



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

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

Joint Town/County

- Parks and Recreation
- Pathways
- Housing Department

Teton County

- Planning Division

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

State of Wyoming

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

Federal Agencies

- Army Corp of Engineers

Utility Providers

- Qwest
- Lower Valley Energy
- Bresnan Communications

Special Districts

- START
- Jackson Hole Fire/EMS
- Irrigation Company

Date: August 10, 2022

Item #: P22-202

Planner: Katelyn Page

Phone: 733-0440 ext. 1302

Email: kpage@jacksonwy.gov

Owner:

Town of Jackson
PO Box 1687
Jackson, WY 83001

Applicant:

Jackson Hole Wildlife Safaris, LLC
PO Box 11396
Jackson WY 83002

REQUESTS:

The applicant is submitting a request for a parking lease agreement for the property located at 1490 Gregory Lane, legally known as PT. SE1/4NE1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL B, PIDN: 22-40-16-06-1-00-110
For questions, please call Katelyn Page at 733-0440, x1302 or email to the address shown below. Thank you.

Please respond by: September 1, 2022 (with Comments)

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: **Parking Lease Agreement**

Physical Address: **PT. SE1/4NE1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL B**

Lot, Subdivision: **PT. SE1/4NE1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL B** PIDN: **22-40-16-06-1-00-110**

PROPERTY OWNER.

Name: **Town of Jackson** Phone: **733-3932**

Mailing Address: **P.O. Box 1687** ZIP: **83001**

E-mail: _____

APPLICANT/AGENT.

Name: **Jackson Hole Wildlife Safaris, LLC** Phone: **690-6402**

Mailing Address: **P.O. Box 11396, Jackson, WY** ZIP: **83002**

E-mail: **matt@jacksonholewildlifesafaris.com**

DESIGNATED PRIMARY CONTACT.

Property Owner Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson.com/200/Planning

Use Permit	Physical Development	Interpretations
<input type="checkbox"/> Basic Use	<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Formal Interpretation
<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Development Plan	<input type="checkbox"/> Zoning Compliance Verification
<input type="checkbox"/> Special Use	<input type="checkbox"/> Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	<input type="checkbox"/> LDR Text Amendment
<input type="checkbox"/> Administrative Adjustment	<input type="checkbox"/> Subdivision Plat	<input type="checkbox"/> Map Amendment
<input type="checkbox"/> Variance	<input type="checkbox"/> Boundary Adjustment (replat)	Miscellaneous
<input type="checkbox"/> Beneficial Use Determination	<input type="checkbox"/> Boundary Adjustment (no plat)	<input checked="" type="checkbox"/> Other: Parking Lease
<input type="checkbox"/> Appeal of an Admin. Decision	<input type="checkbox"/> Development Option Plan	<input type="checkbox"/> 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?

\$60.00 Application Fee. Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

n/a 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>.
see
attached 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
Matt Scott, Jackson Hole Wildlife Safaris, LLC
Name Printed

Date
Manager
Title

PARKING LEASE AGREEMENT

This *Parking Lease Agreement*, hereinafter referred to as "Agreement," is entered into this ____ day of _____, 2022, hereinafter the "Effective Date," between the Town of Jackson, a municipal corporation of P.O. Box 1687, Jackson, Wyoming 83001, hereinafter referred to as "Landlord", and Jackson Hole Wildlife Safaris, LLC, a Wyoming limited liability company, of P.O. Box 11396, Jackson, WY 83002, hereinafter referred to as "Tenant".

WHEREAS. Tenant owns real property located at 1490 Gregory Lane, Jackson, Wyoming legally described as Lot 4, Martin Addition to the Town of Jackson, Wyoming per Plat No. 865, which property consists of commercial units, hereinafter "Subject Property"; and

WHEREAS, landlord owns PT. SE1/4NE1/4 SEC. 6, TWP. 40, RNG. 116 PARCEL B, set forth in Teton County Land Records as PION 22-40-16-06-1-00-110 and the right-of-way adjacent to the western boundary of said parcel, which includes Gregory Lane, all as set forth in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS. Tenant desires a formal lease with the Town of Jackson memorializing the allowance for parking on the south side of Subject Property for the owner, occupants, and owner's tenants pursuant to the terms and conditions of this Agreement; and

WHEREAS, Tenant and Landlord hereby acknowledge that any and all previous verbal or written agreements between them are hereby superseded and Landlord desires to lease to Tenant the parking lot area reflected on the attached Exhibit A, hereinafter "Parking Lot," immediately adjacent to the building located on the Subject Property on the terms and conditions set forth below.

