



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
- Joint Housing Dept

Teton County

- Planning Division

- Engineer
- Surveyor
- Assessor
- Clerk and Recorder
- Road and Levee

State of Wyoming

- Teton Conservation
- WYDOT
- TC School District #1
- Game and Fish
- DEQ

Federal Agencies

- Army Corp of Engineers

Utility Providers

- Qwest
- Lower Valley Energy
- Bresnan Communications

Special Districts

- START
- Jackson Hole Fire/EMS
- Irrigation Company

Date: January 3, 2022

Item #: P22-001

Planner: Paul Anthony

Phone: 733-0440 ext. 1303

Email: panthony@jacksonwy.gov

Owner

Town of Jackson /Sarah & Jeremy
Budge
PO Box 1178
Jackson, WY 83001

Applicant

Nelson Engineering
PO Box 1599
Jackson, WY 83001

REQUESTS:

The applicant is submitting a request for a Boundary Adjustment with Replat for the properties located at 1025,1040 and 1045 Budge Drive, legally known as PT. LOT 9, HILLSIDE SUBDIVISION, LOT 10, HILLSIDE SUBDIVISION, and LOT 1, HILLSIDE SUBDIVISION, PIDNs: 22-41-16-32-1-03-008, 22-41-16-32-1-03-009, and 22-41-16-32-1-03-001

For questions, please call Paul Anthony at 733-0440, x1303 or email to the address shown below. Thank you.

Please respond by: January 25, 2022 (with Comments)

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

NELSON ENGINEERING since 1964

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WWW.NELSONENGINEERING.NET

SK/14-175-03

January 3, 2022

Town of Jackson
P.O. Box 1687
Jackson, Wyoming 83001

ATTN: Paul Anthony

RE: Application for a Boundary Adjustment

Dear Anthony:

This letter accompanies an application and supporting documents for the boundary adjustment of Lot 1, Pt. Lot 9 and Lot 10 of Hillside Properties.

- Planning Permit Application
- No fee required
- Title Report dated 9/15/2021
- Plat Map
- Notice of Intent dated 12-15 & 12-22
- Easement Exhibits and Affidavit of Mortgagee for Wells Fargo and U.S. Bank

I believe this application is sufficient, but please let me know if you require anything further for submittal. Please call me if you have any questions or concerns. Thank you for your time and consideration.

Sincerely,



Sue Karichner



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application #s _____

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

PROJECT.

Name/Description: _____

Physical Address: _____

Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

APPLICANT/AGENT.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

DESIGNATED PRIMARY CONTACT.

_____ Property Owner _____ Applicant/Agent

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

Use Permit

Basic Use

Conditional Use

Special Use

Relief from the LDRs

Administrative Adjustment

Variance

Beneficial Use Determination

Appeal of an Admin. Decision

Physical Development

Sketch Plan

Development Plan

Design Review

Subdivision/Development Option

Subdivision Plat

Boundary Adjustment (replat)

Boundary Adjustment (no plat)

Development Option Plan

Interpretations

Formal Interpretation

Zoning Compliance Verification

Amendments to the LDRs

LDR Text Amendment

Map Amendment

Miscellaneous

Other: _____

Environmental Analysis

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

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

Notarized Letter of Authorization. A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-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

Date

Name Printed

Title

• Public Notices •

KENNETH M. BEGELMAN, DECEASED

KENNETH M. BEGELMAN LIVING TRUST, dated December 15, 1999

HELEN A. BEGELMAN, and REBECCA E. BEGELMAN STRUB, Trustees

NOTICE OF INTENT OF TRUSTEES TO DISTRIBUTE TRUST ASSETS

NOTICE OF LIMITATION ON ACTION BY CREDITORS

TO ALL PERSONS INTERESTED IN SAID DECEDENT AND/OR HIS TRUST ESTATE:

You are hereby notified that on October 11, 2021, KENNETH M. BEGELMAN, also known as KENNETH MARC BEGELMAN, died in Jackson, Teton County, Wyoming. You are hereby notified that at the time of his death, HELEN A. BEGELMAN, and REBECCA E. BEGELMAN STRUB are the Trustees of the KENNETH M. BEGELMAN LIVING TRUST, dated December 15, 1999.

It is the intent of the Trustees to distribute the Trust property as set forth in the Trust.

Any creditor or other claimant shall make his or her claim, in writing, to the Trustees at the Winter Law Firm, PO Box 633, Riverton WY 82501, within one hundred twenty (120) days of the date of the first publication of this notice.

Pursuant to Wyoming Statutes §4-10-507, any creditor failing to file a claim, or person failing to commence a judicial proceeding to contest the validity of the Trust or the proposed distribution by the Trustees within the time provided shall be forever prohibited from making any claim against the assets of the Trust or commencing any proceeding against KENNETH M. BEGELMAN or the KENNETH M. BEGELMAN LIVING TRUST, dated December 15, 1999.

DATED this 15th day of December 2021.

William T. Winter, attorney for the KENNETH M. BEGELMAN LIVING TRUST, dated December 15, 1999

Publish: 12/15, 12/22/21

• INTENT TO SUBDIVIDE •

LEGAL NOTICE

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that The Town of Jackson and Jeremy and Sara Budge intend to apply for a permit to subdivide in The Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Council Chambers. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 2 RESIDENTIAL LOTS. The project is located on 1.99 acres, generally described as Lot 1, the easterly portion of Lot 9 and Lot 10 of Replat of Hillside Subdivision, Plat No. 227, and being located within the SE1/4NE1/4, Section 32 and the SW1/4 NW1/4, Section 33, Township 41 North, Range 116 West, street addresses are 1025, 1040 & 1045 Budge Drive. The site is accessed from Budge Drive and will be named HILLSIDE SUBDIVISION SECOND ADDITION TO THE TOWN OF JACKSON.

Publish: 12/15, 12/22/21

• CONTINUED PUBLICATIONS •

NOTICE OF FINAL SETTLEMENT WITH CONTRACTOR ON

PUBLIC WORKS

All creditors and other interested parties take notice that the

State of Wyoming, Wyoming Game and Fish Commission, has accepted as completed according to the plans and specifications and rules set forth in the contract therefore, the following work project:

The project is the Patrol Cabin Feedground Metal Hayshed project, G&F Engr. No. 06.90.02 located approximately 24.7 miles northeast of Jackson, Wyoming, in Teton County, Wyoming, by Lyle Young Welding, LLC, P.O. Box 173, Gunnison, UT 84634.

Upon the forty-first (41st) day after the first publication of this notice, which day is the 10th day of January 2022, the State of Wyoming, Wyoming Game and Fish Commission will pay to the contractor the full amount due under the contract.

STATE OF WYOMING

WYOMING GAME AND FISH COMMISSION

By

Loren A. Woodin, P.E.

Chief Engineer

Wyoming Game and Fish Commission

Publish: 12/08, 12/15, 12/22/21

NOTICE OF APPLICATION AND PUBLIC HEARING

Regarding the Application for Wyoming State Trust Company Charter for Bridger Trust Company L.L.C.

Please take notice that on September 27, 2021, an Application for Charter to Operate A State Trust Company (Application) was submitted to the State of Wyoming, Department of Audit, Division of Banking for Bridger Trust Company L.L.C. The Application for Bridger Trust Company L.L.C. was accepted for filing on October 20, 2021, by the Wyoming Division of Banking pursuant to Wyoming Statute Section 13-5-502(b). The Applicant received notice of the hearing date on November 15, 2021.

THE WYOMING STATE BANKING BOARD HAS SET A HEARING ON THE APPLICATION ON WEDNESDAY, FEBRUARY 2, 2022, AT 8:30 A.M. IN THE STATE CAPITOL, 200 WEST 24TH STREET, CHEYENNE, WYOMING (Hearing). The Hearing will be conducted in accordance with the provisions of Wyoming Statutes Sections 13-5-504 and Chapter 3 of the Rules and Regulations of the Wyoming State Banking Board.

The Incorporators of Bridger Trust Company L.L.C. are Michael J. Corliss and Jessica E. Andrews. The proposed initial Directors of Bridger Trust Company are Michael J. Corliss, Warren Van Genderen, William Hoglund, Jane Cooney, Virginia Kanengieter, and George Matelich. The proposed President of Bridger Trust Company L.L.C. is Jessica E. Andrews. Bridger Trust Company L.L.C.'s principal place of business will be 3510 North Lake Creek Drive, Wilson, Wyoming.

Bridger Trust Company L.L.C. intends to operate as a State Chartered Public Trust Company and carry-on general trust business. Bridger Trust Company L.L.C. will focus on providing quality trust administration and fiduciary oversight to a select group of clients with significant business assets and complex trusts. Bridger Trust Company L.L.C. will offer a full range of trust, personal accounting, and consulting services.

The date by which persons must file a motion with the Wyoming Division of Banking to be added as a party to the Hearing is January 19, 2022, pursuant to Chapter 3, Section 8, of the Rules and Regulations of the Wyoming Division of Banking. Any person wishing to submit written comments regarding the Application must do so no later than January 19, 2022.

Publish: 12/08, 12/15, 12/22/21

The Teton County Predator Board will hold a meeting on December 20

At sidewinders at noon.

