



Grand Teton National Park

Docket Number: 179

AIRPORT TREATMENT PLANT #1 WELL (PERMIT UW - 201234)

Preliminary Docket Information

DOCKET INFORMATION

Docket #: 179 **Type** (PC, APP, R/P, ARR, PWS, JT, ADD): APP
Docket Title: Airport Treatment Plant #1 Well **Permit** UW - 201234
Park Unit: GRTE **Region:** IMR
State: WY **County:** Teton
Source: Groundwater ☒ Surface Water ☐ **Source Name:** _____
POD Name / Location: SE1/4, SW1/4, Sec 14, T42N, R116W
POU Name / Location: SE1/4, SW1/4, Sec 14, T42N, R116W
Quantity: 85 gpm (include units - gpm, cfs, etc.)
Use(s): Miscellaneous: potable, sanitary and associated (landscape watering) use for wastewater treatment plant and facility vehicle car wash (up to 3)
Permit #: UW 201234 **Priority Date:** 10/21/2013
License / Certificate #: UW07663 **Date Issued:** 5/23/2018
Owner: USDI National Park Service & Jackson Hole Airport Board

Narrative / Remarks: In story, native story

Jackson Hole Airport is located on National Park Service land. The airport is operated by Jackson Hole Airport Board under a lease agreement. In adherence to Wyoming water law the water right is co-owned by the landowner and the lessee.

Wyoming e-Permit Data	
WR Number	P201234.0W
SummaryWRStatus	Incomplete
PriorityDate	10/21/2013
Company	JACKSON HOLE AIRPORT BOARD
FacilityName	AIRPORT TREATMENT PLANT #1 WELL
Uses	MIS
TwN	042N
Rng	116W
Sec	14
Qtr-Qtr	SE1/4SW1/4
Total Flow(CFS)/ Appropriation(GPM)	85
Total depth (Ft)	92
StaticWaterLevel (Ft)	45
Well Log(Y/N)	N
DepthOfPump	91.83
Facility type	Well
Longitude	-110.7375
Latitude	43.59917
Chemical Analysis(Y/N)	N

Compiled by: J. Chafey **Date:** 5/30/2024

National Park Service
Water Resources Division, Water Rights Branch
1201 Oakridge Drive, Suite 250
Fort Collins, Colorado 80525

[Print](#)**Permit Summary****Instrument: WELLS AND SPRINGS**

Facility Name:	AIRPORT TREATMENT	Water Right Status:	INCOMPLETE
Application Number:	UW5-18751	Date Accepted for Processing:	10/22/2013
Temporary File Number:	43-3-324W	Priority Date:	10/21/2013
Permit Number:	P201234.0W	Division:	4
Proof Number:		District:	16
Docket Number:		SC Original Expiration Date:	12/31/2014
Order Number:		SC Extended Expiration Date:	
Certificate Record Number:		SC Actual Date:	04/08/2014
Auto Cancellation Date:		BU Original Expiration Date:	12/31/2014
Extended Auto Cancellation Date:		BU Extended Expiration Date:	
Last Modified By:	ePermitSU	BU Actual Date:	04/09/2014
Created By:	SONIA MILLER	Last Modified Date:	02/19/2015

General Info

Type Of Diversion	Supply Type	Special Cases
Well, Production Well	Original Supply	
Appropriation Amount :	85.000 GPM	
Prefix	Water Right Number	Suffix

Appropriator(s)

Appropriator	Last Name	First Name	Company	City	State
Applicant			JACKSON HOLE AIRPORT BOARD	JACKSON	Wyoming

Agent

Last Name	First Name	Company	City	State	Contact Number
KIRSTEN	THOMAS	JORGENSEN ASSOCIATES, P.C.	JACKSON	Wyoming	307-733-5150

Beneficial Uses

Beneficial Uses:

Miscellaneous-- Ground Water(Large scale landscape/lawn watering greater than 1),
 Miscellaneous-- Ground Water(Car Wash Facilities), Miscellaneous-- Ground Water
 (Potable & Sanitary Supply for churches, schools, m)

Water Right POD

Principal Meridian	Township	Range	Section	Quarter	Qtr-Qtr	SurveyType	Number	Primary POD
06	042N	116W	14	SW	SESW	Aliquot Parts		Y

Water Right POU

Principal Meridian	Township	Range	Section	Quarter	Q-Q	WR Status	Acres	Use	Sub Use	Sup Ty
06	042N	116W	14	SW	SESW	INCOMPLETE	0.000	Miscellaneous -- Ground Water	Potable & Sanitary Supply for churches, schools, mobile home parks, campgrounds, motels, businesses, etc.	ORIG
06	042N	116W	14	SW	SESW	INCOMPLETE	0.000	Miscellaneous -- Ground Water	Others -- Miscellaneous	ORIG

1

Supply Type**Acres**

Original 0.000

Total acres irrigated: 0.000

Construction

Diversion Type	Construction Type	Construction Description	Total Depth (feet)	Casing Height (feet)	static water level (feet)
GW	Drl	Rotary Air	92.00	1.50	45.00

Pump/Flow**Well Log/Water Quality**

Total Depth (feet)	Well Diameter (inches)	WaterBearing Formation (feet)	WaterBearing Formation Top (feet)	WaterBearing Formation Bottom (feet)	Water Quality
92.00		45.00	45.00	92.00	Good

Comments

Created Date	Comment Details	Created by
10/24/2013 9:59:45 AM	Remarks per phone call with agent, Thomas Kirsten.	tebben

1

Documents

Document Type	Document Name	Document Date	Document Created by	Document Uploaded by	Uploaded Date	View
 Application						
 Correspondence						
 Expiration Letter						
 Letter						
 Notice						
 Permit						
 Petition						
 Request						

Remarks

Remark Notes	Remarks Response
Please describe any unusual circumstance in the Remarks section.	An air tube was installed to approximate depth of 55 feet. Unknown amount of cement/grout used. LB
Please describe any unusual circumstance in the Remarks section.	An air tube was installed to approximate depth of 55 feet. Unknown amount of cement/grout used. LB
Please completely describe the miscellaneous use, particularly the specific use of water and the proposed method for water regulation and administration of the system.	Well will supply water for potable, sanitary, and equipment wash down in the office of a wastewater treatment plant and for up to three (3) car wash facilities for vehicles associated with airport businesses (car rental businesses, landscape watering, etc).

Appropriation for Ground Water

Appropriation Amount (GPM) 85.00

Related Transactions

Instrument Type	Instrument Name	Instrument Code	WR Number Type	WR Number
Application	Wells and Springs	UW5	Permit	P201234.OW
Notice	Statement of Completion and Description of Well or Spring	UW6	Permit	P201234.OW
Notice	Proof of Appropriation and Beneficial Use of Ground Water	UW8	Permit	P201234.OW

02 STATE

Grand Teton National Park

AIRPORT TREATMENT PLANT #1 WELL (PERMIT UW - 201234)

State Water Rights Documentation

THE STATE



OF WYOMING

MATTHEW H. MEAD
GOVERNORPATRICK T. TYRRELL
STATE ENGINEER*Board of Control*1W, HERSCHLER BUILDING
CHEYENNE, WYOMING 82002

TELEPHONE NO. (307) 777-6178

CHERYL TIMM
ADJUDICATION OFFICERBRIAN PUGSLEY, SUPERINTENDENT
WATER DIVISION NO. 1
DAVID SCHROEDER, SUPERINTENDENT
WATER DIVISION NO. 2
LOREN SMITH, SUPERINTENDENT
WATER DIVISION NO. 3
KEVIN PAYNE, SUPERINTENDENT
WATER DIVISION NO. 4

July 9, 2018

USDI National Park Service
1201 Oakridge Drive, Suite 250
Fort Collins, CO 80525

RE: Certificate Record Book No. 23, Page(s) 110

Dear Appropriator(s):

This is to advise you that your proof(s) of appropriation was/were approved by the State Board of Control. The following listed final Certificate(s) of Appropriation of Water or Ground Water and/or Certificate(s) of Construction of Reservoir are being sent to the County Clerk for recording purposes:

<u>Permit No.</u>	<u>Facility</u>	<u>Amount Appropriated</u>
201234 U.W.	Airport Treatment Plant #1 Well	85 gpm

Final Certificates of Appropriation are valuable insofar as your water rights are concerned and they should, therefore, be carefully preserved. If you need copies of them, they may be obtained either from the County Clerk or from this office.

When the County Clerk has recorded your certificate(s) he/she will forward the same to you.

The original certificate(s) for this/these appropriation(s) will be forwarded to the first appropriator named on the certificate after the County Clerk has processed it.

Yours truly,

Cheryl Timm
Adjudication Officer

CT/tm

THE STATE OF WYOMING
Certificate of Appropriation of Ground Water

Proof No. UW07668
CR UW - 23, Page 110
Water Division No. 4, District No. 16

Released	
Indexed	✓
Abstracted	
Scanned	✓

WHEREAS, USDI NATIONAL PARK SERVICE has/have presented to the Board of Control of the State of Wyoming proof of the appropriation of ground water from the AIRPORT TREATMENT PLANT #1 WELL located in the SE1/4SW1/4 of Section 14, T.042N., R.116W., Original Survey, under Permit No. P201234.0W for Miscellaneous use here in described, lying and being in Teton County, Wyoming.

NOW KNOW YE that the State Board of Control, under the provisions of the Statutes of Wyoming, has by an order duly made on May 23, 2018, and entered on May 30, 2018 in Order Record 100 Page 260, determined and established the priority and amount of such appropriation as follows:

Name and Address of Appropriator(s): USDI NATIONAL PARK SERVICE, 1201 OAKRIDGE DRIVE SUITE 250, FORT COLLINS, CO, US, 80525.
Date of Appropriation (Priority) October 21, 2013;
Amount of Appropriation 85.00 gallons per minute.

DESCRIPTION OF LAND FOR WHICH THIS APPROPRIATION IS DETERMINED AND ESTABLISHED

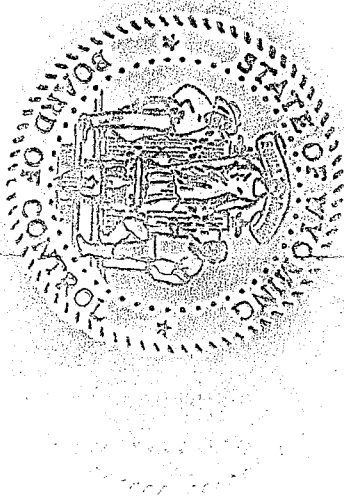
		NE 1/4				NW 1/4				SW 1/4				SE 1/4					
TWP	RNG	SEC	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	TOTAL
			Water from this well is used for miscellaneous purposes (potable, sanitary and associated uses for a waste water treatment plant containing an office at the Jackson Hole Airport) at the following point of use:																
042N	116W	14													X				

The right to water hereby confirmed and established is limited to Miscellaneous use and the use is restricted to the place where acquired and to the purpose for which acquired.

IN TESTIMONY WHEREOF, I Patrick T. Tyrrell, President of the State Board of Control, have hereunto set my hand on May 30, 2018 and caused the seal of said Board to be hereunto affixed.

Attest: _____
Ex-officio Secretary

President.



GRANTOR: STATE BOARD OF CONTROL
GRANTEE: USDI NATIONAL PARK SERVICE
Doc 0963943 Filed At 12:00 ON 08/02/18
Sherry L. Daigle Teton County Clerk fees: 12.00
By Mary Smith Deputy

April 20, 2017

Ground Water Proofs
State Engineer's Office
Herschler Building, 1-W
Cheyenne, Wyoming 82002

Re: Permit No. U.W. 131351, U.W. 200654, U.W. 200655, U.W. 200656, U.W. 201234, U.W. 203287,
U.W. 203288, U.W. 203289, and U.W. 205149

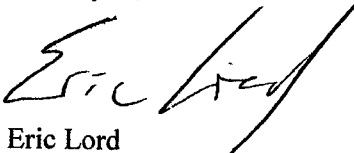
Dear George,

Pursuant to our conversation and pursuant to your letter dated March 31, 2017, please find enclosed the signed and notarized Proofs of Appropriation and Beneficial Use of Ground Water for the above-captioned permits.

I have contacted Francesca Paolucci-Rice, who has been acting for the Jackson Hole Airport Authority in obtaining these rights, and explained to her that the rights will be in the name of the National Park Service pursuant to Wyoming law. I will let her know that we have provided the signed proofs to you, and she will then provide, from the Airport Authority, the adjudication fee of \$270 under separate cover.

If you have additional questions or concerns, please contact me at (970) 225-3526 or at eric_lord@nps.gov.

Thank you,



Eric Lord
Water Rights Specialist
Water Resources Division
National Park Service

Enclosures (9)

State Engineer's Office

HERSCHLER BUILDING, 1-W CHEYENNE, WYOMING 82002
(307) 777-7354

MATTHEW H. MEAD
GOVERNOR

PATRICK T. TYRRELL
STATE ENGINEER

March 31, 2017

National Park Service
Attn: Eric Lord
1201 Oakridge Drive, Suite 250
Fort Collins, CO 80525

Re: Permit No. U.W. 131351, U.W. 200654, U.W. 200655, U.W. 200656, U.W. 201234, U.W. 203287, U.W. 203288, U.W. 203289, and U.W. 205149

Dear Appropriator:

On August 9, 2016, Wyoming State Engineer's Office staff conducted a field inspection for the purpose of adjudication, or finalization, of the water rights referenced above. Enclosed, please find the Proof of Appropriation and Beneficial Use of Ground Water -- Part III forms reflecting personal observations as they relate to the permitted use of water.

