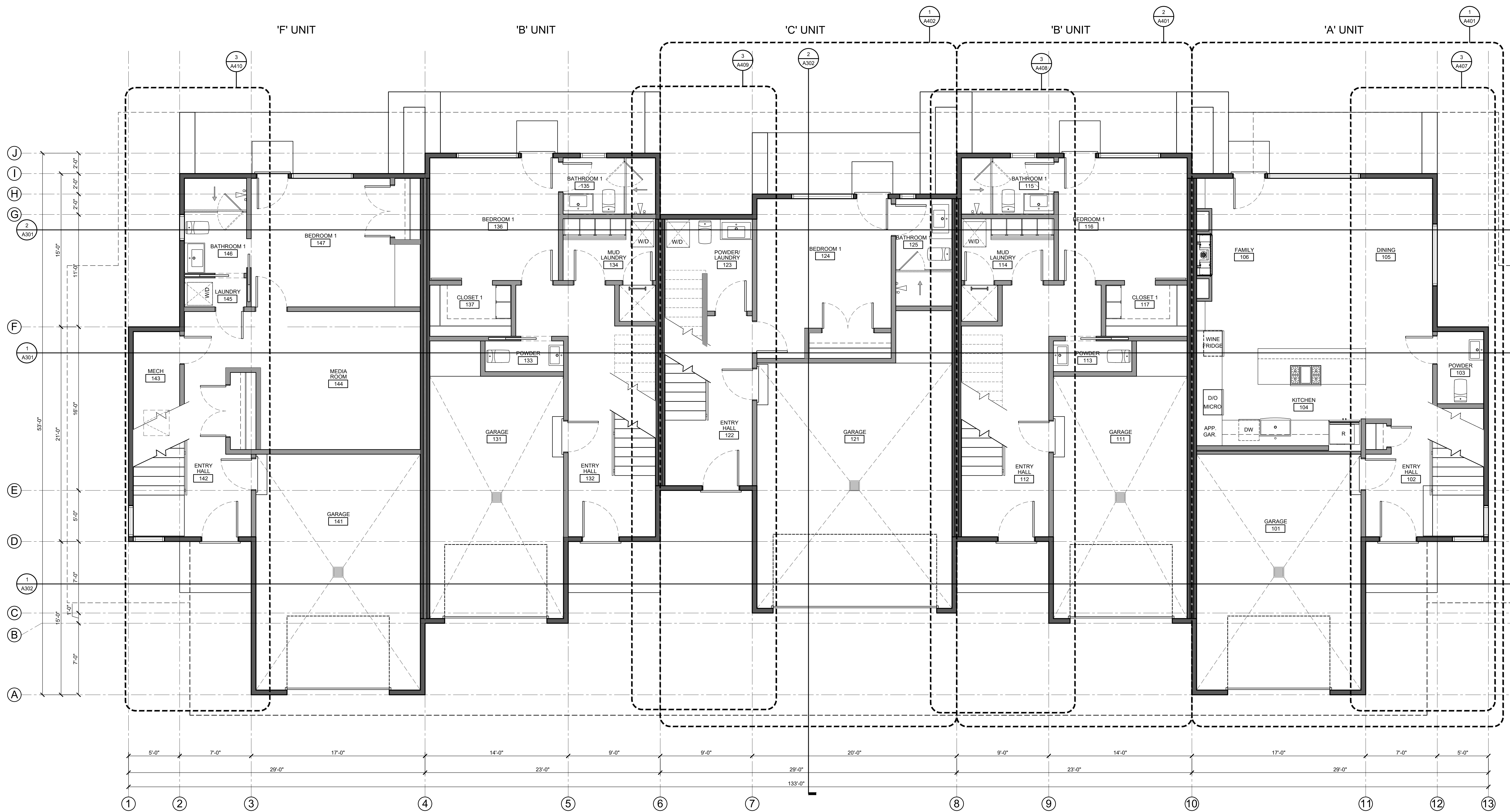
**REAR PERSPECTIVE**

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

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SCHEMATIC DESIGN

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HIDDEN HOLLOW  
310 HIDDEN HOLLOW DRIVE  
TOWNHOUSE 310

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SCHEMATIC DESIGN

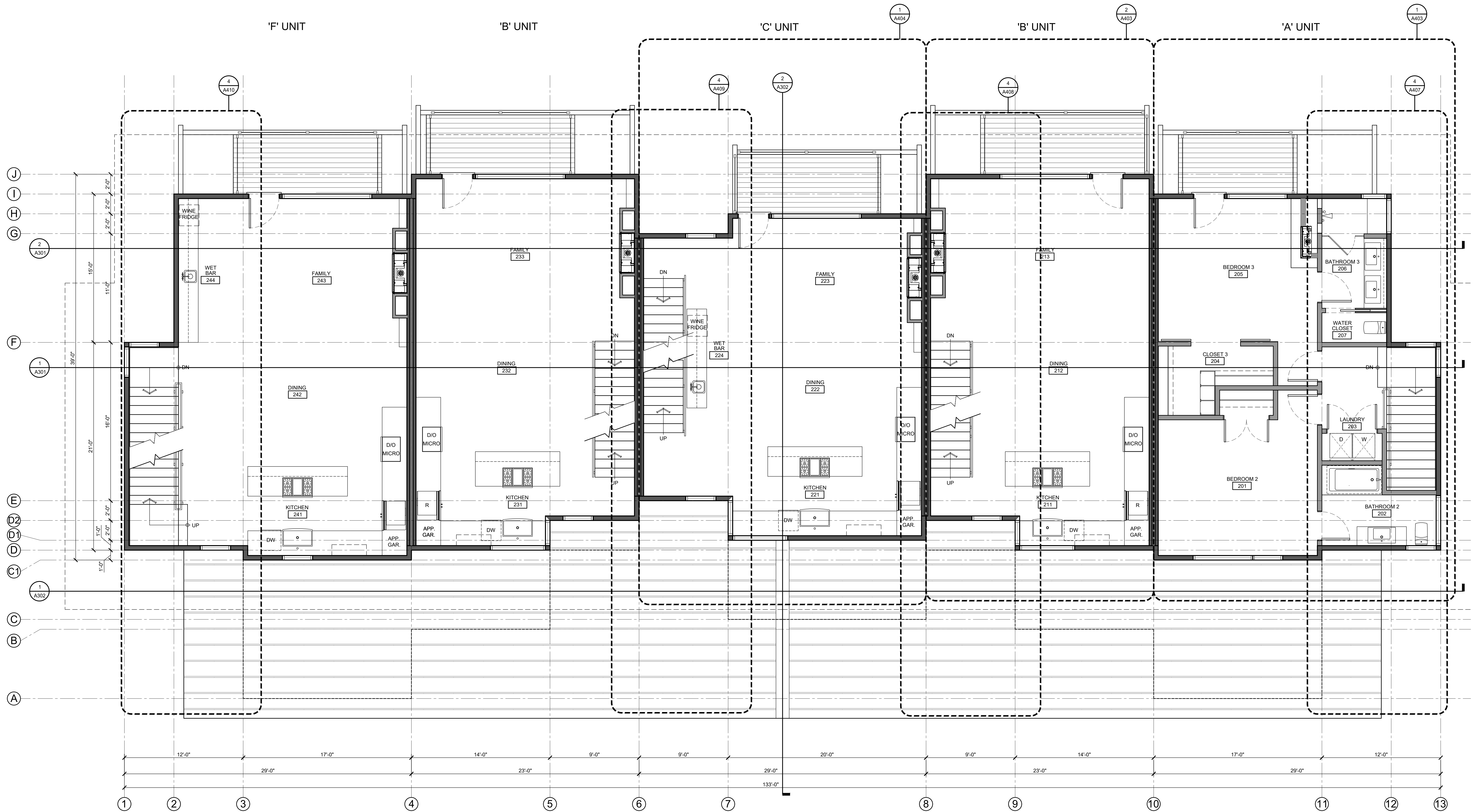
1.10.2020  
DRAWN BY | ZEREN  
CHECKED BY | HOYT  
REVISIONS

