



## Board of County Commissioners - Staff Report

**Meeting Date:** February 17, 2026  
**Submitting Dept:** Public Works

**Presenter:** Amy Ramage, County Engineer  
**Subject:** Northern South Park Area 1 East-West Connector Road Easement

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### **Statement / Purpose:**

To present a Teton County Road Right-of-Way (ROW) Easement and Agreement from the Northern South Park Area 1 landowner, JHHR Holdings I, LLC, to Teton County, WY for the East-West Connector Road as a condition of their Master Site Plan, MSC2024-0037.

### **Background / Description:**

JHHR Holdings I, LLC received approval, with conditions, of a Master Site Plan for Area 1 of the Northern South Park (NSP) Incentive Overlay on June 3, 2025. In accordance with the NSP Incentive Overlay Land Development Regulations, the landowner must provide a right-of-way easement, with legal description prepared by a Wyoming licensed surveyor, for the proposed East-West Connector in Area 1, to be presented to the Board of County Commissioners for their review and approval. The easement shall be approved and recorded with the Teton County Clerk before the Master Site Plan is effective or may be recorded. This requirement is reflected as a condition of approval on MSC2024-0037, the Master Site Plan for Area 1.

The location of the East-West Connector within Area 1 was provided in concept as part of the Master Site Plan application and has now been surveyed; the proposed easement is attached to this report.

### **Stakeholder Analysis & Involvement:**

The easement follows the approved Master Site Plan for Area 1, MSC2024-0037, and is in the anticipated location. Slight curvature in the road was requested by County staff for traffic calming and is provided. The intent is that this easement could, in the future, connect to easements in NSP Area 2 that would either connect with South Highway 89, the intersection of High School Road and Gregory Lane, or another alignment to be determined in the future.

The Right of Way Easement Agreement is required to document the unique situation of an easement being provided to Teton County for a County road before the actual infrastructure has been constructed. Although Teton County will hold the easement, the landowner/applicant is responsible for constructing the transportation improvements in NSP Area 1 in accordance with their final phasing plan. The Agreement provides assurances to the landowner that, should they not go forward with any of the development allowed by the NSP Area 1 Master Site Plan, the easement land granted to Teton County for the East-West Connector would revert back to the landowner. That aspect of the Agreement has several termination clauses, including that it terminates once Teton County adopts the improvements as a County Road.

### **Fiscal Impact:**

If accepted, the landowner will still be responsible for constructing the physical improvements within the right-of-way easement in accordance with the Capital Improvements Element requirements of the Master Site Plan and Northern South Park LDRs. However, once constructed, Teton County will be responsible for continued maintenance of the East-West Connector and any other desired improvements in the right-of-way and it will be adopted as a County Road.

**Staff Impact:**

Review of the East-West Connector location, easement language and Right of Way Easement Agreement has occurred concurrently by Amy Ramage, County Engineer, Chandler Windom, Senior Planner, and Dr. Charlotte Frei, Transportation Manager. Chandler Windom and Dr. Charlotte Frei also completed a site visit of the staked road location on January 16, 2026. The attached final version of the ROW Easement and Agreement dated February 17, 2026, is recommended by staff for approval by the Board. The Road & Levee Division will ultimately be responsible for overseeing the maintenance of the East-West Connector Road.

Planning, Engineering, Transportation, and County Attorney staff time will continue to be spent reviewing and presenting aspects of the NSP Area 1 project moving forward.

**Legal Review:**

Gingery

**Staff Input / Recommendation:**

Staff recommend that the Board of County Commissioners approve the proposed Right-of-Way Easement for the Area 1 East-West Connector and Right of Way Easement Agreement between JHHR Holdings I, LLC and Teton County.

**Attachments:**

- Proposed Right of Way Easement Agreement
- Proposed Easement legal description with map exhibit
- MSC2024-0037 Site Plan and Findings of Fact & Conclusions of Law (FOF/COL)

**Suggested Motion:**

I move to approve the proposed Right-of-Way Easement for the Area 1 East-West Connector and Right of Way Easement Agreement, dated February 17, 2026, between JHHR Holdings I, LLC and Teton County.

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## RIGHT OF WAY EASEMENT AGREEMENT

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This Right of Way Easement Agreement (this “Agreement”), to be effective as of the date of recording in the Office of the Teton County Clerk, Wyoming (the “Effective Date”), is executed by and among JHHR Holdings I LLC, a Wyoming limited liability company (“Grantor”), and the Board of County Commissioners of Teton County, Wyoming (“Grantee”). The Grantor and Grantee are collectively referred to as the Parties.

### RECITALS

WHEREAS, Grantor owns that certain real property in Teton County, Wyoming that is more legally described on **Exhibit A** and depicted on **Exhibit C** attached hereto and incorporated herein by this reference (the “Burdened Property”).

WHEREAS, on May 19, 2025, the Grantee approved MSC2024-0037, resulting in the approval of the Grantor’s Master Site Plan for Area 1 of the Northern South Park Incentive Overlay (the “Master Site Plan”), subject to nine conditions of approval.

WHEREAS, one of such nine conditions of approval provides as follows: “Prior to the issuance and recordation of this Master Site Plan the applicant shall provide a right-of-way easement, with legal description prepared by a Wyoming licensed surveyor, of the proposed East-West Connector in Area 1, to be presented to the Board of County Commissioners for their review and approval. The right-of-way easement shall be recorded with the Teton County Clerk before this permit is effective. The intent is that this easement could, in the future, connect to easements in Area 2 that will either connect with Highway 89, the intersection of High School Road and Gregory Lane, or another alignment as determined in the future.”

WHEREAS, in satisfaction of the condition of approval quoted above, Grantor desires to hereby grant to Grantee an exclusive right of way easement over and across that portion of the Burdened Property legally described on **Exhibit B** and depicted on **Exhibit C** attached hereto and by this reference incorporated herein, according to the terms and subject to the conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Grant of Right of Way Easement.** Grantor hereby grants to Grantee and its successors and assigns an exclusive right of way easement over and across the portion of the Burdened Property described on **Exhibit B** and depicted on **Exhibit C** attached hereto and by this reference incorporated herein (the “Easement”) for the purpose of passage and repassage of the public over and across a roadway, including transit service facilities, pathways, and utilities to be located within the Easement. The Easement shall burden the Burdened Property and shall be an easement in gross for the benefit of the public.

2. **Conditions.** The Easement shall be subject to the following conditions:

- a. *Construction.* Grantor, at its sole cost and expense, will be responsible for the design and construction of the roadway, pathways and utilities within the Easement (the “Roadway Improvements”), in accordance with the applicable permit(s) issued to Grantor by Teton County. The Roadway Improvements shall be constructed in accordance with the construction standards adopted by Teton County for county rights-of-way and approved by the County Engineer. Grantor intends to include the Roadway Improvements in the first Grading and Erosion Control permit applicable to the Burdened Property (the “First GEC”). However, if the First GEC does not include the Roadway Improvements, the First GEC will include a plan acceptable to the County Engineer to utilize the Easement area for Grantor’s construction access. Furthermore, and regardless of whether the First GEC includes the Roadway Improvements, the construction of the Roadway Improvements will commence within five (5) years of approval of the First GEC.
- b. *Potential Adoption as County Road.* Following the completion of construction, Teton County may commence, at the sole discretion of the Teton County Board of County Commissioners, the process necessary to adopt the Roadway Improvements as a county road. If the Burdened Property is ever annexed to the Town of Jackson, Grantee agrees to assign this Agreement and Easement to the Town of Jackson.
- c. *Transit Service Facilities.* Grantor’s design and construction of the Roadway Improvements will include space for the Grantee’s provision of transit service facilities, such as a bus stop(s). However, Grantee, at its sole cost and expense, will be responsible for the construction of such transit service facilities, which construction shall be coordinated with Grantor’s construction of the Roadway Improvements.
- d. *Maintenance.* Grantor shall be obligated to maintain and repair the Roadway Improvements at its sole cost and expense, until such time that Teton County adopts the Roadway Improvements as a County Road.