These forms must be signed before a Notary Public and returned to our office with a \$30.00 adjudication fee per proof, **\$270.00 total**, made payable to the **WYOMING BOARD OF CONTROL**. Please send the completed form and required payment to the following address:

Ground Water Proofs
State Engineer's Office
Herschler Building, 1-W
Cheyenne, WY 82002

Following publication, the proof will be submitted to the State Board of Control, which will issue a **CERTIFICATE OF APPROPRIATION**, finalizing the water rights.

If you have further questions, please contact me at george.moser@wyo.gov or 307-777-2974.

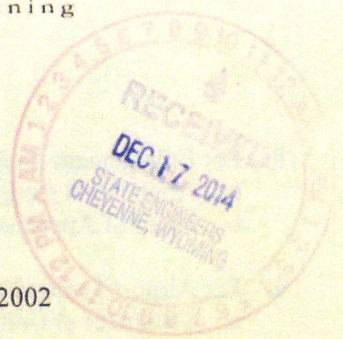
Thank you,



George Moser
Ground Water Division

JORGENSEN ASSOCIATES, PC
Engineering • Land Surveying • Planning

SCANNED DEC 17 2014



December 16, 2014

Ground Water Division of the State Engineer's Office

ATTENTION: Jeremy Manley

Herschler Building, 4E 122 West 25th Street Cheyenne, Wyoming 82002

307-777-6712

VIA FEDERAL EXPRESS

Re: Permit U.W. 200654

Enlargement Permit U.W. 200654, new application

Permit U.W. 200655

Enlargement Permit U.W. 200655, new application

Permit U.W. 200656

Enlargement Permit U.W. 2200656, new application

Permit U.W. 200657; and

Permit U.W. 201234

Jorgensen Associates Project No. 08013.04.81

Dear Mr. Manley,

For processing, please find enclosed the following items:

1. Letter to the State Engineer requesting changes and / or clarifications to Permits U.W. 200654, U.W. 200655, U.W. 200656 and 201234
2. Cancellation Request for Jackson Hole Airport Fire #2 Well, Permit U.W. 200657
3. For Jackson Hole Airport #1 Well, Permit U.W. 200654:
 - a. Statement of Completion and Description of Well, U.W. 6 Form
 - b. Proof of Appropriation and Beneficial Use of Ground Water, U.W. 8 Form
4. For Enlargement Jackson Hole Airport #1 Well:
 - a. Application for Enlargement, U.W. 5 Form
 - b. Proof of Appropriation and Beneficial Use of Ground Water, U.W. 8 Form
5. For Permit U.W. 200655, Jackson Hole Airport #2 Well:
 - a. Statement of Completion and Description of Well, U.W. 6 Form
 - b. Proof of Appropriation and Beneficial Use of Ground Water, U.W. 8 Form
6. For Enlargement Jackson Hole Airport #2 Well:
 - a. Application for Enlargement, U.W. 5 Form
 - b. Proof of Appropriation and Beneficial Use of Ground Water, U.W. 8 Form
7. For Jackson Hole Airport #3 Well, Permit U.W. 200656, (name changed from Jackson Hole Airport Fire #1 Well per above-listed request):
 - a. Statement of Completion and Description of Well, U.W. 6 Form
 - b. Proof of Appropriation and Beneficial Use of Ground Water, U.W. 8 Form

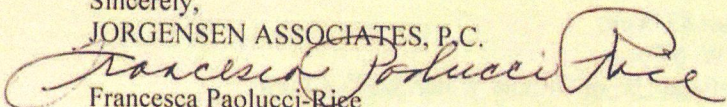
8. For Enlargement Jackson Hole Airport #3 Well:
 - a. Application for Enlargement, U.W. 5 Form
 - b. Proof of Appropriation and Beneficial Use of Ground Water, U.W. 8 Form
9. For Airport Treatment Plant #1 Well, Permit U.W. 201234:
 - a. Statement of Completion and Description of Well, U.W. 6 Form
 - a. Proof of Appropriation and Beneficial Use of Ground Water, U.W. 8 Form
10. Copies of the following as proof of authorization of use by the Jackson Hole Airport Board of the land on which the subject wells and their areas of use are located:
 - a. *AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR AND THE JACKSON HOLE AIRPORT BOARD* dated April 27, 1983, which includes a description of the 533+/- Acres subject to the agreement;
 - b. *AMENDMENT TO THE "AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR AND THE JACKSON HOLE AIRPORT BOARD" DATED APRIL 27, 1983* effective July 29, 1985;
 - c. *SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR AND THE JACKSON HOLE AIRPORT BOARD* effective July 30, 2003;
 - d. *THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR AND THE JACKSON HOLE AIRPORT BOARD* effective May 18, 2011.
11. Jorgensen Associates, P.C. check no. 41459 in the amount of \$225.00 for application fees, three (3) at \$75 each.

As we discussed previously, within the required six (6) month time period from this submittal, we will submit the Map to Accompany Beneficial Use for the above-referenced wells that are in use. That delay will allow us to accurately reflect on the map the requested well name change and the enlargement permit numbers. We will also attempt to resolve issues regarding the JH Aviation Office #2 Well, Permit U.W. 131351, and submit a petition to the Board of Control for the voluntary abandonment of the Terminal #1 Well and its enlargement, Permits U.W. 76409 and U.W. 86871, Fire #1 Well, Permit U.W. 76410 and Fire #2 Well, Permit U.W. 76411.

Should you have any questions or require additional information regarding the enclosed please do not hesitate to contact me or Thomas Kirsten at our office. Thank you for your assistance.

Sincerely,

JORGENSEN ASSOCIATES, P.C.


Francesca Paolucci-Rice

Encl.: cc: Jackson Hole Airport Board; Thomas Kirsten

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JORGENSEN ASSOCIATES, PC
Engineering • Land Surveying • Planning

SCANNED DEC 17 2014

December 15, 2014

Mr. Patrick T. Tyrell, State Engineer
State Engineer's Office
Herschler Building, 4E 122 West 25th Street
Cheyenne, Wyoming 82002
307-777-6712
VIA FEDERAL EXPRESS

Re: Jackson Hole Airport #1 Well, Permit U.W. 200654
Jackson Hole Airport #2 Well, Permit U.W. 200655
Jackson Hole Airport Fire #1 Well, Permit U.W. 200656
Airport Treatment Plant #1 Well, Permit 201234

JA Project No. 08013.04.81

Dear Mr. Tyrell,

Please let this letter serve as a formal petition for changes to the above-referenced unadjudicated permits.

Regarding Permits U.W. 200654 and U.W. 200655:

Please remove the following areas of use from said Permits U.W. 200654 and U.W. 200655:

Township 42 North, Range 116 West:

Section 14 NW $\frac{1}{4}$ SW $\frac{1}{4}$
 SW $\frac{1}{4}$ SW $\frac{1}{4}$

Landscape watering was originally contemplated in those areas of the Jackson Hole Airport Terminal, but does not and will not occur.

In addition, please clarify on said permits that the term Jackson Hole Airport Terminal is a facility serving the Jackson Hole Airport that includes, but is not limited to, a building with an airport passenger terminal area and an administrative area.

Regarding Permit U.W. 200656:

Please change the name of the well under this permit from the Jackson Hole Airport Fire #1 Well to the Jackson Hole Airport #3 Well.

The name change is being requested to avoid confusion regarding the use of the well. When the well was permitted, it was proposed to supply water for fire protection only. After the permit was issued, the design of the water system serving the Jackson Hole Airport was changed so that water from the subject well co-mingles with that from the Jackson Hole Airport #1 Well, Permit U.W. 200654, and the Jackson Hole Airport #2 Well, Permit U.W. 200655. Water from all three wells serve not only for fire protection at the airport, but also

to supply water for potable and sanitary uses, landscape watering and other associated uses, which are the permitted uses under Permits U.W. 200654 and 200655 at the airport terminal facilities. Contemporaneously with this request, in order to bring State Ground Water Permits into conformance with the actual uses and areas of use of the three mentioned wells, we are submitting to your office applications for enlargements of their permits.

In addition, please remove the following area from said Permit U.W. 200656:

Township 42 North, Range 116 West:
Section 23 NE $\frac{1}{4}$ NW $\frac{1}{4}$

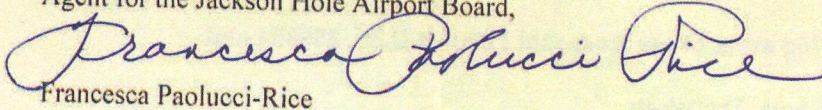
That area was erroneously included on the permit and is not part of the airport.

Regarding Permit U.W. 201234:

It was intended that the term "associated uses" in the Remarks section of the permit would cover the use of the well to supply water for limited landscaping around the wastewater treatment plant. Please add a clarifying note to the Remarks, if that is necessary to recognize landscape watering under the allowed Miscellaneous Uses.

Thank you.

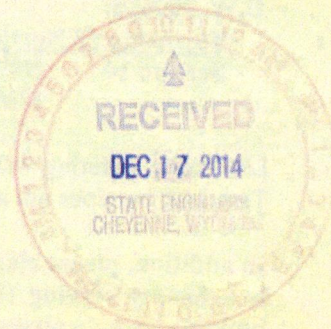
Sincerely,
JORGENSEN ASSOCIATES, P.C.,
Agent for the Jackson Hole Airport Board,


Francesca Paolucci-Rice

Encl.

cc: Jackson Hole Airport Board

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OCT 2013 12:00pm
C 472 \$75.00FORM U.W. 5
Rev. 9/09
FILING FEE SCHEDULE
ON REVERSE SIDESTATE OF WYOMING
OFFICE OF THE STATE ENGINEER
HERSCHLER BLDG., 4-E CHEYENNE, WYOMING 82002
(307) 777-6163

APPLICATION FOR PERMIT TO APPROPRIATE GROUND WATER

APPLICATION FOR WELLS AND SPRINGS

Note: Only springs flowing 25 gallons per minute or less, where the proposed use is Domestic and/or Stock Watering, will be considered as ground water appropriations.

FOR OFFICE USE ONLY

PERMIT NO. U.W. 201234
WATER DIVISION NO. 4 DISTRICT 16
U.W. DISTRICT Teton CountyTemporary Filing No. U.W. 43-3-324NOTE: Do not fold this form. Use typewriter or print neatly with black ink.
ALL ITEMS MUST BE COMPLETED BEFORE APPLICATION IS ACCEPTABLENAME AND NUMBER OF WELL or SPRING Airport Treatment Plant #1 Well

1. Name of applicant(s) Jackson Hole Airport Board Phone (307) 733-7695

2. Address of applicant(s) PO Box 159 Jackson Wyoming 83001
(MAILING ADDRESS) (CITY) (STATE) (ZIP)
Jorgensen Associates, P.C.
attn: Thomas Kirsten

3. Name & address of agent to receive correspondence and notices PO Box 9550 Jackson Wyoming 83001 Phone (307) 733-5150
(MAILING ADDRESS) (CITY) (STATE) (ZIP)

4. Use to which the water will be applied

- ☐ Domestic Use of water in 3 single family dwellings or less, noncommercial watering of lawns and gardens totaling one acre or less. Number of houses served? _____
- ☐ Stock Watering Normal livestock use at four tanks or less within one mile of well or spring. Stock-watering pipelines and commercial feedlots are a Miscellaneous use. Number of stock tanks? _____
- ☐ Irrigation Watering of any lands for agricultural purposes not covered by the definition of domestic use (large-scale lawn watering of golf courses, cemeteries, recreation areas, etc., are Miscellaneous uses).
- ☐ Municipal Use of water in incorporated Towns and Cities. Note 1: use of water in unincorporated towns, subdivisions, improvement districts, mobile home parks, etc. are Miscellaneous uses. Note 2: a permit may be required by the Wyoming Department of Environmental Quality (WDEQ) if the well will be classified as a public water supply under the WDEQ's rules and regulations.
- ☐ Industrial Long term use of water for the manufacture of a product or production of oil/gas or other minerals (oil field water flood operations, power plant water supply, etc.). (Describe in REMARKS)
- ☒ Miscellaneous Any use of water not defined under previous definitions such as stock-watering pipelines, subdivisions, mine dewatering, mineral/oil exploration drilling, potable supplies in office, etc. (Describe in REMARKS).
Note: a permit may be required by the WDEQ if the well will be classified as a public water supply under the WDEQ's rules and regulations.
- ☐ Coalbed Methane Water produced in the production of coal bed methane gas. Note: wells used in the production of coal bed methane gas will require a permit from the Wyoming Oil and Gas Conservation Commission.
- ☐ Monitor, Observation Note: a WDEQ permit may be required. ☐ Test Well (Describe in REMARKS)

5. Location of the well or spring: (NOTE: Quarter-quarter (40 acre subdivision) MUST be shown. EXAMPLE: SE 1/4 NW 1/4 of Sec. 12, Township 14 North, Range 68 West.)
Teton County, SE 1/4 SW 1/4 of Sec. 14, T. 42 N., R. 116 W. of the 6th P.M. (W.R.M.).
Wyoming. If located in a platted subdivision, also provide Lot/Tract _____ Block _____ of the _____
Subdivision (or Add'n) of _____ Resurvey Location: Tract _____, (or Lot) _____.

