



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: October 15, 2019	REQUESTS:
Item #: P19-228	The applicant is submitting a request for a Subdivision Plat for the property located at 725 Cache Creek Drive. 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/Applicant: Mary McCarthy PO Box 7876 Jackson, WY 83002	
Please respond by: October 15, 2019 (Sufficiency) November 5, 2019 (with Comments)	

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

Transmittal via Email to Ms. Tiffany Stolte, tstolte@jacksonwy.gov

PO Box 7876
Jackson, WY 83002

October 2, 2019

Mr. Tyler Valentine
Senior Planner
Town of Jackson
150 East Pearl Street
Jackson, WY 83001

**Re: Subdivision Plat Application – THE DUDLEY SUBDIVISION,
Project No. P19-146, Located at 725 Cache Creek Drive**

Dear Mr. Valentine:

This application follows the Town Council's approval on September 3, 2019 of the Development Plan for a division of land at 725 Cache Creek Drive.

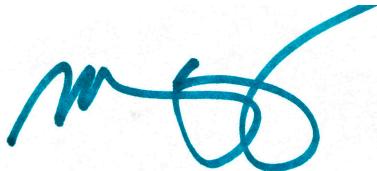
The material transmitted includes:

1. Planning Permit Application
2. Warranty Deed – Evidence of current ownership
3. Notice of Intent to Subdivide – Public Notice
4. Title Commitment Dated August 9, 2019 (JHTE)
5. Final Plat – Subdivision Plat Map (with Certificate of Owners and Easements)
6. Exhibit A – Utility Plan (As requested by the Town's engineering division, illustrating lift station and water line easements)
7. Declaration of Covenants
8. Affidavit of Owner
9. Draft Quitclaim Deed for Lot 101
10. Draft Quitclaim Deed for Lot 102

As you are aware, I have had several discussions with the Town's engineering division about the sewer for the north lot (Lot 101). The engineering division encouraged me to seek a solution that would avoid a second lift station. With input from Y2 and a site visit including Dwight Reppa of Macy's Services, Pete Feuz of Feuz Excavating, and Rick Friesen of Mill Iron Timberworks, I am reasonably certain that we can avoid a second lift station. The proposed sewer line for Lot 101 would run west with gravity to the existing lift station; a second lift station would likely not be required. Exhibit A shows the proposed location of Lot 101's sewer line, and this represents a revision/change as compared to the Utility Plan drawing submitted with the Development Plan in June.

Thank you for the time you and your colleagues will take to review this. Please let me know if you have questions or need additional information.

Thank you,



Mary R. McCarthy
Applicant/Owner
Mobile (408) 482-4423

cc (via soft copy): Melissa Ruth, Y2 Consultants
Vince Roux, Y2 Consultants
Mark Fellerman, Y2 Consultants
Erika Nash, Long Reimer Winegar
Barbara Allen, JHSIR



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

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.

Mary Ryan McCarthy

Signature of Property Owner or Authorized Applicant/Agent

Date

Name Printed

Title

GRANTOR: ROICE, TERRY G ET UX
GRANTEE: MC CARTHY, MARY R TRUSTEE
Doc 0956704 Filed At 10:30 ON 09/17/18
Sherry L. Daigle Teton County Clerk fees: 15.00
By Mary Antrobus Deputy Clerk

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 695195JAC (mgm)

Terry G. Roice and Judith F. Roice, husband and wife, GRANTOR(S), 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

Mary R. McCarthy, Trustee of the Mary R. McCarthy 2002 Revocable Trust, dated May 28, 2002, as amended and restated July 12, 2011, as further amended, GRANTEE(S),

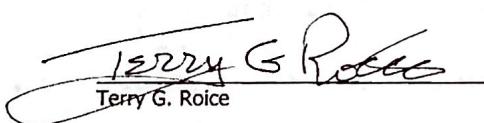
whose mailing address is PO BOX 7876, Jackson, WY 83002, the following described real estate, situated in the County of **Teton**, State of **Wyoming**, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming, to-wit: **Legal Description attached hereto as Exhibit A and by this reference incorporated herein.**

State Identification Number 22-41-16-34-1-32-006

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, encroachments, conditions, restrictions, rights-of-way and easements of record.

WITNESS the due execution and delivery of this Warranty Deed

this 14th day of September, 2018.



Terry G. Roice



Judith F. Roice

State of Wyoming)
County of Teton)
ss.

This instrument was acknowledged before me on this 14th day of September, 2018 by Terry G. Roice
and Judith F. Roice.



Martha Gray McKinney
Notary Public
My Commission expires:

MARTHA GRAY MCKINNEY NOTARY PUBLIC - WYOMING Teton County My Commission Expires Jan. 25, 2020
--

EXHIBIT A

A portion of Lot 1 of the Ferrin Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 25, 1980 as Plat Number 401, and being more particularly described as follows:

**Beginning at the Southwest corner of said Lot 1;
thence N 00 degrees 04 minutes 55 seconds E, 183.16 feet along the West line of said Lot 1 to a point;
thence S 89 degrees 34 minutes 12 seconds E, 110.18 feet to a point;
thence S 00 degrees 01 minutes 52 seconds W, 183.62 feet along the East line of said Lot 1 to a point;
thence N 89 degrees 34 minutes 12 seconds W, 110.35 feet along the South line of said Lot 1 to the POINT OF BEGINNING.**

Teton Media Works, Inc.
P.O. Box 7445
Jackson, WY 83002
Tel : (307) 733-2047

Advertising Invoice

Mary McCarthy
PO Box 7876
Jackson, WY
83002

Salesperson : Rodolfo Perez
Cust# 44406
Invoice # **301750**
Invoice Date: 09/04/19

<u>Ad #</u>	<u>Text</u>	<u>Edition</u>	<u>First Date</u>	<u>Last Date</u>	<u>#Ins.</u>	<u>Amount</u>
369518	ITS: 725 Cache Creek Dr	News&Guide	09/04/19	09/11/19	2	<hr/> 78.40
						78.40

Sub Total: **78.40**

Notice

Your prompt payment is appreciated.