3. **Term; Amendments.** The Easement shall be effective commencing on the Effective Date and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is terminated as set forth below in Section 4. This Agreement may not be amended except by the mutual written agreement of the Parties.

4. **Termination.** This Agreement shall terminate upon the occurrence of the following, at which time the Easement shall automatically vacate and all interest granted herein shall terminate and revert to the Grantor or its successors or assigns:

- a. the Parties mutually agree to terminate this Agreement;
- b. the Area 1 Master Site Plan expires in accordance with the Teton County Land Development Regulations;
- c. No Development Plan for the Burdened Property is approved by Teton County prior to the 10<sup>th</sup> anniversary of the Effective Date; or
- d. Teton County approves the physical development of the Burdened Property in accordance with zoning *other than* the zoning provided by the Northern South Park Incentive Overlay (e.g. Rural zoning), or there is otherwise no physical development under the zoning provided by the Northern South Park Incentive Overlay that uses the Easement for access.

Upon the termination of this Agreement, the Parties shall execute a vacation of the Easement that shall be recorded in the Office of the Teton County Clerk, Wyoming.

6. **Construction.** Any recitals in this Agreement are represented by the parties to be accurate and constitute a part of the substantive agreement. This Agreement shall be construed in accordance with the laws of the State of Wyoming. Venue for any dispute hereunder shall be in Teton County, Wyoming.

7. **Enforcement.** If any party hereto is required to take action to enforce the terms and conditions of this Agreement, the defaulting party agrees to pay all costs incurred by the non-defaulting party, including attorney's fees, whether suit is brought or not.

8. **Warranties.** Grantor makes no representations or warranties, express or implied, in connection with the grants herein and the Easements, whether of title, fitness of use, condition, purpose, or of any other nature.

9. **Indemnity.** Grantor, by granting the Easement, does not assume any responsibilities or liabilities with respect thereto, nor shall the Grantor at any time incur any liability for Grantee's failure to comply with any law, ordinance, regulation or order with respect to the Easement. Grantee agrees to indemnify and hold harmless Grantor and its successors, assigns, employees, agents, contractors, licensees, tenants and other invitees against any and all claims, demands, actions, suits, judgments, liabilities, costs and expenses arising, directly or indirectly, from the Grantee's (and its employees, agents, contractors, licensees, tenants and other invitees) exercise of its rights under this Agreement and the use of the Easement.

10. **Entire Agreement.** This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement.

11. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. **Governmental Immunity.** Grantee reserves and does not waive its governmental immunity as to any issues or matters not governed by the express terms of this Agreement.

[Signatures on Following Pages]

DATED as of the Effective Date.

**GRANTOR:**

JHHR Holdings I LLC,  
a Wyoming limited liability company

By: \_\_\_\_\_  
Robert L. Gill, Manager

STATE OF WYOMING )  
 )ss  
COUNTY OF TETON )

The foregoing Agreement was acknowledged before me by Robert L. Gill in his capacity as Manager of JHHR Holdings I LLC, a Wyoming limited liability company, on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

WITNESS my hand and official seal.

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Notary Public  
My commission expires:

**GRANTEE:**

## Board of County Commissioners of Teton County, Wyoming

By: \_\_\_\_\_  
Mark Newcomb, Chair

Attest: \_\_\_\_\_  
Maureen Murphy, Teton County Clerk

STATE OF WYOMING )  
 )ss  
COUNTY OF TETON )

The foregoing Agreement was acknowledged before me by Mark Newcomb as Chair of the Board of County Commissioners of Teton County, Wyoming, on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

WITNESS my hand and official seal.

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Notary Public  
My commission expires:

STATE OF WYOMING )  
 )ss  
COUNTY OF TETON )

The foregoing Agreement was acknowledged before me by Maureen Murphy, County Clerk of Teton County, Wyoming, on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

WITNESS my hand and official seal.

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Notary Public  
My commission expires:

EXHIBIT A  
LEGAL DESCRIPTION  
OF  
HEREFORD RANCH TRACT 1A

A parcel of land being a portion of Gov't Lot 6 of Section 6, T.40N., R.116W., 6<sup>th</sup> P.M., Teton County, Wyoming, being more particularly described as:

COMMENCING at the west one-quarter corner of said Section 6 which is monumented by a PK nail with washer inscribed "JORGENSEN PLS 13002";

THENCE S00°04'18"E, 156.62 feet, on the west line of said Section 6 to the east one-quarter corner of Section 1, T40N., R.117W. 6<sup>th</sup> P.M. which is monumented by a PK nail with washer inscribed "RLS 3831" for which a certified land corner record is on file in said the Office of the Clerk of Teton County, Wyoming;

THENCE S00°04'18"E, 35.74 feet, on the west line of said Section 6 to the southwest corner of "Adjusted Parcel A", being the POINT OF BEGINNING, monumented by a rebar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES INC. PLS 13002";

THENCE N89°37'02"E, 20.00 feet, on the south boundary of said "Adjusted Parcel A", to a point of intersection with the east right-of-way line of South Park County Road 22-1 monumented by a rebar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES INC. PLS 13002";

THENCE continuing N89°37'02"E, 198.88 feet, on the south boundary of said "Adjusted Parcel A", to a rebar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES INC. PLS 13002";

THENCE N00°04'39"W, 172.36 feet on the east boundary of said "Adjusted Parcel A" to the southwest corner of "Exaction Parcel 2" as described in that Warranty Deed recorded as document 1060545 and shown on Map T-313G in said Office, monumented by a rebar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES INC. PLS 13002";

THENCE departing said east boundary of said "Adjusted Parcel A" and proceeding N89°37'02"E, 116.22 feet on the south boundary of said "Exaction Parcel 2" to the south corner common to said "Exaction Parcel 2" and "Exaction Parcel 1" as described in said Warranty Deed recorded as document 1060545;

THENCE continuing N89°37'02"E, 1000.39 feet on the south boundary of said "Exaction Parcel 1" to the southeast corner of said "Exaction Parcel 1", being a point on the east line of said Gov't Lot 6 and the west boundary of "Reconfigured Hereford Ranch Tract 2 (Remainder)" as described in that quit claim deed recorded as document 1053790 in said Office, monumented by a rebar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES INC. PLS 13002";

THENCE S00°14'28"W, 1305.73 feet, on said west boundary of said "Reconfigured Hereford Ranch Tract 2 (Remainder)" to the southeast corner of "Adjusted Hereford Ranch Tract 1" as shown on map T-313E, marked by a rebar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 13002";

THENCE S89°46'52"W, 1308.33 feet, along the south boundary of "Adjusted Hereford Ranch Tract 1" to a point on said east right-of-way line of South Park County Road 22-1, monumented by a rebar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES INC. PLS 13002";

THENCE continuing along said south boundary, S89°46'52"W, 20.00 feet to the intersection with the west line of said Section 6;

THENCE N00°04'18"W, 1129.52 feet on said west line of Section 6 to the POINT OF BEGINNING.

