



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 25, 2020

Item #: P20-166

Planner: Brendan Conboy

Phone: 733-0440 ext. 1302

Fax: 734-3563

Email: bconboy@jacksonwy.gov

Owner:

Thompson Family Trust
PO Box 615
Jackson, WY 83001

Applicant:

Y2 Consultants – Mark Fellermann
PO Box 2870
Jackson, WY 83001

REQUESTS:

The applicant is submitting a request for a 2-lot subdivision for the property located at 808 Upper Redmond Road.

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

Please respond by: **September 8, 2020 (Sufficiency)**
September 15, 2020 (with Comments)

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



y2consultants.com
307 733 2999

CONSULTANTS

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

August 13, 2020

Mark Fellermann
PO Box 2870 / 180 S Willow Street
Jackson, WY 83001
Mark@Y2consultants.com
(307) 733-2999

Via Email Only

RE: Thompson Landing Subdivision Plat Application

Dear Tiffany,

Please find enclosed a subdivision plat application on behalf of our client, Thompson Family Trust. The enclosed application includes the following:

- Application
- Letter of Authorization
- Draft Property Deeds
- Subdivision DEV & CUP Staff Report, with Determination of Sufficiency Letter
- Draft Plat
- Draft Certificates of Acknowledgement
- Exaction Sheets
- Draft Easement Documents
- Title Report from Wyoming Title & Escrow

Thank you, and please don't hesitate to contact me with any questions.

Sincerely,

Mark Fellermann, PLS
Survey Department Manager
Mark@y2consultants.com



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: Thompson 2-Lot Subdivision
Physical Address: 808 Upper Redmond Road
Lot, Subdivision: PT. N1/2SE1/4 Sec. 34, T41N, R116W PIDN: 22-41-16-34-4-00-006

PROPERTY OWNER.

Name: Thompson Family Trust Phone: (307) 690-5160
Mailing Address: PO Box 615, Jackson, WY ZIP: 83001
E-mail: george@thompsonpalmer.com

APPLICANT/AGENT.

Name: Y2 Consultants; ATTN: Mark Fellermann Phone: (307) 733-2999
Mailing Address: PO Box 2870 Jackson, WY ZIP: 83001
E-mail: Mark@y2consultants.com

DESIGNATED PRIMARY CONTACT.

Property Owner Applicant/Agent

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

Use Permit	Physical Development	Interpretations
<input type="checkbox"/> Basic Use	<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Formal Interpretation
<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Development Plan	<input type="checkbox"/> Zoning Compliance Verification
<input type="checkbox"/> Special Use	<input type="checkbox"/> Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	<input type="checkbox"/> LDR Text Amendment
<input type="checkbox"/> Administrative Adjustment	<input checked="" type="checkbox"/> Subdivision Plat	<input type="checkbox"/> Map Amendment
<input type="checkbox"/> Variance	<input type="checkbox"/> Boundary Adjustment (replat)	Miscellaneous
<input type="checkbox"/> Beneficial Use Determination	<input type="checkbox"/> Boundary Adjustment (no plat)	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Appeal of an Admin. Decision	<input type="checkbox"/> Development Option Plan	<input type="checkbox"/> 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 #:	<u>P19-192</u>	Environmental Analysis #:	<u>N/A</u>
Original Permit #:	<u>P20-035, P20-036</u>	Date of Neighborhood Meeting:	<u>5/6/20</u>

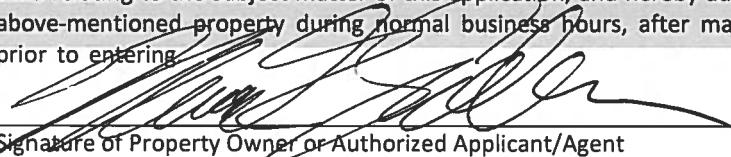
SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type 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.

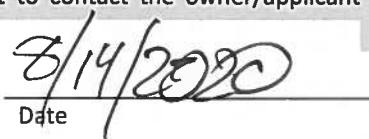
Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine 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.


Signature of Property Owner or Authorized Applicant/Agent

Mark Fellermann

Name Printed


Date
Survey Department Manager (agent)
Title

LETTER OF AUTHORIZATION

Thompson Family Trust, "Owner" whose address is: PO Box 615
Jackson, WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

, as the owner of property
more specifically legally described as: PT N 1/2 SE 1/4 Sec. 34 Twp. 41, RNG 116
TRACT C-1, PT. Tract C-2

(If too lengthy, attach description)

HEREBY AUTHORIZES 42 CONSULTANTS, LLC as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

OWNER:

George L. Thompson
(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Autumn

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

STATE OF Wyoming

)

COUNTY OF Teton

19

The foregoing instrument was acknowledged before me by George Thompson this 7 day of August, 2019

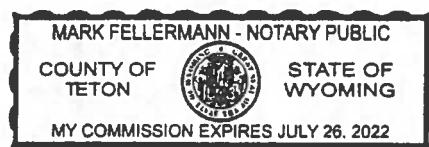
WITNESS my hand and official seal.

WITNESSED AND OFFICIAL SEAL.



(Seal)

(Notary Public)



WARRANTY DEED

George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, GRANTORS, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEY AND WARRANT to George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, whose mailing address is P.O. Box 615, Jackson, Wyoming 83001, the following described real estate, situated in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 1 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. ____

TEMP NO.: _____

Together with and including all oil, gas, and other minerals and mineral rights appurtenant thereto and owned by Grantor, if any, and all improvements and all other appurtenances and hereditaments thereunto belonging; subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

WITNESS our hands this _____ day of _____ 2020.

George Leslie Thompson, Trustee of
the Thompson Family Trust under
the Amended, Restated and
Consolidated Revocable Living
Trust Agreement dated October 4,
2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of
the Thompson Family Trust under
the Amended, Restated and
Consolidated Revocable Living
Trust Agreement dated October 4,
2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

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George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, GRANTORS, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEY AND WARRANT to George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, whose mailing address is P.O. Box 615, Jackson, Wyoming 83001, the following described real estate, situated in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 2 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. ____

TEMP NO.: _____

Together with and including all oil, gas, and other minerals and mineral rights appurtenant thereto and owned by Grantor, if any, and all improvements and all other appurtenances and hereditaments thereunto belonging; subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

WITNESS our hands this _____ day of _____ 2020.

George Leslie Thompson, Trustee of
the Thompson Family Trust under
the Amended, Restated and
Consolidated Revocable Living
Trust Agreement dated October 4,
2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of
the Thompson Family Trust under
the Amended, Restated and
Consolidated Revocable Living
Trust Agreement dated October 4,
2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:



TOWN OF JACKSON PLANNING COMMISSION AGENDA DOCUMENTATION

PREPARATION DATE: MAY 1, 2020
MEETING DATE: MAY 6, 2020

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: BRENDAN CONBOY

SUBJECT: **ITEM P20-035 & P20-036:** DEVELOPMENT PLAN AND HILLSIDE CONDITIONAL USE PERMIT FOR A LAND DIVISION AT 808 UPPER REDMOND ROAD IN THE NEIGHBORHOOD LOW DENSITY – 1 (NL-1) ZONE.

APPLICANT: Y2 CONSULTANTS, MARK FELLERMAN

OWNER: THOMPSON FAMILY TRUST

REQUESTED ACTION

The applicant, representing Thompson Family Trust, is requesting approval of a Development Plan and a Hillside Conditional Use Permit for a two lot subdivision at 808 Upper Redmond Road in the Neighborhood Low Density– 1 (NL-1) zoning district prior to submitting a subdivision plat to divide a 2.04 acre lot into two lots: a 1.03 acre (44,978.9 sf) northern lot, and a 1.01 acre (43,883.5 sf) southern lot. No physical development is proposed with this application.

APPLICABLE REGULATIONS

Section 8.3.2. Development Plan
Section 5.4.1.C.5 & Sec. 8.4.2. Hillside Conditional Use Permit

LOCATION

The property is located at 808 Upper Redmond Road and legally known PT. N1/2 SE1/4, SEC. 34, TWP. 41, RNG. 116 TRACT C-1, PT. TRACT C-2. An aerial photo and zoning map are shown on the following page:



BACKGROUND

The subject property is a 2.04 acre (88,862.4 sf) lot within the Neighborhood Low Density – 1 (NL-1) zoning district. The surrounding zoning to the north is Neighborhood Low Density-2, Mobile

Home Park (MHP) to the northeast, and NL-1 to the east south and west.

PROJECT DESCRIPTION

Item A (P20-035) – Development Plan: The applicant is proposing to subdivide the 2.04 acre subject property into two lots, however prior to submittal of a Subdivision Plat the Land Development Regulations (LDRs) require that a Development Plan be submitted and approved for the proposed lot configuration to confirm that the newly created lots are consistent with the LDRs in terms of minimum lot size, access, setbacks, etc. The proposed site plan shows two new lots of slightly over an acre apiece which meet the minimum lot size of 1 acre in the NL-1 zone. There are two existing structures on the lot: a 4,134 sf two story ranch home and a 1,600 sf shed. The existing single family home will remain on the northern lot (Lot 1) while the shed on the southern lot (Lot 2) is proposed to be removed from the property upon approval of the subdivision.

Item B (P20-036) – Hillside CUP: Under Sec. 5.4.1.D Standards for Hillside Areas, any lot of record with an average cross-slope of 10% requires a Hillside CUP to allow any terrain disturbance, even if the proposed development would not disturb any slope of greater than 10%. Single-family detached homes on lots legally platted prior to November 9, 1994 are exempted, however because the applicant is further subdividing the lot into two lots, the exemption no longer applies. Because the applicant's lot contains cross slopes in excess of 10%, the applicant is required to receive approval of a Hillside Conditional Use Permit in order to subdivide the lot.

STAFF ANALYSIS

Conformance with the Comprehensive Plan

This site is located within District 6, specifically Subarea 6.2 – Upper Cache which is a stable area which limits the amount of density to one single-family home per lot and encourages hillside sensitive development toward steep slopes, landscaping and wildlife corridors. As stated in the Staff Findings section below, staff finds that the proposed project is in conformance with the Comprehensive Plan. The proposed development meets many of the goals of the Comprehensive Plan as the applicant is not proposing more dwelling units than permitted. The applicant has also addressed hillside development through a geotechnical report and submitted a wildlife report to address any potential wildlife concerns.

Staff has reviewed the proposed development for compliance with the dimensional limitations of the NL-1 zone. The dimensional limitations for each lot are listed on the following tables:

Lot 1 – Northern Lot

	Allowed / Required	Proposed	Complies?
Minimum Lot Size	1 acre (43,560 sf)	1.03 acre (44,979 sf)	Yes
Maximum FAR	17,991 sf (0.40) (10,000 sf individual building max)	4,134 sf (0.09)	Yes
Minimum LSR	0.60 (60%)	>60%	Yes
Street Yard Setback (west)	25'	25'	Yes
Rear Setback (east)	40'	40'+	Yes
Side Setback (north)	15'	15'+	Yes
Side Setback (south)	15'	15'+	Yes
Parking	2	2	Yes
Curb Cut (Max)	20'	26' (existing)	Yes
Height: roof pitch \geq 6/12 (max)	30'	<30'	Yes

Lot 2 – Southern Lot

	Allowed / Required	Proposed	Complies?
Minimum Lot Size	1 acre (43,560 sf)	1.01 acre (43,884 sf)	Yes
Maximum FAR	17,554 sf (0.40) (10,000 sf individual building max)	TBD*	TBD*
Minimum LSR	0.60 (60%)	>60%	TBD*
Primary Setback (north)	25'	25'	TBD*
Rear Setback (south)	40'	40'	TBD*
Side Setback (east)	15'	15'	TBD*
Side Setback (west)	15'	15'	TBD*
Parking	2	TBD*	TBD*
Curb Cut (Max)	20'	12' (N/A, no street)	TBD*
Height: roof pitch \geq 6/12 (max)	30'	TBD*	TBD*

*Minimum parking requirements, height, and all other dimensional limitations not covered herein to be assessed if/when a Building Permit is submitted for Lot 2.

Commented [PA1]: Put asterisk next to each TDB in Complies column.

Access/Utilities

Proposed Lot 1 (northern lot) takes its access from the existing 26' wide drive aisle accessed from the neighboring property at 809 Upper Redmond Road (under common ownership) which takes access from Upper Redmond Road. The applicant has provided a 30' wide access easement across the southwest portion of Lot 1 for the benefit of proposed Lot 2, however there is no access easement existing across 809 Upper Redmond Road. The Town Engineer has identified a series of conditions in the Departmental Review that are required prior to subdivision plat recordation to address access and utilities. The Planning Director has clarified that as a condition of approval, all required utility and access easements both within the proposed subdivision and for the benefit of the proposed subdivision, including across neighboring property such as 809 Upper Redmond Road, will be required concurrently with subdivision plat recordation.

Park and School Exactions

The applicant has not submitted worksheets for Park and School Exactions, however, the lot is not subject to exaction fees until the time of plat recordation. When a lot is subdivided without physical development proposed, an average of a 3-bedroom detached single family home is used to calculate Park & School Exactions. The Park Exactions are calculated at \$2,700 and the School Exactions are calculated at \$2,000.

