APPLICATION NOTEBOOK
PEARL AND WILLOW PLANNED MIXED USE DEVELOPMENT

MASTER PLAN AMENDMENTS Related To
And
FINAL DEVELOPMENT PLAN For
CONSOLIDATED PHASES 2 & 3
Located on
Lot 3 Pearl and Willow Amended Addition To the Town of Jackson, Plat 1106
155E Pearl Avenue Jackson, Wyoming 83001

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Prepared January 21, 2015; Revised February 5, 2015

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   Record Owner Guarantee – issued by First American Title Insurance Company; Guarantee Number 4559-2237644; dated March 24, 2014
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APPLICATION NOTEBOOK
PEARL AND WILLOW PLANNED MIXED USE DEVELOPMENT
MASTER PLAN AMENDMENTS &
FINAL DEVELOPMENT PLAN FOR CONSOLIDATED PHASES 2 & 3

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NOTE: Large format drawing sets submitted separately.

H:\2013\13070\00\14 FDP\APPLICATION BASE\FDP\A Table Of Contents FDP Pearl And Willow PMD 13070.00.14.docx

JORGENSEN ASSOCIATES, PC
Engineering • Land Surveying • Planning

February 5, 2015

Mr. Paul Anthony
Town of Jackson Principal Planner
HAND DELIVERED

RE: PEARL AND WILLOW PLANNED MIXED USE DEVELOPMENT
Master Plan Amendments Related to
And
Final Development Plan For
Consolidated Phases 2 & 3
SUFFICIENCY SUBMITTAL

Dear Paul,

Attached for Sufficiency and Design Review Committee review, please find twelve (12) copies of the submittal for the above-referenced project, which consists of the following:

APPLICATION NOTEBOOKS
Containing applications for the above-referenced Master Plan Amendments and Final Development Plan with required supporting materials and drawing sets as outlined in the Table of Contents of the Notebook.

DRAWING SETS - one (1) large format copy of each of the following (of which one 11" X 17" copy is included in each Application Notebook):

- Architecture Plans by Carney Logan Burke
- Engineering Drawings by Jorgensen Associates, P.C.

Also attached are the following:

- **DISC** containing an electronic copy of the Application Notebook and the drawing sets
- **APPLICATION FEES**
  Willow Street Partners check number 2254 in the amount of $4,000 for the following:
  - $1,500 Master Plan Amendment Application Fee
  - $2,500 Final Development Plan Application Fee

Don't hesitate to call me with any questions or should you need additional copies or information. Thank you for your assistance.

Best Regards,
JORGENSEN ASSOCIATES, P.C.

Francesca

Francesca Paolucci-Rice
Enclosures
cc: Willow Street Partners LLC, Carney Logan Burke Architects, P.C

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P.O. Box 9550 - 1315 Hwy 89 South, Suite 203 - Jackson, WY 83002 - Phone: 307.733.5150 - Fax: 307.733.5187
E-mail: ja@jorgensenassociates.com

PLANNING PERMIT APPLICATION

Planning & Building Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

For Office Use Only

Fees Paid_____

Check # _____ Credit Card_____ Cash_____

Application #s _____ _____ _____

PROJECT.

Name/Description: Pearl And Willow Planned Mixed Use Development

Physical Address: 155 East Pearl Avenue

Lot, Subdivision: Lot 3 Pearl and Willow Amended Addition, Plat 1106 & 199 East Pearl Addition, Plat 1107 PIDN: 22-41-16-34-2-75-001,

22-41-16-34-2-76-CND & 22-41-16-34-2-76-001 thru 013

OWNER. 1.Dave Larson 307-733-3923

Name: Willow Street Partners LLC Phone: 2. Phelps Swift 307-739-8303

Mailing Address: P.O. Box 4099 Jackson, WY ZIP: 83001

E-mail: 1. Dave Larson - dkl@mlslawyers.com

2.Phelps Swift-phelpsswift@gmail.com

APPLICANT/AGENT. Applicant is same as owner

Name: AGENT: Jorgensen Associates, P.C. attn. Francesca Paolucci-Rice Phone: 307-733-5150

Mailing Address: P.O. Box 9550 Jackson, WY ZIP: 83002

E-mail: fpr@jorgensenassociates.com

DESIGNATED PRIMARY CONTACT.

_____Owner X Agent Applicant/Agent

TYPE OF APPLICATION. *Please check all that apply; see Fee Schedule for applicable fees.*

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

Development Option/Subdivision

_____Development Option Plan

_____Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

X PMD Master Plan Amendment

Amendments to the LDRs

_____LDR Text Amendment

_____Zoning Map Amendment

_____Planned Unit Development

PRE-SUBMITTAL STEPS. *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department.* ***If this application is amending a previous approval, indicate the original permit number.***

Pre-application Conference #: P014-039 Environmental Analysis #: _____

Original Permit #: _____ Date of Neighborhood Meeting: _____

Previous Planning Case: P11-056

SUBMITTAL REQUIREMENTS. *Twelve (12) hard copies and one (1) digital copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department.. 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.*

Have you attached the following?

X **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.

N/A **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.

X **Response to Submittal Checklist.** All applications require response to applicable review standards. These standards are outlined on the Submittal Checklists for each application type. If a pre-application conference is held, the Submittal Checklists will be provided at the conference. If no pre-application conference is required, please see the Administrative Manual for the applicable Checklists. The checklist is intended as a reference to assist you in submitting a sufficient application; submitting a copy of the checklist itself is not required.

FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

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.

Willow Street Partners, LLC By: David K. Larson — 1/22/15

Signature of Owner or Authorized Applicant/Agent — Date

David K Larson — V. Pres

Name Printed — Title

SECTION 2B
ATTACHMENT TO APPLICATION FOR MASTER PLAN AMENDMENTS
Explanation of Proposed
Pearl And Willow Planned Mixed Use Development
Master Plan Amendments
Prepared January 21, 2015; Revised February 3, 2015

The following amendments are requested to the Master Plan for the Pearl and Willow Planned Mixed Use Development, hereinafter referred to as the Master Plan, as approved in 2001 and previously amended in 2012:

1. **Amendment to Dimensional Limitation Plan of the Master Plan to:**

   a. I**ncrease the maximum FAR from 1.58 to 1.83 with the same qualifier as in the original Master Plan that the FAR of 1.83 applies to above-ground development, but excepts any square footage dedicated to employee and affordable housing.**

   The justifications for this amendment are:

   The 1.58 FAR indicated in the Master Plan Dimensional Limitation Plan as proposed was determined based on concept level site and architecture plans, which as would be expected have evolved since the time of the Master Plan approval. As indicated in calculations found in Section 5D of this Application Notebook, at build out under the proposal set forth in a contemporaneous Final Development Plan Application for Consolidated Phases 2 & 3, the project FAR would be 1.73. However, to avoid the need for future Master Plan Amendments should that proposal be revised, this amendment would allow a maximum FAR of 1.83, which was the base standard established by the PMD regulations in effect at the time of the Master Plan approval for sites in the UC District, in which this project is located.

   Note that under bonus standards established by the mentioned PMD regulations, for which this PMD qualifies (see Section 6B of this Application Notebook), an FAR of 2.0 could be allowed.

   See attached **Exhibit A** for a copy of the Dimensional Limitation Plan included in the original Master Plan.

   b. **Increase the maximum building height proposed for "Building C" from 42' to 46'**.

   See attached **Exhibit A** for a copy of the Dimensional Limitation Plan included in the original Master Plan; and attached **Exhibit B** showing the Master Plan concept locations of Buildings A, B and C.

The request is for the following lines of the Dimensional Limitation Table to be amended as written below:

	EXISTING PERMITTED	ALLOWED/REQUIRED BY PMD (W/BONUS)	PROPOSED
Building Height	35’	46’	42’, 46’**

** Building A: maximum height 42’, Building B maximum height 46’, Building C (i.e. that portion of consolidated Buildings B and C that fronts Pearl Avenue): maximum height of 46’, provided that the fourth floor facing Pearl Avenue steps back from the building footprint to reduce the perceived mass of the building from the pedestrian realm as measured from the boundary of the adjacent property on the south side of Pearl Avenue.

The justifications for this amendment are:

- the project meets the standards to qualify for the PMD bonus standard established by the PMD regulations in effect at the time of the Master Plan approval that allows for a maximum height of 46’; the bonus standard may be applied because the project will provide parking to satisfy more than the majority of the parking requirement (see parking requirement calculation in Section 8 of this Application Notebook) and the residential component of the development is 50% or more of the total square footage (see full explanation of justification for bonus standard and calculations in Section 6B of this Application Notebook).
- the maximum height of 46’ is accord with design standards being considered for adoption in the Downtown Core, in which this project would be included.
- the building massing step back is in accord with Town of Jackson Design Guidelines.
- the additional 4’ of height allows for the development of the total square footage approved for the project under the Master Plan, some of which would be lost without the additional requested height as a result of designing the building to step back in accord with current design standards.

c. Reduce the Minimum West Side Setback Requirement from 5’ to 4’.

See attached **Exhibit A** for a copy of the Dimensional Limitation Plan included in the original Master Plan

The justifications for this amendment are:

The PMD regulations under which the Master Plan was approved stated that side and rear setbacks in PMD developments should be generally compatible with those allowed within the immediate neighborhood but need not mirror those allowed on adjacent properties.

Side setbacks in the UC District, in which this project is located, under the Town Land Development Regulations in effect at the time of the Master Plan Approval and under the current Town Land Development Regulations (for other than single-family residential use) are 0'. The requested reduction of the Minimum West Side Setback Requirement from 5' to 4' is therefore compatible with comparable setbacks in this project's immediate neighborhood. Further, the 5' minimum requirement indicated in the Dimensional Limitation Plan of the original Master Plan could reflect an error. The applicant intended that the west side minimum setback be consistent with easements created by the deed in the Teton County records Book 90 of Photo, pages 6-7 to the adjoining property to the west. The deed established a 4' wide easement on the Pearl and Willow PMD property to allow for activities necessary for construction on the adjoining property to the west, and a reciprocal easement of 3.98' on the property to the west benefitting the PMD property.

2. Revise the method of calculation of the number of required vehicle parking spaces required for the overall Planned Mixed Residential Development:

The purpose of this amendment, as previously discussed with Town Of Jackson Planning Staff, is to modify the method by which the number of parking spaces is calculated so that it is in accord with current parking requirements rather than with parking requirements under the Land Development Regulations in effect in 2001.

It is requested that based on parking requirements proposed for adoption by the Town of Jackson in 2015 the following requirements for parking spaces be applied to this development:

Land Use	Required Parking Spaces
Office	3.3 / 1,000 s.f.
Retail	4.5 / 1,000 s.f.
Service	3 / 1,000 s.f.
Restaurant /Bar	1 / 55 s.f. of dining area + 1 / 30 s.f. bar area
Residential – Market	1 / D.U.
Affordable Housing	1 / D.U.
Employee Housing	1 / D.U.

Consideration of shared parking shall be an option, and shall be in accord with the current Shared Parking Standards as stated in Section 6.2.2.B. Shared Parking of the 2015-01-01. See attached **Exhibit C** for those standards.

A parking credit of 31 spaces shall be allowed based on the prior commercial uses of the property as determined in Figure PL-IV of the original PMD Master Plan; a copy of that document is attached hereto as **Exhibit D**.

A parking credit shall be applied based on any fee-in-lieu payment allowed and provided.

See Section 8 of this Application Notebook for the parking requirement that would be generated by this amendment, and the number of parking spaces that were built for Phase 1 and are to be developed for Consolidated Phases 2 & 3.

Also attached hereto for reference are: **Exhibit E -** the parking standards used in the calculation of required parking spaces in the original Master Plan, **Exhibit F -** the parking generation calculations, Exhibit PL-I from the original Master Plan and **Exhibit G -** the parking reduction, credit, and purchase calculation, Exhibit PL-II, from the original Master Plan.

SATISFACTION OF AMENDMENT REQUIREMENTS:

- Town of Jackson Land Development Regulations Section 8.2.14.D. states that an amendment to an existing Planned Mixed Use Development shall comply with the standards for amendment of a PMD in place on the date of the original PMD approval.
- The now repealed PMD regulation, Section 2325C.2.d., in place on the date of the original PMD approval states that:

  Any landowner within a PMD Master Plan site may apply for amendment to the PMD Master Plan only with the written consent of all governing associations within the development. The amendment shall be reviewed and acted upon pursuant to the procedure set forth in this section for review and action on a PMD Master Plan. The amendment shall be subject to all applicable standards of this Section that are in effect at the time of review of the amendment.
  - The written consent of the only governing association within the development, 199 East Pearl Condominium Owners Association, a nonprofit mutual benefit corporation accompanies the Master Plan Amendment Application.
  - The review procedures set forth for PMDs requires that an amendment be processed as a Sketch Plan Application and that upon approval the amendment shall be recorded in the land records of Teton County in the form of an affidavit or agreement. This procedure will be followed.
  - The standards of the PMD Regulations are no longer in effect; however, the amendments being applied for are:
    1. consistent with the goals and objectives of the Town of Jackson Comprehensive Plan (see Section 6C of this Application Notebook for further explanation);
    2. consistent, as stated above, with base or bonus standards established by the PMD Regulations, or in the case of parking requirements in accord with current town standards per prior discussions with Town Planning Staff.
    3. consistent with the additional standards for building heights defined under the PMD regulation, which are:
       a. the proposed building height is in scale with what will be allowable heights in the surrounding neighborhood;
       b. the proposed building height is appropriate to the terrain of the project site and the type of development proposed;
       c. the proposed building height is compatible with the character of the immediate vicinity of the land proposed for development;

d. the design, development and bulk and scale of the proposed structures mitigate the adverse effects, including visual impact of the proposed use on adjacent lands; the use of a sidewalk canopy and the step back design of the Pearl Street building frontage in accord with Town of Jackson design standards mitigates the visual impacts of the bulk and scale of the increased height of the building; and

4. consistent with the PMD regulation section that addressed parking, which did not include specific requirements, but required only that parking be sufficient to accommodate the plan's projected demand and to encourage non-motorized transportation. Scenarios that share parking between compatible uses were encouraged. This amendment seeks to adopt standards that are currently considered appropriate in an urban environment.

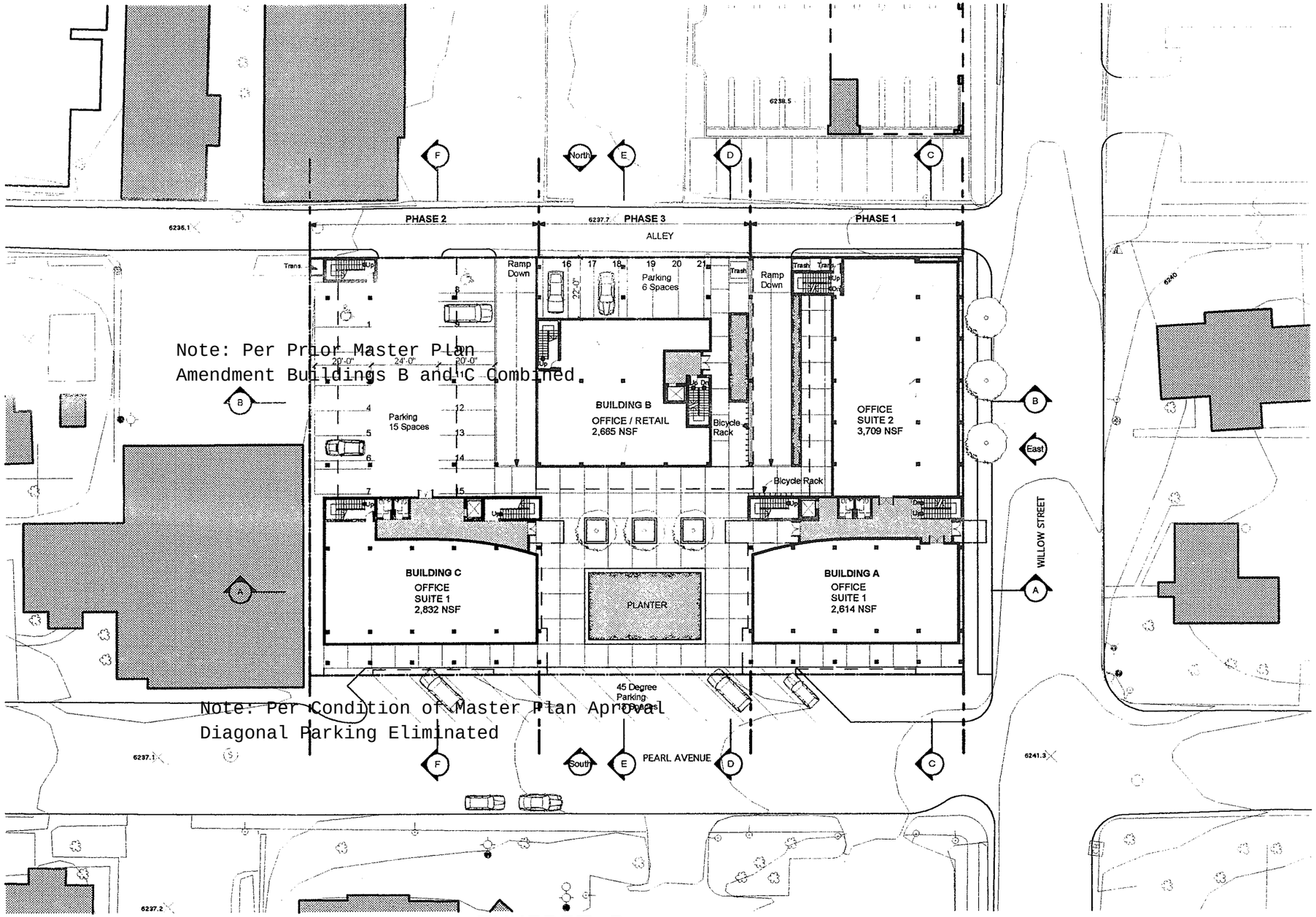
H:\2013\13070\00\14 FDP\APPLICATION BASE\FDP\Sec 2B Attachment to Master Plan Amendments - Amendment Explanation 13070.00.14.docx

DIMENSIONAL LIMITATION PLAN
PEARL & WILLOW PMD

		EXISTING PERMITTED (UC)	ALLOWED/REQUIRED BY PMD (w/BONUS)	PROPOSED
Floor Area Ratio		1.30	2.00	1.58*
L'scape Surface Ratio		0.10	0.00	0.056
Building Height		35'	46'	42', 46' **
Setbacks Rear	(North)	22' ***	0'	0' ****
Front	(South)	0'	0'	0'
Side (street)	(East)	0'	0'	0'
Side	(West)	0'	0'	5'
Maximum Building Size (sf)		15,000	n/a	Bldg. A 21,098 Bldg. B 19,042 Bldg. C 20,586
Site Area (sf)		n/a	22,500	34,800
Residential Density (du's/acre)		23.5*****	n/a	12.5

* Square footage dedicated to employee & affordable housing not included per 2325.D.2.d
** Buildings "A"& "C" are 42' in height, Building "B" is 46'
*** Parking is the only use allowed to occupy this 22' setback
**** 22' parking stalls are tucked under Building "B", Buildings "A" & "C" have a 0' setback
***** Maximum gross density allowed for Planned Residential developments in the UC district

EXHIBIT A
ATTACHMENT TO EXPLANATION OF MASTER PLAN AMENDMENTS
For CONSOLIDATED PHASE 2 & 3
PEARL AND WILLOW PLANNED MIXED USE DEVELOPMENT
January 2015



Note: Per Prior Master Plan Amendment Buildings B and C Combined.

Note: Per Condition of Master Plan Aprroval Diagonal Parking Eliminated

EXHIBIT B Original Master Plan Concept Drawing

ATTACHMENT TO EXPLANATION OF MASTER PLAN AMENDMENTS
For CONSOLIDATED PHASES 2 & 3
PEARL AND WILLOW PLANNED MIXED USE DEVELOPMENT
January 2015

Main Level
Scale 1" = 40'-0"

Pearl and Willow

Jackson, Wyoming

CARNEY ARCHITECTS
307 T 733 4000 733 1147
www.carneyarchitects.com
info@carneyarchitects.com
215 South King Street PO Box 9218 Jackson, Wyoming 83002

19 MARCH 2001

1. Administrative Adjustment. The Planning Director may establish a lesser parking requirement pursuant to the procedure of Sec. 8.8.1. based on information from reliable sources that demonstrates a lesser standard is workable due to anticipated parking demand and alternative transportation services available.

2. Change of Use. An applicant for a change of use shall only be required to additionally provide the difference between the parking requirement of the existing use and proposed use, regardless of the actual parking that exists.

B. Shared Parking

If two or more uses occupy a site or structure, the required parking, queuing and loading shall be the additive total for each individual use unless the Planning Director determines uses are compatible for sharing parking based on the following standards.

1. Residential and Nonresidential Uses. A percentage of the parking spaces required for nonresidential uses may be considered shared with on-site residential uses in accordance with the table below, and the extent to which:

   a. The residential use provides on-site employee housing; and

   b. The location and design of the development enhances the shared parking function.

Percentage of Nonresidential Parking Spaces that May Be Shared		
Nonresidential Use	Affordable/Employee Housing or ARU	Other Residential Use
Retail	100%	25%
Office	100%	75%
Restaurant/Bar	100%	20%
Service	100%	25%
All Industrial Uses	100%	75%
Other nonresidential uses	100%	20%

2. Other Compatible Uses. Notwithstanding the standard percentages established in the table above, reductions in total parking requirements between and among any uses may be granted in one or more of the following circumstances:

   a. When it is intended that patrons frequent more than one use in a single trip (example: lodging and restaurant)

   b. When operating hours are substantially different (example: movie theater and office)

   c. When peak trip generation characteristics are substantially different (example: lodging and retail)

EXHIBIT C
ATTACHMENT TO EXPLANATION OF MASTER PLAN AMENDMENTS
For CONSOLIDATED PHASES 2 & 3
PEARL AND WILLOW PLANNED MIXED USE DEVELOPMENT
January 2015

"18.38.010 Off-street parking requirements.

D. The number of spaces required for all zoning districts are as follows:

3. Sales of Goods, Merchandise and Equipment. Retail sales including banks, savings and loans and other financial institutions: one space per two hundred fifty feet of gross floor area.

Warehousing and wholesale uses: one space per two thousand square feet of gross floor area.

4. Office, Clerical, Services Not Related to Merchandise. Offices offering professional services such as attorneys, insurance and real estate: one space per each three hundred fifty square feet of gross floor area, with a minimum of two spaces.

Office designed to attract and serve customers on the premises such as medical and dental offices: one space per each two hundred fifty square feet of gross floor area, with a minimum of two spaces."

Based upon the known floor areas and uses of the buildings on the project site on October 29, 1988, and the applicable Municipal Code provisions regarding required parking at that time, a fee-in-lieu parking credit may be determined:

BUILDING	USE	SQUARE FEET	FACTOR	SPACES REQUIRED
1	OFFICE	1,608	1 SPACE PER 350 SF	4.59
2	OFFICE	6,216	1 SPACE PER 350 SF	17.76
3	OFFICE	696	1 SPACE PER 350 SF	1.99
4	RETAIL	1,631	1 SPACE PER 250 SF	6.52
TOTALS		10,151		30.86
				31 SPACES

REVISED NEW NUMBERS

3.3/1000 OFFICE

4.2/1000 RETAIL

1.5/CHAIR SALON

EXHIBIT D

ATTACHMENT TO EXPLANATION OF MASTER PLAN AMENDMENTS
For CONSOLIDATED PHASES 2 & 3
PEARL AND WILLOW PLANNED MIXED UNIT DEVELOPMENT
January 2015

SECTION 4240 OFF-STREET PARKING REQUIRED

All uses shall be required to meet the standards for off-street parking set forth in Table 4240, Parking Standards, By Use. When determination of the number of required off-street parking spaces results in a fractional space, the requirement shall be rounded up to the next whole number. When square feet of floor area is specified, the calculation shall be based on the entire gross floor area of the structure. Basement areas designed and used exclusively for storage shall not be included in parking space calculation. When employees are specified. The calculation shall be based upon the maximum number of employees normally on duty at any one (1) time. (Ord. *625* § 1, 1999).

Table 4240 (Abbreviated)

PARKING STANDARDS, BY USE

Use	Parking Spaces Required per 1,000 sf of Floor Area	Queuing Space	Other Standard
Residential Uses:			
One (1) Bedroom Apartment	--	--	1.75 per du
Three (3) Bedroom Apartment	--	--	2.5 per du
Commercial Uses: Office			
General, including government offices	3.3		
Other Misc. Freestanding Retail	4.5[a]		

[a]In the Urban Commercial (UC) District, this standard is 4.

Section 4240 Compliance Measure: The standards set forth in Table 4240, Parking Standards, By Use, were utilized to establish the parking demand generated by the proposed project at **169 spaces**. The parking generation calculations for the project may be found in Figure PL-I shown on the next page.

EXHIBIT E

ATTACHMENT TO EXPLANATION OF MASTER PLAN AMENDMENTS
For CONSOLIDATED PHASES 2 & 3
PEARL AND WILLOW PLANNED MIXED UNIT DEVELOPMENT
January 2015

FIGURE PL-I

PEARL AND WILLOW PLANNED MIXED USE DEVELOPMENT
PARKING GENERATION CALCULATIONS

BUILDING	USE	SQUARE FEET	UNITS	BEDROOMS	FACTOR (PER SF)	FACTOR (PER UNIT)	SPACES REQUIRED	SUM (BY BUILDING)
A								
	OFFICE	17,510			0.0033		57.78	
	RESIDENTIAL	0					0.00	
	RETAIL	0			0.004		0.00	
	COMMON, OFFICE	1,850			0.0033		6.11	
	GROSS LESS NET, OFFICE	1,163			0.0033		3.84	
								67.73
B								
	OFFICE	0			0.0033		0.00	
	RESIDENTIAL	4,909	6	1		1.75	10.50	
	RESIDENTIAL	9,515	4	3		2.5	10.00	
	RETAIL	2,665			0.004		10.66	
	COMMON, RES.	619				0	0.00	
	COMMON, RET.	108			0.004		0.43	
	GROSS LESS NET, RES.	911				0	0.00	
	GROSS LESS NET, RET.	191			0.004		0.76	
								32.36
C								
	OFFICE	17,135			0.0033		56.55	
	RESIDENTIAL	0					0.00	
	RETAIL	0			0.004		0.00	
	COMMON, OFFICE	1,648			0.0033		5.44	
	GROSS LESS NET, OFFICE	1,220			0.0033		4.03	
								66.01
	TOTAL							**166.09**

167

SOURCE: PARKING STANDARDS TAKEN FROM THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TABLE 4240.

EXHIBIT F

ATTACHMENT TO EXPLANATION OF MASTER PLAN AMENDMENTS
For CONSOLIDATED PHASES 2 & 3
PEARL AND WILLOW PLANNED MIXED UNIT DEVELOPMENT
January 2015

FIGURE PL-II

PEARL AND WILLOW PLANNED MIXED USE DEVELOPMENT
PARKING REDUCTION/CREDIT/PURCHASE CALCULATIONS

COMMENTARY	SPACES	COST PER SPACE	MUNICIPAL CODE REFERENCE	SUB-TOTAL
BASIC PARKING REQUIREMENT			TABLE 4240	167.0
SHARED PARKING CREDIT ALLOWANCES FOR APARTMENTS WITH NONRESIDENTIAL USES			TABLE 4250.D.	20.5
SUB-TOTAL				146.5
TANDEM PARKING "ADD-BACK"				7.0
SUB-TOTAL				153.5
SPACES PROVIDED				107.0
SHORTFALL				46.5
ALLOWED NUMBER OF SPACES THAT MAY BE PURCHASED THROUGH FEE-IN-LIEU PROGRAM			SECTION 4270.A. AND RESOLUTION 94-24, TABLE 1	119
PROPOSED NUMBER OF SPACES TO BE PURCHASED THROUGH FEE-IN-LIEU PROGRAM				47
PRIOR USE PARKING FEE CREDIT			SECTION 4270.C.	31
ACTUAL NUMBER OF SPACES TO BE PURCHASED THROUGH FEE-IN-LIEU PROGRAM				16
PURCHASE OF 16 SPACES:				
	4	$ 1,000	RESOLUTION 94-24, TABLE 2	$ 4,000
	6	$ 2,500	RESOLUTION 94-24, TABLE 2	$ 15,000
	6	$ 4,000	RESOLUTION 94-24, TABLE 2	$ 24,000
TOTALS	**16**			**$ 43,000**

FIGURE PL-IIA

PEARL AND WILLOW PLANNED MIXED USE DEVELOPMENT
PARKING REDUCTION/CREDIT/PURCHASE CALCULATIONS

COMMENTARY	SPACES	COST PER SPACE	MUNICIPAL CODE REFERENCE	SUB-TOTAL
BASIC PARKING REQUIREMENT			TABLE 4240	167.0
SHARED PARKING CREDIT ALLOWANCES FOR APARTMENTS WITH NONRESIDENTIAL USES			TABLE 4250.D.	20.5
SUB-TOTAL				146.5
TANDEM PARKING "ADD-BACK"				7.0
SUB-TOTAL				153.5
SPACES PROVIDED				107.0
SHORTFALL				46.5
ALLOWED NUMBER OF SPACES THAT MAY BE PURCHASED THROUGH FEE-IN-LIEU PROGRAM			SECTION 4270.A. AND RESOLUTION 94-24, TABLE 1	119
PROPOSED NUMBER OF SPACES TO BE PURCHASED THROUGH FEE-IN-LIEU PROGRAM				47
PRIOR USE PARKING FEE CREDIT			SECTION 4270.C.	31
PARKING FEE CREDIT REDUCTION			TOJ STAFF DIRECTIVE	40
NET PARKING FEE CREDIT				-9
ACTUAL NUMBER OF SPACES TO BE PURCHASED THROUGH FEE-IN-LIEU PROGRAM				56
PURCHASE OF 56 SPACES:				
	4	$ 1,000	RESOLUTION 94-24, TABLE 2	$ 4,000
	6	$ 2,500	RESOLUTION 94-24, TABLE 2	$ 15,000
	10	$ 4,000	RESOLUTION 94-24, TABLE 2	$ 40,000
	10	$ 7,000	RESOLUTION 94-24, TABLE 2	$ 70,000
	10	$ 8,500	RESOLUTION 94-24, TABLE 2	$ 85,000
	16	$ 10,000	RESOLUTION 94-24, TABLE 2	$ 160,000
TOTALS	**56**			**$ 374,000**

199 EAST PEARL OWNERS ASSOCIATION

January 16, 2015

Town of Jackson
Jackson, Wyoming 83001
Via Hand Delivery

RE: Willow Street Partners LLC
Application for Development Permit Action
PMD Master Plan Amendment

To Whom It May Concern:

The undersigned is the owners association for 199 East Pearl Condominium. We have reviewed the Willow Street Partners LLC Application for Development Permit to amend the Pearl & Willow PMD Master Plan requesting (i) an increase to the allowed maximum building height for Building C from Forty Two (42) feet to Forty Six (46) feet and (ii) that its parking requirements be calculated in accordance with the parking requirements of the Town of Jackson.

We hereby consent to the Application for Development Permit Action to amend the PMD Master Plan. Our consent is subject to the parking being in substantial conformance with the Final Development Plan submittal. In the event there are additional amendments to the PMD Master Plan, please let us know so that we may further comment. Thanks for your consideration.

199 East Pearl Owners Association

By: _____
Its: Treasurer

PLANNING PERMIT APPLICATION

Planning & Building Department
Planning Division

150 E Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
fax: (307) 734-3563
www.townofjackson.com

For Office Use Only

Fees Paid_____

Check # _____ Credit Card_____ Cash_____

Application #s _____ _____ _____

PROJECT.

Name/Description: Consolidated Phases 2 & 3 Pearl And Willow Planned Mixed Use Development

Physical Address: 155 East Pearl Avenue

Lot, Subdivision: Lot 3 Pearl and Willow Amended Addition, Plat 1106 PIDN: 22-41-16-34-2-75-001

OWNER. 1.Dave Larson 307-733-3923

Name: Willow Street Partners LLC Phone: 2. Phelps Swift 307-739-8303

Mailing Address: P.O. Box 4099 Jackson, WY ZIP: 83001

E-mail: 1. Dave Larson - dkl@mlslawyers.com
2.Phelps Swift-phelpsswift@gmail.com

APPLICANT/AGENT. Applicant is same as owner

Name: AGENT: Jorgensen Associates, P.C. attn. Francesca Paolucci-Rice Phone: 307-733-5150

Mailing Address: P.O. Box 9550 Jackson, WY ZIP: 83002

E-mail: fpr@jorgensenassociates.com

DESIGNATED PRIMARY CONTACT.

_____Owner X Agent Applicant/Agent

TYPE OF APPLICATION. *Please check all that apply; see Fee Schedule for applicable fees.*

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Physical Development

_____Sketch Plan

X Development Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Development Option/Subdivision

_____Development Option Plan

_____Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

Amendments to the LDRs

_____LDR Text Amendment

_____Zoning Map Amendment

_____Planned Unit Development

PRE-SUBMITTAL STEPS. *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department.* ***If this application is amending a previous approval, indicate the original permit number.***

Pre-application Conference #: P014-039 Environmental Analysis #: _____

Original Permit #: _____ Date of Neighborhood Meeting: _____

Previous Planning Case: P11-056

SUBMITTAL REQUIREMENTS. *Twelve (12) hard copies and one (1) digital copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department.. 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.*

Have you attached the following?

X **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.

N/A **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.

X **Response to Submittal Checklist.** All applications require response to applicable review standards. These standards are outlined on the Submittal Checklists for each application type. If a pre-application conference is held, the Submittal Checklists will be provided at the conference. If no pre-application conference is required, please see the Administrative Manual for the applicable Checklists. The checklist is intended as a reference to assist you in submitting a sufficient application; submitting a copy of the checklist itself is not required.

FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

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.

Willow Street Partners LLC By: David K. Larson V. Pres. — 1/22/15

Signature of Owner or Authorized Applicant/Agent — Date

David K. Larson — V. Pres.

Name Printed — Title

WILLOW STREET PARTNERS LLC
SPECIAL MEETING OF MEMBERS TO APPROVE RESOLUTION

A Special Meeting of the Members of the Company was held on December 16, 2014. At the meeting the following resolution was unanimously approved.

RESOLUTION TO APPROVE FILING OF FINAL DEVELOPMENT PERMIT

RESOLVED, that the Manager, Mullikin, Larson & Swift, LLC, the Company officers, including Phelps H. Swift, Jr. or David K. Larson, and their agents be authorized to take all reasonable and necessary action and to execute documents in order to file for and secure a final development permit in accordance with the Planned Mixed Use Development Master Plan as generally described in the Amendment to Affidavit Affecting Title for Pearl & Willow Planned Mixed Use Development dated May 9, 2012 and recorded in the records of Teton County, Wyoming in Book 808 Pages 754 – 758 on May 11, 2012.

I hereby certify that the foregoing Minutes of the Special Meeting dated December 16, 2014 are accurate and were filed among the minutes of Willow Street Partners LLC.

Sara E. Van Genderen, Secretary

SECTION 3C
RESPONSE TO PRE-APPLICATION CONFERENCE SUMMARY CHECKLIST

Prepared January 21, 2015; Revised February 3, 2015

The following is a response to the Pre-Application Conference Summary Checklist provided by Paul Anthony, Town of Jackson Principal Planner, based on the Pre-Application Conference, P014-039, held on June 25, 2014:

1. Submittal requirements: The general rule is that the applicant must submit application materials in sufficient detail and relevancy for staff and the decision-maker to clearly verify compliance with all applicable regulations. Thus, more complex projects generally require more detail than more simple projects and so the level of detail is project-specific. This project is relatively complex so staff will expect application materials to make the details of the project clear to a variety of reviewers with varying degrees of familiarity with the project. A list of typical submittal requirements are provided in Section 51200.D: Application Requirements for Development Plans. Note that not all items listed may be relevant to this project. Please contact us if you have questions.

   The submittal for this project addresses all of the requirements outlined in Section 51200 D of the recently repealed Land Development Regulations (the LDRs effective January 1, 2015 do not contain a comparable checklist), except for the following:

   a. *Wyoming State Plane Coordinates on two boundary points – this information was not provided on either of the recent plats affecting the project boundary, Plats 1106 or 1107, and as the project is mapped in the GIS, this requirement seems superfluous.*
   b. *Tie to two corners of the Public Land Survey – the project boundary is tied by record calls on Plat 1106 to two Public Land Survey corners; however, the ties are not given on Plat 1107, and as the property is well established, this requirement seems superfluous.*
   c. *Existing Contours at 2' - because the building will cover the interior of the site only the perimeter elevations are of consequence; we believe that the spot elevations provided on sheets of the Engineering Drawings are sufficient for design purposes.*

2. Comprehensive Plan Comments: The applications are located within **District 2 Town Commercial Core, and Subarea 2.3 Downtown**. The applicant shall demonstrate how the proposed application is consistent with the principles and polices for these areas to the degree possible.

   This requirement is addressed in Section 6C of this Application Notebook.

3. Applicant shall address Staff comments from pre-application review:
    a. The applicant shall provide a clear accounting of all development that is permitted to be constructed as part of the combined Phases 2 and 3;

    This requirement is addressed Sections 5B, C, and D and Section 6A of this Application Notebook

    b. The applicant shall provide a clear accounting of all development approved and actually constructed as part of Phase 1 (199 East Pearl Condominium Addition), including any credits or deficiencies that need to be incorporated into the development plan for combined Phases 2 and 3;

    This requirement is addressed in Section 6A of this Application Notebook.

    c. The applicant shall provide a clear accounting of the amount of floor area dedicated to each proposed use in the project so that zoning requirements, such as parking, affordable/employee housing, and other related standards, can be accurately determined;

    This requirement is addressed in Section 5D of this Application Notebook and on accompanying Architecture Plans.

    d. The applicant shall clearly explain all proposed changes from the approved Master Plan and how those changes are consistent with the approved Master Plan;

    This requirement is addressed Section 2 and Section 6D of this Application Notebook.

    e. The applicant shall address and demonstrate compliance with all conditions of approval of the Master Plan;

    This requirement is addressed Section 6D of this Application Notebook.

    f. The applicant shall address and demonstrate compliance or consistency with the original and amended Affidavits of Title recorded as part of this PMD project.

    This requirement is addressed in Section 6D of this Application Notebook.

WARRANTY DEED

Anthony L. Willard and Dorothy S. Willard, husband and wife, GRANTORS, of Teton County, State of Wyoming, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEY AND WARRANT to Willow Street Partners LLC, a Wyoming limited liability company, GRANTEE, whose address is P. O. Box 4099, Jackson, Wyoming, 83001, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

> Lots 9, 10, 11, 12 and the East 32.02 feet of Lot 13 of Block 2 of the Cache Creek Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded July 18, 1905 as Plat No. 102.
>
> State Parcel ID No.: 22-41-16-34-2-04-012
>
> Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, and any rights of grantors to minerals thereunder, but subject to taxes, assessments, covenants, conditions, restrictions, reservations, encroachments, rights-of-way and easements of sight or record.

WITNESS our hands this 12 day of July, 2000.

Anthony L. Willard

Anthony L. Willard

Dorothy S. Willard

Dorothy S. Willard

Grantor: WILLARD, ANTHONY L ET UX
Grantee: WILLOW STREET PARTNERS LLC
Doc 0520446 bk 402 pg 259-259 Filed at 3:31 on 07/14/00
Sherry L Daigle, Teton County Clerk fees: 6.00
By MELISSA K JOURDEN Deputy

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me by Anthony L. Willard and Dorothy S. Willard this 12th day of July, 2000.

Witness my hand and official seal.

Notary Public

My Commission Expires:

PETER J. SERRITELLA
Notary Public, State of New York
No. 31-3598485
Qualified in New York County
Commission Expires March 30, 2001

RELEASED
INDEXED
ABSTRACTED
SCANNED

QUITCLAIM DEED

Pearl Willow Investors LLC, a Wyoming limited liability company, GRANTOR, of Teton County, State of Wyoming, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, CONVEYS AND QUITCLAIMS to Willow Street Partners LLC, a Wyoming limited liability company, GRANTEE, whose address is P.O. Box 4099, Jackson, Wyoming 83001, all right, title and interest now owned in and to the following described real estate situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

> Lot 3 of the Pearl and Willow Amended Addition to the Town of Jackson, Teton County, according to that Plat recorded ___ February 11, 2004 as Plat No. 1106.
>
> Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging.

WITNESS my hand this 11th day of February, 2004.

Grantor: PEARL WILLOW INVESTORS LLC
Grantee: WILLOW STREET PARTNERS LLC
Doc 0616239 bk 540 pg 1093-1093 Filed at 4:15 on 02/11/04
Sherry L Daigle, Teton County Clerk fees: 8.00
By MARY D ANTROBUS Deputy

Pearl Willow Investors LLC, a Wyoming limited liability company

By: _____
John O. Carney, Jr., Manager

STATE OF WYOMING)
) ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pearl Willow Investors LLC, a Wyoming limited liability company, by John O. Carney, Jr., Manager, this 11th day of February, 2004.

Witness my hand and official seal.

GEORGE P. PUTNAM - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires Oct. 18, 2004

_____
Notary Public

My Commission Expires: 10/18/2004

First American **Guarantee**	Record Owner Guarantee ISSUED BY **First American Title Insurance Co** GUARANTEE NUMBER **4559-2237644**

Liability: $200.00

Fee: $125.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a California corporation, herein called the Company

GUARANTEES

Mullikin Larson & Swift LLC

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

Dated: March 24, 2014 at 5:00 P.M.

First American Title Insurance Company

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED SEPTEMBER 24, 1968 CALIFORNIA

Dennis J. Gilmore
President

Timothy Kemp
Secretary

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
   (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
   (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
   (c) The identity of any party shown or referred to in Schedule A.
   (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

GUARANTEE CONDITIONS AND STIPULATIONS

The following terms when used in the Guarantee mean:

1. Definition of terms.
The following terms when used in the Guarantee mean:
   (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
   (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
   (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
   (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
   (e) "date": the effective date.

2. Notice of claim to be given by assured claimant.
An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No duty to defend or prosecute.
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's option to defend or prosecute actions; duty of assured claimant to cooperate.
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
   (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of

this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of loss or damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to pay or otherwise settle claims: termination of liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosection of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and extent of liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the

Exclusions From Coverage of This Guarantee.
The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of liability or termination of liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation upon payment or settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.
If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.
A copy of the Rules may be obtained from the Company upon request.

13. Liability limited to this guarantee; guarantee entire contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, where sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**

First American Title

File No.: 4559-2237644

The assurances referred to on the face page hereof are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

Lot 3 Pearl and Willow Amended Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded February 11, 2004 as Plat No. 1106.

A. The last recorded instrument purporting to transfer title to said real property is: Warranty Deed, recorded July 14, 2000, Book 402 of Photo, page 259 and Quitclaim Deed recorded February 11, 2004 in Book 540 of Photo, page 1093

RECORDED VESTINGS: Willow Street Partners, LLC, a Wyoming limited liability company

B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.

C. There are no Federal Tax Liens, Judgment Liens or Certificates of State Tax Liens which purport to affect said real property, other than those shown below under Exceptions.

No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

EXCEPTIONS

1. Easement, including terms and conditions contained therein:

Granted To:	Lower Valley Power and Light, Inc.
For:	Construction, operation and maintenance of electric distribution circuits
Recorded:	January 19, 1990
Recording Information:	Book 220 of Photo, page 845

2. A Memorandum of Lease Agreement including the terms and conditions thereof:

Between:	Anthony Willard and Dorothy Willard, husband and wife
And:	Mullikin, Larson and Swift, a Partnership
Recorded:	May 23, 1990
Recording Information:	Book 224 of Photo, page 952-953

JA NOTE: Discuss removing this Willard is no longer owner

3. Affidavit of Lot Combination as contained in instrument dated July 10, 1990 recorded July 11, 1990 in Book 226 of Photo, page 673-674.
JA NOTE: Discuss removing this; no longer valid per current plats.

4. Easements, covenants, conditions and restrictions as shown on the plat recorded as Plat No. 1106.

5. Affidavit Affecting Title (Certificate of Standards and Conditions) Re: Planned Mixed Use Development, recorded September 11, 2002 in Book 468 of Photo, page 1190-1195 and Amendment recorded May 11, 2012 in Book 808 of Photo, page 754-758.

6. An Easement and Agreement including the terms and conditions thereof:

Between:	Pearl Willow Investors LLC, a Wyoming limited liability company
And:	Willow Street Partners, LLC, a Wyoming limited liability company
Recorded:	February 18, 2004
Recording Information:	Book 541 of Photo, page 521-527 and Amendment recorded September 28, 2012 in Book 820 of Photo, page 823-827

7. Easement, including terms and conditions contained therein:

Granted to:	Willow Street Partners, LLC, a Wyoming limited liability company
For:	Waterline Easement
Recorded:	February 18, 2004
Recording Information:	Book 541 of Photo, page 528-533

8. Mortgage and the terms and conditions thereof.

Mortgagor:	Willow Street Partners, LLC, a Wyoming limited liability company
Mortgagee:	The Jackson State Bank & Trust
Amount:	$600,000.00
Recorded:	June 03, 2008
Recording Information:	Book 700 of Photo, page 349-354

Modification and/or amendment by instrument:

Recorded:	June 1, 2012
Recording Information:	Book 810 of Photo, page 592-597

SECTION 5
PROJECT OVERVIEW
Prepared January 21, 2015; Last Revised February 3, 2015

A. PROJECT TEAM

APPLICANT & PROPERTY OWNER OF CONSOLIDATED PHASES 2 & 3
Willow Street Partners LLC
Attn: Phelps Swift / David Larson
155E Pearl Avenue 83001
P.O. Box 4099 Jackson, Wyoming 83001
307-739-8303 / 307-733-3923
phelpsswift@gmail.com / dkl@mlslawyers.com

ARCHITECT
Carney Logan Burke Architects, P.C.
Attn: John Carney / Danny Beasse
215 South King Street 83001
P.O. Box 9218 Jackson, Wyoming 83002
307-733-4000
john@clbarchitects.com / dbeasse@clbarchitects.com

ENGINEER & SURVEYOR
Jorgensen Associates, P.C.
Attn: Francesca Paolucci-Rice / Thomas Kirsten
1315 Highway 89 South, Suites 201 & 203; 83001
P.O. Box 9550 Jackson, Wyoming 83002
307-733-5150
fpr@jorgensenassociates.com / tkirsten@jorgensenassociates.com

STRUCTURAL ENGINEER
KL&A, Inc.
Attn: Kyle Schurter / Greg Kinsley
3457 Ringsby Court, Unit 212 Denver, Colorado 80216
303-384-9910
kschurter@klaa.com / gkingsley@klaa.com

PROJECT MANAGEMENT
Zaist Construction Management, LLC
Attn: Stan Zaist
P.O. Box 547 Teton Village, Wyoming 83025
307-690-1257
stanz@zaistcm.com

SECTION 5
PROJECT OVERVIEW

B. PROJECT HISTORY

The primary subject of this submittal is the Final Development Plan for the last phase, Consolidated Phases 2 & 3, of the Pearl and Willow Planned Mixed-Use Development Master Plan (hereinafter referred to as the "Master Plan"). The Master Plan provided for the re-development of property in the Town of Jackson at the corner of Pearl Avenue and Willow Street.

The Master Plan was originally approved in 2001 and as a vested development; the project under the Master Plan was not affected by the repeal of the Planned Mixed-Use Residential Development Regulations (Section 2325 of the Town Land Development Regulations) in 2012.

Phase 1 of the Planned Mixed-Used Development, which was platted in 2004 as 199 East Pearl Condominium Addition to the Town of Jackson, Plat 1107, and which equates to Building A (the easternmost of three buildings) conceptually illustrated in the Master Plan, is completed and contains 21,794 square feet of the 60,726 square feet of above-grade development approved under the Master Plan, of which 2,057 square feet is deed restricted as employee and affordable housing. (For additional Phase 1 details see Section 6A of this Application Notebook.) Pursuant to the Planned Mixed-Use Development Regulations (hereinafter referred to as the "PMD Regulations") under which the Master Plan was approved, square footage devoted to either employee or affordable housing does not count toward the allowed development square footage. Therefore, as shown by the calculation below **40,989 square feet remain to be developed above ground under the Master Plan.**

	60,726 s.f.	Total Allowed PMD Master Plan Development Above Ground
-	21,794 s.f.[1]	Total Phase 1 Development
	+ 561 s.f.[2]	Phase 1 Employee Housing, Unit 100 Plat 1107*
	+ 734 s,f.[2]	Phase 1 Affordable Housing, Unit 205 Plat 1107*
	+ 762 s.f.[2]	Phase 1 Affordable Housing, Unit 206 Plat 1107*
	40,989 s.f.	**REMAIN FOR DEVELOPMENT**

[1] Based on as-built calculations by Pierson Land Works for a 2004 homeowners' assessment
[2] Numbers confirmed by Christine Walker of the Housing Authority in May of 2014; and corroborated by numbers from Pierson Land Works.

In 2008 the Jackson Town Council approved a reconsideration of an amendment to the PMD Master Plan and granted a 3 year extension of the time required to submit an amendment to the Master Plan. That approval was followed in 2012 by approval of a Master Plan amendment and a 3 year extension of the time required to submit a Final Development Plan for the final phases of the Master Plan.

SECTION 5
PROJECT OVERVIEW

Except as noted below in the Project Description, the Consolidated Phases 2 & 3 development, which will consist of one building, will be in accordance with the standards and conditions of the original Master Plan as amended in 2012, and which are memorialized in the following documents of record in the Office of the Teton County Clerk:

- Affidavit Affecting Title (Certificate of Standards and Conditions) Re: Planned Mixed Use Development – 155 E Pearl Street in Book 468 of Photos, pages 1190-1195 (hereinafter referred to as the "Original Affidavit") recorded September 9, 2002; and the
- Amendment to Affidavit Affecting Title for Pearl & Willow Planned Mixed-Use Development (Certificate of Standards and Conditions) in Book 808 of Photo, pages 754-758, recorded May 11, 2012.

The 2012 Master Plan Amendment:

- amended the original phasing plan by consolidating Phases 2 and 3, which were originally envisioned as consisting of two separate buildings (Building B, the middle building, and Building C, the westernmost project building) into one building to be constructed in a single construction project;
- extended the deadline to submit a Final Development Plan for the consolidated Phases 2and 3 for 3 years until February 6, 2015; and
- requires that within 2 years of the date of the approval of the Consolidated Phases 2 and 3 Final Development Plan a building permit be filed with the Jackson Building Department for construction authorized by the approved Final Development Plan.

C. PROJECT DESCRIPTION - CONSOLIDATED PHASES 2 & 3

The current legal description of the property to be developed as Consolidated Phases 2 & 3 is Lot 3 of the Pearl and Willow Amended Addition to the Town of Jackson, Plat 1106, containing 21, 978 s.f.

The square footage proposed for development in Consolidated Phases 2 & 3 is**:**

43,524 s.f. Gross Above Ground Development
- 2,380 s.f. Consolidated Phases 2 & 3 Employee Housing
- 939 s.f. Consolidated Phase 2 & 3 Affordable Housing

40,205 s.f. to be counted against the allowed above-grade development
which is in accord with the 40,989 s.f. that remain for development under the Master Plan as calculated above in Section 5B.

SECTION 5
PROJECT OVERVIEW

Except as noted below, the standards and conditions of the Master Plan as set forth in the Original Affidavit and its Amendment apply to the proposed development and will be adhered to in the Consolidated Phases 2 and 3 Final Development Plan. (See Section 6D of this Application Notebook for a detailed summary of compliance with the Master Plan Conditions of Approval.)

Pursuant to the Master Plan as amended:

- One L-shaped, four story building will be constructed under Consolidated Phases 2 & 3 containing 43, 524 gross s.f. above ground, which together with the existing Phase 1 building containing 21,794 gross s.f. above ground will frame an open landscaped courtyard facing Pearl Avenue. There will be private covered parking areas on the west and north sides of the Consolidated Phase 2 & 3 building with a drive-through for the west side parking connecting Pearl Avenue and the alley to the north. A driving ramp at the northeast corner of the building provides access to underground parking, paralleling an existing ramp constructed as part of the Phase 1 development. For additional details see the accompanying Architecture Plans.

