



# 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: August 14, 2018	<b>REQUESTS:</b>
Item #: P18-245	
Planner: Tyler Valentine	The applicant is submitting a request for a Subdivision Plat for the property located at 660 W. Broadway, legally known as, PT. SE1/4NW1/4, SEC 33, TWP. 41, RNG. 116.
Phone: 733-0440 ext. 1305	
Fax: 734-3563	
Email: <a href="mailto:tvalentine@jacksonwy.gov">tvalentine@jacksonwy.gov</a>	For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.
<b>Owner:</b> David Tibbitts PO Box 2674 Jackson, WY 83001	
<b>Applicant:</b> Y2 Consultants Robert Infanger PO Box 2674 Jackson, WY 83001	
<b>Please respond by:</b> August 28, 2018 (Sufficiency) September 4, 2018 (with Comments)	

**Owner:**

David Tibbitts  
PO Box 2674  
Jackson, WY 83001

**Applicant:**

Y2 Consultants  
Robert Infanger  
PO Box 2674  
Jackson, WY 83001

The applicant is submitting a request for a Subdivision Plat for the property located at 660 W. Broadway, legally known as, PT. SE1/4NW1/4, SEC 33, TWP. 41, RNG. 116.

For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.

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



y2consultants.com  
307 733 2999

# CONSULTANTS

ENGINEERING, SURVEYING & PLANNING  
LANDSCAPE ARCHITECTURE, GIS  
NATURAL RESOURCE SERVICES

Town of Jackson  
PO Box 1687  
Jackson, WY 83001

August 13, 2018

## **RE: Subdivision Plat Application for Tibbitts, 660 W. Broadway Avenue**

Dear Planning,

Attached are submittal materials for a subdivision plat we are submitting on behalf of David Tibbitts. This property is located at 660 W. Broadway Avenue.

Please find two (2) hard copies and one digital copy of the following for your review:

1. Planning Permit Application
2. Application fee for \$1,000
3. Letter of Authorization
4. Plat Narrative and Findings
5. Notice of Intent to Subdivide publication
6. Subdivision Improvements Agreement
7. Title Report
8. Draft Affidavit of Acknowledgement and Acceptance
9. Draft Final Plat for Tibbitts Subdivision
10. Lot Closure Letter/report

We look forward to hearing from you upon your sufficiency determination.

Sincerely,

Robert Infanger, PLA  
Pierson Land Works LLC

Enclosures:



**PLANNING PERMIT APPLICATION**  
**Planning & Building Department**  
**Planning Division**

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

***For Office Use Only***

Fees Paid \_\_\_\_\_

Check # \_\_\_\_\_

Credit Card \_\_\_\_\_

Cash \_\_\_\_\_

Application #s \_\_\_\_\_

**PROJECT.**

Name/Description: Tibbitts Subdivision  
Physical Address: 660 West Broadway Avenue  
Lot, Subdivision: PT. SE1/4NW1/4, SEC 33, TWP. 41, RNG. 116 PIDN: 22-41-16-33-1-00-020

**OWNER.**

Name: David Tibbitts Phone: 307-413-5419  
Mailing Address: P.O. Box 3695 Jackson, WY ZIP: 83001  
E-mail: cayucos45@gmail.com

**APPLICANT/AGENT.**

Name: Y2 Consultants, LLC Phone: 307-733-5429  
Mailing Address: P.O. Box 2870 Jackson, WY ZIP: 83001  
E-mail: Robert@y2consultants.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)	<input type="checkbox"/> Other:

**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 #: P16-086 Environmental Analysis #: P18 - 034  
Original Permit #: \_\_\_\_\_ Date of Neighborhood Meeting: \_\_\_\_\_

**SUBMITTAL REQUIREMENTS.** 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. Provide one electronic copy (via email or thumb drive), and two hard copies of the submittal packet.

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 Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is held, the submittal requirements will be reviewed at the conference followed by a written summary. The submittal requirements on the TOJ website are intended as a reference to assist you in submitting a sufficient application.

#### 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

ROBERT INFANGER  
Name Printed

8/13/18  
Date

Project Manager  
Title

BANK OF JACKSON HOLE  
990 WEST BROADWAY  
JACKSON, WY 83002  
98-409/1023CHECK ARMOR  
TRADE PROTECTION

8/10/2018

## Y2 CONSULTANTS, LLC

PH. 307-733-2999  
PO BOX 2870  
JACKSON, WY 83001PAY TO THE Town of Jackson

\$ \*\*1,000.00

One Thousand and 00/100\*\*\*\*\*

DOLLARS

Town of Jackson  
P.O. Box 1687  
Jackson, WY 83001

AUTHORIZED SIGNATURE

*Brinda*

HEAT SENSITIVE



## MEMO

Huffman-Tibbits 15215.1 - Subdivision Plat Fee

10005096 1023040991 034 740 1

Y2 CONSULTANTS, LLC

5096

Town of Jackson  
Date Type Reference  
8/10/2018 Bill Plat Fee

Original Amt.	Balance Due	Discount	Payment
1,000.00	1,000.00		1,000.00
			1,000.00

Check Amount

BOJH Checking Huffman-Tibbits 15215.1 - Subdivision Plat Fee 1,000.00

Y2 CONSULTANTS, LLC

5096

Town of Jackson  
Date Type Reference  
8/10/2018 Bill Plat Fee

Original Amt.	Balance Due	Discount	Payment
1,000.00	1,000.00		1,000.00
			1,000.00

Check Amount

BOJH Checking Huffman-Tibbits 15215.1 - Subdivision Plat Fee 1,000.00



CHECK HERE IF MOBILE DEPOSIT

COLOR INSIDE THIS BOX  
SHOULD BE WHITE

**MobileMarkSM: Mobile Deposit check mark to indicate check has been  
captured via mobile device**

## **LETTER OF AUTHORIZATION**

**David Tibbitts** \_\_\_\_\_, "Owner" whose address is: \_\_\_\_\_  
660 W. Broadway Ave., Jackson, WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY) \_\_\_\_\_, as the owner of property  
more specifically legally described as: Pt. SE1/4 NW 1/4, Sec. 33, Twp. 41, Rng. 116

**(If too lengthy, attach description)**

**HEREBY AUTHORIZES** Pierson Land Works, LLC 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:**

(SIGNATURE) / SIGNATURE OF CO-OWNER)

**Title:**

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

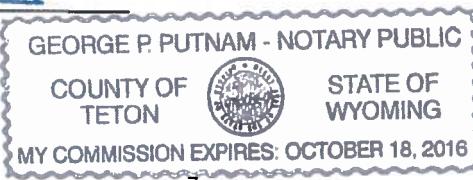
The foregoing instrument was acknowledged before me by DAVID TIBBETTS this 29<sup>th</sup> day of July, 2016

WITNESS my hand and official seal.

