



# TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

## TRANSMITTAL MEMO

**Town of Jackson**

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

**Joint Town/County**

- Parks and Recreation
- Pathways
- Housing Department

**Teton County**

- Planning Division

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

**State of Wyoming**

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

**Federal Agencies**

- Army Corp of Engineers

**Utility Providers**

- Qwest
- Lower Valley Energy
- Bresnan Communications

**Special Districts**

- START
- Jackson Hole Fire/EMS
- Irrigation Company

<p>Date: November 16, 2018</p> <hr/> <p>Item #: P18-325</p> <hr/> <p>Planner: Tyler Valentine</p> <p>Phone: 733-0440 ext. 1305</p> <p>Fax: 734-3563</p> <p>Email: tvalentine@jacksonwy.gov</p> <hr/> <p><b>Owner:</b> Pine Canyon LLC PO Box 4741 Jackson, WY 83001</p> <p><b>Applicant:</b> Sagebrush Architectural Services Carolyn Burke PO Box 624 Jackson, WY 83001</p>	<p style="text-align: center;"><b>REQUESTS:</b></p> <p>The applicant is submitting a request for an Amendment to the Development Plan for the Pine Glades PUD located at Pine Glades Drive, PIN 22-41-16-33-4-38-008.</p> <p>For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.</p>
<p><b>Please respond by: November 30, 2018 (Sufficiency)</b> <b>December 7, 2018 (with Comments)</b></p>	

**RESPONSE:** For Departments not using Trak-it, please send responses via email to: [tstolte@jacksonwy.gov](mailto:tstolte@jacksonwy.gov)



**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](http://www.townofjackson.com)

**For Office Use Only**

Fees Paid \_\_\_\_\_  
 Check # \_\_\_\_\_ Credit Card \_\_\_\_\_ Cash \_\_\_\_\_  
 Application #s \_\_\_\_\_

**PROJECT.**  
 Name/Description: Pine Canyon LLC  
 Physical Address: Jessica Lane  
 Lot, Subdivision: Lots A-E Phase 2, Lots 13/14 # Phase 1 PIDN: \_\_\_\_\_

**OWNER.**  
 Name: Pine Canyon LLC Phone: \_\_\_\_\_  
 Mailing Address: P.O. Box 4741 ZIP: 83001  
 E-mail: \_\_\_\_\_

**APPLICANT/AGENT.**  
 Name: Carolyn Colman Bunka Phone: 413-0056  
 Mailing Address: P.O. Box 624 ZIP: 83001  
 E-mail: Sagebrnarch@gmail.com

**DESIGNATED PRIMARY CONTACT.**  
 \_\_\_\_\_ Owner      \_\_\_\_\_ Applicant/Agent

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

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

**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 #: P18-250 Environmental Analysis #: \_\_\_\_\_  
Original Permit #: 00-36.5(04) Date of Neighborhood Meeting: \_\_\_\_\_

**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?

- 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.
- 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.
- 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.

Carolyn C Burk  
Signature of Owner or Authorized Applicant/Agent  
Carolyn C Burk  
Name Printed

11/14/18  
Date  
Owners Rep  
Title

Sagebrush Architectural Services  
P.O. Box 624, 3083 Rangeview Drive  
Jackson, Wyoming 83001  
307-413-0056  
[sagebrusharch@gmail.com](mailto:sagebrusharch@gmail.com)

November 12, 2018

Mr. Tyler Sinclair  
Jackson/Teton County Planning Director  
P.O. Box 1687  
Jackson, WY 83001                      Hand Delivered

Re: Pine Glades PUD  
Development Agreement

Dear Tyler,

Please find attached the Development Agreement for phase two of the Pine Glades PUD which includes a list of infrastructure improvements to be bonded. Included in this list of improvements are a series of Heatizon items related to a heating element in the future Jessica Lane road. These items total about \$123,609 in the attached document titled *Improvements Jessica Lane Jackson Wyoming 83001*.

In addition to requesting approval of this Agreement, we respectfully request the road heating items be removed from the bonded items and the developer be relieved of any expectations that Jessica Lane will be heated. In our review of the Pine Glades file, we have found no stated requirement that the Pine Glades developer must install the heating element in Jessica Lane, or in the existing Pine Glades Drive. We believe that both road heating elements were proposed by the Pine Glades developer but not required of him.

We request the removal of the road heating elements for the following reasons.

1. Existing heating element in Pine Glades Drive failed two years ago when owned by a different developer and HOA did not want it repaired due to cost.
2. Electric bill was \$150,000 per winter and HOA has a plowing and sanding contract for \$33,800.
3. Plowing and sanding has worked fine for the past two winters. Neighbors west of Pine Glades get along fine with Town plowing and sanding their neighborhood street which is at the same elevation, grade and same sun exposure as Pine Glades.
4. The approval to not replace the existing heating element and to not require a second heating element on Jessica Lane will result in about \$123,609 being removed from the bonding amount in the phase 2 development agreement.

