



# TOWN OF JACKSON

## PLANNING & BUILDING DEPARTMENT

### TRANSMITTAL MEMO

**Town of Jackson**

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

**Joint Town/County**

- Parks & Recreation
- Pathways
- Joint Housing Dept.

**Teton County**

- Planning Division
- Engineer
- Surveyor
- Assessor
- Clerk & Recorder
- Road & Levee

**State of Wyoming**

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

**Federal Agencies**

- Army Corp of Engineers

**Utility Providers**

- Qwest
- Lower Valley Energy
- Bresnan Communications

**Special Districts**

- Start
- Jackson Hole Fire/EMS
- Regional Transportation

Date: January 5, 2026	<b>REQUEST:</b>
Item: P25-210	The applicant is submitting a request for a Development Plan for a new 32-unit apartment development located at 750 W Broadway Avenue, the Virginian, legally known as LOT 1, VIRGINIAN ADDITION (VIRGINIAN LODGE).
Planner: Tyler Valentine Phone: 733.0440 ext. 1305 Email: <a href="mailto:tvalentine@jacksonwy.gov">tvalentine@jacksonwy.gov</a>	
Owner Virginian Lodge, LLC PO Box 7396 Jackson, WY 83002	PIDN: 22-41-16-33-2-06-001
Applicant Hal Hutchinson HH Land Strategies PO Box 1902 Wilson, WY 83014	For questions, please call Tyler Valentine at 733-0440, x 1305, or email to the address shown below. Thank you.
<b>Please respond by: January 23, 2026</b>	
For Departments not using SmartGov, please send responses via email to <a href="mailto:planning@jacksonwy.gov">planning@jacksonwy.gov</a>	

**Owner**

Virginian Lodge, LLC

PO Box 7396

Jackson, WY 83002

**Applicant**

Hal Hutchinson

HH Land Strategies

PO Box 1902

Wilson, WY 83014



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

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

***For Office Use Only***

Fees Paid \_\_\_\_\_

Date & Time Received \_\_\_\_\_

Application #s \_\_\_\_\_

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

**PROJECT.**

Name/Description: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Lot, Subdivision: \_\_\_\_\_ PIDN: \_\_\_\_\_

**PROPERTY OWNER.**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_

E-mail: \_\_\_\_\_

**APPLICANT/AGENT.**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_

E-mail: \_\_\_\_\_

**DESIGNATED PRIMARY CONTACT.**

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

**TYPE OF APPLICATION.** Please check all that apply; review the type of application at [www.townofjackson.com/200/Planning](http://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](http://www.townofjackson.com/200/Planning) and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

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

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

Have you attached the following?

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

**Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <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](http://www.townofjackson.com/200/Planning) under the relevant application type.

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

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

Hal Hutchinson

Signature of Property Owner or Authorized Applicant/Agent

\_\_\_\_\_

Name Printed

\_\_\_\_\_

# Virginian Lodge Apartments

## Town of Jackson Planning Department Applications:

- 1. Development Plan**
- 2. Basic Use Permit**
- 3. Design Review**
- 4. Exemption to Street Façade Width Nonconformities**

**Submitted: December 21, 2025**

Owner:	Applicant/Agent:	Land Planning:
Virginian Lodge, LLC PO Box 7396 Jackson, WY 83002	HH Land Strategies, LLC Hal Hutchinson PO Box 1902 Wilson, WY 83014 (307) 699-0265 hal@hhlandstrategies.com	HH Land Strategies, LLC Hal Hutchinson: Land Planner PO Box 1902 Wilson, WY 83014 (307) 699-0265 (mobile) hal@hhlandstrategies.com
Civil Engineering:		Landscape Architecture
Nelson Engineering Dave Dufault PO Box 1599 Jackson, WY 83002 307-733-2087		Place Landscape Architects 25 E Wallace Ave, Suite 102 Driggs, ID 83422 (208) 354-0900

## **1. Introduction, Project Goals and Applications:**

### **1.1 Introduction:**

HH Land Strategies, LLC, as agent for Virginian Lodge, LLC, the owners of the Virginial Lodge Property located at 750 W Broadway, Town of Jackson, is seeking approval of a Development Plan to permit the development of four individual apartment buildings containing a total of thirty-two apartment units in a total of approximately 15,000 s.f. of floor area on the Virginian Lodge property as described in detail within this Development Plan application.

### **1.2 Project Goals:**

In making this Development Plan application, the owners are seeking to replace existing RV units on the Virginian Lodge property, which have historically been used for residential purposes, with new apartment units that can be rented to Virginian Lodge employees and/or other community members. The site of the proposed apartments is located at the southeast corner of the overall 7.79-acre property. The site of the proposed apartment development, including site improvements, is approximately  $\frac{1}{2}$  an acre of the overall 7.79-acre lot, or approximately 6.5% of the overall property.

Specifically, the owners are proposing to develop four individual two-story apartment buildings. Each individual building will contain six 1-bedroom/studio units on the first floor and two 2-bedroom units on the second floor. As such, each building will contain eight individual apartments, and the total number of apartment units provided by the proposed development will be thirty-two individual units, with twenty-four units being 1-bedroom/studio units and eight units being 2-bedroom units.

The proposed buildings will be prefabricated modular structures constructed off site and erected on site in accordance with current Town of Jackson building codes and requirements. Attached to this application are the following Exhibits which are referenced throughout this application narrative:

**Exhibit A – A.L.T.A./N.S.P.S. Land Title Survey** completed by Nelson Engineering and dated 6/29/2020.

**Exhibit B – Overall Existing Site Plan and Parking Plan** completed by Nelson Engineering and dated 11/25/2025

**Exhibit C – Development Plan – Civil Site Plan** completed by Nelson Engineering and dated 11/25/2025

**Exhibit D - Virginian Lodge Apartments Architectural Floor Plans and Renderings**

**Exhibit E - Sanitary Sewer Easement Agreement**

**Exhibit F - Landscape Site Plan** completed by Place Landscape Architects, dated 12/19/2025

**Exhibit G – Existing Pathway Easement**

**Exhibit H - Proposed Pathway Easement**

### **1.3 Applications:**

The Virginian Lodge property is zoned Commercial-Residential 3 (CR-3). Under the existing CR-3 zoning, any development proposing between 9,750 s.f. and 19,500 s.f. of floor area is required to apply for and receive approval of a Development Plan application. The proposed development is exclusively classified as an “Apartment” use. Apartment use in the CR-3 zone district is classified as a Basic Use. Any proposed Basic Use requires a Basic Use Permit. In addition, under CR-3 zoning, any Development Plan application is required to go through the Town of Jackson Design Review process.

Under CR-3 zoning, specifically LDR Section 2.2.13.2 – Bulk Standards – the zoning requires a minimum “street façade width” of 50% within the primary street setback range of 20’ minimum and 85’ maximum. Currently the historic development on the northern portion of the Virginian Lodge property that fronts the primary street (W. Broadway) does not meet this minimum street façade width standard and is therefore considered nonconforming.

The proposed apartment development, located in the southeast corner of the overall 7.79-acre property, will not serve to decrease this existing street façade width nonconformity. Recognizing that many street façade width standards within the Town of Jackson Land Development Regulations (LDRs) present significant challenges on properties with older buildings or sites that do not currently meet the street façade width standards, and recognizing the benefits of exempting certain projects from meeting this standard, such as preserving the community’s building stock and character, Town planning staff has proposed an amendment to the LDRs to address this issue (Planning Agenda Item P-25-176) and the Town Planning Commission recommended approval of this LDR amendment on October 15, 2025. Town Council approved the proposed LDR amendment on November 17, 2025. This planning staff proposed LDR amendment allows for an exemption to street façade width standards under the nonconformity section of the LDRs. This LDR amendment will allow the necessary exemption to street façade width and will result in the siting of the proposed apartments being consistent with Town LDR standards.

Based on the above, inherent in this Development Permit application is a request for a Planning Director exemption to CR-3 street façade width standards.

The proposed development will require a Grading and Erosion Control Permit, including a Grading Pre-application Conference and erection of the buildings on site will require a building permit. The Grading and Erosion Control Permit and Building Permit applications will be submitted upon approval of the Development Plan, Basic Use Permit, design review approval and nonconforming street façade width exemption by the Town of Jackson.

In summary, this development application seeks approval of the following:

- 1) Development Plan approval
- 2) Basic Use Permit
- 3) Design Review Committee approval
- 4) Exemption to street façade width standards under LDR Section 1.9.2 – Nonconforming Physical Development.

The following Development Plan application materials provide information and responses to all items required by the Submittal Checklist found in the Pre-application Conference Summary (P25-145). Inherent in the following Development Plan application materials is information required to secure a Basic Use Permit, Design Review Committee approval, and exemption to street façade width standards and these approvals will be considered concurrently with the overall Development Plan application.

## **2. Development Plan Application**

### **2.1. General Information:**

The “General Information” required to be provided by the application submittal checklist includes administrative requirements such as providing a planning permit application form, a notarized letter of authorization, application fees, a mailed notice fee, and submittal of the application in digital format. All these administrative requirements have been provided concurrently with and inherent to the submittal of this application.

### **2.2. Narrative Description of Proposed Development:**

#### **2.2.A. Property Description:**

The Virginian Lodge is an iconic and prominent Jackson Hole Lodging property located at 750 W Broadway and is currently zoned Commercial Residential 3 (CR-3). The Virginian Lodge property (“Subject Property”) is 7.79 acres in size and legally described as Lot 1 of the Virginian Addition to the Town of Jackson according to that plat recorded with the Teton County Clerk as Plat No. 1129. (PIDN 22-41-16-33-2-06-001)

Originally built in 1965, the Virginian Lodge structures retain their original motel character, and various lodging and commercial structures have been added on the property over the subsequent years. The Subject Property currently contains a motel use, with a total of 164 motel units, two restaurants (the Virginian Restaurant and Billy’s Burgers) a bar/tavern, a convention space and various minor outbuildings. The southeast corner of the Subject Property has historically, since at least 1978, contained a series of RVs that have served various uses, including residential use and seasonal housing for Virginian Lodge employees.

The Subject Property is bordered on the north by West Broadway Avenue, and on the west by Virginian Lane. The neighboring property to the east, commonly referred to as the “Bus Barn” property, is owned by the Town of Jackson and contains a transportation services maintenance and storage facility. The property to the south currently contains a seasonal RV Park use and is owned by the Jackson/Teton County Housing Authority. The Teton County and the Town of Jackson are currently planning to redevelop the RV Park property for workforce and affordable housing.

The owners of the Subject Property, Virginian Lodge, LLC, purchased the property in 2020. Since that time the owners have undertaken various improvements to the property, including, but not limited to, motel units remodel, courtyard improvements, and improvements to commercial spaces that are ancillary to, and a part of, the overall lodging use.

As the next step in improving the Subject Property and support their ownership and operation of the primary lodging use, the owners are seeking to develop apartment units in the

southeast corner of the overall property, replacing the RV housing use that currently exists in that portion of the property.

A pre-application conference (P25-145) for this project was held on August 28, 2025. The pre-application conference summary classifies the proposed use and configuration as an “Apartment” use. An “Apartment” use is considered a Basic Use under Commercial – Residential 3 (CR-3) zoning.

The Subject Property currently contains approximately 95,000 s.f. of floor area and, approximately 50,000 s.f. of landscape surface. CR-3 zoning for the Subject Property requires a maximum Floor Area Ratio (FAR) of .40, or 135,733 s.f. and a minimum Landscape Surface Ratio (LSR) of .10, or 33,933 s.f. The Virginian Lodge property is currently well within the maximum FAR and minimum LSR requirements. The addition of the Virginian Lodge Apartments project on the Subject Property represents a modest increase of approximately 15.75% in overall allowable FAR. Because the site of the apartment buildings proposed by this application is largely covered by site development, including paving and areas covered by existing semi-permanent structures, this application represents only a nominal decrease in LSR.

For a depiction of existing conditions, please refer to the attached **Exhibit A – A.L.T.A./N.S.P.S Land Title Survey** completed by Nelson Engineering and dated 6/29/2020. This Land Title Survey identifies existing conditions on the site and includes both the Subject Property as well as Lot 2 of the Virginian Addition, commonly known as the Virginian Lodge RV Park property.

It is important to note that since the ALTA Land Title Survey was completed in 2020, a few changes and improvements to the overall property have been completed by the current owner. These include the construction of a water line that connects to the Town water line in W. Broadway and runs south along the eastern portion of the subject property to a location near the proposed development. The water line location, and how the proposed development will connect to water is shown on **Exhibit B - Overall Existing Site Plan and Parking Plan** and **Exhibit C – Development Plan – Civil Site Plan**. Subsequent to completion of the ALTA Land Title Survey, the owners of the subject property sold Lot 2 (the Virginian RV Park property) to the Jackson/Teton County Housing Authority.

As part of this sale, the owners of the Subject Property entered into a Sanitary Sewer Easement Agreement with the Jackson/Teton County Housing Authority, the current owners of the Virginian RV Park property. This Sanitary Sewer Easement Agreement, attached to this application as **Exhibit E – Sanitary Sewer Easement Agreement**, grants the owners of the Subject Property a sewer line easement across the Virginian Lodge RV Park property to the owners of the subject property for the “purpose of accessing, operating and maintaining any new and existing portions of the sanitary sewer system on the Virginian RV Park property.”

The attached **Exhibit B – Overall Existing Site Plan and Parking Plan** depicts existing conditions and the parking that exists on the overall Subject Property.

Based on a count of existing parking on the site, the property currently contains 247 parking spaces. The existing uses generate a parking requirement of 194 spaces as discussed below in **Section 2.2.B. Project Description, Parking Requirements**. The proposed development generates a parking requirement of thirty-two spaces. The proposed development provides an additional 16 parking spaces that are located fronting the proposed development. Overall, the Subject Property provides an excess of required parking as detailed within this application narrative.

## **2.2.B. Project Description:**

The Virginian Lodge Apartments project seeks to develop four individual buildings in the southeast corner of the 7.79-acre property. The site of the proposed apartment buildings is approximately  $\frac{1}{2}$  acre in area, or approximately 6.5% of the overall 7.79-acre Virginian Lodge lot. Because this site of the proposed apartments is a small portion of the overall Virginian Lodge property (the “Subject Property”), and the site is not being considered for subdivision at this time, this application refers to the specific portion of the site proposed for apartment development as the **“Apartment Site”**.

**Apartment Site:** The Apartment Site is bordered on the south by the “Virginian RV Park” property that is owned by the Jackson/Teton County Housing Authority and is currently planned for redevelopment as workforce and affordable housing. It is bordered on the east by the “Bus Barn” property that contains public transportation maintenance and storage facilities. North of the Apartment Site are storage and maintenance buildings that support the Virginian Lodge operations. These buildings also contain a well, which previously provided water to the Virginian Lodge property but has recently been taken out of service and water to the Virginian Lodge property is currently provided by Town water supply. West of the proposed apartment site is a paved drive aisle that is approximately 60' in width and provides access to parking that serves an individual lodging building west of the drive aisle. The location of the Apartment Site on the overall Subject Property is shown on the attached **Exhibit B – Overall Existing Site Plan and Parking Plan**. Please refer to the attached **Exhibit C – Development Plan – Civil Site Plan** for a detailed depiction of the proposed development on the Apartment Site, including utility connections to the proposed development. **Exhibit F - Landscape Site Plan** shows the Apartment Site and associated proposed landscaping and site improvements.

**Building, Unit Type and Unit Size Descriptions:** The Virginian Lodge Apartment project proposes to develop four individual buildings that will contain exclusively apartment use. Each individual building will have the same footprint, floor area, number and type of units, and floor plans. **Exhibit D – Virginian Lodge Apartments Architectural Floor Plans and Renderings** for plans of the proposed buildings.

The footprint of each building measures 31' x 66', totaling 2,046 s.f. While the first floor of each building is equal in area to the building footprint, the second floor of each building

measures 31' by 55' totaling 1,705 s.f. of floor area. The portion of the first floor of each building that extends out from the second floor is a roofed single story and these portions are located on the north and south ends of the buildings. Each individual building contains a total of 3,751 s.f. of floor area. The overall floor area of the proposed development is 15,004 s.f.

The first floor of each apartment building will contain six 1-bedroom/studio apartment units, with three accessed by individual doors on the west side of the building and three accessed by individual doors on the east side of the building. Each of the individual 1-bedroom/studio units are 341 s.f. in area.

The second floor of each apartment building will contain two 2-bedroom units. All the second story units are accessed by a single staircase leading to a metal grate landing located between the four individual buildings, with unit entrances opening to the landing (see **Exhibit D** for greater detail.) Each individual 2-bedroom units are 852 s.f.

Overall, the Virginian Apartments project contains a total of twenty-four 1-bedroom/studio units and eight 2-bedroom units for a total of thirty-two apartment units.

**Setbacks and Easements:** The overall Virginian Lodge property is considered a "corner lot" due to W Broadway bordering the property to the north and Virginian Lane bordering the property to the west. The Apartment Site is located at the opposite corner of the property from the W Broadway and Virginian Lane street corner. Therefore, the property lines bordering the Apartment Site – the south and east property lines - are subject to the minimum side interior setback standards. The side interior building setback in the CR-3 zone district is 5'.

The proposed development is setback from the east property line by 6 feet and setback 8 feet from the south property line. No eaves that are part of the proposed buildings will extend more than 1 foot from the building plain and therefore will not encroach into the 5' side interior building setback. These development setbacks meet the side interior building setback requirements of the CR-3 zone district.

Please refer to the attached **Exhibit C – Development Plan – Civil Site Plan** for detail of how the individual buildings are configured on the site in relation to one another, and in relation to neighboring property lines. Floor plans and elevations depicting the relationships between each individual building and their architectural design, form and materials are attached **Exhibit D – Virginian Lodge Apartments Architectural Floor Plans and Renderings**

Proposed landscaping and site improvements, including bicycle parking and trash enclosures please refer to **Exhibit F - Landscape Site Plan**.

The property is nonconforming with the street façade width standards for primary streets, which, in the case of the Subject Property, is W. Broadway. The Virginian Apartments project will not reduce the degree of nonconformity with the street façade width standards

as they relate to the minimum and maximum primary street building setbacks. However, as discussed in the **Section 1.3 - Applications** of this application, we are seeking an exemption to this bulk standard nonconformity as allowed for in the planning staff proposed LDR amendment permitting this exemption.

The property is conforming regarding the street façade width standard for secondary streets, which requires 50% of the secondary street façade be located between 10 and 85' of the secondary street.

