Joint Information Meeting

TOWN COUNCIL & COUNTY COMMISSIONER MEETING

April 12, 2021
3:00 PM
Virtual Special JIM from Town Council Chambers
Chair: Vice Mayor Arne Jorgensen

I. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your browser: https://us02web.zoom.us/j/87166570174?pwd=MlZhVkFBamJOZlZrWnloZnhpOG14QT09
If the link does not work, join at zoom.com with Webinar ID **871 6657 0174** Password: **83001**
or join by phone **16699009128** with Webinar ID **871 6657 0174** and Passcode **83001**

II. CALL TO ORDER, ROLL CALL, AND ANNOUNCEMENTS

III. PUBLIC COMMENT

This section is reserved for comments on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Electeds will not hold discussion or debate these comments. Nor will they make any decisions presented during this time, but rather refer to staff for follow-up. If you would like to communicate with the Electeds during the meeting, please address them during this open public comment, when public comment is called for on a specific agenda item or send an email to council@jacksonwy.gov and commisioners@tetoncountywy.gov.

IV. CONSENT CALENDAR

A. Meeting Minutes
   1. March 1, 2021 JIM

V. DISCUSSION/ACTION ITEMS

A. Jackson Hole Airport - Acceptance of FAA Grant, General Update, and Planned Closure of Airport Operations (Sandy Birdyshaw, Jim Elwood, 60 mins)

B. Consideration of Center for the Arts Mortgage Reassignment (Larry Pardee/Alyssa Watkins, 20 mins)

C. Northern South Park Update (Chris Neubecker/Tyler Sinclair, 20 mins)

VI. PROPOSED ITEMS FOR FUTURE JOINT INFORMATION MEETINGS

4/28 special JIM – budget jt depts
4/29 special JIM – budget human services
5/3 Begins at 2pm Budget Review: ECW, TTB, Airport
5/3 Annual Housing Supply Plan and Work Plan (April Norton, 60 mins)
5/3 Comp Plan Indicator Report and Work Plan (Tyler Sinclair, 60 mins)
6/7 item

VII. ADJOURN

Please note that at any point during the meeting, the Chairman or Mayor may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

JOINT INFORMATION PROCEEDINGS - UNAPPROVED
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING

MARCH 1, 2021 **JACKSON, WYOMING**

The Jackson Town Council and the Teton County Board of County Commissioners met in a joint information meeting (JIM) in the Town Council Chambers located at 150 East Pearl Avenue in Jackson. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present at 3:00 p.m.:

TOWN COUNCIL: *In-person*: none. *via Zoom*: Mayor Hailey Morton Levinson, Vice-Mayor Arne Jorgensen, Jessica Sell Chambers, Jim Rooks, and Jonathan Schechter.

COUNTY COMMISSIONERS: *In-person* none. *via Zoom:* Chair Natalia Macker, Vice-Chair Luther Propst, Greg Epstein, and Mark Barron. Mark Newcomb arrived just after roll call at 3:02 p.m.

STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Paul Anthony, Floren Poliseo, Alyssa Watkins, Keith Gingery, April Norton, Steve Ashworth, Kristi Malone, and Sandy Birdyshaw.

Public Comment. Diane McGee made comment on public covered tennis courts.

Consent Calendar. On behalf of the Town, a motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve the consent calendar item A as presented with the following motion. On behalf of the County, a motion was made by Mark Barron and seconded by Greg Epstein to approve the consent calendar item A as presented with the following motion. No public comment was given on the Consent Calendar.

A. **Meeting Minutes.** To approve Joint Information Meeting minutes for the February 1, 2021 regular JIM, February 9, 2021 special JIM, and the February 22, 2021 special JIM/Retreat as presented.

The vote showed 5-0 in favor and the motion carried for the Town. The vote showed 5-0 in favor and the motion carried for the County.

Request for Qualifications (RFQ) for Housing Nexus Study & Regional Housing Needs Assessment. April Norton presented this item.

Staff fielded questions from the Council and Commission on the RFQ related to current zoning and how many units might be built based on that zoning, nonresidential employee generation, and including Bondurant and all surrounding smaller communities.

On behalf of the Town, a motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to release the Request for Qualifications for an Employee Generation by Land Use Study and Regional Housing Needs Assessment, as discussed and revised today. The vote showed 5-0 in favor and the motion carried for the Town.

On behalf of the County, a motion was made by Greg Epstein and seconded by Mark Newcomb to direct staff to release the Request for Qualifications for an Employee Generation by Land Use Study and Regional Housing Needs Assessment, as discussed and revised today. The vote showed 5-0 in favor and the motion carried for the County.

Matters from Council, Commissioners, and Staff.
Luther Propst requested a discussion on the Northern South Park Neighborhood Plan and contract with Opticos be added to the April 12 JIM. Discussion was held on this request.

Adjourn. On behalf of the Town, a motion was made by Jessica Chambers and seconded by Arne Jorgensen to adjourn. The vote showed 5-0 in favor and the motion carried for the Town. On behalf of the County, a motion was made by Greg Epstein and seconded by Mark Barron to adjourn. The vote showed 5-0 in favor and the motion carried for the County. The meeting adjourned at 3:28 p.m. minutes:spb

TOWN OF JACKSON

____

ATTEST: Hailey Morton Levinson, Mayor

____
Sandra P. Birdyshaw, Town Clerk

Publish JH News & Guide: March 10, 2021

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

TETON COUNTY WYOMING
BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

SUBMITTING DEPARTMENT: Administration **PRESENTER**: Sandy Birdyshaw (Consent)

MEETING DATE: April 12, 2021

SUBJECT: **A Joint Resolution Authorizing the Jackson Hole Airport Board to accept a Grant**

STATEMENT/PURPOSE

The purpose of this item is for the Council and Commission to consider a joint resolution authorizing the Jackson Hole Airport Board to accept grant funding from the FAA under an Airports Coronavirus Response Grant Program (ACRGP).

BACKGROUND/ALTERNATIVES

The Board applied for, and has been awarded, federal assistance funding in the amount of $3,239,894. This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or “the Act”), Division M of Public Law 116-260, to provide funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula.

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport’s operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Jackson Hole Airport incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor’s payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern “airport revenue.” New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

The Board plans to allocate these funds to airport operating expenses and debt service payments.

The Teton County Board of County Commissioners, Town Council, and Jackson Hole Airport Board must each accept and approve grants and amendments thereto for improvements at the Jackson Hole Airport. The FAA requires a resolution by each as the acceptance and approval method.

COMPREHENSIVE PLAN ALIGNMENT

This item is directly aligned with Quality Community Service Provision, specifically that the Town:

- Maintain current, coordinate service delivery (Principle 8.1)
- Coordinate the provision of infrastructure and facilities needed for service delivery (Principle 8.2)

STAKEHOLDER ANALYSIS

The stakeholders include all residents and guests to the community that utilize the Jackson Hole Airport, Jackson Hole Airport Board, Teton County, and the Town of Jackson.

FISCAL IMPACT

This amendment would have no fiscal impact on the County or Town's budget overall.
This amendment would reduce the Airport Board's obligation by $3,239,894.

STAFF IMPACT

The impact on staff for preparing this item has been minimal, amounting to a couple hours of staff time in the Legal and Administration Departments.

LEGAL REVIEW

Colasuonno and Gingery

ATTACHMENTS

Joint Resolution
FAA ACRGP Grant Agreement No. 3-56-0014-065-2021

RECOMMENDATION

Staff recommends approval of the Joint Resolution.

SUGGESTED MOTION

I move to adopt the Joint Resolution authorizing the Jackson Hole Airport Board to accept FAA CRGP Grant Agreement No. 3-56-0014-065-2021 to be used according to the Coronavirus Response and Relief Supplemental Appropriations Act.

Town #21-09
County #21-013

JOINT RESOLUTION

AUTHORIZING THE JACKSON HOLE AIRPORT BOARD TO ACCEPT FEDERAL ASSISTANCE FUNDS UNDER THE AIRPORTS CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) GRANT NO. 3-56-0014-065-2021

WHEREAS, Teton County and the Town of Jackson formed the Jackson Hole Airport Board on January 17, 1968 pursuant to Wyoming Statute §10-5-202 and 16-1-105; and

WHEREAS, as such the Jackson Hole Airport Board ("Board") is eligible to receive assistance from the Federal Aviation Administration under an Airports Coronavirus Response Grant Program (ACRGP); and

WHEREAS, the Board applied for ACRGP funding assistance on February 15, 2021, and has received notification from the FAA Denver Airports District Office that the amount of three million, two hundred thirty-nine thousand, eight hundred ninety-four dollars ($3,239,894) was approved; and

WHEREAS, the FAA requires a resolution of authorization from the Town of Jackson and Teton County in order for the Airport to receive such a grant; and

WHEREAS, the Town of Jackson Town Council and Teton County Board of County Commissioners desire, as co-sponsor, to approve and accept the funding, and to authorize the appropriate officers of the Town of Jackson and Teton County Board of County Commissioners to execute the associated grant agreement upon appropriate review by the Town and County Attorney offices.

NOW, THEREFORE, it is resolved by the Town Council of the Town of Jackson, Wyoming and Board of County Commissioners of Teton County Wyoming, that it hereby provides authorization for the Board to accept ACRGP funding in the amount of three million, two hundred thirty-nine thousand, eight hundred ninety-four dollars ($3,239,894), for the purposes for which these funds may lawfully be used as stated in the Grant Agreement in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA).

PASSED and APPROVED this 12th day of April 2021.

TOWN OF JACKSON
JACKSON, WYOMING

____
Hailey Morton Levinson, Mayor

ATTEST:

____
Sandra P. Birdyshaw, Town Clerk

BOARD OF COUNTY COMMISSIONERS
TETON COUNTY, WY

____
Natalia D. Macker, Chair

ATTEST:

____
Maureen E. Murphy, Teton County Clerk

U.S. Department
of Transportation
Federal Aviation Administration

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

March 12, 2021

Mr. John Eastman, President
Jackson Hole Airport Board
1250 East Airport Road
Jackson, WY 83001

The Honorable Hailey Morton Levinson, Mayor
Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

Ms. Natalia Macker, Chairwoman
Teton County Board of Commissioners
200 S. Willow Street
Jackson, WY 83001

Jackson Hole Airport
Jackson, Wyoming
Grant Number: 3-56-0014-065-2021
Extension of Grant Expiration Date

Dear Mr. Eastman, Mayor Morton Levinson, and Commissioner Macker:

Per Condition #8 of the subject grant agreement, we are extending the expiration date from April 9, 2021 to April 16, 2021. The offer will expire if it is not accepted by the revised date.

If you have any questions concerning this matter, please contact me at (303) 342-1257.

Sincerely,

Rebecca Wersal,
Project Manager, DEN-629
Denver ADO

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

FAA DEN ADO
26805 E 68th Ave, Suite 224
Denver, CO 80249

CRRSA Act Transmittal Letter

March 11, 2021

Mr. John Eastman, President
Jackson Hole Airport Board
1250 East Airport Road
Jackson, WY 83001

The Honorable Hailey Morton Levinson, Mayor
Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

Ms. Natalia Macker, Chairwoman
Teton County Board of Commissioners
200 S. Willow Street
Jackson, WY 83001

Dear Mr. Eastman, Mayor Morton Levinson, and Commissioner Macker:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-56-0014-065-2021 for Jackson Hole Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than April 9, 2021 in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the ACRGP Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" will be sent separately via email.** Please complete and return a copy to our office and make a copy for your files.

Rebecca Wersal is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Rebecca Wersal at rebecca.wersal@faa.gov.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

John P Bauer (Mar 11, 2021 19:22 MST)

John P. Bauer
Manager, Denver Airports District Office

U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date March 11, 2021

Airport/Planning Area Jackson Hole Airport

ACRGP Grant Number 3-56-0014-065-2021 [Contract No. DOT-FA21NM-K1007]

Unique Entity Identifier 12-280-0647

TO: Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 15, 2021, for a grant of Federal funds at or associated with the Jackson Hole Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Jackson Hole Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Jackson Hole Airport incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $3,239,894, allocated as follows:

$138,268	Primary	KC2021
$3,101,626	Primary	KQ2021

2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.

   c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before April 9, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant

Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/ . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or

2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –

A. Associated with performance under this ACRGP grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph A of this section:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

   a. Gross mismanagement of a Federal grant;
   b. Gross waste of Federal funds;
   c. An abuse of authority relating to implementation or use of Federal funds;
   d. A substantial and specific danger to public health or safety; or
   e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

   a. A member of Congress or a representative of a committee of Congress;
   b. An Inspector General;
   c. The Government Accountability Office;
   d. A Federal office or employee responsible for oversight of a grant program;
   e. A court or grand jury;
   f. A management office of the grantee or subgrantee; or
   g. A Federal or State regulatory enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
23. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
   a. Will be maintained and used at the airport for which they were purchased; and
   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
   a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
   b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
   c. The utilities must serve a purpose directly related to the Airport.

6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor’s acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 11, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

John P Bauer (Mar 11, 2021 19:22 MST)

(Signature)

John. P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated

JACKSON HOLE AIRPORT BOARD
(Name of Sponsor)

____
(Signature of Sponsor's Designative Official/Representative)

By: ______________________________
(Type Name of Sponsor's Designative Official/Representative)

Title: ______________________________
(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By:

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [2]

Dated

TOWN OF JACKSON, WYOMING
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: _______________________
(Typed Name of Sponsor's Authorized Official)

Title: _______________________
(Title of Sponsor's Authorized Official)

Attested By:

____
(Signature of Sponsor's Attestation)

____
(Typed Name of Sponsor's Attestation)

____
(Title of Sponsor's Attestation)

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Dated at

By:

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and I declare under penalty of perjury that the foregoing is true and correct. [3]

Dated

COUNTY OF TETON, WYOMING
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: _______________________________
(Typed Name of Sponsor's Authorized Official)

Title: _______________________________
(Title of Sponsor's Authorized Official)

Attested By:

____
(Signature of Sponsor's Attestation)

____
(Typed Name of Sponsor's Attestation)

____
(Title of Sponsor's Attestation)

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By: ______________________________

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable

b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.

c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.

d. Hatch Act — 5 U.S.C. 1501, et. seq. [2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.

f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).

g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.

h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 — 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. [2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates. [1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. [1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). [1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). [1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. [1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport**

   It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

      It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant’s governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities

   2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

   B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

   C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

   D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 11, 2021 , and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

JACKSON HOLE AIRPORT UPDATES

FAA GRANT

- AIP 3-56-0014-065-2021
- Airports Coronavirus Response Grant Program (ACRGP)
- $3,239,894

PANDEMIC SUMMARY

PANDEMIC SUMMARY

- Down 42% in enplanements in the last 12 months
- Built a very conservative budget
- Funds are directed towards operations, pandemic response and debt service
- Responding with improvements to our facilities and protocols

RUNWAY 1/19 RECONSTRUCTION

JACKSON HOLE AIRPORT

RUNWAY 1/19 CONSTRUCTION PROJECT OVERVIEW

Closed April 11- Morning of June 28, 2022

78 days, $38.8 million

No local or property tax dollars support these projects

- Runways are replaced every 20-40 years to meet safety standards from the FAA
- Target 90-95% of existing materials to be reused
- Teton Interagency Helitack base will be operational
- Closed to all other airport traffic

RUNWAY 1/19 CONSTRUCTION SCHEDULE UPDATE

Schedule I, Phase 1

- Drainage, Paved RSA, and Material Import
  - June 2021 – October 2021

Schedule I, Phase 2

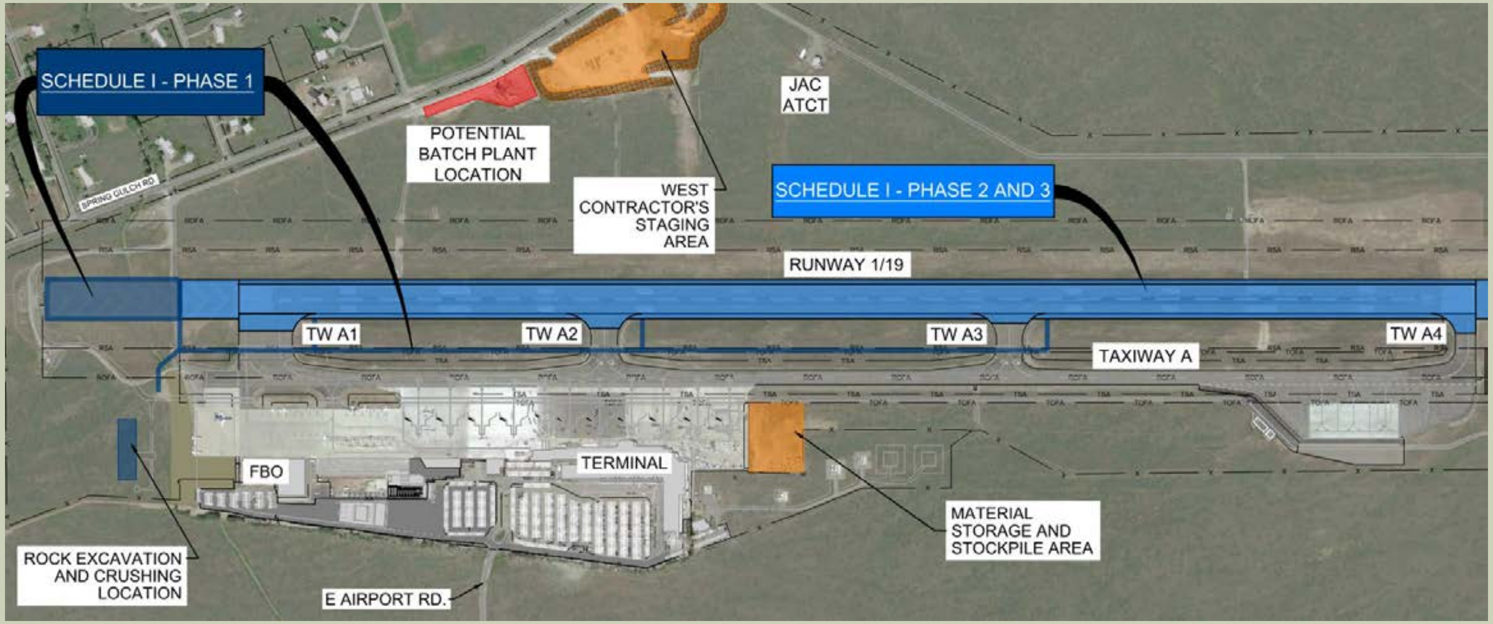
- Runway 1/19 Reconstruct (Runway Closed 24/7)
  - April 11, 2022 – morning of June 28, 2022

Schedule I, Phase 3

- Runway 1/19 Grooving and Striping
  - July 2022 – August 2022

Schedule V

- Runway Weather Information System Upgrade
  - April 11, 2022 – morning of June 28, 2022



Incentives have been built into contracts to ensure deadlines are met

RUNWAY 1/19 CONSTRUCTION ALTERNATE SERVICE

Air service options

- Wyoming Airports
  - Riverton
  - Rock Springs
  - Cody
- Regional Airports
  - Idaho Falls
  - Salt Lake City
- General Aviation Airports
  - Alpine
  - Driggs
- Shuttle services to and from Wyoming and regional airports is still to be determined

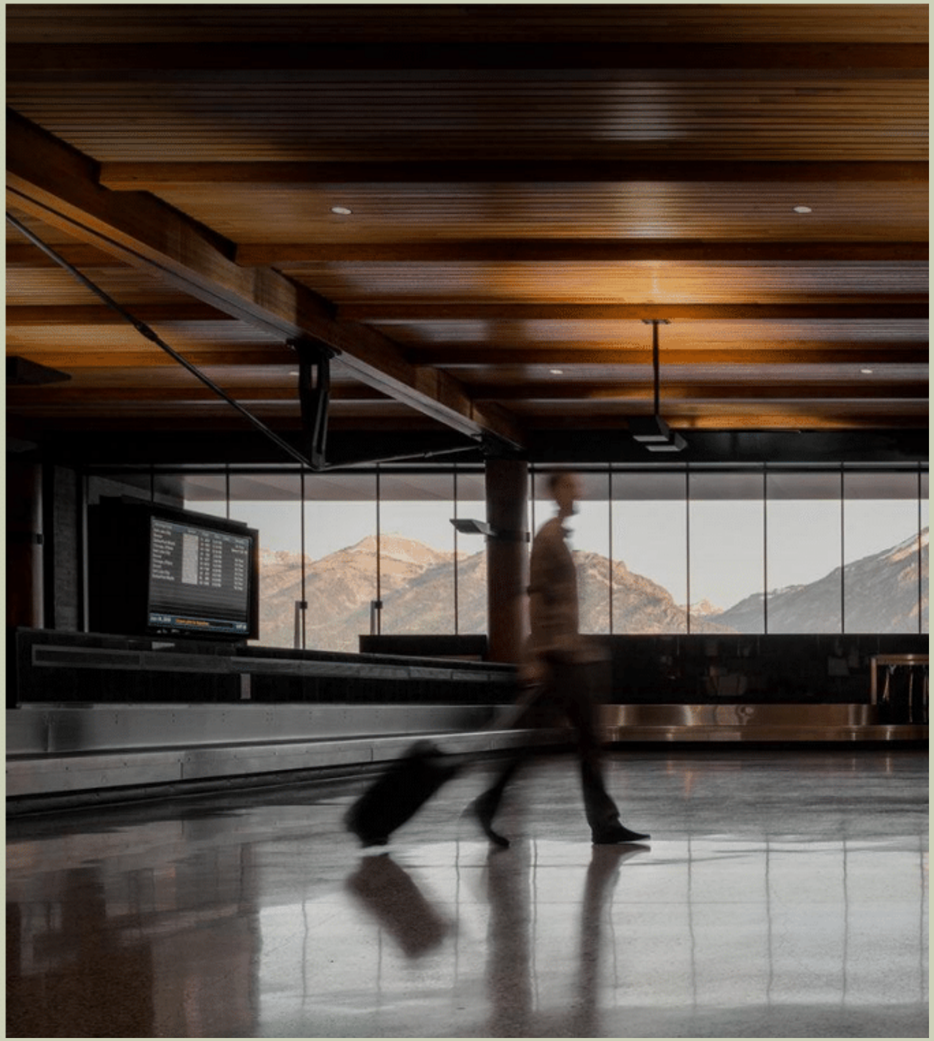
TERMINAL IMPROVEMENT PROJECTS

TERMINAL IMPROVEMENT PROJECTS

Projects in process

- Entrance Vestibule/Backflow
- Ticket Counter Addition
- Baggage Claim Marketplace
- TSA Checkpoint Remodel
- Restaurant and Gate Expansion/Remodel

These improvements are supported by FAA grants, WYDOT grants, Airport revenues and loans. No local or property tax dollars support these projects or the operations at JAC



TICKET COUNTER AREA

May 3-May 28, 2021

- Modification and necessary construction of ticket counter area to include additional ticket counter positions, associated lighting and conveyor belt

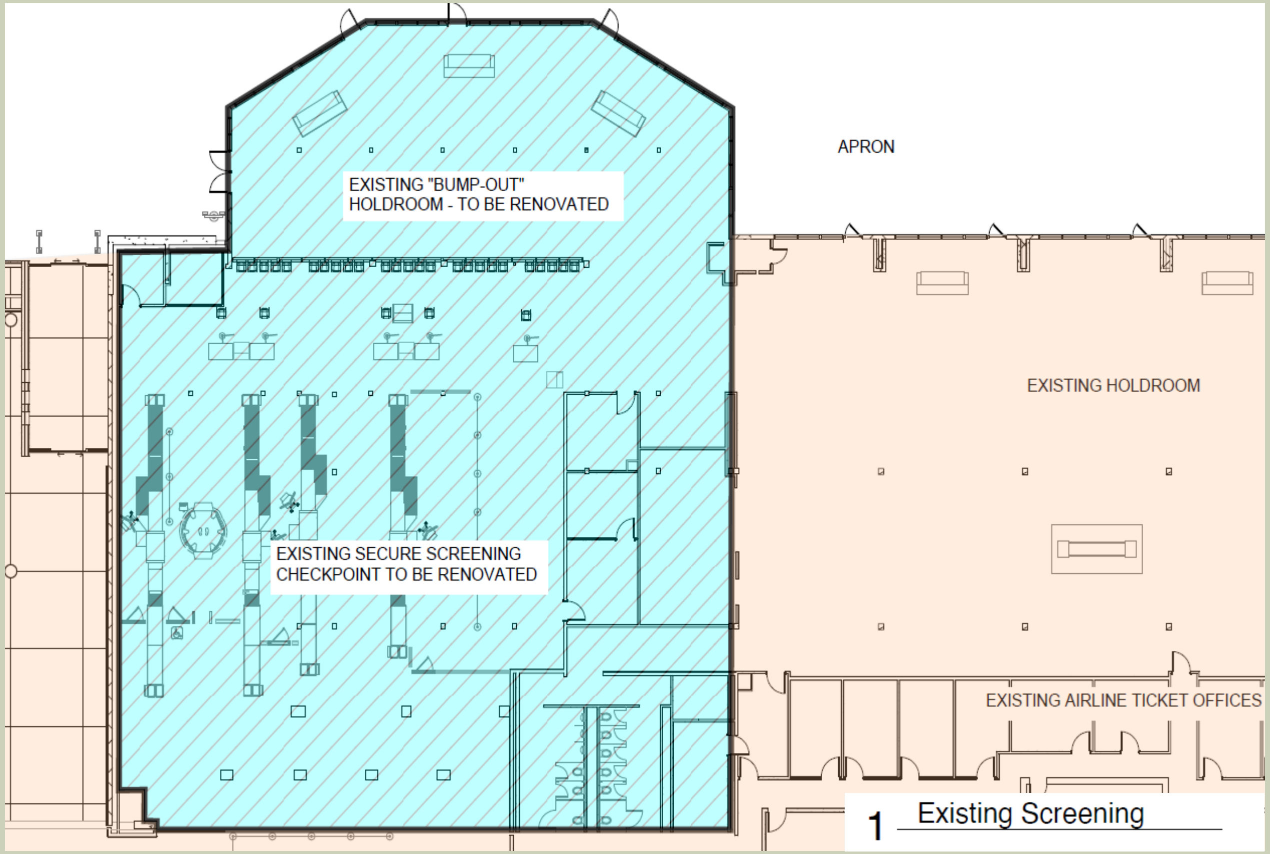
BAGGAGE CLAIM MARKETPLACE

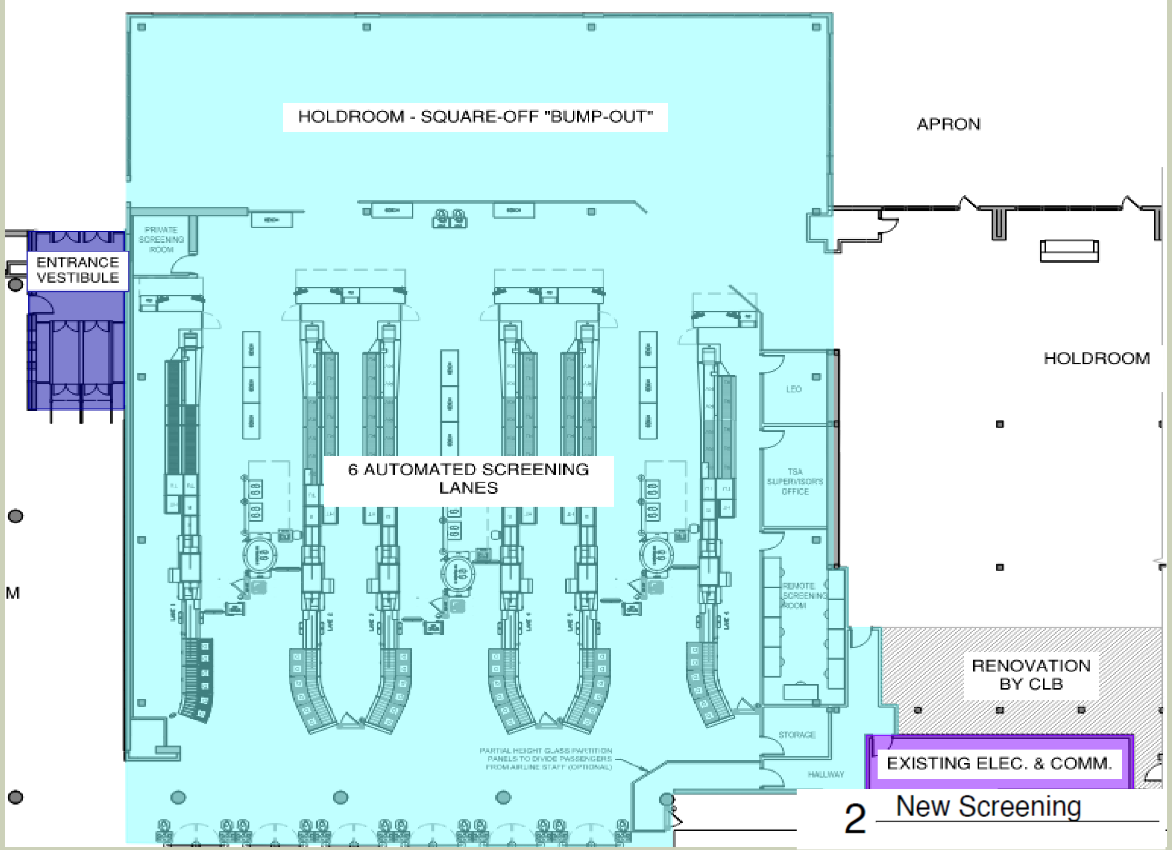
TBD,2021

- Construction and relocation of landside food service to south side of bag claim
- Project includes demolition, concrete, finishes, equipment, mechanical, electrical and seating

TSA CHECKPOINT RENOVATION

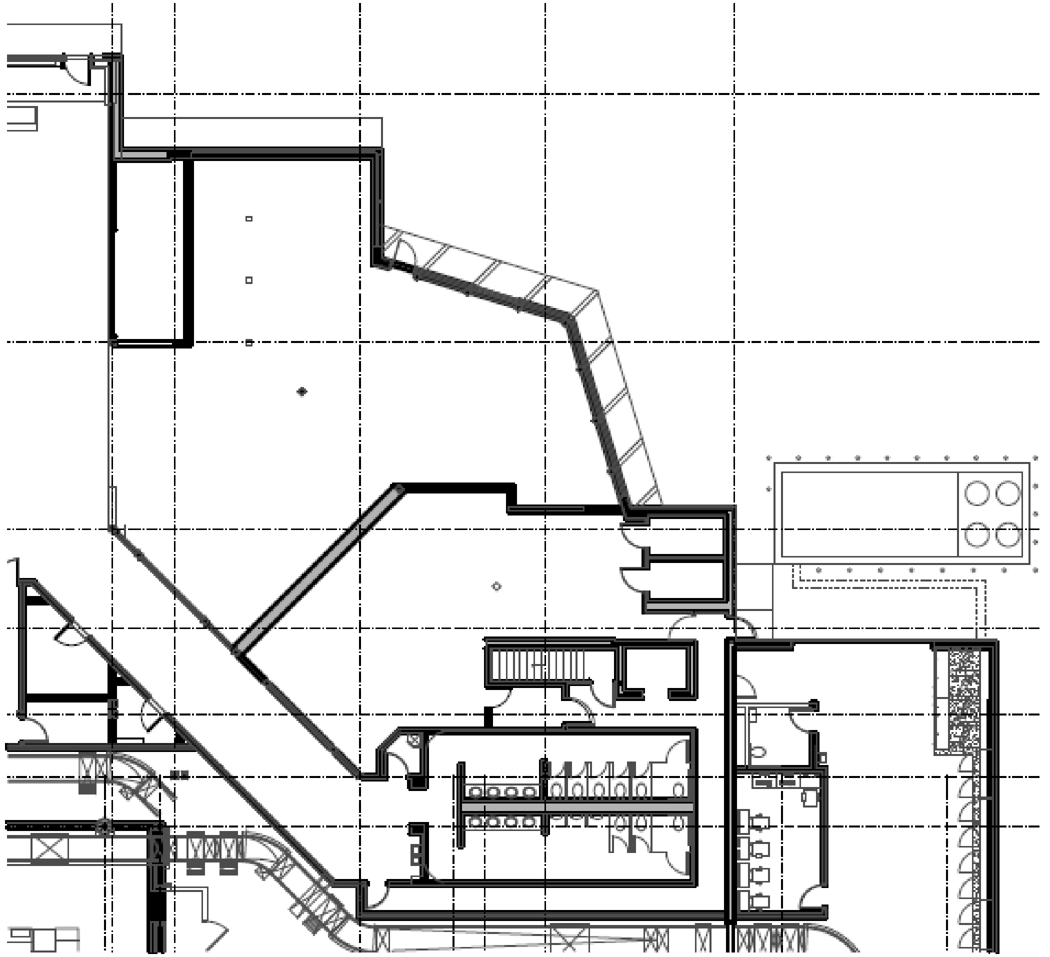
January 19-June 27, 2022



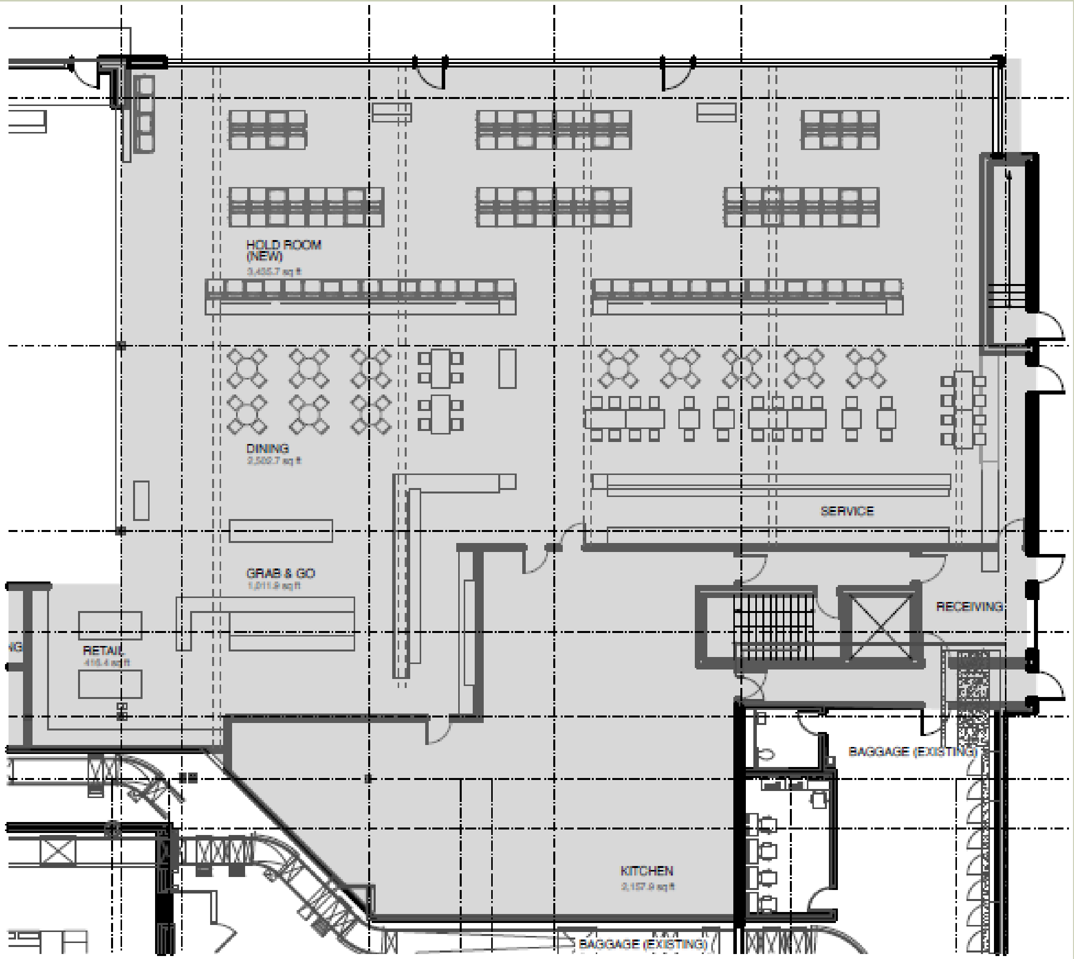


RESTAURANT & GATE EXPANSION

April 11- TBD, 2022



1 Existing Restaurant & Retail



2 New Restaurant/Retail/Hold

RESTAURANT & GATE EXPANSION

RESTAURANT & GATE EXPANSION

THANK YOU

TETON COUNTY WYOMING
BOARD OF COUNTY COMMISSIONERS

TOWN COUNCIL

JOINT INFORMATION MEETING
AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Legal **PRESENTERS**: Larry Pardee & Alyssa Watkins

MEETING DATE: April 12, 2021

SUBJECT: **Mortgage Refinance for Center for the Arts**

STATEMENT/PURPOSE

Consider approving refinance and reassignment of Center for the Arts' construction loan and line of credit from First Interstate Bank to First Republic Bank.

BACKGROUND/ALTERNATIVES

Teton County and the Town of Jackson own the land upon which the Center for the Arts is located. Teton County and the Town of Jackson entered into a lease agreement with the Center for the Arts in 2003, which prohibited the Center for the Arts from borrowing money against their leasehold interest. When negotiating the lease in 2016, it was discovered that the Center for the Arts had borrowed $7 million (a construction loan) and had mortgaged their leasehold interest in violation of the 2003 Lease. In the 2016 lease, the loan was recognized by Teton County and the Town of Jackson, with the understanding that no further encumbrances would be made by the Center for the Arts.

Refinance of Construction Loan:

The original construction loan balance was $7 Million. The loan has been paid down over time and the current balance is now about $600,000.00. First Republic Bank has offered to refinance the loan at a better interest rate than what is currently being paid to First Interstate. The Center for the Arts is seeking approval for this refinance.

Refinance of Line of Credit:

In 2019 the Center for the Arts lost its 501(c)3 status. The Center let the Town and County know – also a violation of its lease – and worked through the issue. While it lacked 501(c)(3) status, the Center took out an unsecured $300,000 line of credit from First Interstate Bank to help it bridge the cash shortfall caused by the fact that donors could not donate tax-free to the Center. First Republic has also offered to refinance this line of credit at a better rate as well, however, this bank requires the line of credit be secured, like the construction loan, by the Center's leasehold interest. Unlike an installment loan, this line of credit will renew and be available again each year and not be retired at some set point in the future, though the Center is obligated to pay it down to zero annually. The Center is thus seeking approval to further encumber its leasehold interest with this $300,000.00 line of credit.

In order to complete the refinance, First Republic Bank would pay off the First Interstate loans, have the existing leasehold mortgage released, and then record a new leasehold mortgage. The leasehold mortgage would cover both the original loan at about $600,000.00 and line of credit at $300,000.00, bringing the total to an amount not to exceed $910,000.00 (please note this number may have some variation depending on the precise outstanding loan amount and fees at the time the loan is issued). Importantly, First Republic is not proposing to take any security interest in the real estate (i.e., building); their security would just be in the Center's leasehold interest.

Section VI.A of the 2016 CFA lease states:

"Except as set forth herein, Lessee shall not assign, mortgage, hypothecate, transfer or otherwise encumber the Leased Premises, the Building Improvements, this Lease or any interest therein, without written consent of the Lessor in each instance. Notwithstanding the foregoing, Lessors hereby permit an existing Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated March 15, 2004 (the "Leasehold Mortgage"). The Leasehold Mortgage encumbers Lessee's leasehold interest in this Lease and secures a Promissory Note in favor of First Interstate Bank dated March 15, 2004 (the "Promissory Note"). The balance due to First Interstate Bank as of the Effective Date of this Lease is approximately $1.5 million. Lessee shall not take additional draws under the Promissory Note and shall pay the balance due as expediently as commercially reasonable."

Paragraph 16 has been added to the Landlord's Consent and Estoppel Certificate to document the history of the First Interstate loan and the Center for the Arts agrees to not place any further encumbrances on the leasehold interest without permission from the Town of Jackson and Teton County.

COMPREHENSIVE PLAN ALIGNMENT

This issue relates to quality community service provision.

STAKEHOLDER ANALYSIS

The stakeholders include the Town, County, Center for the Arts, and the community that benefits from the programs and services offered by the Center for the Arts.

FISCAL IMPACT

There is no direct fiscal impact to the Town or County.

STAFF IMPACT

There is no staff impact to the Town or County.

LEGAL REVIEW

Gingery and Colasuonno.

ATTACHMENTS

- First Lien Leasehold Mortgage, Assignment Of Leases And Rents, Security Agreement And Fixture Filing
- Memorandum Of Restated Lease Agreement
- Landlords' Consent & Estoppel Certificate

RECOMMENDATION

SUGGESTED MOTION

I move to approve the Center for the Arts' mortgage reassignment from First Interstate Bank to First Republic Bank in an amount not to exceed $910,000.00, which includes only the outstanding balance of its original loan and its new line of credit.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

First Republic Bank
111 Pine Street
San Francisco, CA 94111
Attn: Loan Review

Loan Number: **23303201**
23303202

INSTRUCTIONS TO RECORDER:
Index this document as (1) a mortgage; (2) an assignment of rents; (3) a security agreement; and (4) a fixture filing

[ ] IF THE PRECEDING BOX IS CHECKED, THIS IS A
CONSTRUCTION FIRST LIEN MORTGAGE

(Space above this line for Recorder's use)

FIRST REPUBLIC BANK
It's a privilege to serve you®

FIRST LIEN LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS FIRST LIEN LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Mortgage") is made on**, __________________, 2021**, by the **Community Center for the Arts, a Wyoming nonprofit corporation** ("Borrower"), whose address is **240 S. Glenwood and 265 S. Cache Street, Jackson, Wyoming 83001**, for the benefit of **First Republic Bank** (the "Lender"), as lender, whose principal office is located at **111 Pine Street, San Francisco, California 94111**.

In order to secure the payment in full of all of the Obligations secured hereby, and the performance of all of the Obligations set forth herein, BORROWER IRREVOCABLY GRANTS, CONVEYS, MORTGAGES, WARRANTS, PLEDGES AND DELIVERS, TRANSFERS AND ASSIGNS TO LENDER, WITH POWER OF SALE and right of entry and possession, all of Borrower's present and future estate, right, title and interest in and to the following described real and personal property (collectively, the "Property"):

(A) Borrower's leasehold interest pursuant to the Ground Lease (as defined below) in the following described real property located in the County of Teton, State of Wyoming (the "Land"):

See Exhibit A attached hereto and incorporated herein by this reference.

The street or common address of the Land is: 240 S. Glenwood and 265 S. Cache Street, Jackson, Wyoming 83001.

(B) All Buildings, Fixtures, Easements, Rents and Profits, Development Rights, Water Rights, Mineral Rights, and Crops (as each of such terms is defined in Article 1 of this Mortgage).

THIS MORTGAGE SECURES THE FOLLOWING INDEBTEDNESS AND OBLIGATIONS (collectively, the "Obligations") in such order of priority as Lender may from time to time elect:

(1) Payment and performance of Borrower's indebtedness and obligations under the (i) promissory note of even date herewith in the original face principal amount of **[To Be Decided – Not to Exceed Six Hundred Ten Thousand and 00/100 Dollars ($610,000.00)]** and (ii) promissory note of even date herewith in the original face principal amount of **Three Hundred Thousand and 00/100 Dollars ($300,000.00),** each as executed by Borrower and payable to Lender, or order, and all extensions, renewals, modifications, and replacements thereof (collectively, the "Note");

(2) Payment and performance of Borrower's indebtedness and obligations under this Mortgage and all extensions, renewals, and modifications of this Mortgage;

(3) Payment of all sums of money which may be advanced by, or otherwise due to Lender under any provision of this Mortgage or to protect the security of this Mortgage, with interest thereon at the rate provided in this Mortgage and the Note;

(4) Payment and performance of Borrower's indebtedness and obligations under the Loan Agreement or Loan Agreement, if any, of even date herewith between Borrower and Lender which states that it is secured by this Mortgage and all extensions, renewals, and modifications thereof (the "Loan Agreement");

(5) Payment and performance of all indebtedness and obligations owing on account of each future loan that Lender may elect to make to Borrower or the record owner of the Land when the promissory note evidencing such loan specifically states that it is secured by this Mortgage, and all extensions, renewals, modifications, and replacements thereof (such loans are referred to individually as a "Future Advance" and collectively as the "Future Advances"); and

(6) Payment and performance of Borrower's indebtedness and obligations under all other existing and future agreements executed by Borrower in connection with the loan evidenced by the Note (the "Loan") or in connection with any Future Advance, with interest thereon at the rate provided in such agreements, when such agreement specifically states that it is secured by this Mortgage, and all extensions, renewals, and modifications of such agreements.

FOR VALUABLE CONSIDERATION, Borrower agrees as follows:

ARTICLE 1

DEFINITIONS

For purposes of this Mortgage, the following terms shall have the following definitions:

1.1 **Books and Records.** "Books and Records" means all books and records relating to the design, construction, improvement, development, use, ownership, operation, maintenance, repair, or marketing of the Property, including (a) records reflecting the results of operation of the Property; (b) all Leases and other documents relating to the Property; and (c) Borrower's federal income tax returns for the year in which the Loan is made and each subsequent year that the Loan is outstanding.

1.2 **Buildings.** "Buildings" means all buildings, structures and other improvements and fixtures of every kind of nature now existing or hereafter located on the Land.

1.3 **Collateral Description.** “Collateral Description” means Borrower’s right, title, and interest in and to the Land, Buildings, Easements, Rents and Profits, Development Rights, Water Rights, Mineral Rights, and Crops (each as defined herein) plus (a) all fixtures, machinery, machines, motor vehicles, tools, parts, equipment, pumps, engines, motors, boilers, incinerators, building materials, inventory, supplies, goods, systems for the supply or distribution of heat, air conditioning, electricity, gas, water, air or light, elevators and related machinery and equipment, fire prevention and extinguishing equipment, security and access control equipment, plumbing, showers, bath tubs, water heaters, toilets, sinks, stoves, ranges, refrigerators, dishwashers, disposals, laundry equipment, wall, window and floor coverings, partitions, doors, windows, hardware, waste and rubbish removal equipment, recreational equipment, signs, furniture, furnishings, appliances, telephone equipment, computer systems, office equipment and supplies, plants, carpets, rugs, sculptures, art work, mirrors, tables, lamps, beds, television sets, light fixtures, chandeliers, desks, cabinets, bookcases, chairs, sofas, benches, and janitorial and maintenance equipment and supplies, and all substitutions, accessories, accessions, replacements, improvements, and additions to any or all of the foregoing; (b) all deposits, advance payments, security deposits, and rental payments made by or on behalf of Borrower to others in connection with the Property and relating to any or all of the following: (i) management or operational services; (ii) marketing services; (iii) architectural, engineering, or design services; (iv) utility services; (v) cleaning, maintenance, security, or repair services; (vi) rubbish or refuse removal services; (vii) sewer services; (viii) rental of furnishings, fixtures or equipment; (ix) parking; or (x) any service similar to any or all of the foregoing; (c) all reports, appraisals, drawings, plans, blueprints, studies, specifications, certificates of occupancy, building permits, grading permits, and surveys relating to all or part of the Property, and all amendments, modifications, supplements, general conditions and addenda thereto; (d) all trade names, trademarks, trade styles, service marks, logos, letterheads, advertising symbols, goodwill, telephone numbers, advertising rights, negatives, prints, brochures, flyers, pamphlets and other media items used or intended to be used in connection with the Property; (e) all warranties and guaranties, whether written or oral, from any third Person which directly or indirectly relate to all or part of the Property or personal property described in parts (a) through (d) of this Section 1.3; (f) all legal and equitable claims, causes of action, and rights against architects, engineers, designers, contractors, subcontractors, suppliers, materialmen and any other Persons supplying labor, services, materials or equipment, directly or indirectly, in connection with the design, planning, construction, development, use, operation, management, maintenance, or marketing of all or part of the Property; (g) all Condemnation Claims, Condemnation Proceeds, Property Claims, Property Proceeds, Insurance Claims, and Insurance Proceeds (regardless of whether or not Lender required Borrower to obtain or maintain in effect the Insurance Policy or Insurance Policies under which the Insurance Claims arise or the Insurance Proceeds are payable); (h) all real property tax refund claims, general intangibles, accounts, deposit accounts, documents, instruments, chattel paper, and accounts receivable relating to the design, planning, construction, development, use, operation, management, maintenance or marketing of all or part of the Property, including any right to payment for goods sold or leased or to be sold or leased or for services rendered or to be rendered, however evidenced, including purchase orders, negotiable documents, notes, drafts, acceptances, claims, instruments, insurance policies, and all other forms of obligations and receivables; and

(i) all products and proceeds of any or all of the foregoing personal property, including all money, deposit accounts, accounts, chattel paper, documents, notes, drafts, instruments, insurance proceeds, and all other tangible and intangible property resulting from the sale, lease, or other disposition of any or all of the foregoing personal property.

1.4 **Commercial Project.** "Commercial Project" means a multifamily residential project or a retail, office, industrial or other commercial project which produces or generates or is intended to produce or generate any form of Rents and Profits from its operation.

1.5 **Condemnation Claims.** "Condemnation Claims" means all claims, actions, causes of action, demands, liens, rights, judgments, settlements, awards, compensation, and damages of every kind and nature which Borrower now has or which may hereafter accrue against any Person, whether arising in tort, by contract or statute, or in any other manner, which in any way directly or indirectly relate to or arise out of any condemnation of the Property or other taking of the Property for public or quasi-public use by eminent domain or to the transfer of the Property in lieu of condemnation or any such taking.

1.6 **Condemnation Proceeds.** "Condemnation Proceeds" means all proceeds of the Condemnation Claims, including all money, deposit accounts, accounts, notes, drafts, instruments, documents, and all other tangible and intangible property resulting from the payment, collection of, recovery on, or other disposition of any or all of the Condemnation Claims.

1.7 **Covenants and Restrictions**. "Covenants and Restrictions" means all covenants, conditions, restrictions, equitable servitudes, and all other similar matters now or hereafter affecting the Property, including any condominium, planned unit development, or cooperative apartment declaration of covenants, conditions and restrictions, by-laws, articles, rules, and regulations to which Borrower or the Property is subject or bound.

1.8 **Crops.** "Crops" means all crops grown, growing, or to be grown, including crops on trees, vines and bushes, now or hereafter growing on the Land.

1.9 **Development Rights.** "Development Rights" means all existing and future development rights, development credits, air rights, and options of any kind relating to the Property.

1.10 **Easements.** "Easements" means all existing and future easements, tenements, rights of way, licenses, and similar rights relating or appurtenant to the Property and all existing and future rights in or to streets, roads, sidewalks, alleys, strips, sewer rights, well rights, water courses, water rights and gores adjoining, or in any way belonging, relating or appertaining to the Land or Improvements, or used in connection with the Property.

1.11 **Event of Default.** "Event of Default" means any of the events described in Article 3 of this Mortgage.

1.12 **Fixtures.** "Fixtures" means all fixtures, machinery, equipment, building materials, and appliances now or hereafter located in, on, attached or affixed to, or used in connection with the Land or the Buildings, including all systems for the supply or distribution of heat, air conditioning, electricity, gas, water, air or light; elevators, escalators and related machinery and equipment; fire prevention and extinguishing equipment and water sprinkler systems; security and access control equipment; water heaters, showers, bathtubs, tanks, pumps, toilets, sinks, pipes, and other plumbing fixtures and equipment; stoves, ranges, refrigerators, dishwashers, and disposals; laundry equipment; engines, motors, generators, boilers, furnaces, and incinerators; wall, window, and floor coverings, including screens, shades, drapes, and awnings; partitions, doors, windows, cabinets, bookcases, and hardware; janitorial, maintenance, and waste and rubbish removal equipment; recreational equipment; signs; switchboards, telephone systems, and other communication equipment; television, radio, and computer cables, antennae, and other equipment; chandeliers and other light fixtures; trees, plants and other landscaping; and all attachments, substitutions, accessories, accessions, replacements, improvements, and additions to any or all of the foregoing, all of which shall conclusively be deemed to be part of the Land and Buildings and conveyed by this Mortgage, whether or not affixed or attached to the Land.

1.13 **Governmental Authorities.** "Governmental Authorities" means (a) the United States; (b) the state, county, city, or other political subdivision in which the Land is located; (c) all other governmental or quasi-governmental authorities, boards, bureaus, agencies, commissions, departments, administrative tribunals, and other instrumentalities or authorities; and (d) all judicial authorities and public utilities having or exercising jurisdiction over Borrower or the Property.

1.14 **Governmental Permits.** "Governmental Permits" means all permits, approvals, and authorizations now or hereafter issued by all Governmental Authorities for or in connection with the design, construction, improvement, development, use, ownership, operation, maintenance, repair, or marketing of the Property, including grading permits, foundation permits, building permits, tentative subdivision map approvals, zone changes, zone variances, conditional use permits, temporary certificates of occupancy, and final certificates of occupancy.

1.15 **Governmental Requirements.** "Governmental Requirements" means all existing and future laws, ordinances, rules, regulations, orders, and requirements of all Governmental Authorities applicable to Borrower or the Property, including those respecting the design, construction, improvement, development, use, ownership, operation, maintenance, repair, or marketing of the Property.

1.16 **Ground Lease.** "Ground Lease" means any lease agreement creating a leasehold estate which is now or hereafter encumbered by this Mortgage, including, but not limited to, that certain Restated Lease Agreement dated June 15, 2016 by and between Borrower and Teton County, a duly organized county within the State of Wyoming, and the Town of Jackson, a Municipal Corporation, a municipal corporation of the State of Wyoming, as evidenced by that certain Memorandum of Restated Lease Agreement with an effective date of June 15, 2016, filed in the office of the Teton County, Wyoming clerk as Document No. ______________.

1.17 **Impositions.** "Impositions" means all (a) Taxes; (b) Insurance Premiums; (c) gas, electricity, water, sewer, and other utility charges which are incurred for the benefit of the Property or which may become a lien against the Property; (d) assessments, charges, and fees imposed pursuant to any Covenants and Restrictions; (e) assessments, charges and fees payable with respect to any Easements, Water Rights or Development Rights; (f) principal, interest, and other amounts payable in connection with any Liens; (g) rents and other amounts payable under any Ground Lease; and (h) such other taxes, charges, premiums, assessments and impositions relating to the Property, the payment of which Lender determines to be necessary to protect Lender's security for the Obligations.

1.18 **Improvements.** "Improvements" means the Buildings and Fixtures, collectively.

1.19 **Insurance Claims.** "Insurance Claims" means all claims, actions, causes of action, demands, liens, rights, judgments, settlements, awards, compensation, and damages of every kind and nature which Borrower now has or which may hereafter accrue against any Person, whether arising in tort, by contract or statute, or in any other manner, which in any way directly or indirectly relate to or arise under any policy of insurance which Borrower maintains with respect to the Property or which Borrower is required to maintain under this Mortgage (collectively, the "Insurance Policies").

1.20 **Insurance Proceeds.** "Insurance Proceeds" means all proceeds of the Insurance Claims, including all money, deposit accounts, accounts, notes, drafts, instruments, documents, and all other tangible and intangible property resulting from the payment, collection of, recovery on, or other disposition of any or all of the Insurance Claims.

1.21 **Insurance Premiums.** "Insurance Premiums" means all premiums and other amounts payable in connection with procuring or maintaining the Insurance Policies.

1.22 **Leases.** "Leases" means all existing and future rental agreements, leases, licenses, concessions, occupancy agreements, and other similar agreements affecting the Property, including all subleases at any level.

1.23 **Liens.** "Liens" means all mortgages, deeds of trust, mechanics' liens, and other liens and encumbrances of every kind and nature, other than this Mortgage, now or hereafter affecting the Property.

1.24 **Loan Documents.** "Loan Documents" means the Note, this Mortgage, the Loan Agreement, all promissory notes evidencing any Future Advances, all other documents secured by this Mortgage, and all other documents executed by Borrower and delivered to Lender at Lender's request in connection with the Loan or any Future Advance, and all extensions, renewals, modifications, and replacements of such documents.

1.25 **Mineral Rights.** "Mineral Rights" means all existing and future right, title, and interest in and to all minerals, oil, gas and other hydrocarbon substances in or on the Property.

1.26 **Person.** "Person" means any natural person or any entity, including any corporation, partnership, joint venture, limited liability company, trust, unincorporated organization, trustee, or Governmental Authority.

1.27 **Property Claims.** "Property Claims" means all claims, actions, causes of action, demands, liens, rights, judgments, settlements, awards, compensation, and damages of every kind and nature (other than the Insurance Claims and Condemnation Claims) which Borrower now has or which may hereafter accrue against any Person, whether arising in tort, by contract or statute, or in any other manner, which in any way directly or indirectly relate to or arise out of any or all of the following: (a) the Property; (b) any existing or future fact, matter, occurrence, or transaction relating to the Property; or (c) the design, construction, improvement, development, use, ownership, operation, maintenance, repair or marketing of the Property.

1.28 **Property Proceeds.** "Property Proceeds" means all proceeds of the Property Claims, including all money, deposit accounts, accounts, notes, drafts, instruments, documents, and all other tangible and intangible property resulting from the payment, collection of, recovery on, or other disposition of any or all of the Property Claims.

1.29 **Rents and Profits.** "Rents and Profits" means all existing and future rents, royalties, issues, profits, proceeds, revenues, income and other benefits of the Property and all Leases, including all security deposits and prepaid rent.

1.30 **Taxes.** "Taxes" means (a) all taxes, bonds, levies and assessments now or hereafter affecting the Property, including all general and special real and personal property taxes, bonds, and assessments affecting the Property; (b) all other taxes, bonds, levies and assessments which now are or hereafter may become a lien on the Property, including all income, profits, franchise, withholding, and gross receipt taxes; (c) all other charges now or hereafter imposed on or assessed against the Property by any Governmental Authority or arising with respect to the design, construction, improvement, development, use, ownership, operation, maintenance, repair or marketing of the Property; and (d) all taxes, bonds, levies, and assessments now or hereafter imposed by any Governmental Authorities on Lender by reason of their respective interests in this Mortgage, the Note, or any promissory note evidencing a Future Advance, excluding any franchise, estate, inheritance, income, or similar tax imposed on Lender.

1.31 **Tenants**. "Tenants" means all tenants and occupants of the Property under the Leases.

1.32 **Water rights**. "Water rights" means all existing and future water, water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant), and all water stock relating to the Property.

ARTICLE 2

COVENANTS OF BORROWER

2.1 **Performance of Secured Obligations.** Borrower shall pay and perform each and all of the Obligations in accordance with their respective terms.

2.2 **Preservation of the Property.** Borrower (a) shall maintain the Property in good condition and repair; (b) shall promptly repair and restore in a good and workmanlike manner any part of the Property which may be damaged or destroyed, whether or not any Insurance Proceeds are adequate to pay for the cost of such repair and restoration; (c) shall comply and cause the Property to comply with the provisions of all Insurance Policies; (d) shall comply and cause the Property to comply with all Governmental Requirements including, without limitation, state and local rent control, rent stabilization, tenant protection or other tenant occupancy laws; (e) shall comply and cause the Property to comply with all Covenants and Restrictions; (f) shall maintain in effect all Governmental Permits; (g) shall not initiate, join in or consent to any change in the zoning, general plan, specific plan, or any other land use classification affecting the Property or any Covenant or Restriction without the prior written consent of Lender; (h) shall not remove, demolish, improve, add to, or alter the Improvements (excluding non-structural alterations which preserve or increase the value of the Property, alterations required by Governmental Requirements, and the replacement of Fixtures in the ordinary course of business pursuant to Section 2.18 below) or change the character or use of the Property without the prior written consent of Lender; (i) shall not commit or permit any waste respecting the Property or impairment of the Property; (j) shall not abandon the Property; (k) shall not commit or permit any act upon the Property in violation of any Governmental Requirements; (l) shall promptly complete in a good and workmanlike manner all Improvements which Borrower commences to construct on the Land; and (m) shall paint, cultivate, irrigate, fertilize, fumigate, prune, maintain and do all other acts, in a timely and proper manner, which from the character or use of the Property may be necessary or appropriate to preserve, protect and maintain the value of the Property.

2.3 **Insurance.** Borrower shall at all times maintain in full force (a) fire and extended coverage all risk insurance, together with such endorsements as Lender may require, including vandalism, malicious mischief, earthquake, and flood coverage (if the Land is now or hereafter located in an area designated by the Director of the Federal Emergency Management Agency as a flood hazard area and flood insurance is or becomes available through the National Flood Insurance Program); (b) commercial general liability insurance; and (c) such other types of insurance as may from time to time be required by Lender, including business interruption insurance, rental loss insurance, and workers' compensation insurance. Each of the Insurance Policies, including the amounts, form, coverage, deductibles, insurer and loss payable and cancellation provisions, shall be acceptable to Lender. Without limiting any of the terms of this Section, (i) each of the Insurance Policies shall provide that it may be canceled or modified only upon not less than thirty (30) days prior written notice to Lender; (ii) the fire and extended coverage and other casualty insurance policies which Borrower is required to maintain under this Mortgage shall contain a mortgagee's loss payable endorsement acceptable to Lender naming Lender as loss payee and shall be written with liability in an amount equal to the full replacement cost of the Improvements; and (iii) the commercial general liability policy which Borrower is required to maintain shall name Lender as an additional insured and shall be primary and noncontributing with any insurance maintained by Lender.

2.4 **Insurance Policies.** Upon Lender's request, Borrower shall deliver to Lender the originals of all Insurance Policies together with receipts for the full payment of all Insurance Premiums, and Lender shall have the right to hold such policies as long as any Obligations are outstanding. By approving, disapproving, accepting, obtaining or failing to obtain any Insurance Policies, Lender shall not be liable or responsible for the suitability, adequacy, enforceability, validity, amount, form, or content of any Insurance Policies, the solvency of any insurer, or the collection of any Insurance Proceeds, and Borrower shall at all times have full responsibility for all of such matters. Not later than thirty (30) days prior to the expiration of each of the Insurance Policies, Borrower shall deliver to Lender a policy or policies renewing or extending the expiring Insurance Policies together with written evidence showing payment of the Insurance Premiums for such policies. If Borrower fails to deliver any of the Insurance Policies to Lender in accordance with this Mortgage, or if any of the Insurance Policies is canceled, Lender, without notice to or demand upon Borrower, shall have the right to obtain such insurance in such form, content and amount and with such insurer as Lender determines to be necessary or appropriate to protect its interest. Without limiting any other provision of this Mortgage, all premiums and other costs and expenses paid or incurred by Lender in connection with Lender's obtaining any Insurance Policies under this Section shall be payable by Borrower to Lender on Lender's demand. Lender shall not be obligated to obtain or maintain any policy of insurance with respect to the Property. All Insurance Policies relating to the Property and all unearned Insurance Premiums shall automatically inure to the benefit of and be deemed to be assigned to the grantee of the Property at any judicial or nonjudicial foreclosure sale under this Mortgage or by any deed in lieu of foreclosure under this Mortgage.

2.5 **Assignment of Insurance Claims and Proceeds.** To secure the Obligations, Borrower grants, transfers, and assigns to Lender the Insurance Claims and Insurance Proceeds.

2.6 Assignment of Condemnation Claims and Proceeds and Other Claims. To secure the Obligations, Borrower grants, transfers, and assigns to Lender the Condemnation Claims, Condemnation Proceeds, Property Claims, and Property Proceeds.

2.7 Payment of Proceeds. Borrower shall cause all Insurance Proceeds, Condemnation Proceeds and Property Proceeds (collectively, the "Proceeds") to be paid or delivered directly to Lender. Lender shall at all times have the right but not the obligation (a) to demand, collect, accept, receive and give receipts for any and all of the Proceeds; and (b) to direct any Person to pay or deliver any or all of the Proceeds directly to Lender. Nothing contained in this Mortgage shall be deemed to obligate Lender to make any inquiry as to the sufficiency of any Proceeds received by Lender. If for any reason Borrower receives any Proceeds, Borrower (i) shall immediately pay or deliver such Proceeds to Lender in the original form in which received by Borrower; (ii) shall endorse, with recourse, all checks, drafts, money orders, notes, and other instruments or documents representing such Proceeds to Lender; (iii) shall not commingle such Proceeds with any of Borrower's other funds or property; and (iv) shall hold such Proceeds separate and apart from its other funds and property in an express trust for Lender until paid or delivered to Lender.

2.8 Prosecution and Settlement of Claims. Prior to the occurrence of any Event of Default, Borrower shall have a license to prosecute and enforce the Insurance Claims, Condemnation Claims, and Property Claims (collectively, the "Claims"). Lender shall at all times have the right to appear in, defend, and prosecute any action or proceeding arising out of or relating to any or all of the Claims if Lender determines that such action is necessary or appropriate to protect Lender's interest in connection with the Obligations. Upon the occurrence of an Event of Default, Borrower's license to prosecute and enforce the Claims shall be revoked upon, and to the extent provided in, notice by Lender to Borrower. Following such revocation, Lender, at its option, shall have the exclusive right to prosecute and enforce any or all of the Claims to the extent provided in Lender's notice of revocation and to compromise, adjust, settle or dismiss any or all of the Claims, whether or not Lender has taken possession of the Property. Without Lender's prior written consent, Borrower shall not (a) sell, transfer, pledge, hypothecate or otherwise dispose of or abandon any or all of the Claims; or (b) compromise, adjust, settle, or dismiss any or all of the Claims.

2.9 No Liability by Lender. Nothing contained in this Mortgage shall be deemed to obligate Lender to prosecute or enforce any or all of the Claims nor shall Lender have any liability or responsibility for any failure or delay by Lender in prosecuting or enforcing any or all of the Claims or to collect any or all of the Proceeds. Borrower shall at all times have the right to determine and follow its own policies and practices in the conduct of its business, subject to the terms and conditions of the Loan Documents. Nothing contained in this Mortgage nor Lender's receipt of any Proceeds shall result in any obligation or liability by Lender for the performance or observance of any of the terms of any document or Insurance Policies relating to any or all of the Claims or the Proceeds.

2.10 Application of Proceeds. Lender, at its option, shall have the right (a) to apply any or all Proceeds received by Lender to any or all of the Obligations in such order and manner as Lender shall determine, whether or not such Obligations are then due and payable and without regard to the adequacy or impairment of the security for the Obligations; (b) to release any or all of the Proceeds received by Lender for payment of the costs of repair or reconstruction of the Property on such terms and conditions as may be acceptable to Lender; or (c) to release any or all of the Proceeds received by Lender to Borrower on such terms and conditions as may be acceptable to Lender. If and to the extent that the Note provides for Borrower’s payment of a prepayment charge, such prepayment charge shall not apply with respect to principal prepayments resulting from Lender’s election to apply any Proceeds to the outstanding principal balance of the Note.

2.11 Release of Proceeds for Reconstruction. Without limiting the generality of Section 2.10 above, if Lender elects to release any Proceeds for repair or reconstruction of the Property, at Lender's option, such release shall be conditioned on Borrower's satisfaction of the following conditions within one hundred and twenty (120) days after the occurrence of the damage requiring the repair or reconstruction: (a) Borrower's deposit with Lender of such funds in addition to the Proceeds as Lender determines to be necessary to pay all direct and indirect costs relating to the repair or reconstruction of the Property; (b) the establishment of a procedure acceptable to Lender for Lender's disbursement of the Proceeds; (c) Lender's receipt and approval of final plans and specifications and a cost breakdown for the repair or reconstruction of the Property; (d) Lender's receipt and approval of (i) a general construction contract for the repair or reconstruction of the Property executed by Borrower and a contractor acceptable to Lender; and (ii) payment and performance bonds written on such general contractor issued by a surety acceptable to Lender; (e) evidence acceptable to Lender that (i) the repair and reconstruction of the Property can be completed and a final and unconditional certificate of occupancy for the Property can be issued not later than thirty (30) days before the maturity date of the Note; (ii) upon completion of the repair or reconstruction of the Property, the income from the Property will be sufficient to pay all Impositions, operating expenses of the Property and installment payments due in connection with the Loan and any Future Advances; (iii) leases acceptable to Lender will be in effect or remain in effect upon completion of the repair or reconstruction of the Property; (iv) upon completion of the repair or reconstruction of the Property, the fair market value of the Property will be at least as great as it was prior to the date on which the damage or condemnation occurred as shown in an appraisal acceptable to Lender; (v) there has been no adverse change in the financial condition of Borrower since the date of this Mortgage; and (vi) no Event of Default exists; and (f) such additional conditions as Lender may establish.