6. Estimated depth of the well or spring is 120 ft. Estimated production interval is 80 ft. to 120 ft.

7. (a) MAXIMUM instantaneous flow of water to be developed and beneficially used: 100 gallons per minute.
NOTE: If for Domestic and/or Stock-watering use, this application will be processed for a maximum of 25 gallons per minute. For a spring, after approval of this application, some type of artificial diversion or improvement must be constructed to qualify for a water right.

(b) MAXIMUM volumetric quantity of water to be developed and beneficially used per calendar year: 22,000,000
Circle appropriate units: (Gallons) (Acre Feet) NOTE: A four person family utilizes approximately one (1) acre-foot of water per year or 325,000 gallons.

8. Mark the point(s) or area(s) of use in the tabulation box below. Note: Upper row refers to the quarter of the section. Next row refers to the quarter of the quarter section.

TABULATION BOX

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
42N	116W	14												X					

201234

SEE REVERSE SIDE

1447

34

Permit No. U.W. _____ Book No. _____ Page No. _____

9. If for Irrigation use: N/A
- Describe MAXIMUM acreage to be irrigated in each 40 acre subdivision in the tabulation box above.
 - ☐ Land will be irrigated from this well only.
 - ☐ Land is irrigated from existing water right(s) with water from this well to be additional supply. Describe existing water right(s) under REMARKS.

10. If for Irrigation use, describe method of irrigation, i.e. center pivot sprinkler, flood, etc.: N/A

11. The well or spring is to be constructed on lands owned by U.S.D.I., National Park Service
(The granting of a permit does not constitute the granting of a right-of-way. If any easement or right-of-way is necessary in connection with this application, it should be understood that the responsibility is the applicant's. A copy of the agreement should accompany this application, if the land is privately owned and the owner is not the co-applicant.)

12. The water is to be used on lands owned by U.S.D.I., National Park Service
(If the landowner is not the applicant, a copy of the agreement relating to the usage of the appropriated water on the land should be submitted to this office. If the landowner is included as co-applicant on the application, this procedure need not be followed.) NOTE: Water rights attach to the area(s) and/or point(s) of use.

REMARKS: Well will supply water for potable, sanitary, and associated uses for a wastewater treatment plant and car wash. See dupl for associated water listed
Per Phase 2 w/ Thomas K 10-24-13
Equipment Washdown Up to 3 car wash facilities
(Not Public - Airports & Correntals
etc.)
1 See Remarks in E permit
Under penalties of perjury, I declare that I have examined this application and to the best of my knowledge and belief it is true, correct and complete.
Jorgensen Associates, P.C.; Authorized Agent
Thomas Kirsten
Signature of Applicant or Authorized Agent
By: Thomas Kirsten, Wyoming PE 6821
Date 17 October, 2013

THE LEGALLY REQUIRED FILING FEE MUST ACCOMPANY THIS APPLICATION

DOMESTIC AND/OR STOCK WATERING USES (Domestic use is defined as use of water in 3 single family dwellings or less, noncommercial watering of lawns and gardens totalling one acre or less.)	\$50.00
COAL BED METHANE USE	\$50.00
IRRIGATION, MUNICIPAL, INDUSTRIAL, AND MISCELLANEOUS USES	\$75.00
MONITOR (For water level measurements or chemical quality sampling) or TEST WELL USES	No Fee

IF WELL WILL SERVE MULTIPLE USES, SUBMIT ONLY ONE (THE HIGHER) FILING FEE.
THIS SECTION IS NOT TO BE FILLED IN BY APPLICANT

THE STATE OF WYOMING)
) ss.
STATE ENGINEER'S OFFICE)

This instrument was received and filed for record on the 21 day of October, A.D. 2013, at 12:00 o'clock P. M.

Permit No. U.W.

201234

Both Subben
for State Engineer

THIS IS TO CERTIFY that I have examined the foregoing application and do hereby grant the same subject to the following limitations and conditions:

This application is approved subject to the condition that the proposed use shall not interfere with any existing rights to ground water from the same source of supply and is subject to regulation and correlation with surface water rights, if the ground and surface waters are interconnected. The use of water hereunder is subject to the further provisions of Chapter 169, Session Laws of Wyoming, 1957, and any subsequent amendments thereto.

Granting of a permit does not guarantee the right to have the water level or artesian pressure in the well maintained at any specific level. The well should be constructed to a depth adequate to allow for the maximum development and beneficial use of ground water in the source of supply.

If the well is a flowing artesian well, it shall be so constructed and equipped that the flow may be shut off when not in use without loss of water into sub-surface formations or at the land surface.

Coal Bed Methane wells have Additional Conditions and Limitations on attachment sheet.
FOR ADDITIONAL CONDITIONS AND LIMITATIONS SEE ATTACHED STATUS SHEET.

Approval of this application may be considered as authorization to proceed with construction of the proposed well or spring. A Statement of Completion must be filed within thirty (30) days of completion of construction, including pump installation.

Completion of construction and completion of the beneficial use of water for the purposes specified in Item 4 of this application will be made by December 31, 2014.

The amount of appropriation shall be limited to the quantity to which permittee is entitled as determined at time of proof of application of water to beneficial use.

Witness my hand this 7th day of Nov., A.D. 2013.

for Patrick T. Tyrell
PATRICK T. TYRELL, State Engineer

PERMIT NO. U.W. 201234
T.F. No. 43-3324

PERMIT STATUS

Priority Date October 21, 2013 Approval Date NOV - 7 2013

In order to comply with Executive Order 2011-5, this application was reviewed to determine impacts to Greater Sage Grouse populations if the project proponent was granted permission to construct the subject well. A review of aerial photography revealed that the subject well will be located at the Jackson Hole Airport, an area that has been previously disturbed. As such, there are no additional conditions of approval that must be attached to this permit in order to mitigate impacts to Greater Sage Grouse populations.

ADDITIONAL CONDITIONS AND LIMITATIONS:

The water appropriated under this ground water permit and the waters of the Snake River and its tributaries, have been determined to constitute one source of supply and the provisions of Section 41-3-916, Wyoming Statutes, shall apply as follows:

"41-3-916. Priority of rights when 1 source of supply. Where underground waters in different aquifers are so interconnected as to constitute in fact one source of supply, or where underground waters and the waters of surface streams are so interconnected as to constitute in fact one source of supply, priorities of rights to the use of such interconnected waters shall be correlated and such single schedule of priorities shall relate to the whole common water supply. The state engineer may by order adopt any of the corrective controls specified in section 17 of this act [41-3-915]. Source: Laws 1957, ch. 169, 18; W.S. 1957, 41-133."

As such, any required regulation of the water rights of the Snake River and its tributaries, in the future shall consider this permit under the priority date shown, together with all other rights to use water from the Snake River and its tributaries.

11/7/2013
Date of Approval

for 
PATRICK T. TYRRELL, State Engineer

JADE HENDERSON - Superintendent
PO BOX 277 279-3650
COKEVILLE, WY 83114

NOTICE OF EXPIRATION OF TIME FOR COMPLETION
AND/OR COMPLETION OF BENEFICIAL USE

SEP 30 2014

December 17, 2014 - Statement of Completion on April 8, 2014 received.
December 17, 2014 - Proof of Beneficial Use on April 9, 2014 received.

SCANNED FEB 20 2015
SCANNED JAN 25 2016

Form U.W. 8
Rev. 1-05NOTE: Do not fold this form. Use type-
writer or print neatly with black ink.**STATE OF WYOMING**
OFFICE OF THE STATE ENGINEER

SCANNED JAN 25 2016

SCANNED FEB 20 2015

PROOF OF APPROPRIATION AND BENEFICIAL USE OF GROUND WATER

SCANNED DEC 17 2014

The owner is responsible for submitting Parts I and II of this form. Part III will be prepared by a State Engineer representative at time of inspection.

PART I

WATER DIVISION 4 (16) U.W. DISTRICT Teton County
 PERMIT NO. U.W. 201234 DATE OF PRIORITY October 31, 2013
 NAME OF WELL Airport Treatment Plant #1 Well LOCATION SE 1/4 SW 1/4 of Section 14
T. 42 N. R. 116 W.

1. Name of Claimant(s) Jackson Hole Airport Board
 2. Address P.O. Box 159; Jackson, Wyoming Zip Code 83001
 3. For What Purpose(s) is Water Used? Use: Miscellaneous Date First Used: April 9, 2014
 Use: _____ Date First Used: _____ Use: _____ Date First Used: _____

If use is for irrigation, give date irrigation was completed on all lands under this Permit: _____

PART II

For Irrigation, Industrial, Municipal, and Miscellaneous Wells

A plat which has been certified by a licensed professional engineer or land surveyor shall be submitted to accompany this form. The plat shall be in accordance with W.S. § 33-29-139 or Chapters V and VI, State Engineers Office Regulations and Instructions (Minimum scale shall be 2" = 1 mile). The map shall be prepared with waterproof black ink on tracing linen or an acceptable equivalent and shall show on a suitable scale the legal subdivisions, the accurate location of the well or wells, storage facilities, main canals, streams, highways and other important cultural features. Land ownership shall be shown, if there is more than one owner under the permit.

IRRIGATION WELLS

Acreage irrigated under terms of this permit will be clearly shown with a distinctive pattern and a distinction clearly made between lands having an original supply and those provided an additional supply. Where use is for additional supply for lands with a right from another source, indicate the priority or permit number of the source, the source of supply and the name of the ditch, pipe line, or other well. Conveyance system will be shown and described. Indicate method of irrigation being used.

INDUSTRIAL WELLS

In addition to the information outlined above, industrial users will locate and describe conveyance facilities to the point(s) of use, giving as accurately as possible the location of the point(s) of use. Permits for other sources of water must be identified.

MUNICIPAL WELLS

The plat will show the area of use and show and describe the means of conveyance of the water from the well to the connection with the municipal water system distribution network.

MISCELLANEOUS WELLS

- (1) The linen plat for wells where the use is described as miscellaneous and where the yield or flow of the well exceeds twenty-five (25) gallons per minute must show the area of use and describe and show the means of conveyance from the well to the distribution system and/or point(s) of use.
- (2) The plat for wells where the use is described as miscellaneous and where the yield or flow is twenty-five (25) gallons per minute or less may be a 7 1/2 minute United States Geological Survey Quadrangle map in lieu of a linen tracing, provided that the Quadrangle map is in compliance with the following conditions:
 - (a) The entire Quadrangle map must be submitted to the State Engineer's Office.
 - (b) The scale on said Quadrangle map must be one to twenty-four thousand.
 - (c) An identified section corner or quarter corner must be shown on said Quadrangle map along with the Section, Township, and Range.
 - (d) The section in which the well is located and the section(s) where the area(s) or point(s) of use are located must be subdivided into forty (40) acre tracts and the well location and area(s) or point(s) of use clearly labeled and described.
 - (e) Said Quadrangle map showing the well location and area(s) or point(s) of use must be certified by a professional engineer or land surveyor licensed to practice within the State of Wyoming.

SEE REVERSE SIDE

A "CERTIFICATE OF OWNERSHIP" FROM THE COUNTY CLERK'S OFFICE OR A COPY OF THE RECORDED PROPERTY DEED
SHOWING OWNERSHIP OR CONTROL OF LAND(S) INVOLVED MUST ACCOMPANY THIS FORM.

Under penalties of perjury, I declare that I have examined this form and to the best of my knowledge and belief it is true, correct, and complete.
Jorgensen Associate, P.C., Authorized Agent

Francesca Paolucci-Rice December 15 2014
Signature of Owner or Authorized Agent Date

By: Francesca Paolucci-Rice

Date of Receipt: _____, 20____

PART III

WATER DIVISION 4 DIST. 16
Permit NO. U.W. 201234
NAME OF WELL Airport Treatment Plant #1 Well

COUNTY Teton
U.W. DISTRICT None
DATE OF PRIORITY October 21, 2013
LOCATION SE¼ SW¼
SECTION 14 T. 42 N., R. 116 W.
43° 35' 57.2, -110° 44' 44.8" ±24

Name of Claimant United States Department of the Interior – National Park Service

Address 1201 Oakridge Drive, Suite 250

City Fort Collins State CO Zip Code 80525

What documentary evidence is attached showing your ownership or control of the following lands? Federal

AMOUNT TO BE APPROPRIATED:	85	G.P.M.
----------------------------	----	--------

Use (s): Describe fully below. Miscellaneous

ACREAGE TABULATION AND/OR POINTS OF USE

[illegible]

Do other wells commingle in this system? ☐ Yes ☒ No If yes, describe

Description of conveyance of water
Underground pipe

Is there anything visible at the well site that indicates the information shown on the Statement of Completion for this well is inaccurate?
☐ Yes ☒ No If Yes, describe: _____

Is there anything visible at the well site concerning the construction or operation of the well that indicates the well does not comply with the State Engineer's Office Water Well Minimum Construction Standards? ☐ Yes ☒ No If Yes, describe _____

SPRINKLER SYSTEMS:

Type _____ Length _____ Make _____

I.D. No. _____ Nozzle size & spacing _____ @ _____ No. of Towers _____

Mainline Size _____ Lateral Lines _____ End Gun _____

System Pressure _____ psi Where Measured? _____

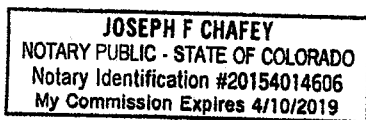
COMMENTS: If there is anything about this right which requires further explanation, please detail here:

Do you recommend approval? ☒ Yes ☐ No _____

THE STATE OF ~~WYOMING~~ COLORADO

County of Larimer } SS.