Regarding the project's compliance with the side interior building setback discussed above, it bears noting that there exists a 10' wide gas line easement running east-west, with a center line that is approximately 20' from the Subject Property's south property line. The proposed development encroaches into the existing gas line easement. However, we have contacted Lower Valley Energy, and they have assured us that this gas line and associated easement can be relocated. We have not determined yet the best alignment for a relocated gas line. This is, in part, dependent on discussions with the Jackson/Teton County Housing Authority, the neighboring property owner to the south, and is related to our discussions with the Housing Authority as it relates to their request to revise the existing pathway easement that straddles the property line between the Housing Authority property and the Virginian Lodge property.

As currently configured, the pathway easement straddles the common property line between the RV Park property and the Virginian Lodge property, with 15 feet on either side of the property line, for a total pathway easement width of 30 feet. This is the case for the pathway easement from the Virginian Lane frontage as it extends approximately 338 feet to the east. However, at this point the pathway easement turns to the southeast, off the Virginian Lodge property and entirely on the Virginian RV Park property. As such, the pathway easement does not encumber the Virginian Lodge property on the eastern approximately 107 feet of the Subject Property and therefore ***presents no obstacles to the apartment development as proposed.*** See attached **Exhibit G – Existing Pathway Easement** for a depiction of the existing pathway easement location.

However, in an effort to accommodate the needs of the Housing Authority, as our neighboring property owner, we are in discussions with the Housing Authority that would allow an amendment to the pathway easement so it is reduced in width from the existing 30 foot width to a proposed 16 foot width as it extends east from the Virginian Lane property line in a straight line all the way to east property line of both the Subject Property and the RV Park property. This proposed amendment to the pathway easement will encumber the Subject Property directly south of the proposed Virginian Lodge Apartments development and necessitates setting back the development a minimum of 8 feet from the south property line of the Subject Property - 3 feet more than the 5-foot side interior setback required under CR-3 zoning.

The Town of Jackson is the beneficiary of the pathway easement and the revision to the easement as requested by the Housing Authority requires approval by Town Council. For an illustration of the existing pathway easement location, along with an illustration of the proposed amended alignment of the pathway easement, please see attached **Exhibit H – Proposed Pathway Easement.**

Consistent with the existing pathway easement, the existing Sanitary Sewer Easement, as shown on **Exhibit C - Development Plan - Civil Site Plan** and **Exhibit E - Sanitary Sewer Easement Agreement** *present no obstacles to the apartment development as proposed.* The proposed development will connect to this existing sanitary sewer line as anticipated and permitted by the Sanitary Sewer Easement Agreement.

**Floor Area Ratio and Landscape Surface Ratio:** The CR-3 zone district has a maximum Floor Area ratio of 40%. At 7.79-acres in area, or 339,332 s.f., the Virginian Lodge property has a maximum allowable FAR of 135,732 s.f. Currently, all existing floor area on the property totals 95,269 s.f. This total floor area is broken down by individual existing buildings as follows:

Original motel building and associated ancillary uses:	40,247 s.f.
Virginian Restaurant:	5,121 s.f.
East motel building:	15,344 s.f.
Bar/Tavern:	13,269 s.f.
South motel building	20,184 s.f.
Miscellaneous storage/well house	<u>1,104 s.f.</u>
Total Existing Floor Area:	<b>95,269 s.f.</b>

The proposed Virginian Apartments project contains a total of 15,004 s.f. Therefore, including the proposed apartments, the overall floor area on the Subject Property totals **110,273 s.f.** This is equal to 32.5% FAR, which is 7.5% below the maximum FAR of 40%, or 25,459 s.f. below the maximum floor area allowed in the CR-3 zone district.

The overall floor area of the proposed Virginian Lodge Apartments is 15,004 s.f. This represents a cumulative floor area expansion of approximately 15.75%. This is below the 20% expansion that triggers required compliance with curb cut standards in the CR-3 zone district. The proposed development is therefore exempt from compliance to curb cut standards for the overall Virginian Lodge property.

The CR-3 zone district has a maximum Landscape Surface Ratio (LSR) of 10%. At 7.79-acres in area, or 339,332 s.f., the Virginian Lodge property has a minimum allowable LSR of 33,933 s.f.

A study completed by Nelson Engineering in 2021, which included parking space calculations and LSR Requirements for the overall Subject Property, which resulted in a

permit to revise the LSR on the property by providing parking spaces between the main lodge entrance and W Broadway to the north, established a baseline LSR for the overall property.

Based on these calculations and resulting permits, there is a minimum available LSR on the property of 50,000 s.f., which is well below the minimum requirement of 33,933 s.f.

The proposed apartment development is located in an area where there is primarily impervious surface. The proposed development will not increase the existing LSR in any meaningful way. Based on a calculation of the overall increased LSR resulting from this proposed development, the increase in impervious surface is approximately 3,000 s.f.

Based on this calculation, the LSR on the overall property is decreased by 3,000 s.f. resulting in a rough amount of LSR on the overall property of approximately 47,000 s.f., which is well within the 10% LSR requirement of 33,933 s.f.

**Parking Requirements:** To determine parking requirements for the existing use, it is necessary to identify the overall use and/or number of units that currently exist on the Subject Property. Based on recent architectural plans that identify existing uses and used to permit recent improvements to the overall Virginian Lodge buildings and grounds, the current uses and associated parking requirements are broken down as follows:

<b>Existing Use:</b> (by units or floor area as applicable)	<b>Parking required by use</b>	<b>Parking Requirement</b>
Conventional Lodging Units: 164	.75 spaces/Lodging Unit	123 spaces
- Retail (Liquor Store): 390 s.f. - Retail (In Virginian Restaurant building): 2,220 s.f. - <b>Total Retail: 2,610 s.f.</b>	2.47 spaces/ 1,000 s.f.	7 spaces
Restaurant (Dining) - Billys Burgers: 667 s.f. - Saloon (Dining): 1,377 s.f. - Virginian Restaurant: 2,272 s.f. - <b>Total Restaurant: 4,074 s.f.</b>	1 space/73 s.f. - dining	56 spaces
Bar (Saloon): 294 s.f.	1 space/40 s.f. - bar	8 spaces
Convention Center: 2,828 s.f.	0 spaces (Ancillary to Conventional Lodging use)	0 spaces
<b>Total Existing Use Parking Requirement</b>		<b>194</b>

The Virginian Lodge property currently contains 247 parking spaces. Please refer to attached **Exhibit B – Overall Existing Site Plan and Parking Plan** for a count of existing parking spaces on site.

The proposed Virginian Lodge Apartments generates a parking requirement of 36 spaces as follows:

1/DU if less than 2 bedroom and less than 500 s.f.	24 units	24 spaces
1.5/ DU otherwise	8 units	12 spaces
Total – Proposed development		36

The existing development on the property requires 194 parking spaces. The new Virginian Lodge Apartments project requires 36 parking spaces. The total parking requirement for existing development and proposed development equals 230 parking spaces.

Currently., the property contains 247 parking spaces. The proposed development will provide an additional 16 parking spaces for a total of 263 parking spaces. This exceeds the parking requirement by 33 spaces.

While the proposed apartment use provides 16 of the required 36 spaces, the outstanding 20 spaces required by the use will be provided by allowing apartment occupants to park in existing spaces on the overall Virginian Lodge property.

**EVSE and Bike Parking Requirements:** The proposed development generates a total parking requirement of 36 spaces. Pursuant to Town parking and loading standards, 30% of the required parking spaces shall be EVSE capable with 5% of the required 30% of being EVSE installed. Based on the above, the proposed development requires a total of 11 parking spaces be EVSE capable and 2 of these 11 spaces be EVSE installed. The attached Exhibit C Civil Site Plan shows the location of required EVSE parking spaces and how they will be EVSE capable and installed.

In addition to vehicle parking, the proposed development generates a bike parking requirement. Bike parking requirements are based on the number of bedrooms proposed in the apartments. The Virginian Lodge Apartment project proposes a total of 40 bedrooms (sixteen bedrooms in the eight 2-bedroom units and twenty-four bedrooms in the twenty-four 1-bedroom units). Required number of bike parking spaces is 75% of the overall number of proposed bedrooms, which results in a bike parking requirement of 30 bike parking spaces. ( $40 \times .75 = 30$ ). Of these thirty required bike parking spaces, 75% are required to be long term bike parking space and 25% are required to be short term bike parking spaces. Therefore, when rounding up, the proposed apartment development is required to provide 23 long term bike parking spaces and 8 short term bike parking spaces. Please see the attached **Exhibit F - Landscape Site Plan** for the location of proposed bike parking.

## 2.3 Proposed Development Program

The project's compliance with primary development standards is summarized below. Please see **Exhibit C – Development Plan – Civil Site Plan** and **Exhibit D - Virginian Lodge Apartments Architectural Floor Plans and Renderings** for details, notes, descriptions and illustrations of compliance with dimensional development standards.

Development Standard	Permitted	Proposed
Primary street setback range (min-max)	10'-85' @ 50%	no change – non-conformities exemption
Secondary street setback range	10'-65'	No change - complies
Side interior (min)	5'	6'
Rear (min)	5'	8'
Height (max if roof pitch < 5/12)	42'	<42' (22'9.5")
FAR (Max)`	.40 (339,332)	<.40 (110,273)

## 2.4. Site Plan

Please refer to attached **Exhibit C – Development Plan - Civil Site Plan** for a site plan of the proposed development. This site plan is limited to the location of the proposed development on the overall 7.79 acre Subject Property. For a depiction of the overall Subject Property, including site improvements and overall parking spaces, as well as a depiction of the Apartment Site in relation to the overall subject Property, please refer to **Exhibit A – A.L.T.A./N.S.P.S. Land Title Survey** and **Exhibit B – Overall Existing Site Plan and Parking Plan.**

## 2.5. Floor Plans – Including floor plans, elevations and renderings

Please refer to **Exhibit D – Virginian Lodge Apartments Architectural Floor Plans and Renderings** for proposed architectural site plans, floor plans and elevations.

## 2.6. Structure Location and Mass

Please refer to attached **Exhibit C – Development Plan - Civil Site Plan** and **Exhibit B – Virginian Lodge Apartments Architectural Floor Plans and Renderings** for detailed information.

## **2.6. Maximum Scale of Development**

The development proposes four individual buildings, connected by a single second story landings for access purposes. Each individual building contains a total of 3,751 s.f. Combined, all four individual buildings total 15,004 s.f. of floor area.

The maximum scale of development limitation in the CR-3 zone district is 50,000 s.f. per individual building. The proposed development is well below the required Maximum Scale of Development.

## **2.7. Design Review**

The proposed development requires Design Review Committee approval. With this application we request a preliminary Design Review Committee review at the earliest available date. We request that the architectural plans and Landscaped Plan provided as part of this application in the attached **Exhibit B – Virginian Lodge Apartments Architectural Floor Plans and Renderings** and **Exhibit F - Landscape Site Plan** be used for the preliminarily Design Review Committee review. A separate Design Review application will be submitted for Design Review of the proposed development.

## **2.8. Site Development**

Please refer to discussion in 2.2. Narrative Description of Proposed Development and 2.3. Proposed Development Program, sections of this report for discussion on site development requirements.

## **2.9. Landscaping**

The proposed development requires 1.5 plant units. The required plant units will be provided within the approximately  $\frac{1}{2}$  acres in which the proposed development is located. A detailed landscaping plan showing compliance with this requirement is included with this application in **Exhibit F - Landscape Site Plan**

## **2.10. Fencing**

The proposed development proposes no new fencing on the Subject Property.

## **2.11. Scenic Standards**

The property is not within the Scenic Resource Overlay and scenic resource Overlay standards do not apply.

Exterior lighting standards apply. All development will comply with Exterior Lighting Standards and will show compliance at building permit submittal.

## **2.12. Natural Hazards to Avoid**

No steep slopes are present on site. The property is not within the Flat Creek floodplain. Soil and groundwater studies have been completed revealing no hazards.

## **2.13. Signs**

No signs are currently proposed by this development.

## **2.14. Grading and Erosion Control, Stormwater, etc.**

Preliminary grading and erosion control plans for the project have been completed, including areas for stormwater dentation are provided in attached **Exhibit C –Development Plan - Civil Site Plan**. These plans provide information on compliance with relevant LDR standards and proposed utility locations. The owner will submit a Grading and Erosion Control Pre-application conference request at the appropriate time and will submit a GEC application along with a building permit for the project once the Development Plan is approved.

## **2.15. Allowed uses**

The proposed Virginian Lodge Apartments project includes exclusively “apartment” uses. Apartment use is a basic use in the CR-3 zone district and the Basic Use Permit for “apartment use” is inherent within this application.

## **2.16. Parking**

The overall parking requirements for the existing uses and development on the Subject Property, along with the parking requirements for the proposed development are provided in Section 2.2. Narrative Description of Proposed Development section of this application.

## **2.17. Employee housing**

Required employee housing for the proposed 32 apartment units results in a housing mitigation requirement of .456 units. This generates a housing fee in lieu requirement of \$124,207. The owner proposes to provide the required employee housing mitigation as a fee in lieu. Below is a copy of the employee housing mitigation calculation as calculated by the Town of Jackson Affordable Housing Calculator. None of the existing development on

the overall property is being proposed to be removed. Therefore, affordable housing calculator is only for proposed development.

Step 3: Proposed Development

Please describe the proposed use of the site to determine if affordable workforce housing is required as part of the development. Describe the end result of the proposed development. (For example: in the case of an addition do not enter the square footage of the addition, enter the size of the unit upon completion of the addition.)

Proposed Use	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Apartment (Unrestricted)	$0.000017 * \text{sf} + (\text{Exp}(-14.17 + 1.59 * \text{Ln}(\text{sf}))) / 2.176$	2	852	8	0.234
Apartment (Unrestricted)	$0.000017 * \text{sf} + (\text{Exp}(-14.17 + 1.59 * \text{Ln}(\text{sf}))) / 2.176$	1	341	24	0.222

Affordable Workforce Housing Required: 0.456 units Fee-in-Lieu Amount: \$ 124,027.08

If the amount of required affordable workforce housing is less than one unit, you may pay the above fee in-lieu of providing the required housing. If you elect to pay the fee, your Housing Mitigation Plan is complete. If the requirement is greater than one unit, or you would like to provide a unit to meet the requirement, please proceed to the [Unit Type Sheet](#).

## 2.18. Operational standards

Refuse and recycling enclosure will be provided pre the LDR requirements. Refuse and recycling for the apartment use will be provided north of the proposed development, as part of the refuse facility that is part of the overall Virginian Lodge use. Alternatively, should there be some concern that the overall refuse and recycling that serves the existing 164 lodging units would not adequately serve the proposed development, **Exhibit F - Landscape Site Plan** includes a proposed alternative location for a new trash enclosure. This location would occupy a proposed new parking space, but as discussed in Section 2.2.B under the heading "Parking Requirements" the overall property provides parking in excess of what is required by existing and proposed uses on the site.

## 2.19. Transportation Facility Standards

Access to streets, roads and highways by the overall Virginian Lodge property are long established and no change to these access points are propose by this application. The Virginian Lodge Apartments project proposes a total of 15,004 s.f. of floor area, and the existing development on the overall Virginian Lodge property is equal to 95,269 s.f. Therefore, the cumulative increase in floor area on the overall property is 15.75% and the project is therefore exempt from compliance with access (curb cut) limits. The only drive aisle on the overall property that is affected by the proposed development is the drive aisle directly west of the Apartment Site. This drive aisle is currently more than 60' in width and development of the Apartment Site will maintain compliance with drive aisle limitations. Please see attached **Exhibit C - Development Plan - Civil Site Plan**. Easements, including applicable easements such as Sewer and pathways easements are addressed under section 2.2. Narrative Description of Proposed Development

## 2.20. Required Utilities

All required utilities will be provided. Please refer to attached **Exhibit C –Development Plan - Civil Site Plan** for information on required utilities. See also Section 2.21. Response to Department Review Comments below for additional utility connection information.

## 2.21. Response to Department Review Comments

Pre-application Conference Summary (P-25-145) includes comments from both the Planning Department and the Engineering Department. Response to these additional comments are provided below:

### Planning Department Comments:

***Comment: BICYCLE PARKING / EV CHARGING – Triggered for all new and expanded uses that generate off-street parking.***

**Response:** EV Charging standards within the LDRs require 30% of the required parking generated by the proposed development be EVSE capable. An addition, 5% of the required EVSE capable parking spaces are required to be installed. The proposed development requires a total of 36 parking spaces. Therefore, 30% of 36 parking spaces, or 11 spaces are required to be EVSE capable and of these 11 spaces, 2 are required to be EVSE installed. As discussed in Section 2.2.B above, the overall Virginian Lodge property contains a total of 247 parking spaces and the uses on the overall property, including the proposed development, requires a total of 230 parking spaces. Therefore, the overall property provides parking in excess of the requirement by 17 spaces. Please see **Exhibit B – Overall Existing Site Plan and Parking Plan and Exhibit C Development Plan - Civil Site Plan** for illustrations for the parking providing on site and the parking provided specific to the proposed development.

***Comment: CONSTRUCTION MGT PLAN – Proposed plan should be included with Development Plan submittal for staff (and Council) comment. This enables any updates/changes to be incorporated and finalized prior to submittal of building permit.***

Response: **Exhibit C Development Plan - Civil Site Plan** includes an illustration of the locations dedicated to construction staging, access, fencing and other provisions for construction management.

The proposed “Apartment Site” contains RVs which will be removed prior to construction and therefore no structure demolition will be required.

The contractor shall implement a clear and self-enforcing construction parking plan that does not use or encumber on street and/or public parking lot parking spaces. The

Contractor will encourage carpooling and bus riding, and when possible, provide shuttles to/from the project. The site plan as designed will allow for all construction parking, deliveries and staging to the site alone. The size of the site gives ample room for any parking required for all onsite construction personnel.

The project site will have a perimeter site construction fence with a silt fence along the inner margin as part of the erosion control BMP's. Worker and vehicle access is minimized to one access point to minimize disturbance. The vehicle entrance gates will include vehicle tracking control pads as needed. Throughout all stages, trucks arriving or leaving the site will have access to utilize the town truck route. A map to the site, delivery and parking instructions will be provided to subcontractors and vendors at the beginning of the project and additionally as needed.

Construction work hours, unless by special exception, will be Monday-Friday 7AM-7PM and 8AM-5PM during weekends and holidays.

During construction, a small mobile crane will be utilized. The crane will not encroach on any PROW and will be installed interior to the site itself. Cranes will include hardwired electric lighting at their highest point.

**Comment: SNOW STORAGE – demonstrate snow storage that complies with the minimum 2.5% storage requirement for all new paved surfaces (parking, sidewalks, walkways, etc.).**

**Response:** Snow storage required by the proposed development is shown on Exhibit C - Development Plan - Civil Site Plan. The site of the existing development on the Apartment Site (as defined above in Section 2.2.B - Apartment Site is generally covered by impervious surfaces and is therefore not subject to additional snow storage requirements. Nevertheless, some additional paved surfaces for the development, including paving existing gravel drive aisles is approximately 1,000 s.f. in area. The location of proposed snow storage, as illustrated on Exhibit C is approximately 20 % of the proposed additional paved surfaces, far exceeding the 2.5% requirement.