Publish: 12/08, 12/15/21

NOTICE OF CONTRACTOR'S SETTLEMENT

Jackson Hole Airport Board
County of Teton, State of Wyoming

Notice is hereby given that on or after the 10th day of January, 2022, final settlement and payment will be made by the Jackson Hole Airport Board, for and on account of its contract with:

Satellite Shelters
2530 Xenium Lane N., Suite 150, Minneapolis, MN 55441-3695

for the Modular Administrative Office Building at the Jackson Hole Airport. Any person, or entity who has or has the right to assert an unpaid lien against said Satellite Shelters for or on account of the furnishing of labor, materials, team hire, sustenance, provision, provender or other supplies used or consumed by such Contractor or any of the subcontractors in or about the performance of said work, may at any time up to and including said time of final settlement on said 10th day of January, 2022, file a verified statement of the amount due and unpaid on account of such claim with Jackson Hole Airport Board, P.O. Box 159, 1250 East Airport Road, Jackson, Wyoming 83001, Attn: Anna Valsing.

Failure on the part of the claimant to file such final statement will relieve said Owner from all and any liability for such claim.

Jackson Hole Airport Board
Publish: 12/01, 12/08, 12/15/21

NOTICE OF ACCEPTANCE AND FINAL PAYMENT TO CONTRACTOR FOR THE TVA ISD PARCS IMPROVEMENTS PROJECT

Notice is hereby given that the TETON VILLAGE ASSOCIATION IMPROVEMENT & SERVICE DISTRICT has accepted as completed according to the plans, specifications and rules governing the same, the work performed under that contract dated May 28th, 2021, between the TETON VILLAGE ASSOCIATION IMPROVEMENT & SERVICE DISTRICT and EVANS CONSTRUCTION COMPANY, the Contractor; that work under said contract, known as the TVA ISD PARCS IMPROVEMENTS project is complete, and the Contractor is entitled to final payment.

Notice is further given that subsequent to the forty-first (41st) day after the first publication of this notice, to wit, December 28th, 2021, the Teton Village Association Improvement & Service District will pay to said Contractor the full amount under the contract.

Publish: 11/17, 11/24, 12/01, 12/08, 12/15, 12/22/21

Local Social

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Jackson Hole News&Guide.com



• Public Notices •

counting and Petition for Distribution of the Estate, a copy of which is hereby delivered to you, and upon examination of the Account and Petition you may file objections thereto in writing with the Clerk at any time on or before December 27, 2021. If no objections are filed thereto, the Co-Administrators will make final settlement of the Estate on the December 27, 2021, or as soon thereafter as the matter may be heard. DATED this December 15, 2021.

Katherine Spencer Zelazny, WYSB #6-2802
Geitmann Larson Swift LLP
155 East Pearl Avenue, Suite 200
PO Box 1226
Jackson, Wyoming 83001
(307) 733-3923 – voice
(307) 733-3947 – facsimile

Publish: 12/22/21

NOTICE OF MORTGAGE FORECLOSURE BY ADVERTISEMENT AND SALE

Default has occurred on that Promissory Note dated November 12, 2020 in the original principal amount of \$10,750,000 (the "Promissory Note") executed by TRS Capital Ventures, a Delaware limited liability company, in favor of Jackson Lender LLC, an Illinois limited liability company. That Promissory Note is secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage") dated as of November 10, 2020, to be effective as of November 12, 2020, which Mortgage was recorded in the Office of the Teton County Clerk, Teton County, Wyoming, on November 12, 2020, as Document No. 10002867. The Mortgage has not been assigned. The Mortgage contains a power of sale.

The Mortgage was given to secure the sum of the Promissory Note. Nonpayment and other defaults exist, acceleration of the debt secured by the Mortgage has been declared, the entire remaining balance of the debt is now due and payable, and the holder of the Mortgage has elected to exercise the power of sale which has become operative. No suit or proceeding has been filed to collect the debt or any portion thereof.

Take notice that the Promissory Note and Mortgage will be foreclosed and the property encumbered by the Mortgage will be sold by the Sheriff of Teton County to the highest bidder for cash at public auction. The sale will be held on the front steps of the Teton County Courthouse, 180 South King St, Jackson, Wyoming, 83001 at 10:00 a.m. on Tuesday, January 25, 2022. The amount due and owing as of the date of first publication of this notice is \$10,750,000.00 in unpaid principal, \$43,000.00 in accrued primary interest, \$946,000.07 in additional default interest, \$215,000.00 in relation to an unpaid exit fee, plus attorneys' fees, additional interest, protective advances, costs and expenses of the foreclosure, in an amount no less than \$240,286.50. Interest accrues at the rate of \$7,166.67 per day.

The property encumbered by the Mortgage will be offered for sale and is described as follows:

PARCEL I:

LOT 52 OF THE RIDGE AT SPRING CREEK RANCH, A SUBDIVISION OF TETON COUNTY, WYOMING ACCORDING TO THAT PLAT RECORDED OCTOBER 3, 2000 AS PLAT NO. 998.

PARCEL II:

NON-EXCLUSIVE RECIPROCAL EASEMENTS OF ACCESS TO, USE AND ENJOYMENT OF INGRESS AND EGRESS AS DESCRIBED IN BOOK 943 OF PHOTO, PAGES 545-604.

PIDN 22-41-16-21-1-16-006

Such property is commonly known as 1285 N. Lower Ridge Road, Jackson, Wyoming. The property to be sold will include all improvements situated thereon and all fixtures and appurtenances contained therein.

Notice of Intention to Foreclose the Mortgage was sent in accordance with §34-4-103(a)(iv) on December 3, 2021 and as to additional parties on December 7, 2021.

The property being foreclosed upon may be subject to other liens and encumbrances that will not be extinguished at the sale and any prospective purchaser should research the status of title before submitting a bid.

DATED this 22nd day of December 2021.

Matt Kim-Miller
Holland & Hart LLP
645 South Cache Street
P.O. Box 68
Jackson, WY 83001
Attorneys for Jackson Lender LLC

Publish: 12/22, 12/29/21, 01/05/22, 01/12/22

• CONTINUED PUBLICATIONS •

WYOMING DEPARTMENT OF TRANSPORTATION CHEYENNE, WYOMING NOTICE OF ACCEPTANCE OF AND FINAL SETTLEMENT FOR HIGHWAY WORK

Notice is hereby given that the State Transportation Commission of Wyoming has accepted as completed according to plans, specifications and rules governing the same work performed under that certain contract between the State of Wyoming, acting through said Commission, and West Fork Construction, LLC, The Contractor, on Highway Project Number DR35377 in Teton County, consisting of salt/sand building at Teton Pass Complex, and the Contractor is entitled to final settlement

therefore; that the Director of the Department of Transportation will cause said Contractor to be paid the full amount due him under said contract on January 25, 2022.

The date of the first publication of this Notice is December 15, 2021.

STATE TRANSPORTATION COMMISSION OF WYOMING

Pam Fredrick
Senior Budget Analyst
Budget Program
Publish: 12/15, 12/22, 12/29/21

IN THE DISTRICT COURT OF TETON COUNTY, WYOMING NINTH JUDICIAL DISTRICT

IN RE NAME CHANGE OF)
JESUS ADRIAN ORTIZ ALVARAN,) Case No. 18578
A Minor Child, By Next of Friend,)
Maria Guadalupe Albaran Vazquez)

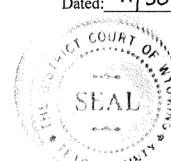
TETON COUNTY
COURT OF DISTRICT COURT
FILED

NOTICE OF PUBLICATION

In accordance with Wyoming Statute 1-25-103, Notice is hereby given that a Petition for Name Change of a Minor Child, Civil Action Number: 18578 has been filed in the Wyoming District Court for the Ninth Judicial District whose address is 180 South King Street Jackson, Wyoming. Seeking to change of the name of the minor child Jesus Adrian Ortiz Alvaran to Jesus Adrian Albaran Vazquez

Unless an Answer or Response to the Petition referenced above is filed with in 30 days following the last date of publication of this notice, an order may be entered granting the requested name change.

Dated: 11/30/21



Dep. Justice Warren
Clerk of District Court/ Deputy

Publish: 12/15, 12/22, 12/29/21, 01/05/22

KENNETH M. BEGELMAN, DECEASED
KENNETH M. BEGELMAN LIVING TRUST, dated December 15, 1999

HELEN A. BEGELMAN, and REBECCA E. BEGELMAN STRUB, Trustees

NOTICE OF INTENT OF TRUSTEES TO DISTRIBUTE TRUST ASSETS

NOTICE OF LIMITATION ON ACTION BY CREDITORS

TO ALL PERSONS INTERESTED IN SAID DECEDEDENT AND/OR HIS TRUST ESTATE:

You are hereby notified that on October 11, 2021, KENNETH M. BEGELMAN, also known as KENNETH MARC BEGELMAN, died in Jackson, Teton County, Wyoming. You are hereby notified that at the time of his death, HELEN A. BEGELMAN, and REBECCA E. BEGELMAN STRUB are the Trustees of the KENNETH M. BEGELMAN LIVING TRUST, dated December 15, 1999.

It is the intent of the Trustees to distribute the Trust property as set forth in the Trust.

Any creditor or other claimant shall make his or her claim, in writing, to the Trustees at the Winter Law Firm, PO Box 633, Riverton WY 82501, within one hundred twenty (120) days of the date of the first publication of this notice.

Pursuant to Wyoming Statutes §4-10-507, any creditor failing to file a claim, or person failing to commence a judicial proceeding to contest the validity of the Trust or the proposed distribution by the Trustees within the time provided shall be forever prohibited from making any claim against the assets of the Trust or commencing any proceeding against KENNETH M. BEGELMAN or the KENNETH M. BEGELMAN LIVING TRUST, dated December 15, 1999.

DATED this 15th day of December 2021.

