



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
- Joint Housing Dept

Teton County

- Planning Division

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

State of Wyoming

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

Federal Agencies

- Army Corp of Engineers

Utility Providers

- Qwest
- Lower Valley Energy
- Bresnan Communications

Special Districts

- START
- Jackson Hole Fire/EMS
- Irrigation Company

Date: September 27, 2021	REQUESTS:
Item #: P21-251	The applicant is submitting a request for a Basic Use Permit for whitewater and scenic rafting tour services at the property located at 180 Powderhorn Ln, legally known LOT 6, HORN ADDITION PIDN: 22-41-16-32-4-02-002
Planner: Tyler Valentine	For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.
Phone: 733-0440 ext. 1305	
Email: tvalentine@jacksonwy.gov	
Owner Pizza Hut of Jackson Hole, Inc. PO Box 3 Auburn, WY 83111	
Applicant Lewis & Clark – Karen Youngblood PO Box 720 Jackson, WY 83002	
Please respond by: October 11, 2021 (Sufficiency) October 18, 2021 (with Comments)	

Applicant

Lewis & Clark – Karen Youngblood
PO Box 720
Jackson, WY 83002

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



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application #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.com/200/Planning

Use Permit

Basic Use

Conditional Use

Special Use

Relief from the LDRs

Administrative Adjustment

Variance

Beneficial Use Determination

Appeal of an Admin. Decision

Physical Development

Sketch Plan

Development Plan

Design Review

Subdivision/Development Option

Subdivision Plat

Boundary Adjustment (replat)

Boundary Adjustment (no plat)

Development Option Plan

Interpretations

Formal Interpretation

Zoning Compliance Verification

Amendments to the LDRs

LDR Text Amendment

Map Amendment

Miscellaneous

Other: _____

Environmental Analysis

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

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

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

Have you attached the following?

Application Fee. Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

Notarized Letter of Authorization. A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.

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

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

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

Signature of Property Owner or Authorized Applicant/Agent

Date

Name Printed

Title



Town of Jackson Planning and Building Department

LETTER OF AUTHORIZATION NAMING APPLICANT AS OWNER'S AGENT

Pizza Hut of Jackson Hole, Inc., Daniel M. Hesse, President

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual

Being duly sworn, deposes and says that Pizza Hut of JH Inc is the owner in fee of the premises located at:

Name of property owner as listed on deed

Address of Premises: 180 Powderhorn Lane, Jackson, Wyoming

Legal Description: See attached lot 6, Horn addition

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Wyoming Rafting Adv. Inc DBA Lewis & Clark

Mailing address of Applicant/agent: P.O. Box 720 Jackson WY 83001

Email address of Applicant/agent: Lewis and Clark@Wyoming.com

Phone Number of Applicant/agent: 307-733-4022 or 307-730-4022

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified in this(these) application(s) at the premises listed above:

Development/Subdivision Plat Permit Application Building Permit Application

Public Right of Way Permit Grading and Erosion Control Permit

Demolition Permit Other (describe) BUP

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.

D. Hesse
Property Owner Signature

President

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

STATE OF Rhode Island)

) SS.

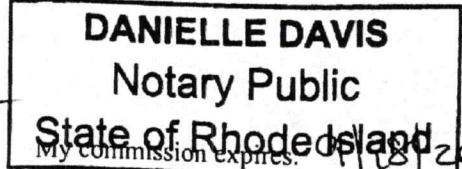
COUNTY OF Washington)

)

The foregoing instrument was acknowledged before me by Daniel Hesse this 1st day of September, 20 21.

WITNESS my hand and official seal.

Danielle Davis
Notary Public



BUP App

Lewis and Clark River Expeditions will continue to operate a Whitewater and Scenic rafting tour business at 180 Powderhorn Lane, the location formerly housing the Pizza Hut Restaurant. This use is an established commercial use in this zone CR 3, the designation Tour Operator/Outfitter is an allowable use in all commercial zones.

The applicant business has been operating since April of 1997 at 335 North Cache St (.15 acres, 1325 SF building) zoned DC. The new location/use is .81 acres with a 2636 SF building zoned CR-3.