  The total above-grade project building mass for the PMD of 65,318 gross s.f. (21, 794 s.f. in Phase 1and 43,524 s.f. in Consolidated Phases 2 & 3) minus the square footage allocated to employee and affordable housing (2,057 s.f. in Phase 1 and 3,319 in Consolidated Phases 2 & 3), which pursuant to the PMD regulations under which the Master Plan was approved does not count against the total allowed project square footage, yields a total of 59,942 s.f. for the Pearl and Willow PMD, less than the 60,726 s.f. approved under the Master Plan. (See associated calculations in Section 5D and Section 6A of this Application Notebook.)
  - The first floor of the Consolidated Phases 2 & 3 building will contain space that may be used as either commercial retail or office space.
  - The second floor will contain 1affordable housing unit, 2 employee housing units and 5 units that may be used either as offices or market residential units.
  - The third and fourth floors will contain market residential units only; 6 units on the third floor and 5 units on the fourth floor.
  - The number of employee and affordable housing units included in Consolidated Phases 2 & 3 is based on a calculation presented in Section 7 of this Application Notebook, which

recognizes that all of the market residential units of Consolidated Phases 2 & 3 will be available for short term rental (at the discretion of the owner of each unit, as allowed in the Lodging Overlay Zone in which the project is located) and therefore generate an employee housing requirement rather than an affordable housing requirement.

- An expansion of the Phase 1 below grade parking structure will be constructed as part of the Consolidated Phases 2 & 3 development. As mentioned above, additional parking will be constructed at ground level, tucked under the upper floors of the Consolidated Phases 2 & 3 building. See Section 8 of this Application Notebook for the calculation of the number of required parking spaces for the PMD, and Section 2A of this Application Notebook for the justification for the method of calculation. This calculation is (as is the case overall project affordable and employee housing requirement calculation) based on the allowed unit use that will require the maximum number of spaces.

Note that the underground parking structure expansion does not meet the recommendation included under Master Plan Conditions of Approval in Section 5.m.1 of the Original Affidavit, which states: "It is recommended that the design of the underground parking area be revised to allow the one-way flow of traffic thru the parking structure. This would be accomplished by lowering the northeast portion of the parking area such that it can be connected to the westerly parking area under the access ramp." After evaluating this recommendation during preliminary design of the parking structure expansion, the applicant determined that removal of only one existing wall section of the existing parking structure would provide for adequate traffic flow within the entire structure and allow for additional parking spaces as well as retention of a Phase 1 storage area. See the accompanying Architecture Plans and Engineering Drawings for the design of the proposed parking structure expansion.

Contemporaneously with the application for the Consolidated Phases 2 & 3 Final Development Plan, Master Plan Amendments are being applied for, which would change certain dimensional limitations indicated as proposed in the Master Plan. All changes requested by the Master Plan Amendments are in accord with standards allowed under the PMD regulations in effect at the time of the approval of the Master Plan, except those for the number of parking spaces required, which based on discussions with Town Planning Staff are to be determined based on current or proposed Town standards. The amendments would allow for an increase in height from 42' to 46' (in accord with a Bonus Standard

allowed under the PMD regulations) for the portion of the Consolidated Phases 2 & 3 building that is the equivalent of Building C in the Master Plan concept plan; an increase of the project maximum FAR from 1.58 to 1.83, which was the base PMD standard; a change in the west side minimum setback from 5' to 4', where a base PMD standard allowed for a 0' setback, and a modification of the method for calculating the number of required parking spaces in accord with current or proposed town standards. See Section 2 of this Application Notebook for additional details.

The proposed development addresses the requirement of Section 5.m. 4) of the Original Affidavit regarding the existing town sewer line that runs through the west side of the property. It will be re-routed within the Consolidated Phases 2 & 3 building and an appropriate easement granted to the Town of Jackson. See accompanying Architecture Plans and Engineering Drawings and a draft easement instrument in Section 10 of this Application Notebook.

D. ZONING AND DIMENSIONAL LIMITATION PLAN INFORMATION

- **UNDERLYING ZONE DISTRICTS**:
  Urban Commercial (UC)
  Lodging Overlay (LO)

- **COMPREHENSIVE PLAN VISION DISTRICT**
  District 2: Town Commercial Core
  Downtown Subarea 2.3

- **PMD GROSS AND BASE SITE AREA:**
  For this site, Gross Site area = Base Site Area
  CALCULATIONS FOR ENTIRE AREA OF
  PEARL AND WILLOW PLANNED MIXED DEVELOPMENT:

  Calculations Per Pearl and Willow Amended Addition to the Town of Jackson, Plat 1106 (Nelson Engineering Survey):

Lot 3 Plat 1106 (Phases 2 & 3)	22, 044 s.f.
Lot 4 Plat 1106 (Phase 1)	12, 897 s.f.
	34, 941 s.f.
Per Subsequent Surveys:	
JA 2014 survey Lot 3, Plat 1106 (Consolidated Phases 2&3)	**21, 978 s.f.**
Pierson Plat 1107* Lot 4, Plat 1107 (Phase 1)	**12, 740 s.f**
	34, 718 s.f.

*199 East Pearl Condominium Addition to the Town of Jackson , Plat 1107

SECTION 5
PROJECT OVERVIEW

- **MAXIMUM BUILDING SIZE:**
  60,726 s.f. above grade development, excepting employee and affordable housing

  The total applicable building square footage for this PMD upon completion of this project will be 59,942 s.f. See details below under Maximum Floor Area Ratio.

- **MAXIMUM BUILDING HEIGHT:**
  See Section 2A of this Application Notebook for a Master Plan Amendment that would impose the following standard:

  Phase 1: 42'
  Consolidated Phases 2 & 3: 46' provided that the fourth floor facing Pearl Avenue steps back from the building footprint to reduce the perceived mass of the building form the pedestrian realm as measured from the boundary of the adjacent property on the south side of Pearl Avenue.

  The Phase 1 building height is 42'; the height of the Consolidated Phases 2 & 3 building is also in accord with this standard.

- **MAXIMUM FLOOR AREA RATIO (FAR) :**
  See Section 2A of this Application Notebook for a Master Plan Amendment that would impose the Maximum FAR of 1.83 allowed (without bonus) under the PMD regulations in effect at the time of the approval of the Master Plan.

  The total development of this PMD will meet this standard. The Master Plan Dimensional Limitation Plan indicates that the proposed FAR is 1.58. As calculated below the FAR upon completion of Consolidated Phases 2 & 3 will be 1.73.

  Per PMD Regulations, the below grade garage and affordable and employee housing units are not included in this calculation.

TOTAL Phase 1 Above Ground Floor Area =	21, 794 s.f.[1]
- Phase 1 Employee & Affordable Housing =	-2,057 s.f.
TOTAL Consolidated Phases 2 & 3 Ground Floor Area =	43,524 s.f. [2]
- Consolidated Phases 2 & 3 Employee & Affordable Housing =	-3,319 s.f.
	59,942 s.f.

59, 942 s.f. ÷ 34,718 s.f. Base Site Area = Project FAR of 1.73

[1]See Square Footage Details in Section 6A of this Application Notebook
[2]See Square Footage Details below.

SECTION 5
PROJECT OVERVIEW

- **MINIMUM SETBACK REQUIREMENTS:**
  See Section 2A of this Application notebook for a Master Plan Amendment that would impose the following standard:

SETBACK AREA	Minimum Setback Standard
Rear (North)	0'
Front (South)	0'
Side (East - Street)	0'
Side (West)	4' Structure; 0' Parking

  All Phases of the Pearl and Willow PMD meet these requirements:

- **MINIMUM LANDSCAPE SURFACE RATIO:**
  The landscape surface ratio required by the PMD regulations under which this Master Plan was approved = 0. The Dimensional Limitation Schedule of the Master Plan indicated a proposed Landscape Surface Ratio of 0.056 for the Pearl and Willow PMD, further the PMD Master Plan conditions of approval require street trees along Pearl Avenue and Willow Street. Trees were planted along Willow Street as part of the Phase 1 development. With the Consolidated Phase 2 & 3 development trees will be planted along Pearl Avenue, and a landscaped courtyard created in the project center that will exceed the 1,944 s.f. of landscaped area, as calculated below, that was proposed under the Master Plan:

  Proposed LSR of 0.056 X Base Site Area of 34, 718 s.f. = Proposed Landscaped Area of 1,944.2 s.f.

  See accompanying Architecture Plans for conceptual details of the Consolidated Phases 2 & 3 landscaped areas.

- **RESIDENTIAL DENSITY:**
  Density Units / Acre is not an applicable standard per the approval of this Master Plan; however, as stated in the original Affidavit Affecting Title for the Pearl and Willow PMD, the Planned Mix Use Development Ordinance pursuant to which the Master Plan was approved requires that 30% of the total authorized above-grade structure be committed to residential use.

  This PMD meets this requirement as indicated by the calculation below:

Phase 1 above-grade development =	21,794 s.f.[1]
Proposed Consolidated Phases 2 & 3 above-grade development =	43, 524 s.f.[2]
TOTAL ABOVE-GRADE DEVELOPMENT =	**65, 318 s.f.**
REQUIRED RESIDENTIAL DEVELOPMENT is 30% X 65, 318 s.f. =	**19, 595.4 s.f.**
Total Gross Phase 1 Residential Development[1] =	14, 242 s.f.
"Committed" Gross Combined Phases 2 & 3 Residential Development[2] =	26, 944 s.f.
TOTAL COMMITTED RESIDENTIAL DEVELOPMENT[3]	**41, 186 s.f.**

  41,186 s.f. Residential Development ÷ 65,318 s.f. Total Development = 63%

SECTION 5
PROJECT OVERVIEW

63% of the total above-grade development square footage is committed to residential use, exceeding the 30% requirement of the PMD and the 50% requirement that is a factor in allowing the Bonus Development Standards within this Planned Mixed Use Development. For a full justification of application of the Bonus Development Standard see Section 6B of this Application Notebook.

[1] See Section 6A of this Notebook for a breakdown of this square footage
[2] See below for a breakdown of this square footage, which includes Employee and Affordable Housing and 2nd and 3rd Floor Market Units.
[3] An additional 10,518 s.f. of the second level of Consolidated Phases 2 & 3 is proposed for either office space or residential use, and was not included in this calculation. Therefore, additional square footage of this development may be used for residential purposes.

SEE ATTACHED EXHIBIT A FOR TABULAR DIMENSIONAL LIMITATIONS SUMMARY

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SECTION 5
PROJECT OVERVIEW

- **UNIT SUMMARY CONSOLIDATED PHASE 2 & 3:**

UNIT	USE OPTIONS	Square Feet[1]	Total Square Feet	BEDROOMS
101	Office / Retail	1,368	6,062	N/A
102	Office / Retail	2,874		
Lobby & Circulation	Office / Retail	1,820		
201	Residential / Office	1,815	10,517	2
202	Residential / Office	2,071		2
203	Residential / Office	1,847		1
204	Residential / Office	1,300		1
205	Residential / Office	2,259		3
Circulation, Lobby, & Mechanical	Residential / Office	1,225		
206	Affordable Housing	817	939	1
1st & 2nd Floor Circulation	Affordable Housing	122		
207	Employee Housing	1,055	2,380	2
208	Employee Housing	943		1
1st & 2nd Floor Circulation	Employee Housing	382		
301	Residential	1,815	13,550	2
302	Residential	2,629		3
303	Residential	2,399		3
304	Residential	2,144		1
305	Residential	1,300		3
306	Residential	2,259		
3rd Flor Circulation & Lobby		1,004		
401	Residential	2,235	10,076	2
402	Residential	1,948		2
403	Residential	1,982		2
404	Residential	1,129		1
405	Residential	1,828		2
4th Floor Circulation & Lobby		954.0		
			43,524	34

[1]S.F. indicated was measured from exterior wall to exterior wall or to middle of shared wall as appropriate.

SECTION 5
PROJECT OVERVIEW

UNIT USE	**NUMBER OF UNITS**
Retail Or Office Use:	2
Market Residential Or Office Use	5
Affordable Residential Use:	1
Employee Housing Residential Use	2
Market Residential	11
TOTAL UNITS:	**21**
Maximum Units Available For Retail Use	2
Minimum Units Available For Retail Use	0
Maximum Units Available For Office Use:	7
Minimum Units Available For Office Use:	0
Maximum Units Available For Residential Use:	19
Minimum Units Available For Residential Use:	14

NOTE: As the project is located in the Lodging Overlay, all market residential units will be available, at the discretion of the owner of each unit, for short-term rental.

Refer to the accompanying Engineering Drawings and Architecture Plans for additional information on:

- Existing Site Conditions
- Proposed Site Plan
- Adjoining Property

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EXHIBIT A - PEARL AND WILLOW PLANNED USE MIXED DEVELOPMENT DIMENSIONAL LIMITATION SUMMARY TABLE
Attachment to Application Notebook Section 5 – Project Overview Prepared January 21, 2015; Revised February 3, 2015

DEVELOPMENT STANDARD	BASE STANDARD SET BY PMD REGULATIONS FOR UC DISTRICT	BONUS STANDARD ESTABLISHED BY PMD REGULATIONS FOR UC DISTRICT	STANDARD PROPOSED*/ REQUIRED** PER PEARL AND WILLOW PMD MASTER PLAN AS PREVISOULSY AMENDED	REQUIRED STANDARD UPON APPROVAL OF 2015 MASTER PLAN AMENDMENTS	ACTUAL USE UPON COMPLETION OF CONSOLIDATED PHASES 2 & 3
Average Floor Area Ratio	1.83[1]	2.00[1]	1.58[1] *	1.83	1.73
Minimum Landscape Surface Area Ratio	0	0	0.056 *	0.056	Approximately 0.079
Building Height	42'	46'	Phase 1 (Bldg A) & Phase 3 (Bldg C) = 42': Phase 2 (Bldg B) = 46' *	Phase 1 = 42'; Consolidated Phases 2 & 3 = 46' Provided Building Steps Back	Phase 1 = 42'; Consolidated Phases 2 & 3 = 46' With Building Step Back
Minimum Lot Area	22, 500 s.f.	22, 500 s.f.	34,800 s.f. [3] *; 22,500 s.f.**	22,500 s.f.	34,718 s.f[3]
Minimum Building Setbacks:					
Rear (North)	N/A[2]	N/A	0[2]*	0'	Between 0' & 2'
Front (South)	N/A[2]	N/A	0[2]*	0'	Between 0' & 2'
Side (Street – East)	N/A[2]	N/A	0[2]*	0'	Between 0' & 2'
Side (West)	N/A[2]	N/A	5'*	4'	≥4'
Maximum Building Size	N/A	N/A	60,726 s.f.[1] **	60, 726 s.f.[1]	59,942 s.f[1]
% Authorized Above – Grade Development Required To Be Residential Use	30%	N/A	30%	30%	63% or greater

[1] Pursuant the PMD Regulations under which this project was approved, this standard applies to above-ground s.f ., and excludes s.f. devoted to employee and affordable housing.
[2] The PMD Regulations under which this project was approved states that setbacks shall reflect or be generally compatible with the allowable standards of the neighborhood, character area, and zoning district in which the PMD is located; the setbacks of the UC District for all but detached single-family units were and are 0'.
[3] The discrepancy between the lot area indicated as proposed under the original master plan and as now reported for the same site is due to differences in reported surveys; this number, if it is above the required minimum lot size should not be understood as a requirement of the Master Plan, and does not merit being addressed in the Master Plan Amendments now under consideration.
*Proposed ** Required

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SECTION 6A

PHASE 1 DEVELOPMENT SUMMARY &
CALCULATION OF CREDITS OR DEFICIENCIES
APPLICABLE TO THE CONSOLIDATED PHASES 2 & 3 DEVELOPMENT

Prepared January 21, 2015; Revised February 3, 2015

SQUARE FOOTAGE PHASE 1 DEVELOPMENT &
SQUARE FOOTAGE REMAINING TO BE DEVELOPED IN CONSOLIDATED PHASES 2 & 3:

TOTAL Gross Phase 1 Floor Area = 21,794 S.F. based on as-built calculations by Pierson Land Works for a 2004 Assessmen**t** (See breakdown by Units in Tables below.)

Phase 1, platted in 2004 as 199 East Pearl Condominium Addition to the Town of Jackson, Plat 1107, is completed and contains 21,794 gross square feet of above-grade development of which 2,057 s.f. square feet is deed restricted as employee and affordable housing. Pursuant to the Planned Mixed-Use Development Regulations (hereinafter referred to as the "PMD Regulations") under which the Master Plan was approved square footage devoted to either employee or affordable housing does not count toward the allowed development square footage. Therefore, as shown by the calculation below, of the 60,726 square feet of above grade development approved under the Master Plan, 40,989 square feet remain to be developed within the PMD.

	60,726 s.f.	Total Allowed PMD Master Plan Above-Grade Development
-	21,794 s.f.	Total Gross Phase 1 Development
+	561 s.f.	Phase 1 Employee Housing, Unit 100 Plat 1107*
+	734 s,f.	Phase 1 Affordable Housing, Unit 205 Plat 1107*
+	762 s.f.	Phase 1 Affordable Housing, Unit 206 Plat 1107*
	40,989 s.f.	REMAIN FOR DEVELOPMENT

Note s.f. numbers of affordable and employee housing used confirmed by Christine Walker of the Housing Authority in May of 2014; and corroborated by numbers from Pierson Land Works.

SECTION 6A

PHASE 1 DEVELOPMENT SUMMARY &
CALCULATION OF CREDITS OR DEFICIENCIES
APPLICABLE TO THE CONSOLIDATED PHASES 2 & 3 DEVELOPMENT

TABLE 1 – PHASE 1 COMMERCIAL UNITS SUMMARY

UNIT NO. Plat 1107	SPECIFIC USE	Unit S.F. Interior Space	Total Gross S.F.[1]
101	Office	1,800	2,076
102	Office	1,243	1,440
103	Office	2,823	3,285
104	Office	619	751
TOTAL		**6,485 SF**	**7,552 GSF**

[1] Total Gross Floor Area represents the interior space of each condominium unit plus appropriate allocations of the GCE and LCE

TABLE 2 – PHASE 1 MARKET RESIDENTIAL UNITS

UNIT NO. Plat 1107	No. Bedrooms	No Persons Housed Per Town LDR Table 49440.A	Unit S.F. Interior Space	Total Gross S.F.[1]
201	2	2.25	1,820	2,163
202	2	2.25	1,936	2,252
203	2	2.25	1,425	1,671
204	2	2.25	1,386	1,664
301	2	2.25	1,823	2,240
302	2	2.25	1,828	2,195
TOTAL	**12 Bedrooms**	**13.50 Persons**	**10,218 SF**	**12,185 GSF**

[1]Total Gross Floor Area represents the interior space of each condominium unit plus appropriate allocations of the GCE and LCE

SECTION 6A
PHASE 1 DEVELOPMENT SUMMARY &
CALCULATION OF CREDITS OR DEFICIENCIES
APPLICABLE TO THE CONSOLIDATED PHASES 2 & 3 DEVELOPMENT

TABLE 3 – PHASE 1 DEED RESTRICTED RESIDENTIAL UNITS

UNIT NO. Plat 1107	No. Bedrooms	No Persons Housed Per Town LDR Table 49440.A	Unit S.F. Interior Space	Total Gross S.F.[1]	Notes
100	Studio	1.25	458	561	**Employee Housing R**estriction – 541P311-314 561 s.f. per Housing Authority records and Deed Restriction
205	1 Bedroom	1.75	605	734	Per Employee based **Affordable Housing** Restriction 541P299-310 - a Category III Unit 734 s.f. per Housing Authority Records
206	1 Bedroom	1.75	619	762	Per Employee based **Affordable Housing** Restriction 541P299-310 - a Category II Unit 762 s.f. per Housing Authority Records
TOTAL	**2 + Studio**	**4.75**	**1,682 S.F.**	**2,057 GSF**	

SECTION 6A
PHASE 1 DEVELOPMENT SUMMARY &
CALCULATION OF CREDITS OR DEFICIENCIES
APPLICABLE TO THE CONSOLIDATED PHASES 2 & 3 DEVELOPMENT

TABLE 4 – PHASE 1 BUILDING SUMMARY (ABOVE-GRADE DEVELOPMENT ONLY) Plat 1107

CATEGORY	Interior SF Of Unit Or GCE SF	Gross SF[1]
Commercial Units 101-104 (Office Use)	6,485	7,552
Market Residential Units 201-204, 301 & 302	10,218	12,185
Employee Housing Unit 100	458	561
Affordable Housing Units 205 & 206	1,224	1,496
General Common Elements LCE (all property except Units and LCE)	3,409	
TOTAL	**21,794 SF**	**21,794 GSF**

[1] Gross Floor Area represents the interior space of each condominium unit plus appropriate allocations of the GCE and LCE

Note: the residential component = 14, 242 s.f. or 65% of the total Phase 1 Development of 21, 794 s.f.; therefore, Phase 1 exceeds the required 50% residential component to qualify the development for the bonus standards. (To qualify, the majority of the parking requirement must also be on site, which will be accomplished; see Section 8 of this Application Notebook.)

SECTION 6A
PHASE 1 DEVELOPMENT SUMMARY &
CALCULATION OF CREDITS OR DEFICIENCIES
APPLICABLE TO THE CONSOLIDATED PHASES 2 & 3 DEVELOPMENT

PHASE 1 AFFORDABLE HOUSING REQUIREMENT AND FUFILLMENT CALCULATION:
Based on regulations in effect at the time of the Phase I Development, 15% of the total occupants of the development were required to be housed in affordable units, 1/3 in each of 3 income categories.

Number of occupants (per numbers provided in Tables 2 and 3 above):

In Market Units:	13.50 persons
In Deed Restricted Units (Affordable & Employee):	4.75 persons
Total Persons Housed In Phase 1 Development	18.25 persons

15% of total of 18.25 persons = required persons 2.74 persons

2.74 persons / 3 = 0.9133 persons to be housed in each of Categories 1, 2, and 3 housing

SUMMARY OF PHASE 1 AFFORDBALE HOUSING EXCESS & DEFICIT:

INCOME CATEGORY	NO. PERSONS REQUIRED	NO. OF PERSONS HOUSED	DIFFERENCE
Category 1	0.9133	0	-0.9133
Category 2	0.9133	0	-0.9133
Category 3/ Employment Based	0.9133	3.5	+2.5867

Based on Town approval of a modification of the Phase 1 Housing Mitigation Plan, the affordable units approved and constructed for Phase 1 were first changed from one - Category 1 and one Category 3 Unit to two Category 2 Units and subsequently to Employee Based Units with the understanding that the subsequent phases of the development would provide for the construction of one Category 2 Unit to satisfy the Phase 1 Affordable Housing requirement. Stacy Stoker of the Teton County Housing Authority has agreed that **Phase 1 has a deficit of one (1) Category 2 Unit, which is required to be constructed as part of the Consolidated Phases 2 & 3 development.**

See Section 7 of this Application Notebook for a discussion of the satisfaction of this deficit.

PHASE 1 EMPLOYEE HOUSING REQUIREMENT AND FUFILLMENT CALCULATION:

Based on the regulations at the time of the development the requirement for employee housing was as follows:

7,552 s.f. X .03 X .001 = 0.227 employees required to be housed

The employee credit as originally calculated in the Master Plan was 1.336

EXCESS PHASE I EMPLOYEE HOUSING

credit as calculated above	1.336	
employee housing provided in Phase 1	1.25	
	2.586	persons credited through Phase 1
Phase 1 Requirement	- 0.227	
	2.359	persons to credit against requirement for Consolidated Phases 2 and 3*

*Per the Master Plan, the Consolidated Phase 2 and 3 Employee Housing Requirement is to be determined based on the current Town Land Development Regulation, which establishes a square footage employee housing requirement instead of a number of employees to be housed.

Based on a 2014-11-06 Memorandum form Stacy Stoker of the Teton County Housing Authority to Paul Anthony, Town Principal Planner, the calculation for the conversion from required persons to be housed to required square footage of employee housing is as follows based on Town of Jackson Land Development Regulations (LDRs) effective January 1, 2014:

- The minimum size of an Employee Housing Unit per Division 6.3 F.4. of the LDRs is 400 S.F.
- Division 7.4.2.E.1 specifies that a studio unit houses 1.25 persons
- 400 S.F. ÷ 1.25 persons = 320 S.F. per person
- **320 S.F. X 2.359 persons = 754.88 S.F. Employee Housing Credit for Consolidated Phases 2 and 3**

See Section 7 of this Application Notebook for a calculation of the employee housing requirement for Consolidated Phases 2 & 3.

SECTION 6B
JUSTIFICATION FOR APPLICATION OF PMD BONUS DEVELOPMENT STANDARDS

Prepared January 21, 2015; Revised February 3, 2015

The following standards were established by the PMD Regulations in effect at the time of the Master Plan approval for PMDs in the Urban Commercial District in which this project is located:

Development Standard	Base Standard Set By PMD Regulations For PMDs In UC District	Bonus Standard Established By PMD Regulations For PMDs In UC District
Average Floor Area Ratio	1.83	2.00
Maximum Building Height	42’	46’
Minimum Landscape Surface Ratio	0	0
Minimum Lot Area S.F.	22, 500 s.f.	22, 500 s.f.

The PMD regulations allowed an applicant to propose Bonus Development Standards provided any two of the following criteria were met:

1. The master plan proposes 50% or more of the total square footage as residential or lodging uses (within the LO);
2. The master plan proposes subgrade parking to satisy the majority of the parking requirement (excepting surface spaces for loading/unloading or similar short term uses);
3. The master plan proposes to exceed the required affordable and or employee housing requirements (not including allowable credits) by at least 20%;
4. The master plan includes design and/or use features that substantially advance the goals of the Transportaion Plan with its Town as Heart of the Region policy.

The only base PMD standard that is not met by this project is the Maximum Building Height. As originally approved, the Master Plan proposed 3 separate buildings: Building A(easternmost) with a height of 42’to be built in Phase 1; Buidling B (middle) with a height of 46’ to be built in Phase 2, and Building C (westernmost) with a height of 42’to be built in Phase 2. A prior Master Plan Amendment allows for the consolidation of Buildings B and C (i.e. Phases 2 and 3) into one building. A Master Plan Amendment now being applied would allow for this consolidated building to have a maximum height of 46’ with certain provisions. (See Section 2 of this Application Notebook.)

This criteria for this bonus standard is met by the project because:

- The majority of the on-site parking provided for this project, 67 out of 87 spaces will be sub-grade. See accompanying Architecture Plans and Section 8 of this Application Notebook.
- More than 50% , at least 63% of the total square footage of the project will be residential or lodging use as indicated in the calculation found in Section 5D of this Application Notebook.

SECTION 6C

STATEMENT OF CONSISTENCY OF
CONSOLIDATED PHASES 2 & 3
WITH PRINCIPLES AND POLICIES OF THE COMPREHENSIVE PLAN

Prepared January 21, 2015; Revised February 3, 2015

The subject of the Final Development Plan being applied for represents the final phases of the approved Pearl and Willow Planned Mixed Use Development Master Plan (hereinafter referred to as the Master Plan) adopted in 2001. Section 2325 E of the now repealed Planned Mixed Use Development Regulations states that a PMD Master Plan can be approved only if it meets the finding that it is consistent with the goals and objectives of the Jackson /Teton County Comprehensive Plan. Therefore, the Town's approval affirmed that the Master Plan was consistent with the Comprehensive Plan in effect at the time. As the Final Development Plan now under consideration is in accord with the approved Master Plan (except for a minor changes that meet standards established by the PMD regulations, or current / proposed Town of Jackson standards, as detailed in Sections 2A, 5C, 5D and 6D of this Application Notebook), this grandfathered project meets the requirement of being consistent with the Comprehensive Plan goals and objectives under which the Master Plan was approved.

Further, this project is in accord with goals and objectives of the current Jackson | Teton County Comprehensive Plan adopted in April of 2012. The project is located in Vision District 2: Town Commercial Core, Downtown (Subarea 2.3) as illustrated and described in that Comprehensive Plan.

The goal for the Town Commercial Core District and the Downtown sub-area is the creation of a vibrant pedestrian oriented mixed use district with a variety of residential and non-residential uses.

- This project is in accord with the stated goal.
- The mix of uses including office, retail, market residential units available for short-term rental, and employee and affordable housing will contribute to a vibrant year-round downtown population that will keep downtown streets alive in the evening.
- The central courtyard, sidewalk design, and underground parking will contribute to the creation of a pedestrian oriented downtown by evoking an inviting pedestrian friendly environment.

SECTION 6C
STATEMENT OF CONSISTENCY OF
CONSOLIDATED PHASES 2 & 3
WITH PRINCIPLES AND POLICIES OF COMPREHENSIVE PLAN

This project does not conflict with any of the policy objectives of the envisioned District and specifically is in accord with the following Common Value 2: Growth Management Objectives:

4.1.b: Emphasize a variety of housing types, including deed restricted housing;

4.2.c: Create vibrant walkable mixed use subareas;

4.2.f: Maintain lodging as a key component in the downtown;

and with the following Common Value 3: Quality of Life Objectives:

5.2.d: Encourage deed-restricted rental units;

6.2.b: Support businesses located in the community because of our lifestyle;

6.2.a: Ensure year-round economic viability.

A goal of the Downtown subarea is to have mixed use structures with commercial activity on the first and second floors and residential and lodging uses on the upper floors. This project is in accord with that goal. Retail and office use will be allowed in first floor units. Second floor units include employee and affordable housing as well as units allowed for either market residential or office use. Third and fourth floor units are dedicated to market residential use. All market residential units are available for short-term rental.

Other goals of the Downtown subzone met by this project include:

- Buildings should meet good urban design principles including massing. The step back of the upper floor of the building Peal Avenue frontage meets this goal, as does the canopy over the sidewalk that affords the building a human scale

- Emphasis should be placed on adding improvements focusing on the pedestrian experience. The attractive project sidewalks, street trees and pedestrian courtyard meet this goal.

- On-site parking should be predominately underground or screened from view. All on-site parking will either be underground or under a portion of the Consolidated Phases 2 & 3 building.

APPLICATION NOTEBOOK
PEARL AND WILLOW PLANNED MIXED USE DEVELOPMENT
MASTER PLAN AMENDMENTS Related To
And
FINAL DEVELOPMENT PLAN For
CONSOLIDATED PHASES 2 & 3

SECTION 6D
STATEMENT OF COMPLIANCE OR CONSISTENCY WITH
ORIGINAL & AMENDED AFFIDAVITS AFFECTING TITLE
(Teton County Records: Book 468 of Photo, pages 1190-1195 & Book 808 of Photo, pages 754-758, respectively)
INCLUDING
MASTER PLAN CONDITIONS OF APPROVAL

Prepared January 21, 2015; Revised February 3, 2015

AFFIDAVIT AFFECTING TITLE STIPULATION	STATEMEMENT OF COMPLIANCE
Affidavit recorded in 468P1190-1195: The Master Plan approval is for the development and construction of a Mixed Use Project consisting of a total of 60, 726 square feet of above grade development with proposed phases as follows: a. Phase 1 may include up to 22, 300 square feet of office/retail building (which may include a residential component) and a below grade parking structure b. Phase 2 may include up to 21, 000 square feet of office/retail building and a below grade parking structure. c. Phase 3, which may be, at the election of owner*, constructed in conjunction with Phase 2, shall include a four story mixed use building with office/retail on the first floor, affordable housing on the second floor and market rate housing on the third and fourth floors together with the completion of the below grade parking garage structure. *amendment of Affidavit Affecting Title recorded in 808 of Photo, pages 754-758 addresses the consolidation of Phases 2 and 3 into one development project.	This stipulation is being met. See Section 6A of this Application Notebook for a summary of the Phase1 development. 21,794 square feet were developed in Phase 1. See Section 5C of this Application Notebook for a summary of the proposed Consolidated Phases 2 and 3 development, and the accompanying Architecture Plans and Engineering Drawings for additional details. Pursuant to the Planned Mixed-Use Development Regulations under which the Master Plan was approved, square footage devoted to either employee or affordable housing does not count toward the allowed above-grade development square footage. 60,726 s.f. Total Allowed PMD Master Plan Development - 21,794 s.f. Total Phase 1 Development + 561 s.f. Phase 1 Employee Housing Unit + 734 s,f. Phase 1 Affordable Housing Unit + 762 s.f.² Phase 1 Affordable Housing **40,989 s.f Remain for Development** 40,205 square feet , excepting employee and affordable housing, are proposed for development above ground in Consolidated Phases 2 and 3. Consolidated Phases 2 & 3 will consist of a four story mixed use building with units and underground parking as described in the Affidavit in Book 468 of Photo.
Affidavit recorded in 468P1190-1195: The Planned Mix Use Development Ordinance pursuant to which the Planned Mix Use Development Master Plan has been approved requires that not less than 30% of the total authorized above grade structure be devoted to residential use and also requires below grade parking of reach phase of the project, both of which must be met to entitle the total square footage and building height as set forth in the Conditions of Approval	This stipulation is being met. . See Section 5 of this Application Notebook for the calculation showing compliance with the requirement for 30% residential use. Below grade parking was provided with the Phase 1 development. An expansion of the existing structure will be constructed for the Consolidated Phases 2 & 3 development. See the accompanying Architecture Plans and Engineering Drawings for details.

SECTION 6D
STATEMENT OF COMPLIANCE OR CONSISTENCY WITH
ORIGINAL & AMENDED AFFIDAVIT AFFECTING TITLE
INCLUDING
MASTER PLAN CONDITIONS OF APPROVAL

AFFIDAVIT AFFECTING TITLE STIPULATION	STATEMEMENT OF COMPLIANCE
Affidavit Amendment recorded in 808P 754-58: 1. The phasing plan on Lot 3 [Plat 1106] shall be consolidated so that Phase 2 and 3 shall be constructed in a single construction project. 2. The deadline to submit a Final Development Plan for Lot 3 [Plat 1106] shall be extended three (3) years to February 6, 2015. Within two (2) years from the date the final Development Plan is approved, an application for building permit shall be filed with the Jackson building Department for construction of the improvements authorized by the approved Final Development Plan. 3. Except as expressly modified herein, the standards and conditions of the PMD Master Plan as set forth in the Original Affidavit shall govern and control the standards and conditions of approval of the PMD Master Plan.	These stipulations are being met, except as indicated below. This Final Development Plan Application is for Consolidated Phases 2 and 3, and has been submitted in advance of the February 6, 2015 deadline. A building permit application for this project will be submitted within two years of the date of approval of the Consolidated Phases 2 & 3 Final Development Plan Except as stated in the referenced Affidavit Amendment and per amendments to the Master Plan that are being processed concurrently with the Final Development Plan Application for Consolidated Phases 2 & 3, the standards and conditions of the original PMD Master Plan have been and are being complied with.

MASTER PLAN CONDITION OF APPROVAL AS ENUMERATED IN SECTION 5 OF AFFIDAVIT AFFECTING TITLE 468P1190-1195	STATEMEMENT OF COMPLIANCE
1. Prior to building permit issuance for Building B, an agreement for securing affordable housing pursuant to Division 49400 (Residential Affordable Housing Standards) of the Town of Jackson Land Development Regulations shall be executed and the agreement shall be recorded in the Teton County, Wyoming real property records.	This condition will be met. All required affordable housing will be on-site. Instruments establishing appropriate restrictions on the affordable units developed as part of Phase 1of this project were recorded in the Teton County Clerk's Office in Book 541 of Photo, pages 299-310, and amended by instruments in Book 557 of Photo, pages 790-792, and Book 581 of Photo, pages 757-771. A similar instrument will be recorded against the affordable unit to be built as part of the Consolidated Phases 2 & 3 development. See Section 7 of this Application Notebook for the proposal for satisfaction of the affordable and employee housing requirement for the entire project.

SECTION 6D
STATEMENT OF COMPLIANCE OR CONSISTENCY WITH
ORIGINAL & AMENDED AFFIDAVIT AFFECTING TITLE
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MASTER PLAN CONDITION OF APPROVAL AS ENUMERATED IN SECTION 5 OF AFFIDAVIT AFFECTING TITLE 468P1190-1195	STATEMEMENT OF COMPLIANCE
2. Prior to the issuance of a building permit for Building B, an agreement for securing employee housing pursuant to Division 49500 (Employee Housing Standards) of the Town of Jackson Land Development Regulations shall be executed and the agreement shall be recorded in the Teton County, Wyoming real property records.	This condition will be met. All required employee housing will be on-site The employee housing unit developed in Phase 1 of this project is subject to the Occupancy Deed Restriction and Agreement for Employee Housing in Book 541 of Photo, pages 3121-314. A similar instrument will be recorded against the employee units to be built as part of the Consolidated Phases 2 & 3 development. See Section 7 of this Application Notebook for the proposal for satisfaction of the employee housing requirement for the entire project.
3. An exterior lighting plan shall be submitted to and approved by the Planning Department prior to the issuance of any building permit for the project.	A preliminary lighting plan is included in the Architecture Plans submitted in conjunction with this Application Notebook. This condition will be fully met upon application for a building permit.
4. The applicant should endeavor to provide functional entrances along the Pearl Ave. frontage of the project in conjunction with the submission of a Final Development Plan for each phase of the project.	This condition has been met. Refer to the Architecture Plans submitted in conjunction with this Application Notebook.
5. The applicant and staff shall closely examine the use of the proposed exterior materials terra cotta or ceramic tile and stained cast in place or integrally colored concrete to determine whether a mix of additional building materials should be used in combination with these two materials in conjunction with the Final Development Plan reviews for each phase of this project.	See Sheet A3.1of the Architecture Plans submitted in conjunction with this Application Notebook for proposed exterior materials, which are compatible with the Phase 1 building exterior.
6. The applicant shall be required to stipulate how all requirements for each individual phase will be satisfied along with the amount of on and off site improvements that are planned to be completed for each phase, as part of the submission for a Final Development Plan. Said analysis shall address comments identified by the Transit Department dated June 16, 200 [Those comments pertain to a recommendation that a transit stop be built for the project to allow Start to provide service to the area]	This condition is met. See Sections 5, 7, and 8 of this Application Notebooks for statements of satisfaction of specific requirements. Michael Wackerly, Executive Director of the County Transit Department, stated in a phone conversation with Francesca Paolucici-Rice of Jorgensen Associates on January 12, 2015 that a new transit stop is not necessary at the project location. He stated that bus routes in the area now have adequate stops within a short distance of the project. There is a stop to the east near the corner of Pearl Avenue and Jean Street, a stop a block to the south at the County Administration building, and a stop two blocks to the west at the corner of South Cache Street and Pearl Avenue.

SECTION 6D
STATEMENT OF COMPLIANCE OR CONSISTENCY WITH
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MASTER PLAN CONDITIONS OF APPROVAL

MASTER PLAN CONDITION OF APPROVAL AS ENUMERATED IN SECTION 5 OF AFFIDAVIT AFFECTING TITLE 468P1190-1195	STATEMEMENT OF COMPLIANCE
7. The applicant shall revise the proposed traffic study to include an analysis and recommendations on pedestrian, bicycle and public transportation where appropriate in conjunction with the submittal of the first Final Development Plan.	This condition was met with the submittal of the Final Development Plan for Phase 1.
8. All conditions identified by the Pathways Department in their letter dated June 15, 2001 shall be satisfied in conjunction with the submittal of each Final Development Plan as follows:	
a. The applicant shall revise the proposed site plan to eliminate the proposed diagonal parking along Pearl Avenue. Said parking shall be replaced by parallel parking spaces pursuant to requirements of the Town's Land Development Regulations. Proposed improvements along the north side of Pearl Avenue; within the Town right-of-way, should be consistent with the concepts generated at the recently held design Charrette. This included a ten foot wide attached sidewalk, including street trees, adjacent to the subject property's south property line.	This condition has been met. See Sheet A2.2 of the accompanying Architecture Plans and Sheet C3.1 of the accompanying Engineering Drawings.
b. A covered walkway/canopy, with support columns is proposed along the south elevation. If a canopy is constructed the support columns/bases should be as narrow as possible or ideally eliminated. The support poles and accompanying base constrict sidewalk width and obstruct pedestrian flow. If the covered sidewalk is built where currently proposed, a public access easement will be required across the sidewalk corridor.	For consistency of design with the Phase 1 development, an overhang with support columns has been included in the Consolidated Phases 2 & 3 building design. Column bases have been designed to match the Phase 1 development. This design is consistent with the 2004 Town of Jackson Design Guidelines that states that canopies shall be utilized over sidewalks on property lines to give buildings a human scale. A public sidewalk easement similar to that created by Plat 1106 for the Phase 1 development will be granted for this development. See Sheet C3.1 of the accompanying Engineering Drawings.
c. Based on the "Main Level" site plan it appears that the street corridor treatment along the Willow Street side will include a five foot detached sidewalk with a five foot landscape strip adjacent to the curb. If this is not the case the section should be revised to reflect this configuration.	This condition was fulfilled with the Phase 1 development.

SECTION 6D
STATEMENT OF COMPLIANCE OR CONSISTENCY WITH
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INCLUDING
MASTER PLAN CONDITIONS OF APPROVAL

MASTER PLAN CONDITION OF APPROVAL AS ENUMERATED IN SECTION 5 OF AFFIDAVIT AFFECTING TITLE 468P1190-1195	STATEMEMENT OF COMPLIANCE
9. The applicant shall ensure that the proposed affordable housing units meet the minimum unit size of approximately 850 square feet as per Teton County Housing Authority Regulations for minimum net livable area. The applicant shall provide a detailed discussion and justification for any unit sizes proposed not meeting the requirements as stated above for the review and approval by staff and Town Council.	The 850 square foot minimum referenced in this condition is for a two-bedroom unit. The Affordable Units developed in Phase 1 are one bedroom units, which are required to be a minimum of 600 square feet The net livable space of Unit 205, Plat 1107 is 605 s.f. and that of Unit 206, Plat 1107, is 619 square feet. The phase one studio has 458 square feet of net livable space, which exceeds the required minimum of 400 square feet. The Affordable Unit proposed to be developed as part of Consolidated Phases 2 & 3 is a one bedroom unit proposed at 817 square feet of net livable area.
10. The applicant shall post and stripe the proposed one way entry and exit ramps “one way only”.	This condition will be met.
11. The applicant shall pay a fee in lieu of parking for 16 parking spaces in the amount of $43,000.00 to the Town of Jackson. The amount required per Phase shall be provided as part of the Final Development Plan submission for each phase.	This condition has been met
12. The applicant shall ensure that each phase of the Master Plan meets the requirements of Section 2325.D.13 of the Land Development Regulations regarding required mixes of residential and nonresidential uses provided onsite. The applicant shall as part of each Final Development Plan submit a break down of the proposed onsite uses to be reviewed and approved by staff.	This condition has been met.

SECTION 6D
STATEMENT OF COMPLIANCE OR CONSISTENCY WITH
ORIGINAL & AMENDED AFFIDAVIT AFFECTING TITLE
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MASTER PLAN CONDITION OF APPROVAL AS ENUMERATED IN SECTION 5 OF AFFIDAVIT AFFECTING TITLE 468P1190-1195	STATEMEMENT OF COMPLIANCE
13. The applicant shall meet all requirements of the Town Engineer as follows:	
a. It is recommended that the design of the underground parking area be revised to allow one-way flow of traffic thru the parking structure. This would be accomplished by lowering the northeast portion of the parking area such that it can be connected to the westerly parking area under the access ramp.	This recommendation is not viable because of the clearances required. Adequate two-way traffic is provided within the parking structure. After evaluating this recommendation during preliminary design of the parking structure expansion, the applicant determined that removal of only one existing wall section of the existing parking structure would provide for adequate traffic flow within the entire structure and allow for additional parking spaces as well as retention of a Phase 1 storage area. See Sheet A2.1 of the accompanying Architecture Plans.
b. In addition the design shall be revised to include a chamfered corner along the northeast corner of the exit ramp. This shall be designed to allow exit-turning movements to be completed without encroaching into the inward bound lane.	This condition has been met. See Sheet A2.2 of the accompanying Architecture Plans.
c. During the first phase of this project, the underground egress/ingress ramp to the parking structure shall include a signalized access ramp. The design of the same shall be approved by the Town prior to Final Development Plan approval.	This condition does not apply as there are separate ingress and egress ramps. There are no conflicting traffic movements on these ramps.
d. Prior to issuance of a Final Development Plan in Phase 2, the sewer easements will be provided by the applicant in conjunction with a design for the 8” sewer main on the west side of the property and the relocation costs will be borne by the applicant, but cost sharing consideration, if any will be discussed during the Final Development Plan.	This condition is being met. See a draft easement instrument in Section 10 of this Application Notebook, and design information for the relocation of the sewer main on Sheet A2.1of the accompanying Architecture Plans and in the accompanying Engineering Drawings.
e. In conjunction with the proposed Final Development Plan, additional information regarding the storm water system shall be provided. This shall include but not be limited to: a preliminary design layout of the onsite storm water system, storm water treatment systems proposed as may be necessary, detention systems, discharge controls and the locations(s) of connections to the Town system.	This condition was met for Phase1 and is being met for Consolidated Phases 2 and 3. See the accompanying Engineering Drawings.

SECTION 6D
STATEMENT OF COMPLIANCE OR CONSISTENCY WITH
ORIGINAL & AMENDED AFFIDAVIT AFFECTING TITLE
INCLUDING
MASTER PLAN CONDITIONS OF APPROVAL

MASTER PLAN CONDITION OF APPROVAL AS ENUMERATED IN SECTION 5 OF AFFIDAVIT AFFECTING TITLE 468P1190-1195	STATEMEMENT OF COMPLIANCE
f. Improvements along the property frontage with Pearl Avenue and Willow Streets shall be completed as a requirement of this development. The improvements shall be consistent with the conceptual plans completed by the Town or as otherwise authorized by the Town.	This condition will be met. See the accompanying Engineering Drawings.
g. It is anticipated that at a minimum, sidewalk improvements, storm water systems, curb/gutter modification, roadway improvements, landscaping and lighting shall be installed along Pearl Avenue and Willow Street. A conceptual plan indicating these improvements shall be provided for review, comment and approval in conjunction with the first Final Development Plan.	This condition was met for the Phase 1development and will be met for the Consolidated Phases 2 & 3 development. See the accompanying Architecture Plans and Engineering Drawings.
h. Prior to acceptance of the provided water system analysis, current filed (sic) fire flow tests shall be completed to verify the "base" information used. These fire flow tests shall be completed under the supervision of the Fire Marshall and the Town Engineer. It is recommended that the fire flows be completed under similar system conditions as that used in the hydraulic modeling. This shall be provided in conjunction with the first Final Development Plan.	This condition was met for the Phase 1 development. A fire system water modeling for Consolidated Phases 2 & 3 will be submitted along with the building permit application.
14. The applicant shall revise the proposed site plan to eliminate the proposed diagonal parking along Pearl Avenue. Said parking shall be replaced by parallel parking spaces pursuant to requirements of the Town's Land Development Regulations.	This condition has been met. There will be mo diagonal parking along Pearl Avenue.

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SECTION 7
HOUSING MITIGATION PLAN CONSOLIDATED PHASES 2 & 3

Prepared January 21, 2015; Revised February 3, 2015

EMPLOYEE HOUSING

Consolidated Phases 2 & 3 will contain commercial and residential units, which as allowed in the Lodging Overlay Zone in which the PMD is located will be available, at the discretion of each residential unit owner, for short-term rental; therefore, Consolidated Phases 2 & 3 will generate an Employee Housing requirement rather than an Affordable Housing requirement.

Pursuant to the PMD Master Plan Approval, the calculation below of the required employee housing is based on regulations currently in effect, specifically Division 6.3 of the 2015-01-01 Town Land Development Regulations. In addition, to assure that the employee housing requirement is met for the optional uses allowed on the first floor (retail or office use) and second floor (market residential available for short-term rental or office use), the calculation below assigns the use option to each unit that generates the maximum employee housing requirement.

Use Category	S.F. Of Proposed Use	Required Employee Housing Habitable Floor Area Per 1000 S.F. Of Use	Total Required Employee Housing Floor Area
Retail [1] (Units 101 & 102)	6,062 S.F. [3]	156 S.F.	+945.67 S.F.
Market Residential - Short-Term Rental[2] (2nd Floor Units 201-205)	10,517 S.F [3]	47 S.F.	+494.30 S.F.
Market Residential – Short Term Rental[2] (3rd & 4th Floor Units 301-306 & 401-405)	23,626 S.F. [3]	47 S.F.	+1,110.42 S.F.
	40,205 S.F.[3]		2,550.39 S.F.
Phase 1 Credit			-754.88 S.F.[4]
TOTAL REQUIRED EMPLOYEE HOUSING			**1,795.51 S.F**

[1] The option to use this space for offices, which would require only 14 s.f. of employee housing / 1,000 s.f. of use, is allowed under this Final Development Plan; however, to meet the maximum possible employee housing requirement the calculation for this space is based on its use as retail space.
[2] This option to use this space for offices, which would require only 14 s.f. of employee housing / 1,000 s.f. of use, is allowed under this Final Development Plan; however, to meet the maximum possible employee housing requirement the calculation for this space is based on its use for short-term rental residential purposes.
[3] S.F. indicated was measured from exterior wall to exterior wall or to middle of shared wall as appropriate and includes associated circulation and use areas. For Square Footage of individual units see Section 5D of this Application Notebook and accompanying Architecture Plans.

[4] For calculation of this credit, which resulted from the construction of more employee housing than was required in the Phase 1 development, see the Phase 1 Development Summary, Section 6A of this Application Notebook.

Two Employee Housing Units will be developed as part of Consolidated Phases 2 & 3, which as shown below exceed the 1,795.51 s.f. requirement:

Unit 207 (2-bedroom) =	1,055 s.f
Unit 208 (1-bedroom) =	943 s.f.
- s,f, over 800 s.f. max credit for a 1-bedroom unit =	-143 s.f.
	1,855 s.f.
1st & 2nd Floor Employee Housing Circulation Area* =	382 s.f.
Total S.F. Attributable to Employee Housing =	**2,237 s.f**.

AFFORDABLE HOUSING

To satisfy a Phase 1 issue, one - Category 2 Affordable Housing Unit will also be developed as part of Consolidated Phases 2 & 3, Unit 206 containing 817 s.f. plus circulation area of 122 s.f.*, for a total of 939 s.f. attributable to this affordable housing unit, which exceeds the 600 s.f. minimum required for a one bedroom affordable unit. The number of persons housed in the 2 one-bedroom Affordable Housing Units constructed in Phase 1 exceeded the requirement for the number of persons to be housed. However, based on Town approval of a modification of the Phase 1 Housing Mitigation Plan after the units were constructed, the affordable units approved for Phase 1 were first changed from one Category 2 Unit and one Category 3 Unit to two Category 3 Units and subsequently to Employee Based Units with the understanding that the subsequent phases of the development would provide for the construction of one Category 2 Unit to satisfy the Phase 1 Affordable Housing requirement. See Section 6A of the Final Development Plan Notebook for further explanation.

*The Teton County Housing Authority Guidelines define Habitable Floor Area as floor area used for living purposes, usually having access to heat, plumbing, and electricity. It includes foyers, hallways, restrooms, closets, storage, and other common areas within a building. It does not include mechanical rooms, elevators and fireplaces. Habitable floor area is measured either from the exterior of the faces of the building or the exterior limits of any interior wall that separates habitable floor area from non-habitable floor area, whichever is applicable.

SECTION 8
REQUIRED NUMBER OF PARKING SPACES (VEHICLE , DISABILITY & BICYCLE)

Prepared January 21, 2015; Revised February 3, 2015

REQUIRED NUMBER OF VEHICULAR PARKING SPACES:

As agreed upon during prior discussions with Town of Jackson Planning Staff, the following calculation is based on the project as a whole, on parking requirements proposed for adoption by the Town of Jackson in 2015, and the proposed development scenario alternative for this project that would require the maximum number of parking spaces. Refer to Section 2A of this Application Notebook for the Master Plan Amendment that allows for this method of calculation.

Use Category/ Credit Class	Required Parking Spaces	Phase 1 Use	Consolidated Phases 2 & 3 Use	TOTAL USE ALL PHASES	TOTAL SPACES REQUIRED TO BE CONSTRUCTED WITH NEW DEVELOPEMENT
Retail	4.5 / 1 ,000 S.F.	0.00 S.F.	6,062 S.F.[1]	6,062 S.F.[1]	+27.28 Spaces
Office	3.3 / 1,000 S.F.	7,552 S.F.[1]	10,518 S.F.[1]	18,070 S.F [1]	+59.63 Spaces
Residential Market Units	1 / DU	6 Units	11 Units	17 Units	+17.00 Spaces
Employee Housing Units	1 / DU	1 Unit	1 Unit	2 Units	+2.00 Spaces
Affordable Housing Units	1 / DU	2 Units	1 Unit	3 Units	+3.00 Spaces
Credit For Spaces Constructed In Phase 1					-25.00 Spaces
Prior Use Credit[2]					-31.00 Spaces
Fee–In-Lieu Credit[3]					-16.00 Spaces
					36.91 Spaces = 37

SECTION 4
PARKING SPACE REQUIREMENT

[1] Gross S.F. indicated was measured from exterior wall to exterior wall or to middle of shared wall as appropriate and includes associated circulation and use areas; see Section 5D of this Application Notebook for project square footage summaries.