Commented [BC2]: This is the calculation for the newly created lot. There are two lots being created, do both have to pay park and school exactions or is the existing single family home exempt?

Commented [PA3R2]: Only the newly create lot (Lot 2) is subject to exactions.

Affordable and Workforce Housing Fees

Per Div. 6.3, the applicant will be required to pay an Affordable and Workforce Housing fee-in-lieu prior to the issuance of a Building Permit for Lot 2 if/when it is developed.

Hillside Conditional Use Permit

The applicant's site requires a Hillside CUP for subdivision. The applicant has submitted a Geotechnical Report and a Visual Impact Analysis as part of this application. The Town Engineer has added conditions of approval to his departmental review which stipulate that prior to building permit issuance for development, slope stability will have to be reassessed once the design for a proposed development is available and a stability analysis shall specify the specific method used and consider seismic conditions. Town Engineering and Town Planning staff have reviewed the documents for the purposes of this Development Plan as detailed in the findings below.

STAFF FINDINGS

Item A: Pursuant to Section 8.3.2 Development Plan of the Land Development Regulations, a development plan shall be approved upon finding the application:

1. *Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

Complies. The proposed development is located within District 6 Town Periphery and within Subarea 6.2 Upper Cache of the 2012 Comprehensive Plan. Policy objectives for Subarea 6.2 Upper Cache follow:

This residential, STABLE Subarea is defined as low density single family with a prevalence of landscape over the built environment. Future subdivision will be in keeping with the traditional development pattern with no increase in density beyond what exists today. On each lot, only a single family home will be allowed. In the future, building size should maintain the existing predominance of landscape over the built environment to avoid the construction on much larger homes than currently exist today. Wildlife permeability should be maintained or improved. Development should also occur in manner that is sensitive to steep slopes, avalanche terrain and other natural features found in the subarea. Commercial and recreational equestrian uses will be allowed, while other commercial uses producing large amounts of traffic and high impacts should be reduced. The addition of other Complete Neighborhood amenities is not desirable. Local residential streets will continue to be low volume with limited alternative mode improvements. Consideration of alternative mode improvements will be made on collector streets such as Cache Creek Drive.

Complies. Staff has analyzed the proposed application for consistency with the Future Desired Characteristics of District 6 and the Character Defining Features of Subarea 6.2 Upper Cache. In completing this analysis staff finds that the proposed application is consistent with the described

future character of this area by proposing a two-lot single-family subdivision that does not increase the density beyond the allowance within the NL-1 zone. The proposed lots meet the minimum lot size requirement of this zone and are in keeping with the existing neighborhood character.

In addition, Staff has analyzed this application for consistency with the Policy Objectives of Character District 6: Town Periphery as follows, finding that no other policies of the Jackson/Teton Comprehensive Plan are applicable.

Common Value 1: Ecosystem Stewardship

Policy 1.1.c: Design for wildlife permeability

Complies. Staff finds that the proposed project is designed for wildlife permeability based on the Wildlife Report conducted by Y2. The analysis concluded that no significant environmental concerns are present and the proposal is not anticipated to have significant adverse impacts on wildlife as the property has limited habitat of forage value for ungulates.

Commented [PA4]: The submitted report was very poor. No reliance on state habitat mapping but simple conclusions from sparse data. I'm ok with it because habitat is limited but I will be glad to get rid of these report, mostly a sham.

Policy 1.3.b: Maintain expansive hillside and foreground vistas

Complies. Staff finds that the proposed project will maintain the required amount of open space and hillside vistas by meeting the minimum LSR requirement of 60% for NL-1 lots. The applicant is not proposing to develop or disturb the hillside any more than allowed by the LDRs.

Common Value 2: Growth Management

Policy 4.3.a: Preserve and enhance stable areas

Complies. Staff finds that the proposed subdivision does preserve and enhance stable areas as the proposal is for a single-family home lot which is allowed and encouraged with subarea 6.2. In addition, the location of the proposed building envelop on Lot 2 is generally where slopes have previously been disturbed.

Policy 4.4.d: Enhance natural features in the built environment

Not applicable.

Common Value 3: Quality of Life

Policy 5.3.b: Preserve existing workforce housing stock

Not applicable.

- 2. Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.**

Complies. Staff finds that the proposed Development Plan is not located in the NRO or the SRO.

- 3. Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.**

Complies. The development will be subject to mitigation of park and school impacts through payment of exactions at the ratio required in the LDRs for residential development at the time

of Subdivision Plat recordation. Staff finds that the two lot subdivision will not have a significant impact on other public facilities and services as the development does not expand the anticipated growth within the NL-1 zone based upon allowable lot size and density.

4. Complies with the Town of Jackson Design Guidelines, if applicable.

Not Applicable. Design Guidelines do not apply to residential development less than three attached units.

5. Complies with all relevant standards of these LDRs and other Town Ordinances.

Complies. Staff finds that the Development Plan proposal is in compliance with all relevant LDR standards.

6. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

Not applicable. No previous applicable permits or approvals.

Item B: Pursuant to Section 5.4.1.D.5 Findings for Hillside Areas of the Land Development Regulations, the following finding shall be made for the approval of a Conditional Use Permit.

Findings. *The following finding shall be made before granting a Conditional Use Permit for hillside areas: that the mitigation measures identified will be effective in mitigating any adverse impacts identified, and associated with the proposed physical development, uses, development option, or subdivision.*

Complies. Town Engineering has reviewed the applicant's geo-technical report and has approved the application with conditions. A condition of approval states that prior to building permit issuance for the development slope stability will have to be reassessed once the design for a proposed development is available. Stability analysis shall specify the specific method used and consider seismic conditions.

In addition, Pursuant to Section 8.4.2.C (Conditional Use Permit Standards) of the Land Development Regulations, a Hillside CUP requires that the following regular CUP findings shall be made for the approval of a Hillside CUP.

1. Compatibility with Future Character. *The proposed Conditional Use shall be compatible with the desired future character of the area.*

Complies. See Item A, Finding 1.

2. Use Standards. *The proposed Conditional Use shall comply with the use specific standards of Division 6.1.*

Complies. Detached single family homes are an allowed use within the NL-1 zone. Development on newly subdivided lots with cross slopes greater than or equal to 10% is allowed with a Conditional Use Permit.

3. Visual Impacts. *The design, development, and operation of the proposed Conditional Use shall minimize the visual impact of the proposed use on adjacent lands.*

Complies. Staff has reviewed the Visual Impact Analysis submitted by the applicant and finds that the design, development, and operation of the proposed Conditional Use minimizes the visual impact of the proposed use on adjacent lands.

Commented [PA5]: Again, a bad analysis by the applicant. Y2 is lazy. But we have no standards for these so we can accept it and hope the Council doesn't ask us about it.

4. **Minimizes adverse environmental impact.** *The development and operation of the proposed Conditional Use shall minimize adverse environmental impacts.*

Complies. Staff has reviewed the applicant's Wildlife Report which finds wildlife use of the property minimal. Staff finds no adverse environmental impacts with the development and operation of the proposed Conditional Use.

5. **Minimizes adverse impacts from nuisances.** *The development and operation of the proposed Conditional Use shall minimize adverse impacts from nuisances.*

Complies. No known adverse impacts from nuisances have been identified by the development and operation of the proposed Conditional use.

6. **Impact on Public Facilities.** *The proposed Conditional Use shall not have a significant adverse impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMT facilities.*

Complies. Staff finds that the proposal will have no significant adverse impact on public facilities.

7. **Other Relevant Standards/LDRs.** *The development and operation of the proposed Conditional Use shall comply with all standards imposed on it by all other applicable provisions of the LDRs and all other Town Ordinances.*

Complies. Staff finds that the proposed use and development complies with the provisions of the LDRs. The proposed development meets all other applicable regulations such as Setbacks, FAR, LSR, etc. In addition the proposed use and development complies with all other Town Ordinances.

8. **Previous Approvals.** *The proposed Conditional Use shall be in substantial conformance with all standards or conditions of any prior applicable permits or approvals*

Not applicable.

ATTACHMENTS

Applicant Submittal
Applicant's Revised Submittal
Departmental Reviews

PUBLIC COMMENT

None at this time.

FISCAL IMPACT

There will be no significant fiscal impact to the Town if the proposed project is approved.

STAFF IMPACT

There will be no significant impact to staff resources if the proposed project is approved.

LEGAL REVIEW

Ongoing as required.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends approval of a Development Plan and a Hillside Conditional Use Permit for the property addressed as 808 Upper Redmond Road, subject to the department reviews attached to the staff report dated May 1, 2020 and the following condition of approval:

1. All required utility and access easements both within the proposed subdivision and for the benefit of the proposed subdivision, including across adjacent property such as 809 Upper Redmond Road, will be required concurrently with subdivision plat recordation.

SUGGESTED MOTIONS

Item A – Development Plan: Based upon the findings for a Development Plan as presented in the staff report and by the applicant for Item P20-035 related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with Town Design Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals, I move to make findings 1-6 as set forth in Section 8.3.2.C (Development Plan) of the Land Development Regulations to recommend **approval** to Town Council of a land division at the property addressed as 808 Upper Redmond Road, subject to the department reviews attached to the staff report dated May 1, 2020, and the following condition of approval:

1. All required utility and access easements both within the proposed subdivision and for the benefit of the proposed subdivision, including across adjacent property such as 809 Upper Redmond Road, will be required concurrently with subdivision plat recordation.

Item B – Hillside Conditional Use Permit: Based upon the findings as presented in the staff report and as made by the applicant for Item P20-036, I move to make findings 1-8 as set forth in Section 8.4.2. (Conditional Use Permit) of the Land Development Regulations related to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for a Conditional Use Permit as well as findings required by Sec. 5.4.1 Steep Slopes regarding hillside mitigation measures to recommend **approval** to Town Council of a Hillside CUP for a land division at the property addressed as 808 Upper Redmond Road, subject to the department reviews attached to the staff report dated May 1, 2020.



PLANNING & BUILDING DEPARTMENT

March 24, 2020

Y2 Consultants – Mark Fellermann
PO Box 2870
Jackson, WY 83001

RE: Determination of Sufficiency
Item: P20-035 & 036
Development Plan, Hillside Conditional Use Permit

Dear Mr. Fellermann:

This letter is to confirm that the application submitted on February 27, 2020, for a Development Plan and Hillside CUP for the property located at 808 Upper Redmond Road, legally known as, PT. N1/2 SE1/4, SEC. 34, TWP. 41, RNG. 116 TRACT C-1, PT. TRACT C-2 has been determined **“sufficient”** by the Planning Department.

Your application has been circulated for review to all applicable Departments for a twenty-one (21) day review period, from the date of application for this proposal. The Planning Department will forward all departmental comments and conditions upon completion of all the reviews. At this time, the tentative public review schedule is as follows:

April 15, 2020 at 5:30 PM: Planning Commission

May 4, 2020 at 6:00 PM: Town Council

All meetings are held in Council Chambers, First Floor of Town Hall, 150 East Pearl Avenue.

As part of the application process you are required to place a Posted Notice on the land subject to the application a minimum of ten days prior to the first public hearing. The applicant shall send proof of the posted notice (e.g. photo) electronically or via hard copy. You may refer to the Town of Jackson website for detailed requirements.

Should you have any questions or need additional information, please contact me at 307-733-0440, ext. 1302 or by email at bconboy@jacksonwy.gov.