No new physical development of 180 Powderhorn is proposed. Applicant will utilize existing structures, parking, utilities etc. No structural modifications nor major renovations are planned. Minor improvements to the interior of the building will include paint, flooring and installation of retail fixtures. A formal inspection will take place on September 27th to identify any possible defects to the roof, plumbing, electrical and foundation. Necessary repairs will be made over the winter with the business to open in the new location in May 2022.

Site Plan PDF Lewis & Clark Site Lot Use Plan

Floor Plan JPEG 180 Powderhorn Lane Floor Plan

Article 2

ARTICLE 2, COMPLETE NEIGHBORHOODS applicable zone

L. CR-3: Commercial Residential-3

SUBSECTION B, PHYSICAL DEVELOPMENT. Please see attached site plan for existing structure Location and Mass and Site Development. Fencing will be added along the back side yard to shield trash and recycling. There is existing landscaping which will be maintained and improved. Outdoor picnic tables and café tables will be added to create an outdoor waiting area. Parking lot will be blacktopped and restriped lot to clearly delineate parking areas and control flow of traffic.

Building Use: The building is essentially divided in half with approximately 1200 SF a commercial kitchen, restrooms and the remaining 1300 SF is open space, formerly the dining room. The kitchen was fully licensed at the closure of the restaurant in 2020. There is no plan to redevelop the kitchen. Fixtures include an existing vent hood, walk in refrigerator, freezer, commercial washing station, handwashing sink etc. While we do not currently offer meal trips and do not plan on offering them in the foreseeable future. It is possible that we may choose to utilize that kitchen at some time for the preparation of meals served in conjunction of our river trips, but never as a stand-alone restaurant. We have maintained a food license through Teton County Public Health for more than 20 years and would be subject to the requirements of maintaining certification for the food license.

The adjacent open area will be used for guest check in, retail and gear rental. This will require only non-structural cosmetic alterations. These include but are not limited to installation of a retail counter and retail fixtures, new light fixtures, flooring, and paint. Any electrical work will be performed by a licensed electrician to code. No changes will be made to plumbing, other than possible replacement of fixtures.

SUBSECTION C, ALLOWABLE USES Lewis & Clark is an outfitter / tour operator. As such the independent calculations for parking and employee housing are listed within this narrative separately.

SUBSECTION D, DEVELOPMENT OPTIONS. Not applicable

SUBSECTION E, ADDITIONAL ZONE-SPECIFIC STANDARDS. Applicant understands that the open storage of non-use vehicles and equipment is prohibited.

Section 6.2 Parking and Loading Standards

- The current site has 34 parking spaces in the lot and an additional 6 spaces of curb parking, 3 curb spaces on Alpine Lane and 3 curb spaces on Powderhorn Lane for a total of 41 spaces. In addition to designated parking there is a former drive through land that will be used as an area to load and unload buses and to park all the buses and trailers overnight.
- The maximum number of employees working on any peak season day is 14 (4 office, 4 drivers, 6 guides). Example: Summer of 2021, 4 employees carpooled in 2 cars, 4 employees rode their bikes to work. Whitewater guides often drive their own vehicles to the river. Typical number of cars parked for staff is 9-10 during peak season.
- Lewis & Clark will have 3 standard school buses (48 pax), 1 smaller bus (32 Pax), 2 raft trailers, and 3 vans parked on site. One van with a trailer is offsite the entire day as employee/raft transport to the river. The smaller bus hauls one trailer and is used throughout the day transporting Scenic float guests/rafts to and from the river. The 3 larger buses are used for transport of whitewater rafting trips. One bus is kept on site as a backup bus, the other two standard school buses alternate trips, and are not on site for more than 45 minutes at a time. The two smaller vans are used to transport smaller trips and pick up guests at lodging.
- Maximum number of guests during high season is approximately 40 for whitewater rafting and 10 or 20 for scenic floats (No more than 30 split between two departures in multiples of 10). About 25% of guests do not arrive in a car, (they are picked up by van or walk). 75% of guests arrive at our office in their own vehicles, averaging 4 guests per vehicle (7-8 cars). Of those approximately 1/3 choose to drive their own car to the river, parking in an approved Forest Service Parking Area. Some guests (approx. 15%) meet at the river without ever coming to our office, these are often large groups from the surrounding area or bus tours and may constitute a large portion or the entirety of a trip. The end result is that 60% of our whitewater guests park at our location for the duration of their trip. These guests will be parked on site for approximately 4 hours. Trips are staggered approximately every 2 hours between departures. This equation is 6 cars per whitewater trip parked for 4 hours with turnover happening every 4 hours. 10-14 cars parked at one time for whitewater rafting (2 different departures) and an additional 5-6 cars for scenic floats (average of 3 guests per car). Total parking required at one time is 16-23 spaces. There will be 25 parking spaces reserved for customer parking, with the additional 6 spaces on the street for overflow. Employee parking will be designated in the east of the lot. Buses, vans and trailer storage will be located on the north and north east corner side of the lot.
- One parking space will be reserved for 15-minute parking for walk in bookings and information.
- Two designated handicapped spaces.
- Trips times are staggered, and use is spread evenly throughout the day. Whitewater guests arrive ½ hour prior to trip departure park for their trip and leave the lot 3.5 hours later. Scenic guests arrive 15 minutes prior to departure and leave the lot 3 hours later. A peak use example:

Time/Trip	# Guests	Cars Park	Cars Depart the Lot	Cars on
-----------	----------	-----------	---------------------	---------

				Lot
7:30 Scenic	8	3	0	3
8:30 Whitewater	40	11	3 (drive to river)	11
9:00 Scenic	18	5	0	16
10:30 Whitewater	40	8	3 (drive to river)	21
10:45 Scenic Float	10	3	3 (7:30 scenic)	21
1:00 Whitewater	40	10	13 (8:30 WW+ 9:00 SC)	18
2:30 Scenic Float	20	4	8(10:30 WW+ 10:45 SC)	14
3:30 Whitewater	40	9	3 (drive to river)	20
4:00 Scenic Float	10	3	0	23

- Buses/vans will enter the site from the south entrance on Alpine Lane, make a left turn in the parking lot around the building to load and unload guests near the north entrance of the building. This lane can accommodate all company vehicle for overnight storage.

Section 6.3 Employee Housing Requirement

Calculation for housing mitigation: The credits available from the existing use as a restaurant location. From housing dept calculator: = 1.578 or .00599*2636SF

The LDR's refer to the following equation to determine housing units.

$$\text{Requirement (units per sf/room)} = [A/30/X^*Y] + [B/X^*Y] + [C/X^*Y] + [D/X^*Y]$$

Values for variable are defined below and were obtained from the 2013 Employee Generation by Land Use Study.

A: The number of construction workers needed to construct one SF of room of the use. = .001234

B: Post construction workers per SF = TBD

C: Number of Fire and Emergency Medical Personnel per SF = .000001

D: Number of Law Enforcement Personnel per SF = .000003

X: Average number of workers in the household of an employee in recreation industry: 2

Y: Percentage of workers in recreation industry who cannot afford market housing: 8.4%

(x*y for various uses is so similar so as not to matter: the difference between the high and low factors is 0.0001 housing unit per square foot)

Variable B as determined by Town of Jackson Employee Generation Land Use Study 2013

Restaurant= .003911,

outdoor recreation businesses = .001006

Outfitter/Tour Operator =TBD as required by the LDR's

B. Independent Calculation Where applicable, an independent calculation shall establish the amount of affordable workforce housing required.

1. Applicability

- i. A calculation for the proposed use is not established in 6.3.3.A; this section does not include a value for tour operator/outfitters and specifically designates an independent calculation be made.
- ii. A proposed use does not rely on floor area. Rafting businesses are subject to Teton County and BTNJ Forest Service permits. These permits dictate the maximum business opportunity each day. The applicants maximum allowable use has not changed from the day we were permitted in 1994. The floor area of our operation is inconsequential and has no bearing on our revenue or the number of employees needed. The history of the business illustrates that use is not related to the floor area of the building. The independent calculations required are Floor Area and industry average of FTE models for owner/operated rafting companies in Teton County.

