



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
- 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: December 19, 2022

Item #: P22-292

Planner: Paul Anthony

Phone: 733-0440 ext. 1303

Email: panthony@jacksonwy.gov

Owner

Teton County
PO Box 1727
Jackson, WY 83001

Applicant

Affordable Housing Dept.
PO Box 714
Jackson, WY 83001

REQUESTS:

The applicant is submitting a request for a Boundary Adjustment with Replat (and FAR transfer) for the properties located at 105 & 145 Mercill Ave., legally known as PT. LOTS 15-17, BLK.2 J.R. JONES (CHILDREN'S CENTER) PIDN:22-41-16-28-4-02-012

For questions, please call Paul Anthony at 733-0440, x1303 or email to the address shown below. Thank you.

**Please respond by: January 2, 2022 (sufficiency)
January 9, 2022 (with comments)**

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

Kristi Malone

Signature of Property Owner or Authorized Applicant/Agent

_____ Date

Name Printed

_____ Title



Jackson/Teton County Affordable Housing Department

Kristi Malone

kristi.malone@tetoncountywy.gov

P: 307.732.0867

December 16, 2022

Town of Jackson Planning & Building Department

Vía Email: planning@jacksonwy.gov

RE: Application for a Boundary Adjustment at 105 and 145 Mercill Avenue

Dear Town of Jackson Planners,

Please accept this application for a Boundary Adjustment with Replat of the lots at 105 and 145 Mercill Avenue in the Town of Jackson. The subject lots are Lots 15, 16, and 17 of Block 2 of the Joseph R. Jones subdivision (Plat No. 113).

Physical development of the subject lots was designed, approved and constructed as if two lots exist at the site with a vertical boundary separating two distinct uses. This Boundary Adjustment proposes adjusting the two horizontal platted lot lines that intersect existing development to a single vertical lot line that is consistent with the development and use of the site. According to Plat No. 113, the site is 150' by 334' in dimension and comprised of three 50' by 334' lots. This Boundary Adjustment application proposes reducing the number of lots to two by bisecting the site into an eastern half and a western half, comprised of two approximately 150' by 167' lots, with a small 7.5' jog to accommodate the existing Ground Lease between Teton County and Mercill Partners LLC. The proposed western lot is currently developed with a childcare facility (Children's Learning Center) and the proposed eastern lot is currently developed with thirty condo homes over a ground floor childcare facility (105 Mercill Condos + Jackson Hole Children's Museum).

The following application materials are attached for your review:

1. Findings for Approval of a Boundary Adjustment
2. Notarized Letter of Authorization
3. Title Report dated October 5, 2022
4. Plat Map and Supporting Documents (in order of proposed recordation)
 - a. LVE Termination instrument vacating doc. 238425
 - b. LVE Termination instrument vacating doc. 313977
 - c. Amended CLC Ground Lease
 - d. Draft Plat Map
 - e. Certificate of Mortgagee affidavit – Bank of Jackson Hole
 - f. Certificate of Owner affidavit – Teton County, WY
 - g. Certificate of Lessee affidavit—Mercill Partners LLC
 - h. Certificate of Lessee affidavit—Children's Learning Center
 - i. Declaration of CC&Rs for Shared Trash and Recycling Easement/Terms of Access and Utility Easement
 - j. Notice Regarding FAR Transfer
5. Notice of Intent to Subdivide
6. Updated Zoning Compliance Verification (reflects a slight adjustment to a portion of a lot line to match with Teton County's Ground Lease in effect with Mercill Partners LLC.—all changes highlighted in green)
7. Overlay Map –utilities and easements
8. Overlay Map—stormwater and lot lines

Sincerely,

Kristi Malone

Kristi Malone, *Housing Supply Specialist*

FINDINGS FOR APPROVAL OF A BOUNDARY ADJUSTMENT

This application meets the finding for approval of a Boundary Adjustment, as demonstrated below.

1. *No additional lots of record are created;*

Complies. Plat #113 describes the subject site as three separate lots (Lots 15, 16, and 17 of Block 2 of the Joseph R. Jones subdivision). This boundary adjustment proposes to reduce the number of lots to two (Lots 18 and 19 of the Joseph R. Jones Third Addition to the Town of Jackson).

2. *Each of the resulting lots of record complies with the zone in which it is located as approved through a zoning compliance verification;*

Complies. A Zoning Compliance Verification for Boundary Adjustment (P22-251) was approved by the Planning Director on November 25, 2022 with the following conditions. An updated Zoning Compliance Verification table is included in this application as attachment 6, which reflects a slight adjustment to a portion of a lot line to match Teton County's Ground Lease in effect with Mercill Partners LLC. As demonstrated, this slight adjustment does not impact the zoning compliance of the proposed lots.

- i. *A deed restriction shall be recorded against proposed Lot 1 that states that the lot is developed with an additional 3,477 sf of floor area above the maximum allowed floor area of 11,523 sf per the .46 FAR of the CR-2 zone. This means that proposed Lot 1 would be limited to no more than 15,000 sf of base floor area, unless changed by subsequent LDR text or map amendments. The restriction shall also state that the additional 3,477 sf floor area was transferred to proposed Lot 1 from proposed Lot 2 as part of a unified development site prior to the subdivision of the property;*

See attachment 4.j of this application.

- ii. *A deed restriction shall be recorded against proposed Lot 2 that states that the lot is developed with 3,477 sf of floor area less than the maximum allowed floor area of 11,523 sf per the .46 FAR of the CR-2 zone. This means that proposed Lot 2 would be limited to no more than 7,012 sf of base floor area, unless changed by subsequent LDR text or map amendments. The restriction shall also state that the 3,477 sf floor area was transferred from proposed Lot 2 to proposed Lot 1 as part of a unified development site prior to the subdivision of the property.*

See attachment 4.j of this application.

- iii. *An access and maintenance agreement/easement between proposed Lot 1 and proposed Lot 2 shall be recorded that addresses all pertinent access and maintenance responsibilities related to CLC's one-way drive access from Mercill Avenue that appears to be located on both proposed Lots 1 and 2.*

See the access and utility easement conveyed by the Plat and defined in attachment 4.i of this application.

- iv. *An access and maintenance agreement/easement between proposed Lot 1 and proposed Lot 2 shall be recorded, if necessary, that addresses any stormwater drainage facilities that are located on both proposed Lots 1 and 2.*

Not applicable—Lot 18 is graded for stormwater drainage to the west side of the property for storage in an excavated detention basin and installed chamber system. On Lot 19, stormwater is collected and treated in the sand/oil separator installed in the lower parking level of the building. See attachment 8 of this application for reference.

- v. *An access and maintenance agreement/easement between proposed Lot 1 and proposed Lot 2 shall be recorded that addresses the use and access of the trash enclosure/dumpster intended for use by proposed Lot 2 that appears to be located on both proposed Lots 1 and 2.*

See attachment 4.i of this application.

- vi. *At the time of review of the Boundary Adjustment application, the Town will review the application to determine whether any additional agreements or easements will be necessary to approve the proposed lot reconfiguration.*

3. The applicability and required document provisions of this section (8.5.6) are met;

Complies. Per LDR Section 8.5.6.B Applicability, “a change in the lot configuration...in a limited part of a platted subdivision that does not abridge or destroy any of the rights and privileges of other landowners or others who have an interest in the plat shall be reviewed as a boundary adjustment”. Per LDR Section 8.5.6.C Recorded Documents, “to adjust the boundaries between platted lots...the following documents shall be recorded with the County Clerk.”

- ✓ **Plat.** *A new plat shall be recorded for the lots with adjusted boundaries. The new plat shall meet the following standards.*

- ✓ *The content of the new plat shall meet the standards of 8.5.4.D.*
 - *A plat shall contain all requirements of Wyo. Stat. §18-5-306 and § 34-12-103*
 - *A plat shall contain notice of a mapped fault line pursuant to 5.4.3.B.*
 - *A plat may contain notes that effect transfer of rights and property or provide warning of nuisance.*
 - *A plat shall not include:*
Depiction of improvements;
Notes designating zoning district, setbacks, right to subdivision, or any other standard under these LDRs that is subject to change at the legislative discretion of the Town Council.

The surveyor that prepared this draft plat has confirmed that the document contains all the requirements of Wyo. Stat. §18-5-306 and § 34-12-103 and addresses fault lines in the notes section. No notes on transfer of rights/property or warning of nuisance are necessary. No improvements are shown or referenced on the plat—instead, improvements that are shared (trash enclosure and applicable utilities) are shown in attachments 4.i and 7 to this application. Since the required deed restriction on shared floor area is an extension of zoning standards, this document is also provided separately (attachment 4.j) and is not referenced on the plat.

N/A *The Subdivision Improvement Agreement shall be updated as needed pursuant to the standards of 8.5.4.E.*

No Subdivision Improvement Agreement is necessary since all improvements were already permitted as part of existing development and will be completed with certificate of occupancy for the Mercill Condos anticipated in January 2023.

- ✓ *The Certificate of Owners on the new plat shall have a clause vacating the area to be reconfigured that is signed by all owners of record of the lots involved.*

The request for the County Clerk to vacate these lots on Plat #113 is included in the Certificate of Owners and all land subject to this boundary adjustment is currently owned by Teton County.

- ✓ *All mortgagees shall acknowledge the replat.*

The developer of Lot 19, Mercill Partners LLC, has an active mortgage with Bank of Jackson Hole and the draft Plat includes a reference to signature by separate affidavit which is attached to this application for review. The Title Report provided in this application also identifies a mortgage established in 1991 by Community Children's Project (Encumbrances #7 and #8) from Key Bank of Wyoming. Four documents (a mortgage, lease assignment, and associated modification/reassignment) were recorded on the property in 1991 and 1992 without formal release on record since. The Mortgagee/Lender listed on these documents is Key Bank of Wyoming at 120 West Pearl Jackson, WY attn: Cathie Burkland. National Key Bank customer service confirmed that currently there are no Key Bank branches located in Wyoming and that no records of the aforementioned documents could be found in their database, meaning that this mortgage was closed at least seven years ago and all applicable records have been destroyed. Since there is no record of this mortgage, a retroactive release document cannot be issued by Key Bank. Cathie Burkland is retired and could not be reached. The

Mortgager/Borrower on these documents is listed as Community Children's Project which was dissolved in 2008 to create Children's Learning Center (<https://wyobiz.wyo.gov/Business/FilingDetails.aspx?eFNum=119220202251168005102120143120046091242101203044>). Children's Learning Center also has no record of this mortgage. With both the local mortgagee branch and mortgager organization dissolved, as well as no record to be found indicating that this mortgage still exists, this plat application does not include reference to this mortgage or associated documents.