Sagebrush Architectural Services  
P.O. Box 624, 3083 Rangeview Drive  
Jackson, Wyoming 83001  
307-413-0056  
[sagebrusharch@gmail.com](mailto:sagebrusharch@gmail.com)

5. Removing the requirement for the in-road heating element and relying on plowing and sanding is consistent with Town of Jackson's energy conservation objectives.

Please call with any questions or additional information you may need.

Sincerely,

Carolyn Coleman Burke

Cc: John Tozzi  
Bill Collins, Collins Planning Associates  
Dave Meyers, Meyers Odett Construction

Encl: Letter of Authorization  
Development Agreement  
Improvements Jessica Lane

**Pine Canyon, LLC.**

**Improvements Jessica Lane Jackson Wyoming 83001**

		Period:			Application Date:		
Item No.	Description of Work	Scheduled Value	Work Completed		Total Completed and Stored to Date (D+E)	% (G/C)	Balance to Finish (C-G)
			From Previous Application (D+E)	This Period			
	Asphalt: 3" Asphalt Paving for parking and driveways on Jessica Lane does not include Drive Isle.	\$92,538.00	\$0.00		\$0.00	0.00%	\$92,538.00
	Civic Utilities: Trenching water and sewer lines to each unit, pipe, valve box, bedding material, bedding pipe, backfill and compaction. (No meters).	\$103,380.00	\$0.00		\$0.00	0.00%	\$103,380.00
	Curb and Gutter: 24" Concrete Curb and Gutter	\$61,171.20	\$0.00		\$0.00	0.00%	\$61,171.20
	Electrical: Lights, boxes, wiring and other materials and Labor on 40 Posts.	\$29,400.00	\$0.00		\$0.00	0.00%	\$29,400.00
	Excavation: Backfill for concrete retaining wall, Backfill for boulder retaining wall, Excavation for parking areas and Grading for sidewalks/curbs and blue board for trenching.	\$121,200.00	\$0.00		\$0.00	0.00%	\$121,200.00
	Excavation: Blue board to insulate sewer and water lines.	\$23,730.00	\$0.00		\$0.00	0.00%	\$23,730.00
	Fire Department Turnout Lane	\$45,060.00	\$0.00		\$0.00	0.00%	\$45,060.00
	Fire Protection Water Service: Water line to each building, pipe, valves, parts, labor, bed pipe, fit pipe, backfill, bedding material, and concrete.	\$55,380.00	\$0.00		\$0.00	0.00%	\$55,380.00
	Gas Lines: Trenching gas lines to each building pad with lines and manifolds, bedding lines, backfill and compaction.	\$30,840.00	\$0.00		\$0.00	0.00%	\$30,840.00
	Guard Railings: 170 5" x 11' Logs includes Shipping and Sales Tax and labor to notch for steel cables.	\$8,643.60	\$0.00		\$0.00	0.00%	\$8,643.60
	Guard Railings: Mason to apply stone and caps for 84 Posts (Owner to supply most of the stone we are 12 pallets short of what is needed to complete the posts. ).	\$69,480.00	\$0.00		\$0.00	0.00%	\$69,480.00
	Guard Railings: Steel, Cables, Misc Parts and Labor	\$142,164.00	\$0.00		\$0.00	0.00%	\$142,164.00
	Guard Railings: Stone Caps includes shipping and sales tax.	\$11,520.00	\$0.00		\$0.00	0.00%	\$11,520.00
	Heatizon In Road Heat: Additional Labor needed by Rob Scoggins.	\$9,600.00	\$0.00		\$0.00	0.00%	\$9,600.00
	Heatizon In Road Heat: Building to house new transformers.	\$12,000.00	\$0.00		\$0.00	0.00%	\$12,000.00
	Heatizon In Road Heat: Curb/Sidewalk - Rough In Kit, Cable Element Kit, Control Box, Transformer and Jumper Kit.	\$19,152.00	\$0.00		\$0.00	0.00%	\$19,152.00
	Heatizon In Road Heat: Electrical - Connecting all electrical, includes parts, materials and labor.	\$24,000.00	\$0.00		\$0.00	0.00%	\$24,000.00
	Heatizon In Road Heat: Road - Rough In Kit, Cable Element Kit, Control Box, Transformers, Sector Box, Ground Moisture/Temp Sensors and freight.	\$49,317.60	\$0.00		\$0.00	0.00%	\$49,317.60
	Heatizon In Road Heat: Rob Scoggin's time 8 days at \$350 per day	\$3,360.00	\$0.00		\$0.00	0.00%	\$3,360.00
	Heatizon In Road Heat: Travel to Jackson and Lodging for Rob Scoggins.	\$6,180.00	\$0.00		\$0.00	0.00%	\$6,180.00
	Hydrants: Hydrants, pipe, valves, parts, labor, bed pipe, fit pipe, install thrust blocks, backfill, bedding material and concrete.	\$39,648.00	\$0.00		\$0.00	0.00%	\$39,648.00