The applicant business "Lewis & Clark River Expeditions" was established in 1971. The business has been in multiple locations of varying sizes over the last 50 years. In the late 80's the location was cabin on the corner of Gill & Glenwood (700 SF). In 1994 three of the four whitewater permits were secured by applicants who operated for 3 years out of a 150 SF tent on the deck of the Alpine Slide building at Snow King Resort (1994-1996). The business then moved to its most recent location at 335 N. Cache (1325 SF). After years of pressure from a developer and years of looking for an available commercial location, a lease was negotiated for 180 Powderhorn Lane (2636 SF). Limited commercial leasing opportunities forced the larger location, not desire, or need.

Owner operated whitewater/scenic rafting businesses account for approximately 87% (13 out of 15) of the local industry. These majority of rafting outfitters share a similar business model with 1 or 2 full-time year-round employees. To further illustrate the necessity of an independent calculation, using the value of B for an outdoor recreation business of .001006 FTE*SF (2636) means that applicant would have 2.65 FTE employees. This is double the actual FTE and is not close to the industry average.

X: Average number of workers in the household of an employee in recreation industry: 2

Y: Percentage of workers in recreation industry who cannot afford market housing: 8.4%

A, C,D,X and Y are the same for both uses. Variable B (as supplied by the Housing Dept from the 2013 Teton County housing survey) is .003911 for a restaurant and .001006 for an outdoor recreation business and TBD for an outfitter/tour operator by independent calculation.

(x*y for various uses is so similar so as not to matter: the difference between the high and low factors is 0.0001 housing unit per square foot)

B should be calculated by determining an average FTE for the rafting tour operator industry. This independent calculation is based on industry models for owner operated rafting companies in Teton County. Owner operated rafting businesses account for approximately 87% (13 of 15) of the local industry. These businesses all have a similar business model with 1 or 2 full-time year-round employees.

In addition, these businesses have disparate amounts of floor area. An independent calculation for B requires both industry averages for FTE and estimation of average floor area.

Calculate FTE: These businesses typically run trips from Mid-May to Mid -September (4 months) with management employees working longer hours. The remainder of the year only managers are needed at greatly reduced hours. Calculating Hours:

Peak summer, managers/owners (2) 50 hours/week *12 weeks = 1200 hours

Shoulder season, managers/owners (2) 25 hours/week *12 weeks=600 hours

Off season, manager/owners (2) 10-15 hours/week*26 weeks=700 hours +/-

FTE= Total hours year-round employees =2500 hours/2 employees

FTE=1.25

Floor Area: Rafting companies operate out of buildings with varying size. The number of employees is dependent on rafting permits rather than square footage. But since the requirement is based on square footage, an average of buildings occupied by Lewis and Clark, and other outfitters was calculated. Of note, many smaller rafting companies do not have physical locations. Similar operations that offer whitewater and Scenic floats were included.

Lewis & Clark, Gill & Glenwood 700SF, N Cache 1325 SF, 180 Powderhorn 2636 sf AVG= 1553 SF

Sands Wildwater 1250 SF

Dave Hansen 1779 SF

Barker Ewing 2200 SF

Mad River 3528 SF

Similar Businesses **AVG SF=2062**

B= .000602 B=FTE/SF or B=1.25/2062 by independent calculation.

This leaves Variable B with two possible values for this applicant, .000602 (IND Calc) or .00106 (2013 Study) both are less than .003911 (B for a restaurant), therefore the BUP applicant is not an employee generating change of use.

In addition

Applicant contends that this Basic Use permit is exempt from Housing mitigation/calculations. Referencing section LDR's 6.3.3 Applicability for Housing Calculations.

6.3.2. Applicability (7/18/18, Ord. 1196) 6.3.2 These affordable workforce housing standards apply to any **employee generating development**, unless exempted below.

A. Employee Generating Development Employee generating development is **a new building or use not currently in existence**, as further defined below.