Grand Total: **78.40**

Payments: **78.40**

Amount Due: **0.00**

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 September 4, 2019

Kevin Olson
Subscribed in my presence and sworn to before me this
11 Day of Sept., 2019.



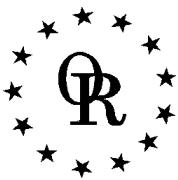
Fee for publication \$ 78.40 charge to the following:

Account No: 44406 Name: Mary McCarthy

Address: PO Box 7876 Jackson WY 83002

NOTICE OF INTENT TO SUBDIVIDE Notice is hereby given, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that Mary R. McCarthy, Trustee of the Mary R. McCarthy 2002 Revocable Trust, dated May 28, 2002, as amended and restated July 12, 2011, as further amended, 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 of Jackson Council at Jackson Town Hall. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 2 Lots. The property is 0.47 acres, generally described as PT Lot 1, Burns Ferrin Subdivision, per records of the Clerk of Teton County, PIDN 22-41-16-34-1-32-006, street address 725 Cache Creek Drive. The site is accessed from Cache Creek Drive and from the alleys south of E. Kelly Ave.

Publish: 09/04, 09/11/19



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.

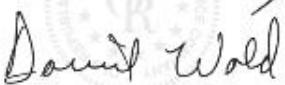
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

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**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

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

By 
Matt Biesen President
Attest 
David Wold Secretary

Issued through the office of:
Jackson Hole Title & Escrow
255 Buffalo Way/PO Box 921
Jackson, WY 83001
(307)733-3153



Authorized Signature

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

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without.

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company**Transaction Identification Data for reference only:**Issuing Agent and Office: Jackson Hole Title & Escrow, 255 Buffalo Way/PO Box 921, Jackson, WY 83001
(307)733-3153

Issuing Office's ALTA ® Registry ID: 1040322

Loan ID No.:

Issuing Office Commitment/File No.: 856709JAC

Property Address: 725 Cache Creek Drive, Jackson, WY 83001

Revision No.:

SCHEDULE A1. Commitment Date: **August 09, 2019 at 7:30 A.M.**

2. Policy (or Policies) to be issued: Owner's Premium Amount reflects applicable rate

(a) 2006 ALTA ® Extended Owner's PolicyProposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below**Proposed Policy Amount: **\$1,500,000.00**Premium Amount \$ **2,495.00**Endorsements: **none**\$ **0.00**(b) 2006 ALTA ® Loan Policy

Proposed Insured:

Proposed Policy Amount: \$

Premium Amount \$

Endorsements:

\$

(c) ALTA ® Policy

Proposed Insured:

Proposed Policy Amount: \$

Premium Amount \$

Endorsements:

\$

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

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

Mary R. McCarthy, Trustee of the Mary R. McCarthy 2002 Revocable Trust, dated May 28, 2002, as amended and restated July 12, 2011, as further amended

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5. The Land is described as follows:

A portion of Lot 1 of the Ferrin Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 25, 1980 as Plat Number 401, and being more particularly described as follows:

Beginning at the Southwest corner of said Lot 1; thence N 00°04'55"E, 183.16 feet along the West line of said Lot 1 to a point; thence S 89°34'12"E, 110.18 feet to a point; thence S 00°01'52"W, 183.62 feet along the East line of said Lot 1 to a point; thence N 89°34'12"W, 110.35 feet along the South line of said Lot 1 to the POINT OF BEGINNING.

By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

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

a. **Warranty Deed**

From Mary R. McCarthy, Trustee of the Mary R. McCarthy 2002 Revocable Trust, dated May 28, 2002, as amended and restated July 12, 2011, as further amended
Vesting fee simple title in Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 Schedule A.

A Statement of Consideration is required with each transfer of title in the State of Wyoming per Wyoming Statute 34-1-142.

5. Provide the Company with Affidavit of Trust, pursuant to Wyoming Statute 4-10-1014 for Mary R. McCarthy, Trustee of the Mary R. McCarthy 2002 Revocable Trust, dated May 28, 2002, as amended and restated July 12, 2011, as further amended.
6. For each Policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
7. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

SCHEDULE B, PART II
Exceptions

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

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

1. Any facts, rights, 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; (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 Records.

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

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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) 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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
9. 2019 taxes and special assessments are a lien; amounts not yet determined or payable. If making one payment, due on or before December 31. If making two payments, the first one-half is payable September 1 and becomes delinquent November 10th of the current year, the second one-half is payable March 1 and becomes delinquent May 10th of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Tax ID#	Tax Year	1st Half Tax Status	2nd Half Tax Status
OJ-001697	2018	\$2,106.91 is Paid	\$2,106.90 is Paid

10. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) [401](#), records of Teton County, Wyoming.
11. Right of way, including terms and conditions contained therein:

Granted To:	Mountain States Telephone and Telegraph
For:	easement and incidental purposes
Recorded:	September 15, 1960
Recording Information:	Book 10 of Mixed Records, Page 283
12. Right of way, including terms and conditions contained therein:

Granted To:	County of Teton
For:	right of way easement
Recorded:	July 1, 1965
Recording Information:	Book 12 of Mixed Records, Page 249
13. Right of way, including terms and conditions contained therein:

Granted To:	Lower Valley Power and Light, Inc.
For:	easement and incidental purposes
Recorded:	April 2, 1973
Recording Information:	Book 24, Page 159

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14. United States Department of the Interior Fish and Wildlife Service, including terms and conditions contained therein:

Granted To: United States of America
For: easement
Recorded: April 17, 1978
Recording Information: [Book 69, Page 370](#)

15. Right of way, including terms and conditions contained therein:

Granted To: Terry G. Roice and Judith F. Roice
For: access easement
Recorded: April 15, 2014
Recording Information: [Book 867, Page 394](#)

16. Rights of the public or others to the ownership, use and/or access to any streams, creeks, rivers or bodies of water lying within the boundaries of and/or appurtenant to subject property.