2.12 Taxes and Impositions. Borrower (a) shall pay all Taxes at least ten (10) days before delinquency; and (b) shall pay all other Impositions when due. Upon Lender's request, Borrower shall deliver to Lender receipts and such other substantiating documentation as may be required by Lender to evidence payment of all Impositions by Borrower in accordance with this Section. Borrower shall cause to be furnished to Lender a reporting service for all Taxes of a type and duration and with a company acceptable to Lender.

2.13 Impounds.

(a) **Impound Account.** Upon not less than ten (10) days prior written notice by Lender to Borrower, Lender, at its option and without regard as to whether any Event of Default exists, shall have the right to require Borrower (1) to deposit with Lender, in monthly installments, an amount equal to one-twelfth (1/12th) of the estimated aggregate annual amount of any or all Impositions as may be designated by Lender (including Taxes and Insurance Premiums), as determined by Lender; and (2) establish with and pay to Lender a reserve for any or all Impositions as may be designated by Lender equal to two of the monthly installments described in clause (1) of this sentence. If Lender exercises its right to require Borrower to make such deposits with Lender, Borrower shall deliver to Lender all bills, statements, and invoices relating to the Impositions immediately upon Borrower's receipt of such items. The amounts deposited by Borrower with Lender pursuant to this Section 2.13 (collectively, the "Impound Funds") (i) shall not be deemed to be held by Lender in trust or as agent of Borrower; (ii) shall not bear interest, except as otherwise expressly required by law; (iii) shall be applied by Lender to the payment of the Impositions in such order of priority as Lender shall determine, provided Borrower has delivered to Lender the appropriate bills, statements and invoices relating to the Impositions not later than thirty (30) days prior to the due date thereof; and (iv) may be commingled by Lender with its general funds. If, at any time within thirty (30) days prior to the due date of any of the Impositions, Lender determines that the Impound Funds then held by Lender are insufficient to pay such Impositions in full, upon Lender's demand, Borrower shall deposit with Lender the amount of such deficiency, as determined by Lender. If the Impound Funds held by Lender exceed the amount necessary to discharge the Impositions for which such Impound Funds were deposited, Lender, at its option, may either refund such excess to Borrower or may hold such excess and reduce proportionately the periodic deposits required to be made by Borrower for payment of the Impositions.

(b) **Security Interest.** Borrower grants a security interest to Lender in all Impound Funds deposited by Borrower with Lender under this Section 2.13 to secure the Obligations. Upon the occurrence of any Event of Default, Lender, at its option and without regard to the adequacy of any other collateral securing the Obligations, shall have the right to apply any or all of the Impound Funds to any or all of the Obligations in such amounts and order as Lender may determine.

(c) **Assignment by Lender.** If Lender assigns this Mortgage, Lender shall have the right to transfer all Impound Funds held by Lender to Lender's assignee. Upon such transfer, Lender shall have no further liability of any kind with respect to the Impound Funds, and Lender's assignee shall be deemed to have assumed all liabilities of Lender with respect to the Impound Funds. Following full payment and performance of all of the Obligations and release of the Property from the lien of this Mortgage, Lender shall refund to Borrower any Impound Funds then held by Lender.

(d) **No Liability for Insufficient Impound Funds.** Nothing contained in this Section 2.13 shall be deemed (i) to require Lender to pay any amounts on account of any Impositions in excess of the Impound Funds held by Lender; or (ii) to impair, prejudice or otherwise affect any of Lender's rights or remedies under this Mortgage or under applicable law to pay any or all of the Impositions if the Impound Funds then held by Lender are insufficient for such purposes and to add the amount paid by Lender to the Indebtedness.

2.14 Absolute Assignment of Rents and Profits.

(a) **Absolute Assignment.** Borrower absolutely, irrevocably and unconditionally grants, transfers and assigns to Lender all Rents and Profits. Prior to the occurrence of an Event of Default, Borrower shall have a license to collect and retain on the terms of this Section 2.14 all Rents and Profits as they become due and payable. Upon the occurrence of an Event of Default, Borrower's license to collect the Rents and Profits shall automatically be revoked without notice to Borrower. Following such revocation, Lender shall be entitled to collect and retain all Rents and Profits, whether or not Lender has taken possession of the Property, and Borrower shall immediately pay or deliver to Lender any Rents and Profits then held or thereafter collected by Borrower. All Rents and Profits collected by or on behalf of Lender may be applied by Lender to the Obligations in such order and amounts as Lender may determine. If Lender elects to seek the appointment of a receiver following the occurrence of an Event of Default, Borrower irrevocably and unconditionally consents to the appointment of a receiver without regard to the adequacy of the security for any of the Obligations. Notwithstanding anything to the contrary contained in this Mortgage, the assignment of Rents and Profits contained in this Section is an absolute assignment and not an assignment as security. Neither the assignment of Rents and Profits contained in this Section nor any action taken by Lender to collect the Rents and Profits shall be deemed to make Lender a mortgagee-in-possession of the Property or shall be deemed to render Lender directly or indirectly liable or responsible for (i) the use, control, condition, care, operation, occupancy, management, repair, or leasing of the Property; (ii) the production of Rents and Profits from the Property; or (iii) the performance or observance of any or all of Borrower's duties, obligations, representations, or warranties under any Leases or other agreements relating to the Rents and Profits. Lender shall have no responsibility or liability of any kind for any failure or delay by Lender in enforcing any of the terms or conditions of this Section 2.14.

(b) **Applications of Rents and Profits Prior to Revocation of License.** Borrower shall apply the Rents and Profits to the payment of all reasonable and necessary operating costs and expenses of the Property, installment payments due in connection with the Loan and any Future Advances, payment of Impositions, and a reasonable reserve for future reasonable and necessary expenses, repairs and replacements relating to the Property before using the Rents and Profits for any other purpose which does not directly benefit the Property.

(c) **Notices to Tenants.** Upon revocation of the license described in Section 2.14(a) above, Borrower irrevocably authorizes and directs all Tenants under the Leases to comply with any notice or demand by Lender for payment to Lender of any Rents and Profits or for the performance of any of the Tenant's other respective obligations under the Leases, regardless of any conflicting demand by Borrower or notice by Borrower to any Tenant that Lender's demand is invalid or wrongful. No Tenant shall have any duty to inquire as to whether any default by Borrower has occurred under the Loan Documents in connection with any notice or demand by Lender under this Section.

2.15 Sales, Transfers, and Further Encumbrances. Lender shall have the right, at its option and without notice to or demand on Borrower, to declare any or all Obligations to be immediately due and payable if any of the following events occurs without Lender's prior written consent: (a) the sale, conveyance, transfer, mortgage, encumbrance, lease (except for the leasing of space in the Improvements which is permitted under Section 2.19 below), or alienation of all or any part of the Property or any interest in the Property, whether voluntary or involuntary, or Borrower's grant of any option or agreement to effect any such transaction; (b) if Borrower or any General Partner or Manager of Borrower is a partnership, the admission, withdrawal, retirement or removal of any general partner of Borrower or any of Borrower's General Partners or Managers, or the sale or transfer of more than twenty-five percent (25%) of the beneficial interests in Borrower or any of Borrower's General Partners or Managers; (c) if Borrower or any General Partner or Manager of Borrower is a corporation, the sale or transfer of an aggregate of more than twenty-five percent (25%) of any class of stock in such corporation or the issuance by such corporation of additional stock to any Person who is not a shareholder in such corporation as of the date of this Mortgage; (d) if Borrower or any General Partner or Manager of Borrower is a limited liability company, the appointment, withdrawal, retirement or removal of any Manager of Borrower or any of Borrower's General Partners or Managers or the sale or transfer of more than twenty-five percent (25%) of the beneficial interests in Borrower or any of Borrower's General Partners or Managers; (e) if Borrower or any of Borrower's General Partners or Managers is a corporation, partnership, or limited liability company, the dissolution or liquidation of Borrower or any of Borrower's General Partners or Managers; or (f) any material change in the character or use of all or part of the Property, including drilling for or the extraction of oil, gas or any other hydrocarbon substance or the lease of all or any part of the Property for any such purpose. Without limiting the generality of any provision of this Mortgage (including Section 6.8 below), Lender's consent to any or all of the events described in this Section may be withheld by Lender in its sole and absolute discretion. Lender's consent to any event described in this Section shall not be deemed to be a consent to, or a waiver of the right to require such consent for, any other event. For purposes of this Mortgage, (i) the term "partnership" includes a general partnership, limited partnership, limited liability partnership, and joint venture; and (ii) the term "Manager" means any Person who is acting as a manager of a limited liability company, including any member who is acting in such capacity.

2.16 Request for Lender's Consent to Transfers. All requests by Borrower for Lender's consent under Section 2.15 above (a) shall specifically describe the transaction with respect to which Lender's consent is requested; (b) shall be delivered to Lender not less than thirty (30) days before Borrower proposes to take the action with respect to which Lender's consent is requested; (c) shall be accompanied by complete and accurate copies of all documents relating to the transaction with respect to which Lender's consent is requested, including financial statements and other information regarding the proposed transferee; and (d) shall be accompanied by a non-refundable review fee payable to Lender in the amount of $750. Borrower acknowledges and agrees that Lender's right to withhold its consent, in its sole and absolute discretion, to any or all of the events described in Section 2.15 above is based, in part, on the fact that Borrower's particular financial condition, credit history, character, experience, ability and expertise, as represented by Borrower to Lender, were material and important factors in Lender's decision to make the Loan, and that Lender will continue to rely on such matters to insure satisfactory compliance with the Loan Documents during the entire term of the Loan. If Lender, in its sole and absolute discretion, consents to any of the transactions described in Section 2.15 above, (i) such consent shall not be deemed to release Borrower or any other Person liable for payment or performance of the Obligations, and Borrower and such Persons shall continue to remain liable for payment and performance of the Obligations in accordance with the terms of the Loan Documents, unless expressly released pursuant to a further written agreement signed by Lender; and (ii) such consent shall be conditioned on [A] the payment to Lender of all costs, fees, and expenses incurred by Lender in connection with its review, analysis, and preparation of documents with respect to the proposed transaction, including all attorneys' fees and costs incurred by Lender; and [B] the satisfaction of such other conditions as Lender, in its sole and absolute discretion, may establish in connection with the proposed transaction. Nothing contained in this Section constitutes or shall be construed as an agreement by Lender to consent to any or all of the transactions described in Section 2.15 above or to impair or otherwise affect in any way Lender's right to withhold its consent to any or all of such transactions in Lender's sole and absolute discretion.

2.17 Subordinate Mortgages. If Lender consents to any other Lien on the Property ("Subordinate Mortgage"), or if the prohibition on Borrower's execution of any Subordinate Mortgage is unenforceable under applicable law, Borrower shall not execute any Subordinate Mortgage unless Borrower has first delivered to Lender a written agreement, acceptable to Lender, executed by the holder of the Subordinate Mortgage which provides that (a) the Subordinate Mortgage is and shall at all times remain unconditionally subject and subordinate to this Mortgage; (b) if any action or proceeding is commenced to foreclose the Subordinate Mortgage, no Tenant under any Lease shall be named as a defendant in such action or proceeding, nor shall such action or proceeding terminate any Lease, without Lender's prior written consent; (c) all Rents and Profits, whether collected directly by the holder of the Subordinate Mortgage or through a receiver, shall be applied first to the Obligations, second to the payment of the Impositions, and thereafter to payment of maintenance and operating costs relating to the Property; and (d) the holder of the Subordinate Mortgage shall give written notice to Lender not later than ten (10) days prior to commencing any judicial or nonjudicial action or proceeding to foreclose the Subordinate Mortgage. Borrower acknowledges and agrees that Lender's determination as to whether or not to grant its consent to any proposed Subordinate Mortgage shall be based upon, among other things, the debt coverage ratio of the combined Obligations secured by this Mortgage and the indebtedness to be secured by such proposed Subordinate Mortgage, in addition to such other factors as Lender, in its sole and absolute discretion, shall determine to be relevant or appropriate.

2.18 Fixtures. Notwithstanding Section 2.15 above, Borrower may from time to time replace any Fixtures constituting a part of the Property in the ordinary course of Borrower's business, provided that (a) the replacement property for such Fixtures is at least equivalent in value, character, and quality to the Fixtures being replaced; (b) Borrower has good and marketable title to such replacement property free and clear of all liens, claims, and interests other than the lien of this Mortgage; and (c) this Mortgage shall constitute a first lien on such replacement Property.

2.19 Permitted Leasing; Residential Exclusion; Assignment of and Compliance with Leases. Notwithstanding Section 2.15 above, Borrower shall have the right to enter into Leases in the ordinary course of Borrower's business without Lender's prior written consent, provided that all of the following conditions are satisfied: (a) the term of such Lease, including any extension or renewal options, does not exceed a total of five (5) years and the premises which are the subject of such Lease contain less than twenty percent (20%) of the total rentable square footage of the Improvements; (b) the form used for such Lease represents a commercially reasonable lease form or has been approved in writing by Lender prior to Borrower's execution of the Lease; (c) the rental and all other charges under such Lease (i) are not more favorable to the Tenant than pro forma rental and other charges which have been approved in writing by Lender not more than six (6) months prior to Borrower's execution of such Lease, and such approval has not been modified or revoked at the time the Lease is executed by Borrower; or (ii) are at the then current fair market rate for comparable space and represent terms agreed upon in a bona fide arm's length lease transaction with a tenant who is not in any way affiliated with Borrower; (d) such Lease is unconditionally subordinate to this Mortgage and contains an attornment provision consistent with Section 2.20 below; (e) no Event of Default has occurred and is continuing at the time of Borrower's execution of such Lease; and (f) Borrower provides Lender with an accurate and complete copy of such Lease within ten (10) business days after such Lease is executed by Borrower. Upon Lender's request, Borrower (i) shall execute, acknowledge and deliver to Lender an absolute and unconditional assignment acceptable to Lender of all of Borrower's interest in all Leases and all guaranties of and security for the Tenants' respective obligations under the Leases, and (ii) shall promptly deliver to Lender a true and complete copy of residential Leases. Borrower shall perform and discharge all obligations of the lessor under the Leases in accordance with the terms thereof and shall diligently enforce all remedies available to Borrower in a commercially reasonable manner in the event of a default by the Tenant under any Lease.

2.20 **<u>Attornment at Lender's Option</u>.** Each Tenant who enters into a Lease for the Property after the date of recordation of this Mortgage (each such Lease is referred to as a "Subordinate Lease") and who has <u>not</u> entered into a written non-disturbance and attornment agreement with Lender shall be deemed to have agreed to attorn to Lender and accept Lender as the landlord under its Lease on the terms of this Section. If Lender acquires title to the Property by judicial or nonjudicial foreclosure under this Mortgage or by deed in lieu of foreclosure under this Mortgage, Lender, at its option, shall have the right to require any or all Tenants under Subordinate Leases to attorn to and accept Lender as the landlord under such Tenant's Subordinate Lease (the "Attornment Option") by giving written notice to such Tenant within thirty (30) days after the date on which Lender acquires title to the Property (the "Acquisition Date"). If Lender exercises the Attornment Option with respect to any Subordinate Lease, such attornment shall be effective and self-operative as of the Acquisition Date without the execution of any further documents on the part of the Tenant, Lender, or any other party, and the Tenant under the Subordinate Lease shall be bound to Lender under all of the terms, covenants, and conditions of the Subordinate Lease for the remaining balance of the term thereof, with the same force and effect as if Lender were the landlord under such Lease. Whether or not Lender exercises its Attornment Option with respect to any Subordinate Lease, Lender (except to the extent required by applicable law) (a) shall not be liable for any act or omission of any prior landlord under any Subordinate Lease, including Borrower; (b) shall not be subject to any offset, defense, or claim which any Tenant may have against any prior landlord under any Subordinate Lease, including Borrower; (c) shall not be obligated (i) to return any security deposit now or hereafter paid by any Tenant; (ii) to return any prepaid rent or other amounts prepaid by any Tenant; or (iii) to grant any Tenant a credit for any such security deposit, prepaid rent or other prepaid amounts (excluding monthly rent and other charges which have not been prepaid for more than one month in advance), except to the extent, if any, that Lender has actually and unconditionally received such security deposit, prepaid rent or other prepaid amounts; and (d) shall not be obligated to complete the construction of any or all Improvements. Without limiting the terms of this Section, upon Lender's request, each Tenant under a Subordinate Lease shall execute and deliver to Lender any document which Lender determines to be necessary or appropriate to evidence such Tenant's attornment to Lender on the terms of this Section, including a new lease with Lender on the same terms and conditions as the Subordinate Lease for a term equal to the unexpired term of the Subordinate Lease. Nothing contained in this Section shall be deemed to obligate Lender to recognize any Subordinate Lease or accept an attornment by any Tenant upon Lender's acquisition of title to the Property. If Lender elects not to exercise the Attornment Option within the time period specified in this Section with respect to any Subordinate Lease, such Subordinate Lease and all of the rights, privileges and powers of the Tenant thereunder shall automatically terminate and shall be of no further force or effect from and after the Acquisition Date.

2.21 **<u>Termination or Modification of Leases</u>.** Without Lender's prior written consent, and except as otherwise expressly permitted by the Loan Documents (including Section 2.22 below), Borrower shall not (a) terminate, cancel, accept a surrender of, agree to any material modification to, or waive any of Borrower's material rights under any of the Leases, except cancellation of a Lease based on a material default by the Tenant thereunder; (b) collect rent under any of the Leases for more than one (1) month in advance; (c) agree to subordinate any of the Leases to any other Lien; (d) discount the rent or other amounts payable under any of the Leases or release any Tenant or any other party liable for the performance of any Tenant's obligations under any of the Leases; (e) consent to any sublease or to the assignment of all or part of any Tenant's interest under the Leases; or (f) in any other manner impair Lender's rights with respect to or interest in the Rents and Profits. Any attempted termination, cancellation, surrender, modification, or subordination of a Lease in violation of this Section shall be void. Borrower shall give immediate written notice to Lender of (i) any material default by any Tenant under any of the Leases; (ii) any notice received by Borrower from any Tenant under any of the Leases claiming any material default or material breach by Borrower under such Tenant's Lease; and (iii) any other material default by Borrower under any of the Leases of which Borrower is aware. Upon Lender's request, Borrower shall furnish to Lender all material information which Lender may reasonably require regarding Borrower's or any Tenant's performance under any or all of the Leases. The foregoing provisions of this Section 2.21 shall not apply to residential Leases.

2.22 **<u>Permitted Lease Modifications</u>.** Notwithstanding Section 2.21 above, and provided that no Event of Default has occurred and is continuing under the Loan Documents, Borrower shall have the right to enter into a modification, amendment, or supplement to a Lease (referred to collectively as a "Lease Modification") without Lender's prior written consent, provided that (a) the Lease Modification (i) is and at all times remains subordinate to this Mortgage; (ii) is not material in nature; (iii) does not affect the rent (including base rent, percentage rent, and common areas charges) payable by the Tenant, term, or any other monetary or economic term of such Lease; (iv) does not modify in any material respect the permitted use of the premises under such Lease; (v) does not change the identity of the Tenant under such Lease; (vi) does not materially increase any obligation of the landlord under such Lease; and (vii) Borrower provides Lender with a complete and accurate copy of the Lease Modification within ten (10) business days after such Lease Modification becomes effective, or (b) the Lease is a residential Lease.

2.23 Lender's Approval of New Leases and Lease Modifications. Provided that no Event of Default has occurred and is continuing under the Loan Documents, Lender shall exercise its right to grant or withhold its approval of any proposed new Lease ("New Lease") or Lease Modification which requires Lender's approval under the terms of the Loan Documents in Lender's good faith business judgment. Lender shall give written notice to Borrower of Lender's approval or disapproval of any New Lease or Lease Modification which requires Lender's approval following Lender's receipt of a complete and accurate copy of the New Lease or Lease Modification, as applicable, together with current financial statements for the Tenant thereunder and such other information regarding the New Lease or Lease Modification, as applicable, as Lender reasonably may request in order to enable Lender to make a reasonably informed decision with respect to the New Lease or Lease Modification. Borrower may enter into a New Lease or Lease Modification which requires Lender's approval prior to obtaining such approval, provided that the New Lease or Lease Modification, as applicable, and the Borrower's obligations thereunder are expressly conditioned on Borrower obtaining Lender's approval.

2.24 Financial Statements and Information; Books and Records; Estoppel Certificates; Management.

(a) Financial Statements. Within ninety (90) days after the close of Borrower's fiscal year, Borrower shall deliver to Lender a balance sheet and a statement of profit and loss for Borrower for such fiscal year. Within ninety (90) days after the close of the fiscal year for (a) each general partner of Borrower ("General Partner"), if Borrower is a partnership; and (b) each Manager of Borrower, if Borrower is a limited liability company, Borrower shall cause each such General Partner, and Manager to provide Lender with a balance sheet and a statement of profit and loss for such General Partner and Manager for such fiscal year. Borrower shall cause all financial statements furnished to Lender under this Section to be certified by the party to whom such statements apply. If Borrower or any General Partner or Manager has audited financial statements prepared, Borrower shall cause a copy of such audited financial statements to be delivered to Lender within thirty (30) days after such statements are received by Borrower or the Person to whom such statements apply. Borrower and each Person whose financial statements are provided to Lender under this Section shall, by submitting such statements to Lender, be conclusively deemed to have certified to Lender, in addition to any other certifications contained in such statements, that the financial statements furnished to Lender (i) are accurate and complete in all material respects as of the dates appearing thereon; (ii) present fairly the financial condition and results of operations of the Person to whom the statements apply as of the date and for the period shown in such statements; and (iii) disclose all material suits, actions, proceedings and contingent liabilities affecting the Person to whom the financial statements apply. Borrower shall provide Lender with such other information concerning the financial condition and affairs of Borrower, the General Partners, and Managers as Lender may reasonably require within ten (10) business days after Lender's request for such information. Borrower shall deliver to Lender, or cause to be delivered to Lender, a complete and accurate copy of each federal income tax return filed by Borrower and any General Partner, and Manager within thirty (30) days after the date on which each such return is filed.

(b) Financial Information. Lender, at its option and in its sole discretion, shall have the right to request Borrower to deliver to Lender, within ten (10) days of Lender's request, updated financial information, including without limitation; a balance sheet and profit and loss statement (if Borrower is a business entity), provided that such request shall be limited to one time per year unless there exists an uncured Event of Default. Borrower acknowledges that in connection with Lender's periodic review of Borrower's credit, Borrower authorizes Lender to make inquiries it deems necessary and prudent for the purposes of (i) analyzing the financial information provided to Lender, (ii) evaluating and re-verifying, from time to time, the credit-worthiness and financial condition of Borrower and, if applicable, the General Partners or Managers of Borrower, and (iii) evaluating the Property.

(c) Operating Statements. If the Property consists of a Commercial Project, within ninety (90) days after the end of each calendar year and within ten (10) business days after Lender's request from time to time, Borrower shall deliver to Lender an accurate and complete annual operating statement for the Property for the immediately preceding calendar year or twelve (12) month period, as applicable. All such operating statements shall be in a form reasonably acceptable to Lender and shall contain such detail as Lender may require to provide Lender with a complete and accurate statement of all income, receipts, payments, rents, reimbursements, deposits, and other revenues of every kind from the Property and all operating expenses of every kind paid or incurred with respect to the Property, including taxes, insurance, utilities, salaries, wages and personnel costs, leasing costs and commissions, maintenance and repair costs, legal and accounting fees and expenses, advertising and promotion costs, management fees, and expenditures for capital improvements. Each operating statement delivered by Borrower to Lender under this Section shall be signed by Borrower and shall be certified as being accurate and complete by Borrower. At any time after Lender's receipt of any of the operating statements described in this Section or in Section 2.24(f) below, within ten (10) business days after Lender's request, Borrower shall deliver to Lender copies of such invoices, bank statements, canceled checks, and other supporting documentation as Lender may designate to substantiate any or all matters reflected in the operating statements received by Lender.

(d) Rental Statements. If the Property consists of a Commercial Project, within ninety (90) days after the end of each calendar year, and within ten business (10) days after Lender's request from time to time, Borrower shall deliver to Lender an accurate and complete rent statement for the Property (the "Rent Statement") as of the last day of the most recent calendar month showing (i) the leasing status of all space in the Buildings, including information as to whether such space is vacant or subject to a Lease; and (ii) with respect to each space in the Buildings that has been leased, [A] the name of the Tenant renting the space; [B] the premises occupied by each of the Tenants; [C] the current monthly rent and all other amounts payable by such Tenant under such Lease; [D] the total amount of all prepaid rent received by Borrower from such Tenant; [E] the total amount of any security deposit or other deposit received by Borrower from such Tenant; [F] the expiration date of the term of such Lease or nature of the tenancy under such Lease; [G] the rent payment dates and the amount of any delinquent rent or other payments owing by such Tenant; [H] extension or renewal options under the Leases; [I] any rent or other concessions granted to, and any claims or offsets asserted by, any Tenants; and [J] such other information as Lender may designate. Each Rent Statement delivered by Borrower to Lender under this Section or Section 2.24(f) below shall be signed by Borrower and shall be certified as being accurate and complete by Borrower.

(e) Books and Records. If the Property consists of a Commercial Project, Borrower shall keep and maintain complete and accurate Books and Records at Borrower's principal place of business, and Borrower shall not remove the Books and Records from such location without Lender's prior written consent. Lender shall have access to the Books and Records at all reasonable times upon reasonable prior notice [which shall not be less than three (3) business days] for the purposes of examination, inspection, verification, copying and for any other reasonable purpose. The Books and Records shall include a complete and accurate record of all costs incurred and payments made in connection with the design, construction, improvement, development, use, ownership, operation, maintenance, repair, and marketing of the Property. If (i) Borrower fails to provide Lender with any annual financial statement or income tax return, annual operating statement, or annual Rent Statement which Borrower is required to deliver to Lender under Sections 2.24(a), 2.24(c) and 2.24(d) above within the required time period; and (ii) Borrower fails to cure such failure within thirty (30) days after the date on which the latter of two separate written notices is given by Lender to Borrower (the second of which shall be given by Lender not sooner than ten (10) days after the date on which the first of such notices is given) notifying Borrower of such failure and of the fact that a late charge in the amount of $750 will be imposed on Borrower if Borrower fails to cure the failure within the time provided by this Section, then Borrower immediately shall pay to the Lender a late charge in the amount of $750. Borrower agrees that the actual damages suffered by Lender because of any failure to deliver the information described in the immediately preceding sentence are extremely difficult and impracticable to ascertain, and the late charge described in this Section represents a reasonable attempt to fix such damages under the circumstances existing at the time this Mortgage is executed. Lender's acceptance of such late charge shall not constitute a waiver of any breach by Borrower of its obligation to provide the information required by Section 2.24 of this Mortgage or any of the other terms of the Loan Documents and shall not affect Lender's right to enforce any of its rights and remedies against Borrower or any other any Person under the Loan Documents.

(f) Additional Reports and Information. If the Property consists of a Commercial Project, within ten (10) business days after Lender's request from time to time, Borrower shall deliver to Lender such additional information available to Borrower and reports as Lender may reasonably request concerning the Property and the business and affairs of Borrower or any General Partner, or Manager, including (i) a balance sheet and profit and loss statement for the most recent fiscal year and for the most recent fiscal year-to-date quarterly period or periods of Borrower or any General Partner, or Manager, each of which shall be certified and otherwise prepared in accordance with the requirements of Section 2.24(a) above; (ii) quarterly or monthly operating statements from Borrower for the Property for each calendar quarter or month containing the same detailed information required to be included in the operating statements described in Section 2.24(c) above; (iii) quarterly or monthly Rent Statements from Borrower for the Property for each calendar quarter or month containing the same detailed information required to be included in the Rent Statements described in Section 2.24(d) above; (iv) copies of all financial statements and reports that Borrower sends to its partners or shareholders, if any; (v) copies of all reports which are available for public inspection or which Borrower is required to file with any Governmental Authorities; (vi) a certificate executed by Borrower, dated within ten (10) business days of the date of delivery of such certificate to Lender, stating that Borrower knows of no Event of Default under the Loan Documents or, if an Event of Default exists, stating the nature of the default and what action Borrower has taken or proposes to take with respect to such Event of Default; (vii) complete and accurate as-built plans for all Buildings located on the Land, if to the extent such plans are in Borrower’s possession or control; (viii) complete and accurate copies of all Leases and any currently effective letters of intent or proposals to lease all or part of the Property received or made by or behalf of Borrower; and (ix) the most recent years' federal income tax returns for Borrower or any General Partner, or Manager. All financial statements that are required to be provided to Lender under this Section 2.24 shall be on Lender's standard form of financial statement or on such other form as may be reasonably acceptable to Lender. Lender may exercise its rights to require additional reports and information under this Section at any time and from time to time on such periodic basis as Lender reasonably shall determine to be necessary or appropriate, including annual requests on the anniversary of the date of recordation of this Mortgage.

(g) Notice of Certain Matters. Borrower shall promptly notify Lender in writing of (i) any claim, demand, right, or Lien relating to the Property which may be adverse to the lien of this Mortgage; (ii) any material loss, depreciation, or adverse change in the value of the Property and any other occurrence which may materially and adversely affect Lender's lien on the Property; (iii) any material adverse change in Borrower's ability to perform any or all of the Obligations; (iv) any event or condition which constitutes an Event of Default; and (v) any dispute between Borrower and any Governmental Authority relating to the Property which may have a material adverse effect on the Property.

(h) Estoppel Certificates. Within ten (10) business days after Lender's request, Borrower shall deliver to Lender a written statement signed and acknowledged by Borrower and certified by Borrower to be accurate stating (i) the original principal amount of the Note; (ii) the unpaid principal balance of the Note and the amount of all other monetary Obligations secured by this Mortgage; (iii) the rate of interest on the unpaid principal balance of the Note; (iv) the terms of payment and maturity date of the Note; (v) the date installments of interest, principal, or both principal and interest were last paid; (vi) that, except as specifically provided in such statement, there are no defaults by Borrower under the Loan Documents or events which with the passage of time or the giving of notice, or both, would constitute an Event of Default under the Loan Documents; (vii) that the Loan Documents are valid, legal and binding obligations of Borrower and have not been modified (or if modified, stating the specific terms of such modification); (viii) whether Borrower contends that any offsets or defenses exist against the Obligations secured by this Mortgage and whether Borrower has any claims of any kind against Lender and, if so, a detailed description of such offsets, defenses, and claims; (ix) that all Leases affecting the Property identified in a current Rent Statement are in full force and effect (or if any of such Leases is not in full force, stating the basis on which the Lease has been terminated or cancelled); (x) the date to which the rents have been paid pursuant to all Leases affecting the Property; (xi) whether or not, to the best of Borrower’s knowledge, any of the Tenants under the Leases affecting the Property are in default under such Leases and, if any of Tenants is in default, setting forth the specific nature of all such defaults; (xii) the amount of security deposits held by Borrower under each Lease affecting the Property and that such amount is consistent with the amounts required under each Lease; and (xiii) such other information with respect to the Obligations, the Loan Documents, the Property, or the Leases as Lender may reasonably require, including evidence acceptable to Lender of Borrower's compliance with any of the terms of the Loan Documents which are specifically identified in Lender's request. With respect to all statements, information and reports that Borrower submits to Lender pursuant to this Mortgage, including pursuant to this

Section 2.24, Borrower shall be deemed conclusively to have certified to Lender, whether or not such statements, information or reports have been signed by Borrower, that [A] such statements, information and reports are accurate and complete in all material respects as of the date or for such periods as may be shown in the statements, information, and reports; and [B] such statements, information, and reports do not omit to state any facts or other information so as to make the statements, information, or reports submitted to Lender misleading in any material respect.

(i) **Management.** The Property shall be managed by either (a) Borrower or an entity affiliated with Borrower who has been approved by Lender, provided that the Lender determines that Borrower or such affiliated entity is at all times managing the Property in accordance with good quality and generally accepted management practices for properties similar to the Property; or (b) a professional property management company acceptable to Lender. If the Property is managed by an entity affiliated with Borrower or a professional property management company, such management shall be pursuant to a written management agreement acceptable to Lender.

2.25 **Inspection.** Lender shall have the right at all reasonable times (a) upon reasonable prior written or telephonic notice (except that no such notice shall be required in the case of an emergency or any inspection limited to the public areas or common areas of the Property) to enter upon and inspect the Property, including any entry which Lender determines is necessary or appropriate in connection with enforcing or exercising any right, remedy or power available to or conferred on Lender under the Loan Documents; (b) to contact any Person to verify any information provided or disclosed by Borrower to Lender; and (c) to release such information regarding the Property, Borrower, or the Obligations as Lender may determine to be necessary or appropriate in connection with enforcing or exercising any right, remedy or power available to or conferred on Lender under the Loan Documents. Lender shall have no obligation or duty to inspect the Property or the Books and Records, and all such inspections by Lender shall be for Lender's sole benefit and not for the benefit of Borrower or any other Person.

2.26 **Defense of Actions and Protection of Security by Borrower.** Borrower shall appear in and defend any action or proceeding commenced by any Person other than Lender which affects or which Lender determines may affect any or all of the following: (a) the Property; (b) the Insurance Claims, Condemnation Claims, or Property Claims; (c) Lender's or Borrower's respective rights and obligations under the Loan Documents; (d) the Obligations; or (e) any other transaction or matter which affects Lender by reason of its interest in the Property. Borrower shall promptly commence and diligently prosecute all actions and proceedings which are necessary or appropriate or which Lender determines may be necessary or appropriate to do any or all of the following: (i) prevent any damage, destruction, or injury to the Property; (ii) enforce or recover upon the Insurance Claims, Condemnation Claims or Property Claims or collect the Insurance Proceeds, Condemnation Proceeds, or Property Proceeds; or (iii) to preserve, protect, maintain, and defend the Property and Lender's lien thereon.

2.27 **Leasehold Estates**. The following provisions in this Section 2.27 shall apply only if this Mortgage encumbers a Ground Lease:

(a) **Borrower's Obligations under Ground Lease**. If this Mortgage encumbers a Ground Lease, Borrower (i) shall perform all obligations of the tenant under the Ground Lease and shall not permit or suffer any default by Borrower under the terms of the Ground Lease; (ii) shall not amend, modify, terminate, cancel, or surrender its interest in the Ground Lease without Lender's prior written consent; (iii) shall give immediate written notice to Lender of [1] any default by the landlord under the Ground Lease (the "Lessor"); [2] any notice received by Borrower from the Lessor of any default by Borrower under the Ground Lease; and [3] any other default by Borrower under the Ground Lease of which Borrower is aware; and (iv) shall furnish to Lender all information which Lender may require regarding Borrower's performance under the Ground Lease.

(b) **Leasehold Estate**. Whenever the context of this Mortgage so requires, the term Property shall be deemed to include the leasehold estate under the Ground Lease and any other interest of Borrower in the real property which is the subject of the Ground Lease.

(c) **Acquisition of Title**. If Borrower shall, directly or indirectly, acquire fee title or any other estate or interest in the real property which is the subject of the Ground Lease, this Mortgage shall attach to and encumber such fee title or other estate or interest without further action by Borrower, Trustee or Lender.

(d) **No Merger**. There shall be no merger of the leasehold estate arising under the Ground Lease with all or any portion of the fee estate in the real property which is the subject of the Ground Lease by reason of the fact that such leasehold estate may be held by any Person who shall hold all or any portion of such fee estate in the real property which is the subject of the Ground Lease, unless Lender shall expressly agree otherwise in writing.

(e) **Cure Rights**. If Borrower fails to perform any of its obligations as tenant under the Ground Lease, Lender shall have the right to pay or perform any or all of such obligations in such manner and to such extent as Lender determines to be necessary or appropriate to preserve or protect the security for the Obligations. All costs and expenses, including without limitation attorneys' fees, incurred by Lender in connection with the payment or performance of such obligations shall be payable by Borrower to Lender on Lender's demand, shall bear interest at the rate specified in the Note from the date of expenditure, and shall be deemed to be secured by this Mortgage and all other agreements given by Borrower to secure the Note. Nothing contained in this Mortgage shall be construed to obligate Lender to pay or perform any of Borrower's obligations under the Ground Lease, and no election by Lender to pay or perform such obligations shall constitute a waiver of any default by Borrower under this Mortgage.

2.28 Enforcement of Covenants and Restrictions. If any of the Covenants and Restrictions apply to Persons owning or occupying real property which is adjacent to or in the vicinity of the Property, Borrower shall diligently enforce the Covenants and Restrictions against such Persons if (a) such Persons have breached their obligations under the Covenants and Restrictions; and (b) such breach has not been cured by such Persons within ninety (90) days after a request by Lender to Borrower to enforce the Covenants and Restrictions.

2.29 Appraisals. Upon receipt of written notice from Lender that either Lender or a federal or state regulatory agency having jurisdiction over Lender reasonably believes that the fair market value of the Property may have substantially declined since the date of Lender's last appraisal of the Property, Borrower shall obtain, as promptly as possible and at Borrower's expense, an updated Appraisal of the Property, in form and substance satisfactory to Lender and such regulatory agency from an appraiser satisfactory to Lender in its sole discretion.

2.30 Agricultural Property. If the Property consists in whole or in part of agricultural property, Borrower (a) shall farm the same using good and proper practices of husbandry; (b) shall keep all crops, trees and vines on the Property properly cultivated, irrigated, fertilized, sprayed, fumigated and maintained; and (c) shall promptly replace all dead or unproductive crops, trees or vines.

2.31 Further Assurances. Upon Lender's request, Borrower shall execute, acknowledge and deliver to Lender such further documents and agreements and take such further actions as Lender may reasonably require from time to time to effectuate or carry out the purposes of the Loan Documents or to evidence, perfect, maintain, preserve or protect Lender's lien on the Property, including Borrower's execution of security agreements, assignments, financing statements, and continuation financing statements. Upon Lender's request, Borrower shall execute, acknowledge and deliver to Lender an assignment acceptable to Lender of such additional rights, privileges, Governmental Permits, and documents relating to the Property as Lender may reasonably determine to be necessary or appropriate in connection with the design, construction, improvement, development, use, ownership, operation, maintenance, repair or marketing of the Property.

ARTICLE 3

EVENTS OF DEFAULT

Lender, at its option, shall have the right to declare Borrower to be in default under this Mortgage and the other Loan Documents upon the occurrence of any or all of the following events:

3.1 Payment of Note and Other Monetary Obligations Under Loan Documents. If Borrower fails to pay any of its indebtedness under the Note or perform any of its other obligations under the Loan Documents or under any other document with Lender requiring the payment of money to Lender or any third Person within ten (10) days after the date on which such indebtedness or monetary obligation is due; provided, however, that the ten (10) day grace period contained in this Section 3.1 shall not apply to Borrower's obligation to pay the outstanding principal balance and all accrued but unpaid interest under the Note on the stated maturity date of the Note;

3.2 Performance of Non-Monetary Obligations Under Other Loan Documents. If Borrower breaches or otherwise fails to perform any of its non-monetary obligations to Lender or any third Person under any of the Loan Documents or under any other document with Lender when due;

3.3 Other Agreements with Lender. If Borrower fails to pay any of its indebtedness or to perform any of its obligations under any document between the Borrower and Lender (other than the Loan Documents) when due;

3.4 Misrepresentation. If any request, statement, information, certification, or representation, whether written or oral, submitted or made by Borrower to Lender in connection with the Loan or any other extension of credit by Lender to Borrower is false or misleading in any material respect;

3.5 Insolvency of Borrower. If (a) a petition is filed by or against Borrower under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency or similar law; (b) a receiver, liquidator, trustee, custodian, sequestrator, or other similar official is appointed to take possession of Borrower or the Property, or Borrower consents to such appointment; (c) Borrower makes an assignment for the benefit of creditors; (d) Borrower takes any action in furtherance of any of the foregoing; or (e) there is a material adverse change in Borrower's financial condition as represented to Lender in connection with Lender's approval of the Loan and Lender reasonably determines that such change materially impairs Borrower's ability to perform any or all of the Obligations; provided, however, that Borrower shall have thirty (30) days within which to cause any involuntary bankruptcy proceeding to be dismissed or the involuntary appointment of any receiver, liquidator, trustee, custodian, or sequestrator to be discharged. The cure provision contained in this Section shall be in lieu of, and not in addition to, any and all other cure provisions contained in the Loan Documents;

3.6 Insolvency of Other Persons. If any of the events specified in parts (a) through (e) of Section 3.5 above occurs with respect to (a) any General Partner of Borrower, if Borrower is a partnership; or (b) any Manager of Borrower, if Borrower is a limited liability company;

3.7 **Performance of Obligations to Senior Lien Holders or Third Persons.** If (i) Borrower fails to pay any of its indebtedness or to perform any of its obligations under any agreement between Borrower and any other Person who holds a Lien senior to this Mortgage when due; or (ii) Borrower fails to pay any of its indebtedness or to perform any of its obligations when due under any other material document between Borrower and any other Person. Nothing contained in this Section constitutes or shall be construed as Lender's consent to any Lien being placed on the Property which is senior to the lien of this Mortgage;

3.8 **Attachment.** If all or any material part of the assets of Borrower, any of the General Partner or Manager of Borrower are attached, seized, subjected to a writ or levied upon by any court process and Borrower fails to cause such attachment, seizure, writ or levy to be fully released or removed within sixty (60) days after the occurrence of such event. The cure provision contained in this Section shall be in lieu of, and not in addition to, any and all other cure periods contained in the Loan Documents;

3.9 **Injunctions.** If a court order is entered against Borrower, any General Partner or Manager of Borrower enjoining the conduct of all or part of such Person's business and Borrower fails to cause such injunction to be fully stayed, dissolved or removed within sixty (60) days after such order is entered. The cure provision contained in this Section shall be in lieu of, and not in addition to, any and all other cure periods contained in the Loan Documents;

3.10 **Dissolution.** If Borrower or any General Partner or Manager of Borrower is a corporation, partnership, limited liability company or trust, the dissolution, liquidation, or termination of existence of such Person;

3.11 **Transfers of Partnership Interests.** If Borrower is a partnership (a) the admission, withdrawal, death, retirement, or removal of any General Partner of Borrower; (b) the sale or transfer of an aggregate of more than twenty-five percent (25%) of the beneficial interests in Borrower; or (c) Lender's receipt of any conflicting written instructions or written demands relating to the Loan from any partners of Borrower which Lender reasonably determines have a material adverse effect on Lender's ability to service or administer the Loan;

3.12 **Transfers of Corporate Ownership.** If Borrower is a corporation, the sale or transfer of an aggregate of more than twenty-five percent (25%) of any class of stock in such corporation or the issuance by such corporation of additional stock to any Person who is not a shareholder in such corporation as of the date of this Mortgage;

3.13 **Transfer of Manager's Interests.** If Borrower is a limited liability company, (a) the appointment, withdrawal, death, retirement or removal of any Manager of Borrower; (b) the sale or transfer of an aggregate of more than twenty-five percent (25%) of the beneficial interests of Borrower; or (c) Lender's receipt of any conflicting written instructions or written demands relating to the Loan from any members of Borrower which Lender reasonably determines have a material adverse effect on Lender's ability to service or administer the Loan;

3.14 **Death; Incompetency.** If Borrower, or any General Partner or Manager of Borrower is an individual, the death or incompetency of such Person, except where applicable law limits or prohibits Lender's declaration of a default based on such occurrences; provided, however, that Lender shall not declare an Event of Default to exist based solely on the death or mental incompetence of any individual General Partner, or Manager if, within ninety (90) days after the occurrence of such event, Borrower causes a substitute general partner or manager, as applicable, to be admitted to Borrower or appointed, and Lender in good faith determines that the financial condition, credit history, character, experience, ability and expertise of such substitute general partner or manager are comparable to the affected General Partner or Manager and that such substitute general partner or manager is otherwise acceptable to Lender;

3.15 **Impairment of Priority.** If (i) the priority of this Mortgage or Lender's security interest under any of the other agreements securing any or all of the Obligations is impaired for any reason; or (ii) the value of the Property has deteriorated, declined or depreciated as a result of any intentional tortious act or omission by Borrower;

3.16 **Condemnation.** If all or any material part of the Property is transferred to any Governmental Authority as a result of any condemnation proceeding or action with respect to all or any material part of the Property;

3.17 **Failure to Repair Casualty.** If there is an uninsured casualty with respect to the Property, and Borrower (a) fails to commence repairs and reconstruction of the Property within ninety (90) days after such damage; or (b) thereafter fails to diligently prosecute such repairs and reconstruction to completion;

3.18 **Transfers of Property.** If any of the events described in Section 2.15 above occurs without Lender's prior written consent;

ARTICLE 4

REMEDIES

Upon Lender's election to declare Borrower to be in default under this Mortgage and the other Loan Documents pursuant to Article 3 above, Borrower shall be deemed to be in default under this Mortgage and the other Loan Documents, and Lender shall have the following rights and remedies:

4.1 Acceleration. Lender shall have the right to declare any or all of the Obligations to be immediately due and payable, including the entire principal amount and all accrued but unpaid interest under the Note and all Future Advances, and notwithstanding the stated maturity of the Note or any Future Advances, such Obligations shall thereupon be immediately due and payable.

4.2 Entry by Lender. Whether or not Lender elects to accelerate any or all of the Obligations under Section 4.1 above, Lender shall have the right (a) to enter, take possession of, and manage, operate and lease the Property; (b) to take possession of any or all Books and Records; (c) to collect any or all Rents and Profits, whether or not Lender has taken possession of the Property; and (d) to take any or all actions which Lender determines to be necessary or appropriate in connection therewith or to preserve, protect, maintain and defend the Property and Lender's lien thereon, including (i) the exercise and enforcement of all of Borrower's rights under any or all of the Leases; (ii) the termination, acceptance of a surrender, modification or amendment of any or all of the Leases; (iii) the execution of new Leases on such terms and conditions as Lender determines to be appropriate; and (iv) the repair, alteration, improvement or completion of the Property in such manner and to such extent as Lender determines to be necessary or appropriate. If Lender elects to take possession of the Property or to take any or all of the other actions described in this Section by court process, Borrower irrevocably and unconditionally agrees that a receiver may be appointed by a court for such purpose pursuant to Section 4.6 below.

4.3 Judicial Action. Lender shall have the right to commence an action or proceeding to foreclose this Mortgage and to enforce any or all of the terms of the Loan Documents, including specific performance of the covenants of Borrower under this Mortgage.

4.4 Foreclosure by Power of Sale.

(a) Nonjudicial Foreclosure. Lender shall have the right to cause any collateral securing the Obligations to be sold by nonjudicial sale, and specifically by “power of sale” or “advertisement of sale,” as provided for in this Mortgage and in accordance with applicable law.

(b) Postponements; Multiple Parcels. To the extent permitted by law, Lender may, from time to time, postpone any sale hereunder by public announcement at the time and place noticed for such sale or may, in its discretion, give a new notice of sale. Lender shall have the exclusive right to sell any Property in a manner or order as Lender determines to be in its best interest. Any Person, including Borrower and Lender, may purchase at any sale under this Mortgage, and Lender shall have the right to purchase at any such sale by crediting upon the bid price the amount of all or any part of the Obligations. If Lender determines to sell the Property in more than one sale, Lender may, at its option, cause such sales of the Property to be conducted simultaneously or successively, on the same day or on such different days or times and in such order as Lender may determine, and no such sale shall terminate or otherwise affect the lien of this Mortgage on any part of the Property that has not been sold until all Obligations have been paid in full.

(c) Costs of Sale. Borrower shall pay all costs, fees, and expenses of all sales of the Property under this Mortgage, including the costs, fees, and expenses (including attorneys' fees) of Lender, together with interest thereon at the interest rate applicable to principal under the Note. A sale of less than all of the Property or any defective or irregular sale under this Mortgage shall not exhaust, impair or otherwise affect the power of sale contained in this Mortgage, and subsequent sales of the Property may be made under this Mortgage until all Obligations have been satisfied or until the entire Property has been sold without defect or irregularity.

4.5 Application of Sale Proceeds. Lender shall apply the proceeds of the sale or sales conducted by Lender in the following order of priority: (a) first, to payment of all expenses of such sale or sales and all costs, expenses, fees, and liabilities of Lender, including attorneys' fees, costs of a lender's sale guaranty, costs of other evidence of title, and Lender's fees in connection with such sale or sales; (b) second, to all amounts advanced by Lender under any of the terms of this Mortgage which have not then been repaid, together with interest thereon at the rate applicable to principal under the Note; (c) third, to the payment of all other Obligations in such order and amounts as Lender determines; and (d) the remainder, if any, to the Person or Persons legally entitled thereto.

4.6 Appointment of a Receiver. Lender shall have the absolute and unconditional right to apply to any court having jurisdiction and obtain the appointment of a receiver or receivers of the Property, and Borrower irrevocably and unconditionally consents to such appointment and agrees that Lender shall have the right to obtain such appointment (a) without notice to Borrower or any other Person; (b) without regard to the value of the Property or any other collateral securing the Obligations; and (c) without acceleration of the Obligations or commencement of foreclosure proceedings under this Mortgage. Any such receiver or receivers shall have the usual powers and duties of receivers in similar cases and all powers and duties necessary or appropriate to exercise the rights of Lender as provided in this Mortgage.

4.7 Protection of Lender's Security. Lender, without obligation to do so and without notice to or demand on Borrower, and without releasing Borrower from any of its Obligations or waiving Lender's rights under the Loan Documents, shall have the right to perform any Obligation which Borrower has breached in such manner, at such time, and to such extent as Lender determines to be necessary or appropriate to preserve, protect, maintain and defend the Property and Lender's lien thereon.

4.8 Assembly of Property. Upon Lender's request, Borrower shall assemble and make available to Lender at the location of the Land all Property which has been removed from or which is not located on the Land.

4.9 **Discontinuation of Disbursements Under Loan and Advances under Other Extensions of Credit.** Lender shall have the (a) right to discontinue or withhold any or all disbursements of the proceeds of the Loan and any Future Advances; and (b) to discontinue advancing money or extending credit to or for the benefit of Borrower in connection with any other document between Lender and Borrower.

4.10 **Rescission of Notice of Default.** Prior to the conduct of any sale under the power of sale contained in this Mortgage, Lender, at its option, shall have the right to rescind any notice of default and election to sell the Property. Lender's rescission of any notice of default and election to sell pursuant to this Section or under applicable law shall not constitute or be construed as a waiver of any Event of Default or impair, prejudice or otherwise affect (a) Lender's right to declare a new notice of default and election to sell the Property based on the same or any other Event of Default; or (b) Lender's rights and remedies in connection with the Obligations.

4.11 **Easements.** Without limiting the effect of any right or remedy exercised by Lender under the Loan Documents, any Easements granted by Borrower or other agreement made by Borrower in violation of any of the terms of this Mortgage shall, at the option of any purchaser at any judicial or nonjudicial foreclosure sale under this Mortgage, be voidable, and any such purchaser shall have the right to take possession of the Property free from the terms of such Easement or agreement.

4.12 **Exercise of Rights Under Other Loan Documents.** Lender shall have the right to exercise any or all rights and remedies which Lender may have under any or all of the other Loan Documents and applicable law.

ARTICLE 5

WARRANTIES AND REPRESENTATIONS

5.1 **Warranties and Representations.** As a material inducement to Lender's extension of credit to Borrower in connection with the Loan, Borrower warrants and represents to Lender as follows:

(a) **Corporate Existence.** If Borrower is a corporation, Borrower is duly organized, validly existing and in good standing under the laws of the state of its incorporation, and Borrower is qualified to do business and is in good standing under the laws of the state in which the Property is located.

(b) **Partnership or Limited Liability Company Existence.** If Borrower is a partnership or limited liability company, Borrower is duly organized, validly existing and in good standing under the laws of the state in which Borrower is organized, and Borrower is qualified to do business and is in good standing under the laws of the state in which the Property is located.

(c) **Existence of Trust.** If Borrower is a trust, Borrower is duly organized and validly existing, and the trustees of Borrower are qualified to act in such capacity.

(d) **Authority.** Borrower has the full power and authority to carry on its business and to enter into and perform all of its obligations under the Loan Documents, and the Loan Documents, when executed by the Persons signing this Mortgage on behalf of Borrower, shall constitute legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms. The Persons executing this Mortgage on behalf of Borrower are duly authorized to execute the Loan Documents and all other documents required by Lender in connection with the Loan on behalf of Borrower. No consent of any other Person and no consent, approval, authorization or other action by or filing with any Governmental Authorities is required in connection with the execution, delivery and performance of Borrower's obligations under the Loan Documents.

(e) **No Violations.** The consummation of the transactions contemplated by the Loan Documents and the performance of Borrower's obligations thereunder will not result in a breach or violation of (i) any Governmental Requirements of any Governmental Authorities or any judgment, writ, injunction, decree or order of any court relating to Borrower or the Property; (ii) any mortgage, agreement, commitment, restriction, or other document to which Borrower is a party or by which Borrower or the Property is bound, including, but not limited to, the Ground Lease; (iii) Borrower's agreement or certificate of limited partnership, if Borrower is a limited partnership; (iv) Borrower's agreement or statement of partnership, if Borrower is a general partnership; (v) Borrower's articles of incorporation or bylaws, if Borrower is a corporation; (vi) Borrower's trust agreement, if Borrower is a trust; or (vii) Borrower's articles of organization or operating agreement, if Borrower is a limited liability company.

(f) **Utilities.** All utility services necessary for the use and occupancy of the Property, including water, storm drains, sewers, gas, electric and telephone facilities, are either available at the boundaries of the Real Property or, if this Mortgage secures a construction loan, Borrower has taken all necessary steps to assure that all such utility services will be available upon completion of the Improvements.

(g) **Access.** All public streets and rights of way necessary for the use and occupancy of the Property have been completed or, if this Mortgage secures a construction loan, Borrower has taken all necessary steps to assure that such public streets and rights of way shall be completed upon completion of the Improvements.

(h) **Governmental Restrictions.** To the best of Borrower's knowledge, there are no conditions or restrictions affecting the use or development of the Property and no agreements or contracts with any Governmental Authorities, including local, regional, state, or federal governmental authorities, affecting the use or development of the Property which have not been disclosed in writing by Borrower to Lender.

(i) **Litigation.** To the best of Borrower’s knowledge, there are no actions, suits, proceedings or investigations pending or threatened against or affecting Borrower or the Property in any court or before any other Governmental Authorities, nor does Borrower know of any basis for any such action, suit, proceeding or investigation.

(j) **Ownership.** Upon recordation of this Mortgage, Borrower will be the sole legal and beneficial owner of, and will have good and marketable title to, the Property and all other collateral which is the subject of the Loan Documents.

(k) **Liens.** To the best of Borrower's knowledge, there are no Liens, claims, encroachments, Covenants and Restrictions, Leases, Easements, or other rights affecting the Property which would not be disclosed by a customary search of the records relating to the Land of the county recorder for the county in which the Property is located, except for such matters as have been specifically disclosed by Borrower to and approved in writing by Lender prior to the date of recordation of this Mortgage.

(l) **Condemnation.** To the best of Borrower’s knowledge, there is no condemnation, zoning change, or other proceeding or action pending, threatened or contemplated by any Governmental Authority which would in any way affect the Property.

(m) **Repair Orders.** To the best of Borrower's knowledge, no orders or directives have been issued by any Governmental Authorities requiring that any work of repair, maintenance or improvement be performed with respect to the Property.

(n) **Transfers.** Borrower has not sold, transferred, leased or encumbered the Property or entered into any agreement for the sale, transfer, lease or encumbrance of the Property, except as described in the Loan Documents.

(o) **No Affiliation With Tenants.** Neither (i) Borrower; (ii) any General Partner or Manager of Borrower, if Borrower is a partnership or limited liability company, or (iii) any shareholder in Borrower, if Borrower is a corporation, except for such interests as have been specifically disclosed to and approved in writing by Lender prior to the date of recordation of this Mortgage.

(p) **Financial Statements.** All statements respecting the financial condition of Borrower, any General Partner or Manger of Borrower, which have been furnished to Lender (i) are accurate and complete in all material respects as of the dates appearing thereon; (ii) present fairly the financial condition and results of operations of the Person to whom the financial statement applies as of the dates and for the periods shown on such statements; and (iii) disclose all suits, actions, proceedings and contingent liabilities affecting the Person to whom the financial statement applies. Since the last date covered by such financial statements, there has been no material adverse change in the financial condition of the Persons to whom such statements apply.

(q) **Other Financing.** As of the date of recordation of this Mortgage, no other financing for the Property will be in effect or encumber the Property, except such subordinate financing as has been specifically disclosed to and approved in writing by Lender prior to the date of recordation of this Mortgage.

(r) **Commissions.** Borrower has not dealt with any Person who is or may be entitled to any finder's fee, brokerage commission, loan commission or other similar sum in connection with the consummation of the transactions contemplated by the Loan Documents, except for such commissions as have been specifically disclosed to and approved in writing by Lender prior to the date of recordation of this Mortgage.

5.2 **Continuing Warranties and Representations.** The warranties and representations contained in this Article 5 shall be true and correct as of the date of recordation of this Mortgage, shall survive the closing of the Loan, and shall remain true and correct as of the date on which such warranties and representations are given. For purposes of this Mortgage, the term “to the best of Borrower’s knowledge” shall be deemed to the best knowledge of Borrower after a commercially reasonable and diligent investigation, inspection and inquiry by Borrower.

ARTICLE 6

MISCELLANEOUS

6.1 **Lender Statement; Certain Charges.** With respect to (a) any statement, accounting, or similar information requested by Borrower or any other Person pursuant to any provision of applicable law; or (b) any other document furnished to Borrower or any other Person by Lender at Borrower's request, Lender shall have the right to charge the maximum amount then permitted by law or, if there is no such maximum, Lender's customary charge for providing such statement, accounting, or other information. Borrower shall pay Lender its customary charge for any other service rendered by Lender in connection with the Loan or the Property, including the issuance of a request for full or partial release of this Mortgage, transmitting Loan proceeds to an escrow holder and changing Lender's records relating to the Obligations.

6.2 **Maturity Date**. The maturity date of the Obligations secured by this Mortgage is April 30, 2031.

6.3 **Reserved**.

6.4 **Execution of Instruments by Lender.** Without notice to or affecting the liability of Borrower or any other Person for the payment or performance of the Obligations, without affecting the lien or priority of this Mortgage or Lender's rights and remedies under the Loan Documents, and without liability to Borrower or any other Person, Lender shall have the right, at any time and from time to time, to do any one or more of the following: (a) release any part of the Property from the lien of this Mortgage; (b) consent in writing to the making of any map or plat relating to the Property; (c) join in or consent to the granting of any Easement affecting the Property; and (d) execute any extension agreement relating to any or all of the Obligations, any document subordinating the lien of this Mortgage to any other Lien or document, or any other document relating to the Property, Obligations, or Loan Documents.

6.5 **Reserved**.

6.6 **Late Charges.** If any installment payment under the Note or any note evidencing a Future Advance is not paid when due, Borrower shall pay any late charge provided for in the Loan Documents.

6.7 **Requests by Borrower for Approvals by Lender.** All requests by Borrower for Lender's consent to or approval of any transaction or matter requiring Lender's consent or approval under the Loan Documents (a) shall be made by Borrower in writing; (b) shall specifically describe the transaction or matter with respect to which Lender's consent or approval is requested; (c) shall be accompanied by such information and documentation as Lender may require in connection with such request; and (d) shall be delivered to Lender not less than fifteen (15) days before Borrower proposes to take the action or effect the transaction with respect to which Lender's consent or approval is requested, unless a different period of time is expressly provided for in the Loan Documents.

6.8 **Approvals by Lender.** Whenever (a) the terms of the Loan Documents grant Lender the right to consent to or approve any transaction or matter; (b) Lender is authorized or empowered under the Loan Documents to make a determination with respect to any transaction or matter; or (c) the Loan Documents provide that any document or other item must be approved by or acceptable to Lender, then except as otherwise expressly provided in the Loan Documents, (i) Lender shall have the right to grant or withhold such approval or consent and make such determination in its sole and absolute discretion; and (ii) the form and substance of such document or other item must be satisfactory to Lender in its sole and absolute discretion. Whenever the terms of the Loan Documents require Lender's consent to or approval of any transaction, matter, or document, such consent or approval shall not be deemed to be effective unless it is set forth in a written instrument executed by Lender.

6.9 **Transfers by Borrower Without Lender's Consent; No Release of Borrower.** The following provisions shall apply if Borrower sells the Property to a third Person either (i) without Lender's consent; or (ii) with Lender's consent in a transaction in which Borrower is not released from liability under the Loan Documents:

(a) **No Release of Borrower.** No such action by Borrower nor any assumption of any or all of the Obligations by any transferee of the Property ("Transferee") shall be deemed to release Borrower or any other Person, from any liability under the terms of the Loan Documents, and Borrower and such Persons shall remain liable to Lender for the payment and performance of all of their respective obligations under the Loan Documents.

(b) **Actions Without Borrower's Consent.** Borrower agrees that Lender may do any one or all of the following without notice to or the consent of Borrower and without affecting Lender's rights or remedies against Borrower: (i) accelerate, accept partial payment of, compromise, settle, renew, extend the time for payment or performance of, or refuse to enforce any of Borrower's Obligations to Lender under or in connection with this Mortgage or any of the other Loan Documents; (ii) grant any indulgence or forbearance to the Transferee or any other Person under or in connection with any or all of the Loan Documents; (iii) release, waive, substitute or add any or all collateral securing payment of any or all of the Obligations; (iv) release, substitute or add any one or more endorsers or guarantors of any or all of the Obligations; (v) amend, supplement, alter or change in any respect whatsoever any term or provision of the Loan Documents or any other agreement relating to the Obligations; and (vi) exercise any right or remedy with respect to the Obligations or any collateral securing the Obligations, notwithstanding any effect on or impairment of Borrower's subrogation, reimbursement or other rights against the Transferee, whether by operation of Wyoming law or otherwise.

(c) **Waivers.** Borrower waives all rights which it may have (i) to require Lender to exhaust its rights and remedies against the Transferee, any other Person, or any collateral securing any or all of the Obligations before pursuing its rights and remedies against Borrower; (ii) to require Lender to exercise any right or power or to pursue any remedy which Lender may have under the Loan Documents or applicable law before pursuing its rights and remedies against Borrower; and (iii) to assert any defense to Lender's enforcement of its rights and remedies against Borrower based on an election of remedies by Lender or the manner in which Lender exercises any remedy which destroys, diminishes or interferes with any or all of Borrower's subrogation, reimbursement or other rights against the Transferee.

6.10 **Taxes Imposed on Lender.** If, after the date of this Mortgage, any Governmental Requirements are enacted for the purpose of taxing any lien on the Property or changing in any way the laws for the taxation of mortgage, deeds of trust or debts secured by deeds of trust, so as to impose on Lender payment of all or part of any Taxes assessed against the Property, then prior to the due date of such Taxes, Borrower shall pay all such Taxes and agree to pay such Taxes when levied or assessed against the Property or Lender; provided, however, that if such payment or agreement by Borrower shall not be permitted by law, Lender, at its option, shall have the right to declare any or all of the Obligations to be immediately due and payable upon notice to Borrower. Nothing contained in this Section shall be deemed to require Borrower to pay any franchise, estate, inheritance, income or similar tax imposed on Lender.

6.11 **Recourse Against Separate Property.** Each Borrower who is a married person agrees that Lender shall have the right to recourse against his or her community property and separate property for any or all Obligations to the fullest extent permitted by law.

6.12 **Defense of Actions and Protection of Security by Lender.** Whether or not an Event of Default has occurred, Lender shall have the right, but not the obligation, to appear in and defend any action or proceeding, whether commenced by or against Borrower, or any other Person, which affects or which Lender determines may affect any or all of the following: (a) the Property; (b) the Insurance Claims, Condemnation Claims, or Property Claims; (c) Lender's or Borrower's respective rights and obligations under the Loan Documents; (d) the Obligations; or (e) any other transaction or matter which affects Lender by reason of its interest in the Property. Lender shall have the right, but not the obligation, to commence and prosecute any action or proceeding which Lender determines to be necessary or appropriate to do any or all of the following: (i) prevent any damage, destruction, or injury to the Property; (ii) enforce or recover upon the Insurance Claims, Condemnation Claims, or Property Claims or collect the Insurance Proceeds, Condemnation Proceeds, or Property Proceeds pursuant to this Mortgage; (iii) preserve, protect, maintain, and defend the Property and Lender's lien thereon; or (iv) enforce or exercise any right, remedy or power available to or conferred on Lender under the Loan Documents or applicable law. Lender shall have the right to discontinue, suspend or dismiss any such action or proceeding which has been commenced by Lender at any time.

6.13 **Expenses.** Lender shall have the right to incur and pay all costs, fees, expenses, and liabilities that Lender determines to be necessary or appropriate in connection with any or all of the following matters (all such costs, fees, expenses and liabilities, excluding ordinary overhead expenses of Lender's respective regular business premises and salary expenses for Lender's respective clerical and supervisory personnel, are referred to collectively as the "Reimbursable Costs"): (a) costs and expenses incurred in the management, servicing, or administration of the Loan and any Future Advances which relate to Lender's review of those documents, transactions or other matters requiring Lender's approval under the terms of the Loan Documents; (b) the exercise of any or all of Lender's respective rights and remedies under the Loan Documents, including (i) all premiums and other costs and expenses paid or incurred by Lender in connection with Lender's obtaining any Insurance Policies; and (ii) all costs and expenses, including attorneys' fees and costs, incurred in connection with Lender's review, preparation, analysis, or negotiation, as applicable, of any of the further documents or other matters that are contemplated by the Loan Documents or that Lender has the right to require, review or approve pursuant to the Loan Documents, including Leases, estoppel certificates from any Tenant under any Lease or from any other Person, and non-disturbance, subordination or attornment agreements by any Tenant under any Lease or by any other Person; (c) the enforcement of any or all of the Obligations or any other obligation of any Person liable to Lender in connection with the Loan or any Future Advance, whether or not any legal action or proceeding is commenced by Lender; (d) the preservation, protection, maintenance, or defense of the Property or Lender's lien thereon; (e) the sale or disposition of the Property or any other collateral securing any or all of the Obligations; (f) the defense of any action or proceeding commenced by Borrower, or any other Person under Section 6.12 above; or (g) the commencement and prosecution of any action or proceeding by Lender with respect to any or all of the matters described in this Section or in Section 6.12 above, including an action for relief from any stay, injunction, or similar order or enactment arising under any federal or state bankruptcy, insolvency or similar law. Without limiting the terms of this Section, Lender shall have the right to do any or all of the following in connection with any of the matters described in this Section, and all costs, fees, expenses, and liabilities incurred or paid in connection therewith shall constitute Reimbursable Costs: (1) select, retain, and consult with attorneys, accountants, appraisers, contractors, brokers, architects, engineers and such other experts, consultants, advisors and third Persons as Lender determines to be necessary or appropriate; (2) settle, purchase, compromise or pay any or all claims, demands, and Liens; and (3) obtain any trustee's sale guaranty or other title insurance coverage relating to the Property which Lender determines to be necessary or appropriate. Wherever any of the terms of the Loan Documents provide for the payment or recovery of costs, fees, or other expenses (including attorneys' fees and costs), such term shall be deemed to provide for the payment or recovery of reasonable costs, fees, expenses, and reasonable attorneys' fees and costs.

6.14 **Payment of Advances by Borrower.** All Reimbursable Costs and all other costs, fees, expenses and liabilities incurred or paid by Lender under this Mortgage or any other provision of the Loan Documents or under applicable law in connection with the Obligations or the Property (a) shall be payable by Borrower to Lender on Lender's demand; (b) shall constitute additional indebtedness of Borrower to Lender; (c) shall be secured by this Mortgage; and (d) shall bear interest from the date of expenditure at the rate of interest applicable to principal under the Note. Nothing contained in this Mortgage shall be deemed to obligate Lender (i) to incur any costs, fees, expenses, or liabilities; (ii) to make any appearances in or defend any action or proceeding; or (iii) to commence or prosecute any action or proceeding relating to any matter.

6.15 **No Third Party Beneficiaries.** The Loan Documents are entered into for the sole protection and benefit of Lender and Borrower and their respective permitted successors and assigns. No other Person shall have any rights or causes of action under the Loan Documents.