I, Peter A. Fahmy do depose and say that I have read the Proof of Appropriation and Beneficial Use of Ground Water and am aware that a field inspection was conducted on the _____ 9th day of _____ August, 20 16
I agree with the findings of said inspection and exceptions as noted above. I further agree to the amendment of existing records to reflect the findings of this inspection.



Inspected by me this

9th day of _____ August, 20 16

George Moser
Representative of State Engineer

George Moser

Peter A. Fahmy, Acting Branch Chief
Claimant (If business, give position)
Water Rights Branch, National Park Service

Date April 20, 2017

The foregoing instrument was acknowledged before me this
20th day of April, 20 17

Witness my hand and official seal.

Joseph F. Chafey

Notary Public

My commission expires: 4/10/2019

Proof No. U.W. _____

PROOF OF APPROPRIATION

No. U.W. _____

Division No. _____ Dis _____

C.R. U.W. _____ F _____

Order Record _____

Adjudication Map No. _____

Filed in the office of the State

Day of _____

Ex-officio Secretary, State

By _____

Fees Paid \$ _____

R

FORM U.W.6
Rev. 1/07STATE OF WYOMING
OFFICE OF THE STATE ENGINEER
HERSCHLER BLDG., 4-E
CHEYENNE, WYOMING 82002
(307) 777-6163SCANNED JAN 25 2015
SCANNED FEB 20 2015
SCANNED DEC 17 2014

STATEMENT OF COMPLETION AND DESCRIPTION OF WELL OR SPRING

NOTE: Do not fold this form. Use typewriter
or print neatly with black pen.PERMIT NO. U.W. 201234 NAME OF WELL/SPRING Airport Treatment Plant #1 Well

- NAME OF OWNER Jackson Hole Airport Board
- ADDRESS P.O. Box 159
☐ Please check if address has changed from that shown on permit
City Jackson State Wyoming Zip Code 83001 Phone No. (307) 733-7695
- USE OF WATER ☐ Domestic ☐ Stock Watering ☐ Irrigation ☐ Municipal ☐ Industrial ☒ Miscellaneous
☐ Monitor or Test ☐ Coal Bed Methane Explain proposed use (Example: One single family dwelling) Well will supply water for potable, sanitary, landscape watering, and other associated uses for a wastewater treatment plant, office, equipment washdown, and a car wash with up to 3 car wash facilities; this does not include airport car rentals.
- LOCATION OF WELL/SPRING SE 1/4 SW 1/4 of Section 14 T, 42 N, R. 116 W. of the 6th P.M. (or W.R.M.)
Subdivision Name _____ Lot _____ Block _____
Resurvey Location Tract _____ or Lot _____ Datum ☐ NAD27 ☒ NAD83
Geographic Coordinates: Latitude 43° 35' 57" N Longitude 110° 44' 15" W (degrees, minutes, seconds)
UTM: Zone _____ Northing _____ Easting _____ (meters)
State Plane Coordinates: Zone _____ Northing _____ Easting _____ (feet)
Land surface elevation (ft. above mean sea level) _____ Datum ☐ NAVD29 ☐ NAVD86
Source ☐ GPS ☐ Map ☒ Survey ☐ Unknown ☐ Other ☐ Altimeter (for elevation only)
- TYPE OF CONSTRUCTION ☒ Drilled Rotary Air ☐ Dug ☐ Driven ☐ Other
Describe _____
- CONSTRUCTION Total depth of well/spring 92 ft.
Depth of static water level 45 ft. (below land surface) Casing height 1.5 ft. above ground
a. Diameter of borehole (bit size) 12" 8 inches per phone call "Driller 02.19.15 LB
b. Casing schedule ☒ New ☐ Used Joint type ☐ Threaded ☐ Glued ☒ Welded
8" diameter from 2 ft. to 80 ft. Material Steel Gauge 0.365"
_____ diameter from _____ ft. to _____ ft. Material _____ Gauge _____
c. Cemented/grouted interval, from surface ft. to 38 ft.
Amount of cement/grout used _____ type D-7' beatmate, 7-80' neat cement
(example: 10 sacks) (example: bentonite pellets)
d. Type of completion ☐ Customized perforations ☐ Open hole ☒ Factory screen
Type of perforator used _____
Size of perforations _____ inches by _____ inches.
Number of perforations and depths where perforated
_____ perforations from _____ ft. to _____ ft.
_____ perforations from _____ ft. to _____ ft.
Open hole from _____ ft. to _____ ft.
Well screen details
Diameter 8" slot size 0.020 set from 80 ft. to 90 ft.
Diameter _____ slot size _____ set from _____ ft. to _____ ft.
e. Well development method over pumping How long was well developed? 1 hr
f. Was a filter/gravel pack installed? ☐ Yes ☒ No Size of sand/gravel _____
Filter/gravel pack installed from _____ ft. to _____ ft.
g. Was surface casing used? ☒ Yes ☐ No Was it cemented in place? ☐ Yes ☒ No
Surface casing installed from _____ ft. to _____ ft.
- NAME AND ADDRESS OF DRILLING COMPANY Daniel Denning Well Drilling; 4084 E 129 N; Idaho Falls, ID 83401
- DATE OF COMPLETION OF WELL (including pump installation) OR SPRING (first used) April 8, 2014
- PUMP INFORMATION Manufacturer Goulds 65L05 Type 3 phase motor
Source of power Electric Horsepower 5 Depth of pump setting or intake 91'10" ft.
Amount of water being pumped 85 gal./min.* (For springs or flowing wells, see item 10)
Total volumetric quantity used per calendar year.* 22 million gallons
*If these amounts exceed permitted amount an enlargement is required.
- FLOWING WELL OR SPRING (Owner is responsible for control of flowing well)
If artesian flow or spring, yield is _____ gal./min. *Surface pressure is _____ lb./sq.inch, or _____ feet of water.
The flow is controlled by ☐ Valve ☐ Cap ☐ Plug
Does well leak around casing? ☐ Yes ☐ No

Permit No. U.W. 201234Book No. 1447 Page No. 34

SEE REVERSE SIDE

11. IF SPRING, HOW WAS IT CONSTRUCTED? (Some method of artificial diversion, i.e., spring box, cribbing, etc., is necessary to qualify for a water right)

12. PUMP TEST Was a pump test conducted? ☒ Yes ☐ No

If so, by whom Daniel Denning Well Drilling

Yield 85 gal./min. with less than 1 ft. drawdown after 1 hours

Yield _____ gal./min. with _____ ft. drawdown after _____ hours
 _____ gal./min. with _____ ft. drawdown after _____ hours

13. LOG OF WELL Total depth drilled 92 ft

Depth of completed well 92 ft. Diameter of well _____ inches

Depth to first water bearing formation 45 ft.

Depth to principal water bearing formation Top 45 ft. to Bottom 92 ft.

DRILL CUTTINGS DESCRIPTION

[illegible]

14. DOES A GEOPHYSICAL LOG ACCOMPANY THIS FORM? ☐ Yes ☒ No

- ## 15. QUALITY OF WATER INFORMATION

Does a chemical and/or bacteriological water quality analysis accompany this form?
It is recommended that chemical and/or bacteriological water quality analysis accompany this form.

☐ Yes ☒ No

It is recommended that chemical and bacteriologic water quality analyses be performed and that the report(s) be filed with the records of this well (contact Department of Agriculture, Analytical Lab Services, Laramie, 742-2984).
If not, do you consider the water as: ☐ Yes ☒ No

If not, do you consider the water as ☒ Good ☐ Acceptable ☐ Poor ☐ Unusable

REMARKS An air tube was installed to an approximate depth of 55 feet.

Unknown amount of cement/grout used. 1B

Under penalties of perjury, I declare that I have examined this form and to the best of my knowledge and belief it is true, correct, and complete, based on information provided by: Daniel Denning Well Drilling.

Jorgensen Associates, P.C.; Authorized Agent

By: Francesca Paolucci-Rice

By: Francesca Paolucci-Rice
Francesca Paolucci-Rice
 Signature of Owner or Authorized Agent

Signature of Owner or Authorized Agent

December 15, 2014
Date

Date _____

FOR STATE ENGINEER'S USE ONLY

Permit No. U.W. 201234

Date of Receipt DEC 17 2014 .20

Date of Priority October 21 2013

Date of Approval Feb 19 2015

Heidi Ben
for State Engineer

for State Engineer



State Engineer's Office

HERSCHLER BUILDING, 4-E CHEYENNE, WYOMING 82002
(307) 777-7354 FAX (307) 777-5451

<http://seo.state.wy.us/>

MATTHEW H. MEAD
GOVERNOR

PATRICK T. TYRRELL
STATE ENGINEER

November 8, 2013

Jackson Hole Airport Board
Po Box 159
Jackson, Wyoming 83001

Dear Applicant or Agent:

You are advised that the State Engineer approved the following application(s) to appropriate ground water for Miscellaneous-- Ground Water (Car Wash Facilities), Miscellaneous-- Ground Water (Potable & Sanitary Supply for churches, schools, m) on November 7, 2013. A copy of each permit is enclosed. Also enclosed are forms and instructions for submitting data to the State Engineer relating to the completion of the well and the beneficial use of the water, as required by law.

PERMIT NUMBER - WELL NAME

U.W. 201234 - Airport Treatment Plant #1 Well

WELL LOCATION - SE1/4SW1/4 14-042N-116W

By statute the well must be completed and the water beneficially utilized by -DECEMBER 31, 2014. ***IF THE REQUIRED NOTICES ARE NOT RETURNED TO THIS OFFICE WITHIN THE STATUTORY TIME LIMITS SET FORTH, THE PERMIT(S) WILL BE SUBJECT TO CANCELLATION, WHICH ACTS AS A FORFEITURE OF THE WATER RIGHT GRANTED BY THIS PERMIT.***

An extension of time may be requested for completion of work when good reason is provided. A request for such extension must be received in the State Engineers Office prior to the expiration date shown on the permit. Requests for extension of time must indicate due diligence on the part of the applicant to comply with the time limits imposed by this permit. ***(PLEASE NOTE: The conditions and limitations of your permit may NOT allow an extension of time.)***

PLEASE NOTE: As per the requirements of the form U.W. 8, a Certificate of Ownership must accompany this form along with an acceptable Map to Accompany Proof of Appropriation and Beneficial Use of Groundwater per Chapter VI, SEO-GW Rules and Regulations Part II Instructions for Maps to Accompany Appropriations and Beneficial Use of GW

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Lindemann", is written over a horizontal line.

Lisa Lindemann, Administrator
Ground Water Division

xc: DIV 4 (16)

Surface Water
(307) 777-6475

Ground Water
(307) 777-6163

Board of Control
(307) 777-6178



SCANNED OCT 22 2013

October 17, 2013

Ms. Lisa Lindemann, Administrator
Ground Water Division of the State Engineer's Office
Herschler Building, 4E 122 West 25th Street
Cheyenne, Wyoming 82002
307-777-6163
VIA Certified Return Receipt Mail

Re: Airport Treatment Plant #1 Well, U.W. 5 Application
Project No. 08013.02

Dear Ms. Lindemann,

For processing, please find enclosed the following items:

- Application for Permit to Appropriate Ground Water, U.W. 5 for the above-referenced well,
- Jorgensen Associates, P.C. check no. 40472 in the amount of \$75 for the application fee.

Should you have any questions or require additional information, please do not hesitate to contact me at our office. Thank you for your assistance.

Sincerely,
JORGENSEN ASSOCIATES, P.C.

Thomas Kirsten
Wyoming PE 6821

Encl.



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

1/21/13 12:00 PM

FORM UW5-18751
Rev. 6/07
FILING FEE SCHEDULE
ON REVERSE SIDE

STATE OF WYOMING
OFFICE OF THE STATE ENGINEER
HERSCHLER BLDG., 4-E CHEYENNE, WYOMING 82002
(307) 777-6163

APPLICATION FOR PERMIT TO APPROPRIATE GROUND WATER

APPLICATION FOR WELLS AND SPRINGS

Note: Only springs flowing 25 gallons per minute or less, where the proposed use is domestic and /or stock watering, will be considered as ground water appropriations.