William T. Winter, attorney for the
KENNETH M. BEGELMAN LIVING
TRUST, dated December 15, 1999

Publish: 12/15, 12/22/21

LEGAL NOTICE NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that The Town of Jackson and Jeremy and Sara Budge intend to apply for a permit to subdivide in The Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Council Chambers. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 2 RESIDENTIAL LOTS. The project is located on 1.99 acres, generally described as Lot 1, the easterly portion of Lot 9 and Lot 10 of Replat of Hillside Subdivision, Plat No. 227, and being located within the SE1/4NE1/4, Section 32 and the SW1/4 NW1/4, Section 33, Township 41 North, Range 116 West, street addresses are 1025, 1040 & 1045 Budge Drive. The site is accessed from Budge Drive and will be named HILLSIDE SUBDIVISION SECOND ADDITION TO THE TOWN OF JACKSON.

Publish: 12/15, 12/22/21

NOTICE OF FINAL SETTLEMENT WITH CONTRACTOR ON

PUBLIC WORKS

All creditors and other interested parties take notice that the State of Wyoming, Wyoming Game and Fish Commission, has accepted as completed according to the plans and specifications and rules set forth in the contract therefore, the following work project:

The project is the Patrol Cabin Feedground Metal Hayshed project, G&F Engr. No. 06.90.02 located approximately 24.7 miles northeast of Jackson, Wyoming, in Teton County, Wyoming, by Lyle Young Welding, LLC, P.O. Box 173, Gunnison, UT 84634.

Upon the forty-first (41st) day after the first publication of this notice, which day is the 10th day of January 2022, the State of Wyoming, Wyoming Game and Fish Commission will pay to the contractor the full amount due under the contract.

STATE OF WYOMING WYOMING GAME AND FISH COMMISSION

By
Loren A. Woodin, P.E.
Chief Engineer
Wyoming Game and Fish Commission
Publish: 12/08, 12/15, 12/22/21

NOTICE OF APPLICATION AND PUBLIC HEARING

Regarding the Application for Wyoming State Trust Company Charter for Bridger Trust Company L.L.C.

Please take notice that on September 27, 2021, an Application for Charter to Operate A State Trust Company (Application) was submitted to the State of Wyoming, Department of Audit, Division of Banking for Bridger Trust Company L.L.C. The Application for Bridger Trust Company L.L.C. was accepted for filing on October 20, 2021, by the Wyoming Division of Banking pursuant to Wyoming Statute Section 13-5-502(b). The Applicant received notice of the hearing date on November 15, 2021.

THE WYOMING STATE BANKING BOARD HAS SET A HEARING ON THE APPLICATION ON WEDNESDAY, FEBRUARY 2, 2022, AT 8:30 A.M. IN THE STATE CAPITOL, 200 WEST 24TH STREET, CHEYENNE, WYOMING (Hearing). The Hearing will be conducted in accordance with the provisions of Wyoming Statutes Sections 13-5-504 and Chapter 3 of the Rules and Regulations of the Wyoming State Banking Board.

The Incorporators of Bridger Trust Company L.L.C. are Michael J. Corliss and Jessica E. Andrews. The proposed initial Directors of Bridger Trust Company are Michael J. Corliss, Warren Van Genderen, William Hoglund, Jane Cooney, Virginia Kanengieter, and George Matelich. The proposed President of Bridger Trust Company L.L.C. is Jessica E. Andrews. Bridger Trust Company L.L.C.'s principal place of business will be 3510 North Lake Creek Drive, Wilson, Wyoming.

Bridger Trust Company L.L.C. intends to operate as a State Chartered Public Trust Company and carry-on general trust business. Bridger Trust Company L.L.C. will focus on providing quality trust administration and fiduciary oversight to a select group of clients with significant business assets and complex trusts. Bridger Trust Company L.L.C. will offer a full range of trust, personal accounting, and consulting services.

The date by which persons must file a motion with the Wyoming Division of Banking to be added as a party to the Hearing is January 19, 2022, pursuant to Chapter 3, Section 8, of the Rules and Regulations of the Wyoming Division of Banking. Any person wishing to submit written comments regarding the Application must do so no later than January 19, 2022.

Publish: 12/08, 12/15, 12/22/21

NOTICE OF ACCEPTANCE AND FINAL PAYMENT TO CONTRACTOR FOR THE TVA ISD PARCS IMPROVEMENTS PROJECT

Notice is hereby given that the TETON VILLAGE ASSOCIATION IMPROVEMENT & SERVICE DISTRICT has accepted as completed according to the plans, specifications and rules governing the same, the work performed under that contract dated May 28th, 2021, between the TETON VILLAGE ASSOCIATION IMPROVEMENT & SERVICE DISTRICT and EVANS CONSTRUCTION COMPANY, the Contractor; that work under said contract, known as the TVA ISD PARCS IMPROVEMENTS project is complete, and the Contractor is entitled to final payment.

Notice is further given that subsequent to the forty-first (41st) day after the first publication of this notice, to wit, December 28th, 2021, the Teton Village Association Improvement & Service District will pay to said Contractor the full amount under the contract.

Publish: 11/17, 11/24, 12/01, 12/08, 12/15, 12/22/21

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Jackson Hole News&Guide

Call 307.733.2047 if you need assistance.

Issued To:

Nelson Engineering
P.O. Box 1599
Jackson, WY 83001
(307) 733-2087

Report No.: W-26167
Effective Date: September 3, 2021
Current Date: September 15, 2021
Cost: \$1,000.00

Project Reference: Lots 1, 10 and part of Lot 9 Hillside Replat

Property Address: 1040 Budge Drive, Jackson, WY 83001
1045 Budge Drive, Jackson, WY 83001
1025 Budge Drive, 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:

Town of Jackson, a Wyoming Municipal Corporation (Parcel 2) and Jeremy B. Budge and Sara J. Budge, husband and wife, tenants by the entirety (Parcel 1)

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 1:

Lot 1 of the Replat of the Hillside Subdivision, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on April 30, 1973 as Plat No. 227.

PARCEL 2:

The easterly portion of Lot 9 of the Hillside Subdivision of Teton County, Wyoming, as it appears on the replat of the Hillside Subdivision, recorded as Plat No. 227 in the Office of the Teton County Clerk and Ex-Officio Register of Deeds, more particularly described as follows:

Beginning at the SE Corner of Lot 9, as shown on said Plat No. 227, thence along the south boundary of said Lot 9 along a curve to the left, as shown on said Plat, with a radius of 682.20 feet through a delta of $7^{\circ}25'55''$ a distance of 88.49 feet to a point; thence $N2^{\circ}45'24''W$ along the east line of the westerly portion of said Lot 9 (PIN #22-41-16-32-1-3-007) described in the warranty deed recorded in bk 664 pg 995-997 in the office of Teton County Clerk, a distance of 179.38 feet to a point on the north line of said Lot 9; thence along the north boundary of said Lot 9 along a curve to the left, as shown on said Plat No. 227, having a radius equal to 630.00 feet through a delta of $8^{\circ}02'52''$, a distance 88.49 feet to a point; thence continuing along the north boundary of said Lot 9 $N58^{\circ}20'E$, 20.54 feet to the NE corner of said Lot 9; thence $S0^{\circ}09'E$ along the east boundary of said Lot 9, 241.4 feet to the Point of Beginning;

and

Lot 10 of the Replat of the Hillside Subdivision, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on April 30, 1973 as Plat No. 227.

PIDN: 22-41-16-32-1-03-001, 22-41-16-32-1-03-009, 22-41-16-32-1-03-008

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-26167

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

1. Taxes, special and general, assessment districts and service areas for the year 2021.

Tax ID No.: OJ-005243 (Lot 1)
1st Installment: \$2,560.27 DUE
2nd Installment: \$2,560.26 OPEN

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.

2. Lots 9 and 10 are Tax Exempt: OJ-NONTAX.
3. Assessments for the Hillside Homeowners Association, if any, which are excluded from the coverage afforded hereby.
4. An easement over said land for communication facilities and incidental purposes, as granted to The Mountain States Telephone and Telegraph Company, recorded March 3, 1933, as (book) 3 (page) 181, Official Records. [B3P181](#)
5. An easement over said land for electric distribution circuits and incidental purposes, as granted to Jackson Hole Light & Power Co., recorded March 17, 1945, as (instrument) 29094 (book) 4 (page) 526, Official Records. [B4P526](#)
6. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded September 26, 1978, as (book) 76 (page) 70, Official Records. [COPY](#)
7. Utility easement for the Town of Jackson, as disclosed in Map of Survey for such, recorded November 29, 1978, Map D-31, Book 1 of Maps, Instrument No. 191436. [D-31](#)
8. All matters as delineated on the Official Plat of Hillside Subdivision, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 165. [Plat No. 165](#)
9. All matters as delineated on the Official Plat of Replat of Hillside Subdivision, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 227. [Plat No. 227](#)

Change of Street Name Resolution 1-18, recorded March 27, 1979, as (book) 428 (page) 936 Official Records.

