



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 9, 2019	REQUESTS:
Item #: P19-197	The applicant is submitting a request for a Subdivision Plat for the property located at 1255 W. Highway 22. Specifically the request is to divide the lot into two lots.
Planner: Tyler Valentine	For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.
Phone: 733-0440 ext. 1305	
Fax: 734-3563	
Email: tvalentine@jacksonwy.gov	
Owner: Westview Partners, LLC Hunter McCardle PO Box 174 North Garden, VA 22959	
Applicant: Jorgensen Associates Ken Magrath PO Box 9550 Jackson, WY 83001	
Please respond by: August 23, 2019 (Sufficiency) August 30, 2019 (with Comments)	

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



August 8, 2019

Ms. Tiffany Stolte, Office Manager and Mr. Tyler Valentine Town of Jackson Senior Planner

Re: Westview Addition Subdivision Plat Application - JA Project No. 09040.05

Dear Tiffany and Tyler,

On behalf of Westview Partners, LLC, the current owner of the property at 1255 W Highway 22 known generally as the Westview Townhomes Project I am submitting application for subdivision of said property into two lots. This subdivision is proposed as the Westview Addition to the Town of Jackson.

This application includes:

- Notice of Intent to Subdivide published 07/03 & 07/10/2019.
- Letter of Authorization assigning Jorgensen Associates, INC. as agent.
- Town of Jackson Application
- Application fee of \$1,000
- Warranty Deed showing ownership
- Title Commitment dated May 3, 2019
- Affidavit of Owner (for plat signature)
- Affidavit of Mortgagee
- Subdivision Plat (2 hard copies and digital copy).

I am submitting the above-referenced materials digitally together with hard copies, and I believe I have included all pertinent documents necessary for application and look forward to working with you on this project. If you need or desire any other materials please feel free to contact me at any time.

Thank you for your consideration in this matter,

JORGENSEN ASSOCIATES, INC.

Kenneth Magrath
Wyoming Professional Land Surveyor 8469, agent for:

Westview Partners, LLC,

Hunter McCardle, Manager



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: Westview Addition To The Town Of Jackson

Physical Address: 1255 W Highway 22

Lot, Subdivision: Pt. SW1/4NE1/4, Sec. 32, TWP 41 N, R116W 6th PM

PIDN: 22-41-16-32-1-00-008

PROPERTY OWNER.

Name: Westview Partners, LLC, Hunter McCardle, manager Phone: 434-326-2118

Mailing Address: PO Box 174 North Garden, VA ZIP: 22959-0174

E-mail: _____

APPLICANT/AGENT.

Name: Jorgensen Associates, INC., attn Ken Magrath Phone: 307-733-5150

Mailing Address: PO Box 9550, Jackson, WY ZIP: 83001

E-mail: kmagrath@jorgeng.com

DESIGNATED PRIMARY CONTACT.

Property Owner Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson.com/200/Planning

Use Permit

Basic Use

Conditional Use

Special Use

Relief from the LDRs

Administrative Adjustment

Variance

Beneficial Use Determination

Appeal of an Admin. Decision

Physical Development

Sketch Plan

Development Plan

Design Review

Subdivision/Development Option

Subdivision Plat

Boundary Adjustment (replat)

Boundary Adjustment (no plat)

Development Option Plan

Interpretations

Formal Interpretation

Zoning Compliance Verification

Amendments to the LDRs

LDR Text Amendment

Map Amendment

Miscellaneous

Other: _____

Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: _____

Environmental Analysis #: _____

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. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

Application Fee. Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

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. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

Response to Submittal Requirements. The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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.

Kenneth G. Magrath - AGENT
Signature of Property Owner or Authorized Applicant/Agent

08/06/2019

Date

KENNETH G. MAGRATH
Name Printed

Title

LETTER OF AUTHORIZATION

Westview Partners **“Owner” whose address is:**

P.O. Box 174, North Garden, VA 22959

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Westview Partners, as the owner of property

more specifically legally described as: 1255 Highway 22, Jackson, WY 83001

more specifically legally described as: PT SW1/4 NE1/4, Sec 32, TWP 41 N, RNG 116

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, Inc.

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: MANAGER

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

STATE OF Wyoming

1

COUNTY OF *Teton*

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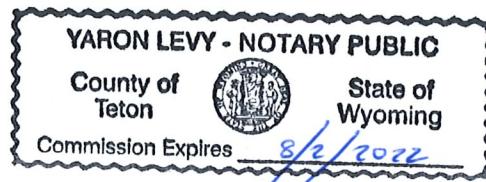
The foregoing instrument was acknowledged before me by Hunter McCordle this 10 day of July, 2019.

WITNESS my hand and official seal.

(Seal)

(Notary Public)

My commission expires: 8/2/2022



Jackson Hole News&Guide
PROOF OF PUBLICATION

COUNTY OF TETON
THE STATE OF WYOMING

Kevin Olson

Being duly sworn, deposes and says that he is the Publisher
of the JACKSON HOLE NEWS&GUIDE, weekly newspaper
published in Jackson in said county and state, and that the
annexed Notice was published in 2 consecutive issues
of said newspaper and not in a supplement, the first
publication thereof being on July 3, 2019

Subscribed in my presence and sworn to before me this

10 Day of July, 20 19

KATHLEEN M. COOMBS

COUNTY OF TETON	STATE OF WYOMING
WY. COMMISSION EXPIRES <u>July 1, 2022</u>	
Fee for publication \$ <u>76.48</u> Charge to the following:	

Kathleen M. Coombs

Account No: 12850 Name: Dragon Associates
Address: PO Box 9550 Jackson WY 83002

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes Westview Partners, LLC intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 2 lots. The project is located on 1.1 acres, (generally) described as a portion of the SW1/4 NE1/4 of Section 32, Township 41N, Range 116W. The site is situated at the "T" Hwy 89. The street address is 1255 West Hwy 22, Jackson, WY. The name of the proposed subdivision is Westview Townhomes, Phase I. Publish: 07/03, 07/10/19



WARRANTY DEED

Released	
Indexed	✓
Abstracted	
Scanned	

F.S.D. Investments, LLC, a Wyoming limited liability company, GRANTOR(S), of
PO Box 9879, Jackson, WY 83002, for Ten Dollars (\$10.00) and other good and
valuable consideration in hand paid, receipt of which is hereby acknowledged,
CONVEY(S) AND WARRANT(S) TO Westview Partners, LLC, a Wyoming limited
liability company, GRANTEE(S), whose address is PO Box 174, North Garden, VA
22959, the following described real estate, situated in the County of Teton, State of
Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead
exemption laws of the State of Wyoming, to-wit:

As Described in Exhibit A, attached hereto

Together and including all improvements thereon, and all appurtenances and
hereditaments thereunto belonging. Subject to general taxes for the year of closing,
local improvement districts, guaranteed revenues to utility companies, building and
zoning regulations, city, county and state subdivision and zoning laws, easements,
restrictive covenants, and reservations of record.

GRANTOR: F S D INVESTMENTS LLC
GRANTEE: WESTVIEW PARTNERS LLC
Doc 0972275 Filed At 15:51 ON 06/25/19
Sherry L. Daigle Teton County Clerk fees: 21.00
By Mary Smith Deputy

WITNESS the due execution and delivery of this Warranty Deed this 18
day of June, 2019.

F.S.D. Investments, LLC, a Wyoming limited liability
company

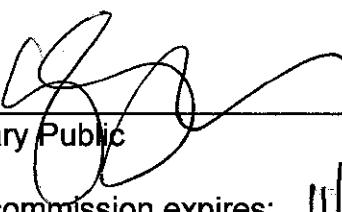


Eric Grove, Executive Committee/Member

STATE OF Wyoming,
COUNTY OF Teton; ss.

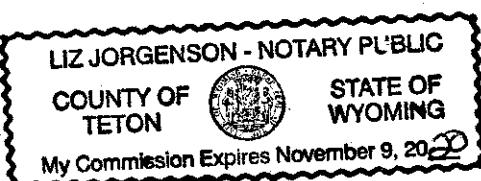
The foregoing instrument was acknowledged before me by Eric Grove, Executive
Committee/Member of F.S.D. Investments, LLC, a Wyoming limited liability company
this 18 day of June, 2019.

WITNESS my hand and official seal.



Notary Public

My commission expires: 11/9/20



WITNESS the due execution and delivery of this Warranty Deed this 18
day of June, 2019.

F.S.D. Investments, LLC, a Wyoming limited liability
company

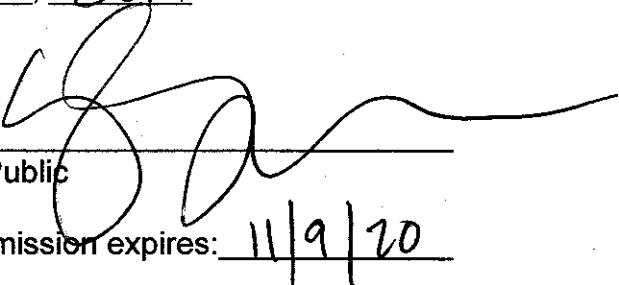


Charlie Schwartz, Executive Committee/Member

STATE OF Wyoming, ss.
COUNTY OF Teton

The foregoing instrument was acknowledged before me by Charlie Schwartz,
Executive Committee/Member of F.S.D. Investments, LLC, a Wyoming limited liability
company this 18 day of June, 2019.

WITNESS my hand and official seal.



Notary Public

[S E A L]

My commission expires: 11/9/20

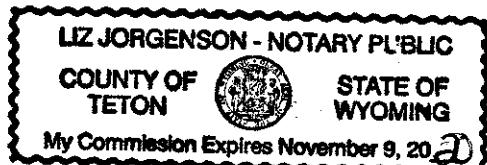


EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land lying within the Southwest Quarter of the Northeast Quarter of Section 32, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming and more particularly described as follows:

Beginning at a point on the northerly right-of-way of State Highway 22, said point being marked by a concrete right-of-way marker with brass cap and lying South 18 degrees 36' 30" East, 1481.15 feet from the North Quarter Corner of said Section 32;

Thence North 67 degrees 13' 30" East, 25.35 feet along the right-of-way of said Highway 22 to a point marked by a concrete right-of-way marker with brass cap;

Thence North 23 degrees 36' 30" West, 54.13 feet along the right-of-way of said Highway 22 to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578", said point lying on the North line of said Southwest Quarter of the Northeast Quarter;

Thence South 88 degrees 35' East, 253.63 feet along the North line of said Southwest Quarter of the Northeast Quarter to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578";

Thence South 40 degrees 11' 30" East, 86.66 feet to a point marked by a 3/8" diameter by 12" long steel spike;

Thence South 49 degrees 31' West, 292.50 feet to a point on the northerly right-of-way of said Highway 22 and marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578";

Thence North 23 degrees 36' 30" West, 221.50 feet along the northerly right-of-way of said Highway 22 to the Point of Beginning.

PIDN: 22-41-16-32-1-00-008



Commitment for Title Insurance

Issued by

Old Republic National Title Insurance Company

subject to conditions and
stipulations as set forth herein

Thank you for choosing

Wyoming Title & Escrow, Inc.
As Your Title Company

Contact Information:

211 East Broadway
P.O. Box 4429
Jackson, WY 83001
Phone: (307)732-2983
Fax: (307)732-0200

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

Wyoming Title & Escrow, Inc.
Policy Issuing Agent for Old Republic National Title Insurance Company

Wyoming Title & Escrow, Inc.

COMMITMENT

Commitment Issued By:

Order Number: W-19049

Amend (Version 6)

Wyoming Title & Escrow, Inc.

211 East Broadway, P.O. Box 4429
P.O. Box 4429
Jackson, WY 83001

Escrow Officer: Hallie Lane
Phone: (307)732-2983
Fax: (307) 732-0200
Escrow Officer Email: hlane@wyomingtitle.com
Email Loan Docs To: 12101edocs@wyomingtitle.com

Customer Reference: **F.S.D. Investments, LLC to Westview Partners, LLC - 27643**

Property Address: 1255 West Highway 22, Jackson, WY 83001

Title Officer: Molly Thorn
Title Officer Email: molly@wyomingtitle.com

EXPLANATION OF CHARGES

2006 ALTA Standard Owners Policy	\$4,345.00
2006 ALTA Extended Loan Policy	TBD\$0.00
ALTA 8.2-06 Environmental Protection Lien	\$50.00
ALTA 9.1-06/CLTA 100.9-06 REM - Unimproved Land - Commercial	\$20.00
ALTA 18-06/CLTA 129-06 Single Tax Parcel - Commercial (L)	\$100.00
Inspection Fees	\$125.00
 Total Estimated Charges:	 \$4,640.00

*** Recording Fees in Teton County are \$12 for the first page and \$3 for every page thereafter ***

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In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your escrow officer or title officer if you answer "Yes" to any of the following questions:

- Will you be using a Power of Attorney?**
- Are any of the parties in title incapacitated or deceased?**
- Has a change in marital status occurred for any of the Principals?**
- Will the property be transferred into a trust, partnership, corporation or limited liability company?**
- Has there been any construction on the property in the last 6 months?**

Remember, all parties signing documents must have a driver's license or other valid photo ID. It is recommended that all documents be signed in blue ink.

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ALTA Commitment for Title Insurance



Issued by Old Republic National 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, Old Republic National Title Insurance Company (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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:
 Wyoming Title & Escrow, Inc.
 211 East Broadway
 P.O. Box 4429
 Jackson, WY 83001
 Agent ID: A49130



Authorized Countersignature

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

By  Matt Silvey President
 Attest  David Wold Secretary

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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 the 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 the 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.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

- (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.

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 – Exceptions 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>.

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**NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

COMMITMENT - SCHEDULE A

1. Effective Date: May 3, 2019 at 7:30AM
2. Policy or Policies to be Issued:

2006 ALTA Standard Owners Policy

Proposed Insured:	Liability:	Premium:
Westview Partners, LLC, a Wyoming limited liability company	\$1,900,000.00	\$4,345.00

2006 ALTA Extended Loan Policy

Proposed Insured:	Liability:	Premium:
CoreVest American Finance Lender LLC, a Delaware limited liability company, its successor and/or assigns	TBD\$0.00	
ALTA 8.2-06 Environmental Protection Lien	\$50.00	
ALTA 9.1-06/CLTA 100.9-06 REM - Unimproved Land - Commercial	\$20.00	
ALTA 18-06/CLTA 129-06 Single Tax Parcel - Commercial (L)	\$100.00	
Inspection Fee	\$125.00	

3. The interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

F.S.D. Investments, LLC, a Wyoming limited liability company

5. The land referred to in this Commitment is described as follows:

See Exhibit "A" Attached For Legal Description

Inquiries should be directed to:

Wyoming Title & Escrow, Inc.
211 East Broadway
P.O. Box 4429
Jackson, WY 83001

Escrow Officer: Hallie Lane
Title Officer: Molly Thorn
Phone: (307)732-2983
Fax: (307)732-0200

Exhibit "A"

Legal Description

A tract of land lying within the Southwest Quarter of the Northeast Quarter of Section 32, Township 41 North, Range 116 West, Teton County, Wyoming and more particularly described as follows:

Beginning at a point on the northerly right-of-way of State Highway 22, said point being marked by a concrete right-of-way marker with brass cap and lying South 18 degrees 36' 30" East, 1481.15 feet from the North Quarter Corner of said Section 32;

Thence North 67 degrees 13' 30" East, 25.35 feet along the right-of-way of said Highway 22 to a point marked by a concrete right-of-way marker with brass cap;

Thence North 23 degrees 36' 30" West, 54.13 feet along the right-of-way of said Highway 22 to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578", said point lying on the North line of said Southwest Quarter of the Northeast Quarter;

Thence South 88 degrees 35' East, 253.63 feet along the North line of said Southwest Quarter of the Northeast Quarter to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578";

Thence South 40 degrees 11' 30" East, 86.66 feet to a point marked by a 3/8" diameter by 12" long steel spike;

Thence South 49 degrees 31' West, 292.50 feet to a point on the northerly right-of-way of said Highway 22 and marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578";

Thence North 23 degrees 36' 30" West, 221.50 feet along the northerly right-of-way of said Highway 22 to the Point of Beginning.

PIDN: 22-41-16-32-1-00-008

SCHEDULE B - Part I REQUIREMENTS

The following requirements must be met and completed to the satisfaction of the Company before its Policy of Title Insurance will be issued:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
3. Pay Wyoming Title & Escrow the premiums, fees and charges for the policy.
4. You must tell us in writing the name(s) 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.
5. Warranty Deed executed by F.S.D. Investments, LLC, a Wyoming limited liability company, vesting fee simple title to the subject property in Westview Partners, LLC, a Wyoming limited liability company.

Note:

- 1) A Statement of Consideration is required with each transfer of title in the State of Wyoming per Wyoming Statute 34-1-142.
- 2) All Grantors must cite marital status and their spouses, if any, must join in the execution of the deed(s) for the purpose of waiving any homestead rights they may have.

6. Mortgage executed by Westview Partners, LLC, a Wyoming limited liability company, in favor of CoreVest American Finance Lender LLC, a Delaware limited liability company.

Note: The Mortgagor(s) must cite marital status and their spouse(s), if any, must join in the execution of the mortgage for the purpose of waiving any homestead rights they may have.

7. Provide an affidavit and indemnity by owner for extended coverage lender's policies, sufficient in the Company's opinion to delete Exceptions 1, 2, 3 and 7 of Schedule B-Exceptions.
8. A property inspection will be made prior to recording the Mortgage to be insured. If such inspection discloses any evidence of commencement of a work of improvement, the coverage for mechanic's lien shown as exception no. 4 under Schedule B, Exceptions, will not be deleted unless all the necessary documents for indemnification have been submitted to the company and such indemnification has been formally approved by the company prior to recording the mortgage.
9. Pay all taxes, charges and assessments levied and assessed against the subject premises which are due and payable.
10. The requirement that we be provided with a copy of the operating agreement and any amendments thereto for F.S.D. Investments, LLC, a Wyoming limited liability company, a Wyoming limited liability company.

11. The requirement that we be provided with a copy of the operating agreement and any amendments thereto for Westview Partners, LLC, a Wyoming limited liability company, a Wyoming limited liability company.
12. It is the Company's understanding that the structures currently located on the property are to be removed prior to Closing and Exception No(s). 19 of Schedule B - Exceptions will be deleted from the title policy.
13. To remove Exception No(s). 20 of Schedule B - Exceptions hereof, the Company requires payment, satisfaction, cancellation, release or other disposition of said mortgage.
14. To remove Exception No(s). 21 of Schedule B - Exceptions hereof, the Company requires payment, satisfaction, cancellation, release or other disposition of said assignment of rents.
15. To remove Exception No(s). 22 of Schedule B - Exceptions hereof, the Company requires payment, satisfaction, cancellation, release or other disposition of said mortgage.
16. *** HI-LI APPROVAL NOTE:

A Hi Liability clearance must be obtained prior to the close of escrow. Please advise as soon as possible as to what the particulars of the transaction are, including endorsements required and, if there is to be a loss of priority, financial information on the borrower and the work in progress.

SCHEDULE B - Part II EXCEPTIONS

Schedule B of the policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
1. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and that is not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; or (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 in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons, whether or not shown by the public record.
7. (a) Taxes, assessments or special levies which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records; (b) Real Property Taxes for the year 2019 and subsequent years; (c) Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Taxes, special and general, assessment districts and service areas for the year 2018.
Tax ID No.: OJ-005265
1st Installment: \$3,320.54 PAID
2nd Installment: \$3,320.53 plus interest and fees are DELINQUENT

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
9. General taxes for the year 2019, a lien in the process of assessment, not yet due or payable.
10. Assessments for the Spring Creek Improvement and Service District, if any, which are excluded from the coverage afforded hereby.

11. Intentionally deleted.
12. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the State of Wyoming in a document recorded September 5, 1946, as (instrument) Mixed Records (book) 6 (page) 48, 49 & 50, Official Records:
Purpose: Right of way and incidental purposes
[B6P48-49-50 MR](#)
13. All matters as delineated on the Official Map of Survey - Property of Jack Corbin, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-38A.
[Map T-38A](#)
14. The terms, conditions and provisions as contained in the Agreement entitled "Spring Creek Improvement and Service District", by and between Spring Creek Improvement and Service District and Jackson Hole Choice Meats, Inc., dated May 27, 1998, recorded June 10, 1998, as (book) 356 (page) 161, Official Records.
[B356P161](#)
15. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded December 14, 1998, as (book) 367 (page) 432, Official Records.
[B367P432](#)
16. All matters as delineated on the Official Map of Survey prepared for JLC Development, LLC, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-30F.
[Map T-30F](#)
17. The terms, conditions and provisions as contained in the Agreement entitled "Development Agreement", by and between F.S.D. Investments, LLC, a Wyoming limited liability company and Town of Jackson, dated March 20, 2017, recorded April 13, 2017, as (book) 943 (page) 474, Official Records.
[B943P474](#)
18. Unrecorded leaseholds, if any, rights of parties in possession other than the vestee(s) herein, rights of secured parties under financing statements as to personal property located on the premises herein and the rights of tenants to remove trade fixtures.
19. The land described in this report or policy shall not be deemed to include any house trailer, modular home, mobile home or mobile dwelling on the subject property.
20. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$1,800,000.00, dated May 29, 2008, recorded May 30, 2008, as (instrument) 0730435 (book) 700 (page) 145, Official Records.
Mortgagor: F.S.D. Investments, LLC, a Wyoming limited liability company
Mortgagee: Bank of Jackson Hole
21. An assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Mortgage shown hereinabove was assigned to Bank of Jackson Hole, recorded May 30, 2008, as (instrument) 0730436 (book) 700 (page) 152, Official Records.
22. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$225,000.00, dated April 10, 2017, recorded June 23, 2017, as (instrument) 0930398 (book) 947 (page) 846, Official Records.
Mortgagor: F.S.D. Investments, LLC, a Wyoming limited liability company
Mortgagee: Michael Pruett

***** End of Schedule B *****

*** INFORMATIONAL NOTES:

The policy to be issued 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 the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

If the proposed insured under the policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation. Please contact the title officer named on Schedule A of this commitment.

Address: 1255 West Highway 22, Jackson, WY 83001

IMPORTANT NOTICE- ACCEPTABLE TYPES OF FUNDS

Any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS OR ANY FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

The Teton County Clerk has requested that the following PIN number be included in all recorded instruments for the subject property:

PIDN: 22-41-16-32-1-00-008

*** CHAIN OF TITLE REPORT

According to the public records, no documents conveying the property described in this report have been recorded within a period of 24 months prior to the date of this report, except as shown herein:

NONE

Warranty Deed from Spring Gulch Partners, LLC, a Wyoming Limited Liability Company, to F.S.D. Investments, LLC, a Wyoming limited liability company, recorded May 30, 2008, as (instrument) 730434 (book) 700 (page) 143, Official Records.

PRIVACY POLICY NOTICE

Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of:

Montana Title and Escrow Company
National Closing Solutions, Inc.
National Closing Solutions of Alabama, LLC
National Closing Solutions of Maryland, Inc.
Texas National Title

Placer Title Company
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Company
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as an application or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

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

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

Questions

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies</p> <ul style="list-style-type: none"> • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terra National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • Old Republic Title does not share with non-affiliates so they can market to you
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- Old Republic Title doesn't jointly market.

Other Important Information

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

Affiliates Who May be Delivering This Notice

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

DRAWING TITLE JOB TITLE DRAFTER'S SIGNATURE REV.		NEELSON ENGINEERING	
		MAP OF SURVEY SECTION 32, TETON COUNTY, WYOMING	PLANT SITE SURVEY TEXACO SULK
BASIS OF SURVEY SURVEYED MARCH 1978		BASIS OF SURVEY SURVEYED MARCH 1978	
BEARING S 89° 45' 16" W BLM. RECORD 1/268190		BEARING S 89° 45' 16" W BLM. RECORD 1/268190	
SECTION TETON RIVER Section 32		SECTION TETON RIVER Section 32	
<p>CERTIFICATE OF SURVEY</p> <p>I, Frank J. Grimes, a duly licensed surveyor, as prescribed by Wyoming State Statutes, do hereby certify that this map was made, personally taken during an actual survey made under my direction during December, 1977, for Michael Quinn, for whose work I stand personally responsible, and that the same represents the true location of the property described in the following:</p> <p>A tract of land lying within the SW 1/4 NE 1/4 NE 1/4 Section 32, Teton River, Teton County, Wyoming and more particularly described as follows:</p> <p>Beginning at a point on the northerly right-of-way of State Highway 22, said point being marked by a concrete right-of-way marker with brass cap;</p> <p>thence N 25° 36' 30" W, 253.63' to a point on the North 1/4 corner of said Section 32;</p> <p>thence N 25° 36' 30" W, 253.63' to a point marked by a concrete right-of-way marker with brass cap;</p> <p>thence N 25° 36' 30" W, 221.50' to a point marked by a concrete right-of-way marker with brass cap;</p> <p>thence N 25° 36' 30" W, 541.15' to a point marked by a concrete right-of-way marker with brass cap;</p> <p>thence S 88° 25' E, 253.63' to a point marked by a concrete right-of-way marker with brass cap;</p> <p>thence S 88° 25' E, 253.63' to the point of beginning.</p> <p>Said tract contains an area of 1.1 Acres.</p> <p>Given under my hand and seal this 1st day of January, 1979.</p> <p>Frank J. Grimes, Land Surveyor Registration No. 569</p>		<p>MAP OF SURVEY</p> <p>PROPERTY OF JACK CORBIN</p> <p>LOCATED IN THE TETON COUNTY, WYOMING SECTION 32 TETON RIVER S 89° 45' 16" W 1/268190</p>	

**AFFIDAVIT OF
ACKNOWLEDGMENT AND ACCEPTANCE
OF PLAT
WESTVIEW ADDITION TO THE TOWN OF JACKSON**

TO WIT:

The undersigned being first duly sworn, deposes and says:

THAT the undersigned, for and on behalf of Westview Partners, LLC, a Wyoming limited liability company, has examined a copy of that plat prepared **Month DY**, 2019, last revised **Month DY**, 2019, of the Westview Addition to the Town of Jackson, being located within SW1/4 of the NE1/4 of Section 32, Township 41 North, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming;

THAT said Westview Partners, LLC is the owner and proprietor of the lands depicted on said plat of the Westview Addition to the Town of Jackson and described under the Certificate of Surveyor and Certificate of Owner on said plat;

THAT the undersigned acknowledges that the subdivision of land depicted on said plat of the Westview Addition to the Town of Jackson and described in said Certificate of Surveyor is with the free consent and in accordance with the desires of said Westview Partners, LLC; and

THAT the undersigned intends that his signature to and the recording of this Affidavit in the Office of the Clerk of Teton County, Wyoming shall have the same force and effect as his signature to the Certificate of Owner as contained on said plat.

WESTVIEW PARTNERS, LLC,
a Wyoming limited liability company

Hunter McCardle Manager

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared Hunter McCardle for Westview Partners, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the Manager of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

WITNESS my hand and official seal.

Notary Public
My Commission Expires:

Affidavit of Acknowledgment and Acceptance of Plat

KNOW ALL MEN BY THESE PRESENTS:

_____, [name], _____, [title], CoreVest American Finance Lender LLC, a Delaware limited liability company, being first duly sworn, does hereby depose and say:

1. That CoreVest American Finance Lender LLC is the mortgagee under that mortgage of record in the Office of the Clerk of Teton County, Wyoming recorded as Document Number 0972277, filed on June 25, 2019, which affects title to real property according to that Warranty Deed recorded in said Office as Document Number 0972275 on June 25, 2019.
2. That I have examined a copy of the Final Plat of the Westview Addition to the Town of Jackson, being located within SW1/4 of the NE1/4 of Section 32, Township 41 North, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____, 2019 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.

Further affiant sayeth naught.

CoreVest American Finance Lender LLC

By:

Its:

Date:

On this _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared _____ for CoreVest American Finance Lender LLC, a Delaware limited liability company, and known to me, or proven by satisfactory evidence, to be the _____ of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

[SEAL]

Notary Public

CERTIFICATE OF OWNERS

The undersigned, acting for and on behalf of Westview Partners, LLC, a Wyoming limited liability company do hereby certify:

that said Westview Partners, LLC is the owner and proprietor of those parts of SW1/4 NE1/4 of Section 32, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, more particularly described in the Certificate of Surveyor and shown on Sheet 2 of this plat;

that said parts of Section 32 are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desires of said Westview Partners, LLC;

that the name of the foregoing subdivision shall be the WESTVIEW ADDITION TO THE TOWN OF JACKSON;

that WESTVIEW ADDITION TO THE TOWN OF JACKSON is in accordance with, and SUBJECT TO the terms and conditions of the Final Development Plan for Westview Townhomes (P16-085), as approved by the Town Council on October 17, 2016, and subsequent amendments thereto P18-095 approved by said Council on August 6, 2018; P18-136 and P18-330 approved by said Council on December 17, 2018; that Hillside Conditional Use Permit (P16-001) approved by said Council on October 17, 2016 and the amended Hillside Conditional Use Permit (P18-135) approved by said Council on August 6, 2018, and subsequent amendments thereto; all of record in the Town of Jackson Planning and Building Department;

that the foregoing subdivision is SUBJECT TO the terms and conditions of the following instruments of record in the Office of the Clerk of Teton County, Wyoming:

- those Easements for right of way and incidental purposes granted to the State of Wyoming recorded in Book 6 of Mixed Records, pages 48, 49 and 50;
- that Easement for electric utilities granted to Lower Valley Power and Light, Inc., predecessor to Lower Valley Energy, Inc., recorded in Book 367 of Photo, page 432;
- that Development Agreement by and between F.S.D. Investments, LLC, a Wyoming limited liability company and the Town of Jackson recorded in Book 943 of Photo, pages 474-484;
- that First Amendment to Development Agreement by and between said Westview Partners, LLC and the Town of Jackson recorded as Document 097220;
- that the lots of WESTVIEW ADDITION TO THE TOWN OF JACKSON have the use and benefit of the terms and conditions of the following instruments of record in said Office:
- that Utility Easement Agreement by and between Waybroad, LLC, a Montana limited liability company and said Westview Partners, LLC recorded as Document 097228;
- that Lots 1 and 2 of the foregoing subdivision have access to and from Batch Plant Road (County Road 22-14) and Wyoming Highway 22, respectively, both of which are public roads;
- that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to grant unto other parties non-exclusive easements for any purpose the undersigned deems necessary in, under, and across the lots of the foregoing subdivision and easements shown on this plat, as may be amended by the terms of the third party instruments that created such easements, provided that such future grants shall not cause unreasonable interference with use under prior easement grants;
- that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to amend, modify and/or relocate any easements created by accepting or declining any subdivision or other action of the undersigned owner, and the undersigned acknowledges the undersigned's reserved rights set forth in this paragraph, and expressly consents hereto to any such amendment, modification and/or relocation, and provides that such party is not an abridged or affected party and acknowledges consent to any action required to accomplish said amendment, modification and/or relocation, including, but not limited to, a partial vacation of plat;
- that for all lots that remain in the ownership of the undersigned, the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to vacate and replat any lot(s) of the foregoing subdivision and/or perform a boundary adjustment within the foregoing subdivision; by accepting a deed to any lot of the foregoing subdivision, an owner acknowledges the undersigned's reserved rights set forth in this paragraph, and expressly consents hereto to any such vacating and/or replat of lots, or portion thereof, and/or the performance of a boundary adjustment and/or boundary consent to the completion of any other action required to accomplish the above bodies for the vacating and replat of such lot or lots, or any portion thereof, and/or the performance of a boundary adjustment, including, but not limited to the conveyance of any access and easements in, under, over, and across and lot(s) of the foregoing subdivision;
- that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, and is hereby granted the right to ingress and egress over, upon and across the foregoing subdivision, and the right to perform all construction activities necessary in, under, over, upon, and across the foregoing subdivision, including, but not limited to, grading, installation of infrastructure, landscaping, utilities and roadways and to store materials thereon and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;
- 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 this 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 this subdivision may be subject to other easements, rights-of-way, covenants, conditions, restrictions, reservations, or agreements of right and/or record including but not limited to those shown hereon.

Westview Partners, LLC
a Wyoming limited liability company

By:
BY SEPARATE AFFIDAVIT RECORDED CONCURRENTLY WITH THIS PLAT.

Hunter McCordle
Manager

CERTIFICATE OF MORTGAGEE

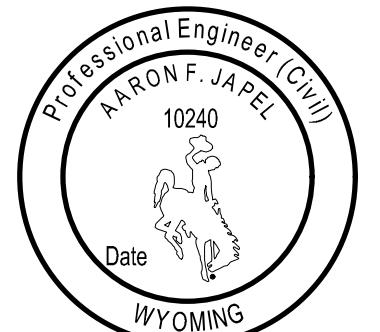
CONSENT OF MORTGAGEE, COREVEST AMERICAN FINANCE LENDER LLC
BY SEPARATE AFFIDAVIT RECORDED CONCURRENTLY WITH THIS PLAT.

CERTIFICATE OF ENGINEER

I, Aaron F. Japel, a Wyoming Professional Engineer of Jackson, Wyoming hereby certify:

that the extensions of the water distribution system and sewage collection systems of the Town of Jackson designed to serve the foregoing subdivision meet all applicable Federal, State and Town of Jackson requirements and standards;

that said systems will be adequate and safe, providing that said systems have been constructed as designed, and operated and maintained correctly.



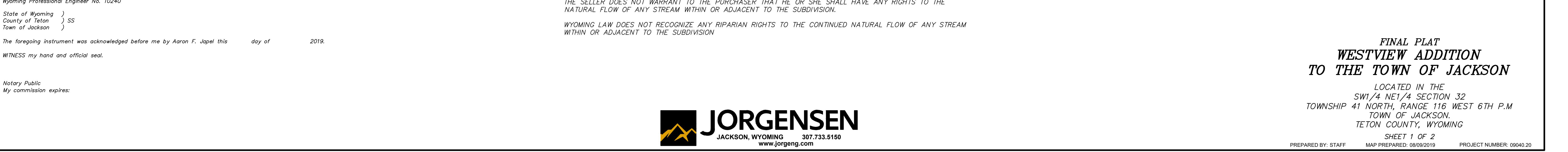
Aaron F. Japel
Wyoming Professional Engineer No. 10240

State of Wyoming)
County of Teton) SS
Town of Jackson)

The foregoing instrument was acknowledged before me by Aaron F. Japel this day of 2019.

WITNESS my hand and official seal.

Notary Public
My commission expires:



CERTIFICATE OF SURVEYOR

I, Kenneth G. McGrath, a Wyoming Professional Land Surveyor, do hereby certify:

that by the authority of the owners, I have subdivided the lands shown on this plat to be known as the WESTVIEW ADDITION TO THE TOWN OF JACKSON;

that the subdivided land is identical with and described as:

A PARCEL OF LAND lying within the SW1/4 NE1/4 Section 32, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, being IDENTICAL TO that tract described in that Warranty Deed of record as document 0730434 in the Office of the Clerk of Teton County, Wyoming, and being more particularly described as follows:

BEGINNING on the easterly right-of-way of State Highway 22, at a 2-1/2 inch nominal iron pipe with brass cap right-of-way marker inscribed "1998 PE & LS 578" and other appropriate markings, lying S1829.05'E, 148.10 feet from the North Quarter Corner of said Section 32;

thence on said right-of-way 25.11 feet to a 6 inch square concrete post with 3-1/2 inch diameter brass cap inscribed "WYOMING DEPT. OF TRANSPORTATION PLS 482" and other appropriate markings;

thence continuing on said right-of-way N22°46'59"W, 53.96 feet to the northerly boundary of said SW1/4 NE1/4 monumented by a 5/8 inch diameter reinforcing bar with 2 inch aluminum cap inscribed "PLS 566";

thence departing said right-of-way and proceeding on said northerly boundary S88°32'14"E, 252.77 feet;

thence departing said northerly boundary and proceeding S40°06'16"E, 0.07 feet to a 5/8 inch diameter reinforcing bar with 1-1/2 inch aluminum cap inscribed "PLS 4270";

thence continuing S40°06'16"E, 86.69 feet to a 5/8 inch diameter reinforcing bar with 1-1/2 inch aluminum cap inscribed "PE & LS 578";

thence continuing S49°32'34"W, 292.28 feet to a 5/8 inch diameter reinforcing bar with 1-1/2 inch aluminum cap inscribed "PE & LS 578";

thence continuing S49°32'34"W, 0.22 feet to said easterly right-of-way;

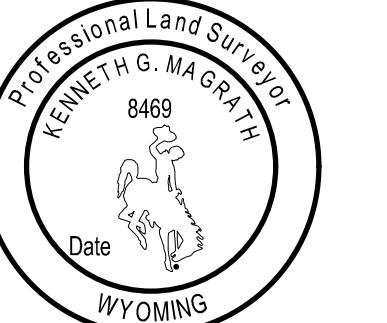
feet to the POINT OF BEGINNING.

The area of said parcel amounts to 1.10 acres, more or less.

that to the best of my belief and knowledge, the dimensions of the boundary and lots of the Westview Addition to the Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, P.C. under my direction during 2019;

that the foregoing subdivision is SUBJECT TO easements, rights-of-way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of right and/or record called for in the Certificate of Owner on this plat;

that there are no surface water rights appurtenant to the lands of the foregoing subdivision;



Kenneth G. McGrath
Wyoming Professional Land Surveyor No. 8469

State of Wyoming)
County of Teton) SS
Town of Jackson)

The foregoing instrument was acknowledged before me by Kenneth G. McGrath this day of 2019.

WITNESS my hand and official seal.

Notary Public
My commission expires:

GENERAL NOTES

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISION EXCEPT AS PERMITTED BY THE TOWN OF JACKSON, WYOMING.

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

NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM, SEWER COLLECTION SYSTEM, AND STORM DRAINAGE COLLECTION SYSTEM WITHIN THE SUBDIVISION.

NO PUBLIC MAINTENANCE OF ANY STREETS AND ROADS OF THIS SUBDIVISION.

ACCORDING TO MAP 56039C2906D OF THE TETON COUNTY, WYOMING AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM) WITH EFFECTIVE DATE OF SEPTEMBER 16, 2015 PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THIS SUBDIVISION LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% (500-YEAR FLOOD) ANNUAL CHANCE FLOODPLAIN.

THE TOWN OF JACKSON IS UNDER NO OBLIGATION TO CONSTRUCT, REPAIR, OR MAINTAIN ANY ROADS WITHIN THIS SUBDIVISION.

THE FOLLOWING STATEMENT IS INCLUDED ON THIS PLAT IN ACCORDANCE WITH WYOMING STATUTE: "THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE."

WATER RIGHTS NOTES

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 THE SUBDIVISION.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION.

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton) SS
Town of Jackson)

Pursuant to, and in accordance with Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, WESTVIEW ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the XX day of XXXXXX 2019.

ATTEST:

TOWN OF JACKSON

Sandra P. Birdyshaw, Clerk

Pete Muldoon, Mayor

Brian T. Lenz, Engineer

Tyler Sinclair, Planning Director

The foregoing instrument was acknowledged before me by Pete Muldoon, Mayor, this day of 2019.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Sandra P. Birdyshaw, Clerk, this day of 2019.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Engineer, this day of 2019.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Tyler Sinclair, Planning Director, this day of 2019.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Tyler Sinclair, Planning Director, this day of 2019.

WITNESS my hand and official seal.

LAND USE SUMMARY

2 Lots Total
1 @ 0.29 AC
1 @ 0.81 AC
Total Acreage 1.10 AC

APPLICANT & OWNER:

Westview Partners, LLC
a Wyoming limited liability company
P.O. Box 174
North Garden, Virginia 22959
434-326-2118

SURVEYOR & ENGINEER:

Jorgensen Associates, P.C.
1315 Highway 89 S., Ste. 201
P.O. Box 9550
Jackson, Wyoming 83002
307-733-5150

FINAL PLAT WESTVIEW ADDITION TO THE TOWN OF JACKSON

LOCATED IN THE
SW1/4 NE1/4 SECTION 32
TOWNSHIP 41 NORTH, RANGE 116 WEST 6TH P.M.
TOWN OF JACKSON,
TETON COUNTY, WYOMING

SHEET 1 OF 2
PREPARED BY: STAFF
MAP PREPARED: 08/09/2019
PROJECT NUMBER: 09040.20