FOR OFFICE USE ONLY

Temporary Filing No. U.W. 43-3-324W

PERMIT NO. U.W. _____
WATER DIVISION NO. 4 DISTRICT 16
U.W. DISTRICT Teton

NOTE: Do not fold this form. Use typewriter or print neatly with black ink.
ALL ITEMS MUST BE COMPLETED BEFORE APPLICATION IS ACCEPTABLE

AIRPORT TREATMENT PLANT
#1 WELL

NAME AND NUMBER OF WELL or SPRING

1. Name of applicant(s) JACKSON HOLE AIRPORT BOARD Phone: 307-733-7695
PO BOX 159 JACKSON Wyoming 83001
(MAILING ADDRESS) (CITY) (STATE) (ZIP)
2. Address of applicant(s) THOMAS KIRSTEN, JORGENSEN ASSOCIATES, P.C.
PO BOX 9550 JACKSON Wyoming 83001 Phone: 307-733-5150
(MAILING ADDRESS) (CITY) (STATE) (ZIP)
3. Name & address of agent to receive correspondence and notices

4. Use to which the water will be applied:

- ☐ Domestic: Use of water in 3 single family dwellings or less, noncommercial watering of lawns and gardens totaling one acre or less. Number of houses served? _____.
- ☐ Stock Watering: Normal livestock use at four tanks or less within one mile of well or spring. Stockwatering pipelines and commercial feedlots are a miscellaneous use. Number of stock tanks? _____.
- ☐ Irrigation: Watering of any lands for agricultural purposes not covered by the definition of domestic use (large-scale lawn watering of golf courses, cemeteries, recreation areas, etc., is miscellaneous use).
- ☐ Municipal: Use of water in incorporated Towns and Cities. Note 1: use of water in unincorporated towns, subdivisions, improvement districts, mobile home parks, etc. is classified as miscellaneous use. Note 2: a permit may be required by the Wyoming Department of Environmental Quality (WDEQ) if the well will be classified as a public water supply under the WDEQ's rules and regulations.
- ☐ Industrial: Long term use of water for the manufacture of a product or production of oil/gas or other minerals (oil field water flood operations, power plant water supply, etc.). (Describe in REMARKS)
- ☒ Miscellaneous: Any use of water not defined under previous definitions such as stock water pipelines, subdivisions, mine dewatering, mineral/oil exploration drilling, potable supplies in office, etc. (Describe in Remarks). Note: a permit may be required by the WDEQ if the well will be classified as a public water supply under the WDEQ's rules and regulations.
- ☐ Coalbed Methane Water produced in the production of coal bed methane gas. Note: wells used in the production of coal bed methane gas will require a permit from the Wyoming Oil and Gas Conservation Commission.
- ☐ Monitor, Observation Note: a WDEQ permit may be required ☐ Test Well: (Describe in REMARKS)

5. Location of the well or spring: (NOTE: Quarter-quarter (40 acre subdivision) MUST be shown. EXAMPLE: SE 1/4 NW 1/4 of Sec. 12, Township 14 North, Range 68 West.)
Teton County, SE 1/4 SW 1/4 of Sec. 14, T. 042N, R. 116W of the 6th P.M. (W.R.M.), Wyoming. If located in a platted subdivision, also provide Lot/Tract _____ Block _____ of the _____ Subdivision (or Add'n) of Teton. Resurvey Location: Tract _____, (or Lot) _____.

6. Estimated depth of the well or spring is 120 feet. Estimated production interval is 80 ft. to 120 ft.

7. (a) MAXIMUM instantaneous flow of water to be developed and beneficially used: 100 gallons per minute. NOTE: if for domestic and / or stock use, this application will be processed for a maximum of 25 gallons per minute. For a spring, after approval of this application, some type of artificial diversion or improvement must be constructed to qualify for a water right.

(b) MAXIMUM volumetric quantity of water to be developed and beneficially used per calendar year: 22000000 gallons. Circle appropriate units: (Gallons) (Acre Feet) A four person family utilizes approximately one (1) acre-foot of water per year or 325,000 gallons.

8. Mark the point(s) or area(s) of use in the tabulation box below. Note: Upper row refers to the quarter of the section. Next row refers to the quarter of the quarter section.

TABULATION BOX																			TOTAL
TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
			(See Attachment Sheet.)																

SEE REVERSE SIDE

9. If for irrigation use:
- Describe MAXIMUM acreage to be irrigated in each 40 acre subdivision in the tabulation table.
 - ☐ Land will be irrigated by this well only.
 - ☐ Land is irrigated from existing water right(s) with water from this well to be additional supply. Describe existing water right(s) under REMARKS.

10. If for irrigation use, describe method of irrigation, i.e. center pivot sprinkler, flood, etc.: _____

11. The well or spring is to be constructed on lands owned by U.S.D.I. , NATIONAL PARK SERVICES
(The granting of a permit does not constitute the granting of a right-of-way. If any easement or right-of-way is necessary in connection with this application, it should be understood that the responsibility is the applicant's. A copy of the agreement should accompany this application, if the land is privately owned and the owner is not the co-applicant.)

12. The water is to be used on lands owned by JACKSON HOLE AIRPORT BOARD
(If the landowner is not the applicant, a copy of the agreement relating to the usage of the appropriated water on the land should be submitted to this office. If the landowner is included as co-applicant on the application, this procedure need not be followed.) NOTE: Water rights attach to the area(s) and/or point(s) of use.

REMARKS: Well will supply water for potable, sanitary, and associated uses for a wastewater treatment plant and car wash.
Well will supply water for potable, sanitary, and associated uses for a wastewater treatment plant and car wash.

Under penalties of perjury, I declare that I have examined this application and to the best of my knowledge and belief it is true, correct and complete.

THOMAS KIRSTEN

Signature of Applicant or Authorized Agent

October 17

Date

, 2013

THE LEGALLY REQUIRED FILING FEE MUST ACCOMPANY THIS APPLICATION

DOMESTIC AND/OR STOCK WATERING USES (Domestic use is defined as use of water in 3 single family dwellings or less, noncommercial watering of lawns and gardens totalling one acre or less.)	\$50.00
COAL BED METHANE USE	\$50.00
IRRIGATION, MUNICIPAL, INDUSTRIAL, MISCELLANEOUS USES	\$75.00
MONITOR (For water level measurements or chemical quality sampling) or TEST WELL USES	No Fee

IF WELL WILL SERVE MULTIPLE USES, SUBMIT ONLY ONE (THE HIGHER) FILING FEE.

THIS SECTION IS NOT TO BE FILLED IN BY APPLICANT

THE STATE OF WYOMING)
) ss.

STATE ENGINEER'S OFFICE)

This instrument was received and filed for record on the 21 day of October, A.D. 20 13, at 12:00 o'clock P M.

Permit No. U.W. _____

for State Engineer

THIS IS TO CERTIFY that I have examined the foregoing application and do hereby grant the same subject to the following limitations and conditions:

This application is approved subject to the condition that the proposed use shall not interfere with any existing rights to ground water from the same source of supply and is subject to regulation and correlation with surface water rights, if the ground and surface waters are interconnected. The use of water hereunder is subject to the further provisions of Chapter 169, Session Laws of Wyoming, 1957, and any subsequent amendments thereto.

Granting of a permit does not guarantee the right to have the water level or artesian pressure in the well maintained at any specific level. The well should be constructed to a depth adequate to allow for the maximum development and beneficial use of ground water in the source of supply.

If the well is a flowing artesian well, it shall be so constructed and equipped that the flow may be shut off when not in use without loss of water into sub-surface formations or at the land surface.

Coal Bed Methane wells have Additional Conditions and Limitations on attachment sheet.

Approval of this application may be considered as authorization to proceed with construction of the proposed well or spring. A Statement of Completion will be filed within thirty (30) days of completion of construction, including pump installation.

Completion of construction and completion of the beneficial use of water for the purposes specified in Item 4 of this application will be made by _____

The amount of appropriation shall be limited to the quantity to which permittee is entitled as determined at time of proof of application of water to beneficial use.

Witness my hand this _____ day of _____, A.D. 20 _____.

Patrick T. Tyrrell, State Engineer

TWN	RGE	SEC	NE1/4				NW1/4				SW1/4				SE1/4				TOTAL
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
Unknown																			
042N	116W	14												A X					
Unknown																			
042N	116W	14												A X					
Total Acreage																			0.00

TWN	RGE	SEC	NE1/4				NW1/4				SW1/4				SE1/4				TOTAL
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
Unknown																			
042N	116W	14												A X					
Unknown																			
042N	116W	14												A X					
Total Acreage																			0.00

07 OTHER

Grand Teton National Park

AIRPORT TREATMENT PLANT #1 WELL (PERMIT UW - 201234)

Other Supporting Information

SCANNED DEC 17 2014

**THIRD AMENDMENT TO THE
AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
AND THE JACKSON HOLE AIRPORT BOARD**

This Third Amendment to the Agreement Between the United States Department of the Interior and the Jackson Hole Airport Board is entered into effective the 18 day of May, 2011 by and between the Jackson Hole Airport Board, a body corporate organized under the laws of the State of Wyoming (the "Board") and the United States of America, acting through the Department of the Interior (the "Department").

WHEREAS, the Jackson Hole Airport (the "Airport") was established at its present location in the 1930's, has been served by commercial airlines since 1941;

WHEREAS, the Act of March 18, 1950, 16 U.S.C. §§7a-7e authorizes the Secretary of the Interior to enter into agreements with public agencies, such as the Board, for the improvement, operation and maintenance of airports within national parks;

WHEREAS, pursuant to said Act, the Department and the Board entered into an Agreement dated April 27, 1983, as amended July 29, 1985 and July 30, 2003 (the "Agreement"), for the operation of the Airport within Grand Teton National Park (the "Park");

WHEREAS, the Agreement provides for a term of 30 years, and grants the Board two 10-year options to renew, which options have been exercised by the Board;

WHEREAS, to facilitate its qualification for Federal Aviation Administration Grants In-Aid and for appropriate amortization of costs of improvement, including navigation and noise abatement aids, the Board has requested that it be granted two additional 10-year options to renew the Agreement term; and

WHEREAS, the Board is in material compliance with the terms and conditions of the Agreement, and the Department has complied with the requirements of the National Environmental Policy Act with respect to this proposal.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The first sentence of Section 1(a) of the Agreement is amended by striking all after the semicolon and substituting the following in lieu thereof: "provided, that at the end of the 10th year of said 30-year term and within 120 days prior to the end of each 10-year period thereafter the Board shall have the option to renew this Agreement for an additional 10-year term, unless the Department has given the Board notice that the Board has not substantially and satisfactorily complied with all of the essential terms and conditions of this Agreement, in which event (a) the Board may not exercise an option until the Department determines that such failure of compliance has been cured by the Board, or (b) the Board has obtained a judicial determination that it is in such compliance. In either of these events, the Board's time for option exercise shall be extended until 30 days after its receipt of either determination."
2. The last sentence of Section 1(a) of the Agreement is amended by striking the word "50" and substituting "70" in lieu thereof.
3. Section 12 of the Agreement is deleted and replaced with the following:

12. Cooperation. Review of Agreement Terms and Mitigation Measures. The parties agree to confer with each other from time to time during the term of this Agreement relative to any changed circumstances, including without limitation any technological advances which are available on a commercially reasonable basis relative to operations at the Airport. In addition, the parties agree to comprehensively review the terms and conditions of this Agreement, from time to time during any term

of this Agreement, but no less often than every five (5) years, and (a) discuss whether any amendments to this Agreement would result in better ensuring that the Airport remains compatible with the purposes and values of Grand Teton National Park, would improve the safety and efficiency of Park and/or Airport operations, or other such amendments as the parties deem appropriate, and (b) discuss and identify mitigation measures which may then be available to comply with the requirements of Section 4(i) of this Agreement.

4. Section 4 of the Agreement is amended by adding to the end thereof a new paragraph (i) which reads as follows:

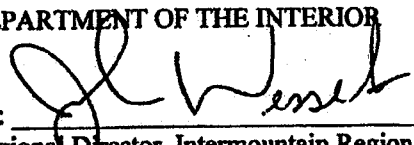
(i) Mitigation of Effects. In addition to meeting the cumulative and single event standards set forth above, the Board shall seek to further reduce noise and other negative environmental impacts associated with the Airport. The Board will act in good faith and in coordination and cooperation with the National Park Service to develop and implement such reasonable and cost-effective mitigation measures as may be available to reduce environmental impacts on the Park to the lowest practicable levels consistent with the safe and efficient operations of the Airport, and with applicable law and contractual obligations.

Nothing in this paragraph 4 (i) shall require the Board to pursue or implement any mitigation or other measure which would result in a violation of law, or FAA grant agreements and assurances, or the Board's other contractual obligations existing on August 1, 2010, or for which funding is not reasonably available, or which would result in a *de minimis* environmental benefit when compared to costs.

5. Section 13 of the Agreement is amended by adding to the end thereof a new paragraph (h) which reads as follows:

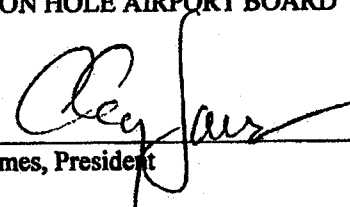
(h) Biennial Report. By March 31, 2012, and each two years thereafter, the Board shall submit a report to the National Park Service describing the Board's activities and operations for the previous two calendar years, its efforts at reducing negative environmental impacts, and specifically its efforts to reduce its noise impacts on the Park. The National Park Service shall acknowledge receipt of and respond to each such report within 120-days of receipt.

UNITED STATES
DEPARTMENT OF THE INTERIOR

By: 
Regional Director, Intermountain Region,
National Park Service

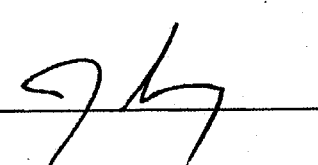
Date: 16 May 2011

JACKSON HOLE AIRPORT BOARD

By: 
Clay James, President

Date: 18 May 2011

ATTEST:


Secretary

Date: 18 May 2011

SCANNED DEC 17 2014

MAY 14 2004 03:33PM

FIVE-MINUTE SECTION

0011000000

FIVE-MINUTE SECTION

U.S. AIRPORT BOARD

**SECOND AMENDMENT
TO THE
AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
AND THE JACKSON HOLE AIRPORT BOARD**

This Second Amendment to the Agreement Between the United States Department of the Interior and the Jackson Hole Airport Board is entered into effective the 30th day of July, 2003 by and between the Jackson Hole Airport Board, a body corporate organized under the laws of the State of Wyoming (the "Board") and the United States of America, acting through the Department of the Interior (the "Department").