[B428P936](#)

10. An easement over said land for water line and incidental purposes, as granted to the Town of Jackson, recorded March 27, 1979, as (book) 83 (page) 482, Official Records. [B83P482](#)
11. Terms and Conditions of Hillside Subdivision Road Maintenance, recorded November 20, 1986, as (book) 183 (page) 400, Official Records. [B183P400](#)
12. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded July 10, 1989, as (book) 213 (page) 128, Official Records. (Lot 10) [COPY](#)

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-26167

13. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded July 10, 1989, as (book) 213 (page) 129, Official Records. (Lot 1) [COPY](#)
14. Terms and Conditions of Hillside Subdivision Common Roadway Maintenance, recorded August 27, 1992, as (book) 268 (page) 564, Official Records. [B268P564](#)
15. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded July 30, 1998, as (instrument) 0469903 (book) 358 (page) 841, Official Records. (Lot 10) [COPY](#)
16. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded October 5, 1998, as (instrument) 0474937 (book) 362 (page) 776, Official Records. (Lot 10) [COPY](#)
17. Ordinance 640, Re: Annexation, Zoning, Corporate Limits recorded January 10, 2000, as (book) 392 (page) 286, Official Records. [B392P286](#)

Map to Accompany Annexation to the Town of Jackson, Ordinance No. 640 recorded December 29, 1999, as (book) 2 maps (page) 223, Official Records
[T-30E](#).
18. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in favor of Lot 9 Hillside Subdivision (Replat) in a document recorded October 10, 2003, as (instrument) 0607978 (book) 527 (page) 921, Official Records:
Purpose: Access and utilities
(May run in favor of the west portion of Lot 9 only) [COPY](#)

19. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$488,000.00, dated October 31, 2003, recorded October 31, 2003, as (instrument) 0609602 (book) 530 (page) 84, Official Records.

Mortgagor: Jeremy B. Budge and Sara J. Budge, husband and wife
Mortgagee: Wells Fargo Home Mortgage, Inc.
(Lot 1)

The Beneficial Interest under said Mortgage was assigned of record to Wilmington Trust, National Association, as Successor Trustee to Citibank, N.A., as Trustee for Structured Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-10, by assignment recorded May 5, 2015, as (book) 894 (page) 50, Official Records.

An agreement to modify the terms and provisions of said Mortgage recorded June 21, 2016, as (instrument) 0907451 (book) 922 (page) 949, Official Records.

The Beneficial Interest under said Mortgage was assigned of record to U.S. Bank, N.A., not in its individual capacity, but solely as Trustee of the NRZ Pass-Through Trust VIII-B, by assignment recorded June 9, 2020, as (instrument) 0991710, Official Records.
20. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$199,000.00, dated August 4, 2006, recorded August 24, 2006, as (instrument) 0683382 (book) 635 (page) 810, Official Records.

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-26167

Mortgagor: Jeremy B. Budge and Sara J. Budge, husband and wife, tenants by the entirety
Mortgagee: Wells Fargo Bank, N.A.
(Lot 1)

Said Mortgage provides for a revolving line of credit.

An agreement to modify the terms and provisions of said Mortgage recorded September 21, 2007, as (instrument) 0712272 (book) 678 (page) 159, Official Records.

An agreement to modify the terms and provisions of said Mortgage recorded August 10, 2016, as (instrument) 0911006 (book) 926 (page) 1015, Official Records.

21. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$575,000.00, dated July 28, 2011, recorded August 2, 2011, as (instrument) 0798695 (book) 786 (page) 912, Official Records.

Mortgagor: Jeremy B. Budge and Sara J. Budge
Mortgagee: Allen A. Budge, Trustee of the Allen A. Budge Revocable Trust dated March 4, 1996 and Sharlene Budge, Trustee of the Sharlene Budge Revocable Trust dated March 4, 1996
(Lot 10)

22. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to Harry Statter and Jenny Budge Statter in a document recorded February 19, 2013, as (instrument) 0830735 (book) 835 (page) 305, Official Records:
Purpose: Construction easement
(Lots 1, 9 & 10) [COPY](#)

23. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to Harry Statter and Jenny Budge Statter in a document recorded February 19, 2013, as (instrument) 0830737 (book) 835 (page) 317, Official Records:
Purpose: Access, utility and storage easement
(Lots 1, 9 & 10) [COPY](#)

24. Affidavit Affecting Title, recorded February 19, 2013, as (instrument) 0830738 (book) 835 (page) 325, Official Records. (Lots 1, 9 & 10) [COPY](#)

25. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded November 12, 2014, as (instrument) 0870712 (book) 881 (page) 435, Official Records:
Purpose: Temporary construction and access easement
(Lots 1, 9 & 10) [COPY](#)

26. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded October 2, 2015, as (instrument) 0891877 (book) 905 (page) 948, Official Records:
Purpose: Storm drainage and utility easements
(Lot 1; benefits Lots 9 & 10) [COPY](#)

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



Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date:

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual

Town of Jackson - Johny Ziem

Being duly sworn, deposes and says that Town of Jackson is the owner in fee of the premises located at:

Name of property owner as listed on deed

Address of Premises: 1025 & 1045 Budge Drive

Legal Description: Lot 9 and Lot 10, Hillside Subdivision Addition, Plat No. 227

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Sue Karichner - Nelson Engineering

Mailing address of Applicant/agent: Box 1599, Jackson, WY 83001

Email address of Applicant/agent: skarichner@nelsonengineering.net

Phone Number of Applicant/agent: 307-733-2087

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified in this(these) application(s) at the premises listed above:

Development/Subdivision Plat Permit Application Building Permit Application

Public Right of Way Permit Grading and Erosion Control Permit Business License Application

Demolition Permit Other (describe) _____

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.

Property Owner Signature

ASSISTANT PUBLIC WORKS DIRECTOR

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

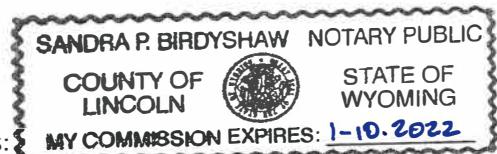
STATE OF Wyoming)
)
) SS.

COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Johnny Ziem this 12 day of November, 2021. WITNESS my hand and official seal.

Notary Public

My commission expires:





WARRANTY DEED

*First American Title
Insurance Company*

Allen A. Budge, Trustee of the Allen A. Budge Revocable Trust dated March 4, 1996 and Sharlene Budge, Trustee of the Sharlene Budge Revocable Trust dated March 4, 1996, GRANTORS, of Teton County, Wyoming, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, and pursuant to an IRC § 1031 tax deferred exchange, CONVEY AND WARRANT to 1031 Exchange, Inc., a Wyoming corporation, GRANTEE, whose address is P.O. Box 449, Jackson, Wyoming 83001, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to wit:

Lot 1 of the Hillside Subdivision, Teton County, Wyoming, according to that plat recorded April 30, 1973 as Plat No. 227.

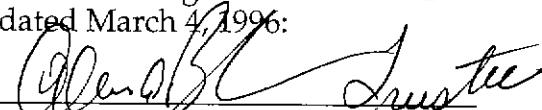
PIN # 22-41-16-32-1-03-001

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of sight and/or record.

WITNESS our hands this 31 day of October, 2003.

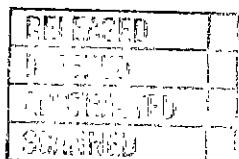
Grantor: BUDGE, ALLEN A ET AL TRUSTEE
Grantee: 1031 EXCHANGE INC
Doc 0609600 bk 530 pg 82-82 Filed at 4:05 on 10/31/03
Sherry L Daigle, Teton County Clerk fees: 8.00
By MARY D ANTROBUS Deputy

Allen A. Budge Revocable Trust
dated March 4, 1996:


Allen A. Budge, Trustee

Sharlene Budge Revocable Trust
dated March 4, 1996:


Sharlene Budge, Trustee



STATE OF WYOMING)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 31st day of October, 2003 by Allen A. Budge and Sharlene Budge as Trustees.

WITNESS my hand and official seal.


Notary Public
My Commission Expires: _____



WARRANTY DEED

Released	<input checked="" type="checkbox"/>
Indexed	<input checked="" type="checkbox"/>
Abstracted	<input checked="" type="checkbox"/>
Scanned	<input checked="" type="checkbox"/>

Jeremy B. Budge and Sara J. Budge, as husband and wife, GRANTOR, whose address is Post Office Box 9730, Jackson, WY 83002, GRANTOR, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEYS and WARRANTS to the Town of Jackson, a Wyoming Municipal Corporation, whose address is Post Office Box 1178, Jackson, Wyoming 83001, GRANTEE, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

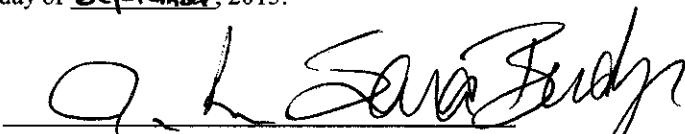
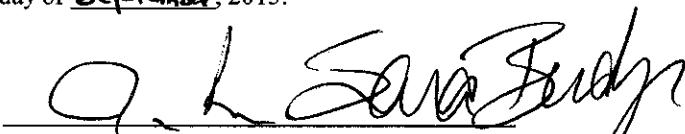
The easterly portion of Lot 9 of the Hillside Subdivision of Teton County, Wyoming, as it appears on the replat of the Hillside Subdivision, recorded as Plat No. 227 in the Office of the Teton County Clerk and Ex-Officio Register of Deeds, more particularly described as follows:

Beginning at the SE Corner of Lot 9, as shown on said Plat No. 227, thence along the south boundary of said Lot 9 along a curve to the left, as shown on said Plat, with a radius of 682.20 feet through a delta of 7°25'55" a distance of 88.49 feet to a point; thence N2°45'24"W along the east line of the westerly portion of said Lot 9 (PIN #22-41-16-32-1-3-007) described in the warranty deed recorded in bk 664 pg 995-997 in the office of Teton County Clerk, a distance of 179.38 feet to a point on the north line of said Lot 9; thence along the north boundary of said Lot 9 along a curve to the left, as shown on said Plat No. 227, having a radius equal to 630.00 feet through a delta of 8°02'52", a distance 88.49 feet to a point; thence continuing along the north boundary of said Lot 9 N58°20'E, 20.54 feet to the NE corner of said Lot 9; thence S0°09'E along the east boundary of said Lot 9, 241.4 feet to the point of beginning, said parcel containing 0.44 acres more or less.