6.16 **Notices.** All notices and demands by Lender to Borrower under this Mortgage and the other Loan Documents shall be in writing and shall be effective on the earliest of (a) personal delivery to Borrower; (b) two (2) days after deposit in first-class or certified United States mail, postage prepaid, addressed to Borrower at the address set forth in this Mortgage; and (c) one (1) business day after deposit with a reputable nationally recognized overnight delivery service, delivery charges prepaid, addressed to Borrower at the address set forth in this Mortgage; provided, however, nonreceipt by Borrower of any such notice or demand as a result of Borrower's refusal to accept delivery or Borrower's failure to notify the Lender of Borrower's change of address shall be deemed receipt by Borrower and provided further notwithstanding anything to the contrary contained in this Section, service of any notice of default or notice of sale provided or required by law shall, if mailed, be deemed effective on the date of mailing. All notices and demands by Borrower to Lender under this Mortgage shall be in writing and shall be effective on actual receipt by Lender at Lender's address set forth in this Mortgage; provided, however, that nonreceipt of any such notice or demand by Lender as a result of Lender's refusal to accept delivery or Lender's failure to notify Borrower of Lender's change of address shall be deemed receipt by Lender. Borrower's and Lender's respective addresses set forth in this Mortgage may be changed by written notice given to the other party in accordance with this Section. If Borrower consists of more than one Person, service of any notice or demand on any one of such Persons by Lender shall be effective service on Borrower for all purposes.

6.17 Performance of Covenants. Borrower shall perform and comply with all of its obligations under this Mortgage at Borrower's sole cost and expense.

6.18 Severability; Savings Clause. If any provision of the Loan Documents shall be held by any court of competent jurisdiction to be unlawful, voidable, void, or unenforceable for any reason, such provision shall be deemed to be severable from and shall in no way affect the validity or enforceability of the remaining provisions of the Loan Documents. Notwithstanding anything to the contrary contained in the Note or any of the other Loan Documents, the interest and other amounts paid or agreed to be paid to the Lender in consideration of the Loan evidenced by the Note (such interest and other amounts are referred to collectively as “Interest”) shall not exceed the maximum rate permitted under applicable usury laws. If, for any reason, the Interest exceeds the maximum rate permitted under applicable usury laws, then (a) all excess Interest amounts previously collected by the Lender shall be credited against the principal balance of the Note or, at the Lender’s option, to any other principal indebtedness of Borrower to Lender arising out of the Loan evidenced by the Note; (b) if the Note and all such other indebtedness have been paid in full, such excess amounts shall be refunded by the Lender to Borrower; and (c) the provisions of the Note shall automatically be deemed to be reformed and the amount of Interest payable hereunder shall automatically be deemed to be reduced, without the execution of any further documents by Borrower or Lender, so as to provide for the payment of Interest in an amount equal to, but not exceeding, the maximum rate permitted under applicable usury laws. All consideration paid to the Lender which constitutes Interest under applicable usury laws shall be amortized, prorated, allocated, or otherwise apportioned throughout the term of the Note so that, to the extent possible, the rate of interest on the principal amount of the Note does not exceed the maximum rate permitted under applicable usury laws.

6.19 Interpretation. Whenever the context of the Loan Documents reasonably requires, all words used in the singular shall be deemed to have been used in the plural, and the neuter gender shall be deemed to include the masculine and feminine gender, and vice versa. For purposes of this Mortgage, all references to the Property or Improvements shall be deemed to refer to all or any part of the Property or Improvements, respectively. The headings to sections of this Mortgage are for convenient reference only, and they do not in any way define or limit any of the terms of this Mortgage and shall not be used in interpreting this Mortgage. For purposes of this Mortgage, the term "including" shall be deemed to mean "including without limitation," and the term "document" shall include all written contracts, commitments, restrictions, agreements (including loan agreements), deeds of trust, mortgages, notes, and instruments.

6.20 Time of the Essence. Time is of the essence in the performance of each provision of the Loan Documents by Borrower.

6.21 Amendments. The Loan Documents (excluding the Guaranties) may be modified only by written agreement signed by Lender and Borrower.

6.22 Entire Agreement. The Loan Documents contain the entire agreement concerning the subject matter of the Loan Documents and supersede all prior and contemporaneous negotiations, agreements, statements, understandings, terms, conditions, representations and warranties, whether oral or written, between Lender and Borrower concerning the Loan and any Future Advances which are the subject matter of the Loan Documents.

6.23 No Waiver by Lender. No waiver by Lender of any of its rights or remedies in connection with the Obligations or of any of the terms or conditions of the Loan Documents shall be effective unless such waiver is in writing and signed by Lender. Without limiting the generality of this Section, (a) no delay or omission by Lender in exercising any of its rights or remedies in connection with the Obligations shall constitute or be construed as a waiver of such rights or remedies; (b) no waiver by Lender of any default by Borrower under the Loan Documents or consent by Lender to any act or omission by Borrower shall constitute or be construed as a waiver of or consent to any other or subsequent default, act or omission by Borrower; (c) no disbursement of the proceeds of the Loan or any Future Advance by Lender following any Event of Default shall constitute or be construed as a waiver of such Event of Default or obligate Lender to make any other disbursement under the Loan Documents; (d) no acceptance by Lender of any late payment or late or defective performance of any of the Obligations by Borrower shall constitute a waiver by Lender of the right to require prompt payment and performance strictly in accordance with the Loan Documents with respect to any other payment or performance of any of the Obligations; (e) no acceptance by Lender of any payment or performance following any notice of default which has been given or recorded by Lender shall constitute a waiver of Lender's right to proceed with the exercise of its remedies with respect to any Obligations which have not been paid or performed in full; (f) no acceptance by Lender of any partial payment or performance shall constitute a waiver by Lender of any of its rights or remedies relating to any Obligations which have not been paid or performed in full; and (g) no application of Rents and Profits, Insurance Proceeds, Condemnation Proceeds or Property Proceeds to any of the Obligations shall constitute or be construed as a waiver by Lender or cure of any Event of Default or impair, prejudice, invalidate or otherwise affect any action by Lender in response to such default.

6.24 Waivers by Borrower. Borrower waives presentment, demand for payment, protest, notice of demand, dishonor, protest and non-payment, and all other notices and demands in connection with the delivery, acceptance, performance, default under, and enforcement of the Loan Documents. Borrower waives the right to assert any statute of limitations as a defense to the enforcement of any or all of the Loan Documents to the fullest extent permitted by law. To the extent permitted by applicable law, Borrower waives all rights, remedies, and benefits under Wyoming law. To the extent permitted by applicable law, in the event of Borrower's payment in partial satisfaction of any or all of the Obligations, Lender shall have the sole and exclusive right and authority to designate the portion of the Obligations that is to be satisfied.

6.25 **Waiver of Marshalling.** Borrower and all Persons holding a Lien affecting the Property who have actual or constructive notice of this Mortgage waive (a) all rights to require marshalling of assets or liens in the event of Lender's exercise of any of its rights and remedies under this Mortgage, including any judicial or nonjudicial foreclosure sale of the Property; (b) all rights to require Lender to exhaust its rights and remedies against any other collateral securing any or all of the Obligations before pursuing its rights and remedies under this Mortgage; and (c) all rights to require Lender to exercise any other right or power or to pursue any other remedy which Lender may have under any document or applicable law before pursuing its rights and remedies under this Mortgage.

6.26 **Waiver of Subrogation.** Borrower waives all rights to recover against Lender for any loss or damage incurred by Borrower from any cause which is insured under any of the Insurance Policies, except that the foregoing waiver of subrogation shall not be effective with respect to any Insurance Policy if the coverage under such policy would be materially reduced or impaired as a result of such waiver. Borrower shall use its best efforts to obtain Insurance Policies which permit the waiver of subrogation contained in this Section.

6.27 **Cumulative Remedies.** No right or remedy of Lender under this Mortgage or the other Loan Documents shall be exclusive of any other right or remedy under the Loan Documents or to which Lender may be entitled. Lender's rights and remedies under the Loan Documents are cumulative and in addition to all other rights and remedies which Lender may have under any other document with Borrower and under applicable law. Lender shall have the right to exercise any one or more of its rights and remedies in connection with the Obligations at Lender's option and in its sole and absolute discretion, without notice to Borrower or any other Person (except as otherwise expressly required by law or under the Loan Documents), and in such order as Lender may determine in its sole and absolute discretion. If Lender holds any collateral in addition to the Property for any of the Obligations, Lender, at its option, shall have the right to pursue its rights or remedies with respect to such other collateral either before, contemporaneously with, or after Lender's exercise of its rights or remedies with respect to the Property. Upon the occurrence of an Event of Default, Lender, at its option, shall have the right to offset against any debt or monies due from Lender to Borrower against all or part of the Obligations.

6.28 **Subrogation to Lien Rights.** If any or all of the proceeds of the Note or any Future Advance are directly or indirectly used to pay any outstanding Lien against the Property, or if Lender pays or discharges any Lien pursuant to any of the terms of the Loan Documents or under applicable law, Lender shall be subrogated to all rights and liens held by the holder of such Lien, regardless of whether such Lien is released.

6.29 **Joint and Several Liability.** Each Person signing this Mortgage as Borrower shall be jointly and severally liable to Lender for the performance of Borrower's obligations under the Loan Documents. If Borrower consists of more than one Person, the occurrence of any Event of Default with respect to any one or more of such Persons shall constitute an Event of Default and entitle Lender to exercise its rights and remedies under Article 4 of this Mortgage.

6.30 **Sale of Loan Documents and Participations.** Lender shall have the right to do any or all of the following at any time without prior notice to or the consent of Borrower or any other Person: (a) to sell, transfer, pledge or assign any or all of Loan Documents, or any or all servicing rights with respect thereto; (b) to sell, transfer, pledge or assign participations in the Loan Documents ("Participations"); and (c) to issue mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (the "Securities"). Lender is authorized to forward or disclose to each purchaser, transferee, assignee, servicer, participant, or investor in such Participations or Securities (collectively, the "Investor") or any Rating Agency rating such Securities, each prospective Investor, and any organization maintaining databases on the underwriting and performance of commercial mortgage loans, all documents and information which Lender now has or may hereafter acquire relating to the Loan and to Borrower as Lender determines to be necessary or desirable. Upon Lender's request, Borrower shall reasonably cooperate with Lender in connection with any of the transactions contemplated by this Section. Notwithstanding anything to the contrary contained in this Mortgage or any of the other Loan Documents, from and after the date of any sale, transfer or assignment of the Note and other Loan Documents by Lender, the cross-default provision contained in Section 3.3 of this Mortgage shall terminate and shall be of no further force or effect.

6.31 **Applicable Law; Jurisdiction.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Wyoming. Borrower consents to personal jurisdiction over Borrower by the courts of the State of Wyoming and agrees that service of process on Borrower may be effected by certified or registered mail, return receipt requested, directed to Borrower at its address shown in this Mortgage.

6.32 **Successors.** Subject to the restrictions contained in the Loan Documents, the Loan Documents shall be binding upon and inure to the benefit of Lender and Borrower and their respective permitted successors and assigns.

6.33 **Power of Attorney.** Borrower irrevocably appoints Lender, with full power of substitution, as Borrower's attorney-in-fact, coupled with an interest, with full power, in Lender's own name or in the name of Borrower (a) to take any or all of the actions specified in Article 4 above with respect to the Property; and (b) to sign and record notices of completion, notices of cessation of labor, and any other similar notice or document which Lender determines to be necessary or appropriate to protect its interests in connection with the Obligations. Lender shall have the right to exercise the power of attorney granted in this Section directly or to delegate all or part of such power to one or more agents of Lender. Nothing contained in this Mortgage shall be construed to obligate Lender to act on behalf of Borrower as attorney-in-fact.

6.34 **No Merger.** There shall be no merger of any estate in the Property which Borrower acquires after the date of this Mortgage with all or any portion of the estate in the Property which Borrower holds as of the date of this Mortgage, unless Lender shall expressly agree otherwise in writing.

6.35 **Request for Notices.** Borrower hereby requests that a copy of any notice of default and notice of sale as may be required by law be mailed to Borrower at its address stated above.

ARTICLE 7

UNIFORM COMMERCIAL CODE SECURITY AGREEMENT

7.1 **Uniform Commercial Code Security Agreement.** Article 7 of this Mortgage constitutes a security agreement pursuant to the Wyoming Uniform Commercial Code (the "Code"). To secure payment and performance of the Obligations, Borrower grants Lender a security interest in all now owned and hereafter acquired personal property of Borrower obtained for or in connection with the design, planning, construction, development, use, operation, management, maintenance, or marketing of the Property (collectively, the "Collateral"), including the following: (a) all fixtures, machinery, machines, motor vehicles, tools, parts, equipment, pumps, engines, motors, boilers, incinerators, building materials, inventory, supplies, goods, systems for the supply or distribution of heat, air conditioning, electricity, gas, water, air or light, elevators and related machinery and equipment, fire prevention and extinguishing equipment, security and access control equipment, plumbing, showers, bath tubs, water heaters, toilets, sinks, stoves, ranges, refrigerators, dishwashers, disposals, laundry equipment, wall, window and floor coverings, partitions, doors, windows, hardware, waste and rubbish removal equipment, recreational equipment, signs, furniture, furnishings, appliances, telephone equipment, computer systems, office equipment and supplies, plants, carpets, rugs, sculptures, art work, mirrors, tables, lamps, beds, television sets, light fixtures, chandeliers, desks, cabinets, bookcases, chairs, sofas, benches, and janitorial and maintenance equipment and supplies, and all substitutions, accessories, accessions, replacements, improvements, and additions to any or all of the foregoing; (b) all deposits, advance payments, security deposits, and rental payments made by or on behalf of Borrower to others in connection with the Property and relating to any or all of the following: (i) management or operational services; (ii) marketing services; (iii) architectural, engineering, or design services; (iv) utility services; (v) cleaning, maintenance, security, or repair services; (vi) rubbish or refuse removal services; (vii) sewer services; (viii) rental of furnishings, fixtures or equipment; (ix) parking; or (x) any service similar to any or all of the foregoing; (c) all reports, appraisals, drawings, plans, blueprints, studies, specifications, certificates of occupancy, building permits, grading permits, and surveys relating to all or part of the Property, and all amendments, modifications, supplements, general conditions and addenda thereto; (d) all trade names, trademarks, trade styles, service marks, logos, letterheads, advertising symbols, goodwill, telephone numbers, advertising rights, negatives, prints, brochures, flyers, pamphlets and other media items used or intended to be used in connection with the Property; (e) all warranties and guaranties, whether written or oral, from any third Person which directly or indirectly relate to all or part of the Property or personal property described in parts (a) through (d) of this Section 7.1; (f) all legal and equitable claims, causes of action, and rights against architects, engineers, designers, contractors, subcontractors, suppliers, materialmen and any other Persons supplying labor, services, materials or equipment, directly or indirectly, in connection with the design, planning, construction, development, use, operation, management, maintenance, or marketing of all or part of the Property; (g) all Condemnation Claims, Condemnation Proceeds, Property Claims, Property Proceeds, Insurance Claims, and Insurance Proceeds (regardless of whether or not Lender required Borrower to obtain or maintain in effect the Insurance Policy or Insurance Policies under which the Insurance Claims arise or the Insurance Proceeds are payable); (h) all real property tax refund claims, general intangibles, accounts, deposit accounts, documents, instruments, chattel paper, and accounts receivable relating to the design, planning, construction, development, use, operation, management, maintenance or marketing of all or part of the Property, including any right to payment for goods sold or leased or to be sold or leased or for services rendered or to be rendered, however evidenced, including purchase orders, negotiable documents, notes, drafts, acceptances, claims, instruments, insurance policies, and all other forms of obligations and receivables; and (i) all products and proceeds of any or all of the foregoing personal property, including all money, deposit accounts, accounts, chattel paper, documents, notes, drafts, instruments, insurance proceeds, and all other tangible and intangible property resulting from the sale, lease, or other disposition of any or all of the foregoing personal property. However, notwithstanding anything to the contrary in this Mortgage, including without limitation, this Section 7.1, in the event that the Property is or will be located in an area designated by the Administrator of the Federal Emergency Management Agency, or any successor thereto, as being within a flood plain or special flood hazard area, the personal property Collateral or Fixtures securing this Mortgage shall be limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act on 1968 (42 U.S.C. §4001), as amended, or any successor statutes. Lender's security interest shall not extend to any other personal property Collateral owned by Trustor in connection with the Property.

7.2 **Filing.** Borrower agrees that Lender may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items of Collateral specified in Section 7.1 above which is or may be part of the Property. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions to this Mortgage in such form as Lender may require to perfect a security interest with respect to all or part of the Collateral. Borrower shall pay all costs of filing of such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all costs and expenses of any record searches for financing statements Lender may reasonably require.

7.3 Additional Covenants of Borrower. Borrower, at its sole cost and expense, (a) shall give Lender at least thirty (30) days prior written notice of any change in Borrower's principal place of business and the acquisition or use of a trade name or style by Borrower; (b) shall promptly notify Lender in writing of any claim, lien, security interest, right, encumbrance or any other occurrence which may be adverse to Lender's security interest in the Collateral; (c) shall defend the Collateral from all claims, liens, security interests, rights, encumbrances and other matters which are adverse to Lender's security interest in the Collateral; (d) shall promptly pay all costs and expenses relating to the purchase, ownership, or use of the Collateral, including all liens, taxes, assessments and charges of Governmental Authorities levied, assessed or imposed on all or part of the Collateral; (e) shall not sell, transfer, pledge, hypothecate, lease or otherwise dispose of or abandon all or part of the Collateral without Lender's prior written consent, except for the sale of inventory in the ordinary course of Borrower's business or the disposition of any Collateral which is replaced with new Collateral of substantially comparable value and utility; (f) shall not remove any material part of the Collateral which consists of tangible personal property from its location on the Property without Lender's prior written consent; (g) shall, upon Lender's request, give notice, in form and substance acceptable to Lender, to any or all account debtors designated by Lender of Borrower's grant of a security interest in any Collateral which consists of accounts, contract rights, instruments, documents, or general intangibles (referred to collectively as the "Accounts" and individually as an "Account"); (h) following the occurrence of any Event of Default, shall not compromise, settle, adjust, or grant any discount, credit, or allowance to any Account debtor without Lender's prior written consent; (i) shall undertake any and all other acts necessary or appropriate to maintain, preserve and protect the Collateral and Lender's security interest therein, including any actions requested by Lender; and (j) shall execute and deliver to Lender such other documents as Lender may request in order to evidence, effectuate, perfect, maintain, preserve or protect Lender's security interest in the Collateral, including financing statements, continuation financing statements, financing statement amendments, security agreements, and assignments. If Borrower fails to execute and deliver to Lender any document requested by Lender pursuant Section 7.3(j) within ten (10) days after such request, then Borrower irrevocably appoints Lender, with full power of substitution, as Borrower's attorney-in-fact, coupled with an interest, with full power, in its own name or in the name of Borrower, to execute such document on behalf of Borrower. Borrower has set forth above its full and correct name, and Borrower does not presently use any other names or tradenames, except for those tradenames specifically disclosed in writing by Borrower to Lender prior to the recordation of this Mortgage. Nothing contained in this Article 7 shall be construed to obligate Lender to act on behalf of Borrower as attorney-in-fact.

7.4 Rights and Additional Remedies of Lender under Uniform Commercial Code. Without limiting Article 4 above, upon the occurrence of an Event of Default, Lender shall have the following additional rights and remedies with respect to the Collateral: (a) Lender shall have all the rights and remedies of a secured party under the Code and under any other applicable law, and, at Lender's option, shall also have the right to invoke any or all of the remedies provided in Article 4 of this Mortgage with respect to the Collateral, and in exercising any of such remedies, Lender may proceed against the items of real property and any items of Collateral separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Code or of the remedies provided in Article 4 of this Mortgage; (b) Lender, at its option, shall have the right (i) to direct any or all Account debtors to make payment directly to Lender; (ii) to demand, collect, receive and give receipts for any and all money and other property due or to become due in connection with all or part of the Collateral, including any of the Accounts; (iii) to take possession of and endorse and collect any or all notes, checks, drafts, money orders, or other instruments of payment relating to all or part of the Collateral or proceeds of the Collateral, including any of the Accounts; and (iv) to file any claim and take any other action which Lender determines to be appropriate for the purpose of collecting any or all of the Accounts and to compromise, adjust or settle Accounts for less than face value thereof, and to execute all releases and other documents in connection therewith; provided, however, that Lender shall not be obligated in any manner to make any demand for or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or take any action to collect or enforce the payment of any or all of the Accounts; (c) should Lender seek to take possession of any or all of the Collateral by court process, Borrower irrevocably and unconditionally agrees that a receiver may be appointed by a court for such purpose without regard to the adequacy of the security for the Obligations; and (d) Borrower irrevocably appoints Lender, with full power of substitution, as Borrower's attorney-in-fact, coupled with an interest, with full power, in its own name or in the name of Borrower to take any or all of the actions described Section 7.4(b) after the occurrence of an Event of Default. Lender, at its option, and whether or not an Event of Default exists, shall at all times have the right [A] to take such actions as Lender determines to be necessary or appropriate to maintain, preserve and protect the Collateral and Lender's security interest therein; and [B] to give notice to any Account debtor containing such information and instructions concerning the existence of Lender's security interest and rights in the Collateral under this Mortgage as Lender determines to be necessary or appropriate to protect its interest.

7.5 Fixtures. The Collateral in which Lender has a security interest under this Article 7 includes goods which are or may become Fixtures on the Property. This Mortgage constitutes a fixture filing pursuant to the terms of Sections 9313 and 9402 of the Code which shall be recorded in the real estate records of the county in which the Property is located. In that regard, the following information is provided:

Name of Debtor: Community Center for the Arts
Address of Debtor: 240 S. Glenwood and 265 S. Cache Street, Jackson, Wyoming 83001
Name of Secured Party: First Republic Bank
Address of Secured Party: 111 Pine Street, San Francisco, California 94111

NOTICE TO BORROWER: THIS DOCUMENT OR THE NOTE SECURED BY THIS DOCUMENT MAY CONTAIN PROVISIONS FOR A VARIABLE INTEREST RATE AND FOR VARIABLE PAYMENT AMOUNTS.

[Signature Page to Follow]

BORROWER:

Community Center for the Arts, a Wyoming nonprofit corporation

By: __________________________
Name: __________________________
Its: __________________________

State of Wyoming

County of Teton

This instrument was acknowledged before me on _____________ __, 2021 by ________________, ________________of the

Community Center for the Arts, a Wyoming nonprofit corporation.

(Seal, if any) (Signature of notarial officer)

Title (and Rank)

[My commission expires: __________]

MORTGAGE

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

A portion of the NE¼NE¼ of Section 33, Township 41 North, Range 116 West, Teton County, Wyoming, beginning at the northeast corner of a tract of land (from whence the northeast corner of Section 33, Township 41, North of Range 116 West of the Sixth Principal Meridian, bears east thirty feet and north six hundred sixty feet) thence proceeding west 163 feet to Corner No. Two; thence proceeding south 685 feet to Corner No. Three; thence east 163 feet to Corner No. Four; thence north 685 feet to the place of beginning.

PARCEL 2:

Lots 8, 9, 10, 11, 12, 13, 14, and the East ½ of Lot 15 of Block 1 of the Second Wort Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on September 28, 1940 as Plat No. 129.

PIDN: 22-41-16-33-1-00-023, 22-41-16-33-1-09-004

16079275_v4

Recording requested by and when recorded mail to: Levy Coleman Brodie, LLP P.O. Box 7372 Jackson, WY 83002 Attn: James A. Coleman, Esq.	

THIS SPACE FOR RECORDER'S USE ONLY

MEMORANDUM OF RESTATED LEASE AGREEMENT

THIS MEMORANDUM OF RESTATED LEASE AGREEMENT ("Memorandum") made effective the 15th day of June, 2016, by and between Teton County, a duly organized county within the State of Wyoming, the Town of Jackson, a Municipal Corporation, a municipal corporation of the State of Wyoming (collectively "Lessors"), and the Community Center for the Arts, a Wyoming nonprofit corporation ("Lessee").

W I T N E S S E T H:

1. Lessors own the real property (the "Leased Premises") specifically described as:

> A portion of the NEI/4NEI/4 of Section 33, T41N, R116W, Teton County, Wyoming, beginning at the northeast corner of a tract of land (from whence the northeast corner of section No. 33, Township 41, North of Range 116 West of the Sixth Principal Meridian, bears east thirty feet and north six hundred sixty feet) thence proceeding west 163 feet to corner No. two; thence proceeding south 685 feet to corner No. three; thence east 163 feet to corner No. four; thence north 685 feet to place of beginning.
>
> and
>
> Lots 8, 9, 10, 11, 12, 13, and 14 of Block 1 of the Second Wart Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded September 28, 1940 as Plat No. 129.
>
> and
>
> The East 1/2 of Lot 15 and an easement on the West 1/2 of Lot 15 (reserved in that Warranty Deed dated November 21, 1980 recorded

on November 21, 1980 in Book 106 of Photo at pp 26 and 26A, as Instrument No. 218783) of Block 1 of the Second Wort Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded September 28, 1940 as Plat No. 129.

2. Lessors, as landlord, and Lessee, as tenant, have entered into a Restated Lease Agreement dated June 15, 2016, for the lease of Leased Premises (the "Restated Lease").

3. Lessors hereby lease the Leased Premises unto Lessee, and Lessee hereby leases the Leased Premises from Lessor, subject to the terms, covenants and conditions contained in the Restated Lease.

4. The initial term of the Restated Lease is ongoing having commenced on June 15, 2016, and runs through June 14, 2066. The Restated Lease is thereafter further subject to extension by way of two (2) lease extensions, the first such lease extension having a term of twenty-five (25) years, and the second such lease extension having a term of twenty-four (24) years.

5. This Memorandum may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

(Memorandum of Restated Lease Agreement signature block beginnings on next page)

IN WITNESS WHEREOF, Lessors and Lessee have executed this Memorandum of Restated Lease Agreement effective as of the day and year first above written intending to be legally bound hereby.

LESSORS:

Town of Jackson, a Municipal Corporation,
a municipal corporation of the State of Wyoming

By:____________________________
Hailey Morton Levinson, Mayor

ATTEST: ______________________________
, Town Clerk

STATE OF ____________________)
) ss.
COUNTY OF __________________)

The foregoing Memorandum of Restated Lease Agreement was acknowledged before me by Hailey Morton Levinson as Mayor of the Town of Jackson this ___ day of April, 2021.

WITNESS my hand and official seal.

____
Notary Public
(seal) My commission expires:

STATE OF ____________________)
) ss.
COUNTY OF __________________)

The foregoing Memorandum of Restated Lease Agreement was acknowledged before me by __________________ as Town Clerk of the Town of Jackson this ___ day of April, 2021.

WITNESS my hand and official seal.

____
Notary Public

(signatures continue on following page)

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

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

ATTEST: _________________________________
Maureen E. Murphy, Teton County Clerk

STATE OF ____________________)
) ss.
COUNTY OF __________________)

The foregoing Memorandum of Restated Lease Agreement was acknowledged before me by Natalia D. Macker as Chairwoman of the Teton County Board of Commissioners this ___ day of April, 2021.

WITNESS my hand and official seal.

____
Notary Public
(seal) My commission expires:

STATE OF ____________________)
) ss.
COUNTY OF __________________)

The foregoing Memorandum of Restated Lease Agreement was acknowledged before me by Maureen E. Murphy as Teton County Clerk this ___ day of April, 2021.

WITNESS my hand and official seal.

____
Notary Public

(signatures continue on next page)

LESSEE:

Community Center for the Arts,
a Wyoming nonprofit corporation

By:____________________________
David Hopkins, Chairman of the
Board of Directors

STATE OF ____________________)
) ss.
COUNTY OF __________________)

The foregoing Memorandum of Restated Lease Agreement was acknowledged before me by David Hopkins as Chairman of the Board of Directors of the Community Center for the Arts this ___ day of April, 2021.

WITNESS my hand and official seal.

____
Notary Public
(seal) My commission expires:

LANDLORDS' CONSENT & ESTOPPEL CERTIFICATE

This Landlords' Consent & Estoppel Certificate is executed by Teton County, a duly organized county within the State of Wyoming, and the Town of Jackson, a Municipal Corporation, a municipal corporation of the State of Wyoming (collectively, "Landlord") in favor of First Republic Bank ("Lender") with the intent that Lender shall rely upon the same in making a loan (the "Loan") in the principal amount of [To Be Decided – not to exceed Nine Hundred Ten Thousand and 00/100 Dollars ($910,000.00)] to the Community Center for the Arts, a Wyoming nonprofit corporation ("Tenant"), secured by a First Lien Leasehold Mortgage, Assignment of Leases Rents, Security Agreement, and Fixture Filing (the "Mortgage") encumbering the "Lease" (as defined below) and Tenant's now and hereafter acquired interest in the "Property" (as defined below). Landlord hereby agrees in favor of Lender as follows:

1. Landlord and Tenant are parties to that certain Restated Lease Agreement dated June 15, 2016 (together with any modifications and amendments thereof that hereafter may be executed in writing and approved in advance in writing by Lender, the "Lease"). No such modifications or amendments are now contemplated. The documents described above constitute the entire Lease, and contain the entire agreement between Landlord and Tenant with respect to the Property, and Landlord and Tenant have no agreements pertaining to any other real property or improvements. Except only as expressly set forth in the above-described documents, the Lease has not been modified or amended. The real property demised pursuant to the Lease consists of community arts and education center and additional improvements, all as more particularly described in the Lease and attached hereto as Exhibit B (the "Property"). A true and correct copy of the entire Lease is attached hereto as Exhibit A. All terms which are capitalized herein but not defined herein shall have the meanings assigned to them in the Lease.

2. The Lease has been duly authorized, executed, and delivered by Landlord, and is in full force and effect. All conditions and contingencies to the effectiveness of the Lease and the commencement of the initial term thereof (the "Initial Term"). The Initial Term of the Lease is scheduled to expire on June 15, 2066. There are no options to extend the Initial Term other than two consecutive options. The first option term is for 25 years. The second option term is for 24 years. The Initial Term of the Lease plus the term of any options to extend which have been exercised is referred to herein as the "Term". There are no rights to terminate the Term.

3. To the best knowledge of Landlord, no default exists under the Lease in the performance of any of the terms, covenants, and conditions of the Lease required to be performed by Landlord or Tenant, and no defense, offset, or counterclaim exists in favor of Landlord or Tenant.

4. Landlord is the owner of the Property and of the lessor's interest in the Lease. Neither the fee interest in the Property or the lessor's interest in the Lease has been transferred or encumbered.

5. No rent or other compensation to Landlord under the Lease has accrued and remains unpaid. The next payment of rent is due _______________, 2021, in the amount of $100.00. No

prepayments of rent or other compensation to Landlord have been paid. There is no security deposit payable by Tenant under the Lease.

6. Landlord has not received any notice of any assignment, transfer, or encumbrance of the interest of Tenant in the Lease or any rights of Tenant thereunder, except in favor of Lender.

7. No modification or amendment of the Lease shall occur or be effective without the prior written consent of Lender.

8. Landlord acknowledges and consents to Tenant's execution and delivery of the Mortgage, and to the recording of the same in the County where the Property is located. If the Mortgage is foreclosed, or if Tenant's estate is transferred by deed in lieu of foreclosure, then such foreclosure or deed in lieu of foreclosure shall not be deemed a violation of any restrictions on transfer set forth in the Lease. Further, to the extent, if any, that Landlord has the right to consent or withhold consent to any such foreclosure or deed in lieu of foreclosure with respect to the Mortgage, or to any transfer following any such foreclosure of deed in lieu of foreclosure, such consent is hereby granted as long as such transferee agrees to operate the Property in accordance with the terms and conditions of the Lease.

9. Landlord will give to Lender written notice of any default of Tenant under the Lease, and will allow Lender such grace periods and periods for cure as are provided for the benefit of a Lender pursuant to the Lease.

10. Lender shall be entitled to all notices, communications, grace periods, curative time periods, rights, benefits, privileges and protections afforded to a leasehold mortgagee under the Lease, and Landlord will recognize and accept the performance by Lender of any act or thing required to be done by Tenant under the terms of the Lease and will accept such performance as if it were performed by Tenant.

11. All notices pertaining to this Estoppel Certificate shall be in writing. All notices hereunder shall be deemed to have been duly given if mailed by United States registered or certified mail, with return receipt requested, postage prepaid, or by United States Express Mail or by reputable overnight courier service to the parties at the addresses set forth below (or at such other addresses as shall be given in writing by any party to the others) and shall be deemed complete upon receipt or refusal to accept delivery as indicated in the return receipt or in the records of such United States Express Mail or courier service. The addresses for notice are as follows:

To Landlord: Teton County
PO Box 1727
Jackson, Wyoming 83001

Town of Jackson
PO Box 1687
Jackson, Wyoming 83001

To Lender: First Republic Bank
111 Pine Street
San Francisco, CA 94111
Attention: Legal Department

To Tenant: Community Center for the Arts
Attn: Executive Director
PO Box 860
Jackson, Wyoming 83001

12. The provisions of this Estoppel Certificate shall remain effective for so long as any obligation is outstanding under the Loan. Without limitation of the foregoing, the provisions of this Estoppel Certificate and of the Lease which accord to Lender any rights (including the right to a new lease) following the termination or rejection of the Lease shall continue in full force and effect so long as any obligations remain outstanding under the Loan, irrespective of whether or not the Lease has been terminated or rejected, and whether or not the Mortgage shall then encumber Tenant's interest in the Lease.

13. To the extent that anything in this Estoppel Certificate is inconsistent with anything in the Lease, this Estoppel Certificate shall control, and the Lease is to that extent modified and amended hereby.

14. This Estoppel Certificate shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

15. Where this Estoppel Certificate refers to any provisions of statutory law, such reference shall apply to any successor statute.

16. Landlord and Lender acknowledge that Section VI.A. of the Lease prohibits assignment, mortgage, hypothecation, transfer, or other encumbrance of the Property and Lease but excepts from such prohibition a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated March 15, 2004, given by Tenant to First Interstate Bank (the "First Interstate Mortgage"). The Mortgage will replace the First Interstate Mortgage which will be released in conjunction with the filing of the Mortgage. Upon the execution and filing of the Mortgage and except as set forth therein, there shall be no further assignment, mortgage, hypothecation, transfer, or other encumbrance of the Property and Lease without Landlord's consent.

[Signature Page Follows]

In witness whereof, the parties have executed this Estoppel Certificate as of ____________________ ____, 2021.

Landlord:

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

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

Attest:

____
Maureen E. Murphy, Teton County Clerk

Town of Jackson, a Municipal Corporation, a municipal corporation of the State of Wyoming

By:____
Hailey Morton Levinson, Mayor

Attest:

____

Town of Jackson Clerk

Lender:

First Republic Bank

By: ______________________________

Name: ______________________________

Title: ______________________________

Tenant:

Tenant hereby acknowledges and agrees to all of the provisions of this Estoppel Certificate, and agrees to the provisions regarding the Lease as set forth herein.

Community Center for the Arts, a Wyoming nonprofit corporation

By: ______________________________
Name: ______________________________
Its: ______________________________

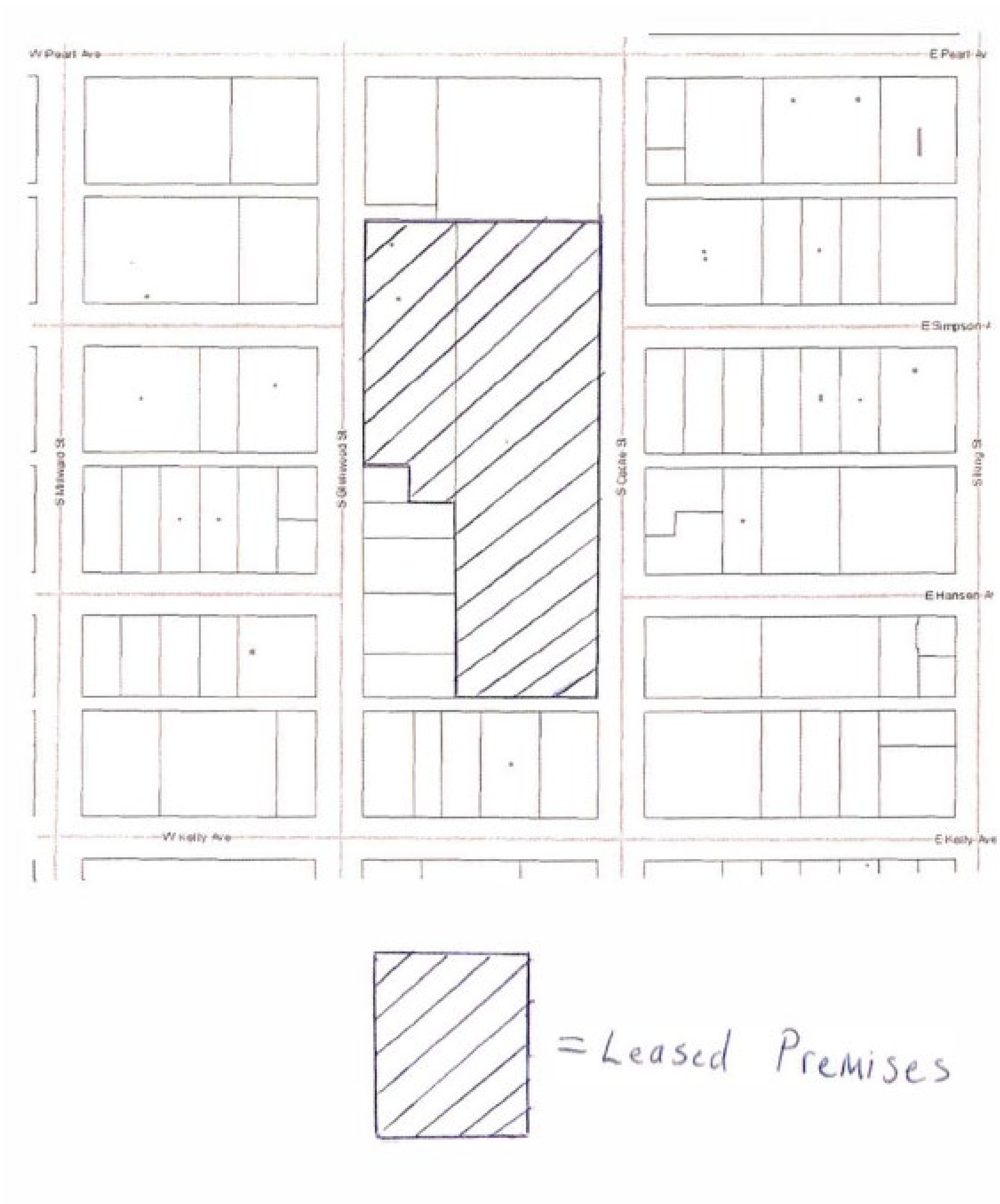
EXHIBIT A

The Lease

[Attached Hereto]

<u>**EXHIBIT B**</u>

Property



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TOWN COUNCIL BOARD OF COMMISSIONERS

JOINT INFORMATION MEETING

AGENDA DOCUMENTATION

PREPARATION DATE: April 7, 2021

MEETING DATE: April 12, 2021

SUBJECT: Update on Northern South Park Neighborhood Planning Process (MSC2020-0022)

SUBMITTING DEPT: Long-Range Planning

DEPT. DIRECTORS: Chris Neubecker & Tyler Sinclair

PRESENTERS: Chris Neubecker & Tyler Sinclair

PURPOSE/REQUESTED ACTION

The purpose of this item is to update the Board of County Commissioners and Town Council on the status and progress of the Northern South Park neighborhood plan project. No action is requested.

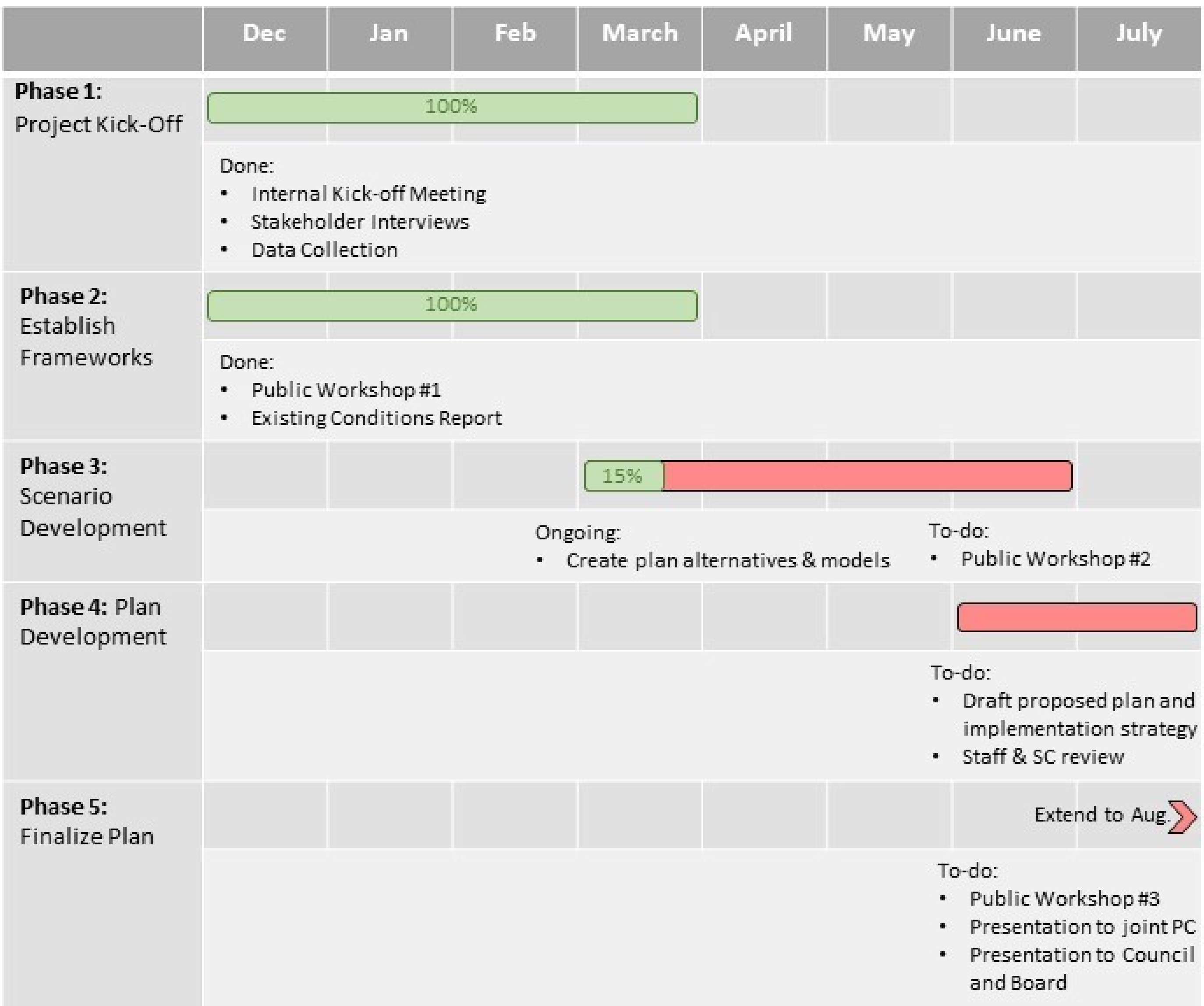
BACKGROUND

Development of a neighborhood plan for the Northern South Park subarea was directed by the Board of County Commissioners and Town Council. Project events to date are listed below.

- **July 21, 2020:** Project approved by the Board of County Commissioners and Town Council in the Fiscal Year 2021 Work Plan
- **September 21:** Request for Proposals released by Staff initiated consultant search
- **November 17:** Contract approved with Opticos Design as selected consultant team, with $400,000 budget and December 2020-July 2021 projected timeline.
- **December 2:** Project team kick-off meeting
- **December 8:** Board of County Commissioners appointed Northern South Park Steering Committee from community applicants
- **December 18:** Steering Committee meeting
- **January 15, 2021:** Steering Committee meeting
- **February 11-March 4**: Project stakeholder outreach interviews (29 total)
- **February 26:** Steering Committee meeting
- **February 22-March 7:** Online community visioning survey open (Surveymonkey website)
- **March 10:** Online public workshop (via Zoom)
- **March 10-28:** Post-workshop online engagement tools open (Konveio website)

STAFF ANALYSIS

Since we are at the halfway point in this project, Opticos Design provided staff with an interim progress assessment concluding that the project is currently within the agreed upon budget, but the timeline will likely be extended by a month through the end of August 2021. The initial project timeline underestimated the time needed outside of scheduled workshops for public participation with online engagement tools and the time needed for Steering Committee and agency/technical review of project deliverables. The Existing Conditions Report draft is complete, but staff and Opticos are still incorporating comments and suggestions from the Steering Committee and local technical and agency experts. This report will be emailed to the Boards once finalized, since it is not attached to this staff report. Staff has prepared the following simplified Gantt chart summarizing overall project progress, completed tasks, ongoing tasks, and future tasks.



PLANNING COMMISSIONS & STAFF RECOMMENDATIONS

Not applicable; no action is requested for this item.

ATTACHMENTS

1. Project Scope and Schedules
    a. Approved Opticos contract and scope of work
    b. Northern South Park Steering Committee meeting schedule
2. Phase 1 (Project Kick-Off) Deliverables
    a. Stakeholder Interview Summary
    b. Community Survey #1 Summary
3. Phase 2 (Establish Frameworks) Deliverables
    a. Public Workshop #1 Summary
4. Public Comment
    a. Letter from Scott Pierson on Steering Committee, March 19, 2021
    b. Jackson Hole Working, March 26, 2021 & January 18, 2021
    c. Letter and materials from JH Conservation Alliance, April 6, 2021

STAKEHOLDER ANALYSIS

The first half of this project focused on building a foundation of public input. This input informs creation of plan alternatives, modeling of those alternatives, and prioritization and optimization of a preferred alternative that will be presented as a proposed Northern South Park neighborhood plan. Participants include the seven Board-appointed Steering Committee members, 29 project stakeholders selected by staff and the Steering Committee, and hundreds of members of the general public who participated in the first online survey, attended Workshop #1 or used the post-workshop online tools. The results of these engagement efforts are summarized in the attachments section of this staff report.

STEERING COMMITTEE

The Steering Committee for this project is comprised of five applicants from the public appointed by the Board of County Commissioners (in consideration of Town Council recommendation) and two representatives of the primary landowners in the project area. Based on Opticos' project design to garner the most value from this group within the constraints of the project timeline, Steering Committee guidance is focused as proactive input as the project progresses. The Steering Committee meeting schedule attached to this staff report emphasizes Steering Committee involvement now, to inform and engage Opticos' development of plan alternatives for consideration, and prior to public and formal review of the proposed neighborhood plan, to highlight potential weaknesses and focus refinements important to the community.

PUBLIC COMMENT

General public comment sent to the Board of Commissioners or Town Council and received outside of the public participation program designed for this project is compiled as an attachment to this staff report.

FISCAL IMPACT

Of the $400,000 approved funding for consultant services to complete this project, $76,634 has been paid for work completed through March 31, 2021 with $323,366 still remaining in the budget. With initial budget allocations of $250,000 and $150,000 respectively, Teton County is billed 62.5% and Town of Jackson is billed 37.5% of every invoice.

Project Phase	Billing Period	Amount Paid	Amount Remaining
Phase 1: Project Kick-Off	November - February	$20,680	$8,347
Phase 2: Establish Frameworks	December - March	$41,960	$17,655
Phase 3: Scenario Development	March - ongoing	$13,994	$176,124
Phase 4: Plan Development	Upcoming	$0	$98,920
Phase 5: Finalize Plan	Upcoming	$0	$22,320
Total		**$76,634**	**$323,366**

STAFF IMPACT

In the approved Fiscal Year 2021 Work Plan, this project was estimated to need 1,540 staff hours for completion. Staff estimates that over one-third of these hours have been expended so far, with the remainder of staff time to be exhausted supporting the intensive phases from now to project completion.

LEGAL REVIEW

County: Gingery
Town: Colasuonno

SUGGESTED MOTIONS

Town Council: No action is requested, so no motion is necessary.

Board of County Commissioners: No action is requested, so no motion is necessary.

ATTACHMENT 1: PROJECT SCOPE AND SCHEDULE

a. Opticos Contract and Scope

Terms of Agreement

Date:
This Agreement ("Agreement") is entered into for references purposes only, this 6th day of November, 2020, by and between Teton County, Wyoming ("Client") and Opticos Design, Inc. ("Consultant").

Client:
Teton County, Wyoming
150 E. Pearl Avenue
Jackson, WY 83001

Consultant:
Opticos Design, Inc.
2100 Milvia Street, Suite 125
Berkeley, CA 94704

Project: Jackson, WY – Neighborhood Plan Northern South Park

Scope of Services:
Consultant agrees to provide services to Client in accordance with Exhibit A attached hereto and incorporated herein by reference. Any services not specifically identified in Exhibit A are not included in this Agreement.

TERMS + CONDITIONS

Compensation for Services:
Consultant shall be paid for performance of services under this agreement in accordance with the terms of Exhibit A – Project Scope, schedule and Budget. Entire project will not exceed $400,000 without prior written authorization from Client.

Reimbursable expenses and any other actual expenditures made by Consultant in the express interest of the project shall be reimbursed by Client at cost plus 15% the amount of the expenditure.

For Additional Services that may arise during the course of the Project, the Client shall compensate the Consultant on an hourly basis at the rates listed in Exhibit B, unless otherwise agreed in advance in writing by both parties.

Base Information:
Client is responsible for providing all necessary base information regarding the site and any project requirements before design commences. This may include but is not limited to site surveys, geotechnical data, pertinent background documents, etc. During the performance of services, Consultant may require additional base information. Client shall promptly provide any such additional base information. Consultant shall not be responsible for any delays in obtaining any base information regardless of when requested. Consultant is not responsible for any errors, omissions, or changes required due to late, incorrect, or missing base information. Consultant shall be reimbursed at the hourly rates listed above for any services required to make any corrections or changes related to this section.

OPTICOS

Schedule:

Consultant is not responsible for delays caused by factors beyond Consultant's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of Consultant's services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible for damages, nor shall Consultant be deemed to be in default of this Agreement.

Client Duties:

Client shall pay all bills in a timely manner and promptly notify Consultant of any change of address or contact information. Client shall also reply to Consultant's requests in a timely manner.

Client acknowledges that it has responsibilities according to the project plan and schedule. Consultant is not responsible for any errors, omissions, or changes required due to Client's late or unfulfilled responsibilities. Client also recognizes that delays in the schedule create additional staffing and other costs to the Consultant. Therefore, if the project schedule is delayed due to Client's late or unfulfilled responsibilities, Consultant shall be paid for additional services on an hourly basis for all services provided from the initial delay date until Client has fulfilled its responsibilities. Client and Consultant will work together to establish a revised schedule based on actual fulfillment dates of Client's responsibilities.

Ownership, Alteration and Use of Documents:

The Consultant's documents and deliverables, including electronic files, are the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final deliverables prepared under this Agreement as listed in Exhibit A. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the reuse or modification of the deliverables by the Client or any person or entity that acquires or obtains the deliverables from or through the Client without the written authorization of the Consultant. Credit shall be given to the Consultant each time the deliverables are used. In the event that Consultant's services are terminated in accordance with this agreement, this provision shall also apply to documents delivered to the Client after such termination. Such delivery shall be contingent upon payment in full of all monies then due the Consultant for services provided up to the date of termination.

Under no circumstances shall the delivery or transfer of ownership of the Consultant's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Consultant. Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent. Consultant's electronic files will be in the format specified in Exhibit A. Consultant makes no representation as to the compatibility of their electronic files with the Client's hardware or software.

Limits of Liability:
To the maximum extent permitted by law, Client agrees to limit Consultant's liability for Client's damages to Consultant's professional fees paid under this agreement. The limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Dispute Resolution:
Should any dispute between the parties arise out of this agreement, they shall first attempt to resolve the dispute informally between them. Both parties agree to meet and confer in good faith, and only cease discussion between them when it becomes reasonably apparent that they will be unsuccessful in resolving the dispute between then. In that event, the dispute shall be submitted to mediation as a condition precedent to binding dispute resolution. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or litigation proceeding involving the parties, provided that the evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Right to Terminate:
In addition to all rights of Consultant to suspend or withhold work as herein provided, both Client and Consultant shall each have the right to terminate this Agreement upon providing the other party with 30 days' written notice. Consultant shall be paid for all services performed through and including the termination date and shall be reimbursed for all reimbursable expenses incurred through and including the termination date. Neither party shall have any liability to the other for any losses, damages, or claims sustained by a party by virtue of or incurred after the date of termination. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations contained in this Terms + Conditions section of this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Miscellaneous:
If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force or effect.

Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

Payment Terms:
Services and reimbursable expenses shall be billed monthly and are due upon receipt. Client shall make payment to Consultant upon receipt of invoice. Any payment overdue by more than 15 days shall bear interest, compounded monthly, at six (6)% per annum, or the maximum rate allowable by law, whichever is less. Payment of interest, however, will not cure a failure by Client to make payments to Consultant when due. Consultant reserves the right to suspend work on any project when invoices have not been paid within fifteen (15) days after having been rendered.

OPTICOS

Commencement Date:
Consultant shall commence its services as soon as is reasonably practical after receipt of this Agreement signed by Client and the deposit paid in full, if required.

Karen E Parolek

Consultant:
Opticos Design, Inc.
By: Karen Parolek, CFO

11/18/20
Date

Natalia D. Macker

Client: Teton County, Town of Jackson
By: Natalia D. Macker, Chairwoman
Teton County Board of County Commissioners

11-17-20
Date

Attest:

Maureen E. Murphy

Maureen E. Murphy
Teton County Clerk

STATE OF WYOMING COUNTY CLERK TETON COUNTY

11-17-20
Date

Exhibit A – Project Scope

Jackson – Neighborhood Plan Northern South Park

Phase 1 - Project Kick-Off

1.1 Internal Kick-Off Meeting

The consultant team will meet with County staff to develop a project timeline outlining the steps of the process. The details of the scope of work, plan elements, and engagement process will be refined at this meeting.

Deliverables:

- Kick-Off Meeting Agenda and Notes (PDF)

1.2 Stakeholder Interviews

The consultant team will support the Steering Committee and Staff in identifying potential Stakeholders to ensure that all points-of-view and areas of expertise necessary to inform the project are represented in the interviews. Members of the consultant team will interview Stakeholders, as determined by the Steering Committee and Staff, to understand what goals, ideas, or concerns they have for the project area. This will provide crucial qualitative information that will help to contextualize the quantitative data collected in the following task. In lieu of a site tour, Google Earth may be used during the Stakeholder interviews to help visualize specific concerns about the site, or to reference specific local precedents and examples that Stakeholders might provide over the course of the interview.

Deliverables:

- Summary of Stakeholder Interviews (PDF)

1.3 Data Collection and Review of Existing Documents

The consultant team will collect existing conditions information from a variety of sources, including current Town and County baseline information, previous planning studies and documents, publicly available and third-party datasets such as CoStar, Loopnet, and MLS, and physical observation. This information will be used to establish a baseline of information on existing conditions of the area, including the physical conditions above and below grade, social, demographic, and economic conditions, and documentation of the range of pressures driving new development, as well as the impact that development in this area is expected to have on the local and regional environment and transportation system. Information to be reviewed and assessed may include, but is not limited to the following:

- Existing plans for the project area, including any plans for circulation and development envisioned for the area;
- Existing zoning, easements, or restrictions as they pertain to project areas and surrounding area;
- Zoning analysis, build-out analysis, and infrastructure analysis;
- Environmental analysis;
- Traffic data as it pertains to the larger project area;
- Utility plans, existing and proposed;
- Comprehensive Plan sub-area plans;
- Any constraints mapping conducted by others;
- Affordable Workforce Housing studies and plans;
- Pathways Master Plan; and,
- Market analyses and demographic data, including any projections, will analyze demand for residential, retail, office, and hospitality space in greater Jackson area.

Deliverables:

- None

Phase 2 - Establish Frameworks

2.1 Analysis and Evaluation

The consultant team will analyze documents collected in Task 1.3 Data Collection and
Review, and will evaluate what impact this information will have on the development of the plan and supporting regulations. Existing conditions for topics including traffic and natural resources will be analyzed to identify “hot spots” that need attention. These "hot spots" will help to inform special areas of focus at the Public Orientation, where efforts will be made to establish a shared understanding of the constraints and possibilities posed by these issues. This Analysis and Evaluation exercise will help to provide a framework for the sorts of development types to consider for the development of Northern South Park. The report could be formatted as a slide deck to facilitate clearer presentation to Stakeholders and community members. Analysis may include:

- Physical Constraints of the Existing Conditions;

- Traffic Conditions;
- Environmental Resources, including review, analysis, and summary of existing documentation on the state of the local and regional environmental resources;
- Easements;
- Infrastructure;
- Views;
- Local Building Types;
- Local Urban Form Patterns;
- Housing Needs Analysis; and
- Trends Analysis, including:
  - Development Drivers;
  - Housing Production and Cost; and
  - Population and Employment Growth.

Deliverables:

- Existing Conditions Report (PDF or PowerPoint)

2.2 Public Orientation and Visioning Workshop

Opticos will lead an interactive public meeting (in person or digital, to be determined) to introduce the project to the community, set the process framework for the course of the planning process, communicate the necessary feedback loops for public input, and establish expectations and goals for the Plan. The meeting will establish an "educational baseline" for the Steering Committee and the public so there is a common understanding of the goals and the process, as well as best practices and constraints to feasibility. This meeting will explain the project and establish a shared community understanding of the purpose, process, roles, and opportunities for community involvement.

Community members will have the opportunity to ask questions and gain further
understanding following a presentation of the consultant team's analysis of existing
physical conditions and background information on placemaking and urban design
concepts. During the workshop, community members may be asked to share their
expertise regarding cherished local buildings, streets, and public spaces to help bolster

the analysis of Local Building Types and Local Urban Form Patterns in Task 2.1.
The consultant will also facilitate discussion among the participants to determine
additional issues and opportunities for the plan, drilling down into the trade-offs of the
question of "what makes a place livable?" with the goal of reaching a consensus around
an initial framework for the future design work.

Deliverables:

- None

Phase 3 - Scenario Development

3.1 Create Alternatives

The consultant team will develop three alternative development scenarios through careful collaboration with the Steering Committee and Staff. In addition, the consultant will analyze a No Action alternative based upon existing zoning. Each scenario will include an explanation of how the alternative is able to meet the vision for the area, establish the urban design framework, and identify potential land use patterns with varying density, layout and affordability options.

Specific issues to be addressed by all alternatives may include, but are not necessarily
limited to the following:

- Defined Project Goals and Objectives. This will identify points of conflict among community desires, and will provide possible design adjustments or policy tools to enable the project to reach overarching goals, or clarification of the trade-offs necessary to achieve specific interests;
- Density, use, and other potential zoning standards based on either existing Complete Neighborhood zone districts, such as the new Town zoning, or the creation of new zones to address the specific goals and needs of Subarea 5.6;
- Affordability Options and Analysis;
- Job Generation Analysis;
- Market Analysis and Projected Population;
- Fiscal Impacts to the County, Town, and future residents;
- Site design and general bulk and scale characteristics;
- Building types and housing types to support housing options;

- Multi-modal transportation connectivity and traffic impacts, specifically including information about:
  - Pedestrian and bicycle connections to adjacent and regional community amenities and facilities;
  - Walkability of the area, with an eye toward increasing pedestrian safety within the development and at the surrounding connector roadways;
  - Bike-ability of the area, including evaluation of measures such as shared lanes/shared bicycle paths, dedicated bike lanes or routes, or off-street facilities, as well as a combination of those strategies aimed at integrating bicycle mobility into the greater region as a viable alternative;
  - Traffic impacts associated with the larger area, and connectivity analysis served by multiple redundant facilities and non-vehicular modes; traffic impacts analysis will include a projection and comparison of Vehicle Miles Traveled (VMT) for each design alternative, including measures to reduce VMT;
  - Ability to integrate transit service into the study area;
  - Standards for connecting developments within Subarea 5.6 even when done by different landowners and at different times;
  - Community amenities and services (parks, schools, playgrounds, open space, etc.);
  - Infrastructure (drinking water, sewer, storm water drainage, electricity, natural gas, etc.);
  - Environmental impacts;
  - Neighborhood commercial and community institutional needs analysis;
  - Implementation of Comprehensive Plan values;
  - Community and stakeholder engagement and participation; and,
  - Sustainability elements and open space conservation.

3.2 Model 3 Scenarios to Measure Scenario Performance

Cascadia Partners will utilize Envision Tomorrow to model the fiscal, environmental,
transportation, affordability, job creation and infrastructure impacts of each of the three scenario alternatives. Assessor's data and environmental constraints identified in Sub-Task 2.1 Analysis and Evaluation will be used to establish a baseline, then Cascadia will work with Opticos, the Steering Committee and staff to calibrate model

"building blocks" to identify ideal product types, price points, and mix of residential and commercial development within each scenario. Scenario performance will show for each of the three scenarios:

- Housing Affordability:
  - Housing mix and price points;
  - Compare housing production statistics against housing needs developed in Task 2; and
  - Test various incentives and regulations such as tax abatements, density bonuses, and inclusionary housing requirements.
- Job Generation:
  - Estimate employment capacity; and
  - Leverage QCEW data to estimate average wages for workers.
- Fiscal Impact:
  - Roadway, sewerage and water infrastructure costs and O&M;
  - Impact to sales and property tax.
- Transportation Performance:
  - VMT per capita;
  - Transit trips; and
  - Walk and bike trips.
- Environmental Performance/Sustainability:
  - Building energy and water use; and,
  - Impervious surface coverage.

Results of the models will be compiled into engaging presentation materials to make
results clear to the community for use as part of the presentation in the following task.

Deliverables:

- Scenario “Report Card” graphics for inclusion on project website
- Power Point Presentation to be included with deliverable in task 3.3

3.3 Alternatives Presentation and Check-In with Community

The consultant will lead two public presentations (in person or digital, to be
determined) of the alternatives developed. The presentation will cover all elements of
the alternatives described above including planning, transportation, economic, and

environmental proposals, as well as other development standards. Three-dimensional (3D) renderings will be used in addition to plan drawings and statistical documents to enable all participants to visualize and provide comment on the alternatives.

This event will provide an opportunity for the consultant team to "check-in" with the public and make sure that the scenario alternatives successfully capture the goals, visions, and ideas shared during the Public Orientation and Visioning Workshop. The public will be engaged to provide input on the alternatives to inform which alternative, or combination of alternatives should be advanced to complete the Plan. This process will be transparent with all community members having opportunity for input into their preferred alternative(s), providing opportunities for both active and passive engagement by the public.

Digital engagement tools will allow community members to participate remotely, even for in-person presentations, to allow for the greatest number of participants.

Deliverables:

- Community Check-In Report Memo (PDF)

Phase 4 - Plan Development

4.1 Draft Plan

The consultant team will utilize feedback from the Community Check-In to identify and refine a preferred scenario. In addition, the plan will include Policy recommendations for land use and zoning revisions or other amendments and resources necessary to implement the plan.

- Defined Project Goals and Objectives
- Density, land use, and zoning maps:
    - Future land use analysis, required building and/or structural elements, streetscape details, drainage and landscape design, and utility upgrades as necessary;
    - Since density is not a reliable predictor of building form, zoning standards will include elements related to building

form and building types to provide more predictable development outcomes.

- Residential Affordability Analysis and Requirements
- Job Generation Analysis
- Market Analysis and Projected Population
- Fiscal Impacts to the County, Town, and future residents
- Site design and general bulk and scale characteristics
- Building types and housing types to support housing options
- 2D fully-rendered illustrative master plan of the entire district at full build-out.
- 3D images at eye/street level, including before and after visualizations
- Visualization using digital 3D massing model
- Multi-modal transportation connectivity and traffic plan
- Community amenities and services plan (parks, schools, playgrounds, open space, etc.)
- Infrastructure requirements and recommended upgrades (drinking water, sewer, drainage, electricity, etc.)
- Environmental impact analysis, including review, analysis, and summary of how different plan alternatives align with existing local and regional environmental guidance
- Development phasing plan for build-out of Subarea 5.6
- Summary of the community and stakeholder engagement and participation
- Policy recommendations for land use and zoning revisions or amendments, necessary to implement the plan. This will include the consultant drafting all necessary Land Development Regulation Text and Map Amendments necessary to implement the plan for consideration by the County.
- Sustainability elements and open space conservation.

Deliverables:

- Review Draft Preferred Plan Document (PDF)

4.2 Development Strategy

Cascadia Partners will conduct an analysis of the preferred alternative (plan) and develop implementation strategies utilizing information from the Analysis and Evaluation and Scenario Modeling tasks. This information, along with recommendations from other members of the consultant team, will be incorporated into the implementation section of the Draft Preferred Plan, and will include:

- Absorption Analysis: Cascadia Partners will convert the population and job projections produced in Task 2 into an annual estimate of the rate of absorption for housing and space. Understanding how fast the market can likely build and sell/lease homes and employment space has a major impact on the location, mix, and size of project phases;
- Phasing Plan: With the benefit of the Absorption Analysis, Cascadia Partners will advise the project team on potential starting locations and the scale and speed at which phases can be contemplated. Close coordination with the engineering team will be important to understand the infrastructure cost considerations of any phasing as well; and
- Infrastructure Financing Strategy: Financing public infrastructure is often the single most costly hurdle facing the development of new neighborhoods of this scale. Many large scale projects suffer financial ruin due to a miscalculation of phasing scale, timing, and associated infrastructure costs. Several tools exist for the financing of public infrastructure and should be established (or at least contemplated) at the same time as the master planning itself.

4.3 Steering Committee and Staff Review

The consultant will meet with the Steering Committee and staff to review the plan. The
consultant will incorporate comments and edits consistent with the overall goal and
complete draft Adoption Plan for release to the public for review.

Phase 5 - Finalize Plan

5.1 Public Unveiling and Final Check-In with Community

Opticos will unveil the Adoption Draft Plan to the public, and will provide an opportunity
for public input. This Adoption Draft Plan will be presented by the consultant (in person or digitally, to be determined) and posted online.

Deliverables:

■ Adoption Draft for Public Review Document (PDF)

5.2 Present to Joint Planning Commissions

A similar presentation by the consultant at a Joint or separate Planning Commission meeting(s) will provide the Adoption Draft Plan to the Town and County Planning Commissions for recommendation. The Commissions could choose to make one recommendation or separate recommendations as they desire.

5.3 Present to Board of County Commissioners and Town Council

The County and Town elected officials will meet jointly for a Plan presentation by the consultant, review of public comment, a question and answer session and initial discussion.

The Town will meet individually to review the entire Plan to provide the County direction on connection to Town infrastructure including but not limited to Municipal sewer, water, storm sewer, transportation network, and other infrastructure. In making this determination the Town will consider all aspects of the Plan and provide the County a detailed explanation/analysis for the basis of its decision on connection to Town infrastructure.

The County will meet individually to consider acceptance of the Plan based upon Town and public input.

Deliverables:

- Final Adoption Draft Document (PDF)

5.4 Project Close-Out

Digital delivery of all files and images created for or used in the Neighborhood Plan and a de-brief with the staff.

Deliverables:

- Digital Submission of Project Files

Project Management

Bi-Weekly Progress Meetings

Opticos (and other members of the consultant team, as necessary) will participate and help to facilitate bi-weekly (or more frequent as needed on a week-by-week basis) progress meetings (in person or digital, to be determined).

Additionally, bi-weekly reports will be provided to track progress and facilitate regular communication between staff and the consultant team.

Jackson – Neighborhood Plan Northern South Park

Budget

	Opticos Design	Cascadia Partners	Cambridge Systematics	Crabtree Group	Charlier Associates	
Phase 1 - Project Kick-Off	$ 14,360.00	$ 4,320.00	$ 847.00	$ 7,500.00	$ 2,000.00	$ 29,027.00
Phase 2 - Establish Frameworks	$ 27,500.00	$ 14,460.00	$ 8,155.00	$ 7,500.00	$ 2,000.00	$ 59,615.00
Phase 3 - Scenario Development	$ 70,010.00	$ 65,330.00	$ 40,778.00	$ 10,000.00	$ 4,000.00	$ 190,118.00
Phase 4 - Plan Development	$ 76,500.00	$ 20,420.00	$ -	$ -	$ 2,000.00	$ 98,920.00
Phase 5 - Finalize Plan	$ 13,000.00	$ 4,320.00	$ -	$ 5,000.00	$ -	$ 22,320.00
Totals	**$ 201,370.00**	**$108,850.00**	**$ 49,780.00**	**$30,000.00**	**$10,000.00**	**$ 400,000.00**

Exhibit B

Hourly Rates

Opticos Hourly Rates *

Position at Opticos Design	Hourly Rate
Principal	$315
Senior Associate	$235
Associate	$205
Senior Designer	$175
Designer	$165

*Hourly rates are subject to increase by 5% on January 1 of each calendar year occurring during the term of this agreement

b. Steering Committee Schedule

This meeting schedule is provided by Planning Staff to outline Steering Committee meeting dates and objectives for the second half of the Northern South Park neighborhood planning process from April 2021 to project completion. Previously, a defined schedule was not provided in an effort to retain an iterative process where Steering Committee meetings roughly correspond to project milestones (see scope of work), but dates were flexible to promote collaboration as critical points arise. In response to recent Steering Committee feedback, this alternative approach of setting meeting dates (acknowledging that specific dates may change slightly if needed) and objectives will provide better predictability and clearer expectations for the group. This schedule is consistent with the approved scope of work and budget contract for this project (i.e. number of meetings are fixed unless we have a scope and contract change). Achievement of project tasks from the scope of work are identified for each meeting listed on this schedule. Additional work from the Steering Committee that does not require a formal meeting may be requested by Staff.

