



TOWN OF JACKSON

PLANNING & BUILDING

DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

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

Joint Town/County

- Parks and Recreation
- Pathways
- Housing Department

Teton County

- Planning Division

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

State of Wyoming

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

Federal Agencies

- Army Corp of Engineers

Utility Providers

- Qwest
- Lower Valley Energy
- Bresnan Communications

Special Districts

- START
- Jackson Hole Fire/EMS
- Irrigation Company

Date: February 1, 2023

Item #: P23-024

Planner: Tyler Valentine

Phone: 733-0440 ext. 1305

Email: tvalentine@jacksonwy.gov

Owner:

Pine Canyon LLC
PO Box 4741
Jackson, WY 83001

Applicant:

Y2 Consultants
PO Box 2870
Jackson WY 83001

REQUESTS:

The applicant is submitting a request for a Pre-Application Conference for a Development Agreement for the properties located at 150,170,230,250,270 Jessica Ln. legally known as LOTs A, B, C, D, E, PINE GLADES TOWNHOMES PHASE 1 (RESERVED FOR 2 FUTURE TOWNHOME LOTS), PIDNs 22-41-16-33-4-38-001, 002,003,004,005

For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.

Please respond by: February 22, 2023 (with Comments)

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



y2consultants.com
307 733 2999

CONSULTANTS

ENGINEERING, SURVEYING & PLANNING
LANDSCAPE ARCHITECTURE, GIS
NATURAL RESOURCE SERVICES

January 31, 2023

Delivery via email

Y2 Consultants
c/o Megan Nelms
PO Box 2870
Jackson, WY 83001
megan@y2consultants.com

**RE: Pre-Application Request
Lots A-E, Pine Glades Townhomes, Phase I
Pine Glades PUD/Jessica Ln
Jackson, Wyoming**

Dear Town of Jackson Planning Department,

I am submitting this pre-application request on behalf of our client, Pine Canyon, LLC, who owns Lots A-E, Pine Glades Townhomes, Ph I. As discussed in the following project narrative, the applicant desires to continue development of Lots A-E, however, we are aware that a number of improvements and an approved Development Agreement with the Town are needed prior to any further development. Work was started in approximately 2018 to complete the improvements required in Phase I, however a final Development Agreement was never approved by the Town Council and put in place.

I am requesting a pre-application conference for an overview of the land development codes as they pertain to the development and what is needed to get an updated Development Agreement, associated list of improvements and plans & drawings submitted and approved by the Town so that work may continue within the subdivision.

Thank you for this opportunity, please contact me at your convenience if you have any questions or concerns.

Sincerely,

Megan Nelms, AICP
Senior Planner
megan@y2consultants.com



NARRATIVE PROJECT DESCRIPTION

DEVELOPMENT AGREEMENT

Our client owns Lots A-E, Pine Glades Townhomes, Phase I and is ready to proceed with development of the lots. A Final Development Plan for Pine Glades PUD was approved in 2008, with the subdivision to be developed in two phases. Lots A-E are planned as phase two. The Final Development Plan also requires that improvements be constructed in conjunction with further subdividing and development of Lots A-E. Per Town regulations, our client is also required to enter into a Development Agreement with the Town for the required improvements.

In 2018, a draft Development Agreement for the required improvements for Lots A-E was submitted to the Town Planning Office, however, records indicate that it was never officially approved by the Town. I have attached a copy of that draft agreement. Y2 would like to review the draft Agreement from 2018 and its compliance with current Town regulations. I would also like to discuss the required improvements and approval process for the Development Agreement with Planning and Engineering Staff. Specifically, reviewing which subdivision improvements remain outstanding, the required plans, specifications and drawings, the approval timeline and any other pertinent information needed to get the Agreement to Council for approval.

Please let me know if any additional information or documents need to be provided and I look forward to meeting with you.

-END-



PRE-APPLICATION CONFERENCE REQUEST (PAP)
Planning & Building Department

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

For Office Use Only

Fees Paid _____

Time & Date Received _____

Application # _____

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

APPLICABILITY. This application should be used when applying for a **Pre-application Conference**. The purpose of the pre-application conference is to identify the standards and procedures of these LDRs that would apply to a potential application prior to preparation of the final proposal and to identify the submittal requirements for the application.