NOW THEREFORE it is hereby agreed that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by each of the said parties on their own behalf or any successor and interest or assign, and the Recitals above and the covenants and agreements hereinafter set forth below, the Parties mutually covenant and agree as follows:

1. **LEASE.** Landlord does hereby lease to Tenant an exclusive lease for the parking of no more than four (4) motor vehicles by Tenant, its occupant, tenants, guests, and invitees upon the Parking Lot.
2. **TERM.** This Lease shall commence on the signing hereof and continue until formally terminated by either party. Landlord or Tenant shall be entitled to terminate this lease without cause by giving ninety (90) days written notice. Throughout the duration of this Lease, only two (2) of the four (4) leased parking spaces may be counted toward the parking required under the Town of Jackson Land Development Regulations, as amended, for existing and future uses at the

Subject Property. However, upon termination of this Lease, all required parking shall be provided on the subject property. Tenant hereby expressly acknowledges that meeting said parking requirement may require providing additional spaces within the Subject Property.

3. **RENT.** Tenant shall pay Landlord an annual fee of One Hundred Dollars (\$100.00). payable annually on the first day of July of each year.
4. **USE OF PREMISES.** Tenant shall only use the Parking Lot for the parking of operable motor vehicles for Tenant, its occupants, tenants, guests, and invitees. At no time shall the size of the Parking Lot be expanded or used for the storage of boats, trailers, RVs or equipment of any kind. Additionally, overnight parking shall be prohibited. Furthermore, Tenant shall not commit, or suffer to be committed, any nuisance or other act or thing against public policy.
5. **PARKING LOT MAINTENANCE.** Tenant shall be solely responsible for the maintenance, graveling, and snow removal of the Parking Lot and shall maintain it to the same standard as historically done by Tenant. Additionally, Tenant shall maintain the Parking Lot in a clean and orderly condition, free of rubbish and obstructions.
6. **TOWN UTILITY MAINTENANCE.** Tenant shall be given 24 hours' notice by Landlord for planned or necessary maintenance of Town utilities within the leased area. Landlord has the right to emergency access without notice.
7. **INDEMNIFICATION.** Tenant shall indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses (including attorney's fees related thereto) in connection with the loss of life, personal injury, or damage to property occurring in, on or about, or arising out of or from the Parking Lot or use of the leased Parking Lot by the Tenant, its occupants, tenants, guests, and invitees or occasioned, wholly or in part, by any act or omission of the Tenant, its occupants, tenants, guests, and invitees, so long as the same were not proximately caused by the negligence or willful conduct of the Landlord or its agents, or employees.
8. **COVENANT OF QUIET ENJOYMENT.** Landlord covenants that the Tenant, upon paying the rentals and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold and enjoy the premises hereby leased during the term hereof. Notwithstanding, the Town may need use of, or access through the Parking Lot and, in such event, Tenant shall have the area cleared of all motor vehicles timely, as needed and directed by Landlord.
9. **CONDITION OF THE PARKING AREA.** Tenant accepts the Parking Lot in its existing condition. No representation, statement, or warranty, expressed or implied, has been made by or on behalf of the Landlord as to such condition. In no event shall the Landlord be liable for any defect in the Parking Lot or for any limitation on its use.
10. **NONASSIGNMENT.** Tenant shall not transfer, sell, assign, mortgage, hypothecate, or otherwise encumber this Lease or any interest herein, nor sublet or permit the Parking Lot or any part thereof to be used by any other person, firm, corporation, or

other entity other than the Tenant, its occupants, tenants, guests, and invitees without the express written consent of the Landlord in each instance.

- 11. WAIVER.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.
- 12. BINDING EFFECT.** All the terms, covenants, and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns and legal representatives.
- 13. REPRESENTATIONS.** It is mutually agreed that no representations, warranties, covenants, or agreements, expressed or implied, have been made, other than as expressly set forth herein.
- 14. TIME OF ESSENCE.** Time is of the essence of this agreement.
- 15. ENTIRE AGREEMENT AND AMENDMENT.** The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such Agreement shall be effective unless in writing and signed by both parties.
- 16. SEVERABILITY.** If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire Agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provision of this Agreement in all other respects shall remain valid and enforceable.
- 17. GOVERNING LAW, JURISDICTION, CONSTRUCTION.** This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both parties hereto. As such, this Agreement shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- 18. GOVERNMENTAL IMMUNITY.** The Town of Jackson does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- 19. NOTICE.** Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or three (3) business days after deposit in the United States mail, certified mail, postage pre-paid, and addressed as follows:

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

Tenant:
Jackson Hole Wildlife Safaris, LLC
P.O. Box 11396
Jackson, WY 83001

In witness whereof, the parties have executed this Agreement as of the Effective Date.

Landlord:
Town of Jackson

Tenant:
Jackson Hole Wildlife Safaris, LLC

Mayor Hailey Morton Levinson

Matt Scott, Manager

Attest: _____
Town Clerk

Approved: _____

Exhibit A