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INFORMATIONAL NOTES

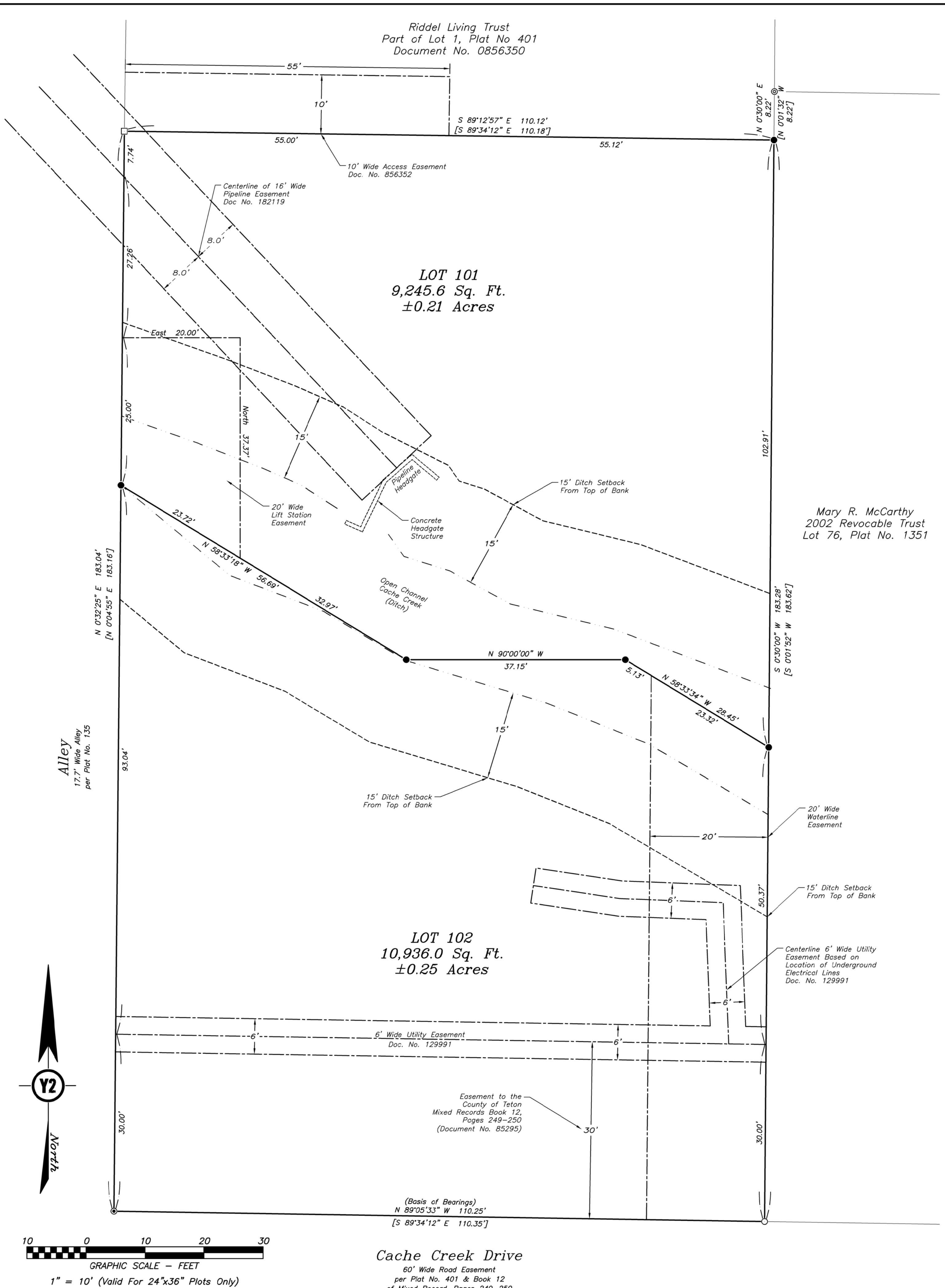
A. The following property address and PIDN Number are provided for informational purposes only:

PIDN Number: 22-41-16-34-1-32-006
725 Cache Creek Drive
Jackson, WY 83001

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

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CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
)) ss
COUNTY OF TETON)

I, Mark Fellermann, a professional Land Surveyor of Jackson, Wyoming, hereby certify:

that this plot was made from the notes of an actual survey made under my direction during August, September, and December of 2018, and January of 2019, and from records available in the Office of the Clerk of Teton County, Wyoming;

that this plot correctly represents the final plot of the DUDLEY SUBDIVISION within the SE1/4NE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming;

that the DUDLEY SUBDIVISION is IDENTICAL to that portion of Lot 1, Plat No. 401 described in Document No. 956704 recorded in said Office, and more particularly described as follows:

BEGINNING at the southwest corner of Lot 1 as shown on Plat No. 401 recorded in said Office, said point being marked by a mag nail with a washer inscribed "PLS 16012" set this survey;

THENCE N 032°25' E 183.04 feet to a point marked by a 5/8 inch diameter rebar found this survey;

THENCE S 89°12'57" E 110.12 feet to a point marked by a 5/8 inch diameter rebar with an aluminum cap inscribed "PLS 16012" set this survey;

THENCE S 030°00' W 183.28 feet to a point marked by a 5/8 inch diameter rebar with an aluminum cap inscribed "PLS 578" found this survey;

THENCE N 89°05'33" W 110.25 feet to the POINT OF BEGINNING.

Said parcel encompasses 0.46 Acres, more or less.

Mark Fellermann
Wyoming Professional Land Surveyor No. 16012

ACKNOWLEDGMENT

STATE OF WYOMING)
)) ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Mark Fellermann on this _____ day of _____, 2019.

Witness my hand and official seal.