Said parcel encompasses 39.00 acres, more or less.

**EXHIBIT "\_\_\_"**  
**LEGAL DESCRIPTION**  
**OF**  
**ACCESS & UTILITY EASEMENT**  
**WITHIN**  
**HEREFORD RANCH TRACT 1A**

A ninety-foot (90.00') wide strip of land being a portion of Hereford Ranch Tract 1A, a parcel of record depicted on Map T-313I of record in the Office of the Clerk of Teton County, Wyoming, lying within Gov't Lot 6, Section 6, T.40N., R.116W., 6<sup>th</sup> P.M., Teton County, Wyoming, the centerline of said strip being more particularly described as follows:

**COMMENCING** at the intersection of the south boundary line of said Hereford Ranch Tract 1A and the east right-of-way line of South Park County Road 22-1 as described in that Right-of-Way easement recorded in Book 8 of Mixed Records, page 507 in said Office; said intersection is monumented by a rebar with 2-inch diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 13002";

Thence N00°04'18"W, 252.00 feet on said east right-of-way line of South Park County Road to the **POINT OF BEGINNING** of this strip;

Thence N89°55'42"E, 117.92 feet, departing said east right-of-way line, to a point of curvature;

THENCE easterly on a tangent curve, concave to the north, having a radius of 650.00 feet, an arc length of 100.06 feet, a central angle of 08°49'12", and a chord bearing N85°31'06"E, 99.96 feet to a point of tangency;

Thence N81°06'30"E, 141.14 feet to a to a point of curvature;

THENCE easterly on a tangent curve, concave to the south, having a radius of 7000.00 feet, an arc length of 554.46 feet, a central angle of 04°32'18", and a chord bearing N83°22'39"E, 554.31 feet to a point of compound curvature;

THENCE easterly on a compound curve, concave to the south, having a radius of 4000.00 feet, an arc length of 320.75 feet, a central angle of 04°35'40", and a chord bearing N87°56'38"E, 320.66 feet to a point of tangency;

Thence S89°45'32"E, 82.03 feet to a point of intersection with the east line of said Hereford Ranch Tract 1A as described in that quitclaim deed recorded as doc. 1089003 in said Office, being the **POINT OF TERMINUS** of this strip, said Point of Terminus bears N00°14'28"E, 351.87 feet from the southeast corner of said Herford Ranch Tract 1A said southeast corner

is monumented by a rebar with 2-inch diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 13002";

Said strip encompasses 2.72 acres, more or less.

The sidelines of said strip being extended or shortened to begin on said east right-of-way line of South Park County Road and terminate at said east line of said Hereford Ranch Tract 1A. Said sidelines are monumented by a rebar with 2-inch diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 13002".

Said strip is depicted on the attached map entitled, "Map to Accompany Legal Description of Access and Utility Easement".

The basis of bearings for this description is N00°04'18"W on the west line of said Section 6.

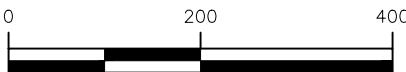
February 4, 2026

Jorgensen Associates, Inc.

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### LEGEND

■	iron pipe with 3" diameter brass cap inscribed "NELSON ENGINEERING PLS 6193 2008" with other appropriate markings, found
○	reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 13002", found
◎	PK nail with washer inscribed "JORGENSEN PLS 13002", found
●	reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 13002", set
×	no monument found or set, depicted for drawing clarity only
— — — — —	sectional subdivision line
— — — — —	boundary, subject property
— — — — —	boundary, adjoining property
— — — — —	boundary, subject easement
— — — — —	centerline, easement, as noted
	0 200



SCALE: 1 INCH = 200 FEET  
THIS SCALE VALID ONLY FOR 8.5x11 PRINTS

PREPARED BY: RHL

MAP PREPARED: 01/29/2026

PROJECT NUMBER: 20030.60

**EXHIBIT "      "**  
**MAP TO ACCOMPANY**  
**LEGAL DESCRIPTION FOR**  
**Access & Utility**  
**Easement**

LOCATED WITHIN  
Gov't Lot 6, Section 6  
T.40N., R.116W., 6th P.M.  
Teton County, Wyoming



# JORGENSEN

JACKSON, WYOMING 307.733.5150  
[www.jorgense.com](http://www.jorgense.com)

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**  
**TETON COUNTY, WYOMING**

IN THE MATTER OF:

MISCELLANEOUS PLANNING REQUEST (MSC2024-0037)

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**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER GRANTING APPROVAL  
OF A MISCELLANEOUS PLANNING REQUEST**

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THIS MATTER came before the Teton County Board of County Commissioners (hereafter "Board" or "Board of Commissioners") for public hearing on May 19, 2025, upon the application of SJ Planning Solutions, on behalf of JHHR Holdings I, LLC, for approval of a Miscellaneous Planning Request (MSC2024-0037), pursuant to Sections 8.2.15 and 4.5.1 of the Teton County Land Development Regulations ("LDRs") for a Master Site Plan application in Area 1 of the Northern South Park Incentive Overlay. The Board of Commissioners, being fully advised herein, finds, concludes and orders as follows:

**FINDINGS OF FACT**

1. The applicant is Susan Johnson of SJ Planning Solutions. The owner is JHHR Holdings I, LLC. The owner's representative is Amberley Baker of Wylie Baker LLP.
2. The site, Area 1 of the Northern South Park Incentive Overlay, is comprised of multiple properties, including three metes & bounds parcels and the 80-lot Porter Ranch subdivision. The site is in the immediate vicinity of the South Park Loop and High School Road intersection. The application Project Area focuses on just the two larger vacant parcels, PIDNs 22-40-16-06-3-00-023 and 22-40-16-06-3-00-020. The Area 1 site is zoned Rural-1 and Suburban and is in the Northern South Park Incentive Overlay, Scenic Resources Overlay, and Wildland Urban Interface.
3. The applicant requested approval of a Miscellaneous Planning Request, MSC2024-0037, for a Master Site Plan in Area 1 of the Northern South Park Incentive Overlay.
4. The application was first submitted on October 11, 2024, and was deemed insufficient on October 25, 2024.
5. The application was resubmitted on October 30, 2024, and deemed sufficient on November 5, 2024.