[2] See Section 2B Exhibit D of this Application Notebook for the Master Plan calculation of this credit.

.

[3] Based on a payment of $43,000 to the Town of Jackson upon approval of the Phase 1 Final Development Plan per Resolution 94-24 in effect at that time, which equated the parking spaces to fees-in-lieu as follows: up to 4 spaces = $1,000 each, up to 10 spaces = $2,500 each and up to 20 spaces = $4000 each. Therefore:

4	X	$1,000	=	$4,000
6	X	$2,500	=	$15,000
6	X	$4,000	=	$24,000
16 spaces			=	$43,000

The equivalency of 16 spaces to the payment of $43,000 is affirmed by the Master Plan condition of approval listed as condition 11 in the Affidavit Affecting Title of record in the Teton County Clerk's Office in Book 468 of Photo, pages 1190-1195; see Section 6D this Application Notebook .

The current Town Land Development Regulations state that sites for which a fee-in-lieu was once paid will be entitled to a credit for that number of spaces in calculation of new parking requirements.

Per the calculation above, 37 additional spaces would be required for Consolidated Phases 2 & 3. 62 Spaces are proposed for construction; 24 spaces in excess of the requirement. 20 spaces will be provided on the main level, which can either be accessed from Pearl Avenue of from the alley on the north side of the project. 42 spaces will be provided in the expansion of the Phase 1 underground parking structure. See Sheets A2.1and A2.2 of the accompanying Architecture Plans.

REQUIRED DISABILITY VEHICULAR PARKING SPACES
Of the total of 87 parking spaces provided in this PMD, 4 disability spaces are proposed (see accompanying Architecture Plans Sheet A2.1 and A2.2) for construction as part of the Consolidated Phases 2 & 3 development, which meets the requirement established by Section 6.2.2D of the current Town Land Development Regulations of 4 spaces for a project that provides a total of 76-100 total spaces.

REQUIRED BICYCLE PARKING SPACES:
At the time of the approval of the Master Plan no bicycle parking requirements were in effect. However, the Master Plan proposed to provide a total of 20 bicycle parking spaces, 10 in Phase 1 and 10 in Phase 2. The current Town Land Development Regulations require 1 bicycle parking spaces for every 10 vehicle spaces required. Assuming all 87 spaces plus the 16 spaces for which a fee-in-lieu was provided are required, then 11 bicycle parking spaces would be required under the current regulations.

10 spaces were provided with the Phase 1 development adjoining the Phase 1 building. With the Consolidated Phases 2 & 3 development, those spaces will be relocated, and a minimum of 10 additional spaces installed, all as shown on Sheet A2.2 of the accompanying Architecture Plans.

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WOMACK & ASSOCIATES, INC.
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• Geotechnical Engineering • Geology

July 18, 2014

Dave Larson / Phelps Swift
155 E. Pearl Ave.
Jackson, WY 83001

RE: GEOTECHNICAL INVESTIGATION REPORT, PROPOSED PEARL & WILLOW PHASE 2, JACKSON, WYOMING

Dear Mr. Larson and Mr. Swift:

We are pleased to present this geotechnical investigation report for the proposed new buildings of Phase 2 at the Pearl and Willow complex in Jackson, Wyoming. The report describes site conditions and presents conclusions and recommendations to support design and construction of foundation elements. In summary, the site is underlain by relatively thick layers of soft sandy clay and silty clay near the surface and by medium dense to dense sandy gravel and cobble deposits at depth. The clayey material should be removed and replaced with structural fill, or deep foundations should be placed below the clayey layers. The stony material underlying the clay should provide adequate support for the anticipated foundation loads or deep foundations.

Seasonal perched groundwater will necessitate water-proofing of the basement and installation of footing drains. Depending on the depth of the excavation, seepage may occur during construction and dewatering may be needed.

If you have any questions about this report, or if we may provide other services to you, please contact us. As the project progresses, we will be available to answer questions.

Respectfully submitted,

WOMACK & ASSOCIATES, INC.

Professional Engineer (Civil) WESLEY R. WOMACK 4958 Date WYOMING

Ray Womack 7/18/2014

Ray Womack, P.E., P.G.
Cc: Kevin Burke

Womack & Associates, Inc.
Geotechnical Engineering and Geology

GEOTECHNICAL INVESTIGATION REPORT
PEARL & WILLOW, PHASE 2
JACKSON, WYOMING

Prepared for:

Dave Larson / Phelps Swift
155 E. Pearl Ave.
Jackson, WY 83001

July 18, 2014

GEOTECHNICAL INVESTIGATION REPORT
PEARL & WILLOW, PHASE 2
JACKSON, WYOMING

Prepared for:

Dave Larson / Phelps Swift
155 E. Pearl Ave.
Jackson, WY 83001

Prepared by:

Womack & Associates, Inc.
PO Box 12650
Jackson, Wyoming 83002

July 18, 2014

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1.0 EXECUTIVE SUMMARY

The Pearl and Willow Phase 2 site is underlain near the surface by relatively thick layers of soft, potentially compressible and collapsible sandy and silty clay and by medium dense to dense sandy gravel and cobble deposits at depth. In the middle of the project site, soft to medium stiff silty clay with sand was encountered to a depth of about 15 to 16 feet below the existing ground surface. Fine-grained layers should be removed and replaced with engineered gravel fill or the building should bear on deep foundations. Care should be taken to assure that all clay lenses below footing elements are removed. Assuming that clay lenses are removed, allowable bearing capacity of 5,000 psf is recommended. Shoring may be required adjacent to existing buildings and utilities.

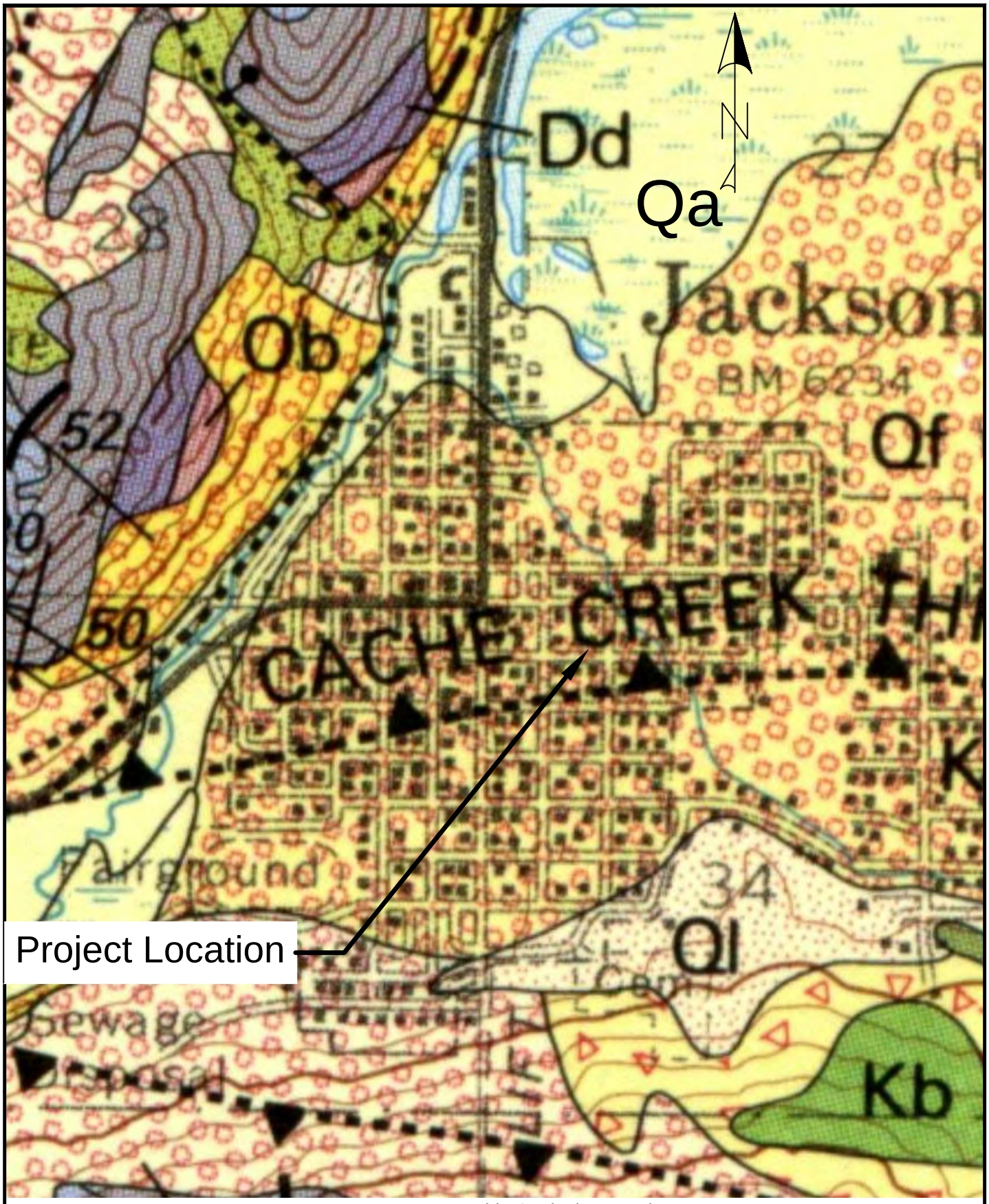
Static groundwater levels were measured at about 24.5 to 25 feet below the existing ground surface (bgs) during our field investigation in May 2014. Piezometers were installed in BH-1 and BH-2 to depths of 25-ft and 15-ft bgs respectively. Monitoring during the spring runoff season indicated seasonal levels of 24.5 feet bgs. A perched water table was observed for a short time in BH-2 at a depth of 14.4-ft bgs, likely the result of ephemeral surface infiltration pooling on the clay layer at that depth. Construction of an underground parking structure may necessitate installation of footing drains and floor sumps. Dewatering may be required during construction.

2.0 INTRODUCTION

Womack & Associates, Inc. (WAI), conducted a geotechnical investigation for the proposed new buildings and underground parking garage at Pearl and Willow Phase 2 in Jackson, Wyoming (Figure 1). The scope of services included exploration drilling, piezometer installation, engineering analyses, and furnishing this geotechnical report. The purposes were to investigate soil and groundwater conditions, evaluate soil-engineering properties, and to provide recommendations to support design and construction of foundation and drainage elements. The report presents the location maps, geological site conditions, cross-sections, borehole logs, laboratory data, engineering analyses, and recommendations. Test pit logs from the Phase 1 report (WAI, 2001) were also utilized in preparation of this report.

3.0 PROPOSED CONSTRUCTION

Plans provided to this office indicate construction of a multi-story, L-shaped building consisting of approximately 40,000 ft^2 of enclosed space on 3 floors with 20,000 ft^2 of underground parking. It is our understanding that the building will have concrete foundations consisting of heavily loaded support columns and perimeter spread footings with slab-on-grade for the underground parking. We have assumed that the floor slab elevation will be 6227, corresponding to footing elevation of 6226. Excavation depths will be about 14 feet below existing grade and will require vertical excavation to reach that depth.



SCALE: 1" = 1000 FT

Notable Geologic Deposits:
Ql - Loess (Wind Deposited) Qf - Alluvial Fan
Qc - Colluvium (Gravity Deposited) Qa - Alluvium

Geotechnical Site Investigation Phase 2 Construction Pearl and Willow Jackson, Wyoming	SITE LOCATION AND GEOLOGIC MAP	FIGURE 1

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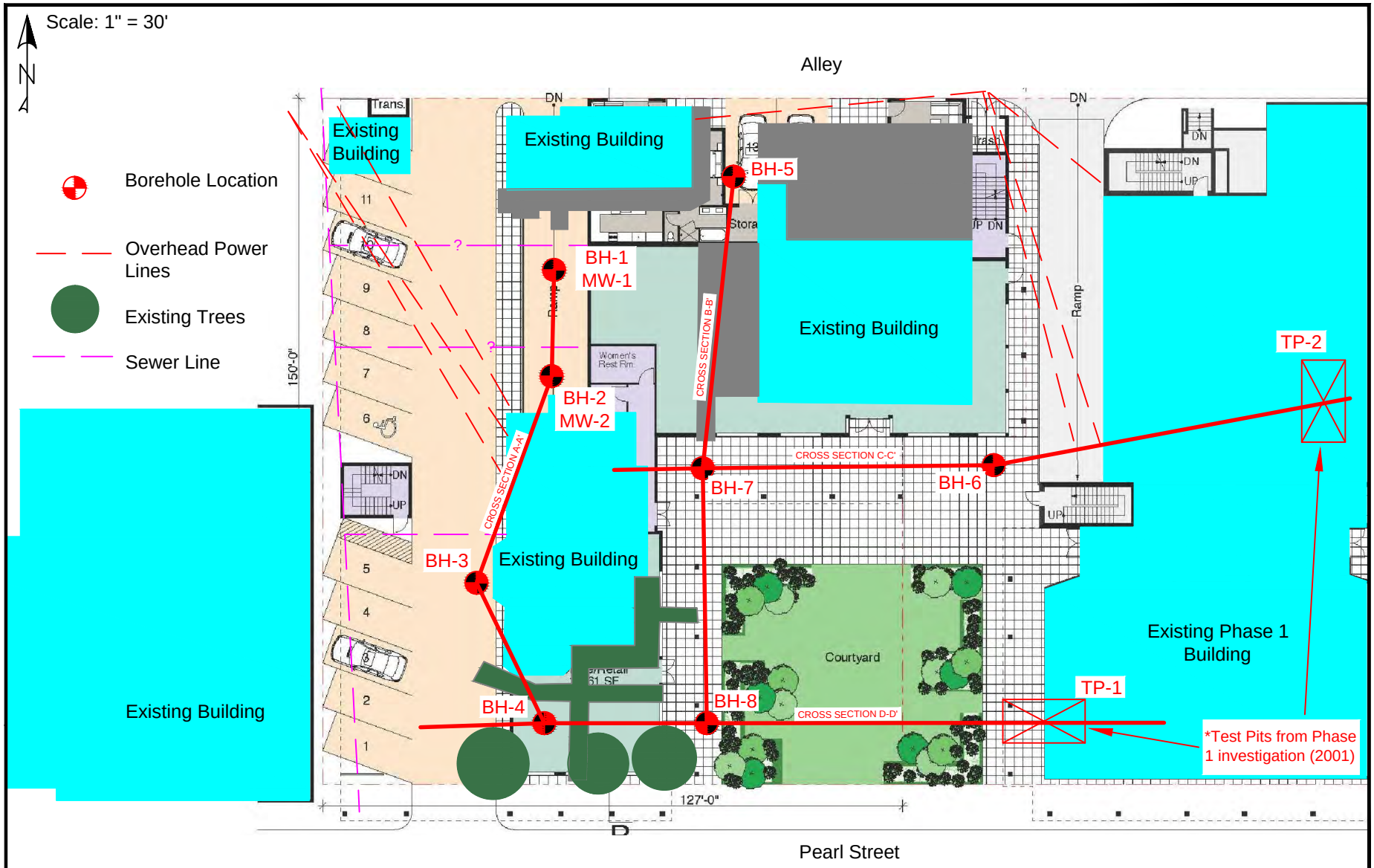

Geotechnical Site Investigation Phase 2 Construction Pearl and Willow Jackson, Wyoming	BORE HOLE LOCATION AND CROSS SECTION MAP	FIGURE 2

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4.0 INVESTIGATION PROCEDURES

4.1 Field Investigation

The field investigation was conducted on May 16th and 17th, 2014. A total of eight hollow stem auger borings were drilled to depths of 25 feet to observe subgrade soil and groundwater conditions, perform standard penetration tests, and obtain representative soil samples. Two standpipe piezometers were installed to depths of 25-ft (BH-1) and 15-ft (BH-2) to assess groundwater conditions. Borehole, test pit (WAI, 2001), and piezometer locations are shown on Figure 2. Descriptive logs of the borings and test pits are in Appendix A.

Soil type, thickness, consistency, and relative moisture content were documented by a Geotechnical Engineer. Borehole locations were selected by the engineer to best represent the proposed construction. Site conditions are variable and actual soil conditions encountered in the foundation excavation may differ somewhat from those represented in the borehole and test pit logs.

Standard penetration tests (SPT) were recorded and samples were obtained from all eight borings at 2.5 to 5-foot intervals. Blow counts for the Standard Penetration Test (field N-values) were adjusted for hammer efficiency and overburden stress as suggested by Youd and Idriss (1997 and 2001) and Fang (1991). The blow counts were adjusted to a standard hammer efficiency of 60% and overburden pressure of one atmosphere, to obtain the standard adjusted $(N_1)_{60}$ value in blows per foot (bpf).

Information from the geotechnical investigation of the Phase 1 project (Womack & Associates, 2001) was also utilized in preparation of this report and is appended.

4.2 Laboratory Analyses

Selected samples of fine-grained soils were tested for natural moisture content, Atterberg limits, and gradation analysis. Consolidation tests were also performed on two undisturbed samples of fine-grained soils. Laboratory test results are in Appendix B.

4.3 Report Preparation

The report describes the geological site conditions and includes site location and geologic maps as well as geologic cross sections, laboratory test results, and logs of the boreholes and 2001 Phase 1 test pits. The report also provides engineering analyses and recommendations for construction of foundation elements.

5.0 SITE CONDITIONS

5.1 Description

The proposed building site is located in the town of Jackson near Cache Creek (Figure 1). The site is mostly level at an elevation of about 6240 feet above sea level. At the time of the investigation, existing buildings, gravel and paved parking areas, concrete walkways, and lawn occupied the site. The new office building will replace the existing buildings, but no construction activity had been initiated at the time of the investigation.

5.2 Geology

Figure 1 is a generalized map of the site adapted from the geologic map of Grand Teton National Park (Love et al., 1992) which shows the location and type of surface deposits, bedrock units, and geologic structures (i.e., faults and rock orientations). Most of the town of Jackson, including the project site, is mapped as Quaternary age alluvial fan deposits (Qf) from Cache Creek consisting of layers of gravel, sand, silt, and clay. Alluvial (i.e., river or stream deposited) material is sorted along tributary streams and becomes finer grained towards the downstream (distal) margins of the fans (Love, et al., 2000). The material encountered in the borings is consistent with the mapped geologic units, consisting of layers of silty clay and sandy gravel. Similar conditions were encountered in the Phase 1 investigation. Bedrock was not encountered in any of the borings and depth to bedrock is unknown.

The inferred (buried) trace of the Cache Creek thrust fault is located about 500 feet south of the site, crossing the town of Jackson on a generally east-west trend. The Cache Creek fault is an old inactive fault. The seismically active Teton fault is located at the base of the Teton Range about 6 miles west of the site.

5.3 Soils

Soil conditions encountered during the investigation are relatively consistent across the site and agree with test pits excavated during the site investigation for Phase 1 (WAI, 2001, appended). The subsurface consists of layers of silty clay and sandy gravel of the Cache Creek alluvial fan. Geologic cross sections A-A', B-B', C-C', and D-D' (Figures 3a and 3b) illustrate our interpretation of the contacts between the soil layers. The cross-sections are a graphical representation of approximate stratigraphic relationships, and do not necessarily allow prediction of subsurface conditions at any location other than the borings and test pits themselves. Below is a summary of soil descriptions, standard penetration tests, and laboratory test results.

5.3.1 Fill

The site appears to have been graded and imported fill placed across the site. In the gravel parking areas (boreholes BH-1, 2, 3, and 5), the surface fill layer comprises approximately 2 to 2.5 feet of sandy gravel. The fill was logged as slightly moist, brown to white, medium dense, massive, and subrounded, with SPT $(N_1)_{60}$ values of 16 to 28 bpf. BH-6, located in the paved parking area, encountered similar fill to a depth of 5-ft. In areas of lawn or soft soil coverage (boreholes BH-4, 7, and 8) dark brown silty clay topsoil was

found to depths ranging from 2 to 4 feet. All fill and topsoil appears to be too shallow to affect the foundations.

5.3.2 Silty Clay Alluvium

Underlying the fill/topsoil in all borings and test pits is low-plastic silty clay from alluvial fan deposits. Borehole results indicate these deposits are highly vaiable and interbedded with deposits of sand and gravel. Silty clay in the western portion of the lot (see cross section A-A') appears to be thinner and closer to the surface, becoming thicker and deeper toward the middle of the site.

The clays were described as dark brown to dark reddish brown, slightly moist to saturated, very soft to medium stiff, low plastic, massive, silty clay with fine sand. Laboratory tests of samples indicate in-situ moisture contents between 12.7 and 25.2% and dry densities of 91 to 96.6 pcf. The fines content (silt and clay finer than the #200 sieve) ranges from 44 to 82% with an average of 66%. Most samples have liquid limit (LL) values of 24 to 28 and plasticity indices (PI) of 6 to 11. The exception is sample BH5-D1 with LL of 40 and PI of 23. Samples classify as either CL (lean clay with sand) or CL-ML (low plastic silt and clay with sand) in the Unified Soil Classification System. Complete laboratory test results are in Appendix B.

Unadjusted N-values (field blow counts) recorded in the silty clay are in the range of 3 to 9 bpf. Adjusted $(N_1)_{60}$ values (i.e., adjusted to an equivalent pressure of one atmosphere and standard hammer energy efficiency of 60%) are in the range 3 to 11 bpf. The lowest $(N_1)_{60}$ value is in BH-6 at a depth of 7.5-ft ($(N_1)_{60} = 3$) indicating a very soft layer. A clay lens in BH-2 at 16-ft has $(N_1)_{60} = 4$ bpf (soft), and was saturated at the time of the investigation. A standpipe piezometer revealed a perched water layer at about 14-ft bgs, which may explain the very low blow counts. The highest values of $(N_1)_{60}$ are 15 to 17 bpf (stiff) within 6-ft of the surface (BH-3 and 4).

Consolidation tests were conducted on undisturbed samples of clay alluvium, from 6-ft bgs in BH-2 (Sample U2) and 13.5-ft bgs in BH-3 (Sample U5). The shallow sample from BH-2 appears to be slightly over-consolidated, most likely due to desiccation (i.e., drying of the soil) and the soil in this layer was logged during the investigation as medium stiff. When inundated at a load 2,000 psf, the specimen collapsed 2.9% of its volume. The deeper sample from BH-3 appears to be normally consolidated, suggesting that these alluvial deposits have not been over-ridden by glacial ice (i.e., not preloaded). Normally consolidated soils may be subject to consolidation/settlement with increased loading. Sample BH3-U5 collapsed very little (only 0.03% of its volume) at 2,000 psf when saturated, though the low collapse could be due to a natural water content (23.1%) very near saturation (24.0%).

Consolidation tests on similar soils encountered at a nearby building investigation indicated the clay alluvium could collapse as much as 5 to 6%. It should be assumed that all fine-grained alluvium in the area is collapsible when wetted. Potential settlement is discussed in Section 6.1.

5.3.3 Sandy Gravel Alluvium

Stony alluvial deposits were encountered interbedded with and below the fine-grained alluvium. The stony soils generally consist of sandy gravel and are described in the bore logs as dry to moist, medium brown with yellow, orange, and gray shards of broken clasts, medium dense to very dense, and stratified. Based on field estimates during the drilling operation, the sandy gravel layers consist of 70 to 80% gravel and 20 to 30% fine to coarse sand and trace fines (silt and clay). Test pits investigated during the Phase 1 exploration encountered cobbles up to 6-in in a gravel layer near the surface and up to 1.5-ft in diameter underlying the fine-grained deposits.

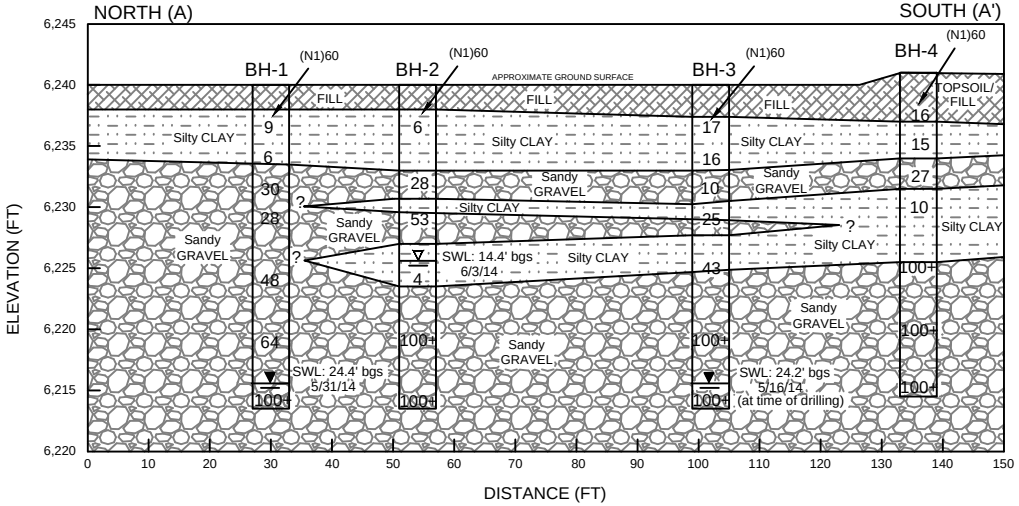
Adjusted $(N_1)_{60}$ blow counts for the SPT are highly variable, ranging from 12 to more than 100 bpf, averaging about 57. Low blow counts in the stony material (such as in BH-7) indicate a mixture of materials dominated by gravel/cobble with small intervals of clay and clay-silt. Very high blow counts are likely the result of the sampler having impinged upon a large clast. Therefore, unusually high blow counts must be utilized with caution.

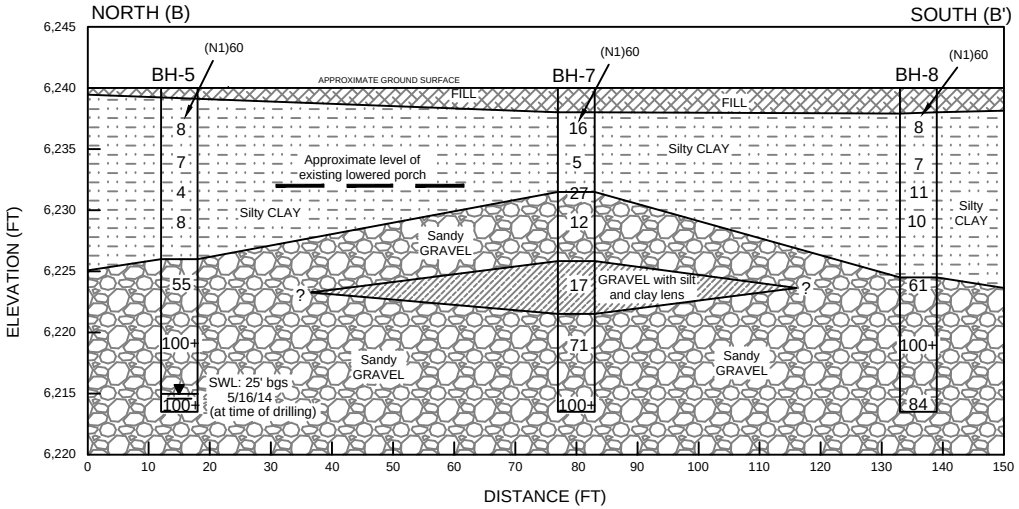
5.4 Groundwater

Groundwater was encountered in BH1, 3, and 5 at the time of the investigation at depths of about 24 to 25 feet below ground surface (bgs), or roughly at elevation 6,215 feet and well below proposed basement depth. Very moist to wet clay samples were recovered in BH-2 and 3 at a depth of about 14 to 15-ft bgs indicative of a perched water table. Perched water tables probably vary a great deal seasonally.

The site investigation was performed near the beginning of the spring runoff season and it is likely that higher groundwater levels could occur. Two piezometers were completed as a part of this investigation and measured through the spring and early summer. BH-1 was completed to a depth of 25 feet and BH-2 was completed to 15-ft bgs to monitor the perched aquifer. The highest level seen in BH-1 was on June 9, 2014, when the water level reached 24.5-ft bgs, while water measured in BH-2 reached a peak at 14.4-ft bgs on June 3rd. As the water levels declined in June, BH-1 and BH-2 became dry after June 6 (Appendix C).

The presence of a perched water table increases the risk of collapse or consolidation settlement of fine-grained soils beneath the assumed depth of footings (about 14-ft bgs). Wet soils should be expected during excavation and construction, and the basement requires sump pumps to relieve short term groundwater.





Explanation:

Permanent:

Perched:

Scale:
H:1"=30'
V: 1"=15'

Geotechnical Site Investigation
Phase 2 Construction
Pearl and Willow
Jackson, Wyoming

Geological Cross-Section
A-A' and B-B'

FIGURE
3a

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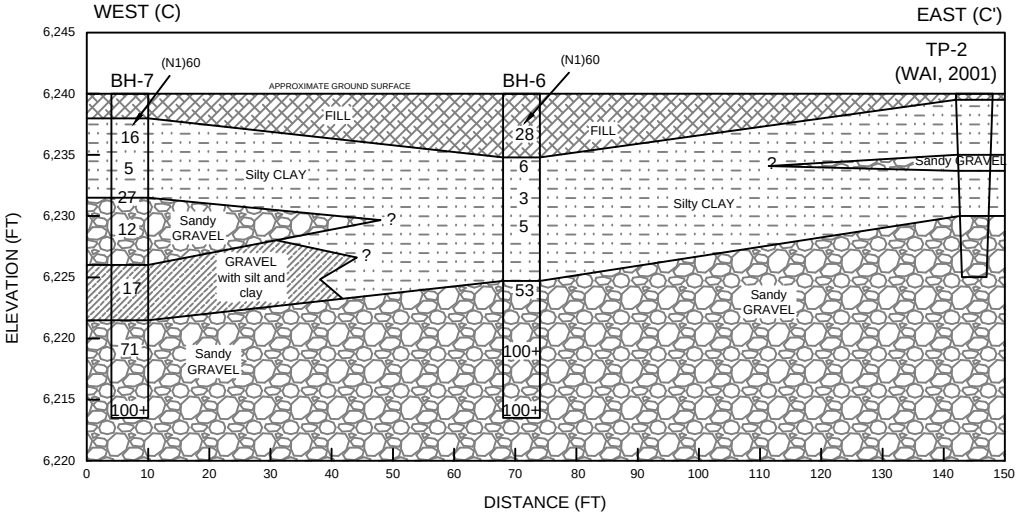

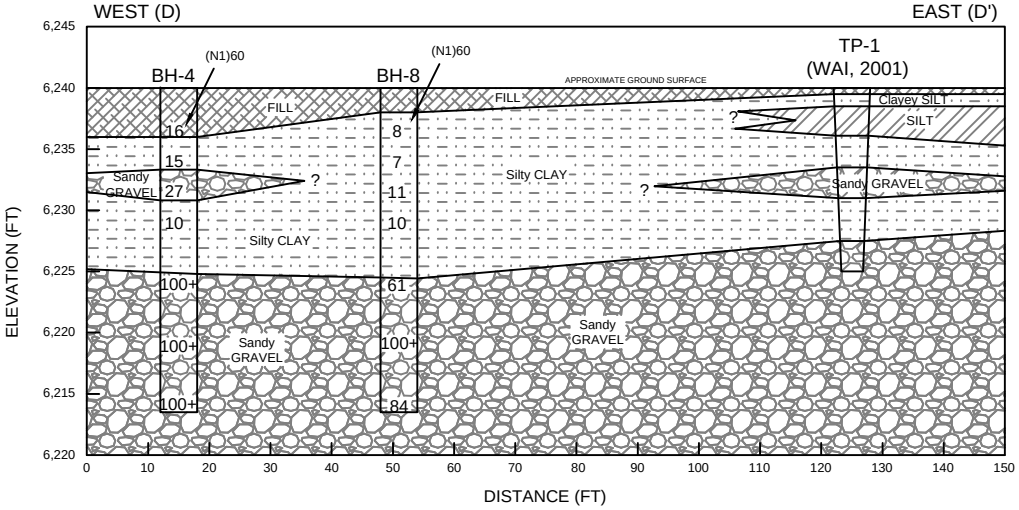

Scale:
H:1"=30'
V: 1"=15'

Geotechnical Site Investigation
Phase 2 Construction
Pearl and Willow
Jackson, Wyoming

Geological Cross-Section
C-C' and D-D'

FIGURE
3b

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5.5 Earthquakes and Seismicity

Jackson Hole is located within the Intermountain Seismic Belt, a zone of seismicity that extends from southern Utah through eastern Idaho and western Montana and encompasses western Wyoming and the Teton Range (Smith and Arabasz, 1991). The Teton fault is located along the eastern margin of the Teton Range about 6 miles west of the site, and is considered an important structural element of the Intermountain Seismic Belt.

Ground motion accelerations and a design spectral response were derived for the project site in accordance with the general procedure defined in the 2012 International Building Code (IBC). The provisions of the IBC are intended to provide uniform levels of performance for structures, depending on their occupancy and use and the risk inherent to their failure. The approach adopted in the IBC is intended to provide a uniform margin of safety against collapse at the design ground motion. The design earthquake ground motion is selected at a ground shaking level that is 2/3 of the maximum considered earthquake (MCE) ground motion, which has a likelihood of exceedance of 2 percent in 50 years (a return period of about 2,500 years). The Site Ground Motion and Design Spectral Response is presented in Figure 4. The owner should be aware that the IBC is not intended to prevent damage or loss of function during a major earthquake. It is intended to reduce the risk of loss of life. The owners may wish to consider the option of carrying earthquake insurance.

5.6 Liquefaction Potential

Loose, saturated sands and silty sands, and in some cases silts and gravels, may liquefy when exposed to seismic shaking. Liquefaction has been most prevalent in areas where loose saturated sand occurs within about 30 feet or less of the ground surface, but in some instances, liquefaction has been reported up to 60 feet deep (EERI, 1994). Liquefaction risk appears to be low, but evaluation of the deep subsurface conditions was beyond the scope of this investigation. Additional assessment of the liquefaction potential can be provided at request of the owner. In general, the flat site, high clay content, and stony soils do not appear to present a significant risk of lateral spreading, which is the most damaging phenomenon associated with liquefaction.

USGS Design Maps Summary Report

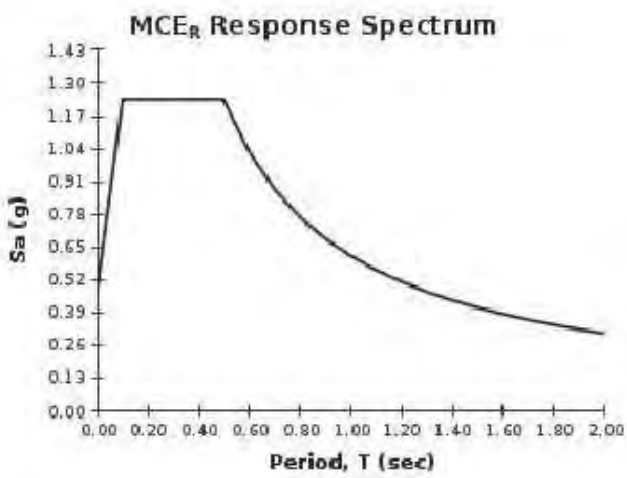
User-Specified Input

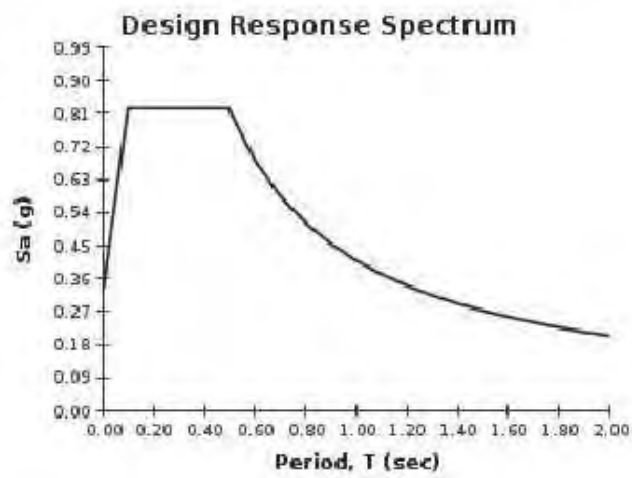
Report Title	Pearl and Willow, Phase 2 Thu June 19, 2014 14:47:57 UTC
Building Code Reference Document	2012 International Building Code (10% in 50 year values) (which utilizes USGS hazard data available in 2008)
Site Coordinates	43.479°N, 110.76°W
Site Soil Classification	Site Class D – "Stiff Soil"
Risk Category	I/II/III

USGS-Provided Output

S_S =	1.224 g	S_{MS} =	1.237 g	S_{DS} =	0.824 g
S_1 =	0.370 g	S_{M1} =	0.614 g	S_{D1} =	0.409 g

For information on how the SS and S1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the "2009 NEHRP" building code reference document.





Geotechnical Site Investigation Phase 2 Construction Pearl and Willow Jackson, Wyoming	SEISMIC DESIGN SPECTRAL RESPONSE	FIGURE 4

6.0 ENGINEERING ANALYSES

6.1 Settlement

Silty clay beds and lenses are likely to be susceptible to settlement if located within the zone of influence below the footings. Consolidation tests were performed on samples of the clay alluvium obtained during the site investigation as well as for the subsurface investigation for another building nearby. The results of the consolidation tests indicate the silty clay soil below the depth of footings is normally consolidated and becomes compressible if wetted (see discussion in Section 5.3.2). Cross-sections shown in Figure 3a and 3b illustrate our interpretation of the location of the potentially compressible clay. The foundation depths (down to elevation 6226) result in removal of most clays, with replacement of relatively thin remaining clay deposits required to found all footings on dense gravel/cobble.

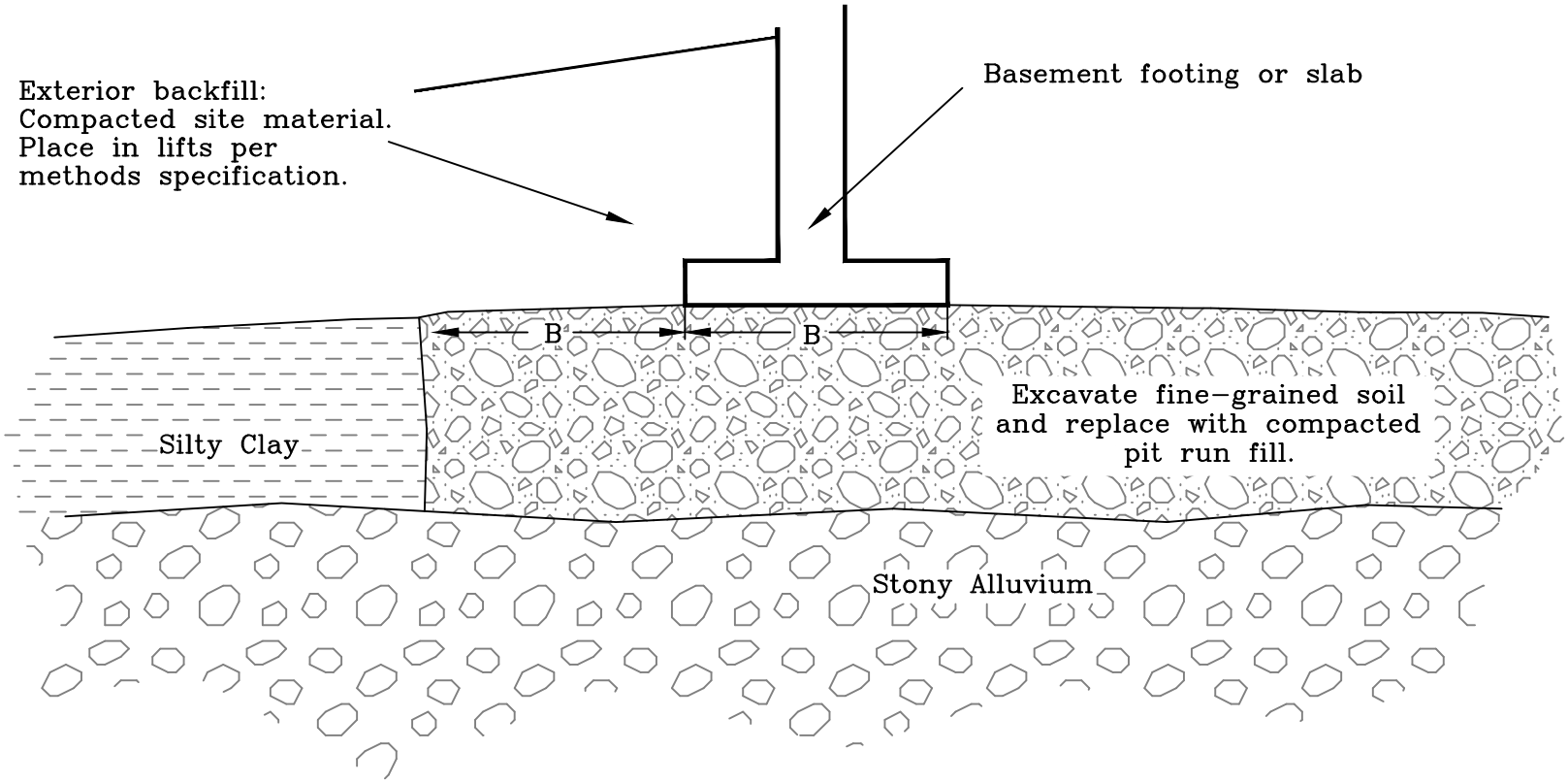
Heavily loaded, shallow support columns or footings could settle up to 4 inches. Lower level foundations of the parking structure are predicted to settle relatively little, because of the replacement of clay with pit run and smaller relative loads. To reduce the potential for differential settlement, we recommend removal of remaining clay layers beneath foundation elements down to the stony sandy gravel and cobbles (i.e., below a depth of approximately 15 to 17 feet) and replacement with engineered fill as shown in Figure 5. Significant consolidation of the stony alluvium is not anticipated, though it should be noted that the site investigation indicated the presence of thin lenses of fine-grained material within the stony materials (e.g., in BH7 at a depth of about 15 to 16 feet). It is very important to detect and remove any compressible silts or clays from the zone of influence of the foundation footings.

6.2 Bearing Capacity

The bearing capacity of the alluvial sandy gravel and cobbles was estimated using Terzaghi's bearing capacity equation for isolated and strip footings and confirmed using blow counts from the Standard Penetration Test (Bowles, 1996). Soil properties were estimated based on visual soil classification. An allowable bearing capacity of about 5,000 psf is estimated, which has been reduced to compensate for the potential presence of undetected soft lenses below the footings. Bearing capacity of shallow footings (i.e., at frost depth of 3-ft bgs), is estimated at 3,000 psf. Bearing capacities may be increased by 1/2 for short-term loading such as wind or seismic acceleration.

6.3 Lateral Loads on Basement Walls

Lateral pressures were calculated using methods suggested by Bowles (1996) and estimated assuming strength parameters for clay. Lateral pressures were calculated for active, passive, and at-rest conditions assuming level ground adjacent to the foundation. Pressures are calculated for static and seismic conditions and are presented in Table 6-1.



Schematic Drawing
Not to Scale

Geotechnical Investigation Report
Phase 2 Construction
Pearl and Willow
Jackson, Wyoming

OVER-EXCAVATION DETAIL
IMPORTED PIT RUN FILL

FIGURE
5

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Table 6-1: Lateral Pressure Parameters

Condition	Coefficient of Earth Pressure*	γK (equivalent fluid pressure)*
Static Conditions Level Backfill	$K_o = 0.66$ $K_a = 0.49$ $K_p = 1.85$	73 pcf 54 pcf 203 pcf
Earthquake Conditions Level Backfill	$K_{ae} = 0.59$ $K_{pe} = 2.04$	65 pcf 224 pcf

*Values in table were calculated based on an internal friction angle of 20 degrees and a unit weight of 110 pcf.

6.4.1 Active Pressures

For lateral pressure design of retaining walls, which are allowed to deflect and develop an active soil wedge, the calculated equivalent fluid pressure (γK_a) is about 54 pcf (pounds per cubic foot) assuming a horizontal ground surface behind the retaining wall. This pressure distribution would be equivalent to a force of approximately $27H^2$ pounds per horizontal foot of wall acting at one-third the wall height (H) above the base.

Research has indicated that lateral pressures due to earthquakes are non-hydrostatic in distribution, and the resultant acts above the lower third-point of the wall (Bakeer, et al, 1990). Accordingly, active soil pressures have been divided into two components that act at different wall heights. The static force acts at the lower third-point, as discussed above. The Mononobe-Okabe equations are often used to estimate dynamic forces against retaining walls. Although there is considerable debate about the theoretical applicability of these equations to rigid walls, they have been used for many years for seismic design and the performance record of underground walls during earthquakes has generally been good. The Mononobe-Okabe equations (Bowles, 1996; Whitman, 1990) were applied using half the maximum horizontal acceleration with a risk of occurrence of 10% in 50 years (USGS, 2008, Hynes and Franklin, 1984). This force would be in addition to static active earth pressure, equivalent to $5.5H^2$ pounds per horizontal foot of wall applied at 60% of the wall height above the base.

6.3.2 Passive Pressures

For passive pressures, an equivalent fluid pressure (γK_p) of about 203 pcf was estimated for static conditions and about 224 pcf for seismic conditions. Passive earth pressures were calculated using the Coulomb and Mononobe-Okabe equations, respectively (Bowles, 1996).

6.3.3 At-Rest Pressures

For lateral pressure design of basement walls, which are restrained and not allowed to deflect, the calculated at rest earth pressure (γK_o) is about 73 pcf assuming a horizontal ground surface behind the basement wall. Use the at-rest pressure or the active pressure under seismic conditions for design, whichever generates the higher resulting force.

6.4 Soil Friction

Terzaghi et al. (1996) suggest use of the internal strength of the soil for the friction angle along a concrete base in granular soils, with a maximum value of 30 degrees. Accordingly, a friction value of 0.58, which is the tangent of 30 degrees, is suggested. For footings placed on clay, use friction angle of 0.36. The friction value may be combined with the passive pressure to resist horizontal loads.

7.0 RECOMMENDATIONS

7.1 Excavation and Cut Slope Stability

OSHA regulations (29CFR1926) appear to classify the clay alluvium at the site as a Type B soil. Simple cut slopes should be no steeper than 1H:1V in the gravel and silty clay. According to OSHA regulations, any cut slope greater than 20 feet in height would require further analysis. The contractor shall be responsible for adherence to OSHA and other safety regulations.

The excavation for the parking garage could have depths up to 15 feet bgs depending on the presence of fine-grained soils. The project appears to be constrained by existing buildings along the east side and underground utilities elsewhere. Given the narrow clearances between the excavation slopes and property lines, buildings, and roads, laying the slopes back to 1H:1V may be problematical in some places and shoring may be required during construction.

Several wall support systems that may be suitable for this application should be evaluated for cost effectiveness and function. The method selected for use should significantly reduce the risk of backslope subsidence that may damage adjacent buildings, roadways, and buried utilities. An experienced excavation subcontractor specializing in wall support systems should be consulted for designing and constructing the excavation.

In general, the overburden soils at the site consist of interbedded layers of stony alluvium (up to 1.5 feet in diameter but generally smaller) and sandy, silty clay. Sheet piles. micropiles, or soldier piles with lagging could be feasible alternatives. Soil nails are generally more cost effective than soldier piles, although greater slope displacement would be anticipated using soil nails and it may be necessary to extend the soil nails past the property boundary.

It may be necessary to tie the beams back, at least in the deeper cuts, probably using drilled anchors. The static earth pressure values provided in section 6.3 may be used for preliminary design of the shoring. If a soldier pile wall support system is selected, a site specific design will be required. **If design services are required by this office, they will be provided in a follow up report.**

7.2 Site Preparation

Fine-grained soils should be removed completely from the foundation footprints and one footing width outboard of strip footings, or ½ footing width outboard of square footings (see Figure 5). The maximum over-excavation would be 4 feet beyond footings.

All exposed subgrade surfaces should be free of mounds and depressions which could prevent uniform compaction. If unexpected fills or obstructions are encountered during site clearing or excavation, such features should be removed and the excavation thoroughly cleaned prior to backfill placement and/or construction.

Fill, footings or slabs should not be placed on frozen or wet subgrade. All excavations should be inspected by an approved observer prior to fill or concrete placement. **This office is available to inspect excavations.**

7.3 Foundations

The stony soils, consisting of mostly gravel and cobbles in a sandy clay or sand matrix is likely to provide adequate support for anticipated foundation loads. During excavation for the foundation footings, removal of large cobbles may disturb and loosen the surrounding sand and gravel. Any disturbed granular soil should be compacted with a vibrating, smooth-drum roller to 95% maximum dry density according to ASTM D 698 or as specified by Table 7-1 in Section 7.4 prior to footing construction.

Footings should be placed below the frost line to prevent possible frost heave and because alternate freezing and thawing of the soil tends to loosen the soil. The local building code should be consulted for frost depth design values. The building codes for the Town of Jackson and Teton County require that footings be placed at a minimum depth of 34 inches below finished grade, with a minimum foundation exposure of 6 inches above finished grade.

7.4 Over-Excavation and Replacement with Pit-Run

Over-excavate and replace native fine-grained soil using native pit run type material or imported gravel as structural fill. Compacted site materials, with the exception of boulders, fine-grained soil, or stony pit-run too wet to compact, may be used to bring the grade back to design elevation. Place the material in lifts and compact using the methods specification described in Table 7-1. Tight moisture control is usually not required. A vibrating roller-compacter is recommended for compaction of granular material. Compaction with a sheepsfoot roller is not recommended. Pit-run gravel usually requires minimal compaction effort, and due to the stony nature of the materials, nuclear density testing can yield variable compaction results. If reasonable compaction effort is made on the lifts of pit run, testing is not necessary.

Table 7-1: Compaction Methods Specification for Stony Materials

Compactor Type	Lift Thickness	Number of Passes*	Maximum Particle Size
Hand held "whacker"	6-inches	5	4-inches
1.5 ton static weight	9-inches	5	6-inches
5 ton static weight	12-inches	3	9-inches **

*The actual number of passes should be determined by observing whether the surface is yielding after each pass. If the surface appears to be yielding, the number of passes should be increased until a non-yielding condition is observed.

** Occasional 12-inch stones are allowable, but avoiding nesting.

Pre-roll the surface to compact materials that have been disturbed during excavation using a smooth drum vibratory roller (in vibratory mode) with a minimum of five passes. The actual number of passes should be determined by observing whether the surface is yielding after each pass. If the surface appears to be yielding, the number of passes should be increased until a non-yielding condition is observed. **If fine soil "pumps" through the surface during proof rolling it may mean undetected soft soils underlie the excavation and this office should be notified at once.** The methods specification table (Table 7-1) is recommended for placement of native sandy gravel and cobbles (alluvial fan deposits) or imported structural fill (pit-run).

Pit-run fill should be placed in a maximum loose lift thickness of 9-inches, unless a large roller is available, in which case a 12-inch loose thickness would be acceptable. A minimum of five passes with the vibratory roller should be applied to each lift. The actual number of passes should be determined by observing the compaction after each pass to determine if the surface is non-yielding. If the fill surface appears to be yielding, the number of passes should be increased until a non-yielding condition is observed. Fill should be placed in horizontal lifts. Moisture conditioning is usually not critical, but may enhance the process.

7.5 Final Grading and Backfilling

Properly compacted backfill and good site drainage are extremely important. Shoring may eliminate the need for placement of exterior backfill. If required, exterior backfill around buildings should consist of site materials placed in lifts no greater than 9 inches loose thickness and compacted. A vibrating, smooth-drum roller is recommended for compaction of stony soils. A reasonable compaction standard for exterior fills is 92% maximum dry density according to ASTM D 698. Take care not to over-compact exterior fills against "green" walls. Exterior backfill should be compacted using a walk-behind vibratory compactor and a minimum distance of 6 inches is to be maintained between the side of the wall and compactor to reduce compactor-induced stresses on the wall. Exterior fills should be placed as early as possible to reduce the risk of water infiltration adjacent to walls. Utility trenches should also be backfilled in lifts and compacted to about 92% maximum dry density.

Final grading should provide a positive drainage of at least 1 foot in the first 12 feet away from structures, unless the surface is paved. Adequate gutters are strongly recommended. Roof runoff should be discharged at least 3 feet away from buildings or beyond any backfill zone. Swales or other moisture collection points should be avoided within 20 feet of the footings.

During construction, provide diversions to keep surface runoff away from excavations. Also remove wet or frozen soil prior to pouring concrete footings or slabs.