WHEREAS, the Act of March 18, 1950, 16 U.S.C. § 7a-7e authorizes the Secretary of the Interior to enter into agreements with public agencies, such as the Board, for the improvement, operation and maintenance of airports within national parks;

WHEREAS, pursuant to said Act, the Department and the Board entered into an Agreement dated April 27, 1983, as amended July 29, 1985 (the "Agreement"), for the operation of the Jackson Hole Airport within Grand Teton National Park;

WHEREAS, the Department proposes to construct a helicopter facility on the Airport at a location outside the development subzone, and the Board desires to facilitate such construction, under mutually agreeable terms; and

WHEREAS, the Department has complied with the requirements of the National Environmental Policy Act with respect to its proposed construction of a helicopter facility at such location on the Airport.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Agreement is amended by adding a new Section 7(f) as follows:
 - (f) **Department Helicopter Facility.** Notwithstanding anything to the contrary herein, the parties agree that the Department may construct, operate and maintain a helicopter facility (the "Helibase") at a location generally depicted on the annexed Attachment G. The construction, operation and maintenance of the Helibase shall be contingent upon and subject to the terms of a separate agreement to be negotiated and executed by the parties.

2. The Agreement is further amended by adding a new Subsection 4(i) as follows:

(i) Exemption for Certain Operations Necessary for Public Health and Safety. Notwithstanding anything in this Section 4 to the contrary, in recognition that the helicopter operations from the Helibase authorized in Section 7(f) of this Agreement are conducted for purposes of public health and safety, and/or in direct furtherance of the mission of federal resource management agencies, the Board is relieved of its obligation under Paragraph 4(e) above, to notify operators of aircraft originating from the Helibase to avoid noise sensitive areas of Grand Teton National Park, or to take efforts to limit the approaches and departure routes of such aircraft, and such aircraft operations shall be exempt from the single event limit, and shall not count against the cumulative noise limits of Subsections 4(f) and (g) above.

3. Other than as set forth in Paragraph 1 above, the Agreement shall not be otherwise amended, but shall remain in full force and effect in accordance with its terms.

JACKSON HOLE AIRPORT BOARD

By: [Signature]
President

Date: 07/30/03

ATTEST:

[Signature: Michelle Buschow]
For Secretary

Date: 7/30/03

UNITED STATES DEPARTMENT OF
THE INTERIOR

By: [Signature]
Regional Director, Intermountain
Region, National Park Service

Date: 7/21/03

SCANNED DEC 17 2014

AMENDMENT TO THE
"AGREEMENT BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
AND THE
JACKSON HOLE AIRPORT BOARD,"
DATED APRIL 27, 1983

This amendment is entered into pursuant to Section 1(b) and Section 12 of the subject agreement.

The first sentence in the third paragraph of Section 4(e) of the subject agreement is hereby amended to read as follows: *6.1.8.2.m.*

"The Board shall implement all measures contained in the revised plan as soon as is practicable, but no later than two (2) years from the effective date of this agreement. The Board shall take reasonable, timely, and diligent actions to secure Department of Transportation approval by November 14, 1985, that the revised plan is in accordance with FAR Part 150; shall timely amend said plan if necessary to obtain Department of Transportation approval; and shall implement any such amended revised plan as soon as is practicable after receiving approval, but no later than thirty (30) days thereafter."

Further, Section 5 of the subject agreement is hereby amended to read as follows:

"In the event the Board shall be in default due to its failure to perform any of the terms and conditions set forth in this agreement, the Department shall be entitled to terminate this agreement. The agreement may not be terminated without giving the Board an opportunity for a hearing on the merits as to the alleged default and without providing the Board a reasonable period within which to cure the default. This reasonable period shall be such time as will be sufficient to provide the Board with an opportunity to cure the default and shall be thirty (30) days from receipt of notice of default, or in the case of a default in the requirements of Section 4(f) of this agreement, ninety (90) days from receipt of notice of default; unless the Board shall demonstrate in writing and the Department shall concur, such concurrence not to be unreasonably withheld, that a longer period is necessary to provide the Board with an opportunity to cure the default."

ATTEST:

John W. Richards
Secretary

July 29, 1985
Date

JACKSON HOLE AIRPORT BOARD

By: *T. L. Myer*
President

July 29, 1985
Date

UNITED STATES DEPARTMENT OF THE INTERIOR

By: *Lorraine Nintmeyer*
Regional Director, Rocky Mountain Region
National Park Service

JUL 19 1985
Date

SCANNED DEC 17 2014

AGREEMENT BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
AND THE
JACKSON HOLE AIRPORT BOARD

This agreement is entered into pursuant to the Act of March 18, 1950, 16 U.S.C. 7a-7e, by the United States of America acting through the Department of the Interior (Department) as represented by the Secretary of the Interior, and the Jackson Hole Airport Board (Board) which is an organization created under the laws of the State of Wyoming by Resolution of the Board of County Commissioners of Teton County, Wyoming and Ordinance of the Town of Jackson, Wyoming.

The Board has operated, and is presently operating an airport in Grand Teton National Park under permits with the U.S. Department of the Interior, National Park Service, presently scheduled to expire on April 25, 1995. 1/

The Secretary of the Interior has determined that the continued operation of such airport is necessary to the proper performance of the functions of the Department and that no feasible and prudent alternatives thereto exist. It is, therefore, the desire of the parties that this agreement be executed to extend the term of the present permit to provide a mechanism to facilitate the qualification for Federal Aviation Administration grants-in-aid and for appropriate amortization of improvement costs, to make necessary changes in the terms thereof, and to set forth more precisely the mutual obligations and responsibilities of the parties.

1/ Special Use Permits Nos. 14-10-217-146, April 29, 1955 and 1450-9-9022, August 1, 1979.

SP# 1460830018

TERMS AND CONDITIONS

1. TERM OF AGREEMENT.

(a) Term. This agreement shall be effective upon the date of the last signature hereto and for a primary term of 30 years thereafter; provided, that at the end of the 10th year of said 30-year term and at the end of each 10-year period thereafter the Board shall have an option to renew this agreement for an additional 10-year term if the Board has substantially and satisfactorily complied with all of the essential terms and conditions of this agreement. The term of this agreement, as extended, shall not exceed 50 years.

(b) Extensions and Modifications. Further extensions, amendments or modifications may be negotiated by the parties on mutually satisfactory terms. Furthermore, upon expiration of the agreement the Parties agree to negotiate in good faith a mutually satisfactory extension of the agreement.

2. DESCRIPTION OF LAND.

During the term of this agreement the Board is authorized to use the following described land in Grand Teton National Park, to wit:

Beginning at the SW corner of the NW 1/4, NW 1/4, Section 23, T. 42N., R. 116W., 6th Principal Meridian, running northward along the section line to the NW corner of the SW 1/4, Section 14. Then northwest to a point 280 feet south and 310 feet west of the NW corner of the SW 1/4, NW 1/4, Section 14; thence NE to the NW corner of the SW 1/4, NW 1/4, Section 14. Then NE to the NE corner NW 1/4, NW 1/4, Section 14, and then NE to a point 500 feet north and 250 feet east of the SW corner of the NW 1/4, NE 1/4, Section 11. Then in an easterly direction to a point 550 feet east of the SW corner of the NE 1/4, NE 1/4, Section 11; thence southward to the NW corner SW 1/4, NE 1/4, Section 14; then along the 1/4 section line to the center 1/4 corner of Section 14. Then southwesterly to the NE

corner, NW 1/4, NW 1/4, Section 23, and then south to the SE corner, NW 1/4, NW 1/4, Section 23, and then west to the point of beginning.

Said area contains + 533 acres for the purpose of operating a public airport facility pursuant to the Act of March 18, 1950, as amended, supra.

In addition to those lands legally described above, additional lands, approximately 4.37 acres, are hereby assigned for the purpose of allowing the Airport Board to use and maintain the access road from U.S. Highway 26/89 that serves the airport. The extent of this additional land shall be 30 feet on each side of the center line for the sole purpose of maintenance and operation of the existing access road, which is approximately .6 mile in length. Maximum paving width on any future repaving shall not exceed a total of 24 feet. In advance of any reconstruction of the road, plans shall be reviewed by the National Park Service in accordance with section 7 of this agreement.

3. PAYMENTS.

In consideration of the permission to use the land described above and the other terms and conditions herein specified, the Board shall perform snow removal services for the airport access road and parking lots and maintain the access road as set forth in Section 7(e) of this agreement (which services were formerly performed by the Department), and pay to the United States the sum of one percent of the first \$200,000 of Operating Receipts of the Board (excluding grants and revolving funds, as listed in Attachment A) and one-and-one-half percent of any Operating Receipts of the Board exceeding \$200,000. "Operating Receipts" as used in this subparagraph means those funds received by the Board as the result of operations carried on at the airport and do not include federal, state or local grants, loan receipts, revolving funds, interest income or receipts from the Town of Jackson or Teton County, Wyoming. This fee shall be payable within sixty (60) days following the close of the Board's fiscal year and shall be paid to the Superintendent of Grand Teton National Park.

An interest charge will be assessed on overdue amounts for each 30 day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

4. REGULATIONS AND AIRPORT OPERATION.

(a) General. In the operation of the airport, the Board shall comply with all applicable Federal rules and regulations. The Board will be notified and afforded an opportunity to comment on any regulations proposed by the Department affecting airport operations.

(b) Management Responsibility. The Board is deemed the operator of the airport as defined in the applicable Department of Transportation regulations, and, as such, is solely responsible for the operation, management, utilization and maintenance thereof. The Board shall consult with the Department on such matters as may significantly affect the proper performance of the functions of the Department.

(c) Federal Aviation Administration Regulations. Airport operations must comply with the regulations of the Federal Aviation Administration governing operations of airports of this class and size.

(d) Federal Aviation Administration Special Use Permits. Special Use Permits issued to the Federal Aviation Administration for ILS/DME Clear Zones, Localizer Facility Sites, TVOR, RCAG and VASI facilities and related facilities, some within and other outside the established Airport boundary, as specified in the attached map (Attachment B), take precedence over other airport uses.

(e) Noise Control Plan. The Board's existing noise control plan will remain in effect, except as specifically modified by this agreement. Within twenty (20) months of the effective date of this agreement, the Board shall complete a revised plan based upon Federal Aviation Administration regulations, FAR Part 150, (14 C.F.R. Part 150) which utilizes the latest in noise mitigation technology and procedures. The revised plan will be developed in a comprehensive study to consider all of the relevant environmental, economic, and operational considerations.

The primary objective of the revised plan shall be to ensure that future airport operations are controlled in such a manner that aircraft noise exposure will remain compatible with the purposes of Grand Teton National Park and will result in no significant increase in cumulative or single event noise impacts on noise sensitive areas of the Park. See Attachments C (Figure 1) and D (Figure 2). The revised plan shall also seek to ensure

that airport operations are conducted in such a manner that aircraft noise exposure will be reasonably compatible with other adjacent land uses.

The Board shall implement all measures contained in the revised plan, as approved by the Department of Transportation, as soon as is practicable thereafter, but no later than two (2) years from the effective date of this agreement. The Board, on a continuous basis thereafter, will review and amend the plan to incorporate new prudent and feasible technological advances which would allow further reduction in noise impacts on Grand Teton National Park, and such amendments shall be implemented by the Board as soon as is practicable following approval by the Department of Transportation.

amended
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The Board will take all reasonable measures to notify aircraft operators to avoid noise sensitive areas of Grand Teton National Park. The Board will maintain records of complaints of aircraft violating the FAA airspace advisory of 2,000 feet above ground level over Grand Teton National Park and notify the appropriate FAA Flight Standards Office of all such complaints. Further, to the extent feasible, the Board will limit airport approaches from and departures to the north, and encourage pilots taking off to or approaching from the north to maintain a course east of U.S. Highway 26/89 north of Moose.

(f) Cumulative Noise Standards. The cumulative noise standards specified below will be enforced as soon as practicable after the effective date of the agreement, but no later than two (2) years. Failure to enforce these noise standards shall be a material breach of the agreement. Compliance with the noise standards will be determined through the collection of noise measurement data over the periods identified and locations specified in this agreement.

(1) Acoustical energy associated with airport operations shall not exceed a level of 45 dB (Ldn), as determined by calculations set out below, based on measurement of single event noise levels, west of a line drawn between the southwest corner of Section 3, Township 42 North, Range 116 West, and the northeast corner of Section 30, Township 44 North, Range 115 West, and no further north than the north section line of Sections 26, 27, 28, and 29, Township 44 North, Range 115 West. Monitoring station(s) shall be located approximately along the line described above in this paragraph.

Determinations of the 45 dB (Ldn) levels will be made using the following methods and calculation procedures:

a. Noise Metrics/Noise Measurement Equipment: Single event noise levels shall be measured using a Type 1 Precision Integrating Sound Level Meter (PISLM) or equivalent system capable of displaying:

1. Sound Exposure Level (SEL), the single event acoustical dose (also expressed L_{AE}).
2. Maximum A-Weighted Sound Level (dBA), measured using SLOW dynamic response, (also expressed as L_{ASm}).
3. All measurement equipment and measurement practices shall comply with International Electrotechnical Commission Publication 651 (IEC-651).

b. Data Reporting: For each single event aircraft noise measurement it is necessary to provide the following:

1. Aircraft type, air carrier identification
2. Type of operation (landing or takeoff)
3. dBA
4. SEL
5. Graphic Level Time History (optional)
6. Time of maximum dBA occurrence
7. Airport reported wind, direction and speed temperature.

c. Determination of Statistical Average Sound Levels for Aircraft Type.

1. For each aircraft type within the airport mix determine a mean SEL and dBA value along with standard deviation for both approach and departure operational modes. These mean values must in each case reflect a statistical population of events which in turn reflect the yearly average airport operational characteristics including low wind (i.e., less than 10 knots), average temperature, and representative trip length.

2. For each determination of average sound exposure level (SEL) it is necessary to acquire a population sample size necessary to achieve a 90% confidence interval of ± 1.5 dB.

(2) Further, airport operations will not generate a 55 Ldn noise contour which extends beyond the boundary of the noise sensitive areas of the park as set forth in Attachments C (Figure 1) and D (Figure 2), which has been established based on the environmental resource needs of the park.

The 55 Ldn contour will be determined from the FAA Integrated Noise Model, Version 3.8, using the most current airport operations, including aircraft operation, flight tracks and time of operation. The noise contour shall then be validated using a measured estimate of the yearly average Ldn. The estimate shall be based on a sample of measured 24-hour Ldn values for not less than ten (10) days, each day characterized by nominal yearly-average operational characteristics. The estimate shall be reported along with the 90% confidence interval (CI). If the 90% CI exceeds 1.5 dB, the sample size shall be increased until a 90% CI of 1.5 dB is attained. Noise data shall be measured using appropriate acoustical engineering methodology as defined in American National Standards Institute (ANSI) and International Electrotechnical Commission (IEC) publications, and at location(s) agreed to by the Airport Board and the National Park Service.

(g) Single Event Noise Standard. No aircraft will be permitted to operate at the Jackson Hole Airport which has a single event noise level which exceeds 92 on the dBA scale on approach.

The single event noise standard specified above will be enforced as soon as practicable after the effective date of the agreement, but no later than 6 months. Failure to enforce this noise standard shall be a material breach of the agreement.

Compliance with the single event noise standard above will be determined by reference to Federal Aviation Administration Advisory Circular 36-3B, or the version of that document currently in effect. No adjustments for gross weight will be allowed. Aircraft types and models which are not listed in Advisory Circular 36-3B will be allowed to operate if the FAA determines that the aircraft type and model would meet the noise limits stated below if it were tested according to FAA procedures and the operator obtains approval from the Airport Board certifying that operation of the aircraft is compatible with conditions for operation of the airport.

(h) Commercial Scenic, Charter, and Training Flights. The Board agrees that it will insert in all subcontracts involving aircraft operations, and take reasonable measures to enforce, a provision prohibiting the origination of commercial scenic or charter flights, as well as aircraft training operations, over noise sensitive areas of the park, (see Attachments C (Figure 1) and D (Figure 2)), except when instrument operations are required to or

from the north by weather conditions or for instrument flight training, or are desirable for night time operations and except when required to utilize Victor (VOR-Federal) airways; provided, however, the above instrument operations not specifically required by weather conditions must be conducted under Instrument Flight Rules (IFR) and cleared through FAA Air Traffic Control, and Victor airways must be intercepted outside the noise sensitive areas of the park at the minimum en route altitude prescribed for the airway and aircraft must maintain at least that altitude over the noise sensitive areas of the park.

5. REVOCATION.

In the event the Board shall be in default due to its failure to perform any of the terms and conditions set forth in this agreement, the Department shall be entitled to terminate this agreement. The agreement may not be terminated without giving the Board an opportunity for a hearing on the merits as to the alleged default and without providing the Board a reasonable period within which to cure the alleged default. This reasonable period shall be such time as will be sufficient to provide the Board with an opportunity to cure the alleged default and, shall, in any event, not be less than ninety (90) days.

amew
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6. ASSIGNMENT.

This agreement may not be assigned or transferred without the written consent of the Department, provided, however, this provision shall not be construed to prevent assignments for the purpose of obtaining financing, transfers by operation of law, or to successor governmental authorities.

7. IMPROVEMENTS.

(a) General Construction. The Board may construct or install upon the lands included in this agreement such buildings, structures, or other improvements and build or construct such roads as are necessary and desirable for the operations permitted hereunder in the development subzone as marked on Attachment B. In addition, the Board may construct additional aircraft parking in the area marked on the attached map. The Board may not, however, do any of the following:

- (1) Install any improvements other than navigational and safety aids west of the existing runway.
- (2) Construct or permit the operation of any commercial overnight lodging accommodation facilities.

- (3) Construct or permit the operation of any industrial or other facilities unrelated to direct airport operations.
- (4) Construct any facilities (other than a control tower) at an elevation height in excess of the existing buildings.

All such structures or improvements will be compatible in architectural style and appearance with existing structures. The Board will be solely responsible for securing funds and carrying out any construction project. The Board will notify the Department of any proposed construction when and if preliminary or conceptual plans are developed. In addition, the Board will provide the Department with copies of proposed, detailed plans and specifications at least 150 days prior to planned initiation of construction and the Department will provide the Board with its written comments, if any, within 60 days thereafter.

The Board agrees to immediately cease all construction activities and notify the Department if any significant scientific, prehistorical, historical, or archeological data is being or may be irrevocably lost or destroyed as the result of such construction. Once construction has been discontinued, the Board agrees it will not be resumed prior to approval from the Department.

(b) Runway Extension. This agreement does not authorize the extension of the runway, which can only be accomplished by amendment to the agreement.

(c) Signs. All signs constructed or authorized by the Board shall be compatible with signs utilized by the National Park Service in Grand Teton National Park.

(d) Removal. Upon termination or revocation of this permit, the Board may remove any such building, structure, or improvement and if removed, shall restore the site thereof to as nearly a natural condition as possible. Any buildings, structures or improvements as have not been removed by the Board within six months following the revocation or termination of this permit shall become the property of the United States without compensation therefor. The Board agrees to remove any terminal facility on the land at its cost within six months after termination or expiration of this permit, if requested to do so by the National Park Service.

(e) Maintenance. The Board will physically maintain and repair all facilities used in the operation, including grounds maintenance and all necessary housekeeping activities associated with the operation, in a safe, sanitary, and sightly condition. Snow removal on the runways, taxiways, parking ramps, public parking lots, and roads including the access road, shall be the responsibility of the Board. Maintenance of the access road will be the responsibility of the Board. In order that a high standard of physical appearance, operations, repair and maintenance will be assured, appropriate annual inspections will be carried out jointly by the Department and the Board to determine such maintenance and repair needs.

The Board shall, at all times, keep the airport on the lands covered by this agreement equipped and maintained in accordance with the requirements of the Federal Aviation Administration or such other governmental agency or official as may have lawful jurisdiction and authority thereover.

8. INSURANCE.

(a) Insurance on Improvements. The Board shall carry or cause subcontractors and lessees to carry insurance on buildings and improvements against losses by fire or other hazards in an amount satisfactory to the Board. Amounts shall be subject to approval by the Department for facilities constructed with Department funds. In the event of loss, in whole or in part, of any such buildings or improvements as may be insured pursuant to the provisions hereof, such insurance shall be applied toward either (1) the replacement, rehabilitation, or repair of such building or improvements; or (2) the Board may elect to not rebuild and shall thereupon use the proceeds to remove any debris and restore the site; or (3) the construction of other buildings or improvements.

(b) Indemnity Insurance. The Board shall indemnify and hold the government harmless for any and all losses, damages, or liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whosoever made, arising out of the activities of the Board, its employees, subcontractors, lessees, or agents.

For the purpose of fulfilling its obligations under this paragraph, the Board will provide the Department with written notice that the Board has obtained insurance, and the Board shall thereafter provide the Department written notice of any material change affecting the insurance program effected by the Board. The Board shall annually provide the Department with certificates of

insurance or other similar documents sufficient to evidence compliance with this section. The amounts of the insurance shall be equal to or greater than what is usually carried by prudent operators of similar airports.

9. SERVICES AND RATES.

(a) Business Activities. The business activities as shown on Attachment E providing services to the public by virtue of subcontracts, all of which activities have in the past and are presently being carried on, are authorized. The Board may provide other goods and services at the airport which are customary and usual for airports of this class and size and which are, to the maximum extent practicable, compatible with the purposes of Grand Teton National Park. When instituted, such activities shall be listed by the Board by written notice to the Department.

(b) Rates and Prices. Pursuant to 16 U.S.C. 7d all rates and prices charged by the Board and its subcontractors and licensees to the public shall be fair and reasonable. Reasonableness shall be judged primarily by comparison with those current for airports of comparable character under similar conditions, with due consideration for length of seasons, availability and costs of labor and materials, a reasonable rate of return on capital invested, and other factors affecting pricing at the Jackson Hole Airport. The Board shall advise the Department in writing of any proposed additional business activities or implementation of any proposed rates prior to institution of such activities or implementation of changes in previous rates, and such activities will also be subject to the provisions of section 7 of this agreement.

10. NON-DISCRIMINATION.

See Attachment F.

11. PUBLIC SAFETY.

(a) Law Enforcement. The board shall be responsible for general airport security and for the prevention of or the investigation of criminal activity on the airport grounds; however, the Department shall be notified immediately of such crimes as burglary, larceny, assault, rape or homicide, or any other felony.

(b) Fire and Rescue. The Board shall be responsible for the prevention and suppression of fires which occur on airport grounds including those resulting from aircraft accidents during the hours in which scheduled air carrier (FAR Part 121) operations are in

progress. The Board shall also respond as quickly as possible to fires occurring at all other hours. The Board shall also ensure that a crash truck and sufficient personnel are available to man the crash truck and are trained in the suppression of aircraft fires and the rescue of victims of aircraft crashes. The Department shall be notified of any personal injury accident or fatalities, all fires, and all aircraft accidents.

12. COOPERATION.

The parties agree to confer with each other on a continuing basis during the term of this Agreement relative to any changed circumstances, including, without limitation, any technological advances which are available on a commercially reasonable basis relative to operations at the Jackson Hole Airport and to negotiate in good faith to adopt any reasonable amendment to this Agreement in recognition of any such developments.

13. MISCELLANEOUS PROVISIONS.

(a) Water Rights. The Board will obtain all water rights necessary or proper for use in connection with this agreement. At the end of the term of this agreement or upon revocation, the Board shall assign all water rights obtained to the Department.

(b) Visitor Information Services. The Department through the National Park Service reserves the right to institute information and interpretive activities in the terminal building as deemed desirable in recognition that the Jackson Hole Airport is a visitor entrance to Grand Teton National Park.

(c) Right of Entry. Representatives of the Department shall have the right, at any time, to enter upon any lands, buildings, or structures included within this agreement for any purposes deemed reasonably necessary for the administration of the area and the Government services therein, but not so as to conflict with Federal Aviation Administration security regulations, nor unreasonably interfere with the Board's use of such lands or the improvements thereon.

(d) Payment and Notices of Actions. Payments by the Board and all correspondence hereunder between the parties, including informational notices of proposed actions by either party shall be sent by certified mail, return receipt requested, addressed to the appropriate party at the addresses hereinafter indicated or at such other address as may be hereafter designated in writing by either

the parties: President, Jackson Hole Airport Board, P.O. Box 159, Jackson Wyoming, 83001; and Superintendent, Grand Teton National Park, Moose, Wyoming 83012.

(e) Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

(f) Termination of Existing Permit. Upon the effective date of this agreement, Special Use Permit No. 1460-9-9022, August 1, 1979, is terminated, by agreement of the parties, in its entirety.

(g) Financial Report. The Board shall submit, not later than sixty (60) days after the close of its fiscal year, a copy of their financial report for the preceding year. The Department shall have the right to examine the Board's records to verify all such reports.

ATTEST:

JACKSON HOLE AIRPORT BOARD

John W. Richards
Secretary
April 27, 1983
Date

By: T. L. Myer
President
April 27, 1983
Date

THE UNITED STATES OF AMERICA

By: James C. Watt
Secretary of the Interior

Malcolm Kelly Dan Cherry

JACKSON HOLE AIRPORT BOARD BUDGET RECEIPTS

SUBJECT TO FEE'S

The following are specific types of receipts which the parties agree are subject to the fee:

1. Rental for the use of any building or improvement located at the Jackson Hole Airport.
2. Landing fees charged for aircraft utilizing Jackson Hole Airport.
3. License fees received from any fixed base operator.
4. License fees received from auto rental agencies.
5. Rental received from food establishments.
6. Gas tax refund to the extent not redistributed to local governments.