Sincerely,

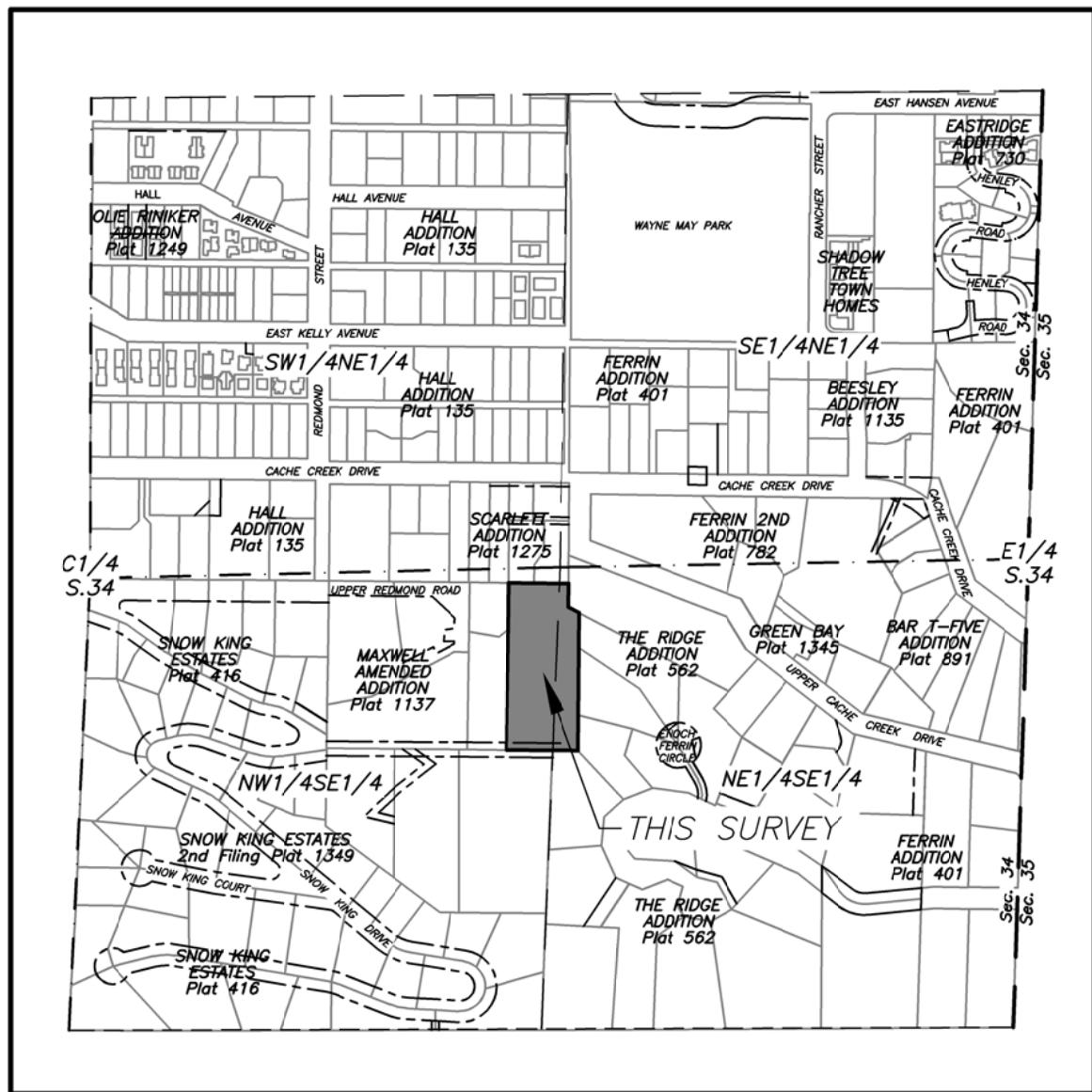
A handwritten signature in black ink that reads "Brendan Conboy". The signature is fluid and cursive, with "Brendan" on the top line and "Conboy" on the bottom line.

Brendan Conboy
Associate Planner

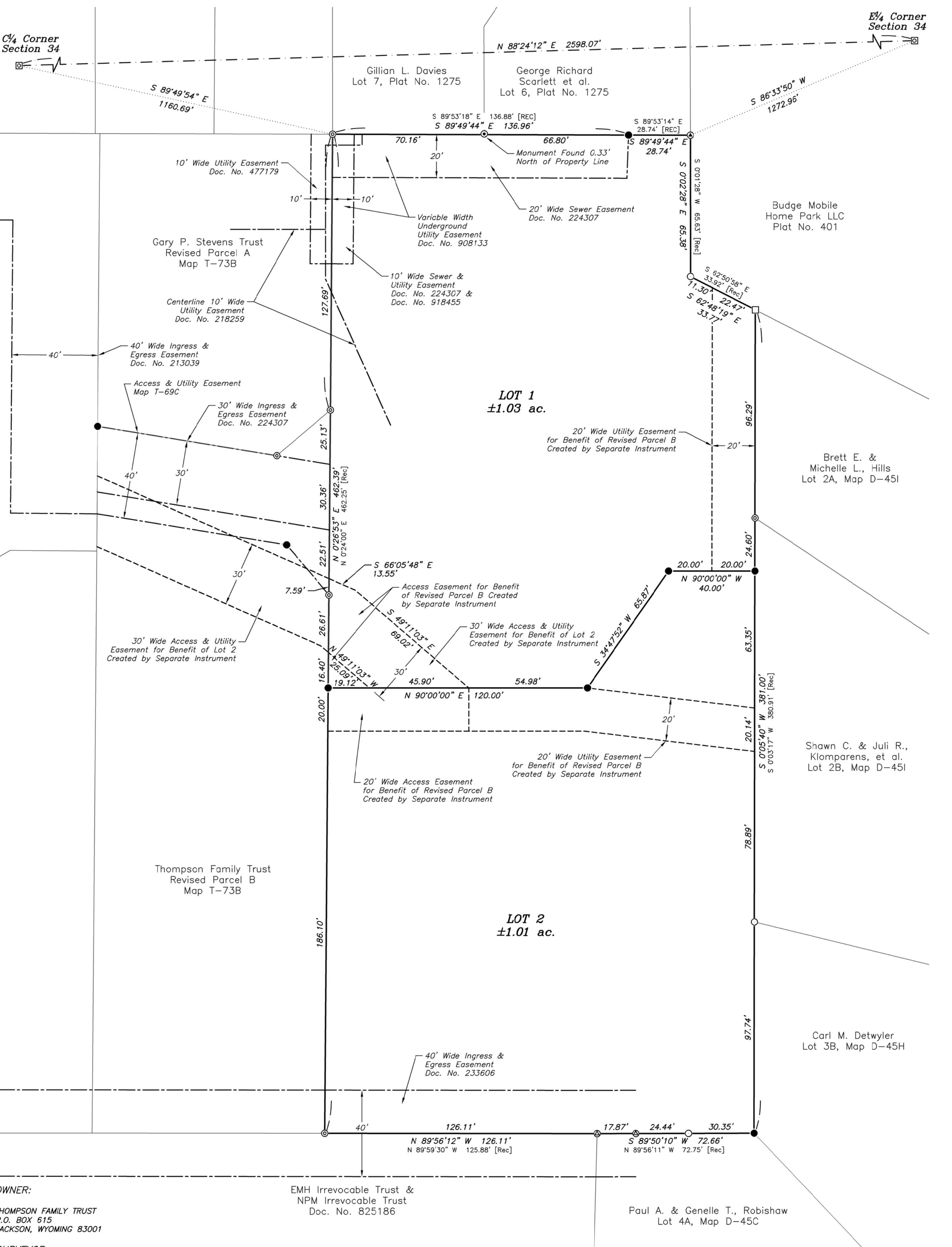


we define, design & deliver
the places that you Day, Live & Work

VICINITY MAP



Scale: 1" = 500'



OWNER:
THOMPSON FAMILY TRUST
P.O. BOX 615
JACKSON, WYOMING 83001

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: 1.02 ACRES
TOTAL PROJECT ACREAGE: 2.04 ACRES

PREPARATION DATE: JULY 8, 2020

FINAL REVISION DATE:

Project Number: 09107
Project Path: F:\2009\09107_Thompson\Survey\ACAD\09107_190801_PLAT.dwg
Drawn By: MWF
Reviewed By: MWF
Drawing Date: July 8, 2020
Revision Date:

GENERAL NOTES

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

PUBLIC MAINTENANCE OF REDMOND STREET AND SNOWKING DRIVE. NO PUBLIC MAINTENANCE OF UPPER REDMOND ROAD.

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

CERTIFICATE OF OWNER

STATE OF WYOMING)
)) ss
COUNTY OF TETON)

The undersigned owners and proprietors hereby certify that the foregoing subdivision of that parcel conveyed as Exhibit A in that Warranty Deed recorded as Document No. 918455 in the Office of the Clerk of Teton County, Wyoming, and lying within the NW1/4SE1/4 and the NE1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming is with their free consent and in accordance with their desires:

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

that this subdivision contains two (2) lots, LOT 1 and LOT 2, as shown hereon;

that this subdivision is subject to the following easements as specifically limited, defined, and described in each easement document recorded contemporaneously with this plat, and as shown hereon for reference:

1. A 30' wide access and utility easement across Lot 1 for benefit of Lot 2;
2. A 20' wide underground utility easement across Lot 1 for benefit of Town of Jackson;
3. An access easement across Lot 1 for benefit of Revised Parcel B;
4. A 20' wide access easement across Lot 2 for benefit of Revised Parcel B;
5. A 20' wide underground utility easement across Lot 2 for benefit of Revised Parcel B;
6. A 30' wide access easement across Revised Parcel B for benefit of Lot 2

that Lot 1 of this subdivision is subject to that 10' wide Utility Easement as described in Document No. 218289 recorded in Said Office;

that Lot 1 of this subdivision is subject to that 20' wide Sewer Easement as described in Document No. 224307 recorded in Said Office;

that Lot 1 of this subdivision is subject to that 20' wide Sewer Easement as described in Document No. 224307 recorded in Said Office;

that Lot 1 of this subdivision is subject to that 10' wide Sewer and Utility Easement as described in Document No. 224307 and Document No. 918455 recorded in Said Office;

that Lot 1 of this subdivision is subject to that variable width Underground Utility Easement as described in Document No. 908133 recorded in Said Office;

that Lot 2 of this subdivision is subject to that 40' wide ingress and egress easement as described in Document No. 233608 recorded in Said Office;

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

that access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson;

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

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

SIGNATURE BY SEPARATE AFFIDAVIT

George Leslie Thompson, Trustee

SIGNATURE BY SEPARATE AFFIDAVIT

Jett Theurer Thompson, Trustee

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
)) ss
COUNTY OF TETON)

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

that this plat was made from the notes of an actual survey conducted under my direction during April, May, and August of 2016, and from records on file with the Office of the Clerk of Teton County, Wyoming, and that it correctly represents the points and corners found at the time of said survey;

that this plat correctly represents the final plat of the THOMPSON ADDITION TO THE TOWN OF JACKSON within the NW1/4SE1/4 and the NE1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming;

that the foregoing THOMPSON ADDITION TO THE TOWN OF JACKSON is identical to that parcel conveyed as Exhibit A in that Warranty Deed recorded as Document No. 918455 in the Office of the Clerk of Teton County, Wyoming, being more particularly described as follows:

BEGINNING at a point on the north line of Tracts C-1 and C-2 as described in that Warranty Deed recorded as Document No. 213039 in said Office, said point lying S 141'08" W. 40.04 feet from the CE1/16 corner of said Section 34, and marked by an aluminum cap inscribed "PLS 16012" set this survey;

THENCE S 894944" E, 28.74 feet, along said north line to a point of intersection with the west line of Plat No. 401, as marked by a brass cap inscribed "PLS 578" found this survey;

THENCE S 0'02'28" E, 65.38 feet, along said west line to a point marked by an aluminum cap inscribed "PLS 578" found this survey;

THENCE S 624819" E, 33.77 feet, to the northwest corner of Lot 2A as shown on Map D-451 recorded in said Office, and marked by a steel T-stake with a chrome cap inscribed "PE & LS 2612" found this survey;

THENCE S 0'05'40" W, 97.74 feet, along the west line of said Lot 2B to the northeast corner of Lot 4A as shown on Map D-451, and marked by a plastic cap inscribed "PLS 3831" found this survey;

THENCE S 0'05'40" W, 186.98 feet, along the west line of said Lot 3B as shown on Map D-451 recorded in said Office, and marked by an aluminum cap inscribed "PLS 578" found this survey;

THENCE S 0'05'40" W, 40.04 feet, along the west line of said Lot 4A as shown on Map D-451, and marked by a plastic cap inscribed "PLS 3831" found this survey;

THENCE S 895010" W, 30.35 feet, along the north line of said Lot 4A to a point marked by an aluminum cap inscribed "PLS 578" found this survey;

THENCE S 895010" W, 24.44 feet, continuing along said north line to a point marked by a brass cap inscribed "RLS 164" found this survey;

THENCE S 895010" W, 17.87 feet, continuing along said north line to the northeast corner of that tract of land described in Document No. 825186 recorded in said Office, and marked by a brass cap inscribed "RLS 164" found this survey;

THENCE S 895612" W, 126.11 feet, along the north line of said tract of land to a point marked by a plastic cap inscribed "PLS 3831" found this survey;

THENCE N 0'26'53" E, 249.11 feet, departing said north line and along the east line of Revised Parcel B as shown on Map T-73B recorded in said Office, to a point marked by a plastic cap inscribed "PLS 3831" found this survey;

THENCE N 0'26'53" E, 85.60 feet, continuing along said east line to the southeast corner of Revised Parcel A as shown on said Map T-73B, as marked by a plastic cap inscribed "PLS 3831" found this survey;

THENCE N 0'26'53" E, 127.69 feet, along the east line of said Revised Parcel A to the southwest corner of Lot 7 as shown on Plat No. 1275 recorded in said Office, as marked by a plastic cap inscribed "PLS 3831" found this survey;

THENCE S 894944" E, 70.16 feet, along the south line of said Lot 7 to the southwest corner of Lot 6 as shown on said Plat No. 1275, and marked by an aluminum cap inscribed "PLS 6447" found this survey;

THENCE S 894944" E, 66.80 feet, along the south line of said Lot 6 to the POINT OF BEGINNING.

Said parcel encompasses 2.04 acres, more or less.

The basis of bearings for this survey is assumed, resulting in a bearing of N 882412" E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown hereon.

ACKNOWLEDGMENT

STATE OF WYOMING)
)) ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Mark Fellermann on this _____ day of _____, 2020.
Witness my hand and official seal.

