



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: JUNE 15, 2018
MEETING DATE: JUNE 18, 2015

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: BRENDAN CONBOY

SUBJECT: **ITEM P18-081:** REQUEST FOR FINAL PLAT APPROVAL OF THE FERRIN TWELFTH ADDITION TO THE TOWN OF JACKSON

APPLICANT: ON SIGHT LAND SURVEYORS / TODD CEDARHOLM

OWNER: BEN READ & ANNE LOUISE FLETCHER READ

STATEMENT/PURPOSE

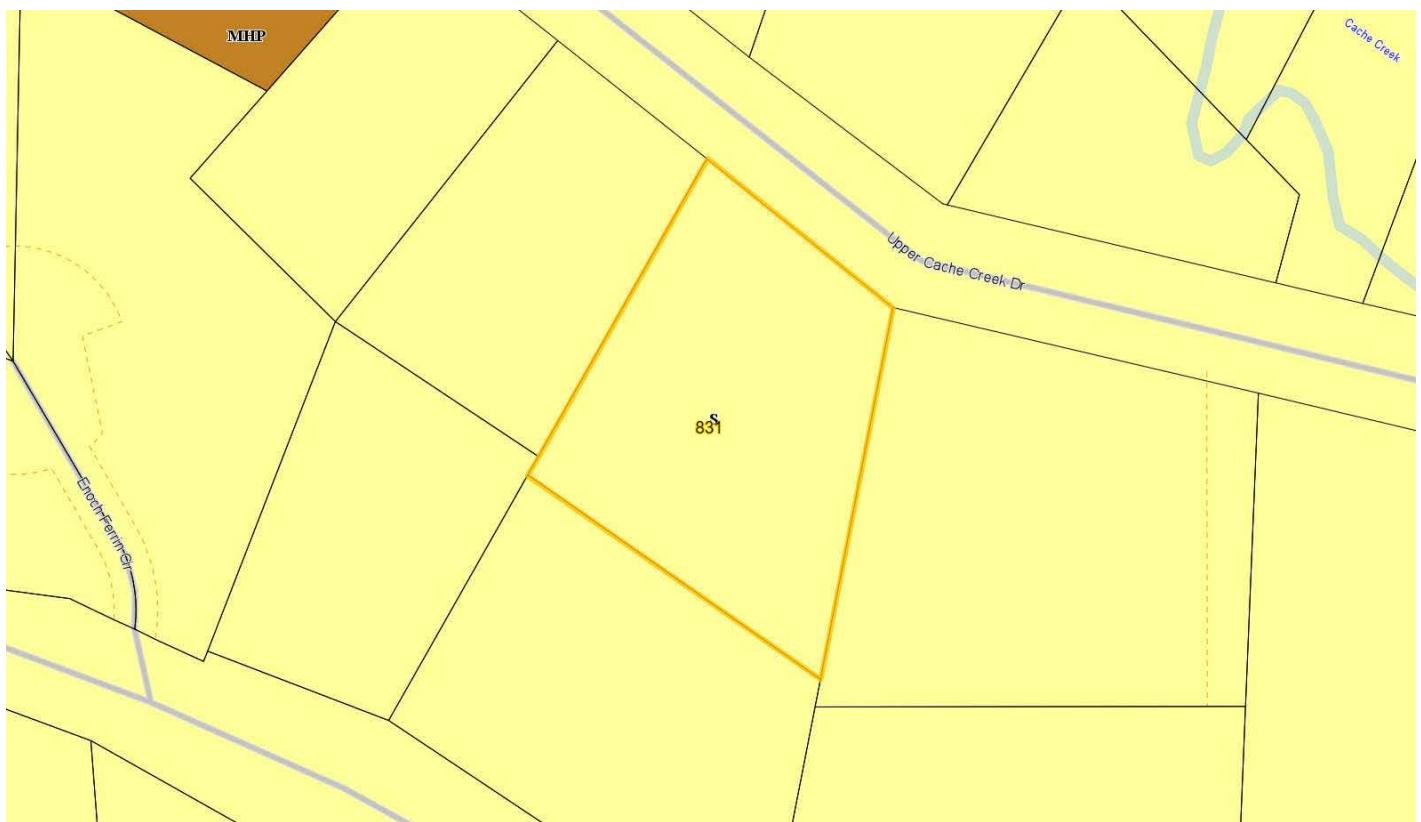
The applicant is requesting Final Plat approval of a 2-lot Subdivision for the Ferrin Twelfth Addition to the Town of Jackson, Plat No. 903, addressed as 831 Upper Cache Creek Drive.

APPLICABLE REGULATIONS

Section 8.5.3 Subdivision Plat

LOCATION

The property is currently described as Lot 401, FERRIN 4TH ADDITION to the Town of Jackson, and is addressed as 831 Upper Cache Creek Drive. An aerial photo and zoning map are shown on the following page:



BACKGROUND

The subject property is located within the Suburban-Town (S-ToJ) zone and allows for subdivision granted each newly created lot meets the minimum lot size of 12,000 square feet. The properties to the North, South,

East, and West are all zoned S-ToJ as well. The existing lot is 32,670 square feet, or .75 acres, in Gross Site Area (synonymous with Base Site Area in this instance) and thus can be subdivided into two legal lots. Because the sloped areas on the lot above 25% are considered man-made they are not subtracted from the Gross Site Area which would otherwise deduct 50% of all land with natural slopes greater than 25% to calculate the Base Site Area. The creation of Lot 2, however, is subject to the Adjusted Site Area, which deducts all land within vehicular access easements and is used to calculate lot coverage. Currently, the property has an existing single family home located in the southeastern portion of the property which is 3,681 square feet, according to the County Assessor's records. The property was approved for an Administrative Adjustment in 2016 (P16-003) for a 13.2' side yard (east) setback where a 15' setback is otherwise required.