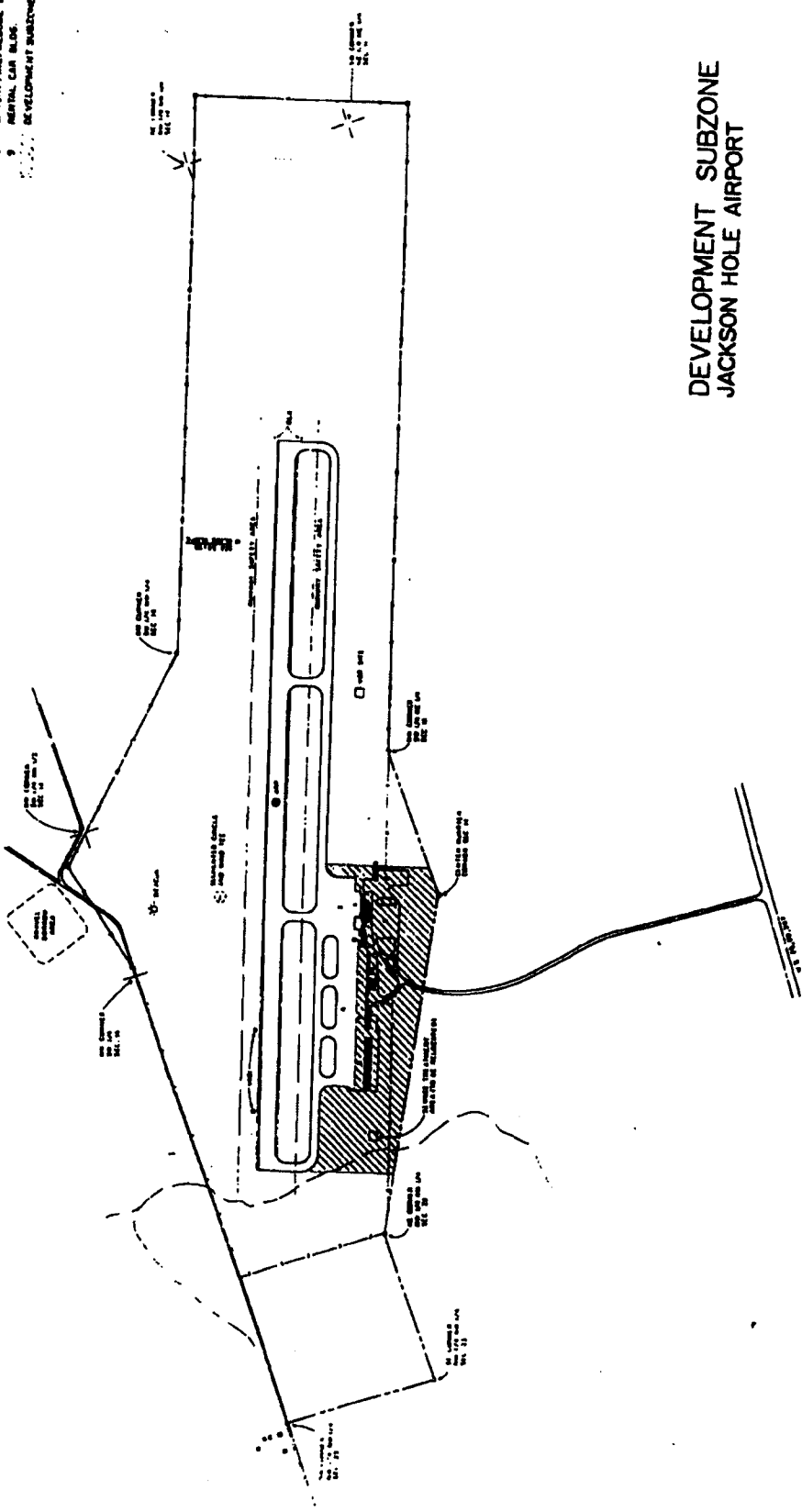
The following are specific types of receipts which the parties agree are not subject to the fee:

- (a) Reimbursements received by the Board for providing security and maintenance services.
- (b) Gas tax refunds redistributed to local governments.
- (c) Grants or gifts received by the Board.
- (d) Receipts from third parties for the use of the airport photo copy machine on an actual expense basis.
- (e) Interest income on investment funds.
- (f) Appropriations from the Town of Jackson, Teton County and the State of Wyoming
- (g) Loan receipts.

ATTACHMENT 2

LEGEND

- 1 EXISTING PROPERTY LINE
- 2 EXISTING ROAD LANE
- 3 THUSMAN, MISS
- 4 AIR CARRIER APRON
- 5 TERMINAL AUTO PARKING
- 6 REMEDIAL AVIATION APRON
- 7 T-HANGAR
- 8 GENERAL AVIATION AUTO PARKING
- 9 FBO HANGAR
- 10 CRASH/FIRE/RESCUE BLDG
- 11 GENERAL CAR BLDG
- 12 DEVELOPMENT SUBZONE



DEVELOPMENT SUBZONE
JACKSON HOLE AIRPORT

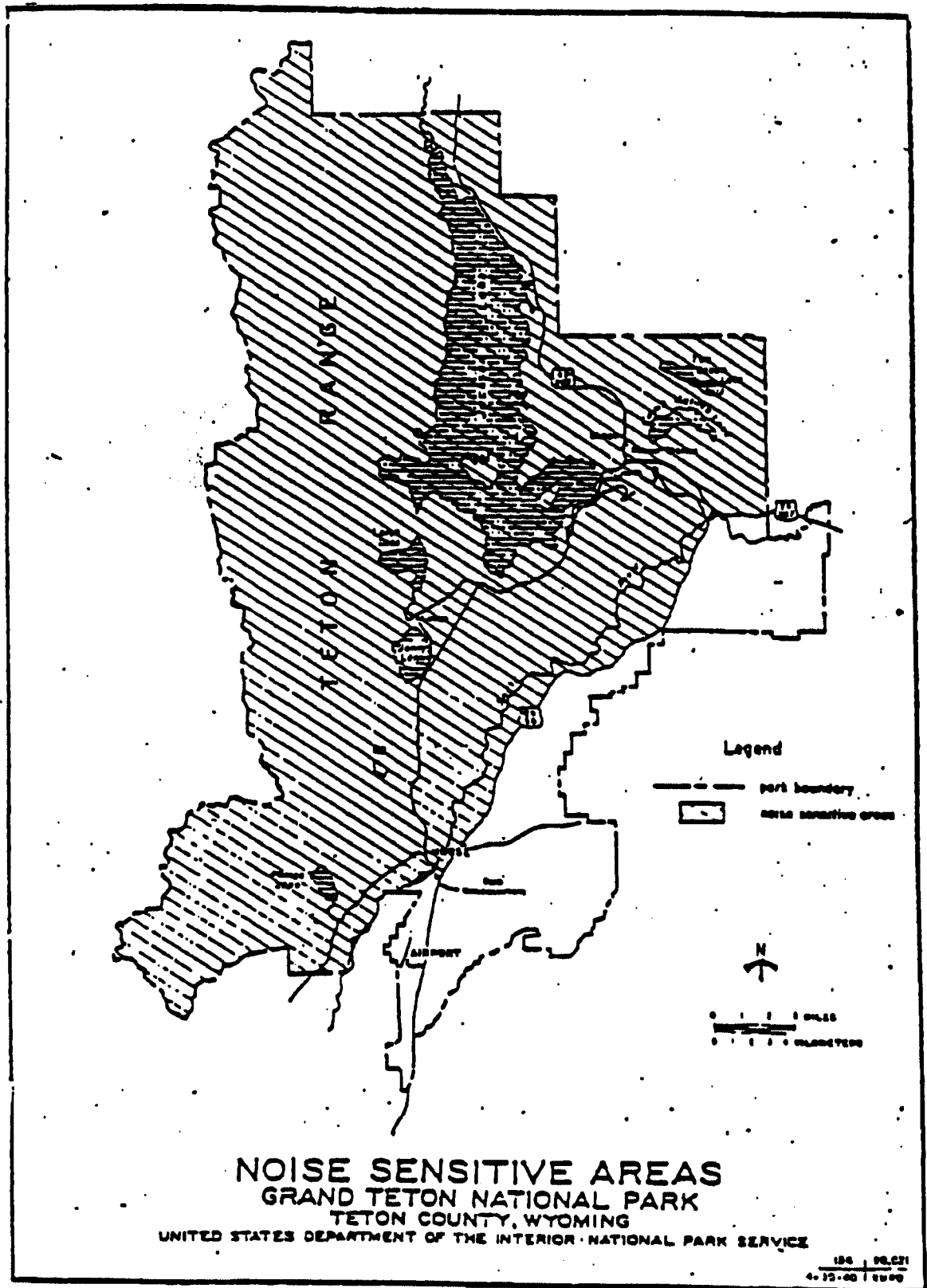
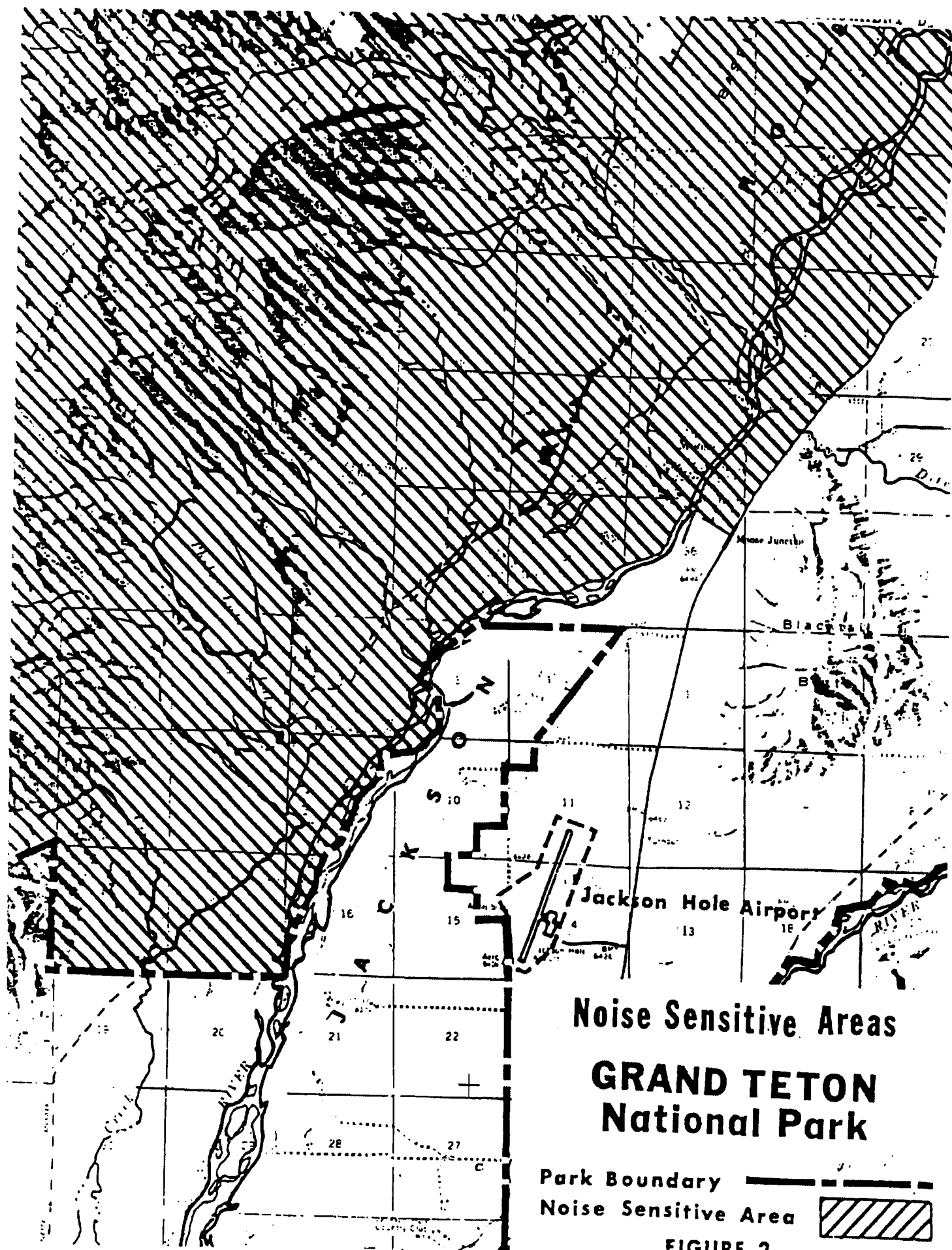


FIGURE 1.



BUSINESS ACTIVITIES: JACKSON HOLE AIRPORT

The following are the types of activities permitted at the Jackson Hole Airport:

1. FAR Part 121 air carriers, commercial, commuter, air taxi and charter services.
2. Auto Rental Agencies.
3. The following services, alone or in conjunction with a Fixed Base Operator operation:
 - a) Flight and Ground School
 - b) Charter Service
 - c) Scenic Flights
 - d) Air Ambulance Service
 - e) Hangar Space
 - f) Fuel and Storage
 - g) Service and maintenance facilities for aircraft engine, airframe and avionics.
 - h) Soaring
 - i) Aerial Spraying
 - j) Other operations or activities specifically listed in the September 8, 1977 Airport Use Agreement between the Board and the Fixed Base Operator.
4. Cafe with liquor and malt beverage service
5. Vending machines
6. Airport terminal facilities
7. Automotive parking lot
8. Indoor advertising and courtesy phone system
9. Sundries

NON-DISCRIMINATION

United States Department of the Interior

The following provisions constitute Condition in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

Nondiscrimination. If use of the land covered by the agreement will involve the employment by the Board of a person or persons, the Board agrees as follows:

(1) The Board will not discriminate against any employee or applicant for employment because of race, creed, color, ancestry, or national origin. The Board will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, ancestry, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rated of pay or other forms of compensation; and selection for training, including apprenticeship. The Board agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause.

(2) The Board will, in all solicitations or advertisements for employees placed by or on behalf of the Board, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

(3) The Board will send to each labor union or representative of workers with which it had a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department, advising the labor union or workers' representative of the Board's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Board will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Board will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Board's noncompliance with the nondiscrimination clauses of this agreement or with any of such rules, regulations, or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Board may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Board will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless executed by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 284 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Board will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Board becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Board may request the United States to enter into such litigation to protect the interests of the United States.

Docket Information

Number of Documents in Docket : 19

Documents Dated from : 04-27-1983 to 05-30-2024

Docket Compiled: 5/30/2024