**Comment: LANDSCAPE SURFACE RATIO - The 7.79-acre (339,332 sf) site requires a minimum of +/-33,933 sf of Landscape Surface Ratio based on a 0.10 LSR**

**Response:** As discussed in Section 2.2.B above, the existing minimum LSR on the overall property is decreased by 3,000 s.f. resulting in a rough amount of LSR on the overall property of approximately 47,000 s.f., which is well within the 10% LSR requirement of 33,933 s.f.

**Comment: FLOOR AREA RATIO – The 7.79-acre (339,332 sf) site allows a total of +/- 135,733 sf of floor area based on a 0.40 FAR. Based on GIS it appears there is roughly 95,000 sf of existing floor area. At the time of the Development Plan submittal, the applicant shall provide an accounting of all existing structures and their square footage.**

**Response:** As discussed in Section 2.2.B above, the Virginian Lodge property has a maximum allowable FAR of 135,732 s.f. Currently, all existing floor area on the property totals 95,269 s.f. This total floor area is broken down by individual existing buildings as follows:

Original motel building and associated ancillary uses:	40,247 s.f.
Virginian Restaurant:	5,121 s.f.
East motel building:	15,344 s.f.
Bar/Tavern:	13,269 s.f.
South motel building	20,184 s.f.
Miscellaneous storage/well house	<u>1,104</u> s.f.
Total Existing Floor Area:	<b>95,269</b> s.f.

The proposed Virginian Apartments project contains a total of 15,004 s.f. Therefore, including the proposed apartments, the overall floor area on the Subject Property totals **110,273 s.f.** This is equal to 32.5% FAR, which is 7.5% below the maximum FAR of 40%, or 25,459 s.f. below the maximum floor area allowed in the CR-3 zone district.

**Comment:** *SETBACK RANGE – The site is currently nonconforming to the primary street setback range. Please discuss this with Planning to ensure the new development complies with the setback range, or that the request is run after an LDR Text Amendment.*

**Response:** As discussed in **Section 1.3 - Applications** and **Section 2.2.B - Project Description** above, under CR-3 zoning, specifically LDR Section 2.2.13.2 – Bulk Standards – the zoning requires a minimum “street façade width” of 50% within the primary street setback range of 20’ minimum and 85’ maximum. Currently the historic development on the northern portion of the Virginian Lodge property that fronts the primary street (W. Broadway) does not meet this minimum street façade width standard and is therefore considered nonconforming.

The proposed apartment development, located in the southeast corner of the overall 7.79-acre property, will not serve to decrease this existing street façade width nonconformity. Recognizing that many street façade width standards within the Town of Jackson Land Development Regulations (LDRs) present significant challenges on properties with older buildings or sites that do not currently meet the street façade width standards, and recognizing the benefits of exempting certain projects from meeting this standard, such as preserving the community’s building stock and character, Town planning staff has proposed an amendment to the LDRs to address this issue (Planning Agenda Item P-25-176) and the Town Planning Commission recommended approval of this LDR amendment on October 15, 2025. This planning staff proposed LDR amendment would allow for an exemption to street façade width standards under the nonconformity section of the LDRs. This LDR amendment will allow the necessary

exemption to street façade width and will result in the siting of the proposed apartments being consistent with Town LDR standards.

Based on the above, inherent in this Development Permit application is a request for a Planning Director exemption to CR-3 street façade width standards.

**Comment: NONCONFIRMING CURB CUTS – The site has existing curb cuts along Virginian Lane that are nonconforming because they exceed the 24' rule. Required compliance is triggered upon a cumulative expansion of 20% or more.**

**Response:** The proposed development is a total of 15,004 s.f. Existing development on the property, which has existed on the parcel beginning in 1965, with most recent floor area additions being built in 2001 (the Virginian Restaurant) have a total cumulative floor area of 95,269 s.f. Twenty percent cumulative expansion is equal to 19,053 s.f. The proposed development of 15,004 s.f. is well below the 20% cumulative expansion and therefore the required compliance of nonconforming curb cuts is not triggered by the proposed development.

**Comment: PARKING – As part of the Development Plan submittal the applicant shall provide a total parking analysis that includes all existing uses and the proposed 16 apartments. The parking analysis shall include all hotel rooms, the retail alcohol store, the restaurant/bar seating areas, salon, and any other uses. The Conference space is exempt from parking requirements because it is considered ancillary to the hotel. At least one ADA space will be required.**

**Response:** The total number of parking spaces on the property is discussed under Section 2.2.B Project Description; Parking Requirements of this report and an illustration of the overall parking counts is provided in **Exhibit B – Overall Existing Site Plan and Parking Plan.** Overall the Virginian Lodge property contains a total of 247 parking spaces and existing development on the property generates a parking requirement of 194 spaces. The proposed development generates an overall parking requirement of 36 spaces. The proposed development will add a total of 16 new spaces to the property. Once the new development is completed the property will contain a total of 263 spaces, with an overall parking requirement of 230 spaces.

The new development also generates a requirement to provide 11 EVSE capable parking spaces with 2 of these spaces required to be EVSE installed. The required EVSE Parking spaces will be provided fronting the new development and are shown on **Exhibit C – Development Plan – Civil Site Plan.**

**Comment: ROOF OVERHANGS – Roof overhangs cannot encroach into any side or rear setback.**

**Response:** Setbacks from the east and south property lines is 5'. The proposed development is setback from the east property line by 6' and the south property line by

a minimum of 8.1 feet. The eave along the east property line will be less than 6" and the eave along the south property line will be less than 1', thereby complying with the requirement that roof overhangs not encroach into the 5' setbacks. The proposed development is well within property line setback limitations.

**Comment: ACCESS – Need to discuss the proposed plan, namely the new parking, as it intersects with the east-to-west vehicle corridor that runs along the southern boundary of the property. It appears this is used as one of the main circulation paths for the RV park to the south. The southern 15' is also encumbered by a pathway easement that runs from the western property to and ends roughly 81.71' from the eastern property line.**

**Response:** The Virginian Lodge property and the Virginian RV Park property are owned separately and there is not cross boundary easement allowing access from the Virginian Lodge property to the Virginian RV Park property. While the east west vehicle corridor along the southern boundary of the Virginian Lodge property will remain, it will not provide access to the Virginian RV Park property unless otherwise agreed to between the separate property owners.

The issue of the pathway easement is also discussed in Section 2.2.B Project Description of this report. As the pathway is currently configured, the east 81.7' of the Virginian Lodge property is not encumbered by the pathway easement. The proposed development extends 78 feet west of the east property boundary, thereby avoiding the pathway easement. Should one of the proposed parking spaces - specifically the southernmost parking space - be required to be removed to accommodate the pathway easement, this will be a reduction of 1 parking space and the overall property will still be over parked by a total of 32 spaces.

#### **Engineering Department Comments:**

**Comment: 1. The existing water line shown appears to be from the well house. The proposed water service line will be required to be branched off the existing water line that is connected to the town's water distribution system. The proposed shown appears to be from the well line.**

**Response:** Previously, water service to the property was from a well on the property. In 2021, the property was connected to Town water and the well service abandoned. The water service to the overall property is connected to Town water at West Broadway and runs along the east boundary of the property as shown on **Exhibit C – Development Plan – Civil Site Plan**

**Comment: 2. Provide how the proposed units will be metered.**

**Response:** Each of the four proposed buildings will have separate and individual water meters. Each individual unit., 32 in total, will have separate, individual electric meters.

**Comment:** *3. Provide an overall site plan that includes all easements, sanitary sewer lines and water lines along with power and communication lines. The submitted site plan is does not provide enough information on existing utilities.*

**Response:** The attached Exhibit C – Development Plan – Civil Site Plan show all existing and proposed utility lines as they relate to the “Apartment Site” as they are planned to provide service to the proposed development. Exhibit A – A.L.T.A./N.S.P.S. Land Title Survey shows all easements, sanitary sewer lines, and water lines and power and communication lines on the property, with the exception of the recently installed water line that is served by Town water service in W Broadway and the sewer easement on the neighboring Virginian RV Park Property. The water line is shown on Exhibit B – Overall Existing Site Plan and Parking Plan and a portion of the existing water line is also shown on Exhibit C – Development Plan – Civil Site Plan Exhibit. The sewer easement is also shown on Exhibit C – Development Plan – Civil Site Plan and the sewer line easement is included with this application under Exhibit E - Sanitary Sewer Easement Agreement.

**Comment:** *4. The existing sanitary collection system shown and ToJ GIS do not match. The proposed sanitary sewer collection system connects to an existing manhole that flows south into the RV park. Keep the Virginian lodging system separate from the RV park and proposed development in the RV park.*

**Response:** The existing sewer line easement was established by the owners of the Virginian Lodge property and the Virginian RV Park property prior of the sale of the RV Park property from the Virginian Lodge owners to the Jackson/Teton County Housing Authority. The establishment of this sewer line is understood by the RV Park owner, has capacity to serve the existing and proposed development on the Virginian Lodge property and will be used in the future for that purpose.

**Comment:** *5. Provide a sanitary sewer main for this project that connects to the town’s wastewater collection system in Virginian Lane.*

**Response:** Sanitary sewer for the project will be served by the existing sewer line that is within the existing sewer easement on the Virginian RV Park property and is shown on both Exhibit E - Sanitary Sewer Easement Agreement and on Exhibit C – Development Plan – Civil Site Plan

### 3.0 Findings for Approval

A development plan shall be approved upon finding the application:

- 1. Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan;**

**Complies:** The purpose of the LDRs is to implement the Jackson/Teton County Comprehensive Plan and promote the health, safety and general welfare of the present and future inhabitants of the community. The subject property This project helps achieve the goals pf the LDRs and the Comprehensive Plan.

- 2. Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable;**

**Not applicable.**

- 3. Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMS facilities;**

**Complies:** The proposal is a nominal increase in existing use on the property with only a slight increase in intensity of use. It will have no significant impact on public facilities.

- 4. Complies with the Town of Jackson Design Guidelines, if applicable;**

**Complies:** The applicant has made every effort to comply with the Town of Jackson Design guidelines. We are seeking a workshop and a formal hearing before the Design Review Committee to confirm the project's compliance with these design guidelines.

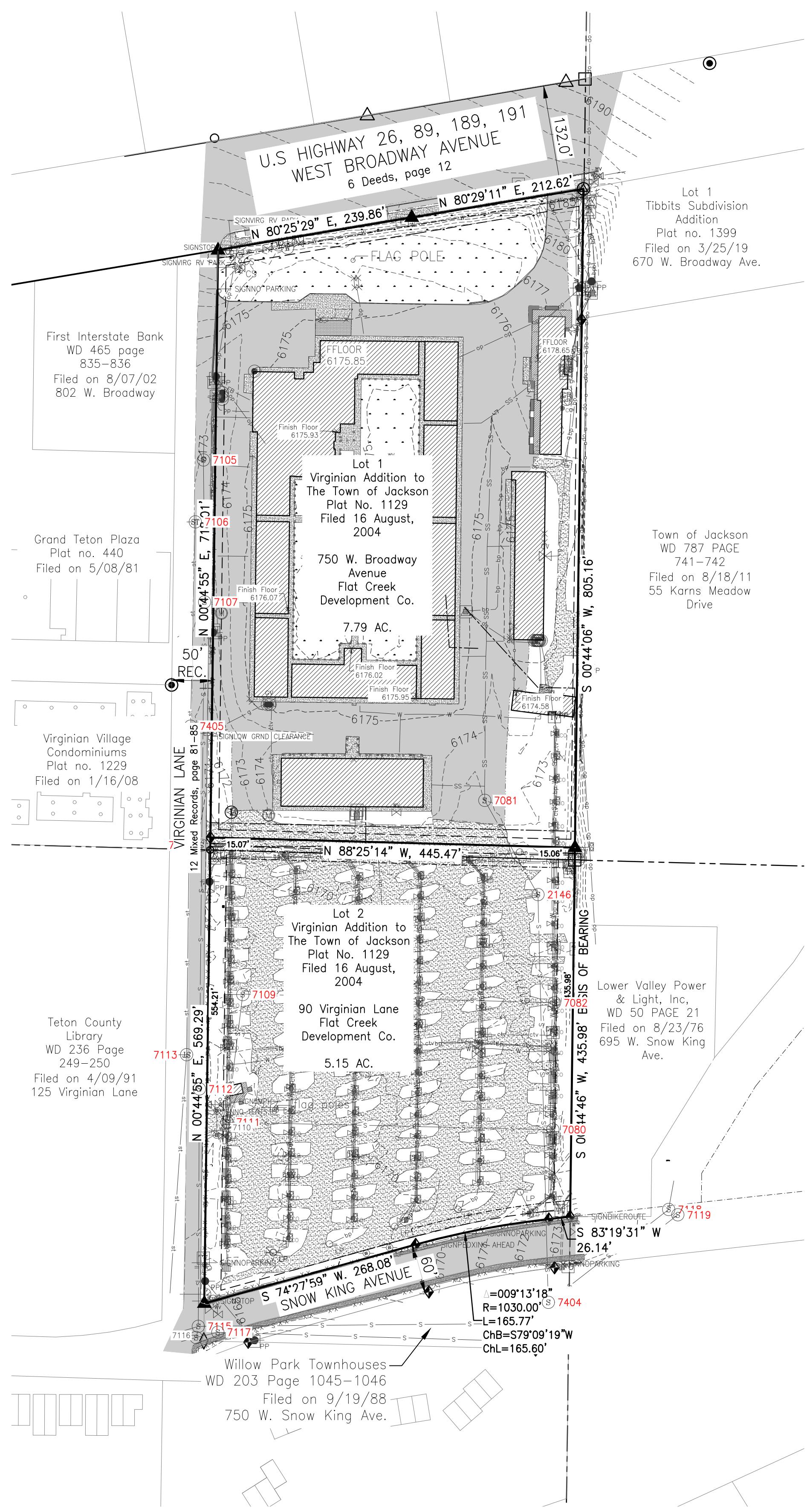
- 5. Complies with all relevant standards of these LDRs and other Town Ordinances;**

**Complies:** With the exception of the street yard façade issue, which is addressed by the LDR amendment proposed by the Town planning department, the project complies with both the Comprehensive Plan and the purpose of the LDRs, the project complies with relevant standards and Town ordinances.

- 6. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.**

**Not Applicable.**

**Exhibit A – A.L.T.A./N.S.P.S. Land Title Survey**



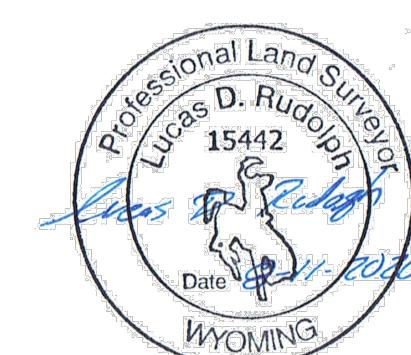
## LEGAL DESCRIPTION

Lot 1 and Lot 2 of Virginian Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk, on August 16, 2004 as Plat No. 1129.

## CERTIFICATE OF SURVEYOR

TO: Westcor Land Title Insurance Company, Wyoming Title & Escrow Inc., New West Companies, LLC, a Wyoming limited liability company, Waterton Hospitality Acquisitions, LLC a Delaware limited liability company, Flat Creek Development Company, a Wyoming corporation, Virginian Lodge LLC a Wyoming limited liability company, Virginian RV Park LLC, a Wyoming limited liability company, and First Republic Bank.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1, 3, 4, 5, 6(a)(b), 7(a), 8, 11, 19 and 20 of Table A thereof. The field work was from a survey on June 4, 5, 8, 9, 10, and 29, 2020.



Date of Map: August 11, 2020

Lucas D. Rudolph, Wyoming Professional Land Surveyor 15442

Schedule B-II Exceptions from Coverage  
Title Commitment Order Number: W-21434, dated 6 March, 2020

Exceptions shown on this survey are highlighted below.

1. Affects property, but not a matter of survey.
2. Affects property, but not a matter of survey.
3. Affects property, but not a matter of survey.
4. Affects property, but not a matter of survey.
5. Affects property, but not a matter of survey.
6. Affects property, but not a matter of survey.
7. Affects property, but not a matter of survey.
8. Affects property, but not a matter of survey.
9. Affects property, but not a matter of survey.
10. Affects property, but not a matter of survey.
11. Affects property, but not a matter of survey.
12. It is a blanket easement.
13. It is a blanket easement.
14. Affects property, and is depicted hereon, 10 foot wide easement to Lower Valley Power and Light, Inc., Book 31 of Photo, page 233, recorded on 3-20-1976.
15. Affects property, and is depicted hereon, 10 foot wide easement to Lower Valley Power and Light, Inc., Book 53 of Photo, page 86-87, recorded on 12-08-1976.
16. Affects property, and is depicted hereon, Parcel No. 2 Roadway easement to The Town of Jackson, Book 155 of Photo, page 731-733, recorded on 7-18-1984.
17. Affects property, and is depicted hereon, 10 foot wide easement to Lower Valley Power and Light, Inc., Book 186 of Photo, pages 504, recorded on 2-10-1987.
18. This easement is not on, and does not touch this surveyed property.
19. Affects property, and is depicted hereon, 10 foot wide easement to Lower Valley Power and Light, Inc., Book 223 of Photo, page 1013, recorded on 4-25-1990.
20. Affects property, but not a matter of survey.
21. Affects property, and is depicted hereon, 10 foot wide gas easement to Lower Valley Power & Light, Inc., Book 361, pages 1077-1080, recorded on 9-23-1998.
22. Affects property, and is depicted hereon, easements as shown on Plat No. 1129, filed 8-16-2004.
23. Affects property, and is depicted hereon, 10 foot wide telephone easement to Silver Star Telephone Company, Inc., Book 904, pages 544-545, recorded on 9-14-2015.
24. Affects property, but not a matter of survey.

## NOTES:

The undersigned has received and examined copies of the Title Commitment Order No. W-21434, dated 6 March 2020 issued by Westcor Land Title Insurance Company with respect to the subject property, and of each instrument listed therein. The location of each easement, right-of-way, servitude, and other matter affecting title listed in said commitment, to the extent it can be located, has been shown hereon with appropriate recording references.