<u>April 15 & 16</u> (2 hour sessions each day): Steering Committee Workshop - Design Alternatives and Scenario Modeling

Project Task(s) (from approved Scope of Work)**:**

- **3.1 Create Alternatives:** "The consultant team will develop three alternative development scenarios through careful collaboration with the Steering Committee and Staff. In addition, the consultant will analyze a No Action alternative based upon existing zoning."
- **3.2 Model 3 Scenarios to Measure Scenario Performance: "**Cascadia will work with Opticos, the Steering Committee and staff to calibrate model "building blocks" to identify ideal product types, price points, and mix of residential and commercial development within each scenario."

Meeting Objective(s): Establish community context based on public participation in project Phases 1 and 2, and identify priorities for creation of design alternatives and scenario modeling. The Steering Committee was appointed to assist the consultant and Staff team with overall project direction and guidance. The Committee's primary purpose is to provide input to Staff and the consultant during the plan development process, to identify community issues, and provide initial feedback on possible solutions. This meeting will be the Steering Committee's opportunity to provide input to Staff and the consultant team on development of plan alternatives. The three resulting plan alternatives and corresponding modeling comparisons will be generated by the consultant group and will be released to the Steering Committee concurrent with public release. This means that the Steering Committee will not preview and edit draft alternatives before they are finalized and made available to the public due to budget and time constraints. This also means that, consistent with the original Request for Proposals initiating this project, the Steering Committee will not make any formal recommendation on a preferred alternative after they have been developed (see Public Workshop #2 for outlet to provide response/commentary on the three plan alternatives).

April 15, 9:00am – 11:00am: Achieving the community vision…

- Review public visioning process results (Stakeholder interviews, Community Survey #1, Workshop #1 interactive tools)
- Discuss Steering Committee interpretations, reactions and priorities from public visioning process

- Identify list of priorities to be varied (as plan alternatives) and measured (in modeling outputs) based on the community vision for NSP

April 16, 9:00am-11:00am: Guiding design alternatives and scenario modeling…

- Review scenario modeling process and typical modeling “outputs” provided by Cascadia
- Discuss outputs and identify priority modeling framework (decide what elements should change between the models/alternatives)
- Discuss approaches for the three plan alternatives (+ no-change alternative)

First week in June: Public Workshop #2 –

Project Task(s) (from approved Scope of Work)**:**

- **3.3 Alternatives Presentation and Check-In with Community:** “This event will provide an opportunity for the consultant team to "checkin" with the public and make sure that the scenario alternatives successfully capture the goals, visions, and ideas shared during the Public Orientation and Visioning Workshop.”

Meeting Objective(s): Workshop designed for open public participation. Steering Committee members are asked to attend and participate as representatives of the community’s interests.

Second week of July: Steering Committee Review of Draft Neighborhood Plan

Project Task(s) (from approved Scope of Work)**:**

- **4.3 Steering Committee and Staff Review: “**The consultant will meet with the Steering Committee and staff to review the plan. The consultant will incorporate comments and edits consistent with the overall goal and complete draft Adoption Plan for release to the public for review.”

Meeting Objective(s): Final opportunity for Steering Committee feedback on the draft neighborhood plan (including implantation strategy) prior to the formal public release and review. Following public release, Staff will present the plan before the Town and County Planning Commissions, Town Council, and Board of County Commissioners. The Steering Committee does not make any formal recommendations as a group to decision-makers, however comments and perspectives of the Steering Committee from this meeting will be included with the Staff report for decision makers’ consideration of the proposed draft plan. Following this meeting, the Steering Committee will be disbanded. Any additional comments provided by Steering Committee members will be represented as individual opinion encouraged as a part of the formal public hearing process.

- Consultants present plan contents and highlight areas where additional direction may be needed
- Steering Committee provides review of draft plan and identifies any areas to be refined prior to release of final draft plan

Attachment:

1. Opticos Design contract and scope of work (provided December 2020) with highlights on tasks referenced in this document

ATTACHMENT 2: Phase 1 Deliverables

a. Stakeholder Interview Summary (Draft)

Northern South Park Stakeholder Interviews

DRAFT Interview Summary Memo

February 17, 2021

Introduction

During the week of February 15-22, 2021, a representative from Opticos Design (consultant) and the Teton County Planning Department (county) conducted one-on-one interviews with 29 individuals via Zoom as part of the initial project phase of the Northern South Park Neighborhood Plan project.

These interviews are among the first community engagements for the project and are meant to provide the project team an introduction to the topics that will need to be considered as part of the project. Additional engagement strategies include, but are not necessarily limited to:

- Project Website
- Steering Committee (meetings ongoing)
- Community Visioning Workshop (March 10)
- Community Design Alternatives Workshop (TBD)

Results from the stakeholder interviews will be used to develop polling questions for the Community Visioning Workshop, but will not limit the feedback solicited and accepted as part of that event.

Participant Selection

Project design includes a tiered public participation program in which an appointed Steering Committee collaborates with Planning Staff and Opticos Design, selected project stakeholders are consulted by Staff, and the general public is engaged through surveys and workshops.
The application to be considered a project stakeholder was advertised and offered online in both English and Spanish. The application asked for identifying and contact information, a description of interest and qualifications to serve as a stakeholder, a commitment to uphold County and Town values, and indication of each applicant's top two areas of interest or expertise from the following list of complete neighborhood themes:

- Environment/Natural resources
- Business/Economic opportunity
- Neighborhood Character/Community amenities and services
- Transportation/Mobility

- Affordable Workforce Housing Options
- Sustainability/Resilience
- Diversity/Equity/Inclusion
- Overall Site Design/Connectivity/General bulk and scale
- Real Estate/Market analysis
- Engineering/Infrastructure
- Technical Planning Professional (zoning and regulatory tools)
- Or Other

The project scope initially limited the number of stakeholders to a maximum of 15 to be selected by the Steering Committee and Planning Staff from the pool of applicants. Stakeholder selection was based on inclusion of diverse perspectives, rather than individual merits, since a wide representation among the community is integral in understand the issues and forming a vision for the project site. With a larger than expected number of stakeholder applicants (63 in total), Staff opted to supplement Opticos' contracted scope of work by allocating Staff time to conduct more stakeholder interviews beyond the initial15. Each Steering Committee member provided staff with a list of their top fifteen stakeholder applicants proposed to be interviewed and all lists, in addition to a staff-generated list, were aggregated to form a final selection of 35 stakeholders. Applicants not selected as stakeholders were offered to take an online survey of abbreviated interview questions; the online survey was also open to the general public. Of the 35 stakeholders selected, 29 were interviewed (the other six either declined, were not responsive to interview requests, or did not show up to the scheduled interview).

Methodology

Survey questions developed by the project team were used to guide the interviews and to provide as much consistency between interviews as possible. Questions were intentionally open-ended to allow participants to drive the interviews and to share their unique perspectives and knowledge with the project team. The interview questions are included in the Appendix.

Prior to the interviews, an email was sent to interviewees that included:

- Explanation of the purpose of the Stakeholder Interviews
- Description of project site, including aerial photograph of site
- Project description
- Interview questions

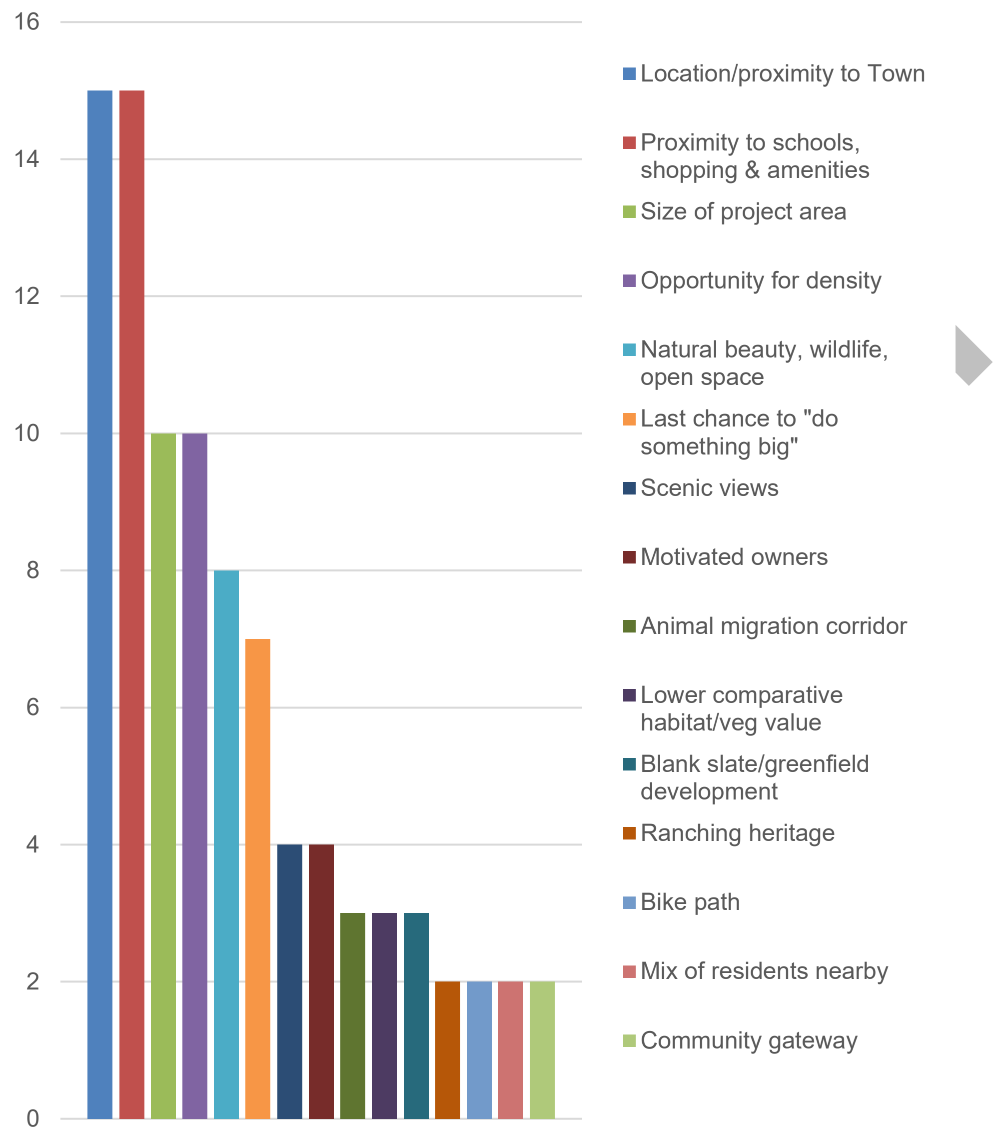
A copy of the pre-interview email is included in the Appendix.

Interviews were scheduled for 30 minutes each and were conducted via Zoom. Interviewers shared their camera, and while participants were not required to share camera all chose to do so. During the interviews, interviewers took note of participant responses. A script was developed for notetaking use by the interviewers, and a copy of this document is included in the Appendix.

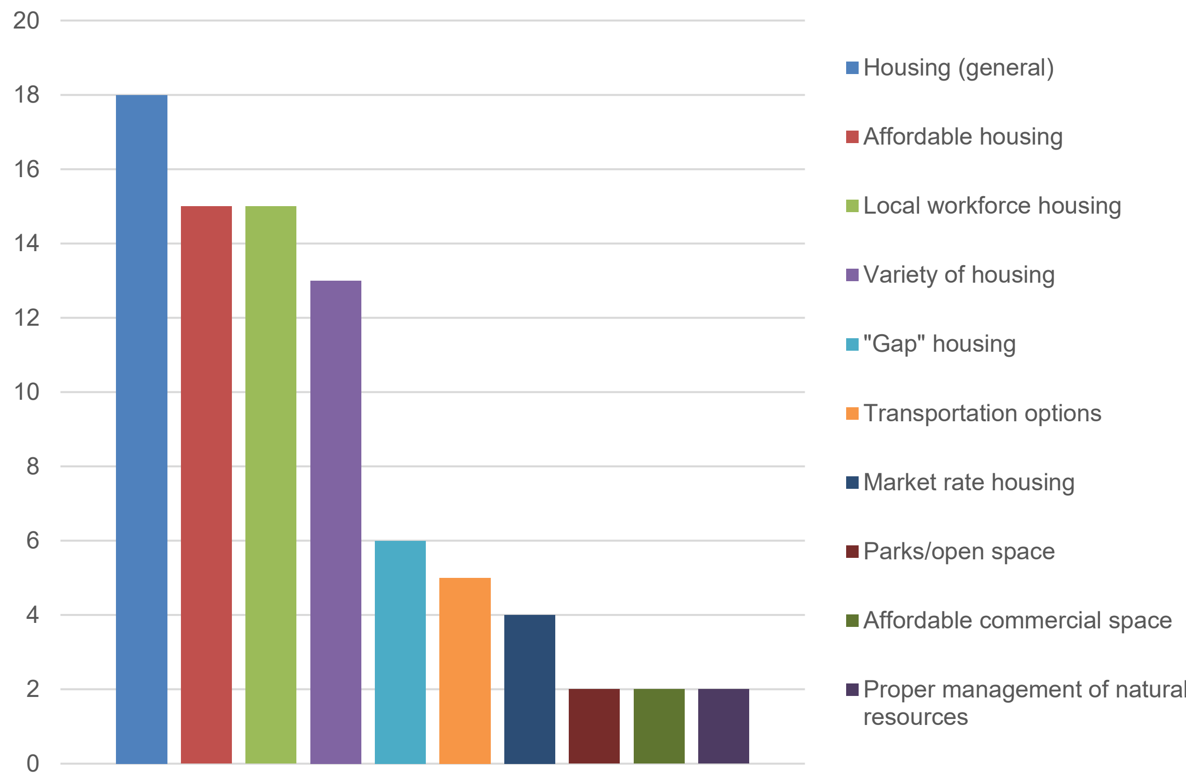
Following the conclusion of the interviews, each interviewer reviewed notes and tallied responses by question to demonstrate aggregate responses.

Interview Results

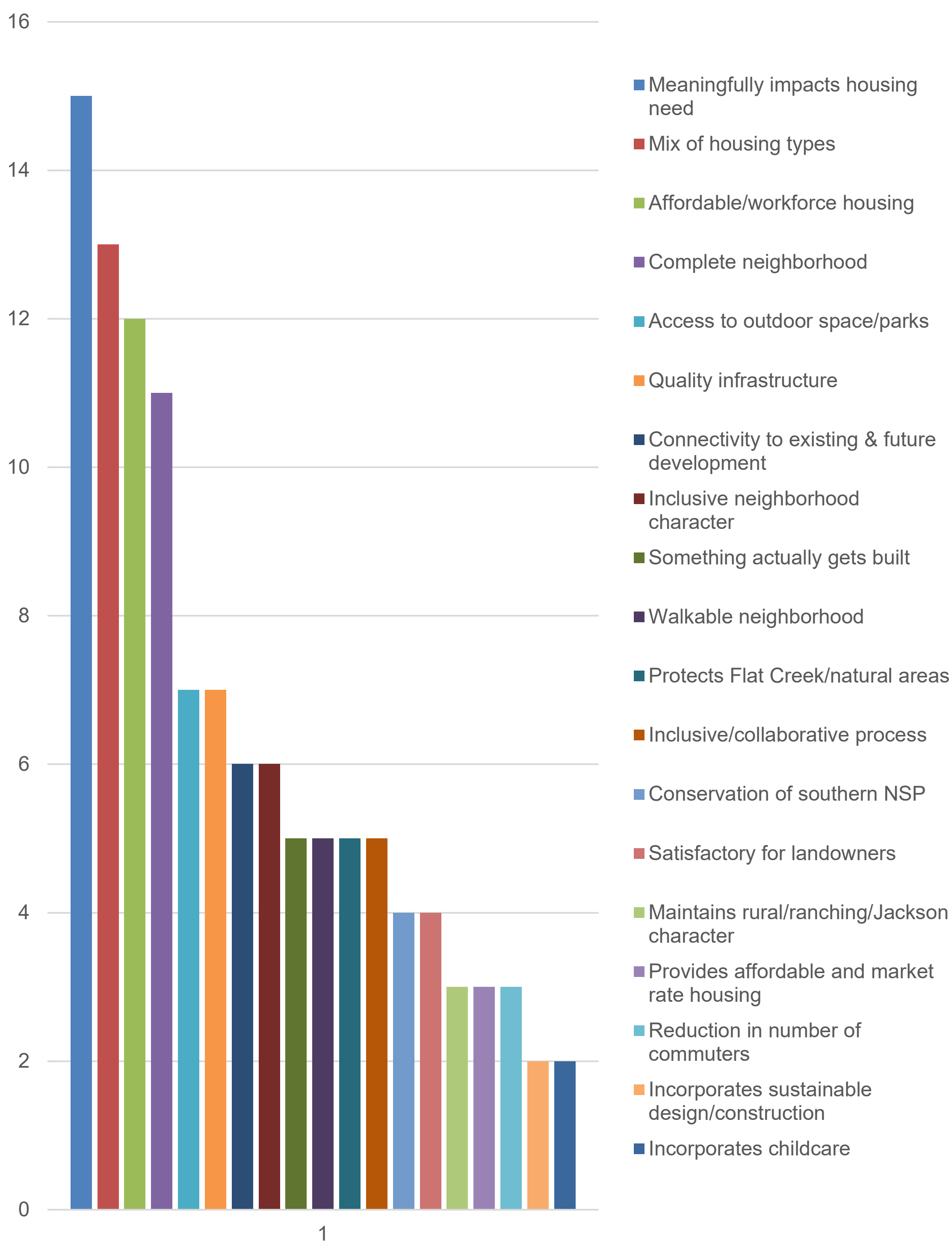
<u>Question 1: What makes Northern South Park special?</u>



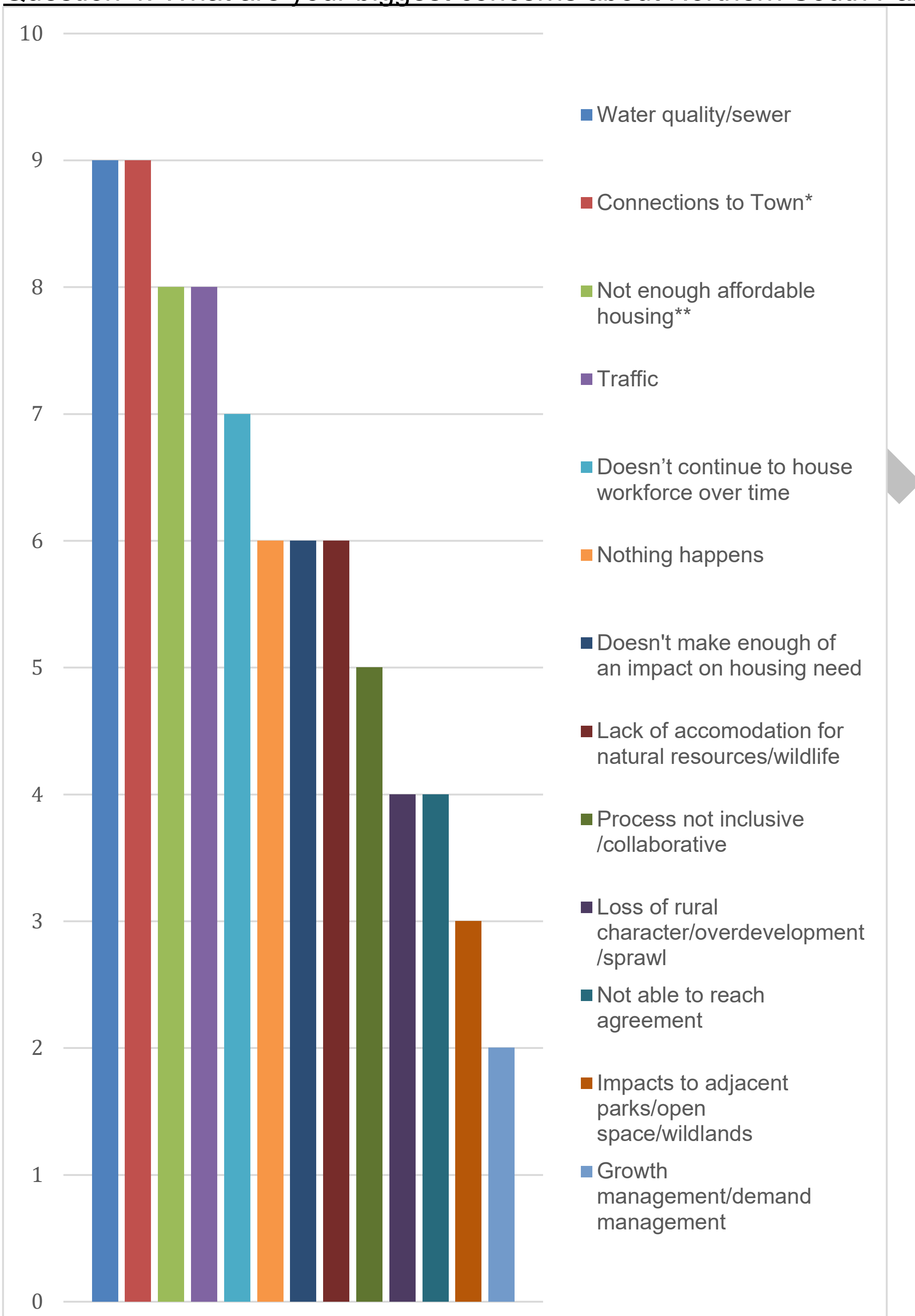
Question 2: How can development of Northern South Park address community needs? What are the highest-priority needs?



Question 3: What does long-term success look like for Northern South Park?

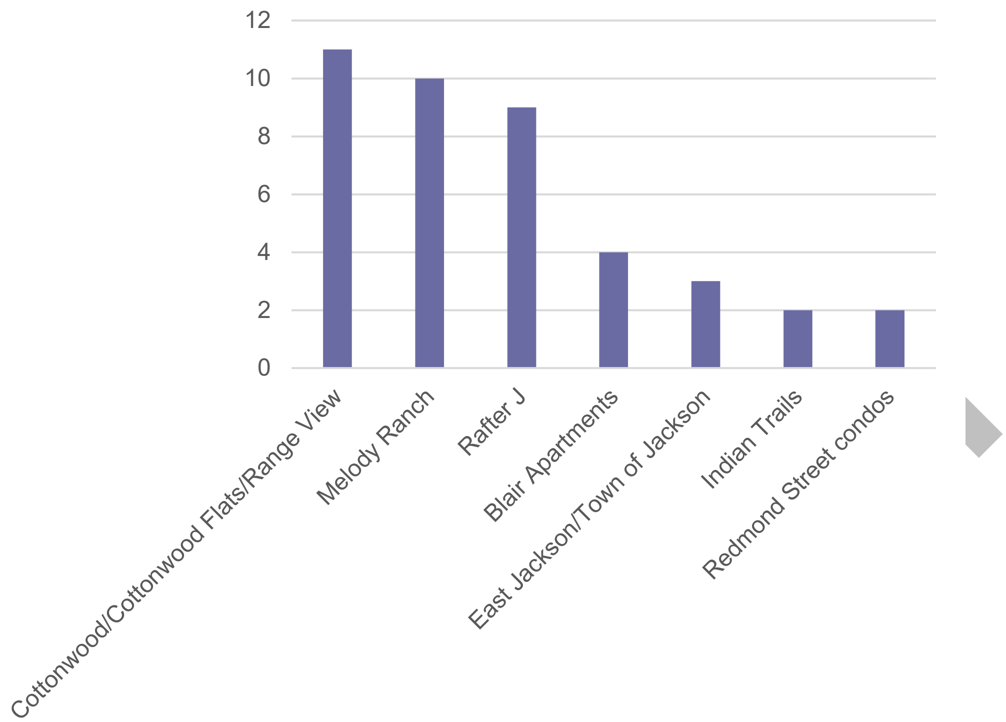


Question 4: What are your biggest concerns about Northern South Park?



*Includes concerns about street, pedestrian/bicycle and infrastructure connections
** Includes concerns about Affordable housing and housing that is accessible to those who are not accommodated in the free market.

Question 5: What other place in Jackson/Teton County or other communities show examples for how you think Northern South Park should develop?



Additional responses to Question 6 are summarized as follows:

Wyoming**:** Shooting Star Village, Jackson Hole Golf and Tennis (for mix of units)

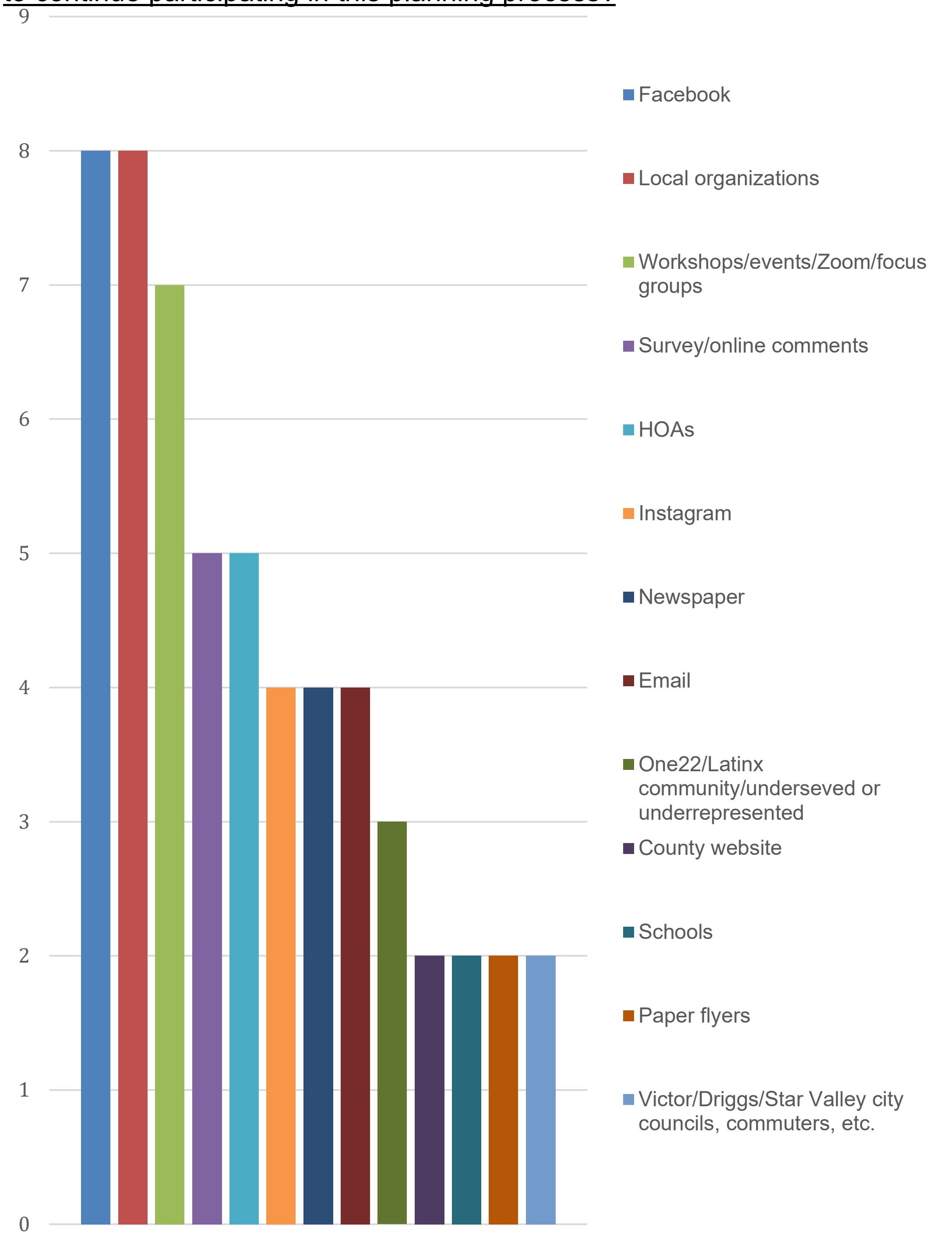
Idaho: Pocatello, Core of Idaho Falls, Mountainside Village, North Boise

Montana**:** Bozeman

Colorado: Central Park (Denver), Leyden Rock, Crested Butte, Holiday (Boulder), Aspen/Snowmass (for transit)

International: Villages in Alps in Switzerland and France

Question 6: What the best way to get into contact with your friends and neighbors to make sure that all stakeholders are represented in the process? What means of communication/interaction work best for you in order to continue participating in this planning process?



Question 7: Is there anything else you'd like to add?

Responses to Question 7 are summarized as follows:

- Emphasize need for housing at every price level
- Emphasize need for "gap" housing for those who make too much to qualify for Affordable housing but cannot afford free market prices
- Need for affordable commercial space for nonprofits
- Volunteered to provide additional info and stay involved over the course of the project
- Emphasized need to provide housing that fits the Jackson/Teton County lifestyle (ex: equipment storage, vehicle storage)
- Understand that it is not possible to "build our way out of this problem"
- Emphasized that it is challenging to start a family in Jackson/Teton County due to housing costs for family-size homes
- Emphasized that the economy is seasonal and people's incomes are seasonal accordingly
- Desire for inventory of cumulative environmental impacts
- Desire for further inclusion of stakeholders in project
- Emphasized mental and emotional toll of housing insecurity
- Desire for prioritization of workforce ownership

Appendix: Stakeholder Email Template

Thanks, ___________!

Confirming your interview spot for **__________ from _:__pm – _:__pm**.
Your interview will be conducted by ___________ from Opticos Design/Teton County.
A Zoom invite will be sent to you from ________.

Thank you for volunteering to participate as a stakeholder in the Northern South Park neighborhood planning process. Your primary role as a stakeholder will be participation in this interview, but also to continue engagement with the planning process through ongoing and future participation opportunities for the general public. To help you prepare for your upcoming interview, here is a brief summary of the Northern South Park neighborhood planning project and a list of the questions you will be asked.

Northern South Park is approximately 200 acres of ranch land in Teton County just south of High School Road and in between Flat Creek and South Park Loop Road.

Long-range plans for Northern South Park include future residential development that meets the community's growth management goals. Teton County and Town of Jackson planners are currently working with a design team to create a neighborhood plan for Northern South Park that ensures future development meets the community's long-term goals and can be put into action. But a neighborhood plan is meant to be shaped by the community, so we need your help.

The first step of creating a neighborhood plan is to form a community vision for the site. The following interview questions are designed to inform the vision for Northern South Park, so they are open-ended and should be answered from your perspective as a representative of our community. In your stakeholder application, you identified your areas of expertise or special interest as _______________ and _______________ so please focus your responses from that context.

1. What makes Northern South Park special?
2. How can development of Northern South Park address community needs? What are the highest-priority needs?
3. What does long-term success look like for Northern South Park?
4. What are your biggest concerns about Northern South Park?
5. What other places in Jackson/Teton County or other communities show examples for how you think Northern South Park should develop?
6. What's the best way to get into contact with your friends and neighbors to make sure that all stakeholders are represented in the process? What means of communication/interaction work best for you in order to continue participating in this planning process?
7. Is there anything else you would like to add?

Thank you! We look forward to speaking with you soon!

Appendix: Interview Script

Northern South Park Stakeholder Interviews

Teton County, WY

Name First Last

TT:TT-TT:TTam/pm | February DD, 2021
Interviewed by: Name First Last

Script and Notes:
Introductions (as needed)
Can we record this interview or do you prefer we just take notes? Y/N
If recorded, is it ok to use excerpts of your interview in future phases of this project? Y/N/na
Interview Questions:

1. What makes Northern South Park special?

2. How can development of Northern South Park address community needs? What are the highest-priority needs?

3. What does long-term success look like for Northern South Park?

4. What are your biggest concerns about Northern South Park?

5. What other place in Jackson/Teton County or other communities show examples for how you think Northern South Park should develop? (Option to email images/web links to Kristi kmalone@tetoncountywy.gov)

6. What the best way to get into contact with your friends and neighbors to make sure that all stakeholders are represented in the process? What means of communication/interaction work best for you in order to continue participating in this planning process?

7. Is there anything else you'd like to add?

b. Community Survey #1 Summary

Q1 In your opinion, what makes the Northern South Park area unique (in 5 words or less)?

Answered: 390 Skipped: 8

#	RESPONSES	DATE
1	Adjacent to Town, Beautiful, open , flat	3/8/2021 11:54 AM
2	Last open space south.	3/8/2021 11:26 AM
3	scenic byway for three creek	3/8/2021 9:47 AM
4	ranch land and views	3/7/2021 10:25 PM
5	great open space	3/7/2021 8:17 PM
6	wildlife and views	3/7/2021 12:24 PM
7	Huge development potential	3/7/2021 12:05 PM
8	Open space for wildife	3/7/2021 9:19 AM
9	It is a large piece of land where we can build a new neighborhood of affordable homes.	3/7/2021 8:52 AM
10	opportunity for public + private benefit	3/7/2021 8:42 AM
11	Its pastoral character, relative to its surroundings	3/7/2021 8:14 AM
12	Open agricultural land adjacent town	3/7/2021 7:24 AM
13	Community living opportunity	3/6/2021 9:08 PM
14	Last of limited private land	3/6/2021 6:20 PM
15	Wide open space	3/6/2021 4:57 PM
16	Open space, no buildings	3/6/2021 3:37 PM
17	Close to town and schools	3/6/2021 3:08 PM
18	Open land, Easy infrastructure access	3/6/2021 2:24 PM
19	Location	3/6/2021 2:17 PM
20	Close to work places	3/6/2021 2:15 PM
21	Beautiful grassland unique to area	3/6/2021 1:36 PM
22	scenic, open space	3/6/2021 12:58 PM
23	Open space, wildlife corridor.	3/6/2021 11:46 AM
24	ability for workforce FAMILY housing	3/6/2021 10:34 AM
25	Available land proximate to schools.	3/6/2021 9:35 AM
26	keep it rural/ag	3/6/2021 8:34 AM
27	Rural character	3/6/2021 6:31 AM
28	Location	3/5/2021 10:34 PM
29	open space for all beings	3/5/2021 9:32 PM
30	Acreage	3/5/2021 9:29 PM
31	Potential for sustainable living	3/5/2021 9:07 PM

32	Beautiful, quiet, accessible, family-friendly	3/5/2021 8:39 PM
33	Nature locale and potential homes	3/5/2021 8:29 PM
34	Close to mainroad	3/5/2021 8:24 PM
35	Location to schooling	3/5/2021 8:12 PM
36	Opportunity for a lot of Affordable Housing	3/5/2021 7:47 PM
37	open space	3/5/2021 7:38 PM
38	The beautiful open sapce	3/5/2021 6:53 PM
39	Open space	3/5/2021 5:48 PM
40	It’s available.	3/5/2021 5:18 PM
41	Proximity to town/community	3/5/2021 4:54 PM
42	Rural Scenic Undeveloped Spacious Viewshed	3/5/2021 4:52 PM
43	Close to the schools and just enough away from downtown.	3/5/2021 4:40 PM
44	Location near other amenities.	3/5/2021 4:05 PM
45	Open Space proximity to school.	3/5/2021 3:47 PM
46	open space - in short supply	3/5/2021 3:41 PM
47	The size of the space so close to town	3/5/2021 3:28 PM
48	concentration of open space	3/5/2021 3:14 PM
49	Its gentle light and softness	3/5/2021 2:59 PM
50	Affordable future homes	3/5/2021 2:25 PM
51	Convenient location for workforce	3/5/2021 2:19 PM
52	Available real estate	3/5/2021 1:07 PM
53	Private land adjacent to town	3/5/2021 12:42 PM
54	Adjacent to schools and grocery	3/5/2021 11:41 AM
55	Nature. not tacky $24,000,000 mansions	3/5/2021 10:55 AM
56	Proximity to town	3/5/2021 10:16 AM
57	An opportunity for affordable housing and higher density	3/5/2021 10:12 AM
58	Open space, rural nature	3/5/2021 10:07 AM
59	Rural character, open space, wildlife movement corridor.	3/5/2021 10:00 AM
60	fabulous opportunity for Affordable Development	3/5/2021 7:56 AM
61	Pristine	3/5/2021 7:27 AM
62	Proximity to heart of Jackson.	3/5/2021 7:12 AM
63	Open space	3/5/2021 6:44 AM
64	Location still in town.	3/4/2021 6:01 PM
65	It's contiguous to existing development	3/4/2021 5:01 PM
66	Neighborhoods with people who work in the community	3/4/2021 3:36 PM
67	last developable big open space	3/4/2021 3:06 PM
68	Open space!	3/4/2021 2:43 PM
69	Sweeping view close to town	3/4/2021 2:30 PM

70	Not unique. Bad question. Suggests it's unique. It's dirt plus cows.	3/4/2021 2:15 PM
71	It's proximity to the High School, Smiths grocery, businesses, and Cottonwood allowing for a residential area that can easily access daily needs without driving.	3/4/2021 11:27 AM
72	location by schools	3/4/2021 10:38 AM
73	best opportunity for workforce housing	3/3/2021 8:35 PM
74	Schools, diversity, walkability, pathways	3/3/2021 8:28 PM
75	Pathways, stores, schools, adjacent to development	3/3/2021 6:52 PM
76	Scenic and pastoral character	3/3/2021 4:32 PM
77	The open space	3/3/2021 3:25 PM
78	Mountain Views and Valley Space	3/3/2021 2:23 PM
79	Perfect place for housing	3/3/2021 1:43 PM
80	Rural, cottonwoods, wildlife, Teton views	3/3/2021 1:15 PM
81	Homes for workers not millionaires	3/3/2021 12:57 PM
82	Prime location	3/3/2021 12:46 PM
83	Close to high school	3/3/2021 12:44 PM
84	Space, generous land owners	3/3/2021 12:25 PM
85	mountain views and proximity to schools	3/3/2021 12:14 PM
86	open space, workforce housing opportunity	3/3/2021 12:10 PM
87	Pristine, flat , empty, near town and school	3/3/2021 11:59 AM
88	Open space with pasture feel.	3/3/2021 11:42 AM
89	Proximity to schools, town	3/3/2021 10:36 AM
90	It is undeveloped.	3/3/2021 10:31 AM
91	It's where our schools are located	3/3/2021 10:28 AM
92	rural area feeling	3/3/2021 10:22 AM
93	Proximity to town and affordability	3/3/2021 10:18 AM
94	Good location, plentiful land for development	3/3/2021 10:11 AM
95	central location, beautiful	3/3/2021 10:10 AM
96	The proximity to town, schools, and amount of space.	3/3/2021 10:10 AM
97	community location	3/3/2021 10:06 AM
98	openness	3/3/2021 9:40 AM
99	Open Space	3/3/2021 9:33 AM
100	Open space, agricultural, wildlife friendly	3/3/2021 9:29 AM
101	Wildlife corridor	3/3/2021 7:12 AM
102	Beautiful pastures	3/2/2021 9:51 PM
103	Close to Smiths	3/2/2021 8:26 PM
104	the location, the size of the land	3/2/2021 8:25 PM
105	perfect zone for development	3/2/2021 8:24 PM
106	already accessible to other neighborhoods	3/2/2021 8:21 PM
107	School access	3/2/2021 7:53 PM

108	Open space near town	3/2/2021 5:27 PM
109	Open land with potential	3/2/2021 5:17 PM
110	Open, elk migration	3/2/2021 4:35 PM
111	open, close, schools, town, pathways	3/2/2021 3:33 PM
112	open space	3/2/2021 2:50 PM
113	Available for affordable housing	3/2/2021 2:48 PM
114	Quiet, green, fewer tourists.	3/2/2021 2:45 PM
115	Large scale Workforce housing possibility	3/2/2021 2:44 PM
116	Biggest housing opportunity	3/2/2021 2:40 PM
117	Close to schools and existing infrastructure	3/2/2021 2:40 PM
118	Open space and it’s proximity to town.	3/2/2021 1:20 PM
119	An opportunity to mitigate our housing crisis	3/2/2021 1:11 PM
120	It's close to Town	3/2/2021 12:37 PM
121	open space	3/2/2021 11:47 AM
122	Proximity to town	3/2/2021 11:32 AM
123	Open space to build	3/2/2021 11:06 AM
124	Nearby open space and schools	3/2/2021 11:02 AM
125	Spectacular sunsets	3/2/2021 10:23 AM
126	Location, Space, Access, views	3/2/2021 10:22 AM
127	close to amenities	3/2/2021 10:14 AM
128	Adjacent town, water sewer, schools	3/2/2021 10:04 AM
129	open space proximity to services	3/2/2021 9:43 AM
130	Open space, views, public pathways	3/2/2021 8:39 AM
131	Open space,wildlife	3/2/2021 7:59 AM
132	Low density and family friendly	3/2/2021 7:41 AM
133	Proximity to community resources while being under developed.	3/2/2021 12:15 AM
134	Most Open Space Adjacent Town	3/1/2021 7:29 PM
135	Green grass. Open space rural looking	3/1/2021 5:07 PM
136	opportunity for affordable housing	3/1/2021 4:35 PM
137	open space and wildlife	3/1/2021 3:48 PM
138	Proximity to town with amenities	3/1/2021 2:41 PM
139	proximity & ability for density	3/1/2021 2:30 PM
140	Last ranch in town	3/1/2021 2:17 PM
141	large amount of open space	3/1/2021 2:11 PM
142	Rural, wildlife, open, views	3/1/2021 2:09 PM
143	Natural setting, country feel	3/1/2021 2:03 PM
144	Affordable workforce housing deed restricted	3/1/2021 1:22 PM
145	Open space; country feel	3/1/2021 1:17 PM

146	Proximity to town amenities/schools	3/1/2021 1:13 PM
147	peaceful/ unique nature of open land	3/1/2021 1:05 PM
148	Beautiful open space	3/1/2021 12:52 PM
149	proximity to town services	3/1/2021 12:29 PM
150	Distance to town and schools.	3/1/2021 12:24 PM
151	Rural , residential, wildlife share space	3/1/2021 11:57 AM
152	Open space	3/1/2021 11:44 AM
153	Preserves essential character of Jackson Hole	3/1/2021 11:36 AM
154	sight lines and accessibility	3/1/2021 11:29 AM
155	Location, proximity to schools	3/1/2021 11:27 AM
156	Open areas, affordable housing opportunity	3/1/2021 10:56 AM
157	Open, untouched beauty	3/1/2021 10:44 AM
158	Great location close to schools	3/1/2021 10:23 AM
159	Open space, mature wind breaks	3/1/2021 9:56 AM
160	Location, opportunity for density	3/1/2021 9:48 AM
161	It is a mix of being close to town but not in the city.	3/1/2021 9:36 AM
162	Not much, cows grazing?	3/1/2021 9:27 AM
163	Scenic beauty close to town	3/1/2021 9:25 AM
164	Walkability, Bikeability, Location	3/1/2021 9:22 AM
165	Views, convenience, accessibility	3/1/2021 9:18 AM
166	Rural, residential, accessible	3/1/2021 8:50 AM
167	edge of town	3/1/2021 8:26 AM
168	Large Undeveloped Acreage Near Community	3/1/2021 8:01 AM
169	Open in spirit of Wyoming	3/1/2021 7:18 AM
170	Its rural nature	3/1/2021 6:44 AM
171	open space, current use as ranch land	3/1/2021 5:16 AM
172	Agriculture land accessible	3/1/2021 4:31 AM
173	Rural Feel - Quiet	3/1/2021 4:21 AM
174	Nice quiet area	3/1/2021 4:06 AM
175	open and new area for housing	2/28/2021 9:25 PM
176	Vital open space near schools	2/28/2021 8:01 PM
177	Beautiful wide open space	2/28/2021 7:08 PM
178	Access, new neighborhood, town amenities	2/28/2021 6:42 PM
179	Opportunity to house local workers	2/28/2021 5:57 PM
180	The wide open space.	2/28/2021 5:32 PM
181	Proximity to town of Jackson	2/28/2021 4:41 PM
182	Close to town and transportation.	2/28/2021 4:40 PM
183	Land near town to support workforce housing	2/28/2021 4:34 PM

184	Cows grazing year-round	2/28/2021 4:31 PM
185	It is already in an area that has been developed, close to high school and other neighborhoods	2/28/2021 4:22 PM
186	The myriad opportunities it presents.	2/28/2021 3:00 PM
187	Bike paths and views	2/28/2021 2:24 PM
188	Ample land to develop homes.	2/28/2021 2:13 PM
189	natural beauty, bike trial	2/28/2021 1:13 PM
190	Beautiful, close to amenities	2/28/2021 1:07 PM
191	wildlife, open space, agricultural resources	2/28/2021 1:04 PM
192	We have a fresh slate to plan a development based on community wellness and diversity.	2/28/2021 12:31 PM
193	Adjacent to Cottonwood Park, original 'local housing' development	2/28/2021 10:39 AM
194	Location, location, location	2/28/2021 10:35 AM
195	against the plan for building	2/28/2021 10:16 AM
196	Semi rural feel	2/28/2021 10:07 AM
197	The open space!	2/28/2021 10:07 AM
198	Location, scale	2/28/2021 9:42 AM
199	The open area, the working ranch land and cattle.	2/28/2021 9:17 AM
200	No current development	2/28/2021 8:48 AM
201	The massive open space	2/28/2021 8:02 AM
202	Beauty, open, proximity	2/28/2021 7:09 AM
203	open space and views	2/28/2021 6:28 AM
204	Nothing	2/28/2021 5:09 AM
205	Land to build homes and continued poisoned politics.	2/27/2021 9:37 PM
206	Undeveloped nature and views	2/27/2021 6:00 PM
207	Location next to town	2/27/2021 4:42 PM
208	Adjacency town, utilities, schools, transportation options,	2/27/2021 4:00 PM
209	NO structures are there	2/27/2021 3:59 PM
210	Open space	2/27/2021 3:42 PM
211	Quiet open space	2/27/2021 3:40 PM
212	million dollars of cow pasture	2/27/2021 3:17 PM
213	The Wide Open Valley Feel	2/27/2021 2:53 PM
214	Ideal high density development	2/27/2021 2:17 PM
215	It’s one of few unspoiled agricultural spaces that are contiguous to pre-existing development.	2/27/2021 1:59 PM
216	The wildlife and the views	2/27/2021 1:42 PM
217	it is flat and available	2/27/2021 12:30 PM
218	Open space	2/27/2021 11:49 AM
219	proximity to town	2/27/2021 11:40 AM
220	outdoor space	2/27/2021 11:24 AM
221	Ranch land - ideal for housing	2/27/2021 10:48 AM

222	lack of urban sprawl	2/27/2021 10:24 AM
223	There’s nothing there	2/27/2021 9:58 AM
224	It is so family oriented	2/27/2021 9:24 AM
225	Wide open spaces	2/27/2021 9:20 AM
226	Proximity to schools & town	2/27/2021 9:11 AM
227	proximity to schools & businesses	2/27/2021 9:00 AM
228	vacant land	2/27/2021 8:52 AM
229	It’s development opportunity	2/27/2021 8:51 AM
230	open space/wildlife	2/27/2021 8:50 AM
231	It’s not unique it’s normal	2/27/2021 8:48 AM
232	In town, by school and stores	2/27/2021 8:34 AM
233	proximity to town	2/27/2021 8:23 AM
234	Open space	2/27/2021 8:12 AM
235	Open space	2/27/2021 8:07 AM
236	Large space great for housing	2/27/2021 7:33 AM
237	Open ranchland	2/27/2021 7:24 AM
238	Proximity to town	2/27/2021 7:01 AM
239	It’s already within development. It makes sense to develop in that zone already	2/27/2021 6:00 AM
240	The location	2/26/2021 10:17 PM
241	Opportunity for more housing	2/26/2021 10:01 PM
242	Open space but close to town	2/26/2021 9:24 PM
243	Cottonwood trees	2/26/2021 9:22 PM
244	Proximity, availability, opportunity, sustainable living	2/26/2021 9:15 PM
245	Public private partnership potential	2/26/2021 8:36 PM
246	New land in town	2/26/2021 7:58 PM
247	Available residential building space	2/26/2021 7:55 PM
248	It is unique because it is the only available place where you can build some affordable housing that would create some normality in the area. Just do it !	2/26/2021 6:56 PM
249	Its relatively quiet and rural, especially for it's proximity to town.	2/26/2021 6:33 PM
250	Open space cows in the fields	2/26/2021 5:58 PM
251	only open space left	2/26/2021 5:28 PM
252	Clean slate, close to schools	2/26/2021 5:22 PM
253	Close to town	2/26/2021 5:21 PM
254	Location	2/26/2021 5:09 PM
255	Opportunity for housing	2/26/2021 5:04 PM
256	Large, flat, open area to design creatively!	2/26/2021 5:03 PM
257	Family , Neighborhood, Kids, Schools	2/26/2021 5:00 PM
258	Close to town but rural	2/26/2021 4:51 PM
259	Perfect location for a complete neighborhood	2/26/2021 4:45 PM

260	Close distance to public schools	2/26/2021 4:44 PM
261	Greenfield, location and access	2/26/2021 4:43 PM
262	Chance to address our housing shortage	2/26/2021 4:33 PM
263	represents the last open space	2/26/2021 4:31 PM
264	Easy access, near established neighborhoods	2/26/2021 3:44 PM
265	nothing	2/26/2021 3:21 PM
266	Location, location, Location, location, & Location	2/26/2021 2:13 PM
267	Elk grazing in the fields	2/26/2021 12:46 PM
268	open space	2/26/2021 12:42 PM
269	Open space	2/26/2021 12:08 PM
270	Rural beauty. Ranch land.	2/26/2021 11:58 AM
271	Proximity to schools	2/26/2021 11:44 AM
272	Open area for development	2/26/2021 11:08 AM
273	The edge of Rural/Urban life	2/26/2021 11:04 AM
274	Beauty, agricultural lands, heritage	2/26/2021 11:01 AM
275	Abrupt End to Town	2/26/2021 10:53 AM
276	Opportunity to support community members	2/26/2021 10:51 AM
277	opportunity to support local community's needs	2/26/2021 10:49 AM
278	It’s rural nature	2/26/2021 10:47 AM
279	Open space, quality life	2/26/2021 10:44 AM
280	opportunity for accessible neighborhood planning	2/26/2021 10:35 AM
281	Nice view close to town	2/26/2021 9:58 AM
282	nearby schools, single family home zone	2/26/2021 9:38 AM
283	The existing workforce housing crisis	2/26/2021 9:37 AM
284	Best location for future development	2/26/2021 9:36 AM
285	Open space	2/26/2021 9:32 AM
286	Wide open spaces	2/26/2021 9:24 AM
287	The openness of the area...lack of overbuilding	2/26/2021 9:23 AM
288	plenty of room to build	2/26/2021 9:07 AM
289	Wildlife, old Wyoming, vast, conservafion	2/26/2021 9:04 AM
290	Agricultural Legacy	2/26/2021 9:02 AM
291	Perfect location for workforce and beyond housing development	2/26/2021 8:53 AM
292	Location, Location, Location, Location, Location	2/26/2021 8:50 AM
293	Historic ranch land	2/26/2021 8:48 AM
294	Open space and wide vistas	2/26/2021 8:43 AM
295	Access to schools and shopping	2/26/2021 8:30 AM
296	Location	2/26/2021 8:28 AM
297	Perfect for development	2/26/2021 8:19 AM

298	Wonderful location	2/26/2021 8:03 AM
299	It is wonderful open space.	2/26/2021 7:58 AM
300	Heritage site unique to identity	2/26/2021 7:46 AM
301	The calfs in the spring	2/26/2021 7:40 AM
302	nature-leave it as is	2/26/2021 7:05 AM
303	open space	2/26/2021 6:39 AM
304	Open space	2/26/2021 6:23 AM
305	Proximity to several schools	2/26/2021 5:44 AM
306	Usable space	2/26/2021 12:49 AM
307	Developable space close to town	2/26/2021 12:03 AM
308	Open space, agriculture character and a defining line so town doesn't sprawl.	2/25/2021 11:43 PM
309	Ability to create housing	2/25/2021 10:44 PM
310	Proximity to existing services, schools, parks, and adjacent neighborhoods	2/25/2021 9:51 PM
311	Open spaces	2/25/2021 8:54 PM
312	Proximity to schools	2/25/2021 8:46 PM
313	Transition.... wildlifecattle.... suburban affordable..... luxury club acreage. Thoroughfare.. cars....wildlife... bikes	2/25/2021 8:38 PM
314	Opportunity for true Jackson locals	2/25/2021 8:31 PM
315	It's the towns border. Breathing room for delveloment	2/25/2021 8:29 PM
316	Western ranchland in town	2/25/2021 8:27 PM
317	Open space in town	2/25/2021 8:20 PM
318	Proximity to services and transportation	2/25/2021 8:13 PM
319	A vision of vintage Wyoming	2/25/2021 8:12 PM
320	Open space	2/25/2021 8:11 PM
321	It's ranching heritage.	2/25/2021 7:52 PM
322	close to town and schools.	2/25/2021 7:48 PM
323	space for workforce housing	2/25/2021 7:30 PM
324	Proximity to town	2/25/2021 7:11 PM
325	Opportunity for affordability	2/25/2021 6:56 PM
326	Open space next to town.	2/25/2021 6:54 PM
327	Open	2/25/2021 6:04 PM
328	It's agricultural heritage	2/25/2021 6:04 PM
329	Proximity to Town of Jackson	2/25/2021 6:03 PM
330	Location and proximity	2/25/2021 6:00 PM
331	Rare open green space	2/25/2021 5:58 PM
332	Agricultural land that adjoins development	2/25/2021 5:56 PM
333	open, developable space	2/25/2021 5:50 PM
334	Close to schools	2/25/2021 5:42 PM
335	Wide open space	2/25/2021 5:36 PM

336	it's positioning in an already residential area and his historic relevance as ranch land	2/25/2021 5:27 PM
337	Open space	2/25/2021 5:16 PM
338	Nothing, maybe open space	2/25/2021 5:11 PM
339	Perfect place for development	2/25/2021 5:09 PM
340	Convenient location, spectacular views	2/25/2021 5:02 PM
341	More cows than people	2/25/2021 4:59 PM
342	It’s vacancy	2/25/2021 4:58 PM
343	The lack of development	2/25/2021 4:55 PM
344	close to schools and grocery	2/25/2021 4:55 PM
345	Agricultural open space.	2/25/2021 4:52 PM
346	Wide open spaces for wildlife	2/25/2021 4:46 PM
347	Good place for development	2/25/2021 4:44 PM
348	Open ranch land	2/25/2021 4:43 PM
349	The open space/ working ranches	2/25/2021 4:42 PM
350	Open space, near community services	2/25/2021 4:36 PM
351	Only direction town can grow	2/25/2021 4:12 PM
352	Location and views	2/25/2021 4:09 PM
353	Not developed	2/25/2021 4:08 PM
354	Open space	2/25/2021 4:02 PM
355	Open Space next to town	2/25/2021 3:50 PM
356	solution to housing needs	2/25/2021 3:14 PM
357	Last of the western culture	2/25/2021 3:14 PM
358	Proximity to schools	2/25/2021 3:12 PM
359	Scenery, proximity town/services, open land	2/25/2021 3:10 PM
360	close to town and schools but great access out.	2/25/2021 2:28 PM
361	Close to Town	2/25/2021 1:50 PM
362	Away from busy downtown but close enough	2/25/2021 1:32 PM
363	proximity to town	2/25/2021 1:26 PM
364	Rural open space.	2/25/2021 1:24 PM
365	Potential neighborhood close to town	2/25/2021 1:18 PM
366	The fact that it is undeveloped.	2/25/2021 1:15 PM
367	Precious Zoned Ranch Land	2/25/2021 1:01 PM
368	OPEN SPACE	2/25/2021 12:58 PM
369	Represents traditional Wyoming and Open Spaces	2/25/2021 12:53 PM
370	It is not developed yet.	2/25/2021 12:32 PM
371	Open space, wildlife habitat	2/25/2021 12:26 PM
372	Open Space	2/25/2021 12:16 PM
373	Cows	2/25/2021 12:10 PM

374	Positioned well to expand school facilities	2/25/2021 11:48 AM
375	Away from downtown/tourist	2/25/2021 11:46 AM
376	Community housing	2/25/2021 11:45 AM
377	Last large open space for housing	2/25/2021 11:31 AM
378	The agricultural use and the large cottonwoods.	2/25/2021 9:13 AM
379	Scenic vistas, wildlife, ranching heritage	2/25/2021 8:56 AM
380	Good location, close to town	2/25/2021 7:21 AM
381	Convenient	2/25/2021 6:15 AM
382	heritage, history, pasture, open space	2/24/2021 4:21 PM
383	proximity to schools	2/24/2021 2:02 PM
384	Last greenfield development potential adjacent to town	2/24/2021 1:51 PM
385	Access to town	2/24/2021 1:19 PM
386	Wide open space; bucolic	2/24/2021 1:06 PM
387	large scale affordable housing	2/24/2021 12:45 PM
388	proximity to town, bus service	2/24/2021 12:36 PM
389	potential to successfully serve our most vital community members	2/24/2021 12:14 PM
390	Easy annexation by Town	2/24/2021 12:00 PM

Q2 What does success look like for the future of Northern South Park (in 5 words or less)?

Answered: 396 Skipped: 2

#	RESPONSES	DATE
1	Mix uses & density, abundant housing.	3/8/2021 11:54 AM
2	Mixed use - housing, space, wildlife	3/8/2021 11:26 AM
3	dog park for renters only	3/8/2021 9:47 AM
4	Lots of open space	3/7/2021 10:25 PM
5	Affordable low-income homes.	3/7/2021 9:45 PM
6	limited number of lots	3/7/2021 8:17 PM
7	development that doesn't cause harm	3/7/2021 12:24 PM
8	Mix of ownership types	3/7/2021 12:05 PM
9	Dense area for housing the rest open space	3/7/2021 9:19 AM
10	Single family homes that are affordable and not restricted to who can purchase and not restricted in the in the percentage it can grow in value for resale. Must have a garage.	3/7/2021 8:52 AM
11	wildlife + affordable housing together	3/7/2021 8:42 AM
12	retention of its character	3/7/2021 8:14 AM
13	Sustainable complete diverse liveable design	3/7/2021 7:24 AM
14	Real Affordable housing	3/6/2021 9:08 PM
15	“Affordable” housing, community development	3/6/2021 6:20 PM
16	Keep it that way or affordable housing	3/6/2021 4:57 PM
17	Remains the same	3/6/2021 3:37 PM
18	Affordable housing, parks, walking routes	3/6/2021 3:08 PM
19	Increased affordable housing.	3/6/2021 2:24 PM
20	Developed	3/6/2021 2:17 PM
21	Homes for locals	3/6/2021 2:15 PM
22	Mixed housing with open spaces	3/6/2021 1:36 PM
23	new development achieves community goals	3/6/2021 12:58 PM
24	Less density, fewer structures	3/6/2021 11:46 AM
25	3 bedroom stand alone housing	3/6/2021 10:34 AM
26	Family neighborhood	3/6/2021 9:35 AM
27	minimal development	3/6/2021 8:34 AM
28	No more identical ugly boxlike homes.	3/6/2021 6:31 AM
29	A development that is well planned for families.	3/5/2021 10:34 PM
30	managed public lands, affordable housing	3/5/2021 9:32 PM
31	Balance of housing and property rights	3/5/2021 9:29 PM

32	Development without destruction	3/5/2021 9:07 PM
33	3-4 bedroom homes, yards, max $400k	3/5/2021 8:39 PM
34	Affordable housing for local workforce	3/5/2021 8:29 PM
35	Workforce housing	3/5/2021 8:24 PM
36	Affordable housing	3/5/2021 8:12 PM
37	Affordable Housing, Wildlife protection, smart building	3/5/2021 7:47 PM
38	homes affordable to essential workers	3/5/2021 7:38 PM
39	No further buildings	3/5/2021 6:53 PM
40	Too much density	3/5/2021 5:48 PM
41	Workforce & affordable housing	3/5/2021 5:18 PM
42	Inclusivity, community, affordability	3/5/2021 4:54 PM
43	Less developed	3/5/2021 4:52 PM
44	Having something on that property that adds value to our community.	3/5/2021 4:40 PM
45	Workforce, affordable housing.	3/5/2021 4:05 PM
46	Open Space proximity to school.	3/5/2021 3:47 PM
47	common areas for residents/visitors	3/5/2021 3:41 PM
48	Using that space to provide affordable housing to our existing community.	3/5/2021 3:28 PM
49	balanced private and community needs	3/5/2021 3:14 PM
50	Scale low to the land	3/5/2021 2:59 PM
51	Open space	3/5/2021 2:43 PM
52	Affordable homes	3/5/2021 2:25 PM
53	Affordable housing & unbuilt areas	3/5/2021 2:19 PM
54	Affordable housing for workers	3/5/2021 1:07 PM
55	Providing residential home opportunities	3/5/2021 12:42 PM
56	progress toward 65% housing goal	3/5/2021 11:41 AM
57	Keep it wild or some affordable homes	3/5/2021 10:55 AM
58	Affordability for local working class	3/5/2021 10:16 AM
59	Affordable options for single occupancy	3/5/2021 10:12 AM
60	Multi-home styles, neighborhood park	3/5/2021 10:07 AM
61	development potential from the south through the middle of South Park transferred into Northern South Park - with a wildlife movement corridor across middle south park permanently protected.	3/5/2021 10:00 AM
62	Affordable vs Market-priced Housing	3/5/2021 7:56 AM
63	Keeping it natural	3/5/2021 7:27 AM
64	Low-income/workforce housing!	3/5/2021 7:12 AM
65	A variety of housing	3/5/2021 6:44 AM
66	Landowners keeping their promise.	3/4/2021 6:01 PM
67	A creative site plan.	3/4/2021 5:01 PM
68	Housing the community can afford	3/4/2021 3:36 PM

69	affordable housing, no market homes	3/4/2021 3:06 PM
70	Leave it open, or provide affordable housing	3/4/2021 2:43 PM
71	Walkable, possibly car free community	3/4/2021 2:30 PM
72	Housing, Bikes, Families, Horses, Coffee	3/4/2021 2:15 PM
73	An aesthetically pleasing neighborhood that focuses on providing homes strictly for workers in the valley.	3/4/2021 11:27 AM
74	more shopping and public services	3/4/2021 10:38 AM
75	reverse the sketch plan approval	3/3/2021 8:35 PM
76	Diversity, community, walkability, scenic ranch beauty	3/3/2021 8:28 PM
77	Workforce housing	3/3/2021 6:52 PM
78	Low density, affordable to workforce	3/3/2021 4:32 PM
79	Affordable, green housing	3/3/2021 3:25 PM
80	Neighborhood for families in TSCD#1	3/3/2021 2:23 PM
81	Affordable	3/3/2021 1:43 PM
82	Affordable housing, green spaces, wildlife protections	3/3/2021 1:15 PM
83	Affordable homes not Mac mansions	3/3/2021 12:57 PM
84	A neighborhood for local workers.	3/3/2021 12:46 PM
85	Affordable housing	3/3/2021 12:44 PM
86	Keeping our community	3/3/2021 12:25 PM
87	interactive community w/ public green space	3/3/2021 12:14 PM
88	affordable housing with wildlife awareness	3/3/2021 12:10 PM
89	Provides affordable, pleasant and light-filled housing for 400 or so people with adequate covered parking and a	3/3/2021 11:59 AM
90	another cottonwood neighborhood	3/3/2021 11:42 AM
91	Working family neighborhood	3/3/2021 10:36 AM
92	It remains undeveloped.	3/3/2021 10:31 AM
93	A mix between Cottonwood and Rafter J	3/3/2021 10:28 AM
94	more affordable housing	3/3/2021 10:22 AM
95	Providing housing to essential workers	3/3/2021 10:18 AM
96	Housing that meets needs of all community members	3/3/2021 10:11 AM
97	housing working class local families	3/3/2021 10:10 AM
98	diverse workforce housing	3/3/2021 10:10 AM
99	long term housing for families	3/3/2021 10:06 AM
100	low density transition town/rural	3/3/2021 9:40 AM
101	Affordable Housing	3/3/2021 9:33 AM
102	Affordable, community-oriented, wildlife friendly	3/3/2021 9:29 AM
103	Balanced growth for community needs	3/3/2021 7:12 AM
104	Raft guide housing	3/2/2021 9:51 PM
105	Lots of affordable houses	3/2/2021 8:26 PM

106	affordable housing and single family homes	3/2/2021 8:25 PM
107	single family and affordable homes	3/2/2021 8:24 PM
108	Affordable housing, single family homes	3/2/2021 8:21 PM
109	High density workforce-affordable housing and community planning	3/2/2021 7:53 PM
110	Affordable sustainable mountain living	3/2/2021 5:27 PM
111	Inclusivity. Housing. Environmental protection	3/2/2021 5:17 PM
112	Affordable and pet friendly housing	3/2/2021 4:35 PM
113	dense housing, pathway connectivity, affordable	3/2/2021 3:33 PM
114	community and wildlife friendly	3/2/2021 2:50 PM
115	Less than $1200 for 1BR	3/2/2021 2:48 PM
116	Affordable housing for local workers.	3/2/2021 2:45 PM
117	Affordable housing for local workforce	3/2/2021 2:44 PM
118	Green Space, Affordable Housing, Responsible Building	3/2/2021 2:40 PM
119	Balanced housing development	3/2/2021 2:40 PM
120	Mixed income neighborhood	3/2/2021 1:20 PM
121	Accessible and affordable with JEDI in mind	3/2/2021 1:11 PM
122	Thoughtful development including workforce	3/2/2021 12:37 PM
123	cluster building to permit open space	3/2/2021 11:47 AM
124	Affordable housing options	3/2/2021 11:32 AM
125	affordable workforce housing	3/2/2021 11:06 AM
126	Single family homes for locals	3/2/2021 11:02 AM
127	Individual, townhome, & single apts	3/2/2021 10:23 AM
128	variable development	3/2/2021 10:22 AM
129	affordable	3/2/2021 10:14 AM
130	Provide housing for the missing middle	3/2/2021 10:04 AM
131	affordable housing	3/2/2021 9:43 AM
132	Aesthetically-pleasing low density development	3/2/2021 8:39 AM
133	Affordable. Protect migration	3/2/2021 7:59 AM
134	Architecturally attractive affordable housing	3/2/2021 7:41 AM
135	Mix of residential and neighborhood commercial used	3/2/2021 12:15 AM
136	Connected Community Current Standards Workforce	3/1/2021 7:29 PM
137	No development	3/1/2021 5:07 PM
138	Housing	3/1/2021 4:35 PM
139	parks, open space within development	3/1/2021 3:48 PM
140	Actually doing something	3/1/2021 2:41 PM
141	complete neighborhood affordable to workforce	3/1/2021 2:30 PM
142	Keeping it farm land	3/1/2021 2:17 PM
143	preserving open space	3/1/2021 2:11 PM