- ✓ *If only one subdivision is involved, the name shall be the name of the original subdivision, followed by a numerical designation. The resulting (new) lots shall be numbered consecutively with numbers different from the original subdivision. If 2 or more neighboring subdivisions are involved, the new plat shall have a name materially different than any of the original plats.*

The subject site is part of only one subdivision (Lots 15, 16, and 17 of Block 2 of the Joseph R. Jones subdivision) and the resulting lot names consecutively follow as 18 and 19 of the third Joseph R. Jones subdivision.

N/A *An adjusted unplatte parcel is not required to become a part of the subdivision, however the new configuration of the unplatte parcel shall be shown on the plat, to the satisfaction of the County Surveyor.*

N/A Conveyance of Platted Lots. *If there is more than one owner of the vacated portion of the plat, instruments shall be recorded conveying ownership of the individual lots of record resulting from the replat.*

N/A Conveyance of Unplatted Parcels. *An instrument acceptable to the Town Attorney and the Town Surveyor shall be recorded to establish a newly adjusted unplatte parcel.*

4. ***The application complies with all other relevant standards of these LDRs and other Town Ordinances; and***
Complies. This was demonstrated in the Zoning Compliance Verification for Boundary Adjustment (P22-251) that was approved by the Planning Director and is confirmed in the updated Zoning Compliance Verification attached to this application, which reflects a slight adjustment to a portion of a lot line to match with Teton County's Ground Lease in effect with Mercill Partners LLC.
5. ***The application is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.***
Complies. This was demonstrated in the Zoning Compliance Verification for Boundary Adjustment (P22-251) that was approved by the Planning Director and is confirmed in the updated Zoning Compliance Verification attached to this application, which reflects a slight adjustment to a portion of a lot line to match with Teton County's Ground Lease in effect with Mercill Partners LLC.



Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

Print legal name of property owner as listed on warranty deed

Teton County _____ is the owner in fee of the premises located at:

Address of Premises: 105 Mercill Avenue _____

Legal Description: PT. LOTS 15-17, BLK.2 J.R. JONES

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Jackson/Teton County Affordable Housing Dept.

Mailing address of Applicant/agent: P.O. Box 714 Jackson WY83001

Email address of Applicant/agent: ahnorton@tetoncountywy.gov

Phone Number of Applicant/agent: 307-732-0867

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 Business License Application

Demolition Permit All Applications Other (describe) Boundary Line Adjustment

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.

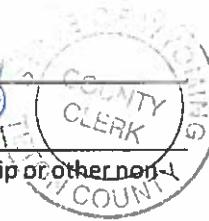
Natalia D. Macker

Applicant/Agent Signature

NATALIA D. MACKER, CHAIRWOMAN

Maureen Murphy

/ **MAUREEN MURPHY, CLERK**



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

STATE OF WYOMING)

)

) SS.

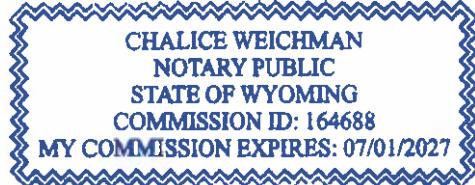
COUNTY OF TETON)

)

The foregoing instrument was acknowledged before me by NATALIA D. MACKER this 18th day of October. WITNESS my hand and official seal.

Notary Public

My commission expires: 7-1-2027



Issued To:

Nelson Engineering
P.O. Box 1599
Jackson, WY 83001
(307) 733-2087

Report No.: W-28434
Effective Date: September 23, 2022
Current Date: October 5, 2022
Cost: \$250.00

Project Reference: 105 Mercill Title

Property Address: 105 Mercill Avenue, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

Teton County, Wyoming

2. The land referred to in this Report is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Christina Feuz, President
Phone: 307.732.2983

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-28434

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 15, 16, and 17 of Block 2 of the J R Jones Addition to the Town of Jackson, Wyoming, Teton County, Wyoming according to that Plat recorded in the Office of the Teton County Clerk on as Plat No. 113.

PIDN: 22-41-16-28-4-02-012

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-28434

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. Taxes, special and general, assessment districts and service areas for the year 2022.

Tax ID No.: OJ-008629 (Children's Center)
1st Installment: \$41,608.30 PAID
2nd Installment: \$41,608.29 PAID

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.

There is no interest on the 1st half if the entire tax is paid in 1 full payment on or before December 31st of the tax year.

2. Assessments for the Town of Jackson, if any, which are excluded from the coverage afforded hereby.

3. All matters as delineated on the Official Plat of Joseph R. Jones Lots, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 113.

[Plat 113](#)

4. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded October 18, 1982, as (book) 130 (page) 550, Official Records.

[B130P550](#)

5. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded July 29, 1991, as (book) 240 (page) 235, Official Records.

[B240P235](#)

6. Contract for Purchase of Power by and between Lower Valley Power & Light, Inc. and Board of County Commissioners of Teton County, setting forth terms, recorded July 29, 1991, as (book) 240 (page) 236 Official Records.

[B240P236](#)

7. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$425,000.00, dated August 22, 1991, recorded September 24, 1991, as , Official Records.

Mortgagor: Community Children's Project, Inc.

Mortgagee: Key Bank of Wyoming

An agreement to modify the terms and provisions of said Mortgage recorded July 8, 1992, as (instrument) 332712 (book) 254 (page) 728, Official Records.

[B254P728](#)

8. An assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Deed of Trust shown hereinabove was assigned to Key Bank of Wyoming, recorded September 24, 1991, as (instrument) 317122 (book) 242 (page) 329, Official Records.

Assignment of Real Estate Lease and Agreement, dated October 9, 1990, by and between, Community Children's Project, a Non-Profit Wyoming Corporation, as Assignor, and Key Bank of Wyoming, as Assignee, recorded March 25, 1992, as (instrument) 326275 (book) 249 (page) 463, Official Records, and on the terms and conditions contained therein.

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-28434

9. Memorandum of Lease, dated September 26, 1991, by and between, The Board of County Commissioners of Teton County, as Lessor, and Community Children's Project, as Lessee, recorded March 25, 1992, as (instrument) 326274 (book) 249 (page) 461, Official Records, and on the terms and conditions contained therein and an unrecorded lease referred to therein.
[B249P461](#)
10. An agreement by and between Teton County and Josh Thulin, setting forth terms, recorded January 23, 2003, as (instrument) 587493 (book) 488 (page) 715, Official Records.
[B488P715](#)
11. An easement over said land for communication facilities and incidental purposes, as granted to Silver Star Telephone Company, Inc., recorded May 17, 2012, as (book) 809 (page) 424, Official Records. [B809P424](#)
12. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto in a document recorded June 6, 2012, as (instrument) 815559 (book) 810 (page) 723, Official Records:
Purpose: Right of Way for telecommunication lines
[B810P723](#)
13. A Ground Lease Agreement including but not limited to an easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to The Children's Learning Center, Inc. in Ground Lease Agreement recorded July 2, 2014, as (book) 872 (page) 72, Official Records: Purpose: Driveway easement [B872P72](#)
14. Bill of Sale from The Children's Learning Center, Inc a Wyoming non-profit corporation to Teton County, Wyoming, recorded March 20, 2018, as (instrument) 945735 , Official Records.
[945735](#)
15. Terms, conditions and provisions of Ground Lease (Mercill Avenue Condominiums), between Teton County (the "Lessor" or "County") , as Lessor, and Mercill Partners LLC, a Wyoming limited liability company (the "Lessee" or "Developer"), as Lessee, recorded October 30, 2020, (instrument) 1002142, Official Records.
[1002142](#)

As amended in that First Amendment to Ground Lease recorded October 30, 2020, instrument No. 1002143, Official Records. [1002143](#)
16. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$12,782,000.00, dated October 30, 2020, recorded October 30, 2020, as (instrument) 1002144 , Official Records.
Mortgagor: Mercill Partners LLC, a Wyoming limited liability company
Mortgagee: Bank of Jackson Hole
17. An assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Deed of Trust shown hereinabove was assigned to Bank of Jackson Hole, recorded October 30, 2020, as (instrument) 1002145, Official Records.
18. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded April 28, 2021, as (instrument) 1013777, Official Records.
[1013777](#)

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-28434

19. An Easement Agreement by and between Teton County, Wyoming and Qwest Corporation, d/b/a CenturyLink QC, setting forth terms, recorded January 21, 2022, as (instrument) 1031645, Official Records.
[1031645](#)

***** End of Schedule B *****

VACATION OF UTILITY EASEMENT

Lower Valley Energy, Inc. (formerly Lower Valley Power and Light, Inc.) is an electric and gas Wyoming cooperative utility with offices in Afton and Jackson, Wyoming (“Grantee”).

Grantee was granted a utility easement by Teton County ("Grantor") described in a document dated and recorded on October 18, 1982, as document number 238425 in Book 130, Page 550 in the office of the Teton County Clerk, Teton County, Wyoming ("Easement"). The property subject to the Easement is described as follows:

BEING a part of Lot 17, Block 2, Joseph R. Jones Addition to the Town of Jackson, Teton County, Wyoming Plat number 113.

PIDN: 22-41-16-28-4-02-012

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee hereby releases, conveys and quit claims to Grantor any and all right, title or interest in the Easement. It is the specific intent of Grantee to vacate, discharge and render void the Easement.

IN WITNESS WHEREOF, this Vacation of Utility Easement is to be effective this ____ day of _____, 2023.

Lower Valley Energy, Inc.

By: _____

Its:

STATE OF WYOMING)
) ss
COUNTY OF TETON)

____ as _____ of Lower
Valley Energy, Inc., acknowledged the foregoing instrument before me, this _____ day of _____,
2023.

Witness my hand and official seal

Notary Public

VACATION OF UTILITY EASEMENT

Lower Valley Energy, Inc. (formerly Lower Valley Power and Light, Inc.) is an electric and gas Wyoming cooperative utility with offices in Afton and Jackson, Wyoming ("Grantee").

Grantee was granted a utility easement by Teton County Board of County Commissioners ("Grantor") described in a document dated June 3, 1991 and recorded on July 29, 1991, as document number 313977 in Book 240, Page 235 in the office of the Teton County Clerk, Teton County, Wyoming ("Easement"). The property subject to the Easement is described as follows:

BEING a part of Lots 16 & 17, Block 2, Joseph R. Jones Addition to the Town of Jackson, Teton County, Wyoming Plat number 113.

PIDN: 22-41-16-28-4-02-012

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee hereby releases, conveys and quit claims to Grantor any and all right, title or interest in the Easement. It is the specific intent of Grantee to vacate, discharge and render void the Easement.

IN WITNESS WHEREOF, this Vacation of Utility Easement is to be effective this _____ day of _____, 2023.

Lower Valley Energy, Inc.

By: _____

Its: _____

STATE OF WYOMING)
) ss
COUNTY OF TETON)

as _____ of Lower
Valley Energy, Inc., acknowledged the foregoing instrument before me, this _____ day of _____, 2023.

