



# 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
- 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: June 23, 2020

Item #: P20-118

Planner: Brendan Conboy

Phone: 733-0440 ext. 1302

Fax: 734-3563

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

**Owner:**

Hansen & Hansen, LLP  
PO Box 50106  
Idaho Falls, ID 83405

**Applicant:**

Jorgensen Associates. P.C. – Brendan  
Schulte  
PO Box 9550  
Jackson, WY 83002

**REQUESTS:**

The applicant is submitting a request for a Conveyance of Mercill Avenue to the Town of Jackson for the property located at LOT 22, HIDDEN HOLLOW 1ST ADDITION (PLAT 01389) 22-41-16-27-3-34-002.

For questions, please call Brian Lenz at 733-0440 x 1410 or email to the address shown below. Thank you.

**Please respond by:**

**July 2, 2020 (with Comments)**

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



April 23, 2020

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

*-Digitally Delivered-*

**RE: Conveyance of Mercill Avenue, Lot 22 Hidden Hollow First Addition, Plat No. 1389, to the Town of Jackson**

Dear Brendan,

Enclosed you will find the materials necessary for Conveyance of Mercill Avenue, Lot 22 Hidden Hollow First Addition, Plat No. 1389, to the Town of Jackson and all of its infrastructure and improvements in accordance with Section 4.B. of the approved Development Agreement dated June 5<sup>th</sup>, 2017 (Doc. 0931258). All on-site (Hidden Hollow Subdivision) and off-site (Rosencrans Street) sewer and water infrastructure will be submitted for acceptance subsequent to this request.

Included with this submittal you will find the following:

- As Built Survey Record Drawings
- Preliminary Punchlist for Mercill Avenue at Hidden Hollow GEC2
- Development Agreements, SIA and Plat
- Letters of Approval
- USFS Special Use Permit
- Permit Application Materials

There is no fee for this application as per direction from your department. Some items on the GEC2 Preliminary Punchlist for Mercill Avenue could not be observed, due to winter/early spring conditions and remain incomplete, but we anticipate that these items will be completed during the application process. These items include:

#### **Civil (Jorgensen)**

*8. Remove and replace asphalt landing at station 5+90 Left with a concrete landing per plans that matches grades of all four adjoining sidewalks/pathways. Max cross slope of landing to be 2%. Make sure to remove irregular patches in the area.*

**12. 10' pathway**

*a. Pathway has a cross slope of >2% from station 1+00—2+50 and 2+90-5+00. Max allowable cross slope on pathway is 2%. Complete necessary repairs (overlay or rebuild) of pathway to meet minimum grading requirements for pathways.*

*13: Pathway is lower than curb and does not meet the grading as indicated in the plans (consistently 0.1-0.2 lower than design). Repair improper elevations with repair for cross slopes.*

### **Signage and Street Markings**

2. *Provide and Install new east facing pole mounted sign (Cache St) per the insert detail on sheet C2.3*
3. *Complete Crosswalk markings on new concrete pavement in Cache Street with thermoplastic markings per sheet C2.3.*
4. *Complete cross walk markings and arrow on Mercill Avenue with thermoplastic markings*
  - a. *Abram Pearce followed up with WYDOT on this item Darin Kaufman (District Traffic Engineer) indicated that these are part of the signalized system and are required to be installed per WYDOT specification and will be maintained by WYDOT in the future. But the cross walk and the directional arrow pavement marking are to be Thermoplastic.*

A surety release is being submitted to you concurrently under separate cover. With respect to the warranty that will be required, we propose to use the "as-built" plans included herein in to develop a "all in" value with current pricing for Lot 22, since our construction values are outdated by 4 years. We are open to feedback on this process since it is fairly unique and are happy to discuss.

Please call me if you have any questions, or if you require any additional information at this time. AutoCAD and ESRI shape files associated with the As Built Record Drawings for Mercill Avenue and infrastructure will be made available upon acceptance of this request.

Sincerely,

JORGENSEN ASSOCIATES, INC.



Brendan Schulte  
Senior Project Manager

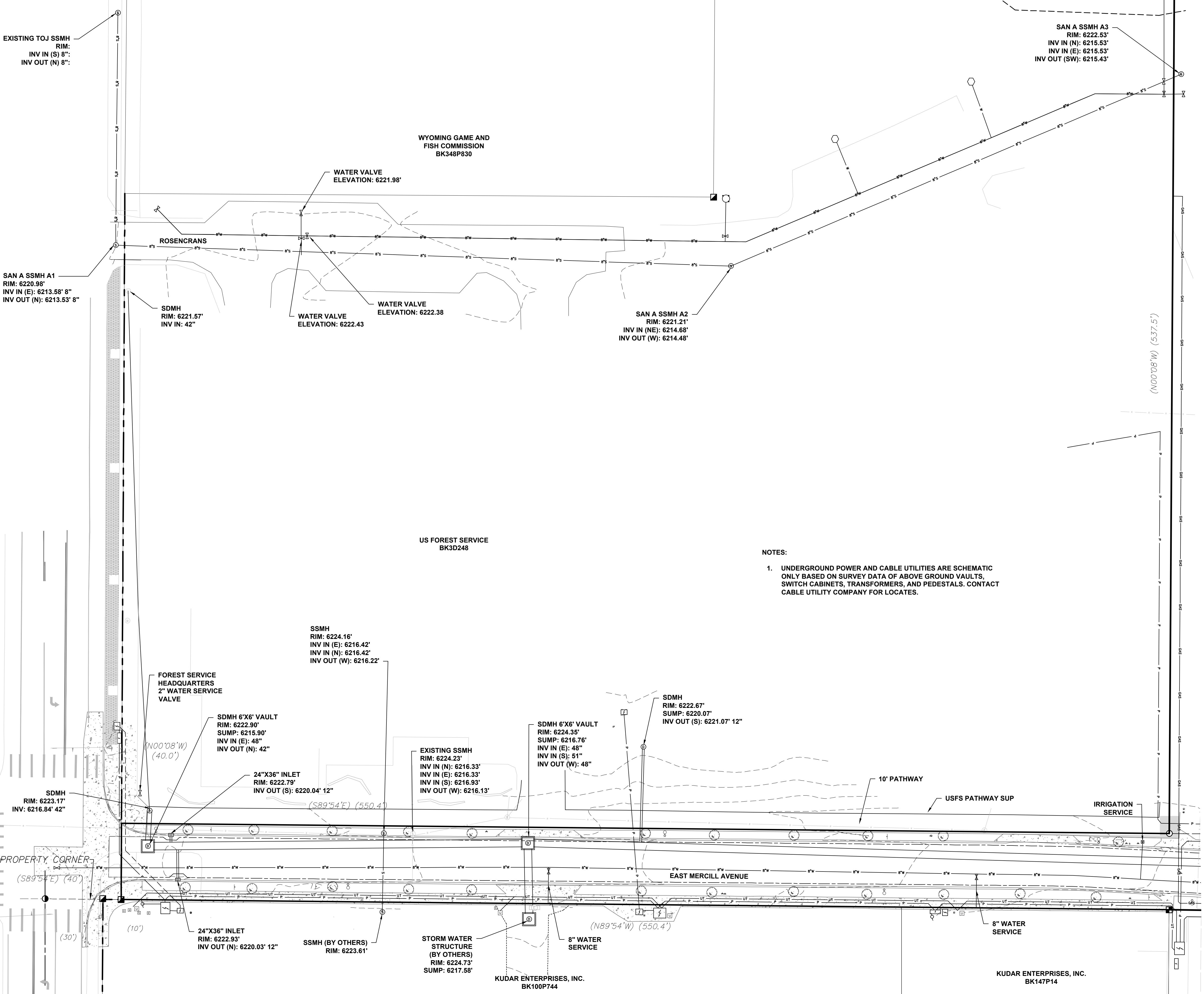
### **Supporting Materials**

- Mercill Avenue Extension Improvements and Infrastructure
- Preliminary Punchlist for Mercill Avenue at Hidden Hollow GEC2
  - Development Agreement
  - Development Agreement 1<sup>st</sup> Amended
  - Subdivision Improvement Agreement
    - Plat No. 1389

# MERCILL AVE. RECORD DRAWING

Plotted by CTI on Feb 26, 2020 - 1:45pm

Ver. 15.1

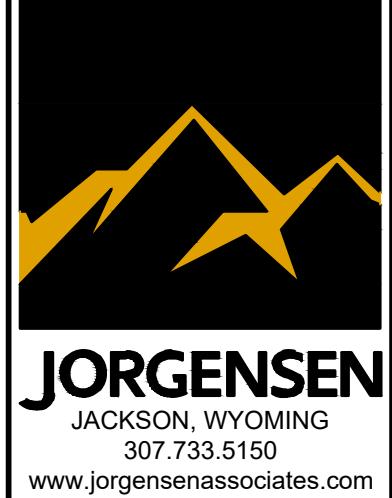


0 50 100 150  
SCALE: 1 INCH = 50 FEET  
THIS SCALE VALID ONLY FOR 22x34 PRINTS

PROJECT TITLE:  
HIDDEN HOLLOW  
HANSEN & HANSEN, LLP  
PHASE 1A CONSTRUCTION DOCUMENTS  
JACKSON, WY

SHEET TITLE:  
MERCILL AVE. RECORD DRAWING

DRAFTED BY:	PY
REVIEWED BY:	JB
PLAN VERSION	DATE
ISSUED FOR CONST	10/13/2017
RECORD DRAWING	2/26/2020
PROJECT NUMBER	16016
SHEET	C2.0





## **HIDDEN HOLLOW; HANSEN AND HANSEN, LLP; MERCILL AVENUE AT HIDDEN HOLLOW, GEC 2; PRELIMINARY PUNCH LIST 9-20-19**

**Introduction:** The following items have been identified for completion of construction, as of the revision date noted above. The list was developed based on a joint visit between Jorgensen Associates, Hershberger Design, Bradley Engineering, Bateman-Hall, and the Town of Jackson Engineer on 8/29/2019. Although this list is considered thorough, it should not be considered inclusive of all items required for final acceptance of the project construction.

### **Landscaping (Hershberger Design)**

1. Street tree species are not per plan as only Patmore Ash trees were installed. The GEC2 drawings include a mix of Elm, Ash and Maple trees along Mercill. Specific locations of each species are shown on the plans.
2. No Root Barrier was installed at the tree locations per details 5 and 6, Sheet L2.0a.
3. The steel edger, per detail 4 Sheet L2.0a, is too small in both thickness and height and no rebar pegs were installed so the edging is loose.  $\frac{1}{4}$ " thick x 6" tall edger with rebar pegs was specified.
4. At the end of the main line on the north side of Mercill, the blow out assembly needs to either be turned so it will spray water into the air OR the blow out assembly needs to be installed in an adjacent small round valve box the way it was done at the termination of the main line on the south side of Mercill.

### **Electrical (Bradley Engineering)**

1. Electrical Street Lighting verified and reviewed on site. No punch list items identified.

### **Civil (Jorgensen)**

1. On Cache Street, remove/replace single panel of Curb and Gutter at Cache Street ~Sta. 1+30 R that appears damaged by freezing during cure.
2. The signal pole on the southeast corner of the intersection needs concrete saw cut and removed to remove the leftover concrete that is a trip hazard in the sidewalk.
3. Complete Grade back on south side of sidewalk along the south side of Mercill Avenue as well as the intersection and seed back. The finish material shall be min. 3" thick topsoil free of rocks. Per the plans Sheet C2.4, "Coordinate embankment/grading w/ Kudar (Grading to be contained within easements as established". Letter from Kudar accepting the condition of the final product of grading/seeding/etc. is required for final acceptance by the Town of Jackson.
4. Concrete sidewalk on the southside of Mercill was checked for cross slope with a 2' smartlevel. Grades ranged from 1.6-2.1%. This was deemed acceptable. No action required.

5. Verify with Town of Jackson requirements of handrail and sidewalk width at handrail locations ~sta. 3+00-4+50.
6. Concrete ADA ramp at Station 5+90 R is 13.8% slope. This is not code compliant. Remove and replace ADA ramp to max slope of 12H:1V with appropriate truncated dome. Ramp will require two-part ramp with a landing between the two. The ramp will wrap around the corner and continue down Mercill to get the proper slope.
7. Concrete ADA ramp at Station 5+90 L is 9.8% slope. Remove and replace ramp to code compliant 12h:1v with appropriate truncated dome. Some panels of adjoining sidewalk will need removed/replaced to match new grade.
8. Remove and replace asphalt landing at state 5+90 Left with a concrete landing per the plans that matches grades of all four adjoining sidewalks/pathways. Max cross slope on landing to be 2%. Make sure to remove irregular patches in the area.
9. Complete installation of Chain and Post Barricade at Sta. 6+50 R per the plans. Chain and Post Barricade to be between existing light pole and new light pole. Minimum graded width of 18' road base surface required. Per the Town of Jackson Engineer, the curb and gutter can be removed on the recreation center side and the emergency access installed. Reroute irrigation heads accordingly. Install Masterlock on chain and barricade with combination 1687.
10. Complete grade back between recreation center parking lot and Mercill. Grading shall be graded and finished with minimum of 4" topsoil. Scott Lyle told ToJ that it would be hydroseeded back. Sign off from Recreation Center required.
11. Remove pea gravel surfacing and replaced with crushed stone/roadbase/topsoil (whichever is appropriate for the location) along sidewalks
12. 10' pathway
  - a. Pathway has cross slope >2% from statin 1+00-2+50 and 2+90-5+00. Max allowable cross slope on pathway is 2%. Complete necessary repairs (overlay or rebuild) of pathway to meet minimum grading requirements for pathways
13. Pathway is lower than curb and does not meet the grading as indicated in the plans (consistently 0.1-0.2 lower than design). Repair improper elevations with repair for cross slopes.
14. Remove and Replace Water Meter Pit Lid with appropriate lid with no hole or plug hole with appropriate equipment for the pit lid.
15. Grout new curb lines damaged by snow plows.
16. Complete Anchoring of cover over BackFlow Prevention Device
17. Install bollards on each side of Backflow Prevention Device
18. Complete proper testing of RPP and prepare necessary results to the Town of Jackson
19. There is an existing manhole lid located at approx. sta. 2+25 L north of the pathway way that is covered by landscaping. Uncover the lid, provide grade rings as necessary to get it to the appropriate grade.
20. The paved street was assessed with a 10' aluminum straight edge per the requirements of 02512 WPWSS. Section 3.04 reads.

*"The surface will be tested by Engineer using a 10-foot straightedge at selected locations. The variation of the surface from the testing edge of the straightedge between any two contacts with the surface shall at no point exceed three-sixteenths inch. All humps or depressions exceeding the specified tolerance shall be corrected by removing defective work and replacing it with new material, or as directed."*

Cross slopes on the pavement ranged from 1.5-3.1% with deflection ranging from 0"-1/2". The existing asphalt in many places does not meet the minimum specifications for acceptance. The asphalt and base courses did meet the density requirement when installed. Review paved roadway with Jorgensen, and TOJ for acceptance or necessary repairs.

21. Remove and replace existing storm water manhole lids labeled "water" with lids containing correct label "Storm Water"
22. Verify all water valves raised and operational
23. Lower installed access box with conduit in it at the electrical area on the southwest corner of the Mercill/Cache Intersection.

#### Signage and Street Markings (Jorgensen)

1. Provide and Install 36"x36" R3-2 on both poles as required on chest C2.3. Also provide/ install 24"x24" R3-2 sign at station 0+80.1 14.5LT.
2. Provide and Install new east facing pole mounted sign (Cache St) per the insert detail on sheet C2.3
3. Contractor to Coordinate with WYDOT to adjust existing signal heads for proper direction to driver eye on all three signal heads impacting new Mercill Approach. See sheet E4.0
4. Complete Crosswalk markings on new concrete pavement in Cache Street with thermoplastic markings per sheet C2.3.
5. Complete cross walk markings and arrow on Mercill Avenue with thermoplastic markings
  - a. Abram Pearce followed up with WYDOT on this item Darin Kaufman (District Traffic Engineer) indicated that these are part of the signalized system and are require to be installed per WYDOT specification and will be maintained by WYDOT in the future. Bot the cross walk and the directional arrow pavement marking are to be Thermoplastic.
6. Rotate and relocate "No Parking" sign at 0+76.8 14.5 R. Relocate Street Sign R2.1 at station 1+01.8, 14.5 R to in front of tree.
7. Remove and Replace W11-2 signs at the crosswalk at station 5+72 and 6+09 to with proper town standard High Vis. Signage (30") with the proper 24X12 arrows (Oblique) mounted on the pole below the sign. Relocate signs closer to crosswalk in visible areas. Locations for relocation indicated during site walk through.
8. Town to Supply "No Parking this Street" signs for the no parking signs. Remove and replace with the signage supplied by the Town of Jackson
9. Speed limit sign Sta. 4+69, 14.5 LT, relocate to east to in front of tree
10. Remove and replace all sign posts in Mercill ROW with Town of Jackson standard sign posts as indicated in detail 6/C6.2. Post-2" square perforated steel post powdercoated brown. Attachment with bolt and nut.