6. The applicant submitted additional and revised application materials on January 17, 2025, and February 14, 2025, respectively.
7. The application was brought before the Planning Commission on February 24, 2025, with a recommendation from the Planning Director for approval of MSC2024-0037 with three recommended conditions.
  - i. Prior to the submittal of the first Development Plan, the applicants shall consult with Teton County Public Works staff, including the Transportation Manager and County Engineer, to establish a structured list of contributions by Block to traffic management and off-site infrastructure improvements (or financial contributions toward additional off-site improvements) in West Jackson consistent with the Northern South Park Neighborhood Plan. The applicant shall also identify the entity responsible for transportation mitigation, construction impacts, include realistic benchmarks, and performance monitoring to ensure that TDM measures and off-site improvements are adequately addressing the impact of the traffic trips generated by Area 1. Future Development Plans in Area 1 shall follow the agreed upon list and contributions shall be provided as required at Development Plan. The structured list may be adjusted as necessary, with agreement of the applicant and parties listed above, based on final unit counts and monitoring data
  - ii. Prior to the issuance and recordation of this Master Site Plan the applicant shall provide a right-of-way easement, with legal description prepared by a Wyoming licensed surveyor, of the proposed East-West Connector in Area 1, to be presented to the Board of County Commissioners for their review and approval. The right-of-way easement shall be recorded with the Teton County Clerk before this permit is effective.
  - iii. All future blocks shall demonstrate compliance with the standards of LDR Section 4.5.2.B.1., specifically Internal Block Faces, as reviewed at the time of Development Plan.
8. On February 24, 2025, the Planning Commission voted, 2-1 in favor (Commissioner Muromcew absent and Commissioner Knori absent/recused), to continue the item to the March 10, 2025, Planning Commission hearing.
9. This application was brought back before the Teton County Planning Commission on March 10, 2025, with a recommendation from the Planning Director for approval of MSC2024-0037 with three recommended conditions.
  - i. Prior to the submittal of the first Development Plan, the applicants shall collaborate with Teton County Public Works staff, including the Transportation Manager and County Engineer, and shall obtain the County Engineer's written approval of a structured list of contributions by Block to traffic management and off-site infrastructure improvements (or financial contributions toward additional off-site improvements) in West Jackson consistent with the Northern South Park Neighborhood Plan. Included in the list of contributions, the applicant shall also identify the entity responsible for transportation mitigation, account for construction impacts, and include realistic benchmarks and performance

monitoring to ensure that TDM measures and off-site improvements are adequately addressing the impact of the traffic trips generated by Area 1. Future Development Plans in Area 1 shall follow the approved list and contributions shall be provided as required in an approved Development Plan. The final requirements, informed by the structured list, may be adjusted as necessary based on final unit counts and monitoring data, to be approved by the Board of County Commissioners at Development Plan.

- ii. Prior to the issuance and recordation of this Master Site Plan the applicant shall provide a right-of-way easement, with legal description prepared by a Wyoming licensed surveyor, of the proposed East-West Connector in Area 1, to be presented to the Board of County Commissioners for their review and approval. The right-of-way easement shall be recorded with the Teton County Clerk before this permit is effective.
- iii. All future blocks shall demonstrate compliance with the standards of LDR Section 4.5.2.B.1., specifically Internal Block Faces, as reviewed at the time of Development Plan.

10. On March 10, 2025, the Planning Commission voted 3-1 in favor (Commissioner Lurie opposed, Commissioner Knori absent/recused) on a recommendation of approval of MSC2024-0037 with six conditions to the Board of County Commissioners

- i. Condition 1: Prior to the submittal of the first Development Plan, the applicants shall collaborate with Teton County Public Works staff, including the Transportation Manager and County Engineer, and shall obtain the County Engineer's written approval of a structured list of contributions by Block to traffic management and off-site infrastructure improvements (or financial contributions toward additional off-site improvements) in West Jackson consistent with the Northern South Park Neighborhood Plan. Included in the list of contributions, the applicant shall also identify the entity responsible for transportation mitigation, account for construction impacts including construction traffic, and include realistic benchmarks and performance monitoring to ensure that TDM measures and off-site improvements are adequately addressing the impact of the traffic trips generated by Area 1. Future Development Plans in Area 1 shall follow the approved list and contributions shall be provided as required in an approved Development Plan. The final requirements, informed by the structured list, may be adjusted as necessary based on final unit counts and monitoring data, to be approved by the Board of County Commissioners at Development Plan.
- ii. Condition 2: Prior to the issuance and recordation of this Master Site Plan the applicant shall provide a right-of-way easement, with legal description prepared by a Wyoming licensed surveyor, of the proposed East-West Connector in Area 1, to be presented to the Board of County Commissioners for their review and approval. The right-of-way easement shall be recorded with the Teton County Clerk before this permit is effective.
- iii. Condition 3: All future blocks shall demonstrate compliance with the standards of LDR Section 4.5.2.B.1., specifically Internal Block Faces, as reviewed at the time of Development Plan.

- iv. Condition 4: Prior to recordation of the Master Site Plan the applicant shall revise the concept parks plan to demonstrate that each park shall meet the minimum size of at least 1 acre. However, if accepted by the County Commissioners, the Park 6, 7 & 8 pathway segments may be counted towards park exaction areas but shall be limited to a 30' wide pathway corridor. The remaining acreage shall be relocated to other parks, Park 1 or 5 is preferred.
- v. Condition 5: Any reference in the Master Site Plan to the application being non-binding shall be removed for the recorded copy.
- vi. Condition 6: Consistent with Section 4.5.2.L.3. Open Space Requirements, future Development Plans shall demonstrate ample wildlife permeability on the eastern and southern boundaries through passive parks as well as permeability between housing units, for example, continuity between unfenced backyards.

- 11. The public hearings of the Planning Commission, February 24, 2025, and the Board of Commissioners, March 18, 2025, were properly noticed pursuant to Section 8.2.14.C. of the LDRs.
- 12. This application was scheduled to be heard before the Board of County Commissioners on March 18, 2025.
- 13. On March 18, 2025, the Board postponed the item to their April 8, 2025, meeting, due to the Planning Commission continuation.
- 14. The application was brought before the Board of County Commissioners on April 8, 2025.
- 15. A staff report was submitted to the Board of County Commissioners for review prior to the April 8, 2025, meeting regarding the Miscellaneous Planning Request (MSC2024-0037) pursuant to Section 8.2.15., of the LDRs, to review the Master Site Plan.
- 16. As set forth in the April 8, 2025, staff report and as presented by Planning staff at the April 8, 2025, meeting, the recommendation from the Planning Director to the Board of County Commissioners was for approval of the Miscellaneous Planning Request (MSC2024-0037) with the six conditions recommended by the Planning Commission.
- 17. At the April 8, 2025, meeting, the Board heard a presentation from Planning staff.
- 18. The Board heard a presentation from the representative of the owners, Amberley Baker, the applicant, Susan Johnson, and from Sarine Sahakian of Evolve EA, Jaclyn Knori of Jorgensen Associates, Kris Greenville of Habitat for Humanity of the Greater Teton Area, and Anne Cresswell of the Jackson Hole Community Housing Trust.
- 19. The Board heard Public Comment.