Witness my hand and official seal

Notary Public

FIRST AMENDMENT TO GROUND LEASE
(Teton County, Wyoming/The Children's Learning Center, Inc.)

THIS FIRST AMENDMENT TO GROUND LEASE (the "Amendment") is entered into and made to be effective as of the ____ day of _____, 2023 (the "Effective Date"), by and among **Teton County** (the "Lessor" or "County") and **The Children's Learning Center, Inc.**, a Wyoming non-profit corporation (the "Lessee").

RECITALS

WHEREAS, Lessor is the owner of a portion of that certain real property and improvements in the Town of Jackson, Teton County, Wyoming with a street address of 145 Mercill Avenue (the "Property"), and more particularly described on Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, Lessor is a duly constituted county in the State of Wyoming with all powers set forth in Wyo. Stat. § 18-2-101 et. seq. and all other applicable legal provisions, including the authority to "[m]ake contracts and perform other acts relating to the property and concerns of the county in the exercise of its corporate or administrative powers"; and

WHEREAS, Lessee's mission and services are to "improve the wellbeing of young children by providing services for children who are experiencing poverty or special needs, as well as quality childcare, preschool, and other early education programs" in Teton County, Wyoming; and

WHEREAS, Lessee, or its predecessor in interest, has leased a portion of the Property from Lessor since 1990, on which it operates preschool and childcare services; and

WHEREAS, Lessor and Lessee entered into a Ground Lease (Teton County, Wyoming/The Children's Learning Center, Inc.) recorded in the Office of the Teton County Clerk on July 2, 2014 (the "Original Lease"); and

WHEREAS, Section 26 of the Original Lease contemplates Lessor and Lessee cooperating in writing on amendments to the Original Lease; and

WHEREAS, Lessor and Lessee desire to amend the Original Lease to redefine the Leased Premises.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises and covenants herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee hereby amend the Original Lease as set forth below.

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meanings given to them in the Original Lease.

2. Recitals. The above recitals are incorporated into the body of this Amendment.

3. Leased Premises. The Leases Premises defined in the Original Lease, including the driveway easement providing access to and from N Glenwood Street, are hereby vacated and redefined as described herein. The Lessor leases to the Lessee redefined premises coincident with the Property described herein in the Town of Jackson, County of Teton, State of Wyoming, and more specifically described as follows:

See Exhibit A attached hereto and incorporated by reference herein (the "Leased Premises")

Together with all and singular the appurtenances, rights, interest, easements and privileges in any way pertaining thereto.

4. Ratification of Original Lease. Except as modified by this Amendment, the terms, covenants and conditions of the Original Lease are ratified and confirmed and the parties executing this Amendment shall be bound by, and shall have the benefits of, all of the terms, covenants and conditions of the Original Lease.

5. Counterparts. This Amendment may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as a single instrument.

6. Conflicts. If any of the terms, covenants or conditions of this Amendment conflict with the terms, covenants or conditions of the Original Lease, the terms, covenants and conditions of this Amendment shall control.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

LESSEE:

The Children's Learning Center, Inc., a Wyoming non-profit corporation

By: _____

Title: _____

By: _____

Title: _____

State of Wyoming

)

County of Teton

)
ss.
)

The foregoing instrument was acknowledged before me by

_____, as
_____, The Children's Learning
Center, Inc., a Wyoming non-profit corporation as of this ____ day of
_____, 20____.

Witness my hand and official seal.

Notary Public

My Commission Expires:

LESSOR:

The foregoing Agreement is hereby accepted by the Teton County this
____ day of _____, 20_____.

[Signature]

TETON COUNTY

BY: _____
Natalia D. Macker, Chair of the Board of Teton County Commissioners

ATTEST:

BY: _____
Maureen E. Murphy, Teton County Clerk

State of Wyoming)
) ss.
County of Teton)

The foregoing instrument was acknowledged before me by _____, as Board Chair
and County Clerk, respectively, of Teton County this _____ day of
_____, 20____.

Witness my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT A
Legal Description of the Property and Leased Premises

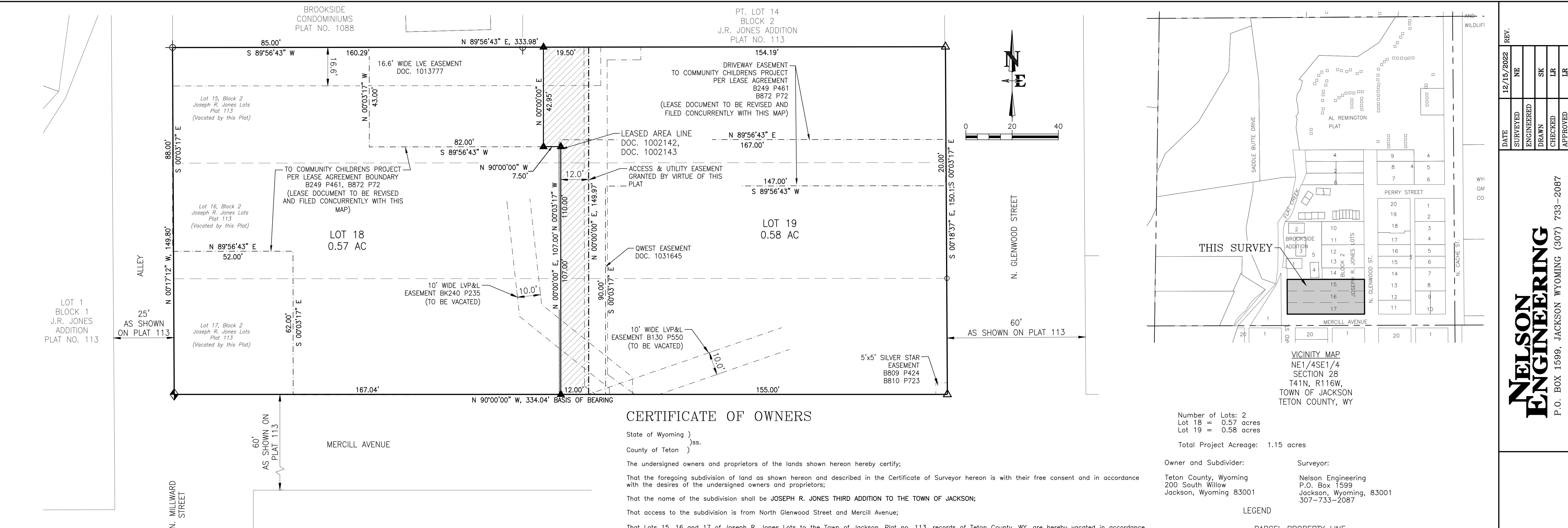
A Parcel of Land located in the NE ¼ SE ¼ Section 28, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, being a portion of Lots 15, 16, and 17 of Block 2 of the Joseph R. Jones lots, a subdivision of record as Plat No. 113 in the Office of the Teton County Clerk, and being more particularly described as follows:

That portion of said lots 15, 16 and 17 lying and being situate westerly of the below described line:

Beginning at a Point on the southerly boundary line of said Lot 17 which lies westerly, 167.0 feet from the southeast corner of Said Lot, thence northerly and perpendicular to said southern boundary line, 107.0 feet, thence westerly and parallel to said southern boundary line, 7.5 feet, thence northerly and perpendicular to said southerly boundary line, 43 feet, more or less to a point on the northern boundary line of Said Lot 15 which lies westerly 174.5 feet from the northeast corner of Said Lot 15, which is the point of terminus of this described line

Containing 0.57 acres, more or less, and subject to the rights-of-way, easements, reservations, and conditions, of sight and/or of record.

PIDN: 22-41-16-28-4-02-012 (part)



CERTIFICATE OF OWNERS

State of Wyoming)
County of Teton)
The undersigned owners and proprietors of the lands shown hereon hereby certify:

That the foregoing subdivision of land as shown hereon and described in the Certificate of Surveyor hereon is with their free consent and in accordance with the desires of the undersigned owners and proprietors;
That the name of the subdivision shall be JOSEPH R. JONES THIRD ADDITION TO THE TOWN OF JACKSON;

That access to the subdivision is from North Glenwood Street and Mercill Avenue;

That Lots 15, 16 and 17 of Joseph R. Jones Lots to the Town of Jackson, Plat no. 113, records of Teton County, WY, are hereby vacated in accordance with the Town of Jackson Land Development Regulations, Article VII and Sections 34-12-106 through 110, Wyoming Statutes, 1977, as amended, and the Teton County Clerk is respectfully requested to write "vacated" across said lots, they being reconfigured as shown hereon;

That that Access and Utility Easement shown hereon is hereby granted to the owners, their heirs and assigns of a lot within this subdivision"

That that access and utility easement shown hereon is hereby granted to Lower Valley Energy and their heirs, successors, and assigns, for the construction, operation, maintenance, and repair of utility facilities, including underground and reasonable associated above-ground appurteances;

That this subdivision is subject to a 12' by 12' wide shared Trash and Recycling Enclosure Easement to Lot 18 and Lot 19 of this plat, to be recorded concurrently with this plat;

That this subdivision is subject to all matters delineated on Joseph R. Jones Lots to the Town of Jackson, Plat no. 113, records of the Office of the Clerk of Teton County;

That this subdivision is subject to those easements to Lower Valley Power and Light, Inc. as described in Book 130 of Photo, page 550, Book 240, page 235, records of Said Office;

That this subdivision is subject to that contract for purchase of power as described in Book 240, page 236, records of Said Office;

That this subdivision is subject to that Memorandum of Agreement between Teton County and Josh Thulin, as described in Book 488, pages 715-720, records of Said Office;

That this subdivision is subject to those easements to Silver Star as described in Book 809, page 424, and Book 810, page 723, records of Said Office;

That this subdivision is subject to that Ground Lease Agreement (Children's Learning Center, Inc.), a Wyoming non profit corporation as recorded in Book 872, pages 72-79 and to that Memorandum of Lease as recorded in Book 249, pages 461-462, records of Said Office;

That this subdivision is subject to that Ground Lease (Mercill Avenue Condominiums) to Mercill Partners, a Wyoming limited liability company as recorded in Document 1002142 and to that First Amendment to Ground Lease as recorded in Document 1002143, records of Said Office;

That access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson;

That this subdivision is subject to that easement to Lower Valley Energy, as described in Document No. 1013777, records of Said Office;

That this subdivision is subject to that easement agreement to Qwest Corporation, d/b/a CenturyLink QC, as described in Document 1031645, records of Said Office;

That access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, firefighting vehicles, and police vehicles;

That Seller does not warrant to Purchaser that he shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

That Wyoming Law does not recognize any riparian rights to the continued natural flow of a stream or river to persons living on the banks of the stream or river;

That all rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released;

That this subdivision is subject to any other easements, restrictions, reservations, rights-of-way, and conditions of sight and/or record including, but not limited, to those shown hereon;

Signed by separate affidavit

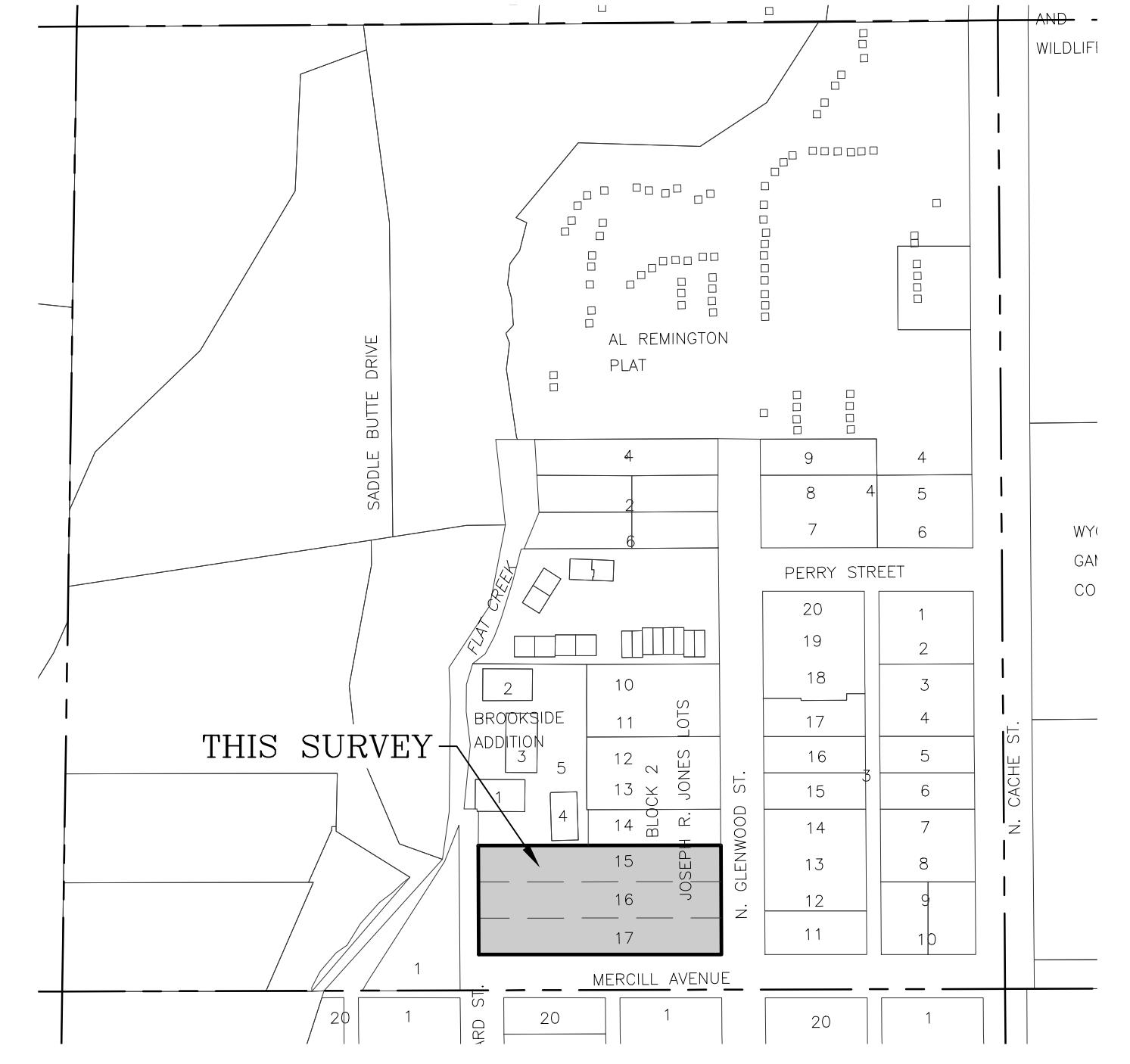
Jackson/Teton County, Wyoming, by Natalia D. Macker, Chair of Teton County Board of County Commissioners.

Signed by separate affidavit

The Children's Learning Center, Inc., a Wyoming Nonprofit Corporation

Signed by separate affidavit

Mercill Partners LLC, A Wyoming limited liability company



**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON, WYOMING (307) 733-2087

DRAWING TITLE
BOUNDARY ADJUSTMENT PLAT

DATE	12/15/2022	REV.
ENGINEERED	NE	
DRAWN	SK	
CHECKED	LR	
APPROVED	LR	

CERTIFICATE OF APPROVAL

State of Wyoming
County of Teton
Town of Jackson
The foregoing Subdivision, JOSEPH R. JONES THIRD ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council on the _____ day of _____, 2023 in accordance with Section 15-1-415 Wyoming Statutes.

Attest: Town of Jackson

Riley Taylor, Town Clerk Hailey Morton Levinson, Mayor

Brian T. Lenz, Town Engineer Paul Anthony, Planning Director

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, Mayor, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires: _____

The foregoing instrument was acknowledged before me by Riley Taylor, Clerk this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires: _____

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires: _____

The foregoing instrument was acknowledged before me by Paul Anthony, Planning Director, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires: _____

Number of Lots: 2
Lot 18 = 0.57 acres
Lot 19 = 0.58 acres

Total Project Acreage: 1.15 acres

Owner and Subdivider: Surveyor:

Teton County, Wyoming
200 South Willow
Jackson, Wyoming 83001
307-733-2087

LEGEND

- = PARCEL PROPERTY LINE
- - - = VACATED LOT LINE
- - - = EXISTING EASEMENT
- ████████ = PROPOSED ACCESS & UTILITY EASEMENT
- = ADJOINING PROPERTY LINE
- ◇ = FOUND T-STAKE "SCHERBEL LS 164"
- ◆ = FOUND 5/8" REBAR WITH CAP "PIERSON LS 3831"
- ◎ = FOUND 5/8" REBAR WITH CAP "CEDERHOLM LS 6447"
- △ = FOUND MAG WITH SHINER "NELSON ENGR PLS 15442"
- ▲ = SET 5/8" REBAR WITH CAP "NELSON ENGR PLS 15442"

THIS SUBDIVISION IS CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS.

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

NO PUBLIC MAINTENANCE OF STREETS OR ROADS IN THIS SUBDIVISION

SELLER DOES NOT WARRANT TO PURCHASER THAT HE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION.

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

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

THERE ARE NO MAPPED ACTIVE CLASS A OR B FAULTS ON OR WITHIN 200 FEET ACCORDING TO USGS SEISMIC HAZARD MAPPING CURRENT AT THE TIME OF THE SURVEY.

**Joseph R. Jones Third
Addition to the Town of Jackson**

Being identical with
Lots 15, 16 & 17, Block No. 2
of Joseph R. Jones Lots to the Town of
Jackson, Plat No. 113

located within the
NE 1/4 SE 1/4,
Section 28,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING NO	JOB TITLE	TETON COUNTY, WYOMING
1 of 1	105 MERCILL AVENUE	LOTS 15, 16 & 17, BLK 2, JOSEPH R. JONES
22-336-01		
JOB NO		

Affidavit of Acknowledgment and Acceptance of Plat

KNOW ALL MEN BY THESE PRESENTS:

_____, Bank of Jackson Hole, a Wyoming banking corporation, being first duly sworn, does hereby depose and say:

1. That Bank of Jackson Hole is the mortgagee under that mortgage of record in the Office of the Clerk of Teton County, Wyoming recorded on October 30, 2020 as Document Number 1002144 which affects title to real property according to those Ground Leases recorded in said Office as Document Numbers 1002142 and 1002143 on October 30, 2020.
2. That I have examined a copy of the Plat of Joseph R. Jones Third Addition to the Town of Jackson, being located within NE1/4 SE1/4 of Section 28, Township 41N, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, dated _____ 2023, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. That I hereby consent to the subdivision as described in the Certificate of Surveyor and the Certificate of Owner found on said Plat;
4. That I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Mortgagee as contained on said Plat.

BANK OF JACKSON HOLE, a Wyoming banking corporation:

By:

Its:

STATE OF WYOMING)
)
)ss
COUNTY OF TETON)

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared _____ for Bank of Jackson Hole, a Wyoming banking corporation, and know to me, or proved by satisfactory evidence, to be the _____ of the banking corporation that executed the foregoing instrument and acknowledged said assignment to be the free and voluntary act and deed of the corporation, by authority of Statute, its articles of incorporation or its corporate bylaws, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the banking corporation.

Notary Public

Affidavit of Acknowledgement and Acceptance of Final Plat

KNOW ALL BY THESE PRESENTS:

Natalia D. Macker, Chair of the Teton County Board of Commissioners, a duly organized county of the State of Wyoming, does hereby depose and say:

1. that Teton County is the owner of real property according to a Warranty Deed recorded in the Office of the Clerk of Teton County, Wyoming;
2. that I have examined a copy of the Plat of Joseph R. Jones Third Addition to the Town of Jackson, being located within NE1/4SE1/4 of Section 28, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____, 2022, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby consent to the subdivision as described in the Certificate of Surveyor and pursuant to the Certificate of Owner found on said plat; and
4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Owner as contained on said plat.

DATED this ____ day of _____, 2023.

Teton County, a duly organized county
of the State of Wyoming

Natalia D. Macker, Chair, Teton County Board of County Commissioners

ATTEST:

Maureen E. Murphy, County Clerk

STATE OF WYOMING)
)
 ss
COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat was acknowledged before me by Natalia D. Macker as Chair of the Board of County Commissioners of Teton County, a duly organized county of the State of Wyoming, and Maureen E. Murphy as County Clerk for Teton County, a duly organized county of the State of Wyoming, who are each personally known to me or have each

established their identity and authority to be by reasonable proof, this ____ day of _____, 2023.

Witness my hand and official seal.

Notary Public

DRAFT

Affidavit of Acknowledgement and Acceptance of Final Plat

KNOW ALL BY THESE PRESENTS:

Tyler Davis, Registered Agent for Mercill Partners LLC, a Wyoming limited liability company, does hereby depose and say:

1. that Mercill Partners LLC is lessee of real property according to that Ground Lease recorded in the Office of the Clerk of Teton County, Wyoming as document number 1002142 on October 30, 2020;
2. that I have examined a copy of the Plat of Joseph R. Jones Third Addition to the Town of Jackson, being located within NE1/4SE1/4 of Section 28, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____, 2022, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby consent to the subdivision as described in the Certificate of Surveyor and pursuant to the Certificate of Owner found on said plat; and
4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Owner as contained on said plat.

DATED this _____ day of _____, 2023.

Mercill Partners LLC, a Wyoming limited liability company

Tyler Davis, Chair, Registered Agent

STATE OF WYOMING)
)
) ss
COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat was acknowledged before me by Tyler Davis as Registered Agent of Mercill Partners LLC, a Wyoming limited liability company who is personally known to me or has established their identity and authority to be by reasonable proof, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public

Affidavit of Acknowledgement and Acceptance of Final Plat

KNOW ALL BY THESE PRESENTS:

Tami Crosson, Board Chair for Children's Learning Center, Inc., a Wyoming non-profit corporation, does hereby depose and say:

1. that Children's Learning Center, Inc., is lessee of real property according to that Ground Lease recorded in the Office of the Clerk of Teton County, Wyoming as document number 862278 on July 2, 2014;
2. that I have examined a copy of the Plat of Joseph R. Jones Third Addition to the Town of Jackson, being located within NE1/4SE1/4 of Section 28, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____, 2022, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby consent to the subdivision as described in the Certificate of Surveyor and pursuant to the Certificate of Owner found on said plat; and
4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Owner as contained on said plat.

DATED this _____ day of _____, 2023.

Children's Learning Center, Inc., a Wyoming non-profit corporation

Tami Crosson, Board Chair

STATE OF WYOMING)
)
) ss
COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat was acknowledged before me by Tami Crosson, Board Chair of Children's Learning Center, Inc., a Wyoming non-profit corporation, who is personally known to me or has established their identity and authority to be by reasonable proof, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public

Declaration of Covenants, Conditions and Restrictions for Lots 18 and 19 of the Joseph R. Jones Third Addition to the Town of Jackson (Plat No. _____)

This Declaration of Covenants, Conditions and Restrictions for Lots 18 and 19 of the Joseph R. Jones Third Addition to the Town of Jackson (this "Declaration") is made as of the _____ day of _____, 2023 by Teton County, a duly organized county of the State of Wyoming ("Declarant") as owner of the Property (defined below).

RECITALS

WHEREAS, the Declarant is the owner of the property located at 105 and 145 Mercill Avenue, Teton County, Wyoming, being Lot 18 ("Lot 18") and Lot 19 ("Lot 19") of the Joseph R. Jones Third Addition to the Town of Jackson (the "Plat"), which Plat was recorded immediately prior to this Declaration as Plat No. _____ on _____, 2023 (the "Property"), where such Property, prior to such division, is identified by PIDN 22-41-16-28-4-02-012.

WHEREAS, the Property was developed as a single site comprised of three lots of record, Lots 15, 16 and 17, Block 2 of the Joseph R. Jones Addition to the Town of Jackson (Plat No. 113).

WHEREAS,, a Boundary Adjustment (P22-____) was approved by the Town of Jackson and recorded immediately prior hereto, to divide the Property into 2 lots;

WHEREAS, certain elements of the Property, including access and utilities, trash and recycling storage will continue to be shared between Lot 18 and Lot 19, on the terms and conditions contained herein;

WHEREAS, the Declarant desires to define and allocate the rights and obligations pursuant to this Declaration between Lot 18 and Lot 19 for the shared elements defined herein;

WHEREAS, it is expressly understood and acknowledged by the parties hereto that the division and assignment of rights and obligations in this Declaration are not binding on the Town of Jackson and do not alter the responsibilities and obligations of the Property and it is expressly understood and acknowledged by the parties hereto that the Town of Jackson is not obligated to and will not enforce the division and assignment of rights and obligations in this Declaration.

NOW THEREFORE, the Declarant imposes this Declaration on the Property, and the Property shall be held, sold and conveyed subject to the following Declaration, which is for the purpose of protecting the value and desirability of the Property, and which shall run with the real property and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The above recitals are incorporated into the body of this Declaration.

1. Terms of Shared Access and Utility Easement: The Property is subject to a non-exclusive Access and Utility Easement (the "Access and Utility Easement") granted by virtue of the Plat. The purpose of the

Access and Utility Easement is for Lot 18 to continue perpetual use of the one-way drive aisle circulation through the Property from Mercill Avenue to the alley north of N Millward Street (a portion of which drive aisle is located on Lot 19), and for Lot 18 and Lot 19 to locate, use and maintain the physical components of common utilities. Use of the Access and Utility Easement for vehicular access is limited to the owners, lessees, and visitors of Lot 18 and no public access or through traffic is permitted. Use of the Access and Utility Easement for utilities is limited to the physical development required for installation, maintenance, repair or removal of utilities serving Lot 18, Lot 19, both lots in common, or any subdivision thereof. Utilities, as referenced herein, are defined as common utility services including, but not limited to, sewer, water, electric, internet, cable, phone, gas, etc.

- a. Maintenance and Costs: The Lot 18 owner(s) shall be responsible for maintenance and repair of at-grade access improvements, including snow plowing/removal, grading, repair and replacement of asphalt, installation and maintenance of signage, and any other physical necessity or amenity specific to the access use of the Access and Utility Easement. Lots 18 and 19 shall split the cost evenly between Lot 18 and Lot 19 for maintenance, repair or replacement of shared utility components within the Access and Utility Easement. Costs for maintenance, repair or replacement of physical components of utilities that are within the Access and Utility Easement but exclusively and individually serve Lot 18 or 19 shall be the responsibility of the respective lot owner individually.
- b. No Merger: It is the intent of Declarant that no merger of title shall take place which would merge the restrictions of the Access and Utility Easement with title to either Lot 18 or Lot 19 and that the restrictions on the use of Lot 18 and Lot 19, as outlined in the Access and Utility Easement, shall become and remain permanent and perpetual restrictions on the use of the Property as provided for in this Declaration and that merger, which would eliminate such restrictions, shall not take place.
- c. Reservation: The Lot 19 owner(s) reserves unto itself, its heirs, successors and assigns, the right to utilize the Access and Utility Easement, and to grant additional easements in all or part of the same location as the Access and Utility Easement granted herein, so long as said use and additional easements granted are consistent with the rights granted herein and do not interfere with the easement granted herein.
- c. Mechanics Liens; Indemnity. All work done within the Access and Utility Easement shall be timely completed and performed in a good and workmanlike manner. If a lien is filed against Lot 19 because of the actions of the owner or lessee of Lot 18, the Lot 18 owner and/or lessee shall cause such lien to be released within 30 days after receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by law to discharge and release the lien against Lot 19. If the Lot 18 owner fails to remove a lien described in this section, then the owner or owners of Lot 19 shall have the right, after providing written notice to the owner or lessee of Lot 18, to take all steps reasonably necessary to have the lien removed and the Lot 18 owner and lessee shall indemnify the Lot 19 owner(s) for all actual costs and expenses reasonably incurred by the Lot 19 owner(s) in having the lien removed

from Lot 19, including reasonable attorneys fees actually incurred by Lot 19 owner(s) in having the lien removed. Moreover, the Lot 18 owner(s) shall indemnify and hold harmless the Lot 19 owner from any actions, costs, or liabilities arising out of its, or its lessees, agents, employees, guests, or invitees, use of the Access & Utility Easement, excepting therefrom any actions, costs or liabilities arising from the gross negligence or willful acts of the Lot 19 owner(s).

2. **Grant of Shared Trash and Recycling Easement:** Declarant hereby grants for the benefit of Lot 18 and Lot 19, respectively, a non-exclusive, perpetual Trash and Recycling Enclosure easement on that easement area as legally described in Exhibit A, which exhibit is attached and incorporated herein by reference, for storage of refuse generated at the Property and disposed of by owners and/or lessees of the Property in its entirety or in part (the "Trash and Recycling Easement"). The Trash and Recycling Easement shall only be used for active disposal of refuse by owners and/or lessees of the Property in its entirety or in part, enclosed storage of refuse prior to regular collection by a sanitation and waste company, and active collection and removal of refuse off the Property by a sanitation and waste company. Refuse generated off of the Property or generated by an unpermitted use or construction on the Property is not permitted within the Trash and Recycling Easement. Declarant, as owner of Lot 18 and Lot 19, shall also have the right to install, inspect, construct, maintain, improve, and repair the physical enclosure and any storage containers or dumpsters located within the Trash and Recycling Easement, including without limitation, the rights of snow removal.
 - a. **Access:** Declarant hereby grants the permitted users and collectors of the Trash and Recycling Easement, as defined above, pedestrian or vehicular access over the Access and Utility Easement to reasonably access the Trash and Recycling Easement.
 - b. **Maintenance and Costs:** The owners and/or lessees of Lots 18 and 19, or any subdivision thereof, shall agree in writing on a fee schedule commensurate to the typical rate and volume of refuse generated by use and establish a joint contract with an agreed-upon waste collection company.
 - c. **No Merger:** It is the intent of Declarant that no merger of title shall take place which would merge the restrictions of the Trash and Recycling Easement with title to either Lot 18 or Lot 19 and that the restrictions on the use of Lot 18 and Lot 19, as outlined in the Trash and Recycling Easement, shall become and remain permanent and perpetual restrictions on the use of the Property as provided for in this Declaration and that merger, which would eliminate such restrictions, shall not take place.
 - d. **Reservation:** The owner(s) of Lot 18 and Lot 19 reserve unto itself, its heirs, successors and assigns, the right to utilize that portion of the Trash and Recycling Easement located within their respective lots, and to grant additional easements in all or part of the same location as the Trash and Recycling Easement granted herein within their respective lots, so long as said use and additional easements granted are consistent with the rights granted herein and do not interfere with the with the easement granted herein.

3. Enforcement and Remedies: Declarant, its successors, and assigns shall be entitled to enforce this Declaration by specific performance, injunction, or by bringing an action for damages. The prevailing party in an action brought under this Declaration shall be entitled to recover from the other party or parties, as the case may be, reasonable attorneys' fees and costs, in addition to all other relief provided by law or in equity, including costs and fees upon appeal.
4. HOA Successors. In the event that either Lot 18 or 19 conveys any common portion of their Lot to a homeowners association entity (an "HOA"), then for so long as such HOA owns such common portion, the rights under this Declaration shall only be enforceable by such HOA as to the relevant Lot, to the exclusion of the enforcement rights of any individual owner.
5. Amendments: Any modifications, amendments, or changes to any of the provisions of this Declaration shall be effective only if in writing and executed by owners of Lot 18 and Lot 19, including any subdivision thereof.
6. Binding Effect: This Declaration shall be appurtenant to Lot 18 and Lot 19, as they may be divided or subdivided. This Declaration shall be perpetual, shall run with the land, shall burden Lot 18 and Lot 19, as they may be divided or subdivided. Nothing contained herein shall be deemed a dedication of any easement, or any part thereof, for a public purpose or public use.
7. Governing Law: This Declaration shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming. Venue for any lawsuit brought under this Declaration shall lie exclusively in the 9th Judicial Circuit, Teton County, Wyoming. The descriptive headings of the sections contained in this Declaration are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions herein. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Declaration.
8. Recordation: This Declaration shall be recorded in the land records of the Office of the Teton County, Wyoming Clerk.
9. Severability: If any provision of this Declaration is deemed invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Declaration.
10. Authority: Declarant warrants that it is fully authorized to enter into this Declaration, and that the acquiescence or approval of no other person or entity is required.