Electrical (near recreation center)

1. Regrade near drainage basin and ensure proper drainage. Rake all rocks out of topsoil and reseed.

Other Required Items for ToJ

1. Letter of Approval/Sign Off Kudar Property
2. Letter of Approval/Sign Off U.S. Forest Service
3. As-built survey/monumentation (Jorgensen)
4. Certified As-builts

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (the “Agreement”) dated this 5 day of June, 2017, by and between HANSEN & HANSEN, LLP, an Idaho limited liability partnership, hereinafter referred to as “Developer,” and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the “Town,” provides as follows:

**WHEREAS**, on December 1, 2016, the Town approved Sketch Plan P16-079, including the amendments thereto dated October 11, 2016 and November 30, 2016 (the “Sketch Plan”), for the Hidden Hollow Planned Unit Development (the “HHPUD”); and,

**WHEREAS**, on February 6, 2017, the Town Council approved on Third Reading the required Ordinance 1167 and Ordinance 1168 for the associated HHPUD, which ordinances became effective on February 8, 2017; and,

**WHEREAS**, as a condition to such Sketch Plan approval, prior to the issuance of any Development Plan for the HHPUD, the Developer is required to enter into an agreement with the Town that identifies at a minimum: the future ownership (public or private) of all on and off site infrastructure; the party or parties responsible for completing certain infrastructure improvements (Town or Developer); the timeline for the commencement and completion of required improvements; the party or parties responsible for paying for certain infrastructure improvements (Town, Developer, or cost share) and associated bonding for all required improvements; the party or parties responsible for future maintenance, repair and replacement of certain infrastructure; the criteria and process for acceptance of any public infrastructure by the Town; and specific clarification regarding the designation, conveyance and/or dedication of applicable easements and/or right-of-ways required by the approvals described herein; and

**WHEREAS**, the Town of Jackson and Developer therefore desire to enter into this Agreement to memorialize their agreement regarding the construction of all on-site and off-site infrastructure required for the HHPUD.

**NOW, THEREFORE, IT IS HEREBY AGREED** that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by each of the said parties to the other, Developer on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

### 1. DEVELOPER TO COMPLY

Developer shall comply with all improvement requirements contained in Section 7.2.2 of the Town of Jackson Land Development Regulations, the Sketch Plan, the HHPUD and subdivision improvement plans and specifications retained on file in the offices of the Town Engineer and the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision.

GRANTOR: HANSEN & HANSEN LLP ET AL  
 GRANTEE: HANSEN & HANSEN LLP ET AL  
 Doc 0931258 Filed At 14:58 ON 07/06/17  
 Sherry L. Daigle Teton County Clerk fees: 81.00  
 By Mary D Antrobus Deputy

## 2. DEVELOPMENT PLAN REQUIREMENTS INCORPORATED

The requirements of the Town Council as set forth in the Sketch Plan, the HHPUD and in the subsequent approvals of any required Final Development Plan, Conditional Use Permit, Grading and Erosion Control Permit, and/or Final Plat are hereby incorporated herein by reference as though fully set forth herein. Development and use of all land within the subdivision is limited to that conveyed by the Town of Jackson Land Development Regulations of the Town of Jackson, as they may be amended from time to time.

## 3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS INCORPORATED

The subdivision infrastructure improvement plans and specifications filed by Developer or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer, and any revision of said improvement plans and specifications approved by said Town Engineer, are hereby incorporated herein by reference as though fully set forth herein. All public improvement work required by Developer under this Agreement shall be in accordance with said improvement plans and specifications. A copy of said plans and specifications including revisions shall be kept on-site by the Developer or their contractor.

## 4. INFRASTRUCTURE

The infrastructure described below shall be constructed in compliance with current Town of Jackson Construction Standards, the Wyoming Department of Environmental Quality (DEQ) Rules and Regulations, Wyoming Public Works Standards and Specifications, and the approved plans and specifications, all as of the date of this Agreement (collectively, the "Hidden Hollow Construction Standards"). If construction of certain improvements is not completed according to the schedule set forth in this Agreement, the Hidden Hollow Construction Standards may be revised at the discretion of the Town Engineer but only with respect to the outstanding improvements and not to completed improvements.

### A. OFF-SITE INFRASTRUCTURE

- i. *Water and Sewer.* Developer shall install or cause to be installed a water and sewer main within Rosencrans Street and across the property adjacent to the HHPUD that is owned by the United States Forest Service ("USFS") at 340 North Cache, PIDN 22-41-16-27-3-00-020, as specifically described on **Exhibit "A"** attached hereto and by this reference incorporated herein (the "New Water and Sewer Main Infrastructure"). The New Water and Sewer Main Infrastructure generally includes water main and fittings, water service connections, hydrants, surface restoration, sewer mains, manholes, etc.
  - a. The New Water and Sewer Main Infrastructure shall be constructed in accordance with the schedule in Section 8 of this Agreement, at Developer's sole cost and expense.
  - b. The Town shall:

1. Pay any ongoing fees charged for the use permit granted by the USFS for the New Water and Sewer Main Infrastructure; and,
2. Make all future applications for new permits and pay the associated fees; and,
3. Apply for any WYDOT licenses or encroachment permits prepared by the developer for submission by the Town for the issuance of a M-21 and or M-54 license or permit.

c. Prior to commencement of the installation of the New Water and Sewer Main Infrastructure, the Developer shall:

1. Complete or cause to be completed a survey of the proposed New Water and Sewer Main Infrastructure area; and,
2. Design or cause to be designed the New Water and Sewer Main Infrastructure; and,
3. Assist the Town in its efforts to obtain a special use permit from the USFS for the installation and operation of the New Water and Sewer Main Infrastructure on USFS lands by preparing and delivering to the Town required plans, exhibits, surveys, record plans and legal descriptions for such application; and,
4. If work extends into the Wyoming Department of Transportation (WYDOT) Right-of-Way, the Developer shall prepare any WYDOT licenses or encroachment permits for submission by the Town for the issuance of a M-21 and or M-54 license or permit; and,
5. Pay any fees associated with any required applications.

d. After the commencement and completion of the installation of the New Water and Sewer Main Infrastructure by the Developer in accordance with the Hidden Hollow Construction Standards and the schedule in Section 8 of this Agreement, the Developer may request the acceptance of the New Water and Sewer Main Infrastructure in accordance with the procedures set forth in Section 12 of this Agreement.

e. Following acceptance of the New Water and Sewer Main Infrastructure, the Town will be responsible for the operation, repair and maintenance of the New Water and Sewer Main Infrastructure, in accordance with Section 12.D below.

**B. MERCILL AVENUE EXTENSION INFRASTRUCTURE**

- i. Developer shall install or cause to be installed all infrastructure related to the Mercill Avenue Extension as specifically described on **Exhibit “A”** attached hereto and by this reference incorporated herein (the “Mercill

Infrastructure"). The Mercill Infrastructure generally includes water, sanitary sewer, storm sewer, curb and gutter, paved roadway, concrete sidewalks, paved pathway, lights, irrigation, landscaping, etc.

- a. The Mercill Infrastructure shall be installed in accordance with the schedule in Section 8 of this Agreement, at the Developer's sole cost and expense.
- b. The Town shall:
  1. Pay any ongoing fees charged for the USFS permit; and,
  2. Make all future applications for new permits and pay the associated fees.
- c. Prior to commencement of the installation of the Mercill Infrastructure, the Developer shall:
  1. Complete or cause to be completed a survey of the existing conditions on the USFS property to the north of the Mercill Infrastructure area; and,
  2. Complete or cause to be completed a survey of the existing conditions for the King Street emergency connection area; and,
  3. Design or cause to be designed the Mercill Infrastructure including the King Street Emergency connection area; and,
  4. Obtain a Wyoming Department of Environmental Quality Permit to Construct all water and sewer facilities; and,
  5. If required, prepare any WYDOT licenses, accesses permits, or encroachment permits; and,
  6. Secure construction easements from the USFS for the construction of proposed improvements and reclamation of disturbed areas; and,
  7. If required, pay any fees associated with any required applications, filings, or easements; and,
  8. Prepare or cause to be prepared plans for the relocation of any utilities to be relocated; and,
  9. Provide letters of approval and estimated costs from all utility service providers owning said relocated utilities.
- d. After the completion of the installation of the Mercill Infrastructure by the Developer in accordance with the Hidden Hollow Construction Standards and the schedule incorporated in Section 8 of this Agreement, the Developer may request acceptance of the infrastructure in accordance with the procedures set forth in Section 12 of this Agreement.

- e. Following acceptance of the Mercill Infrastructure, the Town will be responsible for the operation, repair and maintenance of the Mercill Infrastructure, in accordance with Section 12.D below. The Town shall also be solely responsible for the operation, repair, and maintenance of the King Street emergency connection and access.

### **C. ON-SITE INFRASTRUCTURE**

- i. *Water and Sewer.* Developer shall install all of the on-site water and sewer utilities to the connection points with the New Water and Sewer Main Infrastructure and the Mercill Infrastructure as specifically described on **Exhibit “A”** attached hereto and by this reference incorporated herein (the “On-site Water and Sewer Infrastructure”).
  - a. The On-site Water and Sewer Infrastructure shall be constructed in accordance with the schedule in Section 8 of this Agreement, at the Developer’s sole cost and expense.
  - b. Upon the completion of the installation of the On-site Water and Sewer Infrastructure by the Developer in accordance with the Hidden Hollow Construction Standards and the schedule incorporated in Section 8 of this Agreement, the Developer may request acceptance of the infrastructure in accordance with the procedures set forth in Section 12 of this Agreement
  - c. *Operation, Repair and Maintenance of On-site Water and Sewer Infrastructure.*
    - 1. Following acceptance, the Town shall be responsible for the operation, repair and maintenance of On-site Water and Sewer Infrastructure, in accordance with Section 12.D below.
    - 2. The Developer will grant the Town a dewatering easement to allow for the future operation, maintenance, and repair of the On-site Water and Sewer Infrastructure.
    - 3. Restoration of any surface improvements, including, but not limited to, pavement, curb and gutter, sidewalks, landscaping, irrigation, striping, among other things following the repair or maintenance of the On-site Water and Sewer Infrastructure by the Town shall be at the, sole cost and expense of the Developer or the HHidden Hollow Homeowners Association, as applicable.
    - 4. The Developer will grant the Town a dewatering easement to allow for the future operation, maintenance, and repair of the On-site Water and Sewer Infrastructure.
- ii. *On-site Roadway, Pathway, Storm Drainage, Geothermal Infrastructure.* The on-site roadway, pathway, storm drainage, and geothermal infrastructure as specifically described on **Exhibit “A”** attached hereto and

by this reference incorporated herein (the “On-site Infrastructure”). The On-site Infrastructure generally includes curb and gutter, roadway, concrete sidewalks, paved pathway, lights, irrigation, landscaping, among other things.

- a. The On-site Infrastructure shall be constructed in accordance with the schedule in Section 8, at Developer’s sole cost and expense.
- b. The On-site Infrastructure shall be owned by the Developer until such time as Developer transfers the On-site Infrastructure to the Hidden Hollow Homeowners Association at the termination of Declarant control, or earlier at the discretion of the Developer.
- c. *Operation, Repair and Maintenance of On-Site Infrastructure.*
  1. Developer or the Hidden Hollow Homeowners Association, as applicable, shall be responsible for the operation, repair and maintenance of all On-site Infrastructure, other than the ten feet (10') wide paved pathway on the west side of the HHPUD. If any of such On-site Infrastructure interferes or conflicts with any Town-owned Infrastructure to an extent to render it inoperable, the parties will cooperate to resolve such interference or conflict.
  2. The Town will be responsible for the operation, repair and maintenance of the ten feet (10') wide paved pathway on the west side of the HHPUD, at its sole cost and expense.
  3. The Developer will grant the public a recreational easement for the ten feet (10') wide paved pathway.

#### **D. WETLANDS MITIGATION**

- i. The Developer will complete all (0.74 acres) Wetland mitigation in accordance with that mitigation plan submitted to the Army Corps of Engineers on January 30, 2017 and approved on June 15, 2017.
- ii. The Developer will construct a temporary irrigation system to support wetland establishment. After establishment, estimated not to exceed three years, the Developer may discontinue use of the irrigation system.
- iii. The Developer will provide a landscape bond to the Town of Jackson prior to construction that is equal 125% of the construction costs to install the wetland. An estimate of such is attached as **Exhibit “B”**, to be approved by the Town Planning Director.
- iv. Wetland Protection
  - a. The Developer will construct fencing around the perimeter of the wetland mitigation area to prevent interference from human traffic and protection from wildlife grazing and browsing while the wetland mitigation becomes established.

- b. After establishment is complete the Developer will install fencing and/or signage that will protect and/or notify Hidden Hollow residents and visitors of the importance of the area and its protection.
- c. The Developer will provide language within the Covenants Conditions and Restrictions for HHPUD that provides for protection of the wetland mitigation area.

#### 5. UNDERGROUND ELECTRICAL POWER, TELEPHONE, TELEGRAPH, CABLE TELEVISION, AND GAS FACILITIES

All electrical power, telephone and telegraph communication, cable television, and gas facilities within the subdivision shall be installed underground to the off-site utility connection points and in accordance with the Hidden Hollow Construction Standards, except that above-ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Developer understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. Developer affirms that the public utility companies, including the cable television company franchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by Developer through its officers, agents, or employees and that Developer is informed as to the approximate cost to Developer of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans. There will be no public funding or maintenance of said facilities within the HHPUD; however, as further described in Section 7 below, public funding may be available for burying overhead power lines that run along Mercill Avenue.

#### 6. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND FINANCIAL ASSURANCE

The complete list of improvements and the total cost of improvements required by this Agreement as estimated by a professional engineer licensed in the State of Wyoming (Jorgensen Engineering PC) on behalf of the Developer or as bid by a contractor, and as approved by the Town Engineer, is attached hereto as **Exhibit "B"** and by this reference made a part hereof. Developer shall deposit with the Town, contemporaneously upon mutual execution of this Agreement, an irrevocable letter of credit, or performance and payment bond, or funds in escrow, or other equivalent financial assurance or commitment approved by the Town Council. Such financial assurance shall be in the amount of 125% of the estimate approved by the Town Engineer and Planning Director (the "Financial Assurance") and such financial assurance amount shall be released as portions of work are completed and reasonably approved for release by the Town Engineer per Section 11 below and as provided in Section 8.2.11 of the Town of Jackson Land Development Regulations of the Town.

#### 7. REIMBURSEMENT FOR OVERSIZED AND OFF-SITE IMPROVEMENTS.

Pursuant to Section 7.2.2.A.5 of the Town of Jackson Land Development Regulations of the Town, the Town may require installation and construction of utilities, pavement and other land improvements in excess of the HHPUD's design needs, to assure adequate service to future development areas. Further, if streets or utilities are not available or adequate for services at the boundary of the HHPUD, the Developer may be required to obtain necessary easements and rights-of-way and construct and pay for any extension necessary to connect the HHPUD thereto. The Developer shall be required to pay for only that part of the construction costs for such infrastructure and improvements that are necessitated by and are serving the HHPUD, and shall be reimbursed by the Town for all remaining costs.

The Town agrees to reimburse Developer for infrastructure over-sizing generally described as follows:

- A. The Developer agrees to contribute up to \$175,000 of the total cost to bury the overhead power lines that run along Mercill Avenue from the alley east of Millward, through Cache Street, and into the HHPUD to a location behind the Teton County Recreational Center during the construction and installation of the Mercill Infrastructure, provided that:
  - (i) The Town Council approves the Town's contribution of the difference between the total cost and \$175,000; and,
  - (ii) If adjacent developments connect to the underground power facilities prior to the expiration of the fifteenth (15<sup>th</sup>) year after the Effective Date, the Town shall assess a reimbursement fee as part of the development; and,
  - (iii) The Town and the Developer will be proportionally reimbursed from such fee based upon their respective contributions to the total cost to bury the overhead power lines.

The reimbursements shall be effected only after such time as the Town accepts the subdivision improvements in accordance with Section 8, a written request for reimbursement is submitted to the Town Engineer by the Developer, and the Town Council, acting on the advice and recommendation of the Town Engineer, authorizes the reimbursement.

#### **8. TIME FOR COMPLETION:**

Developer agrees to complete the installation of all surface and underground infrastructure required herein as is described in specific detail in the HHPUD, unless said time upon written request of Developer made to the Town Engineer or Town Planning Director is extended in writing by either the Town Engineer or Town Planning Director, which extension shall not be unreasonably withheld. The construction schedule and schedule for acceptance of infrastructure is as follows:

Item	Description	Completion Date
	USFS Special Use Permits	
	New Water and Sewer Main Infrastructure Complete	
	New Water and Sewer Main Infrastructure Acceptance by USFS	
	New Water and Sewer Main Infrastructure Acceptance by Town	
	Mercill Infrastructure Complete	
	Mercill Infrastructure Acceptance by Town	
	On-site Water and Sewer Infrastructure Complete	
	On-site Water and Sewer Infrastructure Acceptance by Town	
	On-Site Infrastructure (Private) Complete, prior to CO for Phase 1B Construction	
	Phase One Plat including Mercill Ave Lot and Pathway Easement	
	Transfer of Mercill Ave Lot to Town	

No construction of required public or private improvements shall commence until after approval of a Final Development Plan, approval of all design and construction plans and specifications by appropriate agencies, and a preconstruction meeting with the Town.

Prior to construction, the Developer or their engineer shall schedule a preconstruction meeting with Town Engineering at a mutually agreeable time and location with all parties concerned, including the Town staff, to review the program for the construction work.

#### **9. DEVELOPMENT COORDINATION:**

Unless specifically provided in this Agreement to the contrary, the contact person representing the Town shall be the Town Engineer.

The contact person representing the Developer shall be Zane Powell, the Owner's Representative (cell: 208-419-5886) who shall have general responsibility for coordinating development of the improvements required herein.

Developer, their contractor, or subcontractors, shall notify the Town Engineer when improvements shall be installed, when testing is to occur, for interpretation of the approved plans and specifications, when discrepancies are observed, and at any other time deemed necessary.

Developer, their contractors and subcontractors, shall conduct their work in accordance with the Hidden Hollow Construction Standards, applicable permits, and as directed by Town personnel in compliance with such standards and permits.

