



# 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: October 8, 2020	<b>REQUESTS:</b>  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.
Item #: P20-192	
Planner: Tyler Valentine  Phone: 733-0440 ext. 1305  Fax: 734-3563  Email: tvalentine@jacksonwy.gov	
<b>Owner:</b> Hansen & Hansen, LLP PO Box 50106 Idaho Falls, ID 83405  <b>Applicant:</b> Jorgensen Associates. P.C. – Brendan Schulte PO Box 9550 Jackson, WY 83002	
<b>Please respond by:</b>  <b>October 29, 2020 (with Comments)</b>	

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



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

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

October 6, 2020

Mr. Brendan Conboy  
Town of Jackson Planning Department  
PO Box 1687  
150 E. Pearl Avenue  
Jackson, Wyoming 83001

-Digital delivery to [bconboy@jacksonwy.gov](mailto:bconboy@jacksonwy.gov) & [tstolte@jacksonwy.gov](mailto:tstolte@jacksonwy.gov)

**RE: Conveyance of Utilities to the Town of Jackson from Hidden Hollow**

Dear Mr. Conboy,

Enclosed you will find a miscellaneous application requesting the Town of Jackson (TOJ) officially accept the utilities (water and sewer) at Hidden Hollow. We are requesting that the TOJ accept, own, operate and maintain the utilities as detailed by the development agreement as "Off-Site" located under Rosencrans Drive on USFS property, and "On-Site" located under Hidden Hollow Drive within Lot 21 Hidden Hollow 1<sup>st</sup> Addition to the Town of Jackson, Plat No 1389. Enclosed you will find the following items:

- Permit Application Materials Including:
  - Application, Deed, & LOA
  - Plan of Reorganization
  - Development Agreement
- DEQ Permit to construct & USFS Special Use Permit for Rosencrans Water and Sewer
- Draft As-Built & Record Drawings
- Inspection reports

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

Sincerely,

JORGENSEN ASSOCIATES, INC.

Brendan Schulte  
Senior Project Manager



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

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

**For Office Use Only**

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

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

**PROJECT.**

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

**PROPERTY OWNER.**

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

**APPLICANT/AGENT.**

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

**DESIGNATED PRIMARY CONTACT.**

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

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

**Use Permit**

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

**Relief from the LDRs**

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

**Physical Development**

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

**Subdivision/Development Option**

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

**Interpretations**

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

**Amendments to the LDRs**

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

**Miscellaneous**

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

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

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

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

Have you attached the following?

\_\_\_\_\_ **Application Fee.** Fees are cumulative. Go to [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) and select the relevant application type for the fees.

\_\_\_\_\_ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at [www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF](http://www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF).

\_\_\_\_\_ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) under the relevant application type.

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title





JACKSON HOLE  
TITLE & ESCROW

307.733.3153

Released	
Indexed	✓
Abstracted	✓
Scanned	

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

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

FSREA Sale, Jackson Admin. Site, B-T NF

APN: 22-41-16-27-3-00-020

GRANTOR: UNITED STATES OF AMERICA

GRANTEE: HANSEN & HANSEN LLP

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

Sherry L. Daigle Teton County Clerk fees: 27.00

By Mary Smith Deputy

X 2

**QUITCLAIM DEED**

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

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

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

Sixth Principal Meridian

T. 41 N., R. 116 W.,

Sec. 27, a portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ , more particularly described as follows:

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

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

Containing 10.00 acres, more or less.

**TOGETHER WITH:**

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

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

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

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

Sixth Principal Meridian

T. 41 N., R. 116 W.,

Sec. 27, NW1/4SW1/4, that portion described as follows:

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

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

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

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

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

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

#### **CERCLA COVENANT**

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

(1) All response action necessary to protect human health and the environment with respect to any hazardous substance remaining on the property prior to this conveyance has been taken before the date of this conveyance; and

(2) It shall take any additional response action found to be necessary after this conveyance with respect to hazardous substances that were located on the property prior to this conveyance. This covenant shall not apply:

- (a) In any case in which the **GRANTEE**, its successors, or assigns, is a Potentially Responsible Party (PRP) with respect to the subject property prior to this conveyance; OR
- (b) To the extent, but only to the extent, that such additional response action or part thereof found to be necessary is the result of a failure to act of the **GRANTEE**, its successors or assigns, or any party in possession after the date of this conveyance that either:
  - (i) Results in a release or threatened release of a hazardous substance that was not located on the property on the date of this conveyance; OR

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

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

### **CERCLA ACCESS**

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

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

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

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

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

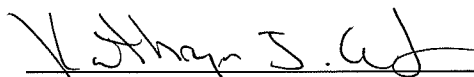
Notwithstanding the covenants provided by the **UNITED STATES** in the previous paragraphs, the **GRANTEE** hereby agrees to hold harmless, defend, and indemnify the **UNITED STATES** from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in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

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

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

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

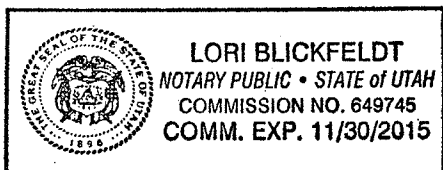
**UNITED STATES OF AMERICA**

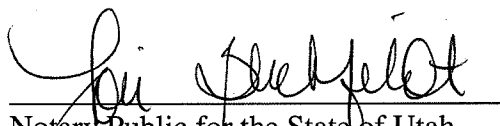
  
\_\_\_\_\_  
**KATHRYN J. CONANT**  
**Director of Lands & Minerals**  
**Intermountain Region**  
**USDA Forest Service**

## ACKNOWLEDGMENT

STATE OF UTAH }  
COUNTY OF WEBER } ss

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



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

# LETTER OF AUTHORIZATION

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

P.O. Box 50106, Idaho Falls

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Hidden Hollow, LLC, as the owner of property

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

(If too lengthy, attach description)

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

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

OWNER:

Kelma Henry

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: President

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

STATE OF IDAHO )

)SS.

COUNTY OF Bonneville )

The foregoing instrument was acknowledged before me by Leana Hansen this 21 day of 2-21, 2020.

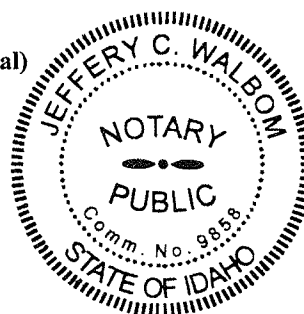
WITNESS my hand and official seal.

[Signature]

(Notary Public)

My commission expires:

(Seal)



# LETTER OF AUTHORIZATION

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

P.O. Box 50106, Idaho Falls

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Hidden Hollow, LLC, as the owner of property

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

(If too lengthy, attach description)

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

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

OWNER:

Laura Hansen  
(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: President

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

STATE OF IDAHO

)  
)SS.

COUNTY OF Bonneville

)

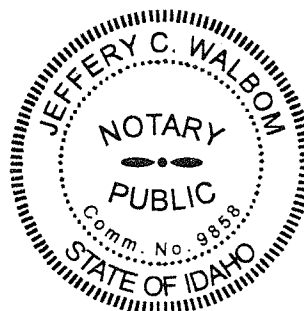
The foregoing instrument was acknowledged before me by Laura Hansen this 21 day of February, 2020.

WITNESS my hand and official seal.

Jeffery C. Walborn  
(Notary Public)

My commission expires:

(Seal)





## AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION ("Agreement") dated November 27, 2018, is by and between **HANSEN & HANSEN LLC**, an Idaho limited liability company (formerly known as Hansen & Hansen LLP) (hereinafter called "H&H"), and **HIDDEN HOLLOW, LLC**, a Wyoming limited liability company and wholly owned subsidiary of H&H (hereinafter called "Hidden Hollow").

**WHEREAS**, H&H is the developer of certain property in Teton County, Wyoming commonly referred to as Hidden Hollow, more particularly described in Document No. 895616, Bk 910, pgs 186-191, in the official records of Teton County, State of Wyoming ("Property").

**WHEREAS**, H&H is the sole member of Hidden Hollow.

**WHEREAS**, H&H shall transfer the Property to Hidden Hollow.

**WHEREAS**, after the distribution to Hidden Hollow, H&H shall distribute the membership interests in Hidden Hollow to Cary James Hansen and Kirkland R. Hansen, the existing members of H&H, in an assets-over transaction within the meaning of Section 708 of the Internal Revenue Code and related regulations.

**NOW, THEREFORE**, in consideration of the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree that H&H shall, at the Effective Date (as hereinafter defined), distribute Hidden Hollow to its shareholders, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the reorganization and the mode of carrying the same into effect.

1. **Member Approval.** H&H shall present this Agreement to its members to consider and vote upon the adoption of this Agreement.
2. **Action by H&H as Sole Member of Hidden Hollow.** On or before the Effective Date, H&H, as the sole member of Hidden Hollow, shall adopt this Agreement.
3. **Transfer of Property.** On or before November 27, 2018 (the "Effective Date"), H&H shall execute the warranty deed attached hereto as **Exhibit A** for the purpose of transferring the Property to Hidden Hollow.
4. **Reorganization.** On or before the Effective Date, the membership interests in Hidden Hollow shall be distributed by H&H to its members in proportion to their current interests in H&H. After the division, Cary James Hansen shall own 50% of the issued and outstanding membership interests of both H&H and Hidden Hollow; and Kirkland R. Hansen shall own 50% of the issued and outstanding membership interests of both H&H and Hidden Hollow.

5. **Miscellaneous.**

- a. This Agreement may be terminated and the proposed reorganization abandoned at any time before the Effective Date of the reorganization, and whether before or after approval of this Agreement by the shareholder of H&H, if the Board of Directors of H&H duly adopts a resolution abandoning this Agreement.
- b. For the convenience of the parties hereto, any of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.