144	Retain rural character	3/1/2021 2:09 PM
145	Natural setting, country feel	3/1/2021 2:03 PM
146	Quality housing $300-$750K selling prices	3/1/2021 1:22 PM
147	Maintain nature	3/1/2021 1:17 PM
148	affordable housing, some high density	3/1/2021 1:17 PM
149	Integration with Town	3/1/2021 1:13 PM
150	open ranch land cattle grazing	3/1/2021 1:05 PM
151	careful development for local Workforce only	3/1/2021 12:52 PM
152	braking stale mate with owners	3/1/2021 12:29 PM
153	Mixture of free market and affordable homes of various sizes. Well planned infrastructure.	3/1/2021 12:24 PM
154	Well landscaped development respecting nature	3/1/2021 11:57 AM
155	Little to no development	3/1/2021 11:44 AM
156	Don't mess with success.	3/1/2021 11:36 AM
157	preserve open feeling yet affordable	3/1/2021 11:29 AM
158	Well planned mix of single family and multiplexes	3/1/2021 11:27 AM
159	increased potential for diverse housing	3/1/2021 10:56 AM
160	Leave as is	3/1/2021 10:44 AM
161	Higher density housing, priority for local residents of Teton county to buy here	3/1/2021 10:23 AM
162	Walkable connection to community	3/1/2021 9:56 AM
163	Affordable housing, waste water plan	3/1/2021 9:48 AM
164	Affordable housing, suburbs, and no overdevelopment by business.	3/1/2021 9:36 AM
165	REAL affordble housing.	3/1/2021 9:27 AM
166	Actually affordable housing	3/1/2021 9:25 AM
167	High Efficiency Housing	3/1/2021 9:22 AM
168	Development annexed into Town	3/1/2021 9:18 AM
169	Thoughtful, affordable residential neighborhood planning	3/1/2021 8:50 AM
170	thoughtful development	3/1/2021 8:26 AM
171	Remain Agricultural	3/1/2021 8:01 AM
172	Minimal development	3/1/2021 7:18 AM
173	Preserving the agricultural and rural nature of the area	3/1/2021 6:44 AM
174	continued open space	3/1/2021 5:16 AM
175	Maintaining agriculture	3/1/2021 4:31 AM
176	No change - minimal impact	3/1/2021 4:21 AM
177	Keep it quiet	3/1/2021 4:06 AM
178	mixture of housing, affordable included	2/28/2021 9:25 PM
179	Deed restricted affordable housing pathways	2/28/2021 8:01 PM
180	Not good	2/28/2021 7:08 PM
181	Opportunity for home (house) ownership	2/28/2021 6:42 PM

182	Reasonable housing for local workers	2/28/2021 5:57 PM
183	Responsible development to address housing issues.	2/28/2021 5:32 PM
184	Inclusion of affordable housing	2/28/2021 4:41 PM
185	Affordable housing	2/28/2021 4:40 PM
186	Community neighborhood-An extension of cottonwood	2/28/2021 4:34 PM
187	Affordable Housing and Single Family Homes	2/28/2021 4:31 PM
188	Affordable housing	2/28/2021 4:22 PM
189	The future development is sustainable.	2/28/2021 3:00 PM
190	Reasonable mix of SFH, condos, cul de sacs, parks, paths	2/28/2021 2:24 PM
191	New homes added and increased tax base.	2/28/2021 2:13 PM
192	open access, affordable houseing	2/28/2021 1:13 PM
193	Allowing Gill's to develop property	2/28/2021 1:07 PM
194	minimal additional density	2/28/2021 1:04 PM
195	Providing a variety of mixed use spaces, emphasizing shared spaces for walking and gathering, amongst the residential options. Planning flexibility that will allow for growth and the unplanned to evolve. Considerations for community recreational spaces - indoor/outdoor - raquet center (tennis/pickleball), basketball, climbing)	2/28/2021 12:31 PM
196	To have density for housing.	2/28/2021 10:39 AM
197	Low impact, clustered development.	2/28/2021 10:35 AM
198	against building homes	2/28/2021 10:16 AM
199	Pathways open space agriculture	2/28/2021 10:07 AM
200	Leave it alone!	2/28/2021 10:07 AM
201	Multi income level houses and condos with retail	2/28/2021 9:42 AM
202	Keep the open space with options of livestock. Large trees kept on the property.	2/28/2021 9:17 AM
203	Cow Pasture	2/28/2021 8:48 AM
204	Affordable community that blends with its environment	2/28/2021 8:02 AM
205	Neighborhood plan, green livability, affordability	2/28/2021 7:09 AM
206	human vs natural balance	2/28/2021 6:28 AM
207	Apartment complex	2/28/2021 5:09 AM
208	Much needed increase in housing stock! Now!	2/27/2021 9:37 PM
209	focused development, plentiful open space	2/27/2021 6:00 PM
210	Affordable housing and workforce housing	2/27/2021 4:49 PM
211	Residential neighborhood for families with a member working in Teton county	2/27/2021 4:42 PM
212	Town densities - rental & sf	2/27/2021 4:00 PM
213	Thoughtful planning and design	2/27/2021 3:59 PM
214	Stays as open space- used as fairgrounds occasionally	2/27/2021 3:42 PM
215	Preserving open space with density	2/27/2021 3:40 PM
216	housing for families	2/27/2021 3:17 PM
217	1/2 acre lots +/-	2/27/2021 2:53 PM
218	Look like cottonwood park	2/27/2021 2:17 PM

219	Leave it as is.	2/27/2021 1:59 PM
220	Housing for all	2/27/2021 1:42 PM
221	better road access when developed.	2/27/2021 12:30 PM
222	Controlled development	2/27/2021 11:49 AM
223	affordability, environmentally-friendly infrastructure; water quality	2/27/2021 11:40 AM
224	affordable housing for workers	2/27/2021 11:24 AM
225	Planned development	2/27/2021 10:48 AM
226	Deed restricted units	2/27/2021 10:24 AM
227	9 hole public golf course	2/27/2021 9:58 AM
228	Mirror Cottonwood Park Subdivision	2/27/2021 9:20 AM
229	Housing density	2/27/2021 9:11 AM
230	fairness to landowner and community	2/27/2021 9:00 AM
231	affordable housing	2/27/2021 8:52 AM
232	Use and better infrastructure-road system	2/27/2021 8:51 AM
233	limited development	2/27/2021 8:50 AM
234	Affordable housing for local people	2/27/2021 8:48 AM
235	Affordable housing (not workforce)	2/27/2021 8:34 AM
236	like town streets, pathways, infrastructure, density	2/27/2021 8:23 AM
237	Keep open space	2/27/2021 8:12 AM
238	No development	2/27/2021 8:07 AM
239	Well designed affordable housing neighborhood	2/27/2021 7:33 AM
240	Keeping it open	2/27/2021 7:24 AM
241	Less dense free market housing	2/27/2021 7:01 AM
242	Affordable housing	2/27/2021 6:00 AM
243	Less houses	2/26/2021 10:17 PM
244	Free market	2/26/2021 10:01 PM
245	thoughtful neighborhood expansion like Cottowood Park	2/26/2021 9:24 PM
246	Compact, dense housing	2/26/2021 9:22 PM
247	Housing opportunities for families and workers	2/26/2021 9:15 PM
248	Complete neighborhood	2/26/2021 8:36 PM
249	Make it happen	2/26/2021 7:58 PM
250	Homes landscape families infrastructre egress	2/26/2021 7:55 PM
251	Happy people, happy community	2/26/2021 6:56 PM
252	LESS density, LESS traffic, preserve open space	2/26/2021 6:33 PM
253	Open space cows in the fields	2/26/2021 5:58 PM
254	no more building!	2/26/2021 5:28 PM
255	Affordable housing community, awesome pathways	2/26/2021 5:22 PM
256	Homes for locals with acreage	2/26/2021 5:21 PM

257	Diversity	2/26/2021 5:09 PM
258	Gap housing	2/26/2021 5:04 PM
259	interface of various housing types with open space/parks	2/26/2021 5:03 PM
260	Though out growth,	2/26/2021 5:00 PM
261	Create some new residences	2/26/2021 4:51 PM
262	A neighborhood whose residents seldom need an automobile	2/26/2021 4:45 PM
263	Provide a place for average homes/affordable	2/26/2021 4:44 PM
264	Sustainable/green, diverse housing, connected	2/26/2021 4:43 PM
265	ACTUALLY affordable community housing	2/26/2021 4:33 PM
266	building in town first	2/26/2021 4:31 PM
267	A neighborhood housing local workers	2/26/2021 3:44 PM
268	Community similar to melody ranch	2/26/2021 3:21 PM
269	Self efficient and self serving	2/26/2021 2:13 PM
270	Continued open space	2/26/2021 12:46 PM
271	open space	2/26/2021 12:42 PM
272	Open space	2/26/2021 12:08 PM
273	Low Density	2/26/2021 11:58 AM
274	Housing	2/26/2021 11:44 AM
275	Affordable housing & wildlife protrection	2/26/2021 11:08 AM
276	Continuation of cottonwood type development	2/26/2021 11:04 AM
277	Mix that preserves Ag and heritage	2/26/2021 11:01 AM
278	Community-Minded Housing Development	2/26/2021 10:53 AM
279	Housing locals, city neighborhood style	2/26/2021 10:51 AM
280	71%+ affordable housing; migration pattern protection	2/26/2021 10:49 AM
281	Preserving open space	2/26/2021 10:47 AM
282	No development	2/26/2021 10:44 AM
283	diverse affordable community housing options	2/26/2021 10:35 AM
284	good water, enforce septic ordinance	2/26/2021 9:58 AM
285	Housing for local Teton County essential workers (medical staff, police, fire, EMT, teachers, professionals)	2/26/2021 9:38 AM
286	Prudent wastewater planning	2/26/2021 9:37 AM
287	Mixed development	2/26/2021 9:36 AM
288	What the owners want	2/26/2021 9:32 AM
289	Preserving its beauty	2/26/2021 9:24 AM
290	some residential development not hundreds	2/26/2021 9:23 AM
291	density, more homes	2/26/2021 9:07 AM
292	No development	2/26/2021 9:04 AM
293	The question is fraught with assumptions. This is private property. Property that was purchased, worked and supported by an industry that was never easy in Jackson Hole. The family owners have the right to do with it as they see fit. They have bent over backwards as	2/26/2021 9:02 AM

	both good stewards of their land and citizens if Jackson to do the right thing. Of course, the powers that be are blowing this opportunity.	
294	Homes for 500k or less	2/26/2021 8:53 AM
295	Connectivity, Preservation of character	2/26/2021 8:50 AM
296	Keep the historic ranch land	2/26/2021 8:48 AM
297	Expanded schools and athletic fields	2/26/2021 8:43 AM
298	Peditrian friendly working class housing	2/26/2021 8:30 AM
299	Development based on public benefit	2/26/2021 8:28 AM
300	affordable housing	2/26/2021 8:27 AM
301	Develop with affordable housing	2/26/2021 8:19 AM
302	Similar development plan to rafter J	2/26/2021 8:03 AM
303	No change, no sprawl.	2/26/2021 7:58 AM
304	Preservation of accessible spaces	2/26/2021 7:46 AM
305	Low density	2/26/2021 7:40 AM
306	nature-leave it as is	2/26/2021 7:05 AM
307	mixed housing, pathways, open space	2/26/2021 6:39 AM
308	Low impact on community	2/26/2021 6:23 AM
309	Stand alone housing for families	2/26/2021 5:44 AM
310	Affordable housing for working class	2/26/2021 12:49 AM
311	Affordable housing	2/26/2021 12:03 AM
312	Low density	2/25/2021 11:43 PM
313	Housing for full time residents	2/25/2021 10:44 PM
314	A mix of housing types	2/25/2021 9:51 PM
315	Remaining open space	2/25/2021 8:54 PM
316	Workforce housing	2/25/2021 8:46 PM
317	Indian Trails connector -4lanes	2/25/2021 8:38 PM
318	Real housing for real people	2/25/2021 8:31 PM
319	A climbing gym / park /	2/25/2021 8:29 PM
320	No development, or low density	2/25/2021 8:27 PM
321	Open space	2/25/2021 8:20 PM
322	Housing for local working families	2/25/2021 8:13 PM
323	Extremely low density development	2/25/2021 8:12 PM
324	Housing with trails	2/25/2021 8:11 PM
325	Conserving open space.	2/25/2021 7:52 PM
326	Build Tribal Trails connector!!!	2/25/2021 7:48 PM
327	space for workforce housing	2/25/2021 7:30 PM
328	A new neighborhood	2/25/2021 7:11 PM
329	Town and county partnership vision	2/25/2021 6:56 PM
330	Working neighborhood, parks, pathways	2/25/2021 6:54 PM

331	Keep it the same	2/25/2021 6:04 PM
332	Do nothing	2/25/2021 6:04 PM
333	Community Pathway integration connecting community	2/25/2021 6:03 PM
334	Affordable and additional housing	2/25/2021 6:00 PM
335	Even rarer open green space.	2/25/2021 5:58 PM
336	workforce housing	2/25/2021 5:56 PM
337	filling local humanity's needs	2/25/2021 5:50 PM
338	Affordable housing	2/25/2021 5:42 PM
339	Leave it as is	2/25/2021 5:36 PM
340	utilizing it for the best us of Jackson locals - not for second home owners or those who are living above the middle or lower-middle class.	2/25/2021 5:27 PM
341	Nice homes - 5 acre lots	2/25/2021 5:16 PM
342	Housing for our families!	2/25/2021 5:11 PM
343	2000 free market units	2/25/2021 5:09 PM
344	Clustered workforce housing, conservation of open space	2/25/2021 5:02 PM
345	Affordable housing or bust	2/25/2021 4:59 PM
346	Improvement for community	2/25/2021 4:58 PM
347	Limited use of passenger vehicles	2/25/2021 4:55 PM
348	walkable, affordable, diverse, sustainable, welcoming	2/25/2021 4:55 PM
349	Preservation of open space.	2/25/2021 4:52 PM
350	Affordable housing with wildlife mobility	2/25/2021 4:46 PM
351	Free market housing	2/25/2021 4:44 PM
352	Low density	2/25/2021 4:43 PM
353	Keeping open space	2/25/2021 4:42 PM
354	Homes local workers can afford.	2/25/2021 4:36 PM
355	Let public vote on it	2/25/2021 4:12 PM
356	Affordable housing	2/25/2021 4:09 PM
357	No development	2/25/2021 4:08 PM
358	Preservation, market and affordable housing	2/25/2021 4:02 PM
359	density now, moratorium later	2/25/2021 3:50 PM
360	Homes for local families	2/25/2021 3:14 PM
361	undeveloped preserved	2/25/2021 3:14 PM
362	Diverse. Affordable. integrated. Aesthetic.	2/25/2021 3:12 PM
363	Water quality, environment, serves community.	2/25/2021 3:10 PM
364	A nice houseing developement	2/25/2021 2:28 PM
365	Housing & Shops	2/25/2021 1:50 PM
366	Accommodations like Redmond Rentals, but owned.	2/25/2021 1:32 PM
367	ample affordable housing	2/25/2021 1:26 PM
368	35 acre residental lots.	2/25/2021 1:24 PM

369	Plenty of workforce housing	2/25/2021 1:18 PM
370	No development of the area	2/25/2021 1:15 PM
371	Balance of true Affordable Housing	2/25/2021 1:01 PM
372	NO DEVELOPMENT	2/25/2021 12:58 PM
373	Deed restricted affordable housing (NOT only workforce)	2/25/2021 12:53 PM
374	workforce housing solution	2/25/2021 12:32 PM
375	Open space, wildlife, workforce housing	2/25/2021 12:26 PM
376	Attainable homeowner neighborhood	2/25/2021 12:16 PM
377	Cottonwood type subdivision	2/25/2021 12:10 PM
378	Mitigate traffic. Keep Affordable	2/25/2021 11:48 AM
379	Family oriented living	2/25/2021 11:46 AM
380	No second homes	2/25/2021 11:45 AM
381	Housing community members can afford	2/25/2021 11:31 AM
382	truly being affordable for the workforce	2/25/2021 11:26 AM
383	thoughtful community planning	2/25/2021 10:39 AM
384	A mix of homes and agricultural use. Density and open spaces, similar to Rafter J and Melody.	2/25/2021 9:13 AM
385	Affordable housing, open/community space	2/25/2021 8:56 AM
386	Good planning, thoughtful transit	2/25/2021 7:21 AM
387	Affordable and accessible	2/25/2021 6:15 AM
388	affordable homes / open space	2/24/2021 4:21 PM
389	traffic mitigation, affordable housing access	2/24/2021 2:02 PM
390	Vibrant neighborhood with mixed density	2/24/2021 1:51 PM
391	sustainability	2/24/2021 1:19 PM
392	Should feel like a village.	2/24/2021 1:06 PM
393	large scale affordable housing	2/24/2021 12:45 PM
394	complete streets, affordable housing, mixed use	2/24/2021 12:36 PM
395	community based neighborhood plan	2/24/2021 12:14 PM
396	Sustainable community for workers	2/24/2021 12:00 PM

Q3 What is your biggest concern about the future of Northern South Park (in 5 words or less)?

Answered: 395 Skipped: 3

#	RESPONSES	DATE
1	unproductive & non compromising participation	3/8/2021 11:54 AM
2	Over-development.	3/8/2021 11:26 AM
3	cottonwood, rafter J, melody ranch	3/8/2021 9:47 AM
4	Too much development and traffic	3/7/2021 10:25 PM
5	Low-income families will be locked out of buying.	3/7/2021 9:45 PM
6	the town will screw up the process	3/7/2021 8:17 PM
7	more rich development	3/7/2021 12:24 PM
8	Too much development infrastructure needs	3/7/2021 12:05 PM
9	Over development resources cant handle	3/7/2021 9:19 AM
10	My biggest concern is that decision makers are too concerned on perfection of this project and less concerned about getting something done that the community desperately needs. This survey is a prime example. In stead of making decisions and moving quickly to insure an affordable neighbor hood they are waistline valuable time to try and make this project perfect. Yet every day that goes but the development of this process increases in price. In fact I am sure the cost alone of this project has increased substantially over what it was when it was initially pitched before the pandemic. Remember the farmer never plants if he waits for perfection.	3/7/2021 8:52 AM
11	that the landowners will get everything, we get nothing	3/7/2021 8:42 AM
12	Over development	3/7/2021 8:14 AM
13	Unsustainable soulless sprawl contaminated ecosystem soulless	3/7/2021 7:24 AM
14	Single family home suburb for rich	3/6/2021 9:08 PM
15	Over regulation, limited development potential	3/6/2021 6:20 PM
16	Traffic and congestion to the area	3/6/2021 4:57 PM
17	Crowded, Too much traffic, ugly	3/6/2021 3:37 PM
18	No affordable housing	3/6/2021 3:08 PM
19	High School Road traffic	3/6/2021 2:24 PM
20	Traffic	3/6/2021 2:17 PM
21	Too expensive for our workforce	3/6/2021 2:15 PM
22	High density housing	3/6/2021 1:36 PM
23	unaffordable gazillion $ homes	3/6/2021 12:58 PM
24	Traffic, loss of natural habitat	3/6/2021 11:46 AM
25	that it will be condos or apartments	3/6/2021 10:34 AM
26	Gated subdivision of expensive ranchettes	3/6/2021 9:35 AM
27	over built/developed and no sewer/traffic resolution	3/6/2021 8:34 AM

28	Traffic, schools, low income sprawl	3/6/2021 6:31 AM
29	Congestion in the community & traffic. Water quality. Wildlife!	3/5/2021 10:34 PM
30	problematic zoning, capitalism, second someowners	3/5/2021 9:32 PM
31	Property rights being taken from landowners	3/5/2021 9:29 PM
32	Expensive housing	3/5/2021 9:07 PM
33	Crowding, little privacy, cheaply built	3/5/2021 8:39 PM
34	Second/Third Homeowners	3/5/2021 8:29 PM
35	Second/third home owners	3/5/2021 8:24 PM
36	Californians and Texans move in to all of them	3/5/2021 8:12 PM
37	No Affordable housing (just workforce & free market)	3/5/2021 7:47 PM
38	houses for rich newcomers	3/5/2021 7:38 PM
39	Destroying a green space	3/5/2021 6:53 PM
40	Ground water quality, traffic, green space	3/5/2021 5:48 PM
41	Affordability	3/5/2021 5:18 PM
42	Profit over everything else	3/5/2021 4:54 PM
43	Dense Development,Pollution Pricey Subdivision Water Quality	3/5/2021 4:52 PM
44	That it will be unused and wasted	3/5/2021 4:40 PM
45	Lacks affordable housing mix.	3/5/2021 4:05 PM
46	89 houses flushing toilets	3/5/2021 3:47 PM
47	unimaginative platting	3/5/2021 3:41 PM
48	That it’s development will be slated for the elite.	3/5/2021 3:28 PM
49	potential for unattainable luxury sprawl	3/5/2021 3:14 PM
50	More stepford houses—doom structures	3/5/2021 2:59 PM
51	The commissioners killed the opportunity this week.	3/5/2021 2:43 PM
52	It won’t be affordable	3/5/2021 2:25 PM
53	Another shooting star/3C/etc.	3/5/2021 2:19 PM
54	More millionaires	3/5/2021 1:07 PM
55	Overstep from the local government	3/5/2021 12:42 PM
56	worse for housing goal than midtown focus	3/5/2021 11:41 AM
57	Disgusting, putrid, violating and monstrosity mansions.	3/5/2021 10:55 AM
58	Second vacation homes taking precedent	3/5/2021 10:16 AM
59	Only developing market-rate property only will push the workforce out	3/5/2021 10:12 AM
60	2nd home ownership, congestion	3/5/2021 10:07 AM
61	That the land owners will demand too much free market housing. Given that their cost basis in this property is next to zero - there should be clear community benefits before any rezone is considered.	3/5/2021 10:00 AM
62	Market-Priced Housing	3/5/2021 7:56 AM
63	Dense development with traffic	3/5/2021 7:27 AM
64	More empty second homes.	3/5/2021 7:12 AM

65	Suburban sprawl	3/5/2021 6:44 AM
66	It will not be built.	3/4/2021 6:01 PM
67	Groundwater quality!!!!!	3/4/2021 5:01 PM
68	All second homeowners	3/4/2021 3:36 PM
69	More unaffordable development	3/4/2021 3:06 PM
70	2nd, 3rd, and 4th homeowners	3/4/2021 2:43 PM
71	Local's won't be able to afford	3/4/2021 2:30 PM
72	Too many cooks in the kitchen with too many competing priorities. Pick one goal.	3/4/2021 2:15 PM
73	There should be multiple options for the various types of households that need housing. A high density apartment building for roommate situations as well as single apartments for the adults that have been here for years still struggling to find housing, and single family homes for families.	3/4/2021 11:27 AM
74	sewage/ housing non-wy residents	3/4/2021 10:38 AM
75	$4M McMansions	3/3/2021 8:35 PM
76	Overdevelopment.	3/3/2021 8:28 PM
77	Doesn’t happen because not “perfect”	3/3/2021 6:52 PM
78	Loss of current character	3/3/2021 4:32 PM
79	Too much development benefiting the 1%	3/3/2021 3:25 PM
80	Remote workers and 2nd homes	3/3/2021 2:23 PM
81	Not affordable	3/3/2021 1:43 PM
82	Unaffordable housing, vacation homes, overdevelopment.	3/3/2021 1:15 PM
83	Need to improve infrastructure first	3/3/2021 12:57 PM
84	a neighborhood for second home owners.	3/3/2021 12:46 PM
85	Building something that doesn’t benefit anyone	3/3/2021 12:44 PM
86	That it will become overpriced	3/3/2021 12:25 PM
87	congestion & affordability	3/3/2021 12:14 PM
88	housing too expensive for workers	3/3/2021 12:10 PM
89	That it might affect traffic	3/3/2021 11:59 AM
90	2nd homeowners box homes	3/3/2021 11:42 AM
91	Development doesn’t fit needs	3/3/2021 10:36 AM
92	Development. Traffic. Water. Light pollution.	3/3/2021 10:31 AM
93	Lots and Homes being too expensive	3/3/2021 10:28 AM
94	empty part-time homes	3/3/2021 10:22 AM
95	Selling to 2nd home owners	3/3/2021 10:18 AM
96	Too many restrictions on real estate - there is a gap of community members who do not qualify for affordable housing but cannot afford market rate homes	3/3/2021 10:11 AM
97	expensive houses with big lots	3/3/2021 10:10 AM
98	NIMBY mentality	3/3/2021 10:10 AM
99	housing for larger families	3/3/2021 10:06 AM
100	traffic around schools	3/3/2021 9:40 AM

101	Local Resident Occupancy	3/3/2021 9:33 AM
102	Only accessible to wealthy non-locals	3/3/2021 9:29 AM
103	another subdivision for the wealthy	3/3/2021 7:12 AM
104	Rich douche housing	3/2/2021 9:51 PM
105	I won’t get one	3/2/2021 8:26 PM
106	modern homes for more wealthy people.	3/2/2021 8:25 PM
107	over a million dollars homes no blue collar person can afford	3/2/2021 8:24 PM
108	only workforce housing, second homes	3/2/2021 8:21 PM
109	Too expensive and no planning	3/2/2021 7:53 PM
110	Water	3/2/2021 5:27 PM
111	Luxury homes, catering to elite	3/2/2021 5:17 PM
112	Wildlife and cost of housing	3/2/2021 4:35 PM
113	not enough density/deed restrictions	3/2/2021 3:33 PM
114	poor planning and execution	3/2/2021 2:50 PM
115	More millionaires and billionaires	3/2/2021 2:48 PM
116	Market price homes for wealthy.	3/2/2021 2:45 PM
117	Another shooting star	3/2/2021 2:44 PM
118	Another Shooting Star	3/2/2021 2:40 PM
119	Density and affordability	3/2/2021 2:40 PM
120	Another 3 Creek	3/2/2021 1:20 PM
121	It will not be affordable to our most vulnerable community members	3/2/2021 1:11 PM
122	Losing opportunity for workforce housing housing	3/2/2021 12:37 PM
123	density and neo-suburbanization	3/2/2021 11:47 AM
124	Expensive housing	3/2/2021 11:32 AM
125	multi million dollar homes	3/2/2021 11:06 AM
126	Too dense, little open space	3/2/2021 11:02 AM
127	Being another apt complex	3/2/2021 10:23 AM
128	not enough density	3/2/2021 10:22 AM
129	priced out and private	3/2/2021 10:14 AM
130	Town will block the development	3/2/2021 10:04 AM
131	limited affordable housing	3/2/2021 9:43 AM
132	Urban sprawl	3/2/2021 8:39 AM
133	Traffic. Density	3/2/2021 7:59 AM
134	Traffic and high density	3/2/2021 7:41 AM
135	It gets bogged down in red tape and doesn’t develop	3/2/2021 12:15 AM
136	Expensive Unattainable Traffic Rural Disconnected	3/1/2021 7:29 PM
137	Water. More people. Unaffordable houses. Traffic.	3/1/2021 5:07 PM
138	Not enough affordable Housing	3/1/2021 4:35 PM

139	density, congestion, traffic, ugliness	3/1/2021 3:48 PM
140	elected officials telling landowners what to do.	3/1/2021 2:41 PM
141	Affordability & infrastructure (water/sewer)	3/1/2021 2:30 PM
142	Million dollar homes	3/1/2021 2:17 PM
143	excessive density	3/1/2021 2:11 PM
144	High density housing, stripmall, traffic	3/1/2021 2:09 PM
145	DEVELOPMENT AND OVER DEVELOPMENT	3/1/2021 2:03 PM
146	Traffic management, and sewer not septic	3/1/2021 1:22 PM
147	Development	3/1/2021 1:17 PM
148	losing green space; housing being tied to employment	3/1/2021 1:17 PM
149	Perfect the enemy of good	3/1/2021 1:13 PM
150	density traffic noise	3/1/2021 1:05 PM
151	large SFR owned by rich transplants	3/1/2021 12:52 PM
152	nothing comes of this opportunity, again.	3/1/2021 12:29 PM
153	Blocking all growth.	3/1/2021 12:24 PM
154	Traffic, congestion, eyesore	3/1/2021 11:57 AM
155	Too much development	3/1/2021 11:44 AM
156	Destroying the rural character	3/1/2021 11:36 AM
157	stuffing too much in	3/1/2021 11:29 AM
158	Pricing out families with Gill's greed	3/1/2021 11:27 AM
159	congestion, traffic	3/1/2021 10:56 AM
160	Development, high density housing	3/1/2021 10:44 AM
161	Out of state folks will but it up, or such low density it doesn’t help houses crishs	3/1/2021 10:23 AM
162	Lost to mega-mansions, or trailers	3/1/2021 9:56 AM
163	Affordability, waste water, wildlife	3/1/2021 9:48 AM
164	It's just going to be an extension of town, with more novelty stores.	3/1/2021 9:36 AM
165	County studying it to death!	3/1/2021 9:27 AM
166	Becoming the next RafterJ Melody	3/1/2021 9:25 AM
167	Another Shooting Star...	3/1/2021 9:22 AM
168	Not part of Town	3/1/2021 9:18 AM
169	Development catered to second-home owners	3/1/2021 8:50 AM
170	insufficient infrastructure and thoughtless sprawl	3/1/2021 8:26 AM
171	Subsidized housing reinforcing negative externalities	3/1/2021 8:01 AM
172	Just another development	3/1/2021 7:18 AM
173	Congested housing and roads	3/1/2021 6:44 AM
174	future housing sprawl, increased traffic, increased overall population - without really addressing the lack of housing for lower income families!	3/1/2021 5:16 AM
175	Suburban sprawl	3/1/2021 4:31 AM
176	Overdevelopment sprawl noise environment	3/1/2021 4:21 AM

177	Noise/traffic	3/1/2021 4:06 AM
178	that it doesn’t happen soon enough	2/28/2021 9:25 PM
179	Congestion, water quality, unaffordable, white	2/28/2021 8:01 PM
180	Need for AFFORDABLE housing	2/28/2021 7:08 PM
181	Push to condo-ize it	2/28/2021 6:42 PM
182	The attitude we need perfection	2/28/2021 5:57 PM
183	Environmental impact on wildlife, ground water.	2/28/2021 5:32 PM
184	Lack of affordable housing	2/28/2021 4:41 PM
185	Lack of affordable housing	2/28/2021 4:40 PM
186	Not having enough affordable housing options	2/28/2021 4:34 PM
187	Subdivided into 5+ acre lots for the wealthy	2/28/2021 4:31 PM
188	Lack of affordable housing	2/28/2021 4:22 PM
189	Politics and agendas frustrate success.	2/28/2021 3:00 PM
190	traffic everywhere, both directions	2/28/2021 2:24 PM
191	Myopic politicians. Landowners will go to 35 acres and community loses.	2/28/2021 2:13 PM
192	only for rich people	2/28/2021 1:13 PM
193	Too much government intrusion	2/28/2021 1:07 PM
194	dense residential development	2/28/2021 1:04 PM
195	Private residential development with large lots and homes.	2/28/2021 12:31 PM
196	spec homes selling for high prices and not going to community members	2/28/2021 10:39 AM
197	Congestion	2/28/2021 10:35 AM
198	carbon footprint; utilities	2/28/2021 10:16 AM
199	Traffic parking light pollution	2/28/2021 10:07 AM
200	Too many houses!	2/28/2021 10:07 AM
201	Bogged down by committee and red tape	2/28/2021 9:42 AM
202	That it would change the iconic look of Jackson.	2/28/2021 9:17 AM
203	More housing = More people = More Crowding = More Problems	2/28/2021 8:48 AM
204	Traffic and deeded affordability	2/28/2021 8:02 AM
205	Too much growth without affordability	2/28/2021 7:09 AM
206	overcrowding and degradation	2/28/2021 6:28 AM
207	Not enough homes	2/28/2021 5:09 AM
208	Foot dragging on an important project. Adversarial electeds.	2/27/2021 9:37 PM
209	Too much density	2/27/2021 6:00 PM
210	That it’ll be too expensive	2/27/2021 4:49 PM
211	It will be sold to people who don't work or live in Jackson	2/27/2021 4:42 PM
212	Plan everything N. E-W Connector	2/27/2021 4:00 PM
213	No affordable units, utilities, congestion	2/27/2021 3:59 PM
214	Traffic for the children	2/27/2021 3:42 PM

215	Suburban spread no retail	2/27/2021 3:40 PM
216	homes for wealthy outsiders	2/27/2021 3:17 PM
217	eventual mass resident rental houses	2/27/2021 2:53 PM
218	As housing resource to be wasted	2/27/2021 2:17 PM
219	It will destroy the rural-agricultural nature of the site.	2/27/2021 1:59 PM
220	Government overreach	2/27/2021 1:42 PM
221	inadequate hiway capacity and sewer	2/27/2021 12:30 PM
222	Density	2/27/2021 11:49 AM
223	Lack of affordability	2/27/2021 11:40 AM
224	big house for rich people	2/27/2021 11:24 AM
225	Infrastructure-roads, water, sewage	2/27/2021 10:48 AM
226	Too much density	2/27/2021 10:24 AM
227	Will try to build apartments	2/27/2021 9:58 AM
228	Overcrowding, traffic, noise	2/27/2021 9:24 AM
229	Over priced homes	2/27/2021 9:20 AM
230	Over regulation by county/town	2/27/2021 9:11 AM
231	more development & impacts without progress	2/27/2021 9:00 AM
232	it's done well	2/27/2021 8:52 AM
233	Use and better infrastructure-road system	2/27/2021 8:51 AM
234	development/impact on wildlife	2/27/2021 8:50 AM
235	It won’t be affordable to locals	2/27/2021 8:48 AM
236	More million+ dollar homes	2/27/2021 8:34 AM
237	county development standards allowed	2/27/2021 8:23 AM
238	Traffic open space	2/27/2021 8:12 AM
239	Water system. Traffic.	2/27/2021 8:07 AM
240	Sold off in pricey ranchettes	2/27/2021 7:33 AM
241	Deed restricted housing	2/27/2021 7:24 AM
242	Too much density	2/27/2021 7:01 AM
243	Tiny homes	2/27/2021 6:00 AM
244	Too many homes dotting landscape	2/26/2021 10:17 PM
245	Private property rights confiscation	2/26/2021 10:01 PM
246	traffic, sewer	2/26/2021 9:24 PM
247	Overpriced vacation homes	2/26/2021 9:22 PM
248	Island of missed opportunity to provide housing	2/26/2021 9:15 PM
249	Political & partisan stalemate	2/26/2021 8:36 PM
250	Going to out of towners	2/26/2021 7:58 PM
251	Exsessive Regulation taxes politics	2/26/2021 7:55 PM
252	That it will become a golf course.	2/26/2021 6:56 PM

253	Increased traffic and density will DEVASTATE high school road	2/26/2021 6:33 PM
254	Development	2/26/2021 5:58 PM
255	too many people	2/26/2021 5:28 PM
256	Not enough density, insufficient pathways	2/26/2021 5:22 PM
257	Affordable	2/26/2021 5:21 PM
258	Congestion / lack of affordable housing	2/26/2021 5:09 PM
259	Too many units/cars	2/26/2021 5:04 PM
260	no balance of workforce housing (AWH) with market homes(FMV)	2/26/2021 5:03 PM
261	Too Many Cars on HS Road	2/26/2021 5:00 PM
262	Doing nothing	2/26/2021 4:51 PM
263	Homes for more second home owners instead of workers	2/26/2021 4:45 PM
264	Just another spot for the extremely wealthy	2/26/2021 4:44 PM
265	squandering the opportunity	2/26/2021 4:43 PM
266	It becomes another Shooting Iron / 3 Creek	2/26/2021 4:33 PM
267	worse traffic, water, air pollution	2/26/2021 4:31 PM
268	Not enough housing for workers	2/26/2021 3:44 PM
269	sufficient utility support	2/26/2021 3:21 PM
270	Big expensive out-of-reach lots	2/26/2021 2:13 PM
271	Traffic around schools	2/26/2021 12:46 PM
272	not open space	2/26/2021 12:42 PM
273	Increased density, more traffic	2/26/2021 12:08 PM
274	Too much density.	2/26/2021 11:58 AM
275	Remains undeveloped	2/26/2021 11:44 AM
276	More houses with none for working class	2/26/2021 11:08 AM
277	Large lots with no locals	2/26/2021 11:04 AM
278	generic, ugly urban sprawl	2/26/2021 11:01 AM
279	Single-Family Zoning	2/26/2021 10:53 AM
280	Catering only to the wealthy	2/26/2021 10:51 AM
281	Affordable housing; disingenuous interests of developing family	2/26/2021 10:49 AM
282	The proposed Gill subdivision	2/26/2021 10:47 AM
283	Over development, environmental degradation	2/26/2021 10:44 AM
284	mega-mansions/lack of affordability	2/26/2021 10:35 AM
285	Traffic, sewage system, good water	2/26/2021 9:58 AM
286	Too much focus on the lowest income worker housing. NSP is not the area for high density, multiple family housing.	2/26/2021 9:38 AM
287	Wastewater mitigation	2/26/2021 9:37 AM
288	Private rights being abrogated	2/26/2021 9:36 AM
289	NIMBY-ism; dictating to owners	2/26/2021 9:32 AM
290	Over development	2/26/2021 9:24 AM

291	Too congested both with building and traffic	2/26/2021 9:23 AM
292	restriction/obstruction by government	2/26/2021 9:07 AM
293	Development	2/26/2021 9:04 AM
294	Planners	2/26/2021 9:02 AM
295	That it is never developed	2/26/2021 8:53 AM
296	Congestion. Becoming Gregory Lane like	2/26/2021 8:50 AM
297	DEVELOPMENT	2/26/2021 8:48 AM
298	Infrastructure - water, sewage, traffic	2/26/2021 8:43 AM
299	Not enough affordable housing	2/26/2021 8:30 AM
300	Development with limited public benefit	2/26/2021 8:28 AM
301	Not developing	2/26/2021 8:19 AM
302	None	2/26/2021 8:03 AM
303	Wastewater, impact on clean water.	2/26/2021 7:58 AM
304	Downstream watershed impact; more traffic.	2/26/2021 7:46 AM
305	Traffic	2/26/2021 7:40 AM
306	nature-leave it as is	2/26/2021 7:05 AM
307	more free market, million dollar homes	2/26/2021 6:39 AM
308	Water/sewer	2/26/2021 6:23 AM
309	No 3 bedroom housing for families	2/26/2021 5:44 AM
310	2nd, 3rd & 4th homeowners	2/26/2021 12:49 AM
311	Mansions and second homes	2/26/2021 12:03 AM
312	Overdevelopment, traffic and water issues south of there.	2/25/2021 11:43 PM
313	Ranchette developments	2/25/2021 10:44 PM
314	Stagnation	2/25/2021 9:51 PM
315	It being approved	2/25/2021 8:54 PM
316	Non affordable housing development	2/25/2021 8:46 PM
317	Traffic… bus service… sewage	2/25/2021 8:38 PM
318	Rich [redacted] buying up land	2/25/2021 8:31 PM
319	Housing development that doesn’t give back	2/25/2021 8:29 PM
320	High density without open spaces	2/25/2021 8:27 PM
321	Overbuilding	2/25/2021 8:20 PM
322	That electeds will delay development	2/25/2021 8:13 PM
323	Development stifling our future	2/25/2021 8:12 PM
324	Traffic, wildlife	2/25/2021 8:11 PM
325	Losing open space to development.	2/25/2021 7:52 PM
326	Not building the TT connector!	2/25/2021 7:48 PM
327	space for workforce housing	2/25/2021 7:30 PM
328	Gills property rights being violated	2/25/2021 7:11 PM

329	Opportunity lost to wealthy people	2/25/2021 6:56 PM
330	Non-working single family big houses	2/25/2021 6:54 PM
331	Crowded, more crowds	2/25/2021 6:04 PM
332	It’s changes from agricultural	2/25/2021 6:04 PM
333	Separately developed isolated properties	2/25/2021 6:03 PM
334	It stays the same	2/25/2021 6:00 PM
335	Habitat loss, excessive density	2/25/2021 5:58 PM
336	no workforce housing is provided	2/25/2021 5:56 PM
337	sustainable development?	2/25/2021 5:50 PM
338	Safety for kids getting to school	2/25/2021 5:42 PM
339	Trying to make everyone happy	2/25/2021 5:36 PM
340	That it will turn into another development of second homes or primary residences for wealthier Jackson locals who work remote	2/25/2021 5:27 PM
341	Property owners have no choice	2/25/2021 5:16 PM
342	More 4 million dollar houses!	2/25/2021 5:11 PM
343	The county staff/commissioners interfere with the market	2/25/2021 5:09 PM
344	Expensive lots going to people outside of the community	2/25/2021 5:02 PM
345	Unnecessary $2mm+ housing	2/25/2021 4:59 PM
346	Infringement on owners’ rights	2/25/2021 4:58 PM
347	Development that isn't permanently affordable	2/25/2021 4:55 PM
348	car-centric, large lot sizes	2/25/2021 4:55 PM
349	Preserving open space.	2/25/2021 4:52 PM
350	Unaffordable developments	2/25/2021 4:46 PM
351	Too much deed restricted housing	2/25/2021 4:44 PM
352	high density	2/25/2021 4:43 PM
353	Houses stacked on one another	2/25/2021 4:42 PM
354	Rich enclave for second homeowners	2/25/2021 4:36 PM
355	We need housing	2/25/2021 4:12 PM
356	Housing that isn’t affordable	2/25/2021 4:09 PM
357	Too many houses	2/25/2021 4:08 PM
358	Becoming another 3-Creek Ranch	2/25/2021 4:02 PM
359	density now, more density later	2/25/2021 3:50 PM
360	Restrictions on lot size	2/25/2021 3:14 PM
361	Too many new people	2/25/2021 3:14 PM
362	Gentrified. Exclusive. Traffic. Ugly.	2/25/2021 3:12 PM
363	Water quality, environment	2/25/2021 3:10 PM
364	too many people to be even harder on our infratructure.	2/25/2021 2:28 PM
365	It reach its potential	2/25/2021 1:50 PM
366	Going to the wealthy	2/25/2021 1:32 PM

367	It should be annexed to town	2/25/2021 1:26 PM
368	Don't want "housing"	2/25/2021 1:24 PM
369	Traffic & not enough workforce housing	2/25/2021 1:18 PM
370	Overcrowding, traffic, pathways, water quality	2/25/2021 1:15 PM
371	Up-Zone Gift--No public benefit	2/25/2021 1:01 PM
372	A COOKIE CUTTER HOME NEIGHBORHOOD	2/25/2021 12:58 PM
373	Remote workers with high pay getting workforce housing or turning into another shooting star development	2/25/2021 12:53 PM
374	houses too expensive; second homeowners	2/25/2021 12:32 PM
375	Fresh/waste water, wildlife habitat	2/25/2021 12:26 PM
376	Too many homes	2/25/2021 12:16 PM
377	More high end homes for second home owners. Traffic	2/25/2021 11:48 AM
378	Traffic, over populated	2/25/2021 11:46 AM
379	Non local workforce housing	2/25/2021 11:45 AM
380	That it will benefit few instead of many	2/25/2021 11:31 AM
381	filled with second homeowners	2/25/2021 11:26 AM
382	inadequate infrastructure and planning	2/25/2021 10:39 AM
383	Allowing the owners freedom to develop their land, while maintaining some open spaces.	2/25/2021 9:13 AM
384	Sprawl, traffic, wildlife go elsewhere	2/25/2021 8:56 AM
385	too much growth, poor roadways	2/25/2021 7:21 AM
386	Either too cheap or too expensive	2/25/2021 6:15 AM
387	Second homeowners, busy, crowded	2/24/2021 4:21 PM
388	populations that won't be considered	2/24/2021 2:02 PM
389	More homes for rich people in awful 70s-style subdivisions	2/24/2021 1:51 PM
390	point source pollution/water management	2/24/2021 1:19 PM
391	Suburban sprawl.	2/24/2021 1:06 PM
392	Unaffordable housing	2/24/2021 12:45 PM
393	only rich homes, substandard streets, no pathways	2/24/2021 12:36 PM
394	development not centered on workforce and low income community members	2/24/2021 12:14 PM
395	Priced out of market before it's even built	2/24/2021 12:00 PM

Q4 What other places in Jackson/Teton County or other communities are good examples for how you think Northern South Park should be developed?

Answered: 349 Skipped: 49

#	RESPONSES	DATE
1	Core of Jackson, Historic Mountain Towns	3/8/2021 11:54 AM
2	none; dog park	3/8/2021 9:47 AM
3	Spring Gulch	3/7/2021 10:25 PM
4	There aren't many low-income communities to point to! Part of the problem!	3/7/2021 9:45 PM
5	Gill Addition	3/7/2021 8:17 PM
6	Mix of housing types.	3/7/2021 12:24 PM
7	Schwabacher Meadows, Daisy Bush, Cottenwood	3/7/2021 8:52 AM
8	Shooting Star (not for affordability or design) but for the conservation fee + START fee	3/7/2021 8:42 AM
9	Mountain View's deed restricted housing: small clusters or nodes of affordable housing, no more than 200 units in total	3/7/2021 8:14 AM
10	Original Cottonwood development docs outlined sustainable development, complete neighborhood concept with renewable energy, site specific orientation, shared open space and a mix of housing types for a diverse community. Many of the goals were achieved.	3/7/2021 7:24 AM
11	Telluride & Aspen affordable housing.	3/6/2021 9:08 PM
12	Cottonwood, rafter J, old gill addition	3/6/2021 6:20 PM
13	None - stop building	3/6/2021 4:57 PM
14	Cottonwood/Rangeview neighborhoods	3/6/2021 3:08 PM
15	None. We can do better	3/6/2021 2:24 PM
16	Melody Ranch	3/6/2021 2:17 PM
17	New workforce housing on village road	3/6/2021 2:15 PM
18	None	3/6/2021 1:36 PM
19	Cottonwood Flats & Cottonwood neighborhood	3/6/2021 12:58 PM
20	Indian trails, Melody Ranch	3/6/2021 11:46 AM
21	schwabacher meadows, rafter J	3/6/2021 10:34 AM
22	Cottonwood	3/6/2021 9:35 AM
23	no more county development w/o fixing waste water issue	3/6/2021 8:34 AM
24	Melody, rafter J	3/6/2021 6:31 AM
25	Melody Ranch	3/5/2021 10:34 PM
26	not sure	3/5/2021 9:32 PM
27	Mirror Cottonwood park	3/5/2021 9:29 PM
28	Not sure	3/5/2021 9:07 PM
29	Cottonwood, Melody Ranch	3/5/2021 8:39 PM

30	Few, we have a housing crisis	3/5/2021 8:29 PM
31	Unsure	3/5/2021 8:24 PM
32	Idk	3/5/2021 8:12 PM
33	Keep Northern South Park as it is.	3/5/2021 6:53 PM
34	Gill addition	3/5/2021 5:48 PM
35	The grove	3/5/2021 5:18 PM
36	Affordable housing with priority for community	3/5/2021 4:54 PM
37	Rafter J, Melody Ranch, neighborhoods with some affordable homes	3/5/2021 4:52 PM
38	Rafter J	3/5/2021 4:40 PM
39	Cottonwood Park, RafterJ, with affordable mix.	3/5/2021 4:05 PM
40	Storm King, Mia Lin Waves	3/5/2021 3:47 PM
41	Melody Ranches and Rafter J	3/5/2021 3:41 PM
42	Projects built there similar to the Grove.	3/5/2021 3:28 PM
43	Schwabacher Meadows, Tensleep Dr Rafter J (combination townhomes and single-family)	3/5/2021 3:14 PM
44	Few neighborhoods left that still have grace	3/5/2021 2:59 PM
45	In fill in town first	3/5/2021 2:43 PM
46	There are no good examples	3/5/2021 2:25 PM
47	Mountain View Meadows	3/5/2021 2:19 PM
48	Tiny homes in Victor	3/5/2021 1:07 PM
49	South Park Loop, Hoback, and Wilson	3/5/2021 12:42 PM
50	Cottonwood, Hidden Hollow - mix multifamily with single family (but we don't need hexagonal/curvalinear transportation - just use a grid)	3/5/2021 11:41 AM
51	Anything not occupied by some rich trashy white person	3/5/2021 10:55 AM
52	N/A	3/5/2021 10:16 AM
53	Millward Subdivision in Wilson (next to Calico)	3/5/2021 10:12 AM
54	Melody Ranch affordable attainable section	3/5/2021 10:07 AM
55	Various locations that exchanged permanent conservation easements in exchange for density.	3/5/2021 10:00 AM
56	Cottonwood, Dairy, Melody, Rafter J	3/5/2021 7:56 AM
57	We are unlike other areas. We can be uniquely beautiful	3/5/2021 7:27 AM
58	Don't know	3/5/2021 6:44 AM
59	School Teacher Dev in Wilson	3/4/2021 6:01 PM
60	The Aspens development	3/4/2021 5:01 PM
61	Wilson Meadows, Rafter J, Melody	3/4/2021 3:36 PM
62	none	3/4/2021 3:06 PM
63	Something that has a mix between open space and affordable housing	3/4/2021 2:43 PM
64	The affordable homes area in Cottonwood.	3/4/2021 2:30 PM
65	Not sure.	3/4/2021 2:15 PM
66	I lived in Rafter J and lived it so much especially when there was a coffee shop. It's a little too spread out for northern south park. Cottonwood development makes more sense with	3/4/2021 11:27 AM

	affordable homes, higher density, etc with parks.	
67	melody ranch	3/4/2021 10:38 AM
68	Three Springs near Durango, CO	3/3/2021 8:35 PM
69	Town of Wilson with more housing diversity	3/3/2021 8:28 PM
70	Hidden hollows-mix of unit size &style	3/3/2021 6:52 PM
71	Alta	3/3/2021 4:32 PM
72	Melody/Rafter J but with affordable housing	3/3/2021 3:25 PM
73	Rafter J and South Park	3/3/2021 2:23 PM
74	I don't know	3/3/2021 1:43 PM
75	Cottonwood with a mix of affordable and family homes, green spaces, community gardens, pathways, etc.	3/3/2021 1:15 PM
76	Just like north side of school house road!	3/3/2021 12:57 PM
77	WY22 to South Park loop area	3/3/2021 12:44 PM
78	N/a	3/3/2021 12:25 PM
79	East Jackson but affordable	3/3/2021 12:10 PM
80	Cottonwood	3/3/2021 11:42 AM
81	Rafter J	3/3/2021 10:36 AM
82	Other undeveloped places.	3/3/2021 10:31 AM
83	JHCHT and Habitat Projects	3/3/2021 10:28 AM
84	Rafter J, Melody Ranch	3/3/2021 10:18 AM
85	cottonwood or rafter J	3/3/2021 10:10 AM
86	Cottonwood, Melody	3/3/2021 10:10 AM
87	Rafter J	3/3/2021 10:06 AM
88	half-acre residential	3/3/2021 9:40 AM
89	Melody Ranch, Millward Redevelopment	3/3/2021 9:33 AM
90	5-2-5 Hall, Homesteads at Teton Village, any community or neighborhood integrated with pathways, parks and gardens	3/3/2021 9:29 AM
91	East jackson	3/3/2021 7:12 AM
92	Curtis canyon	3/2/2021 9:51 PM
93	Unknown	3/2/2021 8:26 PM
94	rafter j, melody ranch	3/2/2021 8:25 PM
95	cottonwood, Rafter J, Teton Village affordables	3/2/2021 8:24 PM
96	cottonwood, rafter J, schawbachers in wilson	3/2/2021 8:21 PM
97	Affordable units like the grove, 365 E Broadway Units, homes above sidewinders, Blair place apartments, the aspens condos, Sundance (and neighboring buildings in Teton village), the townhomes in rafter j	3/2/2021 7:53 PM
98	I don’t know if any other prime examples. Hidden Hollow and Blair apartments do a good job of density, but they are still quite expensive. The town home units on Kelly are a great model.	3/2/2021 4:35 PM
99	Ellingwood Lane, Josephine Lane, Allen Way, Lewis Way, Redmond and Hall, Primrose Lane. Ultra small lot size and density.	3/2/2021 3:33 PM
100	No great examples	3/2/2021 2:50 PM

101	Redmond development but cheaper! People can't afford $1700/mo for a 1 br. Like come on.	3/2/2021 2:48 PM
102	West jackson, aspen drive, etc. Let jackson keep its character— some of the newer apartment complexes are both unaffordable and cold/not homey. Make us want to stay here.	3/2/2021 2:45 PM
103	Idk	3/2/2021 2:44 PM
104	Massachusetts	3/2/2021 2:40 PM
105	Cottonwood and Indian Trails	3/2/2021 2:40 PM
106	Rafter J but more density.	3/2/2021 1:20 PM
107	Affordable homes near HS Butte. Affordable homes from the 70s80s	3/2/2021 1:11 PM
108	Aspens?	3/2/2021 11:47 AM
109	Creekside Condos on Powderhorn; Affordable housing on 390	3/2/2021 11:32 AM
110	redmond apts	3/2/2021 11:06 AM
111	Other single family home areas like Rafter J	3/2/2021 11:02 AM
112	Josephine Loop, but with community gathering areas; parking like cottonwood area	3/2/2021 10:23 AM
113	rafter j	3/2/2021 10:22 AM
114	cottonwood	3/2/2021 10:14 AM
115	The Aspens, Rafter J	3/2/2021 10:04 AM
116	NH1 in Town	3/2/2021 9:43 AM
117	3 creek ranch, rafter J	3/2/2021 8:39 AM
118	Not classical academy. Eye sore	3/2/2021 7:59 AM
119	East Jackson	3/2/2021 12:15 AM
120	Bend Oregon Round-A-Bouts Mountainside Village in Victor	3/1/2021 7:29 PM
121	No development	3/1/2021 5:07 PM
122	Rafter J	3/1/2021 4:35 PM
123	John Dodge, Melody Ranch	3/1/2021 3:48 PM
124	cottonwood, rafter j	3/1/2021 2:41 PM
125	Cottonwood, East Jackson, Rafter J	3/1/2021 2:30 PM
126	None	3/1/2021 2:17 PM
127	Blair Place Apartments	3/1/2021 2:11 PM
128	John Dodge	3/1/2021 2:09 PM
129	NONE	3/1/2021 2:03 PM
130	Bend, Oregon	3/1/2021 1:22 PM
131	None	3/1/2021 1:17 PM
132	Rafter J or Cottonwood	3/1/2021 1:13 PM
133	The Aspens	3/1/2021 1:05 PM
134	Rafter J, Upper Cache Creek	3/1/2021 12:52 PM
135	its not rocket science	3/1/2021 12:29 PM
136	Melody Ranch and Rafter J	3/1/2021 12:24 PM
137	Teton pines or aspens	3/1/2021 11:57 AM
138	Can't think of any	3/1/2021 11:44 AM

139	Should not be developed.	3/1/2021 11:36 AM
140	can't think of any	3/1/2021 11:29 AM
141	East Jackson	3/1/2021 10:56 AM
142	If it has to be developed, Melody Ranch is a good example.	3/1/2021 10:44 AM
143	None	3/1/2021 10:23 AM
144	Grid streets, short blocks	3/1/2021 9:56 AM
145	Blair, east jackson, rafter J	3/1/2021 9:48 AM
146	Moose is nice. Not too big, quiet.	3/1/2021 9:36 AM
147	NPS housing, Moose.	3/1/2021 9:27 AM
148	The early single family affordables	3/1/2021 9:25 AM
149	Cottonwood, But on a grid. No Cul-de-sacs	3/1/2021 9:22 AM
150	Cottonwood Park (Corner Creek phase with mixed housing options) + allowing ARUs or guest houses	3/1/2021 9:18 AM
151	S. Park Loop, Rafter J	3/1/2021 8:50 AM
152	east Jackson	3/1/2021 8:26 AM
153	walton ranch	3/1/2021 7:18 AM
154	I don’t know	3/1/2021 6:44 AM
155	Would rather see higher density "low income" housing within areas that are already high density.... areas that are already developed	3/1/2021 5:16 AM
156	Extreme low density housing	3/1/2021 4:21 AM
157	Wilson area	3/1/2021 4:06 AM
158	Rangeview and cottonwoods	2/28/2021 9:25 PM
159	High density and diverse	2/28/2021 8:01 PM
160	Cottonwood or Melody style with local workforce requirements.	2/28/2021 6:42 PM
161	Like East Jackson and Rafter J (without 2nd homeowners)	2/28/2021 5:57 PM
162	The Aspens. Build covered PUBLIC sports facility to include tennis courts & PUBLIC outdoor swimming pool.	2/28/2021 5:32 PM
163	Don’t know	2/28/2021 4:41 PM
164	Cottonwood, rafter j but with affordable options	2/28/2021 4:34 PM
165	Cottonwood Park 1st and 2nd Phases	2/28/2021 4:31 PM
166	Rafter J? Cottonwood?	2/28/2021 4:22 PM
167	Whistler British Columbia	2/28/2021 3:00 PM
168	Rafter J, Melody	2/28/2021 2:24 PM
169	Melody Ranch. Rafter J.	2/28/2021 2:13 PM
170	Melody Ranch	2/28/2021 1:07 PM
171	The Westbank	2/28/2021 1:04 PM
172	http://glenwoodpark.com/, https://www.lascatalinascr.com. /	2/28/2021 12:31 PM
173	Cottonwood flats, Rafter J, Cottonwood Park	2/28/2021 10:39 AM
174	Aren’t any properly clustered areas within Teton county.	2/28/2021 10:35 AM

175	Don't build	2/28/2021 10:16 AM
176	Game creek. Hoback river road. Bryan flats road	2/28/2021 10:07 AM
177	The Aspens	2/28/2021 10:07 AM
178	Teton pines	2/28/2021 9:42 AM
179	Can't think of any....	2/28/2021 9:17 AM
180	Ranchland	2/28/2021 8:48 AM
181	Teton Pines in its mixed housing opportunities	2/28/2021 8:02 AM
182	Affordable/attainable homes in Wilson (e.g. units on old schoolhouse lane), pine ridge in Ketchum?	2/28/2021 7:09 AM
183	rafter j	2/28/2021 6:28 AM
184	There are none	2/28/2021 5:09 AM
185	Melody, Rafter J, Cottonwood.	2/27/2021 9:37 PM
186	maybe Melody	2/27/2021 6:00 PM
187	Rafter J	2/27/2021 4:42 PM
188	Teton Village	2/27/2021 4:00 PM
189	No opinion. Develop the in-town fairgrounds	2/27/2021 3:42 PM
190	Aspens	2/27/2021 3:40 PM
191	quality sustainable developments minimize impact	2/27/2021 3:17 PM
192	Cotton Wood (2nd development)	2/27/2021 2:53 PM
193	Cottonwood park	2/27/2021 2:17 PM
194	Local developers haven't done a good job on anything that would be in the price range being discussed. .	2/27/2021 1:59 PM
195	Cottonwood, Rafter J, Melody	2/27/2021 1:42 PM
196	none	2/27/2021 12:30 PM
197	Melody, John Dodge	2/27/2021 11:49 AM
198	NONE	2/27/2021 11:40 AM
199	Cottonwood, Rafter J, Melody Ranch	2/27/2021 10:48 AM
200	Golf & tennis, Teton Pines	2/27/2021 9:58 AM
201	Melody ranch	2/27/2021 9:24 AM
202	Cottonwood Park Subdivision	2/27/2021 9:20 AM
203	Now sure	2/27/2021 9:11 AM
204	area near Calico	2/27/2021 8:52 AM
205	None	2/27/2021 8:51 AM
206	dairy ranch	2/27/2021 8:50 AM
207	The Cottonwood Flats Townhomes	2/27/2021 8:48 AM
208	Across from rodeo grounds, JHMR housing, millward condos by srb	2/27/2021 8:34 AM
209	Cottonwood, rafter j, rangeview	2/27/2021 7:33 AM
210	Vail, Boulder co	2/27/2021 7:24 AM
211	Melody Ranch	2/27/2021 7:01 AM

212	Cottonwood?	2/27/2021 6:00 AM
213	Golf and tennis area, solitude, owl creek, etc.	2/26/2021 10:01 PM
214	cottonwood park	2/26/2021 9:24 PM
215	The Grove, Jackson, WY. Cherry Creek, Denver, CO.	2/26/2021 9:22 PM
216	Cottonwood, melody, rafter J	2/26/2021 9:15 PM
217	Rafter J, Melody & Cottonwood	2/26/2021 8:36 PM
218	Melody	2/26/2021 7:58 PM
219	None excessive regulation and conservation	2/26/2021 7:55 PM
220	Blair, Aspen Meadows…anything before 2015 when the real estate market became a joke.	2/26/2021 6:56 PM
221	Leave it alone. Too many people, too many cars already	2/26/2021 6:33 PM
222	It should not be developed	2/26/2021 5:58 PM
223	leave it alone	2/26/2021 5:28 PM
224	Elements from Creekside and Elk Run (the path along the creek), elements from Rafter J, Cottonwood (housing types, but should be higher density).	2/26/2021 5:22 PM
225	Game creek, Melody	2/26/2021 5:21 PM
226	Cottonwood Park	2/26/2021 5:09 PM
227	Cottonwood, Rafter J	2/26/2021 5:04 PM
228	the Aspens but better	2/26/2021 5:03 PM
229	Not sure	2/26/2021 4:51 PM
230	I can't think of any	2/26/2021 4:45 PM
231	Rafter J	2/26/2021 4:44 PM
232	Cottonwood	2/26/2021 4:43 PM
233	Not many in TC; which is why this is such a huge opportunity.	2/26/2021 4:33 PM
234	Jackson downtown apartments/tinyhomes	2/26/2021 4:31 PM
235	Melody Ranch	2/26/2021 3:44 PM
236	Melody, Cottonwood,	2/26/2021 3:21 PM
237	Buckeye and Surprise, AZ = Arizona Parkways	2/26/2021 2:13 PM
238	South Park Feed Grounds	2/26/2021 12:42 PM
239	It should not be developed	2/26/2021 12:08 PM
240	Melody Ranch	2/26/2021 11:58 AM
241	The Stapleton Project (Denver, CO)	2/26/2021 11:44 AM
242	King Street affordable homes	2/26/2021 11:08 AM
243	Cottonwood area, Rafter J, Melody (affordable area), Wilson downtown, Aspens	2/26/2021 11:04 AM
244	Rafter J, East Jackson with May Park	2/26/2021 11:01 AM
245	Mid/High Density Housing that’s Sensitive to Our unique landscape. There isn’t really an analogous development I can think of in our County.	2/26/2021 10:53 AM
246	Hall street, Aspens,	2/26/2021 10:51 AM
247	South Park is unique and should remain so	2/26/2021 10:47 AM
248	Jackson has become over developed, endless growth is not progress	2/26/2021 10:44 AM

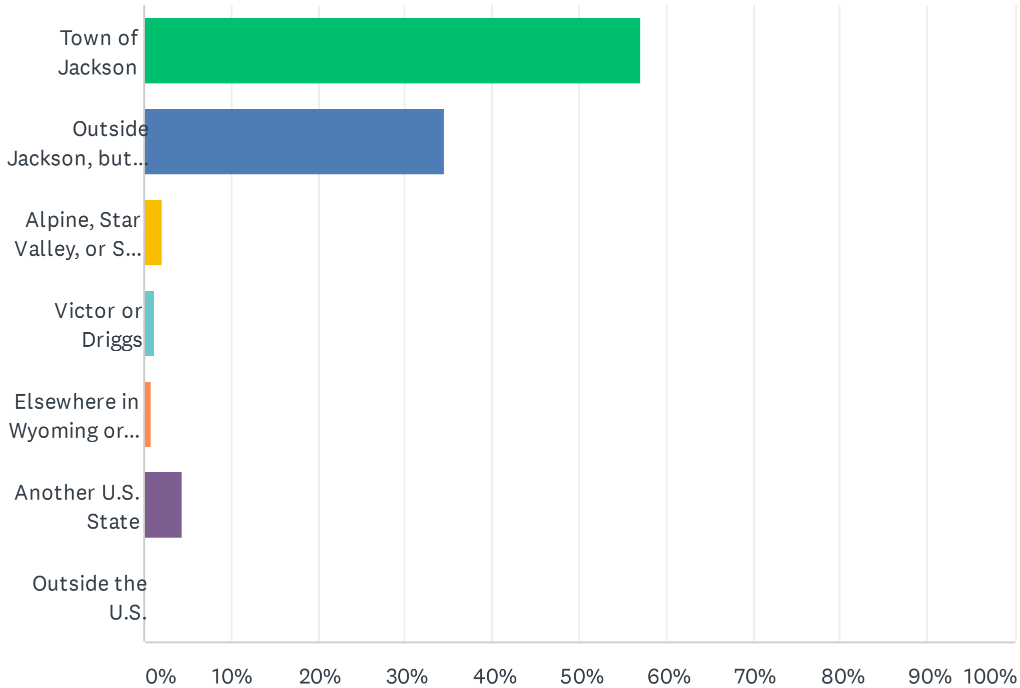
249	Cottonwood, affordable units on Redmond (w/ public transit access)	2/26/2021 10:35 AM
250	Condos at South Park road where it joins Tribal Trails. But more space between buildings, more trees Landscaping around buildings facing High School Road. A buffer of trees similar to west side of South Park Road, and neutral house colors to blend in with trees. Don’t remove any existing trees. Incorporate a walking path & water features such as at Melody Ranch.	2/26/2021 9:58 AM
251	NSP should be a single family home neighborhood, like Rafter J, Cottonwood Creek, or Melody Ranch plus workforce housing restrictions.	2/26/2021 9:38 AM
252	Melody ranch and rafter J	2/26/2021 9:36 AM
253	GTNP	2/26/2021 9:24 AM
254	east jackson	2/26/2021 9:07 AM
255	It should not be developed	2/26/2021 9:04 AM
256	None!	2/26/2021 9:02 AM
257	Cottonwood.	2/26/2021 8:53 AM
258	Northeast side by Elk Refuge	2/26/2021 8:50 AM
259	Conservation lands	2/26/2021 8:48 AM
260	None	2/26/2021 8:43 AM
261	East Jackson, North Boulder co.	2/26/2021 8:30 AM
262	combination of Town of Jackson east of Karns Meadows with well defined growth boundaries.	2/26/2021 8:28 AM
263	cottonwood	2/26/2021 8:27 AM
264	Rafter J with the addition of some higher density housing options in the mix. But houses with space would be the priority.	2/26/2021 8:03 AM
265	The ranches across the street with conservation easement.	2/26/2021 7:58 AM
266	Rafter J- esque	2/26/2021 7:46 AM
267	Indian Trails	2/26/2021 7:40 AM
268	nature-leave it as is	2/26/2021 7:05 AM
269	Melody ranch affordable neighborhood. It's mixed housing, offers natural pathways and palyground	2/26/2021 6:39 AM
270	Melody ranch	2/26/2021 6:23 AM
271	Whitefish mr offers stand alone housing at affordable prices for workforce	2/26/2021 5:44 AM
272	Hidden hollows	2/26/2021 12:49 AM
273	The affordable parts of Melody Ranch	2/26/2021 12:03 AM
274	It should be less dense than town and the same or less than rafter j	2/25/2021 11:43 PM
275	No good examples make a new one.	2/25/2021 10:44 PM
276	Melody Ranch, Wilson Meadows	2/25/2021 9:51 PM
277	It should not be developed	2/25/2021 8:54 PM
278	Anderson lane housing complex	2/25/2021 8:46 PM
279	None. Too many rich fuckheads have bought up the land	2/25/2021 8:31 PM
280	R Park	2/25/2021 8:29 PM
281	None come to mind	2/25/2021 8:20 PM
282	Cottonwood park	2/25/2021 8:13 PM
283	None. Let it be.	2/25/2021 8:12 PM

284	Rafter J	2/25/2021 8:11 PM
285	Rafter J subdivision which has a large open space corridor which attracts various types of wildlife.	2/25/2021 7:52 PM
286	JH Golf&Tennis,Teton Pines,North Hardeman Ranch	2/25/2021 7:48 PM
287	E Hall is a great mix of affordables and market rate housing, upcoming Red House apartments, the affordable section of melody ranch.	2/25/2021 7:30 PM
288	Melody ranch/rafter j	2/25/2021 7:11 PM
289	There aren't any	2/25/2021 6:56 PM
290	Subarea to the north including, including Blair Place, etc	2/25/2021 6:54 PM
291	Leave it the same	2/25/2021 6:04 PM
292	Spring gulch	2/25/2021 6:04 PM
293	Garaman Park trails connected diverse housing options.	2/25/2021 6:03 PM
294	Rafter J	2/25/2021 6:00 PM
295	The "Target Range" neighborhood of Missoula	2/25/2021 5:58 PM
296	Chamonix	2/25/2021 5:56 PM
297	maybe Hidden Hollow or the developments just to the north of HS Road	2/25/2021 5:50 PM
298	East Jackson density	2/25/2021 5:42 PM
299	Rafter J/Melody	2/25/2021 5:36 PM
300	Shooting Star, 3 Creek	2/25/2021 5:16 PM
301	Cottonwood or maybe Rafter J but with roads that can be plowed and PATHWAY	2/25/2021 5:11 PM
302	Cottonwood park, Rafter J, Melody ranch	2/25/2021 5:09 PM
303	Given current land values there isn't	2/25/2021 5:02 PM
304	Cottonwood or Walton Ranch. Not in between	2/25/2021 4:59 PM
305	The Aspens	2/25/2021 4:58 PM
306	East Jackson 10 years ago	2/25/2021 4:55 PM
307	don't know of ideal local examples; others: Bridger View in Bozeman: https://bridgerview.org/; UC Davis West Village in CA: https://westvillage.ucdavis.edu/	2/25/2021 4:55 PM
308	Spring Gulch.	2/25/2021 4:52 PM
309	Melody ranches. Rafter J. Cottonwood.	2/25/2021 4:44 PM
310	Rafter J. Melody Ranch	2/25/2021 4:43 PM
311	Not another grove	2/25/2021 4:42 PM
312	The affordable homes near South Park Loop Road; Red House Apartments; East Hall Ave.	2/25/2021 4:36 PM
313	Cottonwood park	2/25/2021 4:12 PM
314	Gill addition/East Jackson	2/25/2021 4:09 PM
315	A good question	2/25/2021 4:02 PM
316	Cottonwood	2/25/2021 3:14 PM
317	Boyles Hill Road Fall Creek Road	2/25/2021 3:14 PM
318	Europe. Scandinavian high efficiency communities	2/25/2021 3:12 PM
319	Steamboat Springs, CO	2/25/2021 3:10 PM

320	Rafter J	2/25/2021 2:28 PM
321	Cottonwood Park Rafter J	2/25/2021 1:50 PM
322	Redmond rental units, not an apartment but still unique and hold a lot of people.	2/25/2021 1:32 PM
323	If annexed to town, referendum and have voters decide	2/25/2021 1:26 PM
324	Solitude	2/25/2021 1:24 PM
325	Wilson Meadows, parts of Melody Ranch	2/25/2021 1:18 PM
326	It should not be developed	2/25/2021 1:15 PM
327	Density like Teton Pines	2/25/2021 1:01 PM
328	SPRING GULCH, LARGE HOMES ON ACERAGE SO THE CURRENT LAND OWNERS CAN MAKE MONEY AND IT ISNT AN EYE SORE FOR EVERYONE ELSE	2/25/2021 12:58 PM
329	Amersfoort, Netherlands: multiple small housing developments, mixed housing	2/25/2021 12:53 PM
330	apartment buildings/cottonwood flats/blair apartments/rafter J/cottonwood, mix of apartments, townhomes, and single family detached with emphasis on apartments and townhomes	2/25/2021 12:32 PM
331	Wastewater management, wildlife habitat	2/25/2021 12:26 PM
332	Cotton wood homes with open space	2/25/2021 12:16 PM
333	cottonwood	2/25/2021 12:10 PM
334	Melody Ranch for its residential style - It has varying levels of affordability. Its open. The pathways and community parks/zones are nice. Its not pretentious.	2/25/2021 11:48 AM
335	Cottonwood flats with park for children/dog run, possible option for small businesses	2/25/2021 11:46 AM
336	Cottonwood park	2/25/2021 11:45 AM
337	Not sure	2/25/2021 11:31 AM
338	rafter j, cottonwood before prices sky rocketed	2/25/2021 11:26 AM
339	Melody, Wilson Meadows	2/25/2021 9:13 AM
340	Rafter J, but with affordable components	2/25/2021 8:56 AM
341	Rafter J	2/25/2021 7:21 AM
342	The Aspens and Hidden Hollow	2/25/2021 6:15 AM
343	An Affordable Rafter J with a better layout	2/24/2021 4:21 PM
344	810 West, Creekside Village, the townhomes by blair apartments, single family homes with garages/storage	2/24/2021 2:02 PM
345	East Jackson, core of Wilson, with a bit more density	2/24/2021 1:51 PM
346	Downtown Wilson. Tightly packed but retains character.	2/24/2021 1:06 PM
347	mix of housing types, some affordable some market, a park	2/24/2021 12:36 PM
348	Corner Creek neighborhood, The Grove	2/24/2021 12:14 PM
349	Cottonwood, Ellingwood developments in TC	2/24/2021 12:00 PM

Q5 Tell us about yourself! Where do you live most of the time?