#### **10. PERFORMANCE TESTING AND INSPECTION:**

Developer shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. Developer shall be required to complete all construction work and necessary performance tests on installed infrastructure prior to acceptance by the Town.

Developer shall be required to obtain a Town approved State of Wyoming licensed engineer to perform and/or monitor all construction and testing required per the Hidden Hollow Construction Standards. Testing shall include but is not limited to pressure testing, disinfection, water quality testing, leak testing, video inspection, moisture & density compaction testing, concrete testing, amongst other things.

The Developer's engineer shall be responsible for the preparation of daily inspection reports and test results and such information shall be submitted to the Town Engineer weekly.

Developer shall notify the Town Engineer at least two (2) business days prior to the commencement of any performance test, placement of pavement, or placement of concrete such that a representative of the Town can be present at the test or placement. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction.

#### **11. RELEASE OF FINANCIAL ASSURANCE:**

As improvements are completed, the Developer may submit a written request to the Town Engineer for a full or partial release of the Financial Assurance. Upon inspection and approval of the infrastructure applicable to the requested full or partial release of the Financial Assurance, the Town Engineer may authorize the Town Finance Director to release a portion or all of the assurance, provide that the amount retained for financial assurance shall not be less than 125% of the remaining cost to complete the improvements as such cost was set forth at the time such assurance was secured. The Planning Director and/or Town Engineer may require that a professional engineer, landscape architect, or other professional licensed or certified to practice in the State of Wyoming certify completion of the improvements applicable to the requested full or partial release of the Financial Assurance.

If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with the Hidden Hollow Construction Standards, the Sketch Plan, and/or further construction may damage completed infrastructure, the Town Engineer shall furnish the Developer a list of specific deficiencies of constructed or partially constructed improvements and shall be entitled to withhold a portion of the requested full or partial release of the Financial Assurance reasonably determined to be sufficient to ensure correction of any deficiencies.

Alternatively, if improvements are not completed prior to the deadlines set forth in the schedule in Section 8 and/or there are continued deficiencies at the expiration of such

deadlines in constructed or partially constructed work, the Town Engineer may draw and expend from the Financial Assurance such funds as may be necessary to construct the improvements and/or correct deficiencies in accordance with the Developer's obligations per Section 1 of this Agreement and the Developer hereby grants the Town access to the property for the construction and completion of such work as required to fulfill the Developer's obligations.

Release of the Financial Assurance does not constitute acceptance of the improvement; or certification of compliance with the standards of the Town of Jackson Land Development Regulations, any applicable code, or other requirement; nor is it a release of the responsibility of the Developer.

## **12. ACCEPTANCE BY THE TOWN:**

The Town agrees to accept the improvements only upon acceptable completion of the public and private infrastructure improvements as set forth in Section 4, in accordance with the schedule in Section 8, the satisfactory testing and inspection of said improvements as set forth in Section 10, and the acceptance criteria set forth in this Section 12 of this Agreement.

Prior to acceptance, the Town shall not have any responsibility with respect to any street, utility, or other improvement, nor shall the Town exercise any control over the improvements until accepted, notwithstanding the use of the same by the public or in the case of an emergency, unless the street or other improvement has been formally accepted by the Town.

Criteria for acceptance by the Town:

- A. *Request for acceptance.* Upon completion of the improvements in accordance with the Hidden Hollow Construction Standards, the Sketch Plan, and the schedule in Section 8 of this Agreement, the Developer may request, in writing, acceptance by the Town. The request for acceptance shall include all outstanding submittals required by this Agreement and the development plan for review.
- B. *Final inspection.* Upon receipt of a written request for acceptance from the Developer, the Town Engineer, and other appropriate government agencies, within thirty (30) days will conduct a final inspection of the public and private improvements. The Town Engineer will furnish a written list of any deficiencies noted. The Town Engineer will base the inspection on compliance with the approved Hidden Hollow Construction Standards, the Sketch Plan, as required by the Town of Jackson Land Development Regulations and the Jackson Municipal Code.
- C. *Acceptance and Conveyance.* Upon satisfactory completion of all construction and correction of any deficiencies noted in the Final Inspection; and in accordance with the Hidden Hollow Construction Standards, the Sketch Plan, the schedule in Section 8 of this Agreement, and all other standards and procedures set forth in this Agreement have been met; as certified by a Town approved registered engineer in the State of Wyoming; and approval by the Town Engineer, and other appropriate government agencies; the Developer shall thereafter:

- i. Convey to the Town (and the Town shall accept) the improvements, infrastructure, and associated land via a Bill of Sale prepared by the Town Attorney; and,
- ii. Grant utility easements to the Town in the locations of the said improvements and infrastructure as described on **Exhibit “A”** of this Agreement.

Acceptance will be final and the infrastructure will be conveyed to the Town upon the recordation of the Bill of Sale and Easements in the Teton County Clerk's office by the Town.

- D. *Responsibility to maintain.* Upon acceptance by the Town, all responsibility for the improvements shall be assumed by the Town, at its sole cost and expense, except that the Developer shall be subject to a two (2) year warranty on the construction of the improvements from the time of acceptance by the Town in accordance with Section 13 of this Agreement.
- E. *Submittals.* Prior to the acceptance of any improvements, the following must be submitted to the Town Engineer for approval:
  - i. Legally recorded documents of all easements, or easements to be recorded at acceptance; and,
  - ii. A certification that there are no outstanding judgements, liens, or encumbrances on the improvements and infrastructure including all appurtenances, and land upon which the public improvements are located, provided that if there is a construction mortgage on the improvements and infrastructure then the Developer will obtain the mortgagees consent to such transfer and/or subordination agreements with respect to any utility easements related thereto; and,
  - iii. Field verified by survey record drawings and specifications in accordance with the following:
    - a. Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS Shape files, and in any other format deemed suitable by the Town Engineer; and,
    - b. Record drawings shall show all improvements constructed including but not limited to, easements, water valves, fire hydrants, water service locations, storage tanks, pump stations, PRV vaults, sewer service locations, manholes, manhole rim and invert elevations, lift stations, streets, drainage, sidewalks, and any other relevant facilities; and,
    - c. The surveyor, date of survey, coordinate system and datum used for the project shall be noted on the plans. Two permanent benchmarks with coordinates, elevations, and ties to a nearby public lands survey monument; and,

- d. Each sheet of the plans shall be noted as a RECORD DRAWING; and,
- e. Certification. The following certification by the project engineer shall appear on the face of the record drawings; and,  
*RECORD PLANS CERTIFICATE:*

*These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Wyoming Department of Transportation, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted. (Engineer's Signature) (Engineer's Name, Printed) (Date) (Wyoming P.E. No) or signed and dated stamp.*

- iv. Operation, maintenance, and parts manuals; motor plate information, serial numbers, etc. for all electrical and mechanical equipment included in the improvements. Submitted in the quantity and format deemed suitable by the Town Engineer; and,
- v. Submittal of all inspection and testing reports as set forth the Construction Standards and Section 10 of this Agreement; and,
- vi. A digital copy of the sewer main video inspections and reports (if applicable); and,
- vii. A warranty bond as specified in Section 13 of this Agreement; and,
- viii. Certified statement of the cost of the improvements; and
- ix. Copy of the DEQ permit to Construct and Certificate of Completion.

#### **13. WARRANTY:**

All work and improvements required pursuant to this Agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of two (2) years from the date of acceptance, which shall be for the benefit of the Town and this obligation shall survive any release of financial assurance by the Town. The guarantee and warranty shall be in a form and amount acceptable to the Town Engineer. The Developer shall post maintenance bonds, appropriate letters of credits, or other approved financial assurance to secure the warranties equal to 20% of the total estimated cost of construction.

#### **14. INSURANCE:**

Developer agrees to carry a comprehensive general liability policy with minimum limits of \$500,000 for each occurrence and \$1,000,000 annual aggregate for bodily injury and \$500,000 for each occurrence and \$1,000,000 annual aggregate for property damage or a

combined single limit policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations, and personal injury. Developer also agrees to name the Town as an additional named insured as respects the contract, and a certificate of insurance covering these items shall be filed with the Town Engineer within five (5) business days of the Effective Date of this Agreement.

#### **15. NOTICES**

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town:           Town of Jackson  
                 Attention: Town Engineer  
                 P.O. Box 1687  
                 Jackson, WY 83001

Developer:     Hansen & Hansen, LLP  
                 Attn: Zane Powell  
                 2251 North Holmes Ave.  
                 Idaho Falls, ID 83401

Either party, upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

#### **16. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS**

This Agreement shall run with the land included within the subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

#### **17. TITLE AND AUTHORITY**

Developer warrants to the Town that it is the record owner of the property upon which the development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants having full power and authority to enter into this Agreement.

#### **18. SEVERABILITY**

This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, State or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

## **19. NO THIRD-PARTY BENEFICIARY**

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

## **20. HEADINGS**

Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

## **21. MODIFICATION IN WRITING**

No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

## **22. BINDING EFFECT**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

## **23. RECORDING**

This Agreement shall be executed upon its approval by the Jackson Town Council and shall thereupon be filed with the Town Clerk and recorded in the Land Records of Teton County, Wyoming.

## **24. GOVERNING LAW AND FORUM**

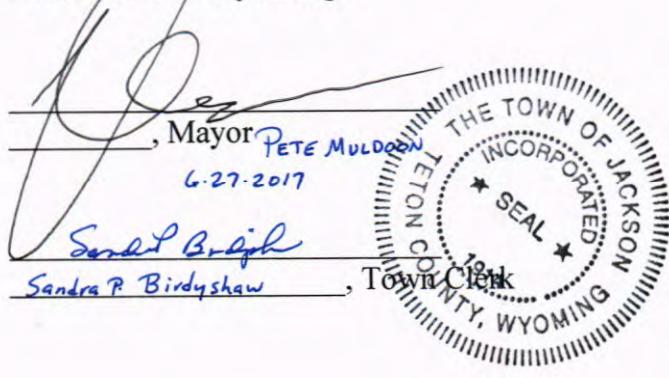
This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the Federal Courts of the United States located in the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

## **25. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, including my facsimile, each of which shall be an original but all of which together constitute one and the same instrument.

*[Signature Page Follows]*

**TOWN OF JACKSON,  
a municipal corporation  
of the State of Wyoming**



APPROVED AS TO FORM:

*Judie Clark Davis*  
Town Attorney

CONTENTS:

*Brian Bent*  
Town Engineer

*Planning Director*

STATE OF WYOMING      )  
                                    )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by  
Pete Muldoon as Mayor of the Town of Jackson this 27 day of  
June, 2017.

Witness my hand and official seal.

*Shellie M. Arellano*  
Notary Public

My commission Expires: 5.2.20



STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by  
Sandra P Birkbyshaw as Town Clerk of the Town of Jackson this 27 day of  
June, 2017.

Witness my hand and official seal.

  
Notary Public

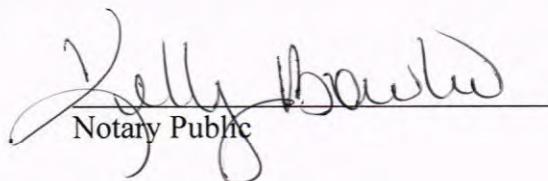
My commission Expires: 5-2-20

STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )



The foregoing instrument was acknowledged before me by Audrey Cohen-Davis  
as Town Attorney of the Town of Jackson this 2 day of June, 2017.

Witness my hand and official seal.

  
Notary Public

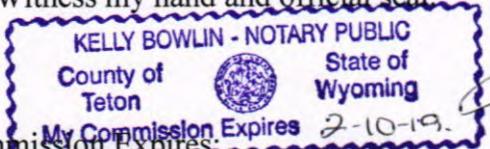
My commission Expires: 2-10-19

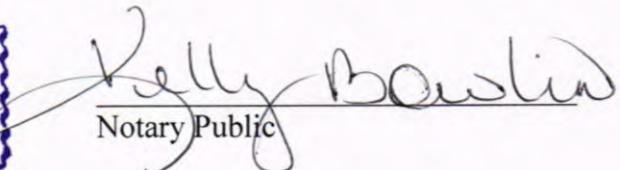


STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by  
Brian Benz as Town Engineer of the Town of Jackson this  
day of June 23, 2017.

Witness my hand and official seal

  
KELLY BOWLIN - NOTARY PUBLIC  
County of Teton  
State of Wyoming  
My Commission Expires 2-10-19

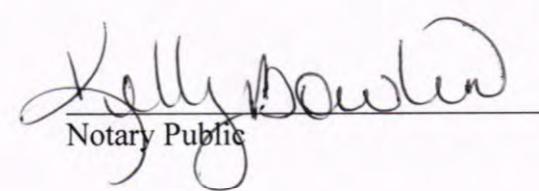
  
Kelly Bowlin  
Notary Public

STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by Tyler Sinclair as  
Planning Director of the Town of Jackson this 2 day of June, 2017.

Witness my hand and official seal.

  
KELLY BOWLIN - NOTARY PUBLIC  
County of Teton  
State of Wyoming  
My Commission Expires 2-10-19

  
Kelly Bowlin  
Notary Public

My commission Expires: 2-10-19

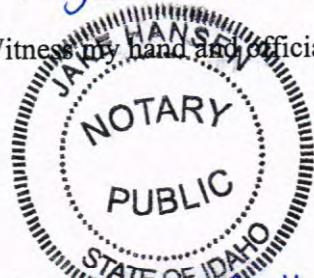
**Hansen & Hansen, LLP**

By: James Hansen  
Name: James Hansen  
Title: Partner

STATE OF Idaho )  
COUNTY OF Bonneyville )

The foregoing instrument was acknowledged before me by  
C James Hansen, as the Partner of Hansen & Hansen,  
LLP, as its Signer, this 19 day of June, 2017.

ANS  
Witness my hand and official seal.