For additional information go to www.townofjackson.com/204/Pre-Application

PROJECT.

Name/Description: _____

Physical Address: _____

Lot, Subdivision: _____

PIDN: _____

PROPERTY OWNER.

Name: _____

Phone: _____

Mailing Address: _____

ZIP: _____

E-mail: _____

APPLICANT/AGENT.

Name, Agency: _____

Phone: _____

Mailing Address: _____

ZIP: _____

E-mail: _____

DESIGNATED PRIMARY CONTACT.

Property Owner

Applicant/Agent

ENVIRONMENTAL PROFESSIONAL. For EA pre-application conferences, a qualified environmental consultant is required to attend the pre-application conference. Please see Subsection 8.2.2.C, Professional Preparation, of the Land Development Regulations, for more information on this requirement. Please provide contact information for the Environmental Consultant if different from Agent.

Name, Agency: _____ Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

TYPES OF PRE-APPLICATION NEEDED. Check all that apply; see Section 8.1.2 of the LDRs for a description of review process types.

Physical Development Permit
 Use Permit
 Development Option or Subdivision Permit
 Interpretations of the LDRs
 Amendments to the LDRs
 Relief from the LDRs
 Environmental Analysis

This pre-application conference is:
 Required
 Optional
 For an Environmental Analysis
 For grading

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Provide **one electronic copy** (via email to planning@jacksonwy.gov) of the submittal packet.

Have you attached the following?

Application Fee. Go to www.townofjackson.com/204/Pre-Application.com 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>.

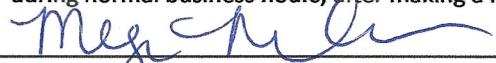
Narrative Project Description. Please attach a short narrative description of the project that addresses:
 Existing property conditions (buildings, uses, natural resources, etc)
 Character and magnitude of proposed physical development or use
 Intended development options or subdivision proposal (if applicable)
 Proposed amendments to the LDRs (if applicable)

Conceptual Site Plan. For pre-application conferences for physical development, use or development option permits, a conceptual site plan is required. For pre-application conferences for interpretations of the LDRs, amendments to the LDRs, or relief from the LDRs, a site plan may or may not be necessary. Contact the Planning Department for assistance. If required, please attach a conceptual site plan that depicts:
 Property boundaries
 Existing and proposed physical development and the location of any uses not requiring physical development
 Proposed parcel or lot lines (if applicable)
 Locations of any natural resources, access, utilities, etc that may be discussed during the pre-application conference

Grading Information (REQUIRED ONLY FOR GRADING PRE-APPS). Please include a site survey with topography at 2-foot contour intervals and indicate any areas with slopes greater than 25% (or 30% if in the NC Zoning District), as well as proposed finished grade. If any areas of steep slopes are man-made, please identify these areas on the site plan.

Other Pertinent Information. Attach any additional information that may help Staff in preparing for the pre-app or identifying possible key issues.

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



Signature of Owner or Authorized Applicant/Agent

Megan Nelms

Name Printed

1/31/2023

Date

Agent

Title



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

Date: January 30, 2023

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

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

John Raymond, 1908

Being duly sworn, deposes and says that Pine Canyon, LLC is the owner in fee of the premises located at:

Address of Premises: 150, 170, 230, 250 & 270 Jessica Ln.

Legal Description: Lots A-E, Pine Glades Townhomes, Phase I.

Legal Description: _____
Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Megan Nelms/Y2 Consultants

Mailing address of Applicant/agent: PO Box 2870 Jackson, WY 83001

6 Application/agent - megap@y2consultants.com

Telephone number of Applicant/agent: 307-632-5656

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 Works Permit, Grading and Erosion Control Permit, Business License Application

Demolition Permit Home Occupation Other (describe) Development Agreement

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.

Property Owner Signature

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

STATE OF Florida)
COUNTY OF Palm Beach)
) SS.