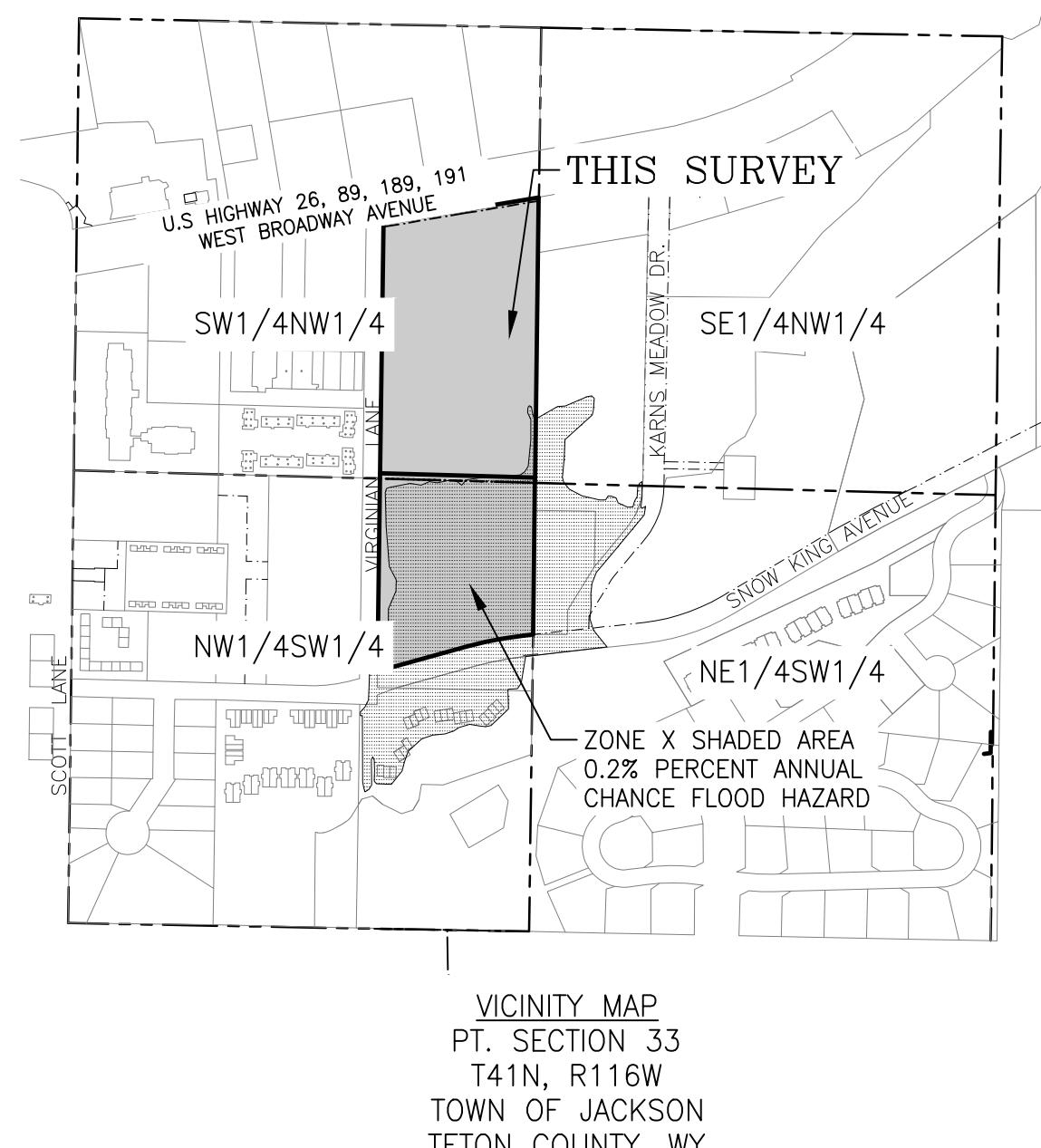
The property shown in this survey is the same as the properties described in Schedule A of the above-referenced Title Insurance Commitment.

The Property lies in Zone X, "areas determined to be outside the 500-year flood plain" and in Zone X shaded "areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood" as shown on the Flood Insurance Rate Map Panel 56039C2907D, prepared by the Federal Emergency Management Agency, effective September 16, 2015.

No Zoning Report Letter was supplied to the surveyor by the client, the setbacks shown are from the current zoning classification that the Town shows for the properties. Parking requirements are not listed.

Lot 1 has direct physical access to Highway 26, 89, 189, 191 and Virginian Lane and Lot 2 has direct physical access to Virginian Lane, both Public Roadways. There is an existing curb cut along Snow King Avenue, but no physical access to Lot 2 of Virginian Addition from Snow King Avenue.

Underground utilities locates provided by private utility Locate company, Magic Valley Locates.



VERTICAL DATUM BASED ON NAVD88

**NELSON  
ENGINEERING**

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

DATE 6/29/2020  
SURVEYED W/DS  
ENGINEERED  
DRAWN SK  
CHECKED LR  
APPROVED LR

REV 7/13/2020  
8/7/20

## A.L.T.A./A.C.S.M. LAND TITLE SURVEY

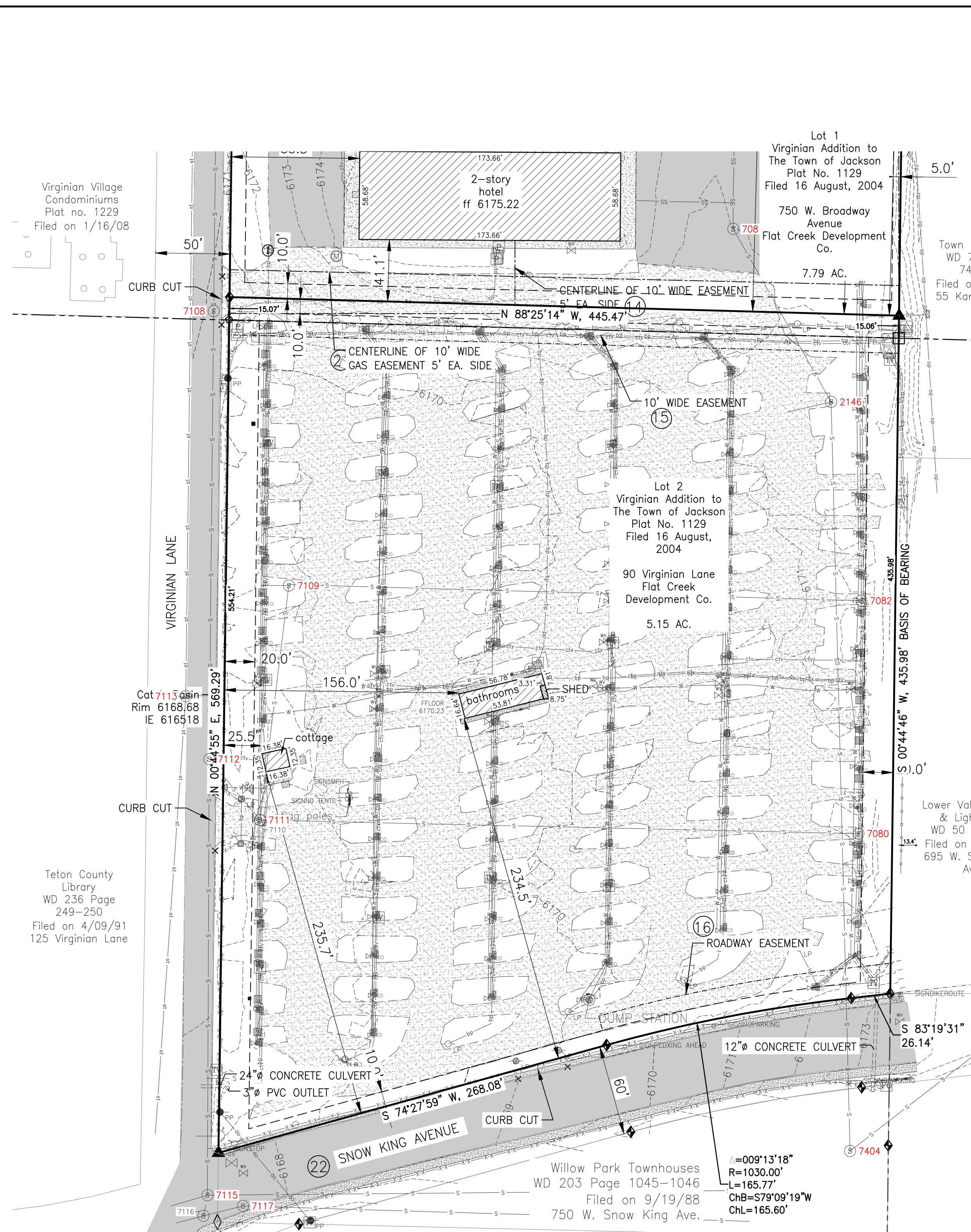
Lot 1 and Lot 2  
of the

Virginian Addition to the Town of Jackson  
located within  
SW1/4 NW1/4, NW1/4 SW1/4, Section 33  
Township 41 North  
Range 116 West, 6th P.M.  
Town of Jackson  
Teton County, Wyoming

DRAWING NO	JOB TITLE	A.L.T.A./N.S.P.S. LAND TITLE SURVEY	SITE PLAN
1 OF 3		NEW WEST COMPANIES LLC	
20-102-2		AND FLAT CREEK DEVELOPMENT CO.	

JOB NO  
20-102-2





LOT 2 TOWN OF JACKSON ZONE NH-1  
BUILDING SETBACKS

Primary Building Setbacks  
Primary Street (min) – 20'  
Secondary Street (min) – 10'  
Side Interior (min) – 10'  
Rear (min) – 20'

Accessory Structure Setbacks

Primary Street (min) – 30'
Secondary Street (min) – 10'
Side Interior/rear (min) – 5'
Rear Alley (min) – 10'

Landscaping  
Landscape surface ratio (min) see regulation (9.4.6.D)  
Apartments/Single-Family Attached 0.21 & 70% in front 1/3 of lot  
— all other allowed uses – 0.30

## Driveway setbacks

Primary street\* (min)  
Secondary street (m)  
Side Interior (min) –  
Rear (min) – 5'

Rear Alley (min) – 0'  
\*Excludes 20' max driveway allowed in primary/secondary street setback

## Building Height

Height: roof pitch  $\leq 3/12$  (max) 3 stories not to exceed 35'  
Height: roof pitch  $4/12$  (max) 3 stories not to exceed 37'  
Height: roof pitch  $\geq 6/12$  (max) 3 stories not to exceed 39'

Scale of Development  
Floor Area ratio (FAR Max) – 0.40  
Individual building (max gross floor area) 10,000 sf

NOTE: All camping spots include a water, sewer and power/cable tv hookup.

LEGE

= FOUND BRASS CAP, CORNER RECORD IN  
FILE IN THE OFFICE OF THE CLERK OF  
TETON COUNTY

= FOUND REBAR WITH ALUMINUM CAP  
INSCRIBED "SURVEYOR SCHERBEL LTD BIG  
PINEY WY PLS 3889"

 = FOUND T-STAKE WITH METAL CAP  
INSCRIBED "SURVEY POINT DO NOT DISTURB  
PLS. 164"

△ = FOUND 6"X6" CONCRETE POST WITH  
STANDARD HIGHWAY BASE TABLET INSCRIBED  
APPROPRIATELY

○ = FOUND REBAR WITH CAP INSCRIBED  
"PIERSON LAND SURVEYS PC PLS 3831"

◇ = FOUND CHISELED X IN CONCRETE SURFACE

(△) = FOUND REBAR WITH CAP "NELSON ENGR"  
PLS NO. NOT READABLE

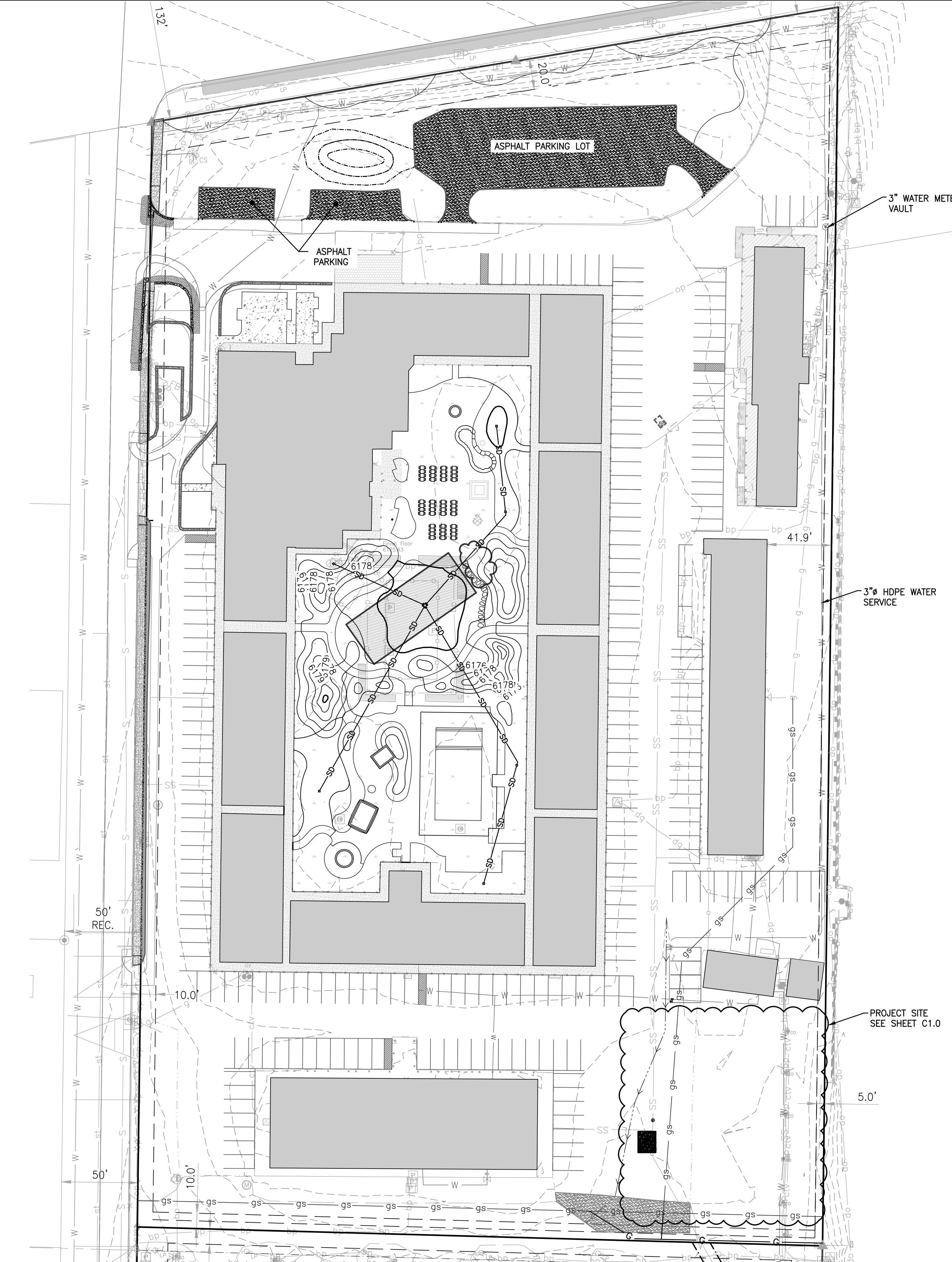
▲ = SET 5/8"Ø REBAR WITH CAP INSCRIBED  
"NELSON ENGR. PLS 15442"

A.L.T.A./A.C.S.M. LAND TITLE SURVEY  
Lot 1 and Lot 2

of the  
Virginian Addition to the Town of Jackson  
located within  
SW1/4 NW1/4, NW1/4 SW1/4, Section 33  
Township 41 North  
Range 116 West, 6th P.M.  
Town of Jackson  
Teton County, Wyoming

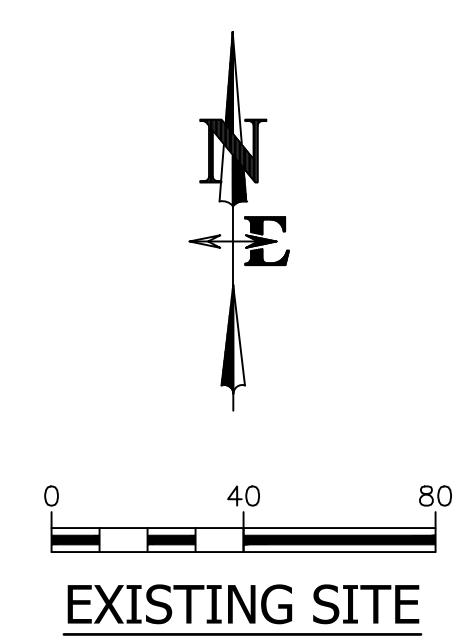
DRAWING NO	JOB TITLE	DRAWING TITLE
33 OF 3	A.L.T.A./N.S.P.S. LAND TITLE SURVEY	LOT 2
00BN0	NEW WEST COMPANIES LLC	SITE PLAN
20-1102-2	AND FLAT CREEK DEVELOPMENT CO.	