Mark Fellermann

Wyoming Professional Land Surveyor No. 16012

GENERAL NOTES

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

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

Notary Public

My commission expires:

FINAL PLAT THOMPSON ADDITION TO THE TOWN OF JACKSON

Being a portion of the
NW1/4SE1/4 & NE1/4SE1/4
of 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
Ph: 307-733-2999

Sheet 1 of 1

Affidavit of Acknowledgement and Acceptance of Final Plat

KNOW ALL MEN BY THE PRESENTS:

Brian Lenz, Town Engineer for the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Brian Lenz, Town Engineer for the Town of Jackson;
2. that I have examined a copy of the Final Plat of the proposed subdivision titled **Thompson Addition to the Town of Jackson**, dated _____, 2020;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said Final 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 Acceptance as contained on said Final Plat.

DATED this _____ day of _____, 2020

Town of Jackson
a municipal corporation
of the State of Wyoming

Brian Lenz, Town Engineer

STATE OF WYOMING)
)) ss
COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat was subscribed and sworn to before me by Brian Lenz as Town Engineer for the Town of Jackson, a municipal corporation of the State of Wyoming, this _____ day of _____, 2020.

Witness my hand and official Seal.

Notary Public

My Commission Expires:

Affidavit of Acknowledgement and Acceptance of Final Plat

KNOW ALL MEN BY THE PRESENTS:

Paul Anthony, Director of Planning for the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Paul Anthony, Director of Planning for the Town of Jackson;
2. that I have examined a copy of the Final Plat of the proposed subdivision titled **Thompson Addition to the Town of Jackson**, dated _____, 2020;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said Final 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 Acceptance as contained on said Final Plat.

DATED this _____ day of _____, 2020

Town of Jackson
a municipal corporation
of the State of Wyoming

Paul Anthony, Director of Planning

STATE OF WYOMING)
)) ss
COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat was subscribed and sworn to before me by Paul Anthony as Director of Planning for the Town of Jackson, a municipal corporation of the State of Wyoming, this _____ day of _____, 2020.

Witness my hand and official Seal.

Notary Public

My Commission Expires:

Affidavit of Acknowledgement and Acceptance of Final Plat

KNOW ALL MEN BY THE PRESENTS:

Pete Muldoon, Mayor of the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Pete Muldoon, Mayor of the Town of Jackson;
2. that I have examined a copy of the Final Plat of the proposed subdivision titled **Thompson Addition to the Town of Jackson**, dated _____, 2020;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said Final 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 Acceptance as contained on said Final Plat.

DATED this _____ day of _____, 2020

Town of Jackson, a municipal corporation of the State of Wyoming

BY: Pete Muldoon, Mayor

ATTEST: Sandra P. Birsyshaw, Town Clerk

STATE OF WYOMING)
)) ss
COUNTY OF TETON)

On this _____ day of _____, 2020, before me, the undersigned Notary Public, personally appeared Pete Muldoon, Mayor of the Town of Jackson, Teton County, Wyoming, a Wyoming municipal corporation and known to me, or proven by satisfactory evidence, to be the Mayor that executed the foregoing and acknowledged said instrument to be the free and voluntary act and deed, by authority of Statute of said municipality, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the Town of Jackson, Wyoming.

Witness my hand and official Seal.

Notary Public

My Commission Expires:

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACCTIONS
DATE: _____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: _____
2. LOCATION: _____
3. PROJECT NUMBER: _____
4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	_____		2.25	_____
3 BEDROOM	_____		3.00	_____
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				_____

5. CALCULATE REQUIRED PARK ACREAGE:

$$\frac{\text{TOTAL PROJECTED POPULATION}}{1000 \text{ RESIDENTS}} \times \frac{9 \text{ ACRES}}{1 \text{ per 150 sf of net habitable area}} = \frac{\text{REQUIRED ACRES}}{1}$$

6. CALCULATE CASH-IN-LIEU:

$$\frac{\text{REQUIRED ACRES}}{1} \times \frac{\$100,000}{(\text{VALUE OF LAND})} = \frac{\$ \text{ CASH-IN-LIEU}}{1}$$

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACCTIONS
DATE: _____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: _____
2. LOCATION: _____
3. PROJECT NUMBER: _____
4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	<u># OF UNITS</u>	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY	_____	_____	_____	_____
.015 ACRES PER UNIT MULTI-FAMILY	_____	_____	_____	_____

5. CALCULATE CASH IN-LIEU:

_____	LAND DEDICATION STANDARD	X	\$100,000 (VALUE OF LAND)	=	\$ _____	CASH- IN-LIEU
-------	-----------------------------	---	------------------------------	---	----------	------------------

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR
SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION
STANDARDS

NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT (Lot 1)

This Non-Exclusive Access Agreement (“*Agreement*”) is made and entered into on this _____ day of _____, 2020 (“*Effective Date*”) by and between George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 (“*Grantor*”), and George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 (“*Grantee*”).

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Lot 1 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. _____ (“*Grantor’s Property*”)

TEMP NO: _____;

WHEREAS, Grantee is the owner of real property located in Teton County, Wyoming, and described more fully as:

See Exhibit 1 hereto and incorporated herein by reference (“*Grantee’s Property*”);

PIDN# 22-41-16-34-4-00-011;

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to accept from Grantor a non-exclusive access easement over, across, and through a portion of Grantor’s Property for the benefit of Grantee’s Property for the purpose of accessing portions Grantee’s Property, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive access easement (“*Easement*”) over, across, and through that portion of Grantor’s

Property identified in **Exhibit 2** hereto and depicted and illustrated in **Exhibit 3** hereto (“**Easement Property**”) for the purpose of accessing portions of Grantee’s Property from other portions of Grantee’s Property. The Easement is subject to all covenants, conditions, restrictions, easements, reservations and rights-of-ways of sight and/or record. The Easement is appurtenant to the Grantee’s Property and runs with the land. Grantor reserves the right to use the Easement Property for any purposes that do not interfere with the Grantee’s easement rights set forth in this Agreement.

2. **Access Driveway Maintenance and Repair.** Any driveway constructed, maintained or repaired within the Easement Property for the benefit of Grantee’s Property shall be limited to not more than 20 feet in width as measured anywhere within the Easement Property. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, and repairing any driveway constructed within the Easement Property for the benefit of Grantee’s Property. Grantee shall have no right to park, store, or leave unattended any vehicle or other objects within the Easement Property.

3. **Term.** The Easement granted herein shall be permanent and perpetual so long as the Easement Property is used for the above-described purposes. The Easement granted herein shall terminate upon the Easement Property at any time not being used for purposes identified in this Agreement.

4. **Improvement and Maintenance; Repair of Surface.** Grantee shall be responsible, at Grantee’s sole cost and expense, for repairing and/or replacing items damaged or destroyed by the exercise of the rights under the Easement, specifically including damaged asphalt, vegetation, and landscaping, and any other damage to the Property, to the condition upon which it was found immediately prior to the commencement of any work done by Grantee or Grantee’s agents or contractors within the Easement Property. Grantee shall make all reasonable efforts to perform such work in a workmanlike manner.

5. **Mechanic’s Liens.** Grantee shall prevent the creation of any lien against Grantor or the Easement Property on account of any labor or materials furnished by or through the Grantee in connection with any construction, maintenance, repairs or alterations on the Easement Property undertaken by or at the direction or control of Grantee. If any such lien is filed against the Easement Property, or any portion thereof, Grantee shall cause such lien to be released within 30 days after Grantor’s receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by Wyoming law to discharge and release the lien against the Easement Property. Grantee shall, at its expense, defend and indemnify Grantor and pay all costs (including attorney’s fees) reasonably incurred by Grantor relating to any such lien filing against the Easement Property.

6. **No Public Dedication.** Nothing herein shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public.

7. No Warranties. Grantor makes no representations or warranties, express or implied, in connection with the Easement or the Easement Property, whether of title, fitness of use, condition, purpose, or of any other nature.

8. Non-Merger. This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Easement Property and shall not merge therewith.

9. Indemnification. Grantee, and its successors in interest and assigns, hereby agrees to indemnify, defend and hold harmless Grantor and his successors in interest and assigns, from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which Grantor may incur as a result of the easement granted herein, other than from losses, damages, claims, causes of action, or rights of action caused by Grantor's negligent acts or omissions. Grantor will notify Grantee in writing within three (3) business days of Grantor receiving notice of any claims against it arising from or related to the Easement. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section 9 shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section 9.

10. Successors and Assigns. The terms and conditions set forth in this Agreement are binding and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.

11. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.

12. Enforcement. If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended,

discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

15. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

GRANTOR:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

GRANTEE:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

**Legal Description of
Revised Parcel B
PIDN: 22-41-16-34-4-00-011**

A parcel of land situated in the NW1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being identical to that parcel of land conveyed in Document No. 477180 recorded in the Office of the Clerk of Teton County, Wyoming, and described by the following metes and bounds:

BEGINNING at the southwest corner of that parcel described in Document No. 918455 recorded on the Office of the Clerk of Teton County, Wyoming;
THENCE N 89°59'30" W, 107.72 feet, to a point;
THENCE N 0°24'00" E, 327.05 feet, to a point;
THENCE S 80°46'00" E, 84.01 feet, to a point;
THENCE N 49°49'00" E, 32.53 feet, to a point of intersection with the west line of said parcel described in Document No. 918455;
THENCE S 0°24'00" W, 334.58 feet, along said west line to the **POINT OF BEGINNING**;

Said parcel encompasses 0.79 acres, more or less.

All in accordance with Map T-73B entitled "Map to Accompany Minor Boundary Adjustment" recorded in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

August 12, 2020

Y2 Project #09107

Prepared by MWW

**Legal Description of
Access Easement Lot 1**

A strip of land situated in the NW1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described by the following metes and bounds:

BEGINNING at the southeast corner of Lot 1 as shown on Plat No. _____ entitled "Thompson Addition to the Town of Jackson" recorded in the Office of the Clerk of Teton County, Wyoming;

THENCE N 0°26'53" E, 50.60 feet, along the west line of said Lot 1 to a point;

THENCE S 66°05'48" E, 13.55 feet, departing said west line to a point;

THENCE S 49°11'03" E, 69.02 feet, to a point of intersection with the south line of said Lot 1;

THENCE West, 65.02 feet, along said south line to the **POINT OF BEGINNING**;

Said strip encompasses 1,781.1 square feet, more or less.

The basis of bearings for this description is N 88°24'12" E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said plat entitled "Thompson Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming.

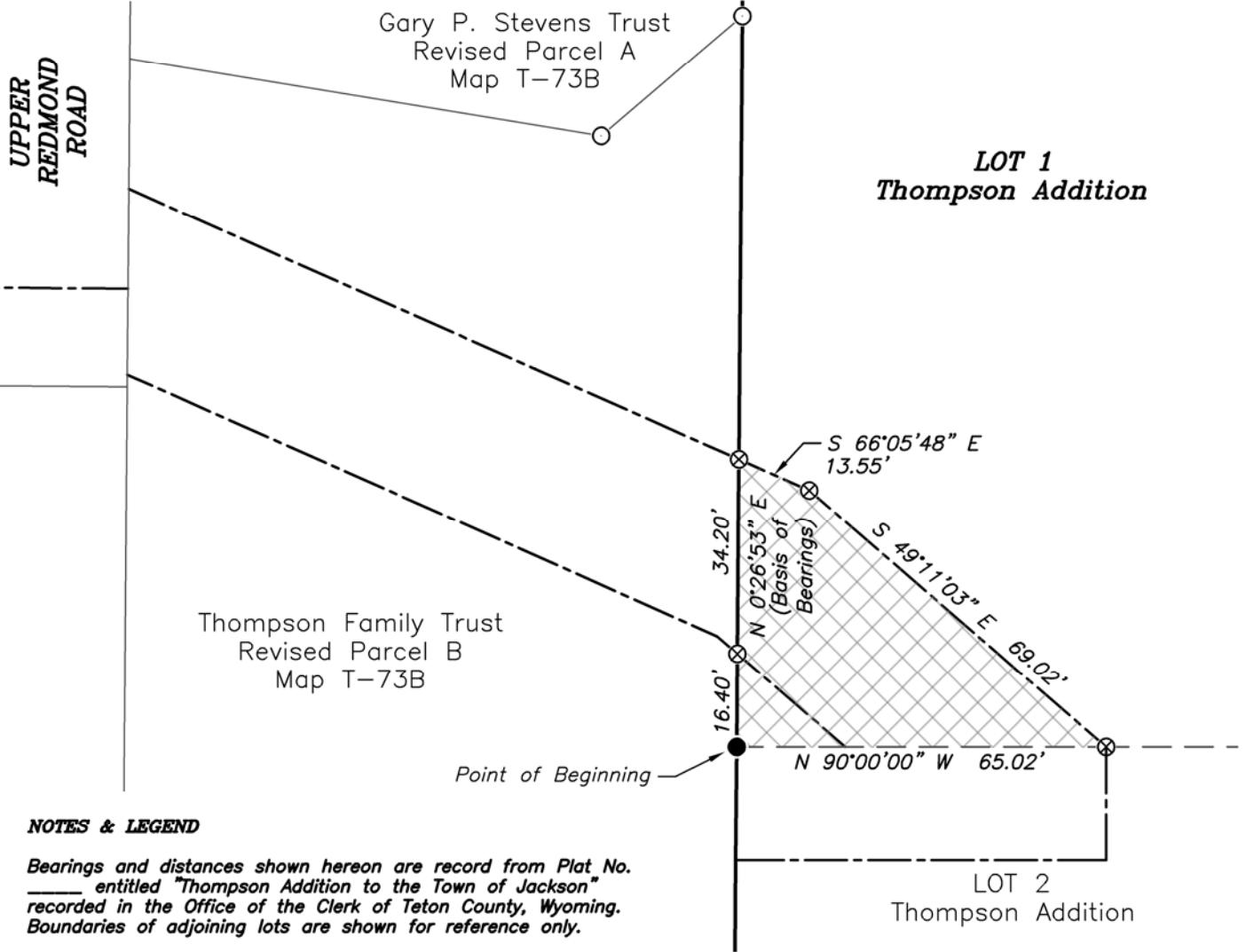
All in accordance with the exhibit entitled "Access Easement Lot 1" recorded contemporaneously with this legal description in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

July 20, 2020

Y2 Project #09107

Prepared by MWW



15 0 15 30 45
GRAPHIC SCALE – FEET
1"=30' (valid for 8.5" x 11" prints only)

Access Easement Lot 1

Project Number • 09107
Project Path • F:\2009\09107\Survey\ACAD\09107_200720_ESMT.dwg
Drawn By • MWW
Reviewed By • MWF
Drawing Date • July 20, 2020
Revision Date •

Exhibit __

Thompson Family Trust

Lot 1

"Thompson Addition to the
Town of Jackson"
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

NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT (Lot 2)

This Non-Exclusive Access Agreement (“*Agreement*”) is made and entered into on this _____ day of _____, 2020 (“*Effective Date*”) by and between George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 (“*Grantor*”), and George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 (“*Grantee*”).