The foregoing instrument was acknowledged before me by John Raymond this 31 day of January 2023 WITNESS my hand and official seal.

Notary Public

My commission expires: 9/13/26



ASHLEY A. DEFRAZ
Commission # HH 311568
Expires September 13, 2026

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) by and between PINE CANYON, LLC, a Wyoming limited liability company whose address is P.O. Box 4741, Jackson, Wyoming, 83001 (hereinafter referred to as the “Developer”) and the Town of Jackson, a municipal corporation of the State of Wyoming whose address is P.O. Box 1687, Jackson, Wyoming 83001 (hereinafter referred to as the “Town”) provides as follows:Pinegla1285

WHEREAS, the Town approved on January 22, 2008 a Final Development Plan (P07-126) for a PUD on land described as Lot 9, Block 7, Aspen Hill Lots and part of the NE1/4SE1/4 of Section 33, T41N,R116W 6th P.M. (being identical to that parcel described in Book 586, Pages 202-203) containing 27 market units and 12 affordable units to be developed in two phases known as the Pine Glades PUD, and the Town also approved a Conditional Use Permit (P07-127) for hillside development in the same PUD; and,

WHEREAS, the Town approved a Final Plat for Pine Glades Townhomes Phase One Addition to the Town of Jackson recorded on February 9, 2010, in the office of the Teton County Clerk as Plat 1285; and,

WHEREAS, said Plat 1285 establishes Lots A – E that are reserved for future subdivision and development as Phase Two of the Pine Glades PUD that consists of 13 townhomes; and,

WHEREAS, the proposed Pine Glades application and the Town approval of the Pine Glades Final Development Plan require the developer to construct certain improvements in conjunction with further subdividing Lots A – E; and,

WHEREAS, Town regulations and procedures require the Developer to enter into a Development Agreement with the Town prior to further subdividing and developing Lots A – E of said Plat 1285; and,

WHEREAS, Developer now intends to further subdivide and develop Lots A – E of said Plat 1285.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, paid by each of the said parties to the other, Developer on its own behalf and as a binding obligation of any successor in interest or assign of the property included within Lots A – E of said Plat 1285, and the Town do mutually covenant and agree as follows:

1. DEVELOPER TO COMPLY

Developer shall comply with all subdivision and development improvement plans and specifications retained on file in the offices of the Town Engineer and the Town Planning Director, and any requirements and conditions of the Pine Glades Final Development Plan and Final Plat that apply to Lots A – E of the Pine Glades Townhomes.

2. DEVELOPMENT PLAN REQUIREMENTS INCORPORATED

The requirements and conditions of the Town Council, as set forth in its approval of the Final Development Plan, Conditional Use Permit and Final Plat are hereby incorporated herein by reference as though fully set forth herein. Development and use of all land within said Lots A – E is limited to that permitted by the Land Development Regulations of the Town of Jackson, as they may be amended from time to time and as supplemented or modified by the terms and conditions associated with approval of the Final Development Plan, Conditional Use Permit and Final Plat.

3. APPROVED DEVELOPMENT AND SUBDIVISION INFRASTRUCTURE PLANS AND SPECIFICATIONS

The development and subdivision infrastructure plans and specifications for Lots A – E filed by the Developer, as approved by the Town Engineer and maintained on file in the office of the Town Engineer, are hereby incorporated herein by reference as though fully set forth. All public improvement work required by Developer under this agreement for said Lots A – E shall be incorporated with said improvements plans and specifications. Improvements shall be engineered, designed, constructed and installed solely at the Developer's own cost.

4. CONSTRUCTION STANDARDS

The Infrastructure as set forth below shall be constructed in compliance with current Town of Jackson Construction Standards, the Wyoming Department of Environmental Quality (DEQ) Rules and Regulations, Wyoming Public Works Standards and Specifications, and the approved plans and specifications as of the date of this Agreement for Lots A – E of Pine Glades Townhomes.

5. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY

The list of improvements together with the total estimated cost of improvements required by this agreement as estimated by the Town Engineer is attached hereto as Attachment A and by this reference made a part hereof. Developer shall deposit with the Town prior to commencing construction of any buildings or infrastructure that pertain to Lots A – E, an irrevocable letter of credit, or

performance and payment bond, or funds in escrow, or other equivalent security or commitment approved by the Town Council. Such security shall be in the amount of 125% of the estimated costs of improvements approved by the Town Engineer and Planning Director and such security amount shall be released as portions of work are completed and reasonably approved for release by the Town Engineer per paragraph 13 below.

6. PUBLIC TRAIL

Developer shall complete as part of the overall public improvements plan for Lots A – E of the Pine Glades PUD the public trail that crosses the lower hillside downslope of Lots A – E, as shown in the Trails Plan of the Pine Glades Final Development Plan.

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

All electrical power, telephone communication, cable television, and gas facilities related to Lots A – E shall be installed underground to the off-site utility connection points, except that above-ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Developer understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. Developer affirms that the public utility companies, including the cable television company franchised by the Town, providing the said services and facilities to and within Lots A – E have been directly consulted by Developer through its officers, agents, or employees and that Developer is informed as to the approximate cost to Developer of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the development improvement plans. Except as expressly provided in this Paragraph 7, there will be no public funding or maintenance of said facilities within the Development.

8. EXACTIONS

Developer shall pay Parks Exactions and Schools Exactions prior to filing Final Plats for the further subdivision of Lots A - E. The exactions shall be paid in the following amounts for each building:

Duplex / Two – Unit Buildings	
Parks Exaction	\$5,400
School Exaction	\$4,000

Tri-plex / Three – Unit Buildings
Parks Exaction \$8,100
School Exaction \$4,500

9. TIME OF COMPLETION

Developer agrees to complete all public improvements pertaining to Lots A - E as required prior to the occupancy of the first residential unit in any one of said Lots, unless said completion date is extended upon written request by the Developer made to the Town Engineer and said request approved by the Town Engineer. Said request shall not be unreasonably withheld. No occupancy of any unit in Lots A – E shall be approved until all public improvements required for said Lots, applicable dedications and required warranties have been completed and approved by the Town Engineer.

10. WARRANTY

All work and public improvements required for Lots A - E pursuant to this agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of one (1) year from the date of acceptance of the improvement by the Town and this obligation shall survive any release of security by the Town. Developer shall post maintenance bonds or appropriate letters of credit to secure the warranties equal to 20% of the total estimated construction cost of the improvement.

11. LIABILITY

During the period of construction contemplated by this agreement, Developer agrees to carry a comprehensive general liability policy with minimum limit of \$500,000 for each occurrence and \$1,000,000 annual aggregate for bodily injury and \$500,000 for each occurrence and \$1,000,000 annual aggregate for property damage or a combined single limit policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations, and personal injury. Developer also agrees to name the Town as an additional named insured in all respects on the policy, and a certificate of insurance covering these items shall be filed with the Town Engineer prior to filing a Final Plat for the first subdivision of any of the Lots A – E.

12. PERFORMANCE TESTING AND INSPECTION

Developer shall be required to obtain a Town approved State of Wyoming licensed engineer to perform and/or monitor all testing required per Town standards. Developer shall be responsible for obtaining all required Town permits and abiding by any conditions set forth within said permits. Developer shall be required to complete all construction work and necessary performance

tests on installed infrastructure per the Grading Permit. Developer shall be responsible for the preparation of daily inspection reports and test results. This information shall be submitted to the Town Engineer. The Town has the right, but not the obligation, to perform periodic observation of any or all performance test and any or all phases of construction. Developer shall notify the Town Public Works Department prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide for a representative of Town to be present at the test or placement.

13. RELEASE OF SECURITY

As improvements contemplated by this agreement are completed, Developer may submit periodic written requests to the Town Engineer for release of part or all of the security. Upon inspection and approval of the infrastructure applicable to the request, the Town Engineers may authorize the Town Finance Director to release the requested amount of Security or a portion thereof. Such authorization to be provided within fourteen (14) days of receipt of a complete and accurate request, provided that the amount retained for financial assurance shall not be less than 125% of the remaining cost to complete the improvements as such cost was set forth at the time such security was provided. The Town Engineer and/or Planning Director may, upon reasonable and customary terms and conditions, require that a professional engineer, landscape architect, or other professional licensed or certified to practice in the State of Wyoming certify completion of the improvements applicable to the requested full or partial release of the security.