1 First Floor Plan  
A101  
1/4"=1'-0"  
NORTH REF.

FIRST  
FLOOR  
PLAN

A101





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

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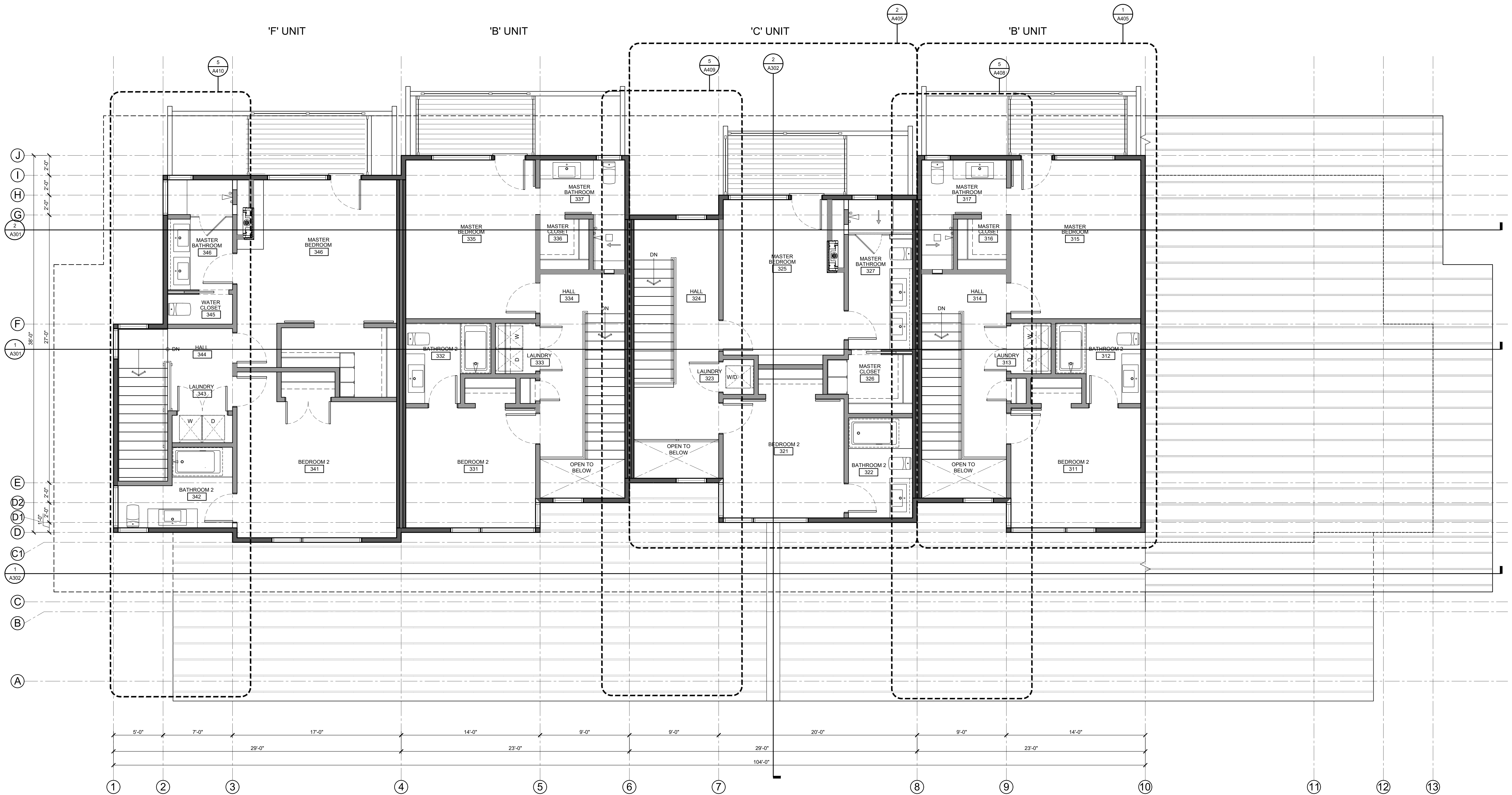
SCHEMATIC DESIGN