Notary Public _____ My commission expires:

CERTIFICATE OF OWNERS
STATE OF WYOMING)
)) ss
COUNTY OF TETON)

The undersigned owners and proprietors hereby certify that the foregoing subdivision of that portion of Lot 1, Plat No. 401 described in Document No. 956704 recorded in the Office of the Clerk of Teton County, Wyoming, lying within SE1/4NE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Town of Jackson, Teton County, Wyoming as shown on this plat and more particularly described under the Certificate of Surveyor is with their free consent and in accordance with their desires;

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

that access to this subdivision is taken from Cache Creek Drive for Lot 102, and from the alley shown hereon for Lot 101;

that this subdivision is subject to those covenants, conditions, restrictions, reservations, easements, ditches, encroachments, roadways, rights-of-way, common areas, and building setback requirements as delineated on Plat No. 401, recorded in said Office;

that this subdivision is subject to that blanket right-of-way easement to The Mountain States Telephone and Telegraph Company as described in Book 10 of Mixed Records, Page 283 (Document No. 68868), recorded in said Office;

that this subdivision is subject to that right-of-way easement to the County of Teton as described in Book 12 of Mixed Records, Pages 249-250 (Document No. 85295), recorded in said Office;

that this subdivision is subject to that 6' wide utility easement to Lower Valley Power and Light, Inc. as described in Document No. 129991 recorded in said Office;

that this subdivision is subject to that 16' wide pipeline easement to the United States of America as described in Document No. 182119 recorded in said Office;

that this subdivision is subject to that 10' wide access easement described in Document No. 856352 recorded in said Office;

that a 20' wide waterline easement is hereby granted across Lot 102 for the benefit of Lot 101, as shown hereon;

that a 20' wide easement is hereby granted across Lot 101 for the benefit of Lot 102, for the purpose of accessing and maintaining a sanitary sewer lift station, as shown hereon;

that this subdivision is subject to any other easements, restrictions, reservations, rights-of-way, and conditions of sight and/or record, including, but not limited to, those shown hereon;

that that portion of Lot 1, Plat No. 401 described in Document No. 956704 is hereby vacated pursuant to Section 34-12-106, Wyoming State Statutes, being reconfigured as Lots 101 and 102, DUDLEY SUBDIVISION, all in accordance with Section 15-1-415, Wyoming State Statutes, and the Teton County Clerk is respectfully requested to write "VACATED" across said portion of Lot 1, Plat No. 401, in accordance with Section 34-12-10, Wyoming State Statutes.

SIGNATURE BY SEPARATE AFFIDAVIT
Mary R. McCarthy, Trustee of the Mary R. McCarthy 2002 revocable Trust,
Dated May 28, 2002, as amended and restated July 12, 2011.

CERTIFICATE OF ACCEPTANCE
STATE OF WYOMING)
)) ss
COUNTY OF TETON)

The foregoing DUDLEY SUBDIVISION, was approved at the regular meeting of the Town Council held on the _____ day of _____, 2019 in accordance with Section 15-1-415, Wyoming State Statutes, and the Town of Jackson Land Development Regulations.

Attest:

Sandy Birdshaw, Clerk

Pete Muldoon, Mayor

Brian Lenz, Town Engineer

Paul Anthony, Planning Director

ACKNOWLEDGMENT

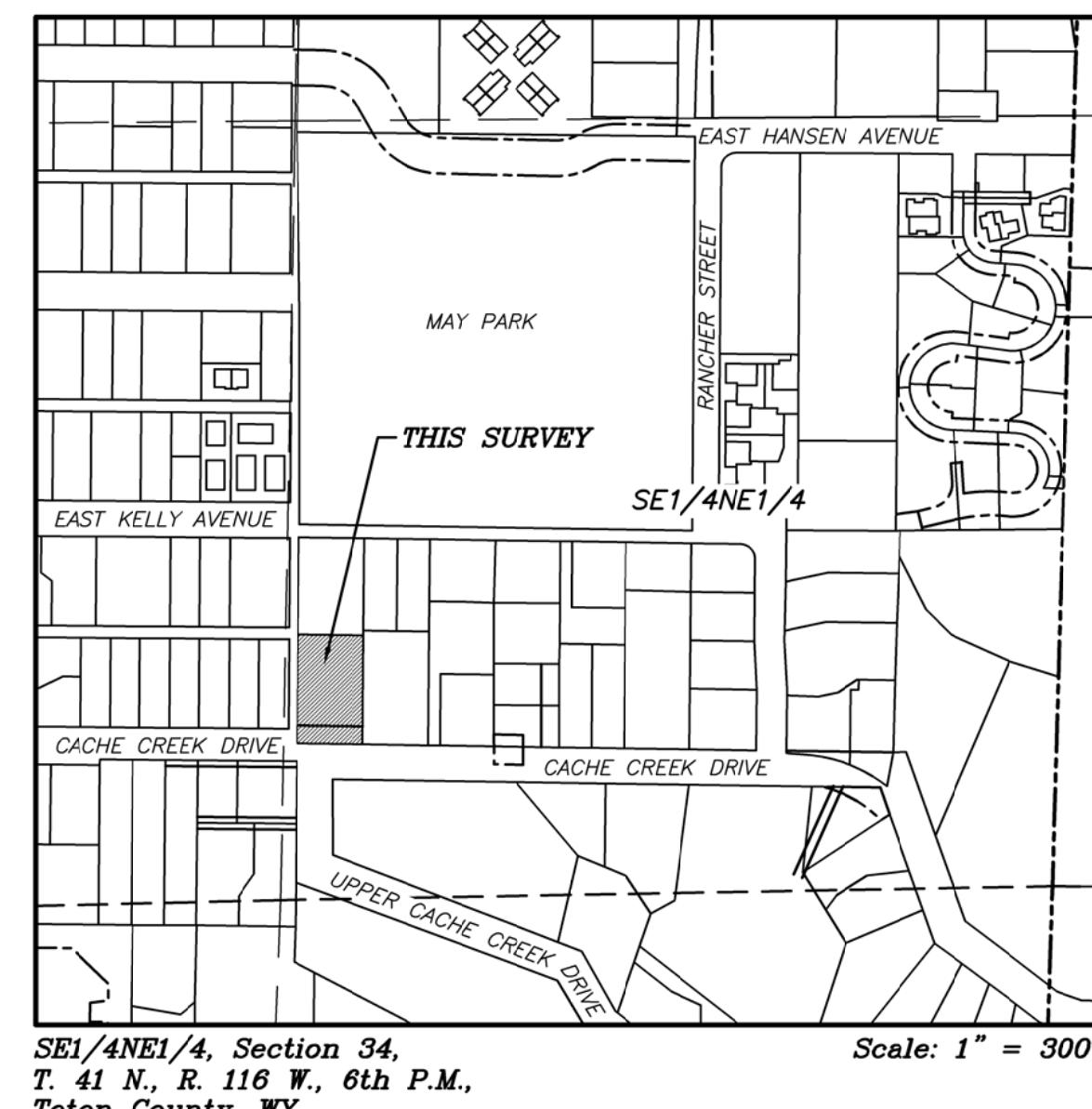
STATE OF WYOMING)
)) ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Sandy Birdshaw, Clerk; Pete Muldoon, Mayor; Brian Lenz, Town Engineer; and Tyler Sinclair, Planning Director on this _____ day of _____, 2019.