The applicant received approval for a Development Plan and a Hillside Conditional Use Permit (P16-067 & P16-068) on October 3, 2016 as is required prior to a Final Plat request per the Land Development Regulations. The Hillside Conditional Use Permit (CUP) is required for a lot of record with a cross-slope $\geq 10\%$. According to the LDRs lots that were legally platted prior to November 9, 1994 are exempt from having to obtain a Hillside CUP, however, new subdivisions are not exempt and therefore the applicant was required to obtain one.

PROJECT DESCRIPTION

The proposed application is for Final Plat approval of Ferrin Twelfth Addition to the Town of Jackson. The plat will result in two lots, 80 & 81, configured south and north of each other. Lot 80 (with the existing house) is 19,295 square feet and Lot 81 is 13,345 square feet. A 30' wide access and utility easement crosses Lot 81 to serve Lot 80 to the south.

STAFF ANALYSIS

Conformance with the Comprehensive Plan

The site is located within District 6, subarea 6.2 – Upper Cache which is a stable area that limits the amount of density to one single-family home per lot and encourages hillside sensitive development toward steep slopes, landscaping, and wildlife corridors. Staff finds that the proposed project is in conformance and meets many of the goals of the Comprehensive Plan as the applicant is not proposing more dwelling units than are permitted. The applicant has also addressed hillside development through a site specific reconnaissance level soil and subsurface investigation and also submitted an environmental analysis as part of the Development Plan approval to address any potential wildlife concerns. The primary terrain disturbance on Lot 81 (the building envelope) will be within areas previously disturbed on man-made slopes which have been determined geologically stable and is therefore viewed as less of an impact in terms of natural vegetation disturbance.

Conformance with Previous Approvals and Other Applicable Regulations

Staff finds that the proposed plat is in conformance with the previously approved Development Plan and the Hillside Conditional Use Permit (P16-067 & P16-068). The Hillside CUP is required under Sec. 5.4.1D Standards for Hillside areas for a lot(s) of record with a cross slope $\geq 10\%$. The primary terrain disturbance (the building envelope for Lot 2) will be within areas previously disturbed. Lot 2's building envelope falls within man-made slopes. A specific reconnaissance level soil and subsurface investigation was submitted for the CUP which concluded that the slopes at the development site are geologically stable. In addition, the CUP met all of the remaining findings in regards to retention of existing vegetation, mitigating impacts on wildlife, and mitigation measures for avoiding or minimizing visual impacts, subsurface, or other natural hazards associated with hillside development. On the condition that all requirements in the departmental reviews are met, it presents no significant issues.

According to Division 7.5, all residential subdivisions are required to dedicate lands for school and park development. The proposed subdivision will result in an additional lot (unit) thus the applicant/owner is subject to a Park Exaction fee of \$2,700 and School Exaction fee of \$2,000 (please see the attached Exaction calculation sheets).

This subdivision is exempt from an affordable housing requirement pursuant to Section 7.4.2.D.10 - Exemptions which states "*the subdivision of a previously platted residential lot into no greater than two lots shall be exempt from the standards of this Division. Further, this exemption shall only be applied on a one-time basis.*"

FINDINGS

Pursuant to Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations, the following findings shall be made for the approval of a Subdivision Plat.

- 1. Approved Development Plan.** *The proposed Subdivision Plat shall be in substantial conformance with an approved development plan or development option plan.*

As conditioned, staff finds the proposed subdivision plat to be in substantial conformance with the previously approved Development Plan and Hillside Conditional Permit (CUP) for a lot of record with a cross-slope $\geq 10\%$.

- 2. Complies with Section 8.5.3.** *The proposed Subdivision Plat shall comply with Section 8.5.3 – Subdivision Plat.*

Staff finds that the proposed subdivision plat complies with the standards of Section 8.5.3 – Subdivision Plat in regards to the purpose, applicability, required documentation information and review process.

- 3. Complies with Division 7.2.** *The proposed Subdivision Plat shall comply with Division 7.2 – Subdivision Standards.*

As conditioned, the proposed subdivision meets the standards laid out in Division 7.2 pertaining to the provision of such requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve newly subdivided property and minimize impacts on existing community services and infrastructure.

- 4. Other Relevant Standards/LDRs.** *The subdivision plat shall comply with all other relevant standards of these LDRs and other Town Ordinances.*

As conditioned, staff finds that the proposed subdivision complies with the provisions of the LDRs and meets the minimum lot size requirement. In addition the subdivision complies with all other Town Ordinances.

ALIGNMENT WITH COUNCIL'S STRATEGIC INTENT

Staff finds that the proposed project is consistent with the Council's Strategic Intent in that it is consistent with neighborhood character, is sensitive to the surrounding environment, and provides for potential housing within Town limits.

ATTACHMENTS

Applicant Submittal
Park and School Exactions
Departmental Reviews

FISCAL IMPACT

Park Exaction - \$2,700
School Exaction - \$2,000

STAFF IMPACT

Staff time to complete review approximately 2 hours.

LEGAL REVIEW

Complete.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends **approval** of a Final Plat for the Ferrin Twelfth Addition to the Town of Jackson, containing two single-family residential lots on 0.75 acres addressed as 831 Upper Cache Creek Drive, subject to the following condition:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department.