**Exhibit B – Overall Existing Site Plan and Parking Plan**



**LEGEND**

- LANDSCAPED AREA
- ASPHALT REPLACEMENT
- CURB & GUTTER
- VALLEY GUTTER
- CONCRETE SIDEWALK
- CONCRETE PAVER
- FLOWLINE GUTTER OR SWALE
- PRIVACY FENCE
- DRAIN LINE



EXISTING SITE

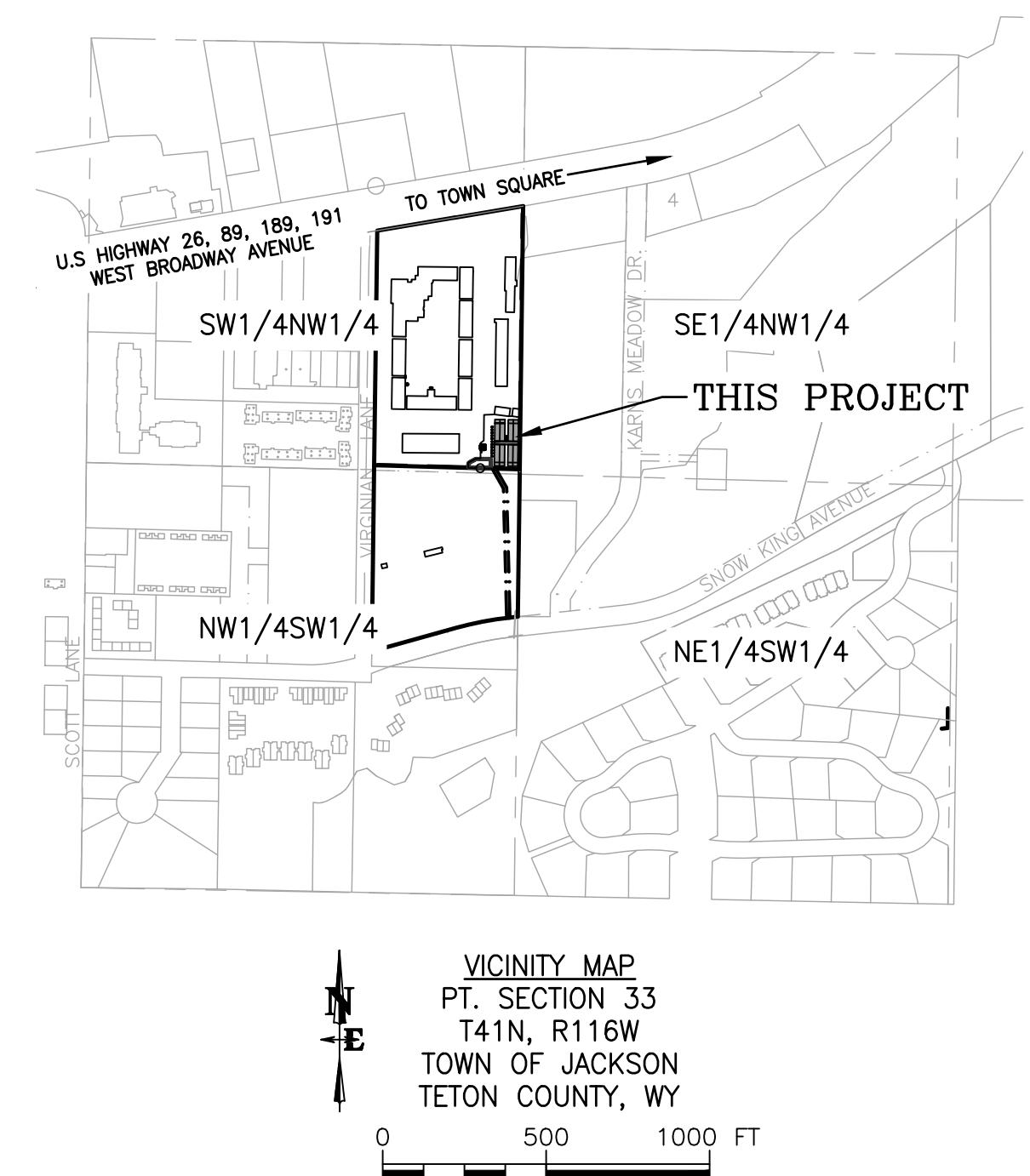
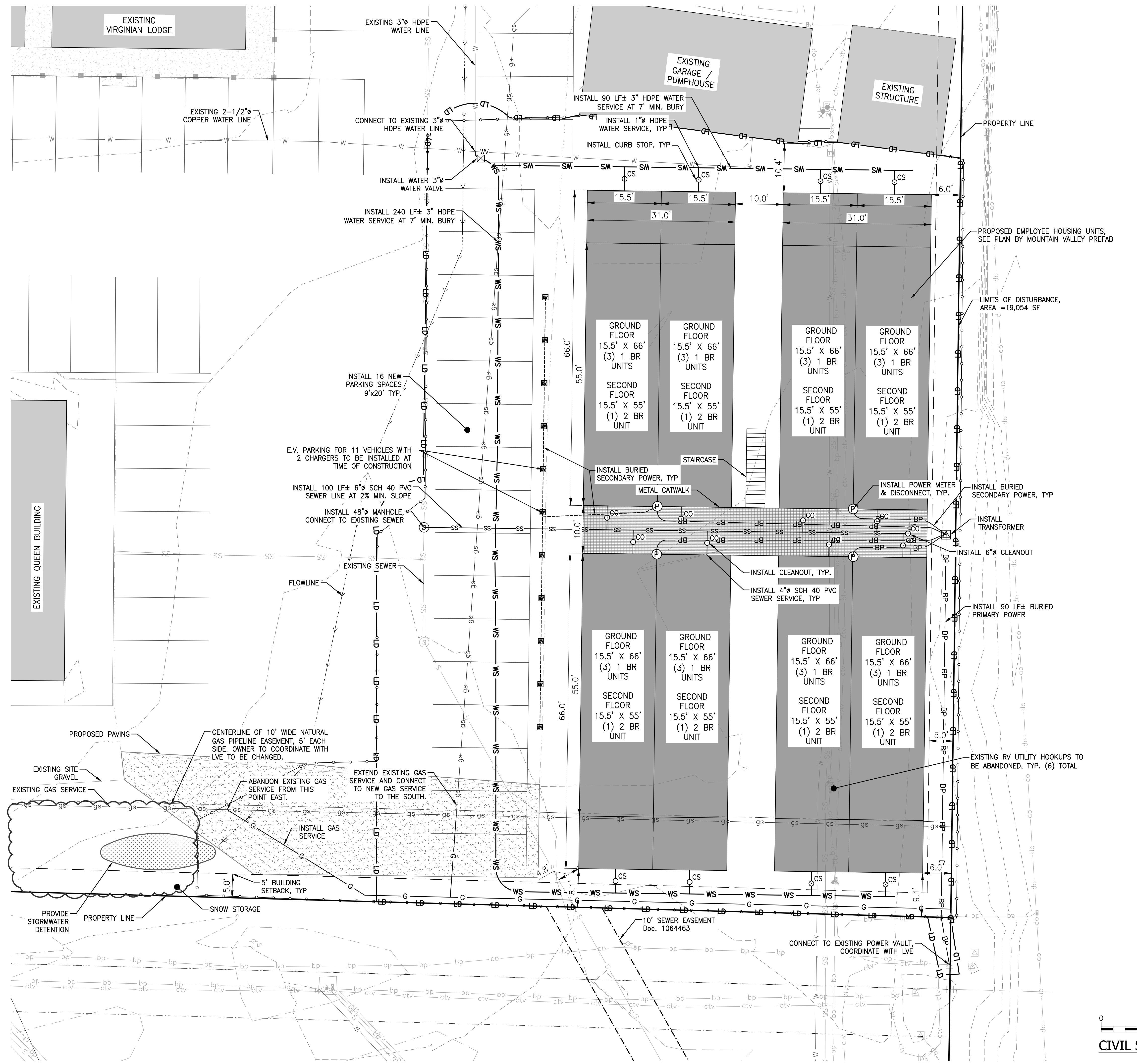
**NELSON  
ENGINEERING**

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

DATE	11/25/25	REV.	
SURVEYED	ATA		
ENGINEERED	BS		
DRAWN	BS/RN		
CHECKED	MB		
APPROVED	MB		

DRAWING NO	JOB TITLE	DRAWING TITLE	
2.0	VIRGINIAN LODGE EMPLOYEE HOUSING	OVERALL EXISTING SITE AND PARKING PLAN	
25-226-01	DEV APPLICATION		
	TOWN OF JACKSON, WY		

**Exhibit C – Development Plan – Civil Site Plan**

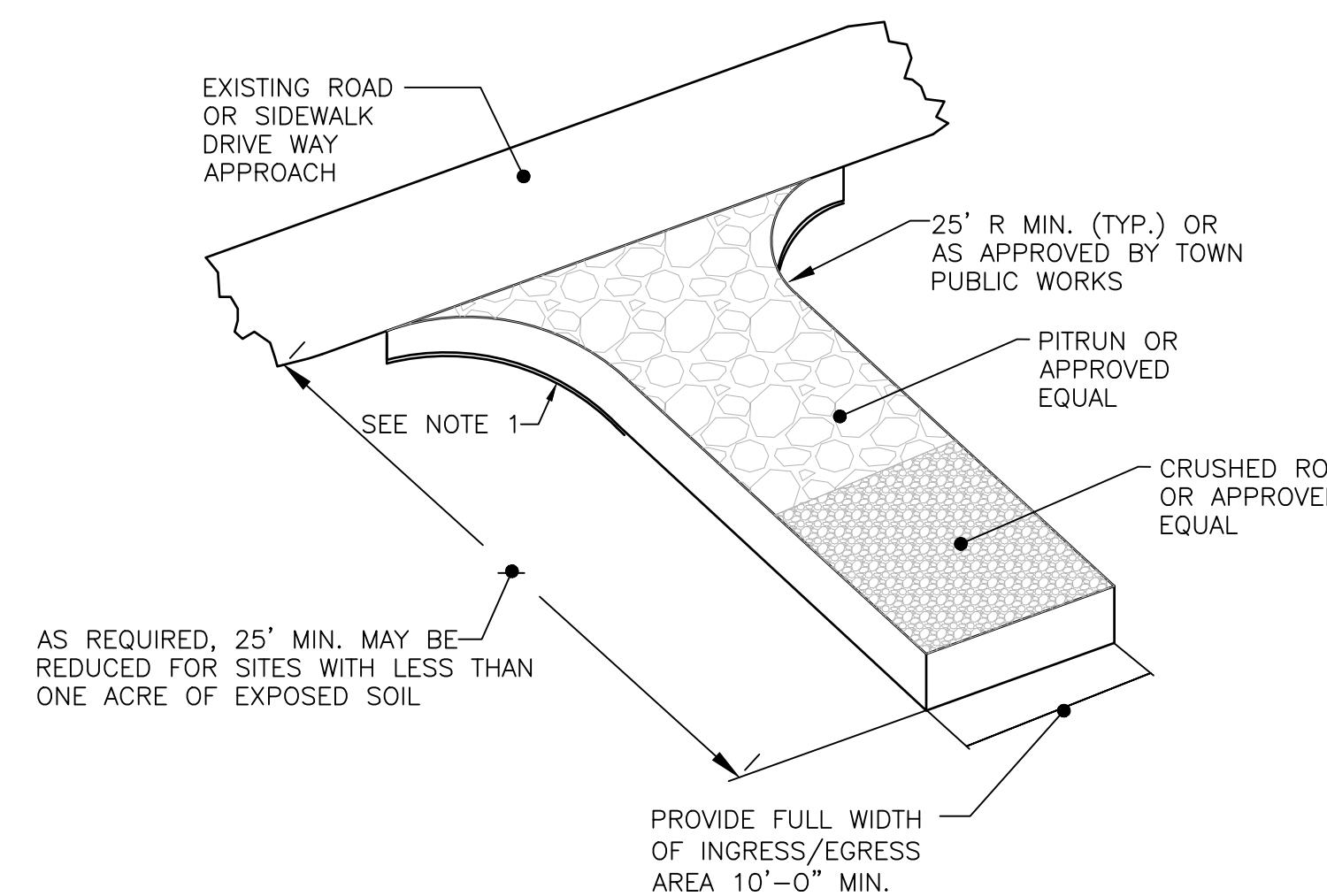
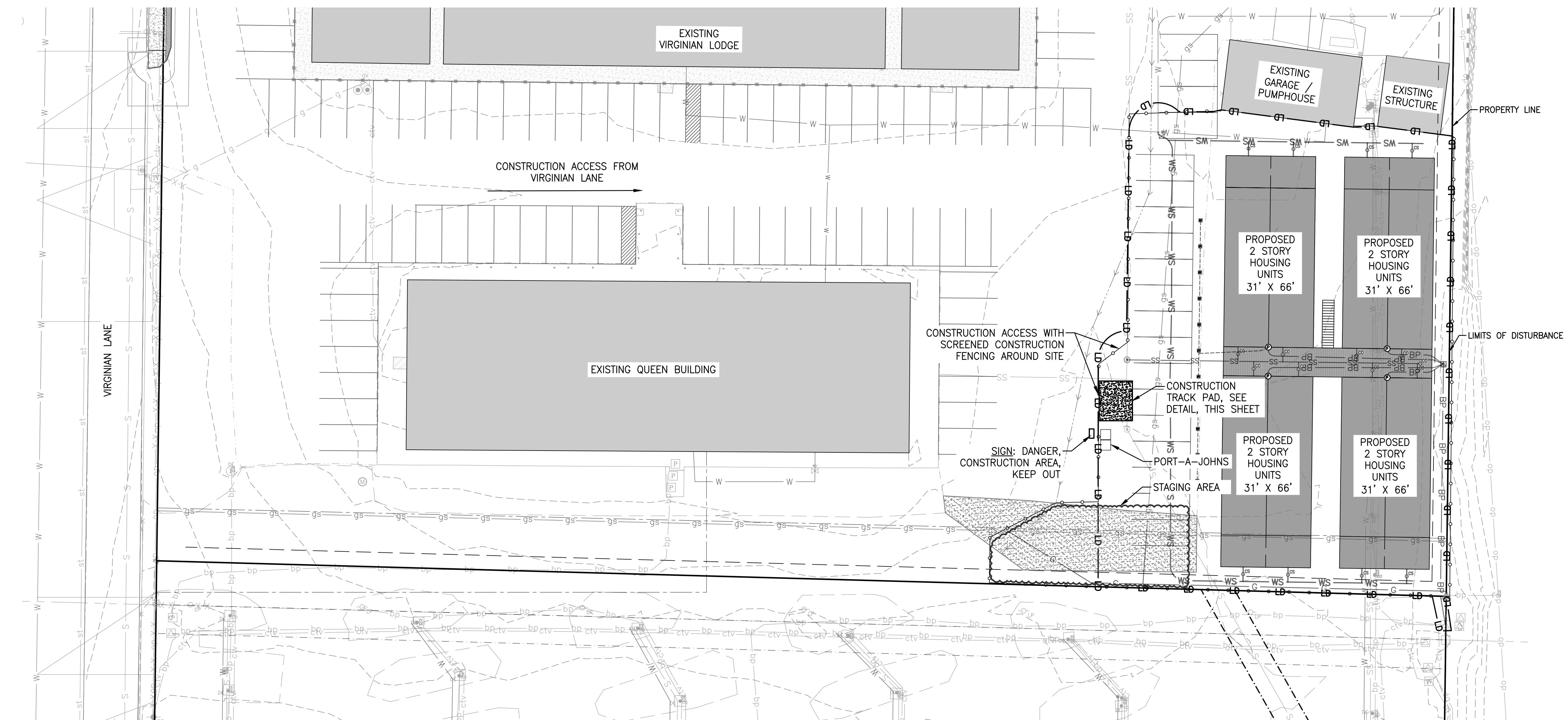


## LEGEND

—	= PROPERTY LINE
— - - - -	= SIDE OF EASEMENT LINE
— - - - -	= CENTERLINE OF EASEMENT
— - - - -	= SETBACK LINE
— o — o — o — o —	= CONSTRUCTION FENCING
— ctv — ctv —	= CABLE TV BURIED LINE
— FB — FB —	= FIBER OPTIC LINE
— g — g —	= GAS LINE
— bp — bp —	= POWER BURIED
— op — op —	= POWER OVERHEAD
— S —	= SANITARY SEWER LINE
— SS —	= SANITARY SEWER SERVICE LINE
— st —	= STORM SEWER LINE
— bt — bt —	= TELEPHONE LINE – BURIED
— W —	= WATER LINE
[TV]	= CABLE TV PEDESTAL
(P)	= ELECTRIC METER
[O]	= ELECTRIC PEDESTAL
[Δ]	= ELECTRIC TRANSFORMER
[P]	= ELECTRIC VAULT
[GV]	= GAS VALVE
[X]	= POWER POLE
[CO]	= SANITARY SEWER CLEANOUT
(S)	= SANITARY SEWER MANHOLE

# CIVIL SITE PLAN

DRAWING NO	JOB TITLE	DRAFTING TITLE	DEVELOPMENT PLAN - CIVIL SITE PLAN	
			1.0	VIRGINIAN LODGE WORKFORCE HOUSING
JOB NO	TETON COUNTY, WYOMING	25-226-01	733-2087	P.O. BOX 1599, JACKSON WYOMING (307)
APPROVED	DD	DD	DD	REV.
			12/05/2025	
			ALTA	
			PCH	
			PCH/RN	
			CHECKED	
			APPROVED	



NOTES:

1. PLACE CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION UNDER THE CRUSHED ROCK FROM THE EDGE OF THE EXISTING ROADWAY TO THE RADIUS RETURNS, OR AS DIRECTED BY PUBLIC WORKS.
2. ENTRANCE SHALL BE REMOVED AND RECONSTRUCTED AS REQUIRED TO PREVENT EXCESS TRACKING OF MATERIALS ONTO RIGHT-OF-WAY, OR WHEN DIRECTED BY THE TOWN PUBLIC WORKS DEPARTMENT.

CONSTRUCTION TRACK PAD DETAIL  
N.T.S.