IN WITNESS WHEREOF, this Agreement has been executed by H&H and Hidden Hollow, all on the date first above written.

**HIDDEN HOLLOW, LLC**, a Wyoming limited liability company


By: **HANSEN & HANSEN LLC**

By   
Kirkland R. Hansen, Manager

**HANSEN & HANSEN LLC**, an Idaho limited liability company

By   
Kirkland R. Hansen, Manager

**HANSEN & HANSEN LLC MEMBERS:**

  
Cary James Hansen

  
Kirkland R. Hansen

**EXHIBIT A**  
**Warranty Deed**

*RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:*

C. Edward Cather  
PARSONS BEHLE & LATIMER  
900 Pier View Drive, Suite 206  
Idaho Falls, Idaho 83402

GRANTOR: HANSEN & HANSEN HOLDINGS LLP  
GRANTEE: HIDDEN HOLLOW LLC  
Doc 0964796 Filed At 15:56 ON 02/19/19  
Sherry L. Daigle Teton County Clerk fees: 27.00  
By Mary Smith Deputy Clerk

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(Space Above For County Clerk's Use)

Parcel Nos.: 22-41-16-27-3-34-001, 22-41-16-27-3-34-002, 22-41-16-27-3-34-003, 22-41-16-27-3-34-004, 22-41-16-27-3-34-005, 22-41-16-27-3-34-006, 22-41-16-27-3-34-007, 22-41-16-27-3-34-008, 22-41-16-27-3-34-009, 22-41-16-27-3-34-010, 22-41-16-27-3-34-011, 22-41-16-27-3-34-012, 22-41-16-27-3-34-013, 22-41-16-27-3-34-014, 22-41-16-27-3-34-015, 22-41-16-27-3-34-016, 22-41-16-27-3-34-17, 22-41-16-27-3-34-018, 22-41-16-27-3-34-019, 22-41-16-27-3-34-020, 22-41-16-27-3-34-021, and 22-41-16-27-3-34-022

### **WARRANTY DEED**

For value received HANSEN & HANSEN HOLDINGS, LLP, an Idaho limited liability partnership ("Grantor"), conveys, grants, bargains, and sells to HIDDEN HOLLOW, LLC, a Wyoming limited liability company ("Grantee"), whose address is 2251 N Holmes Ave., Idaho Falls, ID 83404, and its successors and assigns forever, the following described real property situated in Teton County, State of Wyoming ("Property"):

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 1<sup>ST</sup> ADDITION TO THE TOWN OF JACKSON, according to the Official Plat thereof, on file and of record in the official records of the Teton County, Wyoming Recorder, as Plat No. 1389, Doc. No. 0953516.

SUBJECT TO taxes and assessments, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, and to all zoning laws and ordinances.

TOGETHER WITH, any and all any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the real property herein described.



## ASSIGNMENT OF MEMBERSHIP INTERESTS

### Hidden Hollow, LLC

This Assignment of Membership Interests (this "Assignment") is made and entered into by a) LeAnn Ball Hansen, as personal representative of the Estate of Cary James Hansen ("Jim"), and Rebecca Kunz Hansen, as personal representative of the Estate of Kirkland Hansen ("Kirk") (each an "Assignor" and collectively, the "Assignors"); b) LeAnn Ball Hansen ("LeAnn") and Rebecca Kunz Hansen ("Rebecca"), each an "Assignee" and collectively, the "Assignees"); and c) Hidden Hollow, LLC, a Wyoming limited liability company (the "Company").

### RECITALS

WHEREAS, Jim and Kirk each owned a 50 percent membership interest in the Company; Jim and Kirk both died on November 30, 2019.

WHEREAS, LeAnn Ball Hansen was duly appointed and qualified as the general personal representative of Jim's Estate on December 13, 2019, with all authority pertaining thereto, by the Seventh Judicial District Court of Bonneville County, State of Idaho, Case No. CV10-19-7893.

WHEREAS, Rebecca Kunz Hansen was duly appointed and qualified as the general personal representative of Kirk's Estate on December 13, 2019, with all authority pertaining thereto, by the Seventh Judicial District Court of Bonneville County, State of Idaho, Case No. CV10-19-7896.

WHEREAS, Jim's 50 percent membership interest in the Company is subject to the authority and control of LeAnn as the personal representative of Jim's Estate and LeAnn desires to transfer said interest to herself individually.

WHEREAS, Kirk's 50 percent membership interest in the Company is subject to the authority and control of Rebecca as the personal representative of Kirk's Estate and Rebecca desires to transfer said interest to herself individually.

WHEREAS, the assignment provided herein is subject to the Company's Operating Agreement and applicable Wyoming law governing the transfer of a membership interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment of Membership Interests. Assignors do hereby transfer and assign to Assignees all of Assignors' rights, title, and interest in and to Assignors' 100% membership interest, with each Assignee receiving a 50% membership interest in the Company.

2. Acceptance. Each Assignee (i) accepts the transfer and assignment of a 50% membership interest in the Company, (ii) agrees to assume all of the duties, responsibilities, and liabilities with respect to the membership interest assigned to each Assignee hereunder, and (iii) agrees to be bound by the all of the terms and conditions of the Operating Agreement.

3. Governing Law. All disputes concerning the validity, interpretation, or performance of this Assignment and any of its terms or provisions, or of any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of Wyoming.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the 11 day of February 2020.

**Assignors:**

**ESTATE OF CARY JAMES HANSEN**

By: LeAnn Hansen  
LeAnn Hansen, Personal Representative

**ESTATE OF KIRKLAND HANSEN**

By: Rebecca Hansen  
Rebecca Hansen, Personal Representative

**Assignees:**

LeAnn Hansen  
LeAnn Hansen

Rebecca Hansen  
Rebecca Hansen



RELEASED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
ABSTRACTED	<input checked="" type="checkbox"/>
SCANNED	<input checked="" type="checkbox"/>

## 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 Hidden 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 enfranchised 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.

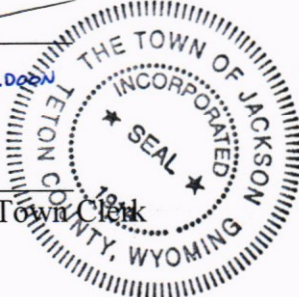
25. COUNTERPARTS

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**

[Signature], Mayor PETE MULDOON  
6-27-2017  
Sandra P Birdyshaw, Town Clerk



APPROVED AS TO FORM:

[Signature]  
Town Attorney

CONTENTS:

[Signature]  
Town Engineer

[Signature]  
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.

[Signature]  
Notary Public

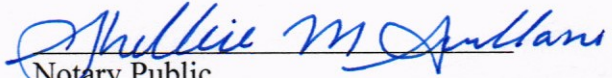
My commission Expires: 5.2.20



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 27 day of  
June, 2017.

Witness my hand and official seal.

  
Notary Public

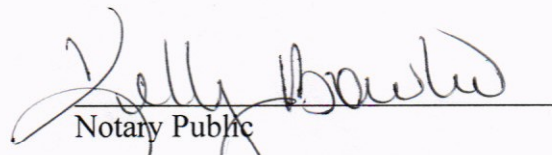
My commission Expires: 5.2.20



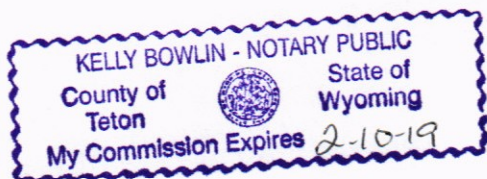
STATE OF WYOMING     )  
  )ss.  
COUNTY OF TETON     )

The foregoing instrument was acknowledged before me by Audrey Cohen-Davis  
as Town Attorney of the Town of Jackson this 22 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



My commission Expires:

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

My commission Expires: 2-10-19



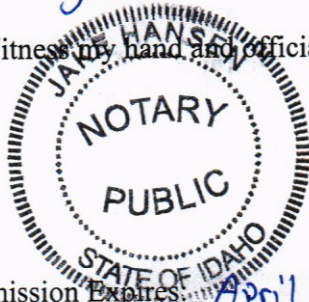
**Hansen & Hansen, LLP**

By: [Signature]  
Name: C James Hansen  
Title: Partner

STATE OF Idaho )  
 ) ss.  
COUNTY OF Bonneville )

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.

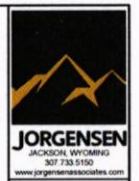
Witness my hand and official seal.