1. Existence. For the purpose of this standard existence shall **mean a building or use existing on December 18, 1995** or the building or use legally established since that date with the highest affordable workforce housing requirement. The burden of identifying the existing building or use shall be the responsibility of the landowner. The landowner shall provide the Planning Director photos, permits, licenses, records, or other documentation that establishes the existing building or use. 6-56 Town of Jackson Land Development Regulations Article 6. Use Standards Applicable in All Zones | Div. 6.3. Affordable Workforce Housing Standards 6.3.2. Applicability (7/18/18, Ord. 1196

Based on current definitions the employee housing requirements do not apply to this location. The current owners purchase the business in 1994, see attached.

See [PDF Lewis & Clark Permit 1994](#)

See [PDF 1994 Forest Service Bill](#)

Furthermore, the new location is also a non-employee generating use having been established in 1983 and continuously operated until 2020 as a restaurant.

[PDF Pizza Hut Mortgage 1991](#)

Neither the existing business (Lewis & Clark) nor the previous business (Pizza Hut) meet the applicability requirement for workforce housing as an “employee generating” development, as both businesses existed prior to December 18, 1995, and neither is a new building nor a use not currently in existence.

Div. 6.4. Operational Standards Div.

6.4.2. Refuse and Recycling (1/1/15, Ord. 1074) 6.4.2 A. Town Trash and Recycling Enclosures Trash and recycling enclosures shall be provided near the rear of the building and will be fenced from view with 6 ft wood fencing and of similar material and color to the building.

6.4.3. Noise (7/18/18, Ord. 1197) 6.4.3 Noise Maximum Decibel allowances are understood

6.4.4 Vibration Vibration ordinances are understood.

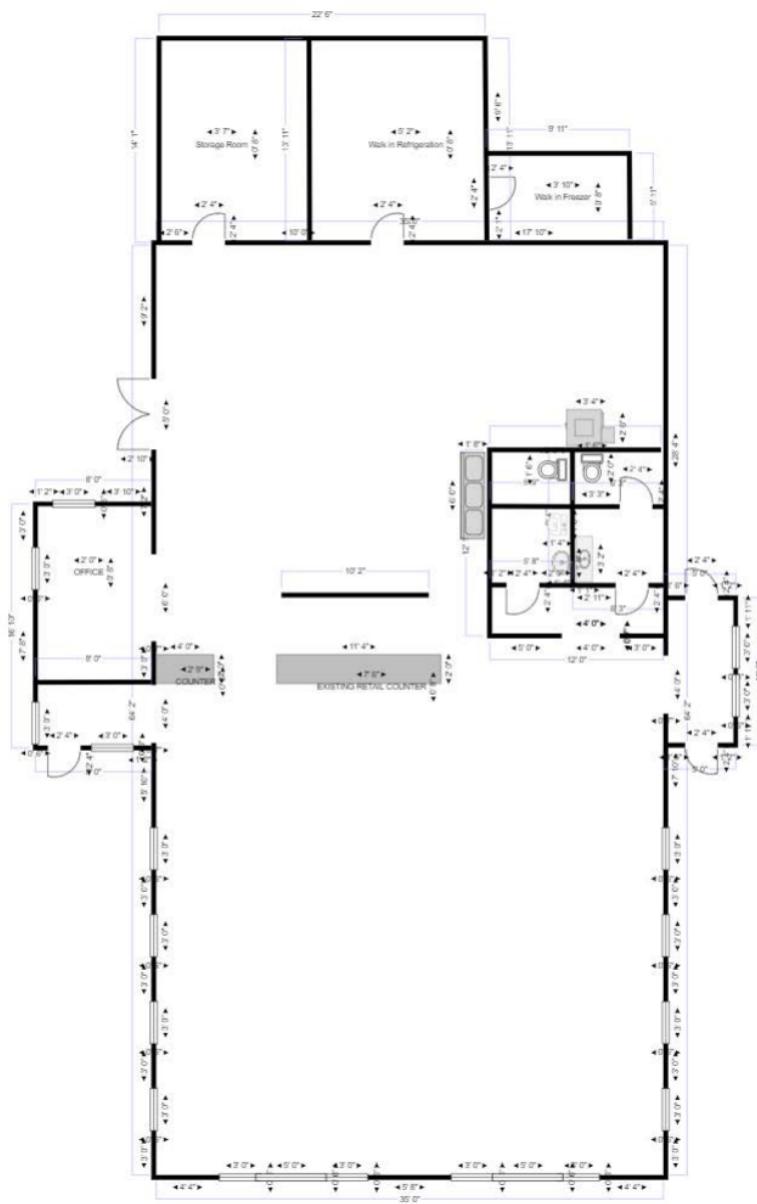
6.4.5 Electrical Disturbances Electrical / Electromagnetic ordinances are understood