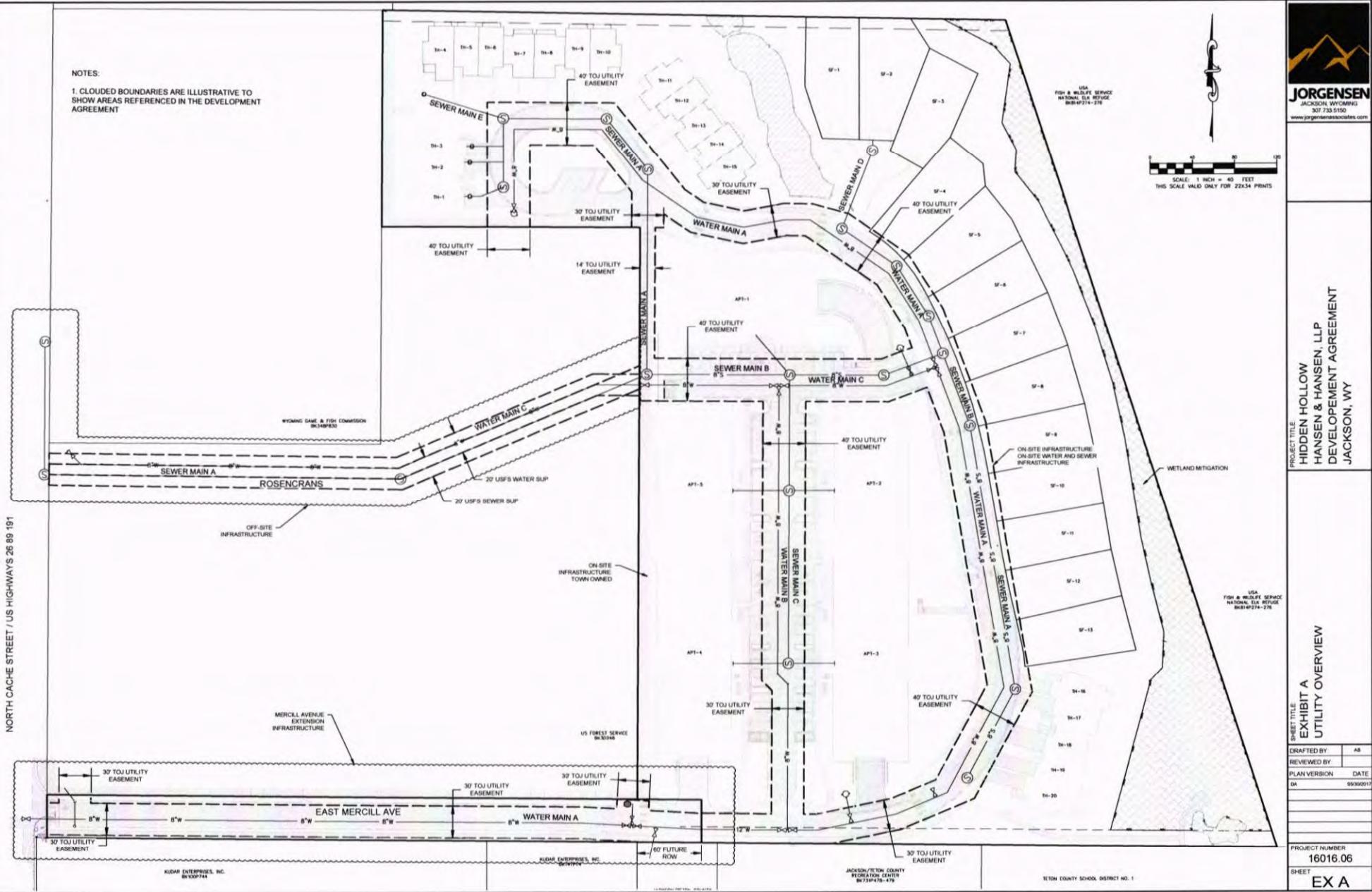
~~Notary Public~~

My commission Expires: April 30, 2018

NORTH CACHE STREET / US HIGHWAYS 26 89 191

## NOTES

1. CLOUDED BOUNDARIES ARE ILLUSTRATIVE TO SHOW AREAS REFERENCED IN THE DEVELOPMENT AGREEMENT



## Exhibit B

## Engineer's Opinion of Probable Cost for Construction

Hidden Hollow PUD

Date: 1 June 2017

By: BMS

Description	Quantity	Unit	Unit Price	Amount
<b>ROADS, PATHWAYS AND SIDEWALKS</b>				
MIRAFI I GEOTEXTILE	10,512	SY	4.48	\$ 47,447.68
ROAD SUBBASE, DEPTH GRADING AND PAVEMENT	11,847	TON	63.40	\$ 514,131.80
CURB AND GUTTER (INCL VALLEY GUTTER)	47,731	LF	34.33	\$ 170,134.00
DOUBLE GUTTER - 6" THICK	2,473	SF	12.25	\$ 30,294.25
PATHWAY AND SIDEWALK SUBBASE AND BASE	3,682	TON	33.03	\$ 117,901.04
PATHWAY PAVEMENT; 16" (2") PLANT MIX	572	TON	135.00	\$ 77,220.00
SIDEWALK CONCRETE - 4"	17,007	SF	8.90	\$ 151,362.30
CROSSWALK, ACCESS AND ADA MARKINGS	17	EA	755.50	\$ 14,642.00
ROAD AND PARKING LOT STRIPING (INCL ADA)	3,344	LF	26.48	\$ 2,898.56
<b>SUBTOTAL ROADS, PATHWAYS AND SIDEWALKS</b>				<b>\$ 1,126,031.63</b>
<b>WATER DISTRIBUTION SYSTEM</b>				
PIPE	2,813	LF	66.81	\$ 178,426.05
TYPE 2 PIPE BEDDING	300	CY	29.55	\$ 8,865.00
PIPELINE INSULATION	300	LF	11.50	\$ 3,450.00
VALES, REDUCERS, JOINTS AND BENDS	53	EA	945.80	\$ 45,391.00
IRRIGATION SERVICE CONNECTIONS, CURB STOPS, HYDRANT, HOT TAPS	49	EA	2,975.00	\$ 115,117.00
TRENCH Dewatering	1,200	LF	25.00	\$ 30,000.00
WATER SYSTEM FLUSHING, DISINFECTION, & TESTING	1	LS	6,682.00	\$ 6,682.00
<b>SUBTOTAL WATER DISTRIBUTION SYSTEM</b>				<b>\$ 387,931.05</b>
<b>SEWER COLLECTION SYSTEM</b>				
PVC MAINLINE, SERVICE LINES (CONNECTION TO EXIST MAIN)	2,840		30.68	\$ 91,801.25
4" SERVICE CONNECTIONS TO SF & TH	33	EA	899.25	\$ 29,680.50
TRENCH Dewatering	1,000	LF	20.00	\$ 20,000.00
SEWER MANHOLE (INCL EXTRA HEIGHT)	21	EA	3,521.00	\$ 117,080.67
CACHE TUBE CROSSING	1	LS	7,965.00	\$ 7,965.00
PIPELINE INSULATION	100	LF	11.50	\$ 1,150.00
SEWER SYSTEM CLEANING AND TESTING	1	LS	3,350.00	\$ 3,350.00
<b>SUBTOTAL SEWER COLLECTION</b>				<b>\$ 271,027.42</b>
<b>STORMWATER SYSTEM</b>				
STORMWATER MAINS	770	LF	38.97	\$ 27,755.00
CATCH BASINS, OUTLET PROTECTION, INLETS, GRATES	23		868.75	\$ 25,160.00
1K BAYSAYER STORMWATER TREATMENT UNIT	2	EA	20,000.00	\$ 40,000.00
TRENCH Dewatering	100	LF	111.00	\$ 11,100.00
72" PRECAST INFILTRATION PIT (6" HEIGHT) WITH RING	3	EA	7,660.00	\$ 22,980.00
<b>SUBTOTAL STORMWATER</b>				<b>\$ 126,995.00</b>
<b>LANDSCAPE PLANTINGS</b>				
PATMORE ASH 3" CAL	23	EA	390.00	\$ 8,970.00
PATMORE ASH 2" CAL	20	EA	340.00	\$ 6,800.00
IRRIGATION	6	EA	2,300.00	\$ 13,800.00
SOD	8,900	SF	1.00	\$ 8,900.00
NATIVE SEED MIX (BUFFER OUTSIDE WETLAND)	29,000	SF	0.12	\$ 3,480.00
<b>SUBTOTAL LANDSCAPE PLANTINGS</b>				<b>\$ 41,950.00</b>
<b>SUBTOTAL WETLAND CONSTRUCTION</b>				
EXISTING TOPSOIL STRIPPING TO BE STOCKPILE	597	CY	11.00	\$ 6,567.00
WETLAND TOP SOIL PLACEMENTS UNSCREENED	597	CY	10.00	\$ 5,970.00
SEEDING	16,117	SF	0.70	\$ 11,281.90
FENCING	840	LF	3.50	\$ 2,940.00
IRRIGATION SYSTEM	1	EA	5,000.00	\$ 5,000.00
<b>SUBTOTAL WETLAND CONSTRUCTION</b>				<b>\$ 31,758.90</b>
<b>GRADING, DRAINAGE, CABLE UTILITIES, AND MISCELLANEOUS</b>				
MOBILIZATION	1	LS	86,650.00	\$ 86,650.00
TOPSOIL STRIPPING, PLACEMENT, EXCAVATION ABOVE AND BELOW SUB	23,342	CY	8.58	\$ 177,404.50
EROSION PROTECTION AND FENCING	8,345	LF	5.63	\$ 31,366.75
TYPE 2 PIPE BEDDING	300	TON	29.55	\$ 8,865.00
CABLE UTILITIES TRENCHING	2,800	LF	16.50	\$ 46,200.00
4" SCH 40 PVC CONDUIT AT CROSSINGS (INCL SWEEPS)	1,050		19.20	\$ 23,538.00
UTILITY VAULT GRADING AND LEVELING	30	EA	681.00	\$ 20,430.00
KEYSTONE RETAINING WALL AT USFS PROPERTY LINE ON MERCILL	500	LF	94.00	\$ 47,000.00
<b>SUBTOTAL GRADING, ETC</b>				<b>\$ 441,454.25</b>
<b>GRAND TOTAL CONSTRUCTION</b>				<b>\$ 2,427,148.25</b>
TOWN OF JACKSON REQUIRED CONTINGENCY; 25%				\$ 606,787.06
<b>TOTAL SURETY AMOUNT</b>				<b>\$ 3,033,935.32</b>

# OFF-SITE PERFORMANCE BOND

BOND # 58739024

KNOW ALL MEN BY THESE PRESENTS, That we, Hansen & Hansen, LLP as Principal, and Western Surety Company, a Corporation of the State of South Dakota, as Surety, are jointly and severally held and firmly bound unto Town of Jackson, as Obligee, in the sum of Three Million Thirty Three Thousand Nine Hundred Thirty Five Dollars lawful money of the United states of America, for which payment well and truly to be made, we bind ourselves, our executors, administrators heirs, successors and assigns, jointly and severally by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT,

WHEREAS, the Principal has been issued a conditional use and/or building permit by the Obligee for Hidden Hollow Planned Unit Development located at 340 North Cache St, Jackson, WY 83001 and

WHEREAS, the Obligee has required the Principal, as a condition of the issuance of said permit, to install and complete the following improvements: (Describe in Detail)

New Water and Sewer Main Infrastructure and Mercill Infrastructure

NOW, THEREFORE, if the said principal shall satisfactorily complete the required improvements within on (1) year of the date of said permit, under the inspection and to the satisfaction of the Town of Jackson, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Upon completion and acceptance, of said improvements, Obligee will send written notification to Surety.

Signed, sealed and dated this June 19, 2017

Hansen & Hansen, LLP

Principal

By: John Hansen

Western Surety Company

Surety

By: Monica E. Nelson

Monica E. Nelson, Attorney-In-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Douglas G Ball, Bradley K Nielson, Vickie Nelson, Monica E Nelson, Individually**

of Idaho Falls, ID, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof,** WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of August, 2016.

WESTERN SURETY COMPANY



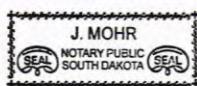
Paul T. Bruflat, Vice President

State of South Dakota      }      ss  
County of Minnehaha      }

On this 9th day of August, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of June 2017.

WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/2/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Buckner Company PO Box 51598 Idaho Falls ID 83405-1598		CONTACT NAME: Vickie Nelson PHONE (A/C. No. Ext): 208-656-7929 E-MAIL ADDRESS: vnelson@buckner.com INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Company NAIC # 21415
INSURED Conrad & Bischoff Inc. Hansen & Hansen, LLP PO Box 50106 Idaho Falls ID 83405-0106		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 1134301311

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		5X54112	10/4/2016	10/4/2017	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5X54112	10/4/2016	10/4/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		5X54112	10/4/2016	10/4/2017	EACH OCCURRENCE	\$1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$10,000					AGGREGATE	\$1,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	Commercial Excess Liability						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Jackson is Additional Insured if required by written contract or agreement for Commercial General Liability per form CG7578(5-15) General Liability Elite Extension.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Jackson  
ATTN: Town Engineer  
PO Box 1687  
Jackson WY 83001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**FIRST AMENDMENT to  
DEVELOPMENT AGREEMENT  
Hidden Hollow Planned Unit Development**

Released	<input checked="" type="checkbox"/>
Indexed	<input checked="" type="checkbox"/>
Abstracted	<input checked="" type="checkbox"/>
Scanned	<input checked="" type="checkbox"/>

**THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT** (the “Amendment”) dated this 18<sup>th</sup> day of September, 2018, by and between HANSEN & HANSEN, LLP, an Idaho limited liability partnership, hereinafter referred to as “Developer,” and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the “Town,” provides as follows:

**WHEREAS**, on December 1, 2016, the Town approved Sketch Plan P16-079, including the amendments thereto dated October 11, 2016 and November 30, 2016 (the “Sketch Plan”), for the Hidden Hollow Planned Unit Development (the “HHPUD”); and,

**WHEREAS**, the Developer and the Town executed that certain Development Agreement recorded in the Office of the Teton County Clerk on July 6, 2017 as document 0931258 (collectively, the “DA”), which burdens all of that certain real property specifically described on the Final Plat for Hidden Hollow First Addition to the Town of Jackson recorded on June 26, 2018 as document 0953516 in the Office of the Teton County Clerk as Plat No. 1389 (the “Property”); and

**WHEREAS**, on May 7, 2018 the Town Council approved funding in the amount of \$225,000 for the design and construction of the Cache Creek Tube, specifically the 600 LF within the East Mercill Section, and Town Staff has obtained additional funds from the Town of Jackson budget to supplement all of the CCT costs to be incurred along with required bonds which the parties at this time understand should not exceed \$245,910.00 (125% of the estimated cost); and

**WHEREAS**, the Developer has agreed to amend the DA to include work as defined below and the Town has agreed to pay for all CCT work performed by the Developer and its agents in accordance with the terms and conditions of the DA; and

**WHEREAS**, the Developer has agreed to delay the completion of East Mercill Avenue to accommodate the Town’s construction of the CCT, as long as East Mercill can be completed in the 2018 construction season and without additional costs to Developer; and

**WHEREAS**, the Developer has obtained an estimate in the amount of \$122,540.00 (one hundred twenty-two thousand five hundred forty dollars and no/100), detailed on Exhibit A, for installation of the CCT and the parties hereto understand that there are excluded items specifically noted on the estimate and costs for excluded items and any additional or unforeseen items of the CCT will be billed separately to the Town by Developer, and its agents, on a time and materials basis; and

**WHEREAS**, Section 16 of the DA states that all modifications of the terms of the DA shall be invalid unless such modifications are in writing and executed with the same formality as the DA; and

**WHEREAS**, pursuant to the requirement of Section 16 of the DA the Developer and the Town desire to modify the DA in writing pursuant to the terms and conditions set forth herein and obtained the approval of the Town Council for such modification on September 17, 2018.

**NOW, THEREFORE, IT IS HEREBY AGREED** that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by each of the said parties to the other, Developer on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. Section 7, Reimbursement for Oversized and Off-Site Improvements is hereby amended to add the following sections:
- B. The Developer and the Town shall partner to construct approximately 600 linear feet of the Cache Creek Tube (the “CCT”) generally consisting of 48-inch diameter stormwater pipe, with 42-inch and 12-inch laterals, structures, and appurtenances as designed and specified in Fall 2018 CD plans prepared by Jorgensen Associates dated 09-05-2018 and shown on Exhibit B.
  - a. The Town shall purchase and have delivered to the project site the pipe, fittings, and structures.
  - b. The Developer shall contract with a contractor of their choosing, on a unit price plus time and materials basis including a fee for performance and payment bonds to construct the CCT. The Developer shall also purchase a warranty bond as required below.
  - c. The Developer shall provide their contractor’s current estimate, and list of equipment, labor, and material rates to be used for the construction, Exhibit C.
  - d. The Town shall provide all survey, construction observation, and testing under a separate contract with a professional engineering and surveying consultant.
  - e. The proposed schedule for work by the Developer’s contractor is to begin construction on September 24, 2018 and completed by October 10, 2018 allowing the contractor to have East Mercill ready for Curb and Gutter October 10, 2018 and paving October 17, 2018.
  - f. For the CCT work, the Town of Jackson will require a 1 year warranty and associated bond from Developer upon conveyance of the CCT infrastructure to the Town of Jackson by Bill of Sale.

Written requests for payment shall be submitted to the Town Engineer by the Developer, and the Town Council, acting on the advice and recommendation of the Town Engineer, authorizes the payments. Applications for payment submitted by the Wednesday following the Town Council meeting will be paid the next month’s first meeting with Town Engineer approval.

C. It is agreed that any additional general condition, material and labor expenses incurred by the Developer resulting from actions by the Town of Jackson that cause East Mercill to not be completed by the end of the 2018 construction season and at no fault of Developer will be reimbursed by the Town of Jackson not to exceed a 12.5% increase or \$20,000.00, whichever is less. Further, it is agreed that the issuance of a Certificate of Occupancy for Building 4/5 that is currently under construction will not be withheld as a result of actions by the Town of Jackson that cause East Mercill not to be completed in the 2018 construction season provided that an all-weather access road has been installed by Developer.

*[Signature Page Follows]*

**TOWN OF JACKSON,  
a municipal corporation  
of the State of Wyoming**

Pete Muldoon, Mayor

Sandra P. Birdyshaw  
Sandra P. Birdyshaw



APPROVED AS TO FORM:

Sandra P. Birdyshaw  
Town Attorney

CONTENTS:

Blair Lunt  
Town Engineer

~~Planning Director~~

STATE OF WYOMING      )  
                                    )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by  
Pete Muldoon as Mayor of the Town of Jackson this 19 day of  
September, 2018.

Witness my hand and official seal.

Shellie M. Arellano  
Notary Public

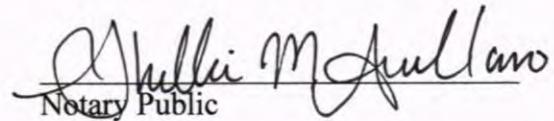
My commission Expires: 5-2-20



STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by  
Sandra P Birdyshaw as Town Clerk of the Town of Jackson this 9 day of  
September, 2018.

Witness my hand and official seal.

  
Shellie M Arellano  
Notary Public

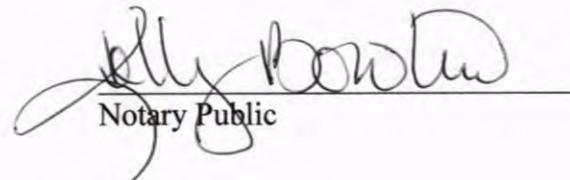
My commission Expires: 5-2-20

STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

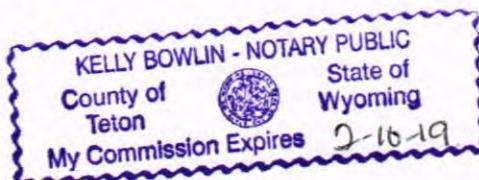


The foregoing instrument was acknowledged before me by Audrey Cohen-Davis  
as Town Attorney of the Town of Jackson this 18<sup>th</sup> day of September, 2018.

Witness my hand and official seal.

  
Kelly Bowlin  
Notary Public

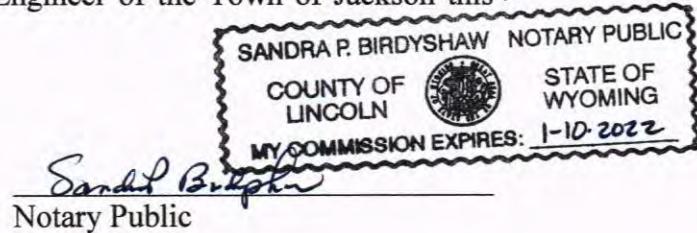
My commission Expires:



STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by  
Brian Lenz as Town Engineer of the Town of Jackson this 19<sup>th</sup>  
day of September, 2018.

Witness my hand and official seal.



My commission Expires: 1-10-2022

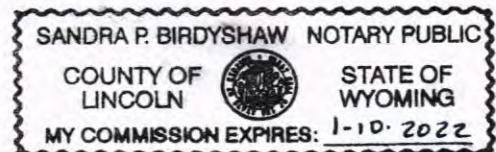
STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by Tyler Sinclair as  
Planning Director of the Town of Jackson this 20 day of September, 2018.

Witness my hand and official seal.