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Lot 2 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. _____ (“*Grantor’s Property*”)

TEMP NO: _____;

WHEREAS, Grantee is the owner of real property located in Teton County, Wyoming, and described more fully as:

See Exhibit 1 hereto and incorporated herein by reference (“*Grantee’s Property*”);

PIDN# 22-41-16-34-4-00-011;

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to accept from Grantor a non-exclusive access easement over, across, and through a portion of Grantor’s Property for the benefit of Grantee’s Property for the purpose of accessing portions Grantee’s Property, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive access easement (“*Easement*”) over, across, and through that portion of Grantor’s

Property identified in **Exhibit 2** hereto and depicted and illustrated in **Exhibit 3** hereto (“**Easement Property**”) for the purpose of accessing portions of Grantee’s Property from other portions of Grantee’s Property. The Easement is subject to all covenants, conditions, restrictions, easements, reservations and rights-of-ways of sight and/or record. The Easement is appurtenant to the Grantee’s Property and runs with the land. Grantor reserves the right to use the Easement Property for any purposes that do not interfere with the Grantee’s easement rights set forth in this Agreement.

2. **Access Driveway Maintenance and Repair.** Any driveway constructed, maintained or repaired within the Easement Property for the benefit of Grantee’s Property shall be limited to not more than 20 feet in width as measured anywhere within the Easement Property. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, and repairing any driveway constructed within the Easement Property for the benefit of Grantee’s Property. Grantee shall have no right to park, store, or leave unattended any vehicle or other objects within the Easement Property.

3. **Term.** The Easement granted herein shall be permanent and perpetual so long as the Easement Property is used for the above-described purposes. The Easement granted herein shall terminate upon the Easement Property at any time not being used for purposes identified in this Agreement.

4. **Improvement and Maintenance; Repair of Surface.** Grantee shall be responsible, at Grantee’s sole cost and expense, for repairing and/or replacing items damaged or destroyed by the exercise of the rights under the Easement, specifically including damaged asphalt, vegetation, and landscaping, and any other damage to the Property, to the condition upon which it was found immediately prior to the commencement of any work done by Grantee or Grantee’s agents or contractors within the Easement Property. Grantee shall make all reasonable efforts to perform such work in a workmanlike manner.

5. **Mechanic’s Liens.** Grantee shall prevent the creation of any lien against Grantor or the Easement Property on account of any labor or materials furnished by or through the Grantee in connection with any construction, maintenance, repairs or alterations on the Easement Property undertaken by or at the direction or control of Grantee. If any such lien is filed against the Easement Property, or any portion thereof, Grantee shall cause such lien to be released within 30 days after Grantor’s receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by Wyoming law to discharge and release the lien against the Easement Property. Grantee shall, at its expense, defend and indemnify Grantor and pay all costs (including attorney’s fees) reasonably incurred by Grantor relating to any such lien filing against the Easement Property.

6. **No Public Dedication.** Nothing herein shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public.

7. No Warranties. Grantor makes no representations or warranties, express or implied, in connection with the Easement or the Easement Property, whether of title, fitness of use, condition, purpose, or of any other nature.

8. Non-Merger. This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Easement Property and shall not merge therewith.

9. Indemnification. Grantee, and its successors in interest and assigns, hereby agrees to indemnify, defend and hold harmless Grantor and his successors in interest and assigns, from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which Grantor may incur as a result of the easement granted herein, other than from losses, damages, claims, causes of action, or rights of action caused by Grantor's negligent acts or omissions. Grantor will notify Grantee in writing within three (3) business days of Grantor receiving notice of any claims against it arising from or related to the Easement. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section 9 shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section 9.

10. Successors and Assigns. The terms and conditions set forth in this Agreement are binding and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.

11. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.

12. Enforcement. If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended,

discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

15. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

GRANTOR:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

GRANTEE:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

**Legal Description of
Revised Parcel B
PIDN: 22-41-16-34-4-00-011**

A parcel of land situated in the NW1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being identical to that parcel of land conveyed in Document No. 477180 recorded in the Office of the Clerk of Teton County, Wyoming, and described by the following metes and bounds:

BEGINNING at the southwest corner of that parcel described in Document No. 918455 recorded on the Office of the Clerk of Teton County, Wyoming;
THENCE N 89°59'30" W, 107.72 feet, to a point;
THENCE N 0°24'00" E, 327.05 feet, to a point;
THENCE S 80°46'00" E, 84.01 feet, to a point;
THENCE N 49°49'00" E, 32.53 feet, to a point of intersection with the west line of said parcel described in Document No. 918455;
THENCE S 0°24'00" W, 334.58 feet, along said west line to the **POINT OF BEGINNING**;

Said parcel encompasses 0.79 acres, more or less.

All in accordance with Map T-73B entitled "Map to Accompany Minor Boundary Adjustment" recorded in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

August 12, 2020

Y2 Project #09107

Prepared by MWW

**Legal Description of
Access Easement Lot 2**

A strip of land situated in the NW1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described by the following metes and bounds:

BEGINNING at the southeast corner of Lot 1 as shown on Plat No. _____ entitled "Thompson Addition to the Town of Jackson" recorded in the Office of the Clerk of Teton County, Wyoming;

THENCE East, 65.02 feet, along the south line of said Lot 1 to a point;

THENCE South, 20.00 feet, departing said south line to a point;

THENCE West, 65.17 feet, to a point of intersection with the west line of Lot 2 as shown on said plat;

THENCE N 0°26'53" E, 20.00 feet, along said west line to the **POINT OF BEGINNING**;

Said strip encompasses 1,301.9 square feet, more or less.

The basis of bearings for this description is N 88°24'12" E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said plat entitled "Thompson Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming.

All in accordance with the exhibit entitled "Access & Utility Easement Lot 1" recorded contemporaneously with this legal description in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

July 20, 2020

Y2 Project #09107

Prepared by MWW

UPPER
REDMOND
ROAD

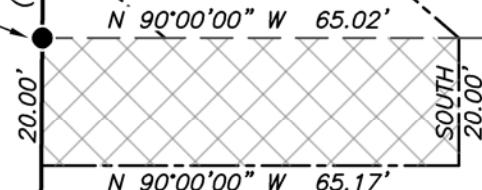
Gary P. Stevens Trust
Revised Parcel A
Map T-73B

Thompson Family Trust
Revised Parcel B
Map T-73B

Point of Beginning

LOT 1
Thompson Addition

N 0°26'53" E
(Basis of Bearings)



NOTES & LEGEND

Bearings and distances shown hereon are record from Plat No. _____ entitled "Thompson Addition to the Town of Jackson" recorded in the Office of the Clerk of Teton County, Wyoming. Boundaries of adjoining lots are shown for reference only.

The basis of bearings for this survey is assumed, resulting in a bearing of N 88°24'12" E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said plat.

Easements of sight and record not shown hereon may exist.

- Existing Boundary – Thompson Addition
- Proposed Boundary – Thompson Addition
- Adjoining Property Boundary
- Easement Line
- New Access Easement
- Monument of Record
- Monument to be set – Thompson Addition
- ⊗ Calculated Point – nothing found or set

15 0 15 30 45
GRAPHIC SCALE – FEET
1"=30' (valid for 8.5" x 11" prints only)



Access Easement Lot 2

Project Number • 09107
Project Path • F:\2009\09107\Survey\ACAD\09107_200720_ESMT.dwg
Drawn By • MWW
Reviewed By • MWF
Drawing Date • July 20, 2020
Revision Date •

Exhibit_

**Thompson Family Trust
Lot 2**

"Thompson Addition to the
Town of Jackson"
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

NON-EXCLUSIVE ACCESS AND UNDERGROUND UTILITY EASEMENT AGREEMENT

This Non-Exclusive Access and Underground Utility Agreement (“*Agreement*”) is made and entered into on this _____ day of _____, 2020 (“*Effective Date*”) by and between George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 (“*Grantor*”), and George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 (“*Grantee*”).

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Lot 1 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. _____ (“*Grantor’s Property*”)

TEMP NO: _____;

WHEREAS, Grantee is the owner of real property located in Teton County, Wyoming, and described more fully as:

Lot 2 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. _____ (“*Grantee’s Property*”)

TEMP NO: _____;

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to accept from Grantor a non-exclusive easement over, across, and under a portion of Grantor’s Property for the benefit of Grantee’s Property for the purpose of accessing Grantee’s Property and for the installation, use, maintenance, replacement, and repair of underground utilities servicing Grantee’s Property, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive access easement ("**Easement**") in, on, over, across, and under that portion of Grantor's Property identified in **Exhibit 1** hereto and depicted and illustrated in **Exhibit 2** hereto ("**Easement Property**") for the purpose of accessing Grantee's Property and for the purpose of using, installing, maintaining, replacing, and repairing the underground utilities that service and benefit Grantee's Property. The Easement is subject to all covenants, conditions, restrictions, easements, reservations and rights-of-ways of sight and/or record. The Easement is appurtenant to the Grantee's Property and runs with the land. Grantor reserves the right to use the Easement Property for any purposes that do not interfere with the Grantee's easement rights set forth in this Agreement.

2. Access Driveway Maintenance and Repair. Any driveway constructed, maintained or repaired within the Easement Property for the benefit of Grantee's Property shall be limited to not more than 20 feet in width as measured anywhere within the Easement Property. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, and repairing any driveway constructed within the Easement Property for the benefit of Grantee's Property. Grantee shall have no right to park, store, or leave unattended any vehicle or other objects within the Easement Property.

3. Underground Utilities. All utilities constructed, maintained or repaired within the Easement Property for the benefit of Grantee's Property shall be placed and located completely underground. There shall be no above ground utility infrastructure within the Easement Property. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, repairing and/or replacing any utility infrastructure located within the Easement Property for the benefit of Grantee's Property.

4. Term. The Easement granted herein shall be permanent and perpetual so long as the Easement Property is used for the above-described purposes. The Easement granted herein shall terminate upon the Easement Property at any time not being used for purposes identified in this Agreement.

5. Improvement and Maintenance; Repair of Surface. Grantee shall be responsible, at Grantee's sole cost and expense, for repairing and/or replacing items damaged or destroyed by the exercise of the rights under the Easement, specifically including damaged asphalt, vegetation, and landscaping, and any other damage to the Property, to the condition upon which it was found immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors within the Easement Property. Grantee shall make all reasonable efforts to perform such work in a workmanlike manner.

6. Mechanic's Liens. Grantee shall prevent the creation of any lien against Grantor or the Easement Property on account of any labor or materials furnished by or through the Grantee in connection with any construction, maintenance, repairs or alterations on the Easement Property undertaken by or at the direction or control of Grantee. If any such lien is filed against the Easement Property, or any portion thereof, Grantee shall cause such lien to be released within

30 days after Grantor's receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by Wyoming law to discharge and release the lien against the Easement Property. Grantee shall, at its expense, defend and indemnify Grantor and pay all costs (including attorney's fees) reasonably incurred by Grantor relating to any such lien filing against the Easement Property

7. No Public Dedication. Nothing herein shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public.

8. No Warranties. Grantor makes no representations or warranties, express or implied, in connection with the Easement or the Easement Property, whether of title, fitness of use, condition, purpose, or of any other nature.