6.4.6 Fire and Explosive Hazards Fire and Explosive ordinances are understood. Lewis and Clark will not be storing any flammable liquids or explosives on site. Fire Code compliances are understood as well.

ARTICLE 7, DEVELOPMENT OPTION AND SUBDIVISION STANDARDS APPLICABLE IN ALL ZONES Division

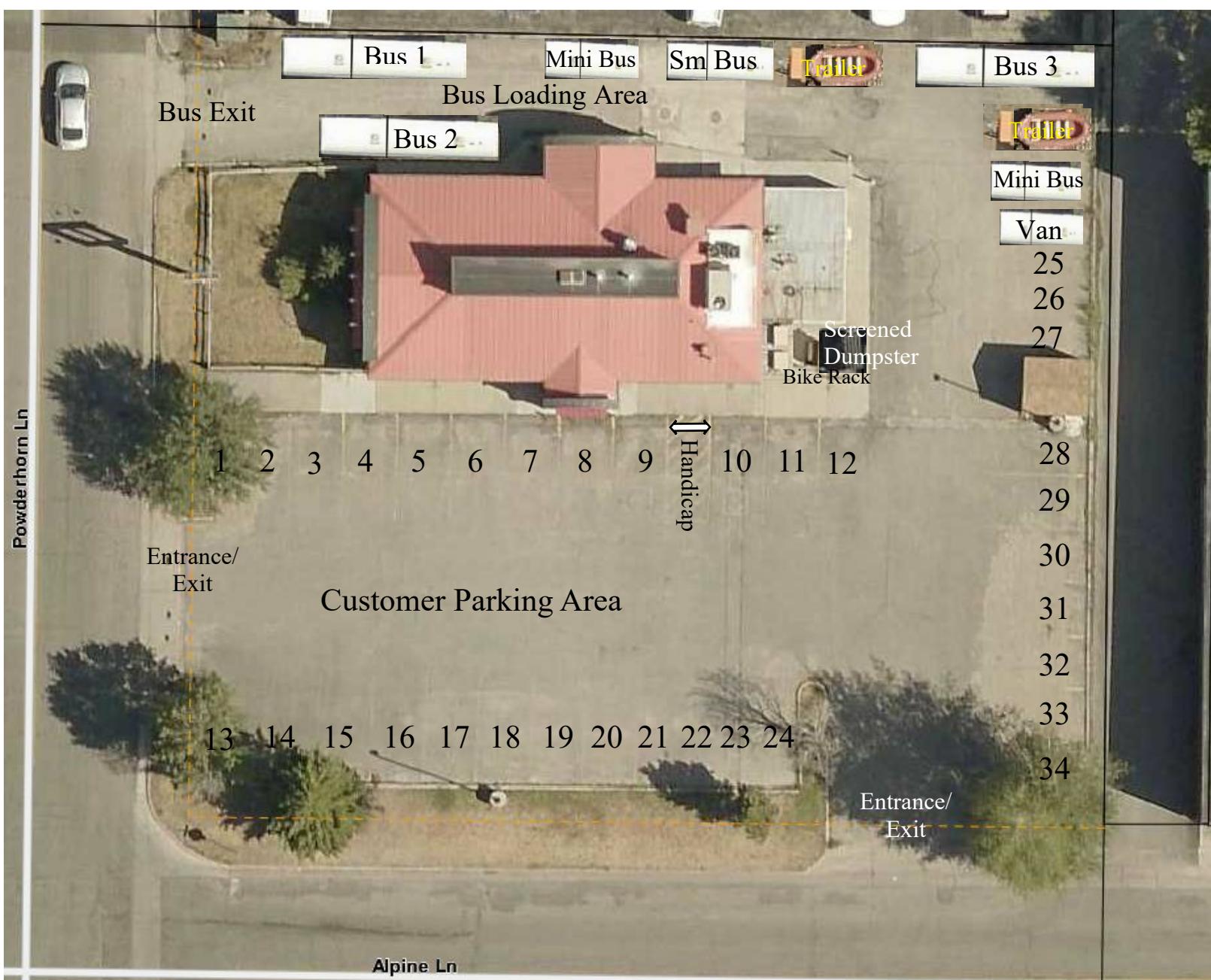
7.6 Transportation Facility Standards NOT APPLICABLE