[Signature]  
Notary Public

My commission Expires: April 30, 2018

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



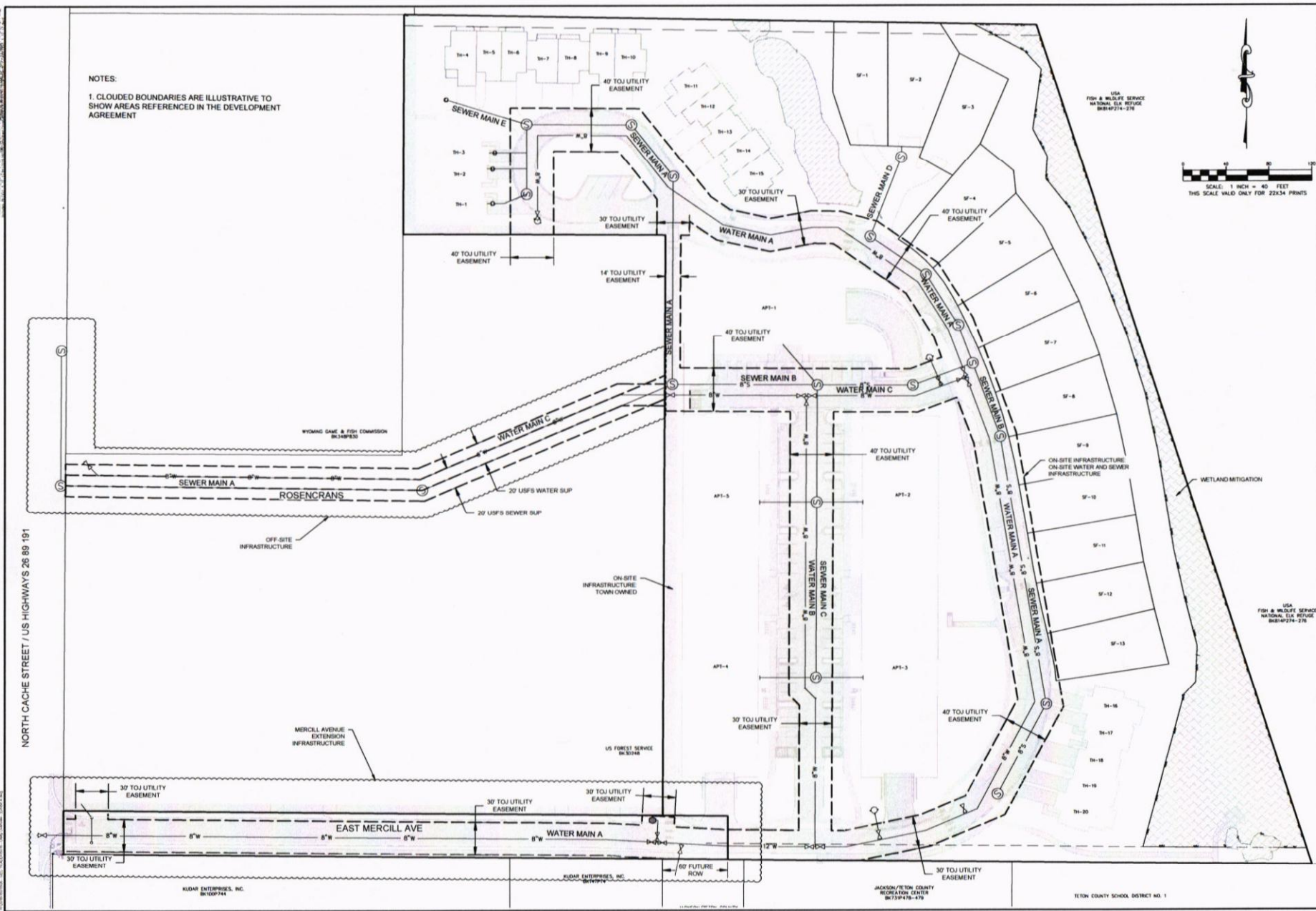
PROJECT TITLE  
HIDDEN HOLLOW  
HANSEN & HANSEN, LLP  
DEVELOPMENT AGREEMENT  
JACKSON, WY

SHEET TITLE  
EXHIBIT A  
UTILITY OVERVIEW

DRAFTED BY	AB
REVIEWED BY	
PLAN VERSION	DATE
DA	09/09/2017

PROJECT NUMBER  
16016.06

SHEET  
EX A





**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 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; 167' (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 BAYSAVER 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>
<b>TOWN OF JACKSON REQUIRED CONTINGENCY; 25%</b>				<b>\$ 606,787.06</b>
<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

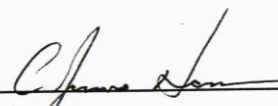
WHEREAS, the Obligee has required the Principal, as a condition of the issuance of said permit, to install and complete the following improvements: (Describe in Detail)

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: 

Western Surety Company  
Surety

By:   
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

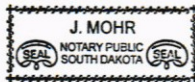
State of South Dakota  
County of Minnehaha

} ss

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).

<b>PRODUCER</b> The Buckner Company PO Box 51598 Idaho Falls ID 83405-1598		<b>CONTACT NAME:</b> Vickie Nelson <b>PHONE (A/C, No, Ext):</b> 208-656-7929 <b>E-MAIL ADDRESS:</b> vnelson@buckner.com <b>FAX (A/C, No):</b> 801-365-0888	
<b>INSURED</b> Conrad & Bischoff Inc. Hansen & Hansen, LLP PO Box 50106 Idaho Falls ID 83405-0106		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Employers Mutual Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
CONR&BI-01		NAIC # 21415	

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			5X54112	10/4/2016	10/4/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE 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

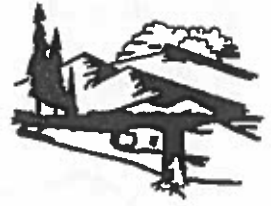
Town of Jackson ATTN: Town Engineer PO Box 1687 Jackson WY 83001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

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# Department of Environmental Quality

To protect, conserve and enhance the quality of Wyoming's environment for the benefit of current and future generations.



Matt Mead, Governor

Todd Parfitt, Director

## NOTIFICATION OF COVERAGE

July 28, 2017

Zane Powell  
Hansen and Hansen, LLP  
P.O. Box 50106  
Idaho Falls, ID 83405

RE: Hidden Hollow Water and Sewer Project, Permit Number: 17-108, NW ¼ SW ¼, Section 27, T41N, R116W, (Latitude 43.484, Longitude -110.759), Teton County

Dear Mr. Powell:

This project consists of installing 6-inch and 8-inch sewer main and 8-inch water main to serve 13 single family residences, 20 townhouses, and 5 apartment buildings on property that was formerly the site used by the U.S. Forest Service for employee housing. The above application for coverage under General Permits to Construct the extension of an existing sewer collection system has been reviewed in accordance with Chapter 3, Section 7; Chapter 11, Section 9; and Chapter 12, Section 14 of the Wyoming Water Quality Rules and Regulations and is hereby approved.

A variance was requested from Chapter 11, Section 9 (c)(i)(C) which requires a minimum slope of 0.004 ft/ft for 8-inch pipe. A variance from this regulation is granted based upon Policy 13.9.13. The construction of the sewer line will satisfy Policy 13.9.13 by the following provisions: 1) Pipe constructed of ASTM D3034 SDR 35 PVC pipe, 2) the sewer grade will be established by a laser, 3) The pipe will be bedded with Type 1 bedding material using Type A Trench Backfill methods or cement treated fill, 4) the sewer line will be constructed under full time inspection, and 5) the Town has sent a letter stating their acceptance of the design.

You are authorized to construct, the facilities in accordance with the general permits and the materials submitted in your application package. Your attention is directed to the mandatory reporting requirements outlined in Part V, Section O of the General Permit. These General Permit requirements can be downloaded from the Wyoming Department of Environmental Quality webpage. The General Permits can be found under the Water Quality Division Water and Wastewater Program, Engineering and Technical Services at:

<http://deq.wyoming.gov/wqd/resources/recent-general-permit-authorizations/>

Lander Field Office • 510 Meadowview Drive • Lander, WY 82520 • <http://deq.state.wy.us>

ABANDONED MINES  
(307) 332-5085  
FAX 332-7726

AIR QUALITY  
(307) 332-6755  
FAX 332-7726

LAND QUALITY  
(307) 332-3047  
FAX 332-7726

SOLID & HAZARDOUS WASTE  
(307) 332-6924  
FAX 332-7726

WATER QUALITY  
(307) 332-3144  
FAX 332-7726





If you have any questions, please contact me at 307-335-6961.

Sincerely,

A handwritten signature in black ink that reads "James Brough". The signature is fluid and cursive, with the first name "James" and last name "Brough" clearly legible.

James Brough, P.E.  
Northwest District Engineer  
Water Quality Division

xc: Thomas Kirsten, Jorgensen Associates, P.O. Box 9550, Jackson, WY 83002  
✓ Brian Lenz, Town of Jackson, P.O. Box 1687, Jackson, WY 83001  
PDF to Cheyenne

## CERTIFICATION OF COMPLETION

In accordance with the condition of the Wyoming Department of Environmental Quality/Water Quality Division Permit to Construct No. 17-108, requiring submittal of this Certification of Completion within sixty (60) days of completion of the facility, I hereby certify:

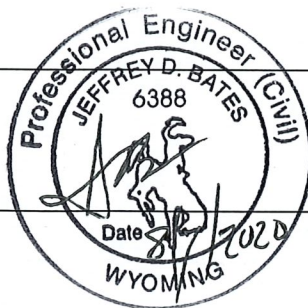
1. Construction of the permitted facility was completed on 5-1-19 and the facility was placed in operation on 7-15-19 (DATE).
2. Construction was completed in accordance with the following: (Check the appropriate option)
  - ☒ The facility was constructed in compliance with all terms and conditions of the permit including the design report, plans and specifications, design data or other information submitted in support of the application.
  - ☐ The facility was constructed with changes or modifications in accordance with the provisions of Section 11, Chapter 3, Wyoming Water Quality Rules and Regulations. As-built plans and specifications, certified by a registered professional engineer (certification by an engineer is not required if the original application was not certified by an engineer) are enclosed.