Witness my hand and official seal.

Notary Public _____ My commission expires:

VICINITY MAP



we define, design & deliver
the places that you play, live & work



LEGEND & BASIS OF BEARINGS

The Basis of Bearings for this survey is N 89°05'33" W, along the south line of Lot 102 as shown hereon.

- Indicates a 5/8" diameter steel rebar bar with an aluminum cap inscribed "PLS 578" found this survey
- Indicates a 5/8" diameter steel rebar bar found this survey
- Indicates a steel T-stake with a chrome cap inscribed "RLS 164" found this survey
- Indicates a 24" long, 5/8" diameter steel rebar bar with an aluminum cap inscribed "PLS 16012" set this survey
- Indicates a mag nail with a washer inscribed "PLS 16012" set this survey

- Lot Boundary Line
- Adjoining Lot Boundary Line
- - - Easement Line
- - - Cache Creek Ditch Setback
- - - Top of Bank of Cache Creek Ditch
- - - Concrete Headgate Structure
- S 032°25' E 183.04' Measured Bearing and Distance
- S 89°12'57" E 110.12' Record Bearing and Distance

GENERAL NOTES

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

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

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

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

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

OWNER:

Mary R. McCarthy, Trustee of the Mary R. McCarthy 2002 revocable Trust,
Dated May 28, 2002, as amended and restated July 12, 2011.

P.O. BOX 7876
JACKSON, WY 83002

SURVEYOR:

Y2 CONSULTANTS
180 SOUTH WILLOW ST.
P.O. BOX 2870
JACKSON, WYOMING 83001
PHONE 307-733-2999

NUMBER OF LOTS: 2
AVERAGE ACREAGE/LOT: 0.23 ACRES
TOTAL PROJECT ACREAGE: 0.46 ACRES

PREPARATION DATE: OCTOBER 1, 2019

FINAL PLAT

FOR

The Dudley Subdivision
Being a Portion of Lot 1 of the
Ferrin Addition to the Town of Jackson