7.6 Drainage

Perched seepage has been observed at the site during the spring runoff season, and though the level of water measured in monitoring wells appears to be below the elevation of the foundation footings, it is possible that seepage into the lower levels of the building could occur. For this reason, footing drains are strongly recommended, consistent with UBC code. Two potential drainage alternatives are suggested, as illustrated on Figure 6. The least expensive technique would probably be a prefabricated composite drain. The composite drain consists of an open wick layer laminated to filter fabric to reduce infiltration of soil.

The exterior of the wall is waterproofed, and the drain is laid against the waterproofing layer. The excavation is backfilled with compacted site material, as discussed in Section 7.5 and the drain is covered by at least 2 feet of compacted fine-grained site soil, sloped to drain (minimum 8%, unless paved).

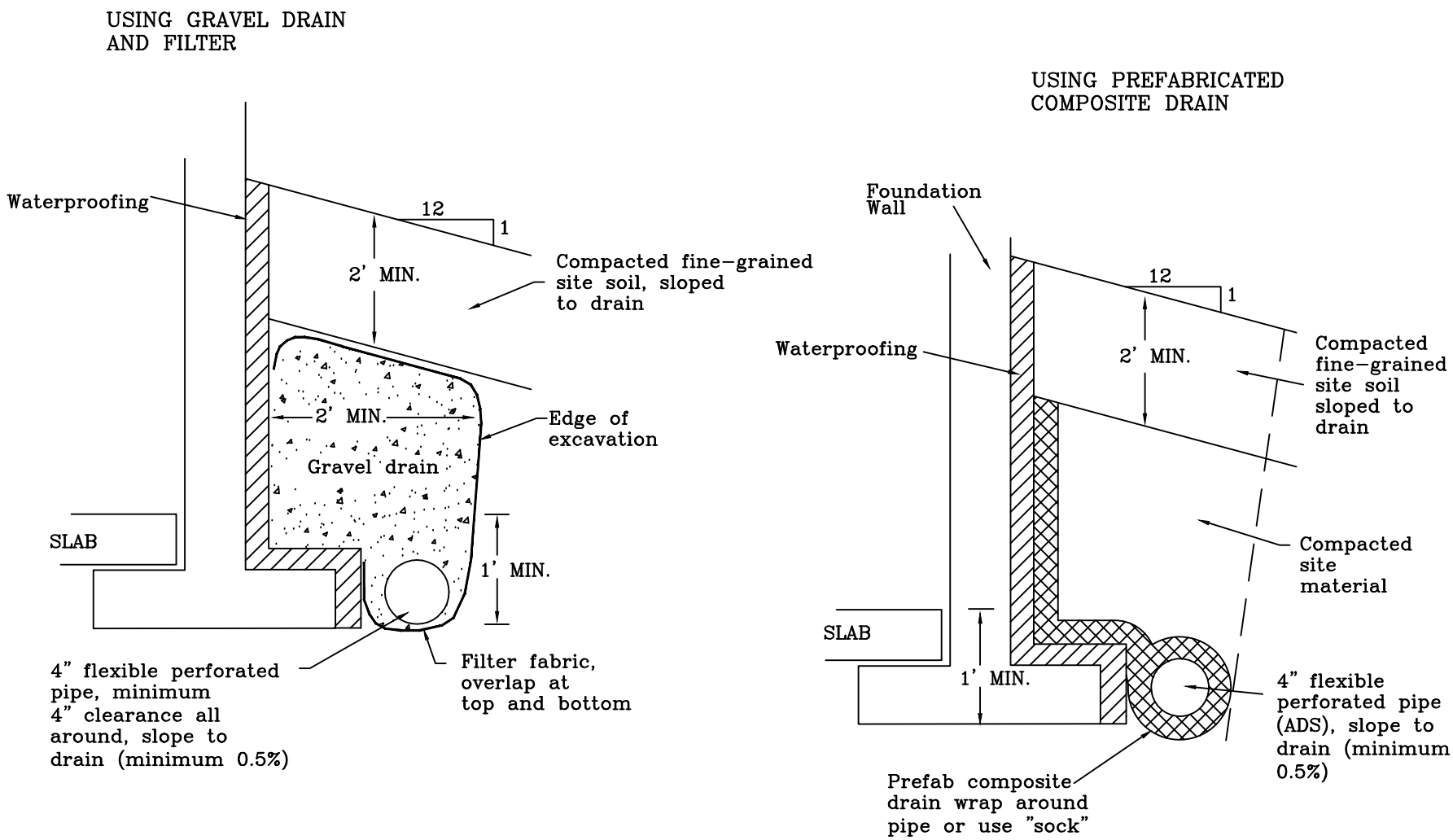
The composite drain is wrapped around a perforated drainpipe at footing level, at least one foot below the lowest floor level. Prefabricated “socks” are available to facilitate the connection. The drainpipe may slope at a minimum 0.5%, and drain to a sump.

An alternative technique would involve placement of clean granular drain gravel between the foundation wall and the edge of the excavation, or between the excavation bracing and the wall. The gravel backfill is wrapped in filter fabric and a drainpipe is placed at the bottom of the trench. At least 2 feet of compacted clay backfill (sloped to drain) is placed above the gravel envelope. The gravel backfill can usually be placed without compaction, reducing backfill cost and difficulty.

At this point we do not consider it necessary to specify dewatering procedures during construction. **If seepage is encountered, this office should be contacted to recommend appropriate action.**

7.7 Interior Slabs-on-Grade

The interior floor slab should be at least 4 inches thick, and any slabs bearing vehicles should be at least 6 inches thick. Minor floor cracking of slab-on-grade construction is difficult if not impossible to prevent. Such cracking is normal and should be expected to occur with time. Buildings are almost never free of cracks, and cracking is caused by many factors other than soil movement, such as concrete shrinkage, normal activities, and daily and seasonal variability in temperature and humidity.



Geotechnical Site Investigation Phase 2 Construction Pearl and Willow Jackson, Wyoming	FOUNDATION DRAINAGE ALTERNATIVES	FIGURE 6

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An impermeable layer (usually plastic) is suggested beneath the slab, underlain by 4 inches of clean drain gravel that will act as a capillary break to reduce dampness (Figure 7). Two options are available to reduce the tendency for the concrete to crack as it dries. Three articles from the American Concrete Institute (ACI) that discuss these options are appended.

1. A blotter layer may be placed under the slab. In the past, loose sand has been used for this purpose, but is no longer recommended. A cover of 4 inches of trimmable, compactible, granular material may be placed over the sheeting to receive the concrete slab. This material usually consists of "crusher run material", which varies in size from about 1.5-inch down to rock dust. Alternatively, 3 inches of fine graded material such as crusher fines or manufactured sand may be used.

2. The blotter layer may be eliminated if the concrete is reinforced properly. The attached article entitled "Controlling Curling and Cracking in Floors to Receive Coverings" provides a discussion of proper floor slab reinforcement. If the contractor needs additional guidance on reinforcement, a structural engineer should provide it.

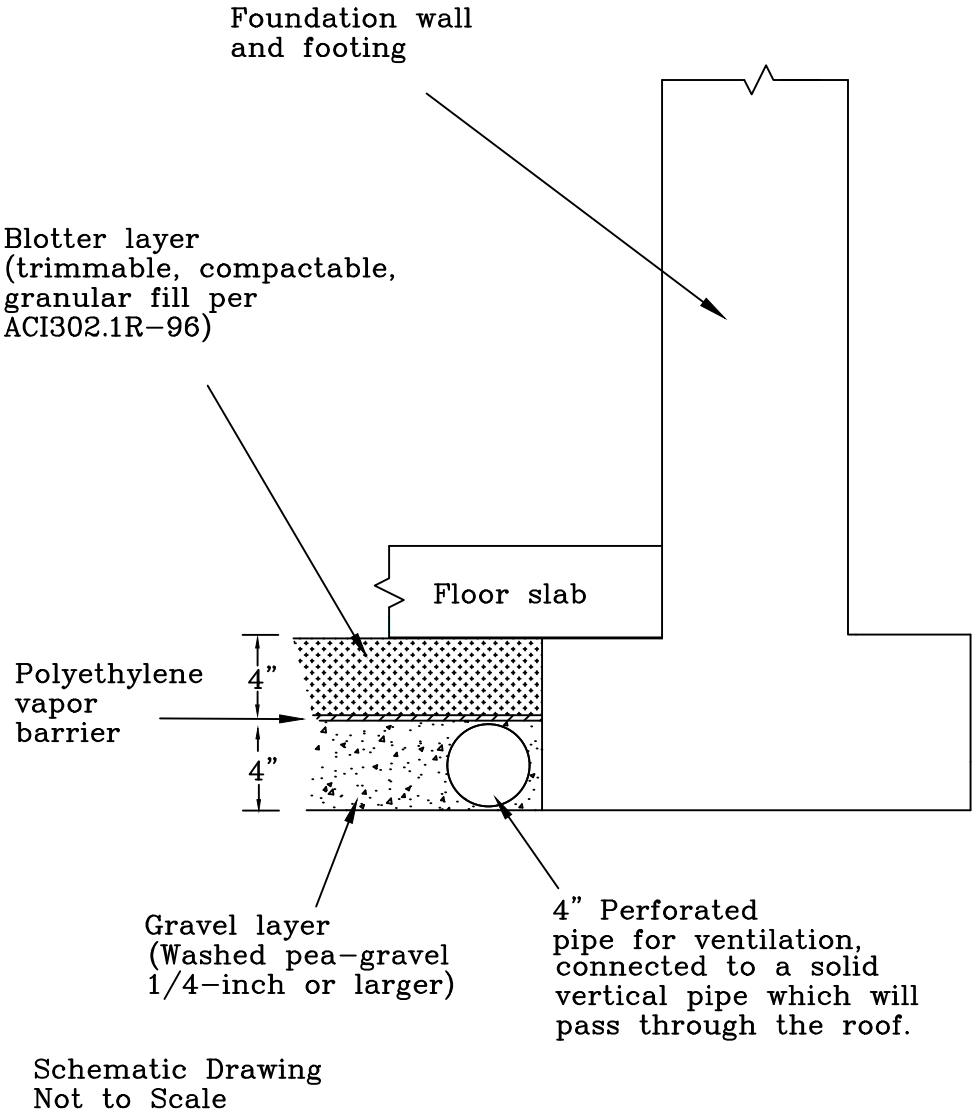
Minor floor cracking of slab-on-grade construction is difficult if not impossible to prevent. Such cracking is normal and should be expected to occur with time. Buildings are almost never free of cracks, and cracking is caused by many factors other than soil heave or consolidation, such as concrete shrinkage and daily and seasonal variability in temperature and humidity. Slabs should be at least 4 inches thick, 6 inches if supporting vehicles, or as approved by the Structural Engineer.

7.8 Exterior Slabs-on-Grade

Exterior slabs (sidewalks, patios, driveways, etc.) typically sustain the greatest damage. Cracking is almost impossible to avoid, and freeze-thaw adds to the difficulty caused by soil consolidation. The clay soils could potentially cause severe frost or settlement damage. The following suggestions may reduce differential movement of exterior slabs.

Exterior concrete slabs should be at least 4 inches thick, 6 inches if supporting vehicles. Exterior slabs should not be tied to foundation walls. Any movement of exterior slabs may be transmitted to the foundation walls, resulting in damage. Posts for patios or other exterior columns should not bear on exterior slabs. If the slabs settle or rise, the movement can be transmitted to the post, resulting in damage to the structure.

Exterior slabs placed on topsoil or clay may be very susceptible to frost heave, and any exterior flat work placed on these soils may perform poorly. Performance of the slabs may be improved by placement of at least 6 inches of gravel beneath the slab. A lightweight nonwoven filter fabric should be used to separate the gravel from the underlying silty clay. Expansion joints are recommended in all concrete flatwork.



Schematic Drawing
Not to Scale

Geotechnical Investigation Carney Architects Pearl and Willow Phase I Jackson, Wyoming	Interior Slab-on-Grade and Ventilation System Detail	FIGURE 7

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7.9 Ventilation and Radon

Teton County Building Code requires that slabs below living spaces be ventilated. If required at this site, the ventilation system may consist of a 4-inch perforated pipe placed around the inside of the exterior foundation. The pipe may be placed with holes down and bedded in a minimum of 4 inches of washed gravel ¼-inch or larger without fines. The piping may be connected to a solid vertical pipe that will pass through the roof. A barrier of polyethylene sheeting may be placed over the perforated pipe and gravel system (Figure 7). All cracks in the floor slabs, joints where the floor meets the foundation walls and penetration through the basement floor may be similarly sealed.

Ventilation should also be provided for areas under crawl spaces. Openings may be placed so as to allow for adequate cross ventilation. Local code requires that one 4-inch diameter schedule 29 PVC pipe shall be installed from the crawl space through the roof for ventilation.

Examination of the site for potential radon levels was beyond the scope of this report. If the owner wishes to pursue this matter, we can recommend appropriate contractors.

7.10 Reinforcing, Concrete and Corrosion Considerations, and Utilities Testing

Footings, slabs, and foundation walls should be reinforced to resist differential movement. Exterior concrete should contain 5% to 7% entrained air. We recommend pressure-testing of water and sewer lines before backfilling. Laboratory testing indicates low sulfate values and concrete attack is not indicated. Low resistivity indicates the clay soils could be corrosive to steel (Appendix B)/

7.11 Observation during Construction

A representative of this office should observe construction of any foundation or drainage elements recommended in this report. Site grading, leak-proof testing, and soil compaction should be observed be a representative of this office. In particular, over-excavation of fine-grained soils in the footprints of foundation areas and compaction of engineered fills should be observed. Recommendations in this report are contingent upon our involvement. If any unexpected soils or conditions are revealed during construction, this office should be notified immediately to survey the conditions and make necessary modifications.

As discussed above, a third party soils testing firm should be involved to perform standard proctor testing (lab) and nuclear density verification testing (on site) if needed. This office is available to inspect foundation excavations and verify testing results. If a representative from this office is requested for inspection, adequate notice is appreciated.

8.0 LIMITATIONS

The conclusions and recommendations presented in this report assume that site conditions are not substantially different than those exposed by the explorations. If subsurface conditions different from those encountered in the boreholes are observed or appear to be present during construction, Womack & Associates, Inc. should be advised so that we can review those conditions and reconsider our recommendations where necessary. In addition, we should review any foundation plans for the project to determine if the recommendations presented have been followed.

This report has been prepared based on a limited amount of data. Actual site conditions may vary. The report is for single use and under no circumstances are the figures and text to be used separately. These services have been performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar conditions. No other warranty is made or implied.

9.0 REFERENCES

American Concrete Institute, 1997, Guide for Concrete Floor and Slab Construction: ACI 302.1R-96.

Bakeer, R.M., S.K. Bhatia, and I. Ishibashi, 1990, Dynamic Earth Pressure with Various Gravity Wall Movements *in* Design and Performance of Earth Retaining Structures (P.C. Lambe and L.A. Hansen,ed): ASCE Geotechnical Special Publication 25, p. 887-899.

Bowles, J.E., 1996, Foundation Analysis and Design, 5th Ed.: McGraw-Hill.

Case, J.C., 1997, Earthquakes and Active Faults in Wyoming; Wyoming State Geological Survey, Preliminary Hazards Report 97-2.

Earthquake Engineering research Institute (EERI), 1994, Earthquake Basics -- Liquefaction: Earthquake Basics Brief No. 1., EERI, Oakland California, 8p.

Fang, H.Y., 1991, Foundation Engineering Handbook, 2nd Ed.: Chapman & Hall, New York.

Gilbert, J.D., Ostenaa, D., and Wood, C., 1983, Seismotectonic study of Jackson Lake Dam and Reservoir: U.S. Bureau of Reclamation Seismotectonic Report 83-8, Minidoka Project, Idaho-Wyoming, 123P.

Holland, J.A., and W. Walker, 1998, Controlling Curling and Cracking in Floors to Receive Coverings: Concrete Construction, Publication Number C980603.

Hynes, M.E., and Franklin, A.G., 1984, Rationalizing the Seismic Coefficient Method: U.S. Army Corps of Engineers, Waterways Experiment Station, Miscellaneous Paper GL-84-13.

International Building Code.

Love, J.D. and Albee, H.F., 1972, Geologic Map of the Jackson Quadrangle, Teton County, Wyoming; U.S. Geological Survey, Geological Investigation Series Map I-769-A, Scale 1:24,000.

Love, J.D., Reed, J.C., and Cristiansen, A.C., 1992, Geologic Map of Grand Teton National Park, Teton County, Wyoming: Geologic Investigation Series Map I-2031, Scale 1:62,500.

Love, J.D. and Reed, J.C., Jr., 2000, Geologic Map of Teton Village Quadrangle, Teton County, Wyoming: U.S. Geological Survey LMS-2, scale: 1:24,000.

Machette, N.M., Pierce, K.L., McCalpin, J.P., Haller, K.M., and Dart, R.L., 2001, Map and Data for Quaternary faults and folds in Wyoming, United States Geological Survey, Open-File Report 01-461.

Smith, R.B. and Arabasz, W.J., 1991, Seismicity of the Intermountain Seismic Belt, in Slemmons, D.B., Engdahl, E.R., Zoback, M.L., and Blackwell, D.D., editors, Neotectonics of North America: Geological Society of America, Decade Map Volume 1, p. 185-228.

Smith, R.B., Byrd, J.O.D., and Susong, D.D., 1993, The Teton fault, Wyoming: Seismotectonics, Quaternary History, and Earthquake Hazards, in Snoke, Q.W., Steidtmann, J.R., and Roberts, S.M., editors, Geology of Wyoming; Geological Survey of Wyoming Memoir No. 5, p. 628-667.

Suprenant, B.A., and W.R. Malisch, 1998, Where to Place the Vapor Retarder: Concrete Construction, Publication Number C980427.

Suprenant, B.A., and W.R. Malisch, 1999, Don’t Use Loose Sand under Concrete Slabs: Concrete Construction, Publication Number C99C0223.

Terzaghi, K., Peck, R.B., and Mesri, G., 1996, Soil Mechanics in Engineering Practice, Third Edition, John Wiley & Sons, Inc., New York, New York.

U.S. Army Corps of Engineers, 1991, Design of Pile Foundations, EM 1110-2-2906.

U.S. Geological Survey Earthquake Hazards Program, 2008, Interpolated probabilistic ground motion for the conterminous 48 States by latitude and longitude, 2008 data, -http://eqhazmaps.usgs.gov/

Whitman, R.V., 1990, Seismic Design and Behavior of Gravity Retaining Walls *in* Design and Performance of Earth Retaining Structures (P.C. Lambe and L.A. Hansen ed): ASCE Geotechnical Special Publication 25, p. 817-842.

Womack & Associates, July 19, 2001, Geotechnical Site Investigation Report, Pearl and Willow Phase I Office Building, Jackson, Wyoming: Private report to Carney Architects.

Youd, T.L., and I.M. Idriss, 1997, Proceedings of the NCEER Workshop on Evaluation of Liquefaction Resistance of Soils: Technical Report NCEER-97-0022.

APPENDIX A

Borehole and Test Pit Logs

WOMACK & ASSOCIATES, INC.
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Geology

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TEST HOLE LOG

PROJECT NAME: Pearl and Willow Phase I	DATE: 6-21-01
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: TP-1
TEST HOLE LOCATION: Southwest corner Phase I site, driveway for existing business	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 15	GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Surface
DRILL TYPE: Daewoo DH-130 Z	HAMMER:	DRILL CO: Westwood Construction	DRILLER: Schlinger
LOGGED BY: gsv			

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1 2								0.0-0.5ft Sandy GRAVEL [ROAD BASE] 0.5-2.5ft Clayey SILT: Dark brown, slightly moist, soft, massive, some roots [TOPSOIL]					
3								2.5-3.2ft SILT: Light brown, dry to slightly moist, medium stiff [ALLUVIUM] 3.2-3.7ft Buried topsoil horizon					
4 5 6		1						3.7-3.9ft SILT: Light brown, dry to slightly moist, medium stiff [ALLUVIUM] 3.9-6.5ft Silty CLAY with some very fine sand: Reddish brown to brown, dry, stiff, massive, some white mottling from salts [ALLUVIUM]					
7 8		2						6.5-9.0ft Sandy GRAVEL: Brownish gray, dry, dense, stratified, about 30% fine to coarse grained sand, 70% subrounded gravel to 2.5" [ALLUVIUM]					
9 10 11 12		3				2.5		9.0-12.5ft Silty CLAY: Reddish brown, slightly moist, stiff to very stiff, massive, some white mottling [ALLUVIUM]					
13 14								12.5-15.0ft Sandy GRAVEL and COBBLES: Light reddish brown, dry, dense, stratified, about 25% fine to coarse grained sand, 75% subrounded gravel and cobbles to 1.5' diameter [ALLUVIUM]					

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TEST HOLE LOG

PROJECT NAME: Pearl and Willow Phase I	DATE: 6-21-01
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: TP-2
TEST HOLE LOCATION: East central portion site, southeast corner existing gravel parking lot	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 15	GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Surface
DRILL TYPE: Daewoo DH-130 Z	HAMMER:	DRILL CO: Westwood Construction	DRILLER: Schlinger / LOGGED BY: gsv

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
								0.0-0.5ft Sandy GRAVEL: [ROAD BASE]					
1								0.5-5.0ft Silty CLAY with some very fine sand: Dark brown to light grayish brown, slightly moist, medium stiff, massive to stratified with 3" layers of fine gravel [ALLUVIUM]					
2													
3													
4													
5								5.0-6.3ft Sandy GRAVEL: Grayish brown, dry, dense, stratified, about 25% fine to coarse grained sand, 75% subrounded gravel to 2" [ALLUVIUM]					
6								6.3-10.0ft Silty to sandy CLAY: Dark brown to reddish brown, llightly moist to moist, medium stiff to stiff, stratified with 3" to 5" gravel layers [ALLUVIUM]					
7													
8													
9													
10								10.0-15.0ft Sandy GRAVEL and COBBLES: Light reddish brown, dry, dense, stratified, about 25% fine to coarse grained sand, 75% subrounded gravel and cobbles to 1.5' diameter [ALLUVIUM]					
11													
12													
13													
14													

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TEST HOLE LOG

PROJECT NAME: Pearl and Willow Project	DATE: 5/16/14
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: BH-1 MW-1
TEST HOLE LOCATION: See site map, far northwest corner of project	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 26.5	GROUNDWATER LEVEL (ft.): 25.5	MEASURED FROM: Surface

DRILL TYPE: CME-75	HAMMER: 140 # Automatic	DRILL CO: HazTech Drilling, Inc.	DRILLER: Jerrod	LOGGED BY: cl

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS: Ground surface is aggregate parking lot.	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1–2								0.0-2.0ft Sandy GRAVEL: Slightly moist, white brown, medium dense [FILL]					
3–4			2,3,3	9	33			2.0-7.0ft Silty sandy CLAY: Slightly moist, dark yellowish brown, medium stiff, massive [ALLUVIAL FAN]					
5–6			2,2,2	6	0								
7–8		D1	10,10,13	30	46			7.0-26.5ft Sandy GRAVEL: Slightly moist, reddish gray, gravel to 1/4" diameter, dense, contact between clay and gravel at top of sample [ALLUVIAL FAN]					
9–10													
11–12		D2	2,8,15	28	46			10.0ft Sandy GRAVEL: Slightly moist, reddish gray, medium dense, angular gravel to 1/2" diameter [ALLUVIAL FAN]					
13–14													
15–16		D3	8,15,25	48	86			15.0ft Sandy GRAVEL: Slightly moist, reddish gray, dense, thin lenses of stiff sandy clay [ALLUVIAL FAN]					
17–18													
19–20													
21–22		D4	19,15,38	64	100			20.0ft Sandy GRAVEL: Dry to slightly moist, tanish gray, stratified, very dense, 80% subrounded sandstone and limestone clasts, 20% sand [ALLUVIAL FAN]					
23–24													
25–26		D5	32,50/5"	100+				25.0ft Sandy GRAVEL: Moist to wet, grayish tan layers and brown sand layers, very dense, stratified, 80% gravel, 20% fine to coarse sand [ALLUVIAL FAN]					
27–34								Note: Installed monitoring well, MW-1. Installed 25' of 2" PVC pipe 15' screened 2" PVC pipe, 10' 2" PVC solid riser. 0-8' bentonite. 8-25' sand Flush mount locking lid.					

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TEST HOLE LOG

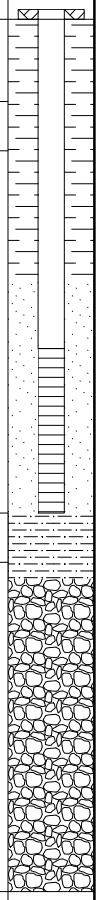
PROJECT NAME: Pearl and Willow Project	DATE: 5/16/14
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: BH-2 MW-2
TEST HOLE LOCATION: See site map, 30' south of BH-1	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 26.5	GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Surface

DRILL TYPE: CME-75	HAMMER: 140 # Automatic	DRILL CO: HazTech Drilling, Inc.	DRILLER: Jerrod	LOGGED BY: cl

DEPTH (ft.)	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS: Ground surface is aggregate parking lot.	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)
1–2							0.0-2.0ft Sandy GRAVEL: Slightly moist, white brown, medium dense [FILL]				
3–4	D1	2,2,2	6	60	1.75	SC-SM	2.0-7.0ft SAND with silt and clay: Slightly moist, dark brown, soft to stiff, massive, 65 % fine sand, 45% fines, slight HCL reaction [ALLUVIAL FAN]	17		25	6
5–6	U2				3.75		5.0ft Silty CLAY with fine sand: (observed from bottom of shelby tube) [ALLUVIAL FAN]	16.7	91		
7–8	D3	8,8,13	28	73			7.0-9.3ft Sandy GRAVEL: Dry, reddish yellowish tan brown, medium dense, rounded to subrounded sandstone and limestone grave [ALLUVIAL FAN]				
9–10							9.3-10.4ft CLAY with sand and gravel: Wet, dark brown, soft [ALLUVIAL FAN]				
11–12	D4	16,18,24	53	100			10.4-13.0ft Sandy GRAVEL: Reddish whitish tan, very dense, stratified [ALLUVIAL FAN]				
13–14							13.0-16.5ft Silty CLAY with fine sand: Wet, dark brown, soft, massive, slightly plastic, 57% fines, no HCL reaction [ALLUVIAL FAN]				
15–16	D5	0,0,3	4	100		CL	16.5' Attempted tube, sandstone clasts with calcite cementation stuck in shelby tube, no recovery	23.9		26	10
17–18							16.5-25.0ft Sandy GRAVEL: Moist, reddish grayish yellowish tan, very dense, stratified with broken pieces of larger clasts [ALLUVIAL FAN]				
19–20											
21–22	D6	26,43,50/6"	100+	66							
23–24											
25–26	D7	26,46,50/5"	100+	86			25.0-26.5ft Sandy GRAVEL: Very moist to wet, bluish gray and brown, very dense, stratified, subrounded limestone and sandstone clasts, trace fines [ALLUVIAL FAN]				
27–34							Note: Hole collapsed to 19'. Installed monitoring well MW-2. Installed 2" perforated PVC pipe 10' to 15'. Solid 2" PVC pipe 10' to surface. Bentonite seal 15'-17'. 8-15' sand 0-8' bentonite Flush mounted cover with 1/2" bolts with locking cap on pipe.				

WELL COMPLETION



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TEST HOLE LOG

PROJECT NAME: Pearl and Willow Project	DATE: 5/16/14
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: BH-3
TEST HOLE LOCATION: See site map, west side of FIT office	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 26.5	GROUNDWATER LEVEL (ft.): 24.2	MEASURED FROM: Surface

DRILL TYPE: CME-75	HAMMER: 140 # Automatic	DRILL CO: HazTech Drilling, Inc.	DRILLER: Jerrod	LOGGED BY: cl

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS: Ground surface is aggregate parking lot.	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1–2								0.0-2.8ft Sandy GRAVEL: Slightly moist, white brown, medium dense [FILL]					
3–4		D1	3,5,6	17	60			2.8-4.0ft Silty sandy CLAY: Dry, grayish black, stiff, massive [ALLUVIAL FAN]					
5–6		D2	3,4,7	16	66		CL	4.0-7.0ft Silty CLAY: Moist, blackish brown, stiff, massive. Reddish sandy GRAVEL in bottom .3' (stone in end), 73% fines [ALLUVIAL FAN]	17.2		28	9	
7–9		D3	10,11,4	10	60			7.0-9.5ft Sandy GRAVEL: Dry, reddish whitish brown, loose, subrounded sandstone and limestone clasts [ALLUVIAL FAN]					
10–11		D4	4,7,13	25	66	.75	CL-ML	9.5-11.0ft Silty CLAY with fine sand: Slightly moist, dark brown, stiff, 57% fines [ALLUVIAL FAN]	18.4		24	7	
12								11.0-12.3ft Sandy GRAVEL: Reddish gray, medium dense [ALLUVIAL FAN]					
13–14		U5						12.3-15.3ft Silty CLAY with fine to medium sand: Wet at top to moist, dark brown, plastic, 52.9% fines [ALLUVIAL FAN]	23.1	96.6			
15		D6	4,11,24	43	83	0-.25	CL	At D6 limestone GRAVEL, stone in catcher	16.4		25	10	
16–24		D7	28,48,50/5"	100+	100			15.3-25.0ft SAND and GRAVEL: Dry, yellowish grayish brown, very dense, stratified, stone in end at D7 [ALLUVIAL FAN]					
25–26		D8	27,32,45	86	93			25.0-26.5ft Sandy GRAVEL/COBBLE: Wet/saturated, reddish grayish brown, very dense, some sand and trace fines, stratified, 80% gravel and cobble [ALLUVIAL FAN]					
27–34								Note: Backfilled hole with cuttings. Groundwater observed at 24.2' at time of drilling.					

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TEST HOLE LOG

PROJECT NAME: Pearl and Willow Project	DATE: 5/16/14
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: BH-4
TEST HOLE LOCATION: See site map, southwest	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 26.5	GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Surface

DRILL TYPE: CME-75	HAMMER: 140 # Automatic	DRILL CO: HazTech Drilling, Inc.	DRILLER: Jerrod	LOGGED BY: cl

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS: Ground surface is lawn, grass.	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1–4		D1	3,3,7	16	93			0.0-4.0ft Silty CLAY: Dry, dark brown, stiff, grass in top from cuttings [TOPSOIL/FILL]					
5–6		D2	4,5,5	15	53		CL	4.0-7.0ft Sandy silty CLAY: Dry, light brown, stiff, massive, 42% fine sand. 58% fines [ALLUVIAL FAN]	8.2		26	8	
7–9		D3	17,12,11	27	66			7.0-9.5ft Sandy GRAVEL: Dry, reddish grayish tan brown, dense, stratified, stone in end, HCL reaction [ALLUVIAL FAN]					
10–11		U4						9.5-15.5ft Silty CLAY: Slightly moist, brown, medium stiff, massive, with fine sand, 71% fines, HCL reaction [ALLUVIAL FAN]	13.7				
12		D5	3,5,4	10	93		CL		12.7		27	11	
16		D6	8,50/3"	100+	33			15.5-26.5ft SAND and GRAVEL: Slightly moist, whitish brown, very dense, stratified, sandstone and limestone gravel, some clay [ALLUVIAL FAN]					
21		D7	50/5.5"	100+	30			20.0ft Sandy GRAVEL as above: Dry, light yellowish tan, with fines, 75% sandstone and limestone clasts, 20% sand, 5% fines [ALLUVIAL FAN]					
26		D8	27,48,50/6"	100+	86			25.0ft SAND and GRAVEL as above: Very moist to saturated, tanish yellow gray, very dense, stratified [ALLUVIAL FAN] Note: Backfilled hole with spoils.					

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TEST HOLE LOG

PROJECT NAME: Pearl and Willow Project	DATE: 5/16/14
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: BH-5
TEST HOLE LOCATION: See site map, back alley between existing buildings	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 26.5	GROUNDWATER LEVEL (ft.): 25	MEASURED FROM: Surface

DRILL TYPE: CME-75	HAMMER: 140 # Automatic	DRILL CO: HazTech Drilling, Inc.	DRILLER: Jerrod	LOGGED BY: cl

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS: Difficult access with overhead power line.	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1–2								0.0-2.0ft Sandy GRAVEL: Slightly moist, white brown, medium dense [FILL]					
3–4		D1	2,2,3	8	40		CL	2.0-14.0ft Silty CLAY with some fine sand: Slightly moist, gray to dark brown, soft to medium stiff, massive, low plastic, 69% fines [ALLUVIAL FAN]	23.6		40	23	
5–6		D2	2,2,3	7	66								
7–8		D3	1,1,2	4	100								
9		U4							25.2				
10–11		D5	2,3,3	8	100	0.25	CL-ML	10.0ft Silty CLAY as above: Very moist, dark brown, firm, massive, low plastic, 66% fines [ALLUVIAL FAN]	19.8		24	7	
12–14													
15–16		D6	10,15,29	55	73			14.0-26.5ft Sandy GRAVEL: Slightly moist, yellowish bluish grayish brown, very dense, stratified, some fines, clasts are sandstone and limestone [ALLUVIAL FAN]					
17–20													
21		D7	42,39,50/5"	100+	100								
22–24													
25–26		D8	37,49,50/4"	100+	66			25.0ft Sandy GRAVEL as above: Wet/saturated, yellowish orangish bluish gray and tan, very dense, stratified, 20% fine to medium sand, sandstone and limestone clasts [ALLUVIAL FAN] Note: Backfilled hole with spoils. Groundwater at 25' at time of drilling.					
27–34													

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TEST HOLE LOG

PROJECT NAME: Pearl and Willow Project	DATE: 5/17/14
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: BH-6
TEST HOLE LOCATION: See site map, northeast corner of paved parking lot	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 26.5	GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Surface

DRILL TYPE: CME-75	HAMMER: 140 # Automatic	DRILL CO: HazTech Drilling, Inc.	DRILLER: Jerrod	LOGGED BY: cl

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS: Ground surface is asphalt parking lot.	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1–2								0.0-5.2ft ASPHALT to sandy gravel fill material [FILL]					
3		D1	6,21,9	28	60			2.5ft Sandy GRAVEL: Slightly moist, brown to white, medium dense, intact, subrounded gravel [FILL]					
5–6		D2	4,4,2	6	16			5.0ft Sandy GRAVEL: Slightly moist, brown, medium dense, intact, subrounded gravel [FILL]					
7–8		D3	2,2,1	3	73		CL	5.2-15.3ft Silty CLAY with fine sand: Moist, dark brown (gray from cuttings), very soft to soft, massive, 72% fines [ALLUVIAL FAN]	19.2		26	9	
10–11			4,3,2	5				10.0ft Stone in sampler tip, no sample					
12–13		U4											
15–16		D5	7,16,28	53	80			15.3-26.5ft Sandy GRAVEL: Slightly moist, reddish bluish gray tan, very dense, subrounded [ALLUVIAL FAN]					
20–21		D6	20,46,49	100+	86			20.0ft Sandy GRAVEL as above: Moist					
25–26		D7	32,50/5"	100+	66			25.0ft Sandy GRAVEL as above: Slightly moist					
27–34								Note: No groundwater observed at time of drilling. Backfilled borehole with cuttings. Pavement patched with cold-mix asphalt.					

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TEST HOLE LOG

PROJECT NAME: Pearl and Willow Project	DATE: 5/17/14
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: BH-7
TEST HOLE LOCATION: See site map, northwest corner of paved parking	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 26.5	GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Surface

DRILL TYPE: CME-75	HAMMER: 140 # Automatic	DRILL CO: HazTech Drilling, Inc.	DRILLER: Jerrod	LOGGED BY: cl

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS: Ground surface is soft soil, corner of parking lot.	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1–2								0.0-2.0ft TOPSOIL/FILL					
3–4		D1	2,3,7	16	60	1.5		2.0-8.5ft Silty CLAY with fine sand: Moist, dark grayish brown, soft to medium stiff, massive, stone stuck in sampler head [ALLUVIAL FAN]					
5–6		D2	2,1,2	5	26		CL	5.0ft CLAY with fine sand as above: Very moist, soft, 63% fines [ALLUVIAL FAN]	17.8		25	9	
7–8		D3	3,11,10	27	33			7.5ft Silty CLAY as above: Moist, very soft, 15% sand [ALLUVIAL FAN]					
9–11		D4	6,7,5	12	73			8.5-14.0ft Sandy GRAVEL: Reddish gray, medium dense, stratified [ALLUVIAL FAN]					
12–16		D5	7,4,10	17	53	1		14.0-18.5ft GRAVEL with silty clay: Moist, yellowish tan and gray, medium dense, bedded, 30% brown fines, 50% gravel, 20% sand, stone plug in bottom of sample [ALLUVIAL FAN]					
17–21		D6	16,32,29	71	80			18.5-26.5ft Sandy GRAVEL: Slightly moist, grayish yellow brown, very dense, stratified, shards of broken sandstone and limestone, rust colored sand and fines, some clay fines [ALLUVIAL FAN]					
22–26		D7	38,50/3"	100+	60			Note: No groundwater observed at time of drilling. Backfilled hole with cuttings.					
27–34													

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TEST HOLE LOG

PROJECT NAME: Pearl and Willow Project	DATE: 5/17/14
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: BH-8
TEST HOLE LOCATION: See site map, southwest corner of paved parking lot	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 26.5	GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Surface

DRILL TYPE: CME-75	HAMMER: 140 # Automatic	DRILL CO: HazTech Drilling, Inc.	DRILLER: Jerrod	LOGGED BY: cl

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS: Ground surface is soft soil, corner of parking lot.	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1–2								0.0-2.0ft TOPSOIL/FILL					
3–4		D1	3,2,3	8	40	.5		2.0-15.0ft Silty CLAY with fine sand: Moist, dark grayish brown, medium stiff, massive [ALLUVIAL FAN]					
5–6		D2	2,2,3	7	46	.75-1.0		5.0ft Silty CLAY as above: Organics [ALLUVIAL FAN]					
7–9		D3	4,4,4	11	50								
10–11		D4	4,3,5	10	53	2.5	CL	10.0ft Silty CLAY as above: Slightly moist, dark reddish brown, roots in sample, 82% fines [ALLUVIAL FAN]	15.2		25	8	
12–14													
15–16		D5	14,28,24	61	86			15.0-15.5ft CLAY with sand and gravel: Slightly moist, dark brown, stiff, 70% clay, 20% sand, 10% gravel [ALLUVIAL FAN]					
17–24		D6	29,50/5"	100+	60			15.5-25.0ft Sandy GRAVEL: Moist, yellowish bluish orangish grayish brown, very dense, stratified, 80% subrounded sandstone and limestone gravel, 15% sand, 5% clayey fines, sandstone gravel [ALLUVIAL FAN]					
25–26		D7	29,34,39	84	100			25.0-26.5ft Sandy GRAVEL: Very moist to wet, reddish yellowish grayish tan, very dense, stratified, 5% brown fines, 15-20% sand, 75-80% gravel [ALLUVIAL FAN] Note: No groundwater observed at time of drilling. Backfilled with cuttings.					
27–34													

APPENDIX B

Laboratory Test Results

Laboratory Results Summary

Project:	13-3015 Womack	Date Requested:	6/9/2014
	Pearl & Willow	Date Due:	asap
tested by:	ns/rq/bv/jd	Project Manager:	Colter @ Womack

Boring	Depth	Sample	MC, %	Atterberg Limits, LL, PL, PI, class	P200, %	Full Sieve	Consol, Swell % @ ____ psf	Comments
BH2	2.5-4	D1	17.0	25,19,6,CL-ML	44.4			
	15-16.5	D5	23.9	26,16,10,CL	57.0			
BH3	5-6.5	D2	17.2	28,19,9,CL	73.6			
	10-11.5	D4	18.4	24,17,7,CL-ML	57.8			
	14-16.5	D6	16.4	25,15,10,CL	52.9			
BH4	5-6.5	D2	8.2	26,18,8,CL	58.1			
	11-12.5	D5	12.7	27,16,11,CL	71.0			
BH5	2.5-4	D1	23.6	40,17,23,CL	69.4			
	10-11.5	D5	19.8	24,17,7,CL-ML	66.7			
BH6	7.5-9	D3	19.2	26,17,9,CL	71.9			
BH7	5-6.5	D2	17.8	25,16,9,CL	63.7			
BH8	10-11.5	D4	15.2	25,17,8,CL	82.1			
BH2	5'-7'	U2	16.7				plot	
BH3	13-14	U5	23.1				plot	
BH4	10'-11'	U4	13.7				plot	
BH5	9'-10'	U4	25.2				plot	
BH6	12'-13'	U4	27.8				plot	

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Corrosion Test Results
MDOT MT 232

Date: June 18, 2014

Project: **13-3015 Laboratory Testing**
Inn at Jackson

Client: Mr. Ray Womack
Womack and Associates
P. O. Box 12650
Jackson, Wyoming 83002

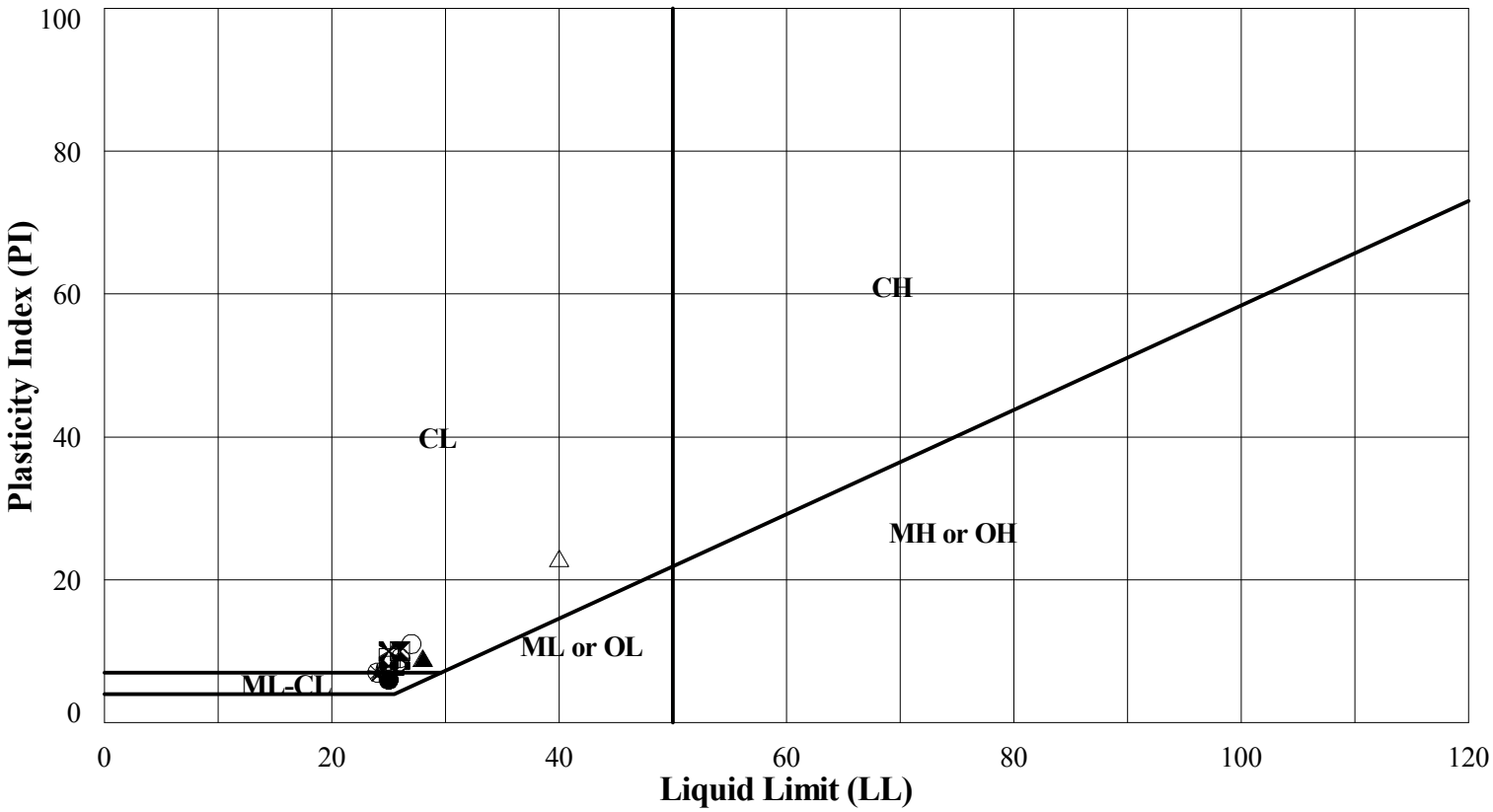
Date sampled: Unknown
Sampled by: Client

Date tested: 6/16/2014
Tested by: Brian VanRooyen

Boring	Depth (feet)	Resistivity (Ω•cm)	Conductivity (m.mhos/cm)	pH	Marble pH	Sulfate (%)	Sulfide (%)	Oxid-Reduc (mV)	Corrosive to		
									CSP	Aluminum or Type II Steel	Concrete
BH1-D4	13.5 - 15.0	2500	0.400	7.63	7.66	ND	NT	NT	no	no	no
BH5-D3	15.0 - 16.5	1300	0.769	7.26	7.30	ND	NT	NT	yes	no	no

Remarks: pH probe recalibrated @ 4 and 7 prior to testing.
Ω•cm and pH results are average of 2 readings.
Sulfate result is MT-232 HCl method from Energy Labs.
Sulfide result is SW846 Ch7 method from Energy Labs.
ND = non-detect
NT = not tested

Joe B. DeBar, PE
Project Engineer



Legend	Boring	Sample No.	Depth	LL	PL	PI	P 200, %	MC	Classification
●	BH2	D1	2.5' to 4.0'	25	19	6	44.4	17.0%	SC-SM
⧗	BH2	D5	15.0' to 16.5'	26	16	10	57.0	23.9%	CL
▲	BH3	D2	5.0' to 6.5'	28	19	9	73.6	17.2%	CL
★	BH3	D4	10.0' to 11.5'	24	17	7	57.8	18.4%	CL-ML
✕	BH3	D6	14.0' to 16.5'	25	15	10	52.9	16.4%	CL
✿	BH4	D2	5.0' to 6.5'	26	18	8	58.1	8.2%	CL
○	BH4	D5	11.0' to 12.5'	27	16	11	71.0	12.7%	CL
△	BH5	D1	2.5' to 4.0'	40	17	23	69.4	23.6%	CL
⊗	BH5	D5	10.0' to 11.5'	24	17	7	66.7	19.8%	CL-ML
⊕	BH6	D3	7.5' to 9.0'	26	17	9	71.9	19.2%	CL
□	BH7	D2	5.0' to 6.5'	25	16	9	63.7	17.8%	CL
⊗	BH8	D4	10.0' to 11.5'	25	17	8	82.1	15.2%	CL

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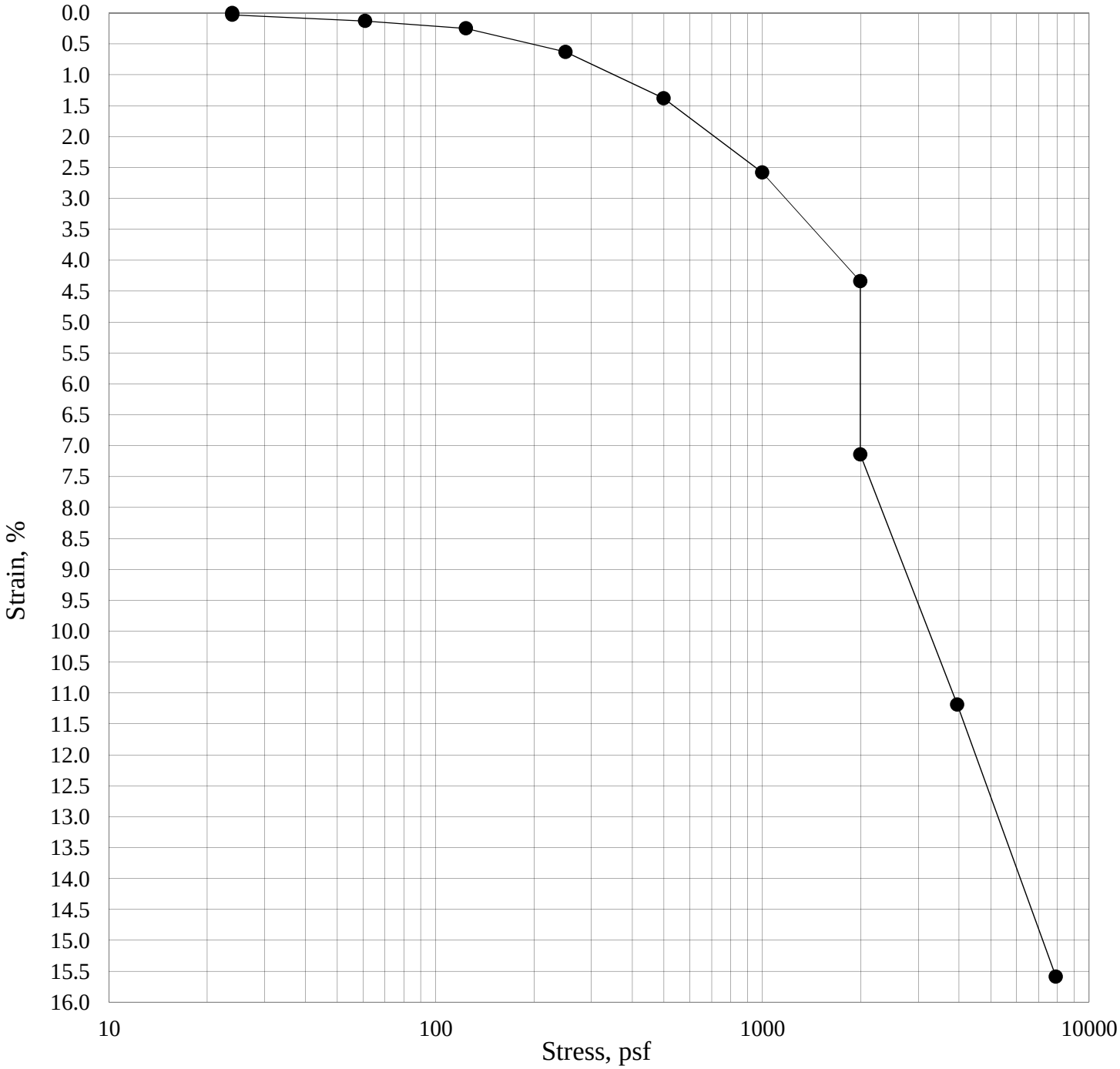
Atterberg Limits' Tests

Project Number: 13-3015

Pearl & Willow

6/12/14



				Initial Dry Density (pcf)	Initial Moisture Content (%)
Boring No.	BH2-U2	Depth:	5 to 7'	**91.0**	**16.7**
Sampled By:	Client	Date Received:	6/9/14		

Soil Description: Sandy Silt, trace clay and pinholes, trace plasticity, olive brown, moist, loose.