20. The Board continued the item to a Special Meeting at 6:00 pm on April 8, 2025, to continue hearing public comment on this application.
21. The Board convened the Special Meeting at 6:00 pm on April 8, 2025, and heard additional public comment for MSC2024-0037.
22. The Board Chair closed Public Comment.
23. The Board continued the item to their April 15, 2025, regular meeting.
24. The application was brought back before the Board of County Commissioners on April 15, 2025.
25. A staff report was submitted to the Board of County Commissioners for review prior to the April 15, 2025, meeting regarding the Miscellaneous Planning Request (MSC2024-0037) pursuant to Section 8.2.15., of the LDRs, to review the Master Site Plan.
26. At the April 15, 2025, hearing, the Board heard a presentation from staff.
27. The Board heard a presentation on behalf of the owner, by Amberley Baker of Wylie Baker LLP, Sarine Sahakian of Evolve EA, Nikki Gill of JHHR Holdings I, LLC, and Susan Johnson of SJ Planning Solutions.
28. The Board discussed the application. The Board gave directions to staff to revise and add to the conditions of approval.
29. The Board continued the item to their May 6, 2025, regular hearing.
30. The applicant submitted certain updated application materials, including an Exaction/Park Concept Plan dated April 23, 2025.
31. The application was brought back before the Board of County Commissioners on May 6, 2025.
32. A staff report was submitted to the Board of County Commissioners for review prior to the May 6, 2025, meeting regarding the Miscellaneous Planning Request (MSC2024-0037) pursuant to Section 8.2.15., of the LDRs, to review the Master Site Plan.
33. As set forth in the May 6, 2025, staff report and as presented by Planning staff at the May 6, 2025, meeting, the recommendation from the Planning Director to the Board of County Commissioners was for approval of the Miscellaneous Planning Request (MSC2024-0037) with the following eight conditions.
  - i. Prior to the submittal of the first Development Plan, the applicants shall collaborate with Teton County Public Works staff, including the Transportation

Manager and County Engineer, and shall obtain the County Engineer's written approval of a structured list of contributions by Block to traffic management and off-site infrastructure improvements (or financial contributions toward additional off-site improvements) in West Jackson consistent with the Northern South Park Neighborhood Plan. Included in the list of contributions, the applicant shall also identify the entity responsible for transportation mitigation, account for construction impacts including construction traffic, and include realistic benchmarks and performance monitoring to ensure that TDM measures and off-site improvements are adequately addressing the impact of the traffic trips generated by Area 1. Future Development Plans in Area 1 shall follow the approved list and contributions shall be provided as required in an approved Development Plan. The final requirements, informed by the structured list, may be adjusted as necessary based on final unit counts and monitoring data, to be approved by the Board of County Commissioners at Development Plan. The use of these contributed funds is at the discretion of the Board of County Commissioners for transportation improvements.

- ii. Prior to the issuance and recordation of this Master Site Plan the applicant shall provide a right-of-way easement, with legal description prepared by a Wyoming licensed surveyor, of the proposed East-West Connector in Area 1, to be presented to the Board of County Commissioners for their review and approval. The right-of-way easement shall be recorded with the Teton County Clerk before this permit is effective. The intent is that this easement could, in the future, connect to easements in Area 2 that will either connect with Highway 89, the intersection of High School Road and Gregory Lane, or another alignment as determined in the future.
- iii. All future blocks shall demonstrate compliance with the standards of LDR Section 4.5.2.B.1., specifically Internal Block Faces, as reviewed at the time of Development Plan.
- iv. The Park layout shall follow the concept plan "Option 4" dated 4/23/2025. Exactions shall be provided based on the number of units approved in each subsequent Development Plan, except that Park 1 shall be conveyed in its entirety as a requirement for issuance of the first Development Plan for an unrestricted block.
- v. Any reference in the Master Site Plan to the application or plan being not binding shall be removed for the recorded copy, provided, however, that site renderings and drawings of buildings may be conceptual, speculative and non-binding.
- vi. Consistent with Section 4.5.2.L.3. Open Space Requirements and based on consultation with an agency staff wildlife biologist, Development Plans shall demonstrate wildlife permeability through open space as well as permeability between housing units, for example, continuity between unfenced backyards, partially on the eastern and southern boundaries of Area 1.
- vii. The applicant shall facilitate cooperation and collaboration regarding development and design among the grantees of Blocks restricted for affordable and/or workforce housing pursuant to the land conveyance method in LDR Sec 4.5.2.F.2.c.iii for the purpose of achieving a cohesive neighborhood. As part of an Initial Subdivision Plat application, the applicant shall provide to Teton County

written phasing agreements with the grantees of restricted blocks, meeting the description of the Phasing Element described in Section 4.5.1.C.1.d.v., that are consistent with the Master Site Plan Housing Element and the Subdivision Improvement Agreements, and the applicant may record master covenants, conditions and restrictions to govern Area 1.

- viii. Each application for a Development Plan shall include a construction management plan that will require, at a minimum, construction-related vehicles to avoid High School Road during peak hours.

34. At the May 6, 2025, hearing, the Board heard a presentation from staff.
35. The Board discussed the application and the conditions of approval.
36. The Board heard from Amberley Baker, and Jaclyn Knori of Jorgensen Associates, on behalf of the applicant and Jason Wells of JHHR Holdings I, LLC.
37. The Board continued the item to the May 19, 2025, meeting.
38. The application was brought back before the Board of County Commissioners on May 19, 2025.
39. A memo was submitted to the Board of County Commissioners for review prior to the May 19, 2025, meeting regarding the Miscellaneous Planning Request (MSC2024-0037) conditions of approval.
40. At the May 19, 2025, hearing, the Board discussed MSC2024-0037 and the conditions of approval.
41. The Board reviewed the findings for approval of the Master Site Plan Miscellaneous Planning Request, pursuant to Section 4.5.1.C.1.e. of the LDRs which are:
  - i. Consistent with the Northern South Park Neighborhood Plan. The Master Site Plan shall be consistent with the plan's stated housing and connectivity objectives, as well as the plan's stated visions.
  - ii. Compliance with Northern South Park Overlay Standards. The Master Site Plan complies with all applicable standards of the Northern South Park Overlay in Section 4.5.2. (Standards Applicable to All Northern South Park Development), as can be determined by the level of detail of a Master Site Plan.
  - iii. Transportation. The Master Site Plan contains a traffic impact analysis and transportation demand management plan that:
    - a) promote multimodal forms of transportation that are consistent with the transportation goals of the Jackson/Teton County Comprehensive Plan; and
    - b) manage the generation of neighborhood-related traffic to avoid undermining community character and endangering the public health, safety, and welfare.

- iv. **Land Use.** The Master Site Plan promotes land uses that support and maintain the character of the neighborhood as specified in the Northern South Park Neighborhood Plan.
- v. **Phasing Element.** The Master Site Plan contains a phasing element that ensures development of the neighborhood, its amenities, and public facilities necessary to serve the neighborhood occur in a logical sequence; and
- vi. **Housing Element.** The Master Site Plan ensures a supply of affordable and workforce housing that is in accordance with Section 4.5.2.F. (Affordable and Workforce Housing Requirements).