1.10.2020  
DRAWN BY | ZEREN  
CHECKED BY | HOYT  
REVISIONS

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

PLANS  
SHEETS  
DETAILS

**A102**



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

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SCHEMATIC DESIGN

1.10.2020  
DRAWN BY | ZEREN  
CHECKED BY | HOYT  
REVISIONS

1 Third Floor Plan  
A103  
1/4"=1'-0"  
NORTH  
REF.

THIRD  
FLOOR  
PLAN

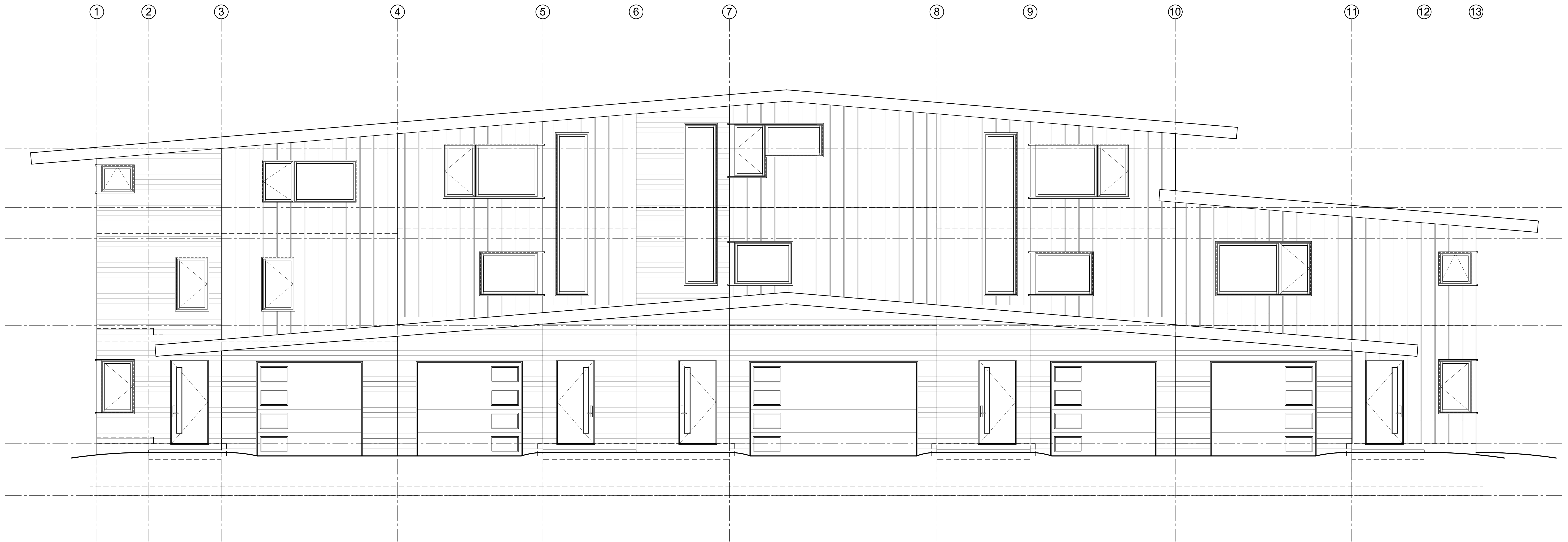
**A103**



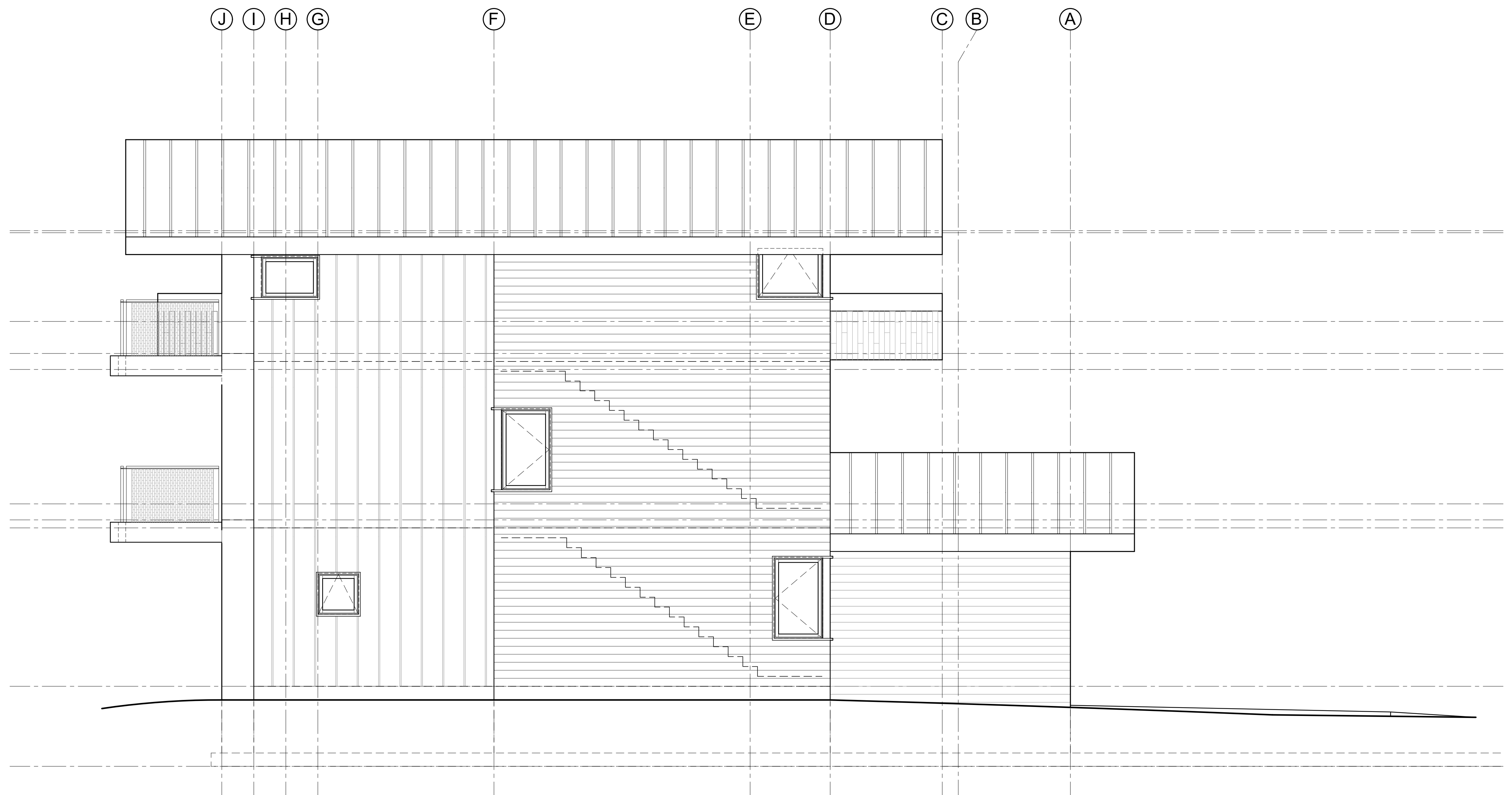
## SCHEMATIC DESIGN

DOOF  
LAN

A104



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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REVISIONS