6/18/14

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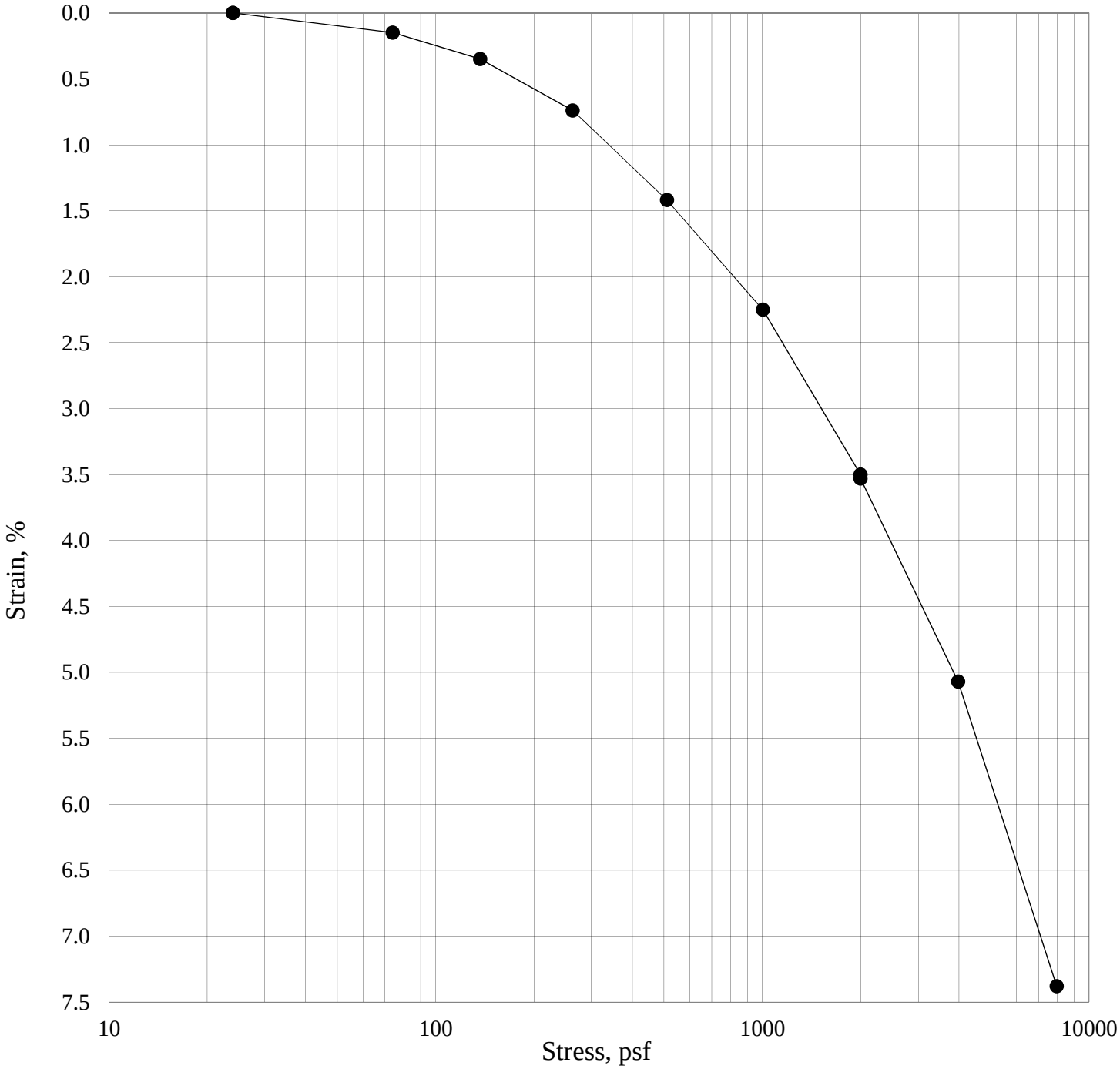
Fax: 406.652.3944

Consolidation/Swell Test

Project Number: 13-3015
Pearl & Willow
Jackson Hole, Wyoming



				Initial Dry Density (pcf)	Initial Moisture Content (%)
Boring No.	BH3-U5	Depth:	13 to 14'	**96.6**	**23.1**
Sampled By:	Client	Date Received:	6/9/14		
Soil Description:	Sandy Silt, nonplastic, reddish brown, moist, loose.				

6/18/14

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Consolidation/Swell Test

Project Number: 13-3015
Pearl & Willow
Jackson Hole, Wyoming

APPENDIX C

ACI Concrete Publications

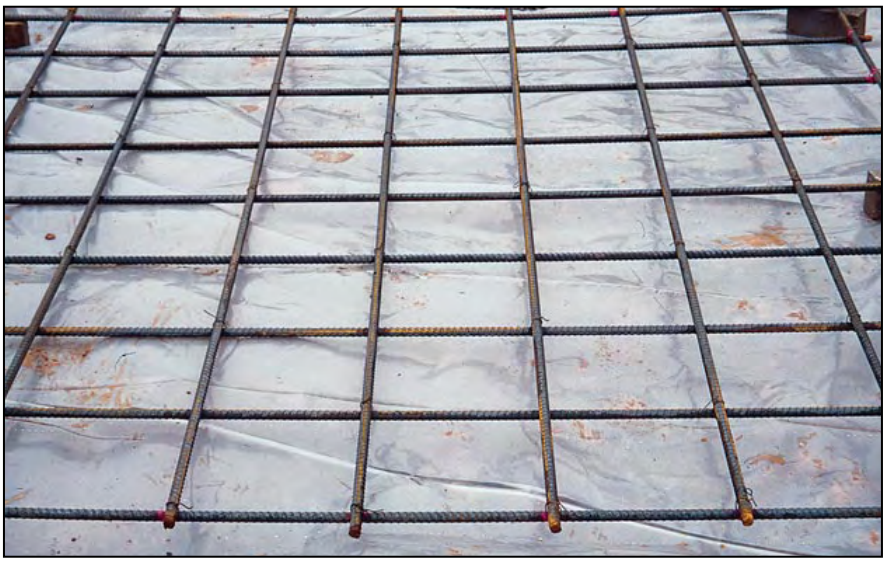
Controlling curling and cracking in floors to receive coverings

Do you worry about excessive cracking or curling in concrete floor slabs placed directly on a vapor retarder? Here are some hints on using reinforcing steel to minimize these defects and avoid floor-covering failures.

By Jerry A. Holland and Wayne Walker

Because of an increasing number of moisture-related floor-covering failures in the past several years, some designers now recommend eliminating the granular blotter layer that's often used between the concrete and the vapor retarder or vapor barrier. Though a blotter layer offers several advantages, it can hold water from many possible sources and cause problems if the floor will receive moisture-sensitive coverings such as sheet vinyl, rubber, wood or similar materials (see reference).

Many designers, however, are reluctant to place concrete directly on a vapor retarder because they fear the floor slab will curl or crack excessively. These defects also can cause floor-covering failures that, in some cases, require remedial work after the building is in service. However, with the correct positioning and amount of reinforcing steel, both curling and cracking can be controlled.



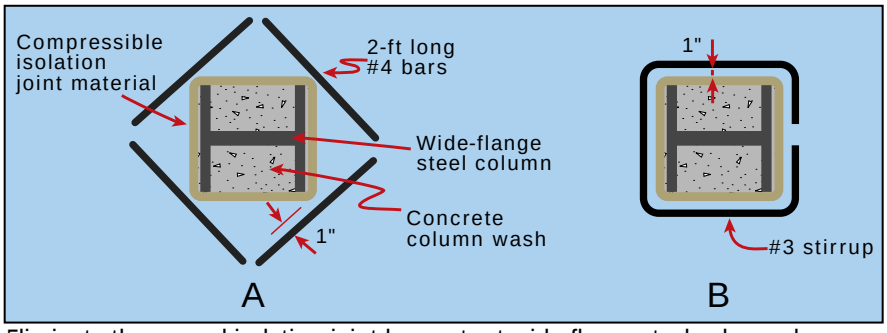
Rebar in concrete slabs placed directly on a vapor retarder help to control slab curling and cracking. Use supported deformed bars no smaller than #4, and space the bars far enough apart so workers can step between them.

Positioning is key

Cracks in a slab-on-grade floor surface are wider at the top than at the bottom. For the best crack control, then, you want the reinforcing steel to be as close to the surface as possible. And you must be able to control the location of the steel so it doesn't change during floor construction. Because of this, I prefer to use supported deformed bars no smaller than #4 instead of light-gauge mesh. Smaller-diameter bars are too limber, requiring too many bar supports, and light-gauge mesh is difficult to keep in the correct location.

For a 5-inch-thick floor slab, I prefer to use #4 bars near the top with 1 inch of clear cover, or #5 bars with 1½ inches of clear cover. For #5 bars, greater cover depth is needed to control plastic settlement cracking over the bar.

Typically, I specify #4 bars spaced 18 inches on center both ways. This amount of steel holds crack faces together tightly enough for nonrigid floor coverings by maintaining aggregate interlock and significantly reducing slab curling. In some instances, closer spacing or larger-diameter bars may be needed. Constructability becomes an issue when bar spacing is so close that workers



Eliminate the normal isolation-joint box outs at wide-flange steel columns by wrapping the column with compressible material and using 2-foot lengths of #4 bars (A) to control cracking at the reentrant corners. To speed up steel placement at the columns, have the rebar supplier fabricate continuous #3 stirrups that workers can easily bend open to fit around the column (B). In either case, the steel should be positioned with a top-and-side clear cover of 1 inch.

can't step into openings between bars. Then larger-diameter bars may be the better choice.

Eliminate joints

Because the reinforcing steel limits crack width, I prefer to eliminate contraction joints and the traditional diamond-shaped isolation joints at columns when floors will receive a covering. I suggest wrapping wide-flange steel columns for the full floor depth with ⅛- to ¼-inch-thick compressible isolation-joint material. For floors receiving coverings that won't tolerate wide cracks, such as ceramic tile, I also suggest placing four 2-foot-long #4 bars near the floor surface, with a top-and-side clear cover of 1 inch to control reentrant-corner cracking (Fig. A). As an alternative, the rebar supplier can fabricate #3 bars as a continuous stirrup that can easily be bent open so the ironworker can fit it around the column (Fig. B). This speeds placement of the steel when there are many columns to be treated. The stirrups also should have a 1-inch top-and-side clear cover.

Carpeting or other floor coverings can tolerate larger crack widths in the concrete subfloor without noticeable distress. When these coverings are used, crack-control measures at columns may not be needed. Simply wrap the columns to isolate them from the slab.

Construction considerations

Some designers use an upper and lower layer of reinforcing steel in the slab to control cracking at both the top and bottom. However, bottom-crack width doesn't affect floor-covering performance. And some of the advantages of these double layers of rebar are offset by placement difficulties; workers spreading the concrete have trouble stepping around the rebar and may displace it during concrete placement.

If the concrete is tailgated or struck off by a self-propelled laser-guided screed, ironworkers can lay out a single layer of steel on the vapor retarder and chair it up as concrete placement and strike-off proceeds. To prevent damage to the vapor retarder, workers can lay down thin sheets of plywood or several folds of plastic sheeting beneath the tires of the concrete truck or the screed. These materials are then moved back as the pour proceeds. The same procedure will help prevent damage to the vapor retarder if motorized buggies are used to place the concrete.

If the concrete is placed by pump or conveyor, all the steel can be chaired up before the pour begins, provided there's enough space between the rebar for workers' feet. If control of crack width requires rebar spacings of a foot or less both ways, I sometimes require placement of a heavy-gauge welded-wire fabric (4x4-inch spacing of 4-gauge wire) on top of the bars. Workers can easily walk on this mesh without sinking into the concrete or twisting their ankles. The closely spaced mesh wires improve crack control, and the material cost is about the same because you can reduce the rebar diameter and maintain about the same steel cross-sectional area.

Weighing the costs

Although controlling curling and cracking by using rebar in the way I've described increases project costs by requiring more than the normal amount of steel, part of this cost increase is offset by savings in other areas. You eliminate the costs associated with overexcavation to accommodate the blotter-layer thickness and for purchasing, placing and compacting the granular material used for the layer. You also save money because workers don't have to cut contraction joints and fill them with a sealant. Nor do they have to form and strip column box outs and place the in-fill concrete later.

Use of a blotter layer is still a viable alternative for controlling curling and cracking. But if the floor will receive a moisture-sensitive floor covering and the blotter layer picks up excessive moisture before, during or after floor construction, a flooring failure is likely. The cost of correcting the failure almost always will be much higher than the cost of using more reinforcing steel.

Jerry A. Holland is structural engineering consultant and Wayne Walker is senior structural engineer for Lockwood Greene Engineers Inc., Atlanta. Holland has more than 30 years of experience and Walker has 20 years of experience designing and troubleshooting concrete slabs on grade.

Reference

Bruce A. Suprenant and Ward R. Malisch, "Where to Locate the Vapor Retarder," *Concrete Construction,* May 1998, pp. 427-433.

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Where to place the vapor retarder

For slabs on grade, should the vapor retarder be located under a granular layer or directly under the concrete? Here are the pros and cons of each location.

BY BRUCE A. SUPRENANT AND WARD R. MALISCH

In the real estate industry, location is everything. The importance of location also applies to a hotly debated topic in the concrete industry—where to place the vapor retarder (or vapor barrier) for slabs on grade. Some specifiers require concrete to be placed directly on the vapor retarder, and others require placement of a granular blotter layer between the concrete and the vapor retarder. Advocates of each option argue that their preference results in a better concrete slab.

Like all engineering decisions, the location of a vapor retarder often is a compromise between minimizing water-vapor movement through the slab and providing the desired short- and long-term concrete properties. However, specifiers must consider the benefits and liabilities of the choice they make.

The case for a granular layer

Finishers prefer concrete placed on a granular base because the base absorbs mix water, shortens the bleeding period and allows floating to start earlier. Australian researchers noted that 4½-inch-slump concrete placed on a granular base lost its bleedwater sheen about two hours faster than the same concrete placed directly on a vapor barrier (Ref. 1).

Base conditions also affect concrete stiffening. In tests performed by The Aberdeen Group, 2½-inch-slump concrete was used for two 4x4-foot, 4-inch-thick slabs. One slab was placed directly on a vapor retarder and the other on a crushed-stone base. Technicians periodically set a steel-shot-filled rubber boot weighing 75 pounds on the surface and measured the footprint indentation (Fig. 1). Concrete on the stone base had stiffened enough after 90 minutes to allow a ¼-inch footprint

Figure 1. Concrete is generally considered to be ready for floating when finishers leave a ¼-inch-deep footprint in the surface. Using a boot filled with steel shot (inset) to produce footprints, we found that 2½-inch-slump concrete placed on a stone base was ready for floating about 45 minutes earlier than the same concrete placed directly on a vapor retarder.

indentation, an indication that floating could begin. Concrete placed directly on the vapor retarder required 45 more minutes of stiffening time before it was ready for floating.

Specifiers who require a granular blotter layer cite additional benefits, saying there is less chance of :

- Puncturing the vapor retarder
- Surface blistering or delaminations caused by an extended bleeding period
- Settlement cracking over reinforcing steel
- Slab curling during drying
- Cracking caused by plastic or drying shrinkage

Many specifiers recommend a 3- or 4-inch-thick layer of trimmable, compactible, self-draining granular fill for the blotter layer. Although concrete sand is sometimes recommended, it doesn't provide a stable working platform. Concrete placement and workers walking on the sand can disturb the surface enough to cause irregular floor thickness and create sand lenses in the concrete.

The case for placing concrete on a vapor retarder

Floor-covering contractors prefer to install their products on concrete slabs that are placed directly on a vapor retarder. If the vapor retarder effectively reduces moisture inflow from external sources, only water in the concrete pores must exit the slab. They believe the often-required vapor-emission rate of 3 pounds/1,000 square feet/24 hours is achieved faster under these conditions. They also believe the uncovered vapor retarder acts as a slip sheet, reducing slab restraint and thus reducing random cracking.

Placing concrete directly on a vapor retarder also eliminates a potential water reservoir that's created when using a blotter layer. Because more subgrade soil must be removed to accommodate the additional 3- to 4-inch-thick blotter layer, the layer is more likely to be placed below finished-grade level, thus increasing the chance of its holding water.

Specifiers who require concrete to be placed directly on the vapor retarder cite these additional advantages:

- Reduced costs because of less excavation and no need for additional granular material
- Better curing of the slab bottom, since the vapor retarder minimizes moisture loss
- Less chance of floor moisture problems caused by water being trapped in the granular layer
- Less radon-gas infiltration

These specifiers recommend using a low water-cement-ratio concrete and water-reducing admixtures to reduce bleeding, shrinkage and curling of concrete placed directly on the vapor retarder. They believe the higher-quality concrete and better curing reduces cracking and produces a better floor.

Table 1. Amount of water in granular layer per 1,000 square feet of floor*

Layer thickness	Water absorbed	Water in voids	Total water
2 in.	220 lbs	2,080 lbs	2,300 lbs
3 in.	330 lbs	3,120 lbs	3,450 lbs
4 in.	440 lbs	4,160 lbs	4,600 lbs

*Well-graded, compactible granular-base material with assumed density of 130 pounds per cubic foot, 1% absorption capacity and 20% voids. A 7% to 8% moisture content would normally be needed to achieve the compaction density typically required.

Granular layer as a water reservoir

When a low-permeability floor covering will be installed on a concrete floor, special care is needed during construction to control moisture content of the subgrade, subbase or granular layer (if used over the vapor retarder). It's best to place the floor after the building is enclosed and the roof is watertight. On many projects, however, this isn't possible, and the granular layer can become a water reservoir.

Water sources and access points. To provide unrestricted floor access for construction activities such as tilt-up panel forming and casting, columns sometimes aren't erected and column blockouts aren't filled until months after floor placement. But rainwater can enter column blockouts that are left open. It can also penetrate joints and cracks, utility penetrations or open closure strips, and increase the moisture content of the subgrade, capillary break or granular layer.

Excessive sprinkling of a granular layer before concrete placement can create a moisture reservoir that will delay drying of the concrete floor. ACI 302.1R-96 (Ref. 2) recommends that the base be dry at the time of concreting unless severe drying conditions exist.

Wet-curing methods such as ponding or continuous sprinkling allow water to enter joints, cracks and other openings, again contributing to a higher than necessary moisture content beneath the floor slab.

Water from construction operations on a newly placed slab also can increase the granular-layer moisture content by entering joints, cracks or slab openings. Such operations include joint sawing, abrasive wet blasting or wet grinding, which may be needed to achieve a flatter floor profile. Sometimes power washing is used to clean debris or other contaminants from the floor.

Most slabs are constructed using a strip-placement sequence that leaves the granular layer exposed to rainwater in uncompleted portions of

the slab. Rollings (Ref. 3) determined that a tile-floor failure was caused by rainwater accumulating in a 3-inch-thick sand layer placed between a 5-inch-thick concrete slab and a polyethylene vapor retarder. One portion of the slab had been left uncompleted for an extended period, exposing the sand layer to prolonged rain and turning it into a reservoir of trapped water.

Water capacity of the granular layer. Table 1 shows the maximum amount of water that can be held in a layer of well-graded, compactible granular-base-course material of various thicknesses. If the floor concrete contained 250 pounds of mix water per cubic yard, 1,000 square feet of 6-inch-thick floor would contain 4,630 pounds of mix water. As shown in Table 1, a 4-inch-thick granular layer under the floor can contain about the same amount of water. And if sand or other high-void-content granular materials are used, the water capacity is much higher.

If the 250 pounds of mix water are used in concrete with a water-cement ratio of 0.50, about 100 pounds of the water will be free water that must evaporate as the floor dries (Ref. 4). Thus a 6-inch-thick, 1,000-square-foot floor slab would hold 1,850 pounds of free (evaporable) water.

Based on Brewer's work (Ref. 5), it would take about 82 days, or roughly three months, for enough free water to evaporate and produce a water-vapor emission rate of 3 lbs/1,000 sf/24 hours. A saturated 2-inch-thick granular layer would need to lose as much water as the concrete. And the water in the layer must move through the concrete. Thus it's likely that a 2-inch-thick saturated, well-graded granular layer could double the time required for the slab vapor-emission rate to reach 3 lbs/1,000 sf/ 24 hrs. It could even prevent the slab from ever reaching that emission rate.

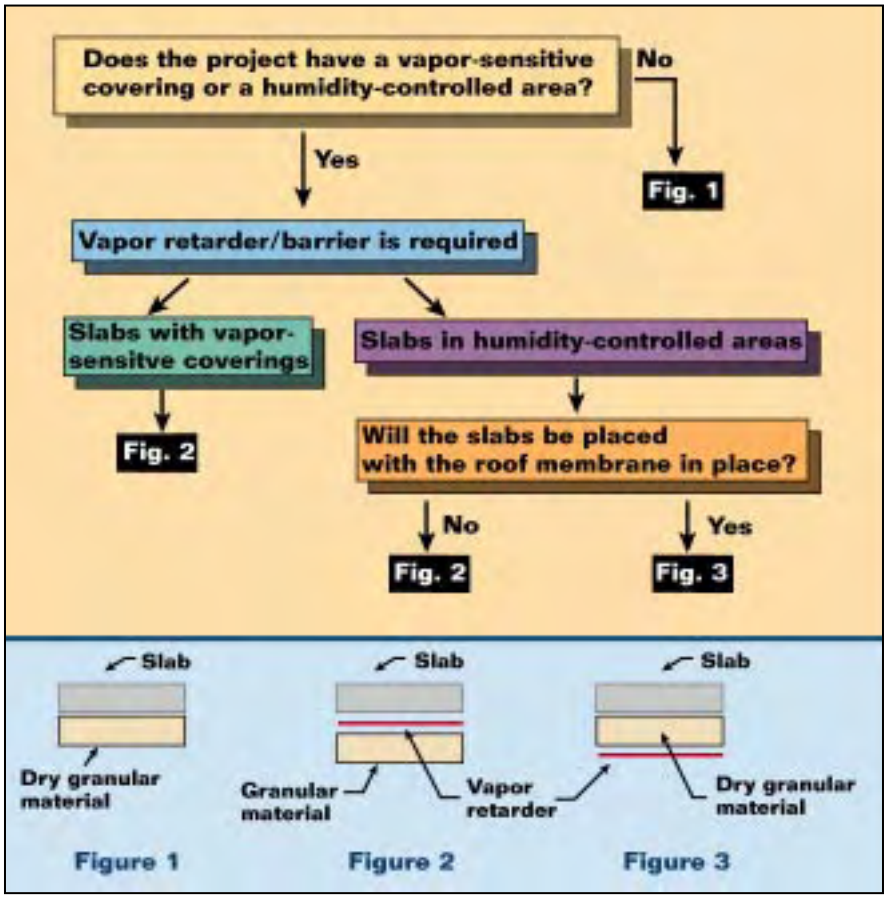

Figure 2. This flow chart helps designers decide if a vapor retarder or barrier is needed and where it should be placed.

Weighing the alternatives

Consulting engineers Jerry Holland and Wayne Walker, Lockwood-Greene Engineers, Atlanta, have developed a flow chart to help designers decide if a vapor retarder is required and, if so, where to place it (Fig. 2).

The chart gives designers the following three options based on the floor's in-service environment and the presence or absence of a vapor-sensitive floor covering:

- Use no vapor retarder
- Use a vapor retarder directly below the slab
- Sandwich a granular layer between the vapor retarder and the slab

ACI Committee 360 is considering inclusion of the flow chart in ACI 360R, *Design of Slabs on Grade*. Because curling is a major concern when concrete is placed directly on the vapor retarder or barrier, notes in the flow chart will provide suggested design options for minimizing curling effects.

Establishing responsibility for moisture-related floor problems

Consider the following scenario based on a concrete subcontractor's actual experience. The subcontractor places and finishes a concrete floor. Flatness and levelness measurements show specification compliance, and test reports indicate the 28-day compressive strength is acceptable. He leaves the job and submits his bill.

Two months later, he's called back by the general contractor. Rainwater has penetrated the slab, which has curled. The floor-covering contractor is concerned about high water-vapor emission rates, and the general contractor worries that the required slab drying time will delay project completion.

The concrete subcontractor is being held responsible for:

- Curling, even though floor flatness met specifications when measured within 72 hours after concrete placement as required by ACI 117-90, *Standard Specification for Tolerances for Concrete Construction and Materials*
- Protecting the slab from external moisture, even though he has completed all the concrete work and is no longer at the site
- Water-vapor emissions from the slab, even though the general contractor followed specification requirements by placing a granular layer over a vapor retarder
- Delays in completion of the project due to these problems

Sound familiar? On this project, the floor contractor returned at his own expense to grind the slabs and minimize curl. Luckily, he was able to convince the design team that the other issues were not his responsibility.

All of these issues should be resolved with the general contractor, design team and owner *before* the slab is placed. Concrete subcontractors should be held responsible for flatness and levelness within the time frame designated by ACI tolerance standards, but not longer. General contractors should be responsible for protecting the slab from external moisture. Only they can coordinate and direct the services of the roofer, excavator and other subcontractors who can help to minimize moisture infiltration. And, unlike the concrete subcontractor, the general is on the project from start to finish.

Concrete subcontractors need to resolve these issues at prepour planning meetings. If they don't, they had better be prepared for the phone call telling them they're responsible for fixing problems caused by rainwater infiltration. To avoid that call, add the items discussed here to your prepour conference checklist.

Editor's note

Discussions, pro and con, for differing vapor-retarder installation options are also given in ASTM E 1643, *Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.*

References

1. T. Anderson and H. Roper, "Influence of an Impervious Membrane Beneath Concrete Slabs on Grade," Concrete Symposium, Brisbane, Australia, 1977, p. 51.

2. ACI 302.1R-96, *Guide for Concrete Floor and Slab Construction*, American Concrete Institute, Farmington Hills, Mich., February 1997.

3. Raymond S. Rollings, "Retail-Grocery — Floor Failure," *Journal of the Performance of Constructed Facilities,* American Society of Civil Engineers, Reston, Va., May 1995.

4. Herman G. Protze, III, "Construction of Concrete Slabs-On-Grade: Moisture Emission Problems," *Solving Moisture-Related Problems with Slabs-On-Grade,* Seminar 24-63, World of Concrete 1997.

5. Bruce A. Suprenant, "Moisture Movement through Concrete Slabs," *Concrete Construction*, November 1997, pp. 879-885.

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Don't use loose sand under concrete slabs

A thin, loose sand layer reduces subgrade support, which can lead to increased slab cracking and poor joint performance

BY BRUCE A. SUPRENANT AND WARD R. MALISCH

Over the past five years, we've received phone calls from contractors who had built floors under which the specifier required a thin sand layer, with no compaction requirement for the sand. The contractors had been called back to repair cracks and joints 6 to 24 months after the slab was placed. The cracks didn't appear to be caused by drying shrinkage, and the joints were showing more than normal deterioration. The problems occurred primarily in slabs subjected to forklift traffic.

The contractors were being held responsible for the repair costs, and they asked, "Is it possible that the sand layer reduces subgrade or subbase support, causing cracking and poor joint performance, especially under repeated loading such as forklift traffic?"

Figure 1. A technician applies load to a compacted soil specimen in a CBR mold. Specimens were loaded with and without sand layers to determine the effect of differing sand-layer thicknesses.

Table 1 Soil sample properties

Soil sample	Dry density (pcf)/moisture content (%)			Compaction test (standard Proctor)	Soil
	No sand	1-in. sand	2-in. sand	Density/moisture	classification
1A	100.1/19.2	99.8/19.6	100.6/19.0	104.9 pcf/19.5%	SC: A-6(5)
1B	100.1/19.7	99.7/19.8	99.8/19.6		
2A	109.5/14.5	109.5/14.5	109.8/14.4	115.0 pcf/14.7%	SC: A-6(3)
2B	109.3/14.6	109.5/14.6	109.4/14.7		
3A	125.4/8.9	125.1/9.1	125.7/9.1	131.9 pcf/9.1%	SC: A-2-4(0)
3B	125.2/9.0	125.1/9.2	125.3/9.0		

The soil is a sand with silty clay and a trace of gravel. The SC is a sand-plastic fines soil classification based on the Unified Soil Classification System. The A-soil classification system is based on the AASHTO soil classification system.

We developed a testing program to gather data that could help answer this question.

Testing subgrade support

To assess the effect of a thin, loose sand layer on subgrade support, we performed duplicate California Bearing Ratio tests (see "What's a CBR Test") using three soil samples with varying dry densities. Each test specimen was tested with no sand, a 1-inch sand layer and a 2-inch sand layer. In addition, we placed 1- and 2-inch sand layers over a steel base and tested that combination to show how the sand would affect subgrade support over a very stiff base.

To start the test, a technician placed the soil into a 6-inch-diameter cylinder mold and compacted it. After compaction, he removed the top extension collar and trimmed the soil to a 4½-inch height. He then inverted the mold and added a 10-pound surcharge weight to the top surface. Consisting of steel discs with holes in the center to accom-

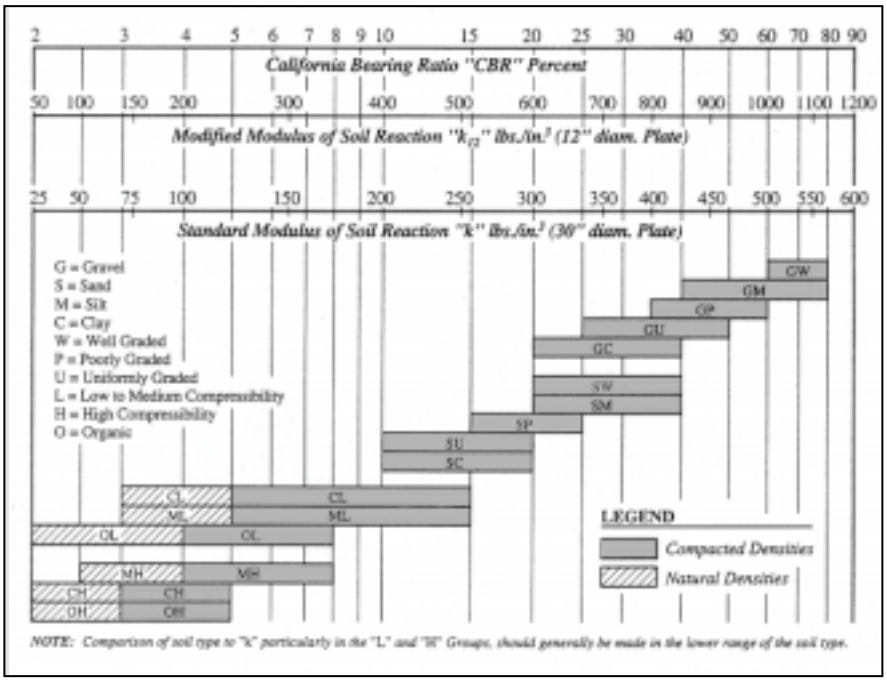

Figure 2. Interrelationships of CBR, k-values and soil classification (from Ref. 2).

Table 2 Effect of a sand layer on measured CBR

Soil sample	No sand	CBR value, % 1-in. sand	2-in. sand
1A	4.0	2.6	1.0
1B	4.0	3.1	2.1
Average	4.0	2.9	1.6
% of no-sand value	100	73	40
2A	8.1	6.3	4.9
2B	8.0	5.6	3.9
Average	8.1	6.0	4.4
% of no-sand value	100	74	54
3A	11.4	4.6	2.5
3B	11.5	4.8	2.6
Average	11.5	4.7	2.6
% of no-sand value	100	41	23
Steel base - A	100*	5.2	2.5
Steel base - B	100	4.9	2.6
Average	100	5.1	2.6
% of no-sand value	100	5.1	2.6

** Not tested; maximum CBR is 100.*

What's a CBR test?

The California Bearing Ratio test, described in ASTM D 1883 (Ref. 1), is a penetration test commonly used to evaluate the potential strength of subgrade, subbase and base course material. To perform the test, a technician uses a cylindrical piston with a 3-square-inch cross section to penetrate the soil at a rate of 0.05 inch per minute. At each 0.1 inch penetration up to 0.5 inch, the technician records the stress needed to push the piston into the soil. The CBR value is the ratio of this stress at different penetration levels to the bearing value of a standard crushed rock. In most cases, CBR decreases as the penetration increases, so the ratio at 0.1-inch penetration is used as the recorded CBR value. Sometimes designers use this value to choose an appropriate slab thickness for anticipated loadings.

modate the piston, the surcharge weight is nearly equivalent to that of a 4½-inch-thick concrete slab. At this point in the test, it's possible to include a four-day wet soaking period. However, we omitted this step since we weren't interested in the CBR of a wet subgrade.

The soil specimen contained in the mold and loaded by the surcharge weights was placed in a testing machine (Fig. 1) that applied load to the piston. A technician measured load and piston penetration distances and used the resulting stress-vs.-penetration curve to compute the CBR values.

To measure the sand-layer effect, the technician placed loose concrete sand in the mold to completely and uniformly cover the compacted subgrade to a depth of 1 or 2 inches. For the steel base used to simulate a stiff base, the technician placed loose sand over the base and added the surcharge weights before applying load to the piston.

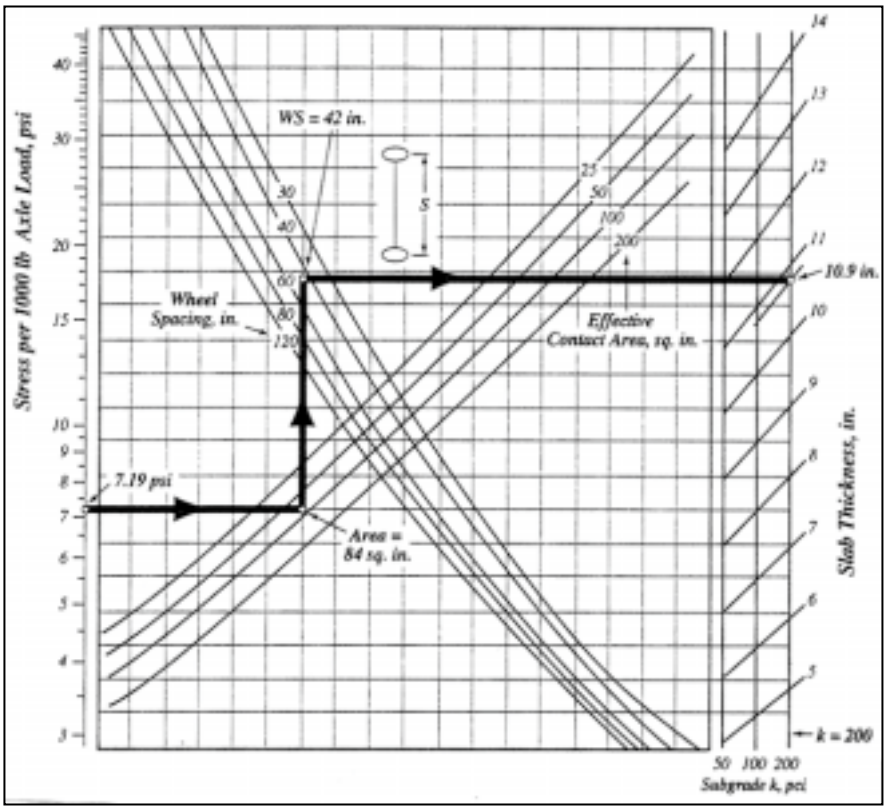

Figure 3. The example in this chart shows that decreasing the k-value from 200 to 50 increases the required slab thickness about an inch. For lighter loadings that yield a thinner slab, the same k-value reduction would still increase thickness about an inch.

Table 3 Effect of sand layer on k-values*

Soil sample	No sand	1-in. sand	2-in. sand
1A	100	50	10**
1B	100	75	25
Average	100	63	18**
% of no-sand value	100	63	18
2A	175	145	125
2B	175	135	100
Average	175	140	113
% of no-sand value	100	80	64
3A	210	125	50
3B	210	125	50
Average	210	125	50
% of no-sand value	100	60	24
Steel base - A	650**	125	50
Steel base - B	650	125	50
Average	650	125	50
% of no-sand value	100	19	8

The k-value is a modulus of soil reaction in lbs/in.^{3} for a 30-inch-diameter plate and was estimated using the CBR values shown in Table 2.

*** Off the chart. In Figure 2, minimum k-value is 25 and maximum is 600. Since a CBR of 100 is possible, a k-value of 650 was estimated.*

The density and moisture content of the compacted specimens also were determined. A comparison of standard Proctor dry-density values shown in Table 1 with the dry densities of the soil samples, also given in the table, shows that all the CBR specimens reached about 95% compaction. Great care was exercised in making sure that the compacted density for a set of specimens was essentially the same. Thus, any measured changes in CBR value would be the result of the presence of a sand layer and not a change in specimen density.

For all the soil samples tested, CBR values decreased dramatically when a thin layer of loose sand was placed over the compacted sample

(Table 2). The decrease was especially large for the sand layer placed over the steel base. For soil sample No. 1 (lowest density), the 1-inch and 2-inch sand layers decreased CBR values to 73% and 40% of the original values, respectively. For sample No. 3 (highest density), the CBR decreases were to 41% and 23% of the original values.

The CBR values for sand layers placed over a steel base provided an interesting comparison. Percentage loss in CBR was very high, but the raw CBR values appear to show that the highest-density soil provided almost as stiff a base as the steel when a sand layer was added. The CBR values for the lowest-density soil with a sand layer are lower, which is understandable given the weaker subgrade support. The CBR values for soil sample No. 2 don't follow this pattern, and we don't know whether this was the result of soil or sand variability or the variability of the test itself. The steel-base values do seem to indicate that if a designer uses a sand layer, the maximum CBR values he could reasonably expect to attain are about 5 and 2.5 for a 1- or 2-inch-thick layer, respectively.

Slab design: Using loose sand requires more concrete

CBR values are sometimes used by floor designers to estimate the modulus of soil reaction (lbs/in.^{3}), or k-value. Using Figure 2, we converted the CBR values from our study to k-values, as shown in Table 3. The k-values are used in slab-thickness design charts to represent the support of the underlying subgrade-subbase combination.

Figure 3 is a design chart from the Portland Cement Association's commonly used slab-on-grade design method. As Table 3 shows, the estimated k-value for soil sample No. 3 decreased from 210 to 50 when a 2-inch sand layer was used. The example problem shown on the chart illustrates the effect of this decrease. For a k of 200, the design slab thickness is about 11 inches, but for a k of 50 it increases to 12 inches (see Reference 3 for the complete example). For lighter loadings that yield thinner slabs, required thickness would still increase by about an inch for a k-value decrease from 200 to 50. For soil sample No. 1, the average k-value with a 2-inch sand layer is 18, which is lower than the lowest value (50) on the design chart.

What's the significance of an extra inch of concrete floor thickness? A value-engineering audit for a floor design sometimes results in slab-thickness decreases as small as ½ inch. Increasing the thickness of a 100,000-square-foot warehouse floor slab by 1 inch would cost about $20,000. The cost of the extra concrete (more than 300 cubic yards) would be about equal to what the concrete floor contractor would be paid for placing and finishing.

What happens if the concrete slab is designed without considering the effect of the sand layer? Based on the design charts and other information (Refs. 2 and 3) for the example shown in Figure 3, the use of a loose sand layer that decreases the k-value from 200 to 50 would result in:

- A flexural stress increase of 25%
- A safety factor decrease from 2.0

Reasons to avoid using sand

There are many reasons for not placing a sand layer under a concrete slab (Ref. 1). These include difficulty in:

- Maintaining a flat, level sand surface during concrete placement
- Maintaining the specified reinforcing steel or dowel basket elevation due to sinking chair supports
- Producing a uniform slab thickness due to shifting sand displaced by concrete

In addition, one engineer (Ref. 2) has linked a sand layer to poor joint performance. He found that under forklift traffic, shifting sand beneath the joint resulted in reduced load-transfer efficiency across the joint. This was especially true at joints where aggregate interlock was the only means of load transfer.

ACI 302.1R-96 (Ref. 3) also discourages the use of a sand layer: "Base material should be a compactible, easy-to-trim, granular fill that will remain stable and support construction traffic. The use of so-called cushion sand or clean sand with uniform particle size, such as concrete sand meeting ASTM C 33, will not be adequate. This type of sand will be difficult, if not impossible, to compact and maintain until concrete placement is complete."

In revising its "Concrete In Practice" series, the National Ready Mixed Concrete Association is eliminating references to a sand layer and using ACI 302 terminology for base material. But specifiers still call for sand cushions, and some articles and publications still suggest using a sand layer under a concrete slab (Refs. 4 and 5).

References

1. Carl Bimel, "No Sand, Please," *The Construction Specifier,* June 1995, p. 26.

2. William J. Brickey, "Try Crushed Stone Under Slabs-on-Grade," The *Construction Specifier*, July 1990, p. 9.

3. ACI 302.1R-96, "Guide for Concrete Floor and Slab Construction," American Concrete Institute, Farmington Hills, Mich., 1996, p. 16.

4. "Concrete Slab Surface Defects: Causes, Prevention, Repair," Portland Cement Association, Skokie, Ill., 1987, pp. 4, 7, 10.

5. Gregory Dobson, "Concrete Floor Slabs: Recognizing Problems Before They Happen," *Concrete International*, June 1995, p. 46.

to 1.6

- An actual flexural stress that exceeds the fatigue limit, meaning that floor failure would now be determined by load repetitions rather than maximum load
- Failure at 14,000 load repetitions, though the floor was designed for an unlimited number of load repetitions

When specifiers require contractors to place concrete over a sand layer, the contractors don't know if the designer has increased the slab thickness to account for the weaker sand-layer support shown by our data. If the slab thickness wasn't increased, more later-age cracking and poorer joint performance may result, especially for slabs subjected to heavy construction loads, such as cranes or concrete trucks.

There are many good reasons for not using a sand layer under a concrete slab (see sidebar). If specifications call for a sand layer, contractors should discuss the implications with the architect and engineer before the project begins, and request that the sand layer be replaced with a compactible stone base. Based on our data, repair costs for slabs placed on thicker sand layers shouldn't necessarily be borne by the contractor.

References

1. ASTM D 1883-92 "Standard Test Method for CBR (California Bearing Ratio) of Laboratory-Compacted Soils," ASTM, West Conshohocken, Pa., 1992.

2. Boyd C. Ringo and Robert B. Andersen, *Designing Floor Slabs on Grade,* 2nd ed., The Aberdeen Group, 1996.

3. ACI 360R-92, "Design of Slabs on Grade," American Concrete Institute, Farmington Hills, Mich., 1997.

Acknowledgment

All of the laboratory work for this investigation was carried out by Blair G. Peterson, senior engineering technician, CTC-Geotek, Denver. We appreciate Blair's conscientious attention to detail while conducting the tests.

Publication #C99C0223

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APPENDIX D

GROUNDWATER MONITORING RESULTS

Client: CLB
Project Pearl & Willow Phase 2

Monitoring Well Data:
Depth below top of casing (TOC)

MW-1	MW-2	Date	Logged by:
24.2	14.23	5/31/2014	JB
DRY @ 24.4'	14.2	6/3/2014	CHL
DRY	14.23	6/5/2014	HK
24.34	DRY	6/6/2014	HK
24.28	DRY	6/9/2014	HK
24.3		6/11/2014	HK
24.3	DRY	6/13/2014	HK
24.34	DRY	6/16/2014	HK
DRY	DRY	18-Jun	JB
DRY	DRY	7/3/2014	JB

JORGENSEN ASSOCIATES, PC
Engineering • Land Surveying • Planning

Mr. Phelps Swift
Willow Street Partners
PO Box 4099
Jackson, Wy. 83001

March 4, 2014

Re: Jorgensen Associates Project 13070.00 & 14704

Dear Phelps;

On February 3, 2014, I inspected your three buildings located at 141/155 East Pearl Street for the presence of any asbestos containing building materials. I collected bulk samples of suspect materials and sent them to EMSL Laboratories for analysis using Polarized Light microscopic techniques. All of the results were negative.

I have attached a copy of the lab report for your files.

Sincerely,

Steve Harrington

P.O. Box 9550 - 1315 Hwy 89 South, Suite 203 - Jackson, WY 83002 - Phone: 307.733.5150 - Fax: 307.733.5187
E-mail: ja@jorgensenassociates.com
H:\2014\14704\DOCS\14704.00 Asbestos report.doc

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone/Fax: (212) 290-0051 / (212) 290-0058
http://www.EMSL.com manhattanlab@emsl.com

EMSL Order:	031404688
CustomerID:	JORG50
CustomerPO:	14704
ProjectID:	

Attn: **Jorgensen Associates, PC**
P. O. Box 9550
Jackson, WY 83002

Phone:	(307) 733-5150
Fax:	(307) 733-5187
Received:	02/05/14 3:46 PM
Analysis Date:	2/6/2014
Collected:	2/4/2014

Project: **MLS/ 155 E PEARL**

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos %	Fibrous	Non-Asbestos %	Non-Fibrous	Asbestos % Type
MLS-1C *031404688-0001*	2X4 CEILING TILE/ KITCHEN	Tan Fibrous Homogeneous	25% 12%	Cellulose Glass	63%	Non-fibrous (other)	**None Detected**
MLS-2W *031404688-0002*	WALL TREATMENT/ KITCHEN	White Non-Fibrous Homogeneous			3% 65% 32%	Mica Ca Carbonate Non-fibrous (other)	**None Detected**
MLS-3C *031404688-0003*	2X4 CEILING TILE FILE AREA	Tan Non-Fibrous Homogeneous	35% 40%	Cellulose Min. Wool	25%	Non-fibrous (other)	**None Detected**
MLS-4C *031404688-0004*	2X4 CEILING TILE BASEMENT	Gray/White Fibrous Homogeneous	40% 25%	Cellulose Min. Wool	20% 15%	Perlite Non-fibrous (other)	**None Detected**
MLS-5F-Floor Tile *031404688-0005*	12X12 FLOORTILE/ B/ UPSTAIRS	Black Non-Fibrous Homogeneous			22% 78%	Ca Carbonate Non-fibrous (other)	**None Detected**
MLS-5F-Mastic *031404688-0005A*	12X12 FLOORTILE/ B/ UPSTAIRS	Tan Non-Fibrous Homogeneous			18% 82%	Ca Carbonate Non-fibrous (other)	**None Detected**
MLS-6W *031404688-0006*	WALL TREATMENT/ B/ MAIN LEVEL	White Non-Fibrous Homogeneous			2% 55% 43%	Mica Ca Carbonate Non-fibrous (other)	**None Detected**
MLS-7C *031404688-0007*	CEILING TREATMENT 141	Gray/White Non-Fibrous Homogeneous	11%	Cellulose	32% 57%	Gypsum Non-fibrous (other)	**None Detected**

Analyst(s)

Emmanuel Alberto (5)
Emily Myint (4)

James Hall, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. New York, NY AIHA-LAP, LLC–IHLAP Accredited #102581, NVLAP Lab Code 101048-9, NYS ELAP 11506, NJ NY022, CT PH-0170, MA AA000170

Initial report from 02/06/2014 09:22:31

EMSL Analytical, Inc.
307 West 38th Street, New York, NY 10018
Phone/Fax: (212) 290-0051 / (212) 290-0058
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EMSL Order:	031404688
CustomerID:	JORG50
CustomerPO:	14704
ProjectID:	

Attn: **Jorgensen Associates, PC**
P. O. Box 9550
Jackson, WY 83002

Phone:	(307) 733-5150
Fax:	(307) 733-5187
Received:	02/05/14 3:46 PM
Analysis Date:	2/6/2014
Collected:	2/4/2014

Project: **MLS/ 155 E PEARL**

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos				Asbestos
Sample	**Description**	**Appearance**	**%**	**Fibrous**	**%**	**Non-Fibrous**	**% Type**
MLS-8F *031404688-0008*	RED FLOORING ABOVE 141 KITCHEN	Red/Black Fibrous Heterogeneous	20%	Cellulose	20% 45% 15%	Ca Carbonate Matrix Non-fibrous (other)	**None Detected**

Analyst(s)

Emmanuel Alberto (5)
Emily Myint (4)

James Hall, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. New York, NY AIHA-LAP, LLC–IHLAP Accredited #102581, NVLAP Lab Code 101048-9, NYS ELAP 11506, NJ NY022, CT PH-0170, MA AA000170

Initial report from 02/06/2014 09:22:31

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SECTION 9C
ENGINEER'S REPORT
Prepared January 21, 2015; Revised February 3, 2015

A. INTRODUCTION

This Final Development Plan Engineer's Report is intended to provide the engineering basis for design and discuss engineering related issues for the development of Consolidated Phases 2 & 3 of the Pearl and Willow PMD. The basic layout and design elements are shown on the accompanying Engineering Drawings and the general engineering items are discussed here. The Master Plan covered many of the engineering concerns related to the overall project, and the 2004 Phase 1 documents dealt with them in detail as they related specifically to Phase 1.

B. SOILS AND SITE CONDITIONS

A soils investigation was performed by Womack and Associates in the summer of 2014 and the report is a part of the FDP supporting documentation. (See Section 9A of this Application Notebook.) Concerns regarding a perched groundwater table, the presence of silty clay material below the foundation, and soil shoring during construction were the main concerns of the report. The perched water table is a seasonal phenomenon and is located below the planned garage slab level. Groundwater can be avoided by scheduling construction to occur after the seasonally high groundwater has past. If dewatering is necessary, coordination with the Town for the disposal of the dewatering discharge will be necessary.

C. ACCESS, TRAFFIC, AND PARKING

Three parking areas are part of the Consolidated Phases 2 & 3 development. 15 at-grade covered parking spaces on the west side of the development, 5 covered tuck-under spaces along the alley on the north side of the development, and 42 below-grade spaces accessed from the alley. Required parking space calculations are explained in Section 2 and 8 of this Application Notebook and not covered here. Disability parking is included in the at-grade parking and below grade levels. The below grade parking for Consolidated Phases 2 & 3 will be combined with the Phase 1 below grade parking by removing a

common wall and sharing ingress and egress ramps. Currently the Phase 1 parking has one ramp to serve both ingress and egress. An additional ramp will be constructed as part of Consolidated Phases 2 & 3 to provide dedicated ingress while the Phase 1 ramp will serve as dedicated egress. Drive aisles, corner widths, parking stalls, vertical clearances, and ramps meet the minimum dimensions as presented in the Town of Jackson Underground / Enclosed Parking Facility Design Guidelines and the approved Master Plan.

D. GRADING, DRAINAGE, STORMWATER, AND SNOW STORAGE

Site grading is limited by the constraints of the adjacent structures to the east and west, the alley to the north, and Pearl Avenue to the south. The site generally slopes from the east to the west and from the south to the north. ADA access routes are provided.

Stormwater routing is dependent on the final structural configuration of the building and is likely to be revised. Final plans will be coordinated with the Town Engineer and submitted with the building permit. Area drains are used to collect stormwater runoff and snow melt in the courtyard and plaza areas of the main level. Runoff from awnings and roofs will be collected in roof drains and piped with runoff from the area drains to an underground stormwater detention and infiltration basin on the west lot line of the development. Runoff will be released at or below predevelopment runoff rates from the detention basin with the use of limited pipe sizes and a variable discharge weir configuration. Stormwater is released to the stormwater main in the alley. Stormwater from the egress ramp and melt water from the below ground parking will be piped to a sand/oil separator and pumped up to the detention basin for discharge in to the Town storm main.

Snow storage from the plaza will be handled in the courtyard area. With flat roofs to hold snow and a relatively small plaza and courtyard area volumes of snow will be limited.

E. WATER AND SEWER

A 6-inch water service was installed from the Willow Street main in to the Phase 1 building. Easements were provided to extend the 6" line for fire suppression and two 2" water services for domestic use in to Consolidated Phase 2 & 3. Phase 1 flow and pressure calculations will be reviewed and verified as part of the construction document phase of the development. Preliminary review indicates flows and pressures

from these existing lines are adequate to serve Consolidated Phase 2 & 3. It is critical to verify domestic and fire flows are available at adequate pressures to the upper levels of the building. An existing service line from Pearl will be abandoned per the TOJ standards.

An existing 8" TOJ sewer main runs along, and not quite parallel with the west property line of the project. This existing sewer main is in conflict with the construction proposed for this project. The project proposes to remove the existing sewer main and relocate it inside the building. An 8" ductile iron pipe will be used to carry the flows through the building. The pipe will be protected from damage within the garage with bollards or other protective devises. The building sewer will discharge in to the 8" sewer main with a wye fitting. Existing sewer services and the existing main will be abandoned per TOJ standards.

F. CABLE UTILITIES AND GAS

Cable utility and gas connections for Phases 2 and 3 were planned as part of Phase 1. The main power and utilities were installed in Phase 1 and provisions for the continuation of these services to Phases 2 and 3 were partially constructed. Consolidated Phase 2 & 3 will connect to the existing facilities in Phase 1 and land them in the mechanical and electrical rooms of the project. Existing utilities in the alley will need to be relocated to accommodate the new ramp and provisions to serve other buildings along the alley coordinated.

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Zaist Construction Management, LLC
P.O. Box 547
Teton Village, Wyoming 83025

Pearl & Willow Phase II Project: Construction Management Plan – 11/15/14

Scope of Work- the scope of work consists of the following main activities:

-Demolition of the existing on site buildings

-Construction of the Pearl & Willow Phase II building which consists of approximately 65,000 square feet of building with one level below grade and four levels (~44,000 square feet) above grade

Preliminary Construction Schedule:

-Demolition activities: 1 April 2016 -30 April 2016

-Building Construction: 1 May 2016 ~30 April 2018

Site Logistics: The building footprint covers the majority of the site. This will require close management of the site footprint due to limited room for activities other than direct construction execution. These activities to be addressed off site include:

-Material laydown and storage

-Project site offices

-Concrete wash out

-Prefabrication of construction components

The project intends to secure property within the immediate vicinity to support these activities. The location is not determined at this point in time.

The project site is bordered by the Town of Jackson alley to the north and Pearl Street on the south. It is understood that any impact to these areas must be managed closely with the Town. At this primary stage it is not feasible to define these impacts. ZCM has extensive experience working on tightly constrained sites and will commit to taking a proactive approach to managing these areas and communicating with the Town.

Site Fence: a chain link fence will be installed on the perimeter. It will have a dark colored screening fabric attached to it.