**CONSTRUCTION  
MANAGEMENT PLAN**

DRAWING TITLE  
CONSTRUCTION MANAGEMENT PLAN

**NELSON  
ENGINEERING**

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

DRAWING NO C3.0	JOB TITLE VIRGINIAN LODGE WORKFORCE HOUSING	DATE 12/05/2025	REV. ALTA
JOB NO 25-226-01	ENGINEERED DRAWN PCH/RN CHECKED DD	SURVEYED DRAWN PCH/RN CHECKED DD	APPROVED DD

**Exhibit D - Virginian Lodge Apartments Architectural Floor Plans and Renderings**

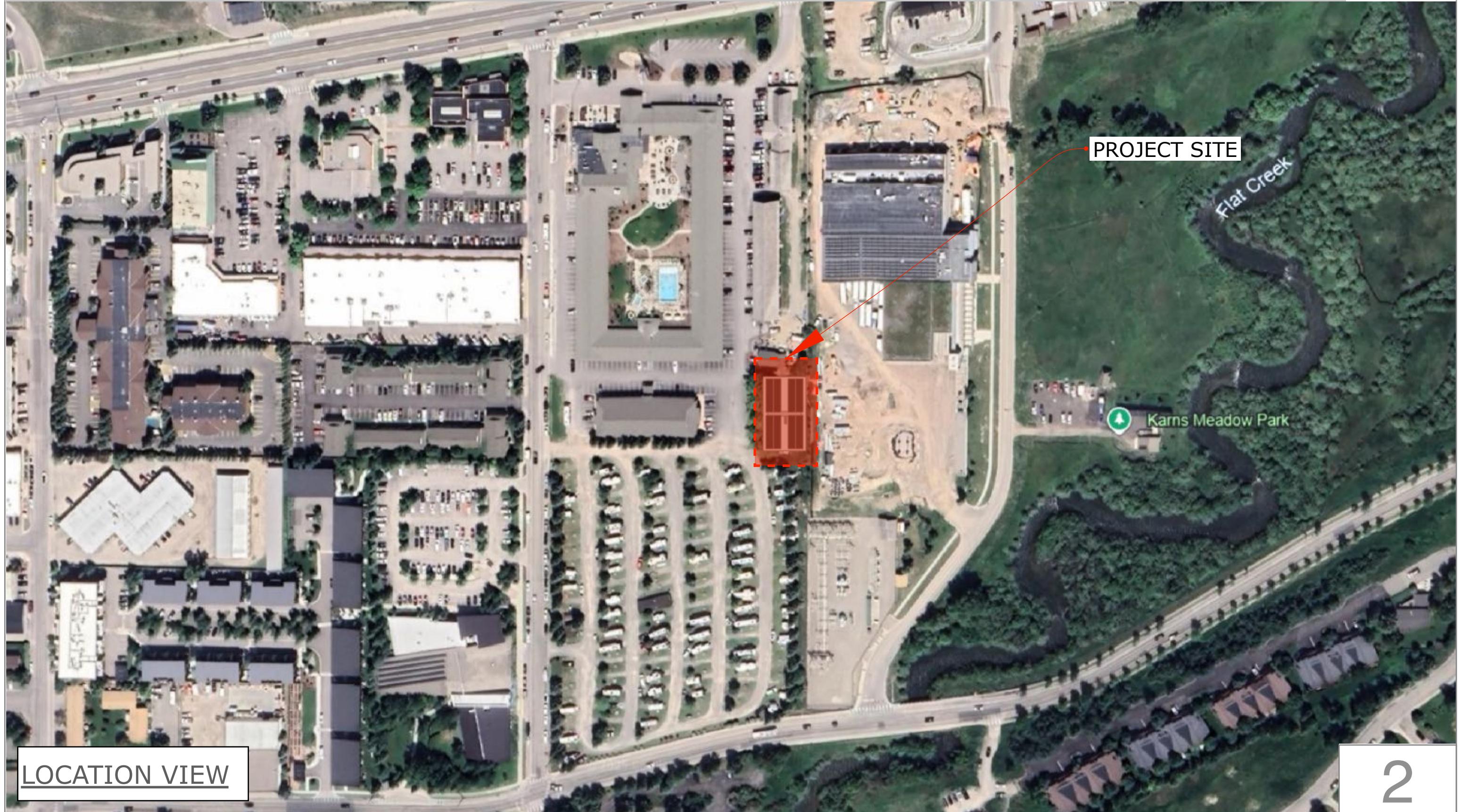
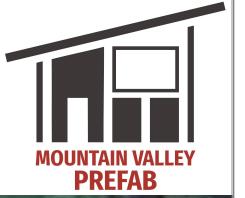
# VIRGINIAN LODGE - EMPLOYEE HOUSING PROPOSAL

750 WEST BROADWAY, JACKSON WY



# VIRGINIAN LODGE - EMPLOYEE HOUSING PROPOSAL

750 WEST BROADWAY, JACKSON WY



LOCATION VIEW

2

# VIRGINIAN LODGE - EMPLOYEE HOUSING PROPOSAL

750 WEST BROADWAY, JACKSON WY



BIRD'S EYE VIEW

3

# VIRGINIAN LODGE - EMPLOYEE HOUSING PROPOSAL

750 WEST BROADWAY, JACKSON WY



## EXTERIOR MATERIALS & COLORS

24 GAUGE,  
MECHANICALLY  
SEAMED, STANDING  
SEAM METAL  
ROOFING, "GUN  
METAL" COLOR.



LOW GLOSS BLACK  
METAL FASCIA.



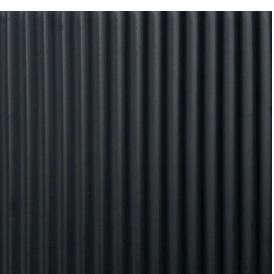
BLACK, ANDERSON  
100 SERIES  
WINDOWS



NATURAL STAINED  
CEDAR, 1X6 FINE  
LINE, NICKEL GAP,  
COLOR:  
DROPTINE.



26 GAUGE,  
CORRUGATED  
METAL, ULTRA LOW  
GLOSS BLACK /  
"GUN METAL"



NORTH ELEVATION

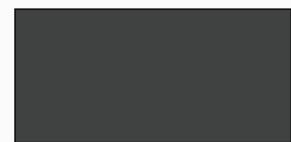
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# VIRGINIAN LODGE - EMPLOYEE HOUSING PROPOSAL

750 WEST BROADWAY, JACKSON WY



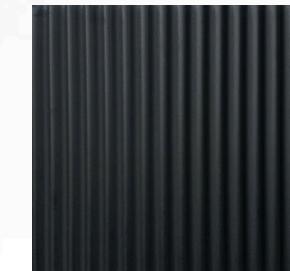
24 GAUGE,  
MECHANICALLY  
SEAMED, STANDING  
SEAM METAL  
ROOFING, "GUN  
METAL" COLOR.



LOW GLOSS BLACK  
METAL FASCIA.



NATURAL STAINED  
CEDAR, 1X6 FINE  
LINE, NICKEL GAP,  
COLOR:  
DROPTINE.



26 GAUGE,  
CORRUGATED  
METAL, ULTRA LOW  
GLOSS BLACK /  
"GUN METAL"



BLACK, ANDERSON  
100 SERIES  
WINDOWS



SOUTH ELEVATION

# VIRGINIAN LODGE - EMPLOYEE HOUSING PROPOSAL

750 WEST BROADWAY, JACKSON WY



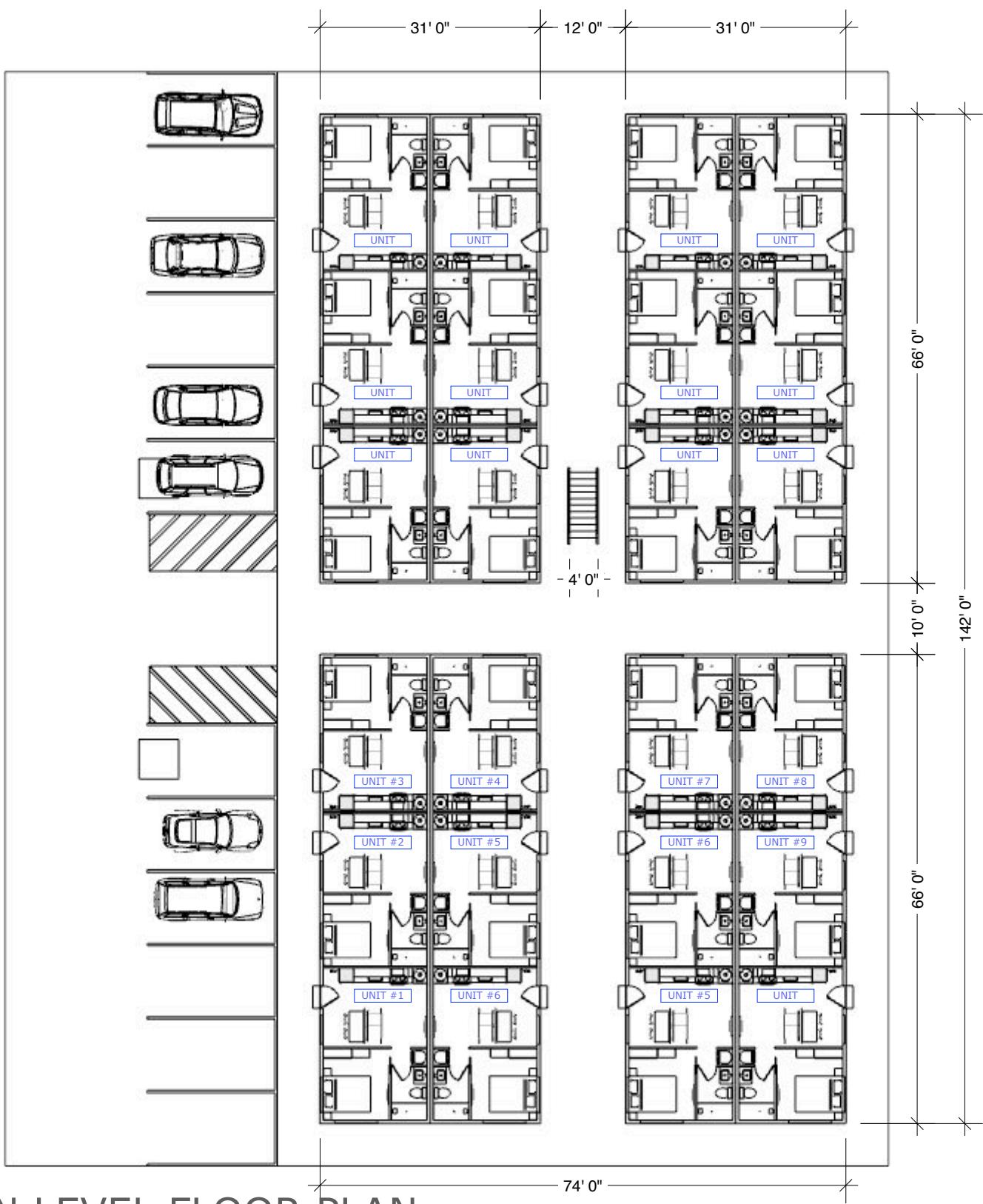
EAST ELEVATION



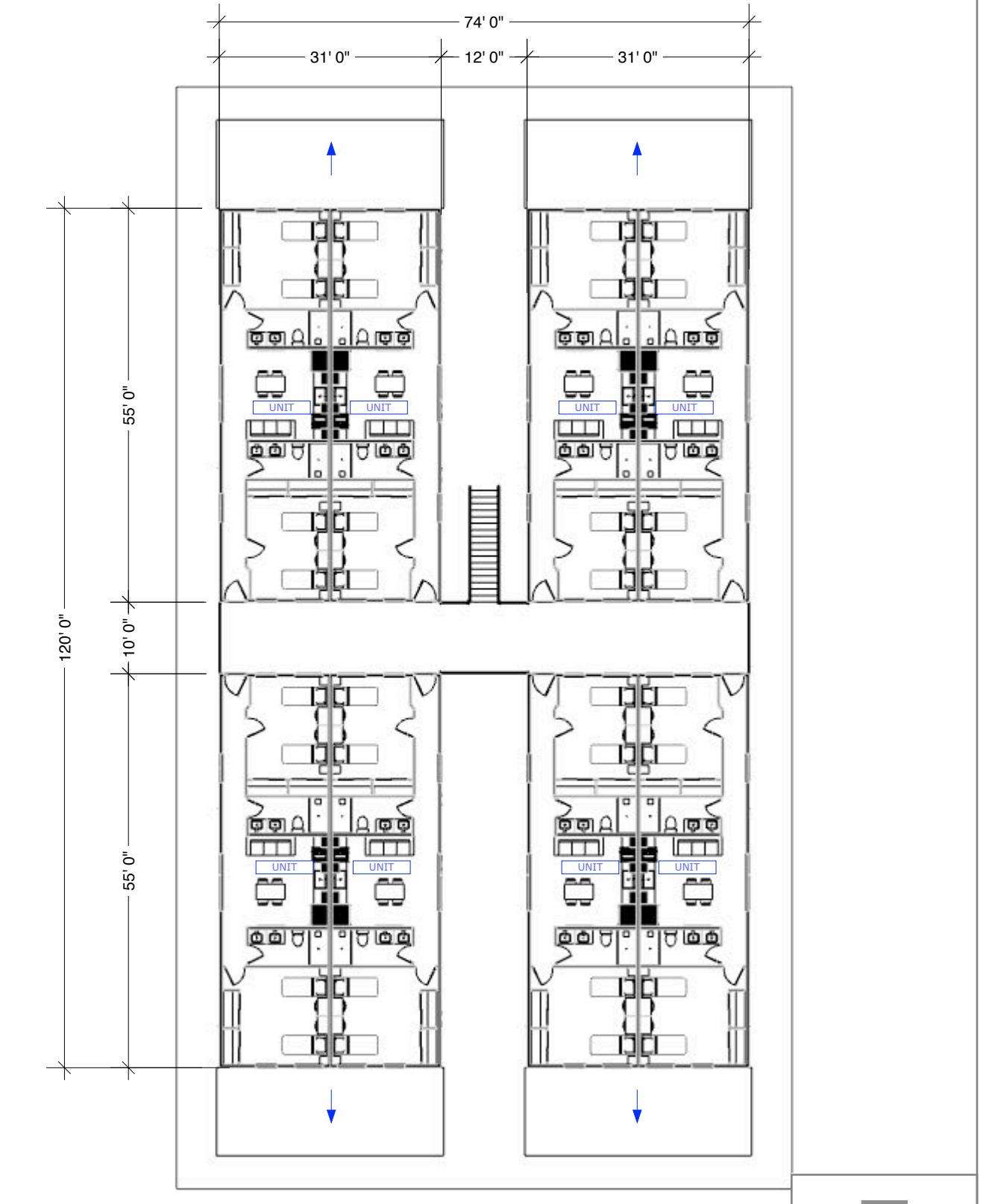
WEST ELEVATION

# VIRGINIAN LODGE - EMPLOYEE HOUSING PROPOSAL

750 WEST BROADWAY, JACKSON WY



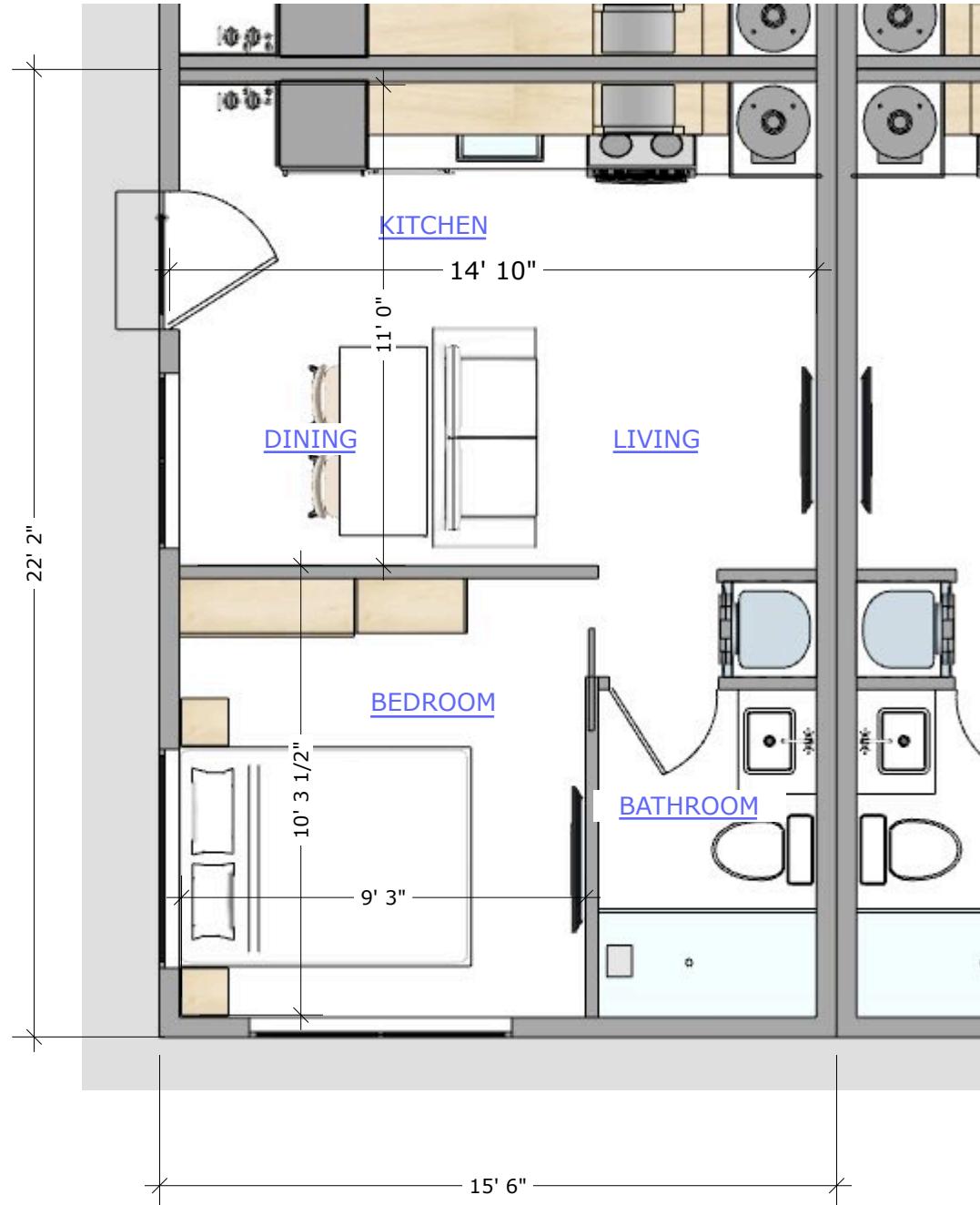
MAIN LEVEL FLOOR PLAN



UPPER LEVEL FLOOR PLAN

# VIRGINIAN LODGE - EMPLOYEE HOUSING PROPOSAL

750 WEST BROADWAY, JACKSON WY



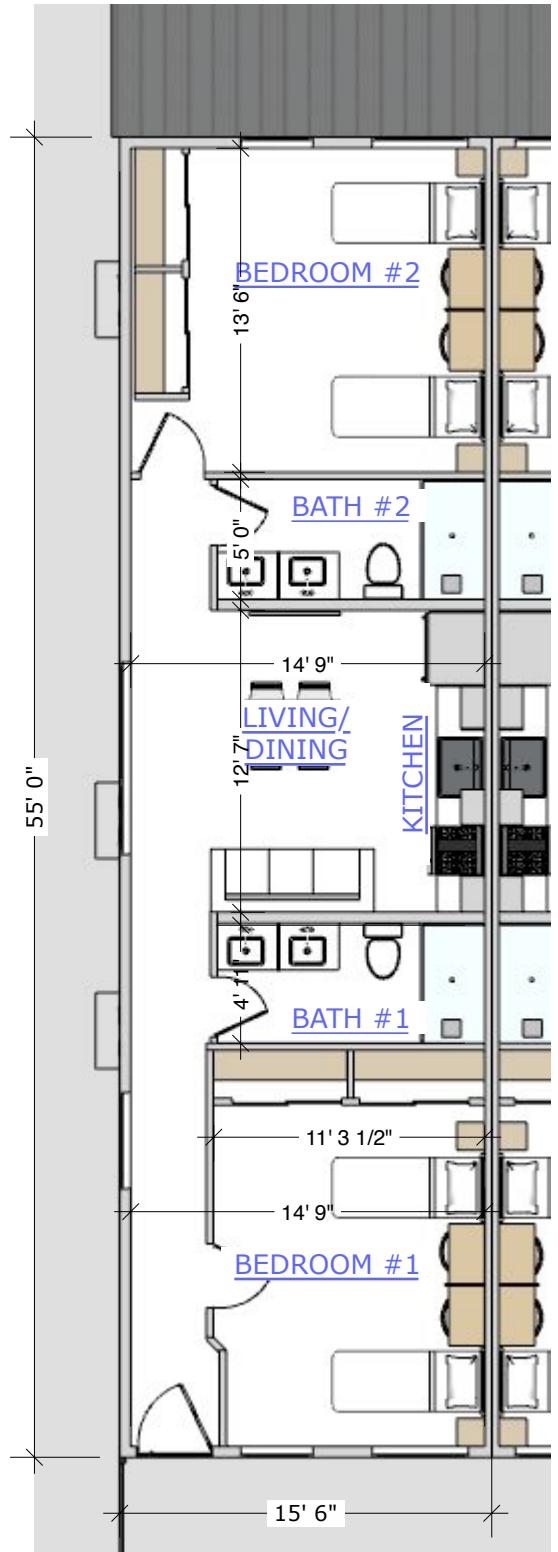
1 BEDROOM UNIT



1 BEDROOM UNIT - 3D VIEW

# VIRGINIAN LODGE - EMPLOYEE HOUSING PROPOSAL

750 WEST BROADWAY, JACKSON WY



2 BEDROOM UNIT



2 BEDROOM UNIT - 3D VIEW

# VIRGINIAN LODGE - EMPLOYEE HOUSING PROPOSAL

750 WEST BROADWAY, JACKSON WY



WEST PERSPECTIVE

10

# VIRGINIAN LODGE - EMPLOYEE HOUSING PROPOSAL

750 WEST BROADWAY, JACKSON WY



NORTH PERSPECTIVE

**Exhibit E - Sanitary Sewer Easement Agreement**

TOWN OF JACKSON  
SANITARY SEWER EASEMENT AGREEMENT

18 This Sanitary Sewer Easement Agreement ("Agreement") is made and entered into on this day of August, 2023 ("Effective Date) by and between JACKSON/TETON COUNTY HOUSING AUTHORITY, a duly constituted housing authority in the State of Wyoming pursuant to Wyoming Statute §15-10-116(b) ("Grantor"), and the VIRGINIAN LODGE LLC, a Wyoming limited liability company ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Street Address: 90 Virginian Lane, Jackson, Wyoming.