PIN #22-41-16-32-1-03-008

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of sight and/or record.

WITNESS our hands this 3 day of September, 2015.

State Wyoming 
County Teton Wyoming 

Jeremy B. and Sara J. Budge, husband and wife

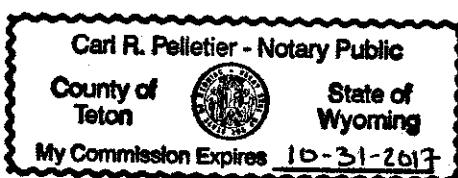
The foregoing instrument was acknowledged before me this 3rd day of September, 2015 by Jeremy B. and Sara J. Budge, husband and wife.

WITNESS my hand and official seal.



Notary Public

My Commission Expires: 10-31-2017



GRANTOR: BUDGE, JEREMY B ET UX
GRANTEE: TOWN OF JACKSON WYOMING
Doc 0890751 bk 904 pg 757-757 Filed At 13:31 ON 09/15/15
Sherry L. Daigle Teton County Clerk fees: 12.00
By Mary Smith Deputy

WARRANTY DEED

Released	
Indexed	
Abstracted	
Scanned	

Jeremy B. Budge and Sara J. Budge, as husband and wife, GRANTOR, whose address is Post Office Box 9730, Jackson, WY 83002, GRANTOR, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEYS and WARRANTS to the Town of Jackson, a Wyoming Municipal Corporation, whose address is Post Office Box 1178, Jackson, Wyoming 83001, GRANTEE, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

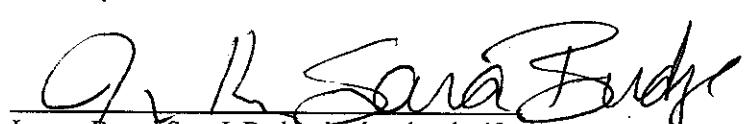
Lot 10 of Replat of Hillside Subdivision, Teton County, Wyoming, as described in the official plat filed on April 30, 1973, as Plat No. 227 of the records of the Teton County Clerk.

PIN #22-41-16-32-1-03-009

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of sight and/or record.

WITNESS our hands this 3rd day of September, 2015.

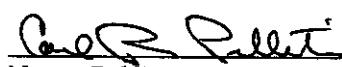
State Wyoming
County Teton Wyoming



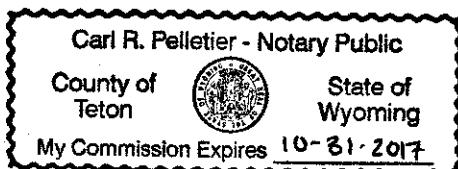
Jeremy B. and Sara J. Budge, husband and wife

The foregoing instrument was acknowledged before me this 3rd day of September, 2015 by Jeremy B. and Sara J. Budge, husband and wife.

WITNESS my hand and official seal.



Notary Public
My Commission Expires: 10-31-2017



GRANTOR: BUDGE, JEREMY B ET UX
GRANTEE: TOWN OF JACKSON WYOMING
Doc 0890752 bk 904 pg 758-758 Filed At 13:32 ON 09/15/15
Sherry L. Daigle Teton County Clerk fees: 12.00
By Mary Smith Deputy

AFFIDAVIT

COMES NOW, _____, an officer of U.S. Bank, N.A. and with the authority to sign for said Bank and who, being duly sworn, on oath according to law, does hereby make the following statement of facts and affirms:

1. **1. THAT**, U.S. Bank, N.A. is the holder of a mortgage upon that certain real property described as Lot 1 of Replat of Hillside Addition to the Town of Jackson, a subdivision of record in the Office of the Teton County Clerk, as Plat no. 227 and located in the SE 1/4 NE 1/4 of Section 32, and the SW1/4 NW1/4 of Section 33, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, which mortgage is recorded in Book 530, page 84-98, and assigned in Book 894, page 50, Book 922, page 949-958 and in document 0991710, records of Teton County, and which mortgage encumbers that certain real property shown on that plat titled ***Hillside Subdivision Second Addition to the Town of Jackson*** and described in the Certificate of Surveyor thereon;
2. **2. THAT**, said plat ***Hillside Subdivision Second Addition to the Town of Jackson*** has been reviewed by the undersigned officer of U.S. Bank, N.A.;
3. **3. THAT**, said officer has read and understands the statements and dedications in the Certificate of Owners on said plat, and agrees to the subdivision of land and dedications and easements as shown on said plat;
4. **4. THAT**, this affidavit is signed in the stead of, and with the same effect, as if the original plat was itself manually signed.

U.S. Bank, N.A.

BY: _____
ITS:

Attest:

BY: _____
ITS:

On the ____ day of _____, 2021, before me personally appeared, _____ and _____ known to me, and who executed the foregoing instrument as _____ and _____ of U.S. Bank, N.A. and being by me duly sworn, did depose and say they executed the foregoing instrument on behalf of said corporation and that said instrument is the free act and deed of said corporation

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

AFFIDAVIT

COMES NOW, _____, an officer of Wells Fargo Bank NA and with the authority to sign for said Bank and who, being duly sworn, on oath according to law, does hereby make the following statement of facts and affirms:

1. 1. **THAT**, Wells Fargo Bank NA is the holder of a line of credit mortgage upon that certain real property described as Lot 1 of Replat of Hillside Addition to the Town of Jackson, a subdivision of record in the Office of the Teton County Clerk, as Plat no. 227 and located in the SE 1/4 NE 1/4 of Section 32, and the SW1/4 NW1/4 of Section 33, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, which mortgage is recorded in Book 635, page 810-822, and modified in Book 678, page 159-163 and Book 926, page 1015-1022, records of Teton County, and which mortgage encumbers that certain real property shown on that plat titled ***Hillside Subdivision Second Addition to the Town of Jackson*** and described in the Certificate of Surveyor thereon;
2. **THAT**, said plat ***Hillside Subdivision Second Addition to the Town of Jackson*** has been reviewed by the undersigned officer of Wells Fargo Bank NA;
3. **THAT**, said officer has read and understands the statements and dedications in the Certificate of Owners on said plat, and agrees to the subdivision of land and dedications and easements as shown on said plat;
4. **THAT**, this affidavit is signed in the stead of, and with the same effect, as if the original plat was itself manually signed.

Wells Fargo Bank NA

BY: _____
ITS:

Attest:

BY: _____
ITS:

On the ____ day of _____, 2021, before me personally appeared, _____ and _____ known to me, and who executed the foregoing instrument as _____ and _____ of Wells Fargo Bank NA and being by me duly sworn, did depose and say they executed the foregoing instrument on behalf of said corporation and that said instrument is the free act and deed of said corporation

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

ACCESS, CONSTRUCTION, AND MAINTENANCE EASEMENT

THIS ACCESS, CONSTRUCTION, AND MAINTENANCE EASEMENT is made and entered into this ____ day of _____, 20____, by and between **JEREMY B. AND SARA J. BUDGE**, husband and wife hereafter referred to as "Grantor" and **TOWN OF JACKSON**, a Wyoming Municipal Corporation, hereafter referred to as "Grantee".

1. Recitals. Grantor owns certain real property in Teton County, Wyoming commonly known as more particularly described on **Exhibit 1** attached hereto and incorporated herein (the "Grantor Property") across which Grantor desires to grant to Grantee access, construction, utility stormwater and maintenance easement for the benefit of Grantee's property commonly known as Lots 1025 and 1045 Budge Drive, Lot 9 (part) and Lot 10 of Replat of Hillside Subdivision and as more particularly described on **Exhibit 2** attached hereto and incorporated herein (the "Grantee Property"). The Grantee Property shall be the property benefiting from the easement rights granted herein and the Grantor Property shall be the property burdened by the easement rights granted herein.

2. Grant of Exclusive Easement to Grantee. For and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee, its heirs, successors, assigns, employees, agents, contractors, licensees, tenants and other invitees, the following easement:

(a) an exclusive perpetual access, construction and maintenance easement in, under, over and across that portion of the Grantor Property specifically described as "Thirty Foot Wide Easement" on **Exhibit 3** attached hereto and incorporated herein (collectively, the "Access, Construction and Maintenance Easement") for the purpose of accessing, inspecting, protecting, repairing, altering, replacing and maintaining the Town Remediation Plan including those portions of the storm water diversion and drainage system necessary to divert storm water away from the landslide and shear key/buttress and maintaining the access drive and slopes on the Grantor Property constructed to protect the health, safety and welfare of the public (the "Town Remediation Plan").