9. Non-Merger. This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Easement Property and shall not merge therewith.

10. Indemnification. Grantee, and its successors in interest and assigns, hereby agrees to indemnify, defend and hold harmless Grantor and his successors in interest and assigns, from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which Grantor may incur as a result of the easement granted herein, other than from losses, damages, claims, causes of action, or rights of action caused by Grantor's negligent acts or omissions. Grantor will notify Grantee in writing within three (3) business days of Grantor receiving notice of any claims against it arising from or related to the Easement. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section 10 shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section 10.

11. Successors and Assigns. The terms and conditions set forth in this Agreement are binding and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.

12. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.

13. Enforcement. If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

14. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

16. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

GRANTOR:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

GRANTEE:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

**Legal Description of
Access & Utility Easement Lot 1**

A strip of land situated in the NW1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described by the following metes and bounds:

COMMENCING at the southeast corner of Lot 1 as shown on Plat No. _____ entitled
“Thompson Addition to the Town of Jackson” recorded in the Office of the Clerk of
Teton County, Wyoming;
THENCE N 0°26'53" E, 16.40 feet, along the west line of said Lot 1 to the **POINT OF
BEGINNING**;

THENCE N 0°26'53" E, 34.20 feet, continuing along said west line to a point;
THENCE S 66°05'48" E, 13.55 feet, departing said west line to a point;
THENCE S 49°11'03" E, 69.02 feet, to a point of intersection with the south line of said Lot 1;
THENCE West, 45.90 feet, along said south line to a point;
THENCE N 49°11'03" W, 25.09 feet, departing said south line to the **POINT OF
BEGINNING**;

Said strip encompasses 1,624.3 square feet, more or less.

The basis of bearings for this description is N 88°24'12" E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said plat entitled “Thompson Addition to the Town of Jackson” to be recorded in the Office of the Clerk of Teton County, Wyoming.

All in accordance with the exhibit entitled “Access & Utility Easement Lot 1” recorded contemporaneously with this legal description in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

July 20, 2020

Y2 Project #09107

Prepared by MWW

UPPER
REDMOND
ROAD

Gary P. Stevens Trust
Revised Parcel A
Map T-73B

LOT 1
Thompson Addition

Thompson Family Trust
Revised Parcel B
Map T-73B

Point of
Beginning
Point of Commencement

S 66°05'48" E
13.55'

34.20'
N 0°26'53" E
(Basis of
Bearings)

S
49°11'03" E
69.02'

30'
N 90°00'00" W 45.90'

N 49°11'03" W
25.09'

LOT 2
Thompson Addition

NOTES & LEGEND

Bearings and distances shown hereon are record from Plat No. _____ entitled "Thompson Addition to the Town of Jackson" recorded in the Office of the Clerk of Teton County, Wyoming. Boundaries of adjoining lots are shown for reference only.

The basis of bearings for this survey is assumed, resulting in a bearing of N 88°24'12" E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said plat.

Easements of sight and record not shown hereon may exist.

- Existing Boundary – Thompson Addition
- Proposed Boundary – Thompson Addition
- Adjoining Property Boundary
- Easement Line
- XXXXX New Access Easement
- Monument of Record
- Monument to be set – Thompson Addition
- ⊗ Calculated Point – nothing found or set



15 0 15 30 45
GRAPHIC SCALE – FEET
1"=30' (valid for 8.5" x 11" prints only)

Access & Utility Easement Lot 1

Project Number • 09107
Project Path • F:\2009\09107\Survey\ACAD\09107_200720_ESMT.dwg
Drawn By • MWW
Reviewed By • MWF
Drawing Date • July 20, 2020
Revision Date •

Thompson Family Trust

Lot 1
"Thompson Addition to the
Town of Jackson"
T. 41 N., R. 116 W., 6th P.M.,
Teton County, Wyoming

Exhibit_



Y2 Consultants
180 South Willow St.
P.O. Box 2870
Jackson, WY 83001
Y2consultants.com

NON-EXCLUSIVE ACCESS AND UNDERGROUND UTILITY EASEMENT AGREEMENT

This Non-Exclusive Access and Underground Utility Agreement (“*Agreement*”) is made and entered into on this _____ day of _____, 2020 (“*Effective Date*”) by and between George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 (“*Grantor*”), and George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 (“*Grantee*”).

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

See Exhibit 1 hereto and incorporated herein by reference (“*Grantor’s Property*”);

PIDN# 22-41-16-34-4-00-011;

WHEREAS, Grantee is the owner of real property located in Teton County, Wyoming, and described more fully as:

Lot 2 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. _____ (“*Grantee’s Property*”)

TEMP NO: _____;

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to accept from Grantor a non-exclusive easement over, across, and under a portion of Grantor’s Property for the benefit of Grantee’s Property for the purpose of accessing Grantee’s Property and for the installation, use, maintenance, replacement, and repair of underground utilities servicing Grantee’s Property, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive access and underground utility easement (“**Easement**”) in, on, over, across, and under that portion of Grantor’s Property identified in **Exhibit 2** hereto and depicted and illustrated in **Exhibit 3** hereto (“**Easement Property**”) for the purpose of accessing Grantee’s Property and for the purpose of using, installing, maintaining, replacing, and repairing the underground utilities that service and benefit Grantee’s Property. The Easement is subject to all covenants, conditions, restrictions, easements, reservations and rights-of-ways of sight and/or record. The Easement is appurtenant to the Grantee’s Property and runs with the land. Grantor reserves the right to use the Easement Property for any purposes that do not interfere with the Grantee’s easement rights set forth in this Agreement.

2. **Access Driveway Maintenance and Repair.** Any driveway constructed, maintained or repaired within the Easement Property for the benefit of Grantee’s Property shall be limited to not more than 20 feet in width as measured anywhere within the Easement Property. Grantee shall be solely responsible for the costs and expenses of installing any driveway constructed within the Easement Property for the benefit of Grantee’s Property. Grantee shall have no right to park, store, or leave unattended any vehicle or other objects within the Easement Property. Grantor and Grantee agree and recognize that the driveway to be constructed and used pursuant to this Agreement for the benefit of Grantee’s Property will be shared in part with a driveway used for the benefit of Grantor’s Property. Plowing and routine maintenance costs related to the shared driveway shall be split equally between Grantor and Grantee. Any party causing damage to the shared driveway shall be solely responsible, at that party’s sole cost, for repairing said damage.

3. **Underground Utilities.** All utilities constructed, maintained or repaired within the Easement Property for the benefit of Grantee’s Property shall be placed and located completely underground. There shall be no above ground utility infrastructure within the Easement Property. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, repairing and/or replacing any utility infrastructure located within the Easement Property for the benefit of Grantee’s Property.

4. **Term.** The Easement granted herein shall be permanent and perpetual so long as the Easement Property is used for the above-described purposes. The Easement granted herein shall terminate upon the Easement Property at any time not being used for purposes identified in this Agreement.

5. **Improvement and Maintenance; Repair of Surface.** Grantee shall be responsible, at Grantee’s sole cost and expense, for repairing and/or replacing items damaged or destroyed by the exercise of the rights under the Easement, specifically including damaged asphalt, vegetation, and landscaping, and any other damage to the Property, to the condition upon which it was found immediately prior to the commencement of any work done by Grantee or Grantee’s agents or contractors within the Easement Property. Grantee shall make all reasonable efforts to perform such work in a workmanlike manner.

6. Mechanic's Liens. Grantee shall prevent the creation of any lien against Grantor or the Easement Property on account of any labor or materials furnished by or through the Grantee in connection with any construction, maintenance, repairs or alterations on the Easement Property undertaken by or at the direction or control of Grantee. If any such lien is filed against the Easement Property, or any portion thereof, Grantee shall cause such lien to be released within 30 days after Grantor's receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by Wyoming law to discharge and release the lien against the Easement Property. Grantee shall, at its expense, defend and indemnify Grantor and pay all costs (including attorney's fees) reasonably incurred by Grantor relating to any such lien filing against the Easement Property

7. No Public Dedication. Nothing herein shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public.

8. No Warranties. Grantor makes no representations or warranties, express or implied, in connection with the Easement or the Easement Property, whether of title, fitness of use, condition, purpose, or of any other nature.

9. Non-Merger. This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Easement Property and shall not merge therewith.

10. Indemnification. Grantee, and its successors in interest and assigns, hereby agrees to indemnify, defend and hold harmless Grantor and his successors in interest and assigns, from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which Grantor may incur as a result of the easement granted herein, other than from losses, damages, claims, causes of action, or rights of action caused by Grantor's negligent acts or omissions. Grantor will notify Grantee in writing within three (3) business days of Grantor receiving notice of any claims against it arising from or related to the Easement. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section 10 shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section 10.

11. Successors and Assigns. The terms and conditions set forth in this Agreement are binding and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.

12. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.

13. Enforcement. If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or

establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

14. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

16. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

GRANTOR:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

GRANTEE:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

**Legal Description of
Revised Parcel B
PIDN: 22-41-16-34-4-00-011**

A parcel of land situated in the NW1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being identical to that parcel of land conveyed in Document No. 477180 recorded in the Office of the Clerk of Teton County, Wyoming, and described by the following metes and bounds:

BEGINNING at the southwest corner of that parcel described in Document No. 918455 recorded on the Office of the Clerk of Teton County, Wyoming;
THENCE N 89°59'30" W, 107.72 feet, to a point;
THENCE N 0°24'00" E, 327.05 feet, to a point;
THENCE S 80°46'00" E, 84.01 feet, to a point;
THENCE N 49°49'00" E, 32.53 feet, to a point of intersection with the west line of said parcel described in Document No. 918455;
THENCE S 0°24'00" W, 334.58 feet, along said west line to the **POINT OF BEGINNING**;

Said parcel encompasses 0.79 acres, more or less.

All in accordance with Map T-73B entitled "Map to Accompany Minor Boundary Adjustment" recorded in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

August 12, 2020

Y2 Project #09107

Prepared by MWW

**Legal Description of
Access & Utility Easement Parcel B**

A strip of land situated in the NW1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described by the following metes and bounds:

COMMENCING at the southeast corner of Lot 1 as shown on Plat No. _____ entitled
“Thompson Addition to the Town of Jackson” recorded in the Office of the Clerk of
Teton County, Wyoming;

THENCE N 0°26'53" E, 16.40 feet, along the west line of said Lot 1 to the **POINT OF
BEGINNING**;

THENCE N 49°11'03" W, 4.73 feet, departing said west line to a point;

THENCE N 66°05'48" W, 113.49 feet, to a point of intersection with the west line of Revised
Parcel B as shown on Map T-73B recorded in said Office;

THENCE N 0°27'19" E, 32.70 feet, along said west line to a point;

THENCE S 66°05'48" E, 117.42 feet, departing said west line to a point of intersection with the
west line of said Lot 1;

THENCE S 0°26'53" W, 34.20 feet, along said west line to the **POINT OF BEGINNING**;

Said strip encompasses 3,525.6 square feet, more or less.

The basis of bearings for this description is N 88°24'12" E along the east-west center of section
line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M.,
Teton County, Wyoming, as shown on said plat entitled “Thompson Addition to the Town of
Jackson” to be recorded in the Office of the Clerk of Teton County, Wyoming.

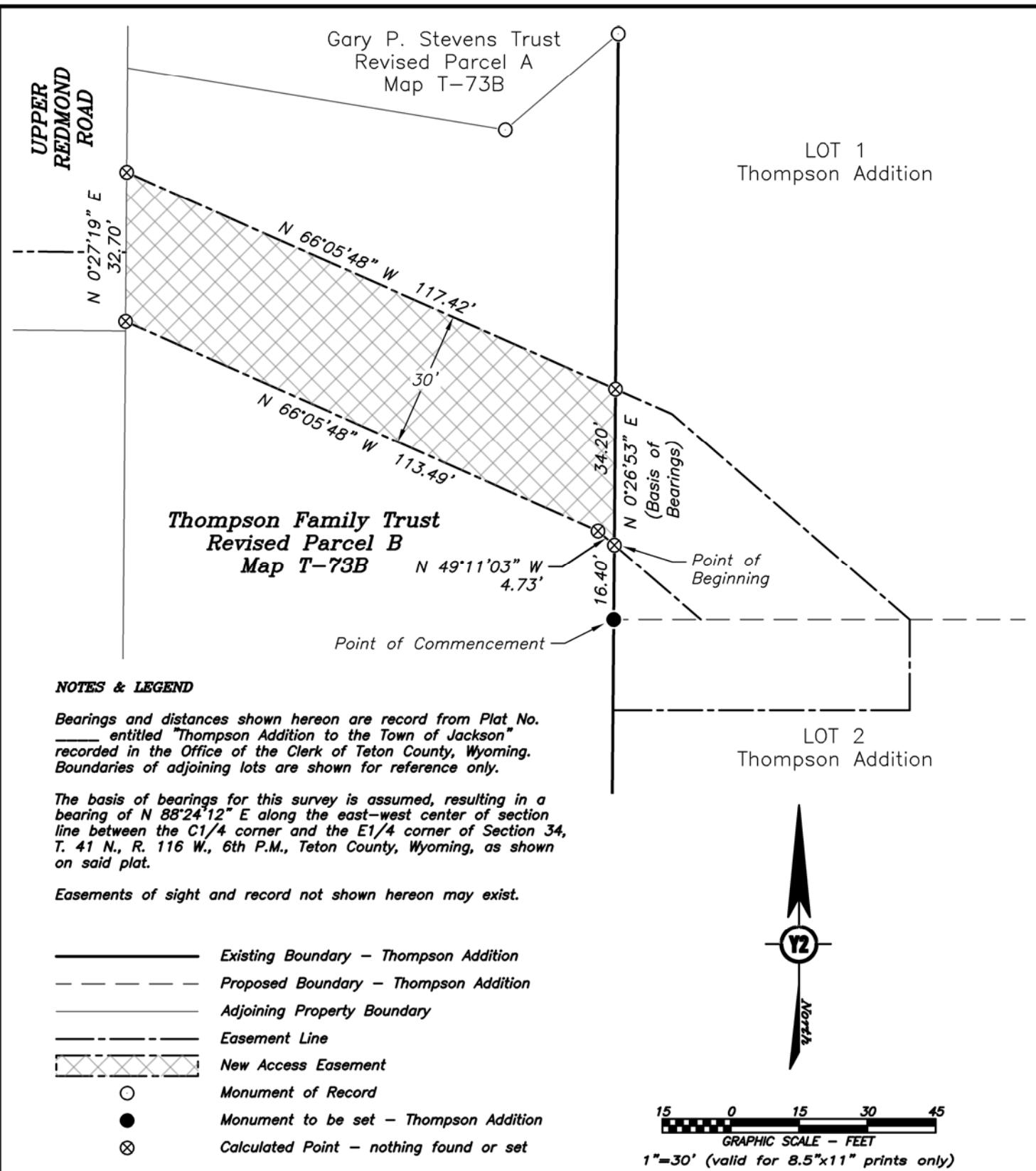
All in accordance with the exhibit entitled “Access & Utility Easement Revised Parcel B”
recorded contemporaneously with this legal description in the Office of the Clerk of Teton
County, Wyoming.