Zane Powell  
Facility Owner (print or type)

*Zane J. Powell* Date 8/6/2020  
Owners Signature

Jeff Bates, PE  
Engineer (print or type)

Engineers Signature



Date 8/7/20

**U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
AMENDMENT  
FOR**

**SPECIAL-USE AUTHORIZATION**

**Amendment#: 1**

This amendment is attached to and made a part of the special use authorization for a Water Transmission Pipeline issued to JACKSON, TOWN OF on 07/07/2017 which is hereby amended as follows:

**On page 1 of the permit, remove paragraphs 2, 3 and 4 and replace with the following:**

**This permit covers .31 acres in the 6<sup>TH</sup> PRINCIPAL MERIDIAN, T. 41 N., R. 116 W., Sec. 27, ("the permit area"), as shown on the maps attached as Exhibit B. This permit is issued for the purpose of:**

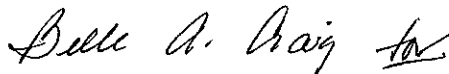
**Construction, operation and maintenance of 8" diameter water line buried beneath Rosencrans Lane from the intersection with N. Cache and running east 556 feet to the property boundary. Turning north at the east USFS property boundary and running north 156 feet to end at the north USFS boundary as shown on the attached map.**

**ROW for the Rosencrans waterline = 556 ft. long x 20 ft. wide = 11,120 sq. ft. or 0.26 acres. ROW for east boundary waterline = 156 ft. long x 15 ft. wide = 2,340 sq. ft. or 0.05 acres. Total acreage = 0.31**

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



**PATRICIA M. O'CONNOR**, Forest Supervisor

2/21/18

Date

2/28/18

Date

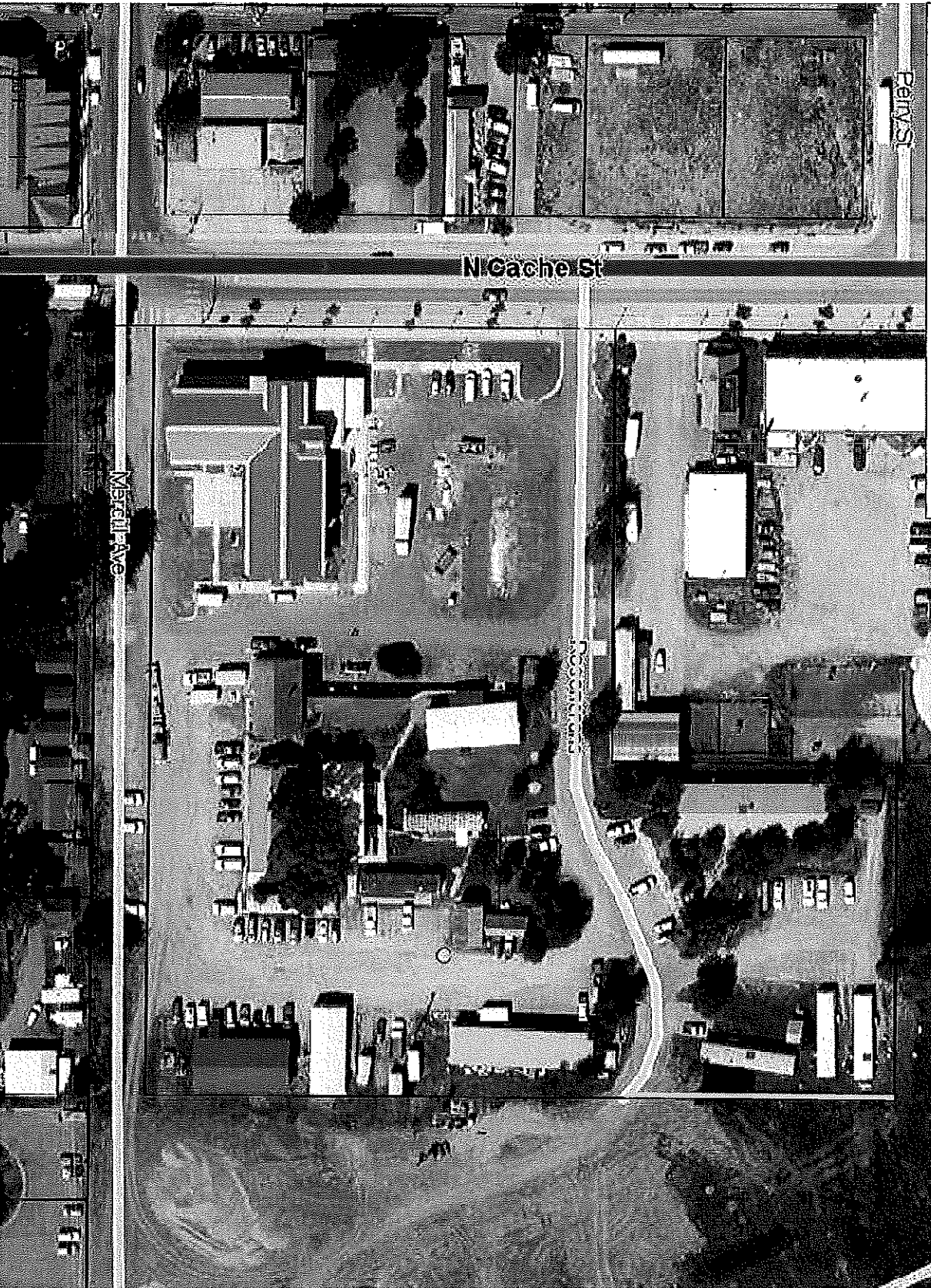
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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.

Exhibit B  
Permittee: Town of Jackson  
Permit #: JAC103308  
Type of Use: 915-Water Transmission Pipeline <12" D



Long: -110° 45' 37.9" Lat: 43° 29' 02.5"  
Long: -110.7605° Lat: 43.484°

NAD83 UTM Zone 12  
X = 519364 Y = 4814556

Scale 1 : 1125  
Greentree Mapping, Inc.

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 "PEALS 578" WITH OTHER APPROPRIATE MARKINGS

3-1/4" DIAMETER BRASS CAP INSCRIBED "RUS 164" WITH OTHER APPROPRIATE MARKINGS

CALCULATED CORNER

PROPERTY LINE

EASEMENT

ORIGINAL JAC103308  
APPROXIMATELY 13.763 SF, 0.268 ACRES

AMENDMENT #1 SUP AREA  
APPROXIMATELY 2,050 SF, 0.047 ACRES

WYOMING GAME & FISH COMMISSION  
BK348P830

CONNECT TO EXISTING TO MAIN,  
VERIFY LOCATION IN FIELD. MAIN'S  
LOCATION IS APPROXIMATE

USFS HYDRANT

8" FIRE SERVICE TO  
USFS BUILDING

20.00' (10' EACH  
SIDE OF  
CENTERLINE)  
700' ± PROPOSED 8" PVC  
WATERMAIN WITHIN PROPERTY

EXISTING WATER METER TO BE  
MOVED OR REPLACED

US FOREST SERVICE  
BK30248

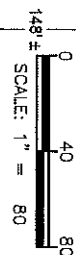
WATER SERVICE  
TO REMAIN

US FOREST SERVICE  
BK30248

15' WEST OF  
PROPERTY LINE

HANSEN & HANSEN, LLP  
BK910P186-191

HANSEN & HANSEN, LLP  
BK910P186-191



PROJECT NUMBER: 16016.05

MAP PREPARED: 12/05/2017

PREPARED BY: KS

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

KUDAR ENTERPRISES, INC.  
BK100P744

APPENDIX A  
ILLUSTRATIVE MAP  
FOR SPECIAL USE PERMIT

AMENDMENT #1 TO JAC103308

NW1/4 SW1/4 SECTION 27

T40N, R116W, 6th P.M.

TETON COUNTY, WYOMING

- NOTE:
1. THIS EXHIBIT ILLUSTRATES CURRENT UTILITY DESIGN AND MAY BE SUBJECT TO CHANGE.
  2. 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 EXISTING UTILITIES.
  3. WATER SERVICE LINES SHOWN ARE BASED ON THE BEST AVAILABLE DATA. ALL USFS SERVICE LINES SHALL REMAIN.

NORTH CACHE STREET /  
US HIGHWAYS 26 89 191

MERCILL AVENUE

USFS BOUNDARY

USFS BOUNDARY



NORTH CACHE STREET / US HIGHWAYS 26 89 191

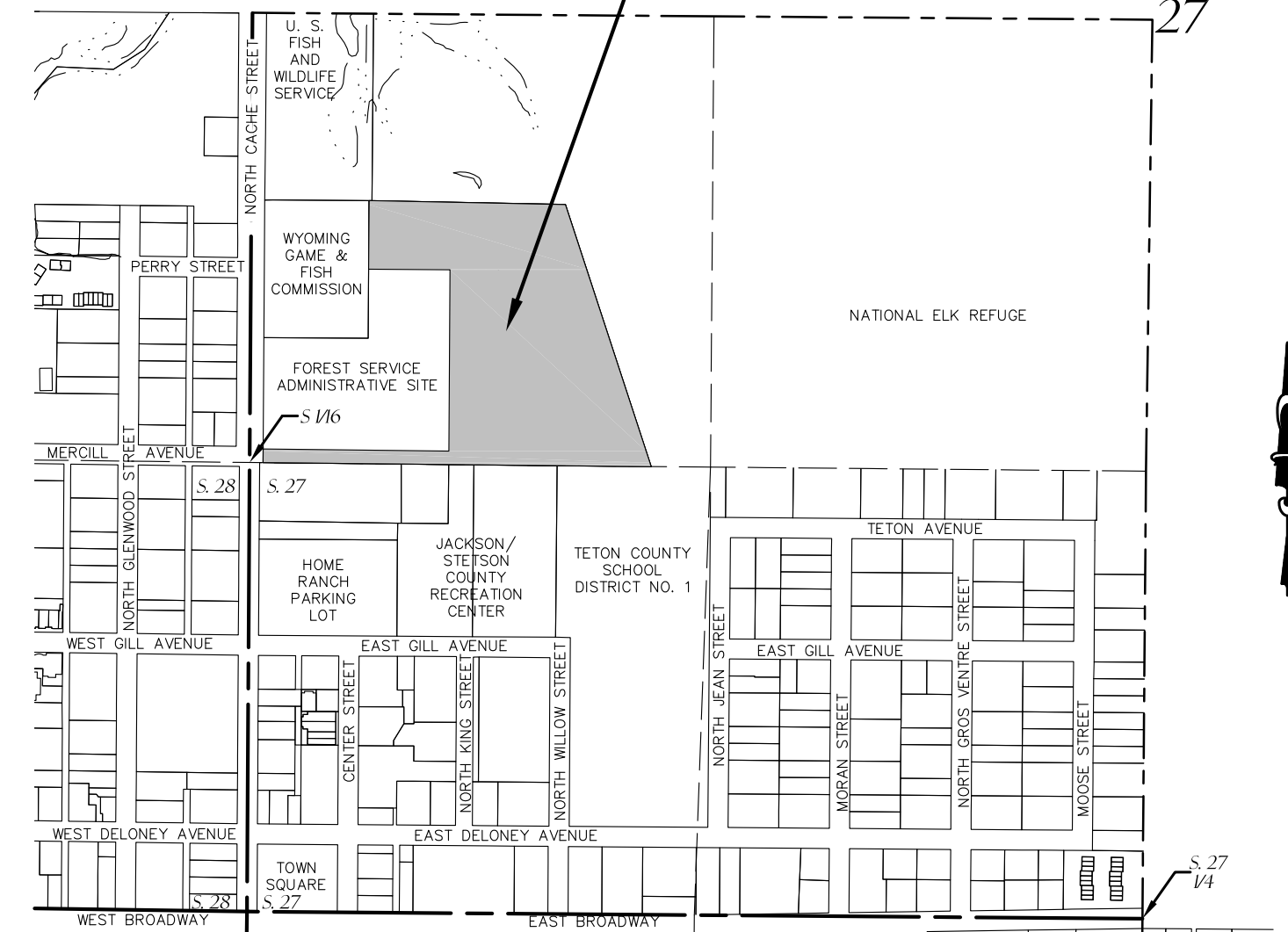
USA  
FISH & WILDLIFE SERVICE  
NORTH PARK  
BK814P274-276