This Declaration will take effect when recorded with the Clerk of Teton County, Wyoming.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date first above written.

TETON COUNTY, a duly organized county of the State of Wyoming

By: Natalia D. Macker, Chair, Teton County Board of County Commissioners

ATTEST:

Maureen E. Murphy, Teton County Clerk

STATE OF WYOMING)

)ss

COUNTY OF TETON

The foregoing Declaration was acknowledged before me by Natalia D. Macker as Chair of the Board of County Commissioners of Teton County, a duly organized county of the State of Wyoming, and Maureen E. Murphy as County Clerk for Teton County, a duly organized county of the State of Wyoming, who are each personally known to me or have each established their identity and authority to be by reasonable proof, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public

EXHIBIT A

Legal Description of Trash and Recycling Easement

DRAFT

**Notice Regarding Transfer of Floor Area
From Lot 19 (Sending Property) to Lot 18 (Receiving Property), Joseph R. Jones Third Addition**

WHEREAS, Teton County, Wyoming, a duly organized county of the State of Wyoming ("Teton County"), is the owner of **Lot 19 of the Joseph R. Jones Third Addition to the Town of Jackson, Teton County, Wyoming according to that Plat recorded in the Office of the Teton County Clerk on _____ as Plat No. _____**, being a portion of PIDN 22-41-16-28-4-02-012 (the "Sending Property").

WHEREAS, Teton County is also the owner of **Lot 18 of the Joseph R. Jones Third Addition to the Town of Jackson, Teton County, Wyoming according to that Plat recorded in the Office of the Teton County Clerk on _____ as Plat No. _____**, being a portion of PIDN 22-41-16-28-4-02-012 (the "Receiving Property").

WHEREAS, Teton County applied to the Town of Jackson for a Zoning Compliance Verification for an anticipated Boundary Adjustment to split three lots of record, Lots 15, 16 and 17, Block 2 of the Joseph R. Jones Addition to the Town of Jackson, Plat No. 113, into 2 lots (P22-251).

WHEREAS, on _____, 2022, the Town of Jackson Planning Director issued a Zoning Compliance Verification for the proposed Boundary Adjustment requiring, among other things, that Teton County record notice in the title record for both the Sending Property and Receiving Property regarding floor area calculations between the two sites (P22-251). The purpose of this notice is to document a floor area transfer from the Sending Property to the Receiving Property as of the date this Notice is recorded.

WHEREAS, Teton County submitted its Boundary Adjustment application to the Town of Jackson (P22-____). At the time the Boundary Adjustment application was submitted, the Sending Property and Receiving Property were developed as a unified site with 2 structures, containing a total of **22,012** square feet of floor area, in compliance with applicable zoning regulations.

Commented [JA1]: All highlighted numbers to be confirmed prior to recording.

WHEREAS, it was anticipated that after the Boundary Adjustment was approved and recorded, the Receiving Property would be developed with approximately **3,626** square feet more floor area than allowed under the CR-2 regulations.

WHEREAS, it was anticipated that after the Boundary Adjustment was approved and recorded, the Sending Property would be developed with approximately **3,626** square feet less floor area than allowed under the CR-2 regulations.

WHEREAS, to ensure compliance with the Town of Jackson Land Development Regulations, the Sending Property is transferring **3,626** square feet of floor area to the Receiving Property, and the Receiving Property is accepting said transfer of **3,626** square feet of floor area.

WHEREAS, on _____, 2023, the Town Council approved Teton County's request for a Boundary Adjustment **[add any final conditions here]**

WHEREAS, pursuant to the Boundary Adjustment approval, Teton County is recording this Notice to memorialize the transfer of **3,626** square feet of floor area from the Sending Property to the Receiving Property, and once this transfer is complete, it will result in a reduction of the available floor area on the Sending Property of **3,626** square feet.

WHEREAS, the Planning Director is also signing this Notice to confirm that, pursuant to the transfer described herein, the Sending Property and Receiving Property comply with current Town of Jackson, Wyoming Land Development Regulations ("LDRs") for floor area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Teton County, as owner of the Sending Property, hereby transfers 3,626 square feet of floor area from the Sending Property to the Receiving Property. Teton County, as owner of the Receiving Property, hereby accepts the transfer of 3,626 square feet of floor area from the Sending Property to the Receiving Property. The transfer of floor area described herein from the Sending Property to the Receiving Property shall not restrict or in any way limit the Sending Property or Receiving Property from obtaining additional floor area or other development rights from the following: (i) a future transfer of development rights or floor area to the Sending Property or Receiving Property so long as such transfer is permitted by the LDRs, as they may be amended; (ii) any zoning or regulatory changes that increase allowable floor area on the Sending Property or Receiving Property; or (iii) future redevelopment of the Sending Property and/or Receiving Property.

[Remainder of Page Intentionally Left Blank—Signatures to Follow]

Teton County, Wyoming, a duly organized county of the State of Wyoming

As owner of both the Sending and Receiving Property

By: Natalia Macker, Chair, Teton County Board of County Commissioners

ATTEST:

Maureen E. Murphy, Teton County Clerk

STATE OF WYOMING)

COUNTY OF TETON)

The foregoing Notice Regarding Transfer of Floor Area was acknowledged before me by Natalia D. Macker as Chair of the Board of County Commissioners of Teton County, a duly organized county of the State of Wyoming, and Maureen E. Murphy as County Clerk for Teton County, a duly organized county of the State of Wyoming, who are each personally known to me or have each established their identity and authority to be by reasonable proof, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public

Approved by the Town of Jackson Planning Department

By: Paul Anthony
Its: Planning Director, Town of Jackson, Wyoming

STATE OF WYOMING)
) ss
COUNT OF TETON)

Subscribed and sworn to before me by Paul Anthony, as Planning Director for the Town of Jackson, Wyoming this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public



LEGAL NOTICE

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that Teton County, intends to apply for a permit for a boundary adjustment of a subdivision in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town of Jackson Council at Jackson Town Hall. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed Boundary Adjustment shall adjust the lot lines between Lot 15, Lot 16 and Lot 17, Block 2 of the J.R. Jones Lots, Plat No. 113 into two lots, records of the Clerk of Teton County and being located within Section 28, Township 41 North, Range 116 West, street address 105 Mercill Avenue. The site is accessed from Mercill Avenue, and North Glenwood Street. The name of the Subdivision is Joseph R. Jones Third Addition to the Town of Jackson.

412854

daily horoscope

THE STARS SHOW THE KIND OF DAY YOU'LL HAVE:
5-DYNAMIC, 4-POSITIVE, 3-AVERAGE; 2-SO-SO; 1-DIFFICULT

HAPPY BIRTHDAY for Thursday, Dec. 8, 2022: You are warm, friendly and optimistic. People enjoy your company because you are cheerful. You are also caring and generous. This is a winning year for you, which is why many of you will get promoted or receive awards or kudos for your talents and efforts. Bravo!

ARIES (March 21-April 19)

★★★ Lightheartedness is it's all too easy to get prissy in debates about politics, religion or sexual issues. You're ready to argue! (Let's face it, sometimes you like to argue.) Instead, use this energy to make travel plans or explore your world by learning something new. Tonight: Stay realistic.

TAURUS (April 20-May 20)

★★★ Fiery debates about shared property, shared responsibilities, debt, insurance or inheritances might be sparked today. Generally, these important issues are not settled wisely through anger. What you need is a calm frame of mind to deal with your wealth. Tonight: Conserve money.

GEMINI (May 21-June 20)

★★ This is a classic day for arguments with spouses, partners and close friends, because fiery Mars is in your sign opposing the Sun, which is opposite your sign. Ops! Bad Day at Black Rock! Use your common sense. Do you want to be miserable today? No, you don't. Make that your objective. Tonight: Be sensible.

CANCER (June 21-July 22)

★★ I might be challenging dealing with coworkers today or people related to your health or your pet, because something going on in your unconscious mind makes you trigger-happy and grumpy. Note: A happy mind rarely gets angry. An unhappy mind often does. Take it easy. Tonight: Soothe.

LEO (July 23-Aug. 22)

★★★ Most Leos are not strict parents. They're friends. Keep this in mind, because today you might be a little odd for your kids. You also might be at odds with a colleague, partner, Doctor or sports colleagues. Hey, anger will only make you miserable along with everyone else. It's your call. Tonight: Socialize.

VIRGO (Aug. 23-Sept. 22)

★★ Because of some kind of confusion, you might have difficulty dealing with parents, older family members or authority figures today. The bottom line is you have to ask yourself what kind of day you want. Do you want to be angry? No, of course not. Life is short — you want to be happy! Tonight: Don't promise too much.

PISCES (Feb. 19-March 20)

★★ Today is the classic day when you might find yourself at odds with authority figures — bosses, parents, teachers and the police. Family squabbles are also likely. But this doesn't have to happen if you choose to stay calm and not get involved. Tonight: Cocoon.

BORN TODAY

Rap artist Nicki Minaj (1982), actress Anna Sophia Robb (1993), actor Wendell Pierce (1963)

★★★ Find more Georgia Nicols horoscopes at georgianicols.com. (c) 2022 by King Features Syndicate Inc.

■ People

Film 'Loudmouth' traces evolution of Al Sharpton

NEW YORK (AP) — The Rev. Al Sharpton has been called a lot of names in his public life: a hustler, a racist, an opportunist, a fraud, a rat, a jester.

He embraces at least one of the intended insults, a name often hurled by his critics on the right and the left: "Loudmouth." That's also the title of a two-hour documentary about the national civil rights leader debuting at theaters in over 20 cities Friday.

Sharpton's brash and combative styles, deployed in his advocacy for victims and families seeking accountability over police brutality and racial injustices, are on full display as film director Spike Lee, left, and activist Rev. Al Sharpton attend the premiere for "Loudmouth" during the 2022 Tribeca Film Festival in New York on June 18. The film opens at theaters in over 20 cities Friday.

Sharpton, 66, has been a political mentorship by the Rev. Jesse Jackson and soul music icon James Brown, as well as his headline-grabbing activism in New York in the 1980s.

Directed by Josh Alexander and executive produced by singer-songwriter John Legend, "Loudmouth" has already screened at the Tribeca, Chicago, Philadelphia, Martha's Vineyard and Denver film festivals. Its nationwide release comes at a "critical point" in U.S. politics, when divided government via the Republican-controlled House and the Democrat-controlled Senate could mean intensified activism around a civil rights agenda, Sharpton said.

"I think it's more needed now than ever," he told The Associated Press. "the kind of direct action and work on the ground that create the climate for progress. It's going to double our efforts."