Y2 Consultants, LLC

July 20, 2020

Y2 Project #09107

Prepared by MWW



Access & Utility Easement Parcel B

Project Number • 09107
Project Path • F:\2009\09107\Survey\ACAD\09107_200720_ESMT.dwg
Drawn By • MWW
Reviewed By • MWF
Drawing Date • July 20, 2020
Revision Date •

Thompson Family Trust

Revised Parcel B, Map T-73B
Document No. 918455
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

Exhibit __

NON-EXCLUSIVE UNDERGROUND WATER AND SEWER UTILITY EASEMENT AGREEMENT

This Non-Exclusive Underground Water and Sewer Utility Easement Agreement (“**Agreement**”) is made and entered into on this _____ day of _____, 2020 (“**Effective Date**”) by and between George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 (“**Grantor**”), and the TOWN OF JACKSON, a Wyoming municipal corporation of P.O. Box 1687, Jackson, Wyoming, 83001 (“**Grantee**”).

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Lot 1 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. _____ (“**Grantor’s Property**”)

TEMP NOS.: _____;

WHEREAS, Grantee currently owns and operates underground water and sewer utilities (“**Town Utilities**”) located on that portion of the Grantor’s Property described on **Exhibit 1** hereto and depicted on **Exhibit 2** hereto (“**Easement Property**”);

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to accept from Grantor a non-exclusive easement over, across, and under the Easement Property for the purpose of accessing, using, maintaining, and repairing the Town’s Utilities, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. **Grant of Non-Exclusive Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive underground utility easement (“**Easement**”) in, on, over, across, and under the Easement Property for the purposes of accessing, using, maintaining, and repairing the Town Utilities. The Easement is subject to all covenants, conditions, restrictions, easements, reservations and rights-of-ways of sight and/or record. Grantor reserves the right to use the Easement Property for any purposes that do not interfere with the Grantee’s easement rights set forth in this Agreement.

2. Improvement and Maintenance; Repair of Surface. Grantee shall be responsible, at Grantee's sole cost and expense, for repairing and/or replacing items damaged or destroyed by the exercise of the rights under the Easement, specifically including damaged asphalt, vegetation, and landscaping, and any other damage to the Property, to the condition upon which it was found immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors within the Easement Property. Grantee shall make all reasonable efforts to perform such work in a workmanlike manner and consistent with Town of Jackson construction standards. The Grantor shall be required to review and, if reasonably acceptable to Grantor, accept all repairs and/or replacements of any items removed, damaged or destroyed due to the Grantee's activities pursuant to the Easement.

3. Underground Utilities. All utilities constructed, maintained, replaced, or repaired within the Easement Property shall be placed and located completely underground. There shall be no above ground utility infrastructure within the Easement Property. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, repairing and/or replacing any utility infrastructure located within the Easement Property.

4. Term. The Easement granted herein shall be permanent and perpetual so long as the Easement Property is used for the above-described purposes. The Easement granted herein shall terminate upon the Easement Property at any time not being used for purposes identified in this Agreement.

5. No Warranties. Grantor makes no representations or warranties, express or implied, in connection with the Easement or the Easement Property, whether of title, fitness of use, condition, purpose, or of any other nature.

6. Mechanic's Liens. Grantee shall prevent the creation of any lien against Grantor or the Easement Property on account of any labor or materials furnished by or through the Grantee in connection with any construction, maintenance, repairs or alterations on the Easement Property undertaken by or at the direction or control of Grantee. If any such lien is filed against the Easement Property, or any portion thereof, Grantee shall cause such lien to be released within 30 days after Grantor's receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by Wyoming law to discharge and release the lien against the Easement Property. Grantee shall, at its expense, defend and indemnify Grantor and pay all costs (including attorney's fees) reasonably incurred by Grantor relating to any such lien filing against the Easement Property.

7. No Public Dedication. Nothing herein shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public.

8. Non-Merger. This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Easement Property and shall not merge therewith.

9. Indemnification. Grantee, and its successors in interest and assigns, hereby agrees to indemnify, defend and hold harmless Grantor and his successors in interest and assigns, from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which Grantor may incur as a result of the Easement granted herein, other than from losses, damages, claims, causes of action, or rights of action caused by Grantor's negligent acts or omissions. Grantor will notify Grantee in writing within three (3) business days of Grantor receiving notice of any claims against it arising from or related to the Easement. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section 9 shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section 9.

10. Successors and Assigns. The terms and conditions set forth in this Agreement are binding and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.

11. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.

12. Enforcement. If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

15. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

GRANTOR:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

GRANTEE:

**TOWN OF JACKSON, a Wyoming
municipal corporation**

By:
Its:

ATTEST:

By:
Its:

STATE OF _____)
COUNTY OF _____) ss)

On this day of _____, 2020, before me personally appeared _____ as the _____ of the **TOWN OF JACKSON**, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by its signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.

Notary Public
My commission expires:

**Legal Description of
Utility Easement Lot 1**

A strip of land situated in the NE1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described by the following metes and bounds:

BEGINNING at the southeast corner of Lot 1 as shown on Plat No. _____ entitled "Thompson Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming;

THENCE West, 20.00 feet, along the south line of said Lot 1 to a point;

THENCE N 0°05'40" E, 131.15 feet, departing said south line to a point of intersection with the east line of said Lot 1;

THENCE S 62°48'19" E, 22.47 feet, along said east line to an angle point being coincident with the northwest corner of Lot 2A as shown on Map D-45I recorded in said Office;

THENCE S 0°05'40" W, 120.88 feet, continuing along said east line the **POINT OF BEGINNING**;

Said strip encompasses 2,520.3 square feet, more or less.

The basis of bearings for this description is N 88°24'12" E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said plat entitled "Thompson Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming.

All in accordance with the exhibit entitled "Utility Easement Lot 1" recorded contemporaneously with this legal description in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

July 20, 2020

Y2 Project #09107

Prepared by MWW

LOT 1
Thompson Addition

Budge Mobile
Home Park LLC
Plat No. 401



15 0 15 30 45
GRAPHIC SCALE - FEET

1"=30' (valid for 8.5" x 11" prints only)

Brett E. &
Michelle L., Hills
Lot 2A, Map D-451

Shawn C. & Juli R.,
Klomparens, et al.
Lot 2B, Map D-451

NOTES & LEGEND

Bearings and distances shown hereon are record from Plat No. _____ entitled "Thompson Addition to the Town of Jackson" recorded in the Office of the Clerk of Teton County, Wyoming. Boundaries of adjoining lots are shown for reference only.

The basis of bearings for this survey is assumed, resulting in a bearing of N 88°24'12" E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said plat.

Easements of sight and record not shown hereon may exist.

- Existing Boundary - Thompson Addition
- — — Proposed Boundary - Thompson Addition
- Adjoining Property Boundary
- New Underground Utility Easement
- Monument of Record
- Monument to be set - Thompson Addition
- ⊗ Calculated Point - nothing found or set

Utility Easement Lot 1

Project Number • 09107
Project Path • F:\2009\09107\Survey\ACAD\09107_200720_ESMT.dwg
Drawn By • MWW
Reviewed By • MWF
Drawing Date • July 20, 2020
Revision Date •

Thompson Family Trust

Lot 1
"Thompson Addition to the
Town of Jackson"
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

Exhibit

NON-EXCLUSIVE UNDERGROUND UTILITY EASEMENT AGREEMENT

This Non-Exclusive Underground Utility Easement Agreement (“*Agreement*”) is made and entered into on this _____ day of _____, 2020 (“*Effective Date*”) by and between George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 (“*Grantor*”), and George Leslie Thompson and Jett Theurer Thompson, Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as may be amended from time to time, of P.O. Box 615, Jackson, Wyoming 83001 (collectively “*Grantee*”).

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Lot 2 of the Thompson Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on _____, 2020 as Plat No. _____ (“*Grantor’s Property*”)

TEMP NOS.: _____;

WHEREAS, Grantee is the owner of real property located in Teton County, Wyoming, and described more fully as:

See **Exhibit 1** hereto and incorporated herein by reference (“*Grantee’s Property*”);

PIDN# 22-41-16-34-4-00-011;

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to accept from Grantor a non-exclusive easement over, across, and under that portion of Grantor’s Property described on **Exhibit 2** hereto and depicted on **Exhibit 3** hereto (“*Easement Property*”) for the purpose of installing, accessing, using, maintaining, and repairing underground utilities for the benefit of Grantee’s Property, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. **Grant of Non-Exclusive Easement**. Grantor hereby grants and conveys to Grantee a non-exclusive underground utility easement (“*Easement*”) in, on, over, across, and under the

Easement Property for the purposes of installing, accessing, using, maintaining, and repairing underground utilities (including, but not limited to, water, sewer, telephone, gas and fiber optics) that now or in the future service and benefit Grantee's Property. The Easement is subject to all covenants, conditions, restrictions, easements, reservations and rights-of-ways of record. The Easement is appurtenant to the Grantee's Property and runs with the land. Grantor reserves the right to use the Easement Property for any purposes that do not interfere with the Grantee's easement rights set forth in this Agreement.

2. Improvement and Maintenance; Repair of Surface. Grantee shall be responsible, at Grantee's sole cost and expense, for repairing and/or replacing items damaged or destroyed by the exercise of the rights under the Easement, specifically including damaged asphalt, vegetation, and landscaping, and any other damage to the Property, to the condition upon which it was found immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors within the Easement Property. Grantee shall make all reasonable efforts to perform such work in a workmanlike manner.

3. Underground Utilities. All utilities constructed, maintained, replaced, or repaired within the Easement Property shall be placed and located completely underground. There shall be no above ground utility infrastructure within the Easement Property. Grantee shall be solely responsible for the costs and expenses of installing, maintaining, repairing and/or replacing any utility infrastructure located within the Easement Property for the benefit of Grantee's Property.

4. Term. The Easement granted herein shall be permanent and perpetual so long as the Easement Property is used for the above-described purposes. The Easement granted herein shall terminate upon the Easement Property at any time not being used for purposes identified in this Agreement.

5. No Warranties. Grantor makes no representations or warranties, express or implied, in connection with the Easement or the Easement Property, whether of title, fitness of use, condition, purpose, or of any other nature.

6. Mechanic's Liens. Grantee shall prevent the creation of any lien against Grantor or the Easement Property on account of any labor or materials furnished by or through the Grantee in connection with any construction, maintenance, repairs or alterations on the Easement Property undertaken by or at the direction or control of Grantee. If any such lien is filed against the Easement Property, or any portion thereof, Grantee shall cause such lien to be released within 30 days after Grantor's receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by Wyoming law to discharge and release the lien against the Easement Property. Grantee shall, at its expense, defend and indemnify Grantor and pay all costs (including attorney's fees) reasonably incurred by Grantor relating to any such lien filing against the Easement Property.

7. No Public Dedication. Nothing herein shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public.

8. Non-Merger. This Agreement and the Easement and rights declared and established herein are intended to remain separate from the Grantor's fee simple interest in the Easement Property and shall not merge therewith.