3. Agreements and Restrictions. The grant of this Access, Construction and Maintenance Easement shall be subject to the following agreements and restrictions:

- a. That the permanent, exclusive Access, Construction and Maintenance Easement prohibits Grantor with the exception of the the Grantor and future owners, including their guests, employees, agents, heirs, assigns, invitees, etc. retaining the right to park vehicles below the poundage described below, and disallows anyone other than the Town from the construction, excavation,

alteration, maintenance, use or occupation of the easement including any irrigation, drainage systems, drainage tanks, water or other fluid (including for washing vehicles/equipment), gardening, landscaping, improvements (including modification to ground surface or penetration into the ground), stockpiling of any materials, roadway, vehicular traffic other than to park a vehicle as set forth herein, or actions to impair the safety and stability of the Town Remediation Plan, and prohibits the obstruction of passage thereon or use of the same for parking any vehicle within the designated access pullout/driveway with a gross vehicle weight rating (GVWR) greater than Class 2 or 10,000 pounds or as otherwise determined in the sole discretion of the Town to be a safe poundage limit based on safety and remediation factors. The Parties specifically agree that this paragraph does not preclude the Budes from seeking an increase in the poundage where there is a reasonable belief in the sole discretion of the Town that the easement can accommodate safely higher poundage and does not preclude future potential uses or modification as described in the Settlement Agreement between the Parties. The Town may also reasonably limit the area where vehicles can drive or park with fences, barriers and/or bollards, if necessary in the sole discretion of the Town for protection of the remediation system and the landslide and slope stability factors of safety and Town Remediation Plan. The Town shall also be responsible for any maintenance of the easement and any costs or expenses related to the easement, as well as compliance with local, state or federal law with respect to the easement.

- b. That the permanent, exclusive Access, Construction and Maintenance Easement will require that any request by grantor for any improvement within the thirty (30') foot area must be consented to and granted by the Jackson Town Council and cannot materially lower the landslide and slope stability factors of safety or stability of the landslide and shear key/buttress as determined in the sole discretion of the Town. This Access, Construction and Maintenance Easement to the Town shall not be assignable or transferrable.
- c. Grantor agrees to indemnify, defend and hold harmless Grantee, its beneficiaries, employees, successors and assigns (the "Grantee Indemnities") from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorney's fees and litigation costs incurred by Grantee Indemnities in connection therewith) and for any and all loss of life, injury to persons or damage to property which is due to the use, occupation,

construction, or actions of Grantor in using the area within the Access, Construction and Maintenance Easement. Grantor shall cooperate with Grantee in the defense of any such claims, demands, or actions, including, where appropriate, the employment, at the expenses of Grantor, of legal counsel for Grantee. All indemnification provided for herein shall not include indemnification for negligence or other actions or rights of Grantee Indemnities arising or relating to the easement which are the subject of any claim or for actions of Grantee Indemnities which would otherwise make the indemnification void pursuant to Wyoming State Statutes, Wyoming law or any other applicable law.

d. Grantee agrees to indemnify, defend and hold harmless Grantor, its beneficiaries, employees, successors and assigns (the “Grantor Indemnities”) from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorney’s fees and litigation costs incurred by Grantor Indemnities in connection therewith) and for any and all loss of life, injury to persons or damage to property which is due to the construction, maintenance, restoration or actions of the Grantee within the Access, Construction and Maintenance Easement or related to or arising from Grantee’s use of and rights in the easement. Grantee shall cooperate with Grantor in the defense of any such claims, demands, or actions, including, where appropriate, the employment, at the expenses of Grantee, of legal counsel for Grantor. All indemnification provided for herein shall not include indemnification for negligence of Grantor Indemnities arising from the Grantor’s use of the easement or for actions of Grantor Indemnities with respect to this easement which would otherwise make the indemnification void pursuant to Wyoming State Statutes, Wyoming law or any other applicable law. Grantor and Grantee acknowledge the risks associated with the use of the Budge Property because of the Hillside Landslide, and that the landslide may affect properties near Budge Drive and specifically the Budge Properties and the subject easements referenced herein due to landslide deformations, movements, cracks and subsidence that could occur during and after construction mitigation measures. Grantor and Grantee each acknowledge and understand the potential consequences of landslide risks when using this easement.

4. **Binding Effect.** This Access, Construction and Maintenance Easement shall be binding on the parties hereto, their heirs, successors and assigns.

5. **Survival.** This Access, Construction and Maintenance Easement shall survive the execution of the delivery and recordation of the Access, Construction and Maintenance Easement which is described herein, and shall remain and continue in full force and effect.

6. **Construction.** This Access, Construction and Maintenance Easement shall be construed in accordance with the laws of the State of Wyoming.

7. **No Assumption of Liability.** Grantor, by granting the Access, Construction and Maintenance Easement, does not assume any responsibilities or liabilities with respect thereto, nor shall Grantor at any time incur any liability for failure to comply with any law, ordinance, regulation or order with respect to the Access, Construction and Maintenance Easement contained herein. The Town specifically agrees to hold harmless and indemnify Grantor or any subsequent owner of the Budge Property, for any claims brought against the Budes or any subsequent owner of the Property, arising out of the easement not due to the Grantor's use of the easement, under the terms set forth in 3(d). It is the intent of the parties that the owner of 1040 Budge Lane shall not assume, acquire or be exposed to any liability or expenses by virtue of the conveyance of this easement to the Town.

8. **Enforcement.** If any party is required to take action to enforce the terms and conditions of this Access, Construction and Maintenance Easement, the defaulting party agrees to pay all costs incurred by the non-defaulting party, including attorney's fees whether suit is brought or not.

9. **Declaration.** Grantor hereby declares that the property described in **Exhibit 1** hereto shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the Access, Construction and Maintenance Easement herein, which shall run with the land described in **Exhibit 1** hereto and shall be binding on all parties having or acquiring legal title or an equitable interest in the properties described in **Exhibit 1** and **Exhibit 2** hereto, and shall inure to the benefit of the property described in **Exhibit 2** hereto, their heirs, successors and assigns.

10. **Notice.** Any notice to be given or to be served upon any party hereto must be in writing, and may be given by facsimile, or certified or registered mail and shall be deemed to have been given and received upon confirmed transmission by facsimile, or the day such notice is deposited with FedEx or another generally recognized overnight courier, addressed to the appropriate party hereto, or when a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail. Such notices shall be given to the parties hereto at the following address:

If to Grantor: Jeremy and Sara Budge, husband and wife
P.O. Box 9730
Jackson, WY 83002
Facsimile:

If to Grantee: Town of Jackson
Attn: Town Attorney
P.O. Box 1687
Jackson, WY 83001
Facsimile: 307-739-0919

11. 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 Access, Construction and Maintenance Easement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein with the exception that any hold harmless and indemnification clauses shall be specifically enforced.

12. Entire Agreement; Modification. This Access, Construction and Maintenance Easement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein and all prior or contemporaneous agreements understandings, representations, statements are merged into this Access, Construction and Maintenance Easement. Neither this Access, Construction and Maintenance Easement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

13. Warranties. Grantor makes no representations or warranties, express or implied, in connection with this grant and the Access, Construction and Maintenance Easement, whether of title, fitness of use, condition, purpose, or of any other nature. Notwithstanding the foregoing, Grantor represents and warrants that Grantor has the authority to grant the Access, Construction and Maintenance Easement contained herein.

DATED this _____ day of _____, 20____.

GRANTOR:

JEREMY B. AND SARA J. BUDGE, husband and wife

By: _____

By: _____

GRANTEE:

TOWN OF JACKSON, WYOMING
a Wyoming municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

Olivia Goodale
Town Clerk

EXHIBIT 3

A strip of land thirty-foot wide being located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, and being within Lot 17 of Hillside Subdivision Second Addition to the Town of Jackson, Plat No. _____, and being described as follows;

Beginning at a point on the southerly right-of-way line of Budge Drive and being the northwest corner of Said Lot 17;

Thence along said right-of-way on a circular curve to the left, having a radius of 630.00 feet, a chord of 89.94 feet, bearing N62°23'31" E, through a central angle of 8°1'1"13", an arc distance of 90.02 feet;

Thence N51°32'19" E, a distance of 20.54 feet to a circular curve to the left;

Thence along said curve having a radius of 40.00 feet, a chord of 42.12 feet, bearing N66°34'15" E, through a central angle of 63°32'27", an arc distance of 44.36 feet to an angle point on the north line of Said Lot 17 and being the southwest corner of Lot 16 of Said Hillside Subdivision;

Thence N75°25'45" E along Said north line, a distance of 37.03 feet to a circular curve to the right;

Thence along said curve having a radius of 70.00 feet, a chord of 87.59 feet, bearing S49°51'30" W, through a central angle of 77°27'19", an arc distance of 94.63 feet;

Thence S58°32'19" W, a distance of 11.33 feet to a circular curve to the right;

Thence along said curve having a radius of 660.00 feet, a chord of 105.35 feet, bearing S62°52'35" W, through a central angle of 9°09'20", an arc distance of 105.46 feet to a point on the westerly lot line of Said Lot 17;