Sandra P. Birdyshaw  
Notary Public

My commission Expires: 1-10-2022



Hansen & Hansen, LLP

By: Kirk Hansen  
Name: Kirk Hansen  
Title: Partner

STATE OF Wyoming )  
 ) ss.  
COUNTY OF Teton )

The foregoing instrument was acknowledged before me by  
Kirk Hansen, as the Partner of Hansen & Hansen, LLP,  
as its Signer, this 18<sup>th</sup> day of September, 2018.

Witness my hand and official seal.



Brenda Wylie  
Notary Public

My commission Expires: 1/31/21

## SUBDIVISION IMPROVEMENT AGREEMENT

**THIS AGREEMENT** dated this 17th day of July, 2018, by and between HANSEN & HANSEN, LLP, an Idaho limited liability partnership, hereinafter referred to as "Subdivider", and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the "Town", provides as follows:

**WHEREAS**, after approval of the Hidden Hollow Planned Unit Development Master Plan (the "HHPUD Master Plan"), the Subdivider and the Town executed a Development Agreement on June 5, 2017 for the construction of that certain on and off-site infrastructure provided for therein;

**WHEREAS**, Subdivider is required to construct certain public improvements (the "Improvements") as a condition of the approval of the final plat and associated Final Development Plan (Permit#P17-036 and #P18-072) approved by Town Council on May 15, 2017 (the "Development Plan"), as memorialized to date in that certain Development Agreement executed and recorded in the Office of the Teton County Clerk by the Town and the Subdivider, and all amendments thereto (the "Development Agreement"); and

**WHEREAS**, the Town of Jackson Land Development Regulations also require that a subdivision agreement for public improvements be executed by the Subdivider and the Town and recorded in the Office of the Teton County Clerk with a Final Plat Subdivision and if this Agreement and the Development Agreement conflict, the terms of the Development Agreement shall control with respect to the construction of that certain on and off-site infrastructure provided for therein and this Agreement shall control for that certain infrastructure, exactions and mitigation provided for herein; and

**WHEREAS**, the Town Council approves of the terms and conditions of this agreement for the Final Plat Subdivision designated as the Hidden Hollow 1<sup>st</sup> Addition to the Town of Jackson; and

**WHEREAS**, this Subdivision Improvement Agreement supplements the Development Agreement.

**NOW, THEREFORE, IT IS HEREBY AGREED** that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Subdivider on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

### 1. SUBDIVIDER TO COMPLY

Subdivider shall comply with all improvement requirements contained in the Development Agreement, Section 8.5.3 of the Town of Jackson Land Development Regulations, the Development Plan and subdivision improvement plans and

GRANTOR: HANSEN & HANSEN LLP ET AL

GRANTEE: HANSEN & HANSEN LLP ET AL

Doc 0953518 Filed At 15:06 ON 07/26/18

Sherry L. Daigle Teton County Clerk fees: 60.00

By Mary D Antrobus Deputy

specifications retained on file in the office of the Town Engineer, the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision and additional improvements as set forth within this document. Improvements shall be engineered, designed, constructed, and installed solely at Subdivider's own cost.

2. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED

The requirements of the Town Council, as set forth in its approval of the Development Plan and Final Plat are hereby incorporated herein by reference as though fully set forth. Development and use of all land within the subdivision is limited to that conveyed by the Final Plat and the Land Development Regulations of the Town of Jackson, as they may be amended from time to time.

3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS

The subdivision infrastructure improvement plans and specifications filed by Subdivider or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer, and any revision of said improvement plans and specifications approved by said Town Engineer and additional improvements as set forth within this document and in the Development Agreement are hereby incorporated herein by reference as though fully set forth. All public improvement work required by Subdivider under this agreement and the Development Agreement shall be in accordance with said improvement plans and specifications.

4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE

The list of improvements and upgrades together with the total cost of improvements and upgrades required by this agreement as estimated by the Subdivider and approved by the Town Engineer is attached hereto as **Attachment "A"** and by this reference made a part hereof. Subdivider shall deposit with the Town, prior to filing of the Final Plat, an irrevocable letter of credit, or performance and payment bond, or funds in escrow, or other equivalent security or commitment approved by the Town Council. Such security shall be in the amount of 125% of the estimate approved by the Town Engineer and Planning Director (the "Security") and such security amount shall be released as portions of work are completed and reasonably approved for release by the Town Engineer per Paragraph 12 below.

5. ESTIMATED COST OF OTHER SUBDIVISION IMPROVEMENTS AND SECURITY THEREFORE

Affordable Housing Obligation. Subdivider shall construct those certain affordable units and those certain workforce units as required by the Development Plan, and all amendments thereto, and the Hidden Hollow Planned Unit Development Master Plan (the "HHPUD Master Plan"), and all amendments thereto (the "Affordable Units" and the "Workforce Units", respectively).

**6. UNDERGROUND ELECTRICAL POWER, TELEPHONE, TELEGRAPH, CABLE TELEVISION, AND GAS FACILITIES**

All electrical power, telephone and telegraph communication, cable television, fiber optics and gas facilities within the subdivision shall be installed underground, except that above-ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Subdivider understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. Subdivider affirms that the public utility companies, including the cable television company franchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by Subdivider through its officers, agents, or employees and that Subdivider is informed as to the approximate cost to Subdivider of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans.

**7. EXACTIONS:**

Subdivider shall pay exactions for the following purposes and in the following amounts to the Town prior to the filing of the Final Plat:

Parks Exactions:	\$ 35,100.00
School Exaction:	\$ 26,000.00

**8. TIME FOR COMPLETION OF AFFORDABLE UNITS:**

The required affordable units shall be completed within the time frame required by the HHPUD Master Plan, as amended.

**9. WARRANTY:**

Except for Affordable Housing Mitigation which affordable units shall have a one (1) year warranty, all work and improvements required pursuant to this agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of two (2) years from the date of acceptance, which shall be for the benefit of the Town and this obligation shall survive any release of security by the Town. The Subdivider shall post maintenance bonds or appropriate letters

of credit to secure the warranties equal to 20% of the total estimated cost of construction.

**10. LIABILITY:**

Subdivider agrees to carry a comprehensive general liability policy with minimum limits of \$500,000 for each occurrence and \$1,000,000 annual aggregate for bodily injury and \$500,000 for each occurrence and \$1,000,000 annual aggregate for property damage or a combined single limit policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations and personal injury. Subdivider also agrees to name the Town as an additional named insured as respects the contract, and a certificate of insurance covering these items shall be filed with the Town Engineer contemporaneous with the filing of the Final Plat.

**11. PERFORMANCE TESTING AND INSPECTION:**

Subdivider shall be required to obtain a Town approved State of Wyoming licensed engineer to perform and/or monitor all testing required per the Town standards.

Subdivider shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. Subdivider shall be required to complete all construction work and necessary performance tests on installed infrastructure per the Grading Permit application. Subdivider shall be responsible for the preparation of daily inspection reports and tests results. This information shall be submitted to the Town Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. Subdivider shall notify the Public Works Department prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide placement for a representative of the Town to be present at the test or placement.

**12. RELEASE OF SECURITY:** As improvements are completed, the Subdivider may submit a written request to the Town Engineer for a full or partial release of the Security. Upon inspection and approval of the infrastructure applicable to the requested full or partial release of the Security, the Town Engineer may authorize the Town Finance Director to release a portion or all of the assurance, provide that the amount retained for Security shall not be less than 125% of the remaining cost to complete the improvements as such cost was set forth at the time such assurance was secured. The Planning Director and/or Town Engineer may require that a professional engineer, landscape architect, or other professional licensed or certified to practice in the State of Wyoming certify completion of the improvements applicable to the requested full or partial release of the Security.

If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with the approved plans and/or specifications or requirements, the Town Engineer shall furnish the Subdivider a list of specific deficiencies of constructed

or partially constructed improvements and shall be entitled to withhold a portion of the requested full or partial release of the Security reasonably determined to be sufficient to ensure correction of any deficiencies.

Alternatively, if improvements are not completed as required by this Agreement, the Town Engineer may draw and expend from the Security such funds as may be necessary to construct the improvements and/or correct deficiencies in accordance with the Subdivider's obligations pursuant to this Agreement and the Subdivider hereby grants the Town access to the property for the construction and completion of such work as required to fulfill the Subdivider's obligations.

Release of the Security does not constitute acceptance of the improvement; or certification of compliance with the standards of the Town of Jackson Land Development Regulations, any applicable code, or other requirement; nor is it a release of the responsibility of the Subdivider.

**13. ACCEPTANCE BY THE TOWN:**

**THE TOWN SHALL NOT BE RESPONSIBLE FOR ANY IMPROVEMENTS, MAINTENANCE, OR CARE UNTIL THE SAME SHALL BE ACCEPTED, NOR SHALL THE TOWN EXERCISE ANY CONTROL OVER THE IMPROVEMENTS UNTIL ACCEPTED. NO OCCUPANCY WILL BE GRANTED WITHIN THE DEVELOPMENT UNTIL THE PUBLIC UTILITIES AND OTHER OUTSTANDING PUBLIC SAFETY CONCERNS HAVE BEEN ACCEPTED.**

The Town agrees to accept the improvements only upon acceptable completion of the public and private infrastructure improvements, the satisfactory testing and inspection of said improvements in accordance with this Agreement, and the acceptance criteria set forth in this Agreement.

Prior to acceptance, the Town shall not have any responsibility with respect to any street, utility, or other improvement, nor shall the Town exercise any control over the improvements until accepted, notwithstanding the use of the same by the public or in the case of an emergency, unless the street or other improvement has been formally accepted by the Town.

Criteria for acceptance by the Town:

- A. *Request for acceptance.* Upon completion of the improvements in accordance with this Agreement, the Subdivider may request, in writing, acceptance by the Town. The request for acceptance shall include all outstanding submittals required by this Agreement and the development plan for review.
- B. *Final inspection.* Upon receipt of a written request for acceptance from the Subdivider, the Town Engineer, and other appropriate government agencies, within thirty (30) days will conduct a final inspection of the public and private improvements. The Town Engineer will furnish a written list of any deficiencies noted. The Town Engineer will base the inspection on compliance the approved

plans and/or specifications, as required by the Town of Jackson Land Development Regulations and the Jackson Municipal Code.

C. *Acceptance and Conveyance.* Upon satisfactory completion of all construction and correction of any deficiencies noted in the Final Inspection; and in accordance with the approved plans and/or specifications, and all other standards and procedures set forth in this Agreement have been met; as certified by a Town approved registered engineer in the State of Wyoming; and approval by the Town Engineer, and other appropriate government agencies; the Subdivider shall thereafter:

- i. Convey to the Town (and the Town shall accept) the improvements, infrastructure, and associated land via a Bill of Sale prepared by the Town Attorney; and,
- ii. Grant utility easements to the Town in the locations of the said improvements and infrastructure.

Acceptance will be final and the infrastructure will be conveyed to the Town upon the recordation of the Bill of Sale and Easements in the Teton County Clerk's office by the Town.

D. *Responsibility to maintain.* Upon acceptance by the Town, all responsibility for the improvements shall be assumed by the Town, at its sole cost and expense, except that the Subdivider shall be subject to a two (2) year warranty on the construction of the improvements from the time of acceptance by the Town in accordance with this Agreement.

E. *Submittals.* Prior to the acceptance of any improvements, the following must be submitted to the Town Engineer for approval:

- i. Legally recorded documents of all easements, or easements to be recorded at acceptance; and,
- ii. A certification that there are no outstanding judgements, liens, or encumbrances on the improvements and infrastructure including all appurtenances, and land upon which the public improvements are located, provided that if there is a construction mortgage on the improvements and infrastructure then the Subdivider will obtain the mortgagees consent to such transfer and/or subordination agreements with respect to any utility easements related thereto; and,
- iii. Field verified by survey record drawings and specifications in accordance with the following:
  - a. Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS Shape files, and in any other format deemed suitable by the Town Engineer; and,
  - b. Record drawings shall show all improvements constructed including but not limited to, easements, water valves, fire

hydrants, water service locations, storage tanks, pump stations, PRV vaults, sewer service locations, manholes, manhole rim and invert elevations, lift stations, streets, drainage, sidewalks, and any other relevant facilities; and,

- c. The surveyor, date of survey, coordinate system and datum used for the project shall be noted on the plans. Two permanent benchmarks with coordinates, elevations, and ties to a nearby public lands survey monument; and,
- d. Each sheet of the plans shall be noted as a RECORD DRAWING; and,
- e. Certification. The following certification by the project engineer shall appear on the face of the record drawings; and, *RECORD PLANS CERTIFICATE:*

*These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Wyoming Department of Transportation, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted. (Engineer's Signature) (Engineer's Name, Printed) (Date) (Wyoming P.E. No) or signed and dated stamp.*

- iv. Operation, maintenance, and parts manuals; motor plate information, serial numbers, etc. for all electrical and mechanical equipment included in the improvements. Submitted in the quantity and format deemed suitable by the Town Engineer;
- v. Submittal of all inspection and testing reports as set forth in this Agreement; and
- vi. A warranty bond as specified in Section 10 of this Agreement, if applicable; and
- vii. Certified statement of the cost of the improvements.

#### 1. DEVELOPMENT COORDINATION:

Unless specifically provided in this Agreement to the contrary, the contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the improvements required herein. Subdivider shall notify the Town Engineer when improvements shall be installed. The Planning Director shall coordinate development exactions related to parks fees, school fees and affordable housing or construction of affordable housing.

## 15. NOTICES

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town:           Town of Jackson  
                 Attention: Town Engineer  
                 P.O. Box 1687  
                 Jackson, WY 83001

Subdivider:     Hansen & Hansen, LLP  
                 Attn: Zane Powell  
                 2251 North Holmes Ave.  
                 Idaho Falls, ID 83401

Either party upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

## 16. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS

This agreement shall run with the land included within the subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this agreement shall be valid unless in writing and executed with the same formality as this agreement, and no waiver of the breach of the provisions of any section of this agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

## 17. TITLE AND AUTHORITY

Subdivider warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants having full power and authority to enter into this Agreement.

## 18. SEVERABILITY

This agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, State or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if

the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

**TOWN OF JACKSON,  
a municipal corporation  
of the State of Wyoming**

Pete Muldoon, Mayor

Sandra Birdyshaw

Sandra P. Birdyshaw, Town Clerk



APPROVED AS TO FORM:

Judie Ashton

Town Attorney

CONTENTS:

Brian Lutz

Town Engineer

Planning Director

STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by  
Pete Muldoon \_\_\_\_\_ as Mayor of the Town of Jackson this 23 day of  
July, 2018.

Witness my hand and official seal.

  
Notary Public

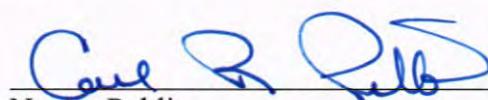
My commission Expires: 11/06/2021



STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by  
Sandra P. Birdyshaw \_\_\_\_\_ as Town Clerk of the Town of Jackson this 23 day  
of July, 2017.  
2018.

Witness my hand and official seal.

  
Notary Public

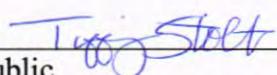
My commission Expires: 11/06/2021



STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by Audrey Cohen-Davis  
as Town Attorney of the Town of Jackson this 20 day of July, 2018.

Witness my hand and official seal.

  
Notary Public

My commission Expires:



STATE OF WYOMING      )  
                            )  
COUNTY OF TETON      )  
                            )

The foregoing instrument was acknowledged before me by  
Brian Lenz as Town Engineer of the Town of Jackson this  
day of July 20, 2018.

Witness my hand and official seal.

Tiffany Stolte  
Notary Public

My commission Expires:

STATE OF WYOMING      )  
                            )  
COUNTY OF TETON      )  
                            )



The foregoing instrument was acknowledged before me by Tyler Sinclair as  
Planning Director of the Town of Jackson this 20 day of July, 2018.

Tiffany Stolte  
Notary Public

My commission Expires:



**Hansen & Hansen, LLP,  
an Idaho limited liability partnership**

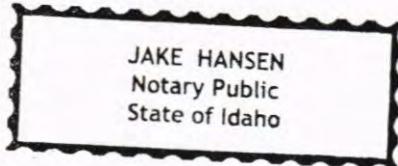
By:

C. James Hansen  
C. James Hansen, as Partner

STATE OF Idaho )  
 ) ss.  
COUNTY OF Bonneville )

The foregoing instrument was acknowledged before me by C. James Hansen, as Partner of Hansen & Hansen, LLP, an Idaho limited liability partnership, this 17 day of July, 20 18.

Witness my hand and official seal.