9. Indemnification. Grantee, and its successors in interest and assigns, hereby agrees to indemnify, defend and hold harmless Grantor and his successors in interest and assigns, from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which Grantor may incur as a result of the Easement granted herein, other than from losses, damages, claims, causes of action, or rights of action caused by Grantor's negligent acts or omissions. Grantor will notify Grantee in writing within three (3) business days of Grantor receiving notice of any claims against it arising from or related to the Easement. Failure by Grantor to timely and properly provide to Grantee the notice required in this Section 9 shall automatically extinguish and terminate Grantee's duties and obligations set forth in this Section 9.

10. Successors and Assigns. The terms and conditions set forth in this Agreement are binding and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.

11. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.

12. Enforcement. If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees (including the costs of in-house counsel) regardless of whether litigation is commenced.

13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided,

however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.

15. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

GRANTOR:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

GRANTEE:

George Leslie Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George Leslie Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Jett Theurer Thompson, Trustee of the
Thompson Family Trust under the
Amended, Restated and Consolidated
Revocable Living Trust Agreement dated
October 4, 2016

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Jett Theurer Thompson, Trustee of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2020.

Witness my hand and official seal.

Notary Public

My Commission Expires:

**Legal Description of
Revised Parcel B
PIDN: 22-41-16-34-4-00-011**

A parcel of land situated in the NW1/4SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being identical to that parcel of land conveyed in Document No. 477180 recorded in the Office of the Clerk of Teton County, Wyoming, and described by the following metes and bounds:

BEGINNING at the southwest corner of that parcel described in Document No. 918455 recorded on the Office of the Clerk of Teton County, Wyoming;
THENCE N 89°59'30" W, 107.72 feet, to a point;
THENCE N 0°24'00" E, 327.05 feet, to a point;
THENCE S 80°46'00" E, 84.01 feet, to a point;
THENCE N 49°49'00" E, 32.53 feet, to a point of intersection with the west line of said parcel described in Document No. 918455;
THENCE S 0°24'00" W, 334.58 feet, along said west line to the **POINT OF BEGINNING**;

Said parcel encompasses 0.79 acres, more or less.

All in accordance with Map T-73B entitled "Map to Accompany Minor Boundary Adjustment" recorded in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

August 12, 2020

Y2 Project #09107

Prepared by MWW

**Legal Description of
Utility Easement Lot 2**

A strip of land situated in the N1/2SE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described by the following metes and bounds:

BEGINNING at the northwest corner of Lot 2 as shown on Plat No. _____ entitled "Thompson Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming;

THENCE East, 120.00 feet, along the north line of said Lot 2 to an angle point;

THENCE S 83°11'06" E, 78.04 feet, departing said north line to a point of intersection with the east line of said Lot 2;

THENCE S 0°05'40" W, 20.14 feet, along said east line to a point;

THENCE N 83°11'06" W, 79.20 feet, departing said east line to a point;

THENCE West, 118.97 feet, to a point of intersection with the west line of said Lot 2;

THENCE N 0°26'53" E, 20.00 feet, along said east line to the **POINT OF BEGINNING**;

Said strip encompasses 3,962.1 square feet, more or less.

The basis of bearings for this description is N 88°24'12" E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said plat entitled "Thompson Addition to the Town of Jackson" to be recorded in the Office of the Clerk of Teton County, Wyoming.

All in accordance with the exhibit entitled "Utility Easement Lot 2" recorded contemporaneously with this legal description in the Office of the Clerk of Teton County, Wyoming.

Y2 Consultants, LLC

July 20, 2020

Y2 Project #09107

Prepared by MWW

Thompson Family Trust
Revised Parcel B
Map T-73B

(Basis of Bearings)
N 0°26'53" E
20.00

LOT 1
Thompson Addition

Point of Beginning
N 90°00'00" E 120.00'
S 90°00'00" W 118.97'

S 83°11'06" E 78.04'
20'
S 83°11'06" E 79.20'
20.14'

S 0°05'40" W
Shawn C. & Juli R.,
Klomparens, et al.
Lot 2B, Map D-451

LOT 2
Thompson Addition

NOTES & LEGEND

Bearings and distances shown hereon are record from Plat No. _____ entitled "Thompson Addition to the Town of Jackson" recorded in the Office of the Clerk of Teton County, Wyoming. Boundaries of adjoining lots are shown for reference only.

The basis of bearings for this survey is assumed, resulting in a bearing of N 88°24'12" E along the east-west center of section line between the C1/4 corner and the E1/4 corner of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as shown on said plat.

Easements of sight and record not shown hereon may exist.

- Existing Boundary - Thompson Addition
- - - - - Proposed Boundary - Thompson Addition
- Adjoining Property Boundary
- ██████████ New Underground Utility Easement
- Monument of Record
- Monument to be set - Thompson Addition
- ⊗ Calculated Point - nothing found or set



20 0 20 40 60
GRAPHIC SCALE - FEET
1"=40' (valid for 8.5"x11" prints only)

Utility Easement Lot 2

Project Number • 09107
Project Path • F:\2009\09107\Survey\ACAD\09107_200720_ESMT.dwg
Drawn By • MWW
Reviewed By • MWF
Drawing Date • July 20, 2020
Revision Date •

Exhibit_

Thompson Family Trust
Lot 2

"Thompson Addition to the
Town of Jackson"
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

Issued To:

Thompson, Palmer & Associates
275 E. Broadway
Jackson, WY 83001
(307) 733-5160

Report No.: W-20554
Effective Date: July 24, 2020
Current Date: August 12, 2020
Cost: \$750.00 + \$100.00 (V2)

Property Address: 808 Upper Redmond Road, Jackson, WY 83001
809 Upper Redmond Road, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

George Leslie Thompson and Jett Theurer Thompson, as Trustees of the Thompson Family Trust under the Amended, Restated and Consolidated Revocable Living Trust Agreement dated October 4, 2016, as amended from time to time hereafter, and their successors in trust

2. The land referred to in this Report is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Liz Jorgenson/Christina Feuz, Co-Managers
Phone: 307.732.2983

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A :

A parcel of land in the NW1/4 SE1/4 and the NE1/4 SE1/4 Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, being Tract C-1 and part of Tract C-2 as described in that Warranty Deed recorded in Book 101 of Photo, Pages 40-46 in the Office of the Clerk of Teton County, Wyoming, AND the parcel described in that Quitclaim Deed recorded in said Office in Book 113 of Photo, Pages 422-424, AND the parcel described in that Warranty Deed recorded in said office in Book 127 of Photo, Pages 634-637, further described as follows:

BEGINNING at a steel rebar with cap inscribed "PE&LS 578", said point being on the north line of said tracts C-1 and C-2, from which the CE1/16 corner of Section 34 lies N 01°46'00" W, 40.17 feet;

thence S 89°53'14" E, 28.74 feet along said north line to the northeast corner of said parcel and the northwest corner of said parcel described in the Quitclaim Deed recorded in Book 113 of Photo, being marked by a 2" diameter brass cap;

thence S 00°01'56" W, 65.63 feet along the east line of said parcel described in Book 113 of Photo, to an intersection with the north line of said parcel described in Book 127 of Photo, being marked by a 5/8" diameter rebar with cap inscribed "PE&LS 578";

thence S 62°50'58" E, 33.92 feet along said north line to the northeast corner of said record parcel;

thence S 00°03'17" W, 380.91 feet to the southeast corner of said record parcel marked by a 5/8" diameter rebar with cap inscribed "PE&LS 578";

thence N 89°56'11" W, 30.35 feet to the southwest corner of said record parcel marked by a 5/8" diameter rebar with cap inscribed "PE&LS 578";

thence continuing N 89°56'11" W, 24.51 feet along the south line of said parcel recorded in Book 113 of Photo, to a 2" diameter brass cap inscribed "RLS 164";

thence continuing N 89°56'11" W, 17.89 feet along the south line of said parcel recorded in Book 101 of Photo, to a 2" diameter brass cap inscribed "RLS 164";

thence N 89°59'30" W, 125.88 feet along the south line of part of Tract C-2, to a 5/8" diameter rebar with cap inscribed PLS 3831";

thence N 00°24'00" E, 462.25 feet to the northwest corner being marked by a 5/8" diameter rebar with cap inscribed "PLS 3831";

thence S 89°53'18" E, 136.88 feet along the north line of said record tract to the POINT OF BEGINNING.

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-20554

PARCEL B:

A parcel of land in the NW1/4 SE1/4 Section 34, T41N, R116W, 6TH p.m., Teton County, Wyoming, described as follows:

COMMENCING at the CE 1/16 corner of said Section 34, thence S 01°46'00" E, 40.17 feet to a 5/8" rebar with cap inscribed "PE&LS 578",

Thence N 89°53'18" W, 136.88 feet to a 5/8" rebar with cap inscribed "PLS 3831",

Thence S 00°24'00" W, 152.67 feet to the POINT OF BEGINNING being marked by a 5/8" diameter rebar with cap inscribed "PLS 3831";

Thence continuing S 00°24'00" W, 309.58 feet to a 5/8" diameter rebar with cap inscribed "PLS 3831";

Thence N 89° 59' 30" W, 107.72 feet to a 2 1/2" diameter brass cap inscribed "RLS 164";

Thence N 00° 24' 00" E, 327.05 feet to a steel T-stake with chrome cap inscribed "PLS 3889";

Thence S 80° 46' 00" E, 109.01 feet to the POINT OF BEGINNING.

PIDN: 22-41-16-34-4-00-006 (Parcel A), 22-41-16-34-4-00-011 (Parcel B)

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-20554

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
2. (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, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
3. General taxes for the year 2020 and subsequent years, a lien in the process of assessment, not yet due or payable.
4. Terms and conditions of those easements and access as set out in that Affidavit, recorded January 30, 1980, as (instrument) 207491 (book) 96 (page) 446, Official Records.
[B96P446](#)
5. Terms and conditions of that easement for ingress and egress as contained in that Warranty Deed, recorded July 8, 1980, as (instrument) 213039 (book) 101 (page) 40, Official Records.
[B101P40](#)

NOTE: Includes road maintenance fees.

And that Termination and Release of Right of First Refusal and Deed Covenant, recorded January 17, 2017, as (instrument) 0920514 (book) 939 (page) 15 Official Records.

[B939P15](#)

6. Restrictions as contained in that Warranty Deed, recorded July 8, 1980, as (instrument) 213039 (book) 101 (page) 40, Official Records.
[B101P40](#)
7. All matters as delineated on the Official Map of Survey showing Access Easement, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-65A.
[Map T-65A](#)
8. All matters as delineated on the Official Map of Carol G. Hughes, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-65B.
[Map T-65B](#)
9. All matters as delineated on the Official Map of Roylance & Thompson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-69C.
[Map T-69C](#)

Wyoming Title & Escrow
Ownership and Encumbrance Report
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10. Affidavit of Parcel Combination, recorded June 10, 1993, as (instrument) 353279 (book) 271 (page) 692, Official Records.
[B271P692](#)
11. Matters as disclosed in that Warranty Deed, recorded June 14, 1993, as (book) 271 (page) 838, Official Records.
[B271P838](#)
12. All matters as delineated on the Official Map for Roylance Family Revocable Living Trust and J.T. Thompson Company Partnership, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-73B.
[Map T-73B](#)

Affidavit Regarding Boundary Adjustment, recorded November 6, 1998, as (instrument) 0477179 (book) 364 (page) 707 Official Records.
[B364P707](#)

13. Easements as contained in that Conveyance, recorded December 8, 2016, as (instrument) 0918455 (book) 936 (page) 311, Official Records.
[B936P311](#)

AS TO PARCEL A ONLY:

14. An easement over said land for communication facilities and incidental purposes, as granted to The Mountain States Telephone and Telegraph Company, recorded September 15, 1960, as (instrument) 68686 (book) 10 of Mixed Records (page) 283, Official Records.
[B10MR283](#)
15. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded November 10, 1980, as (instrument) 218259 (book) 105 (page) 303, Official Records.
[B105P303](#)
16. Terms and conditions of that right of ingress and egress across roadway as contained in that Warranty Deed, recorded June 15, 1981, as (instrument) 224307 (book) 112 (page) 549, Official Records.
[B112P549](#)
17. Easement as contained in that Warranty Deed, recorded July 27, 1982, as (instrument) 236245 (book) 127 (page) 634, Official Records.
[B127P634](#)
18. Underground Utilities Easement (Upper Redmond Street), recorded June 29, 2016, as (instrument) 0908133 (book) 923 (page) 601, Official Records.
[B923P601](#)

AS TO PARCEL B ONLY:

Wyoming Title & Escrow
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19. Easement as contained in that Warranty Deed, recorded June 15, 1981, as (instrument) 224307 (book) 112 (page) 549, Official Records.
[B112P549](#)
20. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded January 17, 2003, as (instrument) 0587211 (book) 487 (page) 1076, Official Records.
[B487P1076](#)

***** End of Exceptions *****

TAX NOTE:

Taxes, special and general, assessment districts and service areas for the year 2019.

Parcel A:

Tax ID No.: OJ-002962
1st Installment: \$4,103.41 PAID
2nd Installment: \$4,103.41 PAID

Parcel B:

Tax ID No.: OJ-003609
1st Installment: \$2,899.89 PAID
2nd Installment: \$2,899.88 PAID



*Map provided for reference purposes, only.