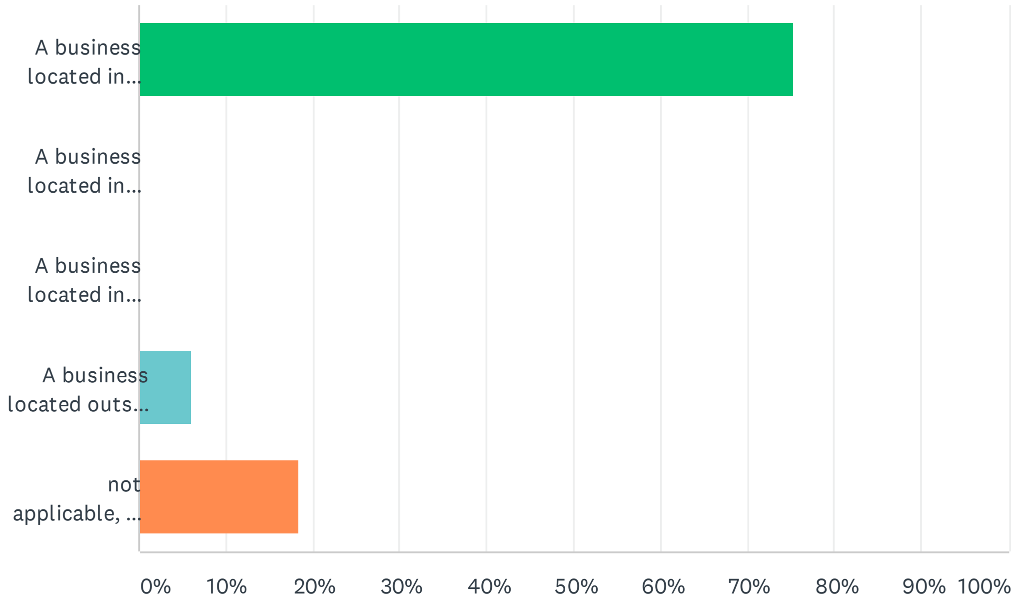
Answered: 396 Skipped: 2



ANSWER CHOICES	RESPONSES	
Town of Jackson	57.07%	226
Outside Jackson, but in Teton County	34.60%	137
Alpine, Star Valley, or Swan Valley	2.02%	8
Victor or Driggs	1.26%	5
Elsewhere in Wyoming or Idaho	0.76%	3
Another U.S. State	4.29%	17
Outside the U.S.	0.00%	0
TOTAL		396

Q6 Where do you work most of the time?

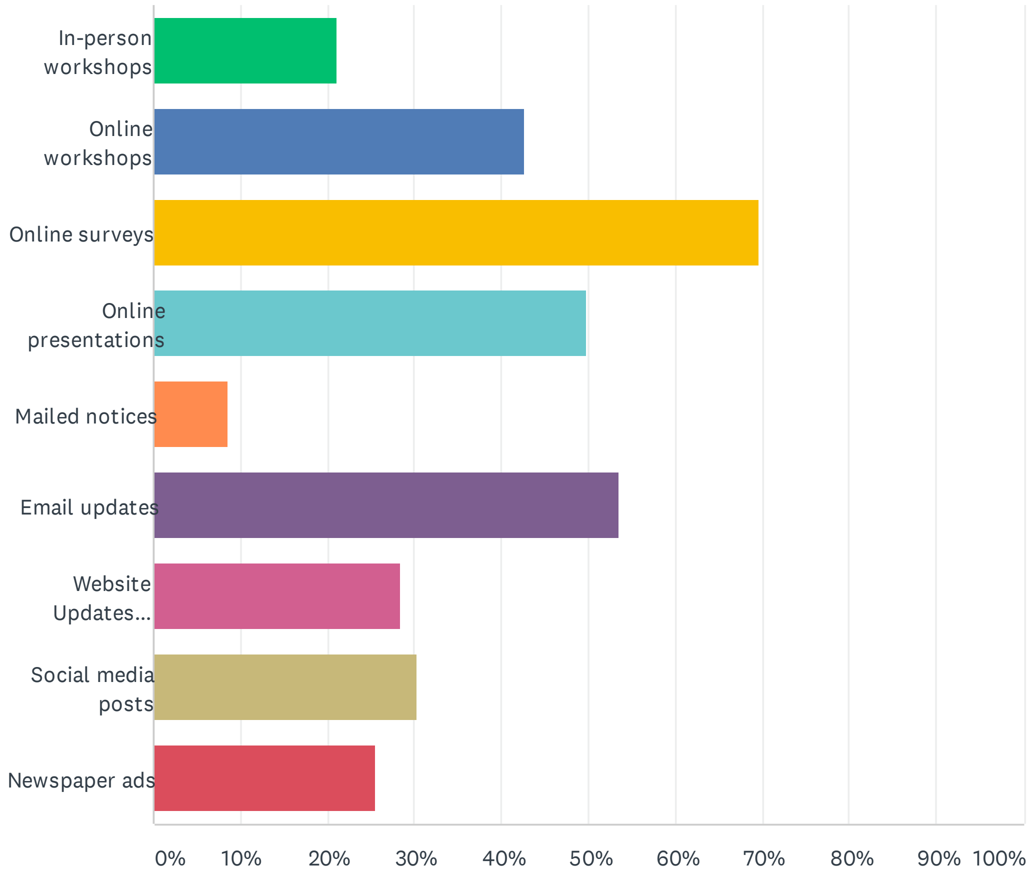
Answered: 396 Skipped: 2



ANSWER CHOICES	RESPONSES	
A business located in Jackson or Teton County	75.25%	298
A business located in Alpine, Star Valley, or Swan Valley	0.00%	0
A business located in Victor or Driggs	0.25%	1
A business located outside the local area (elsewhere in Wyoming or Utah, another U.S. State, or outside the U.S.)	6.06%	24
not applicable, I don't work (student, retired, etc.)	18.43%	73
TOTAL		396

Q7 What is the best way to keep you engaged in this project to continue participating in the planning process? (Check all that apply)

Answered: 387 Skipped: 11



ANSWER CHOICES	RESPONSES	
In-person workshops	21.19%	82
Online workshops	42.64%	165
Online surveys	69.77%	270
Online presentations	49.87%	193
Mailed notices	8.53%	33
Email updates	53.49%	207
Website Updates (bookmark jacksontetonplan.com/northernsouthpark)	28.42%	110
Social media posts	30.23%	117
Newspaper ads	25.58%	99
Total Respondents: 387		

ATTACHMENT 3: PHASE 2 DELIVERABLES

Workshop #1 Community Feedback

Northern South Park Neighborhood Plan

Visioning Workshop

April 2021

TETON COUNTY WYOMING

TOWN OF JACKSON WYOMING

OPTICOS

What's Inside?

Survey Intent

This survey helps the project team better understand community priorities.

These results show where priorities are clear, and where they are not.

- Where there is clear prioritization, the project team can work to incorporate that element into all or most of the alternative scenarios that will be developed.
- Where the community's priority is not clear, the project team will work to demonstrate options through the alternative scenarios to help the community better understand the impacts and trade-offs involved with the different options.
- The scenario alternatives are meant to help move the conversation forward where agreement on priority does not already exist.

General Survey

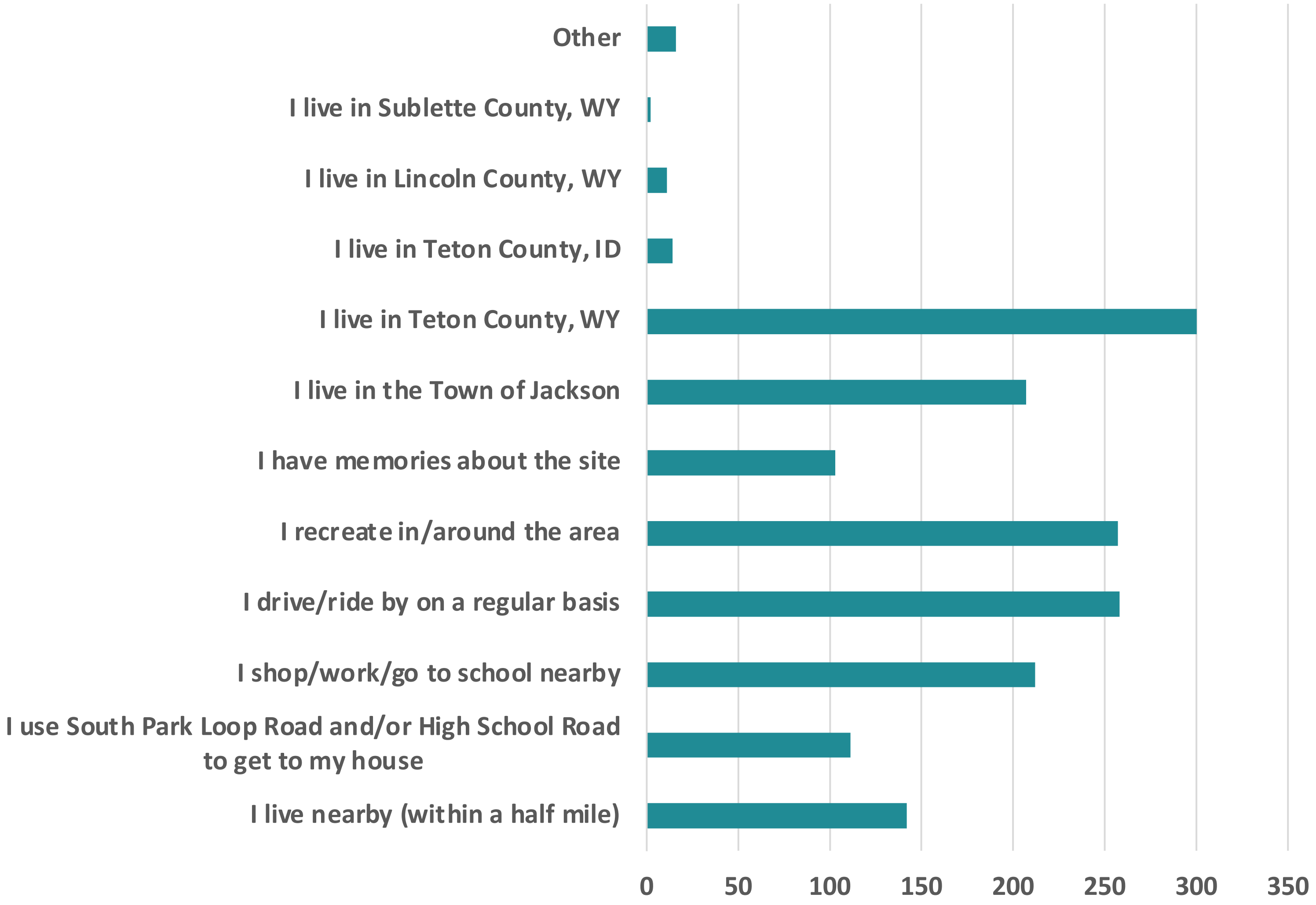
SECTION 1

How it worked.

This survey asked participants to share their priorities with the design team. Ranked-choice survey responses will help the design team understand the community’s vision for Northern South Park.

General Survey – Question 1

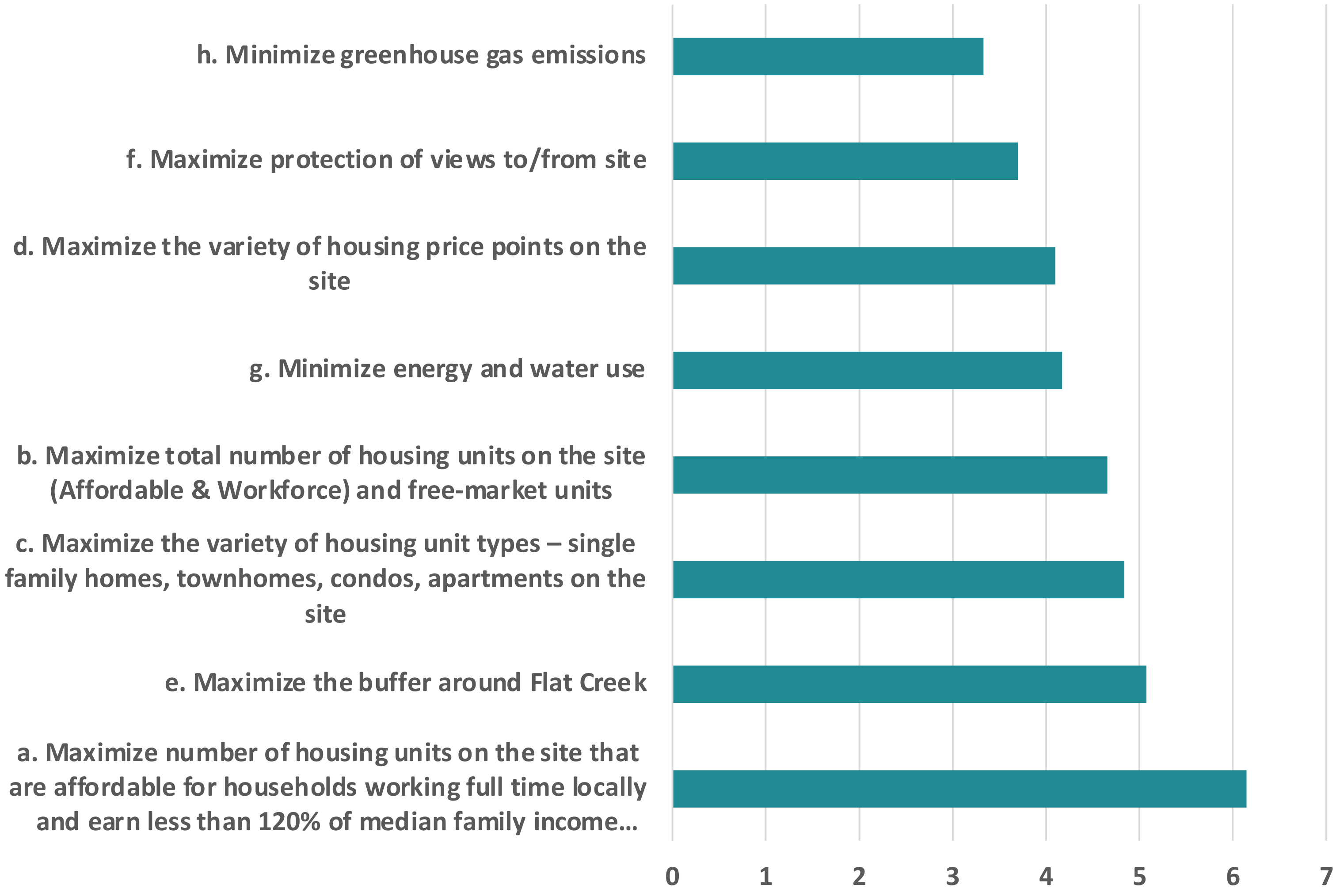
Survey Responses



1. What is your relationship to Northern South Park? (Choose all that apply)

General Survey – Question 2

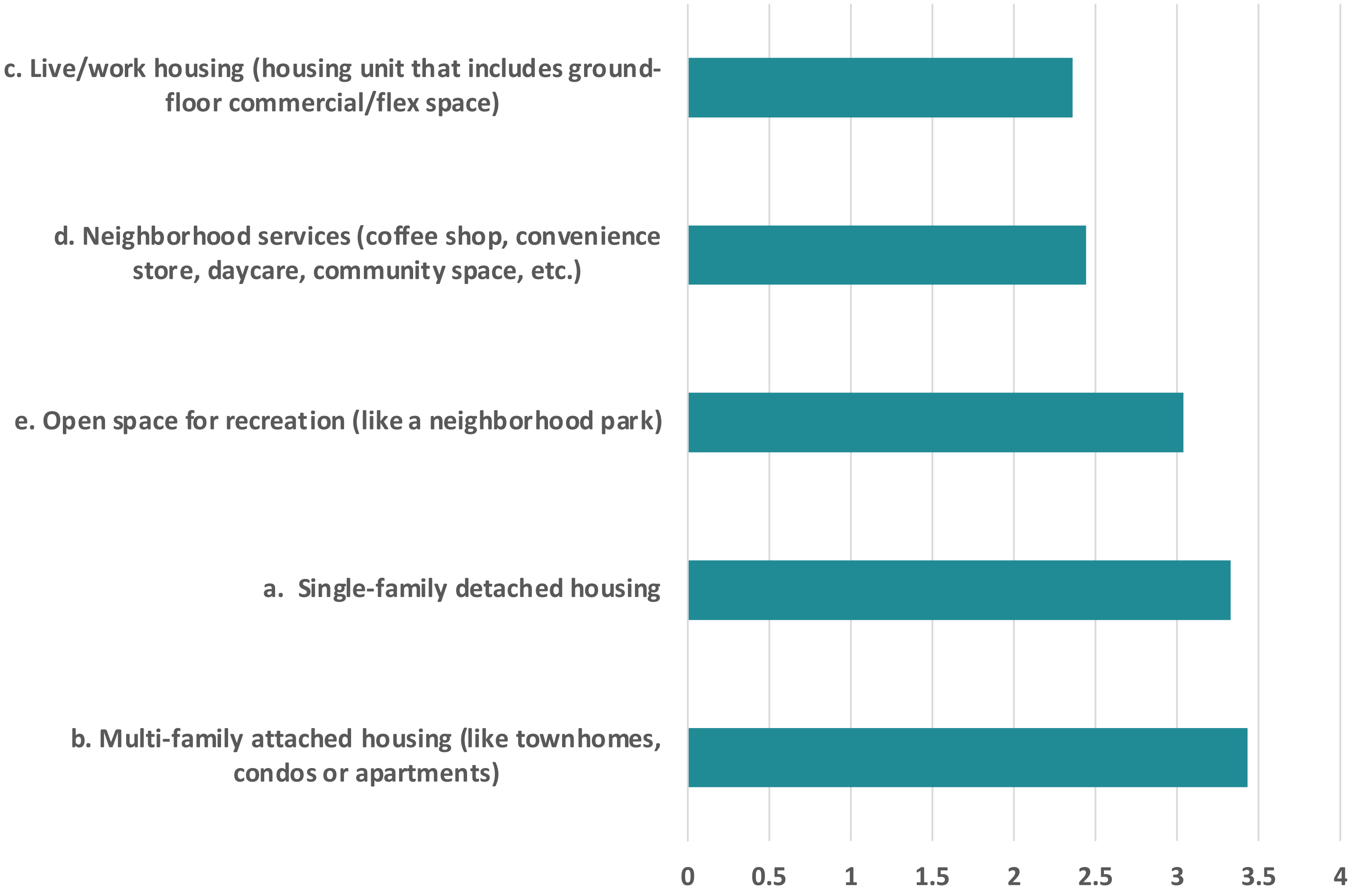
Survey Responses



2. Please drag and drop the following possible objectives for development at Northern South Park from highest priority (1) to lowest priority (8).

General Survey – Question 3

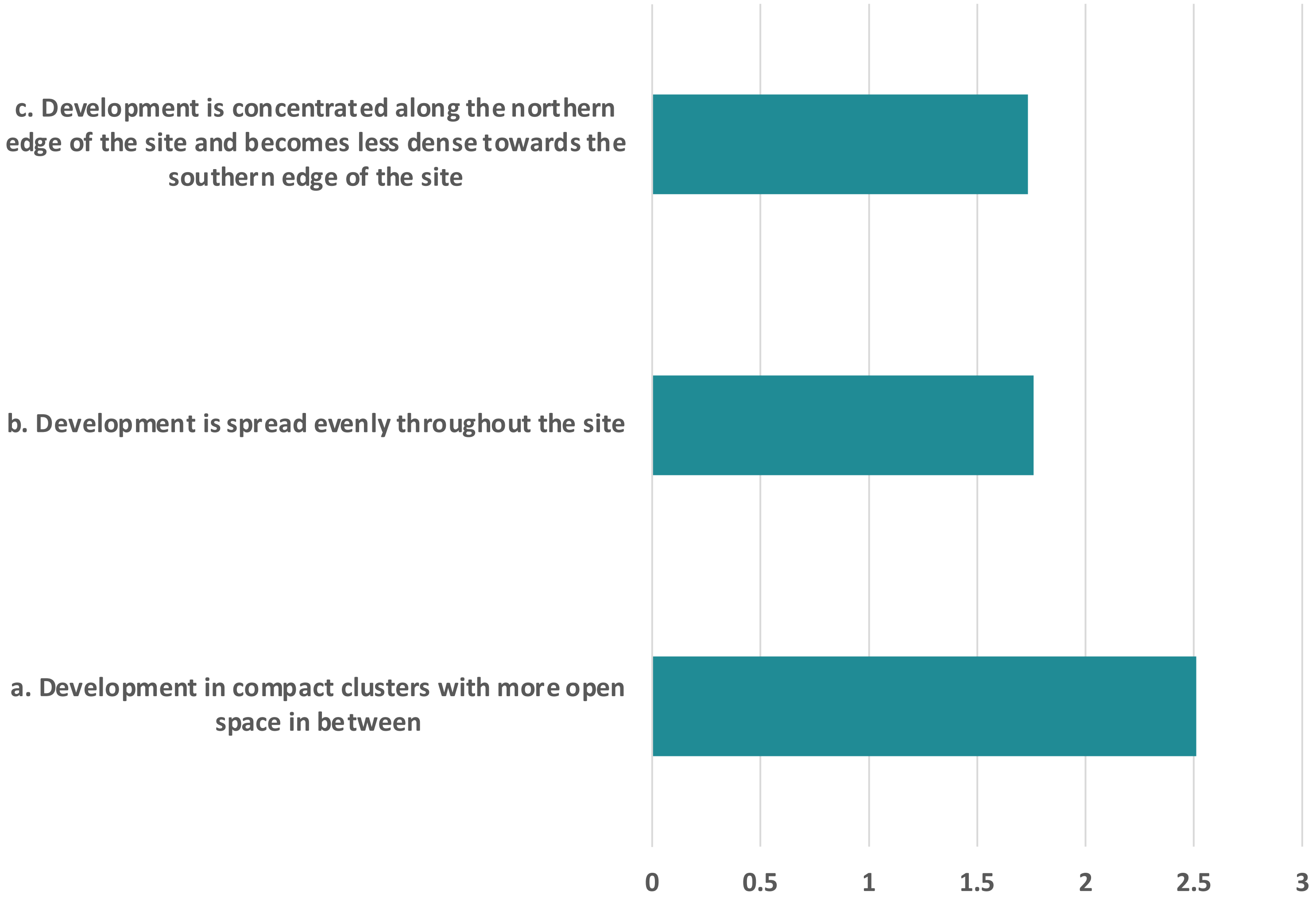
Survey Responses



3. The Comprehensive Plan envisions development at Northern South Park that "improves access to jobs, housing and services, and reduces reliance on single-occupancy car trips". With that in mind, please drag and drop the following uses from highest priority (1) for Northern South Park to lowest priority (5).

General Survey – Question 4

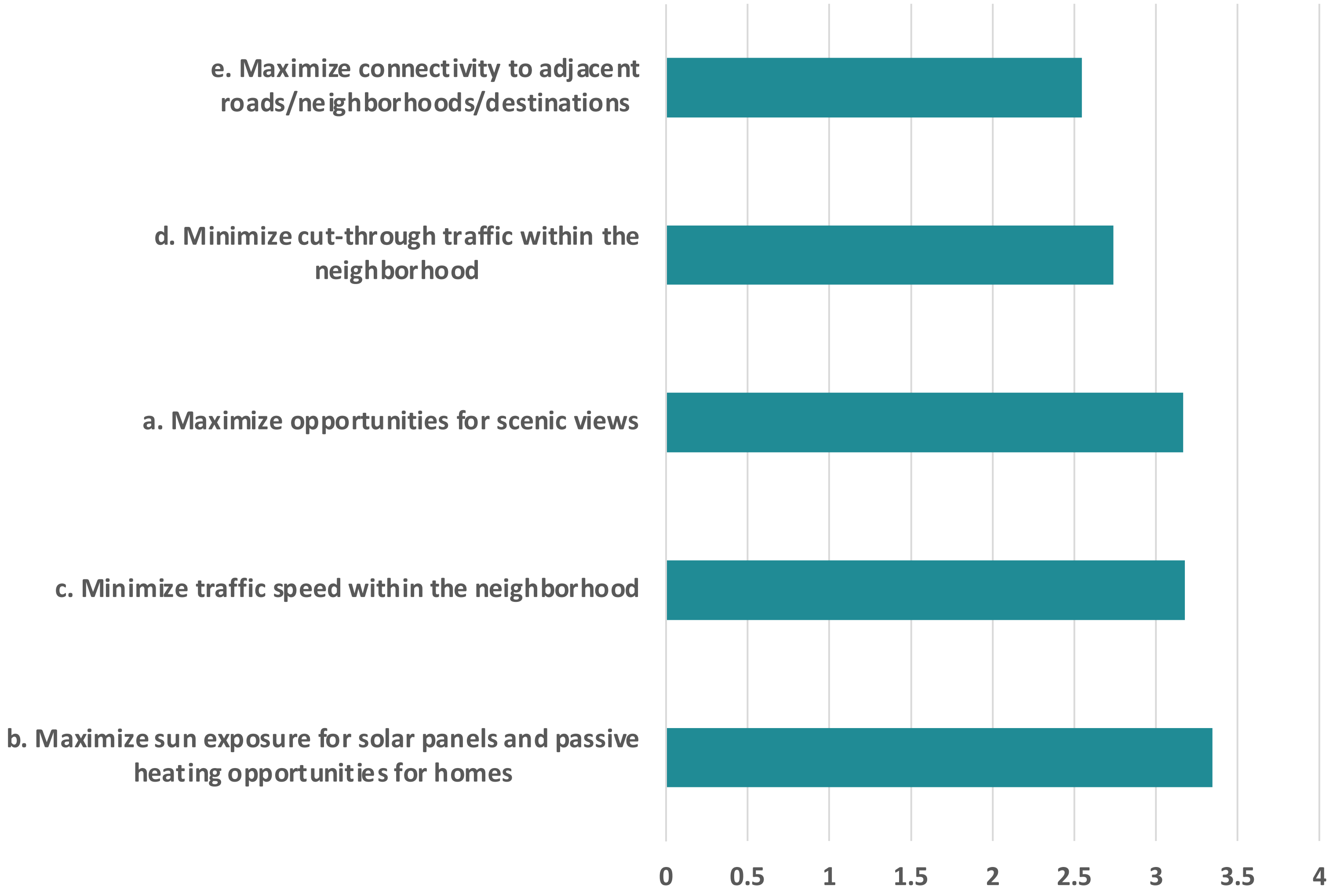
Survey Responses



4. The design team will explore a variety of development options for Northern South Park. Assuming that all scenarios provide buffers around Flat Creek, please drag and drop the following development approaches from most preferred (1) to least preferred (3).

General Survey – Question 5

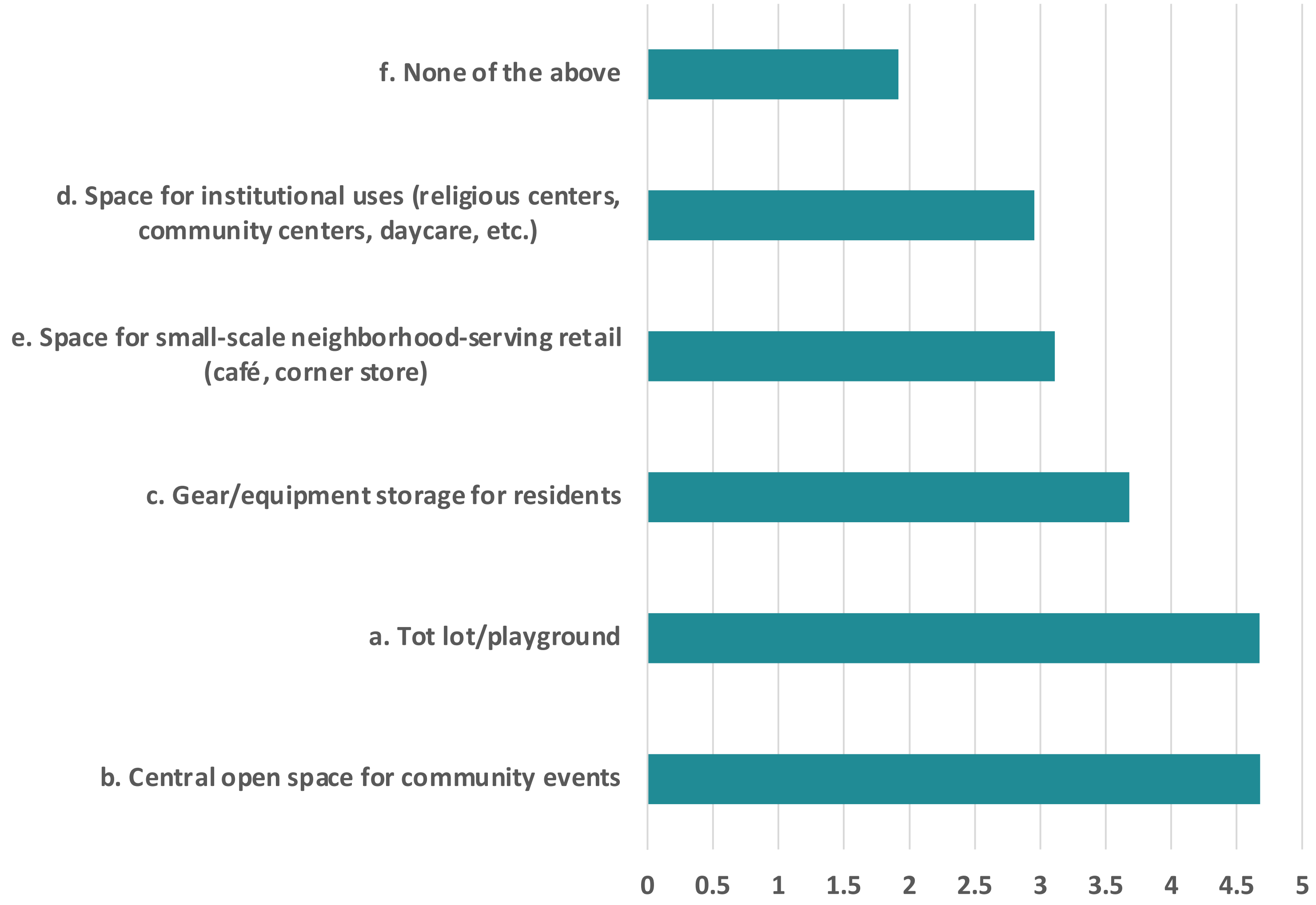
Survey Responses



5. The design team will explore a variety of street and block layouts for Northern South Park that accommodate multi-modal transportation options (walking, biking, automobiles, START bus). Please drag and drop the following street design options from most important (1) to least important (5).

General Survey – Question 6

Survey Responses

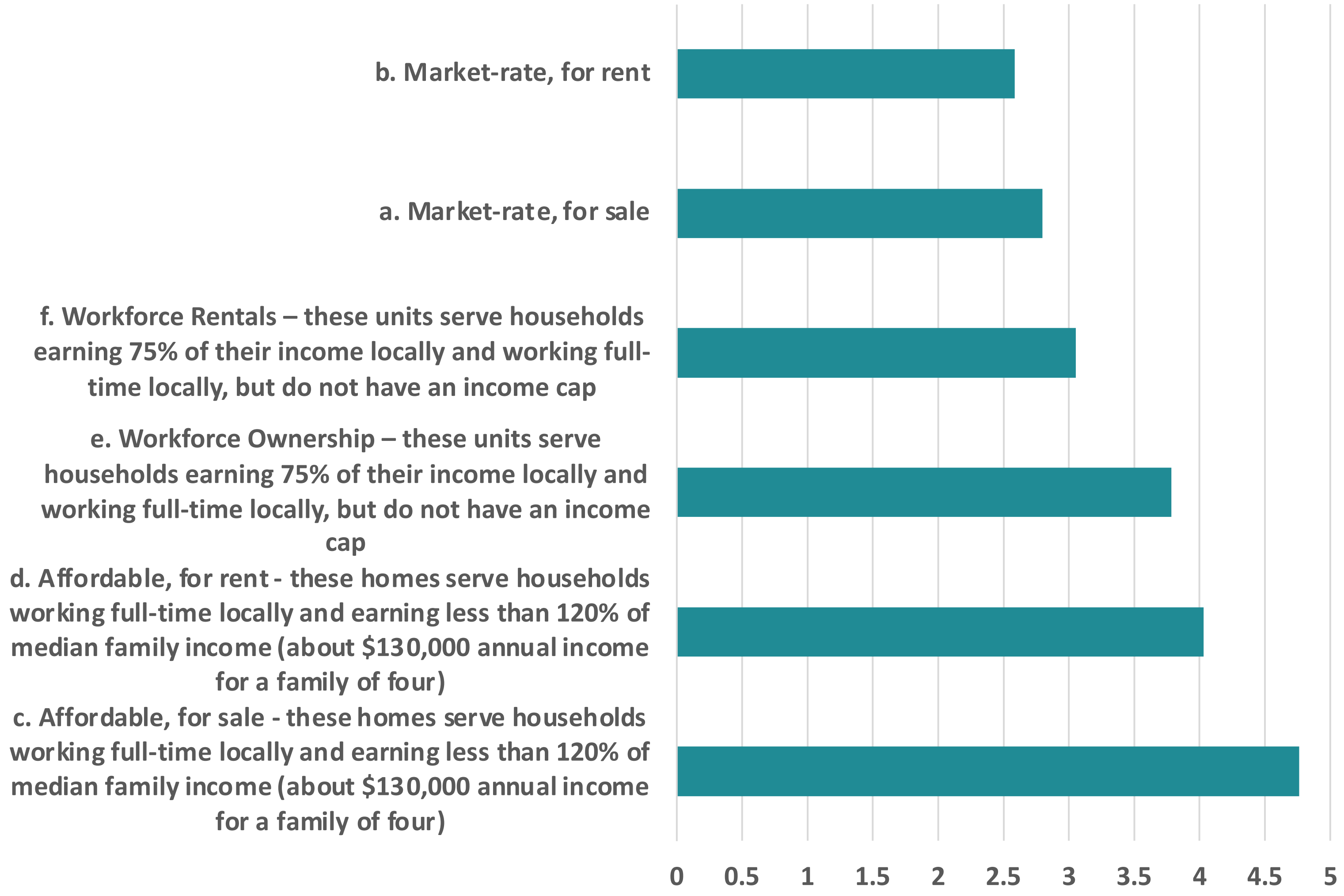


6. The Jackson/Teton County Comprehensive Plan includes Northern South Park as part of the West Jackson "Complete Neighborhood". Complete Neighborhoods are those neighbor-hoods that have a: "defined character and high-quality design; public utilities (water, sewer, and storm sewer); quality public spaces; a variety of housing types; schools, childcare, commercial, recreation, and other amenities within walking distance (1/4 to 1/2 mile) of residences; and connection by complete streets that are safe for all modes of travel".

Keeping in mind the services and amenities that are already located nearby the project site, please drag and drop the following possible amenities from those that are most important (1) to incorporate into the Northern South Park Neighborhood Plan to those that are least important (6).

General Survey – Question 7

Survey Responses



7. Please drag and drop the housing options listed below from highest priority (1) to lowest priority (6).

SECTION

2

Visual Preference Survey Results

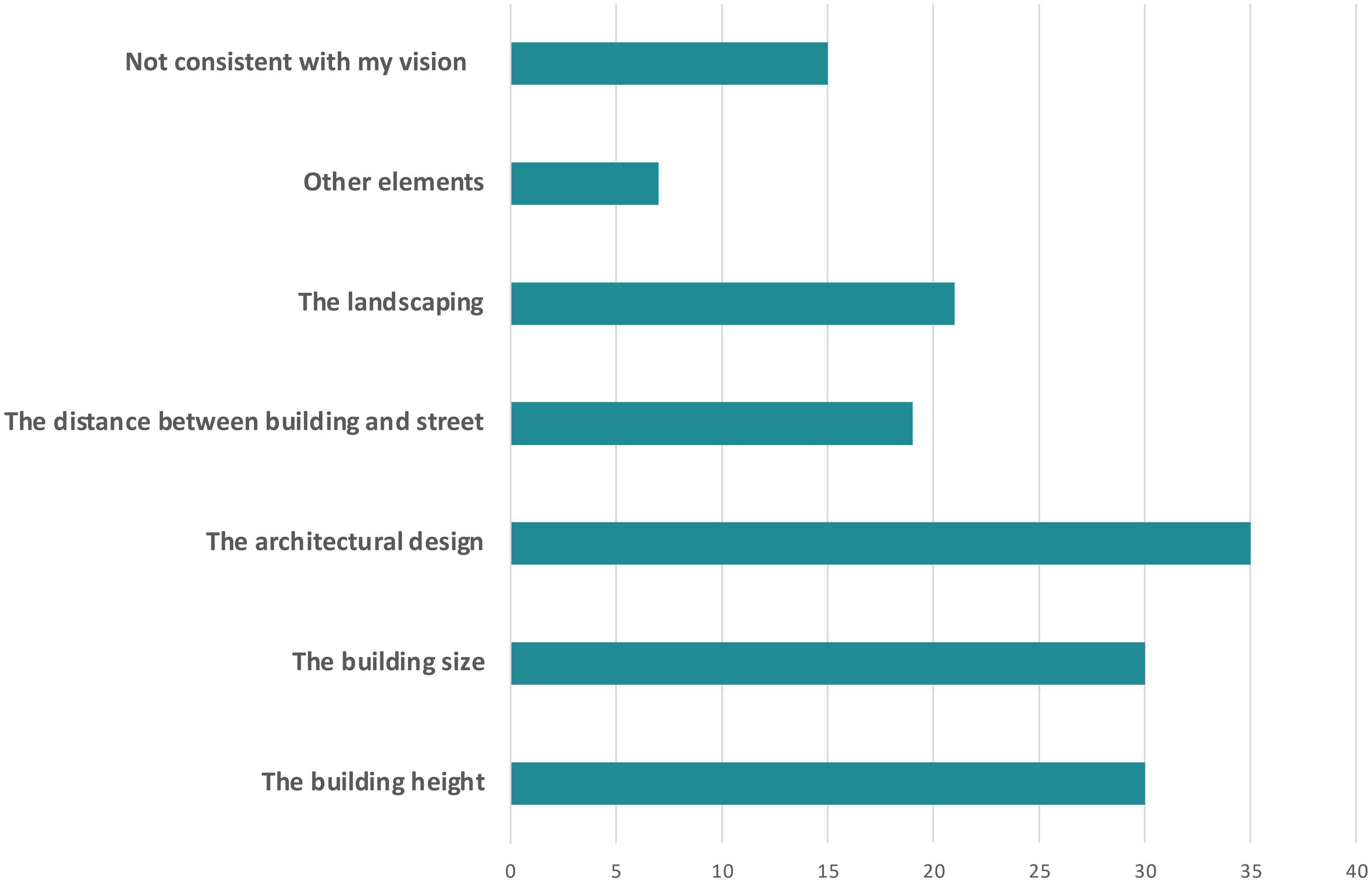
How it worked.

This showed images from other mountain communities that could help to inform the design alternatives that will be prepared for Northern South Park. Participants used a survey associated with each image to let the design team know what they thought about each image and how it should or should not inform the design alternatives. Participants could also write in their own words.

Building Scale

Building Scale – Photo 1

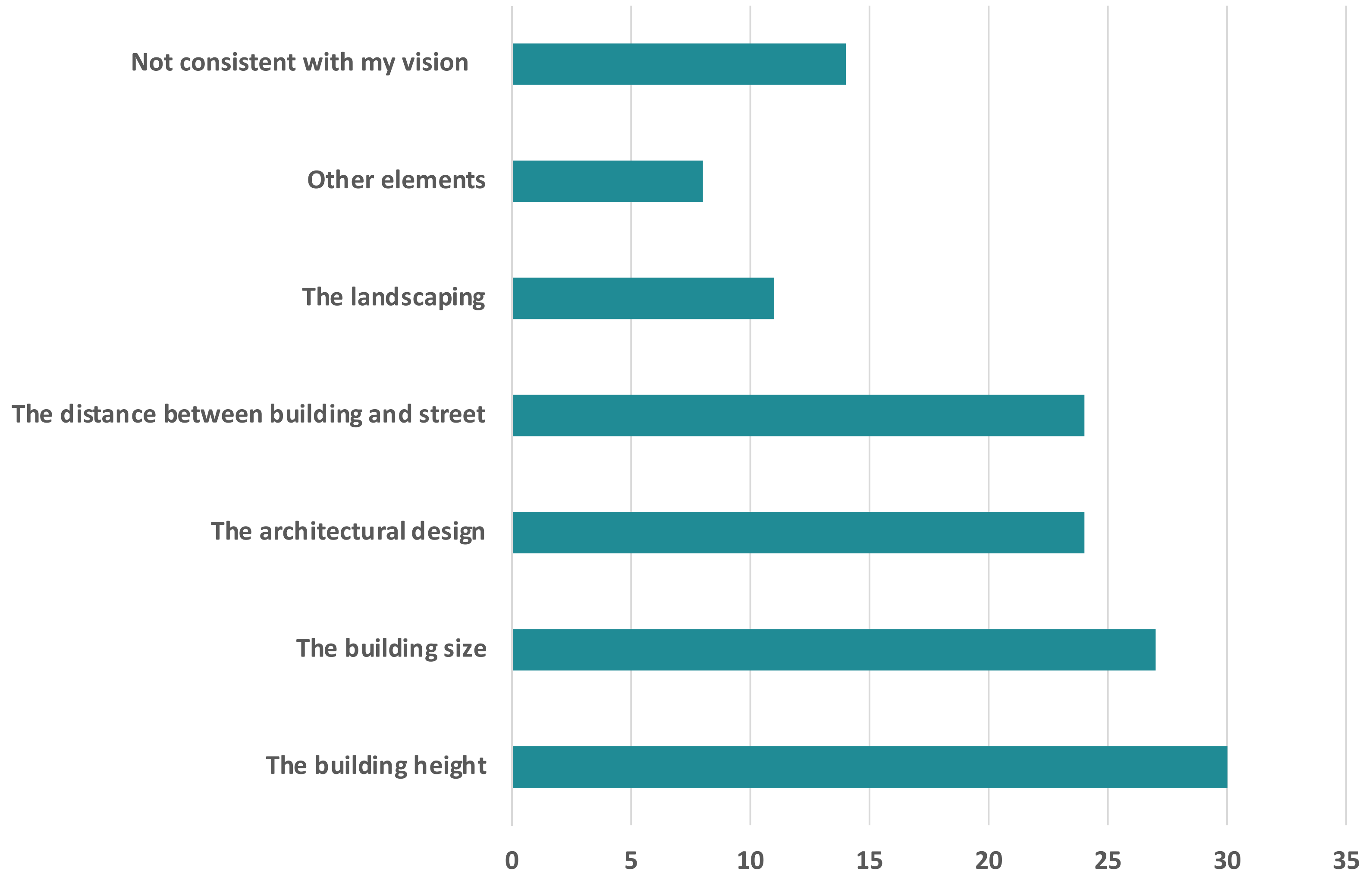
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Building Scale – Photo 2

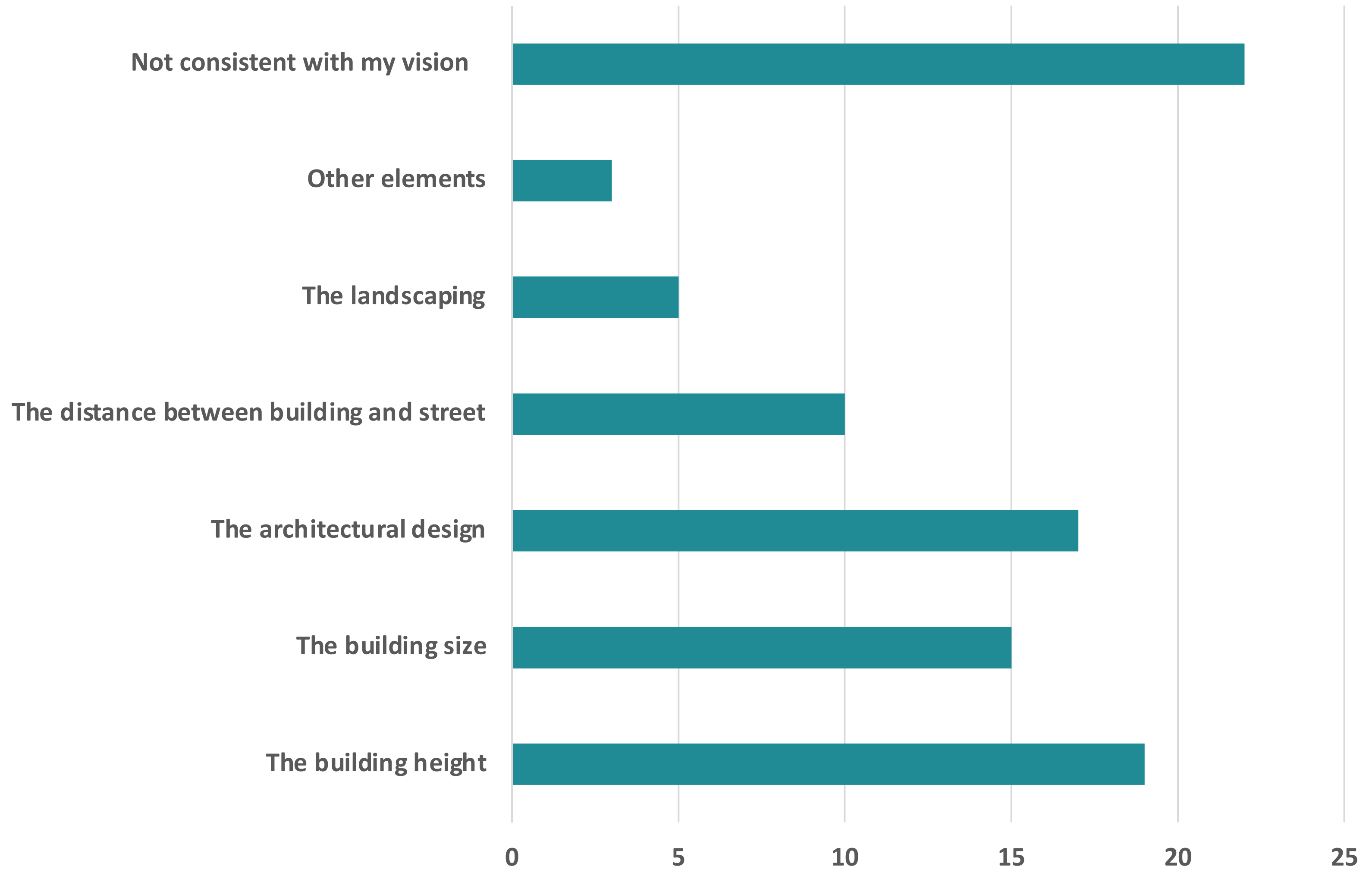
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Building Scale – Photo 3

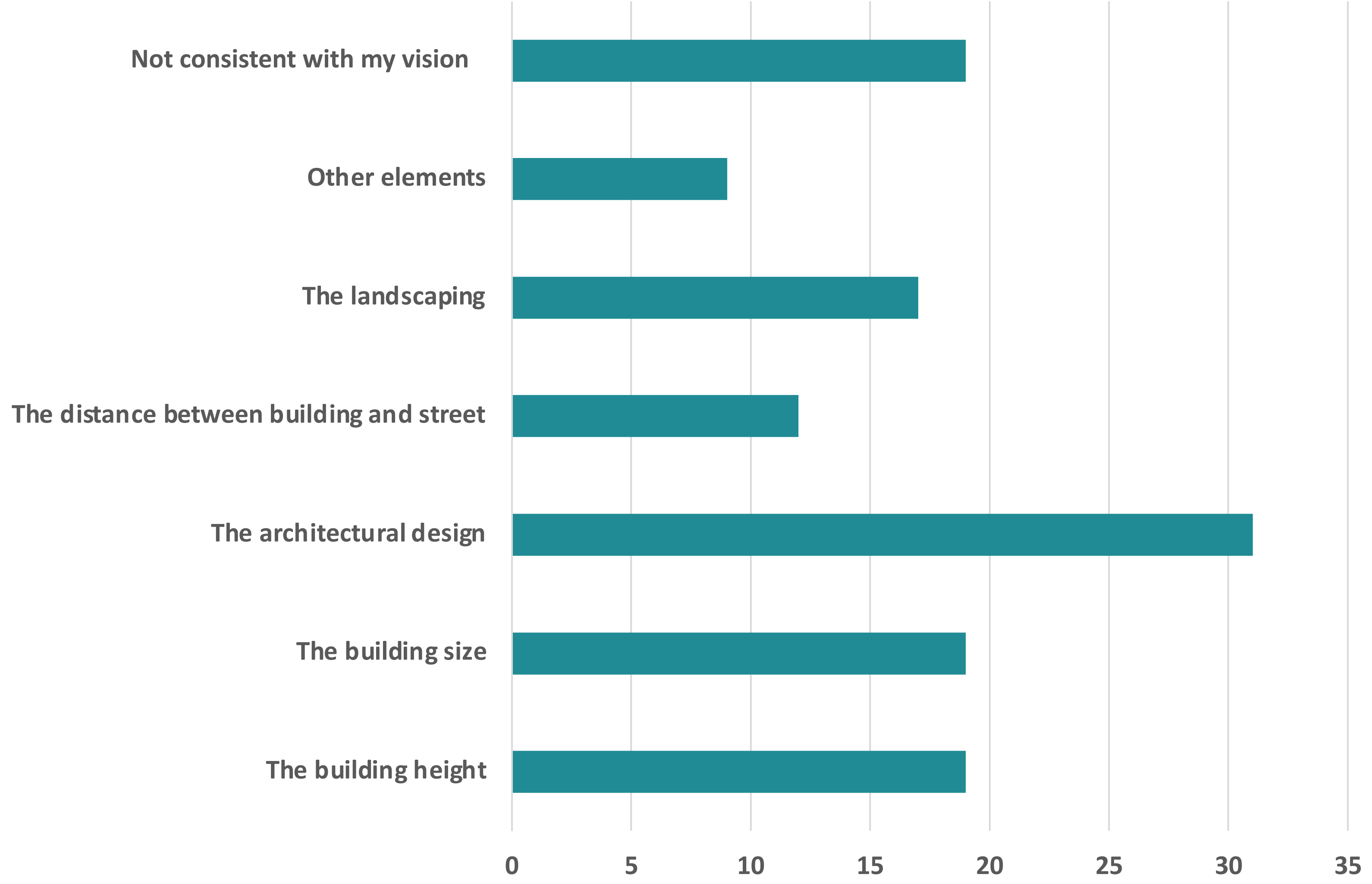
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Building Scale – Photo 4

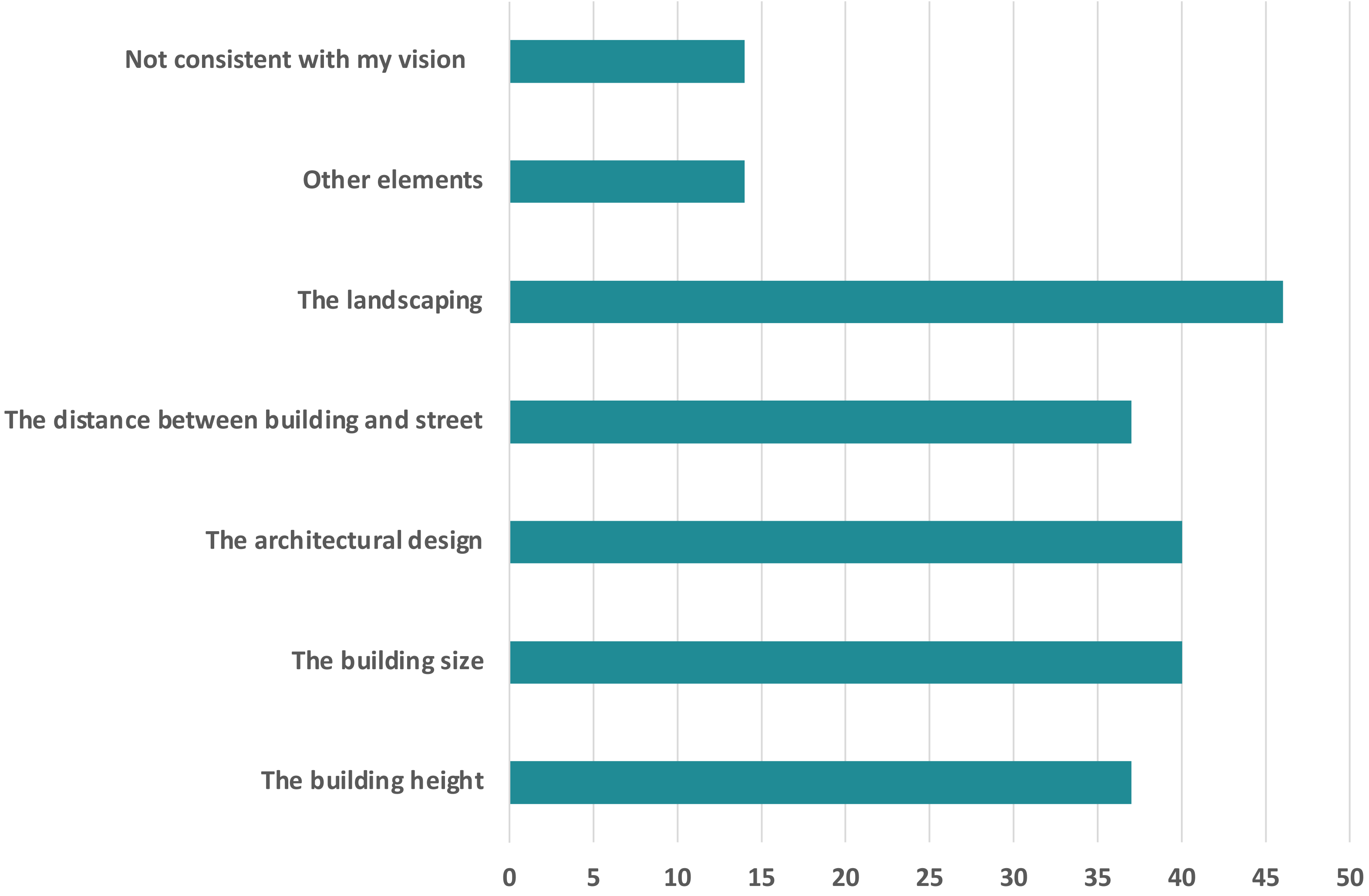
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Building Scale – Photo 5

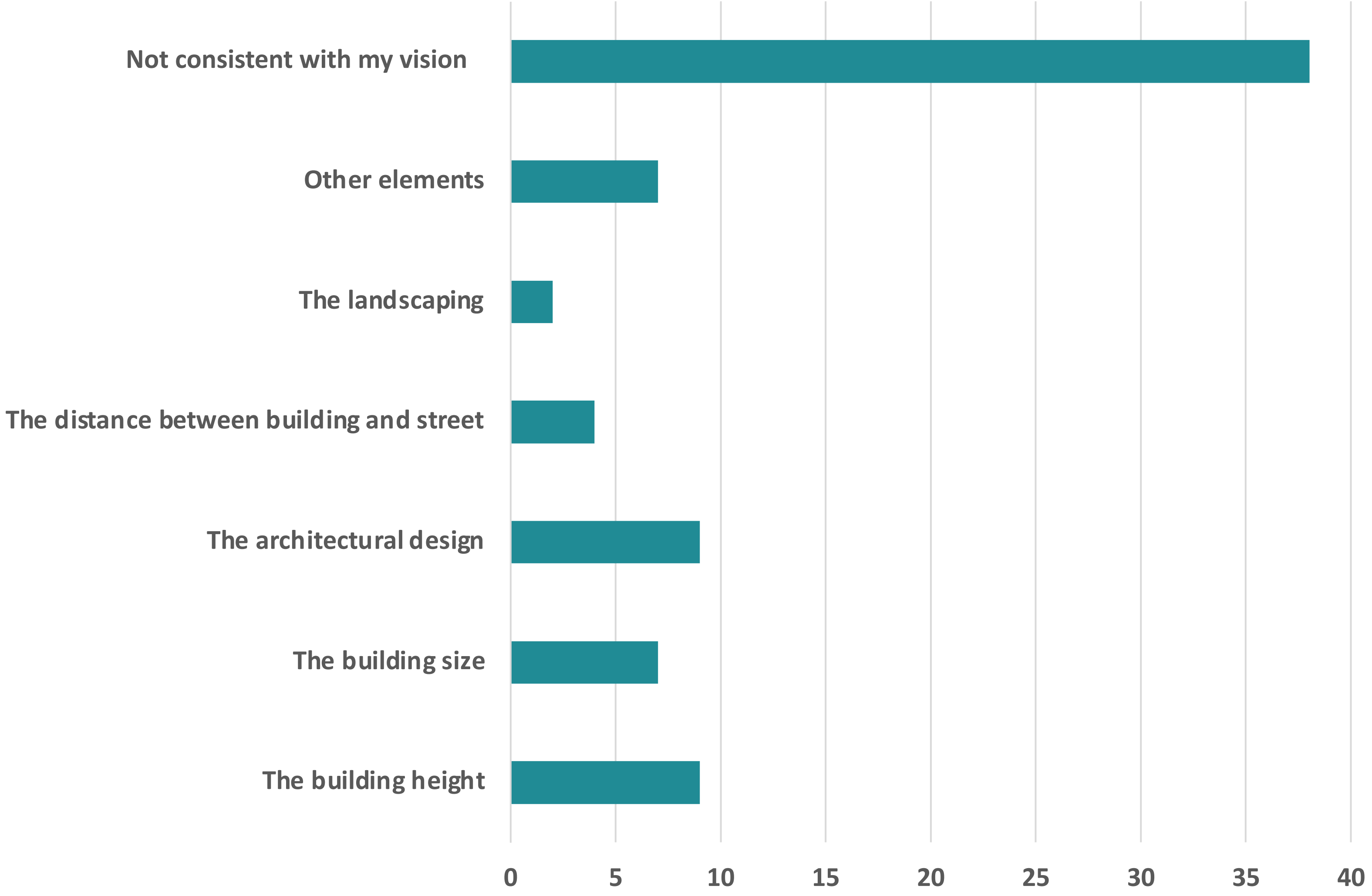
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Building Scale – Photo 6

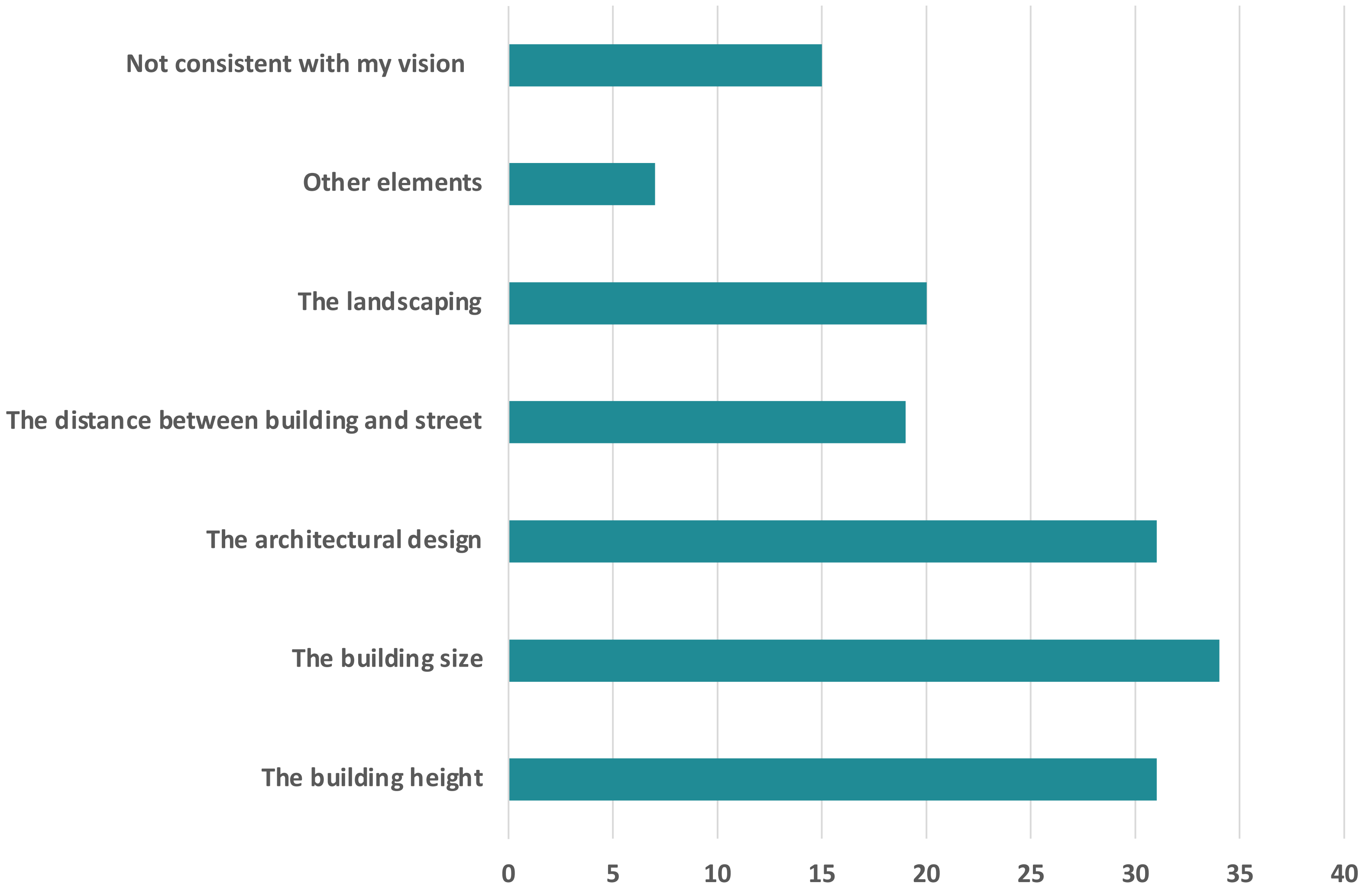
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Building Scale – Photo 7

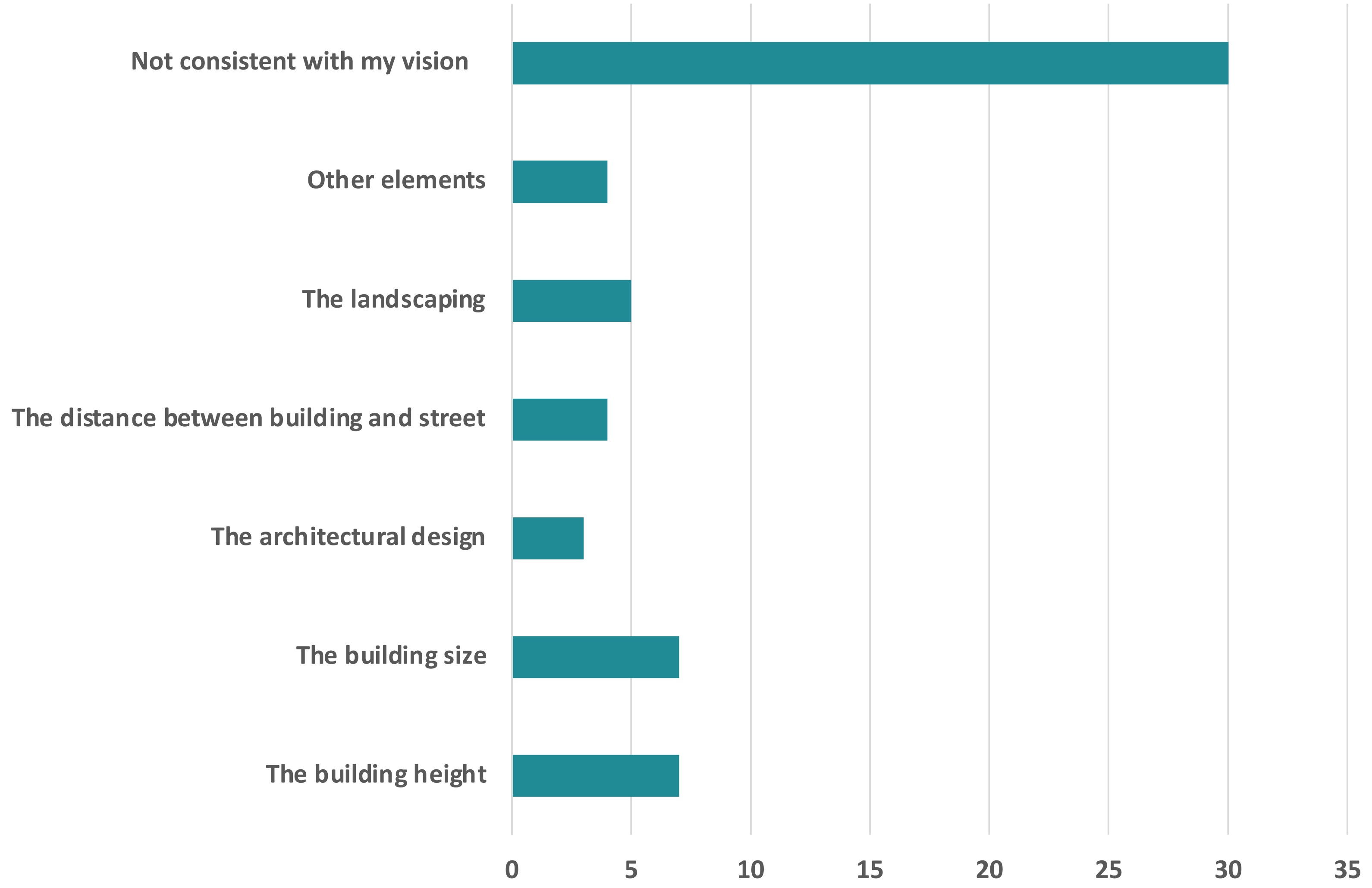
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Building Scale – Photo 8