BUILDING  
ELEVATIONS

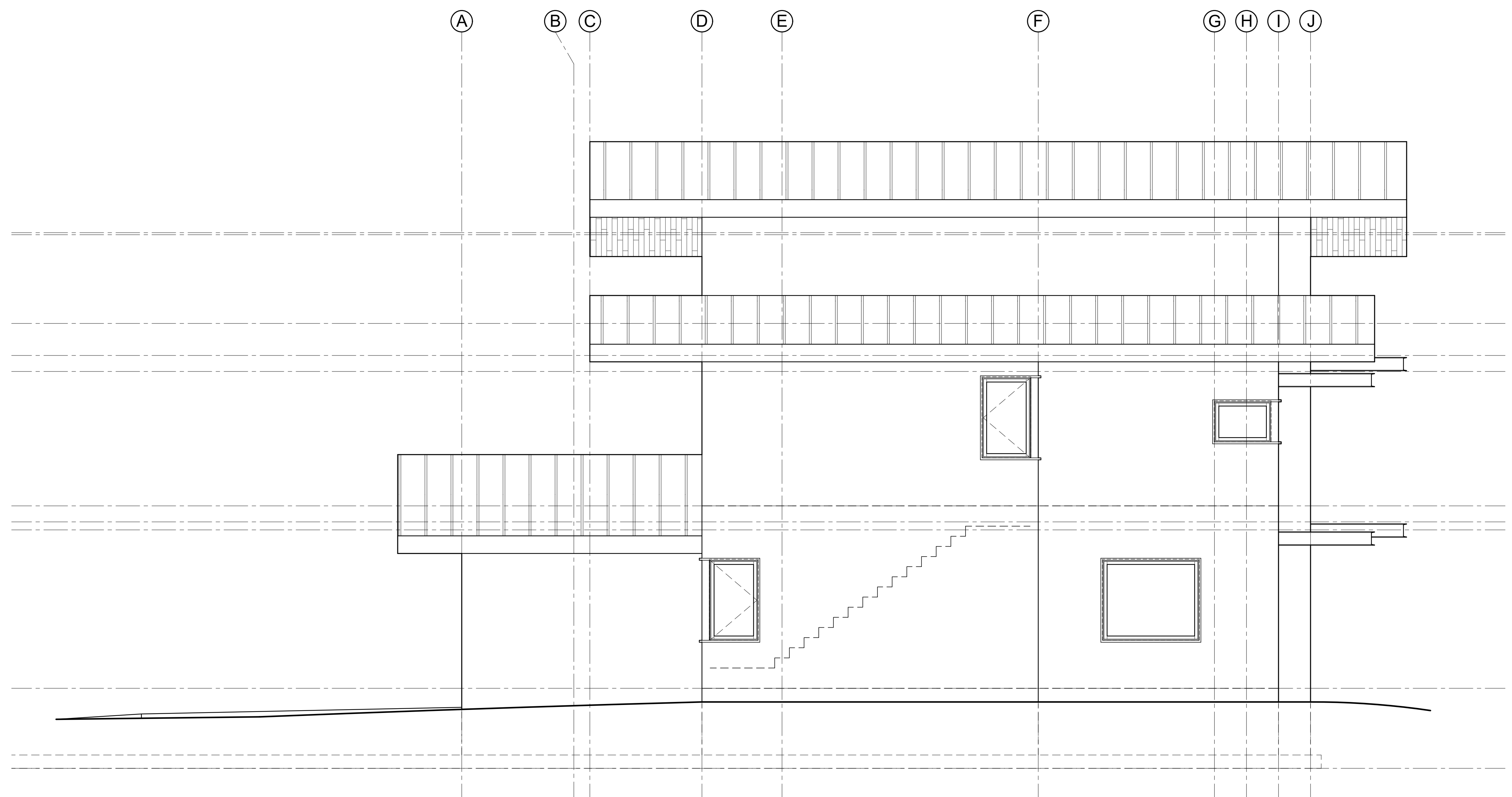
A201



1  
A202

Building Elevation

1/4"=1'-0"



2  
A202

Building Elevation

1/4"=1'-0"

HIDDEN HOLLOW  
310 HIDDEN HOLLOW DRIVE  
TOWNHOUSE 310

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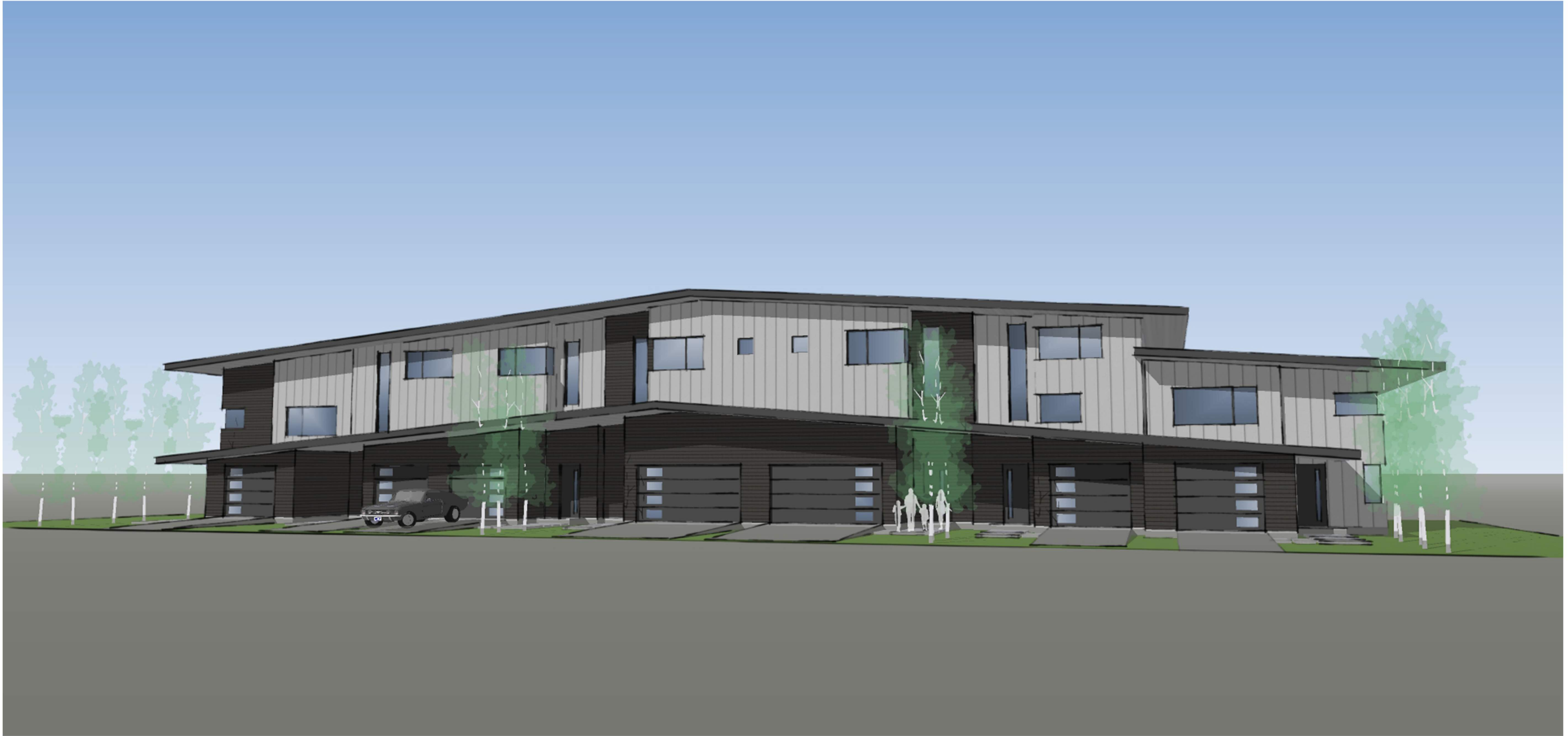
SCHEMATIC DESIGN