Office Trailers and Parking: there will be very little onsite parking due to the site constraints. Worker parking will be of site.It is expected that a very small site trailer can be located at the site with the balance of trailers for offices or storage being located at the offsite yard.

Work Hours: noise producing construction activities will be primarily Monday through Friday within the period from 7 a.m. to 6 p.m. Saturdays will be utilized for any activity that requires additional effort to maintain schedule. Also, crews that have traveled from long distances may work Saturdays and on occasion a Sunday prior to returning to their home base.

DRAFT

ZCM

Zaist Construction Management, LLC
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Tower Crane- it is expected that a tower crane will be erected within the footprint of the site. It is anticipated that the radius of the crane will go over portions of the neighboring properties. The project will take the necessary steps to review this matter with the affected property owners and gain the necessary approvals.

Noise Level- noise levels will be that associated with the type of equipment involved with the execution of the work including earthmoving equipment, pile drilling rigs, concrete trucks, concrete pump trucks, mobile cranes et al.
Use of radios for personal enjoyment at the site will be discouraged and the sound level will be monitored to ensure it is not offensive to the public.

Lighting-during periods of the year when work activities will be executed outside of daylight hours there will be temporary site construction lighting installed to provide safe access and safe work areas. This limited amount of lighting will generally be within temporary enclosures or within the building structure thereby having minimal impact outside the building.

Dust Control- the site will be monitored on a daily basis. If dry soil conditions occur where dust is being generated the site will be watered to control this.

Trash Control-"dumpster" trash collection containers will be kept at the site behind the site fence and monitored on a daily basis to ensure they are maintained properly. Construction waste will be separated to meet Teton County requirements-currently this includes having separate dumpsters for wood, metal and construction debris.

Pedestrian and Traffic Circulation- Pedestrian and vehicle traffic will be maintained on the adjacent sidewalks and streets. The objective is that any impacts will be identified ahead of time and these will be coordinated with the appropriate individuals from the Town of Jackson.

Storage of material and equipment: Storage of materials at the site will be limited due to space constraints. It will be for materials that are ready for near term installation and these are to be kept behind the site fence. The project intends to maximize storage at suppliers and subcontractors yards off site and to coordinate the work for a just in time delivery approach. It is anticipated that there will be some limited off site storage available when an off site laydown yard is selected.
When the foundation is completed and the level one deck is in place there will be some added space available at site for short term material storage. This location is where the future courtyard will be located.

DRAFT

Zaist Construction Management, LLC
P.O. Box 547
Teton Village, Wyoming 83025

Pet Control: pets will not be allowed at the work site. This will be a requirement within the subcontracts for this work.

Construction driveway specification: there will not be a need for any new construction access.

Signage: A plan will be defined for adding informational signage around the perimeter of the site to provide guidance for pedestrian traffic.

Contact Info: Stan Zaist, ZCM
690-1257
stanz@zaistcm.com

DRAFT

155 EAST PEARL PLACE

CONDOMINIUM ADDITION TO THE TOWN OF JACKSON

DECLARATION OF CONDOMINIUM

155 EAST PEARL PLACE
CONDOMINIUM ADDITION TO THE TOWN OF JACKSON
DECLARATION OF CONDOMINIUM
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DECLARATION OF CONDOMINIUM

155 EAST PEARL PLACE
CONDOMINIUM ADDITION TO THE TOWN OF JACKSON

THIS DECLARATION is made this ____ day of _____ 2015, by Willow Street Partners LLC, a Wyoming limited liability company (the "Declarant"), pursuant to the Condominium Ownership Act under Wyoming Statute §34-20-101 et seq. ("the Act").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of certain real estate situated in the Town of Jackson, County of Teton, and State of Wyoming, legally described in Exhibit "A," together with all buildings and improvements constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate (the "Property"); and

WHEREAS, Declarant desires to create a condominium known as 155 East Pearl Place by submitting the Property to the Act and to establish a uniform plan for the development, sale and ownership of 155 East Pearl Place.

WHEREAS, Declarant desires to protect the value and desirability of the Condominium Project, to create a harmonious and attractive development, and to promote and safeguard the health, safety, convenience, and welfare of the Owners of the Units in the Condominium Project.

NOW, THEREFORE, Declarant, as the owner of the Property, hereby declares as follows:

ARTICLE I
DEFINITIONS

Definitions. As used herein, the following words and terms shall have the following meanings:

1.1 Act. The Condominium Ownership Act, Wyoming Statute §34-20-101 et seq.

1.2 Allocated Interests. The undivided interest in the Common Elements, the Common Expense Liability and the votes in the Association allocated to each of the Units in the Condominium Project. The formulas used to establish the Allocated Interests are described in Section 2.4 and the Allocated Interest for each Unit are set forth on Exhibit "B."

1.3 Association. 155 East Pearl Place Association, a nonprofit mutual benefit corporation organized under Wyoming Statute §17-19-101 et. seq.

1.4 Board. The Board of Directors of the Association.

1.5 Building. The structure or structures constructed or located on the Property pursuant to this Declaration.

1.6 Bylaws. The Bylaws of the Association.

1.7 Commercial Unit. Each of the individually owned Units designated on the Condominium Plat as Units _____ each of which will be occupied and used by the Unit Owners and Occupants for office and retail purposes or such other uses permitted by the applicable zoning ordinances and not otherwise prohibited by this Declaration.

1.8 Condominium or Condominium Project. The condominium created by this Declaration.

1.9 Condominium Plat. The plat of 155 East Pearl Place Addition to the Town of Jackson recorded with the Teton County Clerk as it may be amended from time to time.

1.10 Declarant. Willow Street Partners LLC, a Wyoming limited liability company, its successors and assigns.

1.11 Deed Restricted Units. Units _____ _____ that have been made available to "qualified buyers" or qualified employees as determined by the Teton County Housing Authority as a condition of the approval of 155 East Pearl Place Final Development Plan to further the Town of Jackson and Teton County's goal to make realistically attainable housing by full time working residents of Teton County. For all purposes other than the deed restriction, a Deed Restricted Unit is a residential unit.

1.12 Common Elements. The Common Elements include the General Common Elements and the Limited Common Elements.

1.13 General Common Elements. The General Common Elements as described in Section 3.1 below.

1.14 Limited Common Elements. Those portions of the General Common Elements as described by Wyoming Statute §34-20-103 for the exclusive use of one or more but fewer than all of the Units, and any limited common elements specifically allocated to Units as may be shown on the Condominium Plat or other recorded instrument.

1.15 Occupant. Any person or persons in possession of a Unit, including Unit Owners, lessees, guests, agents, employees and invitees of such person or persons.

1.16 Owner. The Owner of a Unit as identified on the most recent deed of record filed in the office of the Teton County Clerk.

1.17 Period of Declarant Control. The maximum period of time defined and limited by Section 9.3 of this Declaration during which the Declarant may, at its option, control the Association.

1.18 Property. The real estate described in Exhibit "A," together with all buildings and improvements constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate.

1.19 Residential Unit. Each of the individually owned Condominium Units designated on the Condominium Plat as Units _____ each of which shall be occupied and used by Unit Owners and Occupants for residential and residential rental purposes only, or such other uses permitted by applicable zoning ordinances and not otherwise prohibited by this Declaration.

1.20 Special Declarant Rights and Additional Reserved Rights. The rights reserved herein for the benefit of Declarant are described in Article IX.

1.21 Unit or Condominium Unit. Those certain individual air spaces as designated and delineated on the Condominium Plat. Each Unit will consist of the area measured horizontally from the Unit side of glass or the inside face of the exterior walls to the face of the drywall on the demising walls separating one Unit from another Unit, stairwells, elevators or other mechanical equipment spaces or any Common Elements or

to the Unit side of the opposite exterior wall(s). Each Unit shall consist of the area measured vertically from the top of the floor to the lowest point of any girder or structural portion of the roof or ceiling. Notwithstanding the fact that they may be within the boundaries of said Unit airspace, the following are not part of a Unit insofar as they are necessary for the support or use and enjoyment of another Unit: structural components of the improvements, such as columns, support beams, girders, struts, posts, bearing walls, floors, ceilings and roofs, foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires, roof drainage pipes and other utility installations, except the outlets thereof located within the Unit.

1.22 General. All capitalized terms used herein, and not defined herein, shall have the meaning given to such terms in the Act, unless the context clearly indicates otherwise.

ARTICLE II
SUBMISSION OF PROPERTY TO THE ACT

2.1 Submission. Declarant hereby submits the Property to the Act.

2.2 Name. The Condominium shall hereafter be known as the "155 East Pearl Place Addition to the Town of Jackson" or the "155 East Pearl Place."

2.3 Division of Property into Separately Owned Units. Declarant, pursuant to the Act, and to establish a plan of condominium ownership for the Condominium, does hereby divide the Property into multiple Units and does hereby designate all such Units for separate ownership. Each Unit and its boundaries shall be designated and delineated on the Condominium Plat as it may be amended from time to time.

2.4 Allocated Interests.

a. *Allocation of Interests.* The Allocated Interests assigned to each Unit are set forth on Exhibit "B." These interests have been generally allocated in accordance with the formulas described below. The Allocated Interests to each Unit establishes its relative ownership of undivided interest in the General Common Elements, of Association votes, and its respective liability for a percentage of the Common Expenses for the Condominium Project.

b. *Formula for the Allocation of Interests.* The interests allocated to each Unit have been calculated by the following formulas:

1. *Undivided Interests in the Common Elements.* The percentage of the undivided interests in the Common Elements allocated to each Unit is based upon the relative floor area of each Unit as compared to the floor area of all Units in the Condominium Project.

2. *Common Expenses Liability.* The percentage of Common Expenses liability allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all Units in the Condominium Project. That portion of the Common Expenses arising from the maintenance, repair, and replacement of the underground parking area may be allocated based upon a formula which will generally be based upon the relative usage of the underground parking garage such as the number of Limited Common Element parking spaces assigned to a particular Unit that bears to all the Limited Common Element parking spaces located in the underground parking garage.

3. *Votes.* The vote allocated to each Unit is set forth on Exhibit "B."

2.5 Apportionment and Assessment of Taxes. The real estate taxes, assessments and other charges of the State of Wyoming, Teton County or other political subdivision or any special improvement district or any other taxing or assessing authority shall be assessed against and collected on each Unit, each of which shall be carried on the tax books of the Teton County Assessor as a separate and distinct parcel for the purpose and not on the Property as a whole. The valuation of the General Common Elements shall be assessed proportionately upon each individual air space Unit in accordance with Exhibit "B." Appropriate written notice shall be delivered to the Teton County Assessor for these purposes and such other action shall be taken to effectuate the foregoing purposes and intents to tax the Units separately including their proportionate share of the General Common Elements.

2.6 Combination and Division of Units. The Declarant reserves the right, as to all Units then owned by it, to: (i) physically combine the space within one Unit with the space within one or more adjoining Units; (ii) combine a part of or combination of parts of the space within one Unit with parts of the space within one or more adjoining Units; and (iii) to divide into separate Units the space of one Unit. In such event, the aggregate or divided undivided interest in the Common Elements and voting rights

resulting therefrom shall be reflected by an amendment to Exhibit B hereof. The Declarant may file an amendment to the Condominium Plat in order to evidence and formalize such combinations or divisions of Units.

2.7 Occupancy of Multiple Units. With the written consent of the Board, two (2) or more Units may be utilized by the Owner(s) thereof as if they were one Unit. If authorized by the Board, any walls, floors, ceilings, or other structural separations between any such Units, or any space which would be occupied by such structural separation, may for as long as the two or more Units are utilized as one Unit, be utilized by the Owners of the adjoining Units as Limited Common Elements, except to the extent that any such structural separations are necessary or contain facilities necessary for the support, use or enjoyment of other Units.

ARTICLE III
GENERAL COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND UNITS

3.1 Description. Except as otherwise provided in this Declaration, the General Common Elements shall consist of all portions of the Property, except the Units and the Limited Common Elements. Without limiting the generality of the foregoing, the General Common Elements shall include (i) the land, the roads, the sidewalks, the common parking areas, the courtyard, the utility infrastructure, and other common areas; (ii) all pipes, roof drainage pipes, ducts, flues, chutes, conduits, wires and other utility installations to (but not at) the outlets within the Units; and (iii) such structural component parts of walls, floors, ceilings, and other structures and installations such as columns, support beams, girders, posts, bearing walls, floors, ceilings, foundations, and roofs notwithstanding the fact they may be within the boundaries of the Unit(s). Each owner shall own an undivided interest in the General Common Elements as a tenant in common with all the other Owners, and, except as otherwise limited in this Declaration, shall have the right to use the General Common Elements for all purposes necessary and incidental to the use and occupancy of his Unit which right shall be appurtenant to the Unit.

3.2 No Severance of Ownership. No owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the General Common Elements, it being the intention hereof to prohibit any severance of such appurtenant ownership.

3.3 Partition Prohibited. The Common Elements shall be owned in common by all the Owners of the Units and shall remain undivided and no Owner shall bring an action for partition or division of the Common Elements.

3.4 Easements.

a. *Encroachments.* In the event that, by reason of the construction, reconstruction, settlement or shifting of the building(s), or the design or construction of any Unit, any part of the General Common Elements encroaches or shall hereafter encroach upon any part of the Limited Common Elements or any other Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts, or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space shall exist for the benefit of such Unit and the General Common Elements, as the case may be, so long as all or any part of the building(s) containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the General Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

b. *Easements for Certain Utilities.* The Board may hereafter grant easements for utility purposes for the benefit of the Units and the Property, including the right to install, lay, maintain, repair and replace water lines, sewer lines, gas lines, telephone wires and equipment, and electrical conduits, and wires over, under, along and on any portion of the General Common Elements; and each Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge, and record, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing.

c. *Easements Through Units.* Easements are hereby declared and granted to install, lay, maintain, repair, and replace any pipes, wires, ducts, conduits, public utility lines, water lines, roof drainage pipes, sprinkler/fire suppression lines, or structural components running through the Units.

d. *Easements to Run With Land.* All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successor and assigns, and any owner, purchaser, mortgagee and other person having an interest in the Property or any portion thereof.

3.5 Use of General Common Elements.

a. *Regulation by Board.* No person shall use the General Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be adopted by the Board.

b. *Management, Maintenance, Repairs, Alterations, and Improvements.* Except as otherwise provided herein, the management, maintenance, repair, alteration and improvement of the General Common Elements shall be the responsibility of the Board. The Board may delegate all or any portions of this authority to discharge such responsibility to a manager or managing agent.

c. *Use of General Common Elements.* Subject to the rules and regulations from time to time promulgated by the Board, all Owners may use the General Common Elements in such manner as will not restrict, interfere, or impede with the use thereof by the other Owners, except as follows:

1. *Appurtenances.* Each Owner is hereby granted a non-exclusive and irrevocable license to use and enjoy the appurtenances to his Unit.

2. *Common Parking Areas*. Unless otherwise designated as Limited Common Elements, all parking areas as shown on the Condominium Plat or other recorded instrument shall constitute General Common Elements. The Board may from time to time, establish rules concerning the use of the parking areas.

3. *Access.* All Owners shall have free and unimpaired access on the common roads and sidewalks for vehicular and pedestrian access. The Board may establish rules concerning access issues from time to time.

4. *Loading Areas.* Reasonable access and loading areas shall be established for use by the Units in a manner which provides the least interference to the use of the General Common Elements by the other Owners.

5. *Mechanical Rooms.* The Mechanical Rooms, designated on the Condominium Plat as General Common Elements, shall be used for facilities, utilities and other systems for the benefit of the Units.

6. *Elevators.* Elevators shall constitute Limited Common Elements for the benefit of those Units accessed by such elevators. The expense of maintenance, repair and replacement for an elevator shall be borne by the Unit Owners that use such elevator on a pro rata basis according to their relative Allocated Interests.

7. *Stairways.* Stairways shall constitute Limited Common Elements for the benefit of those Units accessed by such stairways.

8. *Refuse Storage and Recycling.* The Board shall establish refuse storage and recycling areas.

9. *Courtyard.* _____
_____
_____
_____.

3.6 Maintenance of Units.

a. *By the Board.* The Board, at the Association's expense, shall be responsible for the maintenance, repair and replacement of those portions of each Unit which contribute to the structural support of the building, excluding, however, interior walls, ceiling and floor surfaces. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified above in Section 3.4, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which shall be the responsibility of an individual Owner.

b. *By Each Owner.* The responsibility of each Owner shall include the following:

1. to maintain, repair, and replace at his expense all portions of his Unit, and all internal installations of such Unit such as appliances, heating, plumbing, electrical, and air conditioning fixtures or installations,

and any portion of any other utility service facilities located within the Unit boundaries.

2. to maintain, repair and replace at his expense such portions of the appurtenances to his Unit and of any Limited Common Element area licensed, granted or otherwise assigned to such Owner. Each Owner shall be responsible for the repair, maintenance and clean and sightly appearance of all patios, balconies, windows, doors, vestibules and entry-ways, and of all associated structures and fixtures therein, which are appurtenances to his Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.

3. to perform his responsibilities in such a manner as not to unreasonably disturb other persons occupying the Property.

4. not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the Unit, unless the written consent of the Board is first obtained.

5. to promptly report to the Board or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Board.

6. not to make any alterations in the portions of the Unit or the building which are to be maintained by the Board or to remove any portion thereof or to make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board, nor shall any Owner impair any easement without first obtaining the written consents of the Board and of the Owner or Owners for whose benefit such easements exist.

c. *No Contractual Liability of Board.* Nothing herein contained however, shall be construed so as to impose a contractual liability upon the Board for maintenance, repair and replacement; the Board's liability shall be limited to damages resulting from gross negligence or intentional wrongdoing.

3.7 Repairs to General Common Elements Necessitated by Owner's Acts. Each Owner agrees to maintain, repair and replace at his expense all portions of the

General Common Elements which may be damaged or destroyed by reason of his own or any Occupant's act or neglect, or by the act or neglect of any tenant, invitee, licensee or guest of such Owner or Occupant.

3.8 Shared Utilities. Although it is intended that all utility services for each Unit will be separately metered, in the event of utilities shared by more than one Unit, the Association shall pay the utility charge and pro-rate it against the applicable Units based upon usage. Such payments may be collected by Association as assessments under Article VI.

3.9 Use of Limited Common Elements.

a. *Outdoor Decks and Patios*. [Place holder for formatting] _____
_____
_____
_____.

b. *Commercial Patios*. [Place holder for formatting] _____
_____
_____
_____.

c. *Assigned Parking Spaces*. [Place holder for formatting] _____
_____
_____
_____.

d. *To Be Determined*. [Place holder for formatting] _____
_____
_____
_____.

ARTICLE IV
UNIT OWNERS

4.1 Voting Rights. There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the Owner or one of the group composed of all the Owners of a Unit, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf.

Such designation shall be made in writing to the Board and shall be revocable at any time by written notice to the Board by the Unit Owner. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 10,000, and each Owner shall be entitled to the number of votes equal to the product of the percentage of ownership in the General Common Elements multiplied by 100 as set forth in Exhibit "B."

4.2 Cumulative Voting. In all elections for members of the Board each voting member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

4.3 Annual Meetings. The initial meeting of the voting members shall be held upon written notice given by Declarant when the sale of Units representing Seventy Five Percent (75%) of the Association votes have been consummated. Thereafter, there shall be an annual meeting of the voting members on the second Tuesday of February of each succeeding year thereafter at 7:30 p.m., or at such other reasonable time or date (not more than Thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than Twenty (20) days prior to the date fixed for said meeting.

4.4 Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members having One-Fourth (1/4) of the total votes, and delivered not less than Twenty (20) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

4.5 Notice of Meeting. The notice of meeting required to be given herein may be delivered either personally, by mail, e-mail or facsimile to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of serving of such notice.

4.6 Place of Meeting. Meetings of the voting members shall be held at the Property or at such other place in Teton County, Wyoming as may be designated in the notice of meeting.

4.7 Quorum; Majority Vote. The presence in person or by proxy at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

4.8 Adjournment of Meeting. If any meeting of the voting members cannot be held because a quorum is not present, a majority of the voting members who are present at such meeting, either in person or by proxy, may adjourn the meeting from time to time for a period not exceeding Seven (7) days in any one case.

4.9 Membership in Association. Each of the Owners shall be a member in the Association. The Association shall be formed as a Wyoming non-profit Corporation to provide for the operation, administration, use, and maintenance of the Condominium for the benefit of Owners.

ARTICLE V
BOARD OF ASSOCIATION

5.1 Number; Qualifications. The management and administration of the Property shall be vested in the Board of the Association, (hereinafter sometimes called the "Board") consisting of Five (5) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Owners or a spouse of an Owner; provided, however, that in the event an Owner is a corporation, partnership, trust, limited liability company or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, member or manager, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

5.2 Election; Term of Office. The Declarant shall appoint the entire Board until Units holding Seventy Five Percent (75%) of the votes are sold to unrelated bona fide purchasers. Thereafter, the members of the Board shall be elected by voting members in accordance with the By-Laws.

5.3 Removal. Any board member may be removed from office by affirmative vote of the voting members having at least a majority of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

5.4 Vacancies. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by election by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose.

5.5 Organization Meeting. The organization meeting of a newly-elected Board shall be held within Ten (10) days of its election at such place and time as shall be fixed by the Board at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

5.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board. Notice of regular meetings shall be given to each member, personally or by mail, telephone, e-mail, or facsimile at least Three (3) days prior to the day named for such meeting.

5.7 Special Meetings. Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of Two (2) of the members. Notice of the meeting shall be given personally or by mail, telephone, e-mail, or facsimile at least three days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

5.8 Waiver of Notice. Any member of the Board may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

5.9 Quorum; Majority Vote. A quorum at meetings of the Board shall consist of a majority of the Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except where approval by a greater number is required.

5.10 Minutes. The Board shall keep minutes of its proceedings.

5.11 Compensation of Board. Members of the Board shall receive no compensation for their services as Board members.

5.12 Liability of the Board. The members of the Board shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and

hold harmless each member of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the condominium unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is intended that the members of the Board shall have no personal liability with respect to any contract made by or actions taken by them on behalf of the Condominium.

5.13 Powers and Duties of the Board.

a. *Payment for Common Expenses*. The Board for the benefit of all the Owners shall pay for the following common expenses:

1. *Services.* Waste removal, snow removal, electricity, gas and other necessary utility service for the General Common Elements.

2. *Property Insurance.* A policy or policies of insurance insuring the General Common Elements against loss or damage by the perils of fires, lightning, and other casualties as determined by the Board.

3. *Liability Insurance.* Comprehensive public liability and property damage insurance in such limits as the Board shall deem desirable insuring the members of the Board, their agents and employees and the Owners from any liability in connection with the General Common Elements or the street and sidewalks adjoining the Property.

4. *Maintenance of General Common Elements.* Landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the General Common Elements, and such furnishings and equipment for the General Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the General Common Elements.

5. *Maintenance of Property.* Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the management, maintenance and operation of the Property as a first class condominium or for the enforcement of these restrictions.

6. *Maintenance of Individual Units.* Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the General Common Elements or any other portion of the building, and an Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board of said Owner, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair.

b. *Right of Inspection.* The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the Association.

c. *Execution of Contracts.* All agreements, contracts, deeds, leases, and vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer or by the President of the Board.

d. *Rules and Regulations.* The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification of the Property, and for the health, comfort, safety, and general welfare of the Owners and Occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and Occupants of the Property, including the Units, and shall at all times be maintained subject to and in accordance with such rules and regulations.

ARTICLE VI
DETERMINATION AND PAYMENT OF ASSESSMENTS

6.1 Obligation of Owners to Pay Assessments. It shall be the duty of every Unit Owner to pay his proportionate share of the expenses of administration, maintenance, repair, and replacement of the General Common Elements and of the other expenses provided for herein. Such proportionate share will be, except as otherwise provided for in this Declaration, in the same ratio as his percentage of ownership in the General Common Elements as set forth in Exhibit "B." Payment thereof shall be

in such amounts and at such times as may be determined by the Board. An Owner may pay its assessments in advance.

6.2 Preparation of Estimated Budget. Each year on or before December first, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the General Common Elements as set forth in Exhibit "B." On or before January 1 of the ensuing year, and the first of each and every month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth of the assessment made pursuant to this paragraph. From time to time, the Board may change the frequency of the payments (e.g., quarterly or annually). On or before the date of the annual Owners' meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves.

6.3 Reserve for Contingencies and Replacements. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment which shall be assessed to the Owners according to each Owner's percentage of ownership in the General Common Elements. The Board shall serve notice of such further assessment on all Owners by a written statement giving the amount and reasons therefore, and such further assessment shall become effective with the monthly maintenance payment which is due more than Ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount.

6.4 Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or deliver the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the then existing rate established for the

previous period until the maintenance payment which is due more than Ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.5 Books and Records of Association. The Board shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representatives of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be reasonably requested by the Owner. Upon Ten (10) days notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

6.6 Status of Funds Collected by Board. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and shall be deemed to be held for the use, benefit, and account of all of the Owners.

6.7 Remedies for Failure to Pay Assessments. If any owner is in default in the payment of the aforesaid charges or assessments for Thirty (30) days, the Board may bring suit to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with interest at Eighteen Percent (18%) per annum and reasonable attorney's fees. The amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit of the Owner involved when payable, and may be foreclosed by an action brought by the members of the Board as in the case of foreclosure of liens against real estate. The Board shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit covered by his encumbrance and, unless the request shall be complied with within Twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same priority as the lien of his encumbrance.

ARTICLE VII
RESTRICTIONS, CONDITIONS AND COVENANTS

7.1 Compliance with Declaration, Bylaws and Rules and Regulations. Each Unit Owner and Occupant shall comply with all applicable provisions of the Act, this

Declaration, the Bylaws, the Articles of Incorporation of the Association, and rules and regulations promulgated by the Board. Failure to comply shall be grounds for an action by the Association, an aggrieved Unit Owner, or any person adversely affected, for recovery of damages, injunction or other relief.

7.2 Administration of Condominium. The Condominium shall be administered in accordance with the provisions of the Act, this Declaration and the Bylaws.

7.3 Zoning Restrictions. The Units shall be occupied and used by Unit Owners and Occupants for only those uses permitted by applicable zoning ordinances and land development regulations.

7.4 Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Unit or in or on the Common Elements, or any part thereof, which would result in the cancellation of the insurance on all or any part of the Property or in an increase in the rate of the insurance on all or any part of the Condominium over what the Association or the Owners, but for such activity, would pay, without the prior written approval of the Board. No damage to or waste of the Common Elements shall be committed by any Unit Owner, or occupant, and each Unit Owner shall indemnify and hold the Association and the other Unit Owners harmless from and against all loss resulting from such damage or waste.

7.5 No Alterations of the General Common Elements. No Unit Owner or Occupant, except Declarant, shall alter, construct anything upon, or remove anything from, the General Common Elements, or paint, decorate, landscape or adorn any portion of the General Common Elements, without the prior written consent of the Board.

7.6 Nuisances. No noxious or offensive trades, services or activities shall be carried on in any Unit or on the General Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants by reason of unsightliness or excessive emissions of fumes, odors, glare, vibration, gases, radiation, dust, liquid, gaseous or solid wastes, smoke or noise. No sounds shall be emitted from the Units which are unreasonably loud, regular or annoying. No odor shall be emitted from any Unit which is nauseous or offensive to others.

7.7 Impairment of Structural Integrity of Building. Nothing shall be done in any Unit or in, on, or to the General Common Elements which will impair the structural

integrity of any building or which would structurally change the buildings except as is otherwise provided herein.

7.8 Restriction on Signage. All signage shall comply with applicable ordinances and shall be located in locations and upon standards approved by the Board. There shall be no signs in the Units and there shall be no mobile signs on the Property. No signs, flags or advertising devices of any nature, including, without limitation commercial, political, informational or directional signs or devices or nameplates, shall be erected or maintained on the Property without the prior inspection and written approval of the Board except as may be necessary temporarily to caution or warn of danger. No signage or advertising shall be permitted on the windows or glass doors except the Unit address may be permitted on the door as approved by the Board. Notwithstanding the foregoing, Declarant may erect signage marketing the sale and lease of its Units and the Board may erect a reasonable and appropriate sign with directory information concerning the location of businesses within the Property.

7.9 No Obstruction of Common Elements. There shall be no obstructions of the Common Elements by any Owner or its agents, contractors, employees, tenants, customers, clients, guests and invitees. Owners shall neither store nor leave any of their personal property, except authorized vehicles, outside their Units except with the prior consent of the Board.

7.10 Restrictions on Exteriors and Lighting. Each Unit Owner shall be obligated to maintain and keep the Owner's Unit, its windows and doors and any appurtenant areas which the Owner has exclusive right to use and occupy in good and clean order and repair. The use of the interior surfaces of windows, whether shades, signs or other items visible outside the Unit shall be subject to the rules and regulations of the Board. Only the original lighting provided by the Declarant or such additional lighting as may be approved by the Board shall be permitted. No lights shall be emitted which are unreasonably bright or cause unreasonable glare.

7.11 Antennae, etc. No Owner shall permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the buildings and no awnings, canopies, shutters, satellite dishes or antennae, mechanical equipment, or other structures may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior written consent of the Board.

7.12 Unsightliness and Outside Storage Prohibited. No outside storage of equipment, vehicles, recreational equipment or vehicles, trucks, trailers, materials, supplies, trash or unsightly item shall be placed or permitted to remain anywhere

within the General or Limited Common Elements except as may be approved by the Board. Any such objects shall be removed immediately upon receipt of written notification by the Board. In the event the same is not removed within 24 hours after the delivery of such written notice, the Board may remove or cause the same to be removed immediately at the expense of the Owner of the Unit responsible for the same and may dispose of the same at the Teton County Landfill or other appropriate place without being responsible for taking care in the removal or storage of the same. In such event no person shall be liable for any costs, expenses, liability or damages arising out of the removal or storage of such matter.

7.13 No Violation of Law or Regulation. No Owner and no Owner's agents, contractors, employees, tenants, customers, clients, guests and invitees shall do anything or keep anything in or on the Property which would be in violation of any statute, rule, ordinance, regulation, permit or other legal requirement of any governmental body.

7.14 All Construction Must Be Approved By Board. Prior to initiating any construction on any Unit (except minor repairs and emergencies), the Unit Owner shall receive written approval by the Board which shall not be unreasonably withheld. The Owner shall provide a work plan to the Board for its review which shall include at a minimum: a floor plan, the scope of the work, the proposed contractor, and a proposed work schedule. Until the plan is approved, no work shall be undertaken. It is the purpose and intent of this restriction to ensure that only qualified contractors work on the Property, that all work complies with building code and that all work is scheduled so as to minimize any interference with or disturbance to the other occupants of the Property.

7.15 Pets and Animals. No pet shall be allowed in the Condominium, except as may be authorized by the rules and regulations promulgated from time to time by the Board or the Association. No animals, birds, insects or livestock of any kind shall be raised, bred, or kept on the Property except properly licensed and certified service animals for disabled persons shall be allowed.

7.16 Underground Parking Regulations. [Place holder for formatting] _____
_____
_____
_____
_____
_____.

7.17 Parking Regulation. During the Period of Declarant Control, Declarant may designate parking spaces and loading areas on the Condominium Plat or by one (1) or more separate recorded instrument(s) supplemental hereto ("Parking Designation") as Limited Common Elements for the exclusive use of one or more Condominium Unit(s). If done by separate recorded instrument, the Parking Designation shall reasonably identify, both in writing and on a map, the parking spaces and loading areas and the Unit(s), which shall have exclusive use thereof. The Board shall regulate the parking spaces for the fair and equitable use by the Owners and Occupants.

7.18 Storage of Refuse and Garbage. Storage of refuse and garbage shall be prohibited outside of the Units except in areas specifically designated for such purposes.

7.19 Rules and Regulations. In addition to the foregoing restrictions, conditions and covenants concerning the use of the Condominium, reasonable rules and regulations not in conflict herewith and supplementary hereto may be promulgated and amended from time to time by the Board.

7.20 Restrictions, Conditions and Covenants to Run With Land. Each Unit Owner and Occupant shall be subject to all restrictions, conditions and covenants of this Declaration, and all such restrictions, conditions and covenants shall be deemed to be covenants running with the land, and shall bind every person having any interest in the Property, and shall inure to the benefit of every Unit Owner.

ARTICLE VIII
PEARL & WILLOW PLANNED MIXED-USE DEVELOPMENT MASTER PLAN

8.1 General. The Condominium Project is a part of that certain Planned Mixed Use Development Master Plan approved by the Jackson Town Council on September 17, 2001 as evidenced by that certain Affidavit Affecting Title recorded on September 11, 2002 in Book 468 Pages 1190 – 1195 in the records of the Teton County Clerk as subsequently amended by that certain Amendment to Affidavit Affecting Title for Pearl & Willow Planned Mixed Use Development recorded in Book 808 Pages 754 – 758 on May 11, 2012 in the records of the Teton County Clerk (the "PMUD Master Plan"). Phase 1 of the PMUD Master Plan was constructed and platted as 199 East Pearl Condominium Addition to the Town of Jackson, Teton County, according to that plat recorded February 17, 2004 as Plat No. 1107 ("199 East Pearl Condominium"). 199 East Pearl Condominium is governed by 199 East Pearl Condominium Association, a nonprofit Wyoming mutual benefit corporation ("199 East Pearl Association").

8.2 Easements, Use and Cooperation. Various easements and agreements governing the relationship and defining certain rights and responsibilities for the mutual benefit of the Condominium Project and 199 East Pearl Condominium are further described on Exhibit "C" (the "PMUD Master Plan Agreements"). The PMUD Master Plan Agreements are for the respective benefit of the owners and occupants of 199 East Pearl Condominium and the Condominium Project. The Board shall govern and administer the relationship with 199 East Pearl Association to further the purposes and intents hereof.

8.3 Master Association. The Board is authorized to form a master association between the Condominium Project and 199 East Pearl Condominium in order to further define the rights and responsibilities of the associations, the owners, occupants, and users within the PMUD Master Plan and to establish cost sharing agreements as generally described in the PMUD Master Plan Agreements.

ARTICLE IX
SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

9.1 Special Declarant Rights. Declarant hereby reserves the right, from time to time, to perform the acts and exercise the rights hereinafter specified (the "Special Declarant Rights"). Declarant's Special Declarant Rights include the following:

a. *Completion of Improvements*. The right to complete improvements indicated on the Condominium Plat.

b. *Sales Management and Marketing*. The right to maintain sales offices, management offices, and signs advertising the Condominium Project. Declarant shall have the right to show Units and the Common Elements to prospective purchasers and tenants.

c. *Construction Easements*. The right to use easements through the Common Elements for the purpose of making improvements within the Property.

d. *Control of Association and Board of Directors*. The right to appoint or remove any officer of the Association or any member of the Board.

e. *Amendment of Declaration*. The right to amend this Declaration.

f. *Amendment of Plat*. The right to amend the Condominium Plat.

g. *Signs*. The right to maintain signs on the Common Elements advertising the Condominium Project.

h. *Parking.* The right to use and to allow others to use all parking areas in connection with its marketing efforts.

i. *Parking Assignment*. The right to assign parking spaces and loading areas as Limited Common Elements or General Common Elements in accordance with section 7.17 herein.

9.2 Additional Reserved Rights. In addition to the Special Declarant Rights set forth in Section 9.1 above, Declarant also reserves the following additional rights (the "Additional Reserved Rights").

a. *Dedications*. The right to establish, from time to time, by dedication or otherwise, utility and other easements for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, driveways, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Unit Owners within the Condominium Project.

b. *Easement Rights*. The rights to an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations arising under this Declaration.

c. *Other Rights*. The right to exercise any Additional Reserved Right created by any other provision of this Declaration.

9.3 Duration of Special Declarant Rights and Additional Reserved Rights. Unless sooner terminated by an amendment to this Declaration executed by the Declarant, any Special Declarant Right or Additional Reserved Rights may be exercised by the Declarant so long as the Declarant owns Units on the Property representing not less than Twenty Five Percent (25%) of the Association votes.

9.4 Interference with Special Declarant Rights. Neither the Association nor any Unit Owners may take any action or adopt any rule and/or regulation that will interfere with or diminish any Special Declarant Rights or Additional Reserved Rights without the prior written consent of the Declarant.

9.5 Rights Transferable. Any Special Declarant Rights or Additional Reserved Rights created or reserved under this Article IX for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the records of the Teton County Clerk. Such instrument shall be executed by the transferor Declarant and the transferee.

ARTICLE X
DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment thereof; provided, however, that in the event, within ninety (90) days after said damage or destruction, the Unit Owners elect either to sell the Property or to withdraw the Property from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

ARTICLE XI
CONDEMNATION

In the event of a taking by eminent domain, or by a conveyance in lieu thereof, of all or any part of the Property, the awards paid on account thereof shall be used and applied, in accordance with applicable law.

ARTICLE XII
SALE OF THE PROPERTY

In the event of destruction or obsolescence of the Condominium or other valid reason, the Owners may, by affirmative vote of at least Sixty Five Percent (65%) of the total vote, at a meeting of Unit Owners duly called for such purpose, elect to sell the Property. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within Twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the

proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owning from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select an appraiser, and the two selected shall select a third. An average of the two closest appraisals, or the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE XIII
AMENDMENT

The Declaration may be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification, or rescission, signed, and acknowledged by the members of the Board, by the Owners having at least Fifty One Percent (51%) of the total vote (Sixty Five Percent (65%) to amend Article XI), or the Declarant and containing an affidavit by an officer of the Association certifying that a copy of the amendment, change, modification, or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than Ten (10) days prior to the date of such affidavit. The amendment, change, modification, or rescission shall be effective upon filing of such instrument in the Office of the Clerk of Teton County, Wyoming, provided, however, that no provision in this Declaration may be amended, changed, modified or rescinded so as to conflict with the provisions of the Act.

ARTICLE XIV
GENERAL PROVISIONS

14.1 Severability. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Declaration, or of any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstances.

14.2 Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants, restrictions, or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints or alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall

continue only until twenty-one (21) years after the death of the survivor of the now lawful living descendants of George H. W. Bush.

14.3 Interpretation of Declaration. Whenever appropriate singular may be read as plural, plural may be read as singular, and the masculine gender may read as the feminine or neuter gender. Compound words beginning with the prefix "here" shall refer to this entire Declaration and not merely to the part in which they appear. Provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium project.

14.4 Captions. The captions herein are only for convenience and reference and do not define, limit or describe the scope of this Declaration, or the intent of any provision.

14.5 Governing Law. This instrument shall be governed by and construed in accordance with the Laws of the State of Wyoming.

14.6 Recovery of Attorney Fees. In any action concerning the interpretation or enforcement of this instrument, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in connection therewith.

14.7 Exhibits. Exhibits "A," "B," "C," and _____ attached hereto are hereby made a part hereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

Willow Street Partners LLC, a
Wyoming limited liability company,
By: Mullikin, Larson & Swift LLC, a
Wyoming limited liability company
Its: Manager

By: _____
Its: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this _____day of _____, 2015, by _____ as _____of Mullikin, Larson & Swift LLC, a Wyoming limited liability company, as Manager of Willow Street Partners LLC, a Wyoming limited liability company.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

LEGAL DESCRIPTION

Lot 3 of the Pearl & Willow Amended Addition to the Town of Jackson according to that Plat recorded on February 11, 2004 in the office of the Teton County Clerk as Plat No. 1106.

TABLE OF ALLOCATED INTERESTS

Unit Description	Allocated % Interest in General Common Elements and Common Expense Liability	Association Votes

Exhibit "B" – Table of Allocated Interests
Declaration of Condominium
155 East Pearl Condominiums
Condominium Addition to the Town of Jackson

PMUD MASTER PLAN AGREEMENTS

1. Easement and Agreement (Underground Parking Access) dated February 18, 2004 and recorded in Book 541 Pages 521 – 527 on February 18, 2004 in the records of the Teton County Clerk.

2. Amendment to Easement and Agreement (Underground Parking Access and Storage) dated May 16, 2012 and recorded in Book 820 Pages 823 – 828 on September 28, 2012 in the records of the Teton County Clerk.

3. Waterline Easement (Pearl & Willow Addition) dated February 18, 2004 and recorded in Book 541 Pages 528 – 533 on February 18, 2004 in the records of the Teton County Clerk.

4. Agreement Concerning Planned Mixed Use Development Project dated May 16, 2012 by and between 199 East Pearl Condominium Association and Willow Street Partners LLC.

Special Restrictions for Employment-Based Housing Located at 155 East Pearl Place Condominium Addition Situated on Lot 3 the Pearl and Willow Amended Addition to the Town of Jackson

These Special Restrictions for Employment-Based Housing Located at 155 East Pearl Place Condominium Addition, Unit 204C, is made this _____ day of _____, 2015 (the "Effective Date"), by the undersigned Declarant ("Declarant").

WHEREAS, the Declarant holds fee ownership interest in that certain real property, located in Teton County, Wyoming, and more specifically described as follows:

> Unit 205 of the 155 East Pearl Place Condominium Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on the same date hereof (the "Property" and sometimes referred to herein as the "Residential Unit"); and

WHEREAS, the Property is an Employment-Based Housing unit;

WHEREAS, in furtherance of the Town of Jackson's goal of making the purchase of a residential housing unit realistically attainable to qualified, full-time, working, middle-income Teton County residents who will occupy the housing as their primary residence; and

WHEREAS, as a condition of its PUD Master Plan Approval (in 2001 and later amended in 2012 and _____), dated _____, for the property commonly known as the 155 East Pearl Place Condominium Addition to the Town of Jackson (the "FDP Approval"), the Declarant is constructing a 1-bedroom condominium that will be categorized as –an Affordable Category 2 unit;

WHEREAS, Declarant desires to adopt these Special Restrictions and declare that the Property shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Property, and shall be enforceable by the TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, and its successors or assigns (collectively, "TCHA"), and by Teton County, Wyoming; and

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the FDP Approval, Declarant agreed to restrict the initial and all subsequent sales and transfers of Property to a Qualified Household which household meets certain requirements, including without limitation employment, and real estate ownership qualifications as further set forth herein and in the Guidelines (defined below); and

WHEREAS, a "Qualified Household" means natural persons meeting the employment and real estate ownership qualifications at the time of the purchase of a Residential Unit and during the course of owning the Residential Unit, and who agree by acceptance of a deed and pursuant to these Special Restrictions to occupy the Residential Unit as their primary place of residence, not to purchase a Residential Unit for speculation or engage in any unpermitted business activity in or at a Residential Unit, or to rent the Residential Unit, and to otherwise comply with the terms and conditions of these Special Restrictions; and

WHEREAS, Declarant desires that TCHA shall facilitate the transfer, sale or resale of each Residential Unit to a Qualified Household.

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the conditions in the FDP Approval, and in consideration of such FDP Approval and the foregoing Recitals, which are by this reference incorporated herein, Declarant hereby declares, covenants and agrees for itself and each and every person acquiring ownership of a Residential Unit, that the Property shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. TCHA GUIDELINES. References made herein to the "Guidelines" are references to the written policies, procedures and guidelines of TCHA, as the same may be amended modified, or updated from time to time and which policies and guidelines are on file with TCHA or otherwise with the Town of Jackson, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure, or guideline with respect to a specific matter) then the reference shall be to the current applied policy or procedure of TCHA (the "Guidelines"). Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Guidelines.

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD, OTHERS.

A. Qualified Household. Except as provided herein, the purchase of each Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Employment-Based Housing, as set forth below and as may be further detailed in the Guidelines ("Qualified Household").

1 Employment Requirement. At least one member of the Qualified Household must maintain an average of 30 hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours per year, from a local business, and the entire Qualified Household must earn seventy-five percent (75%) of the Household's income from a local business, all as further set forth in the Guidelines. A "Local business" shall mean a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson or one that can provide other verification of business status in Teton County, Wyoming).

2 Sole Residence Requirement. No member of the Qualified Household may own or have any interest (whether direct, indirect or beneficial) in whole or in part in any other residential real estate.

3 Determination by TCHA. TCHA shall determine whether a prospective purchaser is a Qualified Household. In addition to any requirements set forth in the Guidelines, such determination shall be based upon written applications, representations, information and verification as are deemed by TCHA to be necessary to establish and substantiate eligibility.

4 Continuing Obligation to Remain a Qualified Household. The owner and those residing in the Residential Unit shall satisfy the definition of a Qualified Household both at the time of purchase and for the duration of the ownership of the Residential Unit.

B. Purchase by TCHA. Upon receiving notice from an owner of such owner's desire to sell the Residential Unit, TCHA may purchase such Residential Unit at the Maximum Resale Price or the appraised value, whichever is lower.

C. Divorce. In the event of the divorce of an owner, TCHA may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

D. Death. In the event of the death of an owner, TCHA may consent to the transfer

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of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

E. Nonqualified Transferee. If title to the Residential Unit vests in a transferee who has not been qualified as Qualified Household by TCHA (a "Nonqualified Transferee"), the following shall apply:

1 TCHA shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household, or if such Nonqualified Transferee does not so qualify, TCHA may either exercise its Option hereunder, or permit the Nonqualified Transferee to sell the Residential Unit in accordance with these Special Restrictions and the Guidelines.

2 If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with TCHA to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household (or TCHA in the event of its exercise of its Option) and shall execute any and all documents necessary to such sale, conveyance or transfer;

3 Notwithstanding the foregoing, a Nonqualified Transferee shall otherwise comply with these Special Restrictions, the Guidelines and all other laws, statutes, codes, ordinances, rules, regulations, or covenants, governing the ownership, use, occupancy, development, transfer or conveyance of the Residential Unit.

F. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, or other party shall have the right to sue or bring other legal process against TCHA, or any person affiliated with TCHA arising out of these Special Restrictions, and neither shall TCHA have any liability to any person aggrieved by the decision of TCHA or the Executive Director regarding qualification of a prospective purchaser or any other matter relating to these Special Restrictions.

SECTION 3. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNITS. In addition to any restrictions included in the Guidelines, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy by Qualified Household. The Residential Unit shall be occupied as the Qualified Household's primary residence, as defined in the Guidelines, and each owner of the Residential Unit shall physically reside therein on a full-time basis, at least ten months out of each calendar year;

B. Business Activity. No business activities shall occur at the Residential Unit, other than a home occupation use that is: (i) permitted by applicable zoning; (ii) permitted by any declaration(s) of covenants, conditions and restrictions for the Property as the same may be amended, restated, or supplemented from time to time (the "Declaration"); (iii) permitted by the Guidelines, and (iv) not prohibited by any law, statute, code, rule, covenant or regulation ("Laws")affecting the Property;

C. Guests. No guests over the age of 18 shall be permitted to reside in the Residential Unit for periods in excess of 30 cumulative days per calendar year;

D. Renting. Neither the Residential Unit, nor any part thereof, including without limitation, the garage, any portion of any structure, or any room within any structure, may be rented or otherwise occupied by persons other than the members of the Qualified Household;

E. Occupancy By Person Other Than Owner. Except for permitted guests, no person other than the Qualified Household may occupy the Property;

F. Maintenance. The owner shall take good care of the Residential Unit and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, the owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical;

G. Insurance. Each owner shall, keep the Residential Unit continuously insured against "all risks" of physical loss, using Insurance Services Office (ISO) Form HO 0003, or its equivalent, for the full replacement value of the Residential Unit; and

H. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with all Laws, including without limitation, the Declaration, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time

to time; and

I. Periodic Reporting: Inspection. In order to confirm compliance with these Special Restrictions, the Guidelines or other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of the Residential Unit, the Qualified Household shall comply with any reporting or inspection requirements as may be requested by TCHA from time to time.

Notwithstanding the foregoing, TCHA may approve uses inconsistent with this Section in accordance with the Guidelines.

SECTION 4. SALE OF THE RESIDENTIAL UNIT. An owner desiring to sell the Residential Unit shall give written notice to TCHA of such desire (the "Notice to Sell"), and upon receipt of such notice, TCHA shall determine the "Maximum Resale Price") as provided herein and in accordance with the Guidelines. Upon TCHA's determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by TCHA and shall be completed in accordance with the procedure set forth in the Guidelines, which procedure may include, without limitation: a fee (not to exceed 2% of the Maximum Resale Price, paid to TCHA for such facilitation; requirements regarding listing the Residential Unit with TCHA and/or a licensed real estate agent, as TCHA may direct; standard terms for the sales contract; and guidelines for the selection of the purchaser (which selection procedure may include a lottery process). Each purchaser of the Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by TCHA. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell the Residential Unit, TCHA may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 5. MAXIMUM RESALE PRICE. To further the Town of Jackson's goal of providing affordable housing, the Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of 2.5% per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by TCHA, less any required maintenance and/or repair adjustment, all as more fully described in the

Guidelines. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of the Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in TCHA's sole and absolute discretion. Finally, to ensure that the sales price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of the Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser payor provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by TCHA, shall be final and binding on all parties.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY BY TCHA THAT UPON THE RESALE OF THE RESIDENTIAL UNIT, THE OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

SECTION 6. DEFAULT. The following shall be considered a default ("Default"):

A. Failure at any time for the owner(s) and anyone residing in the Residential Unit to qualify as a Qualified Household.

B. A violation of any term of these Special Restrictions, the Guidelines, the Declaration, or any Laws affecting the Residential Unit.

C. Failure to payor default of any obligations due or to be performed with respect to the Residential Unit which failure to payor default could result in a lien against the Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or Qualified Mortgage (as defined below) affecting the Residential Unit. An owner shall notify TCHA in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five calendar days of the owner's notification.

D. If the Residential Unit is taken by execution or by other process of law, or if the owner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the owner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Residential Unit by a court of competent jurisdiction, or if a petition is filed for the reorganization of the owner under any provisions of the Bankruptcy Act now or hereafter enacted, or if the owner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

E. Fraud or misrepresentation by a purchaser in its application to TCHA whereby TCHA determines, in its sole absolute discretion, that the purchaser of the Residential Unit was not a Qualified Household.

SECTION 7. DEFAULT REMEDIES. In addition to any other remedies TCHA may have at law or equity, in the event of a Default, TCHA's remedies shall include the following:

A. Purchase Option.

1 TCHA shall have the option to purchase the Residential Unit for a purchase price equal to the Maximum Resale Price (or the appraised value whichever is less), subject to adjustment of actual sale proceeds delivered to a selling owner as provided in Section 5 and TCHA's ability to limit appreciation as provided in this Section ("Option").

2 If TCHA desires to exercise its Option, TCHA shall provide written notice to the owner of such election and shall use reasonable efforts to complete the purchase of such Residential Unit within ninety (90) days of such notice.

3 Upon TCHA's purchase of the Residential Unit, unless otherwise required by law or statute, all proceeds will be applied in the following order:

FIRST, to the payment of any unpaid taxes;
SECOND, to the payment of any Qualified Mortgage;
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the

Residential Unit which is not a Qualified Mortgage);
FOURTH, to the payment of the closing costs and fees;
FIFTH, to the 2% facilitation fee to TCHA;
SIXTH, to the payment of any penalties assessed against the owner by TCHA; SEVENTH, to the repayment to TCHA of any monies advanced by TCHA in connection with a mortgage or other debt with respect to the Residential Unit, or any other payment made by TCHA on owner's behalf; EIGHTH, to any repairs needed for the Residential Unit; and NINTH, any remaining proceeds shall be paid to the owner.

If there are insufficient proceeds to satisfy the foregoing, the owner shall remain personally liable for such deficiency.

B. Forced Sale. TCHA may require the owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Guidelines. In the event of such a sale, all proceeds will be applied in the following order:

FIRST, to the payment of any unpaid taxes;
SECOND, to the payment of any Qualified Mortgage;
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
FOURTH, to the payment of the closing costs and fees;
FIFTH, to the 2% facilitation fee to TCHA;
SIXTH, to the payment of any penalties assessed against the owner by TCHA;
SEVENTH, to the repayment to TCHA of any monies advanced by TCHA in connection with a mortgage or other debt with respect to the Residential Unit, or any other payment made by TCHA on owner's behalf;
EIGHTH, to any repairs needed for the Residential Unit; and
NINTH, any remaining proceeds shall be paid to the owner.

If there are insufficient proceeds to satisfy the foregoing, the owner shall remain personally liable for such deficiency.

C. Appointment of TCHA as Owner's Attorney-in-Fact. In the event of TCHA's exercise of its Option or election to require the Residential Unit's sale, the owner hereby irrevocably appoints the then serving Executive Director of TCHA as such owner's attorney-in-fact to effect any such purchase or sale on the owner's behalf and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

D. Limitation on Appreciation at Resale. TCHA may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of the owner's Default (or as of such date after the Default as TCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

E. Equitable Relief. TCHA shall have the right of specific performance of these Special Restrictions and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as TCHA may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

SECTION 8. QUALIFIED MORTGAGE.