Jake Hansen  
Notary Public  
My commission expires: April 30, 2024

**ATTACHMENT "A"**  
**Estimated Cost of Infrastructure**

**(Not applicable because no additional improvements are required by this  
Agreement. See Development Agreement for more information.)**

## CERTIFICATE OF SURVEYOR

State of Wyoming )  
County of Teton )  
SS

I, Kenneth G. Magrath, a Wyoming Professional Land Surveyor, employed by Jorgensen Associates, P.C. of Jackson, Wyoming hereby certify that this plat was made from data obtained during field surveys performed by Jonathan H. Patterson, Wyoming PLS 13629, under my direction during June 2016 and from records in the Office of the Clerk of Teton County, Wyoming.

that this plat correctly represents HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON, the boundary of which is more particularly described as follows:

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

BEGINNING on the easterly right-of-way of State Highway 26-89-191, also known as Cache Street, at a 3" diameter brass cap inscribed "PE&LS 578" as shown hereon, which lies S8954E, 40 feet from the South 1/16th Corner on the East Line of said Section 27;

thence proceeding on said easterly right-of-way and proceeding on the south boundary of that parcel described in that Warranty Deed of record in Book 3 of Deeds, page 248 in said Office, S892838E, 550.31 feet, more or less, to a corner on the east boundary of said parcel, monumented by a 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049";

thence departing said easterly right-of-way and proceeding on the south boundary of that parcel described in that Warranty Deed of record in Book 3 of Deeds, page 248 in said Office, S892838E, 550.31 feet, more or less, to a corner on the east boundary of said parcel, monumented by a 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049";

thence on said east boundary N001922E, 40.00 feet, more or less, to a 3" diameter reinforcing bar with 2" aluminum cap inscribed "Jorgensen Associates PLS 8469", set this survey;

thence proceeding on said easterly right-of-way and proceeding on the south boundary of that parcel described in that Warranty Deed of record in Book 3 of Deeds, page 248 in said Office, S892838E, 550.31 feet, more or less, to a corner on the east boundary of said parcel, monumented by a 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049";

thence N893938W, 241.29 feet, to a 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049" on the easterly boundary of a Wyoming Game and Fish Commission parcel described in that Quitclaim Deed recorded in Book 348 of photo, Page 830 in said Office of County Clerk;

thence N002112E, 203.28 feet, to the witness Northeast Corner thereof and the southerly boundary of the USA Fish & Wildlife Service National Elk Refuge, from whence an iron pipe with 3" diameter brass cap inscribed "PE&LS 578, WC" and other appropriate markings for witness corner lies S885720E, a distance of 1.00 feet;

thence on said southerly boundary S885720E, 581.61 feet, to a 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 1985 RLS 164";

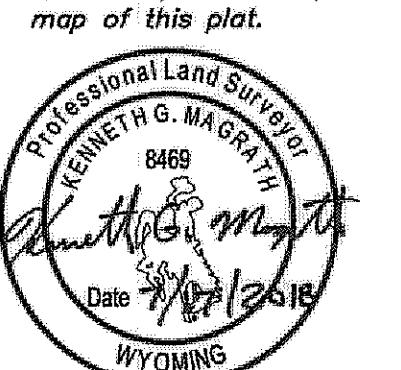
thence departing said southerly boundary and proceeding on the westerly boundary of said National Elk Refuge S187101E, 818.68 feet to a 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 1985 RLS 164" on the northerly boundary of that Teton County School District #1 parcel described in that Warranty Deed in Book 13 of deeds, Page 369 in said office;

thence on said northerly boundary, and boundary of Jackson/Teton County Recreation Center parcel, N892353W, being the Basis of Bearing for this description, 600.27 feet, more or less, to a 3-1/4" diameter brass cap inscribed "1967 RLS 164" at the Northwest Corner of said Jackson/Teton County Recreation Center parcel, and the Northeast Corner of that Kudar Enterprises, Inc. parcel described in that Quitclaim Deed of record in Book 147 of photo, Page 14 in said office;

thence on said northerly boundary, and the northerly boundary of that Kudar Enterprises, Inc. parcel described in that Warranty Deed of record in Book 100 of photo, Page 744 in said office, N892638W, 550.45 feet to the POINT OF BEGINNING.

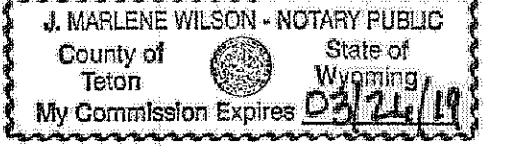
The above-described parcel contains an area of 10.00 acres, more or less;

HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON being SUBJECT TO and/or having the use and benefit of easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements, and encumbrances as called for in the Certificate of Owners and/or as shown on the detail map of this plat;

  
Kenneth G. Magrath  
Wyoming PLS 8469

The foregoing instrument was acknowledged before me by Kenneth G. Magrath this 17 day of July 2018.

WITNESS my hand and official seal.

  
J. Marlene Wilson  
Notary Public  
My commission expires: 03/26/19

## NOTES

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISION EXCEPT AS PERMITTED BY THE TOWN OF JACKSON, WYOMING.

HIDDEN HOLLOW SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC SEWAGE COLLECTION AND TREATMENT SYSTEM. MAINTENANCE OF THE SEWER MAINS WITHIN THE SUBDIVISION, OWNED BY THE TOWN, WILL BE THE RESPONSIBILITY OF THE TOWN OF JACKSON.

HIDDEN HOLLOW SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC WATER TREATMENT, SUPPLY AND DISTRIBUTION SYSTEM. MAINTENANCE OF THE WATER MAINS WITHIN THE SUBDIVISION, OWNED BY THE TOWN, WILL BE THE RESPONSIBILITY OF THE TOWN OF JACKSON.

NO PUBLIC MAINTENANCE OF ANY STREETS AND ROADS OF THIS SUBDIVISION.

NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS.

THE TOWN OF JACKSON SHALL BE ALLOWED FULL USE OF THE STORM SEWER, ROADS, CURB, GUTTER, AND ALL OF LOT 21 (COMMON LOT) FOR THE PURPOSES OF DEWATERING ACTIVITIES DURING CONSTRUCTION, MAINTENANCE, AND REPAIR OF THE UTILITIES WITHIN HIDDEN HOLLOW THAT ARE OWNED BY THE TOWN OF JACKSON.

A PORTION OF THE FOREGOING SUBDIVISION LIES WITHIN SPECIAL FLOOD HAZARD AREA (SFHA), ZONE A, SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. REFER TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP 56039C2907D REVISED SEPTEMBER 16, 2015.

THE HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON SUBDIVISION IS SUBJECT TO DELINEATED WETLANDS ON THE PROPERTY AS NOTED BY DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, OMAHA DISTRICT, WYOMING REGULATORY OFFICE ON APRIL 9, 2015.

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

## =WATER RIGHTS NOTES=

SELLER DOES NOT WARRANT TO PURCHASER THAT THE PURCHASER SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THE PROPOSED SUBDIVISION.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF A STREAM OR RIVER.

WATER RIGHTS MAY BE ALTERED OVER TIME FOR INFORMATION ON WATER RIGHTS APPURTENANT TO THE LANDS OF THIS SUBDIVISION AFTER THE DATE OF RECORDATION OF THIS PLAT REFER TO THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE.

ACCORDING TO A RECENT SEARCH OF THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE THERE ARE NO SURFACE WATER RIGHTS APPURTENANT TO THIS SUBDIVISION.

## CERTIFICATE OF OWNER

STATE OF WYOMING )  
COUNTY OF TETON )  
SS

The undersigned, acting for and on behalf of, the owner and proprietor of the lands described in the Certificate of Surveyor and illustrated on Sheet 2 of this plat, do hereby certify;

that the name of the subdivision shall be HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON;

that the lands contained within said HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON, more particularly described in the Certificate of Surveyor hereon, are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desires of said owner;

that the foregoing subdivision is in accordance with, and SUBJECT TO the terms and conditions of the Planned Unit Development Plan P16-079 and P16-080 as approved by the Town Council on the 1st day of December, 2016 and subsequent amendments thereto;

that this subdivision is subject to that Master Plan on file at the Town of Jackson Planning Department and Approved by the Town Council on the 6th day of February, 2016 and going into effect on 8th day of February, 2016 under Ordinances 1167 and 1168;

that this subdivision is subject to that Development Agreement between Hansen & Hansen, LLP, and the Town Of Jackson, recorded as Document No. 0931258 in the Office of County Clerk for Teton County, Wyoming;

that this subdivision is subject to that Subdivision Improvement Agreement between Hansen & Hansen, LLP, and the Town Of Jackson, to be recorded contemporaneously with this Plat;

that this subdivision is subject to those easements, covenants, conditions and restrictions granted and/or declared pursuant to that certain Declaration of Covenants, Conditions, and Restrictions for Hidden Hollow First Addition to the Town of Jackson recorded contemporaneously with this Plat;

that Hansen & Hansen, LLP reserves for itself and its heirs, successors and assigns the right to grant unto other parties nonexclusive easements for any purposes its deemed necessary in the rights of way of the roads and the utility or other easements shown on this plat, as may be amended by the terms of the third party documents that created such easements, within the foregoing subdivision, provided that such future grants shall not cause unreasonable interference with use under prior easement grants; and further reserves the right to amend, modify and/or relocate all easements created by or referenced on this plat; by accepting a deed to any lot and/or condominium unit of the foregoing subdivision, an owner acknowledges that Declarant's reserved rights set forth in the paragraph, and expressly consents hereto to any such grant or amendment and hereby provides that such party is not an abridged or affected party and hereby grants a power of attorney to Hansen and Hansen, LLP for purposes of acknowledging consent to any action required to accomplish said grant or amendment, including but not limited to a partial vacation of Plat;

that Hansen & Hansen, LLP hereby reserves unto itself, its heirs successors and assigns, the right to vacate and replat Lots 14-21 of the foregoing subdivision, by accepting a deed to any lot and/or condominium unit of the foregoing subdivision, an Owner acknowledges the Declarant's reserved rights set forth in this paragraph, and expressly consents hereto to any such vacation and replat of Lots 14-21, or any portion thereof, and hereby grants a power of attorney to the foregoing entities for the purposes of acknowledging consent to any such vacation and replat of Lots 14-21, or any portion thereof, and for the completion of any other action required by the Town of Jackson for the vacation and replat of such Lot or Lots, including but not limited to the modification of any common area and/or the conveyance of any access, snow storage and utility easements in, under, over and across the common area and/or other Lots of the foregoing subdivision;

that Hidden Hollow Drive is a private road that will be owned and maintained by the Hidden Hollow Owners Association and the Town of Jackson shall be under no obligation to construct, maintain or repair said road;

that the geothermal system within the foregoing subdivision shall be private and shall be owned and maintained by the Hidden Hollow Owners Association and the Town of Jackson shall be under no obligation to construct, maintain or repair said system;

that Lots 1, 2 & 3 are subject to and benefit from that certain Declaration of Driveway Access Easement, Utility Easement and Cost Sharing Covenant to be recorded contemporaneously with this Plat and described therein as 0.10 Acre Driveway and Utility Easement, and depicted hereon Sheet 2;

that the Town Of Jackson will own and maintain the water and sewer mains and appurtenances within the foregoing subdivision, and within the easement shown on Sheet 2;

that this subdivision is SUBJECT TO the following instruments of record in the Office of the Clerk of Teton County, Wyoming:

the terms, conditions, easements and reservations contained in that Quitclaim Deed in Book 910 of Photo, Pages 186-191;

that electrical distribution easement recorded in Book 910 of Photo, Pages 192-196;

that easement agreement recorded in Book 910 of Photo, Pages 201-205;

that grant of easement recorded in Book 910 of Photo, Pages 206-208;

that drainage easement recorded in Book 910 of Photo, Pages 938-941;

that sanitary sewer easement recorded in Book 910 of Photo, Pages 942-945;

that this subdivision is SUBJECT TO the following:

that variable width sewer and water utility easement granted by separate instrument recorded contemporaneously with this Plat as depicted on Sheet 2;

that 5' LVE Gasline Easement granted by separate instrument recorded contemporaneously with this Plat as depicted on Sheet 2;

those 6' and 11' pathway easements granted to the Town of Jackson for the benefit of the public pursuant to that certain Pathway Access Easement and Agreement recorded contemporaneously with this Plat as depicted on Sheet 2;

that this subdivision is subject to those certain non-exclusive easements in, on, over, across and through said Common Area Lot 21 of the foregoing subdivision, as amended, to the benefit of the Town of Jackson, and its successors and assigns, for emergency vehicles including ambulance, firefighting vehicles and police vehicles and for access to the Town's utilities within the foregoing subdivision for purposes of maintenance, repair and replacement thereof pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Hidden Hollow First Addition to the Town of Jackson recorded the same date hereof and pursuant to that certain Access and Utility Easement recorded the same date hereof.

that this subdivision is subject to that certain non-exclusive temporary right-of-way and utility easement in, on, over, across and through said Lot 22 of the foregoing subdivision, as amended, to the benefit of the Town of Jackson, and its successors and assigns, for purposes of temporary access for the public and for access to the Town's utilities within the foregoing subdivision for purposes of maintenance, repair and replacement thereof pursuant to that certain Temporary Access and Utility Easement recorded the same date hereof, said temporary easement to terminate upon the dedication and conveyance of Lot 22 and the utility infrastructure set forth therein to the Town of Jackson upon completion of said utility and roadway improvements.

that this subdivision is subject to affordable housing mitigation requirements as set forth in the Hidden Hollow Planned Unit Development Master Plan, as amended.

that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under the permits for wells associated with the Town of Jackson water supply system located on other properties; those ground water rights will be retained;

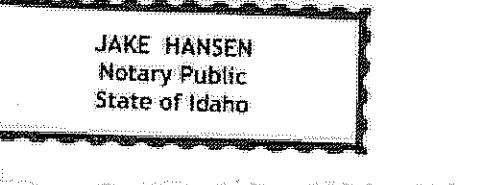
that all rights under the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;

Hansen & Hansen, LLP  
an Idaho limited liability partnership

C. James Hansen, Partner

The foregoing instrument was acknowledged before me by C. James Hansen, Partner of Hansen & Hansen, LLP, an Idaho limited liability partnership, this 17 day of July 2018.

WITNESS my hand and official seal.

  
Notary Public  
My commission expires: April 30, 2024

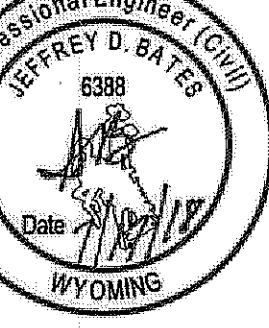
April 30, 2024

**JORGENSEN**  
JACKSON, WYOMING 307.733.5150  
www.jorgeng.com

## CERTIFICATE OF ENGINEER

STATE OF WYOMING )  
COUNTY OF TETON )  
SS

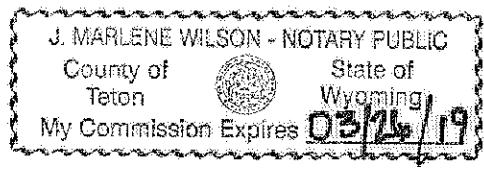
I, Jeffrey Bates, of Jackson, Wyoming, do hereby certify that I am a licensed Wyoming Engineer, and affirm that the water distribution and sewage collection system designed to serve the foregoing subdivision was designed to meet all applicable Town of Jackson, County, State, and Federal requirements, and that said system will be adequate and safe, provided that said system are constructed as designed and operated correctly.

  
Jeffrey D. Bates  
PE 6388  
Date 03/26/19  
WYOMING

Jeffrey Bates Wyoming PE 6388

The foregoing instrument was acknowledged before me by Jeffrey Bates this 17 day of July 2018.

WITNESS my hand and official seal.

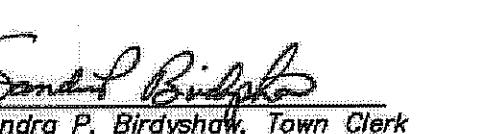
  
J. Marlene Wilson  
Notary Public  
My commission expires: 03/26/19

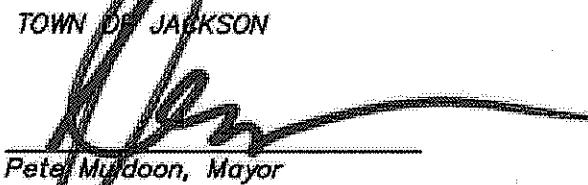
## CERTIFICATE OF APPROVAL

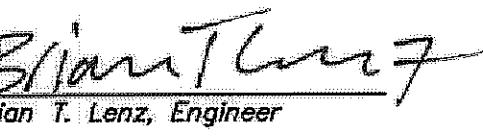
STATE OF WYOMING )  
COUNTY OF TETON )  
TOWN OF JACKSON )

Pursuant to, and in accordance with Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the 18 day of June 2018.