42. On May 19, 2025, the Board voted on a motion to approve MSC2024-0037, which vote was 4 to 1 in favor (Commissioner Propst opposed), resulting in the motion passing and the Board's approval of the Miscellaneous Planning Request application (MSC2024-0037) for the Master Site Plan for Area 1 of the Northern South Park Incentive Overlay, with the following nine conditions of approval:

- i. **Transportation.** Prior to the submittal of the first Development Plan application, the applicants for this Master Site Plan shall collaborate with Teton County Public Works staff, including the Transportation Manager and County Engineer, and shall obtain the County Engineer's written approval of a list of impact fees by Block related to traffic mitigation, and off-site infrastructure improvements (or required financial contributions toward additional off-site improvements) in West Jackson, in proportion to the development's traffic that will trigger the need for transportation infrastructure improvements in the West Jackson Transportation Study area consistent with the Northern South Park Neighborhood Plan.
  - a) In addition to the list of impact fees and required financial contributions, the applicant shall also identify the entity responsible for transportation mitigation, account for construction impacts including construction traffic, and include realistic benchmarks and performance monitoring to ensure that Transportation Demand Management (TDM) measures and off-site improvements adequately address the impact of the traffic trips generated by Area 1.
  - b) Future Development Plans in Area 1 shall follow the approved list, and required financial contributions shall be provided as required in an approved Development Plan. The final mitigation requirements, informed by the structured list, may be adjusted as necessary based on final unit counts and monitoring data; the applicant shall obtain approval by the Board of County Commissioners at Development Plan. The applicant shall be responsible for mitigating the impact of traffic deficiencies generated by the Area 1 development in the West Jackson Transportation Study Area.

- c) The use of any required financial contributions is at the discretion of the Board of County Commissioners for transportation improvements in the West Jackson Transportation Study Area.
- ii. **East-West Connector.** Prior to the issuance and recordation of this Master Site Plan the applicant shall provide a right-of-way easement, with legal description prepared by a Wyoming licensed surveyor, of the proposed East-West Connector in Area 1, to be presented to the Board of County Commissioners for their review and approval. The right-of-way easement shall be recorded with the Teton County Clerk before this permit is effective. The intent is that this easement could, in the future, connect to easements in Area 2 that will either connect with Highway 89, the intersection of High School Road and Gregory Lane, or another alignment as determined in the future.
- iii. **Blocks.** All future blocks shall demonstrate compliance with the standards of LDR Section 4.5.2.B.1., specifically Internal Block Faces, as reviewed at the time of Development Plan.
- iv. **Parks.** The Parks layout shall follow the "Exhibit A Concept Plan- Parks Option 4" dated 4/23/2025 and hereby incorporated into the Master Site Plan. Exactions shall be provided based on the number of units approved in each subsequent Development Plan, in 1-acre minimum increments.
- v. **Binding.** Every reference in the Master Site Plan to the application being not binding shall be removed for the recorded copy, provided, however, that site renderings and drawings of buildings may be conceptual, speculative and non-binding.
- vi. **Open Space.** Consistent with Section 4.5.2.L.3. Open Space Requirements, and based on consultation with an agency staff wildlife biologist from Teton County and/or the Wyoming Game and Fish Department, Development Plans shall demonstrate wildlife permeability through open space as well as permeability between housing units, for example, continuity between unfenced backyards, particularly on the eastern and southern boundaries of Area 1. Additional fencing restrictions may be applied by the Board of County Commissioners during Development Plan(s), particularly on Blocks N and O, which shall be enforced through restrictions recorded in the Clerks Records.
- vii. **Phasing.** As part of an Initial Subdivision Plat application, the applicant shall provide to Teton County written phasing agreements with the recipients of any restricted blocks, meeting the Phasing Element description in Section 4.5.1.C.1.d.v., regarding development and design of the Blocks restricted for affordable and/or workforce housing pursuant to the land conveyance method in LDR Sec 4.5.2.F.2.c.iii for the purpose of achieving orderly development. The agreements shall be consistent with the Master Site Plan

Housing Element and the Subdivision Improvement Agreements. The applicant may record master covenants, conditions and restrictions to govern Area 1.

viii. **Housing Feasibility Plan.** Each applicant of a Development Plan for an unrestricted block shall include in their application a feasibility analysis demonstrating compliance with the affordable and workforce housing allocation of LDR Section 4.5.2.F. The feasibility analysis shall include a conceptual site plan for the development of the restricted block(s) required to be conveyed, according to LDR Section 4.5.1.C.3.a.ii, Affordable and Workforce Housing Plan, and shall include written consent from recipients of said restricted block(s) that the housing concepts set forth in the conceptual site plan are viable for that entity to construct. The purpose is to demonstrate that the number of deed restricted units estimated by block in the Master Site Plan can be feasibly constructed within the NSP Development Standards applicable to each block and maintain the 70:30 ratio per LDR Section 4.5.2.F. If the subject restricted blocks have already received Development Plan approval, no additional materials are required. However, if a Development Plan proposal for a restricted block shows fewer than the minimum number of housing units anticipated by the Master Site Plan, the Housing Element of the Master Site Plan shall require amendment, and the number of unrestricted housing units in Area 1 shall subsequently be limited by the current 70:30 ratio until that amendment occurs. If necessary, the applicant(s) for the unrestricted housing will be responsible for making up any deficit of the required deed-restricted housing through either method described in LDR Section 4.5.2.F.2.c.

ix. **Construction Traffic Management Plan.** The applicant of this Master Site Plan shall prepare a construction traffic management plan for Area 1 and identify potential temporary upgrades and expansions to the road network, both on-site and off-site (such as construction haul routes or construction vehicle monitoring). This construction traffic management plan shall be included in the first physical development permit application and shall apply to Development Plans for block development and Grading and Erosion Control Permits for site-level improvements. The construction traffic management plan shall require associated construction vehicles to avoid High School Road during, at a minimum, school pick-up and drop-off peak hours to minimize impacts of construction in Area 1.

## **CONCLUSIONS OF LAW**

- I. Based on the application, the presentation and staff report of the Planning Department, the information presented by the applicant, public comment, and the Board's discussion and analysis at the meetings, the Board concludes that the application from SJ Planning Solutions, on behalf of JHHR Holdings I, LLC, for approval of a Miscellaneous Planning Request (MSC2024-0037) for a Master Site Plan in Area 1 of the Northern South Park Incentive Overlay is consistent with the applicable provisions of the Jackson/Teton County Comprehensive Plan.
- II. Based on the application, the presentation and staff report of the Planning Department, and the Board's discussion and analysis at the meeting, the Board concludes that the application from SJ Planning Solutions, on behalf of JHHR Holdings I, LLC, for approval of a Miscellaneous Planning Request (MSC2024-0037) for a Master Site Plan in Area 1 of the Northern South Park Incentive Overlay complies with all applicable provisions of the Teton County Land Development Regulations.
- III. The Board concludes and hereby finds that the application submitted October 30, 2024, and updated January 17, 2025, February 14, 2025, and April 23, 2025, by SJ Planning Solutions, on behalf of JHHR Holdings I, LLC, for approval of a Miscellaneous Planning Request (MSC2024-0037) for a Master Site Plan in Area 1 of the Northern South Park Incentive Overlay does comply with or meet all findings required pursuant to Section 8.2.15 and 4.5.1. of the LDRs, and specifically finds as follows:
  1. *Consistent with the Northern South Park Neighborhood Plan. The Master Site Plan shall be consistent with the plan's stated housing and connectivity objectives, as well as the plan's stated visions.*  
**Can Be Made as conditioned.** The proposed Northern South Park Area I Master Site Plan is consistent with the vision of the Neighborhood Plan to create "*a mixed-income, multi-modal Complete Neighborhood that delivers a high quality of life for residents, minimizes impacts to surrounding communities and ecosystems, and provides a significant quantity of deed-restricted housing for people working in Teton County*". The Master Site Plan meets the stated housing objective by proposing 70% permanently deed restricted workforce housing, at least 40% affordable, through the land conveyance method to non-profit housing partners to be constructed in a variety of housing types. The Neighborhood Plan Connectivity Objectives include the following.
    - 1) *Direct connections to High School Road*
    - 2) *Direct connections to South Park Loop Road*
    - 3) *Internal pathways connect to and complement the community pathway network*
    - 4) *All streets should be Complete Streets accommodating all modes of transportation and users*
    - 5) *No dead-end streets or cul-de-sacs longer than 150'*
    - 6) *Every home reachable from two directions to improve emergency response*
    - 7) *Discourage cut-through traffic*