If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with approved plans and specifications and/or requirements, the Town Engineer shall furnish the Developer a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure compliance. Such amounts so withheld shall be released to Developer upon correction of the identified deficiencies in accordance with the terms of this agreement.

If the Town Engineer determines that the Developer has not constructed any or all of the improvements in accordance with the approved plans and specifications and/or requirements, the Town Engineer shall draw and expend from the security such funds as may be necessary to construct the improvements in accordance with the approved plans and specifications and/or requirements.

Release of the security does not constitute certification of compliance with the standards of the Land Development Regulations or any applicable code or other requirement or a release of the responsibility of the Developer. The Town has the right to withhold issuance of certificates of occupancy for future townhouses on Lots A – E if Developer or its agents, successors or assigns, has not repaired

public infrastructure that has been damaged by Developer, its agents, successors or assigns during the construction related activities.

14. DEVELOPMENT COORDINATION

The contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the improvements required herein. Developer shall notify the Town Engineer when improvements shall be installed. The Planning Director shall coordinate payment of the development exactions related to park fees and school fees.

15. ACCEPTANCE

The Town shall not be responsible for any improvements, maintenance, or care until the same shall be accepted, nor shall the Town exercise any control over the improvements until accepted. No occupancy will be granted within Lots A – E until the public utilities and other outstanding public safety concerns have been accepted. The Town may permit occupancy and delay the acceptance of improvements provided public safety concerns have been addressed by Developer as determined by the Town pursuant to Town regulations. The following are the administrative procedures for acceptance of improvements:

- (a) Prior to acceptance. The Town shall not have any responsibility with respect to any improvement, notwithstanding the use of the same by the public, unless the improvements have been formally accepted by the Town and the Developer has provided all necessary warranty bonds.
- (b) Request for Acceptance. Upon completion of the improvements, the Developer may request, in writing, acceptance of them by the Town. This Request shall be accompanied by proof that there are no outstanding judgments of liens against the land upon which the public improvements are located.
- (c) Final Inspection. Upon receipt of a written request for acceptance from Developer, the Town Engineer, Town Planning Director and other applicable Town officials will conduct a final inspection of the public improvements and will furnish a written list of any deficiencies noted within thirty (30) days of the request. The Town Engineer, Town Planning Director and other applicable Town officials will base the inspection on compliance with the approved Final Development Plan, construction plans, profiles and specifications, as certified by a registered engineer in the State of Wyoming, and receipt of reproducible record drawings and satisfactory test results. The Town Engineer will notify the Developer in writing of the Town's approval of the public improvements and schedule the request for approval of the bill of sale by the Town Council. In the event of deficiencies in the improvements, the Town Engineer shall

provide Developer a written list of any deficiencies noted, including a reasonably detailed description of such deficiencies so as to enable Developer to correct them.

- (d) Record Drawings. Prior to the acceptance of any completed improvements, record drawings and specifications for streets, water, sewer, drainage and other facilities must be submitted to the Town Engineer. The plans shall be submitted in a computerized electronic media format deemed suitable by the Town Engineer and shall be accompanied by two (2) sets of prints. The plans shall show the detailed location of all utilities including service lines to lots. A permanent benchmark shall be described on each sheet.
- (e) Certifications. The following certification by the project engineer shall appear on the face of the record drawings:

Record Plans Certificate

These record plans were prepared under my direct supervision and control and are accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of the Environmental Quality, The Wyoming Department of Transportation, the Town of Jackson and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location or material than as originally approved, they have been so noted.

(Engineer Signature)
(Engineer's Name, Printed) Date
Wyoming P.E. No.