**(Notary Public)**  
**My commission expires:**

10/18/2016

(Seal)





y2consultants.com  
307 733 2999

# CONSULTANTS

ENGINEERING, SURVEYING & PLANNING  
LANDSCAPE ARCHITECTURE, GIS  
NATURAL RESOURCE SERVICES

July 19, 2018

Brian Lenz  
Town Engineer  
Town of Jackson  
150 East Pearl Ave.  
Jackson, WY 83001

RE: Tibbitts Subdivision Plat Closure Information

Dear Brian,

Attached is a copy of the lot closure calculations for the proposed Two-Lot Subdivision located at 660 W. Broadway. There is one sheet attached herewith dated July 19, 2018. Please note a survey in digital from will be submitted with the final mylar at the time of Final Plat signature.

Best regards,

  
Mark Fellermann  
Wyoming PLS 16012

Enclosure:

Lot File: F:\2015\15215\Survey\ACAD\Data\15215-16066\_BASE.lot  
 CRD File: F:\2015\15215\Survey\ACAD\Data\15215-16066\_BASE.crd

Lot: EAST ADJ 180, Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting
814	N 80°29'02" E	78.4768	1412868.6479	2440576.1541
2042	N 80°03'00" E	99.3296	1412881.6220	2440653.5510
803	S 01°06'51" W	159.6393	1412898.7849	2440751.3866
802	S 80°21'27" W	128.9651	1412739.1758	2440748.2824
818	N 09°36'01" W	24.0021	1412717.5742	2440621.1393
817	S 80°21'18" W	56.8728	1412741.2402	2440617.1363
816	N 00°20'25" W	20.5775	1412731.7115	2440561.0675
815	N 07°26'48" E	117.3490	1412752.2886	2440560.9453
814			1412868.6479	2440576.1541

Closure Error Distance> 0.000000

Total Distance> 685.2122

Area: 0.6 Acres, 27698.6 Sq. Feet

Lot: WEST ADJ 180, Block: 1, Type: LOT

PNT#	Bearing	Distance	Northing	Easting
92040	N 80°29'02" E	144.0798	1412844.8280	2440434.0570
814	S 07°26'48" W	117.3490	1412868.6479	2440576.1541
815	S 00°20'25" E	20.5775	1412752.2886	2440560.9453
816	N 80°21'18" E	56.8728	1412731.7115	2440561.0675
817	S 09°36'01" E	24.0021	1412741.2402	2440617.1363
818	S 80°21'27" W	191.8649	1412717.5742	2440621.1393
92041	N 00°44'41" E	159.4045	1412685.4370	2440431.9850
92040			1412844.8280	2440434.0570

Closure Error Distance> 0.000000

Total Distance> 714.1506

Area: 0.5 Acres, 22610.1 Sq. Feet

Block 1 Total Area: 1.2 Acres, 50308.7 Sq. Feet



**SUBDIVISION PLAT**  
Lot Subdivision Application  
660 W. Broadway Ave.

**PREPARED FOR**  
DAVID TIBBITS  
PO BOX 3695  
JACKSON, WY 83001

**PREPARED BY**  
Y2 CONSULTANTS LLC  
PO BOX 2870  
JACKSON, WY 83001

JUNE 13, 2018

*THIS PAGE INTIONALLY LEFT BLANK*

APPLICANT	David Tibbitts PO Box 3695 Jackson, WY 83001
OWNER	Same as Applicant
REPRESENTATIVE	Y2 Consultants, LLC PO Box 2870 Jackson, WY 83001
PROPERTY LOCATION	660 West Broadway Avenue Town of Jackson, Wyoming 83001
DESCRIPTION OF PROPERTY	The subject property is located within the SE1/4 NW 1/4 of Section 33, Township 41 North, Range 117 West
PRE-APPLICATION	P16-086
DEVELOPMENT PERMIT	P17-122

#### PROJECT DESCRIPTION

The applicant is requesting to subdivide the above-described 1.16-acre property to create two lots. The resulting two lots 1 and 2, will be  $\pm 0.52$  acres and  $\pm 0.64$  acres, respectively. The subdivision meets current minimum standards as defined in the Auto-Commercial – Town of Jackson zone (AC-TOJ), as defined in 2.3.5.D. This Subdivision plat application is submitted in accordance to Section 7.2.2. Subdivision Standards and Section 8.5.3 Subdivision Plat Procedures and the approved development application DEV P17-122.

#### FINDINGS FOR APPROVAL

***Is in substantial conformance with an approved development plan or development option plan***  
 Complies. The approved development plan (DEV P17-122) outlines the subdivision plan and is consistent with this subdivision application.

***Complies with the standards of this section***

Complies. This application complies with all standards of section 8.5.3, Subdivision Plat of the Town LDRs including plat contents and subdivision improvement agreement.

***Complies with the subdivision standards of Div. 7.2***

Complies. This application seeks to subdivide one lot into two and includes subdivision improvements.

***Complies with all other relevant standards of these LDRs***

Complies. This Subdivision Plat application is submitted in accordance with standards of Section 7.2.3 and 8.5.3 Subdivision Plat of the LDRs. The proposed subdivision complies with relevant standards, outlined in the AC-TOJ 2.3.5.D. The proposed subdivision meets minimum lot size standards. Please refer to the Proposed Development Program table included in the approved development plan (P17-122) for subdivision lot sizes. All standards have been adequately addressed or met with this application.

## Robert Infanger

**From:** Legal Dept./JH News&Guided <[legals@jhnewsandguide.com](mailto:legals@jhnewsandguide.com)>  
**Sent:** Monday, July 23, 2018 10:50 AM  
**To:** Robert Infanger  
**Subject:** Re: Notice of Intent to Subdivide

Hi Robert,  
I will publish the legal on August 1st and 8th.

Thank you,

Rudy Perez  
Legal Notices  
(307) 733-2047  
[www.jhnewsandguide.com](http://www.jhnewsandguide.com)  
Jackson Hole News&Guide | Jackson Hole Daily

On Jul 23, 2018, at 8:23 AM, Robert Infanger <[Robert@y2consultants.com](mailto:Robert@y2consultants.com)> wrote:

Rudy,

Yes, we still intend publish the notice. The new publishing dates are August 1<sup>st</sup> and August 8<sup>th</sup>.

Thank you,  
Robert

<image003.png> Robert Infanger, PLA  
**Landscape Architect/ Project Manager**  
p: (307) 733-2999  
a: PO Box 2870 | 180 S Willow St., Jackson, WY 83001  
w: <http://www.y2consultants.com/>  
**Define. Design. Deliver.**  
<image004.png>

Privileged and Confidential: The information contained in this electronic message and any attachments is confidential information intended only for the use of the individual to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this message in error, please notify us by calling (307) 733-2999. The sender takes no responsibility for any unauthorized reliance on this message. This communication may not be forwarded (other than within the recipient to which it has been sent) without our express written consent.

**From:** Legal Dept./JH News&Guided <[legals@jhnewsandguide.com](mailto:legals@jhnewsandguide.com)>

**Sent:** Monday, July 23, 2018 8:04 AM

**To:** Robert Infanger <[Robert@y2consultants.com](mailto:Robert@y2consultants.com)>

**Subject:** Re: Notice of Intent to Subdivide

Hi Robert,

Thank you for your email. It is too late to get this legal public notice into the News&Guide for July 25th, our deadline is at 3pm on Thursday for the following Wednesday paper. Please let me know if you still intend to publish this notice and what the new publishing dates will be.

Thank you,

Rudy Perez  
Legal Notices  
(307) 733-2047  
[www.jhnewsandguide.com](http://www.jhnewsandguide.com)  
*Jackson Hole News&Guide | Jackson Hole Daily*

On Jul 20, 2018, at 4:17 PM, Robert Infanger <[Robert@y2consultants.com](mailto:Robert@y2consultants.com)> wrote:

Dear JHN&G,

Please publish the below notice of intent.

Thank you.

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#### NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that in accordance with Chapter 18-5-306 Wyoming Statutes, 1977, as amended, that David Tibbitts, owner of Parcel 22-41-16-33-1-00-020, intends to apply for a Subdivision Plat to subdivide this parcel into 2 Lots. The project is generally located at 660 West Broadway Avenue, Jackson, Wyoming.

Filing for said permit will occur at a regular meeting of the Town Council of the Town of Jackson, Wyoming. Please contact the Town of Jackson Planning Department at (307) 733-0440 for the scheduled meeting date and additional information.

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Do not print contents below line:

Please publish: July 25<sup>th</sup> and August 1<sup>st</sup>, 2018

Bill to:  
Y2 Consultants  
P.O. Box 2870  
Jackson, WY 83001

<image002.png>

**Robert Infanger, PLA  
Landscape Architect/ Project Manager**

p: (307) 733-2999

a: PO Box 2870 | 180 S Willow St., Jackson, WY 83001

w: <http://www.y2consultants.com/>

**Define. Design. Deliver.**

<image004.png>

Privileged and Confidential: The information contained in this electronic message and any attachments is confidential information intended only for the use of the individual to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this message in error, please notify us by calling (307) 733-2999. The sender takes no responsibility for any unauthorized reliance on this message. This communication may not be forwarded (other than within the recipient to which it has been sent) without our express written consent.

## SUBDIVISION IMPROVEMENT AGREEMENT

**THIS AGREEMENT** dated this \_\_\_\_\_ day of June, 2018 by and between David Tibbitts, hereinafter referred to as "Subdivider", and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the "Town", provides as follows:

**WHEREAS**, Subdivider submitted a Final Development Plan for a 2-Lot Subdivision, which was approved by Town Council on May 7<sup>th</sup>, 2018 subject to execution of this Agreement and submission of a Final Plat after completion of a survey; and

**WHEREAS**, The Subdivider is required to construct certain public improvements (the "Improvements") as a condition of the approval of the final plat and associated Development Plan; and

**WHEREAS**, the Town of Jackson Land Development Regulations require that a subdivision Agreement for public and private improvements be executed by the Subdivider and the Town and recorded in the Office of the Teton County Clerk and Recorder; and

**WHEREAS**, the Town Council approves of the terms and conditions of this Agreement for this Final Development Plan designated as the Tibbitts Highwater Addition to the Town of Jackson.

**NOW, THEREFORE, IT IS HEREBY AGREED** that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Subdivider on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

**1. SUBDIVIDER TO COMPLY:**

Subdivider shall comply with all improvement requirements contained in Section 7.2.2.A.1 A. of the Town of Jackson Land Development Regulations, the Development Plan approved by Town Council on May 7, 2018 and subdivision improvement plans and specifications retained on file in the office of the Town Engineer and the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision. Improvements shall be engineered, designed, constructed, and installed solely at Subdivider's own cost and expense except as noted below in Section 15 regarding over-sizing of utilities.

**2. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED:**

The requirements of the Town Council, as set forth in its approval of any required Final Development Plan, Conditional Use Permit, and Final Plat are hereby incorporated herein by reference as though fully set forth. Development and use of all land within the subdivision is

limited to that conveyed by the Final Plat and the Land Development ~~Regulations~~ of the Town of Jackson, as they may be amended from time to time.

**DRAFT**

**3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS:**

The subdivision infrastructure improvement plans and specifications filed by Subdivider or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer, and any revision of said improvement plans and specifications approved by said Town Engineer are hereby incorporated herein by reference as though fully set forth. All public improvement work required by Subdivider under this Agreement shall be in accordance with said improvement plans and specifications. No construction of required public or private improvements shall commence until after approval of a Final Development Plan and approval of all design and construction drawings by appropriate agencies.

The Subdivider, its contractors and subcontractors, shall follow all instructions received from the Town's inspectors. Prior to construction, the Subdivider or his engineer shall schedule a preconstruction meeting with Town Engineering at a mutually agreeable time and location with all parties concerned, including the Town staff, to review the program for the construction work.

**4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE:**

The list of improvements and the total cost of improvements required by this Agreement as estimated by a professional engineer licensed in the State of Wyoming on behalf of the Subdivider, and as approved by the Town Engineer, is attached hereto as Exhibit "A" and by this reference made a part hereof. Subdivider shall deposit with the Town, prior to filing of the Final Plat, an irrevocable letter of credit, or performance and payment bond, or funds in escrow, or other equivalent security or commitment approved by the Town Council. Such security shall be in the amount of 125% of the estimate approved by the Town Engineer and Planning Director.

**5. ESTIMATED COST OF OTHER SUBDIVISION IMPROVEMENTS AND SECURITY THEREFORE:**

There is no Affordable Housing Obligation because the subdivision does not contemplate a residential component.

**6. UNDERGROUND ELECTRICAL POWER, TELEPHONE, TELEGRAPH, CABLE TELEVISION, AND GAS FACILITIES:**

All electrical power, telephone and telegraph communication, cable television, and gas facilities within the subdivision shall be installed underground, except that above-ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Subdivider understands and agrees that any and all said facilities that are to be constructed within or under

any street improvements shall be in place prior to the construction of the surface street improvements. Subdivider affirms that the public utility companies, including the cable television company franchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by Subdivider through its officers, agents, or employees and that Subdivider is informed as to the approximate cost to Subdivider of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans.

**7. EXACTIONS:**

Subdivider shall pay exactions for the following purposes and in the following amounts to the Town prior to the filing of the Final Plat:

Parks Exactions:	\$ None
School Exaction:	\$ None
Affordable/Employee:	\$ None

**8. TIME FOR COMPLETION:**

Subdivider agrees to install all improvements as required and further agrees that all such work of improvements shall be fully completed within one year following the recordation of the Final Plat, unless said time upon written request of Subdivider made to the Town Engineer of the Town is extended by the Town, which extension shall not be unreasonably withheld.

**9. WARRANTY:**

All work and improvements required pursuant to this Agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of one (1) year from the date of acceptance, which shall be for the benefit of the Town and this obligation shall survive any release of security by the Town. The Subdivider shall post maintenance bonds or appropriate letters of credit to secure the warranties equal to 20% of the total estimated cost of construction.

**10. LIABILITY:**

Subdivider agrees to carry a comprehensive general liability policy with minimum limits of \$ \_\_\_\_\_ for each occurrence and \$ \_\_\_\_\_ annual aggregate for bodily injury and \$ \_\_\_\_\_ for each occurrence and \$ \_\_\_\_\_ annual aggregate for property damage or a combined single limit policy with minimum limits of \$ \_\_\_\_\_ for each occurrence and \$ \_\_\_\_\_ annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations, and personal injury. Subdivider also agrees to name the Town as an additional named insured as respects the contract, and a certificate of insurance covering these items shall be filed with the Town Engineer prior to the filing of the Final Plat.

**11. PERFORMANCE TESTING AND INSPECTION:**

Subdivider shall be required to obtain a Town approved State of Wyoming licensed engineer to perform and/or monitor all testing required per the Town standards.

Subdivider shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. Subdivider shall be required to complete all construction work and necessary performance tests on installed infrastructure per the existing Town standards. Subdivider shall be responsible for the preparation of daily inspection reports and tests results. This information shall be submitted to the Town Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. Subdivider shall notify the Public Works Department prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide placement for a representative of the Town to be present at the test or placement.

#### **12. RELEASE OF SECURITY:**

A. Release. As improvements are completed, the Subdivider may submit a written request to the Town Engineer for a release of part or all of the guarantee. Upon inspection and approval, the Town Engineer shall release the requested amount of the guarantee. If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with approved plans and specifications and/or requirements, the Town Engineer shall furnish the Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure compliance. If the Town Engineer determines that the Subdivider will not construct any or all of the improvements in accordance with all of the specifications and/or requirements, the Town Engineer shall draw and expend from the bond, letter of credit, deposit of collateral or other form of financial assurance, such funds as may be necessary to construct the improvements.

No implied certification of compliance. Release of the improvements guarantee does not constitute certification of compliance with the standards of these Land Development Regulations or any applicable code or other requirement or a release of the responsibility of the subdivider.

B. Acceptance by the Town

1. Prior to acceptance. The Town shall not have any responsibility with respect to any street, or other improvement, notwithstanding the use of the same by the public, unless the street or other improvement has been formally accepted by the Town.
2. Request for acceptance. Upon completion of the improvements, the subdivider may request, in writing, their acceptance by the Town. This request shall be accompanied by proof that there are no outstanding judgments or liens against the land upon which the public improvements are located.
3. Final inspection. Upon receipt of a written request for acceptance from the subdivider, the Town Engineer, and other appropriate government agencies will conduct a final inspection of the public and private improvements. The Town Engineer will furnish a written list of any deficiencies noted. The Town Engineer will

**DRAFT**

base the inspection on compliance with the approved construction plans, profiles and specifications, as required by the Land Development Regulations. Upon satisfactory completion of all construction in accordance with the approved plans, profiles, and specifications, as certified by a registered engineer in the State of Wyoming, and receipt of reproducible record drawings and satisfactory test results, the Town Engineer will notify the Subdivider in writing of the Town's approval of the public improvements and schedule the request for acceptance for review by the Town Council.

4. Record drawings. Prior to the acceptance of any completed improvements, record drawings and specifications for streets, water, sewer, drainage and other facilities must be submitted to the Town Engineer. The plans shall be submitted on twenty-four (24) inches by thirty-six (36) inches mylar and shall be accompanied by two (2) sets of prints and computerized electronic media format deemed suitable by the Town Engineer. The plans shall show the detailed location of all utilities including service lines to lots. A permanent benchmark shall be described on each sheet.
5. Certification. The following certification by the project engineer shall appear on the face of the record drawings:

**Records Plans Certificate**

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

To Be Determined

(Engineer's Signature)

\_\_\_\_\_

Date

To Be Determined

(Engineer's Name, Printed)

Wyoming P.E. No. \_\_\_\_\_

6. Notification of acceptance. Upon action of the Town Council to accept the improvements, the Town Engineer shall notify the subdivider in writing of the Town's acceptance.
7. Responsibility to maintain. Upon acceptance by the Town, all responsibility for the improvements shall be assumed by the Town, except that the Subdivider shall be subject to a one (1) year warranty on the construction of the improvements from the time of acceptance by the Town.

**13. DEVELOPMENT COORDINATION:**



Unless specifically provided in this Agreement to the contrary, the contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the improvements required herein. Subdivider shall notify the Town Engineer when improvements shall be installed. The Planning Director shall coordinate development exactions related to parks fees, school fees and affordable housing or construction of affordable housing.

**14. ACCEPTANCE:**

The Town agrees to accept the improvements only upon proper completion of the public and private infrastructure improvements as set forth in article 3 of this Agreement, and the satisfactory testing and inspection and acceptance of said improvements as set forth in articles 11 and 12 of this Agreement. The Town shall not be responsible for any improvements, maintenance, or care until the same shall be accepted, nor shall the Town exercise any control over the improvements until accepted.

**15. REIMBURSEMENT FOR INFRASTRUCTURE OVER-SIZING:**

The Town agrees to reimburse Subdivider for infrastructure over-sizing generally described as follows:

[N/A]

The reimbursement shall be effected only after such time as the Town accepts the subdivision improvements, a written request for reimbursement is submitted to the Town by Subdivider, and the Town Council, acting on the advice and recommendation of the Town Engineer, authorizes the reimbursement.

**16. NOTICES:**

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

Town:           Town of Jackson  
                 Attention: Town Engineer  
                 PO Box 1687  
                 Jackson, WY 83001

Subdivider:    David Tibbitts  
                 Attention: Jeff Tibbitts  
                 PO Box 34  
                 Jackson, WY 83001  
                 jefftibbitts1@gmail.com

 DRAFT

Either party upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

**17. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS:**

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

**18. TITLE AND AUTHORITY:**

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

**19. SEVERABILITY:**

This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, State or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

**TOWN OF JACKSON,  
a municipal corporation  
of the State of Wyoming**

 DRAFT

By: \_\_\_\_\_  
Pete Muldoon, Mayor

Attest: \_\_\_\_\_  
Olivia Goodale, Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Audrey Cohen-Davis, Town Attorney

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Brian Lenz, Town Engineer

By: \_\_\_\_\_  
Tyler Sinclair, Town Planning Director

**SUBDIVIDER**

By: \_\_\_\_\_

Name: David Tibbitts

STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

 DRAFT

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

Witness my hand and official seal.

---

Notary Public

My commission Expires:

STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

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

Witness my hand and official seal.

---

Notary Public

My commission Expires:

STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

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

Witness my hand and official seal.

---

Notary Public

My commission Expires:

STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )



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

Witness my hand and official seal.

---

Notary Public

My commission Expires:

STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

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

Witness my hand and official seal.

---

Notary Public

My commission Expires:

STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by David Tibbitts this \_\_\_\_ day of 2018.

Witness my hand and official seal.

---

Notary Public

My commission Expires:

# ALTA Plain Language Commitment Form

## INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

Reference: /David Tibbitts  
660 West Broadway Avenue, Jackson, WY 83001  
PIN# 22-41-16-33-1-00-020

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## YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

**First American Title Insurance Company**  
**PO Box 3609 / 175 South King St, Jackson, WY 83001**  
**Phone: (307) 733-2597 - FAX (307) 733-8530 - Email:**  
For Title questions call: **Amy F. Evans**

## TITLE INSURANCE COMMITMENT

BY

*First American Title Insurance Co*

## AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within 90 DAYS after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

The Conditions on Page 3 .

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

***First American Title Insurance Company***



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

Issued by: First American Title Insurance Company  
Address: 175 S King, PO Box 3609, Jackson, WY 83001

First American Title Insurance Co

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.

First American Title Insurance Co

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

## SCHEDULE A

### TITLE REPORT/Revision 2

1. Commitment Date: May 29, 2018 at 5:00 p.m.

2. Policy (or Policies) to be issued:

a. ALTA Std Owner Policy (6-17-06)-WY-N	\$TBD
---	-------

Proposed Insured:

TBD

3. Fee interest in the land described in this Commitment is owned, at the Commitment Date, by David Tibbitts, a single man.

4. The Land referred to in this Commitment is described as follows:

A Tract of Land located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 33, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, being more particularly described as follows: Beginning at a Point on the west line of Said SE $\frac{1}{4}$ NW $\frac{1}{4}$  which lies N00°12'25"E, 660.83 feet from the southwest corner of Said SE $\frac{1}{4}$ NW $\frac{1}{4}$ , the center-west one-sixteenth corner of Said Section 33;

Thence along said west line of Said SE $\frac{1}{4}$ NW $\frac{1}{4}$ , N00°12'25"E, 159.28 feet, more or less, to the southerly right-of-way line of U.S. Highway 26, 89, 189, 191;

Thence along said southerly right-of-way line, N80°01'32"E, 222.41 feet to the point of curvature of a spiral curve to the left, Station 280+35 of said right-of-way line, a curve offset to the right (South) 66 feet from a 200 foot long, 4 degree spiral curve of decreasing radius proceeding west to east at the highway centerline;

Thence along a portion of said spiral curve, said portion being subtended by a chord of 99.51 feet bearing N79°08'07"E a distance of 99.57 feet, more or less, to the intersection with the west line of that easement for ingress and egress granted to Lower Valley Power and Light, Inc. as described in that instrument of record in Book 50 of Photo pages 21 to 23, records of Teton County;

Thence along the westerly line of said easement, S00°37'10"W, 160.11 feet, more or less, to a point which lies N00°38'59"E, 727.63 feet from the point of curvature of a horizontal, circular curve to the right on said easement;

Thence S79°51'45"W, 320.83 feet to the Point of Beginning.

First American Title Insurance Co

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

## SCHEDULE B - I

### REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- d. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

First American Title Insurance Co

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

## SCHEDULE B - II

### EXCEPTIONS FROM COVERAGE

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.

Taxes for the year 2018.

NOTE: Taxes for the year 2017 appear to be in the amount of \$8,764.85, Account No. OJ-1057 according to the County Treasurer. The first installment is due and payable September 1, delinquent November 10. The second installment is due and payable March 1 of the following year, delinquent May 10. The first installment is \$4,382.43, and PAID, and the second installment is \$4,382.42, and PAID.

First American Title Insurance Co

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

8. Right of way, including terms and conditions contained therein:  
Granted To: State of Wyoming  
For: Public Road  
Recorded: December 22, 1938  
Recording Information: Book 6 of Deeds, page 1
9. Easement, including terms and conditions contained therein:  
Granted to: The Town of Jackson  
For: Right of Way  
Recorded: May 5, 1949  
Recording Information: Book 6 of Mixed Records, page 351-352
10. Easement, including the terms and conditions contained therein:  
Granted To: Mountain States Telephone and Telegraph  
For: Construction, operation and maintenance of communication facilities.  
Recorded: February 13, 1979  
Recording Information: Book 82 of Photo, page 172-173
11. Easement, including terms and conditions contained therein:  
Granted to: Town of Jackson, a Municipal Corporation  
For: a perpetual easement and right-of-way for the construction and continued maintenance, repair, alteration, and replacement of electric service, and telemetry control facilities  
Recorded: February 5, 1997  
Recording Information: Book 330 of Photo, page 1172-1175
12. Easement, including terms and conditions contained therein:  
Granted To: Lower Valley Power and Light, Inc.  
For: Construction, operation and maintenance of electric distribution circuits  
Recorded: November 5, 1998  
Recording Information: Book 364 of Photo, page 631
13. Easement, including terms and conditions contained therein:  
Granted To: Lower Valley Energy, Inc.  
For: Construction, operation and maintenance of electric distribution circuits  
Recorded: October 19, 2001  
Recording Information: Book 437 of Photo, page 690
14. Matters as disclosed in T-46C  
Recorded: December 6, 2002

First American Title Insurance Co

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

15. Fence Removal Agreement including the terms and conditions thereof:  
Between: Wyoming Department of Transportation  
And: Karns Ranch  
Recorded: August 12, 2003  
Recording Information: Book 518 of Photo, page 526-534