SUGGESTED MOTION

Based upon the findings as presented in the staff report and as made by the applicant for Item P18-081, I move to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, and to **approve** a Final Plat for the Ferrin Twelfth Addition to the Town of Jackson for the property addressed at 831 Upper Cache Creek Drive subject to the departmental reviews attached hereto and the following condition:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

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

Joint Town/County

- Parks and Recreation
- Pathways
- Housing Department

Teton County

- Planning Division

- Engineer
- Surveyor
- Assessor
- Clerk and Recorder
- Road and Levee
- Title

State of Wyoming

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

Federal Agencies

- Army Corp of Engineers

Utility Providers

- Qwest
- Lower Valley Energy
- Bresnan Communications

Special Districts

- START
- Jackson Hole Fire/EMS
- Irrigation Company

Date: March 19, 2018	REQUESTS:
Item #: P18-081	
Planner: Brendan Conboy	The applicant is submitting a request for a Subdivision Plat for the property located at 831 Upper Cache Creek Drive, legally known as, LOT 401, FERRIN 4TH ADDITION
Phone: 733-0440 ext. 1302	
Fax: 734-3563	
Email: bconboy@jacksonwy.gov	For questions, please call Brendan Conboy at 733-0440, x1302 or email to the address shown below. Thank you.
Owner: Ben Read & Anne Louise Fletcher Read PO Box 1929 Jackson, WY 83001	
Applicant: On Sight Land Surveyors Todd Cedarholm PO Box 12290 Jackson, WY 83002	
Please respond by: March 30, 2018 (Sufficiency) April 6, 2018 (with Comments)	

The applicant is submitting a request for a Subdivision Plat for the property located at 831 Upper Cache Creek Drive, legally known as, LOT 401, FERRIN 4TH ADDITION

For questions, please call Brendan Conboy at 733-0440, x1302 or email to the address shown below. Thank you.

Owner:

Ben Read & Anne Louise Fletcher Read
PO Box 1929
Jackson, WY 83001

Applicant:

On Sight Land Surveyors
Todd Cedarholm
PO Box 12290
Jackson, WY 83002

RESPONSE: For Departments not using Trak-it, please send responses via email to:
tstolte@jacksonwy.gov



Todd Cedarholm, PLS

March 14, 2018

Tyler Valentine
Town of Jackson Planning Department
P.O. Box 1687
Jackson, WY 83001

BY HAND DELIVERY

RE: Final Plat Application/Ferrin Twelfth Addition

Dear Tyler:

On behalf of Ben & Anne Read, we are submitting a Planning Permit Application for the Final Plat for the two-lot subdivision of Lot 401 of the Ferrin Fourth Addition at 831 Upper Cache Creek Drive (P16-067 & P16-068). Please find attached the following:

- Planning Permit Application with \$1,000 Fee
- Final Plat Application checklist
- Letter of Authorization
- Current Title Report
- Proof of Publication for Notice of Intent to Subdivide
- Draft Warranty Deeds for Lot 80 & 81 Ferrin Twelfth Addition
- One copy of Final Plat as listed in said checklist

Please let us know if you need anything further. Thanks for assisting us with this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jennifer Ziegler".

Jennifer Ziegler

attachments



PLANNING PERMIT APPLICATION
Planning & Building Department
Planning Division

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

For Office Use Only

Fees Paid _____

Check # _____

Credit Card _____

Cash _____

Application #s _____

PROJECT.

Name/Description: Ferrin Twelfth Addition/Subdivision of Lot 401 Ferrin Fourth Addition

Physical Address: 831 Upper Cache Creek Drive, Jackson, WY

Lot, Subdivision: 401 Ferrin Fourth Addition PIDN: 22-41-16-34-4-07-002

OWNER.

Name: Ben Read & Anne Louise Fletcher Read Phone: (307) 690-0486

Mailing Address: P.O. Box 1929, Jackson, WY ZIP: 83001

E-mail: bhread22@gmail.com

APPLICANT/AGENT.

Name: Todd Cedarholm/On Sight Land Surveyors, Inc. Phone: (307) 734-6131

Mailing Address: P.O. Box 12290, Jackson, WY ZIP: 83002

E-mail: todd@onsightsurvey.com

DESIGNATED PRIMARY CONTACT.

Owner Applicant/Agent

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

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

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

Pre-application Conference #:	P15-012	Environmental Analysis #:	--
Original Permit #:	P16-067/068	Date of Neighborhood Meeting:	--

SUBMITTAL REQUIREMENTS. Twelve (12) hard copies and one (1) digital copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department.. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant.

Have you attached the following?

- Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.
- Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.
- Response to Submittal Checklist.** All applications require response to applicable review standards. These standards are outlined on the Submittal Checklists for each application type. If a pre-application conference is held, the Submittal Checklists will be provided at the conference. If no pre-application conference is required, please see the Administrative Manual for the applicable Checklists. The checklist is intended as a reference to assist you in submitting a sufficient application; submitting a copy of the checklist itself is not required.

FORMAT.

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

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

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.


Signature of Owner or Authorized Applicant/Agent

Todd Cedarholm

Name Printed

3-14-2018

Date

PRESIDENT, OSL, INC.

Title



**Application Submittal Checklist for a
SUBDIVISION PLAT (S/D)**
Planning & Building Department
Planning Division

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

APPLICABILITY. *This checklist should be used when submitting an application for a Subdivision Plat or when submitting an application to amend an existing subdivision plat. The purpose of the subdivision plat procedure is to ensure that the subdivision of land and airspace complies with the purpose and standards of the LDRs and State statute. The subdivision plat process also ensures orderly land records, proper recordation of land ownership and property owner association records, and provision of rights-of-way for streets and utilities.*

When is a Subdivision Plat required?