- (f) Acceptance and Conveyance. Upon satisfactory completion of all construction and correction of any deficiencies noted in the Final Inspection, and approval by the Town Engineer and other appropriate government agencies, the Developer shall thereafter
 - (i) Convey to the Town (and the Town shall accept) the improvements, infrastructure, and associated land via a Bill of Sale and/or Quit Claim Deed, as appropriate, prepared by the Town Attorney, the form of which shall not be unreasonably withheld for approval by the Developer; and
 - (ii) Grant utility easements to the Town on terms and conditions mutually acceptable to Developer and Town in the actual

locations of the said utility improvements and infrastructure as located by a final survey.

- (g) Notification of Acceptance. Upon action of the Town Council to accept the improvements, the Town Engineer shall notify the Developer in writing of the Town's acceptance.
- (h) Upon acceptance of the public improvements located within the utility tunnel, the following provisions shall be included within the granting document or a separate document to be recorded against the property:
 - (i) the Pine Glades Homeowners Association shall indemnify and hold the Town harmless from any and all personal injury or property damage resulting from the Pine Glades Homeowners Association negligently maintaining the utility tunnel (including but not limited to its obligation to maintain and operate the heat within the tunnel and its obligation to keep the tunnel water-sealed);
 - (ii) the Pine Glades Homeowner Association shall keep the utility tunnel insured against loss or damage, for its full insurable value by a company authorized to do business in Wyoming and shall furnish the Town with a certificate of such insurance; and
 - (iii) upon notice from Lower Valley Energy, or its successors, of the nonpayment of electricity invoices for the utility tunnel by the Pine Glades Homeowners Association, the Town shall have the right to pay for such electrical services and all invoices, together with costs and reasonable attorneys' fees without waiving the fact that such electrical services, invoices and reasonable attorneys' fees shall be and remain the personal obligation of the owner of each lot and residential unit within Pine Glades (all Phases) and shall be a lien upon each lot and residential unit within Pine Glades (all Phase) until paid in full.
- (i) Responsibility to Maintain. Upon acceptance by the Town, all responsibility for the public improvements shall be assumed by the Town, except that the Developer shall be subject to a one (1) year warranty on the construction of the improvements from the time of acceptance by the Town.

16. NOTICES

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

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

Developer: Pine Canyon, LLC
P.O. Box 4741
Jackson, WY 83001

Either party upon written notification sent via United States mail, return receipt request, may change mailing addresses and contact information. Notices shall be deemed given upon actual receipt or three (3) business days following deposit in the U.S. mail, postage prepaid, as provided above.

17. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS

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

18. TITLE AND AUTHORITY

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

19. SEVERABILITY

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

within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this agreement in all other respects shall remain valid and enforceable.

20. NO THIRD-PARTY BENEFICIARY

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

21. HEADINGS

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

22. RECORDING

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

23. GOVERNING LAW AND FORUM

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

24. COUNTERPARTS

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

THIS AGREEMENT WILL BE EFFECTIVE ON THE _____ day of _____, 2018
(the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this agreement to be effective as of the Effective Date.

TOWN OF JACKSON
a municipal corporation
of the State of Wyoming

APPROVED AS TO FORM:

Pete Muldoon, Mayor

Audrey Cohen-Davis Town Attorney

ATTEST

APPROVED AS TO CONTENTS:

Sandra P. Birdyshaw, Town Clerk

Brian Lenz, Town Engineer

Tyler Sinclair, Planning Director

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____
as _____ of the Town of Jackson this _____ day of
_____, 2018.

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____
as _____ of the Town of Jackson this _____ day of
_____, 2018.

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____
as _____ of the Town of Jackson this _____ day of
_____, 2018.

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____
as _____ of the Town of Jackson this _____ day of
_____, 2018.

Witness my hand and official seal.

Notary Public

My commission expires

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____
as _____ of the Town of Jackson this _____ day of
_____, 2018.

Witness my hand and official seal.

Notary Public

My commission expires

PINE CANYON, LLC,
a Wyoming limited liability company

By: _____
John R. Tozzi, Managing Member

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by John R. Tozzi, Managing
Member of Pine Canyon, LLC, a Wyoming limited liability company, this _____ day of
_____, 2018.

Witness my hand and official seal.

Notary Public

My commission expires: