



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: August 21, 2019	REQUESTS:
Item #: P19-199	
Planner: Brendan Conboy	The applicant is submitting a request for a Development Plan in order to create a two lot subdivision for the property located at 540 Cache Creek Drive, legally known as, LOT 6, BLK. 7, HALL 2
Phone: 733-0440 ext. 1302	
Fax: 734-3563	For questions, please call Brendan Conboy at 307-733-0440, x1302 or email to the address shown to the left. Thank you.
Email: bconboy@jacksonwy.gov	
Owner: 540 CACHE CREEK LLC C/O WILDSTAR PARTNERS LLC 207 High Point Dr Bldg 100 Victor, NY 14564-1061	
Applicant: Josh Kilpatrick/ Nelson Engineering PO Box 1599 Jackson, WY 83001	
Please respond by:	September 4, 2019 (Sufficiency) September 11, 2019 (with Comments)

Owner:

540 CACHE CREEK LLC C/O
WILDSTAR PARTNERS LLC 207
High Point Dr Bldg 100
Victor, NY 14564-1061

Applicant:

Josh Kilpatrick/ Nelson Engineering
PO Box 1599
Jackson, WY 83001

The applicant is submitting a request for a Development Plan in order to create a two lot subdivision for the property located at 540 Cache Creek Drive, legally known as, LOT 6, BLK. 7, HALL 2

For questions, please call Brendan Conboy at 307-733-0440, x1302 or email to the address shown to the left. Thank you.

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



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: _____

Physical Address: _____

Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

APPLICANT/AGENT.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

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 (Hillside CUP)

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.

date

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 Property Owner or Authorized Applicant/Agent

Date

Name Printed

Title

LETTER OF AUTHORIZATION

540 Cache Creek LLC, "Owner" whose address is: 540
Cache Creek Drive Dr. 1 c/o Wildstar Partners LLC

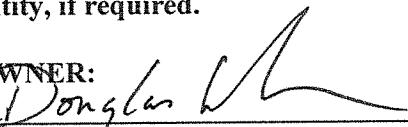
(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

207 High Point Dr. Bldg. 100, Victor NY 14564, as the owner of property
more specifically legally described as: Lot 6 of Block 7 of the
John D. Hall Plat No. 2, Town of Jackson, Teton County,
Wyoming according to that plat recorded on July 8, 1948 as Plat 135
(If too lengthy, attach description)

HEREBY AUTHORIZES Josh Kildpatrick - Nelson Engineering 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: Owner's Rep

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

STATE OF Wyoming

)

)
SS.

COUNTY OF Teton

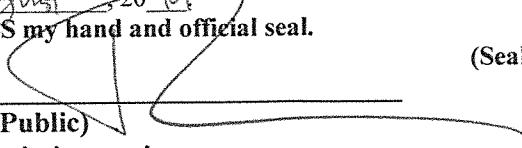
)

The foregoing instrument was acknowledged before me by  on this 9 day of

August 2019

WITNESS my hand and official seal.

(Seal)


(Notary Public)

My commission expires:



August 21th, 2019

Town of Jackson
150 East Pearl Ave.
Jackson, WY 83001

ATTN: Brendan Conboy

RE: Project Narrative and findings for approval: 540 Cache Creek Drive Development Plan – Reference Preapplication Conference #P19-009

Dear Brendan:

Please find attached Development Plan (DP) and Conditional use permit (hillside CUP) for 540 Cache Creek Drive for your review. The proposed development is located in Neighborhood Low Density (NL-2) zoning and has been advanced from the preapplication phase to include a proposal for a lot split (east/west) and subsequent construction of two single-family homes. Construction of the new residences will require demolition of the existing residence. As you may be aware, construction plans for the south residence have already been submitted to the Town for review and approval under Town project #P19-125.

The proposed development has been prepared to comply with the following findings of approval as presented in LDR Section 8.5.2.

1. Is consistent with the desired future character described for the site in the Jackson
2. Natural resource overlay and scenic resource overlay are not applicable for this development plan
3. Does not have significant impact on public facilities and services, including transportation, potable water, and wastewater facilities, parks, schools, police, fire, and EMS
4. Complies with the Town of Jackson Design Guidelines
5. Complies with all relevant standards of these LDRs and other Town Ordinances; and
6. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

The Conditional use permit (Hillside CUP) has been prepared to comply with the following findings of approval as presented in LDR Section 8.4.2.

1. Is compatible with the desired future character of the area
2. Complies with specific use standards
3. Minimizes adverse visual impacts
4. Minimizes adverse environmental impacts
5. Minimizes adverse impacts from nuisances
6. Minimizes adverse impacts on public facilities
7. Complies with all other relevant standards of the LDRs and all town ordinance; and
8. Is insubstantial conformance with all standards and conditions of any prior applicable permits or approvals.

Per section 5.4.1.C.5 to our knowledge no adverse impacts have been identified for the conditional use permit. The wildlife use/habitat review study indicates that there will be minimal impact to wildlife that inhabit the area.

The submittal package, including planning permit application, title report, site plan with summary table demonstrating compliance with dimensional standards, wildlife use/habitat review study, geotechnical investigation, visual impact analysis, and grading and drainage plan is believed to provide sufficient information for a CUP and DP level submittal and approval for a lot subdivision.

Please note that landscaping, final grading, stormwater run-off calculations and design, and lighting plans will be provided in detail with the building permit submittal. With exception to these items, all comments made by town entities are addressed within the development plan drawings provided (see DP-1).

If you find there to be submittal deficiencies, please don't hesitate to contact me so they can be addressed prior to review by other Town departments/entities.

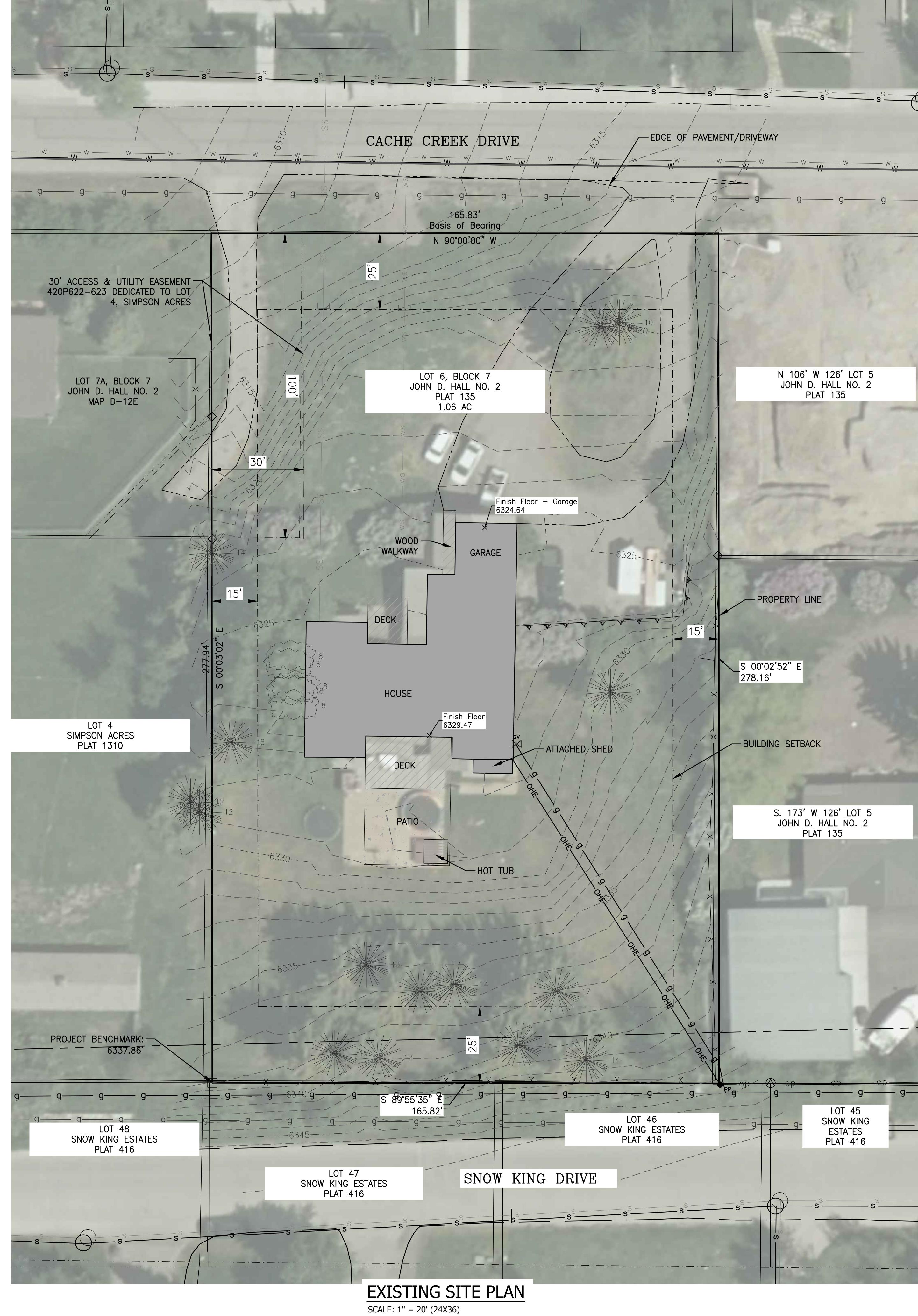
Respectfully submitted,

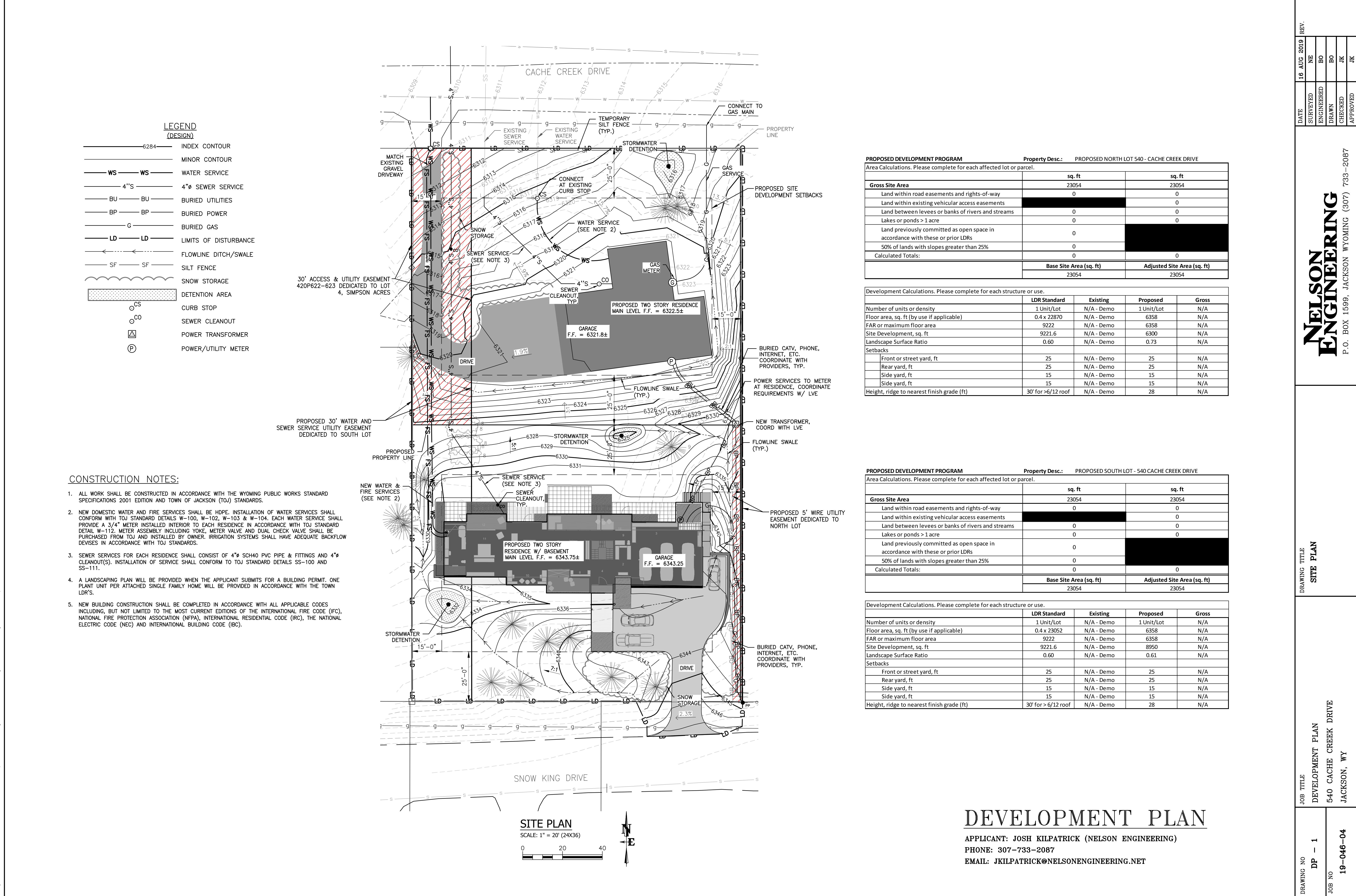


Josh Kilpatrick, PE

Encl.

CC: Robert Huggins





Housing Mitigation Plan for 540 Cache Creek Drive

Housing Mitigation Plan

updated 6/11/19

Development of a new house, hotel, or commercial space generates the need for employees. The construction workforce builds the space, the commercial workforce or residential service workforce works in the space, and first responders are needed to protect the space. Only about 27% of the employees generated by development can afford housing in the community, but the community's "community first" character goal is that 65% of employees live locally. To bridge this affordability gap, each development is required to include affordable workforce housing proportional to the employees it generates. These housing mitigation requirements are established in Division 6.3 of the Land Development Regulations. This worksheet is intended to assist in meeting the requirements for a project. However, an error in the worksheet does not amend the actual standard; if you find an error please notify the Planning Department. Fill in the highlighted cells, all the other cells will autopopulate.

Calculating the Requirement (Sec. 6.3.2 & 6.3.3)

Step 1: Location

Town of Jackson

The applicable regulations vary by jurisdiction please identify the location of your project using the above dropdown options.

The required housing is based on the existing and proposed use of the site. Step 2 is to enter the existing use and Step 3 is to enter the proposed use. Section 6.3.2 of the LDRs establishes the applicability of the affordable workforce housing standards and Section 6.3.3 establishes the specifics on calculation of the requirement. Enter each use in its own row, add rows if needed. If a building has multiple units with the same use, describe each unit in its own row. (For example: if a duplex is composed of a 2,300 sf attached unit and a 1,700 sf attached unit, put each unit in its own row do not put in 4,000 sf of attached single-family.) If a unit type (e.g. apartment floor plan, or commercial tenant space) is replicated exactly multiple times, you may use the "Use Quantity" column to avoid adding multiple rows.

Step 2: Existing Development

Housing is only required for new development. Please describe the existing use of the site so that it can be credited from the housing requirement. The definition of existing use is Section 6.3.2.A.1 of the LDRs. Generally, the existing use to enter is the use with the highest housing requirement that either existed in 1995, or has been permitted since 1995. Please attach proof of existence.

Step 3: Proposed Development

Please describe the proposed use of the site to determine if affordable workforce housing is required as part of the development. Describe the end result of the proposed development. (For example: in the case of an addition do not enter the square footage of the addition, enter the size of the unit upon completion of the addition.)

Proposed Use	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Detached Single-Family Unit (Local)	$0.000017 * \text{sf} + (\text{Exp}(-16.14 + 1.59 * \text{Ln(sf)})) / 2.176$		5558	1	0.135
Detached Single-Family Unit (Local)	$0.000017 * \text{sf} + (\text{Exp}(-16.14 + 1.59 * \text{Ln(sf)})) / 2.176$		5558	1	0.135

Affordable Workforce Housing Required: 0.214 units

Fee-in-Lieu Amount: \$ 44,625.93

If the amount of required affordable workforce housing is less than one unit, you may pay the above fee in-lieu of providing the required housing. If you elect to pay the fee, your Housing Mitigation Plan is complete. If the requirement is greater than one unit, or you would like to provide a unit to meet the requirement, please proceed to the [Unit Type Sheet](#).



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-19395

Wyoming Title & Escrow, Inc.

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

Escrow Officer: Wendy McDearman

Phone: (307)732-2983

Fax: (307)732-0200

Escrow Officer Email: wmcdearman@wyomingtitle.com

Email Loan Docs To: 12101edocs@wyomingtitle.com

Customer Reference: **Griest to Stern**

Property Address: 540 Cache Creek Drive, Jackson, WY 83001

Title Officer: Molly Thorn

Title Officer Email: molly@wyomingtitle.com

EXPLANATION OF CHARGES

2006 ALTA Standard Owners Policy	\$5,515.00
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Total Estimated Charges:	\$5,515.00
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*** 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 Silsby 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 established under state statutes at 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.

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COMMITMENT - SCHEDULE A

1. Effective Date: October 5, 2018 at 7:30AM
2. Policy or Policies to be Issued:

2006 ALTA Standard Owners Policy

Proposed Insured: Zach Stern	Liability: \$2,500,000.00	Premium: \$5,515.00
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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:

Barry Griest and Linda Griest, husband and wife, tenants by the entirety

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: Wendy McDearman
Title Officer: Molly Thorn
Phone: (307)732-2983
Fax: (307)732-0200

Exhibit "A"
Legal Description

Lot 6 of Block 7 of the John D. Hall Plat No. 2, Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 8, 1948 as Plat No. 135.

PIDN: 22-41-16-34-1-35-010

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 Barry Griest and Linda Griest, husband and wife, vesting fee simple title to the subject property in Zach Stern.

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. Pay all taxes, charges and assessments levied and assessed against the subject premises which are due and payable.
7. To remove Exception No(s). 16 of Schedule B - Exceptions hereof, the Company requires payment, satisfaction, cancellation, release or other disposition of said mortgage.

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 2018 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-004557
1st Installment: \$3,348.15 OPEN
2nd Installment: \$3,348.14 OPEN
- Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
9. All matters as delineated on the Official Plat of John D. Hall Plat No. 2, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 135.
[Plat No. 135](#)

Terms and conditions of an affidavit, recorded November 23, 1964, as (book) 12 of Mixed Records (page) 131, Official Records.

[B12P131](#)

10. Reservations as contained in deed from John D. Hall, to Hugh G. Soest and Donna Marie Soest, recorded May 15, 1950, as (book) 8 of Deeds (page) 572, Official Records, as follows: "Reserving, however, all oil, gas and other mineral rights; said rights do not belong to this grantor."

[B8P572](#)

11. Terms and Conditions of Agreement, recorded September 16, 1950, as (book) 6 of Mixed Records (page) 518, Official Records.

[B6P518](#)

12. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded April 6, 1976, as (book) 46 (page) 467, Official Records.

[B46P467](#)

13. Easement disclosed by deed and conditions contained therein, recorded April 28, 1989, as (book) 210 (page) 401, and in deed recorded on November 14, 1991, as (book) 244, (page) 626, Official Records.

[B210P401](#)

[B244P626](#)

Relocation of Easement, recorded April 20, 2001, as (book) 420 (page) 622 Official Records.

[B420P622](#)

14. All matters shown by record of Survey D-12 E recorded May 16, 1989, as (book) 1 of Maps (page) 243, Official Records.

[D-12E](#)

15. All matters shown by record of Survey T-73A recorded July 10, 1990, as (book) 1 of Maps (page) 220, Official Records.

[T-73A](#)

Affidavit by Surveyor, recorded April 14, 1992, as (book) 250 (page) 467, Official Records.

[B250P467](#)

16. A Mortgage to secure an indebtedness in the amount of \$780,000.00, and any other obligations secured thereby, dated October 31, 2006, recorded November 6, 2006, as (book) 643 (page) 879, Official Records.

Mortgagor: Barry Griest and Linda Griest, husband and wife, as tenants by the entireties

Mortgagee: Mortgage Electronic Registration Systems, Inc. ("MERS") acting solely as nominee for

Bank of Jackson Hole

Loan No: 146151348

MIN No.: 100015700071286526

[B643P879](#)

The Beneficial Interest under said Mortgage was assigned of record to Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing LP, fka Countrywide Home Loans Servicing LP, for the Benefit of Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2005-8, by assignment recorded November 7, 2011, as (book) 793 (page) 332, Official Records.

[B793P332](#)

The Beneficial Interest under said Mortgage was assigned of record to Nationstar Mortgage, LLC, by assignment recorded August 26, 2013, as (book) 852 (page) 578, Official Records.

B852P578

Corrective Assignment of Mortgage recorded February 12, 2016, as (book) 914 (page) 317, Official Records.

B914P317

***** 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: 540 Cache Creek Drive, 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: 22-41-16-34-1-35-010

*** 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

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				

DATE	INVOICE NO.	COMMENT	AMOUNT	NET AMOUNT
08/16/2019	16-046-04	Development Plan 16-046-04		3,000.00
DATE 08/16/19		VENDOR Town of Jackson	TOTAL	3,000.00

Nelson Engineering

Professional Engineers & Land Surveyors
P.O. Box 1599, JACKSON WYOMING 83001-1599
307-733-2087

Three Thousand and no/100
PAY

TO THE
ORDER
OF

**TOWN OF JACKSON
P.O. BOX 1687
JACKSON WY 83001**

First Interstate Bank
802 West Broadway
P.O. Box 11095
Jackson, WY 83002-1095

99-12
1023

15989

DATE AMOUNT
08/16/19 15989 \$3,000.00


AUTHORIZED SIGNATURE

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