WYOMING GAME & FISH COMMISSION  
BK348P830

USA  
FISH & WILDLIFE SERVICE  
NATIONAL ELK REFUGE  
BK814P274-276

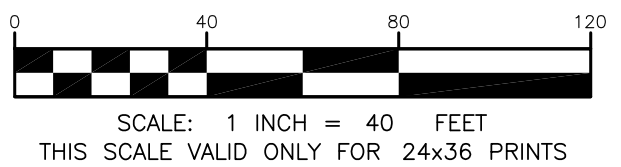
USA  
FISH & WILDLIFE SERVICE  
NATIONAL ELK REFUGE  
BK814P274-276

SUBJECT PROPERTY



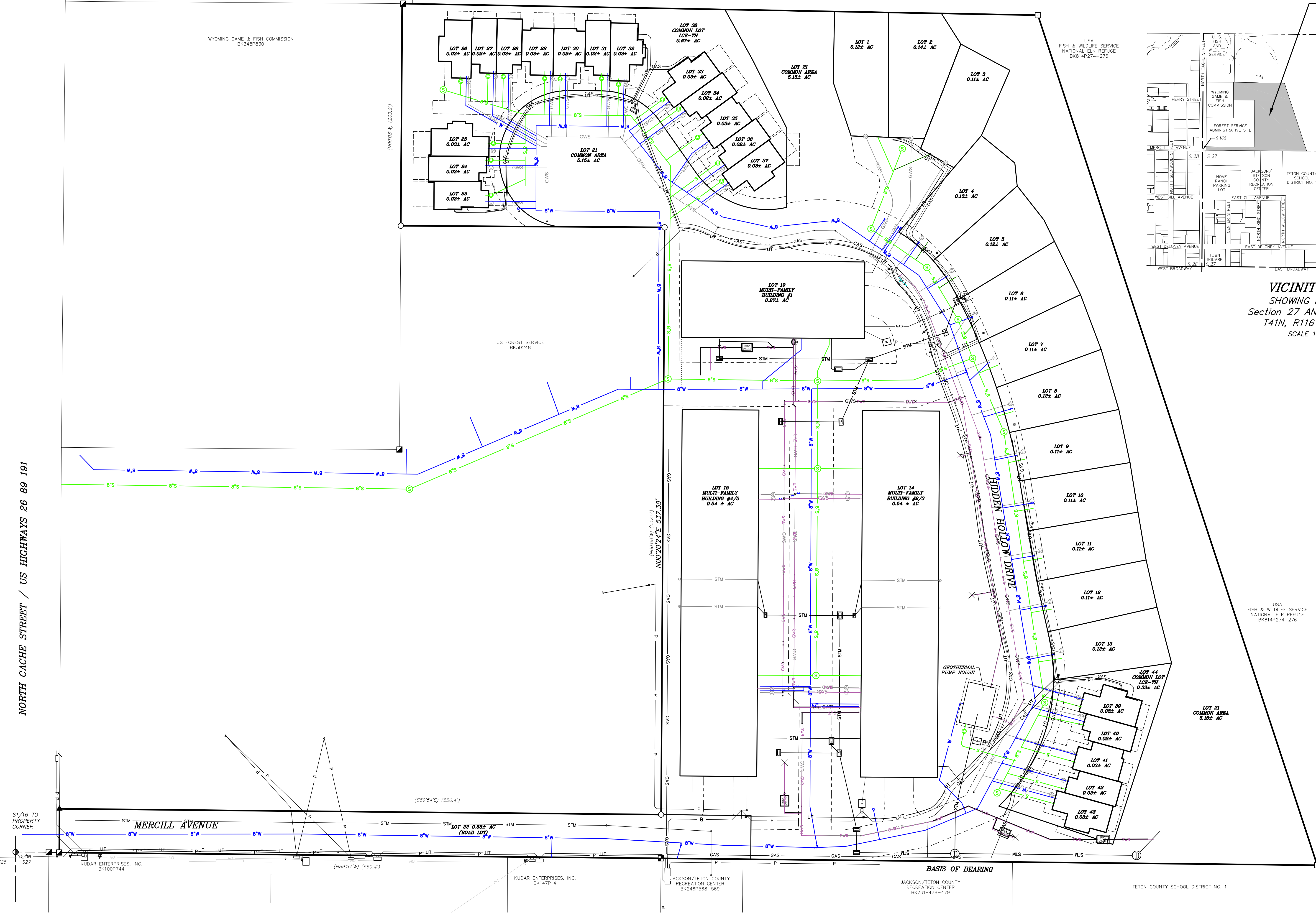
**VICINITY MAP**  
SHOWING PARTS OF  
Section 27 AND SECTION 28  
T41N, R116W, 6th P.M.  
SCALE 1"=500'

USA  
FISH & WILDLIFE SERVICE  
NATIONAL ELK REFUGE  
BK814P274-276



**HIDDEN HOLLOW  
UTILITY MAP**

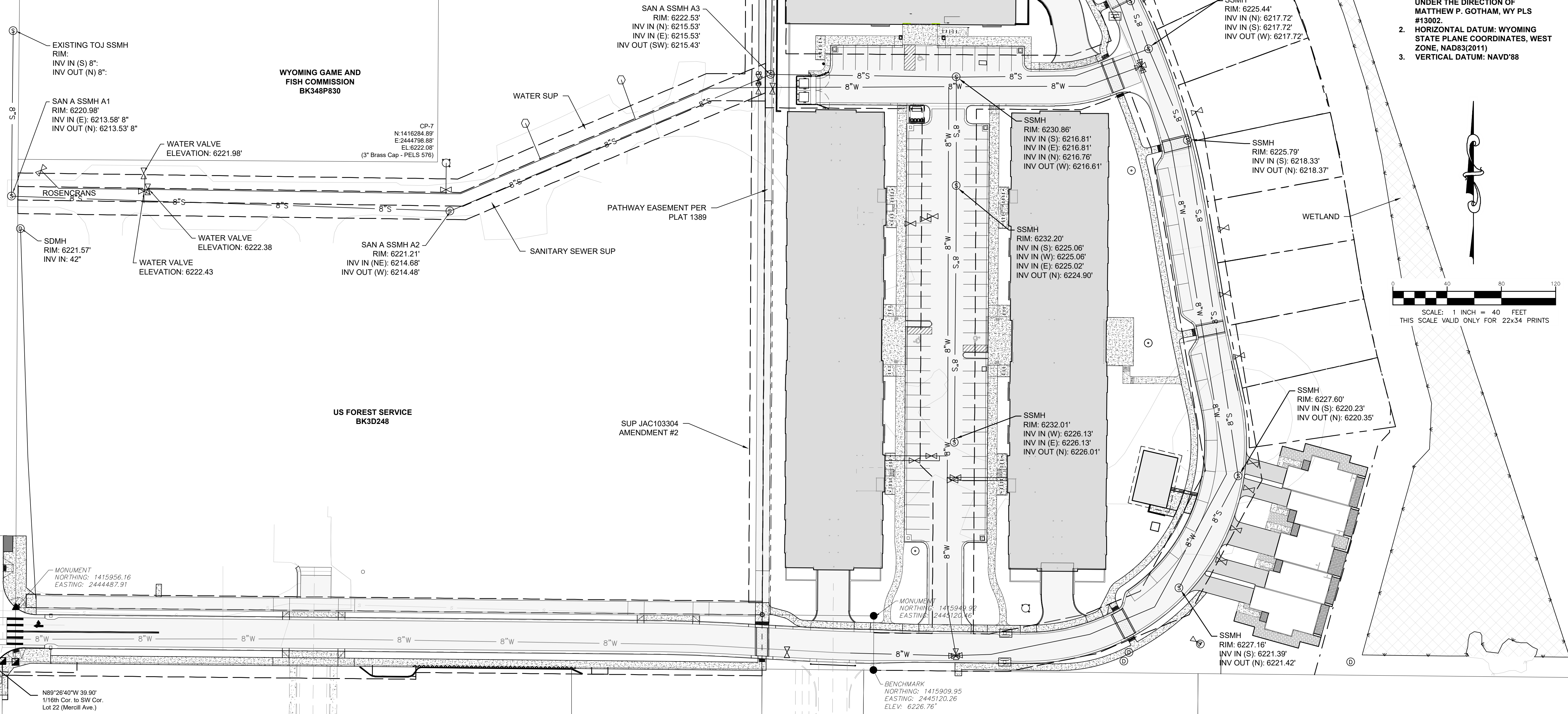
LOCATED WITHIN THE  
NW1/4 SW1/4 Section 27  
T41N, R116W, 6th P.M.  
Teton County, Wyoming  
Sheet 1 of 1