1.10.2020  
DRAWN BY | ZEREN  
CHECKED BY | HOYT  
REVISIONS

BUILDING  
ELEVATIONS

A202





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

# FRONT PERSPECTIVE





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

## REAR PERSPECTIVE

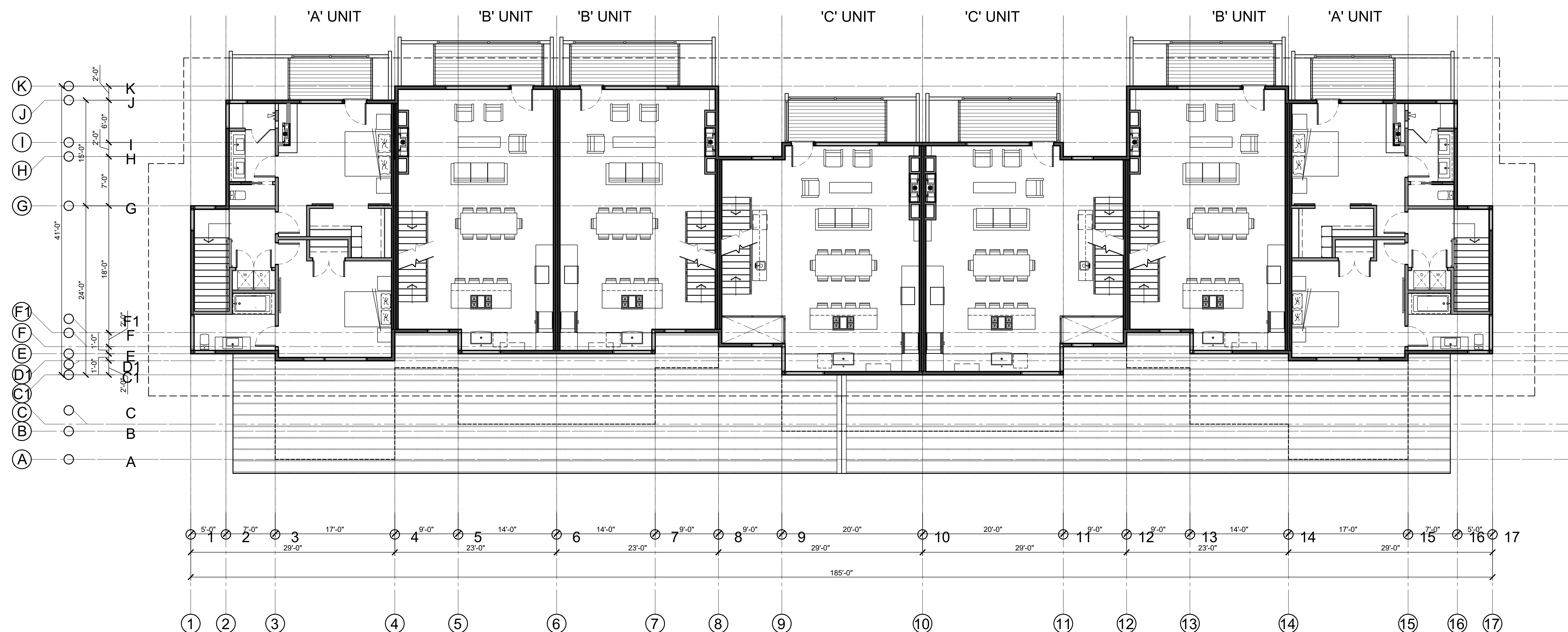
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12.3.2019  
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CHECKED BY |  
REVISIONS



Overall  
First Floor Plan  
1  
A100  
1/8"=1'-0"  
NORTH  
REF.



Overall  
Second Floor Plan  
2  
A100  
1/8"=1'-0"  
NORTH  
REF.