ANDY KROPP/REUTERS/AP

The documentary opens with the civil rights leader's 2019 birthday party, which was attended by A-list celebrities and top New York elected officials. The film concludes with a tearful Sharpton leading a prayer in 2021 after a jury convicted a white, former Minneapolis police officer for the murder of George Floyd. In between those bookends, viewers see an in-depth exploration of Sharpton's upbringing by his mother, Ada Richards Sharpton.

SCORPIO (Oct. 23-Nov. 21)

★★★ Money squabbles are likely today. They could be about who picks up the tab for something, earnings or how to share expenses. Perhaps this discussion about finances is a smoke screen for a power struggle. (You rarely lose power struggles.) Tonight: Check your finances.

SAGITTARIUS (Nov. 22-Dec. 21)

★★★ Do not blindly assert yourself today when dealing with partners or teammates, because you will be tempted to do so. In part this is because you are identifying with your ego today. Me, me, me. (As we all do.) Instead, think about your objective and the results you want. Tonight: Stay friendly.

CAPRICORN (Dec. 22-Jan. 19)

★★★ You are chatty now that Mercury is in your sign. You have something to say, and you want to enlighten others. However, this is a day when people are aggressive with each other, even subconsciously. You might feel defensive. Take a step back and watch what's going on around you. Tonight: Party.

AQUARIUS (Jan. 20-Feb. 18)

★★★ Friendships are important to you. Therefore, today, when you might feel aggression with friends or groups, take a moment and ask yourself what you are doing. Don't take the bait. Don't get suckered into an argument. Take the high road. Tonight: Party.

ATTENTION:
The Teton County
Treasurer, Assessor,
and Vehicle Title Offices
will close at 4:30 pm
beginning January 3, 2023!

New office hours will be
MONDAY-FRIDAY,
9 AM TO 4:30 PM.



Jackson Hole Daily

Translate to



LEGAL NOTICE

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that Teton County, intends to apply for a permit for a boundary adjustment of a subdivision in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town of Jackson Council at Jackson Town Hall. Please contact the Planning

Office at 733-0440 for the scheduled meeting date. The proposed Boundary Adjustment shall adjust the lot lines between Lot 15, Lot 16 and Lot 17, Block 2 of the J.R. Jones Lots, Plat No. 113 into two lots, records of the Clerk of Teton County and being located within Section 28, Township 41 North, Range 116 West, street address 105 Mercill Avenue. The site is accessed from Mercill Avenue, and North Glenwood Street. The name of the Subdivision is Joseph R. Jones Third Addition to the Town of Jackson.

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Updated Zoning Compliance Verification

PHYSICAL DEVELOPMENT (§ 2.2.12.B, ARTICLE 5)		COMPLIES W/ CONDITIONS		
	LDR Standard	Proposed Lot 18	Proposed Lot 19	Proposed Result
1. Lot Standards				Complies
Primary street setback range for buildings (min-max)	0' – 10'	n/a	n/a	n/a—the proposed lot line reconfiguration does not impact the relationship of existing physical development to existing streets
Secondary street setback range for buildings (min-max)	0' – 10'	n/a	n/a	n/a—the proposed lot line reconfiguration does not impact the relationship of existing physical development to existing streets
Side Interior setback for buildings (min)	5'	12.5'	19.5'	Complies
Rear setback for buildings (min)	10'	n/a	n/a	n/a—the proposed lot line reconfiguration does not impact the relationship of existing physical development to existing adjacent lots
Abutting protected zone setback (min)	10'	n/a	n/a	n/a—no abutting protected zones
Landscape Surface Ratio (min)	10%	LSR Zone #1: 247sf LSR Zone #2: 5978sf LSR Zone #3: 516sf LSR Zone #4: 615sf Total: $2,816\text{sf}/25,372.5 = 11\%$ $7,356\text{sf}/24,727.5\text{sf} = 30\%$	$2,816\text{sf}/25,372.5 = 11\%$	Complies For Lot 18, removed LSR zone 3 area lost to 7.5' lot line adjustment; also conservatively eliminated areas not yet revedg after parking space and drive aisle reconfiguration

Plant Units (min)	1/1,000sf landscape area + 1/12 parking spaces	2,473sf/1,000sf = 3pu required 18 spaces/12 = 2pu 8 pu installed	2,537sf/1,000sf = 3pu required All parking interior to structure 3 pu provided	Complies Lot 18 adjusted for loss of 1 tree, 19 shrubs for drive reconfiguration
Fence height in street or side yard (max)	4'	No fencing located in newly created interior side yard	No fencing located in newly created interior side yard	Complies; if trash enclosure is counted as fencing, it is located within proposed easement for shared use between the lots
Fence height in rear yard (max)	6'	n/a	n/a	n/a—the proposed lot line reconfiguration does not impact the relationship of existing physical development to existing adjacent lots
Fence setback from pedestrian frontage (min)	1'	n/a	n/a	n/a—the proposed lot line reconfiguration does not impact the relationship of existing physical development to existing pedestrian frontages
Fence setback from side or rear lot line (min)	0'	No fencing located in newly created interior side yard	No fencing located in newly created interior side yard	Complies
Parking setback from primary street, above ground (min)	30'	n/a	n/a	n/a—the proposed lot line reconfiguration does not impact the relationship of existing physical development to existing streets
Parking setback from secondary street, surface (min)	30'	n/a	n/a	n/a—the proposed lot line reconfiguration does not impact

				the relationship of existing physical development to existing streets
Parking setback from secondary street, tuck-under, enclosed or structured (min)	0'	n/a	n/a	n/a—the proposed lot line reconfiguration does not impact the relationship of existing physical development to existing streets
Curb cut width (max)	24'	n/a	n/a	n/a – not impacted by lot line reconfiguration
2. Bulk Standards				Complies w/ Conditions
Width of ground and 2nd story in primary street setback range as % of lot width (min)	70%	n/a	n/a	Complies—70% minimum increases to approx. 83%
Width of ground and 2nd story in primary street setback range as length from street corner (min)	30'	n/a	n/a	n/a—the proposed lot line reconfiguration does not impact the relationship of existing physical development to existing streets
Width of ground and 2nd story in secondary street setback range as % of lot width (min)	35%	n/a	n/a	n/a—the proposed lot line reconfiguration does not impact the relationship of existing physical development to existing streets; lot width along secondary street not proposed to change
Width of ground and 2nd story in secondary street setback range as length from street corner (min)	30'	n/a	n/a	n/a—the proposed lot line reconfiguration does not impact the relationship of existing physical development to

				existing streets; lot width along secondary street not proposed to change
Building Height (max) if roof pitch $\geq 5/12$	46'	n/a	n/a	n/a – not impacted by lot line reconfiguration
Building Height (max) if roof pitch $< 5/12$	42'	n/a	n/a	n/a – not impacted by lot line reconfiguration
Stories (max)	3	n/a	n/a	n/a – not impacted by lot line reconfiguration
Stories or Height (min) in any street setback range	2 or 24'	n/a	n/a	n/a—the proposed lot line reconfiguration does not impact the relationship of existing physical development to existing streets
Stepback for any 3rd story street facade or street facade over 30' (min)	10'	n/a	n/a	n/a—the proposed lot line reconfiguration does not impact the relationship of existing physical development to existing streets
Encroachment in stepback (max % of overall facade width) (a building with only residential use that has at least 4 units is exempt from the stepback requirement)	60%	n/a	n/a	n/a – not impacted by lot line reconfiguration
Floor area ratio (FAR max) (E.3.)	0.46	24,727.5 sf(0.46)= 11,374sf allowed 15,000sf existing	25,372.5 sf (0.46)= 11,671sf allowed 54,384sf existing -225sf basement habitable -26,636sf restricted housing (2 nd & 3 rd floors) -1,311sf restricted housing (1 st floor circulation)	Condition for recordation of deed restriction

			-19,200sf non-habitable =7,012sf total FA	
Deed restricted housing exemption	Sec. 7.8.3	none	30 Workforce restricted condos	Complies
Workforce housing floor area bonus	Sec. 7.8.4	none	30 Workforce restricted condos	Complies
3. Form Standards				Not applicable
Design Guidelines	Apply to all development	n/a	n/a	n/a – not impacted by lot line reconfiguration
Pedestrian frontage, trees in grates	see Sec. 2.2.1.C	n/a	n/a	n/a – not impacted by lot line reconfiguration
Building Frontage Options	see Sec. 2.2.1.D	n/a	n/a	n/a – not impacted by lot line reconfiguration
Parking Type Options	see Sec. 2.2.1.E	n/a	n/a	n/a – not impacted by lot line reconfiguration
4. Environmental Standards				Not applicable
Natural Resource Setback (min)	see Sec. 5.1.1	n/a	n/a	n/a – not impacted by lot line reconfiguration
Irrigation Ditch Setback (min)	15'	n/a	n/a	n/a – not impacted by lot line reconfiguration
5. Scenic Standards				Complies
Exterior light trespass	Prohibited	Limited lighting for ingress/egress	Limited lighting for ingress/egress	Complies
Lumens per site (max)	3/sf site dev			
All fixtures	100,000	n/a	n/a	n/a – not impacted by lot line reconfiguration
Unshielded fixtures	5,500	n/a	n/a	n/a – not impacted by lot line reconfiguration
Light Color	≤3000 Kelvin	n/a	n/a	n/a – not impacted by lot line reconfiguration
Scenic Resources Overlay	see Sec. 5.3.2	n/a	n/a	n/a – not impacted by lot line reconfiguration

6. Natural Hazards to Avoid				
Steep Slopes	Development prohibited on slopes >25%, Hillside CUP required if average cross-slope $\geq 10\%$	n/a	n/a	n/a – not impacted by lot line reconfiguration
Areas of Unstable Soils	Sec. 5.4.2	n/a	n/a	n/a – not impacted by lot line reconfiguration
Fault Area	Sec. 5.4.3	n/a	n/a	n/a – not impacted by lot line reconfiguration
Floodplains	Sec. 5.4.4	n/a	n/a	n/a – not impacted by lot line reconfiguration
Wildland Urban Interface	Sec. 5.4.5	n/a	n/a	n/a – not impacted by lot line reconfiguration
7. Signs				
Number of signs (max)	3 per business per frontage	n/a	n/a	n/a – not impacted by lot line reconfiguration
Background color	No white or yellow	n/a	n/a	n/a – not impacted by lot line reconfiguration
Total sign area (max)	3 sf per ft of street facade width up to 150 sf	n/a	n/a	n/a – not impacted by lot line reconfiguration
Penalty	10% per projecting and freestanding sign	n/a	n/a	n/a – not impacted by lot line reconfiguration
Canopy sign Setback (min)	18" from back of curb	n/a	n/a	n/a – not impacted by lot line reconfiguration
Freestanding sign Setback (min)	5'	No freestanding signs w/in 5' of proposed lot line	No freestanding signs w/in 5' of proposed lot line	Complies
Projecting sign Setback (min)	18" from back of curb	n/a	n/a	n/a – not impacted by lot line reconfiguration
8. Grading, Erosion Control, Stormwater				
Grading	(Sec. 5.7.2.)	n/a	n/a	n/a – not impacted by lot line reconfiguration