NORTH CACHE STREET / US HIGHWAYS 26 89 191

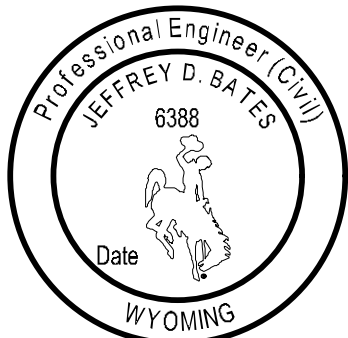
- =LEGEND=
- 5/8" DIAMETER REINFORCING STEEL BAR WITH 2" DIAMETER ALUMINUM CAP INSCRIBED "JORGENSEN ASSOCIATES PLS 8469"
  - 3-1/4" DIAMETER ALUMINUM CAP INSCRIBED "US DEPT. OF AGRICULTURE FOREST SERVICE 2012 PLS 7049"
  - ▲ 5/8" DIAMETER REINFORCING STEEL BAR WITH 2" DIAMETER ALUMINUM CAP INSCRIBED "JORGENSEN ASSOCIATES PLS 8469"
  - CERTIFIED LAND CORNER OF RECORD, WATER VALVE BOX
  - 3" DIAMETER BRASS CAP INSCRIBED "PE&LS 578"
  - 3-1/4" DIAMETER BRASS CAP INSCRIBED "1967 RLS 164"
  - PARCEL BOUNDARY
  - EASEMENT/USFS SUP, AS NOTED
  - EDGE OF PAVEMENT
  - FLOWLINE
  - TOP BACK OF CURB
  - 8" SEWER LINE
  - S SEWER MANHOLE
  - S STORM WATER INLET
  - W STORM WATER MANHOLE
  - W WATER LINE
  - 8" W 8" WATER LINE
  - △ WATER VALVE
  - FIRE HYDRANT
  - WATER CURBSTOP
  - GEOTHERMAL WELL



## CERTIFICATE OF ENGINEER

State of Wyoming )  
County of Teton ) SS

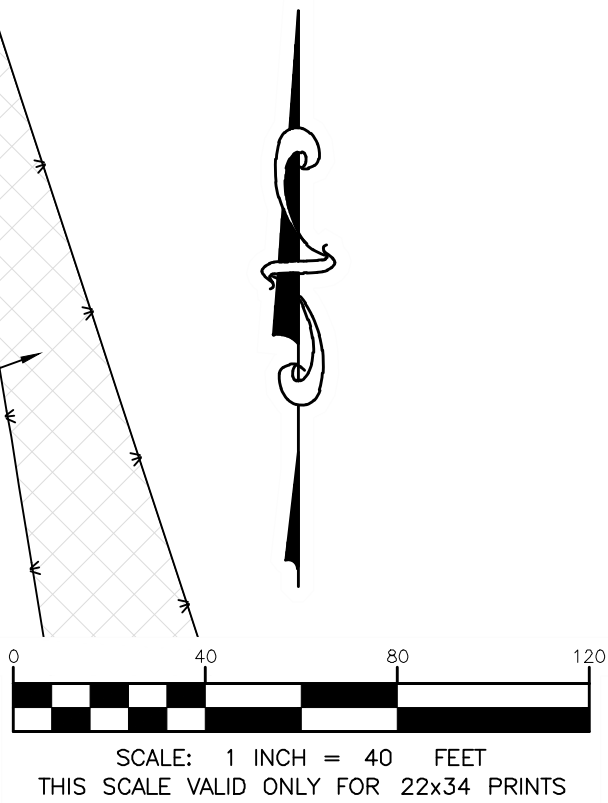
I, Jeff Bates, of Jackson, Wyoming, do hereby certify that I am a licensed Wyoming Engineer, and affirm that all appurtenances such as the property monuments, power and communication utilities, road, curb and gutter, sidewalks, signage, and water distribution system was designed and installed within Lot 22 of Hidden Hollow 1st Addition to the Town of Jackson, Plat #1389 and meets all applicable Town of Jackson, County, State, and Federal requirements, and that said appurtenances are located as generally depicted on this record drawing of said Lot 22.



Jeffrey Bates Wyoming PE 6388

### NOTES:

- RECORD DRAWING WAS PERFORMED IN OCTOBER, 2019 UNDER THE DIRECTION OF MATTHEW P. GOTHAM, WY PLS #13002.
- HORIZONTAL DATUM: WYOMING STATE PLANE COORDINATES, WEST ZONE, NAD83(2011)
- VERTICAL DATUM: NAVD'88



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

SHEET TITLE:  
HIDDEN HOLLOW DR. & ROSENCRANS DR.  
RECORD DRAWINGS

DRAFTED BY:	KB
REVIEWED BY:	JB
PLAN VERSION	DATE
ISSUED FOR CONST	10/13/2017
RECORD DRAWINGS	09/02/2020

PROJECT NUMBER  
16016

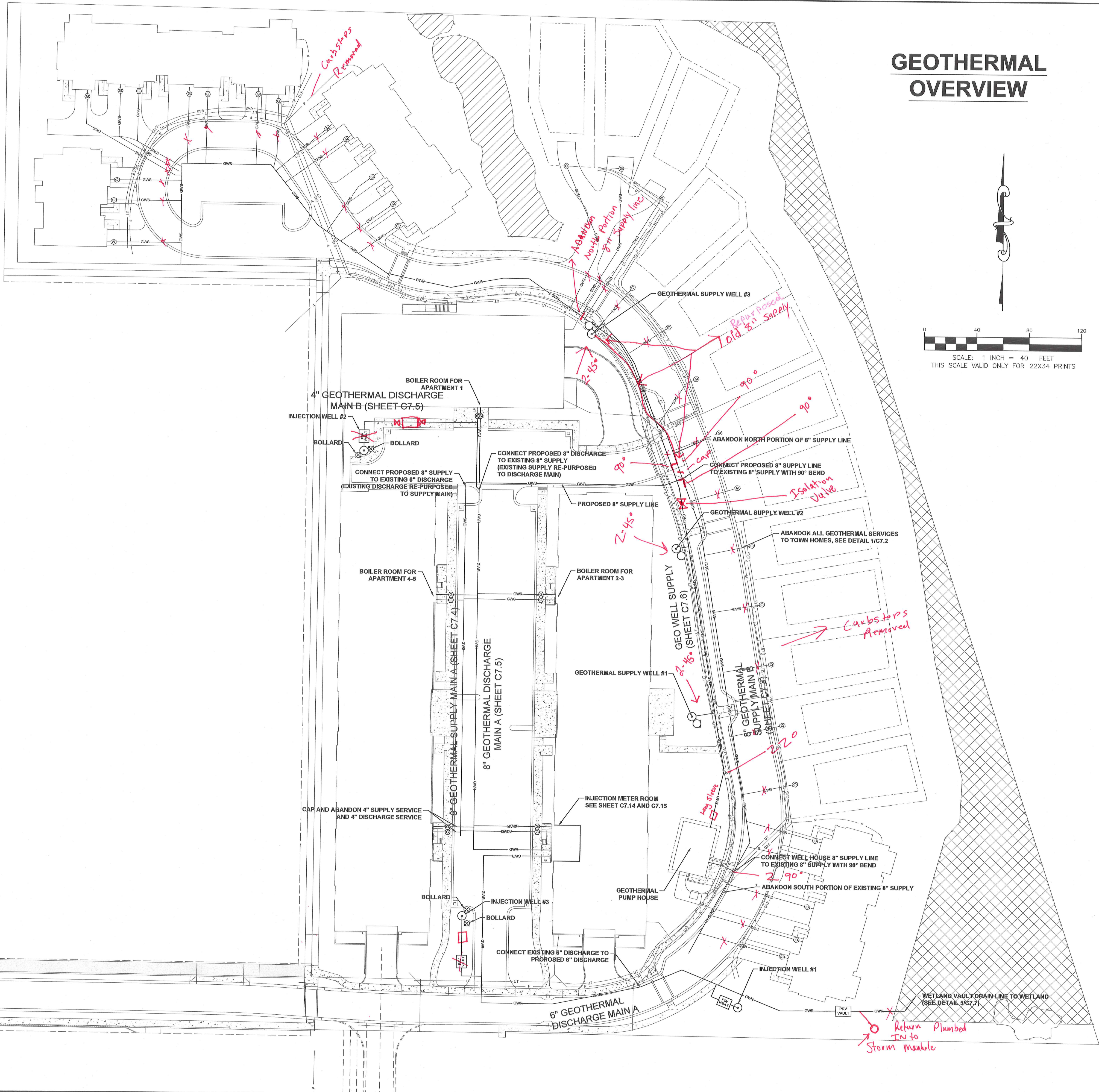
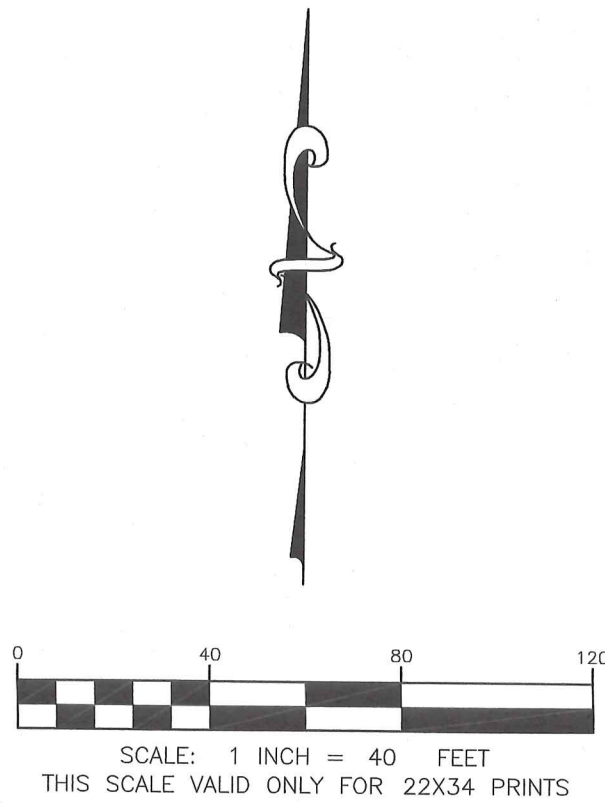
SHEET  
AS-BUILT