HIDDEN HOLLOW  
424 HIDDEN HOLLOW DRIVE  
TOWNHOUSE 424

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REVISIONS

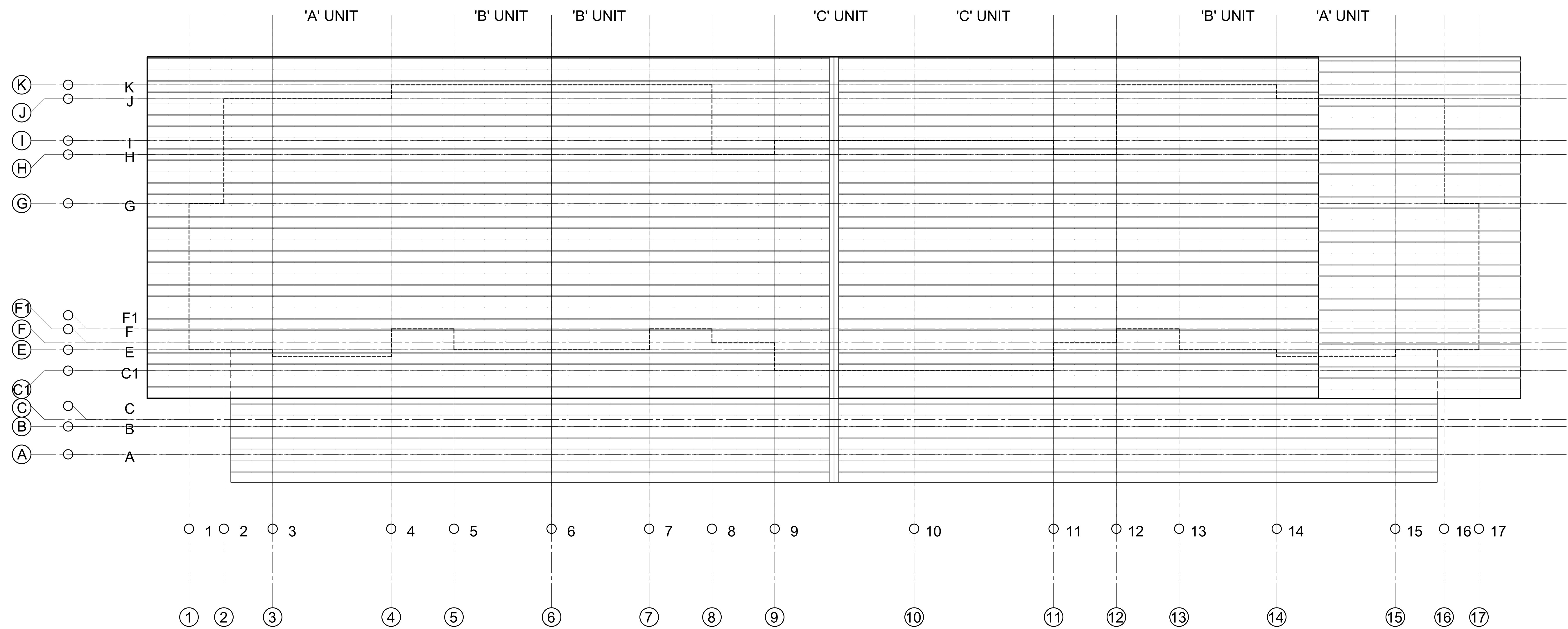
OVERALL  
FIRST &  
SECOND  
FLOOR PLANS

A100





Overall  
Third Floor Plan



Overall  
Roof Plan

HIDDEN HOLLOW  
424 HIDDEN HOLLOW DRIVE  
TOWNHOUSE 424

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CHECKED BY | HOYT  
REVISIONS

OVERALL  
THIRD FLOOR &  
ROOF PLANS

A101



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

HIDDEN HOLLOW  
424 HIDDEN HOLLOW DRIVE  
TOWNHOUSE 424

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REVISIONS

FIRST  
FLOOR  
PLAN

A102



1 First Floor Plan East  
A103  
1/4"=1'-0"  
NORTH  
REF.

HIDDEN HOLLOW  
424 HIDDEN HOLLOW DRIVE  
TOWNHOUSE 424

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12.3.2019  
DRAWN BY | ZEREN  
CHECKED BY | HOYT  
REVISIONS

FIRST  
FLOOR  
PLAN

A103



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

HIDDEN HOLLOW  
424 HIDDEN HOLLOW DRIVE  
TOWNHOUSE 424

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CHECKED BY | HOYT  
REVISIONS

SECOND  
FLOOR  
PLAN

A104



1  
A105  
Second Floor Plan East  
1/4"=1'-0"  
NORTH  
REF.

HIDDEN HOLLOW  
424 HIDDEN HOLLOW DRIVE  
TOWNHOUSE 424

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SECOND  
FLOOR  
PLAN

A105





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

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CHECKED BY | HOYT  
REVISIONS

THIRD  
FLOOR  
PLAN

**A106**

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



HIDDEN HOLLOW  
424 HIDDEN HOLLOW DRIVE  
TOWNHOUSE 424

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CHECKED BY | HOYT  
REVISIONS