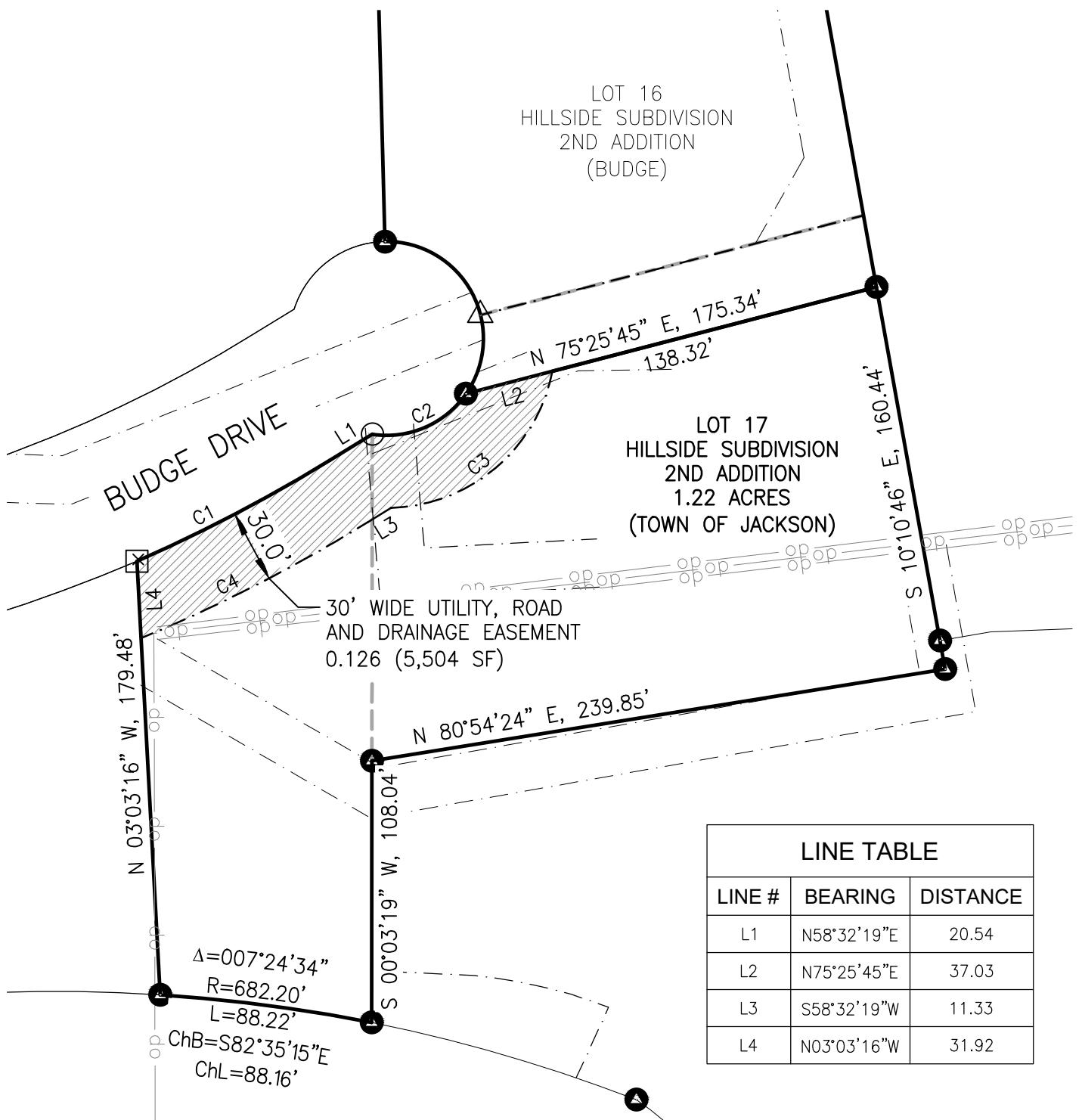
Thence N03°03'16" W, a distance of 31.92 feet to the Point of Beginning;

Said easement contains 0.126 acres, more or less, and is subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record.

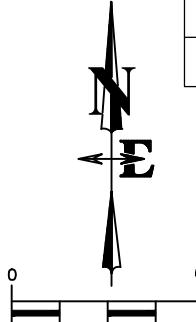
The Basis of Bearing for this description is N75°25'45" E along the North Line of Said Lot 17.

All as shown on Exhibit "3B" attached hereto and by this reference made a part hereof.

EXHIBIT 3



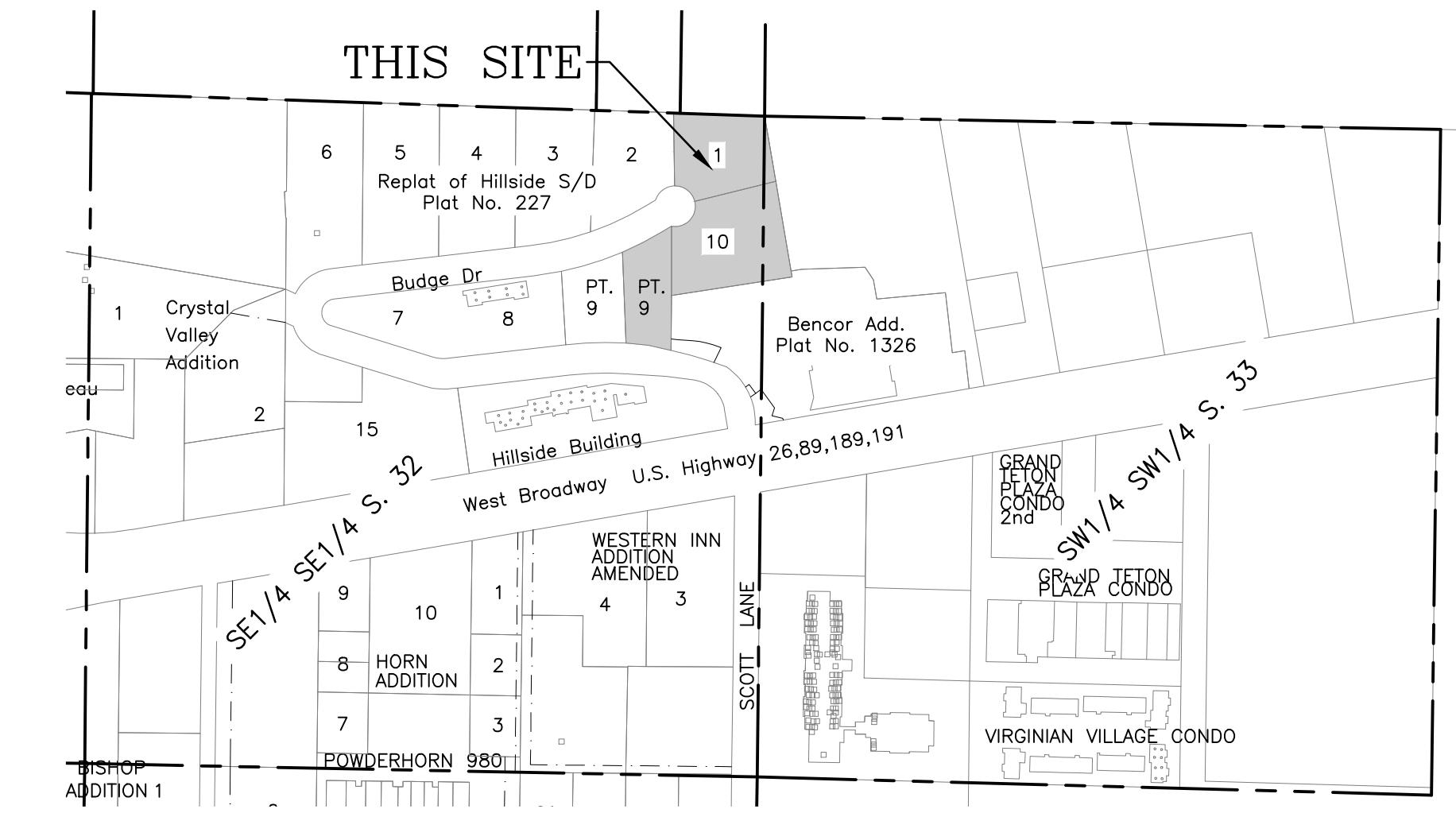
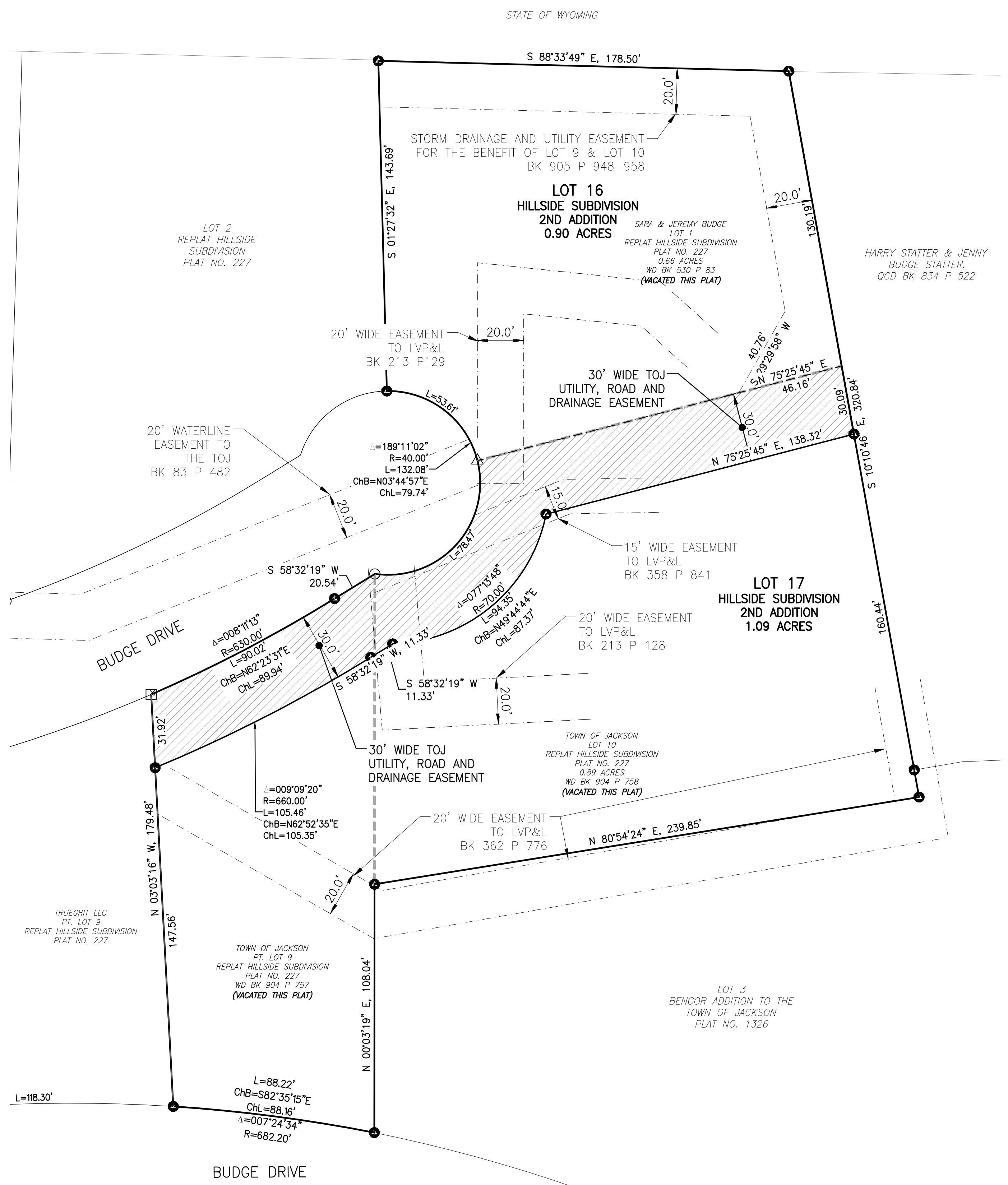
CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	90.02	630.00	8°11'13"	N62°23'31"E	89.94
C2	44.36	40.00	63°32'27"	N66°34'15"E	42.12
C3	94.63	70.00	77°27'19"	S49°51'30"W	87.59
C4	105.46	660.00	9°09'20"	S62°52'35"W	105.35