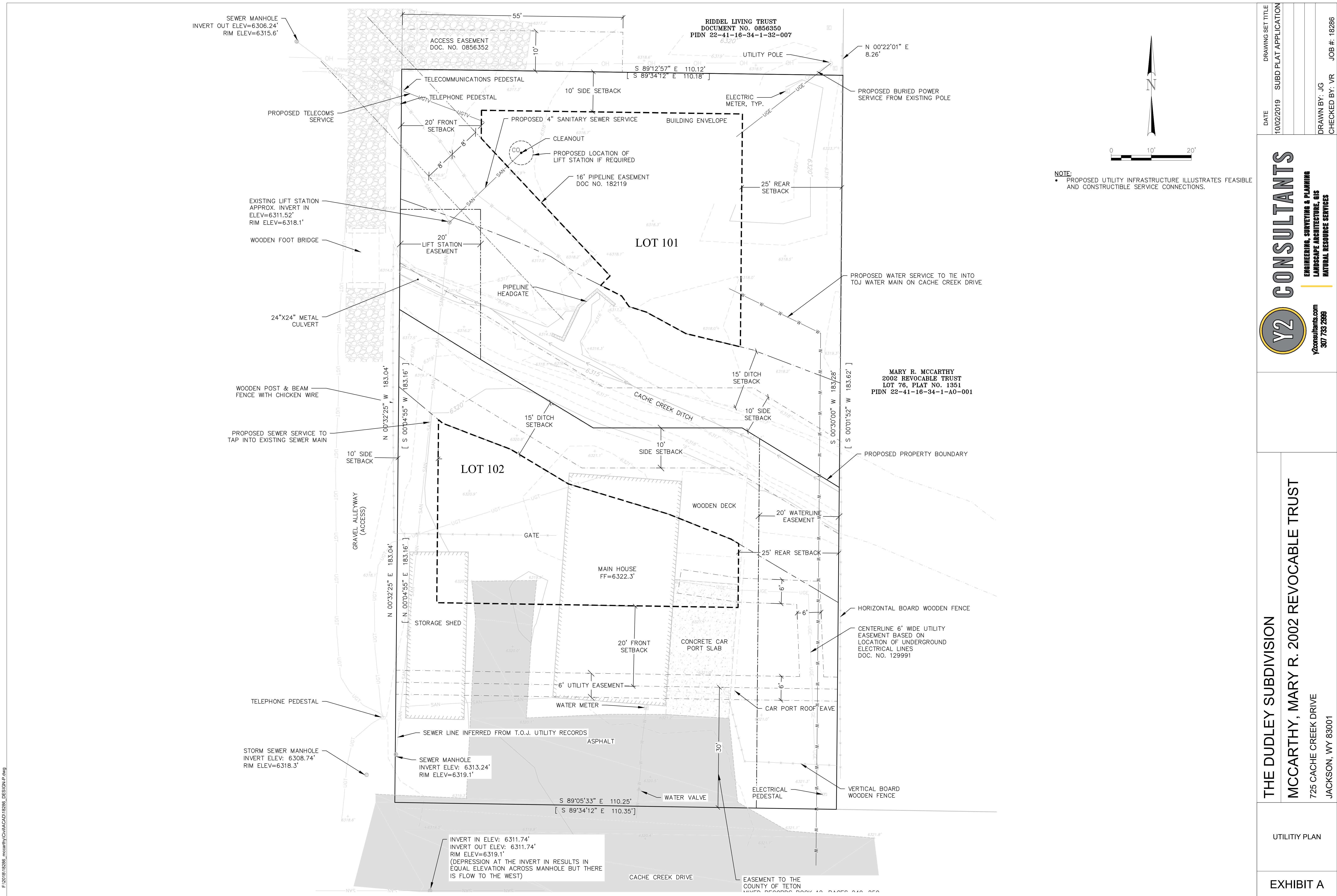
Plat No. 401

SE1/4NE1/4 Section 34
T. 41 N., R. 116 W., 6th P.M.,
TETON COUNTY, WYOMING



Y2 Consultants
180 South Willow St.
P.O. Box 2870
Jackson, WY 83001
y2consultants.com

Sheet 1 of 1



DECLARATION OF COVENANTS
(Lot 101 & Lot 102 – The Dudley Subdivision)

THIS DECLARATION OF COVENANTS (the "Declaration") is made effective on the filing hereof, by MARY R. MCCARTHY, TRUSTEE OF THE MARY R. MCCARTHY 2002 REVOCABLE TRUST BY DECLARATION DATED MAY 28, 2002, AMENDED AND RESTATED JULY 12, 2011, AND ANY FURTHER AMENDMENTS THERETO ("Declarant"), of P.O. Box 7876, Jackson, WY 83002.

WHEREAS, Declarant owns that certain real property in Teton County, Wyoming, more specifically described as Lot 102 of the Dudley Subdivision, Teton County, Wyoming, according to that plat recorded on _____, 2019, as Plat No. _____ ("Lot 102"), AND that certain real property located in Teton County, Wyoming, more specifically described as Lot 101 of the Dudley Subdivision, Teton County, Wyoming, according to that plat recorded on _____, 2019, as Plat No. _____ ("Lot 101"); and

WHEREAS, According to the Final Plat for The Dudley Subdivision, Declarant has established a non-exclusive 20' wide lift station easement to and for the benefit of Lot 102 in, under, over and across that portion of Lot 101 as illustrated in the Final Plat, which is further illustrated in that on that "Utility Plan" document prepared by Y2 Consultants for The Dudley Subdivision, a copy of which is attached hereto as Exhibit "A" (comprised of one page) and;

WHEREAS, Declarant also desires to declare and establish certain covenants, conditions and restrictions (CC&Rs) regarding the use, maintenance and repair of the sewer lift station, the setback established for the Cache Creek ditch, which runs between and across Lot 101 and 102, which setback is also further illustrated on Exhibit "A", and other utility easements set forth in Exhibit "A".

DECLARATIONS AND COVENANTS

NOW THEREFORE, Declarant hereby declares that Lot 101 and Lot 102, and all portions thereof shall be held, sold, transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses and privileges hereafter set forth, all of which shall be binding upon all parties having or acquiring any right, title and interest herein and in Lot 101 and Lot 102, as follows:

1. **LIFT STATION: Improvement, Maintenance and Repair:** The Owner of Lot 102 shall have the right to install, maintain, repair and replace the sewer line located within the Lift Station Easement established on Exhibit "A", and is solely responsible to timely repair and replace any and all damage to Lot 101 for such use. All work performed by Lot 102 within the Lift Station Easement shall be performed in such a manner as to minimize interference with Lot 101's use and enjoyment of the Easement.

a. **CC&Rs Regarding the Sewer Lift Station:**

- i. The Owners of Lot 101 and Lot 102 agree to jointly maintain the sewer lift station in good repair and working order, and shall each be responsible for one-half of the cost of maintenance of, and the cost of any repairs to, the sewer lift station in order to keep it in good repair and fully operational. Each Lot owner agrees to pay to the proper party any expenses and costs so incurred within thirty (30) days of receipt of any invoice or expenses due.
- ii. The Owner of Lot 102 shall be solely responsible for the full cost of providing electric power to the sewer lift station. Even if the Lot 102 owner tears down all or part of its improvements on Lot 102, or vacates its improvements, or abandons its improvements, it shall be responsible to continue uninterrupted electric power to the sewer lift station, as such electric power is necessary for the sewer lift station to operate for both properties.

2. **SET BACK FOR CACHE CREEK DITCH:** Cache Creek Ditch presently runs between Lots 101 and Lot 102. The Owners of Lots 101 and 102 shall adhere to the 15' ditch setback established on Exhibit "A" (the "Ditch Setback").

a. CC&Rs Regarding Cache Creek Ditch:

- i. The Owners of Lot 101 and Lot 102 are prohibited from placing any improvements, structures, or buildings within the Ditch Setback, and are required to keep the Ditch Setback clean and clear of any noxious weeds, debris and materials that would be deemed a visual eyesore or nuisance.
- ii. Minor landscaping such as grass, rocks, or shrubs are permitted in the Ditch Setback, with the understanding that if such landscaping grows to the point of interfering with the Ditch Setback, it must be cut back or removed at the cost of the Lot Owner who planted the landscaping.
- iii. It is a condition from the Town of Jackson that the Ditch Setback be established as part of its approval of The Dudley Subdivision, and if there are any questions regarding what constitutes a visual eyesore or nuisance, the Town Planner for the Town of Jackson's determination shall be final.
- iv. As of the date of this Declaration, Lot 102 has a part of the existing house and a wooden deck that encroach into the Ditch Setback. Declarant hereby grants a variance to the Owner of Lot 102 for such encroachments. If the house or deck are ever removed, they cannot be replaced by encroaching into the Ditch Setback (in other words, enhancing the encroachment is not permitted).

3. **WATER LINE EASEMENT: Improvement, Maintenance and Repair:** A 20' waterline easement is established in Exhibit "A", along the eastern setback of Lot 102 for the benefit of Lot 101.

a. CC&Rs Regarding Water Line Easement:

- i. The Owner of Lot 101 shall have the right to install, maintain, repair and replace the water line located within the Easement, and is solely responsible to timely repair and replace any and all damage to Lot 102 for such use.
- ii. All work performed by the owner of Lot 101 within the Water Line Easement shall be performed in such a manner as to minimize interference with Lot 102's use and enjoyment of the Easement property.

4. No Merger: This Declaration and the covenants, conditions, restrictions and rights declared and established herein are intended to remain separate from the Declarant's fee simple interest in Lot 101 and Lot 102 shall not merge therewith, and shall not merge with any contract, lease or deed associated therewith.

5. Term; Amendment: The covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the Office of the Clerk of Teton County, Wyoming and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, cancelled or terminated by the written consent of all the then current owners of Lot 101 and Lot 102. Unilateral modification by one Lot owner shall not be valid.

6. Real Covenants: All covenants, conditions, easements, rights, benefits and privileges granted, created, reserved or declared by this Declaration shall be covenants appurtenant, running with the land, binding upon, inuring to the benefit of, and enforceable by the owners of Lot 101, Lot 102 and the Declarant. An owner, by acceptance of a deed conveying title to Lot 101 or Lot 102, or the execution of a contract for the purchase thereof, or the acceptance of a license or lease therefore, or the taking possession thereof, shall for itself, its successors and assigns, be deemed to (i) accept such deed, contract, lease, license or possession upon and subject to each and all of the provisions of this Declaration, and (ii) covenant to and with Declarant (and all of Declarant's successors and assigns) to keep, observe, comply with and perform the requirements of this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such owner or other person acquired said interest.

7. Warranties: Except as provided herein, Declarant makes no representations or warranties, express or implied, in connection with this grant and the easements, whether of title, fitness of use, condition, purpose, or of any other nature. Declarant, by declaring and establishing this Declaration, does not assume any responsibilities or liabilities with respect thereto and each owner of Lot 101 and Lot 102 accepts each property in their present condition, "as-is", "where-is", and "with all faults" and subject to any and all existing liens, encumbrances, charges, easements, rights and covenants, conditions and restrictions of record.

8. Indemnification: Each party hereto (each, an "Indemnitor") agrees to indemnify, defend, and hold harmless the other party, and its beneficiaries, employees, successors and assigns (each, an "Indemnitee") from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including without limitation, reasonable attorney's fees and litigation costs incurred by the Indemnitee in connection

therewith) and for any and all damage to property arising out of, or attributable to the installation, use, construction, maintenance, restoration or repair of improvements within the Lots by the Indemnitor and its employees, agents, contractors and representatives. All indemnification provided for herein shall not include indemnification for negligence of the Indemnitee or for actions of the Indemnitee which would otherwise make this indemnification void pursuant to Wyoming State Statutes, Wyoming law, or any other applicable law or code.

9. Construction: Any recitals in this Declaration are represented by the parties to be accurate and constitute a part of the substantive agreement.

10. Legal Actions: In the event of any legal action by either party against the other party arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorney's fees, whether suit is brought or not.

11. Recordation: The parties hereto agree that this Agreement shall be recorded in the land records of the Office of the Teton County Clerk on both Lot 101 and Lot 102.

12. Governing Law; Jurisdiction: This Declaration shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming. Teton County, Wyoming is the proper jurisdiction for any enforcement action regarding this Declaration.

13. Severability: In the event that any part of this Declaration is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Declaration shall remain in full force and effect.

14. Entire Agreement: This Declaration along with any exhibits and later permitted amendments hereto (if any), encompasses the entire agreement of the parties related to the subject matter of this Agreement, and supersedes all previous understandings and agreements between the parties, whether oral or written.

15. Authority: The undersigned each warrants that he/she has full power and authority to act on behalf of its respective entity set forth below, and hereby waives any defenses based on lack of authority to act on behalf of same as a basis for setting aside the Agreement in part or its entirety.

16. Assignment: This Declaration cannot be assigned away from ownership of the respective properties herein as it runs with the land, and this Declaration shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this as of the date set next to their signatures, to be effective as of the date of recording.

[SIGNATURE AND NOTARY ON FOLLOWING PAGE]

Declarant:

Mary R. McCarthy 2002 Revocable Trust by declaration
dated May 28, 2002; Amended and Restated July 12, 2011,
and any further amendments thereto

By: _____
Mary R. McCarthy, Trustee

STATE OF _____)
) SS.
COUNTY OF _____)

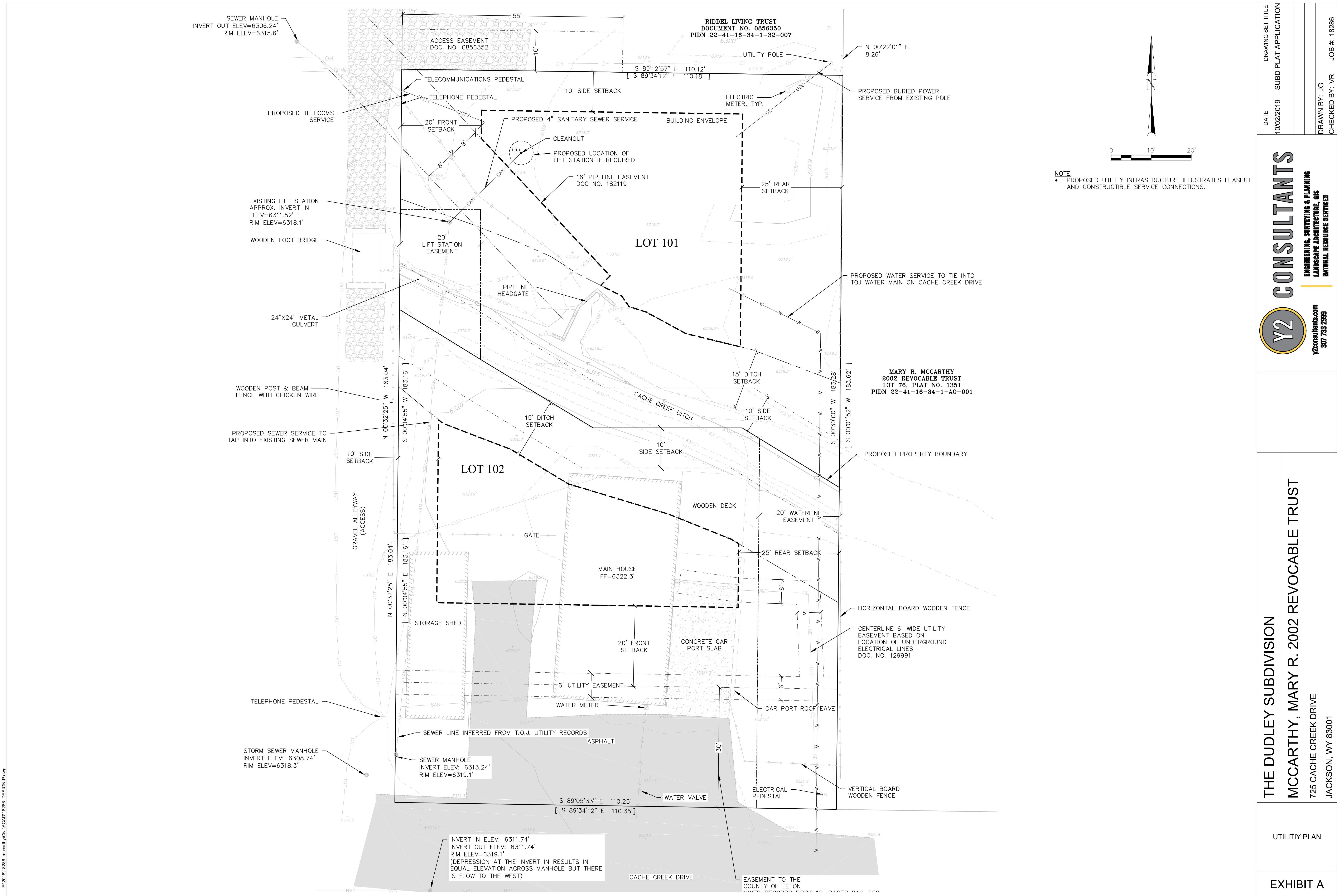
The foregoing instrument was acknowledged before me on this ____ day of October, 2019, by Mary R. McCarthy, Trustee of the Mary R. McCarthy Revocable Trust by declaration dated May 28, 2002; Amended and Restated July 12, 2011, and any further amendments thereto.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

(SEAL)



AFFIDAVIT OF OWNER
Acknowledgment and Acceptance of Final Plat

COMES NOW Mary R. McCarthy, does hereby depose and states as follows:

1. I am Mary McCarthy, Trustee of the Mary R. McCarthy 2002 Revocable Trust, dated May 28, 2002, as amended and restated, which is the owner of a Portion of Lot 1, Ferrin Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 25, 1980 as Plat No. 401, SE1/4NE1/4 Section 34, T. 41 N., R. 116 W., 6th P.M.;

2. I have examined a copy of the FINAL PLAT OF THE DUDLEY SUBDIVISION, dated _____, 2019, to be recorded in said Office of the County Clerk of Teton County, Wyoming;

3. I hereby consent to the subdivision of lots described within 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 Owner as contained on said Plat.

5. Further affiant sayeth naught.

Dated this _____ day of _____, 2019.

[Signature Page to Follow]

OWNER:

Mary R. McCarthy, Trustee of the Mary R. McCarthy 2002 Revocable Trust, dated May 28, 2002, as amended and restated July 12, 2011, as further amended

By: _____
Mary R. McCarthy
Its: Trustee

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing Affidavit of Owner instrument was acknowledged before me on this ____ day of _____ 2019, by Mary R. McCarthy, Trustee of the Mary R. McCarthy 2002 Revocable Trust, dated May 28, 2002, as amended and restated July 12, 2011, as further amended.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

(SEAL)

**QUITCLAIM DEED
(Lot 101)**

Mary R. McCarthy, Trustee of the Mary R. McCarthy 2002 Revocable Trust, dated May 28, 2002, as amended and restated July 12, 2011, as further amended, GRANTOR, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEYS AND QUITCLAIMS to Mary R. McCarthy, Trustee of the Mary R. McCarthy 2002 Revocable Trust, dated May 28, 2002, as amended and restated July 12, 2011, as further amended, GRANTEE, whose mailing address is P.O. Box 7876, Jackson, WY, 83002, the following 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:

Lot 101 of the Dudley Subdivision, Teton County, Wyoming, according to that plat recorded on _____, 2019, as Plat No. _____.

Formerly State Parcel Id. No.: 22-41-16-34-1-32-006

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, encroachments, conditions, restrictions, rights-of-way and easements of record or sight.

[EXECUTION FOLLOWS]

**QUITCLAIM DEED
(Lot 102)**

Mary R. McCarthy, Trustee of the Mary R. McCarthy 2002 Revocable Trust, dated May 28, 2002, as amended and restated July 12, 2011, as further amended, GRANTOR, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEYS AND QUITCLAIMS to Mary R. McCarthy, Trustee of the Mary R. McCarthy 2002 Revocable Trust, dated May 28, 2002, as amended and restated July 12, 2011, as further amended, GRANTEE, whose mailing address is P.O. Box 7876, Jackson, WY, 83002, the following 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:

Lot 102 of the Dudley Subdivision, Teton County, Wyoming, according to that plat recorded on _____, 2019, as Plat No. _____.

Formerly State Parcel Id. No.: 22-41-16-34-1-32-006

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, encroachments, conditions, restrictions, rights-of-way and easements of record or sight.

[EXECUTION FOLLOWS]