THIRD  
FLOOR  
PLAN

A107

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

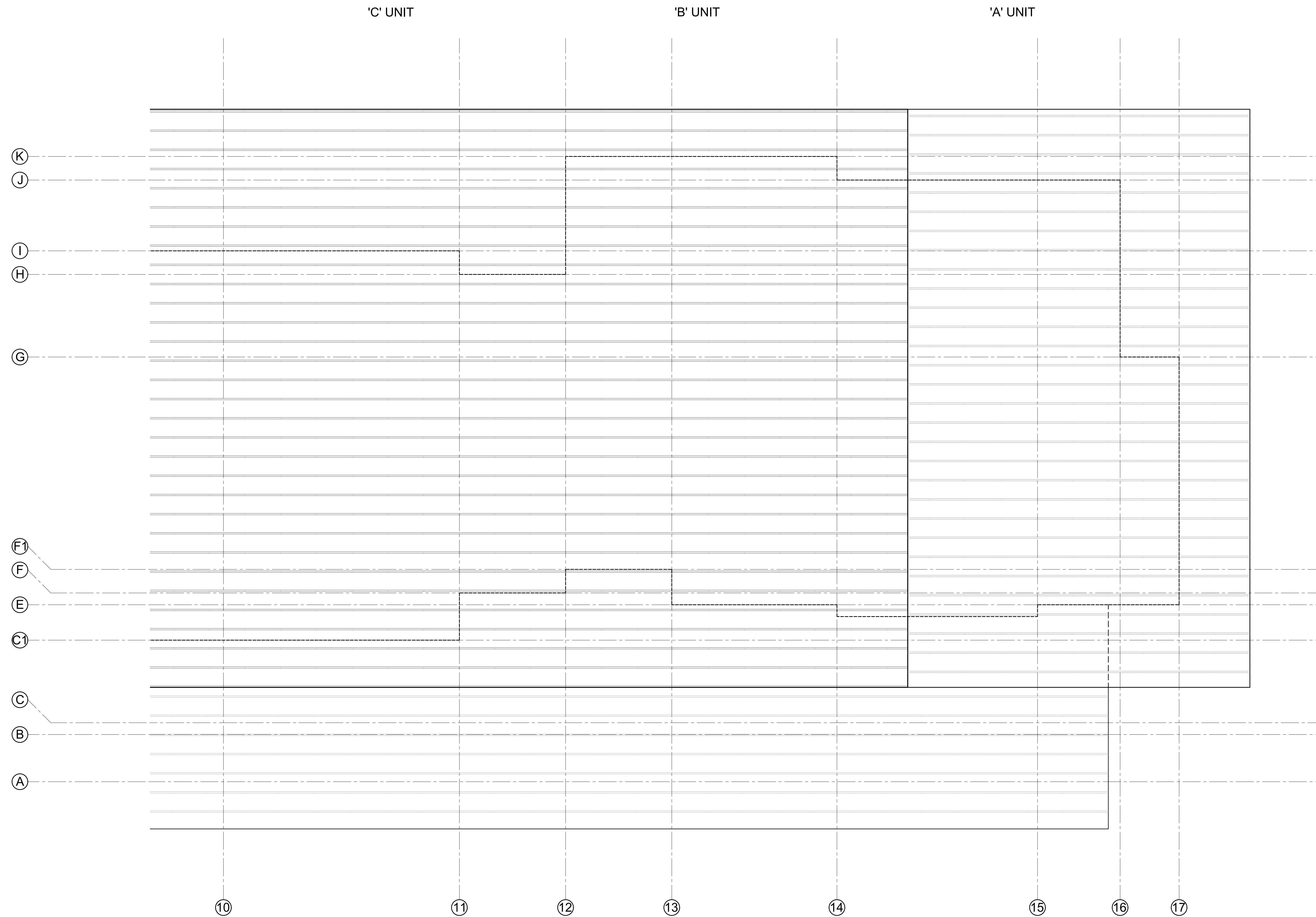


'C' UNIT

HIDDEN HOLLOW  
424 HIDDEN HC

A108





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

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## SCHEMATIC DESIGN

2019  
OWN BY | ZEREN  
CHECKED BY | HOYT  
DISPOSITIONS

OF  
AN

A109

1 Roof Plan East

A109

1/4"=1'-0"

NORTH  
REF



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

## FRONT PERSPECTIVE

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DRAWN BY |  
CHECKED BY |  
REVISIONS





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

## REAR PERSPECTIVE

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DRAWN BY |  
CHECKED BY |  
REVISIONS





1 First Floor Plan  
A101  
1/4"=1'-0"  
NORTH  
REF.

HIDDEN HOLLOW  
424 HIDDEN HOLLOW DRIVE  
TOWNHOUSE 424

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SCHEMATIC DESIGN

12.3.2019  
DRAWN BY | ZEREN  
CHECKED BY | HOYT  
REVISIONS

FIRST  
FLOOR  
PLAN

A101



HIDDEN HOLLOW  
424 HIDDEN HOLLOW DRIVE  
TOWNHOUSE 424

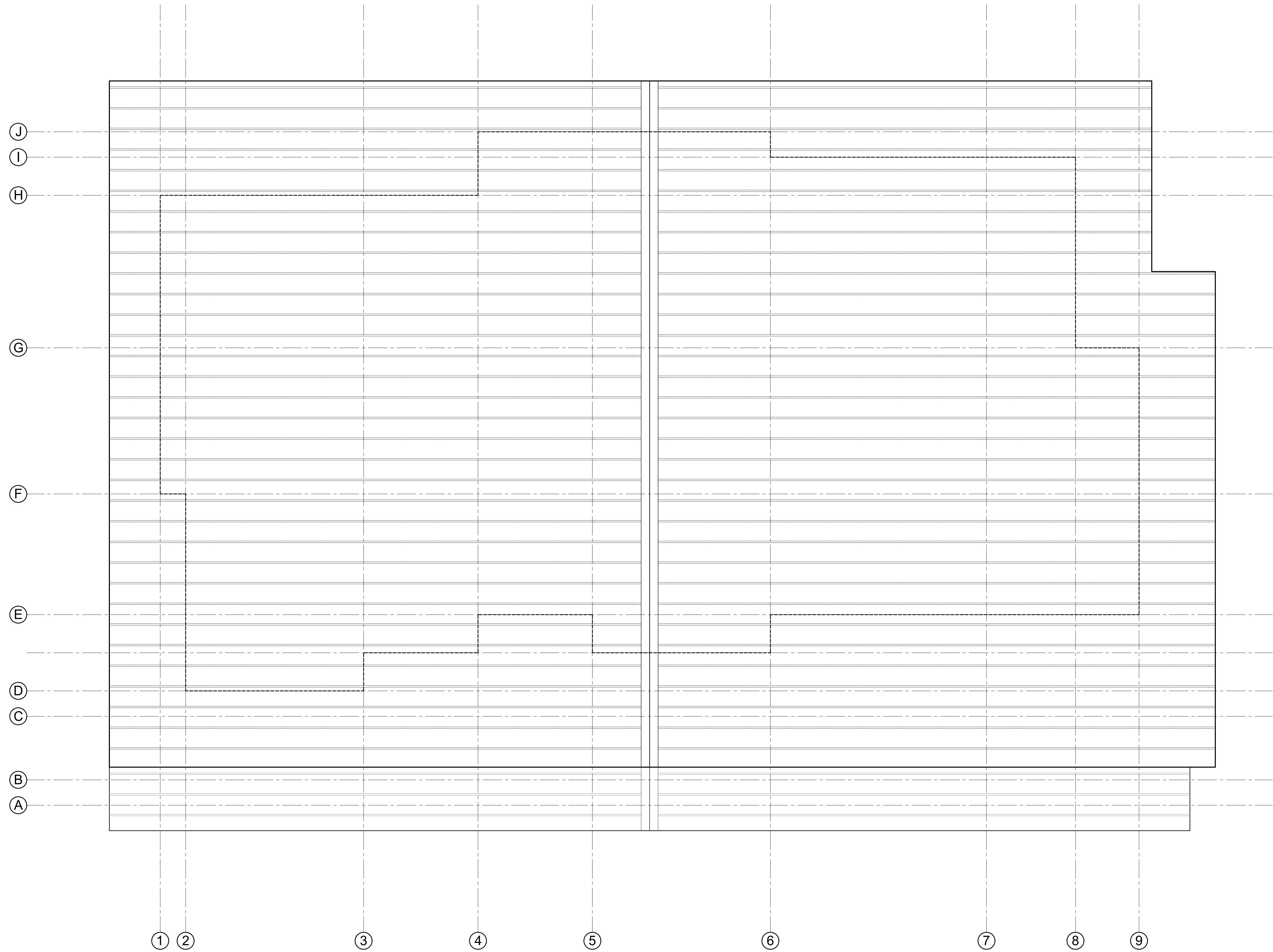
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CHECKED BY | HOYT  
REVISIONS

SECOND  
FLOOR  
PLAN

A102



1 Roof Plan  
A103

1/4"=1'-0"

NORTH  
REF.