- 8) *Access to S. Highway 89 with an East-West Connector*
- 9) *Complete Streets*

The Area 1 Master Site Plan pathways and roadway layout are consistent with all the above connectivity objectives, many of which are also echoed in the LDRs. The Area 1 landowner alone cannot achieve the full East-West connection to Highway 89; however, they will fulfill their portion of the requirement as stipulated by the LDRs and in Condition #2. Condition #3 regarding internal block faces will ensure connectivity is provided through blocks at a walkable scale. The Area 1 Master Site Plan, as conditioned, follows the standards of Division 4.5 which were created to carry forward the vision set within the Northern South Park Neighborhood Plan, enhance predictability, and to ensure clear expectations for the future development of Northern South Park. The Master Site Plan upholds the Housing Program Vision for providing a mixed-income neighborhood with a sizable portion of deed-restricted housing. The application is consistent with the Open Space Vision, per Conditions #4 and #6. The plan will expand the pathway network and provide new parks for residents to recreate and gather. Increasing the size of certain park exactions, per the updated plan dated 4/23/25, will expand the ability for active use, such as playgrounds and ball courts, as envisioned in the neighborhood plan. The Mobility, Connectivity + Infrastructure Vision is achieved by the above Connectivity Objectives, future transit provisions, complete street designs, and Transportation Demand Management requirements. Lastly, Neighborhood Design Vision will be realized through the proposed Block plan and mix of NSP development areas with density transition from north to south with higher density adjacent to High School Road and lower density near the south and Porter Ranch Subdivision.

2. *Compliance with Northern South Park Overlay Standards. The Master Site Plan complies with all applicable standards of the Northern South Park Overlay in Section 4.5.2. (Standards Applicable to All Northern South Park Development), as can be determined by the level of detail of a Master Site Plan.*

**Can Be Made as conditioned.** The application demonstrates compliance with the standards which are applicable to the NSP Overlay Master Site Plan per LDR Section 4.5.2, as conditioned. There are some standards which staff will not be able to determine compliance with until future applications are submitted, as is expected by the level of detail of a Master Site Plan. Recommended conditions #2 and #3 echo standards already stated in the Northern South Park Overlay LDRs but as identified in the staff report, are included to ensure compliance at specific times. The application includes the required elements for a Master Site Plan, complies with maximum number of dwelling units allowed in Area 1, and complies with the required allocation of deed-restricted housing.

3. *Transportation. The Master Site Plan contains a traffic impact analysis and transportation demand management plan that:*
  - a) *promote multimodal forms of transportation that are consistent with the transportation goals of the Jackson/Teton County Comprehensive Plan; and*

b) manage the generation of neighborhood-related traffic to avoid undermining community character and endangering the public health, safety, and welfare.

**Can Be Made as conditioned.** The Area 1 Master Site Plan, through the Capital Improvements Element, contains a Traffic Impact Study (TIS) and Transportation Demand Management (TDM) plan. The TIS and TDM Plan refer to elements of the West Jackson Subarea Transportation Plan to form a neighborhood with transportation alternatives and mobility choices other than single occupancy vehicles. There is a conceptual road network layout with complete streets, sidewalks, and multi-modal pathway network in Area 1. The Transportation Demand Management plan measures, as conditioned (#1 and #9), will manage the Area 1 traffic generation and mitigate the impact of this new development on the community.

Condition #1 requires the applicant to collaborate with Teton County staff prior to any Development Plan submittal to establish a structured list of anticipated contributions by Block to traffic management and off-site infrastructure mitigation needs in West Jackson consistent with the Northern South Park Neighborhood Plan. This schedule shall also identify the entity responsible for mitigation, include realistic benchmarks, and performance monitoring to ensure that TDM measures are adequately addressing the impact of the trips generated by development in Area 1. Future Development Plans will then be required to follow the approved schedule, which may be adjusted as necessary based on monitoring data. This condition is critical to meet this finding that the TDM Plan in the Master Site Plan will adequately manage the Area 1 neighborhood-related traffic to avoid undermining community character and endangering the public health, safety and welfare.

4. Land Use. The Master Site Plan promotes land uses that support and maintain the character of the neighborhood as specified in the Northern South Park Neighborhood Plan.

**Can be made.** The Area 1 Master Site Plan proposes primarily residential land uses which were envisioned by the Northern South Park Neighborhood Plan. Residential density is highest on the north end of the site adjacent to High School Road and steps down in intensity from north to south across the overlay. The amount and types of deed-restricted workforce and affordable housing are promoted by the Master Site Plan to create neighborhoods with the characteristics specified in the Neighborhood Plan. Currently, no non-residential uses are specifically proposed except for the required park and school exactions.

5. Phasing Element. The Master Site Plan contains a phasing element that ensures development of the neighborhood, its amenities, and public facilities necessary to serve the neighborhood occur in a logical sequence; and

**Can Be Made as conditioned.** The proposed Phasing Plan provides both flexibility for the applicant and stated assurances that development and required infrastructure will occur across the site in a logical sequence. Staff will work with the applicant to gain additional clarity prior to any Development Plan submittal

and ensure that the phasing of development is consistent with the Capital Improvement Element of this application, the LDRs, and the Neighborhood Plan. As described in the staff analysis of the Phasing Plan, Condition #1 also serves to ensure that public facilities are upgraded as necessary to serve the neighborhood as it is developed over time. Condition #7 requires phasing agreements with the recipients of any restricted blocks as part of land conveyance for affordable and workforce housing.

6. *Housing Element. The Master Site Plan ensures a supply of affordable and workforce housing that is accordance with Section 4.5.2.F. (Affordable and Workforce Housing Requirements).*

**Can Be Made.** The Area 1 Master Site Plan Housing Element ensures a supply of 70% deed restricted workforce housing, at least 40% of which will be affordable, through a variety of housing types. The applicant has proposed the land conveyance method to meet this requirement, which is allowed by the LDRs. The applicant has demonstrated through the Site Plan and Capital Improvements Element how the land conveyed will be served with onsite infrastructure per LDR Section 4.5.2.F.2.c.iii.e. so that blocks will be ready for development and construction. The Block Plan illustrates where deed restricted housing will be located on the site and at what estimated densities, based on the assigned NSP development standards.