ATTEST:

  
Sandra P. Birdyshaw, Town Clerk

  
Peter Muldoon, Mayor

  
Brian T. Lenz, Engineer

<img alt="Signature of Tiffany Stoltz, Planning Director" data-bbox="810

## LEGEND

- Certified Land Corner of Record, monument below surface in water valve box
- 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049" with other appropriate markings, found this survey
- 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 1985 RLS 164" with other appropriate markings, found this survey
- 3" diameter brass cap inscribed "PE&LS 578" with other appropriate markings, found this survey. NOTE: "WC" indicates witness corner—see detail
- 3-1/4" diameter brass cap inscribed "1967 RLS 164" with other appropriate markings, found this survey
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" found this survey
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" to be set

S89°55'57" W 320.51'

(S89°56'20" W) (149.88')

S89°26'36" W 550.31'

measured bearing & distance or curve geometry  
record bearing & distance or curve geometrymeasured bearing & distance or curve geometry for Platted lots  
boundary, this subdivision

property adjoining this subdivision

lot of this subdivision

easement as noted

easement granted by separate instrument recorded contemporaneously with Plat

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N71°26'18" W	11.19
L2	N12°38'52" W	6.00
L3	N12°38'52" W	20.99
L4	N09°27'54" W	18.18
L5	N40°32'43" E	10.13
L6	N89°39'36" W	31.04
L7	N89°39'36" W	31.04
L8	N09°27'54" W	64.50
L9	N12°38'52" W	26.99
L10	N61°05'00" E	2.50

LINE TABLE		
LINE	BEARING	DISTANCE
L11	N70°20'24" W	8.20
L12	N10°20'58" E	16.20
L13	N10°20'59" W	16.20
L14	S00°20'24" W	121.07
L15	S00°20'24" W	16.96
L16	S00°20'24" W	16.96
L17	N78°31'13" E	35.46
L18	N89°23'53" W	11.55
L19	S45°20'24" E	13.98
L20	N89°23'53" W	28.47

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S00°20'24" W	32.27
L22	N00°20'24" E	30.25
L23	N09°33'55" W	23.96
L24	N58°12'54" W	25.45
L25	N05°26'33" W	8.71
L26	N19°52'57" E	21.38
L27	S27°02'46" E	34.46
L28	N26°01'27" E	39.36

## Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT
C1	167.65	163.50	58°45'02"	N16°43'39" E	160.40	92.03
C2	129.19	163.50	45°16'27"	N23°27'56" E	125.86	68.18
C3	38.46	163.50	13°28'35"	N5°54'33" W	38.37	19.32
C4	55.00	990.00	37°05'58"	N11°32'23" W	54.99	27.51
C5	26.20	990.00	130°05'8"	N15°32'33" W	26.20	13.10
C6	28.80	990.00	14°00'00"	N10°17'54" W	28.80	14.40
C7	187.91	553.50	19°27'06"	N19°17'27" W	187.01	94.87
C8	45.33	553.50	4°41'33"	N11°48'40" W	45.32	22.68
C9	42.77	553.50	4°25'37"	N16°22'15" W	42.76	21.39
C10	44.07	553.50	4°33'44"	N20°51'36" W	44.08	22.05
C11	43.81	553.50	4°32'05"	N25°24'50" W	43.79	21.91
C12	11.93	553.50	11°47'07"	N28°17'56" W	11.93	5.97
C13	71.70	137.00	29°59'05"	N43°54'33" W	70.98	36.69
C14	30.58	137.00	12°47'19"	N35°18'39" W	30.52	15.35
C15	41.12	137.00	17°11'47"	N50°18'12" W	40.98	20.71
C16	94.55	80.00	6°74'48"	N68°55'56" W	89.14	53.67
C17	61.92	65.00	54°35'04"	N62°22'06" W	59.61	33.54
C18	62.88	62.50	5°38'39"	N61°31'03" W	60.26	34.39
C19	125.56	62.50	11°06'13"	S24°51'23" E	105.48	98.30
C20	188.26	72.50	148°46'44"	S15°37'01" W	139.65	259.48
C21	71.45	75.00	54°35'04"	N62°22'06" W	68.78	38.70

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT
C22	85.02	70.00	69°35'18"	S69°52'11" E	79.89	48.64
C23	188.73	147.00	73°33'40"	N65°41'50" W	176.03	109.89
C24	191.31	563.50	19°27'06"	N19°11'27" W	190.39	96.58
C25	54.44	980.00	31°05'09"	N11°03'23" W	54.43	27.23
C26	173.18	168.80	58°46'52"	N15°52'22" E	165.68	95.08
C27	5.27	173.50	144°23"	N45°15'48" E	5.27	2.63
C28	64.74	99.50	37°16'53"	N45°33'27" W	63.61	33.56
C29	45.82	513.50	5°08'45"	N26°21'37" W	45.81	22.93
C30	6.06	14.50	23°57'13"	S22°19'35" E	6.02	3.08
C31	74.50	53.50	79°47'19"	S50°14'38" E	68.63	44.72
C32	37.13	26.50	80°16'33"	N50°29'15" W	34.17	22.35
C33	6.79	14.50	26°50'00"	N30°04'01" E	6.73	3.46
C34	88.48	513.52	9°52'20"	N14°24'04" W	88.37	44.35
C35	57.22	103.00	31°05'09"	N11°03'23" W	57.21	28.62
C36	13.14	14.80	51°56'44"	S29°32'07" E	12.70	7.06
C37	5.80	80.00	35°43'39"	S13°56'56" E	5.90	2.95
C38	13.98	113.50	70°31'33"	N37°11'22" W	13.97	7.00
C39	11.05	14.50	43°40'16"	N15°06'59" E	10.79	5.81
C40	3.53	14.50	13°57'59"	S63°38'35" E	3.53	1.78
C41	5.53	14.50	21°50'27"	N11°15'38" E	5.49	2.80

## Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT
C22	85.02	70.00	69°35'18"	S69°52'11" E	79.89	48.64
C23	188.73	147.00	73°33'40"	N65°41'50" W	176.03	109.89
C24	191.31	563.50	19°27'06"	N19°11'27" W	190.39	96.58
C25	54.44	980.00	31°05'09"	N11°03'23" W	54.43	27.23
C26	173.18	168.80	58°46'52"	N15°52'22" E	165.68	95.08
C27	5.27	173.50	144°23"	N45°15'48" E	5.27	2.63
C28	64.74	99.50	37°16'53"	N45°		

**Letters of Approval**

- Letter of Approval from United States Forest Service
  - Letter of Approval from Kudar Enterprises, Inc.



Ron Levy <rlevy@jorgeng.com>

---

## Fwd: Mercill Acceptance

1 message

Zane Powell <zane@cbfuels.com>

Thu, Oct 31, 2019 at 3:18 PM

To: Brendan Schulte <bschulte@jorgeng.com>, Ron Levy <rlevy@jorgensenassociates.com>, jbates@jorgensenassociates.com

Acceptance email from Forest Service.

**Zane Powell**  
Conrad & Bischoff, Inc.  
2251 North Holmes Ave.  
Idaho Falls, Idaho 83401  
(208) 419-5886 cell  
[zane@cbfuels.com](mailto:zane@cbfuels.com)

[www.hiddenhollowjackson.com](http://www.hiddenhollowjackson.com)

----- Forwarded message -----

From: **Oltman, Michael R -FS** <[michael.oltman@usda.gov](mailto:michael.oltman@usda.gov)>

Date: Wed, Sep 4, 2019 at 11:29 AM

Subject: Mercill Acceptance

To: Zane Powell <[zane@cbfuels.com](mailto:zane@cbfuels.com)>

Zane,

The Forest Service has reviewed and accepts the work completed on Mercill Ave, to include the bike path and landscaping.

Thanks,



**Mike Oltman**  
Engineering and Minerals Staff Officer

**Forest Service**

**Bridger-Teton National Forest**

**p: 307-739-5445**

**c: 307-248-3915**

**[michael.oltman@usda.gov](mailto:michael.oltman@usda.gov)**

**340 North Cache Street**

**Jackson, WY 83001**

**[www.fs.fed.us](http://www.fs.fed.us)**

**Caring for the land and serving people**

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Ron Levy <rlevy@jorgeng.com>

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## Fwd: Mercill Improvments

1 message

Zane Powell <zane@cbfuels.com>

Thu, Oct 31, 2019 at 3:15 PM

To: Brendan Schulte <bschulte@jorgeng.com>, Ron Levy <rlevy@jorgensenassociates.com>, jbates@jorgensenassociates.com

Acceptance email from Kudar

**Zane Powell**  
Conrad & Bischoff, Inc.  
2251 North Holmes Ave.  
Idaho Falls, Idaho 83401  
(208) 419-5886 cell  
[zane@cbfuels.com](mailto:zane@cbfuels.com)

[www.hiddenhollowjackson.com](http://www.hiddenhollowjackson.com)

----- Forwarded message -----

From: Michael Kudar <[michael.kudar@gmail.com](mailto:michael.kudar@gmail.com)>  
Date: Wed, Sep 11, 2019 at 10:07 AM  
Subject: Mercill Improvments  
To: Zane Powell <[zane@cbfuels.com](mailto:zane@cbfuels.com)>

Zane,

Hidden Hollow has worked with the Kudar Family in properly grading and sloping our sidewalk area with suitable dirt. All is complete except for a missing property corner at the northwest corner of Cache Street and Merrill Avenue, and a missing property corner at the northeast corner of the Recreation Center and Merrill Avenue. Otherwise, Hidden Hollow's work has satisfactorily completed its work with respect to the Kudar property.

Michael Kudar  
Consultant  
(307) 413-0850

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**Special Use Permits**

- USFS Special Use Permit #JAC103304 – Cache Streetscape
- USFS Special Use Permit #JAC103304 – Amendment #2 for Cache Sidewalk; 10' Mercill Avenue and East Boundary Pathway

Authorization ID: JAC103304  
Contact ID: TOWN OF JACKSON  
Expiration Date: 12/31/2026  
Use Code: 366

FS-2700-4 (05/03)  
OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE  
Forest Service  
SPECIAL USE PERMIT  
AUTHORITY:**

**OCCUPANCY PERMITS, AS AMENDED March 4, 1915, ORGANIC ADMINISTRATION ACT June 4, 1897**

**TOWN OF JACKSON, PO BOX 1687, JACKSON, WY 83001-1687** (hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the Bridger-Teton National Forest or Jackson Ranger District unit of the National Forest System.

This permit covers .07 acres, and is described as: Sec. 34, T. 41 N., R. 116 W., 6TH PRINCIPAL MERIDIAN, North Cache Streetscape Project, as shown on the location map attached to and made a part of this permit, and is issued for the purpose of:

**Construction and maintenance of the North Cache Streetscape Project which will include up to a 10 foot concrete walk and up to a 7 foot width of brick pavers adjacent to the street curb. Street trees, tree grates, and associated irrigation which will be located within the brick paver portion of the project.**

**Any existing utilities will be under grounded where possible.**

The above described or defined area shall be referred to herein as the "permit area".

**TERMS AND CONDITIONS**

**I. AUTHORITY AND GENERAL TERMS OF THE PERMIT**

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. Amendment. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. Nonexclusive Use and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

G. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

H. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding ceases to be the owner of the improvements, this permit shall terminate.

I. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

## **II. TENURE AND ISSUANCE OF A NEW PERMIT**

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on 12/31/2026. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least 365 days each year, unless otherwise authorized in writing under additional terms of this permit.

C. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

D. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits laws, or regulations.

E. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

F. Construction. Any construction authorized by this permit may commence by May 25, 2006 and shall be completed by September 30, 2007. If construction is not completed within the prescribed time, this permit may be revoked or suspended.

## **III. RESPONSIBILITIES OF THE HOLDER**

A. Compliance with Laws, Regulations, and other Legal Requirements. The holder shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S. C. 9601 *et seq.*, and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

B. Plans. Plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a qualified individual acceptable to the authorized officer and shall be approved in writing prior to commencement of work. The holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

C. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this authorization. If requested, the holder shall comply with inspection requirements deemed appropriate by the authorized officer.

D. Hazard Analysis. The holder has a continuing responsibility to identify all hazardous conditions on the permit area which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

E. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

F. Change in Ownership. This permit is not assignable and terminates upon change of ownership of the improvements or control of the business entity. The holder shall immediately notify the authorized officer when a change in ownership or control of business entity is pending. Notification by the present holder and potential owner shall be executed using Form SF-299 Application for Transportation and Utility Systems and Facilities of Federal Lands, or Form FS-2700-3a, Holder Initiated Revocation of Existing Authorization, Request for a Special Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the party who acquires ownership of, or a controlling interest in, the improvements or business entity.

#### **IV. LIABILITY**

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the authorized officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

#### **V. TERMINATION, REVOCATION, AND SUSPENSION**

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Prior to abandonment of the improvements or within a reasonable time following revocation or termination of this authorization, the holder shall prepare, for approval by the authorized officer, an abandonment plan for the permit area. The abandonment plan shall address removal of improvements and restoration of the permit area and prescribed time frames for these actions. If the holder fails to remove the improvements or restore the site within the prescribed time period, they become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

## VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

B. Fees for this use have been exempted or waived in full pursuant to 36 CFR 251.57, or revisions thereto, and direction in FSH 2709.11, chapter 30.

C. Payment Due Date. The payment due date shall be the close of business on N/A of each calendar year payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest, Administrative Costs and Penalties Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, *et seq.*)

## **VII. OTHER PROVISIONS**

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

D. Operating Plans (R4-X2). The holder shall prepare the following plan(s), in consultation with the Forest Service, and submit said plan(s) for approval by the listed dates:

### **Construction Documents and Specifications May 1, 2006**

Written approval of said plans by the Forest Service Authorized Officer is prerequisite to commencement of holder's operations or maintenance. Upon reasonable notice to the Forest Service, plans may be revised when necessitated by weather or other unpredictable circumstances. Plan revisions will be subject to written approval by the Forest Service Authorized Officer.

When said plan(s) is(are) submitted, it(they) will be marked as Exhibit(s) B and shall be attached hereto and become a part of this permit.

E. Revegetation of Ground Cover and Surface Restoration (D9). The holder shall be responsible for prevention and control of soil erosion and gulling on lands covered by this authorization and adjacent thereto, resulting from construction, operation, maintenance, and termination of the authorized use. The holder shall so construct permitted improvements to avoid the accumulation of excessive heads of water and to avoid encroachment on streams. The holder shall revegetate or otherwise stabilize all ground where the soil has been exposed as a result of the holder's construction, maintenance, operation, or termination of the authorized use and shall construct and maintain necessary preventive measures to supplement the vegetation.

F. Site Plan (C2). The holder shall prepare site plans to show the location of all buildings, service areas, roads, and structures. Such plans shall be on a scale of 1 inch equals 40 feet (11x17 format) with 1 foot contour

intervals. The holder is encouraged to consult with the authorized officer during the preparation of the site plan to ensure that it is adequate. No construction shall be undertaken by the holder prior to site plan approval.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archaeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This permit is accepted subject to the conditions set out above.

HOLDER NAME: JACKSON, TOWN OF

By: R. L. Ky  
(Holder Signature)  
Town Administrator

By: \_\_\_\_\_  
(Holder Signature)

Date: 6/28/06

U.S. DEPARTMENT OF AGRICULTURE  
Forest Service

By: Kniffy Hamilton  
CAROLE 'KNIFFY' HAMILTON

Title: \_\_\_\_\_  
Forest Supervisor

Date: 6/28/06

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U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
AMENDMENT  
FOR

SPECIAL-USE AUTHORIZATION

Amendment#: 2

This amendment is attached to and made a part of the special use authorization for North Cache Streetscape Project issued to JACKSON, TOWN OF on 06/28/2006 which is hereby amended as follows:

On page 1 of the permit, remove paragraphs 2 and 3 and replace with the following:

**This permit covers .36 acres, and is described as: Sec. 34, T 41 N., R. 116 W., 6<sup>TH</sup> PRINCIPAL MERIDIAN, North Cache Streetscape Project, as shown on the location map attached to and made a part of this permit, and is issued for the purpose of construction and maintenance of the following pathways:**

1. Cache Street Pathway – Up to a 10 foot wide concrete walkway and up to a 7 foot wide buffer zone of brick pavers adjacent to the street curb. Street trees, tree grates, and associated irrigation will be located within the brick paver portion of the pathway. ROW approximately 290 ft. long x 10 ft. wide = 2900 sq. ft. or .07 acres
2. Mercill Ave. Pathway – Approximately 9 foot wide concrete walkway and 1 foot wide buffer zone/landscape area. ROW approximately 530 ft. long x 10 ft. wide = 5300 sq. ft. or .12 acres.
3. East Boundary Pathway – Approximately 5 feet of a 10 foot wide concrete walkway centered on the property line and 5 foot wide buffer zone/landscape area. East Boundary Streetscape will be 520 feet along the east USFS property boundary and 230 feet along the north USFS property boundary. ROW approximately 750 ft. long in total x 10 ft. wide = 7500 sq. ft. or .17 acres. As shown on the map attached to and made part of this permit as Exhibit B.

Any existing utilities will be under ground where possible.

This amendment will include the following clause as VII.G (R4-D3) Noxious Weed/Exotic Plant Prevention and Control:

G.. Noxious Weed/Exotic Plant Prevention and Control (R4-D3). The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants of concern on the area authorized by this authorization and shall provide prevention and control measures prescribed by the Forest Service. Noxious weeds/exotic plants of concern are defined as those species recognized by (county weed authority/national forest) in which the authorized use is located.

The holder shall also be responsible for prevention and control of noxious weed/exotic plant infestations which are not within the authorized area, but which are determined by the Forest Service to have originated within the authorized area.

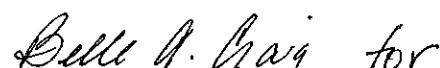
When determined to be necessary by the authorized officer, the holder shall develop a site-specific plan for noxious weed/exotic plant prevention and control. Such plan shall be subject to Forest Service approval. Upon Forest Service approval, the noxious weed/exotic plant prevention and control plan shall become a part of this authorization, and its provisions shall be enforceable under the terms of this authorization.

This amendment voids Amendment #1.

This Amendment is accepted subject to the conditions set forth herein, and to conditions N/A to N/A attached hereto and made a part of this Amendment.