A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber the Residential Unit. A "Qualified Mortgage" is a mortgage that:

1. the principal amounts of such mortgage, refinanced mortgage or additional mortgages combined do not exceed 95% of the then current Maximum Resale Price as the same is determined by TCHA at the time or times any such mortgage purports to encumber the Residential Unit; and

2. runs in favor of a "Qualified Mortgagee", defined as:

a. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision;

or

b. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or

c. A non-affiliated, legitimate, "finance company". In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with the owner or any family member of the owner.

B. Any mortgage, lien or other encumbrance executed or recorded against the Residential Unit that is not a Qualified Mortgage shall:

1 be deemed unsecured; and

2 only be a personal obligation of an owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and TCHA may exercise any and all of its remedies hereunder or otherwise, including without limitation its right to purchase and its right to force a sale.

C. In the event an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, or declares bankruptcy, TCHA shall have the right to:

1 Cure such default and assume the payments and other obligations of the owner. In such event, the owner shall be in default of these Special Restrictions, and TCHA may exercise any and all of its remedies hereunder or otherwise, including without limitation its right to purchase

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and its right to force a sale. In addition to such remedies, the owner shall also be liable to TCHA for any amounts TCHA advances.

2 Acquire the loan from the lender by paying the balance due together with reasonable accrued interest and costs, and TCHA shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents, or take such other action as TCHA shall determine.

3 Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding Section 10.B, the Residential Unit shall remain subject to these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF THE RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING.

SECTION 9. TERMINATION AND MODIFICATION OF SPECIAL RESTRICTIONS.

A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the Town's goals for employment-based housing and that they should therefore be terminated.

B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to the Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

1 The Qualified Mortgagee provided to TCHA copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.

2 TCHA has not exercised its rights as provided in Section 8 above.

3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer

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document as approved by TCHA in its sole and absolute discretion) conveying title to a purchaser, who is not (i) the owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to the owner or any member of the Qualified Household, or (iv) TCHA.

4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to TCHA all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to the owner of the foreclosed Residential Unit.

5 Notwithstanding the notice requirements to TCHA in this Section, if a Qualified Mortgagee has failed to provide TCHA copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide TCHA with notice of its intent to foreclose ("Mortgagee Notice to TCHA"). The Mortgage Notice to TCHA shall include all information relevant to the owner's default and the actions necessary to cure such default. TCHA shall have forty-five (45) days from the date of the Mortgagee Notice to TCHA to exercise its rights under Section 8, Qualified Mortgage. If TCHA fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict an owner's right of statutory redemption, in which event, if an owner redeems, these Special Restrictions shall remain in full force and effect.

B. Modification. These Special Restrictions may be modified, in whole or in part, as follows:

1 With the written consent of the owner of the Residential Unit and TCHA.

2 TCHA may unilaterally modify these Special Restrictions (i) to provide clarification to any provisions hereto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein, or (iii) where TCHA deems such modification necessary to effectuate the purposes and intent of the Special Restrictions, and where such

modification does not, in TCHA's reasonable discretion, materially impair the owner or the lender's rights.

SECTION 10. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Property and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Property, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by TCHA.

SECTION 11. NOTICES. Any notice, consent or approval which is required to be given hereunder to an owner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner's mailing address on such owner's Buyer's Acknowledgement or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to TCHA shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to TCHA, P.O. Box 714, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of mailing, notice shall be deemed given when deposited in the
U.S. Mail.

SECTION 12. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 13. CHOICE OF LAW, FORUM, WAIVER OF JURY TRIAL. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. The owner waives any right the owner may have to a trial by jury with respect to any

court proceeding arising herein.

SECTION 14. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 15. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 16. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 17. INDEMNIFICATION. Each owner shall indemnify, defend, and hold TCHA and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Property or the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Each owner waives any and all such claims against TCHA; provided, however, that TCHA shall remain liable for damage or injury due to the grossly negligent acts or omissions, or willful or wanton misconduct of TCHA or its agents and employees.

SECTION 18. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 19. SOVEREIGN IMMUNITY. Neither the Town of Jackson, nor TCHA waives sovereign immunity by executing these Special Restrictions and specifically

retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-l04(a) and any other applicable law.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Declarant:

Willow Street Partners LLC

By: _____
Its: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2015, the foregoing instrument was acknowledged before me by _____, as _____, of Willow Street Partners LLC.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My Commission Expires: _____

Town of Jackson

_____
Sara Flitner, Mayor

ATTEST

_____
Town Clerk

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STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2015 Sara Flitner personally appeared before me and being personally known by me acknowledged that she executed the foregoing instrument as Mayor of the Town of Jackson for and on behalf of the Town of Jackson pursuant to due authorization and that she acknowledged the instrument as the free act and deed of the Town of Jackson.

Witness my hand and official seal.

_____
Notary Public
Seal My Commission Expires: _____

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2015 _____ personally appeared before me and being personally known by me acknowledged that she executed the foregoing instrument as Town Clerk of the Town of Jackson for and on behalf of the Town of Jackson pursuant to due authorization and that she acknowledged the instrument as the free act and deed of the Town of Jackson.

Witness my hand and official seal.

_____
Notary Public
Seal My Commission Expires: _____

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TETON COUNTY HOUSING AUTHORITY:

_____
Stacey Stoker, Executive Director

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____2015, the foregoing instrument was acknowledged before me by Stacey Stoker, as the Executive Director of the Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My Commission Expires: _____

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OCCUPANCY DEED RESTRICTION & AGREEMENT FOR WILLOW STREET PARTNERS LLC FOR EMPLOYEE HOUSING AT LOT 3 OF 155 EAST PEARL PLACE ADDITION TO THE TOWN OF JACKSON PURSUANT TO DIVISION 49550 OF THE TOWN OF JACKSON, WYOMING LAND DEVELOPMENT REGULATIONS
(TOJ's Development Application No. _____)

The undersigned Declarant holds fee ownership interest in that certain real property, located in the Town of Jackson, Wyoming, and more specifically described as follows:

> Lot 3 of Pearl and Willow Amended Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on the 30th day of February, 2004 as Plat No. 1106.
>
> PIN: [insert property identification number] (the "Land")

which property is to be further subdivided by Condominium Plat creating condominium units including but not limited to Condominium Units 206 and 207 (the "Restricted Units") and upon the filing of the Condominium Plat thereof this Occupancy Deed Restriction & Agreement is to be deemed to bind and restrict each of the Restricted Units created by the future Condominium Plat of the said Lot 3; and

Declarant adopts these Special Restrictions ("Special Restrictions") and hereby declares that each individual unit located on the Land (such unit(s) referred to herein as a "Residential Unit" or collectively as "Residential Units," and the Residential Units are sometimes collectively referred to herein as the "Property") shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which shall be in addition to all other covenants, conditions or restrictions of record affecting the Property, and shall be enforceable by the Town of Jackson or the TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, and its successors or assigns (collectively, "TCHA"), or by Teton County.

RECITALS:

WHEREAS, Owner has agreed to provide "on-site" employee housing in accordance with the Pearl and Willow Planned Mixed Use Development Housing Mitigation Plan

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by providing two (2) additional two-bedroom units of Employee Housing (collectively "Residential Units"); and

WHEREAS, in furtherance of the Town of Jackson's goal of providing housing to qualified employees working in Teton County that is affordable and is located so as to meet the Town's transportation goals; and

WHEREAS, as a condition of its approval of the Pearl and Willow Planned Mixed Use Development for Consolidated Phases 2 and 3 (the "PMD"), the Declarant is providing employee housing for _____ employees described as follows:

Two (2) Two Bedroom Units

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the PMD Approval, Declarant agreed to restrict the use and occupancy of each Residential Unit to a "Qualified Household", which meets employment, income and asset ownership qualifications as set forth herein; and

WHEREAS, in accordance with the PMD Approval, the Residential Units are intended to address the need for rental housing for seasonal employees in Town and therefore Declarant agrees they will not be owner-occupied.

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the conditions in the PMD Approval, and in consideration of such PMD Approval and the foregoing Recitals, which are incorporated herein by this reference, Declarant hereby declares, covenants and agrees for itself and each and every person acquiring ownership of a Residential Unit, that the Land and each Residential Unit shall be held, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity:

SECTION 1. TCHA GUIDELINES. Procedural and administrative matters not addressed in these Special Restrictions that do not effect substantive rights shall be as set forth in the official guidelines of TCHA, as the same may be amended from time to time and which guidelines are on file with TCHA or otherwise with Town (the "Guidelines").

SECTION 2. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNITS. Occupancy and use of a Residential Unit shall be restricted as follows:

A. Qualified Household. The use and occupancy of each Residential Unit shall be limited to a "Qualified Household", as defined below:

1) Employment: At least one member of the household (i) must demonstrate on average 30 hours per week of employment or volunteer work in Teton County, Wyoming, for a profit or non-profit employer, respectively, or (ii) works, performs services or volunteers as a temporary artist for a publicly supported Internal Revenue Code 501(c)(3) corporation performing for the public in Teton County, Wyoming, such as but not limited to The Grand Teton Music Festival ("Temporary Artists").
2) Income Restriction: the Qualified Household shall not earn more than 120% of the median household income in Teton County, Wyoming, as determined by the current year's published Federal Department of Housing & Urban Development median income chart for Teton County, Wyoming (the "Income Cap"). Notwithstanding the foregoing, Temporary Artists shall be excluded from complying with, and proving compliance with, the Income Cap.
3) No Teton County Residential Real Estate: No member of the Qualified Household may own residential real estate in Teton County, Wyoming.

B. No Owner Occupancy. No Residential Unit shall be owner-occupied.

C. Household Composition. A Qualified Household may be composed of the employee and such employee's spouse, child, significant other, other family member or guest, unless otherwise specifically prohibited by owner, provided that such owner-prohibition does not violate Federal or state fair housing laws which prohibit discrimination on the basis of race, color, religion, national origin, sex, familial status, or disability.

D. Rental. At all times, the Residential Unit shall remain a rental unit for Qualified Households. The owner of the Residential Unit shall obtain written verification of employment and asset ownership in Teton County for Temporary Village Artists, and written verification of employment, income and asset ownership in Teton County for any other Qualified Household proposing to rent a Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

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The owner shall maintain such records for a period of two (2) years and make them available for review by Town or TCHA at all reasonable times.

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than one (1) month and not more than six (6) months. No Residential Unit shall be used as a guest house or guest facility.

F. Rental Rates. The rental rates for the Residential Units shall be in accordance with the then current Fair Market Rent Assessment numbers for Teton County, Wyoming as provided by the U.S. Department of Housing and Urban Development and maintained by TCHA; provided, however, that in the event the rental rates are reduced over 1 or more years the rental rates that may be charged shall never be reduced to an amount less than those maximum Fair Market Rent Assessment numbers for Teton County, Wyoming published by HUD for FY 2006. Anything herein above to the contrary notwithstanding the rental rates charged by the owner may at any time be less than the applicable Fair Market Rent Assessment. For purposes of applying the Fair Market Rent Assessment numbers for Teton County, Wyoming published by HUD to a Residential Unit, (i) a dorm-style, studio and studio-one Employee Dwelling Unit of less than 600 square feet shall be considered an "efficiency," and (ii) a 1-bedroom or studio-one Employee Dwelling Unit that is 600 square feet or greater shall be considered a "one bedroom unit".

G. Preference. The owner shall be given first priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of the owner. In the event there are no persons directly employed by the owner who qualify to rent the Residential Unit, the Residential Unit shall be first offered and marketed to other Qualified Households a member of which is employed within a 5-mile radius of the Residential Unit. If there are no such persons, then the owner may rent to any Qualified Household.

H. Vacancies. A Residential Unit may be vacant intermittently between tenancies to allow for proper verification, advertisement for Qualified Households and reasonable maintenance. However, no Residential Unit shall be vacant for a period greater than sixty (60) days, unless authorized by TCHA. If any Residential Unit remains vacant for more than sixty (60) days without approval, then TCHA shall have the right, but not the obligation to identify a Qualified Household to rent the Residential Unit. Anything herein and above notwithstanding, the owner shall have the right to deny occupancy to any proposed tenant who in its reasonable discretion does not meet owner's standard

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for occupancy, so long as such denial does not violate Federal or state fair housing laws which prohibit discrimination on the basis of race, color, religion, national origin, sex, familial status, or disability.

I. Occupancy Limits. No Residential Unit shall be occupied by a number of persons in excess of those permitted under the Town of Jackson Land Development Regulations. Exceptions to this provision may be made by TCHA for good cause and in situations where housing design and/or employee familial status justifies.

J. Maintenance. The owner shall be responsible for the cost and expense to keep and maintain both the interior and exterior of the Residential Unit and the adjacent open space areas. The owner shall keep the Residential Unit and the adjacent open space areas (if applicable) insured, in a state of good repair, and in a safe and clean condition, reasonable wear and tear excepted.

K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply with any reporting or inspection requirements as may be requested by TCHA from time to time. A signed and executed copy of all leases executed or renewed, and the employment, income and asset ownership verification documents relating thereto, shall be made available for review by TCHA, by the owner upon initial lease of a Residential Unit to a Qualified Household and for each rental period thereafter. TCHA, shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions, or such other laws, ordinances, rules or regulations affecting the Residential Unit.

SECTION 3. SALE OR TRANSFER SUBJECT TO TRANSFER LIMITATIONS. Each Residential Unit that is sold or transferred shall continue to be subject to the terms of these Special Restrictions.

SECTION 4. TERMINATION AND MODIFICATION OF SPECIAL RESTRICTIONS.

A. Termination. These Special Restrictions may be terminated after a determination by Town that these Special Restrictions are no longer consistent with the goal of providing housing affordable to employees in Teton County and that they should therefore be terminated.

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B. Modification. These Special Restrictions may be modified with the written consent of both the owner of a Residential Unit and Town.

SECTION 5. EQUITABLE RELIEF. Town shall have the right of specific performance of these Special Restrictions and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such legal remedies as Town may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

SECTION 6. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Property and each Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Property, a Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by Town.

SECTION 7. NOTICES. Any notice, consent or approval which is required to be given hereunder to an owner shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner's mailing address or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to Town shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to Town of Jackson, P.O. Box _____, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of notice by mailing, notice shall be deemed given when deposited in the U.S. Mail.

SECTION 8. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 9. CHOICE OF LAW. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming.

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SECTION 10. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.

SECTION 11. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 12. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 13. INDEMNIFICATION. Each owner shall indemnify, defend, and hold Town and TCHA and their directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Property or a Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Each owner waives any and all such claims against Town or TCHA; provided, however, that Town or TCHA shall remain liable for damage or injury due to the grossly negligent acts or omissions of Town or TCHA or their agents and employees or willful or wanton misconduct.

SECTION 14. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

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IN WITNESS WHEREOF, the Declarant has executed this instrument on the _____ day of _____, 2015 (the "Effective Date").

DECLARANT:
Willow Street Partners LLC:

_____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2015, the foregoing instrument was acknowledged before me by _____, as _____, of Willow Street Partners LLC.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My Commission Expires: _____

Town of Jackson

_____
Sara Flitner, Mayor

ATTEST

_____
Town Clerk

DRAFT

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2015 Sara Flitner personally appeared before me and being personally known by me acknowledged that she executed the foregoing instrument as Mayor of the Town of Jackson for and on behalf of the Town of Jackson pursuant to due authorization and that she acknowledged the instrument as the free act and deed of the Town of Jackson.

Witness my hand and official seal.

_____
Notary Public
Seal My Commission Expires: _____

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2015 _____ personally appeared before me and being personally known by me acknowledged that she executed the foregoing instrument as Town Clerk of the Town of Jackson for and on behalf of the Town of Jackson pursuant to due authorization and that she acknowledged the instrument as the free act and deed of the Town of Jackson.

Witness my hand and official seal.

_____
Notary Public
Seal My Commission Expires: _____

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TETON COUNTY HOUSING AUTHORITY
(Acknowledgement as to form)

_____
Stacey Stoker, Executive Director

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2015, the foregoing instrument was acknowledged before me by Stacey Stoker, as the Executive Director of the Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My Commission Expires: _____

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UTILITY MAIN
CONSTRUCTION, MAINTENANCE, REPAIR, AND ACCESS
EASEMENT

COMES NOW, Willow Street Partners LLC, a Wyoming limited liability company, of Jackson, Teton County, Wyoming, ("Grantors") and for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, does hereby grant, convey, and warrant unto the Town of Jackson, a municipal corporation of the State of Wyoming, and its successors and assigns ("Grantees"), a perpetual, non-exclusive easement and right-of-way for the construction and continued maintenance, repair, alteration, and replacement of a Town of Jackson sewer main to be constructed, accessed, repaired, and maintained under, upon, and across the premises of Grantor in the Town of Jackson, Teton County, State of Wyoming, more particularly described as follows, to-wit:

> The western-most ten fee of Lot 3 of Pearl and Willow Amended Addition to the Town of Jackson, Teton County, Wyoming as set forth on Plat no. 1106 recorded in the office of the Teton County Clerk, Teton County, Wyoming subject to the following restrictions and additions:

1. Acknowledgment. Grantee acknowledges that the easement granted pursuant to this instrument is for an area enclosed or partially enclosed within a building to be constructed in part on the real property subject to the easement. Grantor acknowledges that the sewer main to be constructed, repaired, replaced, and maintained is in the vicinity of an existing sewer main and specifically stipulates and agrees that the construction of the building to be constructed partially in the area contained within this grant of easement shall not unreasonably interrupt, for extended periods of time, the normal operation of the sewer main of the Grantee.

2. Size and Facilities. The facilities situated upon the easement shall consists of one single sewer main constructed of ductile iron pipe or better, as approved by Grantor and shall not exceed ten (10) inches in diameter.

3. Location. The exact location of the sewer main within the easement is described and depicted on **Exhibit A** attached hereto and by this reference made a part hereof. Any variation from the location shall require the consent and approval of the Grantor or its successors and assigns which consent shall not be unreasonably withheld.

4. Elevation. The bottom elevation of the easement shall not exceed elevation _____ and the top elevation of the easement shall not exceed

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elevation _____. Grantee, by the grant and acceptance of this easement, shall not obtain or receive any rights to the use of any portion of the land or building situated upon the land that is either above or below the foregoing described elevations.

5. Access. Grantee, in addition to the sewer main easement as specified herein, shall have the right of access to and from the area of the sewer main easement at all reasonable times, over and across any and all entrances and exits to the parking garage within which the sewer main is located and all driveways and aisle-ways that provide access to the easement area, provided that Grantor and/or its successors and assigns shall be given not less than twenty-four (24) hours prior written notice of Grantee's intent to utilize the access granted herein except in the event of an emergency, deemed and construed to be an emergency by the Grantee in its sole and absolute discretion.

6. Maintenance. Grantee shall maintain the sewer line in good condition and repair at all times at its sole cost and expense for the purpose of preventing leakage of any kind and escaping odors of any kind within the building of Grantor or its successors and assigns.

7. Reserved Uses. Grantee reserves the right to use all areas subject to the easement for any purpose which does not unreasonably interfere with the use of the easement by the Grantee as a location for Grantee's sewer main. These reserved uses specifically include the right to park vehicles over or under and upon any portion of the easement not physically occupied by the sewer main itself and to construct raceways, walls, floors, ceilings, and foundations within the easement area and within the exact location of the sewer main provided that at all times the sewer main shall be protected against destruction, damage, or unreasonable repair requirements. Grantor further reserves the right to grant and provide for additional easements for utilities and/or other purposes within the easement area and the easement granted herein shall be nonexclusive.

Grantor agrees that all mains and other facilities installed within the foregoing described easement shall remain the property of Grantee removable and replaceable at the option of the Grantee.

Grantor hereby releases and waives any and all rights under and by the virtue of the Homestead Exemption Laws of the State of Wyoming.

DRAFT

WITNESS the hands of Grantor this _____ day of _____, 2015.

WILLOW STREET PARTNERS LLC, a Wyoming limited liability company

By: _____

Its: _____

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2015 _____ personally appeared before me and being personally known by me acknowledged that he/she/they executed the foregoing instrument as _____ of Willow Street Partners LLC, a Wyoming limited liability company, for and on behalf of the company pursuant to due authorization and that he/she/they acknowledged the instrument as the free act and deed of the limited liability company.

Witness my hand and official seal.

_____
Notary Public
Seal My Commission Expires: _____

ACCEPTANCE:

The undersigned Town of Jackson, a municipal corporation of the State of Wyoming, does hereby acknowledge, agree to, and accept the foregoing easement on the terms and conditions set forth herein to be effective as of the _____ day of _____, 2015.

TOWN OF JACKSON

By: _____
Sara Flitner, Mayor

ATTEST BY:

By: _____
Town Clerk

DRAFT

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2015 Sara Flitner personally appeared before me and being personally known by me acknowledged that she executed the foregoing instrument as Mayor of the Town of Jackson for and on behalf of the Town of Jackson pursuant to due authorization and that she acknowledged the instrument as the free act and deed of the Town of Jackson.

Witness my hand and official seal.

_____
Notary Public
Seal My Commission Expires: _____

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2015 _____ personally appeared before me and being personally known by me acknowledged that she executed the foregoing instrument as Town Clerk of the Town of Jackson for and on behalf of the Town of Jackson pursuant to due authorization and that she acknowledged the instrument as the free act and deed of the Town of Jackson.

Witness my hand and official seal.

_____
Notary Public
Seal My Commission Expires: _____

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DRAFT
12/30/14

EASEMENT AND AGREEMENT
(UNDERGROUND PARKING ACCESS)

This Easement and Agreement is entered in to be effective as of the _____ day of _____, 20___, by and between Willow Street Partners LLC, a Wyoming limited liability company ("Grantor") of P.O. Box 4099, Jackson, Wyoming 83001 and 199 East Pearl Condominium Association, a nonprofit Wyoming corporation ("Grantee") of P.O. Box _____, Jackson, Wyoming 8300_____.

RECITALS

WHEREAS, Grantor owns fee simple title in and to certain real property in Teton County, Wyoming, known as Lot 3 of the Pearl & Willow Amended Addition to the Town of Jackson according to that plat recorded February 11, 2004 as Plat No. 1106 ("Lot 3"); and

WHEREAS, Grantee has the authority to govern the use of the underground parking garage located in that certain condominium building known as 199 East Pearl Condominium Addition to the Town of Jackson, Teton County, according to that plat recorded February 17, 2014 as Plat No. 1107 ("199 East Pearl Condominium") pursuant to and in accordance with that certain Condominium Declaration recorded on February 17, 2004 in Book 541 of Photo, Pages 260 – 295 (the "Declaration"); and

WHEREAS, Grantor and Grantee, including its predecessors in interest, made certain agreements concerning the construction and use of certain underground parking facilities namely that certain Easement and Agreement dated February 18, 2004 and recorded in the records of the Teton County Clerk in Book 541, Page 521 – 527 on February 18, 2004 as amended by that certain Amendment to Easement and Agreement dated May 16, 2012 and recorded in the records of the Teton County Clerk in Book 820 of Photo, Pages 823 – 828 on September 28, 2012 (collectively the "Underground Parking Agreements"); and

WHEREAS, Grantor has constructed the underground parking garage on Lot 3 which has been connected to underground parking garage located on 199 East Pearl Condominium; and

WHEREAS, under the Underground Parking Agreements, Grantor agreed to grant an access easement for the benefit of and appurtenant to 199 East Pearl Condominium, its owners and occupants; and

WHEREAS, Grantor has agreed to vacate a portion of its easement within 199 East Pearl Condominium due to the fact that the north connection through 199 East Pearl Condominium as described in the Underground Parking Agreements was not constructed; and

WHEREAS, Grantor has or intends to file that certain condominium plat and condominium declaration on Lot 3 in order to create that certain condominium project known as 155 East Pearl Place;

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the parties agree as follows:

1. Easement to Grantee. Grantor does hereby grant and convey to Grantee and each of the owners and occupants in 199 East Pearl Condominium, a nonexclusive easement for ingress and egress purposes over and across the driveway, the drive aisle and ramp through 155 East Pearl Place for the benefit of and appurtenant to 199 East Pearl Condominium for the use by Grantee, its successors, owners and assigns over and across portions of real property described on Exhibit "A" attached hereto and incorporated herein by this reference.

2. Vacation of Portion of Easement. Grantor vacates that certain portion of the easement granted by that certain Easement and Agreement dated February 18, 2004 _____ [describe portion of easement for access to north connection] _____.

3. Confirmation of Easement by Grantee. Grantee does hereby confirm the grant and conveyance to Grantor, and each of the owners and occupants in 155 East Pearl Place, that certain nonexclusive easement for ingress and egress purposes described more particularly in the Underground Parking Agreements.

4. Maintenance and Repair of Underground Parking Garage. _____.

5. Easements to Run with Land. The easement granted herein shall be appurtenant to 199 East Pearl Condominium and the agreements herein shall be

deemed and construed to be covenants running with the land and shall be binding on and shall inure to the benefit of the parties of this agreement, their respective heirs, successors, and assigns.

6. Governing Law. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming.

IN WITNESS WHEREOF, the parties hereto set their hands waiving any and all rights pursuant to the Homestead Exemption Laws of the State of Wyoming to be effective as of the date and year first above written.

GRANTOR:
Willow Street Partners LLC, a
Wyoming limited liability company,
By: Mullikin, Larson & Swift LLC, a
Wyoming limited liability company
Its: Manager

By: _____
Its: _____

GRANTEE:
199 East Pearl Condominium Association,
a nonprofit Wyoming corporation,

By: _____
Its: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this _____day of _____, 2015, by _____ as _____of Mullikin, Larson & Swift LLC, a Wyoming limited liability company, as Manager of Willow Street Partners LLC, a Wyoming limited liability company.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this _____day of _____, 2015, by _____ as _____ of 199 East Pearl Condominium Association, a nonprofit Wyoming corporation.

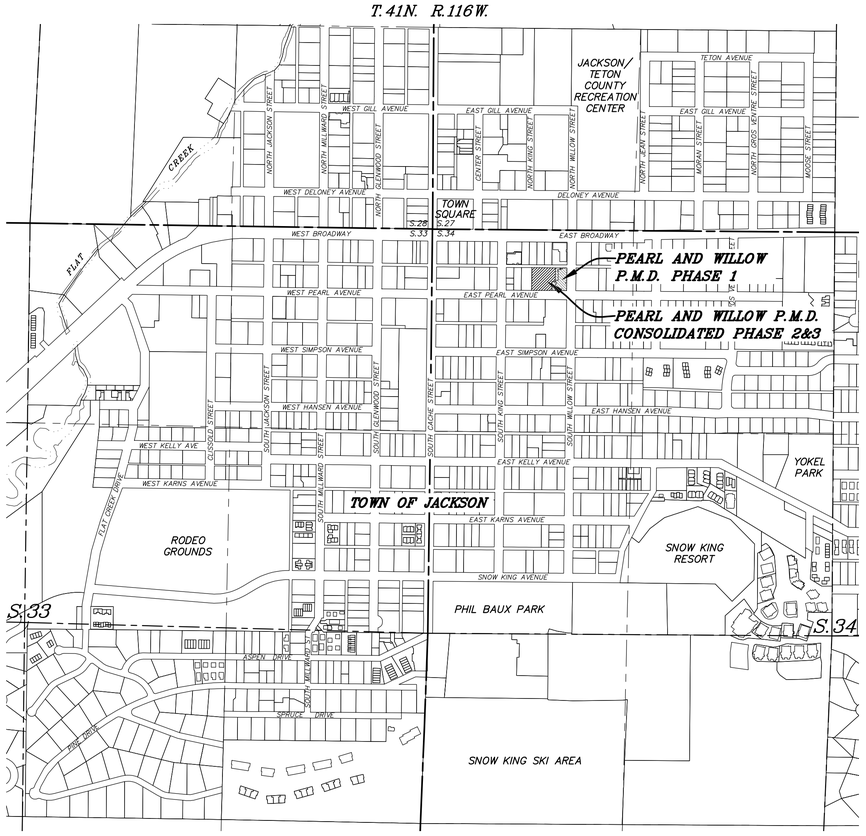
Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

EXHIBIT "A"
(Underground Parking Access)

[Description of Easement]



0 500 1000

Scale: 1 Inch = 500 Feet

This scale valid only for 22x34 prints.

VICINITY MAP

SHOWING PARTS OF
SECTION 26, 27, 33 & 35
T.41N., R.116W., 6TH P.M.
TETON COUNTY, WYOMING
(THIS MAP DOES NOT SHOW EASEMENTS)

SOURCE OF DATA

BOUNDARIES SHOWN HEREON DETERMINED FROM SURVEYS PERFORMED BY WYOMING PROFESSIONAL LAND SURVEYOR NO. 4530 IN 2005 AND 2006, UNDER THE SUPERVISION OF WYOMING PROFESSIONAL LAND SURVEYOR NO. 8469 IN 2012, AND FROM DATA OF RECORD IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING.

GROUND FEATURES AND TOPOGRAPHY BASED ON A SURVEY PERFORMED UNDER THE DIRECTION OF WYOMING PROFESSIONAL LAND SURVEYOR NO. 8469 IN 2014.

MISCELLANEOUS NOTES

THE DEVELOPMENT DESCRIBED IN THESE DRAWINGS IS PURSUANT TO THE PEARL AND WILLLOW PLANNED MIXED–USE DEVELOPMENT MASTER PLAN APPROVED BY THE TOWN OF JACKSON IN 2001, AS AMENDED IN 2008 AND BY AMENDMENTS CURRENTLY BEING APPLIED FOR. AS A VESTED DEVELOPMENT IT WAS NOT AFFECTED BY THE REPEAL OF THE PLANNED MIXED–USE RESIDENTIAL DEVELOPMENT REGULATION (SECTION 2325 OF THE TOWN LAND DEVELOPMENT REGULATIONS) IN 2012. FOR FURTHER DETAILS SEE SECTIONS 2A AND 5B OF THE ACCOMPANYING APPLICATION NOTEBOOK.

THIS DEVELOPMENT WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY SYSTEM.

THIS DEVELOPMENT WILL BE CONNECTED TO THE TOWN OF JACKSON SEWER COLLECTION SYSTEM.

THERE ARE NO STREETS OR ROADS INTERIOR TO THIS DEVELOPMENT. THE STREETS AND ROADS THAT SERVE AS ACCESS TO THIS DEVELOPMENT ARE MAINTAINED BY THE TOWN OF JACKSON.

AS ALLOWED IN THE LODGING OVERLAY ZONE DISTRICT IN WHICH THIS PROJECT IS LOCATED, ALL MARKET RESIDENTIAL UNITS, AT THE DISCRETION OF EACH UNIT OWNER, ARE AVAILABLE FOR SHORT–TERM RENTAL. THE BUILDING DESIGN, AS WELL AS THE PARKING AND EMPLOYEE HOUSING PROVIDED ARE BASED ON STANDARDS THAT MEET REQUIREMENTS FOR SHORT–TERM RENTAL OF ALL MARKET RESIDENTIAL UNITS.

SELLER DOES NOT WARRANT TO PURCHASER THAT THE PURCHASER SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THE PROPOSED SUBDIVISION.

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

LAND USE SUMMARY

(For Additional Details Refer To Accompanying Application Notebook)

ZONE DISTRICT
Urban Commercial

ZONE OVERLAY DISTRICT
Lodging Overlay

COMPREHENSIVE PLAN VISION DISTRICTS
District 2: Town Commercial Core
Downtown Subare 2.3

CONSOLIDATED PHASES 2 & 3 UNIT SUMMARY
TOTAL NUMBER OF CONCOMINIUM UNITS = 21

UNIT USE TYPE	NO UNITS	UNIT NUMBERS
Office / Retail:	2	101–102
Office / Market Residential	5	201–204
Affordable Housing	1	205
Employee Housing	2	206–207
Market Residential	11	301–306 & 401–405
	21	

PROJECT BASE SITE AREA = PROJECT GROSS SITE AREA

Phase 1 * =	12,740 s.f.
Consolidated Phases 2 & 3** =	21,978 s.f.
PMD TOTAL PROJECT AREA =	34,718 s.f.

* Per 199 East Pearl Condominium Addition, Plag 1107
** Per 2014 Jorgensen Associates, P.C. Survey

FLOOR AREA INFORMATION – ALL PROJECT PHASES

Maximum Floor Area Ratio Per Master Plan Amendment (See Application Notebook Section 2A):
1.83

Base Site Area x F.A.R. = Allowed Floor Area
34,718 s.f x 1.83 = 63,533.9 s.f.

Per the PMD Regulations, the below grade garage and affordable and employee housing units are not included in this calculation:

TOTAL Phase 1 Above Ground Floor Area =	21,794 s.f.
– Phase 1 Employee & Affordable Housing =	–2,057 s.f.
TOTAL Consolidated Phases 2 & 3 Above Ground Floor Area	43,524 s.f.
– Consolidated Phases 2 & 3 Employee & Affordable Housing	–3,319 s.f.
PMD TOTAL FLOOR AREA	59,942 s.f.

59,942 s.f. / 34,718 s.f. Base Site Area = Project F.A.R. 1.73

MAXIMUM BUILDING HEIGHT CONSOLIDATED PHASES 2 & 3:
Per Master Plan Amendment (See Application Notebook Section 2A):
46' provided fourth floor step back

MINIMUM SETBACK REQUIREMENTS – ALL PROJECT PHASES:
Per Master Plan Amendment (See Application Notebook Section 2A):

SETBACK AREA	Minimum Setback Standard
Rear (North)	0'
Front (South)	0'
Side (East – Street)	0'
Side (West)	4' Structure; 0' Parking

MINIMUM LANDSCAPE SURFACE RATIO – ALL PROJECT PHASES:
Per Master Plan Amendment (See Application Notebook Section 2A):
0.056

SHEET INDEX

SHEET	CONTENTS
C1.1	VICINITY MAP, SHEET INDEX, LAND USE NOTES, PROJECT AREA SUMMARIES, AND OWNER, APPLICANT & CONSULTANT INFORMATION
C1.2	LEGEND, ENGINEERING & CONSTRUCTION NOTES
C1.3	EXISTING CONDITIONS
C2.1	GRADING AND DRAINAGE
C2.2	SITE UTILITIES
C3.1	PEDESTRIAN CORRIDOR DETAIL

APPLICANT & OWNER:

Willow Street Partners LLC
Attn: David Larson, Phelps Swift
P.O. Box 4099
Jackson, Wyoming 83001
307–733–3923

ARCHITECT:

Carney Logan Burke Architects, P.C.
Attn: John Carney, Danny Beasse
215 S King Street; 83001
P.O. Box 9218
Jackson, Wyoming 83002
307–733–4000

SURVEYOR & ENGINEER:

Jorgensen Associates, P.C.
Attn: Francesca Paolucci Rice, Thomas Kirsten
1315 Highway 89 South, Suite 101; 83001
P.O. Box 9550
Jackson, Wyoming 83002
307–733–5150

FOR ADDITIONAL DETAILS AND INFORMATION
SEE SEPARATE APPLICATION NOTEBOOK

– PRELIMINARY –
SUBJECT TO CORRECTION
AND APPROVAL

ENGINEERING DRAWINGS
For
PEARL AND WILLOW
PLANNED MIXED USE DEVELOPMENT
Master Plan Amendments
And
Consolidated Phases 2 & 3
Final Development Plan

Completed PMD Phase 1 Being
199 East Pearl Condominium Addition, Plat 1107
And
PMD Consolidated Phases 2 & 3
To Be Developed In
Lot 3 Pearl And Willow Amended Addition, Plat 1106

WITHIN THE
TOWN OF JACKSON
In The
NW1/4NW1/4 SECTION 34, T.41N., R.116W., 6TH P.M.
TETON COUNTY, WYOMING

SHEET C1.1

INITIAL SUBMITTAL DATE: February 5, 2015

LEGEND

EXISTING	PROPOSED	
×		PK nail with washer inscribed "PLS 3831" found this survey
♦		T-stake with cap inscribed "RLS 164" found this survey
□		3" diameter brass cap inscribed "RLS 164" with other appropriate markings, found this survey
◘		3" diameter brass cap inscribed "1983 PE & LS 2612" with other appropriate markings, recovered this survey
◇		T-stake with cap inscribed "PE & LS 2612" recovered this survey
○		2" diameter aluminum cap inscribed "PLS 3831" found this survey
◎		2-1/2" diameter yellow plastic cap inscribed "PLS 3831" found this survey
		boundary, subject property
		boundary, adjacent property
T		telephone pedestal
TV		cable TV pedestal
bt		underground communications line
gas		underground gasline
		electric junction box
		electric meter
		electric transformer
←		guy anchor
		overhead utility pole with light
		utility pole
ugp		underground powerline
©		sanitary sewer cleanout
Ⓢ	Ⓢ	sanitary sewer manhole, see details
san	8"S	sanitary sewer line, approximate from Teton County GIS and visible structures
		catch basin
		storm drain inlet
Ⓓ	Ⓓ	storm sewer manhole
stm	stm	storm sewer line, approximate from Teton County GIS and visible structures
		monitoring well
W		water meter
		water valve
		water curbstop
w	W	water line, approximate from Teton County GIS and visible structures
		top back of curb
		flowline
		edge of pavement
		edge of concrete
		℄ street or alley, approximate
		sign
		aspen tree
		cottonwood tree
+ 6555.5	+ 41.6	spot elevation
[S89°59'40"W] [133.44']		calculated bearing and/or distance
S89°59'40"W 133.44'		measured bearing and/or distance
(S89°59'40"W) (133.44')		record bearing and/or distance

WATER AND SEWER UTILITY NOTES

1. WATER AND SEWER INSTALLATIONS SHALL BE IN ACCORDANCE WITH CURRENT WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY, WATER QUALITY DIVISION RULES AND REGULATIONS.
2. ALL WATER AND SEWER FACILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE TOWN OF JACKSON ENGINEERING DEPARTMENT RULES AND REGULATIONS. CONTRACTOR SHALL NOTIFY THE ENGINEERING DEPARTMENT, AT PHONE NUMBER 307.733.3079, PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO EACH WATER AND SEWER TEST.
3. CONTRACTOR SHALL MAINTAIN WATER, SEWER, AND FORCE MAIN SLOPES CONSISTENT WITH THE PROFILES. ABRUPT ELEVATION CHANGES ARE NOT PERMITTED AND MAY REQUIRE ADDITIONAL AIR RELEASE VALVES OR BLOW-OFFS AT THE CONTRACTORS EXPENSE.
4. TYPE A TRENCH BACKFILL SHALL APPLY TO ALL PAVED SURFACES, 10' OUTSIDE PAVED SURFACES, AND AROUND ALL APPURTENANCES INCLUDING VALVES, FIRE HYDRANTS AND MANHOLES. TYPE B TRENCH BACKFILL SHALL APPLY ONLY TO NON-TRAVELED AREAS. SEE SPECIFICATIONS.
5. ALL WATER MAINS INSTALLED SHALL BE INSTALLED WITH WARNING TAPE. TAPE SHALL BE BLUE WITH "CAUTION BURIED WATER MAIN" PRINTED CLEARLY AND PERMANENTLY ON THE TAPE AND SHALL BE INSTALLED 24-36 INCHES ABOVE THE PIPE. ADDITIONALLY, ALL WATER MAINS AND SERVICES SHALL BE INSTALLED WITH TRACER WIRED FIXED TO THE MAIN.
6. CONTINUOUS RIGID TYPE A PIPELINE INSULATION SHALL BE PROVIDED AS SHOWN ON THE TYPICAL TRENCH DETAIL, AT ALL LOCATIONS WHERE DEPTH OF COVER IS LESS THAN 5 FEET FOR SEWER MAINS AND SERVICES; LESS THAN 7 FEET FOR SEWER FORCE MAINS, WATER MAINS AND SERVICES AND AS SHOWN ON THE PLANS.
7. MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN WATER PIPES AND SEWER PIPES/MANHOLES, MEASURED EDGE TO EDGE. MAINTAIN A MINIMUM OF 18 INCHES VERTICAL SEPARATION AT WATER-SEWER PIPE CROSSINGS. WHERE SEWER PIPE CROSSES ABOVE WATER PIPE, SPECIAL CONSTRUCTION IS REQUIRED. SEE TYPICAL DETAILS.
8. DEFLECT WATER PIPE AS NECESSARY TO MAINTAIN 10' SEPARATION BETWEEN WATER LINES AND SEWER LINES. MAXIMUM DEFLECTION 3° OR 11 INCHES FOR EACH JOINT FOR ALL PIPE SIZES. DEFLECTION MAY ONLY BE MADE AFTER JOINING.
9. WATER MAINS SHALL BE PRESSURE CLASS 350 DUCTILE IRON PIPE CONFORMING TO AWWA C104, C111, C150, C151. FITTINGS FOR WATER MAINS SHALL BE DUCTILE IRON, CONFORMING TO AWWA C110 OR C153. MINIMUM DEPTH OF BURY ON ALL WATER MAINS SHALL BE SEVEN FEET.
10. WATER SERVICE LINE SHALL BE POLYETHYLENE (PE) CONFORMING TO THE REQUIREMENTS OF AWWA C 901. PE PIPE SHALL BE PRESSURE TUBING CONFORMING TO TABLE 7 OF SAID SPECIFICATION. TUBING SHALL BE CLASS 200 WITH A DR OF 9.
11. SANITARY SEWER LINES AND FITTINGS SHALL BE SDR 35 PVC AND CONFORM TO ASTM D-3034.
12. INFILTRATION IN TO THE SEWER SYSTEM, INCLUDING MANHOLES, SHALL NOT EXCEED 50 GALLONS PER DAY PER INCH DIAMETER OF PIPE PER MILE OF SEWER PIPE.

REVEGETATION NOTES

1. BEFORE START OF CONSTRUCTION INSTALL CONSTRUCTION FENCE TO DEFINE LIMITS OF LAND DISTURBING ACTIVITIES. MAINTAIN AND REPAIR FENCE DURING CONSTRUCTION.
2. BEFORE START OF CONSTRUCTION INSTALL EROSION CONTROL MEASURES. FENCE FILTER FABRIC SHALL BE SPUN BOND GEOTEXTILE FABRIC.
3. DURING THE COURSE OF CONSTRUCTION MAKE PERIODIC INSPECTIONS OF EROSION CONTROL STRUCTURES. MAKE NECESSARY REPAIRS TO INSURE PROPER SEDIMENT CONTAINMENT AND EROSION CONTROL.
4. STORE TOPSOIL ON SITE. TOPSOIL SHALL BE REDISTRIBUTED AND USED FOR LANDSCAPING.
5. 4 INCHES OF TOPSOIL SHALL BE UNIFORMLY SPREAD ON PREPARED SURFACES PRIOR TO SEEDING. REMOVE FOREIGN MATERIALS, WEEDS, AND UNDESIRABLE PLANTS FROM THE PREPARED SOIL PRIOR TO SEEDING.
6. HARD PACKED OR CAKED TOPSOIL SURFACES SHALL BE SCARIFIED OR DISKED PRIOR TO SEEDING.
7. REVEGETATE ALL DISTURBED AREAS AS SOON AS PRACTICAL AFTER GRADING AS PRESCRIBED ON THE LANDSCAPE PLAN SHEET L1.01 OF THIS SKETCH PLAN DRAWING SET.
8. DURING CONSTRUCTION CONTRACTOR SHALL OBSERVE THE PROJECT SITE FOR THE GROWTH OF NOXIOUS WEEDS. THE GROWN OF NOXIOUS WEED 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.

GENERAL NOTES

1. ALL WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE 2001 EDITION OF THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS OR AS MODIFIED BY THE SPECIAL PROVISIONS AND THE SUPPLEMENTARY SPECIFICATIONS.
2. EXISTING BASE MAPPING IS FROM SURVEYS PERFORMED BY JORGENSEN ASSOCIATES, 2014. EXISTING TERRAIN IN AREAS MAY HAVE BEEN MODIFIED SINCE SURVEY AND ALL ELEVATIONS SHOULD BE FIELD VERIFIED.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE PERMITS AND AGREEMENTS INCLUDING: TOWN OF JACKSON GRADING AND EROSION CONTROL PERMIT, WYDEQ PERMIT TO CONSTRUCT, WYDEQ WYPDES PERMIT, CONTACT ENGINEER FOR COPIES OF PERMITS AND PERMIT REQUIREMENTS. CONTRACTOR SHALL REVIEW AND BE RESPONSIBLE FOR PERMIT COMPLIANCE.
4. BURIED UTILITIES
   - 4.1. CONTRACTOR SHALL VERIFY LOCATION OF ALL BURIED AND OVERHEAD UTILITIES PRIOR TO ANY EXCAVATION IN THE VICINITY. UTILITY LOCATIONS SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND BASED ON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. ENGINEER DOES NOT WARRANT THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN FOR EXISTING UTILITIES.
   - 4.2. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PRIOR TO INSTALLING IMPROVEMENTS.
   - 4.3. PRIVATE UNDERGROUND UTILITIES EXIST IN THE PROJECT AREA. CONTACT TETON VILLAGE WATER AND SEWER DISTRICT TO LOCATE EXISTING WATER LINES, SEWER LINES.
   - 4.4. CONTRACTOR SHALL CONTACT WYOMING ONE-CALL, 800-348-1030, FOR UTILITY LOCATE A MINIMUM OF 2 DAYS PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.

GRADING NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY VARIATIONS OR DISCREPANCIES.
2. ENGINEER SHALL BE CONTACTED PRIOR TO CONSTRUCTION TO PROVIDE CONSTRUCTION OBSERVATION.
3. EXISTING VEGETATION IS TO BE MAINTAINED TO THE EXTENT POSSIBLE.
4. REVEGETATION WILL OCCUR AFTER CONSTRUCTION.
5. 5. PROJECT SCOPE: DEVELOP PLANNED MIXED USE DEVELOPMENT
6. PROPOSED PROJECT SCHEDULE: BEGIN CONSTRUCTION SPRING 2017
   COMPLETE CONSTRUCTION FALL 2019
7. GRADING SHALL MEET THE REQUIREMENTS OF DIVISION 5.7 – GRADING, EROSION CONTROL AND STORMWATER MANAGEMENT OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.
8. THE PROJECT IS NOT LOCATED IN A FLOOD PLAIN.
9. NO LANDSLIDES OR BEDROCK SLUMPS ARE APPARENT AT THE SITE. AVALANCHE PATHS DO NOT EXTEND DOWN TO THE SITE.
10. CUT AND FILL SLOPES DO NOT EXCEED 2:1. CATCH POINTS ARE TO BE ROUNDED TO PROMOTE REVEGETATION AND PREVENT RAVELING AND EROSION.
11. U.S.D.A. SOIL CONSERVATION SERVICE HAS IDENTIFIED THE SOIL TYPES IN THIS AREA AS PREDOMINANTLY TINEMAN GRAVELY LOAM.
12. SITE IS RELATIVELY FLAT.

COMMON ABBREVIATIONS

CO	CLEAN OUT
FH	FIRE HYDRANT
FDN	FOUNDATION
MH	MANHOLE
S	SEWER LINE
STA	STATION
W	WATER LINE
WS	WATER SERVICE
WWF	WELDED WIRE FABRIC
LP	LOW POINT
HP	HIGH POINT
FFE	FINISHED FLOOR ELEVATION
GSE	GARAGE SLAB ELEVATION

– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

PLAN VERSION	DATE	DRAFTER	APPROVED
FDP	02/04/2015	ALB	

SHEET TITLE: LEGEND, ENGINEERING & CONSTRUCTION NOTES

PROJECT TITLE: PEARL AND WILLOW
PLANNED MIX USE DEVELOPMENT
MASTER PLAN ADMENDMENTS &
CONSOLIDATED PHASES 2&3
FINAL DEVELOPMENT PLAN

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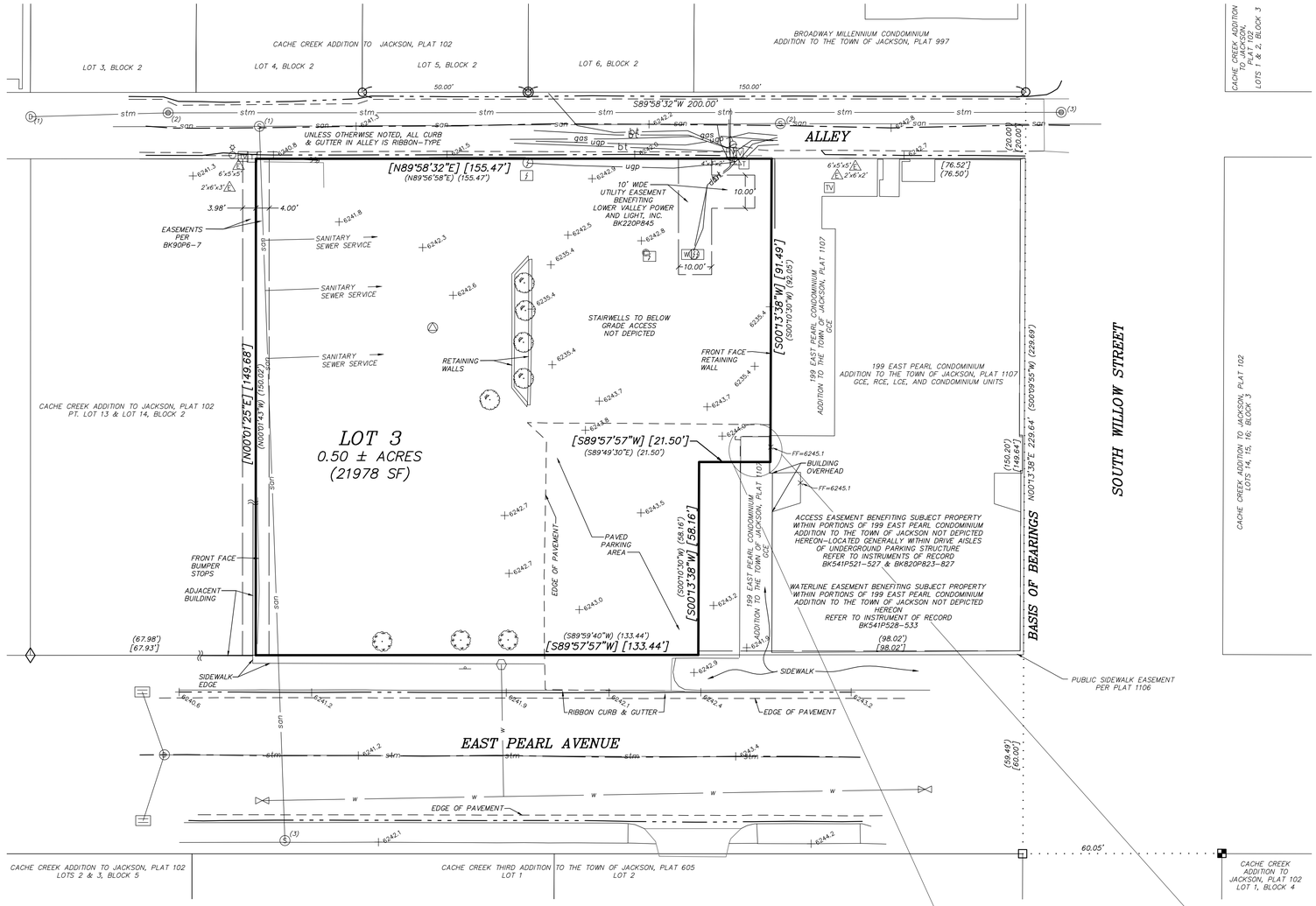
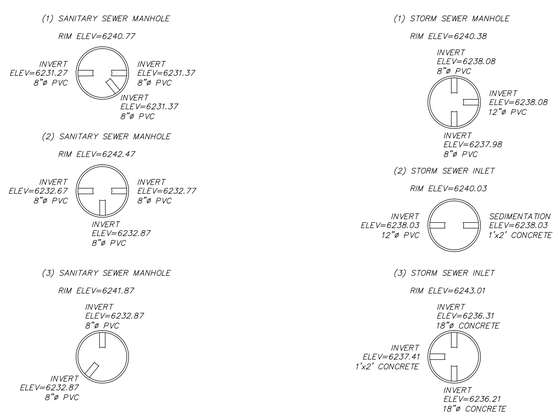
PROJECT NUMBER

SHEET C1.2

H:\2013\13070\00\14 FDP\Acad\13070014 C12 Legend.dwg



UTILITY DETAILS



NOTES

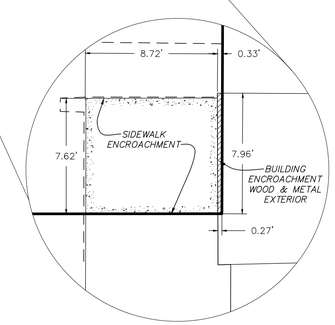
This survey was conducted in May 2014 and prepared under the direction of Kenneth G. Magrath, Wyoming PLS 8469, and does not include an engineering review.