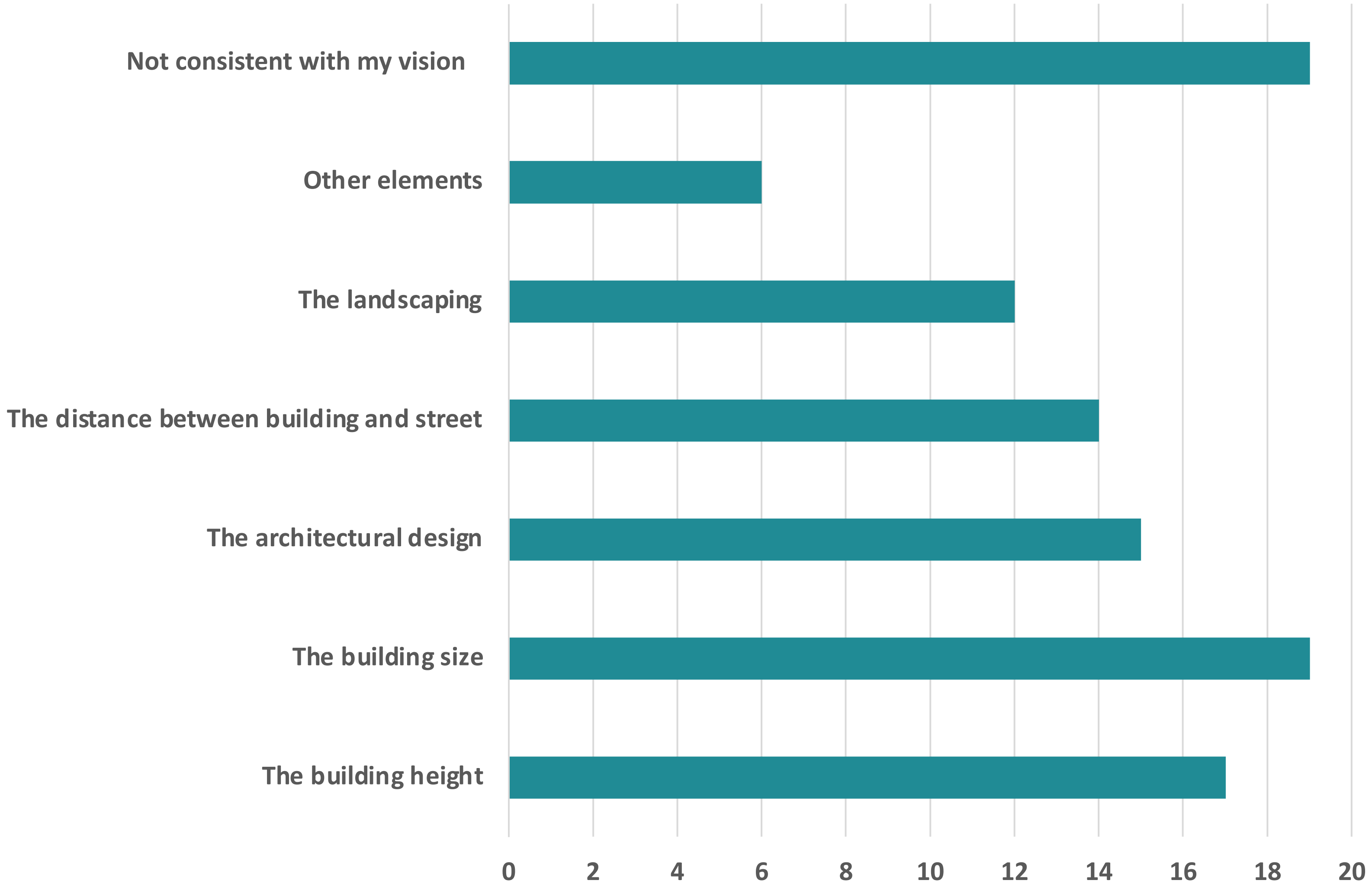
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Building Scale – Photo 9

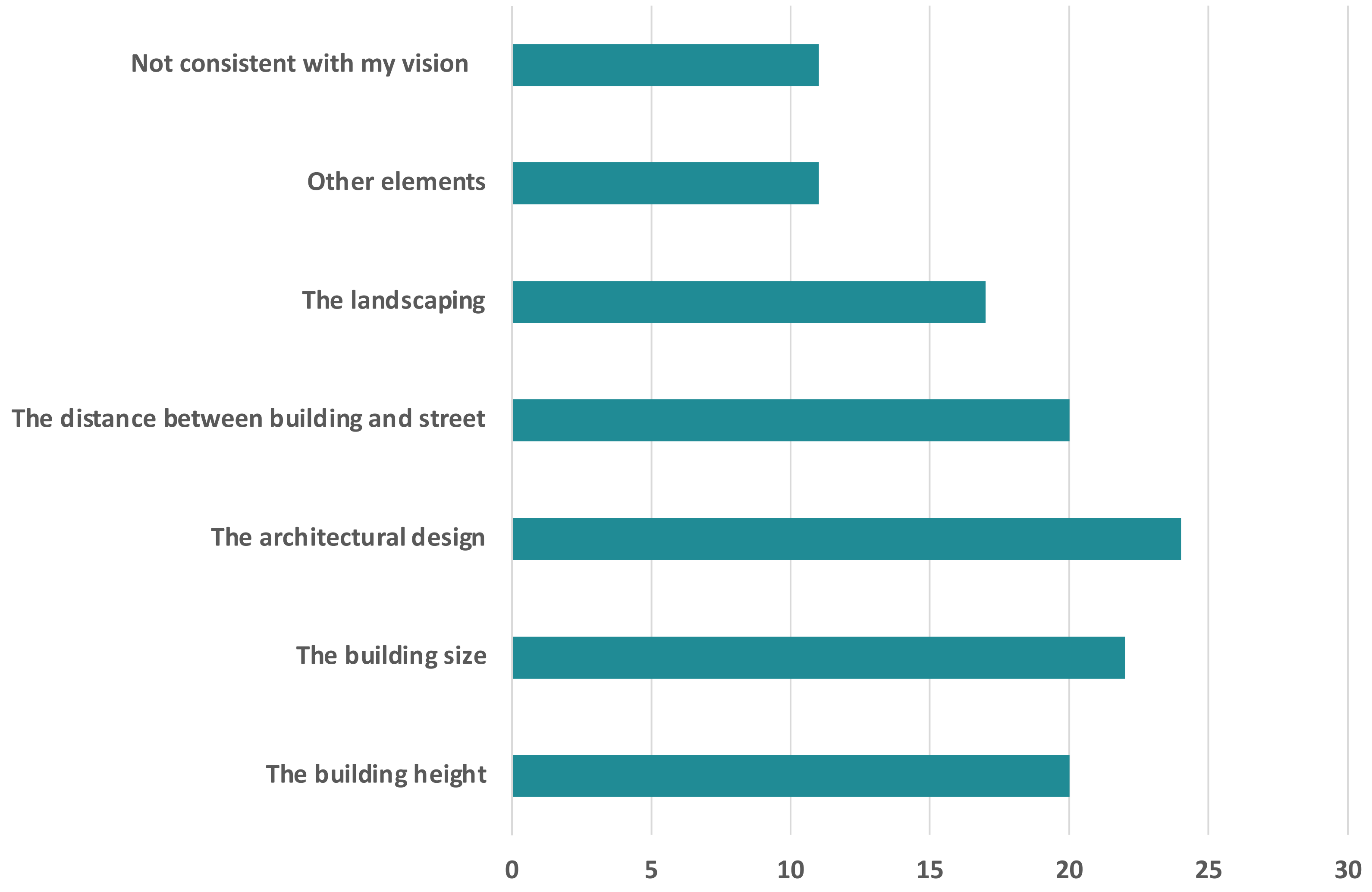
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Building Scale – Photo 10

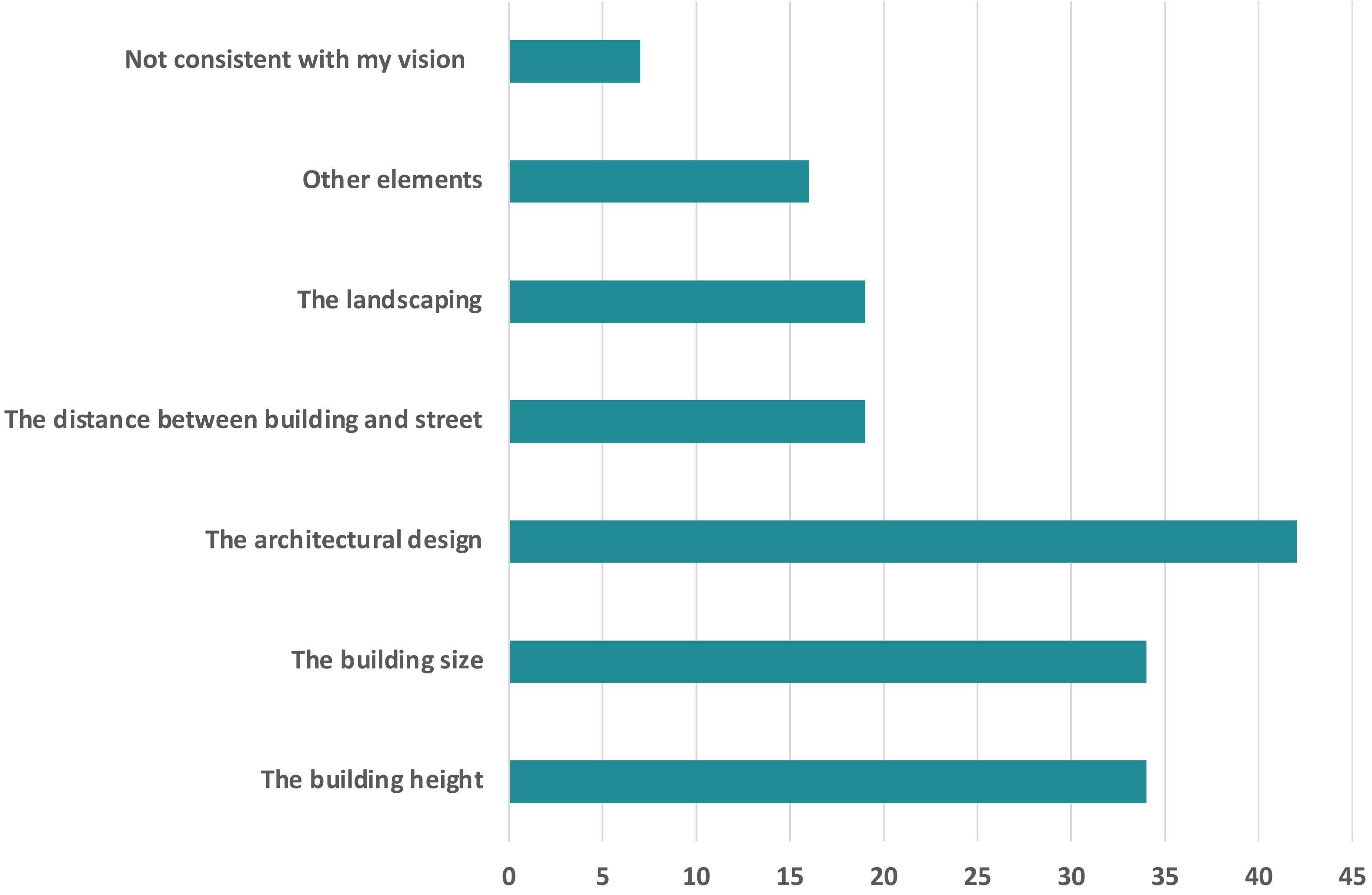
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Building Scale – Photo 11

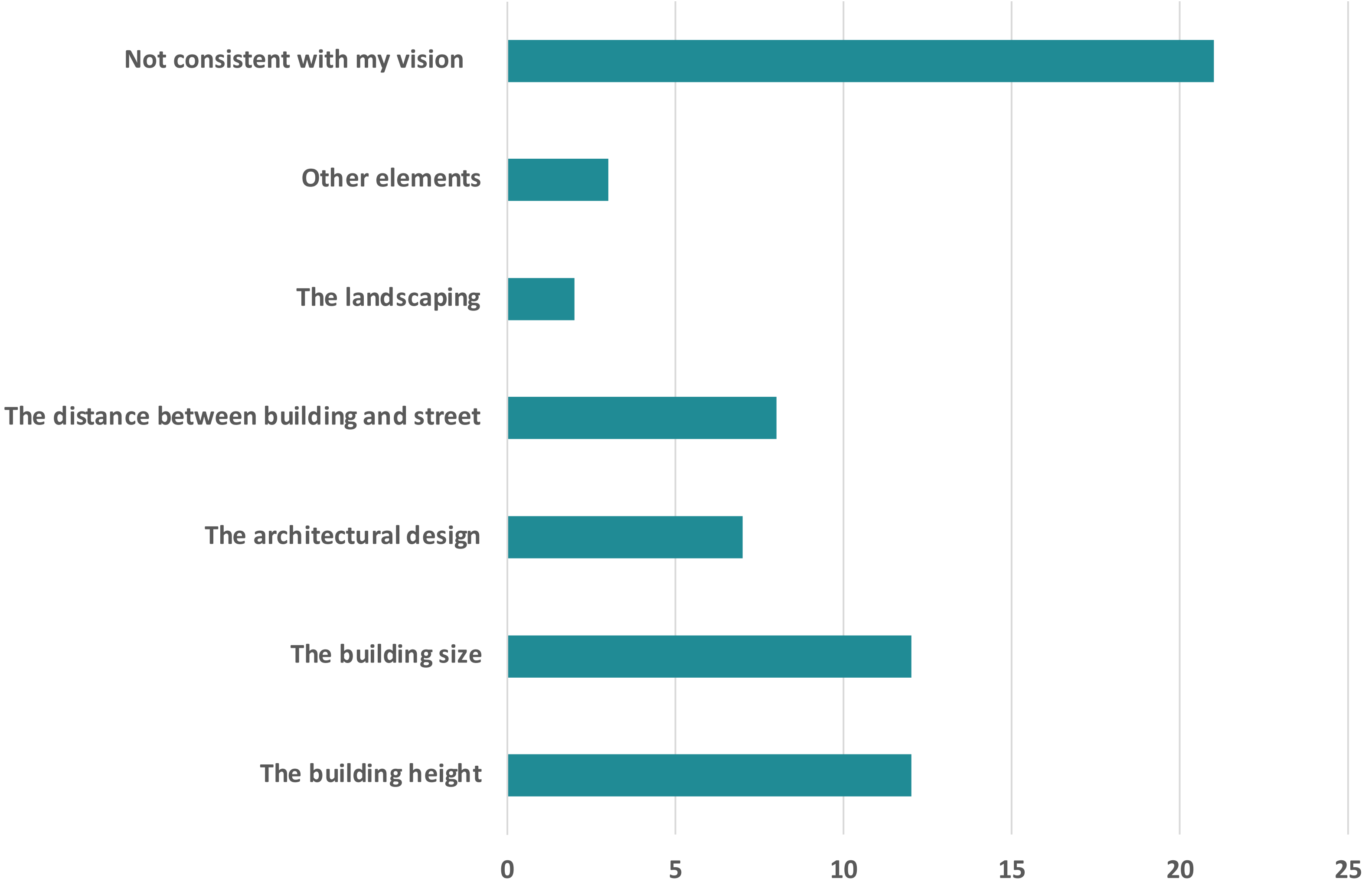
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Building Scale – Photo 12

Survey Responses

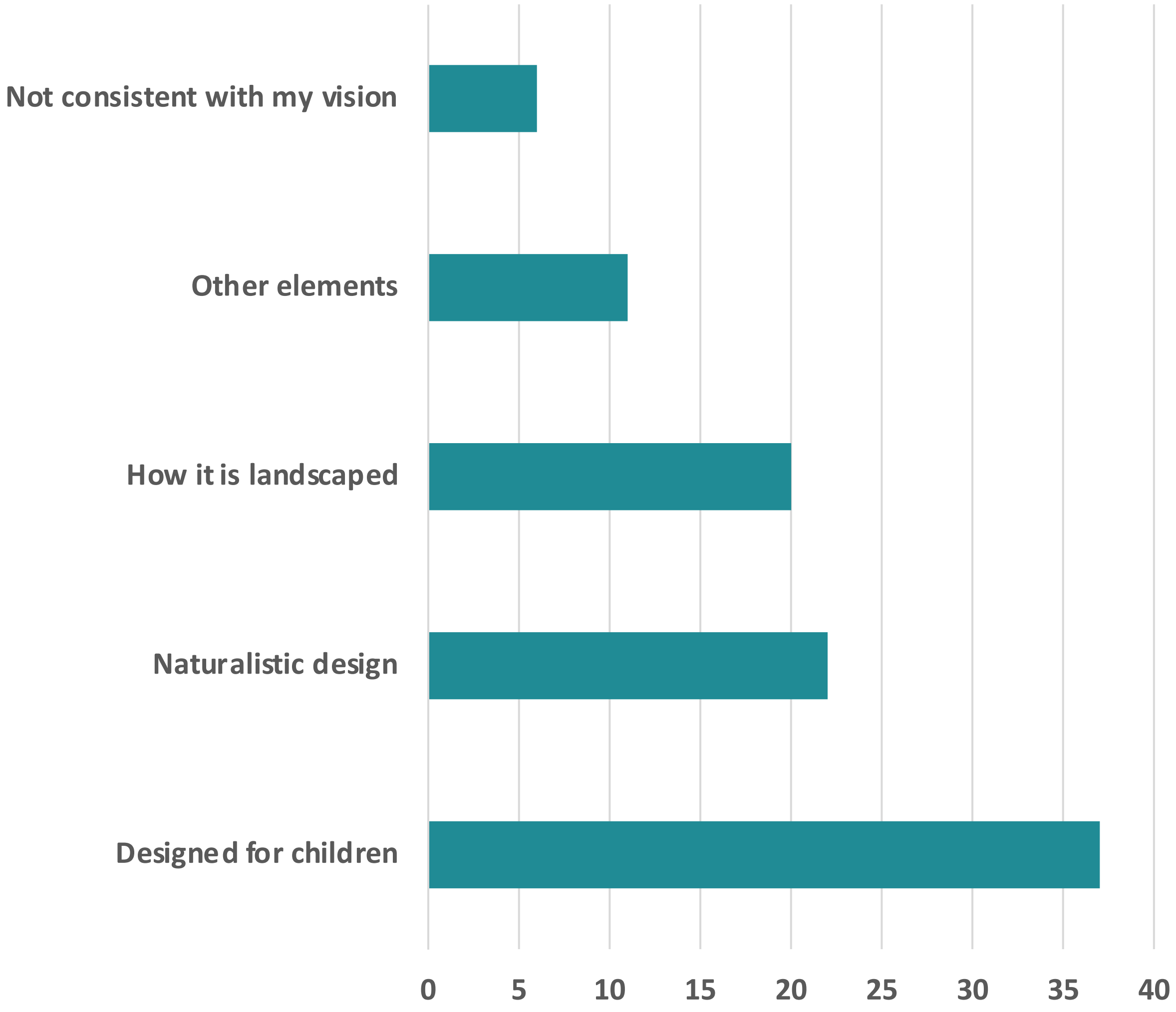


What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Open Space

Open Space – Photo 1

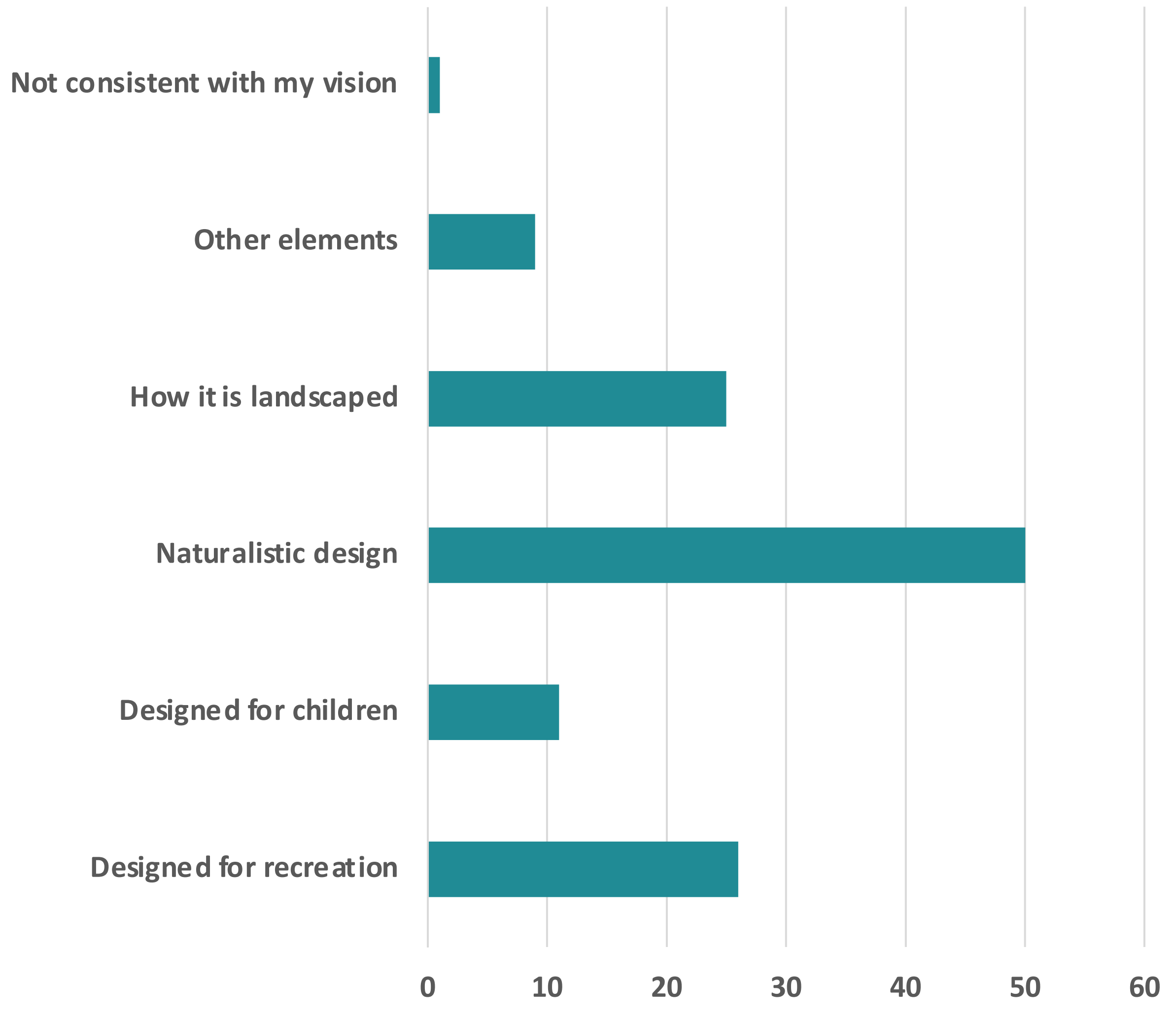
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Open Space – Photo 2

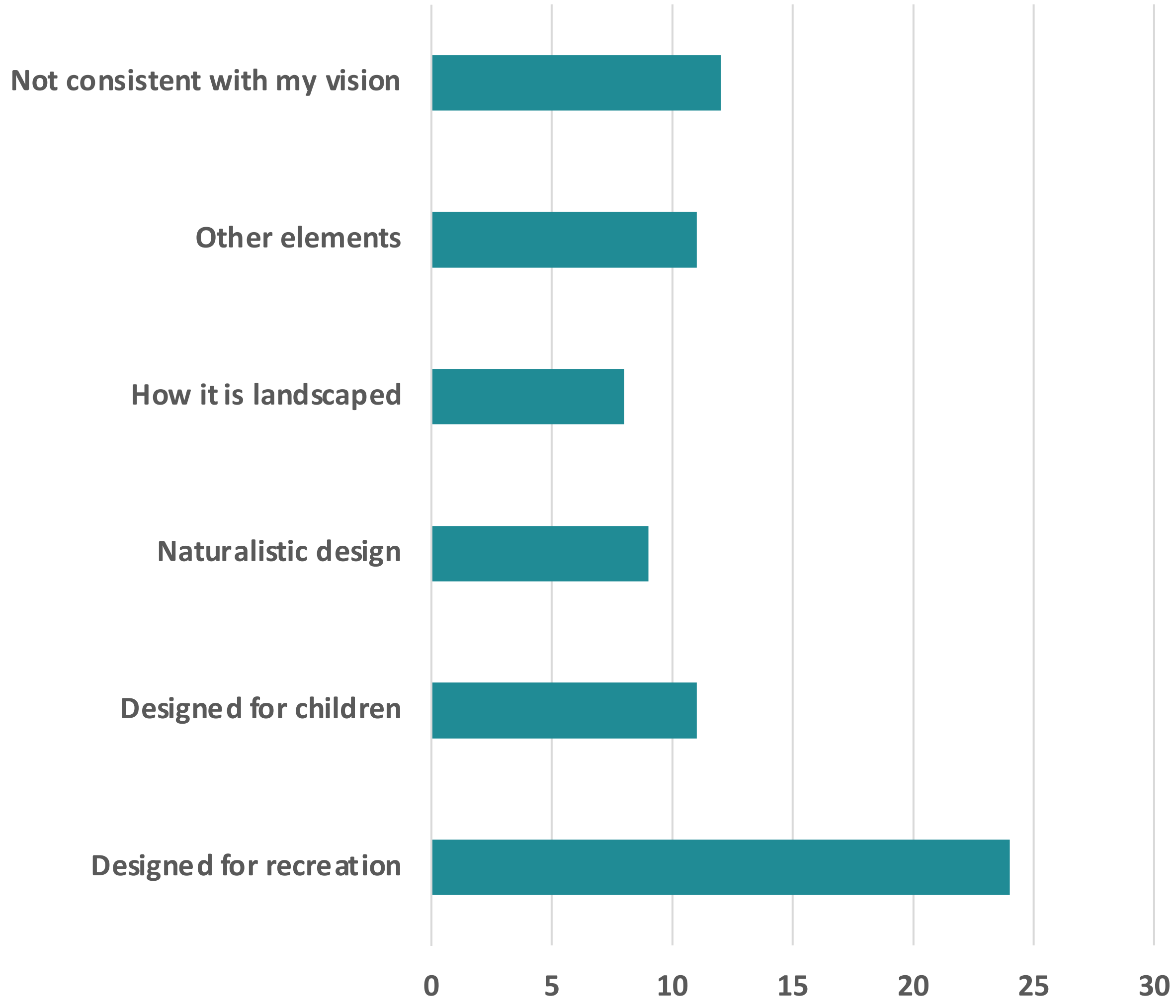
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Open Space – Photo 3

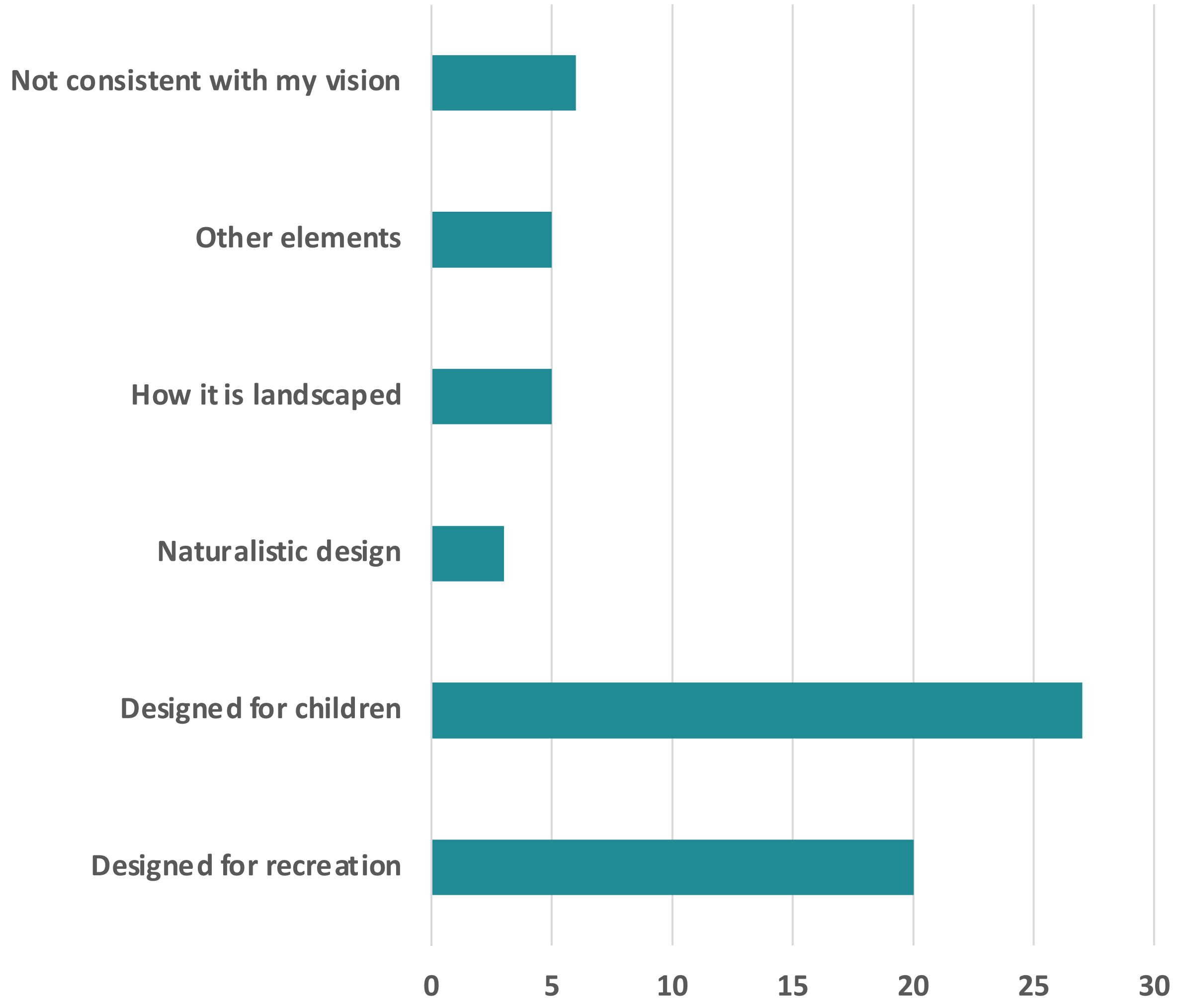
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Open Space – Photo 4

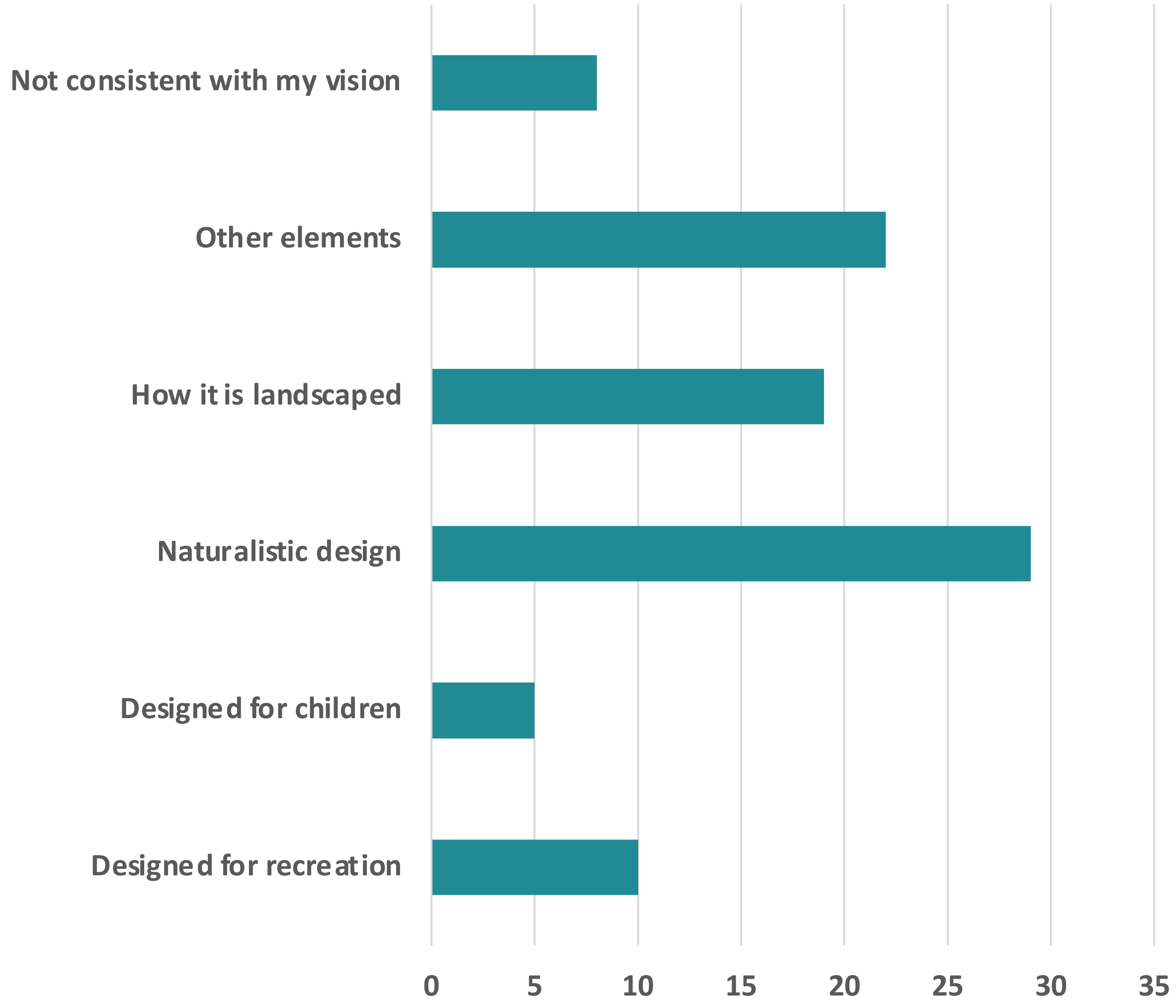
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Open Space – Photo 5

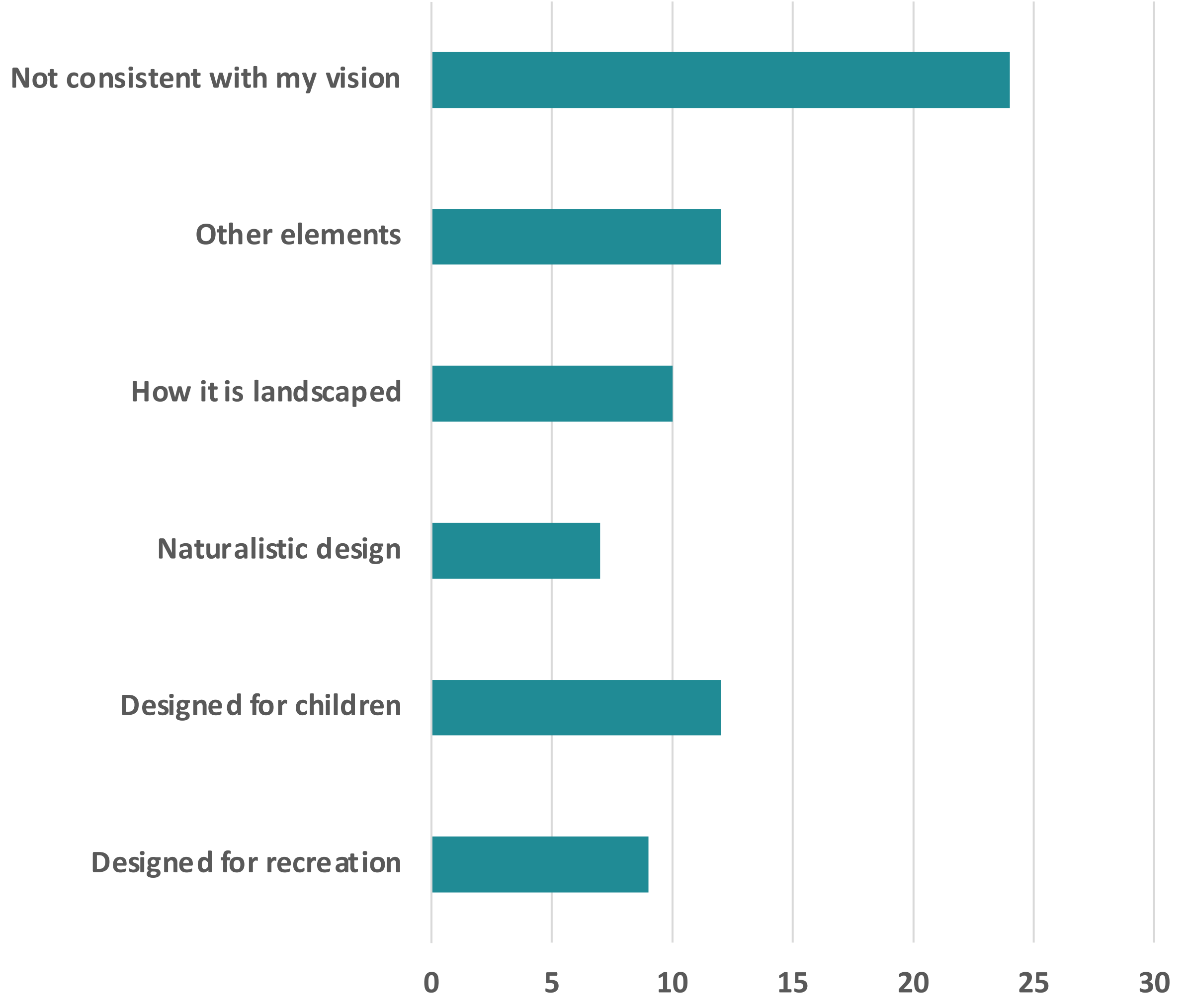
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Open Space – Photo 6

Survey Responses

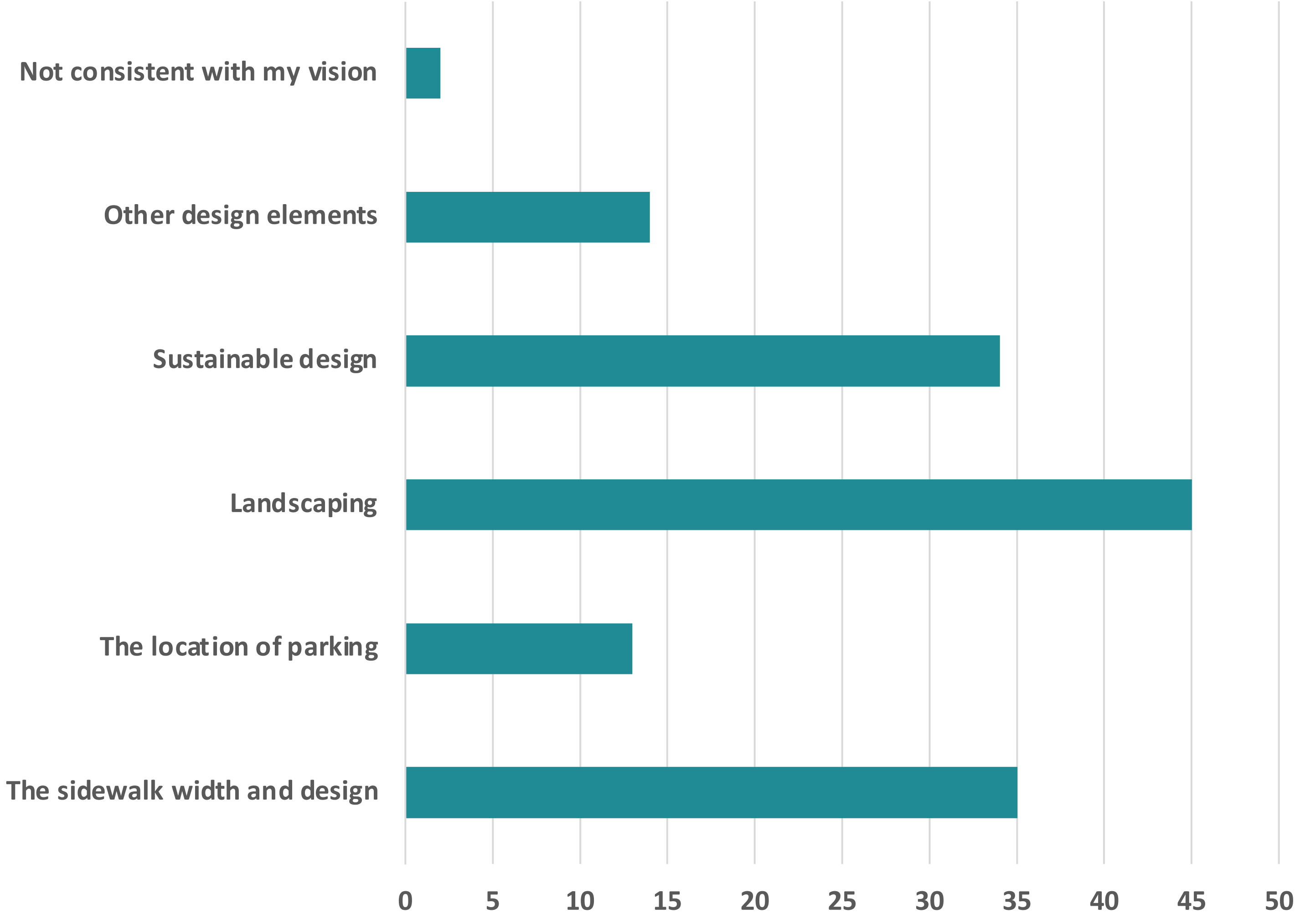


What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Street Design

Street Design – Photo 1

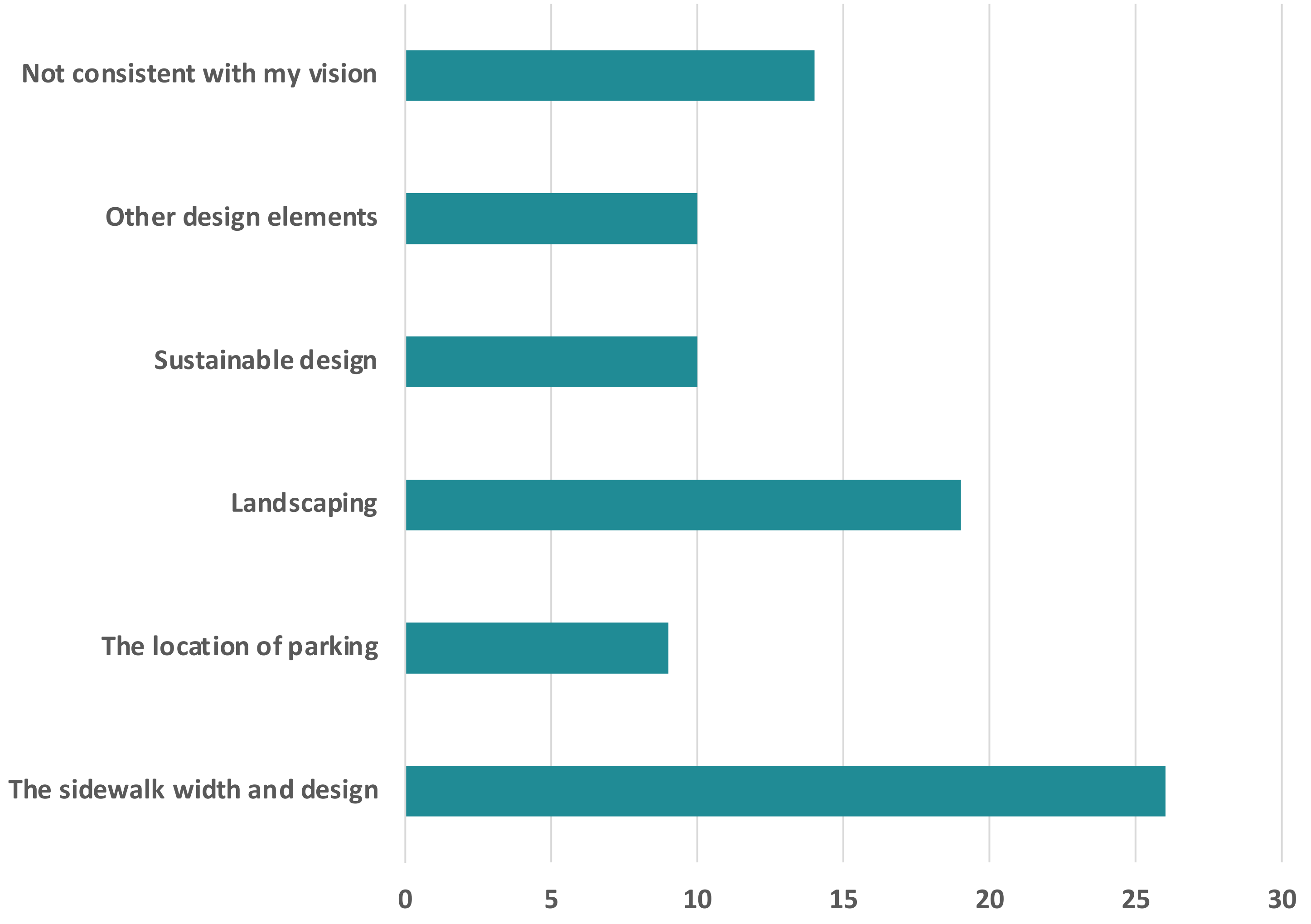
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Street Design – Photo 2

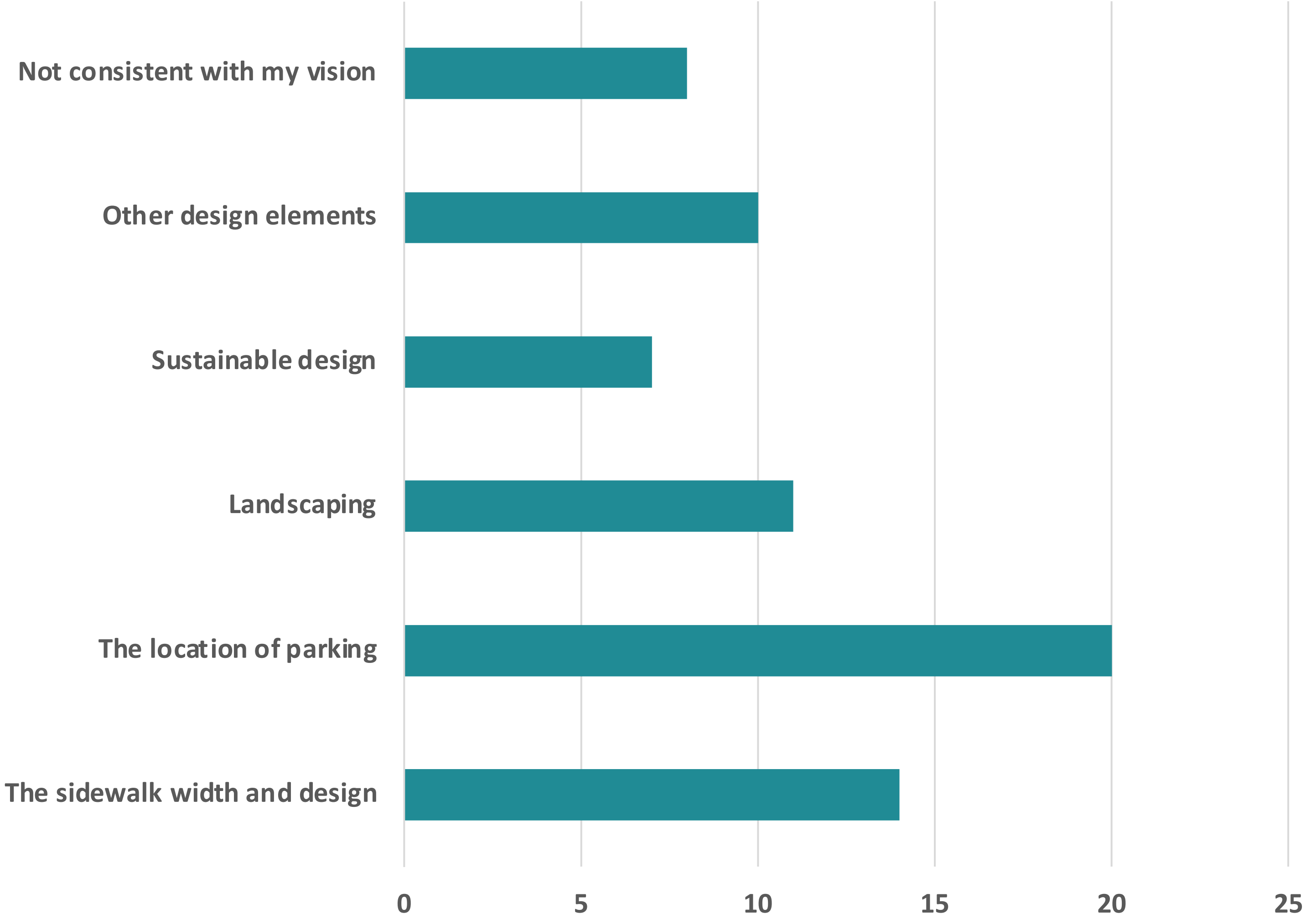
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Street Design – Photo 3

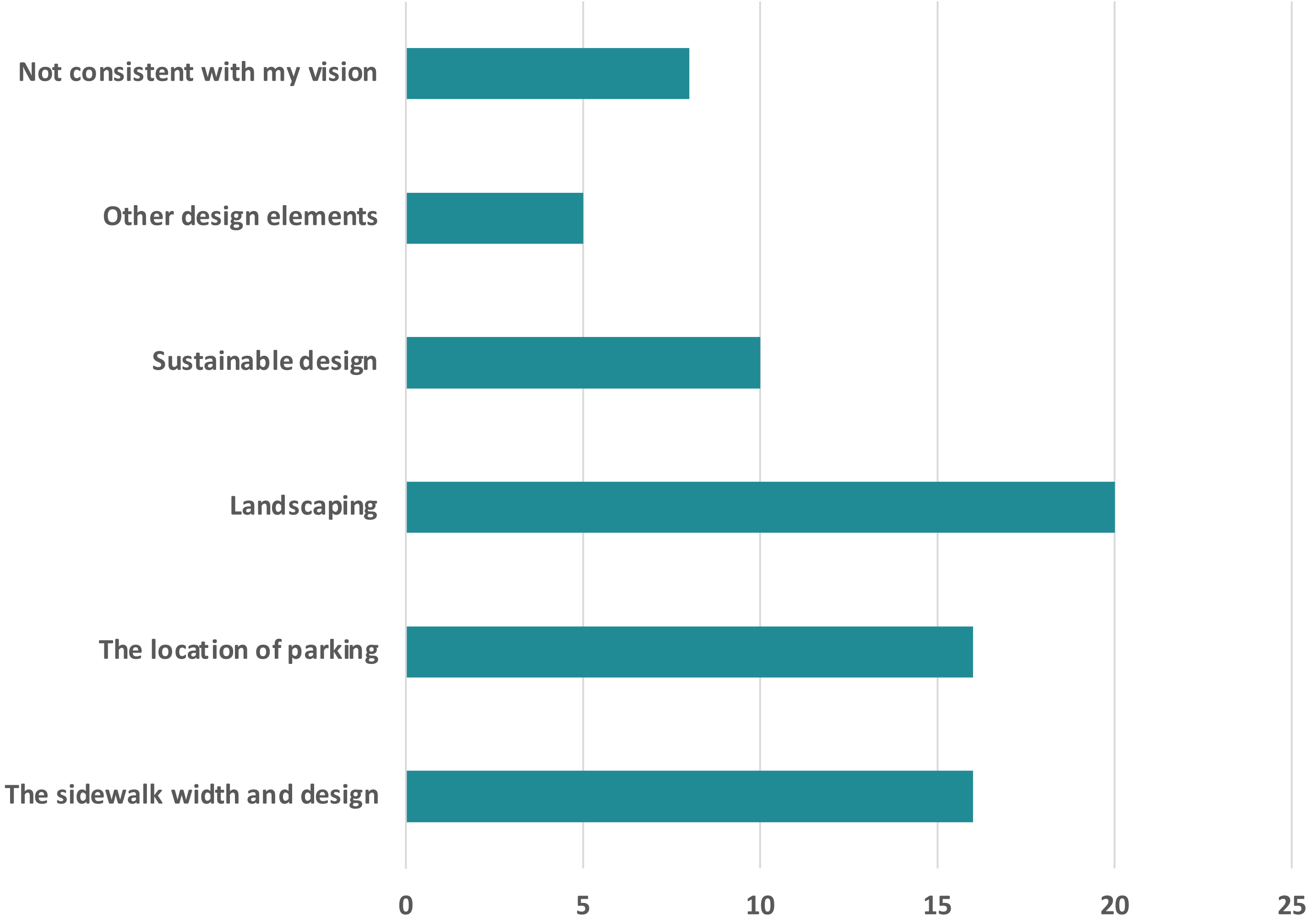
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Street Design – Photo 4

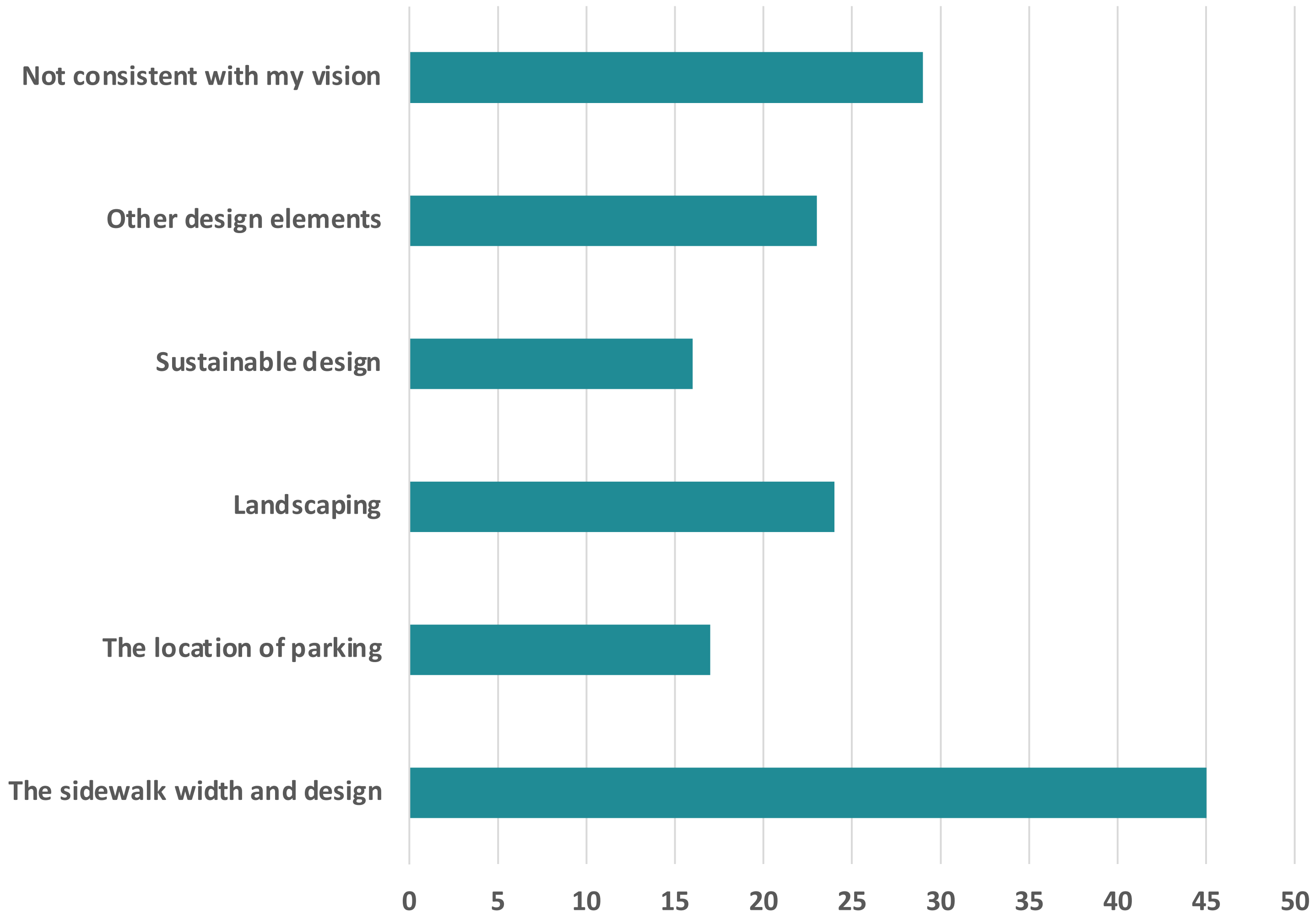
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Street Design – Photo 5

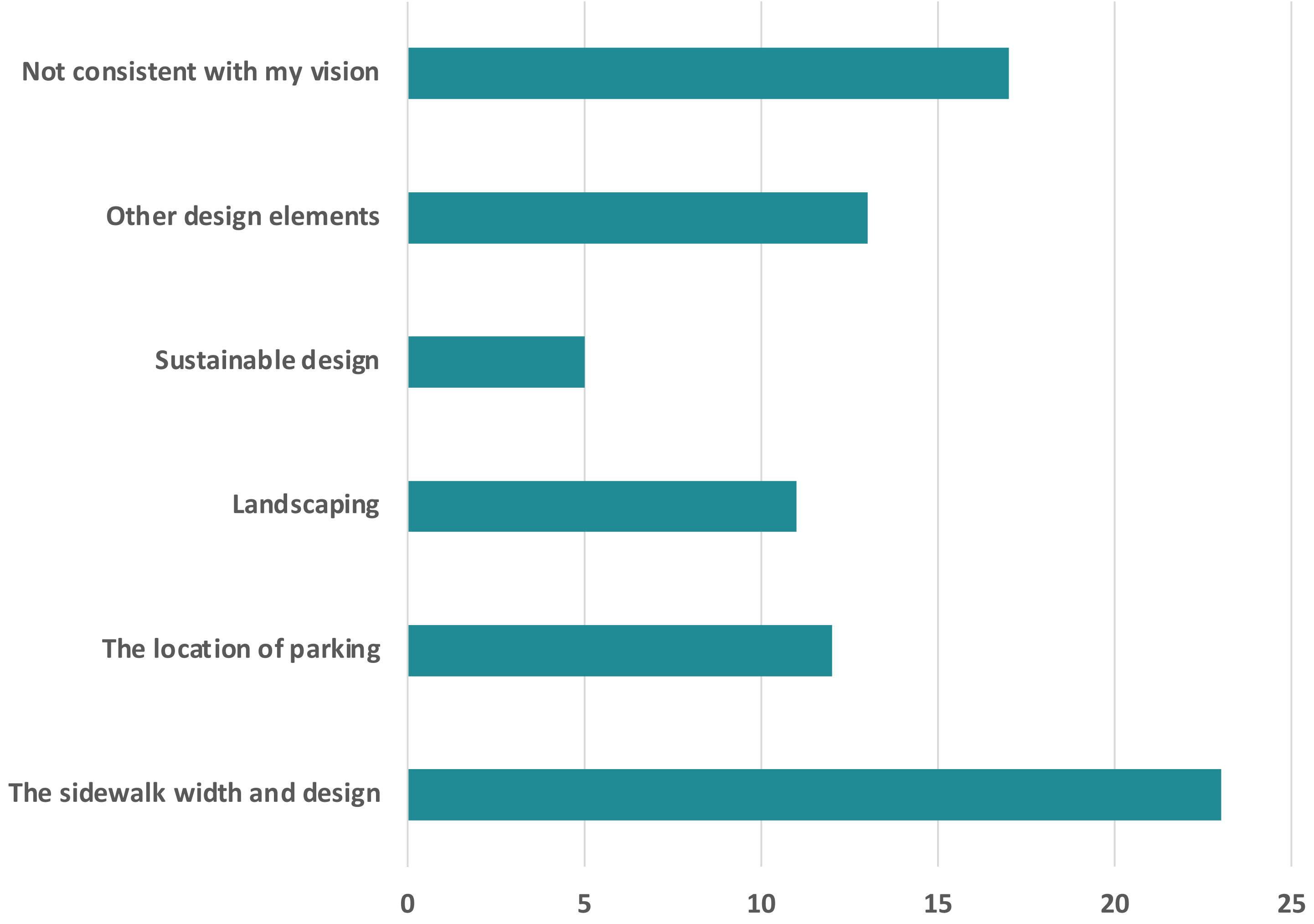
Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Street Design – Photo 6

Survey Responses



What elements in this example are consistent with your vision for a neighborhood in Northern South Park? Select all that apply.

Site Map Comments

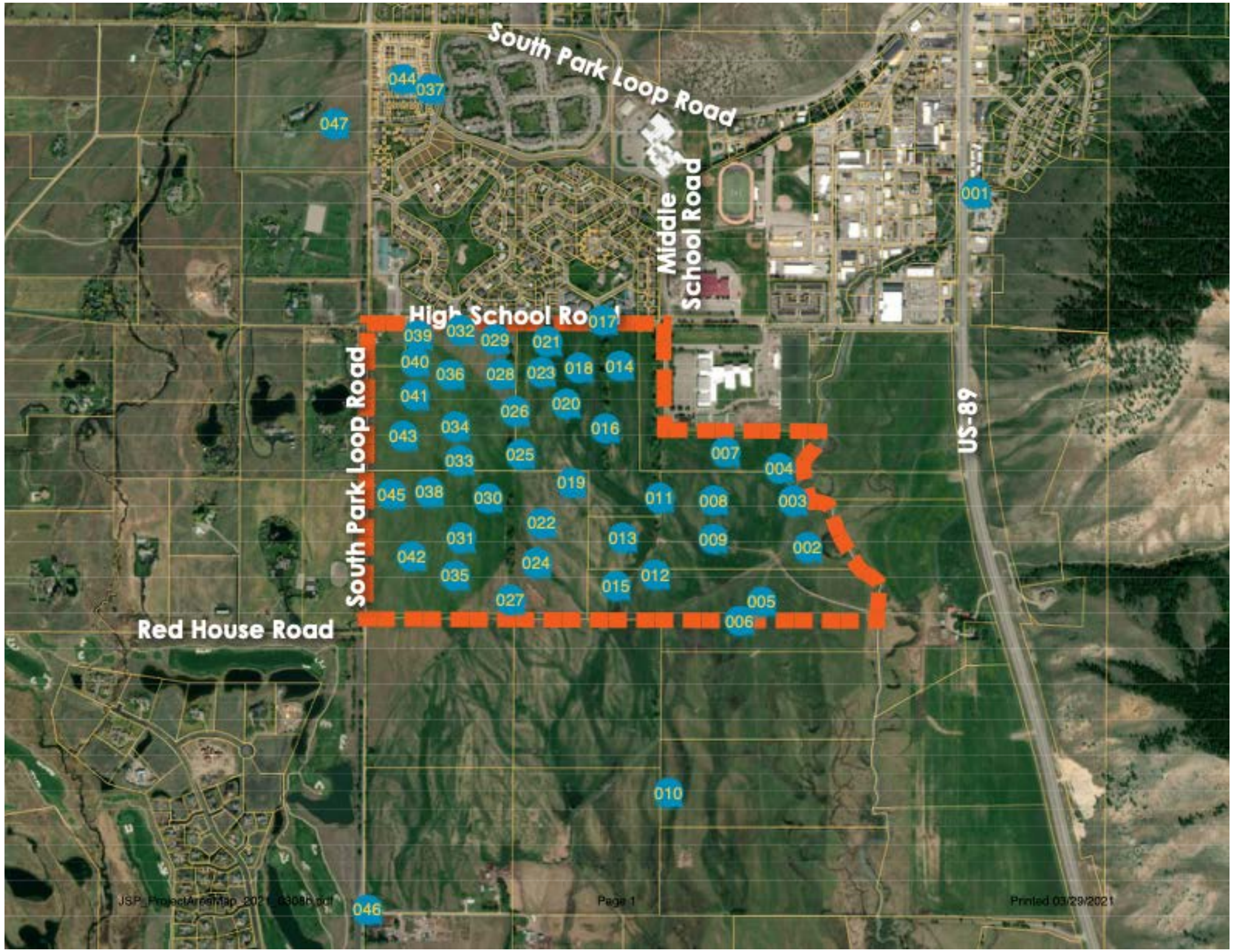
SECTION 3

How it worked.

This aerial map showed the project boundaries for the Northern South Park Neighborhood Plan, as well as the areas adjacent to the side. Participants could add a comment to the map to share what they know about the site and what the design team should consider as they prepare design alternatives for the site.

Site Map Comments

Comment Locations – see appendix for accompanying text responses



General Comment Box

SECTION 4

How it worked.

A general comment box allowed participants to share longform text comments. A name and email were required to submit the comment form.

*See appendix for full text responses.

Northern South Park Neighborhood Plan

Teton County, WY

Workshop #1 Community Feedback Appendix – Free Response Comments

March 31, 2021

Introduction

The following responses were received via “free response” options that allowed participants to enter feedback in their own words. Responses received in this way have been catalogued here I their original, unedited form as follows.

General Survey Results

This survey asked participants to prioritize a specific list of elements. Free response was not an option for this exercise.

Visual Preference Survey Results – Building Scale

Photo 1:

1. These feel the most like homes and not bad townhomes
2. I would like to see single-family homes and townhomes. I believe that will give a good option to families, and to single people.
3. This is a residential-only design. It appears to have decent parking and storage. It is important to consider that if garages are not a part of multi-family construction then they must have storage solutions for users.
4. This is a residential-only design. It appears to have decent parking and storage. It is important to consider that if garages are not a part of multi-family construction then they must have storage solutions for users.
5. Multi unit home.
6. Multi-story, multi-family. Walkable, recreational open space, local convenience. Yep, yep, yep - good!
7. This seems like appropriate style and architecture for some of the development. I prefer more natural materials, but this ideas on the right track – for part of the development
8. roof pitch is steep enough to handle the snow load

Photo 2:

1. Multi family structures
2. Style. Stop building modern New West style housing in our community.
3. I like the idea of two units connected just by garages, similar to homes in cottonwood
4. Livability with a multi family unit.

5. This duplex design could essentially meet the needs of 2 families for the cost to construct a single dwelling.
6. Multi-story, multi-family. Walkable, recreational open space, local convenience. Yep, yep, yep - good!
7. Units need off street storage and a garage if possible...
8. The fact that the units don’t share walls to living spaces- like how cottonwood is set up. I think that’s important as too many of my friends have lost sleep and peace from listening to their neighbors through their walls.

Photo 3:

1. Dense Housing for workforce.
2. Multi-story, multi-family. Walkable, recreational open space, local convenience. Yep, yep, yep - good!
3. Too cookie cutter, too cheap looking and dense.

Photo 4:

1. In terms of architectural design, including materials utilized, this image best represents, or at least most closely aligns with, my vision. I like that the wood used for the siding does not have an overly "treated" appearance, and recalls the chalet-inspired midcentury style of buildings that are around downtown Jackson. I associate that "retro ski town" feeling with Jackson, especially when it brings in elements that feel more polished and modern. Compared to other designs, this one excels primarily because of the materials, the relationship of size and scale of windows, and the roofline of the buildings. That said, I do not like how close it is to the road, nor the overall landscaping feel. It feels a bit claustrophobic for an area I currently feel is quite open.
2. Multi-family/ apartments
3. The siding
4. Color blocking is fun and unique - though views from the highway/outside the neighborhood should blend in with the scenery
5. clustered multi family density.
6. Looks like it would be able to accommodate many residents.
7. Shouldn't be considered for all buildings, but could be a part of the plan.
8. Multi-story, multi-family. Walkable, recreational open space, local convenience. Yep, yep, yep - good!
9. Handsome, but the brick is inappropriate for this neighborhood. Too urban.