HIDDEN HOLLOW  
424 HIDDEN HOLLOW DRIVE  
TOWNHOUSE 424

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CHECKED BY | HOYT  
REVISIONS

ROOF  
PLAN

A103



LEGEND

- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EASEMENT
- TOP OF CURB / DRIVEWAY
- SIDEWALK / PATHWAY
- STEEL EDGER
- SITE WALL

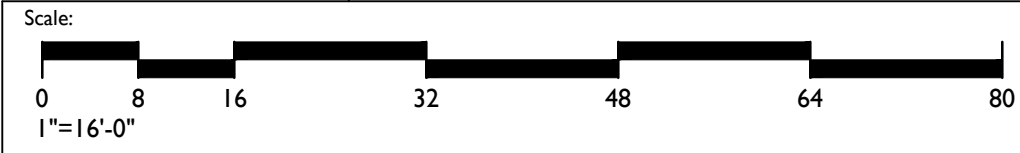


- DRAFT -  
NOT FOR  
CONSTRUCTION

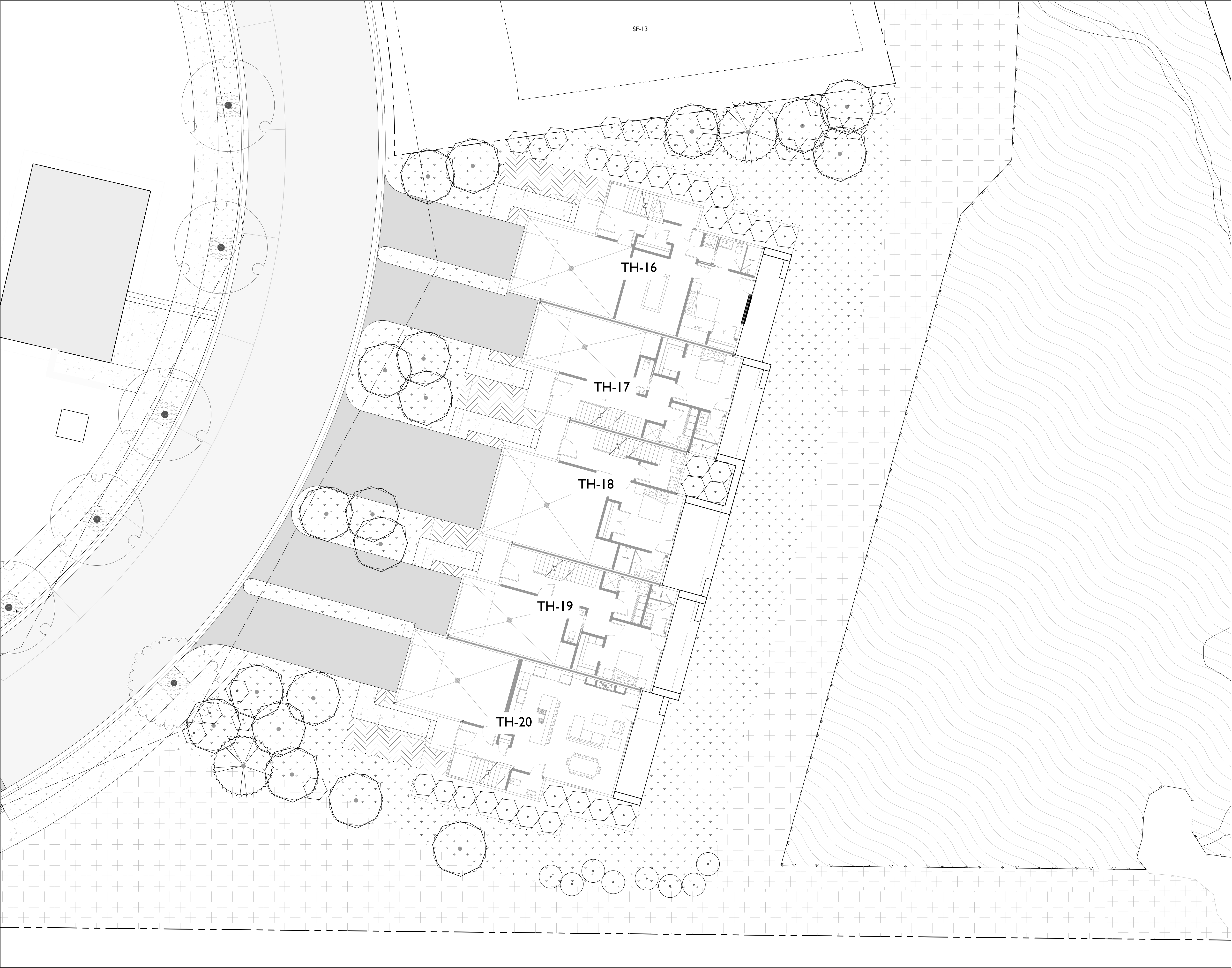
HERSHBERGER DESIGN

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
· 02.11.2020	DRAFT Landscape Plans
·	
·	
·	
·	
Drawing Title:	
TOWNHOUSE UNITS 1-15 PLANTING PLAN	
Drawing Number:	
LI.1	







# HIDDEN HOLLOW

## PHASE 1b FDP

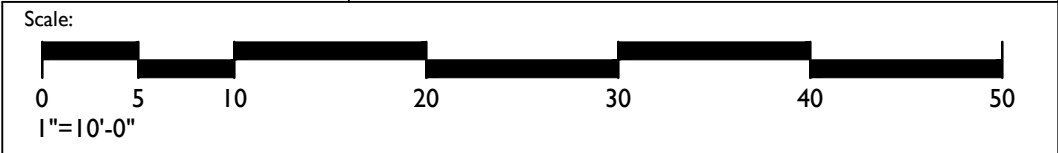
60 ROSENCRANS  
JACKSON, WYOMING

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
·	
·	
·	
Drawing Title:	<b>TOWNHOUSE UNITS 16-20 PLANTING PLAN</b>
Drawing Number:	<b>LI.2</b>



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Building Permit #:B18-0572	Total Permitted/Required (SF)	Prior Expended (Previous Building Permits)	Addition this Building Permit	Total Expended to date (incl. this Building permit)	% of Total Permitted
Revision #:4 (Building 1)					
Date:1/23/19					
Area A = 65,803 sf (1.51 acres)					
LSR (Min)	20,000	0	0	0	0%
Lot Coverage (Max)	25000	0	0	0	0%
Floor Area (Max)	54000	0	0	0	0%
Area B = 66,930 sf (1.54 acres)					
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%
Area C = 116,118 sf (2.67 acres)					
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%
Area D 16,773 sf (3.69 acres)					
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%
Overall PUD = 409,623 (9.40 acres w/out Mercill lot)					
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%