7.7 Required Utilities as applicable NOT APPLICABLE



Lewis & Clark Expeditions Site/Lot Use Plan

180 Powderhorn Lane



United States
Department of
Agriculture

Forest
Service

Jackson
Ranger
District

P.O. Box 1689
Jackson, WY 83001
307/733-4755

Reply to: 2720

March 11, 1994

James Peck
Wyoming Rafting Adventures Inc.
P.O. Box 720
Jackson, WY 83001

Dear James:

Enclosed is a special use permit for summer whitewater trips along with a bill for collection in the amount of \$1000.00. Please sign, date and RETURN the permit and operating plan to our office no later than May 15, 1994. Also, your remittance is due in San Francisco on or before May 15, 1994. A self-addressed envelope is enclosed for your convenience.

If you have any questions, please call Kathy Nash at 739-5434.

Sincerely,

Kathy Nash
CHARLES G. JONES
District Forest Ranger
for

OPERATING PLAN
for
COMMERCIAL FLOAT BOATING

SNAKE RIVER
BRIDGER-TETON NATIONAL FOREST
JACKSON RANGER DISTRICT

1994 (Year)

Wyoming Rafting Adventures Inc.
NAME OF PERMITTEE

Lewis & Clark Expeditions
BUSINESS NAME

Box 720
JACKSON
WY 83001
ADDRESS

(307) 733-4022
PHONE NUMBER

When signed by both the permittee and the District Ranger, this Operating Plan becomes part of the Special Use Permit. Forest Service approval is required before changes may be made in the operation. Changes will be considered, when necessary, for the permittee to improve service to the public or for the Forest Service to meet resource management objectives.

This plan will be reviewed annually and updated or revised, as needed. This operating plan is part of the Special Use Permit dated 5/20/94 and is described in Clause X-122.

Approved By:

James M. Beck
Permit Holder

Date: 5/14/94

Approved By:

Charles R. Jones
District Ranger

Date: 5/20/94

INTRODUCTION

This operating plan generally describes the operation authorized under the Special Use Permit between Wyoming Rafting Adventures Inc. (name of permittee) and the United States Forest Service. This plan does not amend the permit or any part thereof but rather describes the operations permitted under the authority of such permit. In the event of any conflict between the terms of the special use permit and this operating plan, the terms of the permit will prevail.

The Greater Yellowstone Area Outfitter Policy (as amended March 1992) and the 1987 Snake River Management Plan will be used as a guide for operations under this permit.

I. ADMINISTRATIVE REQUIREMENTS:

A. Permittee: In order to achieve an effective and efficient working relationship between the permittee and the United States Forest Service, the permittee designates James M Peck, Box 3387 Jackson WY (name and address of agent) who has the full decision making authority in all administrative and operational matters pertaining to the permitted operation within the Jackson Ranger District on the Bridger-Teton National Forest.

If the permittee is a corporation or if any partnership interest exists in the permitted operation, all corporate shareholders or partners and the percent they own in the business is set out below: (if none indicate N/A)

Name of shareholder or partner	% Ownership
<u>James M Peck and Karen M Youngblood</u>	<u>100</u>
_____	_____
_____	_____
_____	_____

B. Paperwork: The permittee will submit the following paperwork annually or as required on the dates indicated: (Refer to Appendix J, revised 04/27/92, of the 1987 Snake River Management Plan)

1. Application for annual/temporary permits must be submitted by March 1 to be considered for the coming float season. Applications must be submitted by March 1 to allow adequate time for review.