A subdivision plat is required for all division of land or airspace, including condominium and townhouse subdivisions, unless the division meets the standards for an Exempt Land Division (see Section 8.5.4) or a Boundary Adjustment (see Section 8.5.5). Development options that require a subdivision plat are identified in the standards for each zone, found in Articles 2-4, Subsection D.4, Permit Requirement Thresholds.

Do I need a Pre-Application Conference first?

A Pre-Application Conference is not required prior to submittal, but an applicant may request a pre-application meeting to discuss the requirements and applicable regulations with Planning Staff. This is encouraged for applicants who are unfamiliar with the regulations and the planning process. If a Pre-Application Conference is held, this checklist may be modified by staff to reflect the specifics of your project.

Note: *The form and content of a subdivision plat is established by Wyoming state statute and the LDRs, and review of a subdivision plat is a technical review. Strict adherence to the standards and submittal requirements outlined in this checklist is required.*

FINDINGS FOR APPROVAL. *The application shall include a narrative statement addressing each of the applicable Findings for Approval, found in Section 8.5.3, Subdivision Plat.*

A plat shall be approved upon a finding the proposed plat:

1. Is in substantial conformance with an approved development plan or development option plan;
2. Complies with the standards of this Section;
3. Complies with the subdivision standards of Div. 7.2.; and
4. Complies with all other relevant standards of these LDRs and other Town Ordinances.

GENERAL INFORMATION.



Title Report. A title report or title certificate prepared within the last six months that includes evidence of all easements and deed restrictions on the property and for access and utilities across any properties not under the control of the owner or applicant to the development from a dedicated public road. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review. Applications for amendment of a Subdivision Plat may be exempt from the requirement to include a title report, depending on circumstances. Check with the Planning Department for confirmation.

INITIAL SUBMITTAL.

The initial application submittal for a new subdivision plat or amendment to a subdivision plat which constitutes a vacation requiring a new plat map shall include the following:

- Plat Map.** One copy of the proposed subdivision plat map, prepared to the standards outlined in the Administrative Manual. The initial plat map submittal shall be on paper, rather than mylar. The applicant may be required to submit additional hard copies of the plat if requested by the Technical Review Committee.
- Notice of Intent.** Evidence that the applicant has published a "Notice of Intent to Subdivide" once each week for 2 weeks within 30 calendar days prior to filing this application, pursuant to Wyoming statutes as amended.
- N·A.** **Subdivision Improvements Agreement.** If applicable, the proposed Subdivision Improvements agreement, prepared in the form established in the Administrative Manual.
- Documents to be Recorded.** Copies of any documents to be recorded with the subdivision plat, in draft form, including, but not limited to: affidavits of owner, mortgagee, or surveyor; covenants, conditions and restrictions (CC&Rs); conservation easements, well easements, access easements, etc.

The initial application submittal for an amendment to a subdivision plat where no new plat map is required shall include the following:

- Request.** A narrative explanation of the proposed vacation, including the plat number, sheet number, and reason for the proposed request.
- Notice of Intent.** Evidence that the applicant has published a "Notice of Intent to Subdivide" once each week for 2 weeks within 30 calendar days prior to filing this application, pursuant to Wyoming statutes as amended.
- Instrument.** A draft partial vacation instrument, based on the form provided in the Administrative Manual, to be recorded to document the approval.
- Documents or Exhibits to be Recorded.** Draft copies of any other documents or exhibits to be recorded with the partial vacation instrument, including, but not limited to, building envelope maps, easements, etc.

PRE-HEARING PACKET SUBMITTAL. *The following shall be delivered to the Planning Department no later than 9:00am the business day before the Town Council packets go out for the scheduled public hearing on the proposed subdivision plat or amendment:*

- Plat Map.** Six (6) 11x17 copies of the plat map and a letter from the surveyor identifying all corrections requested in the Departmental Reviews, for the Town Council packets. The map should be printed on paper, not mylar.

HEARING SUBMITTAL. *The following shall be delivered to the Planning Department no later than 9:00am the business day before the scheduled public hearing:*

- Mylar Plat Map.** The original mylar, fully signed and notarized, apart from the final signature required by the Town Council.
- Original Documents.** Signed and notarized original documents to be recorded with the plat.

PRIOR TO RECORDING. *Prior to recording of the plat and associated documents with the County Clerk, the following must be provided to the Planning Department:*

- Survey in digital format.** An Autocad compatible DXF or DWG file must be provided for all subdivision plats and maps of survey. The DXF or DWG file must include all boundary, lot, unit and easement lines of the subdivision or survey.
- Payment of Fees.** Payment of all fees associated with plat review, including technical review fees, neighbor notice fees, exactions, and/or required performance bonds or other financial assurances.

LETTER OF AUTHORIZATION

Benjamin H. Read

“Owner” whose address is: _____

PO Box 1929, Jackson WY 83001 Property at 831 Upper Cache Creek Drive, Town of Jackson

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Benjamin H. and Anne Louise Fletcher Read, as the owner of property

more specifically legally described as: Lot 401 Ferrin Addition 4th Filing Plat 903

(If too lengthy, attach description)

HEREBY AUTHORIZES Todd Cedarholm PLS, On Sight Land Surveyors, Inc. Jackson, WY as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

OWNER: _____

Anne

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Property Owner

(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

STATE OF Wyoming)

)SS.

COUNTY OF Teton)

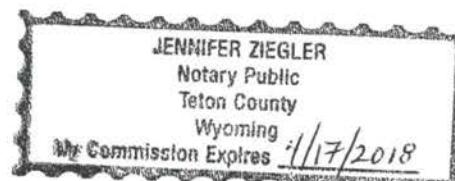
)

The foregoing instrument was acknowledged before me by Benjamin Read this 4th day of January, 2015.

WITNESS my hand and official seal.