Erosion Control	(Sec. 5.7.3.)	n/a	n/a	n/a – not impacted by lot line reconfiguration
Stormwater Management	(Sec. 5.7.4.)	Existing	Existing	Complies—grading and stormwater storage designed for each development area which is consistent with proposed lot line configuration
9. Physical Development Permits Required				Not applicable
None required – no physical development proposed				

USE (§ 2.2.12.C, ARTICLE 6)					COMPLIES
	LDR Standard	Proposed Lot 18	Proposed Lot 19	Proposed Result	
1. Allowed Use: Day Care/Education					Not applicable
Individual Use (max)	n/a	n/a	n/a	n/a—no zone standard	
Density (max)	n/a	n/a	n/a	n/a—no zone standard	
Additional Zone-Specific Standards (§ 2.2.12.E.3)	Existing Floor Area Allowed	n/a	n/a	n/a	
Allowed Use: Attached Single-Family Unit					Complies
Individual Use (max)	8,000 sf habitable excluding basement	n/a	Each condo unit <8,000sf	Complies	
Density (max)	n/a	n/a	n/a	n/a—no zone standard	
Additional Zone-Specific Standards (§ 2.2.12.E.3)	Existing Floor Area Allowed	n/a	n/a	n/a	
2. Use Requirements					Complies
Required Parking (min)	independent calculation + 1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	22 spaces required per B16-124; 22 provided	50 spaces required per B20-0512; 50 spaces provided	Complies	
Parking Location	On-site preferred	On-site + street (4)	On-site	Complies	
Additional Zone-Specific Standards (§ 2.2.12.E.1)	Provision of Nonresidential, Nonlodging Parking	n/a	n/a	n/a—Parking defined in Building Permits	

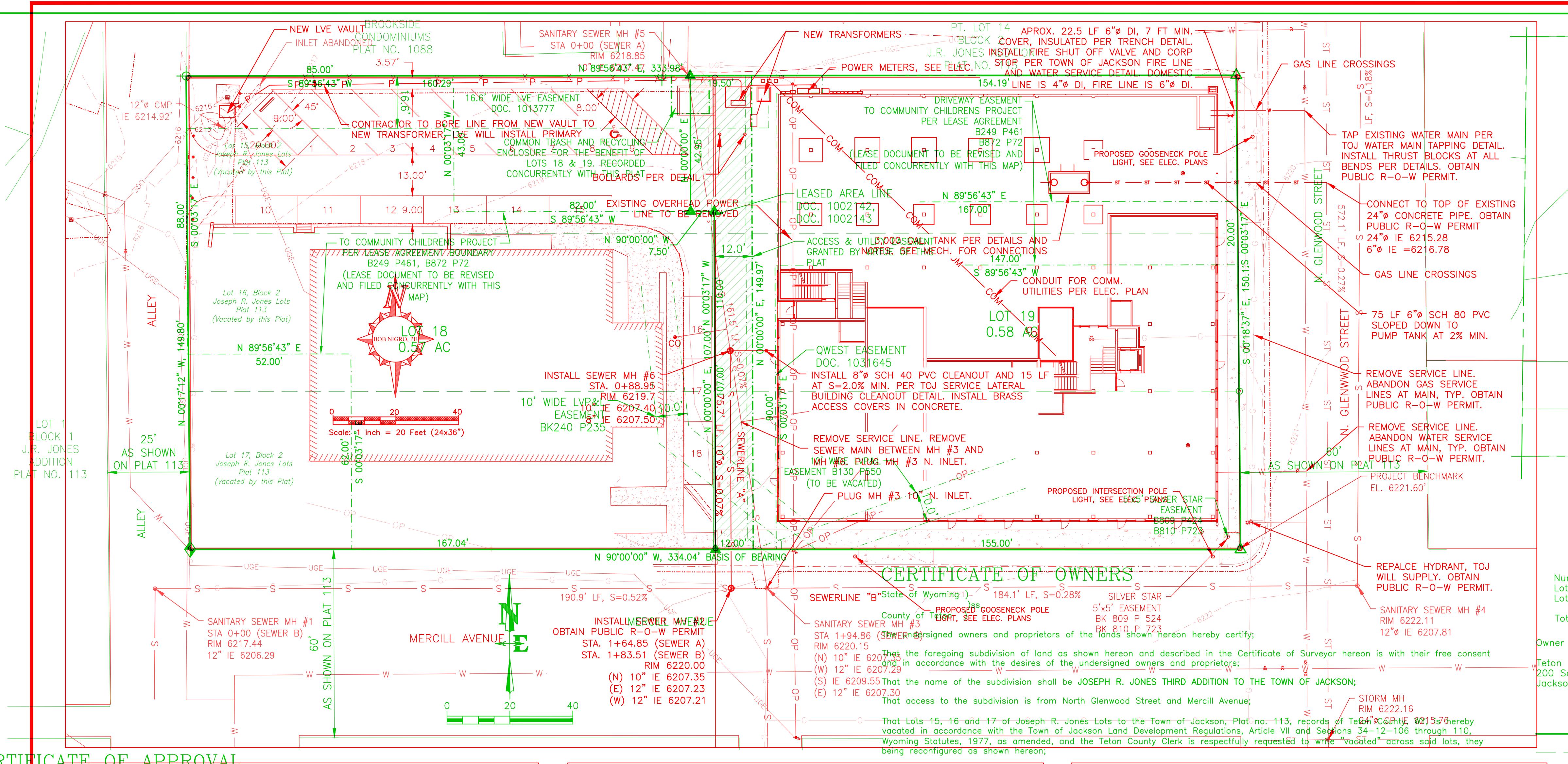
Additional Zone-Specific Standards (§ 2.2.12.E.2)	Loading Requirement	n/a	n/a	n/a – not impacted by lot line reconfiguration
Affordable Workforce Housing mitigation units required	independent calculation + exempt	n/a	n/a	n/a – not impacted by lot line reconfiguration
Affordable Workforce Housing mitigation method	On-site preferred	n/a	n/a	n/a – not impacted by lot line reconfiguration
3. Operational Standards				Not applicable
Outside Storage (§ 6.4.1)	Prohibited	n/a	n/a	n/a – not impacted by lot line reconfiguration
Refuse and Recycling (§ 6.4.2)	Enclosure required if > 4 DUs and all nonresidential	n/a	n/a	Condition of approval that shared trash enclosure across proposed lot line be in an easement
Noise (§ 6.4.3)	65 DBA sound level at property line (max)	n/a	n/a	n/a – sound at new interior lot line limited to cars and patrons of commercial uses
Vibration (§ 6.4.4)	N/A	n/a	n/a	n/a – not impacted by lot line reconfiguration
Electrical Disturbance (§ 6.4.5)	N/A	n/a	n/a	n/a – not impacted by lot line reconfiguration
Fire/Explosive Hazard (§ 6.4.6)	N/A	n/a	n/a	n/a – not impacted by lot line reconfiguration
Heat/Humidity (§ 6.4.7)	N/A	n/a	n/a	n/a – not impacted by lot line reconfiguration
Radioactivity (§ 6.4.8)	N/A	n/a	n/a	n/a – not impacted by lot line reconfiguration
Other Prohibitions (§ 6.4.9)	N/A	n/a	n/a	n/a – not impacted by lot line reconfiguration

DEVELOPMENT OPTIONS & SUBDIVISION (§ 2.2.12.D, ARTICLE 7) COMPLIES W/ CONDITIONS				
	LDR Standard	Proposed Lot 18	Proposed Lot 19	Proposed Result
1. Allowed Subdivision and Development Options				Complies
Lot Size (min)	7,500sf	24,727.5 sf	25,372.5 sf	Complies
2. Residential Subdivision Requirements				Not applicable
Schools exaction	.020 acres per 1- or 2-family unit .015 acres per multi-family unit	n/a	n/a	n/a—not creating new lots
Parks exaction	9 acres per 1,000 resident	n/a	n/a	n/a—not creating new lots
3. Infrastructure				Complies with conditions
Access	Required	Existing; one-way traffic to begin upon completion of Mercill condos	Existing	Condition of approval to include CLC access off Mercill in easement
Right-of-way for Minor Local Road (min)	60'	n/a	n/a	n/a – not impacted by lot line reconfiguration
Paved travel way for Minor Local Road (min)	20'	n/a	n/a	n/a – not impacted by lot line reconfiguration
Water	public	Existing	Existing	Complies—water for Lot 18 tapped off main on alley/Saddle Butte Rd; water for Lot 19 tapped off main on Glenwood St; not impacted by proposed lot line
Sewer	public	Existing	Existing	Complies—both Lots 18 and 19 use sewer line located in proposed access and utility easement; stem from sewer line on Mercill Ave
4. Required Subdivision and Development Option Permits				Not applicable
None required – no subdivision proposed				

Prior Permits Review

PRIOR PHYSICAL DEVELOPMENT PERMITS					COMPLIES
	Status	Proposed Lot 18	Proposed Lot 19	Proposed Result	
B21-0025	Complete	n/a	demo storage building and foundations	Complies	
B20-0748	Complete	n/a	Grading permit to regrade and pave new access	Complies	
B20-0527	Complete	n/a	Demo to remove 3 cabins from property	Complies	
B20-0512	In construction	n/a	New mixed use building	Complies – above LDR Review based on this Building Permit	
P18-055	Complete	Wall sign for CLC	n/a	n/a – wall sign not impacted by lot lines	
P17-175	Complete	Admin Adjustment to increase the fence height to 6'4" where 6' max is allowed	n/a	n/a—does not apply to interior side where lot line is proposed	
B16-0125	Complete	Grading permit for site prep for CLC building	n/a	Complies	
B16-0124	Complete	New child care center for CLC	n/a	Complies – above LDR Review based on this Building Permit	
B15-0560	Complete	Demo all structure/utilities	n/a	Complies	
P15-073	Complete	Development Plan for CLC	n/a	Complies—Development Plan resulted in B16-124 on which the above LDR Review is based	
PRIOR USE PERMITS					COMPLIES
	Status	Proposed Lot 18	Proposed Lot 19	Proposed Result	
P15-092	Complete – use ongoing	Basic Use Permit for Daycare/Education	n/a	Complies	

ATTACHMENT 7: OVERLAY OF UTILITIES (RED) and EASEMENTS (GREEN)



ATTACHMENT 8: STORMWATER (RED) and LOT LINES (GREEN)