  
BRIAN LENZ, Town of Jackson Engineer

2/26/18  
Date

  
PATRICIA M. O'CONNOR, Forest Supervisor

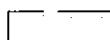
2/28/18  
Date

## NOTE:

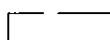
1. CURRENT UTILITY DESIGN AND EXISTING UTILITIES SHOWN IN THIS EXHIBIT ARE APPROXIMATE AND ARE BASED ON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. ENGINEER DOES NOT WARRANT THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN FOR UTILITIES



NORTH CACHE STREETSCAPE AREA  
APPROXIMATELY 2900 SF, 0.07 ACRES



AMENDMENT #1 SUP AREA  
APPROXIMATELY 5,397 SF, 0.124 ACRES



AMENDMENT #2 SUP AREA  
APPROXIMATELY 7,646 SF, 0.176 ACRES

WYOMING GAME & FISH COMMISSION  
BK348P830

0 40 80  
SCALE: 1" = 80

10.0' PROPOSED  
USFS SUP  
10' WIDE X 230'  
LONG±

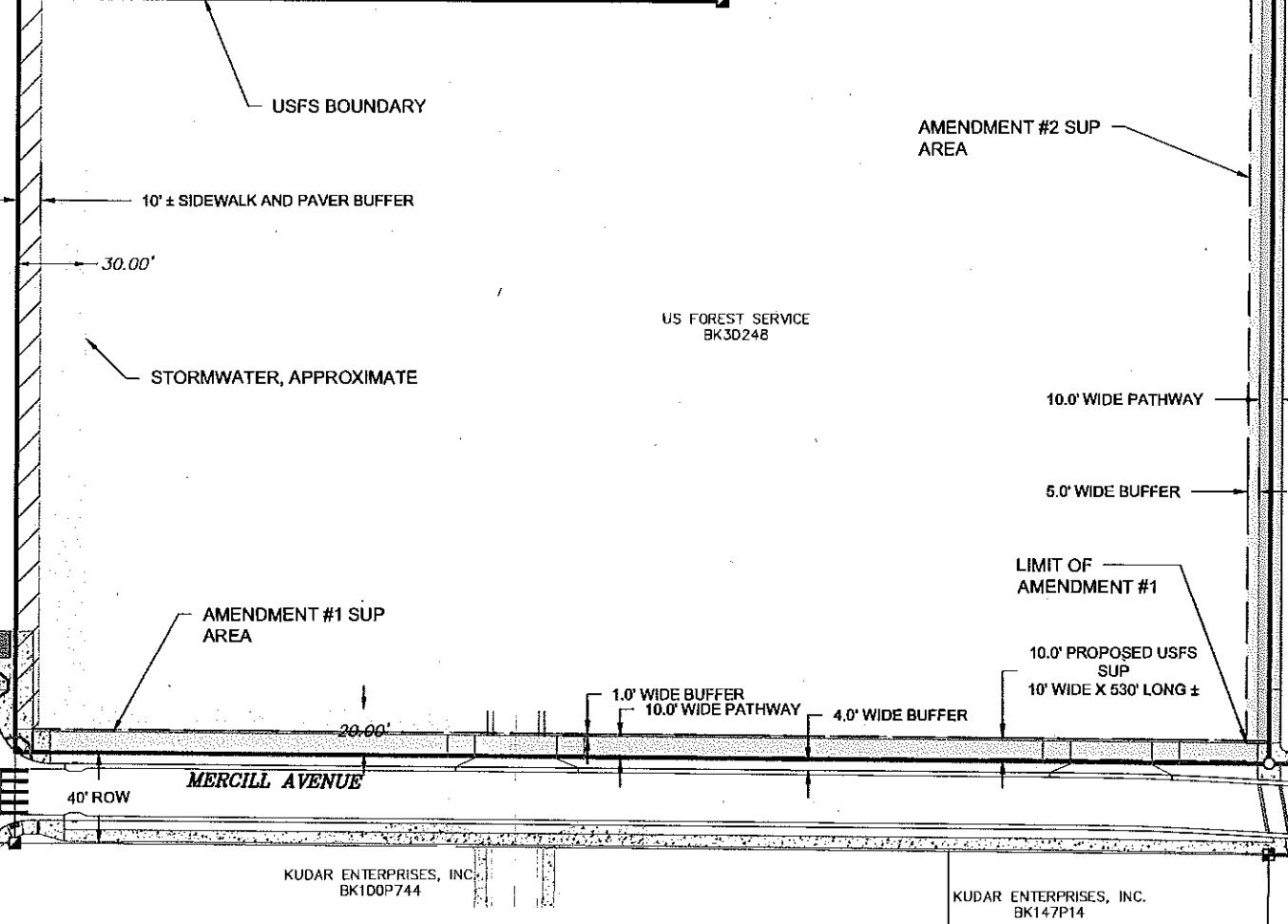
10.0' WIDE PATHWAY  
CENTERED ON PROPERTY LINE

10.0' WIDE PATHWAY  
CENTERED ON PROPERTY  
LINE

5'

10.0' PROPOSED  
USFS SUP  
10' WIDE X 520'  
LONG±

NORTH CACHE STREET / US HIGHWAYS 26 89 191



- 3-1/4" DIAMETER ALUMINUM CAP INSCRIBED "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049" WITH OTHER APPROPRIATE MARKINGS
- 3" DIAMETER BRASS CAP INSCRIBED "PE&LS 578" WITH OTHER APPROPRIATE MARKINGS
- 3-1/4" DIAMETER BRASS CAP INSCRIBED "RLS 164" WITH OTHER APPROPRIATE MARKINGS
- $\frac{1}{16}$  CORNER MONUMENT
- CALCULATED CORNER
- PROPERTY LINE

**APPENDIX B**  
**AMENDMENT #2 TO**  
**NORTH CACHE STREETSCAPE**  
**PROJECT ISSUED 06/28/2006**

AUTH ID: JAC 103304  
NW1/4 SW1/4 SECTION 27  
T40N, R116W, 6th P.M.  
TETON COUNTY, WYOMING



**JORGENSEN**  
JACKSON, WYOMING 307.733.5150  
www.jorgeng.com

PREPARED BY: KS

MAP PREPARED: 12-5-2017

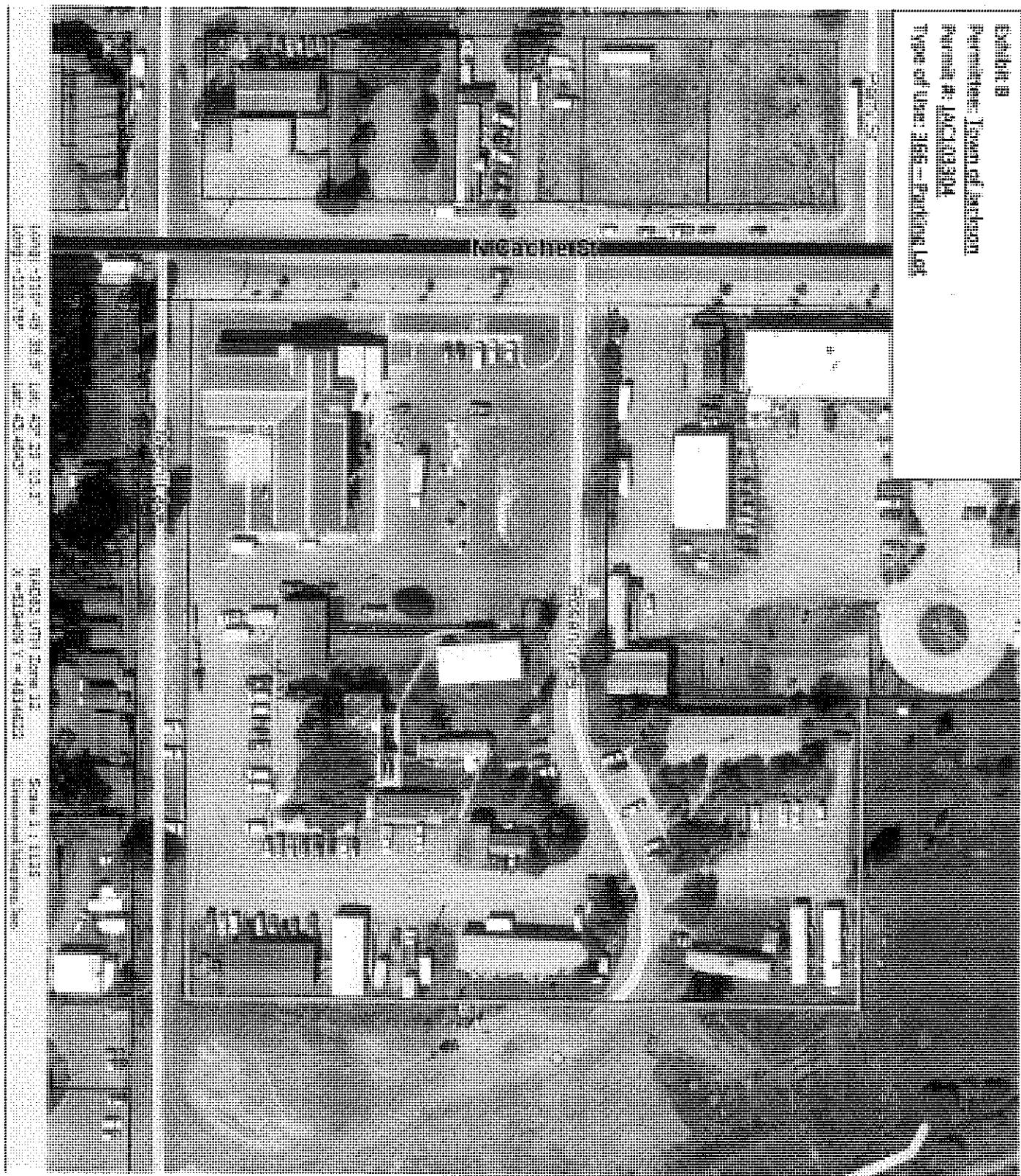
PROJECT NUMBER: 16016.05

Exhibit B

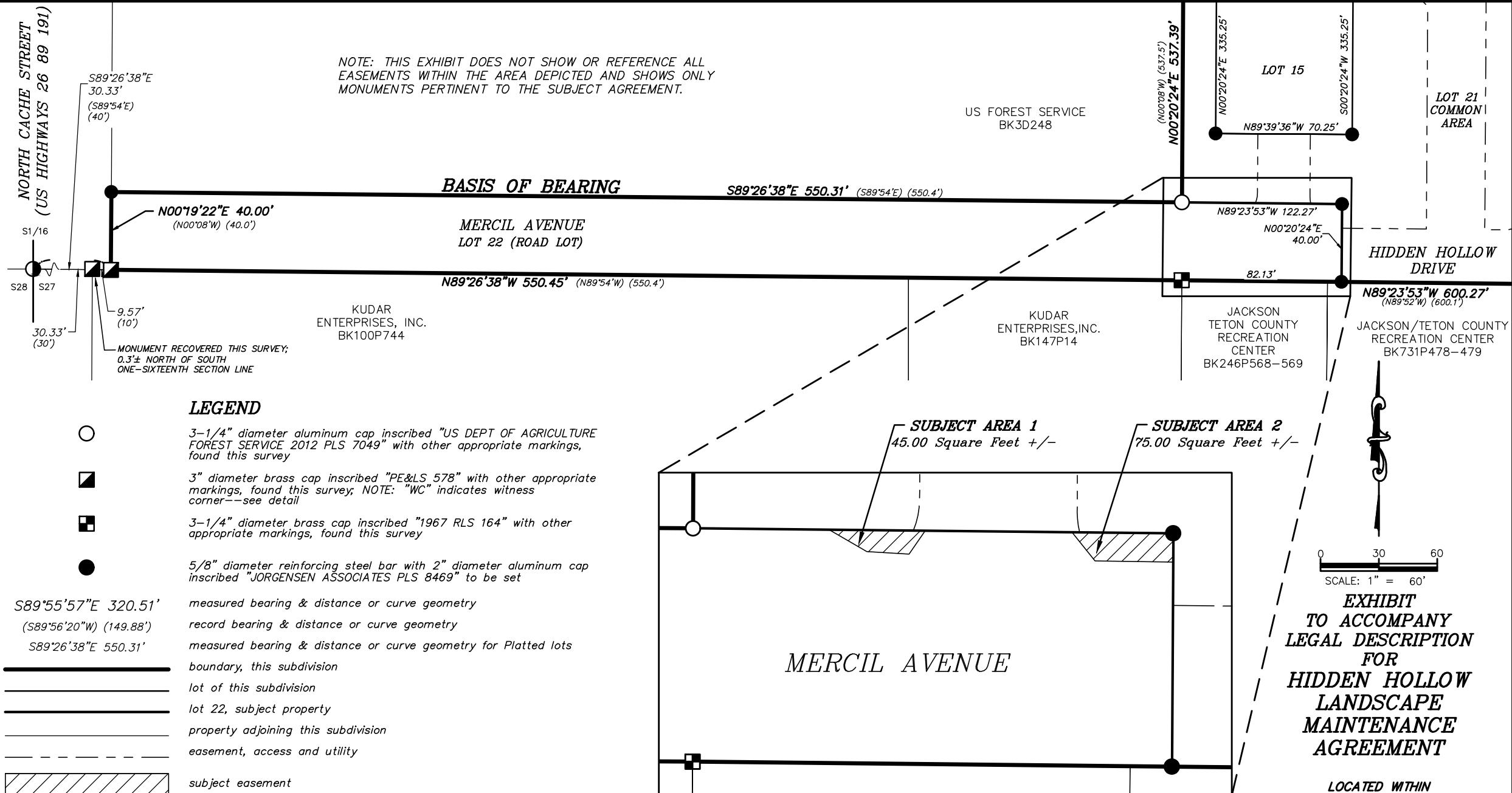
Report Date: January 20, 2009

Report #: 145-2009-001

Type of Case: 265 - Production Lot



**Landscape and Maintenance Agreement Exhibit**



**Application Materials**

- Miscellaneous Permit Application for Conveyance
- Mercill Dedication email from Town of Jackson Planning Department dated September 17, 2019
  - Letter of Authorization
  - Deed



**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: Conveyance of Mercill Avenue to the Town of Jackson

Physical Address: \_\_\_\_\_

Lot, Subdivision: Lot 22, Hidden Hollow First Addition, Plat 1389 PIDN: 22-41-16-27-3-34-022

**PROPERTY OWNER.**

Name: Hidden Hollow, LLC Phone: \_\_\_\_\_

Mailing Address: P.O. Box 50106, Idaho Falls, ID ZIP: 83405

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

**APPLICANT/AGENT.**

Name: Jorgensen Associates, Inc., C/O Brendan Schulte Phone: 307-733-5150

Mailing Address: P.O. Box 9550, Jackson, WY ZIP: 83002

E-mail: bschulte@jorgeng.com

**DESIGNATED PRIMARY CONTACT.**

Property Owner  Applicant/Agent

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

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?

**n/a 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.

*Brendan Schulte*

Signature of Property Owner or Authorized Applicant/Agent

Brendan Schulte

Name Printed

April 22, 2020

Date

Senior Project Manager

Title



Ron Levy <rlevy@jorgeng.com>

## Mercill Dedication

2 messages

**Brendan Conboy** <BConboy@jacksonwy.gov>  
To: Ron Levy <rlevy@jorgensenassociates.com>  
Cc: Tiffany Stolte <TStolte@jacksonwy.gov>

Tue, Sep 17, 2019 at 4:27 PM

Hey Ron,

Per the SIA, upon completion of the improvements in accordance with the DA the Subdivider only needs to request in writing acceptance by the Town. Tyler Sinclair is of the opinion that this is akin to a final inspection for the associated permits that have already been submitted, i.e the grading and erosion control permit for Mercill Ave. and therefore **no fee is required**. In any event if you will submit the request with a planning permit form and select 'miscellaneous' we will give it a P# and circulate it to Town Engineer for review in accordance with what is required in the SIA.

Thanks,

Brendan

**BRENDAN CONBOY**

ASSOCIATE PLANNER

TOWN OF JACKSON

P.O. Box 1687

JACKSON, WY 83001

(P)(307) 734-3493

(F)(307) 734-3563

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

[www.townofjackson.com](http://www.townofjackson.com)



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 [HH SIA 2018.pdf](#)  
5600K

**Ron Levy** <rlevy@jorgeng.com>  
To: Brendan Conboy <BConboy@jacksonwy.gov>

Tue, Sep 17, 2019 at 4:52 PM

Thanks.

Yes, this will be a fairly large task and probably will not be coming in any time soon.

**Ron Levy**

**Land Use Planning**

PO Box 9550 · 1315 HWY 89 S., Suite 201

Jackson, WY 83002

TEL: (307) 733-5150

[rlevy@jorgeng.com](mailto:rlevy@jorgeng.com)



[www.jorgeng.com](http://www.jorgeng.com)

Jackson, WY · Pinedale, WY

[Quoted text hidden]

## **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)

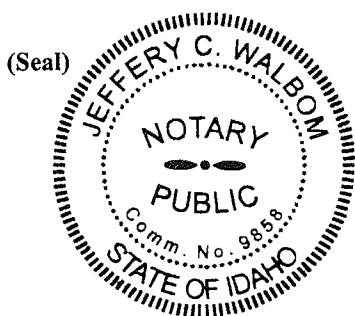
STATE OF Idaho )  
COUNTY OF Bonneville )  
 )SS.  
 )

The foregoing instrument was acknowledged before me by Leona 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

)

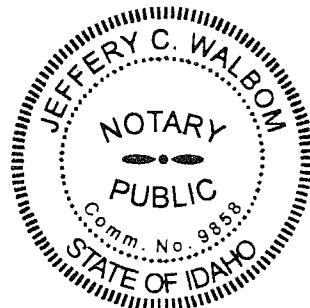
The foregoing instrument was acknowledged before me by Cecile Hansen this 21 day of  
February, 2022.

WITNESS my hand and official seal.

Jeffery C. Walbom  
(Notary Public)

My commission expires:

(Seal)





JACKSON HOLE  
TITLE & ESCROW

307.733.3153

WHEN RECORDED MAIL TO:  
AND MAIL TAX STATEMENTS TO:

Released	
Indexed	<input checked="" type="checkbox"/>
Abstracted	<input checked="" type="checkbox"/>
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.

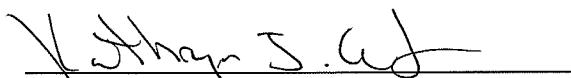
Notwithstanding the covenants provided by the **UNITED STATES** in the previous paragraphs, the **GRANTEE** hereby agrees to hold harmless, defend, and indemnify the **UNITED STATES** from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in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

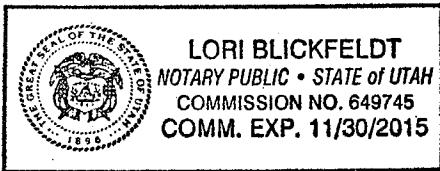


**KATHRYN J. CONANT**  
Director of Lands & Minerals  
Intermountain Region  
USDA Forest Service

## 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