Jen J.
(Notary Public)
My commission expires: 4/17/2018

(Seal)



WARRANTY DEED

Benjamin H. Read, a married man, GRANTOR, of Teton County, Wyoming, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEYS AND WARRANTS to Benjamin H. Read and Anne Louise Fletcher Read, husband and wife as tenants by the entireties, GRANTEEES, whose address is Post Office Box 903, Wilson, Wyoming 83014, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 401 of the Ferrin Fourth Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded May 23, 1997 as Plat No. 903.

PIN #22-41-16-34-4-07-002

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of sight and/or record.

WITNESS my hand this 22 day of February, 2008.

GRANTOR: READ, BENJAMIN H
GRANTEE: READ, BENJAMIN H ET UX
Doc 0723619 bk 691 pg 636-636 Filed At 14:29 ON 02/22/08
Sherry L. Daigle Teton County Clerk fees: 8.00
By Mary Smith Deputy

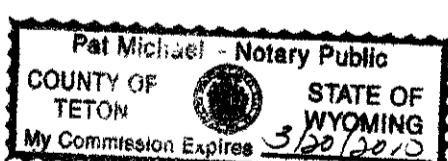
— H R
Benjamin H. Read

STATE OF WYOMING)
COUNTY OF TETON)

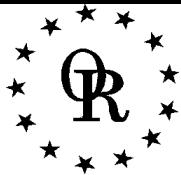
RELEASED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
ABSTRACTED	<input checked="" type="checkbox"/>
SCANNED	<input checked="" type="checkbox"/>

The foregoing instrument was acknowledged before me this 22nd day of February, 2008 by Benjamin H. Read.

WITNESS my hand and official seal.



Pat Michael
Notary Public
My Commission Expires: 3/20/2010



Guarantee

SG 08010145

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN. Old Republic National Title Insurance Company, a Minnesota corporation, herein called the Company GUARANTEES the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

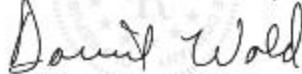
In witness whereof, Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued through the Office of:

Field TCONAMA Not found

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By 
Matt Bilney President
Attest 
David Wold Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.

(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

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

4. No Duty to Defend or Prosecute.

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

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title

to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

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

- (a) **To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.**
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness,

the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

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

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

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

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

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss.

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

12. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to this Guarantee; Guarantee Entire Contract.

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

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule A

File No.	Liability	Fee	Reference	Guarantee No.
665659JAC	\$1,000.00	\$250.00	Read FROG - 831 Upper Cache Creek Drive	SG 08010145

1. Name of Assured: On Sight Land Surveyors
2. Date of Guarantee: 01/03/2018 at 8:00 A.M.
3. The estate or interest in the land hereinafter described is: Fee Simple
4. Title to said or estate or interest at the Date hereof is vested in:

Benjamin H. Read and Anne Louise Fletcher Read, husband and wife subject to that Transfer on Death Deed recorded 12/19/13 at Book 860 of Photo, Pages 1123-1124, records of Teton County, Wyoming.

5. The land referred to in this Guarantee is situated in the County of Teton, State of Wyoming and is described as follows:

Lot 401 of the Ferrin Fourth Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 23, 1997 as Plat Number 903.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-I Exceptions/Recorded Documents

File No.	Liability	Fee	Reference	Guarantee No.
665659JAC	\$1,000.00	\$250.00	Read FROG - 831 Upper Cache Creek Drive	SG 08010145

As of the Date of this Guarantee, the following exceptions reference all recorded documents which may affect title to the herein described land:

1. Covenants, conditions, restrictions, reservations, easements (including but not limited to, utility easements), encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) 903 and 401, records of Teton County, Wyoming.
2. Easement, including the terms and conditions contained therein:
Granted By: B. P. Ferrin
Granted To: Mountain States Telephone and Telegraph
For: Construction, operation and maintenance of communication facilities.
Recording Information: Book 10 of Mixed Records, Page 283
3. Easement, including terms and conditions contained therein:
Granted By: William T. McIntosh, Jr. and Rosemary W. McIntosh
Granted To: Lower Valley Power and Light, Inc.
For: Construction, operation and maintenance of electric lines and other incidental purposes
Recording Information: Book 43 of Photo, Page 515



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Full Recorded Owner Guarantee - Wyoming

Schedule B-II Informational Notes

File No.	Liability	Fee	Reference	Guarantee No.
665659JAC	\$1,000.00	\$250.00	Read FROG - 831 Upper Cache Creek Drive	SG 08010145

The following is provided for informational purposes and is not part of the Assurances given under this Guarantee:

The Status of real property taxes is as follows:

Tax ID#	2017 Tax Status	2018 Tax Status
OJ-004868	1st Half in the Amount of \$3,849.74 is PAID	Accruing lien not yet due or payable
	2nd Half in the Amount of \$3,849.74 is PAID	

We recommend that the person responsible for closing this verify this tax information prior to closing.

*Real Estate Taxes are payable as follows

*If making one payment: Due on or before December 31.

*If making two payments: First half payable September 1 and delinquent November 10; second half due March 1 and delinquent May 10.

The PIDN for this property appears to be: 22-41-16-34-4-07-002

FACTS
**WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions
Go to www.oldrepublictitle.com (Contact Us)

Who we are

Who is providing this notice?

Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do

How does Old Republic Title protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <http://www.OldRepublicTitle.com/newnational/Contact/privacy>.

How does Old Republic Title collect my personal information?

We collect your personal information, for example, when you:

- Give us your contact information or show your driver's license
- Show your government-issued ID or provide your mortgage information
- Make a wire transfer

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes - information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.*

Non-affiliates

Companies not related by common ownership or control. They can be financial and non-financial companies.