	<b>Mobilization</b>	\$12,000.00	\$0.00		\$0.00	0.00%	\$12,000.00
	<b>Paint and Stain: Labor and materials to sand and stain 170 log rails.</b>	\$7,800.00	\$0.00		\$0.00	0.00%	\$7,800.00
	<b>Phone and Cable:Trenching, cable, conduit, pedestals, conduit installation, bedding, backfill and compaction.</b>	\$35,040.00	\$0.00		\$0.00	0.00%	\$35,040.00
	<b>Port A John - 12 months</b>	\$3,000.00	\$0.00		\$0.00	0.00%	\$3,000.00
	<b>Power Lines and Meters: Trenching power lines to each unit, power lines, conduit, meters, conduit installation, bedding, backfill and compaction.</b>	\$58,440.00	\$0.00		\$0.00	0.00%	\$58,440.00
	<b>Retaining Walls</b>	\$386,940.00	\$0.00		\$0.00	0.00%	\$386,940.00
	<b>Retaining Walls: Engineering by Y2 Consultants to design 3 retaining walls.</b>	\$9,000.00	\$0.00		\$0.00	0.00%	\$9,000.00
	<b>Road Base and Prep: Road base, grading and compaction. This is a estimate only. Grading study and planning will need to be completed before a final number can be derived. ***Estimated subject to site analysis. Includes Pathways Trail below wall.</b>	\$384,000.00	\$0.00		\$0.00	0.00%	\$384,000.00
	<b>Sidewalks: 4400 sqft of 4-6" sidewalks,</b>	\$41,280.00	\$0.00		\$0.00	0.00%	\$41,280.00
	<b>Site Survey &amp; Staking - Estimated allowance.</b>	\$36,000.00	\$0.00		\$0.00	0.00%	\$36,000.00
	<b>Storm Water Drains: Concrete storm water drains, drain grates, L pipe invert out, trench drain inlet, trenching and drain set.</b>	\$18,042.00	\$0.00		\$0.00	0.00%	\$18,042.00
	<b>Trash Dumpster</b>	\$6,000.00	\$0.00		\$0.00	0.00%	\$6,000.00
	<b>Utility Tunnel and Access Stairway: Steel stairway to access utility tunnel.</b>	\$15,444.00	\$0.00		\$0.00	0.00%	\$15,444.00
	<b>Total</b>	\$1,970,750.40	\$0.00	\$0.00	\$0.00	0.00%	\$1,970,750.40

## DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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



1. DEVELOPER TO COMPLY

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

2. DEVELOPMENT PLAN REQUIREMENTS INCORPORATED

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

3. APPROVED DEVELOPMENT AND SUBDIVISION INFRASTRUCTURE PLANS AND SPECIFICATIONS

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

4. CONSTRUCTION STANDARDS

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

5. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY

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

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

6. PUBLIC TRAIL

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

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

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

8. EXACTIONS

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

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

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

#### 9. TIME OF COMPLETION

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

#### 10. WARRANTY

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

#### 11. LIABILITY

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

#### 12. PERFORMANCE TESTING AND INSPECTION

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

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

### 13. RELEASE OF SECURITY

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

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

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

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

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

#### 14. DEVELOPMENT COORDINATION

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

#### 15. ACCEPTANCE

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

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

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

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

Record Plans Certificate

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

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

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

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

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

## 16. NOTICES

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

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

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

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

## 17. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS

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

## 18. TITLE AND AUTHORITY

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

## 19. SEVERABILITY

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



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

20. NO THIRD-PARTY BENEFICIARY

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

21. HEADINGS

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

22. RECORDING

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

23. GOVERNING LAW AND FORUM

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

24. COUNTERPARTS

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

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

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

TOWN OF JACKSON  
a municipal corporation  
of the State of Wyoming

APPROVED AS TO FORM:

\_\_\_\_\_  
Pete Muldoon, Mayor

\_\_\_\_\_  
Audrey Cohen-Davis Town Attorney

ATTEST

APPROVED AS TO CONTENTS:

\_\_\_\_\_  
Sandra P. Birdyshaw, Town Clerk

\_\_\_\_\_  
Brian Lenz, Town Engineer

\_\_\_\_\_  
Tyler Sinclair, Planning Director

STATE OF WYOMING    )  
                                  )ss.  
COUNTY OF TETON    )

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

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:



