



# 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- *Nelson*
  - Assessor
  - Clerk and Recorder
  - Road and Levee
- 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: January 10, 2019	<b>REQUESTS:</b>  The applicant is submitting a request for a Boundary Adjustment (no plat) for 270 Spruce Drive legally known as LOT 3, PINES ADDITION.  For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.
Item #: P19-007	
Planner: Tyler Valentine Phone: 733-0440 ext. 1305 Fax: 734-3563 Email: tvalentine@jacksonwy.gov	
Owner: Rodger and Corinne Young 3321 E. Twin Peaks Dr. Layton, UT 84040	
Applicant: Long Reimer Winegar Beppler PO Box 3070 Jackson, WY 83001	
<b>Please respond by: January 31, 2019 (Comments)</b>	

The applicant is submitting a request for a Boundary Adjustment (no plat) for 270 Spruce Drive legally known as LOT 3, PINES ADDITION.

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

270 WEST PEARL, SUITE 103  
P. O. Box 3070  
JACKSON, WY 83001  
307.734.1908  
307.733.3752 (fax)  
[WWW.LRW-LAW.COM](http://WWW.LRW-LAW.COM)



LONG  
REIMER  
WINEGAR

LONG | REIMER | WINEGAR | BEPPLER LLP

WITH ATTORNEYS ADMITTED IN  
WY CO UT ID MT NE ND AZ & CA

ERIKA M. NASH  
PARTNER

ADMITTED IN WY  
[enash@lrw-law.com](mailto:enash@lrw-law.com)

January 9, 2019

Ms. Tiffany Stolte  
Town of Jackson  
150 East Pearl Avenue  
Jackson, WY 83001

*Via Email and Hand Delivery:*  
[tstolte@jacksonwy.gov](mailto:tstolte@jacksonwy.gov)

*Re: Planning Permit Application – Right-of-Way Easement Vacation*

Dear Ms. Stolte,

On behalf of Roger and Corinne Young, owners of 270 Spruce Drive, please find the following items enclosed with this letter:

1. Planning Permit Application – Boundary Adjustment (no plat);
2. Check for the Application Fee of \$450;
3. Executed Letter of Authorization;
4. Proof of Ownership – Warranty Deed;
5. Title Report – ALTA Commitment for Title Insurance;
6. Copy of Right-of-Way Easement recorded on title;
7. Brief Narrative of Request;
8. Copies of Final Plat and ATLA/NSPS Land Title Survey (showing highlighted right-of-way easement to be vacated); and
9. Draft Vacation of Right-of-Way Easement “instrument” prepared in accordance with LDR Section 8.2.13.C.5.a.

Very truly yours,

LONG REIMER WINEGAR BEPPLER LLP

BY: ERIKA M. NASH

EMN:psc

CC: Tyler Valentine (via email at [tvalentine@jacksonwy.gov](mailto:tvalentine@jacksonwy.gov))  
Christopher M. Reimer (via email at [CReimer@lrw-law.com](mailto:CReimer@lrw-law.com))  
Roger Young (via email at [Ryoung2222@aol.com](mailto:Ryoung2222@aol.com))  
Corinne Young (via email at [csiyoung](mailto:csiyoung))



**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: 270 Spruce Dr. TOJ Right-of-Way Easement Vacation

Physical Address: 270 Spruce Dr., Jackson, WY 83001

Lot, Subdivision: Lot 3, Pines Addition PIDN: 22-41-16-33-4-12-003

**OWNER.**

Name: Roger B. and Corinne C. Young Phone: 801-301-9630  
Mailing Address: 3321 E. Twin Peaks Dr., Layton, UT ZIP: 84040  
E-mail: Ryoung2222@aol.com; csiyoung@aol.com

**APPLICANT/AGENT.**

Name: Long Reimer Winegar Beppler LLP Phone: 307-734-1908  
Mailing Address: P.O. Box 3070, Jackson, WY ZIP: 83001  
E-mail: enash@lrw-law.com; jchandler@lrw-law.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 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 checked="" 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 #: n/a Environmental Analysis #: \_\_\_\_\_  
Original Permit #: n/a 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.

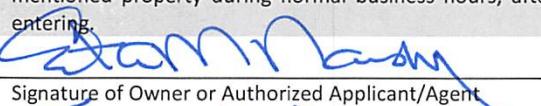
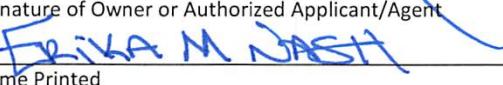
#### FORMAT.

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  
  
Name Printed

  
Date  
Agent  
Title

## LETTER OF AUTHORIZATION

Roger B. Young and Corinne C. Young, "Owner" whose address is: \_\_\_\_\_

3321 East Twin Peaks Drive, Layton, UT 84040

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Roger B. Young and Corinne C. Young, husband and wife, as the owner of property  
more specifically legally described as: \_\_\_\_\_

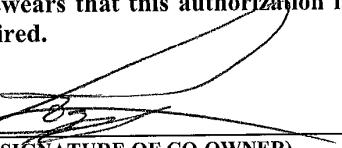
Lot 3 of Pines Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded September 10, 1980 as Plat No. 423

Pin # 22-41-16-33-4-12-003

(If too lengthy, attach description)

HEREBY AUTHORIZES Erika M. Nash or Jordan S. Chandler, both of Long Reimer Winegar Beppier LLP 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)

STATE OF Wyoming \_\_\_\_\_ )

)

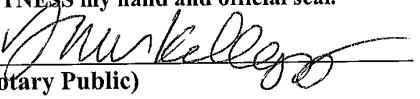
SS. \_\_\_\_\_ )

COUNTY OF Platte \_\_\_\_\_ )

)

The foregoing instrument was acknowledged before me by Roger B. Young and Corinne C. Young this 21<sup>st</sup> day of December, 2018.

WITNESS my hand and official seal.

  
(Notary Public)  
My commission expires:

(Seal)





## WARRANTY DEED

First American Title  
Insurance Company

Pitchfork Investments Company, a Wyoming corporation, 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 Roger B. Young and Corinne C. Young, husband and wife as tenants by the entireties, GRANTEEES, whose address is 3321 East Twin Peaks Drive, Layton, UT 84040, 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 3 of Pines Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded September 10, 1980 as Plat No. 423.

Pin # 22-41-16-33-4-12-003

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 our hands this 26<sup>th</sup> day of September, 2005.

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

Pitchfork Investments Company,  
a Wyoming corporation:

  
Margot Belden, President

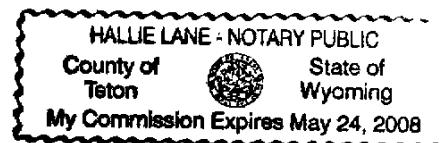
  
Sean O'Brien, Secretary

STATE OF Wyoming)  
COUNTY OF Teton)

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of September, 2005 by Margot Belden as President, and Sean O'Brien as Secretary of Pitchfork Investments Company, a Wyoming corporation.

WITNESS my hand and official seal.

  
Notary Public  
My Commission Expires: \_\_\_\_\_



Law Office of  
Hess Carlman & D'Amours, LLC  
Post Office Box 449  
30 East Simpson Avenue  
Jackson, Wyoming 83001  
307-733-7881



**First American  
Commitment**

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 4551-3144213

**COMMITMENT FOR TITLE INSURANCE**

**Issued By**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### **1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
- 2.** If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### **4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### **5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

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

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Form 5030000 (1-31-17)	Page 3 of 8	ALTA Commitment for Title Insurance (8-1-16) Wyoming
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**First American**

# Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 4551-3144213

**Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company

**Inquiries Should Be Directed To:**

Issuing Office: PO Box 3609 / 175 South King St  
Jackson, WY 83001

Phone:

Issuing Office's ALTA® Registry ID: 1123763

Email:

Commitment No.: 4551-3144213

Issuing Office File No.: 4551-3144213

Property Address: 270 Spruce Drive, Jackson, WY 83001

Revision No.:

## SCHEDULE A

1. Commitment Date: October 04, 2018 at 5:00 PM
2. Policies to be issued:
  - (a) 2006 ALTA® Owner's Policy  
Proposed Insured: Ryan J. Fowler and Nicole S. Fowler, husband and wife  
Proposed Policy Amount: \$1,625,000.00
3. The estate or interest in the Land described or referred to in this Commitment is

## FEE

4. The Title is, at the Commitment Date, vested in:  
Roger B. Young and Corinne C. Young, husband and wife as tenants by the entireties
5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**First American**

# Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 4551-3144213

## SCHEDULE B, PART I

### Requirements

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- E. Release of the Mortgage:

Mortgagor:	Roger B Young and Corinne C Young, husband and wife
Mortgagee:	Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Zions First National Bank
Amount:	\$500,000.00
Recorded:	December 23, 2015
Recording Information:	Book 911 of Photo, Page 577-589

- F. Release of Line of Credit Mortgage:

Mortgagor:	Roger B. Young and Corinne C. Young, husband and wife as tenants by the entireties
Mortgagee:	Zions First National Bank
Amount:	\$367,500.00
Recorded:	August 18, 2015
Recording Information:	Book 902 of Photo, Page 716-725

- G. Warranty Deed from Roger B. Young and Corinne C. Young, husband and wife to Ryan J. Fowler and Nicole S. Fowler, husband and wife.

NOTE: A Statement of Consideration is required with each transfer of title in the State of Wyoming.

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**First American**

## **Schedule BI & BII (Cont.)**

**ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

File No: 4551-3144213

### **SCHEDULE B, PART II**

#### **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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 right, Title or interest including any claim thereto, to minerals, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, gravel or other common variety materials, whether or not shown by the Public Records.
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 2019.

NOTE: Taxes for the year 2018 appear to be in the amount of \$7,286.14, Account No. OJ-3408 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 \$3,643.07, and PAID, and the second installment is \$3,643.07, and PAID.

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NOTE: Personal Property Taxes for the year 2018 appear to be in the amount of \$18.16, Account No. OJ-7714, 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 \$9.08, and PAID, and the second installment is \$9.08 and PAID.

Taxes upon Personal Property are a lien upon all real property owned by the person against whom the tax was assessed, per Wyoming Statute 39-13-108.

8. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
9. Covenants, conditions, restrictions, easements, including the terms and conditions thereof, rules, regulations and other matters as shown on the subdivision plat of Pines Addition, Recorded September 10, 1980 as Plat No. 423.
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: October 27, 1993  
Recording Information: Book 278 of Photo, page 974
11. A Contract for Purchase of Power, including the terms and conditions contained therein:  
Between: Lower Valley Power and Light, Inc.  
And: Aaron Pruzan, a single man  
Recorded: October 27, 1993  
Recording Information: Book 278 of Photo, page 975-976

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Form 5030000 (1-31-17)	Page 7 of 8	ALTA Commitment for Title Insurance (8-1-16) Wyoming
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*First American*

**Exhibit A**

ISSUED BY

**First American Title Insurance Company**

File No: 4551-3144213

File No.: 4551-3144213

The Land referred to herein below is situated in the County of Teton, State of Wyoming, and is described as follows:

Lot 3 of Pines Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded September 10, 1980 as Plat No. 423.

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RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that for ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, <sup>The</sup> Jackson Hole Corporation, Inc., a Wyoming corporation, hereinafter called "GRANTOR", hereby grants to the Town of Jackson, an incorporated town in the State of Wyoming, its successors or assigns, hereinafter called the "GRANTEE", the right to lay out, construct, inspect, operate, maintain and repair an underground pipe line, main or water line, together with the right to excavate and refill ditches and trenches for the location of said pipe line and mains, and the further right to remove trees of less than 6" DBH only, bushes, under-growth and other obstructions interfering with the location, construction and maintenance of said pipe lines, pump stations, mains and water lines for the use of the Grantee over and across the described strip of land situate in Teton County, Wyoming and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

The grant herein contained is an easement and shall be perpetual so long as the same is used for the aforementioned purposes. The Grantor will not use or permit to be used the conveyed property for any purpose whatsoever which would interfere with the use hereby granted to the Grantee, provided, however, that the Grantor may use the conveyed property for parking, storage, road or agricultural purposes, and may place anything which is movable upon the property. Grantee shall repair or replace any items which it shall move from the conveyed property and shall repair any damage by reason of the Grantee's use of the property as contemplated by this easement.

Grantor does hereby waive and release all rights under and by virtue of the Homestead Exemption laws of the State of Wyoming, insofar as affected by this conveyance.

Rec'd. I.C. 5-11 19 79 at 8:05 a.m. X All  
in book 65 lf. Photo page 251 to 253  
D.C. 107500 0.00 pd  
J. J. [Signature] County Clerk

RECORDED	<input type="checkbox"/>
COMPARED	<input type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
ABSTRACTED	<input type="checkbox"/>

IN WITNESS WHEREOF, the party has hereunto set its hands  
this 16th day of April, 1979.

THE JACKSON HOLE CORPORATION, INC.,  
a Wyoming corporation

By: Paul N. Scherbel  
its President

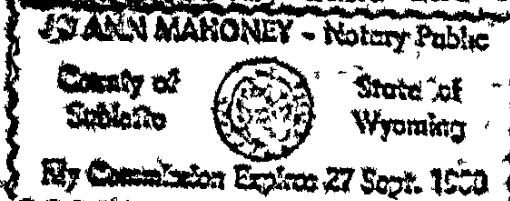


Rachel A. Scherbel  
Secretary-Treasurer

STATE OF WYOMING )  
SUBLETTE ) ss.  
COUNTY OF SUBLETTE )

The foregoing instrument was acknowledged by Paul N. Scherbel  
and Rachel A. Scherbel before me and to me known and known to be  
the persons described in and who executed the foregoing instrument  
as President and Secretary-Treas respectively of <sup>The</sup> Jackson Hole  
Corporation, Inc., a Wyoming corporation, and severally acknowledged  
before me that they executed the same as such officers in the name  
of and for and on behalf of the said corporation.

Witness my hand and official seal.



JoAnn Mahoney  
Notary Public

My Commission Expires: 27 September 1980

Description for

TOWN OF JACKSON

from

THE JACKSON HOLE CORPORATION, INC.

(Utility Agreement — West Side)

To: etc. —

A strip of land twenty feet in width being part of the ~~1/4~~ of Section 33, Twp. 11N within the incorporated limits of the Town of Jackson, Teton County, Wyoming and part of that tract of record in the Office of the Clerk of Teton County in Book 42 of Deeds on page 550, with the west line described as follows:

BEGINNING at the northeast corner of lot 60 of the Aspen Highlands Addition to the Town of Jackson of record as Plot No. 175 in said Office; thence N30°-57.5'E, 490.16 feet, more or less, to an intersection with the north line of the said tract of record;

ENCLOSING an area of 0.229 acre, more or less.

8 March 1979

J. Scherbel  
CYON SCHERBEL LTD.  
Land Surveyor No. 164  
Wyo. Wyoming 83113

"Modification in any way of the foregoing description terminates liability of the surveyor."

### Brief Narrative of Request

We, Roger B. Young and Corinne C. Young, as the owners of 270 Spruce Drive, submit to the Town of Jackson Council for consideration this Planning Permit Application (“Application”) for a boundary adjustment without replat, pursuant to Section 8.2.13.C.5.a of the Town of Jackson Land Development Regulations (“LDR”).

Section 8.2.13.C.5 of the LDR provides that, “[v]acation of . . . utility easement does not require a new plat provided” that certain standards within this section of the LDR are met. Section 8.2.13.C.5, Paragraphs a and b, provide those standards. Paragraph a of that section requires filing an instrument with the County Clerk stating that “the partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat,” and includes an “[a]cknowledgment by all parties affected by the vacation; and [a]cknowledgement by the Town Council.” Paragraph b of this same section instructs the County Clerk to make certain annotations on the plat.

Our Application specifically requests the vacation of that certain right-of-way easement recorded in the Office of the Teton County Clerk on May 11, 1979, in Book 85 of Photo on page 251 to 253 (the “Easement”), as shown on the subdivision plat of the Pines Addition recorded in the Office of the Teton County Clerk on September 10, 1980 as Plat No. 423 (the “Plat”). Based on previous correspondence with the Town of Jackson Engineering Department regarding the Easement, our understanding is that the water main within the Easement was abandoned a few years ago by the Town of Jackson, and that the Easement is no longer necessary. The Easement, which we have highlighted on the copy of the Plat enclosed with our Application, creates a cloud on title that we would now like to cleanup.

We have enclosed a draft Partial Vacation Without Replat and Vacation of Right-of-Way Easement instrument (the “Draft Instrument”), which includes the statement and acknowledgements required by Section 8.2.13.5.a. Additionally, the Draft Instrument also includes instructions to the County Clerk regarding the necessary annotations to the Plat once the Easement is vacated.

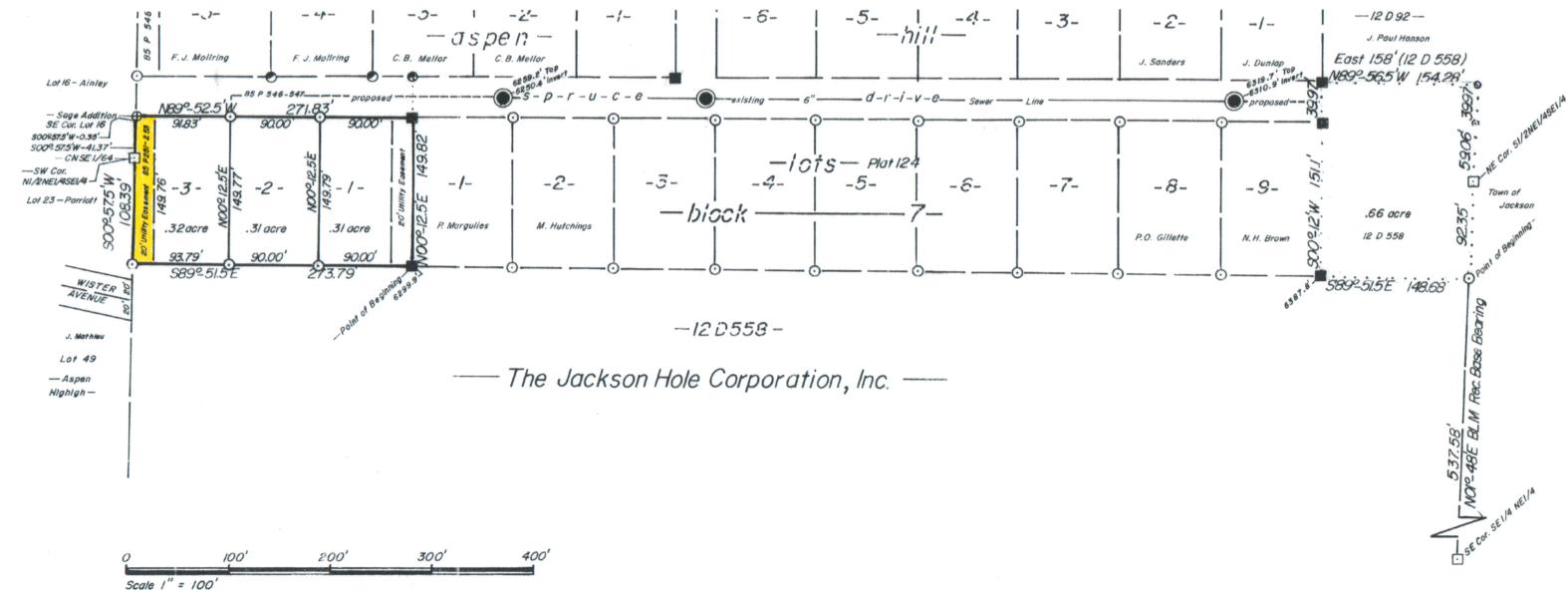
We welcome any questions or comments you may have regarding our Application.

Thank you for your consideration,

A blue ink signature of Roger B. Young and a blue ink signature of Corinne C. Young, both appearing to be handwritten.

Roger B. Young and Corinne C. Young





BENCH MARK — Based upon USC & GS Bench Mark V40 1934 = 6234.42'.

— LEGEND —

- indicates a Certified Land Corner Recordation Certificate filed.
  - indicates a 2" galvanized steel pipe with brass cap appropriately inscribed.
  - indicates a steel T-shaped stake 24" long with metal cap inscribed "SURVEY POINT DO NOT DISTURB RLS164" set.
  - indicates the above inscribed "SURVEY POINT DO NOT DISTURB RLS376".
  - ⊕ indicates the above inscribed "PROPERTY CORNER DO NOT DISTURB RLS578".
  - indicates a 5/8" steel reinforcing rod with metal cap inscribed "A.F.W. LS 325".

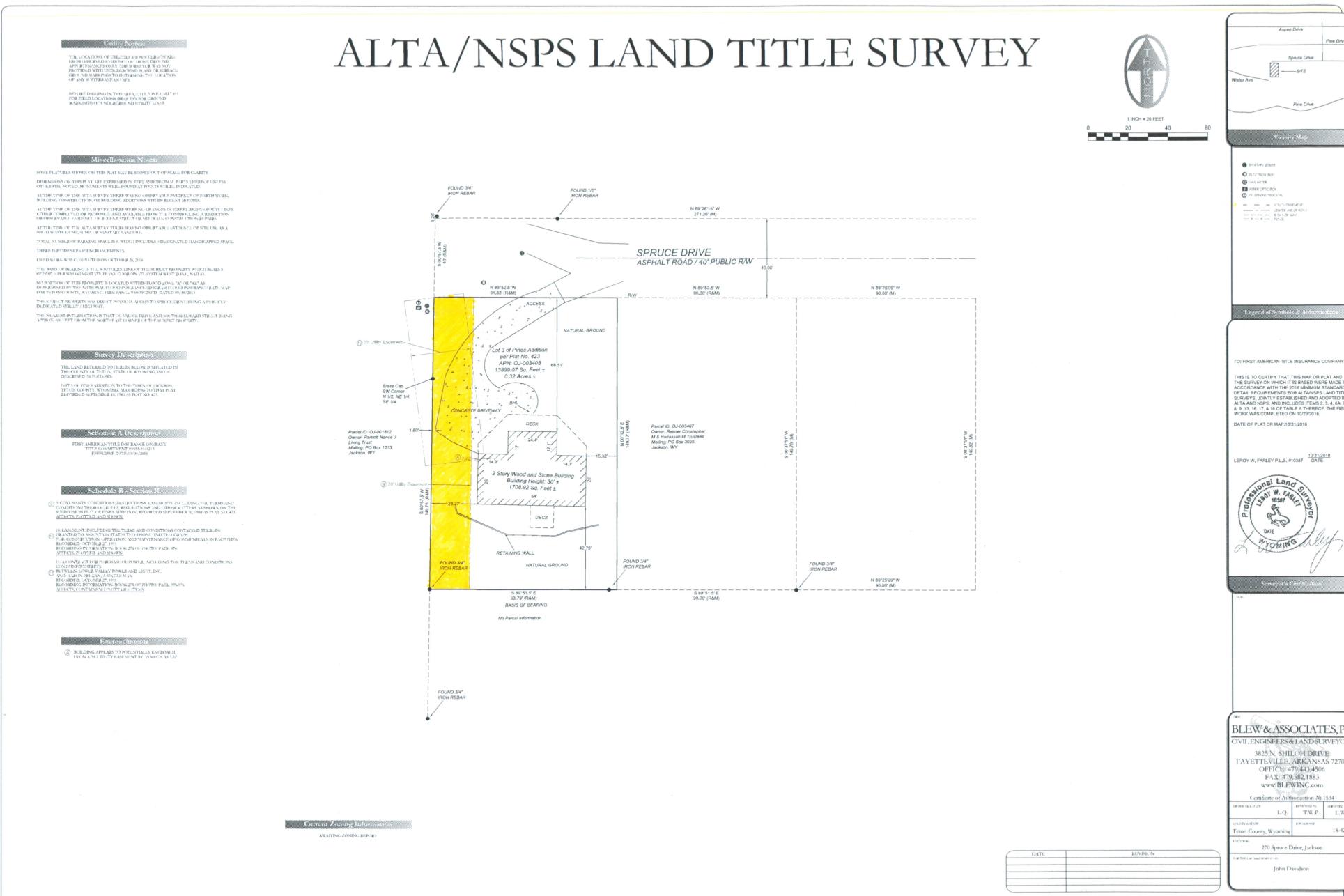
*Lots serviced by Town of Jackson Water and Sewer.*

*SURVEYOR* ————— *Paul N. Scherbel, RLS 164*  
*Jackson and Big Piney, Wyoming 83113*

DATED — December 1979

*ZONING DISTRICT—R-1*

# ALTA/NSPS LAND TITLE SURVEY



**PARTIAL VACATION WITHOUT REPLAT  
AND  
VACATION OF RIGHT-OF-WAY EASEMENT**

**WHEREAS**, the Town of Jackson Council, at a regular public meeting on \_\_\_\_\_, 2019, considered a request by Roger B. Young and Corinne C. Young to partially vacate certain notes on that certain subdivision plat of the Pines Addition recorded in the Office of the Teton County Clerk on September 10, 1980, as Plat No. 423 (the “Plat”), and to vacate that certain Right-of-Way Easement recorded in the Office of the Teton County Clerk on May 11, 1979, in Book 85 of Photo Page 251-253 (the “Easement”); and

**WHEREAS**, having determined that the proposed partial vacation of the Plat does not abridge or destroy any rights and privileges of other proprietors in said plat; and

**WHEREAS**, the partial vacation without replat was acknowledged by all affected parties and approved by the Town Council.

**NOW, THEREFORE, BE IT ACKNOWLEDGED**, that the Town of Jackson Council hereby requests the Teton County Clerk to make the appropriate annotations on the Plat referencing this vacated Easement, as outlined below, and include in such annotations on the Plat reference to the document number of this recorded Partial Vacation Without Replat and Vacation of Right-of-Way Easement instrument:

1. On Sheet 1 of 1, where the 20' Utility Easement appears within Lot 3, a note shall be added to read: “20' Utility Easement 85 P251-253 Vacated”; and
2. On Sheet 1 of 1, where the Certificate of Owner includes reference to “utility easement of record in said Office in Book 85 of Photo on page 251-253,” a note shall be added to read: “Utility Easement of Record in the Office of the Teton County Clerk in 85 P251-253 Vacated.”

**FURTHER**, all of the above is in accordance with the Town of Jackson Land Development Regulations, Section 8.2.13, Amendments of Permits or Approvals, paragraph C.5 Subdivision Plat Amendment/Partial Vacation Without Replat, and it is expressly permitted by said regulations.

*[signature page follows]*

OWNER ACKNOWLEDGEMENT:

---

Roger B. Young, Owner 270 Spruce Drive

---

Corinne C. Young, Owner 270 Spruce Drive

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

The foregoing instrument was acknowledged before me by Roger B. Young and Corinne C. Young, husband and wife, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019. Witness my hand and official seal.

---

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

My commission expires: \_\_\_\_\_

TOWN ACKNOWLEDGEMENT:

---

Pete Muldoon, Mayor  
Town of Jackson

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

The foregoing instrument was acknowledged before me by Pete Muldoon, as Mayor of the Town Council, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019. Witness my hand and official seal.

---

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

My commission expires: \_\_\_\_\_

**PARTIAL VACATION WITHOUT REPLAT  
AND  
VACATION OF RIGHT-OF-WAY EASEMENT**

**WHEREAS**, the Town of Jackson Council, at a regular public meeting on \_\_\_\_\_, 2019, considered a request by Roger B. Young and Corinne C. Young to partially vacate certain notes on that certain subdivision plat of the Pines Addition recorded in the Office of the Teton County Clerk on September 10, 1980, as Plat No. 423 (the “Plat”), and to vacate that certain Right-of-Way Easement recorded in the Office of the Teton County Clerk on May 11, 1979, in Book 85 of Photo Page 251-253 (the “Easement”); and

**WHEREAS**, having determined that the proposed partial vacation of the Plat does not abridge or destroy any rights and privileges of other proprietors in said plat; and

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*[signature page follows]*

OWNER ACKNOWLEDGEMENT:

---

Roger B. Young, Owner 270 Spruce Drive

---

Corinne C. Young, Owner 270 Spruce Drive

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

The foregoing instrument was acknowledged before me by Roger B. Young and Corinne C. Young, husband and wife, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019. Witness my hand and official seal.

---

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

My commission expires: \_\_\_\_\_

TOWN ACKNOWLEDGEMENT:

---

Pete Muldoon, Mayor  
Town of Jackson

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

The foregoing instrument was acknowledged before me by Pete Muldoon, as Mayor of the Town Council, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019. Witness my hand and official seal.

---

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

My commission expires: \_\_\_\_\_