**IT IS HEREBY ORDERED:**

The Teton County Board of County Commissioners **APPROVES** the Miscellaneous Planning Request, MSC2024-0037, submitted October 30, 2024, and updated January 17, 2025, February 14, 2025, and April 23, 2025, for a Master Site Plan in Area 1 of the Northern South Park Incentive Overlay, being able to make the findings of Section 8.2.15 and 4.5.1. of the Teton County Land Development Regulations, with nine (9) conditions of approval.

1. **Transportation.** Prior to the submittal of the first Development Plan application, the applicants for this Master Site Plan shall collaborate with Teton County Public Works staff, including the Transportation Manager and County Engineer, and shall obtain the County Engineer's written approval of a list of impact fees by Block related to traffic mitigation, and off-site infrastructure improvements (or required financial contributions toward additional off-site improvements) in West Jackson, in proportion to the development's traffic that will trigger the need for transportation infrastructure improvements in the West Jackson Transportation Study area consistent with the Northern South Park Neighborhood Plan.
  - a) In addition to the list of impact fees and required financial contributions, the applicant shall also identify the entity responsible for transportation mitigation, account for construction impacts including construction traffic, and include realistic benchmarks and performance monitoring to ensure that Transportation Demand Management (TDM) measures and off-site improvements adequately address the impact of the traffic trips generated by Area 1.
  - b) Future Development Plans in Area 1 shall follow the approved list, and required financial contributions shall be provided as required in an approved Development Plan. The final mitigation requirements, informed by the structured list, may be adjusted as necessary based on final unit counts and monitoring data; the applicant shall obtain approval by the Board of County Commissioners at Development Plan. The applicant shall be responsible for mitigating the impact of traffic deficiencies generated by the Area 1 development in the West Jackson Transportation Study Area.
  - c) The use of any required financial contributions is at the discretion of the Board of County Commissioners for transportation improvements in the West Jackson Transportation Study Area.
2. **East-West Connector.** Prior to the issuance and recordation of this Master Site Plan the applicant shall provide a right-of-way easement, with legal description prepared by a Wyoming licensed surveyor, of the proposed East-West Connector in Area 1, to be presented to the Board of County Commissioners for their review and approval. The right-of-way easement shall be recorded with the Teton County Clerk before this

permit is effective. The intent is that this easement could, in the future, connect to easements in Area 2 that will either connect with Highway 89, the intersection of High School Road and Gregory Lane, or another alignment as determined in the future.

3. **Blocks.** All future blocks shall demonstrate compliance with the standards of LDR Section 4.5.2.B.1., specifically Internal Block Faces, as reviewed at the time of Development Plan.
4. **Parks.** The Parks layout shall follow the "Exhibit A Concept Plan- Parks Option 4" dated 4/23/2025 and hereby incorporated into the Master Site Plan. Exactions shall be provided based on the number of units approved in each subsequent Development Plan, in 1-acre minimum increments.
5. **Binding.** Every reference in the Master Site Plan to the application being not binding shall be removed for the recorded copy, provided, however, that site renderings and drawings of buildings may be conceptual, speculative and non-binding.
6. **Open Space.** Consistent with Section 4.5.2.L.3. Open Space Requirements, and based on consultation with an agency staff wildlife biologist from Teton County and/or the Wyoming Game and Fish Department, Development Plans shall demonstrate wildlife permeability through open space as well as permeability between housing units, for example, continuity between unfenced backyards, particularly on the eastern and southern boundaries of Area 1. Additional fencing restrictions may be applied by the Board of County Commissioners during Development Plan(s), particularly on Blocks N and O, which shall be enforced through restrictions recorded in the Clerks Records.
7. **Phasing.** As part of an Initial Subdivision Plat application, the applicant shall provide to Teton County written phasing agreements with the recipients of any restricted blocks, meeting the Phasing Element description in Section 4.5.1.C.1.d.v., regarding development and design of the Blocks restricted for affordable and/or workforce housing pursuant to the land conveyance method in LDR Sec 4.5.2.F.2.c.iii for the purpose of achieving orderly development. The agreements shall be consistent with the Master Site Plan Housing Element and the Subdivision Improvement Agreements. The applicant may record master covenants, conditions and restrictions to govern Area 1.
8. **Housing Feasibility Plan.** Each applicant of a Development Plan for an unrestricted block shall include in their application a feasibility analysis demonstrating compliance with the affordable and workforce housing allocation of LDR Section 4.5.2.F. The feasibility analysis shall include a conceptual site plan for the development of the restricted block(s) required to be conveyed, according to LDR Section 4.5.1.C.3.a.ii, Affordable and Workforce Housing Plan, and shall include written consent from recipients of said restricted block(s) that the housing concepts set forth in the conceptual site plan are viable for that entity to construct. The purpose is to demonstrate that the number of deed restricted units estimated by block in the Master

Site Plan can be feasibly constructed within the NSP Development Standards applicable to each block and maintain the 70:30 ratio per LDR Section 4.5.2.F. If the subject restricted blocks have already received Development Plan approval, no additional materials are required. However, if a Development Plan proposal for a restricted block shows fewer than the minimum number of housing units anticipated by the Master Site Plan, the Housing Element of the Master Site Plan shall require amendment, and the number of unrestricted housing units in Area 1 shall subsequently be limited by the current 70:30 ratio until that amendment occurs. If necessary, the applicant(s) for the unrestricted housing will be responsible for making up any deficit of the required deed-restricted housing through either method described in LDR Section 4.5.2.F.2.c.

9. **Construction Traffic Management Plan.** The applicant of this Master Site Plan shall prepare a construction traffic management plan for Area 1 and identify potential temporary upgrades and expansions to the road network, both on-site and off-site (such as construction haul routes or construction vehicle monitoring). This construction traffic management plan shall be included in the first physical development permit application and shall apply to Development Plans for block development and Grading and Erosion Control Permits for site-level improvements. The construction traffic management plan shall require associated construction vehicles to avoid High School Road during, at a minimum, school pick-up and drop-off peak hours to minimize impacts of construction in Area 1.

DATED this 3<sup>rd</sup> day of June, 2025.

BOARD OF COUNTY COMMISSIONERS  
TETON COUNTY, WYOMING

BY:

Mark Newcomb  
Mark Newcomb, Chair

ATTEST:

Maureen Murphy  
Maureen E. Murphy, County Clerk



**CERTIFICATE OF SERVICE**

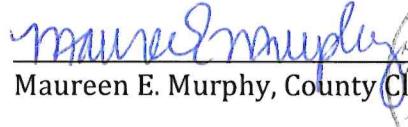
This is to certify that on the 3<sup>rd</sup> day of June 2025, at Jackson, Wyoming, the Teton County Clerk served the foregoing document by sending a true and correct copy thereof in the U.S. Mail, postage prepaid, or via delivery as indicated to the following:

SJ Planning Solutions  
PO Box 523  
Jackson, WY 83001

JHHR Holdings I, LLC  
2505 Shootin' Iron Ranch Road  
Jackson, WY 83001

Keith Gingery, Chief Deputy County Attorney  
Teton County Attorney's Office  
Kgingery@tetoncountywy.gov  
*Via Email Only or Hand Delivery Only*

Chandler Windom, Senior Planner  
Teton County Planning and Development  
cwindom@tetoncountywy.gov  
*Via Email or Hand Delivery Only*

  
Maureen E. Murphy, County Clerk  