GEOTHERMAL INSTALLATION NOTES:

- PORTIONS OF GEOTHERMAL DISTRIBUTION WERE INSTALLED AS PART OF PHASE 1A & PHASE 1B OF THE HIDDEN HOLLOW DEVELOPMENT MARKED PRELIMINARY IN THOSE PHASES. REFERENCE THE FOLLOWING PLANS:
  - HIDDEN HOLLOW; HANSEN AND HANSEN, LLP; PHASE 1A CONSTRUCTION DOCUMENTS; ISSUED FOR CONSTRUCTION 10/13/2017 & SUBSEQUENT REVISIONS
  - HIDDEN HOLLOW; HANSEN AND HANSEN, LLP; PHASE 1B GRADING AND EROSION CONTROL PLAN; 10/13/2017 & SUBSEQUENT REVISIONS
- THIS PLAN SET INCORPORATES AS CONSTRUCTED COMPONENTS OF THE GEOTHERMAL SYSTEM TO THIS POINT & THE FINAL DESIGN COMPONENTS TO COMPLETE THE INSTALLATION OF THE SYSTEM. THIS PLAN SET SURPLANTS ALL DESIGN SHOWN IN PAST PLAN SETS REGARDING THE GEOTHERMAL SYSTEM
- ALL GEOTHERMAL MAINS SHALL BE DR18 C900 PVC PIPE CONFORMING TO THE PROVISIONS OF AWWA RECOMMENDED SPECIFICATIONS C900, CURRENT REVISIONS, AND ALL INSTALLATION SHALL BE IN STRICT COMPLIANCE WITH THE MANUFACTURER'S DIRECTIONS.
- SERVICE LINES ARE TO BE POLYETHYLENE, SIZED PER PLANS. LARGER SERVICES >2", SHALL BE DR-18 C900 PIPE.
- GEOTHERMAL LINES (SUPPLY AND DISCHARGE) SHALL BE INSTALLED WITH TRACE WIRE FOR LOCATING PURPOSES. TRACE WIRE TO BE INSTALLED PER SPECIFICATIONS AND INCLUDE AN ABOVE GROUND ACCESS BOX MANUFACTURED FOR THE USE IN TRACE WIRE INSTALLATION.
- GEOTHERMAL LINES ARE TO BE CONSTRUCTED IN THE SAME MANNER AS WATER LINES WITH THE EXCEPTION OF THE FOLLOWING:
  - GEOTHERMAL VALVES AND CURB STOPS COVERS SHALL NOT BE MARKED WATER. ALL TRACE WIRE AND ABOVE GROUND ACCESS BOXES SHALL BE INSTALLED PER THE APWA UNIFORM COLOR CODE (GEOTHERMAL = PURPLE).
- ALL FITTINGS SHALL BE MECHANICAL JOINTS WITH JOINT RESTRAINT AND THRUST BLOCKS INSTALLED PER DETAILS AND SPECIFICATIONS.
- ALL FITTINGS SHALL HAVE STAINLESS STEEL OR CORROSIVE RESISTANT BOLTS AND BE "POLY WRAPPED".
- PIPE JOINT DEFLECTION ALLOWED TO MAINTAIN ALIGNMENT. STAB PIPE IN LINE THEN DEFLECT PIPE, ONLY AT JOINT. MAX DEFLECTION 2.5 DEGREES. 2.5 DEGREES IS 12" FOR A 20 LINEAR FOOT LENGTH OF PIPE.
- ALL GEOTHERMAL PIPE TO BE INSTALLED AND TESTED PER WPVSS. REFERENCE DIVISION 1 AND 2 OF THE WPVSS MOST CURRENT EDITION. ALL TEST SHALL BE CONDUCTED IN THE PRESENCE OF THE ENGINEER. ANY REMEDY OF DEFECTS SHALL BE CARRIED OUT AT THE CONTRACTORS EXPENSE.

GEOTHERMAL OVERVIEW



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

SHEET TITLE:  
GEOTHERMAL OVERVIEW

DRAFTED BY:	AB, RW
REVIEWED BY:	AMP
PLAN VERSION	DATE
GEC	06/22/2017
ISSUED FOR CONST.	10/13/2017
REVISION 1	11/17/2017
REVISION 2	3/21/2019
REVISION 3	3/29/2019

PROJECT NUMBER  
16016  
SHEET  
C7.0

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

Professional Engineer  
ABRAM M. PEARCE  
15830  
Date: 3/29/2019  
WYOMING





## Hidden Hollow Sewer and Water Line Testing Summary

Field Reports Available Upon Request

Date	Test	Station	Result	Comments
4/26/2018	Sewer line air pressure test	D3 to D4	Pass	Line held 4lbs for 4 minutes.
5/24/2018	Sewer line air pressure test	B6 to D3	Pass	Lines held 4lbs for 4 minutes. All services included
		B3 to A3	Pass	
		A3 to A4	Pass	
5/30/2018	Sewer line air pressure test	A4 to A7	Pass	
6/1/2018	Hydro static waterline A	0+00 to 12+90	Pass	No loss observed
6/27/2018	Sewer line air pressure test	A0 to A3	Pass	Line held 4lbs for 4 minutes.
6/28/2018	Sewer line video	A0 to A3		Flash drive with video sent to TOJ
7/19/2018	Hydro static waterline C	0+00 to 5+55	Pass	Services included from main line to curb stop. No loss observed.
	Hydro static waterline A	12+90 to 21+45	Pass	
	Sewer line C air pressure test	0+00 to C2	pass	Line held 4lbs for 4 minutes.
7/24/2018	Hydro static waterline A, B, & C	(A)12+90 to 19+00 (B)0+00 to 4+11 © 8+36 to 5+55	Pass	All services except bldgs 2/3 and 4/5 were included from main line to curb stop. 2.5lbs loss observed. (5lbs acceptable)
7/17/2019	Hydro static geothermal		Pass	Geothermal system from the pump house to the wetland.
7/19/2019	Hydro static geothermal		Pass	Well supply line south of isolation valve to pump house.
7/23/2019	Hydro static geothermal		Pass	Well supply line north of isolation valve to well 3.
7/23/2019	Fire hydrant flush	A-1		
7/23/2019	Fire hydrant flush	C-2		Bolt broke after flushing-will be repaired
7/23/2019	Fire hydrant flush	A-2		
7/23/2019	Manhole leakage test	SSMH A-1	Pass	No appreciable loss was observed-less than 1/8" in four hours
7/24/2019	Manhole leakage test	SSMH A-2, A-3	Pass	
7/25/2019	Manhole leakage test	SSMH C-1, C-2	Pass	
4/20/2020	Manhole leakage test	SSMH A-7, D-3	Pass	
4/21/2020	Manhole leakage test	SSMH D-2, E-1, B-4	Pass	
4/22/2020	Manhole leakage test	SSMF B-5, B-6, D-1, D-4, A-4	Pass	
4/24/2020	Manhole leakage test	SSMH B-2, B-3	Pass	
6/10/2020	Manhole leakage test	SSMH A-6	Pass	
6/18/2020	Manhole leakage test	SSMH A-5	Pass	
6/22/2020	Manhole leakage test	SSMH A-4	Pass	

From: Sara Budge 307-834-4444  
Subject: Water Sample Report for Depatco -  
Date: Aug 1, 2018 at 1:16:57 PM  
To: Tyler Robertson 307-834-4444

**BACTERIOLOGICAL WATER ANALYSIS**  
**USEPA Certified Water Laboratory**

Teton County Public Health

PHONE: (307)

FAX: (307)

Facility Name:	Depatco
Facility Type:	Public
Type Sample:	Routine Sample
EPA Number:	
Sample Location:	Hidden Hollows Subdivison
Location Specifics:	hydrent # A1
Physical Address:	60 Rosencrants
Chlorine Residual:	ppm
pH:	
Collected By:	Tyler Robertson
Collected Date/Time:	07/31/2018 10:10 AM
Send Report To:	Tyler Robertson 2205 E 200 N St St Anthony, ID, 83445

HealthSpace ID:	SBUE-B37VD6
Lab ID:	1180
Date Received:	08/31/2018 03:00 PM
Sample Condition:	Good
Date Analyzed:	08/31/2018 03:00 PM
Type of Test:	Colilert-18
<b>Final Analysis:</b>	<b>Safe</b>
Comments:	paid CC

Parameter	Result	Final Result
Total Bacterial Count :		
Total Coliform : Yes		Negative
Fecal Coliform:		
E. Coli: Yes		Negative
Pseudomonas:		
Other:		

07/31/2018  
Date Reported

#### DRINKING WATER

Coliform bacteria are naturally present in the environment. Their occurrence in drinking water can indicate the presence of potentially



harmful bacteria. E. coli may indicate contamination with animal (including human) wastes. Microbes in these wastes can cause diarrhea, cramps, nausea, headaches, or other symptoms. They may pose a special health risk for infants, young children, and people with severely compromised immune systems.