- *Old Republic Title does not share with non-affiliates so they can market to you*

Joint marketing

A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- *Old Republic Title doesn't jointly market.*

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement , LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

Jackson Hole Title & Escrow
255 Buffalo Way/PO Box 921
Jackson, WY 83001
Phone: (307)733-3153 / Fax: (307)733-9534

PR: AFFGRP

Ofc: 413 (12514)

Invoice

To: On Sight Land Surveyors, Inc.
P.O. Box 12290
Jackson, WY 83002

Invoice No.: 12514 - 4137446

Date: 01/10/2018

Our File No.: 665659JAC

Title Officer: Molly Thorn

Escrow Officer:

Customer ID: 575780

Attention: Todd Cedarholm

Liability Amounts

Owners:

Lenders:

RE: Your Ref.: Read FROG - 831 Upper Cache Creek Drive
Property:
831 Upper Cache Creek Drive, Jackson, WY 83001

Buyers:

Sellers: Benjamin H. Read, Louise Fletcher Read

Description of Charge	Invoice Amount
Guarantee- Full Record Owner Guarantee	\$250.00

INVOICE TOTAL **\$250.00**

Comments:

Thank you for your business!

*To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department*

Jackson Hole News&Guide
PROOF OF PUBLICATION

COUNTY OF TETON
THE STATE OF WYOMING

Kevin Olson

Being duly sworn, deposes and says that he is the Publisher of the JACKSON HOLE NEWS&GUIDE, weekly newspaper published in Jackson in said county and state, and that the annexed Notice was published in 2 consecutive issues of said newspaper and not in a supplement, the first publication thereof being on February 21, 2018

Kevin Olson
Subscribed in my presence and sworn to before me this
1 Day of February, 2018.
Kathleen McGodines

KATHLEEN MCGODINES	
COUNTY OF TETON	
STATE OF WYOMING	
NOTARY PUBLIC	
MY COMMISSION EXPIRES <u>2/21/2019</u>	

Fee for publication \$ 74.64 Charge to the following:

Account No: 18490 Name: Onight Land Surveyors

Address: PO Box 12290 Jackson WY 83002

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that in accordance with Chapter 18-306 Wyoming Statutes, as amended, that Benjamin H. Read and Anne Louise Fletcher intend to apply for a permit to subdivide property in the Town of Jackson, Teton County. The proposed subdivision is a re-platting of Lot 401 of the Ferrin Addition 4th Filing Plat No. 903, to create two lots. The project is located at 831 Upper Cache Creek Drive on 0.75 acres within the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 34, T41N, R116W, 6th PM. Filing for said permit will occur at a regular meeting of the Jackson Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at (307) 733-3932 for the scheduled meeting date and additional information.

Publish: 02/21, 02/28/18

WARRANTY DEED

Benjamin H. Read and Anne Louise Fletch Read, husband and wife, GRANTORS, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt and sufficiency of which is hereby acknowledged, CONVEY AND WARRANT to Benjamin H. Read and Anne Louise Fletch Read, husband and wife as tenants by the entirety, of P. O. Box 1929, Jackson, Wyoming 83001, GRANTEEES, the following described real estate situated in the County of Teton, State of Wyoming, hereby waiving and releasing under and by virtue of the Homestead Exemption Laws of the State of Wyoming, to wit:

Lot 80 of the Ferrin Twelfth Addition to the Town of Jackson, Teton County Wyoming, according to Plat No. _____ recorded on _____, 2018 in the Teton County, Wyoming Clerk's Office; PIN 22-41-16-34-4-07-00 ;

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging, subject to all covenants, conditions, restrictions, easements, reservations, rights, and rights-of-way of sight and/or record, and further subject to applicable zoning laws and restrictions.

WITNESS our hands this _____ day of _____, 2018.

Benjamin H. Read

Anne Louise Fletch Read

STATE OF WYOMING)
)
) ss.
COUNTY OF TETON)

On this _____ day of _____, 2018, before me personally appeared Benjamin H. Read and Anne Louise Fletch Read, husband and wife, to me personally known, who, being by me duly sworn, did say that they acknowledged said instrument to be their free act and deed.

Witness my hand and official seal.

SEAL

Notary Public

My commission expires: _____

WARRANTY DEED

Benjamin H. Read and Anne Louise Fletch Read, husband and wife, GRANTORS, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt and sufficiency of which is hereby acknowledged, CONVEY AND WARRANT to Benjamin H. Read and Anne Louise Fletch Read, husband and wife as tenants by the entirety, of P. O. Box 1929, Jackson, Wyoming 83001, GRANTEEES, the following described real estate situated in the County of Teton, State of Wyoming, hereby waiving and releasing under and by virtue of the Homestead Exemption Laws of the State of Wyoming, to wit:

Lot 81 of the Ferrin Twelfth Addition to the Town of Jackson, Teton County Wyoming, according to Plat No. _____ recorded on _____, 2018 in the Teton County, Wyoming Clerk's Office; PIN 22-41-16-34-4-07-00 _____;

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging, subject to all covenants, conditions, restrictions, easements, reservations, rights, and rights-of-way of sight and/or record, and further subject to applicable zoning laws and restrictions;

BUT RESERVING TO THE GRANTORS a 30-foot wide access and utility easement across the property being conveyed hereby as shown on said Plat.

WITNESS our hands this _____ day of _____, 2018.

Benjamin H. Read

Anne Louise Fletch Read

STATE OF WYOMING)
)
) ss.
COUNTY OF TETON)

On this _____ day of _____, 2018, before me personally appeared Benjamin H. Read and Anne Louise Fletch Read, husband and wife, to me personally known, who, being by me duly sworn, did say that they acknowledged said instrument to be their free act and deed.