Locations of utilities depicted hereon are limited to visible structures; underground location must be verified prior to any construction activity.

Easements shown are based on that record information from Plat 1106, that Record Owner Guarantee number 4559-2237644 issued by First American Title Insurance Co. dated March 24, 2014, and other readily accessible documents of record in the Office of the Clerk of Teton County, Wyoming. Other easements or encumbrances may exist on the subject property.

The BASIS OF BEARING for this survey is N00°13'38"E on the east boundary as depicted hereon of that plat entitled "199 East Pearl Condominium Addition to the Town of Jackson" of record in the Office of the Clerk of Teton County, Wyoming as Plat 1107.

SEE DETAIL, THIS SHEET, FOR BUILDING AND SIDEWALK ENCROACHMENTS.



ENCROACHMENT DETAIL

NOT TO SCALE

— PRELIMINARY —
SUBJECT TO CORRECTION AND APPROVAL

PLAN VERSION	DATE	DRAFTER	APPROVED
FDP	02/04/2015	ALB	

SHEET TITLE: EXISTING CONDITIONS

PROJECT TITLE: PEARL AND WILLOW
PLANNED MIX USE DEVELOPMENT
MASTER PLAN AMENDMENTS &
CONSOLIDATED PHASES 2&3
FINAL DEVELOPMENT PLAN

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PROJECT NUMBER 13070.00.14

SHEET C1.3

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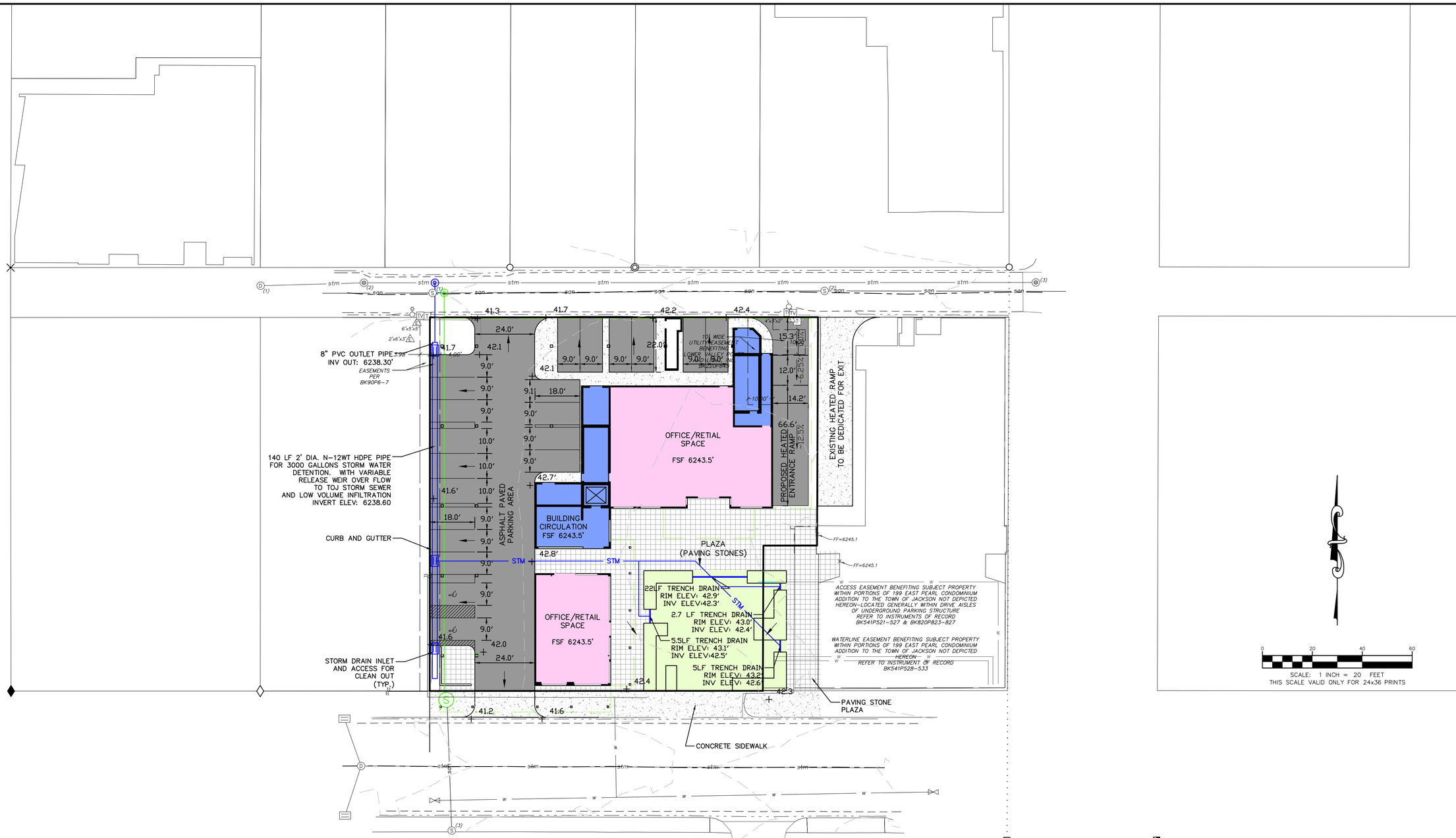

– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

PLAN VERSION	DATE	DRAFTER	APPROVED
FDP	02/04/2015	GP	

SHEET TITLE: GRADING AND DRAINAGE

PROJECT TITLE:
PEARL AND WILLOW
PLANNED MIX USE DEVELOPMENT
MASTER PLAN AMENDMENTS &
CONSOLIDATED PHASES 2&3
FINAL DEVELOPMENT PLAN

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PROJECT NUMBER
13070.00.14

SHEET
C2.1

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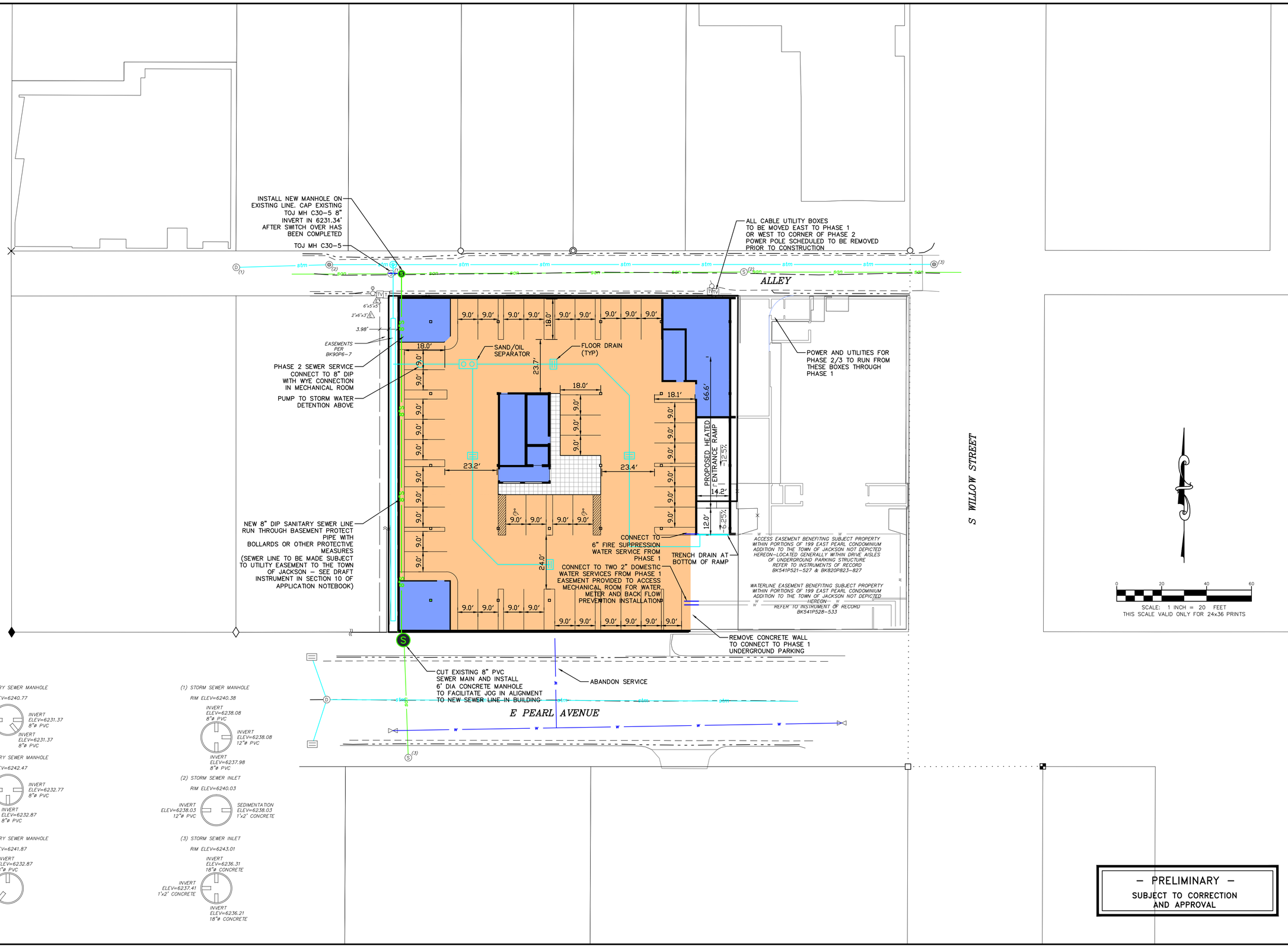

– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

PLAN VERSION	DATE	DRAFTER	APPROVED
FDP	02/04/2015	GP	

SHEET TITLE: SITE UTILITIES

PROJECT TITLE: PEARL AND WILLOW PLANNED MIX USE DEVELOPMENT MASTER PLAN AMENDMENTS & CONSOLIDATED PHASES 2&3 FINAL DEVELOPMENT PLAN

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PROJECT NUMBER 13070.00.14

SHEET C2.2

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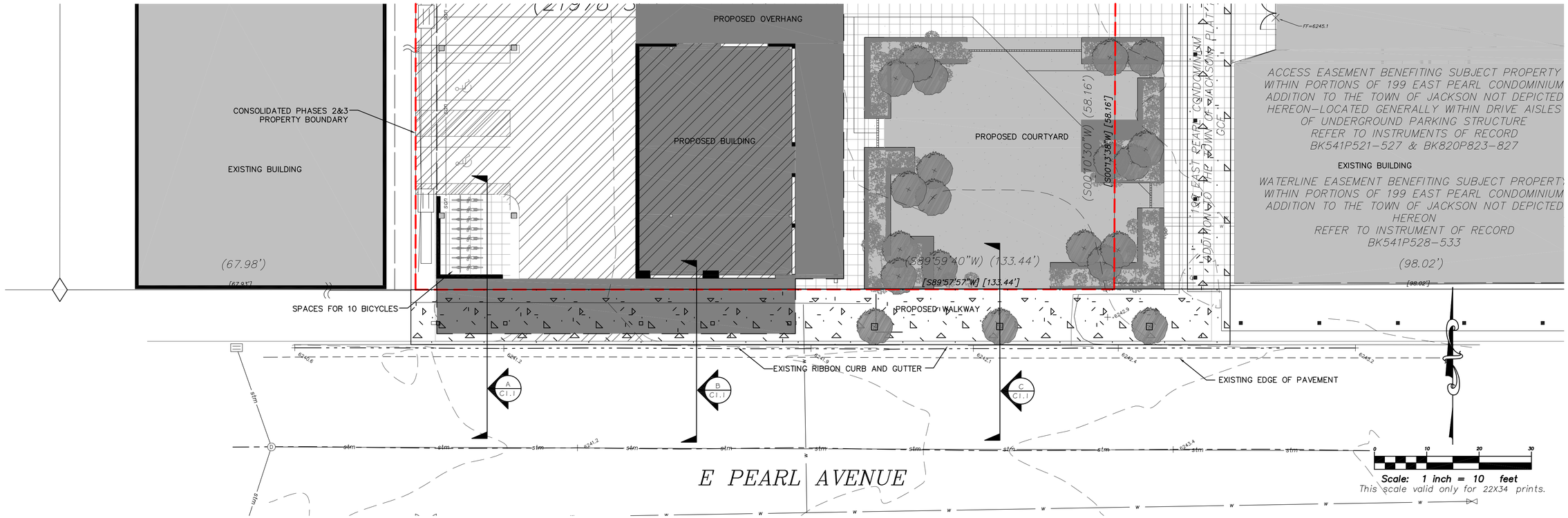
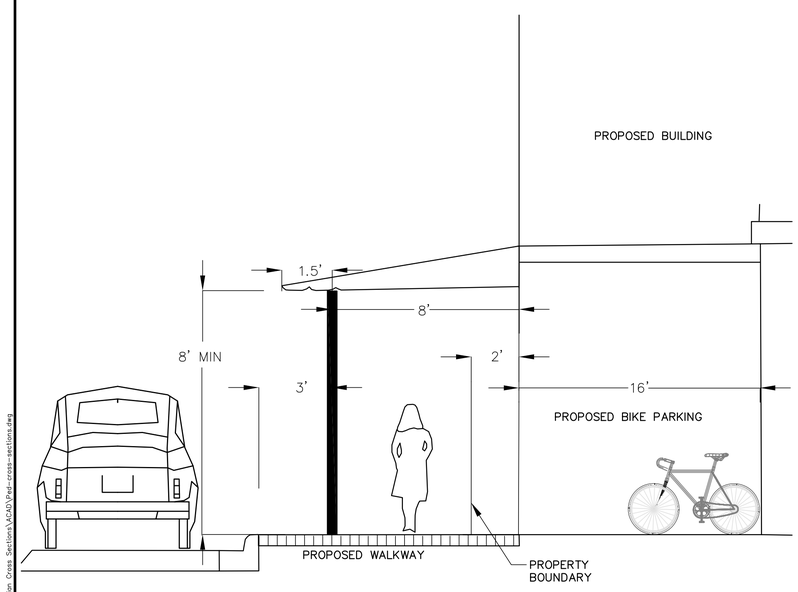
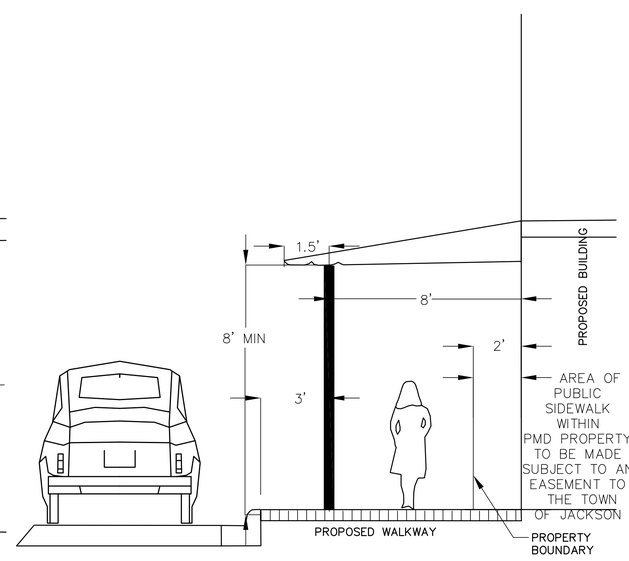




A C1.1 BIKE STORAGE
NTS



B C1.1 BUILDING ENTRY
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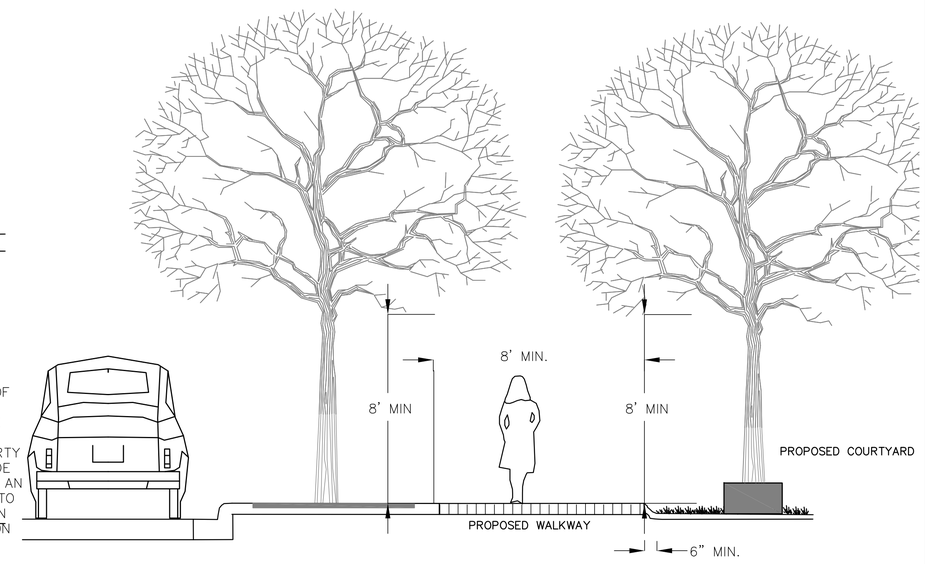

C C1.1 COURTYARD
NTS

PLAN VERSION	DATE	DRAFTER	APPROVED
EXHIBIT	02/04/2015	SP	TK

SHEET TITLE: CROSS SECTIONS

PROJECT TITLE:
PEARL AND WILLOW
PLANNED MIX USE DEVELOPMENT
MASTER PLAN AMENDMENTS &
CONSOLIDATED PHASE 2&3
FINAL DEVELOPMENT PLAN

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PROJECT NUMBER 13070.00.14

SHEET C3.1

Plotted by eclosto on Feb 05, 2015 – 8:42am
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155 East Pearl Avenue

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NOTICE
These documents are
NOT FOR CONSTRUCTION.
They are in draft form, are incomplete and uncoordinated. Please note: Information shown in these documents is subject to change. Additional information may be added for the purposes of coordination and construction.

PEARL & WILLOW PMD

ARCHITECTURE PLANS FOR CONSOLIDATED PHASES 2 & 3, MASTER PLAN AMENDMENTS AND FINAL DEVELOPMENT PLAN

1404.00

Issue/Revision	Date	
01.30.15		FDP Submittal

Drawn By: MD Checked By: DB

A1.0

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PROJECT SUMMARY

These drawings are part of a submission for Phase 2&3 of a final development plan at 155 East Pearl Avenue, combining what was originally two buildings and two different phases into one single building and phase. These drawing are prepared by CLB Architects in coordination with Jorgensen Associates for the owners; Willow Street Partners LLC. This new building consists of a mixed use development built over four stories, totaling 40,205 above grade square feet (maximum allowed 40,989 s.f.), and combining both commercial and residential units not including employee and affordable housing. Per the PMD Master Plan square footage attributed to employee and affordable housing does not counted towards the final floor area ratio. Additional square footage in the building devoted to employee and affordable housing totals 3,319 s.f., and an underground parking structure contains 21,032s.f..

The main level consists of an open courtyard facing Pearl Ave, a private parking area along the west property boundary with a drive-through connecting Pearl Ave and the alley to the north. There is also a driving ramp at the northeast corner of the property going down to an underground parking garage, paralleling the existing drive ramp from Phase 1 of this development. The building's plan generally consists of an 'L' shape. The main level building has two commercial spaces divided by an open walkway and a central core containing a lobby with elevator and fire stair. The main level's north boundary offers additional parking, service access to the commercial space as well as two stairways leading up to employee and affordable housing units above. A secondary fire stair is found on the northeast corner of the building connecting all floors.

The second level includes 5 units with use still to be determined as either commercial or residential, depending on market demand. These units can be accessed by the central elevator and stair core, a central hallway and a secondary stair at the northeast end of it. There are three additional units on the north end of the building, two of which are employee housing and one that is affordable housing. These three units are accessed by the main level stair from the alley. All of these units are provided with generous deck space.

The third level has 6 residential units and the fourth level has 5 residential units, all ranging from 1 to 3 bedrooms per unit. Just like the second level, these units are accessed by a central elevator, two stairways and a connecting hallway. The fourth level is stepped back away from the main elevation to give the street presence a three story appearance.

The building is oriented to capitalize on the site's views and offer each unit ample natural light. A courtyard space on the first floor brings green space onto the site and offers its users an open place to relax. The basement level is used as an underground parking garage to meet all parking requirements. This project offers modern commercial, living and working spaces in a convenient downtown location.

PARKING

The site offers a total of 62 new parking spaces. There are 20 parking spaces provided at the main level, which can either be accessed from the Pearl Ave entry driveway or from the alley to the north. An additional 42 parking spaces in the underground parking garage can be accessed from the driving ramp found at the northeast corner of the property.

Signage
Signage for this building will be in compliance with section 5.6 'Sign Standards' from the latest Town of Jackson LDR's.

Exterior Lighting
Exterior Lighting for this building will be in compliance with section 5.3.1 'Exterior Lighting Standards' from the latest Town of Jackson LDR's.

Fire
Demonstrate that fire apparatus access is provided. Fire vehicles will have access to the building from Pearl Ave as well as the alley.

Show automatic fire sprinkler system in accordance with NFPA 13 as there will be mixed use occupancy (IFC 903.27). Automatic Fire sprinklers will be designed and installed within this mixed use building in accordance with NFPA 13 and IFC 903.27.

Outside residential decks to have fire sprinkler protection having Type V construction. (IFC 903.3.1.2.1). The decks on all units of this building will be sprinklered in accordance with Section 903.3.1.2.1 of the International Fire Code which specifically requires the sprinkler system to be extended to provide protection for all exterior balconies, exterior decks, and exterior ground floor patios of residential buildings of Type V construction regardless if such areas are covered by a balcony or deck.

A horn/strobe shall be installed above the fire department connection (IFC 912.2.2.1). A horn/ strobe will be installed above the fire department connection in compliance with the international fire code section 912.2.2.1

A Knox Box shall be installed in an approved location (IFC 506.1). A Knox Box will be installed in accordance to the international fire code section 506.1

Building shall have a complete alarm system per NFPA72. An alarm system will be installed within this building in accordance with NFPA72.

Interior finishes shall meet fire code requirements (IFC Chapter 8). Per IFC Chapter 8, all finishes within this building will meet fire code requirements.

Means of egress shall meet fire code requirements (IFC Chapter 10), and including exit discharge, shall be illuminated at all time building occupied (IFC 1006.1). Per the International Fire Code Chapter 10 this building will meet all means of egress requirement. Per the International Fire Code 1006.1 this building will meet exit discharge illumination regulations.

Any hazardous material storage shall meet fire code requirement (IFC Chapter 27). All hazardous material within this building shall be stored per the International Fire Code Chapter 27 requirements.

Should any fuel-fired appliances be installed, requirements for carbon monoxide detection shall be followed (IFC 908.7). If fuel fired appliances are installed, carbon monoxide detection will be installed per the International Fire Code 908.7.

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A5.3	3D View - Aerial Looking SSE From Alley

SQUARE FOOTAGE TABULATIONS

Underground Garage
Parking Including
Circ./Mech./Storage 21,032 SF (Below Grade - Not applicable to F.A.R.)

First Level Total
Unit 101 1,368 SF
Unit 102 2,874 SF
Circ./Mech./Storage 1,820 SF

Second Level Total
Unit 201 1,815 SF
Unit 202 2,072 SF
Unit 203 1,847 SF
Unit 204 1,300 SF
Unit 205 2,259 SF
Unit 206 817 SF (Aff. Housing - Not applicable to F.A.R.)
Unit 207 1,055 SF (Emp. Housing - Not applicable to F.A.R.)
Unit 208 943 SF (Emp. Housing - Not applicable to F.A.R.)

Circ./Mech./Storage 1,225 SF
Emp./ Aff. Housing Circ. 504 SF (Not applicable to F.A.R.)

Third Level Total
Unit 301 1,815 SF
Unit 302 2,629 SF
Unit 303 2,399 SF
Unit 304 2,144 SF
Unit 305 1,300 SF
Unit 306 2,259 SF

Circ./Mech./Storage 1,004 SF

Fourth Level Total
Unit 401 2,235 SF
Unit 402 1,948 SF
Unit 403 1,982 SF
Unit 404 1,129 SF
Unit 405 1,828 SF

Circ./Mech./Storage 953 SF

TOTAL
Above Grade Without Emp./ Aff. Housing: **40,205 SF (F.A.R Maximum is 40,989 SF*)**
*See Application Notebook Section 5B for the calculation of the allowed Maximum Floor Area
Above Grade Including Emp./ Aff. Housing: **43,524 SF**
Total Including below Grade: **64,556 SF**

CODE ANALYSIS

Applicable Codes: 2012 International Building Code
2010 ADA Standards for Accessibility Design.
Fire Sprinkler System: Building to Contain Fire Sprinklers in Compliance with NFPA 13D
All Exterior and Interior wall coverings to comply with IBC 2012

Occupancy Type: This building is intended to have types B and R-2 Occupancy.

Building Mass: Height: 46 feet with a 4 Story Max

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ARCHITECTURE PLANS FOR CONSOLIDATED PHASES 2 & 3, MASTER PLAN AMENDMENTS AND FINAL DEVELOPMENT PLAN

1404.00

Issue/Revision Date	
01.30.15	FDP Submittal

Drawn By: MD Checked By: DB

General Notes

A1.1

N

0 10 20 40

Site Plan

SCALE: 1' = 20' - 0"

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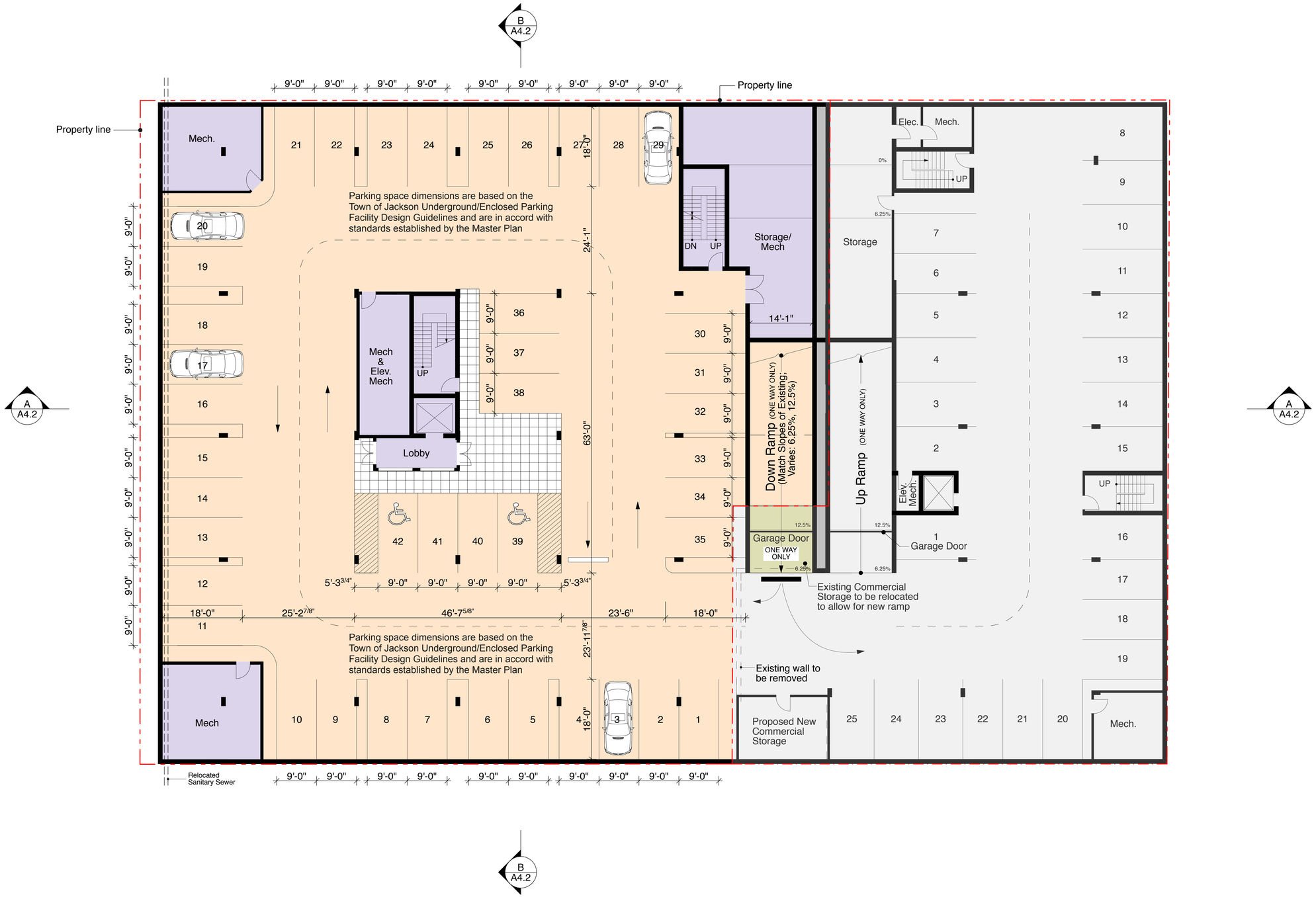
Site Plan

A1.2



N

0 5 10 20

Parking Level Plan

SCALE: 3/32" = 1'-0"

Program

- Circ./Mech./Storage
- Office/Retail
- Affordable/Employee
- Parking
- Existing Structure

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Parking Garage Plan

A2.1

First Level Plan

SCALE: 3/32" = 1'-0"

Program

- Circ./Mech./Storage
- Office/Retail
- Affordable/Employee
- Parking
- Existing Structure

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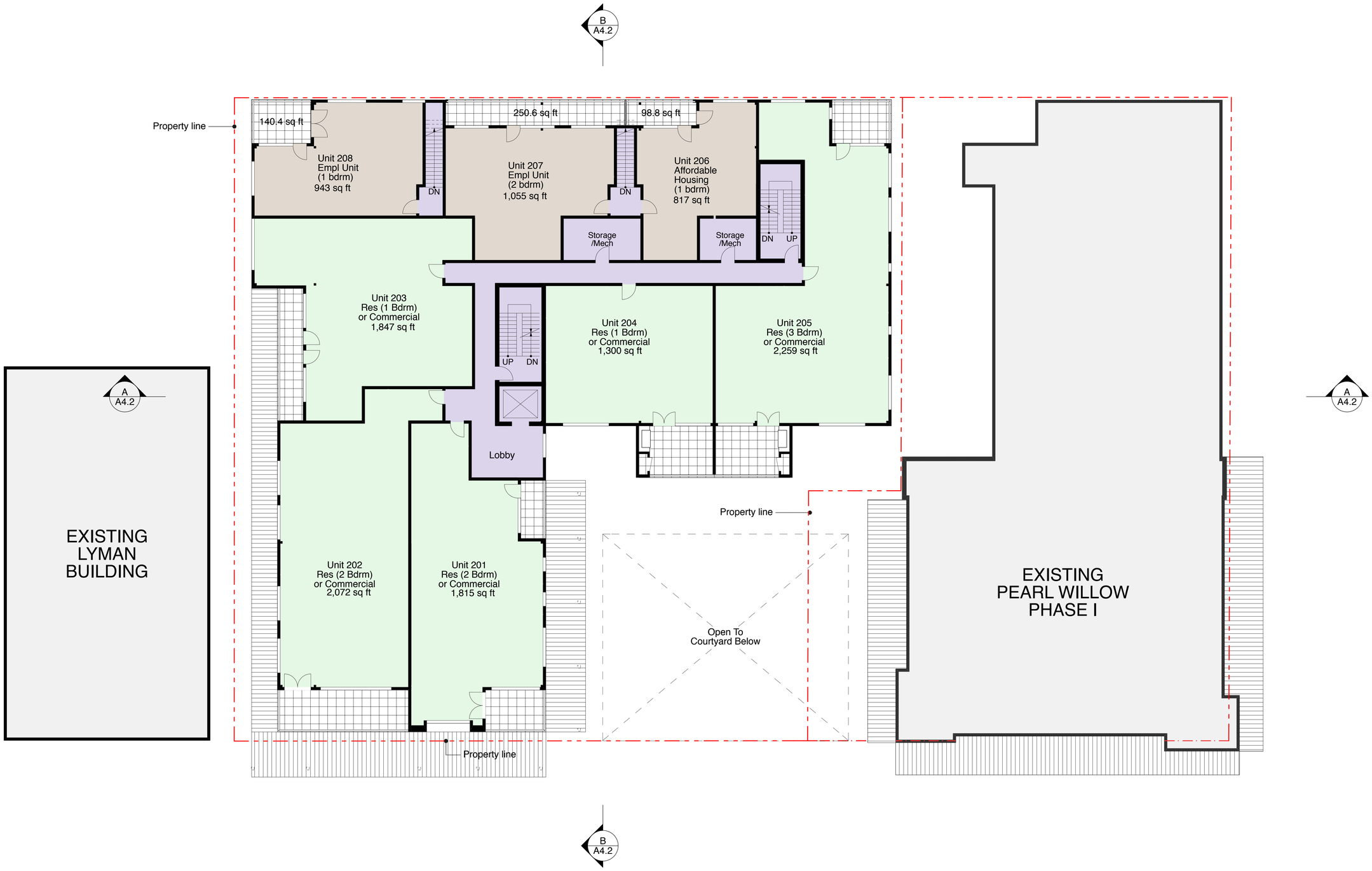
First Level Plan

A2.2



N

0 5 10 20

Second Level Plan

SCALE: 3/32" = 1'-0"

Program

- Circ./Mech./Storage
- Office/Retail
- Affordable/Employee
- Parking
- Existing Structure

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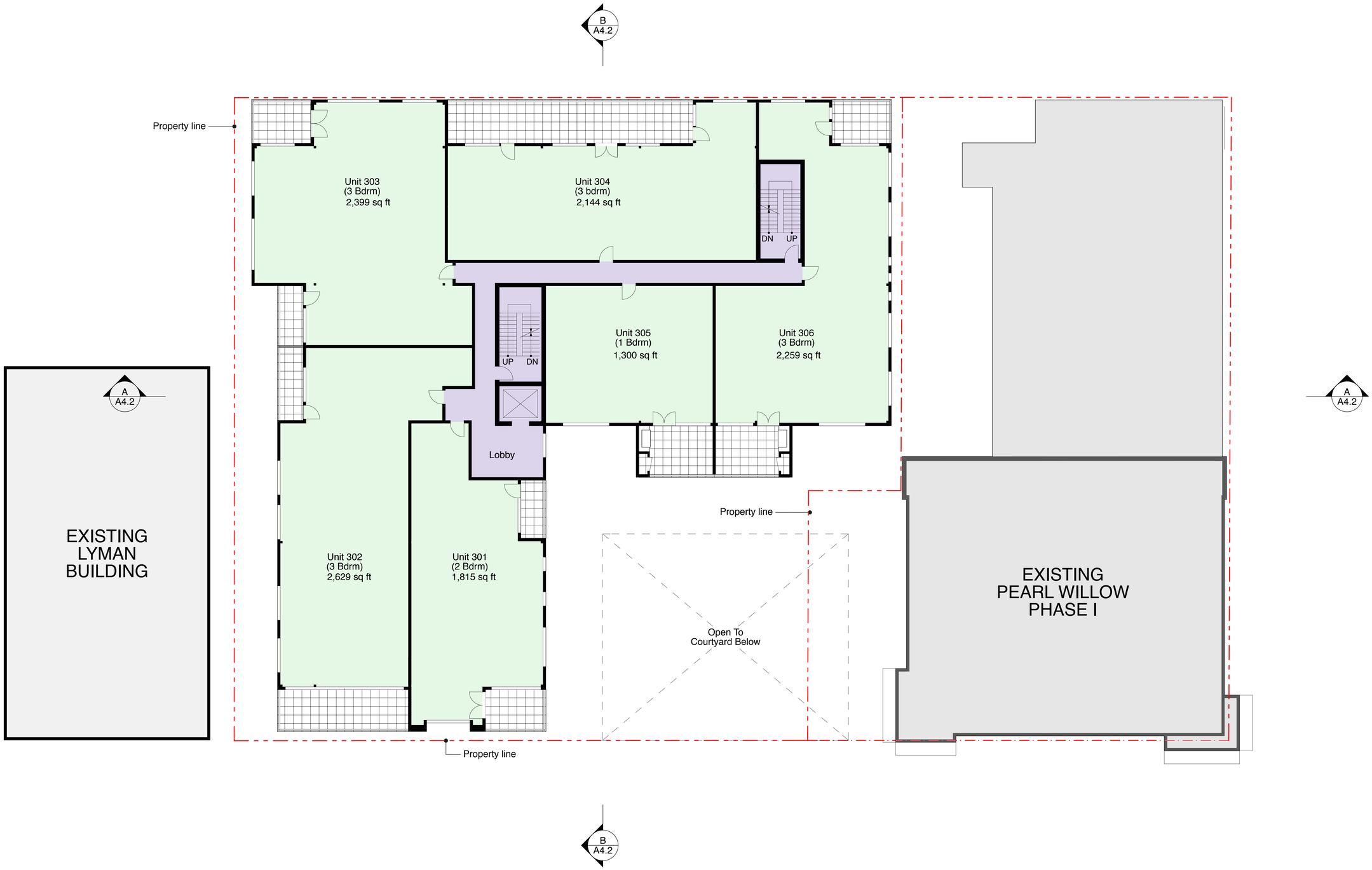
Second Level Plan

A2.3



N

0 5 10 20

Third Level Plan

SCALE: 3/32" = 1'-0"

Program

- Circ./Mech./Storage
- Office/Retail
- Affordable/Employee
- Parking
- Existing Structure

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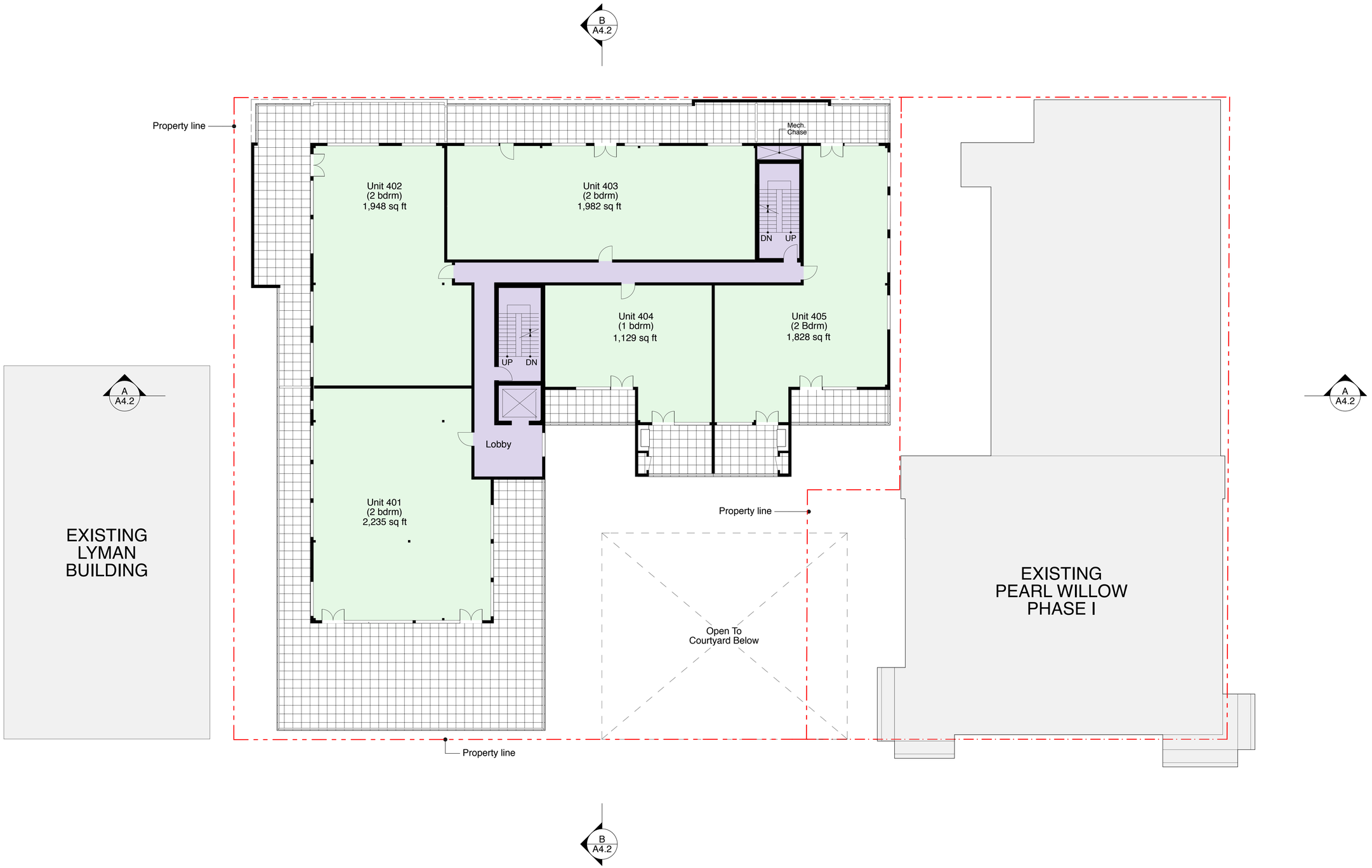
Third Level Plan

A2.4



N

0 5 10 20

Fourth Level Plan

SCALE: 3/32" = 1'-0"

Program

- Circ./Mech./Storage
- Office/Retail
- Affordable/Employee
- Parking
- Existing Structure

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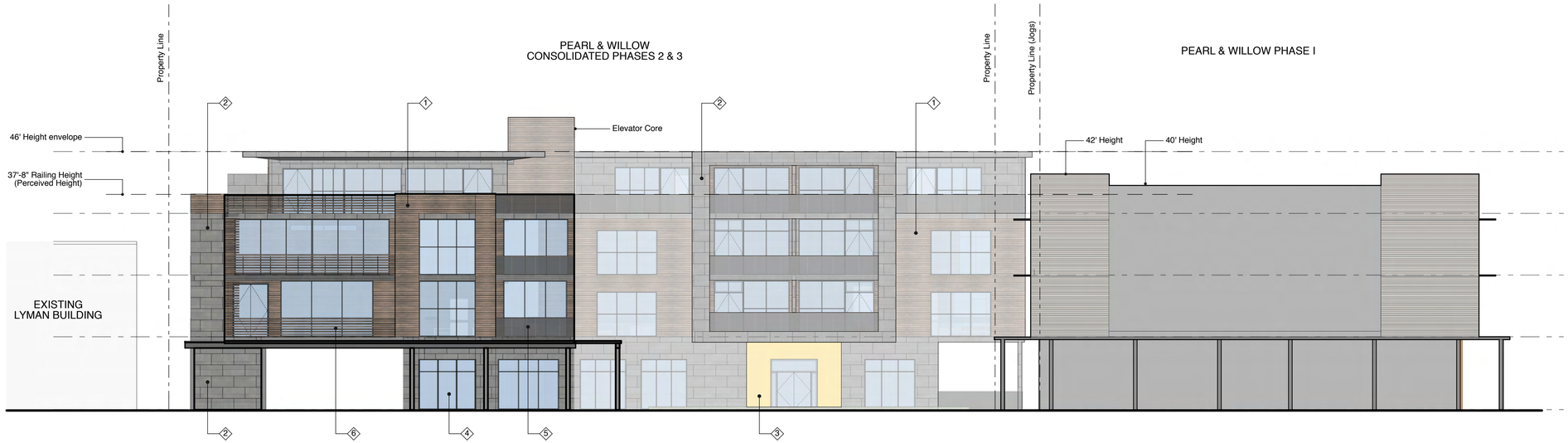
Fourth Level Plan

A2.5



0 5 10 20

Pearl Street/ South Elevation

SCALE: 3/32" = 1'-0"

0 5 10 20

Alley/ North Elevation

SCALE: 3/32" = 1'-0"

KEY NOTES

1. Wood Siding, T&G, Species/Finish TBD
2. Interlocking Metal Panel Siding
3. Metal Panel Siding, Painted
4. Combination Store Front and Aluminum Clad Wood Windows/Doors
5. Custom Glass & Steel Railing
6. Wood Rain Screen Wall/Railing to Match Wood Siding

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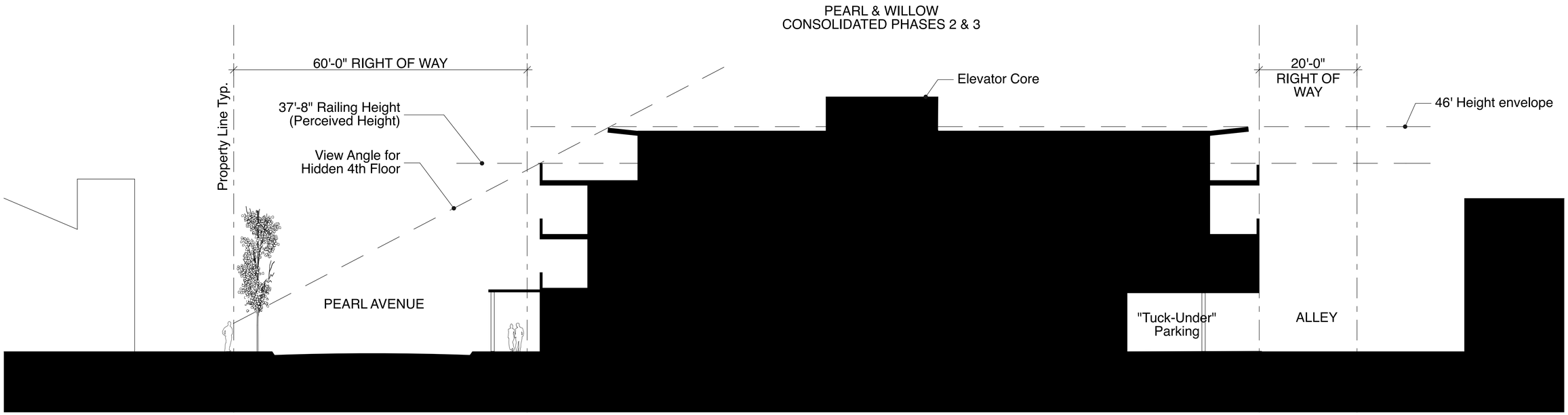
Elevations

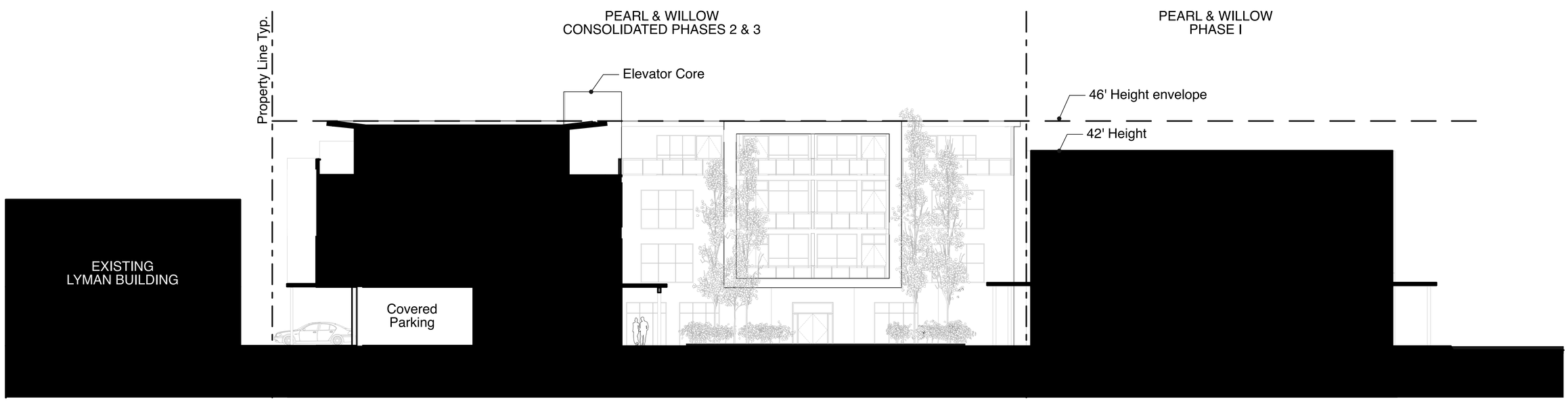
A3.1



0 5 10 20

North/ South Site Section

SCALE: 1" = 10'



0 5 10 20

East/ West Site Section

SCALE: 1" = 10'

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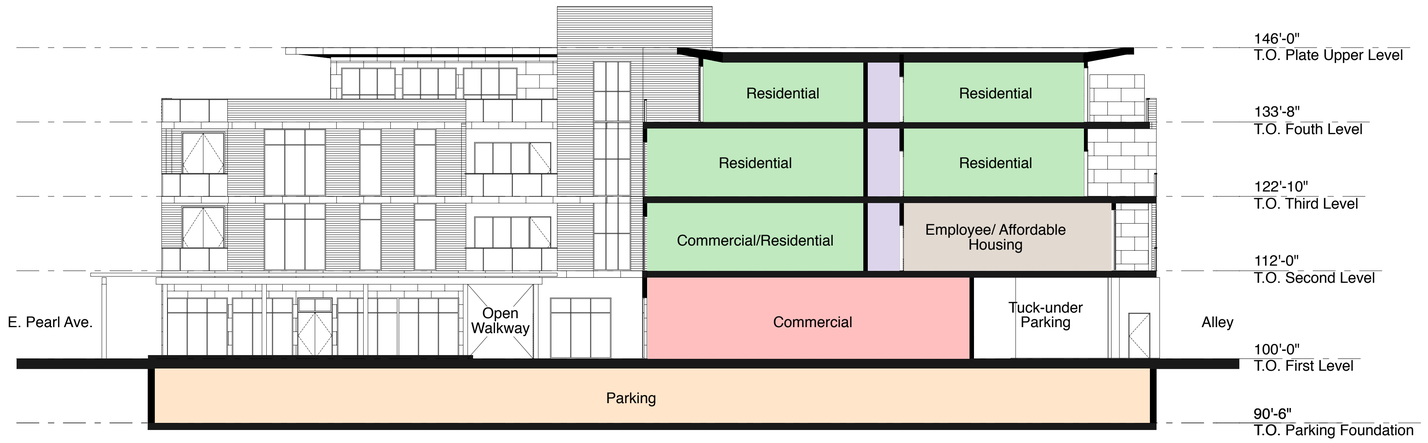
Section Diagram

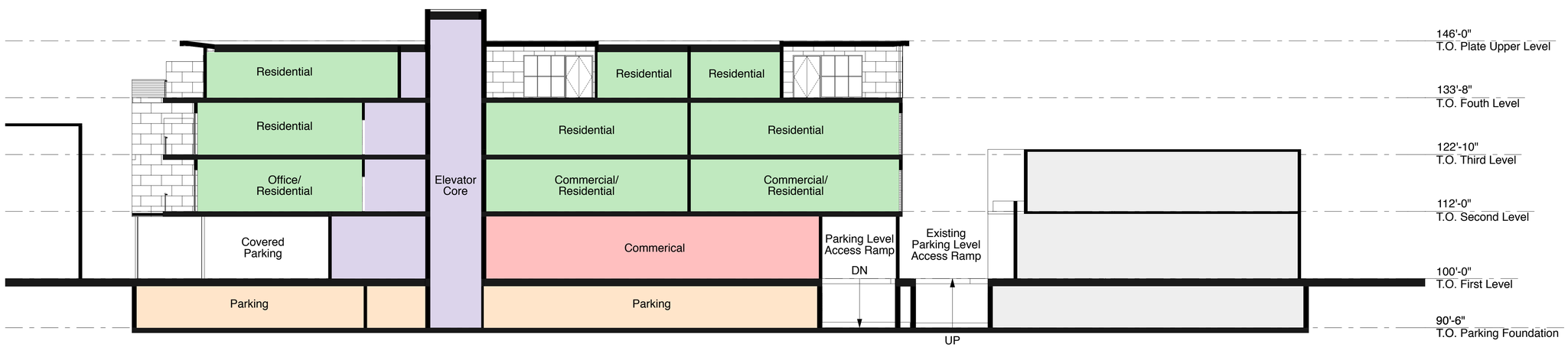
A4.1



0 5 10 20

Section B- North/South

SCALE: 3/32" = 1'-0"



0 5 10 20

Section A- East/West

SCALE: 3/32" = 1'-0"

Program

- Circ./Mech./Storage
- Office/Retail
- Affordable/Employee
- Parking
- Existing Structure

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Building Sections

A4.2

Pearl Street/ South Elevation

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3D View 1

5.1

Pearl Street/ South Elevation

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3D View 2

5.2

Alley View Looking South East

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3D View 3

5.3