Photo 5:

1. These are hideous.
2. High density
3. Open space, communal.
4. Balance between density and some open space.   Building dense tall buildings with no space will not guarantee "affordable". There will only be affordable living units if they are subsidized or restricted.
5. The density while still having green space.
6. The rooftop patios that come with these homes!
7. clustered density.
8. Less of a "big city feel"
9. Smaller units, more residents, nice spacing.

10. I am concerned about the height of all of these options- they seem to be 3 stories high. On the other hand, fewer building that are taller and more room for open space, wildlife corridors and trees is ok.
11. Multi-story, multi-family. Walkable, recreational open space, local convenience. Yep, yep, yep - good!
12. I like the natural building materials, but this may be too modern for that neighborhood. Something between this style and some of the more traditional maybe. The concept of the space between is interesting and appealing, especially if there are larger open areas elsewhere.
13. Offers a bit more “green” space.
14. I think that it is important to design for livability. I have friends that live in 810 west and the Grove, but those units are set up oddly or have square footage that is not usable. I don’t want to see that in space which should be maximized for living in, especially since these might be the only options available to families that work and live here but can’t afford the market.

Photo 6:

1. Live work
2. Mixed use
3. please don't make the whole thing apartments
4. Multi-story, multi-family. Walkable, recreational open space, local convenience. Yep, yep, yep - good!
5. the use of commercial on first level is good for some areas
6. Appropriate for downtown building.
7. This would be a good model of commercial/residential on the upper floors.

Photo 7:

1. Backyard is a must.
2. I like the fencing -
3. Includes a yard for families! Dense Housing is a must for affordable, local housing.
4. Important to have a backyard area for children to play, for barbecues, and family private outdoor time
5. I dislike the fencing, but the height and size is consistent with my vision.
6. seems pretty big but I like the look/style. My thought would be homes that look similar to this--- slightly smaller, cabin looking homes that are 1/2 beds and 1 bath. perfect for a young couple or small family (feel like thats who we need to support the most)
7. Multi-story, multi-family. Walkable, recreational open space, local convenience. Yep, yep, yep - good!

Photo 8:

1. Cottage court type development could be beautiful, but not this example
2. love the stand alone
3. looks like it could accommodate more residents.
4. Dated- and while not blocking views which is good, it’s not making use of the space. We can build attractive buildings with natural materials that aren’t overly expensive. Windows, however; are very important from the inside and out!

Photo 9:

1. Good to have a multiple family townhouse designed to look like a single family home. Good transition if other homes in the area are single family. Better if the design was more mountain western style.
2. Feel that density can be done tastefully and not feel crammed together, but complimentary, not like this.
3. Colors!
4. This looks so contrived. Like ticky tacky homes.
5. Green space to unit ratio.
6. Cheap and inappropriate Dash does not reflect Jackson hole whatsoever.

Photo 10:

1. I like that they don't share a wall, but are still close together so that you save space. Sharing a wall can cause so many issues with neighbors. so even if the homes are close it is better than sharing a wall. I also like that each home is different -- one is tall, one is short, different styles and color.
2. From a neighborhood perspective, I like this combination of small bungalow standalone homes and townhomes. This reminds me a lot of other towns I've lived in/near that are somewhat similar to Jackson, such as Missoula or Boise. The bungalow home especially gives a western "semi-vernacular" feel that's present throughout the west, while retaining a design that is energy efficient with regards to winter heating, and spatially efficient as well.
3. May be limited areas were 3 stories will be appropriate. Tradeoff may be worth it for some lower cost or rental units.
4. This design does not fit anywhere in Jackson!!
5. Contrast with buildings next to it
6. Mix of roof lines, unit types
7. Love stand alone townhomes
8. I like this one in particular because there is variation in design and it looks like single family homes mixed right alongside multi family. This feels like a true neighborhood and not something so contrived.
9. efficient use of street frontage, narrow lots
10. These homes are adorable and small.
11. It would be super nice to have some space between the units, if possible.

Photo 11:

1. I really like the look of this building, although it would be nice if it was a little taller and wider for more living space.
2. I like that this looks like a single-family home with an ARU. I like the amount of parking.
3. Affordable accessory units.
4. This is a great size building! More affordable tinny home living options for 1-2 people is exactly what we need!
5. This detached unit looks like a great option for if there must be larger homes as a way to support more folks housing.
6. ARUs should be allowed
7. garages would be awesome
8. Sense of home....doesn't feel too "rental" like.

9. can't tell if were calling just the garage/studio the home or including the large house in the back. I like the look of it just scale it down, we don't need massive homes, we need functional housing for our community members--- young couples, small families, etc.....
10. No single family lots on their own lots!
11. accessory dwelling units served of alley on single family dwelling, or behind multi family dwelling to add units while keeping forms in the realm of traditional single family homes
12. Multi-story, multi-family. Walkable, recreational open space, local convenience. Yep, yep, yep - good!
13. looks like an alley access but could work for 1-4 families
14. This is of course appropriate for single-family homes if they are incorporated. Maybe there's a way to get creative with parking options.
15. We all don't need huge houses to be comfortable. This works.
16. Smaller lots interspersed with larger lots and multi family will create a mixed neighborhood that can not help but be

Photo 12:

1. I do not like this. Many of these options seem to high density to me.
2. Multi-story, multi-family. Walkable, recreational open space, local convenience. Yep, yep, yep - good!
3. This complex looks weird. Maybe stepped back floors wouldn't look so boxy. The stairs are awkward.

Visual Preference Survey Results – Open Space

Photo 1:

1. Un-programed space for events, can be used for a variety of uses, sports, events or games
2. I do like having sports fields for group activity located within the NSP
3. multi purpose
4. Open Space is key.
5. Too formal. Sports fields are already available at nearby schools
6. Very natural and minimalistic. We live in a beautiful area, we don't need much development to make a nice outdoor space!
7. Yes, provide space for recreation.   Very important.
8. A central park in NSP feels important.
9. A mix between this and the image of the current South Park with the Cottonwood trees.
10. It's very flexible to be used by many members of the community in different ways
11. Areas close by have ample area for larger play fields. Small parks with enough are for a small skating rink in the winter or enough space for "pick up" is plenty.

Photo 2:

1. This is one of my favorite drives near Jackson - please leave the tree-lined roadway. I go to the Cemetery out there.
2. Low impact to the environment.
3. The native grass would use less water and chemicals. Would require less maintenance. May provide cover and food for wildlife.

4. Make the development bicycle friendly (and possibly x-country skiing in the winter.
5. I don't believe that a new development needs a big pathway network, but it should be integrated with existing pathways and the cottonwood tree "wind break" would be a nice element to consider for screening views.
6. safe transportation alternative
7. Delicious! Aside from perhaps a dog park and mowed areas for playgrounds, I very much appreciate the naturalistic, wild landscape.
8. Connectivity is important throughout. Many small cut-through 5 ft wide paths.
9. Can't afford to have too much of this 'unused' type of space in the plan. Ditches aren't that important

<u>Photo 3:</u>

1. Community gathering space
2. Depending on the concepts and overall densities this may be an appropriate feature.

   ****

   There are water rights on the existing lands in the study, which could be converted to on site water features from "streams" to ponds to wetlands.
   ****

   ALL of the pictures given could be used in the project as appropriate.
3. Covered pavilions may need to be smaller due to the large snow load.
4. Shade structures large enough to accommodate many different families/extended families of a diverse population living there is a must!
5. Shelters are good - for large or small gatherings
6. Gathering spaces
7. These are infrequently used in the parks outside of the Town's core (Mike Yokel & Phil Baux), not worth the expense or sacrifice of open space, in my opinon.
8. saved gathering place is important
9. community gathering is important
10. If we are looking for housing this type of larger formalized gathering space is not warranted
11. Don't need much of this. Also becomes a loittering and potential crime area.

<u>Photo 4:</u>

1. Very nice playground - any plans for a Dog Park?
2. Good to have a playground within the neighborhood so children do not have to cross busy streets. A more natural looking design would be better. Add a small climbing wall?
3. Many playgrounds are already nearby.
4. Good on a limited basis. Local schools have great playgrounds not far away.
5. Some of this, but not too much. Kids grow up, neighborhoods age and then it becomes a waste of space and deferred maintenance, run-down.

<u>Photo 5:</u>

1. neighborhood gardens
2. Community gardens to promote sustainability and local food production
3. If this represents a community garden, as tough as that is to pull off in Jackson, I love it! It's family-friendly, visually appealing, and nourishing in more ways than one. Having a

feature in a neighborhood like this sends the message that the community is a welcoming and inclusive one.
4. great visual appeal to the surrounding homes with a great space for neighborhood garden spaces
5. community space
6. Garden
7. Community Garden!
8. Gardening in Jackson is very difficult due to the cold, short summers and abundant wildlife. With land at a premium, space would be better used for other uses.
9. Community gardens are terrific!
10. I like all these open space areas. An area for community gardens is good, but it shouldn't be too big because it excludes other activities.
11. Community gardens for residents!
12. Community scale agriculture / composting would be amazing!
13. Community gardens so important when density and lots increased
14. community garden would be really fun or even raised beds for each unit
15. I like the ability to share space for a garden.
16. I love community gardens! Would like to see designs that also allow these spaces to be used in the winter though.
17. edible landscape
18. community interaction is important
19. Really cool to have a community garden!!
20. Community garden are a vital addition to a development.
21. This vision speaks of community engagement and knowing your neighbors
22. Garden plots are such a great part of a residential plan, please include!

<u>Photo 6:</u>

1. Like the concept of smaller open space areas outside of muti-housing units. This one is a bit under landscaped but could have great potential.
2. common space
3. More shade.
4. Open Space and Denser affordable Housing.
5. Nice to have an open area in areas with higher density housing. Good tradeoff to cluster housing density in return for more common open space. Would suggest a more natural landscape design
6. If an open space is too small, it is better than nothing, but not big enough for playing ball or sharing with other families.
7. I don't mind town homes if you are only connected to one other unit
8. Doesn't overdo the open space.
9. I think spaces like this are uninviting and underutilized. It's like grass for the sake of grass. No thank you!
10. visual extension of front and backyards, shared with maintainable community space makes sense
11. Too manicured.
12. Important to have small pocket parks for the younger kids

Visual Preference Survey Results – Street Design

Photo 1:

1. Like other interior/Rocky Mountain west cities, this represents very thoughtful design to suit both vehicle users and non-motorized commuters and recreationists. I like the presence of shade trees and grasses that don't feel overly manicured, and may even be "native" species.
2. Bike pathways
3. Lots of space for recreation.
4. Using native grass and plants on parkways and common areas would reduce water and chemical usage and maintenance
5. minimal and mountainy is nice!
6. Streets that are calm enough for bicyclists to ride casually down the middle of the road
7. Looks like Jackson.
8. if this area is going to be created for young couples and small families then the street and sidewalk could be incorporated into one-- utilize bike and running lanes. If the goal of this development is housing for our community and not building shops and bullshit like that then the traffic should be minimal and we could have hybrid streets. The focus should also be on as easy bike and walking access as possible
9. I like the natural landscaping on the sides. Yes to bike paths and sidewalks!
10. I really like the nature on both sides of the bike path
11. Walkable, bike-friendly with separation for pedestrians and cyclists. Snow storage and public easement space.
12. ✅ ... And maybe there are lush pathways to the backside of the commercial areas including Smiths and Whole Grocer?
13. The lushness And the fact that it is more wild versus manicured is huge! That reflects our values here as well as our aesthetic?!
14. Yes - maybe a little more formalized.

Photo 2:

1. I like this - it has a safe neighborhood feeling, but I feel like the center slab of land is wasted space and will cause issues during winter/plow season
2. Is that a median? If so there is not a need for it unless HS Road or SPL Road become more like parkways.
3. While a runoff buffer and area to place snow, better to have native grass.
4. The wider the better, but workforce housing is critical. To get really affordable housing, it has to be subsidized or deed restricted. Just building dense small units won't work, they will still be too expensive.
5. This design implies that there are alleys and parking behind the homes. Until the Town of Jackson and Teton County (if this remains unincorporated) can figure out how to let people park on the street overnight, this doesn't make sense in this location.
6. No thank you, this looks like something out of Edward Scissorhands
7. Walkable, bike-friendly with separation for pedestrians and cyclists. Snow storage and public easement space. Surface water drainage and treatments.
8. Two cheap and too cookie cutter- Easy to build and not very imaginative, so it’s an easy trap to fall into this one!
9. It would be preferable to combine the “ boulevard” space into pocket parks. We should not have bluegrass here.
10. Too inefficient to meet housing goals. Separated roadway - no.

Photo 3:

1. street parking!
2. I think the idea of a single travel lane with on street parking makes sens for single family roads, if we aren't going to park on the street in the winter there is no need t provide excess public parking for surrounding density
3. Bike path!
4. The cobble/brick feel
5. I would love to see this as dedicated on-street parking that allowed for overnight use (1-2 times per week they would need to be cleared for snow removal).
6. need off street parking considering we can't park on the street from Nov-April....
7. Walkable, bike-friendly with separation for pedestrians and cyclists. Snow storage and public easement space. Surface water drainage and treatments.
8. visual pavement changes might slow down cars
9. Love the trees.
10. I like it but one-ways are inefficient. They do reduce hardscape as a plus.

<u>Photo 4:</u>

1. Landscaping and natural feel to the neighborhood.
2. Walkable, bike-friendly with separation for pedestrians and cyclists. Snow storage and public easement space. Surface water drainage and treatments.
3. Street side parking may make some sense, Aside from the fact that this is a huge school district. It would also be more handsome and appropriate to keep wild versus manicured!
4. Maintaining these “hellstrips” isn’t something that we need.
5. Buffers burn up a lot of area. Could be nice in a limited area.

<u>Photo 5:</u>

1. Promoting alternative transportation options like cycling
2. I love that this image captures several forms of transportation, coexisting peacefully and safely. I think this is absolutely critical for a neighborhood that may -- will? -- have working-class individuals and families within it. A standalone bike lane with landscaping buffers between the bike lane and vehicles/road is fantastic. Beyond bikes, it also creates safe opportunities for recreation and wellness-minded activities, like running or walking.
3. Guessing that this is about the bike pathway. It can be appropriate on the Collectors HS Road and a new cross road to the highway.
4. This is a city design, not suitable for Jackson.
5. Including a bike path to cross the development and connect with the county pathways would provide recreation and potential commuting by bike
6. Bike paths are essential throughout NSP!
7. pathways for biking
8. Not necessary for the density of development proposed. Any new bike paths should be along the High School Road corridor.
9. Walkable, bike-friendly with separation for pedestrians and cyclists. Snow storage and public easement space. Surface water drainage and treatments.
10. Good in concept but burns up a lot of area. In places maybe.

<u>Photo 6:</u>

1. Front porches

2. The wood colonnade of front porch and walkways are a part of the downtown and many gathering spaces within Teton County.
3. Trees could be in more of a swale,
   Since this questionnaire blocks the photo it is hard to tell if there is a curb. Curbs should be incorporated on the roads in most cases to prevent cars from parking on the landscape strip and directing runoff to the swales as appropriate.
4. front porch
5. This is great for any higher-density development in the area. Single family homes will be set back further off of the roadway.
6. Yes to lively sidewalks and front porches for a sense of community!
7. on street parking with small, communal social public space (porch and stoop), reserving private green space for rear. However, median is too wide.
8. Walkable, bike-friendly with separation for pedestrians and cyclists. Snow storage and public easement space. Surface water drainage and treatments.
9. bring living areas to the front induce neighborhood feel and invite interactions
10. raising doors on 1st level allow for snow storage, drainage and spring runoff and still possible porch interactions. South Park has high water table
11. I like the idea of some housing being close to the road and sidewalk, but I would rather see the landscaping kept lush and wild!
12. The stairs would need to be covered for a Jackson home. Put the green space closer to the homes and the sidewalk by the curb.
13. Not so much. Does not fit JH character.

Site Map Comments

Comments to the site map are presented along with

ID	Comment	+	-
3	Hopefully the final plan will provide an opportunity to re-envision and re-site this rural suburban development if the applicant is willing.	0	0
4	The Jackson Hole Community Pathway is particularly well designed from Gregory Lane (along Flat Creek) going east under S Hwy 89, where it passes through Russ Garaman Park (at Grabtree Lane Bridge), meandering with Flat Creek to Elk Run Lane. This may be great inspiration for continuation of the path.	2	0
6	225 acres is a fairly big canvas to work with. If the streets, parks and schools consume 30% there are still 150 acres. If the Paradigm for walkable ... is 18 units per acre the total could be 2,700 units😉.	2	1
8	Current water rights are important and provide groundwater recharge, so there should be consideration of maintaining the use and management of the surface water.	4	0
9	Please consider some sort of connector to the highway. Dumping all of the traffic for this development on High School Road will significantly increase traffic on High School Road and decrease safety for local residents and schools.	6	0
10	I am thinking that that opportunity will be a possibility if the NSP plan moves forward and the BCC and planners can address the Landowners concerns.	0	0

11	I don't see how this parcel in this acreage can be developed without polluting the Creek and encroaching on wildlife habitat. Flood plain? Parkland? Protect this, please.	9	0
12	The best plan is to fill in town first and have a strong mass transportation network before jumping the fence and spreading the same traffic problems we have now. When that is completed and we still need to jump the fence, an East West Connector is needed before development to prevent construction traffic and added permanent traffic on an already congested High school Road, during the start of the school day and end of school day. This East West connector is vital if the Tribal Trail Connector is built. Existing High school Road neighborhoods and schools should not bear the brunt of all the traffic created by any new neighborhood.	3	0
14	Suggest an open space path for wildlife passage, a bike path to connect with the county pathways, and for residents to enjoy. Could be used as a buffer along South Park Loop, next to Flat Creek, or down the center of the development	2	0
15	The area is ideal for families with children, or planing to have. Single family and townhouses are more appropriate. Low wage hotel, restaurant, and bar jobs are located in the town of Jackson. Best to locate affordable, multiple unit/floor buildings in town to reduce commuting distances and traffic on Hwy 89 and High School Rd.	2	0
16	There shoudl be a wide buffer to protect the creek and the water quality	6	0
17	Please have bike paths and sidewalks to get to the schools	4	0
18	Wildlife corridors?	3	0
19	Put a green belt/wildlife corridor at the southern edge. This will signal a boundary against future development to the south and provide a path for wildlife movement...ideally with a way across the highway.	5	0
20	What about people that choose not to have children? Or partners? There are many of us in Jackson - 47%! So, why do our planners continue building these types of larger homes? Many of us singles (due to divorce, death, being coupled but not married, or true solo people) want a tiny home community reserved here. Why can't we have this when it matches our community character? I fell the town needs to rethink how single people live here. Not everyone wants density, or to live in a condo or a 3 bedroom house.	2	2
21	Or, we could also choose to build a tiny home community to appeal to single people living here in Jackson (47%). Which would completely match our community character & relieve the singles that cannot afford large homes, or don't want to live in density-style housing.	2	2
22	Would you consider what they did in Bar J appropriate? Just curious... People can still access the creek from their backyards.	0	0
23	There are many single people in Jackson - 47% (national average is 45%)! Many of us singles (due to divorce, death, being coupled but not married, or true solo people) want a tiny home community reserved here. Why can't we have this when it matches our community character perfectly? I feel the town needs to rethink how single people live here. This is who I always advocate for, because we seem to be forgotten in all of these "new builds" for families. Not everyone wants a family & not everyone in life is guaranteed a partner. Also, not everyone wants density -- or to live in a condo or a 3 bedroom house. Plus, at this point, a single person probably couldn't afford these home builds anymore.	3	2
24	Yes, ensuring groundwater recharge must be a top priority!	1	0

25	There is a very old and rusted historical car that has been in this area for a very long time. This should remain as a minimal gesture for preserving the rural and agricultural legacy for this space.	3	1
26	Develop in northern South Park can not be done without consideration of the impacts to southern South Park, particularly with regards to traffic. Adding access roads that cut between South Park, High School Road, and the highway need to take into account how that will effect the number of drivers using rural South Park road as a bypass/access road. Without very thoughtful development of this neighborhood we risk turning South Park road into something more like a highway.	3	0
27	Yes! Let's make sure we do not funnel traffic onto South Park road as well!	0	1
28	Building 18 units per acre is exactly what over development would look like. People in this town cherish their open spaces, especially this land. We have to strike a balance between providing affordable housing and preserving this open space.	3	0
32	Parks, pathways, Flat Creek corridor will make this a welcome addition to our community. This is a unique area that can become an amenity or just sprawl. Avoid commercial elements and connections to highway 22. Connecting to highway 89 will be unavoidable.	1	0
33	I was born and raised in Jackson. My family has been here since the early 1900s. My wife was born and raised here and we have three children as well. I grew up in South Park and had the best childhood. A home with some open space and other families close by. I currently live in Rafter J. I believe a hybrid version of these two neighborhoods would give our community the housing it so desperately needs. Giving folks a chance to own a home with a little space around them (similar to South Park) and give some hope to those looking to find a small piece of Jackson that they can call home (single family home, condos/ townhouse). I have been a member of this community my whole life and I would love nothing more than to remain here for the rest of it. I will be honest, I'm not sure that is possible. My wife has a great job with St John's Health (which we all know is very important to our community) and I have a successful small business providing jobs and needed services to this valley. In short, a hybrid version of South Park and Rafter J may help us save what little we have left of the backbone of this community (working class people).	6	0
34	I would hate to see a big tall fence blocking views. No landscape mounds either, they also block views.	3	0
35	This development needs it's own Park/Open space. There is no reason the developers shouldn't provide this. It would be terrible if all the new homeowners cross the road to take their dogs to existing parks in the Cottonwood neighborhood.	2	1
36	Don't build a big fence or landscape berms along SPL Rd. People on the pathway will feel confined and missing views.	4	0
37	We like all the comments. Many great ideas. Yes, single family homes or townhouses for single people. modest family homes that workers could afford, and maybe one story smaller homes for the senior members of our community. All should have some outside areas around them for enjoying the outdoors-patio, garden etc. We like the idea of integrating all of these into the plan so there is a mixed community. We live in Melody Ranch and love having families w children, older people (like us) and singles in the neighborhood.	0	0

	Open space/ parks between the areas are important as are wildlife corridors. There are many animals that utilize this space for migration.		
38	There are landowners across the road that have concerns. I hope they will be addressed also. All the families with children that attend the 6 schools near High School Road should be protected from any construction and permanent traffic the Northern South Park development will create. Induced traffic from the proposed Tribal Trail Connector without an East West Connector will turn High School Road into a dangerous congested traffic corridor. I walk HSR all the time. I see daycare providers walking lines of little toddlers across High School Road. I see young children playing on the big snow banks near the road at recess and the end of the day. I see soccer players chasing their soccer balls across High School Road without even looking. I have retrieved a few and threw them back over to them so they wouldn't have to cross. Have you seen kids with newly minted drivers licenses showing off their ignorance on High School Road? I have, many times. It's all nice to have pretty homes, but if you don't have the proper infrastructure because the feuding large land owners can't or won't agree on it, the plan will be a tragic failure. And it's going to be a child or young adult that will be the first casualty.	3	0
39	An open space with no fencing all along High School Road to the high school land, turning South along the Lockhart border, wide enough to serve as a wildlife corridor for big game coming through Cottonwood and Rangeview Parks in the evenings and mornings. They will feel lessed stressed following the Cottonwoods going North to South on the Lockhart side. This way, they are not trapped on the road. During the day it can serve as a park for the two legged creatures with a nice running path for the school athletes and winter Xcountry skiers. Start your neighborhoods on the other side of the wildlife corridor/park. Throw in a few excersize stations, benches, native grasses and landscape material so you won't waste any money on chemicals and irrigation that will pollute and stress the our fragile groundwater underneath. No Kentucky Blue Grass! This is Wyoming! 🏞️	2	0
40	To clarify make the path an elongated loop joining up with the high school property. I remember a nice excersize loop path when we lived in Billings. The stations were every so often and gave the user a good work out while enjoying the scenery jogging between them. Who needs an expensive field house right? 😉	0	0
41	No amount of buffers will protect groundwater sources if new neighborhoods carry on the same old, polluting landscape bad habits. Residential lawn pesticides, fertilizers and water hungry, non native plants will be NSPs and our community's ecological downfall. Non native lawns should be done away with, as well as biome killing chemicals. There is a reason beneficial insects and good soil bacteria are on the decline. "Homeowners use up to 10 times more chemical pesticides per acre on their lawns than farmers use on crops. Nearly 80 million pounds of pesticide active ingredients are used on U.S. lawns annually. ... Americans spread over 90 million tons of toxic pesticides and fertilizers on our lawns each year." https://www.deep-roots-project.org/pesticides-toxic-fertilizers#:~:text=Homeowners%20use%20up%20to%2010,used%20on%20U.S.%20lawns%20annually.&text=Americans%20spread%20over%2090%20million,on%20our%20lawns%20each%20year. Time to end biome killing and groundwater pollution. It shouldn't be an ask. It should be spelled out in LDRs.	3	0

43	Do not put the rodeo grounds in NSP. All that will lead to is more traffic back and forth into town. It will take away business from downtown that small business owners rely on. It will only put pressure on relocating more commercial around it. It will continue the vicious wash, rinse, repeat cycle that will negatively impact quality of life for the community in many respects.	2	0
44	https://rmi.org/an-affordable-net-zero-all-electric-community-in-the-colorado-rockies/	0	0
45	Leaf and grass blowers spewing loud noises and pollution all over the neighborhood. Welcome to Rangeview Park and the neverending assault from lawn companies blocking neighborhood roads, over spraying, over mowing and blowing plant materials into other yards. Then racing off to the next yard. The amount of pollution lawn mowers and blowers put out are more impactful than automobiles. Some companies I have observed spray with abandon and on windy days. How are you going to avoid these same bad habits in NSP? Educating the homeowner isn't working. We need a drastic overhaul of landscape design and LDRs. It is important to eliminate the old high maintainence yard of the past that necessitate the use of polluting 2 cycle machinery.	2	0
46	"Teton Conservation District and the Jackson Hole Land Trust partnered with local businesses to relocate snow storage piles that otherwise would have swept sediment, salt, metals and other pollutants into Edmiston Spring, which bubbles up in Owen Bircher Park." https://www.jhnewsandguide.com/the_hole_scroll/snowpile-gets-the-boot-keeping-spring-clean/article_2f26c16a-fb19-5cd1-8ed8-7265a23bd98d.html?fbclid=IwAR2oPOgX3RumNHK_wE8tUQHtTPDnD-himxsbpU-4jzvzN8oRNRAquLTY2ps#utm_campaign=blox&utm_source=facebook&utm_medium=social Where is all plowed snow going to prevent groundwater pollution? Will the multi million dollar home development rent the big lot along High School Road behind homes in Rangeview Park to dump their polluted snow? Or other less fortunate neighborhood lots?	1	0
47	That lot along HSR is always filled with the garbage of other residences in other neighborhoods after the big snow piles melt.	1	0
48	Good call out....Wildlife corridors are critical. In Cottonwood we have deer and moose all the time. Elk may need this space to come down from Snow King and towards the Snake River. We need to make sure there is appropriate space and passages for wildlife.	1	0
49	It would be great to see new subdivisions of this scale served by community-scale solar with all-electric homes. That would reduce the greenhouse gas outputs related to the development.	2	0
50	Please don't allow minimum home size requirements in any CCRs for the subdivision. They encourage larger homes and keep people looking for more modestly priced options further on the sidelines of the already insanely challenging market.	0	0
51	Developing NSP is our last good chance to significantly address our housing crisis using greenfield development. The only way this development will be worth it is if the vast majority of homes built are permanently deed-restricted Affordable housing available to folks making 120% MFI and below. Workforce homes would also serve locals who don't qualify for Affordable units but can't enter the free	4	0

	market. We need to make sure that if we are handing over hundreds of millions of dollars of development rights, we are getting what we deserve and need in return.		
52	https://rmi.org/an-affordable-net-zero-all-electric-community-in-the-colorado-rockies/	0	0
53	https://dirt.asla.org/2012/10/31/12108/ "Many natural areas are now too small to sustain native species for long. The long-term survival of many species depends on recreating connections. Birds, turtles and reptiles, frogs and other amphibians, foxes, and other mammals all need safe passage through neighborhoods and places to raise their young within them. Corridors need to be protected where species are already using them. Wider, more continuous corridors work for a greater range of species. A recent study argues that organically-formed corridors are more successful than easements along a street or utility line. (Sources: Bringing Nature Home: How You Can Sustain Wildlife with Native Plants, Doug Tallamy, Timber Press, 2009; “Interview with Kristina Hill, Ph.D., Affiliate ASLA,” American Society of Landscape Architects (ASLA) interview series; and “Designing Wildlife Corridors: Wildlife Need More Complex Travel Plans,” Science Daily, 2008.)"	0	0
55	This is zoned R-1 and the landowners split the ranch to develop it as it is now zoned. One single family home per lot of about 35 acres. This is to have the smallest footprint possible on the environment and community. Keep it that way.	2	0
56	Great Spot for Fairgrounds.	0	4
57	The Highschool will need to expand if many more home are built. A field house should be built here, as the old gyms get converted to more classrooms to house the student growth. Instead of causing growth pains keep it zoned R-1	1	1
58	Remember this corner is already zoned for Urban density and is planned to have lots of single family homes on small lots. It's what the owners are allowed to do. All free market.	1	1
59	These consultants talk too much about adding commercial buildings. We already have plenty of jobs here.	5	0
60	Imagine 5,000 more cars.	0	0
61	I think it's sad what's happening to Jackson. Just because other's choose to capitalize and care more about the "big bucks" and their excessively large homes WITHIN THE TOWN LIMITS and other places...we all just have to accept it? I'm not originally from here but I have a lot of respect for anyone's true home and I think putting "big money" before being neighbors, homes, cultures, history, etc. is not a good new direction for Jackson. I mean, community members are now being referred to as the "workforce". It's disgusting and I know if I was born and raised in Jackson I'd be pretty pissed I was being compartmentalized this way. How sad to be born somewhere and have your family be from somewhere but because some rich retirees who've never spent a day of their working life in Jackson have more of a chance living in Jackson? I don't remember moving into a pretentious Jackson years ago and I think it has a better future than that. There's already so many awesome mountain spots that are pretentious and terrible can't Jackson be spared? Look at Park City......not that it's really on the same playing field as Jackson...different histories, etc. but it's an example of how terrible mountain towns are becoming. I'd never buy into that place I don't care how great the snow is.	2	0
62	We need another Rafter J!	0	2

63	It is not zoned urban density.	0	0
64	Once again wildlife takes it on the chin in Jackson. I've heard time and time again that this area isn't really valuable for wildlife. Strangely enough from developers, surveyors, engineers and those with a vested interest in turning a profit.... Well, bullocks. Flat creek runs nearby....and I have pictures of herds of elk in these fields. They got hazed out when the golf club was put down there. Ditto when Friess and Co rammed their school in there (as an aside where do you think the Gill's took their storm the legislature queues from...) and again our valley's irreplaceable wildlife is threatened and concerns for conservation is cast aside. Anyone care to guess why elk are scare in Vail? Perforated building and gross over development. Sound like I'm hot. Well I am.....as I've watched it go on for nearly 30 years now. Money and special interests either don't care or don't have a vision beyond their pockets. I will say to end this rant and offer a solution.... One of the better ideas I've heard in this thread is for a boundary / greenbelt wildlife corridor to be set firmly at the southern end of this map. It's the least we can do sadly but if that's all we can do to give our large ungulates some space and guard against further southern sprawl we've got to make that happen.	3	0
65	Please BUILD THE TRIBAL TRAILS CONNECTOR	0	0
66	traffic calming designs along HS Rd and SPL Rd is a must. Slow it down.	1	0
67	as I listened to the presentation of pockets of commercial, neighborhood commercial, or whatever it is now called...The NW corner of Rangeview was platted as commercial but adjusted to residential. A commercial space/store/coffee shop historically could not make it. Commercial is a great neighborhood convenience/asset but not sure how you make this work in this area with SMITHS complex so close. Open to ideas on this one	0	0
68	Amended suggestion...Sorry, meant to add ...the commercial, store, coffee shop, restaurant....IN RAFTER J...did not make it...	0	0
69	Not all housing is created equal. We have got to balance the larger JH community with affordable housing for our workforce. We cannot continue to simply increase the population of people who want, need and expect different types & levels of workers to serve the the greater community. We must prioritize nature and wildlife. Anyone who doesn’t put the highest values on these ought to live someplace else. We are one of the last places to have contiguous lands that support a variety of wildlife. We have encroached too much already. We have, with every decision, got to steward & protect that! I would like to see Jackson hole set an example to the rest of the world through the millions of tourists who come through here: I would like to see our community trend towards all things sustainable and in support of a healthy environment for people and nature. “Green” build! Ban harmful pesticides, etc. Build more densely with more open areas to be enjoyed and explored. Don’t forget that people will be bringing their dogs! Our public recreation areas are becoming crowded. Views from the highway have long been cherished. Let’s protect them please. Architectural style should reflect Jackson hole. Park city looks like a child’s playhouse to me. Let’s not go the direction of Easter egg color clapboard that doesn’t look like it’s going to stand the snow for more than five or 10 years! Can more GREEN pathways be created to reach the commercial areas of Smith’s, Whole Foods etc. & easily connect into bike paths? Unlike the Gill family, I am very grateful for the input of public planners who are experienced – especially when it comes to traffic! Please be very considerate	1	0

	when exploring traffic possibilities – and perhaps it's time for The county to invest in more green and more comfortable public transportation to encourage people to ride?! Thanks		
70	I would like to see single family homes with yards like rafter j. High density should be built in town instead of the McMansions that are currently going up in town .	0	0
71	I would like to curvy neighborhood roads with a couple multi use parks. Maybe even a dog park. Landscaping is important	1	0
72	The town, county and community needs to get this done, with a focus on affordable housing and a diverse range of housing and price points for the working class and year-round residents! This area of the valley is the one spot where a true impact on the 30+ year decrease in affordable housing can be made. The Gills and Lockharts should be commended for trying to do this and make a legacy to the community, and not just chasing the biggest pile of dollars. So tired of all the NIMBYS who fight all the projects!! So tired of all the 2nd and 4th home owners who yap and act like they have any stake or provide much at all to our year round community members! Please do the right thing here for the people who live and work here. Evolution is a bummer at times, but the rest of the country and world all have to deal with growth. Time to put our big kid pants on and accept we are not immune to growth, but focus on the people that matter in our community, those who live here and work here full time. Thanks for your time and efforts.	0	0
73	Please address the Tribal Trail connector and east/west connector, as many comments mention...the Tribal Trail connector is "the elephant in the room". It doesn't seem that planning can proceed much further without addressing the large number of traffic concerns for this area. I live in South Park and am in favor of both connectors. I also support the comments for open green space, view corridors, and animal space...I too have photos and video of elk on this property as I'm sure many do...now even bear 399 and cubs were on the ranch! Melody Ranch does illustrate positive points...open spaces and parks, various housing options, a wide buffer for Flat Creek, graciously curving streets, plenty of trees on swales and a colorful variety of plantings.	0	0
74	If you build the Tribal Trail Connector, then an East West Connector is vital to take all construction, industrial, and permanent traffic Northern South Park development will create. High School Road needs to be protected for the six schools, it's students and the existing families that live along this increasingly ignored road in the NSP equation. The ranching/developer families want to dump all traffic on High School Road, because it is the cheaper option. Bottom lines shouldn't rule over safety and needs of others.	0	0

General Comment Box

1. What has been presented so far fails to discuss the impact on waterway (flat creek); traffic; and increased light pollution
2. The survey was very limiting and did not consist of any solutions on how not to impact existing neighborhoods and schools.

3. Please protect the wildlife habitat, the environment and our water in this development process. Provide much needed, and promised, workforce and affordable housing. Too many workers and wonderful people that run this town have to move to surrounding bedroom communities and other less expensive cities, towns, states, etc.
4. NSP is a valuable and desirable area for potential housing. Close to schools, grocery shopping, medical care, pathways, START bus route, and highway 89 access. The area is best suited for workforce ,middle to higher income local workers and essential workers such as doctors, nurses, EMT's, teachers, law enforcement, and town/county workers. NSP is an ideal location for families with children. High density affordable housing for lower income and single residents is best located in the town of Jackson where the area is already planned for higher density development. I expect a higher percentage of lower income workers looking for affordable housing work at hotels, restaurants, and bars which are located in town. Locating the affordable housing in town would reduce communing distances, traffic and pollution. The NSP development would need a mechanism to hold a portion (50% or less?) of the housing at values which could be purchased by Teton County workers.
5. When creating plans to drastically develop northern South Park, please take into consideration the significant increase in traffic along South Park Loop Road, especially with how this development along with the Tribal Trail connector will concurrently increase traffic in preixisitng South Park communities. I hope development will include mitigation to prevent overuse of South Park road, as many homes live right along the road already experience a high number of large and fast moving traffic. In addition, please consider affordable housing as an extremely high priority and reconsider the need for developing luxury living. Thank you for taking the time to listen to us South Park neighbors!
6. We absolutely need workforce housing and free market won't do it, even if it's dense. Development should have a park/open space for family recreation. Don't dump all the traffic on High School Rd. and South Park Loop. I'm against any kind of onsite wastewater treatment.
7. Look into how we in Cottonwood Park and Rangeview Park neighborhoods can change town, county, state regulations to be able to have ADUs or ARUs for extended family use. Whether an add on or a stand alone with the proper minimum sq ft allowed. Our neighborhoods would be the perfect place to keep retirees in place while being able to have enough room for some of their grown children and families and have rentals for the workforce. This would be an excellent symbiotic relationship, keeping families together. Built in baby sitters, elder caregivers, and wellbeing. Perhaps some kind of incentive to do this, as well as incentivising keeping the vehicles to the present HOA maximums. Our neighborhoods are right on the START Bus runs. Increase the START runs by going the other way, instead of just a one way loop. Look into having school bus runs within the 2 mile radius of our schools. This would help the families in our neighborhoods and keep more cars off of High School Road. The infrastructure is already here unlike South of HSR in Northern South Park. Has anyone done a study on how we could do this? What ever it takes by talking to the HOA board, and homeowners. Deed restrictions, possibly in exchange for help like the home down payment program in exchange for a deed restriction that was started this past year. This would have much less of a carbon footprint. Why not make the most of what we already have?
8. Why are the building styles not acceptable for what the land is zoned? Why are you talking about commercial space? What community are you planning for because this is supposed to be about Jackson Hole.
9. Dog park

10. Thank you for listening to our input. Being able to be heard on an important, new neighborhood in Jackson is amazing. I hope it turns out great!
11. Housing should be available to retired workers who spent their working lives in teton county, serving the community, not just those currently employed here. For instance, my wife and I own 2 houses in Wilson. We would like to be in town close to services and medical care. N. S. Park fits the bill. The houses we own would then be available to current workforce. Please don't force people who devoted their lives to the valley to leave.
12. I haven't heard any conversation about the potential impacts on the schools and the roads around the development. South Park and High School roads are already very congested and a high density, big neighborhood will just add to that problem. We live in Cottonwood and in the morning when it's school drop off time it can take us several minutes to get out of the neighborhood, this will only be more of an issue with more development. In addition, our kids go to Colter, will a high density housing development impact the allocation of kids to schools, is there a chance we would get moved to JES so that all the kids living south of High School Road could go to Colter based on numbers? That would be a major issue for us - we purposely live with their is a neighborhood school. I know very few people in our neighborhood who are at all in support of this development, there are major reservations about how this will impact all the surrounding developments.
13. I want to support the wildlife corridor

ATTACHMENT 4: PUBLIC COMMENT

From:	Scott Pierson
To:	Natalia Macker; Greg Epstein; Mark Newcomb; Mark Barron; Luther Propst; Ryan Hostetter; Kristi Malone; Alyssa Watkins
Cc:	collinsplanning@bresnan.net; nikki; jenn.ford.2010@gmail.com; Laura Bonich; hans@cairnla.com; Kelly Lockhart
Subject:	Northern South Park – Steering Committee progress
Date:	Friday, March 19, 2021 3:19:00 PM

Via: Email
Regarding: Northern South Park – Steering Committee

Dear Commisioners,
After discussions with members of the Steering Committee and staff I think it is time for the commissioners to check-in on the process and progress being made on the Northern South Park Plan.

The process is at the end of Phase Two in which information was gathered from the public about the community expectations. This seems to have gone as well as can be expected under the cloud of COVID-19. Additionally, existing conditions baseline information has also been gathered and should soon be available after review. Most of this has, as planned, not required a lot of involvement of the expertise of the Steering Committee.

At the last meeting of the Steering Committee, staff, and consultant we heard that Phase three would be the time for greater involvement of the Committee members. The increased participation is because of the expertise that we were selected to bring to the project would become important to the outcome. In general, the committee members are hoping to have more meetings to gather their input, at least every other week if not more frequently. Although this may not be necessary if our comments can be heard through written form.

Yesterday we received from Ryan an excellent update and some things for review and comment. Perhaps you could ask Ryan to provide you with the content of that correspondence to inform you of the progress.

On a personal note, I look at Steering Committee meeting(s) with Opticos as being like general staff meetings that the Planning Department usually has with themselves and other county departments. As you know those meetings are not public. I think that the information that the Steering Committee can bring to the project is the same. Because of this sameness, I don't think the meetings should be broadcast directly to the public. This is your decision and I expect that if you were to reverse your decision the S**** would hit the fan. Kevin at the NaG would love it though, it seem to me news has been slow.

Scott Pierson

Post Office Box 1391
Jackcon, Wyoming 83001

Jackson Hole
WORKING

March 26, 2021

Dear Chairwoman Macker and County Commissioners,

Thank you for all your work on Northern South Park. As we go into Spring Break, we ask that you stay the course on the Neighborhood Planning Process, support the Steering Committee, and gather information from the community.

Northern South Park represents an important opportunity in Teton County. We hope that recent events will not deter our Commissioners from continuing to work with landowners, the Steering Committee and the community to achieve a win-win solution.

Many in our community have been waiting for this development and plan. Unfortunately for some, the lack of affordable housing has already driven them out, but let's use this opportunity to guarantee that housing and development occur in Northern South Park for our current workforce. The Comp Plan calls for it to be the next step. Our valley prioritizing local housing is essential for working families, small businesses, quality of life, protecting our wildlife, and reducing our carbon footprint.

We are now in the second half of this process, and we must continue to rely on the Steering Committee's expertise and continue to engage the public. Their input and Opticos and Planning Staff's work will be essential to this critical outcome.

Northern South Park is full of opportunities, and we have a responsibility to continue to work towards solutions that will benefit Teton County for generations.

Sincerely,
Jackson Hole Working

Post Office Box 1391
Jackcon, Wyoming 83001

Jackson Hole
WORKING

January 18, 2021

Dear Chairwoman Macker and County Commissioners,

Northern South Park and its discussions, planning, process and community outreach are critical to Teton County's future.

After the first few meetings of the steering committee for Northern South Park, we are concerned that the original promises that this particular group would carry more weight in their decisions are already being backtracked.

Steering committee members were initially stated as "someone who is more involved in the planning process and would be on a committee that helps guide the planning process." However, in the first few meetings, the last being public, committee members raised concerns that the process's scope appears to be changed to a watered-down version of the original intent.

We heard from County Commissioners earlier in the process that the reason for the separate steering committee and stakeholder group was different duties and responsibilities. These steering committee members will be giving many hours of valuable time to this process over the next several months. We want to make sure their collective expertise and work are being used to better this community planning process.

We ask that you revisit with Planning Staff, Opticos and steering committee members to ensure that all participants are operating under the same agreement, expectations, and goal.

Thank you for your consideration.

Sincerely,
Jackson Hole Working

Conservation Recommendations
for the Northern South Park Neighborhood Plan
by Chelsea Carson, Conservation Program Manager
March 20, 2021

South Park is a microcosmic representation of the struggle in Jackson and Teton County to both provide for our essential workers' housing needs *and* preserve and protect wildlife, their habitat, and scenic vistas and working lands. In exchange for an upzone in Northern South Park (NSP), we believe the NSP neighborhood plan should include a large-scale conservation initiative and set a precedent for integrating the community's priorities of ecosystem stewardship with affordable housing. This proposal is based in our Comprehensive Plan:

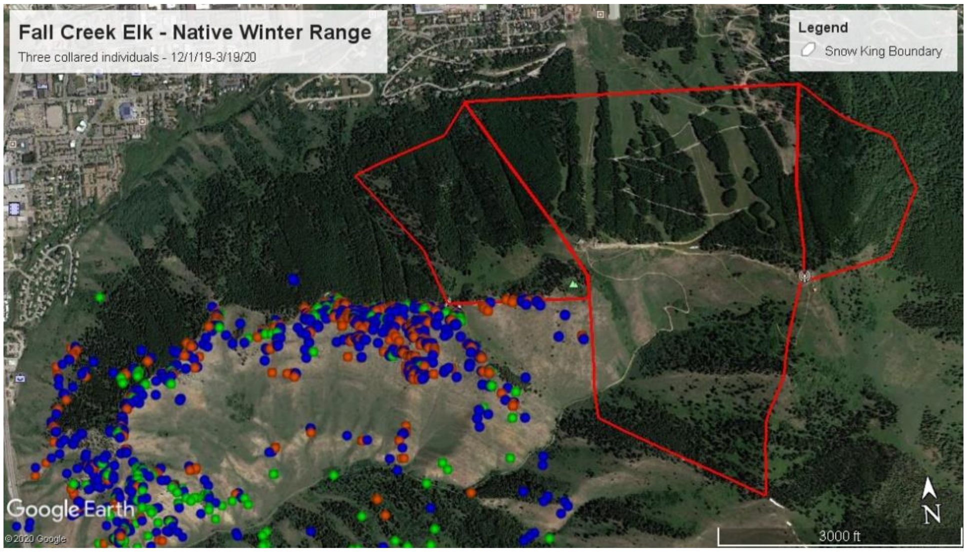
> "South Park is, and should continue to be, the agricultural southern gateway into Jackson. The existing agricultural open space that defines the character of the district, provides a scenic foreground for Teton views, wildlife habitat connectivity, reference to our community's heritage and stewardship ethic, and a quiet rural setting for residents. The most important habitat in the district is the Flat Creek riparian corridor; however, **the intensity of wildlife vehicle collisions on South Highway 89 shows the importance of the district's open space for wildlife movement in all directions.** …
>
> The district should maintain the character that it has today. **Agriculture and other means of preserving open spaces should be encouraged,** and development should be directed into a Complete Neighborhood wherever possible... **Wildlife habitat connectivity and permeability should be enhanced through existing development and across Highway 89.**" – Jackson/Teton County Comprehensive Plan pg. IV-72 [our emphasis]

Baseline inventories, observations, environmental assessments, and wildlife-vehicle collision data all indicate a significant wildlife presence in the greater South Park area. Elk, mule deer and moose, raptors, trumpeter swans, songbirds, migratory birds and a variety of waterfowl, amphibians and reptiles both live in and move through the region.

There is significant documented evidence of ungulate movement, specifically mule deer and elk, throughout the Snake River Corridor, throughout the Leeks Canyon / Game Creek area of the Bridger-Teton National Forest, and across S. Highway 89 (Teton County Wildlife Crossings Master Plan; Wyoming Game and Fish).

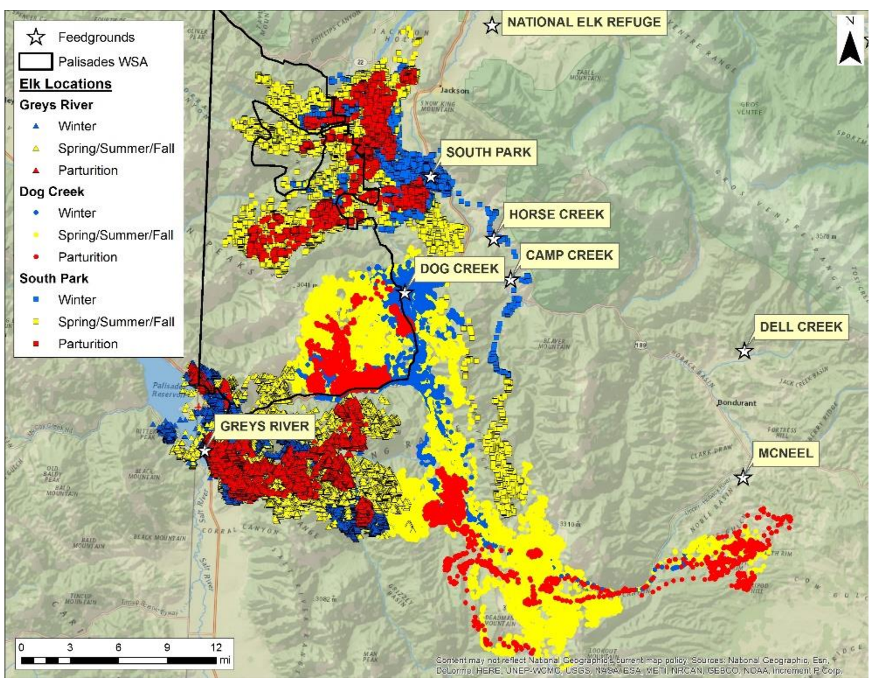
We propose protecting a 200-acre wildlife movement corridor across Central South Park, in coordination with a significant upzone in Northern South Park. In this memo, we share recent publicly-accessible data and information about wildlife habitat and movement in South Park.

Wyoming Game & Fish recently obtained collar data of elk in Leeks Canyon / Josie's Ridge:



Elk distribution from radio-collared data points; Wyoming Game and Fish

As well as data showing significant elk distribution along the Snake River Corridor:



Elk distribution from radio-collared data points; Wyoming Game and Fish

According to the Teton County Wildlife Vehicle Collision Database, S. Highway 89 presents some of the highest fatality rates for large ungulates in Teton County and the highest costs associated with wildlife-vehicle collisions:

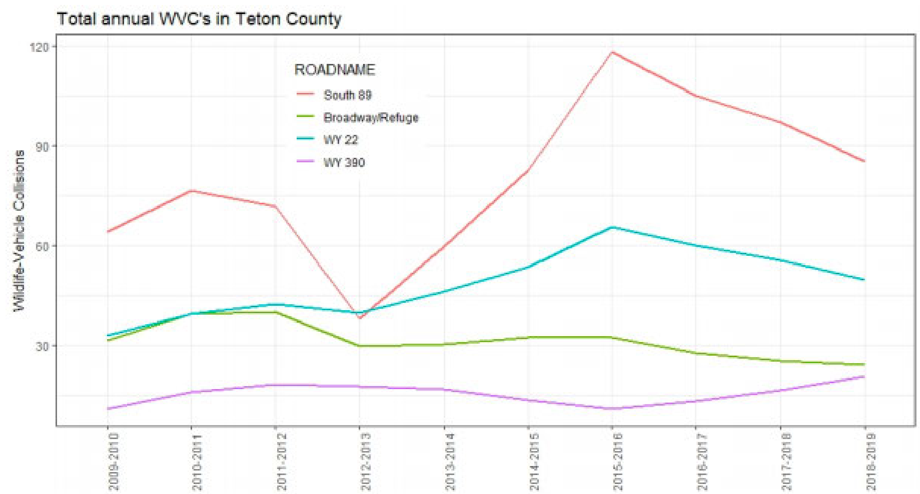


Figure 4. Annual wildlife vehicle collisions on South 89, Broadway/Refuge, WY 22 and WY 390 (2009-2019) (year equals May 1-April 30).

Jackson Hole Wildlife Foundation:
Teton County Wildlife Vehicle Collision Database Summary Report 2018-2019

And the Teton County Wildlife Crossings Master Plan identifies S Hwy 89 as a hot spot and potential location for wildlife permeability:

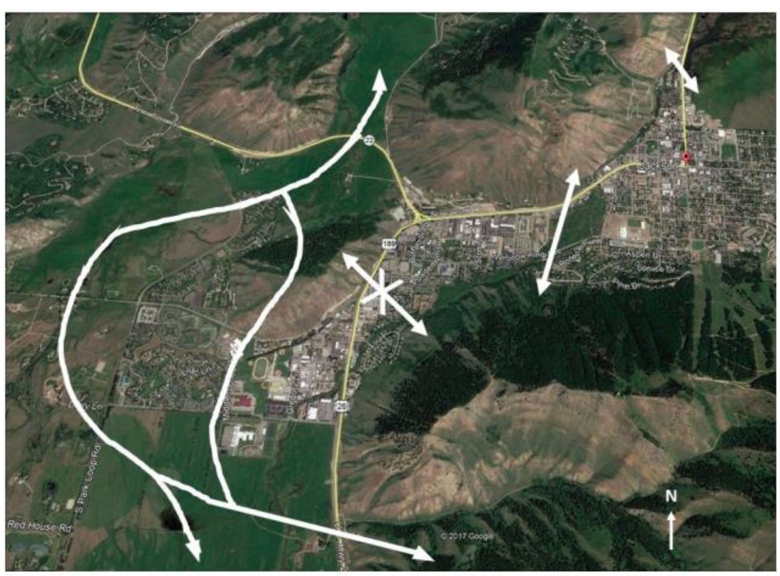


Figure 33. (Potential) mule deer migration corridors through and around Jackson.

Figure 33 from the Teton County Wildlife Crossings Master Plan

Cumulatively, the habitats provided in and around South Park contribute to the overall ecological health of the larger Snake River ecosystem. Biologists hope to work with landowners to enable wildlife movement and migration through the South Park area. Establishing **an agricultural conservation greenbelt south of the new development in NSP** would enhance wildlife utilization and permeability of this area.

The influx of residents and cars from NSP will create more opportunities for human and wildlife interactions. It will be imperative that wildlife has alternatives for moving around the expanded urban footprint rather than through it. A greenway of conservation easements north of the county-owned Valley Springs Ranch (where a wildlife crossing structure could be located if coordinated with landowners) extending west would provide connectivity from the Bridger-Teton wrapping around Snow King and across S Hwy 89 into the private, public, and protected areas leading into the Snake River Corridor and across Hwy 22.

This conservation greenbelt would also help protect the Flat Creek corridor, which has been identified as important riparian habitat for aquatic and terrestrial species, a critical resource for water quality and stormwater runoff, and worthy of intense preservation and restoration measures and funding (Flat Creek Management Plan 2019 Revision). The Comp Plan states, "The Flat Creek corridor should be preserved and enhanced with a focus on wildlife habitat and movement" (IV-72). It is well documented that riparian corridors are among the most important habitat for water quality protection, wildlife preservation, and agricultural production (Johnson & Buffler 2008). Landowners are currently participating in a government-funded restoration project to restore Flat Creek back to a natural state after historical straightening and widening altered the functionality of the stream. The parcels containing Flat Creek from Northern South Park to the Valley Springs Ranch property are some of the last remaining agricultural lands in the watershed and are our last best opportunity to protect the creek.

Finally, a greenbelt of protected land would uphold the rural and agricultural character of South Park by protecting working lands, scenic hayfields, and long-range vistas. Maintaining these scenic viewsheds is an important community objective that would maintain property value and wildlife habitat.

Our community has long considered development in NSP in tandem with conservation elsewhere. The original description of NSP in the 2012 Comprehensive Plan provided "the allowance for development when associated with an opportunity to provide meaningful permanent open space by clustering development into the subarea from a Conservation or Preservation Subarea." Although the wording was revised in the recent Comp Plan Update, the principle still stands, and Chapter 3 in the Comp Plan suggests these strategies for implementation:

- "Explore tools for transferring development potential from Preservation and Conservation Subareas of ecological significance to Stable and Transitional Subareas in the Town and County" (3.1.S.2)
- "Explore growth boundaries and associated expansion regulations and criteria for Complete Neighborhoods in the Town and County." (3.1.S.4)

A protected movement corridor in South Park could be achieved through voluntary conservation, philanthropic funding, or offset by additional density as a part of the neighborhood planning process.

We offer this data and analysis as a resource to the landowners, County staff and elected representatives, and community. We hope they will use this data and analysis as a resource as our community crafts a neighborhood for everyone, including wildlife.

Citations

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Johnson, Craig W.; Buffler, Susan. 2008. Riparian buffer design guidelines for water quality and wildlife habitat functions on agricultural landscapes in the Intermountain West. Gen. Tech. Rep. RMRS-GTR-203. Fort Collins, CO: U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station. 53 p

Vergnes, Alan & Kerbiriou, Christian. (2013). Ecological corridors also operate in an urban matrix: A test case with garden shrews. Urban Ecosyst. 16. 1-15. 10.1007/s11252-013-0289-0.

Teton County GIS map

"Teton County Wildlife Crossing Master Plan". *Teton County Wildlife Crossings Master Plan*. May 31, 2018.

Wyoming Game and Fish radio-collared elk distribution maps

Comp Plan Density Analysis

	Subarea 5.5											Subarea 5.6		
	Built as of 1/1/2017					Unbuilt	Total Density							
	Units	FA	Unit Size	Unit %	FA %	Units	Units	Unit %	Acres		Units/Ac	Units	Acres	
DSFD	297	732938	2468	37%	54%	13	310	37%	86.9726	42%	3.564341	348	97.57901	
ASFD	138	195549	1417	17%	14%	16	154	19%	12.4251	6%	12.39427	173	13.94036	
Apt	360	360969	1003	45%	27%	0	360	43%	32.00954	16%	11.24665	404	35.91314	
Co. ARUs	4	2358	590	1%	0%	0	4	0%				4		
Church		61764			5%				15.1351	7%			16.98084	Public, semi-public use doesn't have to be religious in NSP, could be education or other
Park									20.3935	10%			22.88051	
Road Lots									10.1954	5%			11.43874	
Remainder (Roads)									27.86876	14%			31.26739	
Total	799	1353578	1694	100%	100%		828		205		4.039024	929	230	

Current Value Analysis

		2019		2011-2019		2020 Estimate
	Acres	Per Ac. Value	Units	Appreciatio	Inflation	2020
Revenue						
Suburban	35	$ 1,889,143	127			$ 2,044,619
R1	195	$ 94,438	6			$ 102,210
Cost Assumptions						
Parks/roads/etc.		35%				
Design/approvals		$ 1,000,000				
Per lot infrastructure		$ 25,000				
Transaction		2%				
Value						
Suburban		$ 37,698,443		8.23%	1.65%	$ 41,126,699
R1		$ 11,233,890		8.23%	1.65%	$ 12,188,713
Total		$ 48,932,333		8.23%	1.65%	$ 53,315,412

Future Value Analysis

					Future Scenario		
	Acres	Per Ac. Value	Units	Lot Size	% Resticted	? Conserved	Landowner Value
Revenue							
Single Family	98		348		22%		$ 133,459,126
Suburban	35	$ 2,044,619	127	12000			
NL-3	63	$ 2,044,619	221	12348			
Townhome	14	$ 2,044,619	173	10544	100%		$ (6,806,527)
Apartment	36	$ 879,392	404		100%		$ 31,581,715
Additional CN-PRD						yes	
Suburban	11	$ 2,044,619	51				$ 21,522,309
Conserved R-1	200	$ 10,221	0				$ 2,044,209
Cost Assumptions							
Design/approvals		$ 2,000,000					$ 2,000,000
Per lot infrastructure		$ 25,000					$ 25,000
Transaction costs		2%					2%
Conservation		$ 22,124,478					$ 22,124,478
Total		$ 242,017,049			71%	200	$ 142,367,225
Increased Value over Current					$	99,649,824	$ 89,051,813

Affordability Variables

	Affordability				
	50%	80%	120%	200%	Total
Median income					$ 110,700
3 person household Income	$ 49,815	$ 79,704	$ 119,556	$ 199,260	
Affordable rent+utilities	$ 14,945	$ 23,911	$ 35,867	$ 59,778	
Affordable home price	$ 166,048	$ 265,677	$ 398,516	$ 664,193	
Housing need distribution	25%	19%	43%	13%	
Apartment					
Units	99	78	174	54	404
Initial Cost					$ 194,577,559
Land					$ 31,581,715
Construction					$ 161,995,844
400 $/sf					
Design/Planning					$ 1,000,000
Annual revenue	$ 1,408,719	$ 1,760,733	$ 5,915,028	$ 3,042,170	$ 12,126,649
Rent	$ 1,482,862	$ 1,853,403	$ 6,226,345	$ 3,202,284	$ 12,764,893
Vacancy	5%	5%	5%	5%	5%
Annual cost					
Annual maintenance					$ 100,000
Cap Rate					
Actual					6.18%
Expected					6%
Land value discount					$ -
Single Family					
Unit size (sf)	1500	1500	2000	2500	
Construction cost	$ 525,000	$ 525,000	$ 700,000	$ 875,000	
per sf	350	350	350	350	
Per unit land value	$ (358,952)	$ (259,323)	$ (301,484)	$ (210,807)	
Triplex					
Unit size (sf)	3000	3000	3500	4000	
Construction cost	$ 1,050,000	$ 1,050,000	$ 1,225,000	$ 1,400,000	
per sf	350	350	350	350	
Per unit land value	$ (183,952)	$ (84,323)	$ (9,817)	$ 197,527	

Wildlife Corridor Analysis

	Units	Acres	Per Ac. Value	Value	Additional CN-PRD
Conservation acreage	0	200	$ 102,210		
2020 value				$ 22,124,478	
Revenue					
Suburban	51	10.52632	$ 2,044,619		$ 21,522,309
Conserved land		200	$ 10,221		$ 2,044,209
					$ 23,566,518
Cost					
Per lot infrastructure			$ 25,000		$ 1,285,714
Transaction costs			2%		$ 471,330
Opportunity cost					$ 22,124,478
Value					$ (315,004)

Employees Generated vs. Housed

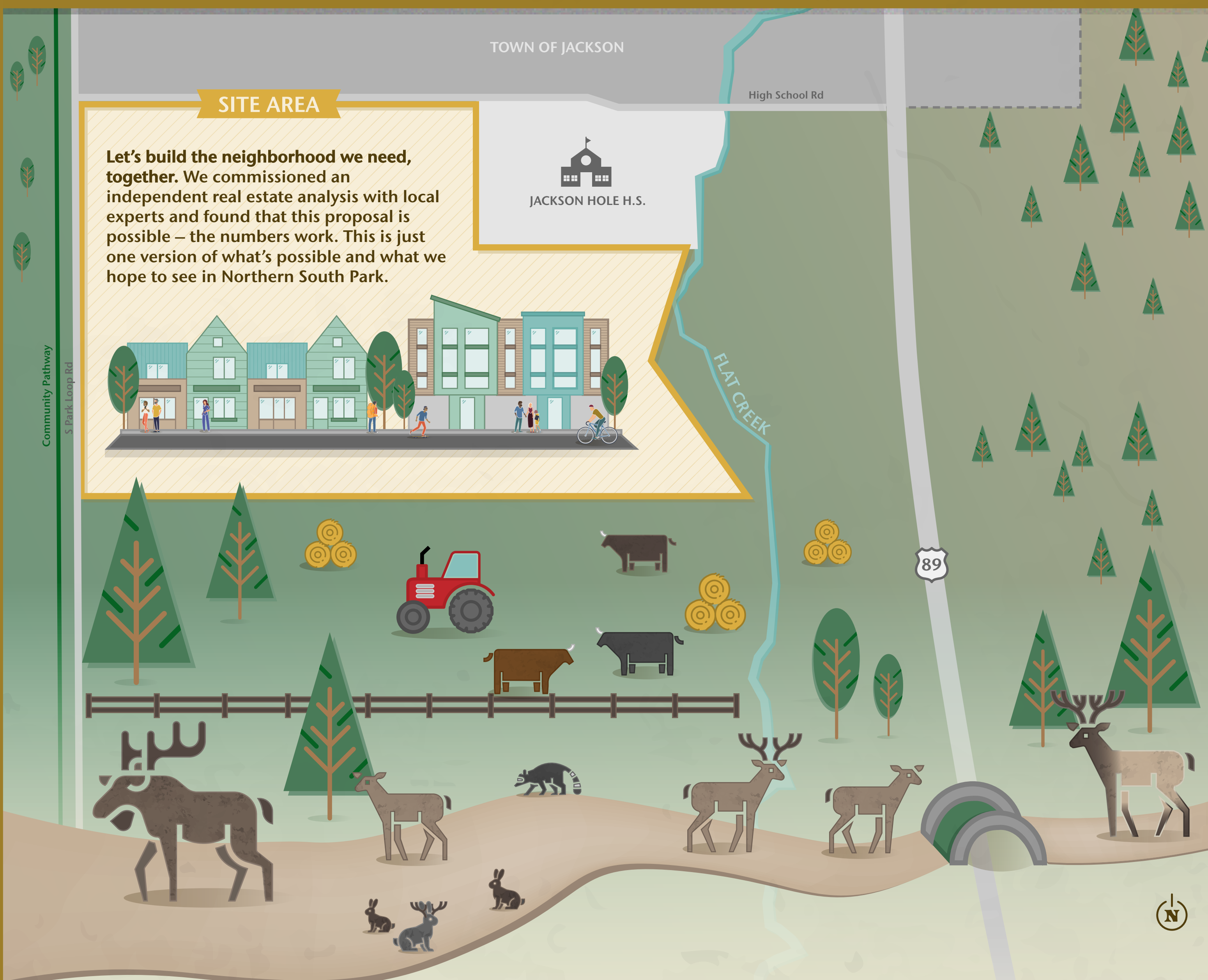
	Units	Unit Size	Employees Generated	Employees Housed
Market				
Detached Single Family	323	4,800	110	
Attached Single Family	0	1,600	0	
Apartment	0	1,003	0	
Public/Semi-Public		69,296	113	
Restricted				
Detached Single Family	76	4,800	21	135
Attached Single Family	173	1,600	20	308
Apartment	404	1,003	26	719
Total			290	1,162
% restricted	67%			
Housing Gain				872 more employees housed than generated
Housing Gain Ratio				4 x as many employees housed as generated

Northern South Park Property Taxes

PIDN	22-40-16-06-3-00-016	22-40-16-06-4-00-007	22-40-16-05-3-00-014	22-40-16-06-3-00-017	22-40-16-06-3-00-005	22-40-16-06-3-00-012	22-40-16-06-3-00-015	Total	Total w/o Residential
Acres	40.03	17.3	45.1	40.2	3.01				
Tax Class									
Ag IV	40.03	14.72	30.31	22.46		37	60		
Ag V-VIII		2.58	14.79	17.74					
Residential					3.01	37	60		
Taxes									
2011	169.96	73.43	191.5	170.71	2995.52	157.12	254.74	4012.98	1017.46
2012	172.19	74.4	193.96	172.89	3015.72	159.16	258.06	4046.38	1030.66
2013	184.63	79.77	208.03	185.39	2956.62	170.63	276.71	4061.78	1105.16
2014	256.09	110.65	288.53	257.14	3039.96	236.68	383.81	4572.86	1532.9
2015	294.71	127.39	332.04	295.95	4221.35	272.39	441.73	5985.56	1764.21
2016	295.19	127.61	332.6	296.48	4832.33	272.86	442.5	6599.57	1767.24
2017	289.41	125.09	326.06	290.63	5541.85	267.54	433.79	7274.37	1732.52
2018	263.43	107.06	257.87	217.91	5531.54	243.5	394.88	7016.19	1484.65
2019	254.33	103.37	249.04	210.36	6125.88	235.05	381.18	7559.21	1433.33
2020	258.17	104.94	252.74	213.6	6106.28	238.62	386.94	7561.29	1455.01
CAGR					8.23%			7%	4%

Northern South Park

A NEIGHBORHOOD FOR EVERYONE, INCLUDING WILDLIFE



HONORS

our community's ranching heritage. We can support the landowners' legacy of stewarding the land, and their financial goals, by providing additional real estate value.

+$89M

increased value for landowners through a major increase in zoning that enables ~900 homes.

SUSTAINS

healthy wildlife populations. New development has an impact on wildlife. We can permanently protect our iconic wild neighbors' movement between important habitat in the Bridger-Teton National Forest across S Hwy 89 to the Snake River corridor.

200 ACRES

for a wildlife corridor in Central South Park can be achieved through voluntary conservation, philanthropy, or offset with an even bigger upzone.

RESPECTS

the needs of our essential workers. A wide variety of homes, townhomes, and apartments creates opportunity for local workers at all income levels.

71%

of homes could have deed restrictions guaranteeing affordability forever – while maintaining landowner profit.

Read the analysis, learn more, and join us: www.jhalliance.org/nsp

JACKSON HOLE CONSERVATION ALLIANCE