Witness my hand and official seal.

SEAL

Notary Public

My commission expires: _____

TOWN OF JACKSON
P.O. Box 1687
Jackson, WY 83001
307.733.0440

RECEIPT

Paid By: On Sight Land Surveyors Applicant:

Project Type: FINAL PLAT

Project Number: P18-081 Site Address: 831 UPPER CACHE CREEK DRIVE
Receipt Number: 8487 JACKSON WY 83001
Paid Date: 3/19/2018 Description:
Payment Method: CHECK
Check No: 15521

FEES

PLATTING	1,000.00
----------	----------

FEE TOTAL	1,000.00
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TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACCTIONS
DATE: _____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: _____
2. LOCATION: _____
3. PROJECT NUMBER: _____
4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	_____		2.25	_____
3 BEDROOM	_____		3.00	_____
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				_____

5. CALCULATE REQUIRED PARK ACREAGE:

$$\frac{\text{TOTAL PROJECTED POPULATION}}{1000 \text{ RESIDENTS}} \times \frac{9 \text{ ACRES}}{1 \text{ per 150 sf of net habitable area}} = \frac{\text{REQUIRED ACRES}}{1}$$

6. CALCULATE CASH-IN-LIEU:

$$\frac{\text{REQUIRED ACRES}}{1} \times \frac{\$100,000}{(\text{VALUE OF LAND})} = \frac{\$ \text{ CASH-IN-LIEU}}{1}$$

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACCTIONS
DATE: _____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: _____
2. LOCATION: _____
3. PROJECT NUMBER: _____
4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	<u># OF UNITS</u>	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY	_____	_____	_____	_____
.015 ACRES PER UNIT MULTI-FAMILY	_____	_____	_____	_____

5. CALCULATE CASH IN-LIEU:

_____	LAND DEDICATION STANDARD	X	\$100,000 (VALUE OF LAND)	=	\$ _____ CASH- IN-LIEU
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6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR
SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION
STANDARDS

PLANNING

Project Number	P18-081	Applied	3/16/2018	STOL
Project Name	Final Plat - 831 Upper Cache Creek	Approved		
Type	FINAL PLAT	Closed		
Subtype	LAND DIVISION	Expired		
Status	STAFF REVIEW	Status		

Applicant	On Sight Land Surveyors	Owner	READ, BENJAMIN H. & ANNE LOUIS		
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Site Address	831 UPPER CACHE CREEK DRIVE	City	JACKSON	State	Zip
				WY	83001

Subdivision	FERRIN 4TH	Parcel No	General Plan
		22411634407002	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
Building		3/19/2018	4/6/2018		
Jim Green					
Fire		3/19/2018	4/6/2018		
Kathy Clay					
Legal		3/19/2018	4/6/2018		
A Cohen-Davis					
Parks and Rec	NO COMMENT	3/19/2018	4/6/2018		
Steve Ashworth					
Pathways	NO COMMENT	3/19/2018	4/6/2018		
Brian Schilling					
Planning	APPROVED	3/19/2018	4/6/2018	5/8/2018	See Staff Report P18-081
Brendan Conboy					
Plat Review-Survey	APPROVED W/CONDITI	3/19/2018	4/6/2018	4/26/2018	ja@jorgensenassociates.com
<none>					
(4/26/2018 9:29 AM STOL)					
see attachment					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
Plat Review-Title <none> (4/26/2018 9:26 AM STOL) see attachment	APPROVED W/CONDITI	3/19/2018	4/6/2018	4/26/2018	mtlougan@jhtitle.com
Police Todd Smith (3/21/2018 3:14 PM STOL) No concerns from the JPD.	APPROVED	3/19/2018	4/6/2018	3/21/2018	
Thanks, Todd					
Public Works Brian Lenz (4/18/2018 8:57 PM BTL) Final Plat Comments-Approved with Conditions	APPROVED W/CONDITI	3/19/2018	4/6/2018	4/18/2018	
P18-081 On-Sight Land Surveyors, Todd Cedarholm; for Ben and Anne Read 831 Upper Cache Creek Drive					
April 18, 2018 Brian Lenz, 307 733-3079					
Prior to APPROVAL:					
<ul style="list-style-type: none"> The signature lines should be added on the certificate of approval. 					
Per the pre-application plan review of P15-012 by Jeremy Parker February 6, 2015: Please be advised that the proposed utility easement does not appear to extend far enough east to include the location of the existing potable water service to the existing residence. The curbstop for the water service is located near the northeast property corner. It is recommended that the proposed utility easement be carried east to the existing property line. Additionally, it is possible that the existing sewer service may not be located fully within the proposed easement. Prior to final platting of the lot division, locations of the existing water, sanitary sewer, and all other utility connections must be confirmed and located within the “utility easement”.					
Provide documentation that the existing utilities are within the easement, or provide language on the plat providing easements for the existing utilities that are outside the proposed 30-feet wide access and utility easement.					
Per LDRs 8.5.3, a plat shall not include notes designating zoning district					
Prior to recording the plat, a digital copy of the approved plat shall be provided in a form acceptable to the maintainer of the County GIS.					
START Darren Brugmann	NO COMMENT	3/19/2018	4/6/2018		
TC Housing Authority Stacy Stoker	NO COMMENT	3/19/2018	4/6/2018		



April 23, 2018

Town of Jackson Planning & Building Department
P.O. Box 1687

Attn: Tiffany Stolte and Brendan Conboy

Re: Ferrin 12th Addition, 831 Upper Cache Creek Drive
Plat Review

Dear Tiffany and Brendan,

I have reviewed the plat submitted with the above-referenced subdivision application. I find only one error as noted below:

1. The zoning district is identified on the plat, and according to the town regulation 8.5.3 D 3b “A plat shall not include notes designating zoning district”. Therefore, surveyor should remove that reference.