SCALE 1" = 60'

LOT 17
HILLSIDE SUBDIVISION
2ND ADDITION
TOWN OF JACKSON
TETON COUNTY, WYOMING

DRAWING NO EXH 3	DRAWING TITLE LOT 17 ACCESS, CONSTRUCTION AND SEWER EASEMENT TO TOWN OF JACKSON	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE 8/16/2021
JOB NO 14-175-01			ENGINEERED
			DRAWN SK
			CHECKED RRN
			APPROVED RRN



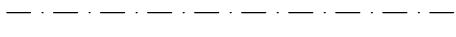
SCALE 1' = 300'

LEGEND

— = PROPERTY BOUNDARY

----- = VACATED PROPERTY LINE THIS PLAT

— = EXISTING EASEMENT LINE

 = TOWN OF JACKSON EASEMENT

— op — op — op — = OVERHEAD POWER LINES

● = TO BE SET REBAR WITH CAP INSCRIBED "NELSON ENGR. PLS 15442"

△ = FOUND 5/8"Ø REBAR INSCRIBED "NELSON ENGR. PE&LS 578"

□ = FOUND 5/8"Ø REBAR BRASS CAP "RLS 164"

○ = FOUND 5/8"Ø REBAR

Number of Lots: 2
Lot 16 = 0.90 acres
Lot 17 = 1.09 acres

Total Project Acreage: 1.99 acres

UJBMITTAL DATE:
FINAL SUBMITTAL DATE:

HILLSIDE SUBDIVISION
SECOND ADDITION
TO THE TOWN OF JACKSON

a Subdivision of
Lot 1, Pt. Lot 9 and Lot 10 of
Replat of Hillside Subdivision
Plat no. 227

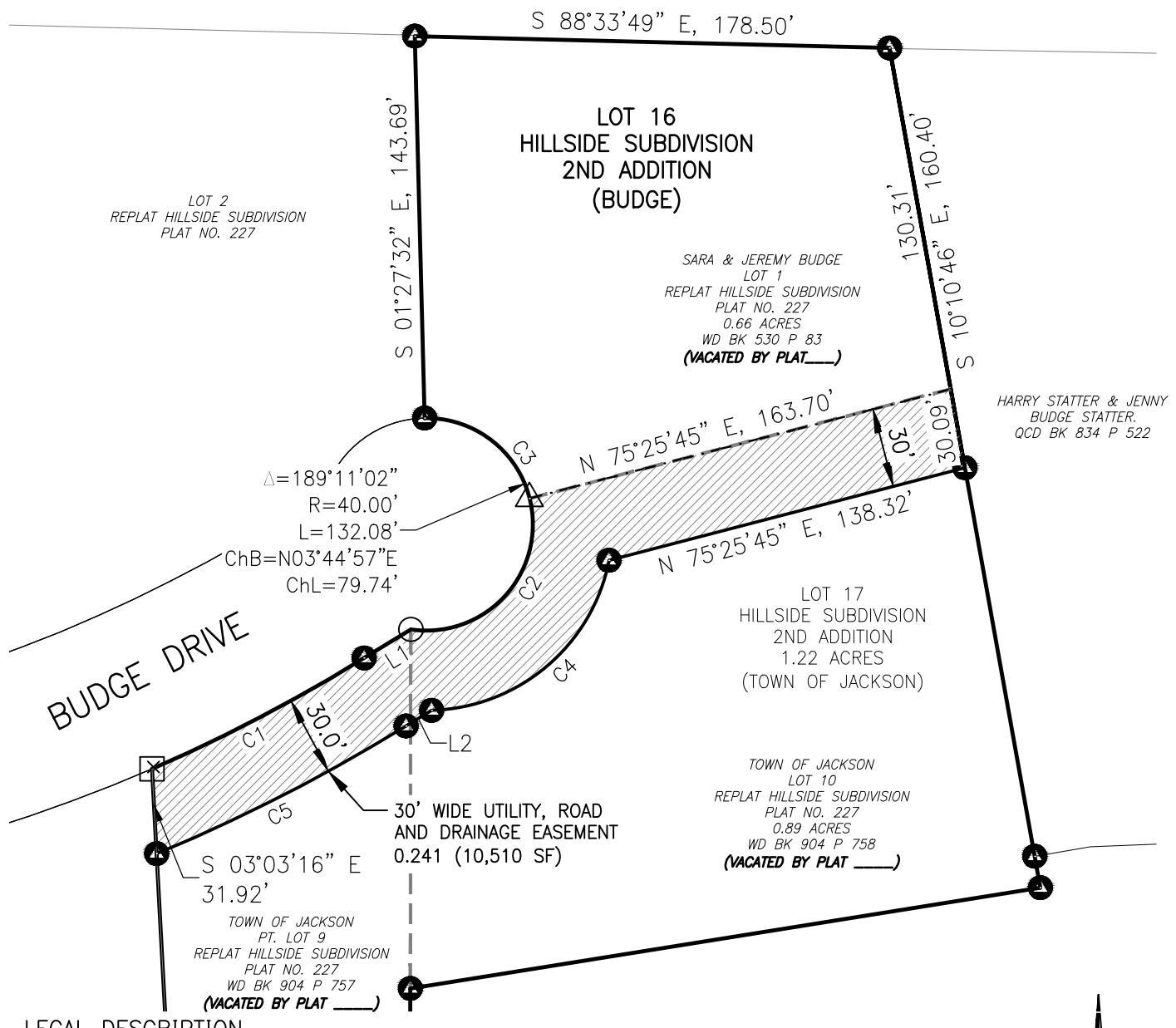
located within the
SE 1/4 NE 1/4, Section 32 &
SW1/4 NW 1/4, Section 33
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

Owner(s) and Subdivider(s):	Surveyor:
Town of Jackson c/o Larry Pardee Box 1687 Jackson, WY 83001 307-733-3932 ext. 1100	Nelson Engineering P.O. Box 1599 Jackson, Wyoming, 83001 307-733-2087
Jeremy & Sara Budge Box 9730 Jackson, WY 83002	

JOB TITLE 2 of 2	DRAWING NO. 14-175-03	JOB TITLE REPLAT OF HILLSIDE SUBD., PLAT NO. 227	DRAWING TITLE FINAL PLAT OF HILLSIDE SUBDIVISION SECOND ADDITION TO THE TOWN OF JACKSON		
			DATE 12/29/2021	SURVEYED NE	REV. RRN
ENGINEERED RRN	DRAWN SK	CHECKED LR			
			APPROVED RRN		

**NEILSON
ENGINEERING**
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

EXHIBIT 3



A strip of land thirty foot wide being located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, and being within Lot 16 of Hillside Subdivision Second Addition to the Town of Jackson, Plat No. _____, and being described as follows:

Being the southerly 30 feet of Sqid Lot 16.

said strip contains 0.241 acres, more or less, and is subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record.

The Basis of Bearing for this description is N75°25'45" E along the south Line of Sqid Lot 16.

As shown hereon and by this reference made a part hereof.

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	90.02	630.00	8°11'13"	N62°23'31"E	89.94
C2	78.47	40.00	112°23'58"	N42°08'29"E	66.48
C3	53.61	40.00	76°47'03"	N52°27'02"W	49.68
C4	94.35	70.00	77°13'48"	S49°44'44"W	87.37
C5	105.46	660.00	9°09'20"	S62°52'35"W	105.35

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N58°32'19"E	20.54
L2	S58°32'19"W	11.33

LOT 16
HILLSIDE SUBDIVISION
2ND ADDITION TO THE
TOWN OF JACKSON
TETON COUNTY, WYOMING

DRAWING NO EXH 3	DRAWING TITLE ACCESS, CONSTRUCTION AND SEWER EASEMENT TO TOWN OF JACKSON	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE 8/16/2021
JOB NO 14-175-01			ENGINEERED
			DRAWN SK
			CHECKED RRN
			APPROVED RRN