Legal Description: Lot 2 of the Virginian Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on August 16, 2004 as Plat No. 1129.

PIDN: 22-41-16-33-2-06-002 the ("Grantor's Property");

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Street Address: 750 W Broadway, Jackson, Wyoming.

Legal Description: Lot 1 of the Virginian Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on August 16, 2004 as Plat No. 1129.

PIDN: 22-41-16-33-2-06-001 the ("Grantee's Property");

WHEREAS, Grantor desires to grant and establish a perpetual non-exclusive 10 foot wide easement to and for the benefit of Grantee in, under, over, through, across and on that portion of the Grantor's Property described on Exhibit A and as shown on Exhibit B ("Easement Area"), which easement encumbers the area described on Exhibit A and depicted on Exhibit B, attached hereto and made a part hereof by this reference, according to the terms and conditions set forth herein;

WHEREAS, Grantee desires to use the Easement Area for purposes of accessing, operating, and maintaining, any new and existing portions of the sanitary sewer system (the "Sewer") serving Grantee's Property;

WHEREAS, Grantor and Grantee desire to establish a non-exclusive easement to and for the benefit of Grantee on the Easement Area, according to the terms and conditions set forth herein.

NOW, THEREFORE, that for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive permanent 10 (ten) foot wide easement in, on, over, under, across, and through the Easement Area for constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, and removing the Sewer, within the easement area. ("Easement Purpose"). The easement area is 5 (five) feet wide centered on the existing sewer pipe center line. Subject to the notice requirements of Section 4 herein, Grantee, its officers, employees, agents, representatives, contractors, subcontractors, licensees, successors, and assigns shall have the right and privilege to access the Easement Area for the Easement Purpose. Subject to the notice requirements of Section 4 herein, Grantee has the right of ingress and egress upon, over and across as much of Grantor's adjacent lands as may be reasonably necessary for the Easement Purpose.

2. Limitations on Grantee Use. Grantee shall exercise its rights granted above with due regard to the rights of others and their use thereof and shall not use the Easement Area in a way that would impair the rights of Grantor or others, including, without limitation, other utilities located in the Easement Area. Grantee shall have no right to place, construct or maintain any above-ground buildings, structures, or improvements of any kind, or any other new below ground utilities. Replacement of the existing sewer by the Grantee for the Grantees exclusive use must be in the same location as the existing sewer. "Above-ground" shall mean any buildings, structures, systems, or other improvements that are not level with, or below, the existing surface grade of the Easement Area.

3. Obstructions. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Area after the date of this Agreement (i) any buildings, structures, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Grantee's rights granted hereunder, without the prior written consent of Grantee, which consent shall not be unreasonably conditioned, withheld or delayed; (ii) any landscaping that impairs, interferes with, or obstructs the use of the Easement Area by Grantee without the prior written consent of Grantee, which consent shall not be unreasonably conditioned, withheld or delayed. Grantee acknowledges that fences, landscaping, concrete sidewalk, asphalt pavement and other improvements and utilities existing in the Easement Area as of the Effective Date do not interfere with the Grantee's rights hereunder and do not require the written consent of Grantee.

4. Notice of Maintenance Use of Easement. Grantee shall give Grantor at least fourteen (14) days' advance written notice of its intent to exercise its rights under this Agreement and shall use reasonable efforts to notify Grantor of its intent to exercise its right under this Agreement for emergency or unplanned repair, maintenance, and replacement where such prior notice is feasible. In exercising its rights hereunder, Grantee shall use its best efforts to minimize disturbance to the Grantor.

5. Restoration. Grantee agrees that the surface of the Easement Area and adjacent lands that are disturbed or impaired by Grantee's work, shall be restored within sixty (60) calendar days from completion of Grantee's work to an equivalent or better condition than it was found in immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors, however if any trees are disturbed, Grantee shall have up to 6 months from removal to restore such trees. Grantee agrees that any other subsurface improvements (such as cable providers' vault boxes) disturbed or impaired by Grantee's work shall be restored as promptly as possible from the date of such disturbance or impairment.

6. Indemnification. Grantee hereby agrees to indemnify Grantor and to hold Grantor harmless from and against, any injury to any party acting on behalf of Grantee during any use of the Easement Area, and any other type of claim, loss or damage (including attorney fees and all damage to property) to the extent arising from Grantee's exercise of its rights under this Agreement. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify or hold harmless Grantor for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of Grantor, its successors, assigns, employees, contractors or any other third party not acting at the direction of or on behalf of Grantee. Grantor will notify Grantee in writing within twenty (20) business days of Grantor receiving notice of any claims against Grantor arising from or related to Grantee's exercise of its rights under this Agreement from which Grantor is or will be seeking indemnification from Grantee. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Grantee in relation to such claims under Wyoming law.

7. Successors and Assigns. This Agreement shall constitute a covenant running with the land that binds and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.

8. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.

9. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

11. Governmental Immunity. Grantor does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement, provided, however, that

the express obligations of Grantor under this Agreement are deemed not subject to such sovereign or governmental immunity, pursuant to W.S. § 1-39-104(a), which provides “Any immunity in actions based on a contract entered into by a governmental entity is waived except to the extent provided by the contract if the contract was within the powers granted to the entity and was properly executed and except as provided in W.S. 1-39-121.”

12. No Assumption of Liability or Responsibility. All improvements or maintenance to the Easement Area necessary to ensure Grantee’s access will be the sole responsibility of the Grantee.

13. Authority. Grantor covenants that the consideration recited herein shall constitute full and final payment for the Easement and for all damages sustained by Grantors by reason of the installation of the structures referred to herein.

14. Abandonment or Sewer Line Replacement. In the event Grantee ceases or abandons use or operation of the Sewer located within the Easement Area for a period of one (1) year, or if the Grantor replaces the sewer line in accordance with the terms of Section 16 below, then the Grantee shall release Grantor and Grantor’s Property from all rights, duties, obligations, and encumbrances created by this Agreement, and Grantee, at its expense, shall remove all visual improvements that Grantee placed, installed or constructed on Grantor’s Property. In such event, Grantor and Grantee shall execute and record a vacation of easement in the Office of the Clerk of Teton County, Wyoming for purposes of vacating this Agreement. Grantee shall have no obligation to remove subsurface improvements unless the abandonment of such improvements creates a health hazard or dangerous condition to Grantor’s Property, or if the continued existence of such subsurface improvements interferes with other subsurface improvements. Grantee shall have no right to resume the use of the Easement Area or the Easement Purposes after one (1) year of non-use. Grantor’s failure to affirmatively request the release pursuant to this provision shall not be a defense to Grantee’s obligation to release the Easement.

15. Attorney’s Fees. In the event of a dispute between Grantor and Grantee, or their respective successors and assigns, that arises from or is related to the terms of this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable attorneys’ fees and costs from the non-prevailing party.

16. Relocation. At any time and from time to time, Grantor shall have the right, at its sole cost and expense, to relocate the then-existing Sewer improvements within the Easement Area to another location, provided that:

- a. any such relocation shall be performed only after Grantor provides Grantee thirty (30) days’ advance written notice of Grantor’s intention to undertake the relocation and the plans for such relocation work;
- b. Grantee shall have the right to review the plans for such relocation work (such review not to be unreasonably withheld, conditioned or delayed), which review shall be completed within thirty (30) days after Grantee’s receipt of Grantor’s request in the event Grantee fails to complete review within such 30-day period;

- c. any such relocation shall be completed in a good and workmanlike manner and shall be performed in accordance with all applicable governmental laws, regulations and requirements;
- d. any such relocation shall be conducted in a manner so as to minimize any interruption of Grantee's sewer uses (and in no event shall result in the discontinuation of Grantee's sewer longer than an hour)
- e. any replacement sewer line shall be sized as to accommodate existing flows from the Grantee's property;
- f. Grantee agrees that Grantor may replace the existing sewer beginning at manhole number 7081 on Grantees property; and
- g. Grantor and Grantee shall set forth future maintenance, repairs and access rights relating to any replacement sewer line by either (i) entering into a new easement agreement or (ii) jointly approving a Dedication Agreement.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date and year first above written.

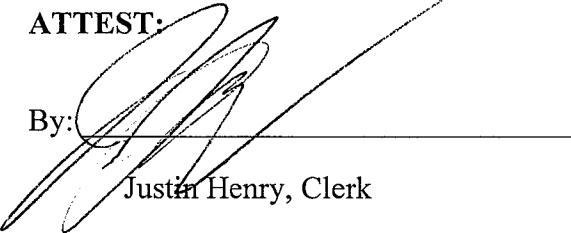
**GRANTOR:**

**JACKSON/TETON COUNTY HOUSING AUTHORITY**, a duly constituted housing authority in the State of Wyoming pursuant to Wyoming Statute §15-10-116(b)

By: 

Anne Kent Droppert, Chair

**ATTEST:**

By: 

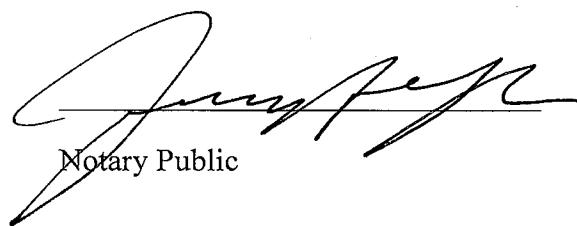
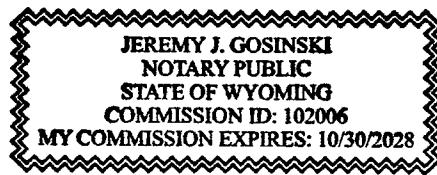
Justin Henry, Clerk

STATE OF WYOMING )  
                          ) ss  
COUNTY OF TETON     )

The foregoing SANITARY SEWER EASEMENT AGREEMENT ~~AS TO 'VIRGINIAN' NAME~~  
was acknowledged before me by Anne Kent Droppert, as Chair of the Jackson/Teton County  
Housing Authority, and Justin Henry, as the Clerk of the Jackson/Teton County Housing  
Authority, this 1<sup>st</sup> day of August, 2023.

WITNESS my hand and official seal.

(Seal)



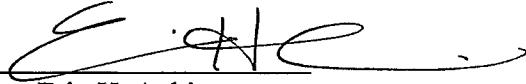
Notary Public

My commission expires:

[Signatures Continue On Following Page]

**GRANTEE:**

**VIRGINIAN LODGE LLC,**  
a Wyoming limited liability company

By: 

Name: Erin H. Ankin

Its: Authorized Signatory

STATE OF Illinois )  
COUNTY OF Cook ) ss

The foregoing Sanitary Sewer Easement Agreement was acknowledged before me by Erin H. Ankin, authorized signatory of Virginian Lodge LLC, a Wyoming limited liability company this 24 day of July, 2023.

WITNESS my hand and official seal.

(Seal)



  
Kristy C. Edgar  
Notary Public

My commission expires: 2/17/2025

## EXHIBIT A

### LEGAL DESCRIPTION

A 10-foot-wide strip of land being located within Lot 2 of the Virginian Addition to the Town of Jackson, Plat No. 1129, as recorded in the Office the Clerk of Teton County and located within the SW1/4 NW1/4 & NW1/4 SW1/4, Section 33, Township 41 North, Range 116 West, 6th P.M. Town of Jackson, Teton County, Wyoming, said strip being 10 feet in width, being 5 feet each side of the following described centerline:

Beginning at a point on the southerly line of Said Lot 2, being S83°21'52"W, a distance of 29.43 feet from the southeast corner of Said Lot 2;

Thence N01°26'45"W, a distance of 397.12 feet;

Thence N29°30'10"W, a distance of 68.46 feet to the northerly line of Said Lot 2 and the end of this description.

The sidelines of said strip to be extended or shortened to terminate on said property lines.

Said Strip contains 0.107 acres, more or less, and is subject to any other easements, rights-of-way, reservations or restrictions of sight and/or of record.

The Basis of Bearing being S00°44'46"W, along the easterly line of Said Lot 2.

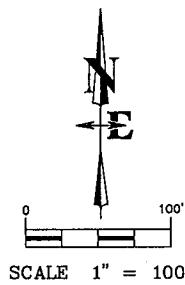
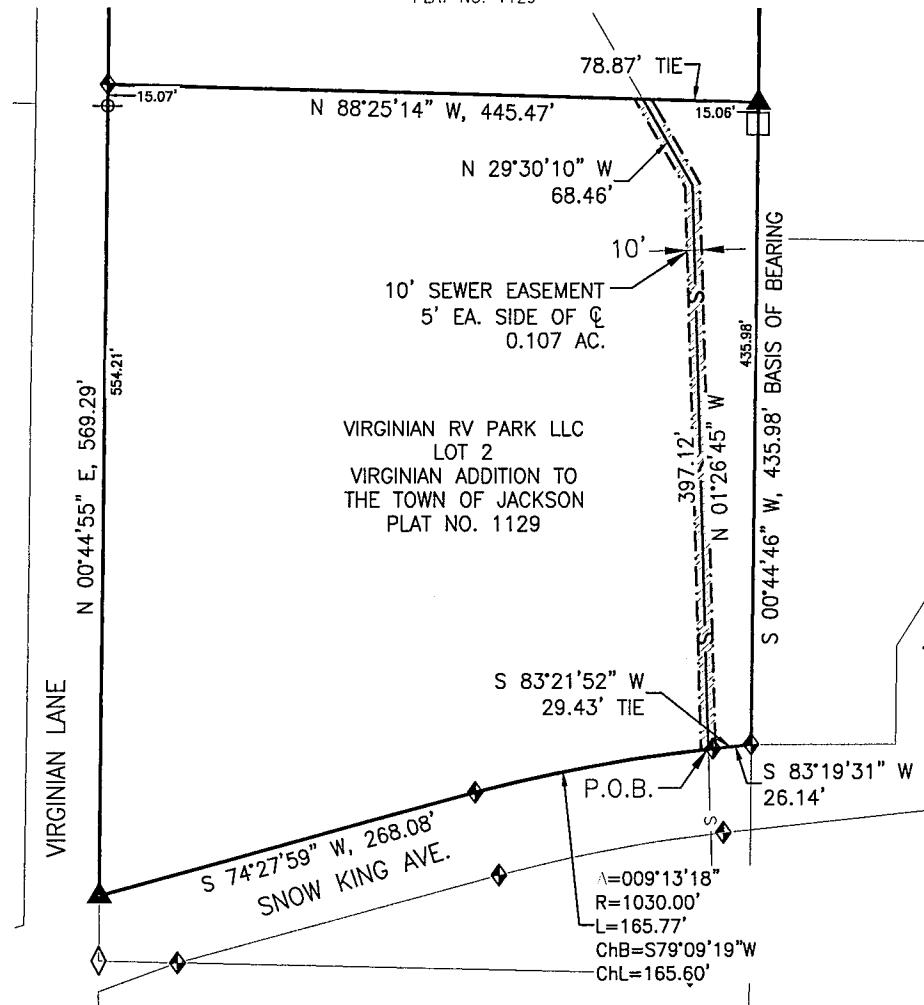
All as shown on Exhibit B attached hereto and by this reference made a part hereof.