This review of submitted information is for general compliance with the Town of Jackson and State of Wyoming subdivision requirements. I do not assume responsibility for correctness of dimensions or calculations. This review indicates only that an examination of the materials in the application has been made.
Thank you for the opportunity to perform this review.

Sincerely,

Kenneth Magrath Wyoming PLS #8469
Jorgensen Associates, P.C.

Cc: On Sight Land Surveyors, Inc.



JACKSON HOLE TITLE & ESCROW

PLAT REVIEW

Name of Proposed Plat: Ferrin Twelfth Addition to the Town of Jackson

Former Legal Description: Lot 401 Ferrin Fourth Addition to the Town of Jackson,
Plat No. 903

Title Report Completed on: January 3, 2018; updated April 17, 2018

TITLE:

Vesting: Benjamin H. Read and Anne Louise Fletcher Read

Are there any title problems? Yes No

Does title vesting match ownership as shown on proposed plat? Yes No

If title is vested in non-natural entities, have copies of corporation / trust / llc / partnership documents been reviewed? N/A

ACCESS:

Legal: Yes No

Physical: Yes No

Legal access provided via Upper Cache Creek Drive and easement across Lot 81 to benefit Lot 80 set forth on the proposed plat, though there is no "grant" included, see Comment #1

LOTS/UNITS:

Are lots/units progressively numbered? Yes No N/A
Lots 80 and 81

Are lot dimensions shown? Yes No N/A

Does plat vacate lots from which these lots are platted? Yes No N/A

STREETS:

Are streets dedicated to the public OR private, with rights of way granted to each lot owner? N/A (no street is included within the plat boundary)

EASEMENTS/ENCUMBRANCES:

Are all easements/encumbrances shown on Title Report listed on the plat?

Yes No N/A

Jackson Hole Title & Escrow Company
Plat Review
Page 2

CERTIFICATES: Are the following certificates included in the plat?

Owner's Certificate (WS 34-12-103)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is Owner's Certificate executed by the correct party?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Surveyor's Certificate	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Mortgagee's Certificate (WS 34-12-102) N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No

REQUIREMENTS:

None

COMMENTS:

- 1) We would recommend a separate document be recorded granting an easement to Lot 80 across Lot 81 and setting forth the rights, duties, and obligations of each party.
- 2) See comments on the proposed deeds attached hereto.

Signed by:


Joaquin Hanson, Title Examiner
Date: 4 24 2018

Why?

Pletcher

WARRANTY DEED

Benjamin H. Read and Anne Louise Fletch Read, husband and wife, GRANTORS, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt and sufficiency of which is hereby acknowledged, CONVEY AND WARRANT to Benjamin H. Read and Anne Louise Fletch Read, husband and wife as tenants by the entirety, of P. O. Box 1929, Jackson, Wyoming 83001, GRANTEEES, the following described real estate situated in the County of Teton, State of Wyoming, hereby waiving and releasing under and by virtue of the Homestead Exemption Laws of the State of Wyoming, to wit:

Lot 80 of the Ferrin Twelfth Addition to the Town of Jackson, Teton County, Wyoming, according to Plat No. _____ recorded on _____, 2018 in the Teton County, Wyoming Clerk's Office; PIN 22-41-16-34-4-07-00, New PIN

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging, subject to all covenants, conditions, restrictions, easements, reservations, rights, and rights-of-way of sight and/or record, and further subject to applicable zoning laws and restrictions.

WITNESS our hands this ____ day of _____, 2018.

Benjamin H. Read

Anne Louise Fletch Read

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this ____ day of _____, 2018, before me personally appeared Benjamin H. Read and Anne Louise ~~Fletch~~ Read, husband and wife, to me personally known, who, being by me duly sworn, did say that they acknowledged said instrument to be their free act and deed.

Witness my hand and official seal.

SEAL

Notary Public

My commission expires:

Fletcher

WARRANTY DEED

Benjamin H. Read and Anne Louise Fletch Read, husband and wife, GRANTORS, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt and sufficiency of which is hereby acknowledged, CONVEY AND WARRANT to Benjamin H. Read and Anne Louise Fletch Read, husband and wife as tenants by the entirety, of P. O. Box 1929, Jackson, Wyoming 83001, GRANTEEES, the following described real estate situated in the County of Teton, State of Wyoming, hereby waiving and releasing under and by virtue of the Homestead Exemption Laws of the State of Wyoming, to wit:

Lot 81 of the Ferrin Twelfth Addition to the Town of Jackson, Teton County Wyoming, according to Plat No. _____ recorded on _____, 2018 in the Teton County, Wyoming Clerk's Office; PIN 22-41-16-34-4-07-00; New PIN

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging, subject to all covenants, conditions, restrictions, easements, reservations, rights, and rights-of-way of sight and/or record, and further subject to applicable zoning laws and restrictions;

BUT RESERVING TO THE GRANTORS a 30-foot wide access and utility easement across the property being conveyed hereby as shown on said Plat.

for the benefit of lot 80

WITNESS our hands this _____ day of _____, 2018.

Benjamin H. Read

Anne Louise Fletch Read

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this _____ day of _____, 2018, before me personally appeared Benjamin H. Read and Anne Louise Fletch Read, husband and wife, to me personally known, who, being by me duly sworn, did say that they acknowledged said instrument to be their free act and deed.

Witness my hand and official seal.

SEAL

Notary Public

My commission expires: _____