16. Easement, including terms and conditions contained therein:  
Granted to: Silver Star Telephone Company, Inc.  
For: Utility Easement  
Recorded: September 14, 2015  
Recording Information: Book 904 of Photo, page 540-541

17. Mortgage and the terms and conditions thereof:  
Mortgagor: David Tibbitts, a single man  
Mortgagee: Karns Ranch Limited Partnership  
Original Amount: \$1,250,000.00  
Dated: November 17, 2015  
Recorded: November 18, 2015  
Recording Information: Book 909 of Photo, page 182-189

18. Easement, including the terms and conditions contained therein:  
Granted To: Silver Star Telephone Company, Inc.  
For: Construction, operation and maintenance of telecommunication facilities.  
Recorded: May 24, 2017  
Recording Information: Book 945 of Photo, page 944-946

First American Title Insurance Co

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

**The First American Corporation**  
***First American Title Insurance Company***



**First American Title**

**Privacy Information**

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

**Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

**Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

**Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

First American Title Insurance Co

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

## LEGEND

- ◎ Indicates a steel reinforcing bar with an aluminum cap inscribed "PLS 4270" found this survey
- ⊗ Indicates a calculated point, nothing found or set
- Indicates a steel reinforcing bar with an aluminum cap inscribed "PLS 16012" set this survey
- Indicates a Brass Cap inscribed R.O.W.
- ◊ Overhead Utility Pole

## CERTIFICATE OF SURVEYOR

State of Wyoming) ss  
County of Teton )

I, Mark W. Fellermann, a Professional Land Surveyor of Jackson, Wyoming, hereby certify, to the best of my knowledge and belief:

that this plat was made from notes of surveys made under my direction and under the direction of David Kemper, PLS 15645 during January AND April 2017 and from records in the Office of the Teton County Clerk;

that this plat correctly represents the final plat of the TIBBITS SUBDIVISION within the SE1/4NW1/4 of Section 33, T.41N, R.116W, 6th P.M., Teton County, Wyoming;

that the TIBBITS SUBDIVISION, shown hereon is a subdivision of land described in Book 909, Photo, pages 179-181 recorded in said Office, being more particularly described as follows:

Beginning at the Point of Intersection of the west line of said SE1/4NW1/4 and the southerly right-of-way line of US HWY 26, 89, 189, & 191;

Thence along said southerly right-of-way line, N80°29'02"E, 222.56 feet to the point of curvature of a spiral curve to the left, Station 280+35 of said right-of-way line, a curve offset to the right (South) 66 feet from a 200 foot long, 4 degree spiral curve of decreasing radius proceeding west to east at the highway centerline;

Thence along a portion of said spiral curve, said portion being subtended by a chord of 99.33 feet bearing N80°03'00"E, more or less, to the Point of Intersection with the west right-of-way line of a 60 foot wide right-of-way granted to Teton County Housing Authority as described in that instrument of record in Book 457 of Photo pages 621-626, records of Teton County;

Thence along the westerly line of said easement, S01°06'51"W, 159.64 feet to a point;

Thence S80°21'27"W, 320.83 feet to a point on the west line of said SE1/4NW1/4;

Thence along said west line of said SE1/4NW1/4, N00°44'41"E, 159.40 feet, more or less, to the southerly right-of-way line of U.S. Highway 26, 89, 189, & 191 AND the Point of Beginning.

Basis of Bearing N 00°44'41" E along the west line of Lot 1 shown hereon.

Containing 1.16 acres, more or less, and subject to easements, rights-of-way, reservation, and restrictions, of sight and/or record, including but not limited to those shown hereon.

That all points and corners are monumented as shown hereon.

Mark W. Fellermann  
Wyoming Professional Land Surveyor No. 16012

## ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Mark Fellermann this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Witness my hand and official seal.

Notary Public My commission expires:

## OWNER:

DAVID TIBBITS  
P.O. BOX 3695  
JACKSON, WYOMING 83001

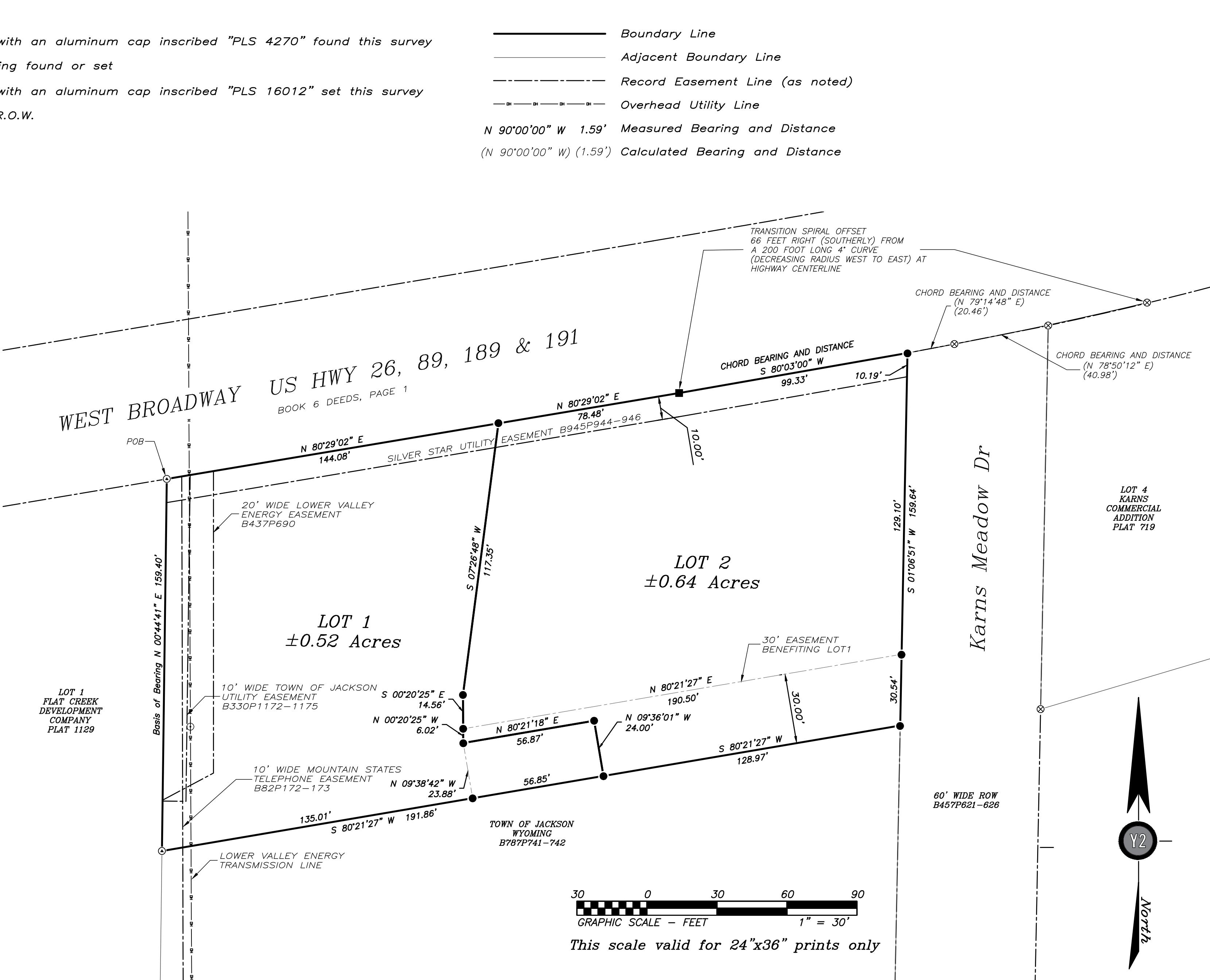
## SURVEYOR:

Y2 Consultants, LLC  
180 S. WILLOW ST.  
P.O. BOX 2870  
JACKSON, WYOMING 83001  
PHONE: 307-733-2999

NUMBER OF LOTS: 2  
TOTAL PROJECT ACREAGE: 1.15 ACRES

PREPARATION DATE: June 15, 2017  
FINAL REVISION DATE: XX, 2017

Project Number: 15215  
Project Path: F:\2015\15215\Survey\ACAD\15215\_FINAL\_PLAT.dwg  
Drawn By: DBK/MWF  
Reviewed By: GPP  
Drawing Date: June 15, 2017  
Revision Date: \_\_\_\_\_



## CERTIFICATE OF MORTGAGEE

Consent of mortgagee, KARNS RANCH LIMITED PARTNERSHIP, OF P.O. BOX 10, JACKSON WY, by separate affidavit recorded concurrently with this plat.

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE

SELLER DOES NOT WARRANT TO PURCHASER THAT HE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER WITHIN OR ADJACENT TO THE SUBDIVISION

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER TO PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISIONS EXCEPT AS PERMITTED BY THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS

PUBLIC MAINTENANCE OF US HIGHWAY 26/89/189/191 AND KARNS MEADOW DRIVE

NO PUBLIC MAINTENANCE OF ROADS WITHIN THIS SUBDIVISION

## CERTIFICATE OF APPROVAL

State of Wyoming) ss  
County of Teton )

The foregoing subdivision, TIBBITS SUBDIVISION was approved at the regular meeting of the Town Council on the XXth day of xxxxMONTH, 2018 in accordance with Section 15-1-415, Wyoming State Statutes, and the Town of Jackson Land Development Regulations.

TOWN OF JACKSON

Attest

Clerk \_\_\_\_\_

Town Engineer \_\_\_\_\_

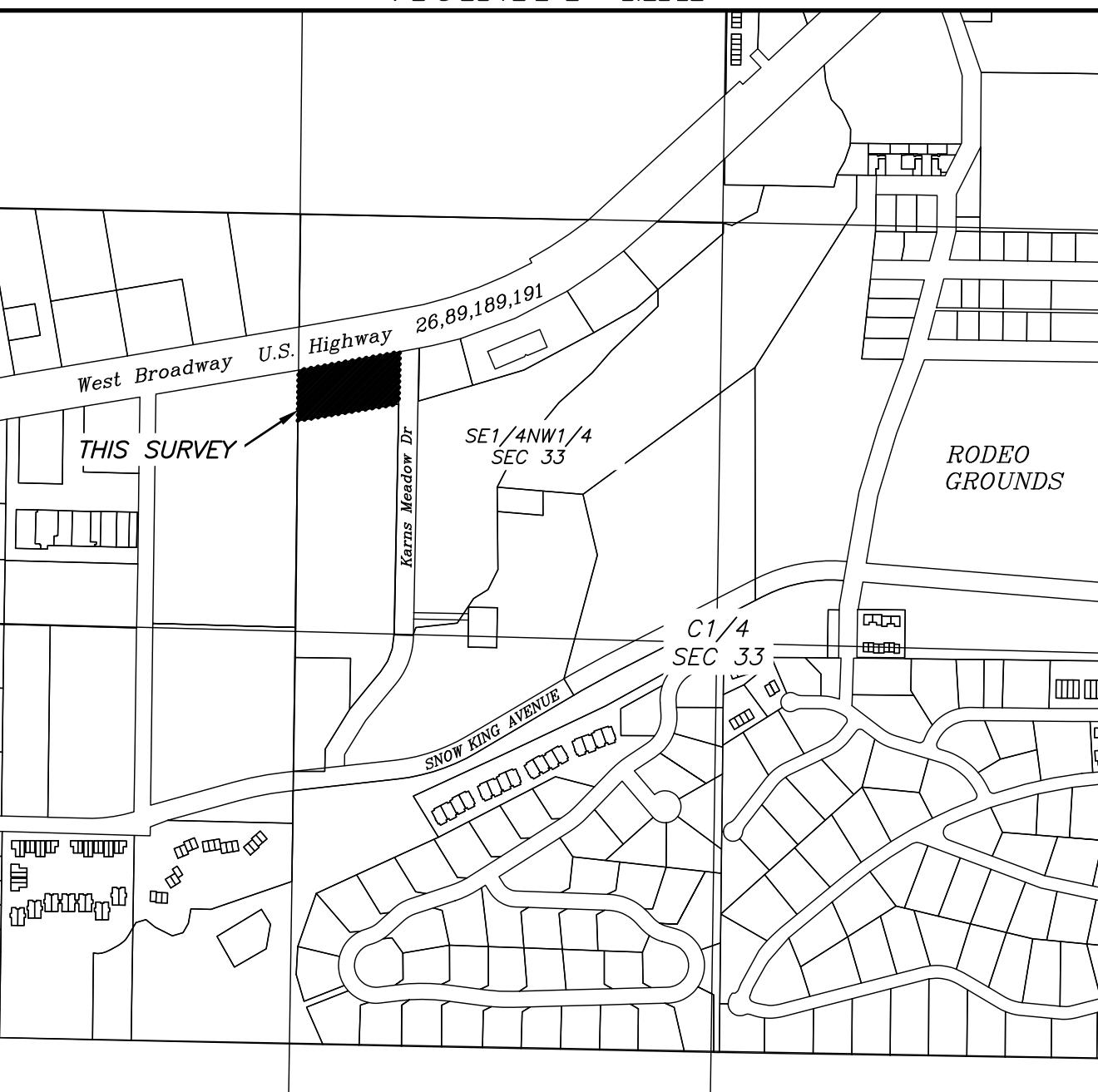
Mayor \_\_\_\_\_

Planning Director \_\_\_\_\_

SIGNATURE BY SEPARATE AFFIDAVIT  
David Tibbits

DRAFT

## VICINITY MAP



we define, design & deliver  
the places that you Play, Live & Work

Scale: 1'=500'