OPERATING PLAN
for
COMMERCIAL FLOAT BOATING

SNAKE RIVER
BRIDGER-TETON NATIONAL FOREST
JACKSON RANGER DISTRICT

1994 (Year)

Wyoming Rafting Adventures Inc.
NAME OF PERMITTEE

Lewis & Clark Expeditions
BUSINESS NAME

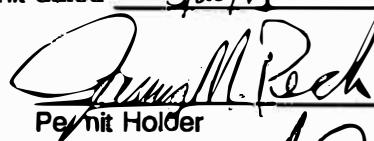
Box 720
JACKSON
WY 83001
ADDRESS

(307) 733-4022
PHONE NUMBER

When signed by both the permittee and the District Ranger, this Operating Plan becomes part of the Special Use Permit. Forest Service approval is required before changes may be made in the operation. Changes will be considered, when necessary, for the permittee to improve service to the public or for the Forest Service to meet resource management objectives.

This plan will be reviewed annually and updated or revised, as needed. This operating plan is part of the Special Use Permit dated 5/20/94 and is described in Clause X-122.

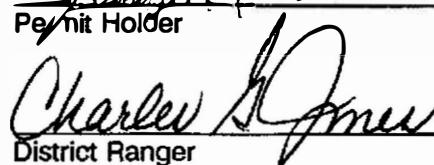
Approved By:



Permit Holder

Date: 5/14/94

Approved By:



District Ranger

Date: 5/20/94

COURTESY RECORDING

This document is being recorded solely as a courtesy and accommodation to the parties thereto. Lender hereby expressly disclaims any responsibility for the accuracy of the content thereof.

[Space Above This Line For Recording Data]

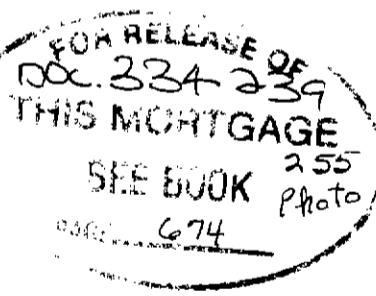
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 29, 1991. The mortgagor is PIZZA HUT OF JACKSON HOLE INCORPORATED, A WYOMING CORPORATION ("Borrower"). This Security Instrument is given to THE BANK OF JACKSON HOLE, which is organized and existing under the laws of THE STATE OF WYOMING, and whose address is 990 W. BROADWAY, JACKSON, WY 83001. ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED EIGHTY THOUSAND AND NO/100***** Dollars (U.S. \$ 180,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2001. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in TETON County, Wyoming:

LOT 6 OF THE HORN ADDITION TO THE TOWN OF JACKSON, TETON COUNTY, WYOMING, ACCORDING TO THAT PLAT RECORDED JUNE 23, 1977 AS PLAT NO. 317.

Grantor: PIZZA HUT OF JACKSON HOLE INC
Grantee: BANK OF JACKSON HOLE
Doc 320721 bk 245 pg 0160-0163 Filed at 4:29 on 12/02/91
V Jolynn Coonce, Teton County Clerk fees: 12.00
By CLAIRE K ABRAMS Deputy

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



which has the address of 180 Powderhorn, JACKSON, [City], WYOMING 83001. [Street] [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as a requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall give notice of the sale to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. **Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. **Waivers.** Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 2-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	
<input type="checkbox"/> Other(s) [specify]		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

PIZZA HUT OF JACKSON HOLE
INCORPORATED
BY: *Daniel Hesse* (Seal)
DANIEL HESSE, PRESIDENT
BY: *Hal W. McCoy* (Seal)
HAL W. MCCOY, VICE PRESIDENT

[Space Below This Line For Acknowledgment]

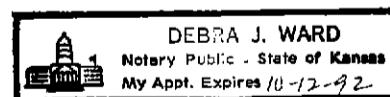
KANSAS
STATE OF WYOMING, Sedgewick County ss:

The foregoing instrument was acknowledged before me this 27th day of Nov., 1991 by

..... Daniel Hesse and Hal W. McCoy
(person acknowledging)

My Commission expires: 10-12-92

..... Debra J. Ward
Notary Public



LTC