**Public Water Systems:** If a regular sample for any sampling period is found to be unsafe, please contact the Region 8 EPA or your regulatory authority to determine your resampling responsibilities.

Karen Schmitter <[kschmitter@jorgensenassociates.com](mailto:kschmitter@jorgensenassociates.com)>**FW: Water Sample Report for Depatco -**

1 message

**Tyler Robertson** <[tylerr@depatco.com](mailto:tylerr@depatco.com)>  
To: Karen Schmitter <[kschmitter@jorgensenassociates.com](mailto:kschmitter@jorgensenassociates.com)>

Wed, Aug 8, 2018 at 1:05 PM

Sent from [Mail](#) for Windows 10

**From:** Sara Budge  
**Sent:** Wednesday, August 8, 2018 12:56 PM  
**To:** [TylerR@Depatco.com](mailto:TylerR@Depatco.com)  
**Subject:** Water Sample Report for Depatco -

cid:1\_\_=88BB0870DFFE93  
C58f9e8a93d@healthspace  
.ca

**BACTERIOLOGICAL WATER ANALYSIS  
USEPA Certified Water Laboratory**

Teton County Public Health

PHONE: (307)

FAX: (307)

Facility Name:	Depatco
Facility Type:	Public
Type Sample:	<a href="#">Repeat Sample</a>
EPA Number:	
Sample Location:	Hidden Hollows Subdivision

Location Specifics:	hydrent #3 (A2)
Physical Address:	60 Rosencrants
Chlorine Residual:	ppm
pH:	
Collected By:	Tyler Robertson
Collected Date/Time:	08/07/2018 01:15 PM
Send Report To:	Tyler Robertson 2205 E 200 N St St Anthony, ID, 83445

HealthSpace ID:	SBUE-B3EUVU
Lab ID:	1289
Date Received:	08/07/2018 03:00 PM
Sample Condition:	Good



Date Analyzed:	08/07/2018 03:00 PM
Type of Test:	Colilert-18
<b>Final Analysis:</b>	<b>Safe</b>
Comments:	triggered GWR, paid CC

Parameter	Result	Final Result
Total Bacterial Count :		
Total Coliform : Yes		Negative
Fecal Coliform:		
E. Coli: Yes		Negative
Pseudomonas:		
Other:		

08/08/2018

Date Reported

## DRINKING WATER

Coliform bacteria are naturally present in the environment. Their occurrence in drinking water can indicate the presence of potentially harmful bacteria. E. coli may indicate contamination with animal (including human) wastes. Microbes in these wastes can cause diarrhea, cramps, nausea, headaches, or other symptoms. They may pose a special health risk for infants, young children, and people with severely compromised immune systems.

Public Water Systems: If a regular sample for any sampling period is found to be unsafe, please contact the Region 8 EPA or your regulatory authority to determine your resampling responsibilities.

From: Sara Budge [sara.budge@tetoncountyidaho.gov](mailto:sara.budge@tetoncountyidaho.gov)  
Subject: Water Sample Report for Depatco -  
Date: Aug 1, 2018 at 1:16:56 PM  
To: Tyler Robertson [Tyler.R@depotco.com](mailto:Tyler.R@depotco.com)

**BACTERIOLOGICAL WATER ANALYSIS**  
**USEPA Certified Water Laboratory**

Teton County Public Health

PHONE: (307)

FAX: (307)

Facility Name:	Depatco
Facility Type:	Public
Type Sample:	Routine Sample
EPA Number:	
Sample Location:	Hidden Hollows Subdivison
Location Specifics:	fire hydrant #A-2
Physical Address:	60 Rosencrants
Chlorine Residual:	ppm
pH:	
Collected By:	Tyler Robertson
Collected Date/Time:	07/31/2018 10:45 AM
Send Report To:	Tyler Robertson 2205 E 200 N St St Anthony, ID, 83445

HealthSpace ID:	SBUE-B37VEN
Lab ID:	1182
Date Received:	08/31/2018 03:00 PM
Sample Condition:	Good
Date Analyzed:	08/31/2018 03:00 PM
Type of Test:	Coliort-18
<b>Final Analysis:</b>	<b>Unsafe</b>
Comments:	paid cc

Parameter	Result	Final Result
Total Bacterial Count :		
Total Coliform : Yes		Positive
Fecal Coliform:		
E. Coll: Yes		Negative
Pseudomonas:		
Other:		

07/31/2018  
Date Reported

#### DRINKING WATER

Coliform bacteria are naturally present in the environment. Their occurrence in drinking water can indicate the presence of potentially



harmful bacteria. E. coli may indicate contamination with animal (including human) wastes. Microbes in these wastes can cause diarrhea, cramps, nausea, headaches, or other symptoms. They may pose a special health risk for infants, young children, and people with severely compromised immune systems.

**Public Water Systems:** If a regular sample for any sampling period is found to be unsafe, please contact the Region 8 EPA or your regulatory authority to determine your resampling responsibilities.

From: Sara Budge [Sara.Budge@tetoncountyidaho.gov](mailto:Sara.Budge@tetoncountyidaho.gov)  
Subject: Water Sample Report for Depatco -  
Date: Aug 1, 2018 at 1:16:58 PM  
To: Tyler Robertson [Tyler.Robertson@tetoncountyidaho.gov](mailto:Tyler.Robertson@tetoncountyidaho.gov)

**BACTERIOLOGICAL WATER ANALYSIS**  
**USEPA Certified Water Laboratory**

Teton County Public Health

PHONE: (307)

FAX: (307)

Facility Name:	Depatco
Facility Type:	Public
Type Sample:	Routine Sample
EPA Number:	
Sample Location:	Hidden Hollows Subdivison
Location Specifics:	fire hydrant C-2
Physical Address:	60 Rosencrants
Chlorine Residual:	ppm
pH:	
Collected By:	Tyler Robertson
Collected Date/Time:	07/30/2018 10:30 AM
Send Report To:	Tyler Robertson 2205 E 200 N St St Anthony, ID, 83445

HealthSpace ID:	SBUE-B37VDY
Lab ID:	1181
Date Received:	08/31/2018 03:00 PM
Sample Condition:	Good
Date Analyzed:	08/31/2018 03:00 PM
Type of Test:	ColiIert-18
<b>Final Analysis:</b>	<b>Safe</b>
Comments:	paid cc

Parameter	Result	Final Result
Total Bacterial Count :		
Total Coliform : Yes		Negative
Fecal Coliform:		
E. Coll: Yes		Negative
Pseudomonas:		
Other:		

07/31/2018  
Date Reported

#### DRINKING WATER

Coliform bacteria are naturally present in the environment. Their occurrence in drinking water can indicate the presence of potentially



harmful bacteria. E. coli may indicate contamination with animal (including human) wastes. Microbes in these wastes can cause diarrhea, cramps, nausea, headaches, or other symptoms. They may pose a special health risk for infants, young children, and people with severely compromised immune systems.

**Public Water Systems:** If a regular sample for any sampling period is found to be unsafe, please contact the Region 8 EPA or your regulatory authority to determine your resampling responsibilities.

## Karen Schmitter

**From:** Sara Budge <sara.budge@wyo.gov>  
**Sent:** Wednesday, June 13, 2018 2:39 PM  
**To:** TylerR@Depatco.com  
**Subject:** Water Sample Report for Depatco -



### BACTERIOLOGICAL WATER ANALYSIS USEPA Certified Water Laboratory

Teton County Public Health  
PHONE: (307)  
FAX: (307)

Facility Name:	Depatco
Facility Type:	Public
Type Sample:	Routine Sample
EPA Number:	
Sample Location:	Hidden Hollows Subdivison
Location Specifics:	Hydrent
Physical Address:	60 Rosencrants
Chlorine Residual:	41 ppm
pH:	
Collected By:	Tyler Robertson
Collected Date/Time:	06/12/2018 01:45 PM
Send Report To:	Tyler Robertson 2205 E 200 N St St Anthony, ID, 83445
HealthSpace ID:	SBUE-AZPQNA
Lab ID:	847
Date Received:	06/12/2018 04:00 PM
Sample Condition:	Good
Date Analyzed:	06/12/2018 04:00 PM
Type of Test:	Colilert-18

<b>Final Analysis:</b>	<b>Safe</b>	
Comments:		
Parameter	Result	Final Result
Total Bacterial Count :		
Total Coliform : Yes		Negative
Fecal Coliform:		
E. Coli: Yes		Negative
Pseudomonas:		
Other:		

06/13/2018  
Date Reported

#### DRINKING WATER

Coliform bacteria are naturally present in the environment. Their occurrence in drinking water can indicate the presence of potentially harmful bacteria. E. coli may indicate contamination with animal (including human) wastes. Microbes in these wastes can cause diarrhea, cramps, nausea, headaches, or other symptoms. They may pose a special health risk for infants, young children, and people with severely compromised immune systems.

Public Water Systems: If a regular sample for any sampling period is found to be unsafe, please contact the Region 8 EPA or your regulatory authority to determine your resampling responsibilities.



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