Part of Section 33  
T. 41 N, R. 116 W, 6th P.M.  
Teton County, WY

## CERTIFICATE OF OWNER

State of Wyoming) ss  
County of Teton )

The undersigned owner and proprietor hereby certifies that the foregoing subdivision of 660 West Broadway Avenue, Jackson, WY 83001 as described in the Certificate of Surveyor hereon, recorded in Book 909 Photos Page 179-181 in the Office of the Clerk of Teton County, Wyoming, lying within the SE1/4NW1/4 of Section 33, T. 41 N, R. 116 W, 6th P.M., Town of Jackson, Teton County, Wyoming as shown hereon is with the free consent and in accordance with his desire:

that the name of the subdivision shall be the TIBBITS SUBDIVISION;

that said TIBBITS SUBDIVISION contains two lots, LOT 1 and LOT 2, shown hereon;

that said TIBBITS SUBDIVISION is subject to easements, rights-of-way, reservations, and restrictions, of sight and/or of record, including but not limited to those shown hereon;

that the foregoing subdivision is subject to a Right of Way, including terms and conditions contained therein, described in Book 6 of Deeds, page 1, granted to the State of Wyoming for a Public Road;

that the foregoing subdivision is subject to an easement, including terms and conditions contained therein, described in Book 6 of Mixed Records, pages 351-352, granted to The Town of Jackson for a Right of Way;

that said Lot 1 is subject to that easement, including terms and conditions contained therein, described in Book 82 of Photo, pages 172-173, granted to Mountain States Telephone and Telegraph, for construction, operation and maintenance of communication facilities, recorded in said Office;

that said Lot 1 is subject to that easement, including terms and conditions contained therein, described in Book 330 of Photo, pages 1172-1175, granted to Town of Jackson, a Municipal Corporation, for a perpetual easement and right-of-way for the construction and continued maintenance, repair, alteration, and replacement of electric service, and telemetry control facilities, recorded in said Office;

that said Lot 1 is subject to that easement, including terms and conditions contained therein, described in Book 437 of Photo, page 690, granted to Lower Valley Energy, Inc., for construction, operation and maintenance of electric distribution circuits, recorded in said Office;

that said Lot 2 is subject to a non-exclusive easement for access, underground utilities, and sewer, 30 feet wide, shown hereon, for benefit of Lot 1;

that said foregoing subdivision is subject to matters disclosed on map T-46C recorded in said Office;

that said foregoing subdivision is subject to a Fence Removal Agreement, including the terms and conditions thereof, as described in Book 518 of Photo, pages 526-534, between Wyoming Department of Transportation AND Kars Ranch, recorded in said Office;

that said foregoing subdivision is subject to an easement, including terms and conditions contained therein, as described in Book 945 of Photo, pages 944-946, granted to Silver Star Telephone Company, Inc., for a Utility Easement, recorded in said Office;

that no surface water rights are attached to this subdivision;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to said subdivision;

that Wyoming law does not recognize any riparian rights with regard to the natural flow of a stream or river for persons living on the banks of the stream or river;

that access across all roads, driveways, and parking areas located within said subdivision is hereby granted to emergency vehicles including police, ambulances and fire department vehicles;

that all rights under the Homestead Exemption Laws of the State of Wyoming are hereby waived and released.



Y2 Consultants, LLC  
P.O. Box 2870  
180 S. Willow St.  
Jackson, WY 83001  
Tel 307.733.2999  
y2consultants.com

Sheet 1 of 1

FINAL PLAT  
PREPARED FOR  
TIBBITS SUBDIVISION  
Being a Portion of the  
SE1/4NW1/4 SECTION 33  
T. 41 N, R. 116 W, 6th P.M.,  
TETON COUNTY, WYOMING

Affidavit of  
Acknowledgment and  
Acceptance of Plat

DRAFT

KNOW ALL MEN BY THESE PRESENTS:

\_\_\_\_\_, \_\_\_\_\_, Karns Ranch Limited Partnership a  
(Name) (Title)

Wyoming limited partnership, duly sworn, does hereby depose and say:

1. that Karns Ranch Limited Partnership, is the mortgagee under that mortgage of record in the Office of the Clerk of Teton County, Wyoming recorded in Book 909 of Photo, pages 182-189, which affect title to real property of record being a tract of land located in the SE1/4NW1/4 of Section 33, Township 41 North, Range 116 West, Town of Jackson, Teton County, Wyoming.
2. that I have examined a copy of the Final Plat of the \_\_\_\_\_, dated \_\_\_\_\_ to be recorded in said Office;
3. that I hereby consent to the subdivision as described in the Certificate of Surveyor and the Certificate of Owner found on said Plat;
4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Mortgagee as contained on said Plat.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name Here)

\_\_\_\_\_  
(Title)  
Karns Ranch Limited Partnership

State of \_\_\_\_\_  
\_\_\_\_\_  
) ss  
County of \_\_\_\_\_)

The foregoing instrument was subscribed and sworn before me by \_\_\_\_\_,  
\_\_\_\_\_, Karns Ranch Limited Partnership  
(Title) \_\_\_\_\_  
(Print Name Here)

on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Witness my hand and official seal.

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

My commission expires:

Page 1 of 1

F:\2015\15215\Docs\2018 Plat App\15215\_Karns Ranch\_mortgagee\_affidavit.doc

**Affidavit of  
Acknowledgment and  
Acceptance of Final Plat**

KNOW ALL MEN BY THESE PRESENTS:

David Tibbitts, does hereby depose and say:

1. that I am David Tibbitts, which owns real property in the Town of Jackson, Teton County, Wyoming, being that parcel of land described in that Warranty Deed recorded in the Office of the Clerk of Teton County, Wyoming in Book 909, pages 179-181;
2. that I have examined a copy of the Final Plat of the proposed subdivision titled \_\_\_\_\_ dated \_\_\_\_\_;
3. that I hereby consent to the subdivision as described in the Certificate of Surveyor and Certificate of Owner found on said plat;
4. that I intend the signatures to and the recording of this Affidavit shall have the same force and effect as our signatures to the Certificate of Owner as contained on said final plat.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017

---

David Tibbitts

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by David Tibbitts, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Witness my hand and official seal.

## Notary Public

### My Commission Expires:

Page 1 of 1