Lucas D. Rudolph  
Wyoming PLS 15442  
Nelson Engineering  
Project 20-102-05

July 27, 2023

## EXHIBIT B

VIRGINIAN LODGE LLC  
LOT 1  
VIRGINIAN ADDITION TO THE TOWN  
OF JACKSON  
PLAT NO. 1129



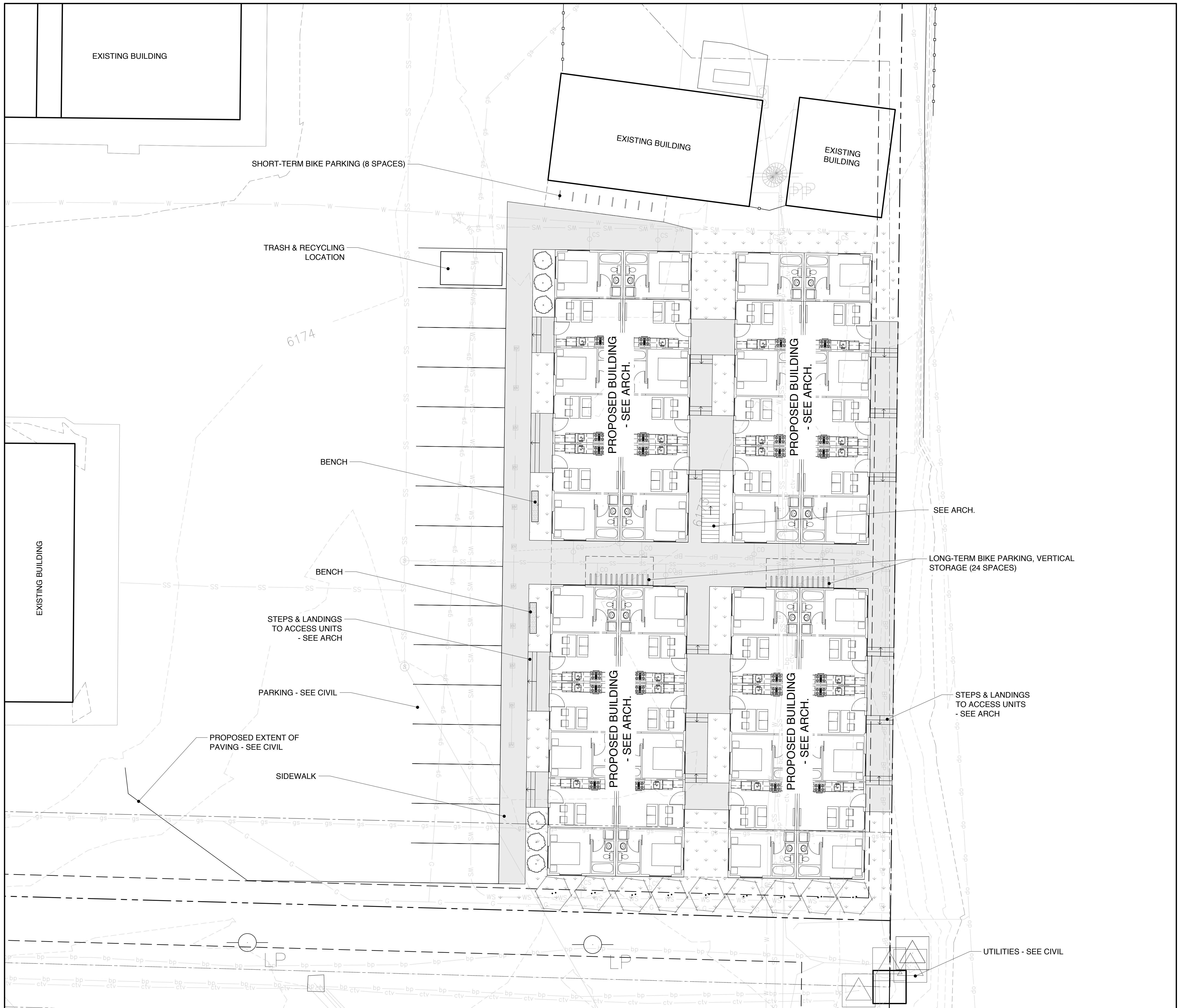
LOCATED WITHIN  
LOT 2 OF VIRGINIAN ADD., PLAT NO. 1129  
THE SW1/4 NW1/4, NW1/4 SW1/4,  
SECTION 33, T41N, R116W, 6th P.M.  
TOWN OF JACKSON  
TETON COUNTY, WYOMING

DRAWING NO	DRAWING TITLE			DATE
1	VIRGINIAN RV PARK LLC SEWER EASEMENT	<b>NELSON ENGINEERING</b> P.O. BOX 1599, JACKSON WYOMING (307) 733-2087		7/27/2023
JOB NO			ENGINEERED	
20-102-05			DRAWN	SK
			CHECKED	LR
			APPROVED	LR

**Exhibit F - Landscape Plan**

# VIRGINIAN WORKFORCE HOUSING

## 750 W BROADWAY AVENUE, JACKSON, WY



## LEGEND

- Property Boundary
- Easement
- Setbacks

## GENERAL NOTES

**Landscaping & Irrigation:** All landscaping will comply with Town of Jackson LDR's. See below for Plant Unit Calculation. All plant material shall be irrigated by a pressurized subsurface irrigation system with automatic controller. Irrigation system to be design build in field by Landscape Contractor. All trees and shrubs to be drip irrigated. All native sod areas to be spray irrigated by pop-up heads. Heads shall be located as to not spray onto building, driveway, roadway, or adjacent properties.

**Grading, drainage, utilities, parking design, and snow storage:** See Civil.

**Bike Parking Spaces Requirement:**

Total Bike Parking Spaces Required:	30
Total Long-term Spaces Required:	23 (75%)
Total Short-term Spaces Required:	8 (25%)

**Total Bike Parking Spaces Provided:** 32  
**Total Long-term Spaces Provided:** 24  
**Total Short-term Spaces Provided:** 8 (25%)

**Plant Unit Calculation:** (per Town of Jackson LDR 5.5.3.E)

**Plant Units Required:** 1.5

**Plant Unit Alternative A:**

(1) 3' cal Canopy tree	x 1.5 = (2) 3' cal canopy trees
(6) 6'-8' Ht Shrubs or Multi-stem tree	x 1.5 = (9) 6'-8' Ht Shrubs or multi-stem tree
(4) 5 gal. shrub	x 1.5 = (6) 5 gal. shrub

**Proposed Planting Based on Alternative A:**

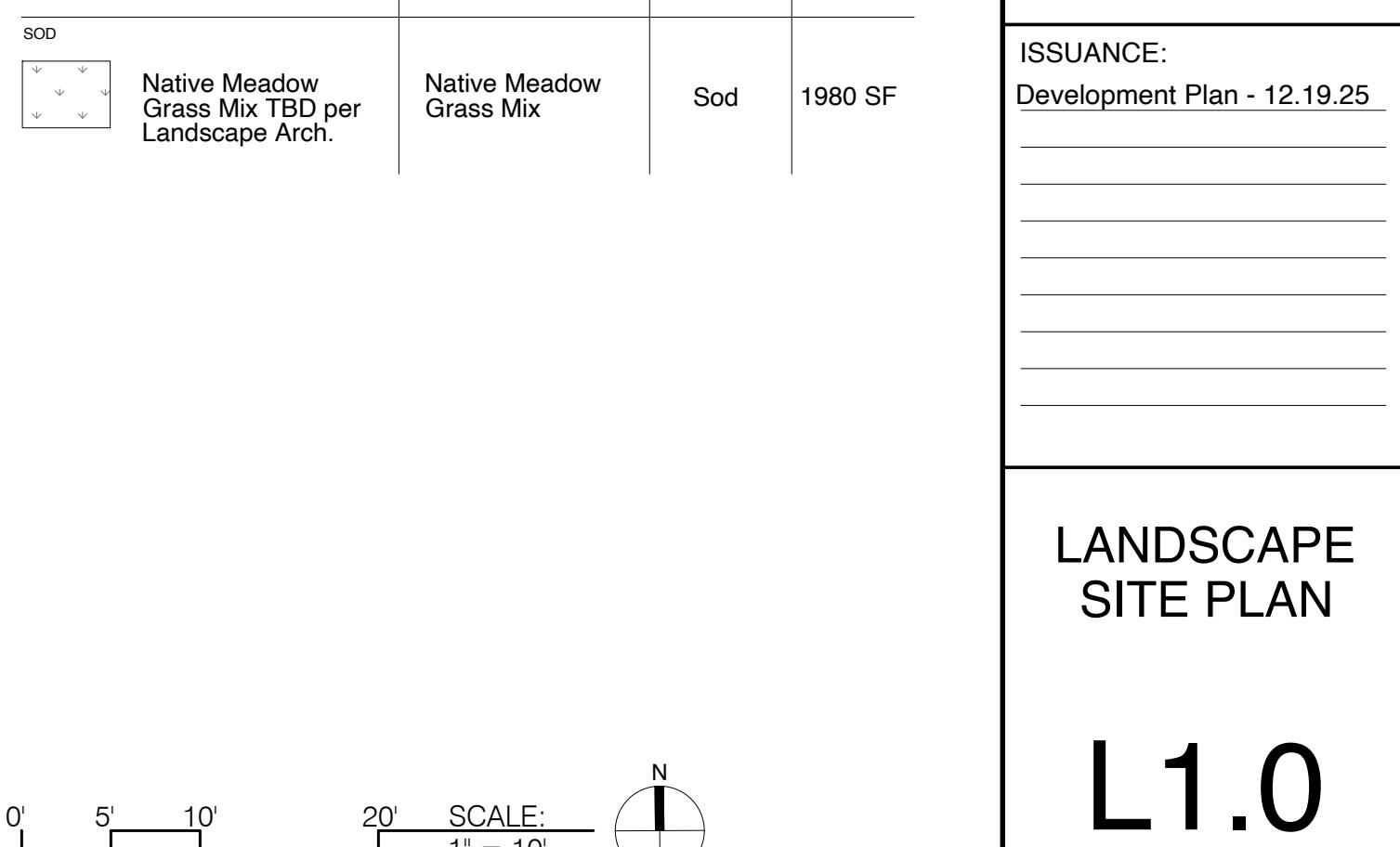
- (2) benches (substituted for 2 canopy trees due to site constraints)
- (9) 6' ht shrubs (see plant schedule)
- (6) 5 gal. shrubs (see plant schedule)

## PLANTING NOTES

- Obtain approval of finish grading from landscape architect prior to installing any plant material. The finish grades of planting areas and lawns shall be 2 inches below adjacent edging or paving. (Confirm mulch depth and whether lawns are to be seed or sod).
- Confirm all plant counts and square footages; quantities shown are provided as owner material only. If quantities indicated in the plant list differ from symbols shown on the plans, then the plans shall govern the plant count.
- The landscape architect shall review all plant materials at the source or nursery if w/in 50 miles of Jackson, WY - or by photographs - prior to digging trees or shipping plant materials. The landscape architect reserves the right to reject any unacceptable plant material either at the source or when delivered to the project site.
- Carefully align and space plant materials as indicated in these notes, drawings and details.
- The final location of plant materials is to be approved by the landscape architect on site prior to installation. The contractor is responsible for staking or marking the location of all plant materials on site for review by the landscape architect. The landscape architect reserves the right to adjust the exact locations of plants on site.
- All plants shall be planted at the same level with relation to finish grade as they were grown in the field or nursery.
- The irrigation system shall be operational prior to plant installation, or temporary irrigation measures shall be provided in the interim. The method of temporary irrigation shall be approved by the landscape architect prior to installing any plant material.
- Do not perform any pruning of existing or newly planted trees or shrubs without the direction and approval of the landscape architect.
- Provide and install specified edging as divider between planting beds and lawn areas.
- Provide burlap wrap or other approved trunk protection for all new trees.
- For ball & burlap trees, remove burlap from top 1/3 of rootball once trees are fully planted, unless directed otherwise by nursery.
- All installed trees shall be staked. The landscape architect shall review and reserves the right to reject the method and/or installation of tree staking and guying systems prior to acceptance.
- All disturbed areas to be reclaimed w/ approved native grass sod. Install 16-16-8 fertilizer at the rate of 15 lbs. per 1,000 s.f. and till into top four inches of soil.
- During construction & prior to final acceptance, contractor shall observe the project site for the growth of noxious weeds. The growth of noxious weeds shall be reported to the Teton County Weed and Pest District Office. Contractor and owner shall implement a weed control program to control noxious weeds.

## PLANT SCHEDULE

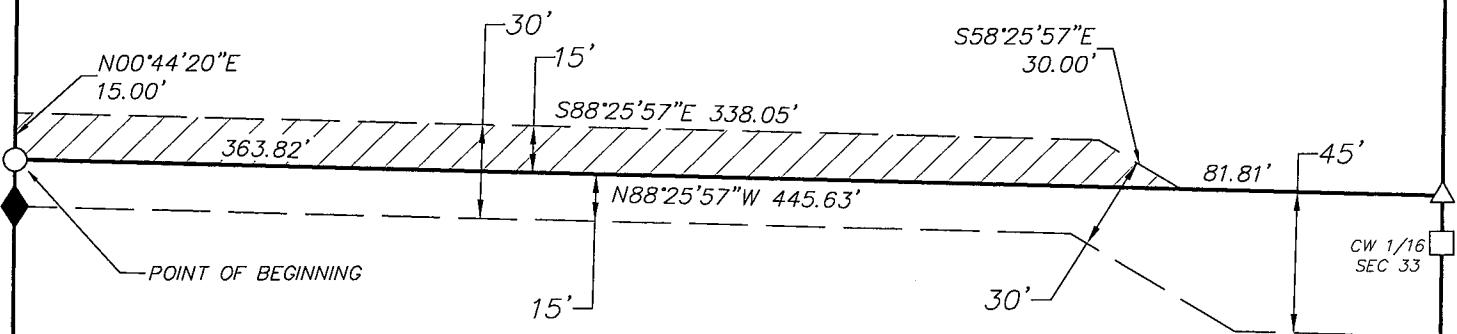
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
SHRUB	Native Shrub TBD	Native Shrub TBD	5 gal.	6
SHRUB	Native Shrub TBD	Native Shrub TBD	6' Ht	9
SOD	Native Meadow Grass Mix TBD per Landscape Arch.	Native Meadow Grass Mix	Sod	1980 SF



L1.0

**Exhibit G – Existing Pathway Easement**

*LOT 1*  
*VIRGINIAN ADDITION*  
*TO THE TOWN OF JACKSON*  
*PLAT NO.1129*



*LOT 2*  
*VIRGINIAN ADDITION*  
*TO THE TOWN OF JACKSON*  
*PLAT NO.1129*

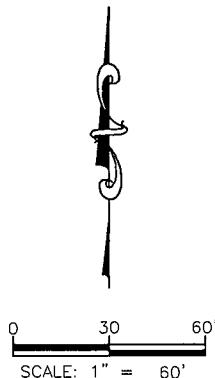
*LEGEND*

- iron pipe with brass cap inscribed "BUR OF LAND MANAGEMENT" with other appropriate markings
- reinforcing steel bar with aluminum cap, inscription illegible
- T-stake with chromed cap inscribed "RLS 164"
- reinforcing steel bar with aluminum cap inscribed "PLS 15442"

— boundary, subject properties

— boundary, pathway easement

/ / / / / / / easement area



SCALE: 1" = 60'

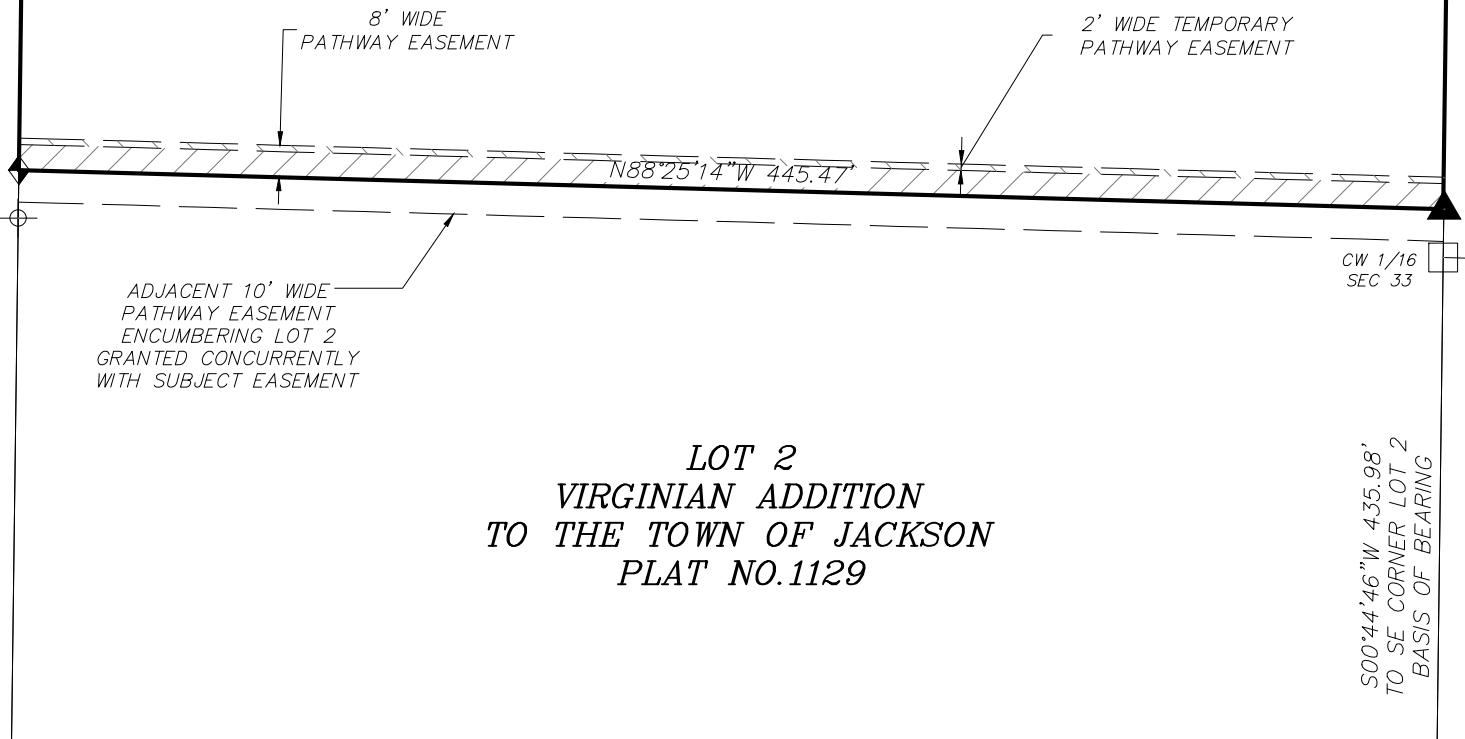
*EXHIBIT B*  
*Map of*  
*Pathway Easement*  
*over Lot 1*  
*Virginian Addition*  
*LOCATED WITHIN*  
*SW1/4NW1/4 of Section 33*  
*T.41N., R.116W., 6th P.M.*  
*Teton County, Wyoming*



**JORGENSEN**  
 JACKSON, WYOMING 307.733.5150  
[www.jorgeng.com](http://www.jorgeng.com)

**Exhibit H - Proposed Pathway Easement**

*LOT 1*  
*VIRGINIAN ADDITION*  
*TO THE TOWN OF JACKSON*  
*PLAT NO.1129*



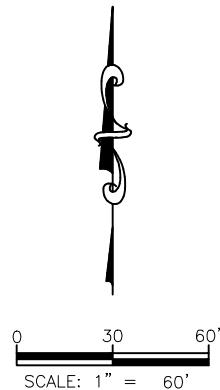
*LOT 2*  
*VIRGINIAN ADDITION*  
*TO THE TOWN OF JACKSON*  
*PLAT NO.1129*

S00°44'46"W 435.98'  
 TO SE CORNER LOT 2  
 BASIS OF BEARING

*LEGEND*

- ◆ reinforcing steel bar with aluminum cap inscribed "PLS 3889"
- T-stake with metal cap inscribed "RLS 164"
- reinforcing steel bar with brass cap
- ▲ reinforcing steel bar with cap inscribed "PLS 15442"
- sectional subdivision line
- boundary, subject property
- boundary, adjoining property
- boundary, easement, as noted
- / / / / / / / / / / easement area
- bearing & distance or curve geometry

N25°25'25"E 100.00'



*EXHIBIT C*  
*Map of*  
*Pathway Easement*  
*over Lot 1*  
*Virginian Addition*

LOCATED WITHIN  
 SW1/4NW1/4 of Section 33  
 T.41N., R.116W., 6th P.M.  
 Teton County, Wyoming